

REGULAR COUNCIL MEETING  
TUESDAY  
FEBRUARY 16, 2021

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

## **ATTENTION**

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

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

## **PUBLIC COMMENT PROTOCOL**

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

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

**Public comments may be submitted to [publiccomment@flagstaffaz.gov](mailto:publiccomment@flagstaffaz.gov)**

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

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

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

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

If you wish to email Mayor and Council directly you may do so at [council@flagstaffaz.gov](mailto:council@flagstaffaz.gov).

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## **AGENDA**

### **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 DEASY  
VICE MAYOR DAGGETT  
COUNCILMEMBER ASLAN  
COUNCILMEMBER MCCARTHY

COUNCILMEMBER SALAS  
COUNCILMEMBER SHIMONI  
COUNCILMEMBER SWEET

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 for all.*

4. **PUBLIC PARTICIPATION**

*Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.*

5. **PROCLAMATIONS AND RECOGNITIONS**

A. **Proclamation: Black History Month**

6. **LIQUOR LICENSE PUBLIC HEARINGS**

A. **Consideration and Action on Liquor License Application:** Jeffrey Craig Miller, "Sportsman's Bar & Grill," 1000 N Humphreys Street #98, Series 12, New Application.

**STAFF RECOMMENDED ACTION:**

Hold public hearing.

The City Council has the option to:

- 1) Forward the application to the State with a recommendation for approval;
- 2) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

- B. Consideration and Action on Liquor License Application:** Michelle Elaine Gregory "Mobil," 2484 E. Butler Avenue, Series 09 (liquor store - all spirituous liquor), Owner Transfer.

**STAFF RECOMMENDED ACTION:**

Hold the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

- C. Consideration and Action on Liquor License Application:** Devangkumar G. Patel "Mountain Spirits Co.," 1490 S. Riordan Ranch Street, Series 09 (liquor store - all spirituous liquor), New Application.

**STAFF RECOMMENDED ACTION:**

Hold the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

**7. CONSENT ITEMS**

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

- A. Consideration and Approval of Purchase:** The purchase of four (4) 2021 Ford Police Interceptor Utility Hybrid vehicles, in the amount of \$152,108.55 from San Tan Ford.

**STAFF RECOMMENDED ACTION:**

1. Approve the contract with San Tan Ford for the purchase of four (4) 2021 Ford Police Interceptor Utility Hybrid vehicles, a total cost of \$152,108.55 (includes all applicable taxes and fees).
2. Authorize the City Manager to execute the necessary documents.

- B. Consideration and Approval of Contract:** Contract with Corporate Technology Solutions (CTS) for the purchase of audio & video equipment, for the purpose of adding remote meeting technologies and enhancing select City Hall conference rooms in an amount not to exceed \$130,000.

**STAFF RECOMMENDED ACTION:**

1. Approve the agreement with Corporate Technology Solutions (CTS) to provide audio and video upgrades to Council Chambers, Council Conference Room and Staff Conference Room, in the amount not to exceed \$130,000; and
2. Authorize the City Manager to execute all necessary documents.

8. **ROUTINE ITEMS**

- A. **Consideration of Contract:** Reject all Bids for the Elden Lookout Road Hazard Tree Mitigation

**STAFF RECOMMENDED ACTION:**

Staff recommends that City Council reject all bids submitted for Invitation for Bids (IFB) #2020-27 and #2020-84 for the Elden Lookout Road Hazard Tree Mitigation project.

9. **PUBLIC HEARING ITEMS**

- A. **Public Hearing:** Whispering Winds Sign Historic Overlay Zoning Map Amendment - PZ-20-00141-02, 922 E Route 66

**STAFF RECOMMENDED ACTION:**

1. Open Public Hearing
2. Continue the hearing to March 2, 2021

10. **REGULAR AGENDA**

- A. **Consideration and Adoption of Ordinance No. 2021-01:** An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 23.08 acres of real property generally located at 2701 S Woody Mountain Road, a portion of APN 112-01-019 from the Rural Residential (RR) zone to the Medium Density Residential (MR) zone with conditions, providing for severability, authority for clerical corrections, and establishing an effective date.

**STAFF RECOMMENDED ACTION:**

- 1) Read Ordinance No. 2021-01 by title only for the final time
- 2) City Clerk reads Ordinance No.2021-01 by title only (if approved above)
- 3) Adopt Ordinance No. 2021-01

- B. **Consideration and Adoption of Resolution No. 2021-07:** A resolution of the Flagstaff City Council, authorizing the execution of a development agreement between the City of Flagstaff and VP 66 and Woody Mountain LLC, for Sky Cottages at Timber Sky related to the development of approximately 23.08 acres of real property generally located at the northwest corner of Woody Mountain Road and McAllister Ranch Road and establishing an effective date.

**STAFF RECOMMENDED ACTION:**

- 1) Read Resolution No. 2021-07 by title only
- 2) City Clerk reads Resolution No. 2021-07 by title only (if approved above)
- 3) Adopt Resolution No.2021-07

- C. **Consideration and Adoption of Ordinance No. 2021-02:** An ordinance of the Flagstaff City Council amending the Employee Handbook of Regulations, as established by Flagstaff City Code, Chapter 1-14, Personnel System, Section 1-14-001-0001, Personnel System Adopted.

**STAFF RECOMMENDED ACTION:**

At the February 16, 2021 Council Meeting:

- 1) Read Ordinance No. 2021-02 by title only for the first time
- 2) City Clerk reads Ordinance No. 2021-02 by title only (if approved above)

At the March 2, 2021 Council Meeting:

- 3) Read Ordinance No. 2021-02 by title only for the final time
- 4) City Clerk reads Ordinance No. 2021-02 by title only (if approved above)
- 5) Adopt Ordinance No. 2021-02

- D. **Consideration and Approval of Lease Amendment:** Lease No: GS-09P-94446 for Building 3 of the United States Geological Survey (USGS) facility located at 2255 North Gemini Drive, Flagstaff, Arizona 86001

**STAFF RECOMMENDED ACTION:**

Approve the Lease Amendment to incorporate the Federal Acquisition Regulations Clause 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

- E. **Consideration of Consent:** APS Easement on Veteran's Home property (McMillan Mesa)

**STAFF RECOMMENDED ACTION:**

Approve Consent to the Easement between APS and the State of Arizona

- F. **Consideration and Adoption of Resolution No. 2021-08:** A resolution of the Flagstaff City Council, directing the City Manager to reduce the stage of the 2020 Economic Recession Plan from the Significant to the Moderate, and providing for an effective date

**STAFF RECOMMENDED ACTION:**

- 1) Read Resolution No. 2021-08 by title only
- 2) City Clerk reads Resolution No. 2021-08 by title only (if approved above)
- 3) Adopt Resolution No. 2021-08

11. **DISCUSSION ITEMS**

- A. **Fourth Street-Lockett Road-Cedar Avenue Roundabout Alternatives Discussion**

- B. **State Legislative Update**

12. **COUNCIL LIAISON REPORTS**

13. **FUTURE AGENDA ITEM REQUESTS**

*After discussion and upon agreement by three members of the Council, an item will be moved to a regularly-scheduled Council meeting.*

- A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Salas to place on a future agenda a discussion about a citywide comprehensive cost recovery policy.

14. **CITY MANAGER REPORT**

- A. **City Manager Report**

- i. **Public Works Snow Operations**

15. **INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, FUTURE AGENDA ITEM REQUESTS**

16. **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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Stacy Saltzburg, MMC, City Clerk

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Fobar, Deputy City Clerk  
**Date:** 02/11/2021  
**Meeting Date:** 02/16/2021



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**TITLE:**

**Consideration and Action on Liquor License Application:** Jeffrey Craig Miller, "Sportsman's Bar & Grill," 1000 N Humphreys Street #98, Series 12, New Application.

**STAFF RECOMMENDED ACTION:**

Hold public hearing.

The City Council has the option to:

- 1) Forward the application to the State with a recommendation for approval;
- 2) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

**Executive Summary:**

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. The applicant is requesting approval of a series 12 (restaurant) license at this location.

A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Sportsman's Bar & Grill is an existing business in Flagstaff with a current Series 06 (Bar) license. The Series 06 currently at this location will be placed on inactive upon issuance of the series 12 license. If approved it will be the 92nd active series 12 license in Flagstaff. Series 12 licenses are non-quota licenses.

To view surrounding liquor licenses, please refer to the online interactive [Liquor License Map](#).

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

**Financial Impact:**

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

**Policy Impact:**

Not applicable.

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

Liquor licenses are a regulatory action and there is no Council goal that applies.

**Has There Been Previous Council Decision on This:**

Not applicable.

**Key Considerations:**

Because the application is for a new application, consideration may only be given to the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is February 24, 2021.

**Community Benefits and Considerations:**

This business will contribute to the tax base of the community.

**Community Involvement:**

The application was properly posted on January 27, 2021. No written protests have been received to date.

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**Attachments:**    [Letter to Applicant - Sportsmans](#)  
                          [Hearing Procedures](#)  
                          [Series 12 Description](#)  
                          [PD Memo](#)  
                          [Zoning Memo](#)  
                          [Map](#)



# City of Flagstaff

OFFICE OF THE CITY CLERK

2/2/2021

Jeffrey Craig Miller  
PO Box 2502  
Chandler, AZ 85244

Dear Mr. Miller:

Your application for a new Series 12 Liquor License for Sportsman's Bar & Grill located at 1000 N. Humphreys Street, Flagstaff, AZ was posted on January 27, 2021. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, February 16, 2021 which is currently scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference (Microsoft Teams Meeting) and be prepared to answer any questions that the City Council may have. The instructions on how to join the online meeting will be emailed to you prior to the hearing. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on February 16, 2021 and the application may be removed from the premises at that time.

There is an \$815 application fee which needs to be received prior to the hearing date. Payment can be made online at <https://www.flagstaff.az.gov/2452/E--Services> under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077 or 928-220-5995.

Sincerely,

*Stacy M. Fobar*

Stacy M. Fobar  
Deputy City Clerk

Enclosures



# City of Flagstaff

## Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

## **R19-1-702. Determining Whether to Grant a License for a Certain Location**

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
  2. Number and types of licenses within one mile of the proposed premises;
  3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
  4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
  5. Residential and commercial population density within one mile of the proposed premises;
  6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
  7. Effect on vehicular traffic within one mile of the proposed premises;
  8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
  9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
  10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
  11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
  12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

## License Types: Series 12 Restaurant License

Non-transferable

On-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

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### PURPOSE:

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

### ADDITIONAL RIGHTS AND RESPONSIBILITIES:

An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

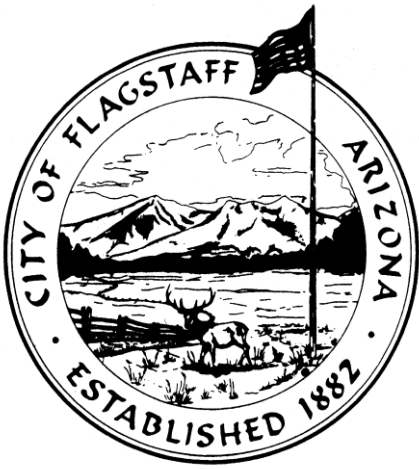
On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept **DELIVERY** of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of \$20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.



# FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646

ADMIN FAX (928)213-3372

TDD 1-800-842-4681



Chief of Police  
Dan Musselman

## MEMORANDUM

**Memo #21-012**

**TO: Chief Dan Musselman**

**FROM: Sgt. Ryan Turley**

**DATE: January 29<sup>th</sup>, 2021**

**RE: LIQUOR LICENSE APPLICATION – SERIES 12 - for “Sportsmans”.**

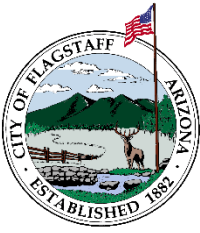
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On January 29th, I initiated an investigation into an application for Series 12 (Restaurant) license application filed by Craig Miller (Agent), Craig Hindman (Controlling Person) and Kirk Hindman (Controlling Person). The application # is 130887 and it is for Sportsman’s Bar and Grill located at 1000 N. Humphreys. It is a new application.

I conducted a query through local systems and public access on all applicants. I found no derogatory records for them within the last 10 years. I received evidence of Craig taking the mandatory liquor training class within the last three years.

There is no school or church within 300 feet of the building.

I spoke to Craig about this application. He confirmed that he or the other applicants would attend the council meeting on February 16th, 2021. The business hours would be 11 am to 2 am Monday through Sunday.



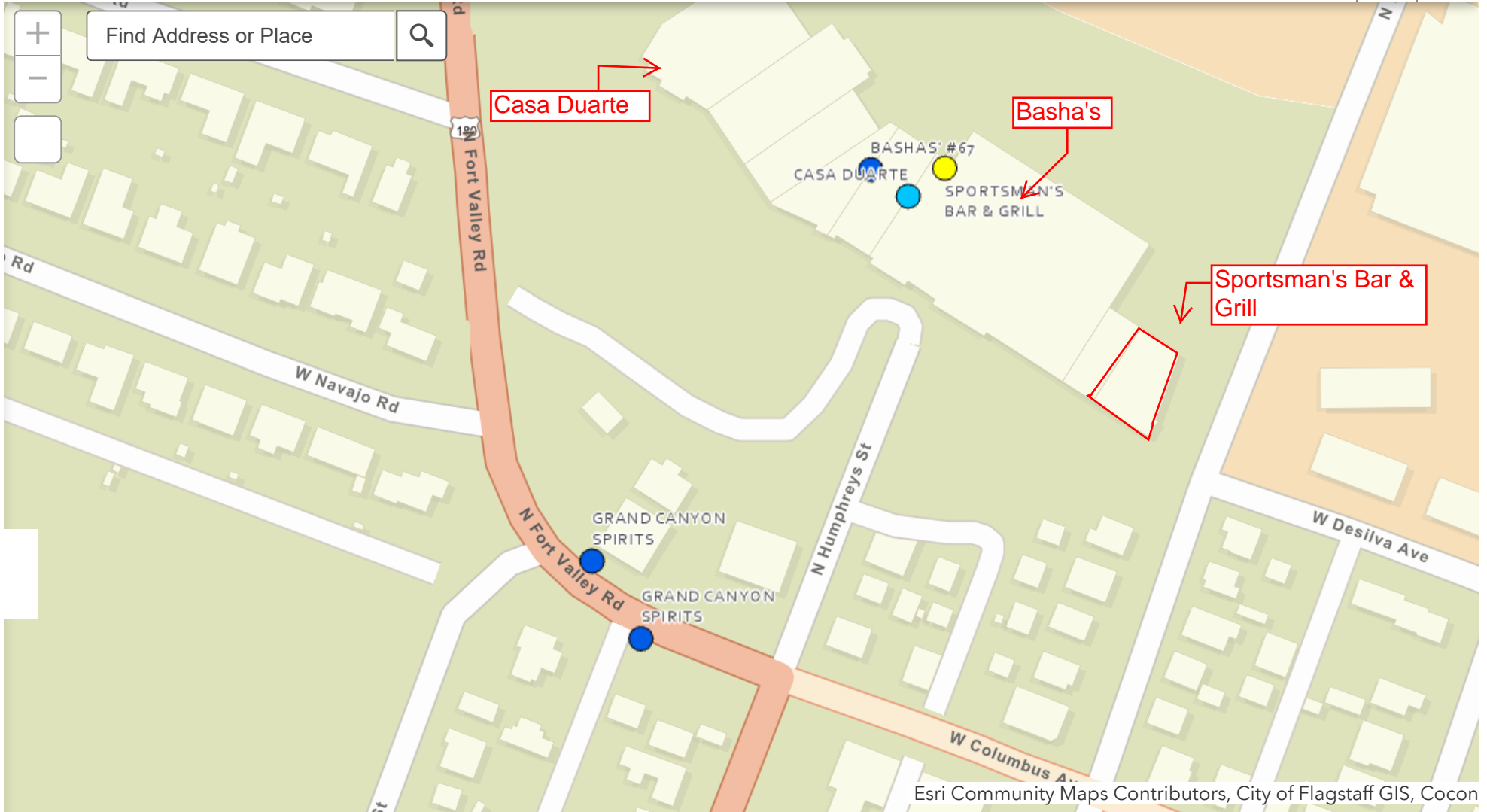
## Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk  
From: Reggie Eccleston, Code Compliance Manager  
CC: Tiffany Antol, Planning Director  
Date: Jan. 28, 2021  
Re: Application for Liquor License #130887  
1000 N. Humphreys St. #98, Flagstaff, Arizona 86001  
Assessor's Parcel Number 101-01-004F  
Jeffrey Miller on behalf of Sportsman's Bar & Grill

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This application is a request for a new Series 12 Restaurant liquor license by Jeffrey Miller on behalf of Sportsman's Bar & Grill. This business is located within the Community Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Fobar, Deputy City Clerk  
**Date:** 02/11/2021  
**Meeting Date:** 02/16/2021



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**TITLE:**

**Consideration and Action on Liquor License Application:** Michelle Elain Gregory "Mobil," 2484 E. Butler Avenue, Series 09 (liquor store - all spirituous liquor), Owner Transfer.

**STAFF RECOMMENDED ACTION:**

Hold the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

**Executive Summary:**

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. Series 09 licenses are a quota licenses and must be obtained through the person/location transfer of an existing license from another business. This license was purchased from THAT Flagstaff Butler Chevron by MCD2020, LLC.

Mobil is an existing business in Flagstaff. If approved, it will be the 35th active series 09 liquor license in Flagstaff. To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

**Financial Impact:**

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

**Policy Impact:**

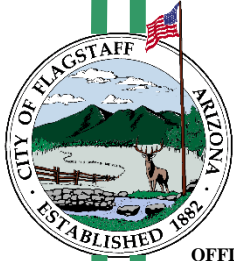
Not applicable.

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

Liquor licenses are a regulatory action and there are no Community Priorities that directly apply.

**Has There Been Previous Council Decision on This:**





# City of Flagstaff

OFFICE OF THE CITY CLERK

2/2/2021

Michelle Elain Gregory  
233 Blue Ridge Road  
Mormon Lake, AZ 86038

Dear Ms. Gregory:

Your application for a new Series 9 Liquor License for Mobil located at 2484 E. Butler Avenue, Flagstaff, AZ was posted on January 27, 2021. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, February 16, 2021 which is currently scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference (Microsoft Teams Meeting) and be prepared to answer any questions that the City Council may have. The instructions on how to join the online meeting will be emailed to you prior to the hearing. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on February 16, 2021 and the application may be removed from the premises at that time.

There is an \$815 application fee which needs to be received prior to the hearing date. Payment can be made online at <https://www.flagstaff.az.gov/2452/E--Services> under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077 or 928-220-5995.

Sincerely,

*Stacy M. Fobar*

Stacy M. Fobar  
Deputy City Clerk

Enclosures



# City of Flagstaff

## Liquor License Application Hearing Procedures

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4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
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7. The presiding officer will then close the public hearing.
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## **R19-1-702. Determining Whether to Grant a License for a Certain Location**

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
  2. Number and types of licenses within one mile of the proposed premises;
  3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
  4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
  5. Residential and commercial population density within one mile of the proposed premises;
  6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
  7. Effect on vehicular traffic within one mile of the proposed premises;
  8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
  9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
  10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
  11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
  12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

## License Types: Series 09 Liquor Store License (All spirituous liquors)

Transferable (From person to person and/or location to location within the same county only)

Off-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

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### PURPOSE:

Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

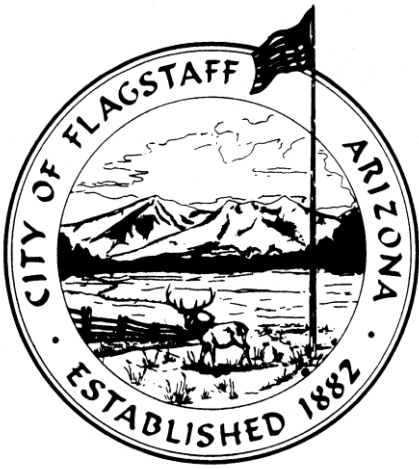
### ADDITIONAL RIGHTS AND RESPONSIBILITIES:

A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.



# FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646

ADMIN FAX (928)213-3372

TDD 1-800-842-4681



Chief of Police  
Dan Musselman

## MEMORANDUM

**Memo #21-010**

**TO: Chief Dan Musselman**

**FROM: Sgt. Ryan Turley**

**DATE: January 29<sup>th</sup>, 2021**

**RE: LIQUOR LICENSE APPLICATION – SERIES 9 - FOR “Mobil”.**

---

On January 29th, I initiated an investigation into an application for Series 9 (Liquor Store) license application filed by Michelle Gregory (Agent / Owner), Curtis Gregory (Controlling Person) and David Henry (Controlling Person). The application # is 130769, and it is for the Mobil located at 2484 E. Butler Ave. It is an owner transfer application.

I conducted a query through local systems and public access on Michelle, Curtis and David. I found no derogatory records for them.

I found no current or historic liquor violations for applicant within the last 10 years. There is no school or church within 300 feet of the building. I was provided documentation that shows all three applicants have taken a liquor law training course within the past three years.

I spoke to Michelle about this application. She confirmed that she would attend the council meeting on February 16th, 2021. The business is a gas station / convenience store which is open 24 hours a day, 7 days a week.



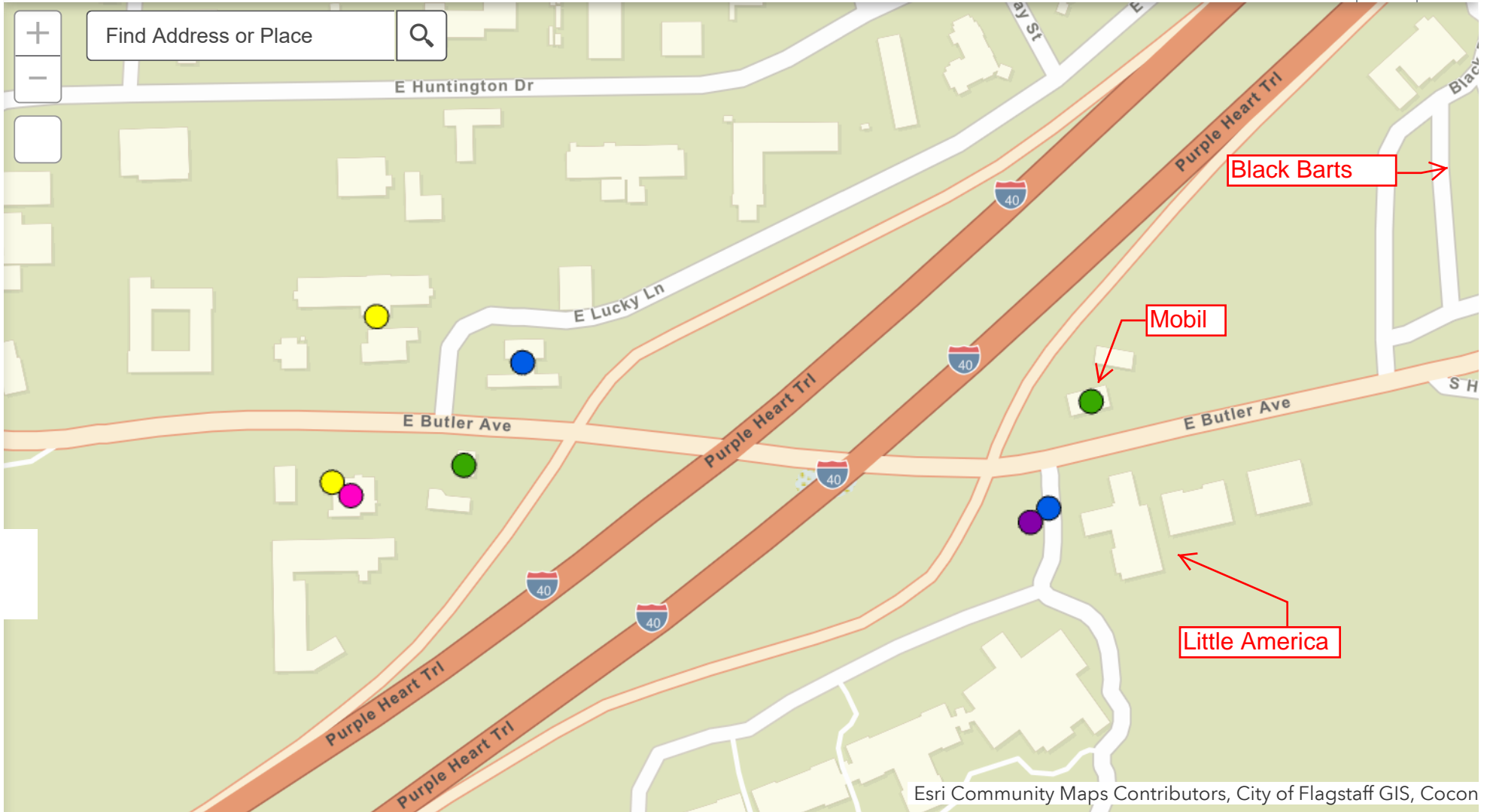
## Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk  
From: Reggie Eccleston, Code Compliance Manager  
CC: Tiffany Antol, Planning Director  
Date: Jan. 28, 2021  
Re: Application for Liquor License #130769  
2484 E. Butler Ave., Flagstaff, Arizona 86004  
Assessor's Parcel Number 106-04-011  
Michelle Gregory on behalf of Mobil

---

This application is a request for a new Series 09 Liquor Store liquor license by Michelle Gregory on behalf of Mobil. This business is located within the Highway Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Fobar, Deputy City Clerk  
**Date:** 02/11/2021  
**Meeting Date:** 02/16/2021



---

**TITLE:**

**Consideration and Action on Liquor License Application:** Devangkumar G. Patel "Mountain Spirits Co.," 1490 S. Riordan Ranch Street, Series 09 (liquor store - all spirituous liquor), New Application.

**STAFF RECOMMENDED ACTION:**

Hold the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

**Executive Summary:**

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. Series 09 licenses are a quota licenses and must be obtained through the person/location transfer of an existing license from another business or through the Arizona Liquor License Lottery.

Mountain Spirits Co. is a new business in Flagstaff. If approved, it will be the 33rd active series 09 liquor license in Flagstaff. To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

**Financial Impact:**

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

**Policy Impact:**

Not applicable.

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

Liquor licenses are a regulatory action and there are no Community Priorities that directly apply.

**Has There Been Previous Council Decision on This:**

Not applicable.

**Key Considerations:**

Because the application is for a new application, consideration may be given to the location and personal qualifications of the applicant.

The deadline for issuing a recommendation on this application is February 24, 2021.

**Community Benefits and Considerations:**

This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

**Community Involvement:**

The application was properly posted on January 27, 2021. No written protests have been received to date.

---

**Attachments:**    [Letter to Applicant](#)  
                          [Hearing Procedures](#)  
                          [Series 09 Description](#)  
                          [PD Memo](#)  
                          [Zoning Memo](#)  
                          [Map](#)



# City of Flagstaff

OFFICE OF THE CITY CLERK

2/2/2021

Devangkumar G. Patel  
222 S. Milton Road  
Flagstaff, AZ 86001

Dear Mr. Patel:

Your application for a new Series 9 Liquor License for Mountain Spirits Co located at 1490 S. Riordan Ranch Street, Flagstaff, AZ was posted on January 27, 2021. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, February 16, 2021 which is currently scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference (Microsoft Teams Meeting) and be prepared to answer any questions that the City Council may have. The instructions on how to join the online meeting will be emailed to you prior to the hearing. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on February 16, 2021 and the application may be removed from the premises at that time.

There is an \$815 application fee which needs to be received prior to the hearing date. Payment can be made online at <https://www.flagstaff.az.gov/2452/E--Services> under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077 or 928-220-5995.

Sincerely,

*Stacy M. Fobar*

Stacy M. Fobar  
Deputy City Clerk

Enclosures



# City of Flagstaff

## Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

## **R19-1-702. Determining Whether to Grant a License for a Certain Location**

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
  2. Number and types of licenses within one mile of the proposed premises;
  3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
  4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
  5. Residential and commercial population density within one mile of the proposed premises;
  6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
  7. Effect on vehicular traffic within one mile of the proposed premises;
  8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
  9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
  10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
  11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
  12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

## License Types: Series 09 Liquor Store License (All spirituous liquors)

Transferable (From person to person and/or location to location within the same county only)

Off-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

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### PURPOSE:

Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

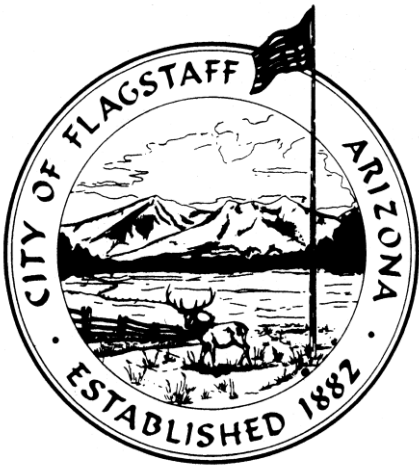
### ADDITIONAL RIGHTS AND RESPONSIBILITIES:

A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.



# FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646

ADMIN FAX (928)213-3372

TDD 1-800-842-4681



Chief of Police  
Dan Musselman

## MEMORANDUM

**Memo #21-011**

**TO: Chief Dan Musselman**

**FROM: Sgt. Ryan Turley**

**DATE: January 29<sup>th</sup>, 2021**

**RE: LIQUOR LICENSE APPLICATION – SERIES 9 - for “Mountain Spirits”.**

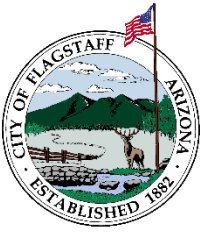
---

On January 29th, I initiated an investigation into an application for Series 9 (Liquor Store) license application filed by Devangkumar Patel (Controlling person and Agent). The application # is 131801, and it is for Mountain Spirits located at 1490 S. Riordan Ranch St. It is a new application.

I conducted a query through local systems and public access Devangkumar. I found no derogatory records for him. I found that Devangkumar currently has an additional liquor license for a VP Flagstaff Mall. This license did not have any current or historical violations.

There is no school or church within 300 feet of the building.

I spoke to Devangkumar about this application. He confirmed that he would attend the council meeting on February 16th, 2021. The business hours would be 8am to midnight Monday through Sunday.



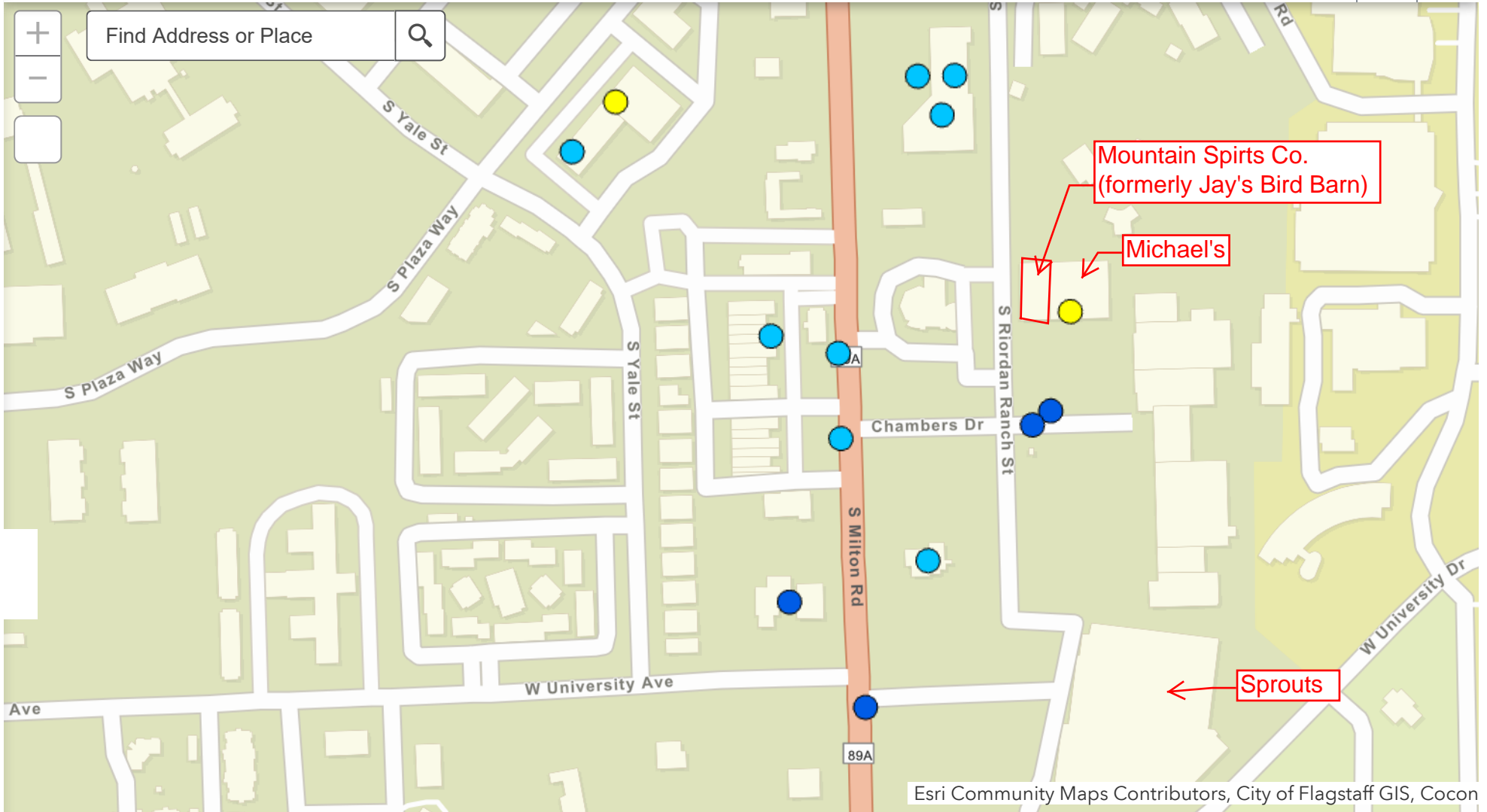
## Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk  
From: Reggie Eccleston, Code Compliance Manager  
CC: Tiffany Antol, Planning Director  
Date: Jan. 28, 2021  
Re: Application for Liquor License #131801  
1490 S. Riordan Ranch St., Flagstaff, Arizona 86001  
Assessor's Parcel Number 103-19-001W  
Devankumar Patel on behalf of Mountain Spirits Co.

---

This application is a request for a new Series 09 Liquor Store liquor license by Devankumar Patel on behalf of Mountain Spirits Co. This business is located within the Community Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Allison Hughes, Support Services Supervisor  
**Date:** 02/11/2021  
**Meeting Date:** 02/16/2021



---

**TITLE:**

**Consideration and Approval of Purchase:** The purchase of four (4) 2021 Ford Police Interceptor Utility Hybrid vehicles, in the amount of \$152,108.55 from San Tan Ford.

**STAFF RECOMMENDED ACTION:**

1. Approve the contract with San Tan Ford for the purchase of four (4) 2021 Ford Police Interceptor Utility Hybrid vehicles, a total cost of \$152,108.55 (includes all applicable taxes and fees).
2. Authorize the City Manager to execute the necessary documents.

**Executive Summary:**

The City of Flagstaff Police Department seeks to purchase four (4) police vehicles. This purchase is needed to maintain a healthy and functional police fleet, as well as help the City meet its Climate Action Adaptation Plan. The acquisition of these four (4) vehicles has been approved by the Fleet Management Committee as well as the Budget Committee. In December 2020, the City held a formal solicitation of Bid #2021-58 in which local and state vendors applied to this competitive solicitation. The City followed all State and the City procurement codes and rules.

**Financial Impact:**

The Police Department received \$156,000.00 from the Fleet Management Committee for FY 2020-2021, to purchase the four (4) vehicles; these monies are currently in the Rolling Stock account (001-04-061-0221-2-4401). With the purchase of these four (4) vehicles, four (4) older, non-hybrid vehicles will be rotated out of the police fleet and be listed for auction.

**Policy Impact:**

There is no known or projected impact to policy regarding this matter.

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

**Priority Based Budget Key Community Priorities and Objectives**

Council Goals-

Personnel: Attract and Retain Quality Staff

Transportation and Other Public Infrastructure: Replace Aging Infrastructure

City of Flagstaff Climate Action Adaptation Plan: Reduce emissions, increase the number of alternative fuel vehicles in the City fleet and reduce the City of Flagstaff's carbon footprint.

## **Regional Plan**

Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

## **Strategic Plan**

Provide Exceptional Service: Provide employees with tools, training, and support.

Invest in Our People: Ensure effective resources for employees.

## **Has There Been Previous Council Decision on This:**

None.

## **Options and Alternatives:**

1) Approve the contract award to San Tan Ford for the purchase of four (4) 2021 Ford Police Interceptor Hybrid Utility vehicles in the amount of \$152,108.55; or

2) Approve the contract award to San Tan Ford for the purchase of a fewer number of 2021 Ford Police Interceptor Hybrid Utility vehicles; or

2) Not approve the purchase of the Police Interceptor Hybrid Utility vehicles.

## **Background/History:**

All four of these Emergency Response police vehicles are for the Police Department (Patrol), and all are replacement vehicles. . All vehicles being presented to the City Council for purchase have been reviewed, evaluated and approved by the Fleet Management Committee, which is comprised of the Fleet Superintendent, line workers, and supervisors throughout our organization. During the review/replacement process, the Fleet Superintendent along with his staff first evaluates the vehicles proposed for replacement. In performing their evaluation, they review fiscal year-to-date as well as life-to-date maintenance costs to determine if the vehicle or equipment has had any recent major component overhaul or replacement. If the existing units are mechanically sound and the body is in fairly good condition, the unit is usually recommended for retention for another year. If a unit has incurred a significant number of expenditures and is likely to experience major component failures, the unit will be recommended for replacement by the Fleet Superintendent and forwarded to the City Fleet Management Committee for replacement consideration.

The Ford Police Interceptor Utility Hybrid vehicles allows for more versatility and provide more space and room for the officer and the amount of equipment needed to perform their daily work duties. The Police Department will purchase all new equipment (lights, partitions, radio consoles, etc.) in order to have a complete patrol vehicle. The Police Department will continue to find cost effective solutions to build patrol vehicles which are safe, reliable and allow the officers to properly conduct their job duties.

An "Invitation For Bid" (IFB #2021-58) was posted to the City's online bid system (Planet Bids). The Invitation For Bid was for the purchase of four (4) 2021 Ford Police Interceptor Hybrid Utility Vehicles. There were four (4) bids received, they were: (1) San Tan Ford, (2) PFVT Motors, (3) Tom Jones, and (4) Babbitt Ford.

San Tan Ford was determined to be the lowest responsible respondent with a total bid of \$152,108.55 (\$38,027.14 per vehicle) which includes all applicable taxes and fees.

The term of the contract is for one (1) year from the date of the contract with an allowance for additional purchases of the Ford Police Interceptor Utility Vehicles, if needed, within that time frame.

A formal procurement was opened on PlanetBids December 2, 2020 and closed December 26, 2020 and published in the Arizona Daily Sun December 13 and 20, 2020. This was an Invitation for Bids (IFB) resulting in four submitted bids, three were determined to be responsible responsive bids, and one bidder withdrew their bid. The intended choice to award is to San Tan Partners, An Arizona Limited Liability Corporation. The following are the responsible bids that were received as a result of this formal solicitation:

- San Tan Auto Partners = \$152,108.55
- PFVT Motors, LLC = \$155,463.48
- Tom Jones For LLLP = \$155,890.71
- Babbitt Ford = Vendor withdrew their bid

### **Key Considerations:**

In addition to lead time from the factory, vehicles take another four (4) to six (6) weeks per unit to be built into a functional patrol vehicle.

The purchase being recommended have been reviewed and approved by both the Fleet Management Committee and Budget Committee. Approval of these purchases will help ensure a functional patrol fleet and continue to move towards the City Climate Action Adaptation Plan goals.

### **Expanded Financial Considerations:**

None

### **Community Benefits and Considerations:**

Sustaining a reliable police fleet helps minimize vehicle downtime, effectively maximizing the number of police vehicles available for use, which may result in faster response times and an elevated level of service to our citizens. Moving to the hybrid platform will also help reduce fuel consumption and reduce our community's carbon footprint.

### **Community Involvement:**

Inform

### **Expanded Options and Alternatives:**

The Flagstaff Police Department had been using the Ford Interceptor Taurus Sedans (no longer in production) but made an informed decision to move to the utility vehicle platform in 2015 for a multitude of reasons (see below). Nationwide, you will see the same trend from other police agencies. Flagstaff strives to be on the leading edge of technology by moving to the Interceptor Hybrid Utility platform; we recognize the value of the hybrid vehicles and are committed to providing our employees with top-performing technology and meeting the goals of our City Council, including the recently adopted Climate Adaptation Plan.

Since our transition to the utility platform in 2015, we have been very pleased with its safety, performance and comfort afforded to the officers, who spend the majority of their 10 plus hour day in a vehicle. We anticipate a smooth transition to the Interceptor Hybrid Utility and feel this will strike an ideal balance of safety, performance, comfort and an eco-conscious approach to fleet management.

### **DESIGN:**

\*The Interceptor Utility offers increased clearance for more safely traversing high water and rough roads.

\*All-wheel drive assures timely response in inclement weather and low-traction driving conditions.

\*The Interceptor Hybrid Utility is equipped with stability control, which assists in weight distribution when turning.

\*The Interceptor Hybrid Utility has more cargo space than a sedan (evacuation of children, people and animals) and is capable of hauling up to 880 pounds of cargo.

\*The Interceptor Hybrid Utility comes with a backup camera, backup alarms, and blind spot monitoring.

\*The elevated viewing position of the Interceptor Hybrid utility assists the officer in seeing over cars at stop signs and when approaching intersections; officers don't need to enter as far into an intersection to ensure all vehicles are stopped before proceeding, which is particularly important when responding to an emergency call.

#### ERGONOMICS:

\*Approximately 50% of patrol officers are 6'0" or taller, the Interceptor Hybrid Utility affords an easier ingress and egress to the driver's seat.

#### VISIBILITY:

\*The Interceptor Hybrid Utility can have red/ blue lights placed under the lift gate, so when the rear cargo area is accessed, those lights help keep the rear of the utility illuminated (as the light bar atop the vehicle is often obstructed when the rear hatch is up).

#### TACTICS:

\*The Interceptor Utility has a higher profile and larger body, which provides additional cover/ concealment for officers during armed confrontations or in rescue situations.

#### CRASHES:

\*The Interceptor Hybrid Utility is the only vehicle, worldwide, engineered to meet the 75 mph rear end crash test; beyond that, the side protection and cabin enhancement architecture, in conjunction with structural reinforcement, work to protect all occupants.

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**Attachments:**     [Contract with San Tan](#)

**CONTRACT FOR MATERIALS  
FOR THE CITY OF FLAGSTAFF**  
Contract No. 2021-58

This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and San Tan Auto Partners, an Arizona limited liability company (d.b.a. San Tan Ford, ("Contractor")).

WHEREAS, the City desires to receive, and Contractor is able to provide materials;

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Scope of Work: Contractor shall provide the materials generally described as follows:

**FOUR (4) FORD POLICE INTERCEPTOR UTILITY HYBRID VEHICLES**

and as more specifically described in the Scope of Work attached hereto as Exhibit A.

2. Compensation: The Contractor shall be compensated **one hundred fifty-two thousand one hundred eight dollars and fifty-five cents (\$152,108.55)** for work performed under the Bid schedule, work performed under purchase order section identified in the Scope of Work attached hereto as Exhibit A. Payment shall be compensation in full for all terms necessary to provide a complete project with respect to each Bid item, purchase order, or amendment to the project as bid schedule attached as Exhibit A. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the annual Contract price is less than \$50,000; otherwise City Council approval is required.
3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. Contract Term: Scope of Work to be completed within a one year.
5. Extension or Renewal: This Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
6. Extension or Renewal for Procurement: The City may unilaterally extend or renew this Contract for up to four additional ninety-day terms to allow for procurement processes upon the completion of the term of the Contract. The City Manager or his designee (the Purchasing Director) shall have authority to approve extension on behalf of the City.
7. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Emily Markel  
Senior Procurement Specialist  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[emarkel@flagstaffaz.gov](mailto:emarkel@flagstaffaz.gov)

To Contractor:

Joe Sanchez  
Government Fleet Account Manager  
San Tan Auto Partners  
1429 E. Motorplex Loop  
Gilbert, AZ 85297  
[JoeSanchez@santanford.com](mailto:JoeSanchez@santanford.com)

With a copy to:

Allison Hughes  
Flagstaff Police Department  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, Arizona 86001  
[ahughes@coconino.az.gov](mailto:ahughes@coconino.az.gov)

With a copy to:

8. Authority: Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

\_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

\_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

## **EXHIBIT A**

### **Four (4) Ford Police Interceptor Utility Hybrid Vehicles**

**MATERIALS:** The City seeks to purchase from Contractor:

A. Four (4) Ford Police Interceptor Utility Hybrid Vehicles.

B. The vehicles must include the following components:

KBA - Standard Hybrid Engine

43D - Dark Car Feature

51 P - Spot Lamp Prep Kit (Driver Only)

55B - Blind Spot Monitoring

55F - Remote Keyless Entry (4 keys)

76R - Reverse Sensing System

Interior Color: Agate Black

Exterior Color: Agate Black

**SCHEDULE:** No schedule at this time.

**SPECIAL TERMS AND CONDITIONS:** Reserved.

**SPECIFICATIONS:** Reserved.

**COMPENSATION:** As approved by the parties in the Contract.

**Prepared for: Emily Markel, Senior Procurement Specialist, City of Flagstaff**

211 W Aspen Ave  
Flagstaff, AZ 86001  
Office: 928-213-2206  
Email: emarkel@flagstaffaz.gov  
End User FIN Code: QA570

Ship to:  
Emily Markel, City of Flagstaff  
211 W Aspen Ave,  
Flagstaff, AZ, 86001

---

**2021 Police Interceptor Utility AWD Base (K8A)**

Price Level: 120

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**Client Proposal**

Prepared by:  
Joe Sanchez  
Office: 480-621-3741  
Email: joesanchez@santanford.com  
Quote ID: 2021-58  
Date: 12/23/2020



**Prepared for: Emily Markel**

Senior Procurement Specialist, City of Flagstaff

Prepared by: Joe Sanchez

12/23/2020

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410



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**2021 Police Interceptor Utility AWD Base (K8A)**

Price Level: 120 | Quote ID: 2021-58

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**Emily Markel, Senior Procurement Specialist,  
City of Flagstaff**  
211 W Aspen Ave  
Flagstaff, AZ 86001  
Office: 928-213-2206  
Email: [emarkel@flagstaffaz.gov](mailto:emarkel@flagstaffaz.gov)  
End User FIN Code: QA570

**Ship to:**  
Emily Markel, City of Flagstaff  
211 W Aspen Ave,  
Flagstaff, AZ, 86001

Re: Quote ID 2021-58 12/23/2020

---

Dear Emily,

Thank you for the opportunity to bid on your FOUR (4) new 2021 Ford Police Interceptor Utility Hybrid vehicles. San Tan Ford has been on the State of Arizona vehicle contract for the past 10 years, and we look forward to the possibility to work with your municipality as well. We have over 40 years of combined experience with working with government agencies throughout the great state! Please feel free to contact me with any questions that you might have.

Thank you again for the opportunity!

**Joe Sanchez**  
Government Fleet Account Manager  
480-621-3741  
[joesanchez@santanford.com](mailto:joesanchez@santanford.com)

CITY OF FLAGSTAFF  
**Four (4) Ford Police Interceptor Utility Hybrid Vehicles**  
BID NUMBER 2021-58

**BID FORM**

---

PLEASE SEE THE SCOPE OF WORK ATTACHED TO THE CONTRACT AS *EXHIBIT A*, AND MAP AND SPECIFICATIONS ATTACHED TO THE SCOPE OF WORK AS *ATTACHMENT 1*, FOR REQUIRED SERVICES. ENTER THE SERVICE CHARGES/BID AMOUNTS FOR THE FOLLOWING AREAS AND ALL SERVICES SPECIFIED IN THIS SOLICITATION

**RATE FOR 4 VEHICLES**

<b><u>MATERIALS</u></b>	<b><u>COST FOR VEHICLES</u></b>
Four (4) Ford Police Interceptor Utility Hybrid Vehicles	\$ <u>152,108.55</u>

(All charges must be included; no extra charges will be considered at a later date. Miscellaneous charges will be considered in determining the low Bid)

  
\_\_\_\_\_  
Signature of Person Authorized to Sign Bid

Joe Sanchez  
\_\_\_\_\_  
Printed Name

Government Fleet Account Manager  
\_\_\_\_\_  
Title

12/23/2020  
\_\_\_\_\_  
Date

### CONTRACTOR QUESTIONNAIRE (FORM)

**Contractor:**

Company Name: San Tan Auto Partners

Doing Business As (if different than above): San Tan Ford

Address: 1429 E. Motorplex Loop

City: Gilbert State: AZ Zip: 85297

Phone: 480-621-3741 Fax: 480-621-3796

E-Mail Address: joesanchez@santanford.com Website: www.santanford.com

Taxpayer Identification Number: 20-3289308

Mailing Address (if different than above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

**Contractor Contact for Questions about Proposal:**

Name: Joe Sanchez Fax: 480-621-3796

Phone: 602-826-9494 E-Mail Address: joesanchez@santanford.com

**Transaction Privilege (Sales)Tax/Use Tax Information (check one):**

Contractor is located outside Arizona (The City will pay use tax directly to the AZ Dept of Revenue)

OR

Contractor is located in Arizona (The Contractor must invoice the applicable state and local tax to City, and remit taxes.)

Arizona Department of Revenue TPT License Number: 20-155512  
(Attach proof of registration)

**Business License Information (check one):**

Contractor does not have a business location within the City of Flagstaff

CITY OF FLAGSTAFF PURCHASING DIVISION  
211 WEST ASPEN AVE.  
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2021-58  
Senior Procurement Specialist: Emily Markel  
PH: (928) 213-2276

OR

\_\_\_\_\_ Contractor has a business location (uses a building) within the City of Flagstaff

Flagstaff TPT/Business License Number: \_\_\_\_\_

**Other Licenses (list any existing licenses you have required for work, e.g. Arizona Registrar of Contractor licenses, and attach copies):**

### EXCEPTIONS (FORM)

Notations. Any strikeouts, notes or modifications to the Solicitation documents shall be initialed in ink by the authorized person who signs the Proposal. If notations are made, they must be submitted with your Proposal and are considered Exceptions.

Exceptions: In addition to any notations on the Solicitation documents, please identify and list any exceptions to the Solicitation, by section/paragraph, on this Exceptions Form. The City reserves the right to reject, accept or further negotiate Exceptions. Exceptions may render the Proposal non-responsive.

Exceptions to Form of Contract: You may request changes to the form of contract (including any Standard or Special Terms and Conditions) on the Exceptions Form. You may also submit your own form of contract. The City will consider these in the same manner as any other exceptions.

You must indicate any and all exceptions taken to the requirements, specifications, and/or terms and conditions of this Solicitation, including the contract.

**Exceptions (INITIAL ONE):**



No exceptions

\_\_\_\_\_

Exceptions taken (describe). Attach additional pages if needed.

### CONFIDENTIAL MATERIALS (FORM)

If you believe part of your Proposal is confidential, mark the page(s) "CONFIDENTIAL" and isolate the pages as an attachment to this form. Also include an explanation why they are confidential.

Requests to deem the entire Proposal as confidential will not be considered.

If you want confidential information returned to you after contract award (and you are not selected for contract award), then note this below. You will be responsible for pick up.

Generally, information submitted in response to a Solicitation is subject to disclosure pursuant to the Arizona Public Records Law after contract award.

The information identified as confidential shall not be disclosed until the City makes a written determination whether the information may be treated as confidential. If the City determines it is necessary to disclose the information, the City will inform you in writing.

#### **Confidential/Proprietary Materials (INITIAL ONE):**



No confidential/proprietary materials have been included with this Proposal

\_\_\_\_\_ Confidential/Proprietary materials are included in this Proposal. See attached.

### COOPERATIVE PURCHASES (FORM)

The City of Flagstaff is a member of Flagstaff Alliance for the Second Century, along with the Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. The City is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies. Cooperative purchasing arrangements such as the above are sanctioned by state law and allow a Contractor to sell services and materials to any member of a cooperative group under the same pricing, terms and conditions of contract awarded to the Contractor by any other member, following a competitive procurement process.

Is your company willing to offer the goods and services solicited under the terms and conditions of this solicitation to other members of the Flagstaff Alliance for the Second Century and S.A.V.E. under the same pricing, terms and conditions?

EM Yes      \_\_\_\_\_ No      (INITIAL ONE)

If you answered No, that is acceptable. The City will not reject your Proposal or consider it to be non-responsive. If you answered Yes, and a contract is approved, others may seek to do business with you under the same terms and conditions, subject to your approval.

### DISCLOSURE (FORM)


For any item checked YES, you must provide information. Answering YES to one or more questions does not necessarily mean you will be disqualified from this Solicitation. **FAILURE TO PROVIDE TRUE AND COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM THIS SOLICITATION.**

1. Has your company or any affiliate\* in the past 5 years: (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than \$100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), or (iv) been found in contempt of court, as a result of or in connection with any of the following:
  - a. Any offense relating to integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, price fixing, proposal rigging, restraint of trade or other antitrust law violation? YES \_\_\_\_\_ NO X
  - b. Violation of the terms of any public contract? YES \_\_\_\_\_ NO X
  - c. Failure to pay any uncontested debt to a government agency? YES \_\_\_\_\_ NO X
  - d. Violation of any law or regulation pertaining to the protection of public health or the environment? YES \_\_\_\_\_ NO X

\*An "affiliate" of your company means any person, company or other entity that, either directly or indirectly (for example, through stock ownership by family members), controls, is controlled by, or is under common control with, your company.

2. Has your company or any affiliate in the past 5 years been named as a party in any lawsuit related to performance of a contract (you do not need to list subcontractor lien claims which have been fully paid/satisfied)?  
YES \_\_\_\_\_ NO X
3. Has your company or any affiliate of your company in the past 5 years been debarred or suspended from submitting proposals on public contracts?  
YES \_\_\_\_\_ NO X

I hereby verify that the foregoing information, and any explanation attached are to the best of my knowledge, true and complete.

  
\_\_\_\_\_  
Signature of Person Authorized to Sign Proposal

### DECLARATION RELATED TO SOLVENCY (FORM)

Is your Contractor currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or has a trustee or receiver been appointed over all or a substantial portion of the property of your Contractor under federal bankruptcy law or any state insolvency law?

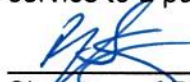
\_\_\_\_ Yes

 No

(INITIAL ONE)

### DECLARATION RELATED TO GRATUITIES (FORM)

I hereby verify and declare that, to the best of my knowledge, neither the Contractor nor anyone associated with the Contractor has given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Proposal ("Gratuities").

  
\_\_\_\_\_  
Signature of Person Authorized to Sign Proposal

### DECLARATION OF NON-COLLUSION (FORM)

I hereby verify and declare that:


The pricing for this Proposal has been arrived at independently and without consultation, communication or agreement with any other Contractor who may submit an Proposal.

The pricing for this Proposal has not been disclosed to any other Contractor who may submit a Proposal, and will not be, prior to the Closing Date and Time.

No attempt has been made or will be made to induce any Contractor or person to refrain from submitting a Proposal, or to submit a Proposal with higher pricing than this Proposal, or to submit an intentionally high or noncompetitive Proposal or other form of complementary Proposal.

This Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Contractor or person to submit a complementary or other noncompetitive bid.

Contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

  
\_\_\_\_\_

## EXHIBIT B

### CITY OF FLAGSTAFF STANDARD TERMS AND CONDITIONS

#### IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.
2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.
3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.
4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

#### MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.
10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B.

Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.
14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

## **PAYMENT**

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
19. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as

part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

20. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
21. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.
22. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.
23. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.
24. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

## **SERVICES**

25. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
26. **CONTROL:** Contractor shall be responsible for the control of the work.
27. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
28. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
29. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
30. **ACCEPTANCE:** If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
31. **WARRANTY:** Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

## **INSPECTION, RECORDS, ADMINISTRATION**

32. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.
33. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
34. **PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as “confidential”, the City will endeavor to notify Contractor prior to release of such information.
35. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

## **INDEMNIFICATION, INSURANCE**

36. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.
37. **INSURANCE:** Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.
38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

## **CONTRACT CHANGES**

39. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.

40. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.
41. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.
42. **SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.
43. **NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
44. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.
45. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

#### **EMPLOYEES AND SUBCONTRACTORS**

46. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
47. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02 Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.
48. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.
49. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the

Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

## **DEFAULT AND TERMINATION**

- 50. TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.
- 51. CITY REMEDIES:** In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
- 52. CONTRACTOR REMEDIES:** In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.
- 53. SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- 54. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 55. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.
- 56. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice

thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. **PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
58. **CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.
59. **CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

#### **MISCELLANEOUS**

60. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.
61. **NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. Notice may be sent by email as a secondary form of notice.
62. **THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
63. **GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.
64. **FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
65. **ATTORNEYS FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys fees, costs, professional fees and expenses.
66. **FORCE MAJUERE:** There may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

There will be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the events described above, and the City will pay no additional costs incurred as a result of such events.

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

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Paul Santana, IT Manager  
**Co-Submitter:** CJ Perry  
**Date:** 02/11/2021  
**Meeting Date:** 02/16/2021



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**TITLE:**

**Consideration and Approval of Contract:** Contract with Corporate Technology Solutions (CTS) for the purchase of audio & video equipment, for the purpose of adding remote meeting technologies and enhancing select City Hall conference rooms in an amount not to exceed \$130,000.

**STAFF RECOMMENDED ACTION:**

1. Approve the agreement with Corporate Technology Solutions (CTS) to provide audio and video upgrades to Council Chambers, Council Conference Room and Staff Conference Room, in the amount not to exceed \$130,000; and
2. Authorize the City Manager to execute all necessary documents.

**Executive Summary:**

Staff is requesting approval of the contract with Corporate Technology Solutions (CTS). The contract is to perform complete audio and video upgrades in Council Chambers, Council Conference Room, and Staff Conference Rooms, which will add necessary video conferencing capabilities, as well as significantly improve the audio and video quality in these rooms.

CTS will provide all the necessary equipment, custom room control programming, installation, and equipment training services. This upgrade will provide long-overdue digital audio and video (A/V) technology enhancements, greatly improving the quality of meetings in these spaces. It will also address A/V concerns many citizens have expressed while attending Council Meetings in Chambers.

The attached quotes outline the expenditures for the work to be performed, with the goal of beginning room upgrades as soon as possible, so that we can take advantage of the currently unoccupied spaces, in preparation for future in-person meetings.

**Financial Impact:**

Please reference the attached CTS quote 19357-Av Rev 3 for Council Chambers upgrades, and CTS quote 20499-AV-Rev 2 which includes Council CR (Large Conference Rooms with Control, DSP, Mics, and Speakers), and CR-Staff upgrades.

The funding is Budget Team approved as of 2/3/2021 in the General Fund, Non-Departmental Division budget of \$100,500 with the balance being funded by General Fund, Management Services Division, not to exceed \$130,000.

**Policy Impact:**

None.

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

**Priority Based Budget Key Community Priorities and Objectives**

**Provide Exceptional Service:** Provide employees and elected officials tools, training, and support.

**High Performing Governance:** Encourage public trust through improved transparency, accessibility, and use of the City's public participation policy.

**Sustainable, Innovative Infrastructure:** Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

**Climate Action and Adaptation Plan**

Reduce vehicle emissions by enhancing remote work capabilities, and remote meeting attendance.

**Has There Been Previous Council Decision on This:**

No.

**Background/History:**

For the past several years, there have been significant audio and video issues within Council Chambers. Much of the equipment is over twenty years old and the audio system is still analog, so we have not been able to take advantage of what a digital sound system has to offer by way of control and clarity. The video system projectors and screens are also nearly twenty years old and lack the clarity digital displays have to offer. Due to COVID-19 in-person restrictions, we are relying more and more on virtual meeting solutions, and this upgrade will allow the inclusion of virtual meetings into the physical meeting process, in a streamlined and efficient manner, while adding multiple new features that will enhance all public meetings.

Due to the proprietary software programming and continuity of knowledge of the systems, warranty, and consistency with single point servicing, Purchasing has approved this procurement as a sole source. Sole source justification form attached.

**Community Benefits and Considerations:**

Upgrading the audio and video equipment in Council Chambers will directly benefit citizens in attendance, by addressing multiple reports of poor audio and video quality during Council and Commission meetings.

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**Attachments:**     Council Chambers Quote Rev 3  
                          Conference Room A/V Quotes  
                          Sole Source Approval



"A Corporate Technology Solutions Company"

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TUCSON

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**PROJECT NAME**

***City of Flagstaff***  
***Council Chambers Audio Visual System Quote***  
***(Revision #3 01/19/21)***



***Paul Santana***

**Scope of Work and Proposal**

Due Date:  
1/19/2021

***Respectfully Submitted By:***  
***Kevin Livingston***  
***(480) 377 - 0225 Ext:237***  
***(602) 397-0505 Cell***

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Corporate Office  
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[www.ctscabbling.com](http://www.ctscabbling.com)

Access Control • Audio/Visual • CCTV • DAS • Fiber Optics • Fire Alarm • Intercom • Nurse Call • Security • Structured Cabling • WiFi

**SCOPE OF WORK**

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**Audio System Scope:**

CTS will provide and install a new Audio System for the Council Chambers using a Shure Discussion System with Biamp Digital Sound Processor and Crestron Control System. CTS will remove the existing audio components from Council Chambers, with the exception of the existing speakers and cabling. CTS will also remove the existing Presenter Timing System.

**Audio:**

CTS will install a Biamp TesiraForte DSP digital sound processor in the existing Audio Rack. All microphone inputs and the audio inputs from the Room PC and Presenters PC will be connected to the DSP's inputs as well as the inputs from the conference room. The DSP will be configured to provide (6) separate Audio outputs (Main Room Audio, Dais Discussion Speakers, Conference Room, PC Video Conferencing Audio, Streaming Service Audio and VOIP Transmit Level). The DSP will be provisioned for auto echo canceling mixing so the video conferencing and VOIP calls will not have echoes or feedback from either the far end or the near end. CTS will also provision the DSP for multiple EQ'ing of the mics, inputs and outputs to provide optimal audio levels throughout the audio system and streaming outputs. From the DSP, CTS will install a new Electro-Voice 4 Channel Audio Amplifier replacing the two existing Crest amps to drive the Council Chambers Speakers and the Speakers in the Conference Room.

AT the Dais, CTS will install (16) Shure Discussion Unit Bases / Microphones with Speaker and Speak/Mute Buttons to be installed around the Dais and the Presenters Table as well as the City Clerk Station. Each unit will have a 20" Microphone with LED Indicator of the mute status.

**Control:**

CTS will install a Crestron Control System that will control the Audio System and allow the volume level adjustments of the Microphones, Inputs and the Volume levels of the room. AT the City Clerk Station, CTS will provide (1) Crestron 15" Touchscreen with Custom programming. This Touchscreen will have control of the audio levels and have control of the Presenters Timer System. This touchscreen will also be the VOIP system interface for making and receiving phone calls.

CTS will install on the Table of the Conference Room (1) 7" Touch Screen that will control the conference room TV and Room Audio Levels.

**Timing System:**

CTS will program the Crestron Control System to perform the Timing System function replacing the old system at the City Clerks Location. New System will be controlled through the City Clerks new Crestron 15" Touchscreen. Timer functions will be to set speaker timer deration, start and stop and reset. On the Clerks Touch screen there will be buttons for each of these functions with a readout of the current timer state along with the count down timer and led indicators of the yellow 1-minute wrap up light.

In front of the Mayor's seat CTS will remove the existing LED lights and replace it with a 22" Monitor. This screen will be programmed as a display of the timer status and will show the presenters speaking timer count down along with the Wrap up indicators and Time and Date. When Not in use as a timer display it will show Flagstaff Seal and Time and Date. At the Presenters Table, CTS will install another 22' display mirroring timing system and will be installed on the face by the Presenter's location were the Council members can see as they look at the presenters table.

**VOIP Telephone:**

CTS will provide programming labor to integrate the DSP and Control System into the Cisco VOIP system allowing the Touchscreen to be used to dial calls and the DSP to be used as the for the VOIP SIP Phone so the room microphones and speakers can be used for conference calls in addition to web conferencing.

**Video Conferencing:**

The room already has this functionality so CTS will just be connecting the audio to and from the PC / Codec to have the audio integrated into the new system.

**Streaming:**

The room already Streaming functionality so CTS will provide a dedicated line level out to the Streaming Codec.

**Training:**

CTS will provide up to 6 hours of onsite system training at the completion of the installation. CTS will also be present for the 1<sup>st</sup> Council Meeting after the installation to insure everything runs smooth and that the Council Members and Clerk are comfortable with the new system.

**Optional Services:**

Replace Video System Projectors and Switching:

CTS will provide (2) New 82"-86" Consumer Grade Displays with RS232 control capabilities in place of the existing projection screens. CTS will also install (2) 65" Displays for the audience viewing. The two 65's will be installed on tilting pole mounts hanging from the beam structure above the audience.

At the Presenters Table CTS will install new (1) New Crestron 4X2 HDMI Switcher with an 1X4 Distributions amp that will feed HDBT Transmitters that will send signals from the Presenters Table up to the new Displays where CTS will install HDBT Receivers.

CTS will program control and switching functions into the Creston Control System and provide additional programming for the City Clerk location Touchscreen for the control of the Video System.

Add Crestron Flex with MS Teams Integrator Kit to the room

\*Please see bottom for complete list of materials

**Assumptions**

- Existing 120 Volt Power Outlets will be utilized for new AV System
- Existing Pathway between the TV and the Table will be reutilized for new cabling.
- COF IT will provide IP addresses and configuration for system to communicate on.
- COF IT will provide local PoE Network Switch for system to connect to.

**Exclusions**

- 120V Power Outlets and Conduits
- Painting and Patching or Drywall Repairs

**MAIN AUDIO SYSTEM  
PRICING SCHEDULE**

Materials	32,595.00
Labor	11,793.00
S & H	652.00
Sub Total	45,040.00
Tax Rate	9.180%
Material Tax	3052.07
Labor Tax	0.00
Travel	955.00
<b>Total</b>	<b>49,047.07</b>

**VIDEO SYSTEM & FLEX MTR  
PRICING SCHEDULE**

Materials	21,622.00
Labor	6,384.00
S & H	433.00
Sub Total	28,439.00
Tax Rate	9.180%
Material Tax	2024.65
Labor Tax	0.00
Travel	655.00
<b>Total</b>	<b>31,118.65</b>

**Payment Terms:** Net 30

**Material:** FOB – Project Site

**Tax:** MRRRA Taxes are included in Project Total

Print Name: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. # \_\_\_\_\_

Billing  
Address: \_\_\_\_\_



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[klivingston@ctscabbling.com](mailto:klivingston@ctscabbling.com)

**BILL OF MATERIALS LIST**

Quote: 19357-AV Rev.3  
 Date: 01/19/21  
 Estimator: Kevin Livingston  
 Sales: Kevin Livingston  
 Customer: City of Flagstaff  
 Job Name: Council Chambers Audio System

PRODUCT	PART NUMBER	DESCRIPTION	UOM	QTY
<b>SECTION 1</b>	<b>CTS</b>	<b>ROUGH IN/HORIZONTAL</b>		
Windy City	CAT5P-BLK	Cat5E Unshielded Plenum Black	LF	1,000
<b>SECTION 2</b>	<b>CTS</b>	<b>CONNECTIVITY</b>		
Biamp	Tesira EIC-4	4 channel mic/line input card	EA	2
Biamp	Tesira EX-MOD	Modular expander that supports up to 3 expander cards	EA	1
Biamp	TesiraCONNECT TC-5	5-port AVB expansion device	EA	1
Biamp	TesiraFORTÉ AVB VT	DSP with 12 In X 8 Out with AVB USB AEC and 2 VOIP Lines	EA	1
Crestron	CEN-SW-POE-5	5-Port PoE Switch	EA	1
Crestron	CP4N	4-Series Control System With Control Subnet	EA	1
Crestron	DGE-100	Digital Graphics Engine 100	EA	1
Crestron	HD-DA2-4KZ-E	1:2 HDMI Distribution Amplifier w/4K60 4:4:4 & HDR Support	EA	1
Crestron	TS-1542-TILT-B-S	15.6 in. HD Touch Screen, Tabletop Tilt, Black Smooth	EA	1
Crestron	TS-770-B-S	7" Touch Screen, Black Smooth	EA	1
Electro-Voice	CPS4.5 120V	4-Channel Power Amplifier, 4 x 500W into 2, or 4 Ohms, or 70V/100V	EA	1
Planar	PCT2265	Touch Screen 22" LED LCD Full HD Resolution Monitor	EA	2
Pro Co	SMM10	XLR CABLE 10' MALE TO FEMALE	EA	5
Shure	MXC605	Discussion Unit Base with Speaker and Speak/Mute Buttons	EA	16
Shure	DIS-CCU-US	Central Control Unit for DDS 5900 or DCS 6000, US Power Supply	EA	1
Shure	EC 6001-03	10 m black shielded Cat5e U/FTP cable (shielded RJ45)	EA	16
Shure	EC 6001-30	30 m black shielded Cat5e U/FTP cable (shielded RJ45) E	EA	2
Shure	EC 6001-50	50 m black shielded Cat5e U/FTP cable (shielded RJ45) EC	EA	2
Shure	GM 5924	Cardioid 20 inch Gooseneck Microphone With Red Mic Active Indicator LED	EA	16
Shure	SLXD14/85	SLX Series Single-Channel Wireless Bodypack System with WL185 Cardioid Lavalier Mic	EA	2
Shure	SLXD24/SM58	SLX Series Single-Channel Wireless Mic System with SM58 Handheld	EA	2
Shure	UA844SWB	4-Way Antenna Distribution System for SLX Receivers	EA	1
SnapAV	B6-4K-1	Binary B6 Series 4K Ultra HD Premium Certified High Speed HDMI Cable with GripTek - 1M (3.28FT)	EA	2
SnapAV	B8-FIBER-4KHDR-40	Binary™ B8 Series Active 4K Ultra HD with HDR High Speed Fiber Optic HDMI Cables	EA	2
<b>SECTION 3</b>	<b>CTS</b>	<b>CABLE SUPPORT/PATHWAY/CONDUIT</b>		
<b>SECTION 4</b>	<b>CTS</b>	<b>EQUIPMENT ROOM BUILD OUT(S)</b>		
<b>SECTION 5</b>	<b>CTS</b>	<b>FIBER OPTIC AND COPPER BACKBONE SYSTEM</b>		
<b>SECTION 6</b>	<b>CTS</b>	<b>TESTING AND PROGRAMMING</b>		
Labor Only	CTS	Crestron Programming	EA	1
Labor Only	CTS	DSP Programming	EA	1
<b>SECTION 7</b>	<b>CTS</b>	<b>PRECON/PROJECT MANAGEMENT/FINAL DOCS</b>		
Labor Only	CTS	Project Management Hours	EA	1
<b>SECTION 8</b>	<b>CTS</b>	<b>MISC. ITEMS</b>		
CTS-AV	CTS - AV Misc.	Misc - AV Interconnect, Hardware and Materials	EA	1



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[klivingston@ctscablling.com](mailto:klivingston@ctscablling.com)

**BILL OF MATERIALS LIST**

Quote: 19357-AV Rev.3  
 Date: 01/19/21  
 Estimator: Kevin Livingston  
 Sales: Kevin Livingston  
 Customer: City of Flagstaff  
 Job Name: Council Chambers Video System with TV's  
 and Crestron Flex MTR

PRODUCT	PART NUMBER	DESCRIPTION	UOM	QTY
<b>SECTION 1</b>	<b>CTS</b>	<b>ROUGH IN/HORIZONTAL</b>		
Crestron	DM-8G-CRIMP-WG	DM-8G-CONN-WG Connectors	EA	10
Crestron	DM-CBL-8G-P-SP1000	DigitalMedia 8G Cable, plenum	LF	1,000
Windy City	CAT5P-BLK	Cat5E Unshielded Plenum Black	LF	200
<b>SECTION 2</b>	<b>CTS</b>	<b>CONNECTIVITY</b>		
Covid	9TBF-0119 -	9-Pin D-Sub Female Connector, Terminal Block Type	EA	8
Crestron	CEN-IO-COM-102	Wired Ethernet Module with 2 COM Ports	EA	2
Crestron	HD-DA4-4KZ-E	1:4 HDMI® Distribution Amplifier w/4K60 4:4:4 & HDR Support	EA	1
Crestron	HD-MD4X2-4K-E	4x2 4K HDMI Switcher	EA	1
Crestron	HD-RX-101-C-E	DM Lite HDMI over CATx Receiver, Surface Mount	EA	5
Crestron	HD-TX-101-C-E	DM Lite HDMI over CATx Transmitter, Surface Mount	EA	5
Crestron	UC-CX100-T	Flex MTR Dual - 10.1" TS 1070, UC Engine, Dual Display Kit, Integrator Audio Solution	EA	1
LG	65UT640S0UA	65" Class UHD Commercial TV	EA	2
LG	82UN8570PUC	82" LED Consumer Display	EA	2
SnapAV	B6-4K-1	Binary B6 Series 4K Ultra HD Premium Certified High Speed HDMI Cable with GripTek - 1M (3.28FT)	EA	6
SnapAV	B6-4K-2	Binary B6 Series 4K Ultra HD Premium Certified High Speed HDMI Cable with GripTek - 2M (5.56FT)	EA	4
SnapAV	SM-CEILING-T-L	Strong™ Ceiling Mount with 1-½" NPT - 37-70" Displays	EA	4
SnapAV	WB-300-IP-3	WattBox® IP Power Conditioner (Compact) with OvrC Home   3 Controlled Outlets	EA	1
snapAV	WB-400-CE-10	WattBox Power Conditioner with Coax and Ethernet Protection   10 Outlets	EA	1
<b>SECTION 3</b>	<b>CTS</b>	<b>CABLE SUPPORT/PATHWAY/CONDUIT</b>		
<b>SECTION 4</b>	<b>CTS</b>	<b>EQUIPMENT ROOM BUILD OUT(S)</b>		
<b>SECTION 5</b>	<b>CTS</b>	<b>FIBER OPTIC AND COPPER BACKBONE SYSTEM</b>		
<b>SECTION 6</b>	<b>CTS</b>	<b>TESTING AND PROGRAMMING</b>		
Labor Only	CTS	Crestron Programming	EA	1
<b>SECTION 7</b>	<b>CTS</b>	<b>PRECON/PROJECT MANAGEMENT/FINAL DOCS</b>		
Labor Only	CTS	Project Management Hours	EA	1
<b>SECTION 8</b>	<b>CTS</b>	<b>MISC. ITEMS</b>		
CTS-AV	CTS - AV Misc.	Misc - AV Interconnect, Hardware and Materials	EA	1
CTS-AMZ	AgriPro Southwire 64817150'	Black Extension Cord	EA	3

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**CTS STANDARD PROVISIONS**

All OSP (outside plant cabling) are estimates only. CTS will verify the actual lengths prior to installation with true tape and provide a credit or cost impact document before the installation.

Any additional work not specified in this scope of work or any additional work request from customer will result in a CTS change order.

This proposal pricing is good for a period of 30 days unless otherwise noted.

Where material prices fluctuate, CTS reserves the right to adjust pricing if there are changes in material pricing. Written documentation from our suppliers to verify this condition can be provided.

Customer is responsible for any freight charges if the customer requests an expedited time frame.

CTS will require a project schedule showing all times the facility will be available. Including but not limited to, facility events, closures or limitations that may affect continuous work. Without a schedule, there is no way for CTS to commit to an end date for completion. Delays in the schedule will delay the completion date. Any requested overtime to improve the completion date will constitute a change order.

Any schedule changes or project delays due to work areas not being available during the scheduled time, and or any other interruptions outside of CTS control, including but not limited to delay by other trades or customer could result in additional cost to customer. Written notification is required 5 days prior to any schedule changes.

This SOW assumes normal day shift of 8 continuous working hours between 5am and 5 pm, unless otherwise specified and agreed to in writing. Any work outside of this time frame may be subject to additional shift premiums.

This SOW includes one mobilization only. Changes that required additional starts and stops may be subject to additional charges via a change order. This would include, but not limited to, storage, equipment rentals, travel expenses, and other expenses incurred.

This quotation assumes that all existing and new conduits are properly sized with pull string installed and that any new conduits, pathways, wire mold, power poles, core holes, sleeves, and floor boxes, not mentioned in the above scope of work, will be provided and installed by other vendors and will be ready prior to cable installation.

Phone Systems, Network Devices, Active Equipment are not included, unless otherwise stated in the scope of work. Any other Control Components are NOT included in this proposal as directed, unless otherwise specified. It is the assumption that the owner will provide its own system to perform the functions as needed.

Patch Cords are not included unless otherwise stated in the scope of work.

All Contracts and/or Purchase Orders will be subject to monthly progress billings.

Retention dollars are to be paid within 60 days after the completion of our original scope of work, regardless of the total job completion.

Any project valued at \$2500 or above is subject to a pre-lien.

Effective Jan 1, 2015, customer is responsible for supplying CTS with Arizona Transaction Privilege Tax Exemption Form (TPT 5000) or Prime Contractor's Certificate (TPT 5005) as applicable.



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**PROJECT NAME**

***City of Flagstaff  
Conference Room AV Enhancements  
Revision 2  
01/18/2021***



***CJ Perry / Paul Santana***

**Scope of Work and Proposal**

Due Date:  
01/18/2021

***Respectfully Submitted By:  
Kevin Livingston  
(480) 377 - 0225 Ext:237  
(602) 397-0505 Cell***

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Corporate Office  
1971 E. 5<sup>th</sup> Street, Suite 111  
Tempe, Arizona 85281  
(480) 377 - 0225 Office

Access Control • Audio/Visual • CCTV • DAS • Fiber Optics • Intercom • Nurse Call • Security • Structured Cabling • WiFi

## SCOPE OF WORK

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### Single Display Small Conference Room:

CTS will install (1) Crestron UC-B130-T Flex MTR Single Display Kit which includes (1) 10.1" TS 1070 tabletop Touch Screen, (1) UC-SB1-CAM Integrated Soundbar/Camera/Mic, (1) UC Engine with single HDMI Output. CTS will also install Crestron DM Lite Transmitters to run between the table and Display location for a local Laptop or PC connection.

Room Network connections will be:

- UC Engine / Teams PC
- TS-1070 Touch Panel

### Touch Screen UI:

The Graphis on the TS-1070 Touchscreen will be the Native Teams UI.

### Video Sources:

- UC Engine
- Table HDMI

### Audio:

CTS will install the Crestron UC-SB1-Cam Soundbar with integrated Camera and Beamforming Microphone under the Display location at the front of the room. The Soundbar will be connected to the UC engine with a USB cable to pass audio and video signals back the UC Engine.

### Video Out:

CTS will utilize the existing OFE TV's in the room for the new AV Systems. CTS will connect HDMI cabling between the UC Engine Video Out and the TV.

### Control:

No additional Control in this option.

### Training:

CTS will provide up to 2 hours of onsite system training at the completion of the installation.

**BILL OF MATERIALS LIST**



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[klivingston@ctscabbling.com](mailto:klivingston@ctscabbling.com)

Quote: 20499 - AV  
 Date: 01/18/21  
 Estimator: Kevin Livingston  
 Sales: Kevin Livingston  
 Customer: City of Flagstaff  
 Job Name: Small Room Single Display with Soundbar  
 with no additional control

PRODUCT	PART NUMBER	DESCRIPTION	UOM	QTY
<b>SECTION 1</b>	<b>CTS</b>	<b>ROUGH IN/HORIZONTAL</b>		
Crestron	DM-8G-CRIMP-WG	DM-8G-CONN-WG Connectors	EA	2
Crestron	DM-CBL-8G-P-SP1000	DigitalMedia 8G Cable, plenum	LF	150
Windy City	CAT6P-BLK	23 AWG 4 Pair Bare Copper, Non-Shielded Plenum Rated Category 6 Black	LF	200
<b>SECTION 2</b>	<b>CTS</b>	<b>CONNECTIVITY</b>		
Crestron	HD-RX-101-C-E	DM Lite HDMI over CATx Receiver, Surface Mount	EA	1
Crestron	HD-TX-101-C-E	DM Lite HDMI over CATx Transmitter, Surface Mount	EA	1
Crestron	UC-B430-T	Flex MTR Single - 10.1" TS 1070 B-S, SB1-CAM, UC Engine, Single Display Kit	EA	1
SnapAV	WB-400-8	WattBox Compact Power Conditioner with 8 Outlets	EA	1
<b>SECTION 3</b>	<b>CTS</b>	<b>CABLE SUPPORT/PATHWAY/CONDUIT</b>		
<b>SECTION 4</b>	<b>CTS</b>	<b>EQUIPMENT ROOM BUILD OUT(S)</b>		
<b>SECTION 5</b>	<b>CTS</b>	<b>FIBER OPTIC AND COPPER BACKBONE SYSTEM</b>		
<b>SECTION 6</b>	<b>CTS</b>	<b>TESTING AND PROGRAMMING</b>		
<b>SECTION 7</b>	<b>CTS</b>	<b>PRECON/PROJECT MANAGEMENT/FINAL DOCS</b>		
Labor Only	CTS	Project Management Hours	EA	1
Labor Only	CTS	Owner Training	EA	1
<b>SECTION 8</b>	<b>CTS</b>	<b>MISC. ITEMS</b>		

### **Single Display Small Conference Room with Control:**

CTS will install (1) Crestron UC-B30-T Flex MTR Single Display Kit which includes (1) 10.1" TS 1070 tabletop Touch Screen, (1) UC-SB1-CAM Integrated Soundbar/Camera/Mic, (1) UC Engine with single HDMI Output. CTS will also install (1) Crestron RMC3 Processor and (1) Occupancy Sensor and (1) Crestron HD-MD 4X2 HDMI Switcher with Crestron DM Lite Transmitters to run between the table and Display location.

Room Network connections will be:

- UC Engine / Teams PC
- Crestron RMC4 Processor
- Crestron HD-MD-4X1HDMI Switch
- Crestron Occupancy Sensor
- TS-1070 Touch Panel
- OFE PC

### **Touch Screen UI:**

The Graphis on the TS-1070 Touchscreen will be the Native Teams UI. Input control will be from a page flip button on the Teams UI that will allow for expanded control options.

### **Video Sources:**

- UC Engine
- PC
- Laptop

### **Audio:**

CTS will install the Crestron UC-SB1-Cam Soundbar with integrated Camera and Beamforming Microphone under the Display location at the front of the room. The Soundbar will be connected to the UC engine with a USB cable to pass audio and video signals back the UC Engine.

### **Video Out:**

CTS will utilize the existing OFE TV's in the room for the new AV Systems. CTS will connect HDMI cabling between the UC Engine Video Out and the TV.

### **Control:**

CTS will also install (1) RMC4 Control Processor and (1) Crestron Occupancy Sensor that will turn the system off if it senses that the room has been left on with no occupants for more than an hour to save equipment and energy. The Page flip Control options from the UI will be programmed to talk to the processor for Source selection and TV Power control.

### **Training:**

CTS will provide up to 2 hours of onsite system training at the completion of the installation.

\*Please see bottom for complete list of materials

**BILL OF MATERIALS LIST**



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[klivingston@ctscabbling.com](mailto:klivingston@ctscabbling.com)

Quote: 20499 - AV  
 Date: 01/18/21  
 Estimator: Kevin Livingston  
 Sales: Kevin Livingston  
 Customer: City of Flagstaff  
 Job Name: Small Room Single Display with Soundbar

PRODUCT	PART NUMBER	DESCRIPTION	UOM	QTY
<b>SECTION 1</b>	<b>CTS</b>	<b>ROUGH IN/HORIZONTAL</b>		
Crestron	CRESNET-P-TL-SP1000	Cresnet Control Cable, Plenum-Rated, Teal, 1000 ft (304 m) spool	LF	100
Crestron	DM-8G-CRIMP-WG	DM-8G-CONN-WG Connectors	EA	4
Crestron	DM-CBL-8G-P-SP1000	DigitalMedia 8G Cable, plenum	LF	150
Windy City	CAT6P-BLK	23 AWG 4 Pair Bare Copper, Non-Shielded Plenum Rated Category 6 Black	LF	200
<b>SECTION 2</b>	<b>CTS</b>	<b>CONNECTIVITY</b>		
Crestron	CEN-ODT-C-POE	Dual-Technology Occupancy Sensor, PoE, 2,000 Sq Ft	EA	1
Crestron	HD-MD4X2-4K-E	4x2 4K HDMI Switcher	EA	1
Crestron	HD-RX-101-C-E	DM Lite HDMI over CATx Receiver, Surface Mount	EA	1
Crestron	HD-TX-101-C-E	DM Lite HDMI over CATx Transmitter, Surface Mount	EA	1
Crestron	PWE-4803RU	PoE Injector	EA	2
Crestron	RMC4	4-Series Room Media Controller	EA	1
Crestron	UC-B30-T	Flex MTR Single - 10.1" TS 1070 B-S, SB1-CAM, UC Engine, Single Display Kit	EA	1
SnapAV	WB-400-8	WattBox Compact Power Conditioner with 8 Outlets	EA	1
<b>SECTION 3</b>	<b>CTS</b>	<b>CABLE SUPPORT/PATHWAY/CONDUIT</b>		
Tamarco	1" J-Hook Clip-on	1" J-Hook Clip-on Comfort Cradle	EA	6
<b>SECTION 4</b>	<b>CTS</b>	<b>EQUIPMENT ROOM BUILD OUT(S)</b>		
<b>SECTION 5</b>	<b>CTS</b>	<b>FIBER OPTIC AND COPPER BACKBONE SYSTEM</b>		
<b>SECTION 6</b>	<b>CTS</b>	<b>TESTING AND PROGRAMMING</b>		
Labor Only	CTS	Crestron Programming	EA	1
<b>SECTION 7</b>	<b>CTS</b>	<b>PRECON/PROJECT MANAGEMENT/FINAL DOCS</b>		
Labor Only	CTS	Project Management Hours	EA	1
Final Docs	CTS	Final documents and as-builts	EA	1
Labor Only	CTS	Owner Training	EA	1
<b>SECTION 8</b>	<b>CTS</b>	<b>MISC. ITEMS</b>		

### **Dual Display Conference Rooms with Control:**

CTS will install (1) Crestron UC-BX30-T Flex MTR Dual Display Kit which includes (1) 10.1" TSW 1070 tabletop Touch Screen (1) UC-SB1-CAM Integrated Soundbar/Camera/Mic, (1) UC Engine with Dual HDMI Output. CTS will also install (1) Crestron RMC3 Processor and (1) Occupancy Sensor and (1) Crestron HD-MD 4X2 HDMI Switcher with Crestron DM Lite Transmitters to run between the table and Display location.

Room Network connections will be:

- UC Engine / Teams PC
- Crestron RMC4 Processor
- Crestron HD-MD-4X1HDMI Switch
- Crestron Occupancy Sensor
- TS-1070 Touch Panel
- OFE PC

### **Touch Screen UI:**

The Graphis on the TS-1070 Touchscreen will be the Native Teams UI. Input control will be from a page flip button on the Teams UI that will allow for expanded control options.

### **Video Sources:**

- UC Engine
- PC
- Laptop

### **Audio:**

CTS will install the Crestron UC-SB1-Cam Soundbar with integrated Camera and Beamforming Microphone under the Dual Displays location at the front of the room. The Soundbar will be connected to the UC engine with a USB cable to pass audio and video signals back the UC Engine.

### **Video Out:**

CTS will utilize the existing OFE TV's in the room for the new AV Systems. CTS will connect HDMI cabling between the UC Engine Video Outputs and the TV.

### **Control:**

CTS will install (1) RMC4 Control Processor and (1) Crestron Occupancy Sensor that will turn the system off if it senses that the room has been left on with no occupants for more than an hour to save equipment and energy. The Page flip Control options from the UI will be programmed to talk to the processor for Source selection and TV Power control.

### **Training:**

CTS will provide up to 2 hours of onsite system training at the completion of the installation.

\*Please see bottom for complete list of materials

**BILL OF MATERIALS LIST**



A Corporate Technology Solutions Company  
 1971 E. 5th Street Suite 111  
 Tempe, Arizona 85281  
 (480) 377 - 0225  
[www.ctscabbling.com](http://www.ctscabbling.com)  
[melrod@ctscabbling.com](mailto:melrod@ctscabbling.com)  
[klivingston@ctscabbling.com](mailto:klivingston@ctscabbling.com)

Quote: 20477 - AV  
 Date: 01/18/21  
 Estimator: Kevin Livingston  
 Sales: Kevin Livingston  
 Customer: City of Flagstaff  
 Job Name: Large Room Dual Display with Soundbar

PRODUCT	PART NUMBER	DESCRIPTION	UOM	QTY
<b>SECTION 1</b>	<b>CTS</b>	<b>ROUGH IN/HORIZONTAL</b>		
Crestron	CRESNET-P-TL-SP1000	Cresnet Control Cable, Plenum-Rated, Teal, 1000 ft (304 m) spool	LF	100
Crestron	DM-8G-CRIMP-WG	DM-8G-CONN-WG Connectors	EA	4
Crestron	DM-CBL-8G-P-SP1000	DigitalMedia 8G Cable, plenum	LF	150
Windy City	CAT6P-BLK	23 AWG 4 Pair Bare Copper, Non-Shielded Plenum Rated Category 6 Black	LF	200
<b>SECTION 2</b>	<b>CTS</b>	<b>CONNECTIVITY</b>		
Crestron	CEN-ODT-C-POE	Dual-Technology Occupancy Sensor, PoE, 2,000 Sq Ft	EA	1
Crestron	HD-MD4X2-4K-E	4x2 4K HDMI Switcher	EA	1
Crestron	HD-RX-101-C-E	DM Lite HDMI over CATx Receiver, Surface Mount	EA	1
Crestron	HD-TX-101-C-E	DM Lite HDMI over CATx Transmitter, Surface Mount	EA	1
Crestron	PWE-4803RU	PoE Injector	EA	2
Crestron	RMC4	4-Series Room Media Controller	EA	1
Crestron	UC-BX30-T	Flex MTR Dual - 10.1" TS 1070 B-S, SB1-CAM, UC Engine, Dual Display Kit	EA	1
SnapAV	WB-400-8	WattBox Compact Power Conditioner with 8 Outlets	EA	1
<b>SECTION 3</b>	<b>CTS</b>	<b>CABLE SUPPORT/PATHWAY/CONDUIT</b>		
Tamarco	1" J-Hook Clip-on	1" J-Hook Clip-on Comfort Cradle	EA	6
<b>SECTION 4</b>	<b>CTS</b>	<b>EQUIPMENT ROOM BUILD OUT(S)</b>		
<b>SECTION 5</b>	<b>CTS</b>	<b>FIBER OPTIC AND COPPER BACKBONE SYSTEM</b>		
<b>SECTION 6</b>	<b>CTS</b>	<b>TESTING AND PROGRAMMING</b>		
Labor Only	CTS	Crestron Programming	EA	1
<b>SECTION 7</b>	<b>CTS</b>	<b>PRECON/PROJECT MANAGEMENT/FINAL DOCS</b>		
Labor Only	CTS	Project Management Hours	EA	1
Final Docs	CTS	Final documents and as-builts	EA	1
Labor Only	CTS	Owner Training	EA	1
<b>SECTION 8</b>	<b>CTS</b>	<b>MISC. ITEMS</b>		

## **Large Conference Rooms with Control, DSP, Mics and Speakers:**

### **Larger Conference Rooms with Control:**

CTS will install (1) Crestron UC-CX100-T Flex MTR Dual Display Kit which includes (1) 10.1" TS 1070 tabletop Touch Screen, (1) UC Engine with Dual HDMI Output. CTS will also install (1) Biamp DSP, (2) Biamp Parle Ceiling Microphones, (1) Atlona PTZ Camera, (1) Crestron RMC4 Processor and (1) Occupancy Sensor and (1) Crestron HD-MD 4X2 HDMI Switcher with Crestron HD-EXT-USB-2000C Transmitter to run between the table and Display location.

Room Network connections will be:

- UC Engine / Teams PC
- Crestron RMC4 Processor
- Crestron HD-MD-4X1HDMI Switch
- Crestron Occupancy Sensor
- TS-1070 Touch Panel
- Atlona Camera
- Biamp DSP
- OFE PC

### **Touch Screen UI:**

The Graphis on the TS-1070 Touchscreen will be the Native Teams UI. Input control will be from a page flip button on the Teams UI that will allow for expanded control options.

### **Video Sources:**

- UC Engine
- PC
- Laptop

### **Audio:**

CTS will install Biamp DSP for audio control of the room and tie in the 2 Parle Beamforming ceiling microphones along with 4 ceiling speakers. CTS will connect the UC Engine and DSP with a USB cable to pass audio signals back the UC Engine.

### **Camera:**

CTS will install the Atlona PTZ camera at the front of the room by the display location and connect it usb output back to the UC Engine for camera input.

### **Video Out:**

CTS will utilize the existing OFE TV's in the room for the new AV Systems. CTS will connect HDMI cabling between the UC Engine Video Outputs and the TV.

### **Control:**

CTS will install (1) RMC4 Control Processor and (1) Crestron Occupancy Sensor that will turn the system off if it senses that the room has been left on with no occupants for more than an hour to save equipment and energy. The Page flip Control options from the UI will be programmed to talk to the processor for Source selection and TV Power control.

### **Training:**

CTS will provide up to 3 hours of onsite system training at the completion of the installation.

\*Please see bottom for complete list of materials

**BILL OF MATERIALS LIST**

Quote: 20499 - AV  
 Date: 01/18/21  
 Estimator: Kevin Livingston  
 Sales: Kevin Livingston  
 Customer: City of Flagstaff  
 Job Name: Large Room with DSP Mics and Speakers



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[melrod@ctscabbling.com](mailto:melrod@ctscabbling.com)  
[klivingston@ctscabbling.com](mailto:klivingston@ctscabbling.com)

PRODUCT	PART NUMBER	DESCRIPTION	UOM	QTY
<b>SECTION 1</b>	<b>CTS</b>	<b>ROUGH IN/HORIZONTAL</b>		
Crestron	CRESNET-P-TL-SP1000	Cresnet Control Cable, Plenum-Rated, Teal, 1000 ft (304 m) spool	LF	100
Crestron	DM-8G-CRIMP-WG	DM-8G-CONN-WG Connectors	EA	4
Crestron	DM-CBL-8G-P-SP1000	DigitalMedia 8G Cable, plenum	LF	150
Windy City	1602P-BLK	16/2 Plenum Speaker Black	LF	250
Windy City	CAT6P-BLK	23 AWG 4 Pair Bare Copper, Non-Shielded Plenum Rated Category 6 Black	LF	200
<b>SECTION 2</b>	<b>CTS</b>	<b>CONNECTIVITY</b>		
Biamp	Parlé TCM-X	Low profile Beamtracking ceiling microphone, available in black or white	EA	1
Biamp	Parlé TCM-XEX	Low profile expansion Beamtracking ceiling microphone, available in black or white	EA	1
Biamp	Tesira EX-UBT	PoE AVB/USB expander with Bluetooth wireless technology	EA	1
Biamp	TesiraFORTÉ AVB VT4	DSP with 4 In X 4 Out with USB AEC and 2 VOIP Lines	EA	1
Crestron	AMP-X300	Modular Power Amplifier	EA	1
Crestron	CEN-ODT-C-POE	Dual-Technology Occupancy Sensor, PoE, 2,000 Sq Ft	EA	1
Crestron	HD-MD4X2-4K-E	4x2 4K HDMI Switcher	EA	1
Crestron	HD-RX-101-C-E	DM Lite HDMI over CATx Receiver, Surface Mount	EA	1
Crestron	HD-TX-101-C-E	DM Lite HDMI over CATx Transmitter, Surface Mount	EA	1
Crestron	PWE-4803RU	PoE Injector	EA	2
Crestron	RMC4	4-Series Room Media Controller	EA	1
Crestron	SAROS_ICE6T-W-T-EACH	Saros Express 6.5" 2-Way In-Ceiling Speaker, White Textured	EA	4
Crestron	UC-CX100-T	Flex MTR Dual - 10.1" TS 1070, UC Engine, Dual Display Kit, Integrator Audio Solution	EA	1
SnapAV	AT-HDVS-CAM-CMNT	Atlona Ceiling Mount for the AT-HDVS-CAM USB Camera	EA	1
SnapAV	AT-HDVS-CAM-HDMI-BK	Atlona PTZ Camera with HDMI Output and USB - White	EA	2
SnapAV	WB-400-8	WattBox Compact Power Conditioner with 8 Outlets	EA	1
<b>SECTION 3</b>	<b>CTS</b>	<b>CABLE SUPPORT/PATHWAY/CONDUIT</b>		
Tamarco	1" J-Hook Clip-on	1" J-Hook Clip-on Comfort Cradle	EA	6
<b>SECTION 4</b>	<b>CTS</b>	<b>EQUIPMENT ROOM BUILD OUT(S)</b>		
<b>SECTION 5</b>	<b>CTS</b>	<b>FIBER OPTIC AND COPPER BACKBONE SYSTEM</b>		
<b>SECTION 6</b>	<b>CTS</b>	<b>TESTING AND PROGRAMMING</b>		
Labor Only	CTS	Crestron Programming	EA	1
Labor Only	CTS	DSP Programming	EA	1
<b>SECTION 7</b>	<b>CTS</b>	<b>PRECON/PROJECT MANAGEMENT/FINAL DOCS</b>		
Labor Only	CTS	Project Management Hours	EA	1
Final Docs	CTS	Final documents and as-builts	EA	1
Labor Only	CTS	Owner Training	EA	1
<b>SECTION 8</b>	<b>CTS</b>	<b>MISC. ITEMS</b>		

**CR-Staff Conference Room Upgrade:**

CTS will install (1) Crestron UC-CX100-T Flex MTR Dual Display Kit which includes (1) 10.1" TS 1070 tabletop Touch Screen, (1) UC Engine with Dual HDMI Output. CTS will add (1) Crestron HD-MD 4X2 HDMI Switcher for the second display to connect with the existing DMPS System to make the output available on both displays. From the UC Engine CTS will connect to the 4X2 and run one side to the existing DMPS and the out output to the new display. The run to the new display will be over a Crestron DM Transmitter to run between the table and Display location. CTS will also add a Biamp Teams USB Expander to connect to the rooms UC engine for Room Audio input. CTS will replace the existing display and add another display to have dual displays on the front wall.

Room Network connections will be:

- UC Engine / Teams PC
- Crestron HD-MD-4X2HDMI Switch
- TS-1070 Touch Panel

**Touch Screen UI:**

The Graphis on the TS-1070 Touchscreen will be the Native Teams UI. Input control will be from a page flip button on the Teams UI that will allow for expanded control options.

**Video Sources:**

- UC Engine
- PC
- Laptop
- AirMedia

**Audio:**

CTS will connect the UC Engine and DSP with a USB cable to pass audio signals back the UC Engine.

**Camera:**

CTS will utilize the exiting camera in the room.

**Video Out:**

CTS will provide and install (2) LG Commercial 75" Displays with mounts. CTS will connect HDMI cabling between the DMPS and the new 4X2 Switch to send to the Displays.

**Control:**

CTS will reprogram the room to make the functionality match the new setup for consistency across all rooms.

**Training:**

CTS will provide up to 3 hours of onsite system training at the completion of the installation.

**BILL OF MATERIALS LIST**



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[klivingston@ctscabbling.com](mailto:klivingston@ctscabbling.com)

Quote: 20499 - AV  
 Date: 01/18/21  
 Estimator: Kevin Livingston  
 Sales: Kevin Livingston  
 Customer: City of Flagstaff  
 Job Name: CR-Staff Teams Upgrade

PRODUCT	PART NUMBER	DESCRIPTION	UOM	QTY
<b>SECTION 1</b>	<b>CTS</b>	<b>ROUGH IN/HORIZONTAL</b>		
Crestron	DM-8G-CRIMP-WG	DM-8G-CONN-WG Connectors	EA	4
Crestron	DM-CBL-8G-P-SP1000	DigitalMedia 8G Cable, plenum	LF	200
<b>SECTION 2</b>	<b>CTS</b>	<b>CONNECTIVITY</b>		
Biamp	Tesira EX-UBT	PoE AVB/USB expander with Bluetooth wireless technology	EA	1
Biamp	TesiraCONNECT TC-5	5 Port AVB Switch	EA	1
Crestron	HD-MD4X2-4K-E	4x2 4K HDMI Switcher	EA	1
Crestron	HD-RX-101-C-E	DM Lite HDMI over CATx Receiver, Surface Mount	EA	1
Crestron	HD-TX-101-C-E	DM Lite HDMI over CATx Transmitter, Surface Mount	EA	1
Crestron	PWE-4803RU	PoE Injector	EA	2
Crestron	UC-CX100-T	Flex MTR Dual - 10.1" TS 1070, UC Engine, Dual Display Kit, Integrator Audio Solution	EA	1
LG	75UT640S0UA	75" LED COMMERCIAL DISPLAY	EA	2
SnapAV	B6-4K-1.5	Binary B6 Series 4K Ultra HD Premium Certified High Speed HDMI Cable with GripTek - 1.5M (4.92FT)	EA	4
SnapAV	SM-T-XL	Strong Tilt Display Mounts X- Large 47"-90"	EA	2
SnapAV	WB-400-8	WattBox Compact Power Conditioner with 8 Outlets	EA	1
<b>SECTION 3</b>	<b>CTS</b>	<b>CABLE SUPPORT/PATHWAY/CONDUIT</b>		
<b>SECTION 4</b>	<b>CTS</b>	<b>EQUIPMENT ROOM BUILD OUT(S)</b>		
<b>SECTION 5</b>	<b>CTS</b>	<b>FIBER OPTIC AND COPPER BACKBONE SYSTEM</b>		
<b>SECTION 6</b>	<b>CTS</b>	<b>TESTING AND PROGRAMMING</b>		
Labor Only	CTS	Crestron Programming	EA	1
Labor Only	CTS	DSP Programming	EA	1
<b>SECTION 7</b>	<b>CTS</b>	<b>PRECON/PROJECT MANAGEMENT/FINAL DOCS</b>		
Labor Only	CTS	Project Management Hours	EA	1
Final Docs	CTS	Final documents and as-builts	EA	1
Labor Only	CTS	Owner Training	EA	1
<b>SECTION 8</b>	<b>CTS</b>	<b>MISC. ITEMS</b>		

**Assumptions**

- Existing 120 Volt Power Outlets will be utilized for new AV System
- Existing Pathway between the TV and the Table will be reutilized for new cabling.
- COF IT will provide IP addresses and configuration for system to communicate on.
- COF IT will provide local PoE Network Switch for system to connect to.

**Exclusions**

- 120V Power Outlets and Conduits
- Painting and Patching or Drywall Repairs



A Corporate Technology Solutions Company  
 1971 E. 5th Street, Suite 111  
 Tempe, Arizona 85281  
 (480) 377 - 0225 Office  
[www.ctscabling.com](http://www.ctscabling.com)

Quotation

Quote #:	20499 - AV
Date:	01/18/21
Estimator:	Kevin Livingston
Sales:	Kevin Livingston

All applicable taxes must apply. Quote valid for 60 days.  
 CTS is a licensed and bonded contractor.  
 CTS supports a drug free workplace.  
 Payment terms Net 30.

**Conference Room AV Pricing**

Item	Description	Qty	Materials	Labor	Sub Total	Material Taxes	Labor Taxes	Grand Total
001	Small Conference Room Single Display no Additional Controls Option	1	\$ 4,707.00	\$ 1,104.00	\$ 5,811.00	\$ 432.10	\$ -	\$ 6,243.10
002	Small Conference Room Single Display Option	1	\$ 7,739.22	\$ 2,685.00	\$ 10,424.22	\$ 622.68	\$ -	\$ 11,046.90
003	Larger Conference Room Dual Display Option	1	\$ 9,240.81	\$ 2,771.00	\$ 12,011.81	\$ 755.42	\$ -	\$ 12,767.23
004	Larger Conference Room Dual Display with DSP, Mics, Speakers Option	1	\$ 15,928.51	\$ 4,973.00	\$ 20,901.51	\$ 1,346.61	\$ -	\$ 22,248.12
005	CR-Staff Upgrade Including Displays	1	\$ 14,005.27	\$ 4,027.00	\$ 18,032.27	\$ 1,176.60	\$ -	\$ 19,208.87

**ADD ALTERNATES**

Item	Description	Qty	Materials	Labor	Sub Total	Material Taxes	Labor Taxes	Grand Total
1001	75" LG Commercial Lite Display & Wall Mount	1	\$ 2,437.59	\$ 170.00	\$ 2,607.59	\$ 223.77	\$ -	\$ 2,831.36
1002	AirMedia Wireless Presentation Gateway	1	\$ 1,153.85	\$ 70.00	\$ 1,223.85	\$ 105.92	\$ -	\$ 1,329.77
1003	7 in. Room Scheduling Touch Screen W/ LED's	1	\$ 1,089.75	\$ 70.00	\$ 1,159.75	\$ 100.04	\$ -	\$ 1,259.79
1004	1Yr. XIO Cloud Provisioning Management and Support Licenses for one room	1	\$ 93.50	\$ -	\$ 93.50	\$ 8.58	\$ -	\$ 102.08

**Payment Terms:** Net 30

**Material:** FOB – Project Site

**Tax:** MRRRA Taxes are included in project totals

Print Name: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. # \_\_\_\_\_

Billing Address: \_\_\_\_\_

## **CTS STANDARD PROVISIONS**

All OSP (outside plant cabling) are estimates only. CTS will verify the actual lengths prior to installation with true tape and provide a credit or cost impact document before the installation.

Any additional work not specified in this scope of work or any additional work request from customer will result in a CTS change order.

This proposal pricing is good for a period of 30 days unless otherwise noted.

Where material prices fluctuate, CTS reserves the right to adjust pricing if there are changes in material pricing. Written documentation from our suppliers to verify this condition can be provided.

Customer is responsible for any freight charges if the customer requests an expedited time frame.

CTS will require a project schedule showing all times the facility will be available. Including but not limited to, facility events, closures or limitations that may affect continuous work. Without a schedule, there is no way for CTS to commit to an end date for completion. Delays in the schedule will delay the completion date. Any requested overtime to improve the completion date will constitute a change order.

Any schedule changes or project delays due to work areas not being available during the scheduled time, and or any other interruptions outside of CTS control, including but not limited to delay by other trades or customer could result in additional cost to customer. Written notification is required 5 days prior to any schedule changes.

This SOW assumes normal day shift of 8 continuous working hours between 5am and 5 pm, unless otherwise specified and agreed to in writing. Any work outside of this time frame may be subject to additional shift premiums.

This SOW includes one mobilization only. Changes that required additional starts and stops may be subject to additional charges via a change order. This would include, but not limited to, storage, equipment rentals, travel expenses, and other expenses incurred.

This quotation assumes that all existing and new conduits are properly sized with pull string installed and that any new conduits, pathways, wire mold, power poles, core holes, sleeves, and floor boxes, not mentioned in the above scope of work, will be provided and installed by other vendors and will be ready prior to cable installation.

Phone Systems, Network Devices, Active Equipment are not included, unless otherwise stated in the scope of work. Any other Control Components are NOT included in this proposal as directed, unless otherwise specified. It is the assumption that the owner will provide its own system to perform the functions as needed.

Patch Cords are not included unless otherwise stated in the scope of work.

All Contracts and/or Purchase Orders will be subject to monthly progress billings.

Retention dollars are to be paid within 60 days after the completion of our original scope of work, regardless of the total job completion.

Any project valued at \$2500 or above is subject to a pre-lien.

Effective Jan 1, 2015, customer is responsible for supplying CTS with Arizona Transaction Privilege Tax Exemption Form (TPT 5000) or Prime Contractor's Certificate (TPT 5005) as applicable.

**CITY OF FLAGSTAFF**  
**Purchasing Section**

**Special Procurement Justification** (check applicable box below)

Divisions/Sections Requesting Sole Source, Proprietary or Emergency Procurement Must Complete This Form

**Sole Source Procurement Justification**  
 **Proprietary Procurement Justification**  
 **Emergency Procurement Justification**

**TO:** Purchasing Section Buyer

**PREPARER:** Paul Santana **DIVISION/SECTION:** Information  
Technology Div.

**DATE SUBMITTED:** 02/04/21

*Is this a sole source procurement?* "Sole Source" is defined as a product or service available from only one known source. Please answer the 4 questions below and attach all documentation and sign.

**Sole Source/Proprietary Justification**

1. Briefly, what is the scope of the project in which this product or service will be used.

Contract CTS (Corporate Technology Solutions) to provide equipment, proprietary programming, and installation of new Audio & Video conferencing equipment in City Hall Council CR, Chambers, and upgrades to existing equipment in CR-Staff.

2. Who is the identified vendor and why is this the only product or service that can meet the City's requirements? Uniqueness? Compatibility? Integral component? Availability? Delivery Date? If purchase qualifies as proprietary and there are multiple Distributors, why is this the only Distributor who can satisfy the City's purchasing request?

The vendor is CTS, Vice President Kevin Livingston, 480-377-0225 ext. 237, cell# 602-397-0505, email [klivingston@ctscabbling.com](mailto:klivingston@ctscabbling.com), Website is [ctscabbling.com](http://ctscabbling.com)

CTS is a certified Crestron programmer, dealer, installer, and has performed the original design, procurement, installation, custom programming, and training of all equipment in the following City locations: CR-Staff, Public Works Building, COF Training Lab, WSABI conference room, Rio Atrium, with more on the books for additional Water Services locations. **CTS is the only company familiar with our custom Crestron programming and A/V setup in CR-Staff.** There exists a specific desire from IT and City Manager Greg Clifton to keep our A/V controls in various conference rooms across the City consistent. This assurance of continuity enables ease of use and simplifies training for all employees using the equipment. Having the same system and programmed controls in place at multiple locations is crucial for consistency in user interface and functionality.



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Neil Chapman, Forest Health Supervisor  
**Co-Submitter:** Stacey Brechler-Knaggs  
**Date:** 02/11/2021  
**Meeting Date:** 02/16/2021



---

**TITLE:**

**Consideration of Contract:** Reject all Bids for the Elden Lookout Road Hazard Tree Mitigation

**STAFF RECOMMENDED ACTION:**

Staff recommends that City Council reject all bids submitted for Invitation for Bids (IFB) #2020-27 and #2020-84 for the Elden Lookout Road Hazard Tree Mitigation project.

**Executive Summary:**

The Elden Lookout Road Hazard Tree Mitigation project is one of six projects within the Midway Agreement (19-CS-11030408-025.) This agreement between the City of Flagstaff and the USDA Coconino National Forest was approved by Council and signed by the City Manager on September 24, 2019.

City staff posted Elden Lookout Road Hazard Tree Mitigation project Information for Bids on June 16, 2020 and September 16, 2020. All proposals exceeded available project funds. City staff worked with USFS staff to develop alternative ways to manage hazard trees on Elden Lookout Rd and reallocate funds to other Midway Agreement projects.

**Financial Impact:**

The rejection of this solicitation will not impact any City funds.

**Policy Impact:**

The rejection of this solicitation will not impact any City policies.

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

N/A

**Has There Been Previous Council Decision on This:**

The Midway Agreement between the City of Flagstaff and the USDA Coconino National Forest was approved by Council and signed by the City Manager on September 24, 2019.

**Options and Alternatives:**

This solicitation should be rejected as Midway Agreement funds have been reallocated to other priorities

**Background/History:**

The Midway agreement obligates federal funds for work within the Dry Lake Hills (DLH) related to forest health and fire risk reduction. Both the City and US Forest Service are partners in the Flagstaff Watershed Protection Project (FWPP) and engaged in on-going forest treatment work in the DLH area. The US Forest Service had allocated funds to do work in the area, some of which was necessitated by the Museum Fire, but needed to obligate the funds prior to the end of the federal fiscal year (Sept 30, 2019). They were unable to do so via their normal procurement/contract process prior to this date and thus risked losing these funds, but could obligate those funds to the City to undertake/oversee this work prior to the end-of-the fiscal year via this agreement

A formal solicitation was issued as an Invitation for Bids on 9/16/2020 and closed 10/7/2020. An ad was published September 20 and September 27, 2020, in the Arizona Daily Sun. The City received three responsive responsible bids.

1. Summitt Forests, Inc. = \$415,492.00
2. Markit! Forestry Management = \$582,774.00
3. Golden West Arbor Services Inc. = \$1,073,000.00

**Key Considerations:**

**City Procurement Code Manual - Section 15.4 Rejection of All Solicitations** A. After receipt, opening and evaluation, but before award, all solicitations may be rejected if determined to be in the best interest of the City. However, any recommendations for a solicitation to be rejected shall be approved by the City Council. B. A notice of rejection shall be sent to all Bidders or Proposers submitting bids or proposals.

---

**Attachments:**

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Mark Reavis, Heritage Preservation Officer and  
Neighborhood Planner  
**Date:** 02/11/2021  
**Meeting Date:** 02/16/2021



---

**TITLE:**

**Public Hearing:** Whispering Winds Sign Historic Overlay Zoning Map Amendment - PZ-20-00141-02, 922 E Route 66

**STAFF RECOMMENDED ACTION:**

1. Open Public Hearing
2. Continue the hearing to March 2, 2021

**Executive Summary:**

A Public Hearing of the Planning and Zoning Commission and City Council was advertised in the Arizona Daily Sun on January 12, 2021. At the request of Staff, the Planning and Zoning Commission continued their Public Hearing to February 24, 2021, and, therefore, the Commission has not yet made the required recommendation to the City Council on the requested Zoning Map Amendment.

Staff is requesting that the City Council open the public hearing as advertised and continue the public hearing to a date certain, March 2, 2021. **A full staff report on the request will be provided prior to the March 2 hearing.**

**Financial Impact:**

None

**Policy Impact:**

None

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

None

**Previous Council Decision on This:**

No previous decision

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**Attachments:** Sign advertising hearings

# Zoning Code Map Amendment

## Whispering Winds Historic Sign

### Landmark Overlay

#### Planning and Zoning Commission Hearing

Wednesday, January 27, 2021 4pm

#### City Council Hearing

Tuesday, February 16, 2021 3pm

All Hearings will be held virtually on the City streaming platform <https://www.flagstaff.az.gov/streaming> on the Live Conference tab. Contact Mark Reavis, Heritage Preservation Officer for a meeting link or if you would like to comment at [mark.reavis@flagstaffaz.gov](mailto:mark.reavis@flagstaffaz.gov) or call at 928-213-2633.

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**Request:** The Whispering Winds Historic Route 66 sign is proposed for restoration. In order to fully restore the sign under the Flagstaff Zoning Code, a Landmark Overlay is required to protect the historic resource.

**Proposal:** A small scale zoning map amendment is proposed to designate the landmark overlay on portion of parcel APN 104-05-005 at the address 992 E. Route 66.

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For more information about this proposal, contact Jose Alvarado, at [jose@acm-jvt.com](mailto:jose@acm-jvt.com) or 928-779-6944.

To submit a written comment to the City regarding this case, please contact: Mark Reavis Heritage Preservation Officer, at [mark.reavis@flagstaffaz.gov](mailto:mark.reavis@flagstaffaz.gov) or (928) 213-2633

Posting Date: January 12, 2021

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Tiffany Antol, Planning Director  
**Date:** 02/11/2021  
**Meeting Date:** 02/16/2021



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**TITLE:**

**Consideration and Adoption of Ordinance No. 2021-01:** An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 23.08 acres of real property generally located at 2701 S Woody Mountain Road, a portion of APN 112-01-019 from the Rural Residential (RR) zone to the Medium Density Residential (MR) zone with conditions, providing for severability, authority for clerical corrections, and establishing an effective date.

**STAFF RECOMMENDED ACTION:**

- 1) Read Ordinance No. 2021-01 by title only for the final time
- 2) City Clerk reads Ordinance No.2021-01 by title only (if approved above)
- 3) Adopt Ordinance No. 2021-01

**Executive Summary:**

Concept Zoning Map Amendment, by Vintage Partners, of approximately 23.08 acres located at 2701 South Woody Mountain Road from the Rural Residential (RR) zone to the Medium Density Residential (MR) zone. The development site is already located within the Resource Protection Overlay (RPO). The Planning & Zoning Commission held a public hearing on this request on January 13, 2020. The Commission recommends that the City Council approve this request subject to the conditions as drafted by staff except for Condition #5 in a 4 to 3 vote.

**Financial Impact:**

No financial impacts are anticipated with this request.

**Policy Impact:**

There are no policy impacts affiliated with this request.

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

**Priority Based Budget Key Community Priorities and Objectives**

Safe & Healthy Community

- Support social services, community partners, and housing opportunities

Sustainable, Innovative Infrastructure

- Facilitate and develop carbon-neutral energy opportunities

Robust Resilient Economy

- Support and strengthen a more robust, diverse, and sustainable economy in ways that reflect community values and provides for affordable housing opportunities

#### Livable Community

- Create a welcoming community through partnerships, resilient neighborhoods, and civic engagement
- Provide amenities and activities that support a healthy lifestyle
- Actively support attainable and affordable housing through City projects and opportunities with developers

#### **Regional Plan**

A complete analysis of the Regional Plan goals and policies can be found in the attached project narrative and Planning & Zoning Commission staff report dated December 31, 2020.

#### **Has There Been Previous Council Decision on This:**

There have been no prior Council Decisions made in regard to this application.

#### **Options and Alternatives:**

The City Council may approve the ordinance as proposed, approve the ordinance with modified conditions, or deny the ordinance.

Condition #5 was an important component to staff's recommended finding of compliance with the Regional Plan. The Planning & Zoning Commission had a discussion about the condition, and after considering the information provided by staff and the applicant did not adopt the condition. The applicant has agreed to construct a bicycle and pedestrian connection to the north and it is shown on the Concept Zone Plan. As the northern portion of the parcel is rezoned and developed, or during the upcoming Regional Plan update, the appropriateness of maintaining an Urban Activity Center should be considered. Without the vehicular connection it limits the ability of the northern parcel to meet the goals, policies, and area type characteristics of an Urban Activity Center as described in the Flagstaff Regional Plan.

Planning and Zoning Commission's proposed conditions are as follows:

1. The subject property shall be developed in substantial conformance with the concept zoning plan and project narrative including but not limited to the density and intensity and general layout approved by the Inter-Division Staff (IDS) on December 23, 2020, with this request except as modified herein.
2. Development of the MR zone shall be limited to the number of units (208) identified in the concept zone plan and used for the preparation of all impact analysis. There shall be no more than a 10% decrease in the total number of units identified in the concept zone plan.
3. There shall be a minimum of 13 units per net acre within the Urban Activity Center designated portion of the property. Net density will not include civic space areas, open space areas, or dedicated right-of-way. All units will be counted toward this density.
4. The civic space area as shown on the Concept Zone Plan shall be a high-quality public amenity as determined by the Comprehensive Planning Manager. The area as shown shall not have a depth greater than 3 feet from the adjacent grade.
5. ~~Vehicular and pedestrian cross access shall be preserved between the proposed residential land use within the MR zone and the future development located on the remainder of the parcel to the north. Access shall be provided at the time of development of the property to the north. The applicant can decide the location of the cross access, but the access does need to be provided with future site planning submittals.~~ **The Planning & Zoning Commission recommended removing this condition.**

6. All fencing shown along either Woody Mountain Road or McAllister Ranch Road shall be located outside of the required setback for that street frontage. Breaks in the fencing shall be provided to allow pedestrian and bicycle access to the adjacent FUTS/sidewalk at several points along both frontages in addition to vehicular driveway locations. Final pedestrian and bicycle connections shall be determined at the site plan review.
7. The front facades of the single-family 3-bedroom (two-story) units shall be redesigned to have front doors, fenestration, and porches that better incorporate walkable urban design principles and the design traditions of Flagstaff. Staff will approve an updated design at Site Plan. A comprehensive Planning review of the Site Plan will be required to ensure compliance with this condition.
8. The Developer shall meet all City of Flagstaff stormwater, pre vs post retention, peak flow mitigation, Low Impact Development, and rainwater harvesting requirements per the approved drainage report and approved civil construction plans as required to ensure no additional impacts to nearby downstream properties subject to frequent flooding. Pre vs post retention shall be volumetric retention for the 100-year, 24-hour storm event is required in lieu of a Drainage Impact Analysis.
9. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
10. All terms, conditions, and restrictions detailed within the "Sky Cottages at Timber Sky Development Agreement" must be fully satisfied, notwithstanding any expiration or termination of the Agreement.
11. In the event the property is rezoned and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Rural Residential (RR) in accordance with A.R.S. § 9-462.01.

### **Background/History:**

The applicant, Vintage Partners, is requesting a Concept Zoning Map Amendment to rezone approximately 23.08 acres of an existing 37-acre parcel from the Rural Residential (RR) zone to the Medium Density Residential (MR) zone located at 2701 South Woody Mountain Road. This amendment would allow the development of a multi-family residential development consisting of between 199-208 dwelling units located within single and duplex bungalow and townhouse building types. The concept plan provided currently shows 202 units. The Property is currently undeveloped land with a grouping of ponderosa pine trees left after the 2006 Woody Fire burned this site. The property gently slopes away from Woody Mountain Road with no significant slope resources.

An applicant requesting an amendment to the Zoning Map may elect to pursue either a "Direct to Ordinance with a Site Plan" or "Authorization to Rezone with a Concept Zoning Plan" per Section 10-20.50.040.D of the Zoning Code. The Direct to Ordinance with a Site Plan process requires the applicant to submit fully developed site plans with all supporting information required for site plan review concurrently with the Zoning Map amendment application. Once the Zoning Map amendment is approved by the Council, then the applicant can proceed directly to the construction plan and building permit review. The Authorization to Rezone with a Concept Zoning Plan process allows the applicant to prepare a concept zoning plan and pursue site plan application after Council approves the Zoning Map Amendment. A Concept Zoning Plan should consist of a plan with proposed use(s), vicinity maps, context map, concept phasing, housing types if applicable and a proposed circulation map. This means that staff has not reviewed building heights, development standards, landscape plans, outdoor lighting plans, signage plans, or architectural design standards for this project in a detailed and cohesive manner. These reviews will only take place after the Zoning Map Amendment is approved. Staff does not typically encourage the use of Concept rezonings on site-specific developments such as Sky Cottages. Concept rezonings are best suited for large multi-phased developments such as Timber Sky or Canyon del Rio.

### **Key Considerations:**

A draft development agreement, attached to this report, has been prepared and continues to be negotiated throughout the review of this project. The primary purpose of this agreement is to set out roles and responsibilities regarding the following (not limited to):

- Off-site sewer modifications
- Dedication of right-of-way for Woody Mountain Road and McAllister Ranch Road
- Southbound right-turn lane at Woody Mountain Road and Patio Del Presidio
- Northbound left-turn lane at Woody Mountain Road and Patio del Presidio
- A cash contribution for the traffic signalization at the intersection of Woody Mountain Road and Route 66
- Materials management plan for enhanced recycling
- All electric units (no natural gas)
- Two on-demand electric vehicles for use by qualified residents
- Three electrical vehicle charging stations
- Bicycle parking including: 60 interior secured spaces, 60 covered secured spaces, and 6 uncovered, unsecured spaces
- Smart home automations – climate control automation
- Solar panels on a minimum of 20 units
- Pollinator friendly landscaping
- Crime Free Multi-Housing plan
- Outdoor Lighting Plan exceeding Lighting Zone 1 Zoning Code requirements

### **Community Benefits and Considerations:**

Community benefits and considerations related to this request are addressed in more detail in the attached Planning & Zoning Commission Staff Report, dated December 31, 2020.

### **Community Involvement:**

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with Arizona State Statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 1,000 feet (exceeding the minimum of 300 feet) of the site excluding rights-of-way.

The developer held two virtual neighborhood meetings using the Zoom platform regarding this case on September 21 and October 5, 2020. Both meetings included a formal presentation followed by a question and answer session. Approximately 26 public members of the public attended the first meeting and approximately 22 members of the public attended the second meeting. A Citizen Participation Report, attached, was prepared in response to the questions, comments, and concerns presented.

Comments on the project included the following topics: traffic impacts, tree resources, site grading adjacent to properties along the south property line, and the proposed density of the development.

Staff has received email comments from 11 members of the public as of the writing of this report. All are in opposition to this case. Copies of the correspondence are attached.

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**Attachments:**     [Application](#)  
                          [Legal Notice](#)  
                          [Ord. 2021-01](#)  
                          [Legal Description](#)  
                          [P&Z Commission Staff Report](#)  
                          [Concept Zone Plan Part 1 of 3](#)  
                          [Concept Zone Plan Part 2 of 3](#)

Concept Zone Plan Part 3 of 3

Project Narrative

Citizen Participation Plan

Emails from the Public

Additional Email recieved

Letter from Mountain Line

Draft Development Agreement



# 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

<b>Date Received</b>		<b>Application for Concept Zoning Map Amendment</b>		<b>File Number</b>
<b>Project Name</b> Sky Cottages				
<b>Site Address</b> 2701 S. Woody Mountain Rd.		<b>Parcel Number(s)</b> 112-01019	<b>Subdivision &amp; Lot Number</b> n/a	<b>Site Acreage</b> +/- 36.94 ac
<b>Existing Zoning District</b> Rural Residential		<b>Proposed Zoning District</b> Medium Density Residential	<b>Existing Regional Plan Area and Place Type</b> Suburban Future	
<b>Existing Use</b> Undeveloped			<b>Proposed Use</b> Bungalow Court Style Homes	
<b>Property Information:</b> <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?				
<b>Type of Zoning Map Amendment (Small, Medium, Large or Multi-Phase)</b> Large - >100 units (rezone +/- 20 acres)				

<b>Property Owner(s)</b> VP 66 & Woody Mountain, LLC		<b>Phone</b> 480-231-0814		
<b>Mailing Address</b> 2502 E. Camelback Road, No. 214, Phoenix, AZ 85016		<b>City, State, Zip</b>		<b>E-mail</b> Walter@vintagevp.com
<b>Applicant(s)</b> Vintage Partners, LLC		<b>Phone</b>		
<b>Mailing Address</b> 2502 E. Camelback Road, No. 214, Phoenix, AZ 85016		<b>City, State, Zip</b>		<b>E-mail</b>
<b>Project Representative(s)</b> Tim Kruge		<b>Phone</b> 480-305-4312		
<b>Mailing Address</b> 2502 E. Camelback Road, No. 214, Phoenix, AZ 85016		<b>City, State, Zip</b>		<b>E-mail</b> Tim@vintagevp.com

<b>Property Owner Signature (required)</b> 	<b>Date</b> 8-11-20	<b>Applicant Signature</b> 	<b>Date</b> 8-11-20
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<b>For City Use</b>			
<b>Date Filed:</b>		<b>File Number(s):</b>	
<b>P &amp; Z Hearing Date:</b>		<b>Publication and Posting Date:</b>	
<b>Council Hearing Date:</b>		<b>Publication and Posting Date:</b>	
<b>Fee Receipt Number:</b>		<b>Amount:</b>	<b>Date:</b>

<b>Action by Planning and Zoning Commission:</b>		<b>Action by City Council:</b>	
<input type="checkbox"/> Approved		<input type="checkbox"/> Approved	
<input type="checkbox"/> Denied		<input type="checkbox"/> Denied	
<input type="checkbox"/> Continued		<input type="checkbox"/> Continued	

<b>Staff Assignments</b>	<b>Planning</b>	<b>Engineering</b>	<b>Fire</b>	<b>PW/Water Services</b>	<b>Stormwater</b>
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# NOTICE OF PUBLIC HEARINGS

**NOTICE IS HEREBY GIVEN** that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, January 13, 2021, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on Tuesday, February 2, 2021 at 3:00 p.m., to consider the following:

**A. Explanation of Matters to be considered:**

A proposed amendment to the official City of Flagstaff zoning map to rezone 23.08 acres from Rural Residential (RR) with the RPO to Medium Density Residential (MR) with RPO for the purpose of constructing a 208-unit Multi-family Residential development.

The site currently consists of land owned by VP 66 & Woody Mountain LLC c/o Vintage Partners.

**B. General Description of the Affected Area:**

Approximately 23.08 acres located near the northwest corner of Route 66 and Woody Mountain Road, portion of Coconino County Assessor's Parcel Number 112-01-019, NE1/2 SE ¼ Section 19, T21N, R7E, of the G&SRM, City of Flagstaff, Coconino County, Arizona.

Planning and Zoning Commission meetings are currently being held virtually. For instructions on the virtual meetings visit the following link:

<https://www.flagstaff.az.gov/2845/Planning-Zoning-Commission>

Contact the Planning Development Manager listed for maps and information regarding the proposed amendment. The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation

Due to the COVID-19 pandemic, Council meetings may be held virtually. At the link below please refer to the posted agenda for any change to the meeting time and how to attend the meeting and submit comments:

<https://www.flagstaff.az.gov/328/Meetings>

The meetings will continue to be live streamed on the city's website:

<https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings>

**PROPOSED ZONING MAP AMENDMENT**

From Rural Residential (RR) with the Resource Protection Overlay (RPO) to Medium Density Residential (MR) with the Resource Protection Overlay (RPO) for the purpose of a Multi-family Residential development



**ADDRESS:** 2701 Woody Mountain Road  
**APN:** South portion of 112-01-019  
**ACRES:** Approximately 23.08 Acres  
City of Flagstaff  
Coconino County

**FOR FURTHER INFORMATION CONTACT**

Tiffany Antol  
Planning & Development Services  
211 West Aspen Avenue  
Flagstaff, Arizona 86001  
(928) 213-2605  
tantol@flagstaffaz.gov



Lindsay C. Schube  
Gammage & Burnham  
40 North Central Avenue, 20<sup>th</sup> Floor  
Phoenix, Arizona 85004  
(602) 256-4471  
lschube@gblaw.com

**Publish: December 29, 2020**

**ORDINANCE NO. 2021-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 23.08 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 2701 S WOODY MOUNTAIN ROAD, A PORTION OF APN 112-01-019 FROM THE RURAL RESIDENTIAL (RR) ZONE TO THE MEDIUM DENSITY RESIDENTIAL (MR) ZONE WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, Vintage Partners, LLC (“the Applicant”), has applied for a Concept Zoning Map Amendment to rezone approximately 23.08 acres of real property located within the City of Flagstaff, a legal description of which is provided in “**Exhibit A**” attached hereto and incorporated by this reference (“the Property”), from the Rural Residential (RR) zone to the Medium Density Residential (MR) zone for purposes of developing a multi-family residential development with a maximum of 208 dwelling units; and

WHEREAS, the Applicant proposes to develop the Property pursuant to the terms and conditions of this Ordinance and a Development Agreement between Applicant and the City (“Agreement”), which will be presented to the City Council through a proposed resolution at the second reading of this Ordinance; and

WHEREAS, the Applicant conducted neighborhood meetings on September 21, 2020 and October 5, 2020 to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Concept Zoning Map Amendment application, following proper notice and a hearing on January 13, 2021, and has recommended approval of the requested Zoning Map Amendment application, subject to the Applicant’s compliance with certain conditions set forth below; and

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

WHEREAS, Planning and Zoning Commission has recommended approval of the Concept Zoning Map Amendment application, subject to the conditions proposed by the Planning and Zoning Commission, and the Council has considered each of the conditions and has found each condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the current Planning Division staff and all attachments to those reports, the Applicant’s application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the proposed Concept Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

**ENACTMENTS:**

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

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

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from Rural Residential (RR) to Medium Density Residential (MR) as set forth in Exhibit A, attached hereto and incorporated by reference.

SECTION 6. That the Zoning Map Amendment be conditioned on compliance with the Development Agreement between the City of Flagstaff and the Applicant, approved by the City Council through Resolution No. 2021-06 on February 16, 2021 and that should that Development Agreement not be approved and executed that this Ordinance become null and void.

SECTION 7. That the Zoning Map Amendment be further conditioned upon the Applicant's satisfaction of the following conditions proposed by the Planning and Zoning Commission:

**CONDITIONS:**

1. The subject property shall be developed in substantial conformance with the concept zoning plan and project narrative including but not limited to the density and intensity and general layout approved by the Inter-Division Staff (IDS) on December 23, 2020 with this request except as modified herein.
2. Development of the MR zone shall be limited to the number of units (208) identified in the concept zone plan and used for the preparation of all impact analysis. There shall be no more than a 10% decrease in the total number of units identified in the concept zone plan.
3. There shall be a minimum of 13 units per net acre within the Urban Activity Center designated portion of the property. Net density will not include civic space areas, open space areas or dedicated right-of-way. All units will be counted toward this density.
4. The civic space area as shown on the Concept Zone Plan shall be a high-quality public amenity as determined by the Comprehensive Planning Manager. The area as shown shall not have a depth greater than 3 feet from the adjacent grade.

- ~~5. Vehicular and pedestrian cross access shall be preserved between the proposed residential land use within the MR zone and the future development located on the remainder of the parcel to the north. Access shall be provided at the time of development of the property to the north. The applicant can decide the location of the cross access, but the access does need to be provided with future site planning submittals.~~
6. All fencing shown along either Woody Mountain Road or McAllister Ranch Road shall be located outside of the required setback for that street frontage. Breaks in the fencing shall be provided to allow pedestrian and bicycle access to the adjacent FUTS/sidewalk at several points along both frontages in addition to vehicular driveway locations. Final pedestrian and bicycle connections shall be determined at the site plan review.
7. The front façades of the single-family 3-bedroom (two-story) units shall be redesigned to have front doors, fenestration, and porches that better incorporate walkable urban design principles and the design traditions of Flagstaff. Staff will approve an updated design at Site Plan. Comprehensive Planning review of Site Plan will be required to ensure compliance with this condition.
8. The Developer shall meet all City of Flagstaff storm water, pre vs post retention, peak flow mitigation, Low Impact Development, and rainwater harvesting requirements per the approved drainage report and approved civil construction plans as required to ensure no additional impacts to nearby downstream properties subject to frequent flooding. Pre vs post retention shall be volumetric retention for the 100-year, 24-hour storm event is required in lieu of a Drainage Impact Analysis.
9. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
10. All terms, conditions, and restrictions detailed within the “Sky Cottages at Timber Sky Development Agreement” must be fully satisfied, notwithstanding any expiration or termination of the Agreement.
11. In the event the property is rezoned and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Rural Residential (RR) in accordance with A.R.S. § 9-462.01.

SECTION 8. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 9. 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 10. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of February, 2021.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

Exhibits:  
Legal Description

LEGAL DESCRIPTION

APN: 112-01-019

EXHIBIT 'A'

A portion of that parcel of land as described in Instrument Number 3770238, Official Records of Coconino County (herein referred to as R1), lying within Section 9, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northwest corner of said parcel, from which a point on the west line of said parcel bears South 00°42'05" West, 1107.36 feet (Basis of Bearing, R1);

Thence along said west line, South 00°42'05" West, 798.35 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said west line, South 00°42'05" West, 309.01 feet;

Thence South 43°42'33" West, 785.53 feet to a point on the northerly Right-of-Way line of McAllister Ranch Road as shown on Instrument Number 3810031, Official Records of Coconino County (herein referred to as R2);

Thence along said Right-of-Way line, South 54°55'29" East, 708.84 feet (South 54°54'34" East, 708.72 per R2) to the beginning of a non-tangent curve concave to the southeast, having a radius of 93.00 feet and being subtended by a chord which bears North 66°57'32" East, 98.24 feet;

Thence leaving said Right-of-Way line, and northeasterly along said curve, 103.50 feet through a central angle of 63°45'51 to a point on the westerly Right-of-Way line of South Woody Mountain Road, and the beginning of a non-tangent curve concave to the northwest, having a radius of 5679.58 feet and being subtended by a chord which bears North 40°18'29" East 108.64 feet;

Thence along said Right-of-Way line, and northeasterly along said curve, 108.64 feet through a central angle of 1°05'46";

Thence continuing along said Right-of-Way line, North 39°45'36" East, 350.46 feet;

Thence South 50°13'40" East, 50.01 feet to a point in the centerline of said South Woody Mountain Road;

Thence continuing along said centerline, North 40°18'19" East, 261.46 feet to the beginning of a tangent curve concave to the west having a radius of 716.20 feet

Thence continuing along said centerline, and northerly along said curve, 508.05 feet through a central angle of 40°38'37";

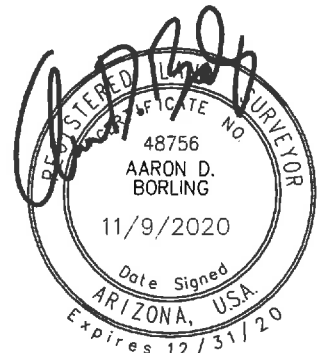
Thence continuing along said centerline, North 00°20'18" West, 256.93 feet;

Thence leaving said centerline, North 89°53'03" West, 794.41 feet to the **TRUE POINT OF BEGINNING**.

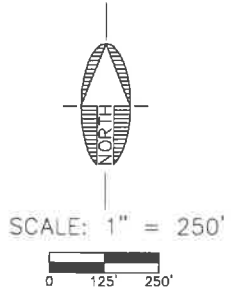
Containing 23.08 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, AZ.



# EXHIBIT 'B'



POINT OF COMMENCEMENT

W. ROUTE 66

N 85°16'49" W 782.95'

S 0°42'05" W 798.35'  
BASIS OF BEARING

REMAINDER AREA  
13.86 AC

WOODY MTN.  
CAMPGROUND

S. WOODY MOUNTAIN RD.

POINT OF BEGINNING

N 89°53'02" W 794.41'

TIMBER SKY  
INST. #3810031

S 0°42'05" W  
309.01'

N 0°20'18" W  
256.93'

SUBJECT PARCEL  
APN: 113-28-003D

AREA DESCRIBED  
23.08 AC

50'

S 43°42'33" W 785.53'

Δ=40°38'36"  
L=508.05, R=716.20

S 50°13'40" E 50.01'

N 40°18'19" E  
261.46'

PRESIDIO IN THE PINES  
CASE 9, MAP 72

W. McALLISTER RANCH RD.  
S 54°55'29" E 708.84'

L=103.50, R=93.00  
Δ=63°45'51"

N 39°45'36" E  
350.46'

TIMBER SKY  
TRACT 'ZZ'

L=108.64, R=5679.58  
Δ=1°05'46"

FILE: P:\2019\19188\SURVEY\LEGAL DESCRIPTIONS\RE-ZONE\EXHIBIT B.DWG ABORLING



Shephard Wesnitzer, Inc.

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JOB NO.	19188
DATE	NOV 20
SCALE	1"=250'
DRAWN	CNP
DESIGN	
CHECKED	ADB

SKY COTTAGES	FLAGSTAFF ARIZONA
LEGAL EXHIBIT	

SHEET	2
OF	2

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

**PUBLIC HEARING**  
**PZ-20-00153**

**DATE:** December 31, 2020  
**MEETING DATE:** January 13, 2021  
**REPORT BY:** Tiffany Antol, AICP

**REQUEST:**

Concept Zoning Map Amendment, by Vintage Partners, of approximately 23.08 acres located at 2701 South Woody Mountain Road from the Rural Residential (RR) zone to the Medium Density Residential (MR) zone. The development site is already located within the Resource Protection Overlay (RPO).

**STAFF RECOMMENDATION:**

Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Concept Zoning Map Amendment request to the City Council with a recommendation for approval with conditions.

**PRESENT LAND USE:**

The subject property ("Property") is approximately 23.08 acres of an overall 37-acre parcel generally located between East Route 66 and McAllister Ranch Road, west of Woody Mountain Road. The property is currently vacant, is partially wooded, and gently slopes from west to east. The southern portion of the property is crossed by high voltage electrical transmission lines. The 14 acres to the north (of the overall 37 acres) include approximately 2 acres at the immediate southwest corner of Route 66 and Woody Mountain Road which are located in unincorporated Coconino County and zoned General (G); the remaining 12 acres are zoned Rural Residential with the Resource Protection Overlay.

**PROPOSED LAND USE:**

The developer proposes the construction of a multi-family residential development with a maximum of 208 dwelling units at an overall maximum density of approximately 9 dwelling units per acre. Dwelling units will consist of a mixture of 1-, 2- and 3-bedroom dwelling units. The project is intended to be developed as a combination of single-story bungalow and two-story townhome style units. The development includes outdoor amenities and on-site surface parking.

**NEIGHBORHOOD DEVELOPMENT:**

See the attached area context map.

North: Vacant 14 acres zoned Rural Residential (RR) and General (G) in unincorporated Coconino County  
East: Single-family homes zoned High Density Residential (HR) (Presidio)  
South: Vacant zoned Single Family Residential (R1) (Timber Sky)  
West: Vacant zoned Medium Density Residential (MR) and High Density Residential (HR) (Timber Sky)

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**I. Project Introduction**

**A. Background/Introduction**

The applicant, Vintage Partners, is requesting a Concept Zoning Map Amendment to rezone approximately 23.08 acres of an existing 37-acre parcel from the Rural Residential (RR) zone to the Medium Density Residential (MR) zone located at 2701 South Woody Mountain Road. This amendment would allow the development of a multi-family residential development consisting of between 199-208 dwelling units located within single and duplex bungalow and townhouse building types. The concept plan provided currently shows 202 units. The Property is currently undeveloped land with a grouping of ponderosa pine trees left after the 2006 Woody Fire burned this site. The property gently slopes away from Woody Mountain Road with no significant slope resources.

An applicant requesting an amendment to the Zoning map may elect to pursue either a "Direct to Ordinance with a Site Plan" or "Authorization to Rezone with a Concept Zoning Plan" per Section 10-20.50.040.D of the Zoning Code. The Direct to Ordinance with a Site Plan process requires the applicant to submit fully developed site plans with all supporting

information required for site plan review concurrently with the Zoning Map amendment application. Once the Zoning Map amendment is approved by the Council, then the applicant can proceed directly to construction plan and building permit review. The Authorization to Rezone with a Concept Zoning Plan process allows the applicant to prepare a concept zoning plan and pursue site plan application after Council approves the Zoning Map Amendment. A Concept Zoning Plan should consist of a plan with proposed use(s), vicinity maps, context map, concept phasing, housing types if applicable and a proposed circulation map. This means that staff has not reviewed building heights, development standards, landscape plans, outdoor lighting plans, signage plans or architectural design standards for this project in a detailed and cohesive manner. These reviews will only take place after the Zoning Map Amendment is approved. Staff does not typically encourage the use of Concept rezonings on site specific developments such as Sky Cottages. Concept rezonings are best suited for large multi-phased developments such as Timber Sky or Canyon del Rio.

**B. Proposed Rezoning and Development Plan**

The developer, Vintage Partners in combination with Mosaic, is requesting rezoning approval to permit the development of a multi-family development consisting of a minimum of 199 dwelling units and a maximum of 208 dwelling units. The proposed development would consist of bungalow (single-story) and townhome (two-story) building types ranging from one- to three-bedroom units. The unit mix as shown on the concept plan includes the following:

<u>UNIT DESCRIPTION</u>	<u>NO. OF UNITS</u>	<u>PERCENTAGE</u>
1 Bed/1 Bath	100	50%
2 Bed/2 Bath	51	25%
3 Bed/2 Bath	51	25%

The minimum density requirement in the Medium Density Residential zone is 6 units per acre and the maximum density is 9 units per acre with the Resource Protection Overlay. This project at 202 units per 23.08 acres equates to 8.75 units per acre. The Zoning Code utilizes “Gross Density” where the density of a development is calculated by the total number of dwelling units divided by the total acreage of the Development Site Area. This applicant will be providing additional right-of-way for both McAlister Ranch Road (.75 acres) and Woody Mountain Road (1.16 acres). The Development Site Area after these right of way dedications (net area) will be approximately 21.17 acres in size.

Access to the development will be from Woody Mountain Road and McAllister Ranch Road creating a “primary road” through the development. In many ways the development is laid out like a conventional single-family residential neighborhood with driveways enhanced to look like streets. The residential units on the site are proposed to be developed around a centrally located amenity area that provides for both community open and civic spaces as required by the Zoning Code. Smaller open spaces areas are incorporated throughout the development. Primary amenities include a play area, event and gathering lawn, ramada, patio, fire pit, and/or sport court.

**II. Concept Zoning Plan**

On December 21, 2020, the Inter-Department Staff (IDS) deemed the application for Concept Zoning to be complete. If this rezoning is approved the applicant will need to submit for Site Plan review prior to submitting civil plans or building permits.

**A. Zoning – City of Flagstaff Zoning Code**

If this Concept Zoning Map Amendment request is approved, approximately 23.08 acres will be rezoned to the Medium Density Residential (MR) zone. Development of the site will be conditioned to the approved concept plan and a final development agreement. Any substantial change to the approved concept plan would (more than a 10% density increase/decrease or modification to any condition of approval) will require a new rezoning request and further review and approvals by the Planning and Zoning Commission and City Council. The Concept Plan provided includes the general site layout, open space and civic space areas, general circulation, general building floor plans, and elevations.

**i. Site Planning Standards**

In accordance with Section 10-30.60.030 of the Zoning Code, a site analysis was completed in conjunction with the concept plan for this project that examines the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. The slopes on the subject property are less than 17%, so buildings foundations do not need to be designed to step with the terrain. Solar orientation has been considered and the applicant has agreed to provide a minimum of 20 (3 bedroom) units with solar panels in the development agreement. The Forest Resources are addressed below as in accordance with the provisions of the Resource Protection Overlay. The placement of the units has been carefully considered to keep views and private spaces for each of the units within the proposed development.

The applicant has provided a concept plan that takes into account the key contextual influences including the sensitivity of adjacent land uses; location of property boundaries and setbacks; location of adjacent roads, driveways, pedestrian ways and bicycle facilities; location of proposed transit facilities; as well as the existing built environment.

**ii. Resource Protection**

There is a Resource Protection Overlay zone on the subject site. The Zoning Code requires 50% of the tree resources to be saved. The Zoning Code provides an incentive for the provision of at least 10% affordable units within the development that allows tree resource preservation to be reduced by 25%. A 25% reduction of 50% equates to a 37.5% preservation requirement. A conceptual Natural Resource Protection Plan (NRPP) was submitted as part of this rezoning application, which utilizes this incentive, showing approximately 37.7% of the tree resources preserved on the site. If this rezoning application is approved, an NRPP in compliance with the provision of the Zoning Code will be required as part of the Site Plan review. Staff will ensure compliance with the Zoning Code during Site Plan and Civil Plan review.

**iii. Open Space & Civic Space**

The MR zone requires 15% of the gross lot area to be Common Open Space (Table 10-40-30.030.A). A minimum of 3.46 acres of open space are required for the proposed residential project. The plans provided do not detail the quantity of open space provided but show three large expansive spaces. The two primary common areas are called the North and South Commons and provide the bulk of the amenities for the residents of the community. Only conceptual open space and amenity plans are provided with this application. Detailed plans will be reviewed as part of the Site Plan application.

Section 10-30.60.060.B.1.b of the Zoning Code requires developments with 50 or more dwelling units to provide a minimum of 5% of the site as Civic Space. This space must be accessible to the general public. A total of 1.15 acres of civic space is required for this project. The detention basin located at the northern portion of the property adjacent to Woody Mountain Road is the primary civic space within the residential project. The plans show this site as a lush green lawn designed as an amphitheater with different points of access for the larger Community. The sides of the basin are shown at a 4:1 slope with a maximum depth of 3 feet. The detention basin side slopes will not exceed a maximum of 3:1 during the final design. Only conceptual plans for this civic space are provided with this application. Detailed plans will be reviewed as part of the Site Plan application.

**iv. Pedestrian and Bicycle Circulation Systems**

Because this property is undeveloped there are no existing edge improvements along the property frontages. As part of this development the applicant will be required to install edge improvements along both McAllister Ranch Road to the south and Woody Mountain Road to the west. The edge improvements along McAllister

Ranch Road include a 5-foot parkway with a 5-foot sidewalk. Along Woody Mountain Road the development will be required to install a 5-foot parkway with a 10-foot concrete FUTS trail in place of the sidewalk. The intent is for this FUTS to meander slightly along this frontage. The FUTS along Woody Mountain Road is currently nonexistent so this will be the first portion of the intended FUTS along Woody Mountain Road. Both McAllister Ranch Road and Woody Mountain Road are designed to incorporate bike lanes.

Interior bicycle and pedestrian circulation have been provided through multiple access points from the proposed development to the adjacent streets, but also to the adjacent Timber Sky development as was originally anticipated within that development plan. As stated previously, the internal driveways have been designed to be more “street-like” which helps delineate space for both pedestrians and bicycles within the interior of the project.

**v. Compatibility and Architectural Design Standards**

Compatibility does not mean “the same as” but rather it refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories: Patterns of Development, Scale, and Continuity.

Patterns of Development include streetscapes, site relationships, signage, and landscape features. As stated previously, the proposed development has been laid out like a conventional single-family residential development with similar circulation systems. In contrast, these units will be more directly connected to the surrounding streets which will help to create an inviting entrance into the Timber Sky development.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The development as proposed does not look like a typical apartment complex, instead consisting of building types that more closely represent that of the surrounding development. The Medium Density Residential (MR) zone has a maximum building height of 35 feet like the properties directly to the east of the site. Several properties in the immediate vicinity are located within the High Density Residential (HR) zone which has a maximum building height of 60 feet. The proposed development is limited to one- and two-story building types which is like the existing development pattern in the area.

Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors. Sample elevations have been provided, but staff has yet to review the final architectural design, colors or materials, all of which will need to comply with the Architectural Design standards found in the Zoning Code.

**vi. Landscaping**

Landscaping plans are not required in conjunction with a Concept Zoning Map Amendment application. If this rezoning is approved, Staff will review the required landscape plans and ensure compliance with the Zoning Code during site plan review. At the concept plan level, staff is most concerned with ensuring adequate landscape street buffers along Woody Mountain Road (10 feet) and McAllister Ranch Road (5 feet) as well as the requirements for building foundation landscaping. The proposed building types present a unique challenge for applying building foundation landscaping because there are many small individual buildings that equate to a higher requirement for landscaping than a larger apartment building. Staff will work with the applicant during site plan review to ensure that adequate landscaping is provided for this project.

**vii. Outdoor Lighting**

The subject property is located within Lighting Zone I, which means that it is near the US Naval Observatory. Lighting Zone 1 has the highest-level standards regarding outdoor lighting and allows for a total of 25,000 lumens per acres for multi-family residential development. The applicant has provided specific standards for this

property which have been included with the development agreement. These requirements exceed the current standards for Lighting Zone 1. A lighting plan will be reviewed for compliance at the time of building permit submittal.

**viii. Parking**

Based on the requirements for market rate units, 380 parking spaces are required. The applicant proposes to use the affordable housing reduction for the “affordable units” within the development. The applicant has assumed that the affordable units (20) will be either 2- or 3-bedroom units. They would then be required to provide 1.75 parking spaces per unit rather than the 2.25 spaces for market rate. This would reduce the overall parking requirement from 380 to 370, a total reduction of 10 parking spaces. The applicant also intends to utilize the 5% reduction allowed for providing bicycle parking spaces on site as well as the allowed reduction for providing motorcycle parking on site (a one to one trade). Utilizing these incentives, the development would be required to provide a total of 346 vehicle parking spaces with 5 motorcycle spaces. The proposed development includes 346 spaces. In addition to vehicular parking the applicant is proposing and has included in the Development Agreement the provision of 3 EV charging stations (not just EV ready as the Building Code requires) and 180 bicycle parking spaces consisting of 60 indoor spaces, 60 outdoor covered space/racks, and 60 outdoor spaces/racks.

**ix. Historic/Cultural Resources**

A Cultural Resource Report has not been completed for the subject property. A report is required to be submitted and approved by the Heritage Preservation Officer prior to Site Plan approval.

**B. Public Systems Impact Analysis**

**i. Traffic/Right-of-Way Impact**

The scope of a Traffic Impact Analysis (TIA) is generally determined by the estimated peak hour trips generated by a development, per the Engineering Standards. The estimated peak hour trips for this development is 92 vehicles/hour in the a.m. and 109 vehicles/hour in the p.m. According to the Standards, a level one analysis was appropriate, requiring the consulting engineer to analyze the intersections of Woody Mountain Road and Route 66, Woodlands Village Blvd and Route 66, Woody Mountain Road and Patio Del Presidio, Woody Mountain Road and Presidio Drive, and the driveway access to the site and Presidio Drive.

Existing traffic volumes data for this project’s TIA was collected for areas where existing information was not present in early July 2020. At this time, there were governmental mandated restrictions on travel and gatherings, intended to slow the spread of the COVID pandemic. As such, the traffic counts conducted in July 2020 may be artificially low and required adjustments. In addition, traffic counts conducted in July during summer did not include school-related volumes and required adjustment.

**Transportation Improvements**

The site is bounded on the east by Woody Mountain Road and on the south by McAllister Ranch Road. Vehicular access to the site is provided from both roadways. Proposed road and edge improvements include the dedication of additional right-of-way for both Woody Mountain Road and McAllister Ranch Road. Improvements within the right-of-way include new curb, gutter, FUTS/sidewalk, and parkway along Woody Mountain Road and McAllister Ranch Road. A southbound right turn lane and a northbound two-way left turn lane at the main entrance on Woody Mountain Road will be required for the proposed multi-family residential project.

A Traffic Impact Analysis was prepared for the developer by CivTech, Inc. to demonstrate the anticipated

traffic volumes generated from the proposed development. The City Traffic Engineer reviewed the concept plan and the TIA sealed 12/21/20 and subsequently accepted the results subject to the following conditions:

1. The report indicates that a traffic signal located at the intersection of Woody Mountain Road and Route 66 is warranted in the future. The developer is obligated to pay to the City a proportional share contribution for the cost of the signal, based on the percentage of Peak Hour traffic volumes from the development compared to the projected Total Traffic Volumes, and the estimated cost of the signal. Within the appendices of the report, there is a calculation that estimates Sky Cottages peak hour volumes to be approximately 6% of the total volume at opening year (2022). The estimated cost of the traffic signal and appurtenances is equal to \$400,000.00. Therefore, the developer shall pay a proportional share of:

a. Estimated cost of the signal (\$400,000.00) times Sky Cottages peak hour traffic volumes (6%) = \$24,000.00.

2. As indicated above, a traffic signal will be warranted in the future with the anticipated traffic volumes from this development, adjacent developments, and normal expected growth rates. The actual installation of the signal shall not occur until such time as the signal is warranted, as determined by the Arizona Department of Transportation (ADOT) and the City of Flagstaff.

The project site is not currently serviced by transit. This area is identified in the Flagstaff Area Regional Land Use and Transportation Plan for future service. The applicant has discussed the possibility of extending service to the subject site in partnership with the local transit authority, but no official agreement is in place to service the property at this time.

Pedestrian and bicycle access to the subject property is limited. There are currently no sidewalks along Route 66 in the vicinity of this project. Bike lanes are provided along Woody Mountain Road up to Route 66 but only a striped shoulder exists on Route 66 to Woodlands Village Boulevard. It is possible for both pedestrians and bicycles to gain access through the Presidio in the Pines development into Boulder Pointe and beyond.

ii. **Water and Wastewater Impact**

A Water and Sewer Impact Analysis (WSIA) was completed by the City on June 1, 2018. The proposed development is located within the City of Flagstaff urban growth boundary and can be served by City water and sewer utilities. Currently there is no infrastructure in the ground on-site to support this development, so all on-site sewer and water systems will have to be designed and built. No off-site water or sewer improvements will be required. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

**Water**

A Water and Sewer System Analysis was prepared on behalf of the City. The main source of water for this site is a 12-inch diameter Zone A+ waterline located in Woody Mountain Road. This line extends from Route 66 to the Presidio in the Pines subdivision along the eastern boundary of the subject property within existing right-of-way. The existing Zone A+ waterlines are fed by the Railroad (RR) Springs tank and a booster pump located in Railroad Springs Subdivision.

Three connections will need to be made to the existing 12-inch main to provide water for the proposed development on the subject property. A looped water system will be required for the development of this

site. The proposed water main extensions that will serve as the backbone infrastructure for the proposed development are made up of 8-inch waterlines. Water line stub outs for future connectivity to adjoining parcels on the west side of the subject property will need to be provided as well.

### **Wastewater**

The Water and Sewer System Analysis identified two connection points to the City sewer system. The nearest sewer lines are located along Woody Mountain road. There are two 8-inch diameter PVC sewer lines located along the southeastern border of the subject property. The Rio De Flag Wastewater Treatment Plant, which is currently operating below maximum capacity, will treat all sewage collected in these lines. Connection to the existing 10-inch diameter sewer line in West Highway 66 is proposed for development of the subject site. The existing 10-inch trunk line does not have enough capacity to convey all anticipated sewage flows generated by this site. The proposed development will be required to extend public sewer lines adequate to carry all anticipated contributory flows generated by the future residents of this project, as well as any potential flows from upstream sources. Approximately 5,500 feet of existing sewer line will need to be upsized to handle the additional flow created by this project.

### **iii. Stormwater Analysis**

The development of the subject project is proposing on-site, pre vs post, volumetric mitigation in lieu of a Drainage Impact Analysis. The proposed stormwater management design will provide surface retention to not increase the volume of pre-development flows off-site. Basin will also provide peak flow mitigation of post development flow rates to at or below pre-development flow rates. LID requirements will be met per City standards. The Stormwater Manager has provided preliminary acceptance of the proposed on-site mitigation and LID methods. This particular area has been the focus of drainage related issues. A potential regional drainage solution has been proposed on the property to east of the subject property. To date this regional drainage solution has not been finalized or constructed and potential issues remain for downstream residents, including Wildwood Hills Mobile Home Park.

## **III. Zoning Map Amendment Findings**

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

Zoning Map Amendments shall be evaluated based on the following findings:

### **A. Finding #1:**

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

#### **i. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary**

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In the case of any conflict between

the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods which provide the framework for the density, intensities, and mix of uses within the area types.

The north approximately 7.85 acres of the proposed development are designated as Future Urban area type within a Neighborhood Urban Activity Center pedestrian shed, the remaining approximate 15.23 acres are designated as Future Suburban and are not located within an activity center or pedestrian shed on the Plan's Future Growth Illustration.

Neighborhood Urban Activity Centers are intended to be smaller, mixed-use centers at intersections of Circulation Corridors and Access Roads with access to surrounding neighborhoods, providing local goods and services, public spaces that serve residents, and providing transit and FUTS access. The City's desired Urban Activity Center Characteristics include a density of 13+ units per acre providing a wide variety of housing choices from medium to high density. The concept zoning plan shows approximately 71 units in this location with over an acre of publicly accessible civic space and over an acre of open space with amenities reserved for residents of the site. The Comprehensive Planning Manager has concurred that net (remaining acreage after the removal of civic space, opens space and right-of-way dedications) density may be considered to achieve the minimum density of 13+ units per acre because centrally located civic space within an activity center furthers the goals and policies of the Regional Plan.

Suburban areas are intended to have medium to low densities of people, residences, jobs, and activities; the streets and sidewalks vary in pattern; the area is drivable to access homes and jobs, yet walkable by special pedestrian facilities such as FUTS trails; some services and goods are available to the residents; and the area may have access to public transportation. The City's desired Suburban Neighborhood Characteristics include a density of 2-13 units per acre, low-rise apartments (generally accepted as three-story maximum), and open spaces used for passive recreation. The remainder of the site complies with these characteristics with approximately 8 units per acre.

ii. **Applicable General Plan Goals and Policies**

As part of its review, staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. These goals and policies are located in an attachment to this report and within the developer's narrative. The following is a discussion of how the project generally meets or conflicts with goals and policies in each chapter.

a. **Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)**

In accordance with Goal E&C.2 and E&C.3, the applicant is trying to encourage the reduction of greenhouse gas emissions through the provision of smart home technologies, electric vehicle charging stations, the provision of two electric vehicles for resident use, and the provision of abundant bicycle parking on site. The site, however, is not currently served by transit and has limitations for both bicycle and pedestrian connectivity to commercial supporting services.

In accordance with Goal E&C.5, the applicant has made considerable effort to provide a detailed plan for outdoor lighting on the site even though that information is not required at this time. The applicant has relied on the local expertise for best practices for lighting a multi-family residential development in the most restrictive lighting zone. The plan will reduce the impacts of lighting from the development impacting other uses in the area.

**b. Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management, and Water Quality)**

As shown on Map 21 and referenced in Policy WR.4.3., “Development requiring public utility services will be located within the Urban Growth Boundary.” The Property is located within the Urban Growth Boundary. There is existing water infrastructure in Woody Mountain Road that can support the proposed development. The existing sewer infrastructure available to serve the Property is at capacity and will need to be increased in size in order to accommodate the proposed development. These improvements will be required prior to the occupancy of the project. The proposed development complies with the findings of the Drainage Impact Analysis discussed in the Public Systems Impact Analysis section of this report.

**c. Efficient Use of Energy Goals and Policies**

Policy E.1.4 promotes cost-effective, energy-efficient technologies and design in all new buildings for residential construction. The project proposes to include smart home technologies to increase energy efficiency as described in the development agreement. Many of these features are also required by code and are now standard construction practice. Policy E.2.4 encourages small-scale renewable energy production and use on the local level on appropriate residential parcels. The applicant has indicated their willingness to provide solar panels on 20 of the 208 possible units on the property. These units would consist of the individual 3-bedroom units with the greatest solar access on site.

**d. Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)**

Policy CC.1.1 aims to preserve the natural character of the region and includes the preservation of stands of ponderosa pines. The Natural Resource Protection Plan indicates that approximately 37% of the tree resources will be retained. The code requires 50% of the tree resources to be saved for market rate projects but as an incentive for providing affordable units allows a 25% reduction. The trees to be preserved are shown generally dispersed throughout the site.

Goal CC.3 aims to preserve, restore, enhance, and reflect the design traditions of Flagstaff. Specifically, policies CC.3.1 and CC.3.3 discuss the desired design of buildings and their relationship to their context. Staff does not believe that the design of the two-story, 3-bedroom units on the property meet these goals because they lack pedestrian orientation in the design of the front façade and entrance location and type. The carports impact the bulk and mass of the building, they do not have front doors oriented to the internal sidewalks, and the windows are not balanced along the front façade. As such this building type does not meet the design traditions of Flagstaff or the Regional Plan goals and policies for pedestrian oriented design. All the two story, 3-bedroom units are internal to the project and abut the open space areas within the development. The remaining single-story units are designed in compliance with the Regional Plan goals and policies.

Policy CC.4.1 states streetscapes are to be context sensitive and transportation systems are to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs. As part of this development, the applicant will be providing the necessary right-of-way for McAllister Ranch Road and Woody Mountain Road in accordance with the road classifications as shown in the Regional Plan. In addition to right-of-way, the applicant will be required to provide edge improvements consisting of parkways and sidewalks/FUTS as called for in the Regional Plan. The internal driveways have been designed to incorporate features of typical public streets such as sidewalks and landscaping to ensure compliance with the Regional Plan goals and policies regarding block sizes and urban street layout design.

e. **Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)**

The proposed development is on a vacant infill parcel. The development of the infill parcel includes the required civic space, open space, and pedestrian amenities, including the portion of FUTS along the street frontage.

The developer has met with nearby residents and property owners. The Citizen Participation Report, required as part of the rezoning application and prepared by the developer, outlines the specific details of these efforts. Policy LU.1.11 calls for collaboration between a developer, residents, and property owners in existing neighborhoods where redevelopment and reinvestment is proposed so that they are included, engaged, and informed.

Policy LU.1.3 promotes reinvestment at the neighborhood scale to include infill of vacant parcels, redevelopment of underutilized properties, aesthetic improvements to public spaces, remodeling of existing buildings and streetscapes, maintaining selected appropriate open spaces, and programs for the benefit and improvement of the local residents. The Regional Plan suburban infill projects that propose multi-family development in the pedestrian shed of activity centers adjacent to public transit routes and a complete FUTS trail system. This project provides a transition between the suburban and urban environments by creating a mix of the multifamily functionality with a single family or bungalow design aesthetic in a manner compliant with the intent of these Regional Plan goals and policies (LU.10.6).

Staff has concerned about the connectivity of the site for bicycles, pedestrians and vehicle in context of the future area and place types designated in the Future Growth Illustration. Page IX-35 of the Regional Plan shows that within an urban area type, the block size should be 300 x 600 or 300 x 300 with consideration for topography and other barriers. The lack of vehicular connections oriented to the north is not consistent with this area type characteristic. Staff has included a condition to require at least one vehicular connection to potential commercial services to the north, so residents can access this area without going onto the collector or arterial system. This is especially important in consideration of LU.10.10 which supports future activity centers emulate gridded street system rather than suburban circulation which drives all traffic from local, to collector to arterial level streets. Also, in the urban context of the northern part of the site, the pedestrian and vehicular access should have the same level of connectivity. By contrast, Suburban activity centers call for a separation with more frequent pedestrian connections between roads is the desired pattern. Policy LU.13.9 promotes the use of open space and FUTS trails to provide walking and biking links. While the proposed FUTS contributes to this policy, it does not connect to a FUTS at either end.

The proposed development will provide the community with additional medium density market rate units (described by the applicant as affordable workforce units) and 20 affordable housing units limited to individuals who make no more than 80% of the Area Median Income (AMI) of Flagstaff.

f. **Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)**

The proposed development will construct a portion of the FUTS along Woody Mountain Road, although the FUTS is not complete in this area and will not connect with other FUTS sections in the area. The Property is not currently served by transit although it has been identified to be served in the future as resources allow. A transit stop location is reserved as part of the turn lane into the project. These improvements do help promote the use of public transportation and bicycling as stated in Policy T.1.6: "Provide and promote strategies that increase alternate modes of travel and demand for vehicle travel to reduce peak period traffic."

**g. Neighborhoods, Housing, and Urban Conservation**

Goal NH.3 of the Regional Plan speaks to the desire to make available a variety of housing types at different price points to provide housing opportunities for all economic sectors. The units proposed for affordable housing will permanently serve residents earning 80% of the area median income or less. For a single individual, that annual income limit is currently \$39,200. Flagstaff Housing staff has identified a need for one-bedroom units to help fill a need in the community. The applicant is proposing to offer (10) two- and (10) three-bedroom units as the affordable units.

The Regional Plan also aims to have compatible infill projects, specifically in Goal NH.6. The developer states that they choose the Medium Density Residential (MR) zoning district instead of the High Density Residential (HR) zone to blend new and existing buildings. Staff agrees that the allowable building height of 35 feet is appropriate given the existing single-family structures in the surrounding area.

**B. Finding #2**

To meet the finding the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"), and will add to the public good as described in the General Plan.

Staff believes that the proposed project will not be detrimental to the public health, safety, or welfare so long as it is developed in accordance with all codes and requirements.

The applicant has identified the following Community Benefits and Public Good:

- i. The development will provide affordable workforce housing at an appropriate density (note: there are no restrictions on the rental rate developer may charge for the units,
- ii. The development supports community interaction,
- iii. The development conserves the natural environment and resources
- iv. The development provides extensive active and passive open spaces, civic space, and recreational and social opportunities,
- v. The development provides connection to the FUTS and is consistent with the surrounding area. (note: this FUTS connection is part of an incomplete network currently)

Staff identifies the community benefit of this project includes contributions to the improvement of the overall transportation system, improvements to the existing sewer system that will support the greater area and not just the proposed development, the provision of 20 affordable housing units, sustainability managed resources including enhanced recycling efforts, the provision of electric vehicles for tenants, the use of solar on the property, and the use of smart home technologies. Staff believes that the project intends to contribute to the community by exceeding the basic requirements of the Zoning Code and providing resources that will support the greater community as well as mitigate impacts of the proposed development.

**C. Finding #3**

To meet the finding the affected site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development with the improvements as identified in this report. The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analysis for the site.

#### **IV. Development Agreement**

A draft development agreement, attached to this report, has been prepared and continues to be negotiated throughout the review of this project. The primary purpose of this agreement is to set out roles and responsibilities regarding the following (not limited to):

- Off-site sewer modifications
- Dedication of right-of-way for Woody Mountain Road and McAllister Ranch Road
- Southbound right-turn lane at Woody Mountain Road and Patio Del Presidio
- Northbound left-turn lane at Woody Mountain Road and Patio del Presidio
- A cash contribution for the traffic signalization at the intersection of Woody Mountain Road and Route 66
- Materials management plan for enhanced recycling
- All electric units (no natural gas)
- Two on-demand electric vehicles for use by qualified residents
- Three electrical vehicle charging stations
- Bicycle parking including: 60 interior secured spaces, 60 covered secured spaces, and 6 uncovered, unsecured spaces
- Smart home automations – climate control automation
- Solar panels on a minimum of 20 units
- Pollinator friendly landscaping
- Crime Free Multi-Housing plan
- Outdoor Lighting Plan exceeding Lighting Zone 1 Zoning Code requirements

#### **V. Citizen Participation**

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with Arizona State Statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 1,000 feet (exceeding the minimum of 300 feet) of the site excluding rights-of-way.

The developer held two virtual neighborhood meetings using the Zoom platform regarding this case on September 21 and October 5, 2020. Both meetings included a formal presentation followed by a question and answer session. Approximately 26 public members of the public attended the first meeting and approximately 22 members of the public attended the second meeting. A Citizen Participation Report, attached, was prepared in response to the questions, comments, and concerns presented. Comments on the project included the following topics: traffic impacts, tree resources, site grading adjacent to properties along the south property line, and the proposed density of the development.

Staff has received email comments from 10 members of the public as of the writing of this report. All are in opposition to this case. Copies of the correspondence are attached.

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#### **RECOMMENDATION:**

Staff believes that the proposed Zoning Map amendment is in substantial conformance with the required findings and recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation approving an

amendment to the Zoning Map for 23.08 acres from the Rural Residential (RR) zone to the Medium Density (MR) zone, subject to the following conditions:

1. The subject property shall be developed in substantial conformance with the concept zoning plan and project narrative including but not limited to the density and intensity and general layout approved by the Inter-Division Staff (IDS) on December 23, 2020 with this request except as modified herein.
2. Development of the MR zone shall be limited to the number of units (208) identified in the concept zone plan and used for the preparation of all impact analysis. There shall be no more than a 10% decrease in the total number of units identified in the concept zone plan.
3. There shall be a minimum of 13 units per net acre within the Urban Activity Center designated portion of the property. Net density will not include civic space areas, open space areas or dedicated right-of-way. All units will be counted toward this density.
4. The civic space area as shown on the Concept Zone Plan shall be a high-quality public amenity as determined by the Comprehensive Planning Manager. The area as shown shall not have a depth greater than 3 feet from the adjacent grade.
5. Vehicular and pedestrian cross access shall be preserved between the proposed residential land use within the MR zone and the future development located on the remainder of the parcel to the north. Access shall be provided at the time of development of the property to the north. The applicant can decide the location of the cross access, but the access does need to be provided with future site planning submittals.
6. All fencing shown along either Woody Mountain Road or McAllister Ranch Road shall be located outside of the required setback for that street frontage. Breaks in the fencing shall be provided to allow pedestrian and bicycle access to the adjacent FUTS/sidewalk at several points along both frontages in addition to vehicular driveway locations. Final pedestrian and bicycle connections shall be determined at the site plan review.
7. The front façades of the single-family 3-bedroom (two-story) units shall be redesigned to have front doors, fenestration, and porches that better incorporate walkable urban design principles and the design traditions of Flagstaff. Staff will approve an updated design at Site Plan. Comprehensive Planning review of Site Plan will be required to ensure compliance with this condition.
8. The Developer shall meet all City of Flagstaff storm water, pre vs post retention, peak flow mitigation, Low Impact Development, and rainwater harvesting requirements per the approved drainage report and approved civil construction plans as required to ensure no additional impacts to nearby downstream properties subject to frequent flooding. Pre vs post retention shall be volumetric retention for the 100-year, 24-hour storm event is required in lieu of a Drainage Impact Analysis.
9. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
10. All terms, conditions, and restrictions detailed within the “Sky Cottages at Timber Sky Development Agreement” must be fully satisfied.
11. In the event the property is rezoned and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Rural Residential (RR) in accordance with A.R.S. § 9-462.01.

**Attachments:**

- Application
- Legal Notice
- Legal Descriptions
- Concept Zone Plan
  - Cover Sheet
  - Overall Site Plan
  - Overall Perspective

- Circulation Diagram
- Detention Basin Civic Space
- Detention Basin Aerial Perspective
- North Commons
- South Commons
- McAllister Ranch Street Section
- Bungalows Cluster Plan
- 3-Bd Unit Cluster Plan
- 1-BD Unit Floor Plan
- 1-BD Unit Elevation
- 2-BD Unit Floor Plan
- 2-BD Unit Elevation
- 3-BD Unit Floor Plan
- 3-BD Unit Elevation
- Bungalow Exterior View
- Bungalow Courtyard View
- Living Space View
- 3-BD Unit Exterior View
- Woody Mountain Streetscape View (1)
- Woody Mountain Streetscape View (2)
- Concept Plan
- Resource Protection Plan
- Fire Access Plan
- Site Analysis
- Context Analysis Map
- Vicinity Map
- Vicinity Map with Aerial
- Project Narrative & Regional Plan Analysis
- Citizen Participation Report
- Emails/letter from the Public
- Letter from Mountain Line regarding Transit Services

**PROJECT OWNER:**

VINTAGE PARTNERS 2.0, LLC.  
CONTACT: TIM KRUGE  
2502 E. CAMELBACK ROAD, STE. 214  
PHOENIX, AZ 85016  
(480) 305-4312

**PROJECT DEVELOPER:**

VP 66 & WOODY MOUNTAIN, LLC.  
CONTACT: WALTER CRUTCHFIELD  
2502 E. CAMELBACK ROAD, STE. 214  
PHOENIX, AZ 85016  
(480) 231-0814

**PROJECT ENGINEER:**

SHEPARD WESNITZER INC.  
CONTACT: STEPHEN C. IRWIN  
110 WEST DALE AVE  
FLAGSTAFF, AZ 86001  
(928) 773-0354

**PROJECT BUILDER:**

MOSAIC BUILDING GROUP  
CONTACT: YONATAN COHEN & ALEX POLLACK  
(480) 518-5980

**PROJECT LANDSCAPE ARCHITECT:**

NORRIS DESIGN  
CONTACT: AARON HAYNE, LEED, AP  
6 EAST ASPEN AVE  
FLAGSTAFF, AZ 86001  
(928) 233-3021

**PROPERTY INFORMATION:**

APN#: 112-01-019 (±36.94 AC)  
2701 S. WOODY MOUNTAIN ROAD  
FLAGSTAFF, AZ 86001  
CITY OF FLAGSTAFF ZONING: RURAL RESIDENTIAL (±35 AC)  
COCONINO COUNTY ZONING: G - GENERAL - 10 AC. MIN.  
(NORTHEAST ±2 AC)  
PROPOSED ZONING: MEDIUM DENSITY RESIDENTIAL (MR)  
PROPOSED BUILDING TYPE: BUNGALOW COURT STYLE-HOMES

**PROJECT ATTORNEY:**

GAMMAGE & BURNHAM ATTORNEYS AT LAW  
CONTACT: LINDSAY SCHUBE  
140 N. CENTRAL AVE, 20TH FLOOR  
PHOENIX, AZ 85004  
(602) 256-4471

# CONCEPT ZONE PLAN FOR SKY COTTAGES FLAGSTAFF, ARIZONA

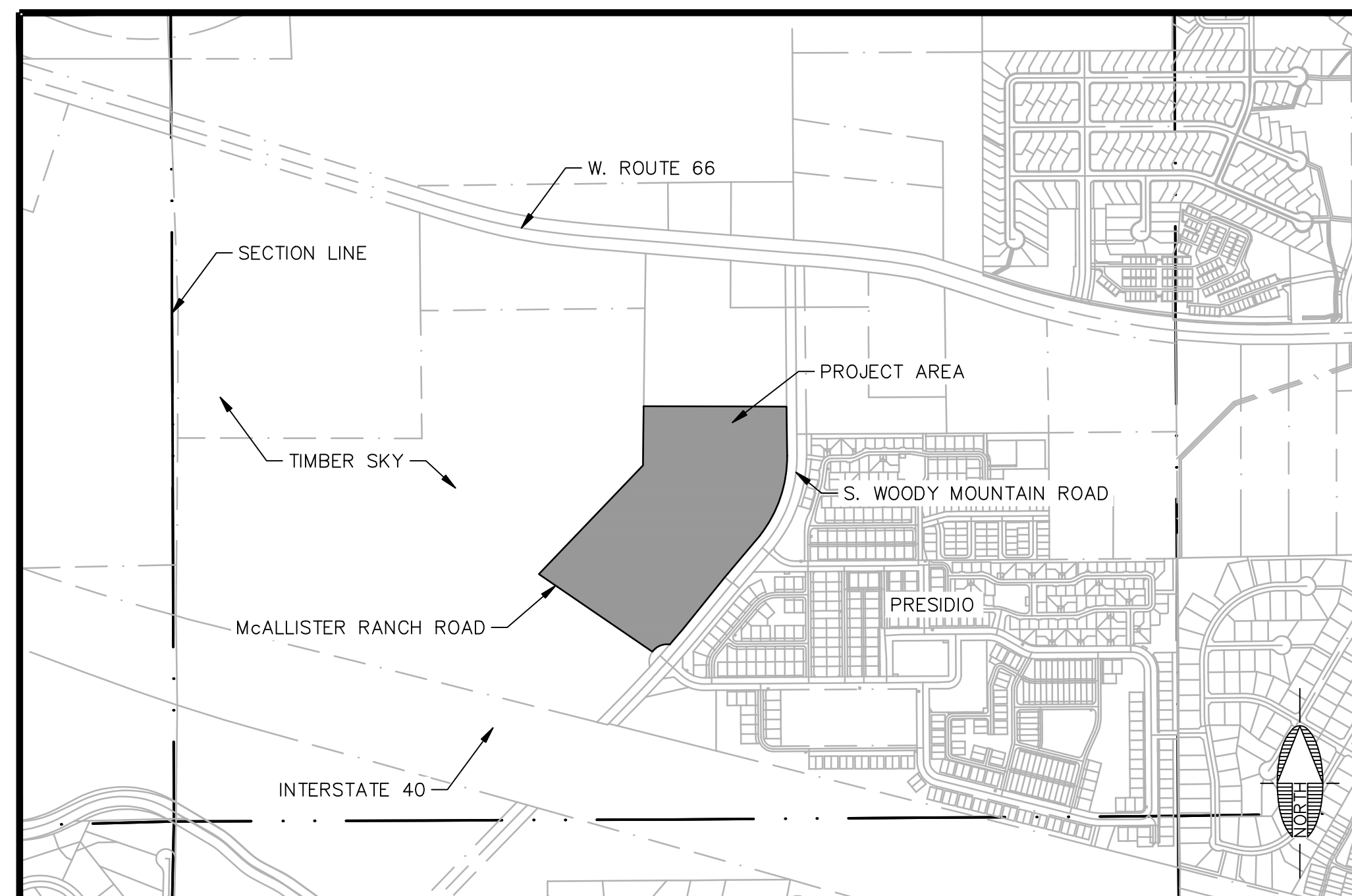
LOCATED IN SECTION 19, TOWNSHIP 21 NORTH,  
RANGE 7 EAST, GILA AND SALT BASE AND  
MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

**ENTIRE PARCEL BREAKDOWN:**  
TOTAL PARCEL GROSS ACREAGE: 36.94 AC  
GROSS ACREAGE FOR SKY COTTAGES: 23.08 AC  
WOODY MTN ROW: 1.16 AC  
MCCALLISTER ROW: 0.75 AC  
NET SKY COTTAGE: 21.17 AC  
GROSS ACREAGE FOR NORTH SITE: 13.86 AC

**SKY COTTAGES:**  
URBAN GROSS ACREAGE = 7.85 AC  
URBAN GROSS DENSITY = 71 DU / 7.85 AC = 9.04 DU/AC  
URBAN DENSITY, EXCLUDING CIVIC SPACE = 71 DU / 6.64 AC = 10.69 DU/AC  
SUBURBAN GROSS ACREAGE = 15.23 AC  
SUBURBAN GROSS DENSITY = 131 DU / 15.23 AC = 8.60 DU/AC

REQUIRED OPEN SPACE (15%) = 3.46 AC  
REQUIRED CIVIC SPACE (5%) = 1.15 AC  
TOTAL REQUIRED OPEN / CIVIC SPACE = 4.61 AC  
PROVIDED OPEN SPACE = 5.66 AC  
PROVIDED CIVIC SPACE = 1.21 AC  
TOTAL PROVIDED OPEN / CIVIC SPACE = 6.87 AC

SHEET INDEX	
SHT NO.	SHEET TITLE
1	COVER
2	OVERALL SITE PLAN
3	OVERALL PERSPECTIVE
4	CIRCULATION DIAGRAM
5	DETENTION BASIN / CIVIC SPACE
6	DETENTION BASIN AERIAL PERSPECTIVE
7	NORTH COMMONS
8	SOUTH COMMONS
9	MCCALLISTER RANCH STREET SECTION
10	BUNGALOWS CLUSTER PLAN
11	3-BD UNIT CLUSTER PLAN
12	1-BD UNIT FLOOR PLAN
13	1-BD UNIT ELEVATION
14	2-BD UNIT FLOOR PLAN
15	2-BD UNIT ELEVATION
16	3-BD UNIT FLOOR PLAN
17	3-BD UNIT ELEVATION
18	BUNGALOW EXTERIOR VIEW
19	BUNGALOW COURTYARD VIEW
20	LIVING SPACE VIEW
21	3-BD UNIT EXTERIOR VIEW
22	WOODY MTN STREETScape VIEW (1)
23	WOODY MTN STREETScape VIEW (2)
24	CONCEPT PLAN
25	FIRE ACCESS PLAN
26	RESOURCE PROTECTION PLAN
27	SITE ANALYSIS
28	CONTEXT ANALYSIS MAP
29	1,000 FT BUFFER PARCELS (1)
30	1,000 FT BUFFER PARCELS (2)
31	1,000 FT BUFFER MAP
32	VICINITY MAP
33	VICINITY MAP WITH AERIAL



**VICINITY MAP**  
N.T.S.

**LEGEND**

--- --	ROW	---	EX. LOT LINE
---	EASEMENT	---	EX. EASEMENT
---	PROPOSED SEWER SERVICE	---	EX. INTERMEDIATE CONTOUR
---	PROPOSED WATER SERVICE	---	EX. INDEX CONTOUR
---	STORM DRAIN PIPE	---	EX. WATER LINE
---	LOT BOUNDARY	---	EX. SEWER LINE
☼	FIRE HYDRANT	---	EX. GAS
W	WATER METER	---	EX. STORM DRAIN
●	SEWER MANHOLE	---	EX. UNDERGROUND UTIL.
●	STORM DRAIN MANHOLE	---	EX. OVERHEAD UTIL.
→	DRAINAGE ARROW	---	EX. SIGNAGE
		---	EX. ROAD STRIPING
		---	EX. LIGHT POLE

**Unit Count**  
Total 1A BR units = 40 units  
Total 1B BR units = 60 units  
Total 2 BR units = 51 units  
Total 3 BR units = 51 units  
Total unit count = 202 units

**Parking Calculations**  
Total 1A BR units = 40 units \* 1.5 spaces = 60  
Total 1B BR units = 60 units \* 1.5 spaces = 90  
Total 2 BR units = 51 units \* 2.25 spaces = 114.75  
Total 3 BR units = 51 units \* 2.25 spaces = 114.75  
Overall total required parking spaces without incentives = 379.50 =>380 spaces

Total provided surface parking spaces = 220 (including 17 ADA)  
Total provided car port spaces = 102  
Total provided on-street parking spaces = 24  
Overall total provided parking spaces = 346 spaces

**Affordable Housing Incentive:**  
Assuming 10% affordable units (20 units) and assuming all affordable units are 2-3 bedroom units:  
Total 1A BR units = 40 units \* 1.5 spaces = 60  
Total 1B BR units = 60 units \* 1.5 spaces = 90  
Total 2 BR units (affordable) = 10 units \* 1.75 spaces = 17.5  
Total 3 BR units (affordable) = 10 units \* 1.75 spaces = 17.5  
Total 2 BR units = 41 units \* 2.25 spaces = 92.25  
Total 3 BR units = 41 units \* 2.25 spaces = 92.25  
Overall total required parking spaces = 369.5 =>370 spaces

**Bike Parking Incentive:**  
Reduce required parking by 5% maximum (380 x 5% = 19 spaces)  
Overall total required parking spaces = 351 spaces

**Motorcycle Parking Incentive:**  
Reduce required parking by 1 regular space for 1 motorcycle space every 25 regular spaces provided  
A reduction of 5 regular parking spaces has been applied with the provision of 5 motorcycle spaces  
Overall total required parking spaces = 346 spaces  
\*\* Motorcycle spaces will be shown during the site plan review process.

Overall total required parking spaces with incentives = 346 spaces  
Overall total provided parking spaces = 346 spaces

**PRELIMINARY**  
NOT FOR CONSTRUCTION,  
BIDDING OR RECORDING

# OVERALL SITE PLAN

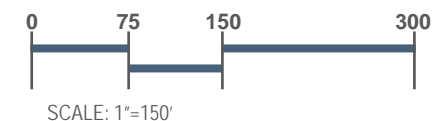


## KEY

- ① DETENTION BASIN  
NATURAL TURF MULTI-PURPOSE  
PLAY FIELD
- ② NORTH COMMONS
- ③ SOUTH COMMONS

## FLOORPLANS

- 1BR-A
- 1BR-B
- 2BR
- 3BR





**SKY COTTAGES**  
at **TIMBER SKY**



PZ-20-00153



**GAMMAGE  
BURNHAM**  
Attorneys at Law













SHEET NAME:  
OVERALL  
PERSPECTIVE

SHEET NO.  
3 of 33



**LEGEND**

-  Civic Open Space
-  General Open Space
-  Sky Cottages at Timber Sky
-  6' Detached Concrete Walk  
Internal Vehicular and Pedestrian Connection
-  5' Detached Concrete Walk
-  Internal Pedestrian Connection
-  Internal Vehicular Connection
-  FUTS Trail - Paved (10')
-  FUTS Loop Trail - Unpaved (10' Meandering)
-  FUTS Trail - By Others



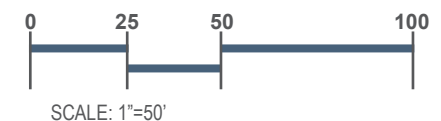
SCALE: NTS

# DETENTION BASIN / CIVIC SPACE



## KEY

- ① NATURAL TURF / MULTI-PURPOSE PLAY FIELD / DETENTION BASIN (3' DEPTH)
- ② CONCRETE WALK
- ③ FUTS TRAIL
- ④ PERENNIAL GARDEN
- ⑤ SEAT WALLS TO RETAIN GRADE
- ⑥ ADA ACCESS
- ⑦ STAIRCASE
- ⑧ BENCH



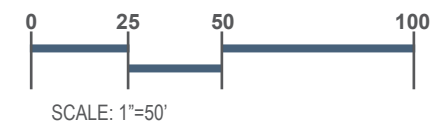


# NORTH COMMONS



## KEY

- ① CONCRETE LOOP TRAIL
- ② DECOMPOSED GRANITE PATH
- ③ PERENNIAL GARDEN
- ④ SYNTHETIC TURF MULTI-PURPOSE PLAY FIELD
- ⑤ SHRUB BED AND/OR UNDISTURBED FOREST FLOOR
- ⑥ PLAYGROUND
- ⑦ RAMADA
- ⑧ BENCH
- ⑨ STEPS DOWN TO FIELD
- ⑩ EXISTING PONDEROSA PINE TREES

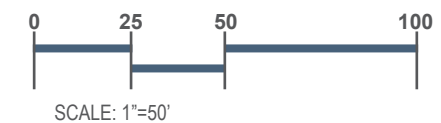


# SOUTH COMMONS

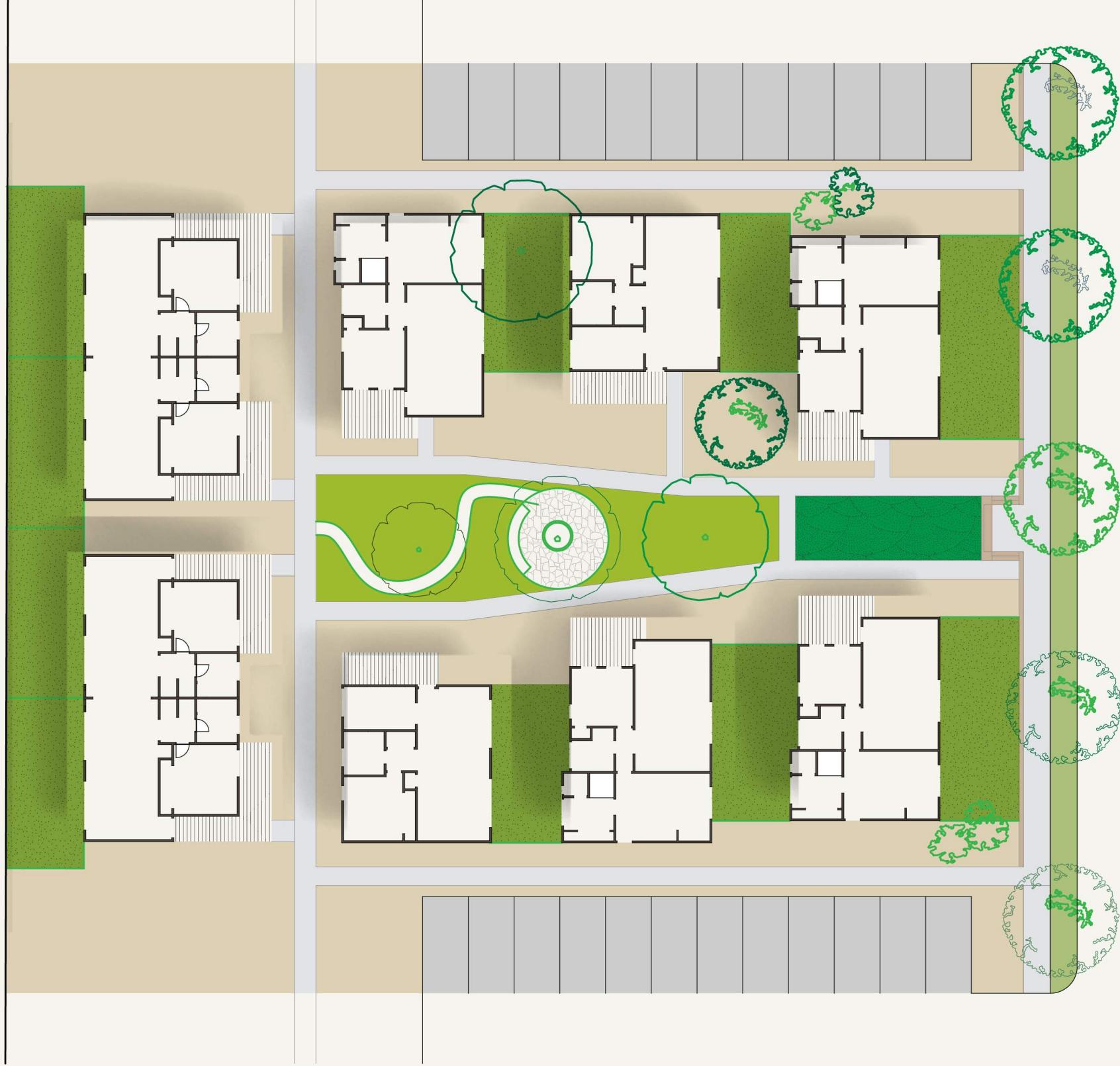


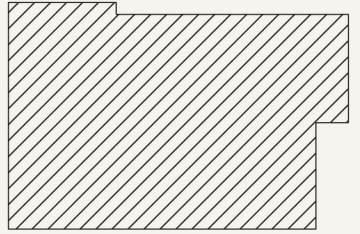
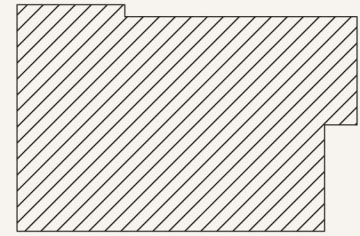
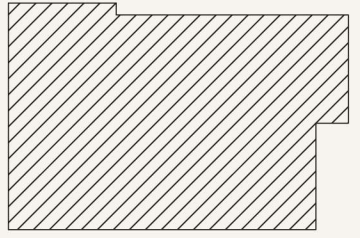
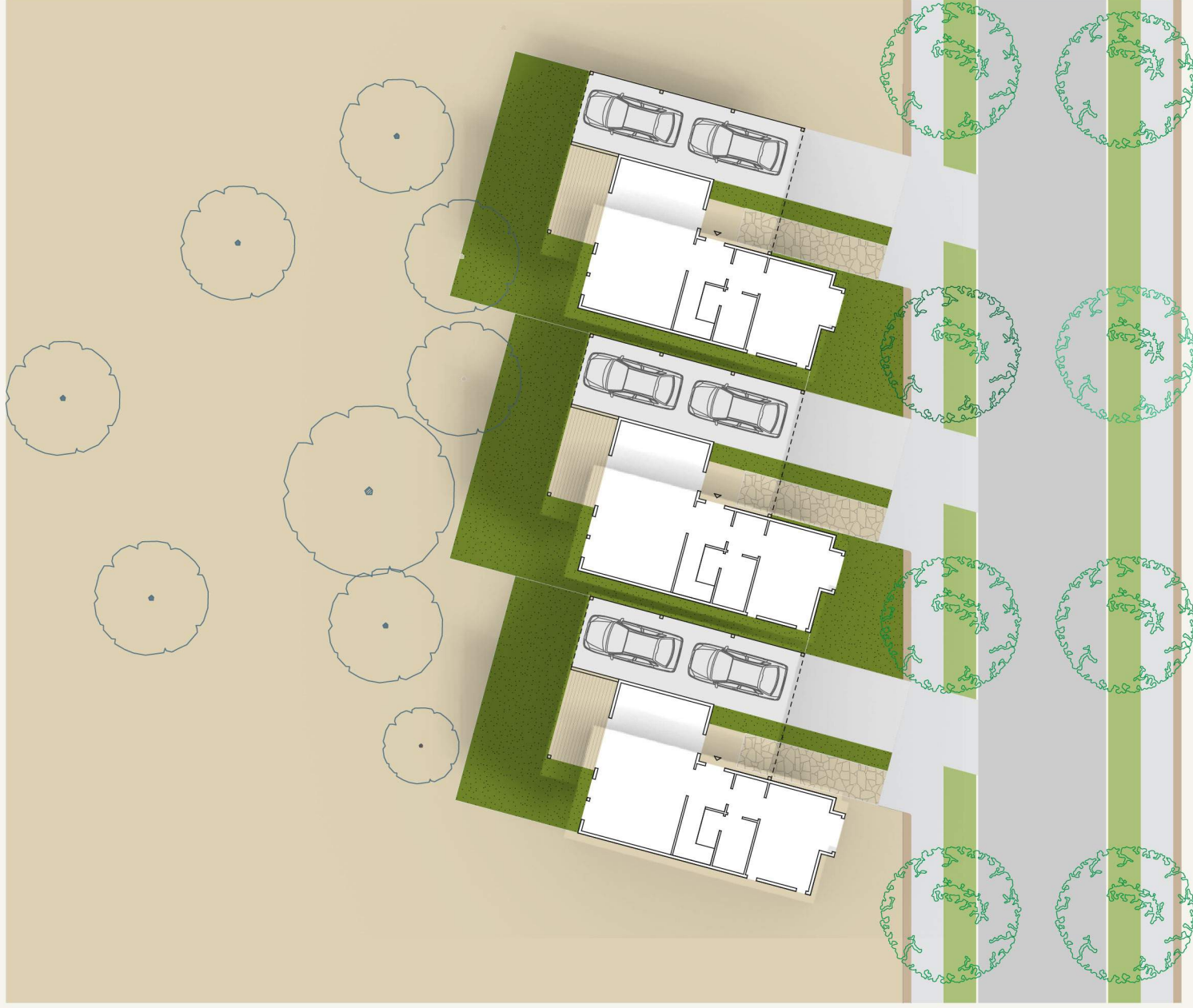
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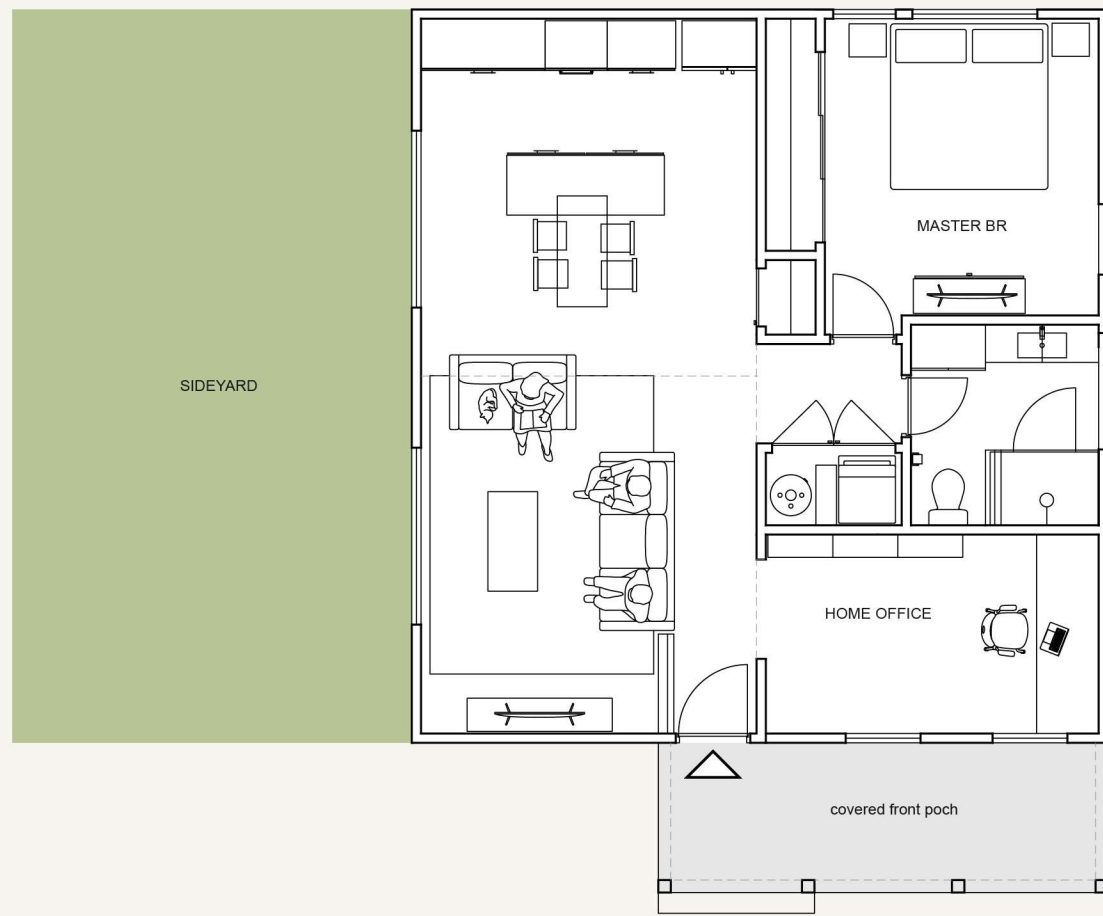
- 1 DOG PARK
- 2 4-RAIL WOOD FENCE WITH WIRE MESH
- 3 CONCRETE WALK
- 4 DECOMPOSED GRANITE PATH
- 5 SHRUB BED AND/OR UNDISTURBED FOREST FLOOR
- 6 SHADE STRUCTURE
- 7 BENCH
- 8 EXISTING PONDEROSA PINE TREES



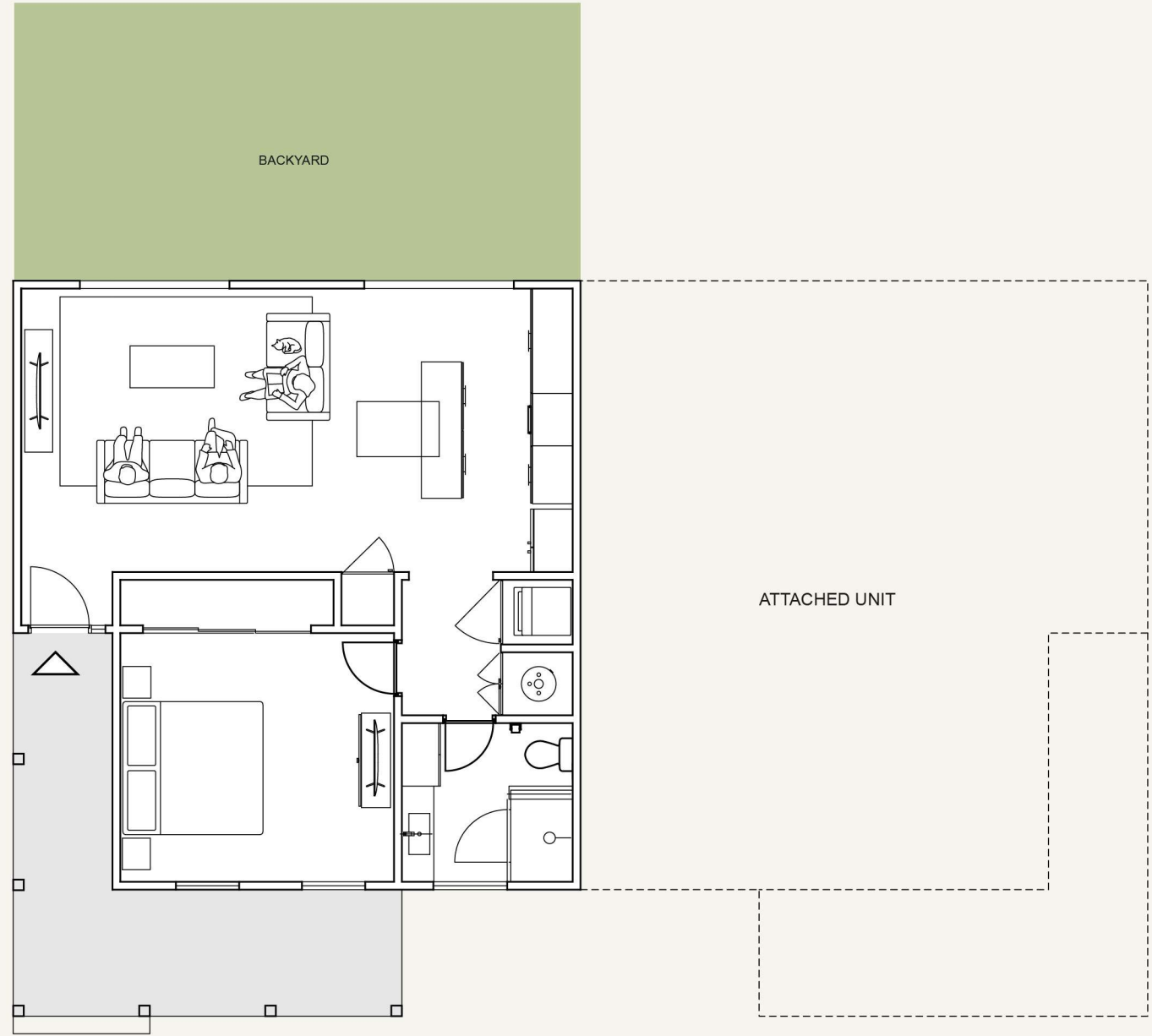
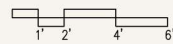




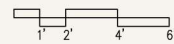


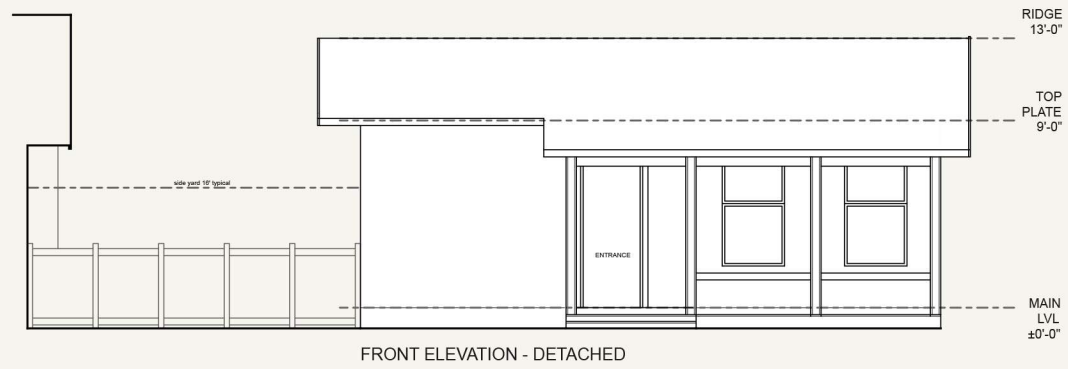


GROUND FLOOR - 1 BEDROOM DETACHED  
820 SQF

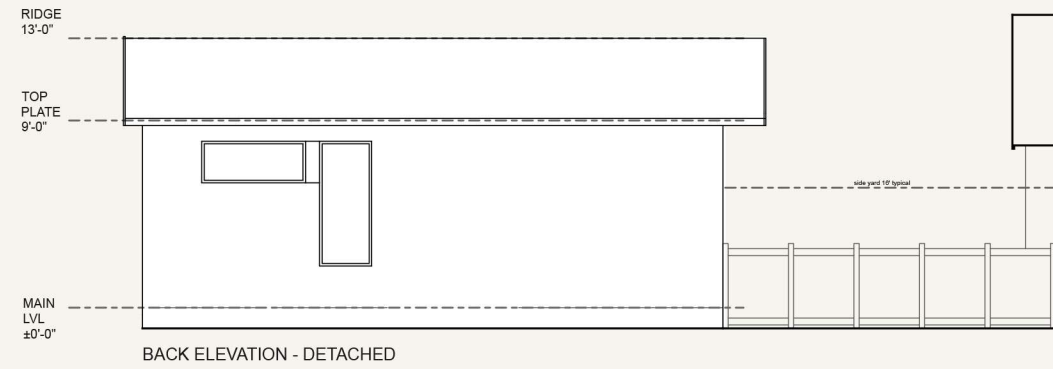


GROUND FLOOR - 1 BEDROOM ATTACHED  
750SQF

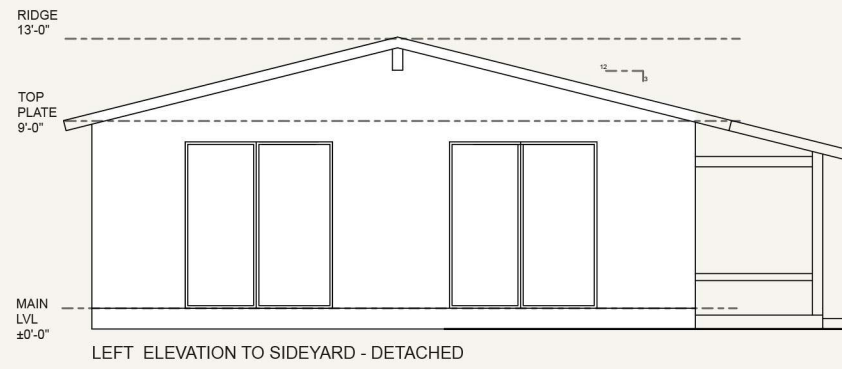




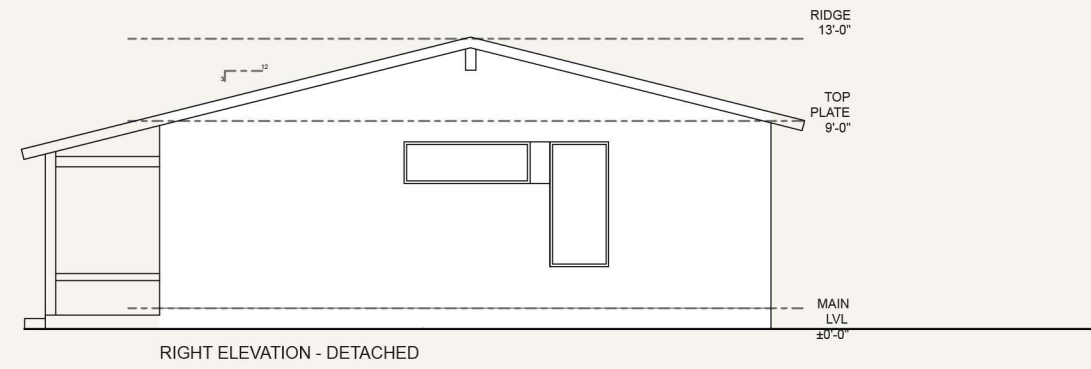
FRONT ELEVATION - DETACHED



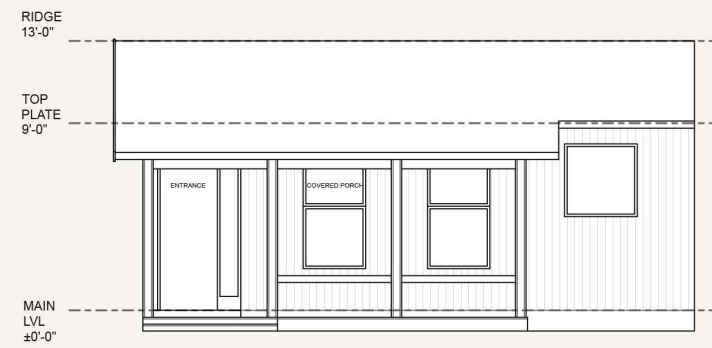
BACK ELEVATION - DETACHED



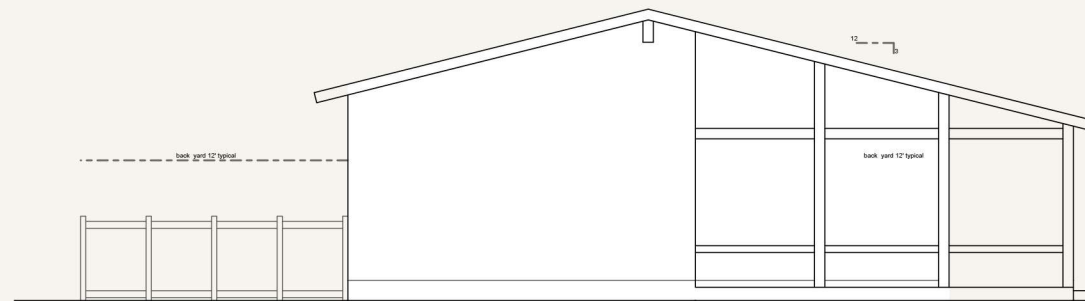
LEFT ELEVATION TO SIDEYARD - DETACHED



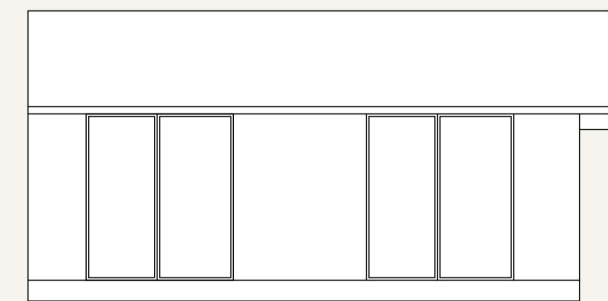
RIGHT ELEVATION - DETACHED



BACK ELEVATION - ATTACHED



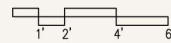
LEFT ELEVATION - ATTACHED

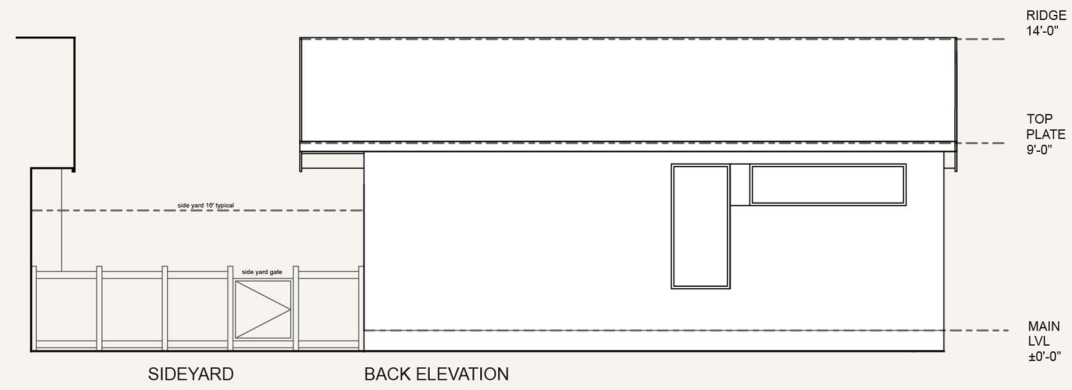
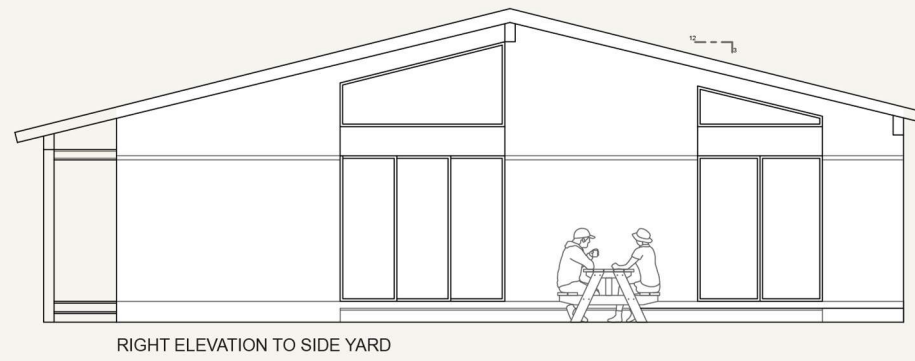
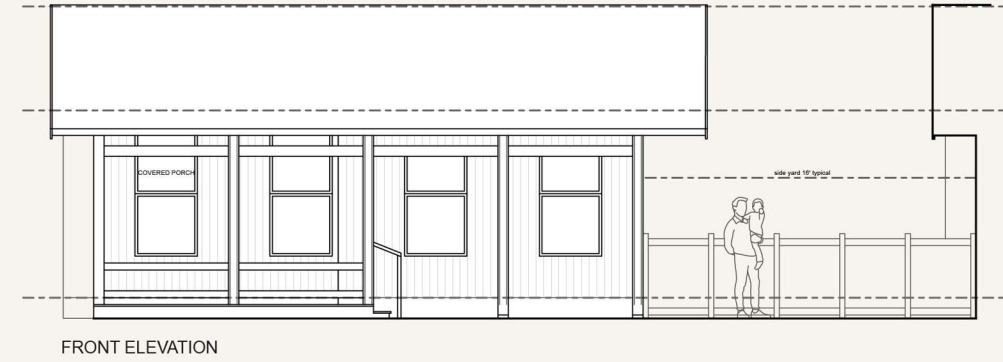
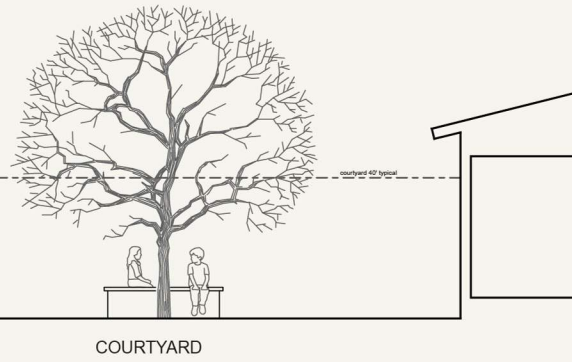
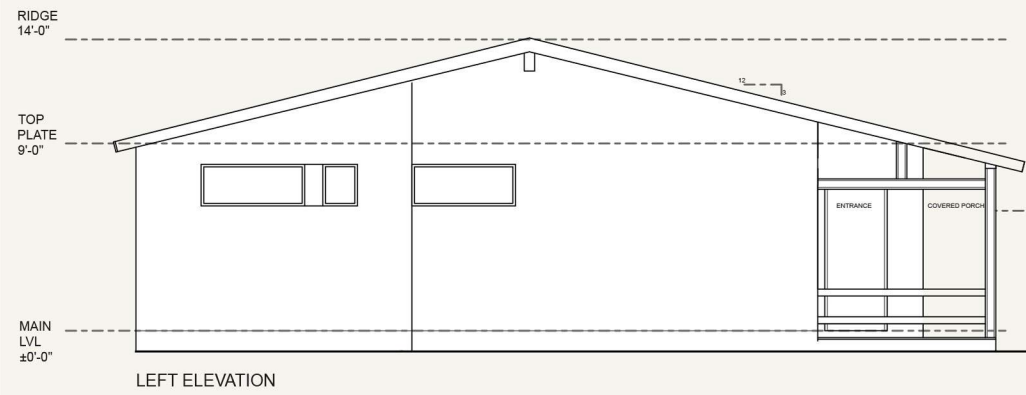


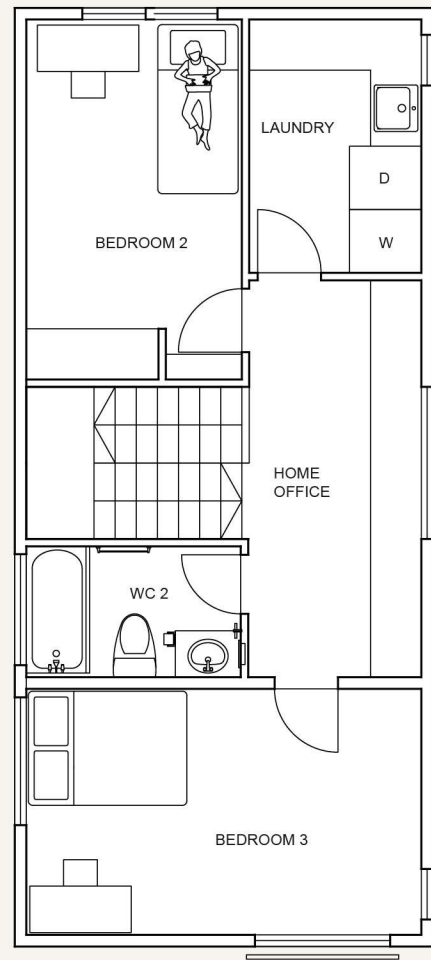
BACK ELEVATION TO BACKYARD- ATTACHED



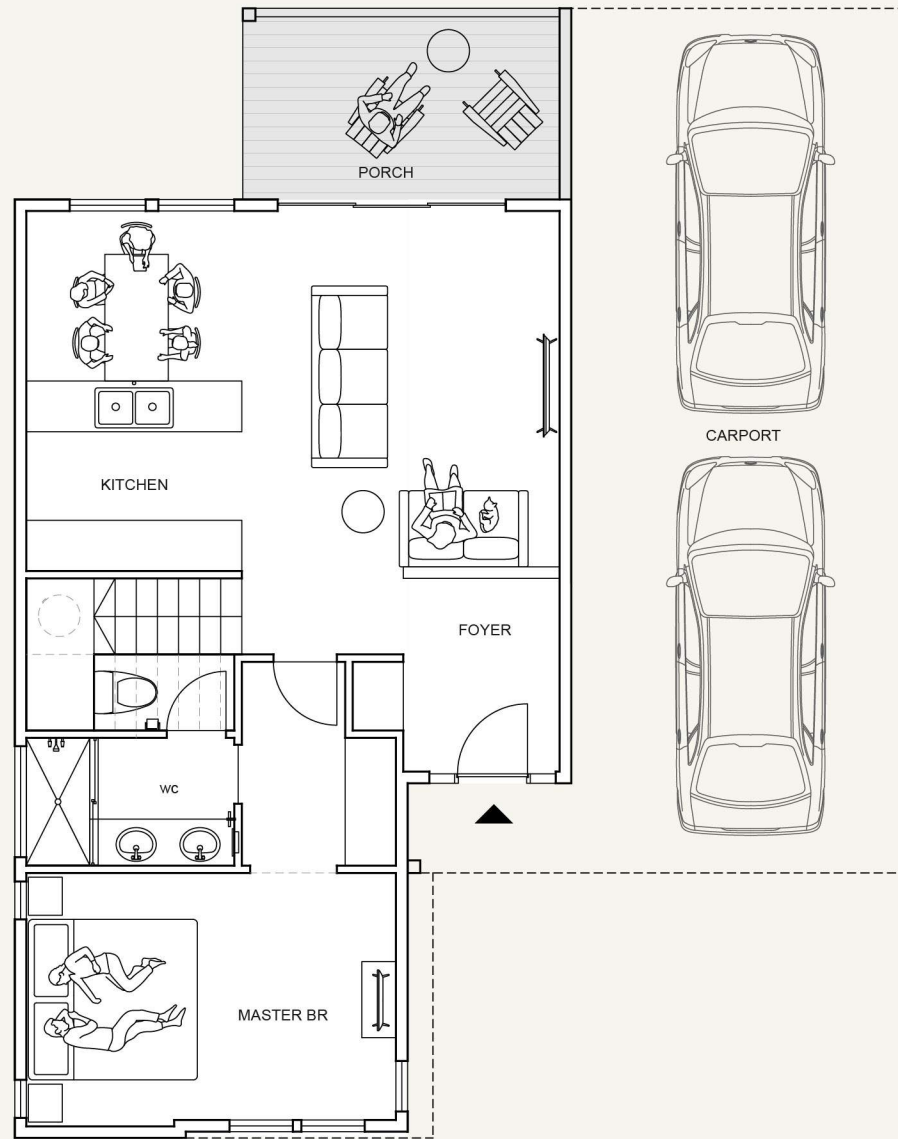
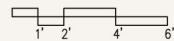
GROUND FLOOR - 2 BEDROOM  
950 SQF



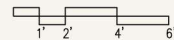




UPPER FLOOR



GROUND FLOOR - 3 BEDROOM  
1250 SQF

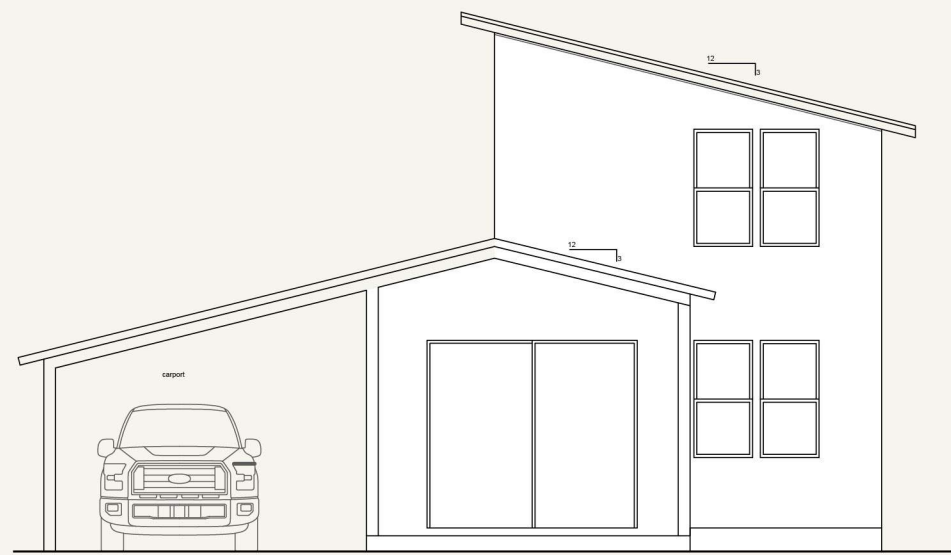




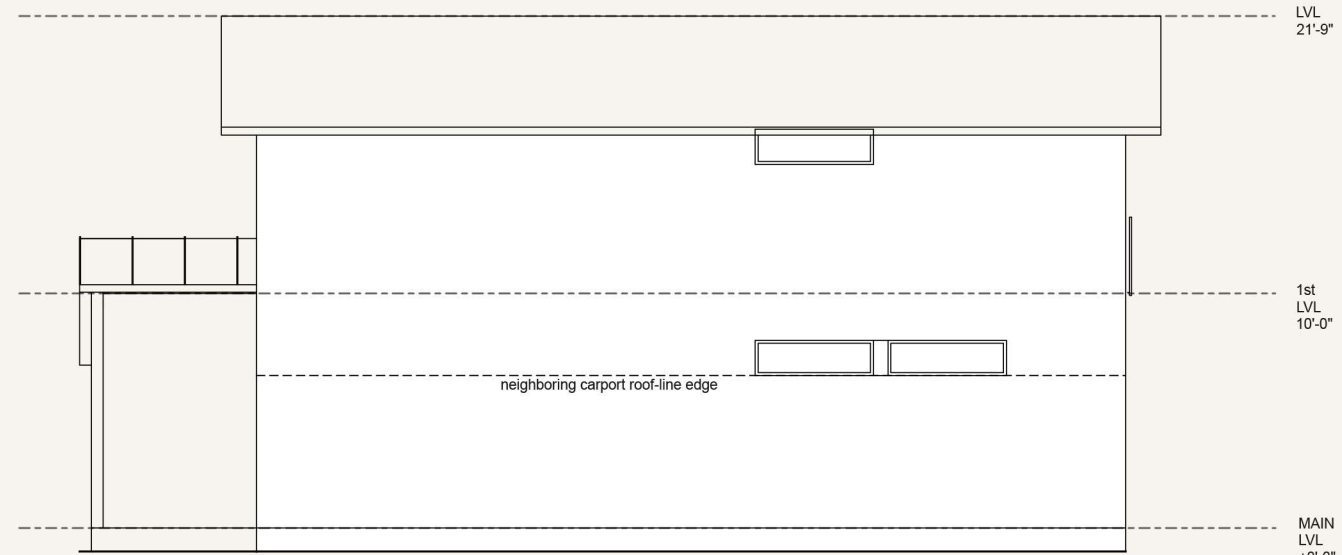
RIGHT ELEVATION - CARPORT



FRONT ELEVATION



REAR ELEVATION



LEFT ELEVATION



**SKY COTTAGES**  
at **TIMBER SKY**  
PZ-20-00153

**V**  
VINTAGE  
PARTNERS

**GAMMAGE  
&  
BURNHAM**  
Attorneys at Law

**SWI**  
Shepherd & Wesnitzen, Inc.

**Mosaic**

**NORRIS DESIGN**  
Planning | Landscape Architecture | Interiors

SHEET NAME:  
BUNGALOW  
EXTERIOR VIEW  
SHEET NO.  
18 of 33







**SKY COTTAGES**  
at **TIMBER SKY**  
PZ-20-00153

**V**  
VINTAGE  
PARTNERS

**GAMMAGE  
&  
BURNHAM**  
Attorneys at Law

**SWI**  
Shepherd & Westmeyer, Inc.

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SHEET NAME:

3-BD UNIT  
EXTERIOR VIEW

SHEET NO.

21 of 33





**SKY COTTAGES**  
at **TIMBER SKY**  
PZ-20-00153

**V**  
VINTAGE  
PARTNERS

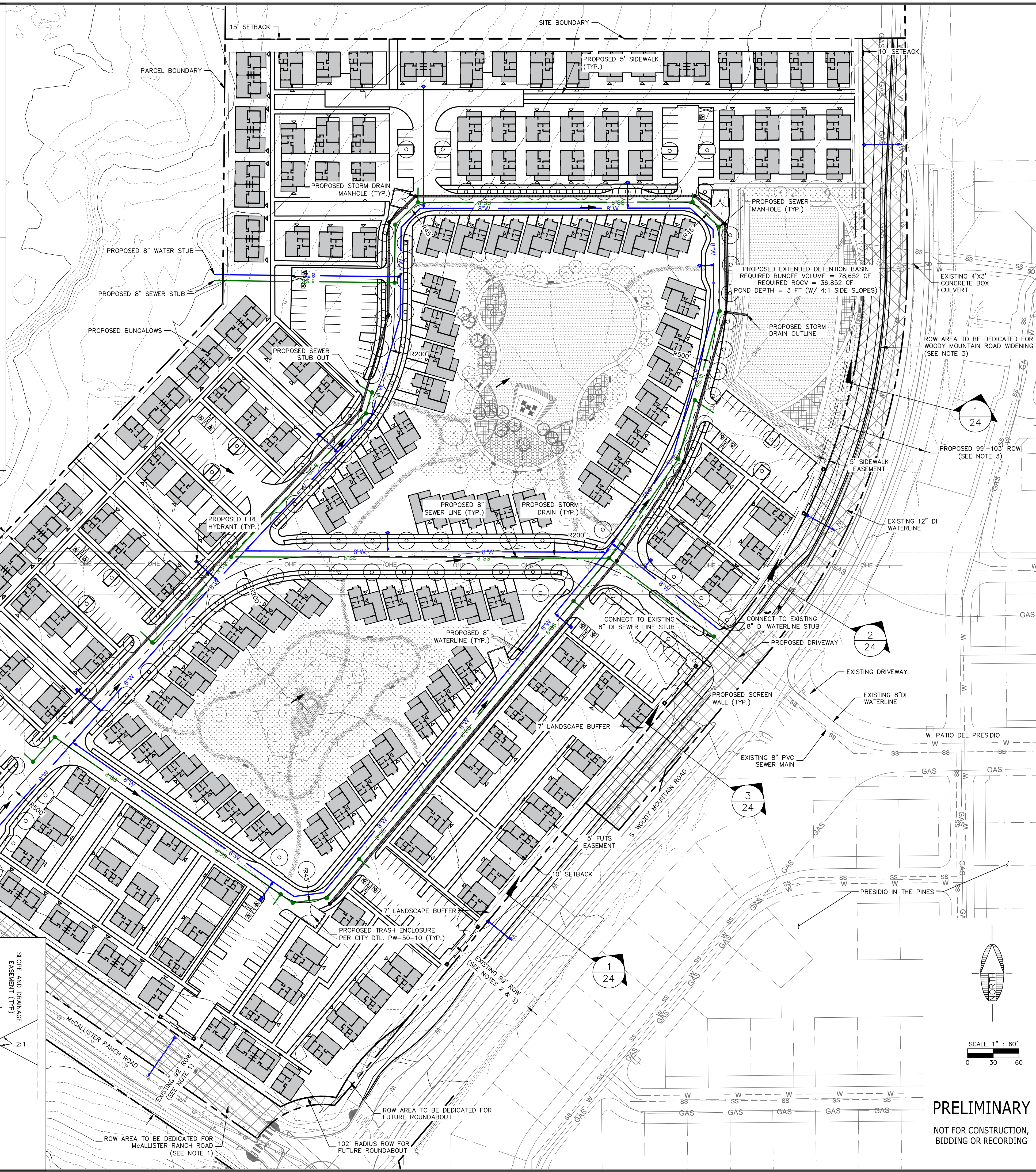
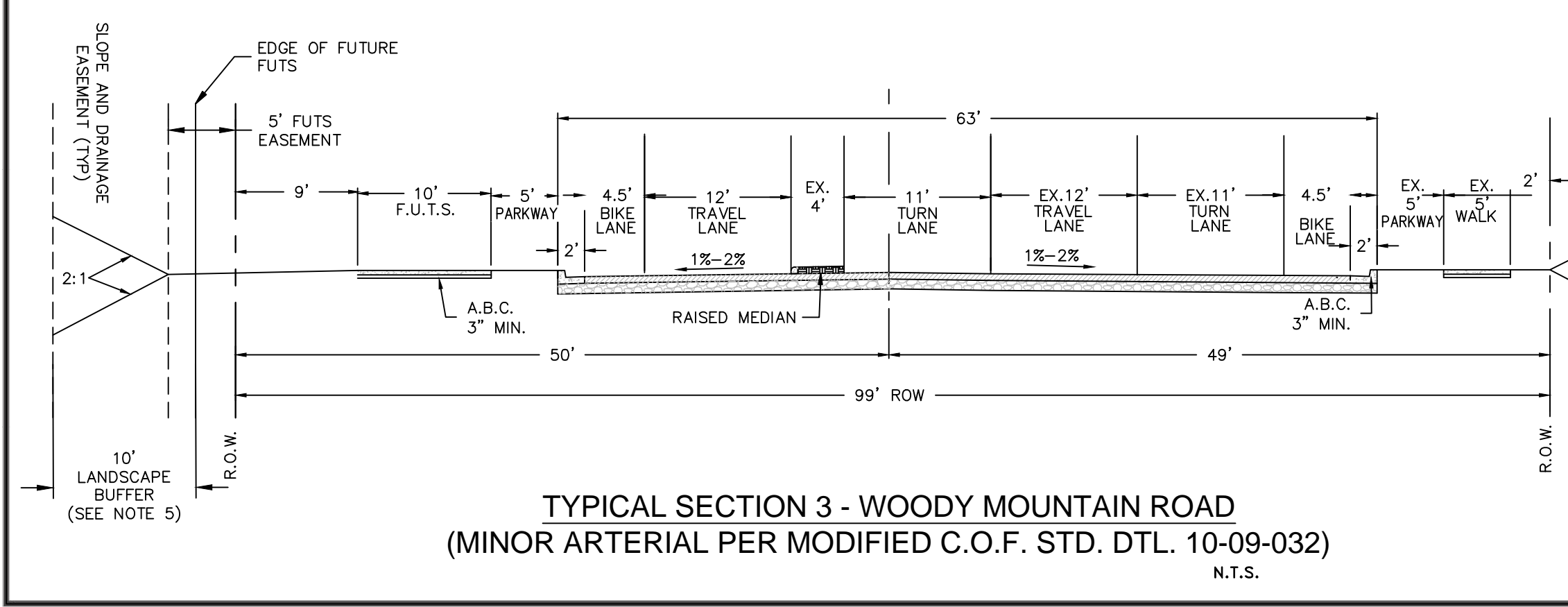
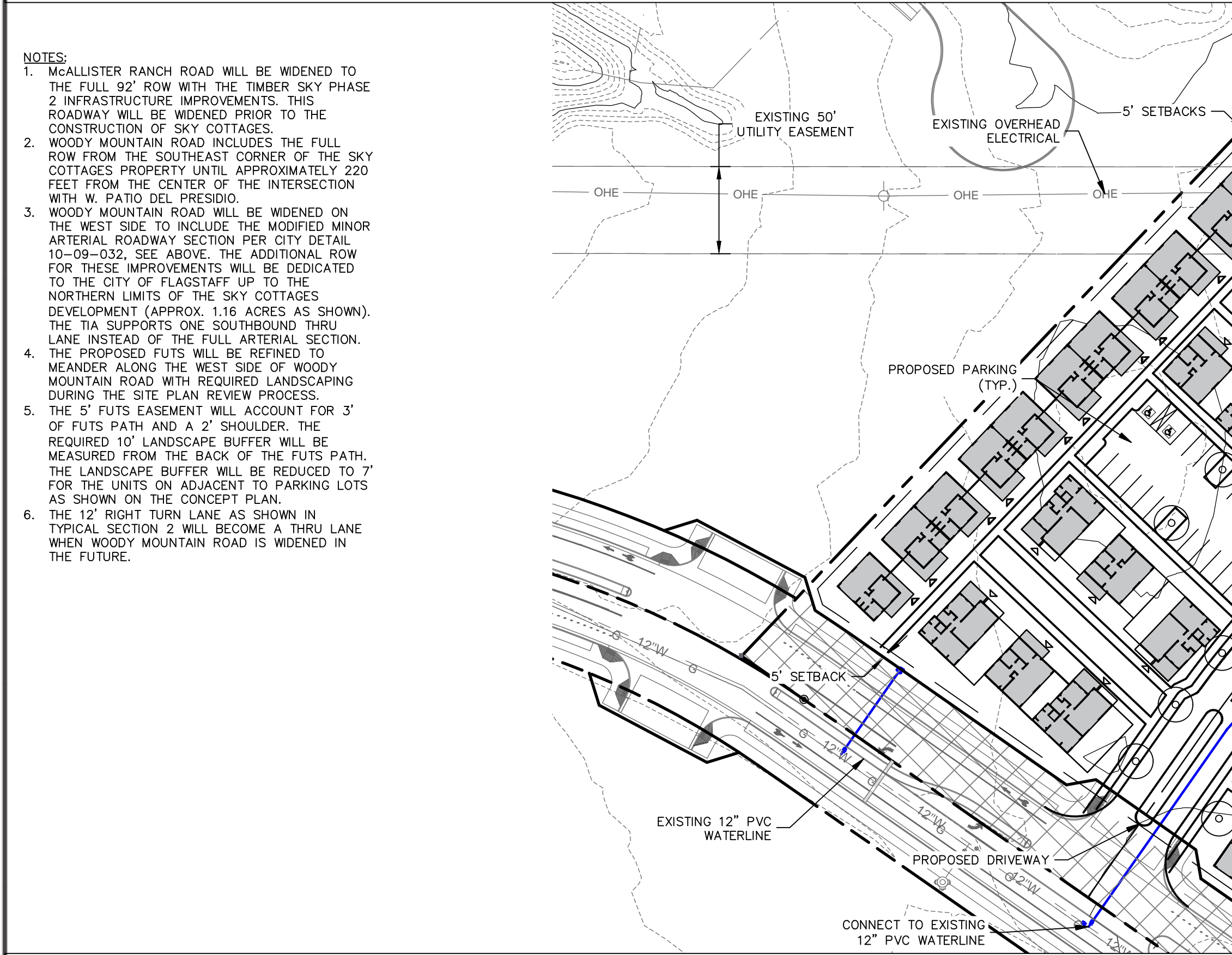
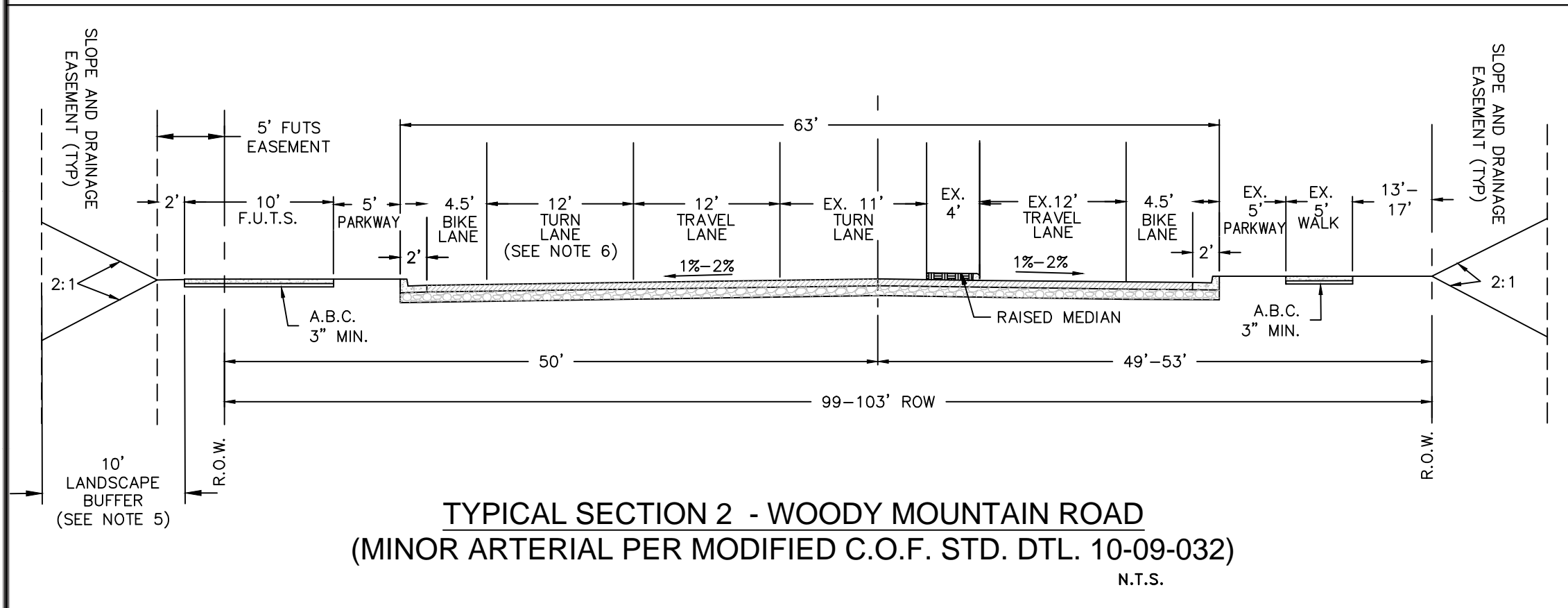
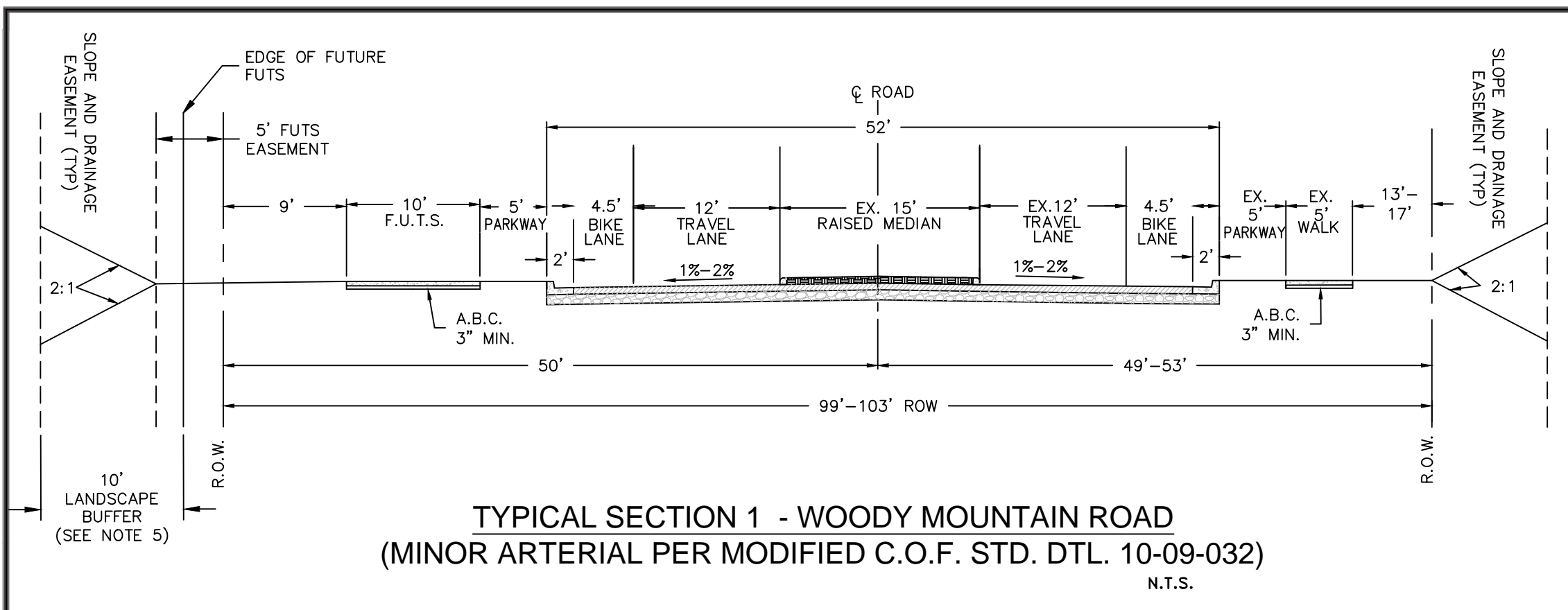
**GAMMAGE  
&  
BURNHAM**  
Attorneys at Law

**SWI**  
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**Mosaic**

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SHEET NAME:  
WOODY MTN  
STREETScape  
VIEW (2)  
SHEET NO.  
23 of 33



- NOTES:**
- McALLISTER RANCH ROAD WILL BE WIDENED TO THE FULL 92' ROW WITH THE TIMBER SKY PHASE 2 INFRASTRUCTURE IMPROVEMENTS. THIS ROADWAY WILL BE WIDENED PRIOR TO THE CONSTRUCTION OF SKY COTTAGES.
  - WOODY MOUNTAIN ROAD INCLUDES THE FULL ROW FROM THE SOUTHEAST CORNER OF THE SKY COTTAGES PROPERTY UNTIL APPROXIMATELY 220 FEET FROM THE CENTER OF THE INTERSECTION WITH W. PATIO DEL PRESIDIO.
  - WOODY MOUNTAIN ROAD WILL BE WIDENED ON THE WEST SIDE TO INCLUDE THE MODIFIED MINOR ARTERIAL ROADWAY SECTION PER CITY DETAIL 10-09-032, SEE ABOVE. THE ADDITIONAL ROW FOR THESE IMPROVEMENTS WILL BE DEDICATED TO THE CITY OF FLAGSTAFF UP TO THE NORTHERN LIMITS OF THE SKY COTTAGES DEVELOPMENT (APPROX. 1.16 ACRES AS SHOWN). THE TIA SUPPORTS ONE SOUTHBOUND THRU LANE INSTEAD OF THE FULL ARTERIAL SECTION. THE PROPOSED FUTS WILL BE REFINED TO MEANDER ALONG THE WEST SIDE OF WOODY MOUNTAIN ROAD WITH REQUIRED LANDSCAPING DURING THE SITE PLAN REVIEW PROCESS.
  - THE 5' FUTS EASEMENT WILL ACCOUNT FOR 3' OF FUTS PATH AND A 2' SHOULDER. THE REQUIRED 10' LANDSCAPE BUFFER WILL BE MEASURED FROM THE BACK OF THE FUTS PATH. THE LANDSCAPE BUFFER WILL BE REDUCED TO 7' FOR THE UNITS ON ADJACENT TO PARKING LOTS AS SHOWN ON THE CONCEPT PLAN.
  - THE 12' RIGHT TURN LANE AS SHOWN IN TYPICAL SECTION 2 WILL BECOME A THRU LANE WHEN WOODY MOUNTAIN ROAD IS WIDENED IN THE FUTURE.

SCALE 1" = 60'

PRELIMINARY  
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**SKY COTTAGES**  
at **TIMBER SKY**  
PZ-20-00153

**VINTAGE**  
PARTNERS

**GAMMAGE**  
**BURNHAM**  
Attorneys at Law

**SWI**  
Shepherd Westzetter, Inc.

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SHEET NAME:  
**CONCEPT PLAN**  
SHEET NO.  
**24 of 33**



- LEGEND**
- \* EXISTING TREE TO BE REMOVED
  - \* EXISTING TREE TO BE SAVED
  - \* EXISTING TREE WITHIN WOODY MTN ROW
  - \* EXISTING TREE OFFSITE

**NOTES:**  
 1. EXISTING SLOPES ON THE SITE DO NOT EXCEED 16.99%.  
 2. EXISTING TREES SHOWN TO BE SAVED WITHIN PROPOSED SIDEWALKS AND PROPOSED UNITS WILL BE SAVED DURING THE SITE PLAN REVIEW PROCESS WITH A FURTHER MINOR MODIFICATION OF THE SITE LAYOUT. ADDITIONALLY, IT IS OUR INTENTION TO SAVE ADDITIONAL TREES DURING CONSTRUCTION WHERE THE AFFECT ON THE ACTUAL TREE CANOPY IS MINIMAL.  
 3. EXISTING TREES WITHIN ROW FOR FUTURE ROUNDABOUT ARE COUNTED AS PRESERVED.

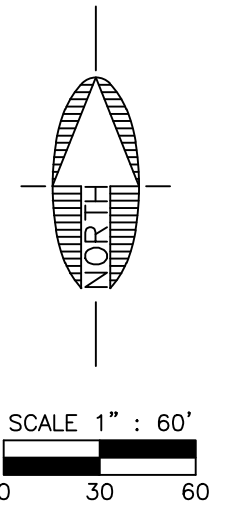
TOTAL ONSITE TREE RESOURCES					
TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	19	235	302	160	52
POINTS	1	2	4	8	20
SUM OF POINTS	19	470	1208	1280	1040

SUBTOTAL TREE POINTS= 4017

POST-DEVELOPMENT TREES					
TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	10	98	102	60	21
POINTS	1	2	4	8	20
SUM OF POINTS	10	196	408	480	420

TOTAL TREE POINTS= 4017  
 TOTAL PRESERVED TREE POINTS= 1514  
 REQUIRED PRESERVATION RATE= 50%  
 REQUIRED PRESERVATION RATE WITH AFFORDABLE INCENTIVE (1)= 37.5%  
 PRESERVATION RATE= 37.7%

**NOTES:** (1) PER ZONING CODE SECTION 10-30.20.040.B.1, WITH PROVIDING 10% AFFORDABLE UNITS (CATEGORY 1), THERE IS A 25% REDUCTION OF THE 50% PRESERVATION RATE REQUIREMENT. THEREFORE, THE TOTAL REDUCTION IN PRESERVATION RATE IS 12.5 PERCENTAGE POINTS BRINGING THE REQUIRED PRESERVATION RATE TO 37.5%.



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 NOT FOR CONSTRUCTION,  
 BIDDING OR RECORDING

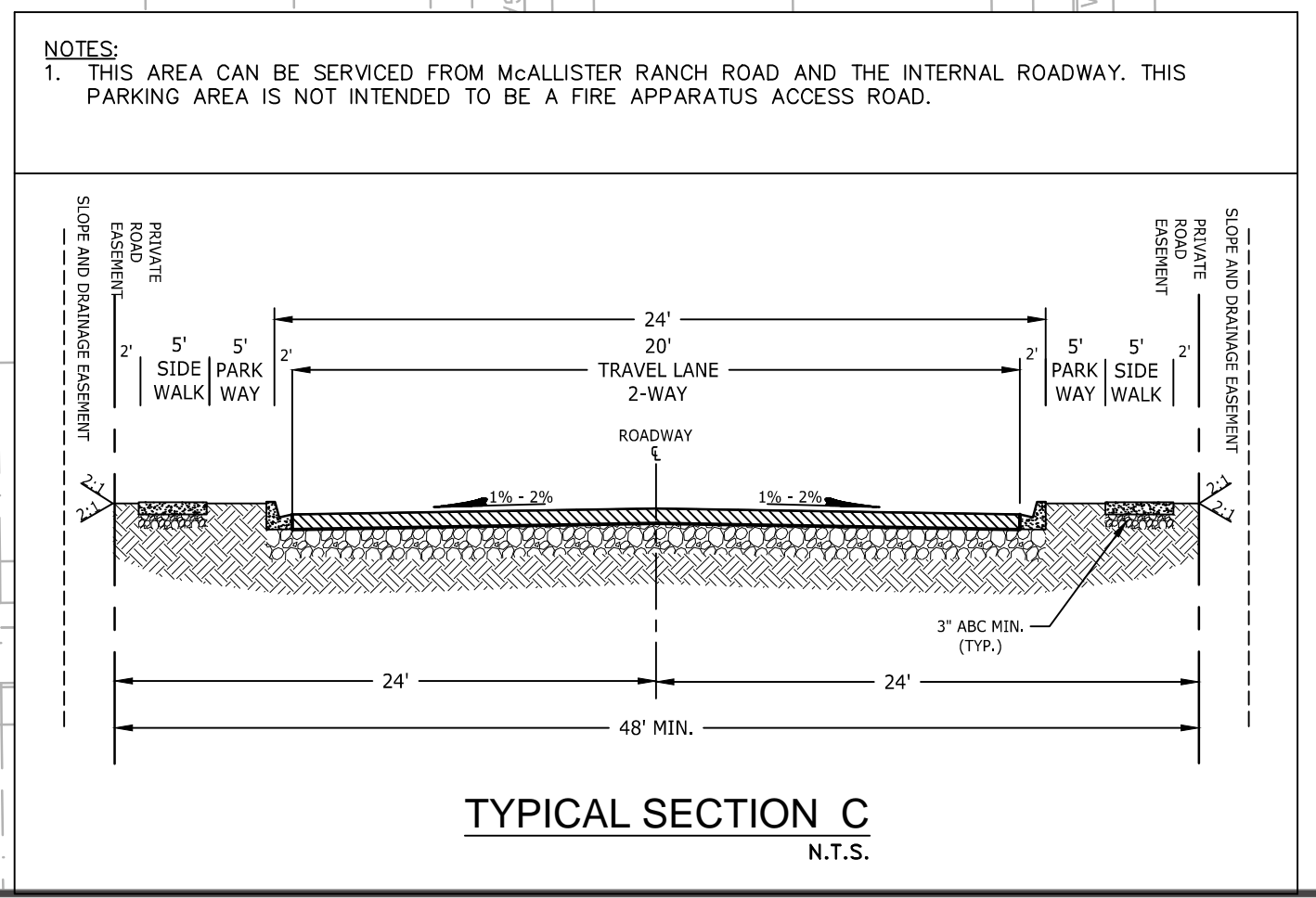
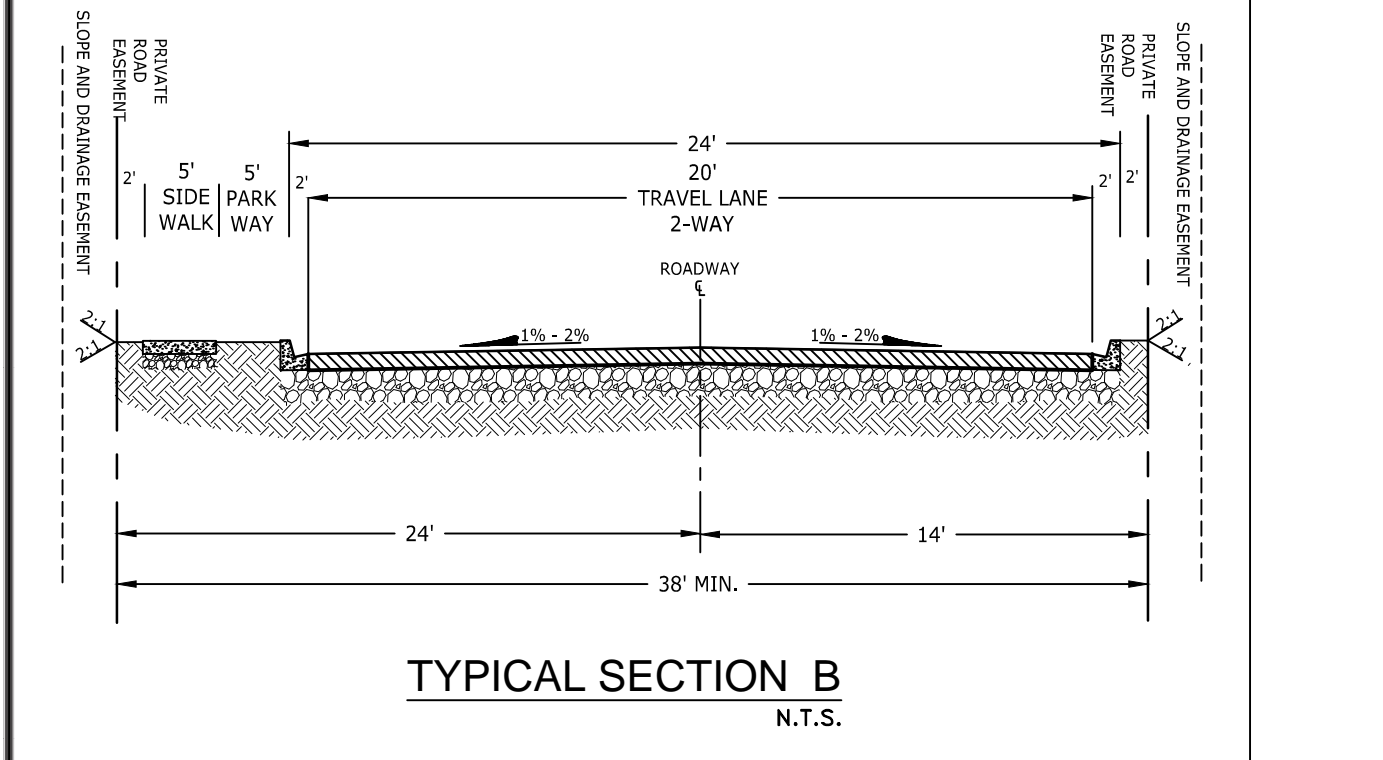
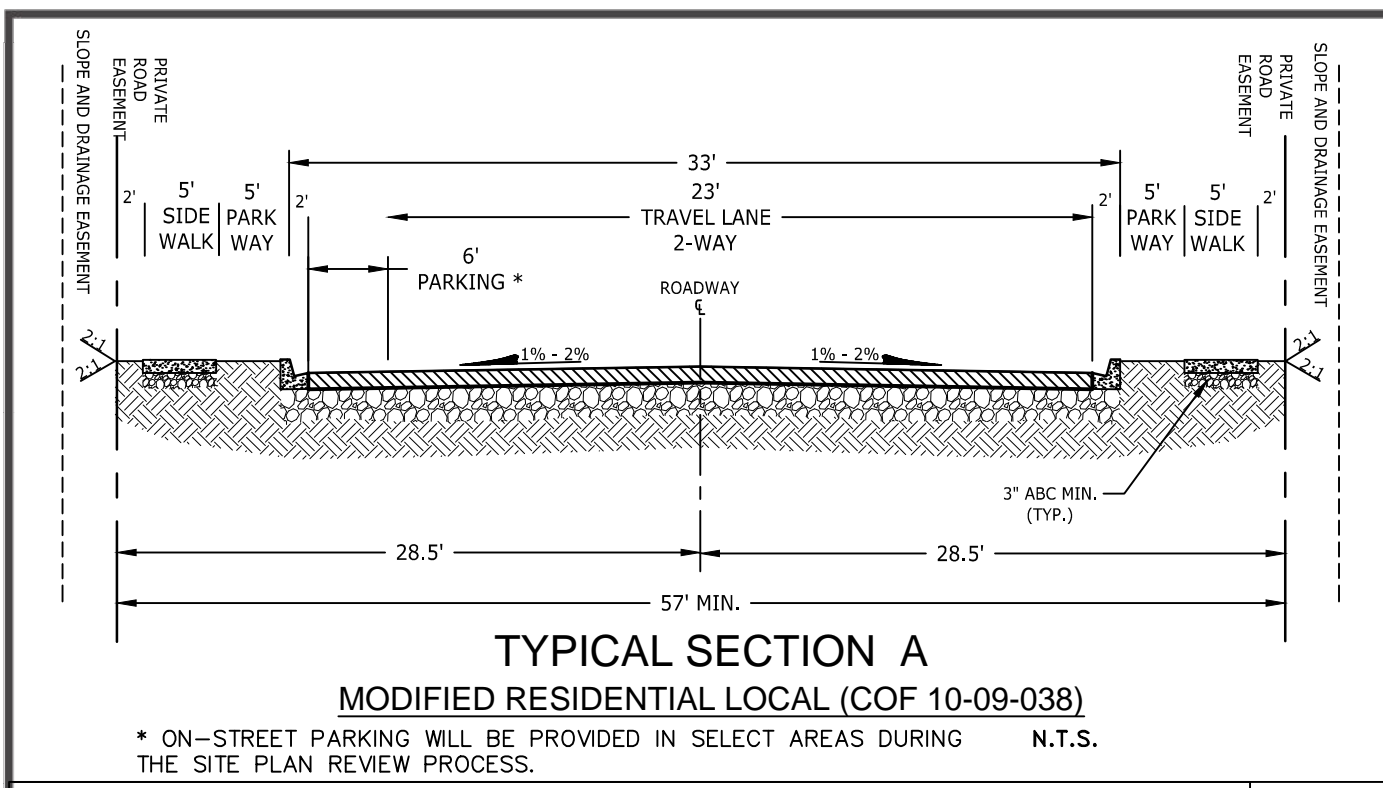
**SKY COTTAGES at TIMBER SKY**  
PZ-20-00153

**GAMMAGE & BURNHAM**  
Attorneys at Law

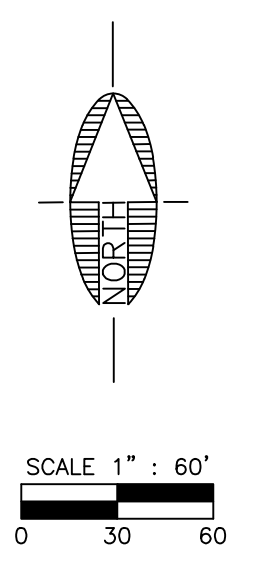
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SHEET NAME:  
RESOURCE PROTECTION PLAN  
SHEET NO.  
26 of 33



NOTES:  
1. THIS AREA CAN BE SERVICED FROM McALLISTER RANCH ROAD AND THE INTERNAL ROADWAY. THIS PARKING AREA IS NOT INTENDED TO BE A FIRE APPARATUS ACCESS ROAD.



**PRELIMINARY**  
NOT FOR CONSTRUCTION,  
BIDDING OR RECORDING

**SKY COTTAGES**  
at **TIMBER SKY**  
PZ-20-00153

**VINTAGE**  
PARTNERS

**GAMMAGE & BURNHAM**  
Attorneys at Law

**SWI**  
Shepherd & Westmeyer, Inc.

**Mosaic**

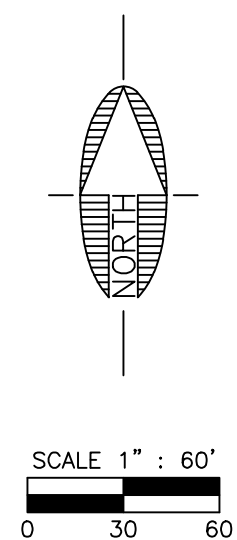
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SHEET NAME:  
**FIRE ACCESS PLAN**  
SHEET NO.  
**25 of 33**



**SITE ANALYSIS:**

- A. EXISTING TOPOGRAPHY OF PROJECT SITE AS SHOWN. SITE SLOPES DO NOT EXCEED 16.99%.
- B. SOLAR ORIENTATION IS SHOWN ON BOTTOM OF SHEET.
- C. EXISTING VEGETATION IS PONDEROSA PINE TREES AS SHOWN
- D. VIEW CORRIDORS NOTICEABLE FROM THE SITE INCLUDE THE RESIDENTIAL COMMUNITY OF TIMBER SKY TO THE WEST AND THE RESIDENTIAL COMMUNITY OF PRESIDIO TO THE EAST. THE SITE IS ACCESSIBLE AND VIEWABLE FROM S. WOODY MOUNTAIN ROAD AND McCallister Ranch Road.
- E. CLIMATIC CONSIDERATIONS FOR THE PROJECT SITE: THE PREVAILING WINDS ARE GENERALLY FROM THE SOUTHWEST AND AT 7,000 FEET FLAGSTAFF EXPERIENCES SNOW AND LARGE TEMPERATURE SWINGS. AS A RESULT OF REOCCURRING FREEZE/THAW CYCLES, PEDESTRIAN WALKWAYS WILL AVOID THE NORTH SIDE OF BUILDINGS AS MUCH AS POSSIBLE. THE SITE EXPERIENCES A LOT OF EXPOSURE. PRECIPITATION NATURALLY RUNS TO THE EASTERN SIDE OF THE SITE AND ULTIMATELY INTO A BOX CULVERT IN S. WOODY MOUNTAIN ROAD.
- F. FLAGSTAFF SUBSURFACE CONDITIONS GENERALLY CONSIST OF ROCK AND/OR CLAY MATERIAL. IT IS EXPECTED THAT THIS SITE WILL BE THE SAME. ALL DESIGN WILL BE PER THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.
- G. THERE ARE NO EXISTING SWALES & STREAM CORRIDORS FOR THIS PROJECT.
- H. THE PROJECT IS SURROUNDED BY A RESIDENTIAL COMMUNITY TO THE EAST, A RESIDENTIAL COMMUNITY TO THE WEST, AND SOUTH AND CITY OF FLAGSTAFF PUBLIC WORKS TO THE NORTH.



SCALE 1" = 60'  
 0 30 60

**PRELIMINARY**  
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**SKY COTTAGES**  
 at **TIMBER SKY**



**V**  
 VINTAGE  
 PARTNERS

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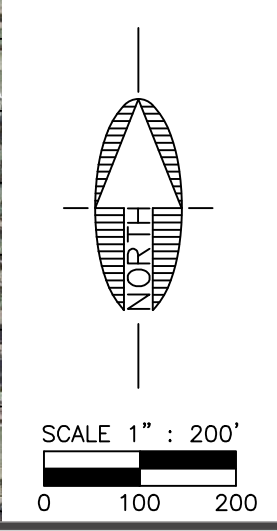
SHEET NAME:  
**SITE ANALYSIS**  
 SHEET NO.  
 27 of 33

PZ-20-00153



**ZONING LEGEND**

- FLAGSTAFF ZONING**
- MH MANUFACTURED HOUSING
  - PF PUBLIC FACILITY
  - POS PUBLIC OPEN SPACE
  - HC HIGHWAY COMMERCIAL
  - RD RESEARCH AND DEVELOPMENT
  - R1 SINGLE FAMILY RESIDENTIAL
  - MR MEDIUM DENSITY RESIDENTIAL
  - HR HIGH DENSITY RESIDENTIAL
  - RR RURAL RESIDENTIAL
  - PROPOSED REZONE PROPERTY
  - EXISTING PROPERTY LINE
- COCONINO ZONING**
- G GENERAL
  - PC PLANNED COMMUNITY
  - CG COMM. GENERAL- 10,000SQFT



**PRELIMINARY**  
NOT FOR CONSTRUCTION,  
BIDDING OR RECORDING

1,000 FT BUFFER MAILING LIST

TAG #	APN	OWNER	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIPCODE
1	11262203	STEWART STEVIE M	6825 E PEARL ST	MESA	AZ	85207
2	11262204	RALPH STEPHEN K & SANDRA E	2896 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
3	11262205	NOTTINGHAM ROXANNE D & BURTON J JR	2892 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
4	11262206	VALLEN GARY & KIM	1655 N KITTREDGE RD	FLAGSTAFF	AZ	86001
5	11262207	VAN HOY GARY R & MARY E	9660 W BENT TREE DR	PEORIA	AZ	85383
6	11262208A	MATHESON MAGGIE	2876 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
7	11262210A	WAISH CATHERINE LIVING TRUST DTD 09-17-15	2868 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
8	11262212A	BRINK JOHN I & EILEEN P	2864 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
9	11262213A	FALLON ANDREW M & RACHAEL R	2860 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
10	11262214	HILL RYAN	2852 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
11	11262215	GAO JUNFENG	5112 LE MICCINE TERR	SAN JOSE	CA	95129
12	11262216	ATEMO ANDREW & RENEVA	2810 E HEMBERG DR	FLAGSTAFF	AZ	86004
13	11262217	CASEMAN DELAYNE LOIS	2840 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
14	11262218	SHAO YONG	2836 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
15	11262219	WERLEY JAKE P	250 N CIRCLE DR	FLAGSTAFF	AZ	86001
16	11262220	DAVILA MIGUEL	2828 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
17	11262094	SHERECK ION R & PAULINE K	2824 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
18	11262095	BROWN TIMOTHY E	2820 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
19	11262096	FREEDLUND LANCE D	2816 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
20	11262097	SANDERSON VICTOR A & NANCY C	2812 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
21	11262098	OHLAU JAMES R	4721 E LAVANDER LN	PHOENIX	AZ	85044
22	11262099	BROTSCHI LIVING TRUST DTD 06-01-09	21497 E CALDWELLS WAY	QUEEN CREEK	AZ	85142
23	11262387	MOUNTAIN CREEK EST LLC	1464 E AMBERWOOD DR	PHOENIX	AZ	85048
24	11262388	PENSCO TRUST COMPANY MASON T LUNDELL IRA	3317 S HIGLEY RD NO 114-497	GILBERT	AZ	85297
25	11262100	MACE EMILY	2792 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
26	11201209	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
27	1126221A	MANYGOATS DEAN	2833 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
28	11262222A	MCLAUHLIN JOSEPH & MICHELLE	2841 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
29	11262223A	JOHNSON CARLTON & MARTHA JAMES	2845 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
30	11262225	LEONARD ALEXANDER T	2849 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
31	11262226	MATSUOKA LAURIE	2853 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
32	11262227	RYBKA JAMES S & JAN D	2857 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
33	11262228	KEMPNER ALAN & CYNTHIA	7415 E LINCOLN DR	SCOTTSDALE	AZ	85250
34	11262229A	VANDERMEULEN JOSHUA	2741 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
35	11262231A	KEEP SHAWN & SUNNY	3775 S BRIDLE PATH	FLAGSTAFF	AZ	86005
36	11262232A	ROBERTSON GAIL M	2749 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
37	11262233	MENDEL CHARLES & MICHELLE C	2757 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
38	11262234	SALCIDO ROBERTA KAY & ALFREDO RANDY	2761 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
39	11262235	VAN DEN BURG ROBERT J & INGRID M	2765 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
40	11262236	KUEFFER-MAYORGA TAMARA ELIZABETH	1475 S VAIL RD	CAMP VERDE	AZ	86322
41	11262083	WINFREE KYLE N & VANESSA	2781 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
42	11262084	LEONARD JON D & KRISTI	PO BOX 2302	FLAGSTAFF	AZ	86003
43	11262085	GERAGHTY TRUST DTD 5/12/16	4750 DEVONPORT CIR	YORBA LINDA	CA	92887
44	11262086	KIM ELIAH	2793 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
45	11262087	J & L FAMILY TRUST DTD 02-23-16	2797 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
46	11262088	STONER GAYLA M & THOMAS N	PO BOX 263	FLAGSTAFF	AZ	86002
47	11262089	RAEL MICHAEL & ERICA	2805 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
48	11262090	STRAIN SEAN P & JANELLE J	2809 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
49	11262091	DEFRATES DAMON J & DEBORAH A	2813 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
50	11262092	BALL DANIEL A & JENNIFER A	2817 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
51	11262093	PATEL SANJAY & CHETNA	2821 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86005
52	11262237A	SMITH TERRY E	2772 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
53	11262239A	MORRELL ARMANDO F JR LIVING TRUST DTD 04-22-19	2768 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
54	11262241A	GIESKE FAMILY LIVING TRUST DTD 02-04-19	3306 N 81ST ST	MESA	AZ	85207
55	11262242A	BUNCH CHRISTOPHER E & SUZANNA T	2760 W PICO EL MONTE CIR	FLAGSTAFF	AZ	86001
56	11262243	CHEN ZHONG	32 W QUARTZ RD	FLAGSTAFF	AZ	86005
57	11262244	URBANEK FAMILY REVOCABLE LIVING TRUST AMENDED 1-22-18	2020 W MUSKET PL	CHANDLER	AZ	85286
58	11262245	FILIPPI JORDON & AMANDA	2744 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
59	11262246	TSOSIE BRIAN L & JENNIFER P	2740 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
60	11262247	NO OWNER LISTED	NO OWNER ADDRESS	0	0	0
61	11262074	LF RENTALS LLC	14654 S 25TH PL	PHOENIX	AZ	85048
62	11262075	WINBURN BRIAN	PO BOX 2426	FLAGSTAFF	AZ	86003
63	11262076	TEN ELENA	2730 W JACLYN DR	FLAGSTAFF	AZ	86001
64	11262077	BAILEY TRUST DTD 07-14-08	1552 W SALTSAGE DR	PHOENIX	AZ	85045
65	11262078	SCHROEDER CHRISTIAN	2722 W JACLYN DR	FLAGSTAFF	AZ	86001
66	11262079	MEINERS RICHARD A & TANIA J	221 INA ST PO BOX 60181	FAIRBANKS	AK	99706
67	11262080	POOLE IAN	2714 W JACLYN DR	FLAGSTAFF	AZ	86001
68	11262081	AMESTOY FAMILY TRUST DTD 07-24-02	1112 DYSART DR	BANNING	CA	92220
69	11262082	CHAN HELEN	2706 W JACLYN DR	FLAGSTAFF	AZ	86001
70	11265057	COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
71	11265001	SHIFFER KRISTINE & ARRON	2690 W JACLYN DR	FLAGSTAFF	AZ	86001
72	11265002	LU JIAN	2686 W JACLYN DR	FLAGSTAFF	AZ	86001

TAG #	APN	OWNER	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIPCODE
73	11265003	WALKER JOSHUA FORREST & KRISTLE MARIE	2682 W JACLYN DR	FLAGSTAFF	AZ	86001
74	11265004	PAWLAK TIMOTHY J & LOREEN M	254 S PORT DR	GILBERT	AZ	85233
75	11265005	CORRIGAN LOGAN	2674 W JACLYN DR	FLAGSTAFF	AZ	86001
76	11265006	MAGEE MARK LEE & BELEN	2670 W JACLYN DR	FLAGSTAFF	AZ	86001
77	11265061	COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
78	11265007	BRUCE BENJAMIN	2662 W JACLYN DR	FLAGSTAFF	AZ	86001
79	11265008	SECUREPAY LLC	151 MELEKOMO PLACE	LAHAINA	HI	96761
80	11262389	SCHRAUFNAGEL GARY M & MARY JEAN	5816 E HERMOSA VISTA DR	MESA	AZ	85215
81	11262390	JACOBSON COURTNEY LYN LUQUE	2205 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
82	11262391	MARKS TRUST DTD 04-22-20	1246 E OXFORD LN	GILBERT	AZ	85295
83	11201210	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
84	11201211	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
85	11262183	DUNMYER SANDRA CHRISTINE	2900 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
86	11262184	PRESSLEY ROY J & LILIANA NG	2896 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
87	11262185	GREENE JEFFREY L & SHIRLEY A	2892 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
88	11262186	TUTWILER THOMAS R	2888 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
89	11262187	MCKIRDY JAMES FRANCIS & HEATHER	2884 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
90	11262188	CARROLL VICKI J LIVING TRUST UA DTD 6-16-14	2880 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
91	11262189	BOOTH BRIAN T & MEAGAN J	2876 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
92	11262190	ROBB CHELSEA M	2872 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
93	11262191	OHANA KRR TRST DTD 09-09-13	PO BOX 18621	TUCSON	AZ	85731
94	11262192	WOODRUFF JOHN	43258 W MARICOPA AVE	MARICOPA	AZ	85138
95	11262193	WEIDINGER JOSEPH E & BECKY Y	2705 W JACLYN DR	FLAGSTAFF	AZ	86001
96	11262194	TUTAY DANIEL J & ERIN M	2709 W JACLYN DR	FLAGSTAFF	AZ	86001
97	11262195	PRISKORN CRAIG & DANA	28313 LAURA LA PLANTE DR	AGOURA HILLS	CA	91301
98	11262196	BECENTI MICHAEL M	2717 W JACLYN DR	FLAGSTAFF	AZ	86001
99	11262197	BOYD JOHN L III & KAREN E	3980 WESTWOOD CIR	FLAGSTAFF	AZ	86005
100	11262198	JAMES SUSAN	2725 W JACLYN DR	FLAGSTAFF	AZ	86001
101	11262199	KELLY DENNIS	2729 W JACLYN DR	FLAGSTAFF	AZ	86001
102	11262200	MUGO PATTI WAMUYU	2733 W JACLYN DR	FLAGSTAFF	AZ	86001
103	11262201	HARRIS LISA L & TINCER	PO BOX 1782	KABETO	AZ	86053
104	11262202	HAMPTON JEFFREY KIRK & JENNIFER M	2741 W JACLYN DR	FLAGSTAFF	AZ	86001
105	11201212	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
106	11201250	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
107	11201251	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
108	11201252	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
109	11201253	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
110	11201256	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
111	11265032	ECKEL ALISE	2802 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
112	11265033	SCOTT LIONEL & JESSICA	2806 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
113	11265034	SIMPSON HEATHER L	PO BOX 31183	FLAGSTAFF	AZ	86003
114	11265035	GRACEY AMY M & CHRISTOPHER A	2814 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
115	11201258	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
116	11265037	ROAN-ZABAR DONNA	2817 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
117	11265038	MARTUSCIELLO MARIO F& MANDEE A	2813 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
118	11265039	QUICLEY THOMAS JAMES	600 AUBURN AVE	SIERRA MADRE	CA	91024
119	11265040	FUSSELMAN BRIDGET & DEREK	2805 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
120	11265041	LIANG JIANJIE & LI HONG	2305 W YAHOO TRL	PHOENIX	AZ	85085
121	11265042	FREITAG RONALD E	2802 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
122	11265043	XU QIANG	5045 S TOPAZ RD	FLAGSTAFF	AZ	86005
123	11265044	GRIFFIS AUDREY L	165 LAKESHORE RD	GILBERTSVILLE	KY	42044
124	11265045	CANTOR PROPERTIES LLC	3199 RAINBOW RIDGE DR	PRESCOTT	AZ	86303
125	11265046	MARTINEZ JUAN	2818 SOUTH FLAGSTONE LN	FLAGSTAFF	AZ	86001
126	11265047	STEIN JEFFREY A & ABIGAIL	2817 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
127	11265048	GALLEGOS LORETTA	2811 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
128	11265049A	BHAKTA RAJENDRABHAI D & SHILABEN R	8383 E STATE ROUTE 69	PRESCOTT VALLEY	AZ	86314
129	11265050A	FISHER DUSTIN BRYANT	2801 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
130	11265062	COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
131	11265058	COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
132	11262001	SUMMERS SCOTT D & SUSAN M	8211 179TH PL NE	ARLINGTON	WA	98223
133	11262002	SNIDE THOMAS K & MARIE G	2922 S PEPITA DR	FLAGSTAFF	AZ	86001
134	11262003	COOK BRENDON & APRIL	2916 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
135	11262004	DAVIS FAMILY TRUST DTD 07-30-18	2912 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
136	11262005	PHILLIPS JAMES & MARGARET	6 INDIAN PAINTBRUSH DR	BOZEMAN	MT	59718
137	11262006	PATCH EMILY	1000 W FOREST MEADOWS NO 250	FLAGSTAFF	AZ	86001
138	11262007	CHANG JONATHAN P	2900 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86005
139	11262008	HAMREN CAL & ELLYN A	20735 N 62ND DR	GLENDALE	AZ	85308
140	11262009	MORGAN JOHN L & DONNA M	2919 S PEPITA DR	FLAGSTAFF	AZ	86001
141	11262010	BAKER RYAN W & JEANETTE N	2923 S PEPITA DR	FLAGSTAFF	AZ	86001
142	11262011	SHAY ROLAND L	2927 S PEPITA DR	FLAGSTAFF	AZ	86001
143	11262012	VERA KIMBERLY A & SALVADOR JR	2931 S PEPITA DR	FLAGSTAFF	AZ	86001
144	11262013	HAMMER JOSEPH J & SARAH E	2935 S PEPITA DR	FLAGSTAFF	AZ	86004

TAG #	APN	OWNER	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIPCODE
145	11262014	TURNER CODY C	2939 S PEPITA DR	FLAGSTAFF	AZ	86001
146	11262015	BIGGERSTAFF PATRICK & WHITNEY	2943 S PEPITA DR	FLAGSTAFF	AZ	86001
147	11262016	BAMFORD FRANCIS J	2947 S PEPITA DR	FLAGSTAFF	AZ	86001
148	11262017	JOHNSON BRANDON S	2951 S PEPITA DR	FLAGSTAFF	AZ	86001
149	11262018	DEHOAG CRYSTAL F & ZENAS	2955 S PEPITA DR	FLAGSTAFF	AZ	86001
150	11262019	GEORGE ALLEN JOSEPH & CHRISTINA MARY	2959 S PEPITA DR	FLAGSTAFF	AZ	86001
151	11262020	FOGLE DONALD & CAROLE	2236 MAN			

TAG #	APN	OWNER	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIPCODE
217	11262159	NORRIS CHAD W	2923 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
218	11262160	BRIGHAM STEVEN M & ERNA V	2927 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
219	11262161	MCDOWELL DANNY & SHAWNEE	2604 N FOX RUN RD	FLAGSTAFF	AZ	86004
220	11262162	LEY MICHAEL P & BRENDA K	2935 S PARDO CALLE	FLAGSTAFF	AZ	86001
221	11262163	FISCHENICH MIKE & PAULA	3515 W STRAWBERRY ROAN	FLAGSTAFF	AZ	86005
222	11262164	AUSTIN GARRETT	2943 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
223	11262165	COLEMAN AARON O	2947 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
224	11262166	LAURITSEN DENNY & ANNETTE	2951 S PARDO CALLE	FLAGSTAFF	AZ	86001
225	11262167	THIESING JAMES W & CAROL A	2092 ASHBURTON WAY	MOUNT PLEASANT	SC	29466
226	11262168	NANKIVELL DEBRA L	2918 S PARDO CALLE	FLAGSTAFF	AZ	86001
227	11262169	SUFIA BRANDON SIONE	3650 E LAKE MEAD BLVD NO 257	LAS VEGAS	NV	89115
228	11262170	MCDOWELL DANNY & SHAWNEE	2604 N FOX RUN RD	FLAGSTAFF	AZ	86004
229	11262171	DAVIS ROBERT	2921 W CARAVAGGIO LN	PHOENIX	AZ	85086
230	11262172	CURTIS MATTHEW	2187 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
231	11262173	FREDEITE ANNETTE & ANTHONY	2191 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
232	11262174	DOHSE TIMOTHY & CHELSEA NICOLE	2195 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
233	11262175	MCDOWELL DANNY & SHAWNEE	2604 N FOX RUN RD	FLAGSTAFF	AZ	86004
234	11262176	HAGENSEN RACHEL L	20014 34TH AVE SE	BOTHELL	WA	98012
235	11262177	HOFFMAN ELIZABETH A	2925 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
236	11262178	BROWN PETER TRUST DTD 04-18-18	2921 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
237	11262179	GOWANLOCK MICHAEL	2932 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
238	11262180	UPSON BRENT W	3022 W NIGHT OWL LN	PHOENIX	AZ	85085
239	11262181	ELIIS PRESTON COLE & JAYME	2445 W POLLO CIR	FLAGSTAFF	AZ	86001
240	11262182	PRENTICE JOHN M & THERESE J	2920 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
241	11262524	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
242	11262525	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
243	11262526	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
244	11262527	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
245	11262528	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
246	11262529	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
247	11262530	KENMORE JANE H	2562 W JOSSELYN DR	FLAGSTAFF	AZ	86001
248	11262531	KENMORE JANE H & NEAL R	2562 W JOSSELYN DR	FLAGSTAFF	AZ	86001
249	11262532	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
250	11262533	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
251	11262534	HANSON POLLY & GARRY	2572 W JOSSELYN DR	FLAGSTAFF	AZ	86001
252	11262535	BETHKE MCKENZIE RAE	2574 W JOSSELYN DR	FLAGSTAFF	AZ	86001
253	11262536	ST LOUIS JAY & ANGELA	1391 W MAPLEWOOD ST	CHANDLER	AZ	85286
254	11262537	WILSON JONATHAN S	2904 W PRESIDIO DR	FLAGSTAFF	AZ	86001
255	11262538	FOREMAN SCOTT H & LISA P	2900 W PRESIDIO DR	FLAGSTAFF	AZ	86001
256	11262539	FORD JEFFREY B	9428 E HERITAGE TRAIL DR	SCOTTSDALE	AZ	85255
257	11262540	WYATT JANICE L REVOCABLE LIVING TRUST DTD 10-27-2010	11087 N JOY FAITH DR	ORO VALLEY	AZ	85737
258	11262541	SHILLING AARON E & HOLLY	2892 W PRESIDIO DR	FLAGSTAFF	AZ	86001
259	11262542	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
260	11262543	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
261	11262544	WELINS-NEUBERGER FAMILY TRUST DTD 05-05-16	11111 E SOREL LN	SCOTTSDALE	AZ	85259
262	11262545	SHAFFER ATTICUS	32515 SADDLE PEAK CT	ACTON	CA	93510
263	11262546	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
264	11262547	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
265	11262548	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
266	11262549	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
267	11262550	MOUNT MARILYN	2864 W PRESIDIO DR	FLAGSTAFF	AZ	86001
268	11262551	ALVIN THOMAS R & SHELLEY B	3973 N FOUNDER CIR	BUCKEYE	AZ	85396
269	11262552	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
270	11262558	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
271	11265059	COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
272	11265060	COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
273	11201165	VP 66 & WOODY MOUNTAIN LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
274	11201166	VP 66 & WOODY MOUNTAIN LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
275	11201170	ABBOTT-RHOTO INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
276	11201171	ABBOTT-RHOTO INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
277	11201172	ABBOTT-RHOTO INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
278	11201173	ABBOTT-RHOTO INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
279	11201174	ABBOTT-RHOTO INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
280	11201175	ABBOTT-RHOTO INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
281	11201176	ABBOTT-RHOTO INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
282	11201177	ABBOTT-RHOTO INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
283	11201178	ABBOTT-RHOTO INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
284	11201179	ABBOTT-RHOTO INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
285	11201180	ABBOTT-RHOTO INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
286	11201181	ABBOTT-RHOTO INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
287	11201182	ABBOTT-RHOTO INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
288	11201183	ABBOTT-RHOTO INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005

TAG #	APN	OWNER	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIPCODE
289	11201184	ABBOTT-RHOTO INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
290	11201185	ABBOTT-RHOTO INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
291	11201186	ABBOTT-RHOTO INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
292	11201187	ABBOTT-RHOTO INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
293	11201271	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
294	11201272	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
295	11201273	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
296	11201274	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
297	11201275	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
298	11201276	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
299	11201277	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
300	11201278	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
301	11201279	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
302	11201280	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
303	11201281	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
304	11201282	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
305	11201283	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
306	11201284	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
307	11201285	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
308	11201286	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
309	11201287	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
310	11201288	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
311	11201289	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
312	11201290	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
313	11201291	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
314	11201292	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
315	11201293	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
316	11201294	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
317	11201295	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
318	11201296	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
319	11201297	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
320	11201298	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
321	11201299	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
322	11201300	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
323	11201301	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
324	11201307	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
325	11201308	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
326	11201156	VP 66 & WOODY MOUNTAIN LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
327	11201157	VP 66 & WOODY MOUNTAIN LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
328	11201162	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
329	11201163	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
330	11262277A	PETTIT BRENT & CASSANDRA	2412 W POLLO CIR	FLAGSTAFF	AZ	86001
331	11262278A	GROSVENOR FAMILY REVOCABLE LIVING TRUST DTD 03-23-17	2221 FIERO DR	LAS VEGAS	NV	89134
332	11262282	FINCH ROBERT R & JANE LOVELY	2453 W POLLO CIR	FLAGSTAFF	AZ	86001
333	11262283	MABBIT ROBERT E	2457 W POLLO CIRCLE	FLAGSTAFF	AZ	86001
334	11262433	QUIMBY LEONARD	6700 WOODLANDS PARKWAY STE 230-268	SPRING	TX	77382
335	11262434	JOHNSON JOSHUA J & ALLISON H	2559 W JOSSELYN DR	FLAGSTAFF	AZ	86001
336	11201261	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
337	11201262	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
338	11249311	GILBERTSON ADELA	1550 KELLY ST	REDLANDS	CA	92374
339	11249312	BLOOMBERG KIM E	2436 W ROCK ISLAND AVE	FLAGSTAFF	AZ	86001
340	11249313	MICHALSKI CHARLES D & CINDY L	1117 RAINBOW AVE S	LAKE HAVASU CITY	AZ	86403
341	11249444	RAILROAD SPRINGS 66 LLLP	1016 W UNIVERSITY AVE NO 203	FLAGSTAFF	AZ	86001
*	11201002	FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
*	11201007	WANDERLAND FLAGSTAFF LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
*	11201008	WANDERLAND FLAGSTAFF LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
*	11201009	HIDDEN HOLLOW MANUFACTURED HOME COMMUNITY LLC	101 MAIN ST NO 280	HUNTINGTON BEACH	CA	92648
*	11201019	VP 66 & WOODY MOUNTAIN LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
*	11262483	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
*	11262473B	PRESIDIO IN THE PINES HOMEOWNER'S ASSOC INC	323 S RIVER RUN RD NO 1	FLAGSTAFF	AZ	86001
*	11262473C	FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
*	11201001D	FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
*	11201003A	HELIN BUILDING LLC	1800 N HEREFORD DR	FLAGSTAFF	AZ	86001
*	11201003B	HELIN BUILDING LLC	1800 N HEREFORD DR	FLAGSTAFF	AZ	86001
*	11201701	NO OWNER LISTED	NO OWNER ADDRESS	0	0	0
*	*	GAMMAGE & BURNHAM, PLC (ATTN: NICK SOBRSKJE)	40 NORTH CENTRAL AVE, 20TH FLOOR	PHOENIX	AZ	85004

SKY COTTAGES  
at  
TIMBER SKY  
PZ-20-00153

VINTAGE  
PARTNERS

GAMMAGE & BURNHAM  
Attorneys at Law

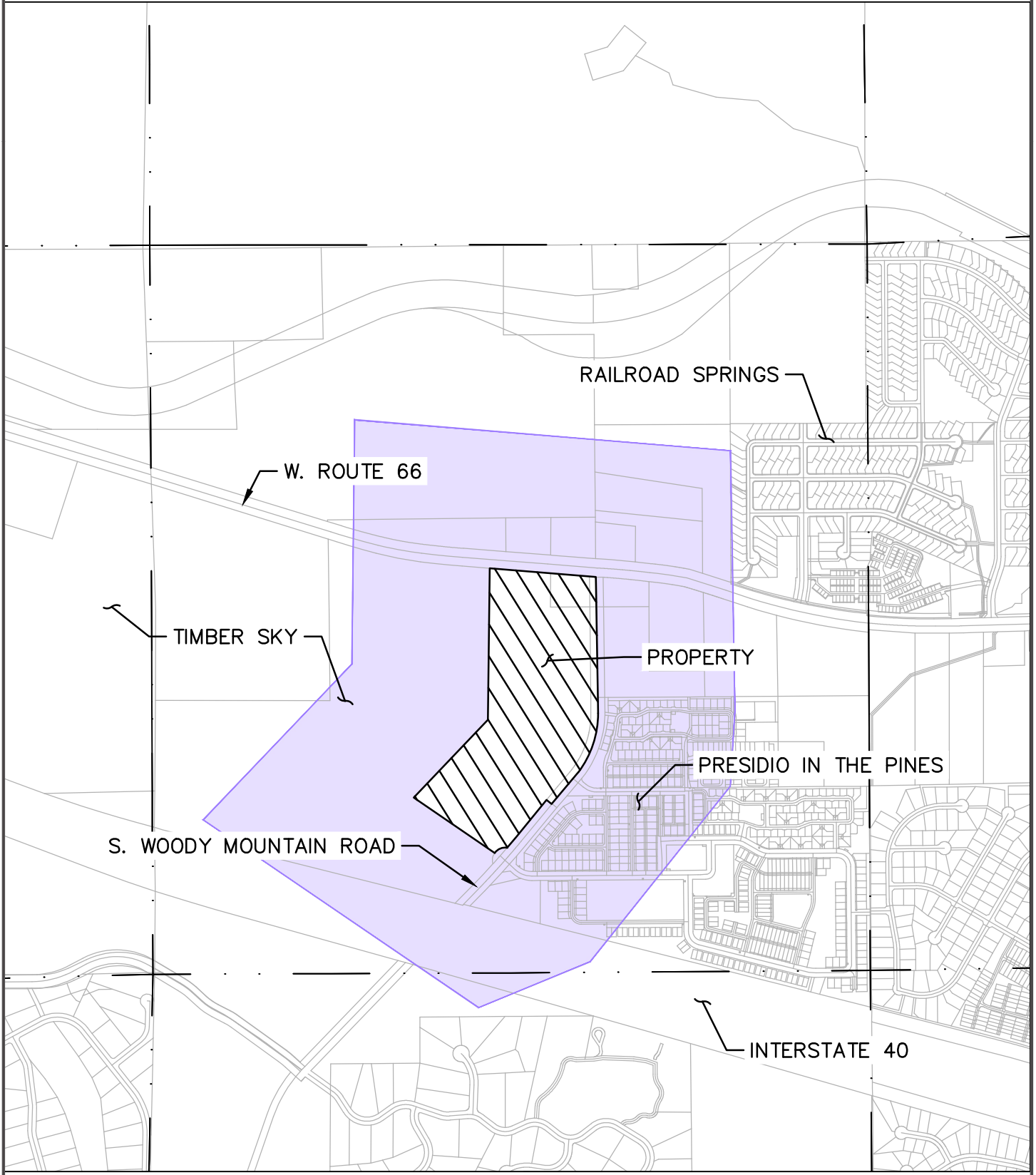
SWI  
Shepherd & Westriter, Inc.

Mosaic

NORRIS DESIGN  
Planning | Landscape Architecture | Branding

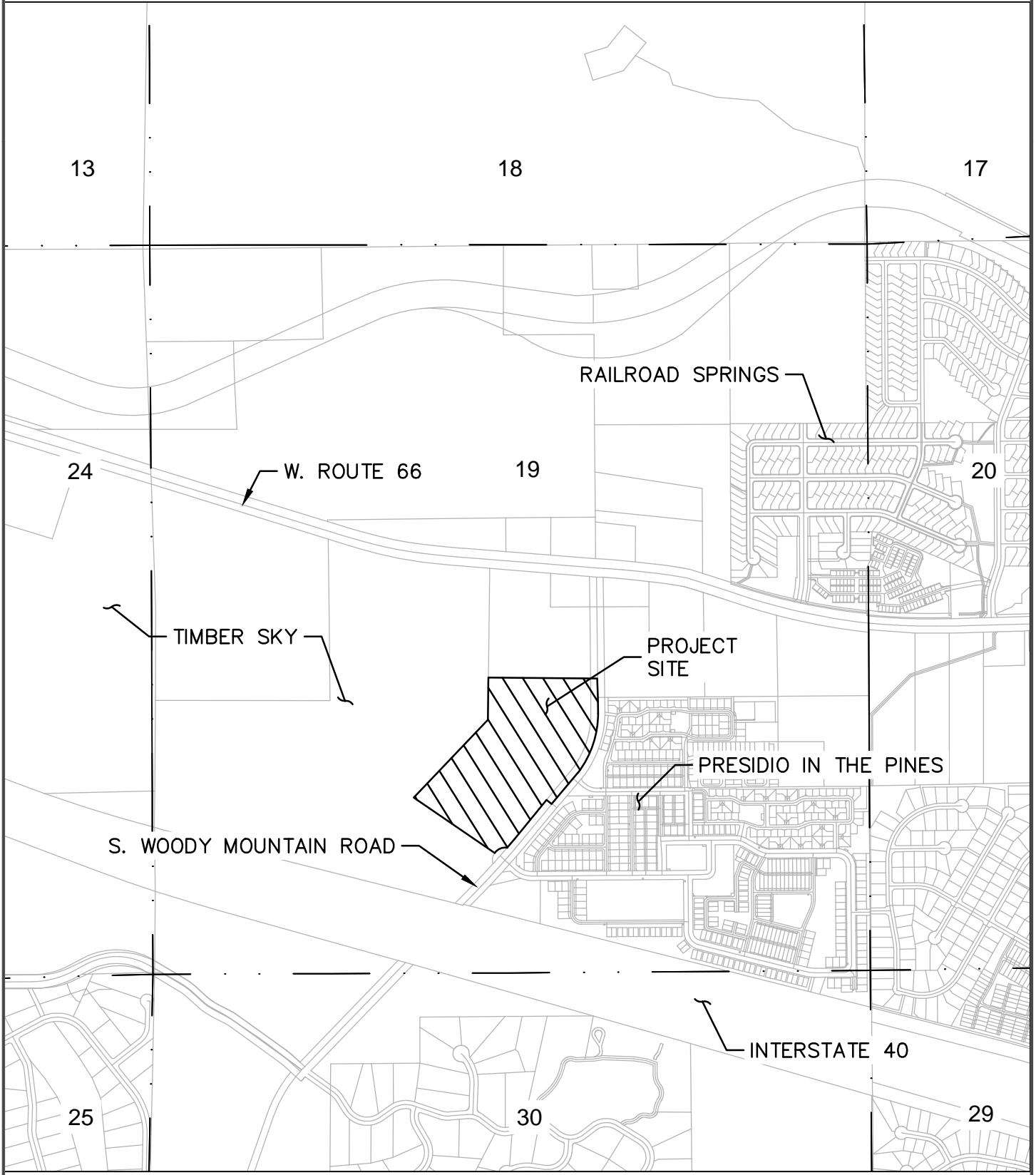
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1,000' BUFFER  
PARCELS (2)

SHEET NO.  
30 of 33



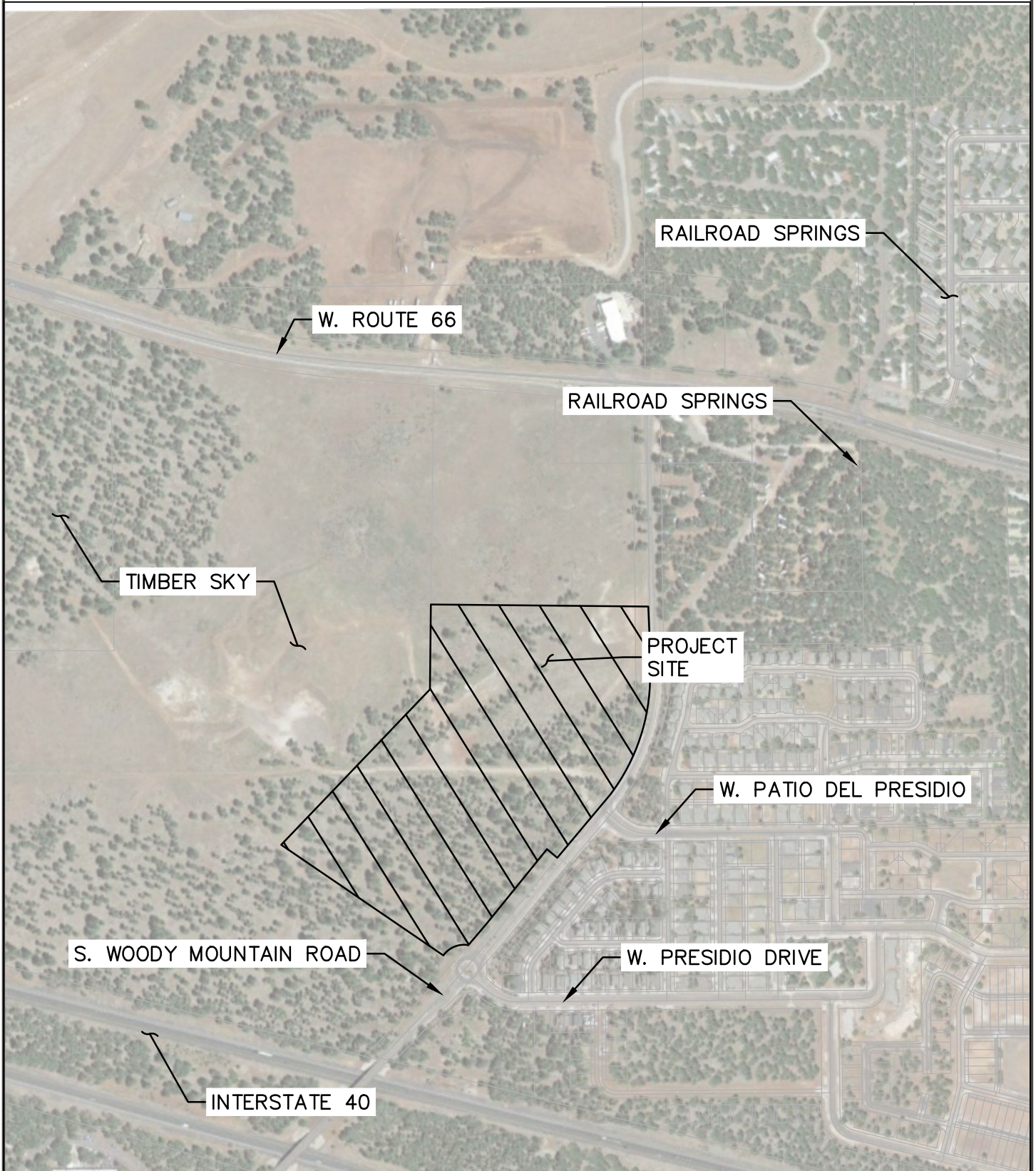


LOCATED IN SECTION 19, TOWNSHIP 21 NORTH,  
 RANGE 7 EAST, GILA AND SALT BASE MERIDIAN,  
 COCONINO COUNTY, FLAGSTAFF, ARIZONA





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# SKY COTTAGES at TIMBER SKY

PZ-20-00153



## Concept Zoning Map Amendment

Public Hearing Draft: December 23, 2020

# SKY COTTAGES at TIMBER SKY

## DEVELOPMENT TEAM

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## **INTRODUCTION**

To facilitate the larger community plan of, “all types of housing for all economic levels,” Vintage Partners is proposing to rezone and develop the south +/- 23.08 gross acres (calculated in accordance with Zoning Code definition for “Development Site Area) (+/- 21.27 net acres) of the overall +/- 37 acres generally located between US Route 66 and McAllister Ranch Road, west of Woody Mountain Road (“Rezone Property”) from RR RPO—Rural Residential, Resource Protection Overlay zone to MR RPO—Medium Density Residential, Resource Protection Overlay zone. See Legal Description in Concept Zone Plan exhibits.

This application, which is planned as an extension of the Timber Sky master-planned community, facilitates the development of Sky Cottages at Timber Sky (“Sky Cottages”), an accessible, athletic, outdoor build-to-rent community comprised of 1, 2, and 3 bedroom units oriented around a centrally located, expansive amenity and open space area, trail system, common courtyards, and other, more intimate passive open spaces. This project adds a “starter residence” to the Timber Sky master plan. Units will be market rate, with a percentage being affordable. True community must include all economic levels to be diverse—Sky Cottages will allow individuals to enjoy the lifestyle of Timber Sky before they may be able to purchase a home in Timber Sky.



Vintage Partners, the property owner and applicant, is a real estate development and investment firm that has been developing forward thinking and award winning projects throughout the State for more than 30 years. Projects in Flagstaff include the highly successful Timber Sky master-planned community—the finest Dark Skies compliant master-planned community in the Arizona and the public-private partnership with the Arizona Department of Transportation and the City to relocate Harkins Theater and ADOT and create a new regional roadway for the city of Flagstaff. Other projects include the redevelopment and restoration of Uptown Plaza in midtown Phoenix and the new adaptive re-use of two historically important Mid Century office buildings into the new Arrive Hotel.

Mosaic, the project designer and contractor, is a construction, design, and technology company, which is revolutionizing residential home construction services. Mosaic combines experienced construction crews with a technology-enabled platform that translates blueprints into simple step-by-step building instructions. This allows Mosaic to operate as a general contractor, which consolidates the different trades into cross-trained crews which self-perform across the key facets of building cycle—reducing construction time and increasing labor efficiencies, while at the same time, requiring no changes to the homebuilder's process. The larger goal of Mosaic is to fundamentally change the cost structure of the design and construction of homes. This project will allow for the further development of this technology which could revolutionize and drive costs down for greater affordability.

Sky Cottages represents an opportunity for diversification of housing choices within the Timber Sky master-planned community and the City. This unique parcel of land can express the goals set forth in Mosaic's mission and embodied in Vintage Partner's tireless work efforts, which is to make places people love, make them widely available and create diverse economic communities. This unique single-family semi-detached rental housing option will expand the attainability of beautiful homes for all Flagstaff residents, while offering further housing choices for those desirous of calling Timber Sky home.

Mosaic's novel approach to construction enables their architect to design homes that respond to the unique needs of a community, constraints of the environment, and rapid innovations in home technology, rather than homes that drive the highest profit for a developer. Vintage Partners have created a sandbox for the gestation of Mosaic's technology-based approach and Mosaic in turn hopes to honor their unique placemaking abilities by designing and building a community that will improve the quality of life for Flagstaff residents.

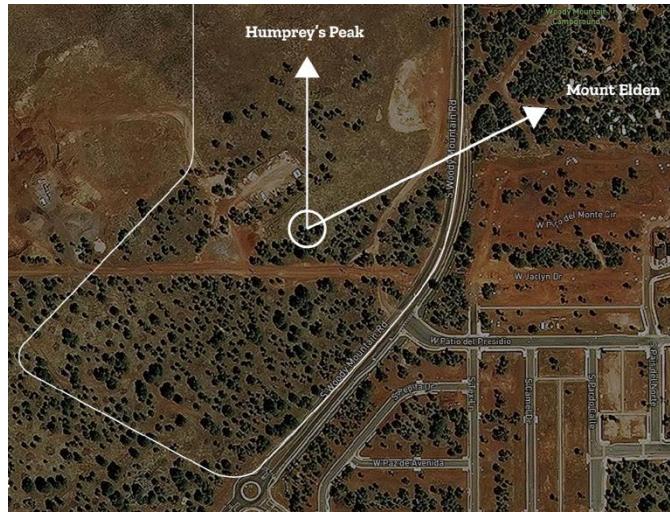
### **LOCATION & CONTEXT**

The Property consists of the south +/- 23.08 gross acres of the overall +/- 37 acres generally located between US Route 66 and McAllister Ranch Road, west of Woody Mountain Road. The Property is partially wooded and gently slopes from west to east. Of the remaining north +/- 14 acres (of the overall 37 acres), the +/- 2 acres at the immediate southwest corner of US Route 66 and Woody Mountain Road are located in unincorporated Coconino County and zoned G General Zone; the remaining 15 acres are zoned RR RPO.



Moving further outward, surrounding uses include: To the west, Timber Sky, an approved master-planned community currently under construction, containing high-density, medium-density, and single-family residential uses zoned HR, MR—Medium-Density Residential, R1 Single-Family Residential, CS—Commercial Service, and PS—Public Open Space, with the RPO over the entire project; to the north, across US Route 66, includes the City's Public Works Yard; to the east, across Woody Mountain Road is the Woody Mountain Campground and Presidio in the Pines residential community; and to the south is Interstate 40.

View corridors noticeable from the Property include the Humphreys and San Francisco Peaks to the north and Mount Elden to the northeast. The Property is accessible and viewable from Woody Mountain and McAllister Ranch Roads. The prevailing winds are generally from the southwest and at 7,000 feet Flagstaff experiences snow

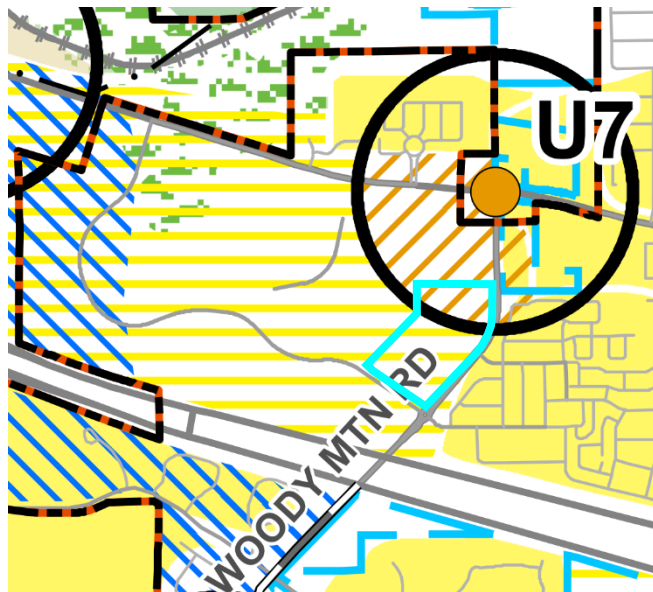


and temperature swings, including periodic freeze/thaw cycles. The limited height of the dwelling units will help to maximize sun exposure during these cycles, as to avoid ice build-up on pedestrian walks, including those along the north side of dwelling units. The Property experiences a lot of exposure; however, there is vegetation throughout providing shade. Precipitation naturally runs to the northeast of the Property and ultimately into Sinclair Wash. City subsurface conditions generally consist of rock and/or clay material; it is expected that this will be the same at Sky Cottages. All design will be per the recommendations of the geotechnical report. Finally, a 69 kV electrical line currently crosses the Property, which will be relocated and undergrounded off-site.

## **GENERAL PLAN CONFORMANCE**

The Flagstaff Regional Plan 2030 establishes the community's intention for what the region could and should be for future generations and presents a regional context for the preservation and enhancement of the community's character and natural environment, while providing for appropriate growth and development. Sky Cottages has been designed in concert with the vision and goals set forth in the Flagstaff Regional Plan 2030 related to new residential communities within the City's planning boundaries.

The north +/- 7.85 acres of Sky Cottages are designated as Urban—Future land use, with the remaining +/- 15.23 acres designated as Suburban—Future land use in the Future Growth Illustration Map. The proposed development is guided by these land uses. (The north +/- 14 acres of the overall 37 acres are designated as Urban—Future land use.) The current RR zoning on the Property does not reflect the intended development in the Flagstaff Regional Plan 2030. A chapter-by-chapter analysis of the Flagstaff Regional Plan 2030 against this application has been conducted that supports Sky Cottages' conformance with the Flagstaff Regional Plan 2030. The Flagstaff Regional Plan 2030 Analysis is provided at [Appendix 1](#).



## **DEVELOPMENT PROPOSAL**

**SITE PLAN.** Sky Cottages will be developed as an extension of the Timber Sky master-planned community with a target of 202 dwelling units (max. 208 d.u.; min. 199 d.u.) at an overall density of +/- 8.75 dwelling units per acre. Dwelling units will consist of a mixture of 1, 2, and 3 bedroom dwelling units. The Property is uniquely situated as the last remaining large parcel between Timber Sky and Woody Mountain Road. Sky Cottages is envisioned to develop and mature into a community that respects the natural environment and offers sustainable development.



The vision for Sky Cottages is to create a cohesive residential enclave that capitalizes on the unparalleled access to the natural environment. Sky Cottages will be developed as a collection of bungalows and townhomes offerings, anchored by an integrated network of community amenities, active and passive open spaces, and comprehensive connectivity to the Flagstaff Urban Trail System (FUTS) and natural environment, which will act as strong character influences for the community.

Sky Cottages has been designed to integrate into the larger fabric of the area, rather than create a series of isolated remnants of natural space. This application recognizes this and that the “edge” of the community is a critical point of interaction between the built and natural environments and requires sensitive consideration. Sky Cottages defines this “edge setting” through the use of landscaping, architecture, and open spaces that are specifically intended to sensitively integrate Sky Cottages into the natural form of the area, along with serving as a thoughtful extension of Timber Sky. Further, the “edge setting” promotes visual and physical connectivity to/from the Property, maintains significant landforms, and helps to protect the existing landscape in the area.

Sky Cottage is design around three main spatial ideas:

### 1. **Commons**

*Bungalow Courts* are an urban mini-block that has been prevalent in early 20th century urbanism in the West. The Bungalow Courts provide a small common which is lined by 10-14 units and their respective side yards. All of the units' entrances face the court and define it therefore providing residents with an intimate welcoming garden that encourages and supports neighborly communication and associations.

*Neighborhood Commons* are large parcels at the center of community, which include walking paths and larger open spaces for active and passive engagement. The Neighborhood Commons connect to the community through set entrances and gateways. The Bungalow Courts

are designed to face the Neighborhood Common and allow an easy pause from work for sport and recreation in the existing native forest.



## 2. **Circulation**

Roads in Sky Cottages are designed to look and feel like tree-lined city streets. For that reason, the majority of parking spaces are located off the street and into parking pockets. Residents are then able to park within a short walk to their houses, without overwhelming the streets with perpendicular parking spaces. Minimizing on-street parking allows for house frontage visibility and unobstructed views out from residences.

## 3. **Forest/Landscape**

The site layout has been focused on maximizing the preservation of the existing forest. The main street is based on an existing cut path and court locations have been organized so as to include as much of the existing forest as possible.

\* \* \*

**ARCHITECTURE.** Sky Cottages is planned to include four housing types ranging from 1 bedroom attached units to 3 bedroom units with a carport. The home facades are designed with traditional elements and materials that are part of the City's legacy architecture, such as porches framed with rough lumber, roof overhangs, and wood or wood-like siding.



In all units, the larger living spaces are located towards the side and/or back yards encouraging outdoor living. Specifically, the 1 bedroom units have a rear yard which orients to the exterior of the Property. Certain 1 and most all 2 bedroom units, which line the Bungalow Courts, are designed around side-yards

with the bedroom and living room facing them and a covered porch at the entrance facing the Court and allowing gradiance of intimacy and front-door living.

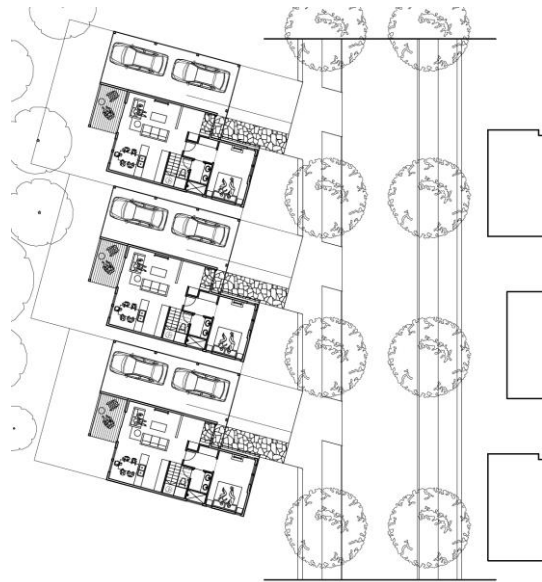
This site plan was created to cater to the distinct needs of each resident in their varying stages of life. The 1 and 2 bedroom units are oriented towards semi-private courtyards which will foster intimate connections between close neighbors as well as unique alcoves for passersby within the greater Sky Cottages community.



\* \* \*

Each 3 bedroom home is oriented to either the heavily wooded, or open and airy common space which also serves as a park for the rest of the community, thus allowing residents quick access to enjoy the open area.

Those units adjacent to Woody Mountain Road are strategically designed to include four-sided architecture (colors, materials, and detailing), as well as porches or similar elements, so that these units interact with Woody Mountain Road, rather than having the appearance of “turning their back” on the street.



**AMENITIES.** The intent of the programming for Sky Cottages is to weave it into the fabric of the greater Timber Sky masterplan which benefits from being accessible, athletic, outdoor, and affordable. For this reason, the site plan is intentionally designed with access to the Woody Mountain FUTS trail to the east, and the McAllister Ranch Road parkway. Further, residents will have dedicated access to the conservation area on the western property line of the community.

A major component of the overall planning and design effort for Sky Cottages is the integration of interconnected community amenities, active and passive open spaces, and trails for pedestrian connectivity. Internally, Sky Cottages has been developed around an expansive, centrally located open space (comprised of the North Common and the South Common), which also serves as the organizing element for the on-site pedestrian and vehicular circulation elements for Sky Cottages, as well as serve as a gathering spot for residents. Each of these elements is discussed and conceptually depicted in further detail below.



Sky Cottages is planned to provide an expansive, centrally located amenity area, along with other smaller, quaint open spaces evenly distributed throughout Sky Cottages, providing a variety of recreational and social opportunities within close proximity of Sky Cottages residents. The primary community amenity area is planned just off of the boulevard entry to Timber Sky. Primary community amenities will include the following: play area, event/gathering lawn, ramada, patio, fire pit, and/or sport court.

## NORTH COMMON



### KEY

- ① CONCRETE LOOP TRAIL
- ② DECOMPOSED GRANITE PATH
- ③ PERENNIAL GARDEN
- ④ SYNTHETIC TURF MULTI-PURPOSE PLAY FIELD
- ⑤ SHRUB BED AND/OR UNDISTURBED FOREST FLOOR
- ⑥ PLAYGROUND
- ⑦ RAMADA
- ⑧ BENCH
- ⑨ STEPS DOWN TO FIELD
- ⑩ EXISTING PONDEROSA PINE TREES

## SOUTH COMMON



### KEY

- ① DOG PARK
- ② 4-RAIL WOOD FENCE WITH WIRE MESH
- ③ CONCRETE WALK
- ④ DECOMPOSED GRANITE PATH
- ⑤ SHRUB BED AND/OR UNDISTURBED FOREST FLOOR
- ⑥ SHADE STRUCTURE
- ⑦ BENCH
- ⑧ EXISTING PONDEROSA PINE TREES

In addition to the primary community amenity area, Sky Cottages will include other amenity areas that will generally provide for passive uses at a smaller, more intimate scale than the primary community amenity. Programming in these spaces may include shade, lookout and seating, ramadas, and pathways. These secondary amenity areas are thoughtfully located and distributed throughout Sky Cottages to promote convenience and connectivity for residents.



Lastly, the planned +/- 1 acre detention basin in the upper northeast corner of the Property is intended to also serve as usable public civic space. The slope of the detention basin will naturally allow for use as an amphitheater, which residents can activate as a gathering space for recreation, movie screenings, or speaker series. The detention basin is

designed to provide side slopes of 4:1, with a maximum depth of 3 FT. (The detention basin side slopes will not exceed a maximum of 3:1 during final design.)



**ACCESS / CIRCULATION/OFF-SITES.** Access to Sky Cottages is planned via boulevard-type entries off Woody Mountain and McAllister Ranch Roads. Entries will include landscaping, shade trees, detached sidewalks, project monument signage, and lighting both pedestrian and vehicular traffic. Both access points are strategically located to efficiently distribute vehicle trips generated by Sky Cottages. The access drives connect near the center and serve as the organizing element for two “offshoot” looped drives. The street and sidewalk network has been specifically designed in a grid-like pattern, creating relatively small blocks intended to provide the highest quality pedestrian environment. NAIPTA has indicated that public transit may become available in the area as soon as 2022. Vintage Partners is committed to installing a bus stop at such time public transit is provided to serve Sky Cottages and surrounding developments.



Off-site road improvements includes the north-half street for McAllister Ranch Road from the roundabout at Woody Mountain Road to the internal roundabout within Timber Sky. These improvements will be completed with the Phase 2 Infrastructure Improvements for Timber Sky prior to the Sky Cottages development completion. Other improvements include the west-half street of Woody Mountain from the roundabout at McAllister Ranch Road up to the northern boundary of the Sky Cottages development. Access into the Sky Cottages at the Woody Mountain Road / Patio del Presidio intersection will be improved with a southbound right-turn lane, as well as with a northbound left turn lane within the existing raised median. Additionally, the TIA supports one southbound thru lane instead of

the full arterial section. Improvements along Sky Cottages' Woody Mountain Road frontage will also include a meandering 10 FT wide concrete FUTS. The improvements along Woody Mountain Road will be completed with the Sky Cottages development. Cross-sections of the improvements along Woody Mountain Road can be found in the Concept Zone Plan exhibits.

**PEDESTRIAN CONNECTIVITY.** Sky Cottages expands on the recreational benefits provided in Timber Sky, while sensitively integrating a more urban fabric into the natural environment. Numerous non-vehicular points of off-site pedestrian access are planned around the perimeter of Sky Cottages, thus ensuring residents convenient and direct access. These points include: **(1)** One 10 FT wide concrete walkway connecting residents with the north +/- 14 acres; **(2)** Numerous 5 FT wide concrete sidewalks connecting residents to the planned 10 FT wide paved FUTS walkway along Sky Cottages' Woody Mountain Road frontage, which ultimately connects with the north +/- 14 acres and McAllister Ranch Road to the south; **(3)** An additional three connections planned to/from the civic space along Woody Mountain Road, including a 5 FT wide concrete walkway to the north, a 10 FT concrete walkway at the mid-point, and a 6 FT wide concrete walkway to the south; **(4)** 5 FT wide concrete walkways connecting residents to the planned 5 FT detached concrete sidewalk along McAllister Ranch Road; and **(5)** two 5 FT wide concrete walkways connecting residents to open space and the rock outcropping preservation in Timber Sky.



The on-site pedestrian circulation system within Sky Cottages ensures residents are afforded readily accessible and proximate access to the pedestrian network. This network has been thoughtfully planned to facilitate non-vehicular circulation by Sky Cottages residents. Internal roadways will include the construction of concrete sidewalks on both sides of the roadway and landscaping for shade and aesthetic purposes.

Additionally, a pathway meandering through the primary amenity provides “off-shoots” that conveniently link all Sky Cottages residents with primary amenity and other parts of the community, including other open spaces. The final design for the on-site pedestrian network, including the location of the meandering pathway, will be determined at time of Site Plan Review to ensure a safe and comfortable pedestrian experience, as well as to maintain existing tree resources to the maximum extent possible.

**LIGHTING.** Sky Cottages incorporates the highest level of lighting standards for any residential community in Flagstaff by adopting the relevant standards already approved at Timber Sky. Dark Sky lighting experts have declared Timber Sky to be, “the finest Dark Sky Master Planned Community in the US”. These standards will also be incorporated into the Codes, Covenants & Restrictions for Sky Cottages, with significant thresholds required to revise these standards. The intent of these standards is that Sky Cottages will not only meet the City’s lighting code, but will exceed it. See attached [Lighting Plan](#).

## **RESOURCE PROTECTION OVERLAY**

Sky Cottages has been site planned to preserve as many large, mature Ponderosa Pine trees as possible. The south two-thirds of the Sky Cottages site is a healthy Ponderosa Pine forest. The tree resources on the Property have been surveyed and accounted for in accordance with the Zoning Code. Based on these results, Sky Cottages preserves +/- 37.7% of the tree resources. Note, no steep slope resources on the Property—the Property slopes from 0% to 16.99%. The final Resource Protection Overlay plan and calculation will be submitted at time of Site Plan Review.

## **INFRASTRUCTURE**

**WATER / SEWER.** A Water and Sewer Impact Analysis (WSIA) was completed by the City of Flagstaff for a similar land use on the Property, dated December 20, 2013. Accordingly, the City has waived the requirement to provide an additional WSIA study for Sky Cottages. There are no required offsite water improvements required. Offsite sewer improvements will be required for this development as identified in the Aspen Heights WSIA and as shown in the City of Flagstaff Sewer Project WW3457 Kit Carson to Kaibab Lane Sewer Main. Additionally, a recapture and/or reimbursement agreement will be drafted between Vintage Partners and the City related to the required offsite sewer improvements.

Water to the site will be provided by an 8-inch water main loop within the project site connecting to an existing 12-inch PVC water main in McAllister Ranch Road and to an existing 12-inch D.I. water main in Woody Mountain Road. Sewer will be provided by an 8-inch sewer main throughout the project site connecting to an existing 8-inch D.I. stub at the driveway on Woody Mountain Road. Additionally, an 8-inch water and an 8-inch sewer stub have been provided at the northwest corner of the project to service the future Timber Sky development as identified in the Aspen Heights WSIA.

**DRAINAGE / STORMWATER.** The Property currently drains to the east/northeast to an existing 4 FT x 3 FT concrete box culvert under Woody Mountain Road. The stormwater flows are then conveyed through a storm drain system within Presidio in the Pines and ultimately discharge into Sinclair Wash. With the proposed improvements, the Property will drain to the northeast through a proposed onsite storm drain system to the proposed extended detention basin in order to maintain the outfall to the existing box culvert and ultimately to Sinclair Wash.

The City requires detention/LID for any development greater than ¼ acre in size. The proposed site is undeveloped; therefore, 442,220 SF of impervious cover is added with the project. A proposed extended detention basin will be provided in the northeast corner of the Property and will retain the required runoff off capture volume (ROCV) of 36,852 CF. The proposed extended detention basin will also be designed retain the difference between the 100-year pre- and post-development runoff volume and the outlet structure within the basin will be designed to mitigate the 100-year post-development runoff rate to equal to or less than the pre-development runoff rate.

**MATERIAL MANAGEMENT STRATEGIES.** Trash and recycling services will be managed by a valet service. A final Material Management Strategies plan will be submitted at time of Site Plan Review.

### **PUBLIC SERVICES**

Sky Cottages is ideally situated for the proposed residential use. Access to the Property is provided from both Woody Mountain and McAllister Roads providing residents and emergency vehicles convenient access. Although the Property is relatively near the City Limits, one of the City's central intersections of Milton Road and US Route 66 is only 2 miles east.

All services are available in this area for new residents including schools, shopping and other public services. The Sky Cottages community will provide much needed housing that is physically close to the City. Within the

last few years the infrastructure of the City public potable water system has been extended beyond this Property to the Gore facility south of Interstate-40. This extension allows Sky Cottages to connect to the City infrastructure. The development is suitable for this area of the City and will complement the surrounding properties.

**FIRE.** The City Fire Department provides fire coverage for the area of Sky Cottages. The closest fire station is Station #1 located at 1972 South Thompson Street, approximately 1.5 miles from Sky Cottages. As an important wildland-urban interface between the City and the surrounding forest, Sky Cottages will provide suitable access and fire wise construction practices.

**POLICE.** The City Police Department will be the police protection agency for Sky Cottages.

**SCHOOLS.** Sky Cottages lies within the Flagstaff Unified School District. It is anticipated that the elementary age children (K-5) will attend Sechrist Elementary School as De Miguel Elementary School is at capacity. Sechrist is approximately 3 miles to the northeast of the Property. The middle school age children (6-8) will attend Mt. Elden Middle School, which is approximately 5 miles northeast of the community. The Flagstaff High School, located about 2 miles northeast of the site will serve grades 9-12. The Haven Montessori Charter School is located approximately 1.5 miles northeast of the site.

## **PHASING**

Sky Cottages may be developed in one or more phases, as market conditions warrant. Development plans for each phase will be submitted to the City for review to ensure proper and orderly development.

## **FINDINGS FOR ZONING MAP AMENDMENT**

Pursuant to Section 10-20.50.040 of the Zoning Code, an amendment to the Zoning Map may be approved if all of the following finding are made, as applicable to the type of amendment:

1. The proposed amendment is consistent with and conforms to the goals of the Regional Plan.

**Response:** The proposed rezone is consistent with and conforms to the goals and policies of the Regional Plan. As shown on the Future Growth Illustration Map of the Regional Plan, the Property has two types of land use designations: “Area Types” describe the placemaking context of Urban, Suburban, Rural, or Employment; and “Place Types” such as activity centers, corridors, and neighborhoods which provide the framework for density, intensity, and uses within the Area Types. The majority of the Property falls within the Suburban—Future Area Type, with a small portion falling within the Urban—Future Area Type and the Urban Activity Center Place Type-pedestrian shed (U7). The proposed MDR zoning district and site plan, including the strategic location of active and passive open spaces and civic space, conform to the Area and Place Type designations on the Property.

Sky Cottages promotes and furthers the following Regional Plan key points and community benefits. A detailed analysis of the Regional Plan is provided at Appendix I.

1. The Property is considered Greenfield development, is within the Urban Growth Boundary, and can be efficiently and effectively provided with facilities and services by the City.
2. The Property is primarily located on the periphery of Urban Activity Center U7, which offers an ideal location for moderate density housing. This project takes this adjacency and

intended intensity into account, and provides critical mass to the area to support the future development of U7.

3. Existing transportation infrastructure and existing water infrastructure is available at this site.
  4. The project preserves much of the natural environment and resources on the Property through the use of compact, walkable design principles.
  5. The project will contribute to the completion of a regional sewer system that can serve other areas in the City.
  6. The project will contribute to the mix of houses in the area by providing a unique, single-family semi-detached rental housing option.
  7. The project will provide extensive active and passive open space amenities and civic space, as well as connections with the FUTS.
2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan.

**Response:** Sky Cottages will not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and will add to the public good as described in the Regional Plan. Sky Cottages provides affordable workforce housing at an appropriate density, supports community interaction, and conserves the natural environment and resources—all in keeping with the designated Area and Place Types on the Property. Sky Cottages promotes the efficient use of infrastructure, transportation, and other public improvements, and contributes to the stability of an active and growing urban-suburban neighborhood. Sky Cottages also provides extensive active and passive open spaces, civic space,

recreational and social opportunities, and connections to the FUTS, consistent with the surrounding area. The proposal offers an appropriate density to meet the regional scale designation of the Area and Place Types, while introducing new housing opportunities to serve the City.

3. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle access and public services and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

**Response:** The requested rezone and proposed use will not endanger, jeopardize or constitute a hazard to the property or improvements in the vicinity. The proposed zone change conforms to the Regional Plan and will meet all applicable development standards, engineering requirements, and buildings codes. Emergency vehicle access, public service, and infrastructure and utilities exist or will be provided to ensure that Sky Cottages does not have a detrimental impact. Development plans and construction documents will be submitted to the City for review to ensure properly and orderly development.

# **SKY COTTAGES at TIMBER SKY**

## **APPENDIX I—GENERAL PLAN CONFORMANCE**

The Flagstaff Regional Plan 2030 (“Regional Plan”) provides the City with guiding policies and goals to assist in its decision making process. Sky Cottages involves the rezoning of approximately 23.08 acres of property located at the northwest corner of Woody Mountain Road and the McAllister Ranch Road alignments. Accordingly, the development proposal must be assessed for consistency with the goals and policies of the Regional Plan. The north +/- 7.85 acres of Sky Cottages are designated as Urban—Future land use, with the remaining +/- 15.23 acres designated as Suburban—Future land use in the Future Growth Illustration Map. The proposed development is guided by these land uses. A chapter-by-chapter review of the Regional Plan against this application has been conducted and the following analysis demonstrates that approval of Sky Cottages is consistent with and furthers the goals and policies of the Regional Plan that are intended to apply to development of new communities primarily designated Suburban—Future land use, with a portion designated Urban—Future land use.

## **NATURAL ENVIRONMENT**

### **CHAPTER IV—ENVIRONMENTAL PLANNING & CONSERVATION**

#### **Air Quality**

Goal E&C.1. Proactively improve and maintain the region's air quality.

*Sky Cottages is located in an area of Flagstaff that includes large employers, including W.L. Gore, Swire Coca-Cola, Banker Insulation, and the City of Flagstaff's Public Works Yard. This adjacency will give employees an opportunity to live near their work, thereby reducing their carbon footprint. Additionally, Sky Cottages provides an extensive on-site and off-site pedestrian network, including the extension of FUTS along Sky Cottages' Woody Mountain Road frontage, which promotes alternative modes of transportation, such as walking, bicycling, etc.*

## Climate Change & Adaptation

Goal E&C.2. Reduce greenhouse gas emissions.

Policy E&C.2.1. Encourage the reduction of all energy consumption, especially fossil-fuel generated energy, in public, commercial, industrial, and residential sectors.

Goal E&C.3. Strengthen community and natural environment resiliency through climate adaptation efforts.

Policy E&C.3.2. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce the community's vulnerability to climate change impacts).

*The inclusion of designated pedestrian and bike corridors in new residential developments allows residents access to alternative modes of transportation during much of the year. Sky Cottages promotes alternatives to traditional motorized forms of transportation by including an extensive on-site pedestrian circulation system that favors pedestrian and bike access, as well as connects to the off-site FUTS trail. This system ensures that Sky Cottages' residents are afforded readily accessible and proximate access to the pedestrian network, thus encouraging various forms of non-vehicular transportation over the automobile—ultimately helping to reduce greenhouse emissions and minimizing climate change.*

*Additionally, Vintage Partners and Mosaic understand the important role sustainable development plays in reducing the strain on our natural resources. Accordingly, Sky Cottages is planned to be environmentally responsible and resource efficient in order to optimize energy use and reduce waste. Beginning with building construction, Mosaic is proposing to incorporate simple building materials, as well as other locally-sourced materials to the greatest extent possible to reduce transportation distances, which in turn lowers greenhouse gas emissions. The development further incorporates green building practices through the use of passive architectural elements including building overhangs*

*that encourage outdoor living and ample windows to welcome natural light. The development's landscape design incorporates native, drought-tolerant vegetation and xeriscaping to reduce water consumption, and preserves existing natural features, including Flagstaff's cherished Ponderosa Pines.*

## **Dark Skies**

Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.

Policy E&C.5.1. Evaluate the impacts of the retention of dark skies regarding lighting infrastructure and regulatory changes, land use decisions or changes, and proposed transportation developments within the region.

Policy E&C.5.4. Encourage uses within Lighting Zone 1 of the lighting codes of the City and County that do not require outdoor lighting, and discourage those which require all-night lighting.

*As an extension of Timber sky, Sky Cottages will also utilize the most stringent lighting standards of any other residential development in the City. Sky Cottages incorporates the same lighting standards approved for Timber Sky, which is considered the finest Dark Sky Master Planned Community in the United States by dark sky experts. Additionally, given the Property's proximity to the Lowell and Naval Observatories, these standards ensure that Sky Cottages will not only meet the City's lighting code, but exceed it.*

*Vintage Partners recognizes the importance of Flagstaff's dark skies as a significant natural, economic, and cultural resource, and further understands that reducing light pollution comes with the added benefit of decreased energy consumption. In an effort to reduce any negative human or environmental impacts from light pollution, the Sky Cottages development will utilize intelligent, low-spectrum lighting that minimizes glare and ecological disturbance.*

## Ecosystem Health

Goal E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.

Policy E&C.6.7. Use best practices to control the spread of exotic and invasive plants, weeds, and animals, and eradicate where possible.

Policy E&C.6.8. Disturbed areas for improvements and landscaping for new developments shall emphasize the use of native, drought-tolerant or edible species appropriate to the area.

*The Property contains mature Ponderosa Pine trees, which will be preserved through the application of the Resource Protection Overlay requirements to the greatest extent possible. Flagstaff's Ponderosa Pine forests are a valuable resource that contribute to the City's healthy plant and animal communities, reduce the risk of wildfire, and maintain the unique woodland feel of the area. Accordingly, Sky Cottages is been planned to preserve as many healthy Ponderosa Pine trees as possible in order to protect this resource, which will in turn protect and enhance the proposed development. Disturbed areas of the development are planned to be planted with native, drought-tolerant, or edible species in the City's Landscape Plant List (Appendix 3 of the Flagstaff Zoning Code) and adhere to Xeriscape principles (Sec. 10-50.60.010.A of the Flagstaff Zoning Code), so that new landscaping will seamlessly blend with the existing natural environment.*

## CHAPTER VI—WATER RESOURCES

### Planning to Meet Future Demands

Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.

Policy WR.4.1. Use the *Regional Plan* as a guide for the *Utilities Integrated Master Plan* to better plan for the necessary infrastructure sizing and location to accommodate planned growth and resource management.

Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

*Vintage Partners is committed to managing its water and wastewater efficiently and prudently. Sky Cottages aligns with the Regional Plan's goals and policies of coordinating new growth with existing and planned infrastructure in a sensible manner. The existing and planned infrastructure in the immediate and surrounding areas is intended to support existing development, as well as additional growth in this part of the City.*

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Policy WR.5.3. Identify downstream impacts as the result of development, and provide for mitigation measures to address impacts. When possible, mitigations should be non-structural in nature.

Policy WR.5.4. Develop any necessary stormwater infrastructure improvements consistent with City of Flagstaff

stormwater master plans or studies as adopted by the City.

- Policy WR.5.5. Give preference to regional detention facilities that are designed in conjunction with smaller low-impact development features, rather than numerous smaller dispersed basins. Encourage regional detention basins to incorporate.

*Sky Cottages will be improved with an on-site storm drain system that will drain to the northeast through an extended detention basin. The proposed detention basin will then direct the outfall flows to an existing box culvert and ultimately the Sinclair Wash. The proposed detention basin will be designed to retain the difference between the pre- and post-development runoff volumes, and the outlet structure within the basin will be designed to reduce the post-development runoff rate to equal to or less than the pre-development runoff rate, thus mitigating potential downstream impacts. Utilizing the regional Sinclair Wash in coordination with the proposed low-impact controls will uniformly distribute runoff flows to allow for effective capture, release, and filtration, which will result in decreased volume and improved stormwater quality.*

## **CHAPTER VII—ENERGY**

Goal E.1. Increase energy efficiency.

- Policy E.1.1. Promote and encourage innovative building practices through instruction on efficient building materials and methodology.
- Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.

Policy E.1.6. Develop land use regulations promoting land use patterns that increase energy efficiency.

Policy E.1.10. Incentivize energy efficiency and renewable energy technologies in construction projects.

*Vintage Partners has partnered with Mosaic, a construction, design, and technology company, which utilizes a unique, technology-enabled platform that turns complicated blueprints into simple step-by-step building instructions, thus reducing energy and minimizes construction waste. The use of this technology will be the first of its kind in Flagstaff.*

*Creating harmony between the natural and built environment is a cornerstone of the Sky Cottages community. Through the use of renewable building materials and native vegetation and strategic architecture, Sky Cottages will respect the natural environment while providing cost-sensitive, energy-efficient housing. The residential units have been thoughtfully designed to be space-efficient, utilize natural light and climate controlled, and to provide energy-efficient technology that will reduce utility costs and electricity consumption.*

Policy E.1.5. Promote and encourage the expansion and use of energy-efficient modes of transportation:

- a. Public transportation
- b. Bicycles
- c. Pedestrians

*Sky Cottages promotes energy-efficient alternatives to motorized forms of transportation by including an extensive on-site pedestrian circulation system that favors pedestrian and bike access, as well as connects to the off-site FUTS trail. Sky Cottages is designed to promote active, outdoor lifestyle that inspires physical activity through the provision of on-site recreational space. The pedestrian network seamlessly integrates the development into Flagstaff's regional urban trail and bikeway network, which will encourage the use of environmentally-friendly transportation modes such as walking and biking for recreation and transportation purposes.*

# **BUILT ENVIRONMENT**

## **CHAPTER VIII—COMMUNITY CHARACTER**

Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.

Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.

Policy CC.1.2. Continue to define and further develop the community character by incorporating the natural setting into the built environment at all design scales.

Policy CC.1.4. Identify, protect, and enhance gateways, gateway corridors, and gateway communities.

*Sky Cottages is planned to maintain the noticeable view corridors from the Property to the San Francisco Peaks to the north and Mount Elden to the northeast, as well as the on-site natural environment and resources to the greatest extent possible.*

Goal CC.3. Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.

Policy CC.3.1. Encourage neighborhood design to be respectful of traditional development patterns and enhance the overall community image.

Policy CC.3.3. Emulate the most celebrated design traditions of Flagstaff, particularly the pre-Route 66 and early Route 66 eras.

Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.

- Policy CC.4.1. Design streetscapes to be context sensitive and transportation systems to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs.
- Policy CC.4.3. Employ design solutions that balance the interface of the natural and built environments, with the most urbanized core activity areas being the most built, and the most rural areas being the most natural.
- Policy CC.4.5. Encourage local landscaping using Xeriscape, low-impact principles, and native vegetation wherever possible.
- Policy CC.4.6. Use landscaping to benefit the environment and improve aesthetics, in order to maximize the economic benefit that a well landscaped community provides.
- Policy CC.4.9. Develop appropriate tools to facilitate the undergrounding of existing overhead utility lines, especially in established viewsheds and in reinvestment areas.

*The vision for Sky Cottages is to create a distinct residential enclave that provides unparalleled access to the natural environment. Sky Cottages will be developed as a collection of bungalows and townhomes, anchored by an integrated network of community amenities, active and passive open spaces, and comprehensive connectivity to the FUTS, all of which serve as strong character influences for the Sky Cottages.*

*Sky Cottages has been designed to seamlessly blend into the larger fabric of the area, rather than create a series of isolated remnants of natural space. Mosaic recognizes the “edge” of the community is a critical point of interaction between the natural and built environments that requires thoughtful consideration. Sky Cottages has been designed to respect and be compatible with the natural context of the area and Flagstaff’s architectural traditions. Building materials will be selectively chosen to include the use of natural elements, including native building stones, finished and unfinished wood, and wide, overhanging eaves that create a mountain contemporary design.*

*The project’s landscape design further softens the transition between the natural and built environment through the incorporation native plants and xeriscaping that create an aesthetically-pleasing natural landscape. In addition to the proposed landscape and hardscape improvements, Vintage Partners is proposing to preserve as many mature Ponderosa Pine trees as possible, which will further maintain the woodland feel of the area.*

## **CHAPTER IX—GROWTH AREAS & LAND USE**

Goal LU.2. Develop Flagstaff 's Greenfields in accordance with the *Regional Plan* and within the growth boundary.

Policy LU.2.1. Design new neighborhoods that embody the characteristics of Flagstaff’s favorite neighborhoods – that is, with a mix of uses, a variety of housing types and densities, public spaces, and greater connectivity with multimodal transportation options.

*Sky Cottages, as an important component of the City’s growth, represents a unique opportunity for diversification of housing choices within the larger Timber Sky master-plan community and the City. Vintage Partners, working with Mosaic, sees this project as an opportunity to provide a unique, single-family semi-detached rental housing option, further diversifying the housing options for*

*individuals,, families, etc. wishing to be a part of, and enjoy the amenities of the greater Timber Sky community.*

Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.

*Sky Cottages preserves the special scenic and view corridors of the area. From within the Property, distant views are present providing the opportunity for mountain views. “Sky islands” are evident by looking at Humphreys Peak to the north and Mount Elden to the northeast. Additionally, Sky Cottages will not impact adjoining parcels views—single-story units are planned around the perimeter of the Property, with two-story units nearer to the center.*

Policy LU.2.4. Utilize Low Impact Development (LID) strategies and stormwater best practices as part of the overall design for new development.

*Sky Cottages is committed to managing its stormwater efficiently and prudently, including utilizing Low Impact Development strategies.*

Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.

Policy LU.3.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, corridors, public spaces, and connectivity as the structural framework for development.

Policy LU.3.2. Coordinate land use, master planning, and recreational uses, when feasible, with local, state, and federal land management agencies and tribal land owners.

*Sky Cottages improves on the existing and planned connectivity and amenities within Timber Sky and the surrounding area. Vintage Partners recognizes that Sky Cottages is adjacent to an Urban Activity Center at the immediate southwest corner of US Route 66 and Woody Mountain Road, which is planned to include a higher-degree of pedestrian and bicycle connectivity. Accordingly, Sky Cottages includes opportunities for a wide non-vehicular points of connection to this Urban Activity Center. Sky Cottages also includes other non-vehicular points of off-site access, including an opportunity for access to the FUTS. Additionally, the Sky Cottages' site plan has been closely coordinated with the Timber Sky master-plan to provide a landscaped pedestrian paseo connecting residents to the rock outcropping preservation area located to the west within Timber Sky development parcels 2 and 3.*

*Within Sky Cottages, Vintage Partners offers a unique experience to its residents through a varied collection of active and passive amenities that capitalize on the unparalleled access to the natural environment.*

Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.

- Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.
- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Policy LU.5.3. Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.

- Policy LU.5.6. Encourage the distribution of density within neighborhoods in relationship to associated activity centers and corridors, infrastructure, transportation, and natural constraints such as slopes and drainages.

*The Property is located within the designated growth boundary set forth in the Regional Plan and is appropriate for Future-Suburban development adjacent to an Urban Activity Center. Sky Cottages has been designed in a compact form to maximize the residential development potential, while maintaining the natural environment and providing efficient and easy access to on-site open spaces. The units are evenly distributed and oriented around an expansive, centrally located open space and amenity area, as well as near a dual-purpose detention basin, which will serve as a secondary amenity. Sky Cottages is planned to provide more than one-third of usable open space (includes central amenity, detention basin, and courtyard areas; excludes other open space areas).*

Goal LU.6. Provide for a mix of land uses.

- Policy LU.6.1. Consider a variety of housing types and employment options when planning new development and redevelopment projects.

- Policy LU.6.4. Provide appropriate recreational and cultural amenities to meet the needs of residents.

*Sky Cottages provides an appropriate mix of residential and active and passive open space uses throughout the Property. Sky Cottages is intended to add a "starter residence" to the Timber Sky master-plan. True community must include all economic levels to be diverse—this affordable rental product will allow individuals to enjoy the lifestyle of Timber Sky before they may be able to purchase an actual home in Timber Sky. The unique character, assorted housing, and lifestyle opportunities within Sky Cottages will contribute to the presence of a healthy social mix that will enrich the identity and quality of life of Sky Cottages' residents.*

Goal LU.7. Provide for public services and infrastructure.

Policy LU.7.1. Concentrate urban development in locations that use land efficiently, and are served by roads, water, sewer, and other public facilities and services, and that support transit, reduced vehicle trips, and conservation of energy and water.

Policy LU.7.3. Require development proposals to address availability of adequate public services.

Goal LU.8. Balance future growth with available water resources.

Policy LU.8.1. Available water resources should be a consideration for all major development and subdivision applications.

Policy LU.8.2. Impacts on the City's water delivery infrastructure should be a consideration for all residential and nonresidential development proposals.

*Sky Cottages is a natural extension of existing development and a logical next step in the area's growth pattern. Sky Cottages will facilitate the orderly extension of sewer infrastructure that will benefit not only Sky Cottages, but the surrounding community and the City as a whole. Sky Cottages has access to all other existing public infrastructure, which creates efficient and convenient points for Sky Cottages' infrastructure systems.*

Goal LU.10. Increase the proportion of urban neighborhoods to achieve walkable, compact growth.

*Sky Cottages supports walkable, compact growth through prioritizing on-site pedestrian connectivity and, importantly, off-site connectivity to the adjacent Urban Activity Center at the immediate southwest corner of US Route 66 and Woody Mountain Road. Recognizing that the Property is adjacent to this Urban Activity Center, Vintage Partners designed Sky Cottages based on simple, urban*

*grid system with north-south and east-west streets (as opposed to a suburban, “branch-like” street system), with the purpose of connecting and focusing residents around the central amenity, increasing activity, and creating a walkable environment.*

Goal LU.18. Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices.

- Policy LU.18.1. Design activity centers and corridors appropriate to and within the context of each area type: urban, suburban, or rural.
- Policy LU.18.4. Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multi-family housing.
- Policy LU.18.5. Plan for and support multi-modal activity centers and corridors with an emphasis on pedestrian and transit friendly design.
- Policy LU.18.6. Support increased densities within activity centers and corridors.
- Policy LU.18.8. Increase residential densities, live-work units, and home occupations within the activity center’s pedestrian shed.
- Policy LU.18.9. Plan activity centers and corridors appropriate to their respective regional or neighborhood scale.
- Policy LU.18.13. Promote higher density development in targeted areas where economically viable and desired by the public.

*As illustrated in the Future Growth Illustration Map at Page 6, an Urban Activity Center is located at the immediate southwest corner of US Route 66 and Woody Mountain Road. The Property is located on the periphery of this Urban Activity Center, which offers an ideal location for increased density. As such, Sky Cottages takes this adjacency and intended intensity into account with the requested MDR zoning district. Sky Cottages will bring critical mass to the area, furthering the possibility that the Urban Activity Center will be developed in the future.*

## **CHAPTER 10—TRANSPORTATION**

Goal T.1. Improve mobility and access throughout the region.

- Policy T.1.1. Integrate a balanced, multimodal, regional transportation system.
- Policy T.1.2. Apply Complete Street Guidelines to accommodate all appropriate modes of travel in transportation improvement projects.
- Policy T.1.3. Transportation systems are consistent with the place type and needs of people.
- Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.

Goal T.2. Improve transportation safety and efficiency for all modes.

- Policy T.2.1. Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.

*Sky Cottages has been designed to accommodate multiple modes of transportation, both motorized and non-motorized. The site design includes an extensive on-site pedestrian and bicycle network, as well as numerous non-motorized off-site connections. Through this on-site network and off-site connections and the internal street network, transportation will be facilitated in a safe, efficient, and multi-modal movement.*

Goal T.3. Provide transportation infrastructure that is conducive to conservation, preservation, and development goals to avoid, minimize, or mitigate impacts on the natural and built environment.

*The on-site transportation system, which is planned as a simple, urban grid system, has been thoughtfully designed to preserve as many Ponderosa Pine trees and enhance corridors for multi-modal movement, in order to complement the native landscape present on the Property and planned native landscaping, including the tree lined streets.*

Goal T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.

Policy T.4.1. Promote context sensitive solutions (CSS) supportive of planned land uses, integration of related infrastructure needs, and desired community character elements in all transportation investments.

Policy T.4.2. Design all gateway corridors, streets, roads, and highways to safely and attractively accommodate all transportation users with contextual landscaping and appropriate architectural features.

*Access to Sky Cottages is planned via boulevard-type entries off Woody Mountain and McAllister Ranch Roads. Entries will include landscaping, shade trees, detached sidewalks, project monument signage, and appropriately scaled lighting for both pedestrian and vehicular traffic.*

Both access points are strategically located to efficiently distribute vehicle trips generated by Sky Cottages. The access drives connect near the center and serve as the organizing element for an “offshoot” looped drive. The street and sidewalk network has been specifically designed in a grid-like pattern, creating relatively small blocks intended to provide the highest quality pedestrian environment.

Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.

Policy T.5.1. Provide accessible pedestrian infrastructure with all public and private street construction and reconstruction projects.

Policy T.5.2. Improve pedestrian visibility and safety and raise awareness of the benefits of walking.

Policy T.5.3. Identify specific pedestrian mobility and accessibility challenges and develop a program to build and maintain necessary improvements.

Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.

Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.

Policy T.6.1. Expand recognition of bicycling as a legitimate and beneficial form of transportation.

Policy T.6.2. Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.

Policy T.6.4. Encourage bikeways and bicycle infrastructure to serve the needs of a full range of bicyclist experience levels.

*Vintage Partners recognizes the importance of walking and bicycling as a beneficial form of transportation and recreation. As such, Sky Cottages is planned to include internal roadways with sidewalks on both sides and landscaping for shade to create a comfortable pedestrian environment. Additionally, a pathway meandering through the central amenity is planned to provide “off-shoots” that conveniently link all of Sky Cottages’ residents with the central amenity and other parts of the community, including other open spaces.*

## **CHAPTER XI—COST OF DEVELOPMENT**

Policy CD.1.5. Require that new development pay for a fair and rough proportional share of public facilities, services, and infrastructure.

*Sky Cottages will facilitate the orderly extension of sewer infrastructure that will benefit not only Sky Cottages, but the surrounding community and the City as a whole. Sky Cottages has access to all other existing public infrastructure, which creates efficient and convenient points for Sky Cottages’ infrastructure systems.*

## **HUMAN ENVIRONMENT**

### **CHAPTER XII—NEIGHBORHOODS, HOUSING & URBAN CONSERVATION**

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

Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.

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

*Sky Cottages, as an accessible, athletic, outdoor, and affordable community, fosters points of activity, increased density, off-site connections, and multi-modal transportation appropriately located adjacent to an Urban Activity Center. This application promotes these Goals by further diversifying housing in the area by providing an affordable "starter residence" that will allow individuals to enjoy the lifestyle of Timber Sky before they may be able to purchase a home in Timber Sky. All housing in Sky Cottages will be new and meet current building codes; therefore, making it safe for all residents.*



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## **CITIZEN PARTICIPATION REPORT for SKY COTTAGES**

City of Flagstaff Case No. PZ-20-00153

Section 19, T 21 N, R 07 E, G&SRM  
City of Flagstaff,  
Coconino County, Arizona

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Submitted: October 15, 2020  
Updated: December 31, 2020

# PROJECT OVERVIEW

Vintage Partners, LLC (“Vintage”) is proposing to develop Sky Cottages on the approximate 23 acres generally located at the northwest corner of Woody Mountain Road and the McAllister Ranch Road alignment (Coconino County APN 112-01019) (“Property”). Sky Cottages is planned to include to 200 multifamily residential dwelling units (maximum 208 du), with on-site active and passive resident amenities, open spaces, and other associated site improvements. To facilitate development of the Property, Vintage is proposing to rezone the Property from Rural Residential—Resource Protection Overlay (RR—RPO) to Medium Density Residential—Resource Protection Overlay (MR—RPO). The remaining approximate 14 acres of the parcel (to the north) located between the Property and Route 66, are not a part of this proposal.



## VIRTUAL NEIGHBORHOOD MEETINGS

Vintage held two neighborhood meetings. Details of the noticing, posting, and meeting summary are as follows:

### September 21, 2020 First Virtual Neighborhood Meeting

#### Mailing Notification

On September 4, 2020, the mailing notification for the first virtual neighborhood meeting was completed. Notification letters were sent via first class mail to property owners within 1,000 FT, property owners' associations and homeowner's associations within a 1,000 FT, individuals, groups, etc. on the City's "Registry of Persons and Groups" as provided by the City, Coconino County, and Vintage, the owner of the Property (collectively, "Affected Parties").

The Notice of Neighborhood Meeting letter set forth the purpose of the of the meeting, request description, date and time, instructions for registering for the virtual neighborhood meeting, location and acreage, aerial map, conceptual site plan, and contact information for Gammage & Burnham PLC, the Applicant, and Ms. Tiffany Antol, City Planner assigned to the Application.

#### Site Posting Notification

On September 4, 2020, a notification sign was installed along the Property's Woody Mountain Road frontage setting forth the purpose of the meeting, request description, date and time, registration link for the virtual neighborhood meeting, acreage, and contact information for the Applicant and Ms. Antol.

See **Tab A** - Affidavit of First Neighborhood Meeting Notification.

#### Meeting Summary

The first neighborhood meeting for the Application was held on September 21, 2020 at 6:00 p.m. The meeting was held via Zoom, and consisted of a formal presentation followed by a question/answer and comment session. Approximately 26 members of the public registered for and attended the meeting. The attendee registration sheet from the first virtual neighborhood meeting is attached at **Tab B**.

Representatives from the Development Team provided a formal presentation, which included presentation of site plan, renderings, and other project exhibits, as well as discussion regarding the need for additional housing options for City residents. The Development Team responded to questions and comments regarding student-focused rental housing, property management, density, traffic and parking, tree resources, rental housing demand, lease restrictions, and property value. The meeting concluded at 7:20 p.m.

## October 5, 2020 Second Virtual Neighborhood Meeting

### **Mailing Notification**

The mailing notification for the second virtual neighborhood meeting was completed on September 22, 2020. Notification letters were sent via first class mail to the Affected Parties and individuals that registered for the first virtual neighborhood meeting.

The Notice of Neighborhood Meeting letter set forth the purpose of the of the meeting, Application case number, description of the request, date, time, and instructions for registering for the virtual neighborhood meeting, location and acreage, aerial map, conceptual site plan and renderings for the project, and contact information for the Applicant and the City Planner assigned to the Application.

### **Site Posting**

The notification sign installed on September 4, 2020 included meetings details (request description, date and time, etc.) for the second virtual neighborhood meeting.

See **Tab C** - Affidavit of Second Neighborhood Meeting Notification.

### **Meeting Summary**

The second neighborhood meeting for the Application was held on October 5, 2020 at 6:00 p.m. The meeting was held via the Zoom, and consisted of a formal presentation followed by a question and answer session. Approximately 22 members of the public registered for and attended the meeting. The attendee registration sheet from the second virtual neighborhood meeting is attached at **Tab D**.

Representatives from the Development Team provided a formal presentation, which included presentation of site plan, renderings, and other project exhibits, as well as discussion regarding architecture, colors, and materials, existing and proposed zoning, Regional Plan land use designation, construction quality, and the need for additional housing options for City residents. In response to questions and comments received at the first virtual neighborhood meeting, the Development Team also provided additional information regarding the project's access and circulation and the community's management structure. During the question and answer session, the Development Team responded to questions and comments regarding the proposed zoning and density, traffic, and parking. Four individuals expressed support for the Application. The meeting concluded at 7:08 p.m.

## AMENDMENT TO REZONING REQUEST

On December 22, 2020, the Applicant mailed two separate follow-up notification letters: One to individuals that registered for and attended either or both of the virtual neighborhood meetings; the other to the Affected Parties (excluding those individuals, etc. that received the first letter). The purpose of the letters was to inform the Affected Parties and others that the Application had been amended to rezone the Property to Medium Density Residential—Resource Protection Overlay (MR—RPO) (instead of HDR—RPO). Additionally, the letter mailed to individuals that attended either or both of the virtual neighborhood meeting included a summary of the virtual neighborhood meetings in accordance with Chapter 10-20.30.060 of the Flagstaff Zoning Code. See **Tab E** – Follow-Up Notifications.

## PUBLIC HEARING NOTIFICATION

On December 28, 2020, a public hearing notification sign was installed along the Property's Woody Mountain Road frontage providing scheduled public hearing dates and times, request description, registration information for the virtual public hearings, acreage, and contact information for the Applicant and Ms. Antol. See **Tab F** – Affidavit of Public Hearing Sign Posting.

On December 29, 2020, public hearing notification letters were mailed to the Affected Parties and individuals that registered for either or both virtual neighborhood meetings. The public hearing notification letter included the Application case number, description of the request, location and acreage, conceptual site plan and renderings, registration information for the virtual public hearings, and contact information for the Applicant and Ms. Antol. See **Tab G** - Affidavit of Public Hearing Mailing Notification.

## SUMMARY OF INQUIRIES

The Applicant received and responded to the following inquiries:

On September 9, 2020, the Applicant responded to an email from Mr. Anthony Williams requesting a context map showing the location of the project. On September 18, 2020, the Applicant and CivTech, the project's Traffic Engineer consultant, had follow-up conversation with Mr. Williams regarding traffic mitigation.

On September 21, 2020, the Applicant received a call and voicemail message from Ms. Gianna Elms, who resides at Presidio in the Pines. Ms. Elms requested the cell phone number for the Vintage representative, and expressed her concerns about the potential for sex offenders to live at Sky Cottages. On September 22, 2020, the Applicant returned Ms. Elms' call and left a voice message addressing her concerns.

On September 22, 2020, the Applicant received a call from Mr. Dave Kimsey, an attendee from the first virtual neighborhood meeting, who indicated he was involved with the Presidio in the Pines homeowners association and interested in the project. On September 23, 2020, the Applicant returned Mr. Kimsey's call and left a voice message.

On September 22, 2020, the Applicant received a call from Mr. Cal Hamren, an attendee from the first virtual neighborhood meeting, with questions regarding proposed building materials and construction timeline. On September 23, 2020, the Applicant returned Mr. Hamren's call, and as well as had follow-up correspondence with Mr. Hamren and the project's architect regarding the architectural quality. On September 28, 2020, Mr. Hamren called the Applicant with additional questions regarding architecture and building types.

On September 22, 2020, the Applicant received an email from Mr. Carlton Johnson regarding the density and Regional Plan land use designation. Mr. Johnson felt that the project should be denser and offer additional connectivity to the regional transportation network. On September 23, 2020, the Applicant responded to Mr. Johnson.

On October 1, 2020, the Applicant received a call from Mr. Brian Wilson, a resident interested in attending the second virtual neighborhood meeting. The Applicant responded that same day via email to Mr. Wilson with information on how to register.

On October 6, 2020, the Applicant received an email from Mr. Marvin and Ileana Kissinger, attendees from the second virtual neighborhood meeting, with follow-up questions regarding the project. Gammage & Burnham responded and left a voice message in response to their inquiries.

On October 10, 2020, the Applicant received an email from Mr. Cal McLoy, a local real estate broker who was unable to attend the second virtual neighborhood meeting. Mr. McLoy was interested in obtaining information about Sky Cottages, so that he could provide it to his clients and other agents. On October 14, 2020, the Applicant had a telephone call with Mr. McLoy, during which Mr. McLoy expressed his support for the project.

# **TAB A**

## **Affidavit of First Neighborhood Meeting Notification**

**Affidavit of First Neighborhood Meeting Notification**

Case Number: PZ-20-00153

Project Name: Sky Cottages

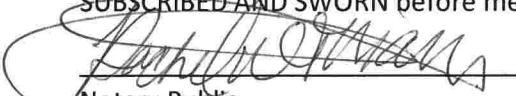
Applicant Name: Vintage Partners

Location: SWC of US 66 and Woody Mountain Road


On behalf of the applicant, I hereby confirm that the neighborhood meeting notification was completed as detailed in Section 10-20.30.060 of the City of Flagstaff Zoning Code.

Applicant's/Representative's Signature: 

SUBSCRIBED AND SWORN before me this 29<sup>th</sup> day of December, 2020 by:

  
Notary Public

My Commission Expires:  
3/31/24

 **RACHEL WILLIAMS**  
Notary Public - Arizona  
Maricopa Co. / #581305  
Expires 03/31/2024

PROPERTY OWNERS WITHIN 1,000-FEET				
PROPERTY OWNER	MAILING ADDRESS	CITY	STATE	ZIP
THOMAS REVOCABLE TRUST DTD 05-16-06	2938 S TEX LN	FLAGSTAFF	AZ	86001
2909 PRESIDIO PINES LLC	9733 W MOUNTAIN VIEW RD	PEORIA	AZ	85345
ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
ALVIN THOMAS R & SHELLEY B	3973 N FOUNDER CIR	BUCKEYE	AZ	85396
AMESTOY FAMILY TRUST DTD 07-24-02	1112 DYSART DR	BANNING	CA	92220
ATIEMO ANDREW & RENE A	2810 E HEMBERG DR	FLAGSTAFF	AZ	86004
AUSTIN GARRETT	2943 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
BAILEY TRUST DTD 07-14-08	1552 W SALTSAGE DR	PHOENIX	AZ	85045
BAKER RYAN W & JEANETTE N	2923 S PEPITA DR	FLAGSTAFF	AZ	86001
BALL DANIEL A & JENNIFER A	2817 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
BALLARD BRENT R REVOCABLE TRUST DTD 10-17-03	10838 N 10TH PL	PHOENIX	AZ	85020
BAMFORD FRANCIS J	2947 S PEPITA DR	FLAGSTAFF	AZ	86001
BECENTI MICHAEL M	2717 W JACLYN DR	FLAGSTAFF	AZ	86001
BETHKE MCKENZIE RAE	2574 W JOSSELYN DR	FLAGSTAFF	AZ	86001
BHAKTA RAJENDRABHAI D & SHILABEN R	8383 E STATE ROUTE 69	PRESCOTT VALLEY	AZ	86314
BIGGERSTAFF PATRICK & WHITNEY	2943 S PEPITA DR	FLAGSTAFF	AZ	86001
BLAIN NICHOLAS R & PATRICIA K	2879 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
BLOOMBERG KIM E	2436 W ROCK ISLAND AVE	FLAGSTAFF	AZ	86001
BOATENG DAVID FORBI	2593 W JOSSELYN DR	FLAGSTAFF	AZ	86001
BOOTH BRIAN T & MEAGAN J	2876 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
BOYD JOHN L III & KAREN E	3980 WESTWOOD CIR	FLAGSTAFF	AZ	86005
BRIGHAM STEVEN M & ERNA V	2927 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
BRINK JOHN I & EILEEN P	2864 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
BROCKIE MILLIE	PO BOX 1608	TUBA CITY	AZ	86045
BROTSCHI LIVING TRUST DTD 06-01-09	21497 E CALDWELLS WAY	QUEEN CREEK	AZ	85142
BROWN PETER TRUST DTD 04-18-18	2921 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
BROWN TIMOTHY E	2820 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
BROWN YAZZIE MARKS	2946 S TEX LN	FLAGSTAFF	AZ	86001
BRUCE BENJAMIN	2662 W JACLYN DR	FLAGSTAFF	AZ	86001
BUDZINSKI LAUREN M	2940 S CAMEL DR	FLAGSTAFF	AZ	86001
BUNCH CHRISTOPHER E & SUZANNA T	2760 W PICO EL MONTE CIR	FLAGSTAFF	AZ	86001
CANTOR PROPERTIES LLC	3199 RAINBOW RIDGE DR	PRESCOTT	AZ	86303
CARPENTER RYAN	2920 W PRESIDIO DR	FLAGSTAFF	AZ	86001
CARROLL VICKI J LIVING TRUST UA DTD 6-16-14	2880 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
CASEMAN DELAYNE LOIS	2840 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
CHAN HELEN	2706 W JACLYN DR	FLAGSTAFF	AZ	86001
CHANG JONATHAN P	2900 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86005
CHEN ZHONG	32 W QUARTZ RD	FLAGSTAFF	AZ	86005
COLEMAN AARON O	2947 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
CONGER MCCANTS FAMILY TRUST DTD 09-16-06	2923 W PRESIDIO DR	FLAGSTAFF	AZ	86001
COOK BRENDON & APRIL	2916 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
CORRIGAN LOGAN	2674 W JACLYN DR	FLAGSTAFF	AZ	86001
COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
CURTIS MATTHEW	2187 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
DAVILA MIGUEL	2828 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
DAVIS FAMILY TRUST DTD 07-30-18	2912 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
DAVIS ROBERT	2921 W CARAVAGGIO LN	PHOENIX	AZ	85086
DECKER FRANCIS P & DEBORAH A REVOCABLE TRUST	23205 COSO	MISSION VIEJO	CA	92692
DEFRATES DAMON J & DEBORA A	2813 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
DEHOAG CRYSTAL F & ZENAS	2955 S PEPITA DR	FLAGSTAFF	AZ	86001
DOBA DERRICK R & CHRISTIAN M	2921 S CAMEL DR	FLAGSTAFF	AZ	86001
DOHSE TIMOTHY & CHELSEA NICOLE	2195 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
DUNMYER SANDRA CHRISTINE	2900 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
ECKEL ALISE	2802 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
ELLIS PRESTON COLE & JAYME	2445 W POLLO CIR	FLAGSTAFF	AZ	86001
ELMS GIANNA AGATA & JOE L	2883 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
FALLON ANDREW M & RACHAEL R	2860 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
FARRELL DAVID	8375 S PEPITA DR	FLAGSTAFF	AZ	86001
FILIPPI JORDON & AMANDA	2744 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
FINCH ROBERT R & JANE LOVELY	2453 W POLLO CIR	FLAGSTAFF	AZ	86001
FISCHENICH MIKE & PAULA	3515 W STRAWBERRY ROAN	FLAGSTAFF	AZ	86005
FISHER DUSTIN BRYANT	2801 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
FOGLE DONALD & CAROLE	2236 MANZANITA DR	LAKE SIDE	AZ	85929
FORD JEFFREY B	9428 E HERITAGE TRAIL DR	SCOTTSDALE	AZ	85255
FOREMAN SCOTT H & LISA P	2900 W PRESIDIO DR	FLAGSTAFF	AZ	86001
FOX WAYNE A & ALICE M	536 W RANCHO DR	PHOENIX	AZ	85013
FREDETTE ANNETTE & ANTHONY	2191 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
FREEDLUND LANCE D	2816 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
FREITAG RONALD E	2802 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
FUSSELMAN BRIDGET & DEREK	2805 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
GALLEGOS LORETTA	2811 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
GALYEN LISA A	2601 W JOSSELYN DR	FLAGSTAFF	AZ	86001
GAO JUNFENG	5112 LE MICCINE TERR	SAN JOSE	CA	95129

PROPERTY OWNERS WITHIN 1,000-FEET (CONTINUED)				
PROPERTY OWNER	MAILING ADDRESS	CITY	STATE	ZIP
GEORGE ALLEN JOSEPH & CHRISTINA MARY	2959 S PEPITA DR	FLAGSTAFF	AZ	86001
GERAGHTY TRUST DTD 5/12/16	4750 DEVONPORT CIR	YORBA LINDA	CA	92887
GIAMBALVO PAUL A	PO BOX 2745	FLAGSTAFF	AZ	86003
GIBBS JOHN G	2956 S CAMEL DR	FLAGSTAFF	AZ	86001
GIESKE FAMILY LIVING TRUST DTD 02-04-19	3306 N 81ST ST	MESA	AZ	85207
GILBERTSON ADELA	1550 KELLY ST	REDLANDS	CA	92374
GILLIAM JOSEPH K & ANNA L	24112 SNIPE LN	LAGUNA NIGUEL	CA	92677
GOWANLOCK MICHAEL	2932 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
GRACEY AMY M & CHRISTOPHER A	2814 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
GREENE JEFFREY L & SHIRLEY A	2892 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
GRIFFIS AUDREY L	165 LAKESHORE RD	GILBERTSVILLE	KY	42044
GROOM NICHOLAS & MICHELLE	2957 S CAMEL DR	FLAGSTAFF	AZ	86001
GROSVENOR FAMILY REVOCABLE LIVING TRUST DTD 03-23-17	2221 FIERO DR	LAS VEGAS	NV	89134
HADUCH ARTHUR	19157 N CATHEDRAL POINT CT	SURPRISE	AZ	85387
HAGENSEN RACHEL L	20014 34TH AVE SE	BOTHELL	WA	98012
HAMMER JOSEPH J & SARAH E	2935 S PEPITA DR	FLAGSTAFF	AZ	86004
HAMMER SARAH	2907 W PRESIDIO DR	FLAGSTAFF	AZ	86001
HAMPTON JEFFREY KIRK & JENNIFER M	2741 W JACLYN DR	FLAGSTAFF	AZ	86001
HAMREN CAL & ELLYN A	20735 N 62ND DR	GLENDALE	AZ	85308
HANABURY BRIAN & MARY	2949 S CAMEL DR	FLAGSTAFF	AZ	86001
HANNIGAN ANTHONY B	2928 S CAMEL DR	FLAGSTAFF	AZ	86001
HANSON POLLY & GARRY	2572 W JOSSELYN DR	FLAGSTAFF	AZ	86001
HARRIS LISA L & TINCER	PO BOX 1782	KAIBETO	AZ	86053
HELIN BUILDING LLC	1800 N HEREFORD DR	FLAGSTAFF	AZ	86001
HERROCK ANDREW J	2912 ESMERELDA DR	BULLHEAD CITY	AZ	86429
HIDDEN HOLLOW MANUFACTURED HOME COMMUNITY LLC	101 MAIN ST NO 280	HUNTINGTON BEACH	CA	92648
HILL RYAN	2852 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
HOFFMAN ELIZABETH A	2925 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
HU SHI WEN & CHIN HWA	2887 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
J & L FAMILY TRUST DTD 02-23-16	2797 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
JACOBSON COURTNEY LYN LUQUE	2205 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
JAHN FAMILY LIVING TRUST DTD 10-20-14	536 E AMES PL	PHOENIX	AZ	85004
JAMES SUSAN	2725 W JACLYN DR	FLAGSTAFF	AZ	86001
JOHNSON BRANDON S	2951 S PEPITA DR	FLAGSTAFF	AZ	86001
JOHNSON CARLTON & MARTHA JAMES	2845 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
JOHNSON JOSHUA J & ALLISON H	2559 W JOSSELYN DR	FLAGSTAFF	AZ	86001
KEEP SHAWN & SUNNY	3775 S BRIDLE PATH	FLAGSTAFF	AZ	86005
KELLY DENNIS	2729 W JACLYN DR	FLAGSTAFF	AZ	86001
KEMPNER ALAN & CYNTHIA	7415 E LINCOLN DR	SCOTTSDALE	AZ	85250
KENMORE JANE H	2562 W JOSSELYN DR	FLAGSTAFF	AZ	86001
KENMORE JANE H & NEAL R	2562 W JOSSELYN DR	FLAGSTAFF	AZ	86001
KIEHNE PAUL & LINDA R	2897 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
KIM ELIJAH	2793 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
KISSINGER MARVIN & ILEANA LIVING TRUST DTD 04-05-02	2597 W JOSSELYN DR	FLAGSTAFF	AZ	86001
KUEFFER-MAYORGA TAMARA ELIZABETH	1475 S VAIL RD	CAMP VERDE	AZ	86322
LAURITSEN DENNY & ANNETTE	2951 S PARDO CALLE	FLAGSTAFF	AZ	86001
LEONARD ALEXANDER T	2849 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
LEONARD JON D & KRISTI	PO BOX 2302	FLAGSTAFF	AZ	86003
LEY MICHAEL P & BRENDA K	2935 S PARDO CALLE	FLAGSTAFF	AZ	86001
LF RENTALS LLC	14654 S 25TH PL	PHOENIX	AZ	85048
LIANG JIANJIE & LI HONG	2305 W YAHOO TRL	PHOENIX	AZ	85085
LU JIAN	2686 W JACLYN DR	FLAGSTAFF	AZ	86001
LUCERO GREGORY A & NICHOLE M	2927 W PRESIDIO DR	FLAGSTAFF	AZ	86001
LUTTINEN TREVOR A	2942 S TEX LN	FLAGSTAFF	AZ	86001
MABBIT ROBERT E	2457 W POLLO CIRCLE	FLAGSTAFF	AZ	86001
MACE EMILY	2792 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MAGEE MARK LEE & BELEN	2670 W JACLYN DR	FLAGSTAFF	AZ	86001
MANYGOATS DEAN	2833 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MARKS TRUST DTD 04-22-20	1246 E OXFORD LN	GILBERT	AZ	85295
MARTINEZ JUAN	2818 SOUTH FLAGSTONE LN	FLAGSTAFF	AZ	86001
MARTUSCIELLO MARIO & MANDEE	4962 S TOPAZ RD	FLAGSTAFF	AZ	86005
MARTUSCIELLO MARIO F& MANDEE A	2813 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
MATHESON MAGGIE	2876 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MATSUOKA LAURIE	2853 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MCDOWELL DANNY & SHAWNEE	2604 N FOX RUN RD	FLAGSTAFF	AZ	86004
MCKIRDY JAMES FRANCIS & HEATHER	2884 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
MCLALUGHLIN JOSEPH & MICHELLE	2841 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MEINERS RICHARD A & TANIA J	221 INA ST PO BOX 60181	FAIRBANKS	AK	99706
MENDEL CHARLES & MICHELLE C	2757 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MICHALSKI CHARLES D & CINDY L	1117 RAINBOW AVE S	LAKE HAVASU CITY	AZ	86403
MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
MISIOREK DANIEL A	2937 S CAMEL DR	FLAGSTAFF	AZ	86001
MORGAN JOHN L & DONNA M	2919 S PEPITA DR	FLAGSTAFF	AZ	86001
MORRELL ARMANDO F JR LIVING TRUST DTD 04-22-19	2768 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MOUNT MARILYN	2864 W PRESIDIO DR	FLAGSTAFF	AZ	86001
MOUNTAIN CREEK EST LLC	1464 E AMBERWOOD DR	PHOENIX	AZ	85048

PROPERTY OWNERS WITHIN 1,000-FEET (CONTINUED)				
PROPERTY OWNER	MAILING ADDRESS	CITY	STATE	ZIP
MOUNTAIN KEVIN P & HIGHLAND M	2063 E LANTANA DR	CHANDLER	AZ	85286
MUGO PATTI WAMUYU	2733 W JACLYN DR	FLAGSTAFF	AZ	86001
NANKIVELL DEBRA L	2918 S PARDO CALLE	FLAGSTAFF	AZ	86001
NORRIS CHAD W	2923 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
NOTTINGHAM ROXANNE D & BURTON J JR	2892 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
NOYCE JODIE L	2901 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
NUNLEY VAN A SR & SANDRA K	2917 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
OHANA KRR TRUST DTD 09-09-13	PO BOX 18621	TUCSON	AZ	85731
OHLAU JAMES R	4721 E LAVENDAR LN	PHOENIX	AZ	85044
OTZEN LINDA M TRUST DTD 09-05-19	2910 S PEPITA DR	FLAGSTAFF	AZ	86001
PATCH EMILY	1000 W FOREST MEADOWS NO 250	FLAGSTAFF	AZ	86001
PATEL NIRAJA K	2958 S TEX LN	FLAGSTAFF	AZ	86001
PATEL SANJAY & CHETNA	2821 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86005
PAWLAK TIMOTHY J & LOREEN M	254 S PORT DR	GILBERT	AZ	85233
PENSCO TRUST COMPANY MASON T LUNDELL IRA	3317 S HIGLEY RD NO 114-497	GILBERT	AZ	85297
PERTEA GHEORGHE & MONICA	2919 W PRESIDIO DR	FLAGSTAFF	AZ	86001
PETIT BRENT & CASSANDRA	2412 W POLLO CIR	FLAGSTAFF	AZ	86001
PHILLIPS JAMES & MARGARET	6 INDIAN PAINTBRUSH DR	BOZEMAN	MT	59718
POGUE RICHARD ALLEN	2924 S CAMEL DR	FLAGSTAFF	AZ	86001
POOLE IAN	2714 W JACLYN DR	FLAGSTAFF	AZ	86001
PRENTICE JOHN M & THERESE J	2920 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
PRESIDIO IN THE PINES HOMEOWNER'S ASSOC INC	323 S RIVER RUN RD NO 1	FLAGSTAFF	AZ	86001
PRESSLEY ROY J & LILIANA NG	2896 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
PRISKORN CRAIG & DANA	28313 LAURA LA PLANTE DR	AGOURA HILLS	CA	91301
QUIGLEY THOMAS JAMES	600 AUBURN AVE	SIERRA MADRE	CA	91024
QUIMBY LEONARD	6700 WOODLANDS PARKWAY STE 230-268	SPRING	TX	77382
RAEL MICHAEL & ERICA	2805 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
RAILROAD SPRINGS 66 LLLP	1016 W UNIVERSITY AVE NO 203	FLAGSTAFF	AZ	86001
RALPH STEPHEN K & SANDRA E	2896 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
RALSTON BARBARA JO	2514 E HEATHERBRAE DR	PHOENIX	AZ	85016
REYNOLDS JULIA A	PO BOX 3944	FLAGSTAFF	AZ	86003
RHODS TRUST DTD 09-10-04	1405 STONE MEADOW DR	CAMARILLO	CA	93010
ROAN-ZABAR DONNA	2817 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
ROBB CHELSEA M	2872 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
ROBBINS JOHN ERICK	2917 S CAMEL DR	FLAGSTAFF	AZ	86001
ROBERTSON GAIL M	2749 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
ROHS LANCE G	2602 W JOSSELYN DR	FLAGSTAFF	AZ	86001
ROSENFELD RONALD B & TINA	126 PEACEABLE RIDGE RD	RIDGEFIELD	CT	6877
ROZELL TRUST DTD 12/1/11	6322 W MEGAN ST	CHANDLER	AZ	85226
RUSTY JAVELINA INVESTMENTS LLC	1220 E SEMINOLE DR	PHOENIX	AZ	85022
RYBKA JAMES S & JAN D	2857 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
SACHWITZ SCOTT PAUL	1171 W SUNRISE PL	CHANDLER	AZ	85248
SALCIDO ROBERTA KAY & ALFREDO RANDY	2761 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
SANDERSON VICTOR A & NANCY C	2812 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
SCHRAUFNAGEL GARY M & MARY JEAN	5816 E HERMOSA VISTA DR	MESA	AZ	85215
SCHROEDER CHRISTIAN	2722 W JACLYN DR	FLAGSTAFF	AZ	86001
SCOTT LIONEL & JESSICA	2806 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
SECUREPAY LLC	151 MELEKOMO PLACE	LAHAINA	HI	96761
SHAFFER ATTICUS	32515 SADDLE PEAK CT	ACTON	CA	93510
SHAO YONG	2836 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
SHAY ROLAND L	2927 S PEPITA DR	FLAGSTAFF	AZ	86001
SHERECK JON R & PAULINE K	2824 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
SHIFFER KRISTINE & ARRON	2690 W JACLYN DR	FLAGSTAFF	AZ	86001
SHILLING AARON E & HOLLY	2892 W PRESIDIO DR	FLAGSTAFF	AZ	86001
SIEG MATTHEW & ANTONINA	2903 W PRESIDIO DR	FLAGSTAFF	AZ	86001
SIMPSON HEATHER L	PO BOX 31183	FLAGSTAFF	AZ	86003
SMITH JEFFREY L	2899 W PRESIDIO DR	FLAGSTAFF	AZ	86001
SMITH TERRY E	2772 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
SNIDE THOMAS K & MARIE G	2922 S PEPITA DR	FLAGSTAFF	AZ	86001
ST LOUIS JAY & ANGELA	1391 W MAPLEWOOD ST	CHANDLER	AZ	85286
STEIN JEFFREY A & ABIGAIL	2817 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
STEWART STEVIE M	6825 E PEARL ST	MESA	AZ	85207
STONER GAYLA M & THOMAS N	PO BOX 263	FLAGSTAFF	AZ	86002
STRAIN SEAN P & JANELLE J	2809 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
STROUT ERIN M	2913 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
SUFIA BRANDON SIONE	3650 E LAKE MEAD BLVD NO 257	LAS VEGAS	NV	89115
SUMMERS SCOTT D & SUSAN M	8211 179TH PL NE	ARLINGTON	WA	98223
SWARUP VIMAL P	6040 LAUREL LOOP	FLAGSTAFF	AZ	86004
TAGUCHI NAOKO	2922 S TEX LN	FLAGSTAFF	AZ	86001
TEN ELENA	2730 W JACLYN DR	FLAGSTAFF	AZ	86001
THIESING JAMES W & CAROL A	2092 ASHBURTON WAY	MOUNT PLEASANT	SC	29466
THOMAS MATTHEW	2925 S CAMEL DR	FLAGSTAFF	AZ	86001
TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
TOLBY ROY & MARJORIE	227 N TONTO TRL	PAYSON	AZ	85541

PROPERTY OWNERS WITHIN 1,000-FEET (CONTINUED)					
PROPERTY OWNER	MAILING ADDRESS	CITY	STATE	ZIP	
TSOSIE BRIAN L & JENNIFER P	2740 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
TURNER CODY C	2939 S PEPITA DR	FLAGSTAFF	AZ	86001	
TUTAY DANIEL J & ERIN M	2709 W JACLYN DR	FLAGSTAFF	AZ	86001	
TUTWILER THOMAS R	2888 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001	
UPSON BRENT W	3022 W NIGHT OWL LN	PHOENIX	AZ	85085	
URBANEK FAMILY REVOCABLE LIVING TRUST AMENDED 1-22-18	2020 W MUSKET PL	CHANDLER	AZ	85286	
VALLEN GARY & KIM	1655 N KITTREDGE RD	FLAGSTAFF	AZ	86001	
VAN DEN BURG ROBERT J & INGRID M	2765 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
VAN DER VEER KAREN	662 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	
VAN HOY GARY R & MARY E	9660 W BENT TREE DR	PEORIA	AZ	85383	
VAN KAMPEN KOREY & AMANDA	2700 S WOODLANDS VILLAGE BLVD NO 300-228	FLAGSTAFF	AZ	86001	
VANDERMEULEN JOSHUA	2741 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
VASCASSENNO NICHOLAS S & SHARINA M	2911 S PEPITA DR	FLAGSTAFF	AZ	86001	
VERA KIMBERLY A & SALVADOR JR	2931 S PEPITA DR	FLAGSTAFF	AZ	86001	
VJI LIVING TRUST DTD 06-12-13	3636 E SHOMI ST	PHOENIX	AZ	85044	
VP 66 & WOODY MOUNTAIN LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016	
WALKER JOSHUA FORREST & KRISTLE MARIE	2682 W JACLYN DR	FLAGSTAFF	AZ	86001	
WALSH CATHERINE LIVING TRUST DTD 09-17-15	2868 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
WANDERLAND FLAGSTAFF LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016	
WEIDINGER JOSEPH E & BECKY Y	2705 W JACLYN DR	FLAGSTAFF	AZ	86001	
WELLINS-NEUBERGER FAMILY TRUST DTD 05-05-16	11111 E SOREL LN	SCOTTSDALE	AZ	85259	
WERLEY JAKE P	250 N CIRCLE DR	FLAGSTAFF	AZ	86001	
WILSON JONATHAN S	2904 W PRESIDIO DR	FLAGSTAFF	AZ	86001	
WINBORNE VAUGHAN S JR & LISA M	PO BOX 1538	FLAGSTAFF	AZ	86002	
WINBURN BRIAN	PO BOX 2426	FLAGSTAFF	AZ	86003	
WINFREE KYLE N & VANESSA	2781 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
WOODRUFF JOHN	43258 W MARICOPA AVE	MARICOPA	AZ	85138	
WYATT JANICE L REVOCABLE LIVING TRUST DTD 10-27-2010	11087 N JOY FAITH DR	ORO VALLEY	AZ	85737	
XU QIANG	5045 S TOPAZ RD	FLAGSTAFF	AZ	86005	
ZERGER ADAM S & SARA K	2954 S TEX LN	FLAGSTAFF	AZ	86001	
ZETICH DONALD S & MARYANN	2928 W PRESIDIO DR	FLAGSTAFF	AZ	86001	
OTHER INTERESTED PARTIES					
ORGANIZATION/CONTACT	MAILING ADDRESS	CITY	STATE	ZIP	
VP66 & WOODY MOUNTAIN, LLC / TIMBER SKY	2502 E. CAMELBACK ROAD, STE. 214	PHOENIX	AZ	85016	
PRESIDIO IN THE PINES HOA	323 S RIVER RUN ROAD, NO. 1	FLAGSTAFF	AZ	86001	
RAILROAD SPRINGS 66, LLC	1016 W. UNIVERSITY AVENUE, NO. 203	FLAGSTAFF	AZ	86001	
FRIENDS OF FLAGSTAFF'S FUTURE	P.O. BOX 23462	FLAGSTAFF	AZ	86002	
NORTHERN ARIZONA BUILDING ASSOCIATION	1500 E CEDAR AVE	FLAGSTAFF	AZ	86004	
NORTHERN ARIZONA ASSOCIATION OF REALTORS ATTN: JEFFREY HERD	1515 E CEDAR AVE, STE. C-4	FLAGSTAFF	AZ	86004	
TISH BOGAN-OZMUN	5271 MOUNT PLEASANT DR	FLAGSTAFF	AZ	86004	
MARILYN WEISSMAN	1055 E APPLE WAY	FLAGSTAFF	AZ	86001	
COAST AND MOUNTAIN PROPERTIES ATTN: MAURY HERMAN	3 N LEROUX ST	FLAGSTAFF	AZ	86001	
NAT WHITE	1120 N ROCKRIDGE RD	FLAGSTAFF	AZ	86001	
CHARLIE SILVER	720 W ASPEN AVE	FLAGSTAFF	AZ	86001	
BETSY MCKELLAR	330 S ASH LANE	FLAGSTAFF	AZ	86004	
DAVID CARPENTER	495 S RIVER RUN, STE. 100	FLAGSTAFF	AZ	86001	
ARIZONA ARMY NATIONAL GUARD, AZAA-FMO ATTN: DORENDA COLEMAN	5636 E McDOWELL RD, M5330	PHOENIX	AZ	85008	
US NAVY, INTERGOVERNMENTAL BRANCH ATTN: MARY BETH DREUSIKE	850 PACIFIC HIGHWAY, BLDG. 1 - 5TH FLOOR, STE. 513	SAN DIEGO	CA	92132	
CELIA BAROTZ	3354 N CREST STREET	FLAGSTAFF	AZ	86001	
NORM WALLEN	3716 N GRANDVIEW	FLAGSTAFF	AZ	86004	
COCONINO COUNTY COMMUNITY DEVELOPMENT ATTN: JAY CHRISTELMAN	2500 N FORT VALLEY ROAD, BLDG. 1	FLAGSTAFF	AZ	86001-1287	
COCONINO COUNTY COMMUNITY DEVELOPMENT ATTN: JESS McNEELY	2500 N FORT VALLEY ROAD, BLDG. 1	FLAGSTAFF	AZ	86001-1287	
FLAGSTAFF LODGING, RESTAURANT & TOURISM ATTN: STEVE FINCH	P.O. BOX 30622	FLAGSTAFF	AZ	86003	
ADRIAN SKABELUND	819 WEST GRAND CANYON AVENEU	FLAGSTAFF	AZ	86001	
RACHEL BASS	3083 E. EASTERDAY LANE	FLAGSTAFF	AZ	86001	
TIFFANY ANTOL	211 W. ASPEN AVE.	FLAGSTAFF	AZ	86001	
COCONINO COUNTY	2500 N. FORT VALLEY ROAD	FLAGSTAFF	AZ	86001	
GAMMAGE & BURNHAM, PLC ATTN: NICK SOBRASKE	40 NORTH CENTRAL AVE, 20TH FLOOR	PHOENIX	AZ	85004	



September 4, 2020

Dear Property Owner, Resident, Neighborhood Association, or Interested Citizen,

Vintage Partners is proposing to develop the approximate 20 acres located at the northwest corner of Woody Mountain Road and the McAllister Ranch Road alignment ("Property"). Vintage Partners is responsible for developing forward thinking and award winning projects throughout the State for more than 30 years, including the highly successful Timber Sky master-planned community—the finest Dark Skies compliant master-planned community in the State. Vintage Partners has partnered with Mosaic, a construction, design, and technology company, which utilizes a unique, technology-enabled platform that turns complicated blueprints into simple step-by-step building instructions, thus reducing constructions costs and allowing for greater affordability—such technology and development will be the first of its kind in Flagstaff.

We recently filed an application with the City to rezone the Property from RR RPO-Rural Residential, Resource Protection Overlay to HR RPO-High Density Residential, Resource Protection Overlay to facilitate the development of Sky Cottages. Sky Cottages, planned as an extension of Timber Sky, will be an accessible, athletic, outdoor, affordable build-to-rent community with 199 one (1) and two (2) story units, comprised of 1, 1.5, 2, and 3 bedrooms. The units will be oriented around a centrally located, expansive amenity and open space area, on- and off-site trail systems, common courtyards, and other, more intimate passive open space. Additionally, this application preserves the majority of the existing mature ponderosa pines and natural environment on the Property. See enclosed Site Plan and Conceptual Building Elevations.

We have scheduled a virtual neighborhood meeting to discuss the proposed rezoning. The details for the meeting are as follows:

- Meeting: Sky Cottages Virtual Neighborhood Meeting
- Location: Meeting to be held virtually in Zoom.
- Link: [gblaw.zoom.us/webinar/register/WN\\_2K4UdPLYQjyXhgmijssqQ](https://gblaw.zoom.us/webinar/register/WN_2K4UdPLYQjyXhgmijssqQ)
- Date and Time: Monday, September 21, 2020 at 6:00 PM



Instructions for Access to Virtual Neighborhood Meeting. The neighborhood meeting will be held on the Zoom video conferencing platform, which can be accessed through your internet browser or through the Zoom app on your mobile device via the above link. For registration assistance, please contact Ellie Brundige at (602) 256-4409 or ebrundige@gblaw.com.

Please note, to access the meeting, you will be required to register. The meeting registration information will be part of the public record and shared with the City. We will also use this information to keep you informed of future meetings and hearings via email, as well as traditional mail. At the beginning of the neighborhood meeting, we will provide a brief overview of the meeting procedures and instructions for asking questions once the formal presentation has concluded.

Please be advised that future meetings and hearings before the Planning & Zoning Commission and City Council will be scheduled to review this case. Specific meeting and hearing dates have not yet been set. An additional notification letter will be provided identifying the date, time, and location of these meetings and hearings.

The City Planner assigned to this case is Tiffany Antol. Ms. Antol can be reached at (928) 213-2605 or TAntol@flagstaffaz.gov. She can answer your questions regarding the City's review and hearing process. Should you have any questions in the meantime, or are unable to attend the virtual neighborhood meeting and would like more information, please do not hesitate to contact our representative, Lindsay Schube, at (602) 256-4471 or lschube@gblaw.com. Thank you.

Sincerely,

Walter Crutchfield  
Vintage Partners

# Site Plan





39-41





McAllister Ranch Blvd 29905



**REZONE**  
 Notice of Neighborhood Meeting for Zoning Amendment (Rezone)

**PUBLIC HEARINGS**  
 Any interested person or authorized agent may appear and be held at the following locations:

**NEIGHBORHOOD MEETINGS:** September 21, 2020 at 6pm  
 October 5, 2020 at 6pm (IF NECESSARY)

**LOCATION OF HEARINGS:**  
 Meeting to be held virtually. Join Zoom Meeting:  
[global.zoom.us/webinar/register/WN\\_2K4UdPlyChyXhgmjsqgQ](https://global.zoom.us/webinar/register/WN_2K4UdPlyChyXhgmjsqgQ)

**REQUEST:** Vintage Partners, LLC is requesting a zoning map amendment (REZONE) for .120 Acres from RR RPO (Rural Residential, Resource Protection Overlay) to HR RPO (High Density Residential, Resource Protection Overlay) for 199 One- and Two-Story dwelling units (±100U/AC)

**CONTACT:** Lindsay Schube, Gammage & Burnham PLC  
 (602) 256-4471  
 OR  
 Tiffany Antol, Community Development Department  
 (928) 213-2606

## Details



September 4, 2020 3:58 PM



20200904\_155816.jpg

/Internal storage/DCIM/Camera

4.79 MB 4032x3024



2940 S Woody Mountain Rd, Flagstaff, AZ 86001, USA



## **TAB B**

### **Attendee Registration Sheet from First Virtual Neighborhood Meeting**

**September 21, 2020 First Virtual Neighborhood Meeting Attendees**

<b>Attendee Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>ZIP</b>
Ali Gulfaraz	4371 E. Savannah Circle	Flagstaff	AZ	86004
Lauri Budzinski	2940 S. Camel Drive	Flagstaff	AZ	86001
Gail Robertson	2749 W. Pico Del Monte Circle	Flagstaff	AZ	86001
Michelle Kuzdas	2338 W. Mission Timber Circle	Flagstaff	AZ	86001
Joe and Gianna Elms	2883 W. Patio del Presidio	Flagstaff	AZ	86001
Jennifer Hampton	2741 W. Jaclyn Drive	Flagstaff	AZ	86001
Amy Vogler	2398 W. Mission Timber Circle	Flagstaff	AZ	86001
Linda Denham	3605 S. Lariat Loop	Flagstaff	AZ	86005
Carlton Johnson	2845 W. Pico Del Monte Circle	Flagstaff	AZ	86001
Leslie Boulet	2898 W. Presidio Drive	Flagstaff	AZ	86004
Lisa Harris	2737 W. Jaclyn Drive	Flagstaff	AZ	86001
Cal Hamren	2896 W. Paz de Avenida	Flagstaff	AZ	86001
John and Therese Prentice	2920 S. Pais Del Norte	Flagstaff	AZ	86001
Jason Rohr	1601 E. Mountain View Avenue	Flagstaff	AZ	86001
Barbara DuPaul	2569 W. Clement Circle	Flagstaff	AZ	86001
Anthony Williams	3460 S. Skye Way	Flagstaff	AZ	86005
Lisa Galyen	2601 W. Josselyn Drive	Flagstaff	AZ	86001
Sue Bunch	2760 W. Pico Del Monte Circle	Flagstaff	AZ	86001
Christina George	2959 S. Pepita Drive	Flagstaff	AZ	86001
Robert Davis	2912 W. Paz de Avenida	Flagstaff	AZ	86001
Lori McCorry and David Moorehead	2462 W. Clement Circle	Flagstaff	AZ	86001
John Morgan	2919 S. Pepita Drive	Flagstaff	AZ	86001
Linda Otzen	2910 S. Pepita Drive	Flagstaff	AZ	86001
Richard Pogue	2924 S. Camel Drive	Flagstaff	AZ	86001
Brian Hanabury	2949 S. Camel Drive	Flagstaff	AZ	86001
AraLynn Nowack	2341 W. Mission Timber Cir	Flagstaff	AZ	86001

# **TAB C**

## **Affidavit of Second Neighborhood Meeting Notification**

**Affidavit of Second Neighborhood Meeting Notification**

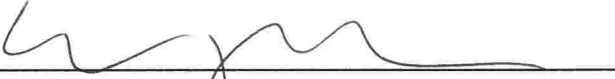
Case Number: PZ-20-00153

Project Name: Sky Cottages

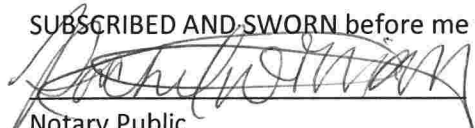
Applicant Name: Vintage Partners

Location: SWC of US 66 and Woody Mountain Road


On behalf of the applicant, I hereby confirm that the neighborhood meeting notification was completed as detailed in Section 10-20.30.060 of the City of Flagstaff Zoning Code.

Applicant's/Representative's Signature: 

SUBSCRIBED AND SWORN before me this 29<sup>th</sup> day of December, 2020 by:

  
Notary Public

My Commission Expires:  
3/31/24

 **RACHEL WILLIAMS**  
Notary Public - Arizona  
Maricopa Co. / #581305  
Expires 03/31/2024

PROPERTY OWNERS WITHIN 1,000-FEET				
PROPERTY OWNER	MAILING ADDRESS	CITY	STATE	ZIP
THOMAS REVOCABLE TRUST DTD 05-16-06	2938 S TEX LN	FLAGSTAFF	AZ	86001
2909 PRESIDIO PINES LLC	9733 W MOUNTAIN VIEW RD	PEORIA	AZ	85345
ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
ALVIN THOMAS R & SHELLEY B	3973 N FOUNDER CIR	BUCKEYE	AZ	85396
AMESTOY FAMILY TRUST DTD 07-24-02	1112 DYSART DR	BANNING	CA	92220
ATIEMO ANDREW & RENE A	2810 E HEMBERG DR	FLAGSTAFF	AZ	86004
AUSTIN GARRETT	2943 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
BAILEY TRUST DTD 07-14-08	1552 W SALTSAGE DR	PHOENIX	AZ	85045
BAKER RYAN W & JEANETTE N	2923 S PEPITA DR	FLAGSTAFF	AZ	86001
BALL DANIEL A & JENNIFER A	2817 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
BALLARD BRENT R REVOCABLE TRUST DTD 10-17-03	10838 N 10TH PL	PHOENIX	AZ	85020
BAMFORD FRANCIS J	2947 S PEPITA DR	FLAGSTAFF	AZ	86001
BECENTI MICHAEL M	2717 W JACLYN DR	FLAGSTAFF	AZ	86001
BETHKE MCKENZIE RAE	2574 W JOSSELYN DR	FLAGSTAFF	AZ	86001
BHAKTA RAJENDRABHAI D & SHILABEN R	8383 E STATE ROUTE 69	PRESCOTT VALLEY	AZ	86314
BIGGERSTAFF PATRICK & WHITNEY	2943 S PEPITA DR	FLAGSTAFF	AZ	86001
BLAIN NICHOLAS R & PATRICIA K	2879 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
BLOOMBERG KIM E	2436 W ROCK ISLAND AVE	FLAGSTAFF	AZ	86001
BOATENG DAVID FORBI	2593 W JOSSELYN DR	FLAGSTAFF	AZ	86001
BOOTH BRIAN T & MEAGAN J	2876 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
BOYD JOHN L III & KAREN E	3980 WESTWOOD CIR	FLAGSTAFF	AZ	86005
BRIGHAM STEVEN M & ERNA V	2927 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
BRINK JOHN I & EILEEN P	2864 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
BROCKIE MILLIE	PO BOX 1608	TUBA CITY	AZ	86045
BROTSCHI LIVING TRUST DTD 06-01-09	21497 E CALDWELLS WAY	QUEEN CREEK	AZ	85142
BROWN PETER TRUST DTD 04-18-18	2921 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
BROWN TIMOTHY E	2820 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
BROWN YAZZIE MARKS	2946 S TEX LN	FLAGSTAFF	AZ	86001
BRUCE BENJAMIN	2662 W JACLYN DR	FLAGSTAFF	AZ	86001
BUDZINSKI LAUREN M	2940 S CAMEL DR	FLAGSTAFF	AZ	86001
BUNCH CHRISTOPHER E & SUZANNA T	2760 W PICO EL MONTE CIR	FLAGSTAFF	AZ	86001
CANTOR PROPERTIES LLC	3199 RAINBOW RIDGE DR	PRESCOTT	AZ	86303
CARPENTER RYAN	2920 W PRESIDIO DR	FLAGSTAFF	AZ	86001
CARROLL VICKI J LIVING TRUST UA DTD 6-16-14	2880 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
CASEMAN DELAYNE LOIS	2840 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
CHAN HELEN	2706 W JACLYN DR	FLAGSTAFF	AZ	86001
CHANG JONATHAN P	2900 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86005
CHEN ZHONG	32 W QUARTZ RD	FLAGSTAFF	AZ	86005
COLEMAN AARON O	2947 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
CONGER MCCANTS FAMILY TRUST DTD 09-16-06	2923 W PRESIDIO DR	FLAGSTAFF	AZ	86001
COOK BRENDON & APRIL	2916 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
CORRIGAN LOGAN	2674 W JACLYN DR	FLAGSTAFF	AZ	86001
COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
CURTIS MATTHEW	2187 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
DAVILA MIGUEL	2828 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
DAVIS FAMILY TRUST DTD 07-30-18	2912 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
DAVIS ROBERT	2921 W CARAVAGGIO LN	PHOENIX	AZ	85086
DECKER FRANCIS P & DEBORAH A REVOCABLE TRUST	23205 COSO	MISSION VIEJO	CA	92692
DEFRATES DAMON J & DEBORA A	2813 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
DEHOAG CRYSTAL F & ZENAS	2955 S PEPITA DR	FLAGSTAFF	AZ	86001
DOBA DERRICK R & CHRISTIAN M	2921 S CAMEL DR	FLAGSTAFF	AZ	86001
DOHSE TIMOTHY & CHELSEA NICOLE	2195 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
DUNMYER SANDRA CHRISTINE	2900 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
ECKEL ALISE	2802 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
ELLIS PRESTON COLE & JAYME	2445 W POLLO CIR	FLAGSTAFF	AZ	86001
ELMS GIANNA AGATA & JOE L	2883 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
FALLON ANDREW M & RACHAEL R	2860 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
FARRELL DAVID	8375 S PEPITA DR	FLAGSTAFF	AZ	86001
FILIPPI JORDON & AMANDA	2744 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
FINCH ROBERT R & JANE LOVELY	2453 W POLLO CIR	FLAGSTAFF	AZ	86001
FISCHENICH MIKE & PAULA	3515 W STRAWBERRY ROAN	FLAGSTAFF	AZ	86005
FISHER DUSTIN BRYANT	2801 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
FOGLE DONALD & CAROLE	2236 MANZANITA DR	LAKE SIDE	AZ	85929
FORD JEFFREY B	9428 E HERITAGE TRAIL DR	SCOTTSDALE	AZ	85255
FOREMAN SCOTT H & LISA P	2900 W PRESIDIO DR	FLAGSTAFF	AZ	86001
FOX WAYNE A & ALICE M	536 W RANCHO DR	PHOENIX	AZ	85013
FREDETTE ANNETTE & ANTHONY	2191 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
FREEDLUND LANCE D	2816 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
FREITAG RONALD E	2802 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
FUSSELMAN BRIDGET & DEREK	2805 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
GALLEGOS LORETTA	2811 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
GALYEN LISA A	2601 W JOSSELYN DR	FLAGSTAFF	AZ	86001
GAO JUNFENG	5112 LE MICCINE TERR	SAN JOSE	CA	95129

PROPERTY OWNERS WITHIN 1,000-FEET (CONTINUED)				
PROPERTY OWNER	MAILING ADDRESS	CITY	STATE	ZIP
GEORGE ALLEN JOSEPH & CHRISTINA MARY	2959 S PEPITA DR	FLAGSTAFF	AZ	86001
GERAGHTY TRUST DTD 5/12/16	4750 DEVONPORT CIR	YORBA LINDA	CA	92887
GIAMBALVO PAUL A	PO BOX 2745	FLAGSTAFF	AZ	86003
GIBBS JOHN G	2956 S CAMEL DR	FLAGSTAFF	AZ	86001
GIESKE FAMILY LIVING TRUST DTD 02-04-19	3306 N 81ST ST	MESA	AZ	85207
GILBERTSON ADELA	1550 KELLY ST	REDLANDS	CA	92374
GILLIAM JOSEPH K & ANNA L	24112 SNIPE LN	LAGUNA NIGUEL	CA	92677
GOWANLOCK MICHAEL	2932 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
GRACEY AMY M & CHRISTOPHER A	2814 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
GREENE JEFFREY L & SHIRLEY A	2892 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
GRIFFIS AUDREY L	165 LAKESHORE RD	GILBERTSVILLE	KY	42044
GROOM NICHOLAS & MICHELLE	2957 S CAMEL DR	FLAGSTAFF	AZ	86001
GROSVENOR FAMILY REVOCABLE LIVING TRUST DTD 03-23-17	2221 FIERO DR	LAS VEGAS	NV	89134
HADUCH ARTHUR	19157 N CATHEDRAL POINT CT	SURPRISE	AZ	85387
HAGENSEN RACHEL L	20014 34TH AVE SE	BOTHELL	WA	98012
HAMMER JOSEPH J & SARAH E	2935 S PEPITA DR	FLAGSTAFF	AZ	86004
HAMMER SARAH	2907 W PRESIDIO DR	FLAGSTAFF	AZ	86001
HAMPTON JEFFREY KIRK & JENNIFER M	2741 W JACLYN DR	FLAGSTAFF	AZ	86001
HAMREN CAL & ELLYN A	20735 N 62ND DR	GLENDALE	AZ	85308
HANABURY BRIAN & MARY	2949 S CAMEL DR	FLAGSTAFF	AZ	86001
HANNIGAN ANTHONY B	2928 S CAMEL DR	FLAGSTAFF	AZ	86001
HANSON POLLY & GARRY	2572 W JOSSELYN DR	FLAGSTAFF	AZ	86001
HARRIS LISA L & TINCER	PO BOX 1782	KAIBETO	AZ	86053
HELIN BUILDING LLC	1800 N HEREFORD DR	FLAGSTAFF	AZ	86001
HERROCK ANDREW J	2912 ESMEERLDA DR	BULLHEAD CITY	AZ	86429
HIDDEN HOLLOW MANUFACTURED HOME COMMUNITY LLC	101 MAIN ST NO 280	HUNTINGTON BEACH	CA	92648
HILL RYAN	2852 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
HOFFMAN ELIZABETH A	2925 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
HU SHI WEN & CHIN HWA	2887 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
J & L FAMILY TRUST DTD 02-23-16	2797 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
JACOBSON COURTNEY LYN LUQUE	2205 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
JAHN FAMILY LIVING TRUST DTD 10-20-14	536 E AMES PL	PHOENIX	AZ	85004
JAMES SUSAN	2725 W JACLYN DR	FLAGSTAFF	AZ	86001
JOHNSON BRANDON S	2951 S PEPITA DR	FLAGSTAFF	AZ	86001
JOHNSON CARLTON & MARTHA JAMES	2845 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
JOHNSON JOSHUA J & ALLISON H	2559 W JOSSELYN DR	FLAGSTAFF	AZ	86001
KEEP SHAWN & SUNNY	3775 S BRIDLE PATH	FLAGSTAFF	AZ	86005
KELLY DENNIS	2729 W JACLYN DR	FLAGSTAFF	AZ	86001
KEMPNER ALAN & CYNTHIA	7415 E LINCOLN DR	SCOTTSDALE	AZ	85250
KENMORE JANE H	2562 W JOSSELYN DR	FLAGSTAFF	AZ	86001
KENMORE JANE H & NEAL R	2562 W JOSSELYN DR	FLAGSTAFF	AZ	86001
KIEHNE PAUL & LINDA R	2897 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
KIM ELIJAH	2793 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
KISSINGER MARVIN & ILEANA LIVING TRUST DTD 04-05-02	2597 W JOSSELYN DR	FLAGSTAFF	AZ	86001
KUEFFER-MAYORGA TAMARA ELIZABETH	1475 S VAIL RD	CAMP VERDE	AZ	86322
LAURITSEN DENNY & ANNETTE	2951 S PARDO CALLE	FLAGSTAFF	AZ	86001
LEONARD ALEXANDER T	2849 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
LEONARD JON D & KRISTI	PO BOX 2302	FLAGSTAFF	AZ	86003
LEY MICHAEL P & BRENDA K	2935 S PARDO CALLE	FLAGSTAFF	AZ	86001
LF RENTALS LLC	14654 S 25TH PL	PHOENIX	AZ	85048
LIANG JIANJIE & LI HONG	2305 W YAHOO TRL	PHOENIX	AZ	85085
LU JIAN	2686 W JACLYN DR	FLAGSTAFF	AZ	86001
LUCERO GREGORY A & NICHOLE M	2927 W PRESIDIO DR	FLAGSTAFF	AZ	86001
LUTTINEN TREVOR A	2942 S TEX LN	FLAGSTAFF	AZ	86001
MABBIT ROBERT E	2457 W POLLO CIRCLE	FLAGSTAFF	AZ	86001
MACE EMILY	2792 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MAGEE MARK LEE & BELEN	2670 W JACLYN DR	FLAGSTAFF	AZ	86001
MANYGOATS DEAN	2833 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MARKS TRUST DTD 04-22-20	1246 E OXFORD LN	GILBERT	AZ	85295
MARTINEZ JUAN	2818 SOUTH FLAGSTONE LN	FLAGSTAFF	AZ	86001
MARTUSCIELLO MARIO & MANDEE	4962 S TOPAZ RD	FLAGSTAFF	AZ	86005
MARTUSCIELLO MARIO F & MANDEE A	2813 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
MATHESON MAGGIE	2876 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MATSUOKA LAURIE	2853 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MCDOWELL DANNY & SHAWNEE	2604 N FOX RUN RD	FLAGSTAFF	AZ	86004
MCKIRDY JAMES FRANCIS & HEATHER	2884 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
MCLALUGHLIN JOSEPH & MICHELLE	2841 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MEINERS RICHARD A & TANIA J	221 INA ST PO BOX 60181	FAIRBANKS	AK	99706
MENDEL CHARLES & MICHELLE C	2757 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MICHALSKI CHARLES D & CINDY L	1117 RAINBOW AVE S	LAKE HAVASU CITY	AZ	86403
MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
MISIOREK DANIEL A	2937 S CAMEL DR	FLAGSTAFF	AZ	86001
MORGAN JOHN L & DONNA M	2919 S PEPITA DR	FLAGSTAFF	AZ	86001
MORRELL ARMANDO F JR LIVING TRUST DTD 04-22-19	2768 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MOUNT MARILYN	2864 W PRESIDIO DR	FLAGSTAFF	AZ	86001
MOUNTAIN CREEK EST LLC	1464 E AMBERWOOD DR	PHOENIX	AZ	85048

PROPERTY OWNERS WITHIN 1,000-FEET (CONTINUED)				
PROPERTY OWNER	MAILING ADDRESS	CITY	STATE	ZIP
MOUNTAIN KEVIN P & HIGHLAND M	2063 E LANTANA DR	CHANDLER	AZ	85286
MUGO PATTI WAMUYU	2733 W JACLYN DR	FLAGSTAFF	AZ	86001
NANKIVELL DEBRA L	2918 S PARDO CALLE	FLAGSTAFF	AZ	86001
NORRIS CHAD W	2923 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
NOTTINGHAM ROXANNE D & BURTON J JR	2892 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
NOYCE JODIE L	2901 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
NUNLEY VAN A SR & SANDRA K	2917 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
OHANA KRR TRUST DTD 09-09-13	PO BOX 18621	TUCSON	AZ	85731
OHLAU JAMES R	4721 E LAVENDAR LN	PHOENIX	AZ	85044
OTZEN LINDA M TRUST DTD 09-05-19	2910 S PEPITA DR	FLAGSTAFF	AZ	86001
PATCH EMILY	1000 W FOREST MEADOWS NO 250	FLAGSTAFF	AZ	86001
PATEL NIRAJA K	2958 S TEX LN	FLAGSTAFF	AZ	86001
PATEL SANJAY & CHETNA	2821 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86005
PAWLAK TIMOTHY J & LOREEN M	254 S PORT DR	GILBERT	AZ	85233
PENSCO TRUST COMPANY MASON T LUNDELL IRA	3317 S HIGLEY RD NO 114-497	GILBERT	AZ	85297
PERTEA GHEORGHE & MONICA	2919 W PRESIDIO DR	FLAGSTAFF	AZ	86001
PETIT BRENT & CASSANDRA	2412 W POLLO CIR	FLAGSTAFF	AZ	86001
PHILLIPS JAMES & MARGARET	6 INDIAN PAINTBRUSH DR	BOZEMAN	MT	59718
POGUE RICHARD ALLEN	2924 S CAMEL DR	FLAGSTAFF	AZ	86001
POOLE IAN	2714 W JACLYN DR	FLAGSTAFF	AZ	86001
PRENTICE JOHN M & THERESE J	2920 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
PRESIDIO IN THE PINES HOMEOWNER'S ASSOC INC	323 S RIVER RUN RD NO 1	FLAGSTAFF	AZ	86001
PRESSLEY ROY J & LILIANA NG	2896 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
PRISKORN CRAIG & DANA	28313 LAURA LA PLANTE DR	AGOURA HILLS	CA	91301
QUIGLEY THOMAS JAMES	600 AUBURN AVE	SIERRA MADRE	CA	91024
QUIMBY LEONARD	6700 WOODLANDS PARKWAY STE 230-268	SPRING	TX	77382
RAEL MICHAEL & ERICA	2805 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
RAILROAD SPRINGS 66 LLLP	1016 W UNIVERSITY AVE NO 203	FLAGSTAFF	AZ	86001
RALPH STEPHEN K & SANDRA E	2896 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
RALSTON BARBARA JO	2514 E HEATHERBRAE DR	PHOENIX	AZ	85016
REYNOLDS JULIA A	PO BOX 3944	FLAGSTAFF	AZ	86003
RHODS TRUST DTD 09-10-04	1405 STONE MEADOW DR	CAMARILLO	CA	93010
ROAN-ZABAR DONNA	2817 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
ROBB CHELSEA M	2872 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
ROBBINS JOHN ERICK	2917 S CAMEL DR	FLAGSTAFF	AZ	86001
ROBERTSON GAIL M	2749 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
ROHS LANCE G	2602 W JOSSELYN DR	FLAGSTAFF	AZ	86001
ROSENFELD RONALD B & TINA	126 PEACEABLE RIDGE RD	RIDGEFIELD	CT	6877
ROZELL TRUST DTD 12/1/11	6322 W MEGAN ST	CHANDLER	AZ	85226
RUSTY JAVELINA INVESTMENTS LLC	1220 E SEMINOLE DR	PHOENIX	AZ	85022
RYBKA JAMES S & JAN D	2857 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
SACHWITZ SCOTT PAUL	1171 W SUNRISE PL	CHANDLER	AZ	85248
SALCIDO ROBERTA KAY & ALFREDO RANDY	2761 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
SANDERSON VICTOR A & NANCY C	2812 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
SCHRAUFNAGEL GARY M & MARY JEAN	5816 E HERMOSA VISTA DR	MESA	AZ	85215
SCHROEDER CHRISTIAN	2722 W JACLYN DR	FLAGSTAFF	AZ	86001
SCOTT LIONEL & JESSICA	2806 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
SECUREPAY LLC	151 MELEKOMO PLACE	LAHAINA	HI	96761
SHAFFER ATTICUS	32515 SADDLE PEAK CT	ACTON	CA	93510
SHAO YONG	2836 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
SHAY ROLAND L	2927 S PEPITA DR	FLAGSTAFF	AZ	86001
SHERECK JON R & PAULINE K	2824 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
SHIFFER KRISTINE & ARRON	2690 W JACLYN DR	FLAGSTAFF	AZ	86001
SHILLING AARON E & HOLLY	2892 W PRESIDIO DR	FLAGSTAFF	AZ	86001
SIEG MATTHEW & ANTONINA	2903 W PRESIDIO DR	FLAGSTAFF	AZ	86001
SIMPSON HEATHER L	PO BOX 31183	FLAGSTAFF	AZ	86003
SMITH JEFFREY L	2899 W PRESIDIO DR	FLAGSTAFF	AZ	86001
SMITH TERRY E	2772 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
SNIDE THOMAS K & MARIE G	2922 S PEPITA DR	FLAGSTAFF	AZ	86001
ST LOUIS JAY & ANGELA	1391 W MAPLEWOOD ST	CHANDLER	AZ	85286
STEIN JEFFREY A & ABIGAIL	2817 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
STEWART STEVIE M	6825 E PEARL ST	MESA	AZ	85207
STONER GAYLA M & THOMAS N	PO BOX 263	FLAGSTAFF	AZ	86002
STRAIN SEAN P & JANELLE J	2809 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
STROUT ERIN M	2913 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
SUFIA BRANDON SIONE	3650 E LAKE MEAD BLVD NO 257	LAS VEGAS	NV	89115
SUMMERS SCOTT D & SUSAN M	8211 179TH PL NE	ARLINGTON	WA	98223
SWARUP VIMAL P	6040 LAUREL LOOP	FLAGSTAFF	AZ	86004
TAGUCHI NAOKO	2922 S TEX LN	FLAGSTAFF	AZ	86001
TEN ELENA	2730 W JACLYN DR	FLAGSTAFF	AZ	86001
THIESING JAMES W & CAROL A	2092 ASHBURTON WAY	MOUNT PLEASANT	SC	29466
THOMAS MATTHEW	2925 S CAMEL DR	FLAGSTAFF	AZ	86001
TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
TOLBY ROY & MARJORIE	227 N TONTO TRL	PAYSON	AZ	85541

PROPERTY OWNERS WITHIN 1,000-FEET (CONTINUED)				
PROPERTY OWNER	MAILING ADDRESS	CITY	STATE	ZIP
TSOSIE BRIAN L & JENNIFER P	2740 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
TURNER CODY C	2939 S PEPITA DR	FLAGSTAFF	AZ	86001
TUTAY DANIEL J & ERIN M	2709 W JACLYN DR	FLAGSTAFF	AZ	86001
TUTWILER THOMAS R	2888 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
UPSON BRENT W	3022 W NIGHT OWL LN	PHOENIX	AZ	85085
URBANEK FAMILY REVOCABLE LIVING TRUST AMENDED 1-22-18	2020 W MUSKET PL	CHANDLER	AZ	85286
VALLEN GARY & KIM	1655 N KITTREDGE RD	FLAGSTAFF	AZ	86001
VAN DEN BURG ROBERT J & INGRID M	2765 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
VAN DER VEER KAREN	662 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
VAN HOY GARY R & MARY E	9660 W BENT TREE DR	PEORIA	AZ	85383
VAN KAMPEN KOREY & AMANDA	2700 S WOODLANDS VILLAGE BLVD NO 300-228	FLAGSTAFF	AZ	86001
VANDERMEULEN JOSHUA	2741 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
VASCASSENNO NICHOLAS S & SHARINA M	2911 S PEPITA DR	FLAGSTAFF	AZ	86001
VERA KIMBERLY A & SALVADOR JR	2931 S PEPITA DR	FLAGSTAFF	AZ	86001
VII LIVING TRUST DTD 06-12-13	3636 E SHOMI ST	PHOENIX	AZ	85044
VP 66 & WOODY MOUNTAIN LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
WALKER JOSHUA FORREST & KRISTLE MARIE	2682 W JACLYN DR	FLAGSTAFF	AZ	86001
WALSH CATHERINE LIVING TRUST DTD 09-17-15	2868 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
WANDERLAND FLAGSTAFF LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
WEIDINGER JOSEPH E & BECKY Y	2705 W JACLYN DR	FLAGSTAFF	AZ	86001
WELLINS-NEUBERGER FAMILY TRUST DTD 05-05-16	11111 E SOREL LN	SCOTTSDALE	AZ	85259
WERLEY JAKE P	250 N CIRCLE DR	FLAGSTAFF	AZ	86001
WILSON JONATHAN S	2904 W PRESIDIO DR	FLAGSTAFF	AZ	86001
WINBORNE VAUGHAN S JR & LISA M	PO BOX 1538	FLAGSTAFF	AZ	86002
WINBURN BRIAN	PO BOX 2426	FLAGSTAFF	AZ	86003
WINFREE KYLE N & VANESSA	2781 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
WOODRUFF JOHN	43258 W MARICOPA AVE	MARICOPA	AZ	85138
WYATT JANICE L REVOCABLE LIVING TRUST DTD 10-27-2010	11087 N JOY FAITH DR	ORO VALLEY	AZ	85737
XU QIANG	5045 S TOPAZ RD	FLAGSTAFF	AZ	86005
ZERGER ADAM S & SARA K	2954 S TEX LN	FLAGSTAFF	AZ	86001
ZETICH DONALD S & MARYANN	2928 W PRESIDIO DR	FLAGSTAFF	AZ	86001
OTHER INTERESTED PARTIES				
ORGANIZATION/CONTACT	MAILING ADDRESS	CITY	STATE	ZIP
VP66 & WOODY MOUNTAIN, LLC / TIMBER SKY	2502 E. CAMELBACK ROAD, STE. 214	PHOENIX	AZ	85016
PRESIDIO IN THE PINES HOA	323 S RIVER RUN ROAD, NO. 1	FLAGSTAFF	AZ	86001
RAILROAD SPRINGS 66, LLC	1016 W. UNIVERSITY AVENUE, NO. 203	FLAGSTAFF	AZ	86001
FRIENDS OF FLAGSTAFF'S FUTURE	P.O. BOX 23462	FLAGSTAFF	AZ	86002
NORTHERN ARIZONA BUILDING ASSOCIATION	1500 E CEDAR AVE	FLAGSTAFF	AZ	86004
NORTHERN ARIZONA ASSOCIATION OF REALTORS ATTN: JEFFREY HERD	1515 E CEDAR AVE, STE. C-4	FLAGSTAFF	AZ	86004
TISH BOGAN-OZMUN	5271 MOUNT PLEASANT DR	FLAGSTAFF	AZ	86004
MARILYN WEISSMAN	1055 E APPLE WAY	FLAGSTAFF	AZ	86001
COAST AND MOUNTAIN PROPERTIES ATTN: MAURY HERMAN	3 N LEROUX ST	FLAGSTAFF	AZ	86001
NAT WHITE	1120 N ROCKRIDGE RD	FLAGSTAFF	AZ	86001
CHARLIE SILVER	720 W ASPEN AVE	FLAGSTAFF	AZ	86001
BETSY MCKELLAR	330 S ASH LANE	FLAGSTAFF	AZ	86004
DAVID CARPENTER	495 S RIVER RUN, STE. 100	FLAGSTAFF	AZ	86001
ARIZONA ARMY NATIONAL GUARD, AZAA-FMO ATTN: DORENDA COLEMAN	5636 E McDOWELL RD, M5330	PHOENIX	AZ	85008
US NAVY, INTERGOVERNMENTAL BRANCH ATTN: MARY BETH DREUSIKE	850 PACIFIC HIGHWAY, BLDG. 1 - 5TH FLOOR, STE. 513	SAN DIEGO	CA	92132
CELIA BAROTZ	3354 N CREST STREET	FLAGSTAFF	AZ	86001
NORM WALLEN	3716 N GRANDVIEW	FLAGSTAFF	AZ	86004
COCONINO COUNTY COMMUNITY DEVELOPMENT ATTN: JAY CHRISTELMAN	2500 N FORT VALLEY ROAD, BLDG. 1	FLAGSTAFF	AZ	86001-1287
COCONINO COUNTY COMMUNITY DEVELOPMENT ATTN: JESS McNEELY	2500 N FORT VALLEY ROAD, BLDG. 1	FLAGSTAFF	AZ	86001-1287
FLAGSTAFF LODGING, RESTAURANT & TOURISM ATTN: STEVE FINCH	P.O. BOX 30622	FLAGSTAFF	AZ	86003
ADRIAN SKABELUND	819 WEST GRAND CANYON AVENEU	FLAGSTAFF	AZ	86001
RACHEL BASS	3083 E. EASTERDAY LANE	FLAGSTAFF	AZ	86001
TIFFANY ANTOL	211 W. ASPEN AVE.	FLAGSTAFF	AZ	86001
COCONINO COUNTY	2500 N. FORT VALLEY ROAD	FLAGSTAFF	AZ	86001
GAMMAGE & BURNHAM, PLC ATTN: NICK SOBRASKE	40 NORTH CENTRAL AVE, 20TH FLOOR	PHOENIX	AZ	85004
SEPTEMBER 21, 2020 NEIGHBORHOOD MEETING ATTENDEES				
ATTENDEE NAME	ADDRESS	CITY	STATE	ZIP
Ali Gulfaraz	4371 E. Savannah Circle	Flagstaff	AZ	86004
Lauri Budzinski	2940 S. Camel Drive	Flagstaff	AZ	86001
Gail Robertson	2749 W. Pico Del Monte Circle	Flagstaff	AZ	86001
Michelle Kuzdas	2338 W. Mission Timber Circle	Flagstaff	AZ	86001
Joe and Gianna Elms	2883 W. Patio del Presidio	Flagstaff	AZ	86001
Jennifer Hampton	2741 W. Jaclyn Drive	Flagstaff	AZ	86001
Amy Vogler	2398 W. Mission Timber Circle	Flagstaff	AZ	86001
Linda Denham	3605 S. Lariat Loop	Flagstaff	AZ	86005
Carlton Johnson	2845 W. Pico Del Monte Circle	Flagstaff	AZ	86001

**SEPTEMBER 21, 2020 NEIGHBORHOOD MEETING ATTENDEES (CONTINUED)**

<b>ATTENDEE NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
Leslie Boulet	2898 W. Presidio Drive	Flagstaff	AZ	86004
Lisa Harris	2737 W. Jaclyn Drive	Flagstaff	AZ	86001
Cal Hamren	2896 W. Paz de Avenida	Flagstaff	AZ	86001
John and Therese Prentice	2920 S. Pais Del Norte	Flagstaff	AZ	86001
Jason Rohr	1601 E. Mountain View Avenue	Flagstaff	AZ	86001
Barbara DuPaul	2569 W. Clement Circle	Flagstaff	AZ	86001
Anthony Williams	3460 S. Skye Way	Flagstaff	AZ	86005
Lisa Galyen	2601 W. Josselyn Drive	Flagstaff	AZ	86001
Sue Bunch	2760 W. Pico Del Monte Circle	Flagstaff	AZ	86001
Christina George	2959 S. Pepita Drive	Flagstaff	AZ	86001
Robert Davis	2912 W. Paz de Avenida	Flagstaff	AZ	86001
Lori McCorry and David Moorehead	2462 W. Clement Circle	Flagstaff	AZ	86001
John Morgan	2919 S. Pepita Drive	Flagstaff	AZ	86001
Linda Otzen	2910 S. Pepita Drive	Flagstaff	AZ	86001
Richard Pogue	2924 S. Camel Drive	Flagstaff	AZ	86001
Brian Hanabury	2949 S. Camel Drive	Flagstaff	AZ	86001
AraLynn Nowack	2341 W. Mission Timber Cir	Flagstaff	AZ	86001



September 22, 2020

Dear Property Owner, Resident, Neighborhood Association, or Interested Citizen,

Vintage Partners is proposing to develop Sky Cottages, a new residential community located on the approximate 20 acres located at the northwest corner of Woody Mountain Road and the McAllister Ranch Road alignment ("Sky Cottages' Property").

Vintage Partners is responsible for developing forward thinking and award winning projects throughout the State for more than 30 years. One of those projects includes the highly successful Timber Sky master-planned community, located just west of the Sky Cottages' Property, which is considered the finest Dark Skies compliant master-planned community in the State. See enclosed Context Map. Sky Cottages, planned as an extension of Timber Sky, will be an accessible, athletic, outdoor, affordable build-to-rent community with 199 one (1) and two (2) story units, comprised of 1, 1.5, 2, and 3 bedrooms. The majority of the units are detached, similar to that of traditional single-family residential community, such as Presidio in the Pines. As such, Sky Cottage residents will be able to have more of a single-family residential experience, with the benefit of a professionally-managed and highly amenitized community that will include expansive amenities, active and passive open spaces, and trail connections throughout. See enclosed Site Plan and Conceptual Building Elevations.

In order to facilitate development of Sky Cottages, an application was filed with the City to rezone the Property from RR RPO-Rural Residential, Resource Protection Overlay to HR RPO-High Density Residential, Resource Protection Overlay. The requested HR RPO zoning designation is the same zoning that governs the majority of Presidio in the Pines.

We have scheduled a follow-up virtual neighborhood meeting to discuss the development proposal. The details for the meeting are as follows:

Meeting: Sky Cottages Virtual Neighborhood Meeting

Location: Meeting to be held virtually in Zoom.

Link: [gblaw.com/skycottages](http://gblaw.com/skycottages)

Date and Time: Monday, October 5, 2020 at 6:00 PM



Instructions for Access to Virtual Neighborhood Meeting. The neighborhood meeting will be held on the Zoom video conferencing platform, which can be accessed through your internet browser or through the Zoom app on your mobile device via the above link. For registration assistance, please contact Ellie Brundige at (602) 256-4409 or [ebrundige@gblaw.com](mailto:ebrundige@gblaw.com). We respectfully request that you register a minimum 1-hour prior to the start of the neighborhood meeting.

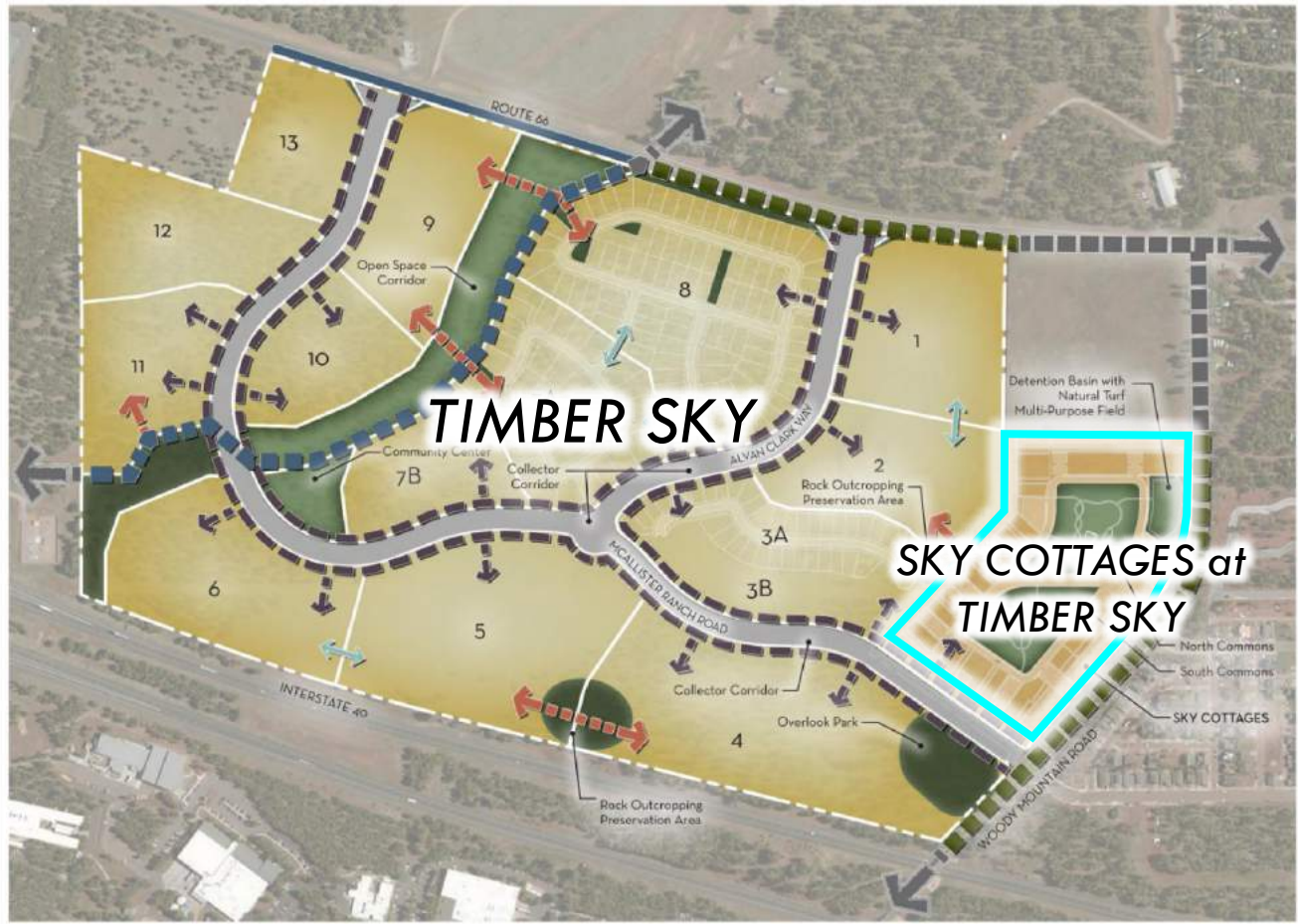
Please note, to access the meeting, you will be required to register. The meeting registration information will be part of the public record and shared with the City. We will also use this information to keep you informed of future meetings and hearings via email, as well as traditional mail. At the beginning of the neighborhood meeting, we will provide a brief overview of the meeting procedures and instructions for asking questions once the formal presentation has concluded.

Please be advised that future meetings and hearings before the Planning & Zoning Commission and City Council will be scheduled to review this case. Specific meeting and hearing dates have not yet been set. An additional notification letter will be provided identifying the date, time, and location of these meetings and hearings.

The City Planner assigned to this case is Tiffany Antol. Ms. Antol can be reached at (928) 213-2605 or [TAntol@flagstaffaz.gov](mailto:TAntol@flagstaffaz.gov). She can answer your questions regarding the City's review and hearing process. Should you have any questions in the meantime, or are unable to attend the virtual neighborhood meeting and would like more information, please do not hesitate to contact our representative, Lindsay Schube, at (602) 256-4471 or [lschube@gblaw.com](mailto:lschube@gblaw.com). Thank you.

Sincerely,

Walter Crutchfield  
Vintage Partners



**SKY COTTAGES at TIMBER SKY**  
PZ-20-00153

**VINTAGE**  
PLANNING

**GAMMAGE BURÑHAM**  
Autways at Law

**SWI**  
Singapore & Weidman, Inc.

**Mosaic**

**NOKKUS DESIGN**  
Pty. Ltd. (Singapore) Private Limited

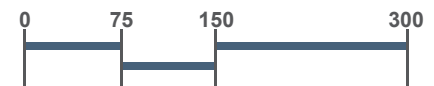
SHEET NAME:  
CIRCULATION DIAGRAM

SHEET NO:  
4 of 32

OVERALL SITE PLAN



NORTH



SCALE: 1"=150'

**NORRIS DESIGN**  
Planning | Landscape Architecture | Engineering

**Mosaic**

**SWI**  
Shepherd & Wesnitzer, Inc.

**GAMMAGE & BURNHAM**  
Attorneys at Law

**V**  
VINTAGE  
PARTNERS



**SKY COTTAGES**  
at **TIMBER SKY**

PZ-20-00153

SHEET NAME:  
overall

SHEET NO.  
6



39-41



**SKY COTTAGES**  
at **TIMBER SKY**  
PZ-20-00153

**V**  
VINTAGE  
PARTNERS

**GAMMAGE  
BURNHAM**  
Attorneys at Law

**SWI**  
Shepherd & Associates, Inc.

**Mosaic**

**NORRIS DESIGN**  
PLANNING | ARCHITECTURE | INTERIOR DESIGN

SHEET NAME:  
3-BD UNIT  
EXTERIOR VIEW

SHEET NO.:  
21 of 32



**SKY COTTAGES**  
at **TIMBER SKY**

PZ-20-00153



**GAMMAGE  
BURNHAM**  
Attorneys at Law



SHEET NAME:  
OVERALL  
PERSPECTIVE  
SHEET NO.  
3 of 32

## **TAB D**

### **Attendee Registration Sheet from Second Virtual Neighborhood Meeting**

**October 5, 2020 Second Virtual Neighborhood Meeting Attendees**

<b>Attendee Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>ZIP</b>
Manny Gurrola	10838 N. 10th Place	Phoenix	AZ	85020
Clinton Whiting	5350 Tanager Road	Flagstaff	AZ	86004
Ali Gulfaraz	4371 E. Savannah Circle	Flagstaff	AZ	86001
Paul Ferry	2333 W. Mission Timber Circle	Flagstaff	AZ	86001
Brent Ballard	10838 N. 10th Place	Phoenix	AZ	85020
Marvin Kissinger	2597 W. Josselyn Drive	Flagstaff	AZ	86001
Robert Davis	2912 W. Paz de Avenida	Flagstaff	AZ	86001
Brian Wilson	2389 S. Cliffview Street	Flagstaff	AZ	86001
Ara Nowack	2341 W. Mission Timber Circle	Flagstaff	AZ	86001
Tom Boggess	3572 S. Cheryl Drive	Flagstaff	AZ	86001
Jeff Smith	2899 W. Presidio Drive	Flagstaff	AZ	86001
Hartley Rodie	3720 E. Earll Drive	Phoenix	AZ	85018
Carmen Neuberger	11111 E. Sorrel Lane	Scottsdale	AZ	85259
Sal Vera	2931 S. Pepita Drive	Flagstaff	AZ	86001
Richard Pogue	2924 S. Camel Drive	Flagstaff	AZ	86001
Debra Nankivell	2918 S. Pardo Calle	Flagstaff	AZ	86001
Jason Rohr	1601 E. Mountain View Avenue	Flagstaff	AZ	86001
Karen Sorensen	2640 W. Kiltie Lane	Flagstaff	AZ	86005
Lori McCorry	2462 W. Clement Cirle	Flagstaff	AZ	86001
Barbara Fisher	3405 S. Skye Way	Flagstaff	AZ	86005
PJ Aerts	3280 S. Skye Way	Flagstaff	AZ	86005
David Grogg	PO Box 2097	Flagstaff	AZ	86003

# TAB E

## Follow-Up Notifications

PROPERTY OWNERS WITHIN 1,000-FEET					
PROPERTY OWNER	MAILING ADDRESS	CITY	STATE	ZIP	
THOMAS REVOCABLE TRUST DTD 05-16-06	2938 S TEX LN	FLAGSTAFF	AZ	86001	
2909 PRESIDIO PINES LLC	9733 W MOUNTAIN VIEW RD	PEORIA	AZ	85345	
ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005	
ALVIN THOMAS R & SHELLEY B	3973 N FOUNDER CIR	BUCKEYE	AZ	85396	
AMESTOY FAMILY TRUST DTD 07-24-02	1112 DYSART DR	BANNING	CA	92220	
ATIEMO ANDREW & RENE A	2810 E HEMBERG DR	FLAGSTAFF	AZ	86004	
AUSTIN GARRETT	2943 S PARDO CALLE DR	FLAGSTAFF	AZ	86001	
BAILEY TRUST DTD 07-14-08	1552 W SALTSAGE DR	PHOENIX	AZ	85045	
BAKER RYAN W & JEANETTE N	2923 S PEPITA DR	FLAGSTAFF	AZ	86001	
BALL DANIEL A & JENNIFER A	2817 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
BAMFORD FRANCIS J	2947 S PEPITA DR	FLAGSTAFF	AZ	86001	
BECENTI MICHAEL M	2717 W JACLYN DR	FLAGSTAFF	AZ	86001	
BETHKE MCKENZIE RAE	2574 W JOSSELYN DR	FLAGSTAFF	AZ	86001	
BHAKTA RAJENDRABHAI D & SHILABEN R	8383 E STATE ROUTE 69	PRESCOTT VALLEY	AZ	86314	
BIGGERSTAFF PATRICK & WHITNEY	2943 S PEPITA DR	FLAGSTAFF	AZ	86001	
BLAIN NICHOLAS R & PATRICIA K	2879 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001	
BLOOMBERG KIM E	2436 W ROCK ISLAND AVE	FLAGSTAFF	AZ	86001	
BOATENG DAVID FORBI	2593 W JOSSELYN DR	FLAGSTAFF	AZ	86001	
BOOTH BRIAN T & MEAGAN J	2876 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001	
BOYD JOHN L III & KAREN E	3980 WESTWOOD CIR	FLAGSTAFF	AZ	86005	
BRIGHAM STEVEN M & ERNA V	2927 S PARDO CALLE DR	FLAGSTAFF	AZ	86001	
BRINK JOHN I & EILEEN P	2864 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
BROCKIE MILLIE	PO BOX 1608	TUBA CITY	AZ	86045	
BROTSCHI LIVING TRUST DTD 06-01-09	21497 E CALDWELLS WAY	QUEEN CREEK	AZ	85142	
BROWN PETER TRUST DTD 04-18-18	2921 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001	
BROWN TIMOTHY E	2820 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
BROWN YAZZIE MARKS	2946 S TEX LN	FLAGSTAFF	AZ	86001	
BRUCE BENJAMIN	2662 W JACLYN DR	FLAGSTAFF	AZ	86001	
CANTOR PROPERTIES LLC	3199 RAINBOW RIDGE DR	PRESCOTT	AZ	86303	
CARPENTER RYAN	2920 W PRESIDIO DR	FLAGSTAFF	AZ	86001	
CARROLL VICKI J LIVING TRUST UA DTD 6-16-14	2880 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001	
CASEMAN DELAYNE LOIS	2840 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
CHAN HELEN	2706 W JACLYN DR	FLAGSTAFF	AZ	86001	
CHANG JONATHAN P	2900 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86005	
CHEN ZHONG	32 W QUARTZ RD	FLAGSTAFF	AZ	86005	
COLEMAN AARON O	2947 S PARDO CALLE DR	FLAGSTAFF	AZ	86001	
CONGER MCCANTS FAMILY TRUST DTD 09-16-06	2923 W PRESIDIO DR	FLAGSTAFF	AZ	86001	
COOK BRENDON & APRIL	2916 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001	
CORRIGAN LOGAN	2674 W JACLYN DR	FLAGSTAFF	AZ	86001	
COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001	
CURTIS MATTHEW	2187 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001	
DAVILA MIGUEL	2828 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
DAVIS ROBERT	2921 W CARAVAGGIO LN	PHOENIX	AZ	85086	
DECKER FRANCIS P & DEBORAH A REVOCABLE TRUST	23205 COSO	MISSION VIEJO	CA	92692	
DEFRATES DAMON J & DEBORA A	2813 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
DEHOAG CRYSTAL F & ZENAS	2955 S PEPITA DR	FLAGSTAFF	AZ	86001	
DOBA DERRICK R & CHRISTIAN M	2921 S CAMEL DR	FLAGSTAFF	AZ	86001	
DOHSE TIMOTHY & CHELSEA NICOLE	2195 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001	
DUNMYER SANDRA CHRISTINE	2900 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001	
ECKEL ALISE	2802 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001	
ELLIS PRESTON COLE & JAYME	2445 W POLLO CIR	FLAGSTAFF	AZ	86001	
FALLON ANDREW M & RACHAEL R	2860 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
FARRELL DAVID	8375 S PEPITA DR	FLAGSTAFF	AZ	86001	
FILIPPI JORDON & AMANDA	2744 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
FINCH ROBERT R & JANE LOVELY	2453 W POLLO CIR	FLAGSTAFF	AZ	86001	
FISCHENICH MIKE & PAULA	3515 W STRAWBERRY ROAN	FLAGSTAFF	AZ	86005	
FISHER DUSTIN BRYANT	2801 S FLAGSTONE LN	FLAGSTAFF	AZ	86001	
FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001	
FOGLE DONALD & CAROLE	2236 MANZANITA DR	LAKE SIDE	AZ	85929	
FORD JEFFREY B	9428 E HERITAGE TRAIL DR	SCOTTSDALE	AZ	85255	
FOREMAN SCOTT H & LISA P	2900 W PRESIDIO DR	FLAGSTAFF	AZ	86001	
FOX WAYNE A & ALICE M	536 W RANCHO DR	PHOENIX	AZ	85013	
FREDETTE ANNETTE & ANTHONY	2191 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001	
FREEDLUND LANCE D	2816 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
FREITAG RONALD E	2802 S FLAGSTONE LN	FLAGSTAFF	AZ	86001	
FUSSELMAN BRIDGET & DEREK	2805 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001	
GALLEGOS LORETTA	2811 S FLAGSTONE LN	FLAGSTAFF	AZ	86001	
GAO JUNFENG	5112 LE MICCINE TERR	SAN JOSE	CA	95129	
GERAGHTY TRUST DTD 5/12/16	4750 DEVONPORT CIR	YORBA LINDA	CA	92887	
GIAMBALVO PAUL A	PO BOX 2745	FLAGSTAFF	AZ	86003	
GIBBS JOHN G	2956 S CAMEL DR	FLAGSTAFF	AZ	86001	
GIESKE FAMILY LIVING TRUST DTD 02-04-19	3306 N 81ST ST	MESA	AZ	85207	
GILBERTSON ADELA	1550 KELLY ST	REDLANDS	CA	92374	
GILLIAM JOSEPH K & ANNA L	24112 SNIPE LN	LAGUNA NIGUEL	CA	92677	
GOWANLOCK MICHAEL	2932 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001	
GRACEY AMY M & CHRISTOPHER A	2814 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001	
GREENE JEFFREY L & SHIRLEY A	2892 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001	
GRIFFIS AUDREY L	165 LAKESHORE RD	GILBERTSVILLE	KY	42044	
GROOM NICHOLAS & MICHELLE	2957 S CAMEL DR	FLAGSTAFF	AZ	86001	

PROPERTY OWNERS WITHIN 1,000-FEET (CONTINUED)				
PROPERTY OWNER	MAILING ADDRESS	CITY	STATE	ZIP
GROSVENOR FAMILY REVOCABLE LIVING TRUST DTD 03-23-17	2221 FIERO DR	LAS VEGAS	NV	89134
HADUCH ARTHUR	19157 N CATHEDRAL POINT CT	SURPRISE	AZ	85387
HAGENSEN RACHEL L	20014 34TH AVE SE	BOTHELL	WA	98012
HAMMER JOSEPH J & SARAH E	2935 S PEPITA DR	FLAGSTAFF	AZ	86004
HAMMER SARAH	2907 W PRESIDIO DR	FLAGSTAFF	AZ	86001
HAMREN CAL & ELLYN A	20735 N 62ND DR	GLENDALE	AZ	85308
HANNIGAN ANTHONY B	2928 S CAMEL DR	FLAGSTAFF	AZ	86001
HANSON POLLY & GARRY	2572 W JOSSELYN DR	FLAGSTAFF	AZ	86001
HARRIS LISA L & TINCER	PO BOX 1782	KAIBETO	AZ	86053
HELIN BUILDING LLC	1800 N HEREFORD DR	FLAGSTAFF	AZ	86001
HERROCK ANDREW J	2912 ESMERELDA DR	BULLHEAD CITY	AZ	86429
HIDDEN HOLLOW MANUFACTURED HOME COMMUNITY LLC	101 MAIN ST NO 280	HUNTINGTON BEACH	CA	92648
HILL RYAN	2852 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
HOFFMAN ELIZABETH A	2925 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
HU SHI WEN & CHIN HWA	2887 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
J & L FAMILY TRUST DTD 02-23-16	2797 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
JACOBSON COURTNEY LYN LUQUE	2205 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
JAHN FAMILY LIVING TRUST DTD 10-20-14	536 E AMES PL	PHOENIX	AZ	85004
JAMES SUSAN	2725 W JACLYN DR	FLAGSTAFF	AZ	86001
JOHNSON BRANDON S	2951 S PEPITA DR	FLAGSTAFF	AZ	86001
JOHNSON JOSHUA J & ALLISON H	2559 W JOSSELYN DR	FLAGSTAFF	AZ	86001
KEEP SHAWN & SUNNY	3775 S BRIDLE PATH	FLAGSTAFF	AZ	86005
KELLY DENNIS	2729 W JACLYN DR	FLAGSTAFF	AZ	86001
KEMPNER ALAN & CYNTHIA	7415 E LINCOLN DR	SCOTTSDALE	AZ	85250
KENMORE JANE H	2562 W JOSSELYN DR	FLAGSTAFF	AZ	86001
KENMORE JANE H & NEAL R	2562 W JOSSELYN DR	FLAGSTAFF	AZ	86001
KIEHNE PAUL & LINDA R	2897 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
KIM ELIJAH	2793 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
KUEFFER-MAYORGA TAMARA ELIZABETH	1475 S VAIL RD	CAMP VERDE	AZ	86322
LAURITSEN DENNY & ANNETTE	2951 S PARDO CALLE	FLAGSTAFF	AZ	86001
LEONARD ALEXANDER T	2849 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
LEONARD JON D & KRISTI	PO BOX 2302	FLAGSTAFF	AZ	86003
LEY MICHAEL P & BRENDA K	2935 S PARDO CALLE	FLAGSTAFF	AZ	86001
LF RENTALS LLC	14654 S 25TH PL	PHOENIX	AZ	85048
LIANG JIANJIE & LI HONG	2305 W YAHOO TRL	PHOENIX	AZ	85085
LU JIAN	2686 W JACLYN DR	FLAGSTAFF	AZ	86001
LUCERO GREGORY A & NICHOLE M	2927 W PRESIDIO DR	FLAGSTAFF	AZ	86001
LUTTINEN TREVOR A	2942 S TEX LN	FLAGSTAFF	AZ	86001
MABBIT ROBERT E	2457 W POLLO CIRCLE	FLAGSTAFF	AZ	86001
MACE EMILY	2792 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MAGEE MARK LEE & BELEN	2670 W JACLYN DR	FLAGSTAFF	AZ	86001
MANYGOATS DEAN	2833 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MARKS TRUST DTD 04-22-20	1246 E OXFORD LN	GILBERT	AZ	85295
MARTINEZ JUAN	2818 SOUTH FLAGSTONE LN	FLAGSTAFF	AZ	86001
MARTUSCIELLO MARIO & MANDEE	4962 S TOPAZ RD	FLAGSTAFF	AZ	86005
MARTUSCIELLO MARIO F & MANDEE A	2813 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
MATHESON MAGGIE	2876 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MATSUOKA LAURIE	2853 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MCDOWELL DANNY & SHAWNEE	2604 N FOX RUN RD	FLAGSTAFF	AZ	86004
MCKIRDY JAMES FRANCIS & HEATHER	2884 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
MCLALUGHLIN JOSEPH & MICHELLE	2841 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MEINERS RICHARD A & TANIA J	221 INA ST PO BOX 60181	FAIRBANKS	AK	99706
MENDEL CHARLES & MICHELLE C	2757 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MICHALSKI CHARLES D & CINDY L	1117 RAINBOW AVE S	LAKE HAVASU CITY	AZ	86403
MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
MISIOREK DANIEL A	2937 S CAMEL DR	FLAGSTAFF	AZ	86001
MORRELL ARMANDO F JR LIVING TRUST DTD 04-22-19	2768 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MOUNT MARILYN	2864 W PRESIDIO DR	FLAGSTAFF	AZ	86001
MOUNTAIN CREEK EST LLC	1464 E AMBERWOOD DR	PHOENIX	AZ	85048
MOUNTAIN KEVIN P & HIGHLAND M	2063 E LANTANA DR	CHANDLER	AZ	85286
MUGO PATTI WAMUYU	2733 W JACLYN DR	FLAGSTAFF	AZ	86001
NORRIS CHAD W	2923 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
NOTTINGHAM ROXANNE D & BURTON J JR	2892 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
NOYCE JODIE L	2901 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
NUNLEY VAN A SR & SANDRA K	2917 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
OHANA KRR TRUST DTD 09-09-13	PO BOX 18621	TUCSON	AZ	85731
OHLAU JAMES R	4721 E LAVENDAR LN	PHOENIX	AZ	85044
PATCH EMILY	1000 W FOREST MEADOWS NO 250	FLAGSTAFF	AZ	86001
PATEL NIRAJA K	2958 S TEX LN	FLAGSTAFF	AZ	86001
PATEL SANJAY & CHETNA	2821 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86005
PAWLAK TIMOTHY J & LOREEN M	254 S PORT DR	GILBERT	AZ	85233
PENSCO TRUST COMPANY MASON T LUNDELL IRA	3317 S HIGLEY RD NO 114-497	GILBERT	AZ	85297
PERTEA GHEORGHE & MONICA	2919 W PRESIDIO DR	FLAGSTAFF	AZ	86001
PETIT BRENT & CASSANDRA	2412 W POLLO CIR	FLAGSTAFF	AZ	86001
PHILLIPS JAMES & MARGARET	6 INDIAN PAINTBRUSH DR	BOZEMAN	MT	59718
POOLE IAN	2714 W JACLYN DR	FLAGSTAFF	AZ	86001
PRESIDIO IN THE PINES HOMEOWNER'S ASSOC INC	323 S RIVER RUN RD NO 1	FLAGSTAFF	AZ	86001
PRESSLEY ROY J & LILIANA NG	2896 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
PRISKORN CRAIG & DANA	28313 LAURA LA PLANTE DR	AGOURA HILLS	CA	91301

PROPERTY OWNERS WITHIN 1,000-FEET (CONTINUED)					
PROPERTY OWNER	MAILING ADDRESS	CITY	STATE	ZIP	
QUIGLEY THOMAS JAMES	600 AUBURN AVE	SIERRA MADRE	CA	91024	
QUIMBY LEONARD	6700 WOODLANDS PARKWAY STE 230-268	SPRING	TX	77382	
RAEL MICHAEL & ERICA	2805 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
RAILROAD SPRINGS 66 LLLP	1016 W UNIVERSITY AVE NO 203	FLAGSTAFF	AZ	86001	
RALPH STEPHEN K & SANDRA E	2896 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
RALSTON BARBARA JO	2514 E HEATHERBRAE DR	PHOENIX	AZ	85016	
REYNOLDS JULIA A	PO BOX 3944	FLAGSTAFF	AZ	86003	
RHODS TRUST DTD 09-10-04	1405 STONE MEADOW DR	CAMARILLO	CA	93010	
ROAN-ZABAR DONNA	2817 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001	
ROBB CHELSEA M	2872 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001	
ROBBINS JOHN ERICK	2917 S CAMEL DR	FLAGSTAFF	AZ	86001	
ROHS LANCE G	2602 W JOSSELYN DR	FLAGSTAFF	AZ	86001	
ROSENFELD RONALD B & TINA	126 PEACEABLE RIDGE RD	RIDGEFIELD	CT	6877	
ROZELL TRUST DTD 12/1/11	6322 W MEGAN ST	CHANDLER	AZ	85226	
RUSTY JAVELINA INVESTMENTS LLC	1220 E SEMINOLE DR	PHOENIX	AZ	85022	
RYBKA JAMES S & JAN D	2857 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
SACHWITZ SCOTT PAUL	1171 W SUNRISE PL	CHANDLER	AZ	85248	
SALCIDO ROBERTA KAY & ALFREDO RANDY	2761 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
SANDERSON VICTOR A & NANCY C	2812 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
SCHRAUFNAGEL GARY M & MARY JEAN	5816 E HERMOSA VISTA DR	MESA	AZ	85215	
SCHROEDER CHRISTIAN	2722 W JACLYN DR	FLAGSTAFF	AZ	86001	
SCOTT LIONEL & JESSICA	2806 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001	
SECUREPAY LLC	151 MELEKOMO PLACE	LAHAINA	HI	96761	
SHAFFER ATTICUS	32515 SADDLE PEAK CT	ACTON	CA	93510	
SHAO YONG	2836 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
SHAY ROLAND L	2927 S PEPITA DR	FLAGSTAFF	AZ	86001	
SHERECK JON R & PAULINE K	2824 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
SHIFFER KRISTINE & ARRON	2690 W JACLYN DR	FLAGSTAFF	AZ	86001	
SHILLING AARON E & HOLLY	2892 W PRESIDIO DR	FLAGSTAFF	AZ	86001	
SIEG MATTHEW & ANTONINA	2903 W PRESIDIO DR	FLAGSTAFF	AZ	86001	
SIMPSON HEATHER L	PO BOX 31183	FLAGSTAFF	AZ	86003	
SMITH TERRY E	2772 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
SNIDE THOMAS K & MARIE G	2922 S PEPITA DR	FLAGSTAFF	AZ	86001	
ST LOUIS JAY & ANGELA	1391 W MAPLEWOOD ST	CHANDLER	AZ	85286	
STEIN JEFFREY A & ABIGAIL	2817 S FLAGSTONE LN	FLAGSTAFF	AZ	86001	
STEWART STEVIE M	6825 E PEARL ST	MESA	AZ	85207	
STONER GAYLA M & THOMAS N	PO BOX 263	FLAGSTAFF	AZ	86002	
STRAIN SEAN P & JANELLE J	2809 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
STROUT ERIN M	2913 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001	
SUFIA BRANDON SIONE	3650 E LAKE MEAD BLVD NO 257	LAS VEGAS	NV	89115	
SUMMERS SCOTT D & SUSAN M	8211 179TH PL NE	ARLINGTON	WA	98223	
SWARUP VIMAL P	6040 LAUREL LOOP	FLAGSTAFF	AZ	86004	
TAGUCHI NAOKO	2922 S TEX LN	FLAGSTAFF	AZ	86001	
TEN ELENA	2730 W JACLYN DR	FLAGSTAFF	AZ	86001	
THIESING JAMES W & CAROL A	2092 ASHBURTON WAY	MOUNT PLEASANT	SC	29466	
THOMAS MATTHEW	2925 S CAMEL DR	FLAGSTAFF	AZ	86001	
TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301	
TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016	
TOLBY ROY & MARJORIE	227 N TONTO TRL	PAYSON	AZ	85541	
TSOSIE BRIAN L & JENNIFER P	2740 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
TURNER CODY C	2939 S PEPITA DR	FLAGSTAFF	AZ	86001	
TUTAY DANIEL J & ERIN M	2709 W JACLYN DR	FLAGSTAFF	AZ	86001	
TUTWILER THOMAS R	2888 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001	
UPSON BRENT W	3022 W NIGHT OWL LN	PHOENIX	AZ	85085	
URBANEK FAMILY REVOCABLE LIVING TRUST AMENDED 1-22-18	2020 W MUSKET PL	CHANDLER	AZ	85286	
VALLEN GARY & KIM	1655 N KITTREDGE RD	FLAGSTAFF	AZ	86001	
VAN DEN BURG ROBERT J & INGRID M	2765 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
VAN DER VEER KAREN	662 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	
VAN HOY GARY R & MARY E	9660 W BENT TREE DR	PEORIA	AZ	85383	
VAN KAMPEN KOREY & AMANDA	2700 S WOODLANDS VILLAGE BLVD NO 300-228	FLAGSTAFF	AZ	86001	
VANDERMEULEN JOSHUA	2741 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
VASCASSENNO NICHOLAS S & SHARINA M	2911 S PEPITA DR	FLAGSTAFF	AZ	86001	
VIJ LIVING TRUST DTD 06-12-13	3636 E SHOMI ST	PHOENIX	AZ	85044	
VP 66 & WOODY MOUNTAIN LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016	
WALKER JOSHUA FORREST & KRISTLE MARIE	2682 W JACLYN DR	FLAGSTAFF	AZ	86001	
WALSH CATHERINE LIVING TRUST DTD 09-17-15	2868 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
WANDERLAND FLAGSTAFF LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016	
WEIDINGER JOSEPH E & BECKY Y	2705 W JACLYN DR	FLAGSTAFF	AZ	86001	
WERLEY JAKE P	250 N CIRCLE DR	FLAGSTAFF	AZ	86001	
WILSON JONATHAN S	2904 W PRESIDIO DR	FLAGSTAFF	AZ	86001	
WINBORNE VAUGHAN S JR & LISA M	PO BOX 1538	FLAGSTAFF	AZ	86002	
WINBURN BRIAN	PO BOX 2426	FLAGSTAFF	AZ	86003	
WINFREE KYLE N & VANESSA	2781 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
WOODRUFF JOHN	43258 W MARICOPA AVE	MARICOPA	AZ	85138	
WYATT JANICE L REVOCABLE LIVING TRUST DTD 10-27-2010	11087 N JOY FAITH DR	ORO VALLEY	AZ	85737	
XU QIANG	5045 S TOPAZ RD	FLAGSTAFF	AZ	86005	
ZERGER ADAM S & SARA K	2954 S TEX LN	FLAGSTAFF	AZ	86001	
ZETICH DONALD S & MARYANN	2928 W PRESIDIO DR	FLAGSTAFF	AZ	86001	

OTHER INTERESTED PARTIES				
PROPERTY OWNER	MAILING ADDRESS	CITY	STATE	ZIP
VP66 & WOODY MOUNTAIN, LLC / TIMBER SKY	2502 E. CAMELBACK ROAD, STE. 214	PHOENIX	AZ	85016
PRESIDIO IN THE PINES HOA	323 S RIVER RUN ROAD, NO. 1	FLAGSTAFF	AZ	86001
RAILROAD SPRINGS 66, LLC	1016 W. UNIVERSITY AVENUE, NO. 203	FLAGSTAFF	AZ	86001
FRIENDS OF FLAGSTAFF'S FUTURE	P.O. BOX 23462	FLAGSTAFF	AZ	86002
NORTHERN ARIZONA BUILDING ASSOCIATION	1500 E CEDAR AVE	FLAGSTAFF	AZ	86004
NORTHERN ARIZONA ASSOCIATION OF REALTORS (ATTN: JEFFREY HERD)	1515 E CEDAR AVE, STE. C-4	FLAGSTAFF	AZ	86004
TISH BOGAN-OZMUN	5271 MOUNT PLEASANT DR	FLAGSTAFF	AZ	86004
MARILYN WEISSMAN	1055 E APPLE WAY	FLAGSTAFF	AZ	86001
COAST AND MOUNTAIN PROPERTIES (ATTN: MAURY HERMAN)	3 N LEROUX ST	FLAGSTAFF	AZ	86001
NAT WHITE	1120 N ROCKRIDGE RD	FLAGSTAFF	AZ	86001
CHARLIE SILVER	720 W ASPEN AVE	FLAGSTAFF	AZ	86001
BETSY MCKELLAR	330 S ASH LANE	FLAGSTAFF	AZ	86004
DAVID CARPENTER	495 S RIVER RUN, STE. 100	FLAGSTAFF	AZ	86001
ARIZONA ARMY NATIONAL GUARD, AZAA-FMO (ATTN: DORENDA COLEMAN)	5636 E McDOWELL RD, M5330	PHOENIX	AZ	85008
US NAVY, INTERGOVERNMENTAL BRANCH (ATTN: MARY BETH DREUSIKE)	850 PACIFIC HIGHWAY, BLDG. 1 - 5TH FLOOR, STE. 513	SAN DIEGO	CA	92132
CELIA BAROTZ	3354 N CREST STREET	FLAGSTAFF	AZ	86001
NORM WALLEN	3716 N GRANDVIEW	FLAGSTAFF	AZ	86004
COCONINO COUNTY COMMUNITY DEVELOPMENT (ATTN: JAY CHRISTELMAN)	2500 N FORT VALLEY ROAD, BLDG. 1	FLAGSTAFF	AZ	86001-1287
COCONINO COUNTY COMMUNITY DEVELOPMENT (ATTN: JESS McNEELY)	2500 N FORT VALLEY ROAD, BLDG. 1	FLAGSTAFF	AZ	86001-1287
FLAGSTAFF LODGING, RESTAURANT & TOURISM (ATTN: STEVE FINCH)	P.O. BOX 30622	FLAGSTAFF	AZ	86003
ADRIAN SKABELUND	819 WEST GRAND CANYON AVENEU	FLAGSTAFF	AZ	86001
RACHEL BASS	3083 E. EASTERDAY LANE	FLAGSTAFF	AZ	86001
TIFFANY ANTOL	211 W. ASPEN AVE.	FLAGSTAFF	AZ	86001
COCONINO COUNTY	2500 N. FORT VALLEY ROAD	FLAGSTAFF	AZ	86001
GAMMAGE & BURNHAM, PLC ATTN: NICHOLAS A. SOBRASKE	40 NORTH CENTRAL AVE, 20TH FLOOR	PHOENIX	AZ	85004

GAMMAGE & BURNHAM, PLC

ATTORNEYS AT LAW

FORTY NORTH CENTRAL AVENUE

20TH FLOOR

PHOENIX, ARIZONA 85004

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December 22, 2020

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lschube@gblaw.com

Dear Neighbor or Resident:

This letter is intended to provide you an update on Sky Cottages, a proposed residential development on the approximate 23 acres of property located at the northwest corner of Woody Mountain Road and the McAllister Ranch Road alignment (south of the SWC of US 66 and Woody Mountain Road) ("Property"). Sky Cottages is planned as a 202 unit residential community, consisting of 1, 2, and 3 bedroom units, oriented around an expansive amenity and open space area, trail system, and common courtyards, as well as civic space available for public use.

As you may be aware, earlier this year, Vintage Partners, the master developer of Timber Sky, filed rezone application case no. PZ-20-00153 ("Application") requesting to change the zoning on the Property to High Density Residential-Resource Protection Overlay (HR-RPO)—the zoning district that governs much of Presidio in the Pines. The HR-RPO zoning district allows up to 22 dwelling units per acre (du/ac).

Sky Cottages is proposed within an overall density of 8.75 du/ac—which is significantly less than the 22 du/ac allowed under the HR-RPO zoning district. Accordingly, we have amended the Application to rezone the Property to Medium Density Residential-Resource Protection Overlay (MR-RPO), which has a maximum density of 9 du/ac. The MR-RPO is intended for more moderate densities, such as that proposed for Sky Cottages, and is a less intense zoning district than HR-RPO.

Should you have any questions or would like additional information, please do not hesitate to contact me at **(602) 256-4471** or **lschube@gblaw.com**. Thank you.

Sincerely yours,

GAMMAGE & BURNHAM



By  
Lindsay C. Schube

LCS/nas  
Enclosures

**September 21, 2020 and October 5, 2020 Neighborhood Meeting Attendees**

<b>Attendee Name</b>	<b>Mailing Address</b>	<b>City</b>	<b>State</b>	<b>ZIP</b>
Ali Gulfaraz	4371 E Savannah Circle	Flagstaff	AZ	86004
Lauri Budzinski	2940 S Camel Drive	Flagstaff	AZ	86001
Gail Robertson	2749 W Pico Del Monte Circle	Flagstaff	AZ	86001
Michelle Kuzdas	2338 W Mission Timber Circle	Flagstaff	AZ	86001
Joe and Gianna Elms	2883 W Patio del Presidio	Flagstaff	AZ	86001
Jennifer Hampton	2741 W Jaclyn Drive	Flagstaff	AZ	86001
Amy Vogler	2398 W Mission Timber Circle	Flagstaff	AZ	86001
Linda Denham	3605 S Lariat Loop	Flagstaff	AZ	86005
Carlton Johnson	2845 W Pico Del Monte Circle	Flagstaff	AZ	86001
Leslie Boulet	2898 W Presidio Drive	Flagstaff	AZ	86004
Lisa Harris	2737 W Jaclyn Drive	Flagstaff	AZ	86001
Cal Hamren	2896 W Paz de Avenida	Flagstaff	AZ	86001
John and Therese Prentice	2920 S Pais Del Norte	Flagstaff	AZ	86001
Jason Rohr	1601 E Mountain View Avenue	Flagstaff	AZ	86001
Barbara DuPaul	2569 W Clement Circle	Flagstaff	AZ	86001
Anthony Williams	3460 S Skye Way	Flagstaff	AZ	86005
Lisa Galyen	2601 W Josselyn Drive	Flagstaff	AZ	86001
Sue Bunch	2760 W Pico Del Monte Circle	Flagstaff	AZ	86001
Christina George	2959 S Pepita Drive	Flagstaff	AZ	86001
Robert Davis	2912 W Paz de Avenida	Flagstaff	AZ	86001
Lori McCorry and David Moorehead	2462 W Clement Circle	Flagstaff	AZ	86001
John Morgan	2919 S Pepita Drive	Flagstaff	AZ	86001
Linda Otzen	2910 S Pepita Drive	Flagstaff	AZ	86001
Richard Pogue	2924 S Camel Drive	Flagstaff	AZ	86001
Brian Hanabury	2949 S Camel Drive	Flagstaff	AZ	86001
AraLynn Nowack	2341 W Mission Timber Cir	Flagstaff	AZ	86001
Manny Gurrola	10838 N 10th Place	Phoenix	AZ	85020
Clinton Whiting	5350 Tanager Road	Flagstaff	AZ	86004
Paul Ferry	2333 W Mission Timber Circle	Flagstaff	AZ	86001
Brent Ballard	10838 N 10th Place	Phoenix	AZ	85020
Marvin Kissinger	2597 W Josselyn Drive	Flagstaff	AZ	86001
Brian Wilson	2389 S Cliffview Street	Flagstaff	AZ	86001
Tom Boggess	3572 S Cheryl Drive	Flagstaff	AZ	86001
Jeff Smith	2899 W Presidio Drive	Flagstaff	AZ	86001
Hartley Rodie	3720 E Earll Drive	Phoenix	AZ	85018
Carmen Neuberger	11111 E Sorrel Lane	Scottsdale	AZ	85259
Sal Vera	2931 S Pepita Drive	Flagstaff	AZ	86001
Debra Nankivell	2918 S Pardo Calle	Flagstaff	AZ	86001
Karen Sorensen	2640 W Kiltie Lane	Flagstaff	AZ	86005
Barbara Fisher	3405 S Skye Way	Flagstaff	AZ	86005
PJ Aerts	3280 S Skye Way	Flagstaff	AZ	86005
David Grogg	PO Box 2097	Flagstaff	AZ	86003
Gammage & Burnham, PLC Attn: Nicholas A. Sobraske	40 N. Central Avenue, 20th Floor	Phoenix	AZ	85004

GAMMAGE & BURNHAM, PLC

ATTORNEYS AT LAW

FORTY NORTH CENTRAL AVENUE

20TH FLOOR

PHOENIX, ARIZONA 85004

TELEPHONE (602) 256-0566  
FACSIMILE (602) 256-4475

December 22, 2020

WRITER'S DIRECT LINE  
(602) 256-4471

Lindsay C. Schube  
lschube@gblaw.com

Dear Neighbor or Resident:

Thank you for your interest in Sky Cottages, a proposed residential development on the approximate 23 acres of property located at the northwest corner of Woody Mountain Road and the McAllister Ranch Road alignment (south of the SWC of US 66 and Woody Mountain Road) ("Property"). Sky Cottages is planned as a 202 unit, residential community, consisting of 1, 2, and 3 bedroom units, oriented around an expansive amenity and open space area, trail system, and common courtyards, as well as civic space available for public use.

You are receiving this letter because you registered for and attended one or both of our virtual neighborhoods meetings held on September 21<sup>st</sup> and October 5<sup>th</sup>, 2020. This letter is intended to provide you an update on Sky Cottages. If you will recall, earlier this year, Vintage Partners filed rezone application case no. PZ-20-00153 ("Application") requesting to change the zoning on the Property to High Density Residential-Resource Protection Overlay (HR-RPO)—the zoning district that governs much of Presidio in the Pines. The HR-RPO zoning district allows up to 22 dwelling units per acre (du/ac).

Sky Cottages is proposed within an overall density of 8.75 du/ac—which is significantly less than the 22 du/ac allowed under the HR-RPO zoning district. Accordingly, we have amended the Application to rezone the Property to Medium Density Residential-Resource Protection Overlay (MR-RPO), which has a maximum density of 9 du/ac. The MR-RPO is intended for more moderate densities, such as that proposed for Sky Cottages, and is a less intense zoning district than HR-RPO.

Finally, in accordance with the City's requirements for neighborhood meeting proceedings, please find enclosed a summary of the virtual neighborhood meetings.

Should you have any questions or would like additional information, please do not hesitate to contact me at **(602) 256-4471** or **lschube@gblaw.com**. We sincerely appreciate you taking the time to learn about the proposal.

Sincerely yours,

GAMMAGE & BURNHAM



By

Lindsay C. Schube

LCS/nas  
Enclosures

## **SKY COTTAGES—Summary of Neighborhood Meetings**

+/- 23 acres located south of the NWC of Woody Mountain Rd. and the McAllister Ranch Rd. alignment  
Case No.: PZ-20-00153

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### **Neighborhood Meeting**

Representatives from Vintage Partners and its Development Team held two virtual neighborhood meetings. The first meeting was held on September 21, 2020; the second meeting was held on October 5, 2020. The format for both meetings included a Formal Presentation followed by Public Participation, which included questions/answers, comments, and discussion. In general, the Formal Presentation included an overview of the: (1) application; (2) site plan; (3) building elevations, architecture, and materials; (4) existing and proposed Zoning; (5) Regional Plan land use designation; (6) open space, amenities, and trail connections; (7) landscaping; (8) community management; and (9) rezoning process and schedule.

### **Responses to Public Participation**

*Student Housing.* Sky Cottages responds to a new and growing housing trend—single-family for rent. Instead of residents opting for a traditional multi-story apartment complex, Sky Cottages provides the single-family residential experience, with the benefit of a professionally managed and amenitized community. The housing product and unit mix (1, 2, and 3-bedroom units) within Sky Cottages is specifically designed for professionals, move-up families (e.g., families starting to have kids), empty nesters, and everyone in between. In addition, there is a strong demand for this product from Boomer households who are downsizing from their owned single-family home, but that do not want to live in a traditional apartment. Sky Cottages is purposely designed to look, feel, and function like a single-family residential community.

Sky Cottages is not intended to be attractive to students. There are specific programming elements and amenities that student housing projects provide—pool and spa, clubhouse, game room, study room, fitness center, and lobby, as well as units with 4 and 5 bedrooms. Sky Cottages features none of these student-targeted amenities. At Sky Cottages, there is a focus on open space and recreation, pedestrian connectivity, and the natural environment.

As the master developer of Timber Sky and owner/operator of Sky Cottages, Vintage Partners has a long-term, vested interest in the management and operation of Sky Cottages—it is in Vintage Partners' best interest to manage Sky Cottages in a safe and secure manner. Vintage Partners recognizes that there are concerns related to student housing within Presidio in the Pines. Unlike Presidio in the Pines, Sky Cottages will have day-to-day professional property management. Property management and enforcement are much easier with one professional management company, rather than by hundreds of different property owners. Additionally, professional management has proven to increase property values and safety for residents and surrounding property owners, as well as positively contribute to a stable community.

Vintage Partners has also voluntarily committed to participating in the Police Department's Crime Free Multi-Housing Program.

## **SKY COTTAGES—Summary of Neighborhood Meetings**

+/- 23 acres located south of the NWC of Woody Mountain Rd. and the McAllister Ranch Rd. alignment  
Case No.: PZ-20-00153

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Regional Plan, Zoning, and Density. The Regional Plan is a City voter-approved document used to help guide policy decisions in the City, including decisions related to land use. The Regional Plan designates the majority of Sky Cottages as “Suburban” land use, with a small portion designated as “Urban-Activity Center.” The “Suburban” land use designation calls for a density of up to 13 dwelling units per acre. The “Urban Activity Center” land use designation, closer to the intersection of US 66 and Woody Mountain Road, calls for even greater intensity and density of commercial and/or residential uses.

The Development Team is proposing to rezone the subject property to Medium Density Residential-Resource Protection Overlay (MR-RPO), a zoning district intended for more moderate density, such as that proposed for Sky Cottages. Sky Cottages is planned to provide an overall density of approximately 8.75 dwelling units per acre. The lot count and attendant density is consistent with the Regional Plan, compatible with Presidio in the Pines, and offers an appropriate land use transition away from the intensity and density designated for the hard corner of US 66 and Woody Mountain Road.

Traffic. The Development Team submitted a Traffic Impact Analysis (TIA) to the City for review. The TIA accounted for existing traffic, as well as traffic post-construction of Sky Cottages, in the adjoining and greater surrounding area. Vintage Partners has committed to making a financial contribution to a traffic signal at the intersection of US 66 and Woody Mountain Road. Additionally, Vintage Partners will be improving Woody Mountain Road and McAllister Ranch Road adjacent to the project’s frontage. Through Timber Sky and Sky Cottages, Vintage Partners has made and will make a significant contribution to the improvement in roadways and traffic in the area.

Parking. Sky Cottages will comply with all parking requirements in the Zoning Code. All resident and guest parking will be provided on-site, within Sky Cottages, via dedicated surface parking areas or car ports. Sky Cottages will be professionally managed, which will include parking monitoring, to ensure there is no parking “spill-over” into Presidio in the Pines.

Vintage Partners has committed to providing 3 electric vehicle ready charging stations, as well as a significant number of bicycle parking spaces (interior, covered, etc.), consistent with the goals and policies of the City’s Climate Action and Adaptation Plan. Additionally, Vintage Partners has committed to providing 2 on-demand electric vehicles for use by qualified residents of Sky Cottages, further reducing the need for a vehicle and Sky Cottage’s carbon footprint.

Resource Protection Overlay. Sky Cottages will comply with all Resource Protection Overlay requirements in the Zoning Code. The Resource Protection Overlay is a zoning district overlay that promotes incorporating natural features of a property into a project as they can provide important benefits. Sky Cottages has been carefully planned to preserve as many large, mature Ponderosa Pine trees as possible. The tree resources on the property have been surveyed and accounted for in accordance with the City’s Zoning Code.

Property Values. With their significant investment in Timber Sky and its associated infrastructure improvements, Vintage has a vested interest in maintaining the long-term quality of this area. The best way to preserve the quality and character of the area is through high occupancy rates and effective property management, which Vintage intends to accomplish by offering a home product that appeals to people in various stages of life, and proactive property management that sets a high standard of conduct for residents.

# **TAB F**

## **Affidavit of Public Hearing Sign Posting**

Affidavit of Sign Posting

Case Number: PZ-20-00153

Project Name: Sky Cottages

Applicant Name: Vintage Partners

Location: SWC of US 66 and Woody Mountain Road

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the **applicant** for public hearings in the City of Flagstaff shall post signs as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property 15 days prior to the hearing and to update the hearing information on the sign until final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within seven (7) days after the final disposition of the case.**

I confirm that the site has been posted as detailed in Section 10-20.30.080 of the Zoning Code as well as the Public Hearing Notice Sign Specifications included in this application for the case above and the site was posted at least fifteen (15) days prior to the public hearing.

See attached date stamped photo exhibit of posted signs.

Applicant's/Representative's Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN before me this 29th day of December, 2020 by:

[Handwritten Signature]  
Notary Public

My Commission Expires:  
3/31/24



**RACHEL WILLIAMS**  
Notary Public - Arizona  
Maricopa Co. / #581305  
Expires 03/31/2024

Mcallister Ranch Blvd  
2990S



### NOTICE OF PUBLIC HEARING FOR ZONING MAP AMENDMENT (REZONE)

PLANNING & ZONING COMMISSION - JANUARY 13, 2023 @ 6:00 PM  
CITY COUNCIL - FEBRUARY 2, 2023 @ 1:00 PM (TENTATIVE)

APPLICATION NO.: PZ-2023-0001

**REQUEST:** ZONING MAP AMENDMENT (REZONE) FROM RESIDENTIAL  
RESIDENTIAL RESOURCE PROTECTION (RRP) TO MEDIUM DENSITY  
RESIDENTIAL RESOURCE PROTECTION (MDR) OVERLAY FOR 258  
MULTI-FAMILY RESIDENTIAL UNITS (MURUs)

**ACREAGE:** 1.27 ACRES (GENERALLY LOCATED SOUTH OF THE SOUTHWEST  
CORNER OF ROUTE 96 AND STREET MOUNTAIN ROAD)

**WHERE:** MEETING TO BE HELD VIRTUALLY  
VIRTUAL MEETING AND REGISTRATION  
<https://www.ci.spartan.or.us/2843/Community-Development>

**REPRESENTATIVE CONTACT:** LINDSEY C. SCHUBB, GAMMALE & BURNHAM PLLC  
(503) 251-4471

**CITY CONTACT:** THEA KAY HAYES, COMMUNITY DEVELOPMENT DEPARTMENT  
(503) 933-0867

IF YOU HAVE PUBLIC HEARING QUESTIONS HAVE BEEN SPONSORED OR ARE OTHER WORKS  
INTERESTED PARTIES MAY PARTICIPATE THROUGH THE AGENDA LINK  
ON SPARTAN COMMUNITY DEVELOPMENT [www.ci.spartan.or.us](https://www.ci.spartan.or.us)

# **TAB G**

## **Affidavit of Public Hearing Mailing Notification**

Affidavit of Notifications to Affected Property Owners

Case Number: PZ-20-00153

Project Name: Sky Cottages

Applicant Name: Vintage Partners

Location: SWC of US 66 and Woody Mountain Road

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the **applicant** for public hearings in the City of Flagstaff shall notify affected property owners as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to establish a list of the names and addresses of persons who require notification of a public hearing as established in sections 10-20.30.60.(A).3, 10-20.30.60.(B), and 10-20.30.60.(C) of the Zoning Code, and mail a notice of required public hearing via first class mail to each of the persons on the list referenced above no later than 15 days prior to the public hearing date. It shall also be the responsibility of the applicant to submit a notarized copy of the mailing list to the Director prior to the fifteenth day before the public hearing date.**

I confirm that the public hearing notifications were mailed as detailed in Section 10-20.30.080 of the City of Flagstaff Zoning Code at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature: 

SUBSCRIBED AND SWORN before me this 29th day of December, 2020 by:

  
Notary Public

My Commission Expires:

3/31/24



**RACHEL WILLIAMS**  
Notary Public - Arizona  
Maricopa Co. / #581305  
Expires 03/31/2024

PROPERTY OWNERS WITHIN 1,000-FEET				
PROPERTY OWNER	MAILING ADDRESS	CITY	STATE	ZIP
THOMAS REVOCABLE TRUST DTD 05-16-06	2938 S TEX LN	FLAGSTAFF	AZ	86001
2909 PRESIDIO PINES LLC	9733 W MOUNTAIN VIEW RD	PEORIA	AZ	85345
ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
ALVIN THOMAS R & SHELLEY B	3973 N FOUNDER CIR	BUCKEYE	AZ	85396
AMESTOY FAMILY TRUST DTD 07-24-02	1112 DYSART DR	BANNING	CA	92220
ATIEMO ANDREW & RENE A	2810 E HEMBERG DR	FLAGSTAFF	AZ	86004
AUSTIN GARRETT	2943 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
BAILEY TRUST DTD 07-14-08	1552 W SALTSAGE DR	PHOENIX	AZ	85045
BAKER RYAN W & JEANETTE N	2923 S PEPITA DR	FLAGSTAFF	AZ	86001
BALL DANIEL A & JENNIFER A	2817 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
BALLARD BRENT R REVOCABLE TRUST DTD 10-17-03	10838 N 10TH PL	PHOENIX	AZ	85020
BAMFORD FRANCIS J	2947 S PEPITA DR	FLAGSTAFF	AZ	86001
BECENTI MICHAEL M	2717 W JACLYN DR	FLAGSTAFF	AZ	86001
BETHKE MCKENZIE RAE	2574 W JOSSELYN DR	FLAGSTAFF	AZ	86001
BHAKTA RAJENDRABHAI D & SHILABEN R	8383 E STATE ROUTE 69	PRESCOTT VALLEY	AZ	86314
BIGGERSTAFF PATRICK & WHITNEY	2943 S PEPITA DR	FLAGSTAFF	AZ	86001
BLAIN NICHOLAS R & PATRICIA K	2879 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
BLOOMBERG KIM E	2436 W ROCK ISLAND AVE	FLAGSTAFF	AZ	86001
BOATENG DAVID FORBI	2593 W JOSSELYN DR	FLAGSTAFF	AZ	86001
BOOTH BRIAN T & MEAGAN J	2876 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
BOYD JOHN L III & KAREN E	3980 WESTWOOD CIR	FLAGSTAFF	AZ	86005
BRIGHAM STEVEN M & ERNA V	2927 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
BRINK JOHN I & EILEEN P	2864 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
BROCKIE MILLIE	PO BOX 1608	TUBA CITY	AZ	86045
BROTSCHI LIVING TRUST DTD 06-01-09	21497 E CALDWELLS WAY	QUEEN CREEK	AZ	85142
BROWN PETER TRUST DTD 04-18-18	2921 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
BROWN TIMOTHY E	2820 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
BROWN YAZZIE MARKS	2946 S TEX LN	FLAGSTAFF	AZ	86001
BRUCE BENJAMIN	2662 W JACLYN DR	FLAGSTAFF	AZ	86001
BUDZINSKI LAUREN M	2940 S CAMEL DR	FLAGSTAFF	AZ	86001
BUNCH CHRISTOPHER E & SUZANNA T	2760 W PICO EL MONTE CIR	FLAGSTAFF	AZ	86001
CANTOR PROPERTIES LLC	3199 RAINBOW RIDGE DR	PRESCOTT	AZ	86303
CARPENTER RYAN	2920 W PRESIDIO DR	FLAGSTAFF	AZ	86001
CARROLL VICKI J LIVING TRUST UA DTD 6-16-14	2880 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
CASEMAN DELAYNE LOIS	2840 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
CHAN HELEN	2706 W JACLYN DR	FLAGSTAFF	AZ	86001
CHANG JONATHAN P	2900 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86005
CHEN ZHONG	32 W QUARTZ RD	FLAGSTAFF	AZ	86005
COLEMAN AARON O	2947 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
CONGER MCCANTS FAMILY TRUST DTD 09-16-06	2923 W PRESIDIO DR	FLAGSTAFF	AZ	86001
COOK BRENDON & APRIL	2916 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
CORRIGAN LOGAN	2674 W JACLYN DR	FLAGSTAFF	AZ	86001
COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
CURTIS MATTHEW	2187 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
DAVILA MIGUEL	2828 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
DAVIS FAMILY TRUST DTD 07-30-18	2912 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
DAVIS ROBERT	2921 W CARAVAGGIO LN	PHOENIX	AZ	85086
DECKER FRANCIS P & DEBORAH A REVOCABLE TRUST	23205 COSO	MISSION VIEJO	CA	92692
DEFRATES DAMON J & DEBORA A	2813 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
DEHOAG CRYSTAL F & ZENAS	2955 S PEPITA DR	FLAGSTAFF	AZ	86001
DOBA DERRICK R & CHRISTIAN M	2921 S CAMEL DR	FLAGSTAFF	AZ	86001
DOHSE TIMOTHY & CHELSEA NICOLE	2195 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
DUNMYER SANDRA CHRISTINE	2900 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
ECKEL ALISE	2802 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
ELLIS PRESTON COLE & JAYME	2445 W POLLO CIR	FLAGSTAFF	AZ	86001
ELMS GIANNA AGATA & JOE L	2883 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
FALLON ANDREW M & RACHAEL R	2860 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
FARRELL DAVID	8375 S PEPITA DR	FLAGSTAFF	AZ	86001
FILIPPI JORDON & AMANDA	2744 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
FINCH ROBERT R & JANE LOVELY	2453 W POLLO CIR	FLAGSTAFF	AZ	86001
FISCHENICH MIKE & PAULA	3515 W STRAWBERRY ROAN	FLAGSTAFF	AZ	86005
FISHER DUSTIN BRYANT	2801 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
FOGLE DONALD & CAROLE	2236 MANZANITA DR	LAKE SIDE	AZ	85929
FORD JEFFREY B	9428 E HERITAGE TRAIL DR	SCOTTSDALE	AZ	85255
FOREMAN SCOTT H & LISA P	2900 W PRESIDIO DR	FLAGSTAFF	AZ	86001
FOX WAYNE A & ALICE M	536 W RANCHO DR	PHOENIX	AZ	85013
FREDETTE ANNETTE & ANTHONY	2191 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
FREEDLUND LANCE D	2816 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
FREITAG RONALD E	2802 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
FUSSELMAN BRIDGET & DEREK	2805 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
GALLEGOS LORETTA	2811 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
GALYEN LISA A	2601 W JOSSELYN DR	FLAGSTAFF	AZ	86001
GAO JUNFENG	5112 LE MICCINE TERR	SAN JOSE	CA	95129

PROPERTY OWNERS WITHIN 1,000-FEET (CONTINUED)				
PROPERTY OWNER	MAILING ADDRESS	CITY	STATE	ZIP
GEORGE ALLEN JOSEPH & CHRISTINA MARY	2959 S PEPITA DR	FLAGSTAFF	AZ	86001
GERAGHTY TRUST DTD 5/12/16	4750 DEVONPORT CIR	YORBA LINDA	CA	92887
GIAMBALVO PAUL A	PO BOX 2745	FLAGSTAFF	AZ	86003
GIBBS JOHN G	2956 S CAMEL DR	FLAGSTAFF	AZ	86001
GIESKE FAMILY LIVING TRUST DTD 02-04-19	3306 N 81ST ST	MESA	AZ	85207
GILBERTSON ADELA	1550 KELLY ST	REDLANDS	CA	92374
GILLIAM JOSEPH K & ANNA L	24112 SNIPE LN	LAGUNA NIGUEL	CA	92677
GOWANLOCK MICHAEL	2932 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
GRACEY AMY M & CHRISTOPHER A	2814 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
GREENE JEFFREY L & SHIRLEY A	2892 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
GRIFFIS AUDREY L	165 LAKESHORE RD	GILBERTSVILLE	KY	42044
GROOM NICHOLAS & MICHELLE	2957 S CAMEL DR	FLAGSTAFF	AZ	86001
GROSVENOR FAMILY REVOCABLE LIVING TRUST DTD 03-23-17	2221 FIERO DR	LAS VEGAS	NV	89134
HADUCH ARTHUR	19157 N CATHEDRAL POINT CT	SURPRISE	AZ	85387
HAGENSEN RACHEL L	20014 34TH AVE SE	BOTHELL	WA	98012
HAMMER JOSEPH J & SARAH E	2935 S PEPITA DR	FLAGSTAFF	AZ	86004
HAMMER SARAH	2907 W PRESIDIO DR	FLAGSTAFF	AZ	86001
HAMPTON JEFFREY KIRK & JENNIFER M	2741 W JACLYN DR	FLAGSTAFF	AZ	86001
HAMREN CAL & ELLYN A	20735 N 62ND DR	GLENDALE	AZ	85308
HANABURY BRIAN & MARY	2949 S CAMEL DR	FLAGSTAFF	AZ	86001
HANNIGAN ANTHONY B	2928 S CAMEL DR	FLAGSTAFF	AZ	86001
HANSON POLLY & GARRY	2572 W JOSSELYN DR	FLAGSTAFF	AZ	86001
HARRIS LISA L & TINCER	PO BOX 1782	KAIBETO	AZ	86053
HELIN BUILDING LLC	1800 N HEREFORD DR	FLAGSTAFF	AZ	86001
HERROCK ANDREW J	2912 ESMEERLDA DR	BULLHEAD CITY	AZ	86429
HIDDEN HOLLOW MANUFACTURED HOME COMMUNITY LLC	101 MAIN ST NO 280	HUNTINGTON BEACH	CA	92648
HILL RYAN	2852 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
HOFFMAN ELIZABETH A	2925 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
HU SHI WEN & CHIN HWA	2887 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
J & L FAMILY TRUST DTD 02-23-16	2797 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
JACOBSON COURTNEY LYN LUQUE	2205 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
JAHN FAMILY LIVING TRUST DTD 10-20-14	536 E AMES PL	PHOENIX	AZ	85004
JAMES SUSAN	2725 W JACLYN DR	FLAGSTAFF	AZ	86001
JOHNSON BRANDON S	2951 S PEPITA DR	FLAGSTAFF	AZ	86001
JOHNSON CARLTON & MARTHA JAMES	2845 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
JOHNSON JOSHUA J & ALLISON H	2559 W JOSSELYN DR	FLAGSTAFF	AZ	86001
KEEP SHAWN & SUNNY	3775 S BRIDLE PATH	FLAGSTAFF	AZ	86005
KELLY DENNIS	2729 W JACLYN DR	FLAGSTAFF	AZ	86001
KEMPNER ALAN & CYNTHIA	7415 E LINCOLN DR	SCOTTSDALE	AZ	85250
KENMORE JANE H	2562 W JOSSELYN DR	FLAGSTAFF	AZ	86001
KENMORE JANE H & NEAL R	2562 W JOSSELYN DR	FLAGSTAFF	AZ	86001
KIEHNE PAUL & LINDA R	2897 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
KIM ELIJAH	2793 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
KISSINGER MARVIN & ILEANA LIVING TRUST DTD 04-05-02	2597 W JOSSELYN DR	FLAGSTAFF	AZ	86001
KUEFFER-MAYORGA TAMARA ELIZABETH	1475 S VAIL RD	CAMP VERDE	AZ	86322
LAURITSEN DENNY & ANNETTE	2951 S PARDO CALLE	FLAGSTAFF	AZ	86001
LEONARD ALEXANDER T	2849 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
LEONARD JON D & KRISTI	PO BOX 2302	FLAGSTAFF	AZ	86003
LEY MICHAEL P & BRENDA K	2935 S PARDO CALLE	FLAGSTAFF	AZ	86001
LF RENTALS LLC	14654 S 25TH PL	PHOENIX	AZ	85048
LIANG JIANJIE & LI HONG	2305 W YAHOO TRL	PHOENIX	AZ	85085
LU JIAN	2686 W JACLYN DR	FLAGSTAFF	AZ	86001
LUCERO GREGORY A & NICHOLE M	2927 W PRESIDIO DR	FLAGSTAFF	AZ	86001
LUTTINEN TREVOR A	2942 S TEX LN	FLAGSTAFF	AZ	86001
MABBIT ROBERT E	2457 W POLLO CIRCLE	FLAGSTAFF	AZ	86001
MACE EMILY	2792 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MAGEE MARK LEE & BELEN	2670 W JACLYN DR	FLAGSTAFF	AZ	86001
MANYGOATS DEAN	2833 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MARKS TRUST DTD 04-22-20	1246 E OXFORD LN	GILBERT	AZ	85295
MARTINEZ JUAN	2818 SOUTH FLAGSTONE LN	FLAGSTAFF	AZ	86001
MARTUSCIELLO MARIO & MANDEE	4962 S TOPAZ RD	FLAGSTAFF	AZ	86005
MARTUSCIELLO MARIO F & MANDEE A	2813 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
MATHESON MAGGIE	2876 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MATSUOKA LAURIE	2853 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MCDOWELL DANNY & SHAWNEE	2604 N FOX RUN RD	FLAGSTAFF	AZ	86004
MCKIRDY JAMES FRANCIS & HEATHER	2884 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
MCLALUGHLIN JOSEPH & MICHELLE	2841 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MEINERS RICHARD A & TANIA J	221 INA ST PO BOX 60181	FAIRBANKS	AK	99706
MENDEL CHARLES & MICHELLE C	2757 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MICHALSKI CHARLES D & CINDY L	1117 RAINBOW AVE S	LAKE HAVASU CITY	AZ	86403
MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
MISIOREK DANIEL A	2937 S CAMEL DR	FLAGSTAFF	AZ	86001
MORGAN JOHN L & DONNA M	2919 S PEPITA DR	FLAGSTAFF	AZ	86001
MORRELL ARMANDO F JR LIVING TRUST DTD 04-22-19	2768 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
MOUNT MARILYN	2864 W PRESIDIO DR	FLAGSTAFF	AZ	86001
MOUNTAIN CREEK EST LLC	1464 E AMBERWOOD DR	PHOENIX	AZ	85048

PROPERTY OWNERS WITHIN 1,000-FEET (CONTINUED)				
PROPERTY OWNER	MAILING ADDRESS	CITY	STATE	ZIP
MOUNTAIN KEVIN P & HIGHLAND M	2063 E LANTANA DR	CHANDLER	AZ	85286
MUGO PATTI WAMUYU	2733 W JACLYN DR	FLAGSTAFF	AZ	86001
NANKIVELL DEBRA L	2918 S PARDO CALLE	FLAGSTAFF	AZ	86001
NORRIS CHAD W	2923 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
NOTTINGHAM ROXANNE D & BURTON J JR	2892 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
NOYCE JODIE L	2901 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
NUNLEY VAN A SR & SANDRA K	2917 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
OHANA KRR TRUST DTD 09-09-13	PO BOX 18621	TUCSON	AZ	85731
OHLAU JAMES R	4721 E LAVENDAR LN	PHOENIX	AZ	85044
OTZEN LINDA M TRUST DTD 09-05-19	2910 S PEPITA DR	FLAGSTAFF	AZ	86001
PATCH EMILY	1000 W FOREST MEADOWS NO 250	FLAGSTAFF	AZ	86001
PATEL NIRAJA K	2958 S TEX LN	FLAGSTAFF	AZ	86001
PATEL SANJAY & CHETNA	2821 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86005
PAWLAK TIMOTHY J & LOREEN M	254 S PORT DR	GILBERT	AZ	85233
PENSCO TRUST COMPANY MASON T LUNDELL IRA	3317 S HIGLEY RD NO 114-497	GILBERT	AZ	85297
PERTEA GHEORGHE & MONICA	2919 W PRESIDIO DR	FLAGSTAFF	AZ	86001
PETIT BRENT & CASSANDRA	2412 W POLLO CIR	FLAGSTAFF	AZ	86001
PHILLIPS JAMES & MARGARET	6 INDIAN PAINTBRUSH DR	BOZEMAN	MT	59718
POGUE RICHARD ALLEN	2924 S CAMEL DR	FLAGSTAFF	AZ	86001
POOLE IAN	2714 W JACLYN DR	FLAGSTAFF	AZ	86001
PRENTICE JOHN M & THERESE J	2920 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
PRESIDIO IN THE PINES HOMEOWNER'S ASSOC INC	323 S RIVER RUN RD NO 1	FLAGSTAFF	AZ	86001
PRESSLEY ROY J & LILIANA NG	2896 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
PRISKORN CRAIG & DANA	28313 LAURA LA PLANTE DR	AGOURA HILLS	CA	91301
QUIGLEY THOMAS JAMES	600 AUBURN AVE	SIERRA MADRE	CA	91024
QUIMBY LEONARD	6700 WOODLANDS PARKWAY STE 230-268	SPRING	TX	77382
RAEL MICHAEL & ERICA	2805 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
RAILROAD SPRINGS 66 LLLP	1016 W UNIVERSITY AVE NO 203	FLAGSTAFF	AZ	86001
RALPH STEPHEN K & SANDRA E	2896 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
RALSTON BARBARA JO	2514 E HEATHERBRAE DR	PHOENIX	AZ	85016
REYNOLDS JULIA A	PO BOX 3944	FLAGSTAFF	AZ	86003
RHODS TRUST DTD 09-10-04	1405 STONE MEADOW DR	CAMARILLO	CA	93010
ROAN-ZABAR DONNA	2817 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
ROBB CHELSEA M	2872 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
ROBBINS JOHN ERICK	2917 S CAMEL DR	FLAGSTAFF	AZ	86001
ROBERTSON GAIL M	2749 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
ROHS LANCE G	2602 W JOSSELYN DR	FLAGSTAFF	AZ	86001
ROSENFELD RONALD B & TINA	126 PEACEABLE RIDGE RD	RIDGEFIELD	CT	6877
ROZELL TRUST DTD 12/1/11	6322 W MEGAN ST	CHANDLER	AZ	85226
RUSTY JAVELINA INVESTMENTS LLC	1220 E SEMINOLE DR	PHOENIX	AZ	85022
RYBKA JAMES S & JAN D	2857 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
SACHWITZ SCOTT PAUL	1171 W SUNRISE PL	CHANDLER	AZ	85248
SALCIDO ROBERTA KAY & ALFREDO RANDY	2761 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
SANDERSON VICTOR A & NANCY C	2812 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
SCHRAUFNAGEL GARY M & MARY JEAN	5816 E HERMOSA VISTA DR	MESA	AZ	85215
SCHROEDER CHRISTIAN	2722 W JACLYN DR	FLAGSTAFF	AZ	86001
SCOTT LIONEL & JESSICA	2806 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
SECUREPAY LLC	151 MELEKOMO PLACE	LAHAINA	HI	96761
SHAFFER ATTICUS	32515 SADDLE PEAK CT	ACTON	CA	93510
SHAO YONG	2836 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
SHAY ROLAND L	2927 S PEPITA DR	FLAGSTAFF	AZ	86001
SHERECK JON R & PAULINE K	2824 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
SHIFFER KRISTINE & ARRON	2690 W JACLYN DR	FLAGSTAFF	AZ	86001
SHILLING AARON E & HOLLY	2892 W PRESIDIO DR	FLAGSTAFF	AZ	86001
SIEG MATTHEW & ANTONINA	2903 W PRESIDIO DR	FLAGSTAFF	AZ	86001
SIMPSON HEATHER L	PO BOX 31183	FLAGSTAFF	AZ	86003
SMITH JEFFREY L	2899 W PRESIDIO DR	FLAGSTAFF	AZ	86001
SMITH TERRY E	2772 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
SNIDE THOMAS K & MARIE G	2922 S PEPITA DR	FLAGSTAFF	AZ	86001
ST LOUIS JAY & ANGELA	1391 W MAPLEWOOD ST	CHANDLER	AZ	85286
STEIN JEFFREY A & ABIGAIL	2817 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
STEWART STEVIE M	6825 E PEARL ST	MESA	AZ	85207
STONER GAYLA M & THOMAS N	PO BOX 263	FLAGSTAFF	AZ	86002
STRAIN SEAN P & JANELLE J	2809 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
STROUT ERIN M	2913 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
SUFIA BRANDON SIONE	3650 E LAKE MEAD BLVD NO 257	LAS VEGAS	NV	89115
SUMMERS SCOTT D & SUSAN M	8211 179TH PL NE	ARLINGTON	WA	98223
SWARUP VIMAL P	6040 LAUREL LOOP	FLAGSTAFF	AZ	86004
TAGUCHI NAOKO	2922 S TEX LN	FLAGSTAFF	AZ	86001
TEN ELENA	2730 W JACLYN DR	FLAGSTAFF	AZ	86001
THIESING JAMES W & CAROL A	2092 ASHBURTON WAY	MOUNT PLEASANT	SC	29466
THOMAS MATTHEW	2925 S CAMEL DR	FLAGSTAFF	AZ	86001
TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
TOLBY ROY & MARJORIE	227 N TONTO TRL	PAYSON	AZ	85541

PROPERTY OWNERS WITHIN 1,000-FEET (CONTINUED)					
PROPERTY OWNER	MAILING ADDRESS	CITY	STATE	ZIP	
TSOSIE BRIAN L & JENNIFER P	2740 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
TURNER CODY C	2939 S PEPITA DR	FLAGSTAFF	AZ	86001	
TUTAY DANIEL J & ERIN M	2709 W JACLYN DR	FLAGSTAFF	AZ	86001	
TUTWILER THOMAS R	2888 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001	
UPSON BRENT W	3022 W NIGHT OWL LN	PHOENIX	AZ	85085	
URBANEK FAMILY REVOCABLE LIVING TRUST AMENDED 1-22-18	2020 W MUSKET PL	CHANDLER	AZ	85286	
VALLEN GARY & KIM	1655 N KITTREDGE RD	FLAGSTAFF	AZ	86001	
VAN DEN BURG ROBERT J & INGRID M	2765 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
VAN DER VEER KAREN	662 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	
VAN HOY GARY R & MARY E	9660 W BENT TREE DR	PEORIA	AZ	85383	
VAN KAMPEN KOREY & AMANDA	2700 S WOODLANDS VILLAGE BLVD NO 300-228	FLAGSTAFF	AZ	86001	
VANDERMEULEN JOSHUA	2741 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
VASCASSENNO NICHOLAS S & SHARINA M	2911 S PEPITA DR	FLAGSTAFF	AZ	86001	
VERA KIMBERLY A & SALVADOR JR	2931 S PEPITA DR	FLAGSTAFF	AZ	86001	
VJI LIVING TRUST DTD 06-12-13	3636 E SHOMI ST	PHOENIX	AZ	85044	
VP 66 & WOODY MOUNTAIN LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016	
WALKER JOSHUA FORREST & KRISTLE MARIE	2682 W JACLYN DR	FLAGSTAFF	AZ	86001	
WALSH CATHERINE LIVING TRUST DTD 09-17-15	2868 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
WANDERLAND FLAGSTAFF LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016	
WEIDINGER JOSEPH E & BECKY Y	2705 W JACLYN DR	FLAGSTAFF	AZ	86001	
WELLINS-NEUBERGER FAMILY TRUST DTD 05-05-16	11111 E SOREL LN	SCOTTSDALE	AZ	85259	
WERLEY JAKE P	250 N CIRCLE DR	FLAGSTAFF	AZ	86001	
WILSON JONATHAN S	2904 W PRESIDIO DR	FLAGSTAFF	AZ	86001	
WINBORNE VAUGHAN S JR & LISA M	PO BOX 1538	FLAGSTAFF	AZ	86002	
WINBURN BRIAN	PO BOX 2426	FLAGSTAFF	AZ	86003	
WINFREE KYLE N & VANESSA	2781 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001	
WOODRUFF JOHN	43258 W MARICOPA AVE	MARICOPA	AZ	85138	
WYATT JANICE L REVOCABLE LIVING TRUST DTD 10-27-2010	11087 N JOY FAITH DR	ORO VALLEY	AZ	85737	
XU QIANG	5045 S TOPAZ RD	FLAGSTAFF	AZ	86005	
ZERGER ADAM S & SARA K	2954 S TEX LN	FLAGSTAFF	AZ	86001	
ZETICH DONALD S & MARYANN	2928 W PRESIDIO DR	FLAGSTAFF	AZ	86001	
OTHER INTERESTED PARTIES					
ORGANIZATION/CONTACT	MAILING ADDRESS	CITY	STATE	ZIP	
VP66 & WOODY MOUNTAIN, LLC / TIMBER SKY	2502 E. CAMELBACK ROAD, STE. 214	PHOENIX	AZ	85016	
PRESIDIO IN THE PINES HOA	323 S RIVER RUN ROAD, NO. 1	FLAGSTAFF	AZ	86001	
RAILROAD SPRINGS 66, LLC	1016 W. UNIVERSITY AVENUE, NO. 203	FLAGSTAFF	AZ	86001	
FRIENDS OF FLAGSTAFF'S FUTURE	P.O. BOX 23462	FLAGSTAFF	AZ	86002	
NORTHERN ARIZONA BUILDING ASSOCIATION	1500 E CEDAR AVE	FLAGSTAFF	AZ	86004	
NORTHERN ARIZONA ASSOCIATION OF REALTORS ATTN: JEFFREY HERD	1515 E CEDAR AVE, STE. C-4	FLAGSTAFF	AZ	86004	
TISH BOGAN-OZMUN	5271 MOUNT PLEASANT DR	FLAGSTAFF	AZ	86004	
MARILYN WEISSMAN	1055 E APPLE WAY	FLAGSTAFF	AZ	86001	
COAST AND MOUNTAIN PROPERTIES ATTN: MAURY HERMAN	3 N LEROUX ST	FLAGSTAFF	AZ	86001	
NAT WHITE	1120 N ROCKRIDGE RD	FLAGSTAFF	AZ	86001	
CHARLIE SILVER	720 W ASPEN AVE	FLAGSTAFF	AZ	86001	
BETSY MCKELLAR	330 S ASH LANE	FLAGSTAFF	AZ	86004	
DAVID CARPENTER	495 S RIVER RUN, STE. 100	FLAGSTAFF	AZ	86001	
ARIZONA ARMY NATIONAL GUARD, AZAA-FMO ATTN: DORENDA COLEMAN	5636 E McDOWELL RD, M5330	PHOENIX	AZ	85008	
US NAVY, INTERGOVERNMENTAL BRANCH ATTN: MARY BETH DREUSIKE	850 PACIFIC HIGHWAY, BLDG. 1 - 5TH FLOOR, STE. 513	SAN DIEGO	CA	92132	
CELIA BAROTZ	3354 N CREST STREET	FLAGSTAFF	AZ	86001	
NORM WALLEN	3716 N GRANDVIEW	FLAGSTAFF	AZ	86004	
COCONINO COUNTY COMMUNITY DEVELOPMENT ATTN: JAY CHRISTELMAN	2500 N FORT VALLEY ROAD, BLDG. 1	FLAGSTAFF	AZ	86001-1287	
COCONINO COUNTY COMMUNITY DEVELOPMENT ATTN: JESS McNEELY	2500 N FORT VALLEY ROAD, BLDG. 1	FLAGSTAFF	AZ	86001-1287	
FLAGSTAFF LODGING, RESTAURANT & TOURISM ATTN: STEVE FINCH	P.O. BOX 30622	FLAGSTAFF	AZ	86003	
ADRIAN SKABELUND	819 WEST GRAND CANYON AVENEU	FLAGSTAFF	AZ	86001	
RACHEL BASS	3083 E. EASTERDAY LANE	FLAGSTAFF	AZ	86001	
TIFFANY ANTOL	211 W. ASPEN AVE.	FLAGSTAFF	AZ	86001	
COCONINO COUNTY	2500 N. FORT VALLEY ROAD	FLAGSTAFF	AZ	86001	
GAMMAGE & BURNHAM, PLC ATTN: NICK SOBRASKE	40 NORTH CENTRAL AVE, 20TH FLOOR	PHOENIX	AZ	85004	
NEIGHBORHOOD MEETING ATTENDEES					
ATTENDEE NAME	MAILING ADDRESS	CITY	STATE	ZIP	
Ali Gulfaraz	4371 E Savannah Circle	Flagstaff	AZ	86004	
Lauri Budzinski	2940 S Camel Drive	Flagstaff	AZ	86001	
Gail Robertson	2749 W Pico Del Monte Circle	Flagstaff	AZ	86001	
Michelle Kuzdas	2338 W Mission Timber Circle	Flagstaff	AZ	86001	
Joe and Gianna Elms	2883 W Patio del Presidio	Flagstaff	AZ	86001	
Jennifer Hampton	2741 W Jaclyn Drive	Flagstaff	AZ	86001	
Amy Vogler	2398 W Mission Timber Circle	Flagstaff	AZ	86001	
Linda Denham	3605 S Lariat Loop	Flagstaff	AZ	86005	
Carlton Johnson	2845 W Pico Del Monte Circle	Flagstaff	AZ	86001	

**NEIGHBORHOOD MEETING ATTENDEES (CONTINUED)**

<b>ATTENDEE NAME</b>	<b>MAILING ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
Leslie Boulet	2898 W Presidio Drive	Flagstaff	AZ	86004
Lisa Harris	2737 W Jaclyn Drive	Flagstaff	AZ	86001
Cal Hamren	2896 W Paz de Avenida	Flagstaff	AZ	86001
John and Therese Prentice	2920 S Pais Del Norte	Flagstaff	AZ	86001
Jason Rohr	1601 E Mountain View Avenue	Flagstaff	AZ	86001
Barbara DuPaul	2569 W Clement Circle	Flagstaff	AZ	86001
Anthony Williams	3460 S Skye Way	Flagstaff	AZ	86005
Lisa Galyen	2601 W Josselyn Drive	Flagstaff	AZ	86001
Sue Bunch	2760 W Pico Del Monte Circle	Flagstaff	AZ	86001
Christina George	2959 S Pepita Drive	Flagstaff	AZ	86001
Robert Davis	2912 W Paz de Avenida	Flagstaff	AZ	86001
Lori McCorry and David Moorehead	2462 W Clement Circle	Flagstaff	AZ	86001
John Morgan	2919 S Pepita Drive	Flagstaff	AZ	86001
Linda Otzen	2910 S Pepita Drive	Flagstaff	AZ	86001
Richard Pogue	2924 S Camel Drive	Flagstaff	AZ	86001
Brian Hanabury	2949 S Camel Drive	Flagstaff	AZ	86001
AraLynn Nowack	2341 W Mission Timber Cir	Flagstaff	AZ	86001
Manny Gurrrola	10838 N 10th Place	Phoenix	AZ	85020
Clinton Whiting	5350 Tanager Road	Flagstaff	AZ	86004
Paul Ferry	2333 W Mission Timber Circle	Flagstaff	AZ	86001
Brent Ballard	10838 N 10th Place	Phoenix	AZ	85020
Marvin Kissinger	2597 W Josselyn Drive	Flagstaff	AZ	86001
Brian Wilson	2389 S Cliffview Street	Flagstaff	AZ	86001
Ara Nowack	2341 W Mission Timber Circle	Flagstaff	AZ	86001
Tom Boggess	3572 S Cheryl Drive	Flagstaff	AZ	86001
Jeff Smith	2899 W Presidio Drive	Flagstaff	AZ	86001
Hartley Rodie	3720 E Earll Drive	Phoenix	AZ	85018
Carmen Neuberger	11111 E Sorrel Lane	Scottsdale	AZ	85259
Sal Vera	2931 S Pepita Drive	Flagstaff	AZ	86001
Debra Nankivell	2918 S Pardo Calle	Flagstaff	AZ	86001
Karen Sorensen	2640 W Kiltie Lane	Flagstaff	AZ	86005
Lori McCorry	2462 W Clement Circle	Flagstaff	AZ	86001
Barbara Fisher	3405 S Skye Way	Flagstaff	AZ	86005
PJ Aerts	3280 S Skye Way	Flagstaff	AZ	86005
David Grogg	PO Box 2097	Flagstaff	AZ	86003

# GAMMAGE & BURNHAM, PLC

ATTORNEYS AT LAW

FORTY NORTH CENTRAL AVENUE

20TH FLOOR

PHOENIX, ARIZONA 85004

TELEPHONE (602) 256-0566  
FACSIMILE (602) 256-4475

December 29, 2020

WRITER'S DIRECT LINE  
(602) 256-4471

Lindsay C. Schube  
lschube@gblaw.com

Dear Neighbor or Resident:

Vintage Partners is proposing to develop Sky Cottages, a new residential community located on the approximate 23 acres located at the northwest corner of Woody Mountain Road and the McAllister Ranch Road alignment (generally south of the southwest corner of US 66 and Woody Mountain Road) ("Property").

Vintage Partners is responsible for developing forward thinking and award winning projects throughout the State for more than 30 years. One of those projects includes the highly successful Timber Sky master-planned community, located just west of Sky Cottages, which is considered the finest Dark Skies compliant master-planned community in the State. Sky Cottages, planned as an extension of Timber Sky, will be an accessible, athletic, outdoor build-to-rent community with a target of 202 dwelling units (maximum 208 du) comprised of 1, 2, and 3 bedrooms. Units will be 1-story, with some 2-story units located near the center of the Property (away from Woody Mountain Road). The majority of the units are detached, similar to that of a traditional single-family residential community, such as Presidio in the Pines. Sky Cottage residents will be able to have a single-family residential experience, with the benefit of a professionally-managed and highly amenitized community that will include active and passive open spaces and trail connections throughout, as well as civic space available for use by the public. See enclosed Concept Site Plan and Conceptual Building Elevations.

In order to facilitate development of Sky Cottages, Zoning Map Amendment application case no. PZ-20-000153 ("Application") was filed with the City of Flagstaff ("City") to rezone the Property from RR RPO (Rural Residential, Resource Protection Overlay) to MR RPO (Medium Density Residential, Resource Protection Overlay).

The purpose of this correspondence is to inform you the Application has been scheduled for virtual public hearing as follows:

## PLANNING & ZONING COMMISSION

**January 13, 2021 at 4:00 PM**

Please visit

[https://www.flagstaff.az.gov/2845/ Planning-Zoning-Commission](https://www.flagstaff.az.gov/2845/Planning-Zoning-Commission) for instructions on how to participate in the virtual meeting and submit written comments prior to the start of the meeting.

## CITY COUNCIL

**February 2, 2021 at 3:00 PM (tentative)**

Please visit

<https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings> for instructions on how to participate in the virtual meeting and submit written comments prior to the start of the meeting.

Due to the COVID-19 pandemic, the City has currently suspended in-person public hearing meetings. Please confirm meeting details by calling the City's Planning & Development Services Section at (928) 213-2611, as they are subject to change. Additional information may also be found at <https://www.flagstaff.az.gov/328/Meetings>.

The Planning & Zoning Commission serves as an advisory board to the City Council on matters relating to the growth and physical development of the City. The Planning & Zoning Commission will conduct a public hearing for the Application and may forward a recommendation on for the City Council's consideration. Upon receipt of a recommendation from the Planning & Zoning Commission, the City Council will conduct a public hearing and take action on the Application. The City Planner assigned to this case is Ms. Tiffany Antol. Ms. Antol can be reached at (928) 213-2605 or [TAntol@flagstaffaz.gov](mailto:TAntol@flagstaffaz.gov). Ms. Antol can answer your questions regarding the City's review and hearing processes, and provide copies of development file materials for the Application.

Should you have any questions or would like more information, please do not hesitate to contact me at (602) 256-4471 or [lschube@gblaw.com](mailto:lschube@gblaw.com). Thank you.

Sincerely yours,

GAMMAGE & BURNHAM



By

Lindsay C. Schube

LCS/nas  
Enclosures

# OVERALL SITE PLAN

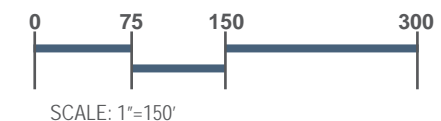


## KEY

- 1 DETENTION BASIN  
NATURAL TURF MULTI-PURPOSE PLAY FIELD
- 2 NORTH COMMONS
- 3 SOUTH COMMONS

## FLOORPLANS

- 1BR-A
- 1BR-B
- 2BR
- 3BR





**SKY COTTAGES**  
at **TIMBER SKY**  
PZ-20-00153

**V**  
VINTAGE  
PARTNERS

**GAMMAGE  
BURNHAM**  
Attorneys at Law

**SWI**  
Shepherd & Westitzen, Inc.

**Mosaic**

**NORRIS DESIGN**  
Planning | Landscape Architecture | Interiors

SHEET NAME:  
BUNGALOW  
EXTERIOR VIEW  
SHEET NO.  
18 of 33



**SKY COTTAGES**  
at **TIMBER SKY**  
PZ-20-00153

**V**  
VINTAGE  
PARTNERS

**GAMMAGE**  
**BURNHAM**  
Attorneys at Law

**SWI**  
Shepherd & Westitzen, Inc.

**Mosaic**

**NORRIS DESIGN**  
Planning | Landscape Architecture | Engineering

SHEET NAME:

3-BD UNIT  
EXTERIOR VIEW

SHEET NO.

21 of 33

## Tammy Bishop

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**Subject:** FW: #1

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**From:** Michelle McCrea <[michellemarie\\_1000@yahoo.com](mailto:michellemarie_1000@yahoo.com)>

**Sent:** Thursday, October 22, 2020 3:29 PM

**To:** Tiffany Antol <[TAntol@flagstaffaz.gov](mailto:TAntol@flagstaffaz.gov)>

**Subject:** Sky Cottages at Timber Sky

Dear Tiffany,

I am writing to express my concern regarding the proposal by Vintage Partners to rezone the property on the northwest corner of Woody Mountain Road and the McAllister Ranch Road alignment, from its existing zoning of rural residential to high density residential. As you know, the developer is looking to build apartments on the lot. My husband and I own a home and live full time in the Presidio in the Pines neighborhood. Our main concern with this proposal is the increase of high speed traffic going through our neighborhood, especially with hundreds more cars shortcutting their way to NAU. We live right off the new road that opened between Presidio and Boulder Point, and we already have major problems with high speed traffic flying around that corner. I know the City has gotten numerous complaints since that road opened because police are often monitoring roads in Boulder Point and temporary speed monitoring signs have been put out since that road opened.

We listened to the developer's Zoom meeting, and felt the developer was misleading on at least a couple main points. First, the developer did not readily acknowledge that the existing zoning was rural residential. In contrast, the developer told neighbors to 'not get confused by the zoning change' as if it was too complex us to think about (it was condescending). The developer also has clever talking points – like the apartments will be “transitional housing” that will ‘help those poor millennials’ - that make it seem like the apartments won't become student housing. All of us who know the housing issues in Flagstaff know that these apartments will indeed become student housing, and those students will be zipping through Presidio and Boulder Point on their way to NAU. Many of the townhomes in Presidio are being rented to students, as are the townhomes in Boulder Point, the same will happen with these apartments. My husband and I happen to be millennials – its easy to see right through those empty talking points. We oppose this proposed zoning change. Its also important to note that despite claiming these apartments will help meet needs for affordable housing (even though they really won't, they will just become majority off campus student housing because it's an easy straight shot to speed through Presidio and Boulder Point to NAU), the developer could not commit to any price point at which the apartments would be rented.

Thank you and please let me know if you have any questions.

Michelle Kuzdas  
2338 W. Mission Timber Cir  
Flagstaff, AZ 86001

## Tammy Bishop

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**Subject:** FW: #2

**From:** John Prentice <[jtprentice@aol.com](mailto:jtprentice@aol.com)>

**Sent:** Tuesday, October 13, 2020 3:27 PM

**To:** Tiffany Antol <[TAntol@flagstaffaz.gov](mailto:TAntol@flagstaffaz.gov)>

**Subject:** rezone property from RR RPO-Rural Residential to HR RPO-High Density

Dear Ms. Antol,

My husband and I attended a Virtual Neighborhood Meeting regarding the rezoning of property near Woody Mountain Road and MC Allister Ranch Road. The rezoning being necessary for Vintage Partners to develop their Sky Cottages rental development.

We are both AGAINST this rezoning request. We are very concerned that the traffic on Woody Mountain Road would increase exponentially with the addition of 199 cottage units with each cottage owner adding 1 - 2+ cars per unit. There is no provision for garages on the development, with carports for some of the three bedroom units. This will present the appearance of a "used car lot" with most residents having to park on the street. A review of the proposed development also shows that few of the existing trees on this property will survive after construction. This will only exacerbate the poor optics of this project. We feel that this type of development does not belong on this parcel of land and should be moved out onto Old Route 66, closer to town and public transportation. We are also concerned that over time these rental units will fall into disrepair and will adversely affect property values in Presido and Timber Sky.

Regards,

Therese Prentice, John Prentice  
2920 S Pais Del Norte  
Flagstaff, AZ 86001

847 226 2885

## Tammy Bishop

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**Subject:** FW: #3

**From:** Scott Summers <[sdsummers2@hotmail.com](mailto:sdsummers2@hotmail.com)>

**Sent:** Wednesday, October 7, 2020 5:16 PM

**To:** Tiffany Antol <[TAntol@flagstaffaz.gov](mailto:TAntol@flagstaffaz.gov)>

**Cc:** [lschube@gblaw.com](mailto:lschube@gblaw.com)

**Subject:** Sky Cottages development

Dear Ms. Antol,

I am a full-time resident of the Presidio in the Pines development in Flagstaff and live at 2918 S. Pepita Dr. I recently heard about the Sky Cottages Virtual meeting that was held on Monday, and was not able to attend. I understand that you are the City Planner assigned to this case and I wanted to pass along my comments regarding the proposal to develop Sky Cottages. The increase in potential traffic is, of course, a concern with such high density housing. It looks like one of the main inlet/outlet roads to this development is located directly across from the main inlet/outlet road into Presidio in the Pines. Also, I would hate to see most of the trees in the forested part of the proposed property cut down. It seems like a way to address both of these concerns would be to move the location of the new develop farther to the north and closer to the Route 66 roadway. This would, likely, involve a re-zoning of some of that property, but a re-zoning is needed for the current proposed location. Moving the development closer to Route 66 would spread out some of the traffic – there would not be a bottle-neck at Woody Mountain road and the entrances to Sky Cottage and Presidio – and would allow for more of the forested area to be left in-tact.

Thank you for your work on this project and for your consideration. If possible, I would like to be informed of the next steps in this process.

Cordially, Scott Summers

## Tammy Bishop

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**Subject:** FW: #5  
**Attachments:** Presidio Future Project.pptx

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**From:** Marvin Kissinger <[californiamarvin@comcast.net](mailto:californiamarvin@comcast.net)>

**Sent:** Tuesday, October 6, 2020 10:34 AM

**To:** [lschube@gblaw.com](mailto:lschube@gblaw.com)

**Cc:** Ileana Kissinger <[luquillotropical@comcast.net](mailto:luquillotropical@comcast.net)>; Michelle Marie Kissinger <[michellekissinger88@gmail.com](mailto:michellekissinger88@gmail.com)>; Tiffany Antol <[TAntol@flagstaffaz.gov](mailto:TAntol@flagstaffaz.gov)>

**Subject:** FW: Re: Questions Concerning the Virtual Neighborhood Meeting on October 5, 2020 (Resending to correct email address)

Lindsay & Tiffany

My name is Marvin Kissinger, myself and my wife Ileana moved to this area in January 2019 from Sacramento, California. My daughter, Michelle Kissinger also moved out here and purchased a townhouse in Presidio. We enjoy the Flagstaff area and one of the attractions is the pine forest and the surrounding natural beauty. So are major concerns with this project are removing this natural setting and increased traffic and possible crime.

I did not participate in the first virtual meeting you had, but I was on the second meeting on October 5<sup>th</sup>. Thank you for providing the information you presented in the virtual presentation and I apologize if some of my questions were already answered. However, we do have some concerns that I have listed below:

1. Concerning Woody Mountain Road, I know you mentioned that there will be a traffic light at the intersection of Route 66 and Woody Mountain Road, but I am not sure if Woody Mountain Road will be 2 lanes each way or one lane each way? My concern is still traffic congestion and if there is a traffic delay, will emergency vehicles still be able to come or leave the complex, using Woody Mountain Road?
2. I know you have indicated you are going to leave a large portion of the trees intact, what does that mean? Can you provide a percentage of trees that will remain, taking into account the current number of trees there? As we stated before, removal of the pine trees in this area is a major concern.
3. What is the minimal time periods for renting the units? Our concern is people coming here to rent the units, for short periods of time to have parties and celebrations that would cause excessive noise and traffic problems. This is a college town and events like this do happen.
4. I know you mentioned the number of parking spaces you have in the Sky Cottages complex. Can we be certain that there are sufficient spaces for your complex, as we already have a serious parking issue in the Presidio complex.
5. What will be the impact on the shrinking water resources here? Coming from Sacramento, we are always concerned about droughts and water shortages. Is Flagstaff prepared to provide water resources to the continual increase we have in adding more housing and accommodating more people?
6. Do you have any plans for developing the land behind our home at 2597 W Josselyn Drive? We continue to be concerned about losing the pine forest behind us? Refer to attached map.

Thank you for keeping us informed and we hope this project will have a positive impact on our community, if it is approved.

Marvin & Ileana Kissinger  
2597 West Josselyn Drive  
Flagstaff, AZ 86001

H.P.: (928) 774-1716  
Cell: (916) 799-2605

## Tammy Bishop

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**Subject:** FW: #6

**From:** Lauri Budzinski <[lauribud@gmail.com](mailto:lauribud@gmail.com)>

**Sent:** Monday, October 5, 2020 3:15 PM

**To:** Tiffany Antol <[TAntol@flagstaffaz.gov](mailto:TAntol@flagstaffaz.gov)>

**Subject:** Vintage Partners ReZoning Proposal - "Sky Cottages"

Dear Tiffany

Thank you for returning my call last week. I really appreciate all the information you shared with me regarding the rezoning process in Flagstaff.

I am sending this email to voice through you my concern about the Vintage Partners Sky Cottages rental units development proposal and application to rezone the property location from RR RPO-Rural Residential to HR RPO-High Density Residential. I attended the first neighborhood meeting for this project and was able to ask some questions. I will not be able to attend the 2nd meeting scheduled for this evening due to a prior commitment.

My main points of concern, in no special order, are:

- Flagstaff overall growth and water resources. When I moved to Flagstaff in 1996, the city's master plan indicated slow, restricted growth mostly due to natural environmental boundaries and very much the concern for limited/finite water resources. The incredible residential housing growth the past few years is surprising to me as I do not know how the regional water supply has changed so drastically. If Flagstaff truly does have infinite water supply and infrastructure, that's great and would put my mind at ease for this concern.
- Traffic on old Route 66 and Woody Mountain - The build out of Presidio, where I live, has proven that these roads are barely going to handle the additional TimberSky build out of 1100 homes, much less 200 more Sky Cottage rental homes (minimum of 2500 more vehicles on these roads). Route 66 is one lane at the intersection with Woody Mountain; the traffic coming off of I40 is going 50+mph and they are driving in freeway mode; the backups all the way to Woodlands Boulevard, and then on to Milton are already becoming a nightmare. (Furthermore, the backups at Woodlands and Route 66 from all directions indicates the traffic studies were lacking thus far). It is often difficult to traverse the Woody Mountain-Route 66 intersection safely. Woody Mountain traffic is now heavy at times, especially during WLGore and Arboretum work and event traffic times. With all the homes going in at Timber Sky, Woody Mountain will become more over-loaded and unsafe, exacerbated by visual terrain barriers, no stop signs, narrow roads and limited sidewalks - the only sidewalk is along Presidio's boundary adjacent to Woody Mountain.
- I do not support a 200 unit rental development in this area. Maintaining the rural residential (low density) zoning is much more appropriate to the entire area -

including the current neighborhoods of Presidio, TimberSky, RR Springs, Flagstaff Ranch, Equestrian Estates and others.

- No matter what people say or report - all the building of new housing and rental units the past few years is not bringing rent or home ownership costs down; I only see those numbers continue to climb. My children (and others expressed this) can't afford to stay in Flagstaff whether they rent or try to own.
- There are so many people buying 2nd homes in our neighborhoods and renting them out; this is certainly true in Presidio. This causes disparity with home owners living in their one home who live next to people that rent from long distance or otherwise not highly emotionally invested landlords. There are all kinds of examples of what that disparity looks and feels like, including renters/landlords lack of property exterior maintenance, renters disinterest in CC&Rs, and unfriendly/uncaring neighbors because they don't have a vested interest in the neighborhood. This magnifies for me the reality that 200 rental units across the street would have a negative impact on the surrounding neighborhoods who are paying HOA fees to minimize these types of impacts where we live and pay property taxes.
- I have lived and worked and paid property taxes in Flagstaff for 25 years. I would like to see the zoning stay low density for this area for affordable thoughtful home lots and sizes. I didn't understand just how hi density Presidio was going to be when I purchased in 2015. Miramonte did not share good information and actually flat out lied about the development - that's another story.
- Mr. Crutchfield indicated, several times at the 1st neighborhood meeting, a 10-year plan for himself with Sky Cottages - build out will take several years of that 10-year plan. This is simply a money making endeavor for him/Vintage Partners - beyond the Timber Sky project. The Sky Cottages rental development looks like a nice enough project on paper illustration - perhaps better suited for an already hi-density zoned location.

Thank you and city staff for your consideration. I will watch for any progress on this application and will attend open meetings to continue to voice my concerns.

Please let me know you received this email - just a quick 'yes, I received your email' would be very much appreciated.

Sincerely,

Lauri Budzinski  
Camel Drive  
Presidio in the Pines

## Tammy Bishop

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**Subject:** FW: #7

**From:** Robert Davis <[radavis15@mac.com](mailto:radavis15@mac.com)>

**Sent:** Monday, October 5, 2020 2:01 PM

**To:** Tiffany Antol <[TAntol@flagstaffaz.gov](mailto:TAntol@flagstaffaz.gov)>

**Cc:** [lschube@gblaw.com](mailto:lschube@gblaw.com); Robert A. Davis <[radavis15@mac.com](mailto:radavis15@mac.com)>

**Subject:** Neighborhood Meeting - Proposed Rezoning for Sky Cottages on Woody Mountain

Hi Ms. Tiffany Antol,

I'm a current resident of Presidio in the Pines since May 2014. I attended the first neighborhood meeting on the proposed Sky Cottages and raised four areas of concern:

- **A build to rent community is not consistent with the surrounding communities (Presidio, Timber Sky, Equestrian Estates)** - The surrounding areas are single family / duplex homes that are intended as owner resident, owner investment or second home. The current residents have raised serious concerns and objections to the rental properties where the owner is not residing. This relates to parking, students not following rules, etc. and the construction of additional rental properties could make the situation worse in the area. Vintage Partners responded that they would control this by retaining ownership of the properties and enforcing rules. While this alleviated some concern, there is no guarantee that Vintage would retain ownership in several years and the problems are allowed to occur.
- **Environmental** - The area requested to be rezoned is a forested area that should be retained as a landscape buffer for the surrounding communities. As I read the County Community Plan leaving this area as forest would be consistent with the goals of the plan. Several of the attendees expressed this concern and the provided architectural drawing indicated a substantial number of trees would be removed.
- **Traffic** - While Vintage claimed a traffic study was done when Timber Sky was approved, there was no plan for Sky Cottages at that time and only one of the exits on Woody Mountain would have been considered. The proposal adds 199 homes which would generate 350 - 600 more vehicles to Woody Mountain. Vehicles would not use the Timber Sky exit because of inconvenience and would go primarily down Woody Mountain to US 66 when going to I-40 or Flagstaff.
- **Quality of Home** - The homes have no garages (just carports) and a new design (modular ?) for ease of construction. Their comment that construction personnel with less experience can build these does not lend assurances that they will be well built. It is being lower cost focused.

It has not been explained why the "build to rent" structures must be built here other than the builders of Timber Sky want to do it.

Today I plan on raising two more concerns:

- **If near Timber Sky why not at the corner of US 66 and Woody Mountain** - Less trees, Exit to US 66 can be used and retains most of the forested area intact. It may result in less home because of a smaller area, but reduced several concerns.
- **Width of roadways** - The width has not been indicated, but the roadways in Presidio allows parking on both sides of the street resulting being too narrow for fire engines. The roadways should be wide enough to accommodate this.

In summary, the proposed rezoning does not appear consistent with the existing communities. The concerns on placement, environments, being consistent with the County Plan, and traffic raise issues that make the location impractical.

Thank you for your consideration on these matters,

Robert A. Davis  
2912 W Paz de Avenida  
Flagstaff, AZ 86001

414-807-3306  
[radavis15@mac.com](mailto:radavis15@mac.com)

## Tammy Bishop

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**Subject:** FW: #8

**From:** Ara Lynn N <[anowack@gmail.com](mailto:anowack@gmail.com)>

**Sent:** Tuesday, September 22, 2020 10:54 AM

**To:** Tiffany Antol <[TAntol@flagstaffaz.gov](mailto:TAntol@flagstaffaz.gov)>

**Subject:** Sky Cottages on Woody Mountain Road

Hello Tiffany,

I listened to the neighborhood meeting for Sky Cottages last night.

I am in shock that we would allow an entirely rental community to be built among new beautiful homes.

I would like to express that I am not in approval of this. As a homeowner in Presidio it is hard enough with the rentals to college students and houses owned by Phoenicians where the sidewalks are not clear of snow and the parking is a huge issue.

Presidio and this area is for homeowners, not rentals.

I also work at Gore, the traffic at 8am, noon, 3:30pm is horrific and clogged on Woody Mountain now, I cant even think about having 1100 new homes for Timber Sky and now another 200 homes with cars on Woody Mountain road. Additionally, the round-about is such a joke as there needs to be widespread "training" as to how to drive in these. So many times I enter the circle and have been honked at or flipped off for "stopping the flow on Woody Mountain Rd". I can't believe I have problems now, I can't imagine what the traffic congestion will be like in the future.

I love Flagstaff and love my home in Presidio please help preserve this land and keep building to a minimum.

If possible, could I please stay informed of the future of this project - Sky Cottages?

Best Regards,

Ara Lynn Nowack

2341 W. Mission Timber Circle

Flagstaff, AZ 86001

## Tammy Bishop

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**Subject:** FW: #9

**From:** Lisa Harris <[lisaharris@frontiernet.net](mailto:lisaharris@frontiernet.net)>

**Sent:** Monday, September 21, 2020 7:38 PM

**To:** Tiffany Antol <[TAntol@flagstaffaz.gov](mailto:TAntol@flagstaffaz.gov)>

**Subject:** Sky Cottages/ Vintage Partners

Good evening, I live in Presidio in the Pines. I am in the zoom meeting. I am very against this project, most of the people in our community are voicing their concerns as well. I would like to know what are the steps for us to fight this community?

Thank you for your help,

Lisa Harris  
2737 W Jaclyn Dr  
Flag, AZ 86001  
9282098486

## Tammy Bishop

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**From:** Tiffany Antol  
**Sent:** Monday, January 4, 2021 1:11 PM  
**To:** Tammy Bishop  
**Subject:** #10

### Tiffany Antol, AICP

Planning Director  
City of Flagstaff | Community Development  
211 West Aspen Avenue | Flagstaff, AZ | 86001  
P: (928) 213-2605 | F: (928) 213-2089

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**From:** Donna Morgan <morganj556@gmail.com>  
**Sent:** Monday, September 21, 2020 12:02 PM  
**To:** Tiffany Antol <TAntol@flagstaffaz.gov>  
**Subject:** Re: Vintage Partners in Woody Mountain

Thank you for your prompt reply. While I wasn't aware of the Urban Activity Center designation for the corner of Woody Mountain and Route 66, this particular section is further south on Woody Mountain. I'm curious as to the specifics of the "build to rent" concept. I'm not sure how that helps locals to purchase a first or affordable home in Flagstaff. Until recently, I owned what was referred to as a quad lot in Presidio that was originally designed for a more affordable, smaller home. There were several of these types of lots until the developer had most of them replotted for larger (and more expensive) homes. No affordable housing there! I can see many of these rentals (especially the 1, 1.5 and 2 bedroom units) as just more student and Airbnb money makers with lots of transient and noisy traffic. I will be attending the virtual meeting tonight and hopefully will get some questions answered. Thank you again, Donna

[Sent from Yahoo Mail for iPad](#)

On Monday, September 21, 2020, 8:54 AM, Tiffany Antol <[TAntol@flagstaffaz.gov](mailto:TAntol@flagstaffaz.gov)> wrote:

Good Morning Donna,

Yes there will be several opportunities for public input. In fact the applicant is holding a virtual neighborhood meeting tonight. There will be two of these meetings held by the applicant prior to the case moving forward to public hearing. There will eventually be a public hearing before the Planning & Zoning Commission as well as before the City Council.

**Meeting:** Sky Cottages Virtual Neighborhood Meeting

**Location:** Meeting to be held virtually in Zoom.

**Link:** [gblaw.zoom.us/webinar/register/WN\\_2K4UdPLyQjiyXhgmijqsQ](https://gblaw.zoom.us/webinar/register/WN_2K4UdPLyQjiyXhgmijqsQ)

**Date and Time: Monday, September 21, 2020 at 6:00 PM**

I am not aware of what Vintage showed for this property back in 2017 as I have never reviewed it. While the project Vintage is proposing is multi-family it has the appearance of detached single-family units. A Traffic Impact Analysis will need to be completed as part of this review. We can share the findings of that analysis once it is complete.

Regardless of what happens with this case, it is important to note that the voter approved Flagstaff Regional Plan identifies an Urban Activity Center at the intersection of Woody Mountain Road and W Route 66. The density called for in an urban activity center is high – over 13 units an acre. Our growth model has assumed density at this location for some time.

Please let me know if you should have any additional questions in regards to this application.

## **Tiffany Antol, AICP**

Planning Director

City of Flagstaff | Community Development

211 West Aspen Avenue | Flagstaff, AZ | 86001

P: (928) 213-2605 | F: (928) 213-2089

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**From:** Donna Morgan <[morganj556@gmail.com](mailto:morganj556@gmail.com)>

**Sent:** Sunday, September 20, 2020 3:32 PM

**To:** Tiffany Antol <[TAntol@flagstaffaz.gov](mailto:TAntol@flagstaffaz.gov)>

**Subject:** Vintage Partners in Woody Mountain

Dear Tiffany,

The plot of land that Vintage is planning to build high density rental housing on Woody Mountain Road and McAllister Ranch Road was not in the original plan they presented to our community in Presidio back in 2017. This is an awful place for that type of housing. We were under the assumption that type of housing was planned more for out on Route 66. The traffic on Woody Mountain Road will be bad enough with the single family homes they have planned as it is. Ingress and egress will be a nightmare and a safety issue. Will there be any more public input in this before a decision is made?

Thank you, Donna Morgan

2919 S Pepita Dr

Flagstaff AZ 86001

928 607-8952

[Sent from Yahoo Mail for iPhone](#)

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**From:** Debbie Nankivell <[dlnankivell@gmail.com](mailto:dlnankivell@gmail.com)>  
**Sent:** Tuesday, January 12, 2021 4:08 PM  
**To:** CD Front Counter <[CDFrontCounter@flagstaffaz.gov](mailto:CDFrontCounter@flagstaffaz.gov)>  
**Subject:**

I am fine with incorporating my comments into other similar messages you may receive.

I live in the Presidio and have major concerns about adding 202 dwellings in the Sky Cottages area. As I'm sure you're aware, the use of Woody Mountain Road from residents of the Presidio, Equestrian Estates, the new development on Woody Mountain Road south of Kiltie, the workers at the Gore facilities and the new Timber Sky development alone will likely be overwhelming on the two-lane road. To add another 202 homes with its residents' use of Woody Mountain Road does not seem feasible.

The Sky Cottages builders keep stating they will "assist" with funding for a traffic light on Route 66 and Woody Mountain Road. They also state that residents of Sky Cottages will be encouraged to drive through the complex to exit and enter directly off of Route 666. This seems highly unlikely and the number of vehicles that will be using Woody Mountain Road throughout the day as well as at peak travel times in the morning and evening will be extremely congested.

I urge the Planning and Zoning Commission to reject the Sky Cottages' proposal to change the current zoning designation to MR RPO.

Thank you for your consideration of this request.

Debbie Nankivell  
2918 S Pardo Calle  
Flagstaff, AZ 86001  
[dlnankivell@gmail.com](mailto:dlnankivell@gmail.com)



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## MOUNTAIN LINE MEMORANDUM

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**DATE:** November 20, 2020

**TO:** Tiffany Antol, City of Flagstaff Planning Director

**FROM:** Bizzy Collins, Mountain Line Transit Planner  
Kate Morley, Deputy General Manager

**SUBJECT:** Service to proposed Sky Cottages project on Woody Mountain Road

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Request:

Extending Route 8 requires a total annual operating cost of \$555,000. Mountain Line is proposing to pay for 55% of the cost and is requesting a partnership with Vintage to cover the remaining 45% in the amount of \$250,000 per year in exchange for free service to residents for the term of this agreement.

Methodology:

Mountain Line evaluated impacts and feasibility of providing new transit service to Woody Mountain Road through a review of the existing and planned transit network as well as policies identified in the Five-Year Transit Plan and Flagstaff Regional Plan.

Analysis:

*Background*

The City of Flagstaff has a dedicated transit tax that was first approved by voters in 2000, increased in 2008, and renewed in 2016. The City allocates this tax revenue to Mountain Line to provide public transit service on behalf of the City of Flagstaff.

Mountain Line's Route 8 currently begins at the Downtown Connection Center (DCC) and heads west on Route 66 and loops around on Thompson Street-University Avenue-Woodlands Village Boulevard, returning to the DCC (see Figure 1). Route 8 makes this trip every 30 minutes from 6:15am to 9:30pm on weekdays and every hour from 7:15am to 7:30pm on weekends and holidays. Mountain Line implemented Route 8 in August 2019 by splitting Route 7, thus creating the future opportunity to extend transit service west on Route 66, with the near-term goal of reaching Woody Mountain Road and looping back to the DCC with the future Route 8 (see Figure 2).





Figure 1-Current Route 8

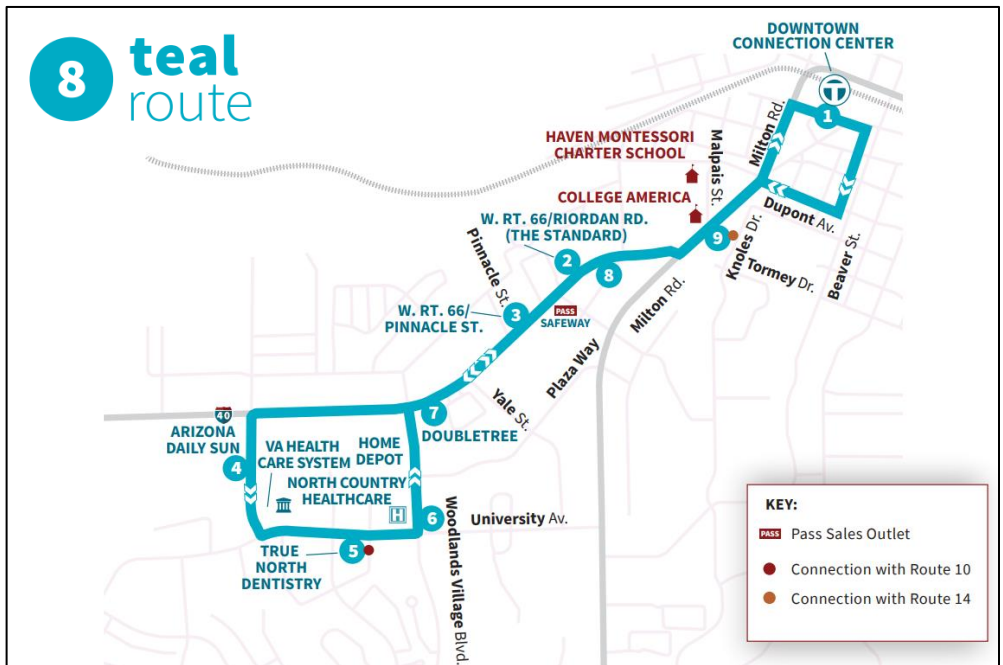
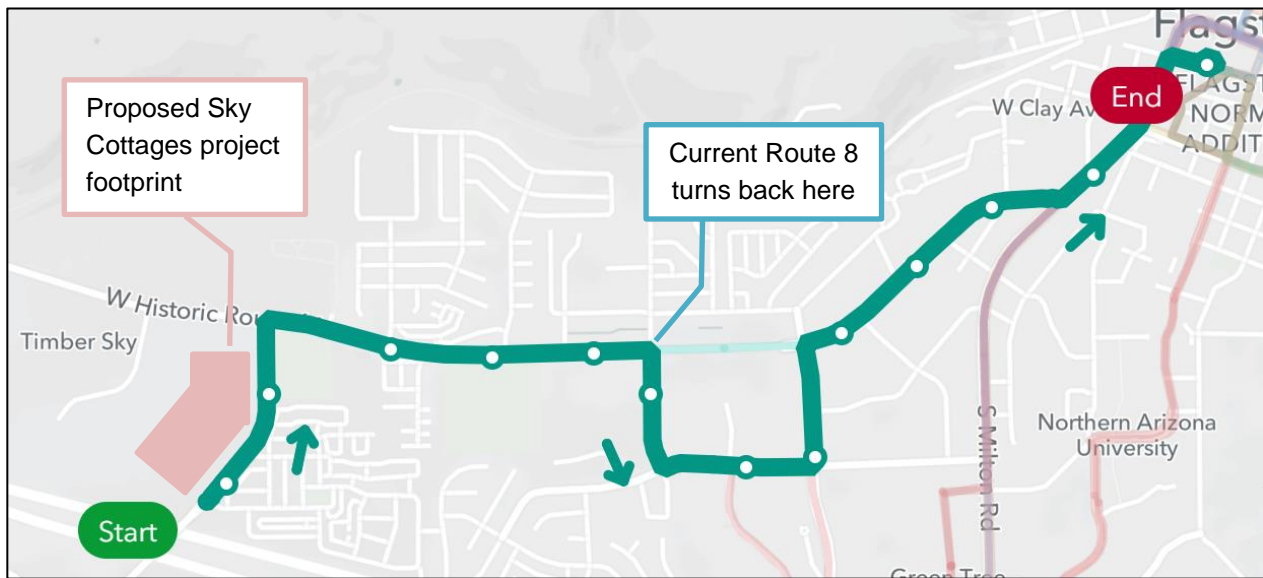


Figure 2-Future Route 8



Extending Route 8 would require a significant cost increase that Mountain Line does not have in its current budget or 10-Year Financial Plan, for a total annual operating cost estimated at \$555,000. Extending Route 8 would require Mountain Line to also extend the paratransit service boundary, which is anticipated to add more paratransit trips at the cost of \$50 per trip. Not only is this a requirement of extending the service but it allows Mountain Line to serve people with disabilities who do not have the functional ability to ride fixed-route buses, either permanently or under certain conditions, in this area, expanding housing choice options for





people who need paratransit. Paratransit service costs were included in the annual operating estimate above.

Mountain Line has identified future transit service on west Route 66 and Woody Mountain Road in the 2017 and 2013 Five-Year Transit Plans based on extensive public feedback, Flagstaff land use plans, and projected population growth in the area. Additionally, the NAIPTA Board of Directors identified the Route 8 extension to Woody Mountain Road as their top priority for service enhancements in February 2020. However, additional funding has not been available to achieve this goal, as the transit tax increase did not pass in 2018.

Mountain Line seeks innovative funding mechanisms to achieve the diverse transportation needs of the people we serve and to align with our 2020-2025 Strategic Plan Goal Six: Fiscal Responsibility, as well as City policies. As such, Mountain Line actively seeks partnership opportunities with Flagstaff businesses, educational institutions, organizations, and developers, including Vintage Partners who is proposing the Sky Cottages project. Mountain Line has had discussions with Vintage and York Breckenridge developers and drafted two separate transit service agreements to extend bus routes west on Historic Route 66 in the past. However, a transit service agreement has yet to be executed and service has not yet been extended.

Mountain Line and York Breckenridge had drafted an agreement for transit services in 2014 for the Aspen Heights student housing project, located in the footprint that Sky Cottages is now in. Mountain Line proposed service during the school term at 15-minute frequency on weekdays and 30-minute service on weekends and holidays, with no service when Northern Arizona University was not in session. The developer was to pay Mountain Line the sum of \$137,802 (in 2014 dollars) per year, adjusted annually to reflect changes in the Transportation Consumer Price Index, for a term that was to be determined by the CUP. Mountain Line would provide free access to transit service to all residents of Aspen Heights. The Aspen Heights project was never constructed, and so the draft agreement ended there.

Mountain Line and Vintage had drafted a transit service agreement for Timber Sky project in 2016. Mountain Line offered to add a bus route matching regular service hours and days—a minimum of 5,800 hours of service—at a cost totaling \$464,640 (in 2016 dollars). Mountain Line proposed a cost sharing mechanism of \$195,000 annually from Timber Sky development, initially underwritten by the development until such time as the HOA turns over to the owners. Once the HOA is owner controlled, Mountain Line would assume an annual fee of \$150 per household. These terms would be adjusted annually for inflation and was originally proposed for a 10-year term of the agreement. There was also discussion for Vintage to add a park-and-ride location at the Timber Sky site that could be accessed by Mountain Line buses, at no cost to Mountain Line.





Vintage had indicated that they were willing to consider a partnership for transit service to Timber Sky, but it was not included in the development agreement. The combination of Timber Sky and Aspen Heights agreements would have resulted in total partnership value of \$332,802, allowing Mountain Line to extend the route. In 2019, Mountain Line moved forward with splitting Route 7 in good faith, anticipating Route 8 would be extended through a funding partnership with developers. To date, no agreement has been executed.

Mountain Line is now attempting to reach a partnership agreement with Vintage to extend transit service to Sky Cottages. Typically, Mountain Line approaches developers with an ecoPASS agreement and residents are able to utilize existing transit service in the area for free. However, Mountain Line does not have service near Sky Cottages, and previous discussions were for developers to pay for this route extension. Extending Route 8 requires a total annual operating cost of \$555,000. Mountain Line is proposing to pay for 55% of the cost and is requesting a partnership with Vintage to cover the remaining 45% in the amount of \$250,000 per year in exchange for free service to residents for the term of this agreement.

If a partnership with Vintage was reached for a term of five years, Route 8 extension could be implemented as soon as 2022. The contribution from Vintage for this service would be \$250,000 annually. This would enable all residents of Sky Cottages to ride all transit routes for free seven days a week and achieve Flagstaff Regional Plan policies and support the Climate Action and Adaptation Plan.

The City may approve Mountain Line's request to bring a transit sales tax question to voters in 2022, 2024 or later, and if approved by the City and the voters, Mountain Line could then extend Route 8 through the new sales tax revenue.

#### *Transit Service Agreement*

Without transit service to Sky Cottages, City of Flagstaff Regional Plan policies are not met.

#### *Finding #1*

*The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans;*

The proposed transit service is consistent with and conforms to the objectives and policies of the City's Regional Plan. Without transit service to Sky Cottages, policies of the Flagstaff Regional plan are not met. These include:

- Goal T.7 Provide a high-quality, safe, convenient, accessible public transportation system, where feasible, to serve as an attractive alternative to single-occupant vehicles.
- Policy LU.13.2. Consider public transit connections in suburban development.
- Policy T.7.5. Incorporate adopted plans and policies for non-motorized and public transportation in the permitting process for all development or land use proposals.





including provisions for efficient access and mobility, and convenient links between pedestrian, bicycle, and transit facilities.

- Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.
- Policy T.3.8. Promote transportation options such as increased public transit and more bike lanes to reduce congestion, fuel consumption, and overall carbon emissions and promote walkable community design.
- Goal E&C.1. Proactively improve and maintain the region's air quality.
- Goal E&C.2. Reduce greenhouse gas emissions.

In order to comply with these policies, Mountain Line reached out to Vintage in October 2020 when the Sky Cottages project was introduced in the Flagstaff development review process, asking to revisit past discussions and draft agreements to seek a partnership to extend transit service to Woody Mountain Road. Estimated costs of operating Future Route 8 and the cost-sharing proposal was submitted to Vintage on November 6, 2020, who responded that they will work on this internally and see what they can figure out. As of November 20, Vintage has not responded with additional thoughts on the transit service proposal, but has provided the following response in the City Substantive Planning comments on November 12:

Vintage Partners has and will continue to communicate and coordinate with NAIPTA. Additionally, Vintage Partners has committed to installing a bus stop at such time public transit is provided to serve the Sky Cottages and surrounding developments. The location, design, etc. will be determined, if and when, public transit is provided.

#### *Finding #2*

*The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan;*

The proposed transit service is consistent with and conforms to the objectives and policies of the City's Climate Action and Adaptation Plan (CAAP). Without transit service to Sky Cottages, strategies and actions of the Flagstaff CAAP are not met. These include:

- Transportation and Land Use
- Goal: Reduce greenhouse gas emissions from vehicle use.
  - Reduce greenhouse gases from transportation in Flagstaff by 30% by 2030, 80% by 2050
- Goal: Prioritize transportation modes and infrastructure such as walking, biking, and public transit that promote public health, maintain Flagstaff's clean air status, and reduce emissions.
- Strategy 2: Prioritize, incentivize, and promote transportation by walking, biking, and transit.
  - TLU-2-B: Implement the transit-supportive recommendations of the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) Five





- TLU-2-F: Secure additional funding to support biking, walking, and transit.
- Strategy 5: Manage transportation demand and reduce the frequency with which people drive alone.

Transit service to Sky Cottages helps the City achieve goals set in the CAAP. Additionally, Flagstaff's City Council voted on June 23, 2020 to move forward in declaring a climate emergency in Flagstaff due to "detrimental effects on Earth's human, physical, biological, and hydrological systems as attested by increased and intensifying wildfires," amongst other reasons. This resolution sets a goal of making Flagstaff carbon neutral by 2030. Transportation is the largest contributor to greenhouse gas emissions in the City and the City estimates that vehicles miles travels must be reduced by 50% by 2030 to achieve it. Without transit service to Sky Cottages, future residents have few transportation choices beyond a personal automobile.

Additionally, affordable housing is a critical issue for Flagstaff residents and Council and is one of the City Council Goals for 2018-2020. Transportation is the second largest household expense, greatly impacting affordability. According to AAA, owning and driving one car costs \$9,282 each year. In comparison, a Mountain Line annual pass is \$408 per person, and for a family of four transit expenses are \$1,632. If an agreement can be reached with Vintage, individuals and families who live in Sky Cottages can potentially have a transportation expense of \$0.

### *Finding #3*

*The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle access and public services and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.*

When development occurs in areas that do not have utilities, the developer is responsible for a share of the costs to extend utilities to the new area. Public transit is a utility, essential for access to basic necessities. For example, the road utility is evaluated through the Traffic Impact Analysis (TIA). As a public utility, Mountain Line is seeking the development to provide a share of the cost to deliver essential transit service to a development beyond the current network.



When recorded, mail to:

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

**DEVELOPMENT AGREEMENT**  
**between**  
**CITY OF FLAGSTAFF**  
**And**  
**VP 66 and Woody Mountain LLC**  
**FOR THE SKY COTTAGES AT TIMBER SKY**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Flagstaff, an Arizona municipal corporation (“**City**”) and VP 66 and Woody Mountain LLC a Limited Liability Corporation, authorized to do business in the State of Arizona (“**Developer**”). City and Developer may be referred to in this Agreement as “**Party**” in the singular, and collectively as the “**Parties.**”

**RECITALS**

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

B. Developer owns an approximately 23.08 gross acre parcel of land generally located at the northwest corner of Woody Mountain Road and the McAllister Ranch Road alignment, depicted and legally described in *Exhibit “A”* attached hereto (collectively the “**Property**”).

C. Developer intends to develop the Property for use as a medium-density multi-family residential community (the “**Project**”). The Property is currently zoned Rural Residential, Resource Protection Overlay (RR RPO) zone. The Developer is requesting a Rezone to Medium Density Residential, Resource Protection Overlay (MR RPO) zone in Concept Rezone Plan Application No. PZ-20-00153.

D. The Parties desire to enter into this Agreement in order, among other things, to facilitate development of the Property as depicted in the preliminary plan for the Project (the “**Concept Plan**”), a copy of which is attached as *Exhibit “B”*, and as set forth in this Agreement and in the Project Narrative, a copy of which is attached as Exhibit     , and as conditioned by Ordinance     .

G. This Agreement and the Project, described and conditioned as set forth in this Agreement, are consistent with the Flagstaff Regional Plan 2030 in effect on the Effective Date of this Agreement, as set forth below.

H. The Developer desires to comply with the strategies and goals of the City Climate Action and Adaptation Plan.

I. The Developer desires to respond to the City’s “Housing Crisis Emergency Declaration” (Resolution No. 2020-66) by providing new affordable housing units to create safe, decent, and affordable housing opportunities for all members of the City.

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

K. The Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Developer because it provides assurances to the Developer that it will have the ability to develop the Property in accordance with the Concept Plan as set forth herein.

L. The City and Developer acknowledge that this Agreement is a development agreement pursuant to the provision 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 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, including the attached Exhibits, 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:

- 2.1. “**Certificate of Occupancy**” shall mean a document issued by an authorized City official setting forth that a building or structure legally complies with the City’s building codes, the Flagstaff Zoning Code, and other pertinent state and local requirements, and that the same may be used for the purpose(s) therein.
- 2.2. “**City**” shall mean and refer to the City of Flagstaff, an Arizona municipal corporation, and any successor public body or entity.

- 2.3. “**Developer**” shall mean and refer to VP 66 and Woody Mountain LLC, Limited Liability Company (LLC), and any successor-in-interest or assignee of VP 66 and Woody Mountain, LLC, as contemplated pursuant to Section 9.14.
- 2.4. “**Project**” shall mean and refer to the development of the Property for the uses, intensities, and densities currently shown and described in Concept Rezone Plan Application No. PZ-20-00153 and the Concept Plan attached hereto as *Exhibit “B”*, and further described in the Project Narrative attached here to as Exhibit \_\_\_\_, this Agreement, and Ordinance \_\_.

### 3. ENTITLEMENTS

- 3.1. Zoning Map Amendment. Developer hereby agrees to be subject to all the terms, conditions, and stipulations of the rezoning ordinance for PZ-20-00153 (City Ordinance No. 2021-\_\_) and Concept Plan (PZ-20-00153), including any approved development standard, engineering, or other modification(s) (collectively, the “Entitlements”). In addition to the provisions for reversion set forth in Ordinance [REDACTED] and the Flagstaff City Code, the Developer’s failure to obtain Certificate of Occupancy for the entirety of the Project within five (5) years of the effective date of the rezoning ordinance shall entitle the City, in its sole discretion, to conduct a public hearing for the purpose of reverting the Medium Density Residential zoning on the Property to its former zoning classification of Rural Residential (RR), in accordance with Arizona Revised Statutes § 9-462.01.
- 3.2. Zoning. Developer intends to develop the Property for use as a medium-density multi-family residential community. The Property is currently zoned Rural Residential, Resource Protection Overlay (RR RPO) zone. The Developer is requesting a Rezone to Medium Density Residential, Resource Protection Overlay (MR RPO) zone in Concept Rezone Plan Application No. PZ-20-00153.
- 3.3. Development Standards. For a period of five (5) years from the Effective Date, development of the Property, as well as the requirements for Improvements, will be governed by the Flagstaff Zoning Code, ordinances, regulations, rules, guidelines, and standards in effect on the Effective Date. For any development application(s) made after five (5) years from the Effective Date, the codes, ordinances, regulations, rules, guidelines, and standards in effect at the time of application shall apply. Regardless of the time of development, current City Engineering Standards, Building Code, Fire Code and other Code provisions, regulations, rules and guidelines shall apply to the Project.

### 4. DEVELOPMENT PLAN

- 4.1. Scope of Development. The City and the Developer hereby acknowledge that the City of Flagstaff Development Review Staff approved, subject to conditions, the Concept Plan for the Project on \_\_\_\_\_, attached hereto as *Exhibit “B”*. The Project is further conditioned by rezoning Ordinance, the Project Narrative, \_\_\_\_ and this Agreement. The Project consists of approximately 202 multi-family residential dwelling units, with a

maximum of 208 dwelling units and a minimum of 199 dwelling units. The Project will consist of a mix of 1, 2, and 3-bedroom dwelling units; twenty-five percent (25%) 3-bedroom dwelling units, twenty-five percent (25%) 2-bedroom dwelling units, and fifty percent (50%) 1 dwelling bedroom units. The unit mix may change by ten percent (10%) based on Site Plan approval. No building or structure shall exceed two (2) stories and thirty-five (35) feet in height.

- 4.2. Open Space/Common Area. The Project shall provide approximately 5.66 acres of open space and common area, including two (2) centrally located active open spaces/common areas (referred to as North Common and South Common) and other passive open spaces/common areas throughout the Project, as shown on the Concept Plan.
- 4.3. Public-Civic Space. The Project shall provide approximately 1.2 acres of public-civic space designed as an amphitheater for use as a public gathering space with a maximum depth of three feet from grade, adjacent to Woody Mountain Road, as shown on the Concept Plan.

## 5. DEVELOPER OBLIGATIONS

- 5.1. Off-Site Sewer Modifications. If Developer develops the Project, then Developer shall be responsible to construct offsite sewer improvements as shown in the Water and Sewer Impact Analysis for Aspen Heights dated December 20, 2013 (the “WSIA”), as more particularly described on *Exhibit “E”* (the “**Sewer Improvements**”) and *Exhibit “C”*. The drawings for the required sewer improvements were approved by the City of Flagstaff on 12/20/2019. The drawings are entitled “Kit Carson to Kaibab Lane Sewer Main Improvement Project, #WW3457. The Sewer Improvements must be completed and accepted by the City prior to the issuance of the first Certificate of Occupancy for the Project. The Sewer Improvements shall be designed and built in accordance with the City Engineering Standards and ADEQ requirements.
- 5.2. Construction of General Off-Site Roadway Improvements. If Developer develops the Project, then the Developer shall be responsible for the following Off-Site Roadway Improvements (the “**Off-Site Roadway Improvements**”) as shown in the Traffic Impact Analysis dated December 21, 2020 (the “TIA”), as more particularly described in Exhibit H:
  - 5.2.1. Dedication of any necessary right(s)-of-way and easement(s) and construction of Off-Site Roadway Improvements along the Property’s Woody Mountain Road frontage in accordance with Woody Mountain Road—Typical Section 1, Typical Section 2, and Typical Section 3 as shown on Concept Plan Sheets 23 and 24, attached hereto as *Exhibit “G”*.
  - 5.2.2. Dedication of right-of-way for a total of one-hundred two (102) feet of right-of-way to accommodate a future roundabout at the intersection of Woody Mountain Road and the McAllister Ranch Road alignment in accordance with the Concept

Plan (plan sheets 23 and 24), prior to civil plan approval. The aforementioned dedication of right(s)-of-way and/or easement(s) which results in any nonconformity (e.g., building setback, landscape buffer, density, lot coverage, Resource Protection Overlay) of the Project or Property, the City shall consider the remainder of the Project or Property to be legal non-conforming.

- 5.2.3. A new southbound right-turn lane at the intersection of Woody Mountain Road and Patio Del Presidio, constructed to City standards and dimensioned per the approved TIA or as otherwise approved by the City.
- 5.2.4. A new northbound left-turn lane, at the intersection of Woody Mountain Road and Patio Del Presidio, constructed to City standards and dimensioned per the approved TIA or as otherwise approved by the City.
- 5.2.5. The Transportation Engineering Program has reviewed the submitted TIA sealed 12-21-2020, which is hereby approved with the following conditions:

1. The report indicates that a traffic signal, located at the intersection Woody Mountain Road and Route 66 is warranted in the future. The developer is obligated to pay to the City a proportional share contribution for the cost of the signal, based on the percentage of Peak Hour traffic volumes from the development, compared to the projected Total Traffic Volumes, and the estimated cost of the signal. Within the appendices of the report, there is a calculation that estimates Sky Cottages peak hour volumes will be approximately 6% of the total volume at opening year (2022). The estimated cost of the traffic signal and appurtenances is equal to \$400,000. Therefore, the developer shall pay a proportional share of: Estimated cost of the signal (\$400,000.00) times Sky Cottages peak hour traffic volumes (6%) = \$24,000.00.

5.3. Sustainability. Developer agrees to incorporate sustainable practices to help implement the strategies and goals of the City Climate Action and Adaptation Plan, including helping to reduce greenhouse gas emissions and contributing to the City's neighborhoods and resources being more resilient to climate change impacts.

5.3.1. Materials Management. Developer agrees to incorporate infrastructure to support recycling activities on-site in order to help divert waste materials from landfills. This includes providing recycling receptacles within each dwelling unit, and recycling dumpsters immediately next to those dedicated for trash and/or recycling/trash valet pick-up service. Any area(s) dedicated for recycling/trash dumpsters should be properly signed with information on items accepted in each stream. Developer agrees to work with the City's Sustainability Section to utilize best practices in diverting debris produced in the construction of the development. Following construction, Developer will work with the City's Sustainability Section to ensure that the property management of the Project utilizes

best-practices in communicating proper recycling protocol to tenants and obtains from the Sustainability Section resources available at no cost to assist in this communication.

5.3.2. Mobility. Developer agrees to contract with Envoy, LLC, a technology startup, for a minimum of three (3) years to provide two (2) on-demand electric vehicles on the Property for short-term rental use by qualified residents, as determined by the Developer and/or property management. Should Envoy, LLC cease operation, fail to provide on-demand electric vehicles on the Property, or otherwise default under the contract with the Developer, the Developer shall no longer be obligated to provide on-demand electric vehicles on the Property. Electric vehicles support the City's Climate Action and Adaptation Plan through the use of clean, energy-efficient vehicles.

5.3.3. Electrical Vehicle Charging. Developer shall provide and maintain three (3) Level 2 electric vehicle charging stations for the term of the Agreement, or until such technology is no longer relevant or alternative technology is preferred, as determined by the City's Sustainability Manager.

5.3.4. Bicycle Parking. Developer shall provide no less than the following bicycle parking:

- (a) Interior secured bicycle parking – 60 spots
- (b) Covered secured bicycle parking – 60 spots
- (c) Exterior Racks, uncovered, unsecured bicycle parking – 60 spots
- (d) Total Provided – 180 Bicycle Parking Spaces (interior, covered, and exterior).

5.3.5. Smart Home Automation. Developer shall include smart home climate control (thermostat) automation features within all dwelling units. Conformance with the smart home climate control units shall be stated on the building permit application.

5.3.6. Solar. Developer shall equip a minimum of twenty (20) of the 3-bedroom units with solar panels. Conformance with the solar units shall be stated on the building permit application.

5.3.7 Electrified Units. All units within the development shall be constructed and equipped for electricity. No natural gas lines will be installed within the development and no natural gas appliances will be incorporated into the units.

5.3.8 Pollinator Friendly Landscaping. The final landscaping plan for the development shall include a meaningful amount of plant species in support of the Mayor's Monarch Pledge, as part of a pollinator landscaping area.

5.3.9 Bus Stop. Developer shall construct a sheltered bus stop with a bench in/around the civic space in an area agreed upon by Developer, the City, and Mountain Line, at

such time when Mountain Line has fully funded and extended a bus route to the Property.

5.3.10 Electric Bicycles. Developer agrees to provide two (2) electric bicycles for short-term rental use by qualified residents, as determined by the Developer and/or property management, for a minimum of three (3) years. Electric bicycles support the City's Climate Action and Adaptation Plan through the use of alternative modes of transportation.

#### 5.4. Rental / Management.

5.4.1 No unit shall have more than one lease. "Renting by the room" shall be prohibited.

5.4.2 Any direct or indirect sublease, assignment, transfer, or other obligation of a tenant shall be prohibited.

5.4.3 No lease or rental agreement shall be for a period of less than twelve (12) months.

5.4.4 All lease or rental agreements shall include an eviction addendum. In the event a tenant violates the lease or rental agreement or eviction addendum, or if any violation of the lease or rental agreement or eviction addendum occurs within the tenant's area of control or if the tenant's family, guest or agent violates the lease or rental agreement, such violation shall constitute a violation of the lease or rental agreement, and the lease or rental agreement may be immediately terminated by the Developer.

5.4.5 Developer shall provide annual training to property management for the purposes of managing, operating, and/or maintaining Project.

5.5. Crime Free Multi Housing Plan. Developer agrees to participate in the City Crime-Free Multi-Housing Program and agrees to have the Crime Free Multi Housing Plan approved by the City Police Department prior to a Certificate of Occupancy.

5.6. Lighting Plan. Sky Cottages is subject to the requirements set forth in Section 10-50.70 of the City Zoning Ordinance with respect to lighting. The provisions of this Section are required by the City in order to create certain Dark Sky Standards that will apply to all of the real property within Sky Cottages. Developer agrees to additional lighting standards as set forth in *Exhibit "F"*.

5.7. Permits and Building Fees. Developer agrees and understands that upon the submittal date of any application or permit, the current fees in effect at the time of submittal shall apply.

## 6. CITY OBLIGATIONS

6.1. Reimbursement by City. As permitted by City Code Section 7-08-001-0009, the City shall reimburse Developer for its out of pocket costs and expenses of the Sewer Improvements allocable to the Sewer Improvements to the extent the same are sized in excess of the diameter required by the Developer in connection with the Project itself (the “Upsizing”).

6.1.1. Reimbursement will be based on actual bids received for the line upsizing required by this development and the Developer will bear the cost of 100% percent of the total Improvements costs to install a 12-inch diameter sewer line; and (ii) the City will bear the cost of upsizing the line from a 12-inch diameter to a 18-inch and 21-inch diameter of the total Improvements Costs. The Developer will be required to obtain two bids, one for a 12-inch diameter sewer line and one for an 18-inch as shown on the construction plans. Improvements Costs shall include all hard and soft associated with the Sewer Improvements (including, without limitation, design and engineering costs).

6.2. Recapture Agreement. Provided that Developer complies with City Code Section 7-08-001-0005(A), the City hereby agrees to and shall enter into a reimbursement agreement with Developer.

6.3. Maintenance of Sewer Improvements. The City, at its sole cost and expense, shall be responsible for the maintenance, repair, and/or replacement of Sewer Improvements once completed and accepted by the City.

## 7. AFFORDABLE UNITS

- 7.1. Developer shall provide ten percent (10%) of the overall unit count (based on the current Concept Plan that would be 20 of 202 units) (the “**Affordable Units**”) as income-restricted rental units for households earning, on average, up to eighty percent (80%) of the Area Median Income (“**AMI**”), with no one household exceeding one hundred percent (100%) AMI, as defined by the United States Department of Housing and Urban Development (“**HUD**”), or its successors. Rental rates for the Affordable Units, including basic utilities, will be set at no more than thirty percent (30%) of the qualified tenant’s gross household income.
- 7.2. Additional eligibility criteria and other requirements are included in more detail in the Affordability Plan set forth in *Exhibit “D”*, attached hereto and incorporated by this reference. The Affordability Plan can be modified only with the express written consent of the Housing Director. Affordable Units must remain affordable as described above and subject to the Affordability Plan for thirty (30) years from the date the Affordable Units are placed into service.
- 7.3. Developer intends to use affordable housing incentives. At a ten percent (10%) contribution, Developer qualifies for one incentive under Section 10-30.20.040 of the Flagstaff Zoning Code. Nothing herein shall actually require Developer to proceed with the Project.

- 7.4. Developer's property manager shall not discriminate against an applicant's source of income and will accept HUD Housing Choice Vouchers and Veterans Affairs Supportive Housing ("VASH") Vouchers. No limits will be set on the number of vouchers accepted at the Project. Standards for applicant income shall be waived for voucher holders, as the rent affordability is reviewed and determined by the Flagstaff Housing Authority. Applicants that already possess a voucher will be placed in a market rate unit. Property management shall allow a tenant to break the lease on an Affordable Unit without penalty if awarded a Housing Choice Voucher or VASH Voucher, at which time the tenant may sign a new 12-month lease for market rate rent.

## **8. DEFAULT; REMEDIES**

- 8.1. Events Constituting Default. A party hereunder shall be deemed to be in default under this Agreement if such party 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; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, no default shall be deemed to exist if the party failing to perform commences a cure within such 30-day period and thereafter diligently and expeditiously pursues such cure to completion within sixty (60) days.
- 8.2. Dispute Resolution. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the City and the Developer or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the parties and any party shall be free to initiate litigation upon the conclusion of mediation.
- 8.3. Developer's Remedies. In the event that the 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 8.1 above, then, in that event, in addition to all other legal and equitable remedies which the Developer may have, the Developer may terminate this Agreement by written notice delivered to the City.
- 8.4. City's Remedies. In the event that the Developer is in default under this Agreement, and the Developer thereafter fails to cure any such default within the time period described in Section 6.1 above, then, in that event, in addition to all other legal and equitable remedies which the City.

- 8.5. Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, the Developer shall have no rights to develop the Property pursuant to this Agreement.
- 8.6. No Personal Liability. No current or former member, manager, officer, director, agent, representative, official, employee or other natural person of the City or Developer when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by the City or Developer, 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 the City or Developer, as applicable, under the terms of this Agreement.
- 8.7. Liability and Indemnification. Developer shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer, or nonperformance of this Agreement by the Developer.

## 9. GENERAL PROVISIONS

- 9.1. Effective Date and Term. This Agreement shall be effective (the "**Effective Date**") 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 thirty (30) years from such date.
- 9.2. Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally 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, Arizona 856001

To Developer:  
**VP 66 and Woody Mountain LLC**  
Sky Cottages at Timber Sky  
2502 East Camelback Road, Suite 214  
Phoenix, Arizona 85016

**Gammage & Burnham PLC**  
Lindsay C. Schube  
40 North Central Avenue, 20<sup>th</sup> Floor  
Phoenix, Arizona 85004

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 given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

- 9.3. Waiver. No delay in exercising any right or remedy 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.
- 9.4. 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.
- 9.5. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer 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. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.
- 9.6. 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 the City may apply to the Property, and this provision has no effect on them.

***Exhibit "A" Legal Description of Property***

***Exhibit "B" Approved Concept Plan***

***Exhibit "C" Sewer Improvements***

***Exhibit "D" Affordability Plan***

***Exhibit "E" Water and Sewer Impact Analysis for Aspen Heights dated December 20, 2013 (the "WSIA")***

***Exhibit "F" Lighting Plan***

***Exhibit "G" Concept Plan Sheets 23 and 24***

- 9.7. Amendment. 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. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

- 9.8. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
- 9.9. Governing Law. The 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, and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.
- 9.10. Recordation of Agreement and Subsequent Amendment; Cancellation. The 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 the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.
- 9.11. 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 Developer and the 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, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- 9.12. Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the 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.
- 9.13. Compliance with All Laws. Developer will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations and policies.
- 9.14. Successors and Assigns; Restriction on Assignment by Developer. The provisions of this Agreement shall inure to the benefit and be binding upon any successors and assigns of the parties hereto. Notwithstanding anything contained in the foregoing to the contrary, until completion of construction of the Project, the right of Developer to assign its rights, duties, and obligations under this Agreement shall be limited to the following:
- (a) Assignment made by the Developer in connection with obtaining financing and the exercise of lender remedies with respect thereto;
  - (b) An assignment of all rights and obligations of Developer under this Agreement to a real estate developer reasonably acceptable to and approved by the City; however, that if

Developer or a current principal of Developer retains an ownership interest and management control in such real estate developer, then, in that event, the City's prior approval shall not be required; or

- (c) An assignment by Developer of its rights under this Agreement to a corporation, partnership, joint venture, limited liability company, trust, or other legal entity which is controlled by, under common control with, or which controls Developer, or which is owned or controlled by a principal of Developer.

With the exception of those instances set forth in Section 9.14(a) and 9.14(c), or if the Developer retains an ownership and management interest as set forth in Section 9.14(b), above, the Developer shall not transfer or assign any part of its rights and/or obligations arising under this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. After the completion of construction of the Project, Developer may assign this Agreement to any purchaser without the City's consent (provided that the City is timely notified of such assignment). Notwithstanding anything contained in the foregoing to the contrary, no assignment of this Agreement or any specific rights, obligation, or duties of Developer under this Agreement shall release Developer, its successors, or assigns, from its obligations hereunder, unless specifically agreed to by the City.

- 9.15. Restriction on Assignment by City. The City shall not transfer or assign all or any part of its rights and obligations under this Agreement without the prior written consent of the Developer, which consent may not be unreasonably withheld, conditioned, or delayed.
- 9.16. Estoppel Certificate; Financing. Developer may request of the City Manager by providing written notice, and the City Manager shall, within sixty (60) calendar days respond in writing to Developer: (a) certifying that this Agreement is and in full force and effect; and (b) acknowledging that there are not, to City's knowledge, any uncured defaults on the part of Developer hereunder, or specifying such defaults if they are claimed.
- 9.17. Time of the Essence. Time is of the essence in implementing the terms of this Agreement.

## 10. WAIVER OF CLAIM FOR DIMINUTION IN VALUE

Developer hereby waives and fully releases any and all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138 (the "Act"), in connection with the application of the City's existing land use laws and including Ordinance Number 2021- [REDACTED] 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. Developer agrees to

indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses, and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws, including Ordinance Number 2021-\_\_\_, upon the Property.

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

**City of Flagstaff**

**VP 66 and Woody Mountain LLC**, a(n)  
**Arizona Limited Liability Company.**

\_\_\_\_\_  
, Mayor

By: \_\_\_\_\_

Attest:

Name: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Title: \_\_\_\_\_

Approved as to form and authority:

\_\_\_\_\_  
City Attorney

STATE OF ARIZONA            )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public, personally appeared \_\_\_\_\_, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that \_\_he executed the same on behalf of Flagstaff 4<sup>th</sup>, LLC, a Delaware limited liability company, for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

*Exhibit "A"*  
**Legal Description of Project**

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*Exhibit "B"*  
**Conceptual Plan & Project Narrative**

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*Exhibit "C"*  
**Sewer Improvements**

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**Exhibit “D”**  
**Affordability Plan**

Vintage Partners – Sky Cottages

This Affordability Plan is referenced in the development agreement between Developer and the City of Flagstaff, approved by Council through Resolution \_\_\_\_\_. This document can be modified only upon the express written agreement of the City’s Housing Director. The development is comprised of to 2028-unit multi-family units, in which 10% (rounded down to 20) of the units will be designated as rent restricted for the Affordable Housing Program (the “Program”). This document serves to detail the requirements set forth in Section \_\_\_\_ and is referred to as “Exhibit \_\_\_\_\_” of the Development Agreement. The Program will be run by the chosen property management company and overseen by the City of Flagstaff Housing Section.

- **Program Details** 20 of the up to 202 units will be designated as affordable. The affordable units shall be broken down as follows:

Unit Size	Affordable Units	Total in Project
1 bedroom	10	100
2 bedroom	5	51
3 bedroom	5	51

- The maximum monthly rental price will be based on tenant income; no greater than 30% of tenant’s income will be spent on rent and basic utilities.
- Rent amount is determined by subtracting the utility allowances for basic utilities (electricity, gas and water) from 30% of tenant’s monthly income.
- Property management shall use the most recent Flagstaff Housing Authority Board approved utility allowances (attached) for multi-family units. Utility Allowances are updated periodically by Flagstaff Housing Authority staff.
- The household income-level served by the Program shall average 80% AMI at the time rental, with no household earning greater than 100% AMI.
- Affordable units will be managed by the property management company and overseen by the City of Flagstaff Housing section.
- Lease terms will be twelve (12) months.
- Notice of recertification will be required no more than one hundred and twenty (120) days prior to lease expiration. Annual income recertification (including, any changes to household size and income) shall be collected by property management at lease renewal, if lease renewal is agreed upon by management and tenant, each in its sole discretion.

**Qualifications**

All applicants interested in an affordable unit will be required to fill out the standard application. The following information will be used to determine eligibility to lease an affordable unit:

**Household Size \* Student Status \* Income \* Assets \* Screening Process**

1. **Household Size.** A key component of the income qualifying process as shown on the income limits charted (attached), household size will be used to determine how many individuals will be residing in the unit, and how large of a unit the household requires.
2. **Student Status.** A household solely comprised of full-time students in most instances, will not qualify for the Program. Exceptions to this policy include:
  - The household consists of minor, dependent children in the legal custody of a student. Proof of custodial award may be required.
  - Household member participates in the Job Training Partnership Act (JTPA) program and can provide documentation and on-going participation.
  - Part-time students qualify as long as they are employed more than 25 hours a week and provide verification of part-time student status (9 hours or less per semester).
  - A household whose occupants are all considered full time students (more than 10 hours per semester) may qualify if the following criteria are met and verified:
    - To be eligible for the Program, full-time students living outside of their parents' or legal guardians' homes, must have established a separate household for at least one year prior to applying for the Program. Supporting evidence must be provided.
    - All occupants are employed a minimum of 25 hours per week.
    - All occupants have not been claimed as dependent on their parents', guardians', or other's tax payer's income tax return for the duration of the last two years. Supporting tax returns of the applicants must be provided.
3. **Income.** All applicants over the age of 18 that live in the affordable unit must provide income verification. A standardized income verification formula must be used. Information and/or documentation may include:
  - Front page of previous year's tax return
  - Last 6 weeks of pay stubs
  - Copies of awards, grants or scholarships
  - Proof of child support
  - Social Security award letter
  - Self-employed will be asked to provide last 2 year's tax returns and 1099s. etc.
  - Third party verifications (faxed, emailed, or mailed)
  - Other required income information as deemed necessary from the management based on information provided in the application.
4. **Assets.** Applicants will be asked to disclose total assets over \$5,000 or more.
5. **Screening Process.** Program applicants will be subject to the same background screening process as all other applicants. Unsatisfactory results from the screening process may lead to a denial if clarifying documentation cannot be provided.

### **Location of Units**

Commencing at issuance of Certificate of Occupancy, the project will have affordable units available for eligible Program tenants. The affordable units shall be scattered throughout the development to the extent feasible, however, the location of each affordable units does not have to be fixed. "Floating" units are permitted based on applicant requests and unit availability. Project owner has no obligation to make units available as affordable

units, even if an applicant qualifies for the Program, if the Developer has already leased the agreed upon number of affordable units.

### **Affordable Unit Reporting**

A property management company representing the Developer will monitor and administer the Program. The property management company will provide to the City of Flagstaff's Housing Section on a semi-annual basis the following information:

- Unit number and size of all required affordable units
- Name and household size of each household
- Gross household income of each household
- Monthly rental payment amount (less the utility allowance)
- Notes about the status of renewals or any other issues being reviewed by property management
- Status of each unit (vacant, occupied, lease renewal, etc.)
- Current waiting list and unit size requested
- Proof of active marketing of the affordable units (see Advertising below)

### **Recertification**

Annual income recertification shall occur at lease renewal. Notice of recertification for affordable units will be required no more than 90 days prior to lease expiration. Any changes to household size and income shall be reported at lease renewal. Appropriate changes to the unit size will be determined by property management in accordance with building codes and based on unit availability. If household income of an existing Program tenant exceeds 100% AMI, the tenant no longer qualifies for the unit and will be required to either vacate or sign a new lease at market rate pricing. Allowing long-time tenants the opportunity to earn more over time while remaining in the affordable units shall be offset by lower household incomes on new leases.

### **Advertising**

If affordable units are available for lease, it is required that property management notify Coconino County's Continuum of Care organization of vacant units. The current contact is Heather Marcy at Northland Family Help Center, [hmarcy@northlandfamily.org](mailto:hmarcy@northlandfamily.org). Current contact information for the Continuum of Care representatives can always be provided by City of Flagstaff Housing staff, as the City is an active member of the organization.

This outreach is in addition to advertising affordable units on the property's website and other common rental listing resources.

## **Definitions**

**Affordable Housing:** the national standard for housing affordability involves no greater than 1/3 of a household's gross income spent on rent or mortgage costs, including utilities.

**Area Median Income (AMI):** The median income of household income limits are determined by HUD and updated annually. The City of Flagstaff Housing Section will supply the property management company with HUDs updated income limits annually.

**Affordable Unit:** Any of the 20 designated units that house qualified applicants. The maximum monthly rental price for an affordable unit shall be no more than 30% of the qualifying household's monthly income.

**Household:** All the persons living in the unit more than 50% of the year. Household size is a key qualifying component for the Program. Building codes and Fair Housing standards shall be followed when placing a household of any size into a rent restricted unit.

**Household Income:** Total income received by all members of the household over the age of 18, including other forms of income based on information provided in the application. A standardized income calculation method shall be used.

**US Department of Housing & Urban Development (HUD):** Income limits for various federal housing programs are determined by HUD. 30%, 50%, 80% and 100% area median income categories are provided annually by HUD. The 60% income category is provided by Arizona Department of Housing (ADOH). The Affordable Housing Program referred to in this document is not federally run. See current income limit chart below for allowable incomes for the Program.

### 2020 Area Median Income Limits for Flagstaff

Household size	30%	50%	60%	80%	100%
1	\$15,800	\$26,350	\$31,620	\$42,150	\$52,700
2	\$18,050	\$30,100	\$36,120	\$48,150	\$60,200
3	\$20,300	\$33,850	\$40,620	\$54,150	\$67,700
4	\$22,550	\$37,600	\$45,120	\$60,150	\$75,200
5	\$24,400	\$40,650	\$48,780	\$65,000	\$81,300
6	\$26,200	\$43,650	\$52,380	\$69,800	\$87,300
7	\$28,000	\$46,650	\$55,980	\$74,600	\$93,300
8	\$29,800	\$49,650	\$59,580	\$79,400	\$99,300

Note: 30%, 50%, 80% and 100% income categories are provided by HUD. The 60% income category is provided by the Arizona Department of Housing.

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**Utility Allowance Schedule**  
See Public Reporting and Instructions on back.

**U.S Department of Housing and  
Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
exp. 7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

City of Flagstaff Housing Authority		Apartment					
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	\$19	\$21	\$26	\$35	\$42	\$49
	Bottled Gas	\$29	\$32	\$39	\$50	\$59	\$69
	Electric	\$39	\$48	\$87	\$116	\$155	\$194
	Electric – Heat Pump						
	Fuel Oil						
	Other						
Cooking	Natural Gas	\$2	\$3	\$5	\$6	\$10	\$13
	Bottled Gas	\$8	\$9	\$12	\$13	\$18	\$22
	Electric	\$5	\$6	\$10	\$15	\$20	\$25
	Other						
Other Electric		\$24	\$27	\$37	\$51	\$64	\$78
Air Conditioning							
Water Heating	Natural Gas	\$5	\$6	\$10	\$13	\$20	\$25
	Bottled Gas	\$12	\$13	\$18	\$22	\$31	\$38
	Electric	\$9	\$15	\$23	\$35	\$46	\$58
	Fuel Oil						
Water & Sewer		\$43	\$54	\$69	\$105	\$144	\$179
Trash Collection		\$20	\$20	\$20	\$20	\$20	\$20
Other – specify							
<b>Actual Family Allowances</b> – May be used by the family to compute allowance while searching for a unit.					<b>Utility/Service/Appliance</b>		<b>Allowance</b>
Head of Household Name					Heating		
					Cooking		
					Other Electric		
					Air Conditioning		
Unit Address					Water Heating		
					Water		
					Sewer		
					Trash Collection		
					Other		
Number of Bedrooms							
					Total		

*Exhibit "E"*  
*Water and Sewer Impact Analysis for Aspen Heights*  
*dated December 20, 2013 (the "WSIA")*

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***Exhibit “F”***  
**Lighting Plan**

The following lighting standards are targeted to set the highest dark sky protection standards for Sky Cottages as well as meet the quantified night sky brightness condition for mission requirements at the Naval Observatory Flagstaff Station at regional buildout, as detailed in the Coconino Joint Land Use Study (2019) and the NOFS Mission Compatibility Light Pollution Study (2017). The quantitative relationship between the standards below and those required by NOFS is described in a separate memo.

Lighting Standards. Sky Cottages is subject to the requirements set forth in Section 10-50.70 of the City Zoning Ordinance with respect to lighting. This Lighting Plan will apply to all of the real property within Sky Cottages and exceeds the requirements of the City Zoning Ordinance.

(a) Exterior lighting on all multi-family residential structures shall utilize fully shielded fixtures as required by the City Zoning Ordinance. Such figures allow no light to radiate above the horizontal.

(b) The total lumen output of all exterior lighting fixtures installed at Sky Cottages shall not exceed 180,000 lumens. All installed lighting is to be included toward this total, regardless of whether it is on motion-sensor or other types of controls that may turn the light off. The lumen output of each exterior lighting fixture is to be included toward this total as follows:

- i. The fixture lumen output for any lighting fixture mounted to the side of a building, or to the under surface of an overhang or canopy where the nearest open edge of the overhang or canopy is less than 5 feet from the fixture, shall be summed toward the total at 100 percent. Developer will provide this calculation as part of the Outdoor Lighting Permit Application.
- ii. The fixture lumen output for any lighting fixture mounted to the side of a building, or to the under surface of an overhang or canopy where the nearest open edge of the overhang or canopy is 5 feet or more from the fixture shall be summed toward the total after multiplying the fixture lumen output by 80 percent (x 0.80). Developer will provide this calculation as part of the Outdoor Lighting Permit Application.
- iii. The fixture lumen output for any lighting fixture mounted as in part i or ii above, but where all surfaces below the fixture and within 10 feet laterally have a Light Reflectance Value (LRV) of 15 or less shall be summed toward the total after multiplying the

fixture lumen output by an additional factor of 90 percent (x 0.90). Developer will provide this calculation as part of the Outdoor Lighting Permit Application.

- iv. The fixture lumen output for any lighting fixture not mounted to a building or overhang as described above (for example on a pole, bollard, or similar stand-alone structure) shall be summed toward the total after multiplying the fixture lumen output by 200 percent (x 2.0). Developer will provide this calculation as part of the Outdoor Lighting Permit Application.

(c) All outdoor lighting fixtures mounted to buildings will use either narrow-spectrum amber LED with peak wavelength between 589 and 595 nm, and full width to 50 percent peak spectral output no greater than 15 nm or equivalent, except for lighted entry monuments or other Class 1 lighting applications where color rendition is required.

(d) There shall be a maximum of one monument sign marking entryways to the project. The maximum size for this sign shall be 24 square feet, and they shall utilize "halo" illumination where the light source is mounted behind opaque channels, with the illumination visible only indirectly on the surface behind the channels. The spectrum for this illumination is not restricted. Lumen output for these signs is not included toward the total lumen output described under part b above.

(e) All outdoor lighting not mounted to a residence (for example streetlighting, parking area lighting, walkway lighting, common area lighting, etc.) shall use narrow-spectrum amber (NSA) LED exclusively. Such NSA LEDs must meet City of Flagstaff engineering standards for roadway lighting regarding spectral characteristics, i.e. with peak wavelength between 589 and 595 nm, and full width to 50 percent peak spectral output no greater than 15 nm.

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council

:

**Date:** 02/11/2021

**Meeting Date:** 02/16/2021



**TITLE:**

**Consideration and Adoption of Resolution No. 2021-07:** A resolution of the Flagstaff City Council, authorizing the execution of a development agreement between the City of Flagstaff and VP 66 and Woody Mountain LLC, for Sky Cottages at Timber Sky related to the development of approximately 23.08 acres of real property generally located at the northwest corner of Woody Mountain Road and McAllister Ranch Road and establishing an effective date.

**STAFF RECOMMENDED ACTION:**

- 1) Read Resolution No. 2021-07 by title only
- 2) City Clerk reads Resolution No. 2021-07 by title only (if approved above)
- 3) Adopt Resolution No.2021-07

**Executive Summary:**

State law allows the City to enter into development agreements with landowners and persons having an interest in real property in order to facilitate the development of the property. The Sky Cottages at Timber Sky development agreement is intended to facilitate the development of approximately 23.08 acres of land generally located at the northwest corner of Woody Mountain Road and McAllister Ranch Road. The applicant intends to develop the property for use as a medium-density, multi-family residential community. The property is currently zoned Rural Residential and the applicant is requesting to rezone the property to Medium Density Residential. The agreement covers the requested entitlements for the property, specifics of the development plan, developer obligations, City obligations, and affordable housing units.

**A PowerPoint presentation will be attached prior to the final agenda.**

**Financial Impact:**

There are no financial impacts associated with the Development Agreement.

**Policy Impact:**

There are no policy impacts affiliated with the Development Agreement.

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

**Priority Based Budget Key Community Priorities and Objectives**

**Safe & Healthy Community**

- Support social services, community partners, and housing opportunities

**Sustainable, Innovative Infrastructure**

- Facilitate and develop carbon-neutral energy opportunities

**Robust Resilient Economy**

- Support and strengthen a more robust, diverse, and sustainable economy in ways that reflect community values and provides for affordable housing opportunities

**Livable Community**

- Create a welcoming community through partnerships, resilient neighborhoods, and civic engagement  
Provide amenities and activities that support a healthy lifestyle
- Actively support attainable and affordable housing through City projects and opportunities with developers

**Regional Plan**

A complete analysis of the Regional Plan goals and policies can be found in the project narrative and Planning & Zoning Commission staff report dated December 31, 2020 attached to the Zoning Map Amendment staff summary.

**Has There Been Previous Council Decision on This:**

There has not been previous Council decision on this item.

**Options and Alternatives:**

The City Council may:

1. Approve the Sky Cottages at Timber Sky Development Agreement as presented.
2. Approve the Sky Cottages at Timber Sky Development Agreement with additional, modified, or deleted terms.
3. Remand the Sky Cottages at Timber Sky Development Agreement back to staff for additional negotiations with Vintage Partners, LLC.
4. Deny the Sky Cottages at Timber Sky Development Agreement.

**Background/History:**

The applicant, Vintage Partners, is requesting a Concept Zoning Map Amendment to rezone approximately 23.08 acres of an existing 37-acre parcel from the Rural Residential (RR) zone to the Medium Density Residential (MR) zone located at 2701 South Woody Mountain Road. This amendment would allow the development of a multi-family residential development consisting of between 199-208 dwelling units located within single and duplex bungalow and townhouse building types. The concept plan provided currently shows 202 units. The Property is currently undeveloped land with a grouping of ponderosa pine trees left after the 2006 Woody Fire burned this site. The property gently slopes away from Woody Mountain Road with no significant slope resources.

An applicant requesting an amendment to the Zoning Map may elect to pursue either a "Direct to Ordinance with a Site Plan" or "Authorization to Rezone with a Concept Zoning Plan" per Section 10-20.50.040.D of the Zoning Code. The Direct to Ordinance with a Site Plan process requires the applicant to submit fully developed site plans with all supporting information required for site plan review concurrently with the Zoning Map amendment application. Once the Zoning Map amendment is approved by the Council, then the applicant can proceed directly to the construction plan and building permit review. The Authorization to Rezone with a Concept Zoning Plan process allows the applicant to prepare a concept zoning plan and pursue site plan application after Council approves the Zoning Map Amendment. A Concept Zoning Plan should consist of a plan with proposed use(s), vicinity maps, context map, concept phasing, housing types if applicable and a proposed circulation map. This means that staff has not reviewed building heights, development standards, landscape plans, outdoor lighting plans, signage plans, or architectural design standards for this project in a detailed and cohesive manner. These reviews will only take place after the Zoning Map Amendment is approved. Staff does not typically encourage the use of Concept rezonings on site-specific developments such as Sky Cottages. Concept rezonings are best suited for large multi-phased developments such as Timber Sky or Canyon del Rio.

**Key Considerations:**

A draft development agreement, attached to this report, has been prepared and continues to be negotiated throughout the review of this project. The primary purpose of this agreement is to set out roles and responsibilities regarding the following (not limited to):

- Off-site sewer modifications
- Dedication of right-of-way for Woody Mountain Road and McAllister Ranch Road
- Southbound right-turn lane at Woody Mountain Road and Patio Del Presidio
- Northbound left-turn lane at Woody Mountain Road and Patio del Presidio
- A cash contribution for the traffic signalization at the intersection of Woody Mountain Road and Route 66
- Materials management plan for enhanced recycling
- All electric units (no natural gas)
- Two on-demand electric vehicles for use by qualified residents
- Three electrical vehicle charging stations
- Bicycle parking including: 60 interior secured spaces, 60 covered secured spaces, and 6 uncovered, unsecured spaces
- Smart home automations – climate control automation
- All electric units
- Solar panels on a minimum of 20 units
- Pollinator friendly landscaping
- Crime Free Multi-Housing plan
- Outdoor Lighting Plan exceeding Lighting Zone 1 Zoning Code requirements

**Community Benefits and Considerations:**

Community benefits and considerations related to this request are addressed in more detail in the Planning & Zoning Commission Staff Report, dated December 31, 2020 attached to the Zoning Map Amendment staff summary.

**Community Involvement:**

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with Arizona State Statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 1,000 feet (exceeding the minimum of 300 feet) of the site excluding rights-of-way. The developer held two virtual neighborhood meetings using the Zoom platform regarding this case on September 21 and October 5, 2020. Both meetings included a formal presentation followed by a question and answer session. Approximately 26 public members of the public attended the first meeting and approximately 22 members of the public attended the second meeting.

- 
- Attachments:**
- [Res. 2021-07](#)
  - [Development Agreement](#)
  - [DA Exhibit A](#)
  - [DA Exhibit B](#)
  - [DA Exhibit C](#)
  - [DA Exhibit E](#)
  - [DA Exhibit G](#)

**RESOLUTION NO. 2021-07**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND VP 66 AND WOODY MOUNTAIN LLC FOR THE SKY COTTAGES AT TIMBER SKY RELATED TO THE DEVELOPMENT OF APPROXIMATELY 23.08 ACRES OF REAL PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF WOODY MOUNTAIN ROAD AND MCALLISTER RANCH ROAD AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, VP 66 and Woody Mountain LLC (“Developer”) is the owner of approximately 23.08 acres of real property generally located at Woody Mountain Road (the “Property”); and

WHEREAS, VP 66 and Woody Mountain LLC has submitted a Concept Zoning Map Amendment for a medium density, multi-family residential development composed of approximately 202 dwelling units with associated amenities as described in the Concept Zoning Plan and Narrative: and

WHEREAS, Developer and the City wish to enter into a Development Agreement, in the form attached to this Resolution as Exhibit A (“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 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. The Development Agreement provides benefit to the City of Flagstaff.

SECTION 2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs and land use designations of the General Plan, any applicable specific plans, and the Zoning Code.

SECTION 3. The Development Agreement complies with the requirements of Arizona Revised Statutes § 9-500.05.

SECTION 4. That the City of Flagstaff be hereby authorized to enter into the Development Agreement in the form attached to this Resolution as Exhibit A.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Development Agreement and its related documents and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 6. That City Clerk be hereby directed to record a copy of the agreement with the Coconino County recorder no later than ten days after the development agreement is executed.

SECTION 7. This Resolution shall become effective thirty (30) days following adoption by the City Council

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of February 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Exhibits:  
Development Agreement

When recorded, mail to:

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

**DEVELOPMENT AGREEMENT**  
**between**  
**CITY OF FLAGSTAFF**  
**And**  
**VP 66 and Woody Mountain LLC**  
**FOR THE SKY COTTAGES AT TIMBER SKY**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Flagstaff, an Arizona municipal corporation (“**City**”) and VP 66 and Woody Mountain LLC a Limited Liability Corporation, authorized to do business in the State of Arizona (“**Developer**”). City and Developer may be referred to in this Agreement as “**Party**” in the singular, and collectively as the “**Parties.**”

**RECITALS**

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

B. Developer owns an approximately 23.08 gross acre parcel of land generally located at the northwest corner of Woody Mountain Road and the McAllister Ranch Road alignment, depicted and legally described in *Exhibit “A”* attached hereto (collectively the “**Property**”).

C. Developer intends to develop the Property for use as a medium-density multi-family residential community (the “**Project**”). The Property is currently zoned Rural Residential, Resource Protection Overlay (RR RPO) zone. The Developer is requesting a Rezone to Medium Density Residential, Resource Protection Overlay (MR RPO) zone in Concept Rezone Plan Application No. PZ-20-00153.

D. The Parties desire to enter into this Agreement in order, among other things, to facilitate development of the Property as depicted in the preliminary plan for the Project (the “**Concept Plan**”), a copy of which is attached as *Exhibit “B”*, and as set forth in this Agreement and in the Project Narrative, a copy of which is attached as *Exhibit “B”*, and as conditioned by Ordinance 2021-01.

G. This Agreement and the Project, described and conditioned as set forth in this Agreement, are consistent with the Flagstaff Regional Plan 2030 in effect on the Effective Date of this Agreement, as set forth below.

H. The Developer desires to comply with the strategies and goals of the City Climate Action and Adaptation Plan.

I. The Developer desires to respond to the City's "Housing Crisis Emergency Declaration" (Resolution No. 2020-66) by providing new affordable housing units to create safe, decent, and affordable housing opportunities for all members of the City.

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

K. The Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Developer because it provides assurances to the Developer that it will have the ability to develop the Property in accordance with the Concept Plan as set forth herein.

L. The City and Developer acknowledge that this Agreement is a development agreement pursuant to the provision 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 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, including the attached Exhibits, 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:

- 2.1. "**Certificate of Occupancy**" shall mean a document issued by an authorized City official setting forth that a building or structure legally complies with the City's building codes, the Flagstaff Zoning Code, and other pertinent state and local requirements, and that the same may be used for the purpose(s) therein.
- 2.2. "**City**" shall mean and refer to the City of Flagstaff, an Arizona municipal corporation, and any successor public body or entity.

- 2.3. “**Developer**” shall mean and refer to VP 66 and Woody Mountain LLC, Limited Liability Company (LLC), and any successor-in-interest or assignee of VP 66 and Woody Mountain, LLC, as contemplated pursuant to Section 9.14.
- 2.4. “**Project**” shall mean and refer to the development of the Property for the uses, intensities, and densities currently shown and described in Concept Rezone Plan Application No. PZ-20-00153 and the Concept Plan attached hereto as *Exhibit “B”*, and further described in the Project Narrative attached here to as *Exhibit “B”*, this Agreement, and Ordinance 2021-01.

### 3. ENTITLEMENTS

- 3.1. Zoning Map Amendment. Developer hereby agrees to be subject to all the terms, conditions, and stipulations of the rezoning ordinance for PZ-20-00153 (City Ordinance No. 2021-01) and Concept Plan (PZ-20-00153), including any approved development standard, engineering, or other modification(s) (collectively, the “Entitlements”). In addition to the provisions for reversion set forth in Ordinance No. 2021-01 and the Flagstaff City Code, the Developer’s failure to obtain Certificate of Occupancy for the entirety of the Project within five (5) years of the effective date of the rezoning ordinance shall entitle the City, in its sole discretion, to conduct a public hearing for the purpose of reverting the Medium Density Residential zoning on the Property to its former zoning classification of Rural Residential (RR), in accordance with Arizona Revised Statutes § 9-462.01.
- 3.2. Zoning. Developer intends to develop the Property for use as a medium-density multi-family residential community. The Property is currently zoned Rural Residential, Resource Protection Overlay (RR RPO) zone. The Developer is requesting a Rezone to Medium Density Residential, Resource Protection Overlay (MR RPO) zone in Concept Rezone Plan Application No. PZ-20-00153.
- 3.3. Development Standards. For a period of five (5) years from the Effective Date, development of the Property, as well as the requirements for Improvements, will be governed by the Flagstaff Zoning Code, ordinances, regulations, rules, guidelines, and standards in effect on the Effective Date. For any development application(s) made after five (5) years from the Effective Date, the codes, ordinances, regulations, rules, guidelines, and standards in effect at the time of application shall apply. Regardless of the time of development, current City Engineering Standards, Building Code, Fire Code and other Code provisions, regulations, rules and guidelines shall apply to the Project.

### 4. DEVELOPMENT PLAN

- 4.1. Scope of Development. The City and the Developer hereby acknowledge that the City of Flagstaff Development Review Staff approved, subject to conditions, the Concept Plan for the Project, attached hereto as *Exhibit “B”*. The Project is further conditioned by rezoning Ordinance, the Project Narrative, attached hereto as *Exhibit “B”*, and this

Agreement. The Project consists of approximately 202 multi-family residential dwelling units, with a maximum of 208 dwelling units and a minimum of 199 dwelling units. The Project will consist of a mix of 1, 2, and 3-bedroom dwelling units; twenty-five percent (25%) 3-bedroom dwelling units, twenty-five percent (25%) 2-bedroom dwelling units, and fifty percent (50%) 1 dwelling bedroom units. The unit mix may change by ten percent (10%) based on Site Plan approval. No building or structure shall exceed two (2) stories and thirty-five (35) feet in height.

- 4.2. Open Space/Common Area. The Project shall provide approximately 5.66 acres of open space and common area, including two (2) centrally located active open spaces/common areas (referred to as North Common and South Common) and other passive open spaces/common areas throughout the Project, as shown on the Concept Plan.
- 4.3. Public-Civic Space. The Project shall provide approximately 1.2 acres of public-civic space designed as an amphitheater for use as a public gathering space with a maximum depth of three feet from grade, adjacent to Woody Mountain Road, as shown on the Concept Plan.

## 5. DEVELOPER OBLIGATIONS

- 5.1. Off-Site Sewer Modifications. If Developer develops the Project, then Developer shall be responsible to construct offsite sewer improvements as shown in the Water and Sewer Impact Analysis for Aspen Heights dated December 20, 2013 (the “WSIA”), as more particularly described on *Exhibit “E”* (the “**Sewer Improvements**”) and *Exhibit “C”*. The drawings for the required sewer improvements were approved by the City of Flagstaff on 12/20/2019. The drawings are entitled “Kit Carson to Kaibab Lane Sewer Main Improvement Project, #WW3457. The Sewer Improvements must be completed and accepted by the City prior to the issuance of the first Certificate of Occupancy for the Project. The Sewer Improvements shall be designed and built in accordance with the City Engineering Standards and ADEQ requirements.
- 5.2. Construction of General Off-Site Roadway Improvements. If Developer develops the Project, then the Developer shall be responsible for the following Off-Site Roadway Improvements (the “**Off-Site Roadway Improvements**”) as shown in the Traffic Impact Analysis dated December 21, 2020 (the “TIA”), as more particularly described in Exhibit H:
  - 5.2.1. Dedication of any necessary right(s)-of-way and easement(s) and construction of Off-Site Roadway Improvements along the Property’s Woody Mountain Road frontage in accordance with Woody Mountain Road—Typical Section 1, Typical Section 2, and Typical Section 3 as shown on Concept Plan Sheets 23 and 24, attached hereto as *Exhibit “G”*.
  - 5.2.2. Dedication of right-of-way for a total of one-hundred two (102) feet of right-of-way to accommodate a future roundabout at the intersection of Woody Mountain

Road and the McAllister Ranch Road alignment in accordance with the Concept Plan (plan sheets 23 and 24), prior to civil plan approval. The aforementioned dedication of right(s)-of-way and/or easement(s) which results in any nonconformity (e.g., building setback, landscape buffer, density, lot coverage, Resource Protection Overlay) of the Project or Property, the City shall consider the remainder of the Project or Property to be legal non-conforming.

5.2.3. A new southbound right-turn lane at the intersection of Woody Mountain Road and Patio Del Presidio, constructed to City standards and dimensioned per the approved TIA or as otherwise approved by the City.

5.2.4. A new northbound left-turn lane, at the intersection of Woody Mountain Road and Patio Del Presidio, constructed to City standards and dimensioned per the approved TIA or as otherwise approved by the City.

5.2.5. The Transportation Engineering Program has reviewed the submitted TIA sealed 12-21-2020, which is hereby approved with the following conditions:

1. The report indicates that a traffic signal, located at the intersection Woody Mountain Road and Route 66 is warranted in the future. The developer is obligated to pay to the City a proportional share contribution for the cost of the signal, based on the percentage of Peak Hour traffic volumes from the development, compared to the projected Total Traffic Volumes, and the estimated cost of the signal. Within the appendices of the report, there is a calculation that estimates Sky Cottages peak hour volumes will be approximately 6% of the total volume at opening year (2022). The estimated cost of the traffic signal and appurtenances is equal to \$400,000. Therefore, the developer shall pay a proportional share of: Estimated cost of the signal (\$400,000.00) times Sky Cottages peak hour traffic volumes (6%) = \$24,000.00.

5.3. Sustainability. Developer agrees to incorporate sustainable practices to help implement the strategies and goals of the City Climate Action and Adaptation Plan, including helping to reduce greenhouse gas emissions and contributing to the City's neighborhoods and resources being more resilient to climate change impacts.

5.3.1. Materials Management. Developer agrees to incorporate infrastructure to support recycling activities on-site in order to help divert waste materials from landfills. This includes providing recycling receptacles within each dwelling unit, and recycling dumpsters immediately next to those dedicated for trash and/or recycling/trash valet pick-up service. Any area(s) dedicated for recycling/trash dumpsters should be properly signed with information on items accepted in each stream. Developer agrees to work with the City's Sustainability Section to utilize best practices in diverting debris produced in the construction of the development. Following construction, Developer will work with the City's Sustainability Section to ensure that the property management of the Project utilizes

best-practices in communicating proper recycling protocol to tenants and obtains from the Sustainability Section resources available at no cost to assist in this communication.

5.3.2. Mobility. Developer agrees to contract with Envoy, LLC, a technology startup, for a minimum of three (3) years to provide two (2) on-demand electric vehicles on the Property for short-term rental use by qualified residents, as determined by the Developer and/or property management. Should Envoy, LLC cease operation, fail to provide on-demand electric vehicles on the Property, or otherwise default under the contract with the Developer, the Developer shall no longer be obligated to provide on-demand electric vehicles on the Property. Electric vehicles support the City's Climate Action and Adaptation Plan through the use of clean, energy-efficient vehicles.

5.3.3. Electrical Vehicle Charging. Developer shall provide and maintain three (3) Level 2 electric vehicle charging stations for the term of the Agreement, or until such technology is no longer relevant or alternative technology is preferred, as determined by the City's Sustainability Manager.

5.3.4. Bicycle Parking. Developer shall provide no less than the following bicycle parking:

- (a) Interior secured bicycle parking – 60 spots
- (b) Covered secured bicycle parking – 60 spots
- (c) Exterior Racks, uncovered, unsecured bicycle parking – 60 spots
- (d) Total Provided – 180 Bicycle Parking Spaces (interior, covered, and exterior).

5.3.5. Smart Home Automation. Developer shall include smart home climate control (thermostat) automation features within all dwelling units. Conformance with the smart home climate control units shall be stated on the building permit application.

5.3.6. Solar. Developer shall equip a minimum of twenty (20) of the 3-bedroom units with solar panels. Conformance with the solar units shall be stated on the building permit application.

5.3.7 Electrified Units. All units within the development shall be constructed and equipped for electricity. No natural gas lines will be installed within the development and no natural gas appliances will be incorporated into the units.

5.3.8 Pollinator Friendly Landscaping. The final landscaping plan for the development shall include a meaningful amount of plant species in support of the Mayor's Monarch Pledge, as part of a pollinator landscaping area.

5.3.9 Bus Stop. Developer shall construct a sheltered bus stop with a bench in/around the civic space in an area agreed upon by Developer, the City, and Mountain Line, at

such time when Mountain Line has fully funded and extended a bus route to the Property.

5.3.10 Electric Bicycles. Developer agrees to provide two (2) electric bicycles for short-term rental use by qualified residents, as determined by the Developer and/or property management, for a minimum of three (3) years. Electric bicycles support the City's Climate Action and Adaptation Plan through the use of alternative modes of transportation.

5.4.10 Department of Energy / EPA. Units shall meet or exceed Department of Energy certification requirements, and Environmental Protection Agency indoor air-quality and WaterSense certification requirements.

#### 5.4. Rental / Management.

5.4.1 No unit shall have more than one lease. "Renting by the room" shall be prohibited.

5.4.2 Any direct or indirect sublease, assignment, transfer, or other obligation of a tenant shall be prohibited.

5.4.3 No lease or rental agreement shall be for a period of less than twelve (12) months.

5.4.4 All lease or rental agreements shall include an eviction addendum. In the event a tenant violates the lease or rental agreement or eviction addendum, or if any violation of the lease or rental agreement or eviction addendum occurs within the tenant's area of control or if the tenant's family, guest or agent violates the lease or rental agreement, such violation shall constitute a violation of the lease or rental agreement, and the lease or rental agreement may be immediately terminated by the Developer.

5.4.5 Developer shall provide annual training to property management for the purposes of managing, operating, and/or maintaining Project.

5.5. Crime Free Multi Housing Plan. Developer agrees to participate in the City Crime-Free Multi-Housing Program and agrees to have the Crime Free Multi Housing Plan approved by the City Police Department prior to a Certificate of Occupancy.

5.6. Lighting Plan. The Project shall comply with all applicable Zone 1 requirements in Section 10-50.070 of the City Zoning Ordinance, except that the total lumen output of all exterior light fixtures installed in the Project shall not exceed 180,000 lumens. The provisions of this Section are required by the City in order to create certain Dark Sky Standards that will apply to the Project. A Lighting Plan shall be approved by the Planning Director that exceeds the Zone 1 requirements in Section 10-50.070 prior to approval of the Site Plan application.

5.7. Permits and Building Fees. Developer agrees and understands that upon the submittal date of any application or permit, the current fees in effect at the time of submittal shall apply.

## 6. CITY OBLIGATIONS

6.1. Reimbursement by City. As permitted by City Code Section 7-08-001-0009, the City shall reimburse Developer for its out of pocket costs and expenses of the Sewer Improvements allocable to the Sewer Improvements to the extent the same are sized in excess of the diameter required by the Developer in connection with the Project itself (the “**Upsizing**”).

6.1.1. Reimbursement will be based on actual bids received for the line upsizing required by this development and the Developer will bear the cost of 100% percent of the total Improvements costs to install a 12-inch diameter sewer line; and (ii) the City will bear the cost of upsizing the line from a 12-inch diameter to a 18-inch and 21-inch diameter of the total Improvements Costs. The Developer will be required to obtain two bids, one for a 12-inch diameter sewer line and one for an 18-inch as shown on the construction plans. Improvements Costs shall include all hard and soft associated with the Sewer Improvements (including, without limitation, design and engineering costs).

6.2. Recapture Agreement. Provided that Developer complies with City Code Section 7-08-001-0005(A), the City hereby agrees to and shall enter into a reimbursement agreement with Developer.

6.3. Maintenance of Sewer Improvements. The City, at its sole cost and expense, shall be responsible for the maintenance, repair, and/or replacement of Sewer Improvements once completed and accepted by the City.

## 7. AFFORDABLE UNITS

- 7.1. Developer shall provide ten percent (10%) of the overall unit count (based on the current Concept Plan that would be 20 of 202 units) (the “**Affordable Units**”) as income-restricted rental units for households earning, on average, up to eighty percent (80%) of the Area Median Income (“**AMI**”), with no one household exceeding one hundred percent (100%) AMI, as defined by the United States Department of Housing and Urban Development (“**HUD**”), or its successors. Rental rates for the Affordable Units, including basic utilities, will be set at no more than thirty percent (30%) of the qualified tenant’s gross household income.
- 7.2. Additional eligibility criteria and other requirements are included in more detail in the Affordability Plan set forth in *Exhibit “D”*, attached hereto and incorporated by this reference. The Affordability Plan can be modified only with the express written consent of the Housing Director. Affordable Units must remain affordable as described above and subject to the Affordability Plan for thirty (30) years from the date the Affordable Units are placed into service.
- 7.3. Developer intends to use affordable housing incentives. At a ten percent (10%) contribution, Developer qualifies for one incentive under Section 10-30.20.040 of the Flagstaff Zoning Code. Nothing herein shall actually require Developer to proceed with the Project.
- 7.4. Developer’s property manager shall not discriminate against an applicant’s source of income and will accept HUD Housing Choice Vouchers and Veterans Affairs Supportive Housing (“**VASH**”) Vouchers. No limits will be set on the number of vouchers accepted at the Project. Standards for applicant income shall be waived for voucher holders, as the rent affordability is reviewed and determined by the Flagstaff Housing Authority. Applicants that already possess a voucher will be placed in a market rate unit. Property management shall allow a tenant to break the lease on an Affordable Unit without penalty if awarded a Housing Choice Voucher or VASH Voucher, at which time the tenant may sign a new 12-month lease for market rate rent.

## 8. DEFAULT; REMEDIES

- 8.1. Events Constituting Default. A party hereunder shall be deemed to be in default under this Agreement if such party 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; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, no default shall be deemed to exist if the party failing to perform commences a cure within such 30-day period and thereafter diligently and expeditiously pursues such cure to completion within sixty (60) days.

- 8.2. Dispute Resolution. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the City and the Developer or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the parties and any party shall be free to initiate litigation upon the conclusion of mediation.
- 8.3. Developer's Remedies. In the event that the 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 8.1 above, then, in that event, in addition to all other legal and equitable remedies which the Developer may have, the Developer may terminate this Agreement by written notice delivered to the City.
- 8.4. City's Remedies. In the event that the Developer is in default under this Agreement, and the Developer thereafter fails to cure any such default within the time period described in Section 6.1 above, then, in that event, in addition to all other legal and equitable remedies which the City.
- 8.5. Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, the Developer shall have no rights to develop the Property pursuant to this Agreement.
- 8.6. No Personal Liability. No current or former member, manager, officer, director, agent, representative, official, employee or other natural person of the City or Developer when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by the City or Developer, 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 the City or Developer, as applicable, under the terms of this Agreement.
- 8.7. Liability and Indemnification. Developer shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer, or nonperformance of this Agreement by the Developer.

## 9. GENERAL PROVISIONS

9.1. Effective Date and Term. This Agreement shall be effective (the “**Effective Date**”) 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 thirty (30) years from such date.

9.2. Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally 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, Arizona 856001

To Developer:  
**VP 66 and Woody Mountain LLC**  
Sky Cottages at Timber Sky  
2502 East Camelback Road, Suite 214  
Phoenix, Arizona 85016

**Gammage & Burnham PLC**  
Lindsay C. Schube  
40 North Central Avenue, 20<sup>th</sup> Floor  
Phoenix, Arizona 85004

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 given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

9.3. Waiver. No delay in exercising any right or remedy 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.

9.4. 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.

9.5. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer 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. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized

and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

- 9.6. 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 the City may apply to the Property, and this provision has no effect on them.

*Exhibit "A" Legal Description of Property*

*Exhibit "B" Approved Concept Plan & Project Narrative*

*Exhibit "C" Sewer Improvements*

*Exhibit "D" Affordability Plan*

*Exhibit "E" Water and Sewer Impact Analysis for Aspen Heights dated December 20, 2013 (the "WSIA")*

*Exhibit "G" Concept Plan Sheets 23 and 24*

- 9.7. Amendment. 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. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.
- 9.8. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
- 9.9. Governing Law. The 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, and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.
- 9.10. Recordation of Agreement and Subsequent Amendment; Cancellation. The 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 the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.
- 9.11. 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 Developer and the 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, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

- 9.12. Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the 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.
- 9.13. Compliance with All Laws. Developer will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations and policies.
- 9.14. Successors and Assigns; Restriction on Assignment by Developer. The provisions of this Agreement shall inure to the benefit and be binding upon any successors and assigns of the parties hereto. Notwithstanding anything contained in the foregoing to the contrary, until completion of construction of the Project, the right of Developer to assign its rights, duties, and obligations under this Agreement shall be limited to the following:
- (a) Assignment made by the Developer in connection with obtaining financing and the exercise of lender remedies with respect thereto;
  - (b) An assignment of all rights and obligations of Developer under this Agreement to a real estate developer reasonably acceptable to and approved by the City; however, that if Developer or a current principal of Developer retains an ownership interest and management control in such real estate developer, then, in that event, the City's prior approval shall not be required; or
  - (c) An assignment by Developer of its rights under this Agreement to a corporation, partnership, joint venture, limited liability company, trust, or other legal entity which is controlled by, under common control with, or which controls Developer, or which is owned or controlled by a principal of Developer.

With the exception of those instances set forth in Section 9.14(a) and 9.14(c), or if the Developer retains an ownership and management interest as set forth in Section 9.14(b), above, the Developer shall not transfer or assign any part of its rights and/or obligations arising under this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. After the completion of construction of the Project, Developer may assign this Agreement to any purchaser without the City's consent (provided that the City is timely notified of such assignment). Notwithstanding anything contained in the foregoing to the contrary, no assignment of this Agreement or any specific rights, obligation, or duties of Developer under this Agreement shall release Developer, its successors, or assigns, from its obligations hereunder, unless specifically agreed to by the City.

9.15. Restriction on Assignment by City. The City shall not transfer or assign all or any part of its rights and obligations under this Agreement without the prior written consent of the Developer, which consent may not be unreasonably withheld, conditioned, or delayed.

9.16. Estoppel Certificate; Financing. Developer may request of the City Manager by providing written notice, and the City Manager shall, within sixty (60) calendar days respond in writing to Developer: (a) certifying that this Agreement is and in full force and effect; and (b) acknowledging that there are not, to City's knowledge, any uncured defaults on the part of Developer hereunder, or specifying such defaults if they are claimed.

9.17. Time of the Essence. Time is of the essence in implementing the terms of this Agreement.

## **10. WAIVER OF CLAIM FOR DIMINUTION IN VALUE**

Developer hereby waives and fully releases any and all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138 (the "Act"), in connection with the application of the City's existing land use laws and including Ordinance Number 2021-01 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. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses, and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws, including Ordinance Number 2021-01, upon the Property.

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

**City of Flagstaff**

**VP 66 and Woody Mountain LLC**, a(n)  
**Arizona Limited Liability Company.**

\_\_\_\_\_  
, Mayor

By: \_\_\_\_\_

Attest:

Name: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Title: \_\_\_\_\_

Approved as to form and authority:

\_\_\_\_\_  
City Attorney

STATE OF ARIZONA            )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public, personally appeared \_\_\_\_\_, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that \_\_he executed the same on behalf of Flagstaff 4<sup>th</sup>, LLC, a Delaware limited liability company, for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

*Exhibit "A"*  
**Legal Description of Project**

*Exhibit "B"*  
**Approved Concept Plan & Project Narrative**

*Exhibit "C"*  
**Sewer Improvements**

**Exhibit “D”**  
**Affordability Plan**

Vintage Partners – Sky Cottages

This Affordability Plan is referenced in the development agreement between Developer and the City of Flagstaff, approved by Council through Resolution \_\_\_\_\_. This document can be modified only upon the express written agreement of the City’s Housing Director. The development is comprised of to 2028-unit multi-family units, in which 10% (rounded down to 20) of the units will be designated as rent restricted for the Affordable Housing Program (the “Program”). This document serves to detail the requirements set forth in Section \_\_\_\_\_ and is referred to as “Exhibit \_\_\_\_\_” of the Development Agreement. The Program will be run by the chosen property management company and overseen by the City of Flagstaff Housing Section.

- **Program Details** 20 of the up to 202 units will be designated as affordable. The affordable units shall be broken down as follows:

Unit Size	Affordable Units	Total in Project
1 bedroom	10	100
2 bedroom	5	51
3 bedroom	5	51

- The maximum monthly rental price will be based on tenant income; no greater than 30% of tenant’s income will be spent on rent and basic utilities.
- Rent amount is determined by subtracting the utility allowances for basic utilities (electricity, gas and water) from 30% of tenant’s monthly income.
- Property management shall use the most recent Flagstaff Housing Authority Board approved utility allowances (attached) for multi-family units. Utility Allowances are updated periodically by Flagstaff Housing Authority staff.
- The household income-level served by the Program shall average 80% AMI at the time rental, with no household earning greater than 100% AMI.
- Affordable units will be managed by the property management company and overseen by the City of Flagstaff Housing section.
- Lease terms will be twelve (12) months.
- Notice of recertification will be required no more than one hundred and twenty (120) days prior to lease expiration. Annual income recertification (including, any changes to household size and income) shall be collected by property management at lease renewal, if lease renewal is agreed upon by management and tenant, each in its sole discretion.

**Qualifications**

All applicants interested in an affordable unit will be required to fill out the standard application. The following information will be used to determine eligibility to lease an affordable unit:

**Household Size \* Student Status \* Income \* Assets \* Screening Process**

1. **Household Size.** A key component of the income qualifying process as shown on the income limits charted (attached), household size will be used to determine how many individuals will be residing in the unit, and how large of a unit the household requires.
2. **Student Status.** A household solely comprised of full-time students in most instances, will not qualify for the Program. Exceptions to this policy include:
  - The household consists of minor, dependent children in the legal custody of a student. Proof of custodial award may be required.
  - Household member participates in the Job Training Partnership Act (JTPA) program and can provide documentation and on-going participation.
  - Part-time students qualify as long as they are employed more than 25 hours a week and provide verification of part-time student status (9 hours or less per semester).
  - A household whose occupants are all considered full time students (more than 10 hours per semester) may qualify if the following criteria are met and verified:
    - To be eligible for the Program, full-time students living outside of their parents' or legal guardians' homes, must have established a separate household for at least one year prior to applying for the Program. Supporting evidence must be provided.
    - All occupants are employed a minimum of 25 hours per week.
    - All occupants have not been claimed as dependent on their parents', guardians', or other's tax payer's income tax return for the duration of the last two years. Supporting tax returns of the applicants must be provided.
3. **Income.** All applicants over the age of 18 that live in the affordable unit must provide income verification. A standardized income verification formula must be used. Information and/or documentation may include:
  - Front page of previous year's tax return
  - Last 6 weeks of pay stubs
  - Copies of awards, grants or scholarships
  - Proof of child support
  - Social Security award letter
  - Self-employed will be asked to provide last 2 year's tax returns and 1099s. etc.
  - Third party verifications (faxed, emailed, or mailed)
  - Other required income information as deemed necessary from the management based on information provided in the application.
4. **Assets.** Applicants will be asked to disclose total assets over \$5,000 or more.
5. **Screening Process.** Program applicants will be subject to the same background screening process as all other applicants. Unsatisfactory results from the screening process may lead to a denial if clarifying documentation cannot be provided.

### **Location of Units**

Commencing at issuance of Certificate of Occupancy, the project will have affordable units available for eligible Program tenants. The affordable units shall be scattered throughout the development to the extent feasible, however, the location of each affordable units does not have to be fixed. "Floating" units are permitted based on applicant requests and unit availability. Project owner has no obligation to make units available as affordable

units, even if an applicant qualifies for the Program, if the Developer has already leased the agreed upon number of affordable units.

### **Affordable Unit Reporting**

A property management company representing the Developer will monitor and administer the Program. The property management company will provide to the City of Flagstaff's Housing Section on a semi-annual basis the following information:

- Unit number and size of all required affordable units
- Name and household size of each household
- Gross household income of each household
- Monthly rental payment amount (less the utility allowance)
- Notes about the status of renewals or any other issues being reviewed by property management
- Status of each unit (vacant, occupied, lease renewal, etc.)
- Current waiting list and unit size requested
- Proof of active marketing of the affordable units (see Advertising below)

### **Recertification**

Annual income recertification shall occur at lease renewal. Notice of recertification for affordable units will be required no more than 90 days prior to lease expiration. Any changes to household size and income shall be reported at lease renewal. Appropriate changes to the unit size will be determined by property management in accordance with building codes and based on unit availability. If household income of an existing Program tenant exceeds 100% AMI, the tenant no longer qualifies for the unit and will be required to either vacate or sign a new lease at market rate pricing. Allowing long-time tenants the opportunity to earn more over time while remaining in the affordable units shall be offset by lower household incomes on new leases.

### **Advertising**

If affordable units are available for lease, it is required that property management notify Coconino County's Continuum of Care organization of vacant units. The current contact is Heather Marcy at Northland Family Help Center, [hmarcy@northlandfamily.org](mailto:hmarcy@northlandfamily.org). Current contact information for the Continuum of Care representatives can always be provided by City of Flagstaff Housing staff, as the City is an active member of the organization.

This outreach is in addition to advertising affordable units on the property's website and other common rental listing resources.

## **Definitions**

**Affordable Housing:** the national standard for housing affordability involves no greater than 1/3 of a household's gross income spent on rent or mortgage costs, including utilities.

**Area Median Income (AMI):** The median income of household income limits are determined by HUD and updated annually. The City of Flagstaff Housing Section will supply the property management company with HUDs updated income limits annually.

**Affordable Unit:** Any of the 20 designated units that house qualified applicants. The maximum monthly rental price for an affordable unit shall be no more than 30% of the qualifying household's monthly income.

**Household:** All the persons living in the unit more than 50% of the year. Household size is a key qualifying component for the Program. Building codes and Fair Housing standards shall be followed when placing a household of any size into a rent restricted unit.

**Household Income:** Total income received by all members of the household over the age of 18, including other forms of income based on information provided in the application. A standardized income calculation method shall be used.

**US Department of Housing & Urban Development (HUD):** Income limits for various federal housing programs are determined by HUD. 30%, 50%, 80% and 100% area median income categories are provided annually by HUD. The 60% income category is provided by Arizona Department of Housing (ADOH). The Affordable Housing Program referred to in this document is not federally run. See current income limit chart below for allowable incomes for the Program.

### 2020 Area Median Income Limits for Flagstaff

Household size	30%	50%	60%	80%	100%
1	\$15,800	\$26,350	\$31,620	\$42,150	\$52,700
2	\$18,050	\$30,100	\$36,120	\$48,150	\$60,200
3	\$20,300	\$33,850	\$40,620	\$54,150	\$67,700
4	\$22,550	\$37,600	\$45,120	\$60,150	\$75,200
5	\$24,400	\$40,650	\$48,780	\$65,000	\$81,300
6	\$26,200	\$43,650	\$52,380	\$69,800	\$87,300
7	\$28,000	\$46,650	\$55,980	\$74,600	\$93,300
8	\$29,800	\$49,650	\$59,580	\$79,400	\$99,300

Note: 30%, 50%, 80% and 100% income categories are provided by HUD. The 60% income category is provided by the Arizona Department of Housing.

**Utility Allowance Schedule**  
See Public Reporting and Instructions on back.

**U.S Department of Housing and  
Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
exp. 7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

City of Flagstaff Housing Authority		Apartment					
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	\$19	\$21	\$26	\$35	\$42	\$49
	Bottled Gas	\$29	\$32	\$39	\$50	\$59	\$69
	Electric	\$39	\$48	\$87	\$116	\$155	\$194
	Electric – Heat Pump						
	Fuel Oil						
	Other						
Cooking	Natural Gas	\$2	\$3	\$5	\$6	\$10	\$13
	Bottled Gas	\$8	\$9	\$12	\$13	\$18	\$22
	Electric	\$5	\$6	\$10	\$15	\$20	\$25
	Other						
Other Electric		\$24	\$27	\$37	\$51	\$64	\$78
Air Conditioning							
Water Heating	Natural Gas	\$5	\$6	\$10	\$13	\$20	\$25
	Bottled Gas	\$12	\$13	\$18	\$22	\$31	\$38
	Electric	\$9	\$15	\$23	\$35	\$46	\$58
	Fuel Oil						
Water & Sewer		\$43	\$54	\$69	\$105	\$144	\$179
Trash Collection		\$20	\$20	\$20	\$20	\$20	\$20
Other – specify							
<b>Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.</b>					<b>Utility/Service/Appliance</b>		<b>Allowance</b>
Head of Household Name					Heating		
					Cooking		
					Other Electric		
Unit Address					Air Conditioning		
					Water Heating		
					Water		
					Sewer		
Number of Bedrooms					Trash Collection		
					Other		
					Total		

*Exhibit "E"*  
*Water and Sewer Impact Analysis for Aspen Heights*  
*dated December 20, 2013 (the "WSIA")*

Exhibit "A"

LEGAL DESCRIPTION

APN: 112-01-019

EXHIBIT 'A'

A portion of that parcel of land as described in Instrument Number 3770238, Official Records of Coconino County (herein referred to as R1), lying within Section 9, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northwest corner of said parcel, from which a point on the west line of said parcel bears South 00°42'05" West, 1107.36 feet (Basis of Bearing, R1);

Thence along said west line, South 00°42'05" West, 798.35 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said west line, South 00°42'05" West, 309.01 feet;

Thence South 43°42'33" West, 785.53 feet to a point on the northerly Right-of-Way line of McAllister Ranch Road as shown on Instrument Number 3810031, Official Records of Coconino County (herein referred to as R2);

Thence along said Right-of-Way line, South 54°55'29" East, 708.84 feet (South 54°54'34" East, 708.72 per R2) to the beginning of a non-tangent curve concave to the southeast, having a radius of 93.00 feet and being subtended by a chord which bears North 66°57'32" East, 98.24 feet;

Thence leaving said Right-of-Way line, and northeasterly along said curve, 103.50 feet through a central angle of 63°45'51" to a point on the westerly Right-of-Way line of South Woody Mountain Road, and the beginning of a non-tangent curve concave to the northwest, having a radius of 5679.58 feet and being subtended by a chord which bears North 40°18'29" East 108.64 feet;

Thence along said Right-of-Way line, and northeasterly along said curve, 108.64 feet through a central angle of 1°05'46";

Thence continuing along said Right-of-Way line, North 39°45'36" East, 350.46 feet;

Thence South 50°13'40" East, 50.01 feet to a point in the centerline of said South Woody Mountain Road;

Thence continuing along said centerline, North 40°18'19" East, 261.46 feet to the beginning of a tangent curve concave to the west having a radius of 716.20 feet

Thence continuing along said centerline, and northerly along said curve, 508.05 feet through a central angle of 40°38'37";

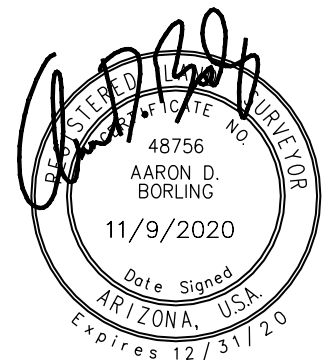
Thence continuing along said centerline, North 00°20'18" West, 256.93 feet;

Thence leaving said centerline, North 89°53'03" West, 794.41 feet to the **TRUE POINT OF BEGINNING**.

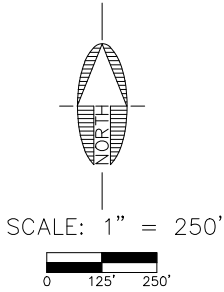
Containing 23.08 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, AZ.



# EXHIBIT 'B'



POINT OF COMMENCEMENT

W. ROUTE 66

N 85°16'49" W 782.95'

WOODY MTN. CAMPGROUND

REMAINDER AREA  
13.86 AC

BASIS OF BEARING

S 0°42'05" W 798.35'

N 0°20'18" W 735.49'

S. WOODY MOUNTAIN RD.

POINT OF BEGINNING

N 89°53'02" W 794.41'

TIMBER SKY  
INST. #3810031

S 0°42'05" W  
309.01'

N 0°20'18" W  
256.93'

SUBJECT PARCEL  
APN: 113-28-003D

AREA DESCRIBED  
23.08 AC

S 43°42'33" W 785.53'

Δ=40°38'36"  
L=508.05, R=716.20

S 50°13'40" E 50.01'

PRESIDIO IN THE PINES  
CASE 9, MAP 72

L=103.50, R=93.00  
Δ=63°45'51"

W. McALLISTER RANCH RD.  
S 54°55'29" E 708.84'

N 39°45'36" E  
350.46'

L=108.64, R=5679.58  
Δ=1°05'46"

TIMBER SKY  
TRACT 'ZZ'



Shephard Wesnitzer, Inc.

110 W. Dale Avenue  
Flagstaff, AZ 86001  
928.773.0354  
928.774.8934 fax  
www.swiaz.com

JOB NO.	19188
DATE	NOV 20
SCALE	1"=250'
DRAWN	CNP
DESIGN	
CHECKED	ADB

SKY COTTAGES

FLAGSTAFF  
ARIZONA

LEGAL EXHIBIT

SHEET

2

OF 2

# Exhibit "B"

# CONCEPT ZONE PLAN FOR SKY COTTAGES FLAGSTAFF, ARIZONA

LOCATED IN SECTION 19, TOWNSHIP 21 NORTH,  
RANGE 7 EAST, GILA AND SALT BASE AND  
MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

**PROJECT OWNER:**

VINTAGE PARTNERS 2.0, LLC.  
CONTACT: TIM KRUGE  
2502 E. CAMELBACK ROAD, STE. 214  
PHOENIX, AZ 85016  
(480) 305-4312

**PROJECT DEVELOPER:**

VP 66 & WOODY MOUNTAIN, LLC.  
CONTACT: WALTER CRUTCHFIELD  
2502 E. CAMELBACK ROAD, STE. 214  
PHOENIX, AZ 85016  
(480) 231-0814

**PROJECT ENGINEER:**

SHEPARD WESNITZER INC.  
CONTACT: STEPHEN C. IRWIN  
110 WEST DALE AVE  
FLAGSTAFF, AZ 86001  
(928) 773-0354

**PROJECT BUILDER:**

MOSAIC BUILDING GROUP  
CONTACT: YONATAN COHEN & ALEX POLLACK  
(480) 518-5980

**PROJECT LANDSCAPE ARCHITECT:**

NORRIS DESIGN  
CONTACT: AARON HAYNE, LEED, AP  
6 EAST ASPEN AVE  
FLAGSTAFF, AZ 86001  
(928) 233-3021

**PROPERTY INFORMATION:**

APN#: 112-01-019 (±36.94 AC)  
2701 S. WOODY MOUNTAIN ROAD  
FLAGSTAFF, AZ 86001  
CITY OF FLAGSTAFF ZONING: RURAL RESIDENTIAL (±35 AC)  
COCONINO COUNTY ZONING: G - GENERAL - 10 AC. MIN.  
(NORTHEAST ±2 AC)  
PROPOSED ZONING: MEDIUM DENSITY RESIDENTIAL (MR)  
PROPOSED BUILDING TYPE: BUNGALOW COURT STYLE-HOMES

**PROJECT ATTORNEY:**

GAMMAGE & BURNHAM ATTORNEYS AT LAW  
CONTACT: LINDSAY SCHUBE  
140 N. CENTRAL AVE, 20TH FLOOR  
PHOENIX, AZ 85004  
(602) 256-4471

**ENTIRE PARCEL BREAKDOWN:**  
TOTAL PARCEL GROSS ACREAGE: 36.94 AC  
GROSS ACREAGE FOR SKY COTTAGES: 23.08 AC  
WOODY MTN ROW: 1.16 AC  
MCCALLISTER ROW: 0.75 AC  
NET SKY COTTAGE: 21.17 AC  
GROSS ACREAGE FOR NORTH SITE: 13.86 AC

**SKY COTTAGES:**  
URBAN GROSS ACREAGE = 7.85 AC  
URBAN GROSS DENSITY = 71 DU / 7.85 AC = 9.04 DU/AC  
URBAN DENSITY, EXCLUDING CIVIC SPACE = 71 DU / 6.64 AC = 10.69 DU/AC  
SUBURBAN GROSS ACREAGE = 15.23 AC  
SUBURBAN GROSS DENSITY = 131 DU / 15.23 AC = 8.60 DU/AC

REQUIRED OPEN SPACE (15%) = 3.46 AC  
REQUIRED CIVIC SPACE (5%) = 1.15 AC  
TOTAL REQUIRED OPEN / CIVIC SPACE = 4.61 AC  
PROVIDED OPEN SPACE = 5.66 AC  
PROVIDED CIVIC SPACE = 1.21 AC  
TOTAL PROVIDED OPEN / CIVIC SPACE = 6.87 AC

**RESOURCE PRESERVATION**

THE PROJECT FALLS WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE AND THERE ARE RESOURCES WITHIN THE PROJECT THAT REQUIRE PRESERVATION.

**FEMA DESIGNATION:**

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6812G, EFFECTIVE SEPTEMBER 2, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

**SOURCE OF PROJECT INFORMATION**

BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY ALTA/ACSM LAND TITLE SURVEY BY WOODSON ENGINEERING AND SURVEYING, INC., DATED NOVEMBER 14, 2014.

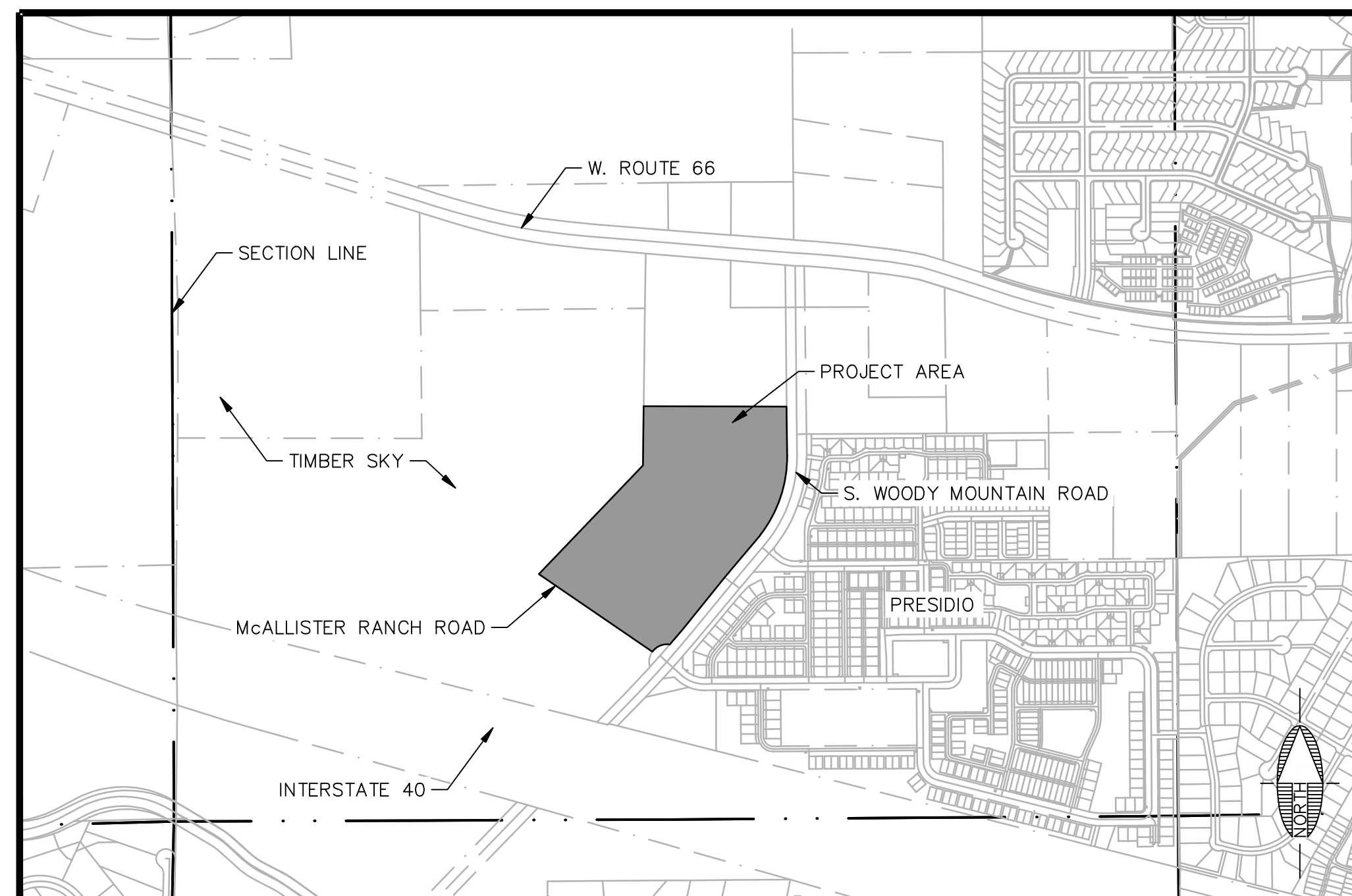
**OPEN SPACE NOTE**

THE PROJECT SITE WILL INCLUDE PASSIVE AND ACTIVE OPEN SPACE AREAS THROUGHOUT. THESE ON-SITE AMENITIES WILL BE FURTHER DETERMINED DURING THE SITE PLAN REVIEW.

**USES NOTE**

PERMITTED USES: MEDIUM DENSITY RESIDENTIAL (MR ZONE - TABLE 10-40.30-030.B)  
PROHIBITED USES: THOSE NOT LISTED AS PERMITTED IN THE MR ZONE UNDER TABLE 10-40.30.030B.

SHEET INDEX	
SHT NO.	SHEET TITLE
1	COVER
2	OVERALL SITE PLAN
3	OVERALL PERSPECTIVE
4	CIRCULATION DIAGRAM
5	DETENTION BASIN / CIVIC SPACE
6	DETENTION BASIN AERIAL PERSPECTIVE
7	NORTH COMMONS
8	SOUTH COMMONS
9	MCCALLISTER RANCH STREET SECTION
10	BUNGALOWS CLUSTER PLAN
11	3-BD UNIT CLUSTER PLAN
12	1-BD UNIT FLOOR PLAN
13	1-BD UNIT ELEVATION
14	2-BD UNIT FLOOR PLAN
15	2-BD UNIT ELEVATION
16	3-BD UNIT FLOOR PLAN
17	3-BD UNIT ELEVATION
18	BUNGALOW EXTERIOR VIEW
19	BUNGALOW COURTYARD VIEW
20	LIVING SPACE VIEW
21	3-BD UNIT EXTERIOR VIEW
22	WOODY MTN STREETScape VIEW (1)
23	WOODY MTN STREETScape VIEW (2)
24	CONCEPT PLAN
25	FIRE ACCESS PLAN
26	RESOURCE PROTECTION PLAN
27	SITE ANALYSIS
28	CONTEXT ANALYSIS MAP
29	1,000 FT BUFFER PARCELS (1)
30	1,000 FT BUFFER PARCELS (2)
31	1,000 FT BUFFER MAP
32	VICINITY MAP
33	VICINITY MAP WITH AERIAL



**VICINITY MAP**  
N.T.S.

**LEGEND**

--- (dashed line)	ROW	---	EX. LOT LINE
---	EASEMENT	---	EX. EASEMENT
---	PROPOSED SEWER SERVICE	---	EX. INTERMEDIATE CONTOUR
---	PROPOSED WATER SERVICE	---	EX. INDEX CONTOUR
---	STORM DRAIN PIPE	---	EX. WATER LINE
---	LOT BOUNDARY	---	EX. SEWER LINE
---	FIRE HYDRANT	---	EX. GAS
---	WATER METER	---	EX. STORM DRAIN
---	SEWER MANHOLE	---	EX. UNDERGROUND UTIL.
---	STORM DRAIN MANHOLE	---	EX. OVERHEAD UTIL.
---	DRAINAGE ARROW	---	EX. SIGNAGE
		---	EX. ROAD STRIPING
		---	EX. LIGHT POLE

**Unit Count**  
Total 1A BR units = 40 units  
Total 1B BR units = 60 units  
Total 2 BR units = 51 units  
Total 3 BR units = 51 units  
Total unit count = 202 units

**Parking Calculations**  
Total 1A BR units = 40 units \* 1.5 spaces = 60  
Total 1B BR units = 60 units \* 1.5 spaces = 90  
Total 2 BR units = 51 units \* 2.25 spaces = 114.75  
Total 3 BR units = 51 units \* 2.25 spaces = 114.75  
Overall total required parking spaces without incentives = 379.50 =>380 spaces

Total provided surface parking spaces = 220 (including 17 ADA)  
Total provided car port spaces = 102  
Total provided on-street parking spaces = 24  
Overall total provided parking spaces = 346 spaces

**Affordable Housing Incentive:**  
Assuming 10% affordable units (20 units) and assuming all affordable units are 2-3 bedroom units:  
Total 1A BR units = 40 units \* 1.5 spaces = 60  
Total 1B BR units = 60 units \* 1.5 spaces = 90  
Total 2 BR units (affordable) = 10 units \* 1.75 spaces = 17.5  
Total 3 BR units (affordable) = 10 units \* 1.75 spaces = 17.5  
Total 2 BR units = 41 units \* 2.25 spaces = 92.25  
Total 3 BR units = 41 units \* 2.25 spaces = 92.25  
Overall total required parking spaces = 369.5 =>370 spaces

**Bike Parking Incentive:**  
Reduce required parking by 5% maximum (380 x 5% = 19 spaces)  
Overall total required parking spaces = 351 spaces

**Motorcycle Parking Incentive:**  
Reduce required parking by 1 regular space for 1 motorcycle space every 25 regular spaces provided  
A reduction of 5 regular parking spaces has been applied with the provision of 5 motorcycle spaces  
Overall total required parking spaces = 346 spaces  
\*\* Motorcycle spaces will be shown during the site plan review process.

Overall total required parking spaces with incentives = 346 spaces  
Overall total provided parking spaces = 346 spaces

**PRELIMINARY**  
NOT FOR CONSTRUCTION,  
BIDDING OR RECORDING

**SKY COTTAGES**  
at **TIMBER SKY**  
PZ-20-00153

**VINTAGE**  
PARTNERS

**GAMMAGE & BURNHAM**  
Attorneys at Law

**SWI**  
Shepherd Wesnitzer, Inc.

**Mosaic**

**NORRIS DESIGN**  
Planning | Landscape Architecture | Branding

SHEET NAME:  
**COVER**

SHEET NO.  
**1 of 33**

# OVERALL SITE PLAN

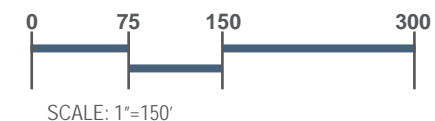


## KEY

- ① DETENTION BASIN  
NATURAL TURF MULTI-PURPOSE PLAY FIELD
- ② NORTH COMMONS
- ③ SOUTH COMMONS

## FLOORPLANS

- 1BR-A
- 1BR-B
- 2BR
- 3BR





**SKY COTTAGES**  
at **TIMBER SKY**  
PZ-20-00153

**V**  
VINTAGE  
PARTNERS

**GAMMAGE  
&  
BURNHAM**  
Attorneys at Law

**SWI**  
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SHEET NAME:  
OVERALL  
PERSPECTIVE

SHEET NO.  
3 of 33



LEGEND

- Civic Open Space
- General Open Space
- Sky Cottages at Timber Sky
- 6' Detached Concrete Walk
- Internal Vehicular and Pedestrian Connection
- 5' Detached Concrete Walk
- Internal Pedestrian Connection
- Internal Vehicular Connection
- FUTS Trail - Paved (10')
- FUTS Loop Trail - Unpaved (10' Meandering)
- FUTS Trail - By Others



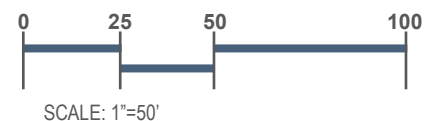
SCALE: NTS

# DETENTION BASIN / CIVIC SPACE



## KEY

- ① NATURAL TURF / MULTI-PURPOSE PLAY FIELD / DETENTION BASIN (3' DEPTH)
- ② CONCRETE WALK
- ③ FUTS TRAIL
- ④ PERENNIAL GARDEN
- ⑤ SEAT WALLS TO RETAIN GRADE
- ⑥ ADA ACCESS
- ⑦ STAIRCASE
- ⑧ BENCH



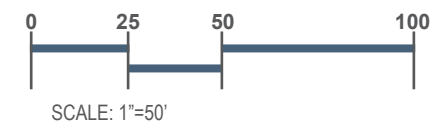


# NORTH COMMONS



## KEY

- 1 CONCRETE LOOP TRAIL
- 2 DECOMPOSED GRANITE PATH
- 3 PERENNIAL GARDEN
- 4 SYNTHETIC TURF MULTI-PURPOSE PLAY FIELD
- 5 SHRUB BED AND/OR UNDISTURBED FOREST FLOOR
- 6 PLAYGROUND
- 7 RAMADA
- 8 BENCH
- 9 STEPS DOWN TO FIELD
- 10 EXISTING PONDEROSA PINE TREES

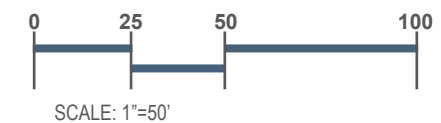


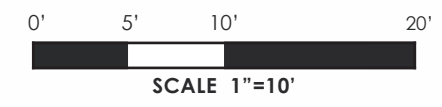
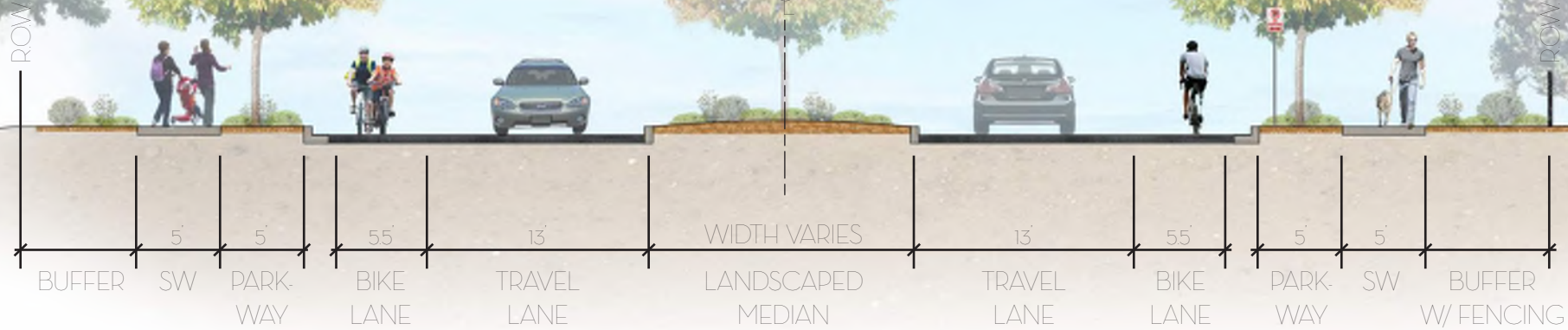
# SOUTH COMMONS

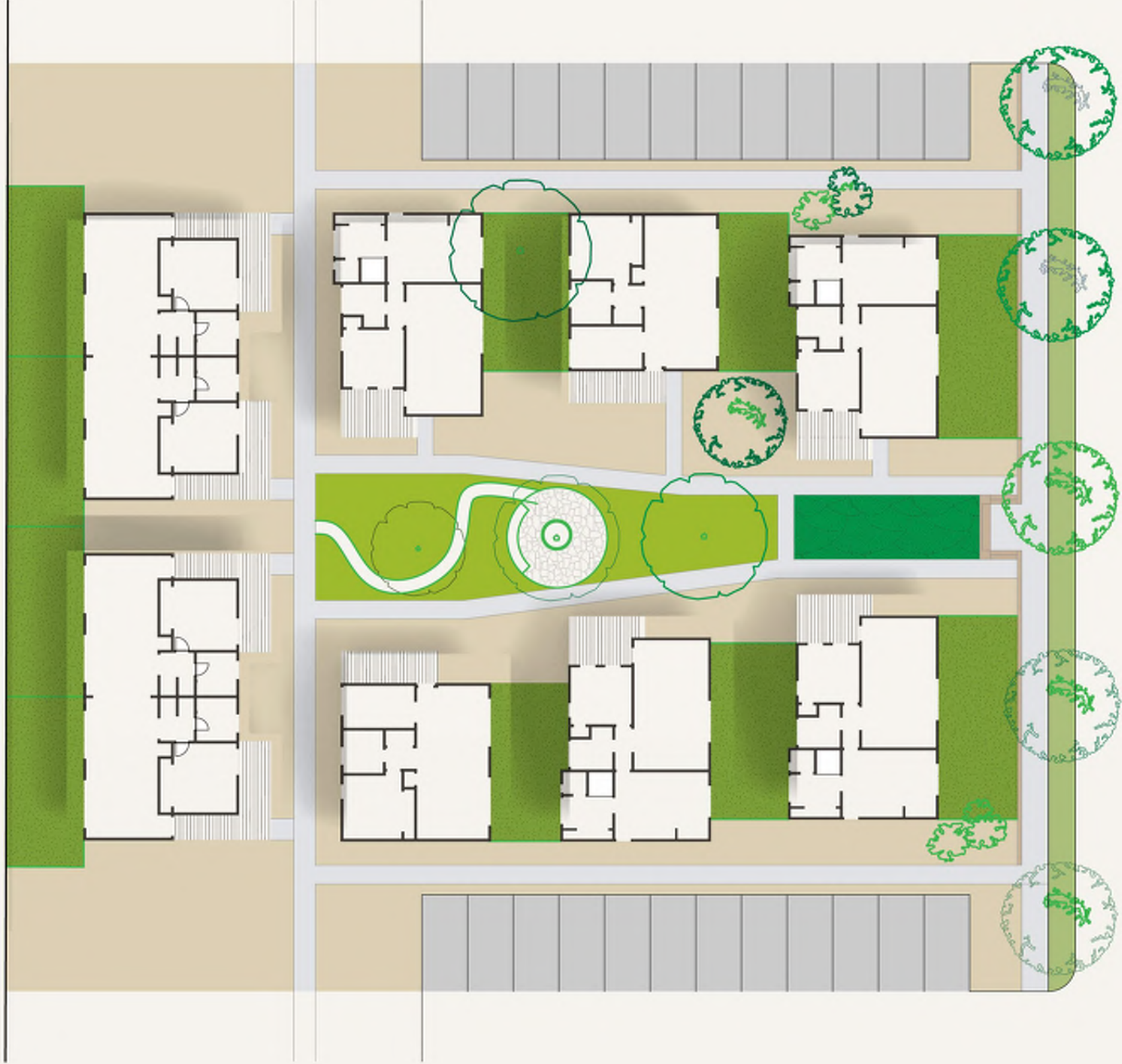


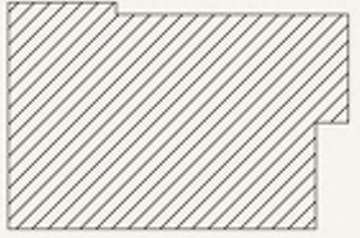
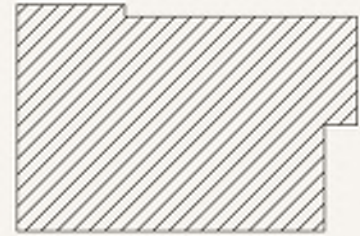
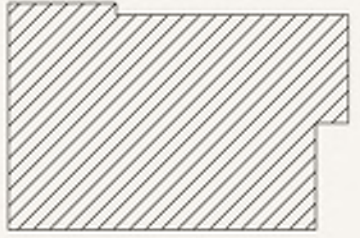
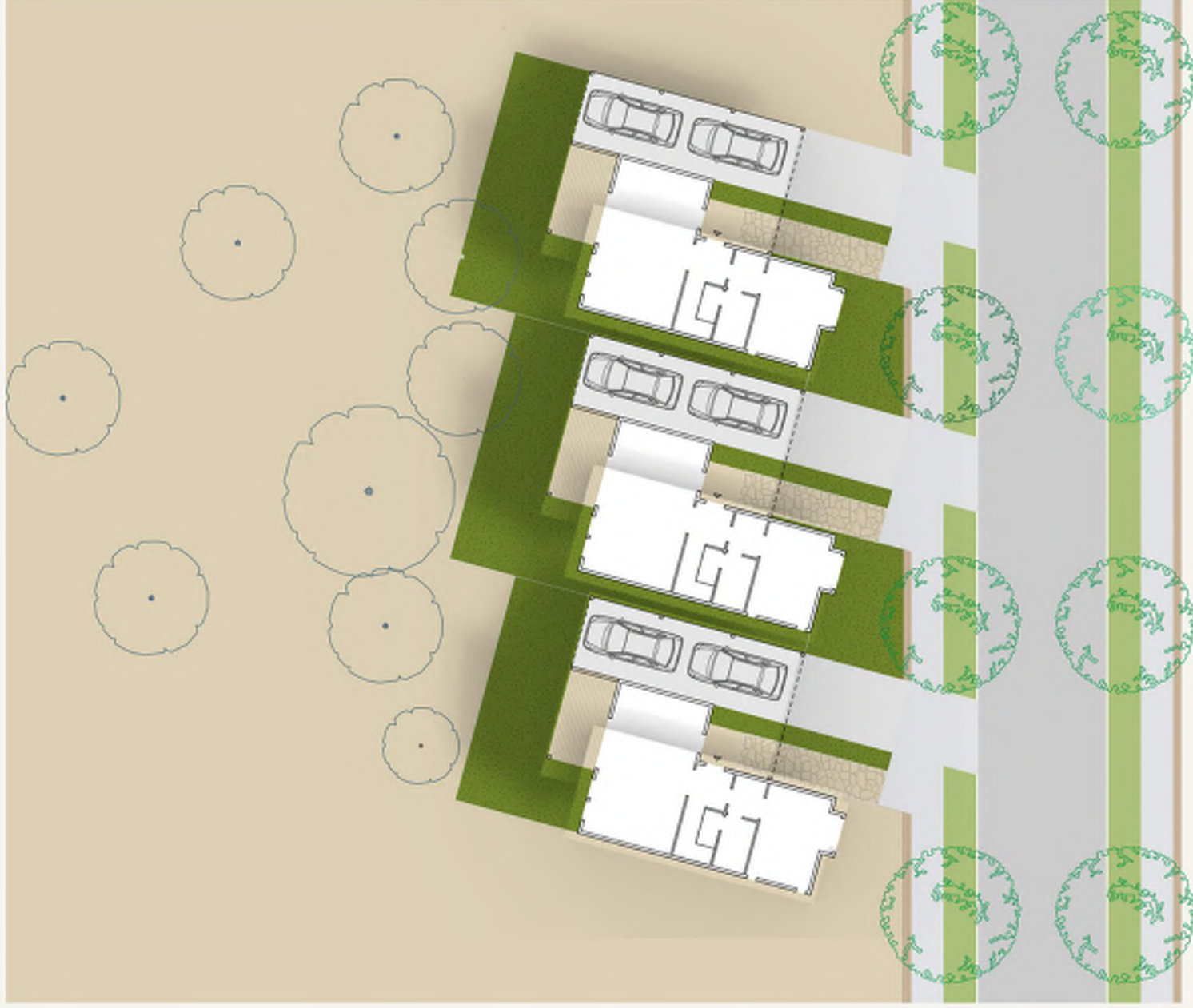
## KEY

- 1 DOG PARK
- 2 4-RAIL WOOD FENCE WITH WIRE MESH
- 3 CONCRETE WALK
- 4 DECOMPOSED GRANITE PATH
- 5 SHRUB BED AND/OR UNDISTURBED FOREST FLOOR
- 6 SHADE STRUCTURE
- 7 BENCH
- 8 EXISTING PONDEROSA PINE TREES



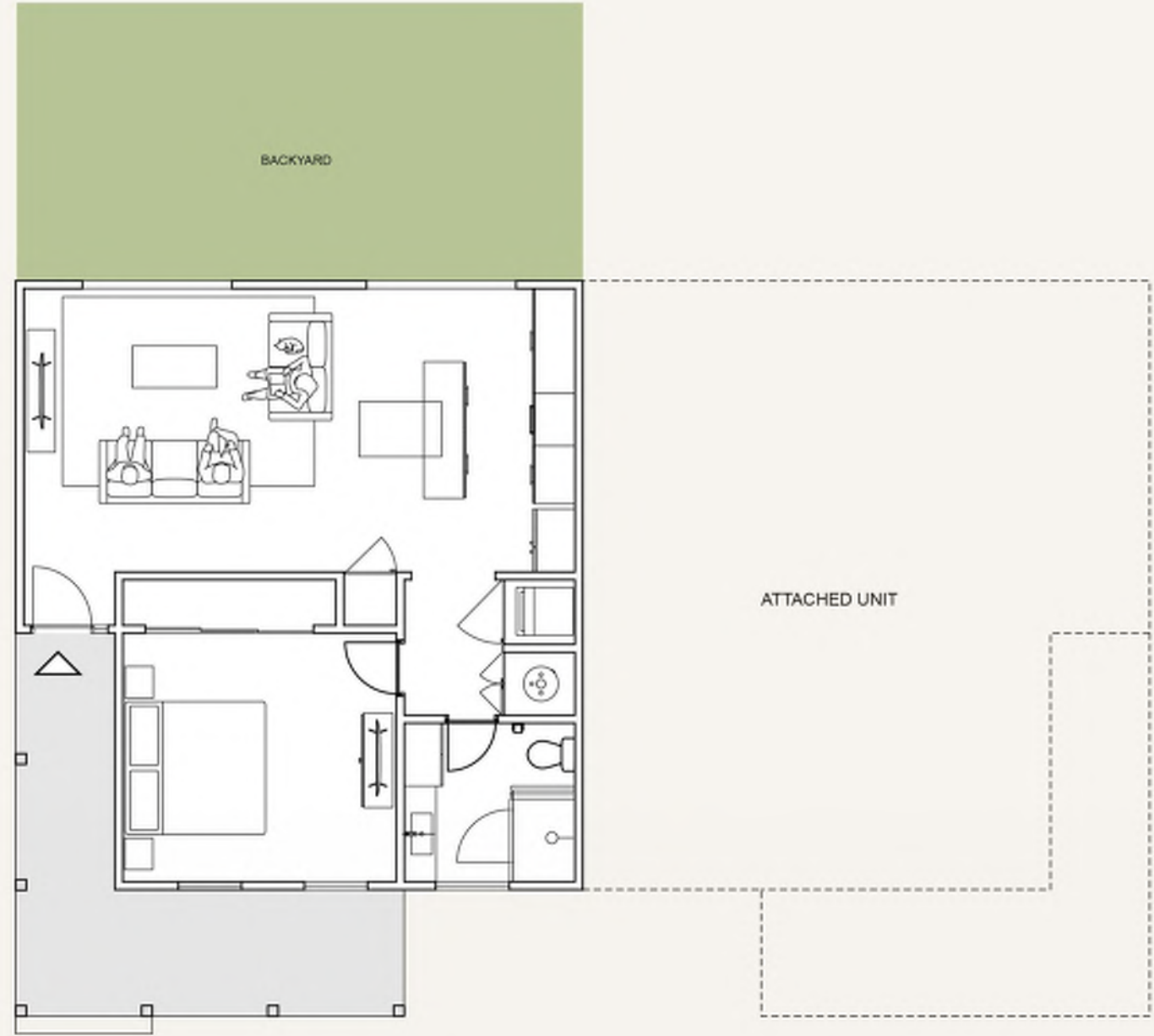




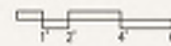


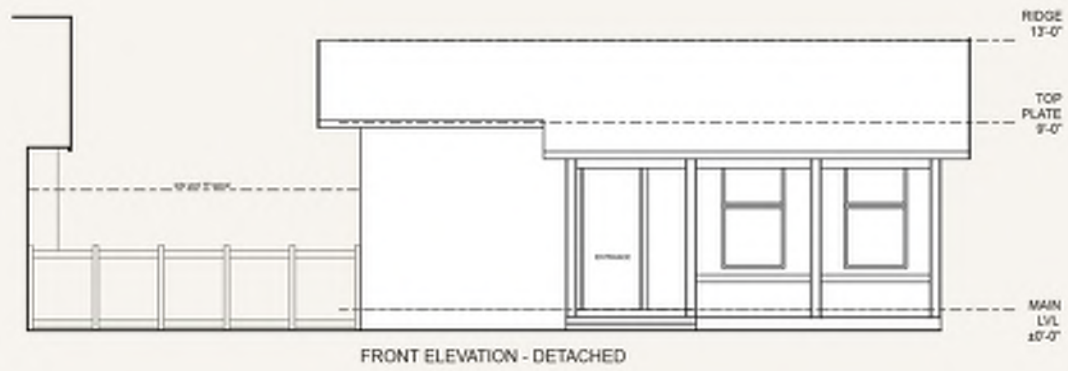


GROUND FLOOR - 1 BEDROOM DETACHED  
820 SQF

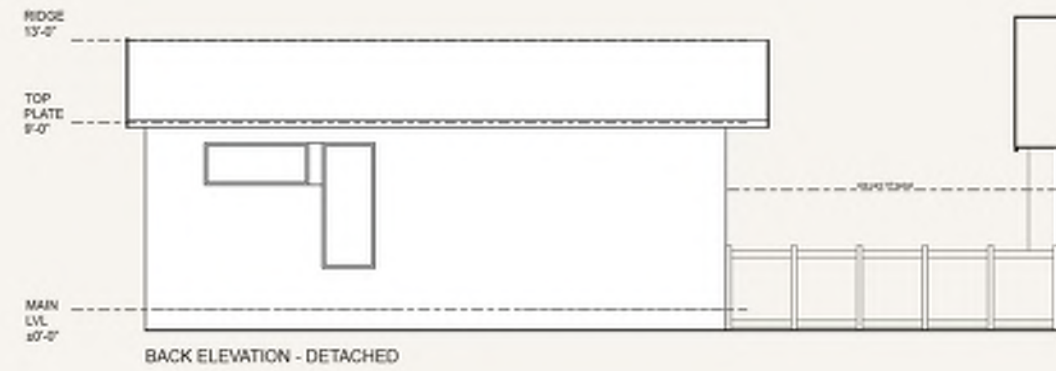


GROUND FLOOR - 1 BEDROOM ATTACHED  
750SQF

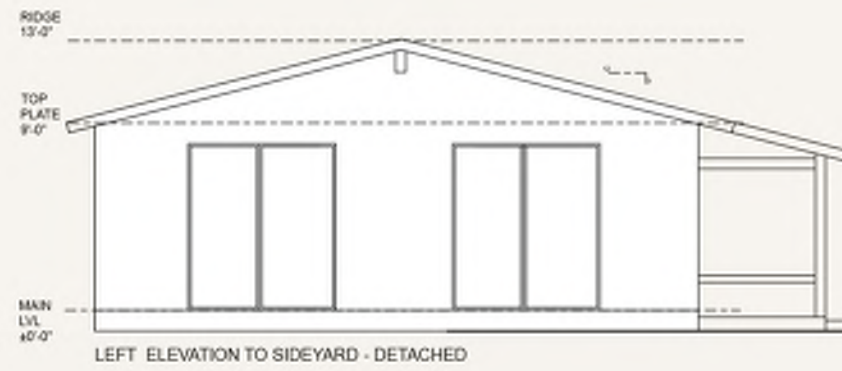




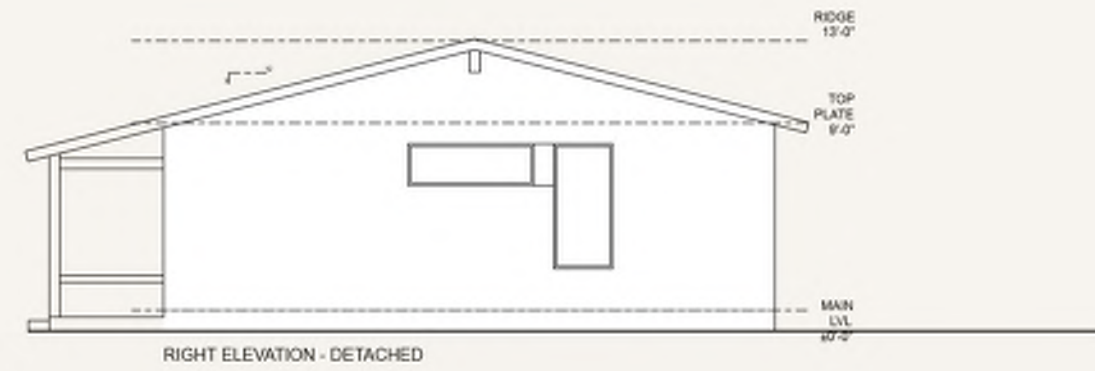
FRONT ELEVATION - DETACHED



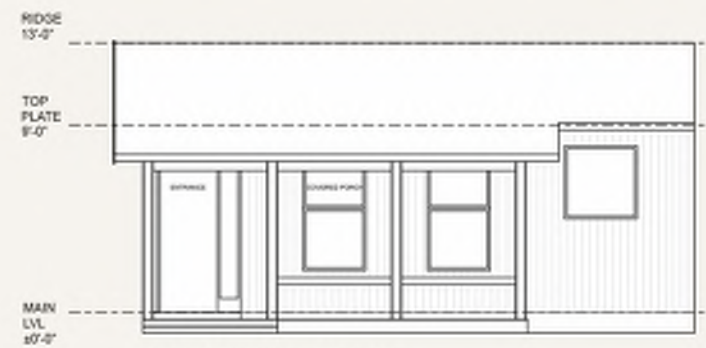
BACK ELEVATION - DETACHED



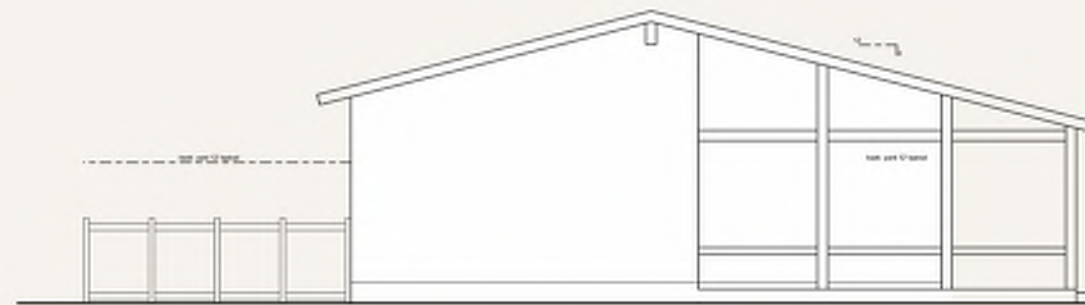
LEFT ELEVATION TO SIDEYARD - DETACHED



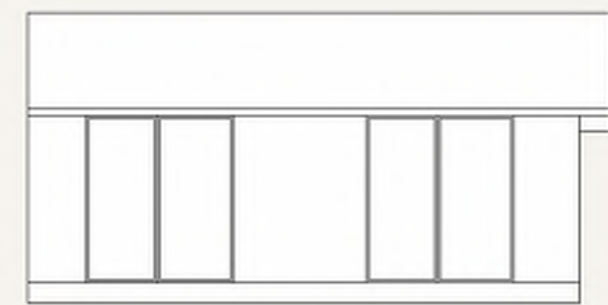
RIGHT ELEVATION - DETACHED



BACK ELEVATION - ATTACHED



LEFT ELEVATION - ATTACHED

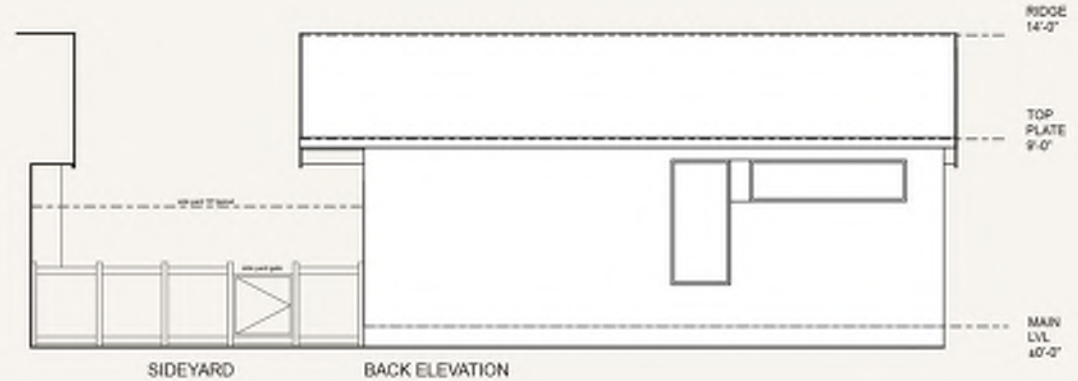
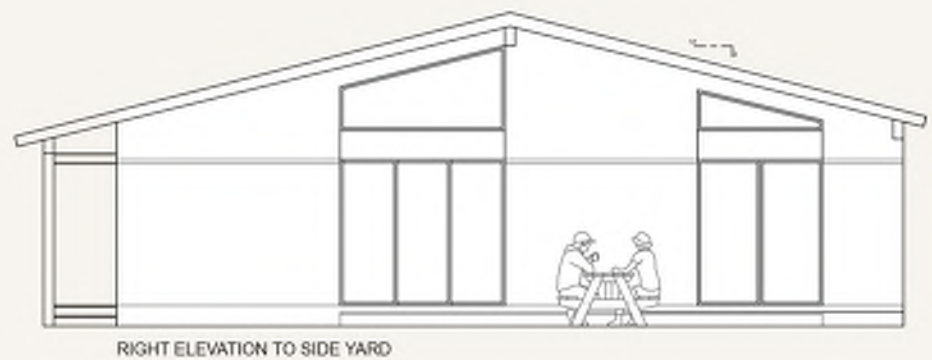
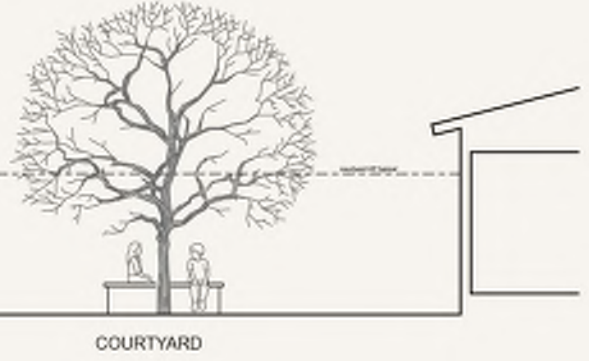
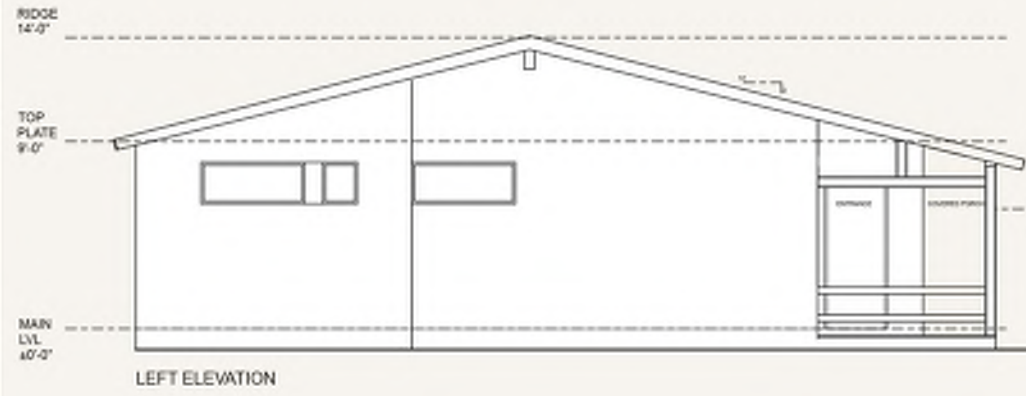


BACK ELEVATION TO BACKYARD- ATTACHED



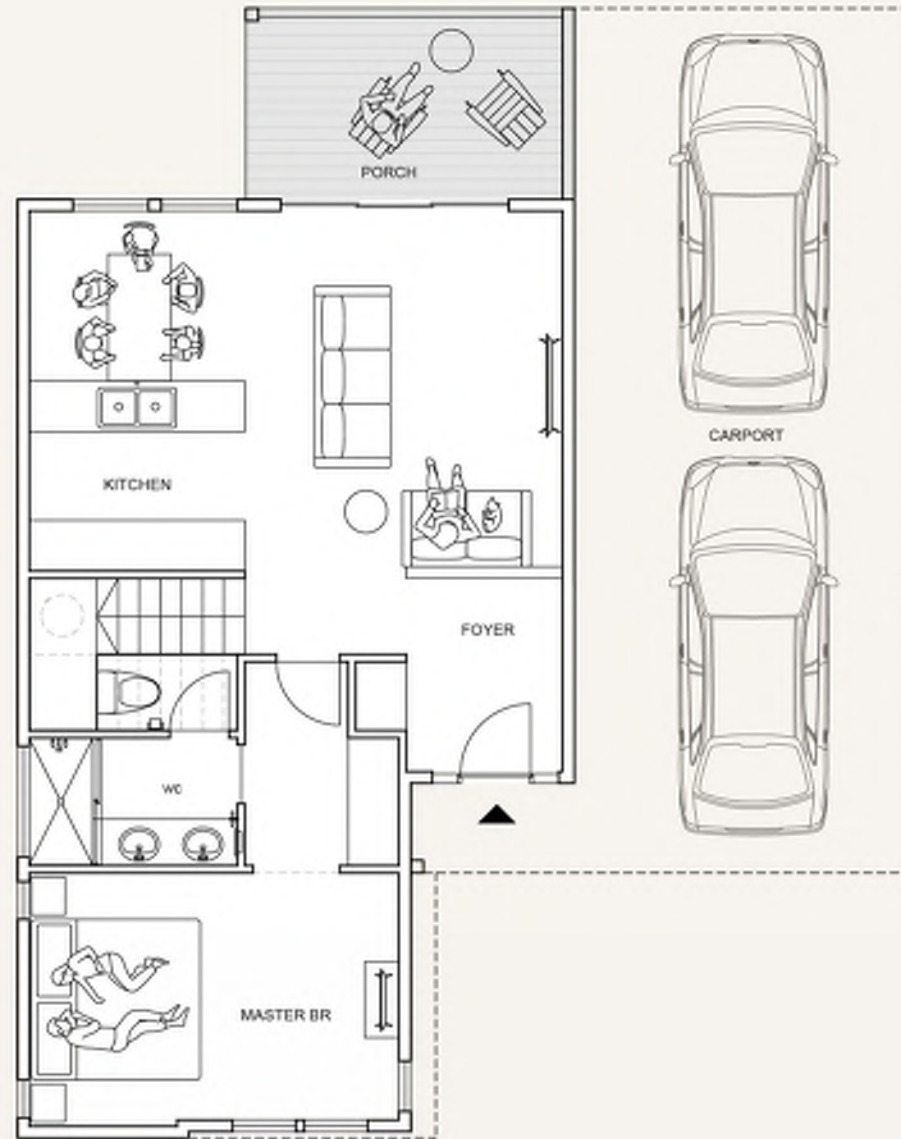
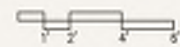
GROUND FLOOR - 2 BEDROOM  
950 SQF



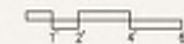




UPPER FLOOR



GROUND FLOOR - 3 BEDROOM  
1250 SQF

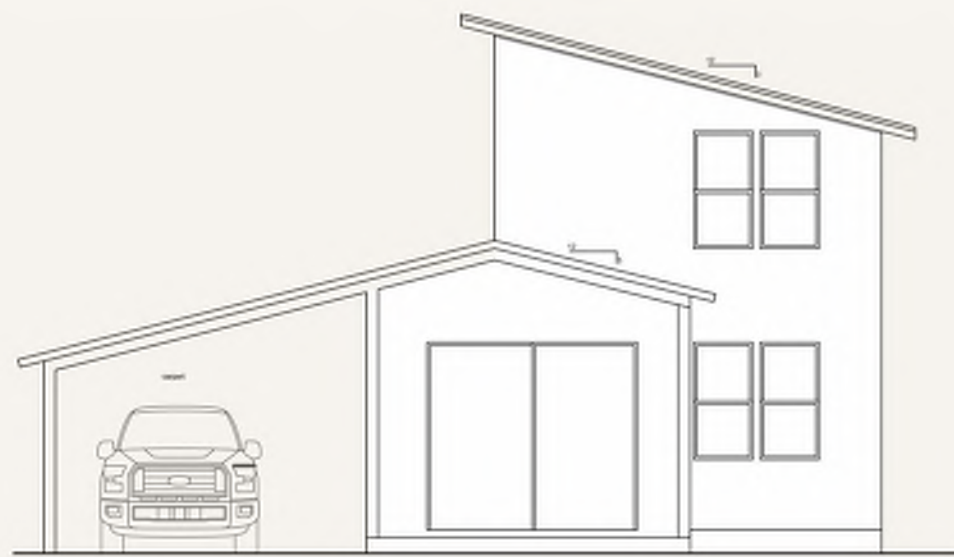




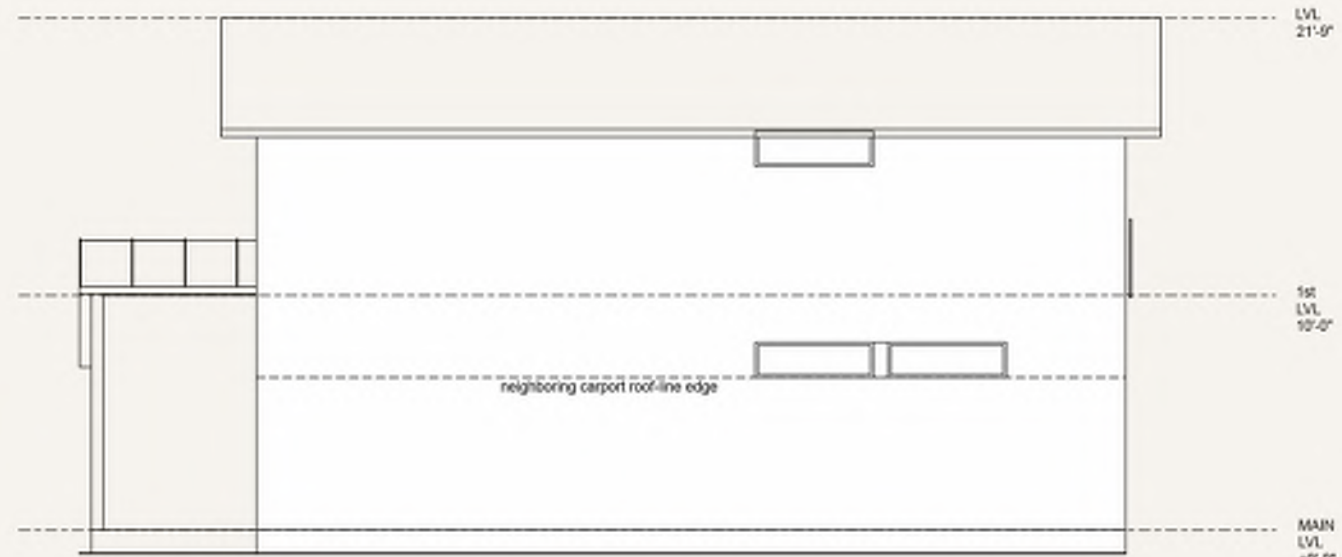
RIGHT ELEVATION - CARPORT



FRONT ELEVATION



REAR ELEVATION



LEFT ELEVATION











**SKY COTTAGES**  
at **TIMBER SKY**  
PZ-20-00153

**V**  
**VINTAGE**  
PARTNERS

**GAMMAGE**  
**BURNHAM**  
ATTORNEYS AT LAW

**SWI**  
Shepherd & Weinstein, Inc.

**Mosaic**

**NORRIS DESIGN**  
PLANNING | LANDSCAPE ARCHITECTURE | INTERIOR DESIGN

SHEET NAME:  
WOODY MTN  
STREETScape  
VIEW (1)  
SHEET NO.  
22 of 33







- LEGEND**
- \* EXISTING TREE TO BE REMOVED
  - \* EXISTING TREE TO BE SAVED
  - \* EXISTING TREE WITHIN WOODY MTN ROW
  - \* EXISTING TREE OFFSITE

**NOTES:**  
 1. EXISTING SLOPES ON THE SITE DO NOT EXCEED 16.99%.  
 2. EXISTING TREES SHOWN TO BE SAVED WITHIN PROPOSED SIDEWALKS AND PROPOSED UNITS WILL BE SAVED DURING THE SITE PLAN REVIEW PROCESS WITH A FURTHER MINOR MODIFICATION OF THE SITE LAYOUT. ADDITIONALLY, IT IS OUR INTENTION TO SAVE ADDITIONAL TREES DURING CONSTRUCTION WHERE THE AFFECT ON THE ACTUAL TREE CANOPY IS MINIMAL.  
 3. EXISTING TREES WITHIN ROW FOR FUTURE ROUNDABOUT ARE COUNTED AS PRESERVED.

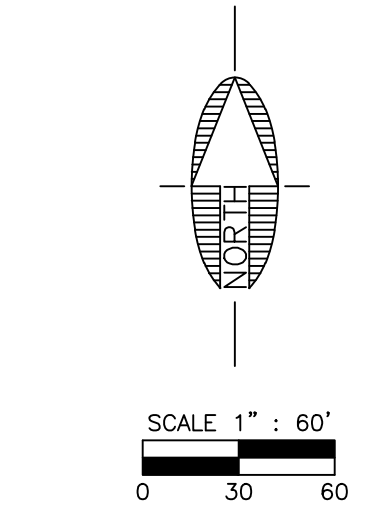
TOTAL ONSITE TREE RESOURCES					
TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	19	235	302	160	52
POINTS	1	2	4	8	20
SUM OF POINTS	19	470	1208	1280	1040

SUBTOTAL TREE POINTS= 4017

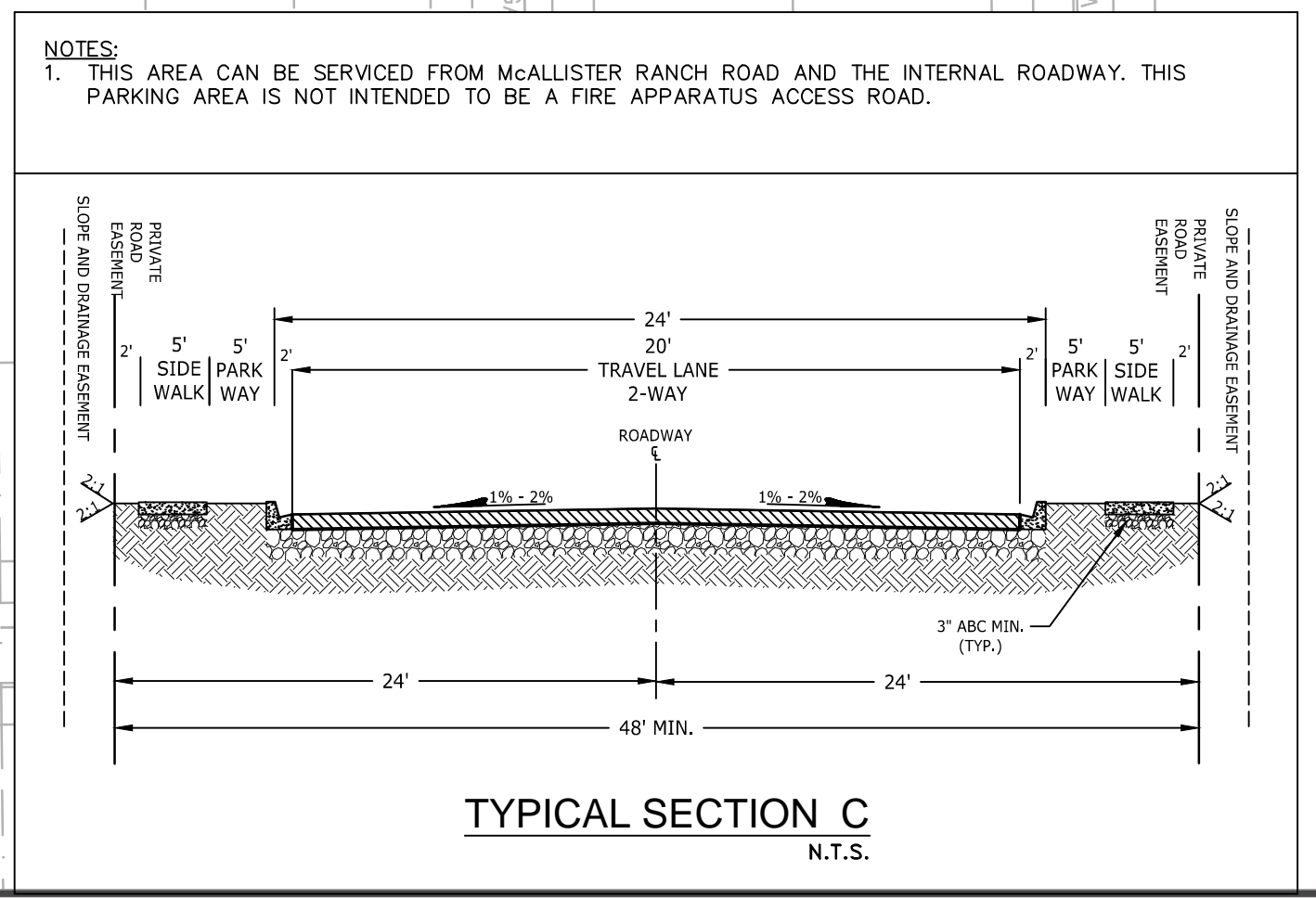
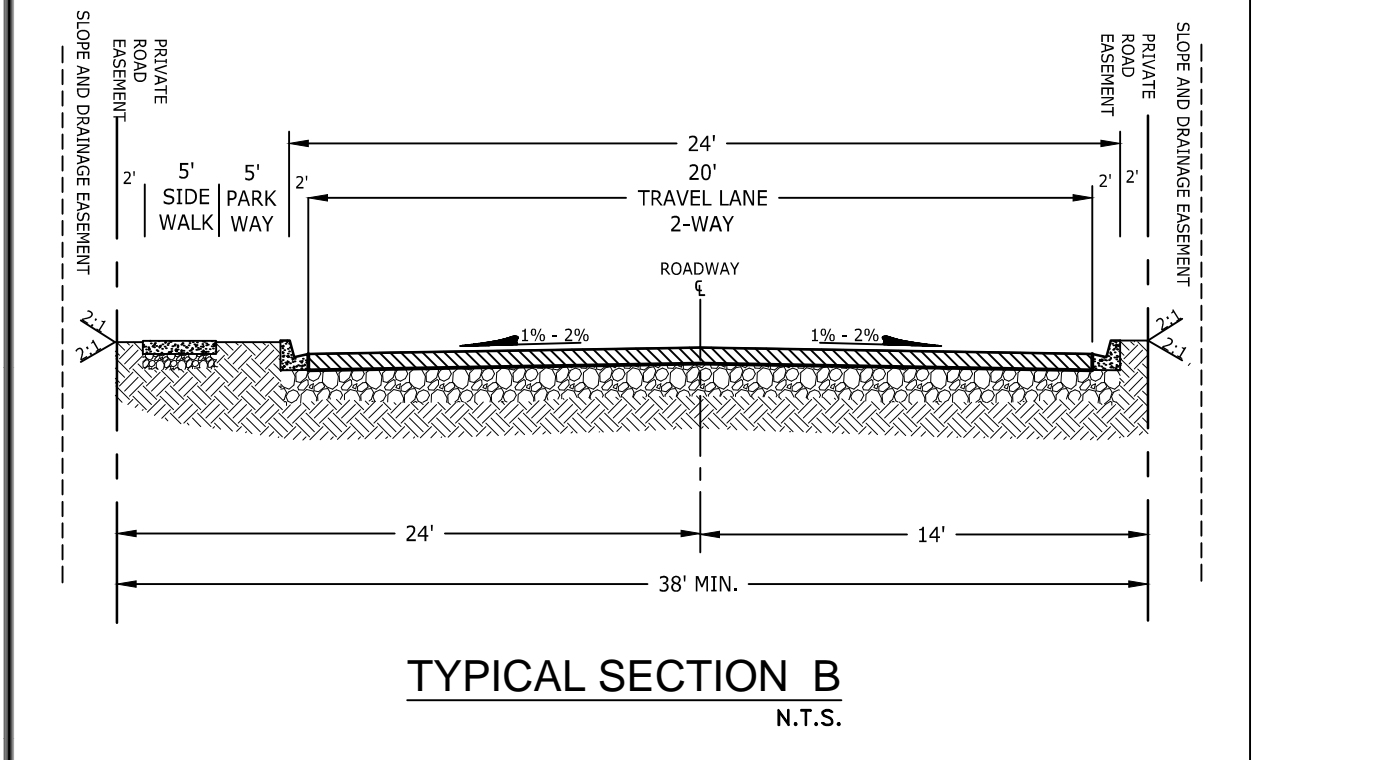
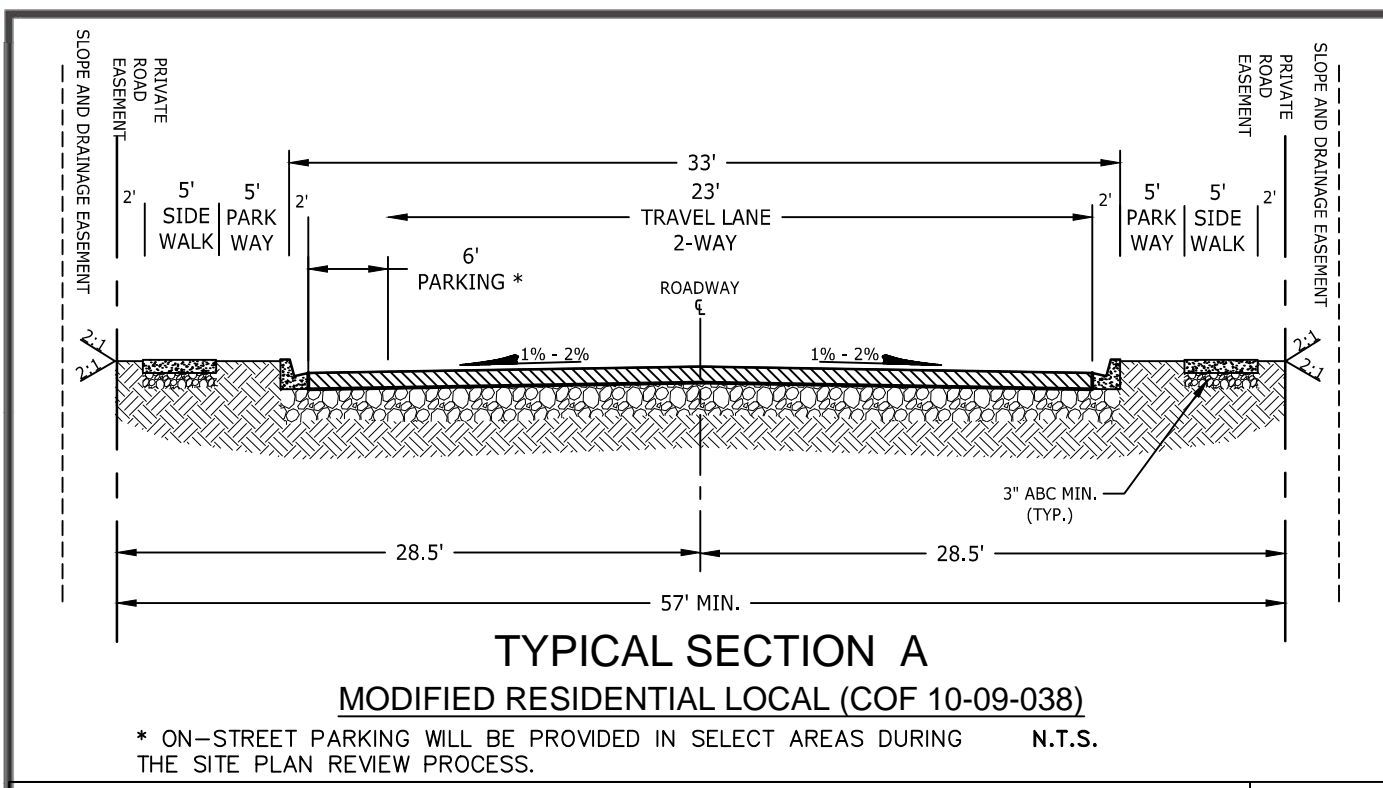
POST-DEVELOPMENT TREES					
TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	10	98	102	60	21
POINTS	1	2	4	8	20
SUM OF POINTS	10	196	408	480	420

TOTAL TREE POINTS= 4017  
 TOTAL PRESERVED TREE POINTS= 1514  
 REQUIRED PRESERVATION RATE= 50%  
 REQUIRED PRESERVATION RATE WITH AFFORDABLE INCENTIVE (1)= 37.5%  
 PRESERVATION RATE= 37.7%

**NOTES:** (1) PER ZONING CODE SECTION 10-30.20.040.B.1, WITH PROVIDING 10% AFFORDABLE UNITS (CATEGORY 1), THERE IS A 25% REDUCTION OF THE 50% PRESERVATION RATE REQUIREMENT. THEREFORE, THE TOTAL REDUCTION IN PRESERVATION RATE IS 12.5 PERCENTAGE POINTS BRINGING THE REQUIRED PRESERVATION RATE TO 37.5%.



**PRELIMINARY**  
 NOT FOR CONSTRUCTION,  
 BIDDING OR RECORDING



SCALE 1" = 60'  
0 30 60

**PRELIMINARY**  
NOT FOR CONSTRUCTION,  
BIDDING OR RECORDING

**SKY COTTAGES**  
at **TIMBER SKY**  
PZ-20-00153

**VINTAGE**  
PARTNERS

**GAMMAGE & BURHAM**  
Attorneys at Law

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**Mosaic**

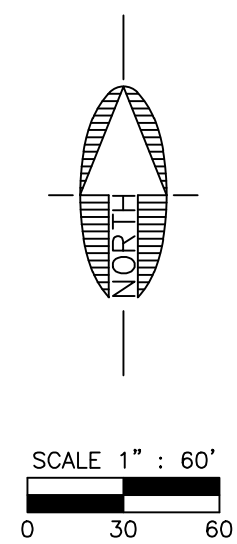
**NORRIS DESIGN**  
Planning | Landscape Architecture | Branding

SHEET NAME:  
**FIRE ACCESS PLAN**  
SHEET NO.  
**25 of 33**



**SITE ANALYSIS:**

- A. EXISTING TOPOGRAPHY OF PROJECT SITE AS SHOWN. SITE SLOPES DO NOT EXCEED 16.99%.
- B. SOLAR ORIENTATION IS SHOWN ON BOTTOM OF SHEET.
- C. EXISTING VEGETATION IS PONDEROSA PINE TREES AS SHOWN
- D. VIEW CORRIDORS NOTICEABLE FROM THE SITE INCLUDE THE RESIDENTIAL COMMUNITY OF TIMBER SKY TO THE WEST AND THE RESIDENTIAL COMMUNITY OF PRESIDIO TO THE EAST. THE SITE IS ACCESSIBLE AND VIEWABLE FROM S. WOODY MOUNTAIN ROAD AND MCCALLISTER RANCH ROAD.
- E. CLIMATIC CONSIDERATIONS FOR THE PROJECT SITE: THE PREVAILING WINDS ARE GENERALLY FROM THE SOUTHWEST AND AT 7,000 FEET FLAGSTAFF EXPERIENCES SNOW AND LARGE TEMPERATURE SWINGS. AS A RESULT OF REOCCURRING FREEZE/THAW CYCLES, PEDESTRIAN WALKWAYS WILL AVOID THE NORTH SIDE OF BUILDINGS AS MUCH AS POSSIBLE. THE SITE EXPERIENCES A LOT OF EXPOSURE. PRECIPITATION NATURALLY RUNS TO THE EASTERN SIDE OF THE SITE AND ULTIMATELY INTO A BOX CULVERT IN S. WOODY MOUNTAIN ROAD.
- F. FLAGSTAFF SUBSURFACE CONDITIONS GENERALLY CONSIST OF ROCK AND/OR CLAY MATERIAL. IT IS EXPECTED THAT THIS SITE WILL BE THE SAME. ALL DESIGN WILL BE PER THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.
- G. THERE ARE NO EXISTING SWALES & STREAM CORRIDORS FOR THIS PROJECT.
- H. THE PROJECT IS SURROUNDED BY A RESIDENTIAL COMMUNITY TO THE EAST, A RESIDENTIAL COMMUNITY TO THE WEST, AND SOUTH AND CITY OF FLAGSTAFF PUBLIC WORKS TO THE NORTH.



**PRELIMINARY**  
NOT FOR CONSTRUCTION,  
BIDDING OR RECORDING

**SKY COTTAGES**  
at **TIMBER SKY**



**V**  
VINTAGE  
PARTNERS

**GAMMAGE & BURNHAM**  
Attorneys at Law

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**Mosaic**

**NORRIS DESIGN**  
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SHEET NAME:

**SITE ANALYSIS**  
SHEET NO.

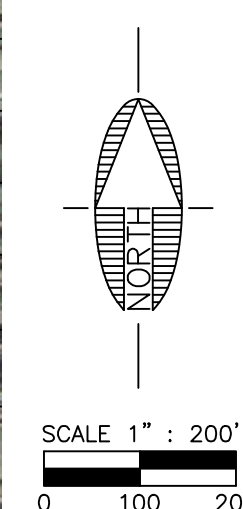
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PZ-20-00153



### ZONING LEGEND

- FLAGSTAFF ZONING**
- MH MANUFACTURED HOUSING
  - PF PUBLIC FACILITY
  - POS PUBLIC OPEN SPACE
  - HC HIGHWAY COMMERCIAL
  - RD RESEARCH AND DEVELOPMENT
  - R1 SINGLE FAMILY RESIDENTIAL
  - MR MEDIUM DENSITY RESIDENTIAL
  - HR HIGH DENSITY RESIDENTIAL
  - RR RURAL RESIDENTIAL
  - PROPOSED REZONE PROPERTY
  - EXISTING PROPERTY LINE
- COCONINO ZONING**
- G GENERAL
  - PC PLANNED COMMUNITY
  - CG COMM. GENERAL- 10,000SQFT



**PRELIMINARY**  
NOT FOR CONSTRUCTION,  
BIDDING OR RECORDING

1,000 FT BUFFER MAILING LIST

TAG #	APN	OWNER	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIPCODE
1	11262203	STEWART STEVIE M	6825 E PEARL ST	MESA	AZ	85207
2	11262204	RALPH STEPHEN K & SANDRA E	2896 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
3	11262205	NOTTINGHAM ROXANNE D & BURTON J JR	2892 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
4	11262206	VALLEN GARY & KIM	1655 N KITTRIDGE RD	FLAGSTAFF	AZ	86001
5	11262207	VAN HOY GARY R & MARY E	9660 W BENT TREE DR	PEORIA	AZ	85383
6	11262208A	MATHESON MAGGIE	2876 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
7	11262210A	WAISH CATHERINE LIVING TRUST DTD 09-17-15	2868 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
8	11262212A	BRINK JOHN I & EILEEN P	2864 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
9	11262213A	FALLON ANDREW M & RACHAEL R	2860 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
10	11262214	HILL RYAN	2852 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
11	11262215	GAO JUNFENG	5112 LE MICCINE TERR	SAN JOSE	CA	95129
12	11262216	ATEMO ANDREW & RENEVA	2810 E HEMBERG DR	FLAGSTAFF	AZ	86004
13	11262217	CASEMAN DELAYNE LOIS	2840 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
14	11262218	SHAO YONG	2836 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
15	11262219	WERLEY JAKE P	250 N CIRCLE DR	FLAGSTAFF	AZ	86001
16	11262220	DAVILA MIGUEL	2828 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
17	11262094	SHERECK JON R & PAULINE K	2824 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
18	11262095	BROWN TIMOTHY E	2820 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
19	11262096	FREEDLUND LANCE D	2816 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
20	11262097	SANDERSON VICTOR A & NANCY C	2812 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
21	11262098	OHIAU JAMES R	4721 E LAVANDAR LN	PHOENIX	AZ	85044
22	11262099	BROTSCHI LIVING TRUST DTD 06-01-09	21497 E CALDWELLS WAY	QUEEN CREEK	AZ	85142
23	11262387	MOUNTAIN CREEK EST LLC	1464 E AMBERWOOD DR	PHOENIX	AZ	85048
24	11262388	PENSCO TRUST COMPANY MASON T LUNDELL IRA	3317 S HIGLEY RD NO 114-497	GILBERT	AZ	85297
25	11262100	MACE EMILY	2792 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
26	11201209	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
27	1126221A	MANYGOATS DEAN	2833 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
28	11262222A	MCLAUGHLIN JOSEPH & MICHELLE	2841 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
29	11262223A	JOHNSON CARLTON & MARTHA JAMES	2845 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
30	11262225	LEONARD ALEXANDER T	2849 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
31	11262226	MATSUOKA LAURIE	2853 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
32	11262227	RYBKA JAMES S & JAN D	2857 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
33	11262228	KEMPNER ALAN & CYNTHIA	7415 E LINCOLN DR	SCOTTSDALE	AZ	85250
34	11262229A	VANDERMEULEN JOSHUA	2741 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
35	11262231A	KEEP SHAWN & SUNNY	3775 S BRIDLE PATH	FLAGSTAFF	AZ	86005
36	11262232A	ROBERTSON GAIL M	2749 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
37	11262233	MENDEL CHARLES & MICHELLE C	2757 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
38	11262234	SALCIDO ROBERTA KAY & ALFREDO RANDY	2761 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
39	11262235	VAN DEN BURG ROBERT J & INGRID M	2765 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
40	11262236	KUEFFER-MAYORGA TAMARA ELIZABETH	1475 S VAIL RD	CAMP VERDE	AZ	86322
41	11262083	WINFREE KYLE N & VANESSA	2781 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
42	11262084	LEONARD JON D & KRISTI	PO BOX 2302	FLAGSTAFF	AZ	86003
43	11262085	GERRAGHTY TRUST DTD 5/12/16	4750 DEVONPORT CIR	YORBA LINDA	CA	92887
44	11262086	KIM ELIAH	2793 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
45	11262087	J & L FAMILY TRUST DTD 02-23-16	2797 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
46	11262088	STONER GAYLA M & THOMAS N	PO BOX 263	FLAGSTAFF	AZ	86002
47	11262089	RAEL MICHAEL & ERICA	2805 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
48	11262090	STRAIN SEAN P & JANELLE J	2809 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
49	11262091	DEFRATES DAMON J & DEBORA A	2813 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
50	11262092	BALL DANIEL A & JENNIFER A	2817 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
51	11262093	PATEL SANJAY & CHETNA	2821 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86005
52	11262237A	SMITH TERRY E	2772 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
53	11262239A	MORRELL ARMANDO F JR LIVING TRUST DTD 04-22-19	2768 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
54	11262241A	GIESKE FAMILY LIVING TRUST DTD 02-04-19	3306 N 81ST ST	MESA	AZ	85207
55	11262242A	BUNCH CHRISTOPHER E & SUZANNA T	2760 W PICO EL MONTE CIR	FLAGSTAFF	AZ	86001
56	11262243	CHEN ZHONG	32 W QUARTZ RD	FLAGSTAFF	AZ	86005
57	11262244	URBANER FAMILY REVOCABLE LIVING TRUST AMENDED 1-22-18	2020 W MUSKET PL	CHANDLER	AZ	85286
58	11262245	FILIPPI JORDON & AMANDA	2744 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
59	11262246	TSOSIE BRIAN L & JENNIFER P	2740 W PICO DEL MONTE CIR	FLAGSTAFF	AZ	86001
60	11262247	NO OWNER LISTED	0	0	0	0
61	11262074	LF RENTALS LLC	14654 S 25TH PL	PHOENIX	AZ	85048
62	11262075	WINBURN BRIAN	PO BOX 2426	FLAGSTAFF	AZ	86003
63	11262076	TEN ELENA	2730 W JACLYN DR	FLAGSTAFF	AZ	86001
64	11262077	BAILEY TRUST DTD 07-14-08	1552 W SALTSAGE DR	PHOENIX	AZ	85045
65	11262078	SCHROEDER CHRISTIAN	2722 W JACLYN DR	FLAGSTAFF	AZ	86001
66	11262079	MEINERS RICHARD A & TANIA J	221 INA ST PO BOX 60181	FAIRBANKS	AK	99706
67	11262080	POOLE IAN	2714 W JACLYN DR	FLAGSTAFF	AZ	86001
68	11262081	AMESTOY FAMILY TRUST DTD 07-24-02	1112 DYSART DR	BANNING	CA	92220
69	11262082	CHAN HELEN	2706 W JACLYN DR	FLAGSTAFF	AZ	86001
70	11265057	COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
71	11265001	SHIFFER KRISTINE & ARRON	2690 W JACLYN DR	FLAGSTAFF	AZ	86001
72	11265002	LU JIAN	2686 W JACLYN DR	FLAGSTAFF	AZ	86001

TAG #	APN	OWNER	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIPCODE
73	11265003	WALKER JOSHUA FORREST & KRISTLE MARIE	2682 W JACLYN DR	FLAGSTAFF	AZ	86001
74	11265004	PAWLAK TIMOTHY J & LOREEN M	254 S PORT DR	GILBERT	AZ	85233
75	11265005	CORRIGAN LOGAN	2674 W JACLYN DR	FLAGSTAFF	AZ	86001
76	11265006	MAGEE MARK LEE & BELEN	2670 W JACLYN DR	FLAGSTAFF	AZ	86001
77	11265061	COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
78	11265007	BRUCE BENJAMIN	2662 W JACLYN DR	FLAGSTAFF	AZ	86001
79	11265008	SECUREPAY LLC	151 MELEKOMO PLACE	LAHAINA	HI	96761
80	11262389	SCHRAUFNAGEL GARY M & MARY JEAN	5816 E HERMOSA VISTA DR	MESA	AZ	85215
81	11262390	JACOBSON COURTNEY LYN LUQUE	2205 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
82	11262391	MARKS TRUST DTD 04-22-20	1246 E OXFORD LN	GILBERT	AZ	85295
83	11201210	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
84	11201211	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
85	11262183	DUNMYER SANDRA CHRISTINE	2900 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
86	11262184	PRESSLEY ROY J & LJLIANA NG	2896 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
87	11262185	GREENE JEFFREY L & SHIRLEY A	2892 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
88	11262186	TUTWILER THOMAS R	2888 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
89	11262187	MCKIRDY JAMES FRANCIS & HEATHER	2884 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
90	11262188	CARROLL VICKI J LIVING TRUST UA DTD 6-16-14	2880 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
91	11262189	BOOTH BRIAN T & MEAGAN J	2876 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
92	11262190	ROBB CHELSEA M	2872 W PATIO DEL PRESIDIO	FLAGSTAFF	AZ	86001
93	11262191	OHANA KRR TRST DTD 09-09-13	PO BOX 18621	TUCSON	AZ	85731
94	11262192	WOODRUFF JOHN	43258 W MARICOPA AVE	MARICOPA	AZ	85138
95	11262193	WEIDINGER JOSEPH E & BECKY Y	2705 W JACLYN DR	FLAGSTAFF	AZ	86001
96	11262194	TUTAY DANIEL J & ERIN M	2709 W JACLYN DR	FLAGSTAFF	AZ	86001
97	11262195	PRISKORN CRAIG & DANA	28313 LAURA LA PLANTE DR	AGOURA HILLS	CA	91301
98	11262196	BECENTI MICHAEL M	2717 W JACLYN DR	FLAGSTAFF	AZ	86001
99	11262197	BOYD JOHN L III & KAREN E	3980 WESTWOOD CIR	FLAGSTAFF	AZ	86005
100	11262198	JAMES SUSAN	2725 W JACLYN DR	FLAGSTAFF	AZ	86001
101	11262199	KELLY DENNIS	2729 W JACLYN DR	FLAGSTAFF	AZ	86001
102	11262200	MUGO PATTI WAMUYU	2733 W JACLYN DR	FLAGSTAFF	AZ	86001
103	11262201	HARRIS LISA L & TINCER	PO BOX 1782	KABETO	AZ	86053
104	11262202	HAMPTON JEFFREY KIRK & JENNIFER M	2741 W JACLYN DR	FLAGSTAFF	AZ	86001
105	11201212	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
106	11201250	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
107	11201251	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
108	11201252	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
109	11201253	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
110	11201256	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
111	11265032	ECKEL ALISE	2802 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
112	11265033	SCOTT LIONEL & JESSICA	2806 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
113	11265034	SIMPSON HEATHER L	PO BOX 31183	FLAGSTAFF	AZ	86003
114	11265035	GRACEY AMY M & CHRISTOPHER A	2814 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
115	11201258	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
116	11265037	ROAN-ZABAR DONNA	2817 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
117	11265038	MARTUSCIELLO MARIO F& MANDEE A	2813 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
118	11265039	QUICLEY THOMAS JAMES	600 AUBURN AVE	SIERRA MADRE	CA	91024
119	11265040	FUSSELMAN BRIDGET & DEREK	2805 S FOSSIL CREEK LN	FLAGSTAFF	AZ	86001
120	11265041	LIANG JIANJIE & LI HONG	2305 W YAHOO TRL	PHOENIX	AZ	85085
121	11265042	FREITAG RONALD E	2802 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
122	11265043	XU QIANG	5045 S TOPAZ RD	FLAGSTAFF	AZ	86005
123	11265044	GRIFFIS AUDREY L	165 LAKESHORE RD	GILBERTSVILLE	KY	42044
124	11265045	CANTOR PROPERTIES LLC	3199 RAINBOW RIDGE DR	PRESCOTT	AZ	86303
125	11265046	MARTINEZ JUAN	2818 SOUTH FLAGSTONE LN	FLAGSTAFF	AZ	86001
126	11265047	STEIN JEFFREY A & ABIGAIL	2817 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
127	11265048	GALLEGOS LORETTA	2811 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
128	11265049A	BHAKTA RAJENDRABHAI D & SHILABEN R	8383 E STATE ROUTE 69	PRESCOTT VALLEY	AZ	86314
129	11265050A	FISHER DUSTIN BRYANT	2801 S FLAGSTONE LN	FLAGSTAFF	AZ	86001
130	11265062	COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
131	11265058	COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
132	11262001	SUMMERS SCOTT D & SUSAN M	8211 179TH PL NE	ARLINGTON	WA	98223
133	11262002	SNIDE THOMAS K & MARIE G	2922 S PEPITA DR	FLAGSTAFF	AZ	86001
134	11262003	COOK BRENDON & APRIL	2916 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
135	11262004	DAVIS FAMILY TRUST DTD 07-30-18	2912 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
136	11262005	PHILLIPS JAMES & MARGARET	6 INDIAN PAINTBRUSH DR	BOZEMAN	MT	59718
137	11262006	PATCH EMILY	1000 W FOREST MEADOWS NO 250	FLAGSTAFF	AZ	86001
138	11262007	CHANG JONATHAN P	2900 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86005
139	11262008	HAMREN CAL & ELLYN A	20735 N 62ND DR	GLENDALE	AZ	85308
140	11262009	MORGAN JOHN L & DONNA M	2919 S PEPITA DR	FLAGSTAFF	AZ	86001
141	11262010	BAKER RYAN W & JEANNETTE N	2923 S PEPITA DR	FLAGSTAFF	AZ	86001
142	11262011	SHAY ROLAND L	2927 S PEPITA DR	FLAGSTAFF	AZ	86001
143	11262012	VERA KIMBERLY A & SALVADOR JR	2931 S PEPITA DR	FLAGSTAFF	AZ	86001
144	11262013	HAMMER JOSEPH J & SARAH E	2935 S PEPITA DR	FLAGSTAFF	AZ	86004

TAG #	APN	OWNER	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIPCODE
145	11262014	TURNER CODY C	2939 S PEPITA DR	FLAGSTAFF	AZ	86001
146	11262015	BIGGERSTAFF PATRICK & WHITNEY	2943 S PEPITA DR	FLAGSTAFF	AZ	86001
147	11262016	BAMFORD FRANCIS J	2947 S PEPITA DR	FLAGSTAFF	AZ	86001
148	11262017	JOHNSON BRANDON S	2951 S PEPITA DR	FLAGSTAFF	AZ	86001
149	11262018	DEHOAG CRYSTAL F & ZENAS	2955 S PEPITA DR	FLAGSTAFF	AZ	86001
150	11262019	GEORGE ALLEN JOSEPH & CHRISTINA MARY	2959 S PEPITA DR	FLAGSTAFF	AZ	86001
151	11262020	FOGLE DONALD & CAROLE	2236 MANZANITA			

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217	11262159	NORRIS CHAD W	2923 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
218	11262160	BRIGHAM STEVEN M & ERNA V	2927 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
219	11262161	MCDOWELL DANNY & SHAWNEE	2604 N FOX RUN RD	FLAGSTAFF	AZ	86004
220	11262162	LEY MICHAEL P & BRENDA K	2935 S PARDO CALLE	FLAGSTAFF	AZ	86001
221	11262163	FISCHENICH MIKE & PAULA	3515 W STRAWBERRY ROAN	FLAGSTAFF	AZ	86005
222	11262164	AUSTIN GARRETT	2943 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
223	11262165	COLEMAN AARON O	2947 S PARDO CALLE DR	FLAGSTAFF	AZ	86001
224	11262166	LAURITSEN DENNY & ANNETTE	2951 S PARDO CALLE	FLAGSTAFF	AZ	86001
225	11262167	THIESING JAMES W & CAROL A	2092 ASHBURTON WAY	MOUNT PLEASANT	SC	29466
226	11262168	NANKIVELL DEBRA L	2918 S PARDO CALLE	FLAGSTAFF	AZ	86001
227	11262169	SUFIA BRANDON SIONE	3650 E LAKE MEAD BLVD NO 257	LAS VEGAS	NV	89115
228	11262170	MCDOWELL DANNY & SHAWNEE	2604 N FOX RUN RD	FLAGSTAFF	AZ	86004
229	11262171	DAVIS ROBERT	2921 W CARAVAGGIO LN	PHOENIX	AZ	85086
230	11262172	CURTIS MATTHEW	2187 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
231	11262173	FREDEITE ANNETTE & ANTHONY	2191 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
232	11262174	DOHSE TIMOTHY & CHELSEA NICOLE	2195 W MISSION TIMBER CIR	FLAGSTAFF	AZ	86001
233	11262175	MCDOWELL DANNY & SHAWNEE	2604 N FOX RUN RD	FLAGSTAFF	AZ	86004
234	11262176	HAGENSEN RACHEL L	20014 34TH AVE SE	BOTHELL	WA	98012
235	11262177	HOFFMAN ELIZABETH A	2925 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
236	11262178	BROWN PETER TRUST DTD 04-18-18	2921 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
237	11262179	GOWANLOCK MICHAEL	2932 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
238	11262180	UPSON BRENT W	3022 W NIGHT OWL LN	PHOENIX	AZ	85085
239	11262181	ELIIS PRESTON COLE & JAYME	2445 W POLLO CIR	FLAGSTAFF	AZ	86001
240	11262182	PRENTICE JOHN M & THERESA J	2920 S PAIS DEL NORTE	FLAGSTAFF	AZ	86001
241	11262524	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
242	11262525	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
243	11262526	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
244	11262527	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
245	11262528	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
246	11262529	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
247	11262530	KENMORE JANE H	2562 W JOSSELYN DR	FLAGSTAFF	AZ	86001
248	11262531	KENMORE JANE H & NEAL R	2562 W JOSSELYN DR	FLAGSTAFF	AZ	86001
249	11262532	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
250	11262533	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
251	11262534	HANSON POLLY & GARRY	2572 W JOSSELYN DR	FLAGSTAFF	AZ	86001
252	11262535	BETHKE MCKENZIE RAE	2574 W JOSSELYN DR	FLAGSTAFF	AZ	86001
253	11262536	ST LOUIS JAY & ANGELA	1391 W MAPLEWOOD ST	CHANDLER	AZ	85286
254	11262537	WILSON JONATHAN S	2904 W PRESIDIO DR	FLAGSTAFF	AZ	86001
255	11262538	FOREMAN SCOTT H & LISA P	2900 W PRESIDIO DR	FLAGSTAFF	AZ	86001
256	11262539	FORD JEFFREY B	9428 E HERITAGE TRAIL DR	SCOTTSDALE	AZ	85255
257	11262540	WYATT JANICE L REVOCABLE LIVING TRUST DTD 10-27-2010	11087 N JOY FAITH DR	ORO VALLEY	AZ	85737
258	11262541	SHILLING AARON E & HOLLY	2892 W PRESIDIO DR	FLAGSTAFF	AZ	86001
259	11262542	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
260	11262543	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
261	11262544	WELINS-NEUBERGER FAMILY TRUST DTD 05-05-16	11111 E SOREL LN	SCOTTSDALE	AZ	85259
262	11262545	SHAFFER ATTICUS	32515 SADDLE PEAK CT	ACTON	CA	93510
263	11262546	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
264	11262547	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
265	11262548	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
266	11262549	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
267	11262550	MOUNT MARILYN	2864 W PRESIDIO DR	FLAGSTAFF	AZ	86001
268	11262551	ALVIN THOMAS R & SHELLEY B	3973 N FOUNDER CIR	BUCKEYE	AZ	85396
269	11262552	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
270	11262558	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
271	11265059	COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
272	11265060	COTTAGES AT CEDAR RIDGE HOMEOWNERS ASSOCIATION INC	813 N BEAVER ST NO 5	FLAGSTAFF	AZ	86001
273	11201165	VP 66 & WOODY MOUNTAIN LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
274	11201166	VP 66 & WOODY MOUNTAIN LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
275	11201170	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
276	11201171	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
277	11201172	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
278	11201173	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
279	11201174	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
280	11201175	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
281	11201176	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
282	11201177	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
283	11201178	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
284	11201179	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
285	11201180	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
286	11201181	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
287	11201182	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
288	11201183	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005

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289	11201184	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
290	11201185	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
291	11201186	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
292	11201187	ABBOTT-RHOTON INVESTMENTS L L C	3605 S FLAGSTAFF RANCH RD	FLAGSTAFF	AZ	86005
293	11201271	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
294	11201272	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
295	11201273	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
296	11201274	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
297	11201275	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
298	11201276	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
299	11201277	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
300	11201278	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
301	11201279	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
302	11201280	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
303	11201281	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
304	11201282	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
305	11201283	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
306	11201284	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
307	11201285	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
308	11201286	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
309	11201287	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
310	11201288	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
311	11201289	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
312	11201290	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
313	11201291	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
314	11201292	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
315	11201293	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
316	11201294	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
317	11201295	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
318	11201296	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
319	11201297	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
320	11201298	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
321	11201299	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
322	11201300	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
323	11201301	TIMBER SKY 3A LLC	1955 COMMERCE CENTER CIR NO A	PRESCOTT	AZ	86301
324	11201307	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
325	11201308	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
326	11201156	VP 66 & WOODY MOUNTAIN LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
327	11201157	VP 66 & WOODY MOUNTAIN LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
328	11201162	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
329	11201163	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
330	11262277A	PETTIT BRENT & CASSANDRA	2412 W POLLO CIR	FLAGSTAFF	AZ	86001
331	11262278A	GROSVENOR FAMILY REVOCABLE LIVING TRUST DTD 03-23-17	2221 FIERO DR	LAS VEGAS	NV	89134
332	11262282	FINCH ROBERT R & JANE LOVELY	2453 W POLLO CIR	FLAGSTAFF	AZ	86001
333	11262283	MABBIT ROBERT E	2457 W POLLO CIRCLE	FLAGSTAFF	AZ	86001
334	11262433	QUIMBY LEONARD	6700 WOODLANDS PARKWAY STE 230-268	SPRING	TX	77382
335	11262434	JOHNSON JOSHUA J & ALLISON H	2559 W JOSSELYN DR	FLAGSTAFF	AZ	86001
336	11201261	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
337	11201262	TIMBER SKY COMMUNITY ASSOCIATION	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
338	11249311	GILBERTSON ADELA	1550 KELLY ST	REDLANDS	CA	92374
339	11249312	BLOOMBERG KIM E	2436 W ROCK ISLAND AVE	FLAGSTAFF	AZ	86001
340	11249313	MICHALSKI CHARLES D & CINDY L	1117 RAINBOW AVE S	LAKE HAVASU CITY	AZ	86403
341	11249444	RAILROAD SPRINGS 66 LLLP	1016 W UNIVERSITY AVE NO 203	FLAGSTAFF	AZ	86001
*	11201002	FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
*	11201007	WANDERLAND FLAGSTAFF LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
*	11201008	WANDERLAND FLAGSTAFF LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
*	11201009	HIDDEN HOLLOW MANUFACTURED HOME COMMUNITY LLC	101 MAIN ST NO 280	HUNTINGTON BEACH	CA	92648
*	11201019	VP 66 & WOODY MOUNTAIN LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
*	11262483	MIRAMONTE PRESIDIO LLC	2502 E RIVER RD	TUCSON	AZ	85718
*	11262473B	PRESIDIO IN THE PINES HOMEOWNER'S ASSOC INC	323 S RIVER RUN RD NO 1	FLAGSTAFF	AZ	86001
*	11262473C	FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
*	11201001D	FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
*	11201003A	HELIN BUILDING LLC	1800 N HEREFORD DR	FLAGSTAFF	AZ	86001
*	11201003B	HELIN BUILDING LLC	1800 N HEREFORD DR	FLAGSTAFF	AZ	86001
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*	*	GAMMAGE & BURNHAM, PLC (ATTN: NICK SOBRASKE)	40 NORTH CENTRAL AVE, 20TH FLOOR	PHOENIX	AZ	85004

SKY COTTAGES  
at  
TIMBER SKY



V  
VINTAGE  
PARTNERS

GAMMAGE  
&  
BURNHAM  
Attorneys at Law

SWI  
Shepherd & Westriter, Inc.

Mosaic

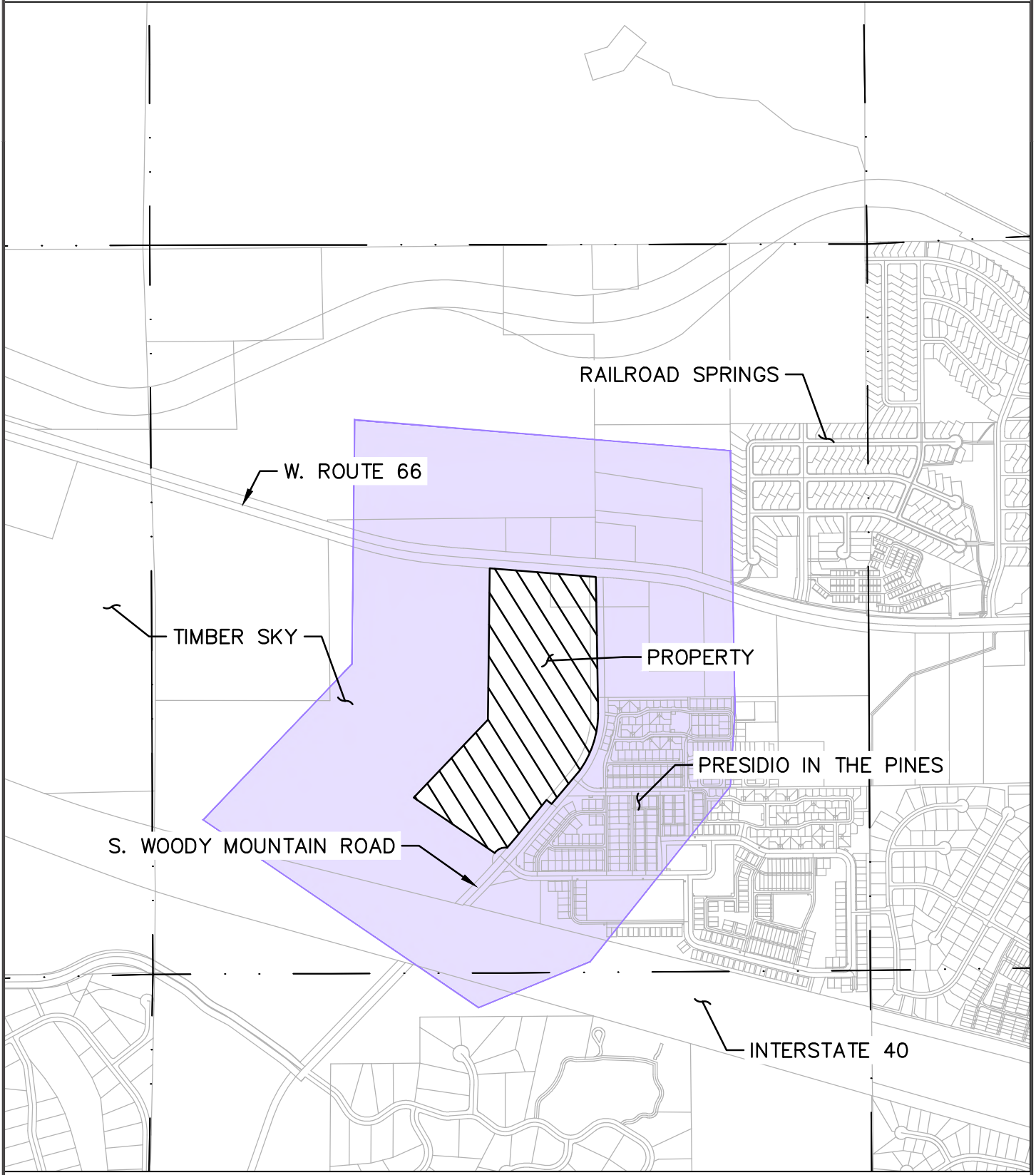
NORRIS DESIGN  
Planning | Landscape Architecture | Branding

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PARCELS (2)

SHEET NO.

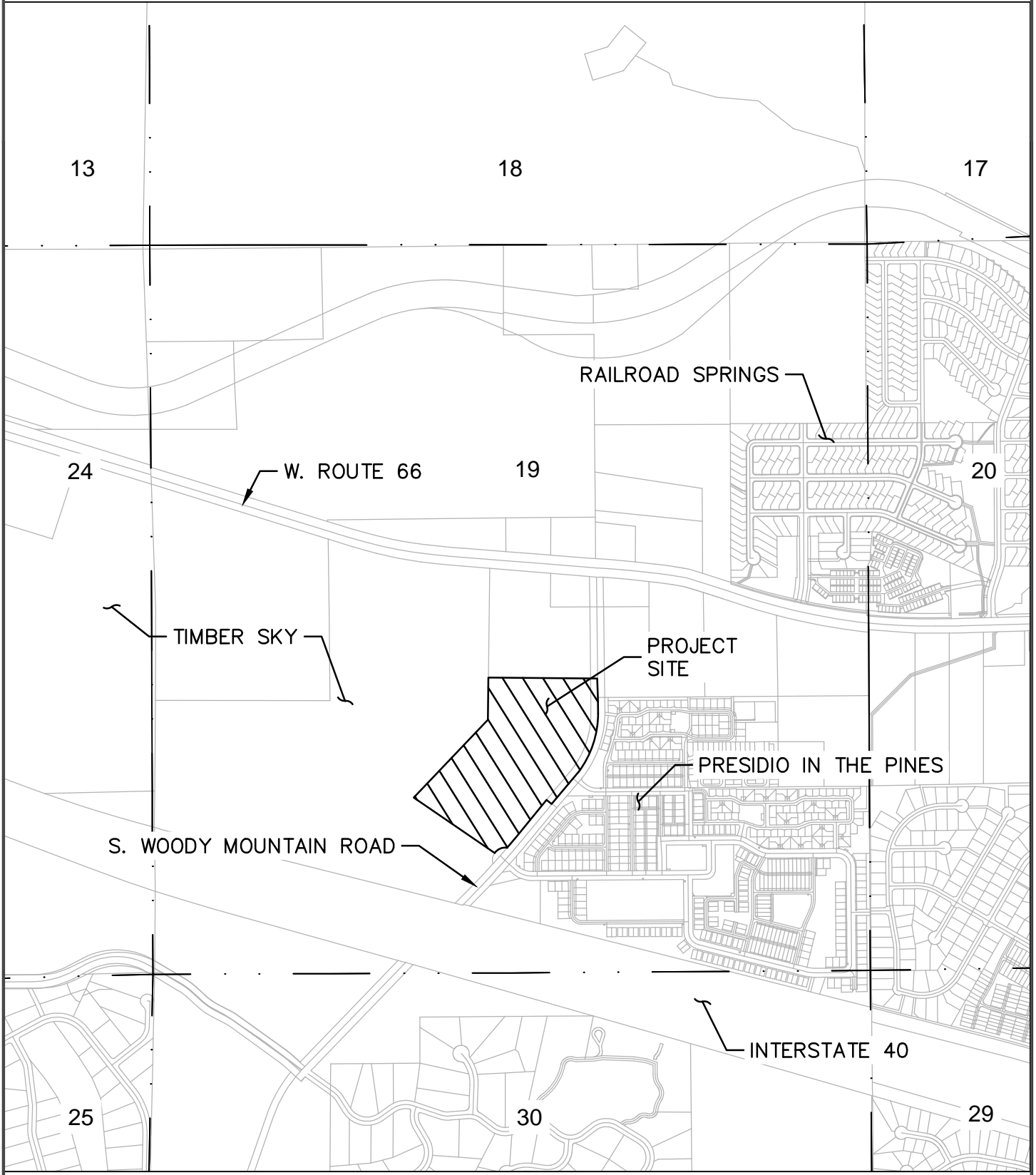
30 of 33

PZ-20-00153





LOCATED IN SECTION 19, TOWNSHIP 21 NORTH,  
 RANGE 7 EAST, GILA AND SALT BASE MERIDIAN,  
 COCONINO COUNTY, FLAGSTAFF, ARIZONA





LOCATED IN SECTION 19, TOWNSHIP 21 NORTH,  
RANGE 7 EAST, GILA AND SALT BASE MERIDIAN,  
COCONINO COUNTY, FLAGSTAFF, ARIZONA

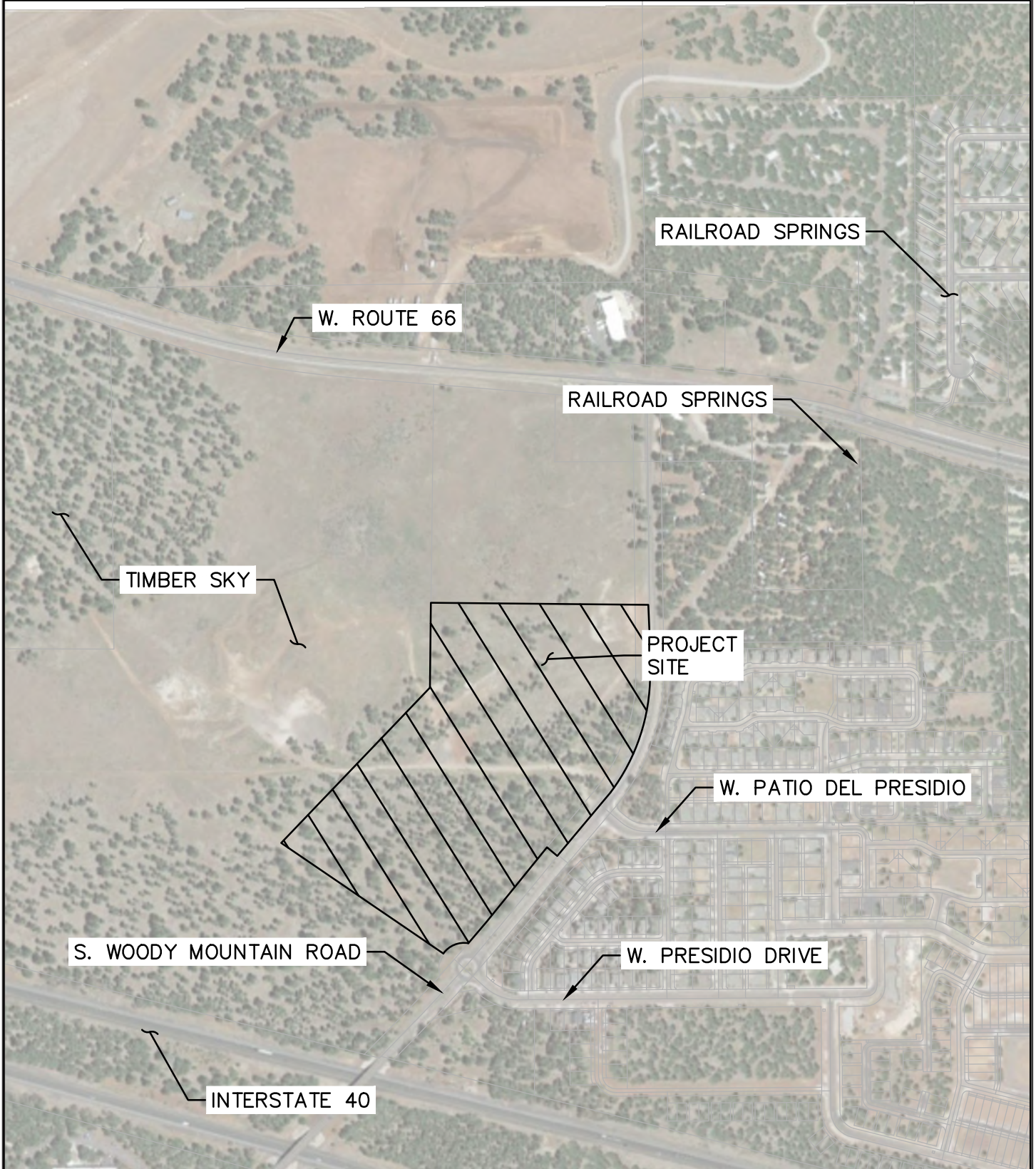
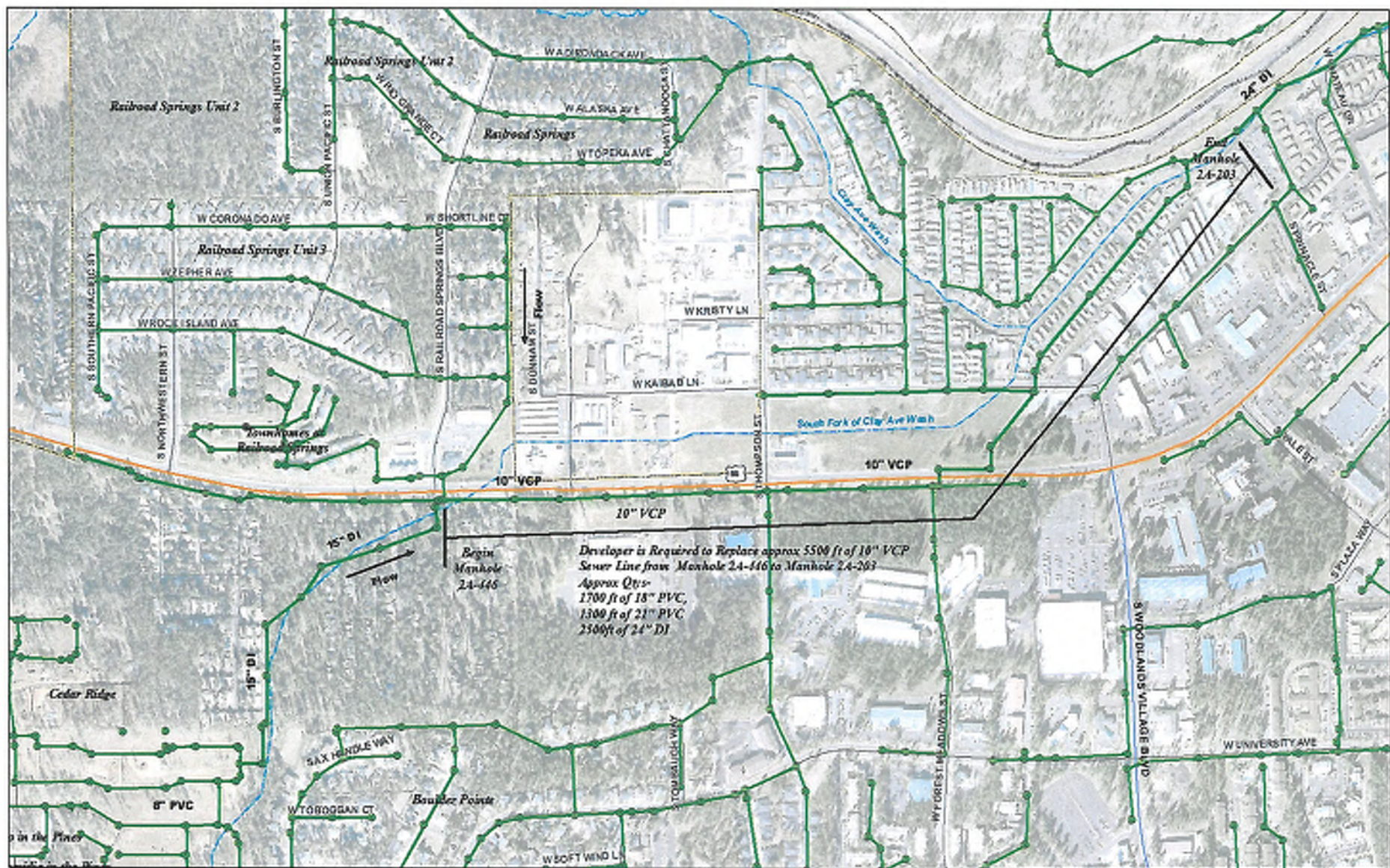


Exhibit "C"



Map of Required Public Improvements

Figure 6



# ASPEN HEIGHTS STUDENT HOUSING DEVELOPMENT

36.94 Acre Development Project  
Analysis Completed Dec 2013

## *Public Water & Sewer Impact Analysis*

Prepared by the City of Flagstaff Utilities Department

### Mayor

Jerry Nabours

### Council

Coral Evans

Jeff Oravits

Celia Barotz

Scott Overton

Karla Brewster

Mark Woodson

### City Manager

Kevin Burke

### Utilities Director

Brad Hill, R.G.

### City Engineer

Rick Barrett, P.E.

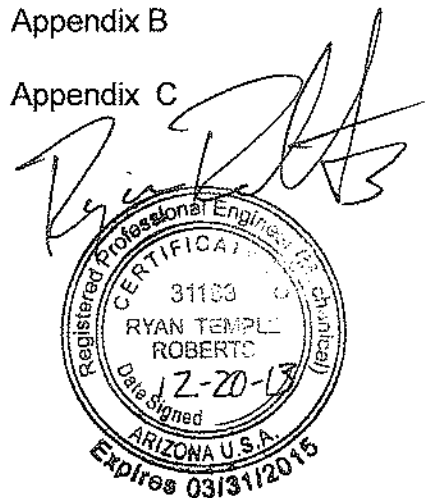
### Public Works Director

Erik Solberg



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Aspen Heights Student Housing Development

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Junction Report	Appendix B
SewerCad Gravity pipe report	Appendix C

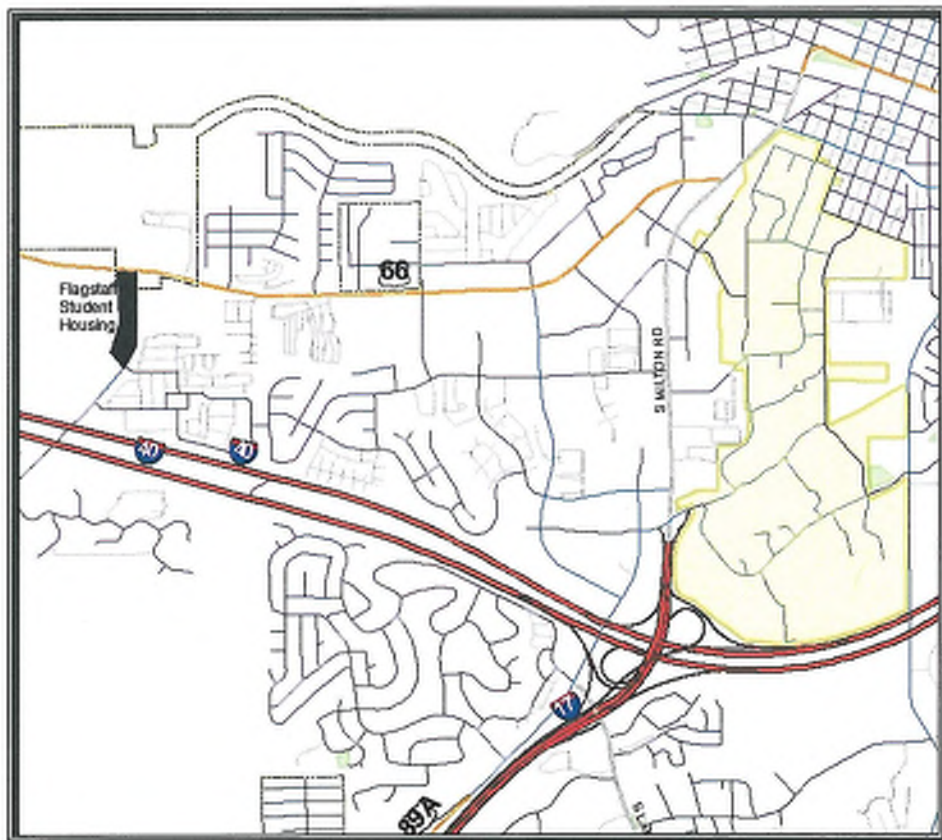


## I. INTRODUCTION

The Aspen Heights Development is a proposed student housing development located at 2701 south Woody Mountain Road. Plans for the site include the creation of 214 apartment units/student housing dwelling units. The site is bordered on the North by West Highway 66, on the East by Presidio in the Pines Subdivision, and on the West by undeveloped land. Parcels APN 112-01-019 make up its property boundaries. The existing property consists of 36.94 acres of currently undeveloped land that is zoned rural residential. The proposed development is within the urban service boundary, and has the ability to be serviced with City Water and Sewer Utilities in accordance with the City of Flagstaff Engineering Standards.

The Aspen Heights conceptual site plan and densities were provided by Mogollon Engineering and were used as the basis for this analysis. It was provided to the City of Flagstaff on 24" X 36" drawings and electronically.

The City of Flagstaff Engineering Standards were utilized to determine the flow characteristics for this project. This water and sewer impact study is considered valid for a period of one year from the completion date.



*Vicinity Map*

N.T.S.

## II. ANALYSIS SUMMARY

### **On-site modifications:**

**Sewer:** Currently there is no infrastructure in the ground to support this development, so all sewer systems will have to be designed and built.

**Water:** Currently there is no infrastructure in the ground to support this development, so all water systems will have to be designed and built.

### **Off-site modifications** indicated by the analysis are:

**Sewer:** Approximately 5,500 feet of existing 10" sewer starting at manhole 2A-446 through manhole 2A-203 must be upsized to 18, 21 and 24" .

**Water:** Based upon the City of Flagstaff water model created, no off-site water improvements will be required.

## III. WATER SYSTEM ANALYSIS

### A. EXISTING WATER SYSTEM

The elevations within this project vary between 7070' and 7112'. The area will be classified as Pressure Zone A+ which can serve up to an elevation of 7220' under normal conditions and continue to satisfy all City of Flagstaff Engineering Standards related to water systems.

The main source of water for this site is the 12" diameter Zone A+ waterline located in Woody Mountain Road. This line extends from Route 66 to the Presidio in the Pines Subdivision along the Eastern boundary of this development within existing public right of way. All existing pipe information is based upon City of Flagstaff GIS information and should be confirmed prior to commencement of detailed design work.

The existing Zone A+ waterlines are fed by the Railroad (RR) Springs tank and a booster pump located in Railroad Springs Subdivision.

### B. PROPOSED WATER SYSTEM EXTENSIONS

An existing 12-inch water main currently is currently in place on the east side of the proposed future residential housing development. Three connections will be made to this existing 12 inch main to provide water for the development. The developer is proposing and will be required to provide a looped water system for development of this parcel.

The proposed water main extensions that will serve as the backbone infrastructure for the proposed development are made up of 8-inch waterlines. The proposed water system layout is presented in Figure 1. The city is requiring that a tract of

land (26' wide minimum) be dedicated to the City of Flagstaff to allow for a public utility easement and future accessibility to the proposed looped water line running through this project. Water line stub outs for future connectivity to adjoining parcels on the west side of this development will also need to be provided.

Connection to the 12" main located in Woody Mountain road to Presidio in the Pines Subdivision is acceptable and the pressures and flows within the existing line are adequate and shall be considered the primary water source for this project.

The analyzed piping network, including existing and proposed pipe sizes, is shown in the attached copy of the WaterGems System Map (Figure 3).

### C. WATER SYSTEM DEMANDS

Water system demands for the proposed development were calculated based on each room per capita per unit. The following calculations are examples on the approach used to estimate demands.

Total number of bedrooms = 714  
Dwelling Units = 224  
Fire Flow = 1500 gpm  
Avg Residential = 100 gpcd  
Peak Hour = 250 gpd

#### Average Water Demand

Average Residential Demand:

714 room units x 1 people/unit x 100 gpcd = 71,400 gal/day

Average Total = 71,400 gal/day

#### Peak Water Demand

Peak Daily Residential Demand

714 room units x 1 people/unit x 250 gpcd = 178,500 gal/day

**Peak Total = 178,500 gal/day  
= 123.9 gpm**

Water demands for the project were placed at Junction node J-202 within the development. The model was run using peak hour demands plus fire flow. The attached water map shows the analyzed pipe network and applicable junction node numbers. The results of the fire flow analysis for each junction node are also included at the end of this report.

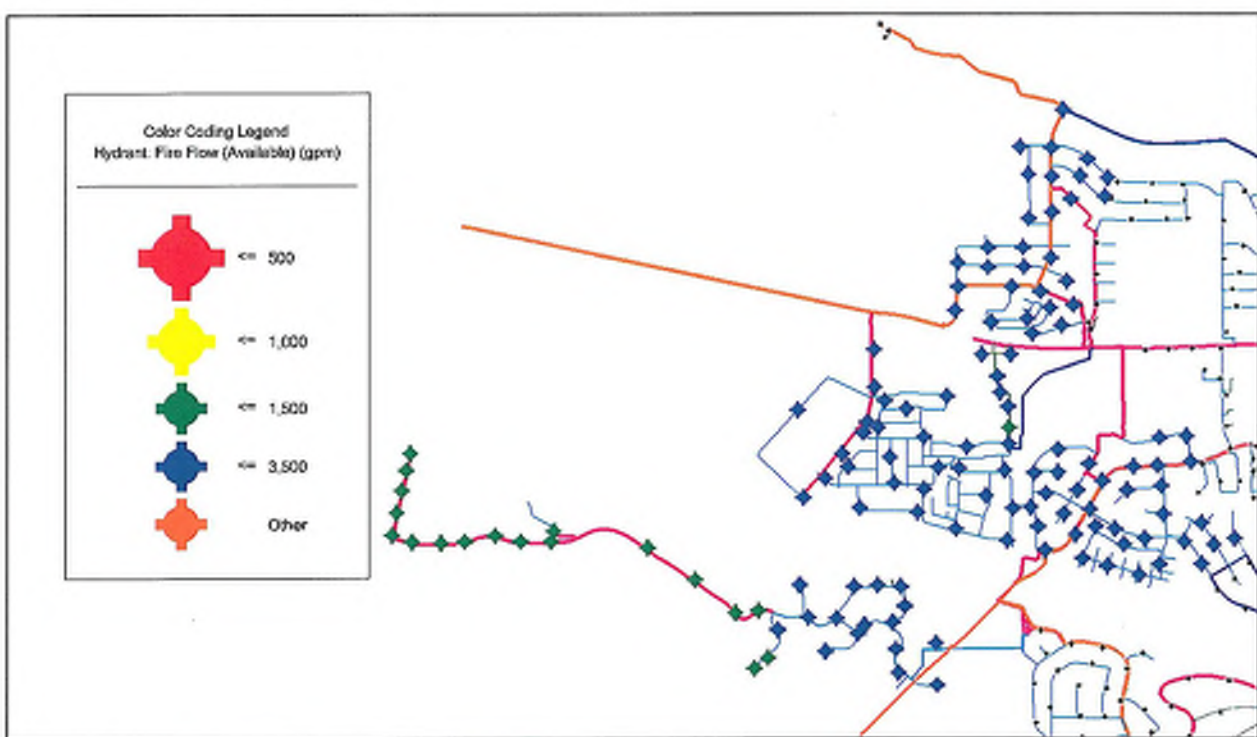
#### D. WATER SYSTEM ANALYSIS RESULTS

Results of the computer analysis showed that a looped connection to the 12" diameter main in West Highway 66 and the 8" diameter main located in Presidio in the Pines Subdivision is acceptable.

Results of the computer analysis revealed a range in **static pressure offsite** of 41 psi to 157 psi. These pressures are consistent given the elevations of the junction nodes within the analyzed zone boundary. The **static pressure within the project** ranges between 89 psi and 107 psi. The 107 psi reading occurs at an elevation of approximately 7070' at junction node J-201. The lowest static pressure reading of 89 psi is above the City Engineering Standards minimum static pressure of 40 psi.

Results of the computer analysis indicating the available fire flow and residual pressure during the fire flow simulation at each hydrant in the pressure zone are listed in the Fire Flow report (Appendix A). The figure below shows the graphical ranges of available fire flow throughout the pressure zone A+. The available fire flow for this development is 3,100 gpm. The results for the development show that the system satisfies the City's criteria for fire flow and domestic demands in the proposed development area. of fire flow available and residual pressure near the project site.

#### **Available Fire Flow in Zone A+**



The minimum residual pressure with a maximum day demand plus fire flow at the proposed site is 69 psi. The minimum residual pressure within the development is above or equal to the City's Engineering Standards minimum residual pressure of 20 psi. The residual pressure with the fire flow needed in Zone A+ ranges between 20 and 130 psi. The 20 psi residual pressures contained in the fire flow simulation occur near the WL Gore property at Kiltie Lane and Flagstaff Ranch Road.

The results of this analysis conclude that the analyzed system satisfies the City of Flagstaff Engineering Standards for fire flow and domestic demands. No off-site water infrastructure improvements other than that necessary to connect to the existing waterlines are required of this development.

#### IV. SEWER SYSTEM ANALYSIS

##### A. EXISTING SEWER SYSTEM

There are two likely connection points to the City of Flagstaff sewer system. The nearest sewer lines that allows for gravity flow from this site are located along Woody Mountain road as shown on the conceptual drawing. There are two 8" diameter PVC sewer lines located along the south eastern border of the project. The existing sewer lines are both 8" diameter PVC pipe and the sewage gravity flows to the east. The Rio De Flag Wastewater Treatment Plant, which is currently operating below maximum capacity, will treat all sewage collected in this line.

The current users of this sewer collector system are the Westside residents in Presidio in the Pines, Boulder Pointe, Railroad Springs neighborhoods, Westglen and Wildwood Hills mobile home parks, businesses along Route 66, and the majority of West Flagstaff. This analysis takes into account the anticipated flows generated by proposed projects such as the Presidio in the Pines, Boulder Pointe, Crestview Subdivision and Railroad Springs Townhouses.

##### B. PROPOSED SEWER SYSTEM EXTENSIONS

The developer proposes a sewer connection to the existing 10" diameter sewer line in West Highway 66 at manhole 2A-327. This existing 10" VCP trunk line does not have sufficient capacity to convey all anticipated sewage flows generated by this site.

The proposed onsite sewer system is shown located within a Public Utility Easement running from the Presidio in the Pines Subdivision to West Highway 66. The onsite sewer system was not analyzed as a part of this report and shall be addressed in the Engineer's Design Report. This work shall be consistent with the requirements called out in the City of Flagstaff Engineering Standards.

It is a requirement that every effort be made to locate all public sewer mains within the right-of-way/roadway (public or private) to serve this subdivision. Accessibility for maintenance purposes is a high priority of this department.

### C. SEWER SYSTEM DEMANDS

Sewer system demands for the proposed development were calculated based on each room per capita per unit. The following calculations are examples on the approach used to estimate demands.

Total number of bedrooms = 714

Dwelling Units = 224

Fire Flow = 1500 gpm

Avg Residential = 100 gpcd

Peak Hour = 250 gpd

#### Average Sewer Demand

Average Residential Demand:

$$714 \text{ room units} \times 1 \text{ people/unit} \times 75 \text{ gpcd} = 53,550 \text{ gal/day}$$

Average Total = 53,550 gal/day

#### Peak Sewage Flows

Residential

$$2.6 \text{ (peaking factor)} \times 53,550 \text{ gal/day} = 139,230 \text{ gal/day}$$

Total Peak Sewage Flows = 139,230 gal/day

The Aspen Heights Student Housing Development will contribute an average of about 53,550 gpd, with an estimated peak flow of 139,230 gpd.

### D. SEWER SYSTEM ANALYSIS RESULTS

Results of the computer analysis showed that the existing sewer collector system is not adequate for the proposed development. The City of Flagstaff considers a pipe to be at capacity when the "d/D" ratio is 70%. The capacity of the existing collection system downstream of this project is not adequate to convey the existing and proposed flowrates and maintain the required less than 70% full pipe capacity. Significant off-site infrastructure improvements are required of this development in order to connect to the existing sewer collection system

In the model prepared, the sewer flows for the site were evenly split between two manholes. Sewer flows were contributed to manhole number 2A-612 and manhole 2A-613 located approximately 20 feet off-site from the eastern edge of the property. The affect of the sewage discharge generated by this 714-unit student housing development significantly exceeds the carrying capacity of the existing 10" VCP sewage system and is shown in appendix "C".

The offsite sewer line connects to the existing 10" line in Route 66 at or in the vicinity of manhole 2A-446. From this point on, for approximately 5,500 feet, the existing 10" line, is undersized with inadequate capacity to handle the additional flow and must be upsized to 18", 21" and 24" diameter pipe.

The added load caused by this development make this area susceptible to sewer overflows. All sewer improvements required are shown in Figure 6 (Drawing) .

City Engineering Standards state that when replacement of the sewerline is required, the impact study shall include not only this proposed development but also the anticipated growth into adjacent tracts. All proposed extensions within the project limits must be constructed to accommodate full build-out of the entire drainage basin. All off-site improvements or resizing addressed include this additional required capacity.

The project is required to extend public sewer lines adequate to carry all anticipated contributory flows generated by the future residents of this subdivision, as well as, any potential flows from upstream sources. Likewise the infrastructure design process shall take into consideration exactly how much sewage will enter the public system at peak discharge to insure adequate piping capacity of the existing gravity sewer system in which the flows will be conveyed to the trunk line.

## V. CONCLUSIONS

Significant off-site infrastructure improvements to sewer lines as detailed above are required of this development. No off-site water infrastructure improvements other than that necessary to connect to the existing Zone A+ water are required of this development. All on-site and off-site infrastructure must be constructed to City of Flagstaff and ADEQ standards.

The City of Flagstaff will provide water and sewer service to this site upon acceptance and dedication of all required public improvements. The findings of this analysis indicate that the completion of the project can comply with the public water and sewer infrastructure requirements as outlined in the current City of Flagstaff Engineering Standards. Deviations from the intent shown on the Tentative Plat and further development above that shown on the plat will require additional review and must gain full Development Review Board approval.

The city is requiring that a tract of land (26' wide minimum) be dedicated to the City of Flagstaff to allow for a public utility easement and future accessibility to the proposed sewer and looped water line running through this project. Any public mains falling outside of the public right-of-way will need to be located in a Public Utility/Access Easement that ensures unobstructed access at all times. Accessibility to all Public Utility lines for maintenance purposes is a high priority.

The City will require that Pressure Reducing Valves be installed on all water services located within this project because of the high range (89-107 psi) of static water pressures.

All existing utility information is based upon City of Flagstaff GIS data and the best available data. Field survey work should be done to confirm pipe sizes, materials and location prior to design and construction.

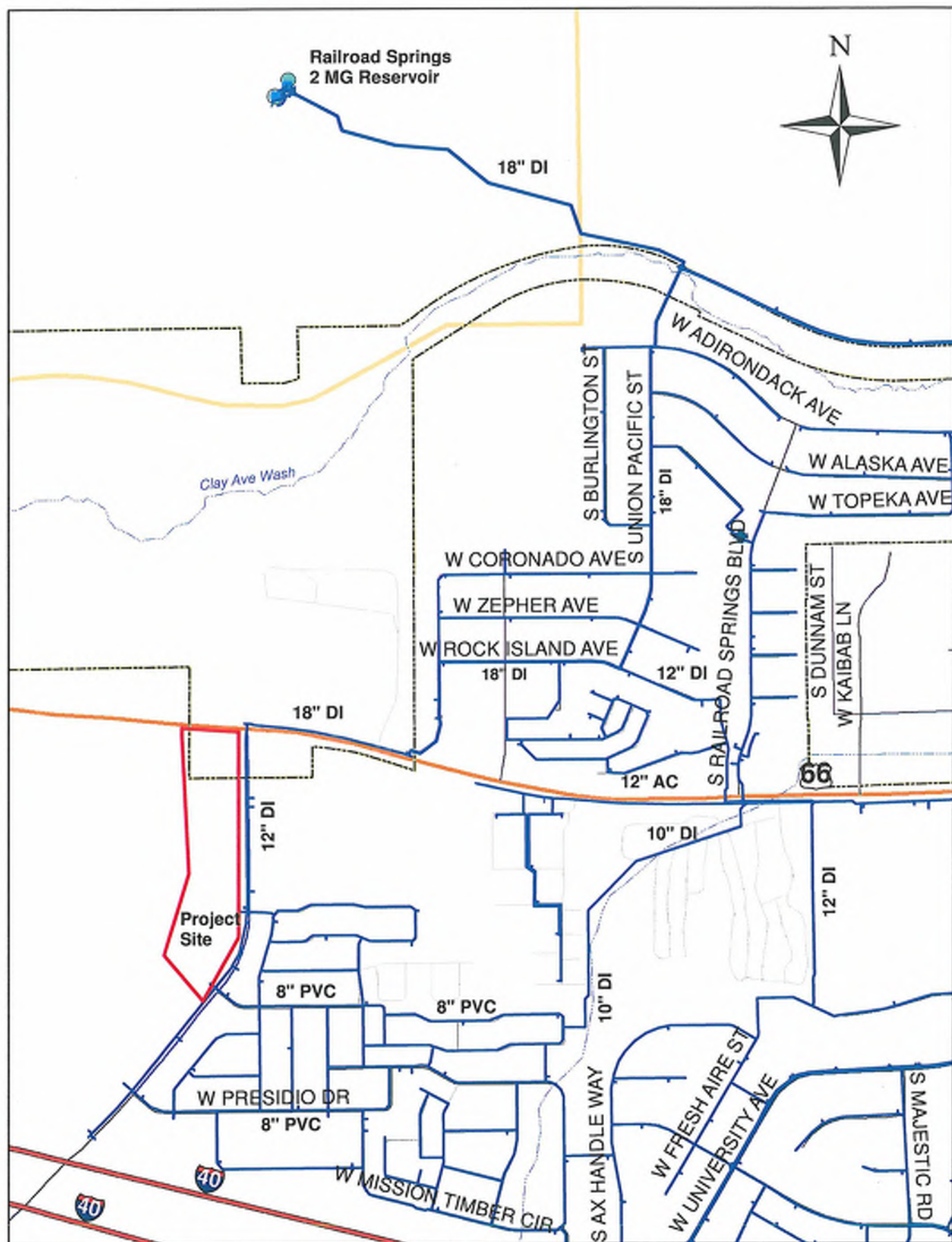
All off-site improvements required for the sewer collection system are subject to the terms of "Recapture Agreements" located in chapter 9-05 of the City of Flagstaff Engineering Design and Construction Standards and Specifications.

This Water and Sewer Impact Study is considered valid for a period of one year from the sealed date of December 20, 2013.

Attachments:

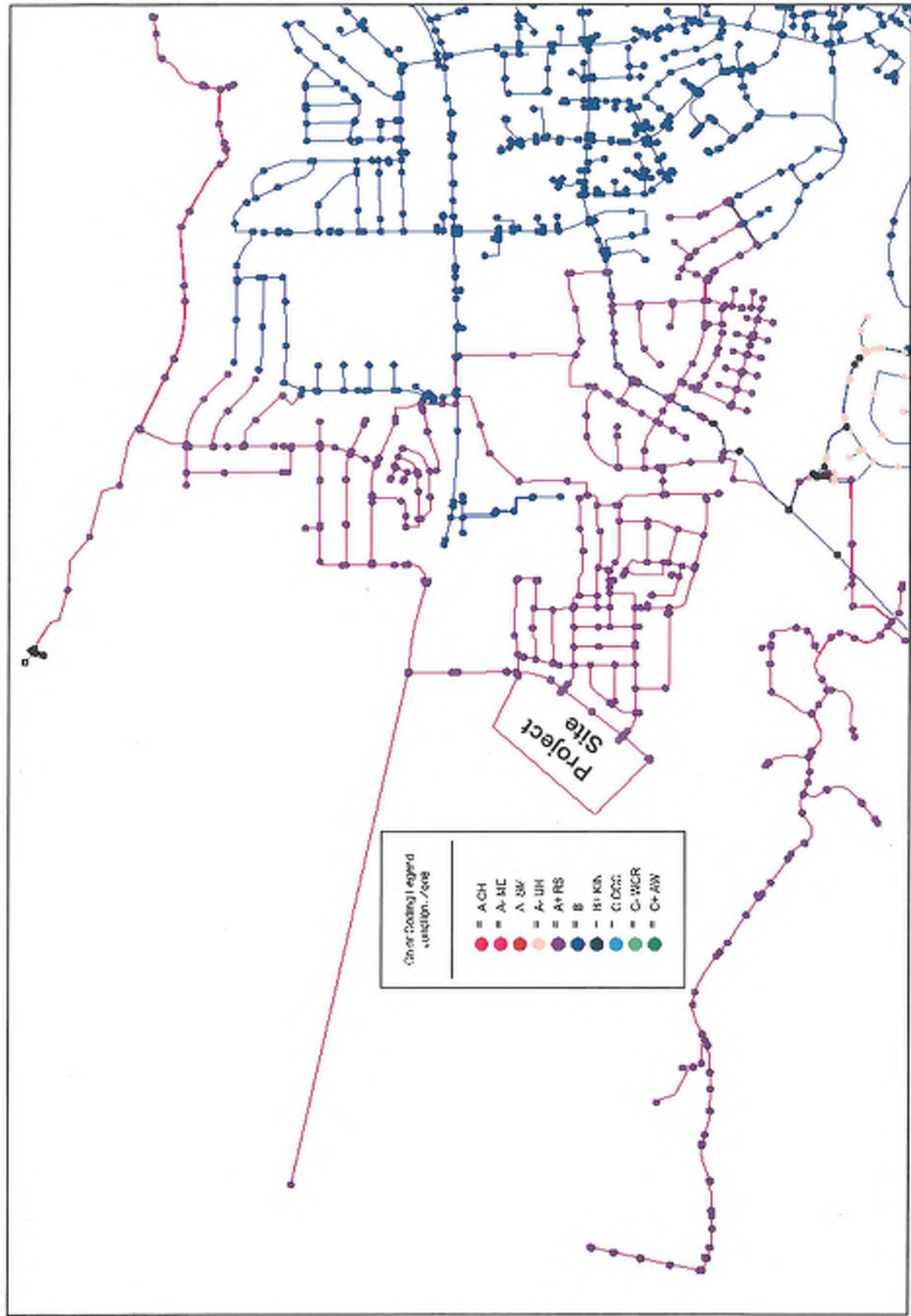
- Aspen Heights Site Plan Drawing
- City of Flagstaff GIS Water Map
- Bentley Systems WaterGEMs Drawing
- City of Flagstaff GIS Sewer Map
- Bentley Systems SewerCad Drawing
- Map of Offsite Public Improvements
- Map of Onsite Public Improvements
- Fire Flow Analysis Report
- Junction Report
- SewerCad Gravity pipe report





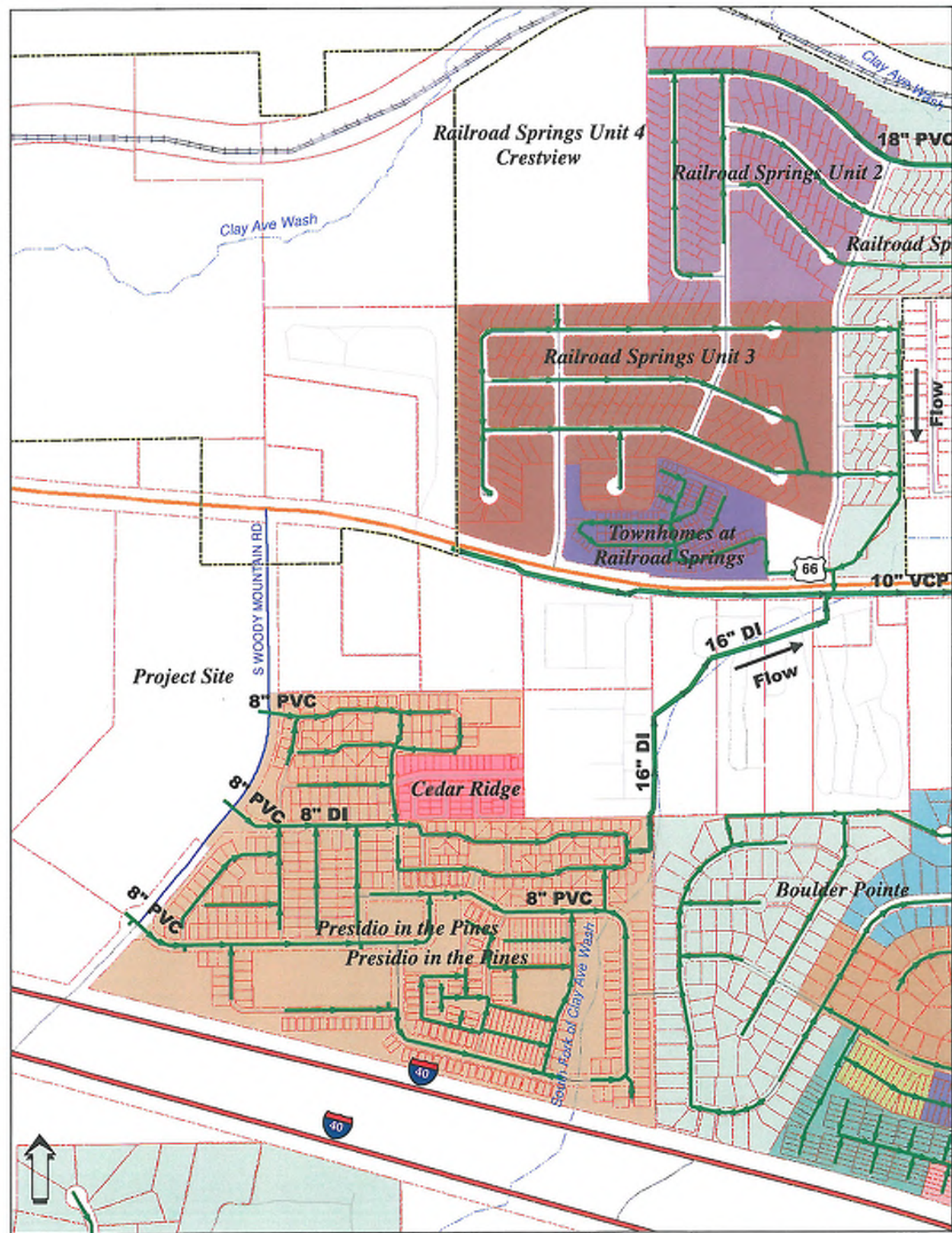
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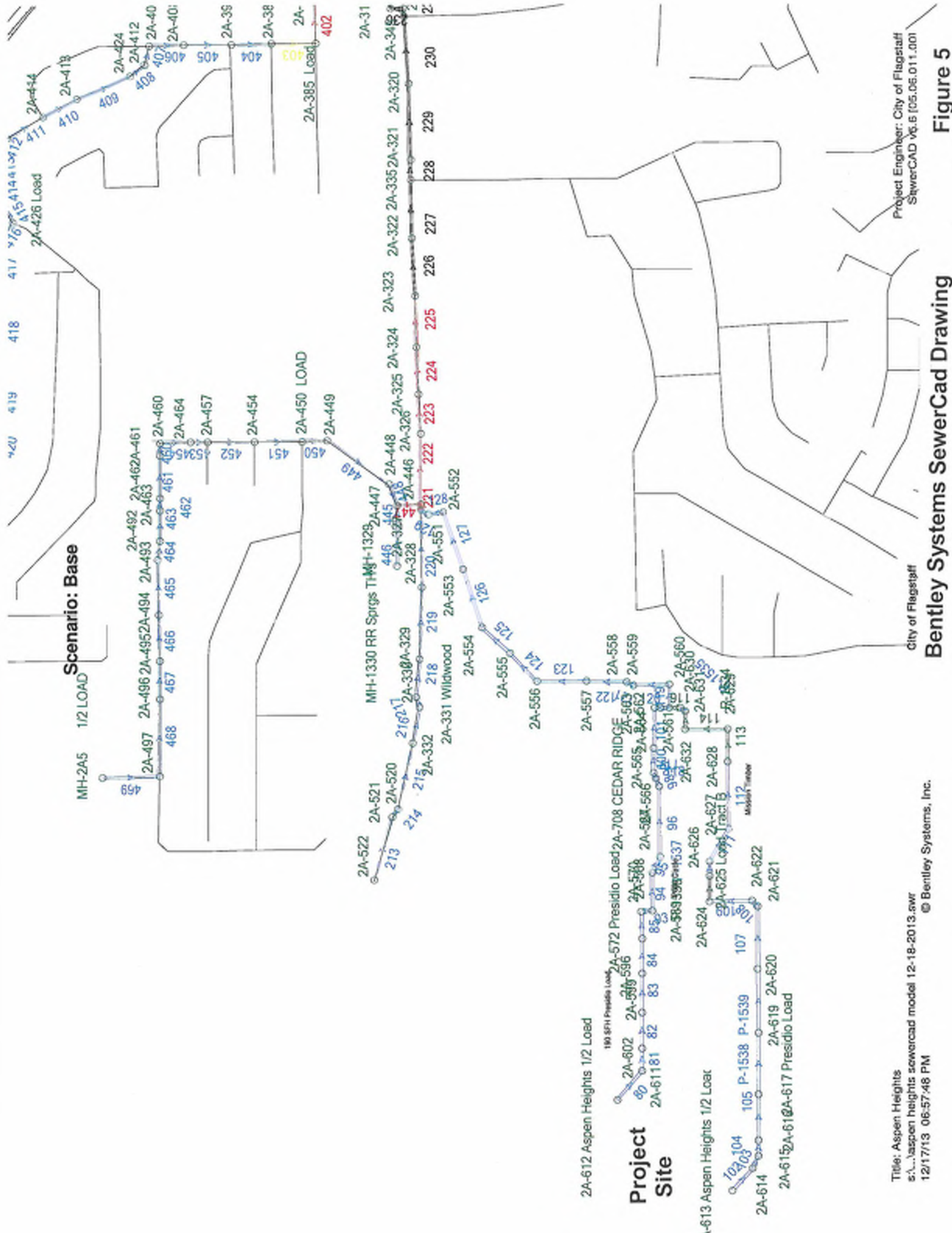
Figure 2



Bentley Systems WaterGEMS Drawing

Figure 3





Scenario: Base

Project Site

City of Flagstaff

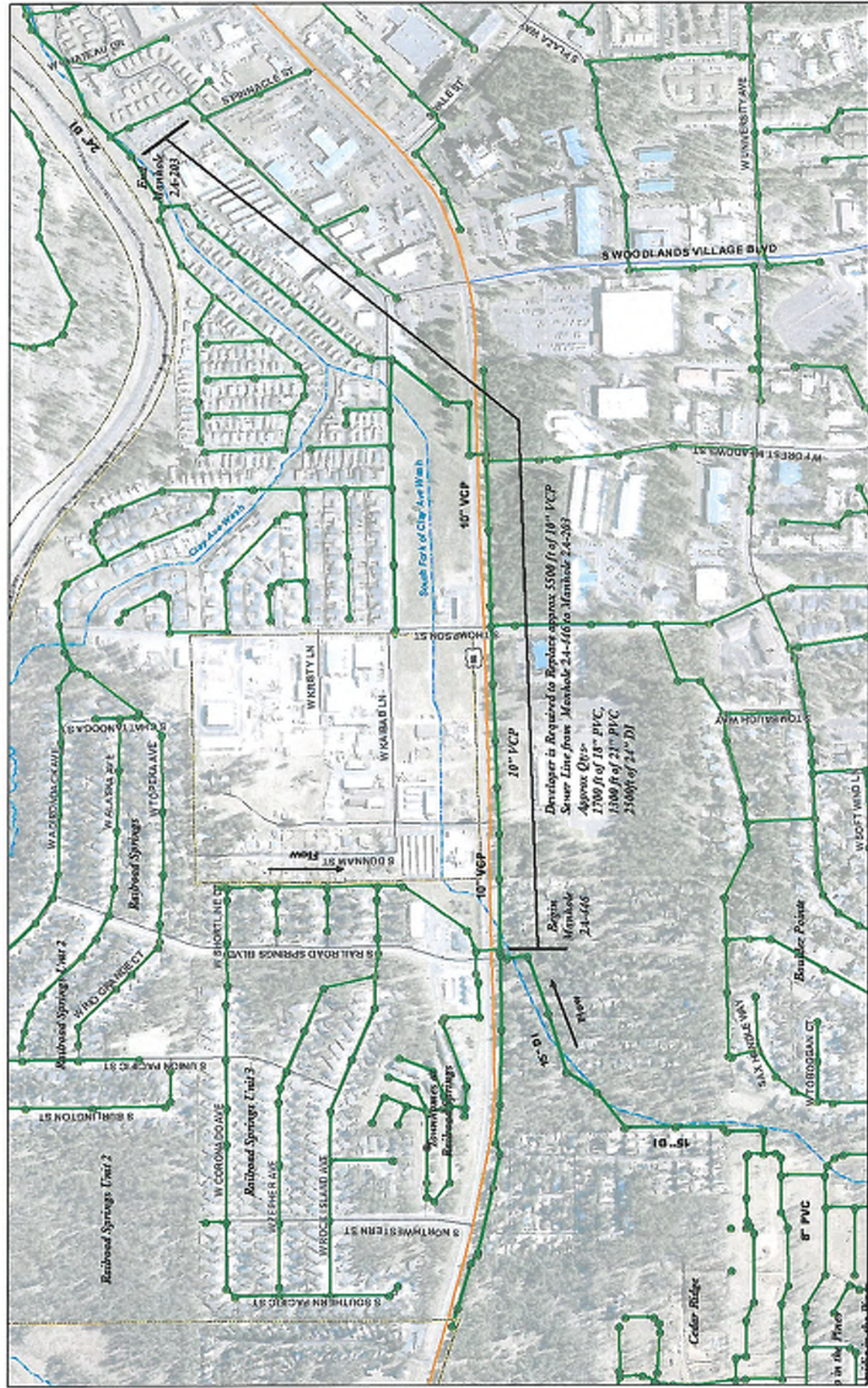
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SewerCAD V8.5 (05.05.011.001)

© Bentley Systems, Inc.

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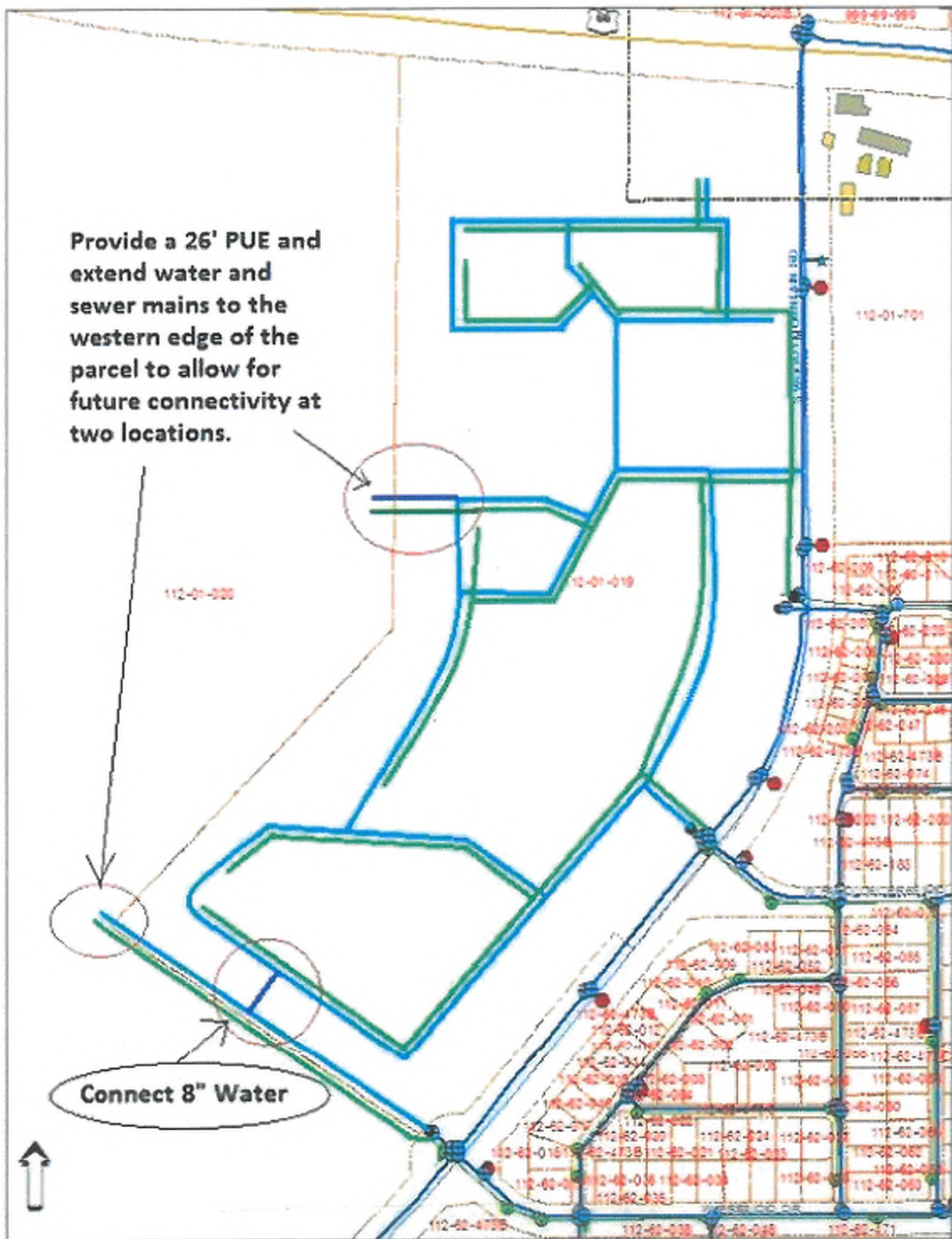
Bentley Systems SewerCad Drawing

Figure 5



Map of Required Public Improvements

Figure 6



Map of On-Site Public Improvements

Figure 7

**Aspen Heights  
Fire Flow Analysis  
Fire Flow Report**

Label	Zone	Is Fire Flow Run Balanced?	Satisfies Fire Flow Constraints?	Needed Fire Flow (gpm)	Total Flow Needed (gpm)	Fire Flow Available (gpm)	Calculated Residual Pressure (psi)	Calculated Minimum Zone Pressure (psi)	Minimum Zone Junction
Aspen Heights	A+	TRUE	TRUE	1500	1624	3106	29.8	36	191634
211646	A+	TRUE	TRUE	1500	1500	1564	73.5	39.7	J-14169
211535	A+	TRUE	TRUE	1500	1500	3500	55.6	26.3	J-13151
211533	A+	TRUE	TRUE	1500	1500	2340	68.4	38.7	191634
211532	A+	TRUE	TRUE	1500	1500	2477	54	38.3	191634
211531	A+	TRUE	TRUE	1500	1500	1741	96	39.6	J-14169
211530	A+	TRUE	TRUE	1500	1500	2339	80	38.7	191634
211529	A+	TRUE	TRUE	1500	1500	2289	75.7	38.9	191634
211528	A+	TRUE	TRUE	1500	1500	2134	84.7	39.2	J-14169
211527	A+	TRUE	TRUE	1500	1500	2300	68.8	38.8	191634
211526	A+	TRUE	TRUE	1500	1500	2285	66	38.9	191634
211525	A+	TRUE	TRUE	1500	1500	2262	69.7	38.9	191634
211414	A+	TRUE	TRUE	1500	1500	3075	67.5	36.2	191634
211413	A+	TRUE	TRUE	1500	1500	2184	20	20.6	J-13151
211412	A+	TRUE	TRUE	1500	1500	1565	55.7	39.7	J-14169
211411	A+	TRUE	TRUE	1500	1500	1797	46.2	26.9	J-13151
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211408	A+	TRUE	TRUE	1500	1500	1685	37.2	20	J-13151
211407	A+	TRUE	TRUE	1500	1500	1566	41.9	26.1	J-13151
211406	A+	TRUE	TRUE	1500	1500	1566	23.4	25.5	J-12410
211405	A+	TRUE	TRUE	1500	1500	1595	34	20	J-13151
211404	A+	TRUE	TRUE	1500	1500	1645	34.6	20	J-13151
211403	A+	TRUE	TRUE	1500	1500	1678	34.5	20	J-13151
211402	A+	TRUE	TRUE	1500	1500	1714	33.5	20	J-13151
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211304	A+	TRUE	FALSE	1500	1500	1436	25.2	20	J-13151
211301	A+	TRUE	FALSE	1500	1500	1374	20	22.3	J-4160
201532	A+	TRUE	TRUE	1500	1500	2195	83.4	39.1	191634
201531	A+	TRUE	TRUE	1500	1500	2445	96.4	38.4	191634
201530	A+	TRUE	TRUE	1500	1500	2755	78	37.3	191634
201529	A+	TRUE	TRUE	1500	1500	3082	79.4	36.1	191634
201528	A+	TRUE	TRUE	1500	1500	2810	80.8	37.1	191634
201527	A+	TRUE	TRUE	1500	1500	1565	99.9	39.7	J-14169
201526	A+	TRUE	TRUE	1500	1500	2428	91.3	38.4	191634
201525	A+	TRUE	TRUE	1500	1500	2827	75.5	37.1	191634
201524	A+	TRUE	TRUE	1500	1500	3500	66.1	34.5	191634
201523	A+	TRUE	TRUE	1500	1500	2974	77.4	36.5	191634
201522	A+	TRUE	TRUE	1500	1500	1565	98.9	39.7	J-14169
201521	A+	TRUE	TRUE	1500	1500	3500	54.9	30.2	J-13151
201520	A+	TRUE	TRUE	1500	1500	2202	80.7	39.1	191634

Project Engineer: Ryan Roberts PE  
1 of 3

**Aspen Heights  
Fire Flow Analysis  
Fire Flow Report**

Label	Zone	Is Fire Flow Run Balanced?	Satisfies Fire Flow Constraints?	Needed Fire Flow (gpm)	Total Flow Needed (gpm)	Fire Flow Available (gpm)	Calculated Residual Pressure (psf)	Calculated Minimum Zone Pressure (psi)	Minimum Zone Junction
201519	A+	TRUE	TRUE	1500	1500	3500	61.9	33.3	J-13151
201518	A+	TRUE	TRUE	1500	1500	2310	63.5	38.8	191634
201517	A+	TRUE	TRUE	1500	1500	1564	98.4	39.7	J-14169
201516	A+	TRUE	TRUE	1500	1500	1563	99.4	39.7	J-14169
201514	A+	TRUE	TRUE	1500	1500	1563	84.6	39.7	J-14169
201513	A+	TRUE	TRUE	1500	1500	1812	102.4	39.5	J-14169
201512	A+	TRUE	TRUE	1500	1500	2859	69.4	37	191634
201511	A+	TRUE	TRUE	1500	1500	3500	48.1	34.5	191634
201510	A+	TRUE	TRUE	1500	1500	2713	71.1	37.5	191634
201509	A+	TRUE	TRUE	1500	1500	3029	64.6	36.3	191634
201431	A+	TRUE	TRUE	1500	1500	2471	91.9	38.3	191634
201430	A+	TRUE	TRUE	1500	1500	1567	82.1	39.7	J-14169
201429	A+	TRUE	TRUE	1500	1500	2905	66.5	36.8	191634
201428	A+	TRUE	TRUE	1500	1500	2920	61.6	36.7	191634
201427	A+	TRUE	TRUE	1500	1500	2645	71.1	37.7	191634
201426	A+	TRUE	TRUE	1500	1500	2738	65.4	37.4	191634
201425	A+	TRUE	TRUE	1500	1500	2319	88	38.8	191634
201424	A+	TRUE	TRUE	1500	1500	2205	83.6	39.1	191634
201423	A+	TRUE	TRUE	1500	1500	2507	60.6	38.2	191634
201422	A+	TRUE	TRUE	1500	1500	2248	71	39	191634
201421	A+	TRUE	TRUE	1500	1500	2906	62.7	36.8	191634
201420	A+	TRUE	TRUE	1500	1500	2761	81.4	37.3	191634
201419	A+	TRUE	TRUE	1500	1500	2944	71.7	36.7	191634
201418	A+	TRUE	TRUE	1500	1500	2147	110.6	39.2	J-14169
201417	A+	TRUE	TRUE	1500	1500	2725	98.8	37.4	191634
201416	A+	TRUE	TRUE	1500	1500	2199	104.7	39.1	191634
201415	A+	TRUE	TRUE	1500	1500	2162	105.7	39.2	J-14169
201414	A+	TRUE	TRUE	1500	1500	2399	93.2	38.5	191634
201413	A+	TRUE	TRUE	1500	1500	2419	81.6	38.4	191634
201412	A+	TRUE	TRUE	1500	1500	2719	70	37.5	191634
201411	A+	TRUE	TRUE	1500	1500	2415	63	38.5	191634
201410	A+	TRUE	TRUE	1500	1500	3500	40	34.5	191634
201409	A+	TRUE	TRUE	1500	1500	3500	51.8	34.5	191634
201408	A+	TRUE	TRUE	1500	1500	3500	57.2	34.5	191634
201407	A+	TRUE	TRUE	1500	1500	3500	56.6	34.5	191634
201307	A+	TRUE	TRUE	1500	1500	3500	24	34.5	191634
201228	A+	TRUE	FALSE	1500	1500	1396	20.8	20	J-5045
201227	A+	TRUE	FALSE	1500	1500	1396	22.3	20	J-5045
201226	A+	TRUE	FALSE	1500	1500	1389	20	20.6	J-5045
201225	A+	TRUE	FALSE	1500	1500	1397	24.7	20	J-5045
201224	A+	TRUE	FALSE	1500	1500	1396	24.5	20	J-5045
201211	A+	TRUE	FALSE	1500	1500	1396	24.1	20	J-5045
201106	A+	TRUE	FALSE	1500	1500	1396	21.1	20	J-5045
201105	A+	TRUE	FALSE	1500	1500	1396	21.4	20	J-5045
201104	A+	TRUE	FALSE	1500	1500	1396	22	20.1	J-5045
201103	A+	TRUE	FALSE	1500	1500	1396	21.9	20.1	J-5045
201102	A+	TRUE	FALSE	1500	1500	1396	21.1	20	J-5045
201101	A+	TRUE	FALSE	1500	1500	1396	20.8	20	J-5045
191637	A+	TRUE	TRUE	1500	1500	2164	56.4	20	191634

Project Engineer: Ryan Roberts PE  
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**Aspen Heights  
Fire Flow Analysis  
Fire Flow Report**

Label	Zone	Is Fire Flow Run Balanced?	Satisfies Fire Flow Constraints?	Needed Fire Flow (gpm)	Total Flow Needed (gpm)	Fire Flow Available (gpm)	Calculated Residual Pressure (psi)	Calculated Minimum Zone Pressure (psi)	Minimum Zone Junction
191636	A+	TRUE	TRUE	1500	1500	2105	46.4	20	191634
191635	A+	TRUE	TRUE	1500	1500	1765	24.9	20	191634
191634	A+	TRUE	FALSE	1500	1500	1461	20	21.6	J-2566
191536	A+	TRUE	TRUE	1500	1500	2757	74.5	37.3	191634
191535	A+	TRUE	TRUE	1500	1500	2901	67.9	36.8	191634
191534	A+	TRUE	TRUE	1500	1500	2925	89.1	36.7	191634
191533	A+	TRUE	TRUE	1500	1500	2317	116.7	38.8	191634
191531	A+	TRUE	TRUE	1500	1500	2339	92.7	38.7	191634
191530	A+	TRUE	TRUE	1500	1500	1565	105.1	39.7	J-14169
191528	A+	TRUE	TRUE	1500	1500	3500	88.9	34.5	191634
191522	A+	TRUE	TRUE	1500	1500	3500	92.2	34.5	191634
191519	A+	TRUE	TRUE	1500	1500	2359	88.6	38.6	191634
191513	A+	TRUE	TRUE	1500	1500	1565	93.1	39.7	J-14169
191511	A+	TRUE	TRUE	1500	1500	1564	92.5	39.7	J-14169
191510	A+	TRUE	TRUE	1500	1500	3500	87.7	34.5	191634
191509	A+	TRUE	TRUE	1500	1500	1565	101.3	39.7	J-14169
191508	A+	TRUE	TRUE	1500	1500	1564	101.6	39.7	J-14169
191507	A+	TRUE	TRUE	1500	1500	3500	101.2	34.5	191634
191506	A+	TRUE	TRUE	1500	1500	3500	96.1	34.5	191634
191505	A+	TRUE	TRUE	1500	1500	3500	90.2	34.5	191634
191504	A+	TRUE	TRUE	1500	1500	3500	94.1	34.5	191634
191503	A+	TRUE	TRUE	1500	1500	2380	90	38.6	191634
191502	A+	TRUE	TRUE	1500	1500	2841	82.8	37	191634
191501	A+	TRUE	TRUE	1500	1500	1566	103.2	39.7	J-14169
191412	A+	TRUE	TRUE	1500	1500	2206	100.4	39.1	191634
191411	A+	TRUE	TRUE	1500	1500	3500	82.1	34.5	191634
191410	A+	TRUE	TRUE	1500	1500	3500	84.9	34.5	191634
191409	A+	TRUE	TRUE	1500	1500	3500	86.6	34.5	191634
191407	A+	TRUE	TRUE	1500	1500	2898	77.5	36.8	191634
191406	A+	TRUE	TRUE	1500	1500	2085	95.5	39.3	J-14169
191405	A+	TRUE	TRUE	1500	1500	3111	67.8	36	191634
181501	A+	TRUE	TRUE	1500	1500	3500	107.6	34.5	191634

**Aspen Heights  
Steady State  
Junction Report**

Label	Elevation (ft)	Zone	Demand (gpm)	Calculated Hydraulic Grade (ft)	Static Pressure (psi)
Flagstaff Student Housing	7129.89	A+	0	7318.12	81.4
J-10060	7048.88	A+	0	7318.04	116.5
J-10079	7016.42	A+	0	7318.04	130.5
J-10211	7095.49	A+	0	7318.07	96.3
J-10232	7051.19	A+	0	7318.37	115.6
J-10267	7066.65	A+	0	7318.03	108.8
J-10268	7065.67	A+	0	7318.03	109.2
J-10329	7077.26	A+	0	7318.07	104.2
J-10400	7031.67	A+	0	7318.06	123.9
J-10454	7031.89	A+	0	7318.02	123.8
J-10691	7105.44	A+	0	7318.09	92
J-10692	7104.71	A+	0	7318.09	92.3
J-10708	7035.65	A+	0	7318.01	122.2
J-10709	7036.26	A+	0	7318.01	121.9
J-10778	7043.85	A+	0	7318.06	118.6
J-10779	7041.22	A+	0	7318.06	119.8
J-10780	7036.67	A+	0	7318.33	121.9
J-10790	7069.98	A+	0	7318.06	107.3
J-10791	7068.42	A+	0	7318.06	108
J-10860	7048.57	A+	0	7317.99	116.6
J-10981	7026.11	A+	0	7318.33	126.4
J-11064	7035.94	A+	0	7318.06	122.1
J-11264	7030.27	A+	1	7318.02	124.5
J-11575	7020.86	A+	0	7318.06	128.6
J-11576	7020.86	A+	0	7318.06	128.6
J-11814	7059.64	A+	0	7318.06	111.8
J-11878	7012.67	A+	0	7318.06	132.1
J-12011	7046.8	A+	0	7318.06	117.4
J-12050	7059.02	A+	0	7318.06	112.1
J-12117	7114.78	A+	0	7318.13	88
J-12122	7017.62	A+	1	7318.32	130.1
J-12269	7030.16	A+	0	7318.06	124.6
J-12511	7040.1	A+	0	7318.33	120.4
J-12539	7005.86	A+	0	7318.08	135.1
J-12743	7039.57	A+	0	7318.33	120.6
J-1277	7046.87	A+	0	7318.37	117.5
J-1278	7047.23	A+	0	7318.37	117.3
J-12786	7024.62	A+	0	7318.02	126.9
J-12788	7039.91	A+	0	7318.06	120.3
J-12970	7049.91	A+	0	7318.36	116.1
J-12971	7033.79	A+	0	7318.35	123.1
J-12982	7025.96	A+	0	7318.03	126.4
J-12992	7053.32	A+	0	7318.06	114.5
J-130	7074	A+	0	7318.26	105.7
J-13023	7067.48	A+	0	7318.04	108.4
J-13026	7028.08	A+	0	7318.06	125.5
J-13039	7064.98	A+	0	7318.06	109.5
J-13040	7064.78	A+	0	7318.06	109.6

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**Aspen Heights  
Steady State  
Junction Report**

Label	Elevation (ft)	Zone	Demand (gpm)	Calculated Hydraulic	
				Grade (ft)	Static Pressure (psi)
J-13096	7051.41	A+	0	7318.06	115.4
J-13097	7056.32	A+	0	7318.06	113.2
J-13105	7054.06	A+	0	7318.06	114.2
J-13206	7024.98	A+	1	7318.02	126.8
J-13292	7009.18	A+	0	7318.07	133.6
J-13337	7076.06	A+	0	7318.06	104.7
J-13401	7045.51	A+	1	7318.01	117.9
J-13487	7078.98	A+	0	7318.07	103.4
J-13493	7051.7	A+	0	7318.37	115.4
J-13538	7018.07	A+	0	7318.06	129.8
J-13649	7068.56	A+	0	7318.06	107.9
J-13650	7083.54	A+	0	7318.07	101.5
J-13662	7057.76	A+	0	7318.05	112.6
J-13663	7056	A+	0	7318.05	113.4
J-13708	7063.83	A+	0	7318.04	110
J-13723	7082	A+	0	7318.07	102.1
J-13732	7060.76	A+	20	7318.06	111.3
J-1375	7047.63	A+	0	7318.37	117.1
J-1376	7047.98	A+	0	7318.37	117
J-13869	7026.03	A+	0	7318.08	126.4
J-13877	7023.1	A+	0	7318.33	127.7
J-13886	7093.3	A+	0	7318.07	97.2
J-13890	7051.1	A+	0	7317.96	115.5
J-13891	6982.09	A+	0	7318.1	145.4
J-13924	7029.26	A+	0	7318.06	124.9
J-13925	7016.5	A+	0	7318.06	130.5
J-13958	7022.93	A+	0	7318.07	127.7
J-14010	6959.02	A+	0	7318.17	155.4
J-14011	6962.37	A+	0	7318.15	153.9
J-14096	6970.21	A+	0	7318.13	150.5
J-1630	7082.2	A+	0	7318.36	102.2
J-1631	7082.28	A+	0	7318.36	102.1
J-1926	7094.85	A+	0	7318.07	96.6
J-1927	7095.16	A+	0	7318.07	96.4
J-1949	7083.13	A+	0	7318.31	101.8
J-1950	7082.98	A+	0	7318.31	101.8
J-2355	7078.63	A+	0	7318.22	103.7
J-2356	7079.04	A+	0	7318.22	103.5
J-2749	7082.1	A+	0	7318.36	102.2
J-2750	7082.11	A+	0	7318.36	102.2
J-2848	7129.1	A+	0	7318.12	81.8
J-2849	7129.28	A+	2	7318.12	81.7
J-2893	7099.63	A+	0	7318.17	94.6
J-2894	7099.96	A+	0	7318.17	94.4
J-2910	7045.39	A+	0	7318.33	118.1
J-2911	7045.52	A+	0	7318.33	118
J-2939	7074	A+	0	7318.27	105.7
J-2940	7074	A+	0	7318.27	105.7

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**Aspen Heights  
Steady State  
Junction Report**

Label	Elevation (ft)	Zone	Demand (gpm)	Calculated Hydraulic Grade (ft)	Static Pressure (psi)
J-2968	7082.61	A+	0	7318.36	102
J-3111	7129.53	A+	0	7318.12	81.6
J-3202	7084.08	A+	0	7318.06	101.2
J-3203	7083.91	A+	0	7318.06	101.3
J-3264	7023.14	A+	0	7318.06	127.6
J-3265	7023.01	A+	0	7318.06	127.7
J-3302	7116.08	A+	0	7318.13	87.4
J-3303	7116.09	A+	0	7318.13	87.4
J-3511	7084.56	A+	0	7318.06	101
J-3766	7074	A+	0	7318.26	105.7
J-3795	7048.49	A+	0	7318.37	116.8
J-3809	7116.27	A+	0	7318.13	87.3
J-3816	7079.14	A+	0	7318.22	103.4
J-3862	7099.84	A+	0	7318.17	94.5
J-3960	7082.93	A+	0	7318.31	101.8
J-3966	7051.51	A+	0	7318.06	115.3
J-3967	7053.61	A+	0	7318.06	114.4
J-4064	7115.62	A+	0	7318.13	87.6
J-4065	7038.73	A+	0	7318.06	120.9
J-4066	7038.34	A+	0	7318.06	121
J-4123	7027.74	A+	0	7318.06	125.6
J-4124	7027.93	A+	0	7318.06	125.5
J-4143	7074	A+	0	7318.01	105.6
J-4144	7074	A+	0	7318.01	105.6
J-4282	7128.67	A+	0	7318.12	82
J-4572	7046.17	A+	0	7318.05	117.6
J-4573	7045.73	A+	0	7318.05	117.8
J-5020	7084.35	A+	0	7318.06	101.1
J-5021	7084.68	A+	0	7318.06	101
J-5689	7050.39	A+	0	7318.33	115.9
J-5752	7049.33	A+	0	7317.99	116.2
J-6000	7114.86	A+	0	7318.12	87.9
J-6001	7114.93	A+	0	7318.12	87.9
J-6193	7048.98	A+	0	7318.37	116.6
J-6194	7037.33	A+	0	7318.33	121.6
J-6313	7047.05	A+	1	7318.38	117.4
J-6382	7014	A+	1	7318.32	131.7
J-6633	7051.2	A+	0	7318.33	115.6
J-6660	7047.91	A+	0	7318.33	117
J-6661	7043.85	A+	0	7318.33	118.8
J-6721	7044.78	A+	0	7318.33	118.3
J-6804	7074	A+	0	7318.26	105.7
J-6965	7083.6	A+	0	7318.21	101.5
J-6966	7084.36	A+	0	7318.2	101.2
J-7025	7045.66	A+	0	7317.98	117.8
J-7121	7018.02	A+	1	7318.02	129.8
J-7122	7019.24	A+	1	7318.02	129.3
J-7140	6992.29	A+	3	7318.29	141

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**Aspen Heights  
Steady State  
Junction Report**

Label	Elevation (ft)	Zone	Demand (gpm)	Calculated Hydraulic Grade (ft)	Static Pressure (psi)
J-7267	7030.72	A+	0	7318.02	124.3
J-7313	7064.09	A+	0	7318.38	110
J-7384	7044.84	A+	0	7317.98	118.2
J-7385	7044.78	A+	1	7317.98	118.2
J-7460	7062.59	A+	0	7318.06	110.5
J-7482	7017.7	A+	0	7318.04	129.9
J-7506	7035.66	A+	1	7318	122.2
J-7595	7013.7	A+	0	7318.06	131.7
J-7642	7006.66	A+	0	7318.08	134.7
J-7671	7093.85	A+	0	7318.07	97
J-7709	7031.21	A+	0	7318.06	124.1
J-7742	7056.46	A+	0	7318.06	113.2
J-7751	7039.93	A+	0	7318.05	120.3
J-7788	7073.44	A+	0	7318.06	105.8
J-7796	7023.86	A+	1	7318.02	127.3
J-7825	7048.59	A+	0	7318.04	116.6
J-7908	7072.27	A+	0	7318.06	106.3
J-7926	7033.63	A+	0	7318.06	123.1
J-7932	7094.18	A+	0	7318.07	96.9
J-7937	7041.17	A+	1	7318.01	119.8
J-7998	7038.1	A+	0	7318.07	121.1
J-8007	7034.17	A+	1	7318.33	122.9
J-8029	7024.87	A+	0	7318.33	127
J-8036	7028.55	A+	1	7318.01	125.2
J-8046	7013.31	A+	0	7318.06	131.9
J-8103	7022.4	A+	1	7318.02	127.9
J-8122	7056.91	A+	0	7318.06	113
J-8257	7066	A+	0	7318.04	109
J-8629	7070.77	A+	0	7318.05	107
J-8630	7071.25	A+	0	7318.05	106.8
J-8678	7063.54	A+	0	7318.06	110.1
J-8708	7075.48	A+	0	7318.06	105
J-8971	7061.65	A+	0	7318.05	110.9
J-8996	7057.53	A+	0	7318.06	112.7
J-9083	7038.34	A+	0	7318.06	121
J-9084	7039.13	A+	0	7318.06	120.7
J-9151	7065.38	A+	0	7318.38	109.5
J-9301	7044.05	A+	0	7318.06	118.6
J-9307	7060.36	A+	0	7318.06	111.5
J-9308	7060.94	A+	0	7318.06	111.2
J-9418	7059.7	A+	0	7318.06	111.8
J-9470	7039.26	A+	0	7318.33	120.7
J-9474	7026.89	A+	0	7318.33	126.1
J-9581	7051.33	A+	0	7318.04	115.4
J-9582	7052	A+	0	7318.04	115.1
J-9724	7063.41	A+	0	7318.38	110.3
J-9752	7086.19	A+	0	7318.06	100.3
J-9864	7013.35	A+	0	7318.06	131.8

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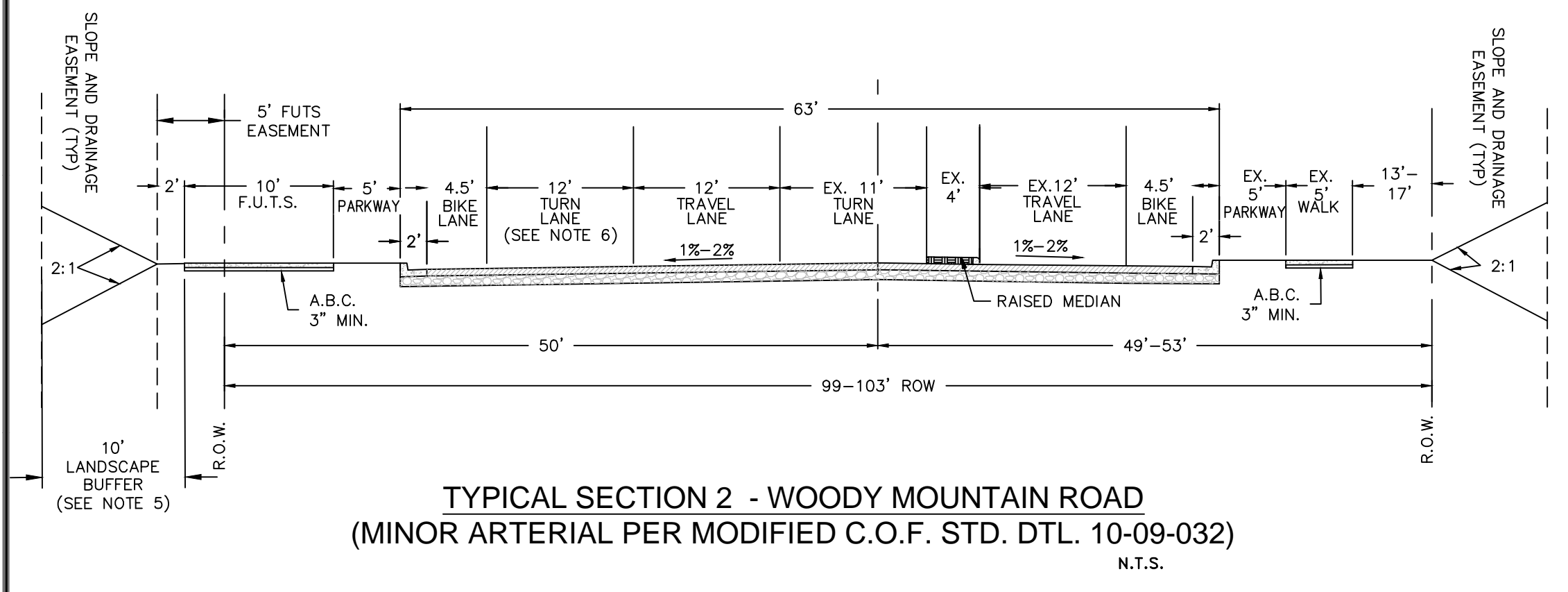
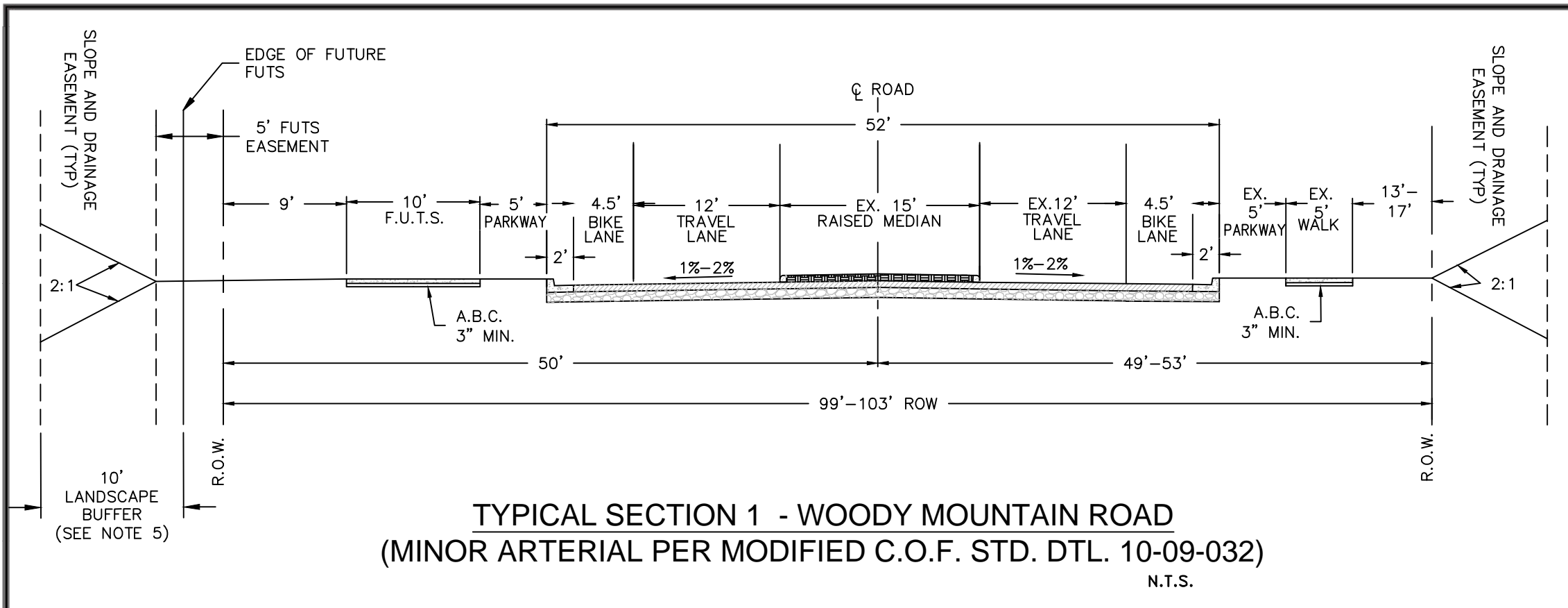
## Scenario: Base Gravity Pipe Report

Label	Section Size	Material	Upstream Invert Elevation (ft)	Downstream Sump Elevation (ft)	d/D (Depth/Rise) (%)	Total Flow (gpd)	Upstream Node	Downstream Node
80	8 inch	PVC	7,074.30	7,071.10	14.9	69,615.00	2A-612	2A-611
81	8 inch	PVC	7,071.10	7,066.90	13	69,615.00	2A-611	2A-602
82	8 inch	PVC	7,066.90	7,058.50	12.4	69,615.00	2A-602	2A-599
83	8 inch	PVC	7,058.50	7,048.00	12	69,615.00	2A-599	2A-596
84	8 inch	PVC	7,048.00	7,043.62	14.8	69,615.00	2A-596	2A-572
85	8 inch	PVC	7,043.62	7,036.65	19.4	184,328.00	2A-572	2A-570
93	8 inch	PVC	7,036.65	7,036.00	27.7	184,328.00	2A-570	2A-589
94	8 inch	PVC	7,036.00	7,033.13	26.2	184,328.00	2A-589	2A-568
95	8 inch	PVC	7,033.13	7,032.60	33.8	184,328.00	2A-568	2A-567
96	8 inch	PVC	7,032.60	7,018.70	20.7	184,328.00	2A-567	2A-566
98	8 inch	PVC	7,018.70	7,016.68	19.5	184,328.00	2A-566	2A-708
99	8 inch	PVC	7,016.68	7,015.20	22.4	227,457.00	2A-708	2A-565
100	8 inch	PVC	7,015.20	7,005.80	19.3	227,457.00	2A-565	2A-564
101	8 inch	PVC	7,005.80	6,998.59	23.6	227,457.00	2A-564	2A-563
102	8 inch	PVC	7,103.61	7,100.70	15.4	69,615.00	2A-613	2A-614
103	8 inch	PVC	7,100.70	7,096.10	11.3	69,615.00	2A-614	2A-615
104	8 inch	PVC	7,096.10	7,092.96	12.8	69,615.00	2A-615	2A-616
105	8 inch	PVC	7,092.96	7,082.65	12.5	69,615.00	2A-616	2A-617
107	8 inch	PVC	7,059.10	7,044.20	28.2	372,525.00	2A-620	2A-621
108	8 inch	PVC	7,044.20	7,042.50	28.9	372,525.00	2A-621	2A-622
109	8 inch	PVC	7,042.50	7,038.00	34.7	372,525.00	2A-622	2A-624
111	8 inch	PVC	7,029.50	7,021.50	29.6	387,525.00	2A-626	2A-627
112	8 inch	PVC	7,021.50	7,009.00	30.6	387,525.00	2A-627	2A-628
113	8 inch	PVC	6,999.62	6,996.48	36.3	387,525.00	2A-628	2A-629
114	8 inch	PVC	6,996.48	6,995.62	56.8	387,525.00	2A-629	2A-632
116	8 inch	PVC	6,994.66	6,990.66	25.9	387,525.00	2A-630	2A-561
117	8 inch	PVC	6,998.59	6,998.10	24.9	227,457.00	2A-563	2A-562
118	8 inch	PVC	6,998.10	6,990.66	18.1	227,457.00	2A-562	2A-561
119	15 inch	PVC	6,990.66	6,980.72	13.6	614,982.00	2A-561	2A-560
120	15 inch	PVC	6,980.72	6,975.04	17.2	614,982.00	2A-560	2A-559
121	15 inch	PVC	6,973.55	6,971.90	14.9	614,982.00	2A-559	2A-558
122	15 inch	PVC	6,971.90	6,964.32	16.9	614,982.00	2A-558	2A-557
123	15 inch	PVC	6,964.32	6,959.07	19.2	614,982.00	2A-557	2A-556
124	15 inch	PVC	6,958.97	6,954.77	19	614,982.00	2A-556	2A-555
125	15 inch	PVC	6,954.77	6,951.80	20.7	614,982.00	2A-555	2A-554
126	15 inch	PVC	6,951.80	6,950.22	27.2	614,982.00	2A-554	2A-553
127	15 inch	PVC	6,950.22	6,948.64	27.2	614,982.00	2A-553	2A-552
128	15 inch	PVC	6,948.64	6,948.08	26.3	614,982.00	2A-552	2A-551
129	15 inch	PVC	6,948.08	6,947.90	27.8	614,982.00	2A-551	2A-327
221	10 inch	VCP	6,947.90	6,946.60	30.3	707,997.00	2A-327	2A-446
222	10 inch	VCP	6,946.60	6,946.21	100	1,005,964.00	2A-446	2A-326
223	10 inch	VCP	6,946.21	6,945.20	76.2	1,005,964.00	2A-326	2A-325
224	10 inch	VCP	6,945.20	6,944.34	83.6	1,005,964.00	2A-325	2A-324

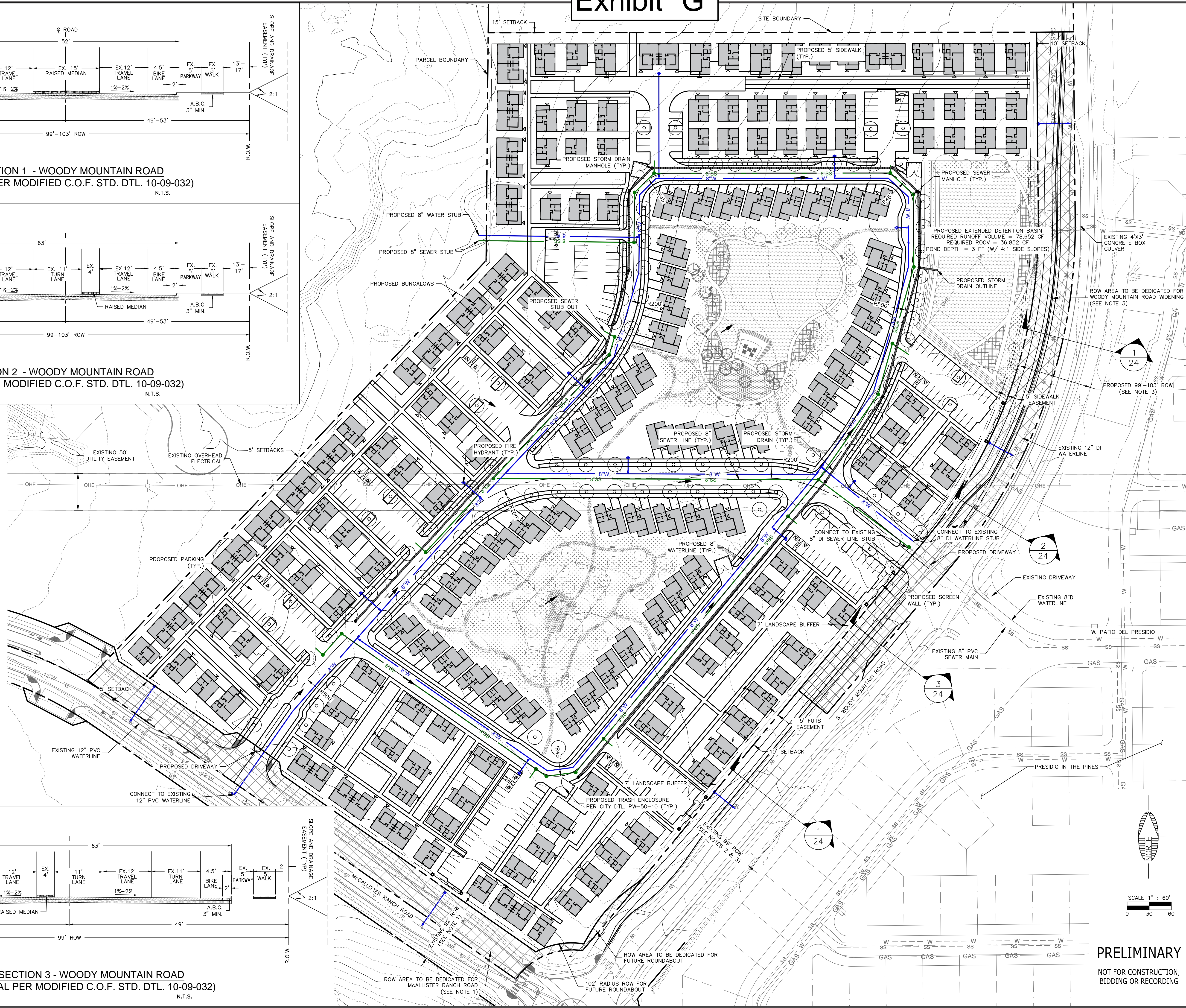
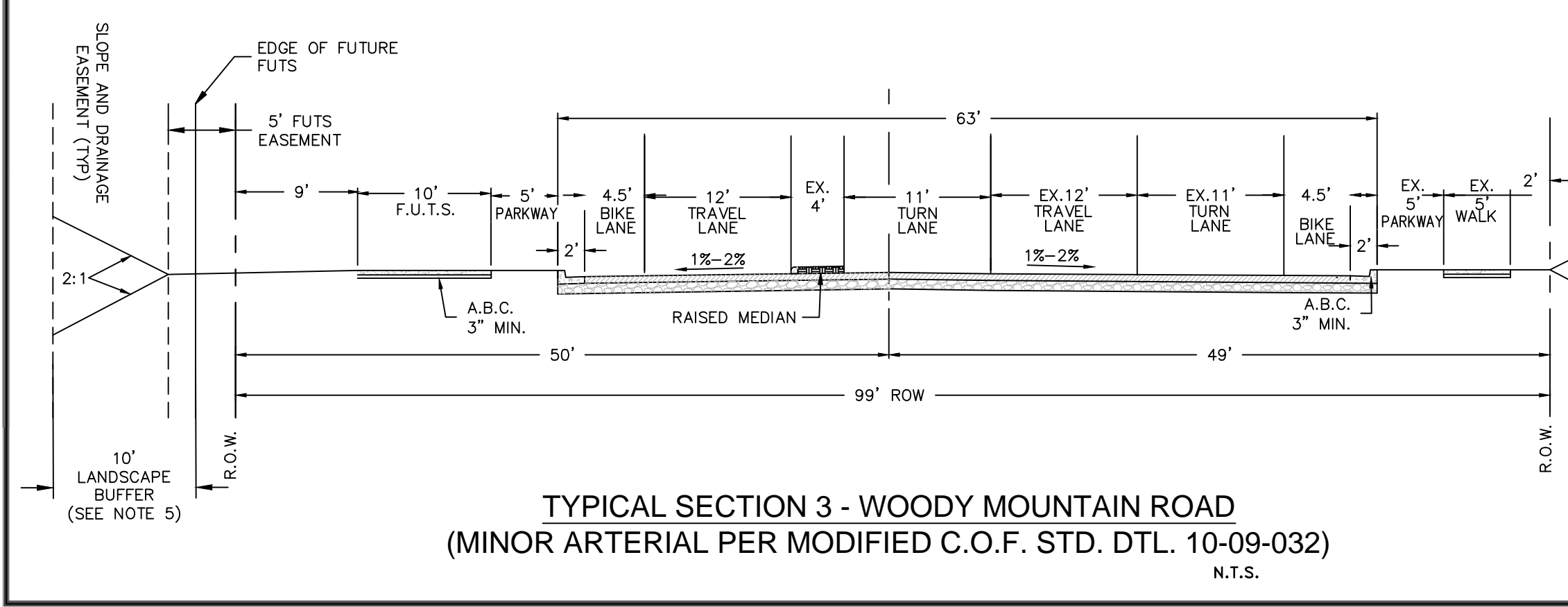
## Scenario: Base Gravity Pipe Report

Label	Section Size	Material	Upstream Invert Elevation (ft)	Downstream Invert Elevation (ft)	d/D (Depth/Rise) (%)	Total Flow (gpd)	Upstream Node	Downstream Node
225	10 inch	VCP	6,944.34	6,942.46	60.4	1,005,964.00	2A-324	2A-323
226	10 inch	VCP	6,942.46	6,939.99	59.6	1,005,964.00	2A-323	2A-322
227	10 inch	VCP	6,939.99	6,937.98	64	1,005,964.00	2A-322	2A-335
228	10 inch	VCP	6,937.98	6,937.50	74	1,005,964.00	2A-335	2A-321
229	10 inch	VCP	6,937.50	6,936.15	85.5	1,005,964.00	2A-321	2A-320
230	10 inch	VCP	6,936.15	6,935.92	100	1,005,964.00	2A-320	2A-345
235	10 inch	VCP	6,935.92	6,935.82	100	1,005,964.00	2A-345	2A-319
236	10 inch	VCP	6,935.82	6,935.50	78.2	1,005,964.00	2A-319	2A-318
237	10 inch	VCP	6,935.50	6,934.25	73.7	1,005,964.00	2A-318	2A-317
238	10 inch	VCP	6,934.25	6,933.26	57.9	1,005,964.00	2A-317	2A-316
239	10 inch	VCP	6,933.26	6,932.64	100	1,005,964.00	2A-316	2A-360
240	10 inch	PVC	6,932.64	6,932.26	100	1,338,213.00	2A-360	2A-359
241	10 inch	PVC	6,932.26	6,931.89	100	1,338,213.00	2A-359	2A-358
242	10 inch	PVC	6,931.89	6,930.49	100	1,338,213.00	2A-358	2A-357
243	10 inch	PVC	6,930.49	6,929.30	100	1,338,213.00	2A-357	2A-356
244	10 inch	PVC	6,929.30	6,927.57	68.9	1,338,213.00	2A-356	2A-355
245	10 inch	PVC	6,927.57	6,926.83	78	1,338,213.00	2A-355	2A-354
246	10 inch	Steel	6,926.83	6,926.30	100	1,338,213.00	2A-354	2A-384
260	10 inch	PVC	6,926.30	6,925.40	100	1,338,213.00	2A-384	2A-203
261	24 inch	PVC	6,925.40	6,925.25	31.7	1,338,213.00	2A-203	2A-147
262	24 inch	PVC	6,925.25	6,924.55	23.6	1,500,643.00	2A-147	2A-146
263	24 inch	PVC	6,924.55	6,918.08	15.8	1,500,643.00	2A-146	2A-144
264	24 inch	PVC	6,918.08	6,910.00	14.2	1,508,743.00	2A-144	2A-202
265	24 inch	PVC	6,910.00	6,908.40	15.9	1,508,743.00	2A-202	2A-143
266	24 inch	PVC	6,908.40	6,904.09	18.1	1,531,243.00	2A-143	2A-142

# Exhibit "G"



- NOTES:**
- McALLISTER RANCH ROAD WILL BE WIDENED TO THE FULL 92' ROW WITH THE TIMBER SKY PHASE 2 INFRASTRUCTURE IMPROVEMENTS. THIS ROADWAY WILL BE WIDENED PRIOR TO THE CONSTRUCTION OF SKY COTTAGES.
  - WOODY MOUNTAIN ROAD INCLUDES THE FULL ROW FROM THE SOUTHEAST CORNER OF THE SKY COTTAGES PROPERTY UNTIL APPROXIMATELY 220 FEET FROM THE CENTER OF THE INTERSECTION WITH W. PATIO DEL PRESIDIO.
  - WOODY MOUNTAIN ROAD WILL BE WIDENED ON THE WEST SIDE TO INCLUDE THE MODIFIED MINOR ARTERIAL ROADWAY SECTION PER CITY DETAIL 10-09-032, SEE ABOVE. THE ADDITIONAL ROW FOR THESE IMPROVEMENTS WILL BE DEDICATED TO THE CITY OF FLAGSTAFF UP TO THE NORTHERN LIMITS OF THE SKY COTTAGES DEVELOPMENT (APPROX. 1.16 ACRES AS SHOWN). THE TIA SUPPORTS ONE SOUTHBOUND THRU LANE INSTEAD OF THE FULL ARTERIAL SECTION. THE PROPOSED FUTS WILL BE REFINED TO MEANDER ALONG THE WEST SIDE OF WOODY MOUNTAIN ROAD WITH REQUIRED LANDSCAPING DURING THE SITE PLAN REVIEW PROCESS.
  - THE 5' FUTS EASEMENT WILL ACCOUNT FOR 3' OF FUTS PATH AND A 2' SHOULDER. THE REQUIRED 10' LANDSCAPE BUFFER WILL BE MEASURED FROM THE BACK OF THE FUTS PATH. THE LANDSCAPE BUFFER WILL BE REDUCED TO 7' FOR THE UNITS ADJACENT TO PARKING LOTS AS SHOWN ON THE CONCEPT PLAN.
  - THE 12' RIGHT TURN LANE AS SHOWN IN TYPICAL SECTION 2 WILL BECOME A THRU LANE WHEN WOODY MOUNTAIN ROAD IS WIDENED IN THE FUTURE.



SCALE 1" = 60'  
0 30 60

PRELIMINARY  
NOT FOR CONSTRUCTION,  
BIDDING OR RECORDING

**SKY COTTAGES at TIMBER SKY**  
PZ-20-00153

**VINTAGE PARTNERS**

**GAMMAGE BURNHAM**  
Attorneys at Law

**SWI**  
Shepherd & Westritzer, Inc.

**Mosaic**

**NORRIS DESIGN**  
Planning | Landscape Architecture | Branding

SHEET NAME:  
**CONCEPT PLAN**  
SHEET NO.  
**24 of 33**



- LEGEND**
- \* EXISTING TREE TO BE REMOVED
  - \* EXISTING TREE TO BE SAVED
  - \* EXISTING TREE WITHIN WOODY MTN ROW
  - \* EXISTING TREE OFFSITE

**NOTES:**  
 1. EXISTING SLOPES ON THE SITE DO NOT EXCEED 16.99%.  
 2. EXISTING TREES SHOWN TO BE SAVED WITHIN PROPOSED SIDEWALKS AND PROPOSED UNITS WILL BE SAVED DURING THE SITE PLAN REVIEW PROCESS WITH A FURTHER MINOR MODIFICATION OF THE SITE LAYOUT. ADDITIONALLY, IT IS OUR INTENTION TO SAVE ADDITIONAL TREES DURING CONSTRUCTION WHERE THE AFFECT ON THE ACTUAL TREE CANOPY IS MINIMAL.  
 3. EXISTING TREES WITHIN ROW FOR FUTURE ROUNDABOUT ARE COUNTED AS PRESERVED.

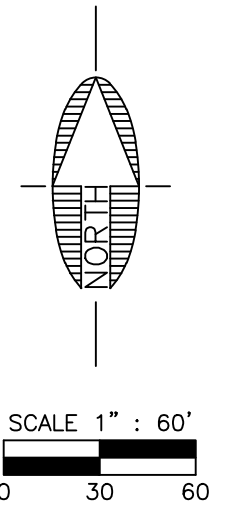
TOTAL ONSITE TREE RESOURCES					
TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	19	235	302	160	52
POINTS	1	2	4	8	20
SUM OF POINTS	19	470	1208	1280	1040

SUBTOTAL TREE POINTS= 4017

POST-DEVELOPMENT TREES					
TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	10	98	102	60	21
POINTS	1	2	4	8	20
SUM OF POINTS	10	196	408	480	420

TOTAL TREE POINTS= 4017  
 TOTAL PRESERVED TREE POINTS= 1514  
 REQUIRED PRESERVATION RATE= 50%  
 REQUIRED PRESERVATION RATE WITH AFFORDABLE INCENTIVE (1)= 37.5%  
 PRESERVATION RATE= 37.7%

**NOTES:** (1) PER ZONING CODE SECTION 10-30.20.040.B.1, WITH PROVIDING 10% AFFORDABLE UNITS (CATEGORY 1), THERE IS A 25% REDUCTION OF THE 50% PRESERVATION RATE REQUIREMENT. THEREFORE, THE TOTAL REDUCTION IN PRESERVATION RATE IS 12.5 PERCENTAGE POINTS BRINGING THE REQUIRED PRESERVATION RATE TO 37.5%.



**PRELIMINARY**  
 NOT FOR CONSTRUCTION,  
 BIDDING OR RECORDING

**SKY COTTAGES**  
 at **TIMBER SKY**  
 PZ-20-00153

**VINTAGE**  
 PARTNERS

**GAMMAGE & BURNHAM**  
 Attorneys at Law

**SWI**  
 Shephard & Westritzer, Inc.

**Mosaic**

**NORRIS DESIGN**  
 Planning | Landscape Architecture | Branding

SHEET NAME:  
 RESOURCE  
 PROTECTION  
 PLAN  
 SHEET NO.

26 of 33

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Jeanie Gallagher, Human Resources Director  
**Co-Submitter:** Greg Clifton  
**Date:** 02/11/2021  
**Meeting Date:** 02/16/2021



---

**TITLE:**

**Consideration and Adoption of Ordinance No. 2021-02:** An ordinance of the Flagstaff City Council amending the Employee Handbook of Regulations, as established by Flagstaff City Code, Chapter 1-14, Personnel System, Section 1-14-001-0001, Personnel System Adopted.

**STAFF RECOMMENDED ACTION:**

At the February 16, 2021 Council Meeting:

- 1) Read Ordinance No. 2021-02 by title only for the first time
- 2) City Clerk reads Ordinance No. 2021-02 by title only (if approved above)

At the March 2, 2021 Council Meeting:

- 3) Read Ordinance No. 2021-02 by title only for the final time
- 4) City Clerk reads Ordinance No. 2021-02 by title only (if approved above)
- 5) Adopt Ordinance No. 2021-02

**Executive Summary:**

In early 2020, the Human Resource Division and the City Manager worked with the City Attorney's office, Employee Advisory Committee, and Leadership to create recommended changes to the Appropriate Salary and Vacation Leave policies. The amended ordinances received final approval at the March 17, 2020, City Council meeting.

The purpose of these revisions was specifically to align the determination of pay as well as vacation accrual for employees that are promoted or reclassified to be comparable to the policies for new hires.

After implementing the changes, staff recognized that one of the subsections deleted through the prior amendments should not have been deleted. The purpose for bringing this ordinance change forward is to reverse that prior change.

**Appropriate Salary 1-20-020, Subsection H**

In most instances leaders are authorized to work with Human Resources to offer a rate of pay up to 12% above the minimum of the base of the pay range based on relevant experience. The City Manager in consultation with the Human Resource Director may authorize a rate above 12% for exceptional qualifications.

The amendments adopted on March 17, 2020, deleted the provision under the Promotion section of the ordinance that provides for a minimum increase for employees that are promoted and a similar provision

for the City Manager in consultation with the Human Resource Director to authorize a higher amount. Deleting this provision was not intended and did not further the intent of the original ordinance change.

Staff's recommendation is to amend the ordinance to reinstate the original language with respect to Promotion.

**Financial Impact:**

No financial impact.

**Policy Impact:**

The policy will reflect the original intent of the March 2020 revisions which was to align the determination of pay as well as vacation accrual for employees that are promoted or reclassified to be comparable to the policies for new hires.

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

**Priority Based Budget Key Community Priorities and Objectives**

The policy recommendation may impact the attraction and retention of City personnel related to the Council Goal - Personnel.

**Has There Been Previous Council Decision on This:**

Yes. This ordinance was amended on March 17, 2020. This request is to correct an error made in that amendment.

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**Attachments:**     Ord. 2021-02

**ORDINANCE NO. 2021-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS RELATING TO COMPENSATION AND PROMOTION, AS ESTABLISHED BY CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM, SECTION 1-14-001-0001, PERSONNEL SYSTEM ADOPTED; PROVIDING FOR PENALTIES; REPEAL OF CONFLICTING ORDINANCES; SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, the City Council has authority to approve this Addendum 26 of the Flagstaff Employee Handbook of Regulations pursuant to the Flagstaff City Charter, Article IV.

**ENACTMENTS:**

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

SECTION 1. In General

The Employee Handbook of Regulations, Section 1-20-020, *Appropriate Salary*, is hereby amended as shown below (additions are underlined and in caps, deletions are stricken):

**1-20-020 *Appropriate Salary*, Subsection H** is hereby amended as shown below:

H. Promotion.

1. THE NEW SALARY RATE WILL BE IN THE NEW RANGE THAT RESULTS IN A MINIMUM OF A SIX (6) PERCENT INCREASE, WITH FLEXIBILITY FOR A HIGHER AMOUNT WITH PRIOR APPROVAL OF THE HUMAN RESOURCES DIRECTOR AND CITY MANAGER.
- 4.2. In addition to the increase provided in B above, employees may continue to receive their regular merit increase if their classification date before promotion falls within three (3) months of the promotion. Thereafter, merit increases and performance evaluations will be based on the effective date of the promotion.

SECTION 2. Penalties

Any person found in violation of any provision of the Handbook may be subject to discipline, as set forth in such Handbook and Flagstaff City Code Section 1-14-001-0001, *Personnel System Adopted*.

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances, parts of ordinances, and any sections of the Handbook in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 4. Severability**

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

**SECTION 5. Effective Date**

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of March 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Bryce Doty, Real Estate Manager  
**Co-Submitter:** Stacey Brechler-Knaggs  
**Date:** 02/11/2021  
**Meeting Date:** 02/16/2021



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**TITLE:**

**Consideration and Approval of Lease Amendment:** Lease No: GS-09P-94446 for Building 3 of the United States Geological Survey (USGS) facility located at 2255 North Gemini Drive, Flagstaff, Arizona 86001

**STAFF RECOMMENDED ACTION:**

Approve the Lease Amendment to incorporate the Federal Acquisition Regulations Clause 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

**Executive Summary:**

The General Services Administration (GSA), under clause 552.270-21 - Changes of the lease, may make changes which Lessor must accept. The clause provides for monetary allowances for any changes which cause an increase in costs associated with the performance of the lease. The amendment submitted by the GSA places a prohibition on contracting for certain telecommunications and video surveillance services and equipment. We are already in compliance with this change and will remain in compliance of this change without any additional costs associated with performing our obligations under the lease.

**Financial Impact:**

None

**Policy Impact:**

None

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

**Priority Based Budget Key Community Priorities and Objectives**

Robust Resilient Economy: Maintain & enhance an equitable & effective business recruitment, retention, & expansion program throughout the community

**Has There Been Previous Council Decision on This:**

Yes, the original Lease dates back to 1996, and ten amendments/extensions have been approved over the years. Copies of the Lease and amendments thereto are on file with the City Clerk, and available for public inspection upon request.

**Options and Alternatives:**

Option 1: Acknowledge the Amendment to the Lease and do not assert a cost adjustment

Option 2: Acknowledge the Amendment to the Lease and assert a cost adjustment

**Background/History:**

The USGS Campus was established at its current location in 1963. Originally, it was the base of operations for scientists involved in astrogeology related to the Space Program. Since that time, the Campus has expanded to include scientists involved in geology, geography and water resources, as well as astrogeology. Today, the USGS Campus employs over 200 scientific personnel. The City of Flagstaff owns the buildings on the USGS campus with the GSA under lease for the following buildings:

USGS Building #3: 12/31/2021

USGS Buildings #4 and #5: 12/31/2021

USGS Building #6: 8/1/2037

**Key Considerations:**

Building 3 has been leased by the United States Geological Survey (USGS) under the administration of the General Services Administration (GSA) since 1974. On May 25, 2016, the City of Flagstaff submitted a proposal to GSA for a new office building and warehouse at the USGS Campus. The proposal was accepted as a new build to suit lease for additional buildings. Building 3 will be demolished and this lease will expire.

**Community Benefits and Considerations:**

The USGS Campus has provided an array of economic benefits to the Flagstaff community. Currently, the facility employs over 200 people in the scientific sector, most of which are in high paying jobs. There is a strong connection between NAU and the USGS Campus that creates a synergy for the growth of both facilities.

**Community Involvement:**

Inform

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**Attachments:**     [Lease Amendment](#)

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 10
	TO LEASE NO. GS-09B-LAZ94446
ADDRESS OF PREMISES 2255 N GEMINI DR. FLAGSTAFF, AZ 86001-1637	PDN Number:

**THIS AMENDMENT** is made and entered into between **CITY OF FLAGSTAFF**

whose address is: 211 WEST ASPEN AVENUE  
FLAGSTAFF, AZ 86001-5359

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to incorporate FAR Clause 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020).

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

**52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

(a) Definitions. As used in this clause—

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

\_\_\_\_\_  
Name: Stacey Brechler-Knaggs  
Title: Grants & Contracts Manager/Disaster Recovery Manager  
Entity: City Of Flagstaff  
Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

\_\_\_\_\_  
Name: William Fletcher  
Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

\_\_\_\_\_  
Name: Bryce Doty  
Title: Real Estate Manager  
Date: \_\_\_\_\_

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means –

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical

LESSOR: \_\_\_\_\_  
GOVERNMENT: \_\_\_\_\_

Lease Amendment Form  
REV (10/20)

technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <HTTPS://DIBNET.DOD.MIL>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <HTTPS://DIBNET.DOD.MIL>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

LESSOR: \_\_\_\_\_  
GOVERNMENT: \_\_\_\_\_

Lease Amendment Form  
REV (10/20)

## Certificate Of Completion

Envelope Id: 7347ED1E3EC64625B12913C92A143612	Status: Sent
Subject: Please DocuSign: LAZ94446 - LA #10 (1).docx	
Source Envelope:	
Document Pages: 3	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jorge Garibay
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London	1800F F St NW
	Washington DC, DC 20405
	jorge.garibay@gsa.gov
	IP Address: 159.142.146.2

## Record Tracking

Status: Original	Holder: Jorge Garibay	Location: DocuSign
12/8/2020 11:30:49 PM	jorge.garibay@gsa.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: US General Services Administration	Location: DocuSign

## Signer Events

Signature	Timestamp
Stacey Brechler-Knaggs	Sent: 12/8/2020 11:39:12 PM
sknaggs@flagstaffaz.gov	Resent: 12/8/2020 11:55:00 PM
Security Level: Email, Account Authentication (None), Authentication	Viewed: 12/9/2020 4:59:39 PM

### Authentication Details

SMS Auth:  
 Transaction: 65D921C47A0410049197AEbDA31A6E40  
 Result: passed  
 Vendor ID: TeleSign  
 Type: SMSAuth  
 Performed: 12/9/2020 4:59:10 PM  
 Phone: +1 928-699-5585

### Electronic Record and Signature Disclosure:

Accepted: 12/9/2020 4:59:39 PM  
 ID: 85e2c75a-474b-417b-b229-ee96b69bc427

Bryce Doty

Bryce.Doty@flagstaffaz.gov

Security Level: Email, Account Authentication (None), Authentication

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

William Fletcher

william.fletcher@gsa.gov

Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

Signature

Timestamp

## Editor Delivery Events

Status

Timestamp

## Agent Delivery Events

Status

Timestamp

## Intermediary Delivery Events

Status

Timestamp

## Certified Delivery Events

Status

Timestamp

In Process

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	12/8/2020 11:39:12 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

In Process

## **ESIGN DISCLOSURES AND CONSENT**

It is required by law to provide you with certain disclosures and information about the products, services or accounts you may receive or access in connection with your relationship with us ('Required Information'). With your consent, we can deliver Required Information to you by a) displaying or delivering the Required Information electronically; and b) requesting that you print or download the Required Information and retain it for your records.

This notice contains important information that you are entitled to receive before you consent to electronic delivery of Required Information. Your consent also permits the general use of electronic records and electronic signatures in connection with the Required Information.

After you have read this information, if you agree to receive Required Information from us electronically, and if you agree to the general use of electronic records and electronic signatures in connection with our relationship, please click the 'I ACCEPT' button below.

### **Statement of electronic disclosures:**

You may request to receive Required Information on paper, but if you do not consent to electronic delivery of Required Information, we cannot proceed with the acceptance and processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic delivery of Required Information, you may withdraw that consent at any time. However, if you withdraw your consent we will not be able to continue processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic disclosures, that consent applies to all Required Information we give you or receive from you in connection with our relationship and the associated notices, disclosures, and other documents.

You agree to print out or download Required Information when we advise you to do so and keep it for your records. If you are unable to print or download any Required Information, you may call us and request paper copies. If you need to update your e-mail address or other contact information with us, you may do so by calling us and requesting the necessary updates.

If you wish to withdraw your consent to electronic disclosures, you may do so by calling us and requesting withdrawal of consent. After consenting to receive and deliver Required Information electronically, you may request a paper copy of the Required Information by calling us.

If you do not have the required software and/or hardware, or if you do not wish to use electronic records and signatures for any other reason, you can request paper copies of the Required Information to be sent to you by calling us.

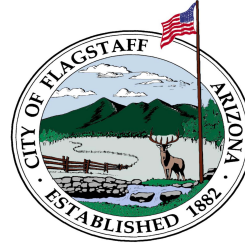
Your consent does not mean that we must provide the Required Information electronically. We may to, at our option, deliver Required Information on paper. We may also require that certain communications from you be delivered to us on paper at a specified address.

**I have read the information about the use of electronic records, disclosures, notices, and e-mail, and consent to the use of electronic records for the delivery of Required Information in connection with our relationship. I have been able to view this information using my computer and software. I have an account with an internet service provider, and I am able to send e-mail and receive e-mail with hyperlinks to websites and attached files. I also consent to the use of electronic records and electronic signatures in place of written documents and handwritten signatures.**

In Process

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Bryce Doty, Real Estate Manager  
**Date:** 02/11/2021  
**Meeting Date:** 02/16/2021



---

**TITLE:**

**Consideration of Consent:** APS Easement on Veteran's Home property (McMillan Mesa)

**STAFF RECOMMENDED ACTION:**

Approve Consent to the Easement between APS and the State of Arizona

**Executive Summary:**

In 2016, the City of Flagstaff conveyed to the State of Arizona a parcel on McMillan Mesa for use as a Veteran's home. The conveyance is subject to the condition that the State of Arizona may not sell, convey, lease, or encumber the property without prior approval of the City Council. APS requires an easement on the property in order to fully service the Veteran's home. The State of Arizona and APS are seeking the City Council's consent to the easement.

**Financial Impact:**

None

**Policy Impact:**

None

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

**Priority Based Budget Key Community Priorities and Objectives**

Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system

**Has There Been Previous Council Decision on This:**

None

**Options and Alternatives:**

Option 1: Consent to an easement

Option 2: Withhold consent to the easement, denying electric services to the Arizona Veteran's Home as currently constructed

**Background/History:**

On December 6<sup>th</sup>, 2016 the Flagstaff City Council passed and adopted Ordinance No. 2016-41, authorizing the conveyance of approximately ten (10) acres of land on McMillan Mesa to the State of Arizona for the construction and operation of a veterans' home. The resulting deed, attached, provides that title to the property will revert back to the City of Flagstaff should any of the following occur:

1.If property ceased to be used as a Veterans' Home 2. Grantee sells, conveys, leases, or encumbers the property without the prior approval of the Flagstaff City Council 3.Grantee ceases to operate the Veterans' Home on the Property 4.Veterans' Home is not initially constructed with a minimum of sixty (60) beds 5.The Veterans' Home exceeds two (2) stories in height and/or thirty-five (35) feet above natural grade 6. The Veterans' Home fails to comply with City of Flagstaff Outdoor Lighting Standards Therefore, per the second clause, the State of Arizona is asking the Flagstaff City Council to consent to grant an easement to APS. Should title ever revert back to the City of Flagstaff, the easement will still be needed to serve the building.

---

**Attachments:**     City of Flagstaff to State of AZ QCD  
                          AZ Dept of Veterans Services Easement

When recorded, mail to:

City Clerk *pickup*  
City of Flagstaff  
211 W. Aspen  
Flagstaff, AZ 86001

Exempt Pursuant to  
A.R.S. § 11-1134(A)(3)

**QUIT CLAIM DEED**  
**Subject to Covenants and Conditions**

For good and valuable consideration, including specifically the representation that a Veterans' Home is to be constructed by Grantee on the certain property described below, the receipt and sufficiency of which are hereby acknowledged, CITY OF FLAGSTAFF, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona ("Grantor"), hereby quit-claims to THE STATE OF ARIZONA, acting by and through the Arizona Department of Veterans' Services ("Grantee"), all of Grantor's rights, title, or interest in the following described real property situated in Coconino County, Arizona:

Approximately ten (10) acres of land located on East Gemini Drive, Flagstaff, Arizona 86001 as legally described and depicted in Exhibit A and A-1 attached hereto and incorporated herein by reference ("Property");

SUBJECT TO current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, and matters which a correct and accurate survey of the Property would disclose;

PROVIDED THAT THIS CONVEYANCE IS SUBJECT TO the following covenants and conditions ("Covenants and Conditions"):

1. The Property shall be used only (a) as provided in the certain License Agreement being entered into simultaneously with the filing of this Quit Claim Deed, and (b) after the termination of the certain Licensing Agreement, for the construction of and use as an Arizona Veterans' Home ("Veterans' Home") at Grantee's cost and expense.
2. Fee title to the Property shall automatically revert to Grantor, Grantor shall have sole ownership of such Property, and Grantee forfeits all right, title and interest to the Property without further consideration to Grantee, if any of the following occurs:
  - a. Grantee is unable to secure a federal conditional grant letter for federal funds necessary for construction of the Veterans' Home on or before January 1, 2021; or
  - b. Grantee sells, conveys, leases, encumbers or otherwise transfers any of the Grantee's right, title or interest in all or any of the Property without prior approval of the

Flagstaff City Council in its sole discretion; or

- c. After the contemplated Veterans' Home comes into use, Grantee ceases to operate the Veterans' Home on the Property; or
- d. The Veterans' Home is not initially constructed with a minimum of sixty (60) beds; or
- e. The Veterans' Home exceeds two (2) stories in height and/or thirty-five (35) feet above natural grade; or
- f. The Veterans' Home fails to comply with City of Flagstaff Outdoor Lighting Standards.

IN THE EVENT the Property reverts to Grantor, all of Grantee's right, title and interest to any improvements, structures, or fixtures ("Facilities") then existing in or on the Property shall automatically vest in Grantor, and Grantee shall forfeit all its right, title and interest in the Facilities unless the parties mutually agree in writing upon other disposition; provided, however, the federal government may retain right, title and/or an interest in the Facilities pursuant to the federal grant for the Veterans' Home.


GRANTOR MAY ENFORCE the foregoing Covenants and Conditions by injunction, specific performance, or any other remedy available at law or equity.

THE COVENANTS AND CONDITIONS SHALL RUN WITH THE LAND and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Dated this 6<sup>th</sup> day of December, 2016.

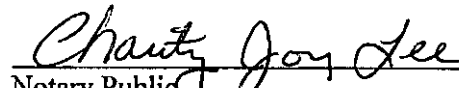
GRANTOR:

CITY OF FLAGSTAFF

  
By: Hon. Gerald W. Nabours, Mayor

STATE OF ARIZONA     )  
  ) ss.  
County of Coconino     )

This instrument was acknowledged before me this 6<sup>th</sup> day of December, 2016, by Hon. Gerald W. Nabours, on behalf of Grantor.

  
Notary Public

My commission expires:

January 10, 2020



ATTEST:

Elizabeth Burke  
Elizabeth Burke City Clerk

APPROVED AS TO FORM BY:

John G. ...  
City Attorney's Office

GRANTEE HEREBY ACCEPTS AND AGREES TO the foregoing Quit Claim Deed and the Covenants and Conditions therein.

GRANTEE:

STATE OF ARIZONA, acting by and through the Arizona Department of Veterans' Services

By: Wanda A. Wright  
Director of the Arizona Department of Veterans' Services

STATE OF ARIZONA )  
) ss.  
County of Maricopa )

This instrument was acknowledged before me this 7<sup>th</sup> day of December, 2016, by Wanda A. Wright, on behalf of Grantee.

Tera Scherer  
Notary Public

My commission expires:  
6/25/18



Attachments: Exhibit A and A-1 legal description and map

**EXHIBIT "A"****LEGAL DESCRIPTION:**

A portion of that parcel of land described in Docket 1668, Page 237 of the Records of Coconino County, Arizona, situated in the Southwest  $\frac{1}{4}$  of Section 11, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel being more particularly described as follows:

From the Southwest section corner of said Section 11, said point being a found BLM Cap, thence S 89° 59' 42" E, along the South section line of said Section 11, for a distance of 650.39 feet to a non-tangent point of curvature on the East Right-of-Way line of Gemini Drive, from which the South  $\frac{1}{4}$  of said Section 11, a found Cap 14671, bears S 89° 59' 42" E a distance of 2003.11 feet;

Thence Northeasterly along said East Right-of-Way line, along a curve to left, having a central angle of 2° 10' 02" and a radius of 800.04 feet, for a distance of 30.26 feet, the chord of said curve bears N 07° 22' 02" E a distance of 30.26 feet, to a non-tangent point, said point being the TRUE POINT OF BEGINNING;

Thence S 89° 59' 47" E for a distance of 585.88 feet to a set  $\frac{1}{2}$ " rebar w/Cap 14671;

Thence N 14° 29' 46" W for a distance of 331.22 feet to a set  $\frac{1}{2}$ " rebar w/Cap 14671;

Thence N 13° 18' 11" W for a distance of 564.50 feet to a set  $\frac{1}{2}$ " rebar w/Cap 14671;

Thence N 74° 43' 21" W for a distance of 453.31 feet to a set  $\frac{1}{2}$ " rebar w/Cap 14671, said point being a non-tangent point of curvature on the East Right-of-Way line of said Gemini Drive;

Thence Southeasterly along said East Right-of-Way line, along a curve to the right, having a central angle of 35° 04' 06" and a radius of 350.00 feet, for a distance of 214.22 feet, the chord of said curve bears S 17° 52' 10" E a distance of 210.89 feet, to a set  $\frac{1}{2}$ " rebar w/Cap 14671;

Thence S 00° 21' 10" E, along said East Right-of-Way line, for a distance of 696.45 feet to a set  $\frac{1}{2}$ " rebar w/Cap 14671, said point being a point of curvature;

Thence Southwesterly along said East Right-of-Way line, along a curve to the right, having a central angle of 06° 37' 18" and a radius of 800.04 feet, for a distance of 92.46 feet, the chord of said curve bears S 02° 58' 22" W a distance of 92.41 feet, to the TRUE POINT OF BEGINNING,

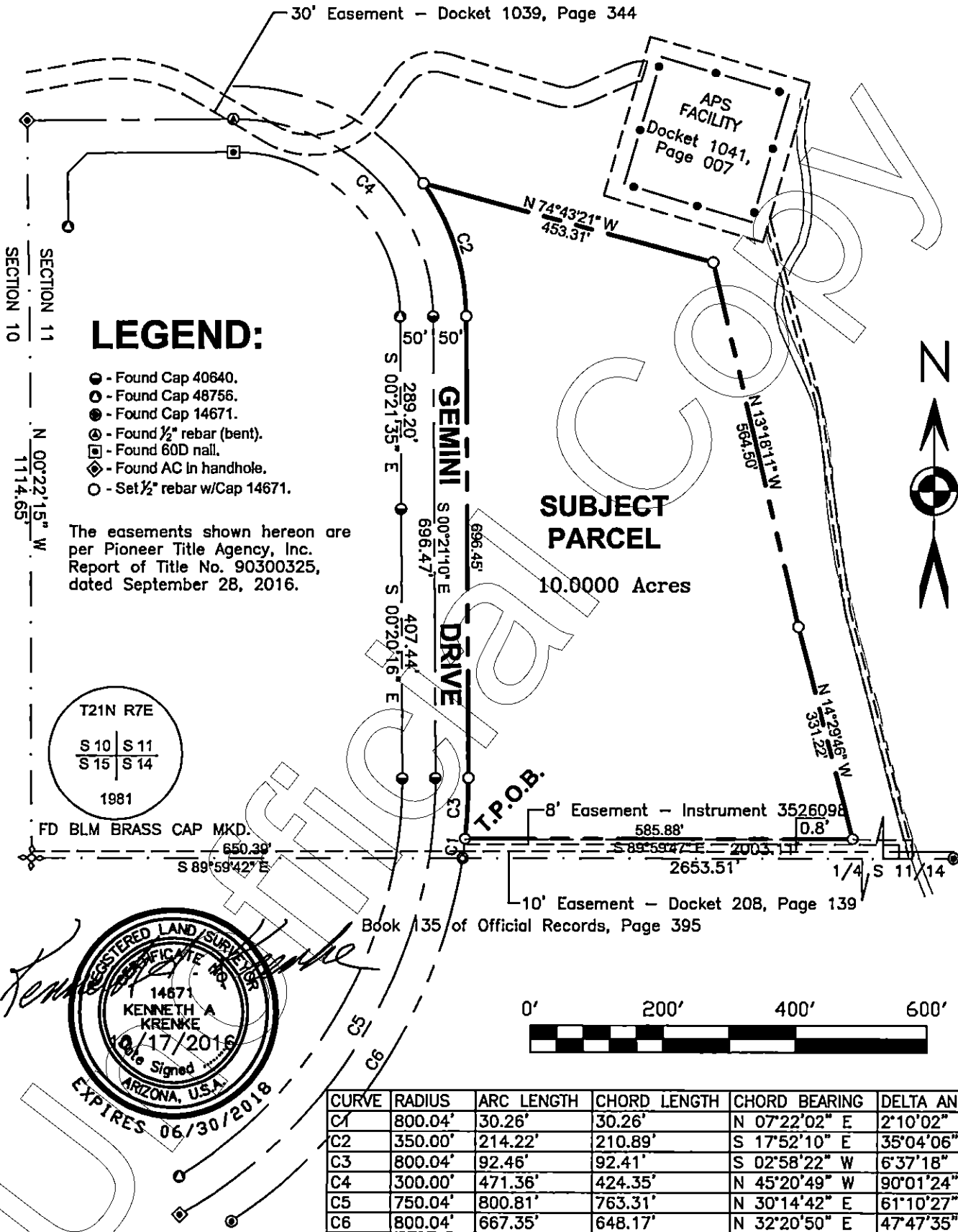
Said parcel contains 10.0000 acres of land, more or less, including any easements of record over the above described parcel, as shown on EXHIBIT "A-1", which is made a part hereof by this reference.

NES # 16-097



P. O. Box 1401 / Flagstaff, Arizona 86001-5308 / (928) 774-5058

# EXHIBIT "A-1"



**When recorded, please return to :**  
**APS RIGHT OF WAY DEPT.**  
2200 E Huntington Dr.  
FLAGSTAFF, AZ. 86004  
SW¼-11-21N-7E  
35.211018, -111.628653  
APN 109-02-001R  
NE-20-240  
WA482208  
DAM/AJS

## **UTILITY EASEMENT**

**THE STATE OF ARIZONA**, acting by and through the **Arizona Department of Veterans' Services**, (hereinafter called "Grantor"), is the owner of the following described real property located in Coconino County, Arizona (hereinafter called "Grantor's Property"):

### **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

### **SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF**

Grantee is hereby granted the right within the Easement Premises to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

IN WITNESS WHEREOF, **THE STATE OF ARIZONA, acting by and through the Arizona Department of Veterans' Services**, has caused this Utility Easement to be executed by its duly authorized representative, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**THE STATE OF ARIZONA, acting by and through the Arizona Department of Veterans' Services**

By: \_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

---

---

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_  
by \_\_\_\_\_ of **THE STATE OF ARIZONA, acting by and through the Arizona Department of Veterans' Services.**

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

Notary Seal:

\_\_\_\_\_  
Notary Public Signature



## EXHIBIT "A"

### LEGAL DESCRIPTION OF GRANTOR'S PROPERTY AS RECORDED IN INSTRUMENT NUMBER 3773981 C.C.R.

A portion of that parcel of land described in Docket 1668, Page 237 of the Records of Coconino County, Arizona, situated in the Southwest  $\frac{1}{4}$  of Section 11, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel being more particularly described as follows:

From the Southwest section corner of said Section 11, said point being a found BLM Cap, thence S  $89^{\circ} 59' 42''$  E, along the South section line of said Section 11, for a distance of 650.39 feet to a non-tangent point of curvature on the East Right-of-Way line of Gemini Drive, from which the South  $\frac{1}{4}$  of said Section 11, a found Cap 14671, bears S  $89^{\circ} 59' 42''$  E a distance of 2003.11 feet;

Thence Northeasterly along said East Right-of-Way line, along a curve to left, having a central angle of  $2^{\circ} 10' 02''$  and a radius of 800.04 feet, for a distance of 30.26 feet, the chord of said curve bears N  $07^{\circ} 22' 02''$  E a distance of 30.26 feet, to a non-tangent point, said point being the TRUE POINT OF BEGINNING;

Thence S  $89^{\circ} 59' 47''$  E for a distance of 585.88 feet to a set  $\frac{1}{2}''$  rebar w/cap 14671;

Thence N  $14^{\circ} 29' 46''$  W for a distance of 331.22 feet to a set  $\frac{1}{2}''$  rebar w/Cap 14671;

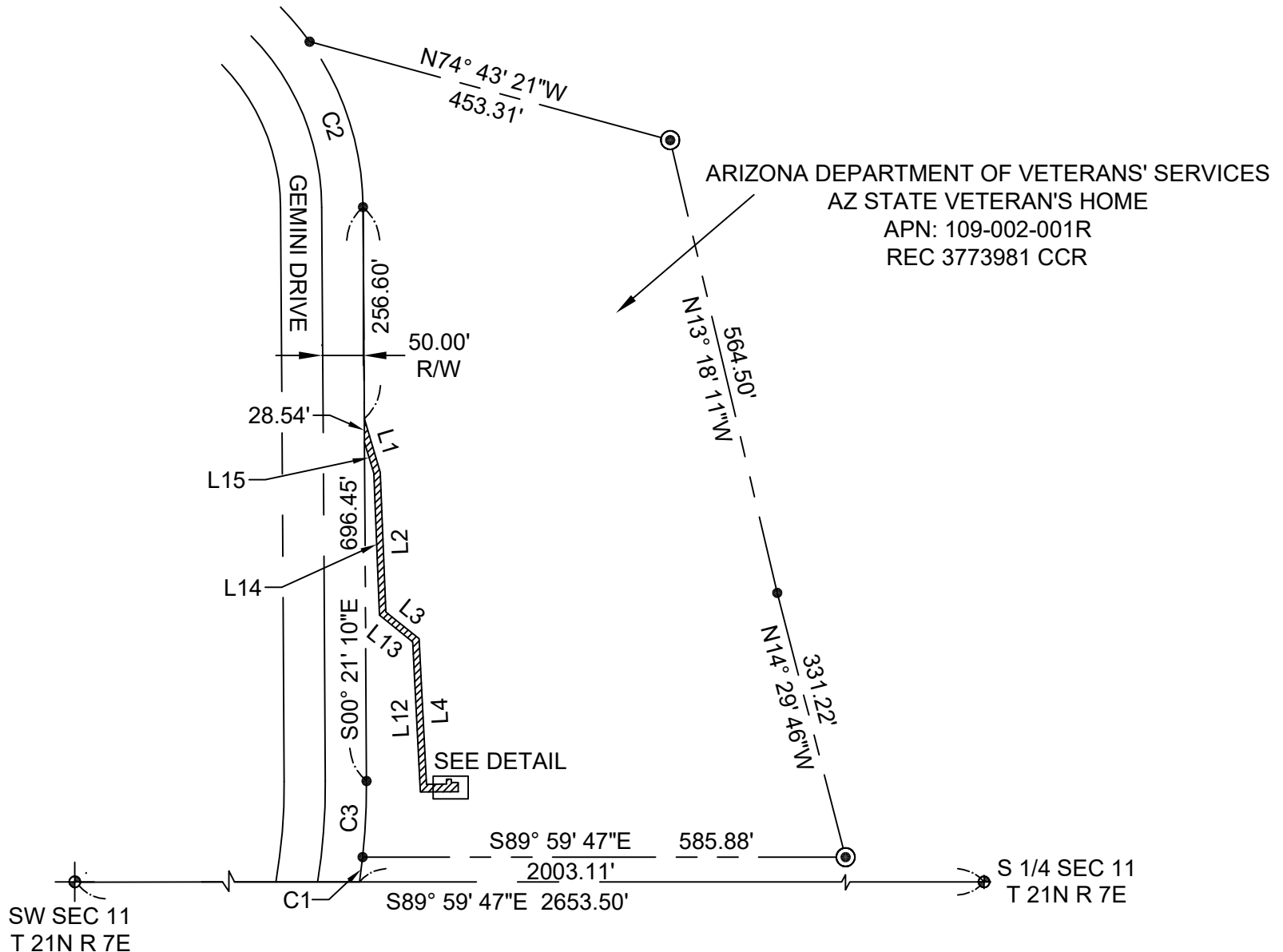
Thence N  $13^{\circ} 18' 11''$  W for a distance of 564.50 feet to a set  $\frac{1}{2}''$  rebar w/Cap 14671;

Thence N  $74^{\circ} 43' 21''$  W for a distance of 453.31 feet to a set  $\frac{1}{2}''$  rebar w/Cap 14671, said point being a non-tangent point of curvature on the East Right-of-Way line of said Gemini Drive;


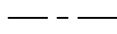
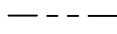


Thence Southeasterly along said East Right-of-Way line, along a curve to the right, having a central angle of  $35^{\circ} 04' 06''$  and a radius of 350.00 feet, for a distance of 214.22 feet, the chord of said curve bears S  $17^{\circ} 52' 10''$  E a distance of 210.89 feet, to a set  $\frac{1}{2}''$  rebar w/Cap 14671;

Thence S  $00^{\circ} 21' 10''$  E, along said East Right-of-Way line, for a distance of 696.45 feet to a set  $\frac{1}{2}''$  rebar w/Cap 14671, said point being a point of curvature;


Thence Southwesterly along said East Right-of-Way line, along a curve to the right, having a central angle of  $06^{\circ} 37' 18''$  and a radius of 800.04 feet, for a distance of 92.46 feet, the chord of said curve bears S  $02^{\circ} 58' 22''$  W a distance of 92.41 feet, to the TRUE POINT OF BEGINNING,



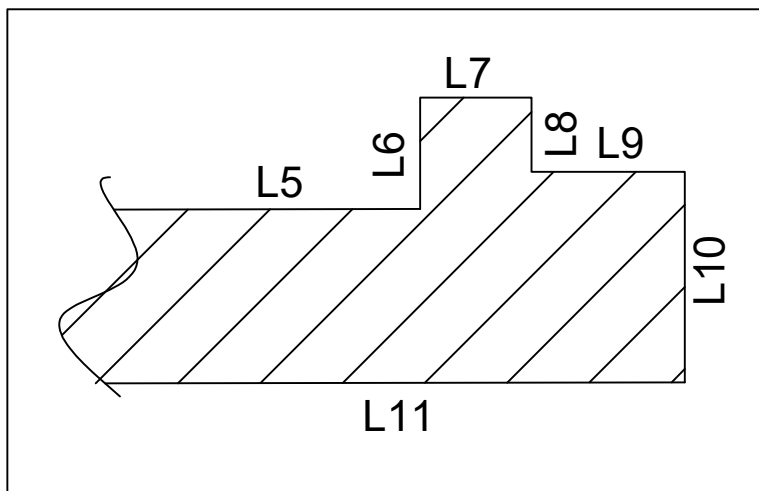
**LEGEND**

-  EASEMENT AREA
-  MONUMENT LINE
-  PROPERTY LINE
-  PROPERTY CORNER
-  MONUMENT
- CCR COCONINO COUNTY RECORDER
- APN ASSESSORS PARCEL NUMBER
- R/W RIGHT OF WAY



	<b>EXHIBIT "B"</b>
JOB # WA482208	DATE: 12/23/2020
SW 1/4 SEC 11 T21N R7E	
SCALE: 1" = 200'	INDEX: NE-20-240
R/W: DEE MCGRATH	
SURVEY: FAULKNER / JOHNSON / CHEE	
DRAWN BY: M. CHEE	SHEET 1 OF 2

DETAIL (NOT TO SCALE)



LINE TABLE

LINE	BEARING	DISTANCE
L1	S16°37'44"E	67.84'
L2	S02°18'25"E	169.74'
L3	S51°02'18"E	51.65'
L4	S02°56'21"E	176.77'
L5	N89°53'16"E	24.09'
L6	N00°00'00"W	6.00'
L7	N90°00'00"E	6.00'
L8	S00°00'00"E	4.00'
L9	N90°00'00"E	8.25'
L10	S00°00'00"E	11.33'
L11	S89°53'16"W	45.87'
L12	N02°56'21"W	182.17'
L13	N51°02'18"W	51.71'
L14	N02°18'25"W	172.36'
L15	N16°37'44"W	39.43'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	800.04'	30.26'	2°10'02"	N07°22'02"E	30.26'
C2	350.00'	214.22'	35°04'06"	S17°52'10"E	210.89'
C3	800.04'	92.46'	6°37'18"	S02°58'22"W	92.41'



EXHIBIT "B"

JOB # WA482208	DATE: 12/23/2020
SW 1/4 SEC 11 T21N R7E	
SCALE: 1" = 200'	INDEX: NE-20-240
R/W: DEE MCGRATH	
SURVEY: FAULKNER / JOHNSON / CHEE	
DRAWN BY: M. CHEE	SHEET 2 OF 2



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Rick Tadder, Management Services Director  
**Co-Submitter:** Greg Clifton, City Manager; Budget Team  
**Date:** 02/11/2021  
**Meeting Date:** 02/16/2021



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**TITLE:**

**Consideration and Adoption of Resolution No. 2021-08:** A resolution of the Flagstaff City Council, directing the City Manager to reduce the stage of the 2020 Economic Recession Plan from the Significant to the Moderate, and providing for an effective date

**STAFF RECOMMENDED ACTION:**

- 1) Read Resolution No. 2021-08 by title only
- 2) City Clerk reads Resolution No. 2021-08 by title only (if approved above)
- 3) Adopt Resolution No. 2021-08

**Executive Summary:**

At the February 1, 2021, Council Budget Retreat staff provided City Council ("Council") an update on revenue projections for the fiscal year 2020-21. Estimates provided have demonstrated the City is projected to fall within the Moderate stage of the 2020 Economic Recession Plan ("Recession Plan" or "Plan") for the fiscal year 2020-21. On May 26, 2020, Council adopted a resolution to move into the Significant stage based on revenue estimates at the time. A resolution is required to move back to the Moderate stage of the Recession Plan. At the above referenced Retreat, Council directed Staff to prepare a resolution that it could consider that, if approved, would bring the organization back into the Moderate Stage of the Recession Plan. This resolution has been prepared and is being presented to your for your consideration.

**Financial Impact:**

The adoption of this resolution will move the City to the Moderate stage of the Recession Plan and allow the City Manager to implement action items within that stage. The fiscal impact will align with strategic reductions of expenditures to mitigate estimated revenue reductions.

**Policy Impact:**

The 2020 Economic Recession Plan allows the City Manager to manage future expenditures within the available revenue resources.

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

High Performing Governance:

- Enhance the organization’s fiscal stability, and increase efficiency and effectiveness
- Implement innovative local government programs, new ideas and best practices; be recognized as a model for others to follow

**Has There Been Previous Council Decision on This:**

On April 21, 2020, Staff presented to City Council the Economic Recession Plan and the Council chose to adopt the Plan.

On May 26, 2020, Council adopted Resolution No. 2020-33 which moved the City into the Significant stage of the Plan.

On February 1, 2021, Staff presented to the City Council a revenue and Recession Plan update.

**Options and Alternatives:**

- Approve the resolution as submitted.
- Do not approve the resolution and remain in the Significant Stage of the Recession Plan

**Background/History:**

The Budget Team began working on an Economic Recession Plan (Plan) in October 2019. The plan was advanced for Council Adoption on April 21, 2020. The Plan is based upon an incremental application of five progressive, remedial action steps (stages). The first stage is relatively minor, while the fifth and final stage presupposes a crisis situation. The intervening stages become progressively more impacting, as declining revenues worsen. The Plan is intended to be proactively applied, utilizing economic forecasts and indicators as enumerated. Notably, formulation of the Plan commenced during healthy economic times, well in advance of the current pandemic and its resulting economic downturn.

Procedurally, the Plan is a tool that can be considered and implemented at the administrative level during the early stages of a recession or economic downturn (first two stages), with Council action being required for more stringent measures (third, fourth, and fifth stages). The Budget Team, comprised of members of Management Services, City Manager's Office, Human Resources, Economic Vitality, and the Employee Advisory Committee, serves as the working body to evaluate the economic indicators and recommend the correlating remedial measures. While the formulation of this Plan was conducted through members of the Budget Team, transparency of the process was achieved through presentation before the Leadership Team, Extended Leadership Team, and the Employee Advisory Committee.

This Plan is formulated to endure the test of time, utilizing a sliding-scale approach to both its implementation and suspension as necessary. This is important to allow for the necessary fluidity to changing economic situations. The current pandemic, with its rapid spread, uncertain severity, and unknown duration, illustrates the need for this adaptiveness.

**Expanded Financial Considerations:**

At the February Council Budget Retreat, staff provided updated revenue estimates for all operating funds. The information demonstrated that all fund types are estimated to be under an estimated 5% revenue loss this fiscal year. Further funds are making the operational expenditure reductions to manage with these estimated revenue losses.

Fund Types	FY 2020-21 Budget	FY 2020-21 Estimate	Change from Budget	Percent of Change
General Fund	\$ 62,478,118	\$61,468,780	(\$ 1,009,338)	- 1.6%
Special Revenue Funds	\$ 50,816,498	\$ 48,481,370	(\$ 2,335,128)	- 4.6%

Enterprise Funds	\$ 51,166,184	\$ 48,850,966	(\$ 2,315,218)	- 4.5%
All Operating Funds	\$ 164,460,800	\$ 158,801,116	(\$ 5,659,684)	- 3.4%

If the Council approves moving from the Significant stage to Moderate stage of the recession plan, several objectives will still remain such as continued review of large capital expenditures and postponement of discretionary travel and training. The Moderate stage will allow the City to implement the 2% Cost of Living Adjustment (COLA) as well as positions may be delayed versus a freeze on non-critical vacancies.

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**Attachments:**    Res. 2021-08  
                          Recession Plan

**RESOLUTION NO. 2020-08**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, DIRECTING THE CITY MANAGER TO REDUCE THE STAGE OF THE 2020 ECONOMIC RECESSION PLAN FROM THE SIGNIFICANT TO THE MODERATE, AND PROVIDING FOR AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, on April 21, 2020 the Flagstaff City Council (“Council”) adopted the 2020 City of Flagstaff Economic Recession Plan (“Recession Plan”); and

WHEREAS, since mid- March 2020, the COVID-19 flu pandemic has caused businesses nationwide to close or limit operations in order to protect public health; and

WHEREAS, it is anticipated that City sales tax revenues and other revenues will decline as a result of the pandemic and other economic factors; and

WHEREAS, City staff has prepared revised revenue estimates for Fiscal Year 2020-21 which show that that the City may experience revenue reductions of \$3.4 -6.7 million (5-10%) during Fiscal Year 2020-2021 that will require remedial measures as set forth in the Significant stage of the Recession Plan; and

WHEREAS, on May 26, 2020 the Council adopted Resolution 2020-33 to move the organization into the Significant Stage of the Recession Plan; and

WHEREAS, City staff has been monitoring revenue impacts monthly since the pandemic began and reporting revenue updates to the Budget Team; and

WHEREAS, on February 1, 2021 the Budget Team presented a revenue update during the Council Budget Retreat that demonstrated estimated revenues for the organization is projected to be 3.4% lower than budgeted; and

WHEREAS, the current economic condition and revenue estimates now measure within the Moderate Stage (-2% to -4.9%) of the recession plan.

**ENACTMENTS:**

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

SECTION 1. In General.

The Council hereby:

Finds that based on the financial revenue data available at this time, it is appropriate to return to the Moderate Stage set forth in the 2020 Flagstaff Economic Recession Plan.

Directs the City Manager to continue to monitor City of Flagstaff revenues and manage within the parameters of the recession plan.

SECTION 2. Effective Date.

This resolution shall be immediately effective.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of February, 2021.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

# 2020 City of Flagstaff Economic Recession Plan



## Purpose

The City and US has seen over ten years of economic growth since the great recession of 2008. We are currently in the longest stretch of economic growth in US history. The chances for economic downturns become more likely as expansion continues. Taking measures to be prepared for economic downturns is critical to how well the City financially responds to a reduction in resources to provide ongoing services to the community. It is imperative to have these strategic measures in place, proactively, in order to plan and prepare for such downturns well in advance. Toward that objective, the formulation of this Plan commenced in the Fall of 2019 with the intention of adoption prior to the 2020-21 Budget Year.

The purpose of this Recession Plan is to provide financial guidance and remedial measures during negative changes in the City's economic status. There are multiple stages of the Plan, that equate to anticipated incremental reduction in available City revenues.

## Understanding Indicators and Impacts

Since the City's economy is heavily dependent on discretionary spending of visitors and discretionary purchasing surrounding the tourism, real estate, and construction markets, projecting revenues and expenditures is challenging. Adding to this challenge is our reliance upon many national and regional variables. A plan to manage the financial impacts of economic recession and net revenue shortfalls is paramount.

With those challenges in mind, this Plan, in conjunction with the City's policy on maintaining reserves, can be used to address a variety of economic uncertainties and identify potential corrective actions when revenues or reserves are jeopardized.

- A. Negative Indicators are warnings that potential budget impacts are an increasing probability based on the monitoring of key revenue sources such as sales taxes, building activity, utility usage, and tourism related indicators. Inflation indicators, interest rates, and state and national trends may also be considered. State, national and global issues and crises should also be considered.
- B. Economic downturns can fluctuate in severity and in duration. Implementation of the strategies in this Plan should coincide with the duration of such events, and beyond as may be warranted to ensure full recovery economically.
- C. Stages represent the degree of the economic downturn and serve to classify and communicate the severity of the situation to the City Council, staff, and the public. There are five stages accordingly. As the severity of the economic downturn increases (or are expected to increase in severity) the Plan's tiered approach will guide the City's actions accordingly.

**Funds have different Indicators and Impacts**

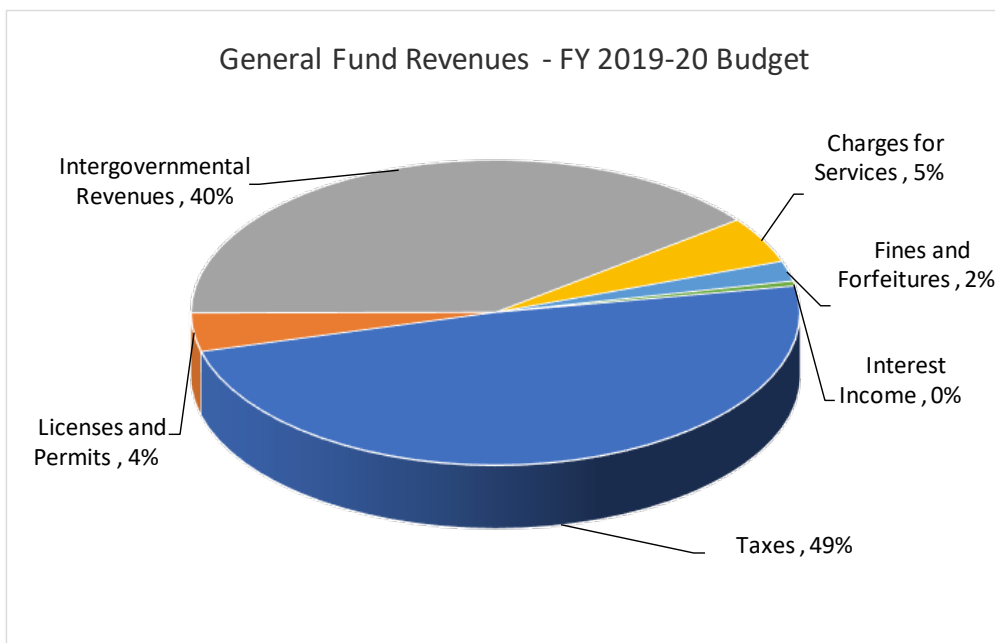
The City has multiple funds which have different revenue streams that have different indicators to be aware of. The largest of the funds is the City’s General Fund which is largely used for general City services and labor. Some of the funds operate as enterprise funds premised upon self-sustaining revenues generated through the operation of an enterprise – essentially treated as government-operated businesses. All of the City’s funds are summarized in Appendix A.

The indicators as noted above will basically apply to all City funds, noting that some funds, such as the General Fund, may be more vulnerable than other funds to economic fluctuation. Therefore, the Plan places significant focus on the General Fund. All the funds are summarized in Appendix A. In addition, the General fund may need to sustain further cuts to assist other smaller/non self-sufficient funds (such as the Airport and Library Funds).

Below is a table of some of the major revenues in the General Fund that would be impacted during an economic downturn along with the impact based on a percentage of change:

		Decline: Up to 2%	Decline: Up to 5%	Decline: Up to 10%	Decline: Up to 20%
<b>001 : General Fund</b>	<b>Total Budget</b>				
Taxes	\$ 32,274,000	\$ 645,000	\$ 1,614,000	\$ 3,227,000	\$ 6,455,000
Licenses and Permits	2,707,000	54,000	135,000	271,000	541,000
Intergovernmental Revenues	26,334,000	527,000	1,317,000	2,633,000	5,267,000
Charges for Services	3,267,000	65,000	163,000	327,000	653,000
Fines and Forfeitures	1,420,000	28,000	71,000	142,000	284,000
Interest Income	350,000	7,000	18,000	35,000	70,000
<b>Total</b>	<b>\$ 66,352,000</b>	<b>\$ 1,326,000</b>	<b>\$ 3,318,000</b>	<b>\$ 6,635,000</b>	<b>\$ 13,270,000</b>

Excludes: Lease revenues, contributions, miscellaneous, financing resources and transfers.



In the General Fund for FY 2019-20, 81% (\$56.2 Million) of the base ongoing budget is personnel, 14% (\$9.8 Million) is contractual, 3.4% (\$2.4 Million) is commodities and 1.6% (\$1.1 Million) is capital. Most capital purchases are funded with one-time resources or funded with resources outside of the General Fund. Of the total General Fund base budget in FY 2019-20, 57% (\$39.2 Million) is related to public safety (police, fire and court), of which 31% (\$12.3 Million) is public safety pension contributions.

### **General Fund Unrestricted Fund Balance and Contingencies Play a Role in Economic Financial Planning**

A critical part of long-term financial planning is to assure an adequate fund balance is maintained in the General Fund. Outside of economic downturns, the City will strive to have a minimum unreserved fund balance of 20%. During downturns, the City could make strategic reductions in the fund balance. For FY 2019-20, 20% is equal to \$12,500,000. Reduction of fund balance will impact the security of the General Fund and could have an adverse impact on debt ratings.

There are proactive administrative tools that will ensure the maintenance of the 20% fund balance. Such tools include the centralization of various administrative services that may bring about economies by minimizing fragmentation. Cross-training and resource sharing between the divisions and sections should likewise be encouraged.

Revenue streams to fund programs and services that can be made sustainable through sources outside of the General Fund should be explored. Similarly, the General Fund is greatly encumbered by a public safety pension liability and efforts should be explored to see an independent funding stream lessen this burden, thereby making the fund less vulnerable to economic downswings.

Minimum fund balance policy for all other City funds is 10%, except the Highway User Revenue Fund (HURF) which has a minimum 20% fund balance policy and the Water Services Funds which has a minimum 25% fund balance policy.

### **Taking Remedial Action Based upon Revenue and Fund Balance Reductions**

Planning what action steps will be taken positions an organization to proactively and responsibly plan for economic downturns.

The City has designed the following action plan based upon multiple stages of an economic downturn. The five stages set forth below equate to anticipated reductions in available revenues (the higher stages representing more severe reductions) and the resulting measures to be taken in each stage.

## Five Stages:

**Alert/Minor** - An anticipated, unbudgeted, net reduction in available revenues up to 2%, less than \$1.4M

**Action:** Under this scenario, expenditures will be reduced where reasonably possible. Most services can be maintained without reduction or public impact, but some services may be scaled down. Recruitment for vacant positions may be prolonged for short periods, and unexpended operating appropriations will be diverted back into the General Fund. Efficiencies to reduce expenditures will be pursued with emphasis. Divisions and Sections are responsible for monitoring budgets and reducing expenditures.

**Moderate** - A projected and unbudgeted reduction in revenues in excess of 2% but less than 5%, \$1.4M to \$3.4M

**Action:** The City will maintain essential services, but non-essential services may be curtailed and the review of expenditures is intensified to include the deferment of large purchases, cancellation of contracts and consulting services, reduction/postponement of capital expenditures that are not mandatory or urgent, postponement of expenditures related to travel, meetings, and discretionary training, and delaying the recruitment for vacant positions when reasonable, including a partial hiring freeze, or relying upon other strategies to fill current or projected vacancies.

**Significant** - A projected and unbudgeted reduction in revenues in excess of 5% but less than 10%, \$3.4M-6.7M.

**Action:** Requires strong justification for large purchases, elimination of expenditures related to travel, meetings, and discretionary training, deferring a significant number of capital projects, implementation of a hiring freeze on all but essential health, safety, and welfare positions, and the suspension or reduction of services and programs or decrease level of service in programs that are not deemed essential to the community. A possible reduction of workforce with initial emphasis upon temporary, part-time, and contract employees. A possible draw down of reserves may be considered. The City will consider reduction of hours and/or temporary closures of facilities and/or increases in fees to maintain services. Possible deferral or postponement of salary increases (rezones, merits, COLAs and QSIs).

**Major** - A projected and unbudgeted reduction in revenues in excess of 10% but less than 20%, \$6.7M-\$13.3M plus

**Action:** This phase requires actions aimed at major service cuts, continuation of a total hiring freeze, a reduction of workforce with emphasis upon temporary, part-time, and contract employees, suspend all types of salary increases, and may consider additional employee cost reduction policies, further reductions in capital expenditures, and development of a further reduction in workforce strategy. A draw down of reserves would be required to maintain essential or mandatory services. Longer term closures of non-essential city facilities will occur.

**Crisis** - This phase assumes that revenues have been almost entirely depleted, with reductions in excess of 20%. The potential for an overall budget deficit is present.

**Action:** At this point, the City implements its reduction in workforce and employee cost reduction policies, eliminates programs and services, and stops all capital improvement projects and purchasing. Further reductions in reserves will be required.

The initiation of any of these strategies and actions originate with the Budget Team. Implementation of the First and Second Stages (Minor/Moderate) can be performed administratively. Implementation of additional Stages (Significant through Crisis) will require the consent and resolution of the City Council. The subsequent termination or reduction of these actions will be subject to the same approval requirements.

If the conditions leading to implementation of the Economic Recession Plan are likely to continue for multiple years, the cumulative effect of the reduction in revenues or reserves should be considered in determining the appropriate phased response.

## Appendix A: Summary of Impact by Funds

	Revenues	Decline: Up to 2%	Decline: Up to 5%	Decline: Up to 10%	Decline: Up to 20%
General Fund	\$ 66,352,000	\$ 1,326,000	\$ 3,318,000	\$ 6,635,000	\$ 13,270,000
Special Revenue Funds					
Library	3,982,000	80,000	199,000	398,000	796,000
HURF	8,635,000	173,000	432,000	863,000	1,727,000
Transportation Tax	27,108,000	543,000	1,355,000	2,710,000	5,422,000
BBB Funds	9,798,000	196,000	490,000	981,000	1,960,000
Parking District	1,480,000	30,000	74,000	148,000	296,000
Total Special Revenue	51,003,000	1,022,000	2,550,000	5,100,000	10,201,000
Debt Service Funds	7,302,000	146,000	365,000	730,000	1,460,000
Enterprise Funds					
Water	17,815,000	356,000	891,000	1,781,000	3,563,000
Wastewater	10,539,000	211,000	527,000	1,054,000	2,108,000
Reclaim	1,040,000	21,000	52,000	104,000	208,000
Stormwater	4,277,000	86,000	214,000	428,000	855,000
Solid Waste	12,236,000	245,000	612,000	1,224,000	2,447,000
SEMS	1,064,000	21,000	53,000	106,000	213,000
Airport	2,219,000	44,000	111,000	222,000	444,000
FHA	1,803,000	37,000	90,000	181,000	361,000
Total Enterprise	50,993,000	1,021,000	2,550,000	5,100,000	10,199,000
All other funds	\$ 109,298,000	\$ 2,189,000	\$ 5,465,000	\$ 10,930,000	\$ 21,860,000

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Jeremy DeGeyter, Project Manager  
**Co-Submitter:** Jeff Bauman  
**Date:** 02/11/2021  
**Meeting Date:** 02/16/2021



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**TITLE**

**Fourth Street-Lockett Road-Cedar Avenue Roundabout Alternatives Discussion**

**STAFF RECOMMENDED ACTION:**

This item is for discussion only (see attached presentation).

**EXECUTIVE SUMMARY:**

The Arizona Department of Transportation (ADOT) will administer the design and construction and advertise, bid and award the construction of a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road as part of a competitive Highway Safety Improvement Program (HSIP) grant award. This project was identified as a high priority through a local network crash data screening process. The roundabout will improve safety, slow speeds, help avoid angle crashes, and add a crosswalk at the 4th-leg of the intersection. The total HSIP Federal Funding is estimated to be \$1,928,366 and the total City funding is estimated to be \$60,813. The City is responsible for any project costs in excess of the current HSIP grant award of \$1,928,366. The Intergovernmental Agreement (IGA) between the City of Flagstaff and ADOT was approved by City Council at the May 19, 2020, City Council meeting.

ADOT selected AZTEC Engineering Group for the design phase of the project. Preliminary project design began in November 2020 and has produced several preliminary/conceptual roundabout design alternatives. Two alternatives are presented for discussion. These alternatives have previously been presented to the Bicycle Advisory Committee, Pedestrian Advisory Committee, Mountain Line (NAIPTA), and the Transportation Commission. The two alternatives have notably different Right-of-Way (ROW) acquisition costs due to the acquisition of a single-family residence for the single roundabout option. Costs have not been determined; however it is anticipated that the ROW cost difference between the alternatives could be as much as \$400,000 and would exceed the current ROW acquisition budget of \$123,211. The City is responsible for any project costs in excess of the current HSIP grant.

**INFORMATION:**

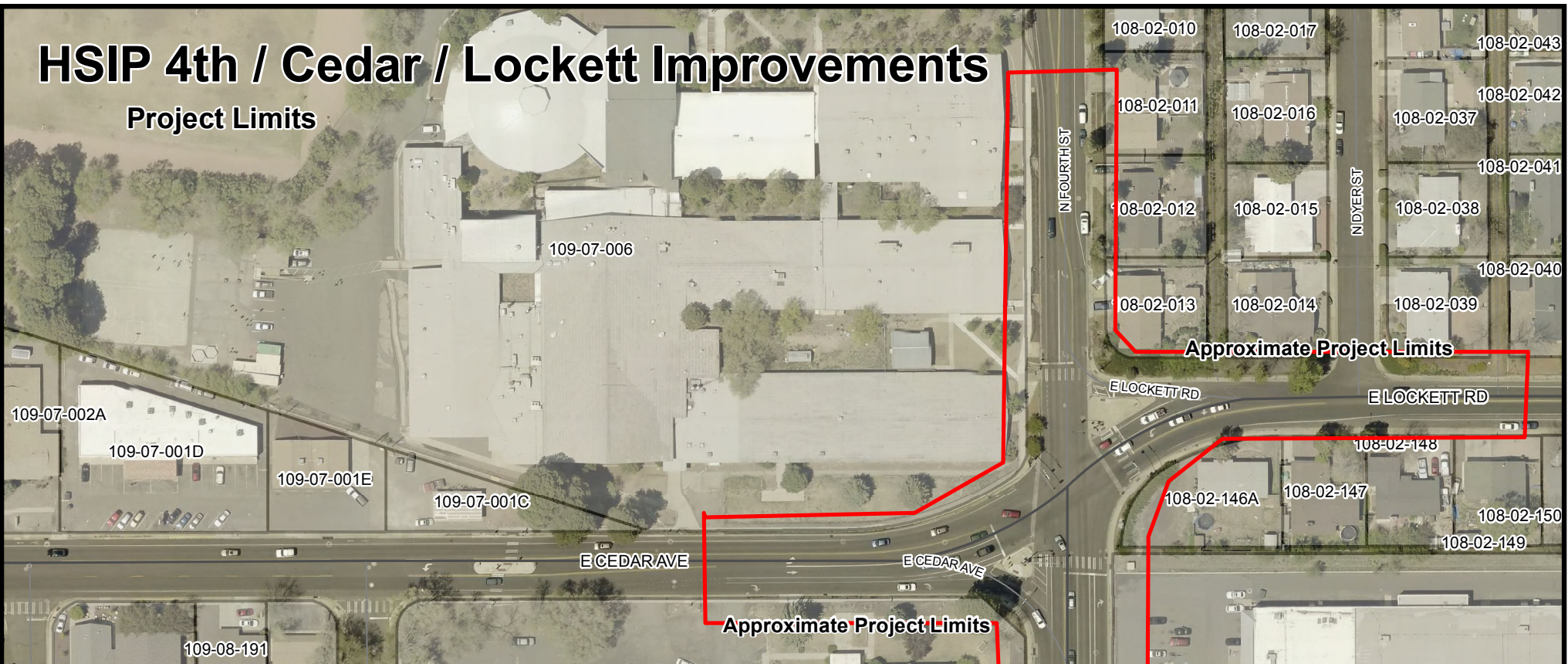
The Fourth Street-Lockett Road-Cedar Avenue Roundabout Alternatives presentation will provide information including:

- Project Background and History
- Roundabout Benefits and Design Considerations
- Alternatives Considered
- Decision Matrix

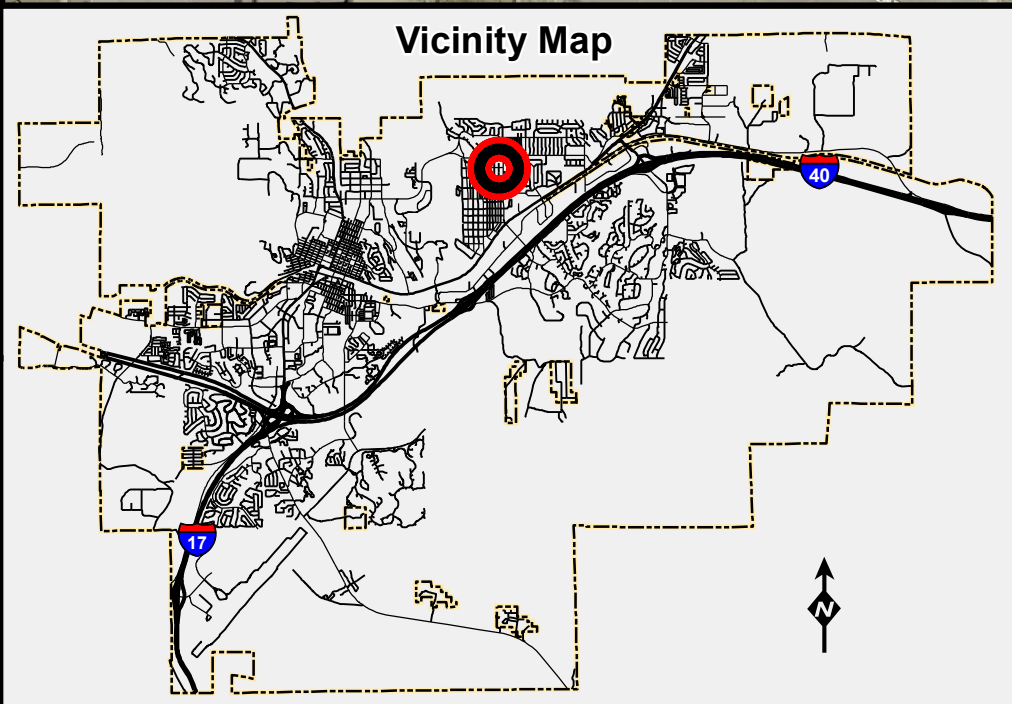


# HSIP 4th / Cedar / Lockett Improvements

Project Limits



## Vicinity Map





# Fourth & Cedar/Lockett Roundabout

February 16, 2021



The central graphic features a dark blue background with a faint image of a building. It contains the title 'Fourth & Cedar/Lockett Roundabout' in large white serif font, followed by the date 'February 16, 2021' in a smaller white sans-serif font. At the bottom left is the official seal of the City of Flagstaff, Arizona, established in 1882, which depicts a landscape with a mountain, a river, and a flag. At the bottom right is the 'TEAM FLAGSTAFF' logo, which includes a stylized sunburst graphic and the slogan 'WE MAKE THE CITY BETTER'.





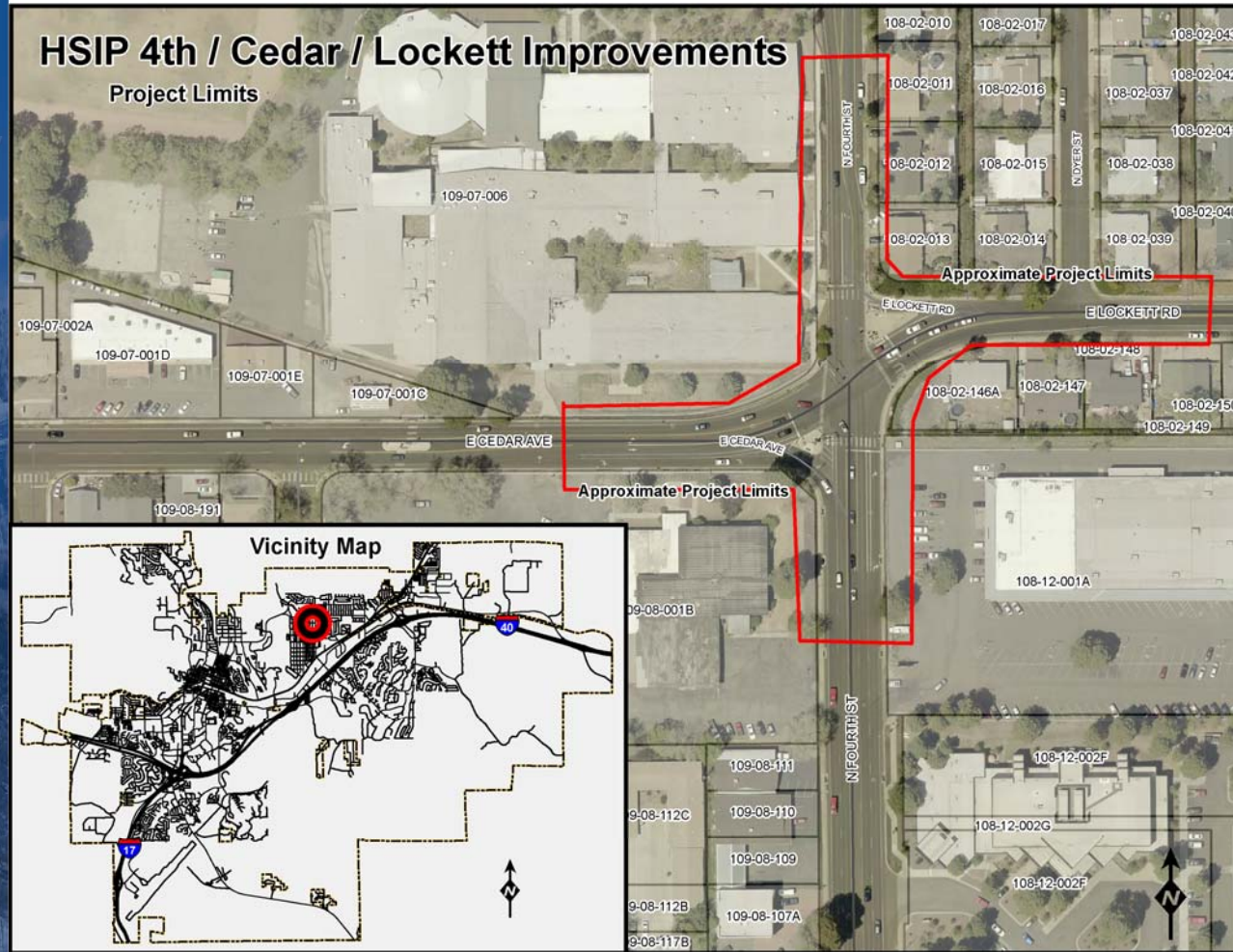
# Fourth & Cedar/Lockett Roundabout



1. Project Overview
2. Roundabout Concepts and Design Treatments
3. Preferred Alternative
4. Next Steps

# Project Location

- North Country HealthCare
- East Flagstaff Library
- Coconino Community College
- Pine Forest School
- Mount Elden Middle School and Puente de Hozho School
- Greenlaw and Sunnyside





# Highway Safety Improvement Program (HSIP)



- Purpose:
  - “to achieve a significant reduction in traffic fatalities and serious injuries on all public roads through the implementation of infrastructure-related highway safety improvements.”
- Other Flagstaff HSIP Projects:
  - City-wide Sign Inventory and Replacement program
  - City-wide Pavement Markings
  - Beulah Bike Lanes
  - Switzer & Turquoise Roundabout
  - City-wide Guardrail Replacement
  - Countdown Pedestrian Signal Heads



# Financial Impact



## **Fiscal Year 2020 - Design**

- City share \$30,000
- HSIP Federal Funds \$450,000

## **Fiscal Year 2021 - ROW**

- HSIP Federal Funds \$92,398
- City share \$30,813

## **Fiscal Year 2022 - Construction**

- HSIP Federal Funds \$1,385,968

## **Notes:**

- City is responsible for any project costs in excess of the current HSIP grant award of \$1,928,366



# Common Site Applications



- A modern roundabout should be considered anywhere a traffic signal or stop control is under consideration
- Schools: Reduce vehicle speeds
- Corridors: Opportunity to shape cross sections - transitional
- Intersections with existing high crash severity and frequency patterns



Photo: Lee Rodegerdt (used with permission)



Photo: Lee Rodegerdt (used with permission)



# Benefits of Roundabouts

- Safety – Reduced Crashes

- Total crashes by 35%
- Pedestrian Crashes by 40%
- Injury crashes by 76%
- Fatalities by 90%

- Traffic Calming

- Reduced vehicle speeds using geometric design
- Transitional element

- Pedestrian Safety

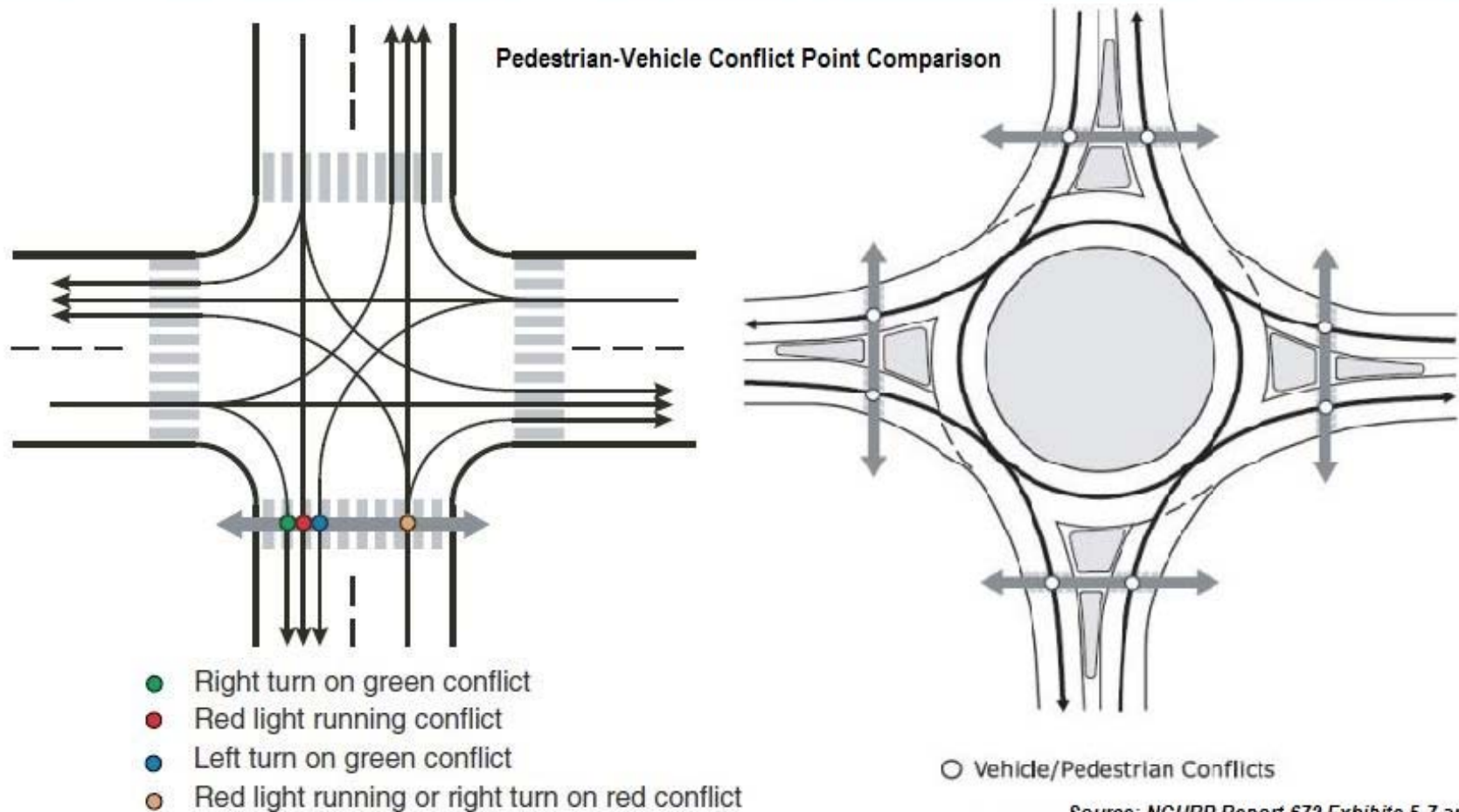
- Reduced crossing distances
- Reduced vehicle speeds
- Crossings focus on one traffic stream at a time - visibility

- Bicycle Safety

- Reduced vehicle speeds
- Two options
  - Take the lane
  - Separated/Protected facility



# Safety – Reduce the Conflicts



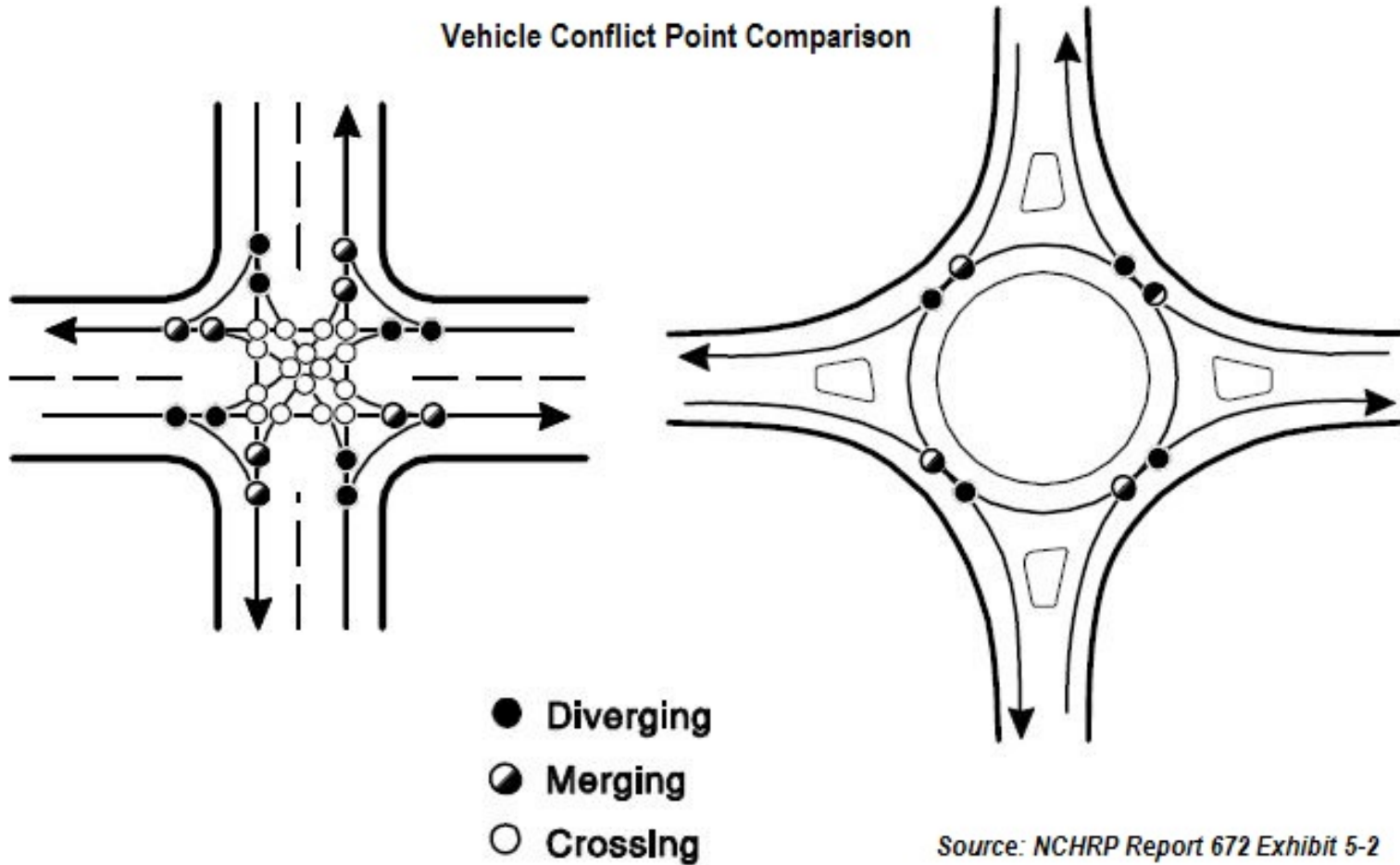
Source: NCHRP Report 672 Exhibits 5-7 and 5-8



# Safety – Reduce the Conflicts



Vehicle Conflict Point Comparison



Source: NCHRP Report 672 Exhibit 5-2



# Existing Conditions



# Pedestrian Circulation

- Shorter
- One direction
- Setbacks
- No waiting
- Slower speeds
- Schools





# Bicycle Circulation – The Basics



- Bicycle lanes end in advance of roundabouts
- Bicyclist may utilize the adjacent multi use pathway -or-
- Bicyclists may 'take the lane' as a vehicle in this slow speed environment





# Bicycle Pavement Markings



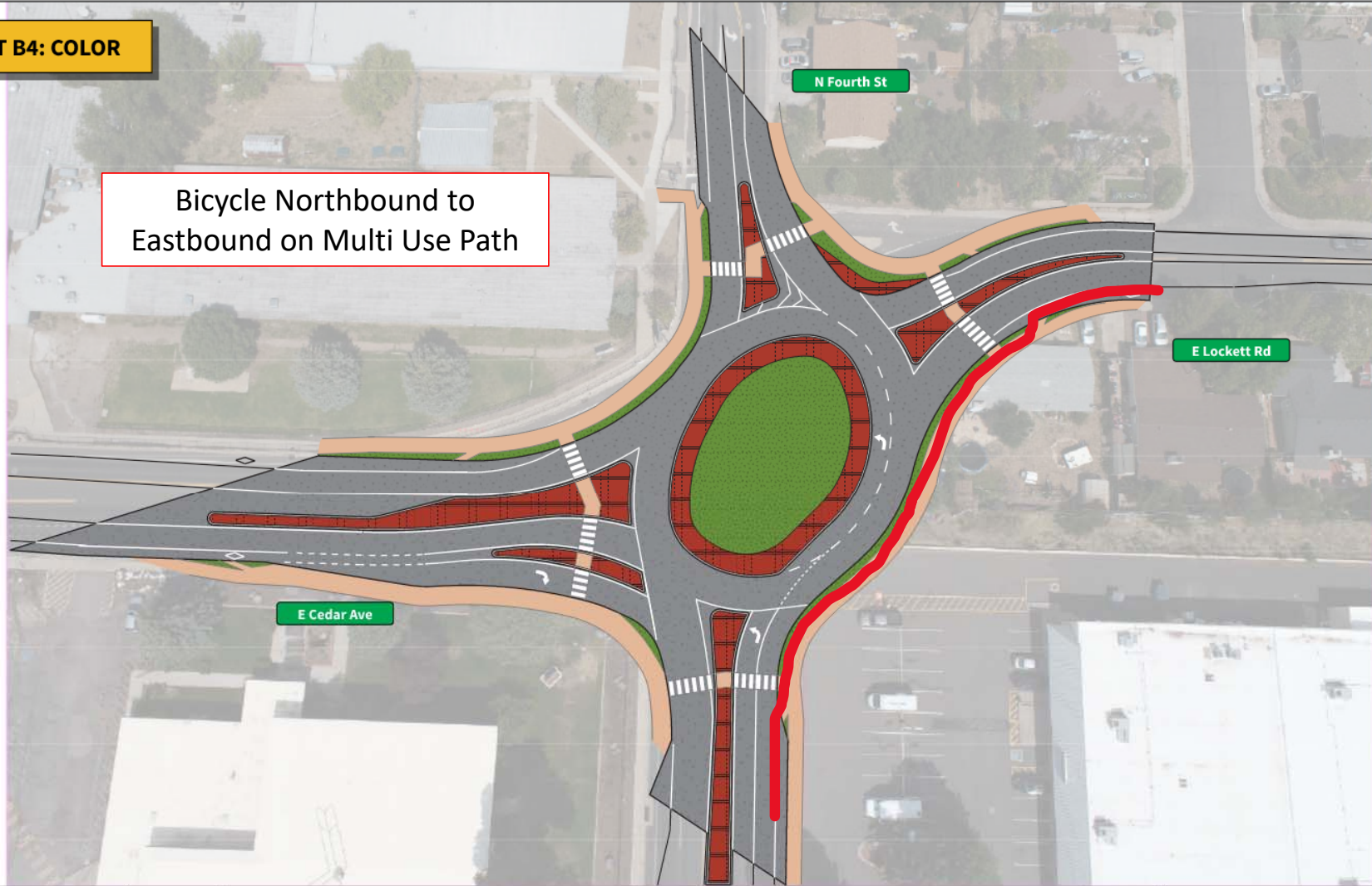


# Bicycle Entrance Ramps



**ALT B4: COLOR**

Bicycle Northbound to  
Eastbound on Multi Use Path



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

MTJ CONCEPT DESIGN  
**ALT B4: COLOR WITH AERIAL**



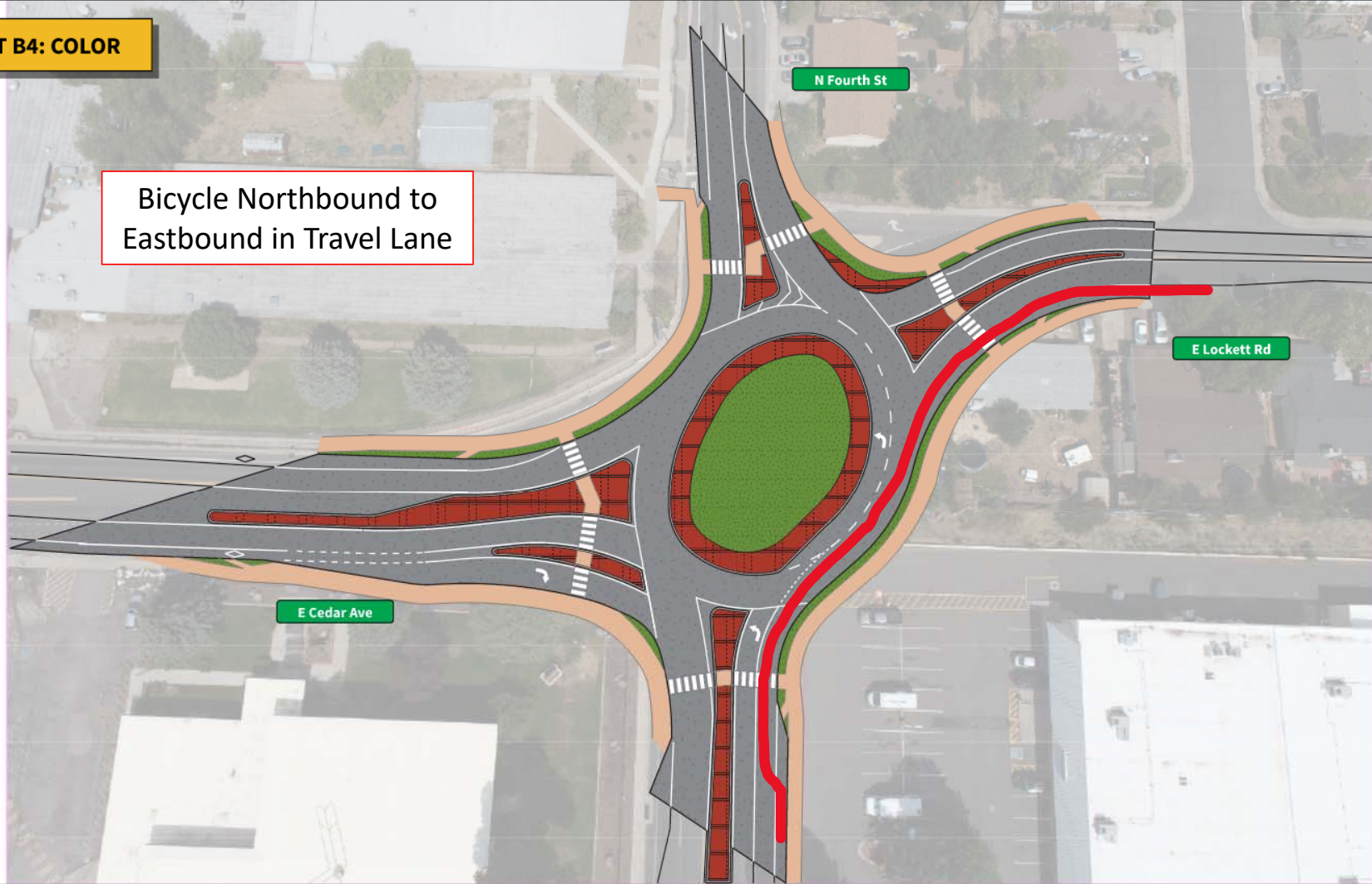
313 Price Place, Suite #11  
Madison, WI 53705  
608.238.5000  
info@mtjengineering.com

[www.mtjengineering.com](http://www.mtjengineering.com)

12.17.20

**ALT B4: COLOR**

Bicycle Northbound to  
Eastbound in Travel Lane



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

MTJ CONCEPT DESIGN  
**ALT B4: COLOR WITH AERIAL**



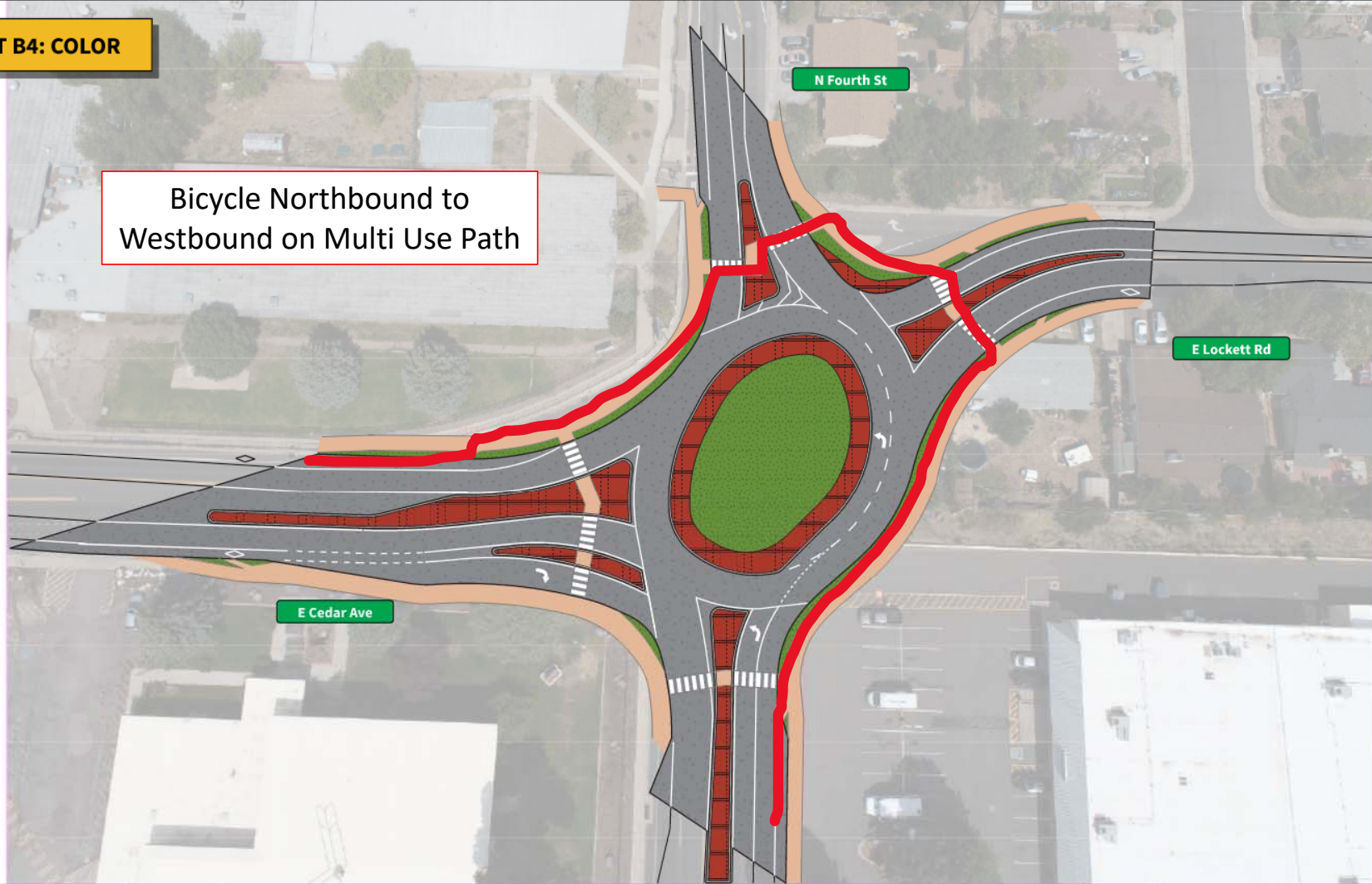
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12.17.20

**ALT B4: COLOR**

Bicycle Northbound to  
Westbound on Multi Use Path



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

MTJ CONCEPT DESIGN  
**ALT B4: COLOR WITH AERIAL**



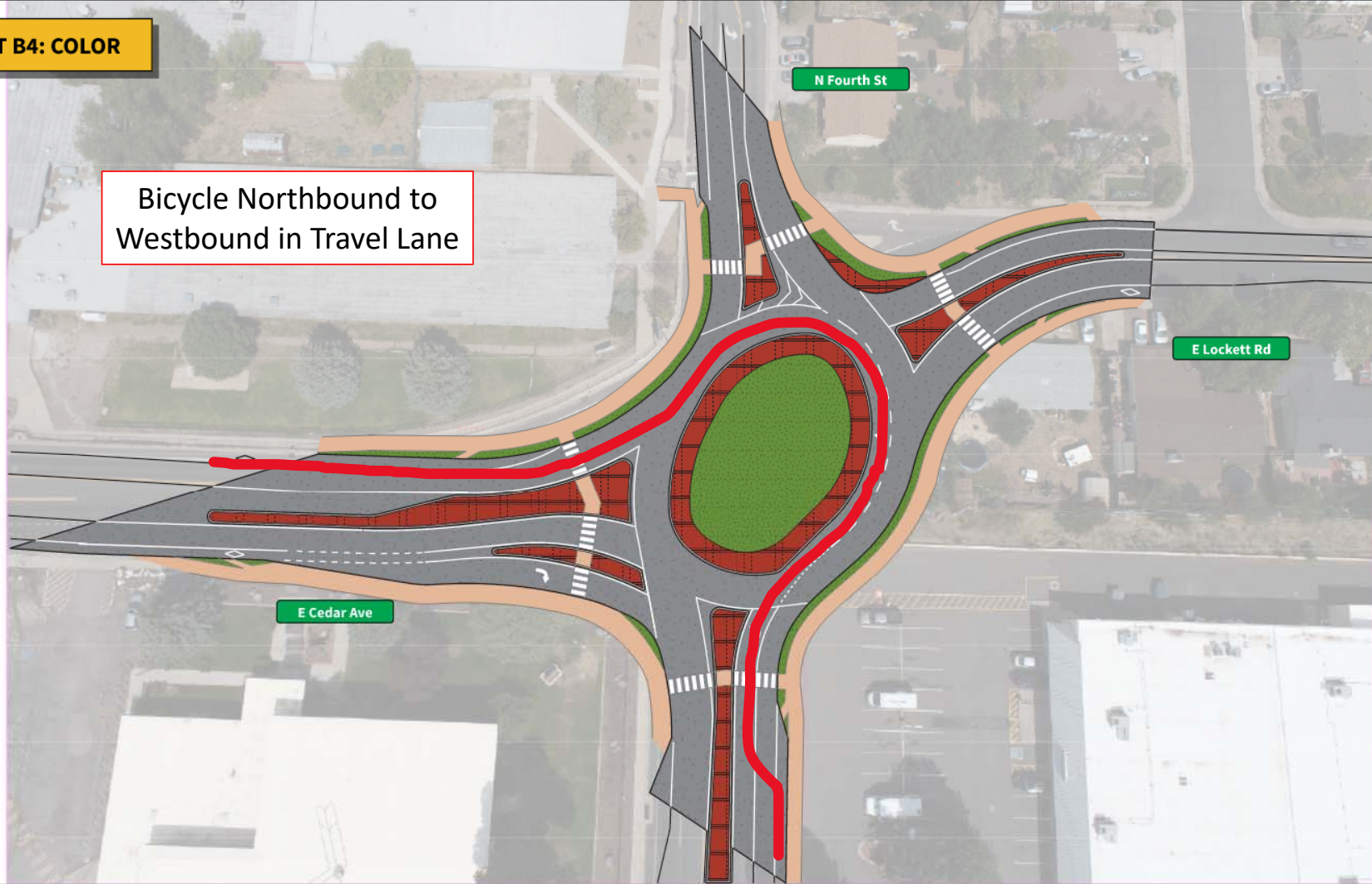
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12.17.20

**ALT B4: COLOR**

Bicycle Northbound to  
Westbound in Travel Lane



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

MTJ CONCEPT DESIGN  
**ALT B4: COLOR WITH AERIAL**



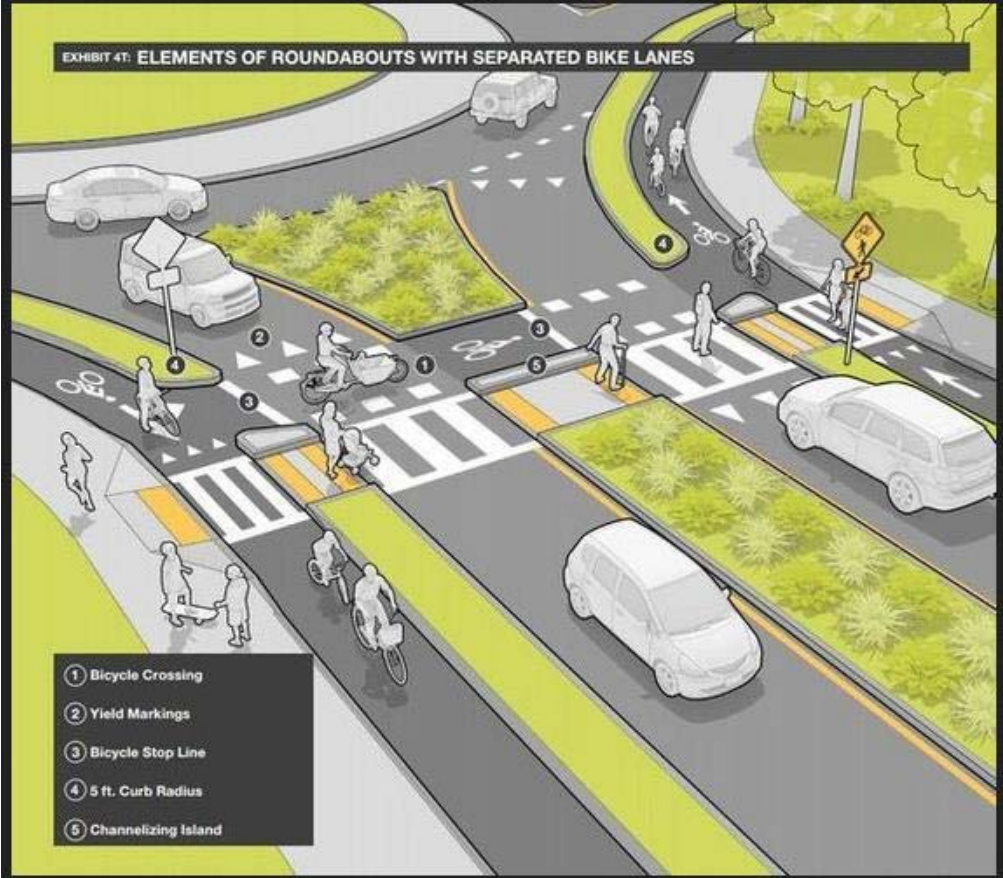
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12.17.20



# Conceptual Bicycle Pavement Markings



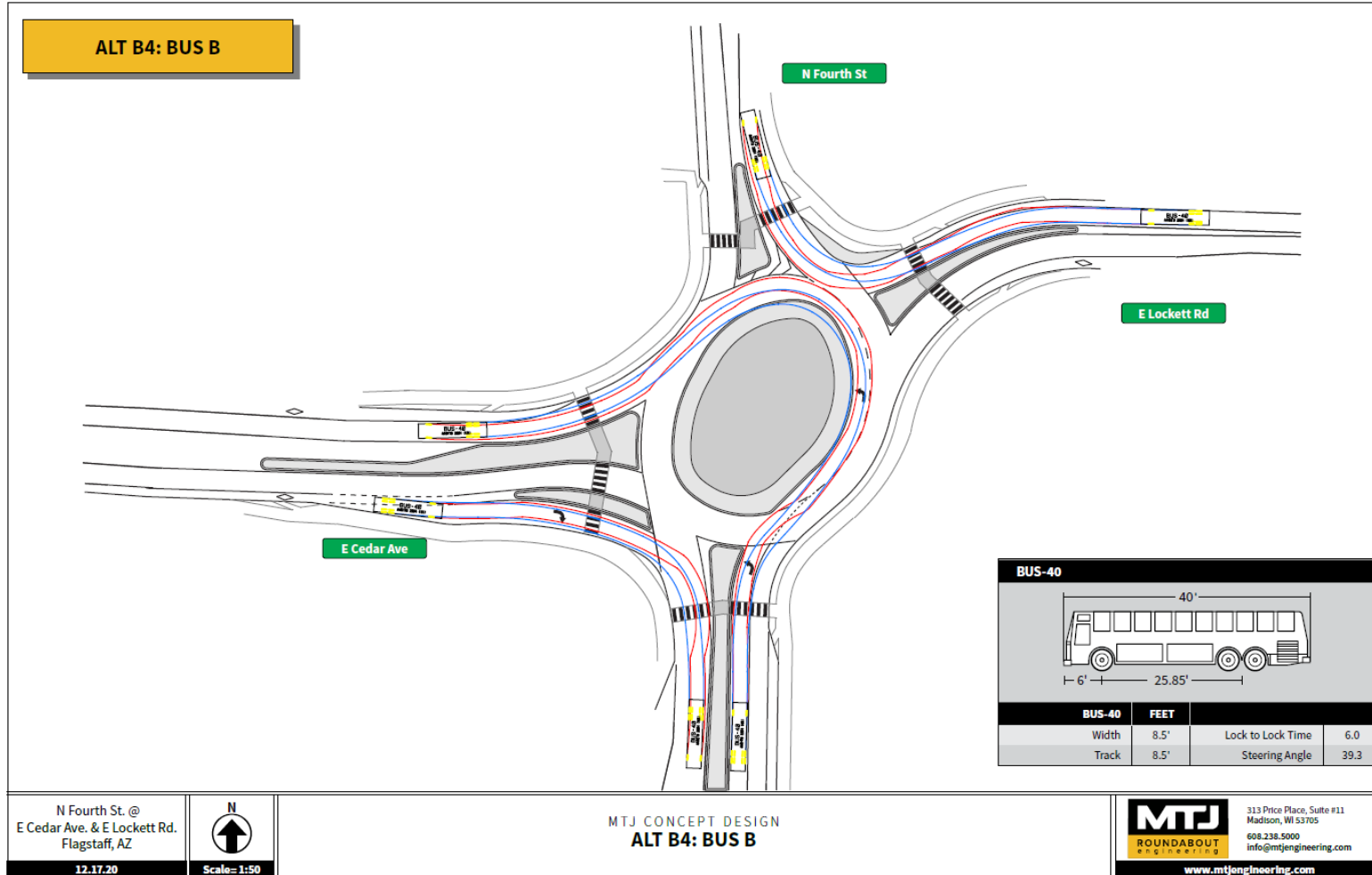


# Auto/Bus/Truck Operations

- Operational Performance
  - Lower overall delay than other controlled intersections
  - Operational trade-offs of laneage
- Ongoing Operations and Maintenance
  - Lower life cycle operating and maintenance costs
- Approach Roadways
  - Does not require lengthy turn lanes
  - Total lane count 15 to 10
  - Greater right-of-way needs at the intersection quadrants



# Design Vehicles – Buses and Trucks

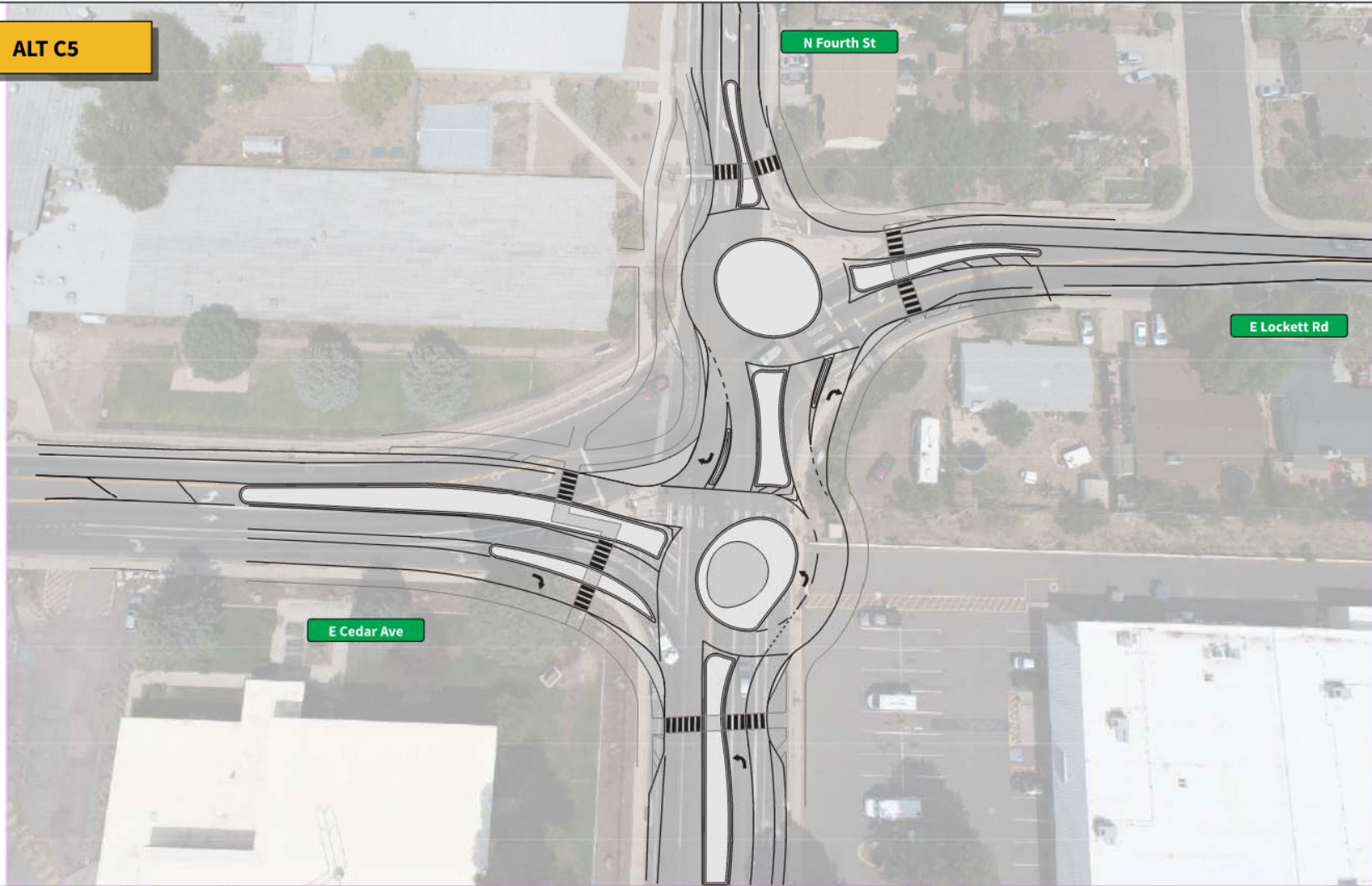




# Existing Conditions



**ALT C5**



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

MTJ CONCEPT DESIGN  
**ALT C5: WITH AERIAL**

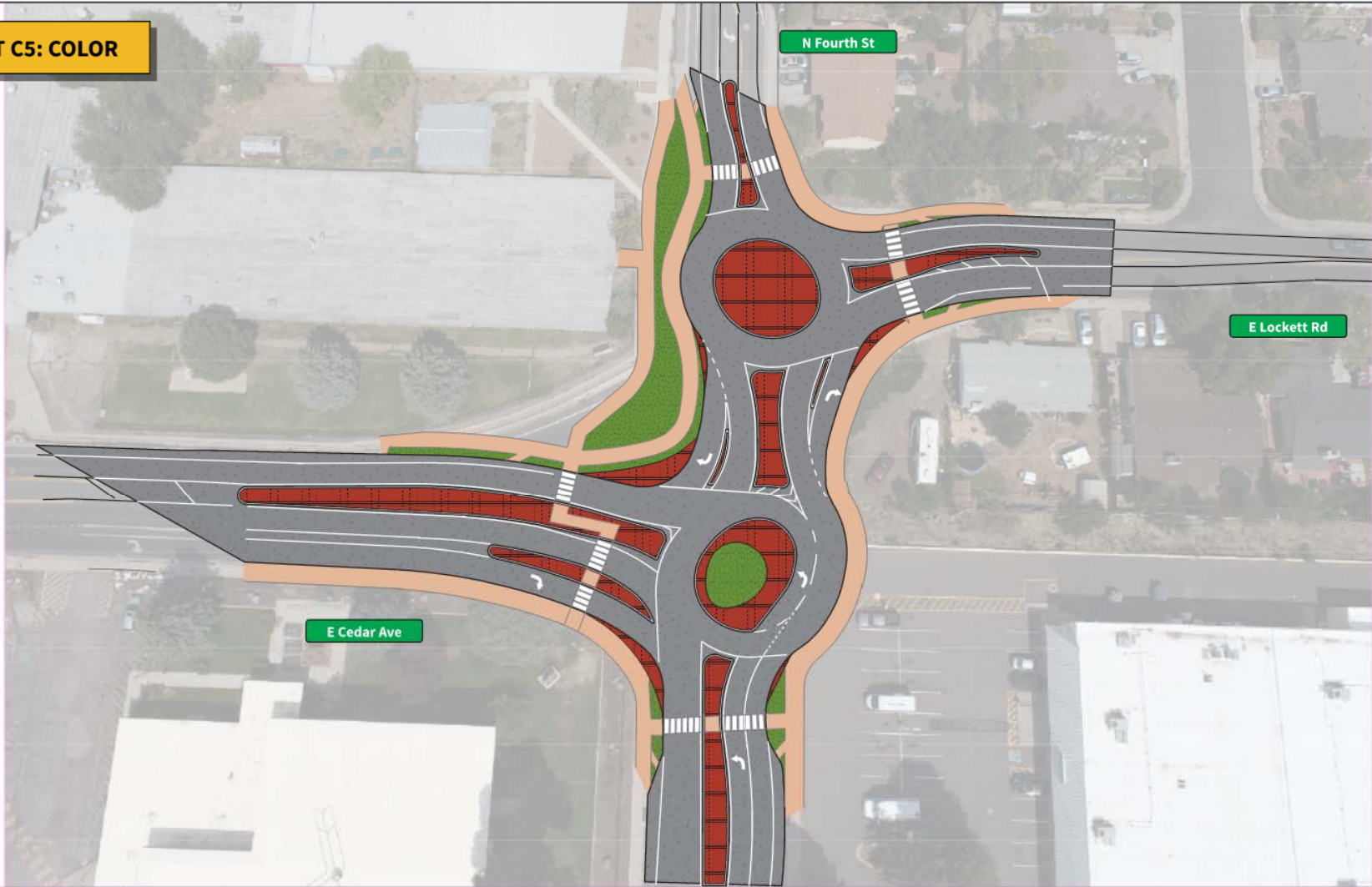


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**ALT C5: COLOR**



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

MTJ CONCEPT DESIGN  
**ALT C5: COLOR WITH AERIAL**

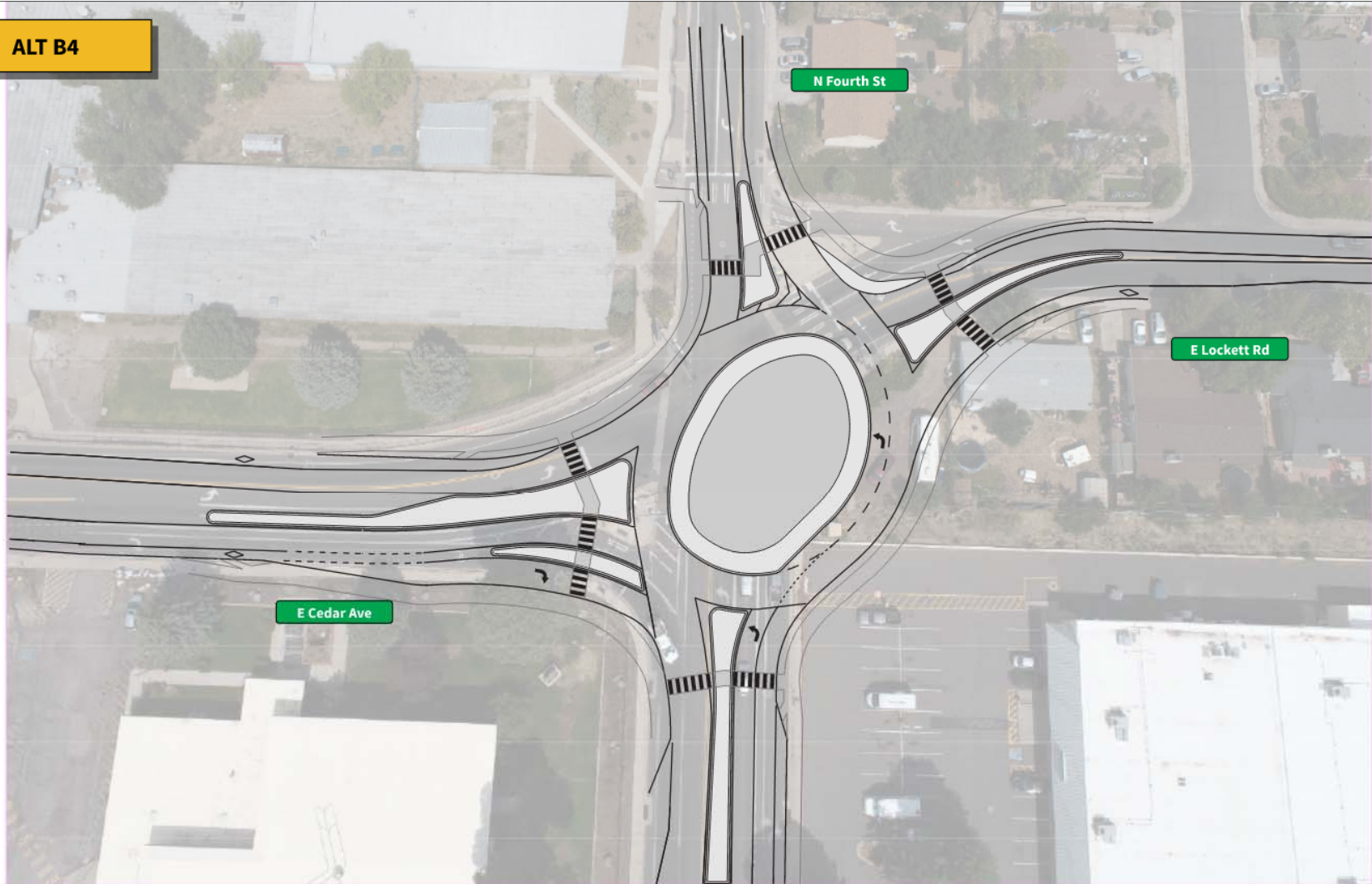


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**ALT B4**



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

MTJ CONCEPT DESIGN  
**ALT B4: WITH AERIAL**

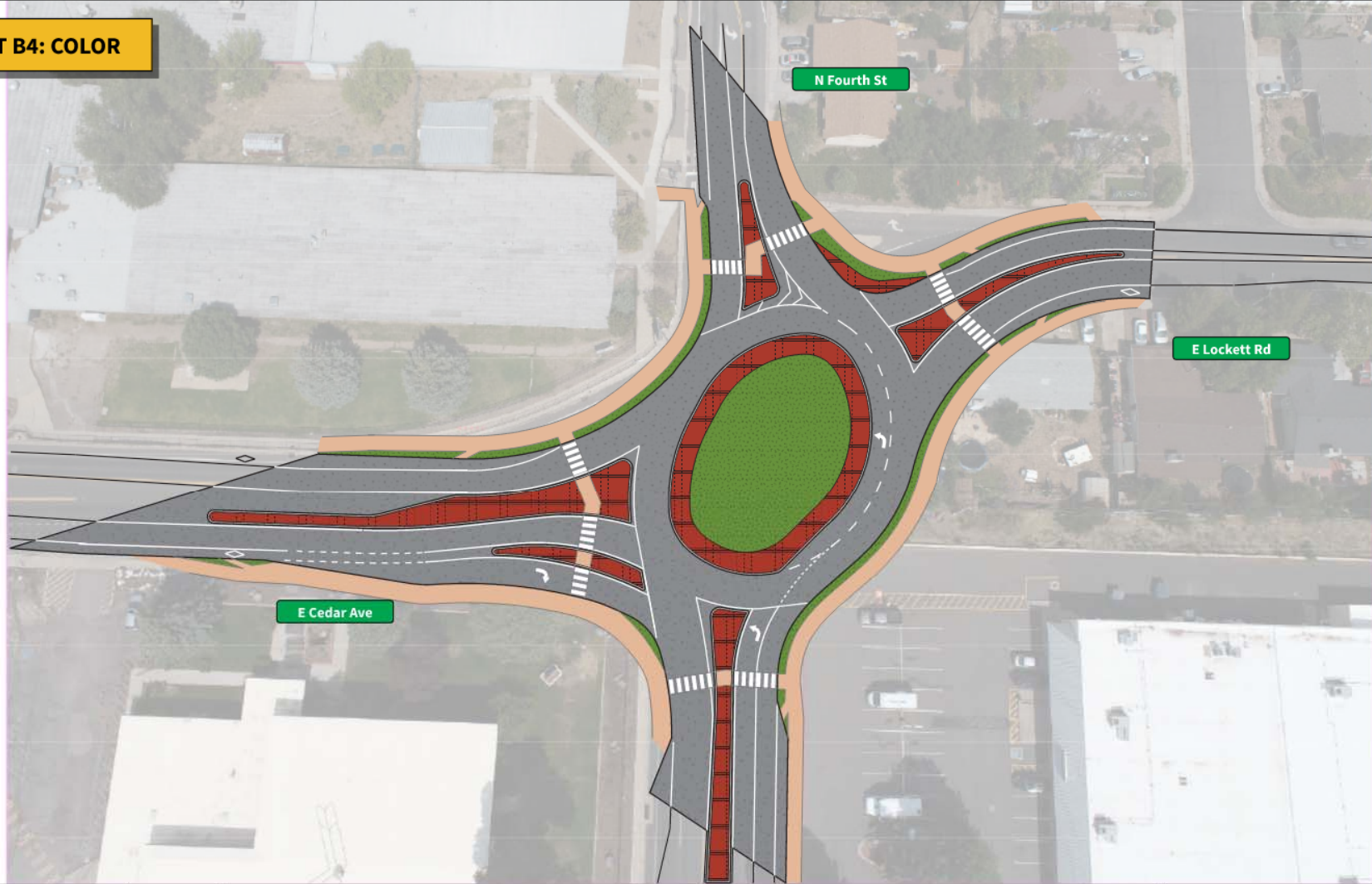


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**ALT B4: COLOR**



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

MTJ CONCEPT DESIGN  
**ALT B4: COLOR WITH AERIAL**



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# Decision Matrix Summary



- Considered and scored alternatives based on multiple factors:
  - Safety for all modes, Operations for all modes, Environmental Factors, Buildings and Structures Impacts, Right of Way needs, Stakeholder Feedback and more.

<b>Criteria Rating</b>
1 - Strong Disadvantage
2 - Some Disadvantage
3 - Neutral
4 - Some Advantage
5 - Strong Advantage

EVALUATION CRITERIA	Design Alternative		
	<i>B4 - Single Roundabout</i>	<i>C5 - Double Roundabout</i>	<i>Existing Signal</i>
Total Net Effect:	74	68	62

- **Single roundabout is preferred alternative.**



# Next Steps



- Select final design alternative.
- Project moves into full design.
  - Design Phase: 2021
    - Public Information Meeting
  - Right of Way Acquisition: 2021
  - Utility Relocation: 2021
  - ADOT advertises Project: 2021/22
  - Construction: 2022



# Questions and Discussion





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# Technical Memo

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**TO:** Project Team  
**FR:** Mark T. Johnson, PE (AZ) – MTJ Roundabout Engineering  
**RE:** **DRAFT** Roundabout Analysis & Concept SKETCH Design Alternative Development  
Fourth & Cedar/Lockett, City of Flagstaff, AZ  
**DT:** December 14, 2020

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Please find the attached summary memo of our Operational Analysis and Concept Design Development for this intersection. This memo includes additional analysis and concept design layouts to avoid/minimize residential impacts as requested during review meetings held on Nov. 23 and Dec. 7, 2020.

This memo provides a summary of this operational analysis and the concept designs we've developed for project team review and discussion. This memo is organized as outlined below:

## Outline:

### 1. Operational Analysis

- A. 2019 Peak Hour Traffic Evaluation (Street Light and FMPO flipped)
- B. Sketch Laneage Options Analyzed
- C. Rodel operational output
- D. Analysis Summary

### 2. Concept Design Summary

### 3. Summary

#### Attachments:

- Appendix A: 11x17 Concept Design Exhibits – Gray Scale Alts: A-F
- Appendix B: 11x17 Design Exhibits – Colorized Alts: A, B, B1, B4, C, C4

# 1. OPERATIONAL ANALYSIS

The operational analysis is a foundational element of roundabout performance, and was conducted with the roundabout-specific analysis program Rodel (v.1.96). Rodel is well suited to provide an understanding of the expected performance of this roundabout (please see Rodel summary attached).

## Introduction

Operational performance is foundational, providing an understanding of laneage alternatives to meet operational objectives. The operational analysis is used to inform selection of geometric design alternatives that may be possible for a given project and the associated performance and impacts.

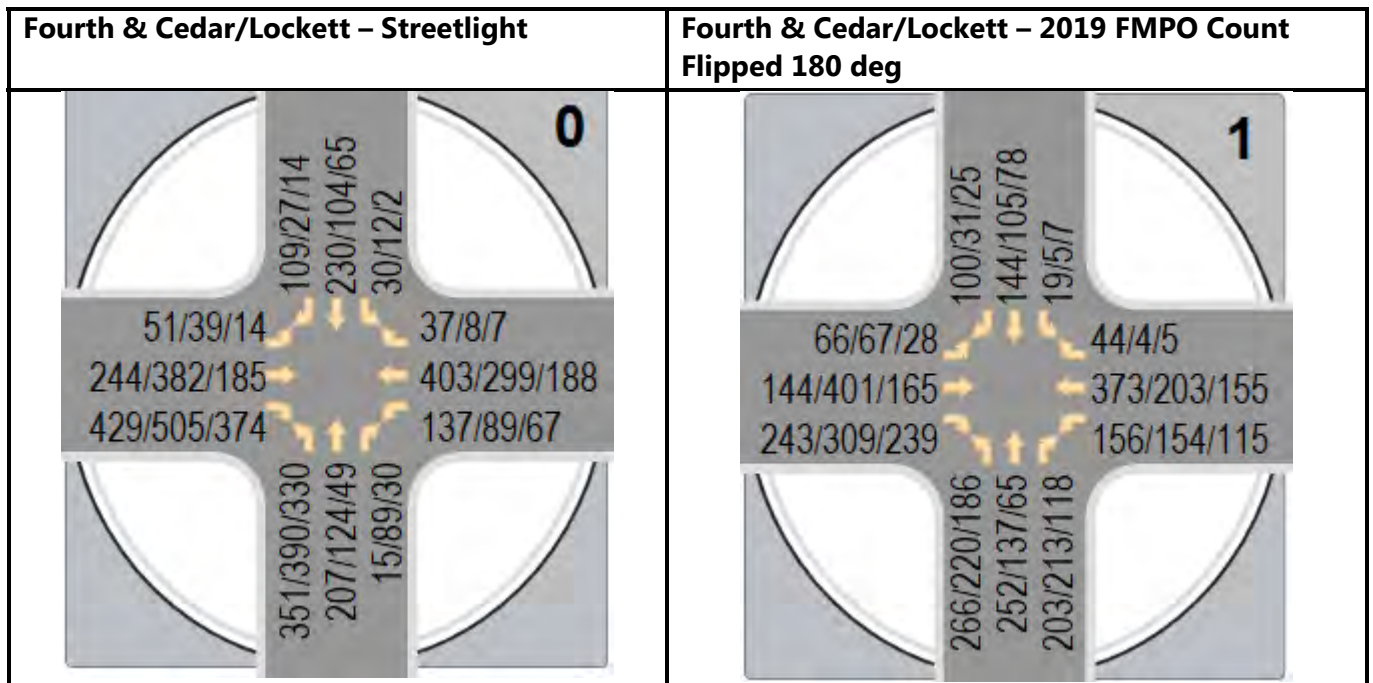
We have reviewed the provided Peak Hour turning movement counts for 2019 AM/PM/Off Peak for both the Street Light and FMPO flipped data. Please see discussion below.

We utilized higher flows of each set of data for our Rodel analysis. Additionally, we performed a sensitivity test (constrained capacity), allowing for an understanding of potential sensitive entries that may fail prior to others for a given layout.

LOS	Signalized Intersection	Unsignalized Intersection
A	≤10 sec	≤10 sec
B	10–20 sec	10–15 sec
C	20–35 sec	15–25 sec
D	35–55 sec	25–35 sec
E	55–80 sec	35–50 sec
F	≥80 sec	≥50 sec

The Peak Hour Traffic Data evaluated are shown below in Figure 1.

**Fig. 1: 2019 AM/PM/MID Traffic**  
(Source: City of Flagstaff)



## A. 2019 Peak Hour Traffic Evaluation

To ascertain a conservative analysis we have identified the highest flow for each movement and each peak from the provided traffic data (2019 Street Light and 2019 FMPO Flipped).

This new turning movement diagram is shown to the right in Figure 2 for 4-Leg configuration and Figure 3 for Double Roundabout configuration. For our initial operational analysis purposes we have developed two primary layouts and they include:

- 4-Leg Alternative
- Double Roundabout Alternative.

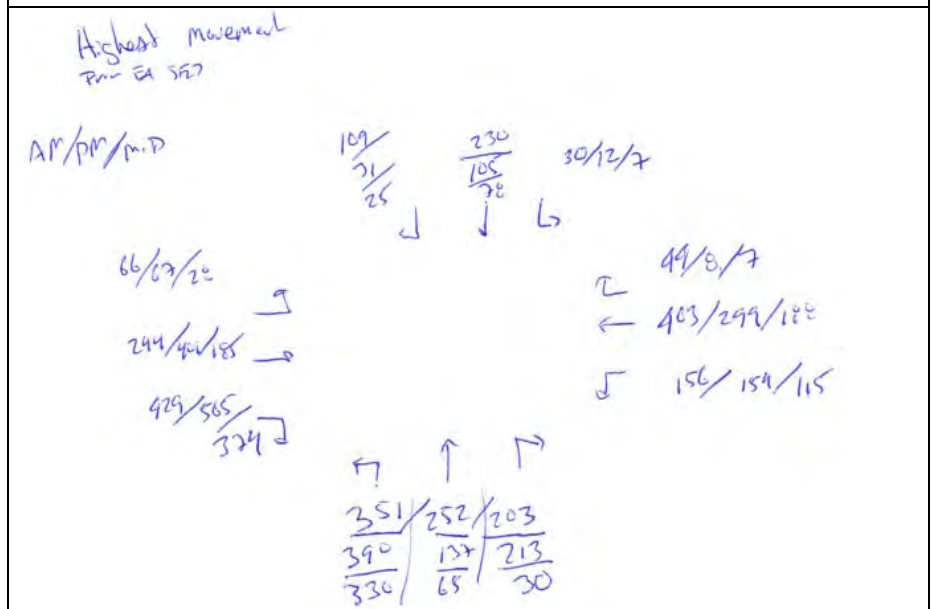
The 4-Leg ties all legs into a singular roundabout.

The Double Roundabout provides two separate smaller 3-Leg roundabouts at each intersection with a short connection between them.

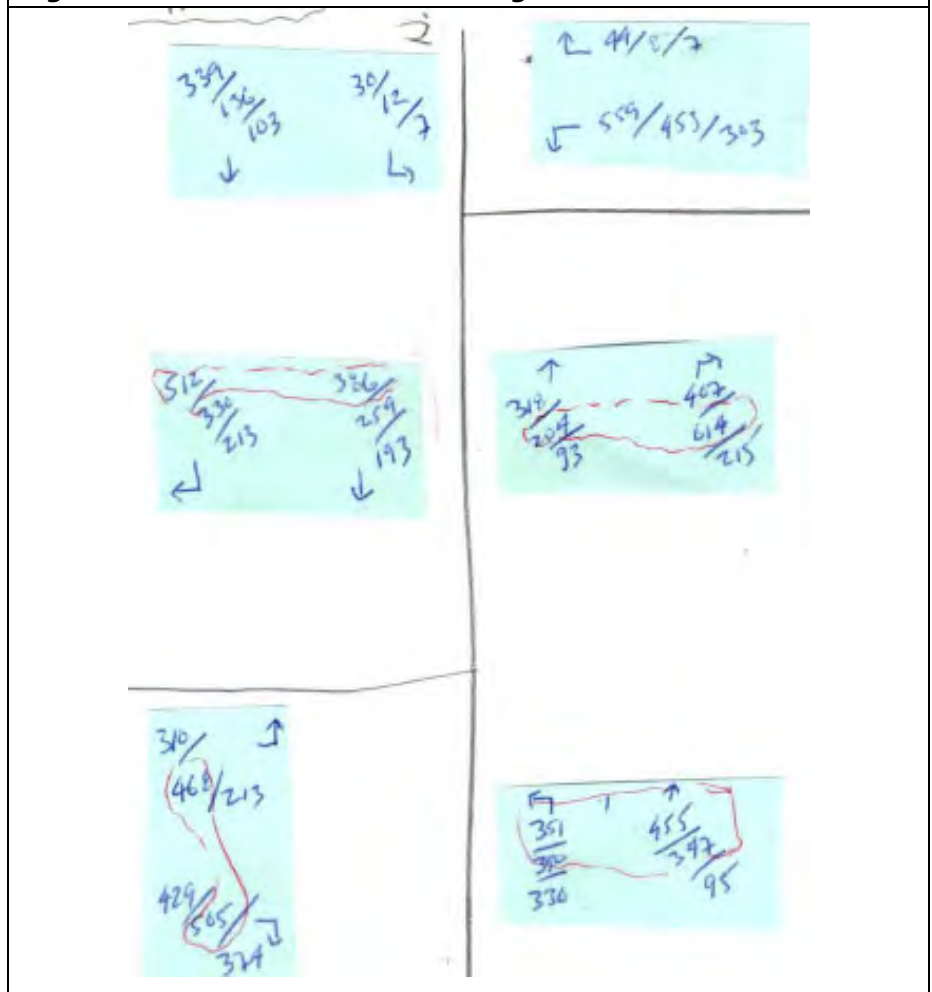
One key analysis issue for the Double Roundabout is providing adequate capacity for the connecting leg entries based on available queue storage between them.

Operational Analysis was conducted on two scenarios for each layout (4-Leg and Double). The primary difference is the evaluation of the NB entry with a single lane and then with a two-lane entry (LEFT ONLY and THRU).

**Fig. 2: 4-Leg Roundabout 2019 highest flows from each set of traffic data**



**Fig. 3: Double Roundabout 2019 highest flows**



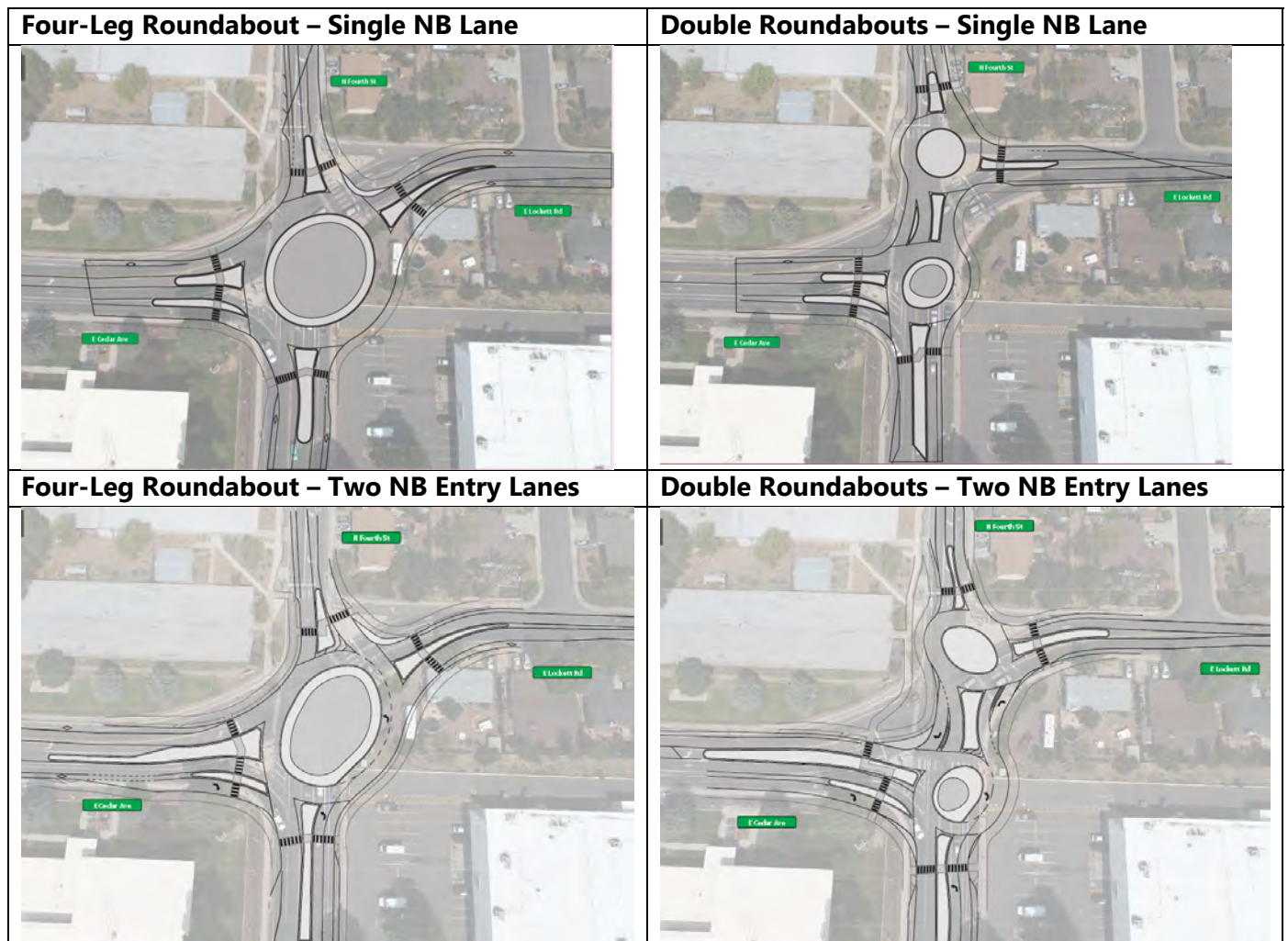
## B. Sketch Laneage Options Analyzed

### Four-Leg Roundabout Analysis includes two laneage scenarios:

- 1) Single-Lane Entries for all entries with
  - Yield RT Lane for EB entry
- 2) Single-Lane Entries for all entries with
  - Yield RT Lane for EB entry
  - *Added Two-Lane NB entry*

### Double Roundabouts Analysis includes two laneage scenarios:

- 1) South roundabout
  - SB entry includes a Yield Right Lane
  - EB entry includes a Yield Right Lane (YRTL)North roundabout
  - Single Lane Entries
- 2) South roundabout
  - *Two NB Entry Lanes*North roundabout
  - NB entry includes a Yield Right Lane



### C. Rodel Operational Output

#### 2019: 4 Leg Roundabout - Single NB Entry Lane

2019 Single Lane Roundabout AM																						
	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOSA-F				
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg		
1	SB	None	401		982		652		0.6151		11.87		11.87	1.48		3.74		B		B		
2	EB	Yield	337	466	449	449	912	867	0.3694	0.5468	5.70	8.22	7.16	0.56	1.14	1.46	2.92	A	A	A		
3	NB	None	876		369		1066		0.8216		13.73		13.73	3.82		9.11		B		B		
4	WB	None	655		723		805		0.8143		16.94		16.94	3.61		8.64		C		C		
All Intersection													12.30									B

2019 AM Sensitivity Testing 85% CL (~10% Reduced Capacity)																						
	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOSA-F				
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg		
1	SB	None	401		930		478		0.8387		28.93		28.93	3.90		9.29		D		D		
2	EB	Yield	337	466	435	435	720	671	0.4678	0.7158	8.36	15.09	12.27	0.83	2.16	2.15	5.36	A	A	B		
3	NB	None	876		368		868		1.0097		43.07		43.07	14.37		29.69		E		E		
4	WB	None	655		701		617		1.0621		68.86		68.86	18.22		36.84		F		F		
All Intersection													38.13									E

2019 Single Lane Roundabout PM																						
	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOSA-F				
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg		
1	SB	None	164		929		678		0.2426		6.31		6.31	0.31		0.81		A		A		
2	EB	Yield	520	561	300	300	985	940	0.5278	0.6070	6.77	8.51	7.67	1.06	1.44	2.71	3.66	A	A	A		
3	NB	None	811		532		911		0.8906		20.39		20.39	5.69		13.05		C		C		
4	WB	None	512		638		848		0.6040		8.99		8.99	1.42		3.60		A		A		
All Intersection													11.86									B

2019 PM 85% CL (~10% Reduced Capacity)																						
	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOSA-F				
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg		
1	SB	None	164		906		490		0.3356		9.71		9.71	0.49		1.27		A		A		
2	EB	Yield	520	561	299	299	787	738	0.6608	0.7846	11.09	16.50	13.90	1.78	2.93	4.46	7.14	B	C	B		
3	NB	None	811		531		782		1.0370		49.79		49.79	16.58		33.79		E		E		
4	WB	None	512		612		662		0.7736		17.42		17.42	2.91		7.09		C		C		
All Intersection													25.66									D

**Notes:** Critical Hr is AM, NB LOS E, WB LOS F, SB LOS D as single lanes, to provide more capacity an aux. NB LT lane can be added, LEFT ONLY, THRU-RIGHT.

## 2019: 4 Leg Roundabout – Two NB Entry Lanes

### 2019 AM

	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOS A-F			
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By
1	SB	None	401		986		650		0.6170		11.96		11.96	1.48		3.75			B		B
2	EB	Yield	337	466	450	450	912	867	0.3695	0.5470	5.70	8.23	7.17	0.56	1.14	1.46	2.92	A	A	A	
3	NB	None	876		369		1661		0.5275		7.18		7.18	1.87		4.67			A		A
4	WB	None	655		726		906		0.7234		11.52		11.52	2.33		5.77			B		B
All	Intersection												8.92								A

Results 60
  Results 15
  Int / Slope - 60
  Int / Slope - 15
  Economics
  Global Results

### 2019 AM 85% CL (~10% Reduced Capacity)

	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOS A-F			
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By
1	SB	None	401		975		457		0.8785		33.59		33.59	4.77		11.14			D		D
2	EB	Yield	337	466	441	441	717	669	0.4696	0.7189	8.41	15.22	12.36	0.84	2.19	2.17	5.44	A	C	B	
3	NB	None	876		368		1463		0.5989		9.34		9.34	2.46		6.06			A		A
4	WB	None	655		725		707		0.9265		30.47		30.47	6.97		15.64			D		D
All	Intersection												18.85								C

Results 60
  Results 15
  Int / Slope - 60
  Int / Slope - 15
  Economics
  Global Results

### 2019 PM

	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOS A-F			
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg	
1	SB	None	164		932		477		0.3445		10.02		10.02	0.50		1.31			B		B
2	EB	Yield	520	561	300	300	787	738	0.6611	0.7850	11.10	16.53	13.92	1.78	2.94	4.46	7.15	B	C	B	
3	NB	None	811		531		1307		0.6205		11.23		11.23	2.82		6.88			B		B
4	WB	None	512		643		737		0.6947		12.72		12.72	2.04		5.09			B		B
All	Intersection												12.58								B

Results 60
  Results 15
  Int / Slope - 60
  Int / Slope - 15
  Economics
  Global Results

### 2019 PM 85% CL (~10% Reduced Capacity)

	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOS A-F			
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg	
1	SB	None	164		932		477		0.3445		10.02		10.02	0.50		1.31			B		B
2	EB	Yield	520	561	300	300	787	738	0.6611	0.7850	11.10	16.53	13.92	1.78	2.94	4.46	7.15	B	C	B	
3	NB	None	811		531		1307		0.6205		11.23		11.23	2.82		6.88			B		B
4	WB	None	512		643		737		0.6947		12.72		12.72	2.04		5.09			B		B
All	Intersection												12.58								B

Results 60
  Results 15
  Int / Slope - 60
  Int / Slope - 15
  Economics
  Global Results

## 2019 Double Roundabout with Single NB Entry Lane

### North Roundabout AM

2019 AM																					
	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOSA-F			
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg	
1	SB	None	410		618		786		0.5214		8.24		8.24	1.03		2.64		A		A	
2	NB	None	806		33		1101		0.7317		9.79		9.79	2.44		6.01		A		A	
3	WB	None	670		352		929		0.7208		11.02		11.02	2.31		5.71		B		B	
All Intersection											9.89										A

Results 60  
  Results 15  
  Int / Slope - 60  
  Int / Slope - 15  
  Economics  
  Global Results

### 2019 AM 85% CL

2019 AM 85% CL																					
	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOSA-F			
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg	
1	SB	None	410		608		593		0.6915		15.29		15.29	2.01		5.00		C		C	
2	NB	None	806		33		902		0.8931		21.36		21.36	5.79		13.26		C		C	
3	WB	None	670		348		732		0.9148		27.37		27.37	6.46		14.62		D		D	
All Intersection											22.18										C

Results 60  
  Results 15  
  Int / Slope - 60  
  Int / Slope - 15  
  Economics  
  Global Results

**Notes:** AM Peak WB entry shows some sensitivity.

### North Roundabout PM

2019 PM																					
	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOSA-F			
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg	
1	SB	None	164		503		793		0.2074		5.06		5.06	0.24		0.64		A		A	
2	NB	None	909		13		1049		0.8666		14.59		14.59	4.29		10.12		B		B	
3	WB	None	512		226		938		0.5462		6.95		6.95	1.07		2.73		A		A	
All Intersection											11.13										B

Results 60  
  Results 15  
  Int / Slope - 60  
  Int / Slope - 15  
  Economics  
  Global Results

### 2019 PM 85% CL

2019 PM 85% CL																					
	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOSA-F			
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg	
1	SB	None	164		502		806		0.2715		7.09		7.09	0.35		0.90		A		A	
2	NB	None	909		13		861		1.0556		46.43		46.43	16.52		33.68		E		E	
3	WB	None	512		215		756		0.6777		11.21		11.21	1.76		4.41		B		B	
All Intersection											30.97										D

Results 60  
  Results 15  
  Int / Slope - 60  
  Int / Slope - 15  
  Economics  
  Global Results

**Notes:** Pm peak NB entry is critical entry. This connection leg to south roundabout has Q storage available of ~3 veh. Analysis shows more capacity necessary for this entry to reduce Queueing.

## South Roundabout AM

### 2019 AM

	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOS A-F				
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg		
1	SB	Yield	429	569	381	381	921	957	0.4657	0.6042	6.47	8.28	7.50	0.83	1.44	2.15	3.64	A	A	A		
2	EB	Yield	344	477	428	428	890	858	0.3872	0.5653	5.92	8.49	7.42	0.61	1.22	1.57	3.12	A	A	A		
3	NB	None	896		344		935		0.9582		28.56		28.56	9.38		20.33				D		
All Intersection																		14.42				B

Results 60  
  Results 15  
  Int / Slope - 60  
  Int / Slope - 15  
  Economics  
  Global Results

### 2019 AM 85% CL

	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOS A-F				
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg		
1	SB	Yield	429	569	320	320	649	707	0.6610	0.8372	13.54	20.45	17.48	1.76	3.68	4.43	8.80	B	C	C		
2	EB	Yield	344	477	427	427	691	655	0.4984	0.7506	9.01	16.51	13.37	0.94	2.49	2.41	6.13	A	C	B		
3	NB	None	896		343		736		1.2170		144.95		144.95	54.53		106.37				F		
All Intersection																		58.29				F

Results 60  
  Results 15  
  Int / Slope - 60  
  Int / Slope - 15  
  Economics  
  Global Results

## South Roundabout PM

### 2019 PM

	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOS A-F				
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg		
1	SB	Yield	288	367	412	412	848	907	0.3395	0.4094	5.58	6.18	5.91	0.47	0.67	1.24	1.74	A	A	A		
2	EB	Yield	520	561	287	287	906	902	0.5738	0.6337	7.55	9.37	8.49	1.18	1.60	3.02	4.03	A	A	A		
3	NB	None	819		519		786		1.0420		42.34		42.34	13.81		28.64				E		
All Intersection																		18.68				C

Results 60  
  Results 15  
  Int / Slope - 60  
  Int / Slope - 15  
  Economics  
  Global Results

### 2019 PM 85% CL

	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOS A-F				
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg		
1	SB	Yield	288	367	317	317	709	763	0.4057	0.4894	7.38	8.43	7.97	0.62	0.91	1.61	2.34	A	A	A		
2	EB	Yield	520	561	287	287	700	687	0.7432	0.8503	14.06	21.45	17.89	2.29	3.91	5.67	9.30	B	C	C		
3	NB	None	819		517		599		1.3666		226.54		226.54	75.44		147.10				F		
All Intersection																		82.24				F

Results 60  
  Results 15  
  Int / Slope - 60  
  Int / Slope - 15  
  Economics  
  Global Results

**Notes:** Critical analysis and Entry is the NB morning am peak... To provide more capacity an aux. LT lane can be added, LEFT ONLY, THRU-RIGHT. See Alt C1

## 2019 Double Roundabout with Two NB Entry Lanes

### South Roundabout

		Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOS A-F		
				Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg
1	SB	Yield	429	569	389	389	917	953	0.4679	0.6071	6.52	8.38	7.58	0.84	1.45	2.16	3.67	A	A	A	
2	EB	Yield	344	477	428	428	889	858	0.3873	0.5654	5.93	8.50	7.42	0.61	1.22	1.57	3.12	A	A	A	
3	NB	None	896		344		1597		0.5609		7.84		7.84	2.12		5.27		A		A	
All		Intersection											7.62								A

Results 60  
  Results 15  
  Int / Slope - 60  
  Int / Slope - 15  
  Economics  
  Global Results

2019 AM 85% CL																					
		Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOS A-F		
				Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg
1	SB	Yield	429	569	388	388	614	670	0.6987	0.8874	15.27	24.61	20.60	2.06	4.67	5.13	10.93	C	C	C	
2	EB	Yield	344	477	426	426	692	656	0.4980	0.7500	9.00	16.47	13.33	0.94	2.49	2.41	6.12	A	C	B	
3	NB	None	896		343		1399		0.6403		10.51		10.51	2.89		7.05		B		B	
All		Intersection											15.07								C

Results 60  
  Results 15  
  Int / Slope - 60  
  Int / Slope - 15  
  Economics  
  Global Results

### South Roundabout

2019 PM																					
		Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOS A-F		
				Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg
1	SB	Yield	288	367	432	432	837	896	0.3438	0.4145	5.67	6.28	6.01	0.48	0.68	1.26	1.77	A	A	A	
2	EB	Yield	520	561	287	287	906	902	0.5738	0.6337	7.55	9.37	8.49	1.18	1.60	3.02	4.03	A	A	A	
3	NB	None	819		519		1326		0.6176		10.41		10.41	2.62		6.43		B		B	
All		Intersection											8.47								A

Results 60  
  Results 15  
  Int / Slope - 60  
  Int / Slope - 15  
  Economics  
  Global Results

2019 PM 85% CL																					
		Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOS A-F		
				Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg
1	SB	Yield	288	367	430	430	650	700	0.4427	0.5343	8.32	9.70	9.09	0.72	1.08	1.86	2.76	A	A	A	
2	EB	Yield	520	561	287	287	700	687	0.7430	0.8501	14.05	21.42	17.88	2.29	3.91	5.67	9.30	B	C	C	
3	NB	None	819		517		1140		0.7183		14.94		14.94	3.88		9.23		B		B	
All		Intersection											14.68								B

Results 60  
  Results 15  
  Int / Slope - 60  
  Int / Slope - 15  
  Economics  
  Global Results

## North Roundabout

### 2019 AM

	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOS A-F			
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By
1	SB	None	410		620		786		0.5219		8.26		8.26	1.03		2.64		2.64	A		A
2	NB	Yield	354	452	33	34	1101	1069	0.3220	0.4279	4.42	5.45	5.00	0.46	0.73	1.20	1.88	A	A	A	
3	WB	None	670		353		929		0.7213		11.04		11.04	2.31		5.72		5.72	B		B
All Intersection											7.85							A			

Results 60  
  Results 15  
  Int / Slope - 60  
  Int / Slope - 15  
  Economics  
  Global Results

### 2019 AM 85% CL

	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOS A-F			
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By
1	SB	None	410		610		592		0.6926		15.35		15.35	2.02		5.03		5.03	C		C
2	NB	Yield	354	452	33	34	902	866	0.3929	0.5307	5.95	7.97	7.08	0.62	1.07	1.61	2.75	A	A	A	
3	WB	None	670		353		746		0.8978		24.98		24.98	5.78		13.24		13.24	C		C
All Intersection											15.24							C			

Results 60  
  Results 15  
  Int / Slope - 60  
  Int / Slope - 15  
  Economics  
  Global Results

## North Roundabout

### 2019 PM

	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOS A-F			
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By
1	SB	None	164		503		793		0.2074		5.06		5.06	0.24		0.64		0.64	A		A
2	NB	Yield	227	682	13	13	1049	1049	0.2161	0.6617	3.92	8.74	7.54	0.26	1.81	0.68	4.53	A	A	A	
3	WB	None	512		227		954		0.5371		6.73		6.73	1.03		2.64		2.64	A		A
All Intersection											7.02							A			

Results 60  
  Results 15  
  Int / Slope - 60  
  Int / Slope - 15  
  Economics  
  Global Results

### 2019 PM 85% CL

	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)			Max Q (veh)		Max Q95% (veh)		LOS A-F			
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By
1	SB	None	164		502		606		0.2716		7.09		7.09	0.35		0.90		0.90	A		A
2	NB	Yield	227	682	13	13	848	848	0.2672	0.8317	5.13	17.22	14.20	0.34	3.73	0.89	8.91	A	C	B	
3	WB	None	512		227		766		0.6687		10.80		10.80	1.69		4.26		4.26	B		B
All Intersection											12.37							B			

Results 60  
  Results 15  
  Int / Slope - 60  
  Int / Slope - 15  
  Economics  
  Global Results

## D. Analysis Results Summary

### 4-Leg Roundabout:

- Sensitivity testing with 2019 flows shows both the NB and WB entries LOS degrade more rapidly as single-lane entries.
- NB entry sensitivity is addressed with the addition of a NB LT Only Lane, resulting in a two-lane NB entry. This will conform to the existing two-lane NB lanes.
  - The directional distribution for NB movements is close to 50/50 for LT and THRU-Rights; therefore, adding the LT Only lane substantially improves capacity for this entry as both lanes are equally utilized.
- WB Entry:
  - With the addition of the NB LT Only Lane the WB entry capacity is also increased due to the addition of two circulating lanes past the WB entry.
  - While additional capacity for the WB entry could be achieved with application of a Flared Two-Lane Entry (THRU-RIGHT and THRU-LEFT), this **adds substantial complexity** to the design which would require additional design space to address.

### Double Roundabouts:

- NB entry shows sensitivity as a single-lane entry, which is addressed with inclusion of two NB entry lanes (LEFT ONLY, THRU).
- WB entry sensitivity is reduced with the two-roundabout application as the NB left turn flows (circulating/opposing) are removed from the WB entry of north roundabout; therefore, increasing capacity for the WB entry.
- Available queue storage between the two closely spaced roundabouts is ~3 vehicles. Providing the YRTLs for the connecting entries provides satisfactory queue storage.

## TRAFFIC GROWTH SENSITIVITY ANALYSIS SUMMARY

To ascertain the potential for available traffic growth for each roundabout application, we have analyzed both layout scenarios with two NB entry lanes. With this laneage layout we have grown traffic by 5% increments to understand at what point the roundabouts begin to break down.

Analysis shows each design layout begins to degrade for critical entries with 25% growth for the SB & WB movement and 30% traffic growth for the EB and NB movements. Analysis output with this growth scenario is shown below for each layout (4-Leg, Double). The Double Roundabout provides slightly improved LOS as compared to the 4-Leg layout. However, it is noted that queue storage between the two closely spaced roundabouts will need closer evaluation.

## 4-Leg Roundabout

25% Growth SB and WB, 30% Growth EB and NB

AM																				
Volume Modifiers				Turning Volumes (veh/hr)						Arrival Volume Ratios			Arrival Volume Times (min)			PHF				
	Leg Name	%Truck	Factor			U-Turn	Exit-3	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	PHF			
1	SB	2.0	1.25			0	30	230	109	0							0.920			
2	EB	2.0	1.30			0	66	244	0	429							0.920			
3	NB	2.0	1.30			0	351	252	203	0							0.920			
4	WB	2.0	1.25			0	156	403	44	0							0.920			
<input type="checkbox"/> Calibration <input type="checkbox"/> Accidents <input type="checkbox"/> Economics <input type="checkbox"/> Bypass <span style="float: right;">1 message   Run</span>																				
Summary																				
Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOS A-F				
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg	
1	SB	None	501		1226		533		0.9415		38.12		7.19		16.07		E		E	
2	EB	Yield	438	606	545	545	866	820	0.5061	0.7597	7.45	14.16	11.35	0.97	2.50	6.55	A	B	B	
3	NB	None	1139		476		1558		0.7309		12.11		12.11	4.27	10.08		B		B	
4	WB	None	819		941		828		0.9898		38.01		38.01	11.79	24.88		E		E	
All Intersection													21.66						C	

PM																				
Volume Modifiers				Turning Volumes (veh/hr)						Arrival Volume Ratios			Arrival Volume Times (min)			PHF				
	Leg Name	%Truck	Factor			U-Turn	Exit-3	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	PHF			
1	SB	2.0	1.25			0	12	105	31	0							0.900			
2	EB	2.0	1.30			0	67	401	0	505							0.900			
3	NB	2.0	1.30			0	390	124	216	0							0.900			
4	WB	2.0	1.25			0	154	299	8	0							0.900			
<input type="checkbox"/> Calibration <input type="checkbox"/> Accidents <input type="checkbox"/> Economics <input type="checkbox"/> Bypass <span style="float: right;">2 messages   Run</span>																				
Summary																				
Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOS A-F				
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg	
1	SB	None	206		1184		553		0.3715		8.97		8.97	0.57	1.48		A		A	
2	EB	Yield	676	729	375	375	949	904	0.7124	0.8317	10.56	16.11	13.44	2.23	5.52	9.06	B	C	B	
3	NB	None	1054		690		1355		0.7783		16.16		16.16	5.57	12.80		C		C	
4	WB	None	640		832		867		0.7382		12.23		12.23	2.49	6.14		B		B	
All Intersection													13.80						B	

## Double Roundabout

25% Growth SB and WB, 30% Growth EB and NB

North Roundabout AM																				
Volume Modifiers				Turning Volumes (veh/hr)						Arrival Volume Ratios			Arrival Volume Times (min)			PHF				
	Leg Name	%Truck	Factor			U-Turn	Exit-3	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	PHF			
1	SB	2.0	1.25			0	30		339	0							0.900			
2	NB	2.0	1.30			0	318		1	407							0.900			
3	WB	2.0	1.25			0	559		44	0							0.900			
<input type="checkbox"/> Calibration <input type="checkbox"/> Accidents <input type="checkbox"/> Economics <input type="checkbox"/> Bypass <span style="float: right;">Run</span>																				
Summary																				
Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOS A-F				
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg	
1	SB	None	513		755		713		0.7189		13.78		13.78	2.28	5.65		B		B	
2	NB	Yield	461	588	41	43	1097	1064	0.4202	0.5602	5.11	6.91	6.12	0.69	1.80	3.09	A	A	A	
3	WB	None	838		459		872		0.9604		30.13		30.13	9.34	20.25		D		D	
All Intersection													16.14						C	

### North Roundabout PM

Volume Modifiers				Turning Volumes (veh/hr)				Arrival Volume Ratios			Arrival Volume Times (min)			PHF						
Leg Name	%Truck	Factor		U-Turn	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3							
1 SB	2.0	1.25		0	12	136	0							0.900						
2 NB	2.0	1.30		0	204	0	614							0.900						
3 WB	2.0	1.25		0	453	8	0							0.900						
<input type="checkbox"/> Calibration <input type="checkbox"/> Accidents <input type="checkbox"/> Economics <input type="checkbox"/> Bypass <span style="float: right;"><input type="button" value="Run"/></span>																				
Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOS A-F				
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg	
1 SB	None	206		628		781	836	0.2632		5.67		5.67	0.34		0.90			A		A
2 NB	Yield	295	887	17	17	1110	1079	0.2655	0.8458	4.08	14.80	12.13	0.35	4.20	0.92	9.94		A	B	B
3 WB	None	640		295		960		0.6667		9.30		9.30	1.83		4.59			A		A
All Intersection												10.58								B

### South Roundabout AM

Volume Modifiers				Turning Volumes (veh/hr)				Arrival Volume Ratios			Arrival Volume Times (min)			PHF						
Leg Name	%Truck	Factor		U-Turn	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3							
1 SB	2.0	1.25		0	386	0	512							0.920						
2 EB	2.0	1.30		0	310	0	429							0.920						
3 NB	2.0	1.30		0	351	455	0							0.920						
<input type="checkbox"/> Calibration <input type="checkbox"/> Accidents <input type="checkbox"/> Economics <input type="checkbox"/> Bypass <span style="float: right;">3 messages   <input type="button" value="Run"/></span>																				
Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOS A-F				
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg	
1 SB	Yield	524	696	493	493	784	836	0.6690	0.8625	11.45	19.33	15.94	1.84	4.35	4.61	10.26		B	C	C
2 EB	Yield	438	606	522	522	839	807	0.5221	0.7731	7.88	14.89	11.95	1.03	2.82	2.64	6.89		A	B	B
3 NB	None	1139		437		1503		0.7578		13.55		13.55	4.83		11.26			B		B
All Intersection												13.92								B

### South Roundabout PM

Volume Modifiers				Turning Volumes (veh/hr)				Arrival Volume Ratios			Arrival Volume Times (min)			PHF						
Leg Name	%Truck	Factor		U-Turn	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3							
1 SB	2.0	1.25		0	259	0	330							0.900						
2 EB	2.0	1.30		0	468	0	505							0.900						
3 NB	2.0	1.30		0	390	347	0							0.900						
<input type="checkbox"/> Calibration <input type="checkbox"/> Accidents <input type="checkbox"/> Economics <input type="checkbox"/> Bypass <span style="float: right;">3 messages   <input type="button" value="Run"/></span>																				
Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOS A-F				
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg	
1 SB	Yield	360	458	555	555	846	876	0.4250	0.5313	6.55	7.77	7.23	0.71	1.08	1.83	2.77		A	A	A
2 EB	Yield	676	729	359	359	927	895	0.7296	0.8411	11.33	16.77	14.15	2.40	3.97	5.92	9.43		B	C	B
3 NB	None	1065		672		1265		0.8413		21.35		21.35	7.72		17.11			C		C
All Intersection												14.76								B

## 4-Leg Roundabout:

### 2019 + 25% Growth SB and WB, 30% Growth EB and NB

<i>Leg</i>	<i>Del sec (am/pm)</i>	<i>LOS (am/pm)</i>
<i>SB (N Fourth St)</i>	38 / 9	E / A
<i>EB (E Cedar Ave)</i>	11 / 13	B / B
<i>NB (N Fourth St)</i>	12 / 16	B / C
<i>WB (E Lockett Rd)</i>	38 / 12	E / B

## Double Roundabout:

### 2019 + 25% Growth SB and WB, 30% Growth EB and NB

#### North 3-Leg Roundabout

<i>Leg</i>	<i>Del sec (am/pm)</i>	<i>LOS (am/pm)</i>
<i>SB (N Fourth St)</i>	14 / 6	B / A
<i>NB (N Fourth St)</i>	6 / 12	A / B
<i>WB (E Lockett Rd)</i>	30 / 9	D / A

#### South 3-Leg Roundabout

<i>Leg</i>	<i>Del sec (am/pm)</i>	<i>LOS (am/pm)</i>
<i>SB (N Fourth St)</i>	16 / 7	C / A
<i>NB (N Fourth St)</i>	12 / 14	B / B
<i>WB (E Lockett Rd)</i>	14 / 21	B / C

## Analysis Summary

The operational analysis shows that two NB lanes are necessary to meet operational objectives for either the 4-Leg or Double Roundabout alternatives.

The Double Roundabout layout requires a Yield RT Lane between each roundabout to address queuing between the closely spaced double roundabouts.

## 2. CONCEPT DESIGN SUMMARY – Primary Roundabout Layout Options Evaluated (see Fig. 3 below)

### Design Layouts:

To ascertain viable layout alternatives that minimize adverse impacts to surrounding parcels we have developed several iterations for both the 4-Leg and the Double layout alternatives and these are summarized below, shown in Figure 3, and attached in the appendix B as full exhibits.

#### **4-LEG ALTERNATIVES**

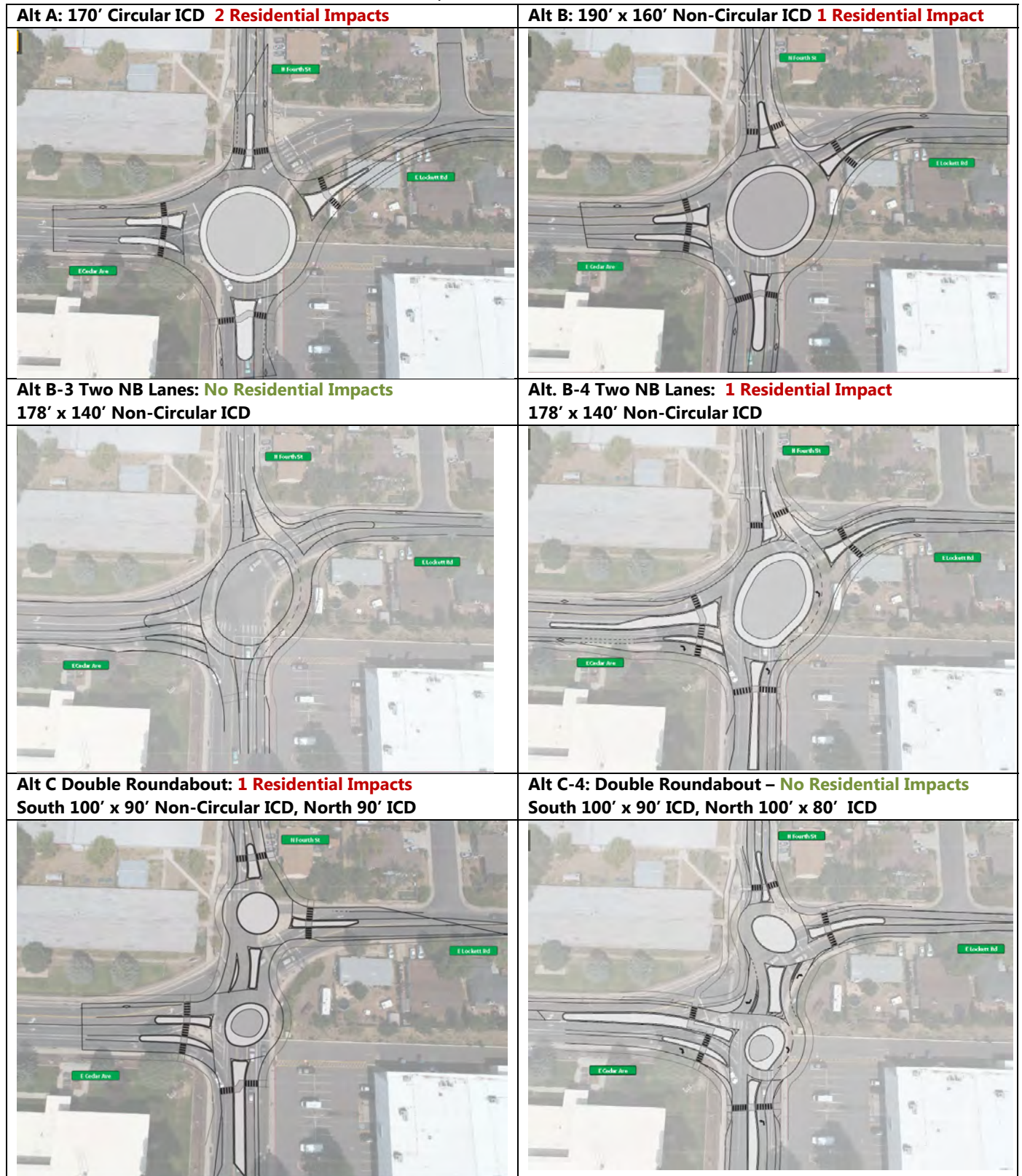
- **Alt A – 170’ Circular ICD:**
  - Single-Lane Entries for all entries with Yield RT Lane (YRTL) for west leg (EB entry)
  - Description:
    - Impacts two residential properties along E. Lockett Rd.
- **Alt B – 190’ x 160’ Non Circular ICD: Auxiliary NB Left Turn Lane**
  - Single-Lane Entries for all entries with Yield RT Lane for west leg (EB entry).
  - Description:
    - Impacts one residential property along E. Lockett Rd.
    - Reduces impacts to the S-W quadrant
- **Alt B1 – 180’ x 160’ Non Circular ICD: Auxiliary NB Yield Right Lane**
  - Single-Lane Entries for all entries with Yield RT Lane for west leg (EB entry)
  - Description:
    - Alt C is similar to Alt B but it is shifted east
    - Reduces impacts to both NW and the SW quadrant
    - Impacts one residential property along E. Lockett Rd.
- **Alt B4 – 176’ x 138’ No Residential Structure Impacts**
  - Yield RT Lane for west leg (EB entry).
  - Two-Lane NB Entry
  - Description:
    - Alt B-1 strives to *minimize adverse impacts to residential property* along E. Lockett Rd.

#### **DOUBLE ROUNDABOUT ALTERNATIVES**

- **Alt C – Two Closely Spaced ‘Compact’ Roundabouts:**
  - South roundabout
    - EB entry includes a Yield Right Lane (YRTL)
    - SB entry includes a Yield Right Lane to accommodate the higher flows for that entry in this layout configuration
  - Description:
    - Impacts residential property along North Leg of N. Fourth St.
    - Reduced overall impacts
- **Alt C-4 – Two Closely Spaced ‘Compact’ Roundabouts:**
  - South roundabout
    - EB entry includes a Yield Right Turn Lane (YRTL)
    - SB entry includes YRTL
    - NB entry includes two entry lanes
  - North roundabout
    - Includes a fully mountable central island (aka mini-roundabout)
    - NB entry includes a Yield Right Turn Lane
  - Description:
    - Strives to *minimize adverse impacts to residential properties*
    - Reduces impacts to west side of northern roundabout

**Fig. 3**

Alternatives B3 and C4 both strive to avoid impacts to residential structures and are shown below.



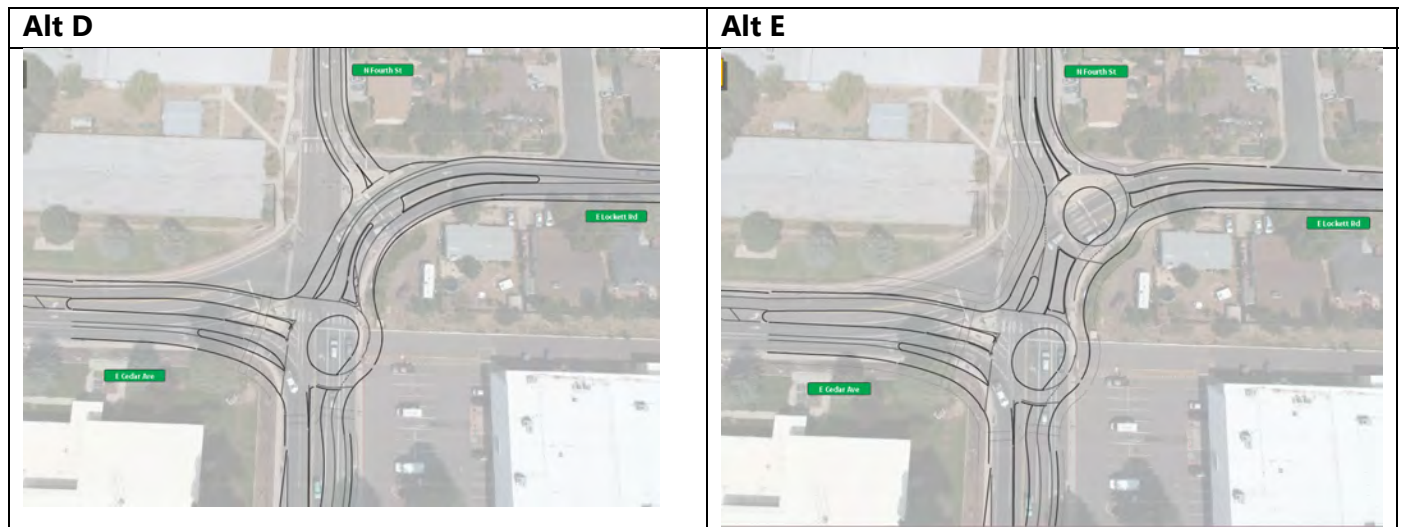
**Additional Alternatives Developed:**

**Alt D**

**Alt D** leaves N. Fourth Street as a Side Street stop-controlled condition. This configuration will require operational analysis to determine its feasibility. The 3/4 access configuration at N. Fourth St. requires the minor SB Left from N. Fourth St. to make a RT and utilize the U-Turn capability at the roundabout to go east on E. Lockett Rd.

**Alt E**

**Alt E** is a variation of the previous Double roundabout layout but T's N. Fourth Street into E. Lockett. This layout creates challenges to meet safety design principles such as speed control for one or more movements. This may be mitigated with other design features such as raised pedestrian crossings. Therefore, the benefits of this layout do not appear favorable as a viable alternative. If City desires to pursue this further for feasibility, this layout will require additional design work.



Please see attached 11 x 17 exhibits for Alts A, B, C, D, E.

### **3. Summary**

#### **Operational Analysis**

Traffic Flows: To ascertain a conservative 2019 condition we combined the highest flows for each movement from both sets of provided 2019 traffic data (Streetlight and FMPO adjusted).

The operational analysis results indicate that two NB lanes are necessary to meet operational objectives for both the Double and 4-leg layouts. Two NB lanes utilize the existing 2-lane approach lanes of the south leg Fourth St., with the NB lane #1 assigned as a LEFT ONLY lane, and lane #2 as a Thru-Right lane for both layouts.

The updated analysis with highest flows from each set of traffic also indicates that the Double Roundabout layout requires Yield Right Turn Lane for each direction of the connecting leg to ensure minimal queuing between the two roundabouts. This is a key consideration for closely spaced roundabouts. This updated analysis with highest flows from each set of data shows that initial Alternative layouts with single NB entry lane do not meet operational objectives.

#### **Future Traffic Growth**

To ascertain the potential for available traffic growth accommodation for each viable roundabout application (4 Leg and Double) we conducted sensitivity testing for each scenario. We utilized 5% traffic growth increments to understand at what growth rate the roundabouts begin to break down.

Sensitivity testing analysis shows each design layout begins to degrade for critical entries at 25% growth for the SB & WB movements and 30% growth for the EB & NB movements. It noted that once growth rates are developed (by others) based on regional modeling this future analysis can be updated to reflect differing future growth rates as deemed necessary.

#### **Concept Designs**

The existing roadway alignments, cross sections, existing constraints and operational analysis inform the design layouts we've developed. Based on the context of this application we have developed two primary layout alternatives: 4-Leg and Double Roundabout. Both of these layouts are developed for evaluation to ascertain viable alternatives that strive to minimize adverse impacts to surrounding parcels, meet operational objectives, and adhere to foundational safety principles for all modes.

For both of the primary 4-Leg and Double layouts we developed a number of concept iterations aimed at exploring for best fit and adherence to design safety principles, including large truck accommodations. Both layouts accommodate WB-62 for all movements.

The three most viable alternatives are shown below with a brief summary of each. All Alternatives developed are included in the appendices.

**Alt B-3:**

The residential structure in the east quadrant is a significant design constraint for the 4-Leg layout.

This constraint makes achieving all design principles more challenging with the geometrics of the east leg necessary to avoid the residential structure impact. In particular, the safety principle of striving to achieve as close to 90 degree angles as possible between legs and design accommodations for large trucks (WB-62) is somewhat diminished.

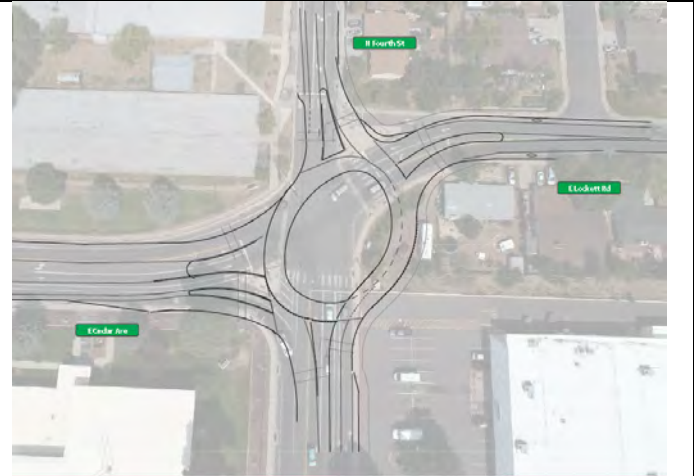

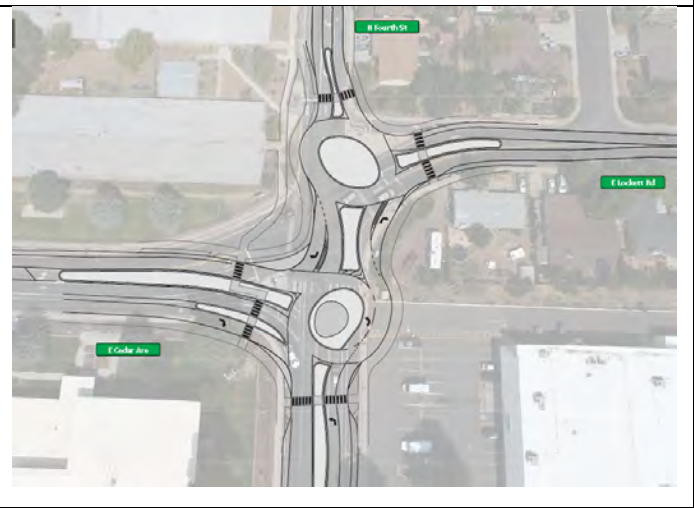
**Alt B-4:**

This concept is similar to B3 but realigns the east leg and impacts the residential structure in the east quadrant. By opening up this design space for the east leg the east leg alignment improves the angle between legs and improves large truck accommodations as compared to B3.

**Alt C-4:**

C4 builds on earlier versions of the Double Roundabout concept and has been further developed to a higher level of design refinement to understand its potential for best fit for the intersection and to avoid adverse impacts.

C4 avoids impacts to residential structures and strives to minimize other adverse impacts. The north roundabout has been shifted south and west to minimize impacts adjacent to the middle school.

<p><b>Alt B-3 Two NB Lanes: No Residential Impacts</b> <b>178' x 140' Non Circular ICD</b></p> 
<p><b>Alt. B-4 Two NB Lanes: 1 Residential Impact</b> <b>178' x 140' Non Circular ICD</b></p> 
<p><b>Alt C-4: Double Roundabout – No Residential Impacts</b> <b>South 100' x 90' ICD, North 100' x 80' ICD</b></p> 

**Comparison:**

Based on the alternatives analysis, Alts B4 and C4 are the most viable alternatives. Colorized versions of Alt B4 and C4 are shown to the right with brief summary of each describing primary differences between each. 11x17 colorized exhibits of each are attached in Appendix C.

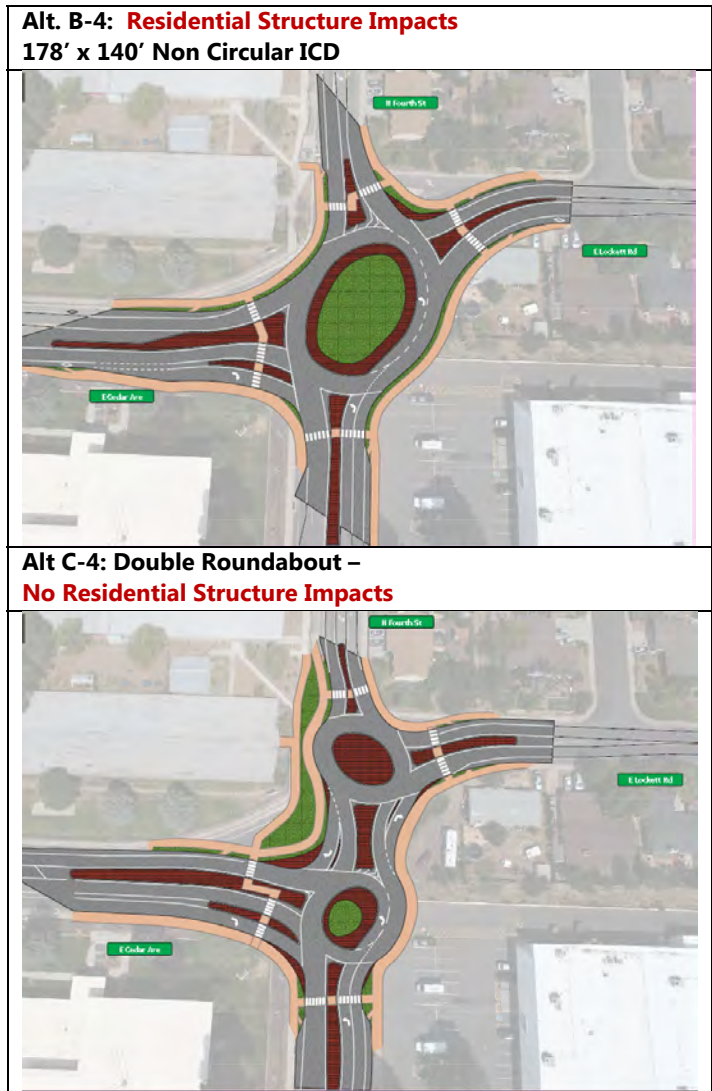
**Alt B-4:**

The 4 leg roundabout and associated size and shape allows for large central island landscaping plan.

**Alt C-4:**

The closely spaced compact double roundabout layout utilizes a full mountable central island for the north roundabout to accommodate the WB 62 design vehicle, thus precluding the ability to landscape the central island.

The southern compact roundabout allows for a small area of the central island to be landscaped while still accommodating the WB-62 design vehicles movements.

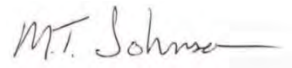


<i>Alternative</i>	<i>Number or Residential Impacts</i>	<i># of veh/veh conflict points</i>	<i># of pedestrian crossing lanes</i>	<i>*Bike Accommodations</i>	<i>Speed Control</i>	<i>Central Island Landscaping</i>
<i>4 Leg (B4)</i>	1	7	10	Implements bike ramps	Higher circulating speeds	Much larger area for landscaping
<i>Double (C4)</i>	0	10	10	Implements bike ramps	Slower circulating speeds	Small landscaping area - south roundabout only

\*Both alternatives incorporate bike ramps on approach and exits to allow cyclists the choice to exit the roadway to the 8'-10' shared-use pathway, or stay on the roadway and take a lane as a vehicle.

I look forward to discussing this analysis and the associated concept sketch level designs with the project team.

Sincerely,

A handwritten signature in cursive script that reads "M.T. Johnson" followed by a horizontal line.

Mark T. Johnson, PE (AZ)  
MTJ Roundabout Engineering

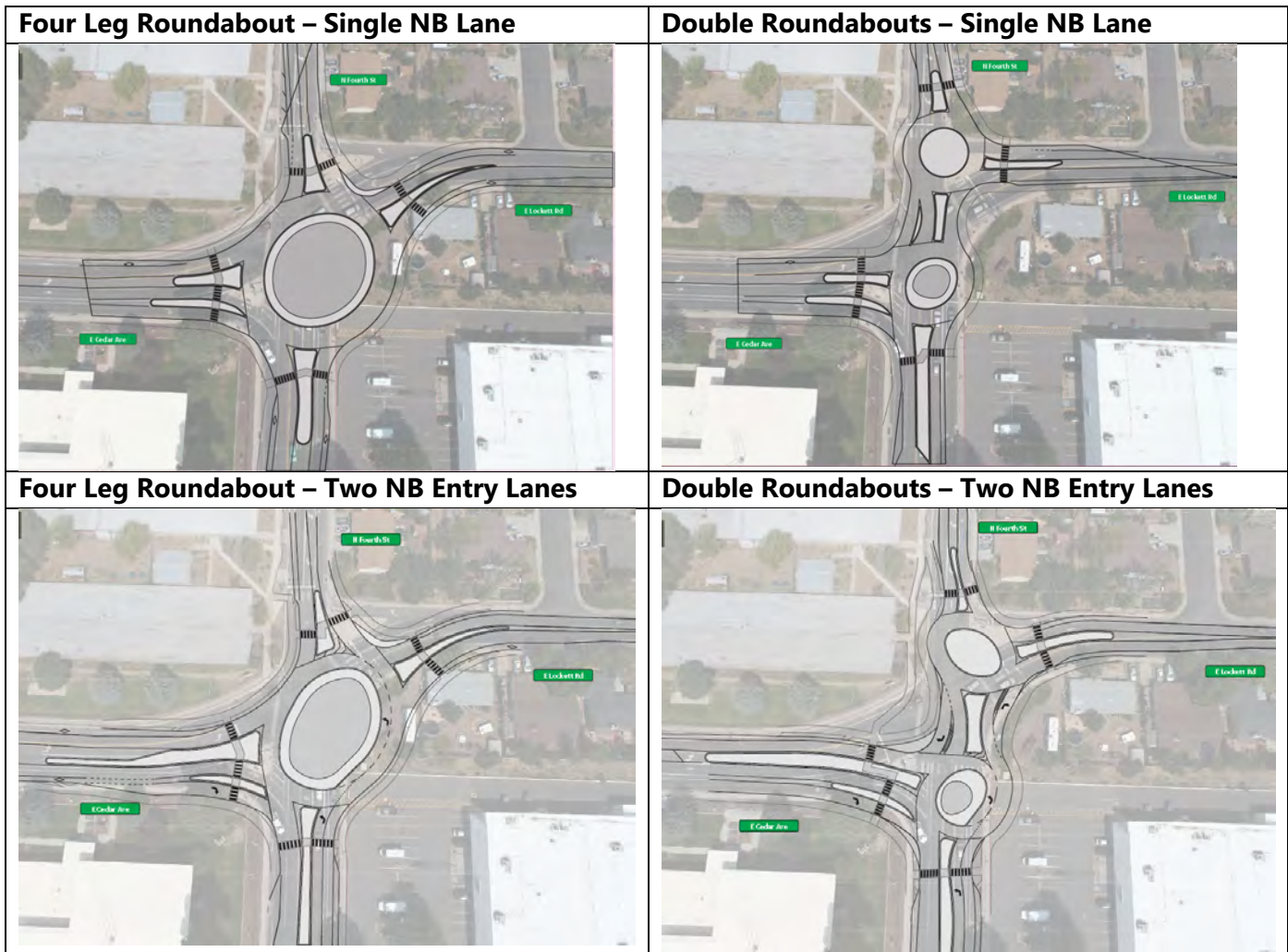
Attachments:

- Appendix A: Rodel Output and overview of Rodel
- Appendix B: Black & White Concept Design Exhibits Alts A-E
- Appendix C: Colorized Concept Design Exhibits Alts A, B-C

**APPENDIX A –**

**Rodel Output  
& Summary of Program**

# A. RODEL OPERATIONAL ANALYSIS





## Rodel Roundabout Analysis Software

Rodel provides an excellent foundation from which to understand expected operations, allowing for confidence in the design decisions with respect to acceptable delay, queuing and ultimately feasibility for an associated geometric layout.

Rodel is fully compliant with HCM methodologies and provides the following features:

- **Accurate Operational Analysis for All Types of Roundabouts**
  - *Seamless integration of HCM model & lane-based geometric model*
  - *Facilitates sound decision-making for Intersection Control Evaluations (ICE)*
  - *Validated by U.S. capacity data (see p. 2)*
  - *Facilitates selection of safe geometrics for all modes*
    - Flared entries
    - Exclusive right turn modeling
  - *Safety/economic analysis*
  
- **Compliant with HCM procedures for roundabout analysis**
  - *15-min. analysis, PHF, Right Hand Drive, standard units*
  - *Time Dependent Queuing Theory*
  - *High Definition Queuing Theory Equations provide accurate prediction at higher v/c ratios to avoid over-design (see p. 2)*
  
- **Support**
  - *Online Tutorial Modules: <http://rodel-interactive.com/support/tutorials.html>*
  - *Simple-to-follow case studies* to accelerate learning
  - *On-site training available*



## Highlighted Features of Rodel

### High Definition Queuing Theory

Rodel is fully compliant with HCM methodologies and implements 'Time Dependent Queuing Theory' (developed by U.S. researcher P.M. Morse). Delay is derived from queuing theory equations, so nothing in this respect is different from HCM methodology to Rodel. However, Rodel uniquely incorporates 'High Definition' queuing theory equations vs. low definition equation. 'High definition' queuing theory equations allow for accurate and stable predictions for Queue and Delay at high v/c ratio conditions up to and exceeding 1.0. This allows for a thorough understanding of expected operations at end of traffic horizons, upon which lane and geometric decisions are typically based.

Rodel's high definition models use seven "time-dependent" equations to predict queue lengths and delays. Each equation is selected depending on whether the v/c ratio is less than or greater than 1.0, and if the queues are growing, reducing, or stable (TRL Report 909).

Gap-based methodologies utilize a "low definition" model that incorporates a single average v/c ratio in a single queuing equation. The simplified time-dependent model gives good queue and delay predictions at lower v/c ratios. But as v/c ratios exceed 0.9, equations become more pessimistic in capacity estimation and predicted queue and delay can become unstable. This often results in a call for additional laneage, which may reduce safety and/or feasibility.

### Validated Accuracy

Rodel's accurate predictive capabilities have been field-verified on recent FHWA (US) capacity data. Rodel's capacity prediction output allows for a direct comparison to U.S. capacity data, providing a level of understanding and confidence not found in other analysis methods and/or programs. Rodel includes both a Lane-Based Geometric model (Kimber's) and the HCM 2010 and HCM 6 Capacity Models. Please see the paper recently published by Transportation Research Record (TRR) which validates Rodel's geometric model for U.S. conditions: [\*Impact of Geometric Factors-Johnson, Lin-TRR Publication\*](#).

### Sensitivity Analysis

Rodel's sensitivity testing tools include: flow factor adjustments (to allow for annual percentage increases), confidence level (CL), and capacity adjustments. These tools improve understanding of the expected operational performance based on the geometric design, to include: LOS, Delay, and Queuing.

# RODEL OPERATIONAL ANALYSIS

## 2019: 4 Leg Roundabout - Single NB Entry Lane

### 2019 Single Lane Roundabout AM

Project: 4th Cedar Flagstaff AZ | Date: 27-Nov-2020 | Model: Rodel 2017 | Timeslice: 15 | Full Geometry: [v] | Peak: AM | Feet: [v] | RHD: [v]  
 Name: Single Lane w YRTLs | Flows: 2030 | Delay: Queuing | Results: Veh | Peak60/15m | PHF Flow Profile: [v] | Conf: 50 | Light: [v] | 80

Approach Geometry					Entry Geometry					Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n	E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	→ Cap (vh)	Xwalk Fact
1 SB	Y	0	0	12.00	13.00	1	50.00	40.00	25.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000
2 EB	Y	90	0	12.00	13.00	1	50.00	40.00	25.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000
3 NB	Y	180	0	12.00	14.00	1	50.00	60.00	20.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000
4 WB	Y	270	0	12.00	13.00	1	50.00	50.00	20.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000

Volume Modifiers			Turning Volumes (veh/hr)						Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor	U-Turn	Exit-3	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	PHF	
1 SB	2.0	1.00	0	30	230	109	0							0.920	
2 EB	2.0	1.00	0	66	244	0	429							0.920	
3 NB	2.0	1.00	0	351	252	203	0							0.920	
4 WB	2.0	1.00	0	156	403	44	0							0.920	

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)			Max Q95% (veh)		LOSA-F		
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	Byp	Leg
1 SB	None	401		982		652		0.6151		11.87		11.87	1.48		3.74			B	B
2 EB	Yield	337	466	449	449	912	867	0.3694	0.5468	5.70	8.22	7.16	0.56	1.14	1.46	2.92	A	A	A
3 NB	None	876		369		1066		0.8216		13.73		13.73	3.82		9.11			B	B
4 WB	None	655		723		805		0.8143		16.94		16.94	3.61		8.64			C	C
All Intersection										12.30									B

Calibration [v] | Accidents [v] | Economics [v] | Bypass [v] | Run

Results 60 | Results 15 | Int / Slope - 60 | Int / Slope - 15 | Economics | Global Results

### 2019 AM Sensitivity Testing 85% CL (~10% Reduced Capacity)

Project: 4th Cedar Flagstaff AZ | Date: 27-Nov-2020 | Model: Rodel 2017 | Timeslice: 15 | Full Geometry: [v] | Peak: AM | Feet: [v] | RHD: [v]  
 Name: Single Lane w YRTLs | Flows: 2030 | Delay: Queuing | Results: Veh | Peak60/15m | PHF Flow Profile: [v] | Conf: 85 | Light: [v] | 81

Approach Geometry					Entry Geometry					Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n	E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	→ Cap (vh)	Xwalk Fact
1 SB	Y	0	0	12.00	13.00	1	50.00	40.00	25.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000
2 EB	Y	90	0	12.00	13.00	1	50.00	40.00	25.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000
3 NB	Y	180	0	12.00	14.00	1	50.00	60.00	20.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000
4 WB	Y	270	0	12.00	13.00	1	50.00	50.00	20.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000

Volume Modifiers			Turning Volumes (veh/hr)						Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor	U-Turn	Exit-3	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	PHF	
1 SB	2.0	1.00	0	30	230	109	0							0.920	
2 EB	2.0	1.00	0	66	244	0	429							0.920	
3 NB	2.0	1.00	0	351	252	203	0							0.920	
4 WB	2.0	1.00	0	156	403	44	0							0.920	

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)			Max Q95% (veh)		LOSA-F		
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	Byp	Leg
1 SB	None	401		930		478		0.8387		28.93		28.93	3.90		9.29			D	D
2 EB	Yield	337	466	435	435	720	671	0.4678	0.7158	8.36	15.09	12.27	0.83	2.16	2.15	5.36	A	C	B
3 NB	None	876		368		868		1.0097		43.07		43.07	14.37		29.69			E	E
4 WB	None	655		701		617		1.0621		68.86		68.86	18.22		36.84			F	F
All Intersection										38.13									E

Calibration [v] | Accidents [v] | Economics [v] | Bypass [v] | Run

Results 60 | Results 15 | Int / Slope - 60 | Int / Slope - 15 | Economics | Global Results

## 2019 Single Lane Roundabout PM

Project: 4th Cedar Flagstaff AZ | Date: 27-Nov-2020 | Model: Rodel 2017 | Timeslice: 15 | Full Geometry: | Peak: PM | Feet: RHD  
 Name: Single Lane w YRTLs | Flows: 2030 | Delay: Queuing | Results: Veh | Peak: 60/15m | PHF Flow Profile: | Conf: 50 | Light: | 75

Approach Geometry						Entry Geometry					Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	-+ Cap (v/h)	Xwalk Fact
1 SB	Y	0	0	12.00	1	13.00	1	50.00	40.00	25.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000
2 EB	Y	90	0	12.00	1	13.00	1	50.00	40.00	25.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000
3 NB	Y	180	0	12.00	1	13.00	1	50.00	60.00	20.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000
4 WB	Y	270	0	12.00	1	13.00	1	50.00	50.00	20.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000

Volume Modifiers				Turning Volumes (veh/hr)						Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor		U-Turn	Exit-3	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3		
1 SB	2.0	1.00		0	12	105	31	0							0.900	
2 EB	2.0	1.00		0	67	401	0	505							0.900	
3 NB	2.0	1.00		0	390	124	216	0							0.900	
4 WB	2.0	1.00		0	154	299	8	0							0.900	

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOS A-F			
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg
1 SB	None	164		929		678		0.2426		6.31		6.31	0.31		0.81		A		A
2 EB	Yield	520	561	300	300	985	940	0.5278	0.6070	6.77	8.51	7.67	1.06	1.44	2.71	3.66	A	A	A
3 NB	None	811		532		911		0.8906		20.39		20.39	5.69		13.05		C		C
4 WB	None	512		638		848		0.6040		8.99		8.99	1.42		3.60		A		A
All Intersection												11.86							B

Calibration | Accidents | Economics | Bypass | Run

Results 60 | Results 15 | Int / Slope - 60 | Int / Slope - 15 | Economics | Global Results

## 2019 PM 85% CL (~10% Reduced Capacity)

Project: 4th Cedar Flagstaff AZ | Date: 27-Nov-2020 | Model: Rodel 2017 | Timeslice: 15 | Full Geometry: | Peak: PM | Feet: RHD  
 Name: Single Lane w YRTLs | Flows: 2030 | Delay: Queuing | Results: Veh | Peak: 60/15m | PHF Flow Profile: | Conf: 85 | Light: | 83

Approach Geometry						Entry Geometry					Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	-+ Cap (v/h)	Xwalk Fact
1 SB	Y	0	0	12.00	1	13.00	1	50.00	40.00	25.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000
2 EB	Y	90	0	12.00	1	13.00	1	50.00	40.00	25.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000
3 NB	Y	180	0	12.00	1	14.00	1	50.00	60.00	20.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000
4 WB	Y	270	0	12.00	1	13.00	1	50.00	50.00	20.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000

Volume Modifiers				Turning Volumes (veh/hr)						Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor		U-Turn	Exit-3	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3		
1 SB	2.0	1.00		0	12	105	31	0							0.900	
2 EB	2.0	1.00		0	67	401	0	505							0.900	
3 NB	2.0	1.00		0	390	124	216	0							0.900	
4 WB	2.0	1.00		0	154	299	8	0							0.900	

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOS A-F			
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg
1 SB	None	164		906		490		0.3356		9.71		9.71	0.49		1.27		A		A
2 EB	Yield	520	561	299	299	787	738	0.6608	0.7846	11.09	16.50	13.90	1.78	2.93	4.46	7.14	B	C	B
3 NB	None	811		531		782		1.0370		49.79		49.79	16.58		33.79		E		E
4 WB	None	512		612		662		0.7736		17.42		17.42	2.91		7.09		C		C
All Intersection												25.66							D

Calibration | Accidents | Economics | Bypass | Run

Results 60 | Results 15 | Int / Slope - 60 | Int / Slope - 15 | Economics | Global Results

**Notes:** Critical Hr is AM, NB LOS E, WB LOS F, SB LOS D as single lanes, to provide more capacity an aux. NB LT lane can be added, LEFT ONLY, THRU-RIGHT.

# 2019: 4 Leg Roundabout – Two NB Entry Lanes

## 2019 AM

Project: 4th Cedar Flagstaff AZ | Date: 27-Nov-2020 | Model: Rodel 2017 | Timeslice: 15 | Full Geometry | Peak: AM | Feet: RHD  
 Name: Single Lane w YRTLs | Flows: 2030 | Delay: Queuing | Results: Veh | Peak60/15m | PHF Flow Profile | Conf: 50 | Light: 87

Approach Geometry						Entry Geometry					Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	+ Cap (vh)	Xwalk Fact
1 SB	Y	0	0	12.00	1	13.00	1	50.00	40.00	25.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000
2 EB	Y	90	0	12.00	1	13.00	1	50.00	40.00	25.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000
3 NB	Y	180	0	22.00	2	22.00	2	50.00	60.00	20.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000
4 WB	Y	270	0	12.00	1	13.00	1	50.00	50.00	20.00	170.00	30.00	2	14.00	1	12.00	1	0	1.000

Volume Modifiers			Turning Volumes (veh/hr)						Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor	U-Turn	Exit-3	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3		
1 SB	2.0	1.00	0	30	230	109	0							0.920	
2 EB	2.0	1.00	0	66	244	0	429							0.920	
3 NB	2.0	1.00	0	351	252	203	0							0.920	
4 WB	2.0	1.00	0	156	403	44	0							0.920	

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOS A-F			
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	By	Leg	
1 SB	None	401		986		650		0.6170		11.96		11.96	1.48	3.75		B	A	B	
2 EB	Yield	337	466	450	450	912	867	0.3695	0.5470	5.70	8.23	7.17	0.56	1.14	1.46	2.92	A	A	A
3 NB	None	876		369		1661		0.5275		7.18		7.18	1.87	4.67		A	A	A	
4 WB	None	655		726		906		0.7234		11.52		11.52	2.33	5.77		B		B	
All Intersection										8.92								A	

Calibration | Accidents | Economics | Bypass | 1 message | Run

Results 60 | Results 15 | Int / Slope - 60 | Int / Slope - 15 | Economics | Global Results

## 2019 AM 85% CL (~10% Reduced Capacity)

Project: 4th Cedar Flagstaff AZ | Date: 27-Nov-2020 | Model: Rodel 2017 | Timeslice: 15 | Full Geometry | Peak: AM | Feet: RHD  
 Name: Single Lane w YRTLs | Flows: 2030 | Delay: Queuing | Results: Veh | Peak60/15m | PHF Flow Profile | Conf: 85 | Light: 86

Approach Geometry						Entry Geometry					Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	+ Cap (vh)	Xwalk Fact
1 SB	Y	0	0	12.00	1	13.00	1	50.00	40.00	25.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000
2 EB	Y	90	0	12.00	1	13.00	1	50.00	40.00	25.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000
3 NB	Y	180	0	22.00	2	22.00	2	50.00	60.00	20.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000
4 WB	Y	270	0	12.00	1	13.00	1	50.00	50.00	20.00	170.00	30.00	2	14.00	1	12.00	1	0	1.000

Volume Modifiers			Turning Volumes (veh/hr)						Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor	U-Turn	Exit-3	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3		
1 SB	2.0	1.00	0	30	230	109	0							0.920	
2 EB	2.0	1.00	0	66	244	0	429							0.920	
3 NB	2.0	1.00	0	351	252	203	0							0.920	
4 WB	2.0	1.00	0	156	403	44	0							0.920	

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOS A-F		
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	By	Leg
1 SB	None	401		975		457		0.8785		33.59		33.59	4.77	11.14		D	D	D
2 EB	Yield	337	466	441	441	717	669	0.4696	0.7189	8.41	15.22	12.36	0.84	2.17	5.44	A	C	B
3 NB	None	876		368		1463		0.5989		9.34		9.34	2.46	6.06		A	A	A
4 WB	None	655		725		707		0.9266		30.47		30.47	6.97	15.64		D		D
All Intersection										18.85								C

Calibration | Accidents | Economics | Bypass | 1 message | Run

Results 60 | Results 15 | Int / Slope - 60 | Int / Slope - 15 | Economics | Global Results

# 2019 PM

Project: 4th Cedar Flagstaff AZ | Date: 27-Nov-2020 | Model: Rodel 2017 | Timeslice: 15 | Full Geometry | Peak: PM | Feet | RHD  
 Name: Single Lane w YRTLs | Flows: 2030 | Delay: Queuing | Results: Veh | Peak60/15m | PHF Flow Profile | Conf: 50 | Light: 85

Approach Geometry						Entry Geometry						Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	→ Cap (v/h)	Xwalk Fact	
1 SB	0	0	12.00	1		13.00	1	50.00	40.00	25.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000	
2 EB	90	0	12.00	1		13.00	1	50.00	40.00	25.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000	
3 NB	180	0	22.00	2		22.00	2	50.00	60.00	20.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000	
4 WB	270	0	12.00	1		13.00	1	50.00	50.00	20.00	170.00	30.00	2	14.00	1	12.00	1	0	1.000	

Volume Modifiers			Turning Volumes (veh/hr)							Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor	U-Turn	Exit-3	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	PHF		
1 SB	2.0	1.00	0	12	105	31	0							0.900		
2 EB	2.0	1.00	0	67	401	0	505							0.900		
3 NB	2.0	1.00	0	390	124	216	0							0.900		
4 WB	2.0	1.00	0	154	299	8	0							0.900		

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOS A-F			
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	Byp	Leg
1 SB	None	164		932		477		0.3445		10.02		10.02	0.50	1.31			B		B
2 EB	Yield	520	561	300	300	787	738	0.6611	0.7850	11.10	16.53	13.92	1.78	4.46	7.15		B	C	B
3 NB	None	811		531		1307		0.6205		11.23		11.23	2.82	6.88			B		B
4 WB	None	512		643		737		0.6947		12.72		12.72	2.04	5.09			B		B
All Intersection										12.58									B

Results 60 | Results 15 | Int / Slope - 60 | Int / Slope - 15 | Economics | Global Results

# 2019 PM 85% CL (~10% Reduced Capacity)

Project: 4th Cedar Flagstaff AZ | Date: 27-Nov-2020 | Model: Rodel 2017 | Timeslice: 15 | Full Geometry | Peak: PM | Feet | RHD  
 Name: Single Lane w YRTLs | Flows: 2030 | Delay: Queuing | Results: Veh | Peak60/15m | PHF Flow Profile | Conf: 85 | Light: 85

Approach Geometry						Entry Geometry						Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	→ Cap (v/h)	Xwalk Fact	
1 SB	0	0	12.00	1		13.00	1	50.00	40.00	25.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000	
2 EB	90	0	12.00	1		13.00	1	50.00	40.00	25.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000	
3 NB	180	0	22.00	2		22.00	2	50.00	60.00	20.00	170.00	20.00	1	14.00	1	12.00	1	0	1.000	
4 WB	270	0	12.00	1		13.00	1	50.00	50.00	20.00	170.00	30.00	2	14.00	1	12.00	1	0	1.000	

Volume Modifiers			Turning Volumes (veh/hr)							Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor	U-Turn	Exit-3	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	PHF		
1 SB	2.0	1.00	0	12	105	31	0							0.900		
2 EB	2.0	1.00	0	67	401	0	505							0.900		
3 NB	2.0	1.00	0	390	124	216	0							0.900		
4 WB	2.0	1.00	0	154	299	8	0							0.900		

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOS A-F			
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	Byp	Leg
1 SB	None	164		932		477		0.3445		10.02		10.02	0.50	1.31			B		B
2 EB	Yield	520	561	300	300	787	738	0.6611	0.7850	11.10	16.53	13.92	1.78	4.46	7.15		B	C	B
3 NB	None	811		531		1307		0.6205		11.23		11.23	2.82	6.88			B		B
4 WB	None	512		643		737		0.6947		12.72		12.72	2.04	5.09			B		B
All Intersection										12.58									B

Results 60 | Results 15 | Int / Slope - 60 | Int / Slope - 15 | Economics | Global Results

# 2019 Double Roundabout with Single NB Entry Lane

## North Roundabout AM

### 2019 AM

Project: Project-1 | Date: 27-Nov-2020 | Model: Rodel 2017 | Timeslice: 15 | Full Geometry | Peak: AM | Feet: RHD  
 Name: Double - North rndbt Alt C | Flows: 2030 | Delay: Queuing | Results: Veh | Peak60/15m | PHF Flow Profile | Conf: 50 | Light: 37

Approach Geometry						Entry Geometry					Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	-> Cap (vh)	Xwalk Fact
1 SB	Y	0	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000
2 NB	Y	180	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000
3 WB	Y	270	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000

Volume Modifiers			Turning Volumes (veh/hr)					Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor	U-Turn		Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	
1 SB	2.0	1.00	0	30	339	0								0.900
2 NB	2.0	1.00	0	318	407	0								0.900
3 WB	2.0	1.00	0	559	44	0								0.900

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOS-A-F			
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg
1 SB	None	410		618		786		0.5214		8.24		8.24	1.03		2.64		A		A
2 NB	None	806		33		1101		0.7317		9.79		9.79	2.44		6.01		A		A
3 WB	None	670		352		929		0.7208		11.02		11.02	2.31		5.71		B		B
All Intersection												9.89							A

Calibration 
  Accidents 
  Economics 
  Bypass

Results 60 
  Results 15 
  Int / Slope - 60 
  Int / Slope - 15 
  Economics 
  Global Results

### 2019 AM 85% CL

Project: Project-1 | Date: 27-Nov-2020 | Model: Rodel 2017 | Timeslice: 15 | Full Geometry | Peak: AM | Feet: RHD  
 Name: Double - North rndbt Alt C | Flows: 2030 | Delay: Queuing | Results: Veh | Peak60/15m | PHF Flow Profile | Conf: 85 | Light: 36

Approach Geometry						Entry Geometry					Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	-> Cap (vh)	Xwalk Fact
1 SB	Y	0	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000
2 NB	Y	180	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000
3 WB	Y	270	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000

Volume Modifiers			Turning Volumes (veh/hr)					Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor	U-Turn		Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	
1 SB	2.0	1.00	0	30	339	0								0.900
2 NB	2.0	1.00	0	318	407	0								0.900
3 WB	2.0	1.00	0	559	44	0								0.900

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOS-A-F			
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg
1 SB	None	410		608		593		0.6915		15.29		15.29	2.01		5.00		C		C
2 NB	None	806		33		902		0.8931		21.36		21.36	5.79		13.26		C		C
3 WB	None	670		348		732		0.9148		27.37		27.37	6.46		14.62		D		D
All Intersection												22.18							C

Calibration 
  Accidents 
  Economics 
  Bypass

Results 60 
  Results 15 
  Int / Slope - 60 
  Int / Slope - 15 
  Economics 
  Global Results

**Notes:** AM Peak WB entry shows some sensitivity.

# North Roundabout PM

## 2019 PM

Project: Project-1 | Date: 27-Nov-2020 | Model: Rodel 2017 | Timeslice: 15 | Full Geometry: [v] | Peak: PM | Feet: [v] | RHD  
 Name: Double - North mdbt Alt C | Flows: 2030 | Delay: Queuing | Results: Veh | Peak60/15m | PHF Flow Profile: [v] | Conf: 50 | Light: [v] | 34

Approach Geometry						Entry Geometry					Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	-- Cap (v/h)	Xwalk Fact
1 SB	Y	0	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000
2 NB	Y	180	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000
3 WB	Y	270	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000

Volume Modifiers			Turning Volumes (veh/hr)					Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor		U-Turn	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	
1 SB	5.0	1.00		0	12	136	0							0.900
2 NB	5.0	1.00		0	204	614	0							0.900
3 WB	5.0	1.00		0	453	8	0							0.900

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOS A-F			
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg
1 SB	None	164		503		793		0.2074		5.06		5.06	0.24		0.64			A	A
2 NB	None	909		13		1049		0.8666		14.59		14.59	4.29		10.12			B	B
3 WB	None	512		226		938		0.5462		6.95		6.95	1.07		2.73			A	A
All Intersection												11.13							B

Results 60 |  Results 15 |  Int / Slope - 60 |  Int / Slope - 15 |  Economics |  Global Results

## 2019 PM 85% CL

Project: Project-1 | Date: 27-Nov-2020 | Model: Rodel 2017 | Timeslice: 15 | Full Geometry: [v] | Peak: PM | Feet: [v] | RHD  
 Name: Double - North mdbt Alt C | Flows: 2030 | Delay: Queuing | Results: Veh | Peak60/15m | PHF Flow Profile: [v] | Conf: 85 | Light: [v] | 32

Approach Geometry						Entry Geometry					Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	-- Cap (v/h)	Xwalk Fact
1 SB	Y	0	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000
2 NB	Y	180	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000
3 WB	Y	270	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000

Volume Modifiers			Turning Volumes (veh/hr)					Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor		U-Turn	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	
1 SB	5.0	1.00		0	12	136	0							0.900
2 NB	5.0	1.00		0	204	614	0							0.900
3 WB	5.0	1.00		0	453	8	0							0.900

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOS A-F			
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg
1 SB	None	164		502		606		0.2715		7.09		7.09	0.35		0.90			A	A
2 NB	None	909		13		861		1.0556		46.43		46.43	16.52		33.68			F	F
3 WB	None	512		215		756		0.6777		11.21		11.21	1.76		4.41			B	B
All Intersection												30.97							D

Results 60 |  Results 15 |  Int / Slope - 60 |  Int / Slope - 15 |  Economics |  Global Results

**Notes:** Pm peak NB entry is critical entry. This connection leg to south roundabout has Q storage available of ~3 veh. Analysis shows more capacity necessary for this entry to reduce Queueing.

# South Roundabout AM

## 2019 AM

Project	Project-1	Date	27-Nov-2020	Model	Rodel 2017	Timeslice	15	Full Geometry		Peak	AM	Feet		RHD	
Name	Double - South Rndbt Alt C	Flows	2030	Delay	Queuing	Results	Veh	Peak60/15m		PHF Flow Profile		Conf	50	Light	33

Approach Geometry						Entry Geometry					Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	-- Cap (v/h)	Xwalk Fact
1 SB	Y	0	0	11.00	1	13.00	1	33.00	50.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000
2 EB	Y	90	0	11.00	1	13.00	1	33.00	45.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000
3 NB	Y	180	0	11.00	1	13.00	1	33.00	45.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000

Volume Modifiers			Turning Volumes (veh/hr)						Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor			U-Turn	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	
1 SB	2.0	1.00			0	386	0	512							0.900
2 EB	2.0	1.00			0	310	0	429							0.900
3 NB	2.0	1.00			0	351	455	0							0.900

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)			Max Q95% (veh)		LOS A-F			
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg	
1 SB	Yield	429	569	381	381	921	957	0.4657	0.6042	6.47	8.28	7.50	0.83	1.44	2.15	3.64	A	A	A	
2 EB	Yield	344	477	428	428	890	858	0.3872	0.5653	5.92	8.49	7.42	0.61	1.22	1.57	3.12	A	A	A	
3 NB	None	896		344		935		0.9582		28.56		28.56	9.38		20.33		D		D	
All Intersection												14.42								B

Calibration
  Accidents
  Economics
  Bypass

## 2019 AM 85% CL

Project	Project-1	Date	27-Nov-2020	Model	Rodel 2017	Timeslice	15	Full Geometry		Peak	AM	Feet		RHD	
Name	Double - South Rndbt Alt C	Flows	2030	Delay	Queuing	Results	Veh	Peak60/15m		PHF Flow Profile		Conf	85	Light	32

Approach Geometry						Entry Geometry					Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	-- Cap (v/h)	Xwalk Fact
1 SB	Y	0	0	11.00	1	13.00	1	33.00	50.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000
2 EB	Y	90	0	11.00	1	13.00	1	33.00	45.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000
3 NB	Y	180	0	11.00	1	13.00	1	33.00	45.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000

Volume Modifiers			Turning Volumes (veh/hr)						Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor			U-Turn	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	
1 SB	2.0	1.00			0	386	0	512							0.900
2 EB	2.0	1.00			0	310	0	429							0.900
3 NB	2.0	1.00			0	351	455	0							0.900

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)			Max Q95% (veh)		LOS A-F			
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg	
1 SB	Yield	429	569	320	320	649	707	0.6610	0.8372	13.54	20.45	17.48	1.76	3.68	4.43	8.80	B	C	C	
2 EB	Yield	344	477	427	427	691	655	0.4984	0.7506	9.01	16.51	13.37	0.94	2.49	2.41	6.13	A	C	B	
3 NB	None	896		343		736		1.2170		144.95		144.95	54.53		108.37		F		F	
All Intersection												58.29								F

Calibration
  Accidents
  Economics
  Bypass

# South Roundabout PM

## 2019 PM

Project: Project-1 Date: 27-Nov-2020 Model: Rodel 2017 Timeslice: 15 Full Geometry: Peak: PM Feet: RHD  
 Name: Double - South Rndbt Alt C Flows: 2030 Delay: Queuing Results: Veh Peak60/15m PPH Flow Profile: Conf: 50 Light: 35

Approach Geometry						Entry Geometry						Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	-> Cap (vh)	Xwalk Fact	
1 SB	Y	0	0	11.00	1	13.00	1	33.00	50.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000	
2 EB	Y	90	0	11.00	1	13.00	1	33.00	45.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000	
3 NB	Y	180	0	11.00	1	13.00	1	33.00	45.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000	

Volume Modifiers			Turning Volumes (veh/hr)						Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor			U-Turn	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	PHF
1 SB	5.0	1.00			0	259	0	330							0.900
2 EB	5.0	1.00			0	468	0	505							0.900
3 NB	5.0	1.00			0	390	347	0							0.900

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOS A-F				
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	Byp	Leg	
1 SB	Yield	288	367	412	412	848	907	0.3395	0.4094	5.58	6.18	5.91	0.47	0.67	1.24	1.74	A	A	A	
2 EB	Yield	520	561	287	287	906	902	0.5738	0.6337	7.55	9.37	8.49	1.18	1.60	3.02	4.03	A	A	A	
3 NB	None	819		519		786		1.0420		42.34		42.34	13.81		28.64		E		E	
All Intersection												18.68								C

Calibration Accidents Economics Bypass Run

Results 60 Results 15 Int / Slope - 60 Int / Slope - 15 Economics Global Results

## 2019 PM 85% CL

Project: Project-1 Date: 27-Nov-2020 Model: Rodel 2017 Timeslice: 15 Full Geometry: Peak: PM Feet: RHD  
 Name: Double - South Rndbt Alt C Flows: 2030 Delay: Queuing Results: Veh Peak60/15m PPH Flow Profile: Conf: 85 Light: 36

Approach Geometry						Entry Geometry						Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	-> Cap (vh)	Xwalk Fact	
1 SB	Y	0	0	11.00	1	13.00	1	33.00	50.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000	
2 EB	Y	90	0	11.00	1	13.00	1	33.00	45.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000	
3 NB	Y	180	0	11.00	1	13.00	1	33.00	45.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000	

Volume Modifiers			Turning Volumes (veh/hr)						Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor			U-Turn	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	PHF
1 SB	5.0	1.00			0	259	0	330							0.900
2 EB	5.0	1.00			0	468	0	505							0.900
3 NB	5.0	1.00			0	390	347	0							0.900

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOS A-F				
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	Byp	Leg	
1 SB	Yield	288	367	317	317	709	763	0.4057	0.4894	7.38	8.43	7.97	0.62	0.91	1.61	2.34	A	A	A	
2 EB	Yield	520	561	287	287	700	687	0.7432	0.8503	14.06	21.45	17.89	2.29	3.91	5.67	9.30	B	C	C	
3 NB	None	819		517		599		1.3666		226.54		226.54	75.44		147.10		F		F	
All Intersection												82.24								F

Calibration Accidents Economics Bypass Run

Results 60 Results 15 Int / Slope - 60 Int / Slope - 15 Economics Global Results

**Notes:** Critical analysis and Entry is the NB morning am peak... To provide more capacity an aux. LT lane can be added, LEFT ONLY, THRU-RIGHT. See Alt C1

# 2019 Double Roundabout with Two NB Entry Lanes

## South Roundabout

### 2019 AM

Project: Project-1 | Date: 27-Nov-2020 | Model: Rodot 2017 | Timeslice: 15 | Full Geometry | Peak: AM | Feet: RHD  
 Name: Double - South rndbt | Flows: 2030 | Delay: Queuing | Results: Veh | Peak60/15m | PHF Flow Profile | Conf: 50 | Light: 31

Approach Geometry						Entry Geometry						Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	-> Cap (vh)	Xwalk Fact	
1 SB	Y	0	0	11.00	1	13.00	1	33.00	50.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000	
2 EB	Y	90	0	11.00	1	13.00	1	33.00	45.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000	
3 NB	Y	180	0	22.00	2	22.00	2	33.00	45.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000	

Volume Modifiers			Turning Volumes (veh/hr)						Arrival Volume Ratios			Arrival Volume Times (min)			PHF	
Leg Name	%Truck	Factor			U-Turn		Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	
1 SB	2.0	1.00			0		386	0	512							0.900
2 EB	2.0	1.00			0		310	0	429							0.900
3 NB	2.0	1.00			0		351	455	0							0.900

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)			Max Q95% (veh)		LOS A-F			
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg	
1 SB	Yield	429	569	389	389	917	953	0.4679	0.6071	6.52	8.38	7.58	0.84	1.45	2.16	3.67	A	A	A	
2 EB	Yield	344	477	428	428	889	858	0.3873	0.5654	5.93	8.50	7.42	0.61	1.22	1.57	3.12	A	A	A	
3 NB	None	896		344		1597		0.5609		7.84		7.84	2.12		5.27		A		A	
All Intersection												7.62								A

Results 60 | Results 15 | Int / Slope - 60 | Int / Slope - 15 | Economics | Global Results

### 2019 AM 85% CL

Project: Project-1 | Date: 27-Nov-2020 | Model: Rodot 2017 | Timeslice: 15 | Full Geometry | Peak: AM | Feet: RHD  
 Name: Double - South rndbt | Flows: 2030 | Delay: Queuing | Results: Veh | Peak60/15m | PHF Flow Profile | Conf: 85 | Light: 30

Approach Geometry						Entry Geometry						Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	-> Cap (vh)	Xwalk Fact	
1 SB	Y	0	0	11.00	1	13.00	1	33.00	50.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000	
2 EB	Y	90	0	11.00	1	13.00	1	33.00	45.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000	
3 NB	Y	180	0	22.00	2	22.00	2	33.00	45.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000	

Volume Modifiers			Turning Volumes (veh/hr)						Arrival Volume Ratios			Arrival Volume Times (min)			PHF	
Leg Name	%Truck	Factor			U-Turn		Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	
1 SB	2.0	1.00			0		386	0	512							0.900
2 EB	2.0	1.00			0		310	0	429							0.900
3 NB	2.0	1.00			0		351	455	0							0.900

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)			Max Q95% (veh)		LOS A-F			
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By	Leg	
1 SB	Yield	429	569	388	388	614	670	0.6987	0.8874	15.27	24.61	20.60	2.06	4.67	5.13	10.93	C	C	C	
2 EB	Yield	344	477	426	426	692	656	0.4980	0.7500	9.00	16.47	13.33	0.94	2.49	2.41	6.12	A	A	B	
3 NB	None	896		343		1399		0.6403		10.51		10.51	2.89		7.05		B		B	
All Intersection												15.07								C

Results 60 | Results 15 | Int / Slope - 60 | Int / Slope - 15 | Economics | Global Results

# South Roundabout

## 2019 PM

Project: Project-1 | Date: 27-Nov-2020 | Model: Rodel 2017 | Timeslice: 15 | Full Geometry | Peak: PM | Feet: RHD  
 Name: Double - South rndbt | Flows: 2030 | Delay: Queuing | Results: Veh | Peak60/15m | PHF Flow Profile | Conf: 50 | Light: 28

Approach Geometry						Entry Geometry					Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	-> Cap (v/h)	Xwalk Fact
1 SB	Y	0	0	11.00	1	13.00	1	33.00	50.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000
2 EB	Y	90	0	11.00	1	13.00	1	33.00	45.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000
3 NB	Y	180	0	22.00	2	22.00	2	33.00	45.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000

Volume Modifiers				Turning Volumes (veh/hr)					Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor			U-Turn	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	
1 SB	5.0	1.00			0	259	0	330							0.900
2 EB	5.0	1.00			0	468	0	505							0.900
3 NB	5.0	1.00			0	390	347	0							0.900

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)			Max Q95% (veh)			LOS A-F		
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	Byp	Leg	
1 SB	Yield	288	367	432	432	837	896	0.3438	0.4145	5.67	6.28	6.01	0.48	0.68	1.26	1.77	A	A	A	
2 EB	Yield	520	561	287	287	906	902	0.5738	0.6337	7.55	9.37	8.49	1.18	1.60	3.02	4.03	A	A	A	
3 NB	None	819		519		1326		0.6176		10.41		10.41	2.62		6.43		B		B	
All Intersection												8.47							A	

Calibration |  Accidents |  Economics |  Bypass | 3 messages | Run

## 2019 PM 85% CL

Project: Project-1 | Date: 27-Nov-2020 | Model: Rodel 2017 | Timeslice: 15 | Full Geometry | Peak: PM | Feet: RHD  
 Name: Double - South rndbt | Flows: 2030 | Delay: Queuing | Results: Veh | Peak60/15m | PHF Flow Profile | Conf: 85 | Light: 29

Approach Geometry						Entry Geometry					Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	-> Cap (v/h)	Xwalk Fact
1 SB	Y	0	0	11.00	1	13.00	1	33.00	50.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000
2 EB	Y	90	0	11.00	1	13.00	1	33.00	45.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000
3 NB	Y	180	0	22.00	2	22.00	2	33.00	45.00	25.00	100.00	16.00	1	13.00	1	12.00	1	0	1.000

Volume Modifiers				Turning Volumes (veh/hr)					Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor			U-Turn	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	
1 SB	5.0	1.00			0	259	0	330							0.900
2 EB	5.0	1.00			0	468	0	505							0.900
3 NB	5.0	1.00			0	390	347	0							0.900

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)			Max Q95% (veh)			LOS A-F		
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	Byp	Leg	
1 SB	Yield	288	367	430	430	650	700	0.4427	0.5343	8.32	9.70	9.09	0.72	1.08	1.86	2.76	A	A	A	
2 EB	Yield	520	561	287	287	700	687	0.7430	0.8501	14.05	21.42	17.88	2.29	3.91	5.67	9.30	B	C	C	
3 NB	None	819		517		1140		0.7183		14.94		14.94	3.88		9.23		B		B	
All Intersection												14.68							B	

Calibration |  Accidents |  Economics |  Bypass | 3 messages | Run

# North Roundabout

## 2019 AM

Project: Project-1 Date: 27-Nov-2020 Model: Rodel 2017 Timeslice: 15 Full Geometry: Peak: AM Feet: RHD  
 Name: Double - North mdbt Flows: 2030 Delay: Queuing Results: Veh Peak60/15m PHF Flow Profile: Conf: 50 Light: 27

Approach Geometry						Entry Geometry					Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	-> Cap (v/h)	Xwalk Fact
1 SB	Y	0	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000
2 NB	Y	180	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000
3 WB	Y	270	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000

Volume Modifiers			Turning Volumes (veh/hr)					Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor	U-Turn	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3		
1 SB	2.0	1.00	0	30	339	0							0.900	
2 NB	2.0	1.00	0	318	1	407							0.900	
3 WB	2.0	1.00	0	559	44	0							0.900	

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOS A-F		
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By
1 SB	None	410		620		786		0.5219		8.26		8.26	1.03	2.64		A		A
2 NB	Yield	354	452	33	34	1101	1069	0.3220	0.4279	4.42	5.45	5.00	0.46	1.20	1.88	A	A	A
3 WB	None	670		353		929		0.7213		11.04		11.04	2.31	5.72		B		B
All Intersection										7.85								A

Results 60 Results 15 Int / Slope - 60 Int / Slope - 15 Economics Global Results

### 2019 AM 85% CL

Project: Project-1 Date: 27-Nov-2020 Model: Rodel 2017 Timeslice: 15 Full Geometry: Peak: AM Feet: RHD  
 Name: Double - North mdbt Flows: 2030 Delay: Queuing Results: Veh Peak60/15m PHF Flow Profile: Conf: 85 Light: 29

Approach Geometry						Entry Geometry					Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	-> Cap (v/h)	Xwalk Fact
1 SB	Y	0	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000
2 NB	Y	180	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000
3 WB	Y	270	0	11.00	1	13.00	1	33.00	45.00	20.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000

Volume Modifiers			Turning Volumes (veh/hr)					Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor	U-Turn	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3		
1 SB	2.0	1.00	0	30	339	0							0.900	
2 NB	2.0	1.00	0	318	1	407							0.900	
3 WB	2.0	1.00	0	559	44	0							0.900	

Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOS A-F		
		Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	By
1 SB	None	410		610		592		0.6926		15.35		15.35	2.02	5.03		C		C
2 NB	Yield	354	452	33	34	902	866	0.3929	0.5307	5.95	7.97	7.08	0.62	1.61	2.75	A	A	A
3 WB	None	670		353		746		0.8978		24.98		24.98	5.78	13.24		C		C
All Intersection										15.24								C

Results 60 Results 15 Int / Slope - 60 Int / Slope - 15 Economics Global Results

# North Roundabout

## 2019 PM

Project:  Date:  Model:  Timeslice:  Full Geometry:  Peak:  Feet:   
 Name:  Flows:  Delay:  Results:  Peak60/15m:  PHF Flow Profile:  Conf:  Light:

Approach Geometry						Entry Geometry					Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	→ Cap (v/h)	Xwalk Fact
1 SB	Y	0	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000
2 NB	Y	180	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000
3 WB	Y	270	0	11.00	1	13.00	1	33.00	45.00	20.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000

Volume Modifiers			Turning Volumes (veh/hr)					Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor	U-Turn	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	PHF	
1 SB	5.0	1.00	0	12	136	0							0.900	
2 NB	5.0	1.00	0	204	0	614							0.900	
3 WB	5.0	1.00	0	453	8	0							0.900	

	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOSA-F			
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	Byp	Leg
1	SB	None	164		503		793		0.2074		5.06		5.06	0.24		0.64		A		A
2	NB	Yield	227	682	13	13	1049	1049	0.2161	0.6617	3.92	8.74	7.54	0.26	1.81	0.68	4.53	A	A	A
3	WB	None	512		227		954		0.5371		6.73		6.73	1.03		2.64		A		A
All	Intersection												7.02							A

## 2019 PM 85% CL

Project:  Date:  Model:  Timeslice:  Full Geometry:  Peak:  Feet:   
 Name:  Flows:  Delay:  Results:  Peak60/15m:  PHF Flow Profile:  Conf:  Light:

Approach Geometry						Entry Geometry					Circ Geom			Exit Geometry				Entry Capacity Mods	
Leg Name	Bearing	G	V	n		E	n	L'	R	Φ	D	C	n	Ex	n	Vx	n	→ Cap (v/h)	Xwalk Fact
1 SB	Y	0	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000
2 NB	Y	180	0	11.00	1	13.00	1	33.00	45.00	25.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000
3 WB	Y	270	0	11.00	1	13.00	1	33.00	45.00	20.00	90.00	16.00	1	13.00	1	12.00	1	0	1.000

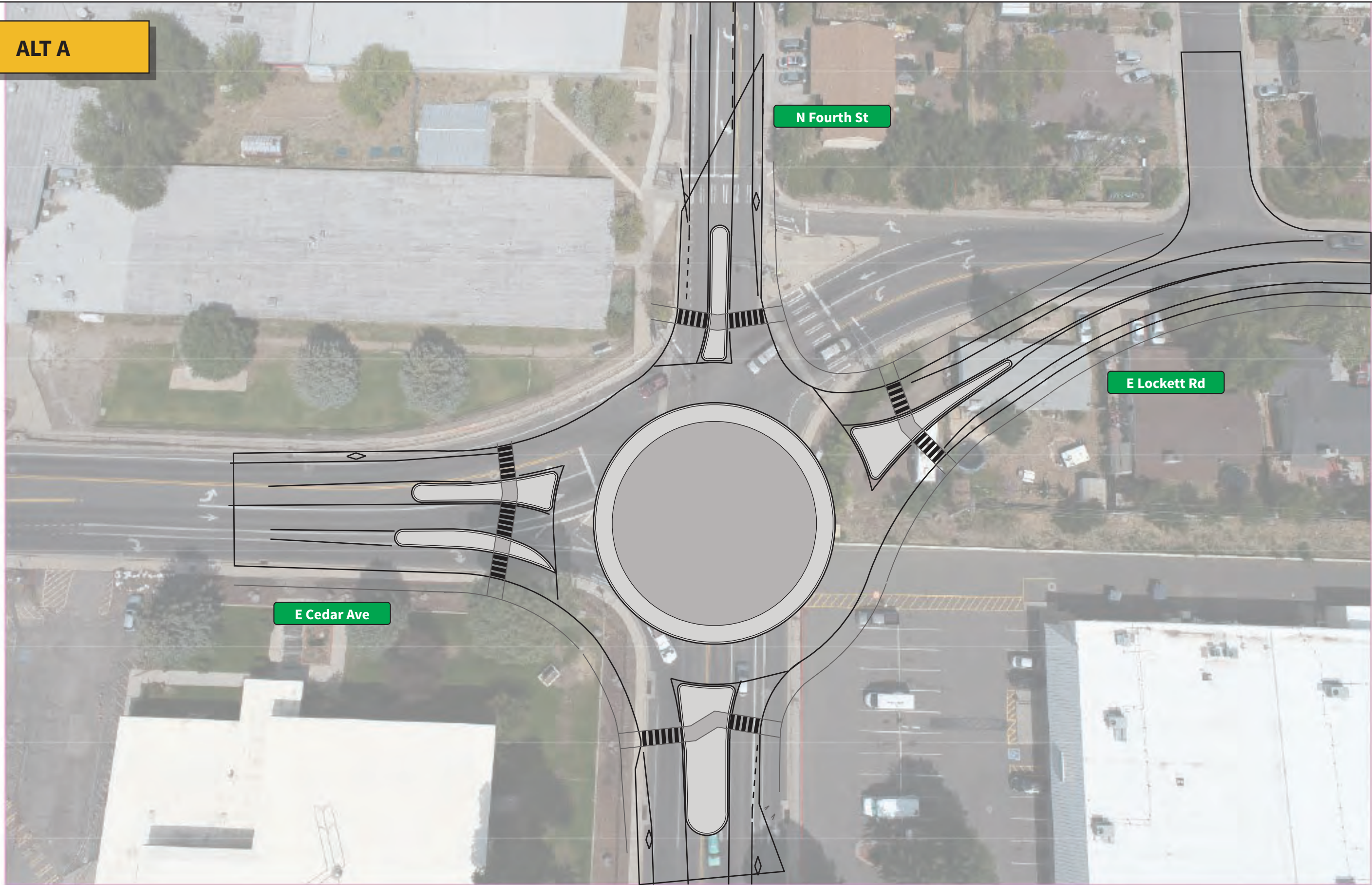
Volume Modifiers			Turning Volumes (veh/hr)					Arrival Volume Ratios			Arrival Volume Times (min)			PHF
Leg Name	%Truck	Factor	U-Turn	Exit-2	Exit-1	Bypass	Ratio1	Ratio2	Ratio3	Time1	Time2	Time3	PHF	
1 SB	5.0	1.00	0	12	136	0							0.900	
2 NB	5.0	1.00	0	204	0	614							0.900	
3 WB	5.0	1.00	0	453	8	0							0.900	

	Peak 15min Results	Bypass Type	Flow Rate (veh/hr)		Opp Rate (veh/hr)		Capacity (veh/hr)		Ave VCR		Ave Del (sec/veh)		Max Q (veh)		Max Q95% (veh)		LOSA-F			
			Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Entry	Bypass	Leg	Entry	Bypass	Entry	Bypass	Entry	Byp	Leg
1	SB	None	164		502		606		0.2716		7.09		7.09	0.35		0.90		A		A
2	NB	Yield	227	682	13	13	848	848	0.2672	0.8317	5.13	17.22	14.20	0.34	3.73	0.89	8.91	A	C	B
3	WB	None	512		227		766		0.6687		10.80		10.80	1.69		4.26		B		B
All	Intersection												12.37							B

# **APPENDIX B**

## **11x17 Concept Design Layouts: Alts A-E (Grey Scale)**

**ALT A**



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

12.01.20

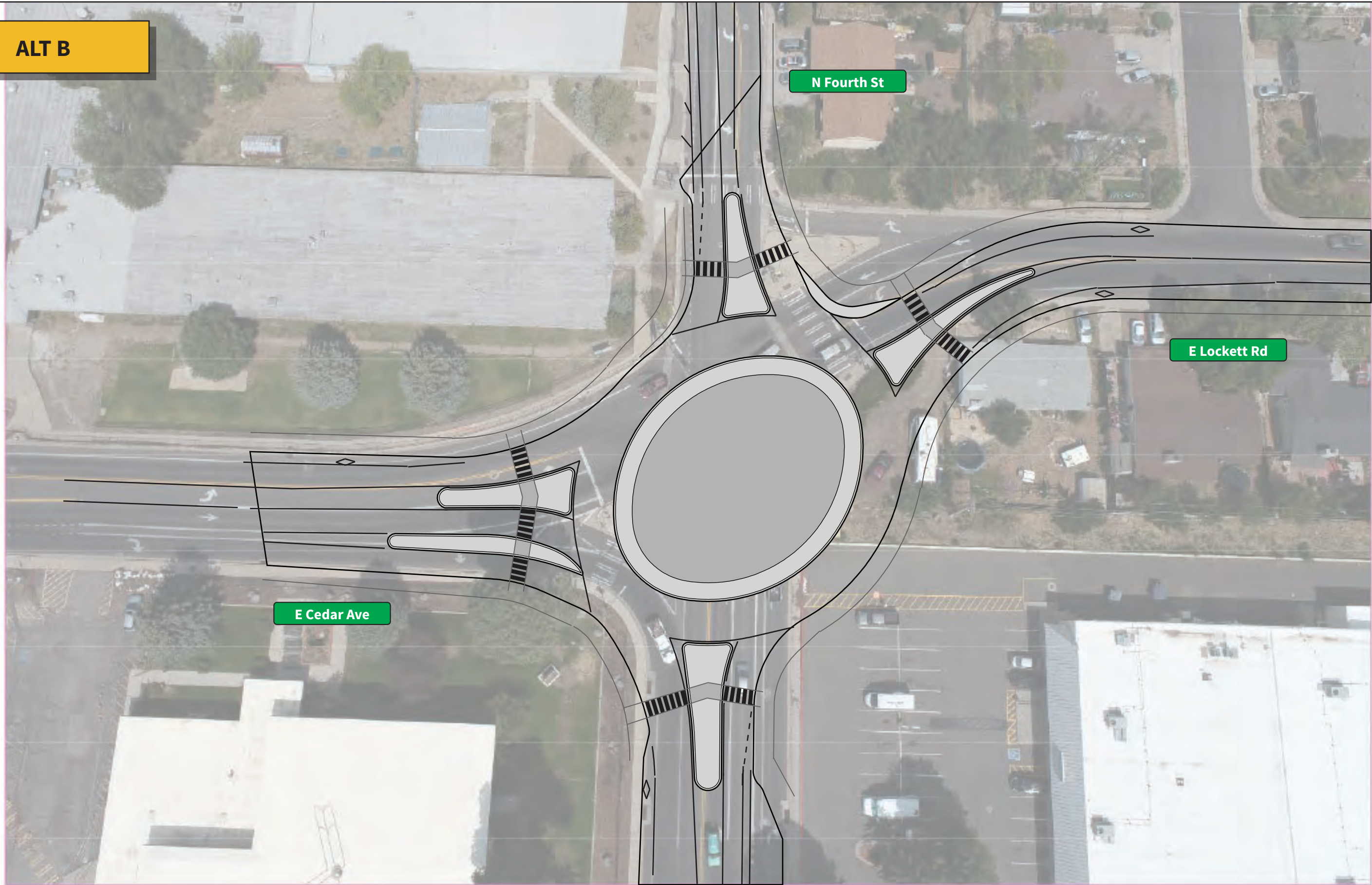
MTJ CONCEPT DESIGN  
**ALT A: WITH AERIAL**



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Madison, WI 53705  
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info@mtjengineering.com

[www.mtjengineering.com](http://www.mtjengineering.com)

**ALT B**



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

12.01.20

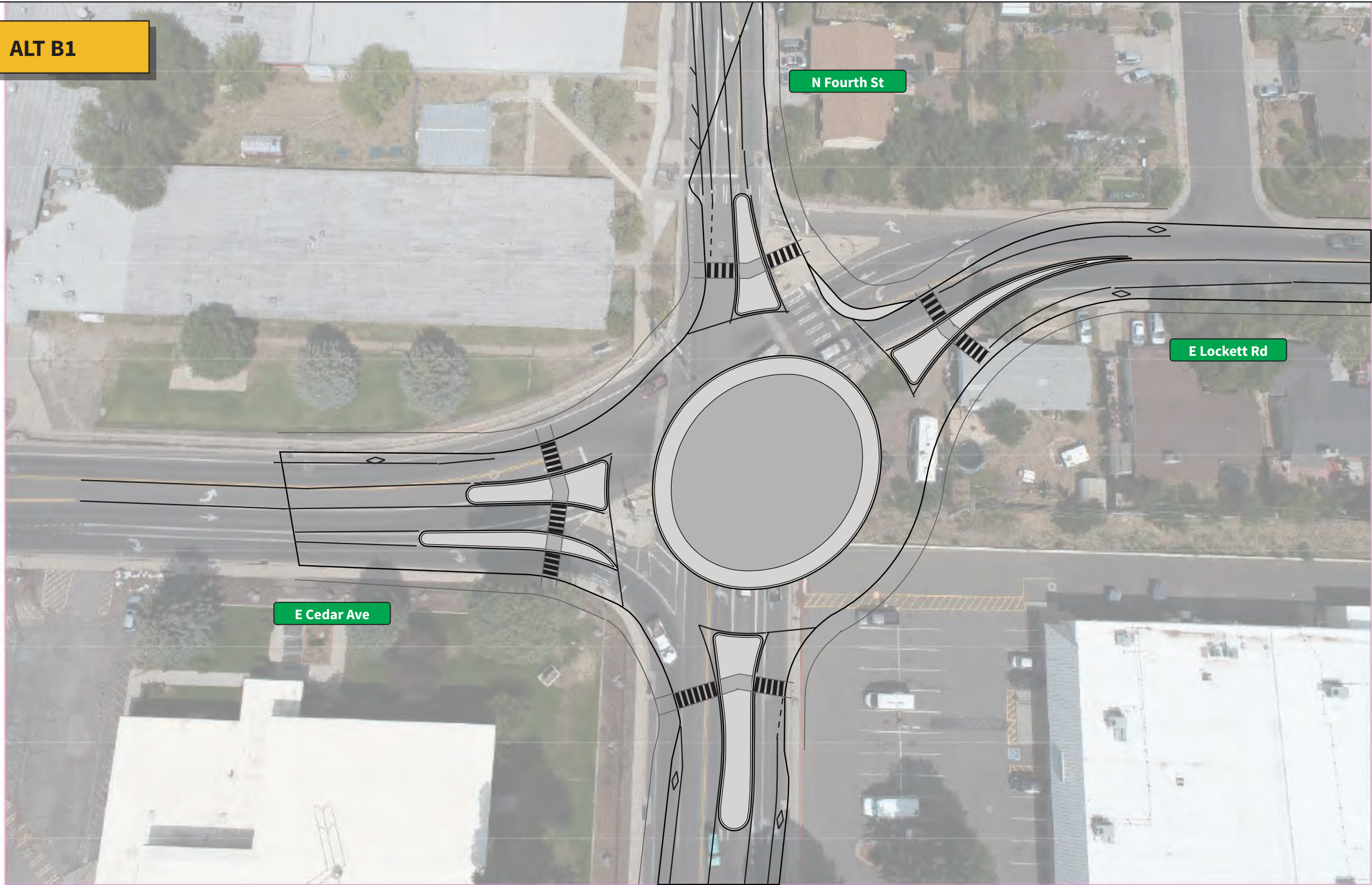
MTJ CONCEPT DESIGN  
**ALT B: WITH AERIAL**



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info@mtjengineering.com

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**ALT B1**



N Fourth St

E Lockett Rd

E Cedar Ave

N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

MTJ CONCEPT DESIGN  
**ALT B1: WITH AERIAL**

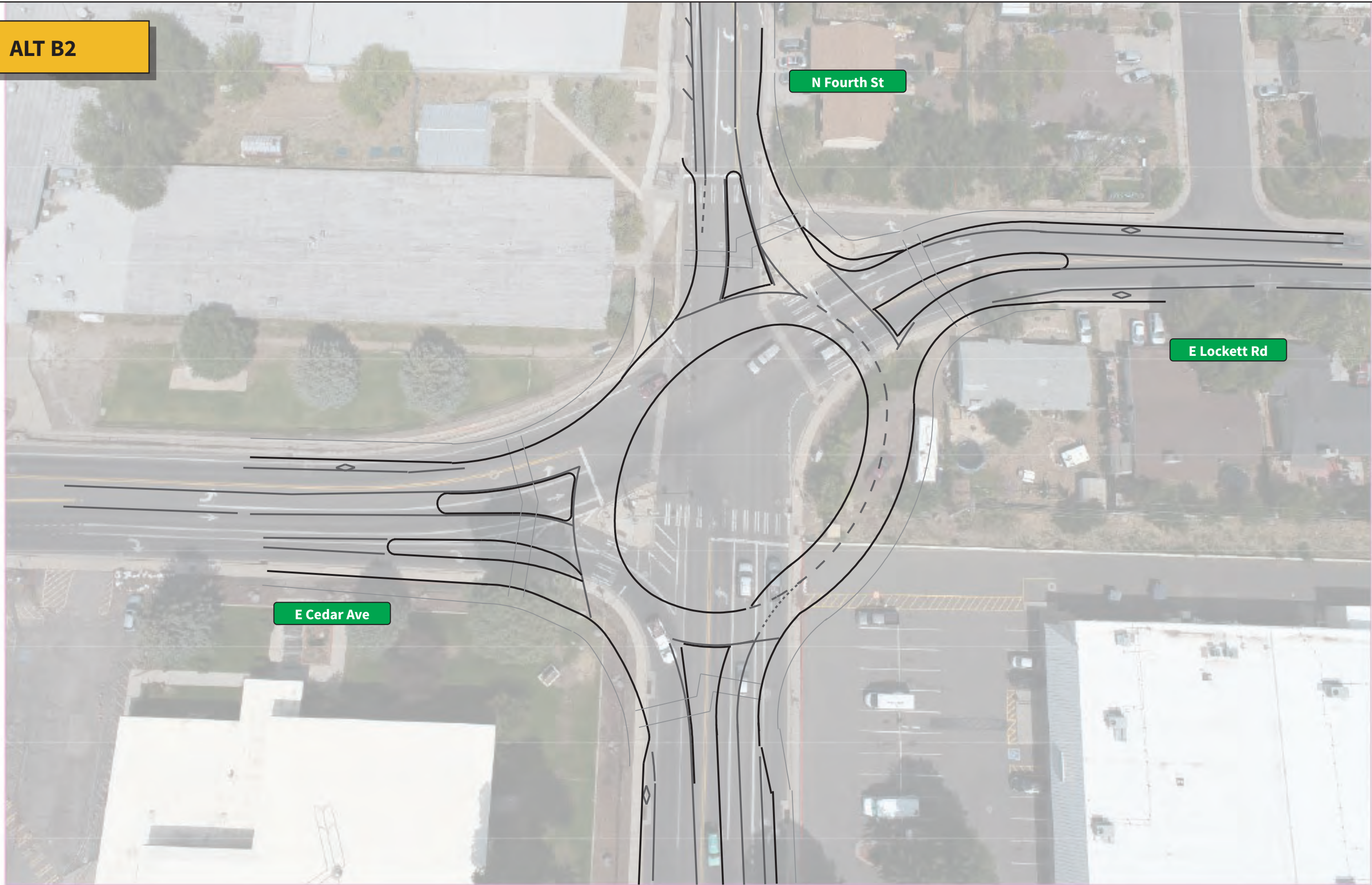


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info@mtjengineering.com

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12.01.20

**ALT B2**



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

12.01.20

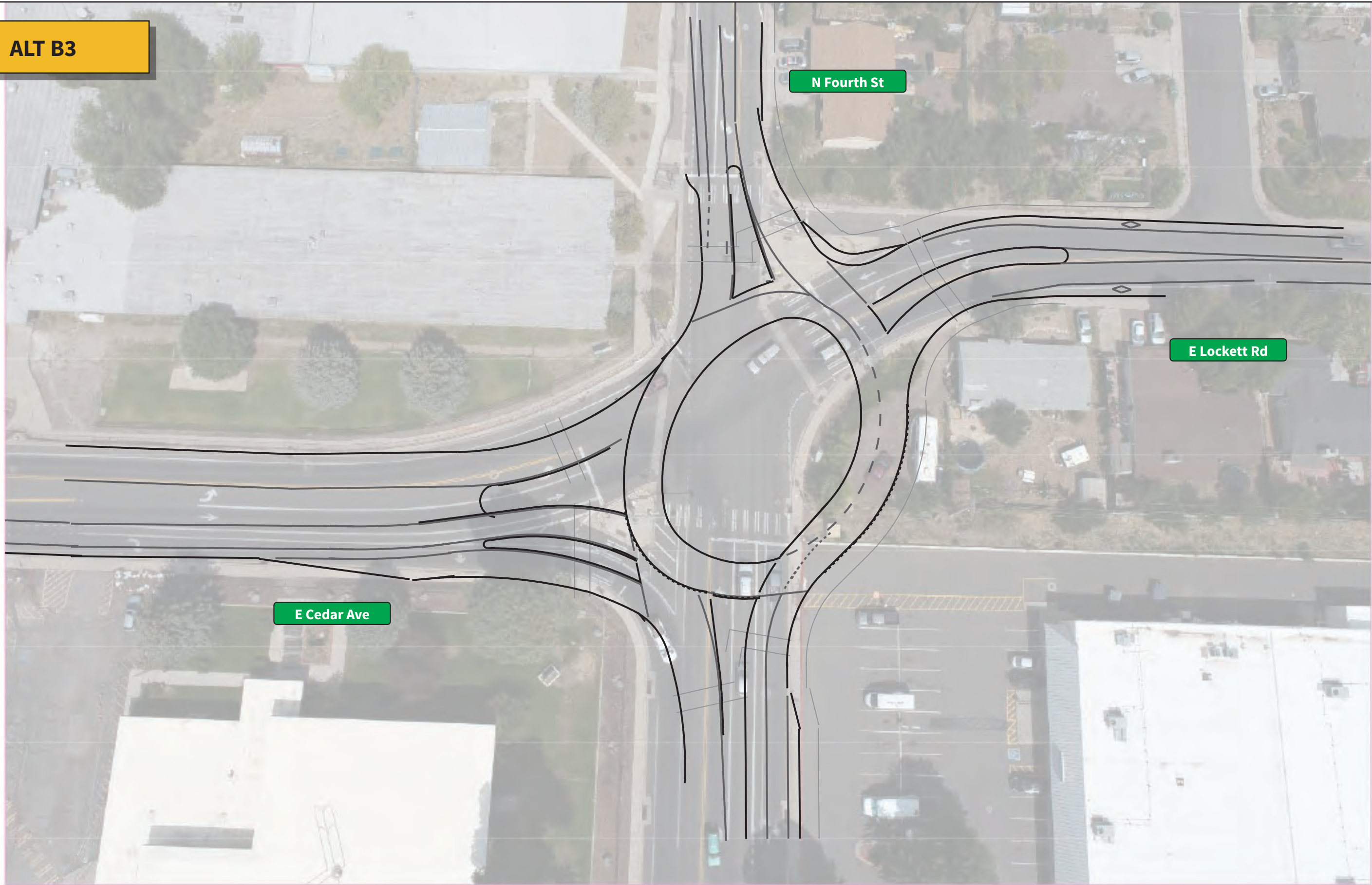
MTJ CONCEPT DESIGN  
**ALT B2: WITH AERIAL**



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**ALT B3**



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

12.01.20

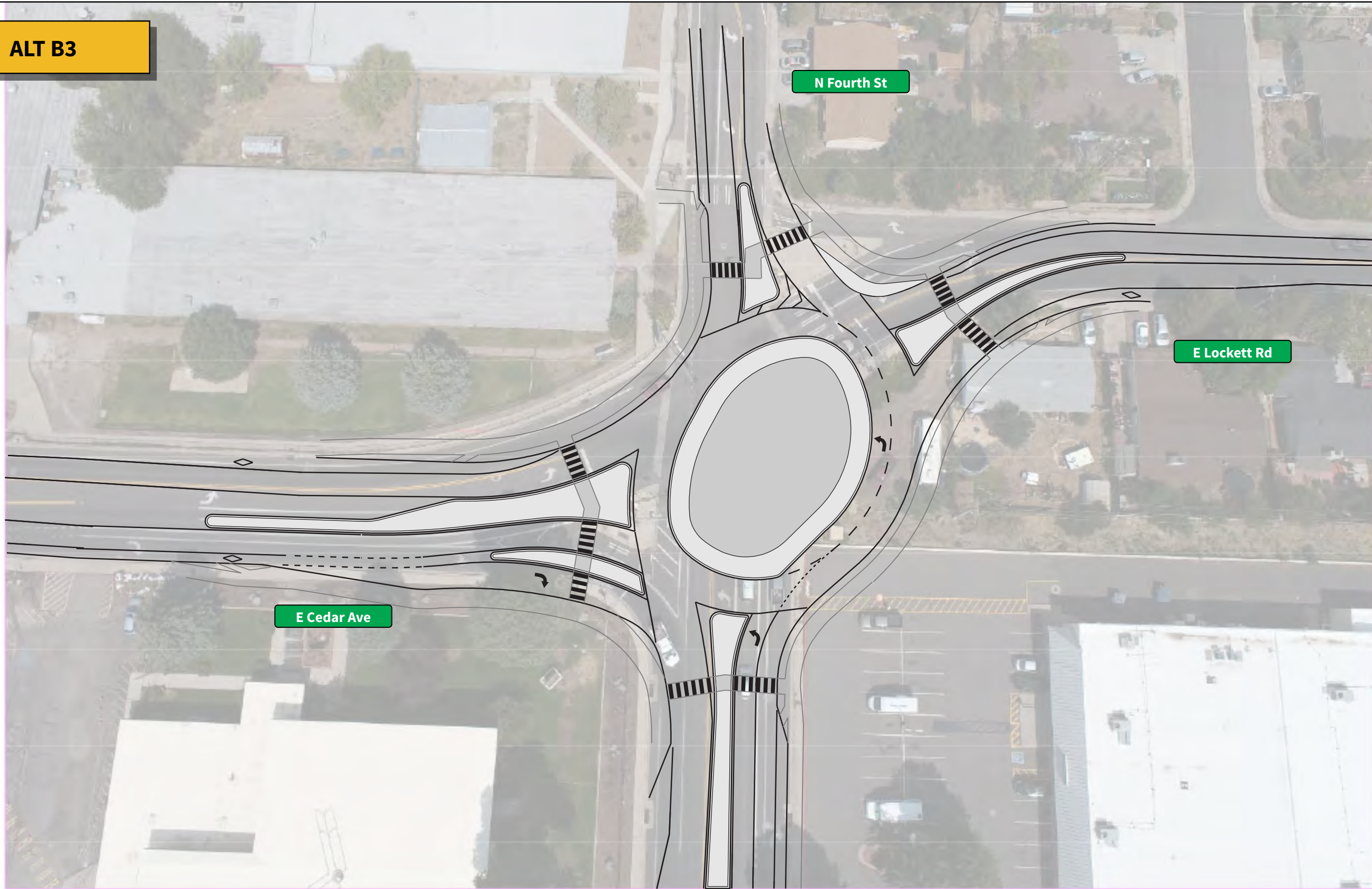
MTJ CONCEPT DESIGN  
**ALT B3: WITH AERIAL**



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**ALT B3**

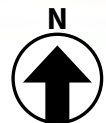


N Fourth St

E Lockett Rd

E Cedar Ave

N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

12.10.20

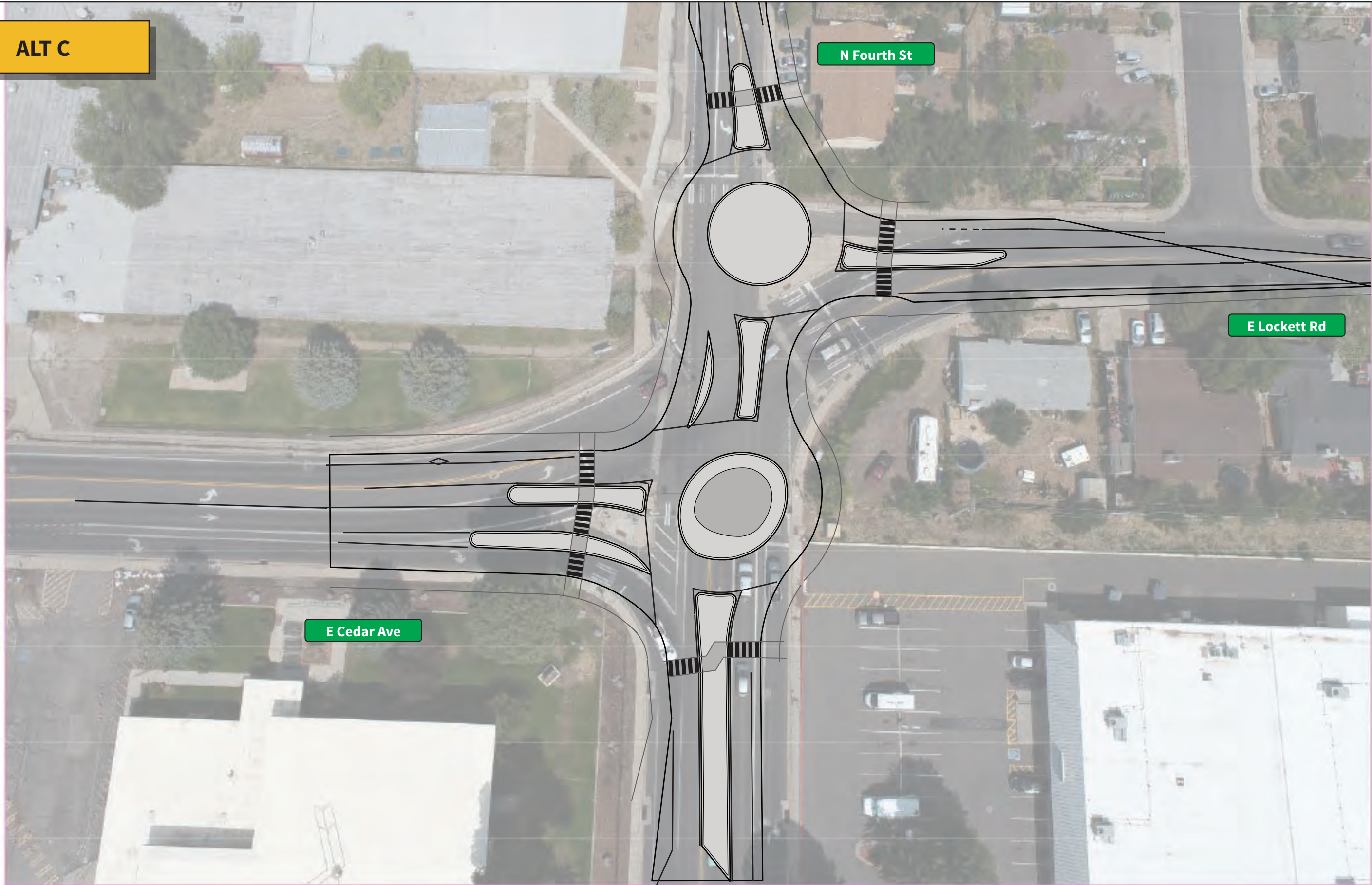
MTJ CONCEPT DESIGN  
**ALT B4: WITH AERIAL**



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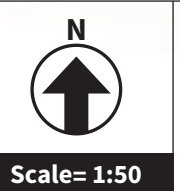
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**ALT C**



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ

12.01.20



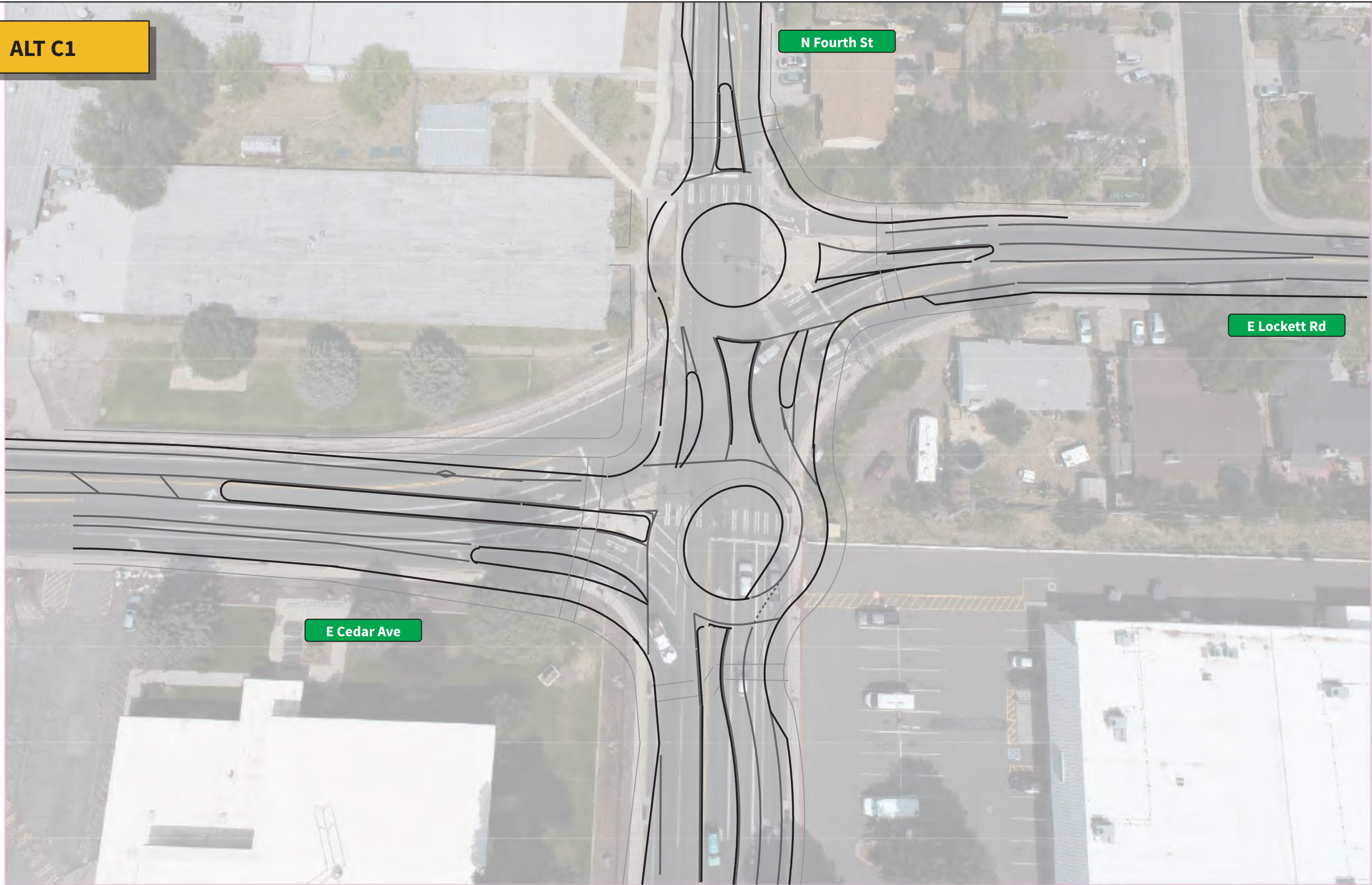
MTJ CONCEPT DESIGN  
**ALT C: WITH AERIAL**

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**ALT C1**



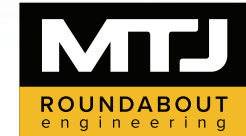
N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

12.01.20

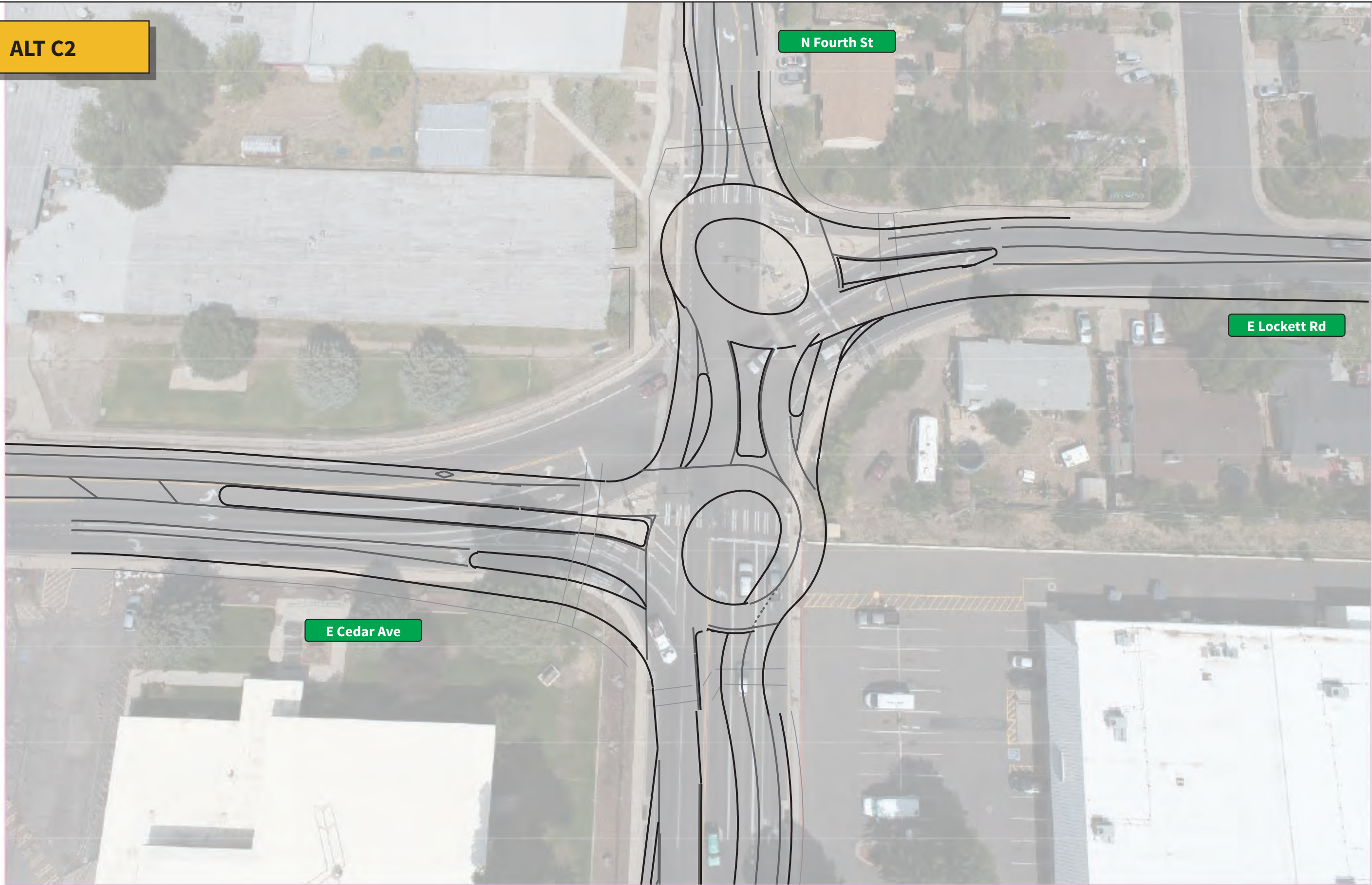
MTJ CONCEPT DESIGN  
**ALT C1: WITH AERIAL**



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**ALT C2**



N Fourth St

E Lockett Rd

E Cedar Ave

N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

12.01.20

MTJ CONCEPT DESIGN  
**ALT C2: WITH AERIAL**



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**ALT C3**



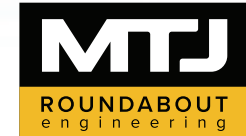
N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

12.01.20

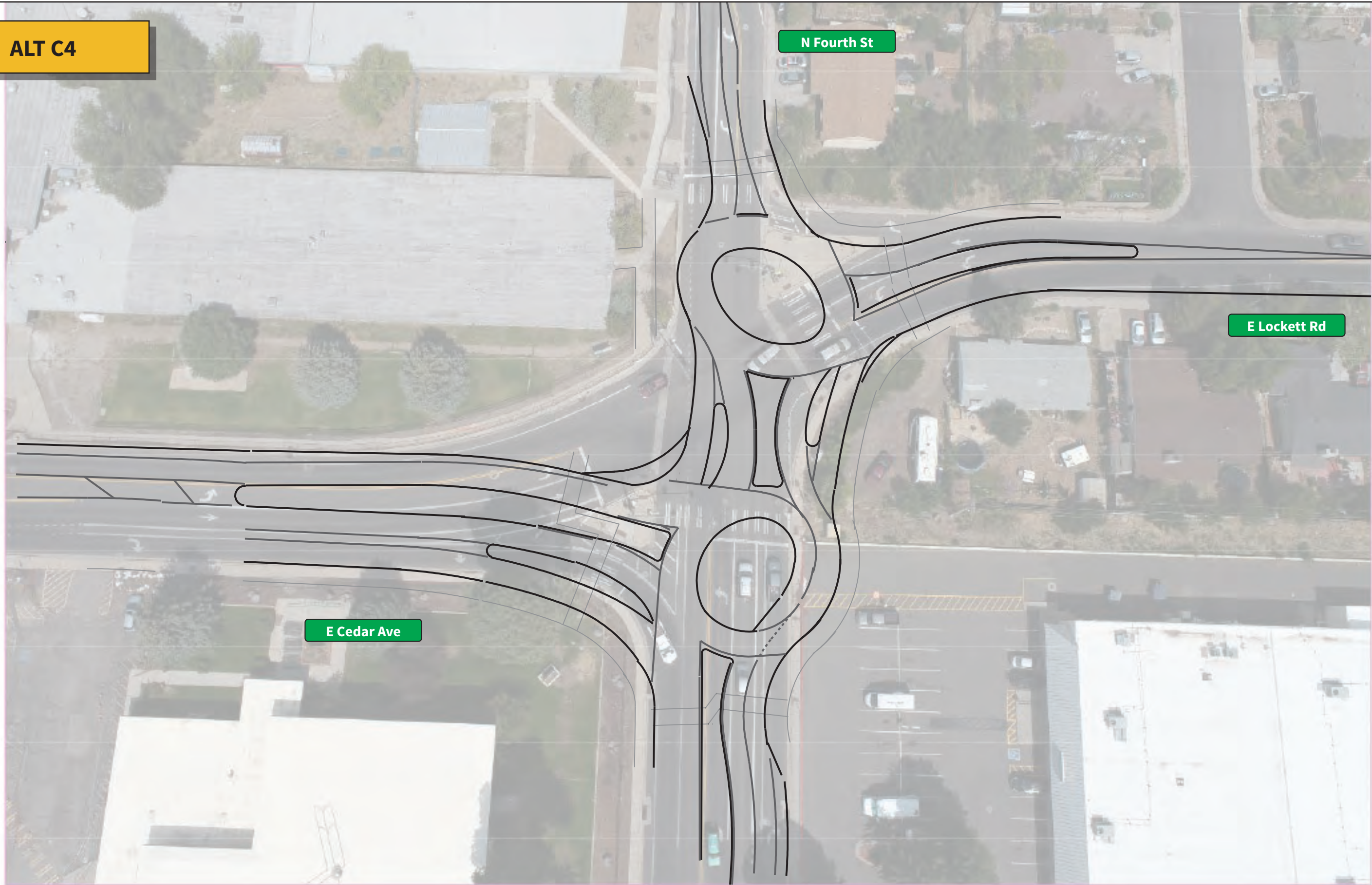
MTJ CONCEPT DESIGN  
**ALT C3: WITH AERIAL**



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**ALT C4**



N Fourth St

E Lockett Rd

E Cedar Ave

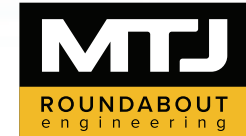
N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

12.01.20

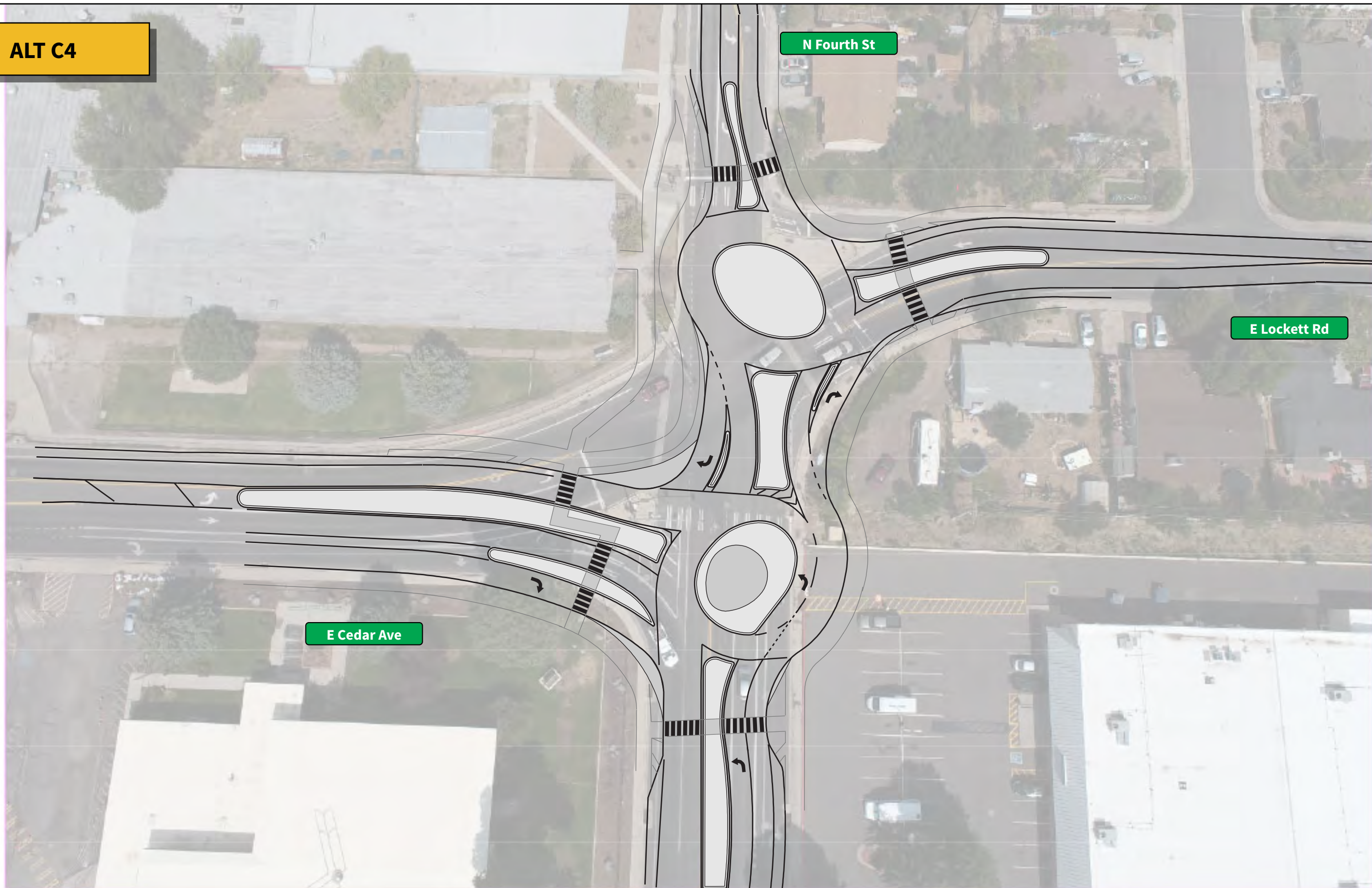
MTJ CONCEPT DESIGN  
**ALT C4: WITH AERIAL**



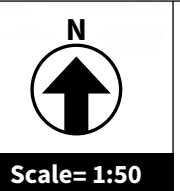
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**ALT C4**



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ  
12.10.20



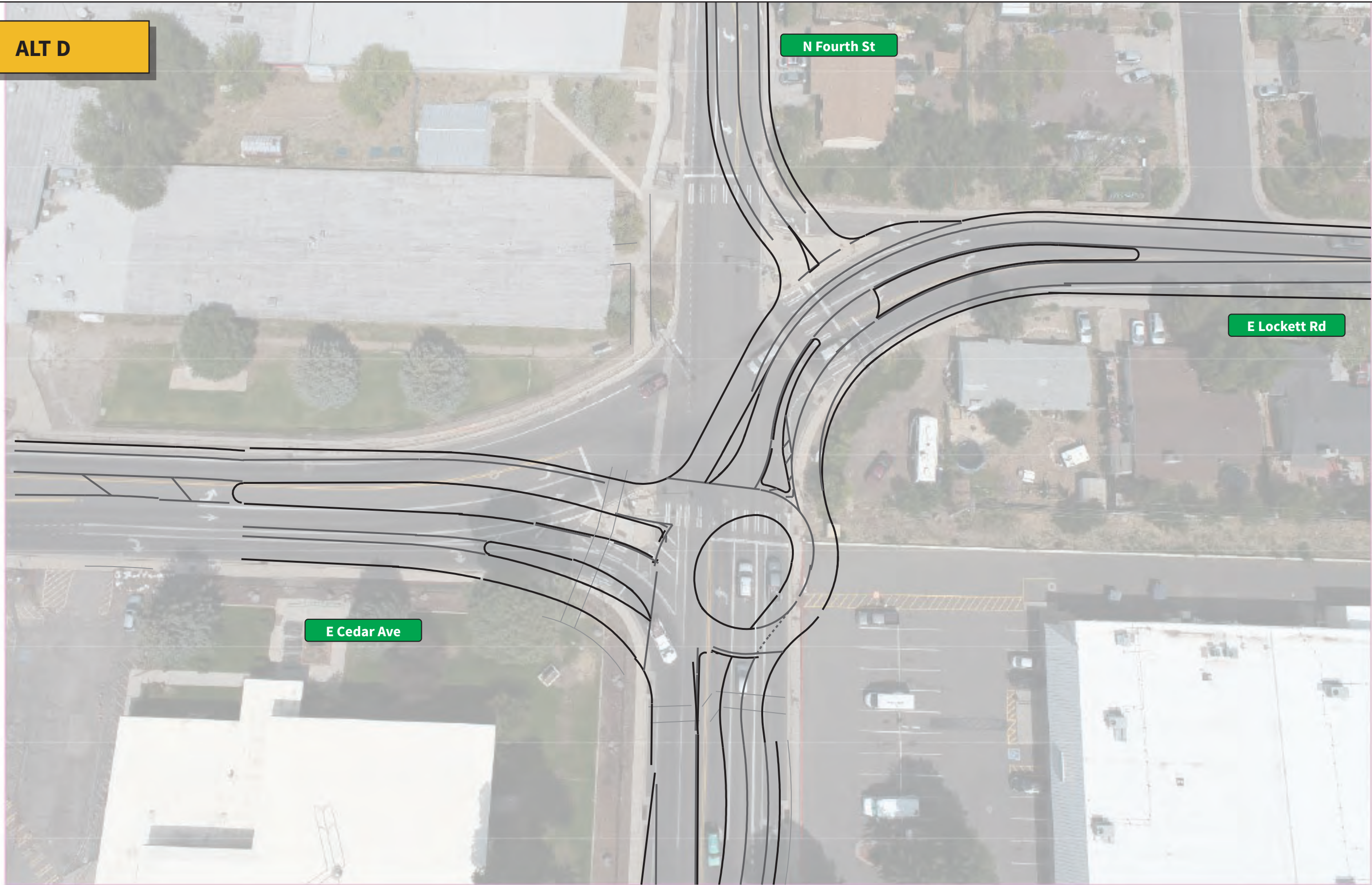
MTJ CONCEPT DESIGN  
**ALT C4: WITH AERIAL**

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**ALT D**



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

12.01.20

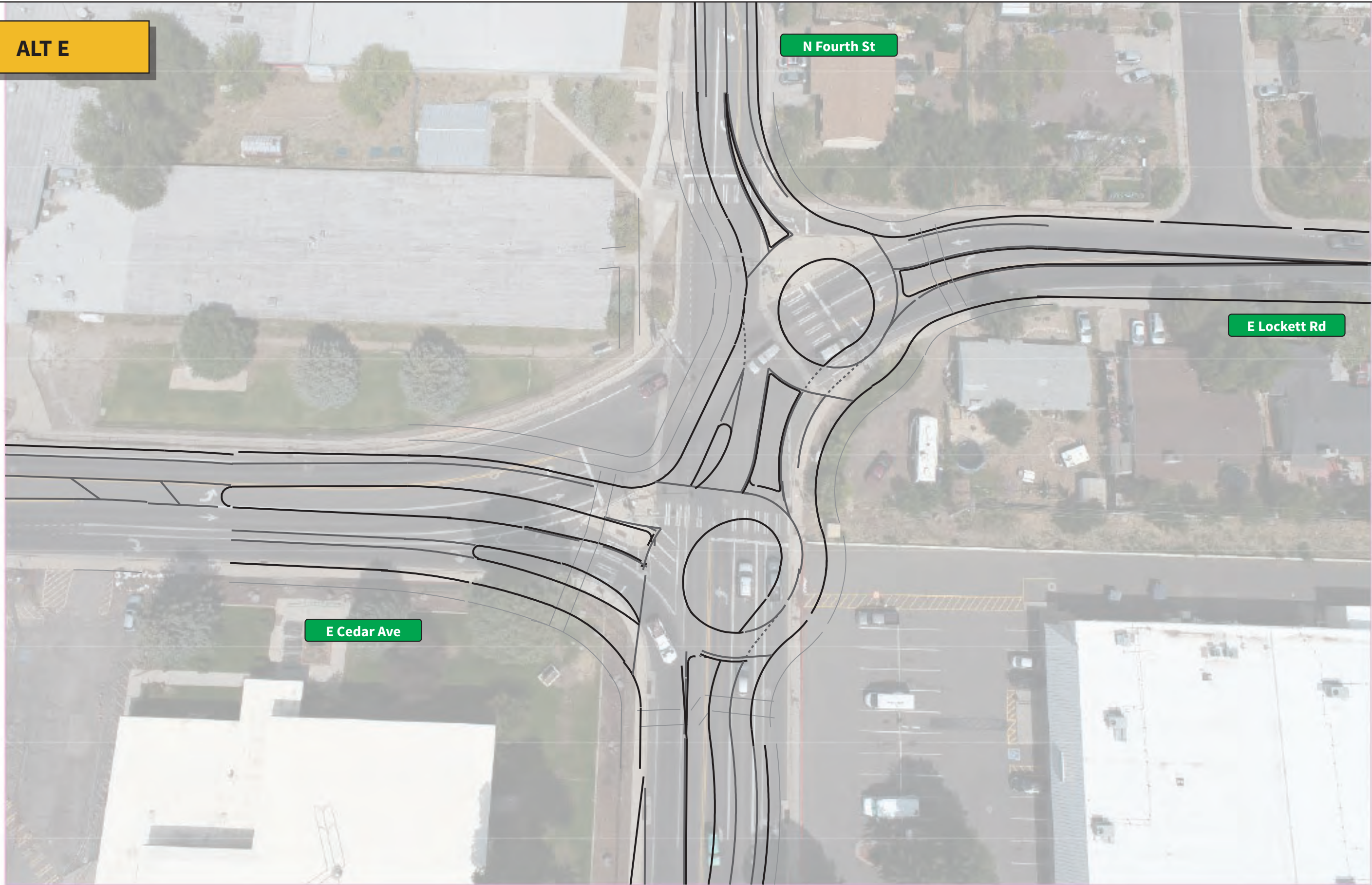
MTJ CONCEPT DESIGN  
**ALT D: WITH AERIAL**



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**ALT E**



N Fourth St

E Lockett Rd

E Cedar Ave

N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

12.01.20

MTJ CONCEPT DESIGN  
**ALT E: WITH AERIAL**



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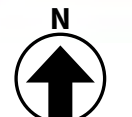
# **APPENDIX C**

**11x17 Concept Design Exhibits:  
Alts A, B, B1, B4, C, C4 (Colorized)**

**ALT A**



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

MTJ CONCEPT DESIGN  
**ALT A: COLOR WITH AERIAL**




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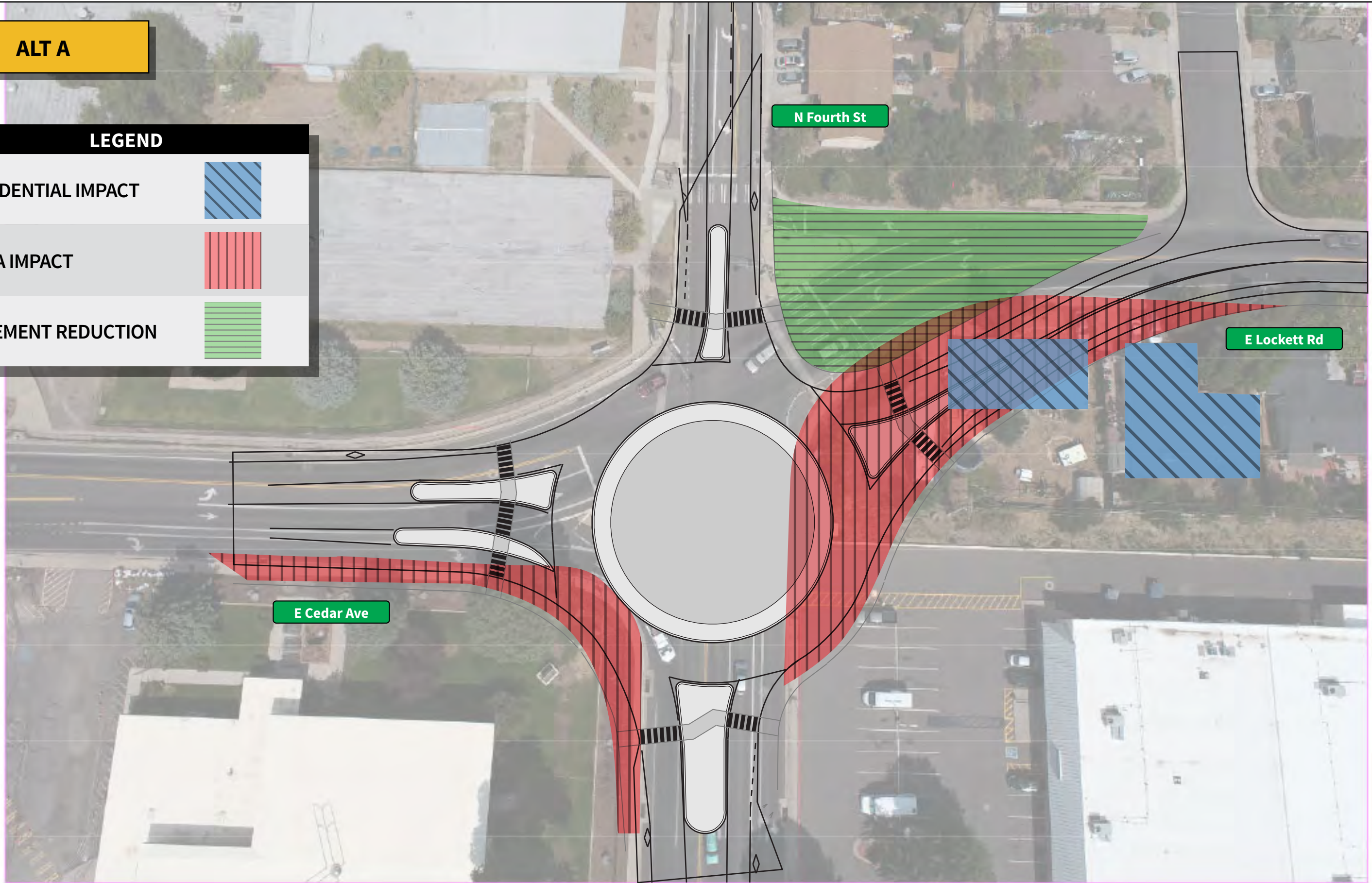
[www.mtjengineering.com](http://www.mtjengineering.com)

12.10.20

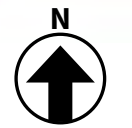
**ALT A**

**LEGEND**

- RESIDENTIAL IMPACT 
- AREA IMPACT 
- PAVEMENT REDUCTION 



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

MTJ CONCEPT DESIGN  
**ALT A: IMPACTS**

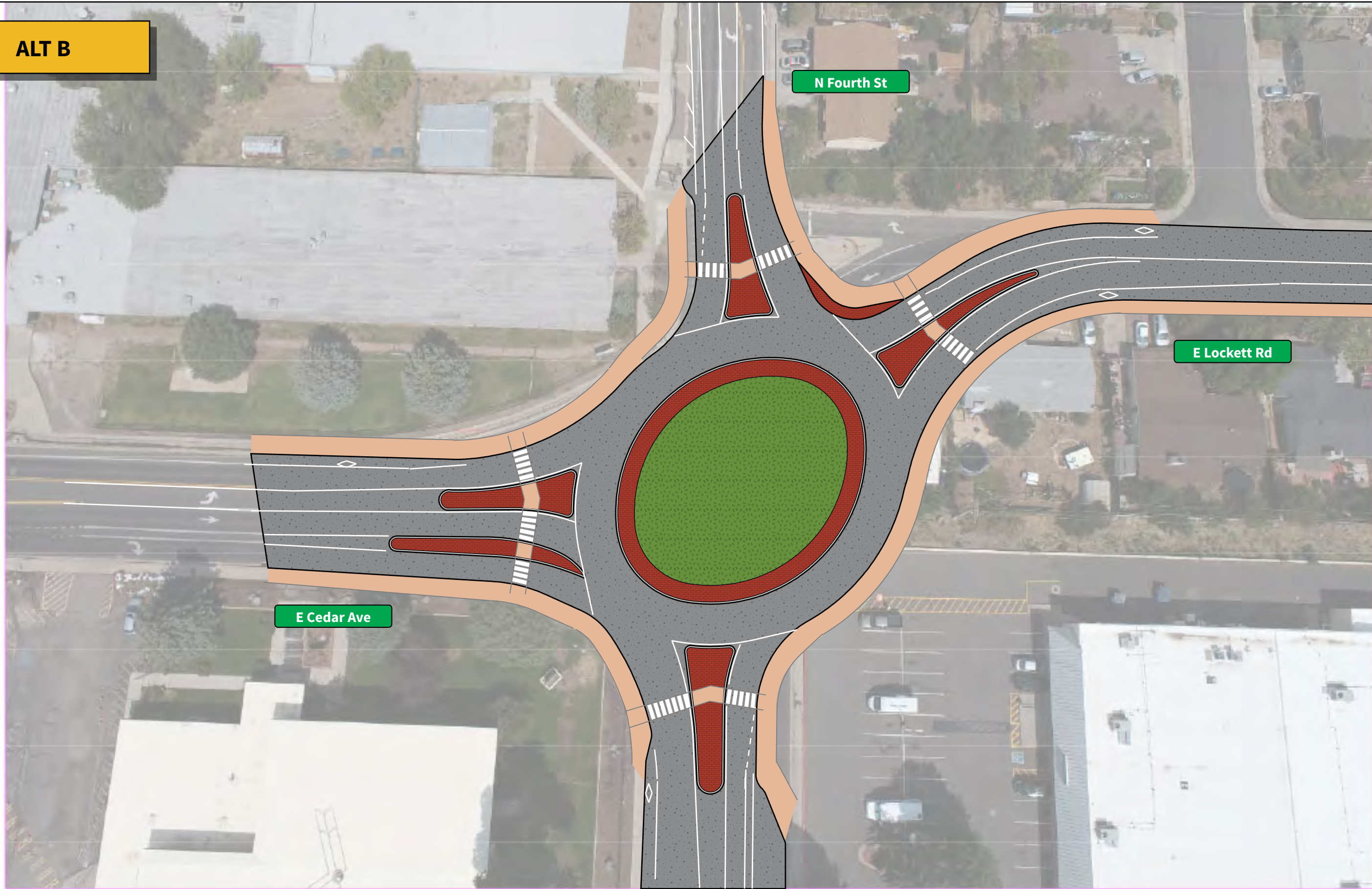


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info@mtjengineering.com

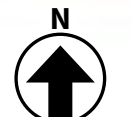
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12.10.20

**ALT B**



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

MTJ CONCEPT DESIGN  
**ALT B: COLOR WITH AERIAL**





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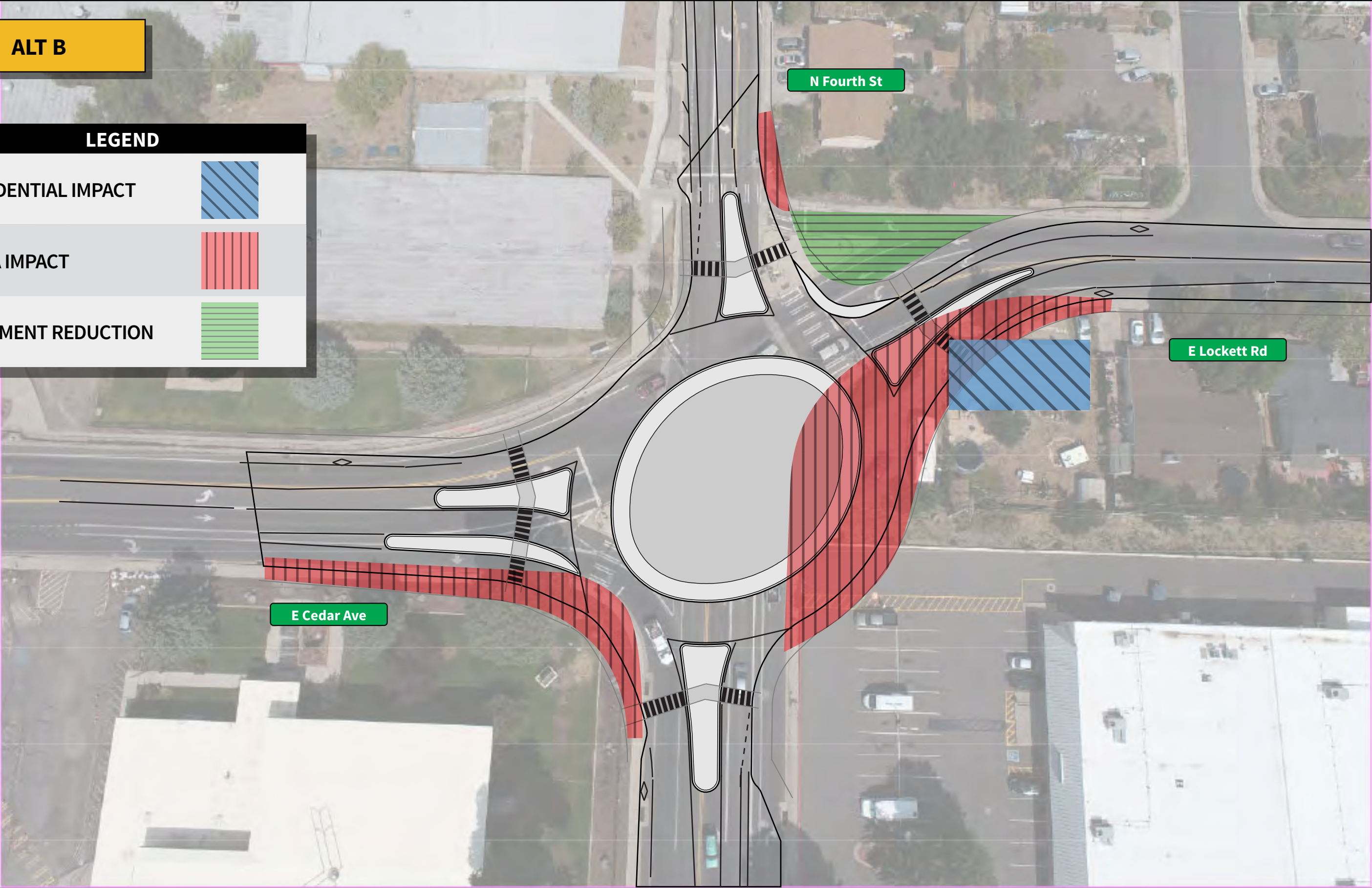
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12.10.20

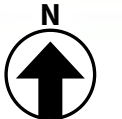
**ALT B**

**LEGEND**

RESIDENTIAL IMPACT	
AREA IMPACT	
PAVEMENT REDUCTION	



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

12.10.20

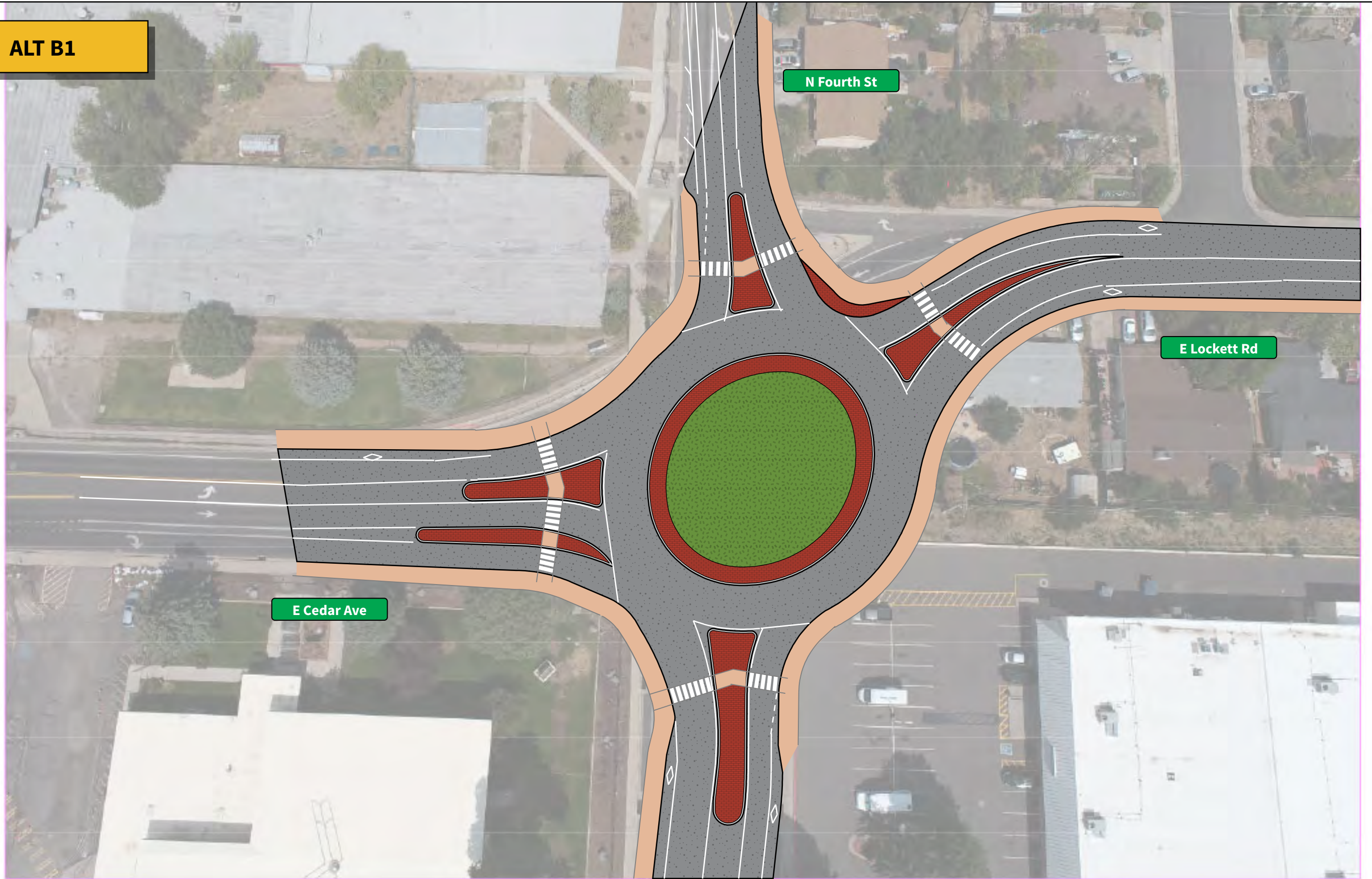
MTJ CONCEPT DESIGN  
**ALT B: IMPACTS**



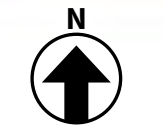
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info@mtjengineering.com

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**ALT B1**



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

MTJ CONCEPT DESIGN  
**ALT B1: COLOR WITH AERIAL**




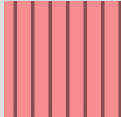
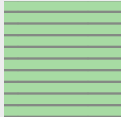
313 Price Place, Suite #11  
Madison, WI 53705  
608.238.5000  
info@mtjengineering.com

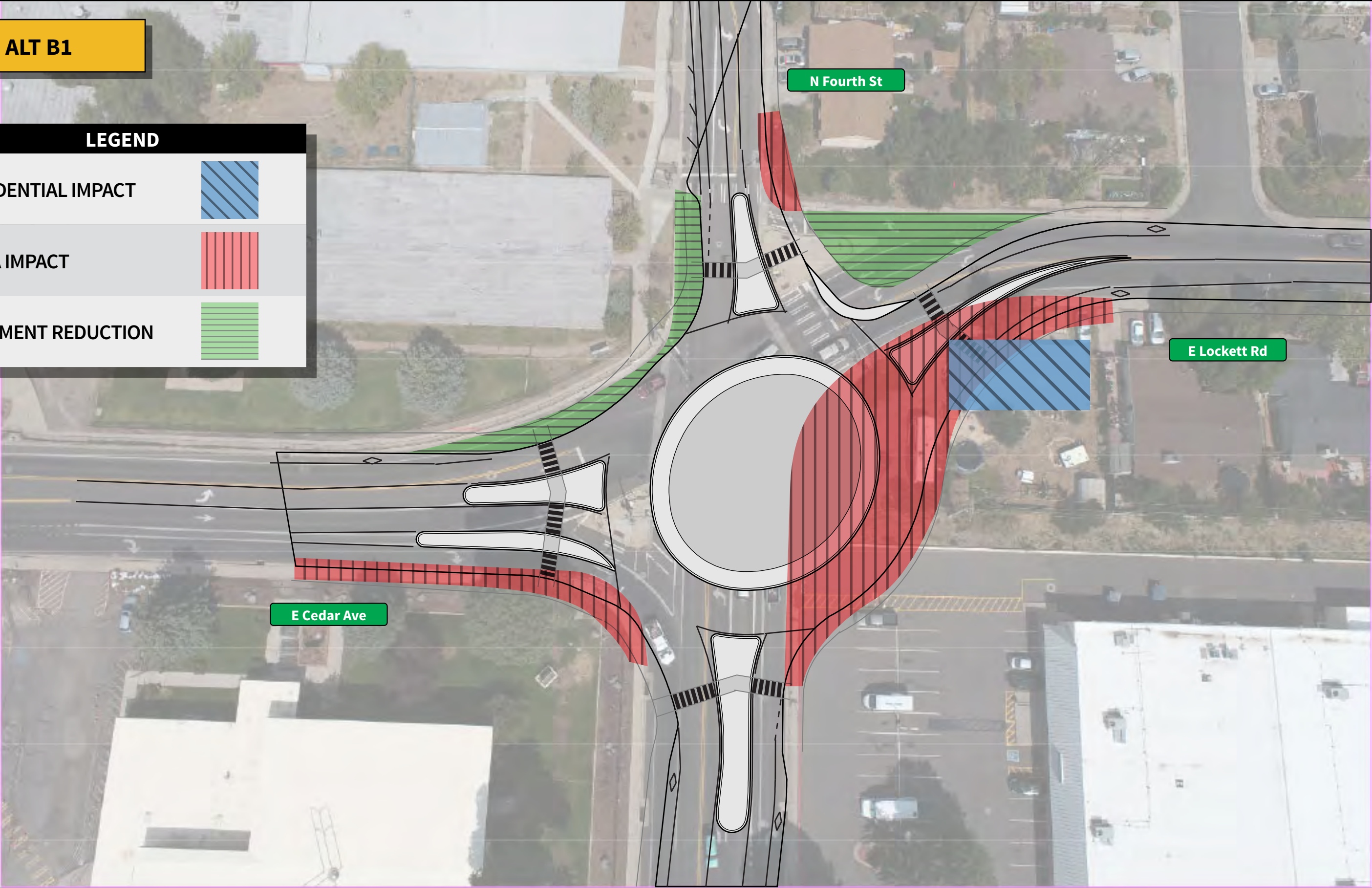
[www.mtjengineering.com](http://www.mtjengineering.com)

12.10.20

**ALT B1**

**LEGEND**

RESIDENTIAL IMPACT	
AREA IMPACT	
PAVEMENT REDUCTION	



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

12.10.20

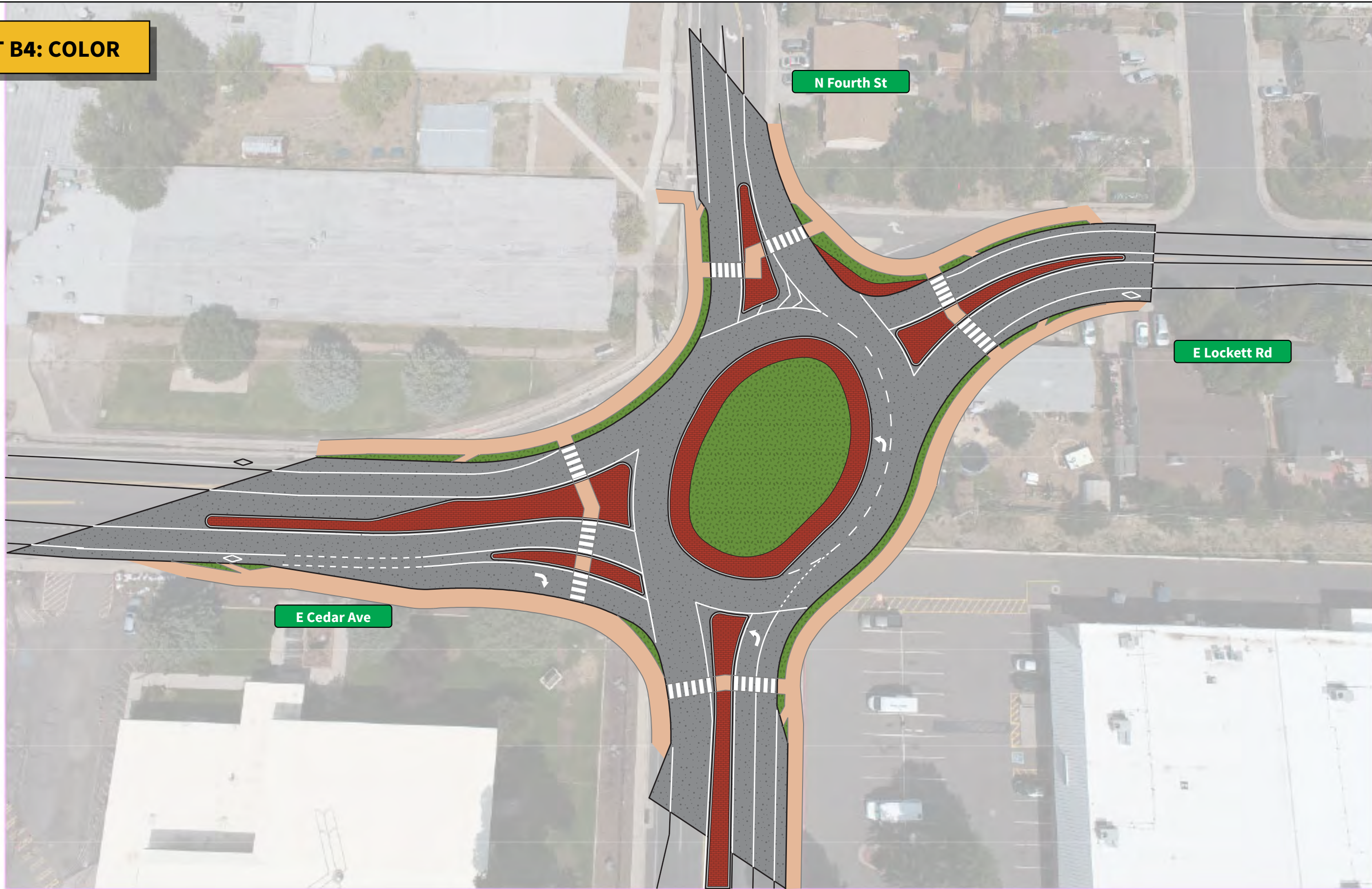
MTJ CONCEPT DESIGN  
**ALT B1: IMPACTS**



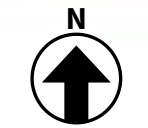
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info@mtjengineering.com

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**ALT B4: COLOR**



N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

12.10.20

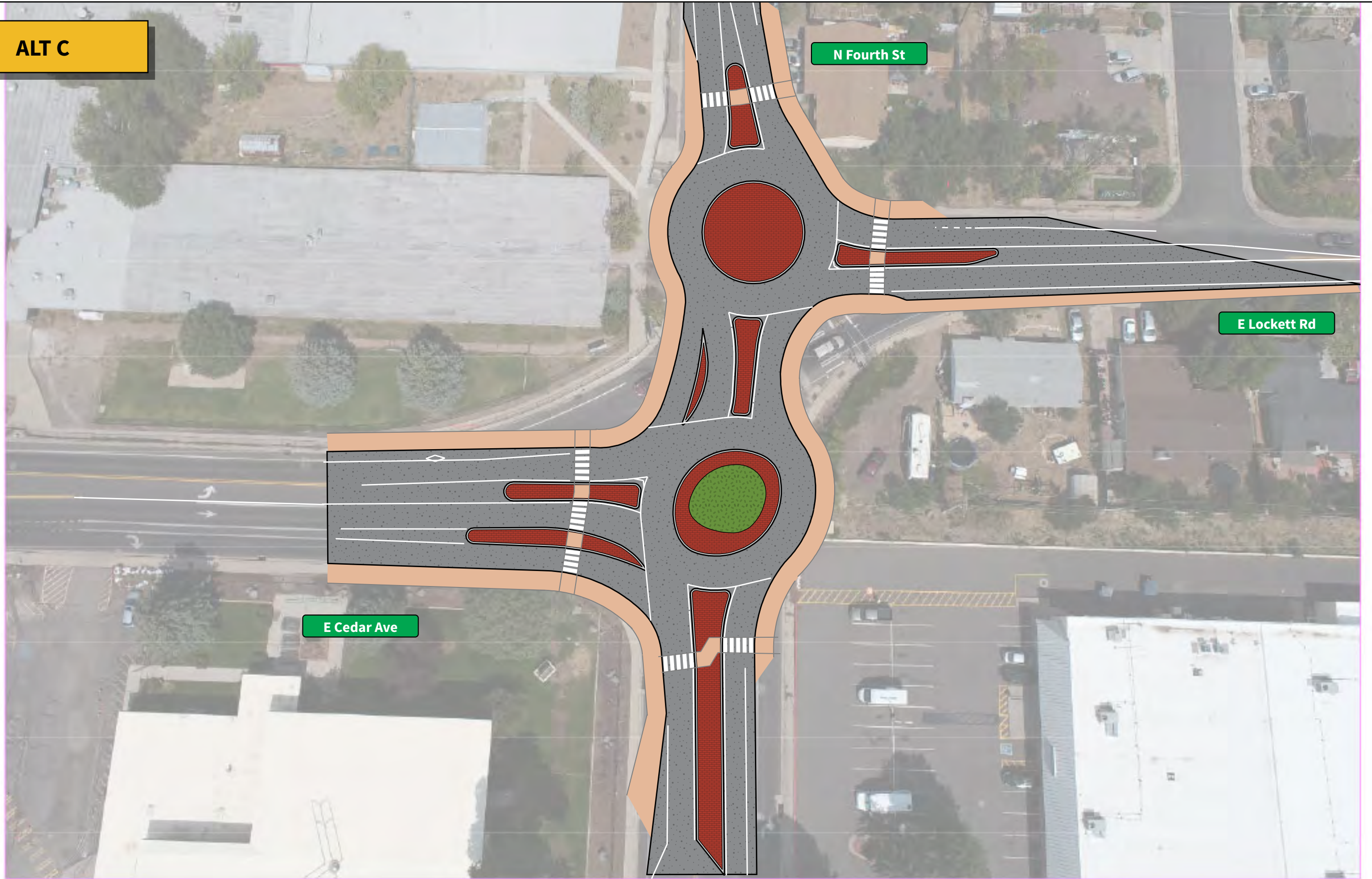
MTJ CONCEPT DESIGN  
**ALT B4: COLOR WITH AERIAL**



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**ALT C**

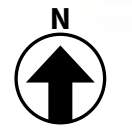


N Fourth St

E Lockett Rd

E Cedar Ave

N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

MTJ CONCEPT DESIGN  
**ALT C: COLOR WITH AERIAL**




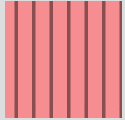
313 Price Place, Suite #11  
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608.238.5000  
info@mtjengineering.com

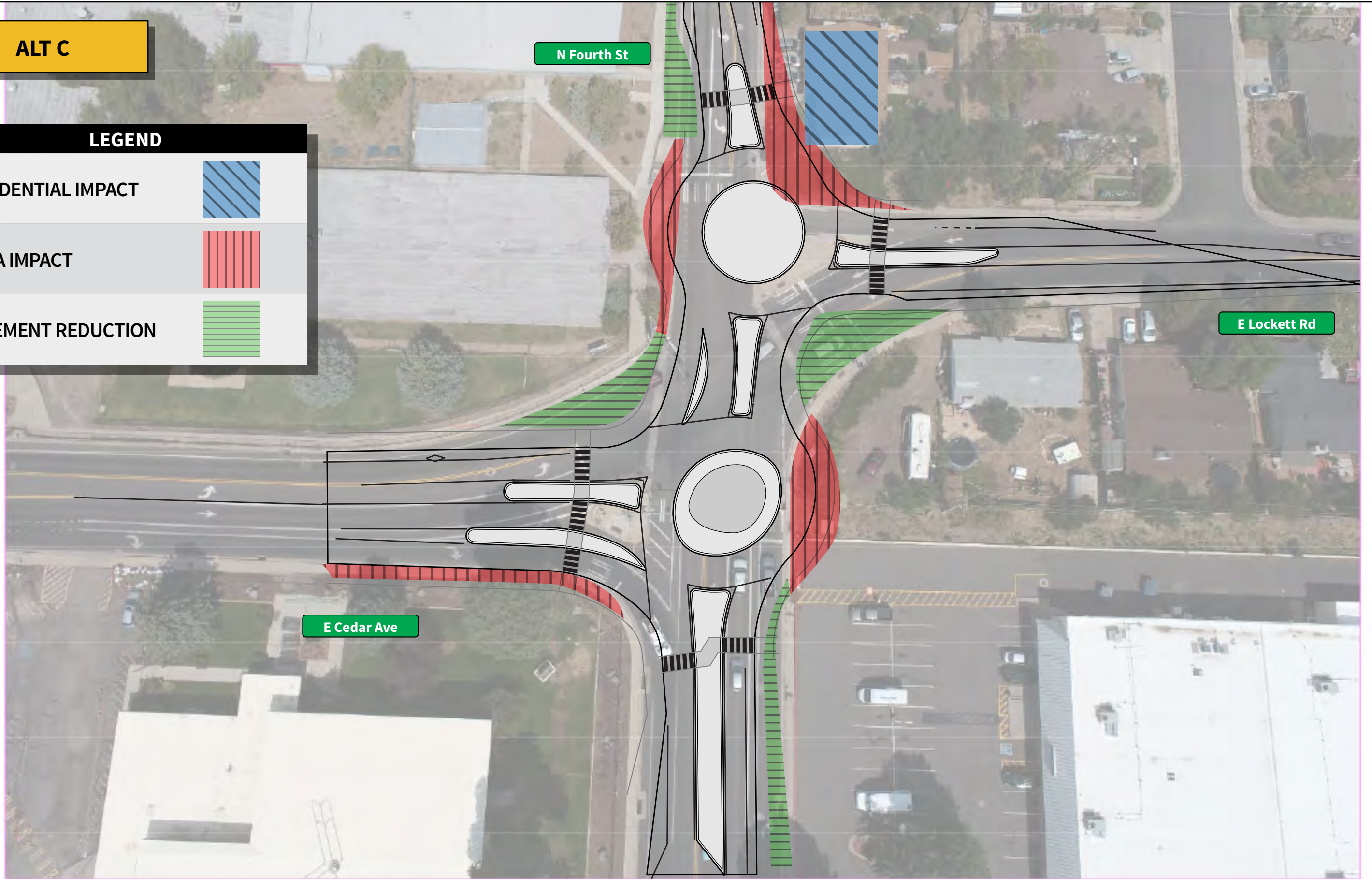
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12.10.20

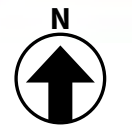
**ALT C**

**LEGEND**

RESIDENTIAL IMPACT	
AREA IMPACT	
PAVEMENT REDUCTION	

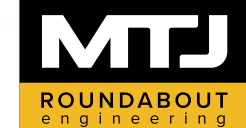


N Fourth St. @  
E Cedar Ave. & E Lockett Rd.  
Flagstaff, AZ



Scale= 1:50

MTJ CONCEPT DESIGN  
**ALT C: IMPACTS**



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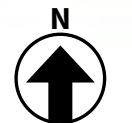
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**ALT C4: COLOR**



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Scale= 1:50

12.10.20

MTJ CONCEPT DESIGN  
**ALT C4: COLOR WITH AERIAL**



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EVALUATION CRITERIA		Design Alternative		
		B4 - Single Roundabout	C5 - Double Roundabout	Existing Signal
Geometry / Complexity		-	Two roundabouts more complex than one	-
		<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>
		4	2	3
Safety	Vehicular Safety	8 Vehicular Conflicts	10 vehicular conflicts	32 vehicular conflicts
		<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>
	4	3	2	
	Bike Safety	Less Merging	More Merging	No bike accommodations
		<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>
	4	3	2	
	Pedestrian Safety	Parkways (separate peds from traffic)	Crossings are further apart	Missing crossing
		<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>
4	3	2		
Driver Familiarity	Single roundabout more familiar	Double Roundabout	Typical	
	<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>	
4	2	3		
Constructability		Wall may be required on NE corner which may require special construction methods due to proximity of house.	Possibly more complicated traffic control. Wall may be required on NE corner which may require special construction methods due to proximity of house.	-
		<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>
		3	2	3
Operations	Auto/Bus Level of Service	Future LOS Acceptable	Future LOS- Better AM, Similar PM	Lower LOS, Future LOS unacceptable
		<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>
	3	4	2	
	Ease of Use/Comfort for Bicycles	Wider (10') multi-use path, maybe wider lanes, may want separated facility	Going through two intersections vs one using the vehicle travel lane more tough	Long crossing with intersection offsets
		<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>
	3	2	2	
Ease of Use/Comfort for Pedestrians	With islands much shorter crossings w/o signal	With islands much shorter crossings w/o signal	-	
	<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>	
4	4	3		
Bus/Truck Accommodation	Accommodates WB 67 + Bus	Accommodates WB 67 + Bus	Accommodates WB 67 + Bus	
	<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>	
3	3	3		
Env. Impacts	Noise Quality	Less acceleration and deceleration noise	Less acceleration and deceleration noise	No change acceleration and deceleration noise
		<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>
	4	4	3	
	Air Quality	Less emissions due to smoother flow	Less emissions due to smoother flow	More emission due to stop and go traffic and longer idling
		<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>
	4	4	2	
	HAZMAT	Removal of building would likely result in additional ACM & LBP sampling and Phase I Site Assessment	May require some additional ACM and LBP sampling.	No additional HAZMAT work required
		<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>
1	2	3		
Level of NEPA Documentation	Due to ROW requirements, residential displacement, impacts to access for residential/businesses, and/or community impacts, the project may require a D checklist.	Would more than likely remain under existing CE checklist	No CE required	
	<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>	
1	2	3		
Utility Impacts		Similar with both	Similar with both	-
		<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>
		2	2	3
EVALUATION CRITERIA		B4 - Single Roundabout	C5 - Double Roundabout	Existing Signal
Access Management		Provides more management with median islands	Provides more management with median islands	Access Managed at Signal
		<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>
		4	4	2
Right-of-Way		More property to take. (Approx. 16,000 sq. ft.)	Less property to take. (Approx. 10,000 sq. ft.)	Existing
		<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>
		1	2	3
Stakeholder Acceptance	Bike & Ped Committee	BAC PAC Feedback	BAC PAC Feedback	BAC PAC Feedback
		<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>
	4	3	2	
	Transportation Commission	TC Feedback	TC Feedback	TC Feedback
<b>Net Effect:</b>		<b>Net Effect:</b>	<b>Net Effect:</b>	
4	3	2		
Character Improvement Opportunities		Larger Landscaping opportunities. May allow for realigning NW pedestrian access to not be elevated and possible removal of some existing wall.	Smaller Landscaping opportunities. May allow for realigning NW pedestrian access to not be elevated and removal of existing wall.	No change
		<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>
		5	4	2
Building/Structures Impact		One residential home take. Possible driveway/access impacts to adjacent home to east of full take.	Loss of side yard and access, no building impact	No Impacts
		<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>
		1	2	3
Project Costs	Construction	May be slightly less, but very close in cost	May be slightly more, but very close in cost	No cost, existing
		<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>
		2	2	3
	Operations & Maintenance	Signing and Striping	Signing and Striping	Signal equipment maintenance
		<b>Net Effect:</b>	<b>Net Effect:</b>	<b>Net Effect:</b>
	4	4	3	
	ROW	Full property acquisition	Partial property acquisitions	No change
<b>Net Effect:</b>		<b>Net Effect:</b>	<b>Net Effect:</b>	
1	2	3		
<b>Total Net Effect:</b>		<b>74</b>	<b>68</b>	<b>62</b>

**Criteria Rating**

- 1 - Strong Disadvantage
- 2 - Some Disadvantage
- 3 - Neutral
- 4 - Some Advantage
- 5 - Strong Advantage



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Flagstaff, AZ



Scale: 1:50

MTJ CONCEPT DESIGN  
**ALT B4: COLOR WITH AERIAL**



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MTJ CONCEPT DESIGN  
**ALT C5: COLOR WITH AERIAL**



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**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Sarah Langley, Management Analyst  
**Date:** 02/11/2021  
**Meeting Date:** 02/16/2021



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**TITLE**

**State Legislative Update**

**STAFF RECOMMENDED ACTION:**

Staff requests direction on bills that have been introduced.

**EXECUTIVE SUMMARY:**

The Arizona legislative session began on January 11, 2021 and state lawmakers have been busy introducing bills throughout January and early February. Staff will provide the Council with a brief, non-exhaustive overview of several bills that are relevant to the City Council's 2021 legislative priorities. Staff will also request direction from Council on bills that could potentially impact the City.

**INFORMATION:**

A brief PowerPoint will be attached to this item. Due to the nature of this item, information may be updated up to the day of the meeting.

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**Attachments:** [Presentation](#)  
[SB1377](#)  
[SB1406](#)  
[SB1459](#)  
[HB2551](#)  
[HB2127](#)  
[HB2481](#)  
[HB2562](#)  
[HB2737](#)  
[SB1177](#)



HOTEL  
MONTE VISIT

# State Legislative Update





# Support Recommendation

S1177

## **Forest products; processing; tax credit**

- Establishes the Healthy Forest Production Tax Credit for processing forest products in Arizona

S1377

## **Civil liability; public health pandemic**

- Precludes from liability a person or provider who acts in good faith to protect a customer, student, tenant, volunteer, guest or neighbor, or the public (a litigant), from injury, unless it is proven by clear and convincing evidence that the person or provider acted with willful misconduct or gross negligence.

H2127

## **Appropriation; state parks; heritage fund**

- Appropriates \$10 million from the general fund in FY2021-22 to the Arizona State Parks Heritage Fund

H2481

## **Short-term rentals; enforcement; penalties**

- Gives cities more tools in regulating short-term rentals from a zoning perspective

H2562

## **Tax credit; affordable housing**

- Establishes an affordable housing tax credit of at least \$8M per year through the AZ Department of Housing



# Oppose Recommendation

S1406

## **Aircraft registration fees; taxation; repeal**

- Repeals aircraft registration fees and license taxes, resulting in a negative financial impact for cities and towns

S1459

## **Agency decisions; administrative reviews**

- Removes the administrative review exemption that applies to Arizona Corporation Commission (ACC) administrative decisions.

H2737

## **Corporation commission actions; investigation**

- Allows lawmakers to request an investigation of ACC decisions and potentially withhold 10% of the ACC's operating budget

H2551

## **Misconduct involving weapons; public places**

- Allows a person who possesses a valid concealed weapons permit to carry a concealed weapon in a public establishment

# Upcoming Bills

(Information Only)

S1797/ H2772:

Fantasy sports betting; event  
wagering





# Questions

[Sarah.Langley@flagstaffaz.gov](mailto:Sarah.Langley@flagstaffaz.gov)



REFERENCE TITLE: **civil liability; public health pandemic**

State of Arizona  
Senate  
Fifty-fifth Legislature  
First Regular Session  
2021

## **SB 1377**

Introduced by

Senators Leach: Barto, Borrelli, Boyer, Fann, Gowan, Gray, Kerr,  
Livingston, Mesnard, Pace, Shope, Townsend, Ugenti-Rita; Representatives  
Biasiucci, Bolick, Bowers, Hoffman, Kavanagh, Osborne, Toma, Weninger

**AN ACT**

**AMENDING TITLE 12, CHAPTER 5, ARTICLE 1, ARIZONA REVISED STATUTES, BY  
ADDING SECTIONS 12-515 AND 12-516; RELATING TO CIVIL LIABILITY.**

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 12, chapter 5, article 1, Arizona Revised  
3 Statutes, is amended by adding sections 12-515 and 12-516, to read:

4 12-515. Emergency declaration for a public health pandemic;  
5 immunity from liability; burden of proof;  
6 presumption; applicability; definition

7 A. IF THE GOVERNOR DECLARES A STATE OF EMERGENCY FOR A PUBLIC  
8 HEALTH PANDEMIC PURSUANT TO TITLE 26, CHAPTER 2, A PERSON OR PROVIDER THAT  
9 ACTS IN GOOD FAITH TO PROTECT A CUSTOMER, STUDENT, TENANT, VOLUNTEER,  
10 GUEST OR NEIGHBOR OR THE PUBLIC FROM INJURY FROM THE PUBLIC HEALTH  
11 PANDEMIC IS NOT LIABLE FOR DAMAGES IN ANY CIVIL ACTION FOR ANY INJURY,  
12 DEATH OR LOSS TO PERSON OR PROPERTY THAT IS BASED ON A CLAIM THAT THE  
13 PERSON OR PROVIDER FAILED TO PROTECT THE CUSTOMER, STUDENT, TENANT,  
14 VOLUNTEER, GUEST, NEIGHBOR OR PUBLIC FROM THE EFFECTS OF THE PUBLIC HEALTH  
15 PANDEMIC UNLESS IT IS PROVEN BY CLEAR AND CONVINCING EVIDENCE THAT THE  
16 PERSON OR PROVIDER FAILED TO ACT OR ACTED WITH WILFUL MISCONDUCT OR GROSS  
17 NEGLIGENCE.

18 B. A PERSON OR PROVIDER IS PRESUMED TO HAVE ACTED IN GOOD FAITH AND  
19 TO HAVE ADOPTED AND IMPLEMENTED REASONABLE POLICIES OR PRACTICES IF THE  
20 PERSON OR PROVIDER RELIED ON AND REASONABLY ATTEMPTED TO COMPLY WITH  
21 APPLICABLE PUBLISHED GUIDANCE RELATING TO THE PUBLIC HEALTH PANDEMIC THAT  
22 WAS ISSUED BY A FEDERAL OR STATE AGENCY. THIS SUBSECTION DOES NOT  
23 PROHIBIT A PARTY FROM INTRODUCING ANY OTHER EVIDENCE THAT PROVES THE  
24 PERSON OR PROVIDER ACTED IN GOOD FAITH AND ADOPTED AND IMPLEMENTED  
25 REASONABLE POLICIES OR PRACTICES.

26 C. THIS SECTION APPLIES TO ALL CAUSES OF ACTION THAT ARE BROUGHT  
27 AFTER THE EFFECTIVE DATE OF THIS SECTION FOR AN ACT OR OMISSION BY A  
28 PERSON OR PROVIDER THAT OCCURRED ON OR AFTER MARCH 11, 2020 AND BEFORE  
29 DECEMBER 30, 2022 AND THAT RELATES TO A PUBLIC HEALTH PANDEMIC THAT IS THE  
30 SUBJECT OF THE STATE OF EMERGENCY DECLARED BY THE GOVERNOR.

31 D. THIS SECTION DOES NOT APPLY TO ANY CLAIM THAT IS SUBJECT TO  
32 TITLE 23, CHAPTER 6.

33 E. FOR THE PURPOSES OF THIS SECTION, "PROVIDER" MEANS ANY OF THE  
34 FOLLOWING:

35 1. A PERSON WHO FURNISHES CONSUMER OR BUSINESS GOODS OR SERVICES OR  
36 ENTERTAINMENT.

37 2. AN EDUCATIONAL INSTITUTION OR DISTRICT.

38 3. A SCHOOL DISTRICT OR CHARTER SCHOOL.

39 4. A PROPERTY OWNER, PROPERTY MANAGER OR PROPERTY LESSOR OR LESSEE.

40 5. A NONPROFIT ORGANIZATION.

41 6. A RELIGIOUS INSTITUTION.

42 7. THIS STATE OR AN AGENCY OR INSTRUMENTALITY OF THIS STATE.

43 8. A LOCAL GOVERNMENT OR POLITICAL SUBDIVISION OF THIS STATE,  
44 INCLUDING A DEPARTMENT, AGENCY OR COMMISSION OF A LOCAL GOVERNMENT OR  
45 POLITICAL SUBDIVISION OF THIS STATE.

1 9. A SERVICE PROVIDER AS DEFINED IN SECTION 36-551.

2 10. A HEALTH PROFESSIONAL AS DEFINED IN SECTION 32-3201.

3 11. A HEALTH CARE INSTITUTION AS DEFINED IN SECTION 36-401.

4 12-516. Emergency declaration for a public health pandemic;  
5 immunity from liability for health professionals or  
6 health care institutions; burden of proof;  
7 presumption; applicability; definitions

8 A. IF THE GOVERNOR DECLARES A STATE OF EMERGENCY FOR A PUBLIC  
9 HEALTH PANDEMIC PURSUANT TO TITLE 26, CHAPTER 2, A HEALTH PROFESSIONAL OR  
10 HEALTH CARE INSTITUTION THAT ACTS IN GOOD FAITH IS NOT LIABLE FOR DAMAGES  
11 IN ANY CIVIL ACTION FOR AN INJURY OR DEATH THAT IS DIRECTLY OR INDIRECTLY  
12 SUSTAINED BECAUSE OF THE HEALTH PROFESSIONAL'S OR HEALTH CARE  
13 INSTITUTION'S ACTION OR OMISSION WHILE PROVIDING HEALTH CARE SERVICES IN  
14 SUPPORT OF THIS STATE'S RESPONSE TO THE STATE OF EMERGENCY DECLARED BY THE  
15 GOVERNOR UNLESS IT IS PROVEN BY CLEAR AND CONVINCING EVIDENCE THAT THE  
16 HEALTH PROFESSIONAL OR HEALTH CARE INSTITUTION FAILED TO ACT OR ACTED WITH  
17 WILFUL MISCONDUCT OR GROSS NEGLIGENCE.

18 B. SUBSECTION A OF THIS SECTION APPLIES TO ANY ACTION OR OMISSION  
19 THAT OCCURS DURING A PERSON'S SCREENING, ASSESSMENT, DIAGNOSIS OR  
20 TREATMENT AND THAT IS RELATED TO THE PUBLIC HEALTH PANDEMIC THAT IS THE  
21 SUBJECT OF THE STATE OF EMERGENCY OR ANY ACTION OR OMISSION THAT OCCURS IN  
22 THE COURSE OF PROVIDING A PERSON WITH HEALTH CARE SERVICES AND THAT IS  
23 UNRELATED TO THE PUBLIC HEALTH PANDEMIC THAT IS THE SUBJECT OF THE STATE  
24 OF EMERGENCY IF THE HEALTH PROFESSIONAL'S OR HEALTH CARE INSTITUTION'S  
25 ACTION OR OMISSION WAS IN GOOD FAITH SUPPORT OF THIS STATE'S RESPONSE TO  
26 THE STATE OF EMERGENCY, INCLUDING ANY OF THE FOLLOWING:

27 1. DELAYING OR CANCELING A NONURGENT OR ELECTIVE DENTAL, MEDICAL OR  
28 SURGICAL PROCEDURE.

29 2. PROVIDING NURSING CARE OR PROCEDURES.

30 3. ALTERING A PERSON'S DIAGNOSIS OR TREATMENT IN RESPONSE TO AN  
31 ORDER, DIRECTIVE OR GUIDELINE THAT IS ISSUED BY THE FEDERAL GOVERNMENT,  
32 THIS STATE OR A LOCAL GOVERNMENT.

33 4. AN ACT OR OMISSION UNDERTAKEN BY A HEALTH PROFESSIONAL OR HEALTH  
34 CARE INSTITUTION BECAUSE OF A LACK OF STAFFING, FACILITIES, EQUIPMENT,  
35 SUPPLIES OR OTHER RESOURCES THAT ARE ATTRIBUTABLE TO THE STATE OF  
36 EMERGENCY AND THAT RENDER THE HEALTH PROFESSIONAL OR HEALTH CARE  
37 INSTITUTION UNABLE TO PROVIDE THE LEVEL OR MANNER OF CARE TO A PERSON THAT  
38 OTHERWISE WOULD HAVE BEEN REQUIRED IN THE ABSENCE OF THE STATE OF  
39 EMERGENCY.

40 C. A HEALTH PROFESSIONAL OR HEALTH CARE INSTITUTION IS PRESUMED TO  
41 HAVE ACTED IN GOOD FAITH IF THE HEALTH PROFESSIONAL OR HEALTH CARE  
42 INSTITUTION RELIED ON AND REASONABLY ATTEMPTED TO COMPLY WITH APPLICABLE  
43 PUBLISHED GUIDANCE RELATING TO THE PUBLIC HEALTH PANDEMIC THAT WAS ISSUED  
44 BY A FEDERAL OR STATE AGENCY. THIS SUBSECTION DOES NOT PROHIBIT A PARTY

1 FROM INTRODUCING ANY OTHER EVIDENCE THAT PROVES THE HEALTH PROFESSIONAL OR  
2 HEALTH CARE INSTITUTION ACTED IN GOOD FAITH.

3 D. THIS SECTION APPLIES TO ALL CAUSES OF ACTION THAT ARE BROUGHT  
4 AFTER THE EFFECTIVE DATE OF THIS SECTION FOR AN ACT OR OMISSION BY A  
5 PERSON THAT OCCURRED ON OR AFTER MARCH 11, 2020 AND BEFORE DECEMBER 30,  
6 2022 AND THAT RELATES TO A PUBLIC HEALTH PANDEMIC THAT IS THE SUBJECT OF  
7 THE STATE OF EMERGENCY DECLARED BY THE GOVERNOR.

8 E. THIS SECTION DOES NOT APPLY TO ANY CLAIM THAT IS SUBJECT TO  
9 TITLE 23, CHAPTER 6.

10 F. FOR THE PURPOSES OF THIS SECTION:

11 1. "HEALTH CARE INSTITUTION" HAS THE SAME MEANING PRESCRIBED IN  
12 SECTION 36-401.

13 2. "HEALTH PROFESSIONAL" HAS THE SAME MEANING PRESCRIBED IN SECTION  
14 32-3201.

15 Sec. 2. Retroactivity

16 This act applies retroactively to from and after March 10, 2020.

17 Sec. 3. Severability

18 If a provision of this act or its application to any person or  
19 circumstance is held invalid, the invalidity does not affect other  
20 provisions or applications of the act that can be given effect without the  
21 invalid provision or application, and to this end the provisions of this  
22 act are severable.

REFERENCE TITLE: aircraft registration fees; taxation; repeal

State of Arizona  
Senate  
Fifty-fifth Legislature  
First Regular Session  
2021

## **SB 1406**

Introduced by  
Senator Petersen

### AN ACT

AMENDING SECTION 28-8323, ARIZONA REVISED STATUTES; REPEALING SECTION 28-8324, ARIZONA REVISED STATUTES; AMENDING SECTION 28-8325, ARIZONA REVISED STATUTES; REPEALING SECTION 28-8327, ARIZONA REVISED STATUTES; AMENDING SECTIONS 28-8328, 28-8329, 28-8330, 28-8331 AND 28-8332, ARIZONA REVISED STATUTES; REPEALING SECTIONS 28-8335, 28-8336, 28-8337, 28-8338, 28-8339, 28-8340, 28-8341 AND 28-8342, ARIZONA REVISED STATUTES; AMENDING SECTION 28-8343, ARIZONA REVISED STATUTES; REPEALING SECTION 28-8345, ARIZONA REVISED STATUTES; AMENDING SECTIONS 28-8347, 28-8382 AND 28-8383, ARIZONA REVISED STATUTES; RELATING TO AIRCRAFT REGISTRATION.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 28-8323, Arizona Revised Statutes, is amended to  
3 read:

4 28-8323. Government and dealer aircraft registration

5 A. This state, any political subdivision of this state or the  
6 civil air patrol shall register aircraft it owns and operates exclusively  
7 in the public service, but a registration fee or license tax shall not be  
8 assessed on this aircraft. If this state, any political subdivision of  
9 this state or the civil air patrol does not register the aircraft as  
10 provided in section 28-8322, this state, the political subdivision or the  
11 civil air patrol shall pay the department a penalty fee of ~~twenty-five~~  
12 ~~dollars~~ \$25 for the first month and ~~five dollars~~ \$5 for each succeeding  
13 month until it makes application for registration on the form provided by  
14 the department.

15 B. An aircraft dealer licensed by the department pursuant to  
16 section 28-8383 shall register aircraft the dealer owns and holds for the  
17 purposes of sale. ~~If the dealer fails to register the aircraft with the~~  
18 ~~department as an aircraft being held for purposes of sale on a form~~  
19 ~~provided by the department within ten days after the aircraft is purchased~~  
20 ~~by the dealer, the department shall assess the registration fee prescribed~~  
21 ~~in section 28-8325 and the license tax prescribed in section 28-8335 on~~  
22 ~~the aircraft.~~

23 Sec. 2. Repeal

24 Section 28-8324, Arizona Revised Statutes, is repealed.

25 Sec. 3. Section 28-8325, Arizona Revised Statutes, is amended to  
26 read:

27 28-8325. Registration; certificate; decal; duplicate

28 A. ~~On payment of a registration fee of five dollars, the license~~  
29 ~~tax and the penalty, if any,~~ The department shall issue a certificate and  
30 license decal TO AN APPLICANT WHO SUBMITS AN AIRCRAFT REGISTRATION  
31 APPLICATION IN A MANNER PRESCRIBED BY THE DEPARTMENT.

32 B. The license decal shall be displayed on the aircraft at all  
33 times in the manner prescribed by the department.

34 C. On satisfactory proof of the loss or destruction of the license  
35 decal, the department shall issue a duplicate of the license decal to the  
36 owner on payment of a ~~four-dollar~~ \$4 fee.

37 Sec. 4. Repeal

38 Section 28-8327, Arizona Revised Statutes, is repealed.

39 Sec. 5. Section 28-8328, Arizona Revised Statutes, is amended to  
40 read:

41 28-8328. Failure to register; assessment procedure

42 If an aircraft is not registered within the time periods prescribed  
43 in this article, the director shall assess ~~registration fees, license~~  
44 ~~taxes and~~ penalties due as follows:

1           1. The director shall give written notice of the assessment to the  
2 owner of the aircraft by either mailing the notice in a postage prepaid  
3 sealed envelope addressed to the owner of the aircraft at the owner's  
4 address as it appears in the records of the department or by delivery in  
5 person. Notice is deemed to be complete at the time of mailing or at the  
6 time of personal delivery.

7           2. The assessment is final thirty days after notice is deemed to be  
8 complete, unless, before that time, the department receives a written  
9 objection to the assessment and a request for a hearing from the  
10 owner. If the department receives a request for a hearing, the hearing  
11 shall be conducted as provided in section 28-8244.

12           Sec. 6. Section 28-8329, Arizona Revised Statutes, is amended to  
13 read:

14           28-8329. Late registration; penalty; abatement

15           A. If an aircraft required to be registered under this article is  
16 not registered within sixty days after its entry into this state and  
17 renewed annually on or before the last day of February, a penalty of  
18 ~~twenty-five dollars~~ \$25 for the first month and ~~five dollars~~ \$5 for each  
19 succeeding month of delinquency shall be ~~added to the registration fee and~~  
20 ~~collected~~ IMPOSED unless an exemption for the aircraft is established  
21 pursuant to this article.

22           B. Registration of the aircraft for the year immediately preceding  
23 the year for which the application for registration is made is prima facie  
24 evidence that the aircraft has been based in this state during the year  
25 for which the application for registration is made.

26           C. The director may abate all or a part of any penalty assessed for  
27 failure to register an aircraft within the time periods prescribed in this  
28 article if the director believes that reasonable cause exists for the  
29 failure to register the aircraft as provided by this article. For the  
30 purposes of this subsection, "reasonable cause" means a reasonable basis  
31 for the person responsible for registration of the aircraft to believe  
32 that the aircraft was exempt from registration requirements.

33           Sec. 7. Section 28-8330, Arizona Revised Statutes, is amended to  
34 read:

35           28-8330. Lien

36           A. ~~The license tax, registration fee and~~ A penalty ~~constitute~~  
37 CONSTITUTES a lien on the aircraft on which ~~they are~~ IT IS due from the  
38 due date.

39           B. The lien has priority over any other lien or encumbrance on the  
40 aircraft, except for a lien of other state taxes that has priority by law.

41           C. The lien continues until the ~~license taxes, registration fees,~~  
42 penalties and lien recording fees are paid.

43           D. The department shall issue a release of the lien on receipt of  
44 full payment of the ~~registration fees, license taxes,~~ penalties and lien

1 recording fees secured by the lien. The release shall be a document in a  
2 form as specified in section 11-480.

3 E. If requested by the department, the sheriff of the county in  
4 which the aircraft is found or any other peace officer shall collect the  
5 ~~license tax, registration fee,~~ penalty and lien recording fee by seizure  
6 of the aircraft from the person in possession of the aircraft, if any, and  
7 by sale as provided in section 28-8331.

8 Sec. 8. Section 28-8331, Arizona Revised Statutes, is amended to  
9 read:

10 28-8331. Seized aircraft sale

11 A. If an aircraft has been seized under this article and held for a  
12 period of sixty days and ~~license taxes, registration fees,~~ penalties, lien  
13 recording fees and costs and expenses of seizure are not paid in full, the  
14 sheriff of the county in which the aircraft is found shall sell the  
15 aircraft when requested by the department.

16 B. The sale of an aircraft under this section shall be at public  
17 auction after notice of the sale is sent by the department by certified  
18 mail at least five but not more than twenty days before the sale directed  
19 to the last known address of the owner of the aircraft, if the owner is  
20 known. If the owner is unknown, the department shall give notice by  
21 publication in a newspaper of general circulation in the county in which  
22 the aircraft was seized. If notice is published in a weekly newspaper,  
23 the publication shall be made once each week for two consecutive weeks, or  
24 if published in a daily newspaper, six consecutive times, the last  
25 publication to be at least five but not more than ten days before the date  
26 of the sale.

27 C. Within five days after receipt of the proceeds of the sale, the  
28 sheriff shall transmit the entire proceeds to the department. After  
29 payment by the department of the ~~license taxes, registration fees,~~  
30 penalties, lien recording fees and costs and expenses of the seizure and  
31 sale, the department shall pay the remaining proceeds of the sale to the  
32 owner from whom the aircraft was seized, if the owner is known. If the  
33 owner is unknown, the department shall deposit, pursuant to sections  
34 35-146 and 35-147, the remaining proceeds in the state aviation fund.

35 D. The department may issue a certificate of release of lien on  
36 payment of the ~~license taxes, registration fees,~~ penalties, lien recording  
37 fees and costs and expenses of seizure and sale.

38 Sec. 9. Section 28-8332, Arizona Revised Statutes, is amended to  
39 read:

40 28-8332. Registration; transfer or assignment

41 A. If a person who registered an aircraft under this article  
42 transfers or assigns title to or interest in the aircraft, the  
43 registration of the aircraft expires.

44 B. Within sixty days after the transfer or assignment, the person  
45 to whom the transfer or assignment is made shall register the aircraft in

1 that person's name with the department ~~and pay the regular registration~~  
2 ~~fee~~, unless the aircraft is exempt from registration pursuant to section  
3 28-8322.

4 C. If an aircraft is not registered within sixty days after the  
5 transfer or assignment as required by this section, the department shall  
6 collect an annual penalty of ~~twenty-five dollars~~ \$25 for the first month  
7 and ~~five dollars~~ \$5 for each succeeding month of delinquency ~~in addition~~  
8 ~~to the registration fee~~.

9 Sec. 10. Repeal

10 Sections 28-8335, 28-8336, 28-8337, 28-8338, 28-8339, 28-8340,  
11 28-8341 and 28-8342, Arizona Revised Statutes, are repealed.

12 Sec. 11. Section 28-8343, Arizona Revised Statutes, is amended to  
13 read:

14 28-8343. Aircraft total loss; violation; classification

15 A. If a company that insures an aircraft determines the aircraft is  
16 a total loss, the insurer shall provide to the department an affidavit  
17 stating that a total loss occurred.

18 B. If the aircraft is a total loss, is transferred to another  
19 person, business or organization and is not insured, the person, business  
20 or organization shall provide an affidavit to the department stating the  
21 aircraft to be a total loss.

22 ~~C. On receipt of the affidavit, the director shall:~~

23 ~~1. Determine the amount of registration fee and license tax under~~  
24 ~~this article.~~

25 ~~2. Reduce the amount of the registration fee and license tax by~~  
26 ~~one-twelfth for each full month of the registration period that has not~~  
27 ~~yet expired.~~

28 ~~3. Allow a tax credit to the owner for the appropriate amount of~~  
29 ~~taxes previously paid on verified written application by the owner of the~~  
30 ~~aircraft at the time the total loss occurred. The owner may use the tax~~  
31 ~~credit on the next or several succeeding aircraft registration fees or~~  
32 ~~license taxes that may be owed by the owner.~~

33 ~~D.~~ C. A person who violates this section is guilty of a class 2  
34 misdemeanor.

35 Sec. 12. Repeal

36 Section 28-8345, Arizona Revised Statutes, is repealed.

37 Sec. 13. Section 28-8347, Arizona Revised Statutes, is amended to  
38 read:

39 28-8347. Civil penalties

40 The director may impose a civil penalty against a person required to  
41 register an aircraft under this article as follows:

42 1. In an amount of not more than ~~five hundred dollars~~ \$500 against  
43 a person who wilfully makes or gives under oath or affirmation a false  
44 statement regarding aircraft owned by, leased by or under the control of  
45 the person.

1 ~~2. By assessment of twice the value of the license tax imposed on~~  
2 ~~the aircraft for that year against a person who wilfully conceals,~~  
3 ~~removes, transfers or misrepresents the ownership of the aircraft by the~~  
4 ~~owner or agent of the owner with the purpose of evading taxation.~~

5 ~~3.~~ 2. In an amount of not more than ~~two hundred dollars~~ \$200  
6 against a person who either:

7 (a) Gives the registrar or deputy registrar a false name.

8 (b) Fails or refuses to give the person's name or a list of  
9 aircraft owned by, leased by or under the control of the person.

10 (c) Refuses to swear or affirm to the list.

11 ~~4.~~ 3. If a statement is required to be made for imposing an  
12 assessment ~~or tax~~, in an amount of not more than ~~two hundred dollars~~ \$200  
13 against a person who wilfully makes an oral or written false statement  
14 that is not made under oath.

15 Sec. 14. Section 28-8382, Arizona Revised Statutes, is amended to  
16 read:

17 28-8382. License requirement; application; renewal; liability

18 A. A person shall not act as an aircraft dealer without first  
19 obtaining a license from the director that authorizes the person to engage  
20 in the business of an aircraft dealer.

21 B. A person shall apply for a license on forms prescribed or  
22 authorized by the director. The person shall submit with the application  
23 any required documents and the bond or cash deposit prescribed by section  
24 28-8384. On approval of the application the director shall issue the  
25 license.

26 C. A license issued to an aircraft dealer is valid for one year and  
27 only for the person in whose name it is issued. The aircraft dealer:

28 1. Shall display the license conspicuously in the principal place  
29 of business of the aircraft dealer.

30 2. Shall annually renew the license.

31 3. May not assign the license.

32 D. If an aircraft dealer changes the dealer's place of business,  
33 the dealer shall notify the director in writing within ten days after the  
34 change.

35 E. In addition to any other penalties provided by statute, a person  
36 who acts as an aircraft dealer without first obtaining a license is liable  
37 for ~~both:~~

38 ~~1. The license tax imposed by section 28-8335 on aircraft owned by~~  
39 ~~the person or held by the person on consignment for sale or exchange.~~

40 ~~2.~~ any transaction privilege tax or similar excise tax on the sale  
41 of any aircraft sold, exchanged or brokered by the person that is not  
42 reported and paid as required by law.

1           Sec. 15. Section 28-8383, Arizona Revised Statutes, is amended to  
2 read:

3           28-8383. Aircraft dealer duties

4           A. An aircraft dealer shall both:

5           1. Obtain a tax privilege license from this state.

6           2. Notify the department within ten days after the purchase or sale  
7 of an aircraft or after accepting an aircraft on consignment and file this  
8 notification whether or not the aircraft dealer takes title to the  
9 aircraft. ~~If the notification is not filed in a timely manner, the~~  
10 ~~aircraft is subject to the license tax imposed by section 28-8335.~~

11           B. An aircraft purchased by a dealer for resale or exchange may be  
12 flown only for the purpose of demonstrating it to a prospective  
13 buyer. ~~Any other use of the aircraft subjects the aircraft to the license~~  
14 ~~tax prescribed by section 28-8335.~~ The aircraft dealer shall notify the  
15 department and register the aircraft within fifteen days after any other  
16 use of the aircraft occurs.

REFERENCE TITLE: agency decisions; administrative reviews

State of Arizona  
Senate  
Fifty-fifth Legislature  
First Regular Session  
2021

## **SB 1459**

Introduced by  
Senator Petersen

AN ACT

AMENDING SECTION 12-910, ARIZONA REVISED STATUTES; RELATING TO  
ADMINISTRATIVE REVIEWS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 12-910, Arizona Revised Statutes, is amended to  
3 read:

4 12-910. Scope of review

5 A. An action to review a final administrative decision shall be  
6 heard and determined with convenient speed. If requested by a party to an  
7 action within thirty days after filing a notice of appeal, the court shall  
8 hold an evidentiary hearing, including testimony and argument, to the  
9 extent necessary to make the determination required by subsection E of  
10 this section. The court may hear testimony from witnesses who testified  
11 at the administrative hearing and witnesses who were not called to testify  
12 at the administrative hearing.

13 B. Relevant and admissible exhibits and testimony that were not  
14 offered during the administrative hearing shall be admitted, and  
15 objections that a party failed to make to evidence offered at the  
16 administrative hearing shall be considered, unless either of the following  
17 is true:

18 1. The exhibit, testimony or objection was withheld for purposes of  
19 delay, harassment or other improper purpose.

20 2. Allowing admission of the exhibit or testimony or consideration  
21 of the objection would cause substantial prejudice to another party.

22 C. For review of final administrative decisions of agencies that  
23 are exempt from sections 41-1092.03, ~~through~~ 41-1092.04, 41-1092.05,  
24 41-1092.06, 41-1092.07, 41-1092.08, 41-1092.09, 41-1092.10, AND  
25 41-1092.11, pursuant to section 41-1092.02, the trial shall be de novo if  
26 trial de novo is demanded in the notice of appeal or motion of an appellee  
27 other than the agency and if a hearing was not held by the agency or the  
28 proceedings before the agency were not stenographically reported or  
29 mechanically recorded so that a transcript might be made. On demand of  
30 any party, if a trial de novo is available under this section, it may be  
31 with a jury, except that a trial of an administrative decision under  
32 section 25-522 shall be to the court.

33 D. The record in the superior court shall consist of the record of  
34 the administrative proceeding, and the record of any evidentiary hearing,  
35 or the record of the trial de novo.

36 E. After reviewing the administrative record and supplementing  
37 evidence presented at the evidentiary hearing, the court may affirm,  
38 reverse, modify or vacate and remand the agency action. The court shall  
39 affirm the agency action unless the court concludes that the agency's  
40 action is contrary to law, is not supported by substantial evidence, is  
41 arbitrary and capricious or is an abuse of discretion. In a proceeding  
42 brought by or against the regulated party, the court shall decide all  
43 questions of law, including the interpretation of a constitutional or  
44 statutory provision or a rule adopted by an agency, without deference to  
45 any previous determination that may have been made on the question by the

1 agency. Notwithstanding any other law, this subsection applies in any  
2 action for judicial review of any agency action that is authorized by law.

3 F. Notwithstanding subsection E of this section, if the action  
4 arises out of title 20, chapter 15, article 2, the court shall affirm the  
5 agency action unless after reviewing the administrative record and  
6 supplementing evidence presented at the evidentiary hearing the court  
7 concludes that the action is not supported by substantial evidence, is  
8 contrary to law, is arbitrary and capricious or is an abuse of discretion.

9 ~~G. This section does not apply to any agency action by an agency~~  
10 ~~that is created pursuant to article XV, Constitution of Arizona.~~

REFERENCE TITLE: **misconduct involving weapons; public places**

State of Arizona  
House of Representatives  
Fifty-fifth Legislature  
First Regular Session  
2021

## **HB 2551**

Introduced by  
Representatives Kavanagh: Barton, Biasiucci, Burges, Chaplik, Cook, Dunn,  
Griffin, Kaiser, Nutt, Parker, Payne, Roberts, Toma, Wilmeth, Senator  
Barto

**AN ACT**

**AMENDING SECTION 13-3102, ARIZONA REVISED STATUTES; RELATING TO MISCONDUCT INVOLVING WEAPONS.**

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:  
2 Section 1. Section 13-3102, Arizona Revised Statutes, is amended to  
3 read:  
4 13-3102. Misconduct involving weapons; defenses;  
5 classification; definitions  
6 A. A person commits misconduct involving weapons by knowingly:  
7 1. Carrying a deadly weapon except a pocket knife concealed on his  
8 person or within his immediate control in or on a means of transportation:  
9 (a) In the furtherance of a serious offense as defined in section  
10 13-706, a violent crime as defined in section 13-901.03 or any other  
11 felony offense; or  
12 (b) When contacted by a law enforcement officer and failing to  
13 accurately answer the officer if the officer asks whether the person is  
14 carrying a concealed deadly weapon; or  
15 2. Carrying a deadly weapon except a pocket knife concealed on his  
16 person or concealed within his immediate control in or on a means of  
17 transportation if the person is under twenty-one years of age; or  
18 3. Manufacturing, possessing, transporting, selling or transferring  
19 a prohibited weapon, except that if the violation involves dry ice, a  
20 person commits misconduct involving weapons by knowingly possessing the  
21 dry ice with the intent to cause injury to or death of another person or  
22 to cause damage to the property of another person; or  
23 4. Possessing a deadly weapon or prohibited weapon if such person  
24 is a prohibited possessor; or  
25 5. Selling or transferring a deadly weapon to a prohibited  
26 possessor; or  
27 6. Defacing a deadly weapon; or  
28 7. Possessing a defaced deadly weapon knowing the deadly weapon was  
29 defaced; or  
30 8. Using or possessing a deadly weapon during the commission of any  
31 felony offense included in chapter 34 of this title; or  
32 9. Discharging a firearm at an occupied structure in order to  
33 assist, promote or further the interests of a criminal street gang, a  
34 criminal syndicate or a racketeering enterprise; or  
35 10. Unless specifically authorized by law, entering any public  
36 establishment or attending any public event and carrying a deadly weapon  
37 on his person after a reasonable request by the operator of the  
38 establishment or the sponsor of the event or the sponsor's agent to remove  
39 his weapon and place it in the custody of the operator of the  
40 establishment or the sponsor of the event for temporary and secure storage  
41 of the weapon pursuant to section 13-3102.01; or  
42 11. Unless specifically authorized by law, entering an election  
43 polling place on the day of any election carrying a deadly weapon; or  
44 12. Possessing a deadly weapon on school grounds; or

1 13. Unless specifically authorized by law, entering a nuclear or  
2 hydroelectric generating station carrying a deadly weapon on his person or  
3 within the immediate control of any person; or

4 14. Supplying, selling or giving possession or control of a firearm  
5 to another person if the person knows or has reason to know that the other  
6 person would use the firearm in the commission of any felony; or

7 15. Using, possessing or exercising control over a deadly weapon in  
8 furtherance of any act of terrorism as defined in section 13-2301 or  
9 possessing or exercising control over a deadly weapon knowing or having  
10 reason to know that it will be used to facilitate any act of terrorism as  
11 defined in section 13-2301; or

12 16. Trafficking in weapons or explosives for financial gain in order  
13 to assist, promote or further the interests of a criminal street gang, a  
14 criminal syndicate or a racketeering enterprise.

15 B. Subsection A, paragraph 2 of this section shall not apply to:

16 1. A person in his dwelling, on his business premises or on real  
17 property owned or leased by that person or that person's parent,  
18 grandparent or legal guardian.

19 2. A member of the sheriff's volunteer posse or reserve  
20 organization who has received and passed firearms training that is  
21 approved by the Arizona peace officer standards and training board and who  
22 is authorized by the sheriff to carry a concealed weapon pursuant to  
23 section 11-441.

24 3. A firearm that is carried in:

25 (a) A manner where any portion of the firearm or holster in which  
26 the firearm is carried is visible.

27 (b) A holster that is wholly or partially visible.

28 (c) A scabbard or case designed for carrying weapons that is wholly  
29 or partially visible.

30 (d) Luggage.

31 (e) A case, holster, scabbard, pack or luggage that is carried  
32 within a means of transportation or within a storage compartment, map  
33 pocket, trunk or glove compartment of a means of transportation.

34 C. Subsection A, paragraphs 2, 3, 7, 10, 11, 12 and 13 of this  
35 section shall not apply to:

36 1. A peace officer or any person summoned by any peace officer to  
37 assist and while actually assisting in the performance of official duties;  
38 or

39 2. A member of the military forces of the United States or of any  
40 state of the United States in the performance of official duties; or

41 3. A warden, deputy warden, community correctional officer,  
42 detention officer, special investigator or correctional officer of the  
43 state department of corrections or the department of juvenile corrections;  
44 or

45 4. A person specifically licensed, authorized or permitted pursuant  
46 to a statute of this state or of the United States.

1 D. Subsection A, paragraph 10 of this section does not apply to an  
2 elected or appointed judicial officer in the court facility where the  
3 judicial officer works if the judicial officer has demonstrated competence  
4 with a firearm as prescribed in section 13-3112, subsection N, except that  
5 the judicial officer shall comply with any rule or policy adopted by the  
6 presiding judge of the superior court while in the court facility. For  
7 the purposes of this subsection, appointed judicial officer does not  
8 include a hearing officer or a judicial officer pro tempore who is not a  
9 full-time officer.

10 E. Subsection A, paragraphs 3 and 7 of this section shall not apply  
11 to:

12 1. The possessing, transporting, selling or transferring of weapons  
13 by a museum as a part of its collection or an educational institution for  
14 educational purposes or by an authorized employee of such museum or  
15 institution, if:

16 (a) Such museum or institution is operated by the United States or  
17 this state or a political subdivision of this state, or by an organization  
18 described in 26 United States Code section 170(c) as a recipient of a  
19 charitable contribution; and

20 (b) Reasonable precautions are taken with respect to theft or  
21 misuse of such material.

22 2. The regular and lawful transporting as merchandise; or

23 3. Acquisition by a person by operation of law such as by gift,  
24 devise or descent or in a fiduciary capacity as a recipient of the  
25 property or former property of an insolvent, incapacitated or deceased  
26 person.

27 F. Subsection A, paragraph 3 of this section shall not apply to the  
28 merchandise of an authorized manufacturer of or dealer in prohibited  
29 weapons, when such material is intended to be manufactured, possessed,  
30 transported, sold or transferred solely for or to a dealer, a regularly  
31 constituted or appointed state, county or municipal police department or  
32 police officer, a detention facility, the military service of this or  
33 another state or the United States, a museum or educational institution or  
34 a person specifically licensed or permitted pursuant to federal or state  
35 law.

36 G. Subsection A, paragraph 10 of this section shall not apply to:

37 1. Shooting ranges or shooting events, hunting areas or similar  
38 locations or activities.

39 2. A PERSON WHO IS IN A PUBLIC ESTABLISHMENT OR AT A PUBLIC EVENT  
40 AND WHO POSSESSES A VALID PERMIT ISSUED PURSUANT TO SECTION 13-3112. THIS  
41 PARAGRAPH DOES NOT:

42 (a) APPLY TO A PUBLIC ESTABLISHMENT OR PUBLIC EVENT THAT IS A  
43 SECURED FACILITY.

44 (b) APPLY TO THE LICENSED PREMISES OF ANY PUBLIC ESTABLISHMENT OR  
45 PUBLIC EVENT WITH A LICENSE ISSUED PURSUANT TO TITLE 4.

1 (c) APPLY TO A STATE, COUNTY OR MUNICIPAL JUDICIAL DEPARTMENT, LAW  
2 ENFORCEMENT AGENCY OR CORRECTIONAL FACILITY.

3 (d) APPLY TO ANY AREA WHERE FIREARM POSSESSION IS PROHIBITED BY  
4 FEDERAL LAW.

5 (e) APPLY TO AN EDUCATIONAL INSTITUTION AS DEFINED IN SECTION  
6 13-2911.

7 (f) APPLY TO A COMMUNITY COLLEGE DISTRICT IN THIS STATE OR A  
8 UNIVERSITY UNDER THE JURISDICTION OF THE ARIZONA BOARD OF REGENTS.

9 (g) APPLY TO FACILITIES OPERATED BY THE ARIZONA STATE HOSPITAL OR  
10 FACILITIES OPERATED BY A SPECIAL HEALTH CARE DISTRICT.

11 (h) APPLY TO A PUBLIC ESTABLISHMENT THAT IS A VEHICLE OR CRAFT.

12 (i) RELIEVE OR LIMIT AN OPERATOR OF A PUBLIC ESTABLISHMENT OR A  
13 SPONSOR OF A PUBLIC EVENT FROM THE REQUIREMENTS OF SECTION 13-3102.01.

14 (j) LIMIT, RESTRICT OR PROHIBIT THE RIGHTS OF A PRIVATE PROPERTY  
15 OWNER, PRIVATE TENANT, PRIVATE EMPLOYER OR PRIVATE BUSINESS ENTITY.

16 H. Subsection A, paragraph 12 of this section shall not apply to a  
17 weapon if such weapon is possessed for the purposes of preparing for,  
18 conducting or participating in hunter or firearm safety courses.

19 I. Subsection A, paragraph 12 of this section shall not apply to  
20 the possession of a:

21 1. Firearm that is not loaded and that is carried within a means of  
22 transportation under the control of an adult provided that if the adult  
23 leaves the means of transportation the firearm shall not be visible from  
24 the outside of the means of transportation and the means of transportation  
25 shall be locked.

26 2. Firearm for use on the school grounds in a program approved by a  
27 school.

28 3. Firearm by a person who possesses a certificate of firearms  
29 proficiency pursuant to section 13-3112, subsection T and who is  
30 authorized to carry a concealed firearm pursuant to the law enforcement  
31 officers safety act of 2004 (P.L. 108-277; 118 Stat. 865; 18 United States  
32 Code sections 926B and 926C).

33 J. Subsection A, paragraphs 2, 3, 7 and 13 of this section shall  
34 not apply to commercial nuclear generating station armed nuclear security  
35 guards during the performance of official duties or during any security  
36 training exercises sponsored by the commercial nuclear generating station  
37 or local, state or federal authorities.

38 K. The operator of the establishment or the sponsor of the event or  
39 the employee of the operator or sponsor or the agent of the sponsor,  
40 including a public entity or public employee, is not liable for acts or  
41 omissions pursuant to subsection A, paragraph 10 of this section unless  
42 the operator, sponsor, employee or agent intended to cause injury or was  
43 grossly negligent.

44 L. If a law enforcement officer contacts a person who is in  
45 possession of a firearm, the law enforcement officer may take temporary  
46 custody of the firearm for the duration of that contact.

1 M. Misconduct involving weapons under subsection A, paragraph 15 of  
2 this section is a class 2 felony. Misconduct involving weapons under  
3 subsection A, paragraph 9, 14 or 16 of this section is a class 3 felony.  
4 Misconduct involving weapons under subsection A, paragraph 3, 4, 8 or 13  
5 of this section is a class 4 felony. Misconduct involving weapons under  
6 subsection A, paragraph 12 of this section is a class 1 misdemeanor unless  
7 the violation occurs in connection with conduct that violates section  
8 13-2308, subsection A, paragraph 5, section 13-2312, subsection C, section  
9 13-3409 or section 13-3411, in which case the offense is a class 6 felony.  
10 Misconduct involving weapons under subsection A, paragraph 1, subdivision  
11 (a) of this section or subsection A, paragraph 5, 6 or 7 of this section  
12 is a class 6 felony. Misconduct involving weapons under subsection A,  
13 paragraph 1, subdivision (b) of this section or subsection A, paragraph 10  
14 or 11 of this section is a class 1 misdemeanor. Misconduct involving  
15 weapons under subsection A, paragraph 2 of this section is a class 3  
16 misdemeanor.

17 N. For the purposes of this section:

18 1. "Contacted by a law enforcement officer" means a lawful traffic  
19 or criminal investigation, arrest or detention or an investigatory stop by  
20 a law enforcement officer that is based on reasonable suspicion that an  
21 offense has been or is about to be committed.

22 2. "Public establishment" means a structure, vehicle or craft that  
23 is owned, leased or operated by this state or a political subdivision of  
24 this state.

25 3. "Public event" means a specifically named or sponsored event of  
26 limited duration that is either conducted by a public entity or conducted  
27 by a private entity with a permit or license granted by a public entity.  
28 Public event does not include an unsponsored gathering of people in a  
29 public place.

30 4. "School" means a public or nonpublic kindergarten program,  
31 common school or high school.

32 5. "School grounds" means in, or on the grounds of, a school.

33 6. "SECURED FACILITY" MEANS EITHER OF THE FOLLOWING:

34 (a) A PUBLIC ESTABLISHMENT OR PUBLIC EVENT THAT HAS SECURITY  
35 PERSONNEL AND ELECTRONIC WEAPONS SCREENING DEVICES IN PLACE AT EACH  
36 ENTRANCE TO THE PUBLIC ESTABLISHMENT OR PUBLIC EVENT.

37 (b) A PUBLIC ESTABLISHMENT OR PUBLIC EVENT THAT HAS SECURITY  
38 PERSONNEL WHO ELECTRONICALLY SCREEN EACH PERSON WHO ENTERS THE PUBLIC  
39 ESTABLISHMENT OR PUBLIC EVENT TO DETERMINE IF THE PERSON IS CARRYING A  
40 DEADLY WEAPON AND THE SECURITY PERSONNEL REQUIRE EACH PERSON WHO IS  
41 CARRYING A DEADLY WEAPON TO LEAVE THE WEAPON IN POSSESSION OF THE SECURITY  
42 PERSONNEL PURSUANT TO SECTION 13-3102.01 WHILE THE PERSON IS IN THE PUBLIC  
43 ESTABLISHMENT OR AT THE PUBLIC EVENT.

House Engrossed  
appropriation; state parks; heritage fund

State of Arizona  
House of Representatives  
Fifty-fifth Legislature  
First Regular Session  
2021

# HOUSE BILL 2127

AN ACT

APPROPRIATING MONIES TO THE ARIZONA STATE PARKS HERITAGE FUND.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Appropriation; Arizona state parks heritage fund

3 The sum of \$10,000,000 is appropriated from the state general fund  
4 in fiscal year 2021-2022 to the Arizona state parks heritage fund  
5 established by section 41-502, Arizona Revised Statutes.

REFERENCE TITLE: short-term rentals; enforcement; penalties

State of Arizona  
House of Representatives  
Fifty-fifth Legislature  
First Regular Session  
2021

# HB 2481

Introduced by  
Representatives Kavanagh: Butler, Jermaine, Kaiser, Lieberman, Longdon,  
Shah, Senators Alston, Barto, Engel, Marsh

AN ACT

AMENDING SECTIONS 9-500.39, 9-1301, 11-269.17, 11-1701 AND 42-1125.02,  
ARIZONA REVISED STATUTES; RELATING TO VACATION AND SHORT-TERM RENTALS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 9-500.39, Arizona Revised Statutes, is amended  
3 to read:

4 9-500.39. Limits on regulation of vacation rentals and  
5 short-term rentals; definitions

6 A. A city or town may not prohibit vacation rentals or short-term  
7 rentals.

8 B. ~~A city or town may not restrict the use of or regulate vacation~~  
9 ~~rentals or short-term rentals based on their classification, use or~~  
10 ~~occupancy except as provided in this section.~~ A city or town may regulate  
11 vacation rentals or short-term rentals ~~for the following purposes~~ AS  
12 FOLLOWS:

13 1. ~~Protecting~~ TO PROTECT the public's health and safety, including  
14 rules and regulations related to fire and building codes, health and  
15 sanitation, transportation or traffic control, solid or hazardous waste  
16 and pollution control, and designation of an emergency point of contact,  
17 if the city or town demonstrates that the rule or regulation is for the  
18 primary purpose of protecting the public's health and safety.

19 2. TO ADOPT AND ENFORCE REASONABLE RESIDENTIAL USE AND ZONING  
20 ORDINANCES.

21 ~~2.~~ 3. ~~Adopting~~ TO ADOPT and ~~enforcing residential use and zoning~~  
22 ~~ordinances, including~~ ENFORCE ordinances related to noise, ~~protection of~~  
23 ~~welfare~~, property maintenance and other nuisance issues, if the ordinance  
24 is applied in the same manner as other property classified under sections  
25 42-12003 and 42-12004.

26 ~~3.~~ 4. ~~Limiting~~ TO LIMIT or ~~prohibiting~~ PROHIBIT the use of a  
27 vacation rental or short-term rental for the purposes of housing sex  
28 offenders, operating or maintaining a sober living home, selling illegal  
29 drugs, liquor control or pornography, obscenity, nude or topless dancing  
30 and other adult-oriented businesses.

31 5. TO REQUIRE THE OWNER OF A VACATION RENTAL OR SHORT-TERM RENTAL  
32 TO LICENSE OR REGISTER THE VACATION RENTAL OR SHORT-TERM RENTAL WITH THE  
33 CITY OR TOWN. THE CITY OR TOWN SHALL REPORT TO THE DEPARTMENT OF REVENUE  
34 ALL VERIFIED VIOLATIONS OF A VACATION RENTAL OR SHORT-TERM RENTAL LICENSED  
35 OR REGISTERED BY THE CITY OR TOWN.

36 ~~4.~~ 6. ~~Requiring~~ TO REQUIRE the owner of a vacation rental or  
37 short-term rental to provide the city or town with contact information for  
38 the owner or the owner's designee who is responsible for responding to  
39 complaints in a timely manner in person, over the phone or by email at any  
40 time of day before offering for rent or renting the vacation rental or  
41 short-term rental.

42 7. TO RESTRICT THE OCCUPANCY OF A VACATION RENTAL OR SHORT-TERM  
43 RENTAL TO THE LESSER OF THE OCCUPANCY LIMIT OF THE CITY OR TOWN OR TWO  
44 ADULTS PER BEDROOM PLUS TWO ADDITIONAL ADULTS.

1 C. Within thirty days after a verified violation, a city or town  
2 shall notify the department of revenue and the owner of the vacation  
3 rental or short-term rental of the verified violation of the city's or  
4 town's applicable laws, regulations or ordinances and, if the owner of the  
5 vacation rental or short-term rental received the verified violation,  
6 whether the city or town imposed a civil penalty on the owner of the  
7 vacation rental or short-term rental and the amount of the civil penalty,  
8 if assessed. If multiple verified violations arise out of the same  
9 response to an incident at a vacation rental or short-term rental, those  
10 verified violations are considered one verified violation for the purpose  
11 of assessing civil penalties pursuant to section 42-1125.02, subsection  
12 ~~B~~ C.

13 D. If the owner of a vacation rental or short-term rental has  
14 provided contact information to a city or town pursuant to subsection B,  
15 paragraph ~~4~~ 6 of this section and if the city or town issues a citation  
16 for a violation of the city's or town's applicable laws, regulations or  
17 ordinances or a state law that occurred on the owner's vacation rental or  
18 short-term rental property, the city or town shall make a reasonable  
19 attempt to notify the owner or the owner's designee of the citation within  
20 seven business days after the citation is issued using the contact  
21 information provided pursuant to subsection B, paragraph ~~4~~ 6 of this  
22 section. If the owner of a vacation rental or short-term rental has not  
23 provided contact information pursuant to subsection B, paragraph ~~4~~ 6 of  
24 this section, the city or town is not required to provide such notice.

25 E. This section does not exempt an owner of a residential rental  
26 property, as defined in section 33-1901, from maintaining with the  
27 assessor of the county in which the property is located information  
28 required under title 33, chapter 17, article 1.

29 F. A vacation rental or short-term rental may not be used for  
30 nonresidential uses, including for a special event that would otherwise  
31 require a permit or license pursuant to a city or town ordinance or a  
32 state law or rule or for a retail, restaurant, banquet space or other  
33 similar use.

34 G. A VACATION RENTAL OR SHORT-TERM RENTAL MAY NOT ADVERTISE TO  
35 EXCEED THE OCCUPANCY LIMIT OF THE DWELLING PURSUANT TO SUBSECTION B OF  
36 THIS SECTION OR FOR ANY NONRESIDENTIAL USE PURSUANT TO SUBSECTION F OF  
37 THIS SECTION. A VIOLATION OF THIS SUBSECTION IS NOT A VERIFIED VIOLATION.  
38 A CITY OR TOWN MAY IMPOSE A CIVIL PENALTY FOR EACH DAY THE PROPERTY IS IN  
39 VIOLATION OF THIS SUBSECTION.

40 H. A VACATION RENTAL OR SHORT-TERM RENTAL IS NOT SUBJECT TO CHAPTER  
41 12, ARTICLE 1 OF THIS TITLE OF TITLE 11, CHAPTER 12, ARTICLE 1.

42 I. A CITY OR TOWN MAY NOT REGULATE AN ONLINE LODGING MARKETPLACE.

1           ~~6.~~ J. For the purposes of this section:  
2           1. "ONLINE LODGING MARKETPLACE" HAS THE SAME MEANING PRESCRIBED IN  
3 SECTION 42-5076.  
4           ~~1.~~ 2. "Transient" has the same meaning prescribed in section  
5 42-5070.  
6           ~~2.~~ 3. "Vacation rental" or "short-term rental":  
7           (a) Means any individually or collectively owned single-family or  
8 one-to-four-family house or dwelling unit or any unit or group of units in  
9 a condominium, ~~OR cooperative or timeshare,~~ that is also a transient  
10 public lodging establishment or owner-occupied residential home offered  
11 for transient use if the accommodations are not classified for property  
12 taxation under section 42-12001. ~~Vacation rental and short-term rental do~~  
13           (b) DOES not include EITHER OF THE FOLLOWING:  
14           (i) A unit that is used for any nonresidential use, including  
15 retail, restaurant, banquet space, event center or another similar use.  
16           (ii) A RESIDENTIAL RENTAL DWELLING UNIT AS DEFINED IN SECTION  
17 9-1301.  
18           ~~3.~~ 4. "Verified violation" means a finding of guilt or civil  
19 responsibility for violating any state law or local ordinance relating to  
20 a purpose prescribed in subsection B or F of this section that has been  
21 finally adjudicated.  
22           Sec. 2. Section 9-1301, Arizona Revised Statutes, is amended to  
23 read:  
24           9-1301. Definitions  
25           In this chapter, unless the context otherwise requires:  
26           1. "Building code" means the construction codes that were in force  
27 at THE time of building construction, including plumbing and mechanical  
28 codes, electric codes, residential construction codes, energy conservation  
29 codes and existing building construction codes, and includes any property  
30 maintenance codes, neighborhood preservation codes, anti-blight codes or  
31 other similar codes, however denominated. With respect to mobile homes as  
32 defined in section 33-1409, building code means the federal construction  
33 codes applicable to homes constructed after June 15, 1976, and the Arizona  
34 codes applicable to homes constructed before that date.  
35           2. "Citywide residential rental property inspection program" means  
36 any program that includes systematic or periodic inspections of a majority  
37 of rental properties in the city OR TOWN that have not previously been  
38 found to meet the requirements of section 9-1302.  
39           3. "Exterior inspection" means the visual inspection of any portion  
40 of a residential dwelling unit that can be seen from a public street or  
41 other right-of-way, or that can be seen from an adjacent property if a  
42 complaint or consent is received from the adjacent property owner, lawful  
43 resident or lawful tenant.

1           4. "Initial inspection" means the first inspection of a residential  
2 rental dwelling unit after the establishment by ordinance or resolution of  
3 a residential rental inspection program.

4           5. "Interior inspection" means a physical or visual inspection of  
5 the interior of a residential rental dwelling unit and other portions of a  
6 residential rental dwelling unit that are not visible from a public  
7 street, right-of-way or neighboring property that is made for the purpose  
8 of looking for building code violations.

9           6. "Mobile home park" has the same meaning ~~as~~ prescribed in section  
10 33-1409.

11           ~~7. "Multifamily housing" means site built buildings containing~~  
12 ~~residential dwelling units, but does not include mobile home parks.~~

13           ~~8.~~ 7. "Owner" means the person, corporation, limited liability  
14 company, partnership, limited partnership, trust or real estate investment  
15 trust shown on the lawfully recorded title to the property.

16           ~~9.~~ 8. "Residential dwelling unit" means a building or structure or  
17 part of a building or structure that is used for a home or residence by  
18 one or more persons who maintain a household. It also means a mobile home  
19 regardless of ownership of the land.

20           ~~10.~~ 9. "Residential rental dwelling unit" means a dwelling unit  
21 that is leased or rented to one or more tenants. A dwelling unit that is  
22 occupied in part by the owner of the dwelling unit is not a residential  
23 rental dwelling unit unless a tenant occupies a part of the dwelling unit  
24 that has its own cooking and sleeping areas, a bathroom and a separate  
25 entrance, unless otherwise provided in a zoning ordinance of the city or  
26 town. Residential rental dwelling unit does not include an ~~owner occupied~~  
27 **OWNER-OCCUPIED** mobile home in a mobile home park that is not owned by the  
28 landlord of the mobile home park **OR A VACATION RENTAL OR SHORT-TERM RENTAL**  
29 **AS DEFINED IN SECTION 9-500.39.**

30           ~~11.~~ 10. "Residential rental licensing requirement" means a  
31 requirement established by a city or town that property owners or property  
32 managers obtain a license or permit from the city or town, with or without  
33 an associated fee, before they can legally engage in the rental of  
34 dwelling units in the city or town.

35           ~~12.~~ 11. "Residential rental registration requirement" means any  
36 requirement established by a city or town for rental housing owners or  
37 managers to submit information to the city or town as already required to  
38 be submitted to the county assessor under section 33-1902.

39           Sec. 3. Section 11-269.17, Arizona Revised Statutes, is amended to  
40 read:

41           11-269.17. Limits on regulation of vacation rentals and  
42 short-term rentals; definitions

43           A. A county may not prohibit vacation rentals or short-term  
44 rentals.

1 B. ~~A county may not restrict the use of or regulate vacation~~  
2 ~~rentals or short-term rentals based on their classification, use or~~  
3 ~~occupancy except as provided in this section.~~ A county may regulate  
4 vacation rentals or short-term rentals ~~for the following purposes~~ AS  
5 **FOLLOWS:**

6 1. ~~Protecting~~ **TO PROTECT** the public's health and safety, including  
7 rules and regulations related to fire and building codes, health and  
8 sanitation, transportation or traffic control, solid or hazardous waste  
9 and pollution control, and designation of an emergency point of contact,  
10 if the county demonstrates that the rule or regulation is for the primary  
11 purpose of protecting the public's health and safety.

12 2. **TO ADOPT AND ENFORCE REASONABLE RESIDENTIAL USE AND ZONING**  
13 **ORDINANCES.**

14 ~~2.~~ 3. ~~Adopting~~ **TO ADOPT** and ~~enforcing residential use and zoning~~  
15 ~~ordinances, including~~ **ENFORCE** ordinances related to noise, ~~protection of~~  
16 ~~welfare,~~ property maintenance and other nuisance issues, if the ordinance  
17 is applied in the same manner as other property classified under sections  
18 42-12003 and 42-12004.

19 ~~3.~~ 4. ~~Limiting~~ **TO LIMIT** or ~~prohibiting~~ **PROHIBIT** the use of a  
20 vacation rental or short-term rental for the purposes of housing sex  
21 offenders, operating or maintaining a sober living home, selling illegal  
22 drugs, liquor control or pornography, obscenity, nude or topless dancing  
23 and other adult-oriented businesses.

24 5. **TO REQUIRE THE OWNER OF A VACATION RENTAL OR SHORT-TERM RENTAL**  
25 **TO LICENSE OR REGISTER THE VACATION RENTAL OR SHORT-TERM RENTAL WITH THE**  
26 **COUNTY. THE COUNTY SHALL REPORT TO THE DEPARTMENT OF REVENUE ALL VERIFIED**  
27 **VIOLATIONS OF A VACATION RENTAL OR SHORT-TERM RENTAL LICENSED OR**  
28 **REGISTERED BY THE COUNTY.**

29 ~~4.~~ 6. ~~Requiring~~ **TO REQUIRE** the owner of a vacation rental or  
30 short-term rental to provide the county with contact information for the  
31 owner or the owner's designee who is responsible for responding to  
32 complaints in a timely manner in person, over the phone or by email at any  
33 time of day before offering for rent or renting the vacation rental or  
34 short-term rental.

35 7. **TO RESTRICT THE OCCUPANCY OF A VACATION RENTAL OR SHORT-TERM**  
36 **RENTAL TO THE LESSER OF THE OCCUPANCY LIMIT OF THE COUNTY OR TWO ADULTS**  
37 **PER BEDROOM PLUS TWO ADDITIONAL ADULTS.**

38 C. Within thirty days after a verified violation, a county shall  
39 notify the department of revenue and the owner of the vacation rental or  
40 short-term rental of the verified violation of the county's applicable  
41 laws, regulations or ordinances and, if the property owner received the  
42 verified violation, whether the county imposed a civil penalty on the  
43 owner of the vacation rental or short-term rental and the amount of the  
44 civil penalty, if assessed. If multiple verified violations arise out of  
45 the same response to an incident at a vacation rental or short-term

1 rental, those verified violations are considered one verified violation  
2 for the purpose of assessing civil penalties pursuant to  
3 section 42-1125.02, subsection ~~B~~ C.

4 D. If the owner of a vacation rental or short-term rental has  
5 provided contact information to a county pursuant to subsection B,  
6 paragraph ~~4~~ 6 of this section and if the county issues a citation for a  
7 violation of the county's applicable laws, regulations or ordinances or a  
8 state law that occurred on the owner's vacation rental or short-term  
9 rental property, the county shall make a reasonable attempt to notify the  
10 owner or the owner's designee of the citation within seven business days  
11 after the citation is issued using the contact information provided  
12 pursuant to subsection B, paragraph ~~4~~ 6 of this section. If the owner of  
13 a vacation rental or short-term rental has not provided contact  
14 information pursuant to subsection B, paragraph ~~4~~ 6 of this section, the  
15 county is not required to provide such notice.

16 E. This section does not exempt an owner of a residential rental  
17 property, as defined in section 33-1901, from maintaining with the  
18 assessor of the county in which the property is located information  
19 required under title 33, chapter 17, article 1.

20 F. A vacation rental or short-term rental may not be used for  
21 nonresidential uses, including for a special event that would otherwise  
22 require a permit or license pursuant to a county ordinance or a state law  
23 or rule or for a retail, restaurant, banquet space or other similar use.

24 G. A VACATION RENTAL OR SHORT-TERM RENTAL MAY NOT ADVERTISE TO  
25 EXCEED THE OCCUPANCY LIMIT OF THE DWELLING PURSUANT TO SUBSECTION B OF  
26 THIS SECTION OR FOR ANY NONRESIDENTIAL USE PURSUANT TO SUBSECTION F OF  
27 THIS SECTION. A VIOLATION OF THIS SUBSECTION IS NOT A VERIFIED VIOLATION.  
28 A COUNTY MAY IMPOSE A CIVIL PENALTY FOR EACH DAY THE PROPERTY IS IN  
29 VIOLATION OF THIS SUBSECTION.

30 H. A VACATION RENTAL OR SHORT-TERM RENTAL IS NOT SUBJECT TO CHAPTER  
31 12, ARTICLE 1 OF THIS TITLE OR TITLE 9, CHAPTER 12, ARTICLE 1.

32 I. A COUNTY MAY NOT REGULATE AN ONLINE LODGING MARKETPLACE.

33 ~~G~~ J. For the purposes of this section:

34 1. "ONLINE LODGING MARKETPLACE" HAS THE SAME MEANING PRESCRIBED IN  
35 SECTION 42-5076.

36 ~~I~~ 2. "Transient" has the same meaning prescribed in section  
37 42-5070.

38 ~~E~~ 3. "Vacation rental" or "short-term rental":

39 (a) Means any individually or collectively owned single-family or  
40 one-to-four-family house or dwelling unit or any unit or group of units in  
41 a condominium, ~~OR cooperative or timeshare,~~ that is also a transient  
42 public lodging establishment or owner-occupied residential home offered  
43 for transient use if the accommodations are not classified for property  
44 taxation under section 42-12001. ~~Vacation rental and short-term rental do~~

45 (b) DOES not include EITHER OF THE FOLLOWING:

1 (i) A unit that is used for any nonresidential use, including  
2 retail, restaurant, banquet space, event center or another similar use.

3 (ii) A RESIDENTIAL RENTAL DWELLING UNIT AS DEFINED IN SECTION  
4 11-1701.

5 ~~3-~~ 4. "Verified violation" means a finding of guilt or civil  
6 responsibility for violating any state law or local ordinance relating to  
7 a purpose prescribed in subsection B or F of this section that has been  
8 finally adjudicated.

9 Sec. 4. Section 11-1701, Arizona Revised Statutes, is amended to  
10 read:

11 11-1701. Definitions

12 In this chapter, unless the context otherwise requires:

13 1. "Building code" means the construction codes that were in force  
14 at the time of building construction, including plumbing and mechanical  
15 codes, electric codes, residential construction codes, energy conservation  
16 codes and existing building construction codes, and includes any property  
17 maintenance codes, neighborhood preservation codes, anti-blight codes or  
18 other similar codes, however denominated. With respect to mobile homes as  
19 defined in section 33-1409, building code means the federal construction  
20 codes applicable to homes constructed after June 15, 1976, and the state  
21 codes applicable to homes constructed before that date.

22 2. "Countywide residential rental property inspection program"  
23 means any program that includes systematic or periodic inspections of a  
24 majority of rental properties in the county that have not been previously  
25 found to meet the requirements of section 11-1702.

26 3. "Exterior inspection" means the visual inspection of any portion  
27 of a residential dwelling unit that can be seen from a public street or  
28 other right-of-way, or that can be seen from an adjacent property if a  
29 complaint or consent is received from the adjacent property owner, lawful  
30 resident or lawful tenant.

31 4. "Initial inspection" means the first inspection of a residential  
32 rental dwelling unit after the establishment by ordinance or resolution of  
33 a residential rental inspection program.

34 5. "Interior inspection" means a physical or visual inspection of  
35 the interior of a residential rental dwelling unit and other portions of a  
36 residential rental dwelling unit that are not visible from a public  
37 street, right-of-way or neighboring property that is made for the purpose  
38 of looking for building code violations.

39 6. "Mobile home park" has the same meaning prescribed in section  
40 33-1409.

41 ~~7. "Multifamily housing" means site built buildings containing~~  
42 ~~residential dwelling units, but does not include mobile home parks.~~

43 ~~8-~~ 7. "Owner" means the person, corporation, limited liability  
44 company, partnership, limited partnership, trust or real estate investment  
45 trust shown on the lawfully recorded title to the property.

1           ~~9.~~ 8. "Residential dwelling unit" means a building or structure or  
2 part of a building or structure that is used for a home or residence by  
3 one or more persons who maintain a household, including a mobile home  
4 regardless of ownership of the land.

5           ~~10.~~ 9. "Residential rental dwelling unit" means a dwelling unit  
6 that is leased or rented to one or more tenants. A dwelling unit that is  
7 occupied in part by the owner of the dwelling unit is not a residential  
8 rental dwelling unit unless a tenant occupies a part of the dwelling unit  
9 that has its own cooking and sleeping areas, a bathroom and a separate  
10 entrance, unless otherwise provided in a zoning ordinance of the county.  
11 Residential rental dwelling unit does not include an ~~owner-occupied~~  
12 **OWNER-OCCUPIED** mobile home in a mobile home park that is not owned by the  
13 landlord of the mobile home park **OR A VACATION RENTAL OR SHORT-TERM RENTAL**  
14 **AS DEFINED IN SECTION 11-269.17.**

15           ~~11.~~ 10. "Residential rental licensing requirement" means a  
16 requirement established by a county that property owners or property  
17 managers obtain a license or permit from the county, with or without an  
18 associated fee, before they can legally engage in the rental of dwelling  
19 units in the county.

20           ~~12.~~ 11. "Residential rental registration requirement" means any  
21 requirement established by a county for rental housing owners or managers  
22 to submit information to the county as already required to be submitted to  
23 the county assessor under section 33-1902.

24           Sec. 5. Section 42-1125.02, Arizona Revised Statutes, is amended to  
25 read:

26           42-1125.02. Civil penalties; online lodging operators;  
27 violation; classification; appeal; definitions

28           A. An online lodging operator that fails to comply with section  
29 42-5042 shall pay the following civil penalty:

- 30           1. For a first offense, \$250.  
31           2. For a second and any subsequent offense, \$1,000.

32           **B. AN ONLINE LODGING OPERATOR THAT FALSIFIES INFORMATION TO AN**  
33 **ONLINE LODGING MARKETPLACE IN VIOLATION OF SECTION 42-5042 IS GUILTY OF A**  
34 **PETTY OFFENSE.**

35           ~~B.~~ C. If an online lodging operator received a verified violation,  
36 the online lodging operator shall pay the following civil penalty:

- 37           1. For a first verified violation received for a property, either:  
38           (a) If the city, town or county did not impose a civil penalty on  
39 the online lodging operator for the verified violation, \$500.

- 40           (b) If the city, town or county imposed a civil penalty on the  
41 online lodging operator for the verified violation, the difference between  
42 the amount prescribed in subdivision (a) of this paragraph and the amount  
43 of the civil penalty the city, town or county imposed on the online  
44 lodging operator for the verified violation.

1           2. For a second verified violation received on the same property  
2 within a twelve-month period, either:

3           (a) If the city, town or county did not impose a civil penalty on  
4 the online lodging operator for the verified violation, \$1,000.

5           (b) If the city, town or county imposed a civil penalty on the  
6 online lodging operator for the verified violation, the difference between  
7 the amount prescribed in subdivision (a) of this paragraph and the amount  
8 of the civil penalty the city, town or county imposed on the online  
9 lodging operator for the verified violation.

10          3. For a third and any subsequent verified violation received on  
11 the same property within the same twelve-month period, either:

12          (a) If the city, town or county did not impose a civil penalty on  
13 the online lodging operator for the verified violation, fifty percent of  
14 the gross monthly revenues of the lodging accommodation at which the  
15 violation occurred for the month in which the violation occurred or  
16 \$1,500, whichever is greater.

17          (b) If the city, town or county imposed a civil penalty on the  
18 online lodging operator for the verified violation, the difference between  
19 the amount prescribed in subdivision (a) of this paragraph and the amount  
20 of the civil penalty the city, town or county imposed on the online  
21 lodging operator for the verified violation.

22          ~~C.~~ D. If the department imposes a civil penalty pursuant to  
23 subsection ~~B~~ C, paragraph 1 of this section and the online lodging  
24 operator appeals the civil penalty, the hearing officer may waive or lower  
25 the civil penalty based on the online lodging operator's diligence in  
26 attempting to prohibit renters from violating state law or the city's, ~~or~~  
27 town's OR COUNTY'S applicable laws, regulations or ordinances. In  
28 determining whether to waive or lower the civil penalty, the hearing  
29 officer shall consider both of the following:

30           1. Whether rules that prohibit activities violating state law or  
31 the city's, ~~or~~ town's OR COUNTY'S applicable laws, regulations or  
32 ordinances were included in the advertisement for the lodging  
33 accommodation, vacation rental or short-term rental.

34           2. Whether the rules described in paragraph 1 of this subsection  
35 were posted in a conspicuous location inside the lodging accommodation,  
36 vacation rental or short-term rental.

37          ~~D.~~ E. For the purposes of this section:

38           1. "Lodging accommodation" has the same meaning prescribed in  
39 section 42-5076.

40           2. "Online lodging marketplace" has the same meaning prescribed in  
41 section 42-5076.

42           3. "Online lodging operator" has the same meaning prescribed in  
43 section 42-5076 and includes an owner of a vacation rental or short-term  
44 rental that is not offered through an online lodging marketplace.

1           4. "Vacation rental" and "short-term rental" have the same meanings  
2 prescribed in section 9-500.39 or 11-269.17.

3           5. "Verified violation" has the same meaning prescribed in section  
4 9-500.39 or 11-269.17.

5           Sec. 6. Applicability; definitions

6           A. Notwithstanding sections 9-500.39 and 11.269.17, Arizona Revised  
7 Statutes, as amended by this act, a city, town or county may not prohibit  
8 the operation of a vacation rental or short-term rental based solely on  
9 its status as a vacation rental or short-term rental if the owner of the  
10 vacation rental or short-term rental has both of the following:

11           1. As of May 1, 2021, a valid transaction privilege tax license.

12           2. As of June 2, 2021, provided the owner's or the owner's  
13 designee's contact information to the city, town or county in which the  
14 vacation rental or short-term rental is located, if required by a city,  
15 town or county ordinance.

16           B. Subsection A of this section does not apply if the property on  
17 which the vacation rental or short-term rental is located changes title or  
18 ownership.

19           C. For the purposes of this section, "vacation rental" and  
20 "short-term rental" have the same meanings prescribed in section 9-500.39  
21 or 11-269.17, Arizona Revised Statutes, as amended by this act.

REFERENCE TITLE: tax credit; affordable housing.

State of Arizona  
House of Representatives  
Fifty-fifth Legislature  
First Regular Session  
2021

## **HB 2562**

Introduced by  
Representative Cobb

### **AN ACT**

AMENDING TITLE 20, CHAPTER 2, ARTICLE 1, ARIZONA REVISED STATUTES, BY ADDING SECTION 20-224.04; AMENDING TITLE 41, CHAPTER 37, ARTICLE 2, ARIZONA REVISED STATUTES, BY ADDING SECTION 41-3954; AMENDING SECTION 43-222, ARIZONA REVISED STATUTES; AMENDING TITLE 43, CHAPTER 2, ARTICLE 2, ARIZONA REVISED STATUTES, BY ADDING SECTION 43-225; AMENDING TITLE 43, CHAPTER 10, ARTICLE 5, ARIZONA REVISED STATUTES, BY ADDING SECTION 43-1075; AMENDING TITLE 43, CHAPTER 11, ARTICLE 6, ARIZONA REVISED STATUTES, BY ADDING SECTION 43-1163; REPEALING SECTIONS 20-224.04, 41-3954, 43-225, 43-1075 AND 43-1163, ARIZONA REVISED STATUTES; RELATING TO INSURANCE PREMIUM AND INCOME TAX CREDITS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 20, chapter 2, article 1, Arizona Revised  
3 Statutes, is amended by adding section 20-224.04, to read:

4 20-224.04. Affordable housing premium tax credit

5 A. A TAXPAYER IS ALLOWED A CREDIT AGAINST THE PREMIUM TAX INCURRED  
6 PURSUANT TO SECTION 20-224, 20-837, 20-1010, 20-1060 OR 20-1097.07 IF THE  
7 ARIZONA DEPARTMENT OF HOUSING ISSUES AN ELIGIBILITY STATEMENT FOR A  
8 QUALIFIED PROJECT PURSUANT TO SECTION 41-3954. THE AMOUNT OF THE CREDIT:

9 1. IS EQUAL TO AT LEAST FIFTY PERCENT OF THE AMOUNT OF THE FEDERAL  
10 LOW-INCOME HOUSING CREDIT FOR THE QUALIFIED PROJECT.

11 2. ON NOTICE TO THE DEPARTMENT OF INSURANCE AND FINANCIAL  
12 INSTITUTIONS, MAY BE ALLOCATED AMONG THE PARTNERS, MEMBERS OR  
13 SHAREHOLDERS, AS THEY MAY AGREE AMONG THEMSELVES, REGARDLESS OF THE SIZE  
14 OF SUCH PARTICIPANT'S OWNERSHIP INTEREST. THE TOTAL OF THE ALLOCATED  
15 CREDITS AMONG ALL SUCH PARTICIPANTS MAY NOT EXCEED THE AMOUNT OF THE  
16 CREDIT APPROVED BY THE ARIZONA DEPARTMENT OF HOUSING. THIS PARAGRAPH DOES  
17 NOT PROHIBIT A PARTNER, MEMBER OR SHAREHOLDER FROM HOLDING AN INVESTMENT  
18 EXCLUSIVELY IN EITHER THE STATE CREDITS OR FEDERAL CREDITS ALLOCATED TO  
19 THE QUALIFIED PROJECT.

20 B. TO CLAIM THE CREDIT UNDER THIS SECTION, THE TAXPAYER MUST SUBMIT  
21 THE ELIGIBILITY STATEMENT PROVIDED BY THE ARIZONA DEPARTMENT OF HOUSING  
22 UNDER SECTION 41-3954 TO THE DEPARTMENT OF INSURANCE AND FINANCIAL  
23 INSTITUTIONS WITH THE TAXPAYER'S PREMIUM TAX RETURN. A CREDIT UNDER THIS  
24 SECTION IS NOT ALLOWED UNTIL THE TAXPAYER FURNISHES THE REQUIRED  
25 DOCUMENTATION.

26 C. IF THE AMOUNT OF THE CREDIT UNDER THIS SECTION EXCEEDS THE  
27 TAXPAYER'S STATE PREMIUM TAX LIABILITY, THE AMOUNT OF THE CLAIM NOT USED  
28 TO OFFSET THE PREMIUM TAX LIABILITY MAY BE CARRIED FORWARD FOR NOT MORE  
29 THAN FIVE CONSECUTIVE TAXABLE YEARS' PREMIUM TAX LIABILITY.

30 D. IF ALL OR PART OF THE FEDERAL LOW-INCOME HOUSING TAX CREDIT WITH  
31 RESPECT TO THE QUALIFIED PROJECT IS SUBJECT TO RECAPTURE UNDER SECTION 42  
32 OF THE INTERNAL REVENUE CODE DURING THE FIRST TEN TAXABLE YEARS AFTER THE  
33 PROJECT IS PLACED IN SERVICE, THE CREDIT UNDER THIS SECTION IS ALSO  
34 SUBJECT TO RECAPTURE IN A PROPORTIONAL AMOUNT FROM ALL TAXPAYERS THAT  
35 CLAIMED THE CREDIT. THE RECAPTURE IS CALCULATED BY INCREASING THE AMOUNT  
36 OF TAXES IMPOSED IN THE FOLLOWING YEAR BY THE AMOUNT RECAPTURED.

37 E. A TAXPAYER THAT CLAIMS A TAX CREDIT AGAINST STATE PREMIUM TAX  
38 LIABILITY IS NOT REQUIRED TO PAY ANY ADDITIONAL RETALIATORY TAX IMPOSED  
39 PURSUANT TO SECTION 20-230 AS A RESULT OF CLAIMING THAT TAX CREDIT. THE  
40 CREDIT MAY FULLY OFFSET ANY RETALIATORY TAX IMPOSED BY SECTION 20-230.

41 F. THE DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS, WITH THE  
42 COOPERATION OF THE DEPARTMENT OF REVENUE AND THE ARIZONA DEPARTMENT OF  
43 HOUSING, SHALL ADOPT RULES AND PUBLISH AND PRESCRIBE FORMS AND PROCEDURES  
44 AS NECESSARY TO ADMINISTER THIS SECTION.

1           Sec. 2. Title 41, chapter 37, article 2, Arizona Revised Statutes,  
2 is amended by adding section 41-3954, to read:

3           41-3954. Affordable housing tax credit; limit; eligibility  
4                                   statement; rules; public hearing; definitions

5           A. THE AFFORDABLE HOUSING TAX CREDIT IS ESTABLISHED. THE  
6 DEPARTMENT SHALL ADMINISTER THE CREDIT AS PROVIDED BY THIS SECTION.

7           B. ON APPLICATION, THE DEPARTMENT SHALL ALLOCATE TAX CREDITS UNDER  
8 THIS SECTION FOR PROJECTS IN THIS STATE THAT QUALIFY FOR THE FEDERAL  
9 LOW-INCOME HOUSING TAX CREDIT UNDER SECTION 42 OF THE INTERNAL REVENUE  
10 CODE AND THAT ARE PLACED IN SERVICE, FOR PURPOSES OF THE FEDERAL CREDIT,  
11 FROM AND AFTER JUNE 30, 2022, IN AN AMOUNT EQUAL TO AT LEAST FIFTY PERCENT  
12 OF THE AMOUNT OF THE FEDERAL CREDIT ALLOWED IN EACH TAXABLE YEAR DURING  
13 THE FEDERAL CREDIT PERIOD. THE DEPARTMENT SHALL ALLOCATE TAX CREDITS  
14 UNDER THIS SECTION ACCORDING TO THE DEPARTMENT'S CURRENT QUALIFIED  
15 ALLOCATION PLAN ADOPTED PURSUANT TO SECTION 42(m) OF THE INTERNAL REVENUE  
16 CODE.

17           C. THE DEPARTMENT SHALL PRESCRIBE FORMS, PROCEDURES AND CRITERIA  
18 FOR APPLYING, EVALUATING AND QUALIFYING FOR THE CREDIT UNDER THIS SECTION.  
19 THE DEPARTMENT SHALL ISSUE AN ELIGIBILITY STATEMENT FOR EACH QUALIFIED  
20 PROJECT THAT IDENTIFIES THE QUALIFIED PROJECT, THE ALLOCATION YEAR AND THE  
21 AMOUNT OF THE CREDITS ALLOCATED TO THE PROJECT.

22           D. THE DEPARTMENT SHALL ALLOCATE A TOTAL OF \$8,000,000 OF TAX  
23 CREDITS UNDER THIS SECTION IN ANY CALENDAR YEAR, ACCORDING TO THE DATE OF  
24 THE ALLOCATION OF THE CREDIT. AN APPROVED AMOUNT APPLIES AGAINST THE  
25 DOLLAR LIMIT FOR THE YEAR IN WHICH THE APPLICATION IS SUBMITTED. IF, AT  
26 THE END OF ANY YEAR, AN UNUSED BALANCE OCCURS UNDER THE DOLLAR LIMIT  
27 PRESCRIBED BY THIS SUBSECTION, THE BALANCE SHALL BE REALLOCATED FOR THE  
28 PURPOSES OF THIS SUBSECTION IN THE FOLLOWING YEAR.

29           E. ANY TAXPAYER THAT OWNS AN INTEREST IN AN INVESTMENT IN A  
30 QUALIFIED PROJECT THAT RECEIVES AN ELIGIBILITY STATEMENT FROM THE  
31 DEPARTMENT IS ALLOWED A TAX CREDIT UNDER THIS SECTION FOR TAXABLE YEARS  
32 BEGINNING FROM AND AFTER DECEMBER 31, 2021 IF THE TAXPAYER ACQUIRES THE  
33 INTEREST BEFORE FILING A TAX RETURN CLAIMING THE TAX CREDIT. THE TAXPAYER  
34 SHALL APPLY THE CREDIT AGAINST THE TAXPAYER'S INSURANCE PREMIUM OR INCOME  
35 TAX LIABILITY AS PROVIDED AND SUBJECT TO THE PROCEDURES, TERMS AND  
36 CONDITIONS PRESCRIBED BY SECTION 20-224.04, 43-1075 OR 43-1163, AS  
37 APPLICABLE.

38           F. A QUALIFIED PROJECT THAT IS APPROVED FOR THE PURPOSES OF THE  
39 CREDIT UNDER THIS SECTION IS NOT ELIGIBLE FOR ANY ABATEMENT, EXEMPTION OR  
40 OTHER REDUCTION IN STATE OR LOCAL AD VALOREM PROPERTY TAXES OTHERWISE  
41 ALLOWED BY STATUTE.

42           G. THE ARIZONA DEPARTMENT OF HOUSING, WITH THE COOPERATION OF THE  
43 DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS AND THE DEPARTMENT OF  
44 REVENUE, SHALL ADOPT RULES AND PUBLISH AND PRESCRIBE FORMS AND PROCEDURES

1 AS NECESSARY TO ADMINISTER THIS SECTION, INCLUDING CRITERIA ON WHICH  
2 ELIGIBILITY STATEMENTS ARE ISSUED UNDER THIS SECTION.

3 H. ON OR BEFORE JULY 30 OF EACH YEAR, THE ARIZONA DEPARTMENT OF  
4 HOUSING SHALL HOLD A PUBLIC HEARING TO SOLICIT AND ACCEPT PUBLIC COMMENTS  
5 RELATING TO THE AMOUNT OF THE CREDIT UNDER THIS SECTION TO BE USED FOR  
6 QUALIFIED PROJECTS THAT ARE FINANCED THROUGH TAX-EXEMPT BOND ISSUANCE AS  
7 PART OF THE QUALIFIED ALLOCATION PLAN PROCESS AND OTHER AFFORDABLE HOUSING  
8 TAX CREDIT ISSUES. THE ARIZONA DEPARTMENT OF HOUSING SHALL POST A COPY OF  
9 ALL COMMENTS SUBMITTED DURING THIS PUBLIC HEARING ON THE ARIZONA  
10 DEPARTMENT OF HOUSING'S WEBSITE BEFORE SEPTEMBER 15 OF THE SAME YEAR IN  
11 WHICH THE PUBLIC HEARING IS HELD.

12 I. FOR THE PURPOSES OF THIS SECTION:

13 1. "INTERNAL REVENUE CODE" HAS THE SAME MEANING PRESCRIBED BY  
14 SECTION 43-105.

15 2. "QUALIFIED PROJECT" MEANS A QUALIFIED LOW-INCOME BUILDING AS  
16 DEFINED IN SECTION 42(c)(2) OF THE INTERNAL REVENUE CODE.

17 3. "TAXPAYER" MEANS A PERSON, FIRM OR CORPORATION THAT IS SUBJECT  
18 TO TAXATION UNDER TITLE 20 OR UNDER TITLE 43, CHAPTER 10 OR 11.

19 Sec. 3. Section 43-222, Arizona Revised Statutes, is amended to  
20 read:

21 43-222. Income tax credit review schedule

22 The joint legislative income tax credit review committee shall  
23 review the following income tax credits:

24 1. For years ending in 0 and 5, sections 43-1079.01, 43-1087,  
25 43-1088, 43-1089.04, 43-1167.01 and 43-1175.

26 2. For years ending in 1 and 6, sections 43-1072.02, 43-1074.02,  
27 43-1075, 43-1083, 43-1083.02, 43-1163, 43-1164.03 and 43-1183.

28 3. For years ending in 2 and 7, sections 43-1073, 43-1085, 43-1086,  
29 43-1089, 43-1089.01, 43-1089.02, 43-1089.03, 43-1164 and 43-1169.

30 4. For years ending in 3 and 8, sections 43-1074.01, 43-1081,  
31 43-1168, 43-1170 and 43-1178.

32 5. For years ending in 4 and 9, sections 43-1073.01, 43-1076,  
33 43-1081.01, 43-1083.03, 43-1084, 43-1164.04, 43-1164.05, and 43-1184.

34 Sec. 4. Title 43, chapter 2, article 2, Arizona Revised Statutes,  
35 is amended by adding section 43-225, to read:

36 43-225. Affordable housing tax credit review committee:  
37 reports; committee termination

38 A. THE AFFORDABLE HOUSING TAX CREDIT REVIEW COMMITTEE IS  
39 ESTABLISHED CONSISTING OF THE FOLLOWING MEMBERS:

40 1. THREE MEMBERS WHO ARE APPOINTED BY THE GOVERNOR, NOT MORE THAN  
41 TWO OF WHOM ARE MEMBERS OF THE SAME POLITICAL PARTY.

42 2. THREE MEMBERS WHO ARE APPOINTED BY THE PRESIDENT OF THE SENATE,  
43 NOT MORE THAN TWO OF WHOM ARE MEMBERS OF THE SAME POLITICAL PARTY.

1           3. THREE MEMBERS WHO ARE APPOINTED BY THE SPEAKER OF THE HOUSE OF  
2 REPRESENTATIVES, NOT MORE THAN TWO OF WHOM ARE MEMBERS OF THE SAME  
3 POLITICAL PARTY.

4           B. APPOINTED MEMBERS SERVE AT THE PLEASURE OF THE PERSON WHO MADE  
5 THE APPOINTMENT.

6           C. COMMITTEE MEMBERS ARE NOT ELIGIBLE TO RECEIVE COMPENSATION BUT  
7 ARE ELIGIBLE TO RECEIVE REIMBURSEMENT FOR EXPENSES PURSUANT TO TITLE 38,  
8 CHAPTER 4, ARTICLE 2.

9           D. THE COMMITTEE SHALL REVIEW THE AFFORDABLE HOUSING TAX CREDITS  
10 ALLOWED UNDER SECTIONS 20-224.04, 41-3954, 43-1075 AND 43-1163 ON THE  
11 FIFTH YEAR AFTER THE EFFECTIVE DATE OF THE CREDIT AND EVERY FIVE YEARS  
12 THEREAFTER. THE COMMITTEE'S REVIEW SHALL INCLUDE THE FOLLOWING:

13           1. THE HISTORY, RATIONALE AND ESTIMATED REVENUE IMPACT OF THE  
14 CREDIT.

15           2. WHETHER THE CREDIT HAS PROVIDED A BENEFIT TO THIS STATE THAT  
16 INCLUDES, FOR CORPORATE TAX CREDITS, MEASURABLE ECONOMIC DEVELOPMENT, NEW  
17 INVESTMENTS, CREATION OF NEW JOBS OR RETENTION OF EXISTING JOBS IN THIS  
18 STATE.

19           3. WHETHER THE CREDIT IS UNNECESSARILY COMPLEX IN THE APPLICATION,  
20 ADMINISTRATION AND APPROVAL PROCESSES.

21           4. THE NUMBER OF HOUSING UNITS GENERATED AS A RESULT OF THE TAX  
22 CREDIT AND THE AVERAGE INCOME OF RESIDENTS OFFERED HOUSING UNITS.

23           E. ON OR BEFORE DECEMBER 15 OF THE YEAR THE COMMITTEE REVIEWS THE  
24 CREDIT, THE COMMITTEE SHALL REPORT ITS FINDINGS AND RECOMMENDATIONS TO THE  
25 PRESIDENT OF THE SENATE, THE SPEAKER OF THE HOUSE OF REPRESENTATIVES AND  
26 THE GOVERNOR AND SHALL PROVIDE A COPY OF THE REPORT TO THE SECRETARY OF  
27 STATE.

28           F. THE COMMITTEE ESTABLISHED BY THIS SECTION ENDS ON JULY 1, 2029  
29 PURSUANT TO SECTION 41-3103.

30           Sec. 5. Title 43, chapter 10, article 5, Arizona Revised Statutes,  
31 is amended by adding section 43-1075, to read:

32           43-1075. Affordable housing tax credit

33           A. A TAXPAYER IS ALLOWED A CREDIT AGAINST THE TAXES IMPOSED BY THIS  
34 TITLE IF THE ARIZONA DEPARTMENT OF HOUSING ISSUES AN ELIGIBILITY STATEMENT  
35 FOR A QUALIFIED PROJECT PURSUANT TO SECTION 41-3954. THE AMOUNT OF THE  
36 CREDIT:

37           1. IS EQUAL TO AT LEAST FIFTY PERCENT OF THE AMOUNT OF THE FEDERAL  
38 LOW-INCOME HOUSING CREDIT FOR THE QUALIFIED PROJECT.

39           2. ON NOTICE TO THE DEPARTMENT OF REVENUE, MAY BE ALLOCATED AMONG  
40 THE PARTNERS, MEMBERS OR SHAREHOLDERS, AS THEY MAY AGREE AMONG THEMSELVES  
41 REGARDLESS OF THE SIZE OF SUCH PARTICIPANT'S OWNERSHIP INTEREST. THE  
42 TOTAL OF THE ALLOCATED CREDITS AMONG ALL SUCH PARTICIPANTS MAY NOT EXCEED  
43 THE AMOUNT OF THE CREDIT APPROVED BY THE ARIZONA DEPARTMENT OF  
44 HOUSING. THIS PARAGRAPH DOES NOT PROHIBIT A PARTNER, MEMBER OR

1 SHAREHOLDER FROM HOLDING AN INVESTMENT EXCLUSIVELY IN EITHER THE STATE  
2 CREDITS OR FEDERAL CREDITS ALLOCATED TO THE QUALIFIED PROJECT.

3 B. TO CLAIM THE CREDIT UNDER THIS SECTION, THE TAXPAYER MUST SUBMIT  
4 THE ELIGIBILITY STATEMENT PROVIDED BY THE ARIZONA DEPARTMENT OF HOUSING  
5 UNDER SECTION 41-3954 TO THE DEPARTMENT OF REVENUE WITH THE TAXPAYER'S  
6 INCOME TAX RETURN. A CREDIT UNDER THIS SECTION IS NOT ALLOWED UNTIL THE  
7 TAXPAYER FURNISHES THE REQUIRED DOCUMENTATION.

8 C. IF THE AMOUNT OF THE CREDIT FOR A TAXABLE YEAR EXCEEDS THE  
9 AMOUNT OF TAXES OTHERWISE DUE UNDER THIS TITLE ON THE CLAIMANT'S INCOME,  
10 OR IF THERE ARE NO TAXES DUE UNDER THIS TITLE, THE TAXPAYER MAY CARRY THE  
11 AMOUNT OF THE CLAIM NOT USED TO OFFSET THE TAXES UNDER THIS TITLE FORWARD  
12 FOR NOT MORE THAN FIVE CONSECUTIVE TAXABLE YEARS' INCOME TAX LIABILITY.

13 D. IF ALL OR PART OF THE FEDERAL LOW-INCOME HOUSING TAX CREDIT WITH  
14 RESPECT TO THE QUALIFIED PROJECT IS SUBJECT TO RECAPTURE UNDER SECTION 42  
15 OF THE INTERNAL REVENUE CODE DURING THE FIRST TEN TAXABLE YEARS AFTER THE  
16 PROJECT IS PLACED IN SERVICE, THE CREDIT UNDER THIS SECTION IS ALSO  
17 SUBJECT TO RECAPTURE IN A PROPORTIONAL AMOUNT FROM ALL TAXPAYERS WHO  
18 CLAIMED THE CREDIT. THE RECAPTURE IS CALCULATED BY INCREASING THE AMOUNT  
19 OF TAXES IMPOSED IN THE FOLLOWING YEAR BY THE AMOUNT RECAPTURED.

20 E. THE DEPARTMENT OF REVENUE, WITH THE COOPERATION OF THE  
21 DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS AND THE ARIZONA  
22 DEPARTMENT OF HOUSING, SHALL ADOPT RULES AND PUBLISH AND PRESCRIBE FORMS  
23 AND PROCEDURES AS NECESSARY TO ADMINISTER THIS SECTION.

24 Sec. 6. Title 43, chapter 11, article 6, Arizona Revised Statutes,  
25 is amended by adding section 43-1163, to read:

26 43-1163. Affordable housing tax credit

27 A. A TAXPAYER IS ALLOWED A CREDIT AGAINST THE TAXES IMPOSED BY THIS  
28 TITLE IF THE ARIZONA DEPARTMENT OF HOUSING ISSUES AN ELIGIBILITY STATEMENT  
29 FOR A QUALIFIED PROJECT PURSUANT TO SECTION 41-3954. THE AMOUNT OF THE  
30 CREDIT:

31 1. IS EQUAL TO AT LEAST FIFTY PERCENT OF THE AMOUNT OF THE FEDERAL  
32 LOW-INCOME HOUSING CREDIT FOR THE QUALIFIED PROJECT.

33 2. ON NOTICE TO THE DEPARTMENT OF REVENUE, MAY BE ALLOCATED AMONG  
34 THE PARTNERS, MEMBERS OR SHAREHOLDERS, AS THEY MAY AGREE AMONG THEMSELVES  
35 REGARDLESS OF THE SIZE OF SUCH PARTICIPANT'S OWNERSHIP INTEREST. THE  
36 TOTAL OF THE ALLOCATED CREDITS AMONG ALL SUCH PARTICIPANTS MAY NOT EXCEED  
37 THE AMOUNT OF THE CREDIT APPROVED BY THE ARIZONA DEPARTMENT OF HOUSING.  
38 THIS PARAGRAPH DOES NOT PROHIBIT A PARTNER, MEMBER OR SHAREHOLDER FROM  
39 HOLDING AN INVESTMENT EXCLUSIVELY IN EITHER THE STATE CREDITS OR FEDERAL  
40 CREDITS ALLOCATED TO THE QUALIFIED PROJECT.

41 B. TO CLAIM THE CREDIT UNDER THIS SECTION, THE TAXPAYER MUST SUBMIT  
42 THE ELIGIBILITY STATEMENT PROVIDED BY THE ARIZONA DEPARTMENT OF HOUSING  
43 UNDER SECTION 41-3954 TO THE DEPARTMENT OF REVENUE WITH THE TAXPAYER'S  
44 INCOME TAX RETURN. A CREDIT UNDER THIS SECTION IS NOT ALLOWED UNTIL THE  
45 TAXPAYER FURNISHES THE REQUIRED DOCUMENTATION.

1 C. IF THE AMOUNT OF THE CREDIT FOR A TAXABLE YEAR EXCEEDS THE  
2 AMOUNT OF TAXES OTHERWISE DUE UNDER THIS TITLE ON THE CLAIMANT'S INCOME,  
3 OR IF THERE ARE NO TAXES DUE UNDER THIS TITLE, THE TAXPAYER MAY CARRY THE  
4 AMOUNT OF THE CLAIM NOT USED TO OFFSET THE TAXES UNDER THIS TITLE FORWARD  
5 FOR NOT MORE THAN FIVE CONSECUTIVE TAXABLE YEARS' INCOME TAX LIABILITY.

6 D. IF ALL OR PART OF THE FEDERAL LOW-INCOME HOUSING TAX CREDIT WITH  
7 RESPECT TO THE QUALIFIED PROJECT IS SUBJECT TO RECAPTURE UNDER SECTION 42  
8 OF THE INTERNAL REVENUE CODE DURING THE FIRST TEN TAXABLE YEARS AFTER THE  
9 PROJECT IS PLACED IN SERVICE, THE CREDIT UNDER THIS SECTION IS ALSO  
10 SUBJECT TO RECAPTURE IN A PROPORTIONAL AMOUNT FROM ALL TAXPAYERS THAT  
11 CLAIMED THE CREDIT. THE RECAPTURE IS CALCULATED BY INCREASING THE AMOUNT  
12 OF TAXES IMPOSED IN THE FOLLOWING YEAR BY THE AMOUNT RECAPTURED.

13 E. THE DEPARTMENT OF REVENUE, WITH THE COOPERATION OF THE  
14 DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS AND THE ARIZONA  
15 DEPARTMENT OF HOUSING, SHALL ADOPT RULES AND PUBLISH AND PRESCRIBE FORMS  
16 AND PROCEDURES AS NECESSARY TO ADMINISTER THIS SECTION.

17 Sec. 7. Delayed repeal; saving clause

18 A. Sections 20-224.04, 41-3954, 43-225, 43-1075 and 43-1163,  
19 Arizona Revised Statutes, as added by this act, are repealed from and  
20 after December 31, 2028.

21 B. The repeal of sections 20-224.04, 41-3954, 43-225, 43-1075 and  
22 43-1163, Arizona Revised Statutes, as added by this act, by subsection A  
23 of this section does not:

24 1. Limit or impair the issuance of premium tax credits or income  
25 tax credits for qualified projects that receive a reservation from the  
26 Arizona department of housing pursuant to section 41-3954, Arizona Revised  
27 Statutes, as added by this act, before December 31, 2028 or a taxpayer's  
28 ability to redeem such tax credits in accordance with sections 20-224.04,  
29 41-3954, 43-1075 and 43-1163, Arizona Revised Statutes, as added by this  
30 act.

31 2. Affect any act done or right accruing or accrued, or any suit or  
32 proceeding had or commenced in any civil cause of action before the  
33 repeal. All rights and liabilities under such acts continue and may be  
34 enforced in the same manner as allowed before the repeal.

35 Sec. 8. Implementation and administration

36 The Arizona department of housing shall implement and administer  
37 section 41-3954, Arizona Revised Statutes, as added by this act, for  
38 Arizona's 2022 qualified allocation plan for the low-income housing tax  
39 credit and for future qualified allocation plans for the low-income  
40 housing tax credits authorized by this act.

41 Sec. 9. Purpose

42 Pursuant to section 43-223, Arizona Revised Statutes, the  
43 legislature enacts sections 43-1075 and 43-1163, Arizona Revised Statutes,  
44 as added by this act, to support the construction of new affordable  
45 housing projects in this state.

REFERENCE TITLE: corporation commission actions; investigation

State of Arizona  
House of Representatives  
Fifty-fifth Legislature  
First Regular Session  
2021

## **HB 2737**

Introduced by

Representatives Parker: Barton, Biasiucci, Blackman, Bolick, Bowers,  
Borges, Cobb, Cook, Dunn, Fillmore, Finchem, Grantham, Griffin, Hoffman,  
John, Kaiser, Kavanagh, Nguyen, Nutt, Payne, Pingerelli, Toma, Wilmeth

AN ACT

AMENDING TITLE 41, CHAPTER 1, ARTICLE 5, ARIZONA REVISED STATUTES, BY  
ADDING SECTION 41-194.02; RELATING TO THE ATTORNEY GENERAL.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 41, chapter 1, article 5, Arizona Revised  
3 Statutes, is amended by adding section 41-194.02, to read:

4 41-194.02. Violations of law by the corporation commission;  
5 attorney general investigation; report; action;  
6 budget withholding; applicability

7 A. AT THE REQUEST OF ONE OR MORE MEMBERS OF THE LEGISLATURE, THE  
8 ATTORNEY GENERAL SHALL INVESTIGATE:

9 1. ANY DECISION, ORDER OR RULE ADOPTED OR AMENDED BY THE  
10 CORPORATION COMMISSION THAT THE MEMBER ALLEGES IS BEYOND THE CORPORATION  
11 COMMISSION'S STATUTORY OR CONSTITUTIONAL AUTHORITY.

12 2. WHETHER THE CORPORATION COMMISSION IS NOT EXECUTING OR ENFORCING  
13 A STATUTE.

14 B. THE ATTORNEY GENERAL SHALL MAKE A WRITTEN REPORT OF FINDINGS AND  
15 CONCLUSIONS AS A RESULT OF THE INVESTIGATION WITHIN THIRTY DAYS AFTER  
16 RECEIPT OF THE REQUEST AND SHALL PROVIDE A COPY OF THE REPORT TO THE  
17 GOVERNOR, THE PRESIDENT OF THE SENATE, THE SPEAKER OF THE HOUSE OF  
18 REPRESENTATIVES, THE MEMBER OR MEMBERS OF THE LEGISLATURE MAKING THE  
19 ORIGINAL REQUEST AND THE SECRETARY OF STATE.

20 C. IF THE ATTORNEY GENERAL CONCLUDES THAT THE CORPORATION  
21 COMMISSION:

22 1. EITHER DOES NOT HAVE THE STATUTORY OR CONSTITUTIONAL AUTHORITY  
23 TO ADOPT OR AMEND THE DECISION, ORDER OR RULE UNDER INVESTIGATION OR IS  
24 NOT EXECUTING OR ENFORCING THE STATUTE THAT IS THE SUBJECT OF THE  
25 INVESTIGATION, THE ATTORNEY GENERAL SHALL PROVIDE NOTICE TO THE  
26 CORPORATION COMMISSION, BY CERTIFIED MAIL, OF THE VIOLATION AND SHALL  
27 INDICATE THAT THE CORPORATION COMMISSION HAS THIRTY DAYS TO AMEND, REPEAL  
28 OR OTHERWISE RESOLVE THE CORPORATION COMMISSION'S ACTION OR INACTION. IF  
29 THE ATTORNEY GENERAL DETERMINES THAT THE CORPORATION COMMISSION HAS FAILED  
30 TO RESOLVE THE VIOLATION WITHIN THIRTY DAYS, THE ATTORNEY GENERAL SHALL  
31 FILE A SPECIAL ACTION IN THE SUPREME COURT TO RESOLVE THE ISSUE, AND THE  
32 SUPREME COURT SHALL GIVE THE ACTION PRECEDENCE OVER ALL OTHER CASES.

33 2. MAY HAVE THE STATUTORY OR CONSTITUTIONAL AUTHORITY TO ADOPT OR  
34 AMEND THE DECISION, ORDER OR RULE UNDER INVESTIGATION OR MAY BE EXECUTING  
35 OR ENFORCING THE STATUTE THAT IS THE SUBJECT OF THE INVESTIGATION, THE  
36 ATTORNEY GENERAL SHALL FILE A SPECIAL ACTION IN THE SUPREME COURT TO  
37 RESOLVE THE ISSUE, AND THE SUPREME COURT SHALL GIVE THE ACTION PRECEDENCE  
38 OVER ALL OTHER CASES.

39 3. DOES HAVE THE STATUTORY OR CONSTITUTIONAL AUTHORITY TO ADOPT THE  
40 DECISION, ORDER OR RULE UNDER INVESTIGATION OR IS EXECUTING OR ENFORCING  
41 THE STATUTE THAT IS THE SUBJECT OF THE INVESTIGATION, THE ATTORNEY GENERAL  
42 SHALL TAKE NO FURTHER ACTION.

43 D. IF THE SUPREME COURT DETERMINES THAT THE CORPORATION COMMISSION  
44 DID NOT HAVE THE STATUTORY OR CONSTITUTIONAL AUTHORITY TO ADOPT THE  
45 DECISION, ORDER OR RULE, OR IS NOT EXECUTING OR ENFORCING THE STATUTE, THE

1 ATTORNEY GENERAL SHALL INFORM THE GENERAL ACCOUNTING OFFICE OF THE  
2 DEPARTMENT OF ADMINISTRATION, WHICH SHALL WITHHOLD TEN PERCENT OF THE  
3 CORPORATION COMMISSION'S OPERATING LUMP SUM BUDGET FOR THE CURRENT FISCAL  
4 YEAR EQUALLY OVER THE NEXT FOUR CONSECUTIVE QUARTERLY BUDGET ALLOCATIONS.  
5 THE QUARTERLY BUDGET ALLOCATIONS MAY BE IN DIFFERENT FISCAL YEARS, IF  
6 NECESSARY.  
7 E. THIS SECTION DOES NOT APPLY TO ANY ORDER OR DECISION SETTING  
8 RATES FOR PUBLIC SERVICE CORPORATIONS.

REFERENCE TITLE: forest products; processing; tax credit

State of Arizona  
Senate  
Fifty-fifth Legislature  
First Regular Session  
2021

## **SB 1177**

Introduced by  
Senators Kerr: Gowan, Gray, Livingston, Rogers, Shope

### AN ACT

AMENDING SECTION 43-222, ARIZONA REVISED STATUTES; AMENDING TITLE 43, CHAPTER 10, ARTICLE 5, ARIZONA REVISED STATUTES, BY ADDING SECTION 43-1076.01; AMENDING TITLE 43, CHAPTER 11, ARTICLE 6, ARIZONA REVISED STATUTES, BY ADDING SECTION 43-1162; RELATING TO INCOME TAX.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 43-222, Arizona Revised Statutes, is amended to  
3 read:

4 43-222. Income tax credit review schedule

5 The joint legislative income tax credit review committee shall  
6 review the following income tax credits:

7 1. For years ending in 0 and 5, sections 43-1079.01, 43-1087,  
8 43-1088, 43-1089.04, 43-1167.01 and 43-1175.

9 2. For years ending in 1 and 6, sections 43-1072.02, 43-1074.02,  
10 43-1076.01, 43-1083, 43-1083.02, 43-1162, 43-1164.03 and 43-1183.

11 3. For years ending in 2 and 7, sections 43-1073, 43-1085, 43-1086,  
12 43-1089, 43-1089.01, 43-1089.02, 43-1089.03, 43-1164 and 43-1169.

13 4. For years ending in 3 and 8, sections 43-1074.01, 43-1081,  
14 43-1168, 43-1170 and 43-1178.

15 5. For years ending in 4 and 9, sections 43-1073.01, 43-1076,  
16 43-1081.01, 43-1083.03, 43-1084, 43-1164.04, 43-1164.05, and 43-1184.

17 Sec. 2. Title 43, chapter 10, article 5, Arizona Revised Statutes,  
18 is amended by adding section 43-1076.01, to read:

19 43-1076.01. Healthy forest production tax credit; definitions

20 A. FOR TAXABLE YEARS BEGINNING FROM AND AFTER DECEMBER 31, 2021, A  
21 CREDIT IS ALLOWED AGAINST THE TAXES IMPOSED BY THIS TITLE FOR PROCESSING  
22 QUALIFYING FOREST PRODUCTS.

23 B. THE TAXPAYER IS ELIGIBLE FOR THE CREDIT IF ALL OF THE FOLLOWING  
24 APPLY:

25 1. THE TAXPAYER HAS A CURRENT HEALTHY FOREST ENTERPRISE INCENTIVE  
26 CERTIFICATION AND MEMORANDUM OF UNDERSTANDING WITH THE ARIZONA COMMERCE  
27 AUTHORITY PURSUANT TO SECTION 41-1516.

28 2. THE TAXPAYER PROCESSES QUALIFYING FOREST PRODUCTS FROM A  
29 QUALIFYING PROJECT FROM AND AFTER DECEMBER 31, 2021 AND BEFORE JANUARY 1,  
30 2031.

31 3. THE FACILITY THAT PROCESSES QUALIFYING FOREST PRODUCTS IS  
32 LOCATED WITHIN THIS STATE.

33 C. THE TAXPAYER IS ELIGIBLE FOR THE CREDIT FOR THE CALENDAR YEAR IN  
34 WHICH THE QUALIFYING PROJECT PROCESSES QUALIFYING FOREST PRODUCTS PURSUANT  
35 TO SUBSECTION B OF THIS SECTION.

36 D. IF THE ALLOWABLE CREDIT UNDER THIS SECTION EXCEEDS THE TAXES  
37 OTHERWISE DUE UNDER THIS TITLE ON THE CLAIMANT'S INCOME, OR IF THERE ARE  
38 NO TAXES DUE UNDER THIS TITLE, THE TAXPAYER MAY CARRY FORWARD THE AMOUNT  
39 OF THE CLAIM NOT USED TO OFFSET THE TAXES UNDER THIS TITLE FOR NOT MORE  
40 THAN FIVE CONSECUTIVE TAXABLE YEARS' INCOME TAX LIABILITY.

41 E. THE CREDIT AUTHORIZED BY THIS SECTION IS BASED ON THE NUMBER OF  
42 TONS OF QUALIFYING FOREST PRODUCTS THAT A TAXPAYER PROCESSES DURING A  
43 CALENDAR YEAR. FOR A TAXPAYER WHO FILES ON A FISCAL YEAR BASIS, THE CREDIT  
44 SHALL BE CLAIMED ON THE RETURN FOR THE TAXABLE YEAR IN WHICH THE CALENDAR  
45 YEAR ENDS.

1 F. SUBJECT TO SUBSECTION H OF THIS SECTION, THE AMOUNT OF THE  
2 CREDIT IS \$10,000 FOR THE FIRST TWENTY THOUSAND TONS AND \$5,000 FOR EVERY  
3 TEN THOUSAND TONS THEREAFTER OF QUALIFYING FOREST PRODUCTS THE TAXPAYER  
4 PROCESSES IN THE CALENDAR YEAR.

5 G. TO BE ELIGIBLE FOR THE CREDIT UNDER THIS SECTION, THE TAXPAYER  
6 MUST APPLY TO THE DEPARTMENT, ON A FORM PRESCRIBED BY THE DEPARTMENT, FOR  
7 CERTIFICATION OF THE CREDIT. THE DEPARTMENT SHALL ACCEPT APPLICATIONS  
8 BEGINNING JANUARY 2 THROUGH JANUARY 31 OF THE YEAR FOLLOWING THE CALENDAR  
9 YEAR FOR WHICH THE CREDIT IS BEING REQUESTED. THE APPLICATION SHALL  
10 INCLUDE:

11 1. THE TAXPAYER'S NAME, ADDRESS AND SOCIAL SECURITY NUMBER OR  
12 FEDERAL EMPLOYER IDENTIFICATION NUMBER.

13 2. THE LOCATION OF THE TAXPAYER'S FACILITY THAT PROCESSES  
14 QUALIFYING FOREST PRODUCTS FOR WHICH THE CREDIT IS CLAIMED.

15 3. THE AMOUNT OF THE CREDIT THAT IS CLAIMED.

16 4. THE DATE THE TAXPAYER BEGAN PROCESSING COMMERCIALY MARKETABLE  
17 AMOUNTS OF QUALIFYING FOREST PRODUCTS.

18 5. ANY ADDITIONAL INFORMATION THAT THE DEPARTMENT REQUIRES.

19 H. THE DEPARTMENT SHALL REVIEW EACH APPLICATION UNDER SUBSECTION G  
20 OF THIS SECTION AND CERTIFY TO THE TAXPAYER THE AMOUNT OF THE CREDIT  
21 AUTHORIZED. THE AMOUNT OF THE CREDIT FOR ANY CALENDAR YEAR MAY NOT EXCEED  
22 \$500,000 PER TAXPAYER WHO PROCESSES QUALIFYING FOREST PRODUCTS. CREDITS  
23 ARE ALLOWED UNDER THIS SECTION AND SECTION 43-1162 ON A FIRST-COME,  
24 FIRST-SERVED BASIS. THE DEPARTMENT MAY NOT AUTHORIZE TAX CREDITS UNDER  
25 THIS SECTION AND SECTION 43-1162 THAT EXCEED IN THE AGGREGATE A TOTAL OF  
26 \$2,000,000 FOR ANY CALENDAR YEAR.

27 I. THE FIRST TIME A TAXPAYER SUBMITS A QUALIFIED APPLICATION UNDER  
28 SUBSECTION G OF THIS SECTION, THE DEPARTMENT SHALL ADD THE TAXPAYER'S NAME  
29 TO A CREDIT AUTHORIZATION LIST IN THE ORDER IN WHICH QUALIFIED  
30 APPLICATIONS ARE FIRST RECEIVED BY THE DEPARTMENT ON BEHALF OF THE  
31 TAXPAYER. A TAXPAYER'S POSITION ON THE CREDIT AUTHORIZATION LIST SHALL BE  
32 DETERMINED IN THE FIRST YEAR THE TAXPAYER SUBMITS AN APPLICATION UNDER  
33 SUBSECTION G OF THIS SECTION FOR PROCESSING QUALIFYING FOREST PRODUCTS.  
34 THE TAXPAYER'S POSITION ON THE LIST SHALL REMAIN UNCHANGED FOR THE  
35 REMAINDER OF THE PERIOD SPECIFIED IN SUBSECTION B, PARAGRAPH 2 OF THIS  
36 SECTION OR UNTIL A YEAR IN WHICH THE TAXPAYER FAILS TO SUBMIT A TIMELY  
37 APPLICATION UNDER SUBSECTION G OF THIS SECTION OR OTHERWISE FAILS TO  
38 COMPLY WITH THIS SECTION. IF A TAXPAYER IS REMOVED FROM THE CREDIT  
39 AUTHORIZATION LIST FOR PROCESSING QUALIFYING FOREST PRODUCTS, THE TAXPAYER  
40 MAY ESTABLISH A NEW POSITION ON THE CREDIT AUTHORIZATION LIST IN A  
41 SUBSEQUENT YEAR BY FILING A TIMELY APPLICATION FOR PROCESSING QUALIFYING  
42 FOREST PRODUCTS THAT QUALIFIES FOR THE CREDIT.

43 J. IF AN APPLICATION IS RECEIVED THAT, IF AUTHORIZED, WOULD REQUIRE  
44 THE DEPARTMENT TO EXCEED THE \$2,000,000 LIMIT, THE DEPARTMENT SHALL GRANT  
45 THE APPLICANT ONLY THE REMAINING CREDIT AMOUNT THAT WOULD NOT EXCEED THE

1 \$2,000,000 LIMIT. AFTER THE DEPARTMENT AUTHORIZES \$2,000,000 IN TAX  
2 CREDITS, THE DEPARTMENT SHALL DENY ANY SUBSEQUENT APPLICATIONS RECEIVED  
3 FOR THAT CALENDAR YEAR. THE DEPARTMENT MAY NOT AUTHORIZE ANY ADDITIONAL  
4 TAX CREDITS THAT EXCEED THE \$2,000,000 LIMIT EVEN IF THE AMOUNTS THAT HAVE  
5 BEEN CERTIFIED TO ANY TAXPAYER WERE NOT CLAIMED OR A TAXPAYER OTHERWISE  
6 FAILS TO MEET THE REQUIREMENTS TO CLAIM THE ADDITIONAL CREDIT.

7 K. CO-OWNERS OF A FACILITY THAT PROCESSES QUALIFYING FOREST  
8 PRODUCTS, INCLUDING PARTNERS IN A PARTNERSHIP AND SHAREHOLDERS OF AN S  
9 CORPORATION AS DEFINED IN SECTION 1361 OF THE INTERNAL REVENUE CODE, MAY  
10 EACH CLAIM THE PRO RATA SHARE OF THE CREDIT ALLOWED UNDER THIS SECTION  
11 BASED ON OWNERSHIP INTEREST. THE TOTAL OF THE CREDITS ALLOWED ALL SUCH  
12 OWNERS WHO PROCESS QUALIFYING FOREST PRODUCTS MAY NOT EXCEED THE AMOUNT  
13 THAT WOULD HAVE BEEN ALLOWED FOR A SOLE OWNER.

14 L. THE DEPARTMENT SHALL ADOPT RULES AND PUBLISH AND PRESCRIBE FORMS  
15 AND PROCEDURES AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS SECTION.

16 M. FOR THE PURPOSES OF THIS SECTION:

17 1. "PROCESSED" OR "PROCESSING" MEANS ANY CHANGE IN THE PHYSICAL  
18 STRUCTURE OF QUALIFYING FOREST PRODUCTS REMOVED FROM A QUALIFYING PROJECT  
19 INTO A MARKETABLE COMMERCIAL PRODUCT OR COMPONENT OF A PRODUCT THAT HAS  
20 COMMERCIAL VALUE TO A CONSUMER OR PURCHASER AND THAT IS READY TO BE USED  
21 WITH OR WITHOUT FURTHER ALTERING ITS FORM.

22 2. "QUALIFYING FOREST PRODUCTS" MEANS QUALIFYING FOREST PRODUCTS AS  
23 DEFINED IN SECTION 41-1516 THAT ARE SOURCED WITHIN THIS STATE.

24 3. "QUALIFYING PROJECT" HAS THE SAME MEANING PRESCRIBED IN SECTION  
25 41-1516.

26 Sec. 3. Title 43, chapter 11, article 6, Arizona Revised Statutes,  
27 is amended by adding section 43-1162, to read:

28 43-1162. Healthy forest production tax credit; definitions

29 A. FOR TAXABLE YEARS BEGINNING FROM AND AFTER DECEMBER 31, 2021, A  
30 CREDIT IS ALLOWED AGAINST THE TAXES IMPOSED BY THIS TITLE FOR PROCESSING  
31 QUALIFYING FOREST PRODUCTS.

32 B. THE TAXPAYER IS ELIGIBLE FOR THE CREDIT IF ALL OF THE FOLLOWING  
33 APPLY:

34 1. THE TAXPAYER HAS A CURRENT HEALTHY FOREST ENTERPRISE INCENTIVE  
35 CERTIFICATION AND MEMORANDUM OF UNDERSTANDING WITH THE ARIZONA COMMERCE  
36 AUTHORITY PURSUANT TO SECTION 41-1516.

37 2. THE TAXPAYER PROCESSES QUALIFYING FOREST PRODUCTS FROM A  
38 QUALIFYING PROJECT FROM AND AFTER DECEMBER 31, 2021 AND BEFORE JANUARY 1,  
39 2031.

40 3. THE FACILITY THAT PROCESSES QUALIFYING FOREST PRODUCTS IS  
41 LOCATED WITHIN THIS STATE.

42 C. THE TAXPAYER IS ELIGIBLE FOR THE CREDIT FOR THE CALENDAR YEAR IN  
43 WHICH THE QUALIFYING PROJECT PROCESSES QUALIFYING FOREST PRODUCTS PURSUANT  
44 TO SUBSECTION B OF THIS SECTION.

1 D. IF THE ALLOWABLE CREDIT UNDER THIS SECTION EXCEEDS THE TAXES  
2 OTHERWISE DUE UNDER THIS TITLE ON THE CLAIMANT'S INCOME, OR IF THERE ARE  
3 NO TAXES DUE UNDER THIS TITLE, THE TAXPAYER MAY CARRY FORWARD THE AMOUNT  
4 OF THE CLAIM NOT USED TO OFFSET THE TAXES UNDER THIS TITLE FOR NOT MORE  
5 THAN FIVE CONSECUTIVE TAXABLE YEARS' INCOME TAX LIABILITY.

6 E. THE CREDIT AUTHORIZED BY THIS SECTION IS BASED ON THE NUMBER OF  
7 TONS OF QUALIFYING FOREST PRODUCTS THAT A TAXPAYER PROCESSES DURING A  
8 CALENDAR YEAR. FOR A TAXPAYER THAT FILES ON A FISCAL YEAR BASIS, THE  
9 CREDIT SHALL BE CLAIMED ON THE RETURN FOR THE TAXABLE YEAR IN WHICH THE  
10 CALENDAR YEAR ENDS.

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33 ARE ALLOWED UNDER THIS SECTION AND SECTION 43-1076.01 ON A FIRST-COME,  
34 FIRST-SERVED BASIS. THE DEPARTMENT MAY NOT AUTHORIZE TAX CREDITS UNDER  
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19 THE PRO RATA SHARE OF THE CREDIT ALLOWED UNDER THIS SECTION BASED ON  
20 OWNERSHIP INTEREST. THE TOTAL OF THE CREDITS ALLOWED ALL SUCH OWNERS THAT  
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22 HAVE BEEN ALLOWED FOR A SOLE OWNER.

23 L. THE DEPARTMENT SHALL ADOPT RULES AND PUBLISH AND PRESCRIBE FORMS  
24 AND PROCEDURES AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS SECTION.

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29 COMMERCIAL VALUE TO A CONSUMER OR PURCHASER AND THAT IS READY TO BE USED  
30 WITH OR WITHOUT FURTHER ALTERING ITS FORM.

31 2. "QUALIFYING FOREST PRODUCTS" MEANS QUALIFYING FOREST PRODUCTS AS  
32 DEFINED IN SECTION 41-1516 THAT ARE SOURCED WITHIN THIS STATE.

33 3. "QUALIFYING PROJECT" HAS THE SAME MEANING PRESCRIBED IN SECTION  
34 41-1516.

35 Sec. 4. Purpose

36 Pursuant to section 43-223, Arizona Revised Statutes, the  
37 legislature enacts sections 43-1076.01 and 43-1162, Arizona Revised  
38 Statutes, as added by this act, to encourage the existing forest product  
39 industry to increase its capacity and invest in additional forest  
40 processing infrastructure and to provide incentives for new industry to  
41 locate in Arizona to increase the pace and scale of forest restoration in  
42 support of sound forest management and watershed protection.

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, City Clerk  
**Date:** 02/11/2021  
**Meeting Date:** 02/16/2021



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**TITLE**

**Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Salas to place on a future agenda a discussion about a citywide comprehensive cost recovery policy.

**STAFF RECOMMENDED ACTION:**

Council direction.

**EXECUTIVE SUMMARY:**

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Salas has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

**INFORMATION:**

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**Attachments:**

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, City Clerk  
**Date:** 02/11/2021  
**Meeting Date:** 02/16/2021



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**TITLE**

**City Manager Report**

**STAFF RECOMMENDED ACTION:**

Information Only

**EXECUTIVE SUMMARY:**

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization.

**INFORMATION:**

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**Attachments:** [City Manager Report](#)  
[Monthly Capital Report](#)  
[Capital Project Map](#)

# City Manager's Report

January 29, 2021 & February 16, 2021

Council and Colleagues, greetings. These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization.

In no particular order... this report covers information for the January 29<sup>th</sup> and February 16<sup>th</sup> Council meeting.

## Public Works

### Quick Updates

- Athletics staff is working with the League Coordinator of the United States Tennis Association to rent tennis courts at Hal Jensen Recreation Center for matches in February and April.
- Community Events staff are working with a team to redevelop the Parks and Recreation logo to include Open Space.
- Joe C. Montoya staff is assisting Coconino County with scheduling Covid-19 vaccinations for people over age 65.
- Hal Jensen Recreation Center staff are working with Joe C. Montoya Center staff to discuss a new program for Seniors called "Friend Chat Line." Staff would reach out to Seniors in our community to check-in on their wellbeing, to see if they have any particular needs, or be someone for them to talk to.
- Open Space Program staff will be applying to NAU's Civic Service Institute's (CSI) Volunteer in Service to America (VISTA) program to introduce and inspire underprivileged youth in outdoor STEM fields.
- Eight Open Space Steward volunteers donated 37 hours in January 2021, cleaning up trash and graffiti, refilling map boxes at Picture Canyon, and researching content for a self-guided hike of McMillan Mesa under our TREE grant.
- Fleet Services finished rebuilding major water valve components on Flagstaff Fire Departments Quint Ladder Truck (F2012) this week and returned it to service. FFD now has both aerial units in service.
- Water Services staff would like to thank Public Works and Streets personnel for their coordinated efforts during snow events. It takes all hands-on deck to assure the City is safe and operating efficiently during snowstorms. Nine out of twenty Water Services staff have the needed heavy equipment expertise and regularly report to assist Streets and Parks in de-icing roadways, snow plowing and cinder dispersal. Water Services staff continues to remain available to assist with any emergency needs that may arise. It's a Team Flagstaff effort to keep our streets safe and our water flowing during winter months!

### Snow Operations

The winter storm that ended this week on January 26, 2021 was a whopper for Public Works crews. The storm produced 33.2" at the airport and was categorized as the 15<sup>th</sup> largest storm by the National Weather Service. All of Public Works including Streets, Solid Waste, Parks and Recreation, and Facilities assisted with snow relocation efforts throughout the community, and Fleet Services kept us all up and running in fine form. A heartfelt thank you to every person that worked on this event, also

including those receiving difficult phone calls, those operating machinery in the tough-to-reach locations, and of course all the hand shovelers! The teamwork demonstrated in this storm was something to behold, and we could not have done it without all of our partners. Some images to enjoy:



Heritage Square before



Heritage Square after



Amy Hagin, smiling as always!



Parks Maintenance Worker Kevin Whealy along Butler

Excellent support of Public Works Streets crews during emergency snow operations from Solid Waste Section, Parks Section, Water Services Division and our on-call temporary operators. Excellent cross training and preparations allowed for seamless interaction and clear communication. *THANK YOU* for the program adjustments and willingness to help the Streets Section out. This was tremendous in providing timely response.



PW Director joining the fun (on the right)



Clearing snow - parking garage canopy

Parks is partnering with Recreation staff to assist with the labor-intensive snow operation at Heritage Square due to the many tables, wine barrels, and gazebos that require more time and effort. ParkFlag is assisting as well when applicable.



The white out conditions last Monday afternoon caused snow operations to suspend operations for a short period of time (see picture on left from W. Rt. 66 and Woody Mountain road).

Thanks to the Police Department for excellent dispatch work and the patrol officer's assistance all week. On the right is a great picture of a car that was not seen during operations. No vehicle damage occurred, and the credit goes to skilled operators to provide safe passage in a unique situation. Ironically, the car did have a citation on the windshield that was issued pre-storm.



A crew of Signs and Markings staff made emergency repairs to dozens of 'sign down' locations as a result of vehicle collisions from the icy roadways. Most of these locations are being served with temporary traffic control until it is safe to make permanent repairs in the coming weeks.

Our call volume was high (this is typical) and our Administrative Specialist, Bayley Chotena, handled each call for service professionally and promptly. The latest website improvements and faster call response did reduce repeated calls for service and resulted in good feedback from residents.

The valley media covered the winter event. All major news networks were functioning, and PW Director Bertelsen and Streets Director Overton were able to message the hard work and preparations for a major winter event. This is quality outreach and is designed to get good information out to visitors with travel impacts and advisory preparations for the public. In total, we completed eight live broadcasts and interviews, four informational recorded segments, two print requests, and radio information locally.

With respect to street operations, they began on Friday, January 22<sup>nd</sup> and cleanup efforts continued well into the follow week. The following is noteworthy:

- Snow operations have had full deployment and are on day and night shift rotations. Each Streets operator is working 12 hours-on, 12 hours-off shifts. We will start rotating a day off for everyone as soon as possible, noting that another storm is occurring on Friday the 29<sup>th</sup>.
- All 20 plow trucks and eight graders were used in operations. Thanks to Fleet Services for continued repairs both minor and major in a couple of cases. Overall, the equipment fared well and was excellent for response.
- As of Friday, the 29<sup>th</sup> all areas are plowed and cindered as appropriate. Work is continuing with intersection clean up, lane widening, ice and slush removal, push back, and preparation for upcoming weather in the forecast.



### Berm Summary

A windrow or “snow berm” as they are referenced to, is simply product or material that has been mechanically processed or relocated to a roadway edge. During the Streets snow operations, we are tasked with the snow clearing of over 700 lane miles of transportation network consisting of mostly asphalt roadways. The primary equipment used is severe duty plow trucks and road graders. This mechanical method of snow clearing is well accepted and continues to be an industry best practice nationwide. In Flagstaff, our climate and weather pattern is quite unique and different than others. Many storms are warm with high moisture content snows, followed by quick warming trends. In fact, it is not uncommon to have severe storms and only days later temperatures raise to high 40’s.

The calculation of windrow size is determined by the total surface area of improved road surface multiplied by the depth of snow and divided by the snow storage area available. Easier said, more road and more snow equals taller and larger windrows. Streets operators train to place the windrow as close to curbs or sidewalks without placing snow on the adjacent sidewalk (this is harder than it sounds but

overall, operators do okay). If the street is wide or we have good accumulation, the windrow result is significant. In a narrow road section, the windrow will be taller to accommodate the widest travel path possible as well (Ponderosa Trails is a great example). The operators' best practice is to divide or split the street to attempt an equal windrow placement on each side of the roadway. Some exceptions to the rule will include topography challenges that prevent safe placement, shading and dangerous locations, and if possible, one side loading to open space or areas that have no sidewalks or cross driveways.

In Flagstaff we have over 27,000 driveways and we strive at being courteous and cautious about all locations. Operators have great sympathy for our fellow residents and the impacts of windrows. The safe passage and community transportation mobility that allows ingress and egress is a primary goal. In order to keep transit operational, keep education institutions open, ensure that traffic and commerce are flowing, and provide all core services and emergency vehicle access, one of the traded values is the windrow result. Messaging to the community has been to work as partners, help a neighbor, shovel shortly after plow operations if possible, and if additional assistance is needed residents may qualify for the *Berm Assistance Program* delivered by a small Parks crew that follows up with residents in the days following a storm to provide some assistance.

Our mechanical method of snow operations is functioning well in an unpredictable winter weather climate. Streets will continue to investigate and evaluate best practices, equipment advancement, and investing in operator training and improvement to deliver the highest level of service possible in a challenging urban environment.

Council had previously budgeted for the acquisition of two gates to utilize with the road graders as a pilot program in more rural neighborhoods (the gates do not function well in high density neighborhoods). Pursuant to the Recession Plan, this acquisition was not pursued.

## **Fire**

- Congratulations Captain Brent Mierendorf on your retirement.
- Congratulations to Mark Del Giorgio the successful candidate for Captain's promotional process and Casey Gonzales for the Engineer's promotional process. Congratulations Mark Del Giorgio and Casey Gonzales!
- Following a recent hiring process, these new Firefighters will be joining the Flagstaff Fire Department in March 2021 – David Ortiz, Jacob Tracy, Derek Sausman, Rilee Rhees, Max Wiedemann and Kenny Carr. Welcome!
- Fire crews rescued a person who was experiencing numbness in their legs and was stuck in the rafters 35 feet into the air. Crews called in additional assistance to reach the individual and were able to transfer the individual down to the ground via the ariel bucket (see pictures below).





### Police Department

- Flagstaff Police personnel attended Southside Community Block watch, NAU Alcohol and Drug Council, Family Advocacy, Coordinated Community Response Team on Domestic Violence, and Victim Witness Board meetings.
- Sgt Hernandez held a virtual STEM presentation for an FUSD class.
- On Tuesday evening, Patrol worked a call involving a severe alcohol detox situation that turned into a barricaded suicidal subject with a firearm to his head. Corporal Leyva, assumed negotiations, and worked with the family. The squad, as a whole, protected the family and the surrounding residences. Using time and de-escalation techniques, the officers did not press the issues. They ultimately backed off, giving the subject time to decompress. Ultimately Corporal Leyva established a relationship of trust, was able to talk him into walking out of the house without the firearm and was able to connect him to mental health resources. Another life saved. Great work by all, especially Leyva! (see picture on right).
- Officers continued to field dozens of calls related to snow players illegally parking, causing neighborhood congestion and other traffic and parking related problems through the city.
- The Special Enforcement conducted weeks of surveillance and enforcement at a hot spot location in the Southside neighborhood while led to a search warrant of a residence. The warrant yielded



four drug-related arrests to include the seizure of a firearm by one of the drug offenders. Great police work and teamwork by all members of the squad!

- Officer Mike Randall responded to a family issue involving an autistic boy acting out for a variety of issues. Officer Randall learned about the nature of the boy's behavior, spoke with the boy at length about his behavior and how to correct it. This was a positive contact for everyone involved.

Randall returned the following day to check on the boy and make sure he was still in a good place. Prior to this visit, Ofc Randall purchased two remote control cars (one of these cars being a Police car) using his own money. He gave these cars to Zachary and his brother to create a positive interaction with the Police and to build trust with him for any future interactions with law enforcement. The boy's father called to say they were "very appreciative" of the



interaction they had with the officers in both the original incident and the follow up. Officer Randall's actions are an excellent example of helping to build trust with the most vulnerable of our community. His actions truly set an example for other officers to emulate and we thank him.

- On January 07, 2021, Emergency Communications Specialist (ECS) Celeste Hansen answered a 9-1-1 telephone call from an upset female caller advising her brother took an unknown number of pills, locked himself in a vehicle to which she had no keys, and she could hear him snoring. Hansen



helped the female caller and her husband get into the vehicle by coaching them on how to use a rock to break the vehicle's window and unlock it. Hansen gave the female step-by-step instructions to move the patient from the car to the ground so CPR could be administered. Hansen recommended to the female caller to switch who administered CPR between her and her husband, having them trade every few minutes, so they could save their strength as it would be an extended arrival time for emergency personnel. Hansen stayed on the telephone line until emergency services arrived on scene and took over CPR. This 9-1-1 telephone call lasted approximately 40 minutes and 30 seconds. Dispatchers are the first-responders, but rarely are they recognized for the pivotal role they play in the lives of those they serve. ECS Hansen made a tremendous difference in the life of this caller and

her family by performing lifesaving telephonic CPR instruction in line with the Mission of the Flagstaff Police Department. We thank her for her dedication to our mission!

## **Airport**

A small badging ceremony was held for four of the Airport's Aircraft Rescue Firefighters (ARFF). The ceremony was originally scheduled for the beginning of 2020 but had to be continuously postponed due to the COVID 19 pandemic. The badging ceremony is the official swearing in of a commissioned fire personal, in which an oath is read aloud, the employee repeats or "swears" to follow the oath, and then is pinned with their aircraft rescue firefighting badge.

The four Aircraft Rescue Firefighters commissioned were: Marcos Trejo, Dan Crystal, Nelson Sandoval, and Johnathan Wild. We are very proud of our newly commissioned ARFFs and are excited to have them continue to be a part of the airport team!



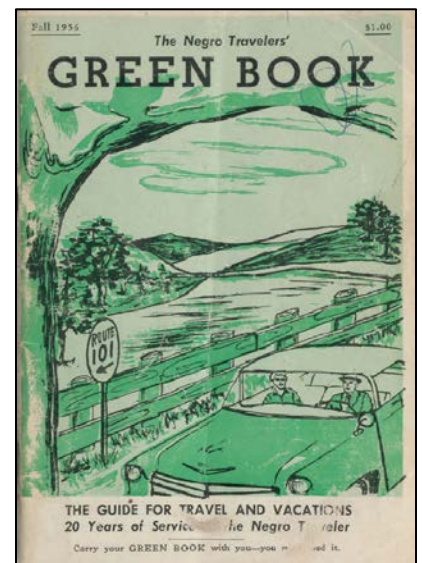
Marcos Trejo



Johnathan Wild

## **Discover Flagstaff Team**

- The Tourism Commission, along with Discover Flagstaff's Director, suggested research and consideration be given to procuring content associated with Flagstaff's role in The Green Book as it was a traveler's resource guide. The Discover Flagstaff team mobilized, reached out to community resources and subject experts, and learned Flagstaff was on the right side of history during the Jim Crow era. As a result, [Green Book content](#) (Flagstaff walking tour with published Flagstaff businesses/sites that are included in Green Book editions, video with former Mayor Evans, NAU Cline Library historical photos, and subject expert crafted blogs), has been populated on [discoverflagstaff.com](#)

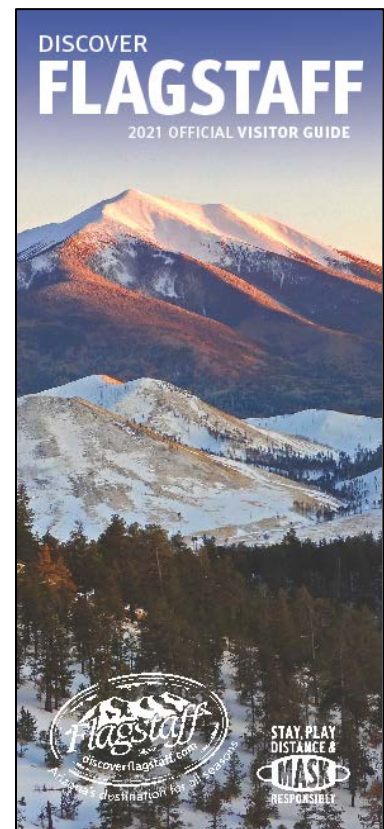




- The official visitor guide is Discover Flagstaff’s primary fulfillment marketing communication piece reaching 100K people worldwide via hardcopy and contributes to the 1.9M digital page views on [discoverflagstaff.com](http://discoverflagstaff.com). This year’s edition was enhanced and expanded to include more pages providing robust listings supporting stakeholders and partners including nearly 75 accommodations, approximately 260 restaurants, and nearing 100 listings of attractions and things-to-do.

## Meetings & Updates

- The City Manager attended the Coconino Plateau Water Advisory Council meeting on Friday, January 29<sup>th</sup>, and spoke to pending legislation related to Rural Management Areas (aquifer protection). Some discussion was also had related to the City’s legislative priorities.
- The Flagstaff Downtown Business Alliance Board meeting occurred on Thursday, January 28<sup>th</sup>. Topics included the City’s efforts related to parking structures in the downtown area (Foundation for Senior Living) and old courthouse site.
- The Management meeting with MetroPlan occurred on January 28<sup>th</sup>.
- The ICF meeting occurred on January 20<sup>th</sup>.
- Ryan Roberts will continue to serve as Interim Director for the Water Services Director for the next six months. The recent recruitment process did not result in a filling of the permanent position at this juncture. We are grateful for his continued service.
- We have had multiple meetings in preparation for the City Council Budget Retreat on February 1<sup>st</sup>. The agenda is posted, and the meeting will be facilitated by Julie Lancaster.



Enjoy the snowy weather and have a great weekend. Onward and upward ...



**ENGINEERING & CAPITAL IMPROVEMENTS DIVISION**

**CAPITAL IMPROVEMENTS SECTION**

Monthly Capital Projects Report  
February 2021

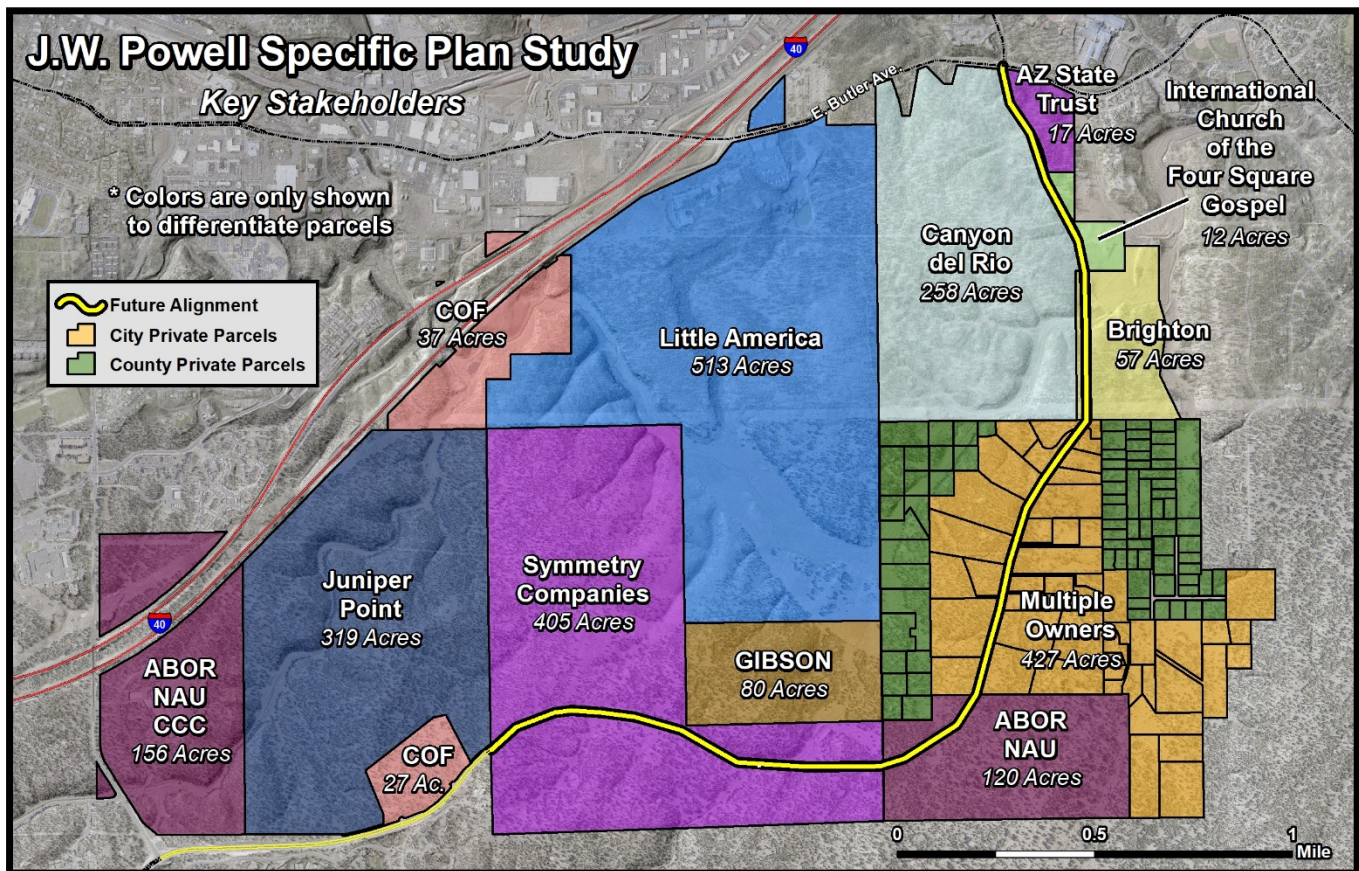
## J.W. Powell Specific Plan Study (PLANNING PHASE)

FUND: GENERAL GOVERNMENT & TRANSPORTATION TAX

**Description** – The purpose of the John Wesley Powell Specific Plan Study (Study) is to develop a specific plan to guide the future private development of public infrastructure, utilities, and facilities. Phase 1 of the project is the conceptual design of the future public infrastructure (roads), public utilities and facilities location analysis. The conceptual design is required to meet the full City infrastructure standards including street improvements, potable water, sanitary sewer mains, storm drain systems, street lighting and associated appurtenances. Phase 1 of the Study includes a sanitary sewer system master plan for the area. A water system master plan was previously developed for the area. Phase 2 of the Study is development of the planning elements necessary to gain City Council approval of a Specific Plan.

### Project Update:

- Virtual open house for small-parcel property owners ( $\leq \sim 10$  acres) occurred 28 January 2021. Recording and project resources are available at <https://www.flagstaff.az.gov/4511/JW-Powell-Specific-Plan>
- Virtual one-on-one follow up meetings with small-parcel property owners will run for two weeks; starting the second week of February.
- Late February will begin the virtual one-on-one meetings larger-parcel property owners.
- Phase 1 should conclude in summer 2021 with Phase 2 starting thereafter.



*Proposed alignment of new J.W. Powell Boulevard. and Fourth Street; denoted by yellow line*

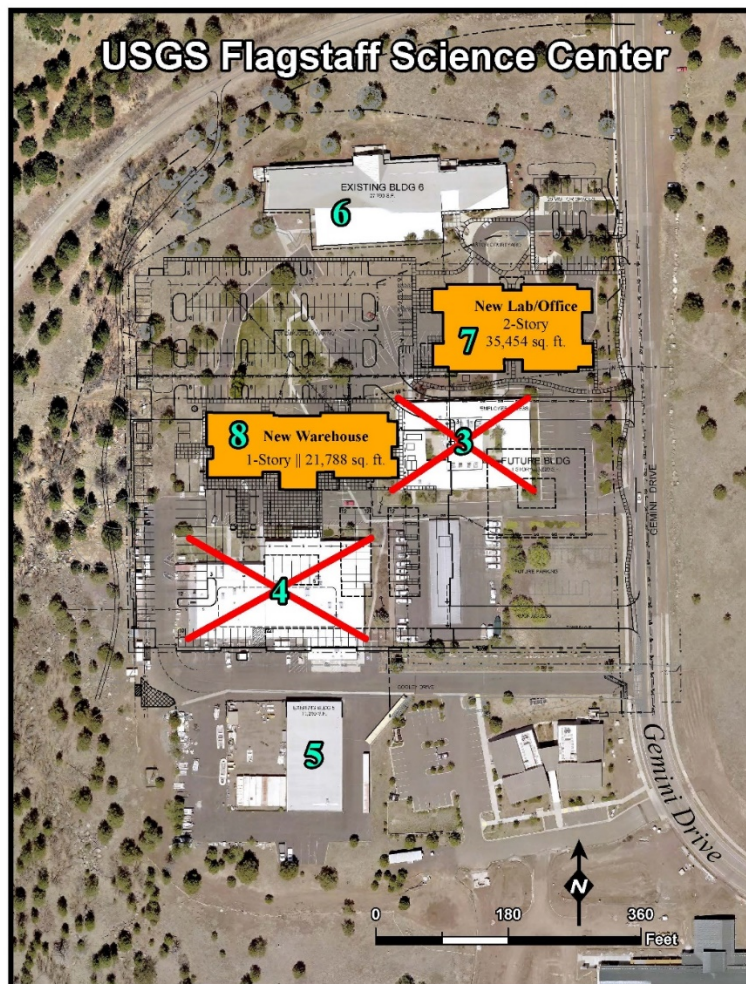
## USGS Flagstaff Science Center Campus - Build to Suit (DESIGN PHASE)

FUND: GENERAL GOVERNMENT

**Description** – This project will bring new improvements to the USGS Flagstaff Science Campus, located just south of Buffalo Park. There will be two existing buildings demolished (buildings 3 and 4), and two new buildings constructed (buildings 7 and 8). One of the new buildings will be a new lab and office facility while the second building will be a new warehouse. These two new buildings will require a minimum certification from the U.S. Green Building Council's Leadership in Energy and Environmental Design (USGBC) of "Green Building Rating System" of "LEEDTM Silver for New Construction (NC)."

### **Project Update:**

- City Staff is working on the Request for Statement of Qualifications (RSOQs) to procure a design-build contractor.



*USGS Flagstaff Science Center Campus.  
Buildings to be constructed are shown in orange.  
Buildings 3 and 4 (shown with red X) will be demolished.*

## **City of Flagstaff Municipal Court** (CONSTRUCTION PHASE)

FUND: GENERAL GOVERNMENT

**Description** – The City of Flagstaff Municipal Court Project is a 40,000 SF facility that will provide full user services to the City Court, the City Prosecutor’s Office, and the public. It is located two blocks north of the existing Court facility, at 101 W. Cherry. Amenities include: four court rooms, one hearing room, administrative staff offices for the Court and Prosecution, in-custody detention and processing, and customer service facilities

### **Project Update:**

- KCS continues to work to complete punch list items.
- Demolition of the old Court and Prosecutor’s buildings is contingent on franchise utility relocations. Project Staff is working closely with the utility companies to move this last phase of the project forward



*Flagstaff Municipal Court Facility, looking at the main entrance – northeast corner*



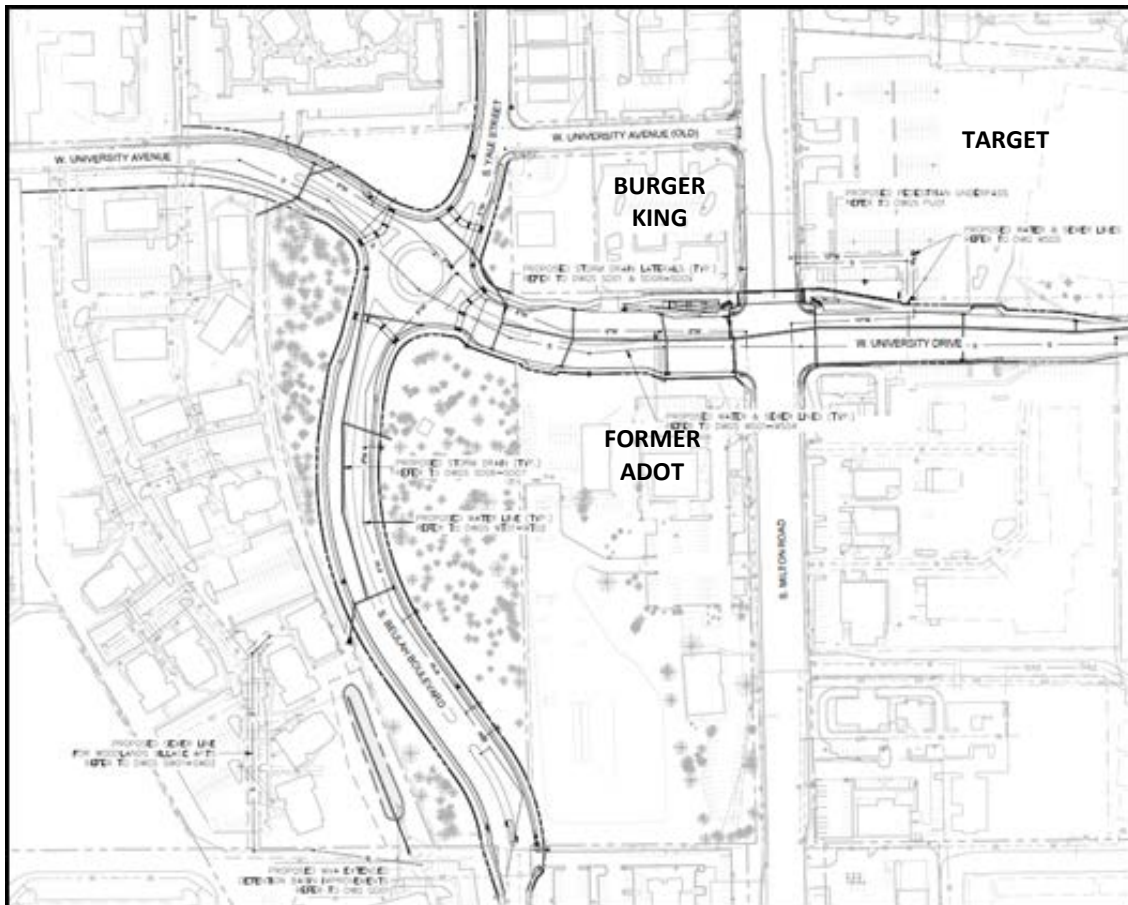
## **Beulah Boulevard Extension/University Drive Realignment** (DESIGN PHASE)

FUND: TRANSPORTATION TAX (STREETS)

**Description** – This project extends the northern terminus of Beulah Boulevard to connect with University Drive. Furthermore, University Avenue (west of Milton) will be realigned to match up with University Drive (east of Milton). A new roundabout will be constructed where Beulah Boulevard and University Drive will intersect.

### **Project Update:**

- Project team held a virtual meeting last week with the subconsultants as final design moves forward.
- Project team held a virtual meeting with NAU to discuss coordination, design, and review processes.
- Final design work should be completed by late fall 2021.
- City, in concert with Vintage Partners, are in final design of the roadway project. The engineering firm completing the design work is Shephard Wesnitzer, Inc. (SWI).
- Met with Vintage Partners to coordinate property acquisition efforts specifically related to Target.



*Extent map of new Beulah and University Realignment – taken from 30% plans.*

## Quiet Zone Modifications (Elimination of Wayside Horns) (PLANNING PHASE)

FUND: TRANSPORTATION TAX (STREET OPERATIONS)

**Description** – The City Council considered a citizen petition in July 2017 regarding the Quiet Zone and the sound level of the wayside horns on the eastside of town at the Steves and Fanning crossings. The wayside horns are operated by the City at both crossings and are an approved supplemental safety measure used in the absence of the train mounted horn. The other 3 crossings in Flagstaff that are a part of the Quiet Zone utilize One Way streets (Beaver and San Francisco) and a non-traversable median (Ponderosa Parkway) to satisfy the supplemental safety measure requirement for the Federal Railroad Administration’s requirements for Quiet Zones and therefore do not require wayside horns.

### **Project Update:**

- In response to the petition we measured the sound levels and the aiming of the wayside horns. After the wayside horns were confirmed to follow all regulatory standards, the City moved on to pursue other supplemental safety measures to eliminate the wayside horns. Efforts by City staff are ongoing in working towards solutions in collaboration with BNSF, Arizona Corporation Commission-Railroad Safety Group, ADOT, and various roadway consultants.
- Staff prepared a CCR dated 11/20/2020 to update Council on the detail of these supplemental safety measures and what we hope to accomplish on the eastside of town.



*Fanning Railroad Crossing*

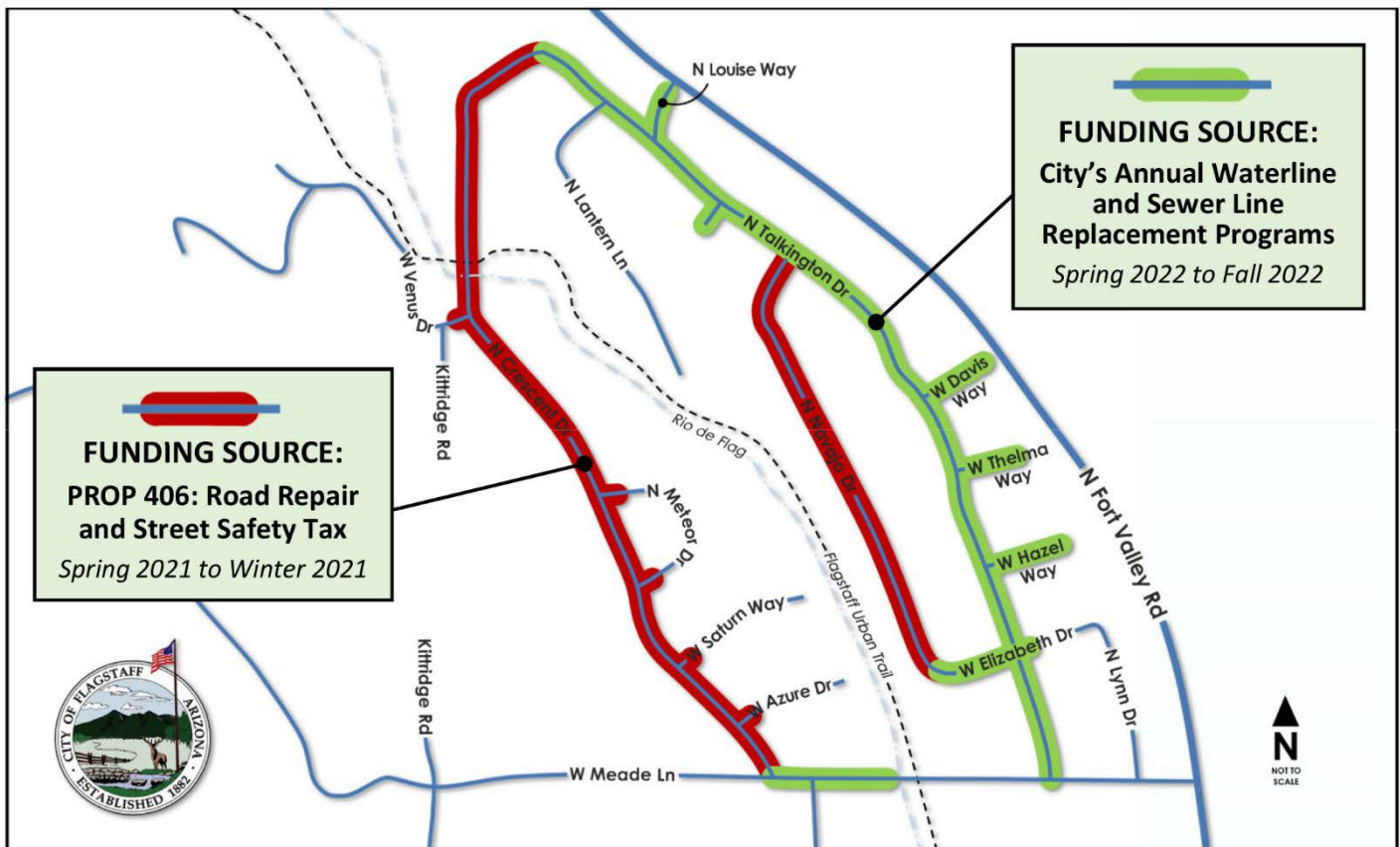
## **Coconino Estates Improvements Phase II** (DESIGN PHASE)

FUND: ROAD REPAIR & STREET SAFETY & ANNUAL WATERLINE AND SEWER LINE REPLACEMENT PROGRAMS

**Description** - This is a utility and roadway improvements project located on several streets in the Coconino Estates neighborhood as seen in the map below. Improvements on the streets generally consist of replacing all existing utility and roadway infrastructure. The utility improvements include replacing the existing water and sewer mains, water and sewer services, fire hydrants, and manholes. The roadway improvements include replacing the existing asphalt roadway, replacing rolled curb with vertical curb, constructing driveway ramps at driveway entrances, and replacing select sidewalk only where it currently exists on Crescent Drive. Sidewalk will NOT be installed where it does not currently exist. For additional information visit the Project website at [www.coconinoestates.com](http://www.coconinoestates.com)

### **Project Update:**

- A Project Presentation Video was posted to the Project website in lieu of conducting the typical community open house meeting ([www.coconinoestates.com](http://www.coconinoestates.com)).
- The Final Approved Plans are anticipated to be routed for signatures on the second week of February.
- The Project will be advertised in February 2021 with construction to start spring 2021.
- The City will not permit the successful contractor to utilize the same construction yard as is being used for the Coconino Estates Phase I project near Thorpe Park.



*Coconino Estates Improvements Phase II Project Limits – Funding - Schedule Map*

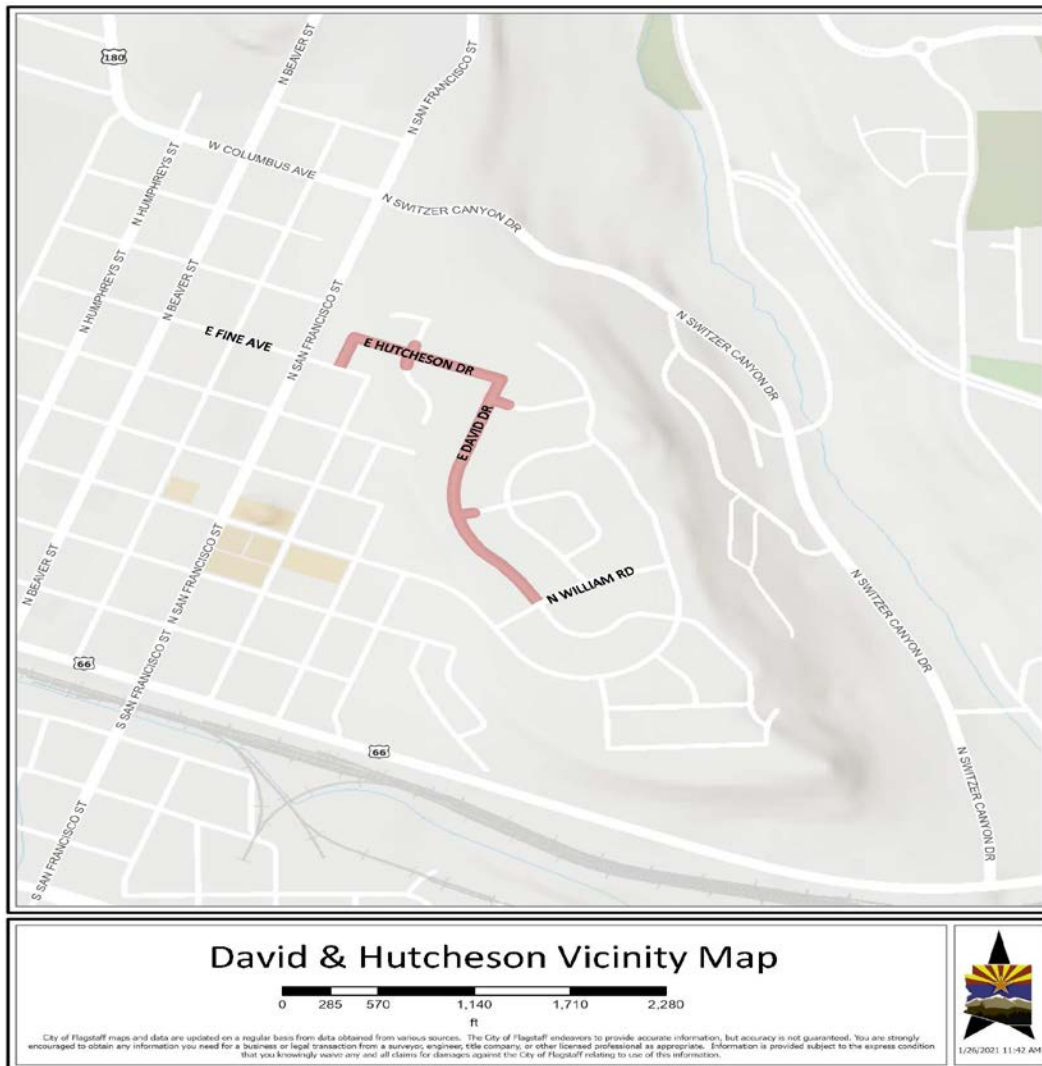
## **West Flag Improvements - David & Hutcheson** (DESIGN PHASE)

FUND: ROAD REPAIR & STREET SAFETY

**Description** - This is a utility and roadway improvements project located on David Drive and Hutcheson Drive as seen in the map below. The Project originally included Canyon Terrace and was bid as one project in the spring of 2020 but was pulled at the end of the bidding process given the economic and funding source uncertainties due to the COVID 19 Pandemic. It was decided to split the Project into two separate projects consisting of David/Hutcheson and Canyon Terrace. Improvements on the streets generally consist of replacing all existing utility and roadway infrastructure. The utility improvements include replacing the existing water and sewer mains (except for on David Drive), water and sewer services, fire hydrants, and manholes. The roadway improvements include replacing the existing asphalt roadway, replacing rolled curb with vertical curb on David Drive, and replacing select edge improvements (sidewalk, curb and gutter, etc.).

### **Project Update:**

- Bids have been received and Mountain High Excavating, LLC, has been identified as the lowest responsible and responsive Bidder.
- March 2, 2021 is the targeted City Council Meeting for the consideration of award for the Project.



*West Flag Improvements - David & Hutcheson Project Vicinity Map*



## **Coconino Estates Improvements Phase I** (CONSTRUCTION PHASE)

FUND: ROAD REPAIR & STREET SAFETY

**Description** - This is a utility and roadway improvements project located in the Coconino Estates neighborhood on Beal Road from Rockridge to Fort Valley, Navajo Drive from Navajo Road to Murray, Whipple Road from Navajo Drive to McMillan, and Navajo Road from Navajo Drive to Fort Valley. Improvements on the streets generally consist of replacing existing infrastructure with new, including water and sewer mains, water and sewer services, fire hydrants, storm drains, streetlights, the entire asphalt roadway, and defective select edge improvements (curb & gutter, sidewalk, etc.), except for Whipple Road which will only receive a new water main. There will also be new infrastructure added consisting of underground electric lines for streetlighting and sidewalk on both sides of the street where it does not currently exist on Beal Road, Navajo Drive south of Beal, and on Navajo Road. For additional information visit the Project website at [www.coconinoestates.com](http://www.coconinoestates.com)

### **Project Update :**

Work continues through and during recent snow storms as Eagle Mountain Construction removes snow within the current closure areas of the Project site.

#### **Navajo Road (Construction Zone #1)**

- Majority of improvements are complete.
- Installation of streetlights, one driveway with heated driveway issues, final striping, and landscape restorations remain.
- Navajo Road is now open to all traffic; however, temporary shoulder closures will occur as miscellaneous clean-up operations and streetlight installations continue.

#### **Navajo Drive (Construction Zone #2)**

- Sewer main, sewer services, and electrical conduit installations are complete.
- Water main and water services work continues.
- Storm drain installations are set to begin in February, pending weather conditions.
- Navajo Drive from Hopi Drive to Beal Road is closed to thru traffic, with detours posted around the closure.

#### **Beal Road (Construction Zone #3)**

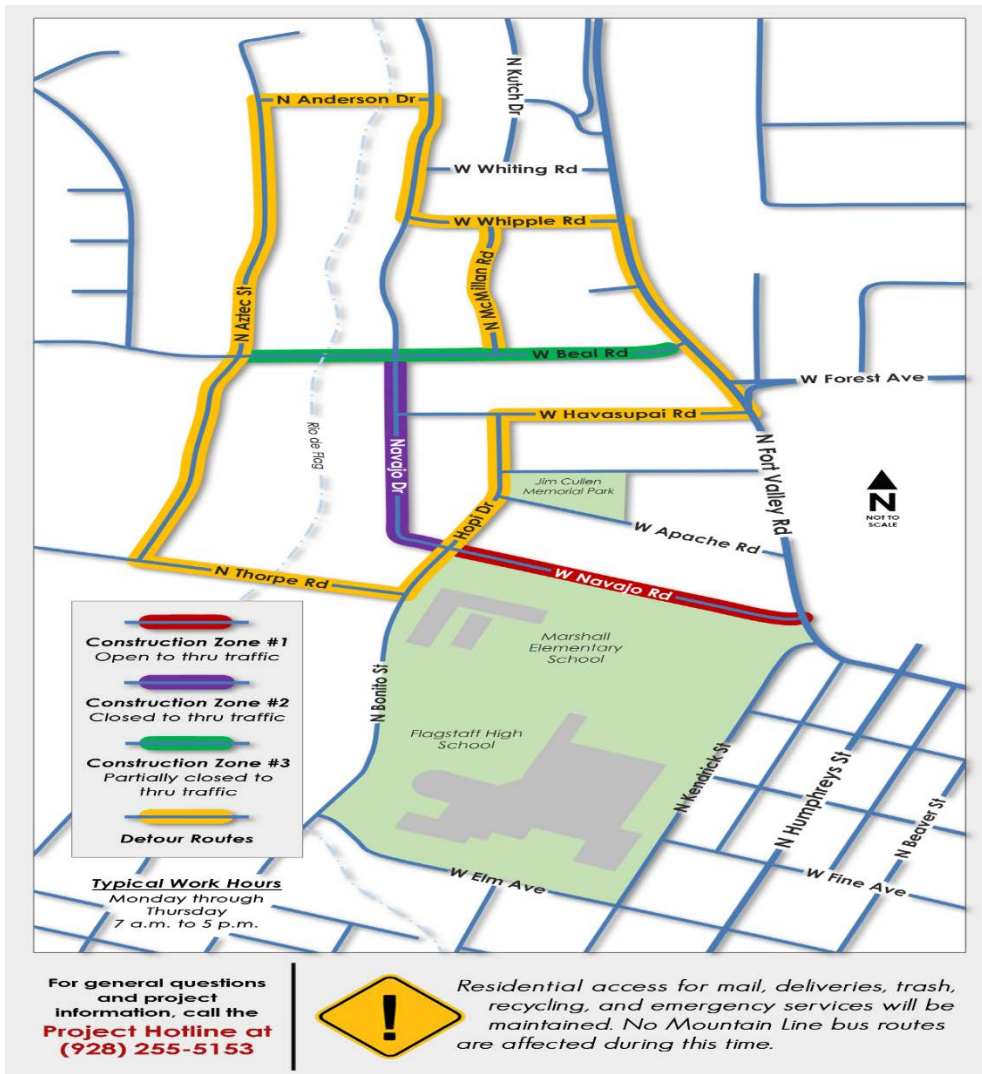
- Water and sewer main construction continues in the Beal/Navajo Drive intersection.
- Beal Road is closed to thru traffic from Aztec to McMillan, with detours posted around the closure.

#### **Spruce Trees at 510 W. Beal Road**

- Staff will coordinate removal of the tree with Ms. Pickard and advise Council via email of that date, providing a minimum of 2 week notice.



*Beal Rd. / Aztec St. intersection looking east at the snow removal operations within the closure area on Beal Rd.*



*Current road closures and detours*

## **Fourth Street Reconstruction** (CONSTRUCTION PHASE)

FUND: TRANSPORTATION TAX (RENEWED TAX)

**Description** – The project is on Fourth Street from the Soliere Avenue intersection, southerly to just past the Sparrow Avenue intersection. The work will construct a new pavement section with two northbound and two southbound lanes and a center turn lane, northbound dedicated right-turn lanes from Fourth Street onto Sparrow Avenue and onto Soliere Avenue, new streetlights, new traffic signals at Soliere Avenue, new fire hydrants, new 12" water main and new 8" water main, curb and gutter and new sidewalk. The reconstruction work will connect with the recently completed bridge replacement project.

### **Project Update:**

- Project construction began on January 11<sup>th</sup>.
- Snow impacts in the past few weeks have slowed progress.
- West half of Fourth Street pavement has been removed.
- Waterline installation work is underway.



*Fourth Street Reconstruction –Project underway*

## **Lockett/Fourth Roundabout** (DESIGN PHASE)

FUND: HSIP GRANT

**Description** – Project consists of the design and construction of a new roundabout at the Lockett-Cedar-Fourth Street intersection. Project is funded by an HSIP Grant, with supplementary funding from City of Flagstaff. Project design and construction to be administered by ADOT. The new roundabout will improve safety and operations for vehicles, pedestrians and bicyclists in this busy intersection.

### **Project Update:**

- Project design and construction to be administered by ADOT.
- Concepts were presented to Bike and Ped Advisory Committees on January 14<sup>th</sup> and to the Transportation Commission on February 3<sup>rd</sup>.
- A discussion of roundabout alternatives is scheduled for the February 16<sup>th</sup> City Council meeting.



*Existing Lockett-Cedar-Fourth Intersection*

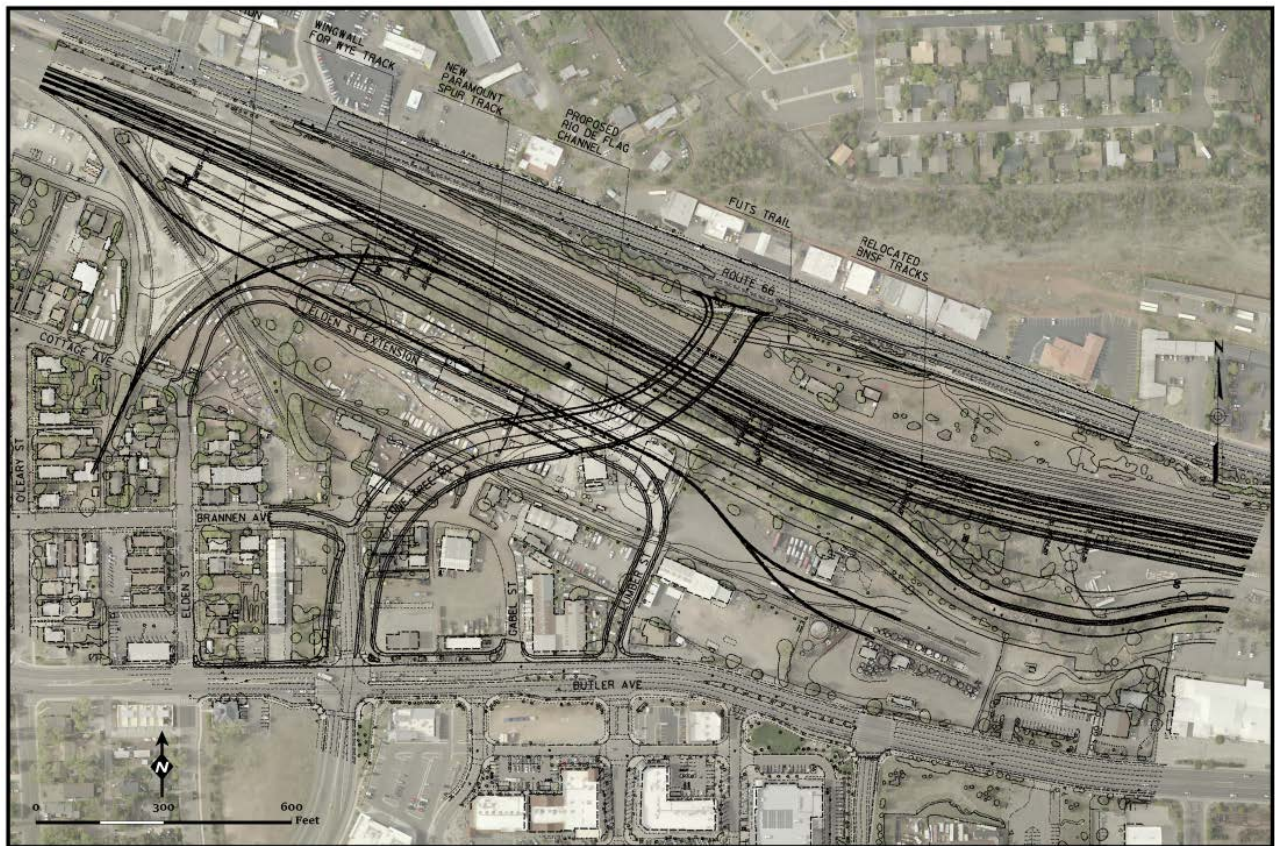
## **Lone Tree Overpass Project** (Design Phase)

FUND: TRANSPORTATION

**Description** - The Lone Tree Overpass Project will provide a grade-separated crossing over the future Rio de Flag drainage and the BNSF Railway corridor from Butler Avenue to Route 66. Funding for this project is provided through voter approved bonds as designated in the 2018 Proposition 420.

### **Project Update:**

- City Council approved the first phase of Project design services at the February 2, 2012 meeting.
- The Project Chartering and Kick-off Meeting is scheduled for February 18 to engage with City staff and Stakeholders.
- Coordination efforts have commenced with BNSF to determine required track mitigation work.



*Lone Tree Overpass Concept Design*

## **Library Entrance** (DESIGN PHASE)

FUND: BBB - BEAUTIFICATION

**Description** – Project to bring Library Entrance into ADA compliance with new handicap ramp and new overall vision for the entrance. Public art will be incorporated into project and an artist is being brought onto the design team. Project includes upgrades to landscaping, handicap parking, parking lot, and hardscape.

### **Project Update:**

- Artist contract was awarded at Dec. 1 City Council Meeting.
- WLB Group is working on conceptual plans for entrance.
- The Project Team will present updated concepts to the *Commission on Inclusion and Adaptive Living* on February 9<sup>th</sup>.



*Library Entrance Project-Existing Conditions*

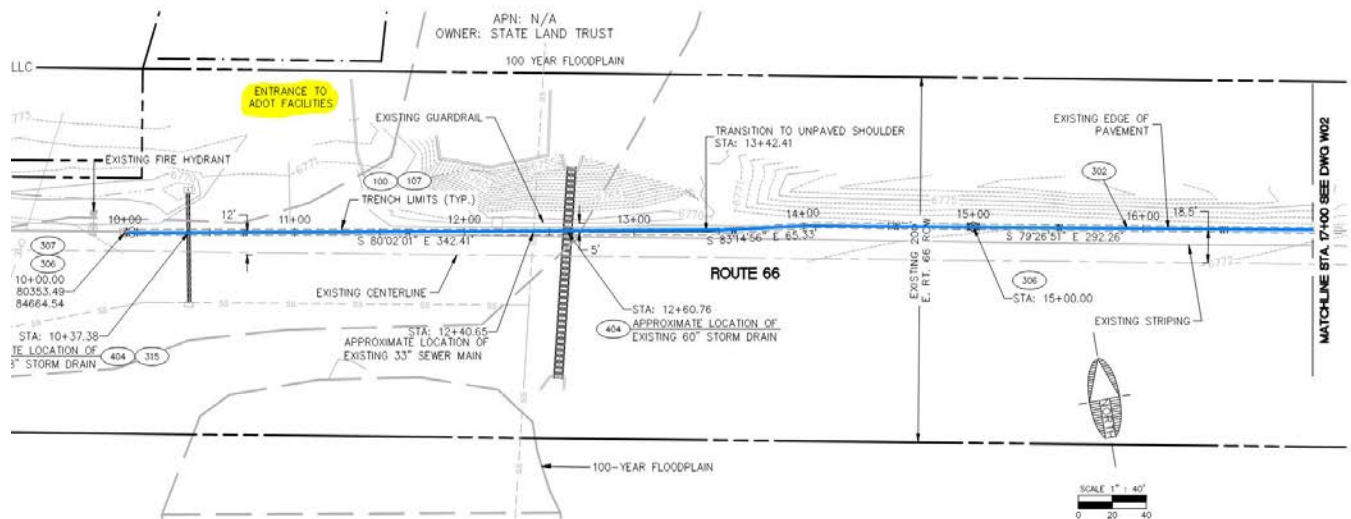
## East Route 66 and El Paso Flagstaff Waterline Extension (DESIGN PHASE)

FUND: AGING INFRASTRUCTURE

**Description** – A utility improvements project that extends the 12" ductile iron waterline approximately 2,450 linear feet from approximately the intersection of Test Dr. and Rt. 66 to the intersection of El Paso Flagstaff Rd. The waterline extension continues north, up El Paso Flagstaff Rd towards the Wildcat Treatment plant, with approximately 1,600 linear feet of new 8" ductile iron waterline. The project also calls for a repave of El Paso Flagstaff Rd. for the extents of the waterline extension.

### Project Update:

- A third civil plan submittal has been received and is under review.
- Capital Staff is working with the Real Estate Manager to secure easements on State land for the new waterline.
- Plans are being coordinated with the proposed Industrial Park to the east, a private development project, to allow them water access and to mitigate future pavement cuts into the new road.
- Tentative construction schedule is to construct the waterline extension along Rt. 66 and El Paso Flagstaff Road during spring of 2021 followed by the paving of El Paso Flagstaff Road in the summer of 2021.



*Current civil plan set in review, blue line represents the starting point of the waterline extension that begins just west of the ADOT facilities driveway and Rt 66 intersection.*

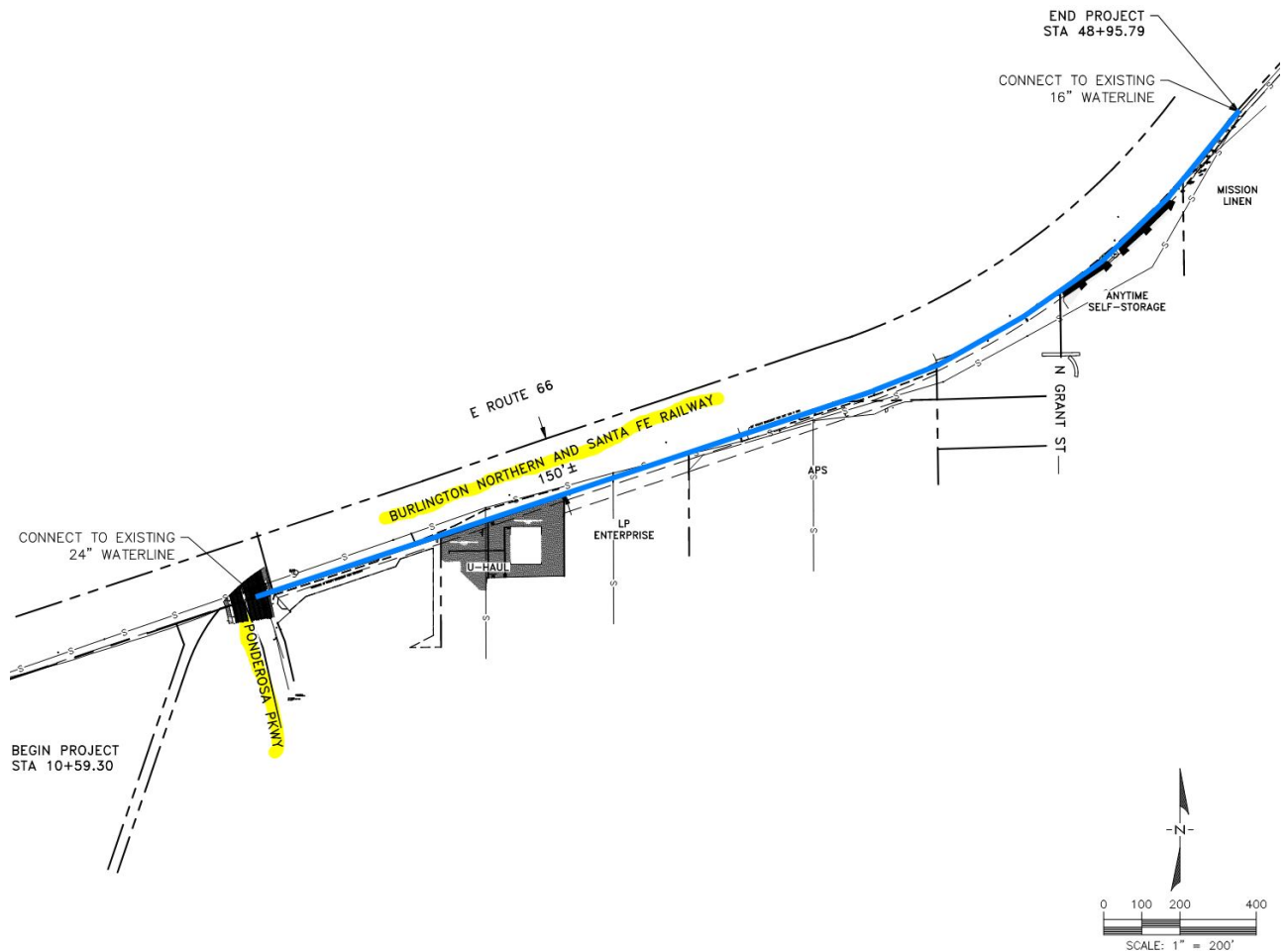
## Huntington Waterline Replacement (CONSTRUCTION PHASE)

FUND: AGING INFRASTRUCTURE

**Description** - The Project consists of installing 3,000 LF of new 16" ductile iron waterline, and associated roadway improvements. Included in the project will be new water services, fire hydrants and air release valves. The existing waterline in this area is over 60 years old. This project is part of the City's ongoing aging water infrastructure replacement program.

### **Project Update:**

- A bid package has been advertised and will close February 22<sup>nd</sup>
- Capital Staff is in the process of public outreach to help coordinate removal of materials that have been stored in the easement by businesses that border the project's boundaries.
- Current working schedule has a proposed start of construction in late April of 2021.



*Vicinity Map of improvements, blue line represents the new 16" waterline*

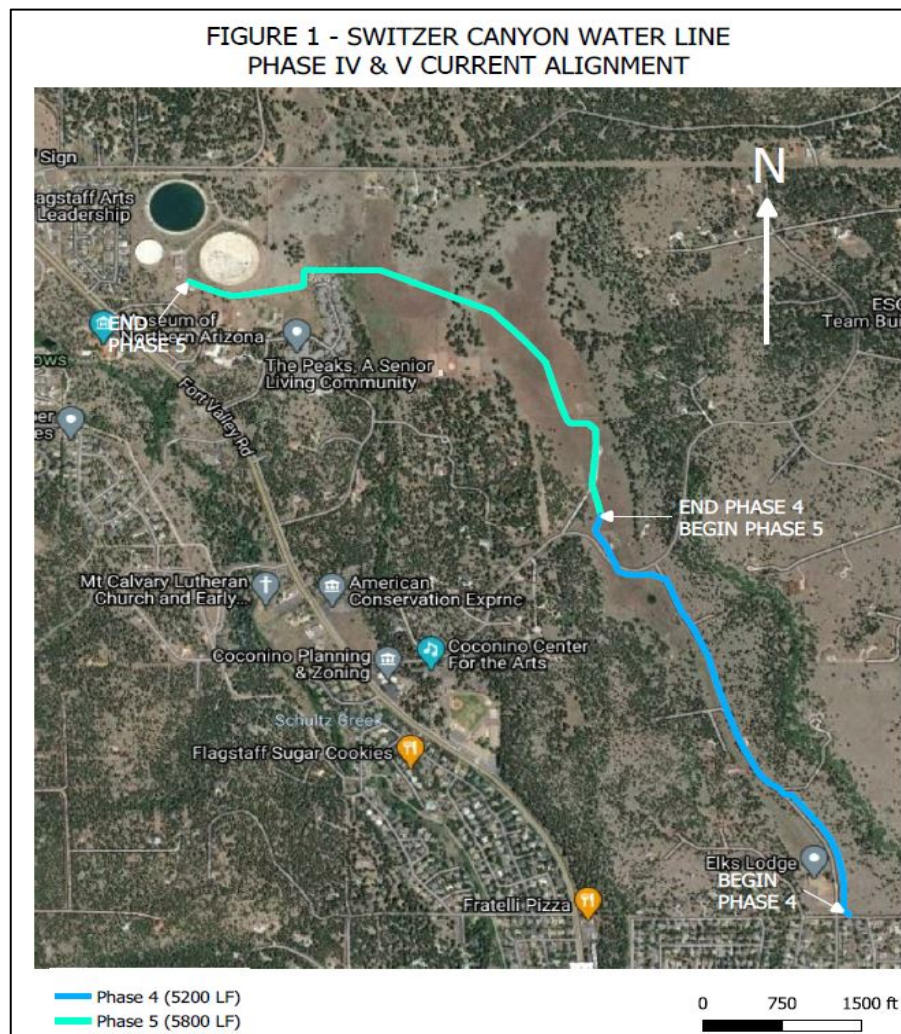
## Switzer Canyon Transmission Main Phase IV & V (Design Phase)

FUND: AGING INFRASTRUCTURE

**Description** – The Project consist of installing two new transmission mains, 24” and 16”, that will complete the distribution system, zone A and B, from the Downtown area to the City Reservoirs near Cheshire. The length of Phase IV and V is approximately 11,000 feet. The project is within City limits and the urban distribution service area within the County. Included in the project will be the two water mains with appurtenances, new bundled water meter/service locations and fire hydrants.

### **Project Update:**

- Property acquisition is underway with legal descriptions, environmental clearances and site assessments.
- Phase V is in the planning phase to define the final alignment.
- Construction of Phase IV is anticipated for 2021
- Construction of Phase V is anticipated for 2022
- Comments on the 90% level plans were transmitted to Turner Engineering for their action. Final construction plans are expected spring 2021.
- Staff anticipates presenting the out of City water services request to the City Council for final approval, spring 2021.



## **Summit Waterline Replacement** (CONSTRUCTION PHASE)

FUND: AGING INFRASTRUCTURE

**Description** - Approximately 3,300 ft of new waterline, water services, fire hydrants, and pavement reconstruction. The City intends to replace the water infrastructure and pavement on: S. Walnut Street from Santa Fe Avenue to Coconino Avenue; S. Sycamore Street from Santa Fe Avenue to Grand Canyon Avenue; S. Spring Street from Montvale Avenue to Grand Canyon Avenue; W. Summit Avenue from Santa Fe Avenue to end; and W. Santa Fe Avenue from Walnut Street to Thorpe Road. Waterline only will be installed on W. Montvale Avenue from Santa Fe Avenue, to end. The existing waterlines in this area range from 58 to more than 90 years old. This project is part of the City's ongoing aging water infrastructure replacement program.

### **Project Update:**

- All underground work is complete.
- Walnut St and Sycamore St have been paved, temporarily.
- Final pavement to be installed in Spring 2021.
- Project is in winter shutdown.



*Summit Water Project-Trenches patched for winter*

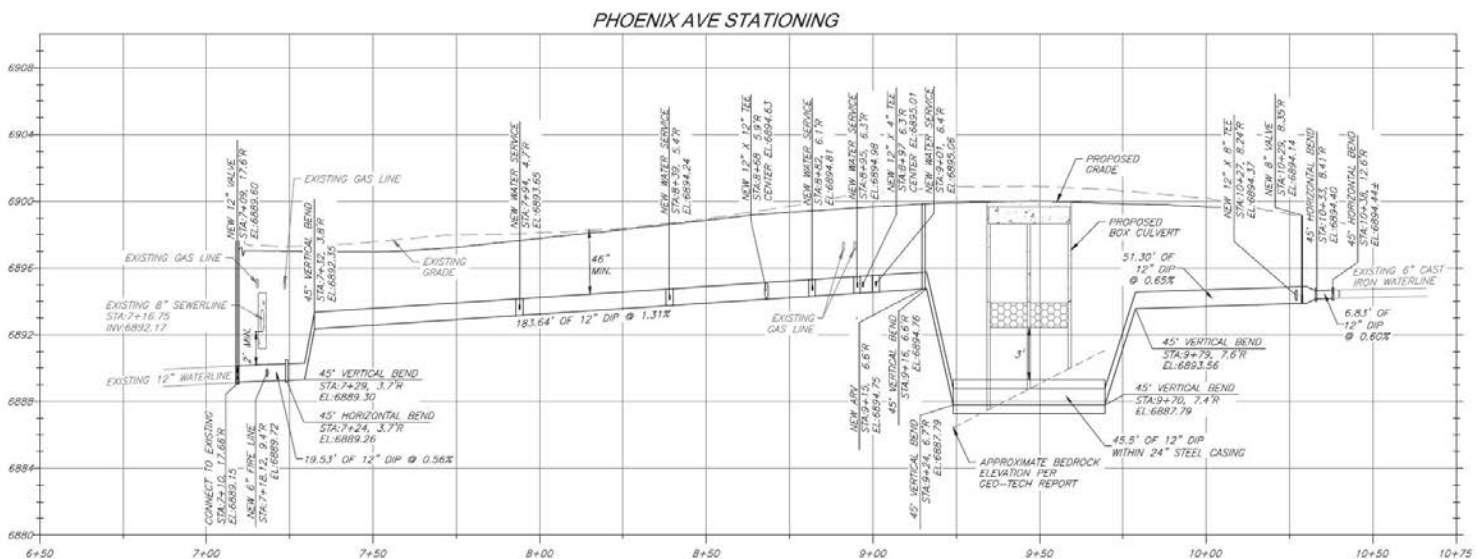
# Phoenix Avenue Bridge and Waterline Replacement (DESIGN PHASE)

FUND: STORMWATER & AGING INFRASTRUCTURE

**Description** - The project will replace the Rio de Flag box culvert (which runs beneath Phoenix Avenue and the Zani building, and functions as the Phoenix Ave bridge) with the appropriate conveyance structure and will upsize the current waterline to a 12" waterline in Phoenix Avenue from Mikes Pike to Beaver Street. Phoenix Avenue will be reprofiled and lowered to achieve a standard street section, roadway surface drainage issues will be addressed, edge improvements will be made as needed and the roadway will be repaved. The existing waterline in this area is over 114 years old. This project is part of the City's ongoing aging water infrastructure replacement program.

## Project Update:

- A second review of the Civil Plans has been completed with consulting Design Engineer for modifications/revisions.
- Capital Staff is currently coordinating with all businesses and property owners in the area that will be impacted by the project.
- The project schedule has a targeted advertisement for bids in mid-March and breaking ground at the beginning of May. Project duration is estimated at five months and will be completed by fall of 2021.
- The bridge is stable and listed in "fair" condition by ADOT as of today. The bridge could degrade to a condition of "poor" at any time, at which point ADOT would reduce the capacity of the bridge, restricting NAIPTA buses and/or possibly any vehicular traffic on Phoenix Avenue. ADOT's next scheduled inspection of the bridge is in August 2021, however, ADOT could perform an inspection at any time.
- Staff looked at two temporary options to fix the bridge and the beam that supports Zani, neither provided significant cost savings. Due to the urgency and lack of structural integrity of the bridge and beam, Staff decided to move forward with a full replacement using a similar size box culvert to convey current flows. A design using smaller culverts wouldn't be allowed at this time, as current flow capacity cannot be reduced per FEMA regulations.



Proposed cross-section of Phoenix Ave. showing new 12" DIP waterline and box culvert

## **Bonito Loadout Station Replacement** (Design Phase)

FUND: WATER SERVICES

**Description** – Project consists of replacing the potable water loadout station located at 410 N. Bonito St.

### **Project Update :**

- Capital Staff met with the design consultant on the week of 2/1 for a scoping kickoff meeting.
- Capital Staff is in talks with Community Investment to see if there is an opportunity to use beautification funds or to add an art installation at the new loadout station.
- Capital Staff met with Water Services and Customer Service at the Commerce loadout station at the beginning of the year to look at pros and cons of that station.



*Existing potable water loadout station on Bonito Street*

## Rio de Flag Flood Control Project (Design Phase)

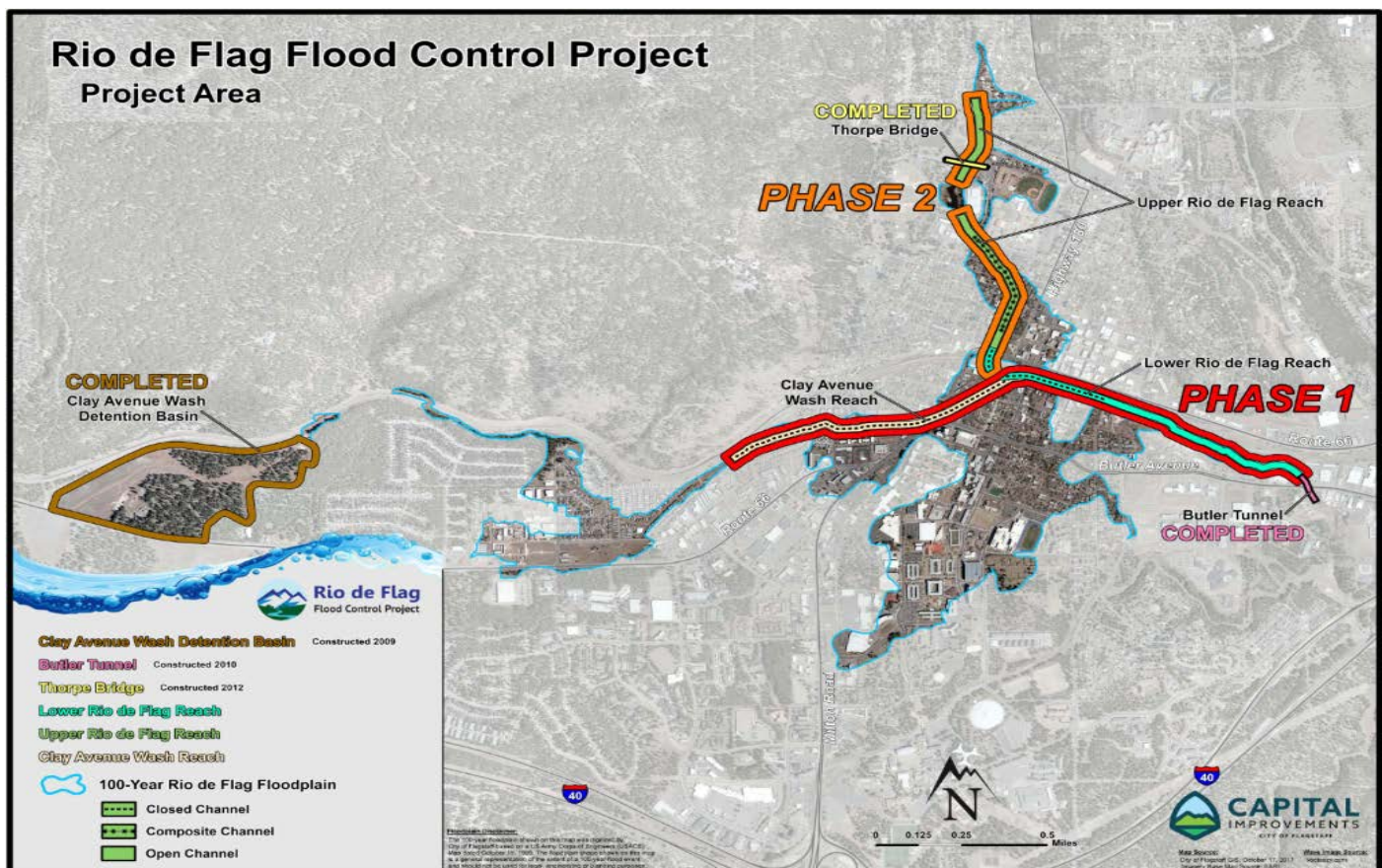
FUND: STORMWATER & AGING INFRASTRUCTURE

**Purpose** – The purpose of the Rio de Flag Flood Control Project is to remove the hazards associated with the hundred-year storm event, which include property damage, life safety concerns, and community economic impacts. From research conducted by the Army Corps, it was determined that a significant flood would damage approximately 1,500 structures valued at over \$916M and cause \$93M in economic damages, for a total impact of over \$1 Billion dollars.

### Project improvements will provide:

- Reduction of flooding damage and safety hazards.
- Opportunity for Downtown and Southside redevelopment.
- Elimination of flood insurance requirements and restrictive floodplain management regulations.

**Description** - Design consists of channel improvements along both the Rio de Flag and Clay Avenue Wash channels through central Flagstaff and includes a combination of underground concrete box culverts, open channel, and composite channel. The composite channel section has both an underground culvert to carry large volumes of water and a smaller open channel on top, which will provide an aesthetic element of flowing surface water during rainfall events. Total project length is approximately 5,000 feet.



Rio de Flag Project Location Map

### Current Status -

- **Design** - Work continues on the construction documents and design completion between the City's and Army Corps' consultants, including the channel crossing on ADOT right-of-way at the Milton Road and Butler Avenue intersection, utility relocations, and design of the project on BNSF Railway property.

- **Real Estate** - Real Estate documents (legal descriptions, encumbrance maps, and utility easements) are currently being developed for property acquisition.
- **Public Involvement** - Several public involvement items have been created and posted to the project website, including:
  - o Photo simulations and video for the Flood Wall, Composite Channel, Open Channel (Clay Wash) and Open Channel (Lower Reach).
  - o A virtual meeting room that has project exhibits and information.
  - o A Southside Community Interview video.
  - o The link and web address for the Rio de Flag Public Information page is <https://www.flagstaff.az.gov/4189/Rio-De-Flag-Flood-Control>.
- **BNSF Railway** - The City received further details on the project mitigation measures on January 19, which are currently being evaluated.
- **Meeting Activity** - Staff presented a project overview to new Mayor and Council at the January 26, 2021 Council work session. City staff continues to meet with BNSF to coordinate mitigation measures.



*Upper Reach Composite Channel Concept*

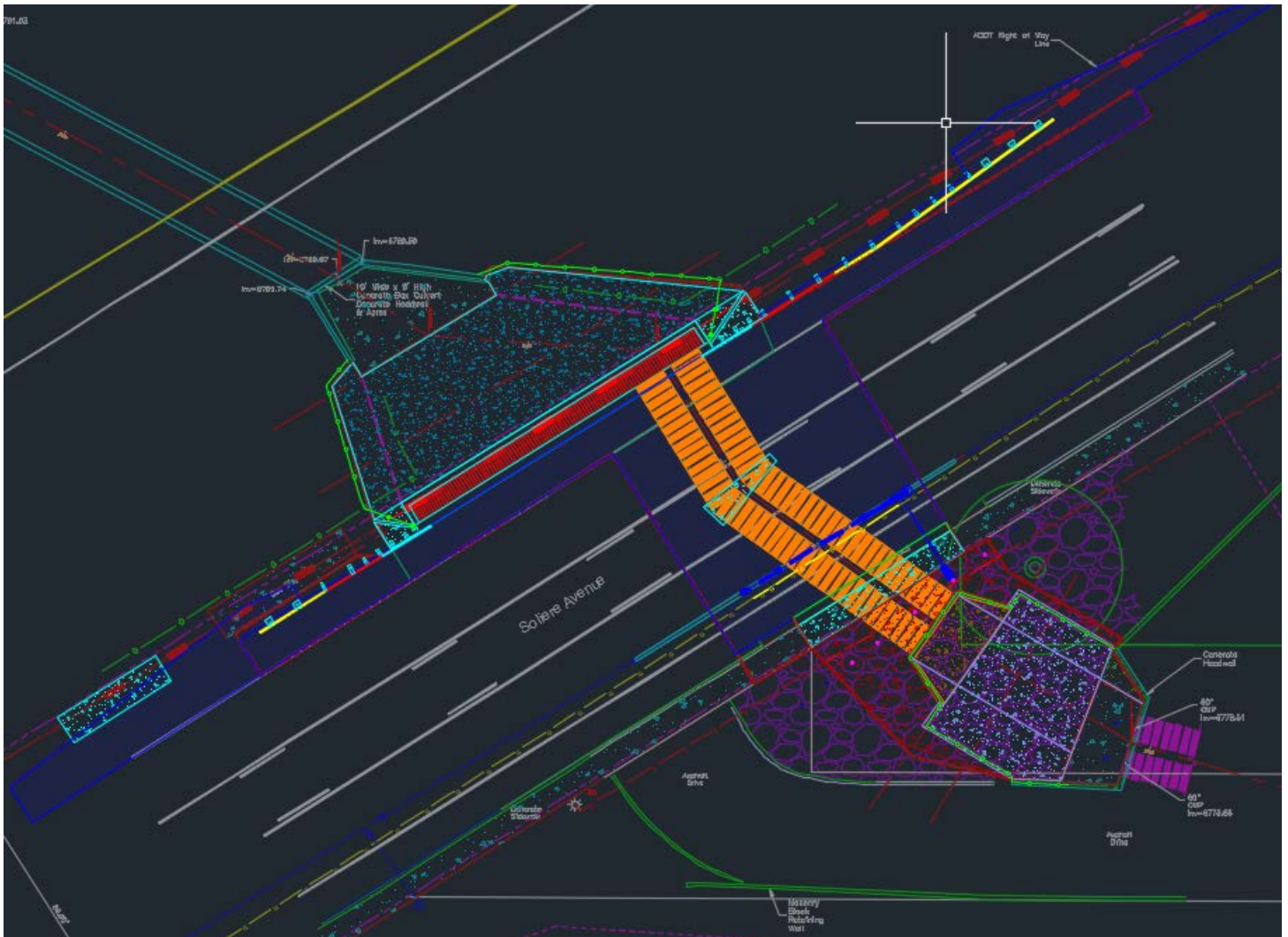
## Steves Boulevard Wash at Soliere (DESIGN PHASE)

FUND: STORMWATER

**Description** – This is a stormwater improvements project to eliminate the low water crossing from Steves Boulevard Wash at Soliere Ave.

### **Project Update:**

- A 90% submittal of the civil plans is scheduled for February 16<sup>th</sup>
- Capital Staff is coordinating with NAIPTA to relocate the existing bus stop that will be in conflict with the new guardrail on the north side of Soliere Ave.
- A 60% “page turn review” was held on January 15<sup>th</sup> with City Staff and the design consultant.
- The Summit Apartments that border the project limits and are just downstream have been notified of the project and the intent of the improvements.
- Construction is targeted for early June



*90% civil construction plans in progress.*

## **Wildcat Hill Wastewater Treatment Plant (WHWWTP) Digester Complex** (DESIGN PHASE)

FUND: WATER SERVICES-SEWER

**Description** – Project consists of a two-tank digester complex with a digester control building, piping to connect new/existing systems, boilers, heat exchangers, sludge recirculation system, and gas handling system. The purpose of this project is to significantly increase the Bio-solids handling capacity of the wastewater treatment plant.

### **Project Update:**

- Capital Staff has compiled a Request for Statement of Qualifications (RSOQ) document for advertising that has been sent to our Purchasing Division. Purchasing will be advertising the RSOQ mid-February.
- Delivery method will be a Design-Bid-Build.
- Design is targeted for 2021 and construction is anticipated for 2022-2023.



*Existing Wildcat Plant, red circles represent proposed location of the two new digesters*

## **Route 66 ADOT Bridge Replacement Project** (CONSTRUCTION PHASE)

FUND: ARIZONA DEPARTMENT OF TRANSPORTATION

**Description** – Project consists of removing the existing concrete bridge that crosses the Rio de Flag channel and replacing with a precast box girder bridge with precast abutments. Included with the project are roadway approach slabs on either side of the new bridge, channel improvements with bank protection and revegetation mitigation measures. The purpose is to provide a new Route 66 bridge crossing at the Rio de Flag to serve Route 66/Milton.

### **Project Update:**

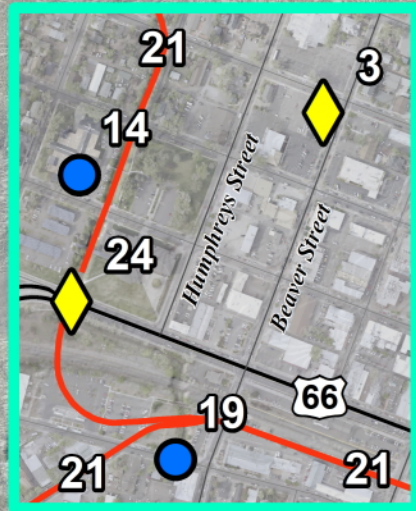
- The ADOT contractor, FNF Construction, is contracted to complete the work by October 2021.
- Traffic Control, lane closures and detours are in affect when construction is in progress.
- The contractor completed the wing walls and backfilled on the north side of the Route 66.
- The contractor has completed the southeast wingwall with backfill. Placement of concrete is in progress for the southwest wingwall.
- ADOT continues to update City staff on construction matters and will release information to the public through media releases.
- The contractor has implemented a lane closure of EB Route 66 during work operations. Any traffic lane closures will help with construction efforts and delivery of materials to the project location. ADOT will be monitoring the traffic and will make alterations to increase traffic flow if needed.
- IGA amendment will be presented to Council on March 2<sup>nd</sup> to add Portland Cement Concrete Pavement to the scope of work. This will be a no cost/no time as the city's previous contribution paid to the project is more than sufficient to cover this change.



*Backfill complete on the north side of the Rt. 66 and concrete placement of the southwest wingwall*

# Capital Improvements Projects

Work Program



● Pre-Construction  
 ◆ Under Construction

February 2021

Number	Name
1	J.W. Powell Specific Plan Study
2	USGS Flagstaff Science Center Campus - Build to Suit
3	City of Flagstaff Municipal Court
4	La Plaza Vieja Traffic Calming
5	Beulah Boulevard Extension / University Drive Realignment
6	Quiet Zone Modifications (Elimination of Wayside Horns)
7	Coconino Estates Improvements Phase II
8	West Flag Improvements - David and Hutcheson
9	West Flag Improvements - Canyon Terrace
10	Coconino Estates Improvements Phase I
11	Fourth Street Reconstruction
12	Lockett/Fourth Roundabout
13	Lone Tree Overpass Project
14	Library Entrance
15	East Route 66 and El Paso Flagstaff Waterline Extension
16	Huntington Waterline Replacement
17	Switzer Canyon Transmission Main Phase IV & V
18	Summit Waterline Replacement
19	Phoenix Avenue Bridge and Waterline Replacement
20	Bonito Loadout Station Replacement
21	Rio de Flag Flood Control Project
22	Steves Boulevard Wash at Soliere
23	Wildcat Hill Wastewater Treatment Plant (WHWTP) Digester Complex
24	Route 66 ADOT Bridge Replacement Project

