

FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
SEPTEMBER 16, 2014

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

4:00 P.M. MEETING

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

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

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

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

- A. Consideration and Approval of Minutes: City Council Work Session of June 24, 2014; Special Meeting (Executive Session) of August 25, 2014; Regular Meeting of September 2, 2014; and the Special Meeting (Executive Session) of September 9, 2014.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Work Session of June 24, 2014; Special Meeting (Executive Session) of August 25, 2014; Regular Meeting of September 2, 2014; and the Special Meeting (Executive Session) of September 9, 2014.

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**A. Inner Basin Water Supply Pipeline Reconstruction Project Award****7. APPOINTMENTS**

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

None

8. LIQUOR LICENSE PUBLIC HEARINGS

None

9. CONSENT ITEMS

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

A. Consideration of Construction Contract: Flagstaff Urban Trail System (FUTS) Signing Project **(Approve contract with Conco Concrete Specialists, L.L.C. in the amount of \$152,632.00)****RECOMMENDED ACTION:**

1) Award the construction contract to Conco Concrete Specialists, LLC of Lakeside, Arizona in the total award amount of \$152,632.00, which includes \$15,000.00 in Contract Allowance with a contract period of 150 calendar days; authorize Change Order Authority to the City Manager in the amount of \$5,000.00 for unanticipated additional costs; and authorize the City Manager to execute the necessary documents.

10. ROUTINE ITEMS

- A. Consideration and Adoption of Ordinance No. 2014-26:** An ordinance of the City Council of the City of Flagstaff, Arizona, repealing Ordinance No. 1951 related to City of Flagstaff Primary and General Election dates and Councilmembers terms, severability, and establishing an effective date. ***(Repealing prior ordinance setting election dates - future election dates to be considered at a later date)***

RECOMMENDED ACTION:

- 1) Read Ordinance No. 2014-26 by title only for the final time
- 2) City Clerk reads Ordinance No. 2014-26 by title only (if approved above)
- 3) Adopt Ordinance No. 2014-26

- B. Consideration and Approval of Final Plat:** A request by Flagstaff Christian Fellowship for Tract A of Equestrian Estates at the Flagstaff Riding Club, a subdivision of 4 single-family residential lots and one non-residential parcel on approximately 14.4 acres located at 2600 W Kiltie Lane within the Rural Residential (RR) zone.

RECOMMENDED ACTION:

Staff recommends the City Council approve the final plat and authorize the Mayor to sign both the final plat and the City/Subdivider Agreement when notified by staff that all documents are ready for signature and recordation.

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**

14. PUBLIC HEARING ITEMS

None

15. REGULAR AGENDA

- A. Consideration and Adoption of Resolution No. 2014-32:** A resolution of the City Council of the City of Flagstaff naming the outer loop trail in Buffalo Park the "Nate Avery Trail" (***Approve Buffalo Park trail dedication***).

RECOMMENDED ACTION:

- 1) Read Resolution No. 2014-32 by title only
- 2) City Clerk reads Resolution No. 2014-32 by title only (if approved above)
- 3) Adopt Resolution No. 2014-32

B. Vintage Partners:

- i. Consideration and Adoption of Resolution No. 2014-34:** A resolution authorizing the execution of a Development Agreement between VP I-40 & Country Club, LLC ("Vintage Partners") and the City of Flagstaff related to the development of approximately 93 acres of real property generally located at 1201 N Country Club Drive.

RECOMMENDED ACTION:

- 1) Read Resolution No. 2014-34 by title only
- 2) City Clerk reads Resolution No. 2014-34 by title only (if approved above)
- 3) Adopt Resolution No. 2014-34

- ii. Consideration and Approval of Final Plat:** A request by Vintage Partners for Country Club & I-40 Unit I, a subdivision of 7 commercial lots on approximately 9.59 acres located at 980 M Country Club Drive within the Highway Commercial (HC) zone.

RECOMMENDED ACTION:

Staff recommends the City Council approve the final plat and authorize the Mayor to sign both the final plat and the City/Subdivider Agreement when notified by staff that all documents are ready for signature and recordation.

16. DISCUSSION ITEMS

None

17. POSSIBLE FUTURE AGENDA ITEMS

Verbal comments from the public on any item under this section must be given during Public Participation 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.

- A. Request by Mayor Nabours to place Procurement Preferences on a future agenda**

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 _____, 2014.

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: 09/12/2014
Meeting Date: 09/16/2014



TITLE

Consideration and Approval of Minutes: City Council Work Session of June 24, 2014; Special Meeting (Executive Session) of August 25, 2014; Regular Meeting of September 2, 2014; and the Special Meeting (Executive Session) of September 9, 2014.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Work Session of June 24, 2014; Special Meeting (Executive Session) of August 25, 2014; Regular Meeting of September 2, 2014; and the Special Meeting (Executive Session) of September 9, 2014.

INFORMATION

Attached are copies of the minutes of the City Council Work Session of June 24, 2014; Special Meeting (Executive Session) of August 25, 2014; Regular Meeting of September 2, 2014; and the Special Meeting (Executive Session) of September 9, 2014.

Attachments: [06.24.2014.CCWS.Minutes](#)
 [08.25.2014.CCSMES.Minutes](#)
 [09.02.2014.CCRM.Minutes](#)
 [09.09.2014.CCSMES.Minutes](#)

MINUTES

WORK SESSION
TUESDAY, JUNE 24, 2014
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
6:00 P.M.

WORK SESSION

1. Call to Order

Mayor Nabours called the Flagstaff Work Session of June 24, 2014, to order at 6:01 p.m.

2. Roll Call

Councilmembers present:

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

Councilmembers absent:

COUNCILMEMBER ORAVITS

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

3. Preliminary Review of Draft Agenda for the July 1, 2014, 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.*

With regard to Item 10-G, Mayor Nabours asked that for next week's meeting staff have information as to what this fee means to customers.

Mr. Burke said that, with regard to Item 10-I, there were two parts to the agreement; 1) money representing past expenses; and 2) additional services.

Mr. Burke noted that Councilmember Oravits has asked that the graffiti item be moved on the agenda to allow for further discussion.

Councilmember Barotz said that she has had an observation that on development projects, such as The Standard, the Regional Plan provides competing policies and when a report is written it identifies the policies in favor. She asked if, in the future, they could also list policies which may not be favorable.

Councilmember Woodson noted that he would be recusing himself from Items 14-D and 14-E next week due to a Conflict of Interest.

- A. **Discussion of Ordinance/Resolution No. 2014-20:** An Ordinance prohibiting the use of wireless communication devices while operating a motor vehicle or bicycle.

Deputy Police Chief Walt Miller reviewed the proposed resolution, noting that Option 1 covers past discussions and involves vehicles in motion while Option 2 aligns itself more with the County ordinance, with a few exceptions.

He said that staff has been in contact with the County Attorney's Office and it was his understanding that the Board of Supervisors would be reconsidering their ordinance to provide an exception for valid amateur radio operators, and it would also include Public Works employees, bus drivers, and taxi drivers.

Mr. Burke said that one of the things they were trying to accomplish with Option 2 related to texting, but he was not clear with his communication. This Option 2 had the full ban whereas it is his understanding that the County's version is different from those in Phoenix and Tucson, which addresses texting. Deputy Chief Miller said that was correct.

Councilmember Oravits said that he liked Option 1 in that it addressed the issue of a vehicle in motion. Councilmember Woodson said that it discusses a vehicle on a street, but many bicyclists are on the sidewalk as well as the FUTS trail.

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.

Emily Davolos, Flagstaff, posed questions regarding traffic related to The Standard. She asked, if they would be losing 50 units of affordable housing, if the new development was only for student members or if anyone could rent. She asked if that would be discrimination.

5. **Presentation on Parks and Recreation Month**

Recreation Director Brian Grube introduced staff members from the Recreation Department who each gave a brief review of activities in their department in recognition of Parks and Recreation Month. Mr. Grube thanked the Council for all of the

improvements being made, which could not be done without the support of the Council and the public.

6. Public Works Presentation on the Core Services Maintenance Facility

Public Works Director Erik Solberg provided a PowerPoint presentation that covered the following:

- ▶ BACKGROUND
- ▶ FLOODPLAIN ISSUES
- ▶ SITE PLAN

Stormwater Manager Malcolm Alter stated that both proposals have similar encroachments into the 100 year floodplain.

Mr. Solberg continued stating that critical facilities cannot be located in the floodplain; not everything in Public Works is going to be critical during emergency events only those needed to respond to an emergency. The site is located in the County and they do not have the same level of stringency as the City; they regulate the FEMA minimum which is the 100 year floodplain. City staff is recommending that those portions of the facility deemed critical be placed outside of the 100 year floodplain and the 500 year floodplain. He stated that the fueling facility, vehicle shop, and street equipment would be outside.

Councilmember Woodson stated that from the McAllister site vehicles will be going east and west on Route 66, he asked if this was out of the 100 year floodplain or if it crosses over. Mr. Alter stated that the entire 100 year floodplain is downstream of Route 66 within the excavated basin.

Mr. Burke stated that staff has tabulated the possibilities and either site is possible with Baylu having the advantage.

Planning Director Dan Folke continued the presentation.

- ▶ LAND USE – REGIONAL PLAN

Mayor Nabours asked if the facility was placed at McAllister if it would be seen from Route 66. Mr. Folke explained that the intention would be to screen the facility with trees; one may be able to see that there is a building back there but it would not be very visible.

Mr. Folke continued.

- ▶ AREA TYPE - LAND USE
- ▶ ZONING
- ▶ SURROUNDING OWNERSHIP
- ▶ ZONING – DEVELOPMENT STANDARDS
- ▶ PLANNING – ANNEXATION
- ▶ ACCESS

Councilmember Overton asked if sprinklers are required on all buildings or just the expansion. Fire Chief Mark Gaillard stated that some of the planned uses require sprinklers. Retrofitting will not be as cheap as installing with new build but his recommendation is to put the higher level of protection in whether required or not. Mayor Nabours asked when secondary access is required and if it can be avoided if the facility is fully sprinkled. Chief Gaillard stated that secondary access would be necessary when a completely sprinkled project exceeds 124,000 square feet. Mr. Solberg stated that two phases are planned for a total of 120,000 square feet. Vice Mayor Evans asked about anticipated future expansion. Mr. Solberg explained that it depends on the service level and how fast the department grows. It is difficult to estimate when and how much.

Mr. Burke stated that the issue of secondary access becomes relevant with the Baylu property as there is only single access at this point whereas McAllister already has secondary access. City Engineer Rick Barrett explained that there are two options for secondary access with the Baylu property out to the east or to the west through the hotel development. There is an ADOT issue with the area to the west; additionally there cannot be a driveway within 300 feet of the curb return associated with an on/off ramp. Future expansion at the Baylu site does not seem to be practical.

Mr. Solberg continued the presentation.

- ▶ PUBLIC WORKS SPLIT OPERATIONS
- ▶ COST COMPARISON

A break was held from 7:28 p.m. through 7:40 p.m.

Mr. Burke stated that Baylu is looking for a decision relatively soon so they will know if they should start marketing for another sale.

Councilmember Oravits stated that he likes the Baylu property but the secondary access issue is a difficult one. Councilmember Barotz added that she has concern with taking the Public Works Yard out of one residential area and putting it next to another. There are eight other properties that can be considered. Mr. Burke clarified that in order to negotiate with another property owner the Council must first reject the top proposal. Councilmember Woodson added that the other option would be to reject all proposals. Mr. Burke indicated that he will place the item on a future agenda for action to be taken.

7. Road Repair and Street Safety Initiative

Mr. Burke provided a PowerPoint presentation that covered the following:

- ▶ ALTERNATIVE A
- ▶ ALTERNATIVE B
- ▶ ALTERNATIVE C
- ▶ ALTERNATIVE D
- ▶ ALTERNATIVE E
- ▶ REVIEW OF TAX – TOTALS
- ▶ DRAFT BALLOT QUESTION

Council discussed the wording of the ballot question and offered minor revisions. The consensus of Council is to go with Alternative B. Mr. Burke will bring language back next week along with the Resolution calling the election and approving the ballot language.

8. **Review of Draft Agenda Items for the July 1, 2014, City Council Meeting.***

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

Mr. Burke stated that everything has been moved from the 6:00 p.m. meeting to the 4:00 p.m. meeting with the exception of the four public hearing items as they were advertised for a particular time.

Mayor Nabours suggested a two minute time limit during the public hearing to allow as many as possible to speak; he also suggested limiting the staff and applicant presentations to 30 minutes. Mr. Burke stated that if needed, a Special Meeting could be called on Wednesday at 6:00 p.m. to continue the public comment. He clarified that the Standard will be the first Public Hearing and will start at 6:00 p.m. with a 30 minute staff presentation and a 30 minute applicant presentation and public comment starting at 7:00 p.m. and ending at 9:30 p.m. If there are comments remaining a Special Meeting will be called on Wednesday July 2, 2014 at 6:00 p.m. to continue public comment.

A special press release will go out noting the Council Rules of Procedure regarding rebuttals and also note that in order to speak a card will have to be turned in at the meeting on July 1, 2014.

9. **Public Participation**

None.

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

Mayor Nabours requested that Dave Wessel present to Council an update on traffic congestion, the obstacles and possible solutions.

11. **Adjournment**

The Flagstaff City Council Work Session of June 24, 2014, adjourned at 8:40 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES OF THE SPECIAL MEETING (EXECUTIVE SESSION) OF THE FLAGSTAFF CITY COUNCIL HELD ON MONDAY, AUGUST 25, 2014, 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 4:44 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 4:44 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. Deed from City to TRAX.

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

i. Lot 12 Auto Park

C. 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).

- i. Legal advice and receive Council direction regarding pending litigation: Joseph Villasenor v. Coral Evans; CV2014-000367.

5. **Adjournment**

The Special Meeting (Executive Session) of the Flagstaff City Council held August 25, 2014, adjourned at 6:10 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

REGULAR COUNCIL MEETING
TUESDAY, SEPTEMBER 2, 2014
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M. AND 6:00 P.M.

4:00 P.M. MEETING

1. CALL TO ORDER

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

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

One or more councilmembers may be in attendance telephonically or by other technological means.

PRESENT

Mayor Jerry Nabours
Vice Mayor Coral Evans
Councilmember Celia Barotz
Councilmember Karla Brewster
Councilmember Jeff Oravits
Councilmember Scott Overton
Councilmember Mark Woodson

ABSENT

None

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

The City Council and audience recited the Pledge of Allegiance and Mayor Nabours read the City of Flagstaff's 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 Work Session of June 10, 2014, and the Regular Meeting of August 25, 2014.

Moved by Councilmember Scott Overton, seconded by Councilmember Karla Brewster to approve the minutes of the City Council Work Session of June 10, 2014, and the Regular Meeting of August 25, 2014.

Vote: 7 - 0 Passed - Unanimously

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.

None

6. PROCLAMATIONS AND RECOGNITIONS

None

7. APPOINTMENTS

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

None

8. LIQUOR LICENSE PUBLIC HEARINGS

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 Contract:** Approval of Lease Agreement for Red Gap Ranch Grazing (*A lease for grazing sheep on Red Gap Ranch*).

Utilities Director Brad Hill said that this was approval of a lease to allow sheep grazing on Red Gap Ranch. The City maintains two leases--one with the State Land Department and this one between the City and sheep ranchers. The benefit to the City is that it keeps the ranch operation contiguous. If they do not maintain this lease for sheep, then State Land made it clear that they would take their parcels and farm them out for someone else to lease their land, and it is important for the city to have access across its land and State land.

He said that an additional benefit is that this new lease has a fixed fee and it covers the dollars the City has to pay State Land for their lease and a little extra. The lease allows for multiple uses. He said that Red Gap Ranch is a water ranch first and the lease is written to allow those activities to continue.

Mayor Nabours asked that Legal review this to ensure that the City has a broad ability to get into the property.

Moved by Councilmember Jeff Oravits, seconded by Councilmember Mark Woodson to accept the bid and approve the lease agreement as presented with Manterola Sheep Co., Inc. for lease payments of \$5,150 annually; and authorize the City Manager or his designees to execute all necessary documents.

Vote: 7 - 0 Passed - Unanimously

- B. Consideration and Adoption of Ordinance No. 2014-22:** An ordinance setting aside and preserving twenty (20) acres of specific city property for open space and authorizing staff to apply to Coconino County for a rezoning to reflect the preservation. (*Designating property near Schultz Pass Rd. and Mt. Elden Lookout Rd. as open space*)

Moved by Councilmember Mark Woodson, seconded by Councilmember Scott Overton to read Ordinance No. 2014-22 for the final time by title only.

Vote: 7 - 0 Passed - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL SETTING ASIDE, AND PRESERVING APPROXIMATELY 20 ACRES OF SPECIFIC CITY OWNED REAL PROPERTY, AS OPEN SPACE, WHICH PROPERTY IS COMMONLY KNOWN AS THE SHULTZ PROPERTY GENERALLY LOCATED NEAR SHULTZ PASS ROAD AND MT. ELDEN LOOKOUT ROAD (COCONINO COUNTY ASSESSOR'S PARCEL NUMBER 300-47-004), AND PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Karla Brewster, seconded by Councilmember Mark Woodson to adopt Ordinance No. 2014-22.

Vote: 7 - 0 Passed - Unanimously

- C. Consideration and Adoption of Ordinance No. 2014-23:** An ordinance of the City of Flagstaff setting aside specific City owned property for inclusion in Buffalo Park and restricting the land to uses and improvements consistent with a passive park (*Neighborwoods*) and authorizing staff to rezone the parcel to reflect its new designation. (*Designating property at the north end of San Francisco as open space*)

Moved by Councilmember Scott Overton, seconded by Councilmember Jeff Oravits to read Ordinance No. 2014-23 for the final time by title only.

Vote: 7 - 0 Passed - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL SETTING ASIDE, PRESERVING AND DEDICATING APPROXIMATELY 26.03 ACRES OF SPECIFIC CITY OWNED REAL PROPERTY, TO BE PUBLIC PARK, WHICH PROPERTY IS COMMONLY KNOWN AS THE NORTH SAN FRANCISCO PROPERTY GENERALLY LOCATED NEAR FIR AVENUE AND NORTH SAN FRANCISCO STREET (COCONINO COUNTY ASSESSOR'S PARCEL NUMBER 110-03-001B), TO BE INCLUDED AS PART OF BUFFALO PARK IMMEDIATELY ADJACENT THERETO, AND PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jeff Oravits, seconded by Councilmember Scott Overton to adopt Ordinance No. 2014-23.

Vote: 7 - 0 Passed - Unanimously

- D. Consideration and Adoption of Ordinance No. 2014-25:** An ordinance authorizing the provision of a ten (10) foot utility easement encumbering parcel number 301-89-001 (Cinder Lake Landfill) and authorizing the City Manager or his designee to execute the necessary documents(***Grant utility easement to APS at the Cinder Lake Landfill***) .

Moved by Councilmember Scott Overton, seconded by Councilmember Karla Brewster to read Ordinance No. 2014-25 by title only for the final time.

Vote: 7 - 0 Passed - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE PROVISION OF A UTILITY EASEMENT ENCUMBERING PARCEL NUMBER 301-89-001 AND BENEFITTING ARIZONA PUBLIC SERVICE ("APS"), AS IS MORE FULLY DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED AS EXHIBIT A, AND PROVIDING AUTHORITY FOR THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS, AND AUTHORITY FOR THE CITY CLERK TO MAKE CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Karla Brewster, seconded by Councilmember Scott Overton to adopt Ordinance No. 2014-25.

Vote: 7 - 0 Passed - Unanimously

RECESS

The Flagstaff City Council meeting of September 2, 2014, recessed at 4:14 p.m.

6:00 P.M. MEETING

RECONVENE

The Flagstaff City Council meeting of September 2, 2014, reconvened at 6:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

13. ROLL CALL

One or more councilmembers may be in attendance telephonically or by other technological means.

PRESENT**ABSENT**

Mayor Jerry Nabours
Vice Mayor Coral Evans
Councilmember Celia Barotz
Councilmember Karla Brewster
Councilmember Jeff Oravits
Councilmember Scott Overton
Councilmember Mark Woodson

None

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

14. PUBLIC PARTICIPATION

None

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

None

16. PUBLIC HEARING ITEMS

None

17. REGULAR AGENDA

- A. Consideration and Approval of Street Closure(s):** 2015 Dew Downtown Flagstaff Urban Ski and Snowboard Festival and **Consideration and Approval of Amplification Exception:** 2015 Dew Downtown Flagstaff Urban Ski and Snowboard Festival

Recreation Supervisor Glorice Pavey reviewed the application, noting that the City had previously issued an RFP to take over this event and they received no response. She reviewed the changes taking place with some of the streets and also noting they had changed the date to January 25-26, 2015, to strategically attract travelers coming to Arizona for the Super Bowl.

She said that they did an extensive public outreach and received comments from approximately ten people, which were included in the staff summary. She said that other staff members were present to address the issues of water, traffic, and sales revenue.

Mr. Hill gave some history on the use of reclaimed water for this event. He said that in December of 2012 Utilities staff contacted ADEQ to see if they could use reclaimed water. In that same month staff received an e-mail stating that given the strict and clear way the rules were written years ago, the use of reclaimed water would not be supported, so with that information staff did not move forward.

He said that there were no deadlines missed, as had been previously commented. In 2014 staff contacted ADEQ again and they said that while there is a path they could apply for its use, they would have to declare San Francisco a direct reuse site, and ADEQ did not think that was an issue. He said that there were clear rules written for other types of land, but the City would have to come up with a plan.

Councilmember Barotz asked if there was any sense of how long such an evaluation would take to put a plan together and be approved. Mr. Hill said that he did not formally ask that question.

Mr. Burke said that he sat in on that conversation with ADEQ and, in short, they are trying to fit a square peg into a round hole. They never contemplated using reclaimed water in this fashion so the rules are not set up that way. The challenge is devising a way to make it "fit into that round hole." On the practical side in making it work, it certainly looks like a much greater expense. He said that the rule seemed the most applicable when the water (snow) stayed on the site, so they would have to figure out a way to capture the runoff and keep it on the site. The rules were not written contemplating reclaimed water being put on the streets.

Councilmember Brewster asked about the amount of water used. Mr. Hill said that they use around 300,000 gallons for the event. From an Utilities perspective, in the average day last year delivering water to the community in December, the volume was 321,000 gallons in one-hour's worth of water. If it was in June, they deliver that amount of water in 36 minutes.

Councilmember Brewster said that it has been well publicized that they were doing this to help downtown businesses overall during the weak sales months. By helping them create revenues, it comes back to the City in the way of sales tax, which allows the City to buy open spaces, improve roads, etc. Mr. Cheema agreed that sales tax does support those things, although he is not involved in the expenditure side of things.

Vice Mayor Evans asked what the increase in sales tax was directly accredited to this event last year. Mr. Cheema said that they do not have that specific information, but overall revenues from sales tax for February was up 22.16% from the prior year, and this was outlined in a CCR provided to Council on July 16, 2014.

Councilmember Overton said that it was a fabulous event and he like it. His only request was that they continue to get private sponsorship to underwrite it as much as possible. He would push ADEQ on this and look at every avenue possible to utilize reclaimed water for the event. He said that they sell reclaimed water to construction companies that put in on the streets all day long. They could demonstrate how the stormwater system works. He would suggest they ask ADEQ to provide for an exception or rewrite the rules.

The following individuals spoke about the Dew Downtown:

- Stuart McDaniel, representing the Flagstaff Greater Chamber of Commerce
- Mark Lamberson, President of the Flagstaff Downtown Business Association
- Moran Henn, representing Friends of Flagstaff's Future
- Adam Shamoni

Comments received included:

- The Chamber members were in favor of this event as it was a large economic development driver. Over the past four years they have seen a double digit growth every year.
- They ask for Council's support of this event.
- It is a Flagstaff event, and so unique to the culture of Flagstaff's history with sledding on Mars Hill and old timers closing streets and piling up snow.
- It is an excellent public/private sponsorship and while they cannot break down the sales tax numbers, they can see that they have compounded the sales taxes every year for the past three years.
- The event has won recognition through the State Recreation and Parks Department for a unique, fun

activity that brings in 10,000 visitors and has an economic impact.

- Friends of Flagstaff's Future greatly support events that put Flagstaff on the map and those that provide fun and meaningful activities, and contribute to the local economy and they commend staff, Council, organizations that work on these events, but they do not feel that the Dew Downtown, as currently organized, can be counted among these.
- This event contradicts the City's efforts in conserving water and asked if there was a policy in place that would allow anyone to request this amount of water for an event, such as dog sledding.
- Would be interested in seeing more information on specifically which businesses this helped, and those which it did not, and they asked why such efforts were not taking place in other parts of the community.
- Thought it was good for business, but was concerned with the water use. Asked if it would be okay to use the event to educate the public about water and the waste of water, or where it goes.

Councilmember Brewster asked if the Flagstaff Downtown Business Improvement and Revitalization District was part of this support. Mr. Lamberson said that they were separate from the DBA; however, many of the same people are involved in both organizations.

Mayor Nabours asked Mr. Lamberson if they were okay with the date change. Mr. Lamberson replied that he was in favor of the date, to take advantage of the travelers from out of state and January sales tax is also weak, so it could work in either January or February.

Vice Mayor Evans said that she thought it was definitely a unique event, and because of that uniqueness they have positive things and challenges. She thought it was important to set a good example, and with their heavy encouragement for water conversation, using potable water was not in line with those efforts. She suggested they be using reclaimed water for the event and they need to push that effort forward.

She said that Mr. Wilson pointed out earlier in the year that not all of the costs were covered, and perhaps that is why no one responded to the RFP. They need additional sponsors and at higher levels. She said that they heard that sales taxes were up because of the event. She would like to find a way to really be able to talk about the sales tax that comes off this event.

She said that they have heard that some of the downtown businesses truly love this event, while others have to close. She was sure they could not please everyone, but she asked if there was a better way to understand the reasoning of why some businesses do not support it.

Councilmember Barotz echoed the comments of pursuing the process with ADEQ to ensure that in future years they could use reclaimed water.

Mayor Nabours said that he did not see this as wasting water, but rather using water to stimulate business and provide recreation, similar to the use of water at the Aquaplex or ice rink. He thought it would be great if they could use reclaimed water.

Moved by Mayor Jerry Nabours, seconded by Councilmember Jeff Oravits to approve the street closure on San Francisco Street between Birch Avenue and Dale Avenue on January 22, 2015 at 8:00 pm through January 25, 2015 at 11:59 pm; approve the street closure at Birch Avenue between Agassiz Street and San Francisco Street on January 23, 2015 at 8:00 am through January 25, 2015 at 11:59 pm; and approve the amplification exception (to allow start box commentary, play-by-play commentary) on Sunday, January 25, 2015 between the hours of 9:00am - 12:00 pm noon.

Vote: 7 - 0 Passed - Unanimously

- B. Consideration of Council Meeting Date Change:** November 2014 Dates due to Election of November 4, 2014, and Veterans Day Holiday of November 11, 2014.

Moved by Mayor Jerry Nabours, seconded by Councilmember Jeff Oravits to cancel the November 4, 2014, meeting and reschedule it for November 3, 2014.

Vote: 7 - 0 Passed - Unanimously

Moved by Mayor Jerry Nabours, seconded by Councilmember Mark Woodson to cancel the November 11, 2014, Work Session.

Vote: 7 - 0 Passed - Unanimously

18. DISCUSSION ITEMS

None

19. POSSIBLE FUTURE AGENDA ITEMS

Verbal comments from the public on any item under this section must be given during Public Participation 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.

None

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

Mr. Burke commented that it was a great County Fair.

21. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council of September 2, 2014, adjourned at 6:45 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

STATE OF ARIZONA,)
) ss.
Coconino County.)

I, ELIZABETH A. BURKE, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on September 2, 2014. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 16th day of September, 2014.

CITY CLERK

MINUTES OF THE SPECIAL MEETING (EXECUTIVE SESSION) OF THE FLAGSTAFF CITY COUNCIL HELD ON TUESDAY, SEPTEMBER 9, 2014, IN THE STAFF CONFERENCE ROOM, SECOND FLOOR OF THE FLAGSTAFF CITY HALL, 211 WEST ASPEN, FLAGSTAFF, ARIZONA

1. Call to Order

Mayor Nabours called the meeting to order at 5:33 p.m.

2. Roll Call

Present:

Absent:

Mayor Nabours

Councilmember Brewster

Vice Mayor Evans
Councilmember Barotz
Councilmember Oravits
Councilmember Overton
Councilmember Woodson

Others present: City Manager Kevin Burke; Deputy City Attorney Sterling Solomon, Human Resources Shannon Anderson, Outside Attorney Gordon Lewis, Jones, Skelton, Hochuli

3. **Recess into Executive Session.**

Mayor Nabours moved to recess into Executive Session; seconded; passed unanimously. The Flagstaff City Council recessed into Executive Session at 5:33 p.m.

4. **Executive Session:**

A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body... and discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to ARS 38-431.03(A)(1) and (3), respectively.

i. Judicial qualifications/appointments

5. **Adjournment**

The Special Meeting (Executive Session) of the Flagstaff City Council held September 9, 2014, adjourned at 5:53 p.m.

MAYOR

ATTEST:

CITY CLERK

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Randy Whitaker, Project Manager
Co-Submitter: Martin Ince, Multi-Modal Planner
Date: 09/09/2014
Meeting Date: 09/16/2014



TITLE:

Consideration of Construction Contract: Flagstaff Urban Trail System (FUTS) Signing Project
(Approve contract with Conco Concrete Specialists, L.L.C. in the amount of \$152,632.00)

RECOMMENDED ACTION:

1) Award the construction contract to Conco Concrete Specialists, LLC of Lakeside, Arizona in the total award amount of \$152,632.00, which includes \$15,000.00 in Contract Allowance with a contract period of 150 calendar days; authorize Change Order Authority to the City Manager in the amount of \$5,000.00 for unanticipated additional costs; and authorize the City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

Awarding the contract will authorize the construction of the FUTS Signing Project in accordance with the contract documents.

Financial Impact:

The project will use budget from the FUTS Fund using accounts 045-05-111-3305-5-XXXX and 045-05-111-3018-5-XXXX in FY 2015. Also, the project is funded by a grant from the U.S. Department of Transportation, Federal Highway Administration through the Arizona State Parks Recreational Trails Program ("RTP") in the amount of \$227,777.00. The final project cost will be divided between the fund sources, 35% City and 65% Grant.

Connection to Council Goal:

COUNCIL GOALS:

2. Fund existing and consider expanded recreational services

Has There Been Previous Council Decision on This:

Yes, a Grant IGA with Arizona State parks was approved on 11/05/10.

Options and Alternatives:

- Approve the award as recommended
- Reject bids and re-advertise the project, which would forfeit the Arizona State Parks Grant and necessitate the suspension or cancellation of the project

Background/History:

The FUTS signing project will install a comprehensive system of trailhead, directional, warning, regulatory, boundary, and interpretive signs that are intended to benefit wayfinding, increase safety and comfort, and promote awareness and appreciation on Flagstaff's urban trails. Approximately 325 signs will be installed. The sign designs use consistent themes, rooted in Flagstaff context and character, to help establish an identity for the trails (see attachment).

Key Considerations:

This is a joint project between the Arizona State Parks and the City. The City will be administering the construction of the project. The bid solicitations were published two times, August 3 and 10, 2014. Three bids were received on August 25, 2014 at the office of the City Purchasing Agent. A summary of the bids received are:

Bidder	Total
<i>Engineer's Estimate</i>	<i>\$365,000.00</i>
Conco Construction	\$152,632.00
Architectural Graphics	\$242,620.00
Woodruff Construction	\$354,934.00

Expanded Financial Considerations:

The project was not carried over from FY 2014 so we will use the accounts mentioned above for appropriation. Also, the project is partially funded by the federal Recreational Trails Program ("RTP") administered by the Arizona State Parks. The awarded RTP funds are \$227,777.00.

Community Benefits and Considerations:

The signs will help residents and visitors navigate the FUTS, which is a city-wide network of non-motorized, shared-use pathways that connect neighborhoods, shopping, places of employment, schools, parks, open space, and the surrounding National Forest. At present there are just over 50 miles of FUTS trails in Flagstaff. The overall master plan shows about 80 miles of future trails, to complete a planned system of 130 miles.

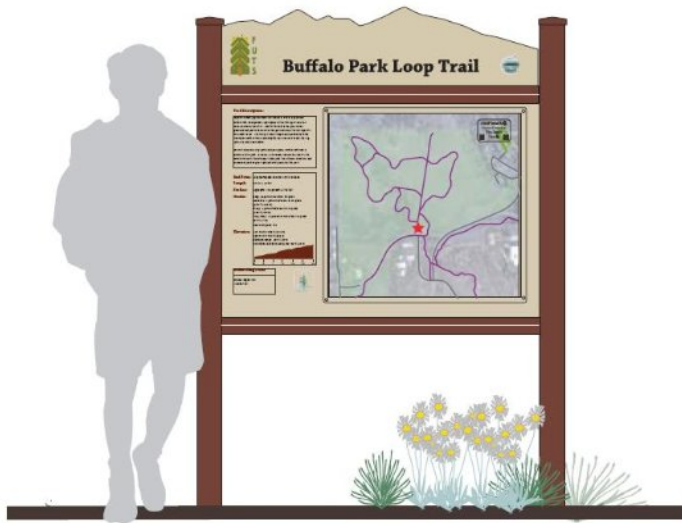
Community Involvement:

Inform: A number of presentations were made to the Bicycle and Pedestrian Advisory Committees, Parks and Recreation and Open Space Commissions, and several outside groups at the beginning of the design process.

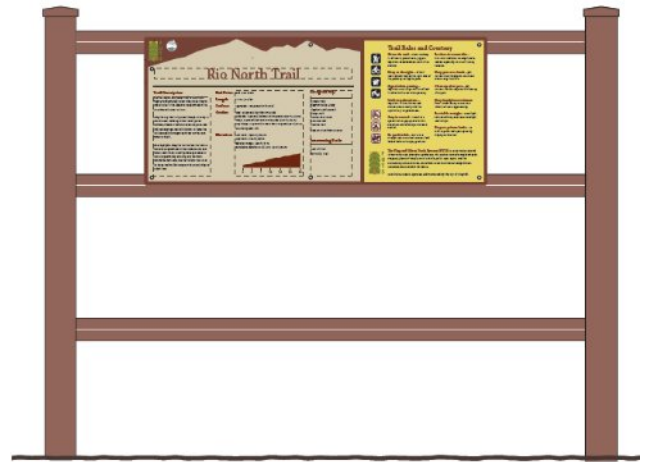
Expanded Options and Alternatives:

- Approve the award as recommended
- Reject the award and re-advertise the project. Rejecting could forfeit \$227,777.00 in Arizona State Parks funding. The project would need to be suspended until alternative funding is identified; or,
- Cancel the project and reprogram City matching funds for another project.

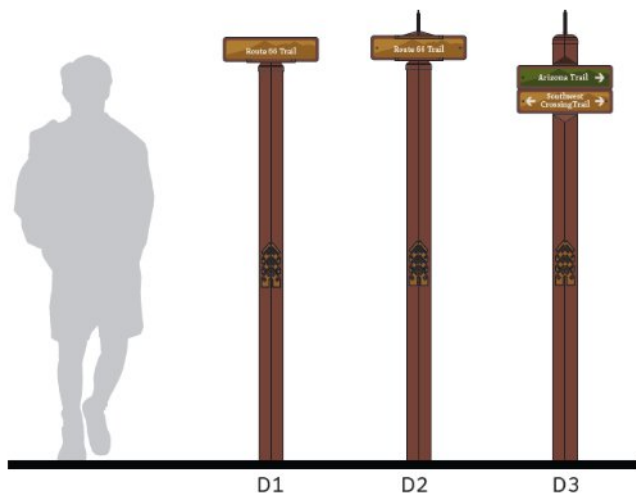
Attachments: [Sign Example](#)
 [Project Map](#)
 [FUTS Construction Contract](#)



Primary Trail Heads



Secondary Trailheads



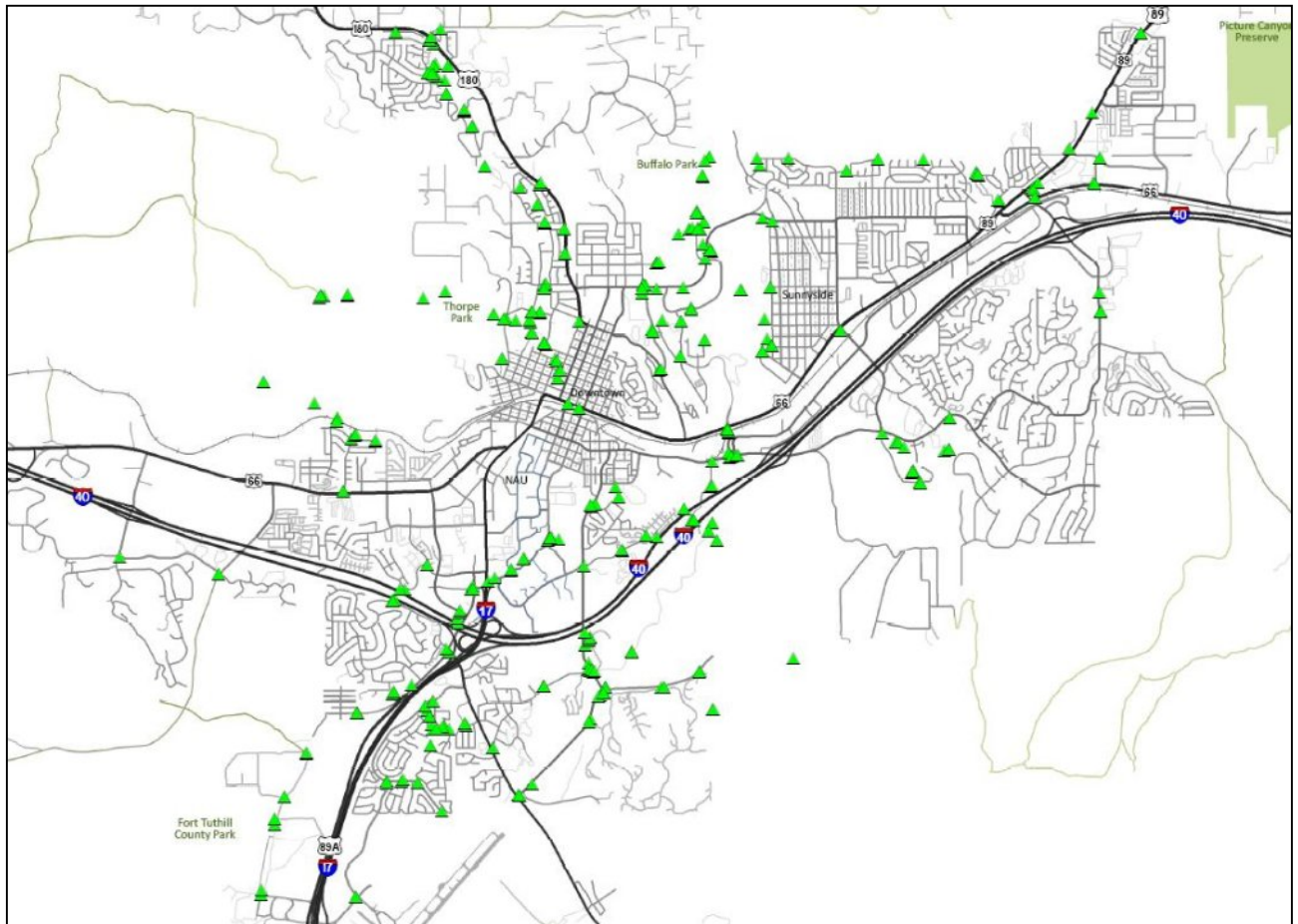
Direction Signs



Regulatory Signs

Sign Examples

8-29-14



PROJECT MAP

△ Sign Location

CONSTRUCTION CONTRACT

**City of Flagstaff, Arizona
and
Conco Concrete Specialists, LLC.**

This Construction Contract ("Contract") is made and entered into this ____ day of _____ 2014, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Conco Concrete Specialist, LLC ("Contractor"), a limited liability company with offices at 187 Mountain View Drive, Lakeside, Arizona. Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Owner desires to obtain sign installation services; and
- B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

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

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

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

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

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

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

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

2.1.2 Special Provisions Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **\$152,632.00** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

- 3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;
- 3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;
- 3.3 The City Engineer shall have the right to finally determine the amount due to Contractor;
- 3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;
- 3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

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

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within one hundred fifty **(150) calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

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

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

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

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

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the

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

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

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

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

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

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

If to Owner:

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

If to Contractor:

Blaine Wilcock
187 Mountain View Drive
Lakeside, Arizona 85929

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

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

16. Contractor's Liability and Indemnification. To the fullest extent permitted by law, Provider shall indemnify, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against liabilities, damages, losses and costs, including reasonable attorney fees, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of the contractor, subcontractor or design professional or other persons employed or used by the contractor, subcontractor or design professional in the performance of the contract. The amount and type of insurance coverage requirements set forth in the Contract (Section 103.6 of Exhibit A) will in no way be construed as limiting the scope of the indemnity in this paragraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Owner, City of Flagstaff

Contractor

Kevin Burke, City Manager

Signature

Attest:

Printed Name

City Clerk

Approved as to form:

City Attorney

**CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND**

PROJECT NAME: FUTS Signing
BID NUMBER: 2015-01

PROJECT NUMBER: ST3002C

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

Witness our hands this _____ day of _____ 20____.

Principal (Seal)

Surety (Seal)

By: _____

By: _____

Agency of Record

Agency Address

**CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND**

PROJECT NAME: FUTS Signing
BID NUMBER: 2015-01

PROJECT NUMBER: ST3002C

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

Witness our hands this _____ day of _____ 20__.

Principal (Seal)

Surety (Seal)

By: _____

By: _____

Agency of Record

Agency Address

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 09/09/2014
Meeting Date: 09/16/2014



TITLE:

Consideration and Adoption of Ordinance No. 2014-26: An ordinance of the City Council of the City of Flagstaff, Arizona, repealing Ordinance No. 1951 related to City of Flagstaff Primary and General Election dates and Councilmembers terms, severability, and establishing an effective date. ***(Repealing prior ordinance setting election dates - future election dates to be considered at a later date)***

RECOMMENDED ACTION:

- 1) Read Ordinance No. 2014-26 by title only for the final time
- 2) City Clerk reads Ordinance No. 2014-26 by title only (if approved above)
- 3) Adopt Ordinance No. 2014-26

Policy Decision or Reason for Action:

Adoption of this ordinance would repeal Ordinance No. 1951 which was adopted in 1997 to align the election dates of the City (listed in the Charter) with those permitted by the State at that time. Further information is provided under *Background Information*.

Financial Impact:

None

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

11. Effective governance

Previous Council Decision on This:

First read of this ordinance took place on September 9, 2014, along with the reading and adoption of related Resolution No. 2014-31. Both the ordinance and resolution will become effective on October 16, 2014.

Options and Alternatives:

- 1) Adopt Ordinance No. 2014-26;
- 2) Amend Ordinance No. 2014-26;
- 3) Not adopt Ordinance No. 2014-26

Background/History:

In 1997 Flagstaff City Council adopted Ordinance No. 1951 requiring primary and general elections to be held in March and May respectively of even-numbered years, to comply with A.R.S. §16-204. In 2012 the Arizona Legislature again amended A.R.S. §16-204, purporting to preempt cities and towns from holding primary and general elections other than the tenth Tuesday before the first Tuesday after the first Monday in November; and, the first Tuesday after the first Monday in November, respectively (simultaneous with state and national candidate elections). Subsequently, litigation was filed by the cities of Tucson and Phoenix challenging the state's purported preemption of city charter provisions relating to local election dates.

The City Council determined it was in the best interests of the community to conform with A.R.S. §16-204 until the legality of the preemption was determined, and thus City Council candidate primary and general elections are proceeding on August 26 and November 4, 2014 respectively. On August 18, 2014, the Arizona Court of Appeals in *City of Tucson, City of Phoenix v. Arizona et al*, 2 CA-CV 2013-0146 ruled that A.R.S. §16-204 improperly intrudes on the constitutional authority of charter cities to establish election dates, but such decision is subject to appeal.

Community Involvement:

Inform

Attachments: Ord. 2014-26

ORDINANCE NO. 2014-26

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF,
ARIZONA, REPEALING ORDINANCE NO. 1951 RELATED TO CITY OF
FLAGSTAFF PRIMARY AND GENERAL ELECTION DATES AND COUNCIL
MEMBER TERMS, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE
DATE**

RECITALS:

WHEREAS, the Flagstaff City Council desires to repeal Ordinance No. 1951, as the primary and general election dates established therein no longer conform with A.R.S. §16-204 as amended in 2012.

ENACTMENTS:

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

SECTION 1. In General.

Ordinance No. 1951 is hereby repealed.

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 3. Severability.

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

SECTION 4. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 16th day of September, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Brian Kulina, Planning Development Manager
Date: 09/09/2014
Meeting Date: 09/16/2014



TITLE:

Consideration and Approval of Final Plat: A request by Flagstaff Christian Fellowship for Tract A of Equestrian Estates at the Flagstaff Riding Club, a subdivision of 4 single-family residential lots and one non-residential parcel on approximately 14.4 acres located at 2600 W Kiltie Lane within the Rural Residential (RR) zone.

RECOMMENDED ACTION:

Staff recommends the City Council approve the final plat and authorize the Mayor to sign both the final plat and the City/Subdivider Agreement when notified by staff that all documents are ready for signature and recordation.

Policy Decision or Reason for Action:

This application is being processed in accordance with the established modified subdivision standards found within Section 11-20.90 of the Subdivision Code, which states that when a subdivision contains four or fewer lots, the modified subdivision may be utilized and that the requirement for Planning Commission review of a preliminary plat may be waived at the request of the subdivider. To accomplish this request, staff follows the final plat process outlined in Section 11-20.70.030.F of the Subdivision Code, which states that upon receipt of a final recommendation from the Community Development Director and City Engineer, the City Council shall review the final plat for final approval. Final approval indicates that the plat meets the requirements of the Zoning Code, the Subdivision Code, and the Engineering Design Standards and Specifications for New Infrastructure.

Financial Impact:

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

Connection to Council Goal:

Retain, expand, and diversify economic base
Effective governance

Has There Been Previous Council Decision on This:

No previous City Council decisions have been made regarding the subdivision of Equestrian Estates Tract A.

Options and Alternatives:

1. Approve the final plat as recommended by staff.
2. Approve the final plat subject to conditions.
3. Deny the final plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background/History:

Mogollon Engineering and Surveying, Inc., on behalf of Flagstaff Christian Fellowship, is requesting final plat approval to subdivide four (4) single-family residential lots and one (1) non-residential parcel containing approximately 14.4 acres from Tract A within the Equestrian Estates subdivision. The subject property is currently zoned Rural Residential (RR).

On April 12, 1990, the City Council approved a Revised Final Plat for Equestrian Estates at the Flagstaff Riding Club that created 38 single-family residential lots and Tract A. On August 19, 1993, the City Council approved a Final Plat of a Resubdivision of Equestrian Estates at the Flagstaff Riding Club that created 50 single-family residential lots and Tract A. On December 26, 2002, the Coconino County Recorder recorded a Results of Survey & Split of Tract A that created one single-family residential parcel containing approximately 1.8 acres, one commercial parcel containing approximately 3.9 acres, and Tract A.

Community Involvement:

Inform

The subject property's existing zoning allows for the proposed subdivision. No public hearing or public outreach is required as part of the City Council's review of a final plat.

Attachments: Application
 City/Subdivider Agreement
 Final Plat (2014)



City of Flagstaff

Community Development Division

211 W. Aspen Ave

P: (928) 213-2618

Flagstaff, AZ 86001

F: (928) 213-2609

www.flagstaff.az.gov

SUBD

Date Received

MAY 08 2014

Application for Subdivision Review

File Number

DEV 14-002

Property Owner(s) <u>Flagstaff Christian Fellowship</u>		Phone <u>214-607-5600</u>
Mailing Address <u>123 S. Beaver</u>	City, State, Zip <u>86001</u>	Email
Applicant(s) <u>Tom Baggett</u>		Phone <u>607-5600</u>
Mailing Address <u>1501 W. Forest Meadows St.</u>	City, State, Zip <u>Flagstaff, AZ</u>	Email
Project Representative <u>Mogolon Engineering</u>		Phone <u>214-0214</u>
Mailing Address <u>411 W. Gulate</u>	City, State, Zip <u>Flagstaff AZ 86001</u>	Email <u>mogolon99@aol.com</u>
Requested Review:	<input type="checkbox"/> Development Master Plan <input type="checkbox"/> Conceptual Plat <input type="checkbox"/> Preliminary Plat P&Z and Council <input checked="" type="checkbox"/> Final Plat- Council	
<input type="checkbox"/> Modified Subdivision <input type="checkbox"/> Preliminary Plat		

Project Name: <u>Equestrian Heights</u>		Site Address <u>2600 W. Kiltie</u>		Parcel Number	
Proposed Use <u>Single Family Sub.</u>		Existing Use <u>CBP - Stables</u>		Subdivision, Tract & Lot Number <u>112-32-031C</u>	
Zoning District <u>RR</u>		Regional Plan Category <u>Very Low Density Res</u>		Flood Zone <u>X</u>	Size of Site (Sq. ft. or Acres) <u>14.398 ac</u>
Property Information:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Located in an existing Local/National Historic District? (Name: _____)			
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Existing structures are over 50 years old at the time of application?			
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Subject property is undeveloped land?			
Surrounding Uses		North <u>CBP-I-40</u>	South <u>Res</u>	East <u>Res</u>	West <u>Res</u>
(Res, Com, Ind)					
Proposed Use:		Number of Lots <u>4</u>	Number of Units <u>4</u>	Number of acres per use	Building Square Feet
Please complete a "Subdivision Review Application" and provide an initialed "Application and Information Checklist" form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. <u>Incomplete submittals will not be scheduled.</u>					
Property Owner Signature: (required) <u>[Signature]</u>		Date: <u>1-15-14</u>		Applicant Signature: <u>[Signature]</u>	
		Date: <u>1-15-14</u>			
For City Use					
Date Filed: <u>5/8/14</u>		Case Number (s) <u>PFA 2014 0006</u>			
P & Z Hearing Date: <u>N/A</u>		Publication and Posting Date: <u>N/A</u>			
Council Hearing Date: <u>9/16/14</u>		Publication and Posting Date: <u>N/A</u>			
Fee Receipt Number: <u>14-0034822</u>		Amount: <u>\$ 1,244.00</u>		Date: <u>5/8/14</u>	
Action by Planning and Zoning Commission: <u>N/A</u>		Action By City Council:			
Approved		Approved			
Denied		Denied			
Continued		Continued			
Staff Assignments		Planning <u>Brian</u>	Engineering <u>Rena</u>	File <u>Kent</u>	Public Works/Utilities <u>Jim</u>
					Stormwater <u>Kyle</u>

CITY/SUBDIVIDER AGREEMENT
CITY OF FLAGSTAFF, ARIZONA

This Agreement is entered into by and between the CITY OF FLAGSTAFF, a municipal corporation duly created and existing under the laws of the State of Arizona, hereinafter referred to as CITY; and Flagstaff Christian Fellowship Subdivider, hereinafter referred to as SUBDIVIDER.

W I T N E S S E T H

WHEREAS, Flagstaff Christian Fellowship (Subdivider) desires to subdivide property within the City of Flagstaff, Arizona known as Tract A Equestrian Estates at Flagstaff Riding Club; and

WHEREAS, CITY is agreeable to accepting said subdivision as proposed; providing that the subdivider constructs the subdivision in accordance with City standards and as set forth in the approved tentative plat, and while fulfilling the obligations set forth below, which the subdivider hereby assumes; and

WHEREAS, building permit(s) is (are) required and will be issued following execution of this agreement;

NOW, THEREFORE, in consideration of the subdivision and the mutual covenants of the parties hereinafter expressed, the parties hereto agree as follows:

1. SUBDIVIDER agrees to construct all improvements in conformance with the CITY'S Subdivision Regulations and the "General Construction, Standards and Specifications" of the CITY, and to employ a responsible supervisor.
2. SUBDIVIDER further agrees to dedicate all streets and rights-of-way to the CITY for public use and to offer all public improvements to the CITY for acceptance into the CITY system.
3. The CITY agrees to accept the Subdivision as platted and to accept ownership of public improvements upon their completion and approval by the CITY.
4. In the event that the CITY should be required to institute any action for the enforcement of this agreement, SUBDIVIDER, shall be required to pay a reasonable attorney's fee in addition to all other costs assessed in any such action.

IN WITNESS WHEREOF, the parties herto have caused this agreement to be executed on their own behalf and by the duly authorized officials and officers on the day and year herein written.

(Signed):

[Signature] Chairman, FCF Finance
Subdivider/Title Committee

Subdivider/Title

STATE OF ARIZONA)
) ss
County of Coconino)

SUBSCRIBED AND SWORN to before me this 13 day of
August, ~~2014~~ 2014 by Michele Gail Glasby.

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

[Signature]
Notary Public

My Commission expires:

Dated this 13 day of August,
~~2014~~ in Flagstaff, Coconino County, Arizona.

By: _____
Mayor

ATTEST:

City Clerk



DEDICATION:

STATE OF ARIZONA }
COUNTY OF COCONINO }SS.

KNOW ALL MEN BY THESE PRESENTS: THAT FLAGSTAFF CHRISTIAN FELLOWSHIP., HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF TRACT "A" OF EQUESTRIAN ESTATES AT THE FLAGSTAFF RIDING CLUB, A RE-SUBDIVISION OF PARCEL 3 OF TRACT "A" OF THE AMENDED PLAT OF EQUESTRIAN ESTATES AT THE FLAGSTAFF RIDING CLUB, CASE 5, MAP 31 & DOCKET 1436, PAGE 269, COCONINO COUNTY RECORDS. LOCATED IN THE NE1/4 SECTION 30, TOWNSHIP 21 NORTH, RANGE 7 EAST, G. & S.R.M., FLAGSTAFF, COCONINO COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS AND MEASUREMENTS OF THE LOTS AND STREETS CONSTITUTING SAME AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

IN WITNESS WHEREOF: FLAGSTAFF CHRISTIAN FELLOWSHIP, HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS REPRESENTATIVE, THEREUNTO AUTHORIZED.

DONE AT _____, ARIZONA, THIS ____ DAY OF _____ 20____

BY: _____
MYRON E. LEPPKE (CHAIRMAN)

ACKNOWLEDGMENT:

STATE OF ARIZONA }
COUNTY OF COCONINO }SS.

ON THIS THE ____ DAY OF _____ 20____, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, MYRON E. LEPPKE, CHAIRMAN OF FLAGSTAFF CHRISTIAN FELLOWSHIP, WHO ACKNOWLEDGED BY SELF TO REPRESENT FLAGSTAFF CHRISTIAN FELLOWSHIP, AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OCCUPANCY:

NO CERTIFICATE OF OCCUPANCY FOR ANY RESIDENCE MAY BE ISSUED NOR MAY ANY RESIDENCE ERECTED IN THIS TRACT BE OCCUPIED UNTIL THE REQUIRED WATER, SEWER, AND ALL OTHER ESSENTIAL UTILITIES ARE INSTALLED AND AN ALL-WEATHER ACCESS ROADWAY TO THE RESIDENCE IS CONSTRUCTED AND APPROVED OR ACCEPTED BY THE CITY ENGINEER.

NOTES:

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
A. REMOVABLE WOOD, WIRE, OR SECTION-TYPE FENCING
B. CONSTRUCTION, STRUCTURES, OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

ALL BUILDING CONSTRUCTION, INCLUDING ACCESSORY BUILDINGS, SHALL BE LIMITED TO A SPECIFIC DEVELOPMENT ENVELOPE FOR EACH LOT AS SHOWN HEREON AND THIS BUILDABLE AREA IS LIMITED TO SETBACKS SHOWN.

ALL ON-LOT AREAS NOT DESIGNATED AS DEVELOPMENT ENVELOPES ARE TO BE MAINTAINED AS PERPETUAL RESOURCE PROTECTION EASEMENTS AND BUFFERYARDS TO BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS (SEE SHEET 2 OF 2 FOR INDIVIDUAL DEVELOPMENT ENVELOPES).

CONSTRUCTION OF LANDSCAPING WITHIN CLEAR VIEW ZONES IS RESTRICTED PER THE CITY OF FLAGSTAFF ENGINEERING DESIGN & CONSTRUCTION STANDARDS & SPECIFICATIONS FOR NEW INFRASTRUCTURE (2012 EDITION) - SECTION 13-10-006-0002, INTERSECTION SIGHT TRIANGLES, CLEAR VIEW ZONES.

DRIVEWAY SLOPES SHALL BE IN ACCORDANCE WITH CITY OF FLAGSTAFF ORDINANCE NO. 2007-13.

NO FENCING, RE-GRADING, DISTURBANCE OF NATURAL GROUND, PLACEMENT OF FILL OR ANY OTHER OBSTRUCTIONS ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS.

FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED ON SITE WHEN ANY PORTION OF THE FACILITY OR BUILDING IS BEYOND 150 FEET FROM APPROVED FIRE APPARATUS ACCESS ROADWAYS AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING OR FACILITY. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE SUBSTITUTED FOR MEETING THIS REQUIREMENT WHEN APPROVED BY THE FIRE DEPARTMENT. CONFER WITH THE FLAGSTAFF FIRE DEPARTMENT FIRE PREVENTION OFFICER TO DETERMINE THE SPECIFIC MEANS OF COMPLIANCE.

THE PROPERTY OWNERS ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND LIABILITY FOR PRIVATE DETENTION FACILITIES AND PRIVATE DRAINAGEWAYS.

THE CITY OF FLAGSTAFF SHALL HAVE THE RIGHT TO PERIODICALLY INSPECT SAID DETENTION FACILITIES TO VERIFY THAT REGULAR MAINTENANCE ACTIVITIES ARE BEING PERFORMED ADEQUATELY.

ACCESSORY BUILDINGS AND STRUCTURES SHALL EITHER BE CONSTRUCTED WITHIN THE INDIVIDUAL BUILDING ENVELOPES AS SHOWN OR THE INDIVIDUAL OWNER MUST DEMONSTRATE THROUGH A BUILDING PERMIT APPLICATION THAT NO FOREST RESOURCES OR SLOPE RESOURCES GREATER THAN 17% WILL BE REMOVED ON ENCROACHED UPON. ADDITIONALLY, THE BUILDING/STRUCTURE SHALL COMPLY WITH ALL CITY OF FLAGSTAFF REQUIREMENTS REGARDING THE LOCATION, SIZE AND CONSTRUCTION FOR SUCH BUILDING/STRUCTURE.

CITY OF FLAGSTAFF:

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ON THE

_____ DAY OF _____, 20____

BY: _____ MAYOR

ATTEST: _____ CITY CLERK

BY: _____ CITY ENGINEER

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED BY THE CITY ENGINEER AND THE PLANNING DIRECTOR, CITY OF FLAGSTAFF, COCONINO COUNTY ARIZONA ON THE

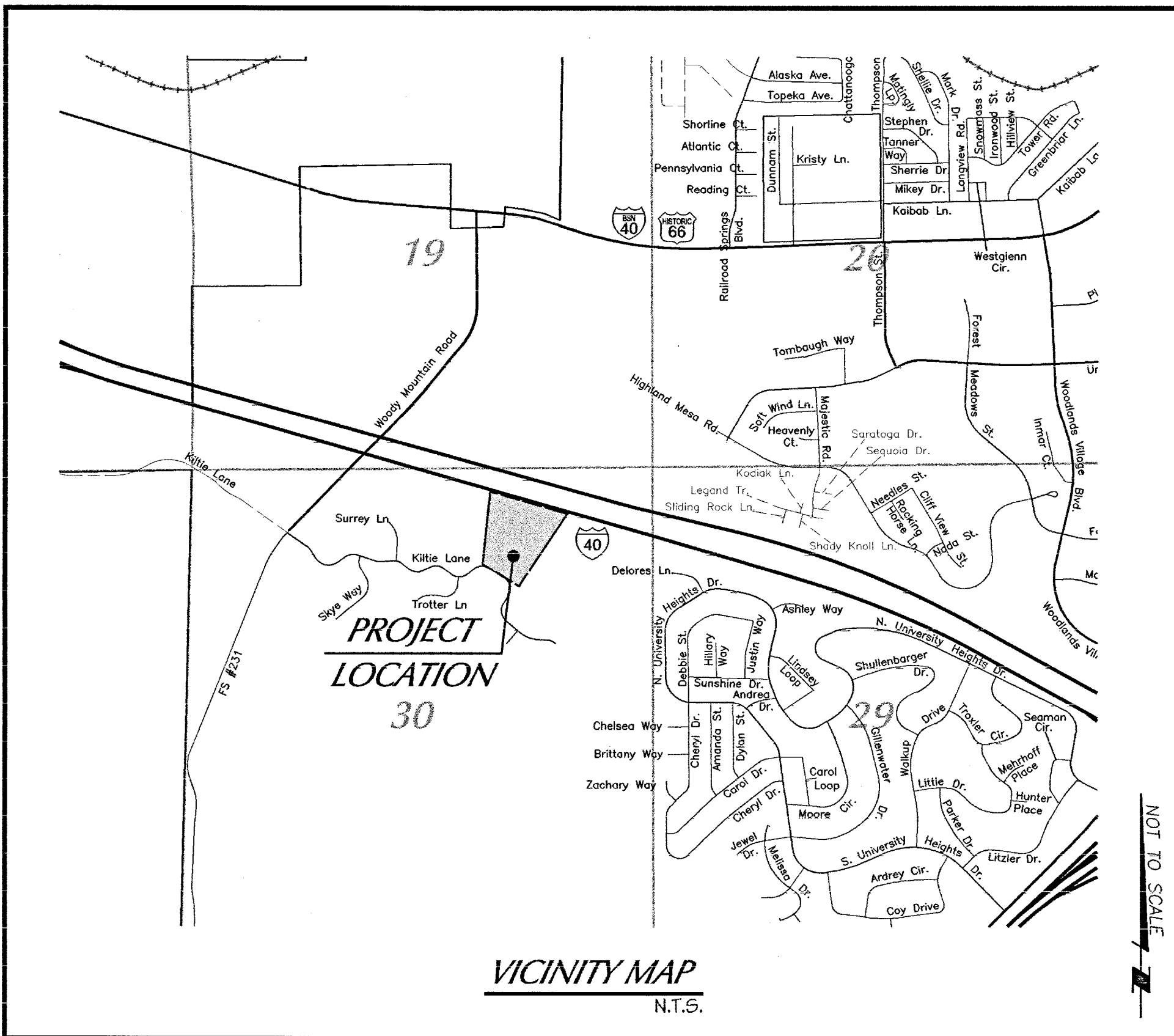
_____ DAY OF _____, 20____

BY: _____ CITY ENGINEER

BY: _____ PLANNING DIRECTOR

FINAL PLAT OF TRACT "A" OF EQUESTRIAN ESTATES AT THE FLAGSTAFF RIDING CLUB

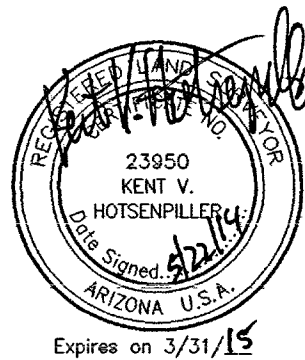
A SUBDIVISION OF PARCEL 3 OF
TRACT "A" OF THE AMENDED PLAT OF EQUESTRIAN
ESTATES, CASE 5, MAP 31 AND DOCKET 1436, PAGE 269
LOCATED IN THE NE1/4 OF SECTION 30
TOWNSHIP 21 NORTH, RANGE 7 EAST, G. & S.R.M.
FLAGSTAFF, ARIZONA



VICINITY MAP
N.T.S.

INDEX TO SHEETS

- | | |
|---|-------------|
| 1 | COVER SHEET |
| 2 | FINAL PLAT |



I HEREBY CERTIFY THAT THIS PLAT, AND THE SURVEY ON WHICH IT IS BASED, WAS PERFORMED AND PREPARED BY ME AND THAT IS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

UTILITY COMPANY ACKNOWLEDGMENT

UNISOURCE ENERGY	DATE
CENTURYLINK	DATE
ARIZONA PUBLIC SERVICE	DATE
SUDDENLINK	DATE

PROJECT INFORMATION

SUBDIVISION NAME:	TRACT "A" OF EQUESTRIAN ESTATES AT THE FLAGSTAFF RIDING CLUB
ADDRESS:	2600 W. KILTIE LANE
NUMBER OF LOTS:	4
TOTAL ACREAGE:	14.3980± ACRES
ASSESSORS PARCEL NUMBER:	112-32-031C
ZONING DISTRICT:	RR
R.L.U.T.P. DESIGNATION:	VERY LOW DENSITY RESIDENTIAL
EXISTING IMPERVIOUS SURFACE:	0 S.F.
ESTIMATED IMPERVIOUS SURFACE:	7,000 S.F. / LOT = 28,000 S.F.
OWNER REPRESENTATIVES:	FLAGSTAFF CHRISTIAN FELLOWSHIP 123 S. BEAVER ST. FLAGSTAFF, AZ. 86001 (928) 607-5600
WATER and SEWER:	WATER AND SEWER SERVICES WILL CONNECT TO THE EXISTING WATER & SEWER MAINS IN KILTIE LANE

FUTURE SUBDIVISIONS

BASED ON REQUIREMENTS OF THE FLAGSTAFF FIRE DEPARTMENT, THE CITY WILL NOT SUPPORT THE FURTHER SUBDIVISION OF LAND WITHIN EQUESTRIAN ESTATES AT THE FLAGSTAFF RIDING CLUB WITHOUT A SECONDARY ACCESS.

WATER & SEWER SERVICES

ALL NEW SEWER SERVICES SHALL BE 4" AND ALL NEW WATER SERVICES SHALL BE A 1" WATER SERVICE LINE CONNECTED TO (2) 3/4" WATER METERS FOR DOMESTIC SERVICE.

FEMA FLOOD ZONE

THIS PROJECT IS LOCATED IN FEMA ZONE "X" NO SHADING

C.C.&R's

IT IS INTENDED FOR THESE FOUR (4) NEW LOTS TO BE INCORPORATED INTO THE EXISTING EQUESTRIAN ESTATES HOMEOWNERS ASSOCIATION

NON-VEHICULAR ACCESS EASEMENT

A 0.10' NON-VEHICULAR ACCESS EASEMENT WILL SURROUND THE SUBDIVISION EXCEPT WHERE THE PARCEL FRONTAGES ARE ADJACENT TO KILTIE LANE (A PUBLIC ROADWAY)

RESOURCE PROTECTION OVERLAY ZONE

THESE PARCELS ARE NOT LOCATED WITHIN THE RESOURCE PROTECTION OVERLAY ZONE

ADEQUATE WATER SUPPLY

THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION No. 41-900002.0002. THIS ADEQUATE WATER SUPPLY NOTE HAS BEEN ADDED TO THIS FINAL PLAT AS A REQUIREMENT OF THE CITY OF FLAGSTAFF. MOGOLLON ENGINEERING and SURVEYING, INC. DOES NOT GUARANTEE, WARRANTEE OR CERTIFY ANY INFORMATION IN THIS APPLICATION No. 41-900002.0002.

Mogollon
ENGINEERING
& SURVEYING

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& SURVEYING

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& SURVEYING

Mogollon
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& SURVEYING

5/8/14
MES# 07669

FINAL PLAT OF TRACT "A"
OF EQUESTRIAN ESTATES AT
THE FLAGSTAFF RIDING CLUB

411 W. Santa Fe Avenue, Flagstaff, AZ. 86001
P.O. Box 1952, Flagstaff, AZ. 86002
Phone: 928-214-0714 • Fax: 928-213-0015

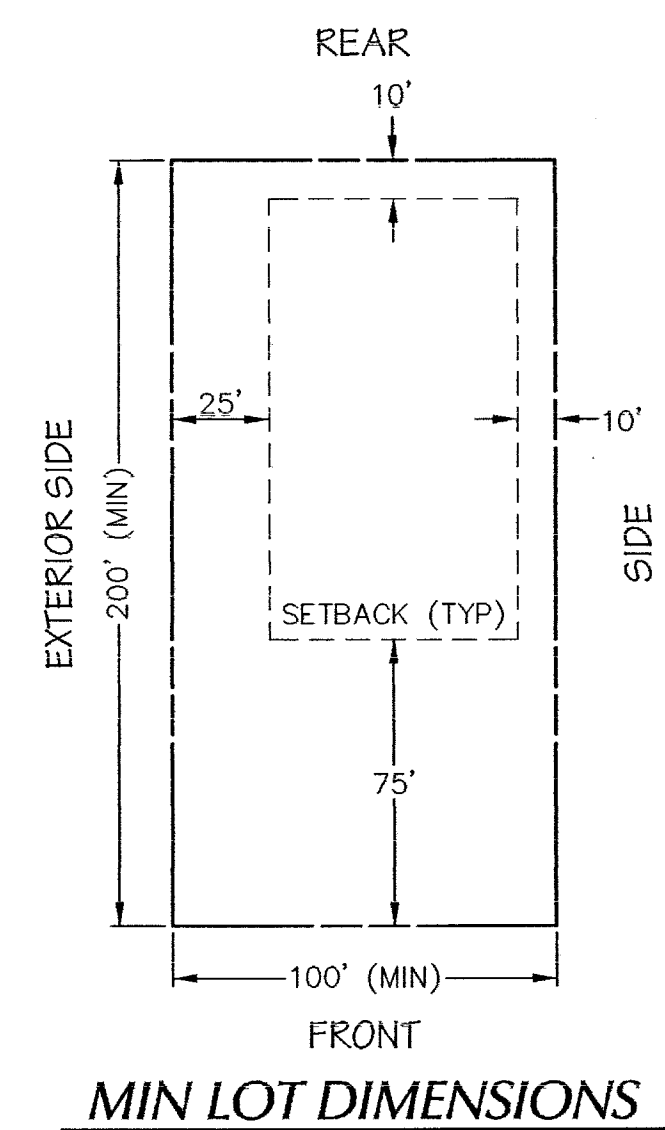
DATE 5/8/14
DESIGNED BY: ROB/KVH
DRAWN BY: TME
CHECKED BY: KJW/RUS
PROJECT NO. 07669
FN. SHEET-01.DWG
VERT. SCALE N/A
HOR. SCALE N/A
REVISIONS:

FINAL PLAT OF TRACT "A" OF EQUESTRIAN ESTATES AT THE FLAGSTAFF RIDING CLUB

A SUBDIVISION OF PARCEL 3 OF
TRACT "A" OF THE AMENDED PLAT OF EQUESTRIAN
ESTATES, CASE 5, MAP 31 AND DOCKET 1436, PAGE 269
LOCATED IN THE NE1/4 OF SECTION 30
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FLAGSTAFF, ARIZONA

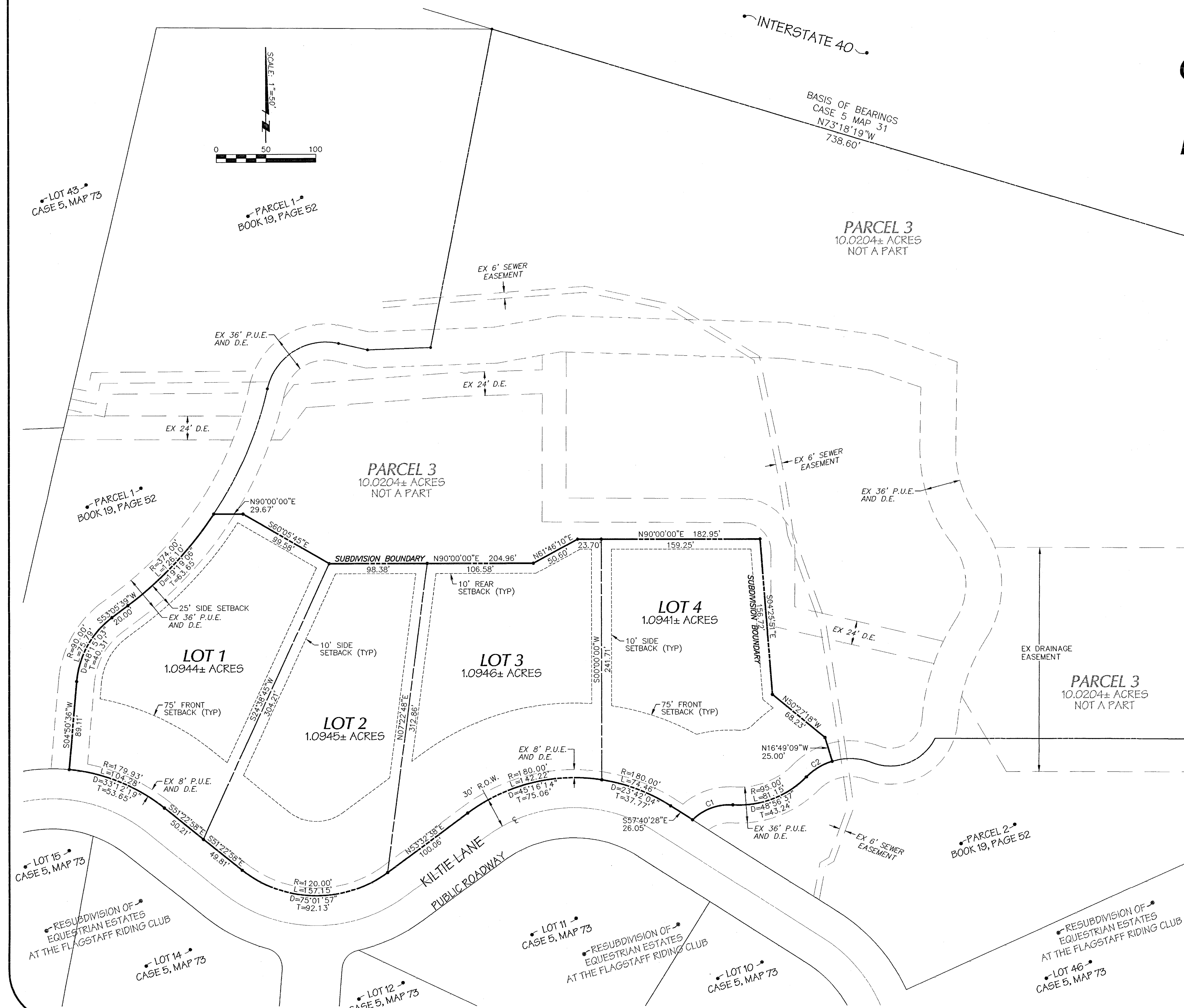
ZONE RR STANDARDS

FRONT SETBACK: 75' (MIN)
REAR SETBACK: 10' (MIN)
INTERIOR SIDE SETBACK: 10' (MIN)
EXTERIOR SIDE SETBACK: 25' (MIN)
BUILDING HEIGHT: 35' (MAX)
BUILDING COVERAGE: 20% (MAX)
MINIMUM LOT SIZE: 1 ACRE



CURVE DATA

#	RADIUS	LENGTH	DELTA	TANGENT
C1	53.00'	44.29'	47°52'35"	23.53'
C2	62.00'	30.63'	28°18'11"	15.63'



5/8/14
MES# 07669

FINAL PLAT OF TRACT "A"
OF EQUESTRIAN ESTATES AT
THE FLAGSTAFF RIDING CLUB

Mogollon ENGINEERING & SURVEYING
411 N. Santa Fe Avenue, Flagstaff, AZ 86001
P.O. Box 1593, Flagstaff, AZ 86002
Phone: 928-214-0214 • Fax: 928-919-0015

REVISIONS PER C.O.P. COMMENTS DATED 1/31/14
DESIGNED BY: RDB/KVH
DRAWN BY: PHE
CHECKED BY: KVH/RDB
PROJECT NO. 07664
FN: SHEET-02.DWG
VERT. SCALE: 1"=40'
HOR. SCALE: 1"=50'

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Michael O'Connor, Public Works Section Head
Date: 09/09/2014
Meeting Date: 09/16/2014



TITLE:

Consideration and Adoption of Resolution No. 2014-32: A resolution of the City Council of the City of Flagstaff naming the outer loop trail in Buffalo Park the "Nate Avery Trail" (***Approve Buffalo Park trail dedication***).

RECOMMENDED ACTION:

- 1) Read Resolution No. 2014-32 by title only
- 2) City Clerk reads Resolution No. 2014-32 by title only (if approved above)
- 3) Adopt Resolution No. 2014-32

Policy Decision or Reason for Action:

Resolution No. 2001-73, states that the criteria for naming a City facility (including trails) may be accomplished through a petition process with the appropriate commission. If the proposed name is that of an individual, the person must have been deceased for two years, unless it is an individual who has contributed outstanding civic service to the City. Facility names may be changed by City Council approval. City staff and the community would like to commemorate the efforts of this man by dedicating the trail in his honor. Nate Avery meets the criteria.

Financial Impact:

This decision has no financial impact on the City. The Avery family will pay for the signage.

Connection to Council Goal and/or Regional Plan:

Council goal: Fund existing and consider expanded recreational services

Regional plan: Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.

Policy Rec. 1.1 Integrate active and passive recreational sites within walking distance throughout the region to promote a healthy community for all City and County residents and visitors.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

- 1) Approve the proposal allowing for the trail in Buffalo Park to be named the "Nate Avery Trail".
- 2) Not approve the request.

Background/History:

Nathan Carrington (Nate) Avery was born in Flagstaff, Arizona and graduated from Flagstaff High School in 1985. Nate enrolled at NAU with an undeclared major and began working part-time for Northern Pipeline. Soon thereafter, Nate decided to pursue his true passion and switched his major to Pre-medicine. He was then elected to the Student Senate where he met Student Body Vice President Annette Wildes, who would later become his wife. Always seeking the next adventure, Nate began working for Hatch River Expeditions as a Grand Canyon river guide during the summer months. Nate was admitted to the University of Arizona, College of Medicine in 1990 and completed a neurosurgery residency in 2000 from the University of Kentucky. He went on to complete a one-year pediatric neurosurgery fellowship at the University of Utah. While on fellowship, Nate drew on his architectural background, his surgical training, and a youth spent working on cars to invent and patent a cervical plate for children who suffered injuries to the junction of the head and spine.

Nate and his family returned to Flagstaff in 2001. Nathan was deeply committed to the Flagstaff community, volunteering and supporting numerous organizations including the Whale Foundation and Flagstaff Public Schools. Although he did not serve on any organized boards or committees, Nate chose to support his community through healing one by one. His volunteer hours consisted of bedside support, a gentle hand, a supportive hug, and a listening ear to patients, friends, children, family, and strangers. The group that he touched was diverse. No one was a stranger to Nate and he made everyone feel like they were his best friend. Nate was a hero and healer to all whom he encountered.

Nate loved Flagstaff, and he loved Buffalo Park. He only ran the loop at Buffalo Park. Nate would run around the loop once and say he ran 4 miles. The next day he would run the loop again and report that he ran 7 miles. On any given day, one loop could equal anywhere from 2 to 10 miles but it always put a smile on his face. After any run, hike, day at the lake, or wood cutting adventure, he often remarked that this was the "Best Day Ever". The community chooses to remember him now by knowing he lived his "Best Life Ever" and would want everyone to do the same. The community would like to honor our hometown hero by naming the Buffalo Park outer loop trail to the "Nate Avery Trail" and remind those in the community to always live their best life ever!

Key Considerations:

The renaming of the trail was an idea from his colleagues to commemorate him as he loved Buffalo Park and the "outer loop trail". His family has supported cross country running in Flagstaff and has been instrumental in the groups that help plan the events, mainly at Buffalo Park. The idea of renaming the trail has tremendous support from the community.

Expanded Financial Considerations:

This decision has no financial impact on the City. The renaming of the trail will have no added maintenance costs to the Parks section.

Community Benefits and Considerations:

Members of the community continue to express admiration for Nate Avery for contributions to the community. This proposal allows public recognition and a constant reminder of his dedication to the community.

Community Involvement:

Consult

The proposed trail dedication was developed in consultation with the Parks and Recreation commission. On August 20, 2014, the City of Flagstaff Parks and Recreation Commission received a presentation on the trail dedication, had no questions and unanimously voted in support of the trail dedication, as required by Resolution 2001-73.

Expanded Options and Alternatives:

1. Approve the proposal allowing for the outer loop trail in Buffalo Park to be named the "Nate Avery Trail".
2. Not approve the request.

Attachments:

U:\Avery\Kat Spillman - Nate Trail.doc

U:\Avery\Kim Marr - Nate letter.docx

U:\Avery\Michelle Grua - Nate Letter.docx

U:\Avery\Walt Taylor - Nate letter.docx

U:\Avery\BuffaloParkAerial.pdf

Nate Avery Trail Resolution

Dempsey Letter

August 19, 2014

Ladies and Gentlemen of the Flagstaff Parks and Recreation Committee:

Nate Avery, during his unfortunately shortened lifetime, was a compassionate, giving individual who contributed more to the world and his community than most people ever dream of giving. The modest estimate of 1500 people gathered at Nate's Celebration of Life, only begins to show the impact Nate had on his community. The website www.nateavery.info overflows with stories of Nate's impact on so many lives. And now, two years since his unfortunate passing, the incredible number of BLE ("Best Life Ever") stickers on vehicles in town (as well as out of town) grows exponentially. Nate made a profound impact on his community during his life as well as in his passing.

Nate gave without trying—it was his humble nature. He loved and believed in people and always made everyone feel important and special, no matter their career or walk of life. He took a genuine interest in people and knew he had something to learn from everyone. The beauty of that is, while he was busy learning from everyone, he was simultaneously giving—giving the gift of love and compassion to every single person he encountered—even the stranger at the gas station.

As a neurosurgeon, Nate helped and healed countless individuals with his amazing skill and attentive bedside manner, always becoming more than just a doctor to his patients. As a community member, Nate and his wife, Annette, made generous contributions to numerous organizations working to improve lives of all who live in Flagstaff. As a neighbor, Nate was just another guy down the street always willing to lend a helping hand. In the winters, Nate would be seen driving the neighborhood in his orange dodge, loaded with a snowplow and truck full of kids having fun, ready to help dig out any neighbor in need. If someone were running low on firewood, Nate would show up with a truckload of wood and unload it. Who knows how many neighbors he stitched up on his kitchen counter on the weekends? Nate would "kidnap" the kids and the dog (he wasn't even a fan of dogs—so he said) to play for the afternoon, which would then turn into evening and Nate feeding everyone dinner. Neighborhood kids had a constant presence at the Avery house because inevitably Nate was in the garage working on some cool project in which they could be involved. For many of the kids in the "hood", he filled the role of being the "fun dad". He was always there for advice on a problem—no matter the subject of the problem: car issues; electrical; mechanical; woodworking; art; child rearing; boats—you name it. Whenever a baby was present, Nate was the guy soothing it, cuddling it and working his magic like no other could. Nate was always there to help someone in need.

Nate was a busy man with a high pressured, successful career. He could have been arrogant and self-centered, but he was the complete opposite. He often would have preferred to be called a plumber rather than a neurosurgeon. Nate could have chosen to become a renowned neurosurgeon at a famous, high-tech, advanced hospital, yet he chose to return to his hometown of Flagstaff, where he knew he could make a difference. There he dedicated his life and skills to improving the lives for all of us that live in Flagstaff and surrounding areas. And that he most definitely accomplished. Nate always gave to our community, striving to make it a better place to live not only for himself but also for each and every one of us. He always somehow managed to make time for everyone—his kids, wife, friends, colleagues, neighbors, patients, and the stranger at the gas station. Nate Avery was a man who epitomized living life to its fullest—every single day. He packed in the adventure, took advantage of every single moment with a smile on his face, and made it all look easy and painless.

Nate's favorite place to run was Buffalo Park. We think it would be a very fitting honor and tribute to Nate to rename the Buffalo Park trail the Nate Avery Trail. Nate paid life forward and inadvertently taught everyone he encountered how to be a better human being. If we could all learn from Nate and give of ourselves—just a little—the world would be a better place. Nate and his legacy are an inspiration for all—whether you knew him or not. Renaming the trail would be an appropriate reminder for all of Flagstaff that life is fleeting and that we should all try to live our Best Life Ever. This would be a well-deserved honor for such an incredibly dedicated, inspirational and giving member of our community.

Respectfully,

Katherine and Dave Spillman
Paul Berg and Jen Saunders
Liza vonRosenstiel and Phil Pearl

Maureen Avery Meyer
Becky and Chris Thomas
Karen Haubensak & Dave Able
Sherri and Dave Corcoran
Matt and Caroline Marks
Jeff and Theresa Bierer
Jaima and Chuck Peterson Family
Mark and Susan Bierer
Helen-Marie and Paul Holmgren
Diane and Brent Wood
Beverly Macallister and E. Karl Isbrecht
Chris Gunn
Jean Goodrich Patchin
Dave Wagner
Bonny Sands and Will Grundy
Charlie Mikulewicz
Debra Block and Dave Rudakewich
The Reverend Ann Johnson
Mary Ellen and Ken Mylrea
Bill and Sheryll Gibson
Jane Reukema
Lori and Jon Gauld

August 19, 2014

To: Flagstaff City Council
Parks & Recreation

Thank you for taking the time to read my letter and recognize my support of the dedication of the Buffalo Park Fitness Loop Trail in honor of Nate Avery.

As a Flagstaff resident who has regularly used Buffalo Park for over twenty years, I would like to request that the Fitness Loop Trail be named after Flagstaff's own, and taken so soon, Nate Avery.

Nate Avery, a Flagstaff native ran in Buffalo Park, took his family and encouraged the community to use this amazing resource, in all our back yards. This magical location is now a pilgrimage for Nate's family and friends as they run, jog and even walk thinking of Nate and his contributions to the Flagstaff community. Buffalo Park is a place of peace and beauty, a fitting tribute to a man who dedicated his career to the betterment of mankind.

With Nate's photographic memory, Buffalo Park never left his thoughts, and when healing children, making those oh so delicate incisions, Nate's mind would take him to one of Flagstaff premier local attractions...Buffalo Park.

Nate's family both biological and extended would be honored to know that though their hero might be gone, his legacy, commitment to Flagstaff, and passion for our amazing community will live on in the dedication of the Buffalo Park Fitness Loop Trail after Flagstaff's own native son: Nate Avery.

May the Avery's loss remind us all to live our "Best Life Ever." What a wonderful thought to contemplate while wandering, walking, running, jogging or just smelling the flowers in our beloved Buffalo Park.

Sincerely,

Kim Marr
Local Flagstaff Resident and Local Business Owner

Ladies and Gentlemen of the Flagstaff Parks and Recreation Committee and City Council,

I am writing today in support of the Avery family's request to change the name of the Buffalo Park Trail to The Nate Avery Trail. The reasons that I believe the name change is appropriate are simple, much like Nate himself. To me, Nate embodied the very spirit of Flagstaff. Despite his "big city" education and his extraordinary talents as a Neurosurgeon, Nate was first and foremost a Flagstaff boy. He was a highly skilled Pediatric Neurosurgeon, and once his long years of training were complete, he could've written his own ticket. He could've chosen to practice at the likes of Stanford or Johns Hopkins, and they would have been lucky to have him. While in training, he invented and patented a unique neurosurgical device. He could have published scientific articles, sought prestige and academic fame. Instead, he chose to bring his talents back home, to share with the community that he so dearly loved. He had tons of "cred", and had every right to be boastful or proud, but he never was. Instead, he was just a sweet, goofy kid in a grown-up body with a crooked perpetual grin, always ready to lend a hand or give a smile. The most telling moment at his memorial, which was attended by almost 2500 people, was when his brother Chris asked for anyone whom Nate had ever done a favor for to raise their hands. Every single person raised their hand. How many of us are that generous with our time and energy?

Through that boundless energy, he poured his heart into bettering our community. He worked diligently to educate himself and others in support of the public school override, which is up for a re-vote. Were it not for Nate attending "townhall" meetings and taking it upon himself to explain the urgent need for the override to those present, I believe the vote would have failed. He was instrumental in helping to organize the WingDing, an annual fundraiser to benefit the Whale Foundation, a non-profit organization that provides free or low-cost mental health care to Grand Canyon river guides. He even donated a spine surgery to the highest bidder for the WingDing silent auction--- a STEAL at \$1200, anesthesia included!!

As a fellow physician, I was blessed to work closely with Nate on the sickest children. Although he took the surgical portion very seriously, he was equally intent on making sure the head bandage was whimsical and fun. I asked him once why he liked the head bandages so much, and he said, "Because that way, their parents will feel like WE love their child, too." And THAT is the heart of what Nate was all about. I have seen medical colleagues come and go, but I have NEVER, in 25 years of practice, seen the outpouring of love and the communal sense of loss that we have felt since Nate's too-soon departure. The BLE stickers that you see all over town? They're EVERYWHERE in the hospital, and there are more popping up everyday, and not just in the O.R., or on the ward where he sent his patients after surgery. They're in the staff lounge on Labor and Delivery. They're on the portable Endoscopy cart. The MRI machine. The cabinet door in the E.R. The billing office. The education department. They're on the anesthesia carts, on the secretary's desk, on the housekeeper's cleaning carts. And they're on more cars than I can count,

including nearly every other physician's car. They say there's only one degree of separation in Flag, but when it comes to Nate, I think it's more like zero degrees---I can't think of anyone who has touched so many people in such a profound way, all the while maintaining his humility and proclaiming his unabashed adoration of the town he called home. Some days, I feel like very single person in Flagstaff knew Nate.

Many folks covet our forest trails for running, and rightly so, but Nate had simpler pleasures. He preferred to run around Buffalo Park, right in the heart of Flagstaff, surrounded by the mountains and city he loved. It never lost its allure for him. If you asked him how his run at Buffalo Park was, he would exult "Best Day Ever!" Many people utilize the Buffalo Park trail in their pursuit of a happier, healthier life...in short, in pursuit of their own Best Life Ever. How fitting it would be for all those people who loved Nate and who were loved by him to see his name as they head out with their families and pets for an evening stroll or jog. Perhaps they would smile. Perhaps they would feel gratitude for something he had done for them---whether it was to fix their hurting back, or save their child from a brain tumor, or hotwire their boat for them on the launch ramp at Lake Powell after somebody forgot the keys at home in Flagstaff (um... that might have been me...) Perhaps they would feel that he is, in a way, still with them---still with us all.

So my reasons for wanting the name change are simple: He loved us and he loved our community. There is hardly a person in town that did not benefit from his generosity, his keen mind, or his willingness to simply be a friend. He wasn't some hoity-toity surgeon--- he was Everyman, whose greatest joy was living his life to its fullest and expressing unbridled appreciation for the joy that it brought. His name on the trail would serve as a beautiful reminder that despite our differences, we are all the same, and that each of us can choose at any time to live our Best Life Ever. Who better to represent our most beautiful, most central open space than Nate?

Sincerely,

Michelle Grua

August 18, 2014

TO: Parks and Recreation Committee
City Council of Flagstaff

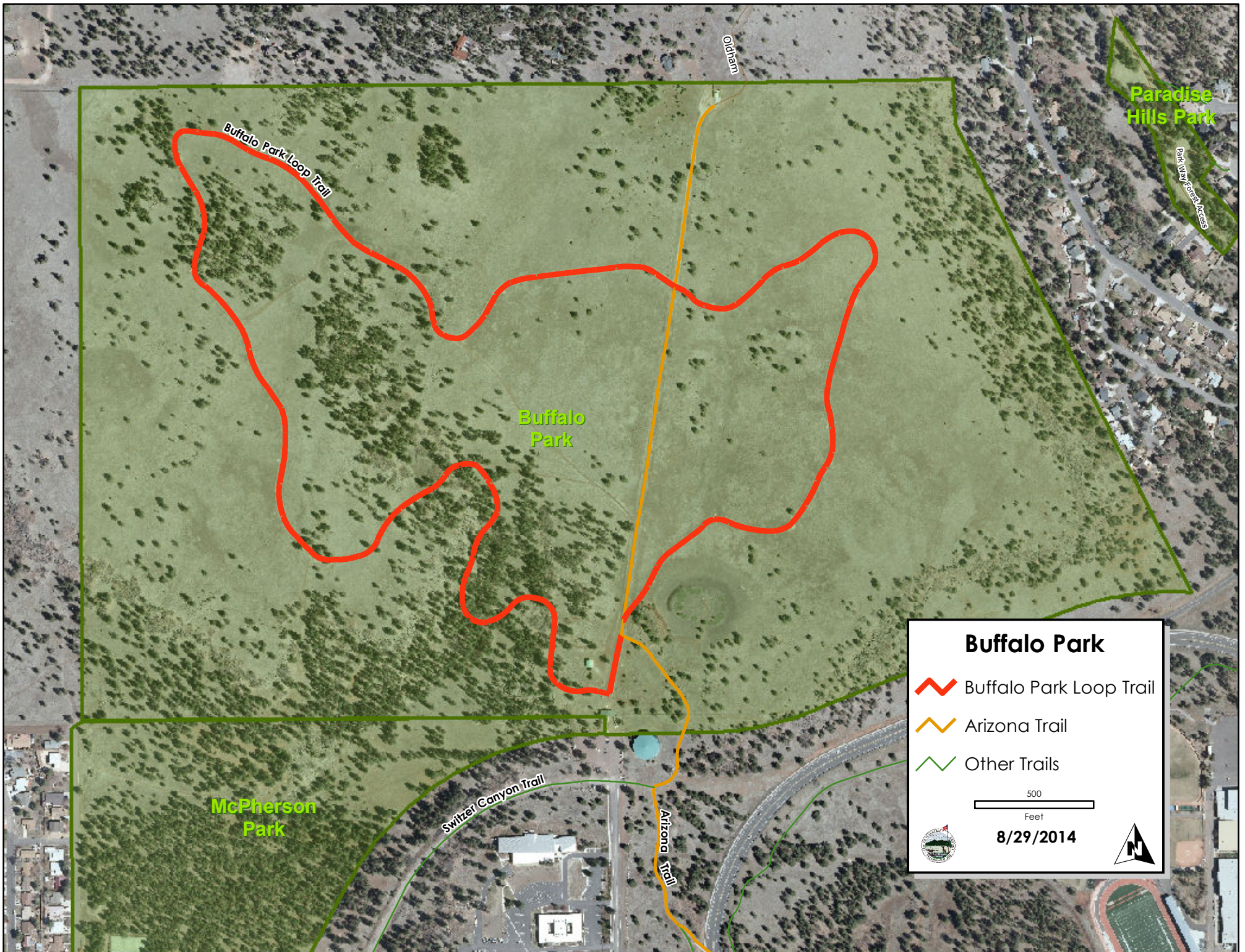
Re: Buffalo Park Trail

Buffalo Park, with its trails, is one of the precious gems of our city. It provides a safe location for hundreds of people daily to walk, run, bike, ski in the winter, and soak up inspiration and personal physical and mental health benefits. Its central location, excellent trail surface and free access all encourage heavy use. I personally have used it hundreds of times over the 46 years I've lived here. I particularly love the diversity of trail users ranging from Olympic hopefuls to families with kids, high school cross country teams, pregnant ladies, Moms pushing strollers, overweight joggers, and disabled people.....a real cross section of our community.

The idea of naming the trail to honor Dr Nate Avery is super. Nate grew up here loving the forests, the mountains, and the healthy outdoor life style that so many enjoy. After medical school he did several years of neurosurgical training in Kentucky then Utah. He and his wife Annette with their young family chose to come home to Flagstaff to use his skills and raise their family. I strongly suspect that our mountains, forests and trails played a large role in that decision. Nate loved hiking, running, rafting, skiing and participated in the Imogene Pass Run in Colorado several times. Being around him in the course of these outdoor activities was always uplifting and just plain fun. I think it very fitting to commemorate his life and many contributions to Flagstaff with a lasting tribute on the Buffalo Park trail to keep his spirit and love of healthy outdoor recreation alive. Please make this happen!

Sincerely,

Walt Taylor, MD



Buffalo Park Loop Trail

Buffalo Park

Paradise Hills Park

Park Way Forest Access

McPherson Park


Switzer Canyon Trail

Arizona Trail

Buffalo Park

 Buffalo Park Loop Trail

 Arizona Trail

 Other Trails

500
Feet



8/29/2014



RESOLUTION NO. 2014-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF,
ARIZONA NAMING THE OUTER LOOP TRAIL IN BUFFALO PARK THE
“NATE AVERY TRAIL”**

RECITALS:

WHEREAS, the Flagstaff City Council established a policy for the naming of City facilities in Resolution No. 2001-73, which provides that an individual for whom a City facility is named must have been deceased for at least two years prior to the naming of the facility; and

WHEREAS, the community wishes to honor the memory of Nate Avery; and

WHEREAS, Nate Avery has been deceased for more than two years.

ENACTMENTS:

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

Section 1. That the Outer Loop Trail in Buffalo Park be named the “Nate Avery Trail” in honor of Mr. Avery’s contributions to the community.

Section 2. That Nate Avery contributed outstanding civic service to the City of Flagstaff.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 16th day of September, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

August 20, 2014

Dear Mayor Nabours and Council Members,

I write to express my support for the memorial naming of "The Nate Avery Trail" at Buffalo Park.

As I trust you've heard from so many others over the past two years, Dr. Avery left an extraordinary impact on our City, its children and families.

I have lived and worked in Flagstaff for over forty years. Over the past two decades, I had the privilege of growing close to Nate and his family.

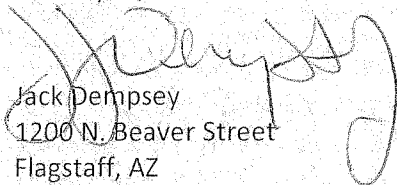
From his parents and siblings I learned of wonderful stories of his Flagstaff childhood, including his youthful, adventurous hikes in the Grand Canyon. I've heard grateful stories from tearful parents and families of his remarkable clinical expertise and compassion. I've experienced his playful trouble-making, in settings ranging from family gatherings to serious hospital meetings.

In each and every occasion, he was simply an extraordinarily gifted and caring man.

Dr. Avery's expertise and training afforded him international opportunities; he chose to return to Flagstaff. He chose to build his home close to his neighborhood...close to Buffalo Park. Many, many evenings he chose to head to Buffalo Park, to run or walk along its trails.

The Council should now choose to remember Nate by renaming the Buffalo Park Trail as The Nate Avery Trail.

Thank you,


Jack Dempsey
1200 N. Beaver Street
Flagstaff, AZ

CC Parks & Rec Commission
City Clerk

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Brian Kulina, Planning Development Manager
Date: 09/09/2014
Meeting Date: 09/16/2014



TITLE:

Consideration and Adoption of Resolution No. 2014-34: A resolution authorizing the execution of a Development Agreement between VP I-40 & Country Club, LLC ("Vintage Partners") and the City of Flagstaff related to the development of approximately 93 acres of real property generally located at 1201 N Country Club Drive.

RECOMMENDED ACTION:

- 1) Read Resolution No. 2014-34 by title only
- 2) City Clerk reads Resolution No. 2014-34 by title only (if approved above)
- 3) Adopt Resolution No. 2014-34

Policy Decision or Reason for Action:

State law allows cities to enter into development agreements by resolution. The proposed Development Agreement governs the terms and conditions of the use and development of the subject property.

Subsidiary Decisions Points:

This is the first of two related items. Should this agreement be approved by City Council, the associated final plat will be considered for approval.

Financial Impact:

Based on previous Council policy decisions and Capital Improvement Program budgeting, the City has agreed to cover the Developer's contributions to the Fourth Street overpass bridge of Interstate-40 and improvements to the Oakmont Drive/Country Club Drive intersection.

Prior to the final platting on any parcel in Unit II, the City and the Vintage Partners will work on an amendment to this agreement that will address improvements to the Soliere Avenue crossing of the Fanning Wash including proportional cost associated with those improvements. At this time, it is anticipated that the funding for the City's share of improvements will come from the City Transportation Fund for street improvements.

Connection to Council Goal and/or Regional Plan:

Repair Replace maintain infrastructure (streets & utilities)
Retain, expand, and diversify economic base
Effective governance

Has There Been Previous Council Decision on This:

No previous Council discussion has occurred as it relates to this Development Agreement. The Developer has processed a preliminary plat and final plat for the subject property concurrently with the processing of this application.

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 Flagstaff Regional Plan 2030, the Zoning Code, and the City's development goals and policies.

Community Benefits and Considerations:

The community will receive the following benefits:

- If warranted, design and installation of a traffic signal at the intersection of Country Club Drive and the primary driveway of Unit I.
- A contribution of fifty thousand four hundred thirty five dollars (\$50,435.00) toward intersection improvements at Fourth Street and Soliere Avenue.
- The transfer or conveyance of Parcel 5 in Unit II, as depicted on the attached preliminary plat, to the City for the continued use of the parcel as drainage and the Rio de Flag floodplain and floodway.
- Improvements to the Fanning Wash culvert under Soliere Avenue.

Community Involvement:

Inform

Development agreements do not require public or neighborhood notification. However, this agreement is related to the proposed development known as Country Club/I-40, which has had a preliminary plat reviewed and approved by the City Council at a public meeting.

Attachments: Dev Agreement
 Res. 2014-34

When recorded, mail to:

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

DEVELOPMENT AGREEMENT AND WAIVER
between
City of Flagstaff
and
VP I-40 & Country Club, LLC.

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into this _____ day of _____, 2014 (the “**Effective Date**”), by and between the City of Flagstaff, an Arizona municipal corporation (“**City**”) and VP I-40 & Country Club, LLC, an Arizona limited liability company (“**Owner**”). City and Owner are sometimes referred to in this Agreement collectively as the “**Parties**,” or individually as a “**Party**.”

RECITALS

A. A.R.S. § 9-500.05 authorizes City to enter into development agreements with landowners and other persons having an interest in real property located in the City.

B. Owner is the owner of approximately 93 acres of real property generally located at the intersection of Interstate 40 and Country Club Drive, within the corporate limits of Flagstaff, Arizona, more specifically described and depicted in ***Exhibit “A”*** and referred to in this Agreement as the “**Property**.”

C. The Property is currently zoned (the “**Zoning**”) Highway Commercial (HC), High-Density Residential (HR), and Rural Residential (RR).

D. Under the Flagstaff Regional Plan 2030 adopted in January 14, 2014, the Property is in an area appropriate for the development proposed by Owner and is designated for Suburban development in an existing Suburban Activity Center.

E. Owner received approval of a preliminary plat of the Property on March 18, 2014 (“**Preliminary Plat**”). Owner currently intends to develop the Property with a mix of uses spread over two units. The first unit (“**Unit I**”) is generally located at the southeast corner of Country Club Drive and Interstate 40. The second unit (“**Unit II**”) is generally located west of the intersection of Country Club Drive and Soliere Avenue. It is Owner’s current intent that Unit I and Unit II, combined, will be developed with approximately 250,000 square feet of commercial space including potentially a retail anchor, two 100 room hotels, and other retail tenants such as restaurants, fueling, bank, fast-food drive through, and services uses (the “**Project**”). Owner also currently intends to construct (or cause the construction of) residential units on one of the parcels within Unit II. The Project will be constructed as a phased development that is anticipated to be completed in the five to seven years following the date of

this Agreement. When the City’s Council approved the Preliminary Plat, one of the conditions was that, prior to completion and approval of a final plat, a Concept Master Plan would identify solutions for water and sewer infrastructure, circulation and drainage on that portion of the Property identified as Unit I. The Preliminary Plat approval was also conditioned upon the final platting standing alone in regards to transportation, sewer, water, stormwater and franchise utilities. This Agreement will address those issues.

F. City has an interest in ensuring that the development of the Property complies with City standards for development and engineering improvements, and City believes that development of the Property pursuant to this Agreement will result in planning, safety, and other benefits to City and its residents.

G. Owner acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to Owner by providing assurances to Owner that it has met the conditions described in Paragraph E, above, and will have the ability to develop the Property within the City pursuant to this Agreement, under the Zoning, and in accordance with the Preliminary Plat.

H. City and Owner acknowledge that this Agreement is a “development agreement” pursuant to the provisions of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the Parties agree as follows:

1. INCORPORATION OF RECITALS

Each of the Recitals set forth above is incorporated into this Agreement as though fully set forth herein.

2. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise. Other terms defined parenthetically throughout this Agreement shall have the meanings ascribed to such terms.

2.1 **“Applicable Laws”** shall mean the federal, state, county and local laws (statutory and common law) ordinances, rules, regulations, permit requirements, and other requirements and official policies of City which apply to the development of the Property as of the Effective Date.

2.1 **“City”** shall mean and refer to the City of Flagstaff, an Arizona municipal corporation, and any successor public body or entity.

2.2 **“Improvements”** shall mean and refer to all public and private infrastructure improvements which may be constructed from time to time as part of the Project, including, without limitation, public roads, utilities, driveways, landscaping and other improvements of any type or kind to be built by Owner, whether on the Property or elsewhere.

2.3 **“Owner”** shall mean and refer to VP I-40 and Country Club, LLC, an Arizona limited liability company, and its successors and permitted transferees or assignees.

2.4 **“Phase”** shall mean and refer to each separate component or portion of the Project which is or may be developed by Owner pursuant to this Agreement in Owner’s sole discretion.

2.5 **“Project”** shall mean and refer to the development of the Property as described in the Recitals to this Agreement.

2.6 **”Property”** shall mean and refer to the real property which is legally described in *Exhibit “A.”*

3. PRELIMINARY PLAT

Owner intends to obtain approval for a final plat on the Property in two phases (Unit I and Unit II) and Owner may do so provided that each phase is independent of the other with regard to transportation, sewer, water, stormwater, and franchise utilities as described in more detail in Section 9 of this Agreement. City shall process all submittals made by Owner in conformance with Section 10.1, and nothing contained in this Agreement shall preclude City from the exercise of its normal review process and requirements in connection with its approval of such submittals.

4. DEVELOPMENT STANDARDS

Development of the Property shall be governed by City’s codes, ordinances, regulations, rules, guidelines and policies controlling permitted uses of the Property, design review standards, the density and intensity of uses, the maximum height and size of the buildings within the Property, as well as the standards for off-site and on-site public improvements in existence as of the Effective Date of this Agreement, except as modified herein; provided, however, that Owner obtain off-site construction permits for one or more components of the Project within two (2) years following the effective date of this Agreement. If Owner fails to obtain any off-site construction permits within this two (2) year period, then development of the Project shall be subject to City’s codes, ordinances, regulations, rules, guidelines and policies in effect at the time Owner applies for such construction permits. Notwithstanding the foregoing provisions of this Section 4, City reserves the right to adopt future ordinances assessing or imposing development fees under the authority of A.R.S. § 9-463.05, which shall be applicable to development of the Property. City and Owner agree and acknowledge that, upon the Effective Date of this

Agreement, all building permit and other fees then normally applicable to construction within City shall apply to the Project.

5. GUIDING PRINCIPLES

The Parties acknowledge that development activities for the Property may extend over several years and that many of the requirements and procedures provided for in this Agreement contemplate that development and use of the Property in the future may be subject to procedures, requirements, regulations and ordinances not presently in effect, as well as actions and decisions by City staff and officials which could not be provided for with particularity on the Effective Date. With respect to such matters the Parties agree that they will act reasonably and in good faith in implementing, operating under, and exercising the rights, powers, privileges and benefits conferred or reserved by this Agreement or by law; provided, however, City's denying a permit for the reason of Owner's failure to meet City's criteria for such permit shall not be deemed a breach of this Agreement by City.

6. PROJECT DESCRIPTION AND DESIGN STANDARDS

6.1 Commercial Development. The Project, as contemplated at the time of the Effective Date of this Agreement, will consist of approximately two hundred fifty thousand (250,000) square feet of leasable commercial space. The site layout of the commercial portion of the Project must conform generally to the design standards found within the Zoning Code regarding the arrangement of buildings within a commercial development. Owner, at Owner's election, may submit applications for commercial buildings individually or in groups of buildings to City for development review approval, and the approval process for such submissions will proceed for the building or buildings submitted without the requirement that other buildings proceed through the development review process simultaneously.

6.2 Design Standards. Owner will conform to City's architectural standards with regard to exterior building materials and colors, which will conform to City's Design Review standards. Owner will ensure that massing, bulk and scale of commercial buildings will also conform to these standards.

6.3 Performance of Owner Obligations. City acknowledges that Owner's Obligations included in this Agreement may be performed, in whole or in part, by Owner or by developers and contractors acting for or on Owner's behalf.

7. CITY OBLIGATIONS

7.1 Intersection Improvements at Oakmont Drive and Country Club Drive. City has programmed the improvements to the Oakmont Drive/Country Club Drive intersection (the "**Intersection**") into its Capital Improvement Plan; therefore no contribution will be required from Owner with respect to any public improvements or infrastructure at the Intersection. Attached as **Exhibit "C"** is City's Transportation Engineering Program Memorandum dated January 31, 2014.

7.2 Fanning Wash. Parties acknowledge that Section 5.2.1 of the Stormwater Management Design Manual and Section 12-01-0001-0006.8N of the City Code requires improvements to the culvert under Soliere Avenue in order to convey the 100-year flood for the FEMA designated watercourse known as Fanning Drive Wash (the “Fanning Wash Improvements”), and that said improvements would benefit the larger community. Prior to final plat approval of any parcel in Unit II, the Parties agree to work in good faith towards a design solution for the Fanning Wash Improvements with the Owner’s proportional share contribution and terms agreed upon and assigned through an amendment to this Agreement. City has programmed funds for the Fanning Wash Improvements into its Capital Improvements Plan. The Capital Improvements Plan is subject to appropriation. In the event the Parties cannot reasonably agree upon a design solution and the Owner’s proportional share contributions for the Fanning Wash Improvements within five (5) years of the Effective Date and/or Owner has not undertaken substantial alteration of the Fanning Wash culvert within five (5) years of the Effective Date, the City Manager may recommend removal or continuation of the project in the Capital Improvements Plan. For the next five years after the Effective Date the City Staff will advocate for the continuance of the Fanning Wash Improvements in the Capital Improvement Plan. Nothing contained in this Agreement shall preclude City from completing all or part of the Fanning Wash Improvements outside of Owner’s development of Unit II.

7.3 Fourth Street Bridge Spanning Interstate 40. The City’s Council has determined that it will not require contributions or other payments for the widening of the Fourth Street Bridge Spanning Interstate 40 (“**I-40 Bridge**”), as City plans to fund and complete such construction independently of the Project.

8. OWNER OBLIGATIONS

8.1 Signal at Private Driveway and Country Club Drive. Owner acknowledges that, depending on the traffic volumes on Country Club Drive and the projected traffic volumes generated from the development of the parcels in Unit I of the Project, the installation of a traffic signal at the intersection of the Unit I private driveway and Country Club Drive (the “**Signal**”) may, at some point during the development of Unit I, be warranted. Upon reasonable determination by City’s Transportation Engineer, applying standards in effect as of the Effective Date, that a traffic signal warrant analysis (the “**Warrant Analysis**”) is required, Owner agrees to perform the required Warrant Analysis prior to site plan approval for the parcel in Unit I that triggered the need for the Warrant Analysis. Prior to and including the development of the last parcel in Unit I, City agrees that a maximum of two (2) Warrant Analysis may be requested of the Owner. Nothing contained in this Agreement shall preclude City from performing additional Warrant Analysis, at City’s sole expense, independent of a development proposal for any parcel in Unit I of the Project. If the Warrant Analysis determines that the Signal is warranted, Owner shall, at Owner’s sole expense and based on established City procedures, design the Signal prior to building permit issuance for the last undeveloped parcel in Unit I, and shall install the Signal prior to issuance of a certificate of occupancy for the last undeveloped parcel in Unit I.

8.2 Intersection Improvements at Fourth Street and Soliere Avenue. Owner will pay fifty thousand four hundred thirty five dollars (\$50,435.00) for intersection improvements at Fourth Street and Soliere Avenue. Owner’s contribution will be prorated such that ten thousand

eighty five dollars (\$10,085.00) shall be due prior to the recordation of a final plat for Unit I of the Project. The remaining forty thousand three hundred fifty dollars (\$40,350.00) shall be due prior to the recordation of a final plat for Unit II of the Project. In the event that City has not completed such intersection improvements by the termination date established in Section 12.1 of this Agreement, City shall return Owner's contribution to Owner on demand, together with interest, if any, earned on such amount while in the possession of City.

8.3 Parcel 5. At the time of the recordation of a final plat for Unit II of the Project, Owner will transfer or convey, on such terms and conditions as Owner and City may agree, Parcel 5 in Unit II (as depicted in the Preliminary Plat) to City for use as drainage and the Rio de Flag floodplain and floodway. Prior to such transfer or conveyance, Owner will provide a title report and environmental assessment to City. If the title report or environmental assessment indicates any restrictions or encumbrances on the parcel that are inconsistent with City's proposed use as reasonably determined by City's Real Estate Manager, Owner will use reasonable, good faith efforts to resolve such restrictions or encumbrances prior to transfer or conveyance to the extent practicable. Should the restrictions or encumbrances be such that they are unable to be resolved by the Parties within a timely manner or if the Parties cannot agree to terms for transfer or conveyance, City reserves the right to refuse the transfer or conveyance of Parcel 5 in Unit II. In the event that Parcel 5 in Unit II is not transferred or conveyed to City, Owner shall be responsible for the continued maintenance of any stormwater facilities located on Parcel 5.

8.4 Stormwater Improvements. Owner acknowledges that a Drainage Impact Analysis, previously reviewed and approved by City, identifies several stormwater improvements that are necessary to accommodate development of the Project. Owner further acknowledges that the Drainage Impact Analysis contemplates complete construction of the identified stormwater improvements at the time of commencement of construction of the Project. In order to accommodate a phased approach to development of the Project, Owner agrees, prior to or concurrent with the construction of any improvements on any parcel in any Unit of the Project, to construct the proportionate share of those permanent stormwater improvements, including all necessary landscaping and appurtenances, identified in the approved Drainage Impact Analysis, to ensure that each Unit of the Project is independent of the other with regard to Low Impact Development and drainage. City's Stormwater Manager shall reasonably approve the determination of the proportionate share. Prior to installation of landscaping by Owner, a Landscape Plan for those improvements identified by the Stormwater Manager within the Project shall be reviewed and approved by City in accordance with established City standards. This required landscaping does not include any soil stabilization required as part of the review, approval, and acceptance of a grading permit.

8.5 Maintenance of Stormwater Improvements. Owner shall be responsible for the maintenance of any landscaping and stormwater improvements installed on Parcel 5 in Unit II until such time as Parcel 5 is transferred or conveyed to City in accordance with Section 8.3 of this Agreement.

8.6 Fanning Wash. Owner agrees, prior to final plat approval of any parcel in Unit II, to work in good faith with City in amending this Agreement to address the Fanning Wash Improvements identified in Section 7.2 of this Agreement.

9. PHASING

The Parties acknowledge that development of the Project will be affected by numerous factors outside the control of Owner (including, but not limited to, general economic conditions, interest rates and market demand). Accordingly, Owner may submit multiple applications from time-to-time to develop and/or construct portions of the Preliminary Plat for the Project in phases as long as each phase provides for the logical extension of vehicle and pedestrian connectivity, infrastructure and utilities through the Project, as reasonably approved by City, in compliance with the terms of this Agreement and other applicable provisions of City's codes, ordinances, regulations, rules, guidelines and policies. Further, each phase of the Project must be designed and constructed to function and operate independent of the other in perpetuity, in accordance with Subdivision Regulation 11-20.130.010.B, as well as the approved water and sewer, traffic and drainage impact analyses.

10. DEVELOPMENT PROCESS.

10.1 Diligence in Responding to Approval Requests. City hereby acknowledges and agrees that development of the Property may occur over a span of a number of years and may require City's ongoing participation in the review and approval of modifications and amendments to any final plats, phasing plans, site plans, infrastructure plans, drainage plans, design plans, building plans, grading permits, building permits, archaeological and historic preservation review and disposition, and other plans, permit applications and inspections which are a part of City's current building and development requirements (hereinafter collectively called "**Approval Requests**"). City hereby agrees that, in connection with all such Approval Requests relating to the planning or development of the Property, or any portion thereof, and the construction of improvements on the Property, it shall cooperate with Owner in good faith to process, but not necessarily approve, all such Approval Requests.

10.2 Manager's Power to Consent. City hereby authorizes and empowers its City Manager to consent to any and all requests of Owner requiring the consent of City hereunder this Agreement without further action of the City's Council, except for any actions requiring City Council approval as a matter of law.

11. DEFAULT; REMEDIES

11.1 Events Constituting Default. A Party hereunder shall be deemed to be in default under this Agreement if such Party materially breaches any obligation required to be performed by the respective Party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the Party not in default hereunder. Notwithstanding the foregoing, if the Party allegedly in default has commenced a cure of the default within the time period stated above, is diligently prosecuting such cure, and such cure reasonably requires more than thirty (30) days to complete,

then the period for curing such default shall be extended to permit the completion of the cure. For purposes of determining default and termination, those Owner obligations set forth in Section 8 of this Agreement are severable, and each individual Owner Obligation shall terminate upon the successive completion of the individual Owner Obligation.

11.2 Owner's Remedies. In the event that City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 11.1 of this Agreement, then, in that event, in addition to all other legal and equitable remedies which Owner may have, Owner may terminate this Agreement by written notice delivered to City effective upon the date specified on such notice.

11.3 City's Remedies. In the event that Owner is in default under this Agreement, and Owner thereafter fails to cure any such default within the time period described in Section 11.1 of this Agreement then, in that event, in addition to all other legal and equitable remedies which City may have, City may terminate this Agreement by written notice delivered to Owner effective upon the date specified on such notice.

11.4 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, Owner shall have no further rights to develop the Property pursuant to this Agreement but shall have all other rights available to Owner under any other agreement or applicable law, including but not limited to the right to develop the Property consistent with the Zoning.

11.5 No Personal Liability. No current or former member, official or employee of City or Owner when acting within the scope of his or her official capacity shall be personally liable (a) in the event of any default or breach by City or Owner, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of City or Owner, as applicable, under the terms of this Agreement.

11.6 Liability and Indemnification by Owner. Owner shall indemnify, protect, defend and hold harmless 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 Agreement by Owner, or nonperformance of this Agreement by Owner.

12. GENERAL PROVISIONS

12.1 Effective Date and Term. This Agreement shall be effective upon execution by the parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate twenty years from such date. At the time of recordation, City and Owner are each authorized to fill in "Effective Date" on the first grammatical paragraph of this Agreement.

12.2 Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered or served personally, sent by recognized overnight courier service for next business day delivery, or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:

City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

To Owner:

VP I-40 & Country Club, LLC
2502 E Camelback Road, Suite 214
Phoenix, AZ 85016

Copy to:

City Attorney
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices delivered or served personally shall be deemed given upon delivery or service. Notices sent by recognized overnight courier service for next business day delivery, shall be deemed given upon delivery. Notices given by mail shall be deemed given three (3) business days following deposit with the United States Postal Service in the manner set forth above.

12.3 Waiver. No delay in exercising any right or remedy hereunder shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

12.4 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

12.5 Authority. The undersigned represent to each other that they have full power and authority to enter into and deliver his Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Owner represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. Owner and City warrant to each other that the individuals executing this Agreement on behalf of the respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing. Owner represents to City that by entering into this Agreement, Owner has bound the Property and all persons and entities having any legal or equitable interest in the Property to the terms of the Agreement.

12.6 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings or agreements between the Parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with City may apply to the Property, and this provision has no effect on them.

Exhibit "A" Legal Description of Property

Exhibit "B" Preliminary Plat

Exhibit "C" City of Flagstaff Transportation Engineering Program Memorandum dated January 31, 2014

12.7 Recordation of Agreement and Subsequent Amendment; Cancellation. City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after City and Owner execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

12.8 Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns.

12.9 Limited Severability. City and Owner each believes that the execution, delivery and performance of this Agreement are in compliance with all Applicable Laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any Applicable Laws, constitutional provision, law, regulation, City code or City charter), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

12.10 Governing Law. The substantive laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona.

12.11 No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Owner and City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto (or a permitted successor, assignee or transferee), and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

12.12 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of City shall have an personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

12.13 Compliance with Applicable Laws. Owner will comply with all Applicable Laws.

12.14 Successors and Assigns.

(a) Upon prior written notice to City, Owner may assign its interest in this Agreement, in whole or in part, to any entity that controls, is controlled by or is under common control with Owner (including but not limited to a limited liability company of which Owner, or any member or manager of Owner, is a member), who undertakes to proceed with development of the Project or to any successor to Owner, as assignee, transferee or otherwise, with regard to the Project. Provided that the assignee has provided City with the name, address and designated representative of the assignee, and has assumed the rights, liabilities and obligations of Owner under this Agreement pursuant to a written instrument (a true and correct copy of which shall be provided to City), then the assignor shall be released from any obligations or liabilities arising under this Agreement from and after the date of assignment.

(b) In addition to the foregoing, Owner may collaterally assign or encumber its rights in this Agreement to or in favor of any Lender or Lenders providing construction or other financing to Owner in connection with the design, construction and development of the Project, or any phase of the Project.

(c) Except as provided above, neither Owner nor any permitted successor, transferee, assignee of Owner may otherwise assign its interest in this Agreement, in whole or in part, without the prior written consent of City, which consent may not be unreasonably withheld by City.

13. WAIVER OF CLAIM FOR DIMINUTION IN VALUE.

Owner hereby waives and fully releases any and all financial loss, injury, claims and causes of action that Owner 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 City’s existing land use laws regarding the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property.

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

City of Flagstaff

Gerald W. Nabours, Mayor

Attest:

City Clerk

Approved as to form and authority:

City Attorney

VP I-40 & Country Club, LLC, an
Arizona limited liability company

By: Vintage Partners, LLC, an Arizona
limited liability company, Manager

By: Edward & Company, LLC, an
Arizona limited liability company,
Administrative Agent

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
COUNTY OF _____)

ACKNOWLEDGMENT

On this _____ day of _____, 2014, 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 VP I-40 & Country Club, LLC an Arizona limited liability
company, for the purposes therein contained.

Notary Public
My Commission Expires: _____

Exhibit “A”

Legal Description of the Property

Exhibit “B”

Preliminary Plat

Exhibit “C”

Transportation Engineering Program Memorandum dated January 31, 2014

RESOLUTION NO. 2014-34

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN VP I-40 & COUNTRY CLUB, LLC AND THE CITY OF FLAGSTAFF RELATED TO THE DEVELOPMENT OF APPROXIMATELY 93 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 1201 NORTH COUNTRY CLUB DRIVE

RECITALS:

WHEREAS, VP I-40 Country Club, LLC ("Developer") is the owner of approximately 93 acres of real property generally located at 1201 N Country Club Drive (the "Property"); and

WHEREAS, Developer plans to construct on the Property, among other things, 250,000 square feet of commercial space including potentially a retail anchor, two 100 room hotels, and other retail tenants such as restaurants, fueling, bank, fast-food drive through, service uses, and residential; and

WHEREAS, Developer and the City wish to enter into a development agreement, in the form attached to the staff summary submitted in support of this Resolution (the "Development Agreement"), to provide for the terms and conditions under which the Property will be developed and to set forth in detail certain obligations of Developer and the City; and

WHEREAS, developing the Property under the terms and condition of the proposed Development Agreement would be consistent with the Flagstaff Regional Plan 2030 and the Developer and the City acknowledge that the Development Agreement would operate to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes § 9-500.05 authorizes the City to enter into development agreements in order to facilitate the orderly and effective development of properties.

ENACTMENTS:

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

SECTION 1. That the City of Flagstaff be hereby authorized to enter into the Development Agreement in the form attached to the staff summary submitted in support of this Resolution.

SECTION 2. That the Mayor of the City of Flagstaff be hereby directed to execute the Development Agreement on behalf of the City.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff the 16th day of September, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Brian Kulina, Planning Development Manager
Date: 09/09/2014
Meeting Date: 09/16/2014



TITLE:

Consideration and Approval of Final Plat: A request by Vintage Partners for Country Club & I-40 Unit I, a subdivision of 7 commercial lots on approximately 9.59 acres located at 980 M Country Club Drive within the Highway Commercial (HC) zone.

RECOMMENDED ACTION:

Staff recommends the City Council approve the final plat and authorize the Mayor to sign both the final plat and the City/Subdivider Agreement when notified by staff that all documents are ready for signature and recordation.

Policy Decision or Reason for Action:

This application is being processed in accordance with the established final plat standards found within Section 11-20.70.030.F of the Subdivision Code, which states that upon receipt of a final recommendation from the Community Development Director and City Engineer, the City Council shall review the final plat for final approval. Such approval indicates that the final plat meets the requirements of the Zoning Code, the Subdivision Code, and the Engineering Design Standards and Specifications for New Infrastructure, and is in substantial conformance with an approved preliminary plat.

Subsidiary Decision Points:

This is the second of two related items. Should the associated Development Agreement be approved by City Council, this final plat will be considered for approval.

Financial Impact:

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

Connection to Council Goal:

Repair Replace maintain infrastructure (streets & utilities)
Retain, expand, and diversify economic base
Effective governance

Has There Been Previous Council Decision on This:

Yes. The City Council approved the Country Club & I-40 Preliminary Plat on March 18, 2014.

Options and Alternatives:

1. Approve the final plat as recommended by staff subject to one condition:
 1. Prior to final plat signature by the City, the final plat shall be updated by the Developer to include the following note: "Lot 4 Water Easement: In order to accommodate proposed development, Lot 4 shall, prior to site plan approval, dedicate an easement connecting the existing waterline in the apartment complex to the east with the proposed waterline in the primary driveway to the west."
 2. Prior to final plat signature by the City, the final plat shall be updated by the Developer to include the following note: "Lot 6 Drainage: All off-site drainage from Lot 6 shall be routed across Lots 5 to the 36-inch outfall located on Lot 7."
2. Approve the final plat subject to no conditions or modified conditions.
3. Deny the final plat based on non-compliance with the approved preliminary plat, the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background/History:

Wood/Patel, on behalf of VP I-40 & Country Club, LLC, is requesting final plat approval to subdivide approximately 9.59 acres into 7 commercial lots within the Highway Commercial (HC) zone.

On March 18, 2014, City Council approved the Country Club & I-40 Preliminary Plat for the subdivision of approximately 95.5 acres into two units containing 12 parcels located at 1201 N Country Club Drive within the Highway Commercial (HC), High Density Residential (HR), and Rural Residential (RR) zones subject to the following three conditions:

1. Prior to Final Plat submittal for Unit I, a Concept Master Plan shall be submitted, reviewed, and accepted. In addition to any submittal items identified on the established Concept Plan checklist, the Concept Master Plan shall identify solutions for building placement, water and sewer infrastructure, circulation and parking, and drainage.
2. Prior to Civil Plan Review submittal, the following shall be submitted for review and approval: a revised grading plan reflecting the most recent changes to the Soliere Avenue cross section; revised earthwork calculations indicating that the necessary compensatory volume is maintained; and, revised earthwork calculations modeling inputs/outputs.
3. Any subsequent final platting of any unit within the boundaries of the preliminary plat must include all necessary infrastructure (permanent/interim) to allow the development to be self sufficient with regard to transportation, sewer, water, stormwater, and franchise utilities.

Staff believes that these conditions have been met through the design of the final plat. Any outstanding issue related to Condition 3 will be addressed prior to the recordation of the final plat through the recordation of an Easement and Maintenance Agreement and a Declaration of Temporary Drainage Easements, copies of which are attached to this report.

Community Involvement:

Inform

The subject property's existing zoning allows for the proposed subdivision. No public hearing or public outreach is required as part of the City Council's review of the final plat.

Attachments:

Application

City/Subdivider Agreement

Easements and Maintenance Agreement

Declaration of Temporary Drainage Easements

Final Plat



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

SUBD

Date Received 2014

Application for Subdivision Review

File Number

DEV 14-025

Property Owner(s) VP I-40 & Country Club, LLC		Phone 602-459-9931
Mailing Address 2502 E. Camelback Road, Suite 214	City, State, Zip Phoenix, Arizona 85016	Email duane@vintagevp.com
Applicant(s) Kevin T. McDougall, P.E., R.L.S.		Phone 602-335-8500
Mailing Address 2051 West Northern Avenue, Suite 100	City, State, Zip Phoenix, Arizona 85021	Email kmcDougall@woodpatel.com
Project Representative Darrell E. Wood, P.E., R.L.S.		Phone 602-335-8500
Mailing Address 2051 West Northern Avenue, Suite 100	City, State, Zip Phoenix, Arizona 85021	Email dwood@woodpatel.com
Requested <input type="checkbox"/> Development Master Plan <input type="checkbox"/> Conceptual Plat <input type="checkbox"/> Preliminary Plat P&Z and Council Review: <input type="checkbox"/> Modified Subdivision <input type="checkbox"/> Preliminary Plat <input checked="" type="checkbox"/> Final Plat- Council		

Project Name: Country Club & I-40, UNIT 1		Site Address 980 N COUNTRY CLUB DR	Parcel Number 113-29-003J / 003G / 003U / 001M	
Proposed Use COMMERCIAL		Existing Use VACANT LAND	Subdivision, Tract & Lot Number N/A	
Zoning District HC - HIGHWAY COMMERCIAL	Regional Plan Category N/A	Flood Zone X	Size of Site (Sq. ft. or Acres) 9.5 ACRES	
Property Information: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Located in an existing Local/National Historic District? (Name: _____) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Existing structures are over 50 years old at the time of application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Subject property is undeveloped land?				
Surrounding Uses	North	South	East	West
(Res, Com, Ind)	Commercial	Commercial	Commercial	Vacant - Commercial
Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
Commercial	7 Parcels	N/A	9.5 ACRES	TBD
Please complete a "Subdivision Review Application" and provide an initialed "Application and Information Checklist" form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. <u>Incomplete submittals will not be scheduled.</u>				
Property Owner Signature: (required) <i>[Signature]</i>		Date: 07/10/2014	Applicant Signature: <i>[Signature]</i>	Date: 07/10/14
For City Use				
Date Filed:	Case Number (s) PSR 2014 0014			
P & Z Hearing Date:	Publication and Posting Date:			
Council Hearing Date:	Publication and Posting Date:			
Fee Receipt Number:	Amount:	Date:		
Action by Planning and Zoning Commission:		Action By City Council:		
<input type="checkbox"/> Approved		<input type="checkbox"/> Approved		
<input type="checkbox"/> Denied		<input type="checkbox"/> Denied		
<input type="checkbox"/> Continued		<input type="checkbox"/> Continued		
Staff Assignments	Planning <i>Brian</i>	Engineering <i>[Signature]</i>	Fire <i>Kent</i>	Public Works/Utilities <i>Jim</i>
				Stormwater <i>Keyle</i>

CITY / SUBDIVIDER AGREEMENT
CITY OF FLAGSTAFF, ARIZONA

This Agreement is entered into by and between the CITY OF FLAGSTAFF, a municipal corporation duly created and existing under the laws of the State Arizona, hereinafter referred to as CITY; and VP I-40 & COUNTRY CLUB, LLC, hereinafter referred to as SUBDIVIDER.

W I T N E S S E T H

WHEREAS, Subdivider desires to subdivide property within the City of Flagstaff, Arizona known as COUNTRY CLUB & I-40, UNIT 1; and

WHEREAS, CITY is agreeable to accepting said subdivision as proposed; providing that the subdivider constructs the subdivision in accordance with City standards and as set forth in the approved preliminary plat, and while fulfilling the obligations set forth below, which the subdivider hereby assumes; and

WHEREAS, building permit(s) is (are) required and will be issued following execution of this agreement;

NOW, THEREFORE, in consideration of the subdivision and the mutual covenants of the parties hereinafter expressed, the parties hereto agree as follows:

1. SUBDIVIDER agrees to construct all improvements in conformance with the CITY'S Subdivision Regulations and the "General Construction, Standards and Specifications" of the CITY, and to employ a responsible supervisor.
2. SUBDIVIDER further agrees to dedicate all streets and rights-of-way to the CITY for public use and to offer all public improvements to the CITY for acceptance into the CITY system.
3. The CITY agrees to accept the Subdivision as platted and to accept ownership of public improvements upon their completion and approval by the CITY.
4. In the event that the CITY should be required to institute any action for the enforcement of this agreement, SUBDIVIDER, shall be required to pay a reasonable attorney's fee in addition to all other costs assessed in any such action.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on their own behalf and by the duly authorized officials and officers on the day and year herein written.

SUBDIVIDER:

VP I-40 & COUNTRY CLUB, LLC, an Arizona
limited liability company

By: Vintage Partners, LLC, an Arizona limited
liability company
Its: Manager

By: Edward & Company, LLC, an Arizona
limited liability company
Its: Administrative Member

By: 
Mark E. Ortman Jr.
Its: Manager

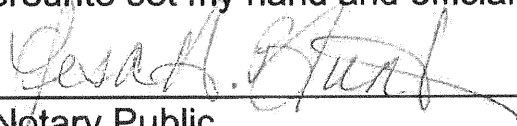
STATE OF ARIZONA)
County of Maricopa) ss
County of Coconino)

SUBSCRIBED AND SWORN to before me this 10 day of July, 2014
by Mark E. Ortman Jr. / manager

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



LESAA A. BLUNT
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
November 12, 2017


Notary Public

My Commission expires: November 12, 2017

Dated this _____ day of _____ 20____ in Flagstaff,
Coconino County, Arizona.

By: _____
Mayor

ATTEST:

City Clerk

When recorded, return to:

Vintage Partners
Attn: Casey Treadwell
2502 E. Camelback Rd.
Suite 214
Phoenix, Arizona 85016

EASEMENTS AND MAINTENANCE AGREEMENT

This instrument (the “**Agreement**”) is made as of _____, 2014, by VP I-40 & COUNTY CLUB, LLC, an Arizona limited liability company (“**VP I-40**”).

RECITALS:

A. VP I-40 is the owner of that certain real property legally described on Exhibit “A” attached hereto (the “**Project**”).

B. The Project will be subdivided by the recordation of a plat in the form of Exhibit “B” attached hereto (the “**Plat**”).

C. Lots 1 through 7, inclusive, depicted on the Plat are herein referred to individually sometimes as a “**Lot**” and collectively as the “**Lots**”. Specific individual Lots are sometimes referred to herein by their numerical designations on the Plat.

D. The owner of fee title to a Lot is herein referred to as an “**Owner**”.

E. VP I-40 desires to establish and grant the easements and restrictions set forth herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Main Driveway.

(a) No Relocation. Upon the completion of construction of a driveway (the “**Main Driveway**”) on and over Lots 1, 3, 4, 5 and 7 in the location depicted on the Plat as “INGRESS-EGRESS, PUE & S/W ESMT”, the location of the Main Driveway will not be materially modified without the prior written consent of all Owners.

(b) Maintenance. Upon the completion of construction of the Main Driveway, the Owner of Lot 4 will thereafter maintain the Main Driveway in good condition and repair, which includes resurfacing the Main Driveway when reasonably necessary. The expenses incurred by the Owner of Lot 4 to perform such work are referred to as the “**Driveway Expenses**”. To the extent

reasonably necessary to perform such work, the Owner of Lot 4 and its agents (or any other Owner performing such work as permitted below) have the right to enter upon the portions of Lot 1, Lot 5 and Lot 7 which abut the Main Driveway, provided that, in exercising this right, the Owner of Lot 4 and its agents (or any other Owner performing such work as permitted below) will not unreasonably interfere with any business operations on Lot 1, Lot 5 or Lot 7.

(c) Expenses. Beginning on the Payment Commencement Date (as defined below) for each Lot, the Owner of the applicable Lot is responsible for its proportionate share of the Driveway Expenses, which proportionate share will be a fraction, the numerator of which is the land area of such Lot and the denominator of which will be the total land area of all Lots. Once an Owner becomes obligated to pay its proportionate share of the Driveway Expenses, the Owner will make such payments to the Owner of Lot 4 within 30 days after its receipt of each invoice therefor (which invoice must be accompanied by reasonable evidence of such expenditures). If any portion of Driveway Expenses are of such a nature that they must be capitalized under generally accepted accounting principles, then such expenses will be amortized over the useful life of the applicable improvement and only the annual amortized portion thereof (plus interest at the rate of 6% per annum) will be included in Driveway Expenses each year. For each Lot, the “**Payment Commencement Date**” will be the earlier of (a) the date on which VP I-40 conveys fee title to the Lot to a third party, or (b) the date on which VP I-40 first obtains a building permit for the construction of one or more buildings on the Lot.

2. Temporary Drainage Facilities.

(a) Separate Temporary Drainage Easement. Pursuant to a separate Declaration of Temporary Drainage Easements (“**Drainage Easement**”) being recorded concurrently with this Agreement, VP I-40 has established temporary easements for drainage channels, pipes and retention basins (collectively, the “**Drainage Facilities**”) over its land more particularly described therein (“**Unit 2**”), for the purpose of receiving surface storm water from the Project until such time as the grading and drainage improvements for Unit 2 have been completed in accordance with plans approved by the City.

(b) Maintenance. Upon the completion of construction of the Drainage Facilities and until such time as the Drainage Easement terminates according to its terms, the Owner of Lot 4 will maintain the Drainage Facilities in good condition and repair and in the manner required by the City. The expenses incurred by the Owner of Lot 4 to perform such work are referred to as the “**Drainage Facilities Expenses**”.

(c) Expenses. Beginning on the date of recordation of this Agreement, the Owner of each Lot is responsible for its proportionate share of the Drainage Facilities Expenses, which proportionate share will be a fraction, the numerator of which is the land area of such Lot and the denominator of which will be the total land area of all Lots. Each Owner will make such payments to the Owner of Lot 4 within 30 days after its receipt of each invoice therefor (which invoice must be accompanied by reasonable evidence of such expenditures). If any portion of the Drainage Facilities Expenses are of such a nature that they must be capitalized under generally accepted accounting principles, then such expenses will be amortized over the useful life of the

applicable improvement and only the annual amortized portion thereof (plus interest at the rate of 6% per annum) will be included in the Drainage Facilities Expenses each year.

3. Failure to Perform.

(a) Failure to Maintain Main Driveway. If the Owner of Lot 4 fails to maintain or repair the Main Driveway as required above for a period of 30 days after any other Owner has given the Owner of Lot 4 written notice of such failure (or fails to promptly perform a repair in the event of any emergency), then the Owner giving such notice (the “**Performing Owner**”) will have the right to perform such maintenance and repair, in which event each other Owner (an “**Invoiced Owner**”) shall, within 30 days after its receipt of an invoice therefor, reimburse the Performing Owner for the Invoiced Owner’s proportionate share of such work in the same manner as is set forth in Section 3 above.

(b) Failure to Maintain Drainage Facilities. VP I-40 is the current owner of the land on which the Drainage Facilities are located. The owner of such land from time to time is herein referred to as the “**Drainage Facilities Owner**”. If the Owner of Lot 4 fails to maintain or repair the Drainage Facilities as required above for a period of 30 days after the Drainage Facilities Owner has given the Owner of Lot 4 written notice of such failure (or fails to promptly perform a repair in the event of any emergency), then the Drainage Facilities Owner will have the right to perform such maintenance and repair, in which event each Owner (an “**Invoiced Owner**”) shall, within 30 days after its receipt of an invoice therefor, reimburse the Drainage Facilities Owner for the Invoiced Owner’s proportionate share of such work in the same manner as is set forth in Section 3 above.

4. Assessment Liens.

(a) Definitions. For purposes of this Agreement, “**Assessment Lien**” means a lien created by reason of the delinquency described in and upon recordation of a Notice of Assessment Lien, and “**Notice of Assessment Lien**” means a notice recorded by a Non-Defaulting Owner in the Official Records of Coconino County, Arizona, as permitted below, when an assessment or other sum of money payable by a Defaulting Owner pursuant to this Agreement is not paid when due.

(b) Recordation of Assessment Lien. If any sum of money payable by an Owner (a “**Defaulting Owner**”) to another Owner (a “**Non-Defaulting Owner**”) under this Agreement is not paid when due, such amount will bear interest at an annual rate equal to the lesser of 12% or the maximum rate permitted by applicable law (the “**Default Rate**”) from the date on which such payment became delinquent until such delinquent amount is paid by the Defaulting Owner. In addition, the Non-Defaulting Owner has the right to record, in the Official Records of Coconino County, Arizona, a Notice of Assessment Lien which shall set forth the then-delinquent amount owed by the Defaulting Owner (including interest at the Default Rate) and a legal description of the Lot owned by the Defaulting Owner. Upon recordation of the Notice of Assessment Lien, the then-delinquent amount owed by the Defaulting Owner, together with interest thereon at the Default Rate, will constitute an Assessment Lien on the Lot of the Defaulting Owner, as described in the Notice of Assessment Lien. If the amount secured by the

Assessment Lien is not paid in full within 15 days after the Notice of Assessment Lien has been recorded, the Non-Defaulting Owner may enforce payment of the amount due, or enforce the Assessment Lien against the Lot of the Defaulting Owner, by taking either or both of the following actions, concurrently or separately (and, by exercising either of the remedies set forth below, the Non-Defaulting Owner does not prejudice or waive its right to exercise the other remedy or such additional remedies as may be available under applicable law):

- (i) Bringing an action at law against the Defaulting Owner; and/or
- (ii) Foreclosing the Assessment Lien against the Lot of the Defaulting Owner in accordance with the then-prevailing Arizona law relating to the foreclosure of realty mortgages or deeds of trust (including the right to recover any deficiency).

(c) Liability. Each assessment or amount due under this Agreement, together with interest at the Default Rate, is the personal obligation of the Owner owing same, but such personal obligation shall not be deemed to discharge or limit the charge on the applicable Lot of any Assessment Lien encumbering such Lot, regardless of a subsequent conveyance of such Lot. Upon the conveyance of fee title to a Lot, an Owner will not be relieved of liability for payment of any amount due hereunder which became due while the Owner was the Owner of the Lot. If fee title to a Lot as to which a Notice of Assessment Lien has been recorded is conveyed, in whole or in part, such Lot will remain subject to the Assessment Lien created by reason of the delinquency described in the Notice of Assessment Lien.

(d) Privity. All Assessment Liens are and will remain superior to any and all other liens or encumbrances which hereafter in any manner may arise or be imposed on the applicable Lot; provided, however, that an Assessment Lien will be subject and subordinate to:

- (i) Liens for taxes and other public charges which by applicable law are expressly made superior; and
- (ii) Mortgages or deeds of trust recorded in the Official Records of Coconino County, Arizona, prior to the date of recordation of the Notice of Assessment Lien creating the applicable Assessment Lien.

(e) Subsequent Assessment Liens. If an Owner is delinquent in paying any amount due hereunder and, as a result thereof, a Notice of Assessment Lien is recorded as provided above, any Non-Defaulting Owner may record subsequent Notices of Assessment Liens as to any amounts owing by the Defaulting Owner which become delinquent after the recordation of the first such Notice of Assessment Lien.

(f) Release of Assessment Lien. Upon the curing of any default for which a Notice of Assessment Lien was recorded, the Non-Defaulting Owner who recorded the Assessment Lien shall with reasonable diligence record an appropriate release of the Notice of Assessment Lien upon payment of a reasonable fee by the Owner of the Lot upon which the Notice of Assessment Lien was recorded to cover the Non-Defaulting Owner's costs of

preparing and recording such release, together with the payment of such other costs, including, without limitation, reasonable attorneys' fees and costs, which the Non-Defaulting Owner may have actually incurred.

5. Access Easements. Subject to the terms and conditions hereinafter set forth, VP I-40 hereby grants and establishes, for the use and benefit of all Owners and their agents, employees, licensees, and invitees and the tenants and occupants of all Lots (collectively, "**Permittees**"), a non-exclusive perpetual easement and right-of-way for ingress and egress for vehicular and pedestrian traffic over and across all driveways (including the Main Driveway) and sidewalks now or hereafter located on the Lots from time to time. Notwithstanding the foregoing, (a) no Owner is obligated to construct any driveways or sidewalks on its Lot, (b) no Owner is required to obtain the approval of any other Owner with respect to the initial design or location of any driveways or sidewalks on its Lot (provided that the Main Driveway must be located in the location specified above), and (c) upon the completion of construction of any driveway or sidewalk on a Lot, the Owner of such Lot has the right, from time to time, to alter, relocate or remove any driveway or sidewalk on its Lot (provided that the Main Driveway is subject to the restriction on relocation as set forth above).

6. Arterial Driveways. Each Owner has the right, at its sole cost, to connect the arterial driveways on its Lot to the Main Driveway. To the extent reasonably necessary to perform such work, the Owner performing such work and its agents have the right to enter upon the Main Driveway and to modify the Main Driveway at the applicable connection points to allow the arterial driveways to connect to the Main Driveway, provided that, in exercising this right, the Owner performing such work and its agents will not unreasonably interfere with the use of the Main Driveway by the Permittees.

7. Drainage Easements.

(a) Surface Drainage. VP I-40 hereby grants and establishes, for the benefit of each Lot, a non-exclusive perpetual easement for the discharge of surface storm water from such Lot over and across the surface of all other Lots, which easements must be used in manner consistent with the drainage easements and requirements set forth in (or referenced in) the Plat.

(b) Underground System. VP I-40 hereby grants and establishes, for the benefit of each Lot, a non-exclusive perpetual easement for the flow of surface storm water from such Lot into the underground drainage system benefitting such Lot, which easements must be used in manner consistent with the drainage easements and requirements set forth in (or referenced in) the Plat.

8. Parking Easement. VP I-40 anticipates that a hotel will be constructed on Lot 3. Upon the approval by the City and VP I-40 of a site plan for the construction of a hotel on Lot 3, VP I-40 will grant and establish, for the use and benefit of Lot 3, a non-exclusive easement for vehicular parking on and over the northernmost portion of Lot 1, which easement will be established by VP I-40 by recordation of an amendment to this Agreement.

9. No Barriers. Upon the completion of construction of the Main Driveway, the Owner of Lot 4 will not construct or maintain, or permit to be constructed or maintained, any barrier, curb,

fence or other temporary or permanent structure or improvement on or within the Main Driveway that would eliminate or materially adversely effect the ingress and egress of vehicular traffic over and across the Main Driveway.

10. Construction Easement. VP I-40 hereby grants and establishes, for the use and benefit of all Owners and their Permittees, a non-exclusive construction easement over any Lot (the “**Benefitted Lot**”) that shares a common boundary with an Owner’s Lot (the “**Burdened Lot**”) for the sole purpose of constructing, maintaining, repairing, or reconstructing any improvements on the Benefitted Lot that cannot be readily constructed, maintained, repaired or reconstructed without access to the Burdened Lot, subject to the written approval of the Owner of the Burdened Lot as to the nature, extent and duration of any proposed use of the easement, which approval may not be unreasonably withheld, conditioned or delayed.

11. Notices. Notices given by any Owner under this Agreement may be given to any other Owner at the recipient’s business address. If an Owner is unable to locate a business address of any other Owner, then the notice may be sent to the address of the recipient which is on file with the applicable governmental entity responsible for sending statements of real property taxes.

12. No Public Dedication. The provisions of this Agreement will not constitute nor be construed as a dedication for public use, and the rights and easements granted herein are private and solely for the benefit of the Permittees.

13. Enforcement. Each of the easements, covenants and restrictions in this Agreement will be enforceable by the Owners by injunction, specific performance or by any other appropriate course of action. If any Owner commences an action to enforce any of the terms of this Agreement, the prevailing Owner will be entitled to recover the reasonable attorneys’ fees and expenses incurred in connection therewith. No person or entity other than the Owners will have any right to enforce the provisions of this Agreement or bring any action under this Agreement.

14. Exhibits. The Exhibits attached to this Agreement are incorporated herein by this reference.

15. Captions. Captions and paragraph headings used in this Agreement are for convenience of reference only, will not be deemed to define, limit or alter any provision of this Agreement, and will not be deemed relevant in construing this Agreement.

16. Amendment. This Agreement may be amended by, and only by, a written agreement executed by the Owners which, collectively, own fee title to 50% or more of the land area of the Project, which amendment will be effective only when recorded in the Official Records of Coconino County, Arizona. If any such amendment would materially adversely affect the rights of an Owner, then such amendment will not be recorded unless such Owner has also given its written consent to such amendment. If any amendment would alter the location of the Main Driveway, then such amendment will not be recorded unless all Owners have given their written consent to such amendment. No consent to the amendment of this Agreement will ever be required of any person or entity other than as specified in this paragraph. Any amendments or modifications hereof, whenever made, will have the same priority as this Agreement as if such amendment or

modification had been executed concurrently herewith. Notwithstanding the foregoing, upon the recordation of the Plat, VP I-40 has the right to record an amendment to the Agreement (or an amended and restated version of this Agreement) which references the recording information for the Plat and more specifically describes the Lots by reference to the recorded Plat.

17. Binding Effect. This Agreement inures to the benefit of and is binding on the parties hereto and their respective heirs, legal representatives, successors (including successors-in-title to all or any portion of the Lots) and assigns, will be appurtenant to the Lots, and will run with the land.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth above.

[Signature Page Follows]

VP I-40:

VP I-40 & COUNTRY CLUB, LLC, an Arizona
limited liability company

By: Vintage Partners, LLC, an Arizona limited
liability company
Its: Manager

By: Edward & Company, LLC, an Arizona
limited liability company
Its: Administrative Member

By: _____
Mark E. Ortman Jr.
Its: Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Mark E. Ortman Jr., the Manager of Edward & Company, LLC, an Arizona limited liability company, on behalf of the company as the Administrative Member of Vintage Partners, LLC, an Arizona limited liability company, on behalf of the company as Manager of VP I-40 & COUNTRY CLUB, LLC, an Arizona limited liability company, on behalf of the company.

Notary Public

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF PROJECT

EXHIBIT “B”

PLAT

When Recorded Return To:

Vintage Partners
Attn: Michael Treadwell
2502 E. Camelback Road, Suite 214
Phoenix, Arizona 85016

DECLARATION OF TEMPORARY DRAINAGE EASEMENTS

This Declaration of Temporary Drainage Easements ("**Declaration**") is made as of _____, 2014, by VP I-40 & Country Club, LLC, an Arizona limited liability company ("**Declarant**").

RECITALS

A. Declarant is the owner of the real property described on **Exhibit A** attached hereto (the "**Unit 1**"), and real property located south of Unit 1 and described on **Exhibit B** attached hereto (the "**Unit 2**"). Unit 1 and Unit 2 are collectively referred to as the "**Property**", and the Property is located in the City of Flagstaff ("**City**").

B. Declarant desires to establish a non-exclusive easement over the portion of Unit 2 described on **Exhibit C** attached hereto ("**Temporary Drainage Easement**"), for the purposes of operating and maintaining a temporary retention basin and channel area as more particularly described herein.

C. Declarant further desires to establish a non-exclusive easement over the portion of Unit 2 described on **Exhibit D** attached hereto ("**Temporary Drainage Easement**"), for the purposes of operating and maintaining a temporary basin and temporary drainage channels and pipes as more particularly described herein.

E. Declarant further desires to establish a non-exclusive easement over the portion of Unit 2 described on **Exhibit E** attached hereto ("**Temporary Drainage Easement**"), for the purposes of operating and maintaining temporary drainage channels as more particularly described herein.

D. The easements and covenants set forth in this Declaration are intended to benefit Unit 1 and to burden Unit 2 and shall run with the title to, be binding upon and inure to the benefit of, all future owners of any portion of the Property unless and until terminated as provided in this Declaration. Because the Property is currently under common ownership and may in the future return to common ownership, the easements and covenants contained in this Declaration shall not terminate or be affected by such common ownership, and the doctrine of termination by merger of title shall not apply to this Declaration unless this Declaration is terminated by a recorded instrument executed by such common owner, if any.

DECLARATION

1. Temporary Drainage Easements. Declarant hereby grants and establishes, for the use and benefit of the owners and occupants of Unit 1; three temporary, non-exclusive drainage easements in, on, over, under, and across specific land areas of Unit 2 for the purpose of operating and maintaining temporary retention basins and temporary drainage channels and pipes. The specific land areas subject to the temporary drainage easements are referred to as the “**Temporary Drainage Easements**”. The Temporary Drainage Easements are being created for the purpose of receiving surface water runoff from Unit 1 until such time as the grading and drainage improvements for Unit 2 have been completed in accordance with plans approved by the City.

2. Construction and Maintenance.

(a) The owner(s) of Unit 2 shall have the sole right and obligation to construct the temporary drainage basin within the Retention Area and the temporary drainage channels and pipes within the Channel/Pipe Area, in accordance with plans approved by the City. Following completion of construction, the owner(s) of Unit 1 shall, at their sole cost and expense, operate and maintain the Easement Areas and the drainage facilities located thereon in good condition and state of repair, free from trash and debris, and in the manner required by the City. In the event that the drainage facilities are damaged or destroyed, the owner(s) of Unit 1, at their sole cost and expense, shall promptly restore, repair and rebuild such damaged or destroyed drainage facilities to the same general condition as existed immediately prior to such damage or destruction, all in accordance with the requirements of the City. The owners of Unit 1 are hereby granted a temporary license for access and passage over and across such portions of Unit 2 as are reasonable necessary to operate and maintain the Easement Areas and the drainage facilities located thereon.

(b) If the owners of Unit 1 fail to maintain or repair the Easement Areas as required above for a period of thirty (30) days after the Unit 2 owner has given the owner(s) of Unit 1 written notice of such failure (or fails to promptly perform a repair in the event of any emergency), then the Unit 2 owner will have the right to perform such maintenance and repair, in which event each owner of any portion of Unit 1 shall be jointly and severally responsible to reimburse the Unit 2 owner for the cost of such work, within thirty (30) days after its receipt of an invoice therefor.

3. Termination of Declaration. The drainage for Unit 1 will ultimately connect to and utilize the drainage facilities to be constructed within Unit 2. Accordingly, this Declaration and the Temporary Drainage Easements shall expire and terminate automatically at such time as the grading and drainage improvements for Unit 2 have been completed in accordance with plans approved by the City for Unit 2. Notwithstanding such automatic termination, upon request by the owner of any portion of Unit 2 on or after the date of termination, the owners of Unit 1 shall execute, acknowledge, and deliver for recording a termination of this Declaration and the Temporary Drainage Easements.

4. Further Instruments. The owners of the Property shall reasonably cooperate with each other and shall execute such other documents as may be reasonably necessary to fulfill the intentions of this Declaration and the requirements of the City with respect to this Declaration.

[Signature Page Follows]

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first above written.

DECLARANT:

VP I-40 & Country Club, LLC, an Arizona limited liability company

By: Vintage Partners, LLC, an Arizona limited liability company
Its: Manager

By: Edward & Company, LLC, an Arizona limited liability company
Its: Administrative Agent

By: _____
Mark E. Ortman, Jr., Its Manager

EXHIBIT A

LEGAL DESCRIPTION OF UNIT 1

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

August 21, 2014
WP # 123928.08
Page 1 of 2

PARCEL DESCRIPTION
Country Club & I-40
Unit 1 Boundary

A parcel of land lying within Section 7, Township 21 North, Range 8 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

COMMENCING at the southeast corner of said Section 7, a brass cap in hand hole from which the east quarter corner of said section, a 2-inch diameter aluminum cap flush stamped SCI RLS 22258 ¼ S7 bears North 00°30'37" West (basis of bearing), a distance of 2660.64 feet;

THENCE along the east line of said section, a distance of 886.72 feet to the northeasterly right-of-way line of North Country Club Drive described in Document No. 3671654, C.C.R., a point of intersection with a non-tangent curve and the **POINT OF BEGINNING**;

THENCE along said right-of-way, northwesterly along said curve, having a radius of 628.51 feet, concave southwesterly, whose radius bears South 60°30'41" West, through a central angle of 20°23'04", a distance of 223.61 feet, to a point of intersection with a non-tangent line;

THENCE South 38°13'37" West, a distance of 1.58 feet;

THENCE North 50°43'38" West, a distance of 564.08 feet, to a point of intersection with a non-tangent curve;

THENCE leaving said right-of-way line, northwesterly along said curve, having a radius of 448.22 feet, concave northeasterly, whose radius bears North 39°41'00" East, through a central angle of 30°20'27", a distance of 237.35 feet, to a point of intersection with a non-tangent line;

THENCE North 89°30'37" East, a distance of 145.32 feet;

THENCE North 05°28'39" West, a distance of 200.81 feet, to a point of intersection with a non-tangent curve and the southerly right-of-way line of Interstate 40 as shown on ADOT right-of-way plans Project No. I-40-4-814;

THENCE along said right-of-way line, easterly along said curve, having a radius of 981.47 feet, concave northerly, whose radius bears North 01°10'48" West, through a central angle of 36°24'57", a distance of 623.80 feet, to the east line of said section line and point of intersection with a non-tangent line;

Parcel Description
Country Club & I-40
Unit 1 Boundary

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THENCE leaving said right-of-way line along said section line, South 00°30'37" East, a distance of 1123.62 feet, to the **POINT OF BEGINNING**.

Said area contains 9.5910 acres, or 417,782 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on an unrecorded Amended ALTA Survey prepared by Woodson Engineering and Surveying Inc. Project No. 112024 and dated December 2011. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of April 2013. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2012 Parcel Descriptions\123928.08 Country Club & I-40 Unit 1 Boundary L05 08-21-14.doc

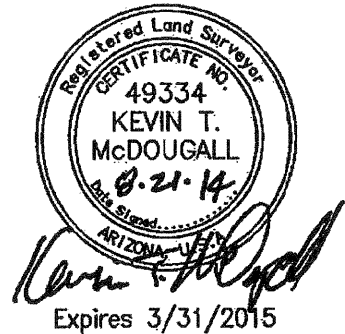


EXHIBIT B

LEGAL DESCRIPTION OF UNIT 2

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

August 21, 2014
WP # 123928.08
Page 1 of 5

PARCEL DESCRIPTION
Country Club & I-40
Unit 2

PARCEL NO. 1:

A portion of the Southeast quarter of Section 7, Township 21 North, Range 8 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING for reference at the East quarter corner of said Section 7;

THENCE South 00° 29' 50" East, along the East line of said Section 7, 650.28 feet to a found 1-1/2" diameter aluminum cap on the southerly line of U.S. Interstate Highway 40 marked "TEMPLETON RLS 26406" and the **POINT OF BEGINNING**;

THENCE South 00°30'34" East, 1123.42 feet along said east line of Section 7 to a found aluminum cap marked "CITY OF FLAGSTAFF NES LS 14671";

THENCE continuing South 00°30'34" East, 311.42 feet along said east line of Section 7 to a set 1/2" diameter rebar with cap marked "LS 16630 RLS 18215", herein after referred to as POINT "A", at the most northeasterly corner of that parcel described in that document recorded in Instrument No. 3274414, Records of Coconino County, Arizona (RCC), herein after referred to as "Soliere Avenue";

THENCE South 89°29'26" West, 22.73 feet along the northerly line of said Soliere Avenue to a found 3" diameter aluminum cap marked "ADOT HWY DIV 19";

THENCE South 02°25'30" West, 126.80 feet along said northerly line of Soliere Avenue to a set 1/2" diameter rebar with cap marked "LS 16630 RLS 18215";

THENCE South 63°32'32" West, 43.73 feet along said northerly line of Soliere Avenue to a found aluminum cap marked "NES 14671" at a point of non-tangency through which a radial line bears South 00°27'10" East;

THENCE southwesterly and northwesterly, 346.05 feet along said northerly line of Soliere Avenue, along the arc of a 400.57 foot radius curve, concave to the northeast, having a central angle of 49°29'49" to a found 3" diameter aluminum cap marked "ADOT HWY DIV 19";

THENCE North 40°58'23" West, 1121.63 feet along said northerly line of Soliere Avenue to point of curvature at a found 3" diameter aluminum cap marked "ADOT HWY DIV 19";

THENCE northwesterly, 280.33 feet along said northerly line of Soliere Avenue, along the arc of a 622.96 foot radius curve, concave to the southwest, having a central angle of 25°46'59" to a set 1/2" diameter rebar with cap marked "LS 16630 RLS 18215";

THENCE North 00°47'50" West, 102.90 feet to a found 3" diameter aluminum cap marked "ADOT HWY DIV 1989";

THENCE North 77°10'24" East, 187.99 feet to a found 3" diameter aluminum cap marked "ADOT";

THENCE South 35°04'29" East, 206.59 feet to a found 3" diameter aluminum cap marked "ADOT HWY DIV 1989";

THENCE South 52°52'04" East, 258.01 feet to found 3" diameter aluminum cap marked "ADOT HWY DIV 1989";

THENCE South 50°10'17" East, 116.92 feet to a found 3" diameter aluminum cap marked "ADOT HWY DIV 1989";

**Parcel Description
Country Club & I-40
Unit 2**

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THENCE North 89°46'22" East, 107.96 feet to a found 3" diameter aluminum cap marked "ADOT HWY DIV 1989";

THENCE North 51°30'22" West, 22.22 feet to a found 3" diameter aluminum cap marked "ADOT ROW 2013 217+36.71 425 RLS 35113" at a point of non-tangency through which a radial line bears South 39°39'09" West;

THENCE northwesterly, 336.40 feet along the arc of a 548.22 foot radius curve, concave to the northeast, having a central angle of 35°09'30" to a set MAG nail with tag marked "LS 16630" at a point of cusp at a corner of that parcel described in Docket 2110, Page 392, RCC;

THENCE South 50°17'20" East, 316.01 feet along the southwesterly line of said parcel to a found 2" diameter aluminum cap marked "CITY OF FLAGSTAFF RLS (illegible)" at a point of cusp of a non-tangent curve through which a radial line bears South 39°34'00" West;

THENCE northwesterly, 236.97 feet along the arc of a 448.22 foot radius curve, concave to the northeast, having a central angle of 30°17'30" to a found 2" diameter aluminum cap marked "NES 14671" on the southerly line of that parcel described in Docket 2110, Page 392, RCC;

THENCE North 89°18'01" East, 145.34 feet along the south line of said parcel described in Docket 2110, Page 382, RCC, and the south line of said Parcel 2 to a found 2" diameter aluminum cap marked "NES 14671" at the southeast corner thereof;

THENCE North 05°29'27" West, 200.77 feet along the east line of said parcel described in Docket 2110, Page 392, RCC, to a found 2" diameter aluminum cap marked "NES 14671" at the northeast corner thereof, at a point of non-tangency on the south line of U.S. Interstate Highway 40, through which a radial line bears South 01°11'21" East;

THENCE northeasterly, 623.62 feet along said south line of U.S. Interstate Highway 40, along the arc of a 981.47 foot radius curve, concave to the northwest, having a central angle of 36°24'20" to the **POINT OF BEGINNING**.

AND

A portion of the Southeast quarter of Section 7, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

COMMENCING for reference at the herein before described as POINT "A";

THENCE South 00°30'34" East, 575.29 feet along the east line of said Section 7 to a found 3" brass cap in handhole at the southeast corner of said Section 7;

THENCE South 89°10'49" West, 50.00 feet along the south line of said Section 7 to the **POINT OF BEGINNING**;

THENCE continuing South 89°10'49" West, 2587.35 feet along the south line of said Section 7 to a found 1-1/2" diameter aluminum cap marked "LS 4321" at the south quarter corner of said Section 7;

THENCE North 00°52'57" West, 1428.36 feet to a set 1/2" diameter rebar with cap marked "LS 16630 RLS 18215" at the most southwesterly corner of that parcel described in that document recorded in Instrument No. 3274414, Records of Coconino County, Arizona (RCC), herein after referred to as "Soliere Avenue", at a point of non-tangency through which a radial line bears North 24°20'09" West;

THENCE northeasterly, 336.70 feet along the southerly line of said Soliere Avenue, along the arc of a 14,083.18 foot radius curve, concave to the southeast, having a central angle of 01°22'11" to a set 1/2" diameter rebar with cap marked "LS 16630 RLS 18215";

THENCE North 81°24'15" East, 243.24 feet along said southerly line of Soliere Avenue to a found 3" diameter aluminum cap marked "ADOT HWY DIV 19";

THENCE South 86°27'29" East, 559.53 feet along said southerly line of Soliere Avenue to a found 3" diameter aluminum cap marked "ADOT HWY DIV 19" at a point of non-tangency through which a radial line bears North 03°30'49" East;

**Parcel Description
Country Club & I-40
Unit 2**

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THENCE southeasterly, 415.40 feet, along said southerly line of Soliere Avenue, along the arc of a 522.96 foot radius curve, concave to the southwest, having a central angle of 45°30'42" to a found 3" diameter aluminum cap marked "ADOT HWY DIV 19";
THENCE South 40°57'14" East, 1122.24 feet along said southerly line of Soliere Avenue to a found 3" diameter aluminum cap marked "ADOT HWY DIV 19" at a point of non-tangency through which a radial line bears South 49°02'37" West;
THENCE southeasterly, 181.47 feet along said southerly line of Soliere Avenue, along the arc of a 500.00 foot radius curve, concave to the northeast, having a central angle of 20°47'42" to a found 3" diameter aluminum cap marked "ADOT HWY DIV 19";
THENCE South 77°49'30" East, 52.95 feet along said southerly line of Soliere Avenue to a found 3" diameter aluminum cap marked "ADOT HWY DIV 19";
THENCE South 48°11'55" East, 32.99 feet along said southerly line of Soliere Avenue to a found 3" diameter aluminum cap marked "ADOT HWY DIV 19" at a point of non-tangency through which a radial line bears South 18°41'52" West;
THENCE southeasterly, 167.54 feet along said southerly line of Soliere Avenue, along the arc of a 500.00 foot radius curve, concave to the northeast, having a central angle of 19°11'55" to a found 3" diameter aluminum cap marked "ADOT HWY DIV 19";
THENCE North 89°29'57" East, 33.63 feet along said southerly line of Soliere Avenue to a set ½" diameter rebar with cap marked "LS 16630 RLS 18215";
THENCE South 03°15'20" West, 125.64 feet along said southerly line of Soliere Avenue to a found 3" diameter aluminum cap marked "ADOT HWY DIV 19" at a point of non-tangency through which a radial line bears North 86°44'40" West;
THENCE southwesterly, 204.68 feet along said southerly line of Soliere Avenue, along the arc of a 3,110.01 foot radius curve, concave to the southeast, having a central angle of 03°46'15" to the **POINT OF BEGINNING**;

EXCEPT that portion conveyed to the City of Flagstaff by Quit Claim Deed recorded in Instrument No. 3671654, and Affidavit of Correction recorded in Instrument No. 3675542, records of Coconino County, Arizona, more particularly described as follows:

COMMENCING for reference at a found brass cap in handhole at the Southeast corner of said Section 7;
THENCE North 00° 30' 34" West, a distance of 575.31 feet along the east line of said Section 7 to the **TRUE POINT OF BEGINNING**;
THENCE South 89° 29' 26" West, a distance of 22.73 feet to a found 3" diameter aluminum cap marked "ADOT HWY DIV 19" at a point of non-tangency through which a radial line bears North 89° 51' 41" East;
THENCE Northwesterly, a distance of 458.53 feet, along the arc of a 523.87 foot radius curve, concave to the Southwest, having a central angle of 50° 09' 01" to a found 2" diameter aluminum cap marked "CITY OF FLAGSTAFF";
THENCE North 50° 17' 20" West, a distance of 541.96 feet to a found 3" diameter aluminum cap marked 'ADOT HWY DIV 1989' at the Southwesterly corner of a portion of U.S. Interstate Highway 40;
THENCE North 51° 30' 22" West, a distance of 22.22 feet continuing along said portion of U.S. Interstate Highway 40 to a found 3" diameter aluminum cap marked 'ADOT RLS 35113 217+36.71 425' at a point of non-tangency through which a radial line bears South 39° 09' 09" West;
THENCE Northwesterly, a distance of 336.40 feet along said portion of U.S. Interstate Highway 40, along the arc of a 548.22 foot radius curve, concave to the Northeast, having a central angle of 35° 09' 30" to a set nail with tag marked "LS 16630" at a point of cusp on the Westerly line of that parcel described in Docket 2110, Page 392, records of Coconino County, Arizona, through which a radial line bears South 74° 55' 56" West;

Parcel Description
Country Club & I-40
Unit 2

August 21, 2014
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THENCE South 50° 17' 20" East, a distance of 316.01 feet along the west line of said parcel to the Westerly corner of that parcel described in Instrument No. 3208494, to a found 2" diameter aluminum cap marked 'CITY OF FLAGSTAFF LS';

THENCE South 50° 34' 21" East, a distance of 563.77 feet to a found nail with illegible brass tag;

THENCE North 38° 22' 54" East, a distance of 1.58 feet to a found nail with illegible brass tag at a point of non-tangency through which a radial line bears North 39° 43' 25" East;

THENCE Southeasterly a distance of 223.38 feet, along the arc of a 628.51 foot radius curve, concave to the Southwest, having a central angle of 20° 21' 50" to a found 2-1/2" diameter aluminum cap marked "CITY OF FLAGSTAFF" on the East line of said Section 7;

THENCE South 00° 30' 34" East, a distance of 311.39 feet along said East line to the **TRUE POINT OF BEGINNING**.

PARCEL NO. 2:
(intentionally deleted)

PARCEL NO. 3:

TRACT "B", COUNTRY CLUB MANOR, as shown on the plat thereof, recorded in Case 2, Map 1, Records of Coconino County, Arizona.

EXCEPT

A parcel of land lying within Section 7, Township 21 North, Range 8 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

COMMENCING at the southeast corner of said Section 7, a brass cap in hand hole from which the east quarter corner of said section, a 2-inch diameter aluminum cap flush stamped SCI RLS 22258 ¼ S7 bears North 00°30'37" West (basis of bearing), a distance of 2660.64 feet;

THENCE along the east line of said section, a distance of 886.72 feet to the northeasterly right-of-way line of North Country Club Drive described in Document No. 3671654, C.C.R., a point of intersection with a non-tangent curve and the **POINT OF BEGINNING**;

THENCE along said right-of-way, northwesterly along said curve, having a radius of 628.51 feet, concave southwesterly, whose radius bears South 60°30'41" West, through a central angle of 20°23'04", a distance of 223.61 feet, to a point of intersection with a non-tangent line;

THENCE South 38°13'37" West, a distance of 1.58 feet;

THENCE North 50°43'38" West, a distance of 564.08 feet, to a point of intersection with a non-tangent curve;

THENCE leaving said right-of-way line, northwesterly along said curve, having a radius of 448.22 feet, concave northeasterly, whose radius bears North 39°41'00" East, through a central angle of 30°20'27", a distance of 237.35 feet, to a point of intersection with a non-tangent line;

THENCE North 89°30'37" East, a distance of 145.32 feet;

THENCE North 05°28'39" West, a distance of 200.81 feet, to a point of intersection with a non-tangent curve and the southerly right-of-way line of Interstate 40 as shown on ADOT right-of-way plans Project No. I-40-4-814;

THENCE along said right-of-way line, easterly along said curve, having a radius of 981.47 feet, concave northerly, whose radius bears North 01°10'48" West, through a central angle of 36°24'57", a distance of 623.80 feet, to the east line of said section line and point of intersection with a non-tangent line;

Parcel Description
Country Club & I-40
Unit 2

August 21, 2014
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THENCE leaving said right-of-way line along said section line South 00°30'37" East, a distance of 1123.62 feet, to the **POINT OF BEGINNING**.

Subject to existing rights-of-way and easements.

This parcel description is based on an unrecorded Amended ALTA Survey prepared by Woodson Engineering and Surveying Inc. Project No. 112024 and dated December 2011. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of April 2013. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

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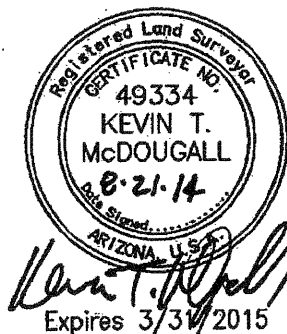


EXHIBIT C

LEGAL DESCRIPTION OF RETENTION AREA

EXHIBIT "C"

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

Revised August 25, 2014
August 13, 2014
WP # 123928.08
Page 1 of 4
See Exhibit "C-1"

PARCEL DESCRIPTION Country Club & I-40 Temporary Drainage Easement

A portion of that certain parcel of land described in Warranty Deed Document No. 3687537, Coconino County Records (C.C.R.), lying within the southeast quarter of Section 7, Township 21 North, Range 8 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

COMMENCING at the southeast corner of said Section 7, a 3-inch brass cap in handhole, from which the east quarter corner of said Section 7, a 2-inch aluminum cap stamped SCI RLS 22258 ¼ S 7, bears North 00°30'37" West (basis of bearing), a distance of 2660.64 feet.

THENCE along the east line of said Section 7, North 00°30'37" West, a distance of 723.14 feet;

THENCE leaving said east line, South 89°29'23" West, a distance of 634.80 feet to the southwesterly right-of-way line of Soliere Road as shown on Document No. 3274414 C.C.R. and the **POINT OF BEGINNING**;

THENCE leaving said right-of-way line, South 58°24'13" West, a distance of 176.30 feet;

THENCE South 80°29'32" West, a distance of 488.77 feet;

THENCE North 21°29'31" West, a distance of 268.31 feet, to a point hereby designated as "Point A" for future reference in this description;

THENCE North 80°29'32" East, a distance of 587.86 feet to said right-of-way line;

THENCE along said right-of-way line, South 40°57'31" East, a distance of 229.95 feet to the **POINT OF BEGINNING**.

Containing 161,290 square feet or 3.7027 acres, more or less.

COMMENCING AT SAID "POINT A"

THENCE North 39°41'59" West, a distance of 455.68 feet to the **POINT OF BEGINNING**;

THENCE North 90°00'00" West, a distance of 344.99 feet;

THENCE North 00°00'00" East, a distance of 241.27 feet;

THENCE North 90°00'00" East, a distance of 327.50 feet;

THENCE North 00°00'00" West, a distance of 149.63 feet to the south right-of-way line of East Soliere Avenue as described in Instrument Number 3274414, Coconino County Records;

THENCE along said right-of-way line, South 86°28'39" East, a distance of 34.75 feet;

THENCE leaving said right-of-way line, South 00°00'00" East, a distance of 147.49 feet;

Parcel Description
Country Club & I-40
Temporary Drainage Easement

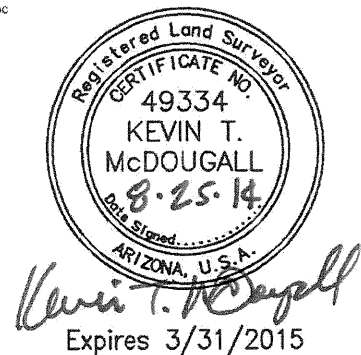
Revised August 25, 2014
August 13, 2014
WP # 123928.08
Page 2 of 4
See Exhibit "C-1"

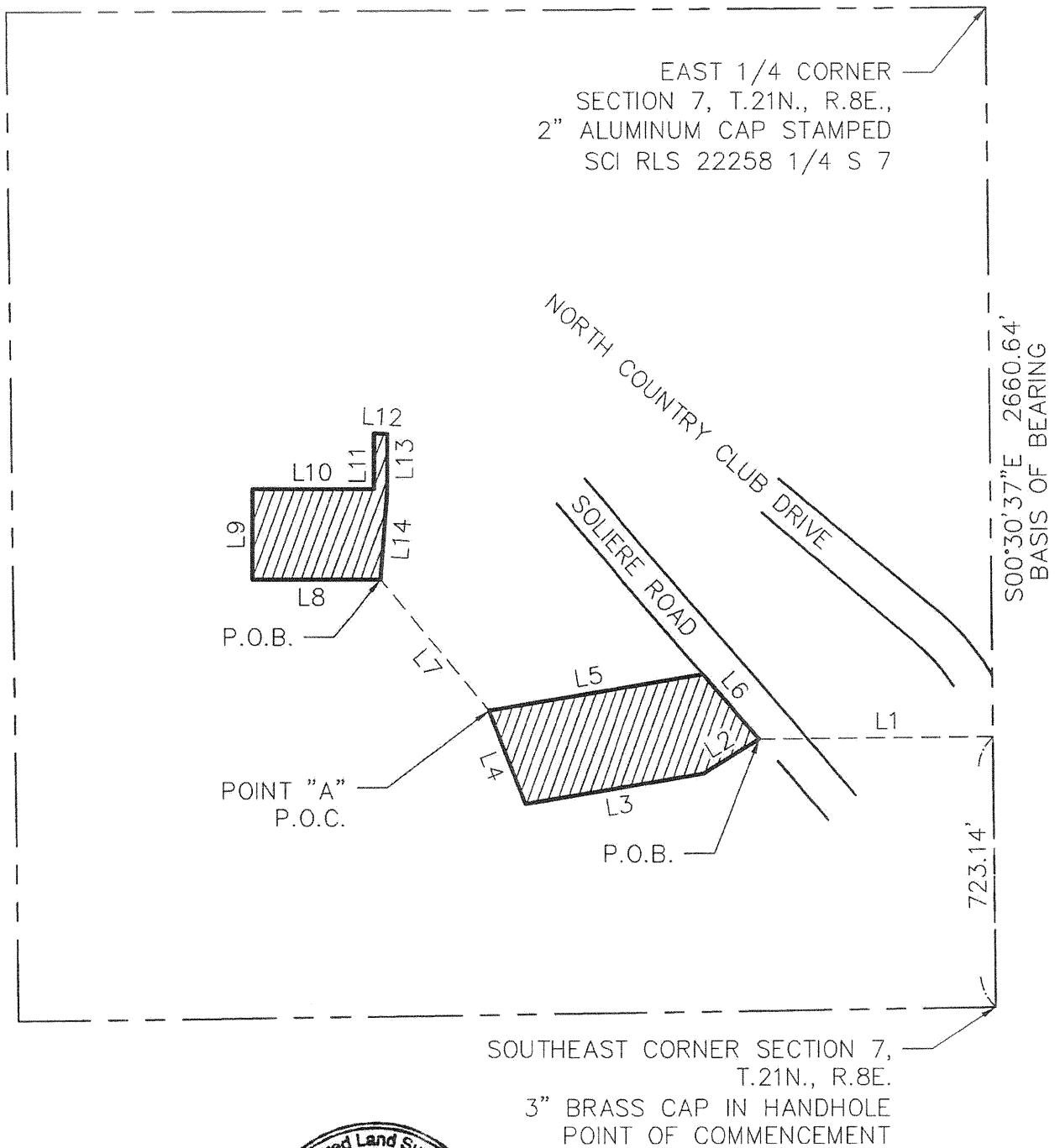
THENCE South 04°04'31" West, a distance of 241.88 feet to the **POINT OF BEGINNING**.

Containing 90,461 square feet or 2.0767 acres, more or less

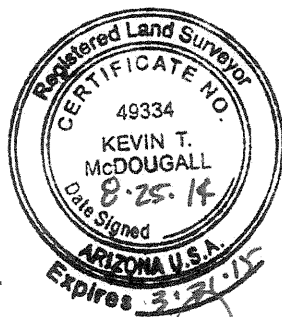
This parcel description is based on an unrecorded Amended ALTA Survey prepared by Woodson Engineering and Surveying Inc. Project No. 112024 and dated December 2011. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of April 2013. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

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WOOD/PATEL
2051 W. NORTHERN AVE.
PHOENIX AZ 85021
Phone: (602) 335-8500
Fax: (602) 335-8580
PHOENIX • MESA • TUCSON



Kevin T. McDougall

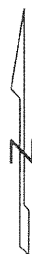
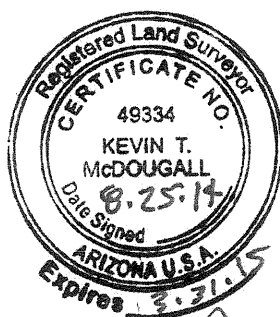


EXHIBIT "C-1"
COUNTRY CLUB & I-40
TEMPORARY DRAINAGE EASEMENT
REV. 08/25/2014
123928.08
PAGE 3 OF 4
NOT TO SCALE

N: \2012\123928\Survey\Legal\L04R01.dwg

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°29'23"W	634.80'
L2	S58°24'13"W	176.30'
L3	S80°29'32"W	488.77'
L4	N21°29'31"W	268.31'
L5	N80°29'32"E	587.86'
L6	S40°57'31"E	229.95'
L7	N39°41'59"W	455.68'
L8	N90°00'00"W	344.99'
L9	N00°00'00"E	241.27'
L10	N90°00'00"E	327.50'
L11	N00°00'00"E	149.63'
L12	S86°28'39"E	34.75'
L13	S00°00'00"E	147.49'
L14	S04°04'31"W	241.88'

WOOD/PATEL
 2051 W. NORTHERN AVE.
 PHOENIX AZ 85021
 Phone: (602) 335-8500
 Fax: (602) 335-8580
 PHOENIX • MESA • TUCSON



Kevin T. McDougall

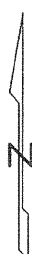


EXHIBIT "C-1"
 COUNTRY CLUB & I-40
 TEMPORARY DRAINAGE EASEMENT
 REV. 08/25/2014
 123928.08
 PAGE 4 OF 4
 NOT TO SCALE
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EXHIBIT D

LEGAL DESCRIPTION OF CHANNEL/PIPE AREA

EXHIBIT "D"

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

Revised August 25, 2014
August 13, 2014
WP # 123928.08
Page 1 of 2
See Exhibit "D-1"

PARCEL DESCRIPTION Country Club & I-40 Temporary Drainage Easement

A portion of that certain parcel of land described in Warranty Deed Document No. 3687537, Coconino County Records (C.C.R.), lying within the southeast quarter of Section 7, Township 21 North, Range 8 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

COMMENCING at the southeast corner of said Section 7, a 3-inch brass cap in handhole, from which the east quarter corner of said Section 7, a 2-inch aluminum cap stamped SCI RLS 22258 ¼ S 7, bears North 00°30'37" West (basis of bearing), a distance of 2660.64 feet.

THENCE along the east line of said Section 7, North 00°30'37" West, a distance of 1,016.93 feet;

THENCE leaving said east line, South 89°29'23" West, a distance of 253.31 feet to the southwesterly right-of-way line of North Country Club Drive described in Document No. 3671654, C.C.R. and the **POINT OF BEGINNING**;

THENCE South 41°09'49" West, a distance of 223.56 feet;

THENCE South 57°37'17" West, a distance of 161.27 feet to the northeasterly right-of-way line of Soliere Road described in Document No. 3274414, C.C.R.;

THENCE North 40°57'31" West, along said right-of-way line of Soliere Road, a distance of 149.50 feet;

THENCE leaving said right-of-way line, North 79°11'54" East, a distance of 239.38 feet;

THENCE North 41°09'49" East, a distance of 168.01 feet to said right-of-way line of North Country Club Drive;

THENCE South 50°17'26" East, along said right-of-way line, a distance of 46.30 feet to the **POINT OF BEGINNING**.

Containing 29,357 square feet or 0.6739 acres, more or less.

This parcel description is based on an unrecorded Amended ALTA Survey prepared by Woodson Engineering and Surveying Inc. Project No. 112024 and dated December 2011. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of April 2013. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

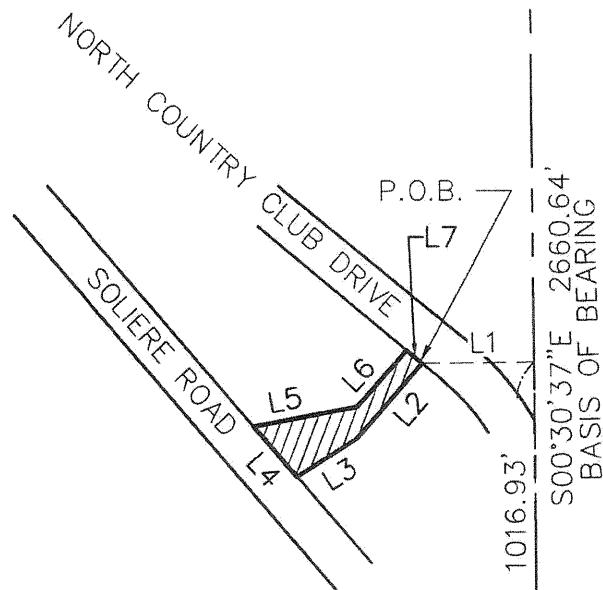
Y:\WP\Parcel Descriptions\2012 Parcel Descriptions\123928.08 Country Club & I-40 Temporary Drainage Easement 1.03R01 08-25-14.doc



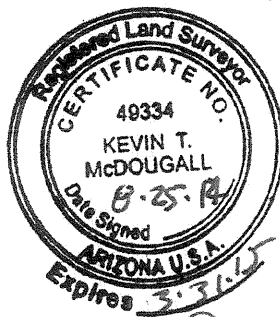
Kevin T. McDougall
Expires 3/31/2015

EAST 1/4 CORNER
SECTION 7, T.21N., R.8E.,
2" ALUMINUM CAP STAMPED
SCI RLS 22258 1/4 S 7

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°29'23"W	253.31'
L2	S41°09'49"W	223.56'
L3	S57°37'17"W	161.27'
L4	N40°57'31"W	149.50'
L5	N79°11'54"E	239.38'
L6	N41°09'49"E	168.01'
L7	S50°17'26"E	46.30'



SOUTHEAST CORNER SECTION 7,
T.21N., R.8E.
3" BRASS CAP IN HANDHOLE
POINT OF COMMENCEMENT



WOOD/PATEL
2051 W. NORTHERN AVE.
PHOENIX AZ 85021
Phone: (602) 335-8500
Fax: (602) 335-8580
PHOENIX • MESA • TUCSON

Kevin T. McDougall



EXHIBIT "D-1"
COUNTRY CLUB & I-40
CHANNEL PIPE AREA EASEMENT
REV .08/25/2014
123928.08
PAGE 2 OF 2
NOT TO SCALE

N: \2012\123928\Survey\Legal\L03R01.dwg

EXHIBIT "E"

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

August 25, 2014
WP # 123928.08
Page 1 of 1

**PARCEL DESCRIPTION
Country Club & I-40
Temporary Drainage Easement**

A parcel of land lying within Section 7, Township 21 North, Range 8 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

COMMENCING at the southeast corner of said Section 7, a 3-inch brass cap in handhole from which the east quarter corner of said section, a 2-inch aluminum cap flush stamped SCI RLS 22258 ¼ S7 bears North 00°30'37" West (basis of bearing), a distance of 2660.64 feet;

THENCE North 37°29'43" West, a distance of 1424.65 feet, to the northeasterly right-of-way line of East Soliere Avenue as described in Instrument Number 3274414, Coconino County Records and the **POINT OF BEGINNING**;

THENCE along said right-of-way line, North 40°57'31" West, a distance of 40.00 feet;

THENCE leaving said right-of-way line, North 49°08'14" East, a distance of 80.86 feet;

THENCE North 19°45'33" East, a distance of 151.07 feet, to the southwesterly line of an Arizona Department of Transportation right-of-way line as shown on Instrument Number 3208494, Coconino County Records;

THENCE along said right-of-way line, South 50°09'23" East, a distance of 42.59 feet;

THENCE leaving said right-of-way line, South 19°45'33" West, a distance of 146.93 feet;

THENCE South 49°08'14" West, a distance of 91.28 feet, to the **POINT OF BEGINNING**.

Containing 0.2159 acres, or 9,403 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on an unrecorded Amended ALTA Survey prepared by Woodson Engineering and Surveying Inc. Project No. 112024 and dated December 2011. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of April 2013. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2012 Parcel Descriptions\123928.08 Country Club & I-40 Temporary Drainage Easement L07 08-25-14.doc



Expires 3/31/2015

FINAL PLAT FOR
COUNTRY CLUB & I-40, UNIT 1

DEDICATION

STATE OF ARIZONA)
COUNTY OF COCONINO) ss.
KNOW ALL MEN BY THESE PRESENTS:

VP I-40 & COUNTRY CLUB, LLC AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "COUNTRY CLUB & I-40, UNIT 1", LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER AND MERIDIAN, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "COUNTRY CLUB & I-40, UNIT 1", A COMMERCIAL SUBDIVISION AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER GIVEN EACH RESPECTIVELY ON SAID PLAT. VP I-40 & COUNTRY CLUB LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, THE EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED ON THEIR OWN BEHALF AND BY THE DULY AUTHORIZED OFFICIALS AND OFFICERS ON THE DAY AND YEAR HEREIN WRITTEN.

SUBDIVIDER

VP I-40 & COUNTRY CLUB, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: VINTAGE PARTNERS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: EDWARD & COMPANY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: ADMINISTRATIVE MEMBER

BY: _____
MARK E. ORTMAN JR. ITS: MANAGER

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 2014,
MARK E. ORTMAN JR.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

DATED THIS _____ DAY OF _____, 2014 IN FLAGSTAFF, COCONINO COUNTY, ARIZONA.

A COMMERCIAL DEVELOPMENT IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF
FLAGSTAFF, COCONINO COUNTY, ARIZONA

FEMA FLOODPLAIN

THIS PROJECT IS LOCATED IN ZONE X AND DEFINED AS: AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. AS FOUND ON FLOOD INSURANCE RATE MAP NUMBER 04005C6829G, EFFECTIVE DATE SEPTEMBER 3, 2010.

BASIS OF BEARINGS

COMMENCING AT A FOUND BRASS CAP IN HAND HOLE THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, NORTH 00 DEGREES, 30 MINUTES, 37 SECONDS WEST A DISTANCE OF 2660.64 FEET, TO A 2" DIAMETER ALUMINUM CAP FLUSH ALONG SECTION LINE IS BASIS OF BEARING

PRIVATE DRIVEWAY

ALL PAVING, GUTTERS, AND SIDEWALKS LOCATED OUTSIDE OF THE RIGHT OF WAY AND WITHIN THE INGRESS-EGRESS EASEMENT SHALL BE OWNED AND MAINTAINED BY THE COUNTRY CLUB & I-40, UNIT 1 OWNERS.

PUBLIC UTILITIES

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENT ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING: REMOVABLE WOOD, WIRE OR SECTION TYPE FENCING; CONSTRUCTION, STRUCTURES OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

ASSURED WATER SUPPLY

THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW, AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO. 41-900002.0002.

DRAINAGE EASEMENTS

MAINTENANCE OF ALL TEMPORARY AND PERMANENT OFFSITE AND ONSITE LOW IMPACT DEVELOPMENT, DETENTION AND DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. THE CITY SHALL RESERVE THE RIGHT TO PERIODICALLY INSPECT ANY LOW IMPACT DEVELOPMENT, DETENTION AND DRAINAGE FACILITIES TO VERIFY THAT REGULAR MAINTENANCE ACTIVITIES ARE BEING PERFORMED.

DEED RESTRICTIONS

THE PROPERTY IS SUBJECT TO THAT CERTAIN "EASEMENTS AND MAINTENANCE AGREEMENT" WHICH INCLUDE ACCESS EASEMENTS RECORDED AT INSTRUMENT NUMBER _____.

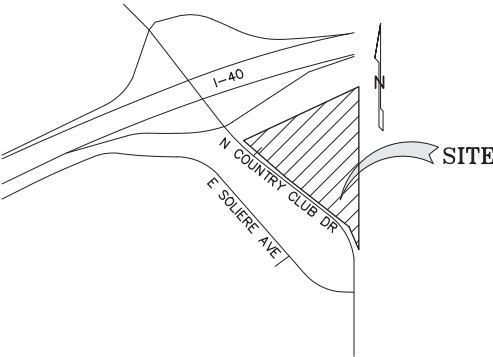
PARCEL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 7, A BRASS CAP IN HAND HOLE FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION, A 2-INCH DIAMETER ALUMINUM CAP FLUSH STAMPED SCI RLS 22258 1/4 S7 BEARS NORTH 00°30'37" WEST (BASIS OF BEARING); A DISTANCE OF 2660.64 FEET; THENCE ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 886.72 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF NORTH COUNTRY CLUB DRIVE DESCRIBED IN DOCUMENT NO. 3671654, C.C.R., A POINT OF INTERSECTION WITH A NON-TANGENT CURVE AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY, NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 628.51 FEET, CONCAVE SOUTHWESTERLY, WHOSE RADIUS BEARS SOUTH 60°30'41" WEST, THROUGH A CENTRAL ANGLE OF 20°23'04", A DISTANCE OF 223.61 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 38°13'37" WEST, A DISTANCE OF 1.58 FEET; THENCE NORTH 50°43'38" WEST, A DISTANCE OF 564.08 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 448.22 FEET, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 39°41'00" EAST, THROUGH A CENTRAL ANGLE OF 30°20'27", A DISTANCE OF 237.35 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 89°30'37" EAST, A DISTANCE OF 145.32 FEET; THENCE NORTH 05°28'39" WEST, A DISTANCE OF 200.81 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 40 AS SHOWN ON ADOT RIGHT-OF-WAY PLANS PROJECT NO. I-40-4-814; THENCE ALONG SAID RIGHT-OF-WAY LINE, EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 981.47 FEET, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 01°10'48" WEST, THROUGH A CENTRAL ANGLE OF 36°24'57", A DISTANCE OF 623.80 FEET, TO THE EAST LINE OF SAID SECTION LINE AND POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG SAID SECTION LINE SOUTH 00°30'37" EAST, A DISTANCE OF 1123.62 FEET, TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 9.5910 ACRES, OR 417,782 SQUARE FEET OF LAND, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.



LOCATION MAP
N.T.S.

SITE DATA

LOT	ACRES
1	1.05
2	1.00
3	2.18
4	2.35
5	0.98
6	0.90
7	1.13
TOTAL	9.59

OWNER/DEVELOPER

VP I-40 & COUNTRY CLUB, LLC
2502 E CAMELBACK RD, SUITE 214
PHOENIX, ARIZONA 85016
PH: (602) 459-9931
CONTACT: MR. DUANE HUNN, P.E.

ENGINEER

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE
SUITE #100
PHOENIX, ARIZONA 85021
PH: (602) 335-8500
CONTACT: MR. KEVIN McDOUGALL, P.E., R.L.S.

SITE ADDRESS

TO BE DETERMINED

ASSESSOR PARCEL NUMBERS

PARENT PARCEL NUMBERS: 113-29-003J
113-29-003G, 113-29-001M

CITY APPROVALS

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA ON THE _____ DAY OF _____, 2014.

BY: _____ MAYOR

ATTEST: _____ CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE CITY ENGINEER AND COMMUNITY DEVELOPMENT DIRECTOR OF FLAGSTAFF, ARIZONA, ON THE _____ DAY OF _____, 2014.

BY: _____
CITY ENGINEER

BY: _____
COMMUNITY DEVELOPMENT DIRECTOR

UTILITY COMPANY ACKNOWLEDGEMENT

ARIZONA PUBLIC SERVICE CO. (BRIAN WALLACE) DATE _____

UNISOURCE ENERGY (MARTIN CONBOY) DATE _____

CENTURYLINK (JOHN MEYERS) DATE _____

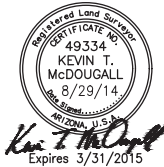
SUDDENLINK (RICHARD DAVIS) DATE _____

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF MAY 2013; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Kevin T. McDougall
KEVIN T. McDOUGALL
REGISTERED LAND SURVEYOR #49334
WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021

8/29/14
DATE



WOOD/PATEL

CIVIL ENGINEERS
HYDROLOGISTS
LAND SURVEYORS
CONSTRUCTION MANAGERS

2051 W. Northern Ave.
Phoenix, AZ 85021

(602) 335-8500
www.woodpatel.com
PHOENIX • MESA • TUCSON

COMPLETED SURVEY FIELD WORK ON	5/2013
CHECKED BY	GETTINGS
CAD TECHNICIAN	DFT
SCALE	1"=50'
DATE	8/29/14
JOB NUMBER	123928.07
SHEET	1 OF 2

