NOTICE AND AGENDA

OPEN SPACE COMMISSION MONDAY APRIL 22, 2024 HYBRID MEETING FLAGSTAFF AQUAPLEX AND MICROSOFT TEAMS 1702 N FOURTH STREET 4:00 P.M.

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 Open Spaces Commission and to the general public that, at this regular meeting, the Open Spaces Commission may vote to go into executive session, which will not be open to the public, for discussion and consultation 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 Commissioners may be in attendance through other technological means.

Chair Bruce Applin
Vice Chair Jacqueline Thomas
Commissioner Mary Norton (P&Z Liaison)
Commissioner Bruce Fox

Commissioner Chelita Runbeck
Commissioner Lina Wallen
Commissioner Nat White
Councilmember Representative Deborah Harris

3. Land Acknowledgment

The Flagstaff Open Space Commission humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. Approval of the March 25, 2024 Meeting Minutes

5. Public Comment

At this time, any member of the public may address the Commission on any subject that is not scheduled before the Commission on this day. The Arizona Open Meeting Law prohibits the Commission from discussing or taking action on an item which is not listed on the prepared agenda. Commission members may, however, respond to criticism made by those addressing the Commission, ask staff to review a matter, or ask that a matter be placed on a future agenda. To address the Commission on an item that is on the agenda, please wait for the Chair to call for Public Comment at the time the item is heard.

6. Business Items

A. <u>Hidden Hollow Easement Adjustment Recommendation to Flagstaff City Council.</u>
Review and discuss private property owners' request to revise the right-of-way easement through Observatory Mesa Natural Area and consider a motion to move this topic on to City Council consideration.

B. Observatory Mesa Trail Planning.

Staff and partners will review the Greater Observatory Mesa Area (GOMA) Trail Plan planning process and the changes to the plan over time. Following this review, staff will work with the commission to refine potential recommendations from the commission to the Open Space Section regarding considerations for the final GOMA Trail Plan draft.

C. Recommended Code Changes to Incorporate Open Spaces into the BBB Recreation Tax Allocation.

Staff will review the suggested code changes to be able to spend a portion of BBB Recreation Tax Funds for Open Space, in addition to Parks and Recreation.

7. Reports and Updates

- A. Council Representative Report, Council Representative Deborah Harris
- B. Planning and Zoning Commission Representative Report, Representative Mary Norton
- C. Open Space Management Report, Robert Wallace and Sylvia Struss
- 8. Informational Items To and From Commissioners and Staff

9. Potential Future Agenda Items

Next meeting: May 13, 2024, 4-6 p.m

- Observatory Mesa Trail Planning
 - Single-use vs multi-use
 - Directional trails
 - Balance between recreation and preservation
 - E-bike use
- Prioritization Multi-Year Project Planning, Rebecca Sayers, PROSE Director
- BBB Fund Allocations
- Property Preservation During the Development Process, Tiffany Antol
- Don Weaver Trail Alignment Proposal

10. 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 April 18, 2024, at 3:00 p.m. This notice has been posted on the City's website and can be downloaded at www.flagstaff.az.gov.

Dated this 18th day of April 2024.

Cathy Guetschow

Cathy Guetschow, Administrative Specialist

ADDITIONAL INFORMATION: In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact Cathy Guetschow (cquetschow@flagstaffaz.gov) at least two business days prior to the scheduled meeting time to enable the City to make reasonable arrangements.



Open Spaces Commission 6. A.

Co-Submitter: Rebecca Sayers, Parks, Recreation, Open Space, and Events Director

From: Robert Wallace, Open Space Supervisor

DATE: 04/22/2024

SUBJECT: Hidden Hollow Easement Adjustment Recommendation to Flagstaff City Council.

STAFF RECOMMENDED ACTION:

Review and discuss private property owners' request to revise the right-of-way easement through Observatory Mesa Natural Area and consider a motion to move this topic on to City Council consideration.

Executive Summary:

This item is a request from private property owners to amend right-of-way easement 16-88092 (ROW) for the construction of a driveway from Hidden Hollow Road through Observatory Mesa Natural Area to properties on the eastern side of Section 6. The ROW is within the boundaries of the City of Flagstaff. The purpose of this agenda item is to review private property owners' request to revise the right-of-way easement and to formulate a possible recommendation for Flagstaff City Council considerations.

The City has been informed that certain individuals seek to develop currently undeveloped private properties that use the ROW for access. The landowners of seven parcels totaling 114 acres abutting Observatory Mesa Natural Area (Parcel Numbers 11105002C,11105002E, 11105002F, 11105002H, 11105002J, 11105002K, 11105002L) are seeking improved access to their properties to construct a driveway, which is required before building permits can be granted. The proposed driveway would extend from Hidden Hollow Road approximately one mile through the Observatory Mesa Natural Area.

At the Open Space Commission meeting on March 25, 2024, the commission discussed possible motions and conditions for inclusion in a recommendation for the Flagstaff City Council consideration. Those motions and conditions included, but may not be limited to, the following:

Possible motions may include:

- a. Option A: The Open Spaces Commission recommends that private property owners confine travel and future improvements within the current ROW Easement #16-88092.
- b. Option B: The Open Spaces Commission recommends that the Request to Amend the ROW Easement #16-88092 be considered without additional conditions.
- c. Option C: The Open Spaces Commission recommends that the Request to Amend the ROW Easement #16-88092 be considered with the following conditions:
- d. Option D: The Open Spaces Commission feels that they cannot make a recommendation at this time because of the lack of information related to the Conservation Easement that protects the property and is held by the Arizona State Parks and Trails. If the Flagstaff City Council decides to consider the amendment request for the ROW Easement #16-88092, the commission suggests that the following conditions be included in the amendment.

Conditions:

- a. Require the creation of an HOA to provide a legal entity responsible for maintaining the conditions.
- b. Require a performance bond for the adjustment of the dirt road to ensure that the work will be completed and to warranty the work for three years to ensure proper construction.

- c. Require all construction on OMNA property to go through the Arizona State Parks and Trails Conservation Easement review requirements, which include but are not limited to an archeological survey, Arizona State Parks and Trails review, and State Historic Preservation Office review before construction can begin.
- d. During the road construction, require a revegetation specialist (i.e., ecologist, botanist, vegetation specialist) who is experienced in restoration ecology and local native plant communities be included in the project team to assist with project planning, direction, construction observation, monitoring, to document any impacts to the Natural Area, and provide prior notification to the Open Space Section impacts and planned mitigation efforts.
- e. All sections of the existing roadway that are not utilized in the proposed alignment must be decommissioned and restored to Open Space standards cited in the Restoration Guidelines.
- f. Require the road to be constructed on the private property where the ROW easement currently parallels the OMNA property on the east boundary.
- g. Require the entry to be gated at the OMNA boundary to prevent non-resident motorized vehicle use into the OMNA but allow for pedestrian, bicycle, and equestrian access.
- h. Submit an as-built certified survey to the City within 60 days of completion.
- i. Require the parcel owners to revegetate the road's cut and fill locations and abandoned alignments to Open Space standards cited in the Restoration Guidelines.
- j. Require ongoing road maintenance.
- k. Require all future utilities to be placed underground in the ROW so as not to interfere with the viewsheds on OMNA.
- I. Prohibit future lot splits and subdividing of the parcels.
- m. Prohibit (or limit) Accessory Dwelling Units on all parcels.
- n. Require Dark Skies Compliant Lighting on all light sources within the parcels.
- Require parcel holder to monitor for future impacts to adjacent city property caused by road use or maintenance and report impacts to the Open Space Section to gain approval to perform mitigation by the easement holder and rehabilitate to specified standards.

Attachments

Right-of-Way Easement 16-88092 • Proposed amended ROW concept plan. Arizona State Parks and Trails Conservation Easement

Form Review

Inbox
Assistant Parks/Recreation Director

Reviewed By Amy Hagin

Form Started By: Robert Wallace

Final Approval Date: 04/18/2024

Date

04/18/2024 07:13 AM Started On: 03/27/2024 01:36 PM



INST: 95-16389 FEE:\$ 14.00 AT THE REQUEST OF:\$ 14.00 BEA W LEE DATE: 06/09/1995 TIME: 04:16 DKT: 1776 PG: 471 PAGES: 009

Return to BEAW. LEE
2218 E. Ocotillo Rato,
Phoenix. Az 65016

STATE LAND DEPARTMENT STATE OF ARIZONA

RIGHT-OF-WAY SOLD AT PUBLIC AUCTION

	R/W No. 16 - 88092
THIS INDENTURE, made 1 by and between the Sta	his 6th day of November 1986, te of Arizona, hereinafter called the Grantor, and
hereinafter called the	BEA LEE, a single person
WITHESSETH, that in ac	cordance with the provisions of A.R.S. §37-461, the ed with the State Land Commissioner an application or the purpose of constructing, operating, and
	a public roadway
and	
Grantee herein as the of-Way, and which said	and field notes thereon have been adopted by the line of definite location of the aforesaid Right-right-of-way map is herein referred to and made a as though set out herein, and
condition precedent than the location. con	tood and agreed by the Grantee herein that, as a the granting of the Right-of-Way applied for, the lid Right-of-Way shall be used for no purpose other struction and maintenance of said Right-of-Way over ing State lands, to-wit described in Appendix A.
TO HAVE AND TO HOLD purpose designated, a	the same for so long as it may be used for the nd subject to the conditions and reservations set

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forth herein.

IT IS UNDERSTOOD AND AGREED that in case the necessity for the Right-of-Way shall no longer exist, or the Grantee should abandon or fail to use the same, then this grant shall become void, and the right to use the land and all the rights granted hereunder shall revert to the State of Arizona, whereupon the Grantee agrees to execute and deliver a complete release of all right, title and interest therein.

This grant is, and shall be binding upon the said Grantee, his successors and assigns.

IT IS FURTHER UNDERSTOOD AND AGREED that this Right-of-Way conveys no fee to the land described herein and no rights to any of the minerals, oil, gas, coal, natural products, etc., in said land and the State of Arizona reserves the right to grant mineral and/or oil and gas leases upon said land.

IT IS FURTHER UNDERSTOOD AND AGREED that the said Grantee shall not fence the said Right-of-Way, nor exclude from the use of the surface thereof the State of Arizona or its lessees or grantees.

THE SAID GRANTOR further reserves the right to grant to others, easements and rights-of-way over and across the lands described.

HOW THEREFORE, in accordance with the provisions of A.R.S. §37-461 and agreeable to the conditions heretofore set forth, the Grantee herein is hereby authorized to locate, construct, operate and maintain said Right-of-Way over and across the State land described herein.

Grantee agrees to indemnify, hold and save Grantor harmless against all loss, damage, liability, expense, costs and charges incident to or resulting in any way from any injuries to person or damage to property caused by or resulting from the use, condition or occupation of the land.

EASEMENT CONDITIONS

- 1. With regard to the location, construction and maintenance of the Right-of-way:
 - (a) Grantee shall ensure full compliance with the terms and conditions of this grant by its agents, employees and contractors (including sub-contractors of any tier), and the employees of each of them.
 - (b) Unless clearly inapplicable, the requirements and prohibitions imposed upon Grantee by these terms and conditions are also imposed upon Grantee's agents, employees, contractors, and sub-contractors, and the employees of each of them.

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- (c) Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.
- (d) Grantee shall require its agents, contractors or subcontractors to include these terms and conditions in all contracts and sub-contracts which are entered into by any of them, together with a provision that the other contracting party, together with its agents, employees, contractors and sub-contractors, and the employees of each of them, shall likewise be bound to comply with these terms and conditions.
- 2. All access roads over State land outside the Right-of-Way must be applied for and authorized in accordance with applicable regulations.
- 3. No material may be removed by Grantee or its contractors without the written approval of the Commissioner.
- Grantee shall promptly notify the Commissioner of the amount of flora, if any, which will be cut, removed, or destroyed in the construction and maintenance of the project and shall pay the State Land Department such sum of money as the Commissioner may determine to be the full value of the flora to be so cut, removed or destroyed. Grantee shall notify the State Land Department and the Commission of Agriculture and Horticulture 30 days prior to any destruction or removal of native plants to allow salvage of those plants where possible.
- Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the land under grant as determined necessary by the State Land Department.
- 6. Grantee shall be required, upon completion of right-of-way construction, to make such rehabilitation measures on the State lands, including, but not limited to, restoration of the surface, revegetation, and fencing as determined necessary by the State Land Department.

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- 7. Upon revocation or termination of the Right-of-Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the land to its original condition, to the satisfaction of the Commissioner.
- 8. Costs incurred by the Grantee in complying with restoration and rehabilitation requirements as determined by the State Land Department on State trust lands shall be borne by the Grantee.
- 9. Prior to surface disturbance, the Grantee hereof shall provide evidence of archaeological clearance to the Arizona State Land Department. Archaeological surveys and site mitigation must be conducted in accordance with rules and regulations promulgated by the Director, Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director, Arizona State Museum.
- 10. THIS DOCUMENT is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and a fully executed copy is delivered to the Grantee.
- 11. IN THE EVENT OF A DISPUTE between the parties to this Agreement, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. §12-1518; and, in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department pursuant to statute or Department Administrative Rule.
- Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.
- 13. Notice of State authority to cancel this contract:
 - A. The State may cancel any contract, without penalty or further obligation, made after September 4, 1978, by the State or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State or any of its departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract, in any capacity or a consultant to any other party of the contract, with respect to the subject matter of the contract.
 - B. The cancellation shall be effective when written notice from the Governor is received by any other parties to the contract unless the notice specifies a later time.

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14. Native Plant Law:

If the removal of plants protected under the Arizona Native Plant Law is necessary to enjoy the privilege of this Document, the Grantee hereunder must previously acquire the written permission of the Arizona State Land Department and Arizona Commission of Agriculture and Horticulture to remove those plants.

ENVIRONMENTAL INDEMNITY

Grantee shall protect, defend, indemnify and hold harmless the Grantor from and against all liabilities, costs, charges and expenses, including attorneys' fees and court costs arising out of or related to the presence of or existence of any substance regulated under any applicable federal, state or local environmental laws, regulations, ordinances or amendments thereto because of: (a) any substance that came to be located on the Right-of-Way due to Grantee's use or occupancy of the lands by the Grantee before or after the issuance of the Right-of-Way; or (b) any release, threatened release or escape of any substance in, on, under or from said Right-of-Way that is caused, in whole or in part, by any conduct, actions or negligence of the Grantee, regardless of when such substance came to be located on the Right-of-Way.

For the purposes of this Right-of-Way, the term "regulated substances" shall include substances defined as "regulated substances", "hazardous waste", "hazardous substances", "hazardous materials", "toxic substances" or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the relevant local and state environmental laws, and the regulations, rules and ordinances adopted and publications promulgated pursuant to the local, state and federal laws. This indemnification shall include, without limitation, claims or damages arising out of any violations of applicable environmental laws, regulations, ordinances or subdivisions thereof, regardless of any real or alleged strict liability on the part of Grantor. This environmental indemnity shall survive the expiration or termination of this Right-of-Way and/or any transfer of all or any portion of the Premises and shall be governed by the laws of the State Of

In the event any such action or claim is brought or asserted against the Grantor, the Grantee shall have the right, subject to the right of the Grantor to make all final decisions with respect to Grantor's liability for claims or damages, (i) to participate with Grantor in the conduct of any further required cleanup, removal or remedial actions and/or negotiation and defense of any claim indemnifiable under this environmental indemnity provision, having reasonable regard to the continuing conduct of the operation/business located on the Premises and (ii) to participate with the Grantor in negotiating and finalizing any agreement or settlement with respect to any such claim or cleanup.

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ADDITIONAL PASEMENT CONDITIONS

The State of Arizona, through its State Land Department, retains ownership of the land. The use of this Right-of-Way is to be nonexclusive. This easement is sold SUBJECT to existing reservations, easements or rights-of-way heretofore legally obtained and now in full force and effect.

The Department does not represent or warrant that access exists over other State lands which intervene respectively between this Right-of-Way easement and the nearest public roadway.

SUBJECT to the express condition that when the lands cease to be put to the stated purpose, said easement shall cease and terminate. Said termination shall be effected through judicial proceedings instituted by or on behalf of any officer or employee of the State of Arizona in a court of general jurisdiction of the State.

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ADDITIONAL CONDITIONS ATTACHED HERETO AND MADE A PART OF RIGHT-OF-WAY LEASE NO: 16-88092

Grantee agrees the alignment for this roadway must begin on the North Section Line of Section 6, Township 21 North, Range 7 East at the point of Hidden Hollow Road and along the West Line of Lot 3 of Tintagel-Flagstaff for Section 31, Township 22 North, Range 7 East.

Grantee agrees prior to construction:

- 1. An Engineering design delineating the proposed roadway alignment and highlighting road construction methods and materials will be submitted to State Land Department (SLD) Rights of Way Section for approval; upon approval a construction schedule will be submitted to SLD Rights of Way Section.
- 2. Notice to the Forestry Division of the Arizona State Land Department is required so they can remove the timber and assess this resource.
- 3. To obtain all Federal, State and City permits required by law, and submit copies to SLD Rights of Way Section.

Grantee agrees to submit an as built certified survey to SLD Rights of Way Section within 60 days of finished construction.

Grantee agrees to notify the Rights of Way Section to arrange for a final inspection.

PECYT DESCRIBLIONS

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PERMIT DESCRIBLION

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CO. COCONINO SIN HOE AND LOCATED IN THE LEGAL DESCRIPTION OF LANDS REQUIRED THE ENGINEERING AND MAPPING SECTION HEREBY SUBMITS

LEGAL DESCRIPTION:

N87°39-40"E (ASSUMED) A DISTANCE OF 2225.07 FEET; COUNTY, ARIZONA FROM WHICH THE NORTHEAST CORNER THEREOF BEARS 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, COCONTNO BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 6, TOWNSHIP

THENCE 265027'04"E, A DISTANCE OF 256.86 FEET; THENCE 252004.00"E, A DISTANCE OF 171.87 FEET; A DISTANCE OF 301.12 FEET; THENCE 247046' 49"W THENCE S37007'04"W, A DISTANCE OF 683.78 FEET; THENCE 210035'34"E, A DISTANCE OF 636.27 FEET; THENCE STROTO . 28"E, A DISTANCE OF 280.14 FEET; THENCE SIGITITIM, A DISTANCE OF 300.00 FEET;

OF SAID SECTION 6; SOUTH LINE OF THE SOUTHWEST QUESTER OF THE MORTHEAST QUESTER A DISTANCE OF 738.00 FEET TO A POINT ON THE THENCE 248033,21,E

THENCE N87045'34"E, ALONG SAID SOUTH LINE, A DISTANCE OF 420.00

POINT OF TERMINATION. OF SAID SECTION A DISTANCE OF 1320 FEET, MORE OR LESS TO A WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER THENCE SOUTH (ASSUMED) PARALLEL TO AND 30 FEET WEST OF THE

Page 1 of 1 ybbendtx y

IN WITHERS HEREOF, the parties hereto have signed this Document effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR Arizona State Land Commissioner

7: Que M. Hangle 8-18-93



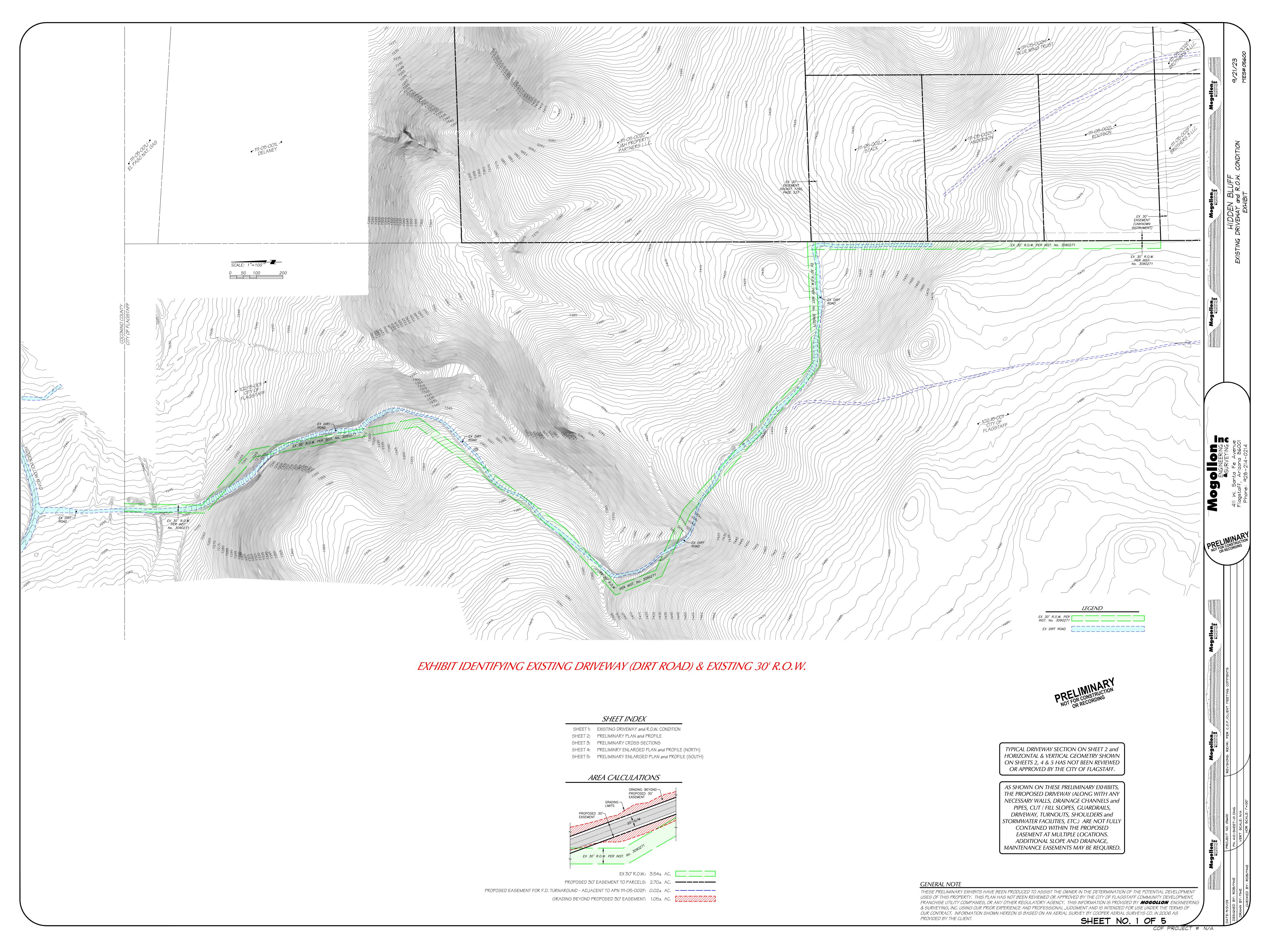
BEALEE V8-185

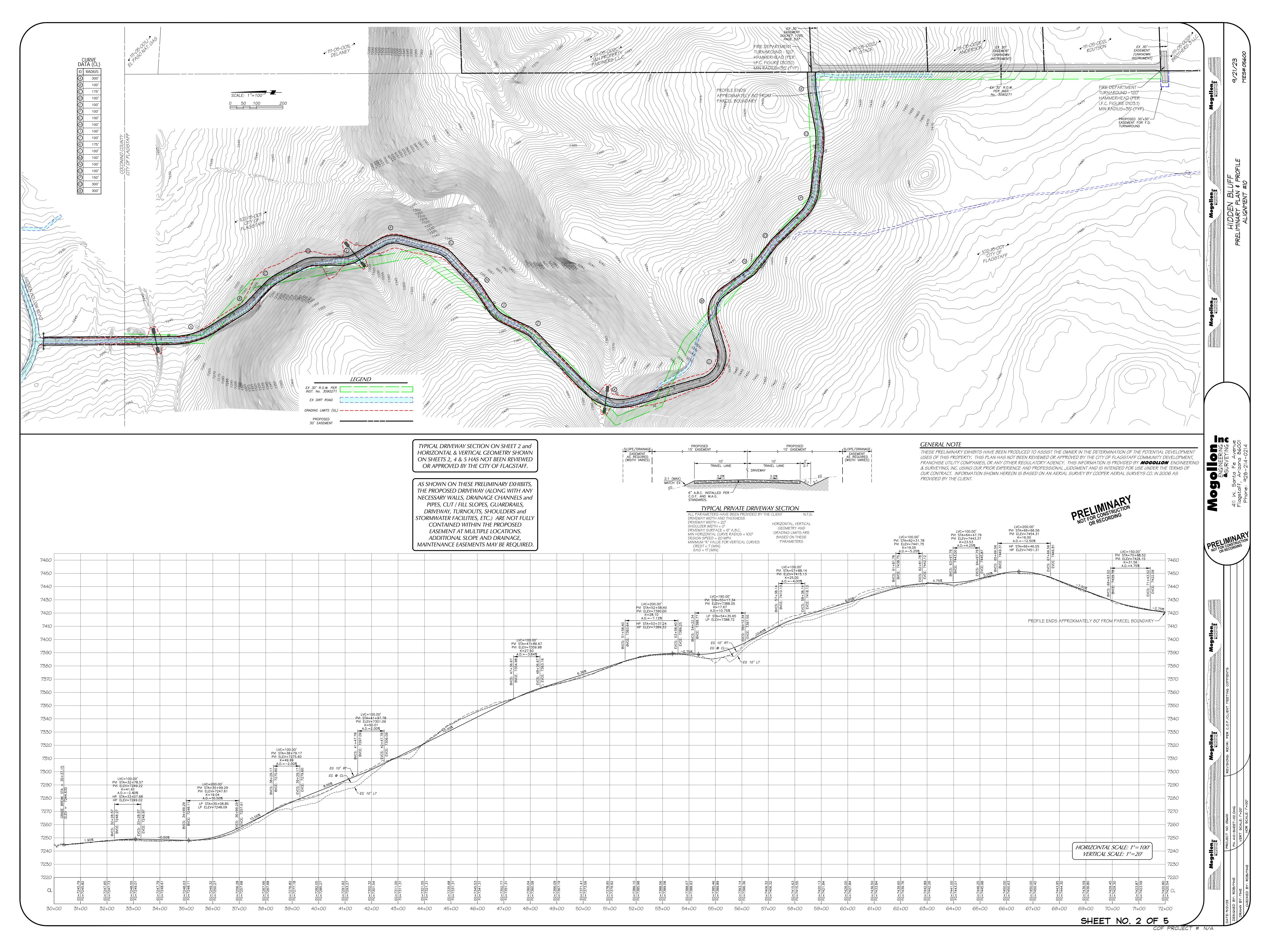
GRAWTEE Date

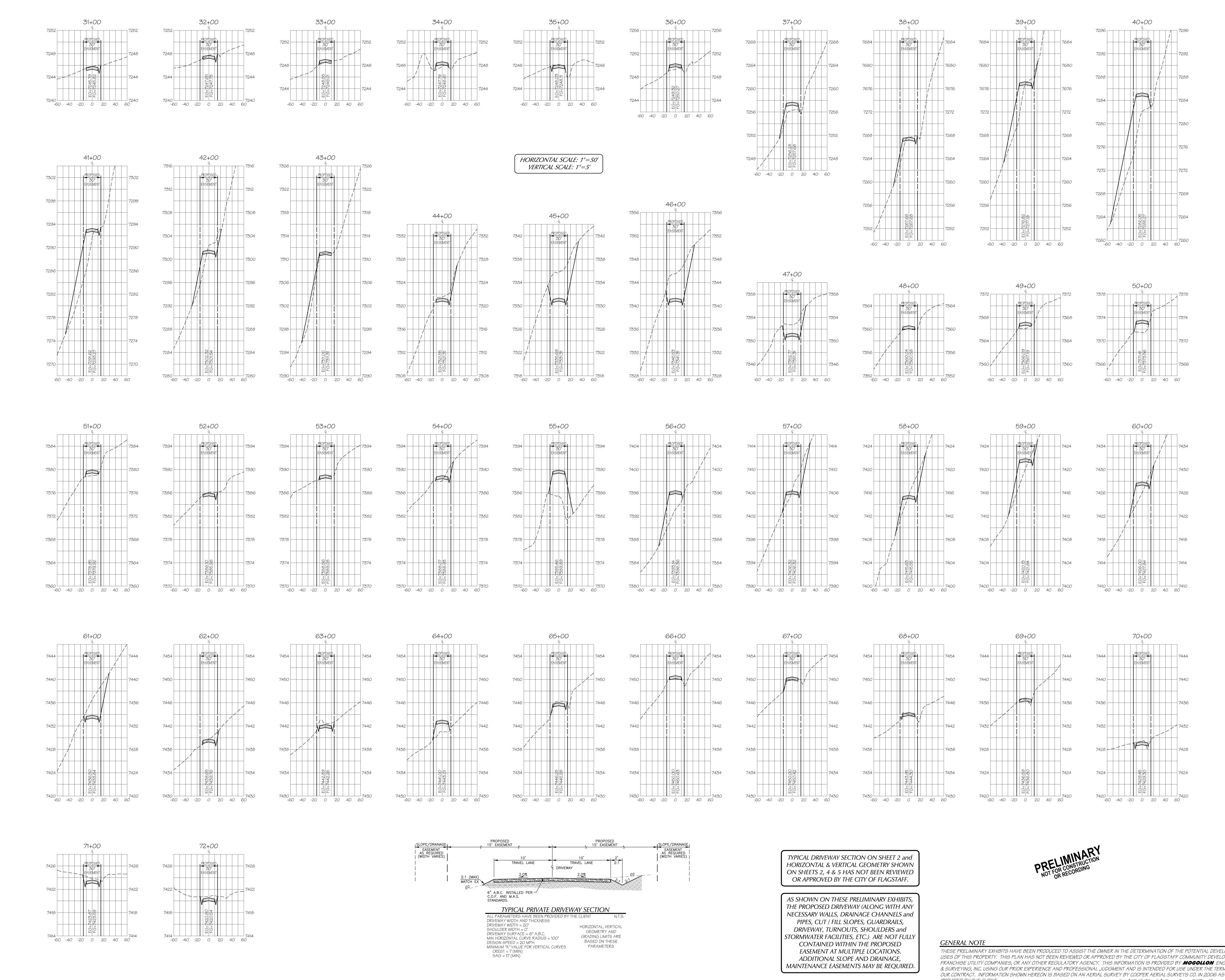
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Address
Phopur A 850/6

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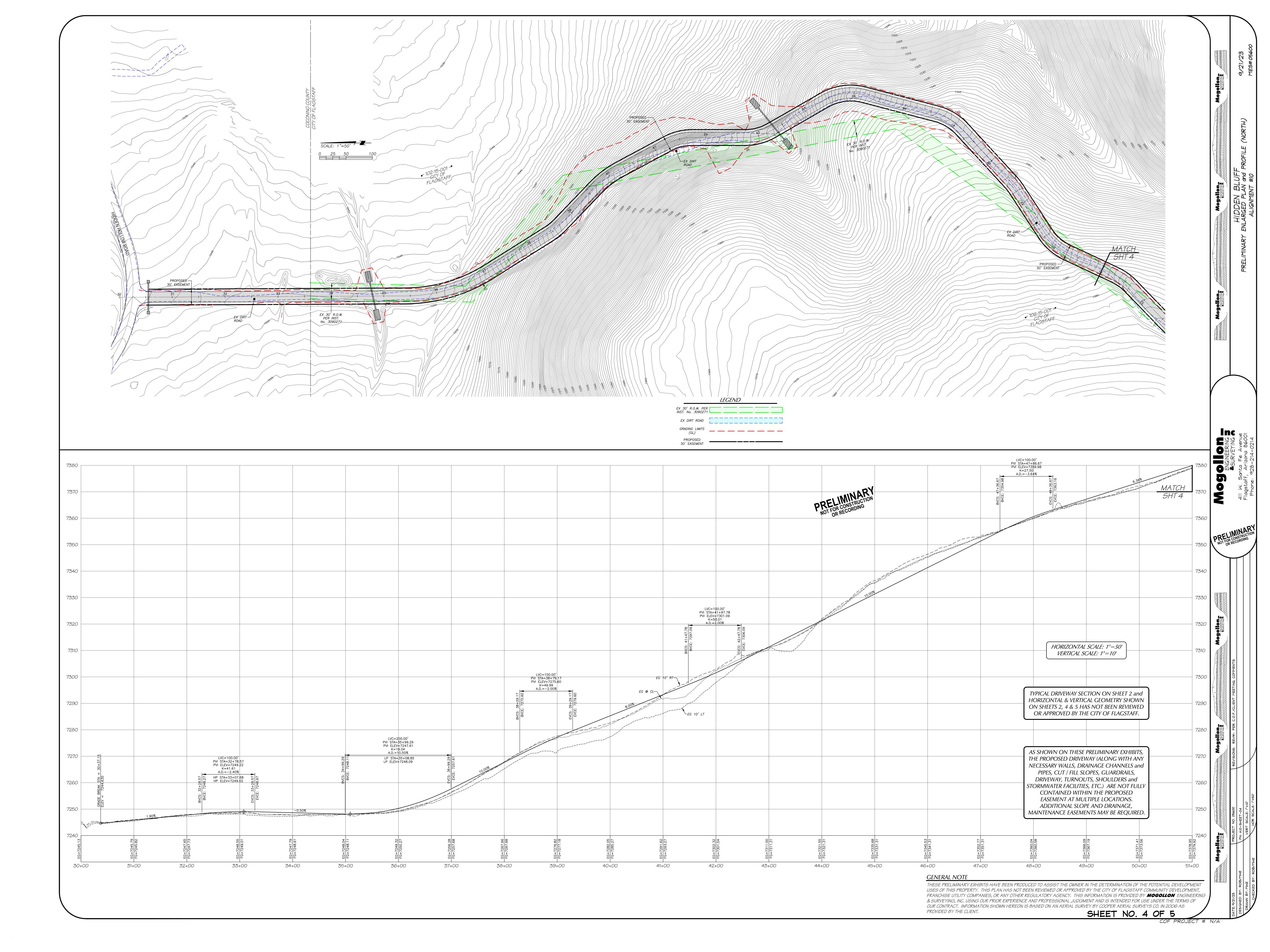


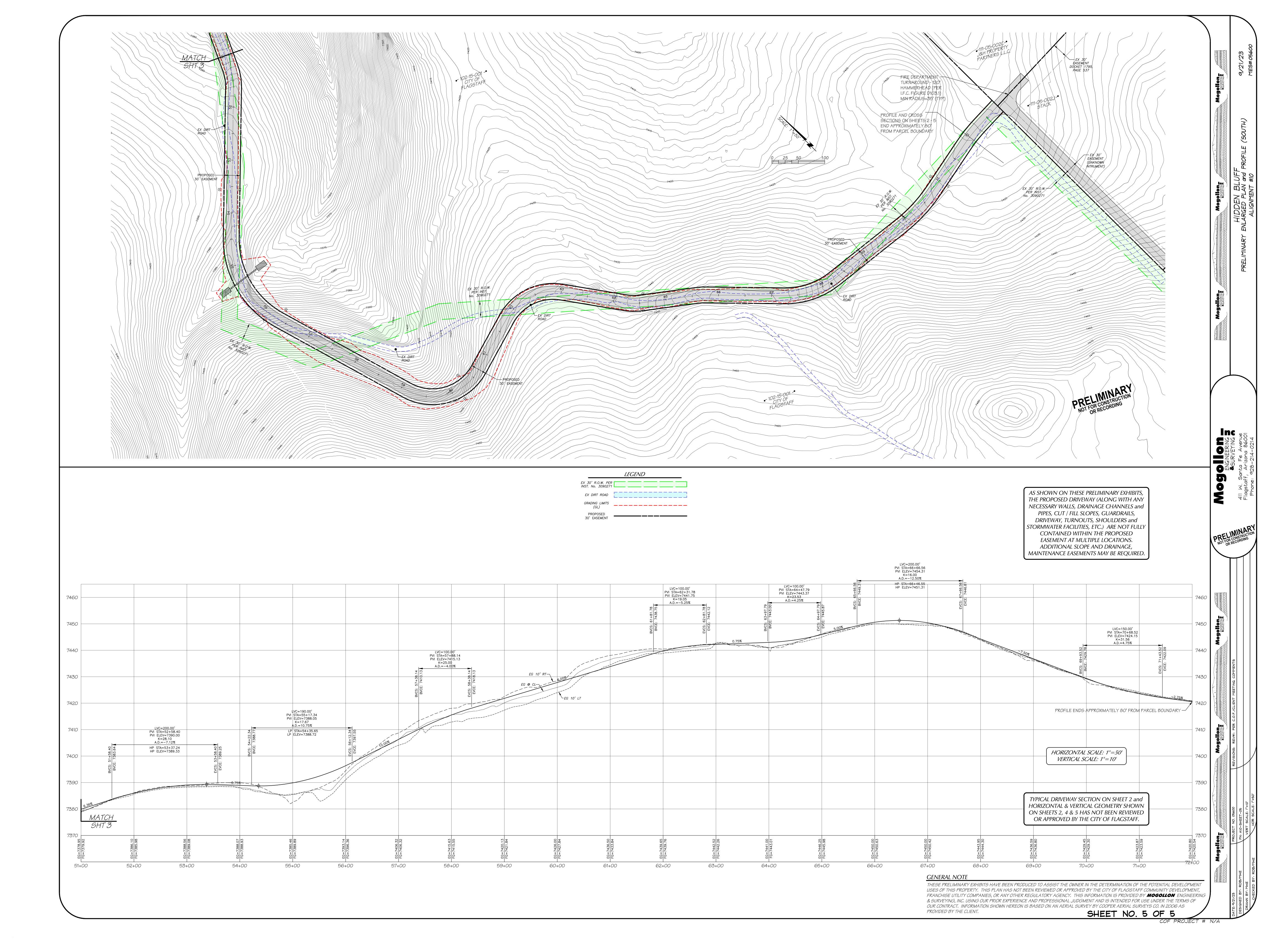




COF PROJECT # N/A

THESE PRELIMINARY EXHIBITS HAVE BEEN PRODUCED TO ASSIST THE OWNER IN THE DETERMINATION OF THE POTENTIAL DEVELOPMENT USES OF THIS PROPERTY. THIS PLAN HAS NOT BEEN REVIEWED OR APPROVED BY THE CITY OF FLAGSTAFF COMMUNITY DEVELOPMENT, FRANCHISE UTILITY COMPANIES, OR ANY OTHER REGULATORY AGENCY. THIS INFORMATION IS PROVIDED BY MOGOLLON ENGINEERING & SURVEYING, INC. USING OUR PRIOR EXPERIENCE AND PROFESSIONAL JUDGMENT AND IS INTENDED FOR USE UNDER THE TERMS OF PROVIDED BY THE CLIENT. SHEET NO. 3 OF 5







City of Flagstaff

January 28, 2014

Annie McVay Arizona State Parks 1300 W. Washington St. Phoenix, AZ 85007

RE: Grant Name: FY2013 Growing Smarter State Trust Land Acquisition Grant -

Observatory Mesa Grant No: 231303

DEED OF CONSERVATION EASEMENT

Enclosed is an executed Deed of Conservation Easement (Attachment C) between the City of Flagstaff and the Arizona State Parks for the Observatory Mesa project.

If you have any questions, please contact me at 928-213-2227 or, by email at sknaggs@flagstaffaz.gov.

Sincerely,

S. Breekle-Knoget
Stacey Brechler-Knaggs

Grants Manager

Cc: McKenzie Jones, Sustainability Specialist

Attachment C

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 24th day of 3014, 2013 by The City of Flagstaff, having an address at 211 West Aspen Avenué, Flagstaff, Arizona 86001 ("Grantor"), in favor of Arizona State Parks Board, having an address at 1300 W. Washington, Phoenix, Arizona, 85007 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Coconino County, Arizona, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property possesses ecological values (collectively, "conservation values") of great importance to Grantors and the people of the State of Arizona; and

WHEREAS, in particular, Observatory Mesa, located in west Flagstaff is a southerly facing mesa that is an integral part of the ecology centered on the San Francisco Peaks. Elevation, creviced drainages, and sloping terrain support a diversity of plants and wildlife. Its location provides wildlife grazing between the Peaks and lower elevations. Observatory Mesa overlooks Flagstaff and much of the surrounding countryside, with unobstructed views extending north to the San Francisco Peaks and south to the Mogollon Rim; and

WHEREAS, the specific conservation values of the Property are further documented in an inventory of relevant features of the Property, submitted by Grantor as application for matching funds from the Land Conservation Fund through the Growing Smarter Trust Land Acquisition Grant Program and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by permitting only those land uses on the Property that do not significantly impair or interfere with them, including, without limitation, those land uses relating to existing at the time of the grant; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee is an Arizona state agency whose primary purpose is to manage and conserve Arizona's natural, cultural and recreational resources for the benefit of the people;

NOW, THEREFORE, in consideration of a Grant Award in the amount not to exceed \$6,000,000 and in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of Arizona and in particular A.R.S. § 33-271 through § A.R.S. 33-276 and A.R.S. §41-511.23, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

- 1. Purpose. It is the purpose of this easement to assure that the Property will be retained forever in predominantly the condition reflected in the Baseline Documentation referenced in this document and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, those involving passive recreational uses compatible with the maintenance of the Property's Conservation Values, such as hiking and horseback riding, educational gatherings, periodic planting of native plant species, release of rehabilitated or displaced wildlife and other activities, as are not inconsistent with the purpose of this Easement. This Easement is intended to assure that the goals of the Growing Smarter Act, as amended, to conserve open spaces in or near urban areas and other areas experiencing high growth pressures, will be met. This Easement seeks to conserve open space, defined as land that is generally free of uses that would jeopardize the conservation values of the land or development that would obstruct the scenic beauty of the land. Conserved land remains open space if the stewards of the parcel maintain protection of both the natural and cultural assets for the long-term benefit of the land and the public and the unique resources that the area contains, such as scenic beauty, protected plants, wildlife, archaeology, passive recreation values and the absence of extensive development.
- 2. **Rights of Grantee**. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this easement:
 - (a) To preserve and protect the conservation values of the Property;
 - (b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement in accordance with paragraph 8; provided that, except in cases where Grantee determines that immediate entry is required to prevent,

terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor; unless entry is open to the public, in which case notice to enter upon Property is assumed if it complies with the Grantor's enforced rules of public access, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

- (c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in paragraph 8.
- 3. **Restricted Uses.** Regardless, no more than 10% of the acquired land, up to a limit of 20 acres total, may be eligible for alteration or development, and all such proposed work must be approved by the Grantee in advance, subject to Paragraph 6 below. No changes may be made to the parcel that would seriously or negatively affect its conservation and open space values. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are allowed only upon prior approval of the Grantee:
 - (a) Construction of Buildings and Other Structures. The construction or reconstruction of any building or other structure or improvement, except those existing on the date of this Easement, is prohibited, except those alterations which are approved in advance by the Grantee and listed in sub-paragraphs (b) and (c).
 - (b) Trail and Parking Lot Construction. No trail, road, parking lot, ramada, staging area or other man made structure shall be constructed without the advance written permission of Grantee. Such permission shall not be unreasonably withheld unless Grantee determines that the proposed location of any trail, road, parking lot, ramada or staging area will substantially diminish or impair the Conservation Values of the Property or is otherwise inconsistent with this Deed.
 - (c) **Signage or Billboards.** No signs, billboards, awnings or advertisements shall be displayed or placed on the Property, except for appropriate and customary signs for interpretive and recreational purposes, such as "no trespassing" signs and trail markers, and then only with advance written permission from Grantee. Under no circumstances shall any sign or marker be erected that materially adversely affects the Conservation Values of the Property.
 - (d) **Temporary Fundraising Activity.** Grantor may request the right to perform periodic and temporary fundraising activities on the Property if the revenues earned from those activities will be used for stewardship of

the Property. Such fundraising activities shall be allowed only upon written approval of Grantee if Grantee determines that the proposed activity will not substantially diminish or impair the Conservation Values of the Property or is otherwise inconsistent with this Deed.

Where Grantee's approval is required, as set forth above, Grantee shall grant or withhold its approval in writing within a reasonable period of time. Grantor's written request shall include a description of the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with purpose of this Easement. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement. If Grantee does not respond to the request within 60 days, the request shall be deemed denied. In the event of approval, any deviation from the nature, scope, design, location, timetable or any other material aspect of the proposed activity requires that Grantor submit an additional request for approval.

- 4. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
 - (a) **Subdivision.** Any division or subdivision of title to the Property, whether by physical or legal process, is prohibited.
 - (b) **Commercial or Industrial Activity.** No commercial or industrial uses shall be allowed on the Property.
 - (c) **Mining.** The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance is prohibited.
 - (d) Water Rights. Grantor shall retain and reserve the right to use water rights sufficient to maintain and improve the Conservation Values of the Property, and shall not transfer, encumber, lease, sell, or otherwise separate water rights necessary and sufficient to maintain and improve the Conservation Values of the Property from title to the Property itself.
 - (e) **Trash and Dumping.** The dumping or uncontained accumulation of any kind of trash or refuse on the Property is prohibited.
- 5. Reserved Rights. Grantors reserve to themselves, and to their personal representatives, heirs, successors, assigns, all rights accruing from their ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, and subject to the terms of paragraph 3, the following rights are expressly reserved:

- (a) To engage in and permit others to engage in recreational uses of the Property, including, without limitation, hiking, horseback riding, and other forms of passive recreation that require no surface alteration or other development of the Property.
- (b) To engage in and permit others to engage in educational and scientific study activities, without limitation, provided that no unauthorized alteration of the Property or of objects or sites addressed in paragraph 7 will occur as a result of these activities.
- (b)(c) To remove invasive plant species and to re-vegetate portions of the Property with indigenous plants if needed after flood, fire, or other disturbance.

Grantor is required to notify Grantee prior to undertaking or permitting new activities on the Property, if not specifically listed above, in order to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are not inconsistent with the purpose of the Easement. Grantor shall provide notice to Grantee in writing not less than 60 days prior to the date Grantor intends to undertake or permit the new activity in question.

6. Notice of Intention to Undertake Certain Permitted Actions.

- 6.1 Where Grantee's approval is required, as set forth in paragraphs 3(a) through 3(d), Grantee shall grant or withhold its approval in writing within 60 days of receipt of Grantor's written request therefore. The written request shall include a description of the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with purpose of this Easement. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement. If Grantee does not respond to the request within the 60-day time frame, the request shall be deemed denied. In the event of approval, any deviation from the nature, scope, design, location, timetable or any other material aspect of the proposed activity requires that Grantor submit an additional request for approval.
- 6.2 Grantor is required to notify Grantee prior to undertaking permitted activities consistent with the Easement, other than those activities governed by paragraphs 3(a) through 3(d) and 6.1 to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are not inconsistent with the purpose of the Easement. Grantor shall provide notice to Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question.

7. Historic Properties and Preservation of Resources.

- 7.1 **Definition.** Historic Properties are defined as sites, buildings, structures and objects significant in this state's history, architecture, archaeology, engineering and culture which meet eligibility criteria which the Arizona Parks Board establishes for listing on the Arizona Register of Historic Places or which are listed on the National Register of Historic Places.
- 7.2 **General Preservation.** Grantor agrees to consider the use of and impact upon historic properties located on the Property and to undertake any reasonable preservation that is necessary to carry out the terms of this Easement. In addition, the Grantor agrees to avoid any demolition, substantial alteration or significant deterioration of historic properties and objects on the Property.
- 7.3 Land Uses and Historic Preservation. Grantor agrees that only those uses that are compatible with preservation of the cultural resources located on the Property shall be allowed on the Property and ensure that the pre-historical, historical, architectural or culturally significant values will be preserved or enhanced.
- 7.4 Unintentional Disturbance. The Grantor agrees to monitor the Property for the unintentional disturbance of human remains or funerary objects and historic properties on the Property and shall report any such disturbance to the Director of the Arizona State Museum, the State Historic Preservation Officer and the Grantee. The Grantor agrees to exercise any and all measures recommended by either the Director of the Arizona State Museum, or other permitting authority as established by state law, or the Grantee, to see that on further disturbance of the remains or objects occurs.
- 7.5 **Prohibition on Excavation.** The Grantor agrees that it will not disturb or excavate or grant any other person permission to disturb or excavate in or upon any historic property, or any historic or prehistoric ruin, burial ground, archaeological or vertebrate pale ontological specimen. For the purpose of this provision, archaeological specimen means any item resulting from past human life or activities which is at least 50 years old including petroglyphs, pictographs, paintings, pottery, tools, ornaments, jewelry, textiles, ceremonial objects, weapons, armaments, vessels, vehicles and human skeletal remains. Archaeological specimen does not include arrowheads, coins or bottles. Notwithstanding the applicability of these prohibitions, the Grantee, in consultation with the State Historic Preservation Officer, may consider and allow for the excavation in or upon a historic property, provided that the Conservation Values of the Property are not adversely affected. In addition, any excavation of disturbance that is allowed by the Grantee is still subject to approval by and the permitting requirements of the Director of the Arizona State Museum, or other permitting authority established in law.
- 7.6 **Prohibition on Defacing Property.** The Grantor agrees not to deface or otherwise alter any site or object on the Property and embraced within the terms stated in provisions 7.1 through 7.5. The Grantor further agrees to make reasonable efforts to avoid the potential that persons and entities entering upon the site for approved purposes may deface or otherwise alter any site or object embraced within the terms stated in provisions 7.1 through 7.5.

7.7 Reporting Discoveries. The Grantor agrees that during the course of acting as steward of the Property and especially during any work to prepare the Property for public access, such as a survey, excavation, construction or other like activity, that it shall report promptly to the Director the Arizona State Museum, or other permitting authority as established by state law, the State Historic Preservation Officer and the Grantee, the existence of any archaeological, pale ontological or historical site or object that is at least 50 years old and that is discovered in the course of such survey, excavation, construction, other like activity, or other activities undertaken as the steward of the Property. All such discoveries are subject to the provisions of the Arizona Antiquities Act. Any discoveries may require treatment such as remediation or restoration if the site or object was adversely impacted as a result of the survey, excavation, construction or other like activity, which the cost of any such remediation or restoration shall be borne by Grantor.

8. Grantee's Remedies.

- 8.1 Notice of Violation; Corrective Action. If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee at Grantor's expense.
- 8.2 **Injunctive Relief.** If Grantor fails to cure the violation within 20 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a **20** day period, fail to begin curing the violation within the 20 day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.
- 8.3 **Damages.** Grantee shall be entitled to recover damages up to, but not in excess of the grant amount, directly resulting from violation of the terms of this Easement or injury to any conservation values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting the Grantors' liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.
- 8.4 Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this paragraph 8 without prior notice to Grantor or without waiting for the period provided for cure to expire.

- 8.5 **Scope of Relief.** Grantee's rights under this section 8 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in paragraph 8.2, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph 8 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- 8.6 Costs of Enforcement. All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Easement shall be borne by Grantor.
- 8.7 **Forbearance**. Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- 8.8 Waiver of Certain Defenses. Grantors hereby waive any defense of laches, estoppel, or prescription.
- 8.9 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, mitigate significant injury to the Property resulting from such causes. Notwithstanding the foregoing, nothing herein shall preclude Grantor's and Grantee's rights to pursue any third party for damages to the Property from vandalism, trespass or any other violation of the terms of this Easement.
- 9. **Arbitration**. Notwithstanding the remedies available to the parties pursuant to Paragraph 8 above, the parties agree to resolve all disputes arising out of or relating to this Easement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.
- 10. Access. Grantor agrees to provide reasonable public access to the Property and agrees to impose no restrictions that would limit reasonable public access.

- 11. **Records Retention**. Grantor agrees to retain all data, books and other records ("Records") relating to the grant for a period of five years. All records shall be open to inspection and audit by the grantee at reasonable times. Upon request, the Grantor will provide a legible copy of any or all such records within a reasonable time.
- 12. Annual Reports and Certification. Grantor agrees to report annually on the condition of the Property and to report any change in the Property from the Baseline Documentation to the Grantee in a format of the Grantee's choosing. The Grantor shall certify compliance with the obligations of the Deed of Conservation Easement every year in perpetuity, on a form to be provided by the BOARD. In addition, on-site inspections shall be conducted periodically at the discretion of the BOARD. The following point shall be taken into consideration during the inspection of properties that have been acquired or developed with grant assistance: retention and use appearance, maintenance, management, availability, environment, signing, and interim use.
- 13. Costs, Liabilities, Taxes, and Environmental Compliance.
- 13.1 Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability self-insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by the Grantors.
- 13.2 **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.
- 13.3 **Representations and Warranties.** Grantors represent and warrant that, after reasonable investigation and to the best of their knowledge:
 - (a) No substance defined, listed or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used disposed of, deposited, abandoned, or transported in, on, from or across the Property;
 - (b) There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed

- from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;
- (c) Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;
- (d) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and
- (e) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, local law, regulation, or requirement applicable to the Property and its use, nor do there exist any facts or circumstances that the Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.
- 13.4 **Remediation.** If, during Grantor's ownership of the Property, there occurs, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agree to take all steps reasonably necessary to assure its containment and remediation, including any cleanup that may be legally required, unless the releases were caused by the Grantee, in which case Grantee shall be responsible therefore.
- 13.5 Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA").

14. Extinguishment and Condemnation.

14.1 Extinguishment. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement may be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction or by mutual written agreement of the parties. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Property (or any other property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, and after the satisfaction of prior claims and net of any costs or expenses association with such sale, Grantor and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of improvements made by Grantor after the effective date of this Easement, which amount is reserved to Grantor) in accordance with their respective percentage interests in the fair market value of the Property, adjusted, if necessary, to reflect a partial termination or

extinguishment of this Easement. Grantor shall use all such proceeds received by Grantor in a manner consistent with Grantor's conservation purposes.

- 14.2 **Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of their interests in the Property, including Grantee's interest in the amount of the Grant Award, subject to the taking or in lieu of purchase and all direct or incidental damages resulting there from. All expenses reasonable incurred shall be paid out of the amount recovered.
- 15. Amendment. Notwithstanding the provisions related to extinguishment of this Easement, if circumstances arise under which an amendment to or modification of this Easement would be appropriate, the Grantor and Grantee are free to jointly amend this Easement, provided that no amendment shall be allowed that will affect the qualifications of this document as an Easement under the laws of Arizona, and any amendment shall be consistent with the purpose of this Easement and shall not have a material negative affect on the Conservation Values. Such amendments shall be in writing and executed by both Grantor and Grantee.
- 16. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to Grantee of the transfer of any interest at least 30 days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.
- 17. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within 30 days of receiving the request, execute and deliver to Grantor, or to any party designated by Grantors, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within 30 days of receipt of Grantor's written request therefore.
- 18. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantors: City of Flagstaff 211 West Aspen Avenue Flagstaff, Arizona 86001

To Grantee: Arizona State Parks 1300 West Washington Street Phoenix, Arizona 85007

or to such other address as either party from time to time shall designate by written notice to the other.

19. **Recordation.** Grantee shall record this instrument in timely fashion in the official records of Maricopa County, Arizona, and may re-record it at any time as may be required to preserve its rights in this Easement.

20. General Provisions.

- 20.1 **Controlling Law.** The laws of the State of Arizona shall govern the interpretation and performance of this Easement. Proper venue for any dispute relating to the Easement shall be the Superior Court of Maricopa_County.
- 20.2 **Liberal_Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of A.R.S. §33-271 through §33-276 and A.R.S. §41-511.23. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 20.3 **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- 20.4 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

- 20.5 **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.
- 20.6 Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties, hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its successors, and assigns, and the above-named Grantee and its successors and assigns.
- 20.7 **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- 20.8 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 20.9 **Non-discrimination.** The Parties hereby acknowledge that they are bound by Executive Order 99-4 concerning non-discrimination in employment.
- 20.10 **Non-Availability of Funds.** Every payment obligation of the Grantee and Grantor under this Easement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Easement, this Easement may be terminated by the Grantee at the end of the period for which funds are available. No liability shall accrue to the Grantee in the event this provision is exercised, and the Grantee shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 20.11 **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Deed of Conservation Easement, which shall become effective immediately upon signature by both parties.

ACKNOWLEDGMENT BY GRANTOR
State of Arizona) County of <u>Coconine</u>)
The foregoing instrument was acknowledged before me this 34th day of January, 2018
By Kevin Borko GRANTOR
Stacy L. Salzburg Notary Public
Seall STACY L SALTZBURG Notary Public - Arizona Coconino County My Comm. Expires Jan 24, 2018
ACKNOWLEDGMENT BY GRANTEE
State of Arizona County of Manyor
The foregoing instrument was acknowledged before me this day of family, 2013 2014
BRYAN MARTYN GRANTEE
Notary Public

(Seal)

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Grant Agency: Arizona State Parks, Growing Smarter Land Acquisition

Project Title: Observatory Mesa

City Clerk J

Grant Number: 231303

Attest:

Approved as to Form:

FOR City Attorney



Open Spaces Commission

Co-Submitter: Rebecca Sayers, Parks, Recreation, Open Space, and Events Director

From: Robert Wallace, Open Space Supervisor

DATE: 04/22/2024

SUBJECT: Observatory Mesa Trail Planning.

STAFF RECOMMENDED ACTION:

Staff and partners will review the Greater Observatory Mesa Area (GOMA) Trail Plan planning process and the changes to the plan over time. Following this review, staff will work with the commission to refine potential recommendations from the commission to the Open Space Section regarding considerations for the final GOMA Trail Plan draft.

Executive Summary:

The City of Flagstaff Open Space Section, has been working with the community to develop and review a draft of the Greater Observatory Mesa Area Trail Plan. The Trail Plan's purpose is to design a trail system for implementation in the Greater Observatory Mesa Area. The final plan will include recommendations for restoration and define appropriate uses for a trail system. The City of Flagstaff will use the final plan to direct future management and trail implementation.

The Open Space Commission will be discussing and considering recommendations on the Trail Plan as a whole, with additional focus on:

- Trail Development: New Trail development
- Trail Development: Providing appropriate mountain biking alignments
- · Trail Development: Providing mountain bike trail features and varied difficulty levels
- Appropriate Use Considerations: Single-Use Trails vs. Multi-use
- Appropriate Use Considerations: Directional Trails
- Appropriate Use Considerations: E-bikes

Attachments

Guiding Document Links for the Observatory Mesa Natural Area Trail Plan Review • GOMA Trail Plan Concept Map

Form Review

Inbox
Assistant Parks/Recreation Director
Form Started By: Robert Wallace

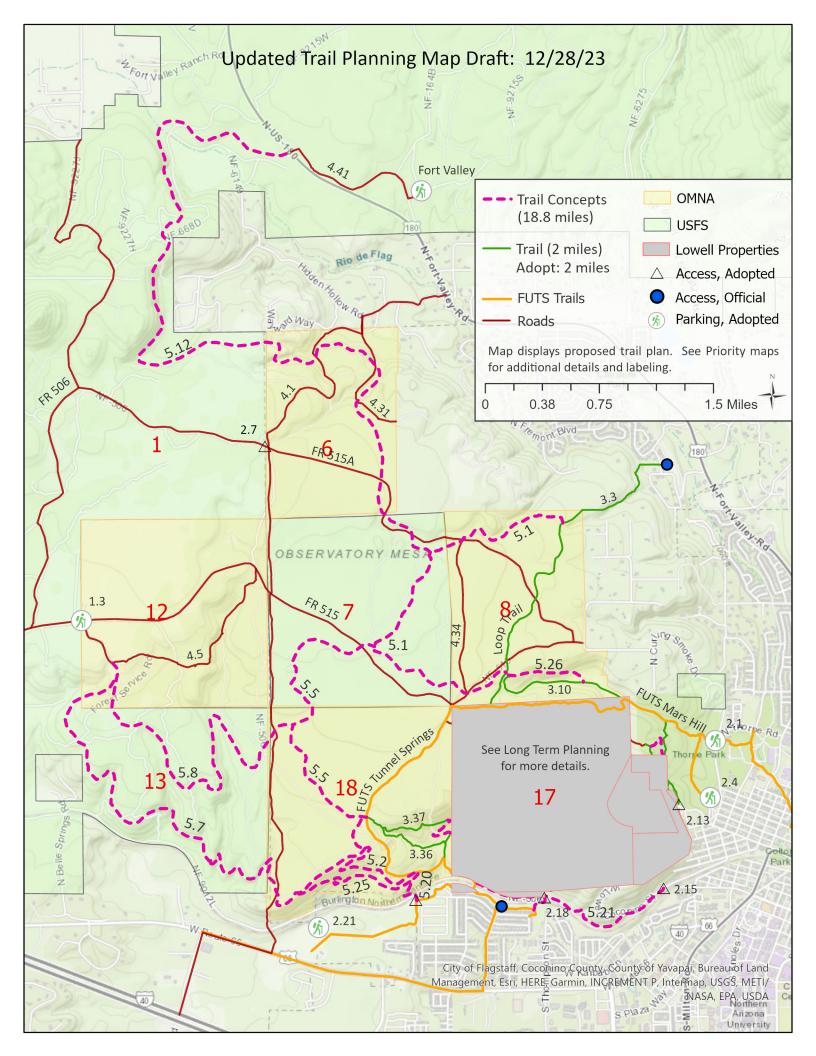
Reviewed By
Amy Hagin

Date 04/18/2024 07:13 AM Started On: 04/16/2024 09:53 PM 6. B.

Final Approval Date: 04/18/2024

Guiding Document Links for the Observatory Mesa Natural Area Trail Plan Review

- 1. Observatory Mesa Natural Area Conservation Easement
 - a. https://www.flagstaff.az.gov/DocumentCenter/View/78233/Executed-Conservation-Easement-Observatory-Mesa
- 2. Petition to Nominate Trust Land As Suitable For Conservation Land
 - a. https://www.flagstaff.az.gov/DocumentCenter/View/78238/Petition-to-Nominate-Trust-Land-As-Suitable-For-Conservation-Land
- 3. 2004 May Publicity Pamphlet
 - a. https://www.flagstaff.az.gov/DocumentCenter/View/78234/2004---May---Publicity-Pamphlet
- 4. Legally Designated Open Space Management Plan
 - a. https://www.flagstaff.az.gov/DocumentCenter/View/78237/06 05 20 LDOSMP FINAL
- 5. Open Space and Greenways Plan
 - a. https://www.flagstaff.az.gov/DocumentCenter/View/78302/Flagstaff-Area-Open-Spaces-and-Greenways-Plan
- 6. Open Spaces Commission Strategic Plan
 - a. https://www.flagstaff.az.gov/DocumentCenter/View/78235/Open-Spaces-Commission-Strategic-Plan-2023
- 7. Open Spaces Commission Strategic Plan Appendices
 - a. https://www.flagstaff.az.gov/DocumentCenter/View/78236/Open-Spaces-Commission-Strategic-Plan-Appendices-2023
- 8. Public Comment Record
 - a. https://www.flagstaff.az.gov/DocumentCenter/View/78424/Public-Comment-Record OM-Trail-Plan





Open Spaces Commission

Co-Submitter: Rebecca Sayers, Parks, Recreation, Open Space, and Events Director

From: Robert Wallace, Open Space Supervisor

DATE: 04/22/2024

SUBJECT: Recommended Code Changes to Incorporate Open Spaces into the BBB

Recreation Tax Allocation.

STAFF RECOMMENDED ACTION:

Staff will review the suggested code changes to be able to spend a portion of BBB Recreation Tax Funds for Open Space, in addition to Parks and Recreation.

Executive Summary:

The hospitality industry tax means the revenues collected from the two percent (2%) local transaction privilege tax imposed on the lodging, restaurant, and lounge businesses. It is referred to as the "Bed, Board, and Booze Tax" or "BBB Tax." Parks and Recreation receive 33% of the funds collected. These suggested code changes will amend the definition of "parks and recreation" to include the ability to spend these funds on open space, and will add the ability of the Open Spaces Commission to review and approve the planned expenditures, along with the Parks and Recreation Commission. City Council will have a work session discussion on this topic on April 23, and if they recommend moving the changes forward, staff will take an ordinance with the code amendments to them for first read on May 15 and a second read on June 5. The tax will be on the November 2024 ballot for voters to consider renewing the tax, which is set to expire in 2028.

Attachments

• 3.27.2024 City Code red-lines for BBB Tax language updates_RS Presentation

Form Started By: Robert Wallace

Form Review

Inbox
Assistant Parks/Recreation Director

Reviewed By Amy Hagin

Final Approval Date: 04/18/2024

Date

6. C.

04/18/2024 07:13 AM Started On: 04/16/2024 10:00 PM

CHAPTER 2-03 PARKS AND RECREATION COMMISSION

SECTIONS:

2-03-001-0001	COMMISSION CREATED; MEMBERS:
2-03-001-0002	TERMS; VACANCIES; COMPENSATION:
2-03-001-0003	ORGANIZATION AND RULES:

2-03-001-0004 POWERS AND DUTIES:

2-03-001-0001 COMMISSION CREATED; MEMBERS:

There is hereby created a Parks and Recreation Commission for the City, consisting of seven (7) members appointed by the City Council. (Ord. No. 2007-11, Amended 02/06/2007; Ord. 2014-28, Amended, 11/18/2014)

2-03-001-0002 TERMS; VACANCIES; COMPENSATION:

Terms of the appointed members shall be for three (3) years.

The Council shall fill vacancies for the unexpired term of any of the members of the Commission and no member of the Commission shall receive compensation for services thereon. (Ord. 1475, 2-3-87)

2-03-001-0003 ORGANIZATION AND RULES:

Upon the taking effect of this Chapter, and when appointed, the members shall meet and organize and elect a Chairman-Chairperson to serve for one year with a new Chairman being elected each succeeding year. The Commission may adopt by-laws, procedures and standards for the operation of the Commission not inconsistent with the provisions of this Chapter. A quorum shall consist of four (4) voting members. The Commission shall meet not less than four (4) times each year.

(Ord. No. 2007-11, Amended 02/06/2007)

2-03-001-0004 POWERS AND DUTIES:

A. The duties of the Commission shall be to advise the Council, through periodic written reports or presentations to the Council, recommending policy direction on City lands, structures and facilities that are set aside or should be set aside or dedicated to recreational purposes, including but not limited to parks, swimming pools, playgrounds, playing and sports fields and golf courses. The scope of the activities of the Commission shall also include but not be limited to advising and recommending policy direction in activities involving

recreational and cultural pursuits of the elderly and the young and to otherwise employ in constructive and wholesome manner leisure time of the citizens.

- B. The City Council may consider the advice and recommendation of the Commission and thereafter give direction through the City Manager to implement the recreational program as they see fit.
- C. The Commission shall review and make recommendation on the annual budget of the Parks Section and Recreation Section prior to the submittal thereof to the City Manager.
- D. With respect to the parks and recreation portion of the Bed, Board and Booze Tax allocated under Chapter 3-06, Hospitality Industry Tax Revenues, the Commission shall make joint recommendations, along with the Open Spaces Commission, to the Council concerning the annual budgetary allocation of the parks and recreation portion of this tax, to include but not be limited to:
 - 1. Developing parks and recreation facilities, <u>open spaces</u>, and programs as needed to benefit the community and its visitors.
 - 2. Funding for the Flagstaff urban trails system development and maintenance.
 - 3. Developing, acquiring and distributing material to promote parks, open spaces, and recreation.
 - 4. Retaining of appropriate staff to implement approved programs.
- E. For purposes of subsection (D) of this section, "parks and recreation" means the development and management of public parks, <u>open spaces</u>, recreational facilities, and programs which are available to the residents and visitors including funding the Flagstaff urban trail system. (Same meaning as set forth in Section 3-06-001-0001.) (Ord. 865, 12-12-72; Ord. 1335, 10-16-84; Ord. 2015-22, Amended, 01/05/2016)

CHAPTER 2-20 OPEN SPACES COMMISSION

SECTIONS:

2-20-001-0002 TERMS OF OFFICE:

<u>2-20-001-0003</u> DUTIES:

2-20-001-0004 OPEN SPACES LONG RANGE MANAGEMENT PLAN COMPONENTS:

2-20-001-0005 MEETINGS; ATTENDANCE:

2-20-001-0001 CREATION OF THE COMMISSION:⊠

There is hereby created an advisory body to be called the "Open Spaces Commission" ("Commission") consisting of the following seven (7) regular members all of whom shall be appointed by the City Council, except for designee from the Planning and Zoning Commission: one (1) member from the Planning and Zoning Commission; and six (6) public at-large members. All Commission members shall be voting members. A Chairperson shall be selected by a majority vote of those members at a meeting called for that purpose. (Ord. No. 2007-08, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-20-001-0002 TERMS OF OFFICE:

Appointments from the Planning and Zoning Commission and the Parks and Recreation Commission to the Open Spaces Commission shall be for no longer than the remaining term of the appointing Commission's designee. Terms of all other appointees shall be for three years-except for the first appointments creating staggered terms as follows: The City Council shall appoint two members for three year (3) terms, two members for two (2) year terms, and two members for one (1) year terms. After the initial appointment all terms thereafter will be three (3) year terms.

2-20-001-0003 DUTIES:

- A. It shall be the Commission's duty to advise the City Council on acquisition, preservation, and alternatives for open space land management.
- B. The duties of the Commission shall also include, but not be limited to: Reviewing and advising the City Council on the development of an Open Spaces Long Range Management Plan and policies to provide broad, long-term direction for planning and decision making for open space lands the lands designated as Urban

Open Space Management Area in the Urban Open Spaces Plan of the Flagstaff Area Regional Land Use and Transportation Plan.

- C. Advising and assisting the Mayor and City Council on ways to educate and involve the community on the value, protection, and stewardship of open space lands.
- D. Advising and assisting the Mayor and City Council on ways to work collaboratively with other governmental entities, organizations, and departments to advance and ensure the implementation of the Open Spaces Long Range Management Plan and the <u>current</u> Flagstaff Area Regional Land Use and Transportation Plan.
- E. Advising and assisting the Mayor and City Council regarding regional open space issues as well as to any regional open spaces coalition that may be formed in the future relative to lands designated as open space in the Greater Flagstaff Area Open Spaces and Greenways Plan.
- F. Obtaining public input and participation in various programs such as environmental education and interpretation on the use, operation, and management of open space and providing information concerning the goals, projects, and operations of the open space programsection.

G. With respect to the parks and recreation portion of the Bed, Board and Booze Tax allocated under Chapter 3-06, Hospitality Industry Tax Revenues, the Commission shall make joint recommendations, along with the Parks and Recreation Commission, to the Council concerning the annual budgetary allocation of the parks and recreation portion of this tax, to include but not be limited to:

- 1. Developing parks and recreation facilities, open spaces, and programs as needed to benefit the community and its visitors.
- Funding for the Flagstaff urban trails system development and maintenance.
- 3. Developing, acquiring and distributing material to promote parks, open spaces, and recreation.
- 4. Retaining of appropriate staff to implement approved programs.

2-20-001-0004 OPEN SPACES LONG RANGE MANAGEMENT PLAN COMPONENTS:

A. The components of the Open Spaces Long Range Management Plan shall include, but not be limited to:

- Program goals, management decision-making processes, and implementation techniques for resource preservation.
- 2. Policies to provide the framework for more issue- or site-specific planning and implementation.
- 3. Criteria for the acquisition of lands that are consistent with open space goals and policies set forth in the Open Spaces Long Range Management Plan.
- 4. Plans for the management of the open spaces to achieve the goals of the Open Spaces Long Range Management Plan using such studies and data as property inventories, the nature and significance of the natural and cultural resources, plant and animal species ecosystems, existing uses and conditions, and interactions and connections between natural areas and between developed and undeveloped areas.
- 5. Developing, identifying, and recommending the use of various methods, such as intergovernmental agreements, rights-of-way for access, and grants, to assure protection of critical open space lands.
- 6. Policies to monitor, maintain, enhance, and restore, where necessary, natural and cultural resources, uses, accesses, trails, and facilities.
- 7. Public participation, education, and interpretive programs.

2-20-001-0005 MEETINGS; ATTENDANCE:

The Commission shall meet on a quarterly basis, at a minimum, at such times, dates and locations as determined by the members, except that the chairperson may call a special meeting with not less than twenty-four (24) hours' notice. All other rules or procedures shall be established by the members so long as the rules are consistent with state law, including the Open Meetings Law, the City Charter and this chapter.

A quorum shall consist of four (4) voting members of the Commission.

A regular Commission member who is absent for three (3) consecutive regular meetings may be removed from the Commission by a vote of the City Council. (Ord. 2003-03, Enacted, 02/04/03; Ord. 2007-08, Amended 02/06/2007; Ord. 2016-30, Amended, 07/05/2016)

Chapter 3-06 HOSPITALITY INDUSTRY TAX REVENUES

SECTIONS:

3-06-001-0001 DEFINITIONS

3-06-001-0002 DISTRIBUTION OF HOSPITALITY INDUSTRY TAX REVENUES

3-06-001-0003 FINANCIAL CONTROL

3-06-001-0004 EXEMPTION

3-06-001-0001 DEFINITIONS⊠

"Arts and sciences" means support for Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation and enhancement of the overall quality of life and community image including support of public art.

"Beautification" means any modification of the urban physical environment to increase pleasure to the senses or pleasurably exalt the mind or spirit or strengthen the urban design framework of the City.

"Economic development" means the encouragement, promotion and assistance of the expansion of economic activity for the purposes of expanding revenue and providing jobs to the community.

"Hospitality industry" means those establishments engaged in business as bar/lounge, restaurant or hotel/motel/campground.

"Hospitality industry tax revenues" means the revenues collected from the two percent (2%) local transaction privilege tax imposed on the lodging, restaurant and lounge businesses by Ordinance No. 1532, as extended through March 31, 2028, by approval of a majority of the qualified electors voting in the City general election held on May 18, 2010. This tax is referred to as the "Bed, Board, and Booze Tax" or "BBB Tax" and is part of the total tax rate imposed pursuant to the City tax code, Sections 3-05-004-0444, Hotels, and 3-05-004-0455, Restaurants and Bars.

"Parks and recreation" means the development and management of public parks, <u>open spaces</u>, recreational facilities, and programs which are available to the residents and visitors including funding the Flagstaff urban trail system.

"Tourism" means the guidance, management, marketing, accommodation, promotion and encouragement of tourists.

"Tourists/visitors" means individuals or groups which visit Flagstaff and surrounding areas for business, recreational, educational, scientific or cultural purposes. (Ord. No. 1902, Amended, 12/19/95; Ord. 2014-15, Amended, 07/15/2014; Ord. 2015-22, Amended, 01/05/2016)

3-06-001-0002 DISTRIBUTION OF HOSPITALITY INDUSTRY TAX REVENUES

There shall be a separate accounting for all hospitality industry tax revenues collected. Said funds shall be distributed and expended consistent with City ordinances, the City Charter and State law. The funds collected shall be allocated as follows:

- A. Thirty percent (30%) for tourism in conformance with Chapter 2-13, Tourism Commission.
- B. Twenty percent (20%) for beautification in conformance with Chapter <u>2-14</u>, Beautification and Public Art Commission.
- C. Nine and one-half percent (9.5%) for economic development in conformance with Section <u>3-06-001-0003(C)</u>.
- D. Thirty-three percent (33%) for parks and recreation, in conformance with Chapter <u>2-03</u>, Parks and Recreation Commission and Chapter <u>2-20</u>, Open Spaces Commission.
- E. Seven and one-half percent (7.5%) for arts and science in conformance with Chapter <u>2-14</u>, Beautification and Public Art Commission. (Ord. No. 1902, Amended, 12/19/95; Ord. 2014-15, Ren&Amd, 07/15/2014. Formerly 3-06-001-0003; Ord. 2015-22, Amended, 01/05/2016)

3-06-001-0003 FINANCIAL CONTROL

- A. Tourism. Those funds designated for tourism shall be administered pursuant to Chapter <u>2-13</u>, Tourism Commission.
- B. Beautification. Those funds designated for beautification and public art shall be administered pursuant to Chapter 2-14, Beautification and Public Art Commission.
- C. Economic Development. Those funds designated for economic development shall be administered as follows:

The City Council shall:

1. Appoint or act as an Economic Development Commission;

- 2. Designate an appropriate public or private economic development agency. Said agency shall be composed of at least two (2) City Council persons and additional members as required;
- 3. This public or private agency shall:
 - a. Develop and transmit to the Council an annual master plan outlining the Commission's or public or private agency's program recommendations for the upcoming year. Said plan shall be presented to the Council prior to April 1st of each year.
 - b. Make recommendations to the Council concerning the annual budgetary allocation of the economic development portion of this tax, to include but not be limited to:
 - (1) Developing, acquiring and distributing advertising material to promote economic development.
 - (2) Providing financial assistance programs to stimulate relocation and retention of industrial prospects to Flagstaff.
 - (3) Retaining of appropriate staff to implement approved programs.
 - (4) Perform those additional duties determined by the Council as set forth by ordinance.
- D. Parks and Recreation. Those funds designated for parks and recreation shall be administered pursuant to Chapter 2-03, Parks and Recreation Commission and Chapter 2-20, Open Spaces Commission.
- E. Arts and Science. Those funds designated for arts and science, including an annual amount allocated by the City Council for the support and development of the City's public art program, shall be administered pursuant to Chapter <u>2-14</u>, Beautification and Public Art Commission. (Ord. No. 1902, Amended, 12/19/95; Ord. 2002-04, Amended, 03/05/2002; Ord. No. 2006-14, Amended, 05/16/2006; Ord. 2014-15, Ren&Amd, 07/15/2014; Ord. 2015-22, Amended, 01/05/2016. Formerly 3-06-001-0004)

3-06-001-0004 EXEMPTION

The hospitality industry tax revenues shall be exempt from the limits imposed on spending by Article IX, Section 20, of the Arizona State Constitution. (Ord. 1532, 11-17-87; Ord. 2014-15, Ren&Amd, 07/15/2014. Formerly 3-06-001-0006)



Recommended/draft clerical code updates, Chapter 2-03 Parks and Recreation Commission

2-03-001-0003 ORGANIZATION AND RULES:

Upon the taking effect of this Chapter, and when appointed, the members shall meet and organize and elect a CHAIRPERSONChairman to serve for one year with a new CHAIRPERSONChairman being elected each succeeding year. The Commission may adopt by-laws, procedures and standards for the operation of the Commission not inconsistent with the provisions of this Chapter. A quorum shall consist of four (4) voting members. The Commission shall meet not less than four (4) times each year.

2-03-001-0004 POWERS AND DUTIES:

A. The duties of the Commission shall be to advise the Council, through periodic written reports OR PRESENTATIONS to the Council, recommending policy direction on City lands, structures and facilities that are set aside or should be set aside or dedicated to recreational purposes, including but not limited to parks, swimming pools, playgrounds, playing and sports fields and golf courses. The scope of the activities of the Commission shall also include but not be limited to advising and recommending policy direction in activities involving recreational and cultural pursuits of the elderly and the young and to otherwise employ in constructive and wholesome manner leisure time of the citizens.

Recommended/draft City Code Language, Chapter 2-03 Parks and Recreation Commission

2-03-001-0004 POWERS AND DUTIES:

- D. With respect to the parks and recreation portion of the Bed, Board and Booze Tax allocated under Chapter <u>3-06</u>, Hospitality Industry Tax Revenues, the Commission shall make <u>JOINT</u> recommendations, <u>ALONG WITH THE OPEN SPACES COMMISSION</u>, to the Council concerning the annual budgetary allocation of the parks and recreation portion of this tax, to include but not be limited to:
 - 1. Developing parks and recreation facilities, <u>OPEN SPACES</u>, and programs as needed to benefit the community and its visitors.
 - 2. Funding for the Flagstaff urban trails system development and maintenance.
 - 3. Developing, acquiring and distributing material to promote parks, OPEN SPACES, and recreation.
 - 4. Retaining of appropriate staff to implement approved programs.
- E. For purposes of subsection (D) of this section, "parks and recreation" means the development and management of public parks, <u>OPEN SPACES</u>, recreational facilities, and programs which are available to the residents and visitors including funding the Flagstaff urban trail system. (Same meaning as set forth in Section <u>3-06-001-0001</u>.) (Ord. 865, 12-12-72; Ord. 1335, 10-16-84; Ord. 2015-22, Amended, 01/05/2016)

Recommended/Draft City Code Language, Chapter 2-20 Open Spaces Commission

2-20-001-0002 TERMS OF OFFICE:

Appointments from the Planning and Zoning Commission and the Parks and Recreation Commission to the Open Spaces Commission shall be for no longer than the remaining term of the appointing Commission's designee. Terms of all other appointees shall be for three years except for the first appointments creating staggered terms as follows: The City Council shall appoint two members for three-year (3) terms, two members for two (2) year terms, and two members for one (1) year terms. After the initial appointment all terms thereafter will be three (3) year terms.

Recommended/Draft City Code Language, Chapter 2-20 Open Spaces Commission

2-20-001-0003 DUTIES:

- A. It shall be the Commission's duty to advise the City Council on acquisition, preservation, and alternatives for open space land management.
- B. The duties of the Commission shall also include, but not be limited to: Reviewing and advising the City Council on the development of an Open Spaces Long Range Management Plan and policies to provide broad, long-term direction for planning and decision-making OPEN SPACE LANDS. for the lands designated as Urban Open Space Management Area in the Urban Open Spaces Plan of the Flagstaff Area Regional Land Use and Transportation Plan.
- C. Advising and assisting the Mayor and City Council on ways to educate and involve the community on the value, protection, and stewardship of open space lands.
- D. Advising and assisting the Mayor and City Council on ways to work collaboratively with other governmental entities, organizations, and departments to advance and ensure the implementation of the Open Spaces Long Range Management Plan and the CURRENT Flagstaff Area Regional Land Use and Transportation Plan.
- E. Advising and assisting the Mayor and City Council regarding regional open space issues as well as to any regional open spaces coalition that may be formed in the future relative to lands designated as open space in the Greater Flagstaff Area Open Spaces and Greenways Plan.
- F. Obtaining public input and participation in various programs such as environmental education and interpretation on the use, operation, and management of open space and providing information concerning the goals, projects, and operations of the open space SECTION program.

Recommended/Draft City Code Language, Chapter 2-20 Open Spaces Commission

G. WITH RESPECT TO THE PARKS AND RECREATION PORTION OF THE BED, BOARD, AND BOOZE TAX ALLOCATED UNDER CHAPTER 3-06, HOSPITALITY INDUSTRY TAX REVENUES, THE COMMISSION SHALL MAKE JOINT RECOMMENDATIONS, ALONG WITH THE PARKS AND RECREATION COMMISSION, TO THE COUNCIL CONCERNING THE ANNUAL BUDGETARY ALLOCATION OF THE PARKS AND RECREATION PORTION OF THIS TAX, TO INCLUDE BUT NOT BE LIMITED TO:

- 1. <u>DEVELOPING PARKS AND RECREATION FACILITIES, OPEN SPACES, AND PROGRAMS AS NEEDED TO BENEFIT THE COMMUNITY AND ITS VISITORS.</u>
- 2. FUNDING FOR THE FLAGSTAFF URBAN TRAILS SYSTEM DEVELOPMENT AND MAINTENANCE.
- 3. <u>DEVELOPING, ACQUIRING, AND DISTRIBUTING MATERIAL TO PROMOTE PARKS, OPEN SPACES, AND RECREATION.</u>
- 4. RETAINING OF APPROPRIATE STAFF TO IMPLEMENT APPROVED PROGRAMS.

Recommended/draft City Code language, Chapter 3-06 Hospitality Industry Tax Revenues

3-06-001-0001 DEFINITIONS

"Parks and recreation" means the development and management of public parks, OPEN SPACES, recreational facilities, and programs which are available to the residents and visitors including funding the Flagstaff urban trail system

3-06-001-0002 DISTRIBUTION OF HOSPITALITY INDUSTRY TAX REVENUES

D. Thirty-three percent (33%) for parks and recreation, in conformance with Chapter 2-03, Parks and Recreation Commission AND CHAPTER 2-20, OPEN SPACES COMMISSION.

3-06-001-0003 FINANCIAL CONTROL

D. Parks and Recreation. Those funds designated for parks and recreation shall be administered pursuant to Chapter 2-03, Parks and Recreation Commission <u>AND</u> <u>CHAPTER 2-20, OPEN SPACES COMMISSION</u>.



From:

Open Spaces Commission

Cathy Guetschow, Administrative Specialist

DATE: 04/22/2024

SUBJECT: Open Space Management Report, Robert Wallace and Sylvia Struss

STAFF RECOMMENDED ACTION:

Executive Summary:

Attachments

PROSE Monthly Report for March 2024

Form Review

Form Started By: Cathy Guetschow

Started On: 04/11/2024 11:25 AM

7. C.

Final Approval Date: 04/11/2024

PROSE



PARKS, RECREATION, OPEN SPACE, AND EVENTS

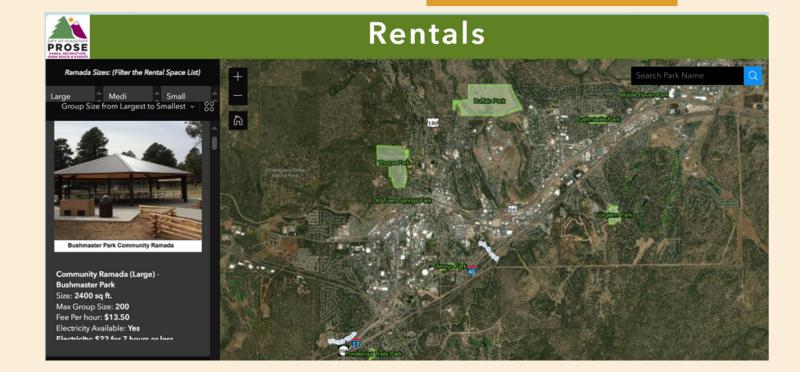
March 2024

It's ramada season! Our Events and Marketing team worked along side IT to implement an online reservation system including mapping through ArcGIS.

The switch to online reservations is years in the making and is finally able to be successful due to software updates.



Above: rentable ramada Below: ArcGIS ramada man





Above: Trail Count graph

The Parks Section has been working on annual ballfield maintenance in preparation for April 1st, when fields are officially open to allocated user groups. Parks staff are committed to ensuring all fields are safe and playable. The ABI field groomer has been working overtime the past few weeks as all fields are groomed and leveled. And who knows who we have trained on the equipment....

Right: Staff participate in ABI field groomer training



McMillan Mesa Park

The Parks Section has been busy wrapping up construction projects as the transition into spring duties is right around the corner. Staff recently completed the McMillan Mesa Park basketball backstop project. This is a great improvement to the park while creating a safety buffer which prohibits wayward shots from being chased into the adjoining street. Kudos to the parks staff for completing this amazing improvement project.



Above: Parks staff stand in front of the new backstop at McMillan Mesa Park Piatigorsky Foundation Concert was held on March 15th. Though the weather was snowy, the recreation center still had approximately 20 people in attendance which the performers, Katsuya Yuasa (Clarinet) and Mary Au (Piano) were happy with as they were able to engage personally with the audience.





Above: Piatigorsky Foundation Concert at Joe C. Montoya Community and Senior Center

Hal Jensen Recreation Center kept the youth busy over spring break. Several youth attended a field trip to McMillan Mesa natural area for a hike and went bowling. Other activities included a variety of sports, wind chime making, tie-dye, and even a cooking class!





Above: Hal Jensen Spring Break participant Left: Rockwall climbers

The Aquaplex extended the rockwall and pool hours throughout the week of spring break. There was an increase in attendance and revenue during spring break week with 2,800 pass visits and more than \$7,000 in revenue.

As part of our Recreational Trails Program grant from Arizona State Parks, Open Space staff is reaching out to Navajo, Hopi, Yavapai-Apache, White Mountain Apache and Zuni Tribes to enlist their participation in developing an interpretive sign for the Pit House Overlook at Picture Canyon Natural and Cultural Preserve. Staff made a presentation to the City of Flagstaff's Indigenous Commission on this topic, and several participants joined this effort.

Right: Pit House Overlook at Picture Canyon Natural and Cultural Preserve







Open Space has been hosting an afterschool program at Killip Elementary School. EARTH Club is an opportunity for the students of Killip to gain a fuller appreciation for the world at large, whether creating new tools from recycled materials, looking up close at ordinary objects, or marveling at nature's creations. Recently community guests have included the NAU Entomology Club and the NAU Fire Ecology Learning Lab.

Left: Students participate in



Victory for our marketing team! Our social media following continues to increase with 65 new Facebook followers and 40 new Instagram followers for the month of March.

Graph above shows new follows per day for PROSE social media.





The Call for Musicians proved to be successful. With over 50 applicants our selection process for Concerts in the Park will be competitive. Stay tuned for a lineup of musicians!