



PRESCOTT CITY COUNCIL STUDY SESSION AGENDA

**PRESCOTT CITY COUNCIL
STUDY SESSION
TUESDAY, FEBRUARY 17, 2009
3:00 P.M.**

**Council Chambers
201 S. Cortez Street
Prescott, AZ 86303
(928) 777-1100**

The following Agenda will be considered by the Prescott City Council at its Study Session pursuant to the Prescott City Charter, Article II, Section 13. Notice of this meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02.

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION:** Rabbi William Berkowitz, Temple B'rith Shalom
- ◆ **PLEDGE OF ALLEGIANCE:** Councilman Roecker
- ◆ **ROLL CALL:**

MAYOR AND CITY COUNCIL:

Mayor Wilson	
Councilman Bell	Councilman Luzius
Councilman Lamerson	Councilman Roecker
Councilwoman Lopas	Councilwoman Suttles

- ◆ **SUMMARY OF CURRENT OR RECENT EVENTS**

I. PRESENTATION

- A. Recognition of "Prescott Lightning" YMCA Gymnastics Team for their win at the Las Vegas Invitational Lady Luck Competition.
- B. Recognition/Remembrance of Ted Edmonson, *Prescott's Singing Cowboy*.

II. DISCUSSION ITEMS

- A. [Approval of expenditure of \\$58,355.53 to Arizona Emergency Products, for emergency vehicle equipment builds.](#)
- B. [Approval of a Management Agreement with Prescott Downtown Partnership.](#)

- C. Adoption of Resolution No. 3936-0942 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, approving a Sewer Service Reimbursement Agreement between Linda Johnson and the City of Prescott, and authorizing the Mayor and staff to take any and all steps deemed necessary to accomplish the above.
- D. Award of a contract with Thatcher Company of Arizona for the purchase of gas chlorine in 2000 pound cylinders at \$850.00 each, 100 or 150 pound cylinders at \$1.13 per pound; and granulated calcium hypochlorite in 100 pound containers at \$174.00 each for wastewater treatment and collections.
- E. Award of a bid to Balar Equipment Corporation, Phoenix Arizona for the purchase of two solids dewatering boxes in the amount of \$80,280.08 for wastewater treatment.
- F. Approval of a Comprehensive Sign Plan for The Bradshaws located at 133 Bradshaw Drive, CC08-002.
- G. The Boulders, A Prescott Retirement Center:
 - 1. Adoption of Resolution No. 3937-0943 - Amendment to Development Agreement with Arcadia Housing, LLC for The Boulders, A Prescott Retirement Center located at 910 Canterbury Lane, to amend building height from 45 ft to a maximum of 49.5 ft., and stipulate valet parking required for the project.
 - 2. Site Plan and Grading Plan Approval for The Boulders, A Prescott Retirement Center, a Planned Area Development located at 910 Canterbury Lane, Zoning MF-H. Owner is Arcadia Housing, LLC, Applicant is CivilTec Engineering, SI08-002.
- H. Approval of the Minutes of the Prescott City Council Study Session of February 3, 2009 and the Regular Voting Meeting of February 10, 2009.
- I. Selection of items to be placed on the Regular Voting Meeting Agenda of February 24, 2009.

III. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Prescott City Hall on _____ at _____ .m. in accordance with the statement filed by the Prescott City Council with the City Clerk.

Elizabeth A. Burke, City Clerk

COUNCIL AGENDA MEMO – February 17 & 24, 2009

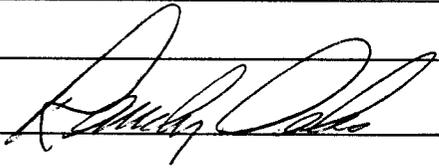
DEPARTMENT: POLICE

AGENDA ITEM: Recommendation for Council to approve expenditure of funds regarding emergency vehicle equipment builds of three (3) previously purchased 2009 Ford Crown Victoria Police Interceptor (CVPI) vehicles and one (1) 2009 GMC ¾ ton pick-up truck.

Approved By:

Date:

Department Head: Randy Oaks



2/5/09

Finance Director: Mark Woodfill

City Manager: Steve Norwood

Summary:

In response to the City's request for bid, Arizona Emergency Products, Phoenix, Arizona, submitted a bid of \$58,355.53. This bid represents the lowest of the three received, and meets all specifications and requirements set forth by our Department.

Background:

In November 2008, Council approved the purchase of three (3) 2009 CVPI vehicles and one (1) 2009 GMC ¾ ton pick-up truck. All vehicles are due for delivery in late February 2009.

To facilitate purchase and installation of required emergency vehicle equipment, a request for bid was established by the City during January 2009. As result of this solicitation, bids were received from Arizona Emergency Products, Creative Communications, and First In, Inc. All bids received met required specifications; however, the bid received from Arizona Emergency Products was the lowest.

Financial Impact:

The total cost of equipment, hardware, miscellaneous parts, and installation for all vehicles will be \$58,355.53.

Recommended Action: Move to approve expenditure of \$58,355.53 to Arizona Emergency Products, Phoenix, Arizona, for emergency vehicle equipment builds relating to the vehicles described above.

II-B

COUNCIL AGENDA MEMO – 2/17/09

M
L
S
M

DEPARTMENT: ECONOMIC DEVELOPMENT

AGENDA ITEM: DOWNTOWN MANAGEMENT AGREEMENT WITH PRESCOTT DOWNTOWN PARTNERSHIP

Approved By:

Date:

Department Head: Jane Bristol



2/11/09

Finance Director:

City Manager:



02/12/09

BACKGROUND

The attached Downtown Management Agreement with the Prescott Downtown Partnership (PDP) continues the city's financial relationship with this organization through calendar year 2009. The PDP works with the Arizona Main Street program on behalf of the city and has achieved National Main Street status. PDP board members and staff participated regularly in the Focused Future II Strategic Planning process.

For the last several years, the city's contribution has been derived from 60% of the \$25 vendor fees collected from events held on the Courthouse Plaza. A schedule detailing the amount due is attached as Exhibit "A" to the agreement.

DETAILS

The city's financial contribution is used to help fund the PDP manager's position. In return, the manager works with Yavapai County to organize downtown events and fulfills the requirements of the National and State Main Street programs.

The PDP Board of Directors will update Council on their activities at the study session of February 17th.

FINANCIAL IMPACT

During 2008, \$25,975 was collected from vendor fees from 10 events, of which \$15,585 will be allocated to the PDP. The allocation is budgeted in the bed tax fund for FY09.

Recommended Action: Approve the Downtown Management Agreement with the Prescott Downtown Partnership for 2009.

**DOWNTOWN MANAGEMENT AGREEMENT
2009**

THIS AGREEMENT, by and between the CITY OF PRESCOTT (hereinafter referred to as "City"), an Arizona municipality, and the PRESCOTT DOWNTOWN PARTNERSHIP (hereinafter referred to as "PDP") A NON-PROFIT ORGANIZATION EXISTING UNDER THE LAWS OF THE State of Arizona.

WHEREAS the City has the authority to enter into this Agreement pursuant to ARS §9-493 and ARS §9-500.11; and

WHEREAS it is in the best interests of the City of Prescott for the City to enter into this Agreement in order to ensure the future viability of the greater downtown Prescott area and participate in the Arizona Main Street Program.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The City shall provide to the PDP a sum in an amount of fifteen thousand five hundred eighty-five dollars (\$15,585) for the 2009 calendar year per Exhibit "A" attached. This payment is based on 60% of vendor fees collected for events held on the Courthouse plaza as determined by the City's Budget and Finance Department. Said payment will be made within fifteen (15) days after the approval of this agreement.

2. The PDP shall expend all funds received from the City pursuant to Paragraph 1 above solely for the following purposes: to assist the PDP in funding a downtown manager position, who, in turn, will be charged with responsibilities including, but not limited to, the following: the administration of the Prescott Main Street program; the organization of downtown special events; the encouragement and facilitation of the physical development of downtown; act as a downtown liaison between the PDP and the City; and other tasks as assigned by the PDP Board of Directors.

3. The PDP shall continue to fulfill all of the requirements to remain an active Arizona Main Street Community.

4. Working in concert with the Arizona Department of Commerce or its designee, the PDP shall continue to meet the standards of performance required for National Main Street designation.

5. Strategic planning for the PDP shall include strategies outlined in the Focused Future II Strategic Plan for Economic Development.

6. The PDP shall submit to the City's Economic Development Department a written quarterly report which shall be disseminated to the Mayor and Council of the City of Prescott within ten (10) days.

7. The PDP shall make an annual report to the Mayor and Council regarding the PDP's activities for the prior calendar year. Said report shall be made in January of each year.

8. The PDP shall allow representatives of the City to review and make available for inspection any and all records, disbursements, expenditures and other documents relating to the expenditure of the above funds during normal business hours at the offices of the PDP.

9. The PDP hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the PDP's receipt of or expenditure of monies pursuant to this agreement, whether said claim, liabilities, expenses or lawsuits arise by the acts or omissions of the PDP or its agents or whether by the acts or omissions of third persons.

10. Pursuant to ARS §38-511, the City of Prescott may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the City is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City of Prescott from any other party for the agreement arising as a result of this agreement.

11. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

12. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the Contract, pursuant to ARS §12-341.01(A) and (B), or pursuant to any other state or federal statute.

13. PDP, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. PDP will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973,

Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Order 99-4.

14. It is expressly agreed and understood by and between the parties that PDP is an independent contractor, and as such neither PDP, its employees or agents shall become a City employee, and are not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Section 1 above. As an independent contractor, PDP further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, PDP further agrees that it and its employees and agents will conduct themselves in a manner consistent with such status, and that they will neither hold themselves out nor claim to be an officer or employee of the City by reason thereof, and that they will not make any claim, demand, or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

15. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

16. This Agreement is non-assignable by the PDP.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 24th day of February, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE
City Clerk

GARY D. KIDD
City Attorney

DATED this _____ day of February, 2009.

PRESCOTT DOWNTOWN PARTNERSHIP

By: _____
Cliff Petrovsky, President

ATTEST:

Patti Ezell, Corporate Secretary

EXHIBIT "A"

Square Events for Calendar 2008

Month	Event	FY	Fees Collected
May	Mountain Artists Spring Fest	2007	\$3,825.00
May	Phippen Fine Arts Sale	2007	\$1,975.00
Jun	Chamber Territorial Days	2007	\$3,300.00
Jun	Rodeo Days Art & Craft Show	2007	\$3,325.00
Jun	Antiques on the Square	2007	\$1,075.00
Jul	Williamson Valley Fire	2008	\$2,775.00
Aug	Mountain Artists Summer Fest	2008	\$2,675.00
Sep	Chamber Faire on the Square	2008	\$3,400.00
Oct	Chamber Fall Fest	2008	\$2,675.00
Oct	Antiques on the Square	2008	\$950.00
			\$25,975.00
	To Prescott Downtown Partnership		\$15,585.00
	(60% of total)		

M
L
S
M

COUNCIL AGENDA MEMO – February 17 & 24, 2009	
DEPARTMENT: Public Works	
AGENDA ITEM: Adams Avenue Sewer Service Reimbursement Agreement #90	

Approved By:	Date:
Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	<i>02/11/09</i>

Item Summary

This item is to approve a sewer service reimbursement agreement between Linda Johnson and the City of Prescott for the Adams Avenue sewer line extension which was completed in June 2008. The agreement provides for payment by other parties of their proportionate shares of the line cost when connecting to the line.

Background

Linda Johnson had approximately 456 feet of sewer main designed and constructed in the 1800 block of Adams Avenue as shown in Exhibit "A". Linda Johnson has acted as developer and is requesting formation of a reimbursement district in accordance with City Code 2-1-11: Utilities Division; Extension of Sewer Mains, to recover costs of the main extension. Approval of the attached "Sewer Service Reimbursement Agreement District #90 would create the mechanism for recovery of the \$61,400.62 line cost. The basis for proportionate reimbursement, as set forth by Exhibit "B", is the equitable division per site. The Agreement would remain in effect until Linda Johnson is reimbursed by other benefiting properties or fifteen (15) years, whichever comes first.

Budget

There is no fiscal impact to either the City's Sewer Fund or General Fund. Any reimbursements collected through Sewer Service Agreement District #90 would be remitted to Ms. Johnson. The City will collect and retain customary fees for new sewer service at the time building permits are issued for the respective parcels within the reimbursement district.

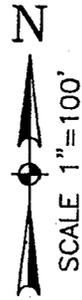
- Attachments** – Location Map
- Sewer Service Reimbursement Agreement District #90
 - Resolution Approving Sewer Service Reimbursement Agreement

Recommended Action: MOVE to adopt Resolution No. 3936-0942.

EXHIBIT "A"

SANITARY SEWER REIMBURSEMENT DISTRICT

A PORTION OF SECTION 29, T14N, R2W,
G.S.R.M., YAVAPAI COUNTY, AZ.



IDA1	APN 115-06-117	\$12,366.32
IDA2	APN 115-06-101	\$12,366.32
RA1	APN 115-06-095	\$12,366.32
RA2	APN 115-06-068	\$12,366.32
RA3	APN 115-06-075	\$12,366.32
	TOTAL	\$61,831.60

IDA ... INITIAL DEVELOPMENT AREA
RA ... REIMBURSEMENT AREA

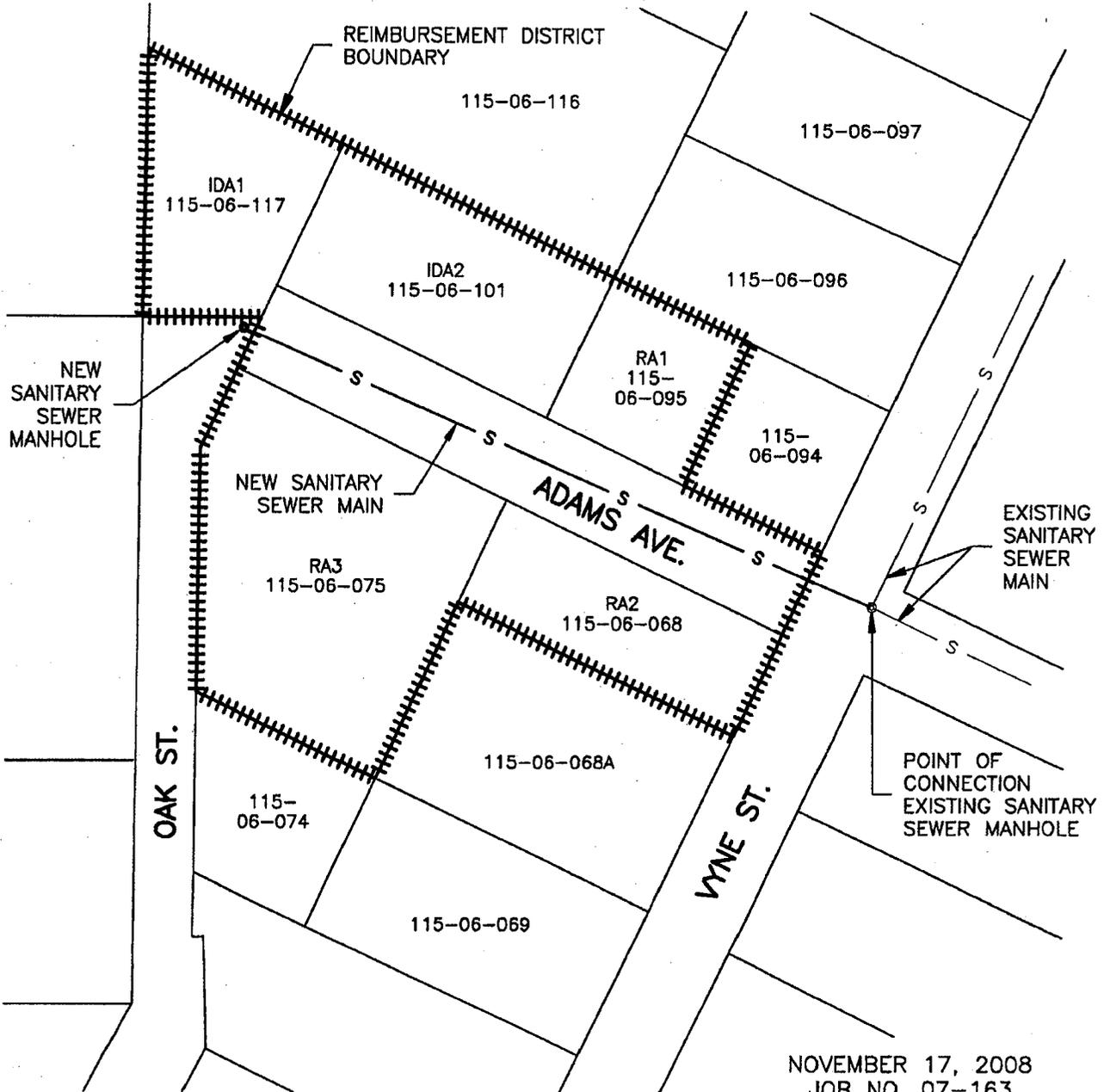


Exhibit B – Schedule of Costs
Sewer Reimbursement District
Adams Avenue Sewer Main Extension

Schedule of Costs

Engineering Design	\$ 5,494.84
ADEQ fee.....	\$ 500.00
City of Prescott fees and permits.	\$ 645.96
Direct Expenses	\$ 52.34
Construction: Sewer Main Contract by JBT Contractors, LLC.....	<u>\$55,138.46</u>
Total.....	\$61,831.60

Payments for Parties for Reimbursement

Linda Johnson 100%.....\$61,831.60

I.D.	Parcel #	Assessment
IDA-1	115-06-117	\$12,366.32
IDA-2	115-06-101	\$12,366.32
RA-1	115-06-095	\$12,366.32
RA-2	115-06-068	\$12,366.32
RA-3	115-06-075	\$12,366.32
Total		\$61,831.60

(RA) Reimbursement Area
 (IDA) Initial Development Area

Engineering News Record Construction Cost Index for June 2008 is 8184.94.

This Reimbursement shall be in effect until June 2023.

Note: Reimbursement fees listed above must be adjusted to current ENR Construction.

EXHIBIT "C"

BILL OF SALE

For good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged by each party to the other, Linda Johnson, an individual, (hereinafter referred to as "Seller") hereby sell, transfer, and assign to the City of Prescott (hereinafter referred to as "Buyer"), the following described property; that certain sewer main extension located within a portion of Adams Avenue, Prescott, Arizona, as more particularly identified in the Reimbursement Map attached hereto as Exhibit C-1.

Seller warrants that he is the owner of the above described property, warrants good and marketable title to it, and warrants that the property is unencumbered as of the date of this contract.

EXECUTED at Prescott, Arizona, this ____ day of _____, 2009.

Linda Johnson

ACCEPTED by the City of Prescott this ____ day of _____, 2009.

Jack D. Wilson, Mayor



SEWER SERVICE REIMBURSEMENT AGREEMENT
DISTRICT # 90

THIS AGREEMENT, made and entered into this ___ day of _____, 2009, by and between the City of Prescott, a municipal corporation of the State of Arizona, hereinafter called "City", and Linda Johnson, hereinafter called "Second Party".

WITNESSETH

WHEREAS, City owns a sewer main in close proximity to property owned by the Second Party; and

WHEREAS, the real property owned by the Second Party requires sewer service; and

WHEREAS, an extension of the sewer system of the City would have been required to serve the property described as IDA-1 & IDA-2 and RA-1 through RA-3 in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, Second Party has constructed an extension of the City's sewer main on the terms, conditions, covenants and provisions contained herein; and

WHEREAS, City is willing to furnish sewer service on the terms, conditions, covenants and provisions contained herein; and

WHEREAS, this Agreement contains and incorporates the total and entire agreement and understanding between the parties hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

I

Second Party has constructed and installed, at no expense to the City, a sewer collection system in accordance with the construction plans prepared by Kelley/Wise Engineering, Inc. and based upon which an Approval to Operate was issued by the City on June 5, 2008.

II

The City expressly reserves the right to enter into future sewer service agreements or provide sewer service for or to lands additional to those included in the sewer service area as defined herein. Second Party shall have no interest whatsoever in such future extensions.

III

The City, however, agrees that for a period of fifteen (15) years from the date of this Agreement, it will not permit or provide sewer service connections to that land more particularly described as IDA-1 & IDA-2 and RA-1 through RA-3 inclusive in the reimbursement map, attached hereto as Exhibit "A", without having first received payment pursuant to the terms of this Agreement and the City Code. City shall evaluate any such future sewer connections and determine whether such connections would adversely affect the adequacy of Second Party's sewer service.

IV

In the event that any person or persons other than Second Party desire sewer service from the sewer main extension described herein to service any portion of the property described in Paragraph III above (said area to be designated as "the reimbursement area"), the City shall not issue a permit nor provide sewer service to said person or persons desiring connection to the aforesaid sewer main until the City shall receive the proper amount of reimbursement to tie into the sewer system, said reimbursement to be set according to the formula set forth in Exhibit "B" – Schedule of Costs.

V

A. This agreement shall expire and terminate fifteen (15) years after its approval and adoption by the Prescott City Council.

B. The reimbursement calculations and figures as set forth in this agreement are subject to adjustment in accordance with Prescott City Code Section 2-1-11(B).

VI

This Agreement and the provisions for sewer service hereunder are subject to all laws, rules, regulations and policies which are now or may hereafter be adopted by the City.

VII

The parties hereto agree that a copy of this Agreement shall be recorded in the office of the County Recorder of Yavapai County, Arizona, to give notice to all persons purchasing or acquiring or dealing with the property in the reimbursement area, of the terms and provisions hereof and all title companies doing business in the Prescott area shall reflect this Agreement as a matter of record on all title reports affecting property in the reimbursement area.

VIII

Second Party shall issue to the City a Bill of Sale evidencing transfer of the extension, free and clear of any and all encumbrances, claims and liens, contemporaneous with the execution of this Agreement, in the form attached hereto as Exhibit "C". The City agrees thereafter to maintain said sewer main.

IX

Pursuant to A.R.S. Section 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.

X

Any payments due the Second Party shall be sent to Linda Johnson, PO Box 186, Bagdad, AZ 86321, until such time that the City receives written notice to send payments to a different address. It shall be and remain the responsibility of the Second Party to advise the City, during the term of this agreement, of any new addresses to which payments should be sent; and further to advise his heirs and assigns of Second Party's rights herein. In the event that the Second Party, his heirs or assigns, breach this provision, and the City is unable to locate the Second Party, his heirs or assigns using due diligence, after a period of six (6) months any monies collected pursuant to Paragraph V above shall revert to the City.

XI

This Sewer Service Reimbursement Agreement, its covenants and conditions, shall extend to and be binding upon the City, the Second Party, their successors and assigns.

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

RESOLUTION NO. 3936-0942

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING A SEWER SERVICE REIMBURSEMENT AGREEMENT BETWEEN LINDA JOHNSON AND THE CITY OF PRESCOTT, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS DEEMED NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, Linda Johnson has requested a sewer service reimbursement agreement with the City of Prescott for the property located within the sewer service area as described in Exhibit "1" attached hereto and marked as Areas IDA-1, IDA-2 and RA-1 through RA-3; and

WHEREAS, the improvement for which the sewer service reimbursement agreement is requested, consists of a sewer main extension to serve Areas IDA-1 and RA-1 through RA-3; and

WHEREAS, said sewer main was constructed by Linda Johnson at no cost to the City of Prescott, inspected and accepted as a part of the City of Prescott's sewer collection system; and

WHEREAS, the cost of said sewer main extension should be prorated over the sewer service area, resulting in a partial reimbursement to Linda Johnson.

ENACTMENTS:

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

SECTION 1. THAT, the Sewer Service Reimbursement Agreement with Linda Johnson, attached hereto as Exhibit "1" and made a part hereof, is hereby approved.

SECTION 2. THAT, the Mayor and staff are hereby authorized to execute said agreement and take any and all steps deemed necessary to accomplish the same.

SECTION 3. THAT, the Sewer Service Reimbursement District Agreement be recorded in the Office of the Yavapai County Recorder for each parcel in the reimbursable area.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 24th day of February, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT '1'



SEWER SERVICE REIMBURSEMENT AGREEMENT
DISTRICT # 90

THIS AGREEMENT, made and entered into this ___ day of _____, 2009, by and between the City of Prescott, a municipal corporation of the State of Arizona, hereinafter called "City", and Linda Johnson, hereinafter called "Second Party".

WITNESSETH

WHEREAS, City owns a sewer main in close proximity to property owned by the Second Party; and

WHEREAS, the real property owned by the Second Party requires sewer service; and

WHEREAS, an extension of the sewer system of the City would have been required to serve the property described as IDA-1 & IDA-2 and RA-1 through RA-3 in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, Second Party has constructed an extension of the City's sewer main on the terms, conditions, covenants and provisions contained herein; and

WHEREAS, City is willing to furnish sewer service on the terms, conditions, covenants and provisions contained herein; and

WHEREAS, this Agreement contains and incorporates the total and entire agreement and understanding between the parties hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

I

Second Party has constructed and installed, at no expense to the City, a sewer collection system in accordance with the construction plans prepared by Kelley/Wise Engineering, Inc. and based upon which an Approval to Operate was issued by the City on June 5, 2008.

II

The City expressly reserves the right to enter into future sewer service agreements or provide sewer service for or to lands additional to those included in the sewer service area as defined herein. Second Party shall have no interest whatsoever in such future extensions.

III

The City, however, agrees that for a period of fifteen (15) years from the date of this Agreement, it will not permit or provide sewer service connections to that land more particularly described as IDA-1 & IDA-2 and RA-1 through RA-3 inclusive in the reimbursement map, attached hereto as Exhibit "A", without having first received payment pursuant to the terms of this Agreement and the City Code. City shall evaluate any such future sewer connections and determine whether such connections would adversely affect the adequacy of Second Party's sewer service.

IV

In the event that any person or persons other than Second Party desire sewer service from the sewer main extension described herein to service any portion of the property described in Paragraph III above (said area to be designated as "the reimbursement area"), the City shall not issue a permit nor provide sewer service to said person or persons desiring connection to the aforesaid sewer main until the City shall receive the proper amount of reimbursement to tie into the sewer system, said reimbursement to be set according to the formula set forth in Exhibit "B" – Schedule of Costs.

V

A. This agreement shall expire and terminate fifteen (15) years after its approval and adoption by the Prescott City Council.

B. The reimbursement calculations and figures as set forth in this agreement are subject to adjustment in accordance with Prescott City Code Section 2-1-11(B).

VI

This Agreement and the provisions for sewer service hereunder are subject to all laws, rules, regulations and policies which are now or may hereafter be adopted by the City.

VII

The parties hereto agree that a copy of this Agreement shall be recorded in the office of the County Recorder of Yavapai County, Arizona, to give notice to all persons purchasing or acquiring or dealing with the property in the reimbursement area, of the terms and provisions hereof and all title companies doing business in the Prescott area shall reflect this Agreement as a matter of record on all title reports affecting property in the reimbursement area.

VIII

Second Party shall issue to the City a Bill of Sale evidencing transfer of the extension, free and clear of any and all encumbrances, claims and liens, contemporaneous with the execution of this Agreement, in the form attached hereto as Exhibit "C". The City agrees thereafter to maintain said sewer main.

IX

Pursuant to A.R.S. Section 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.

X

Any payments due the Second Party shall be sent to Linda Johnson, PO Box 186, Bagdad, AZ 86321, until such time that the City receives written notice to send payments to a different address. It shall be and remain the responsibility of the Second Party to advise the City, during the term of this agreement, of any new addresses to which payments should be sent; and further to advise his heirs and assigns of Second Party's rights herein. In the event that the Second Party, his heirs or assigns, breach this provision, and the City is unable to locate the Second Party, his heirs or assigns using due diligence, after a period of six (6) months any monies collected pursuant to Paragraph V above shall revert to the City.

XI

This Sewer Service Reimbursement Agreement, its covenants and conditions, shall extend to and be binding upon the City, the Second Party, their successors and assigns.

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

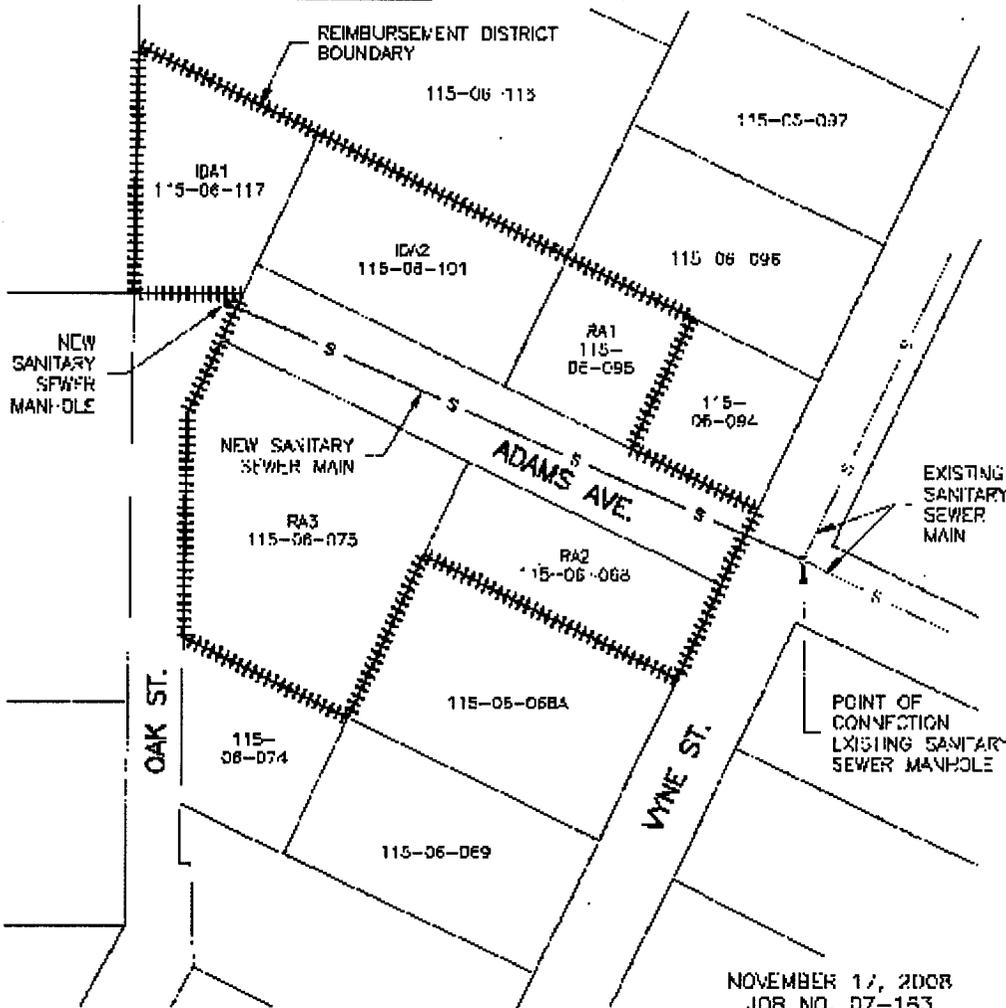
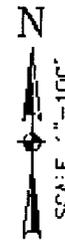
EXHIBIT "A"

SANITARY SEWER REIMBURSEMENT DISTRICT

A PORTION OF SECTION 29, T14N, R2W,
D.S.R.M., YAVAPAI COUNTY, AZ.

IDA1	APN 115-06-117	\$12,366.32
IDA2	APN 115-06-101	\$12,366.32
RA1	APN 115-06-095	\$12,366.32
RA2	APN 115-06-068	\$12,366.32
RA3	APN 115-06-073	\$12,366.32
TOTAL		\$61,831.60

IDA ... INITIAL DEVELOPMENT ARFA
RA ... REIMBURSEMENT ARFA



FORMING PART OF
BOOK 3 OF MAPS, PAGE 25

NOVEMBER 17, 2008
JOB NO. 07-153
KELLEY/WISE ENGINEERING, INC.
146 GROVE AVENUE
PRESCOTT, AZ. 85301
(928) 771-1730

EXHIBIT B – Schedule of Costs

**Sewer Reimbursement District
Adams Avenue Sewer Main Extension**

Schedule of Costs

Engineering Design\$ 5,494.84
 ADEQ fee.....\$ 500.00
 City of Prescott fees and permits. ...\$
 645.96
 Direct Expenses\$ 52.34
 Construction: Sewer Main Contract by JBT Contractors,
 LLC.....\$55,138.46

Total.....\$61,831.60

Payments for Parties for Reimbursement

Linda Johnson
 100%.....\$61,831.60

I.D.	Parcel #	Assessment
IDA-1	115-06-117	\$12,366.32
IDA-2	115-06-101	\$12,366.32
RA-1	115-06-095	\$12,366.32
RA-2	115-06-068	\$12,366.32
RA-3	115-06-075	\$12,366.32
Total		\$61,831.60

(RA) Reimbursement Area
 (IDA) Initial Development Area

Engineering News Record Construction Cost Index for June 2008 is 8184.94.

This Reimbursement shall be in effect until June 2023.

Note: Reimbursement fees listed above must be adjusted to current ENR Construction.

EXHIBIT "C"**BILL OF SALE**

For good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged by each party to the other, Linda Johnson, an individual, (hereinafter referred to as "Seller") hereby sell, transfer, and assign to the City of Prescott (hereinafter referred to as "Buyer"), the following described property; that certain sewer main extension located within a portion of Adams Avenue, Prescott, Arizona, as more particularly identified in the Reimbursement Map attached hereto as Exhibit C-1.

Seller warrants that he is the owner of the above described property, warrants good and marketable title to it, and warrants that the property is unencumbered as of the date of this contract.

EXECUTED at Prescott, Arizona, this _____ day of _____, 2009.

Linda Johnson

ACCEPTED by the City of Prescott this _____ day of _____, 2009.

Jack D. Wilson, Mayor

EXHIBIT "C-1"

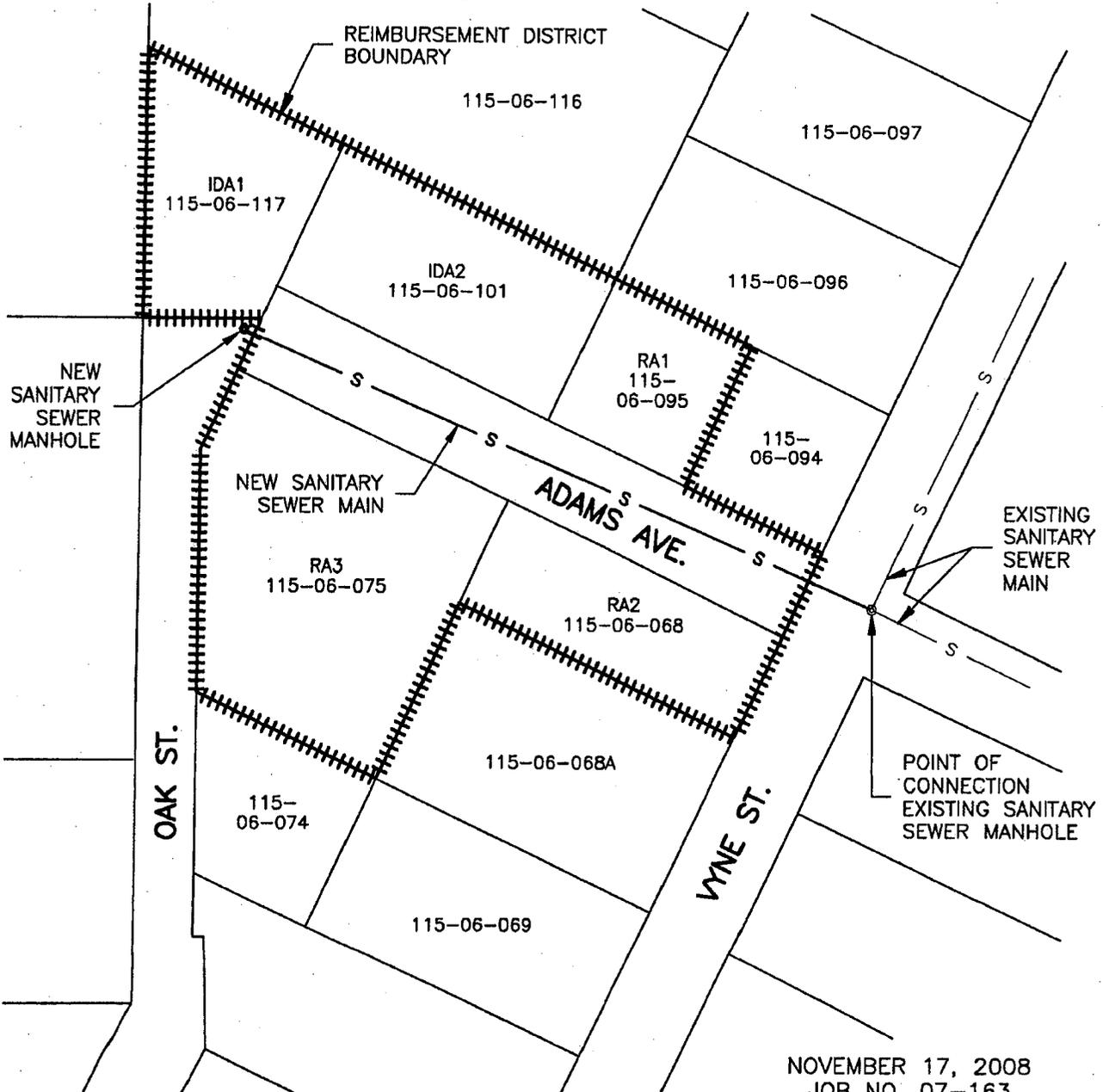
SANITARY SEWER REIMBURSEMENT DISTRICT

A PORTION OF SECTION 29, T14N, R2W,
G.S.R.M., YAVAPAI COUNTY, AZ.



IDA1	APN 115-06-117	\$12,366.32
IDA2	APN 115-06-101	\$12,366.32
RA1	APN 115-06-095	\$12,366.32
RA2	APN 115-06-068	\$12,366.32
RA3	APN 115-06-075	\$12,366.32
	TOTAL	\$61,831.60

IDA ... INITIAL DEVELOPMENT AREA
RA ... REIMBURSEMENT AREA



FORBING PARK
BOOK 3 OF MAPS, PAGE 25

NOVEMBER 17, 2008
JOB NO. 07-163
KELLEY/WISE ENGINEERING, INC.
146 GROVE AVENUE
PRESCOTT, AZ. 86301
(928) 771-1730

COUNCIL AGENDA MEMO – February 17 & 24, 2009

DEPARTMENT: Public Works

AGENDA ITEM: Award of a contract with Thatcher Company of Arizona for the purchase of gas chlorine and granulated calcium hypochlorite for wastewater treatment and collections.

Approved By:

Date:

Department Head: Mark Nietupski

Finance Director: Mark Woodfill

City Manager: Steve Norwood 

Item Summary

This item is to award a bid and unit price contract to Thatcher Company of Arizona to provide gas chlorine and granulated calcium hypochlorite for use in the disinfection treatment process at City Wastewater Facilities. Gas chlorine is supplied in 2000 pound, 150 pound and 100 pound cylinders. The granulated calcium hypochlorite is supplied in 100 pound containers.

Background

Wastewater Operations uses approximately 24,600 pounds of gas chlorine and 4,800 pounds of granulated calcium hypochlorite each year. Of the 24,600 pounds of gas chlorine, approximately 600 pounds is purchased in the 100 pound quantities. The gas chlorine is used to supplement disinfection of treated effluent, to control algae, and as a backup for ultraviolet light disinfection. The granulated calcium hypochlorite is used to reduce vector attraction, reduce biological buildup in sand filters, and to disinfect contaminated surfaces after sanitary sewer over-flows occur. FY 08 Wastewater Operations expenditures for chlorine were approximately \$27,000.00.

The initial contract term is for a three-year period, subject to annual adoption of the City budget, with two, one-year options for renewal. An annual adjustment to unit pricing will be calculated in accordance with the U.S. Department of Labor, Producer Price Index, Series WPU061 for chemicals and allied products.

Agenda Item: Award of a contract with Thatcher Company of Arizona for the purchase of gas chlorine and granulated calcium hypochlorite for wastewater treatment and collections.

Bid Results

Bids were received from the following companies:

Thatcher Company of Arizona	\$850.00	= One ton gas chlorine cylinder
Salt Lake City, Utah	\$174.00	= One hundred pound container calcium hypochlorite
	\$1.13/ lb	= One hundred fifty pound gas chlorine cylinder
	\$1.13/ lb	= One hundred pound gas chlorine cylinder
Hill Brothers Chemical Co.	\$900.00	= One ton cylinder gas chlorine
Phoenix, Arizona	\$179.00	= One hundred pound container calcium hypochlorite
	\$0.72/ lb	= One hundred fifty pound gas chlorine cylinder
	\$0.72/ lb	= One hundred pound gas chlorine cylinder
Univar USA Incorporated	\$269.00	= One hundred pound container calcium hypochlorite
Phoenix, Arizona		

All prices include shipping. Tax is not included.

The attached bid tabulation itemizes bids received for gas chlorine cylinders and granulated calcium hypochlorite. Based on the bids received, Thatcher Company of Arizona, Salt Lake City, Utah was determined to be the lowest most responsible bidder for the primary volumes of gas chlorine and granulated calcium hypochlorite included in the bid documents.

Bid items of 2000 pound, 150 or 100 pound gas chlorine cylinders, and 100 pound granulated calcium hypochlorite containers from Thatcher Company of Arizona are recommended for award at their respective prices per unit.

Budget

FY 09 funding for chlorine and granulated calcium hypochlorite purchases is available from the Sewer Fund. (Budget accounts #13-920-250; amount \$85,000 and 13-921-250; amount \$1,500)

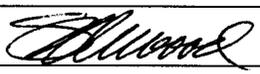
Attachments: Bid Tabulation

Recommended Action: MOVE to award a contract with Thatcher Company of Arizona for the purchase of gas chlorine in 2000 pound cylinders at \$850.00 each, 100 or 150 pound cylinders at \$1.13 per pound; and granulated calcium hypochlorite in 100 pound containers at \$174.00 each for wastewater treatment and collections.

Bid Tabulation
Wastewater Treatment
Chlorine Gas Cylinders and Granulated Calcium Hypochlorite

Bidder	Quantity	Unit Cost	Tax	Freight	Bid
Thatcher Company of Arizona	100-Pound Container (HTH)	\$174.00	\$14.44	Included in Price	\$188.44
	2000-Pound Cylinder (CL ₂)	\$850.00	\$70.55	Included in Price	\$920.55
	100-Pound Cylinder (CL ₂)	\$1.13 (Per Pound)			
	150-Pound Cylinder (CL ₂)	\$1.13 (Per Pound)			
Hill Brothers Chemical Company	100-Pound Container (HTH)	\$179.00	\$14.86	Included in Price	\$193.86
	2000-Pound Cylinder (CL ₂)	\$900.00	\$74.70	Included in Price	\$974.70
	100-Pound Cylinder (CL ₂)	\$0.72 (Per Pound)			
	150-Pound Cylinder (CL ₂)	\$0.72 (Per Pound)			
Univar USA Inc.	100-Pound Container (HTH)	\$269.35	\$22.36	Included in Price	\$291.71

COUNCIL AGENDA MEMO – February 17 & 24, 2009
DEPARTMENT: Public Works
AGENDA ITEM: Award of a bid to Balar Equipment Corporation for the purchase of two solids dewatering boxes in the amount of \$80,280.08 for wastewater treatment.

Approved By:	Date:
Department Head: Mark Nietupski	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	02/11/09

Item Summary

This item is to award a bid to Balar Equipment Corporation to manufacture and deliver two solids dewatering boxes for use in the wastewater treatment process.

Background

The Wastewater Treatment Facilities currently use an open air drying bed to dispose of floating debris and grease that is skimmed from the surface of the clarifiers. These materials are not capable of being processed through the solids handling facility.

Currently these materials must be stored in the drying bed for an extended time period to dewater through gravity underdrains and evaporation before they can be removed and taken to the landfill. Due to the nature of this process and the time it takes to achieve, strong odors are produced and vector attraction can be high. Removal of the dried waste material is also time consuming and labor intensive for facility personnel.

After researching multiple drying methods Wastewater Treatment staff has determined solids dewatering boxes to be the best alternative for processing the previously mentioned materials. The skimmed materials will be contained, covered and dewatered without being open to the air. Utilizing these boxes will reduce odor emissions and vector attraction while improving process efficiency and enhancing public health and safety.

Bid Results

Bids were received from the following companies:

Balar Equipment Corporation	Phoenix, AZ	\$80,280.08
Aqua-Zyme Disposal Systems, Inc.	Van Vleck, TX	\$95,131.07
Spectrum Equipment Partners Limited	Livingston, LA	Non-responsive

AGENDA ITEM: Award of a bid to Balar Equipment Corporation for the purchase of two solids dewatering boxes in the amount of \$80,280.08 for wastewater treatment.

The attached bid tabulation itemizes bids received. Based on the bids received, Balar Equipment Corporation, Phoenix, AZ was determined to be the lowest most responsible bidder and meets all specifications required in the bid documents. Balar Equipment Corporation is recommended for award of bid to manufacture and deliver two solids dewatering boxes in the amount of \$80,280.08, including tax and shipping.

Written bid confirmation has been received from Balar Equipment Corporation.

Budget

FY 09 funding for two solids dewatering box purchases is available from the Sewer Fund. (Budget account #13-92009; amount \$1,175,000.00)

Attachment: Bid Tabulation

Recommended Action: MOVE to award a bid to Balar Equipment Corporation, Phoenix Arizona for the purchase of two solids dewatering boxes in the amount of \$80,280.08 for wastewater treatment.

Bid Tabulation
Wastewater Treatment
30 Yard Solids Dewatering Box

Bidder	Quantity	Unit Cost	Subtotal	Tax	Freight	Bid	Actual Total
Balar Equipment Corporation	2	\$35,512.50	\$71,025.00	\$5,895.08	\$3,360.00	\$80,280.08	\$80,280.08
Aqua-Zyme Disposal Systems, Inc.	2	\$42,639.00	\$85,278.00	\$7,078.07 (Not included in bid)	\$2,775.00 (Not included in bid)	\$88,053.00	\$95,131.07
Spectrum Equipment Partners Limited	2	\$27,183.00	\$54,366.00	\$4,512.38 (Not included in bid)	\$2,300.00	\$56,666.00	\$61,178.38
NON-RESPONSIVE BID - DOES NOT MEET SPECIFICATION REQUIREMENTS.							

Lighting. Goose-neck type overhead lighting is proposed (see attached illustration).

Comprehensive Sign Plans: Comprehensive Sign Plans allow additional signage when other factors are considered. As required by the LDC, the current plan includes the size, location, height, color, lettering, lighting, and orientation of all proposed signs - i.e. street, wall, and freestanding. This signage is also required to be reviewed by the City through the standard sign application process.

Staff finds that the proposed Comprehensive Sign Plan meets the following two LDC criteria (Section 6.12.6.C):

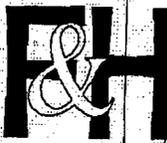
"A Comprehensive Sign Plan shall not be approved until and unless the City Council finds that:

- "1. The plan provides that signs of a similar type and function within the development will have a consistent size, lettering style, color scheme and material construction; and the plan provides for signs that meet the size limitations, location requirements and other applicable requirements of this section.
- "2. The plan results in an improved design in exchange for a greater number of signs or larger sign face area than otherwise permitted by this section."

PLANNING COMMISSION RECOMMENDATION

The Commission voted 6:0 on January 29, 2009 to recommend approval of this plan.

Recommended Action: MOVE to approve the Comprehensive Sign Plan for The Bradshaws in accordance with Exhibits 'A' (site plan), 'B' (sign elevations) and 'C' (lighting) of the Staff Memo dated 2/11/2009 -- CC08-002.



CC08-002

FERGIS AND HARBING, INC.

December 22, 2008

110-04-1410
BG J. SHAPES

Gwen Rowitsch
City of Prescott
201 S. Cortez St.
Prescott, AZ 86302

133 Bradshaw Dr

RE: BRADSHAW COMPREHENSIVE SIGN PLAN

Gwen;

This letter is a request for approval of a Comprehensive Sign Plan for The Bradshaws, an affordable senior and family community.

The current sign ordinance allows 1 sign for each phase, plus 1 development sign, for a total of 5 signs. The allowable square footage of primary lettering for each sign is 24 square feet, for a total of 120 square feet. We propose the use of a total of 4 signs; 1 development sign with 48 square feet of lettering and 3 monument signs at 24 square feet of lettering each, for a total of 120 square feet. The larger lettering at the development sign establishes a hierarchy. Our intent is to convey the sense of arrival to a community "The Bradshaws".

We would like the opportunity to present more information regarding our signage concept to the Planning Commission at the time this case is heard.

Sincerely,

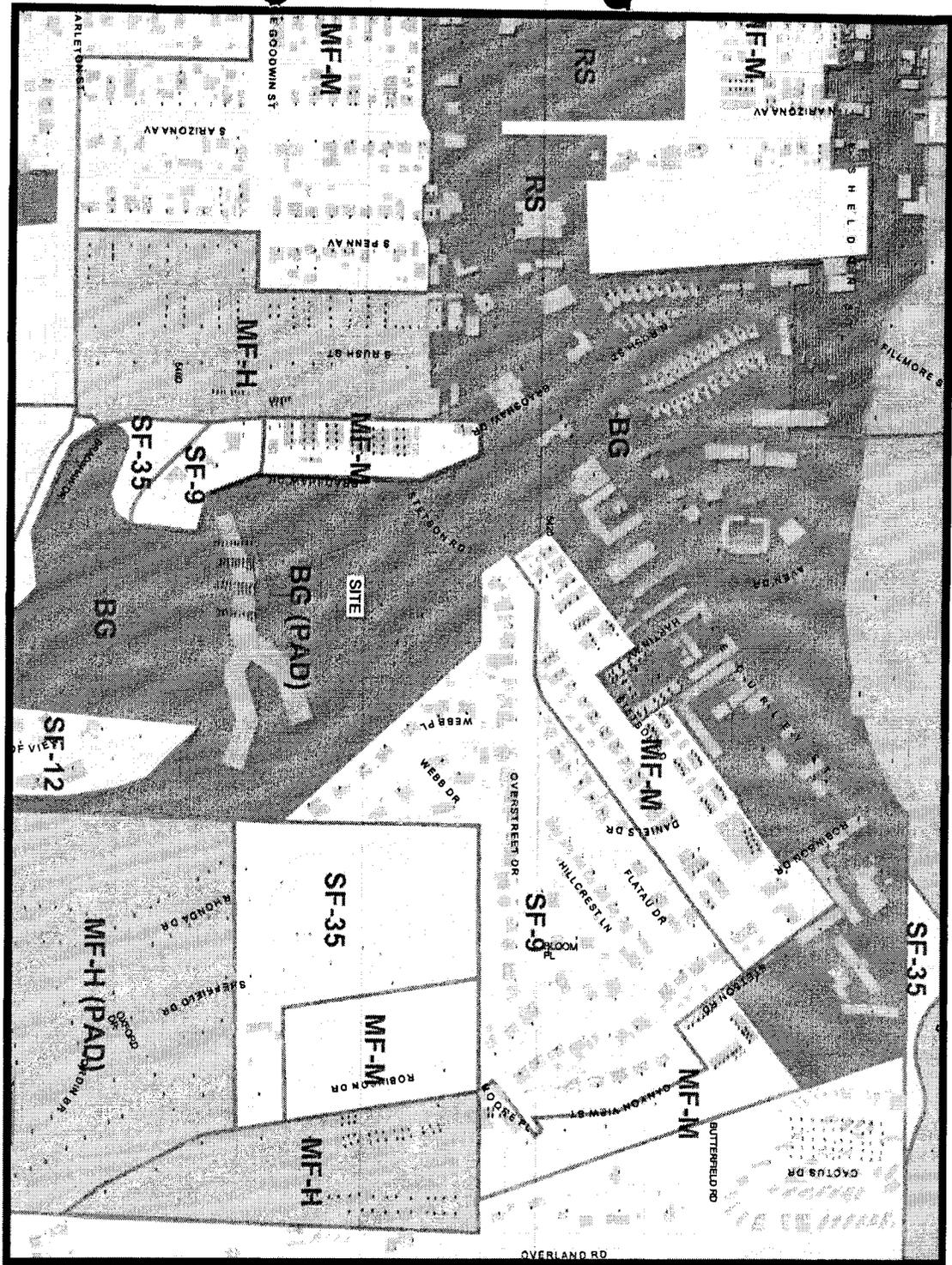
Chris E. Fergis, R.A.

Bradshaw Sr.
4745 N 7th St #110
Phx, AZ 85011

7227 N. 16th St., Ste. 212
Phoenix, Arizona 85020



Phone: (602) 279-1693
Fax: (602) 264-2383



Type ES

③

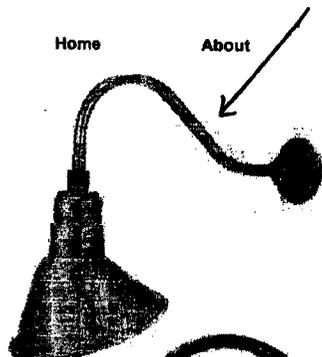
Home

About

Products

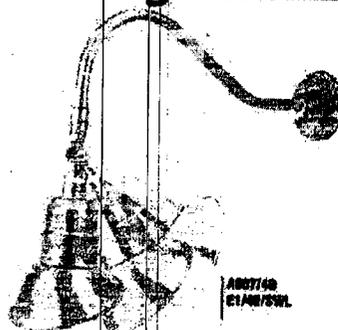
Service

Contact

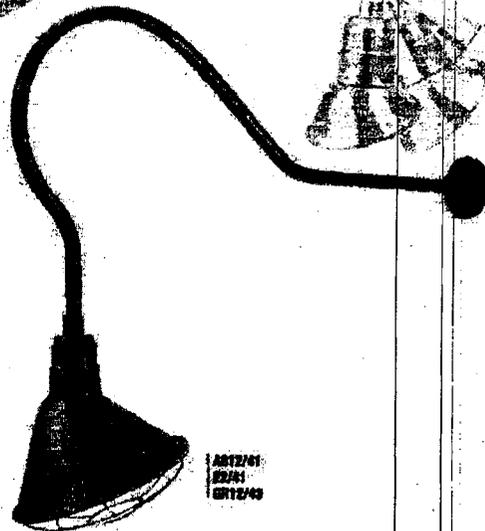


AB16/02
ET/02

ANGLE Shades



AB07/00
E1/00/00L



AB12/01
E2/01
GT12/00

- Arm Extens
- Wall Mount
- Post Mount
- Poles
- Balasts - H
- Fluorescent
- Mounting O
- Accessories
- Glass Optic
- Finish Optic
- Photometric
- Ordering In

EXHIBIT 'C'

Baselite Co
12260 East
Chino, CA

Toll Free 8
TEL 909-54
FAX 909-54

eMail sales

Home

About

Products

Service

Contact

II-6

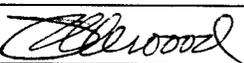
COUNCIL AGENDA MEMO
2/17/09 & 2/24/09

DEPARTMENT: COMMUNITY DEVELOPMENT

AGENDA ITEM: REVISED Development Agreement No. 2007-201C for the Boulders and The Boulders, A Prescott Retirement Center—A Planned Area Development (Formerly Canterbury Gardens Senior Apartments) located at 910 Canterbury Lane on ±6.27 acres-SI08-002.

Approved By:

Date:

Department Head: Tom Guice	
Finance Director:	
City Manager: Steve Norwood 	02/11/09

SUBJECT: SI08-002 The Boulders, A Prescott Retirement Center
– A Planned Area Development

LOCATION: 910 Canterbury Lane (north of Whipple Street)

APNs: 116-19-017, -017A, -017B, -21B, -022 (±6.27 acres) **Zoning:** MF-H

Applicant: CivilTec Engineering, 2050 Willow Creek Rd, Prescott

Owner: Arcadia Housing, LLC, c/o Bill Spring, 2305 Edgewood Dr, Sedona, AZ

REQUEST. This is a proposed redesign of the site plan, grading plan, and building configuration of a 2003 Council approved 132-unit senior apartment complex on a ±6.27 acre site. The applicant has submitted the attached narrative which describes the proposed project in detail and his belief that it is in substantial compliance with the 2003 Council approved site plan and grading plan, and the associated Development Agreement (DA) No 2003-201C.

This property was rezoned to MF-H in 1999 and has had an involved history since that time (see Council actions below). These actions have included extensions of time in order to complete the project. This \$20+ million project has now received Federal (Housing and Urban Development) financing and is ready to proceed as a Planned Area Development pending Council approval. A Planned Area Development is proposed in order to address the new site and grading design.

PREVIOUS COUNCIL ACTION

- 1999, Nov.** Council approved rezoning (RZ9902 / Ord 3934) from SF-9 to MF-H with an associated DA#99-233 which allows 132 residential units and restricted the residential uses to a combination assisted living facility and non-assisted living facility for seniors over 55 years of age. The DA included provisions for Council review and approval of site, final grading and drainage plans, and allocation of water to the 1999 Water Budget.
- 2000, May.** Council approved the Canterbury Gardens Senior Community Preliminary Plat (SP-0003) for 85 condominium units and a revised DA (#99-223A)
- 2003, Aug.** Council approved the Site Plan (SI03-004) for the Canterbury Gardens Planned Area Development for a senior apartment complex of 85 units on 6.27 acres in a single building with a new DA (#03-201A) which also allowed the option of 132 rental units. A corner of Building 1 approved to 45 feet. Council also approved RZ03-007 (Ord 4332).
- 2007, March.** Council approved a revised Development Agreement #03-201B, which in part, changed the types of units, and with a height of 45-feet for all buildings.

AREA MEETING

An area meeting was held January 15 at 5:30 PM in Council Chambers with 18 residents attending. Property owners questions and concerns addressed by the developer included access, drainage, lighting, wall heights, building setbacks, construction traffic, noise from ambulances, security, and traffic. Mr. Bill Spring noted that the assisted living portion would be a 'Level 1' facility which does not include Alzheimer's and dementia patients and would, therefore, decrease the need for ambulance calls. He also illustrated through a PowerPoint Presentation that the building mass would be lower than the previously approved project because of the difference in finish floor elevations, and that the building height would be 45-feet.

Neighborhood Comments: Jennings-Strouss letter of January 28, 2009 - The owner's attorney has submitted his response to the Jennings-Strouss letter (both of which are attached).

STAFF ANALYSIS

Site Plan and Grading Plan. This DA requires that the Council consider a site plan and grading which are not in substantial conformance with the Council approved 2003 site plan and grading plan.

A Planned Area Development is being proposed for this site in order to accommodate the applicant 's request for reductions in the residential buffer (from 24.75-ft to a minimum of 10-foot 4 inches along Building #1) and increases in the maximum wall height of 8 feet to over 8 feet in several areas.

The applicant's narrative indicates the site and grading plans are in substantial conformance with the 2003 Council approved plans because of its better design, along with the flexibility needed in meeting the LDC requirements (such as the residential buffer and wall heights) via an approval of a Planned Area Development.

Some of the more pronounced changes in the proposed site plan and grading plan are: 1) change from a monolithic building of a larger size and mass to more architecturally articulated buildings; 2) increasing the building setbacks from the western property line at the middle portion of the site; 3) increasing the undisturbed open space and some building setbacks along the eastern property line by utilizing retaining walls; 4) converting the fire lane to a driveway entrance; 5) constructing only surface parking and eliminating the underground parking; 6) use of retaining walls along the western property line. Other differences are noted below:

<u>Site Plan</u>	<u>2003</u>	<u>2009</u>
Building Coverage	20%	18.2%
Open Space – landscaped	34%	28.4%
Open Space – undisturbed	24%	17.7%
Road Area	22%	35.7%

Agenda Item: REVISED DA and SI08-002 The Boulders

Building Height: The 1999 DA#99-233 stated a 40-foot maximum height, the 2003 DA(#03-201A) stated a 40-foot maximum height with a height of 45-feet for a portion of the southern building, while the 2007 DA2003-201C stated a maximum height of 45-feet. The new DA states a new maximum height of 49.5-feet.

Access, Parking, and Traffic

Access remains as previously planned-one private driveway entering from Canterbury Street. Sun Street will be gated as an emergency egress/ingress only. There will be no through traffic from Canterbury to Sun Street. The building's main entrance has been moved from the east side to the west side. Residential driveways now encircle the buildings on the 2009 site plan, rather than just only on the east site in the 2003 site plan.

Parking meets the LDC requirements and the DA: 127 are required and 127 are provided.

Traffic. Traffic entering and exiting the site is from Whipple Street only. This development was reviewed for traffic impacts and it was determined that no traffic control changes are required at the intersection of Canterbury and Whipple. Additionally the following was determined.

- Sight distance at the intersection is very good with 600+ feet to the south east and 1600+ feet to the west.
- Whipple has a two-way center turn lane that provides auxiliary storage of vehicles making lefts into and out of Canterbury Lane.
- Whipple Street currently has a 24 HR traffic volume of 32,000 which results in limited gaps for turning movements during peak hours.
- The highest peak HR turn movement under all uses shown would result in an outbound left turn volume of 20 vehicles during the morning.
- Senior communities typically experience reduced site generated trips because of higher transit use and increased services provided on site.

Construction Traffic. The applicant would like to have the option of having construction traffic also utilize Sun Street, not just Canterbury to allow the project to be completed in a shorter period of time. There is nothing to prohibit him from doing so in the Development Agreement. Only emergency access by fire and police is proposed in the 2009 site plan.

Grading and Drainage Plans. Public Works has reviewed the grading and drainage plans in accordance with the 2007 Amended Development Agreement #2003-201C. Although some minor changes are expected with the Civil Plans (water and sewer), Public Works Department finds the plans to be satisfactory.

Water. Water has been granted for this 132-unit project through December 31, 2013.

REVISED Development Agreement. A revised DA No 2007-201D which modifies the change in height from 45-feet to 49.5 feet and the provision for valet parking is attached for Resolution approval.

PLANNING COMMISSION RECOMMENDATION

On February 12 the Planning Commission voted 6:0 to recommend approval of this project subject to the below City Department Comments.

SUGGESTED MOTION:

1. **MOVE** to Adopt Resolution No. 3937-0943
2. **MOVE** to approve Site Plan Exhibit 'A' for the Boulders, A Prescott Retirement Center–A Planned Area Development SI08-002 and Grading Plan 'Exhibit 'E" subject to the City Department Comments in Council Staff Memo Dated 2/17/09 and 2/24/09.

CITY DEPARTMENT COMMENTS – SI08-002

The following City Department comments will all be addressed either at the time of Grading Permit or Building Permit approval:

Engineering Services

1. When Site Plans are approved by Engineering and Public Works, it is a conceptual approval only and shall not be construed as an approval to construct until the Civil Plans and Plats are approved.
2. We will need more dimensional info for circulation along with utility info at the North/West portion of the Assisted Living Parcel. It appears there may be a conflict with the existing power pole, telephone junction, access road and bridge. Please show how this will be addressed.
3. Owner information and easements shall be shown for the portion of the access road connecting Sun Street to your project and the access improvements to the adjacent residential parcel.
4. Civil improvement plan comments are noted below for ENG08-026 and ENG08-027.
5. There is significant amount of grading to prepare the site for the proposed structures. Erosion control and slope stabilization must be addressed on the civil improvement plans.
6. The project engineer (Civiltec) has made an application to FEMA for a Letter of Map Revision (LOMR) for the portion of North Granite Creek that encroaches into the site. As of this date, FEMA has not responded.

Fire Department

1. Required width of roadway shall be 26 feet. If sidewalk is to be part of this 26 feet, the sidewalk shall be at fire lane grade with no curb.
2. Add a fire hydrant in the island southwest of building 1.
3. Adjust turning radius into the canopy southwest corner of island.

Historic Preservation

1. A Class III Archeological Report is required prior to grading and site work.

Planning

1. Submission of the landscape plans for the Council Approval is for the concept only. Per the LDC, Tree Replacement calculations will be reviewed by Staff at the time of Grading Permit application, and the 80% screening / buffering requirement at the time of Building Permit application.
2. Label the site plan "A Planned Area Development".
3. If needed for the construction of this project, construction and maintenance and any other easements from the several property owners adjoining the proposed wall which abuts their property are to be submitted at the time of Building Permit Application.
4. A revised landscape plan to be submitted at the time of Building Permit Application which incorporates the following modifications:
 - A. Moderate to Fast growing overstory trees, a minimum of 3-inch caliper at the time of

Agenda Item: REVISED DA and SI08-002 The Boulders

planting, shall be planted in the residential buffer area along the western property line and the center parking island at the building entrance, in order to provide privacy protection for the single-family homes to the west. The 3-inch caliper size trees shall be the following approximate heights:

Conifers:

Blue	Ice	Arizona	Cypress	-	14'
Deodar		Cedar	-		10'
Rocky	Mountain	Juniper	-	8' to	10'

Deciduous:

Arizona		Ash	-		14'
Raywood	Ash	-	14'	to	16'
Chinese Pistache - 12'					

- B. Moderate growing overstory trees shall be included in the plant palette adjoining the apartment buildings along both the east and west sides of the building.
- C. Moderate to Fast growing overstory trees shall be included in the plant palette on the east side of the building.
- 5. All Department comments are to be met at the time of either Grading Permit and/or Building Permit Approval (as applicable).
- 6. The final site and grading plans submitted for Building Permit shall be in substantial compliance with Exhibits 'A' (site plan), 'B-1' & 'B-2' (building elevations), 'C' (wall treatment and landscaping), 'D' (landscaping), 'E' (grading plans) on file within the Community Development Department and Exhibit 'F' (Wall Height Presentation) dated January 29, 2009 on file within the Community Development Department, and Exhibit 'G' (Elevation Analysis).

Utilities Department

Sheet 2:

- 1. Public Utility Easements are not specified. The comments under the "Note" are not specific. The site plan has no reference to PUE boundaries.
- 2. The arrow pointing to the 8-inch water main at top of sheet is pointing to the wrong location.
- 3. The water main at the top of the sheet needs to be located so that future maintenance can be accomplished without interference with the underground water retention. Move water main placement further to the north.

Sheet 3:

- 1. All water service lines should call out diameter, meter and PRV.
- 2. All sewer service lines should call out diameter and backwater valves.
- 3. Public Utility Easements are not called out or specified.
- 4. Could not find a water service line for building number one.
- 5. Water and sewer line notation is not uniformly clear.
- 6. The fire hydrant west of building number two should be shortened back to the west so that fire line length is no farther than the back of curb and is contained within the PUE.
- 7. The sewer service for building number four should terminate in the sewer main not in the sewer manhole.
- 8. The City needs additional details and info regarding Canterbury Lane.

Agenda Item: REVISED DA and SI08-002 The Boulders

- A. Because of the poor condition of the existing sewer line that approaches this development from Whipple on Canterbury Lane; off site improvements are required to the sewer system. The existing sewer main is to be replaced from the existing manhole in Canterbury Lane to approximately 130LF to the south where the old clay pipe turns to ductile iron. These off site improvements need to be clearly shown.
- B. Detail is not clear for the water main connection on Canterbury Lane.

Utilities Department/Water Service Agreement

- 1. Pursuant to the Development Agreement No. 2003-201C, Resolution No. 3808, section 11, effective April 27, 2007, the City has agreed to allocate water for a maximum of one hundred thirty-two (132) dwellings totaling 46.2 acre feet (based upon .35 acre feet per unit). In the event that less than 46.2 acre feet of water are being utilized by December 31, 2013, then in that event the amount of potable water set aside for the Property pursuant to the Agreement shall be reduced proportionately and that unused portion shall be returned to the City's water portfolio.

Field-Ops- Solid Waste

- 1. See City standard commercial comments located in your P.A.C. handout.
- 2. Dumpster enclosures should be facing the same way so truck travels through the complex once.

**CITY DEPARTMENT COMMENTS - ENG08-026
Engineering Services**

Reviewer: John Lambert 777-1694/Dick Mastin 777-1273 Greg Toth 777-1622

Drainage Comments: See redline comments on plans and report;

- 1. Floodplain analysis (HEC-RAS) of both channels is required for existing conditions without the culvert/bridge and for proposed with the culvert/bridge is required. The 2, 10, 25 and 100 year flows should be used.
- 2. Please provide HGL for the outlet pipe and demonstrate that the underground pond outlet is not affected by tail-water for the 2, 10, and 100 year storms. Starting elevation should correspond with hydraulic analysis requested in above comment.
- 3. Pond release rates should be set at 90% of existing.
- 4. Please provide stage discharge and stage storage data. I could not find the information in the Pond Pack or TR20 analysis.
- 5. The four catch basins size and calculations for intake capacity not clearly shown. This includes drainage area, gutter flow-line slope, flow spread, basin flow depth, and basin length.
- 6. Revise plat to abandon all existing easements not used, and create the new easements when alignments and locations are finalized. Include open space, ingress/egress in favor of both parcels and all off-site documents/permission letters from adjacent parcels that will be required for this project to go forward.
- 7. Address all redline comments on plans, reports and documents or provide a statement as to why revisions are not necessary.

8. Structural engineering is required for all non-standard drainage structures (box culverts and bridges) along with retaining walls over 4ft.
9. More information and further investigation is required for the Whipple St. drainage connection, as shown it is not acceptable. Please arrange a meeting if necessary to discuss any of the above

Utilities

Reviewer: John Lambert 777-1694

1. Refer to redlines for specific comments and locations.
2. Revise waterline depth to minimize areas exceeding 3' minimum to 6' maximum criteria and location of water main to eliminate installation under bridge and box culvert. Suggest meeting with design engineer to discuss alternative alignments.
3. Refer to comments on ENG08-026 for comments regarding water and sewer reports.
4. Revise location of waterline to provide additional separation from underground storm drain detention.

Provide additional waterline connection to Las Fuentes 6" water main to north for additional redundancy and flow capability.

CITY DEPARTMENT COMMENTS - ENG08-027

Engineering Services

Reviewer: John Lambert 777-1694/Dick Mastin 777-1273/Greg Toth 777-1622

1. Engineering will need revised plat showing all abandoned easements not used and all new easements, PUE's and off site documents/permission letters etc. once utility alignments and locations have been finalized. Submit all the above info with next review or as soon as it is available
2. Structural Engineering is required for all non-standard or approved drainage details (box culvert/bridge) and all non-standard retaining walls, or CMU retaining walls over 4ft.
3. Address or comment back with explanations for all redline comments on plans, reports and documents returned for corrections.

Drainage Comments

1. Subarea flow paths, flow combinations, calculations, and locations are not clear.
2. Please provide HGL for all storm sewer pipes for the 2, 10, 25, and 100 year storms. Starting elevation should correspond with connecting outflow system.
3. The catch basins size and calculations for intake capacity is not clearly shown. This includes drainage area, gutter flow-line slope, flow spread, basin flow depth, and basin length.
4. Pond release rates should be set at 90% of existing onsite flow.
5. Please provide stage discharge and stage storage data.
6. Pond discharge pipe connection to existing dual 8" pipes is not acceptable. Please check connection to existing Whipple Street storm sewer.

Utilities

Reviewer: John Lambert 777-1694

1. Refer to redlines for specific areas requiring revision.
2. Connection of both water & sewer mains into Canturbury indicates potential for significant construction and separation conflicts. Suggest moving sewer into new trench toward center of road with water also moving as shown.
3. Show new proposed storm drain on utility profiles with new sewer/water shaded back on respective profiles.
4. Service line for all new and existing meters should be shown on plan view with appropriate callouts and details, including backflow protection.
5. Revise sewer report as redlined with additional information regarding anticipated flows compared to adjacent facilities.
6. Provide total and remaining capacity calculation of downstream collection main.
7. Provide location for pretreatment and/or grease trap facility for any kitchen facilities.
8. Revise water report as redlined for "C" factors, flow requirements and system capabilities, including effects on sprinkler design an/or fire pump requirements.

RESOLUTION NO. 3937-0943

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN AMENDED DEVELOPMENT AGREEMENT WITH ARCADIA HOUSING, LLC, (AS ASSIGNEE OF FOREST GLEN, INC., A NEVADA CORPORATION) OR ITS DULY NOMINATED ASSIGNEE, FOR CANTERBURY GARDENS SENIOR COMMUNITY, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, Arcadia Housing, LLC, (as the assignee of Forest Glen, Inc.) or its duly nominated assignee, is the owner of certain real property in the City limits; and

WHEREAS, the parties wish to enter into an amended Development Agreement, pursuant to ARS Section 9-500.05 relating to the development of that property, which amends and supersedes all prior Development Agreements; and

WHEREAS, it is in the public interest to amend the Development Agreement.

ENACTMENTS:

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

SECTION 1. THAT the City of Prescott hereby approves Amendment No. One to the Development Agreement with Arcadia Housing, LLC (the duly nominated assignee of Forest Glen, Inc.) or its duly nominated assignee (City Contract No. 2003-201C) attached hereto as Exhibit "A."

SECTION 2. THAT the Mayor and staff are hereby authorized to execute Amendment No. One to the Development Agreement which amends Section 7, Item B and adds Item E (Recorded at the Office of the Yavapai County Recorder, B-4502, P-648, Page 3 of 11 [AMND 4132464]) to read as follows:

"B. That the total number of units to be constructed on the Property shall not exceed one hundred thirty-two (132), rental and/or condominium units and that the height of any structure constructed on the Property shall not be in excess of forty-nine and one-half feet (49½)."

"E. Valet parking services shall be provided on site."

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this 24th day of February, 2009.

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

**AMENDMENT NO. ONE TO THE AMENDED AND REVISED
DEVELOPMENT AGREEMENT
CANTERBURY GARDENS
(CITY CONTRACT NO. 2003-201C)**

THIS AGREEMENT ("Agreement"), is entered into this _____ day of _____, 2009, by and between the **CITY OF PRESCOTT**, an Arizona municipal corporation (hereinafter "CITY") and **Arcadia Housing, LLC** (as the assignee of **FOREST GLEN, INC.**, a Nevada corporation or its duly nominated Assignee, (hereinafter "Property Owner"). Collectively City and Property Owner are referred to herein as "Parties".

RECITALS:

WHEREAS, Arcadia Housing, LLC, the assignee of Forest Glen, Inc., is the owner of certain real property in the City limits; and

WHEREAS, the City and the Property Owner entered into an Amended and Revised Development Agreement on March 27, 2007 (City Contract No. 2003-201C); and

WHEREAS, the parties wish to enter into an Amendment No. One to the Amended and Revised Development Agreement (City Contract No. 2003-201C), pursuant to ARS Section 9-500.05 relating to the development of that property which amends and supersedes all prior Development Agreements.

ENACTMENTS:

That the following sections of the Amended and Revised Development Agreement (City Contract No. 2003-201C) be amended to read from:

Section 7.B: That the total number of units to be constructed on the Property shall not exceed one hundred thirty-two (132), rental and/or condominium and that the height of any structure constructed on the property shall not be in excess of forty-five feet (45').

to:

Section 7.B: That the total number of units to be constructed on the Property shall not exceed one hundred thirty-two (132), rental and/or condominium units and that the height of any structure constructed on the property shall not be in excess of forty-nine and one-half feet (49½').

And adding new subsection E to Section 7 of the Amended and Revised Development Agreement (City Contract No. 2003-201C):

"Section 7.E: Valet parking services shall be provided on site."

All other terms and conditions of the previous Amended and Revised Development Agreement (City Contract No. 2003-201C) shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott
this ____ day of _____, 2009.

Arcadia Housing, LLC,
Assignee of Forest Glen, Inc.

JACK D. WILSON, Mayor

ATTEST:

ELIZABETH A. BURKE
City Clerk

GARY D. KIDD
City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this ____ day of _____,
2009, by Jack D. Wilson, Mayor of the City of Prescott, personally known to me or proven to me
on the basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged that he executed it.

[Seal]

Notary Public

Signed this ____ day of _____, 2009.

Arcadia Housing, LLC, as the assignee of Forest Glen, Inc., a Nevada corporation

By:
Name (printed) _____
Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this ____ day of _____,
2009, by _____, the _____, of Arcadia Housing, LLC, as
the assignee of Forest Glen, Inc., personally _____ known to me or proven
to me on the basis of satisfactory evidence to be the person whose name is subscribed to the
within instrument and acknowledged that (s)he executed it for the purposes therein contained
and, that (s)he has the authority to so execute.

[Seal]

Notary Public

MUSGROVE, DRUTZ & KACK, P.C.
ATTORNEYS AT LAW
POST OFFICE BOX 2720, PRESCOTT, ARIZONA 86302-2720

JAMES B. MUSGROVE
MARK W. DRUTZ
THOMAS P. KACK
SHARON SARGENT-FLACK
STACIE B. ROBB
CATHERINE L. SHUGRUE-SCHAFFNER
EMILY C. DOLAN

PRESCOTT OFFICE
1135 IRON SPRINGS ROAD
PRESCOTT, ARIZONA 86305

PRESCOTT VALLEY OFFICE
3001 MAIN STREET, SUITE 2C
PRESCOTT VALLEY, ARIZONA 86314

TELEPHONE
(928) 445-5935
(928) 445-5980 (FAX)

TELEPHONE
(928) 775-9565
(928) 775-9550 (FAX)

GRANT K. MCGREGOR (1959-2005)

File No. PV 593-1

February 5, 2009

SENT VIA E-MAIL & HAND DELIVERY

Planning & Zoning Commission
City of Prescott, City Hall
Council Chambers
201 South Cortez Street
Prescott, AZ 86303-3938

Re: Subject: *S108-002 The Boulders, A Prescott Retirement Center – A Planned Area Development*
Owners: *Forest Glen, Inc. or its duly nominated assignee*
Location: *910 Canterbury Lane (North of Whipple Street)*

Dear Chairman Wiant and Commission Members:

Attorneys for Las Fuentes Resort Village raised various issues regarding The Boulders retirement center in a letter submitted at the 11th hour. Most of the issues raised by that letter were addressed in the January 29th hearing before the Commission. Bill Spring was correct in his comment at the recent hearing that Las Fuentes' objection resembles *McDonald's* complaining about a *Wendy's* opening next door. This is graphically demonstrated by the Las Fuentes letter comments that the project is "doomed to failure" and will have a "negative impact" on the community. There have been three feasibility studies on The Boulders project, including one by HUD, all with positive results, demonstrating significant demand for senior retirement housing in Prescott. The negative impact alluded to by their attorneys, is simply rhetoric by a competitor. We will further respond to the Las Fuentes letter by section for sake of clarity.

Prior History: The "Prior History" section of the Las Fuentes letter is inaccurate in various areas. There were prior owners and prior development plans but there is only one effective Development Agreement, all prior Development Agreements having been rescinded, and that is the one dated March 27, 2007. That Agreement provides for: 132 rentals or condominiums; that the property be used for 55 year old plus residents; and that it include non-assisted living or a combination of assisted and non-assisted living. The current and only Development Agreement also provides for a height of 45' and specifies a formula for determining the required parking. Interestingly, the current and only

Development Agreement is quite similar in intent and terms to the first Development Agreement effected in November 1999, as reflected in the staff report. (It provided for 132 units of independent living or a combination of independent and assisted living.)

The previous site plan approved for this property was and is a condominium development. The present project is far superior to the approved condominium project in areas of site impact, building density, parking and traffic generated. The Owner has provided plans and elevations for The Boulders project to the City commencing in December 2007 and is proceeding as directed by City staff.

Opposition: The fact that Las Fuentes is fixed on the competitive aspect of this project is evident from the text of this section including Las Fuentes' statement that "The very issue of assisted living service raises numerous concerns." The "concerns" Las Fuentes raises relative to the assisted living vs. independent living are red herrings as is Las Fuentes' "conclusion that the owner has either not determined the exact scope of this project, or is unwilling to share that information with the City and neighbors." There have been six public meetings on the current Development Agreement and this project, and various staff of Las Fuentes were in attendance at several of them. The plans, elevations and documents submitted to the City and available to the public are quite clear as to the nature and scope of this project. The owner has even produced full architectural renderings and interior floor plans of various common areas. Indeed, Las Fuentes' assertion that the development components are unclear is belied by the fact that Las Fuentes was aware there are 88 independent living units and 44 assisted living units in the development.¹ Incidentally, Las Fuentes would know that connecting walkways between the buildings are enclosed with glass walls and heated and air conditioned if they had bothered to investigate.

Licensing: Licensing is controlled by the State of Arizona and is not relevant to the City's decision regarding site approval. However, the management company hired by Owner is licensed in Arizona and several other states.

Parking: There is sufficient parking on site. The parking provided conforms to relevant requirements, including the formula set forth in the Development Agreement.

The owner's architect, Mr. Larry Meeks, has experience on these types of projects across the United States. He made it clear in the Commission Hearing that valet parking to be provided is consistent with the trend in the industry. Mr. Bill Spring confirmed that valet service is a selling point for residents and, thus, will be provided and that he would agree to inclusion of provisions in revisions to the Development Agreement to provide valet service.

¹ Similarly erroneous is the comment that "It is also not clear the exact nature of the units."

Height Limit: The present Development Agreement provides for a 45' height limit. Owner is seeking an additional 10% or 4.5 feet to accommodate the roof design extension of the building. This design presents the more expensive but far more attractive sloped roof view facade and dormer elevations rather than a flat line parapet wall edge. This, in conjunction with the various balconies, stepped elevations and architectural features of the buildings, renders this project far more aesthetically pleasing than previous plans. Indeed, a comparison of this design to the previous monolithic condominium design demonstrates that the present design, including see through elevated walkways, presents a far less imposing view than the previous approved design. Owner has expended and/or contracted for in excess of \$700,000 in proceeding with these plans due to the understanding, dating back to December 2007, that the adjustment would be allowed.

The height adjustment allows for a superior design and does not impact Las Fuentes. Las Fuentes lies to the northwest and, due to its topography, substantially below the level of The Boulders project. Neither the project, nor its height, materially impairs any "view" from Las Fuentes.

Density Open Space Residential Buffer: This project has been approved for 132 units since 1999. The open space under the present design has shrunk somewhat due to new Fire Department requirement for 360° fire lane access around the onsite buildings. However, present designs still provide 46% open space, 21% more than the code required open space of 25%. The Fire Department's extra loop road requirements will cost the Owner between two and two and one half million dollars in extra site prep, landscaping work and paving. That site prep will include retaining walls that are stepped and landscaped. It is noteworthy that the landscaping to be provided exceeds code requirements in density and size of and materials used. Per the landscape code section, landscaped buffers are subject to variation and adjustment by the Development Director or Council when appropriate due to topography/elevation variations from neighbors on a site.

Traffic & Access: The City traffic engineer, Ian Mattingly, spoke at the hearing and clarified that the City had twice studied the traffic impact on Canterbury Street had found that a stop light is not required even if condominiums were built. The traffic impact will be far less with the senior living, including 1/3 assisted living, as planned. Sun Street is a public dedicated road and, unmentioned by Las Fuentes is that it has full access to and use of Sun Street for traffic and parking. On the other hand, the connection between the project to Sun Street is only to provide secured (chained) emergency fire access to The Boulders. The only other use sought for Sun Street is during the construction process. This will shorten the construction timeline of the project and other neighbors have voiced their support for this access for this purpose.

Federal Funding: Las Fuentes objected to inclusion of the notation in the staff report that Federal funding is available for The Boulders project. This information is pertinent because it tells the Commission that, after more than one developer and almost a decade, the project is poised to go forward. More importantly, the Owner has a deadline in April 5, 2009 in which to present full



Planning & Zoning Commission
City of Prescott, City Hall
Council Chambers
February 5, 2009
Page 4 of 4

municipal approvals and full bids (based on those approvals) to the Federal government so that the funding may proceed. Las Fuentes' 11th hour letter caused the type of last minute delay obviously intended that, if compounded, will derail this project.

Other Issues: Las Fuentes' concerns in this section are also misplaced. This project does not require any easement Agreements temporary or otherwise by or with Las Fuentes.

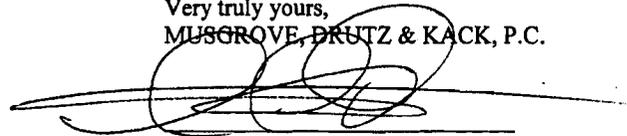
Las Fuentes' reiterated assertion that Owner has not made a commitment to a senior living project is simply wrong. It is this commitment and plan that will cause the competition to which Las Fuentes actively objects. This commitment has been apparent in the expenditure of hundreds of thousands of dollars in plans and consulting work and obtaining financing, all designed to bring this senior living project to fruition.

The alleged lack of notice is a red herring. There have been six (6) public meetings over the last two years, three on the Development Agreement and three on the plans. Notices are mailed to LFRV's address of record and City paperwork reflects notice given to LFRV at that address for the recent hearing. Regardless LFRV is aware of the project and had and has the ability to review plans and records on the same.

Conclusion: The Owners have expended and contracted to expend in excess of \$700,000 in plans, feasibility studies, and consulting to progress to the present point. This project has evolved over time and the present plans present an aesthetically pleasing and fully integrated project that is heads and tails above the previously approved site plan. This project will be a credit to the community and inject much needed business activity and real estate and rental tax revenue at a time of stagnation.

Owner respectfully requests the new site plan be approved.

Very truly yours,
MUSGROVE, DRUTZ & KACK, P.C.



Thomas P. Kack, Esq.

TPK/djh

cc: Mike Bacon
Tom Guice
George Worley
Bill Spring

Z:\TPK\FORMS\ADMIN-OFFICE\Letterhead.doc

Jennings
Strouss **RECEIVED**

Jennings, Strouss & Salmon, PLC
Attorneys at Law

201 E. Washington Street,
11th Floor
Phoenix, Arizona 85004-2385
Telephone: 602.262.5911
www.jsslaw.com

JAN 29 2009

CITY OF PRESCOTT
COMMUNITY DEVELOPMENT

Janet B. Hutchison
Direct Dial: 602.262.5945
Direct Fax: 602.495.2638
jhutchison@jsslaw.com

January 28, 2009

Via Facsimile (928) 777-1258 and Via Federal Express

Planning and Zoning Commission
City of Prescott
Council Chambers
City Hall
201 South Cortez Street
Prescott, Arizona 86303-3938

Re: Subject: S108-002 The Boulders, A Prescott Retirement Center - A
Planned Area Development
Location: 910 Canterbury Lane (north of Whipple Street)

Dear Chairman Wiant and Commission Members:

This Firm represents L.F.R.V., L.L.C. and its property, Las Fuentes Resort Village, and lodges these protests, comments and concerns with you in regard to application S108-002, site plan review for the Boulders, a Prescott Retirement Center, a planned area development ("Boulders"). The site of the proposed development is located at 910 Canterbury Lane (north of Whipple Street) and is comprised of approximately 6.27 acres (the "Boulders property"). Our client's property, Las Fuentes, comprises over 16 acres and is located on the north boundary of the Boulders property.

The application/request is yet another proposed redesign of the site plan and building configuration for the Boulders property. This site plan, however, is fraught with major problems so severe that it is most likely doomed to failure and clearly will have a serious negative impact on the community.

We urge the Commission to carefully review this application, the history of attempted development of this property with its challenging terrain and consider the "pronounced changes" being advanced in this site plan. If considered, it will be clear that this site plan is neither an improvement nor in substantial conformance with prior actions of the Prescott City Council. While the staff report glosses over or completely ignores the material deviations and the obvious pitfalls with this site plan, this Commission must carefully consider these problems and, in the best interest of this community, deny this application.

Phoenix ▶ Peoria ▶ Washington, D.C. ▶ Las Vegas

3201303v1(99999.8)

The staff report indicates that the current application is superior to the 2003 site plan, apparently because of the architectural design of the buildings. The report also acknowledges, however, while appearing to ignore, the "pronounced changes" in the proposed site plan. While reciting that the applicant says the site plan is in substantial conformance with the 2003 site plan, the staff report does not include staff's analysis of this issue. In fact, there are many material differences which result in applicant's requests for substantial variations from prior orders and the Development Code. The application should be denied.

Prior History

The Boulder's property has been the subject of several other development proposals and rezoning applications. It has been the focus of development interest since its initial rezoning in December, 1999 via ordinance which was subject to the provisions of a Development Agreement 99-223.

Prior to 1999, the Boulder's property was zoned RA-9.¹ That zoning would have allowed 28 lots on this rather challenging site with steep elevation changes. The revisions being proposed at this time appear to allow for 132 units, representing a density increase almost triple that of the original zoning.

During 1999 and 2000, the prior owner of the Boulder's property presented the City with two separate but related proposals for development of the property. Those proposals resulted in rezoning the property. An associated development agreement was approved at that time and given number 99-223A. According to our understanding, that development agreement provides for the construction of either a 132-unit assisted care facility, or an 85-unit age restricted condominium project. That agreement also included a condition that if either project was not constructed within 5 years (by 4/11/05), the zoning would revert to RA-9. Interestingly, it is believed that a review of that original rezoning file will reveal that the owner justified to the City a rezoning from RA-9 to RC on the basis of an argument that 28 homes on this site would produce too much traffic and be a safety concern. The preferred solution was to build an assisted living project which they claimed would generate less traffic than the homes. Now, the owner proposes a 132-unit apartment complex and assisted living center component but merely indicates that traffic should not be an issue.

In the summer of 2002, the owner sought to rezone the Boulder's property to Residence C (PAD). That application also sought amendment to the development agreement to permit 50 lots on this 6.27 acres. That proposed project included an "affordable housing" element consisting of 10-15 of the 50 lots. After opposition at the Council level, it is our understanding that the 2002 proposal was withdrawn.

In the summer of 2003, it is our understanding that the owner sought to return to the concept of an 85-unit apartment complex for senior residents of over 55 years of age. The documentation regarding that proposal did not provide sufficient information to understand exactly what the owner was attempting to do. Our understanding, however, was that the documentation made reference to a "minor component" of assisted care and further indicated that van transport would be a key service of the project. There was no actual specificity, however, regarding use.

¹ Referred to by staff as SF-9.

Opposition

The current proposal appears to again return to the earlier concept of some portion of an assisted care facility. This proposal, however, is for a 132-unit project but with reference to only a "minor component" of assisted care.² The remaining portion of the project would apparently be independent units. The independent section of the project consists of two residential buildings each with 44 units (for a total of 88 units) and a recreation center building. The buildings are proposed to be connected with a covered but not enclosed walkway.

The very issue of assisted living service raises numerous concerns. Even a minor component of an assisted living service requires licensing by the Department of Health Services of the State of Arizona. Further, the applicant and staff appear to intimate that residents will not be independent driving seniors.³ These two statements are contradictory. The lack of detail leads this neighbor to the conclusion that the owner has either not yet determined the exact scope of the project, or is unwilling to share that information with the City and its neighbors.

A. **Licensing.** As indicated above, an assisted living service requires licensing. Accordingly, if there is any component to this project which is "assisted living," the proposed development agreement must be revised. The agreement should provide that this is a "***licensed*** assisted living facility." This is extremely important as unlicensed living facilities in Arizona are a continuing problem. Not only do these facilities not conform to care requirements but they are a danger to their residents. The City should assure that this project is legitimate and meets the mandatory licensing requirements. If there is no assisted living component, this should be specifically stated in the application and in the development agreement.

It is also not clear the exact nature of the units. It is believed that the development agreement called for residential units and the preliminary plat was for condominium units. Later revisions appear to propose a senior apartment complex. At this time, however, the applicant indicates that these will be apartment units and assisted living units. There is no indication in the documentation provided to us regarding how the "units" will be managed and maintained. At this point in the process, the applicant should know and disclose if this is an apartment complex, senior assisted living project or something else.

B. **Parking.** The most critical issue necessitating denial of this application is the parking component. This application indicates that it is eliminating the underground parking component and, instead, constructing substantial surface parking. This change is certainly cheaper for the applicant but extremely detrimental to the future residents and the community. A review of the site plan reveals that the majority of this surface parking is located in the north western corner of the property a huge distance from the independent living buildings. In fact, for the south "independent living" building of 44 units (and perhaps meant to serve both independent living buildings with 88 units total), there appear to be only 5 regular spaces and 2 handicapped spaces! Where are the residents going to park and what do they have to do to get to their parking? Developers of senior housing should

² The documentation indicates that only 44 of the 132 units would be assisted care, all housed in one building along with attendant food service and other amenities. Interestingly, other documentation indicates that they will address food service for the buildings at a later date.

³ Our client has substantial experience in the senior housing market. Quick research would reveal to staff that the majority of independent living seniors drive.

be fully aware that parking access is more important for a senior citizen than any segment of our society. The prior planned underground parking was a much better plan for residents of this project, and for the neighbors. Further, making a mistake like this is a fatal flaw which can never be corrected and can doom a project.

C. **Height Limit.** Another major problem with the proposed use is the request, once again, for a new, higher height limit. As disclosed in the staff report, the building height limit in 2003 was 40 feet with a 45-foot request for one specific small area. The current application seeks 49.5 feet, a substantial deviation from the original request and the Code. In fact, the Development Code provides that the maximum building/structure height in MF-H zoning is 35 feet. The applicant is, therefore, requesting a huge variation from the requirements, an almost 41.5% increase. Interestingly, this variation was not disclosed to the neighbors at the meeting but was only disclosed by the engineers after the meeting.

D. **Density, Open Spaces and Residential Buffer.** Another major problem with the proposed project is the excessive density. The subject property particularly with its typography is not meant to support the requested density. Further, and importantly, the request seeks to reduce the amount of open space and landscaped area and instead substitute roadways. In fact, the proposed site plan increases the road area (asphalt) by over 14% and substantially decreases undisturbed open space and landscaped open space.

Further, the revised site plan offers only a 10 foot 4-inch residential buffer with 1 retaining wall of varying heights. Under the 2004 Development Code, the required minimum landscaped buffer would be 24.75 feet from the western property line for the proposed 49.5 foot tall Building #1. While the prior Zoning Code setback was about 23 feet with no landscaped buffer except a 5-foot parking lot setback, the proposed site plan should be carefully reviewed for its decrease of open space and development closer to neighbors than known to be good planning.

E. **Traffic and Access.** Traffic and access are major concerns.

1. **Traffic.** The primary concern with the proposal is its potential serious impact on the surrounding community. The proposal indicates that access will be by way of Canterbury Street. While there have been previous concerns by the City, the applicant indicates that traffic through the one access point is not a problem. The idea that a 132-unit residential project with support services which include kitchen staff, attendants and health care workers will not increase the traffic on Canterbury is ludicrous. Further, while the reports indicate that traffic will not go between Canterbury and Sun Street, the largest parking areas are directly off Sun Street Drive.

2. **Access.** Further, access is a huge issue and concern. The staff report indicates that access will be through the one private driveway entering from Canterbury Street. The report then indicates that Sun Street will be gated as an emergency egress/ingress only. The report further indicates that there will be no through traffic from Canterbury to Sun Street. However, the driveways that circle the buildings on the plan go from Sun Street to Canterbury Street. The report indicates that an alternative would involve closing the Sun Street entrance to the parking lot and moving this entrance to the northern property line. "The parking lot would then access the Las Fuentes driveway."!! Our client has not been contacted regarding this issue, has not received information regarding the applicant's desire for access to the Las Fuentes property and does not desire a full drive at Sun Street or across its property.

3. **Construction Traffic.** Further, the applicant has asked to have construction traffic utilize Sun Street. Accordingly, it is clear that Sun Street is not envisioned to be a gated emergency egress/ingress. In fact, the residents of the Sun Street area will be forced to suffer with continual traffic through an open access point while construction workers, large trucks and heavy construction vehicles access through their neighborhoods. Not only is this a horrible idea and disruptive and dangerous, it is seriously doubted that Sun Street can accommodate such traffic.

It appears that the developer has not adequately studied, or addressed the impact of the project on traffic and access issues relative to the project.

F. **Federal Funding.** The staff report indicates in the beginning of the report that this project has now received "federal funding" and is ready to proceed as a Planned Area Development. This statement raises serious concerns. When did funding become a material component to the City's approval? Is the City expected to approve any project that has funding? Further, this neighbor is unaware of any direct federal funding. While staff indicated verbally that the applicant has HUD financing, such financing is not direct federal funding. Either the applicant has not fully disclosed evidence of "federal funding" or staff has not fully investigated this issue.

G. **Other Issues.** The staff report refers to some "separate agreements" with neighbors. The report does not, however, identify the nature of those agreements or indicate with whom the agreements have been made. Such information should be disclosed. Finally, the staff report and the utility department report discuss certain utility related issues with the site; however, the staff does not specifically include the sewer issue in its recommendation. The developer must be required to do all work necessary for development of the site and must specifically do all off site improvements for the existing sewer line(s).

L.F.R.V. is the bordering neighbor. It will be impacted with any project on the Boulder's property. It will, however, be severely impacted if the City allows a poorly planned project to proceed. If this applicant truly desires to develop a senior living project, the commitment to that project should be revealed to the City in an explicit outline of the project.

Lack of Notice

It should be noted that despite being the largest neighbor in the area and the bordering property, Las Fuentes was not given notice of the area meeting and was not included in that meeting with a group of neighbors. Further, Las Fuentes does not receive notice of the upcoming hearing before the Commission. Notice was not provided to Las Fuentes even despite the fact that Las Fuentes sent the City a request for any such notices and included its proper address just last year. This letter, therefore, is intended as a protest pursuant to the Development Code, City of Prescott and any and all applicable ordinances, statutes and laws, and invokes all requirements including voting requirements therein.

L.F.R.V. sincerely requests that the Commission deny this application and request. The City has the right to request full information and the neighbors deserve this information. People of Prescott look to the Commission to make sure that its City is planned with a view to the future. This site plan is requesting approval of a project with which the City and the community including specifically the surrounding neighbors will have to live

with for many years. As currently structured, however, the project creates numerous problems in the neighborhood and sets a precedent to allow other developers and owners to fail to meet their commitments to the community.

Again, we respectfully request that the Commission deny this request. We further request that this letter be made part of the record in this matter.

Very truly yours,

JENNINGS, STROUSS & SALMON, P.L.C.

By

Janet B. Hutchison (tv)
Janet B. Hutchison

JBH/tv
cc: Community Development Director

The Boulders at Prescott

Arcadia Independent Living LLC and Arcadia Assisted Living LLC

Rezoning Application Hearing Narrative

Proposed Uses, Residential Types and Densities

The Boulders at Prescott Housing project is proposed as a 132 unit mixed use multi family senior apartment development. The Arcadia Assisted Living section will encompass one building that will house 44 units of assisted living apartments along with attendant food service and other amenities. The Arcadia Independent Living section will consist of 2 residential buildings each with 44 units and a Recreation Center building with various offices and amenities (welcoming entry, movie room, exercise room, coffee counter, etc.) that will be the central focus of the development. All buildings will be connected with a weather protected aerial walkway such that an individual could progress from the far end of one building, through the Recreation Center, to the far end of the farthest opposite building at the same elevation.

This project unifies parcels 116-19-017, 017A, 017B, 021B & 022 into two separate parcels: one for Arcadia Independent Living LLC and one for Arcadia Assisted Living LLC. The street address for the Assisted Living building (Building 4) is to be 918 Canterbury Lane. The street address for the Recreation Center Building is to be 916 Canterbury Lane and the street addresses for the two Independent Living buildings are to be 916 & 914 Canterbury Lane. Final proposed density for the 132 units over the 6.27 acre site is 21 units per acre.

Building and Parking Locations, Access, Landscaping, Topographic Conditions, Building Heights and Screening Proposal

The buildings will be located on the site as shown on the site plan. Final building locations were sited to accommodate the requirements of the Fire Department for 360 degree access. Buildings were also sited to protect the maximum amount of native open space possible.

The main parking area for the project is along the west leg of the site down toward Sun Street. There is also parking around the buildings in designated areas for handicap and employee parking as well as visitor parking. Parking volumes are discussed in the Provisions for Parking Spaces section later in this narrative.

Landscaping on the site is being designed to blend with and enhance the natural vegetation and exposed rock outcrop acreage that will be preserved. The designated open space areas will be fenced to keep construction activities from impacting or damaging any of the existing vegetation or rock outcrops. The look of the site from the neighbors' perspective will be as natural as possible. The retaining wall along the westerly property

line has been designed with an enhanced aesthetic appeal for the neighbors along this side of the property since the retaining wall will be constructed along the property line to serve as a boundary wall as well. This wall has been minimized in height to avoid an overwhelming look. The majority of all tall retaining walls are inside the site only visible to the residents and visitors to the site or to the commercial area to the south along Whipple Street. Wall landscaping enhancement is discussed in the Features Requesting Modifications from the Land Development Code / Residential Protection Standards section later in this narrative

The parcel is "L" shaped with the two major legs pointing west and south. The buildings will be constructed in the central area where the legs meet and down the southern leg. The topography is relatively steep (6 to 12%) with the parcel draining down each leg from the center. Within the areas of the parcel being disturbed there is a vertical elevation difference of approximately 55 feet from behind the Recreation Center building to the bottom of both the west and the south legs of the parcel.

The original Development Agreement and building layout had many large cuts on the site with the main facility at the center of the site. The original agreement and plan was mostly an excess excavation export job. The new plan attempts to use the topography of the land in order to limit the cuts and fills on the site by stepping the buildings and situating them in a fashion that takes the most advantage of the difficult terrain. The proposed current plan is close to balancing the earthwork on the site, provided that an approval to process the excavated material for reuse as backfill and structural fill is received from the City.

The current proposed planning for the buildings is for 4 separate buildings with variable roof elevations. This was done in order to minimize the impact to the viewshed for the adjoining property owners. The overall impact to the viewshed for the current proposed development is in substantial compliance with the previously approved 2003 proposed development.

Building heights are held to 49.5 feet for the three residential buildings with the central Recreation Center building being less than 35 feet. This conforms to the conditions set within the project's development agreement and in compliance with the City of Prescott Land Development Code Section 9.16.2. These heights also are in substantial compliance with the previously approved development plan of 2003 for this site. The previous 2003 site plan utilized a single monolithic structure. The current site plan calls for 4 separate structures. The central Recreation Center structure is only 2 stories. The three residential structures are all split level stepping down the hill conforming to the natural terrain. It is felt that the separation of the structures and the lowered central Recreation Center structure actually improves the visual look of this project for the adjoining property owners relative to the previously approved 2003 site plan.

The entire site is 6.27 acres. Of this acreage; the buildings encompass 1.14 acres (18.2%), the paved surfaces (asphalt and concrete) encompass 2.24 acres (35.7%), the landscaped

disturbed areas encompass 1.78 acres (28.4%) and the natural vegetation/rock outcrop areas encompass 1.11 acres (17.7%).

Compatibility with the Surrounding Area

There is a similar development (Las Fuentes Care Center) immediately adjacent to the north of the proposed project. There is commercial development along the Whipple Street – Canterbury Lane frontage portion of the proposed development. The remaining portion of the existing neighborhood is a quiet residential one and the quiet nature of the senior apartments and assisted living should blend in well. The enhanced aesthetics of the property line wall along with the landscaping placed along the property perimeter as well as throughout the site, including the 5 areas of maintained natural open space spread throughout the site, also help to make this proposed residential development compatible with the surrounding area.

Conformity with the Policies, Goals and Objectives of the General Plan

The project as proposed is in full conformance with the policies, goals and objectives of the General Plan. There is a known shortage of senior and assisted living residences in the area and this development helps to fill that need of the community in a responsible and aesthetically pleasing manner.

No Adverse Affect on Adjacent Development

There will be no adverse affect to any neighboring properties surrounding this site. All new construction will be taking place within the limits of the property or will be mitigated by the developer through agreements with adjoining property owners.

Preserved open spaces and additional new landscaping will be used as a buffer for neighbors and to enhance the overall look of the project. The developer is committed to working with the adjoining property owners to accommodate their desires and mitigate their concerns as best as possible. The boundary/retaining wall along the western edge of the southern leg will be architecturally enhanced with the use of multi-colored multi-textured block. The developer commits to providing additional landscape planting on each individual adjoining lot along the west wall if desired by the property owner. Noise, except during the temporary construction phase, and excessive vehicle traffic will not be an issue given the type of community that will inhabit the facility. The viewshed for adjoining properties has been protected to the greatest extent possible through the use of split elevation buildings and separation between individual buildings rather than the development of a single large monolithic structure as previously approved in 2003.

Access to Public Street

The main entrance will be in the south leg from Whipple Street via Canterbury Lane. An emergency only entrance to the site off of Sun Street at the bottom of the western leg will also be constructed. This entrance will be chained/gated off with signage allowing

emergency access only. City of Prescott staff has acknowledged that the anticipated traffic generated by this site will be adequately served by the single access off Whipple Street.

Handicapped accessibility to all buildings is available from the handicapped spaces as well as from almost all of the regular parking spaces around the buildings.

Provisions for Parking Spaces

The Development Agreement for this project required parking at the rate of 1.0 space for each independent living unit and 0.5 spaces for each assisted living unit and 1.0 space for each staff person at maximum staffing levels. The City Land Development Code for handicapped parking also required, for the number of total parking spaces for this development, that 5 of the total spaces must be handicapped with at least one being van accessible. The total parking requirement is 127 total: 110 resident; 17 staff; 5 handicapped (2 van accessible) distributed and included within the 127 total.

The project proposes 127 total parking spaces. Handicapped spaces for cars will number 3 and van accessible handicapped spaces will number 2 for a total of 5 handicapped spaces. There will be 122 regular sized parking spaces. All handicapped and 42 regular spaces will be distributed around the four buildings. A major parking area down the west leg toward Sun Street provides for an additional 80 regular parking spaces.

While the project is providing for 127 total spaces broken down as explained above, it is anticipated that the parking spaces for residents will be significantly underutilized. Experienced managers of this type of facility state that approximately 10% of residents in assisted living use a parking space for their privately owned vehicle. Using this percentage, the project anticipates an average of 20 parking spaces remaining open and usable for visitors and other temporary parking needs.

Provision of Adequate Water Supply and Sewer Service

Water and Sewer service is to be supplied by the City of Prescott. Water supply is available pursuant to the Development Agreement.

A proposed public water system water loop, as requested by the City of Prescott, is being proposed and will be constructed as part of this project. This loop will not only provide adequate domestic and fire flow service to the proposed development but will also serve to improve the pressures and water flow availability throughout the entire neighborhood thereby improving the City of Prescott's system in this area. The loop will tap an existing 6 inch water main in Sun Street and an existing 6" water main in Whipple Street.

An existing 8" sewer main that provides service to this project's property is old and in bad shape. This project will connect to this sewer main. Upon the request of the City of Prescott this project will also reconstruct the portion of the existing line off site between

the property line and Whipple Street down Canterbury Lane thereby improving the City's sewer infrastructure serving the adjacent properties in this area also.

Provision of Adequate and Effective Drainage

Drainage on this property splits along the central ridge with approximately half flowing down to the south toward Whipple Street and half down to the west toward the wash near Sun Street. The drainage on the site has been enhanced in that the water that now flows off the site onto adjoining residential properties to the west will now be captured and remain on the site and will be discharged either to the south into the City's storm water system or the west directly into the existing wash. Both drainage basins (south and west) will have adequate detention designed to City standards.

Provision of Adequate Public Improvements

The nature of this development (senior and assisted living) lends itself to the quiet centrally located facility proposed for this project. Proximity to existing medical, commercial, educational and recreational facilities from the main entrance off the Whipple Street corridor means this development has provided its residents with adequate public improvement accessibility.

Features Requesting Modifications from the Land Development Code

The following features of the project require modifications from the existing City Land Development Code in order to be successful or in order to not conflict with other provisions of the Code. These features/requests are found in the following sections.

Easements: Each newly created parcel (Assisted Living and Independent Living) shall have access and parking cross-easements created to provide for legal access between and amongst all buildings. All new utilities will be installed in newly created Public Utility Easements. All existing utilities that are to remain will have their existing blanket utility easements eliminated and replaced with new PUE's. All easements will be described in a manner approved by City staff and will be recorded and noted on a Record of Survey also recorded at the Yavapai County Recorders Office.

Retaining Wall Height: Section 6.8.4.D of the City Land Development Code specifies a maximum wall height for any single wall of 8 vertical feet. In order to maximize the protection of natural open space with native exposed rock and mature vegetation (Section 6.8.4.C) on this site, of which there are 5 separate areas so proposed, a small percentage (approximately 10% to 15%) of the necessary retaining walls need to be greater than 8 feet. These walls will be masonry walls developed within the style and color palette of the landscape and building architecture and will be between 8 and 13 feet tall. Only one of these wall's faces will be visible from the exterior of the property and this wall face is towards the commercial area to the south along the Whipple Street entrance. All other masonry retaining walls greater than 8 feet will be visible only to the interior residents of the property. These walls not only minimize the amount of excavation and cut/fill slopes

to protect the natural open spaces of the site by accommodating the split levels of the buildings but, by stepping the roof lines of the buildings, the viewshed of the adjoining uphill properties is also protected to the greatest extent possible. Fire department access to all sides of all buildings was also maintained due to the use of these taller walls without encroaching into the preserved open spaces.

There will be two short sections (approximately 30 feet in length) that will be cast-in-place reinforced concrete retaining walls that will be between 18 and 22 feet tall. These walls will be adjacent to each side of the Recreation Center building and are needed to accommodate the split level of the Recreation Center building which has 16 feet between the first and second floors. These tall walls will also be visible only from the interior of the property and tucked between two buildings.

Residential Protection Standards: A request for a modification to the strict interpretation of Section 6.13.4.B is requested. The rationale again is the protection of natural open space per Section 6.8.4.C and the accommodation of fire department access on all sides of all buildings. This request impacts the three residential properties along the western side of the southern leg of the site.

In return for a reduction in the full width of non-paved landscaping required by the Code and City staff the project proposes an enhancement to the landscaping width that is available. This landscape enhancement is to consist of additional number of vegetation plantings (trees and shrubs) as well as the incorporation of larger caliper trees than what is called for in strict interpretation of the Land Development Code. The retaining wall along this portion of the project will be limited to between 4 and 6 feet tall. These masonry walls will be enhanced with multi-colored and multi-textured block and with stone veneer at the property lines. In addition to the style and color palette matching the landscape and building architecture the face of this wall will also be enhanced with the attachment of a steel mesh between each property corner centered on the lot. This steel mesh would accommodate a climbing plant if the property owner so desired to plant and maintain such vegetation. Otherwise the mesh will serve solely as a visual break in the face of the wall using contrasting color and texture. The developer commits to installing plantings on the adjoining property below the wall if desired by the property owner to further enhance the aesthetics of this boundary/retaining wall. These plantings would be maintained by the property owners.

Above the exterior boundary wall, in the 9 foot wide area between the exterior boundary/retaining wall and the top vehicle light screen wall, the project proposes enhanced landscaped vegetation fully maintained by the project. This vegetation will be installed at greater than the minimum required by the City Code for number and size of plantings. The final quantities and sizes will be determined in consultation with City staff.

Beyond this heavily landscaped buffer a short 3 foot tall wall will be constructed that will define the far edge of the landscaping. This wall will shield the homes adjacent to this side of the property from light from vehicle light trespass.

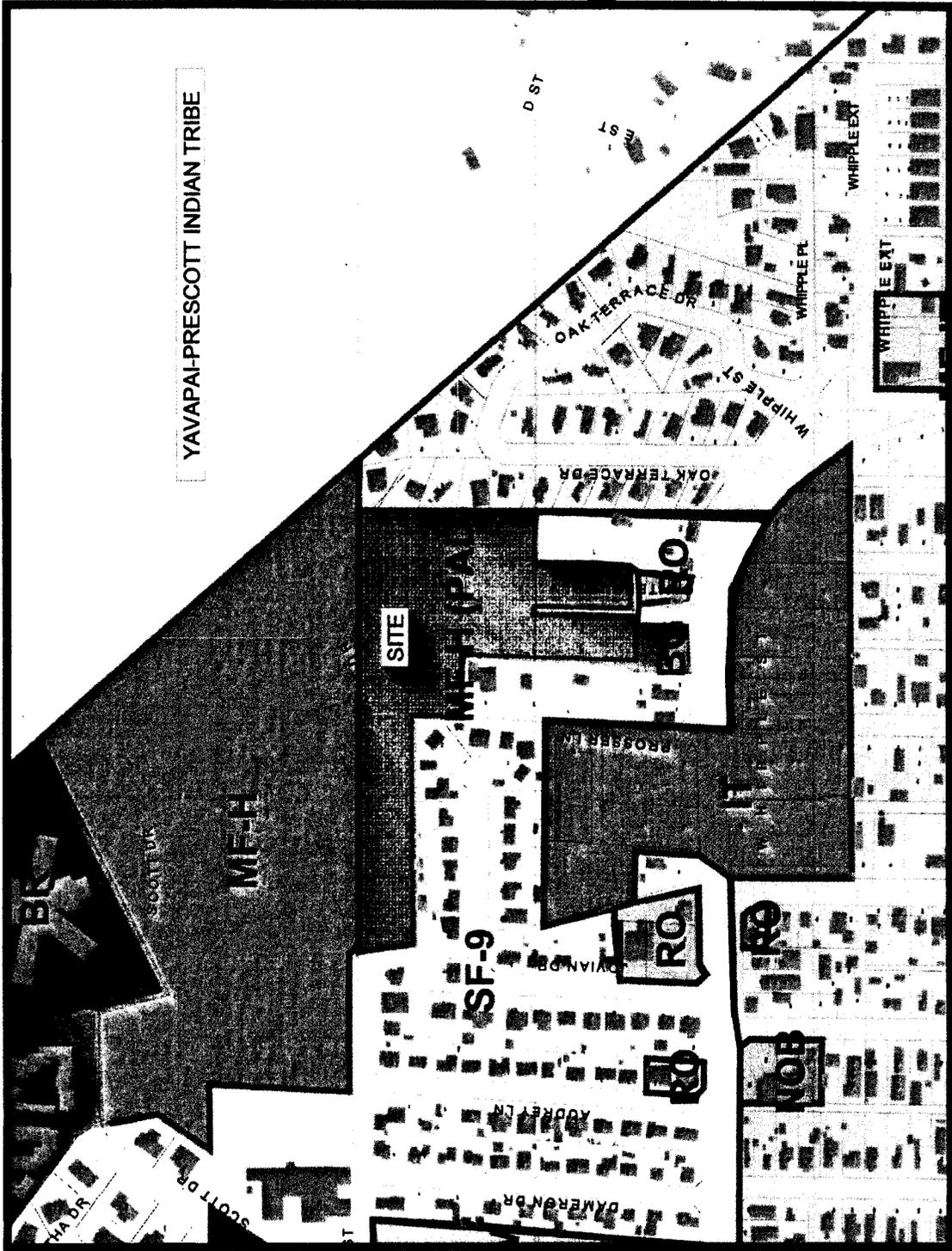
Conclusion

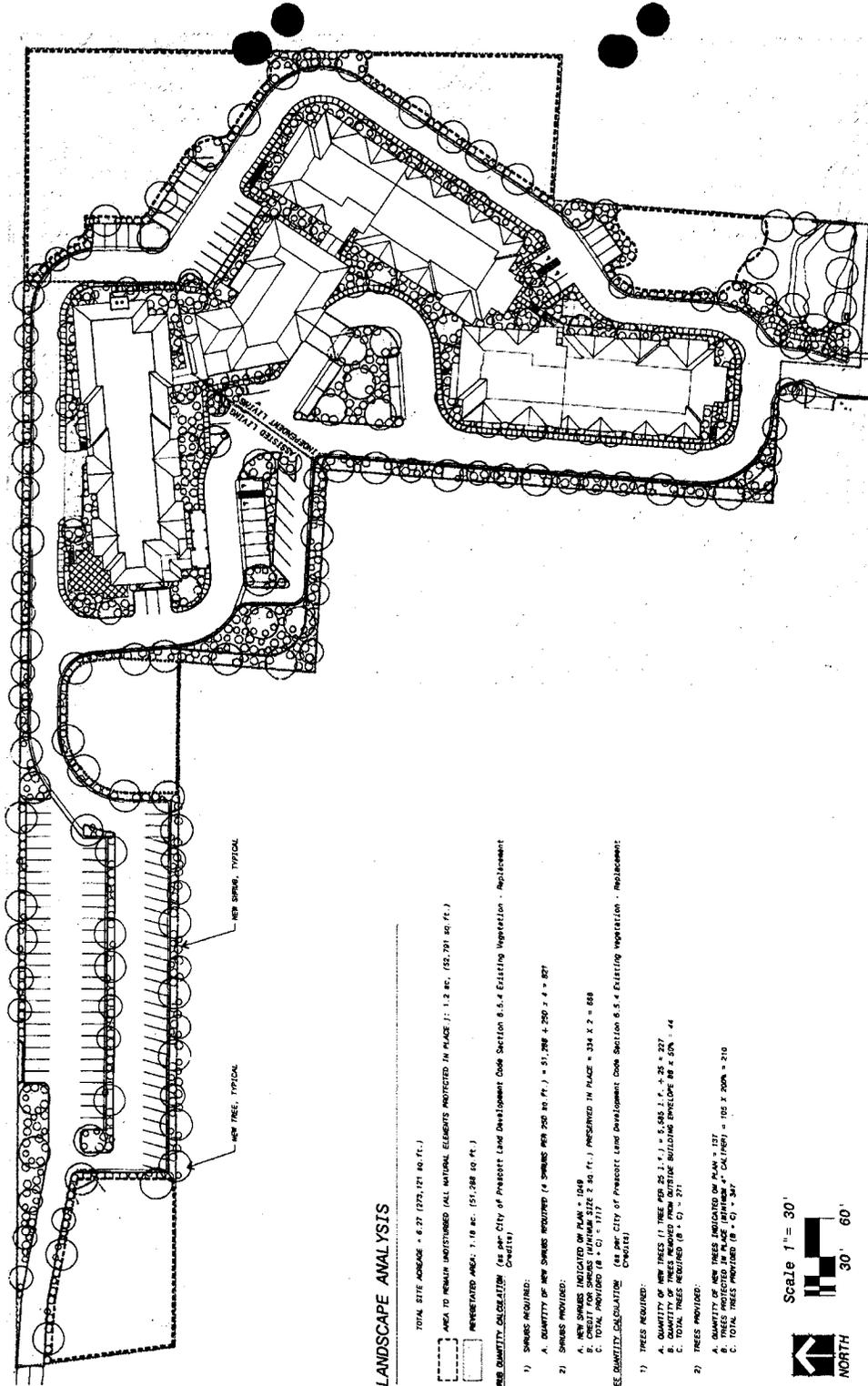
It is felt that the intent of all applicable City Code sections are best met by the proposed site plan. The proposed site plan develops a nicely landscaped multi level buffer that follows the natural topography while simultaneously protecting a series of natural open space areas on the site. Development through a literal interpretation of the Code would not allow for the preservation of the natural open space areas and, further, would require excessive rock excavation that would disturb neighboring residences and scar the existing hillsides that would otherwise have been left in a natural state. The full access provided to the Fire Department on all sides of all buildings would also be detrimentally limited without the approval of these requests.

The developers of The Boulders at Prescott are proud of the fact that the current proposed development has not only substantially met all requirements of the originally approved development first proposed in 2003 in terms of site planning, building elevations and grading planning but has substantially improved upon the originally approved development. The improvements include, but are not limited to; improved 360 degree fire department access to all buildings, minimized view shed impacts through split level residential buildings and a lower height for the central Recreation Center building, protection of 5 separate natural open space areas throughout the site, enhanced landscaping along the western boundary wall of the southern leg.

The Boulders at Prescott, Arcadia Assisted Living and Arcadia Independent Living, look forward to meeting with the Planning and Zoning Commission and City staff in order to more fully discuss this project.

YAVAPAI-PRESCOTT INDIAN TRIBE





LANDSCAPE ANALYSIS

TOTAL SITE ACREAGE = 6.27 (272,121 sq. ft.)

AREA TO REMAIN UNDISTURBED (ALL NATURAL ELEMENTS PROTECTED IN PLACE): 1.2 AC. (52,731 sq. ft.)

PERMEATED AREA: 1.18 AC. (51,268 sq. ft.)

SHRUB QUANTITY CALCULATION (for the City of Prescott Land Development Code Section 6.5.4 Existing Vegetation - Replacement Credits)

- 1) SHRUBS REQUIRED:
- A. QUANTITY OF NEW SHRUBS REQUIRED (4 SHRUBS PER 250 SQ. FT.) = 51,268 ÷ 250 × 4 = 821
- B. SHRUBS PROVIDED:
- A. NEW SHRUBS INDICATED ON PLAN = 1049
- B. CREDIT FOR SHRUBS IN PLACE (MINIMUM SIZE 2.50 FT.) PRESERVED IN PLACE = 334 × 2 = 668
- C. TOTAL PROVIDED (A + B) = 1717
- 2) TREES REQUIRED:
- A. QUANTITY OF NEW TREES REQUIRED (1 TREE PER 100 SQ. FT.) = 51,268 ÷ 100 × 1 = 513
- B. TREES PROVIDED:
- A. NEW TREES INDICATED ON PLAN = 127
- B. TREES PROTECTED IN PLACE (MINIMUM 4" CALIPER) = 105 × 2000 = 210
- C. TOTAL TREES PROVIDED (B + C) = 347

TREE QUANTITY CALCULATION (Credits)

- 1) TREES REQUIRED:
- A. QUANTITY OF NEW TREES REQUIRED (1 TREE PER 100 SQ. FT.) = 51,268 ÷ 100 × 1 = 513
- B. TREES PROVIDED:
- A. QUANTITY OF TREES REQUIRED FROM OUTSIDE BUILDING DEVELOPER = 44
- B. TREES PROVIDED:
- A. QUANTITY OF NEW TREES INDICATED ON PLAN = 127
- B. TREES PROTECTED IN PLACE (MINIMUM 4" CALIPER) = 105 × 2000 = 210
- C. TOTAL TREES PROVIDED (B + C) = 347

Scale 1" = 30'



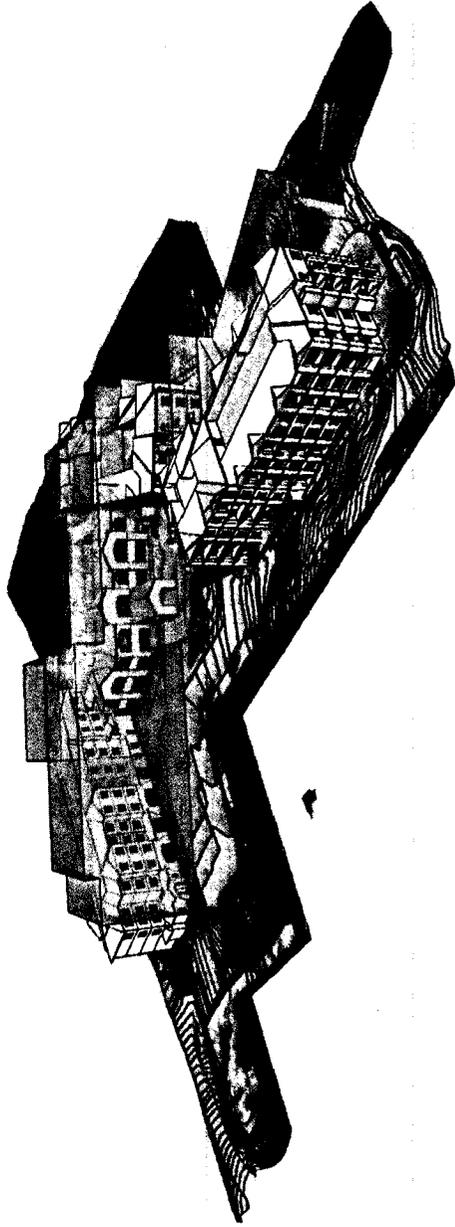
THE BOULDERS AT PRESCOTT

Armadillo Independent Living LLC & Armadillo Assisted Living LLC, Prescott, Arizona

BMG
INC - AIA

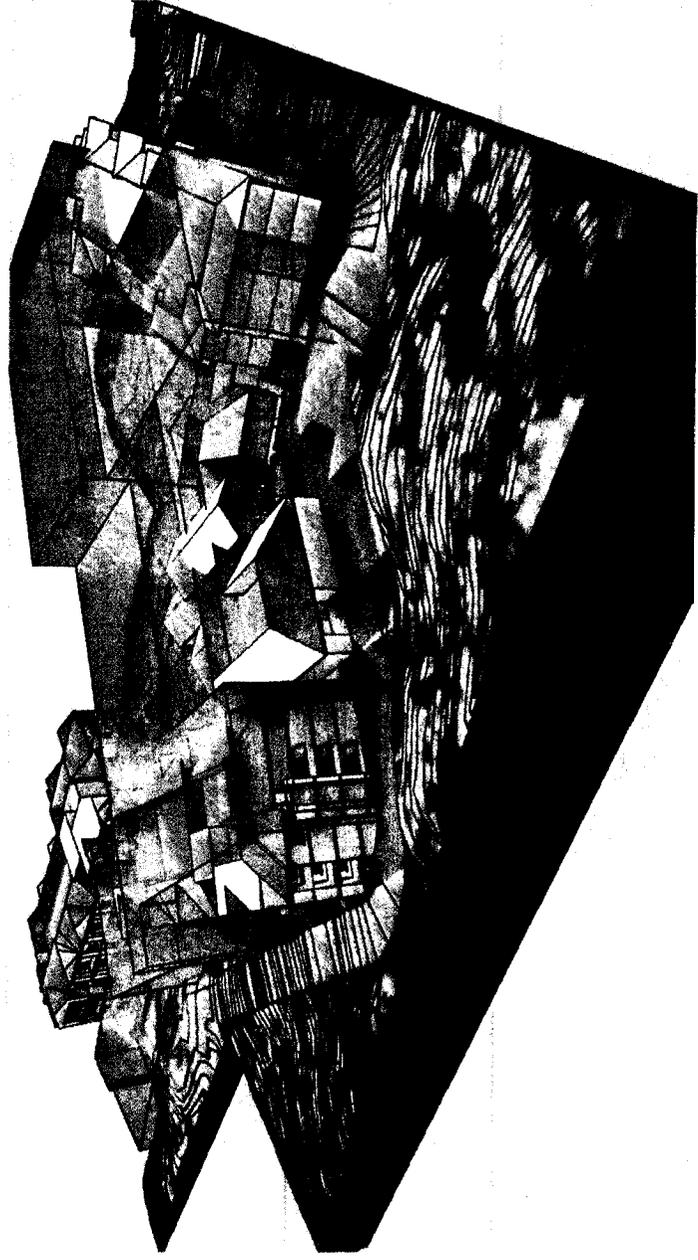
November 28, 2009

2009 LANDSCAPE ANALYSIS



MAIN ENTRANCE PERSPECTIVE, LOOKING EAST
The Boulders, A Prescott Retirement Community
January 14, 2009

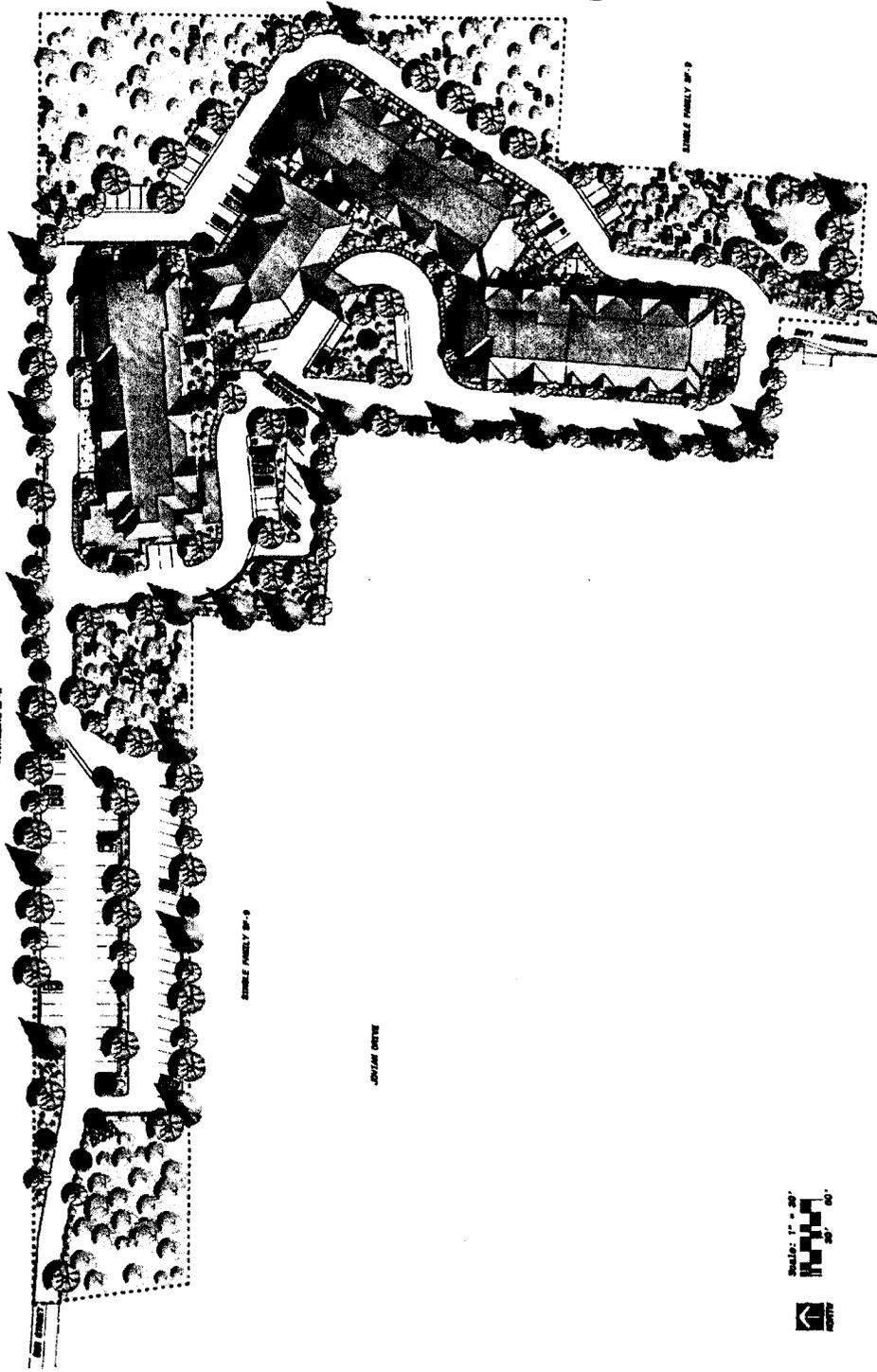
EXHIBIT 'B'-1



FIRE LANE PERSPECTIVE, LOOKING WEST

The Boulders, A Prescott Retirement Community
January 14, 2009

EXHIBIT 'B-2'

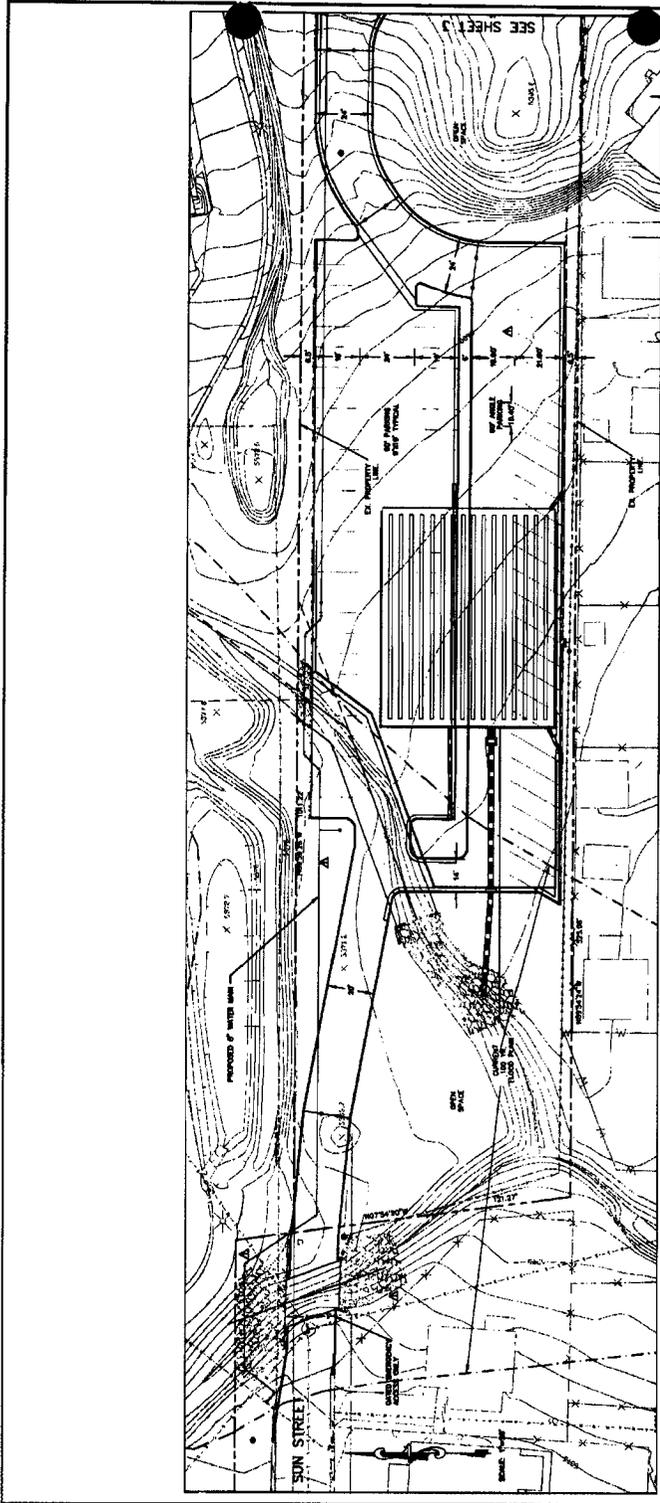


THE BOULDERS AT PRESCOTT

Architect: BMG, Inc. & Architects, PLLC, Prescott, Arizona

BMG
INC. AIA

Exhibit 'D'



NOTE:
 1. ALL DIMENSIONS SHALL BE BASED UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS SHALL BE TO THE FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.



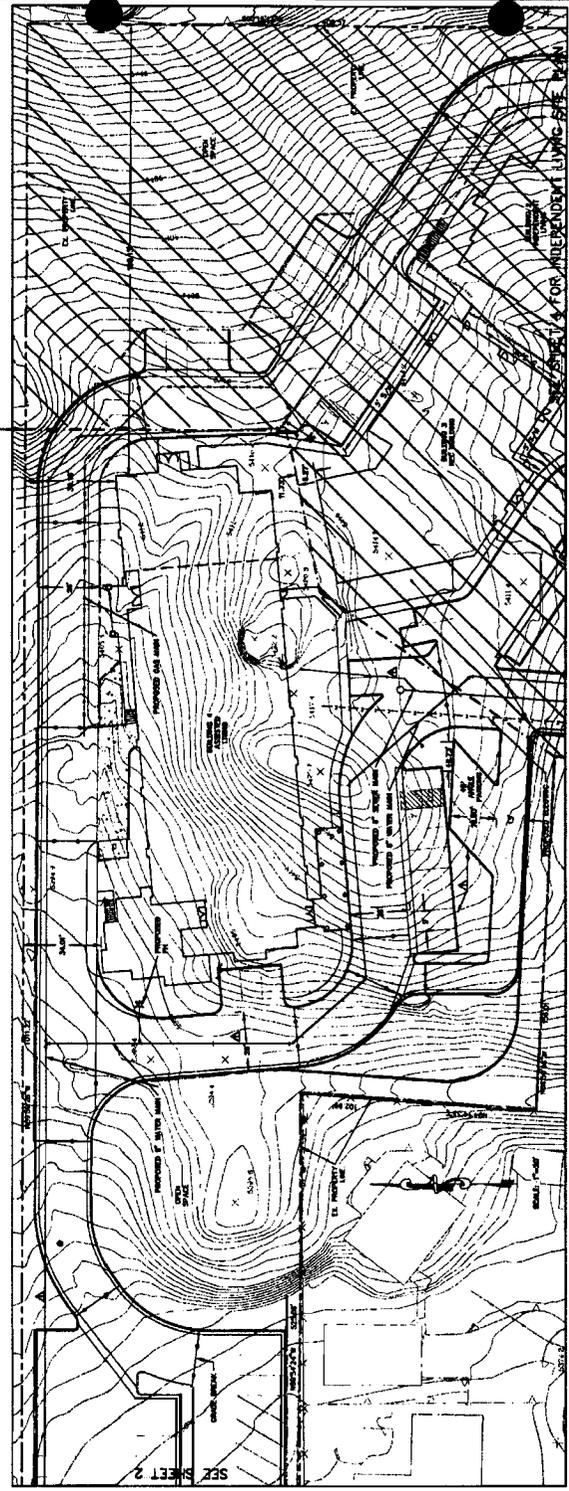
DESIGNED BY: SCOTT G. GENTRY
 DATE: 08/27/2018

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	08/27/2018
2	ISSUED FOR PERMITS	08/27/2018
3	ISSUED FOR PERMITS	08/27/2018
4	ISSUED FOR PERMITS	08/27/2018

SITE PLAN
THE BOULDERS AT PRESCOTT
ARCADIA ASSISTED LIVING, LLC
 PRESCOTT, ARIZONA

SHEET: 2
 OF 4

ASSISTED LIVING INDEPENDENT LIVING



SEE SHEET 2

NOTE.
 1) ACCESS AND PARKING WILL BE GUARANTEED.
 2) ALL UTILITIES AND EASEMENTS WILL BE SHOWN.
 3) ALL UTILITIES AND EASEMENTS WILL BE SHOWN.
 4) ALL UTILITIES AND EASEMENTS WILL BE SHOWN.



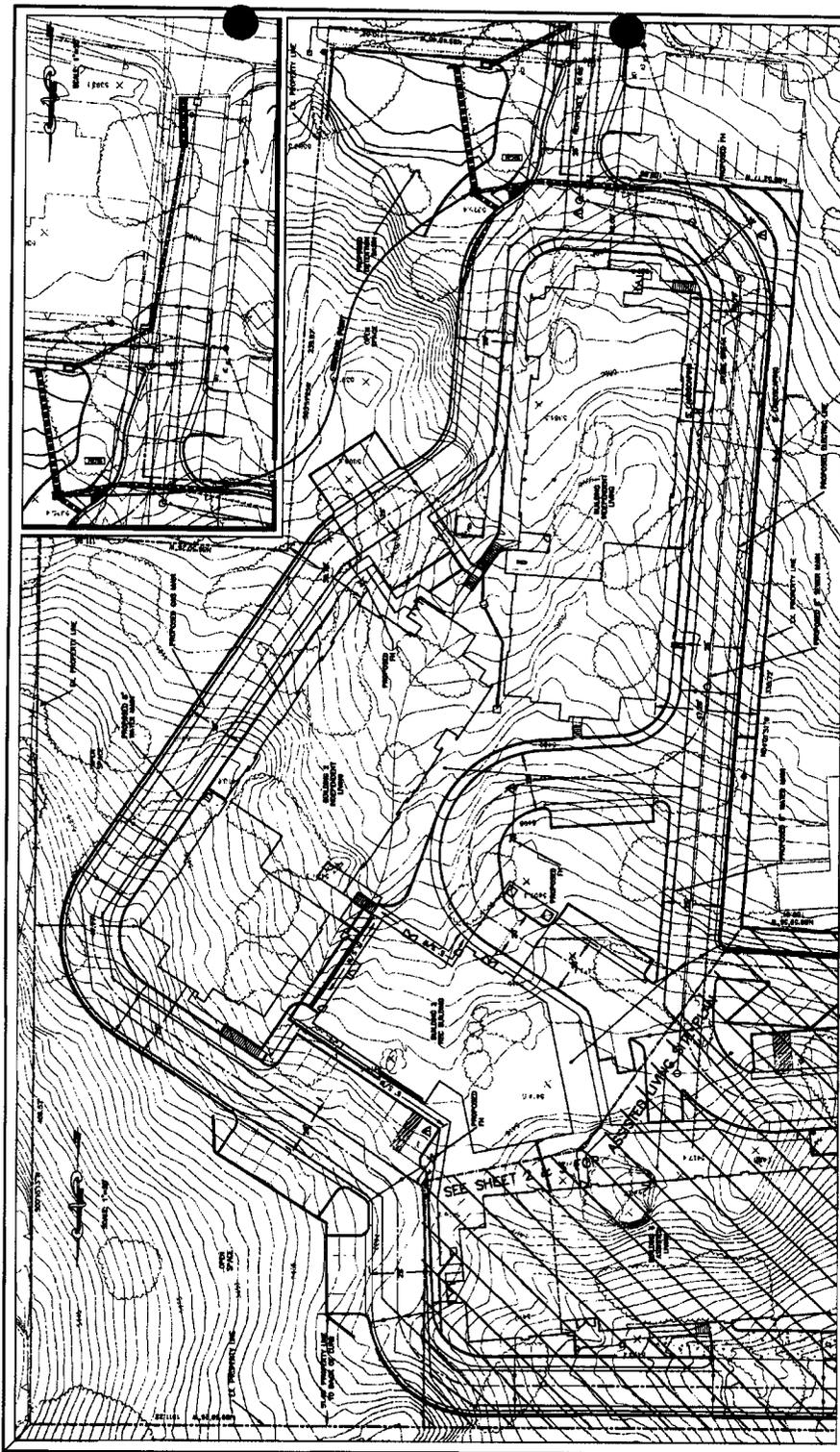
SC
 ENGINEERING
 10123
 12/15/2010



NO.	REVISIONS	DATE
1	ISSUE FOR PERMITTING	08/11/2010
2	ISSUE FOR PERMITTING	08/11/2010
3	ISSUE FOR PERMITTING	08/11/2010
4	ISSUE FOR PERMITTING	08/11/2010

SITE PLAN
THE BOULDER AT PRESCOTT
ARCADIA ASSISTED LIVING, LLC
 PREPARED BY: [Name]
 DATE: [Date]

SHEET 3 OF 4
 FOR NUMBER: 08/11/2010



4
OF
4
PER NUMBER SYSTEM

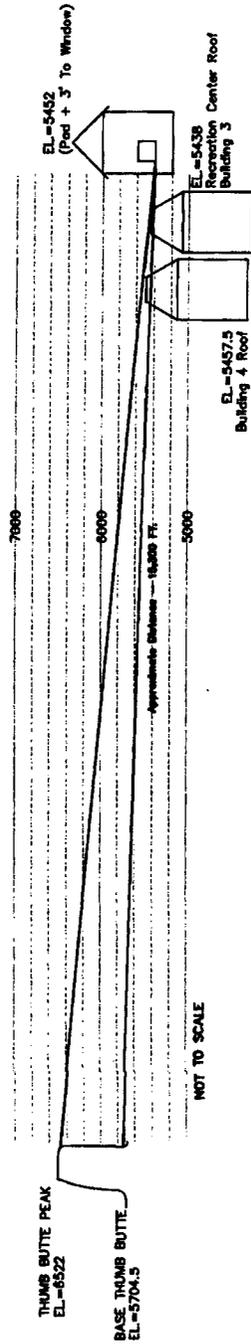
SITE PLAN
THE BOULDERS AT PRESCOTT
ARCADIA INDEPENDENT LIVING, LLC
PRESCOTT, ARIZONA

DATE	1/1/00
BY	SC
FOR	ARCADIA INDEPENDENT LIVING, LLC
PROJECT	THE BOULDERS AT PRESCOTT
LOCATION	PRESCOTT, ARIZONA
SCALE	AS SHOWN
DATE	1/1/00
BY	SC
FOR	ARCADIA INDEPENDENT LIVING, LLC
PROJECT	THE BOULDERS AT PRESCOTT
LOCATION	PRESCOTT, ARIZONA
SCALE	AS SHOWN

SC

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

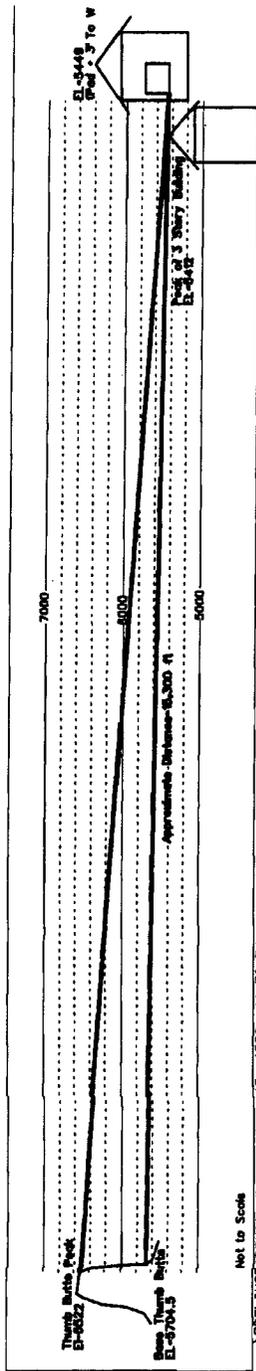
SEE SHEET A & B FOR
SEE SHEET C & D FOR



NOT TO SCALE

The Boulders at Prescott
Elevation Analysis

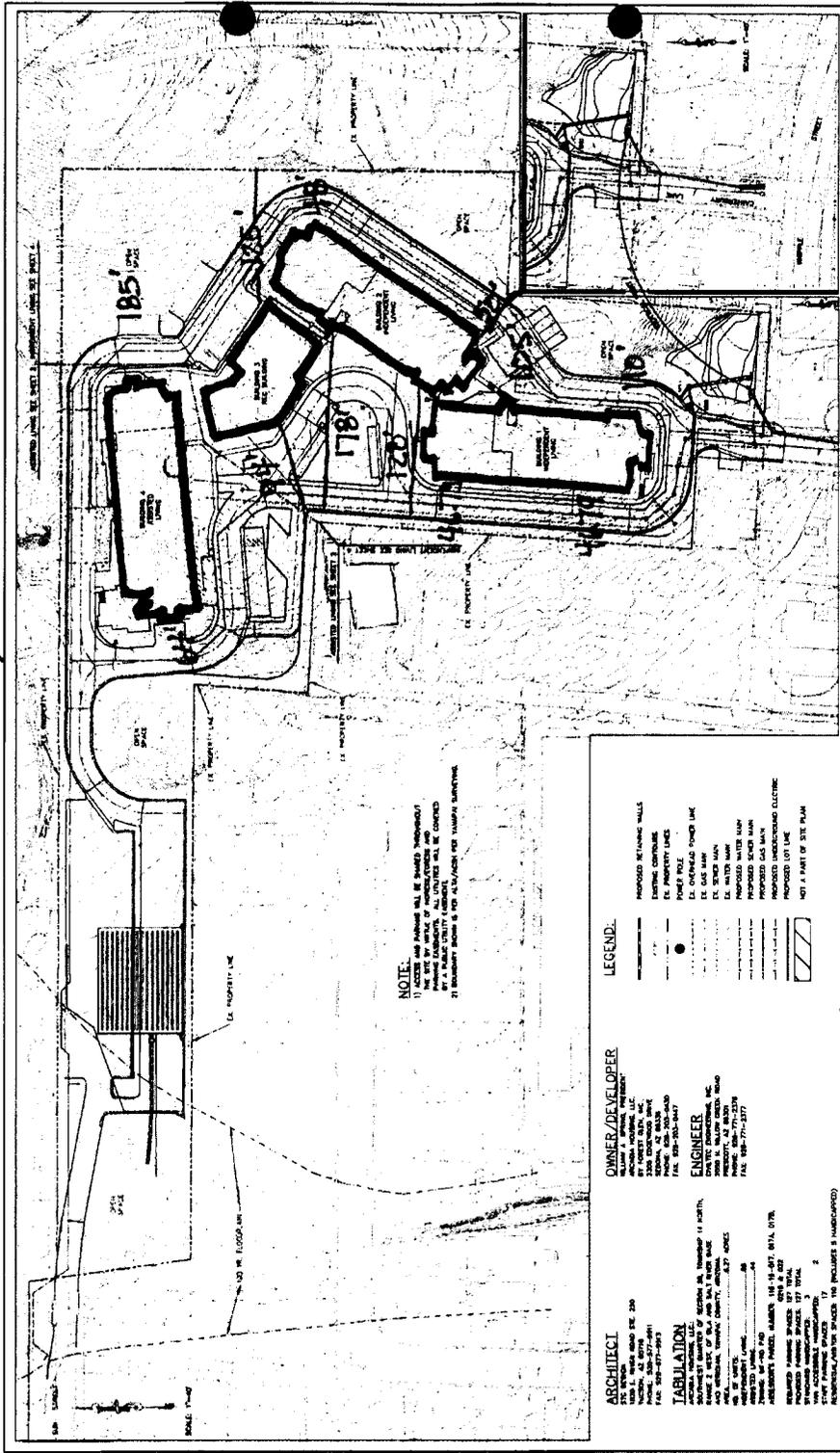
2009
EXHIBIT 'G'



Not to Scale

...VPRELMERADJING30-5.dgn Nov. 16, 1999 11:50:54

ELEVATION 1999 ANALYSIS



NOTE:
 1) ACCESS AND PARKING SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY OF PRESCOTT, ARIZONA, AND THE ARIZONA DEPARTMENT OF TRANSPORTATION. ALL UTILITIES SHALL BE CONFORMED TO THE CITY OF PRESCOTT, ARIZONA, AND THE ARIZONA DEPARTMENT OF TRANSPORTATION.
 2) EXISTING UTILITIES ARE NOT SHOWN FOR VARIATION SURVEYING.

ARCHITECT
 GUY L. WOOD ARCHITECTS, P.C.
 1001 N. WOOD AVE. STE. 200
 PRESCOTT, ARIZONA 86301
 PHONE: 928-277-4911
 FAX: 928-277-9851

LABORATION
 GUY L. WOOD ARCHITECTS, P.C.
 1001 N. WOOD AVE. STE. 200
 PRESCOTT, ARIZONA 86301
 PHONE: 928-277-4911
 FAX: 928-277-9851

OWNER/DEVELOPER
 MOUNTAIN VIEW REALTY, LLC
 1001 N. WOOD AVE. STE. 200
 PRESCOTT, ARIZONA 86301
 PHONE: 928-277-4911
 FAX: 928-277-9851

ENGINEER
 GUY L. WOOD ARCHITECTS, P.C.
 1001 N. WOOD AVE. STE. 200
 PRESCOTT, ARIZONA 86301
 PHONE: 928-277-4911
 FAX: 928-277-9851

LEGEND:
 PROPOSED RETAINING WALLS
 EXISTING CONTOURS
 EX. PROPERTY LINES
 POWER POLE
 EX. OVERHEAD TROUGH LINE
 EX. WATER MAIN
 EX. WATER MAIN
 PROPOSED WATER MAIN
 PROPOSED SANITARY MAIN
 PROPOSED UNDERGROUND ELECTRIC
 NOT A PART OF SITE PLAN

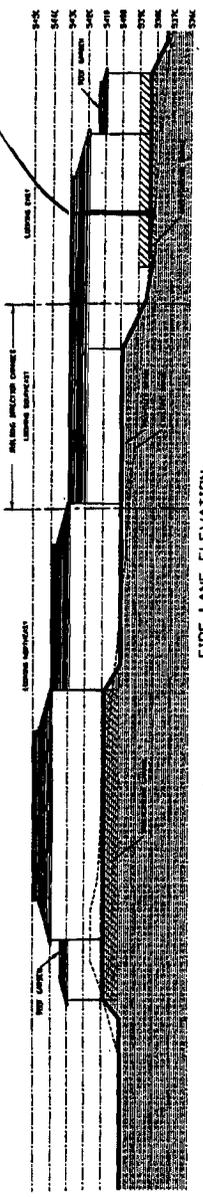
DATE: 10/11/09
 SHEET NO. 1 OF 4
 PROJECT: OVERALL SITE PLAN THE BOULDERS AT PRESCOTT PRESCOTT, ARIZONA
 SCALE: AS SHOWN
 DRAWN BY: GUY L. WOOD
 CHECKED BY: GUY L. WOOD
 DATE: 10/11/09

SG DESIGN

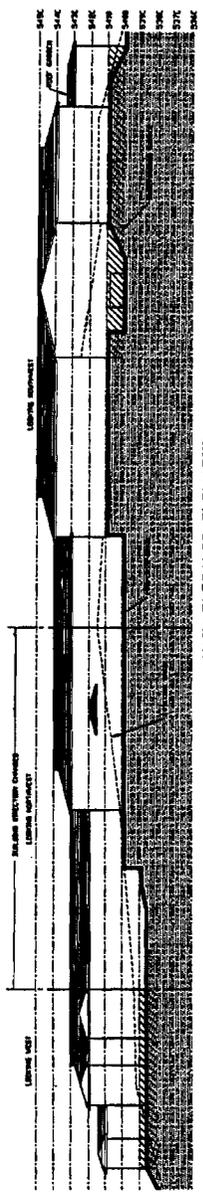
PROFESSIONAL SEAL
 GUY L. WOOD
 ARCHITECT
 STATE OF ARIZONA
 NO. 1001
 EXPIRES 12/31/10

SIDEYARD SETBACKS
 2009 SITE PLAN ↑

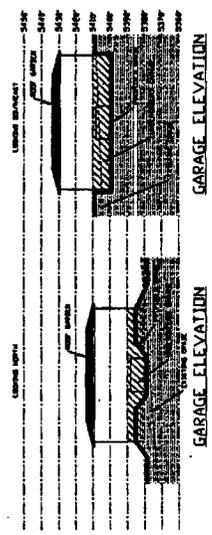
pt. of 45' ± height



FIRE LANE ELEVATION



MAIN ENTRANCE ELEVATION



GARAGE ELEVATION

CANTERBURY GARDENS
PRESCOTT, AZ

HEIGHT DIAGRAM
SCALE: 1" = 8'-0"

BUILDING ELEVATION May 2003

Fee
\$4
\$8
\$5
\$1
\$3

RECORDED AT THE REQUEST OF:

City of Prescott, Arizona

WHEN RECORDED, PLEASE
RETURN TO:

Prescott City Clerk's Office
Interoffice Mail

THIS IS A CONFORMED COPY OF INSTRUMENT

RECORDED ON DATE 1/23/08 TIME 11:18

IN BOOK 45091 PAGE 841

ANA WAYMAN-TRUJILLO, RECORDER

DEPUTY

RE-RECORDED TO CORRECT LEGAL DESCRIPTION

Caption:

Prescott Agreement No. 2003-201C
Amended and Revised Development Agreement
City of Prescott- Canterbury Gardens
Approved thru Resolution No. 3808
Adopted March 27, 2007- Effective April 27, 2007
Legal description corrected- January 24, 2008

**DO NOT REMOVE
THIS PART OF THE OFFICIAL DOCUMENT**

Fee
\$0
\$8
\$5
\$1
6.95

RECORDED AT THE REQUEST OF:
City of Prescott, Arizona

WHEN RECORDED, PLEASE
RETURN TO:
Prescott City Clerk's Office
Interoffice Mail



B-4502 P-648
Page: 1 of 11
AMND 4132464

Caption: Prescott Agreement No. 2003-201C
Amended and Revised Development Agreement
City of Prescott – Canterbury Gardens
Approved thru Resolution No. 3808
Adopted March 27, 2007 – Effective April 27, 2007

**DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT**



AMENDED AND REVISED DEVELOPMENT AGREEMENT
CANTERBURY GARDENS

THIS AGREEMENT ("Agreement"), is entered into this 27th day of April ~~March~~, 2007, by and between the CITY OF PRESCOTT, an Arizona municipal corporation (hereinafter "TOWN") and FOREST GLEN, INC., a Nevada corporation or its duly nominated Assignee, (hereinafter "Property Owner"). Collectively, Town and Property Owner are referred to herein as "Parties".

RECITALS

- A. The Property Owner is successor in interest to the fee title of the real property described on Exhibit A attached hereto (the Property).
- B. The Property Owner's predecessors in interest have heretofore entered into various Development Agreements (Prior Agreements) regarding the Property as follows:
- (i) August 19, 2003, Contract No. 03-201, Recorded Book 4078, Page 754; and,
 - (ii) September 13, 2005, Contract No. 03-201A, Recorded Book 4316, Page 8,
- and,
- (iii) August 16, 2006, No Contract No. (merely an extension of time).
- C. The Parties desire to enter into another Amended and Revised Development Agreement, super-ceding in their entirety the provisions of the Prior Agreements. Upon approval of this Development agreement the parties hereto agree that all prior Development Agreements on the above described property shall be rescinded and revoked and this Agreement, and any subsequent addendums thereto, shall be the sole effective development agreement as to such property.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That this Agreement shall relate to that real property described in Exhibits "A" through "C" attached hereto and made a part hereof (the "Property"), formerly described as Exhibits "A" through "D" in the Prior Agreements.
2. That this Agreement shall become operative only upon the recordation of same in the Office of the Yavapai County Recorder.
3. That the development of the Property shall be consistent with the City's General Plan, as adopted by the Prescott City Council on May 18, 2004.



4. That prior to any development of the Property which is not in substantial compliance with the approved site plan dated August, 2003, the Property Owner must first obtain site plan approval of the revised site plan or plat by the Prescott City Council. The City Council shall have sole discretion to approve or disapprove that revised final site plan or plat.

5. That prior to any development of the Property, the Property Owner must first obtain a final grading plan approval by the City Council, which final grading plan must be in substantial conformance with the conceptual grading plan dated August 2003. In the event that said final grading plan is not in substantial conformance with said conceptual grading plan, then and in that event the City Council shall have sole discretion to approve or disapprove that revised final grading plan.

6. That prior to any development of the Property, the Property Owner must first obtain approval by the Prescott Public Works Director of a drainage study for the Property, said study to be obtained by the Property Owner. Furthermore, the Property Owner shall address all drainage concerns to the satisfaction of the Prescott Public Works Director in the development of the Property.

7. That notwithstanding the underlying zoning of the Property, the Property Owner hereby agrees as follows:

A. The Property shall only be used for non-assisted housing for those over 55 years of age and/or a combination of non-assisted housing and assisted housing for those over the age of 55 years.

B. That the total number of units to be constructed on the Property shall not exceed one hundred thirty-two (132), rental and/or condominium and that the height of any structure constructed on the property shall not be in excess of forty-five feet (45').

C. That the Property Owner shall not connect Sun Street with Canterbury Street.

D. That the Property Owner will provide the following parking spaces on the Property:

(i) 1.0 spaces for each non-assisted care living unit that is developed on the Property;

(ii) .5 spaces for each assisted care living unit that is developed on the Property;

(iii) 1.5 spaces for each condominium unit that is developed on the Property;



(iv) 1 space for each employee on the Property, based upon the maximum number which would be working on any one shift.

8. The Property Owner shall submit a landscape plan for the approval of the Community Development Director, which shall include (but not be limited to):

- A. Provisions to retain mature trees on the Property outside of the building envelope.
- B. Provisions to preserve rock outcroppings at Property boundaries wherever possible.
- C. Provisions to insure that boulders on the Property which must be moved for construction purposes will be relocated and reused on the Property.

9. The Property Owner agrees that any painting or color on the exterior of any building or structure on the Property will have an LRV of not more than 60.

10. The Final Plat for the Property, if required, must be submitted and have obtained final approval by the City Council no later than December 31, 2008; and, it is further agreed that this extension shall not effect the time period as set forth in Paragraph 11 herein.

11. The parties hereto agree to enter into a Water Service Agreement (or similar agreement) to provide a total of not more than 46.2 acre feet of potable water per year for the Property (based upon .35 acre feet per unit); provided; however, that in the event that less than 46.2 acre feet of water is being utilized by December 31, 2013, then and in that event the amount of potable water set aside for the Property pursuant to this Agreement shall be reduced proportionately and that unused allocation shall be returned to the City of Prescott's water portfolio.

12. This Agreement shall run with the land, and shall be binding upon the Property Owner's Successors-in-interest and assigns.

13. All of the parties hereto shall execute and deliver all such documents and perform all such acts as are reasonable necessary, from time to time, to carry out the matters contemplated by this Agreement.

14. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the Agreement. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly



involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City of Prescott from any other party to the agreement arising as a result of this Agreement.

15. That the Property Owner hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of this Agreement, whether said claims, liabilities, expenses or lawsuits arise by any negligent acts or negligent omissions or any such alleged acts of omissions of the Property Owner.

16. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit any such litigation to the Court and that the parties agree that this contract shall be deemed to have been created in Yavapai County, Arizona and to be subject to the jurisdiction of the Yavapai County Superior Court, and that any claims to alternative jurisdiction based on diversity of citizenship, corporate location, etc. are waived by the parties pursuant to this agreement.

17. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute. The parties further agree that there shall be no damage remedy for breach of any provisions of this agreement and that the sole remedy for any breach shall be specific performance.

18. This Agreement is the result of negotiations by and between the parties. Any ambiguity in this Agreement is not to be construed against either party.

19. Time is of the Essence in this agreement. The failure of either party to require the strict performance by the other of any provision of this agreement shall not be deemed a waiver of the right of said party thereafter to require strict performance of that or any other provision of this agreement in accordance with the terms hereof and without notice.

20. For purposes of this Agreement, the following definitions shall apply:

(A) "Assisted living facility" is a public or private residential care institution or condominium development, which contains facilities for living, sleeping and sanitation, and may include facilities for eating and cooking, to be used for occupancy that provides supervisory care services, directed care services or personal care services on a continuing care basis.

(B) "Directed care services" means programs and/or services, including personal care services, provided to persons who are incapable of recognizing danger, summoning assistance, expressing need, and/or making basic care decisions.

(C) "Personal care services" means assistance with activities of daily living that



can be performed by persons without professional skills or professional training, and includes the coordination or provision of intermittent nursing services and/or the administration of medications and treatments by a nurse who is licensed to pursuant to Title 32, Chapter 15, A.R.S., or as otherwise provided by law.

(D) "Supervisory care services" means general supervision, including daily awareness of resident functioning and continuing needs, the ability to intervene in a crises, and/or the assistance in the self-administration of prescribed medicine.

21. This Amended Development Agreement super-cedes in its entirety those Prior Agreements hereinabove described in Section B of RECITALS above and upon its recordation all prior development agreements shall be deemed rescinded and of no further legal effect.

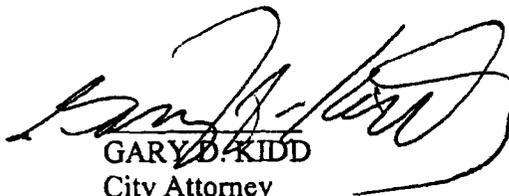
22. The undersigned specifically acknowledges that the attached Exhibit "D", entitled CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE, is knowingly and voluntarily executed pursuant to this agreement, and that such waiver shall be a condition of this development agreement and is specifically incorporated herein.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 27 day of March, 2007.

SEAL 
ROWLE P. SIMMONS, Mayor

ATTEST:


ELIZABETH A. BURKE
City Clerk

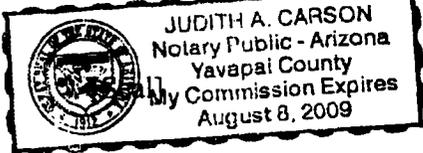

GARY D. KIDD
City Attorney

APPROVED BY CITY COUNCIL
FILED 3808
DATE 3/27/07



STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this 29th day of March, 2007, by Rowle P. Simmons, Mayor of the City of Prescott, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed it.



Judith A. Carson
Notary Public

Signed this 2nd day of April, 2007.

Forest Glen, Inc., a Nevada corporation

By: William A. Spring
Name (printed) WILLIAM A. SPRING
Title: President

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this 2nd day of April, 2007, by William A. Spring the President, of Forest Glen, Inc., personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed it for the purposes therein contained and, that he has the authority to so execute.

[Seal]



Sarah Korakas
Notary Public



EXHIBIT A

CANTERBURY CARE CENTER
6.03 ACRES

A parcel of land lying within the Southeast quarter of Section 28, Township 14 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

Beginning at a found $\frac{1}{2}$ " rebar at the Northwest corner of "Oak Terrace", recorded in Book 17 of Maps and Plats, Page 40 on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, and as shown on the "Record of Survey", recorded in Book 53 of Land Surveys, Page 43 on file in the office of the Yavapai County, Recorder;

Thence, South 0 degrees 00'26" East, along the West line of said "Oak Terrace", 406.82 feet to a found $\frac{1}{2}$ " rebar;

Thence, North 87 degrees 07'29" West, 11.52 feet;

Thence, South 3 degrees 44'00" West, 145.11 feet;

Thence, North 87 degrees 07'00" West, 109.84 feet;

Thence, South 3 degrees 4'00" West, 34.82 feet;

Thence, North 87 degrees 12'09" West, 109.86 feet;

Thence, North 3 degrees 42'17" East, 338.83 feet to a found 1" bar;

Thence, North 87 degrees 13'12" West, 155.92 feet to a point on the East line of "Sun Land Subdivision", recorded in Book 7 of Maps and Plats, Page 96 on file in the office of the Yavapai County Recorder;

Thence, North 3 degrees 8'14" East, along said East line, 102.84 feet to a found $\frac{1}{2}$ " rebar at the Northeast corner of Lot 20 of said "Sun Land Subdivision";

Thence, South 89 degrees 58'31" West, along the North line of said "Sun Land Subdivision", 525.31 feet to the Southeast corner of Lot 30 of said "Sun Land Subdivision";

Thence, North 8 degrees 00'54" West, along the East line of said Lot 30, a distance of 121.27 feet;



Thence, North 89 degrees 54'00" East, 1011.22 feet to the TRUE POINT OF BEGINNING.

Containing 262,676 square feet or 6.03 acres, more or less.



5/11/00
SS #00008
LGL-6-AC.doc



EXHIBIT B

LEGAL DESCRIPTION
0.24 ACRE PARCEL

A parcel of land lying within the southeast quarter of Section 28, Township 14 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at a found 1/2" rebar at the Northwest corner of the "Oak Terrace", recorded in Book 17 of Maps and Plats, Page 40 on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, and as shown on the "Record of Survey", recorded in Book 53 of Land Surveys, Page 43 on file in the office of the Yavapai County, Recorder;

Thence, South 0 degrees 00'26" East, along the West line of said "Oak Terrace", 406.82 feet to a found 1/2" rebar;

Thence, North 87 degrees 07'29" West, 111.32 feet;

Thence, South 3 degrees 44'00" West, 145.11 feet to the TRUE POINT OF BEGINNING;

Thence, continuing South 3 degrees 44'00" West, 95.01 feet;

Thence, North 87 degrees 07' 00" West, 109.84 feet;

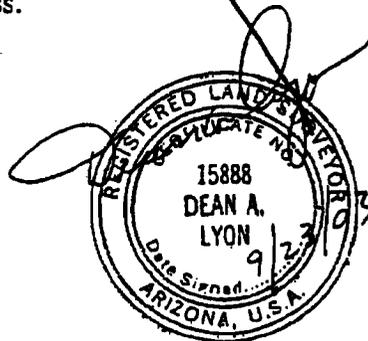
Thence, North 3 degrees 44'00" East, 60.19 feet;

Thence, continuing North 3 degrees 44'00" East, 34.82 feet;

Thence, South 87 degrees 07'00" East, 109.84 feet to the TRUE POINT OF BEGINNING.

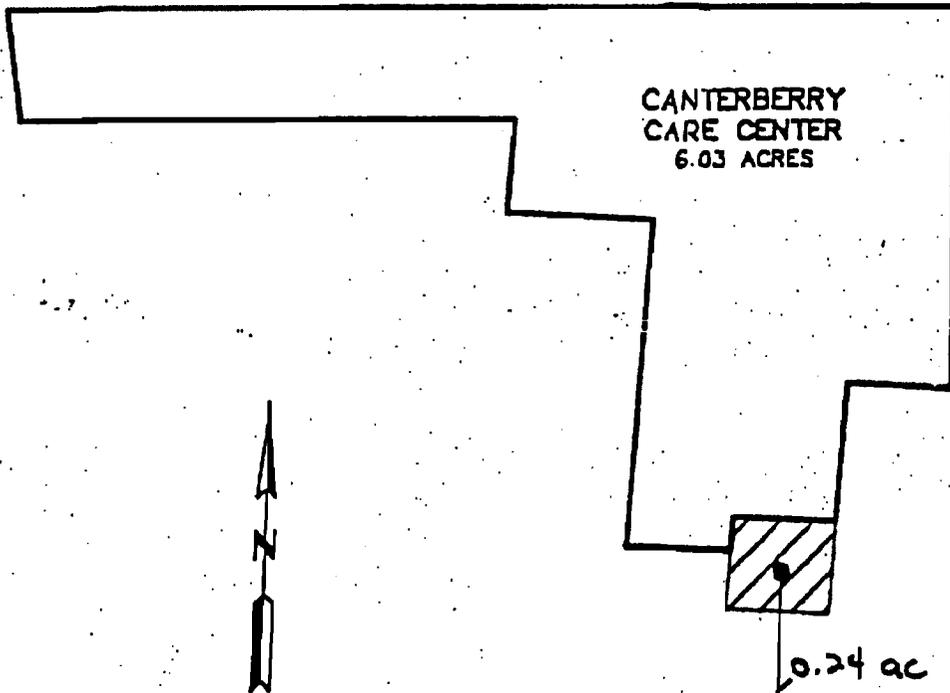
Containing 10,434 square feet or 0.24 acres, more or less.

06/05/00
SS #00008
LGL-1-AC.doc



MAP TO ACCOMPANY LEGAL DESCRIPTION

RECORDERS MEMO: LEGIBILITY
QUESTIONABLE FOR GOOD REPRODUCTION



CANTERBERRY
CARE CENTER
6.03 ACRES

0.24 ac

SCALE:
1" = 200'



B-4502 P-648
Page: 11 of 11
AMND 4132464

CANTERBERRY CARE CENTER
6.27 ACRES

A parcel of land lying within the Southeast quarter of Section 28, Township 14 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at a found 1/2" rebar at the Northwest corner of "Oak Terrace", recorded in Book 17 of Maps and Plats, Page 40 on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, and as shown on the "Record of Survey", recorded in Book 53 of Land Surveys, Page 43 on file in the office of the Yavapai County, Recorder;

Thence, South 0°00'26" East, along the West line of said "Oak Terrace", 406.82 feet to a found 1/2" rebar;

Thence, North 87°07'29" West, 111.32 feet;

Thence, South 3°44'00" West, 240.12 feet;

Thence, North 87°07'00" West, 109.84 feet;

Thence, North 3°44'00" East, 60.19 feet;

Thence, North 87°12'09" West, 109.86 feet;

Thence, North 3°42'17" East, 338.83 feet to a found 1" bar;

Thence, North 87°13'12" West, 155.92 feet to a point on the East line of "Sun Land Subdivision", recorded in Book 7 of Maps and Plats, Page 96 on file in the office of the Yavapai County Recorder;

Thence, North 3°58'14" East, along said East line, 102.84 feet to a found 1/2" rebar at the Northeast corner of Lot 20 of said "Sun Land Subdivision";

Thence, South 89°58'31" West, along the North line of said "Sun Land Subdivision", 525.31 feet to the Southeast corner of Lot 30 of said "Sun Land Subdivision";

Thence, North 8°00'54" West, along the East line of said Lot 30, a distance of 121.27 feet;

Thence, North 89°54'00" East, 1011.22 feet to the TRUE POINT OF BEGINNING.

Containing 6.27 acres, more or less.



06/26/00
LE #01-30
SS #00008
LGL-7-AC.doc