



City of Flagstaff

May 22, 2025

Sent Via Email

Lindsay Schube
Gammage & Burnham
404 North Central Ave
20th Floor
Phoenix, AZ 85004
lschube@gblaw.com

RE: Engineering Modification for JWP 126 Phase 1 (STL405 Pine Canyon Expansion).

Dear Lindsay,

Staff is in receipt of your letter dated April 24, 2025 requesting four engineering standards modification requests for the Pine Canyon Expansion project in accordance with Section 13-06-002-0001.1.1, Modifications of the City Code.

After considerable discussion with applicable City staff, the following responses address the Engineering aspects of each request as defined under Title 13 of City Code. The scope of the City Engineer's authority to evaluate and approve modifications under 13-06-002 is limited to Title 13. It should be noted that the Subdivision Design Standards and Requirements under 11-20.70 require that public and private streets associated with each subdivision plat must be designed in conformance with the Engineering Standards except where expressly modified by the City Council. This response to the modification requests are intended as an Engineering recommendation to City Council for their consideration and potential modification

Modification #1: Typical Urban Cul-de-Sac - Modified Back of Curb Radii (Detail No. 10-04-010)

The modification request to reduce the back of curb radii and add circular landscape island in the cul-de-sac as outlined in the attached Modifications Requests Letter is recommended for **approval** with the additional requirements:

1. Cul-de-sac shall be signed for no parking
2. Cul-de-sac curb shall be painted red indicating a fire lane and no parking
3. A concrete pad of sufficient length and width for 2 solid waste carts shall be provided behind the back of the cul-de-sac curb for each parcel prior to a certificate of occupancy

Modification #2: Residential Local "Wide" Street Section - Modify to Eliminate Sidewalks (Detail No. 10-09-037).

The modification request to eliminate sidewalks from the Residential Local Wide Street Section as outlined in the attached Modifications Requests Letter is recommended for **approval** with the additional requirements:

1. Street segment shall be signed for no parking

2. Curb along the affected street segment shall be painted red indicating a fire lane and no parking.

Modification #3: Residential Local Street Section - Modify to Eliminate Sidewalks (Detail No. 13-10-09-038).

The modification request to eliminate sidewalks from the Residential Local Street Section as outlined in the attached Modifications Requests Letter is recommended for **approval** with the additional requirements:

1. The final plat shall specify the type of roll curb & gutter (Type C or Type D) to be utilized as part of the local roadway cross section detail

Modification #4: Entry Road - Modification to Street Section (Detail No. 10-09-038).

The modification request to modify the private entry road section as outlined in the attached Modifications Requests Letter is recommended for **approval** with the additional requirements:

1. Entry and exit lanes shall be signed for no parking
2. Entry and exit lanes shall be painted red indicating a fire lane and no parking


Modification #5: Entry Road - Modification to Street Section (Detail No. 10-09-038) for Vehicular Gates.

The modification request to modify the private entry road section as outlined in the attached Modifications Requests Letter to provide vehicular gates is recommended for **denial** based on the following:

1. Per City Code Section 11-20.70.030 Subdivision Requirements and Street Design, local streets shall be designed to promote connectivity by creating a comprehensive grid-like network of vehicular and pedestrian connections to provide diversity of route choices between the proposed subdivision and existing streets and pedestrian routes, unless topographic conditions preclude such connectivity.
2. Vehicular traffic back up into the John Wesley Powel Blvd. roundabout has not been addressed. The current Pine Canyon entrance off John Wesley Powel Blvd. is gated with a gatehouse. Prior to 7:00am traffic at this gated access point used by contractors often backs up 700'+ onto John Wesley Blvd. and vehicles have been observed crossing the median at Rockpoint Ln. and driving in the opposing travel lane to get around the traffic backup.
3. The existing Pine Canyon Subdivision Development Agreement (DA) was amended to allow for gated access with specific requirements for public access to be maintained (see attached Development Agreement Amendment). If gated access is desired for the Pine Canyon Expansion, it is recommended that the property owner request an amendment to the existing Development Agreement or request a new Development Agreement to allow gated access as well as addressing the items identified above.

If you have any questions, please feel free to reach out to me at 480-650-4499 or via email at paul.mood@flagstaffaz.gov.

Sincerely,

 Paul Mood
2025.05.22
10:50:58 -07'00'

Paul Mood, P.E.
City Engineer

Enclosed: Pine Canyon DA Amendment
April 24, 2025 Modifications Request Letter

cc: Michelle McNulty, Interim Community Development Director
Alax Pucciarelli, Current Planning Manager
Ben Mejia, Senior Planner
David Millis, Development Engineer

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of this 14 day of October, 2014 by and between: (i) the CITY OF FLAGSTAFF, an Arizona municipal corporation ("City"); and (ii) TLC PC INFRASTRUCTURE, L.L.C., an Arizona limited liability company ("TLC Infrastructure"), and TLC PC DEVELOPERS, LLC, an Arizona limited liability company ("TLC Developers"). TLC Infrastructure and TLC Developers are referred to collectively in this Agreement as "TLC," and the City and TLC are referred to collectively in this Agreement as the "Parties."

RECITALS

A. On June 5, 2000, the City Council of the City ("Council") adopted Ordinance No. 2000-11 ("Ordinance"), rezoning that certain real property then known as "Fairway Peaks," and now known as "Pine Canyon" ("Pine Canyon"), subject to the conditions set forth in the Ordinance. General Condition 8 of the Ordinance ("GC 8") provided that "all private roads within the Development remain open to the public and never be gated." The Ordinance was recorded on July 17, 2000, as Instrument No. 3056859 in the Official Records of Coconino County, Arizona ("County").

B. The City, Vanderbilt Farms, L.L.C., an Arizona limited liability company ("Original Developer"), and San Francisco Peaks Associates, LP, an Arizona limited partnership ("Original Owner"), then entered into the Development Agreement for Fairway Peaks dated September 5, 2000, and recorded on September 8, 2000, as Instrument No. 3063582 in the Official Records of the County, as amended by the Amendment to Development Agreement dated January 30, 2007; and recorded on January 31, 2007 as Instrument No. 3423547 in the Official Records of Coconino County (collectively, "Development Agreement").

C. On November 18, 2002, Lone Tree Investment Holdings, LLC, an Arizona limited liability company ("Original Beneficiary") established Trust No. B178 under the governing Trust Agreement dated as of November 18, 2002, as amended, administered by Fidelity National Title Insurance Company, as Trustee ("Trust").

D. Section 9(m) of the Development Agreement provided, among other things, for the collection and disbursement of Original Developer's "fair share contribution" to the construction of the Lone Tree and I-40 Interchange or, in the alternative, to the completion of a revised traffic impact analysis and mitigation of all measurable impacts, if any, created by the Pine Canyon development. Section 9(k) of the Development Agreement provided, among other things, for the collection and disbursement of Original Developer's regional park contributions. The Trust, among other things, provided for the collection and disbursement of Original Developer's obligations under Sections 9(k) and 9(m) of the Development Agreement.

E. The Development Agreement expired by its terms on or about September 8, 2010.

F. TLC Infrastructure is the successor in interest to Original Developer and Original Owner with respect to all existing and future roadways and associated access, utility and drainage easements and tracts located within Pine Canyon. TLC Developers is the successor to Original Beneficiary as "Beneficiary" under the Trust.

G. TLC and the City have entered into this Agreement in order to: (i) establish a mechanism that replaces Section 9(m) of the Development Agreement in order to provide for the collection and disbursement of Pine Canyon's "fair share contribution" to current or future transportation infrastructure improvements associated with Pine Canyon's impact on the regional transportation system; (ii) amend GC 8 in order to allow for the placement and operation of access control gates, with an associated keypad security; and (iii) evidence certain other related agreements between TLC and the City.

IN CONSIDERATION OF the mutual representations, warranties, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The Recitals are true and correct and are incorporated in this Agreement.

2. **Amendment to Ordinance No. 2000-11.** City Staff agrees to support TLC's application to amend GC 8 ("GC 8 Amendment") for the limited purpose of permitting TLC Infrastructure to install, operate and maintain access control gates, with associated keypad security, at all points of public vehicular entry into Pine Canyon (collectively, "Access Gates"); provided, however the designated main site Access Gate will only be closed to public vehicular entry between the hours of 8:00 p.m. and 6:00 a.m. from May 1st to September 30th, and between the hours of 6:00 p.m. and 6:00 a.m. from October 1st to April 30th. All Access Gates shall be equipped with a means of opening the gate by fire and police department personnel for emergency access. The Flagstaff Fire Department shall approve emergency opening devices. TLC Infrastructure acknowledges the City desires to solicit public input regarding the Access Gates and will process the GC 8 Amendment as if it constituted a rezoning of the property upon which the Access Gates will be located and that the City will require, among other things, advertisement and notification of affected property owners otherwise consistent with the rezoning requirements set forth in the City's 2011 Zoning Code ("2011 Zoning Code"). TLC Infrastructure further acknowledges the GC 8 Amendment will be subject to Council approval. The GC 8 Amendment will require that: (i) the Access Gates be located outside of the public rights-of-way and at the minimum setback distance required by the applicable zoning designation; (ii) TLC Infrastructure shall be responsible for the installation and maintenance of the Access Gates; and (iii) the Access Gates will not impair pedestrian passage. TLC Infrastructure will work with affected landowners to determine appropriate locations for the Access Gates. In connection with submitting the GC 8 Amendment for Council approval, TLC Infrastructure will pay all applicable fees

and otherwise comply with the City's municipal requirements; provided, however: (y) neither TLC Infrastructure nor any affiliate of TLC Infrastructure will be required to obtain any resource reports or impact studies as result of the GC 8 Amendment; and (z) other than the limited amendment to GC 8 permitting the installation, operation and maintenance of the Access Gates, no aspect of Pine Canyon's current zoning or entitlement will be impacted, amended or modified.

3. **Signage.** The City shall erect and maintain a directional sign within the City's right-of-way at the intersection of Lake Mary Road and John Wesley Powell Boulevard ("**Directional Sign**"). The Directional Sign shall indicate to the travelling public the entrance to Pine Canyon and shall conform to the standards for location, size, shape, material, color and design set forth in the Manual on Uniform Traffic Control Devices for Streets and Highways. The City agrees that it shall be its sole responsibility to obtain all required governmental approvals, if any, in connection with the erection of the Directional Sign.

4. **Transportation Infrastructure Improvement Funds.**

a. ***Existing Escrow Funds.*** Within five (5) business days following the Effective Date, TLC Developers will cause all funds currently held in the Escrow Account pursuant to Section 9(m) of the Development Agreement, together with any accrued interest (collectively, "**Existing Transportation Funds**"), to be transferred from the Escrow Account to the City for the funding of current or future transportation infrastructure improvements associated with Pine Canyon's impact on the regional transportation system. For purposes of this Agreement, "**Escrow Account**" shall have the same meaning and definition as set forth in Section 9(k) of the Development Agreement.

b. ***Future Payment Obligation.*** TLC further agrees, for a period of ten years from the Effective Date of this Agreement, to pay the City the sum of \$1,855.55 for each Lot in Pine Canyon owned by TLC as of the Effective Date (as defined below), with each payment being made on a Lot-by-Lot basis, as a condition precedent to the issuance of a final certificate of occupancy (collectively, "**Future Transportation Funds**"). The Future Transportation Funds shall constitute a lien in the amount of \$1,855.55 against each respective Lot until paid. These funds will be used solely for the funding of current or future transportation infrastructure improvements associated with Pine Canyon's impact on the regional transportation system. For purposes of this Agreement, "Pine Canyon" shall have the same meaning as "Project" in the Development Agreement, and "Lot" shall have the same meaning as in the Development Agreement.

c. ***Obligations Fully Satisfied.*** The City acknowledges and agrees that TLC (and its affiliates) are released from and are no longer obligated to perform or fulfill those duties and acts set forth in the Development Agreement (including, without limitation, Sections 9(k) and 9(m) of the Development Agreement). The City further acknowledges and agrees that payment of the Existing Transportation Funds and the Future Transportation Funds satisfies, in full, any obligation relating to current or future transportation infrastructure improvements arising from Pine Canyon's impact on the

regional transportation system. Upon payment of the Existing Transportation Funds to the City, the City waives and relinquishes any claim to, or rights in or under, either the Escrow Account or the Trust.

5. **Regional Park Funds.** All funds currently held in the Escrow Account pursuant to Section 9(k) of the Development Agreement, together with any accrued interest, shall be transferred from the Escrow Account to TLC Developers.

6. **Effective Date.** TLC will execute and deliver this Agreement to the City for the purpose of obtaining Council approval. This Agreement, however, will only become effective, and TLC will only be bound, upon Council's final approval of the GC 8 Amendment and City's execution of this Agreement ("Effective Date"). If final Council approval does not occur on or before September 1, 2014, TLC's execution and delivery of this Agreement will be null and void.

7. **Notices.** Any notice, demand, request, consent, approval or communication under this Agreement shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed given (a) upon personal delivery or (b) forty-eight (48) hours from deposit of such notice in the United States mail, postage prepaid.

To City:

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

To TLC:

AVG Service Corporation
8777 N. Gainey Center Dr. #191
Scottsdale, Arizona 85258

and

~~Russ Schaeffer~~ **AIDAN BARRY**
~~Chief Operating Officer~~ **PRESIDENT OF DEVELOPMENT**
The TLC Companies
2555 E. Camelback Rd. #770
Phoenix, Arizona 85016

8. **Representation and Warranties by the City.**

a. The City has the full right, power, and authorization from its City Council to enter into and perform this Agreement and each of the City's obligations, representations, covenants and undertakings under this Agreement. The City's execution,

delivery and performance of this Agreement has been duly authorized and agreed to in compliance with the requirements of the Flagstaff City Charter, the Flagstaff City Code and all applicable State and Federal law.

b. All consents and approval necessary to the execution, delivery and performance of this Agreement have been obtained, and the City will execute all documents and take all actions necessary to implement, evidence and enforce this Agreement.

c. The City knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the City or its officials with respect to this Agreement.

9. **Representations and Warranties by TLC.**

a. TLC has the full right, power and authorization to enter into and perform this Agreement, and TLC's execution, delivery and performance of this Agreement has been duly authorized and agreed to in accordance with its organization documents, and upon this Agreement's Effective Date, it shall be binding and enforceable against TLC.

b. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and TLC will execute all documents and take all actions necessary to implement, evidence and enforce this Agreement.

c. TLC knows of no litigation, proceedings, investigation or threat of any of the same contesting the powers of TLC or its officials with respect to this Agreement.

d. The execution, delivery and performance of this Agreement by TLC is not prohibited by, and does not conflict with, any other agreements, laws, instruments or judgments to which TLC is a party or is otherwise subject.

e. TLC has been assisted by counsel of its own choosing, and has had the opportunity to discuss this Agreement and its consequences with its chosen legal counsel.

10. **General Provisions.**

a. This Agreement shall not be altered, modified or amended except by written agreement signed by the Parties.

b. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Arizona.

c. The City and TLC have had an opportunity to participate in the drafting of this Agreement, and no term or provision of this Agreement shall be construed against either party by virtue of its drafting the Agreement.

d. This Agreement is subject to, and may be terminated by, the City in accordance with the provisions of A.R.S. § 38-511, Arizona's conflict of interest statute.

e. This Agreement constitutes the entire agreement between the Parties. The City and TLC each acknowledge that they have not executed this Agreement in reliance on any promise, representation or warranty not contained herein.

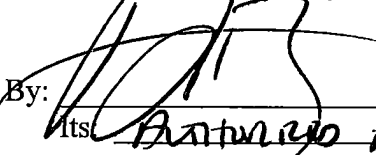
f. Should any litigation be commenced between the Parties concerning the terms of this Agreement, or the rights and duties of TLC or the City under this Agreement, the prevailing party or parties in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to payment of all of its costs, expenses (including, but not limited to, expert fees), and reasonable attorneys' fees incurred in connection with the dispute.

11. **Future Cooperation.** Each Party to this Agreement will reasonably cooperate and in good faith and diligently perform any further acts, deeds and things and execute and deliver any documents that may from time to time be reasonably necessary or otherwise reasonably required to consummate, evidence, confirm and/or carry out the intent and provisions of this Agreement, all without undue delay or expense and without further consideration.

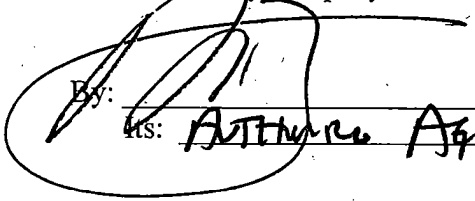
12. **Effective Date.** This Agreement shall be deemed to be effective and fully enforceable as of the date of its approval by the Flagstaff City Council (the "Effective Date").

EXECUTED as of the Effective Date, by:


TLC PC INFRASTRUCTURE, L.L.C
an Arizona limited liability company

By: 
Its: Arturo Aguirre

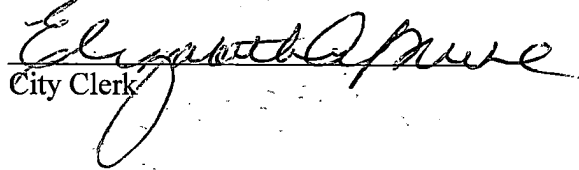
TLC PC DEVELOPERS, LLC, an Arizona
limited liability company

By: 
Its: Arturo Aguirre

CITY OF FLAGSTAFF, an
Arizona municipal corporation


Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:

Michelle D'Andrea
City Attorney

GAMMAGE & BURNHAM, PLC

ATTORNEYS AT LAW

40 NORTH CENTRAL AVENUE

20TH FLOOR

PHOENIX, ARIZONA 85004

TELEPHONE (602) 256-0566
FACSIMILE (602) 256-4475

WRITER'S DIRECT LINE
(602) 256-4471

April 24, 2025

Dana Cole
City of Flagstaff
Engineering Senior Project Manager
211 West Aspen Avenue
Flagstaff, Arizona 86004

Re: Engineering Modification for JWP 126 Phase 1 (STL 405 Pine Canyon Expansion).

Dear Dana:

Introduction.

We represent STL 405 d/b/a Symmetry Companies (“Symmetry”). Symmetry is proposing to develop JWP 126 Phase I (previously submitted as “STL 405 Pine Canyon Expansion”), a planned residential community on the approximate 126 acres generally located to the northeast of Pine Canyon, along the JW Powell Boulevard alignment with a new single family residential community (Coconino County Assessor Parcel No. 106-10-004) (“Property”). The Property is zoned Rural Residential, Resource Protection Overlay Zone (RR-RPOZ). The development is planned to consist of a maximum 126 dwelling units and resident amenity (“Project”). Primary vehicular access to/from the Project is planned along the JW Powell Boulevard, with secondary access via an approved connection through the Coconino Ridge subdivision located to the immediate west. Internal vehicular access is planned as a private roadway network.

Request & Justification.

This Engineering Modification application (“Application”) requests certain Engineering Modifications. Below are the requested modifications and justification, in accordance with Section 13-06-002-0001.1.1 Modifications of the City Cide.

1. Typical Urban Cul-de-Sac—Modified Back-of-Curb Radii (Detail No. 10-04-010).

This Application requests to modify the radii for the Typical Urban Cul-de-Sac detail. The City’s standard detail contemplates radii of 63.5 FT for right-of-way, 56.5 FT to back-of-curb, and 48 FT to beginning of on-street parking, with raised curb. Symmetry is seeking to modify the City’s Cul-de-Sac detail to accommodate radii of 63.5 FT for tract (similar to the City’s requirement), 51.5 FT to back-of-curb, and 30 FT to edge of pavement to accommodate a curbed median landscape island at the center of the cul-de-sac, with 4-inch rolled curb pursuant to MAG standard detail 220-1 Type C. See Tab A—

Modified Back of Curb Radii. This requested modification affects four cul-de-sacs, as shown on the enclosed exhibit.

1. The applicable standard specification and/or detail for which the modification applies.

Response: *This modification request applies to Detail No. 10-04-010.*

2. The requested modification to the standard.

Response: *This modification requests a revision to the outside back-of-curb radius from 56.5 FT to 51.5 FT back-of-curb, along with a curbed median landscape island in the center of the cul-de-sac. Approval of this modification does not result in resident, emergency service, refuse, etc..*

3. A narrative as to why the standard cannot be met. Cost alone is not a justification for modifying standards. Where cost is a consideration, the narrative shall include a sealed engineer's estimate of probable cost (EOPC) for both the design which meets standard and the cost of the design utilizing the proposed modification.

Response: *The proposed modification maintains a 63.5 FT tract radius for the private cul-de-sac. The proposed outside 51.5 FT back-of-curb radius allows for similar turning radius to a rural cul-de-sac Detail No 10-04-11, which allows for a 50 FT paved radius. Additionally, the proposed 30 FT edge of pavement radius allows same turning radius as a rural cul-de-sac Detail 10-04-011, which is also for a 30 FT paved radius. A 4" roll curb is proposed which can be mounted by emergency service vehicles, if necessary. This modification pertains to private streets with JWP 126 Phase I only.*

4. Identify other options/alternatives and their impacts to the project.

Response: *Larger outside radii per Detail 10-04-010 introduce additional impervious area, requiring additional LID drainage considerations. This request constitutes the minimum relief necessary, and importantly furthers the City's Council goals in achieving carbon neutrality and minimizing unnecessary asphalt.*

5. Documentation as necessary to demonstrate that the modification:
 - a. Meets the general intent of the standard;
 - b. Will result in an equivalent level of service for health, safety, and welfare to the general public;
 - c. Will result in improvements that are adequate and meet the City's needs.

Response: *The proposed curb radius conforms with Detail No. 10-04-011 and meets the general intent of the standard. Given the existing zoning, projected (maximum) number of dwelling units, on-site circulation network, and the overall intensity of the Project, the proposed design meets the general intent of the standard, along with still allowing for more than sufficient and efficient emergency service, refuse, etc. access. Transportation is influenced by and should be planned in consideration of land use, along with whether an area is urban, suburban, or rural—because streetscape contributes to the character of JWP 126 Phase I. In order to promote the desired character and streetscape within the Project, Symmetry intends on utilizing a modified street section—which is more consistent with the anticipated development pattern within STL 405. Finally, landscaping in the cul-de-sac island will be designed as a community design future and be HOA maintained.*

2. Residential Local “Wide” Street Section—Modify to Eliminate Sidewalks (Detail No. 10-09-037).

This Application requests to modify the Residential Local “Wide” Street Section to eliminate sidewalks along a short segment of the planned Telluride Drive segment connecting JWP 126 Phase I with Pinyon Jay Road. The City’s standard detail contemplates 10.5 FT travel lanes, 6 FT parking lanes, vertical curb, gutter, 5 FT parkway, and 5 FT sidewalk. This Application modifies this short roadway segment to provide 10.5 FT travel lanes, 6 FT parking lanes, vertical curb and gutter per MAG standard detail 220-1, and 10 FT landscaped parkways. Additionally, these proposed roadways will be private. See Tab B—Residential Local “Wide” Street Section.

1. The applicable standard specification and/or detail for which the modification applies.

Response: *This modification request applies to Detail No. 10-09-037.*

2. The requested modification to the standard.

Response: *This modification requests to eliminate sidewalks from the Residential Local “Wide” Street Section for a small segment of street within JWP 126 Phase I.*

3. A narrative as to why the standard cannot be met. Cost alone is not a justification for modifying standards. Where cost is a consideration, the narrative shall include a sealed engineer’s estimate of probable cost (EOPC) for both the design which meets standard and the cost of the design utilizing the proposed modification.

Response: *This modification requests to eliminate sidewalks, which results in the reduction of a significant amount of concrete in favor of landscaping and other more pervious conditions. Given the RR-RPO zoning—the City’s least intense zoning district, the projected number of dwelling units, on-site circulation network, low traffic speed, and the overall intensity of the Project, eliminating the sidewalks does not measurably impact pedestrian safety in a low traffic, low density Project.*

4. Identify other options/alternatives and their impacts to the project.

Response: *This modification is specific to a very small segment of the planned Telluride Drive alignment connecting JWP 126 Phase I with Pinyon Jay Road. The City’s standard detail contemplates 10.5 FT travel lanes, 6 FT parking lanes, vertical curb, gutter, 5 FT parkway, and 5 FT sidewalk. This Application modifies this short roadway segment to provide 10.5 FT travel lanes, 6 FT parking lanes, vertical curb and gutter per MAG standard detail 220-1, and 10 FT parkways. Additionally, these proposed roadways will be private. Importantly, the adjoining subdivision to the southwest—Coconino Ridge—has been designed, approved, and built similarly to this requested modification.*

This request is not cost driven, rather it is a requested modification to be consistent with existing development previously approved by the City and to maintain design continuity between JWP 126 Phase I and Coconino Ridge—improving and enhancing the vehicular and pedestrian environment and sustainability.

5. Documentation as necessary to demonstrate that the modification:
 - a. Meets the general intent of the standard;
 - b. Will result in an equivalent level of service for health, safety, and welfare to the general public;
 - c. Will result in improvements that are adequate and meet the City’s needs.

Response: *The roadway dimension and parking comply with Detail No. 10-09-037. Approval of this modification meets the intent of the standard & results in an equivalent level of services for health, safety, and welfare. Again, given the existing zoning, projected (maximum) number of dwelling units, on-site circulation network, and the overall intensity of the Project, the proposed design meets the general intent of the standard, along with still allowing for more than sufficient and efficient emergency service, refuse, etc. access. Transportation is influenced by and should be planned in consideration of land use, along with whether an area is urban, suburban, or rural—because streetscape contributes to the character of JWP 126 Phase I. Additional landscaping will be provided in-lieu of sidewalks that will be HOA maintained and will be aesthetically pleasing. In order to promote the desired character and streetscape within the Project, Symmetry seeks approval of this modification.*

Historically, the City has acknowledged development site layout and design consideration. Street width for private internal streets will be determined based on function and anticipated traffic volumes, but in all cases should be reduced to the greatest extent possible. Approval of this modification furthers the City’s goal.

3. Residential Local Street Section—Modify to Eliminate Sidewalks (Detail No. 13-10-09-038).

This Application requests to modify the Residential Local Street Section to eliminate sidewalks along the Residential Local Streets within JWP 126 Phase I. The City’s standard detail contemplates a 17 FT travel lane, 6 FT parking, vertical curb and gutter, a 5 FT parkway, and a 5 FT sidewalk. This Application modifies the Residential Local Street Section to provide a 17 FT travel lane, 6 FT parking lanes, rolled curb and gutter per MAG standard detail 220-1, and 12 FT parkways. Additionally, these proposed roadways will be private. See Tab C—Residential Local Street Section.

1. The applicable standard specification and/or detail for which the modification applies.

Response: *This modification request applies to Detail No. 10-09-038.*

2. The requested modification to the standard.

Response: *This modification requests to eliminate sidewalks from the Residential Local Street Section for streets within JWP 126 Phase I.*

3. A narrative as to why the standard cannot be met. Cost alone is not a justification for modifying standards. Where cost is a consideration, the narrative shall include a sealed engineer’s estimate of probable cost (EOPC) for both the design which meets standard and the cost of the design utilizing the proposed modification.

Response: *This modification requests to eliminate sidewalks, which results in the reduction of a significant amount of concrete in favor of landscaping and other more pervious conditions. Given the RR-RPO zoning—the City’s least intense zoning district, the projected number of dwelling units, on-site circulation network, low traffic speed, and the overall intensity of the Project, eliminating the sidewalks does not measurably impact pedestrian safety in a low traffic, low density Project.*

4. Identify other options/alternatives and their impacts to the project.

Response: *Transportation and roadway design is influenced by and should be planned in consideration of land use, along with whether an area is urban, suburban, or rural—because streetscape contributes to the character of the community. In order to promote the desired character and streetscape within the Project, Symmetry intends on utilizing a modified Rural Local Street Section—which is consistent the planned character of the community. In this particular setting, given the rural character and limited intensity of the Project, pedestrian and vehicular traffic can safely co-exist (even with sidewalks, many pedestrians opt to walk or bike in the street). There are also climate change and environmental impacts—less impervious surface material means a more-efficient eco-friendly environment.*

5. Documentation as necessary to demonstrate that the modification:

- a. Meets the general intent of the standard;
- b. Will result in an equivalent level of service for health, safety, and welfare to the general public;
- c. Will result in improvements that are adequate and meet the City’s needs.

Response: *The roadway tract width and roadway dimensions match Detail No. 10-09-038. Approval of this modification meets the intent of the standard & results in an equivalent level of services for health, safety, and welfare. Again, given the existing zoning, the projected number of dwelling units, on-site circulation network, low traffic speed, and the overall intensity of the Project, eliminating the sidewalks has no impact on the City’s needs. Emergency services, refuse, etc. will still have sufficient access. In addition, landscaping will be provided in-lieu of sidewalks that will be HOA maintained and will be aesthetically pleasing to the community.*

4. Entry Road—Modification to Street Section (Detail No. 10-09-038).

This Application requests to utilize an Entry Road Section extending a short distance to/from JW Powell Boulevard, consisting of a boulevard-type entry with two (2) 20 FT driveways separated by a raised median tract. The entry drive will include vertical curb and gutter per MAG standard detail 220-1. See Tab D—Prive Entry Road Section.

1. The applicable standard specification and/or detail for which the modification applies.

Response: *This modification request applied to Detail No. 10-09-038.*

2. The requested modification to the standard.

Response: *This modification requests to utilize a cross section for divided one-way streets at the project entry in proximity of proposed vehicular gates.*

3. A narrative as to why the standard cannot be met. Cost alone is not a justification for modifying standards. Where cost is a consideration, the narrative shall include a sealed engineer’s estimate of probable cost (EOPC) for both the design which meets standard and the cost of the design utilizing the proposed modification.

Response: *Wilderness Way is proposed to have vehicular gates which require one-way streets. Proposed one-way streets accommodate 20 FT of pavement, which meet Fire Code requirements. Vehicular gates will have a call box, Knox Key switch, and pre-emption sensor—and, City Code does not prohibit gated communities. In addition, elimination of proposed sidewalk will reduce the amount of concrete in favor of landscaping and more pervious conditions. The modification of this street section also allows for sufficient space to provide a vehicular turn-around point prior to the proposed gate.*

4. Identify other options/alternatives and their impacts to the project.

Response: *Beyond their safety benefits, modified street sections forge stronger communities, which is exactly what Symmetry is striving to achieve. The intimate space encourages residents to interact more with their surroundings and neighbors, fostering a sense of togetherness and creates a greater sense that pedestrian and cars can share a road. This close-knit atmosphere makes residents more likely to take pride in their environment and their living spaces. The Project, as proposed, has no detrimental impact on the City or community.*

5. Documentation as necessary to demonstrate that the modification:

- a. Meets the general intent of the standard;

Response: *The roadway tract width and roadway dimensions meet the general intent of Detail No. 10-09-038. In fact, the proposed roadway provides for better on-site circulation than that contemplated under strict compliance with Detail No. 10-09-038. In addition, this proposed roadway section complies with Fire Code requirements.*

- b. Will result in an equivalent level of service for health, safety, and welfare to the general public;

Response: *Approval of this modification meets the intent of the standard & results in an equivalent level of services for health, safety, and welfare. Again, vehicular gates will have a call box, Knox Key switch, and pre-emption sensor.*

- c. Will result in improvements that are adequate and meet the City's needs.

Response: *The proposed improvements are adequate and meet the City's needs. Importantly, they will be privately constructed and maintained, and will not result in any burden on the community or the City and its resources.*

Conclusion.

The design of cul-de-sacs, residential street sections, and entry road section, together with the low density of traffic, contributes significantly to a sense of community, neighborhood feeling, and perceptions of safety and comfort. Symmetry's proposed use of these modifications is supported by the City's climate and Resource Protection Overlay Zone and will not be detrimental to the City or community.

* * *

Should you have any questions or require more information, please do not hesitate to contact me at (602) 256-4471 or lschube@gblaw.com. Thank you, in advance, for your consideration.

JWP 126 Phase I – Engineering Modification
April 24, 2025
Page 8

Sincerely,

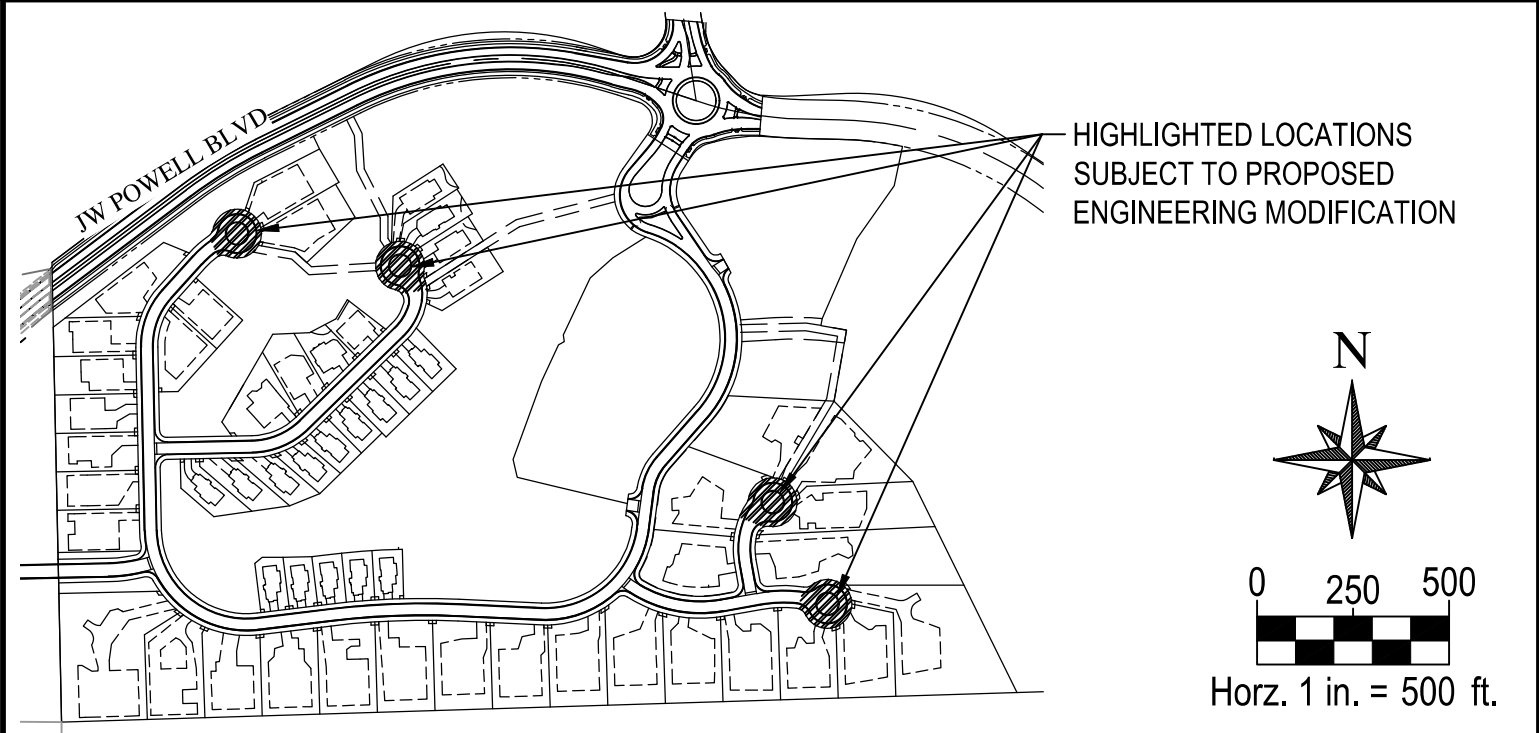
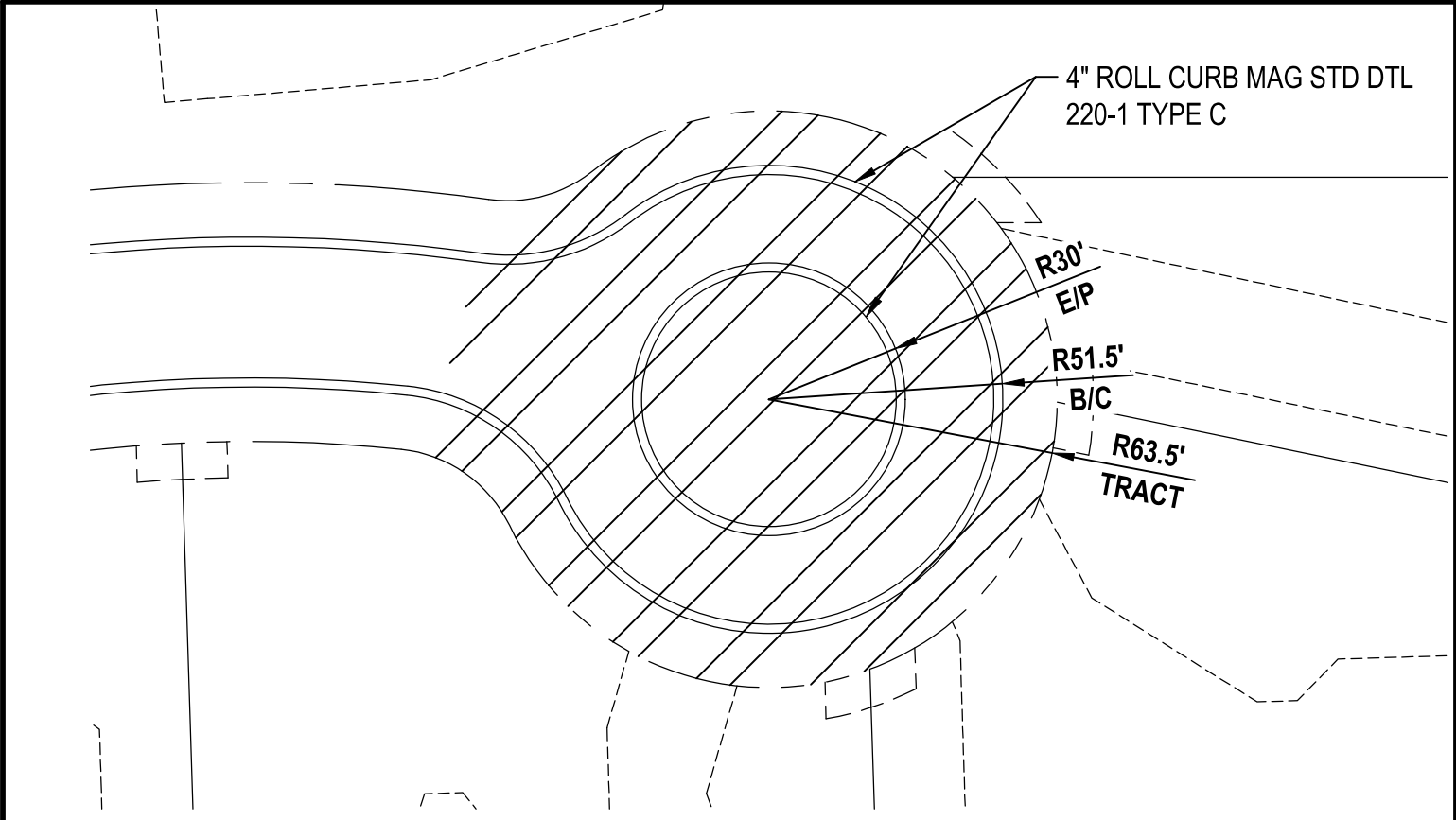
GAMMAGE & BURNHAM

By 
Lindsay C. Schube

LCS/nas

Tab A

Modified Back of Curb Radii



**NOT
FOR
CONSTRUCTION
OR RECORDING**

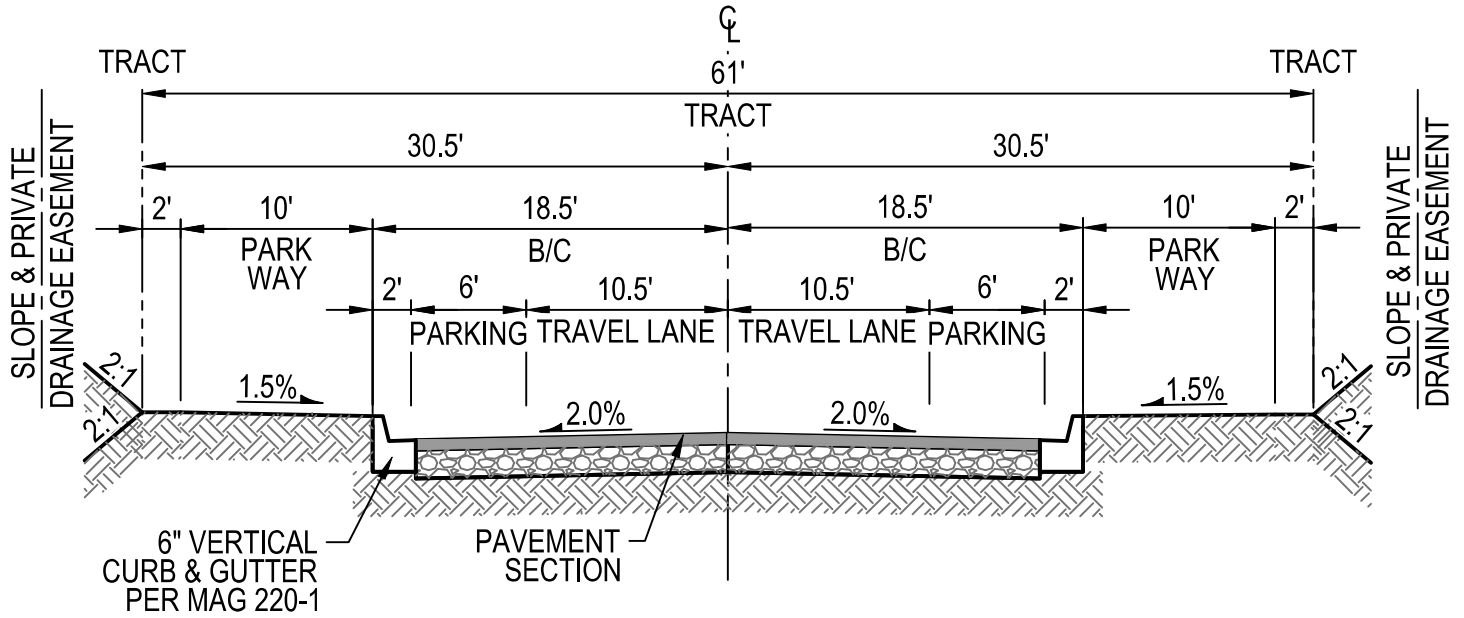


JWP 126 PHASE 1			
TYPICAL URBAN CUL-DE-SAC 10-04-010			
MODIFIED BACK OF CURB RADII.			
ADDED LANDSCAPED ISLAND (PRIVATE ROAD)			
DATE	4/18/2025	SCALE	1" = 500'
SHEET	1 OF 4	DESIGN	DC
JOB NO	225329	CHECK	DC
		DRAWN	JR
		RFI #	N/A

Z:\2022\225329\Drawings\PC Expansion\5329.01-Section-Exhibit.dwg

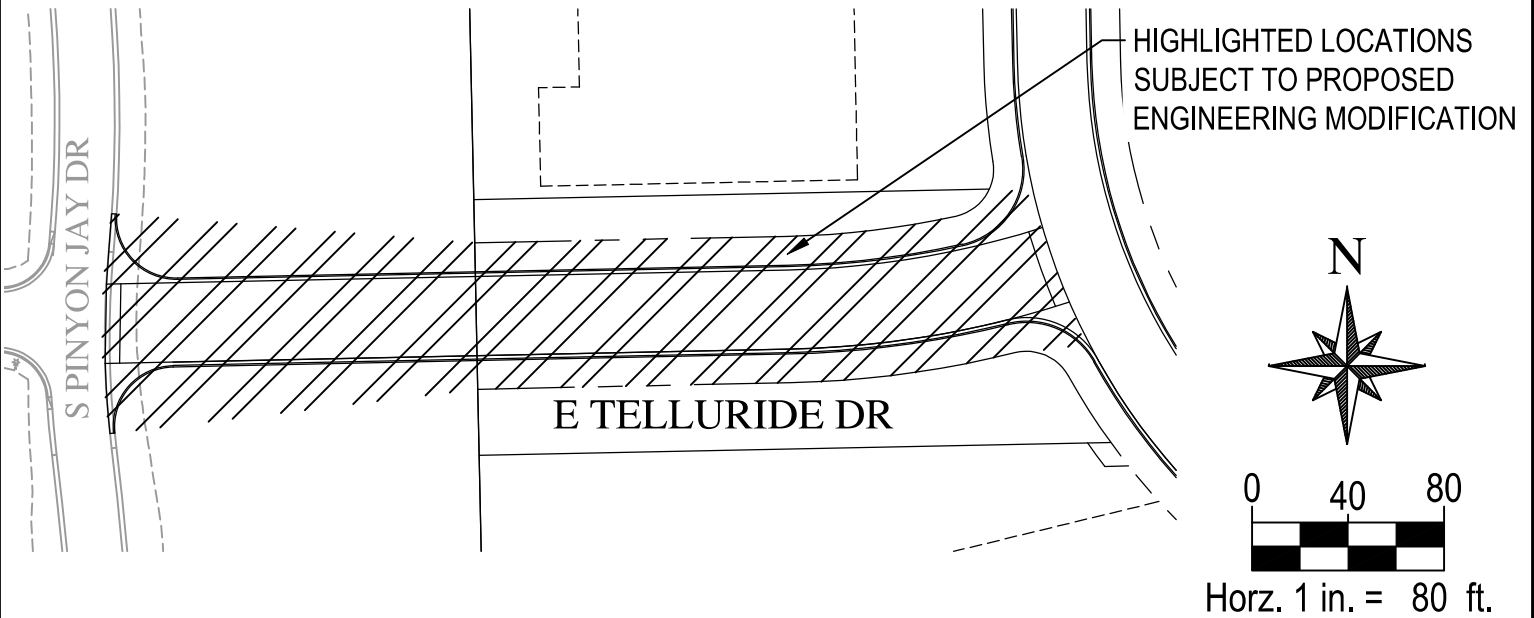
Tab B

Residential Local “Wide” Street Section



RESIDENTIAL LOCAL "WIDE" 10-09-037 MODIFIED

NTS
(PRIVATE TRACT)



**NOT
FOR
CONSTRUCTION
OR RECORDING**



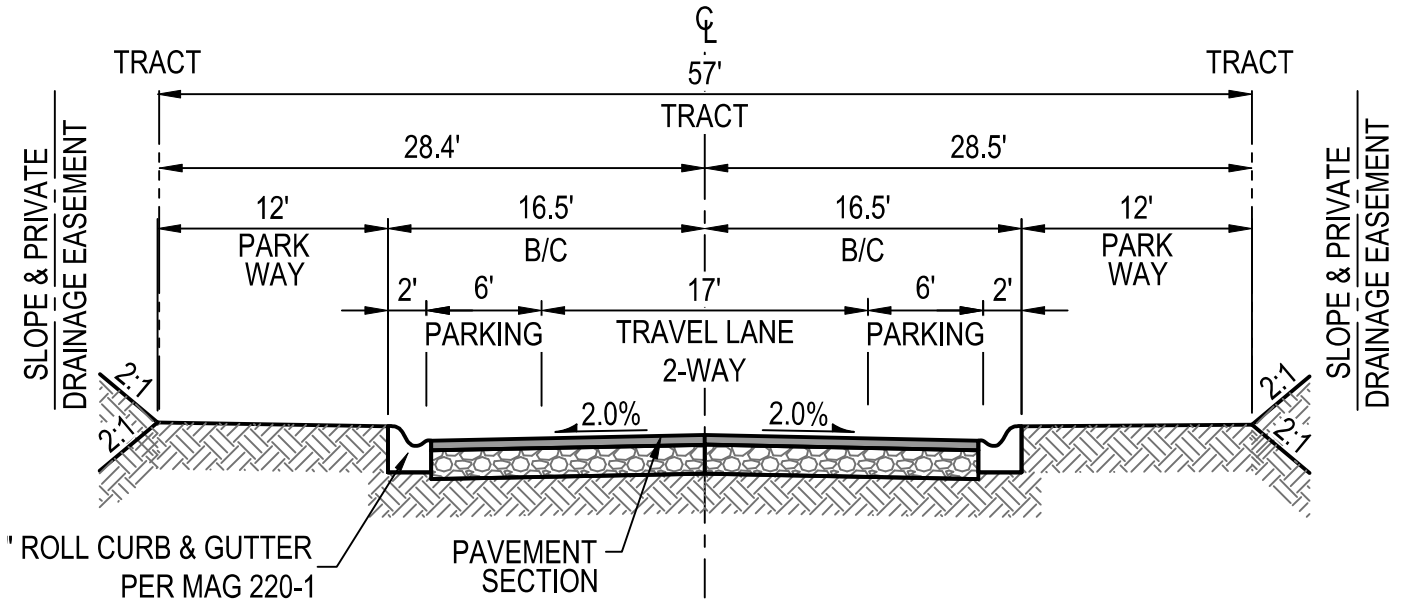
JWP 126 PHASE 1

**RESIDENTIAL LOCAL "WIDE" 10-09-037 MODIFIED
ELIMINATE SIDEWALKS (PRIVATE ROAD)**

DATE	4/18/2025	SCALE	1" = 80'	SHEET	2 OF 4
JOB NO	225329	DESIGN	DC	CHECK	DC
		DRAWN	JR	RFI #	N/A

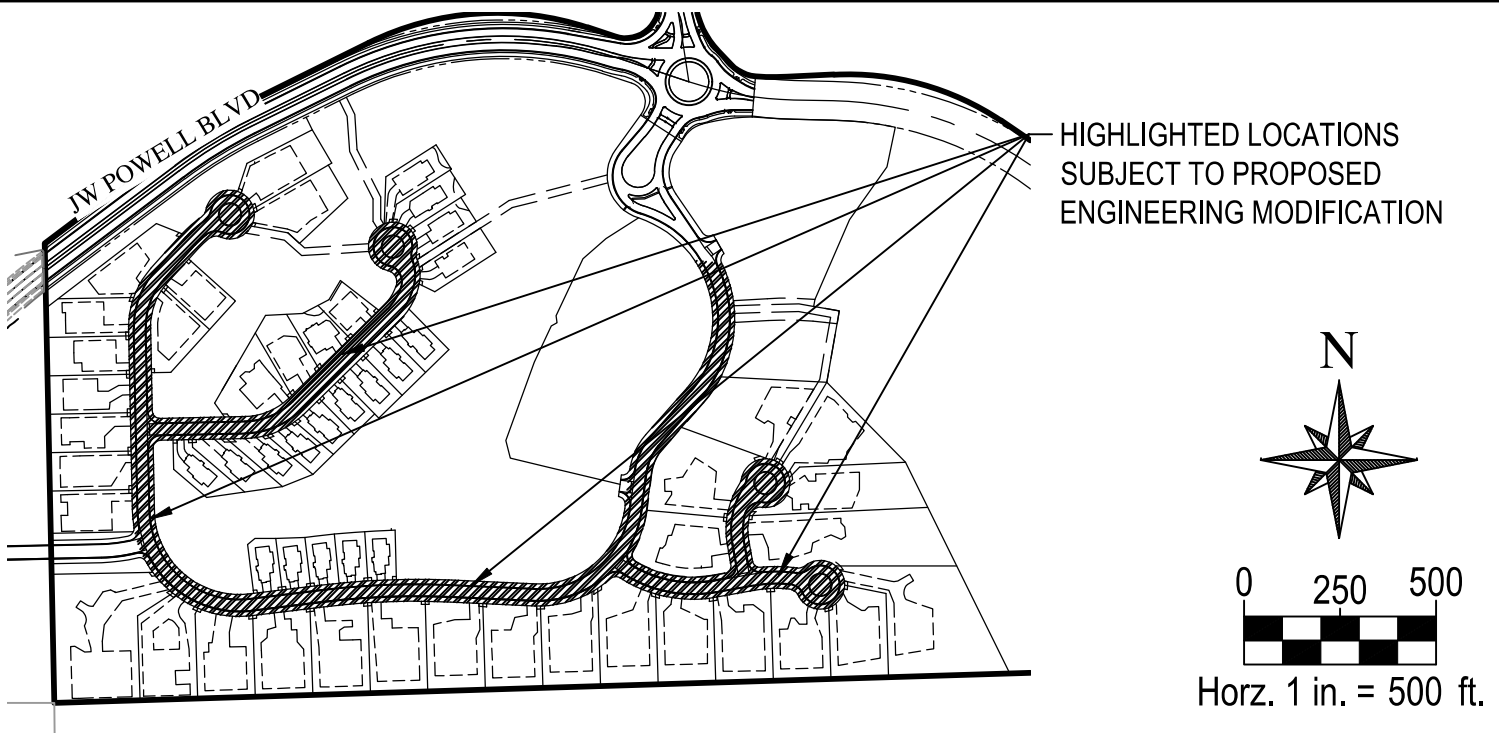
Tab C

Residential Local Street Section



RESIDENTIAL LOCAL 10-09-038 MODIFIED

NTS
(PRIVATE TRACT)



**NOT
FOR
CONSTRUCTION
OR RECORDING**

**WOOD
PATEL**

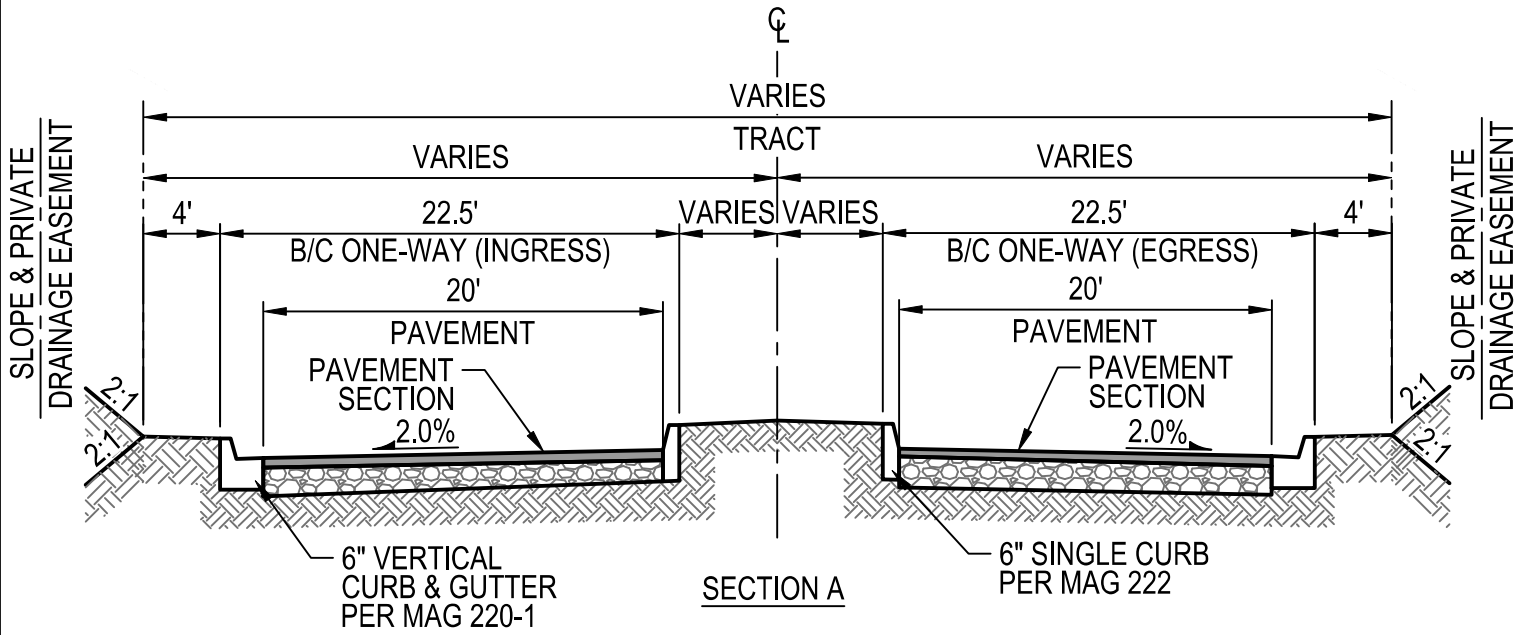
JWP 126 PHASE 1

**RESIDENTIAL LOCAL 10-09-038 MODIFIED
ELIMINATE SIDEWALKS (PRIVATE ROAD)**

DATE	4/18/2025	SCALE	1" = 500'	SHEET	3 OF 4
JOB NO	225329	DESIGN	DC	CHECK	DC
		DRAWN	JR	RFI #	N/A

Tab D

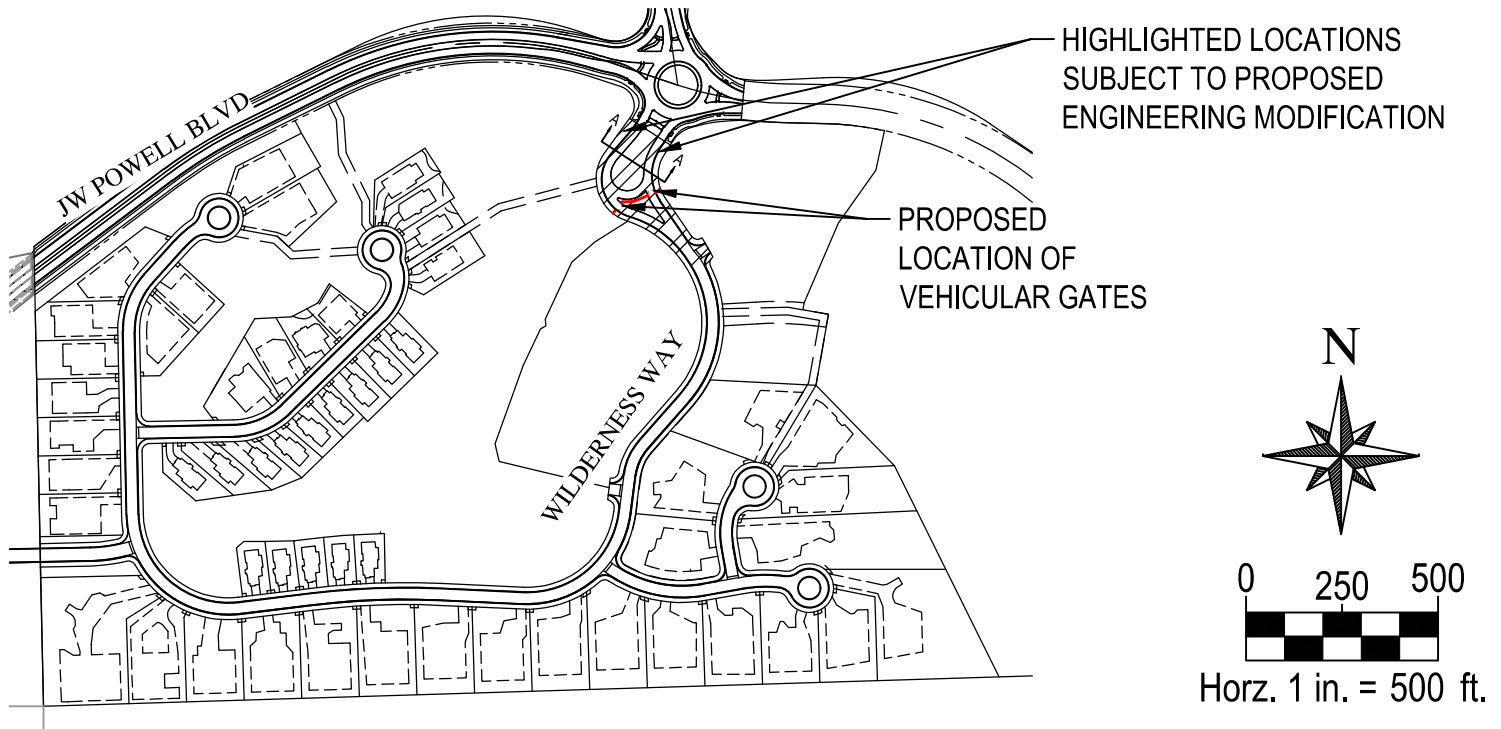
Private Entry Road Section



PRIVATE ENTRY ROAD SECTION

ENTRY SOUTH OF JW POWELL BLVD

NTS
(PRIVATE TRACT)



**NOT
FOR
CONSTRUCTION
OR RECORDING**



JWP 126 PHASE 1

ENTRY ROAD SECTION (PRIVATE ROAD)

DATE	4/18/2025	SCALE	1" = 500'	SHEET	4 OF 4
JOB NO	225329	DESIGN	DC	CHECK	DC
		DRAWN	JR	RFI #	N/A