



**POST ACTION MEETING AGENDA
REGULAR MEETING NOTICE**

**OF THE
PLANNING AND ZONING COMMISSION**

Commission Members:

Chairman Mike Archambault, Vice-Chairman Eugene Mikolajczyk

Commissioners: Stan Connick, Howie Jones, Jeremy Strohan, Susan Dempster and Roger Owers

Commission and to the general public that the Fountain Hills Planning and Zoning Commission will hold a regular meeting, which is open to the general public, on **July 28, 2016, at 6:30 p.m.** in the Town Hall Council Chambers at 16705 E. Avenue of the Fountains, Fountain Hills, Arizona.

Commissioners of the Town of Fountain Hills will attend either in person or by telephone conference call; a quorum of the Town's Councilmembers or various Commissions or Boards may be in attendance at the Commission meeting.

TIME: 6:30 P.M. – REGULAR SESSION
WHEN: THURSDAY, July 28, 2016
WHERE: TOWN HALL COUNCIL CHAMBERS
16705 EAST AVENUE OF THE FOUNTAINS

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Fountain Hills Planning and Zoning
PROCEDURE FOR ADDRESSING THE PLANNING & ZONING COMMISSION

Anyone wishing to speak before the Commission must fill out a speaker's card and submit it to the Commission Recorder prior to the Commission's discussion of that Agenda item. Speaker Cards are located in the Council Chamber Lobby and near the Recorder's position on the dais.

Speakers will be called in the order in which the speaker cards were received either by the Recorder or the Chairman. At that time, speakers should stand and approach the podium. Speakers are asked to state their name prior to commenting and to direct their comments to the Presiding Officer and not to individual Commission Members. Speakers' statements should not be repetitive. *In order to conduct an orderly business meeting, the Presiding Officer shall keep control of the meeting and shall require the speakers and audience to refrain from abusive or profane remarks, disruptive outbursts, applause, protests or other conduct that disrupts or interferes with the orderly conduct of the business of the meeting. Personal attacks on Commissioners, Town Council members, Town staff or members of the public are not allowed. Please be respectful when making your comments. If a speaker chooses not to speak when called, the speaker will be deemed to have waived his or her opportunity to speak on the matter. Speakers may not (i) reserve a portion of their time for a later time or (ii) transfer any portion of their time to another speaker.*

If there is a Public Hearing, please submit the speaker card to speak to that issue prior to the beginning of the Public Hearing and the Consideration of said issue.

Individual speakers will be allowed **three** contiguous minutes to address the Commission. Time limits may be waived by (i) *discretion of the Chairman upon request by the speaker not less than 24 hours prior to a Meeting*, (ii) *consensus of the Commission at Meeting* or (iii) *the Chairman either prior to or during a Meeting*. **If you do not comply with these rules, you will be asked to leave.**

* **CALL TO ORDER AND PLEDGE OF ALLEGIANCE – Chairman Mike Archambault 6:30 PM**

* **MOMENT OF REFLECTION – Chairman Mike Archambault**

* **ROLL CALL – Chairman Mike Archambault**

CALL TO THE PUBLIC

Pursuant to A.R.S. §38-431-01(G), public comment is permitted (not required) on matters not listed on the agenda. Any such comment (i) must be within the jurisdiction of the Commission and (ii) is subject to reasonable time, place, and manner restrictions. The Commission will not discuss or take legal action on matters raised during “Call to the Public” unless the matters are properly noticed for discussion and legal action. **At the conclusion of the call to the public, individual Commission members may (i) respond to criticism, (ii) ask staff to review a matter or (iii) ask that the matter be placed on a future Commission agenda.**

AGENDA ITEM(S)

1. **CONSIDERATION of APPROVING** the Planning and Zoning Commission Meeting Minutes from July 14, 2016. **APPROVED**
2. **CONSIDERATION of a CONCEPT PLAN** for the proposed “Park Place, Phase I”, a mixed-use development proposal located at 16725 & 16845 E. Avenue of the Fountains. (Case #CP2016-02) **APPROVED**
3. **PUBLIC HEARING of ORDINANCE #16-05**, to amend Article II, Section 2.07 of the Fountain Hills Subdivision Ordinance to allow the **ADMINISTRATIVE APPROVAL OF MINOR REPLATS** such as lot line adjustments, lot splits and lot joins. Case #S2016-14 **OPENED 7:06 PM, CLOSED 7:08 PM**
4. **CONSIDERATION of ORDINANCE #16-05**, to amend Article II, Section 2.07 of the Fountain Hills Subdivision Ordinance to allow the **ADMINISTRATIVE APPROVAL OF MINOR REPLATS** such as lot line adjustments, lot splits and lot joins. Case #S2016-14 **APPROVED**
5. **PUBLIC HEARING of ORDINANCE #16-03**, a **TEXT AMENDMENT** to the Fountain Hills Zoning Ordinance, Section 1.12, Section 6.08.CC, and Chapter 8, relating to Outdoor Lighting controls. Case #Z2016-01 **OPENED 7:13 PM
CLOSED 7:25 PM**
6. **CONSIDERATION of ORDINANCE #16-03**, a **TEXT AMENDMENT** to the Fountain Hills Zoning Ordinance, Section 1.12, Section 6.08.CC, and Chapter 8, relating to Outdoor Lighting controls. Case #Z2016-01 **APPROVED**
7. **COMMISSION DISCUSSION/REQUEST FOR RESEARCH** to staff.
DISCUSSION with possible direction to staff regarding the initiation of proposed **TEXT AMENDMENTS** to the Fountain Hills Zoning Ordinance, Sections 5.19.A and 18.06.B, and to the Fountain Hills Town Code Section 11-1-7. If adopted, the amendments would revise the **NOISE REGULATIONS** so as to bring them into conformance with current technology and to make them easier to enforce. **NO ACTION TAKEN**

Discussion may also include direction to staff regarding proposed amendments to the Fountain Hills Zoning Ordinance and Zoning Map for a **DOWNTOWN ENTERTAINMENT OVERLAY** district which overlays portions of the C-2, C-3 and TCCD Commercial Zoning Districts in the downtown area.
8. **SUMMARY OF COMMISSION REQUESTS** from Senior Planner. **NO ACTION TAKEN**

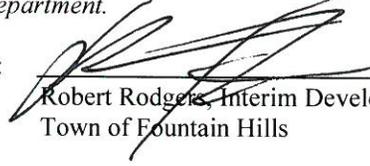
9. **REPORT** from Senior Planner and Zoning Administrator, Planning and Zoning Division of Development Services. **NONE**

10. **ADJOURNMENT 8:40 PM**

Supporting documentation and staff reports furnished to the Commission with this agenda are available for review in the Planning & Zoning Division of the Development Services Department.

DATED this 21th day of July 2016

By:



Robert Rodgers, Interim Development Services Director
Town of Fountain Hills

The Town of Fountain Hills endeavors to make all public meetings accessible to persons with disabilities. Please call 837-2003 (voice) or 1-800-367-8939 (TDD) 48 hours prior to the meeting to request reasonable accommodations to participate in this meeting. **A majority of the Council Members may be in attendance. No official action will be taken.**

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the Planning and Zoning Commission are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the Town Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the Town will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.”



REGULAR MEETING NOTICE OF THE PLANNING AND ZONING COMMISSION

Commission Members:

**Chairman Mike Archambault, Vice-Chairman Eugene Mikolajczyk
Commissioners: Stan Connick, Howie Jones, Jeremy Strohan, Susan Dempster and Roger Owers**

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* **CALL TO ORDER AND PLEDGE OF ALLEGIANCE – Chairman Mike Archambault**

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* **ROLL CALL – Chairman Mike Archambault**

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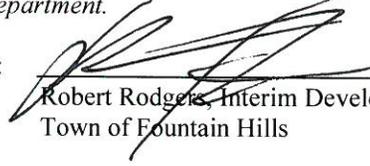
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DATED this 21th day of July 2016

By:



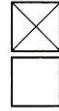
Robert Rodgers, Interim Development Services Director
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TOWN OF FOUNTAIN HILLS



**Planning and Zoning
Board of Adjustment**

AGENDA ACTION FORM

Meeting Date: July 28, 2016

Meeting Type: Regular

Agenda Type: Regular

Submitting Division: Development Services

Staff Contact Information: N/A

REQUEST TO PLANNING & ZONING COMMISSION: Consideration for approving the Planning & Zoning Commission Regular Meeting Minutes from July 14, 2016.

Applicant: N/A

Applicant Contact Information: N/A

Property Location: N/A

Related Ordinance, Policy or Guiding Principle: Policy or Guiding Principle: A.R.S. §38-431.01

Staff Summary (background): Approval of the Planning & Zoning Commission Regular Meeting Minutes from July 14, 2016.

Risk Analysis (options or alternatives with implications): N/A

Fiscal Impact (initial and ongoing costs; budget status): N/A

Recommendation(s): Approval

Staff Recommendation(s): Approval

SUGGESTED MOTION: Move to Approve the Planning & Zoning Regular Meeting Minutes dated May July 14, 2016, as presented.

Attachment(s): N/A

Submitted by:

Paula Woodward 07/21/2016
Paula Woodward, Executive Assistant Date

Approved by:

[Signature] 07/21/2016
Robert Rodgers, Interim Development Services Director Date

**TOWN OF FOUNTAIN HILLS
MINUTES OF THE REGULAR SESSION OF THE
PLANNING & ZONING COMMISSION
July 14, 2016**

Chairman Michael Archambault opened the meeting at 6:30 p.m.

ROLL CALL:

The following Commissioners were present: Chairman Michael Archambault. Vice-Chairman Eugene Mikolajczyk. Commissioners: Stan Connick, Jeremy Strohan, Susan Dempster and Howie Jones by telephone. Roger Owers was excused. Also in attendance were, Bob Rodgers, Interim Development Services Director and Paula Woodward, Executive Assistant and Recorder of the minutes.

Chairman Michael Archambault requested participation in the Pledge of Allegiance and a moment of silent reflection.

CALL TO THE PUBLIC

No one wished to speak.

AGENDA ITEM #1 - CONSIDERATION OF APPROVING THE PLANNING AND ZONING COMMISSION MEETING MINUTES DATED May 26, 2016.

Vice-Chairman Mikolajczyk **MOVED** to **APPROVE** the meeting minutes dated Thursday, May 26, 2016 as written. Commissioner Connick **SECONDED** and the **MOTION CARRIED UNANIMOUSLY.** (6/0)

AGENDA ITEM #2 – PUBLIC HEARING TO RECEIVE COMMENTS ON ORDINANCE #16-07, A PROPOSED AMENDMENT TO TOWN OF FOUNTAIN HILLS ZONING MAP. IF ADOPTED, THE AMENDMENT WOULD REZONE APPROXIMATELY 2.07 ACRES AT 11843 N. DESERT VISTA DRIVE, FROM THE C-1 ZONING DISTRICT TO THE C-3 ZONING DISTRICT. IF APPROVED, THE REZONING WILL ALLOW THE CONSTRUCTION OF AN AUTOMOBILE AND RV STORAGE FACILITY. (CASE #Z2016-06)

Chairman Archambault opened the public hearing at 6:32 p.m.

Bob Rodgers, Interim Development Services Director, gave a PowerPoint presentation about the application submitted by Garry D Hays, PC, on behalf of a potential buyer, Tory Hive, for a rezoning of the property at 11843, N. Desert Vista Drive from C-1 to C-3 for the purpose of constructing and operating the Desert Vista Storage Center, a motor vehicle storage facility. Mr. Rodgers said the application is also for a Concept Plan approval of the proposed storage facility. Mr. Rodgers referred to an aerial photo showing the site location in relation to the surrounding properties and uses. These properties are: Desert Vista Park to the West, The Yavapai Nation to the East, Colony Wash is to the North and, Desert Vista Place Condominiums to the South. Mr. Rodgers showed a portion of the zoning map showing that the property is zoned C-1 Commercial and the properties on the West side of the park are C-3 Commercial, properties to the South are C-2 Commercial and the properties to the North are R-4, which is a pre-incorporation, Multi-Family zone. Storage facilities are not permitted in the C-1 zoning district. They ARE permitted in the C-3 district. This is the reason for the rezoning request. Mr. Rodgers went on to show a “blow-up” of the site with existing conditions. Mr. Rodgers said the site is a little over 2 acres in size, mostly vacant except for the one building which has, in the past, been a doctor’s office, and it was church. For the last 20 years it has been basically unused and now it’s a bit run down. There are reports that it is becoming an attractive nuisance to kids. The structures behind the property adjacent to the Reservation are for a Sanitary Sewer Lift station. While Mr. Rodgers showed a slide of the

Concept Plan, he said the proposal is to create an enclosed vehicle storage facility with 86 individual storage units in 5 single-story buildings. The storage buildings will be approximately 16' high and each unit will have a bay door. The existing building will remain as the rental office and maintenance building for the facility. Access will be provided off Desert Vista Drive and off Saxon Drive via Gated driveway entries. Two existing driveways off Desert Vista Drive will be closed and the area will be landscaped. The right of way will be made to match the opposite side of the road. Mr. Rodgers described the architectural renderings featured in his slide presentation, showing the interior areas, views from the streets and alley.

Mr. Rodgers concluded by stating staff recommends that the Commission forward a recommendation to Town Council to approve the rezoning from C-1 to C-3 and to recommend approval of the Concept Plan. Both recommendations are subject to the stipulations outlined in the staff report.

Chairman Archambault asked Mr. Rodgers to review the staff stipulations.

Mr. Rodgers summarized the staff stipulations which are listed in the agenda packet as follows:

Staff recommends that the Planning & Zoning Commission forward a recommendation to the Town Council to APPROVE the proposed ZONING MAP AMENDMENT subject to the stipulations outlined below:

1. The applicants shall submit Concept Plans that are in substantial conformance with the proposal outlined in this report showing any and all notes and revisions required by this decision to the Community Development Director for review and approval prior to making application for a Building Permit. A copy of said plans shall be submitted with any and all building permit applications for this project.
2. Appeals: Under Arizona law there is a 30 period in which a zoning approval may be appealed. No site work or construction activities may be undertaken during this period.

Staff recommends that the Planning & Zoning Commission APPROVE the proposed CONCEPT PLAN subject to the stipulations outlined below:

1. Approval of the Concept Plan is subject to the above-noted stipulations recommended for the Zoning Map Amendment approval.
2. Approval of the Concept Plan is contingent upon Town Council approval of the Zoning Map Amendment. Concept Plan approval shall not take effect unless the Town Council approves the Zoning Map Amendment.
3. The applicant shall provide a landscaping and lighting plan prior to the issuance of any building permit and no occupancy permit shall be issued prior to the completion of all site improvements as depicted and approved. Landscaping plans shall include irrigation details.
4. The applicant shall submit Site Improvement Plans. All utilities and drainage features must be installed and functional as shown on the improvement plans and approved by the Town Engineer prior to the issuance of any building permit.
5. No occupancy permit shall be issued prior to the completion of all site improvements as depicted and approved. Said improvements must be approved by both the Town Engineer and the Planning Administrator.

6. All off-site drainage or other utility improvements required as conditions of this approval shall return any off-site disturbed areas to a condition similar to, or better than their pre-existing state prior to the issuance of a certificate of occupancy. This shall include, but is not limited to re-grading, re-vegetating, and re-constructing moved or damaged structures or similar improvements.
7. All off-site improvements required as conditions of any approval regarding this project shall be either constructed, or fully bonded with a performance guarantee in a form and amount satisfactory to the Town Engineer prior to the issuance of an occupancy permit.
8. Prior to the issuance of a Certificate of Occupancy, the applicants shall comply with the requirements of the Fountain Hills Sanitary District.
9. Prior to the issuance of a Certificate of Occupancy, the applicants shall comply with the requirements of the Fountain Hills Fire Department.
10. Prior to the issuance of a Certificate of Occupancy, the applicants shall comply with the requirements of the Fountain Hills Town Engineer
11. Subject to the applicants fulfilling the Public Art requirement pursuant to Section 19.05.I of the Fountain Hills Zoning Ordinance prior to the issuance of the first Certificate of Occupancy.

Chairman Archambault asked if the applicant wanted to make a presentation.

The applicant, Gary Hayes, spoke on behalf of his client who is a Canadian with a residence here and also in Prince George, British Columbia. Mr. Hayes went on to say that his client has experience with establishing specialized vehicle storage centers. The proposed storage facility is specifically for high end vehicles in a climate controlled environment. The location of these storage facilities are not everywhere but determined by the demographics of the community. There would be no more than one employee on site. Mr. Hayes brought up that residents would be happy with this development since the number of vehicle trips are significantly less than trips associated with a typical storage center or retail/commercial business. Mr. Hayes said he agreed with everything Mr. Rodgers presented earlier. Mr. Hayes concluded he is available for any questions as is the architect Mark Dorhmann.

Mary Ann Jacobs, Morningside HOA President, stated there is a concern with the amount of lighting that would affect the residents closest to the storage facility. A previous project proposed at the same sight by Prevco introduced a 40' building with lighting all around which was a concern for Morningside. What are the business and lighting hours?

Chairman Archambault closed the public hearing at 6:45 p.m.

AGENDA ITEMS #3 – CONSIDERATION OF ORDINANCE #16-07, A PROPOSED AMENDMENT TO TOWN OF FOUNTAIN HILLS ZONING MAP. IF ADOPTED, THE AMENDMENT WOULD REZONE APPROXIMATELY 2.07 ACRES AT 11843 N. DESERT VISTA DRIVE, FROM THE C-1 ZONING DISTRICT TO THE C-3 ZONING DISTRICT. IF APPROVED, THE REZONING WILL ALLOW THE CONSTRUCTION OF AN AUTOMOBILE AND RV STORAGE FACILITY. (CASE #Z 2016-06)

Chairman Archambault asked the applicant to address Ms.Jacob's concerns.

Mr. Hayes explained they will work with staff to ensure they understand the concerns and adhere to town and state regulations regarding the lighting. He also stated this is a much better project as the building is 16 feet in height compared to the pervious project proposed by Prevco of a 40 feet in building height.

Vice-Chairman Mikolajczyk expressed concern regarding the small exit only location on Desert Vista Drive.

Mr. Hayes said they can change the Desert Vista Drive location into a larger entry and exit along with any stipulations.

Commissioner Dempster asked where the RV storage would be located and how the trip count is determined.

Mr. Hayes said the RV storage would be interior if the RV height could be accommodated. There are no exterior storage spaces. The trip count is determined by the amount of units and how frequently a renter would visit. Since these units are primarily used for long term storage, renters would come and go very infrequently.

Commissioner Dempster asked about the demand for this kind of facility and the lights displayed around the building rendering.

Mr. Hayes said the owner has done a large amount of research and is a part of a car aficionado community. There is a demand for facilities to accommodate the discerning car aficionado. Mr. Hayes committed to working with staff regarding the lighting to make sure they have the least impact on the residents.

In response to Vice-Chairman Mikolajczyk Mr. Hayes said most facilities like this are 24 hour access. As the project moves forward Mr. Hayes emphasized they would work with staff on the best method of the 24 hour access.

Commissioner Connick commented he is in favor of this project. He assumed on the rendering the detail around the building is scuppers and green louvers, not lighting. Mr. Connick stated as far as the Morningside community this would be the most minimum impact one could imagine. Having high end car storage is not an issue with the public. Should anyone trespass they would be found out since there would be security cameras.

Vice-Chairman Mikolajczyk **MOVED** to forward a recommendation to Town Council to Approve Ordinance #16-07, the proposed rezoning of property at 11843 N. Desert Vista Drive from C-1 to C-3 as presented and subject to the stipulations outlined in the staff report. Commissioner Connick **SECONDED** and the **MOTION CARRIED UNANIMOUSLY.** (6/0)

AGENDA ITEMS #4 –CONSIDERATION OF THE DESERT VISTA STORAGE CENTER CONCEPT PLAN TO ALLOW THE DEVELOPMENT OF A VEHICLE STORAGE FACILITY AT 11843 N. DESERT VISTA DRIVE. (CASE #CP 2016-03)

Chairman Archambault asked for any further discussion regarding the Concept Plan.

Mr. Rodgers asked the applicant to confirm there will not be any vehicle repair on the property.

Mr. Hayes confirmed no vehicle repair on site.

Vice-Chairman Mikolajczyk **MOVED** to **APPROVE** the Concept Plan for the Desert Vista Storage Center as presented and subject to the stipulations outlined in the staff report. Commissioner Connick **SECONDED** and the **MOTION CARRIED UNANIMOUSLY.** (6/0)

AGENDA ITEMS #5 – CONSIDERATION OF A CONCEPT PLAN FOR THE AMERICANA DEVELOPMENT & BUILDING CO., LLC TO ALLOW THE DEVELOPMENT OF A 12.24 ACRE COMMERCIAL PROPERTY ON THE NORTH-EAST CORNER OF AVENUE OF THE FOUNTAINS AND WESTBY DRIVE AT 16575 E. PALISADES BLVD. (Case #CP2016-01)

Mr. Rodgers gave a PowerPoint presentation about the Application submitted by Americana Development for “Copper Ridge” a commercial/residential/recreational mixed-use development on 12.24 acres, located at 16575 E. Palisades Blvd. Mr. Rodgers showed an aerial photo of the property which is a bit over 12 acres, with legal frontage on Palisades and frontage on La Montana, Avenue of the Fountains and Westby Drive. The main access points will be off Westby Drive and La Montana. The Commercial building facing Palisades may also have an access point from the existing parking lot in Bashas Plaza.

There is a large drainage area that extends from under Westby Drive, through the property, under the Bashas, plaza and then sheet flows across the plaza parking toward La Montana. Mr. Rodgers said the property is zoned C-2 commercial and the proposal includes 132 age restricted apartments for independent living, 60 assisted living units, and 52 memory care units. The proposal also includes approximately 42,000 sq ft of commercial space in two buildings, a community clubhouse, a park, and a large Public Art feature on the corner of Avenue of the Fountains and La Montana. The parking is provided in four on-site parking lots and some additional on-street spaces along La Montana Drive. Additional on-street parking may be included along Westby Drive. The applicants have asked that the on-street parking allowance, as well as any potential shortfall in spaces be addressed in the development agreement currently under negotiation with the Town Council. Mr. Rodgers included the landscape plan in his presentation to help visualize how the proposed site design lays out the building footprints, the parking areas and the park. Mr. Rodgers displayed the site plan with the phasing lines overlaid. He said there are four proposed phases: The Independent Living Building, the clubhouse, the park and the main parking lots between La Montana and Westby are Phase 1. Phase II is the Assisted Living and Memory Care Building. Phase IIIA is the commercial building on the corner of the Avenue of the Fountains and La Montana. Phase IIIB is the Commercial Building on the Westby and Palisades corner. All the phases also include all the site work, sidewalks, and landscaping associated with that phase of development. This project is also proposed to be re-platted according to the phases outlined in this plan for financing reasons. Mr. Rodgers commented on the architectural renderings of the Independent Living building which is to be four stories tall with a maximum building height of 54 feet. However the height is mitigated by the cutting down into the existing grade so as to sink the ground floor into the ground and lower the “measured” building height down closer to 40’ which is the maximum height allowed in the C-2 zoning district. This has been requested as part of the development agreement. Mr. Rodgers said that a portion of the building may still remain above the 40’ height limit. The applicants have asked that this also be addressed in the development agreement if necessary. Mr. Rodgers concluded with saying the staff recommends that the Commission approve the Concept Plan, subject to the stipulations outlined in the staff report, and with the understanding that certain items will be addressed in a development agreement which is to be approved by the Town Council. The applicants are present and would like to make a presentation.

Mr. Dan Carter, Americana Development, addressed the commission related to the Americana “Copper Ridge” Senior Living. Mr. Carter said one of the elements of the design is a landscape plan that is respectful of the area. The goal is to have a proper balance of lush landscape to create a home environment for the residents of the building and the community surrounding. There is a large park area in the center for activities and for people to walk their animals. The entire project is planned in phases to allow for proper planning for the future especially commercial side. They stated they strive for a high quality architectural design and to make sure there are enough public and private spaces. They are working with Mr. Rodgers to address some height conflicts. In response to Chairman Archambault, Mr. Carter said, “There is some level of screening of roof-mounted equipment (mostly architectural) but it will not be finalized until the decision of individual air condition unit or a chiller for the building.”

Diana Cougar, a Fountain Hills resident, stated the project looks beautiful and it would be a nice improvement to the vacant lot. Ms. Cougar asked why are recent town projects all four stories and that she is glad she does not live in the Thunder Ridge Condominiums because they will be dwarfed. Commissioner Connick asked about the park use and expressed concern about the contour heights.

Mr. Carter said the park is for residents only, such as walking dogs, exercise course and a few putting greens. The contour heights are a result of what existed prior which was a large gully.

Chairman Archambault asked if the developer ever considered parking spaces on Westby Drive.

Mr. Carter replied they are working with staff regarding the parking and will have more definite answers as the development agreement is finalized.

Chairman Archambault complimented the developer on the architectural features shown in the renderings.

Commissioner Dempster also complimented the project renderings and asked if the medical and commercial offices would be open to the public.

Mr. Carter said they are working on what is the best use for the town.

Vice-Chairman Mikolajczyk asked if the building height would be 40 feet above current grade which is above street level.

Mr. Carter confirmed the building height would be 40 feet above the existing grade by cutting down into the existing grade so as to bring the bottom floor into the ground.

Vice-Chairman Mikolajczyk asked for clarification on what the developer's definition of senior living.

Mr. Carter answered, age 62 and older.

Commissioner Strohan questioned the grading plan off of Westby Drive. What will the walls look like?

Mr. Carter replied step walls will probably be used. The finish will compliment the rest of the site's architecture.

Commissioner Jones asked when would phase I begin and end.

Mr Carter stated the project would begin Spring 2017 and Phase I would take 16-18 months to complete.

In response to Chairman Archambault, Mr. Carter stated that the public art piece would be part of the building architecture and there is a larger piece which is a screening wall that will have a water feature.

Vice-Chairman Mikolajczyk **MOVED** to **APPROVE** the **CONCEPT PLAN** for the Americana Development & Building Co. LLC mixed-use project on 12.24 acres at 16575 E. Palisades Blvd, as presented and subject to the stipulations outlined in the staff report, including the approval by Town Council of any additional terms and conditions outlined in the Development Agreement. Commissioner Jones **SECONDED** and the **MOTION CARRIED UNANIMOUSLY.** (6/0)

AGENDA ITEM #6 - COMMISSION DISCUSSION/REQUEST FOR RESEARCH to staff.

Items listed below are related only to the propriety of (i) placing such items on a future agenda for action or (ii) directing staff to conduct further research and report back to the Commission.

Vice-Chairman Mikolajczyk asked Mr. Rodgers the status of the Downtown Entertainment Overlay Ordinance.

Mr. Rodgers replied the commission will be reviewing the ordinance and the noise ordinance in two weeks. The town attorney will be available at the Commission meeting to guide the Commission through his recommendations on the process of approving the ordinances.

AGENDA ITEM #7 - SUMMARY OF COMMISSION REQUESTS FROM SENIOR PLANNER.

None

AGENDA ITEM #8 - REPORT FROM SENIOR PLANNER AND ZONING ADMINISTRATOR, PLANNING AND ZONING DIVISION OF DEVELOPMENT SERVICES.

None

AGENDA ITEM #9 - ADJOURNMENT.

The commission adjourned at 7:23 p.m.

FOUNTAIN HILLS PLANNING & ZONING COMMISSION

BY:

Chairman Mike Archambault

ATTEST:

Paula Woodward, Executive Assistant

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the meeting of the Fountain Hills Planning and Zoning Commission held on the 14th day of July 14, 2016, in the Town Council Chambers, 16705 E. Avenue of the Fountains, Fountain Hills, AZ 85268. I further certify that the meeting was duly called and that a quorum was present.

Dated this 19 of July 2016



Paula Woodward, Executive Assistant



TOWN OF FOUNTAIN HILLS

Development Services Department Planning & Zoning Division

AGENDA ACTION FORM

Meeting Date: July 28, 2016

Agenda Type: Regular

Meeting Type: Regular

Submitting Department: Development Services

Staff Contact Information: Bob Rodgers, Interim Development Services Director, rodders@fh.az.gov

REQUEST TO PLANNING & ZONING COMMISSION:

CONSIDERATION of a CONCEPT PLAN for the proposed "Park Place, Phase I", a mixed-use development proposal located at 16725 & 16845 E. Avenue of the Fountains. (Case #CP2016-02)

Applicant: Bart Shea, N-Shea Group, LLC
14555 N. Scottsdale Rd. Ste 240
Scottsdale, AZ 85254
(480) 315-0154

Owner: Park Place Properties, LLC
C/O Sam Gambacorta
1221 Cleveland Street
Wilmette, Ill 60091
(847) 251-2348

Property Location: 16725 – 16845 E. Avenue of the Fountains, Fountain Hills, AZ
Plat 208, Block 2, Lot 1A and Plat 208, Block 7, Lots 5A and 5C

Related Ordinance, Policy or Guiding Principle:

Fountain Hills Zoning Ordinance Chapter 2, Section 2.04 – Concept Plan Review
Fountain Hills Zoning Ordinance Chapter 18 – Town Center Commercial Zoning District
Resolution #2016-12 – Minor General Plan Amendment
Resolution #2016-13 – Park Place Development Agreement

Staff Summary (background):

N-Shea Group LLC is proposing to construct a mixed use development project on the vacant land along the Avenue of the Fountains, between Saguaro Blvd and the Town Hall/Community Center complex. The complete project will ultimately include 43,000 sq ft of commercial space and 404 multi-family residential dwelling units in five buildings.

This application is for Phase I of the development. Phase I is located on newly re-platted lots 1A, 5A and 5C. Building C is located on lot 1A and Building D is on 5A. Lot 5C contains the main access drive off Verde River Drive. Phase I includes both buildings, the associated driveways and parking areas, the Avenue of the Fountains streetscape improvements, a pocket park, public wi-fi, two pools, and other site improvements. Total Phase I project area is approximately 5.4 acres excluding any off-site work areas.

Off-site work will include a new parking lot on Town property, Avenue of the Fountains streetscape improvements to match the north side of the avenue, crosswalk ramadas, striping for on-street parking on Verde River Drive and Paul Nordin Pkwy, and public art.

Buildings C and D contain 115 apartment units and 15,752 sf of commercial space each and are to be 4 stories tall with a maximum height of 54' above natural grade as approved in the Park Place Development Agreement.

The parking requirements for Park Place have been modified by the Development Agreement to allow for a 20% reduction in the number of spaces required. The Development Agreement also requires that each residential unit have one space specifically reserved for it and that the residential spaces be within 300' of the units they are reserved for. Reserved residential parking spaces must be on-site and may not be within the parking lot located on town property or within the town right-of-ways. Staff has reviewed the Concept Plan and has determined that these criteria have been met.

The project's residential density is also within the limits set by the General Plan (45 units per Acre) and is within the maximum number of units set by the approved Park Place Development Agreement (420 total units).

The project's architectural design is a modern southwestern design with ground floor commercial office, retail, and restaurant space facing the Avenue of the Fountains. The upper three floors will contain 1, 2, and 3 bedroom apartments. Each building will also be served by a 2nd story parking deck and a community pool area.

Risk Analysis (options or alternatives with implications):

Approval will allow the applicants to submit construction drawings for building permit approval.

Denial will result in one of three outcomes:

1. require that the applicants revise their proposal to meet the Commission's requirements for approval, or
2. cause the applicants to appeal the Commission's denial to the Town Council, or
3. cause the applicants to abandon their project

Fiscal Impact (initial and ongoing costs; budget status): NA

Staff Recommendation(s):

Staff recommends that the Planning & Zoning Commission approve the Park Place, Phase I Concept Plan subject to the stipulations outlined below:

1. The applicant shall submit Site Improvement Plans. All utilities and drainage features must be installed and functional as shown on the improvement plans and approved by the Town Engineer prior to the issuance of a Building Permit for vertical construction.
2. No Certificate of Occupancy shall be issued prior to the completion of all site improvements as depicted and approved. Said improvements must be approved by both the Town Engineer and the Planning & Zoning Administrator.
3. No Building Permit shall be issued for Phase I prior to the applicant submitting a plan to the Planning Administrator for review and approval which demonstrates that the on-site residential and commercial parking requirements outlined in the Park Place Development Agreement have been met.
4. No Certificate of Occupancy shall be issued prior to the completion of all streetscape improvements, ramadas, and the pocket park which are associated with Phase I as required by the approved Park Place Development Agreement.

5. The applicant shall submit an amended Concept Plan showing any and all notes and/or revisions required by this decision to the Planning Administrator for review and approval prior to making application for a Building Permit. A copy of said amended and approved Concept Plan shall be submitted with any and all building permit applications for this project.
6. Prior to the issuance of a Certificate of Occupancy, the applicant shall comply with any requirements of the Fountain Hills Sanitary District.
7. Prior to the issuance of a Certificate of Occupancy, the applicant shall comply with any requirements of the Fountain Hills Fire Department.
8. Subject to the applicants fulfilling the Public Art requirement pursuant to the requirements outlined in Section 19.05.I of the Fountain Hills Zoning Ordinance, as modified by the approved Park Place Development Agreement.
9. Subject to the findings and recommendations contained in the July 2016, Traffic Impact Analysis prepared by Kimley-Horn and titled, "SWC Saguaro Boulevard and Avenue of the Fountains, Fountain Hills, Arizona". (executive summary attached)
10. Subject to the conclusions and recommendations contained in the July 2016, Parking Analysis prepared by Kimley-Horn and titled, "Park Place, Saguaro Boulevard and Avenue of the Fountains, Fountain Hills, Arizona". (attached)
11. Subject to any remaining requirements contained in the approved Park Place Development Agreement.

SUGGESTED MOTION:

Move to Approve the Concept Plan for Park Place, Phase I, as presented and subject to the stipulations outlined in the staff report.

Attachment(s):

1. Application
2. Applicant's Narrative
3. Park Place Concept Plan Set (25 pgs)
4. Park Place Parking Analysis (7 pgs)
5. Park Place Traffic Impact Analysis Executive Summary (3 pgs)
6. Resolution #2016-12 – Minor General Plan Amendment
7. Resolution #2016-13 – Park Place Development Agreement
8. June 2, 2016 Fountain Hills Sanitary District letter

Submitted by:

Robert Rodgers  7/20/2016
Interim Development Services Director Date



DO Not write in this space - official use only

Filing Date 5-24-16

Accepted By MS

Fee Accepted CP

Case Manager _____

#6826

The Town of Fountain Hills

05-25-16A09:25 RCVD

PLANNING & ZONING DEPARTMENT - APPLICATION

<input type="checkbox"/>	Abandonment (Plat or Condominium)	<input type="checkbox"/>	Appeal of Administrator's Interpretation
<input type="checkbox"/>	Area Specific Plan & Amendments	<input checked="" type="checkbox"/>	Concept Plan
<input type="checkbox"/>	Condominium Plat	<input type="checkbox"/>	Cut/Fill Waiver
<input type="checkbox"/>	Development Agreement	<input type="checkbox"/>	HPE Change or Abandonment
<input type="checkbox"/>	General Plan Amendment	<input type="checkbox"/>	Ordinance (Text Amendment)
<input type="checkbox"/>	Planned Unit Development	<input type="checkbox"/>	Preliminary / Final Plat
<input type="checkbox"/>	Replat (Lot joins, lot splits, lot line adjustments)	<input type="checkbox"/>	Special Use Permit & Amendments
<input type="checkbox"/>	Rezoning (Map)	<input type="checkbox"/>	Temporary Use Permit (Median Fee, if applicable)
<input type="checkbox"/>	Site Plan Review (vehicles sales)	<input type="checkbox"/>	Other
<input type="checkbox"/>	Variance	<input type="checkbox"/>	

PROJECT NAME / NATURE OF PROJECT:

LEGAL DESCRIPTION: Plat Name 208 Block 2 & 7 Lot 1A & 5A

PROPERTY ADDRESS: NOT YET ASSIGNED

PARCEL SIZE (Acres) 1A - 2.58 + 5A - 2.83 = 5.4 AC **ASSESSOR PARCEL NUMBER** 176-27-097 & 176-25-561

NUMBER OF UNITS PROPOSED 115 UNITS X 2 = 230 UNITS **TRACTS** 115 UNITS X 2 = 230 UNITS

EXISTING ZONING _____ **PROPOSED ZONING** _____

Applicant

Mrs. BART SHEA - N-SHEA GROUP # 23296 Day Phone 480-315-0154

Mr. _____

Ms. Address: 14555 N. SCOTTSDALE ROAD, SUITE 240 City: SCOTTSDALE State: AZ Zip: 85254

Email: shea@scd-llc.com

Owner

Mrs. SAM GAMBACORTA - PARK PLACE PROPERTIES # 12116 Day Phone 847-251-2348

Mr. _____

Ms. Address: 1221 CLEVELAND City: WILMETTE State: IL Zip: 60091

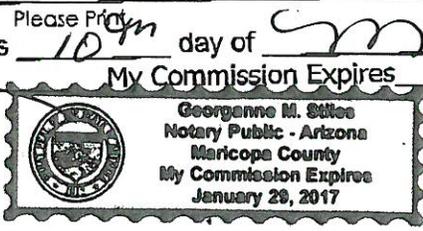
If application is being submitted by someone other than the owner of the property under consideration, the section below must be completed.

SIGNATURE OF OWNER *S. I. Gambacorta* DATE 5/10/16

I HEREBY AUTHORIZE _____ TO FILE THIS APPLICATION.

Subscribed and sworn before me this 10th day of May, 2016

[Signature]
Notary Public



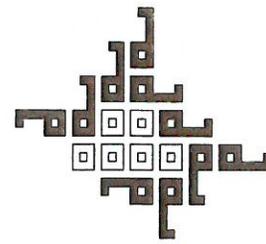
MUNIS 6826
APPLICATION # 2016-02
CP

May 10, 2016

VIA HAND DELIVERY

Robert Rodgers
Senior Planner
& Zoning Administrator
Town of Fountain Hills
16705 E Avenue of the Fountains
Fountain Hills, AZ 85268

05-25-16A09:26 RCVD



LANDMARK
design

RE: Concept Plan review package regarding the Park Place project.

Mr. Rodgers:

In connection with the Park Place Master Planned project, the applicant hereby submits the Concept Plan package for Park Place Phase 1.

1. Proposed Name of Development:

Park Place Master Plan
16725 & 16845 E Avenue of the Fountains
Fountain Hills, AZ 85268

2. Applicant Information:

N-Shea Group, LLC
14555 N. Scottsdale Rd., Suite 240
Scottsdale, AZ 85266
PH: 480-315-0154

* The property is currently owned by Park Place Properties, LLC. The N-Shea Group, LLC currently controls the property through an active/executed Purchase and Sale Agreement

3. Legal Description:

LOT 5, OF A FINAL REPLAT OF BLOCK 7, PLAT NO. 208, FOUNTAIN HILLS, ARIZONA BOOK 144 OF MAPS, PAGE 4, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN [BOOK 615 OF MAPS, PAGE 49](#).

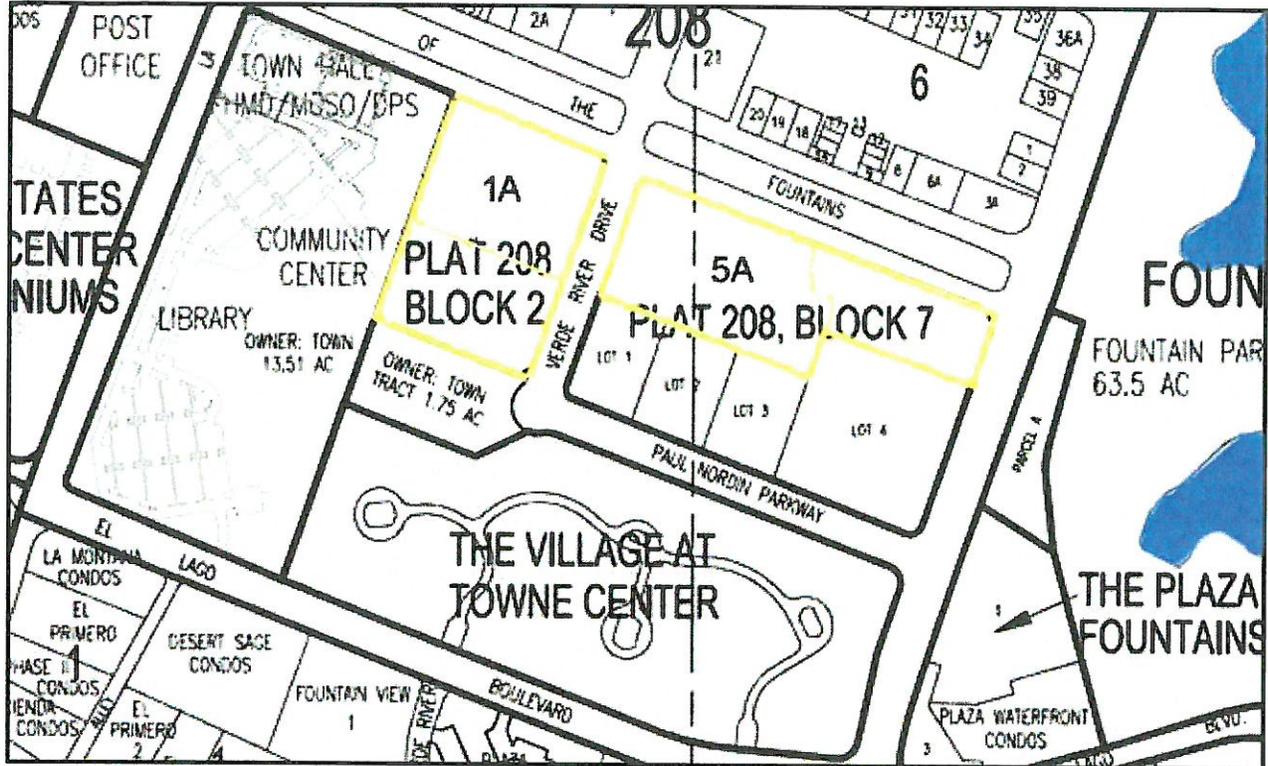
LOT 1, OF A FINAL REPLAT OF BLOCK 2, PLAT NO. 208, FOUNTAIN HILLS, ARIZONA, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN [BOOK 615 OF MAPS, PAGE 48](#).

EXCEPT ALL MINERALS AS RESERVED UNTO THE UNITED STATES OF AMERICA IN PATENT OF SAID LAND RECORDED FEBRUARY 28, 1956 IN [DOCKET 1839, PAGE 426](#), RECORDS OF MARICOPA COUNTY, ARIZONA.

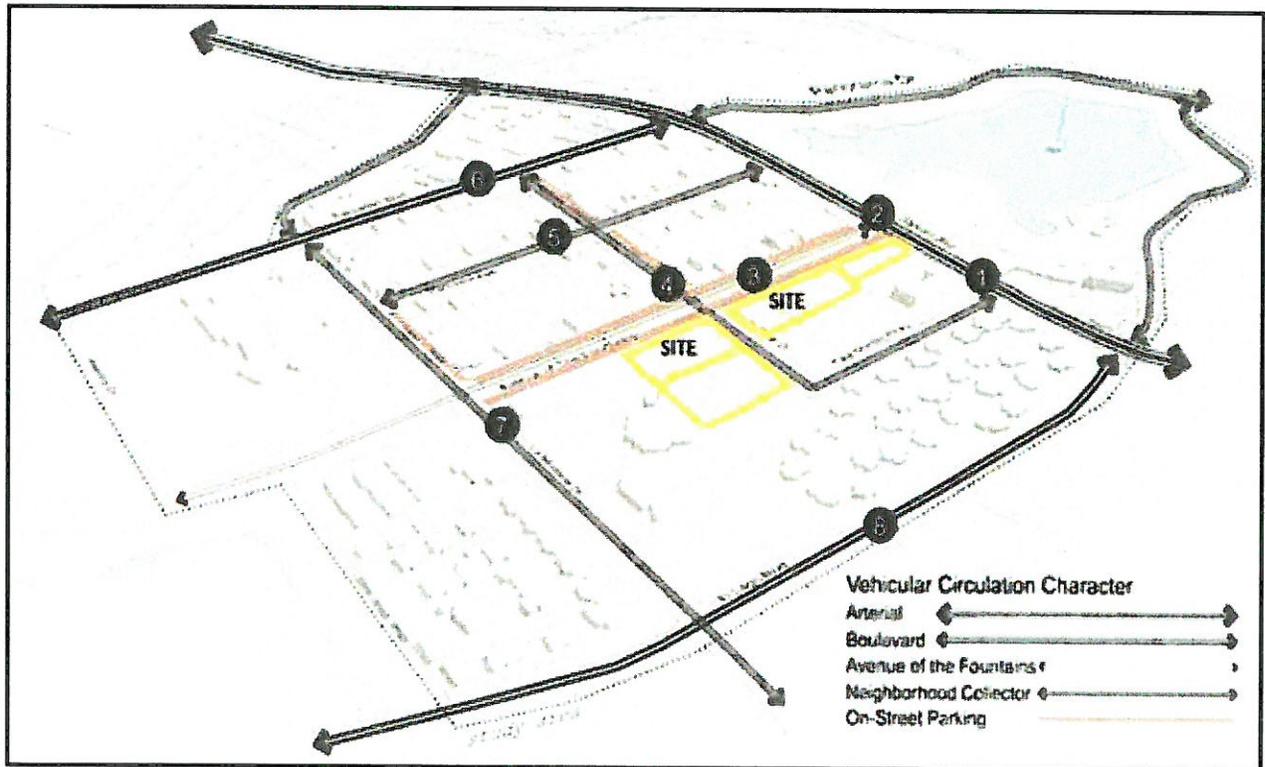
EXCEPT ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS,

CP2016-02

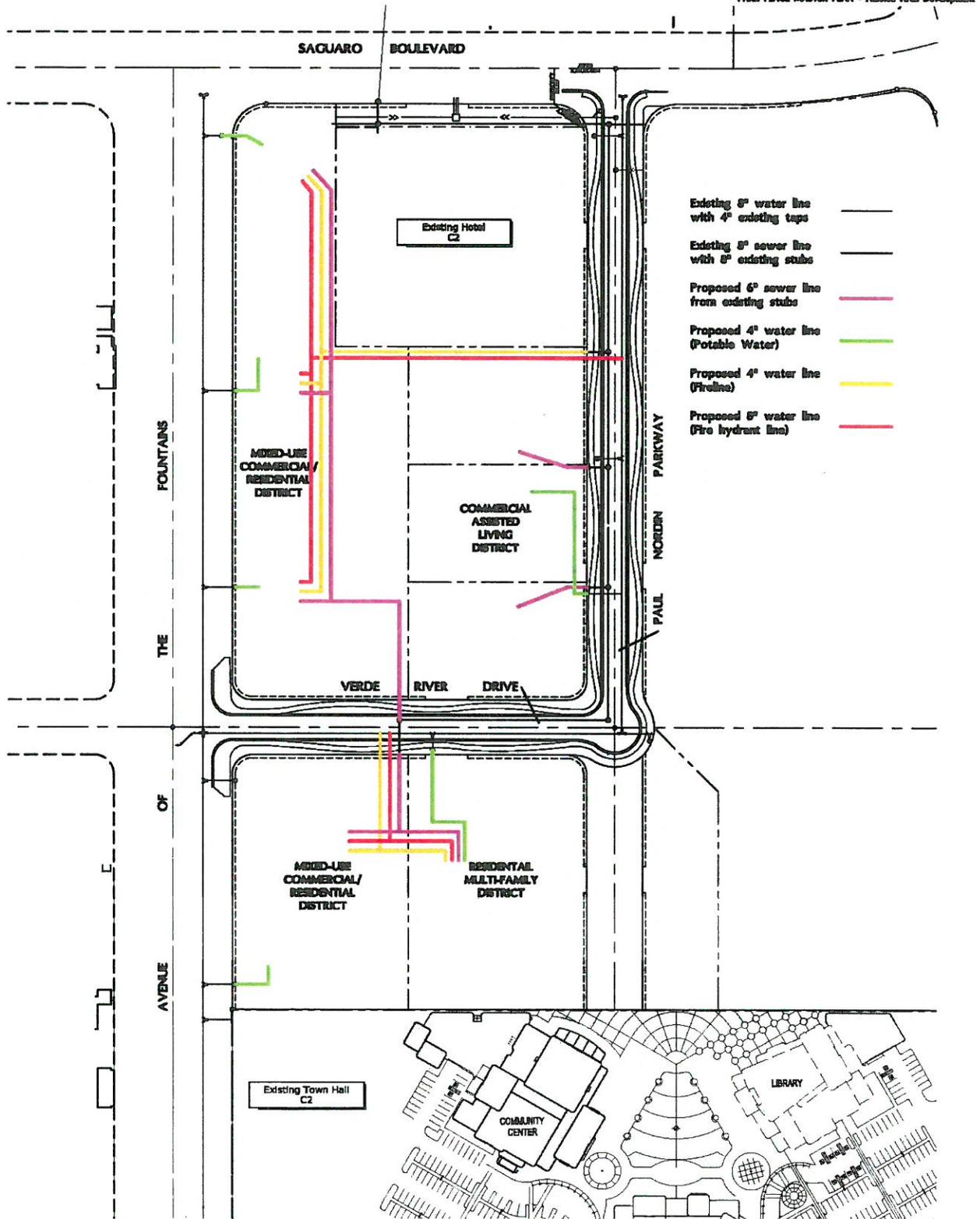
5. Generalized Location Map (Cont):



6. Traffic Circulation:

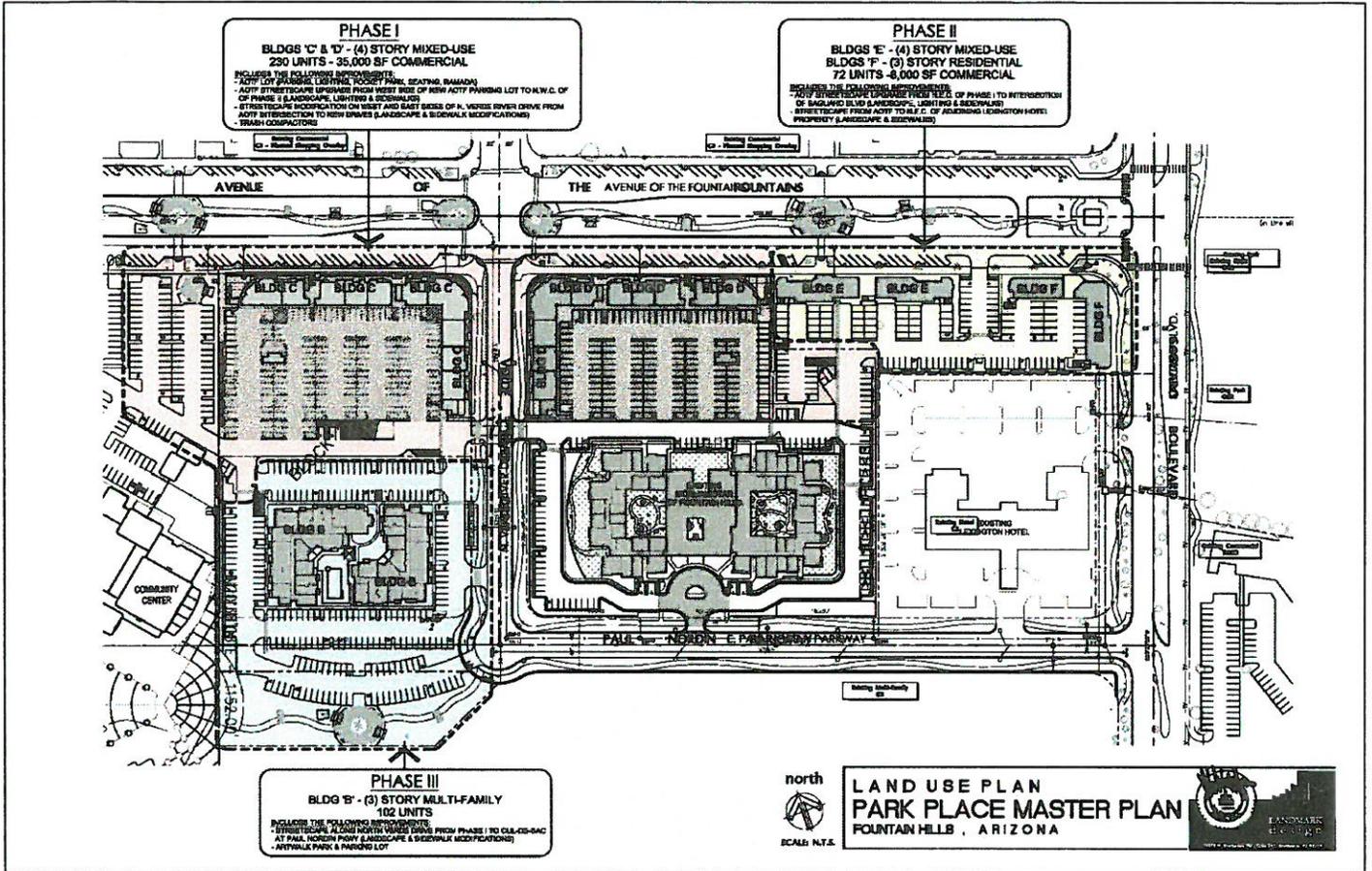


7. Infrastructure Impact:



EXISTING & PROPOSED UTILITIES

8. Land Use Plan:



PHASE I
 BLDGS 'C' & 'D' - (4) STORY MIXED-USE
 230 UNITS - 35,000 SF COMMERCIAL
 INCLUDES THE FOLLOWING IMPROVEMENTS:
 - ACTY LOT PARKING, LIGHTING, TOILET PARK, SEATING, BAMBUA
 - ACTY STREETSCAPE UPDATES FROM WEST SIDE OF NEW ACTY PARKING LOT TO N.W.C. OF PHASE I (LANDSCAPE, LIGHTING & SIDEWALKS)
 - STREETSCAPE MODIFICATION ON WEST AND EAST SIDES OF S. VERDE RIVER DRIVE FROM ACTY INTERSECTION TO NEW BRIDGE (LANDSCAPE & SIDEWALK MODIFICATIONS)
 - TRASH COMPACTORS

PHASE II
 BLDGS 'E' - (4) STORY MIXED-USE
 BLDGS 'F' - (3) STORY RESIDENTIAL
 72 UNITS - 8,000 SF COMMERCIAL
 INCLUDES THE FOLLOWING IMPROVEMENTS:
 - ACTY STREETSCAPE UPDATES FROM WEST SIDE OF PHASE I TO INTERSECTION OF SAGUARO BLVD (LANDSCAPE, LIGHTING & SIDEWALK)
 - STREETSCAPE FROM ACTY TO S.W.C. OF SAGUARO (EDINGTON HOTEL) PROPERTY (LANDSCAPE & SIDEWALKS)

PHASE III
 BLDG 'H' - (3) STORY MULTI-FAMILY
 102 UNITS
 INCLUDES THE FOLLOWING IMPROVEMENTS:
 - STREETSCAPE ALONG NORTH WILSON DRIVE FROM PHASE I TO CAL-OS-04C AT PALM, NORTON PARK (LANDSCAPE & SIDEWALK MODIFICATIONS)
 - PARKWALK PARK & PARKING LOT

north
 LAND USE PLAN
PARK PLACE MASTER PLAN
 FOUNTAIN HILLS, ARIZONA

DATE:	REVISIONS:
10/15/16	1.00
11/02/16	2.00
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01/05/17	11.00
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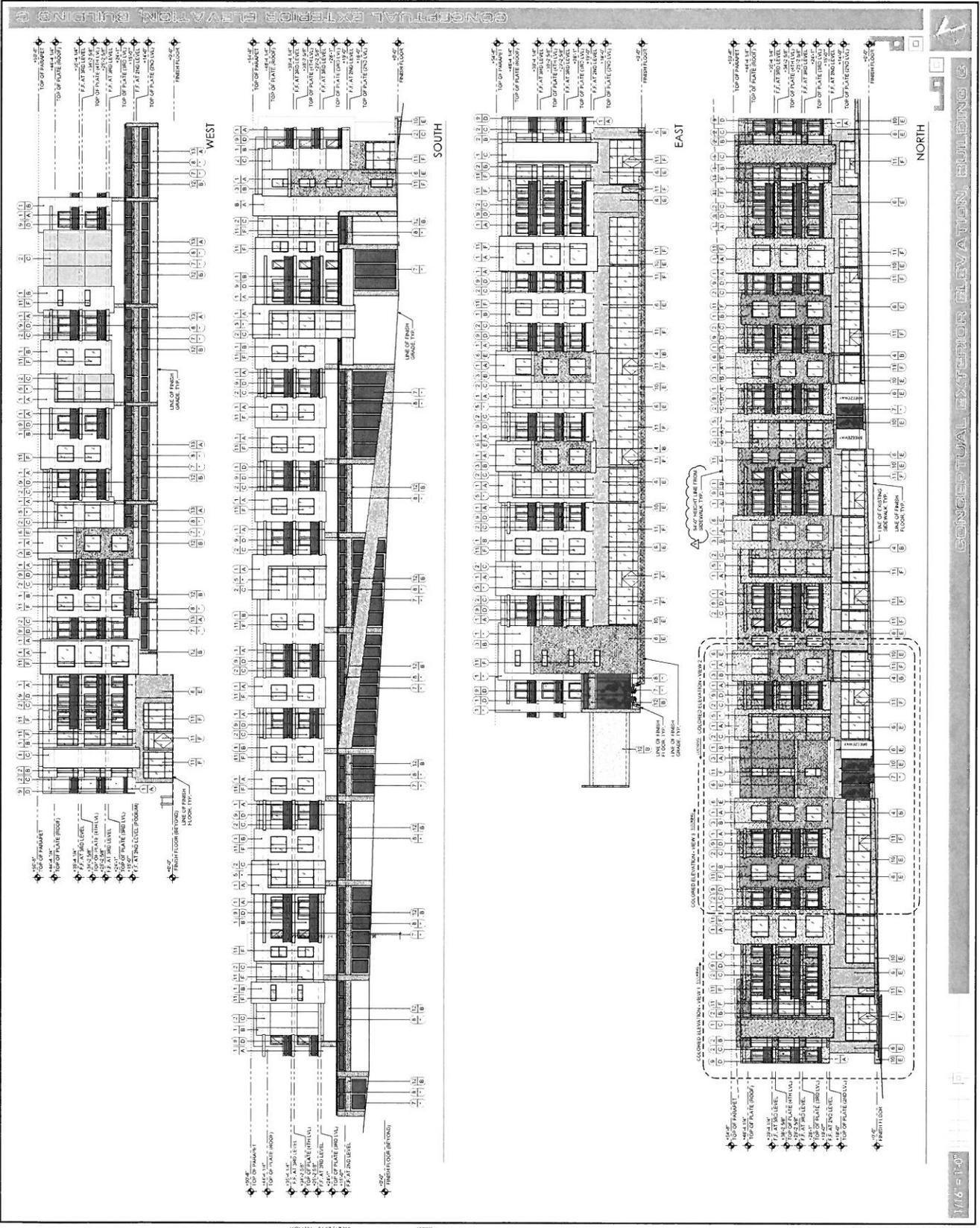
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- MATERIALS & SURFACES**
- LEGEND**
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Phase 9
FOUNTAIN HILLS, ARIZONA
 1500 N. Scottsdale Rd., Suite 200, Scottsdale, AZ 85251
 16-202 (REV. APRIL 28, 2016) SHEET: EL1



DATE	REVISIONS:
12-2-20	1. DOWN OF FOUNTAIN HILLS CENTER COURSE

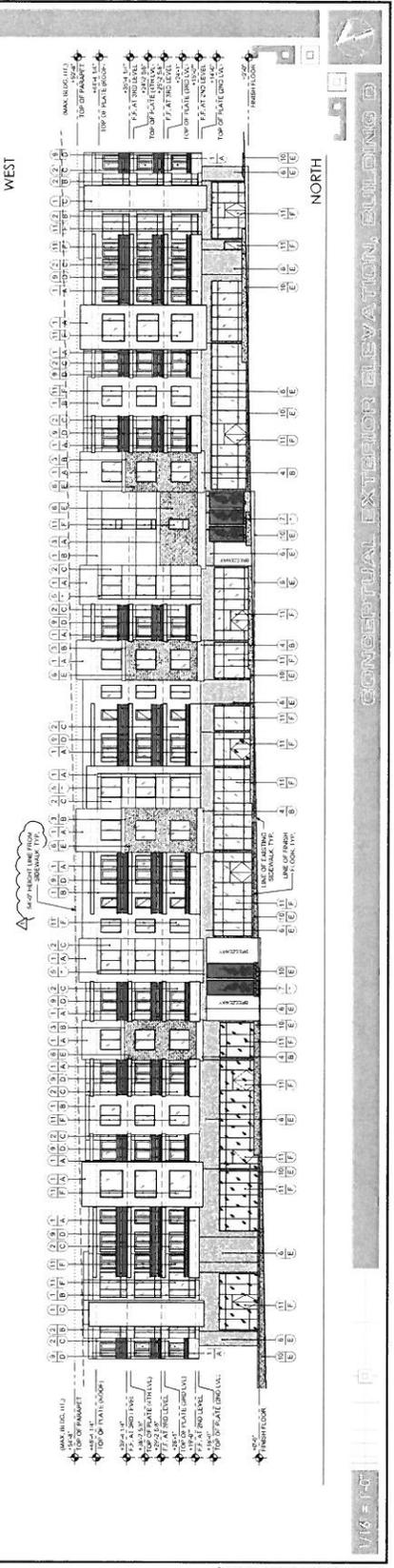
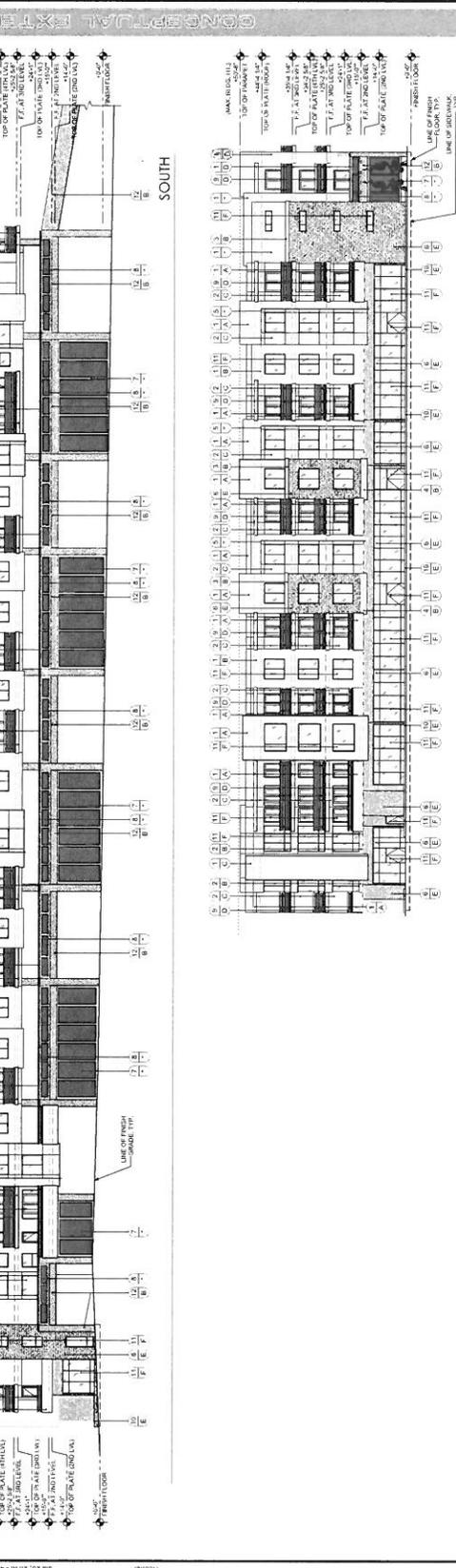
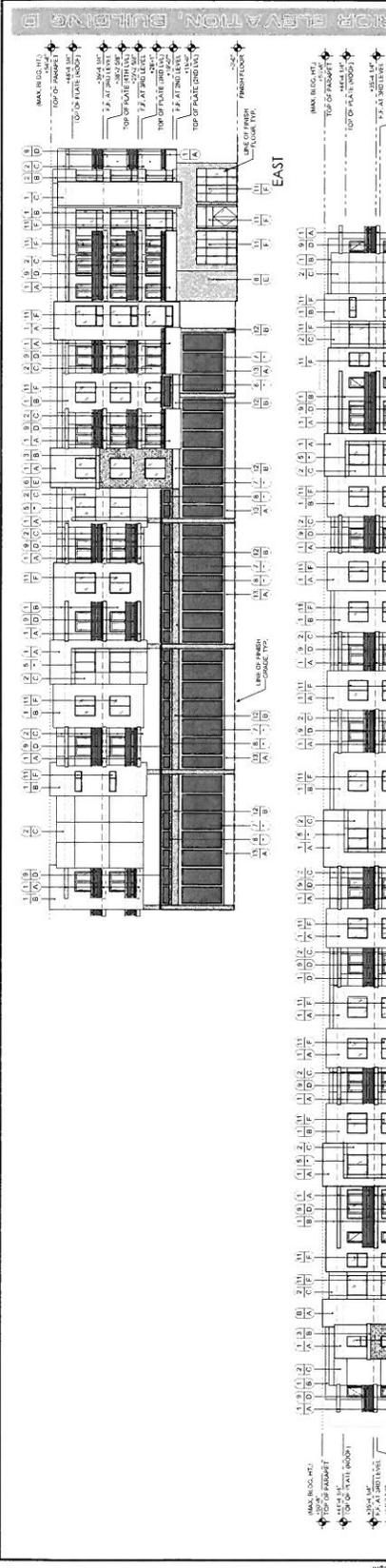
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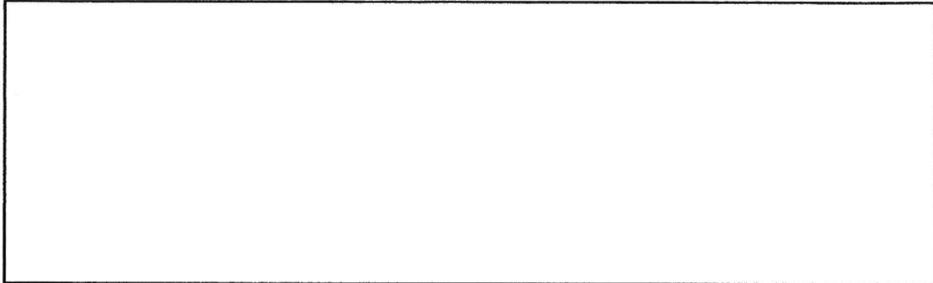
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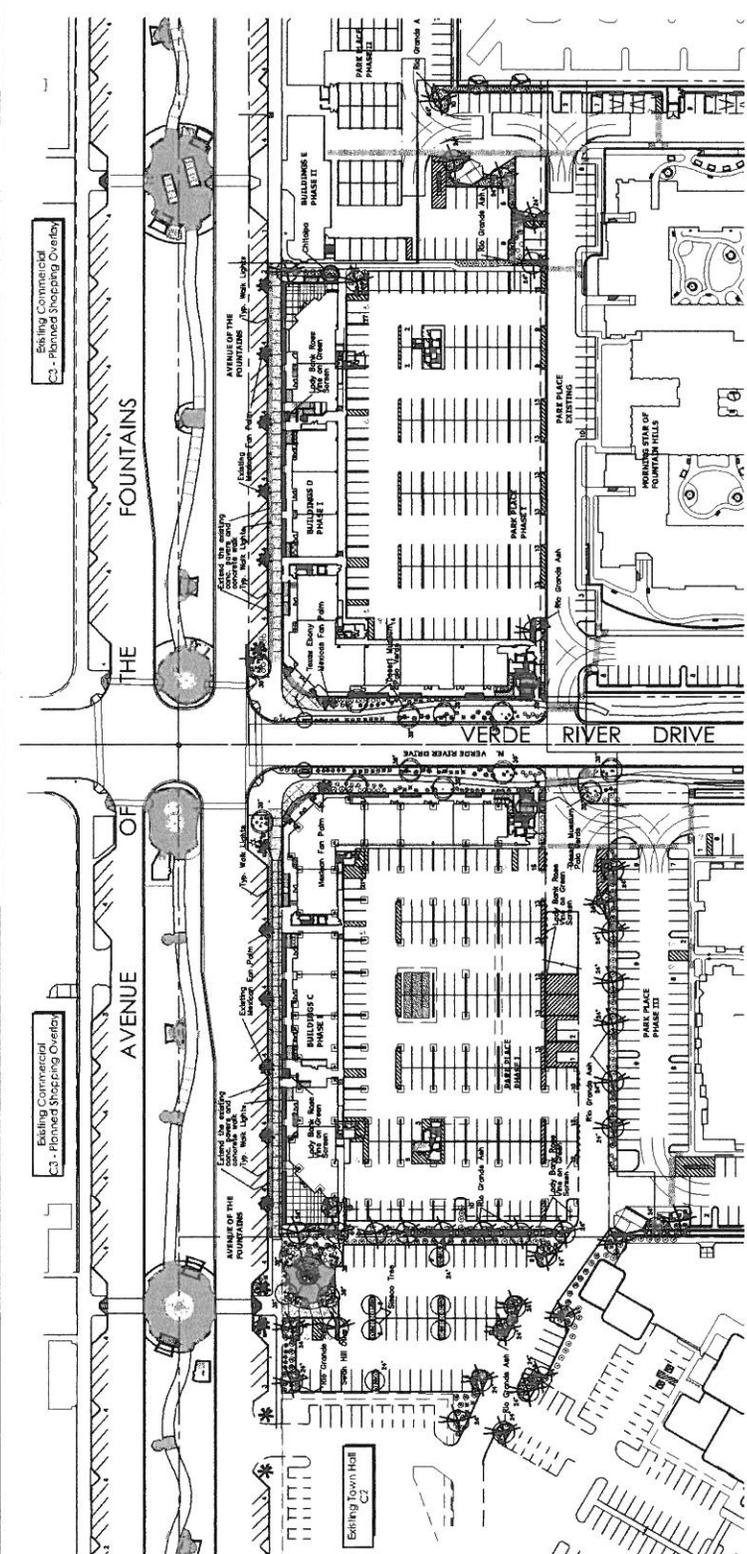
Paradise Place 9
 FOUNTAIN HILLS, ARIZONA
 16-202.dwg, April 25, 2016 EL2



DATE	REVISIONS




Park Place - Phase I
 FOUNTAIN HILLS, ARIZONA
 PROJECT NO. 16-2002 DATE: July 08, 2016 SHEET 12.0



PHASE I MASTER LANDSCAPE PLAN
 SCALE 1"=50'-0"


 EXP. 07/29/2018

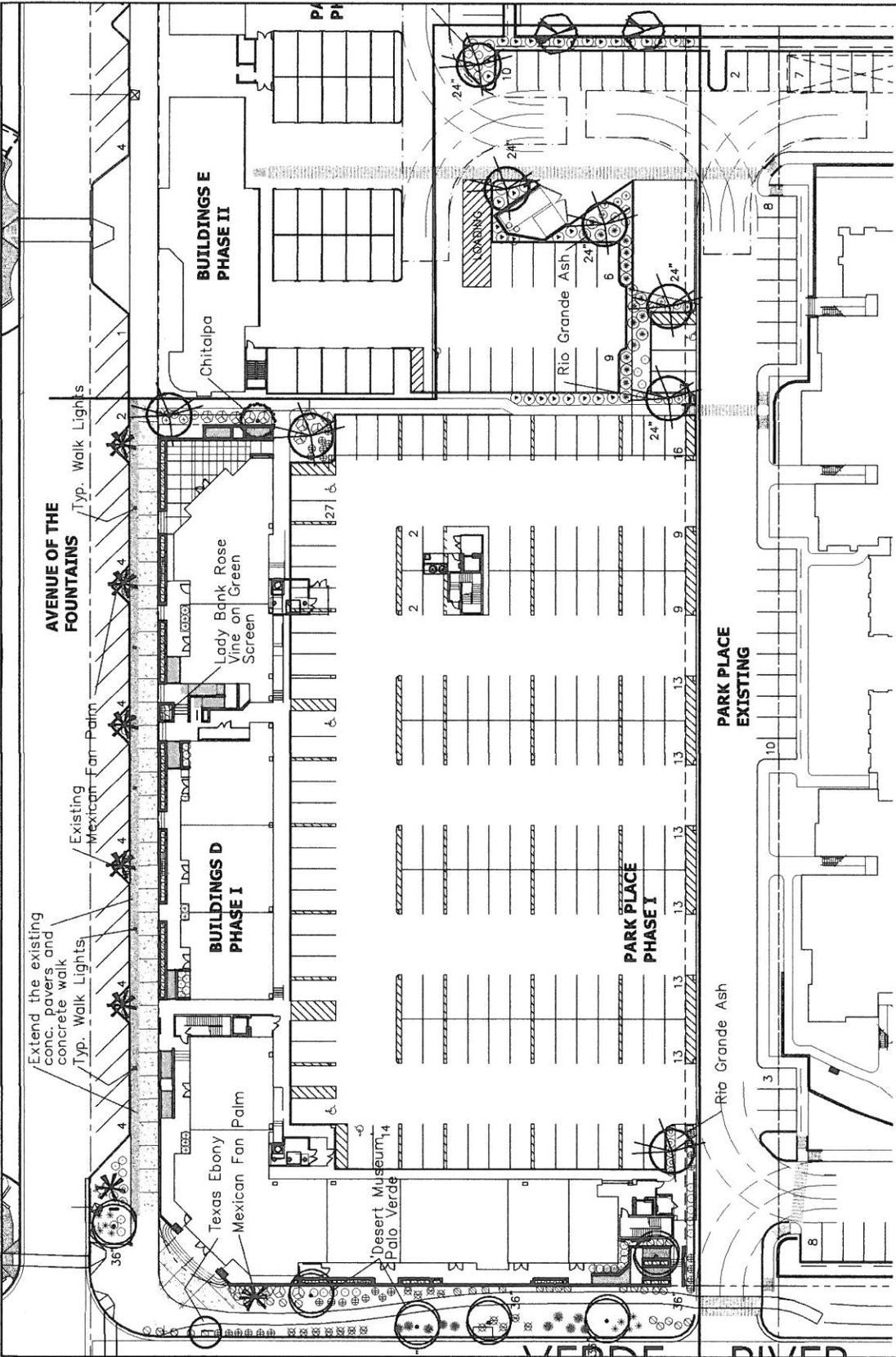

SYMBOL	BOTANICAL/COMMON NAME	SIZE	PLANTING QUANTITIES
	NEW TREES		
①	Washingtonia robusta	15'-25' Tall, 5cm Jctn	258
②	Phoenix palm	15'-25' Tall, 5cm Jctn	90
③	Phoenix palm	15'-25' Tall, 5cm Jctn	82
④	Phoenix palm	15'-25' Tall, 5cm Jctn	122
⑤	Phoenix palm	15'-25' Tall, 5cm Jctn	241
⑥	Phoenix palm	15'-25' Tall, 5cm Jctn	72
⑦	Phoenix palm	15'-25' Tall, 5cm Jctn	170
⑧	Phoenix palm	15'-25' Tall, 5cm Jctn	2
⑨	Phoenix palm	15'-25' Tall, 5cm Jctn	46
⑩	Phoenix palm	15'-25' Tall, 5cm Jctn	36
⑪	Phoenix palm	15'-25' Tall, 5cm Jctn	22
⑫	Phoenix palm	15'-25' Tall, 5cm Jctn	3
⑬	Phoenix palm	15'-25' Tall, 5cm Jctn	1
⑭	Phoenix palm	15'-25' Tall, 5cm Jctn	18
⑮	Phoenix palm	15'-25' Tall, 5cm Jctn	100
⑯	Phoenix palm	15'-25' Tall, 5cm Jctn	82
⑰	Phoenix palm	15'-25' Tall, 5cm Jctn	27

SYMBOL	DESCRIPTION	QUANTITIES
①	Medium and Small Shrubs	258
②	Medium and Small Shrubs	90
③	Medium and Small Shrubs	82
④	Medium and Small Shrubs	122
⑤	Medium and Small Shrubs	241
⑥	Medium and Small Shrubs	72
⑦	Medium and Small Shrubs	170
⑧	Medium and Small Shrubs	2
⑨	Medium and Small Shrubs	46
⑩	Medium and Small Shrubs	36
⑪	Medium and Small Shrubs	22
⑫	Medium and Small Shrubs	3
⑬	Medium and Small Shrubs	1
⑭	Medium and Small Shrubs	18
⑮	Medium and Small Shrubs	100
⑯	Medium and Small Shrubs	82
⑰	Medium and Small Shrubs	27

DATE	REVISIONS:

PLANT MATERIAL LEGEND	
KEY SYMBOL	BOTANICAL/COMMON NAME SIZE
①	NEW TREES
②	12" - 18" Tall, 1/2" Cal.
③	18" - 24" Tall, 3/4" Cal.
④	24" - 30" Tall, 1" Cal.
⑤	30" - 36" Tall, 1 1/4" Cal.
⑥	36" - 42" Tall, 1 1/2" Cal.
⑦	42" - 48" Tall, 1 3/4" Cal.
⑧	48" - 54" Tall, 1 3/4" Cal.
⑨	54" - 60" Tall, 1 3/4" Cal.
⑩	60" - 66" Tall, 1 3/4" Cal.
⑪	66" - 72" Tall, 1 3/4" Cal.
⑫	72" - 78" Tall, 1 3/4" Cal.
⑬	78" - 84" Tall, 1 3/4" Cal.
⑭	84" - 90" Tall, 1 3/4" Cal.
⑮	90" - 96" Tall, 1 3/4" Cal.
⑯	96" - 102" Tall, 1 3/4" Cal.
⑰	102" - 108" Tall, 1 3/4" Cal.
⑱	108" - 114" Tall, 1 3/4" Cal.
⑲	114" - 120" Tall, 1 3/4" Cal.
⑳	120" - 126" Tall, 1 3/4" Cal.
㉑	126" - 132" Tall, 1 3/4" Cal.
㉒	132" - 138" Tall, 1 3/4" Cal.
㉓	138" - 144" Tall, 1 3/4" Cal.
㉔	144" - 150" Tall, 1 3/4" Cal.
㉕	150" - 156" Tall, 1 3/4" Cal.
㉖	156" - 162" Tall, 1 3/4" Cal.
㉗	162" - 168" Tall, 1 3/4" Cal.
㉘	168" - 174" Tall, 1 3/4" Cal.
㉙	174" - 180" Tall, 1 3/4" Cal.
㉚	180" - 186" Tall, 1 3/4" Cal.
㉛	186" - 192" Tall, 1 3/4" Cal.
㉜	192" - 198" Tall, 1 3/4" Cal.
㉝	198" - 204" Tall, 1 3/4" Cal.
㉞	204" - 210" Tall, 1 3/4" Cal.
㉟	210" - 216" Tall, 1 3/4" Cal.
㊱	216" - 222" Tall, 1 3/4" Cal.
㊲	222" - 228" Tall, 1 3/4" Cal.
㊳	228" - 234" Tall, 1 3/4" Cal.
㊴	234" - 240" Tall, 1 3/4" Cal.
㊵	240" - 246" Tall, 1 3/4" Cal.
㊶	246" - 252" Tall, 1 3/4" Cal.
㊷	252" - 258" Tall, 1 3/4" Cal.
㊸	258" - 264" Tall, 1 3/4" Cal.
㊹	264" - 270" Tall, 1 3/4" Cal.
㊺	270" - 276" Tall, 1 3/4" Cal.
㊻	276" - 282" Tall, 1 3/4" Cal.
㊼	282" - 288" Tall, 1 3/4" Cal.
㊽	288" - 294" Tall, 1 3/4" Cal.
㊾	294" - 300" Tall, 1 3/4" Cal.
㊿	300" - 306" Tall, 1 3/4" Cal.
①	Small
②	Medium
③	Large
④	Very Large
⑤	Overhead
⑥	Groundcover
⑦	Shrub
⑧	Tree
⑨	Palmetto
⑩	Spine Cactus
⑪	Cholla
⑫	Agave
⑬	Yucca
⑭	Drumstick
⑮	Century Plant
⑯	Snake Plant
⑰	ZZ Plant
⑱	Philodendron
⑲	Dieffenbachia
⑳	Peace Lily
㉑	Spider Plant
㉒	Boston Fern
㉓	Peace Lily
㉔	Spider Plant
㉕	Boston Fern
㉖	Peace Lily
㉗	Spider Plant
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㊻	Boston Fern
㊼	Peace Lily
㊽	Spider Plant
㊾	Boston Fern
㊿	Peace Lily

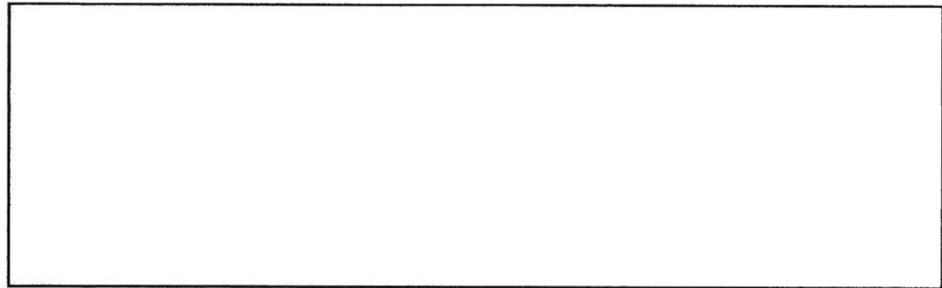
Park Place - Phase I
FOUNTAIN HILLS, ARIZONA
 APR 16-2002 DATE: JULY 08, 2016 SHEET L2.2



PHASE I - EAST HALF
LANDSCAPE PLAN
 SCALE 1"=20'-0"

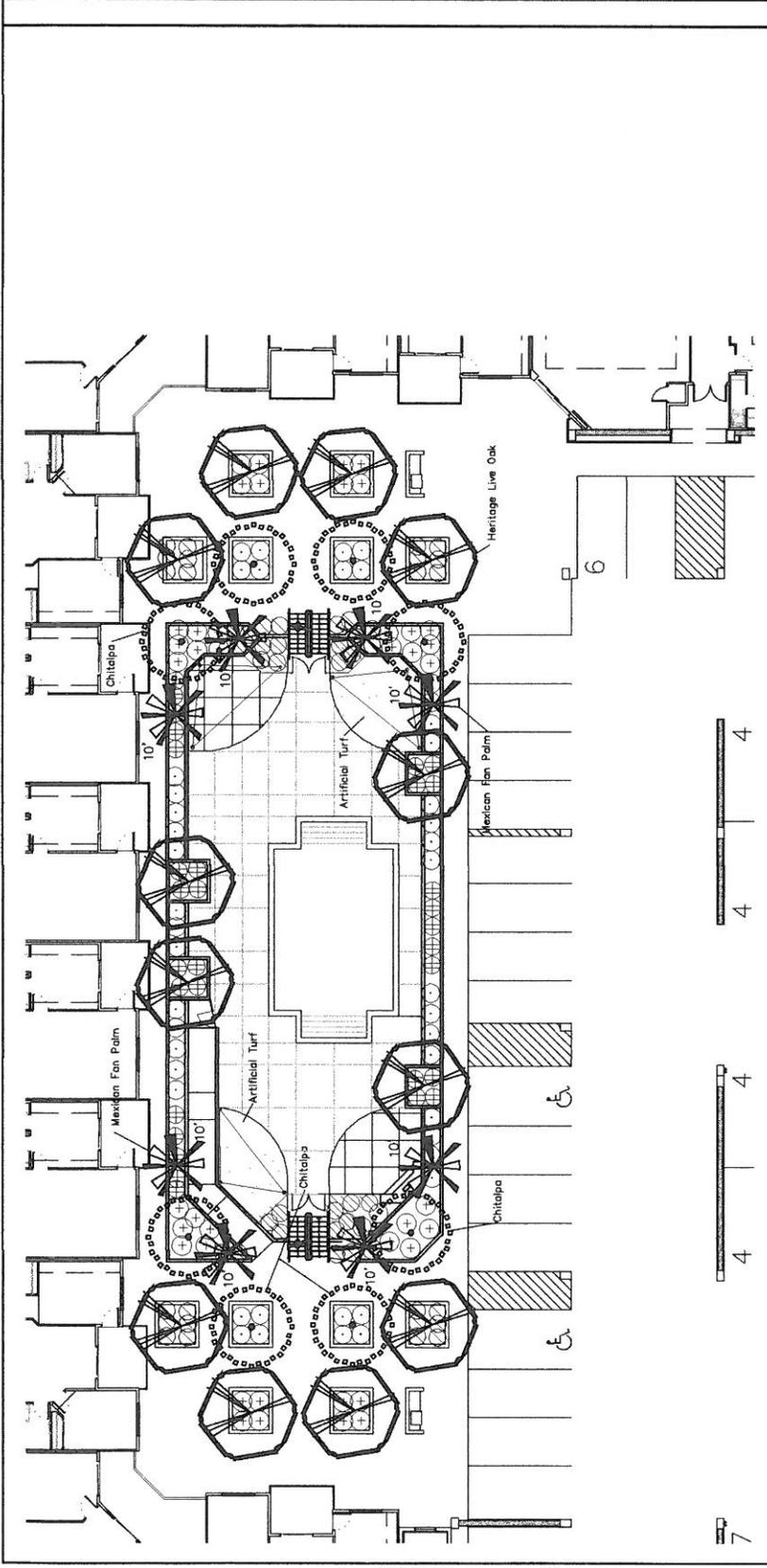


DATE	REVISIONS:



Park Place - Phase I
FOUNTAIN HILLS, ARIZONA

DATE: 16-2012, REV: JULY 08, 2016 SHEET: L2.3



LEVEL II - POOL AREA BLDG C
LANDSCAPE PLAN
 SCALE 1" = 10'-0"

KEY SYMBOL	BOTANICAL/COMMON NAME	SIZE	PLANTING/NOTES
(S)	Large Trees	15'-25' Tall, See Plan	
(M)	Medium and Small Shrubs		
(G)	Groundcovers		
(A)	Accents		
(L)	Large Shrubs		
(T)	Turf		
(H)	Heritage Live Oak		
(C)	Chitalpa		
(P)	Purple Palmetto		
(MFP)	Mexican Fan Palm		
(AT)	Artificial Turf		

DPT: 08/20/2011

Park Place Concept



VIEW 1

Park Place Concept

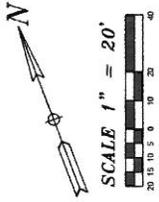


VIEW 2

Park Place Concept



VIEW 3



CONSTRUCTION NOTES

1. SMPCUT & REMOVE 4" EXISTING SIDEWALK. INSTALL 8" SIDEWALK (2" PAVEMENT + 4" CONCRETE + 2" FINISH PER ARCHITECT PLAN).
2. INSTALL 6" EXTRUDED CURB PER DETAIL SHEET.
3. SMPCUT & REMOVE 103 L.F. OF EXISTING 6" EXTRUDED CURB.
4. INSTALL 2" AC ON 8" ABC.
5. INSTALL CONCRETE CAR RAMP TO SECOND FLOOR PER ARCHITECT PLAN.
6. INSTALL SIDEWALK PER ARCHITECT PLAN.
7. EXISTING UTILITY TO BE RELOCATED.
8. INSTALL 2" VALLEY GUTTER PER MAG STD. DTL. 240.
9. REMOVE EXISTING 103 L.F. OF 18" ASP. DRIVEWAY FROM DRIVEWAY AND REPLACE WITH 48 S.F. OF SIDEWALK PER MAG STD. DTL. 230.
10. INSTALL 103 L.F. OF 18" CAP (14 GA) TO 10' UNDERGROUND STORAGE PIPES.
11. CONTRACTOR TO VERIFY DEPTH OF 10" FORCE MAIN TO INSURE 3 FEET COVER.
12. INSTALL 245 L.F. OF 8" C-300 STORM DRAIN TO 10' UNDERGROUND STORAGE PIPES.
13. RELOCATE EXISTING FIRE HYDRANT.
14. INSTALL 2-170 L.F. OF 10" DIA. 14 GA. UNDERGROUND STORAGE.
15. INSTALL 176 L.F. OF 10" DIA. 14 GA. UNDERGROUND STORAGE.

DETENTION CALCULATION

Basin #1
 OFFSITE FLOW FROM CITY MAIN = 101,476 S.F.(200)(45) = 20,091 C.F.
 TOTAL WASTEWATER REQUIRED = 20,091 C.F. + 4,033 C.F. = 24,124 C.F.
 DETENTION AVAILABLE = 340 L.F./78.8 = 26,890 C.F.

Basin #2
 WASTEWATER REQUIRED = (11,017 S.F.(200)(45)) = 21,937 C.F.
 DETENTION AVAILABLE = (280 L.F./78.5) = 21,890 C.F.

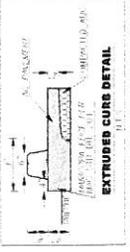
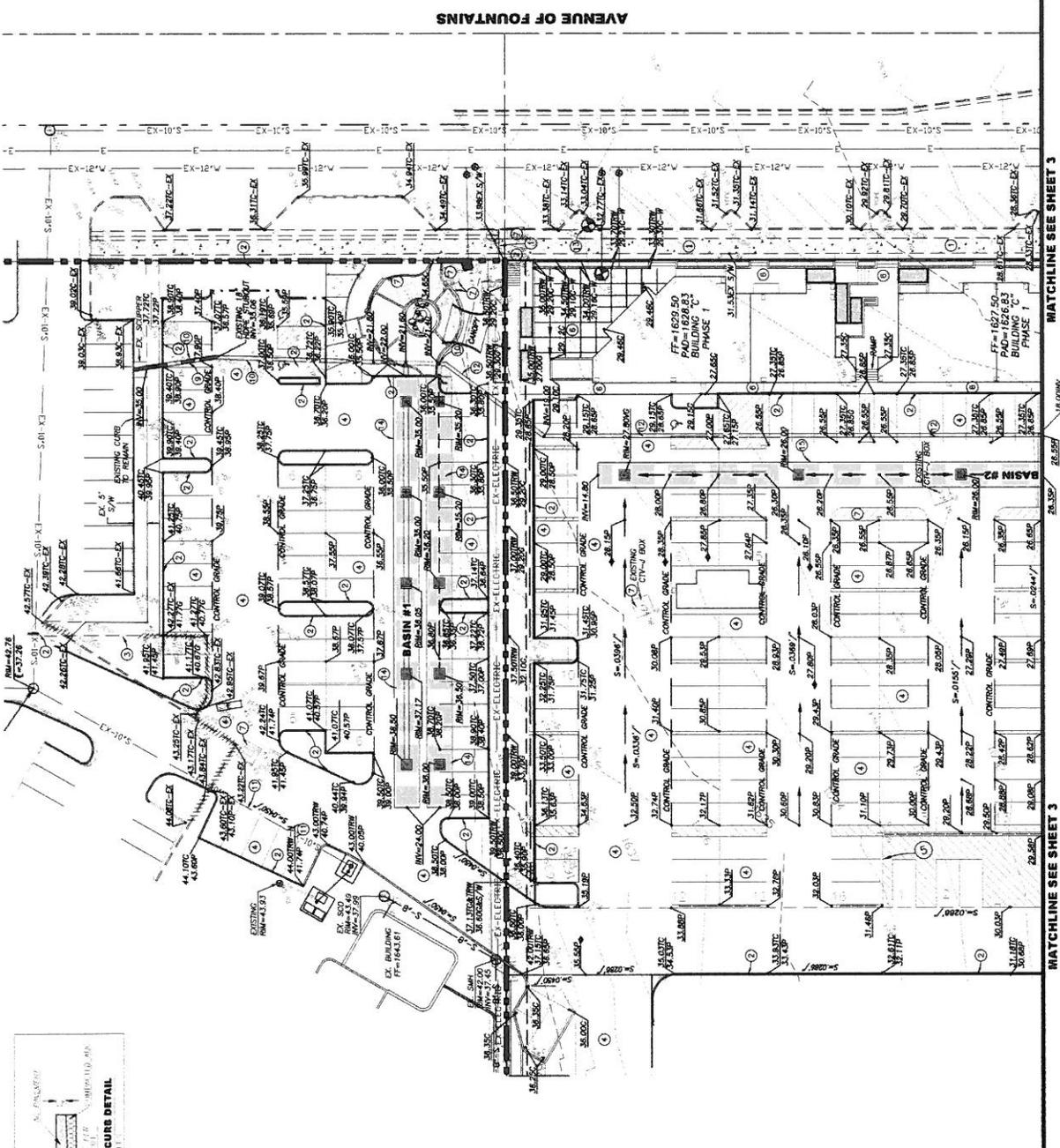
Basin #3
 WASTEWATER REQUIRED = (68,116 S.F.(200)(45)) = 7,017 C.F.
 DETENTION AVAILABLE = (218 L.F./78.3) = 17,113 C.F.



ALLEN CONSULTING ENGINEERS, INC.
 5001 E. BAGLIERE ROAD #118
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 E-MAIL: allen@allenconsulting.com

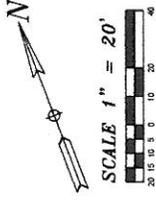
**FAIR PLAY PHASE 1
 GRADING & DRAINAGE PLAN
 AVENUE OF FOUNTAINS
 MOUNTAIN HILLS, ALABAMA**

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 DATE: _____



MATCHLINE SEE SHEET 3

MATCHLINE SEE SHEET 3



CONSTRUCTION NOTES

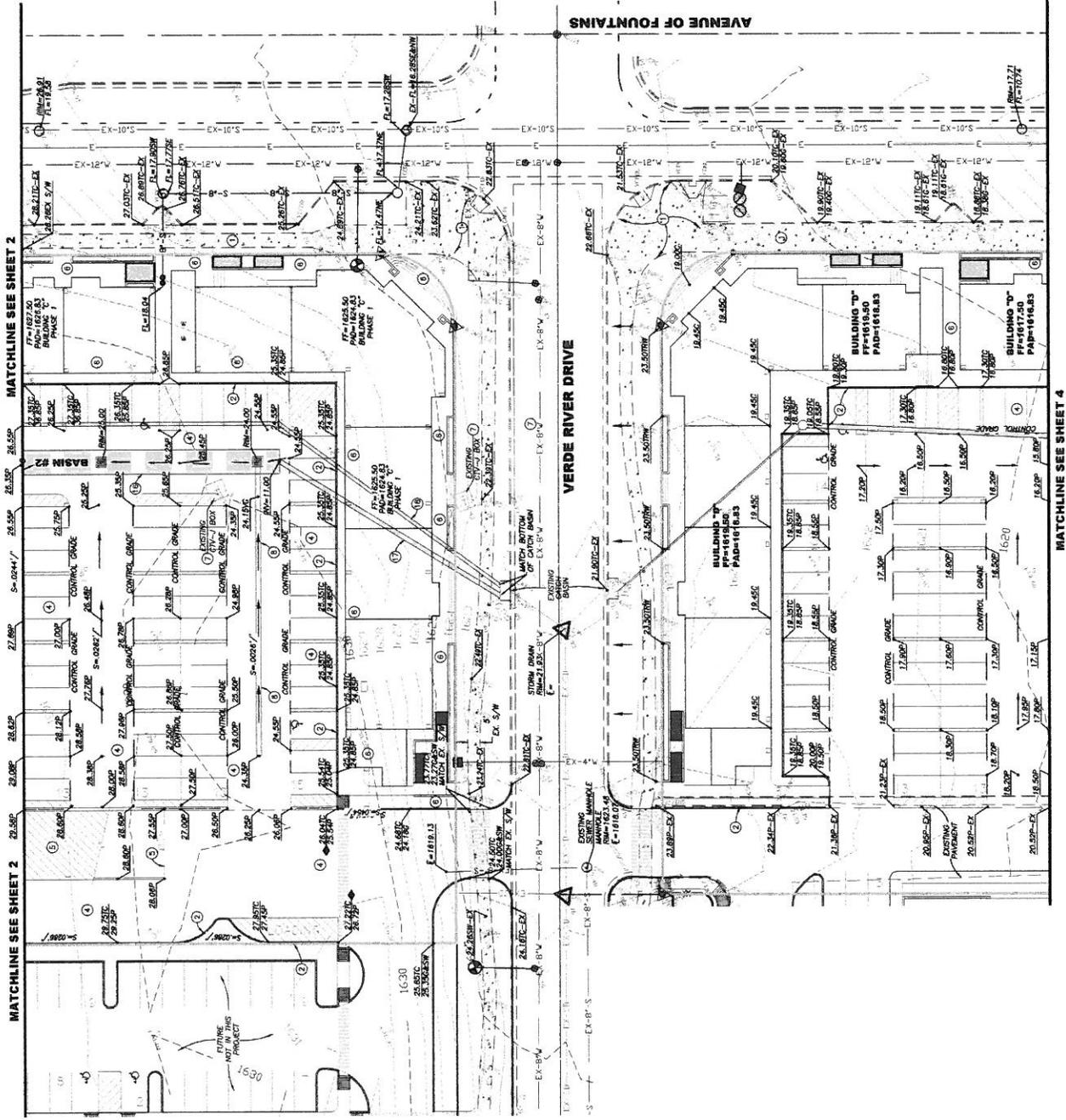
1. SANDWICH & REMOVE 4" EXISTING SIDEWALK, INSTALL 8" SIDEWALK (2" PAVEMENT + 4" CONCRETE + 2" PAVEMENT PER ARCHITECT PLAN)
2. INSTALL 6" EXTRUDED CURB PER DETAIL THIS SHEET
3. SANDWICH & REMOVE 103 L.F. OF EXISTING 6" EXTRUDED CURB
4. INSTALL 2" AC ON 6" A/C
5. INSTALL CONCRETE CAR RAMP TO SECOND FLOOR PER ARCHITECT PLANS
6. INSTALL SIDEWALK PER ARCHITECT PLAN
7. EXISTING UTILITY TO BE RELOCATED
8. INSTALL 2" VALLEY GUTTER PER M&S STD DET. 240
9. INSTALL 1" PVC 8" DIA. GUTTER 14 GA. CAMP PIPE GUTTER AT UNDERGROUND STORMWATER
10. INSTALL 108 L.F. OF 8" C-100 STORM DRAIN PIPE GILBERT AND CONNECT TO EXISTING CATCH BASIN AT THE BOTTOM WITH CONCRETE COLLAR
11. INSTALL 217 L.F. OF 8" C-400 STORM DRAIN PIPE GILBERT AND CONNECT TO EXISTING CATCH BASIN WITH CONCRETE COLLAR

DETENTION CALCULATION

Basin #1
 OFFSITE FLOW FROM CITY HALL = 10,147.5 S.F.(208)(.50) = 20,091 C.F.
 RUNOFF VOLUME REQUIRED = 23,879,206(.94) = 8,633 C.F.
 DETENTION AVAILABLE = 203 L.F.(78.5) = 26,890 C.F.

Basin #2
 RUNOFF VOLUME REQUIRED = (111,013 S.F.(208)(.94)) = 21,937 C.F.
 DETENTION AVAILABLE = (286 L.F.(78.5)) = 21,980 C.F.

Basin #3
 RUNOFF VOLUME REQUIRED = (86,116 S.F.(208)(.94)) = 17,017 C.F.
 DETENTION AVAILABLE = (218 L.F.(78.5)) = 17,113 C.F.



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 (480) 844-1888
 E-MAIL: allen@allenconsulting.com

**PARK PLACE PHASE 1
 GRADING & DRAINAGE PLAN
 AVENUE OF FOUNTAINS
 POUNTAIN HILLS, ARIZONA**

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 PROJECT NO.: 2017-001
 SHEET NO.: 3 OF 7
 SCALE: AS SHOWN

CONSTRUCTION NOTES

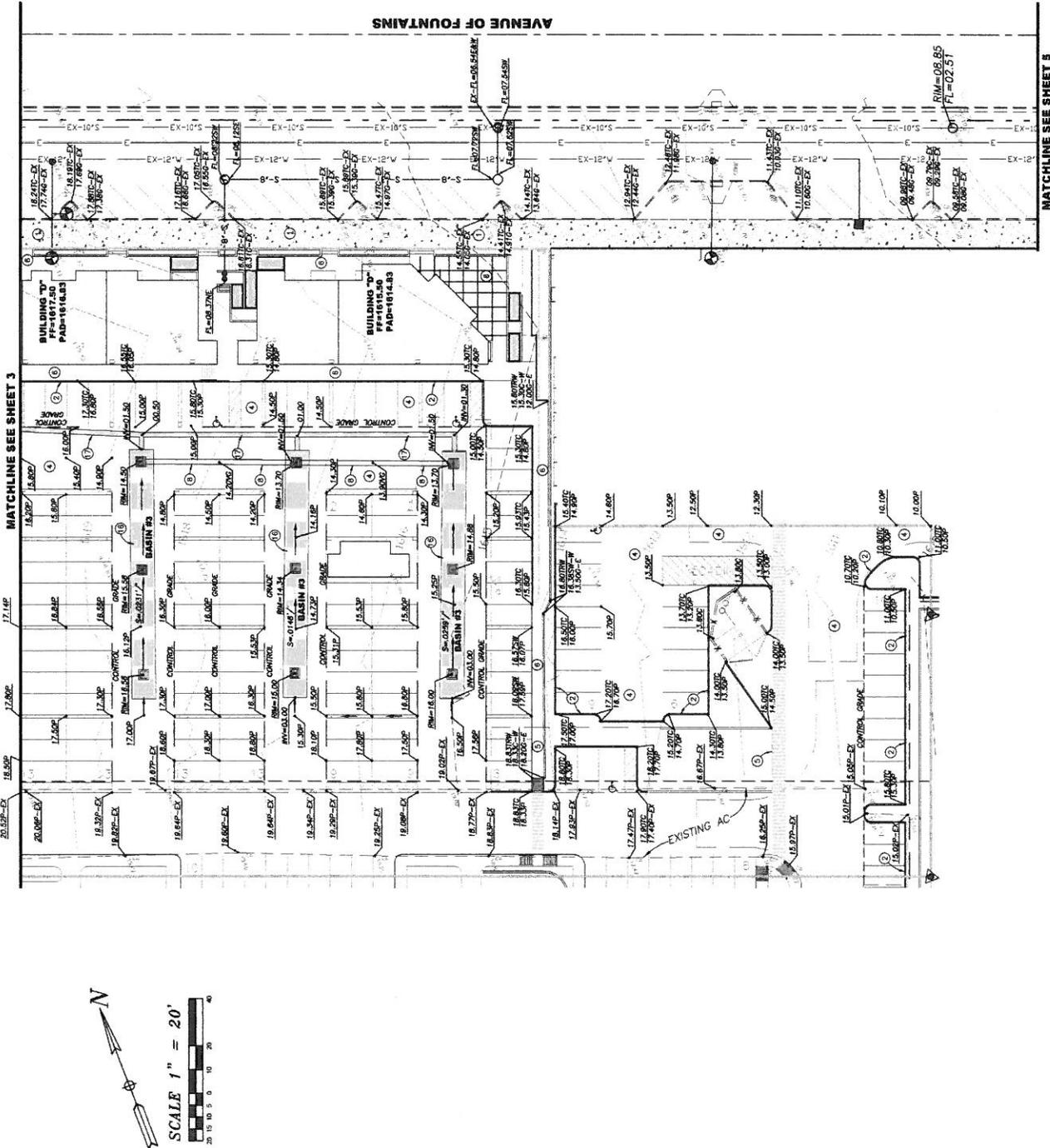
1. SMICUT, & REMOVE 4" EXISTING SIDEWALK. INSTALL 6" SIDEWALK (2" PAVEMENT + 4" CONCRETE + 2" PAVEMENT PER ARCHITECT PLAN).
2. INSTALL 6" EXTRUDED CURB PER DETAIL THIS SHEET.
3. SMICUT, & REMOVE 103 L.F. OF EXISTING 6" EXTRUDED CURB.
4. INSTALL 2" AC ON 6" ABC.
5. INSTALL CONCRETE CURB RAMP TO SECOND FLOOR PER ARCHITECT PLAN.
6. INSTALL SIDEWALK PER ARCHITECT PLAN.
7. EXISTING UTILITY TO BE RELOCATED.
8. INSTALL 2" VALLEY GUTTER PER MAG STD. DTL. 240 MODIFIED TO 2".
9. INSTALL 3-78.5 L.F. OF 10" DIAMETER 14 GA. CMP PIPE CULVERT AS UNDERGROUND STORAGE.
10. INSTALL 182 L.F. OF 8" C-90 STORM DRAIN INK. CULVERT AND CONNECT TO EXISTING CATCH BASIN AT THE BOTTOM WITH CONCRETE COLAR.

DETENTION CALCULATION

Basin #1
 OFFSITE FLOW FROM CITY HALL = 101,478 S.F. (200)(50) = 20,295 C.F.
 OFFSITE FLOW FROM 100' WIDE SIDEWALK = 100' x 50' x 1" = 5,000 C.F.
 TOTAL RUNOFF REQUIRED = 20,295 + 5,000 = 25,295 C.F.
 DETENTION AVAILABLE = 340 L.F. / 78.5 = 26,690 C.F.

Basin #2
 RUNOFF VOLUME REQUIRED = (111,017 S.F. (200)(85)) = 21,537 C.F.
 DETENTION AVAILABLE = (290 L.F. / 78.5) = 21,900 C.F.

Basin #3
 RUNOFF VOLUME REQUIRED = (86,115 S.F. (200)(65)) = 17,017 C.F.
 DETENTION AVAILABLE = (218 L.F. / 78.5) = 17,115 C.F.



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**PARK PLACE PHASE 1
 GRADING & DRAINAGE PLAN
 AVENUE OF FOUNTAINS
 POUNTAIN HILLS, ARIZONA**

DATE: 05/15/18
 SHEET: 1 OF 4
 CHECKED BY: [Signature]
 DRAWN BY: [Signature]



PARKING ANALYSIS

Park Place, Saguaro Boulevard and
Avenue of the Fountains
Fountain Hills, Arizona

Prepared For:

Landmark Design Architects

APPROVED
Town of Fountain Hills
BY: [Signature]
DATE: 7/24/16
Planning Dept.

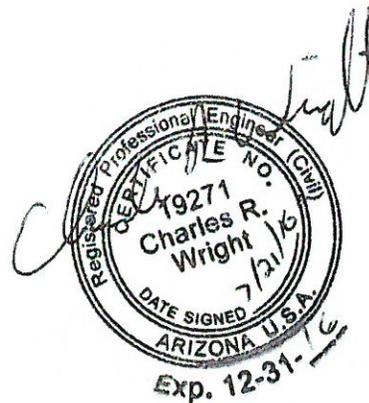
Kimley»»Horn

191931000
July 2016
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Parking Analysis

PARK PLACE, SAGUARO BOULEVARD AND
AVENUE OF THE FOUNTAINS
FOUNTAIN HILLS, ARIZONA

JULY 2016



Prepared By:

Kimley»»Horn

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 Report Purpose and Objectives..... 1
Proposed Development 1
 Land Use and Site Plan..... 1
Parking 3
 Parking Circulation..... 3
 Parking Code..... 3
 Calculations of Required Parking 3
 Parking Provided..... 4
Conclusions and Recommendations 4

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Table 2: Code Required Parking..... 3
Table 3: Provided Parking..... 4

INTRODUCTION

Park Place is a proposed mixed-use development located on the southwest corner of the intersection of Saguaro Boulevard and Avenue of the Fountains in Fountain Hills, Arizona. Kimley-Horn and Associates, Inc., has been retained by Landmark Design Architects to perform the shared parking analysis for the proposed mixed-use development.

REPORT PURPOSE AND OBJECTIVES

The purpose of this study is to evaluate the parking demand for the Park Place mixed-use development. This parking study has been prepared peak parking demand established in the Town of Fountain Hills *Zoning Ordinance*. This study will address the following:

- Town of Fountain Hills *Zoning Ordinance* parking requirements;
- Parking provided for the proposed site; and
- Shared parking requirements for different time periods of the day.

PROPOSED DEVELOPMENT

LAND USE AND SITE PLAN

The overall development consists of residential, restaurant and retail land uses. Table 1 illustrates the land use of the proposed development.

Table 1: Land Use

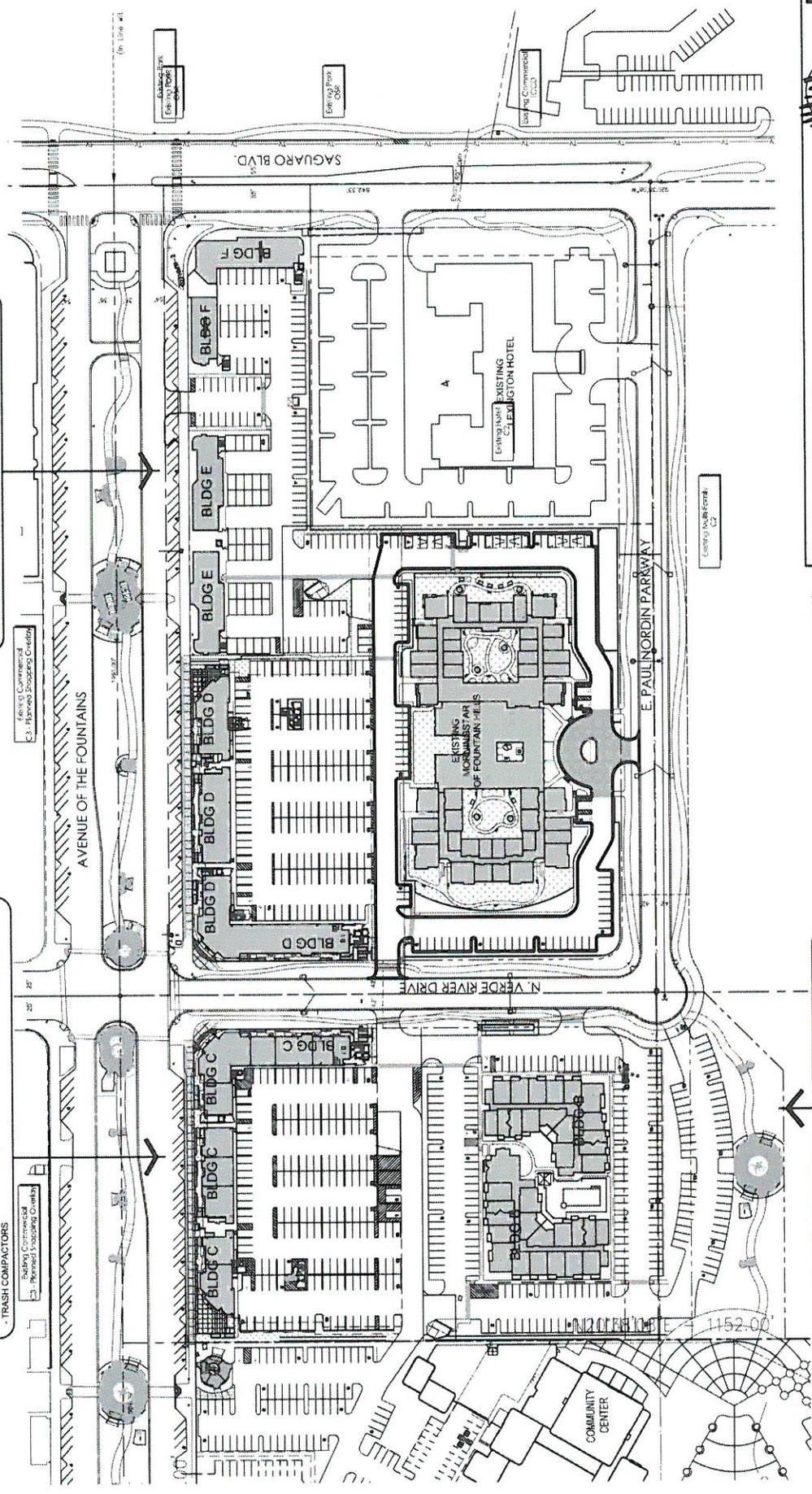
Land Use	Quantity	Units
Residential	404	DU
Restaurant	3,000	SF
Retail	36,504	SF

The layout of the site is illustrated in Figure 1. The site is bound to the north by Avenue of the Fountains, to the south by Paul Nordan Parkway, to the east by Saguaro Boulevard, and to the west by the municipal complex.

PHASE I
 BLDGS 'C' & 'D' - (4) STORY MIXED-USE
 230 UNITS - 35,000 SF COMMERCIAL
 INCLUDES THE FOLLOWING IMPROVEMENTS:
 - ADJF LOT (PARKING, LIGHTING, POCKET PARK, SEATING, RAMADA)
 - ADJF STREETSCAPE UPGRADE FROM WEST SIDE OF NEW ADJF PARKING LOT TO N.W.C. OF
 OF PHASE II (LANDSCAPE, LIGHTING & SIDEWALKS)
 - STREETSCAPE UPGRADE ON N.W.C. FROM INTERSECTION OF N. VERDE RIVER DRIVE FROM
 STREET INTERSECTION TO NEW DRIVES (LANDSCAPE & SIDEWALK MODIFICATIONS)
 - TRASH COMPACTORS

PHASE II
 BLDGS 'E' - (4) STORY MIXED-USE
 BLDGS 'F' - (3) STORY RESIDENTIAL
 72 UNITS - 8,000 SF COMMERCIAL
 INCLUDES THE FOLLOWING IMPROVEMENTS:
 - ADJF STREETSCAPE UPGRADE FROM N.E.C. OF PHASE I TO INTERSECTION
 OF SAGUARO BLVD (LANDSCAPE, LIGHTING & SIDEWALKS)
 - STREETSCAPE UPGRADE FROM INTERSECTION OF PHASE I TO ADJOINING LEANINGTON HOTEL
 PROPERTY (LANDSCAPE & SIDEWALKS)

PHASE III
 BLDG 'B' - (3) STORY MULTI-FAMILY
 102 UNITS
 INCLUDES THE FOLLOWING IMPROVEMENTS:
 - STREETSCAPE ALONG N. VERDE RIVER DRIVE FROM PHASE I TO C41-DE-SAC
 - STREETSCAPE UPGRADE ON N.W.C. FROM PHASE I TO C41-DE-SAC
 - ARTWALK PARK & PARKING LOT



**EXHIBIT 'B' LAND USE PLAN
 PARK PLACE MASTER PLAN
 FOUNTAIN HILLS, ARIZONA**

north

 SCALE: N.T.S.

FIGURE 1 - SITE PLAN

PARKING

PARKING CIRCULATION

The parking for the proposed development will primarily be ground level parking which is made up of onsite and on-street parking located around the perimeter of the various buildings as well as surface and Parkade level parking between buildings B and C and between buildings A and D. All parking is accessible to patrons of any of the proposed uses on-site. Access points for parking are shown on **Figure 1**.

PARKING CODE

The Town of Fountain Hills Zoning Ordinance addresses the number of parking spaces required for developments in the community. These parking requirements are outlined in Chapter 7 – Parking and Loading Requirements. The code Section 7.04 G uses that best represent the development considered in this report are:

<u>Description</u>	<u>Parking Rate</u>
Residential Use	
Multiple Dwellings	
One Bedroom	One and one half (1-½) parking spaces per dwelling unit
Two or more Bedrooms	Two (2) parking spaces per dwelling unit
Guest	0.25 (¼) parking spaces per dwelling unit
Restaurants	One (1) parking space for each fifty (50) square feet of useable area.
Retail	One (1) parking space per two hundred and fifty (250) square feet.

CALCULATIONS OF REQUIRED PARKING

The proposed land uses were analyzed with the parking requirements outlined in Section 3.2 to determine the number of parking spaces required. The results are shown in **Table 2**.

Table 2: Code Required Parking

Land Use	Quantity	Units	Parking Ratio	Required Parking
Residential				
1-Bdrm	196	DU	1-1/2 per unit	294
2-Bdrm	206	DU	2 per unit	412
Guest	404	DU	1/4 per unit	101
Restaurant	3,000	SF	1 per 50 SF	60
Retail	36,504	SF	1/250 SF	146
Total				1013

Due to the lack of a specific floor plan for the restaurant space, gross area was used in the calculations which will provide a surplus of parking.

The proposed uses require 1,013 parking spaces per the Town of Fountain Hills *Zoning Ordinance*. In addition to the requirements of the zoning ordinance, a development agreement approved by the Town provides for a reduction in the required parking of 20%. Therefore the total parking required for the site is 811 space.

PARKING PROVIDED

The current site plan provides parking in various on-street and off street surface locations as well as surface and parkade locations south of buildings C and D. The parking has been supply has been subtotaled under West side and East side summaries as shown in **Table 3**.

Table 3: Provided Parking

West Side		East Side	
Location	Spaces	Location	Spaces
OFFSITE SOUTH OVERFLOW	50	OFFSITE [AVE OF FTNS]	39
OFFSITE WEST OVERFLOW	66	OFFSITE [RD SOUTH OF MORNINGSTAR]	16
OFFSITE [AVE OF FTNS]	27	OFFSITE [RD WEST OF MORNINGSTAR]	12
ONSITE @ BLDG B	136		
ONSITE @ MEDIAN BETWEEN BLDG B&C	27	ONSITE GARAGES @ BLDG F	24
ONSITE @ BLDG C (UNDER PARKADE)	173	ONSITE BY BLDG E & F	47
ONSITE PARKADE @ BLDG C	67	ONSITE GARAGES @ BLDG E	67
		ONSITE @ BLDG D (UNDER PARKADE)	155
		ONSITE PARKADE @ BLDG D	49
Total	546		409

The proposed Park Place development is anticipated to provide 955 parking spaces. The proposed number of parking spaces exceeds the required parking for Park Place by 144 spaces.

CONCLUSIONS AND RECOMMENDATIONS

The proposed Park Place development is located on the southwest corner of the intersection of Saguaro Boulevard and Avenue of the Fountains in Fountain Hills, Arizona. The overall development consists of residential, restaurant and retail land uses.

The proposed development is required to provide 811 parking spaces per the Town of Fountain Hills Zoning Ordinance when calculated per the requirements of the zoning ordinance and the approved development agreement.

The development is anticipated to provide 955 parking spaces distributed among the various parking areas. The proposed development is anticipated to provide a surplus of 144 parking spaces.

07-18-16A10:20 RCVD



TRAFFIC IMPACT ANALYSIS

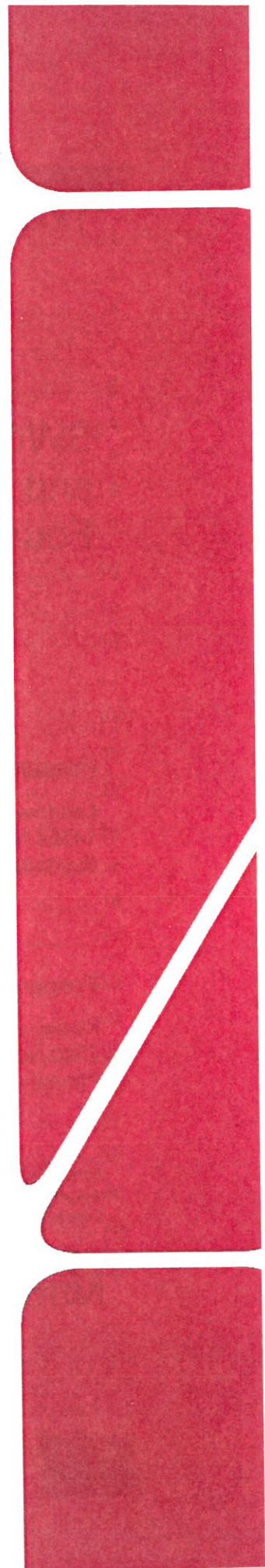
SWC Saguaro Boulevard
and Avenue of the Fountains
Fountains Hills, Arizona

Prepared for:

Landmark Design Architects

Kimley»»Horn

CP 2016-02 - Park Place Phase 1
Plat 208, Blk 2 & 7, Lot 1A & 5A
Traffic Impact Analysis
2nd submittal - 07/18/2016



1.0 EXECUTIVE SUMMARY

1.1 INTRODUCTION

This report documents a traffic impact analysis performed for a proposed Park Place mixed use development located on the southwest corner of the intersection of Saguaro Boulevard and Avenue of the Fountains in Fountain Hills, Arizona. The site will include residential and commercial land uses and is anticipated to be built out by 2020.

1.2 REPORT PURPOSE AND OBJECTIVES

Kimley-Horn and Associates, Inc., has been retained by Landmark Design Architects to perform the traffic impact analysis for the proposed development.

The purpose of this study is to address traffic and transportation impacts of the proposed development on surrounding streets and intersections. This traffic impact study was prepared based on criteria set forth by the Town of Fountain Hills. The specific objectives of this study are:

- To evaluate lane requirements on all existing roadway links and at all existing intersections within the study area;
- To determine future level of service (LOS) for all existing intersections within the study area and recommend any capacity-related improvements;
- To determine necessary lane configurations at all new driveways within the proposed development in order to provide acceptable future levels of service;
- To evaluate the need for auxiliary lanes at all study area intersections; and
- To evaluate the need for future traffic signals.

1.3 PRINCIPAL FINDINGS AND RECOMMENDATIONS

The proposed development is expected to generate 5,416 daily trips, with 296 trips occurring in the AM peak hour and 429 trips occurring in the PM peak hour. To ensure that the estimate of the traffic impacts is the maximum that can be expected, it is assumed that the site will be 100 percent occupied upon buildout in 2020.

- The study area unsignalized intersections operate at acceptable levels of service during the AM and PM peak hours under the existing conditions.
- The study area signalized intersections currently operate at acceptable levels of service during the AM and PM peak hours under the existing conditions.
- The unsignalized intersections will continue to operate at an acceptable level of service in 2020 background conditions with the exception of the northbound and southbound approaches at the Saguaro Boulevard/Avenue of the Fountains intersection.

- The signalized intersections in the study area are anticipated to continue to operate at an acceptable level of service in 2020 background conditions.
- The unsignalized intersections will continue to operate at an acceptable level of service in 2020 total traffic conditions and the northbound and southbound approaches at the Saguaro Boulevard/Avenue of the Fountains intersection will continue to operate at an undesirable level of service.
- Although the level of service of the unsignalized intersections along Avenue of the Fountains is acceptable, improvement to the operations at these intersections would require modifications to the existing median on Avenue of the Fountains.
- The signalized intersections are anticipated to continue to operate at an acceptable level of service in 2020 total traffic conditions.
- Due to the poor level of service, a signal warrant analysis was conducted for the Saguaro Boulevard/Avenue of the Fountains intersection. A review of the 2020 background traffic and 2020 total traffic volumes for the Saguaro Boulevard/Avenue of the Fountains intersection indicates that peak hour, four-hour, and eight-hour volume warrants are not anticipated to be met in 2020. It is recommended that vehicular volumes be monitored and evaluated in the future to determine if future traffic volumes will warrant the installation of a traffic signal control at this location.
- It is recommended to restripe the existing left-turn lane to provide a total 175 feet of storage on the northbound approach to the Avenue of the Fountains/Palisades Boulevard intersection.
- It is recommended the northbound approach to the La Montana Drive/Avenue of the Fountains be restriped to have a left-turn lane with 100 feet of storage.
- The northbound left-turn storage to the Paul Nordin Parkway/Saguaro Boulevard intersection is anticipated to accommodate average queues. During peak periods longer queues may exist. Due to the side by side left-turn bays at this location, geometric constraints restrict mitigation.
- Review of the 2020 total traffic volumes reveals that none of the study area intersections or site driveways meet the MCDOT criteria for the installation of additional right-turn deceleration lanes.
- All proposed driveways meet the MCDOT minimum driveway corner clearance criteria.
- The proposed on-site storage length to the eastbound and westbound approaches to Driveway D3 should be extended to 50 feet to allow for two vehicles to queue without obstructing the on-site circulation drive aisles. An alternative to extending the on-site storage at Driveway D3 would be to maintain the current on-site driveway storage but to widen the driveway on both approaches to allow for a separate left-turn and right-turn lane.

RESOLUTION 2016-12

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, AMENDING THE TOWN OF FOUNTAIN HILLS GENERAL PLAN 2010 REGARDING ALLOWABLE RESIDENTIAL DENSITIES IN MIXED USE DEVELOPMENTS WITHIN THE BOUNDARIES OF THE DOWNTOWN SPECIFIC AREA PLAN, AS SHOWN IN CASE NO. GPA2016-01.

WHEREAS, the Town of Fountain Hills General Plan 2010 (the "General Plan") was adopted by the Mayor and Council of the Town of Fountain Hills (the "Town Council") on January 7, 2010, and ratified by the qualified electors of the Town of Fountain Hills (the "Town") on May 18, 2010; and

WHEREAS, Figure 11 in Chapter 3 of the General Plan (the "Land Use Plan") sets forth the land-use designations for all real property within the corporate limits of the Town; and

WHEREAS, the Land Use Plan designates the area of downtown that is included in the Downtown Area Specific Plan; and

WHEREAS, the Land Use Definitions set forth in Chapter 3 (Land Use Element) of the General Plan include residential densities for multifamily uses, but do not specifically address the residential densities allowed in mixed use developments; and

WHEREAS, the General Plan establishes the authority and procedures for amendments to the General Plan land-use designations; and

WHEREAS, the Town Council desires to amend the General Plan to provide for a range of residential densities in mixed use areas (the "General Plan Amendment"); and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the Town has consulted with, advised and provided the opportunity for public comment on the General Plan Amendment; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the Town Planning and Zoning Commission (i) held a public hearing on the proposed General Plan Amendment on May 26, 2016, and (ii) provided notice of such hearing by publication in the *Fountain Hills Times* on May 11, 2016, and May 18, 2016; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.09 and the General Plan, the Town Council (i) held a public hearing on the proposed General Plan Amendment on June 16, 2016 and (ii) provided notice of such hearing by publication in the *Fountain Hills Times* on May 11, 2016, and May 18, 2016; and

WHEREAS, the Town Council finds and determines that (i) proper notice of the proposed General Plan Amendment has been given in a manner required by ARIZ. REV. STAT. § 9-461.09 *et seq.* and (ii) each of the required publications have been made.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

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

SECTION 2. The General Plan is hereby amended to modify the narrative text for the definition of the Mixed Use land-use category (p. 37) as follows:

Mixed-Use

The Mixed Use category denotes the Town Center area where a mix of commercial, retail, office, high density residential, municipal, civic, recreational, cultural, institutional, parking, lodging and religious facilities are to be located. Several uses can be accommodated within a single project if the mix of uses is carefully designed to be mutually supportive and the project as a whole will reinforce the viability and vision of the Town Center. Notwithstanding maximum residential densities designated for other land-use categories, high-density residential uses in the mixed use category may be up to 28 DU/acre within the boundaries of the Downtown Area Specific Plan, EXCEPT FOR THE AREAS WITHIN THE AVENUE DISTRICT AND SOUTH END DISTRICT, WHICH MAY BE UP TO 45 DU/ACRE.

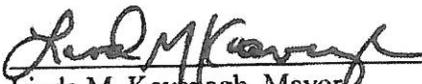
SECTION 3. If any provision of this Resolution is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provision and such holding shall not affect the validity of the remaining portions of this Resolution.

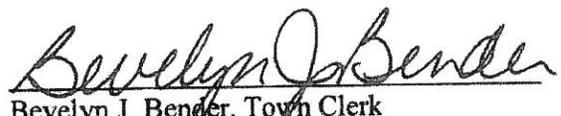
SECTION 4. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, June 16, 2016.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:


Linda M. Kavanagh, Mayor


Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:


Grady E. Miller, Town Manager


Andrew J. McGuire, Town Attorney

RESOLUTION 2016-13

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND N-SHEA GROUP, LLC AND PARK PLACE PROPERTIES, LLC.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

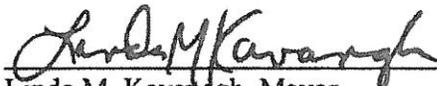
SECTION 1. The Development Agreement between the Town of Fountain Hills and N-Shea Group, LLC and Park Place Properties, LLC is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

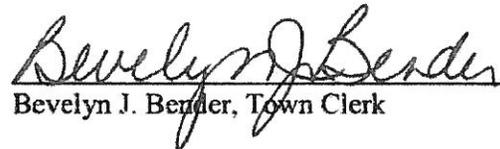
PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, June 16, 2016.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:



Linda M. Kavanagh, Mayor



Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:



Grady E. Miller, Town Manager



Andrew J. McGuire, Town Attorney

Town of Fountain Hills |
16705 E. Avenue of the Fountains |
Fountain Hills, AZ 85268 |
Development Services Department |
|

RESNO1613-58-1-1--
Palumboa

RESOLUTION NO. 2016-13

**A RESOLUTION OF THE MAYOR AND COUNCIL OF
THE TOWN OF FOUNTAIN HILLS, ARIZONA,
APPROVING A DEVELOPMENT AGREEMENT
BETWEEN THE TOWN AND N-SHEA GROUP, LLC AND
PARK PLACE PROPERTIES, LLC.**

JUNE 16, 2016

WITH EXHIBITS

DO NOT REMOVE
This is part of the official document



20160478461

EXHIBIT A
TO
RESOLUTION 2016-13

[Development Agreement]

See following pages.

seeks assurances from Developer that Developer will, subject to market conditions, complete the acquisition of the Property in one or more phases and thereafter timely develop the Project on the Property generally in accordance with the Land Use Plan attached hereto as Exhibit B, and incorporated herein by reference (the “**Land Use Plan**”), and in accordance with the “**Development Schedule**” described herein. Prior to construction on the Property, the Land Use Plan shall be refined into one or more Concept Plans (as described below) for approval by the Town’s Planning and Zoning Commission (the “**Commission**”) and the Town Council of the Town of Fountain Hills (the “**Town Council**”), as hereinafter provided by this Agreement.

E. The Parties understand and acknowledge that this Agreement is a “Development Agreement” within the meaning of, and entered into pursuant to the terms of, ARIZ. REV. STAT. § 9-500.05, in order to facilitate the proper development of the Property by providing for, among other things (i) conditions, terms, restrictions and requirements for the Property by the Town, (ii) the intensity and height of such uses, and (iii) other matters related to the development of the Property. The terms of this Agreement shall constitute covenants running with the Property, as more fully described in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing introduction and recitals, the promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing introduction and recitals are true and correct and incorporated by this reference as if fully set forth herein.

2. Term and Effective Date. Developer, its successors and assigns, shall have the right to implement development on the Property in accordance with this Agreement for a period of six years after the Effective Date, at which time this Agreement shall automatically terminate as to the Property without the necessity of any notice, agreement or recording by or between the Parties (the “**Term**”); provided, however, that provisions of this Agreement that specifically survive the termination of this Agreement shall remain in full force and effect, subject only to the termination provisions herein specifically related thereto; provided further, however, that if Developer fails to substantially fulfill any of its obligations as set forth in Section 6 below, this Agreement shall immediately terminate upon expiration of the applicable cure period without further act by Developer or the Town Council. This Agreement shall become effective only upon execution by Owner and the Parties below.

3. Land Use Plan; Concept Plan.

3.1 Land Use Plan. The Town hereby approves the Land Use Plan. Developer acknowledges that such Land Use Plan is not a “Concept Plan” as such term is defined in the Town of Fountain Hills Zoning Ordinance (the “**Zoning Ordinance**”) and agrees that a “Concept Plan” (as described in the Zoning Ordinance) must be submitted for approval in compliance with Section 3.2 below.

4. Use of Town Property. The Town Council, in the sole discretion and subject to existing state and local laws and ordinances, has determined that it is necessary in furtherance of the economic development in the Town to make available for use by Developer certain Town property in conjunction with the Project. The Town agrees to allow Developer's use of such Town property, in the manner described below, conditioned upon Developer's completion of the public improvements described in this Section.

4.1 Rights-of-way. The Town agrees to timely provide, in favor of Developer at no cost, all construction easements, permits or approvals required to construct the necessary improvements to or within Town rights-of-way. Developer shall apply for such permits and provide the required information, but there shall be no fees related to the application and issuance of the easements, permits or approvals. The Town's obligations in this Section 4.1 are subject to Developer's provision of necessary insurance and indemnification substantially in the form attached hereto as Exhibit C, and repair of any Town rights-of-way to substantially the condition existing prior to Developer's improvements (excepting such improvements), to the extent such damage is caused by the development of the Project. The cost waivers in this Section shall not apply to permits for utility work within the Town's rights-of-way by utility companies or their subcontractors.

4.2 New Town Parking Lots. The Town hereby agrees to allow Developer to construct two parking lots containing a total of not less than 130 parking spaces on portions of the Town's real property located (A) adjacent to the southwestern-most portion of the Property (the "**Paul Nordin Lot**"), and (B) immediately east of the Town-owned parking lot utilized for law enforcement parking adjacent to Avenue of the Fountains (the "**AOTF Lot**"), both as more particularly shown on the Land Use Plan. The Paul Nordin Lot and the AOTF Lot are together referred to herein as the "**New Town Parking Lots.**" The New Town Parking Lots may contain parking spaces that are 17 feet deep with a 2-foot overhang over the landscape buffer for those parking spaces that face a landscape buffer. All identified disabled parking spaces must meet ADA standards. All other spaces shall be designed and constructed according to Town standards. Developer agrees and understands that the use of the Town's real property to construct the New Town Parking Lots is conditioned upon the following:

A. Paul Nordin Lot Additional Requirements. Developer shall construct the Paul Nordin Lot not later than the date of a certificate of occupancy for any building in Phase 3 of the Project. Developer shall design and construct the Paul Nordin Lot consistent with Chapter 8 of the Zoning Ordinance. Developer shall design and construct the Paul Nordin Lot in a manner that avoids or remedies conflicts with the existing Fountain Hills Sanitary District and Salt River Project facilities, unless such conflicts are approved by the respective owner entity, in writing, prior to issuance of any permit related to construction of the Paul Nordin Lot.

B. AOTF Lot Additional Requirements. Developer shall construct the AOTF Lot not later than the date of a certificate of occupancy for any building in Phase 1 of the Project. Developer shall design and construct the AOTF Lot: (1) in a manner that (a) avoids or remedies conflicts with the existing Fountain Hills Sanitary District and Salt River Project facilities, unless such conflicts are approved by the

installation of art pieces, (c) landscaping, (d) seating, (e) lighting, and (f) electrical fixtures, all as shall be further described in the Phase 3 Concept Plan; and (2) be constructed to the same or better standards, finishes and materials as the Town's recently completed Avenue Plaza. The Art Walk shall be connected to the existing improvements in the Centennial Circle area. Developer shall be responsible for coordinating the Art Walk design with the Town's Community Services Department and the Art Committee of the Fountain Hills Cultural and Civic Association.

B. Avenue of the Fountains Streetscape. Subject to the provisions of Subsection 4.4(D) below, Developer shall design and construct improvements to the Avenue of the Fountains streetscape in accordance with the Phase 1 Concept Plan or Phase 2 Concept Plan, as applicable. Such streetscape improvements shall: (1) include (a) ADA-compliant sidewalks and ramps, (b) a ramada at the west cross walk to match the location of the Town-constructed ramada on the north side of the Avenue of the Fountains, as generally shown on the Land Use Plan (the "**Ramada**"), and an architectural feature (at the east crosswalk as generally shown on the Land Use Plan) similar in design to the Town-constructed ramada on the north side of Avenue of the Fountains (the "**Architectural Feature**"), (c) landscaping, (d) seating, (e) lighting, and (f) electrical fixtures as described in the applicable Concept Plan (collectively, the "**Streetscape Improvements**"); and (2) be constructed to the same or better standards, finishes and materials as the Town's improvements on the north side of Avenue of the Fountains.

C. Avenue of the Fountains Pocket Park. Developer shall design and construct a pocket park along the Avenue of the Fountains in the location shown on Exhibit B (the "**Pocket Park**"). The Pocket Park shall be constructed: (1) to the same or better standards, finishes and materials as the Town's recently completed Avenue Plaza and in accordance with the Phase 1 Concept Plan; and (2) in a manner that relocates the existing Salt River Project facilities to an area outside the Pocket Park.

D. Timing of Construction. The Streetscape Improvements, the Pocket Park and the Art Walk (collectively, the "**Open Space Improvements**") shall be designed and constructed, in conjunction with each specific Phase (as set forth in the Land Use Plan), and shall be completed and accepted by the Town before a certificate of occupancy issues for that particular Phase.

4.5 Maintenance. Notwithstanding the provisions of Subsection 6.2(K) below, Developer shall be responsible for maintenance of Developer's landscape improvements for all of the street rights-of-way immediately adjacent to the Property, except for the Avenue of the Fountains Streetscape Improvements. Upon acceptance of the Art Walk and the Streetscape Improvements, in each instance pursuant to Subsection 6.2(K) below, the Town shall be responsible for maintenance of such improvements. Developer shall be responsible for maintenance of the Pocket Park according to the obligations set forth in the Parking Easement Agreement related to the AOTF Parking Lot.

designed and constructed according to Town standards; provided, however, that all disabled parking spaces shall meet ADA requirements.

5.4 Decrease in Size and Number of Loading Zones for the Project. The off-street loading and unloading space requirements set forth in Subsection 7.04(H) of the Zoning Ordinance are modified to permit the required dimensions of the loading zones to be reduced from 12'x45' to 10'x30', and to reduce the number of loading zones required on the Property to four.

5.5 Increase of Building Height for the Project. Subject to the limitations herein, the maximum building height restrictions in Section 18.14 of the Zoning Ordinance are modified to allow a maximum building height of 54', including all equipment parapets/screens, except for "Building F", as shown on the Land Use Plan, which shall be limited to not more than three stories and shall not exceed 40' in height. No building in the Project may contain more than three residential floors.

5.6 Exterior Elevation Offsets for the Project. The exterior offset requirements set forth in Subsection 18.03(C)(4) of the Zoning Ordinance are modified to (A) decrease upper story exterior wall plane offsets (either vertical or horizontal) from a minimum of 20% to a minimum of 10%, and (B) increase the maximum length, from 10 feet to 25 feet, of any upper story wall plane that is not offset.

5.7. Provision of Wi-Fi. Developer shall install and operate free, public Wi-Fi internet infrastructure along the Avenue of the Fountains in conjunction with Phase 1 and Phase 2. Such Wi-Fi internet infrastructure shall provide coverage extending along the "Avenue Plaza" within the Avenue of the Fountains from La Montana Drive to Saguaro Boulevard and shall be operational for (A) the segment adjacent to Phase 1 prior to issuance of a certificate of occupancy for Phase 1, and (B) the segment adjacent to Phase 2 prior to issuance of a certificate of occupancy for Phase 2. Each segment shall be certified to the Town by the system designer/provider as meeting the coverage requirements of this Section 5.7. Developer shall be solely responsible for the operation and maintenance of each segment of the Wi-Fi internet infrastructure for a period of four years after the date the Town issues the certificate of occupancy for Phase 1. Developer may satisfy its operation and maintenance responsibility with respect to the Wi-Fi internet infrastructure by executing and delivering to the Town one or more agreements with a third-party provider reasonably acceptable to the Town, which agreement(s) shall incorporate Developer's responsibilities under this Section 5.7. The Town's acknowledgment of the transferred responsibility shall be evidenced by an estoppel certificate issued by the Town pursuant to Subsection 9.20(C) below.

5.8 Residential-Only Buildings. Subsection 18.03(C)(2) is hereby modified to allow for residential-only use of Building "F" in Phase 2 and all buildings in Phase 3, substantially as shown on the Land Use Plan.

D. Third Party Review and Inspection. Developer agrees and understands that the Town has concluded it lacks sufficient resources to provide plan review and inspection services within the review time periods Developer desires for the Project, causing the Town to require an outside consultant to perform the tasks on the Town's behalf. The Developer will be required to pay the direct costs incurred by the Town resulting from its contract for the services of an outside firm to provide plan review and inspection in connection with the Project. The Town shall perform all plan review and inspections related to fire safety and planning and zoning; the Fountain Hills Sanitary District will perform all plan review and inspections related to sanitary sewer; and Epcor will perform all plan review and inspections related to the Project's potable water supply. If a third-party plan review and inspection firm is retained, Developer shall only be responsible to pay the percentage of the Town's then-current building permit fee, as determined by the Town Manager at the time the Town and Developer execute a third-party review agreement, to cover the cost of the planning and zoning/landscape plan review and inspection. Developer shall be responsible for 100% of the cost of the plan review and inspection fees related to fire safety.

E. Building Permits. Developer shall secure all grading, building and construction permits in accordance with the Town code and ordinances, or as required by any other governmental agency, prior to starting any site grading or construction activities on the Property. Developer is permitted to submit for review building and construction permits prior to Concept Plan approval for a Phase. The Town shall coordinate with the third party plan review firm to ensure the plans submitted adhere to this Agreement and the applicable Concept Plan, including any changes to such Concept Plans required by the Town Council as part of its approval. Notwithstanding the allowance for early building and construction plan submittal set forth in this Subsection 6.2(E), Developer agrees and understands that no permits for the construction of a Phase will be issued prior to Town Council approval of the Concept Plan for the portions of the Project within that Phase.

F. Construction on Property. After final approval of the applicable Concept Plan by the Commission and the Town Council and acquisition of the Property according to Subsection 6.2(B) above, Developer shall commence construction of each Phase within a commercially reasonable timeframe according to the Development Schedule and after receipt of all building permits for vertical construction of such Phase. For the purposes of this Agreement, (1) "**vertical construction**" shall mean construction of retaining walls, exterior walls, footings or slabs of restaurant, retail, entertainment and residences on the Property and (2) "**commence construction**" shall mean the mobilization of sufficient construction resources to the Property to complete the applicable Phase according to the Development Schedule and the Town's codes and ordinances.

G. Traffic Study. Developer has submitted for review and approval to the Town a traffic impact analysis prepared by a qualified professional identifying (1) the Project impacts (including those created by the Morningstar assisted living facility) on traffic circulation in the area surrounding the Project, including but not limited to the area

promptly notify the Town in writing of the completion of such Public Infrastructure Improvements. Developer shall dedicate to the Town, at no cost to the Town, such completed Public Infrastructure Improvements free and clear of all liens and encumbrances and in accordance with Town standards applicable to such dedication and acceptance. So long as such Public Infrastructure Improvements are constructed in accordance with Town standards, as verified by the Town's inspection of the completed Public Infrastructure Improvements, all punch list items have been completed and the Public Infrastructure Improvements are free of any liens and encumbrances, the Town shall accept the Public Infrastructure Improvements, and such acceptance shall not be unreasonably withheld or delayed. The Town shall promptly notify Developer, in writing, of the Town's acceptance of the Public Infrastructure Improvements. Acceptance of any Public Infrastructure Improvement is expressly conditioned upon Developer providing a warranty for such Public Infrastructure Improvement, as provided in Subsection 6.2(L) below. Subject to the limitation set forth below, after acceptance of any Public Infrastructure Improvements, the Town thereafter shall maintain, repair and operate such Public Infrastructure Improvements at its own cost, which obligation shall survive any termination of this Agreement. Notwithstanding the Town's maintenance obligations set forth above, Developer shall be solely responsible for the cost of operating (including, but not limited to costs for water, electricity and dust control) and maintaining the New Town Parking Lots constructed on Town property as set forth in the applicable Parking Easement Agreement, such maintenance to be conducted at the same intervals and standards as Developer's parking areas, subject to prior notice to, and approval by, the Town Manager. Developer shall be solely responsible for the maintenance of all Public Infrastructure Improvements until dedicated to, and accepted by, the Town as provided above.

L. Warranty. Developer or its assignee shall give to the Town a one-year warranty for all Public Infrastructure Improvements, which warranty shall begin on the date that the Town accepts the Public Infrastructure Improvements as provided in Subsection 6.2(K). Any material deficiencies in material or workmanship identified by Town staff during the one-year warranty period shall be brought to the attention of Developer or its assignee that provided the warranty, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the Town. Continuing material deficiencies in a particular portion of the Public Infrastructure Improvements shall be sufficient grounds for the Town to require (1) an extension of the warranty for an additional one-year period, and (2) the proper repair of or the removal and reinstallation of, that portion of the Public Infrastructure Improvements that is subject to such continuing deficiencies. Regardless of whether the applicable warranty period has expired, Developer agrees to repair any damage to the Public Infrastructure Improvements caused by Developer's construction activities on the Property. Nothing contained herein shall prevent the Town or Developer from seeking recourse against any third party for damage to the Public Infrastructure Improvements caused by such third party.

M. Site Drainage. Developer agrees and understands that the Town's willingness to permit reduced parking requirements on the Project site is based upon,

With a copy to: Gust Rosenfeld, P.L.C.
 One East Washington, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire, Esq.

If to Developer: N-Shea Group, LLC
 14555 N. Scottsdale Road, Suite 240
 Scottsdale, Arizona 85254
 Attn: Bart M. Shea

With a copy to: DKL Law, PLLC
 14555 N. Scottsdale Road, Suite 240
 Scottsdale, Arizona 85254
 Attn: David W. Lunn, Esq.

If to Owner: Park Place Properties, LLC
 1221 Cleveland Street
 Wilmette, Illinois 60091
 Attn: Sam Gambacorta

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received: (A) when delivered to the party; (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage; or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

9.2 Entire Agreement; Amendment. This Agreement (including Exhibits A - G attached hereto, which are incorporated herein by this reference) is intended to be and constitutes the entire agreement between the Parties with respect to the subject matter hereof; and may be amended only by an instrument in writing signed by the Town, Developer and the then-current owner of any portion of the Property affected by such amendment. No amendment or waiver of any provision in this Agreement shall be binding (A) on the Town unless and until it has been approved by the Town Council and has become effective, (B) on Developer unless and until it has been executed by an authorized representative of Developer, or (C) on the then-current owner of the Property unless it has been executed by an authorized representative of such owner. Any amendment to this Agreement in connection with Transferred Property (defined below) shall affect only the Transferred Property and shall not be an amendment of this Agreement as to the part of the Property that is not affected by a Transfer (defined below). Any amendment to this Agreement in connection with a portion of the Property that is not Transferred

represent and warrant that the individual executing this Agreement on behalf of their respective entities are authorized and empowered to bind the entity on whose behalf each such individual is signing.

9.9 Assignment. Developer shall transfer or assign (“Transfer”) all of its rights and obligations under this Agreement with respect to any portion of the Property to any person or entity (“Transferee”) who acquires such portion of the Property, which Transfer shall occur when the Transferee takes title to such portion of the Property. Developer shall be released from its obligations under this Agreement and any associated easement agreement with respect to the portion of the Property that is transferred (“Transferred Property”), so long as all of the following conditions have been met:

A. Proper Notice. Developer has given the Town notice of the Transfer, which shall include a legal description of the Transferred Property and the name, address and telephone number for notice purposes, of the Transferee.

B. Acceptance by Transferee. The Transferee has agreed, in writing, to be subject to all of the provisions of this Agreement applicable to the Transferred Property and any applicable easement agreement associated with the Transferred Property.

9.10 Third Parties. No term or provision of this Agreement is intended to, or shall be, for the benefit of any person or entity not a signatory hereto, and no such other person or entity shall have any right or cause of action hereunder.

9.11 No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties hereto, nor shall this Agreement cause them to be considered joint ventures or members of any joint enterprise. Each party hereto shall be considered a separate entity, and no party hereto shall have the right to act as an agent for another party hereto, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

9.12 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

9.13 Further Documentation. The parties hereto agree in good faith to execute such further or additional instruments and documents and to take such further commercially reasonable acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement, in each case, at no additional expense to the party hereto who does not initiate the request.

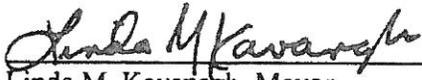
9.14 Fair Interpretation. The Parties and Owner have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed

obligations remain with respect to such Phase. The Town will deliver the statement to the requesting party within 15 days after request. The Town acknowledges that the requesting party and any such assignee, transferee, tenant, purchaser, investor, title company, lender, or mortgagee may rely upon such statement as true and correct.

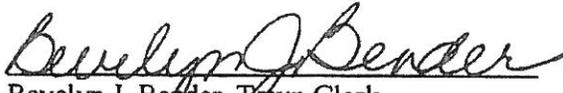
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation


Linda M. Kavanagh, Mayor

ATTEST:


Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On June 20, 2016, before me personally appeared Linda M. Kavanagh, the Mayor of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document, on behalf of the Town of Fountain Hills.

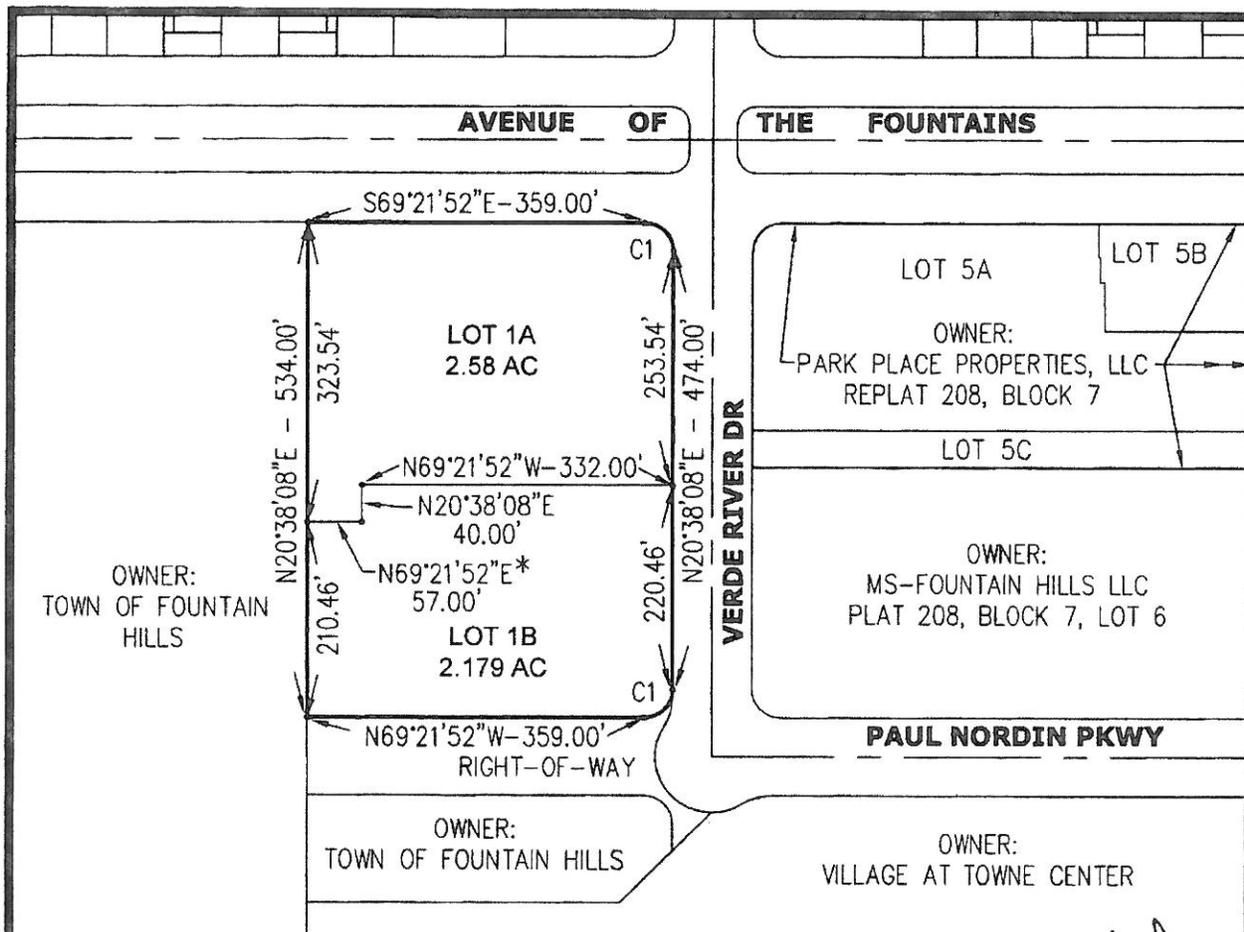


(Affix notary seal here)


Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

TOWN OF FOUNTAIN HILLS EXHIBIT A - SHEET 1 LOTS 1A & 1B, BLOCK 2, PLAT 208



MAP BASED ON " A FINAL REPLAT OF LOT 1 OF THE FINAL REPLAT OF BLOCK 2, PLAT NO. 208, FOUNTAIN HILLS, ARIZONA", AS RECORDED ON JUNE 28, 2016 IN BOOK 1278, PAGE 31, OF THE RECORDS OF MARICOPA COUNTY ARIZONA AND BEING A PART OF SECTION 15, T. 3 N., R. 6 E. OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

Randy L. Harrel

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 16545
RANDY L. HARREL
Date Signed 6/30/16
ARIZONA U.S.A.
Expires 3/31/18



0 100' 200'

SCALE: 1" = 200'

DATE: 6-30-16

CURVE DATA:

CURVE NO.	DELTA	RADIUS	LENGTH	TANGENT
C1	90°00'00"	30.00'	47.12'	30.00'

*AS RECORDED, ACTUAL BEARING BELIEVED TO BE (N69°21'52"W)

20160478461

EXHIBIT B
TO
DEVELOPMENT AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
N-SHEA GROUP, LLC
AND
PARK PLACE PROPERTIES, LLC

[Approved Land Use Plan]

EXHIBIT C
TO
DEVELOPMENT AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
N-SHEA GROUP, LLC
AND
PARK PLACE PROPERTIES, LLC

[Insurance and Indemnification Requirements]

See following page.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Developer. Developer shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Developer shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Contractors. If any work under this Agreement is contracted in any way, Developer shall execute written agreements with its contractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Developer. Developer shall be responsible for executing any agreements with its contractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Developer will provide the Town with suitable evidence of insurance in the form of certificates of insurance and appropriate endorsements with respect to the insurance policies as required by this Agreement, issued by Developer's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and endorsements of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Developer's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and endorsements required by this Agreement shall be identified by referencing this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

1.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 15 days' prior written notice to the Town.

2. Indemnification. To the fullest extent permitted by law, the Developer shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon negligent acts, errors, mistakes or omissions, or intentional misconduct, in connection with the work or services of the Developer, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

WHEN RECORDED RETURN TO:

Town of Fountain Hills
Attn: Town Clerk
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268

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This Agreement is exempt from the real estate transfer fee and Affidavit of Property Value pursuant to A.R.S. §11-1134(A)(2)

DRAINAGE EASEMENT AGREEMENT

GRANTOR: _____

GRANTEE: TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation

THIS DRAINAGE EASEMENT AGREEMENT (this "Easement Agreement") is entered into _____, by and between Grantor and Grantee for the purposes set forth below. Grantor and Grantee are sometimes referred to herein collectively as the "Parties," or individually as a "Party."

RECITALS

A. Grantor is the owner of that certain real property at the southwest corner of the intersection of Verde River Drive and the Avenue of the Fountains in the Town of Fountain Hills, Arizona (the "Receiving Property") as described and depicted on Exhibit 1, attached hereto and incorporated herein by this reference.

B. Grantee is the owner of that certain real property at the southeast corner of the intersection of La Montana Drive and the Avenue of the Fountains in the Town of Fountain Hills, Arizona (the "Town Property") as described depicted on Exhibit 1, which property is adjacent to Grantor's Receiving Property.

C. Pursuant to the Development Agreement between the Town of Fountain Hills, N-Shea Group and Park Place Properties, LLC, dated _____, 2016 (the "Development Agreement"), Grantor will utilize a portion of the Town Property for parking, which parking will eliminate a retention basin necessary for drainage of the Town Property. Accordingly, Grantor has agreed to perpetually receive drainage from the Town Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference and the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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6. Assignment. Neither Grantor nor Grantee shall have the right or authority to assign, in whole or in part, any of its rights or obligations under this Easement Agreement, or any portion of this Easement Agreement to any third party without the prior, written consent of the other Party, which consent shall not be unreasonably delayed, conditioned or denied. Notwithstanding the foregoing, Grantor and Grantee acknowledge and agree that no such consent shall be required if the underlying property burdened or benefitted by this Easement Agreement is transferred or conveyed to a third party.

7. Running of Benefits and Burdens. All provisions of this Easement Agreement, including the benefits and burdens, run with the land and are binding upon and inure to Grantor, Grantee and their respective successors and assigns.

8. Additional Easements. Nothing contained in this Easement Agreement shall prohibit Grantor from conveying additional easements for access, drainage, utility or other purposes through, over, under, upon, in, across and along the Easement Area; provided, however, that no such additional rights or easements shall unreasonably impair the use of the Drainage Facilities.

9. Notices and Requests. Any notice or other communication required or permitted to be given under this Easement Agreement shall be in writing and shall be deemed to have been duly given if: (i) delivered to the Party at the addresses set forth below; (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below; or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to Grantee: Town of Fountain Hills
16705 East Avenue of the Fountains.
Fountain Hills, Arizona 85268
Attn: Town Manager

With a copy to: GUST ROSENFELD, P.L.C.
One East Washington, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

If to Grantor: _____

Attn: _____

With a copy to: Real Capital Solutions, Inc.
371 Centennial Parkway, Suite 200
Louisville, CO 80027
Attn: Senior Counsel

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received: (i) when delivered to the Party; (ii) three business days after being placed in the U.S.

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concerning this instrument shall be of no force or effect, excepting a subsequent recorded modification, signed by Grantor and Grantee or their respective successors or assigns.

IN WITNESS WHEREOF, the Parties have executed this Drainage Easement Agreement on the date first set forth above.

“Grantee”

TOWN OF FOUNTAIN HILLS
an Arizona municipal corporation

DRAFT

Linda M. Kavanagh, Mayor

ATTEST:

DRAFT

Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2016, before me personally appeared Linda M. Kavanagh, the Mayor of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document, on behalf of the Town of Fountain Hills.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

EXHIBIT 1
TO
DRAINAGE EASEMENT AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND

[Legal Description Town Property, Receiving Property and Easement Area]

See following pages.

WHEN RECORDED RETURN TO:

Town of Fountain Hills
Attn: Town Clerk
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268

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PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT (this "Easement Agreement") is entered into _____, 2016, by and between the Town of Fountain Hills, an Arizona municipal corporation ("Grantor"), and _____ ("Grantee"). Grantor and Grantee are sometimes referred to herein collectively as the "Parties," or individually as a "Party."

RECITALS

A. Grantor owns that certain real property located east of the southeast corner of Avenue of the Fountains and La Montana Drive in Fountain Hills, Arizona, more particularly described and depicted in Exhibit 1, attached hereto and incorporated herein by reference (the "Town Parcel").

B. Grantee owns that certain real property located at **[Phase 1: the southwest corner of Verde River Drive and Avenue of the Fountains] [Phase 3: immediately west of the corner of Verde River Drive and Paul Nordin Parkway]** in Fountain Hills, Arizona, as more particularly described and depicted in Exhibit 1 (the "Developer Property"). Developer intends to construct a multifamily and retail project in phases, including but not limited to retail shopping areas, restaurants, offices, and related uses (the "Project"), on the Developer Property. Grantee requires use of the Town Parcel for parking related to the Project.

C. Grantor desires to grant to Grantee and its successors and assigns a permanent nonexclusive easement for ingress, egress, parking and pedestrian access on, over and across the Town Parcel for use in connection with the Project.

D. Grantor further desires to grant to Grantee a temporary exclusive construction easement over, on and across the currently unpaved portion of the Town Parcel (the "Easement Area") for the purpose of designing and constructing paved parking facilities thereon in accordance with Town codes, ordinances and regulations as such may be modified by the Development Agreement between the Town of Fountain Hills and N-Shea Group, LLC and Park Place Properties, LLC, dated _____, 2016 (the "Development Agreement").

E. **[For Phase 1 only: Grantee agrees, as part of its maintenance obligations set forth below, to maintain the Pocket Park (as defined in the Development Agreement) to be constructed by Grantee on the Town Parcel.]**

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within the Pocket Park to the same or better standards as the "Avenue Plaza" area within the Avenue of the Fountains.]

4. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor and each council member, officer, employee, contractor or agent thereof (Grantee and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon (i) the negligent design and construction of the Parking Lot [**For Phase 1 only: and the Pocket Park**] on the Easement Area, or (ii) failure to properly maintain the Easement Area by Grantee, its employees, agents or any tier of subcontractor acting on Grantee's behalf. The provisions of this Section will survive for a period of one year following the termination of this Easement Agreement.

5. Insurance. Each of the Parties shall, at its sole cost and expense, carry commercial general liability insurance, naming the other Party as additional insured, covering injury, death, disability or illness of any person, or damage to property, occurring in, on or about its real property, with liability limits not less than \$2,000,000. The policies of insurance provided herein shall be issued by insurance companies qualified to do business in the State of Arizona and reasonably acceptable to the Parties. Each such insurance company shall have a rating of at least A, Class IX in Best's Key Rating Guide. Copies of certificates evidencing the insurance policies that each Party is required to carry hereunder, shall be delivered to the other Party within five days after the date on which this Easement Agreement is recorded. The policies of insurance must contain a provision or endorsement that the company writing said policy will give to the other Party 30 days' notice in writing of any modification, cancellation or lapse of effective date or any reduction in the amount of insurance. Not more frequently than every five years, if, in the reasonable opinion of either Party the amount of the commercial general liability insurance coverage at that time is not adequate, the Parties shall meet and discuss additional insurance as may be reasonable for comparable facilities in the greater metropolitan Phoenix area.

6. Notices and Requests. Any notice or other communication required or permitted to be given under this Easement Agreement shall be in writing and shall be deemed to have been duly given if: (i) delivered to the Party at the addresses set forth below; (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below; or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to Grantor:	Town of Fountain Hills 16705 East Avenue of the Fountains. Fountain Hills, Arizona 85268 Attn: Town Manager
----------------	--

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9. Document Execution, Modification and Cancellation. This Easement Agreement (including exhibits) may be modified or cancelled only by agreement between Grantor and Grantee.

10. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

11. Time of the Essence. Time is of the essence with regard to performance under the terms and provisions of this Easement Agreement, and any amendment, modification or revision thereof, with respect to the actions and obligations of each person bound by the terms hereof.

12. Severability. Invalidation of any of the provisions contained in this Easement Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any person and the same shall remain in full force and effect.

13. Attorney's Fees. If either Party commences an action against the other to interpret or enforce any of the terms of this Easement Agreement or because of the breach by the other Party of any of the terms hereof, the losing Party shall pay to the prevailing Party reasonable attorney's fees, costs and expenses, including expert witness fees, incurred in connection with the prosecution or defense of such action. For the purpose of this Easement Agreement, the terms "attorney's fees, costs and expenses" shall mean the fees and expenses of counsel to the respective Parties, which may include printing, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The term "attorneys' fees, costs and expenses" shall also include, without limitation, all such fees and expenses incurred with respect to appeals, arbitrations and bankruptcy proceedings.

14. Negation of Partnership. None of the terms or provisions of this Easement Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise. Each Party hereto shall be considered a separate owner, and no Party hereto shall have the right to act as an agent for another Party hereto, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

15. No Other Interest. Grantee acknowledges and agrees that except for the Easement, Grantee claims no right, title or interest in or to any portion of the Town Parcel.

16. Assignment. Neither Grantor nor Grantee shall have the right or authority to assign, in whole or in part, any of its rights or obligations under this Agreement, or any portion of this Agreement to any third party without the prior, written consent of the other party, which consent shall not be unreasonably delayed, conditioned or denied. Notwithstanding the foregoing, the Parties acknowledge and agree that no such consent shall be required if the underlying property burdened or benefitted by this Easement Agreement is transferred or conveyed to a third party.

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EXHIBIT 1
TO
PARKING EASEMENT AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
_____, LLC

[Legal Description of the Town Parcel, the Easement Area and the Developer Property]

See following pages.

[Note: With respect to the Developer Property, insert legal description of the "Phase 1" property for the AOTF Lot easement; insert the legal description of the "Phase 3" property for the Paul Nordin Lot easement]

Development Schedule

Deadline to Perform Task
From Effective Date of Agreement

Task/Obligation

On or before 30 days	Submit completed full-Project Concept Plan or completed Phase 1 Concept Plan for approval
On or before 120 days following approval of a Concept Plan for a phase of the Project	Complete Acquisition of the portion of the Property included within the phase
On or before 9 Months	Developer to have submitted Construction Documents for Phase 1, including applicable portion of Public Infrastructure Improvements.
On or before 18 Months	Developer to have begun construction of Phase 1 Improvements.
On or before 48 Months	Developer to have submitted Construction Documents for Phase 2, including applicable portion of Public Infrastructure Improvements.
On or before 60 Months	Developer to have completed construction of Phase 1 improvements, including applicable portion of Public Infrastructure Improvements.
On or before 60 Months	Developer to have begun construction of Phase 2 improvements, including applicable portion of Public Infrastructure Improvements.
On or before 72 Months	Developer to have to have submitted Construction Documents for Phase 3, including applicable portion of Public Infrastructure Improvements.
On or before 72 Months	Developer to have completed construction of Phase 2 improvements, including applicable portion of Public Infrastructure Improvements.
On or before 72 Months	Developer to have begun construction of Phase 3 improvements, including applicable portion of Public Infrastructure Improvements.



1125-17th St., 500
Denver, CO 80202

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ESCROW INSTRUCTIONS

File # _____

First American Title Insurance Company ("Escrow Agent"), hereby agrees to act as the escrow agent for money deposited with it by the other party(ies) _____, an _____ ("Developer") and the Town of Fountain Hills, an Arizona municipal corporation ("Town") to this Escrow Agreement (this "Agreement") under the terms and conditions set forth herein.

1. The undersigned Developer, hereby deposits, in escrow with Escrow Agent, \$100,000.00 USD. Notwithstanding the joint and several obligations set forth in Section 7 of the "General Provisions" attached hereto, Developer shall be solely responsible for payment of all charges, costs and expenses due to Escrow Agent.

2. The money set forth in Paragraph 1 above is escrowed with and to be held by Escrow Agent pending full and proper satisfaction of the following requirement(s):

- (a) Receipt of written acceptance from the Town of the AOTF Parking Lot, Ramada and Pocket Park (each as defined in the Development Agreement between the Town, Developer and Park Place Properties, LLC, dated _____, 2016 (the "Development Agreement")).
- (b) Certificate of completion signed by the Developer.
- (c) Signed "As-built" drawings certified by the survey of record _____.

3. Escrow Agent is authorized to disburse all escrowed funds upon satisfaction of all of the requirements identified in Paragraph 2 hereof, without the requirement for further authorization from the Town or Developer.

4. If the Development Agreement is terminated for any reason at any time after the Town's property under the AOTF Parking Lot has been disturbed or construction activity has commenced for the Ramada or the Pocket Park, and the requirements in paragraph 2 of this Agreement have not been met, the Escrow Agent is authorized to disburse to the Town escrowed funds in an amount certified by the Town to be reasonably necessary to restore the Town's property to the condition existing prior to execution the Development Agreement.

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EXHIBIT A

General Provisions

1. The Agreement may be supplemented, altered, amended, modified or revoked by writing only, signed by all of the parties hereto, and approved by the Escrow Agent.
2. No assignment, transfer, conveyance or hypothecation of any right, title or interest in and to the subject matter of this Agreement shall be binding upon the Escrow Agent unless written notice thereof shall be served upon the Escrow Agent and all fees, costs and expenses incident thereto shall have been paid and then only upon the Escrow Agent's consent thereto in writing.
3. Any notice required or desired to be given by the Escrow Agent to any party to this Agreement may be given by mailing the same addressed to such party at the most recent address of such party shown on the records of the Escrow Agent, and notice so mailed shall, for all purposes hereof, be as effectual as though served upon such party in person at the time of depositing such notice in the mail.
4. The Escrow Agent may receive any payment called for hereunder after the due date thereof unless subsequent to the due date of such payment and prior to the receipt thereof the Escrow Agent shall have been instructed in writing to refuse any such payment.
5. The Escrow Agent shall not be personally liable for any act it may do or omit to do hereunder as such agent, while acting in good faith and in the exercise of its own best judgment, and any act done or omitted by it pursuant to the advice of its own attorneys shall be conclusive evidence of such good faith.
6. The Escrow Agent is hereby expressly authorized to disregard any and all notices or warnings given by any of the parties hereto, or by any other person, firm or corporation, excepting only orders or process of court, and is hereby expressly authorized to comply with and obey any and all process, orders, judgments, or decrees of any court, and in case the Escrow Agent obeys or complies with any such process, order, judgment, or decree of any court, it shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding any such process, order, judgment or decree be subsequently reversed, modified, annulled, set aside or vacated, or found to have been issued or entered without jurisdiction.
7. In consideration of the acceptance of this Agreement by the Escrow Agent, the undersigned agree, jointly and severally, for themselves, their heirs, legal representatives, successors and assigns to pay the Escrow Agent its charges hereunder and to indemnify and hold it harmless as to any liability incurred by it to any other person, firm or corporation by reason of its having accepted the same, or its carrying out any of the terms thereof, and to reimburse it for all its expenses, including among other things, attorney's fees and court costs incurred in connection herewith; and that the Escrow Agent shall have a first and prior lien upon all deposits made hereunder to secure the performance of said agreement of indemnity and payment of its charges and expenses, hereby expressly authorizing the Escrow Agent, to deduct such charges and expenses, without notice, from any funds deposited hereunder.
8. The Escrow Agent shall not be under any duty or obligation to ascertain the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver these instructions or any documents or papers or payments deposited or called for hereunder, and assumes no responsibility or



FOUNTAIN HILLS SANITARY DISTRICT

16941 E. PEPPERWOOD CIRCLE
FOUNTAIN HILLS, AZ 85268-2901
TELEPHONE: 480-837-9444 FAX: 480-837-0819
www.az-fhsd.gov

DATE: June 2, 2016

MEMO TO: Bob Rodgers
Town of Fountain Hills

FROM: Chris Kiriluk

RE: Subdivision Technical Review
Park Place Phase I Concept Plan
Avenue of the Fountains
Plat 208, Block 7, Lot 5A
Plat 208, Block 2, Lot 1A
Case No. CP-2016-02 (M#6826)
First Submittal

I have reviewed the above referenced submittal for conformance with District requirements and have the following comments:

1. No sewer locations have been submitted for Phase I of this project. The only available tie-in locations for this project are on Verde River Drive south of this project and in the parking lot of the Lexington Hotel, east of Phase I. It would be prudent and appropriate at this time to submit concept plans for sewer service in order to work out possible design issues.
2. Four separate locations are noted as possible restaurants. While the District understands that not all these locations are likely to be restaurants, each location that does become a restaurant will need to have its own separate grease interceptor. It should also again be noted that the proximity of grease interceptors to residential units has great potential for future odor problems and must be carefully considered.
3. Any additional gravity sewers built to service the Mixed Use Commercial/Residential Districts will need to be built to District Design Standards, and will require dedicated easements to provide access to District staff after acceptance. It will be the responsibility of the developer to install any additional sewer and grant the associated easements necessary at his cost.
4. If the densities of development increase over what is currently planned for in existing zoning as proposed, the developer will be responsible for any necessary upsizing of downstream sewer facilities.

5. On Sheet SP1, the Architectural Site Plan, parking is shown over Town-owned property in which the District has some critical and costly facilities involving recharge. These facilities need to be shown on the plan. Parking areas must be designed so as not to interfere with the operation and maintenance of and access to these facilities.

/cdk

cc: N-Shea Group
14455 N. Scottsdale Road
Suite 240
Scottsdale, AZ 85254

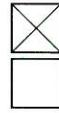
Allen Consulting Engineers, Inc.
3921 E. Baseline Road, Suite 002
Gilbert, AZ 85234

Hazel Cunningham

Bill Cunningham



TOWN OF FOUNTAIN HILLS



**Planning and Zoning
Board of Adjustment**

AGENDA ACTION FORM

Meeting Date: July 28, 2016

Agenda Type: Regular

Meeting Type: Regular

Submitting Department: Development Services

Staff Contact Information: Bob Rodgers, Senior Planner, 480-816-5138, roddgers@fh.az.gov

REQUEST TO PLANNING & ZONING COMMISSION:

PUBLIC HEARING of ORDINANCE #16-05, to amend Article II, Section 2.07 of the Fountain Hills Subdivision Ordinance to allow the ADMINISTRATIVE APPROVAL OF MINOR REPLATS such as lot line adjustments, lot splits and lot joins. Case #S2016-14

CONSIDERATION of ORDINANCE #16-05, to amend Article II, Section 2.07 of the Fountain Hills Subdivision Ordinance to allow the ADMINISTRATIVE APPROVAL OF MINOR REPLATS such as lot line adjustments, lot splits and lot joins. Case #S2016-14

Applicant: Town of Fountain Hills

Applicant Contact Information: Planning & Zoning Division

Property Location: Town-Wide

Related Ordinance, Policy or Guiding Principle:
Fountain Hills Subdivision Ordinance Section 2.07 Replats

Staff Summary (background):

This is a text amendment to the Subdivision Ordinance that will allow for administrative staff review and approval of minor re-plats such as lot line adjustments, lot splits, lot joins, and similar re-plats that will not result in more than two lots or any new roads being created.

This amendment is designed to allow for a quicker turnaround of minor re-plats by eliminating the requirement that the re-plat be submitted to Town Council, typically as a consent agenda item, for final approval.

Staff will still be required to ensure that all zoning requirements are met and that the re-plats will still be recorded as required.

Risk Analysis (options or alternatives with implications):

Approval of this text amendment will allow staff to administratively approve minor re-plats.

Denial of this text amendment will require that minor re-plats follow the same approval procedures that are currently in place.

Fiscal Impact (initial and ongoing costs; budget status): NA

Staff Recommendation(s):

Staff recommends that the Planning & Zoning Commission forward a recommendation that the Town Council approve the text amendment to the Subdivision Ordinance regarding minor re-plats.

SUGGESTED MOTION:

Move to recommend that the Town Council approve Ordinance #16-05 a text amendment to Article II, Section 2.07 of the Fountain Hills Subdivision Ordinance, to allow the administrative approval of minor re-plats.

Attachment(s):

Draft Ordinance #16-05 (2 pgs)

Submitted by:

Robert Rodgers  July 18, 2016
Interim Development Services Director Date

ORDINANCE NO. 16-05

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, AMENDING THE TOWN OF FOUNTAIN HILLS SUBDIVISION ORDINANCE, ARTICLE 2 (PLATTING PROCEDURES), SECTION 2.07 (REPLATS) TO ALLOW FOR ADMINISTRATIVE APPROVAL OF MINOR REPLATS BY THE DEVELOPMENT SERVICES DIRECTOR.

WHEREAS, the Mayor and the Council of the Town of Fountain Hills (the “Town Council”) adopted Ordinance No. 96-29, which established the Subdivision Ordinance for the Town of Fountain Hills (the “Subdivision Ordinance”); and

WHEREAS, the Town Council desires to amend Article 2 (Platting Procedures), Section 2.07 (Replats) of the Subdivision Ordinance to allow for administrative approval of minor replats by the Development Services Director; and

WHEREAS, public hearings regarding this Ordinance were advertised in the June 22, 2016, and June 29, 2016, editions of the *Fountain Hills Times*; and

WHEREAS, public hearings were held by the Fountain Hills Planning & Zoning Commission on July 28, 2016, and by the Town Council on September 1, 2016.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

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

SECTION 2. The Subdivision Ordinance, Article 2 (Platting Procedures), Section 2.07 (Replats), is hereby amended as follows:

Section 2.07 Replats

A. MINOR REPLATS

ANY LOT LINE AMENDMENT, LOT SPLIT, OR LOT JOIN IN A RECORDED SUBDIVISION THAT RESULTS IN THE CREATION OF NOT MORE THAN TWO LOTS AND THAT DOES NOT INCLUDE A NEW STREET MAY BE CONSIDERED BY THE DEVELOPMENT SERVICES DIRECTOR WHO SHALL ENSURE THE NEWLY CREATED LOTS CONFORM TO THE TOWN ZONING ORDINANCE AND SHALL HAVE THE AUTHORITY TO REVIEW AND ADMINISTRATIVELY APPROVE SUCH MINOR REPLATS. MINOR REPLATS APPROVED PURSUANT TO THIS SUBSECTION SHALL BE RECORDED IN THE SAME MANNER AS PLATS APPROVED BY THE TOWN COUNCIL.

AB. EXCEPT AS PERMITTED IN SUBSECTION 2.07(A) ABOVE, ~~Any division of a lot in a recorded subdivision, or any change in lot lines in a recorded subdivision,~~ shall be processed in accordance with Section 2.06 of this Ordinance, after a pre-application conference with Town staff, as provided in Section 2.02 of this Ordinance.

BC. Any replat involving the dedication of land for a public street or any off-site public improvements shall comply with all procedures set forth in Article H2 of this Ordinance. If the abandonment of a street, alley or public utility easement or other recorded easement in a previously recorded subdivision is necessary, the replat of that area shall be processed concurrently with the abandonment and recorded immediately subsequent to the recordation of the abandonment.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED BY the Mayor and Council of the Town of Fountain Hills, Arizona, September 1, 2016.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:

Linda M. Kavanagh, Mayor

Bevelyn J. Bender, Town Clerk

REVIEWED BY:

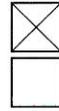
APPROVED AS TO FORM:

Grady E. Miller, Town Manager

Andrew J. McGuire, Town Attorney



TOWN OF FOUNTAIN HILLS



**Planning and Zoning
Board of Adjustment**

AGENDA ACTION FORM

Meeting Date: July 28, 2016

Meeting Type: Regular

Agenda Type: Regular

Submitting Division: Planning & Zoning

Staff Contact Information: Bob Rodgers, Interim Development Services Director, rrodgers@fh.az.gov

REQUEST TO PLANNING & ZONING COMMISSION:

PUBLIC HEARING of ORDINANCE #16-03, a TEXT AMENDMENT to the Fountain Hills Zoning Ordinance, Section 1.12, Section 6.08.CC, and Chapter 8, relating to Outdoor Lighting controls. Case #Z2016-01

CONSIDERATION of ORDINANCE #16-03, a TEXT AMENDMENT to the Fountain Hills Zoning Ordinance, Section 1.12, Section 6.08.CC, and Chapter 8, relating to Outdoor Lighting controls. Case #Z2016-01

Applicant: The Town of Fountain Hills

Applicant Contact Information: Planning & Zoning Division

Property Location: Town-Wide

Related Ordinance, Policy or Guiding Principle:

- Fountain Hills Zoning Ordinance Chapter 1 – Section 1.12 – Definitions
- Fountain Hills Zoning Ordinance Chapter 2 – Section 2.01 – Amendments or Zone Changes
- Fountain Hills Zoning Ordinance Chapter 6 – Section 6.08.CC – Signs Allowed or Required
- Fountain Hills Zoning Ordinance Chapter 8 – Outdoor Lighting Control

Staff Summary (background):

Section 1.12 of the Zoning Ordinance contains the definitions of terms used throughout the ordinance.

Section 6.08.CC of the Zoning Ordinance contains the Town’s regulations regarding electronic message signs and LED signs.

Chapter 8 of the Zoning Ordinance contains the Town’s outdoor lighting regulations. This chapter is commonly called the “Dark Sky” ordinance. However, while it is more restrictive than many communities in the valley, it is not a true “Dark Sky” ordinance.

The proposed text amendments will amend these Zoning Ordinance sections in order to update the Towns outdoor lighting requirements according to current standards and technologies.

A brief outline of the revised ordinance includes:

- The adoption of updated conversion information between Watts and Lumens.
- Adopting definitions for updated terms used in the ordinance.
- Measuring the maximum levels of allowable light in lumens rather than in watts.

- Adopting standards for shielding based on initial lumens rather than watts.
- Setting the maximum level of a light's Correlated Color Temperature at 3,000 Kelvin .
- Adopts Lumen Density Caps in all non-residential zoning districts.
- Prohibits light trespass.
- Provides for holiday lighting exemptions.
- Provides for municipal use and emergency exemptions.
- Allows for light ordinance exemptions for permitted special events.

Risk Analysis (options or alternatives with implications):

Adoption of the proposed ordinance amendments will update the current lighting standards and bring the Town closer to full dark sky compliance and/or certification.

Not adopting the amendments will maintain the current ordinance standards for outdoor lighting.

Fiscal Impact (initial and ongoing costs; budget status): N/A

Staff Recommendation(s):

Staff recommends that the Planning & Zoning Commission vote to forward a recommendation to the Town Council to approve the proposed text amendments to the Zoning Ordinance, Section 1.12, Section 6.08.CC, and Chapter 8, relating to Outdoor Lighting controls as presented.

SUGGESTED MOTION:

Move to forward a recommendation to the Town Council to approve the proposed text amendments to the Fountain Hills Zoning Ordinance, Section 1.12, Section 6.08.CC, and Chapter 8, relating to Outdoor Lighting controls as presented.

Attachment(s):

Draft Resolution #2016-22
Draft Ordinance #16-03
Draft Zoning Code Amendments to Chapters 1, 6, and 8 (Marked up)
Draft Zoning Code Amendments to Chapters 1, 6, and 8 (Clean)
Dark Sky Committee Information Packet
Dark Sky Committee Slide Show Handouts

Submitted by:

Robert Rodgers  July 19, 2016
Interim Development Services Director Date

ORDINANCE NO. 16-03

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, AMENDING THE TOWN OF FOUNTAIN HILLS ZONING ORDINANCE, CHAPTERS 1, 6 AND 8, RELATING TO OUTDOOR LIGHTING STANDARDS.

WHEREAS, the Mayor and the Council of the Town of Fountain Hills (the “Town Council”) adopted Ordinance No. 93-22, which established the Zoning Ordinance for the Town of Fountain Hills (the “Zoning Ordinance”); and

WHEREAS, the Town Council desires to amend the Zoning Ordinance to revise Chapters 1, 6 and 8 thereof, to amend the outdoor lighting standards; and

WHEREAS, in accordance with the Zoning Ordinance and pursuant to ARIZ. REV. STAT. § 9-462.04, as amended, public hearings regarding this ordinance were advertised in the March 30, 2016 and April 6, 2016 editions of the Fountain Hills Times; and

WHEREAS, a public hearing was held by the Fountain Hills Planning and Zoning Commission on April 14, 2016, and by the Town Council on May 5, 2016.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

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

SECTION 2. The Zoning Ordinance, Chapter 1, Subsection 1.12 - Definitions, is hereby amended as follows:

SECTION 3. The Zoning Ordinance, Chapter 6, Subsection 6.08.CC - Signs Allowed or Required, is hereby amended as follows:

SECTION 4. The Zoning Ordinance, Chapter 8 – Outdoor Lighting Control, is hereby amended as follows:

PASSED AND ADOPTED BY the Mayor and Council of the Town of Fountain Hills,
September 15, 2016.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:

Linda M. Kavanagh, Mayor

Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Grady Miller, Town Manager

Andrew J. McGuire, Town Attorney

DRAFT

Town of Fountain Hills
Outdoor Lighting Zoning Code Amendments
 _____, 2016

The Town of Fountain Hills Zoning Ordinance, Chapter 1 Introduction is hereby amended by amending Section 1.12 Definitions, to add the following definitions:

Adaptive Lighting Controls: Devices such as motion sensors, timers and dimmers used in concert with outdoor light fixtures to vary the intensity or duration of operation of lighting.

Correlated Color Temperature (CCT): The temperature, in Kelvin, of a black body whose spectrum approximates the spectral power distribution of a given light source. Correlated color temperature is a measure of the quality of “warmness” or “coolness” of a lamp.

Fully Shielded: Providing internal and/or external shields and louvers so that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected only below a horizontal plane running through the lowest point on the fixture where light is emitted or reflected.

Glare: The sensation produced by luminance within the visual field that is sufficiently greater than the luminance to which the eyes are adapted to cause annoyance, discomfort, or loss in visual performance and visibility. The magnitude of glare depends upon such factors as the size, position, and luminance of the source and the luminance of to which the eyes are adapted.

Initial Lumens: The lumens rating of a lamp when new, not including any age-related depreciation of light output.

Installed. Set up and fixed in position for use.

Lumen: The SI (International System of Units) unit of light output. A lumen is approximately the amount of light that falls on a one–square–foot surface one foot away from a candle flame.

Luminaire: A body that gives light.

Nit: A unit of measurement of luminance, or the intensity of visible light, where one nit is equal to one candela per square meter. Nits are used to describe the brightness of display devices such as televisions, computers, and electronic message boards.

Outdoor Light Fixture: An artificial illuminating fixture, lamp, or other device, located in the open air, not within an enclosed structure, that is permanent or portable, and is used for illumination or advertisement. Such devices shall include, but are not limited to, search, spot or floodlights for:

1. Buildings and structures
2. Recreation areas
3. Parking lot lighting
4. Landscape lighting
5. Billboards and other signage (advertising or other)
6. Street lighting.

Partially shielded: As applied to outdoor lighting fixtures, means a fixture that is shielded so that the bottom edge of the shield is below the plane centerline of the light source (lamp), minimizing the emission of light above the horizontal plane.

The Town of Fountain Hills Zoning Ordinance, Chapter 6 Sign Regulations is hereby amended by amending Section 6.08 Signs Allowed or Required, to read as follows (additions shown in ALL CAPS; deletions shown in ~~strikethrough~~):

Section 6.08 Signs Allowed or Required

CC. Electronic Message Center: Signs with intermittent, scrolling or flashing illumination, including electronic message center signs, are permitted in Commercial and Industrial zoning districts only; provided, however, that churches and schools may display such signs in residential districts. All electronic message center signs are subject to the following:

~~1. Signs must be on-site.~~

~~2~~1. There shall be no moving or flashing green or red features that could be mistaken as traffic control devices.

~~3~~2. Intermittent Changes:

a. Any changes to the face or copy of the sign must have a minimum of eight (8) second interval between changes.

b. ~~Any changes to the face or copy of the sign must stop~~ BETWEEN THE HOURS OF 10:00 P.M. – 6:00 A.M.~~at 10:00 p.m.~~, except for time and temperature.:

i. THERE SHALL BE NO CHANGES TO THE FACE OR COPY OF THE SIGN; AND

ii. ~~e. After BETWEEN THE HOURS OF 10:00 p.m – 6:00 AM,~~ the background must be darker than the text.

~~4~~3. LED SIGNS / ELECTRONIC MESSAGE DISPLAYS ARE SUBJECT TO ALL OF THE FOLLOWING:

a. BETWEEN THE HOURS OF 10:00 P.M. AND 6:00 A.M.:

i. LED SIGNS SHALL NOT EXCEED THE MAXIMUM LUMINATION LEVEL OF 100 NITS; AND

ii. SIGNS LOCATED ADJACENT TO RESIDENTIAL ZONING DISTRICTS SHALL BE TURNED OFF.

b. SIGNS SHALL BE EQUIPPED WITH PHOTO CELL SENSORS THAT ARE FACTORY LOCKED TO:

i. ADJUST THE SIGN TO AN APPROPRIATE LIGHT LEVEL DURING DAYLIGHT HOURS; AND

ii. DIM THE SIGN AT NIGHT TO THE REQUIRED NIT LEVEL AS STATED IN THIS SECTION.

c. AN AFFIDAVIT FROM THE MANUFACTURER OR OTHER EVIDENCE OF COMPLIANCE SATISFACTORY TO THE TOWN, ATTESTING TO THE PHOTO CELL SENSOR EQUIPMENT LOCK AS REQUIRED ABOVE SHALL BE SUBMITTED WITH THE SIGN PERMIT APPLICATION.

- d. THE ELECTRONIC MESSAGE CENTER PORTION OF THE SIGN SHALL NOT HAVE A WHITE BACKGROUND AND SHALL BE TURNED OFF WHEN THE BUSINESS IS CLOSED.
- e. SIGNS SHALL INCLUDE TIMERS THAT AUTOMATICALLY TURN OFF THE DIGITAL DISPLAY.

The Town of Fountain Hills Zoning Ordinance, Chapter 8 Outdoor Lighting Control is hereby amended by deleting Section 8.02 Definitions and by renumbering and amending Sections 8.01 Administration, 8.03 General Requirements, 8.04 Prohibitions, 8.05 Permanent and Temporary Exemptions, and 8.06 Procedures for Compliance, to read as follows (additions shown in ALL CAPS; deletions shown in ~~strikethrough~~):

Chapter 8

OUTDOOR LIGHTING CONTROL

Sections:

8.01	Administration.
8.02	Definitions.
8.032	General Requirements.
8.0403	Prohibitions.
8.054	Permanent and Temporary Exemptions.
8.065	Procedures for Compliance.

Section 8.01 Administration

- A. **Purpose:** IT IS THE INTENT OF THIS CHAPTER TO REQUIRE LIGHTING PRACTICES AND SYSTEMS THAT MINIMIZE LIGHT POLLUTION, GLARE, AND LIGHT TRESPASS, AND CONSERVE ENERGY WHILE MAINTAINING ADEQUATE LIGHT FOR NIGHTTIME SAFETY, UTILITY, SECURITY AND PRODUCTIVITY. GOOD MODERN LIGHTING PRACTICES CAN ACHIEVE THESE GOALS AND AT THE SAME TIME PRESERVE THE SCENIC VIEW OF THE NIGHT SKY, MINIMIZE LIGHTING THAT WOULD HAVE A DETRIMENTAL EFFECT ON ASTRONOMICAL OBSERVATIONS, AND PREVENT LIGHTING THAT WOULD BE OFFENSIVE TO NEIGHBORING AND NEAR-BY PROPERTIES. ~~This chapter is intended to restrict the permitted use of outdoor artificial illuminating devices emitting undesirable rays into the night sky which have a detrimental effect on astronomical observations, or which would otherwise be offensive to neighboring and near-by properties.~~
- B. **Conformance with Applicable Code AND ZONING ORDINANCE Provisions:** All outdoor artificial illuminating devices shall be installed in conformance with the provisions of this ~~article~~ CHAPTER, any other applicable provisions of the Zoning Ordinance ~~of the Town of Fountain Hills~~ and any building ~~ordinances~~ CODES of the Town of Fountain Hills, which may hereafter be enacted, as applicable. ~~Where any provisions of any of the Arizona state statutes or of the federal law, or any companion ordinance comparatively conflicts with the requirements of this chapter, the more restrictive shall govern.~~
- C. **Approved Material and Methods of Installation:** The provisions of this chapter are not intended to prevent the use of any material or method of installation not specifically prescribed by this chapter, provided any such alternate has been approved in writing by the Town of Fountain Hills ~~Community Development Director~~ ZONING ADMINISTRATOR upon CONSULTATION WITH THE CHIEF BUILDING OFFICIAL AND ~~a~~ finding that the proposed design, material or method:
1. Provides approximate equivalence to the applicable requirements of this chapter AND APPLICABLE BUILDING CODES; or

2. Is otherwise satisfactory and complies with the intent of this chapter.

Section 8.02—Definitions

For purposes of this chapter, the following terms shall have the following definitions:

~~**Fossil Fuel Light:** Light produced directly or indirectly by the combustion of natural gas or other utility-type fossil fuels.~~

~~**Fully Shielded:** Means the fixture shall be shielded so that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.~~

~~**Individual:** Any private individual, tenant, lessee, owner or any commercial entity including, but not limited to, companies, partnerships, joint ventures or corporations.~~

~~**Installed:** An initial installation of outdoor light fixtures on or after the effective date of this chapter.~~

~~**Luminary:** A body that gives light.~~

~~**Partially Shielded:** Means the fixture shall be shielded so that the bottom edge of the shield is below the plane centerline of the light source (lamp), minimizing the emission of light above the horizontal plane.~~

~~**Outdoor Light Fixtures:** Outdoor artificial illuminating devices, outdoor fixtures, lamps and other devices, permanent or portable, used for illumination or advertisement. Such devices shall include, but are not limited to, search, spot or floodlights for:~~

- ~~1. Buildings and structures~~
- ~~2. Recreation areas~~
- ~~3. Parking lot lighting~~
- ~~4. Landscape lighting~~
- ~~5. Billboards and other signage (advertising or other)~~
- ~~6. Street lighting~~

Section 8.032 General Requirements

A. Shielding and Filtration:

1. ALL OUTDOOR LIGHT FIXTURES WITH LIGHT OUTPUT GREATER THAN 2250 INITIAL LUMENS SHALL BE FULLY SHIELDED. FIXTURES WITH LIGHT OUTPUT RANGES FROM 1125 TO 2250 INITIAL LUMENS SHALL BE AT LEAST PARTIALLY SHIELDED. ~~All outdoor light fixtures, except those exempt from this chapter, shall be fully or partially shielded as required in Section 8.03, B.~~
2. OUTDOOR ADVERTISING SIGNS CONSTRUCTED OF TRANSLUCENT MATERIALS AND WHOLLY ILLUMINATED FROM WITHIN DO NOT REQUIRE SHIELDING. ~~It is recommended that existing mercury vapor fixtures either be replaced or be equipped with a filter whose transmission is less than ten (10) percent total emergent flux at wavelengths less than forty-~~

four hundred (4400) angstroms. "Total emergent flux" is defined as that between three thousand (3000) and seven thousand (7000) angstrom units.

~~3. Low pressure sodium lamps are the preferred light source for minimizing adverse effects on astronomical observations.~~

B. Requirements for Shielding **CORRELATED COLOR TEMPERATURE (CCT):** IN ORDER TO MINIMIZE THE DETRIMENTAL EFFECTS OF BLUE LIGHT, THE CORRELATED COLOR TEMPERATURE (CCT) OF ANY OUTDOOR LIGHTING FIXTURE SHALL NOT EXCEED 3000K. ~~The requirements for shielding light emissions from outdoor light fixtures and requirements for filtration are as set forth in the following table:~~

Requirements for Shielding/Filtration

Fixture Lamp Type	Must be	Filtering
	Shielded	Recommended
Low pressure sodium	Partially	None
High pressure sodium	Fully	None
Metal halide	Fully	Yes
Fluorescent	Fully	Yes
Quartz	Fully	None
Incandescent greater than 150w	Fully	None
Compact Fluorescent Greater than 52w	Fully	None
Incandescent 75w to 150w	Partially	None
Compact Fluorescent 18w to 52w	Partially	Yes
Incandescent less than 75w	None	None
Compact Fluorescent Less than 18w	None	Yes
Fossil fuel	None	None
Glass tubes filled with neon, argon, and krypton:	None	None
Other sources	as approved by the Zoning Administrator	

~~1. This is the preferred light source to minimize undesirable light into the night sky affecting astronomical observations.~~

~~2. Metal halide lamps shall be in enclosed luminaries. See also Section 8.04, F.~~

~~3. Outdoor advertising signs of the type constructed of translucent materials and wholly illuminated from within do not require shielding.~~

~~4. Warm white and natural lamps are preferred to minimize detrimental effects.~~

~~5. For the purposes of this division, a quartz lamp shall not be considered an incandescent light source.~~

~~6. Recommended for existing fixtures. See also Section 8.04, G.~~

C. LIGHT TRESPASS: OUTDOOR LIGHTING FIXTURES SHALL BE SUFFICIENTLY SHIELDED AND AIMED SUCH THAT SPILLAGE OF LIGHT ONTO ADJACENT PROPERTIES IS

MINIMIZED AND GLARE FROM THE LIGHT EMITTING AND/OR REFLECTING PARTS OF A LUMINAIRE IS NOT VISIBLE FROM ANY ADJACENT PROPERTY.

D. LUMEN DENSITY CAPS:

1. IN COMMERCIAL, INDUSTRIAL, LODGING, AND MULTI-FAMILY ZONING DISTRICTS, UNSHIELDED LIGHTING ON A PROPERTY SHALL NOT EXCEED:
 - A. 50,000 LUMENS PER NET ACRE IN COMMERCIAL, INDUSTRIAL, AND LODGING ZONING DISTRICTS.
 - B. 20,000 LUMENS PER NET ACRE IN MULTI-FAMILY ZONING DISTRICTS.
2. TO PREVENT OVER-LIGHTING IN COMMERCIAL, INDUSTRIAL, LODGING, AND MULTI-FAMILY ZONING DISTRICTS,, THE TOTAL AMOUNT OF LIGHTING ON A PROPERTY, BOTH SHIELDED AND UNSHIELDED, SHALL NOT EXCEED:
 - A. 100,000 LUMENS PER NET ACRE IN COMMERCIAL, INDUSTRIAL, AND LODGING ZONING DISTRICTS.
 - B. 50,000 LUMENS PER NET ACRE IN MULTI-FAMILY ZONING DISTRICTS.
3. IN SINGLE-FAMILY RESIDENTIAL ZONING DISTRICTS AND FOR SINGLE-FAMILY RESIDENTIAL USES, OUTDOOR LIGHTING IS NOT SUBJECT TO A LUMEN DENSITY CAP, BUT IS SUBJECT TO SHIELDING REQUIREMENTS AS SET FORTH IN SECTION 8.02(A).

- E. HOLIDAY LIGHTING DECORATIONS:** TEMPORARY OUTDOOR HOLIDAY LIGHTING DECORATIONS ARE PERMITTED FOR A REASONABLE PERIOD BEFORE A HOLIDAY AND ARE NOT SUBJECT TO THE REQUIREMENTS IN THIS SECTION 8.02. HOLIDAY LIGHTING IN RESIDENTIAL NEIGHBORHOODS SHALL BE MINIMIZED AFTER 11:00 P.M. SUNDAY THROUGH THURSDAY AND 11:00 P.M. FRIDAY AND SATURDAY AND SHALL BE REMOVED WITHIN TWO WEEKS AFTER THE HOLIDAY.

Section 8.0403 Prohibitions

- A. **Searchlights:** The operation of searchlights ~~for advertising purposes~~ is prohibited.
- B. **Recreational Facilities:** No outdoor recreational facility, public or private, shall be illuminated ~~by noneonforming means~~ after 11:00 P.M. except to conclude a specific recreational, sporting or other activity that began prior to 10:00 P.M. RECREATIONAL FACILITY LIGHTING SHALL MAKE APPROPRIATE USE OF ADAPTIVE CONTROLS WHEN POSSIBLE.
- C. **Outdoor Building or Landscaping Illumination:** The unshielded outdoor illumination of any building, landscaping, ~~signing~~ SIGNAGE or other purpose, is prohibited except with ~~incandescent~~ LIGHT fixtures ~~drawing less than~~ OF LESS THAN ~~seventy five (75) watts~~ 1125 LUMENS. ~~or with compact fluorescent fixtures drawing no more than eighteen (18) watts.~~ The combined outdoor unshielded lighting shall not exceed ~~seventy five (75) watts with incandescent fixtures or eighteen (18) watts when~~

~~using compact fluorescent fixtures~~ 1125 LUMENS within a 25-foot radius after 11:00 p.m. All illumination shall be so arranged as not to shine upon or reflect onto adjoining properties.

- D. **Exterior Lighting:** All lighting for off-street parking or loading areas or for the external illumination of buildings or signs shall be directed away from and shielded from any adjacent residential property and shall not detract from driver visibility on adjacent streets.
- E. **Mercury Vapor:** All mercury vapor fixtures are prohibited.
- F. **Signage:** All outdoor signage, ~~with its~~ lighting, shall conform to Section 8.032 and shall be of such size and color as not to interfere with traffic or limit visibility of adjoining property. ~~Illumination~~ LIGHTING on any sign not wholly illuminated from within ~~must~~ SHALL conform to Section 8.032 and be directed towards the ground. REGULATIONS RELATING TO SIGNS WITH INTERMITTENT, SCROLLING OR FLASHING ILLUMINATION ARE IN CHAPTER 6, SECTION 6.08.CC. ~~Signs shall not have intermittent illumination or flashing lights (see Section 6.03.C.6).~~
- G. ~~**Metal Halide Lamps:** Metal halide display lighting shall not be used for security lighting after 11:00 p.m. (or after closing hours if before 11:00 p.m.) unless fully shielded.~~

Section 8.054 Permanent and Temporary Exemptions

- A. **Nonconforming Fixtures:** All outdoor light fixtures existing and fully installed prior to the effective date of this chapter are nonconforming indefinitely; provided, however, that no change in use, replacement, structural alteration, or restoration (after abandonment of outdoor light fixtures) shall be made unless it thereafter conforms to the provisions of this chapter.
- B. ~~Federal and State~~ **GOVERNMENTAL Facilities:** Those facilities and lands owned, operated or protected by the U.S. federal government, the State of Arizona, ~~or~~ Maricopa County, AND THE TOWN are exempted from all requirements of this chapter. Voluntary compliance with the intent of this chapter at those facilities is urged.
- C. **Special Exemption:** The Zoning Administrator may grant a special exemption from the requirements of Section 8.032 only upon a written finding that there are extreme geographic or geometric conditions warranting the exemption and that there are no conforming fixtures that would suffice.
- D. **Utility Exemption:** Utility companies entering into a duly approved contract with the Town of Fountain Hills in which they agree to comply with the provisions of these regulations, shall be exempt from applying for and obtaining a permit for the installation of outdoor light fixtures, ~~including residential security lighting.~~
- E. **Temporary Exemptions:**
 - 1. Request: Any individual may submit a written request (on a form approved by the Zoning Administrator) for a temporary exemption to the requirements of this chapter, such exemption to be valid for ~~thirty~~ (30) days, renewable at the discretion of the Zoning Administrator.
 - 2. The request for temporary exemption(s) shall provide:

- a. Specific exemptions(s) requested.
 - b. Type and use of outdoor light fixture for which exemption is sought.
 - c. Duration of the requested exemption.
 - d. Type of lamp(s) and calculated lumens.
 - e. Total wattage of lamp(s).
 - f. Proposed location.
 - g. Previous temporary exemptions, if any.
 - h. Physical size of outdoor light fixture and type of shielding to be provided.
3. In addition to the above data, the Zoning Administrator may request any additional information, which would assist ~~his~~IN evaluation ~~of~~ the request.
 4. THE ZONING ADMINISTRATOR SHALL MAKE A DECISION ON THE APPLICATION AND SHALL NOTIFY THE APPLICANT OF THE DECISION WITHIN 10 DAYS OF RECEIPT OF A COMPLETE APPLICATION. THE EXEMPTION SHALL BE GRANTED UPON A DETERMINATION THAT THE TYPE AND USE OF THE OUTDOOR LIGHT FIXTURE IS THE FOR THE SHORTEST PERIOD OF TIME AND THE MINIMUM LUMENS NEEDED FOR THE INTENDED PURPOSE AND SHALL NOT BE DETRIMENTAL TO PERSONS RESIDING OR BUSINESSES OPERATING WITHIN A REASONABLE DISTANCE FROM THE USE LOCATION.

F. SPECIAL EVENTS: EVENTS THAT ARE APPROVED THROUGH THE SPECIAL EVENT PERMIT, SPECIAL USE PERMIT, TEMPORARY USE PERMIT, OR ADMINISTRATIVE USE PERMIT PROCESSES MAY INCLUDE SPECIFIED EXEMPTIONS FROM THIS CHAPTER FOR THE DURATION OF THE EVENT, BUT ONLY IF THEY SATISFY THE CRITERIA SET FORTH ABOVE IN SUBSECTION (E)(4).

Section 8.065 Procedures for Compliance

A. Application:

1. Any individual applying for a building PERMIT or use permit ~~under the zoning ordinance of the Town of Fountain Hills~~ WHO intendSing to install outdoor lighting fixtures shall, as a part of said THE PERMIT application, submit evidence that the proposed ~~work~~ LIGHT FIXTURES will comply with this chapter.
2. All other individuals intending to install outdoor ~~lighting fixtures shall submit an application to the Zoning Administrator providing evidence that the proposed work will comply with this chapter.~~ Landscape lighting or decorative lighting consisting of light fixtures ~~of incandescent bulbs under twenty-five (25) watts~~ 375 LUMENS are exempt from the requirements of this ~~paragraph~~SECTION.

B. Contents of Application: The application FOR BUILDING PERMIT OR USE PERMIT shall contain, but shall not necessarily be limited to the following, all or a portion of which may be part of or in addition to the information required elsewhere in ~~the~~ THIS Zoning Ordinance ~~of the Town of Fountain Hills~~.

1. Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, etc.
2. Description of the illuminating devices, fixtures, lamps, supports, etc. ~~This description~~ SHALL INCLUDE AT LEAST THE INITIAL LUMEN OUTPUT, SHIELDING PLANNED, AND ~~may include, but is not limited to,~~ manufacturer's catalog cuts, and drawings (including Sections where required). ADDITIONAL INFORMATION MAY BE REQUIRED, AS DEEMED NECESSARY BY THE ZONING ADMINISTRATOR.
3. IF AN APPLICANT DESIRES TO USE AN OUTDOOR LIGHT FIXTURE THAT IS DIFFERENT FROM WHAT IS IN THE APPLICATION, THE APPLICANT SHALL SUBMIT THE REQUESTED CHANGE TO THE ZONING ADMINISTRATOR WITH ADEQUATE INFORMATION TO ALLOW A DETERMINATION IN COMPLIANCE WITH THIS CHAPTER.

The above required plans and descriptions shall be sufficiently complete to enable the ~~Zoning Administrator~~ REVIEWING DEPARTMENT to readily determine compliance with the requirements of this chapter. If such plans and descriptions do not readily enable this determination, the applicant shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.
~~Should the applicant desire to use different outdoor light fixtures or lamps the applicant must submit all changes to the Zoning Administrator with adequate information to allow a determination of compliance with this Chapter.~~

~~**C. Issuance of Permit:** Upon compliance with the requirements of this Chapter, the Zoning Administrator shall issue a permit for installation of the outdoor lighting fixtures, to be installed per the approved application. In the event the application is part of another application under this ordinance, the privilege applied for will be granted if the applicant is in compliance with this Chapter as well as the other requirements for the privilege applied for under this ordinance.~~

~~**D. Amendment to Permit:** Should the applicant desire to use different outdoor light fixtures or lamps after a permit has been issued, the applicant must submit all changes to the Zoning Administrator for approval, with adequate information to allow determination of compliance with this Chapter.~~

Town of Fountain Hills
Outdoor Lighting Zoning Code Amendments
 _____, 2016

The Town of Fountain Hills Zoning Ordinance, Chapter 1 Introduction is hereby amended by amending Section 1.12 Definitions, to add the following definitions:

Adaptive Lighting Controls: Devices such as motion sensors, timers and dimmers used in concert with outdoor light fixtures to vary the intensity or duration of operation of lighting.

Correlated Color Temperature (CCT): The temperature, in Kelvin, of a black body whose spectrum approximates the spectral power distribution of a given light source. Correlated color temperature is a measure of the quality of “warmness” or “coolness” of a lamp.

Fully Shielded: Providing internal and/or external shields and louvers so that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected only below a horizontal plane running through the lowest point on the fixture where light is emitted or reflected.

Glare: The sensation produced by luminance within the visual field that is sufficiently greater than the luminance to which the eyes are adapted to cause annoyance, discomfort, or loss in visual performance and visibility. The magnitude of glare depends upon such factors as the size, position, and luminance of the source and the luminance of to which the eyes are adapted.

Initial Lumens: The lumens rating of a lamp when new, not including any age-related depreciation of light output.

Installed. Set up and fixed in position for use.

Lumen: The SI (International System of Units) unit of light output. A lumen is approximately the amount of light that falls on a one–square–foot surface one foot away from a candle flame.

Luminaire: A body that gives light.

Nit: A unit of measurement of luminance, or the intensity of visible light, where one nit is equal to one candela per square meter. Nits are used to describe the brightness of display devices such as televisions, computers, and electronic message boards.

Outdoor Light Fixture: An artificial illuminating fixture, lamp, or other device, located in the open air, not within an enclosed structure, that is permanent or portable, and is used for illumination or advertisement. Such devices shall include, but are not limited to, search, spot or floodlights for:

1. Buildings and structures
2. Recreation areas
3. Parking lot lighting
4. Landscape lighting
5. Billboards and other signage (advertising or other)
6. Street lighting.

Partially shielded: As applied to outdoor lighting fixtures, means a fixture that is shielded so that the bottom edge of the shield is below the plane centerline of the light source (lamp), minimizing the emission of light above the horizontal plane.

The Town of Fountain Hills Zoning Ordinance, Chapter 6 Sign Regulations is hereby amended by amending Section 6.08 Signs Allowed or Required, to read as follows:

Section 6.08 Signs Allowed or Required

- CC. Electronic Message Center: Signs with intermittent, scrolling or flashing illumination, including electronic message center signs, are permitted in Commercial and Industrial zoning districts only; provided, however, that churches and schools may display such signs in residential districts. All electronic message center signs are subject to the following:
1. There shall be no moving or flashing green or red features that could be mistaken as traffic control devices.
 2. Intermittent Changes:
 - a. Any changes to the face or copy of the sign must have a minimum of eight (8) second interval between changes.
 - b. Between the hours of 10:00 pm – 6:00 am, except for time and temperature.:
 - i. There shall be no changes to the face or copy of the sign; and
 - ii. The background must be darker than the text.
 3. LED signs / electronic message displays are subject to all of the following:
 - a. Between the hours of 10:00 p.m. and 6:00 a.m.:
 - i. LED signs shall not exceed the maximum lumination level of 100 nits; and
 - ii. Signs located adjacent to residential zoning districts shall be turned off.
 - B. Signs shall be equipped with photo cell sensors that are factory locked to:
 - i. Adjust the sign to an appropriate light level during daylight hours; and
 - ii. Dim the sign at night to the required nit level as stated in this section.
 - C. An affidavit from the manufacturer or other evidence of compliance satisfactory to the town, attesting to the photo cell sensor equipment lock as required above shall be submitted with the sign permit application.
 - D. The electronic message center portion of the sign shall not have a white background and shall be turned off when the business is closed.
 - e. Signs shall include timers that automatically turn off the digital display.

The Town of Fountain Hills Zoning Ordinance, Chapter 8 Outdoor Lighting Control is hereby amended by deleting Section 8.02 Definitions and by renumbering and amending Sections 8.01 Administration, 8.03 General Requirements, 8.04 Prohibitions, 8.05 Permanent and Temporary Exemptions, and 8.06 Procedures for Compliance, to read as follows:

Chapter 8
OUTDOOR LIGHTING CONTROL

Sections:

- 8.01 Administration.**
- 8.02 General Requirements.**
- 8.03 Prohibitions.**
- 8.04 Permanent and Temporary Exemptions.**
- 8.05 Procedures for Compliance.**

Section 8.01 Administration

- A. Purpose:** it is the intent of this chapter to require lighting practices and systems that minimize light pollution, glare, and light trespass, and conserve energy while maintaining adequate light for nighttime safety, utility, security and productivity. Good modern lighting practices can achieve these goals and at the same time preserve the scenic view of the night sky, minimize lighting that would have a detrimental effect on astronomical observations, and prevent lighting that would be offensive to neighboring and near-by properties.
- B. Conformance with Applicable Code and Zoning Ordinance Provisions:** All outdoor artificial illuminating devices shall be installed in conformance with the provisions of this chapter, any other applicable provisions of the Zoning Ordinance or codes of the Town of Fountain Hills, which may hereafter be enacted, as applicable.
- C. Approved Material and Methods of Installation:** The provisions of this chapter are not intended to prevent the use of any material or method of installation not specifically prescribed by this chapter, provided any such alternate has been approved in writing by the Town of Fountain Hills zoning administrator upon consultation with the chief building official and finding that the proposed design, material or method:
 - 1. Provides approximate equivalence to the applicable requirements of this chapter and applicable building codes; or
 - 2. Is otherwise satisfactory and complies with the intent of this chapter.

Section 8.02 General Requirements

- A. Shielding:**
 - 1. All outdoor light fixtures with light output greater than 2250 initial lumens shall be fully shielded. Fixtures with light output ranges from 1125 to 2250 initial lumens shall be at least partially shielded.
 - 2. Outdoor advertising signs constructed of translucent materials and wholly illuminated from within do not require shielding.
- B. Correlated Color Temperature (CCT):** in order to minimize the detrimental effects of blue light, the correlated color temperature (CCT) of any outdoor lighting fixture shall not exceed 3000K.

- C. **Light Trespass:** Outdoor lighting fixtures shall be sufficiently shielded and aimed such that spillage of light onto adjacent properties is minimized and glare from the light emitting and/or reflecting parts of a luminaire is not visible from any adjacent property.
- D. **Lumen Density Caps:**
1. In commercial, industrial, lodging, and multi-family zoning districts, unshielded lighting on a property shall not exceed:
 - A. 50,000 lumens per net acre in commercial, industrial, and lodging zoning districts.
 - B. 20,000 lumens per net acre in multi-family zoning districts.
 2. To prevent over-lighting in commercial, industrial, lodging, and multi-family zoning districts,, the total amount of lighting on a property, both shielded and unshielded, shall not exceed:
 - A. 100,000 lumens per net acre in commercial, industrial, and lodging zoning districts.
 - B. 50,000 lumens per net acre in multi-family zoning districts.
 3. In single-family residential zoning districts and for single-family residential uses, outdoor lighting is not subject to a lumen density cap, but is subject to shielding requirements as set forth in section 8.02(A).
- E. **Holiday Lighting Decorations:** Temporary outdoor holiday lighting decorations are permitted for a reasonable period before a holiday and are not subject to the requirements in this section 8.03. Holiday lighting in residential neighborhoods shall be minimized after 11:00 p.m. Sunday through Thursday and 11:00 p.m. Friday and Saturday and shall be removed within two weeks after the holiday.

Section 8.03 Prohibitions

- A. **Searchlights:** The operation of searchlights is prohibited.
- B. **Recreational Facilities:** No outdoor recreational facility, public or private, shall be illuminated after 11:00 P.M. except to conclude a specific recreational, sporting or other activity that began prior to 10:00 p.m. Recreational facility lighting shall make appropriate use of adaptive controls when possible.
- C. **Outdoor Building or Landscaping Illumination:** The unshielded outdoor illumination of any building, landscaping, signage or other purpose, is prohibited except with light fixtures of less than 1125 lumens. The combined outdoor unshielded lighting shall not exceed 1125 lumens within a 25-foot radius after 11:00 p.m. All illumination shall be so arranged as not to shine upon or reflect onto adjoining properties.
- D. **Exterior Lighting:** All lighting for off-street parking or loading areas or for the external illumination of buildings or signs shall be directed away from and shielded from any adjacent residential property and shall not detract from driver visibility on adjacent streets.
- E. **Mercury Vapor:** All mercury vapor fixtures are prohibited.
- F. **Signage:** All outdoor signage lighting, shall conform to Section 8.02 and shall be of such size and color as not to interfere with traffic or limit visibility of adjoining property. lighting on any sign not wholly illuminated from within shall conform to Section 8.02 and be directed towards the ground. Regulations relating to signs with intermittent, scrolling or flashing illumination are in chapter 6, section 6.08.CC.

Section 8.04 Permanent and Temporary Exemptions

- A. Nonconforming Fixtures:** All outdoor light fixtures existing and fully installed prior to the effective date of this chapter are nonconforming indefinitely; provided, however, that no change in use, replacement, structural alteration, or restoration (after abandonment of outdoor light fixtures) shall be made unless it thereafter conforms to the provisions of this chapter.
- B. Governmental Facilities:** Those facilities and lands owned, operated or protected by the U.S. federal government, the State of Arizona, Maricopa County, and the Town are exempted from all requirements of this chapter. Voluntary compliance with the intent of this chapter at those facilities is urged.
- C. Special Exemption:** The Zoning Administrator may grant a special exemption from the requirements of Section 8.02 only upon a written finding that there are extreme geographic or geometric conditions warranting the exemption and that there are no conforming fixtures that would suffice.
- D. Utility Exemption:** Utility companies entering into a duly approved contract with the Town of Fountain Hills in which they agree to comply with the provisions of these regulations, shall be exempt from applying for and obtaining a permit for the installation of outdoor light fixtures.
- E. Temporary Exemptions:**
1. Request: Any individual may submit a written request (on a form approved by the Zoning Administrator) for a temporary exemption to the requirements of this chapter, such exemption to be valid for 30 days, renewable at the discretion of the Zoning Administrator.
 2. The request for temporary exemption(s) shall provide:
 - a. Specific exemptions(s) requested.
 - b. Type and use of outdoor light fixture for which exemption is sought.
 - c. Duration of the requested exemption.
 - d. Type of lamp(s) and calculated lumens.
 - e. Total wattage of lamp(s).
 - f. Proposed location.
 - g. Previous temporary exemptions, if any.
 - h. Physical size of outdoor light fixture and type of shielding to be provided.
 3. In addition to the above data, the Zoning Administrator may request any additional information, which would assist in evaluating the request.
 4. The zoning administrator shall make a decision on the application and shall notify the applicant of the decision within 10 days of receipt of a complete application. The exemption shall be granted upon a determination that the type and use of the outdoor light fixture is the for the shortest period of time and the minimum lumens needed for the intended purpose and shall not be detrimental to persons residing or businesses operating within a reasonable distance from the use location.
- F. Special Events:** Events that are approved through the special event permit, special use permit, temporary use permit, or administrative use permit processes may include specified exemptions from this chapter for the duration of the event, but only if they satisfy the criteria set forth above in subsection (E)(4).

Section 8.05 Procedures for Compliance**A. Application:**

1. Any individual applying for a building permit or use permit who intends to install outdoor light fixtures shall, as a part of the permit application, submit evidence that the proposed light fixtures will comply with this chapter.
2. All other individuals intending to install outdoor landscape lighting or decorative lighting consisting of light fixtures under 375 lumens are exempt from the requirements of this section.

B. Contents of Application: The application for building permit or use permit shall contain, but shall not necessarily be limited to the following, all or a portion of which may be part of or in addition to the information required elsewhere in this Zoning Ordinance.

1. Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, etc.
2. Description of the illuminating devices, fixtures, lamps, supports, etc. shall include at least the initial lumen output, shielding planned, and manufacturer's catalog cuts, and drawings (including Sections where required). Additional information may be required, as deemed necessary by the zoning administrator.
3. If an applicant desires to use an outdoor light fixture that is different from what is in the application, the applicant shall submit the requested change to the zoning administrator with adequate information to allow a determination in compliance with this chapter.

The above required plans and descriptions shall be sufficiently complete to enable the reviewing department to readily determine compliance with the requirements of this chapter. If such plans and descriptions do not readily enable this determination, the applicant shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.

Updating the Current Lighting and Sign Ordinances

Information Packet



COMMITTEE MEMBERS

Nancy Bill, Chair
Ted Blank
Joe Bill

Craig Gimbel
Paul McElligott
Jackie Miles

Jerry Miles
Jay Schlum
Bob Wilson

OUTLINE

Part 1 **Why do the Lighting and Sign Ordinances Need to be Updated**

Part 2 **What are the Key Updates**

Part 3 **Explanation of Correlated Color Temperature**

Part 4 **Questions and Answers**

Part 5 **Summary**

PART 1

Why do the Lighting and Sign Ordinances Need to be Updated

Maintain Original Intent

The proposed ordinances seek to maintain the general intent of the current lighting ordinance. That general intent is specified in the following introduction in the current lighting ordinance:

"This chapter is intended to restrict the permitted use of outdoor artificial illuminating devices emitting undesirable rays into the night sky which have a detrimental effect on astronomical observations, or which would otherwise be offensive to neighboring and nearby properties."

Address New Technologies

New lighting options, particularly LEDs, produce more light at lower wattage and lower cost than ever before. Using watts to define brightness, as is done in the current lighting ordinance, is no longer relevant. Rather, definitions using **Initial Lumens** must be adopted.

Furthermore, LEDs can produce a bright white glare that is not only annoying to neighbors, but can also be a hazard to nighttime driving. People who have seen oncoming cars with bright white xenon headlights understand the kind of glare that bright white LEDs produce. A new technical term, **Correlated Color Temperature (CCT)**, is needed to adequately control the type of light emitted by LEDs.

A second emerging technology is electronic message boards. Each year, they are becoming more affordable and the current ordinances have no guidelines for brightness and inadequate guidelines relating to usage. Here again, a new technical term, **Nits**, is needed so that maximum brightness of a flat panel display can be specified.

Note: The definitions of **Initial Lumens**, **Correlated Color Temperature (CCT)** and **Nits** are given on the first page of the Outdoor Lighting Zoning Code Amendments.

Close Loopholes

While the current lighting ordinance has guidelines related to shielding and light output per fixture, there is no guideline for how many fixtures can be installed on a given property (thus no limit on the total light output in a given area). For that reason, a lumen density cap per acre is needed for commercial and multi-family residential areas.

PART 2

What Are the Key Updates

BRIGHTNESS DEFINED BY LUMENS, NOT WATTS

The proposed lighting ordinance uses lumens rather than watts to define the light brightness limits. Lumens defines the brightness of light emitted while watts designate the amount of power used. Using lumens to define brightness is essential as new lighting technologies emerge. The lumens allowed are consistent with the lumens allowed under current policy.

MAXIMUM CORRELATED COLOR TEMPERATURE (CCT) OF 3000K (KELVIN) IS SPECIFIED

The current lighting ordinance already suggests this guideline in General Requirements (8.03 B 4) with the statement: "Warm white and natural lamps are preferred to minimize detrimental effects." The intent is to minimize lighting that emits light focused on the blue end of the color spectrum. Cool white unfiltered LED lights are the worst offenders for obscuring vision of the night sky because of how blue light scatters in the atmosphere. Examples of appropriate lighting with a CCT below 3000K are incandescent lights, warm white fluorescents, warm white filtered LEDs, amber LEDs, and high and low pressure sodium lights. See the next section for further explanation of Correlated Color Temperature (CCT).

LIGHT DENSITY

The current lighting ordinance limits the brightness of individual fixtures, but does not limit the total light output in a given area. This loophole is closed by specifying maximum lumens per acre in commercial and multi-family residential areas. No guideline is proposed for single family residential.

ELECTRONIC MESSAGE BOARDS

A maximum brightness of 100 nits (a measure of brightness per unit area emitted from a flat screen) during nighttime hours is specified. This brightness level is a common standard used by communities around the country that have adopted brightness limits. This is supported by the following abstract from a study conducted by ASU:

"Careful and sensible control of the nighttime brightness of digital LED signage is critical. Unlike previous technologies, these signs are designed to produce brightness levels that are visible during the daytime; should too large a fraction of this brightness be used at night serious consequences for driver visibility and safety are possible. A review of the lighting professional literature indicates that drivers should be subjected to brightness levels of no greater than 10 to 40 times the brightness level to which their eyes are adapted for the critical driving task. As roadway lighting and automobile headlights provide lighting levels of about one nit, this implies signage should appear no brighter than about 40 nits. Standard industry practice with previous technologies for floodlit billboards averages less than 60 nits, and rarely exceeds 100 nits. It is recommended that the new technologies should not exceed 100 nits."

Important elements of current lighting ordinance that are NOT changed:

Since our current lighting ordinance already promotes dark skies, far fewer changes are needed compared to other communities that have gone through this process. Therefore:

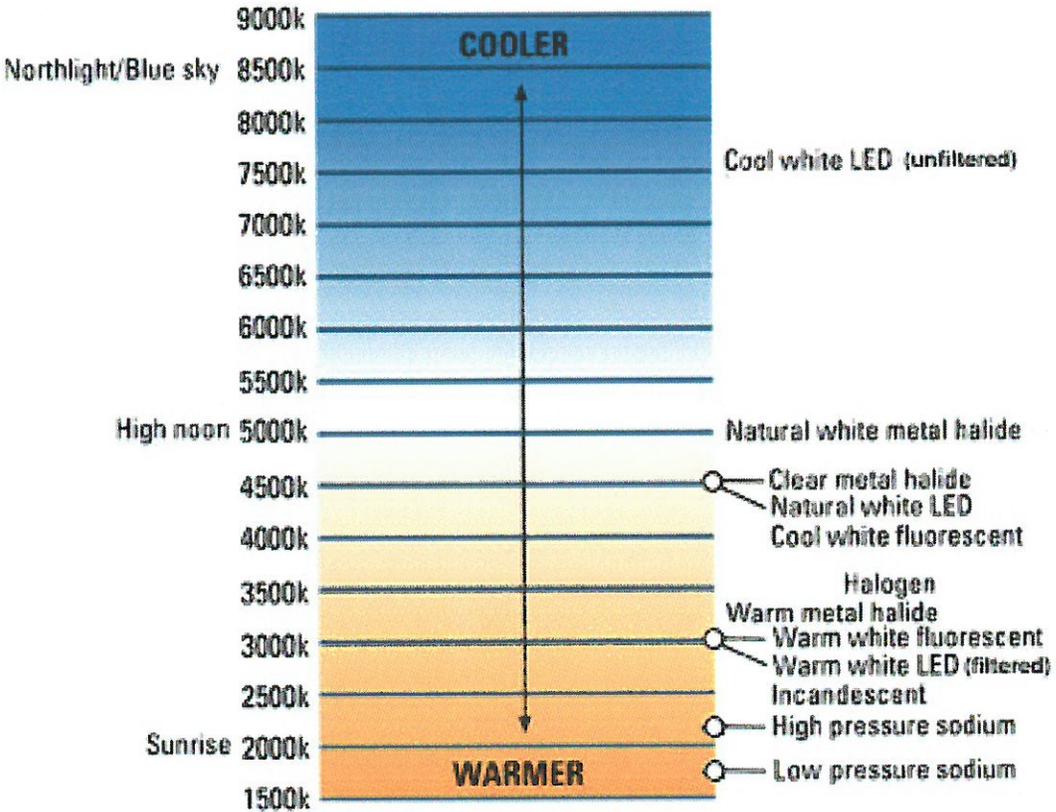
1. No changes regarding the brightness of individual lights.
2. No change to the shielding requirements for light fixtures.
3. No changes required for existing fixtures that do not conform to the proposed ordinance. (Section 8.05.A – Nonconforming Fixtures – has not changed.) – (grandfather clause)

PART 3 Explanation of Correlated Color Temperature

CORRELATED COLOR TEMPERATURE (CCT)

To address the available new lighting technologies in the proposed lighting ordinance, an upper limit to the color temperature of the lighting source is specified as 3000K (Kelvin) in Section 8.02 B of the proposed ordinance. Basically, this specifies that light sources should emit light primarily from the warmer end of the color spectrum. From the chart below, you can see that for example, any incandescent light meets the guideline, as does warm white fluorescent and warm white (filtered) LED. However, cool white fluorescent and particularly cool white (unfiltered) LED, do not.

The primary reason for limiting the Correlated Color Temperature (CCT) of bulbs is that light that is mostly blue or bright white is the primary cause of light pollution and glare because those wavelengths generate much more light scattering in the atmosphere as illustrated on the next page. Also, the American Medical Association (AMA) has just published a policy statement that all municipalities should use 3000K or lower CCT for municipal lighting for health reasons.



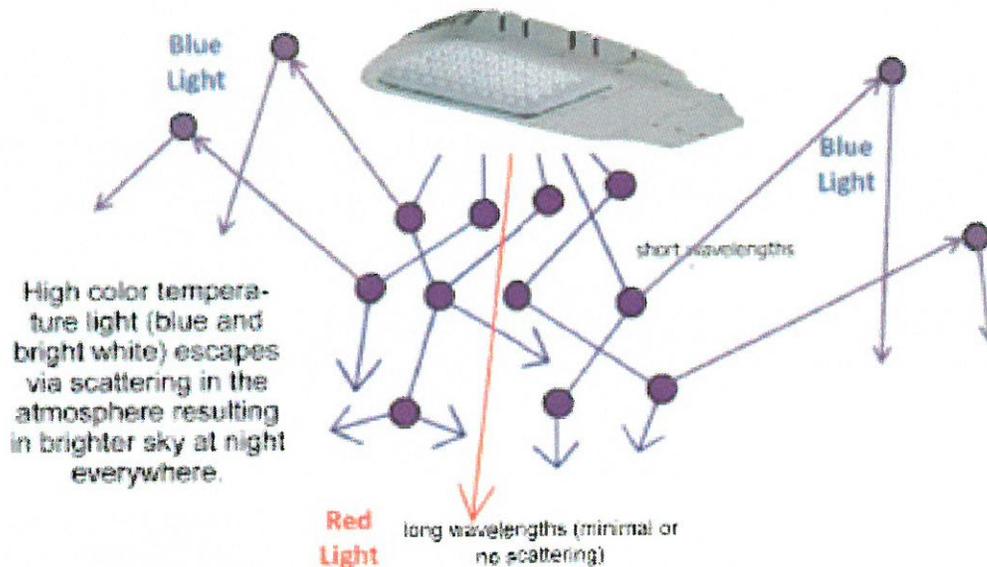


THE PROBLEM



Light scattering caused by blue and bright white lights

Even fully shielded fixtures that emit blue or bright white light cannot stop "Rayleigh Scattering," which uncontrollably brightens the night sky.



THE SOLUTION



Light sources emitting at color temperatures below 3000K, which means no blue or bright white lights.

PART 4

Questions and Answers

1. Is it necessary for the Town to update the current ordinances now?

Most certainly, yes. The emerging technologies are rapidly being adopted. The only way to protect the intent of our current ordinances is to adopt updates that address the changes in lighting technology that would otherwise significantly increase glare and light trespass and are known to be detrimental to dark skies.

2. Will there be a possible negative effect on town development – businesses are already asking for more lighting along the Avenue of the Fountains to make it more of a “vibrant” Town Center?

No. With the right kind of lighting, the Town Center can have a “vibrant” look without polluting the night sky. To witness how this can be done, one only has to visit Flagstaff or Sedona, both of which have already been designated as Dark Sky Communities.

3. Are there potential economic benefits to preserving our night sky?

Yes. The recently formed Fountain Hills Astronomy Club already has over 400 members and has begun to offer talks, viewing nights, and other programs related to astronomy. This, along with Fountain Hills Library’s telescope loaner program, has attracted people from beyond Fountain Hills and will only increase as the program matures. The goal of the Astronomy Club is to develop an observatory and develop astro-tourism as an additional reason for people to visit Fountain Hills.

Second, people who prefer dark skies might choose to live in Fountain Hills rather than an overlit community.

Third, there are potential unforeseen economic opportunities. Flagstaff, the world’s first officially-designated Dark Sky Community now has the Dark Sky Brewing Company.

Fourth, Fountain Hills restaurants might develop unique promotional ideas. The following is an excerpt from a June 30, 2016 article in USA Today:

“Guided starlight excursions are an enchanting way to marvel at the Milky Way and galaxies beyond, and evening al fresco meals are often made more magical when accompanied by the glistening night sky. Featuring premier stargazing experiences, restaurants in prime constellation-viewing locations now offer celestial-inspired dinners, accompanied by on-site astronomers, high-powered telescopes — and even glow-in-the-dark desserts. From places like Tanque Verde Ranch in Tucson and Scottsdale’s Four Seasons Resort at Troon North, resorts are pairing stellar dining experiences with packages that look to the sky for stellar guest experiences.”

4. Will the proposed lighting ordinance prevent adequate lighting?

In no way is the Dark Sky Committee advocating no or inadequate lighting. Rather, it is smarter lighting that's being advocated, i.e., lighting in the amber color range (CCT of 3000K or below) and the right density per acre of lighting. Also, it should be emphasized that the new ordinance proposes no changes in the brightness of individual bulbs and shielding requirements. In addition, the Town can override the ordinance any time it is deemed necessary for safety and other reasons.

5. Will the new lighting ordinance affect the lighting of the fountain or restrict holiday lighting for the Town or individuals?

No. Lighting controlled by timers or used for special events, such as the lighting of the fountain, ball fields, etc. is not affected by the new ordinance. Also, the new ordinance contains a clause exempting holiday lighting.

6. Is there a growing trend to restrict the use of high color temperature (bright white) lighting?

Yes. There is a national movement to either limit or eliminate high CCT lighting. Due to harmful effects to human health, the American Medical Association (AMA) adopted in June 2016 a groundbreaking report that affirms known and suspected impacts to human health and the environment caused by LEDs that emit excessive amounts of blue light. Below is a synopsis of the report:

“The AMA report presents significant implications for the ongoing, worldwide transition to LEDs as the outdoor lighting technology of choice. The report details findings from an increasing body of scientific evidence that implicates exposure to blue-rich white light at night to increased risks for cancer, diabetes and cardiovascular disease.

“Not only is blue-rich white LED street lighting five times more disruptive to our sleep cycle than conventional street lighting, according to the report, but recent large surveys have documented that brighter residential nighttime lighting is associated with reduced sleep, impaired daytime functioning and a greater incidence of obesity.

“As a result of a potential risk to public health from excess blue light exposure, the AMA report encourages attention to optimal design and engineering features when converting from existing lighting technologies to LED. These include requiring properly shielded outdoor lighting, considering adaptive controls that can dim or extinguish light at night, and limiting the correlated color temperature (CCT) of outdoor lighting to 3000 Kelvin (K) or lower.”

PART 5 Summary

Fountain Hills stands apart from other communities for a number of reasons; its signature fountain, its geography and scenery, its small-town feel in the corner of a major metropolitan area, its adjacency to parks, preserves, and national forest, and its dark skies.

Unfortunately, our dark sky asset is in danger. The current lighting and sign ordinances do not address emerging lighting technologies and have loopholes that can easily be exploited to the detriment of everyone. Bright white LED lights and no limits on lumen density per acre are just two examples that can create annoying glare, overlit areas, and a graying of our dark sky. Furthermore, the graying of our dark sky will not only adversely impact our opportunity to grow an astro-tourism industry but also our library's telescope loaner program (one of a few such programs in the U.S) which is enjoyed by many of our town's families.

For this reason, the Fountain Hills Dark Sky Committee was formed. The two goals established are:

1. Obtain Town Council support for updating the current lighting and sign ordinances
2. Have Fountain Hills become designated as a Dark Sky Community

Goal 2 can only be considered if Goal 1 is achieved; hence updating the ordinances is the initial focus. If that effort is successful, the committee will then, and only then, seek approval from the Town Council to pursue Dark Sky Community designation by the International Dark Sky Association to give Fountain Hills this prestigious certification.

Therefore, we, the Fountain Hills Dark Sky Committee, respectfully request your support and recommendation that the lighting and sign ordinances be updated.



Dark Sky Committee

- Nancy Bill, Chair
- Ted Blank
- Joe Bill
- Craig Gimbel
- Paul McElligott
- Jackie Miles
- Jerry Miles
- Jay Schlum
- Bob Wilson

Current Sign & Lighting Ordinances Have Protected Our Dark Skies

- Already in place are:
 - Shielding requirements
 - Brightness limitations
 - Height restrictions
 - Light trespass limitations
 - Hours of operation limitations

What Needs to Be Addressed

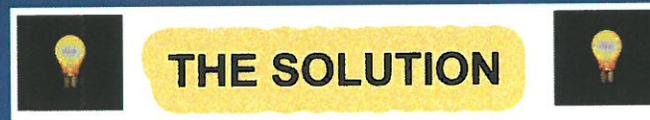
- Electronic Message Displays
- Light Density
- LED Lighting
- High Correlated Color Temperature

Correlated Color Temperature - CCT



Greater than 3000K

Think about the xenon headlights of some cars



3000K or less

Proposed Updates

- Maximum CCT of outdoor lights is 3000K
 - As recommended by American Medical Association
- Brightness is defined by lumens, not watts
 - Actual brightness level guidelines are not changed

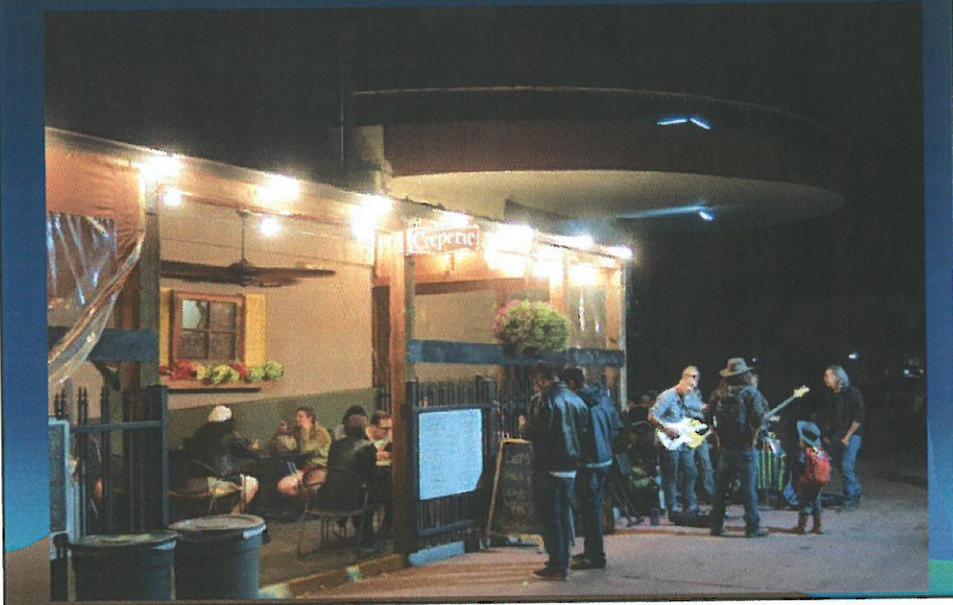
Proposed Updates

- Maximum light density for commercial and multi-family residential is defined
 - As recommended by International Dark Sky Association
- Maximum brightness is 100 nits for electronic message display signs
 - As recommended by ASU study

The updates will not adversely impact the development of our downtown

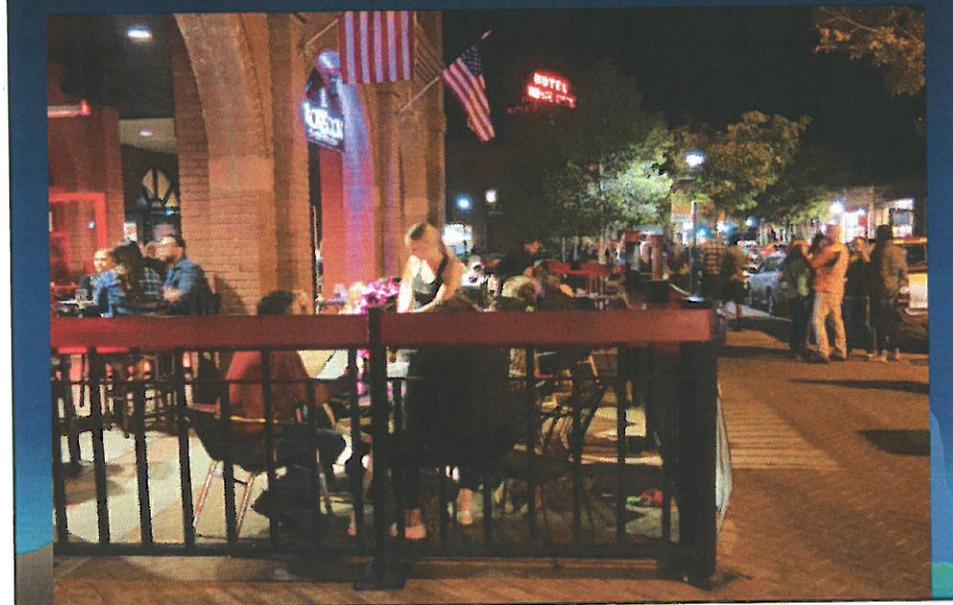
FLAGSTAFF NIGHT SCENE

Sufficient lighting for street performers and for people to mill about



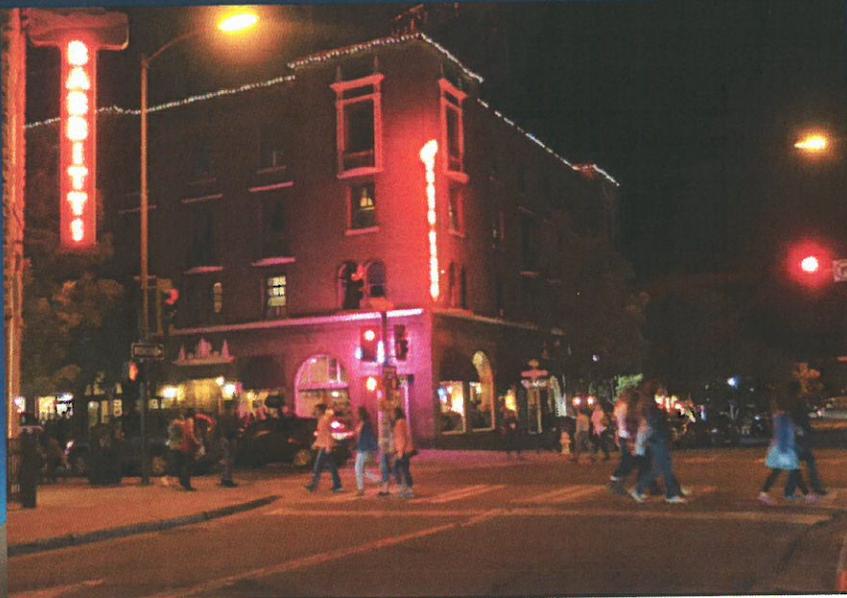
FLAGSTAFF NIGHT SCENE

Adequate and vibrant lighting for outdoor dining



FLAGSTAFF NIGHT SCENE

Lighting edging the top of a building to create an effect



FLAGSTAFF NIGHT SCENE

Scene showing strings of lights and lighting in trees



FLAGSTAFF NIGHT SCENE

Great idea: DARK SKY BREWING



KEY REASONS TO SUPPORT PROPOSED UPDATED ORDINANCES

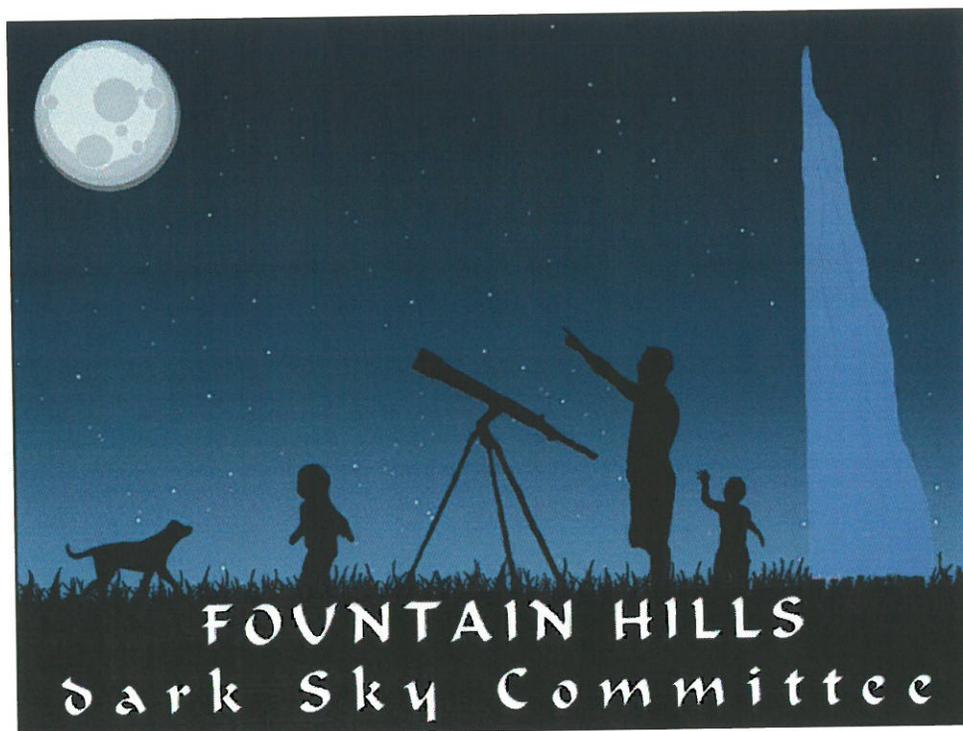
THE UPDATES:

- Will not adversely impact downtown development
- Will result in effective and smart lighting and will minimize light trespass
- Will maintain intent of current ordinances

KEY REASONS TO SUPPORT PROPOSED UPDATED ORDINANCES

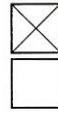
THE UPDATES:

- Will address new technologies
- Will protect against proliferation of “glare bombs”
- Will preserve our night sky





TOWN OF FOUNTAIN HILLS



**Planning and Zoning
Board of Adjustment**

AGENDA ACTION FORM

Meeting Date: July 28, 2016

Agenda Type: Regular

Meeting Type: Regular

Submitting Department: Development Services

Staff Contact Information: Bob Rodgers, Senior Planner, 480-816-5138, roddgers@fh.az.gov

REQUEST TO COMMISSION (Agenda Language):

DISCUSSION with possible direction to staff regarding the initiation of proposed TEXT AMENDMENTS to the Fountain Hills Zoning Ordinance, Sections 5.19.A and 18.06.B, and to the Fountain Hills Town Code Section 11-1-7. If adopted, the amendments would revise the NOISE REGULATIONS so as to bring them into conformance with current technology and to make them easier to enforce.

Discussion may also include direction to staff regarding proposed amendments to the Fountain Hills Zoning Ordinance and Zoning Map for a DOWNTOWN ENTERTAINMENT OVERLAY district which overlays portions of the C-2, C-3 and TCCD Commercial Zoning Districts in the downtown area.

Applicant: The Town of Fountain Hills

Applicant Contact Information: Planning & Zoning Division

Property Location: Town-Wide

Related Ordinance, Policy or Guiding Principle:

Fountain Hills Zoning Ordinance Chapter 5 Section 5.19.A – Noise
Fountain Hills Zoning Ordinance Chapter 18 – Town Center Commercial Zoning District
Fountain Hills Town Code Chapter 11, Section 11-1-7 - Noise
Fountain Hills Zoning Map

Staff Summary (background):

The characteristics of sound and the regulation of noise is a complex subject.

In an effort to improve understanding of this matter, a Noise Subcommittee was formed by the Planning & Zoning Commission on June 10, 2010 in response to the highly publicized noise complaints generated from residents around Fountain Lake who were disturbed by the nighttime music being played by businesses in Plaza Fountainside.

The subcommittee was charged with conducting an in-depth review of the noise regulations in town (specifically downtown), reviewing noise regulations from other jurisdictions, conducting independent research as necessary, and providing specific recommendations in the form of potential ordinance amendments back to the Planning & Zoning Commission.

Staff provided the subcommittee with copies of the town's regulations as well as selected other municipal, and model ordinances. Staff also advertised for knowledgeable volunteers and two well-qualified community residents stepped forward to offer their assistance and insight.

This committee forwarded a report containing recommendations for noise ordinance revisions in essentially the form that is attached to this report. The Planning & Zoning Commission accepted the report and initiated the ordinance amendments. However, due to other circumstances, the ordinance amendments were never adopted.

On February 11, 2016 the Planning & Zoning Commission established a sub-committee in order to study the possibilities of providing consistent noise regulations in the downtown area. It was noted that the downtown area contained at least three commercial zoning districts and there were at least two different criteria for outdoor entertainment (noise). The subcommittee returned their report on April 14, 2016. This report recommended some ordinance revisions as well as the creation of a Downtown Entertainment Overlay District that would allow for outdoor entertainment activities in the downtown area under uniform noise regulations regardless of the zoning district. The Planning & Zoning Commission accepted the committee report and directed staff to initiate the ordinance and map revisions.

Both the Noise ordinance revision, and the Downtown Entertainment Overlay District revision were forwarded to the Town Attorney's office for review and to be put into proper form for adoption. During review it was noted that there were some conflicts between the two that could not be easily made compatible.

The Noise Ordinance has now been put into proper form for adoption and staff suggests that the Planning & Zoning Commission consider adopting this ordinance as proposed.

The Downtown Overlay District would create an exemption carve-out in the Noise Ordinance such that the Town Attorney believes that additional discussion is warranted prior to moving it forward.

The Town Attorney will be present and both amendments will be discussed at this July 28, 2016 meeting. Once discussion is complete, staff will ask for direction from the Commission.

Fiscal Impact (initial and ongoing costs; budget status): NA

Staff Recommendation(s):

Staff recommends that the Planning & Zoning Commission consider both the noise amendment and the downtown overlay amendment as outlined by the Town Attorney, and provide direction to staff regarding adoption & implementation.

SUGGESTED MOTION:

Move to direct staff to initiate the Town Code and Zoning amendments regarding Noise.

Move to direct staff to initiate the Town Code and Zoning Map amendments regarding Outdoor Entertainment.

Attachment(s):

- Downtown Entertainment Committee Report
- Draft Noise Regulations
- Draft Ordinance #16-08 (2 pgs)
- Draft Ordinance #16-10 (2 pgs)
- Draft Resolution #2016-17 (1 pg)

Submitted by:

Robert Rodgers  July 18, 2016
Interim Development Services Director Date



TOWN OF FOUNTAIN HILLS

Planning and Zoning
 Board of Adjustment

AGENDA ACTION FORM

Meeting Date: April 14, 2016

Agenda Type: Regular

Meeting Type: Regular
Development Services

Submitting Department:

Staff Contact Information: Bob Rodgers, Senior Planner, 480-816-5138, brodgers@fh.az.gov

REQUEST TO PLANNING & ZONING COMMISSION:

CONSIDERATION of a REPORT by a Volunteer Study Group regarding Downtown Outdoor Entertainment ordinances and regulations, with possible direction to staff.

Applicant: NA

Applicant Contact Information: NA

Property Location: Downtown Fountain Hills

COPY

Related Ordinance, Policy or Guiding Principle:

Fountain Hills General Plan - Downtown Area Specific Plan
Zoning Ordinance Section 2.01 – Amendments or Zone Changes
Zoning Ordinance Chapter 12 – Commercial Zoning Districts
Zoning Ordinance Chapter 18 – Town Center Commercial Zoning District

Staff Summary (background):

The volunteer study group that has been reviewing the downtown zoning regulations in relation to the possibility of allowing for more outdoor entertainment and similar activities has completed their research and will be presenting their recommendations to the Planning & Zoning Commission.

Risk Analysis (options or alternatives with implications): NA

Fiscal Impact (initial and ongoing costs; budget status): NA

Staff Recommendation(s): NA

SUGGESTED MOTION:

Move to accept the study group's report and recommendations, and to direct staff to initiate amendments to the zoning ordinance and zoning map in order to provide for expanded outdoor entertainment opportunities as recommended in the report.

Attachment(s):

- Study Group Report
- Partial Zoning Map
- Downtown Area Specific Plan
- Noise Ordinance
- Chamber of Commerce Letter

Submitted by:

Robert Rodgers 4/7/2016
Senior Planner & Zoning Administrator Date

COPY

Approved by:

Paul Mood, Development Services Director 4/7/2016
Date

Outdoor Entertainment Discussion

Background:

Currently in Fountain Hills the only Businesses that are zoned for and permitted to have Outdoor Audible Entertainment are located in a very small section of the down town area called the TCCD, Town Center Commercial District. (Map attached)

Chapter 18

TOWN CENTER COMMERCIAL ZONING DISTRICT

Section 18.03 Permitted Uses

23. Outdoor seating areas for restaurants, delicatessens, cafes or bars with or without alcoholic beverage service, subject to the regulations of this Chapter 18 and provided that any outdoor patio with alcoholic beverage service must be enclosed as required by Arizona Revised Statutes § 4-207.01, as amended, except for the time during which a current and applicable barrier exemption, as granted by the Arizona Department of Liquor Licenses and Control, is in place for the outdoor patio.

The Town adopted the Downtown Area Specific Plan (AKA the Swaback Plan) in December of 2009 with the aim of developing flexible and pro-active framework in which the Town can create opportunities for events and recommend ordinance amendments. The Plan outlines a number of scenarios and creates a "Downtown Vision". The Vision provides for an invigorated business climate. Throughout the Plan the goal seems to be a downtown MUST VISIT magnet for visitors – a vibrant, attractive town center. (6 pages of Plan are provided; full Plan is available)

The Goals of the **Avenue District** and the **Business District**, the core of the downtown:

- Comfortable atmosphere for strolling, sight-seeing and shopping
- Restaurants that attracts the attention of visitors and guests
- Outdoor sidewalk cafes and dining are highly encouraged
- Promote entrepreneurship through a variety of commerce
- Traditional retail and services
- Must Visit – Magnet for visitors

Chapter 12 COMMERCIAL ZONING DISTRICTS

Section 12.02 Permitted Uses

C. Additional Uses Permitted in C-2 and C-3 Zoning Districts are as follows:

18. Restaurants and cafes, including outdoor patios with or without cocktail lounges, provided that there is no entertainment or music audible off-site and provided that any outdoor patio with alcoholic beverage service must be enclosed as required by Arizona Revised Statutes § 4-207.01, as amended, except for the time during which a current and applicable barrier exemption, as granted by the Arizona Department of Liquor Licenses and Control, is in place for the outdoor patio.

Options:

To create an overlay to allow more businesses in Fountain Hills to have Outdoor Audible Entertainment in the downtown area. Currently the commercial businesses located in these areas are not allowed to have any outdoor audible entertainment. Mirror the TCCD's guidelines that allow the businesses to have Outdoor Audible Entertainment.

Be respectful of surrounding residential areas.

The change would enhance some properties zoned C-2 and C-3.

An overlay vs. a change to zoning.

(Note: Sofrita's Restaurant has a received a Permanent Encroachment Permit for outdoor tables and entertainment.)

Recommendations:

Create an overlay for Plat 208, plus vacant lot, corner commercial lot between Post Office and Sheridan Plaza, to allow Outdoor Audible Entertainment as identified in the TCCD area. No boundaries border residential areas

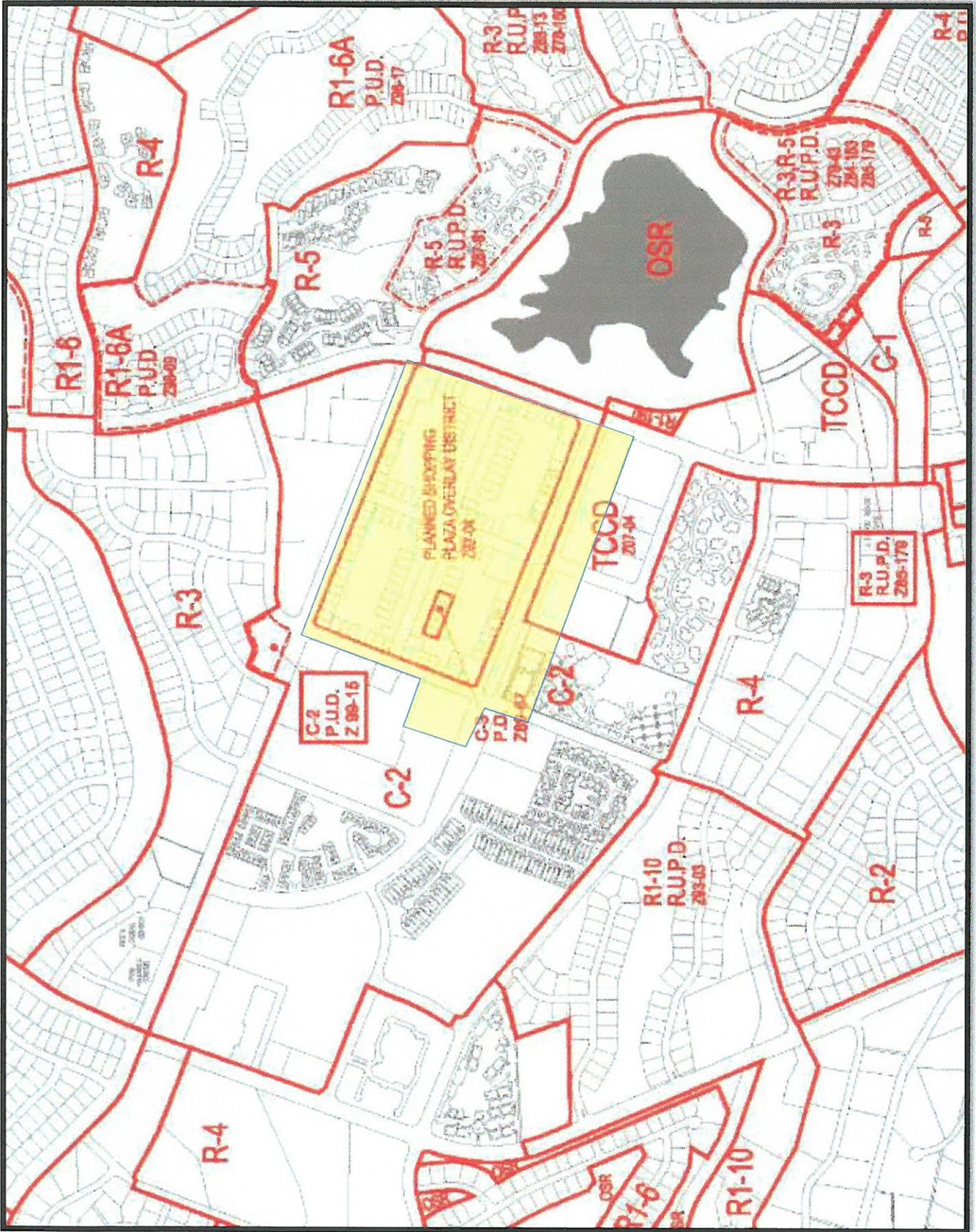
Attachments:

Map identifying zoning in Downtown area, specifically TCCD, C-2 and C-3 zones

Downtown Area Specific Plan

Letter of support from Chamber President

Noise ordinance

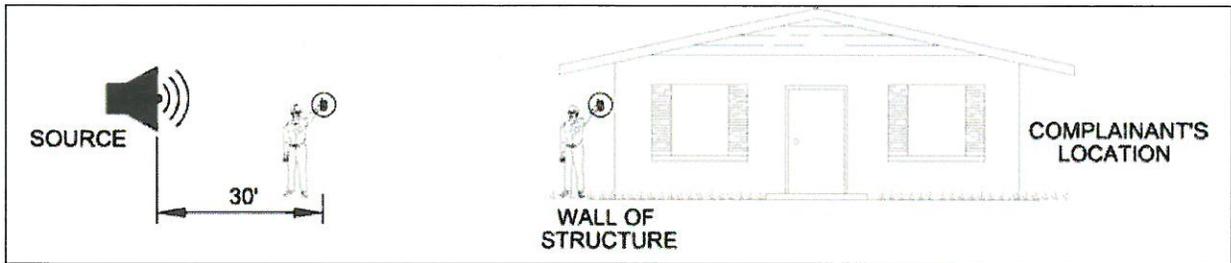


TOWN OF FOUNTAIN HILLS
NOISE REGULATIONS

Section 11-1-7 Noise.

- A. Purpose. The purpose of this Section is to promote the health and general welfare of the citizens and businesses of the Town by balancing the need to protect the community against unreasonable noise with the legitimate goal of promoting and encouraging commercial and business growth in the community.
- B. Definitions. The following words, terms and phrases, when used in this Section, have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:
1. "A' band level" means the total sound level of all noise as measured with a sound level meter using an A-weighting network. The unit is the dB(A).
 2. "Complainant" means a person who files a noise complaint.
 3. "Decibel" means a sound pressure that is 20 times the logarithm to the base 10 of the ratio of the pressure of sound to the reference pressure, 2×10^{-5} newton/meter².
 4. "Emergency work" means any (a) work performed to prevent or alleviate physical trauma or property damage threatened or caused by an emergency that has or may result in a disruption of service and that is necessary to restore property to a safe condition following a public calamity, (b) work required to protect the health, safety or welfare of persons or property or (c) work by private or public utilities when restoring utility service.
 5. "Noise violation" means any noise created that exceeds the maximum limits as specified in this Section.
 6. "Sound level (noise level)" means the sound measured with the A-weighting and slow response by a sound level meter.
 7. "Sound level meter" means an instrument including a microphone, an amplifier, an output meter and frequency weighting networks for the measurement of sound levels that satisfies the pertinent requirements for Type 1 sound level meters as set forth in the most recent version of American Standard Specifications for Sound Level Meters ANSI S1.4-1983.
 8. "Sound Source" means the cause and location of the noise.
- C. Measurement Standard. Sound level shall be measured with a sound level meter operated in accordance with the manufacturer's guidelines and instructions.

Table 1 Measurement Standards:



D. Noise Violations Prohibited. It shall be a violation of this Section to emit or allow to be emitted noise in excess of the permissible noise levels set forth in Table 2 below.

Table 2 Permissible Noise Levels:

Monday – Thursday, May 15th to September 15th		
Measurement Location	Time	Decibel dB(A)
Wall of structure proximate to complainant's location	5:30 am to 11:00 pm	55
Approximately 30 feet from the sound source		85
Wall of structure proximate to complainant's location	11:00 pm to 5:30 am	45
Approximately 30 feet from the sound source		75
Monday – Thursday, September 16th to May 14th		
Measurement Location	Time	Decibel dB (A)
Wall of structure proximate to complainant's location	6:00 am to 11:00 pm	55
Approximately 30 feet from the sound source		85
Wall of structure proximate to complainant's location	11:00 pm to 6:00 am	45
Approximately 30 feet from the sound source		75

Friday – Sunday, year long		
Measurement Location	Time	Decibel dB(A)
Wall of structure proximate to complainant’s location	7:00 am to 11:00 pm	55
Approximately 30 feet from the sound source		85
Wall of structure proximate to complainant’s location	11:00 pm to 7:00 am	45
Approximately 30 feet from the sound source		75

- E. **Complaint Processing.** After receiving a noise complaint from a complainant, an individual authorized under Subsection G of this Section shall measure the noise level with such measurements being made both at the wall of the complainant’s location and approximately 30 feet from the sound source, as illustrated in Table 1 above. The authorized individual shall determine a noise violation has occurred when the decibel levels at both the complainant’s location and at approximately 30 feet from the sound source exceed the maximum decibel levels set forth in Table 2 above.
- F. **Sound Truck.** It is unlawful to play, operate, or use any device known as a sound truck, loud speaker or sound amplifier, radio or phonograph with loud speaker or sound amplifier or any instrument of any kind or character that emits loud and raucous noises and is attached to and upon any vehicle unless such person in charge of such vehicle.
- G. **Violations.** The Town Manager or designee, code official or Town law enforcement officer may issue civil citations pursuant to subsection 1-8-3(D) of this Code to enforce violations of this Section. After civil enforcement as set forth in subsection 1-8-3(D) of this Code, any POST-certified law enforcement officer or the Town Prosecutor may issue criminal complaints pursuant to subsection 1-8-2(A) to enforce this Section.
- H. **Exemptions.** The following uses and activities shall be exempt from Town noise level regulations:
1. Noises resulting from air-conditioning equipment when such equipment is in proper operating condition.
 2. Noises resulting from lawn maintenance equipment operated during daylight hours when such equipment is functioning with all mufflers and standard noise-reducing equipment in use and in proper operating condition.

3. Noises of safety signals, warning devices and emergency pressure relief valves.
4. Noises resulting from an authorized emergency vehicle when responding to an emergency call or acting in time of emergency.
5. Noises resulting from emergency work.
6. Church chimes or bells.
7. Any noise created by any Town or Town contractor vehicles, equipment or facilities while being operated or utilized for official business.
8. Noises resulting from a special event being held pursuant to a Town-issued special event permit.
9. An un-amplified human voice.
10. Noise originating in a Downtown Entertainment Overlay District formed pursuant to the Town of Fountain Hills Zoning Ordinance.

ORDINANCE 16-08

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, AMENDING THE TOWN OF FOUNTAIN HILLS ZONING ORDINANCE, CHAPTER 5, SECTION 5.19, AND CHAPTER 18, SECTION 18.06, BY REVISING PROVISIONS RELATED TO NOISE VIOLATIONS.

WHEREAS, the Town of Fountain Hills Town Code and the Town of Fountain Hills Zoning Ordinance (the "Zoning Ordinance") each contain provisions pertaining to noise violations; and

WHEREAS, it is in the best interests of the citizens of the Town of Fountain Hills (the "Town") to have a uniform set of standards by which authorized individuals may objectively determine whether a noise violation has occurred; and

WHEREAS, the Town desires to clarify the provisions of the Zoning Ordinance relating to noise violations to provide its citizens with a clear statement of the noise violation provisions applicable to activities in the corporate limits of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

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

SECTION 2. The Town of Fountain Hills Zoning Ordinance, Chapter 5 (General Provisions), Section 5.19 (Performance Standards) is hereby amended by deleting Subsection A thereof (Noise) and replacing it with the following:

- A. Noise. At no point on the property line shall the sound pressure level of any individual operation exceed the maximum decibel levels set forth in the Fountain Hills Town Code Section 11-1-7, Table 2, with each individual operation being considered a sound source, as such term is defined in the Fountain Hills Town Code Subsection 11-1-7(B)(8), as amended. For purposes of this Subsection 5.19(A), decibel levels shall be measured according to the measurement standards set forth in the Fountain Hills Town Code Section 11-1-7, as amended; provided, however, that for purposes of this Subsection 5.19(A), the registering of a noise complaint shall not be necessary nor shall it be necessary for an authorized individual to measure the decibel levels at any complainant's location.

SECTION 3. The Town of Fountain Hills Zoning Ordinance, Chapter 18 (Town Central Commercial Zoning District), Section 18.06 (Additional regulations) is hereby amended by deleting Subsection B thereof and replacing it with the following new Subsection B, to read as follows:

- B. Any recorded or live music or sound that is electronically amplified shall only be permitted at establishments with outdoor patios and such establishments shall

comply with the sound level requirements set forth in the Fountain Hills Town Code Section 11-1-7, as amended.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, September 15, 2016.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:

Linda M. Kavanagh, Mayor

Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Grady E. Miller, Town Manager

Andrew J. McGuire, Town Attorney

ORDINANCE 16-10

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, ADOPTING THE “TOWN OF FOUNTAIN HILLS NOISE REGULATIONS” BY REFERENCE AND AMENDING THE TOWN OF FOUNTAIN HILLS TOWN CODE, CHAPTER 11, SECTION 11-1-7, BY REVISING PROVISIONS RELATED TO NOISE VIOLATIONS.

WHEREAS, the Town of Fountain Hills Town Code (the “Town Code”) contains provisions pertaining to noise violations; and

WHEREAS, it is in the best interests of the citizens of the Town of Fountain Hills (the “Town”) to have standards by which authorized individuals may objectively determine whether a noise violation has occurred; and

WHEREAS, the Town desires to clarify the provisions relating to noise violations to provide its citizens with a clear statement of the noise violation provisions applicable to activities in the corporate limits of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

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

SECTION 2. The document known as the “Town of Fountain Hills Noise Regulations” (the “Noise Regulations”), of which one paper copy and one electronic copy maintained in compliance with ARIZ. REV. STAT. § 44-7041 are on file in the office of the Town Clerk, which document was made a public record by Resolution 2016-17 of the Town of Fountain Hills, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 3. The Fountain Hills Town Code, Chapter 11 (Offenses), Article 11-1 (Offenses), is hereby amended by deleting Section 11-1-7 (Noise), in its entirety and replacing it with the Noise Regulations.

SECTION 4. Any person who fails to comply with any provision of the Noise Regulations shall be subject to civil and criminal penalties as set forth in Section 1-8-1 of the Fountain Hills Town Code, including civil penalties of not more than \$250 base fine. Criminal penalties shall constitute a class one misdemeanor, punishable by a fine not to exceed \$2,500.00 or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, September 15, 2016.

FOR THE TOWN OF FOUNTAIN HILLS: ATTESTED TO:

Linda M. Kavanagh, Mayor

Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Grady E. Miller, Town Manager

Andrew J. McGuire, Town Attorney

RESOLUTION 2016-17

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE TOWN CLERK AND ENTITLED THE "TOWN OF FOUNTAIN HILLS NOISE REGULATIONS."

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. That certain document entitled the "Town of Fountain Hills Noise Regulations," of which one paper copy and one electronic copy maintained in compliance with ARIZ. REV. STAT. § 44-7041 are on file in the office of the Town Clerk and open for public inspection during normal business hours, is hereby declared to be a public record, and said copies are ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED BY the Mayor and Council of the Town of Fountain Hills, Arizona, September 15, 2016.

FOR THE TOWN OF FOUNTAIN HILLS: **ATTESTED TO:**

Linda M. Kavanagh, Mayor

Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Grady E. Miller, Town Manager

Andrew J. McGuire, Town Attorney