



City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001

P: (928) 213-2969
F: (928) 779-7684

www.flagstaff.az.gov



Date Received		Application to Heritage Preservation Commission		File Number
Property Owner(s) <i>Ruth Ann Lewellen</i>	Title	Phone <i>928-226-0600</i>	Email	
Mailing Address <i>P.O. Box 30100</i>		City, State, Zip <i>FLAGSTAFF, AZ 86003</i>		
Applicant <i>CHRISTOPHER STUBER</i>	Title <i>POA</i>	Phone <i>928-953-1647</i>	Email	
Mailing Address <i>P.O. Box 30100</i>		City, State, Zip <i>FLAGSTAFF, AZ 86003</i>		
Property Interest of Applicant(s) (Owner, contractual interest, or agent) <i>Agent under Power of Attorney</i>				
Site Address <i>116 Park Street</i>		City, State, Zip <i>FLAGSTAFF, AZ 86001</i>		
Project Name <i>Pech</i>				
Parcel Number(s) <i>100-17-005</i>		Zoning District(s), including Overlays <i>Community Commercial (CC)</i>		
Property Information:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Listed on the National Register of Historic Places? (Name: _____) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Listed on the Arizona Register of Historic Places? (Name: _____) <input type="checkbox"/> Yes <input type="checkbox"/> No Located in an existing City of Flagstaff Historic District? (Name: _____) <input type="checkbox"/> Yes <input type="checkbox"/> No Has the structure every been inventoried or evaluated for the National Register? <input type="checkbox"/> Yes <input type="checkbox"/> No Is the structure over 50 years old at the time of application? <input type="checkbox"/> Yes <input type="checkbox"/> No Was all or a portion of the structure built before World War II as housing? Is the subject property: <input type="checkbox"/> Developed <input type="checkbox"/> Vacant Land?			
Type of HPC Application Requested:	<input type="checkbox"/> Historic Overlay District Designation (If new, Name: _____) <input type="checkbox"/> Landmark Overlay District Designation <input type="checkbox"/> Certificate of Appropriateness <input checked="" type="checkbox"/> Certificate of No Effect <input type="checkbox"/> Certificate of Economic Hardship <input type="checkbox"/> Cultural Resource Study Review - Please check all that apply: <input type="checkbox"/> Letter Report <input type="checkbox"/> Phase I <input type="checkbox"/> Phase II <input type="checkbox"/> Historic Facades and Signs Grant			
Note: Applications which are incomplete or not accompanied by the required information will not be accepted.				
Property Owner Signature:		Date:	Applicant Signature: <i>Chris Stuber</i>	
			Date: <i>4/9/2021</i>	
For City Use				
Date Filed: _____		HPC Hearing Date: _____		
Fee Receipt #: _____		Amount: _____	Date: _____	
Action by HPC:	<input type="checkbox"/> Consent Approval by HPO <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied <input type="checkbox"/> Continued			
	Staff Initial: _____		Date: _____	

Submittal Requirements

An application to the Heritage Preservation Commission and Historic Preservation Officer shall contain at least the following information:

1. Completed Application including all signatures and payment of fees.
2. An electronic copy and two copies of drawings or documents as needed to describe the proposal, which may include Cultural Resource Studies, a Site Plan, Floor Plans, Exterior Elevations, Building Sections, Exterior Details, Lighting Plan, and a Landscape Plan. All drawings shall be drawn to scale and dimensioned, and shall clearly and accurately represent the natural and built conditions of the context area and the project, including both existing conditions and proposed work.
3. Photographs of the context, including the property, surrounding properties, and the neighborhood.
4. A Color Board depicting all exterior materials and finishes associated with the work (if requested).
5. Proof of ownership, or letter of authorization from the current property owner, if the applicant and owner are not the same.
6. Statement of approval from a subdivision or property owners association, if applicable.
7. Filing fee.
8. Any other information which the applicant feels would be helpful and/or pertinent to the request.
9. Any other information as may be required by the Historic Preservation Officer or Heritage Preservation Commission to assist in the review of the requested application.

Timing of Submission and Completeness Review

The Heritage Preservation Commission meets to review applications monthly on the third Wednesday of the month. If you are submitting an application for review of a Certificate of Appropriateness, a Certificate of Economic Hardship, a Phase I Cultural Resource Study or a Phase 2 Cultural Resource Study, the Community Development counter must receive your application by the submittal deadline posted to the Heritage Preservation program website.

In order for your item to be agendaized, the Heritage Preservation Officer (HPO), Mark Reavis, must deem the application complete and the information in it correct within 5 working days. The HPO will contact applicants for additional information as necessary.

Please also note that per the Flagstaff Zoning Code, the Heritage Preservation Officer may refer any application, including Letter Reports and Certificates of No Effect to the HPC for any reason. If the Heritage Preservation Officer refers the application, you will not need to resubmit, but additional materials may be requested.

Applications pertaining to Certificates for properties with the Townsite Overlay Zone must also be properly noticed 15 days prior to the public hearing in accordance with *Section J of the Townsite Historic Design Review Overlay District Design Standards and Guidelines*.

We encourage you to reach out to the Heritage Preservation Officer, Mark Reavis, early in designing your projects so that he may assist you and your clients. HPO contact information: Phone: (928) 213-2633; Email: Mark.Reavis@flagstaffaz.gov

Project Description

Adding new deck + extending Roof over deck.

Explanation of how the project meets the applicable sections of the Zoning Code

The deck does not exceed the 10% of the actual building.

Insert additional pages if necessary



City of Flagstaff

Community Development Division

211 W. Aspen Ave

P: (928) 213-2969

Flagstaff, AZ 86001

F: (928) 779-7684

www.flagstaff.az.gov



Summary Statement of Significance:

National Register of Historic Places documentation or a Cultural Resource Study can be submitted in lieu of completing this page to demonstrate significance (Attach additional pages as necessary).

The significance of a resource is generally based on its potential to contribute to our understanding of the past. An object, structure, site, place, or area is significant if:

- a. It is associated with events or persons in the architectural, engineering, archeological, scientific, technological, economic, agricultural, educational, social, political, military, or cultural annals of the City of Flagstaff, the State of Arizona, or the United States of America.
- b. It embodies distinctive characteristics of type, period, region, artistic values, or methods of construction, including being the oldest of its type or the best example of its type, or, if it represents the work of, or for, an important individual.
- c. A resource is generally not significant if it is less than fifty (50) years old, or, if the features, materials, patterns, and relationships that establish its significance are no longer present or no longer have integrity. The integrity of a resource is judged by how evident the general character of the significant period is, the degree to which the characteristics that define its significance are present, and the degree to which incompatible elements are reversible.

Original Construction Date:

Describe Major Alterations (Include dates and changes of use):

Describe the Significance of the Resource (In terms of a. or b., and c., above):

Source(s) of Information Used:



City of Flagstaff

Community Development Division

211 W. Aspen Ave

P: (928) 213-2969

Flagstaff, AZ 86001

F: (928) 779-7684

www.flagstaff.az.gov



Describe the Level of Integrity of the Resource (Existing and proposed):

April 8, 2021

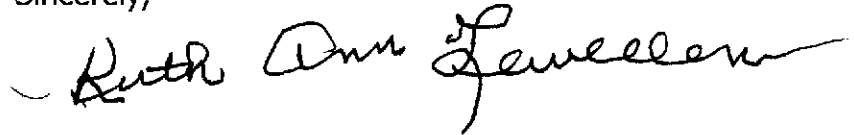
Re: Ruth Ann Lewellen
116 Park Street
Deck

To whom it may concern:

This letter is to serve as authorization for Cooney Carpentry, Inc. dba CCIFLAG to perform any task necessary in order to rebuild the deck located on my property at 116 Park Street. This includes design, permit application and construction.

I would also like to authorize Christopher Stubler, my current power of attorney, to oversee the project and make decisions on my behalf.

Sincerely,



Ruth Ann Lewellen

SUBSCRIBED AND SWORN TO before me this 8th day of April, 2021 by Ruth Ann Lewellen.


Notary Public

Seal and commission expiration date:

December 14, 2023



**DURABLE FINANCIAL POWER OF ATTORNEY
AND DESIGNATION OF GUARDIAN AND CONSERVATOR
FOR
RUTH ANN LEWELLEN**

By this instrument, I intend to create a Durable Financial Power of Attorney as set forth in Arizona Revised Statutes §14-5501, et seq. **This Power of Attorney shall be effective immediately and shall not be affected by lapse of time or by my subsequent disability or incapacity.**

I hereby revoke any prior Durable Power of Attorney (financial only) and Designation of Guardian and Conservator previously signed by me.

I, **RUTH ANN LEWELLEN**, Principal, being of sound mind and memory, hereby appoint a member of **CRISMON COOPER LICENSED FIDUCIARIES, LLC**, to serve as my agent ("Agent") and to exercise the powers and discretions set forth below. In the event a member of the LLC is unable to act as Agent or shall elect not to serve as such, then a member of the LLC shall have the power to appoint an alternate Agent in its place.

**ARTICLE I
POWERS OF AGENT**

It is my intention that my Agent have full authority to perform whatever act is necessary to act in my behalf. All acts done by my Agent under this Durable Financial Power of Attorney before I give a notice of revocation are valid. I grant to my Agent full power and authority to act for me and in my name, in any way which I could act if I were personally present and able to act, including but not limited to, the following matters (to the extent the law permits me to act through an Agent):

1. Real estate transactions.
2. Tangible personal property transactions.
3. Bond, share and commodity transactions.
4. Financial institution transactions.
5. Business operating transactions.
6. Insurance transactions.
7. Retirement plan transactions.
8. Estate transactions.
9. Claims litigation.
10. Tax matters, including the authority to make and verify income tax returns, claim refunds, and to represent me in all tax matters before any office of any taxing authority.
11. Personal relationships and affairs.
12. Benefits from military service.
13. Records, reports, and statements.

14. To have access to any safe deposit box rented by me or by me with others (including the power to have it drilled open), to remove the contents, and to end the agreement under which I rented it.
15. To borrow money and to pledge assets for such loans, if in the judgment of my Agent such action is necessary, and to repay such loans.
16. To bring suit against any bank, savings and loan association, or any other person or entity that fails or refuses to honor this power of attorney.
17. To do business with banks or any other financial institution. To endorse all checks and drafts made payable to me, collect the proceeds, sign my name to checks on all accounts in my name, withdraw funds from those accounts, and open accounts in my name.

To Use Credit Cards. My Agent is authorized to use any credit card held in my name to make such purchases and to sign such charge slips as may be necessary to use such credit cards for my benefit.

To Provide for Principal's Support. My Agent is authorized to do all acts necessary for maintaining my customary standard of living, to determine my place of residence from time to time, to provide living quarters by purchase, lease, or other arrangement, or by the payment of the operating costs of my existing quarters, including interest, amortization payments, repairs, and taxes, to provide normal domestic help for the operation of my household, to pay the costs of medical, nursing, hospital, convalescent and other health care and treatment, and to provide clothing, transportation, medicine, food, and incidentals for me.

To Collect. My Agent is authorized to ask, demand, sue for, recover, collect and receive all such sums of money, debts, accounts, legacies, bequests, interest, dividends, annuities, and demands whatsoever, as are now or shall hereafter become due, owing, payable or belonging to me, and to have, use and take all lawful ways or means, in my name, or otherwise, for the recovery thereof by legal process and to compromise and agree for, and grant acquittance or other sufficient discharges for me and in my name.

To Employ Agents. My Agent is authorized to appoint and employ, with or without compensation, any accountants, attorneys at law, investment counsel, fiduciaries or other agents.

Powers Generally. Without prejudice to and in enlargement of the authority above conferred, to execute each and every instrument, undertake each and every obligation, and to take from time to time any and all action of whatsoever nature and with relation to any matters whatsoever, whether or not specifically mentioned herein, and to exercise in respect thereto as full and complete power and discretion as I myself might or could do.

To Sell or Convey. My Agent is authorized to sell or convey any and every kind of property that I may own now or in the future, real, personal, intangible, or mixed, including without being limited to contingent and expectant interests, all marital rights, my share of any community property rights, and any rights of survivorship incident to joint tenancy or tenancy by the entirety. Any such sale or conveyance shall be upon such terms and conditions as my Agent deems appropriate. My Agent is authorized to make such disposition of the proceeds of such sale as my Agent shall deem appropriate.

Initials
 Principal Ro
 Witness me
 First Agent all
 Alternate Agent _____

Power with Respect to Qualification for Medicaid or Other Governmental Benefits. My Agent is authorized to utilize all lawful means and methods to recover such assets and rights, qualify me for and claim benefits provided by any governmental agency or body, to include Medicaid, Medicare, Supplemental Social Security, and Social Security Disability Insurance. This authority includes converting my assets into assets that do not disqualify me from receiving such benefits and to make gifts in accordance with the gifting authority granted elsewhere in this instrument. My Agent is directed to consider all rules, regulations and statutes regarding disqualification or other adverse actions that may result from such gifting.

Initials
Principal Rad
Witness JMC
First Agent ECJ
Alternate Agent _____

Power to Obtain Protected Health Information under HIPAA. I intend for my agent to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 USC 1320d and 45 CFR 160-164. I understand that this authorization is voluntary. I authorize any healthcare professional or organization involved in my health care (including but not limited to hospital, laboratory, pharmacy, other covered health care provider, or insurance company), to give, disclose and release to my agent without restriction any and all of my past or present health information and medical records. Any person or organization that provides such information to my agent is released from any and all liability for such release of my medical records to my agent. I hereby waive liability for a physician who certifies my health in accordance with the competency provisions stated in this Durable Power of Attorney. The authority given my agent shall supersede any prior agreement that I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my agent has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

Initials
Principal Rad
Witness JMC
First Agent ECJ
Alternate Agent _____

Power to Make Gifts. My Agent is authorized to make gifts, to include the forgiveness of indebtedness, to the persons designated as beneficiaries in my Last Will and Testament, outright or in trust, in whatever amounts and for whatever purposes as my Agent deems appropriate. My Agent may also make gifts to any tax-exempt charitable organization recognized under Internal Revenue Code ("IRC") Sections 170(c) or 501(c)(3). As to any donee, these amounts shall not exceed the largest amount which then qualifies for the annual exclusion allowed for federal gift tax purposes as set forth in Section 2503 of the IRC. The authority to make gifts is noncumulative and shall lapse at the end of each calendar year. All gifts may be made outright, in trust, or to any guardian, conservator or custodian of an eligible donee. Gifts are not required to be in equal amounts and are not required to be made to all eligible donees.

Initials
Principal Rad
Witness JMC
First Agent ECJ
Alternate Agent _____

///

///

To Disclaim, Renounce, Release, or Abandon Property Interest. My Agent is authorized to renounce, disclaim, release, or abandon any property or interest in property to which I am or may become entitled, whether by gift, testate or intestate succession.

Initials
Principal Rad
Witness JMC
First Agent ECJ
Alternate Agent _____

To Create and Fund Trusts. To transfer any of my property to trustees for my benefit upon the terms my Agent shall think desirable, and to fund any living trust I have established.

Initials
Principal Rad
Witness JMC
First Agent ECJ
Alternate Agent _____

To Exercise Powers of Appointment. My Agent is authorized to exercise any general or limited power of appointment over which I have been given such power. My Agent may exercise the power of appointment only after consultation with my attorney.

Initials
Principal Rad
Witness JMC
First Agent ECJ
Alternate Agent _____

ARTICLE II
GENERAL PROVISIONS

Benefits Received by Agent. It is my intention that my Agent be reasonably compensated for the services rendered on my behalf and be reimbursed for any expenses paid by the Agent which were incurred on my behalf. Reasonable compensation shall be the greater of \$20 per hour, or the hourly wage or salary equivalent which the Agent customarily receives in the Agent's regular employment. Reimbursement shall include, but is not limited to, monies paid for medications (whether prescribed or purchased over the counter); medical co-payments; fees for medical, nursing and caregiver services or laboratory work; household or personal incidentals; automobile maintenance and repair; lawn services or landscaping; fees for professional services (such as an attorney, CPA or financial advisor); reasonable travel or lodging costs in performance of the duties created by this power of attorney; maintenance and repair of my residence; and care of my pets.

Initials
Principal Rad
Witness JMC
First Agent ECJ
Alternate Agent _____

Waiver for Acts or Omissions. My Agent, if acting in good faith, is hereby released and discharged from any and all civil liability and from all claims or demands made by me or my heirs and assigns arising out of acts or omissions of my Agents, except for willful misconduct and gross negligence. The powers and authorities granted herein shall not be affected, impaired or exhausted by any non-

exercise or by any one or more exercises thereof. My Agent shall exercise or fail to exercise the powers and authorities granted herein in each case as my Agent, in my Agent's own absolute discretion, deems desirable or appropriate under existing circumstances.

Hold Agent Harmless. I, the undersigned Principal, and my heirs, successors and assigns, do hereby ratify and confirm as good and effectual, at law or in equity, all that my Agent, and any agents and attorneys appointed by my Agent, and their agents, associates and substitutes, shall lawfully do or cause to be done by virtue hereof, and further indemnify my Agent and hold my Agent harmless from any and all acts that my Agent shall lawfully do or cause to be done by virtue of this Durable Power of Attorney. However, despite the above provisions, nothing herein shall be construed as imposing a duty on my Agent to act or assume responsibility for any matters referred to above or other matters even though my Agent may have power or authority hereunder to do so.

Severability. If any power or authority hereby sought to be conferred upon my Agent should be invalid or unexercisable for any cause or not recognized by any person or organization dealing with my Agent, the remaining powers and authorities given to my Agent hereunder shall nevertheless continue in full force and effect.

No Duty of Third Parties. No person, partnership, corporation or legal entity relying upon this power of attorney shall be required to see to the application and disposition of any moneys, stocks, bonds, securities or other property paid to or delivered to my Agent, or my Agent's substitute, pursuant to the provisions hereof. Each person, partnership, corporation or other legal entity relying or acting upon this power of attorney shall be entitled to presume conclusively that this power of attorney is in full force and effect unless written notice shall have been given by me to such person, partnership, corporation or other legal entity that this power has been revoked, modified or amended. All acts done hereunder by my Agent after revocation of this power of attorney or after my death shall be valid and enforceable in favor of anyone who relies on this power of attorney and has not received prior actual written notice of the revocation or death. All acts done by my Agent pursuant to this power shall be binding upon me and my heirs, devisees and personal representatives.

Governing Law. This power of attorney shall be governed by the laws of the State of Arizona in all respects, including its validity, construction, interpretation and termination.

Effect of Other Jurisdictions. To the extent permitted by law, this instrument shall be applicable to all property of mine, real, personal, intangible and mixed, wherever and in whatever State of the United States or foreign country the situs of the property is at any time located. This includes all property now owned by me or subsequently acquired by me or for me by my Agent.

Designation of Conservator and Guardian. I designate the persons I have appointed to hold this Durable Financial Power of Attorney (in the same order of preference) to serve as the conservator of my estate and guardian of my person in the event that I am adjudged unable to handle my financial affairs or incapacitated by any court. I direct that, except as otherwise required by law, no surety or other security shall be required on any official bond of any such guardian or conservator.

Photocopy Acts as Original. My Agent is authorized to make photocopies of this document as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as an original.

ACCEPTANCE

I, a member of **CRISMON COOPER LICENSED FIDUCIARIES, LLC**, hereby agree to act as attorney-in-fact for **RUTH ANN LEWELLEN**. I have read the document and agree to use **RUTH ANN LEWELLEN's** assets only in her best interest. I further understand the possibility of prosecution set forth in A.R.S. §14-5506 should I use this power inappropriately.

CRISMON COOPER LICENSED FIDUCIARIES, LLC

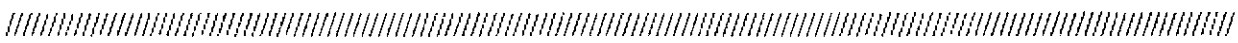
By: CRISMON COOPER LOVE
Member: CRISMON COOPER LOVE

STATE OF ARIZONA)
) ss.
County of Coconino)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by CRISMON COOPER LOVE, a member of **CRISMON COOPER LICENSED FIDUCIARIES, LLC**, Agent, this 23 day of January, 2015.



[Signature]
Notary Public



ACCEPTANCE

I, _____, hereby agree to act as attorney-in-fact for **RUTH ANN LEWELLEN**. I have read the document and agree to use **RUTH ANN LEWELLEN's** assets only in her best interest. I further understand the possibility of prosecution set forth in A.R.S. §14-5506 should I use this power inappropriately.

Agent's Signature

STATE OF _____)
) ss.
County of _____)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by _____, Agent, this _____ day of _____, _____.

Notary Public

SUBSCRIBED AND SWORN TO before me this 7th day of February, 2019, by
CRISMON COOPER LOVE.



Samantha Swope
Notary Public

ACCEPTANCE

I, Christopher Stubler, Arizona Fiduciary License Number 20741, Owner of STUBLER FIDUCIARY SERVICES, LLC, Arizona Fiduciary License Number 20465, hereby agree to act as attorney-in-fact for RUTH ANN LEWELLEN. I have read the document and agree to use RUTH ANN LEWELLEN'S assets only in her best interest. I further understand the possibility of prosecution set forth in A.R.S. §14-5506 should I use this power inappropriately.

Christopher Stubler
CHRISTOPHER STUBLER

STATE OF ARIZONA)
) ss
County of Coconino)

SUBSCRIBED AND SWORN TO before me this 7th day of February, 2019, by
CHRISTOPHER STUBLER.



Samantha Swope
Notary Public

RESIGNATION AS AGENT UNDER THE RUTH ANN LEWELLEN DURABLE FINANCIAL
POWER OF ATTORNEY AND NOMINATION AND APPOINTMENT OF STUBLER FIDUCIARY
SERVICES, LLC AS SUCCESSOR AGENT

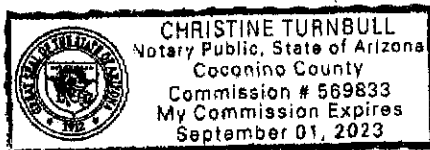
Crismon Cooper Love, formerly of Crismon Cooper Licensed Fiduciaries, LLC, by her signature hereunder, resigns from his duties as the Agent under the Ruth Ann Lewellen Durable Financial Power of Attorney and nominate Stubler Fiduciary Services, LLC to act as the Successor Agent.

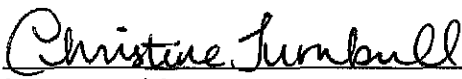
DATED this 24th day of August, 2020.


Crismon Cooper Love

STATE OF ARIZONA)
) ss.
County of Coconino)

Subscribed, sworn to, and acknowledged before me, the undersigned Notary Public, by Crismon Cooper Love this 24th day of August, 2020.

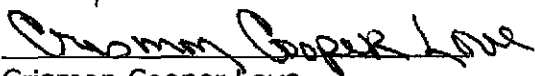



Notary Public
My Commission Expires: 9/1/23

RESIGNATION AS AGENT UNDER THE RUTH ANN LEWELLEN HEALTH CARE POWER OF
ATTORNEY AND NOMINATION AND APPOINTMENT OF STUBLER FIDUCIARY SERVICES,
LLC AS SUCCESSOR AGENT

Crismon Cooper Love, formerly of Crismon Cooper Licensed Fiduciaries,
LLC, by her signature hereunder, resigns from his duties as the Agent under the Ruth
Ann Lewellen Health Care Power of Attorney and nominate Stubler Fiduciary Services,
LLC to act as the Successor Agent.

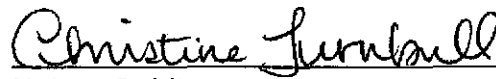
DATED this 24th day of August, 2020.


Crismon Cooper Love

STATE OF ARIZONA)
) ss.
County of Coconino)

Subscribed, sworn to, and acknowledged before me, the undersigned Notary
Public, by Crismon Cooper Love this 24th day of August, 2020.




Notary Public
My Commission Expires: 9/1/23