INVESTIGATION REPORT - EC 21-02 AND EC-22-01

Submitted to Commission: January 31, 2025

Approved by Commission: February 6, 2025

I. INTRODUCTION.

On September 19, 2024, the City of Phoenix ("City") Ethics Commission ("Commission"), voted 4 to 0 to investigate[1] Ethics Commission Complaints EC-21-02[2] and EC-22-01[3] that were filed on March 12, 2021 and August 25, 2022, respectively, with the City Clerk's Office ("Complaints"). The Complaints assert violations of the City's Ethics Policy and conflicts of interest statutes against Charles Jones as a member of the City's Alhambra Village Planning Committee ("Planning Committee") and as President of the Pierson Place Neighborhood Association ("Neighborhood Association").

II. CONFLICT OF INTEREST INVESTIGATION EXECUTIVE SUMMARY.

A. Summary of Complaints.

The Complaints allege as follows:[4]

- On January 26, 2021, Mr. Jones (a) violated the City's Ethics Policy and/or (b) had an undisclosed conflict of interest, when he participated in the Planning Committee's vote to approve Z-56-20-04 (the "Aura Uptown Zoning Application"), which requested rezoning of 3.29 acres located at the southeast corner of 3rd Avenue and Coolidge Street (the Aura Uptown Project")

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[1] The Commission requested Attorney M. Elizabeth Nillen, AWI-CH ("Investigator") of Spencer Fane LLP to conduct an impartial, independent investigation ("Investigation") and obtain relevant information for the Commission's consideration.

[2] Filed by Diane Mihalsky, **Exhibit A**.

[3] Filed by Jeremy Thacker, **Exhibit B**.

[4] Mr. Thacker's Complaint also asserts that Mr. Jones has not filed a "Waiver Request" under Phoenix City Code Art. II, 2-52(D)(see Ex. A at p.2); however, the Waiver Request only applies to the receipt of prohibited gifts. "Gift" is defined under the Ordinance as "direct or indirect compensation, other than as provided by law, for services, duties, or responsibilities rendered or to be rendered by a person in their capacity as a … board member…." Mr. Thacker's Complaint does not assert that Mr. Jones received a gift. Rather, the Complaint only asserts a failure to disclose the alleged conflict of interest as set forth herein. The Handbook (defined herein), **Exhibit C**, p.8, does reference that a conflict form should be filed with the City Clerk if a board member has a conflict of interest on a matter. The Commission determined that no facts supported this allegation.

- On July 16, 2021, Mr. Jones had an undisclosed conflict of interest when Withey Morris submitted to the City Planning and Permit Department a Pre-Application Screening Request regarding three properties located in the City of Phoenix at 11 West Coolidge Street, 21 West Coolidge Street, and 4600 N. Central Avenue (the "Three Parcels").
- On August 23, 2022, Mr. Jones had an undisclosed conflict of interest when he was present during the Planning Committee's discussion of Z-9-22-04, which was a re-zoning application involving the Three Parcels and a fourth parcel owned by an unrelated party (the "Fourth Parcel") (collectively the Three Parcels and the Fourth Parcel are referred to as the "Four Properties").[5]

B. Brief Summary of Facts.

The following is a brief summary[6] of the facts:

- As of at least January 1, 2015, Corridor Living (in which Mr. Jones has had, at all relevant times, a beneficial ownership interest) owned the Three Parcels.
- By January 1, 2018, Corridor Living began marketing the Three Parcels for sale and executed an original purchase contract ("Original Purchase Contract") to sell the Three Parcels to RAS on December 4, 2019, which sale fell through on June 1, 2020, because RAS could not successfully negotiate an agreement to purchase an unrelated, adjacent fourth parcel (known as the "Fourth Parcel" discussed below).
- Mr. Jones became aware of a project, which later became known as the Aura Uptown Project in approximately September or October of 2020.
- On November 12, 2020, Corridor Living executed a new Purchase Contract ("Second Purchase Contract") to sell the Three Parcels to RAS, which became final when the Due Diligence Period expired, with no conditions, on January 13, 2021.
- The Three Parcels are located at the southwest corner of Central Avenue and Coolidge Street, west of the light rail and north of the Grand Canal.[7]
- The Aura Uptown Project, which is a property consisting of 3.29 acres, is a property physically separated from the Three Parcels by a distance of

[5] See **Figure 1,** below.

[6] The factual evidence supporting these facts is set forth in the Factual Background at Section V. The evidence set forth in this Section and Section IV is based upon the documents and the witness interviews as identified throughout this Report.

[7] See **Figure 1**, below. The Three Parcels are labeled "1," "2," and "3."

approximately 684 feet, by an apartment complex known as the Icon Apartments.[8]

- The Fourth Parcel is located adjacent to the Three Parcels, at the corner of Central Avenue and Coolidge Street.[9] Together, the Three Parcels and the Fourth Parcel were later combined into one development and are referenced herein as the Four Properties.
- Mr. Jones has never had any ownership interest in the Aura Uptown Project, the Icon Apartments, or the Fourth Parcel.
- On January 26, 2021, Mr. Jones voted in support of the Aura Uptown Zoning Application.
- On July 16, 2021, Withey Morris submitted to the City Planning and Permit Department a Pre-Application Screening Request regarding the Three Parcels.
- Escrow closed on the Three Parcels on September 21, 2021, at which time Mr. Jones no longer had any beneficial ownership interest in the Three Parcels.
- Mr. Jones was present on August 23, 2022, during the Planning Committee's discussion of the Four Properties Zoning Application.

[8] **Figure 1**. The Aura Uptown Project is labeled "AURA UPTOWN" and the Icon Apartments are labeled "ICON APARTMENTS."

[9] See Map inserted below. The Fourth Parcel is labeled "4-other."

C. Map of Properties.

The following map shows the location of the Aura Uptown Project, the Icon Apartments, the Three Parcels, and the Fourth Parcel.

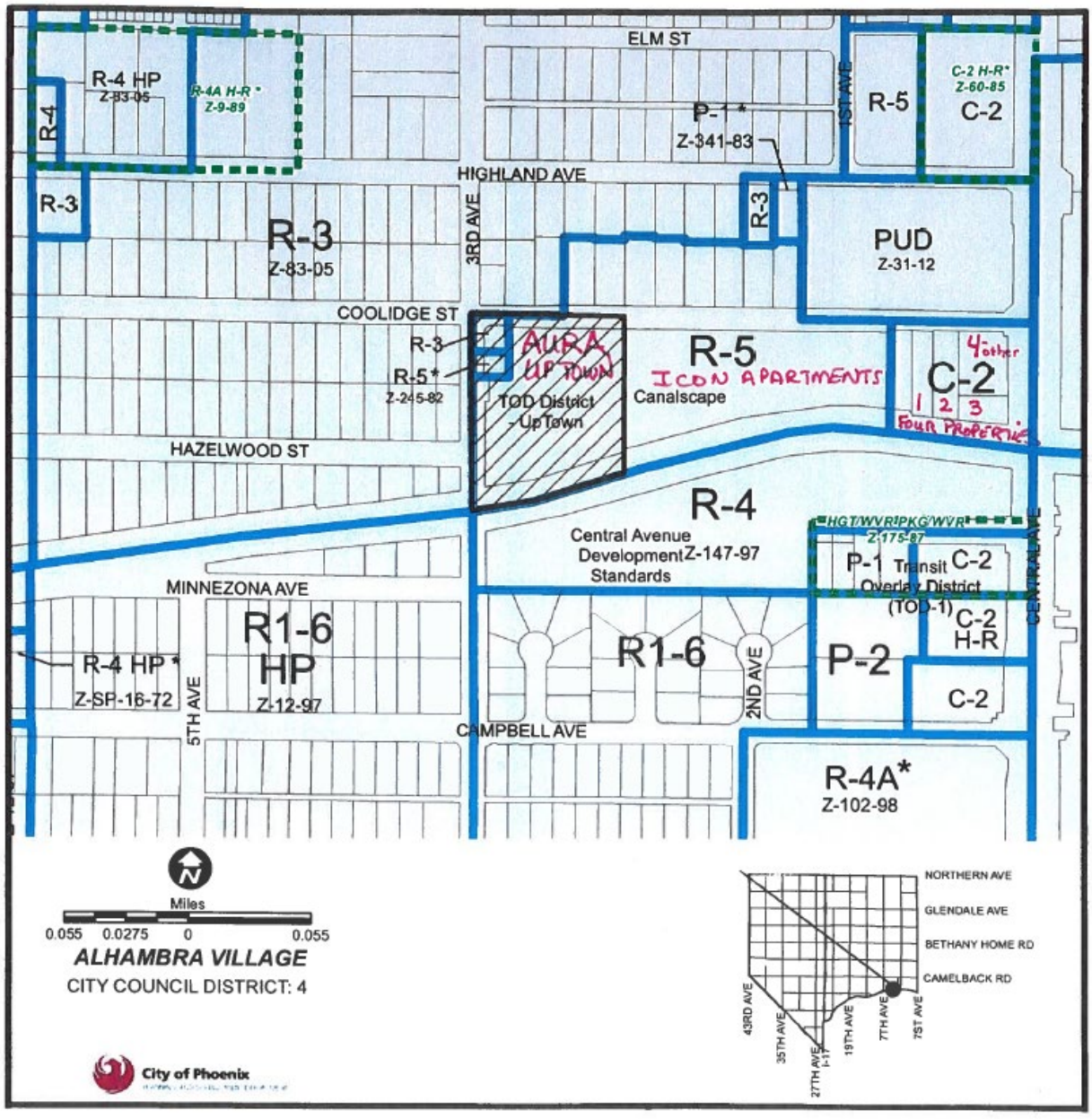

Figure 1

III. APPLICABLE RULES, LAWS, AND OTHER GUIDANCE.

A. City of Phoenix Ethics Policy.

The Commission is authorized to investigate ethics complaints pursuant to City Code Article II, § 2-52(B), which sets forth the City's Ethics Policy, as follows:

> Ethics policy. It is the policy of the City of Phoenix to uphold, promote and demand the highest standards of ethics from all of its elected officials, employees, board members, and volunteers. Accordingly, all City elected officials, employees, board members,[10] and volunteers must maintain the utmost standards of personal integrity, truthfulness, honesty and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, comply with all applicable laws, and never use their City position or power for improper personal gain.[11]

B. Applicable Arizona Conflicts of Interest Statutes.

The Complaints raise a concern regarding an alleged undisclosed conflict of interest under A.R.S. § 38-501, *et seq.*[12] Under the statutes, a conflict of interest must be handled as follows:

> Any public officer[13] or employee who has, or whose relative has, a substantial interest in any decision of a public agency shall make known such interest in the official records of such public agency and shall refrain from participating in any manner as an officer or employee in such decision.[14]

The conflicts of interest statutes define a "substantial interest" as follows:

> "Substantial interest" means any nonspeculative pecuniary or proprietary interest, either direct or indirect, other than a remote interest.[15]

The statutes also define a "remote interest" as follows:

> (a) That of a nonsalaried officer of a nonprofit corporation.

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[10] Phoenix City Code, Art. II, § 2-52 (A)(1) defines a "board member" to include a member of a "City of Phoenix board, committee, commission, or task force" and therefore includes a member of a planning committee. *See* Handbook, **Exhibit C**, p.4.

[11] Phoenix City Code, Art. II, § 2-52(B).

[12] By Chapter XI of the City Charter, the City adopted the Arizona statutes regarding conflicts of interest set forth in A.R.S. § 501 *et seq.*

[13] Arizona statute section 38-101A defines a "public officer" to include any member of any office, board or commission of the City. *See also City of Phoenix v. Collar, Williams and White Eng., Inc.,* 12 Ariz. App. 510, 472 P.2d 479 (1970).

[14] A.R.S. § 38-503(A).

[15] A.R.S. § 38-502(11).

(b) That of a landlord or tenant of the contracting party.

(c) That of an attorney of a contracting party.

(d) That of a member of a nonprofit cooperative marketing association.

(e) The ownership of less than three percent of the shares of a corporation for profit, provided the total annual income from dividends, including the value of stock dividends, from the corporation does not exceed five percent of the total annual income of such officer or employee and any other payments made to him by the corporation do not exceed five percent of his total annual income.

(f) That of a public officer or employee in being reimbursed for his actual and necessary expenses incurred in the performance of official duty.

(g) That of a recipient of public services generally provided by the incorporated city or town, political subdivision or state department, commission, agency, body or board of which he is a public officer or employee, on the same terms and conditions as if he were not an officer or employee.

(h) That of a public school board member when the relative involved is not a dependent, as defined in § 43-1001, or a spouse.

(i) That of a public officer or employee, or that of a relative of a public officer or employee, unless the contract or decision involved would confer a direct economic benefit or detriment on the officer, the employee or his relative, of any of the following:

(i) Another political subdivision.

(ii) A public agency of another political subdivision.

(iii) A public agency except if it is the same governmental entity.

(j) That of a member of a trade, business, occupation, profession or class of persons consisting of at least ten members which is no greater than the interest of the other members of that trade, business, occupation, profession or class of persons.

(k) That of a relative who is an employee of any business entity or governmental entity that employs at least twenty-five employees within this state and who, in the capacity as an employee, does not assert control or decision-making authority over the entity's management or budget decisions.

(l) The ownership of any publicly traded investments that are held in an account or fund, including a mutual fund, that is managed by one or more qualified investment professionals who are not employed or controlled by the officer or employee and that the officer or employee owns shares or interest together with other investors.[16]

[16] A.R.S. § 38-502(10).

Mr. Thacker's Complaint also asserts a violation of the redevelopment project conflict of interest statute:

> If any official, commissioner or employee presently owns or controls, or owned or controlled within the preceding two years, any interest, direct or indirect, in any property which the person knows is included or planned by the municipality to be included in any redevelopment project, the person shall immediately disclose this fact in writing to the local governing body, and this disclosure shall be entered upon the minutes of the governing body. The person shall not participate in any action by the municipality, housing authority or commission affecting the property. Any violation of this section shall constitute misconduct in office.[17]

A "redevelopment project" is defined as follows:

> (a) Means any work or undertaking:
>
> (i) To acquire slum or blighted areas or portions of these areas and lands, structures or improvements, the acquisition of which is necessary or incidental to the proper clearance or redevelopment of these areas or to the prevention of the spread or recurrence of slum conditions or conditions of blight in the area.
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> (ii) To clear any areas by demolition or removal of existing buildings, structures, streets, utilities or other improvements thereon and to install, construct or reconstruct streets, utilities and site improvements essential to the preparation of sites for uses in accordance with a redevelopment plan.
>
> (iii) To sell, lease or otherwise make available land in areas for residential, recreational, commercial, industrial or other use or for public use or to retain land for public use, in accordance with a redevelopment plan.
>
> (b) Includes the preparation of a redevelopment plan, the planning, surveying and other work incident to a redevelopment project and the preparation of all plans and arrangements for carrying out a redevelopment project.[18]

A "redevelopment plan" is defined as "a plan, other than a preliminary or tentative plan, for the acquisition, clearance, reconstruction, rehabilitation or future use of a redevelopment project area."[19]

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[17] A.R.S. § 36-1477(B).

[18] A.R.S. § 36-1471(17).

[19] A.R.S. § 36-1471(16).

C. City of Phoenix Boards & Commissions Ethics Handbook ("Handbook").

The introductory section of the City of Phoenix Boards & Commissions Ethics Handbook ("Handbook") provides certain guidance to board members as follows:

> This handbook does not constitute legal advice. Instead, it serves as general guidance to help individual board members[20] comply with ethics laws and policies. Specific legal consequences hinge on how the law or policy applies to circumstances.[21]

As examples of "how Arizona's conflict of interest laws apply," the Handbook provides the following guidance regarding potential conflicts of interest:

> **Owns Property in Close Proximity**
> The board member owns property in close proximity to property subject to board's approval of a zoning or license application that may affect the value of the board member's property.
>
> …
>
> **Property Uniquely Affected by Land Use Plan**
> The board member has an interest in property that will be uniquely affected by a proposed land use plan, and the adoption of the plan may affect the value of the property (e.g., the plan confers special benefits on the property that are not applied to other similarly situated parcels).[22]

The Handbook also provides that board members should refrain from participating in a matter in which the board member has a conflict of interest:

> If a board member determines the member has a conflict of interest on a matter before the board, the member should work with the board's liaison and the board chairperson to file a conflict form with the City Clerk, declare the conflict on the record at the board member, and refrain from voting or otherwise participating in the matter.[23]

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[20] Board member is defined to include a member of a "City of Phoenix board, committee, commission, or task force" and therefore includes a Planning Committee member. See Handbook, **Exhibit C**, p. 4.

[21] **Exhibit C,** p.8.

[22] **Exhibit C,** p.8, sections 3(1) and (g).

[23] **Exhibit C**, p.7, Section II(D).

IV. INVESTIGATIVE PROCESS.

A. Objective.

The Investigation was conducted to collect information to assist the Commission in its efforts to determine whether Mr. Jones violated the City's Ethics Policy (which incorporates Arizona Conflicts of Interest statutes) by:

(1) acting upon the Aura Uptown Zoning Application as a member of the Planning Committee, and not disclosing his ownership interest in the Three Parcels;
(2) the submission by Withey Morris of the Pre-Application Screening Request on July 16, 2021, without Mr. Jones disclosing his ownership interest in the Three Parcels; and/or
(3) being present during the Planning Committee's discussion of the Four Properties Zoning Application on August 23, 2022, and not disclosing his ownership interest in the Three Parcels.

B. Evidentiary Standard.

Measuring it against the City Ordinance and Arizona Statutes, the evidence was reviewed by the Commission, compared, and analyzed under a preponderance of the evidence standard to determine whether the allegations were with or without merit. "Preponderance of the evidence," for purposes of this Report, means that the evidence on one side outweighs, or is more than, the evidence on the other side. This is a qualitative, not a quantitative, standard.

C. Independence.

Independence is an important component of this Investigation. Neither the Commission members nor Investigator ever represented or met any persons involved in the Investigation prior to conducting the Investigation. The Commission and the Investigator had complete discretion to conduct the Investigation as they deemed necessary. The Commission and the Investigator independently identified witnesses and developed interview content. The Commission independently reached factual findings and conclusions. This Report was prepared by Investigator based upon direction and final approval by the Commission.

No person interfered with, or attempted to influence, the findings of this Report.

D. Scope.

The Commission asked Investigator to obtain and organize factual information regarding the allegations identified in Section I.

E. Methodology.

To achieve the objective, the Commission reviewed and considered the following information:

- The Complaints;
- The Response from Aaron M. Duell of Burch & Cracchiolo, as counsel for Mr. Jones ("Response");[24]
- The Reply from Mr. Thacker ("Reply");[25]
- The Supplemental Response from Mr. Duell;[26]
- The Surreply from Mr. Thacker;[27]
- Public Records and related Purchase Contracts;
- Interviews; and
- Applicable Arizona law, including statutes, regulations, case law, and Attorney General Opinions.[28]

[24] **Exhibit D**.

[25] **Exhibit E**.

[26] **Exhibit T**.

[27] **Exhibit U**.

[28] Ms. Mihalsky did not file a Reply.

V. BACKGROUND OF FACTS AND PROCEDURAL PROCESS.

A. Undisputed Facts.

1. Mr. Jones and Corridor Living Background.

At all relevant times, Mr. Jones has been a member of the Planning Committee[29] and President of Pierson Place Historic District.[30] During such time, Mr. Jones has also been the manager of Corridor Living, LLC ("Corridor Living"), whose sole member is CMJ Trust U/T/A dated December 11, 2018 ("Trust"), of which Mr. Jones is the sole beneficiary.[31]

2. Properties owned by Corridor Living.

During all relevant times, Corridor Living owned 19 properties within 0.66 miles of 21 West Coolidge, which is the middle most property of the Three Parcels. The following map depicts the location of the 19 properties owned by Corridor Living:[32]

[29] Nick Klimek, who is the current City of Phoenix Planner III, and who was during all relevant times the Alhambra Village Planner, confirmed Mr. Jones's counsel's assertion that the Planning Committee has no authority to approve or disapprove zoning applications because it is a volunteer advisory board, which makes recommendations regarding zoning applications and other matters to be considered by the City of Phoenix Planning Commission ("Planning Commission") and then the City Council ("Council"). **Exhibit D**, p. 2, n.2. *See also,* Alhambra Village Information, attached hereto as **Exhibit F**. Regardless of the Planning Committee's advisory status, as a member thereof, Mr. Jones is still a board member subject to City Code, Art. II, § 2-52(B) and A.R.S. § 38-503(A).

[30] **Exhibit D**, p. 2.

[31] **Exhibit D**, p.2; See Corridor Living ACC Search Information, **Exhibit G** and **Exhibit H**; Interview of Mr. Jones; see also unrelated General Warranty Deed identifying Mr. Jones as the beneficiary of the Trust, **Exhibit I**.

[32] Mr. Klimek prepared **Figure 2** depicting the properties owned by Corridor Living at the request of Investigator on behalf of the Commission.

Request by B. Nillen on 11/15/2024
Version 1: 11/15/24; Version 2: 12/11/24
Pins Represent Properties Owned by Corridor Living LLC (Date of Ownership Unknown by Map Author)



Figure 2

3. Corridor Living's Sale of the "Three Parcels."

From at least January 1, 2015 until September 21, 2021, Corridor Living owned three properties located in the City of Phoenix at 11 West Coolidge Street, 21 West Coolidge Street, and 4600 N. Central Avenue (the "Three Parcels").[33]

By January 1, 2018, Corridor Living began marketing the Three Parcels for sale.[34] Although Corridor Living had received some prior offers for the Three Parcels, on December 4, 2019, Corridor Living executed a Commercial Real Estate Purchase Contract (the "Original Purchase Contract") with RAS Developments, Inc. ("RAS")[35] or its assignees as "Buyer" to sell the Three Parcels to RAS for $2,375,000.[36] RAS paid an initial earnest payment in the amount of $50,000 on or about December 6, 2019.[37] The Original Purchase Contract included a Due Diligence Period that expired 120 days after December 4, 2019, but was twice extended for 30 days each time.[38] The Buyer informed Mr. Jones that during the Due Diligence Period it intended to purchase an adjacent parcel (the "Fourth Parcel," discussed below).[39] On June 1, 2020, prior to the expiration of the second due diligence period extension, the Buyer rejected the Three Parcels because the Buyer was unable to negotiate the purchase of the Fourth Parcel.[40]

On November 12, 2020, Corridor Living as "Seller" executed a second Commercial Real Estate Contract (the "Second Purchase Contract") with RAS or its assignees as "Buyer" to sell the Three Parcels to RAS for $2,430,000.[41] RAS paid an initial earnest payment in the amount of $40,000 on November 12, 2020.[42] The Second Purchase Contract included a Due Diligence Period, which expired January 13, 2021 upon RAS's acceptance of the condition of the Three Parcels without any corrections requested.[43] Upon the Buyer's acceptance of the Three Parcels,

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[33] **Exhibit D**, p.2; Interview of Mr. Jones.

[34] Interview of Mr. Jones.

[35] RAS is the General Partner of FORTY600 L.P. See FORTY600 Secretary of State Search, **Exhibit J**.

[36] **Exhibit S**; Interview of Mr. Jones.

[37] **Exhibit S**.

[38] **Exhibit S**.

[39] Interview of Mr. Jones.

[40] Interview of Mr. Jones.

[41] **Exhibit D**, p.2, Ex. A.

[42] **Exhibit D**, p.2, Ex. A.

[43] **Exhibit D**, p.2, Ex. B.

the Buyer made a second and final earnest money payment of $40,000.[44] As of January 13, 2021, the earnest amount in the total amount of $80,000 paid by the Buyer became nonrefundable.[45] The Three Parcels remained in escrow until the Closing on September 21, 2021.[46]

On July 16, 2021, Withey Morris submitted a Pre-Application Screening Request for the Three Parcels. The City Planning and Development Department issued the Pre-Application Screening Request for the Three Parcels, which did not involve any action by, or involvement with, the Planning Committee.[47]

On September 21, 2021, escrow closed on the Three Parcels and title was transferred[48] by Special Warranty Deed from Corridor Living to FORTY600 L.P., as an assignee of RAS (the Buyer listed on the Purchase Contract). Mr. Jones, as manager of Corridor Living, executed the Special Warranty Deed. [49]

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[44] **Exhibit D**, p.2, Ex. A.

[45] **Exhibit D**, p.2, Ex. A, p.10.

[46] **Exhibit D**, pp.2-3.

[47] Interview of Mr. Klimek.

[48] Mr. Jones's Response includes information regarding Corridor Living's assignment of its rights to the Purchase Price paid into escrow by Buyer as part of a tax-deferred Like-Kind Exchange under Internal Revenue Code 1031. Indeed, on or before August 29, 2021, Corridor Living executed an Exchange Agreement with Investment Property Exchange Services, Inc. ("Qualified Intermediary") wherein Corridor Living agreed to "transfer" the Three Parcels to the Qualified Intermediary. (**Exhibit D**, p. 3, n.4, Ex. E.) On August 29, 2021, Corridor Living executed an Assignment of Relinquishment of Property Sale Agreement ("Assignment") wherein Corridor Living "transferred" its interest in the Three Parcels to the Qualified Intermediary, wherein the Qualified Intermediary agreed to "transfer" Corridor Living's rights to, and interests in, the Three Parcels under the Purchase Contract and Corridor Living disavowed its right to the Purchase Price paid into escrow by RAS. (**Exhibit D**, p. 3, n.4 Ex. E.)

Despite the use of the term "transfer" in the Exchange Agreement and the Assignment, the act of transfer between Corridor Living and the Qualified Intermediary is technically a legal fiction. Until the Closing, Corridor Living remained the fee owner of the Three Parcels and, therefore, Mr. Jones, as the sole beneficiary of the Trust, which was the sole member of Corridor Living, remained the 100% beneficial owner of the Three Parcels. For this reason, Mr. Jones, as manager of Corridor Living executed each of the Special Warranty Deed transferring the Three Parcels as part of the Closing on September 21, 2021.

[49] **Exhibit B**, Ex. 3.

4. Adjacent Fourth Parcel Purchased by FORTY600.

On October 21, 2021, Michael and Karen Jackson as "Sellers" (parties unrelated to the Complaints) transferred by Special Warranty Deed to FORTY600 L.P as "Buyer" a fourth parcel located at 4620 N. Central Avenue ("Fourth Parcel"), which was adjacent to the Three Parcels and was the former location of Hinkley's Lightning, for $1,665,000.[50] The Buyer assembled the two sets of property—the Three Parcels and the Fourth Parcel—in the Four Properties Rezoning Application discussed below.

RAS always intended to assemble the Four Properties into one development. Indeed, RAS approached the Jacksons to purchase the Fourth Parcel in the end of 2019 and beginning of 2020. However, it was not until early 2021 that RAS and the Jacksons finally agreed upon the terms of the sale of the Fourth Parcel.[51]

B. Background of Rezoning Process Regarding the Aura Uptown Project and the Four Properties ("Two Projects").[52]

The City of Phoenix General Plan provides the long-range vision and policies that determine how the City will grow and develop. From time to time, the City will approve amendment guidelines to assure the General Plan appropriately adapts to changing conditions, community goals and urban development opportunities while also assuring the stability of neighborhoods and the protection of investments. The City Zoning Ordinance governs land use in specific zoning classifications and overlay districts.[53] Rezoning requests involving properties less than 10 gross acres in size do not require an amendment to the General Plan, even if the rezoning request is not consistent with the General Plan.[54]

The Transit Oriented Development Strategic Framework Plan ("TOD Plan")[55] and the Uptown Transit-Oriented District Policy Plan ("Uptown TOD Plan")[56] modify the General Plan to

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[50] Special Warranty Deed and Affidavit of Property Value, **Exhibits Q** and **R**.

[51] Interview of Mr. Jones; numerous attempts were made to interview Mr. Jackson to corroborate this information but he neglected to return the Investigator's calls.

[52] The Four Properties and the Aura Uptown Project are collectively referred to as the Two Projects.

[53] Interview of Mr. Klimek; also see City of Phoenix "Planning Process Guide," **Exhibit K**.

[54] **Exhibit K**.

[55] **Exhibit L.**

[56] **Exhibit M**.

further guide policy for land use decisions and investments within the applicable area.[57] The TOD Plan applies to the properties along the South Central Avenue light rail extension and at the 50th Street Station. The boundaries of the Uptown TOD Plan are 15th Avenue to the west, 7th Street on the east, and Missouri Avenue on the north and Indian School on the south.[58]

As discussed in this Report, the Aura Uptown Project (defined herein) and the Four Properties (collectively, the "Two Projects") are located within the Uptown Transit Oriented Development Community ("Uptown TOD").[59] The Rezoning Applications for the Two Projects did not require an amendment to the General Plan because both parcels were less than 10 acres and they were consistent with the TOD Plan and the Uptown TOD Plan.[60]

During approximately September or October of 2020, Mr. Jones first became aware of the Aura Uptown Project.[61] On January 26, 2021, the Planning Committee considered and approved the Aura Uptown Zoning Application to rezone 3.29 acres owned by Donor Network of Arizona (a party wholly unrelated to Mr. Jones), from R-3 (Multifamily Residence District) and R-5 (Multifamily Residence District) to WU Code T5:5 UT (Walkable Urban Code, Transect 5:5, Transit Uptown Area) to allow multifamily residential for the property that is now known as the Aura Uptown Project.[62] The proposed zoning permitted a maximum height of 56 feet and 218 dwelling units.[63]

As more fully set forth in the Aura Uptown Zoning Application Initial Staff Report,[64] at the time, the existing site included an office building and the surrounding properties immediately to the east and west of the Aura Uptown Project consisted of multi-family zoning permitting a maximum height of 48 feet, although the existing building to the east did not exceed three stories. The area to the north of the Aura Uptown Project, across from Coolidge Street, consisted of various residential structures ranging from a single-family detached character to small

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[57] Interview of Mr. Klimek.

[58] Interview of Mr. Klimek.

[59] Interview of Mr. Klimek.

[60] Interview of Nick Klimek; see also **Exhibit K**.

[61] Interview of Mr. Jones; Interview of Mr. Klimek.

[62] *See* Alhambra Village Planning Committee Minutes dated January 26, 2021, **Exhibit B** at Ex. 1, p. 6; see also Aura Uptown Zoning Application Initial Staff Report **Exhibit N**.

[63] The Aura Uptown Project was later revised and rezoned as a PUD. Such revisions did not involve further action by the Planning Committee. See Supplemental Staff Report, **Exhibit P**.

[64] **Exhibit N**.

apartment complex and also permitted a maximum height of 48 feet, although none of the existing properties exceeded two stories. The property south of the Aura Uptown Project included the Grand Canal and additional multi-family communities.[65]

During the staff presentation of the Aura Uptown Project, then-Alhambra Village Planner Mr. Klimek recommended approval of the Aura Zoning Application because it was "consistent with the General Land Use Plan Land Use Map designation of Residential 15+ dwelling units per acre and with the Transit Oriented Development Strategic Policy Framework Minor Urban Center Place Type designation."[66] The Motion passed 15-1, with Mr. Jones voting in favor of the Aura Zoning Application. The Aura Uptown Project zoning was later modified to a PUD zoning, which involved slight modifications, decreasing the intensity from a maximum of 218 dwelling units to a maximum of 210 dwelling units.[67]

The Aura Uptown Project is separated from the Four Properties by the Icon Apartment Complex, which separates the Aura Uptown Project from the Four Properties by a distance of approximately 684 feet.[68]

Approximately two months later, on March 1, 2021, Mr. Jones sent a letter to Mr. Klimek, as the Alhambra Village Planner, wherein Mr. Jones supported and requested the City Council's approval of the Aura Uptown Project.[69] Mr. Jones stated that he, in his capacity as a landowner in the area, has sent at least 10 letters (in support and opposition) over the last 22 years to village planners and the City Council.[70] Mr. Klimek did not recall (but stated he could not deny) having received a letter from Mr. Jones in the past. Mr. Klimek also stated that he regularly receives letters from members of the public in support of, or in opposition to, projects, which he will include with the staff report for committee and commission member consideration. Mr. Klimek stated that he never felt pressured or influenced by Mr. Jones regarding any project in his position as the Alhambra Village Planner and that he specifically never felt influenced by Mr. Jones regarding the Aura Uptown Zoning Application or the Four Properties Zoning Application.

Mr. Klimek also stated that it was well known by himself, the Alhambra Village Planning Committee, and generally by the Alhambra Village as a whole that Mr. Jones owned numerous

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[65] **Exhibit N,** p. 16.

[66] **Exhibit N,** Staff Report p. 16.

[67] Interview of Mr. Klimek; see also **Exhibit B**, at Ex. 1, p. 6.

[68] Interview of Mr. Klimek; see also **Figure 1**.

[69] **Exhibit B**, at Ex. 2.

[70] Interview of Mr. Jones.

properties in the area.[71] In order to serve on the Alhambra Village Planning Committee, a member must meet certain residency requirements. At least 75% of the members must reside at least eleven months of the year at a property or location within the village and up to 25% of the members may be individuals who work at a business in the village on a full-time basis if such person resides outside the village or the City of Phoenix.[72]

On August 23, 2022, the Planning Committee discussed the Four Properties Zoning Application. Mr. Klimek provided an update on the zoning request and stated the purpose of the discussion only hearing was to receive input on the project from the Planning Committee. During the meeting, the public was permitted to provide comment at which time Mr. Thacker stated that Mr. Jones had a conflict of interest. Mr. Jones was present at the meeting and stated that he had divested himself of the property and that he did not have a conflict of interest. Mr. Jones stated a complaint previously had been filed regarding an alleged conflict of interest regarding his involvement in the Aura Uptown Zoning Application but that "he was quickly cleared by the City of Pheonix."[73]

During his interview as part of this Investigation, Mr. Klimek stated that in his experience as the Village Planner and a member of the City Planning Department that the City reviews every zoning application on a case-by-case basis. Mr. Klimek stated that how the City acts on one zoning application does not bind nor impact his (or in his opinion, the City's) actions on a zoning application on the property next door. Mr. Klimek explained that there are numerous factors that impact whether a zoning application is approved. For instance, a developer may not agree to certain requests made by the City to change the number of dwelling units allowed, or the number of city improvements that may be requested. As a result, the zoning application may be denied but then a similar zoning request may be approved for an adjacent property because the developer agreed to make the changes requested by the City.

Mr. Klimek also stated that even though the Aura Uptown Project and the Four Properties were located within 684 feet of each other, that the Two Projects were substantially dissimilar. Acknowledging that the Handbook's "close proximity" example, Mr. Klimek stated that the uniquely different aspects of the Two Projects decreased the likelihood that one project's approval would impact the other project. Mr. Klimek stated that the Aura Uptown Project was located in a more residential neighborhood and the Four Properties were located immediately along the Light Rail Corridor and Central Avenue. For this reason, Mr. Klimek stated that even if

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[71] Interview of Mr. Klimek; see also Supplemental Response from Mr. Jones' Counsel at **Exhibit T**.

[72] https://boards.phoenix.gov/Home/BoardsDetail/6

[73] **Exhibit O**.

the Aura Uptown Project had not been rezoned that it would not have impacted the decision to approve any development of the Four Properties. Mr. Klimek specifically stated that the rezoning of the Aura Uptown Project did not impact his staff recommendation to approve the Four Properties Rezoning Application.

Mr. Klimek also stated that the Three Parcels were not included within, or planned to be included in, a redevelopment project.

C. Timeline.

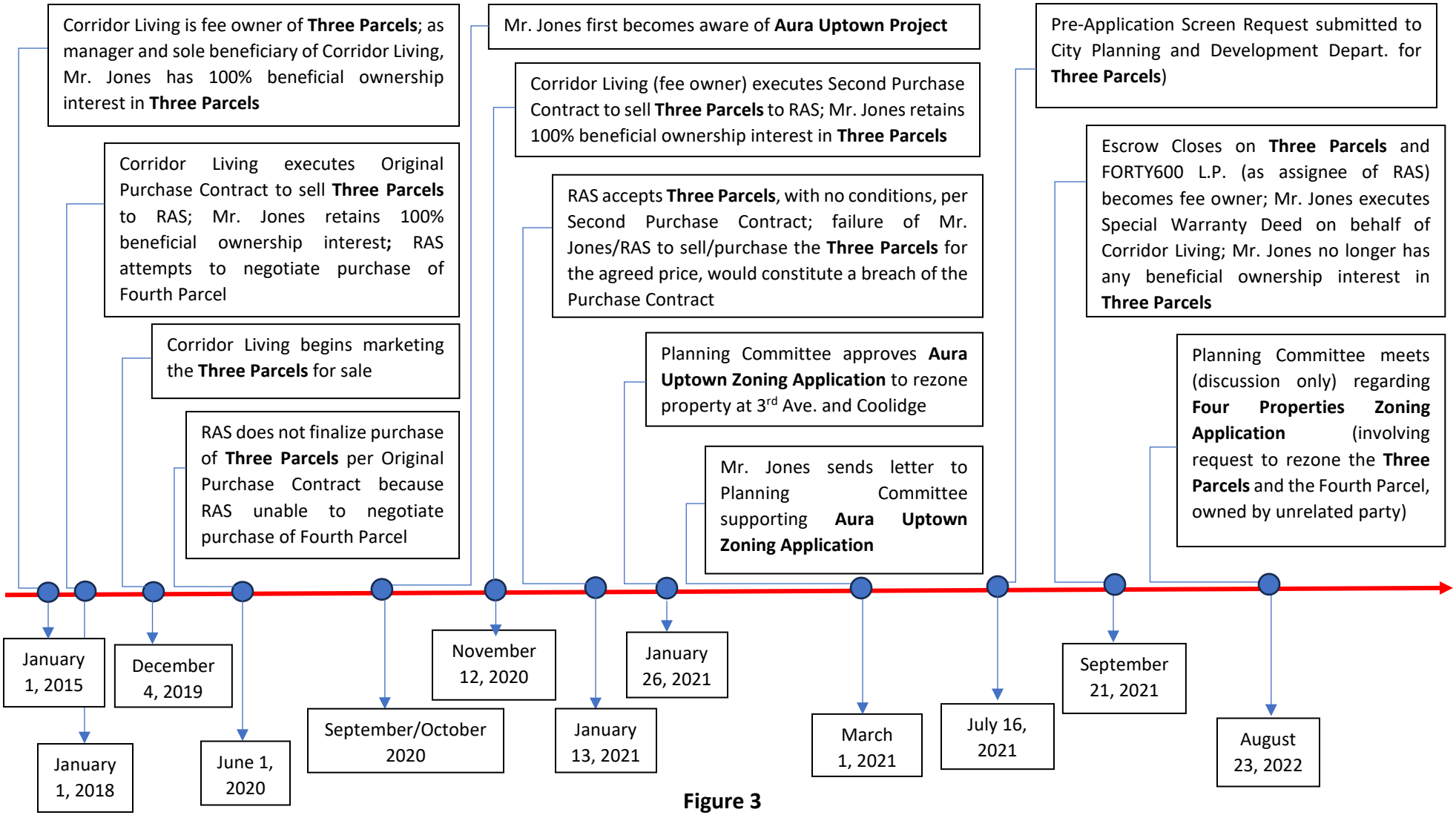

Figure 3

VI. ANALYSIS.

Collectively, the Complaints allege that Mr. Jones's beneficial ownership interest in the Three Parcels (a) violated the City's Ethics Policy and (b) created a conflict of interest. First, the Complaints allege that Mr. Jones's beneficial ownership interest in the Three Parcels created a conflict of interest regarding his involvement in, and voting upon, the Planning Committee's consideration of the Aura Uptown Zoning Application on January 26, 2021. In short, the Complaints assert that results of the Aura Uptown Zoning Application could have impacted the value of the Three Parcels because of Mr. Jones's beneficial ownership of the Three Parcels, which were located within 684 feet of the Aura Uptown Project.

Ms. Mihalsky specifically asserts that:

> The City's approval of [the Aura Uptown Zoning Application] would make it more likely that any purchase of Mr. Jones/Corridor's [Three Parcels] less than a block away would also be granted a change in zoning to WU Code, allowing a higher density and height and reduced parking. Approval of [the Aura Uptown Zoning Application] makes Mr. Jones' [Three Parcels] more valuable.[74]

Ms. Mihalsky also asserts that the owner of the Icon Apartments (which was the sole property located between the Two Projects) rescinded his original opinion in opposition of the Aura Uptown Zoning Application because the developer of the Aura Uptown Project informed him that "the development would increase the value of nearby multi-family properties, including Icon."[75]

For these reasons, Ms. Mihalsky also asserts that Mr. Jones violated the City Ethics Policy by failing to disclose his ownership interest in the Three Parcels.

Additionally, Mr. Thacker asserts that Mr. Jones's March 1, 2021 letter to Mr. Klimek, as the Alhambra Village Planner, wherein Mr. Jones supported the Aura Uptown Project provides further evidence of Mr. Jones's conflict of interest, especially since the letter makes statements such as "The upscale nature of the development will further revitalize the neighborhood…."[76]

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[74] **Exhibit A**, p. 3.

[75] **Exhibit A**, p. 3.

[76] **Exhibit B**., p.2, Ex. 2

Mr. Thacker also points to the Handbook provision which provides the following guidance regarding potential conflicts of interest:

> **Owns Property in Close Proximity**
> The board member owns property in close proximity to property subject to board's approval of a zoning or license application that may affect the value of the board member's property.[77]

Second, Mr. Thacker's Complaint asserts that Mr. Jones's beneficial ownership interest in the Three Parcels constituted a conflict of interest when a Pre-Application Screening Request was submitted with the City's Planning and Permitting Department regarding the Three Parcels on July 16, 2021.[78]

Third, Mr. Thacker's Complaint asserts that even after the Closing on September 21, 2021, Mr. Jones's previous ownership of the Three Parcels constituted a conflict of interest when Mr. Jones participated in discussions about the Four Properties Rezoning Application on August 23, 2022.

In short, as a result of the alleged conflict of interest, the Complaints assert that Mr. Jones should have disclosed his ownership of the Three Parcels and recused himself before:

- Mr. Jones participated in discussions and voted on the Aura Uptown Zoning Application on January 26, 2021;
- Withey Morris submitted a Pre-Application Screening Request with the City's Planning and Permitting Department regarding the Three Parcels on July 16, 2021; and/or
- Mr. Jones participated in discussions about the Four Properties Rezoning Application on August 23, 2022.

A. Did Mr. Jones have a substantial interest in the Aura Uptown Zoning Application When He Acted Upon the Aura Uptown Zoning Application on January 26, 2021?

As set forth above, the Complaints assert that Mr. Jones's beneficial ownership interest in the Three Parcels (which were alleged to be in close proximity to the Aura Uptown Project as described in the Handbook example) created a conflict of interest regarding his involvement in the Planning Committee's consideration of the Aura Uptown Zoning Application on January 26, 2021. The Complaints assert that the results of the Aura Uptown Zoning Application could impact

[77] **Exhibit C**, p.8.

[78] The Complaint does not provide much information regarding this specific claim.

the value of the Three Parcels because of Mr. Jones's beneficial ownership in the Three Parcels (which were located within 684 feet of the Aura Uptown Project).

Mr. Jones asserts that although he retained a beneficial ownership interest (as the beneficiary of Corridor Living) in the Three Parcels until the Closing on September 21, 2021, such beneficial interest in the Three Parcels did not constitute a substantial interest in the Aura Zoning Application for two reasons: (1) the Purchase Price for the Three Parcels became fixed upon expiration of the Due Diligence Period on January 13, 2021, which was prior to the Committee's action on the Aura Uptown Project on January 26, 2021, and (2) the result of the Aura Uptown Zoning Application would only have a speculative effect on the value of the Three Parcels.

With regard to the Purchase Price, Mr. Jones asserts that prior to the Aura Zoning Application being presented to the Planning Committee, Corridor Living was already contractually obligated to sell the Three Parcels for $2,430,000 (the "Purchase Price") and that the Purchase Price was not subject to change. Specifically, Mr. Jones asserts that once Corridor Living executed the Purchase Contract on November 12, 2020 and the Seller accepted the condition of the Three Parcels at the conclusion of the Due Diligence Period on January 13, 2021, the money went "hard" because the $80,000 earnest money paid by RAS became nonrefundable and Corridor Living was required to sell the Three Parcels to RAS for the Purchase Price.[79]

In other words, by no later than January 13, 2021, Mr. Jones asserts that if Corridor Living failed to close on the Three Parcels, as a matter of law, Corridor Living would still be required to sell the Three Parcels to RAS and Corridor Living could be liable for damages or compelled to convey the Three Parcels through specific performance. Mr. Jones asserts that at that time, Corridor Living could not demand more money from RAS and Corridor Living was legally required to execute documents to transfer its interest in the Three Parcels. [80]

In his Reply and Surreply, Mr. Thacker states that the Purchase Contract and the expiration of the Due Diligence Period should be disregarded because the Closing had not yet occurred, and, therefore, actual title did not transfer until September 21, 2021. Mr. Thacker also states that the earnest money paid into escrow was only $80,000 of the remaining amount of $2.35 million that was not paid until Closing. In other words, Mr. Thacker asserts that the remaining $2.35 million to be paid at Closing for the Three Parcels constituted a "substantial

[79] **Exhibit D**, p. 2.

[80] **Exhibit D**, p. 2.

interest" to qualify as a conflict of interest on the part of Mr. Jones in the Aura Zoning Application.[81]

With regard to the effect the result of the Aura Uptown Zoning Application would have on the value of the Three Parcels, Mr. Jones asserts that the zoning results related to the Aura Uptown Project would have no impact on the value of the Three Parcels because:

- The Two Projects were essentially "three streets apart from each other."
- The Two Projects were different because the Four Properties were located on Central Avenue, an arterial street, and the Aura Uptown Project was located in the middle of a single-family residential neighborhood.
- Even if the rezoning of Aura Uptown Project could impact the probability of rezoning the Three Parcels, such effect was speculative in nature.[82]

In his reply, Mr. Thacker asserts the following regarding the impact the result of the Aura Uptown Zoning Application could have on the value of the Three Parcels:

- Mr. Jones's statements regarding the speculative impact that the rezoning of the Aura Uptown Project would have on the value of the Three Parcels are "speculative and unsupported by any evidence."
- "Rezoning typically enhances surrounding property values."
- Mr. Jones's own marketing efforts, wherein he marketed the property as "prime redevelopment opportunities," demonstrates that Mr. Jones expected the Three Parcels would increase in value from favorable zoning decisions.[83]

As set forth in Section V.B., in his experience as the Village Planner and a member of the City Planning Department, Mr. Klimek stated that a zoning decision on one property does not impact the zoning decision for another property—even if the two properties are located within 684 feet of each other. Mr. Klimek acknowledged the existence of the "close proximity" example provided in the Handbook but stated that the unique aspects of the Two Projects as described by Mr. Jones in his Reply decreases the likelihood that one project would impact the approval of the other project. Additionally, Mr. Klimek specifically stated that the rezoning of the Aura Uptown Project did not impact his staff recommendation to approve the Four Properties Rezoning Application.

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[81] **Exhibit E** and **Exhibit U**.

[82] **Exhibit D**.

[83] **Exhibit E**, p. 3; see also **Exhibit U**, p.3

Finally, the introductory section to the list of examples of possible conflicts of interest provided in the Handbook provides the following guidance to board members:

> This handbook does not constitute legal advice. Instead, it serves as general guidance to help individual board members comply with ethics laws and policies. Specific legal consequences hinge on how the law or policy applies to circumstances.[84]

The Commission finds by a preponderance of the evidence discussed above that Mr. Jones did not have a conflict of interest when he participated in and voted on the Zoning Application on January 26, 2021. The Alhambra Village Planning Committee is required to have at least 75% of its members reside at least eleven months of the year at a property or location within the Village. As such, ownership of property in the Village is not sufficient to constitute a conflict of interest.

The Commission also determines that the conflict-of-interest statutes, at A.R.S. § 38-501, *et seq.*, sufficiently define what constitutes a substantial interest and a remote interest. In addition to the evidence set forth above, it is significant that the Three Parcels were listed for sale, and a similar sale price had originally been agreed to in the Original Purchase Agreement, prior to the existence of the Aura Uptown Project. Therefore, the Commission finds that the Aura Uptown Project's impact upon the value of the Three Parcels were speculative such that Mr. Jones's interest in the Aura Uptown Project did not rise to the level of a substantial interest and, therefore, there was no conflict of interest.

B. Did Mr. Jones Violate the Ethics Policy When He Participated in, and Acted Upon, the Aura Uptown Zoning Application on January 26, 2021 without Disclosing His Beneficial Ownership Interest in the Three Parcels?

In addition to the conflict-of-interest allegations, the Complaint also asserts that Mr. Jones violated the City's Ethics Policy, Section 2-52(B), when he participated in discussions and acted upon the Aura Uptown Zoning Application on January 26, 2021 without first disclosing his beneficial interest in the Three Parcels. Ms. Mihalsky specifically references the Ethics Policy's requirement that all board members must "maintain the utmost standards of personal integrity, truthfulness, honesty and fairness in carrying out their public duties." Ms. Mihalsky asserts that Mr. Jones' participation in the Aura Uptown Zoning Application "despite his conflict of interest,

[84] **Exhibit C,** p.8.

seriously undermines my neighbors' and my confidence in the integrity and fairness of the process by which the [Aura Uptown Zoning Application] has been approved to date."[85]

In his Supplemental Response, Mr. Jones raises concerns that the Ethics Policy does not define the key terms of "personal integrity," "truthfulness," "honesty," and "fairness." Mr. Jones asserts that although each term is subjective, "integrity," "truthfulness," and "honesty" share a common principle, which is that they are inconsistent with "falsity" and "deceit." Mr. Jones also states that the term "fairness" requires impartiality.[86] Therefore, Mr. Jones asserts that "a board member who sets out in good faith to fulfill his duties (i.e., having the intention to act in the public's best interest and without deceitful motives) complies with … the Ethics Policy." [87]

Because he never intended to mislead or deceive anyone by his failure to disclose his interest in the Three Parcels, which he contends everyone knew he owned, Mr. Jones asserts that he acted without partiality towards the Aura Uptown Project. Mr. Jones also states that his beneficial ownership of the Three Parcels was not influenced or impacted by the Aura Uptown Project, because "(1) Corridor Living had already sold the Three Parcels to RAS … for a fixed price and all contingencies had been removed and (2) the approval of [the Aura Uptown Project] would have no effect on the value of the Three Parcels."

Mr. Klimek also stated that he, the members of the Planning Committee, and the Alhambra community, in general, were all aware of Mr. Jones' ownership interest (through Corridor Living) of numerous properties in the community. The Planning Committee rules also require that Planning Committee members either own or work within the village.[88]

Based upon the evidence, the Commission finds by a preponderance of the evidence discussed above that Mr. Jones did not violate the Ethics Policy when he participated in and voted on the Zoning Application on January 26, 2021. Although the Commission finds that Mr. Jones could have avoided the "appearance" of any improprieties by disclosing, on the record, his ownership interest in the Three Parcels, the Ethics Policy requires that the "standards" of personal integrity be maintained--not the "appearance" of personal integrity. Here, the Complaints allege a conflict of interest and as set forth above, having determined that Mr. Jones

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[85] **Exhibit C**, p.5; see also **Exhibit U,** p.2.

[86] "Fairness" is defined as "fair or impartial treatment; lack of favoritism toward one side or another." https://www.merriam-webster.com/dictionary/fairness.

[87] **Exhibit T**.

[88] https://boards.phoenix.gov/Home/BoardsDetail/6

complied with the conflict-of-interest statutes, the Commission finds that he complied with all applicable laws as required by the Ethics Policy.

C. Did Mr. Jones have a substantial interest in the Pre-Application Screening Request regarding the Three Parcels that Withey Morris submitted to the City Planning and Permit Department on July 16, 2021 that was related to a decision in which Mr. Jones participated as a board member?

Mr. Thacker's Complaint raises the issue that Withey Morris submitted that the Pre-Application Screening Request involving the Three Parcels on July 16, 2021. Despite raising the fact that the Pre-Application Screening Request was submitted prior to the Closing, such that Mr. Jones still had a beneficial interest in the Three Parcels, Mr. Thacker does not specifically state whether he believes such submission constitutes a separate conflict of interest.

As stated by Mr. Klimek, the City Planning and Development Department issued the Pre-Application Screening Request, which did not involve any action by, or involvement with, the Planning Committee.[89] Moreover, Mr. Jones states he did not have any involvement in the submission of the Pre-Application Screening Request and Withey Morris did not represent Mr. Jones.

Mr. Thacker's Reply does not address the Pre-Application Screening Request.

The Commission finds by a preponderance of the evidence discussed above that Mr. Jones did not have a conflict of interest regarding the submission of the Pre-Application Screening Request.

D. Did Mr. Jones have a substantial interest in the Three Parcels when he was present during the Planning Committee's discussion of the Four Properties Zoning Application on August 23, 2022?

Mr. Thacker's Complaint asserts that Mr. Jones was also required to disclose his interest in the Three Parcels when the Planning Committee discussed the Four Properties Rezoning Application.

Although Mr. Jones's response states that this conflict of interest is based upon Mr. Jones still owning the property as of August 23, 2022, Mr. Thacker's Complaint bases this conflict solely upon A.R.S. § 36-1477 which provides that an official must disclose any ownership interest or control of property within the preceding two years that is, or planned, to be included in any redevelopment project. Mr. Thacker asserts that because Mr. Jones did not transfer the Three

[89] Interview of Mr. Klimek.

Parcels until September 21, 2021 that the two year look back period under A.R.S. § 36-1477 creates the conflict of interest.

As set forth in Section V.B., Mr. Klimek stated that the Four Parcels were not included within, or planned to be included in, a redevelopment project.

The Commission finds by a preponderance of the evidence discussed above that Mr. Jones did not have a conflict of interest when he participated in the discussion of the Zoning Application regarding the Four Parcels on August 23, 2022. The Commission finds that that the Three Parcels were not the subject of a Redevelopment Plan. Therefore, the Commission finds that A.R.S. § 36-1477 does not apply.

VII. CONCLUSION.

For the foregoing reasons, the Commission unanimously by a 4-0 vote dismisses Ethics Complaints EC-21-02 and EC-22-01.

EXHIBIT A

City of Phoenix

To: Cris Meyer
City Attorney

Date: March 17, 2021

From: Denise Archibald
City Clerk

Subject: TRANSMITTAL OF ETHICS COMPLAINT (EC-21-02)

On March 12, 2021, the City Clerk Department received the attached complaint from Diane Mihalsky.

Phoenix City Code, Section 2-53 requires the City Clerk to forward ethics inquiries to the Ethics Commission. Since there is currently no appointed City Ethics Commission, I am forwarding this complaint to the Law Department for appropriate handling.

Enclosure: Ethics Complaint

ec: Deryck Lavelle, Assistant Chief Counsel
Jennifer Wingenroth, Deputy City Clerk

CITY CLERK DEPT.
2021 MAR 12 PM 1:40

Diane Mihalsky
304 W. Campbell Ave.
Phoenix, AZ 85013
602-541-2200 (cell)
dmihalsky@msn.com

March 12, 2021

City of Phoenix Ethics Commission
c/o City of Phoenix City Clerk
200 W. Washington St., 15th Floor
Phoenix, AZ 85003

Re: Ethics complaint vs. Charley Jones for his involvement in Alhambra Planning Committee's consideration of Z-56-20-4

1. I have standing to request that the Commission make an inquiry (Phoenix City Code Ch. 2, art. II, § 2-53(F)).

I bought my house in 1986 and have lived in what is now the Yaple Park Historic District, which is part of the larger Carnation Neighborhood, for most of the past 35 years. For four or five years, I served on the City's Encanto Village Planning Committee. In July 2020, I retired after 23 years in public service as an administrative law judge for the State of Arizona's Office of Administrative Hearings.

The proposed Z-56-20-4 development will be visible from my property at the northwest corner of N. 3rd and W. Campbell Aves. My interest in protecting the value of my single-family home has been hurt by Alhambra Village Planning Committee ("VPC") member Charley Jones' involvement in approving this rezoning request, despite having an undisclosed conflict of interest. It appears that he is promoting development to further his own economic interest at the expense of the neighbors around the project. In addition, as a retired attorney and judge and long-term resident of the City of Phoenix, I strongly believe that we all have a stake in helping keep the City's decision-making process ethical, above-board, and transparent.

2. The Commission has jurisdiction to conduct an inquiry (Phoenix City Code Ch. 2, art. II, § 2-52(A) and (B)).

Z-56-20-4 involves Trinsic Residential Group's ("Trinsic's") proposed construction of a high-density 4-story + mezzanine, WU code apartment building called "Aura" on a relatively small parcel of between 2.30 acres (sale advertisement), 2.6 acres (County Assessor's website), and 3.29 acres (Trinsic's submission to City staff).[1] The development is on the southeast corner of N. 3rd Ave. and W. Coolidge St. The parcel is located on the southern border of the Pierson Place Historic District, along the Grand Canal, directly across from the Yaple Park Historic District. Trinsic requests that the site

[1] *See* Exhibit 1 (Application materials from Trinsic's website).

be rezoned from R-3 and R-5 to WU Code T5:5 UT to allow greater height and density and reduced parking. To date, the rezoning request has been approved by both the Alhambra VPC on January 26, 2021 (15-1-0 vote)[2] and the City Planning Commission on February 4, 2021 (7-1 vote).

Charley Jones states in his biography that he "volunteers 25% of his time working closely with the City of Phoenix to improve Uptown neighborhoods and the surrounding area," including having "chaired the Alhambra [VPC] for 6 years (member now)" and being "a member of Mayor Gallego's Neighborhood Advisory Committee."[3]

Mr. Jones actively participated in and voted to approve the zoning change that Trinsic requested for the Aura project at the January 26, 2021 Alhambra VPC meeting without disclosing any conflict of interest.[4]

3. Mr. Jones had an undisclosed conflict of interest when he voted to approve Z-56-20-4 at the Alhambra VPC that violated Phoenix City Code Ch. 2, Art. II, § 2.52(B)), City of Phoenix Boards & Commissions Ethics Handbook ("Ethics Handbook") § (D)(1), Phoenix City Charter Ch. XI, § 1, and A.R.S. § 38-503(B).

Mr. Jones is also the managing member and only person listed on the Arizona Corporation Commission's records for Corridor Living, LLC ("Corridor").[5] Corridor owns three adjacent small commercially zoned parcels at 11 W. Coolidge St.,[6] 21 W. Coolidge St.,[7] and 4600 N. Central Ave.,[8] as well as 19 residential rental properties in Pierson Place and Carnation.[9] The 3 commercial properties are less than a block from Z-56-20-4 and also along the Grand Canal, with only the Icon Apartments between the parcels and Z-56-20-4.[10]

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[2] *See* Exhibit 2 (Alhambra Village Planning Committee Meeting Summary for January 26, 2021 meeting).
[3] Exhibit 3 (Charley Jones' biography from Corridor Living LLC's website).
[4] *See* Exhibit 2 (Alhambra Village Planning Committee Meeting Summary for January 26, 2021 meeting)..
[5] See Exhibit 4 (Arizona Corporation Commission Printout for Corridor Living, LLC)..
[6] *See* Exhibit 5 (aerial photograph and printout from the Maricopa County Assessor's website showing Corridor as owner of 11 W. Coolidge St., Phoenix, AZ 85013).
[7] *See* Exhibit 6 (aerial photograph and printout from the Maricopa County Assessor's website showing Corridor as owner of 21 W. Coolidge St., Phoenix, AZ 85013).
[8] *See* Exhibit 7 (aerial photograph and printout from the Maricopa County Assessor's website showing Corridor as owner of 4600 N. Central Ave., Phoenix, AZ 85013).
[9] *See* Exhibit 8 (Summary of properties from Maricopa County Recorder's website and map showing location of properties). The 19 residential rental properties that Corridor owns in Pierson Place and Carnation are not at issue because the possible incidental increase in value to a City volunteer's residential properties due to the person's volunteer activities are not understood to create an impermissible conflict of interest. *See* City of Phoenix Boards & Commissions Ethics Handbook at 9, which states that no conflict of interest exists if

> [t]he board member owns a property in an area that is part of a proposed land-use plan presented to the board for decision (*unless that plan would uniquely affect the board member's property*). [Emphasis added.]

[10] *See* Exhibit 9 (Map with subject and 3 C-2 parcels marked) and Exhibit 1 (Trinsic's "Zoning Map shows edge of Corridor's C-2 property on right side, beneath "PUD-Z-12").

Corridor's three commercial properties when combined comprise a small parcel of only .69 acre. Mr. Jones through Corridor is currently marketing the three parcels as a combined, single commercial property for $2.4 million. These commercial properties are currently nondescript warehouses; however, the advertisement notes that they are located in the TOD overlay zoning, present an "Amazing Redevelopment Opportunity" as "Apartment, Senior Housing, Hotels, Retail, Office, and more."[11]

The City's approval of Trinsic's rezoning request in Z-56-20-4 would make it more likely that any purchaser of Mr. Jones/Corridor's combined commercial parcel less than a block away would also be granted a change in zoning to WU Code, allowing higher density and height and reduced parking. Approval of Trinsic's rezoning request makes Mr. Jones' commercial properties more valuable.[12]

The Ethics Handbook, the City Code, and applicable Arizona statute define "compensation" as "money, a tangible thing of value, or a financial benefit."[13] A.R.S. § 38-503, which the Ethics Handbook and City Code incorporate by reference, provides in relevant part as follows:

> Any public officer . . . who has . . . a substantial interest in any decision of a public agency shall make known such interest in the official records of such public agency and shall refrain from participating in any manner as an officer . . . in such decision.[14]

Similarly, the Ethics Handbook provides as follows:

> If a board member determines the member has a conflict of interest on a matter before the board, the member should work with the board's liaison and the board chairperson to file a conflict form with the City Clerk, declare the conflict on the record at the board meeting, and refrain from voting or otherwise participating in the matter.[15]

The Ethics Handbook provides examples of impermissible conflicts of interest, including the following:

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[11] *See* Exhibit 10 (Orion Investment Real Estate's advertisement for sale of 4600 N. Central Ave., 21 W. Coolidge St.).

[12] The owner of the Icon Apartments, which are between Corridor's properties and the site that Trinsic seeks to rezone in Z-56-20-4, initially signed the nearby neighbors' petition to oppose the development, which would have required a super majority of the City Council to approve the project. The owner of Icon later informed neighbors that he rescinded his opposition after Trinsic's representative told him that the development would increase the value of nearby multi-family properties, including Icon.

[13] Ethics Handbook at 4 § II(A)(7), Phoenix City Code Ch. 2, Art. II, Section 2-52(A)(4), A.R.S. § 38-502(1).

[14] A.R.S. § 38-503(B), adopted by reference by Ethics Handbook at 7, § II(D).

[15] Ethics Handbook at 7 § II(D)(2).

The board member owns property in close proximity to property subject to the board's approval of a zoning or license application that may affect the value of the board member's property.[16]

This is exactly the conflict of interest presented by Mr. Jones' ownership and current offer for sale of the three nearby commercial properties when he considered Trinsic's request to rezone a nearby property. Yet, despite Mr. Jones' long-standing tenure on the Alhambra VPC, he did not file a conflict form or recuse himself from considering Trinsic's rezoning request in Z-56-20-4.

4. Mr. Jones' violation of the Ethics Handbook, City Code, and Arizona Statute by participating in Trinsic's rezoning request despite his undisclosed conflict of interest is compounded by his actions as the purported president of of the Pierson Place Neighborhood Association.

Although Mr. Jones has not lived in Pierson Place for many years, at one time, he was the president of the Pierson Place Neighborhood Association. Although no elections have been held since 2016, contrary to the association bylaws, Mr. Jones continues to claim to be the president of the association or of Pierson Place Historic District and continues unilaterally to hold meetings and to appoint board members from time to time.

Although Trinsic told the Alhambra VPC that it had met with surrounding property owners at Pierson Place Neighborhood Association meetings, the Z-56-20-4 development was not on the agendas of and no neighbors to whom I spoke remembered any meetings discussing the project before the Alhambra VPC meeting. Several neighbors meant to sign up to speak against Z-56-20-4 at the January 26, 2021 Alhambra VPC meeting, but were not allowed to do so due to a technical error. By this time, if Mr. Jones had any relationship with the property owners around the development, he should have known that many opposed the project. Mr. Jones did not move to continue the meeting.

Several neighbors spoke against the project at the February 4, 2021 Planning Commission Meeting. Shortly after the Commission approved the rezoning request, a neighboring landowner, Ron Szmatowicz, appealed the decision to the City Council. The City Council was scheduled to hear the appeal in Z-56-20-4 on March 3, 2021.

Mr. Jones then called a meeting of the Pierson Place Neighborhood Association to be held on February 26, 2021, The Z-56-20-4 case was not on the agenda that Mr. Jones published for the February 26, 2021 meeting. However, Trinsic's attorneys were present and spoke at the meeting. Mr. Jones did not invite Mr. Szmatowicz or any of the neighbors who opposed the project to speak at the February 26, 2021 meeting.

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[16] Ethics Handbook at 8 § II(D)(3)(a) (emphasis added).

Mr. Jones has repeatedly and enthusiastically given public support for Trinsic's rezoning request. Mr. Jones' continued support of the project, despite his undisclosed conflict of interest, violates the City Code's ethics policy, which provides in relevant part:

> It is the policy of the City of Phoenix to uphold, promote and demand the highest standards of ethics from all of its . . . board members [and] volunteers. Accordingly, all City . . . board members [and] volunteers must maintain the utmost standards of personal integrity, truthfulness, honesty and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, and never use their City position or power for improper personal gain.[17]

Mr. Jones' participation in Trinsic's attempt to rezone this parcel, despite his undisclosed conflict of interest, seriously undermines my neighbors' and my confidence in the integrity and fairness of the process by which Trinsic's rezoning request has been approved to date.

5. Conclusion

After I learned more about the project from Trinsic's presentation at the Planning Commission meeting, I opposed it because I do not believe such a dense project is appropriate for the interior of a neighborhood that consists mostly of single-family homes, especially on the border of two historic neighborhoods. After filing a letter in opposition, I learned of the procedural concerns detailed in this letter.

Mr. Jones' lengthy tenure on the Alhambra VPC makes his ethics violation particularly egregious. He absolutely should have known better. It appears that Mr. Jones' extensive involvement in City of Phoenix politics has engendered hubris that should disqualify him from continuing public volunteer activities, especially since he apparently believes his volunteer activities should produce a private financial benefit.

This letter does not concern the merits of Trinsic's rezoning application, which the City should determine in due course. Regardless of the outcome of Trinsic's rezoning application, however, the process should be fair and above-board. I trust my neighbors, Trinsic, and, in due course, the City Council to do the right thing.[18]

---

[17] Phoenix City Code, Ch. 2, Art. II, § 2-52(B).

[18] Neither A.R.S. § 38-503, the Phoenix City Code, nor any Arizona common law says what should be done with a board's decision if one of the board's members violated conflict-of-interest statutes and municipal administrative codes by participating in the decision. Some courts from other states have found that the conflict of interest so taints the decision-making process that the decision must be voided; courts from other states have found that the conflict can be cured by an independent review. *See Hantges v. City of Henderson,* 121 Nev. 319, 113 P.3d 848, 852 (2005) (Nevada Supreme Court's discussion and citation of various states' cases). Because Mr. Jones' conflict so permeated the process before the Alhambra VPC meeting, the City Council may consider resubmission to the Alhambra VPC if Trinsic and neighbors who oppose the project are unable to resolve their dispute.

This inquiry is filed pursuant to Ethics Handbook § IV(C), Phoenix City Code Ch 2, Art. II, § 2-53(F) with a request that the City of Phoenix Ethics Commission initiate an inquiry pursuant into Mr. Jones' conflict of interest in supporting and voting to approve Trinsic's rezoning application in Z-56-20-4 pursuant to Phoenix City Code Ch. 2, Art. II, § 2-53(H) and (I).

Respectfully yours,

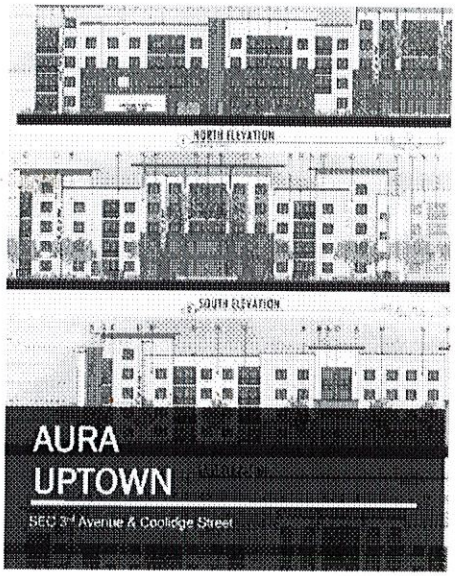
Diane Mihalsky

C: Councilperson Laura Pastor
Ron Szmatowicz
Jason B. Morris, Esq., Withey Morris PLC
Charley Jones/Corridor

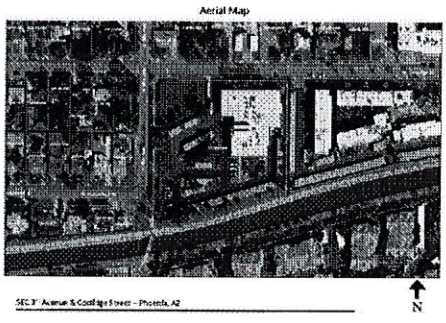
Exhibit 1

(1)

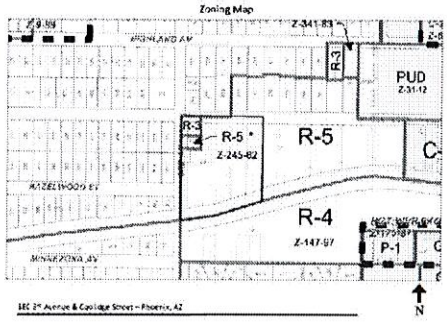
Aura Uptown



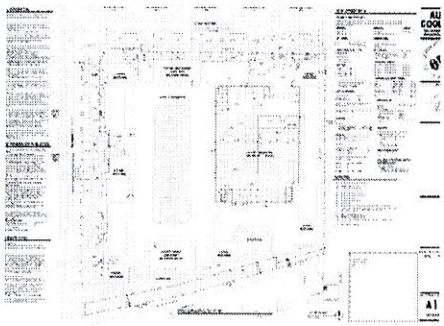
Project Narrative



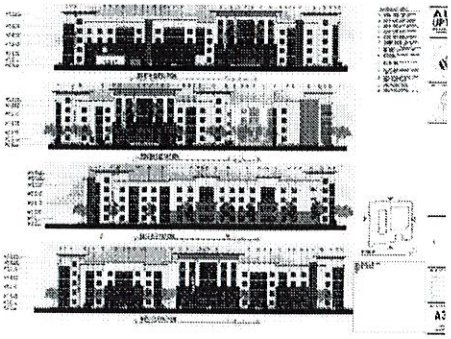
Aerial Map



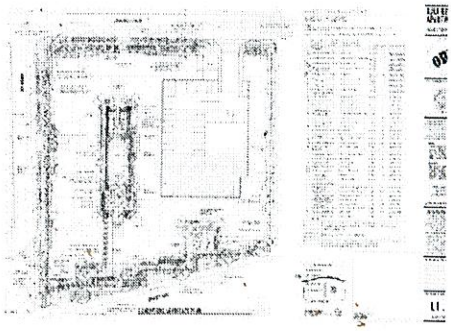
Zoning Map



Site Plan



Elevations



Landscape Plan

printed 3/9/2021

Aura Uptown

Phoenix, AZ 85013

City of Phoenix Zoning Case No. Z-56-20

A Trinsic Residential Group Development

Exhibit 2

Alhambra
VILLAGE PLANNING COMMITTEE

(2)

Village Planning Committee Meeting Summary
Z-56-20-4

Date of VPC Meeting	January 26, 2021
Request From	R-3 and R-5
Request To	WU Code T5:5 UT
Proposed Use	Multifamily Residential
Location	Southeast corner of 3rd Avenue and Coolidge Street
VPC Recommendation	Approve per staff recommendation
VPC Vote	**15-1-0**, motion passes with Farina, Ammon, Ender, Fitzgerald, Adams, Keyser, Kreitor, LeBlanc, Sanchez, Jones, Solorio, McCabe, Bryck, Vice Chair Williams, and Chair Shore in favor; Smith in dissent; and none in abstention.

VPC DISCUSSION & RECOMMENDED STIPULATIONS:

One speaker card was received on this item from an individual wishing to speak in opposition to the request.

During this item, Becker was unavailable by audio or video and did not vote on the item. For the purpose of the vote, he is considered absent reducing the quorum to 16 members (10 being needed for a quorum).

STAFF PRESENTATION

Klimek, staff, provided an overview of the site, the request, the proposal, and the recommendation. Located at the southeast corner of 3rd Avenue and Coolidge Street, the site is currently occupied by an office complex, and the request is to rezone the property from R-3 and R-5 to the Walkable Urban Code Transect 5:5 Uptown to allow for multifamily redevelopment. The site is within 0.25 miles of light rail, multiple schools, and immediately adjacent to both the Phoenix Sonoran Bikeway (3rd Avenue) and the Grand Canal which position the property at the junction of two major bicycle routes.

The request is consistent with the General Plan Land Use Map designation of Residential 15+ dwelling units per acre and with the Transit Oriented

Development Strategic Policy Framework which is identified as supporting intensity of 2 to 5 stories and up to 7 when certain bonus criteria are met. Further, the proposal will advance the Canalscape Catalyst Project identified in the Uptown Transit Oriented Development Policy Plan.

The proposal for a 4 story multifamily complex with 218 units includes shaded and detached sidewalks along 3rd Avenue and Coolidge Street and "frontage types" to activate the streetscape environment. The elevations and conceptual site plan depict measures to engage and activate the Grand Canal including frontage types oriented to the canal, plazas and amenities between the building and the canal, and low walls designed to embrace the waterfront.

Staff is recommending approval, subject to 13 stipulations, on the basis of the request being consistent and aligned with the recommendations of the Phoenix General Plan, the TOD Strategic Policy Framework, the Uptown TOD Policy Plan, and the Housing Phoenix Plan.

Stipulation Nos. 1 – 5 seek to promote a strong interface with the Grand Canal. Stipulations Nos. 6 – 8 seek to promote a safe and comfortable environment for pedestrians and bicyclists. Stipulation Nos. 9 – 13 include standard language pertaining to street improvements, removing the site from the special flood hazard area, aviation disclosures, and archaeology.

APPLICANT PRESENTATION

Jason Morris, of Withey Morris, introduced himself, his client, the project, and the change happening in this area. Trinsic Residential has done many projects throughout the region and their investment model is to hold their properties long term due, in large part to their ownership structure which includes the Texas Teachers' Retirement Fund.

The property is currently an office complex but its tenant, the Donor Network of Arizona, has relocated to Tempe. There is a concentration of multifamily development here because of the urban core, because of the transit overlay, and because of the transportation patterns in the area. The developer views this location as an excellent opportunity for multi-modal transportation with the adjacency to the Grand Canal, the Phoenix Sonoran Bikeway, and the light rail along Central Avenue. Unlike the nearby multifamily residential projects, these projects did not embrace the canal nor their street frontages. The subject site currently is entitled for 4 story multifamily development, the developer is seeking to transition this entitlement to the Walkable Urban Code to yield a better and more context-appropriate project.

Multiple city adopted policies call for this level of intensity at this location including the General Plan, the Transit Oriented Strategic Policy Framework, and the Uptown Transit Oriented Development Policy Plan. The location is ideal to

leverage the city's investment in the light rail and in the Canalscape improvements and the project is designed to embrace these policies and investments.

The Walkable Urban Code is a newer zoning category that is much more restrictive or directive in terms of the types of things that should be done in the project while also being more flexible in other ways. He then provided an overview of the site plan and renderings focusing on the street environment, the canal interface designed to create more eyes and interaction onto this waterfront, and the building architecture which includes offsets, recesses, and a variety of materials to break up the mass of the building. The project is designed with units wrapped around the parking structure which will not be visible from the perimeter.

Through the neighborhood outreach efforts which included an additional meeting with the Pierson Place Historic Neighborhood, stakeholders raised a series of concerns and the plan responds to these as follows:

- On Street Parking. Parking is provided in excess to the amount required by code. To reduce the likelihood of street parking, the project was designed to make street parking less convenient than garage parking for future tenants. As a buy-hold builder, tenant retention is important to the ownership group they are therefore conscious that parking must be sufficient. Further, the applicant has agreed to work with the city to prohibit on street parking along the 3rd Avenue and Coolidge Street frontages.
- Traffic. The development is served by a single-point of vehicular access located at the far northeast corner of the site to reduce westbound traffic through the neighborhood and to reduce vehicle conflicts with the bikeway.
- Height. The site is currently permitted to build 48 feet and four stories and the request for 56 feet and four stories is intended to allow for higher ceiling heights. The increase in height from 48 to 56 feet will be imperceptible from ground level and produce a significantly better project.
- Publicly Accessible Open Space. The plan includes a public amenity area in the southwest corner of the site with a bicycle fix-it station, bike racks, seating, and shade. The plan also includes publicly accessible lawn areas and seating along the canal frontage with lush landscaping and a pedestrian connection into the project.
- Trash Collection. Waste collection will be provided by a private contractor with all dumpsters located within the parking structure which will reduce noise.

He concluded by reiterating that the site is permitted for high density multifamily currently, how the project embraces alternative transportation as an amenity in a manner consistent with city policy and investments, and will create an enhanced canalscape including an active interface with publicly accessible open space and amenities.

QUESTIONS FROM THE COMMITTEE

Solorio: Does the project include affordable units?

- **Morris:** No, while there is a need in the region, there is currently no affordable housing program which would provide an even approach. If such a program were in place, the applicant would participate.

Adams: What are the price-points for units, the size of units, and the projected impact on nearby property values?

- **Morris:** The units will rent from $1,300 – $2,000. The project includes a mix of unit sizes. Trinsic has studied the issue of property values in the vicinity of their projects and has found that their projects produce an increase in values beyond the increase projected by the market baseline. He added that this trend is not universal for all multifamily projects but because Trinsic is in it for the long-haul, their projects are well-designed, well-managed, and well-maintained long term.
- **Adams:** Expressed concern over how the landscaping and architectural design elements will likely be unsuccessful in breaking up the mass of the building in reality.

Smith: Is this a 4 or 5 story building, is there an opportunity to reduce the height of the building, and are they concerned about security with the site being so open to the canal? She added concern that parking does not seem sufficient and noted that it will likely spill over into the neighborhood.

- **Morris:** There will be a limited number of premium units that have an interior staircase to a mezzanine level; that the applicant recognizes that parking is an important consideration for long-term tenant retention and has therefore studied the topic extensively; and that, while the project does place more eyes on the canal, security measures include a perimeter fence, access controlled gates, and all perimeter doors to the building being locked.

  The site is zoned for high-intensity multifamily, identified for high-intensity residential in the General Plan, located nearly adjacent to the light rail, and along two major alternative-transportation routes and the proposal embraces these concepts utilizing the Walkable Urban Code which is recommended for these types of circumstances. Change can be challenging especially when it comes from "left field" but all publicly accessible policy points to this being an area to accommodate growth. He concluded this point by sharing that there are no single-family, owner occupied homes north of Coolidge, and that the applicant has worked extensively with owners west of the subject site to resolve concerns.

  The development will include security measures such as a perimeter fence, access-controlled gates, and all perimeter doors to the building being locked.

Ammon: What improvements are proposed at the 3rd Avenue bridge over the canal, do the ground floor units have direct street access, is open space being provided beyond code requirements, and does the project include photovoltaic energy productions?

- **Morris:** There will be an open masonry portal that will further enhance and complement the canalscape improvements. The ground floor units along 3rd Avenue and Coolidge Street have stoop and doorwell frontages and the lobby will be a storefront. The project will have 12 percent open space compared to the 5 percent required by code. To reduce the potential for overflow parking and interference with the bikeway, they will work with the city to prohibit on street parking.
- **Gosselink:** Todd Gosselink introduced himself as the developer and explained that they are proud to include a photovoltaic array on the building. One of their earlier projects, Aura Watermark, on the north shore of Tempe Town Lake included a $150,000 solar array and was the first market-rate, multifamily project, in Arizona to include solar energy. They currently have a project at Central Avenue and Indianola Avenue with a $750,000 solar array. Trinsic recognizes the value of solar as long term investors and this project will have a $750,000 – $1,000,000 solar array on the rooftop in addition to other efficiency enhancements.

PUBLIC COMMENTS

Frank Paoletti introduced himself and state that he lives on Coolidge Street west of the subject site and has livered there for 22 years and knew some of the original owners. He expressed concerns related to parking, safety, and traffic noting that Coolidge does not have sidewalks west of 3rd Avenue. He asked whether the streets, sewers, and other infrastructure can accommodate another 218 units and 436 cars daily.

APPLICANT RESPONSE

Morris responded that traffic and on street parking had been early concerns from the neighborhood and the plan had been revised to address these issues. He added that code could have required less parking but, given its importance to retaining tenants, the plan includes structured parking in excess of that required by code. Regarding traffic, the site is zoned for high-intensity development and is developed as an office complex, and therefore, the proposed multifamily complex will replace traffic and infrastructure impacts already present on the site.

FLOOR/PUBLIC COMMENT CLOSED: DISCUSSION, MOTION AND VOTE

Motion

Bryck moved to approve the request per staff recommendation. **McCabe** seconded the motion.

VOTE: 15-1-0, motion passes with Farina, Ammon, Ender, Fitzgerald, Adams, Keyser, Kreitor, LeBlanc, Sanchez, Jones, Solorio, McCabe, Bryck, Vice Chair Williams, and Chair Shore in favor; Smith in dissent; and none in abstention.

VPC RECOMMENDED STIPULATIONS

1. The south facing mass of the building(s) oriented to the Grand Canal shall incorporate Walkable Urban Code Frontage Types described in Section 1305 for a minimum 40 percent of the building face(s), as approved by the Planning and Development Department. For the purpose applying the above provisions, the above shall be treated as a Secondary Frontage with regard to glazing.

2. The south facing mass of the building(s) oriented to the Grand Canal shall contain architectural embellishments, design detailing, and / or space programming to activate and provide visual access onto the canal, as approved by the Planning and Development Department. Examples of appropriate enhancements may include textural changes, offsets, recesses, variation in window size and location, overhang canopies, balconies with a depth greater of than 3 feet, and amenities such as gathering spaces.

3. Between the southern mass of the building and the south property line (the Grand Canal right-of-way), the developer shall plant minimum 3-inch caliper, large canopy shade trees, at a minimum frequency of 25 feet on center or in equivalent groupings, as approved or modified by the Planning and Development Department.

4. The provisions of Section 1310.A.2 of the Phoenix Zoning Ordinance shall apply to require shaded open space of which a minimum 50 percent shall be situated adjacent to the south property line (the Grand Canal right-of-way), as approved or modified by the Planning and Development Department.

5. No solid perimeter wall greater than 36 inches in height shall be oriented to and located within 30 feet of the south property line (the Grand Canal right-of-way), as approved by the Planning and Development Department.

6. The developer shall provide traffic calming to slow vehicle traffic exiting the property with specific regard to pedestrian safety on the public sidewalk, as approved by the Planning and Development Department.

7. The developer shall provide a minimum of two direct and accessible pedestrian connections from the amenity areas located south of the building mass to the shared use path along the Grand Canal Trail, as approved by the Planning and Development Department.

8. The developer shall provide and maintain the following bicycle infrastructure as

described below and as approved by the Planning and Development Department.

a. A bicycle repair station (fix-it station) along the southern edge of the site, visible, and accessible from the public sidewalk and / or the Grand Canal Trail. The station shall include but not limited to: standard repair tools affixed to the station; a tire gauge and pump; and a bicycle repair stand which allows pedals and wheels to spin freely while adjusting the bike.

b. All required bicycle parking for multifamily use, per Section 1307.H.6.d of the Phoenix Zoning Ordinance, shall be secured parking.

c. Guest bicycle parking for multifamily residential use shall be provided at a minimum of 0.05 spaces per unit with a maximum of 50 spaces near entrances of buildings and installed per the requirements of Section 1306.H. of the Phoenix Zoning Ordinance.

9. The developer shall construct all streets within and adjacent to the development with paving, curb, gutter, sidewalk, curb ramps, streetlights, median islands, landscaping and other incidentals as per plans approved by the Planning and Development Department. All improvements shall comply with all ADA accessibility standards.

10. This parcel is in a Special Flood Hazard Area (SFHA) called Zone A, on panel 1740 L of the Flood Insurance Rate Maps (FIRM) dated October 16, 2013. The following requirements shall apply, as approved by the Planning and Development Department:

a. The Architect/Engineer is required to show the floodplain boundary limits on the Grading and Drainage plan and ensure that impacts to the proposed facilities have been considered, following the National Flood Insurance Program (NFIP) Regulations (44 CFR Paragraph 60.3); this includes, but not limited to provisions in the latest versions of the Floodplain Ordinance of the Phoenix City Code.

b. A copy of the Grading and Drainage Plan shall be submitted to the Floodplain Management section of Public Works Department for review and approval of Floodplain requirements.

c. The developer shall provide a FEMA approved CLOMR-F or CLOMR prior to issuance of a Grading and Drainage permit.

11. The property owner shall record documents that disclose the existence, and operational characteristics of Phoenix Sky Harbor Airport to future owners or tenants of the property. The form and content of such documents shall be

according to the templates and instructions provided which have been reviewed and approved by the City Attorney.

12. The developer shall grant and record an avigation easement to the City of Phoenix for the site, per the content and form prescribed by the City Attorney prior to final site plan approval.

13. In the event archaeological materials are encountered during construction, the developer shall immediately cease all ground-disturbing activities within a 33-foot radius of the discovery, notify the City Archaeologist, and allow time for the Archaeology Office to properly assess the materials.

Exhibit 3

(3)

Corridor Living, LLC

Quality Residences
in the Central Corridor

Phoenix, Arizona

Home Page

Properties

Neighborhoods

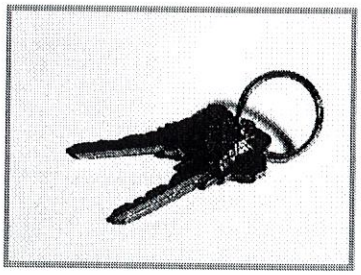
Customize Your House

Maintenance

About Us

Contact Us

Available Properties



About Us

Locally owned and focused at Central & Camelback.

Charley Jones grew up in the Uptown area and started Corridor Living in 1987. He knows the residents, houses, neighborhoods, and long-term history of the area. With his experience and expertise, Corridor delivers exceptional product, value and stability in this area of Phoenix. For over 25 years, Corridor has provided exceptional homes to its customers.

In addition, Charley volunteers 25% of his time working closely with the City of Phoenix to improve Uptown neighborhoods and the surrounding area. He chaired the Alhambra Village Planning Committee for 6 years (member now), is a member of Mayor Gallego's Neighborhood Advisory Committee, past President of Community Alliance of Seventh Avenue for 4 years, past President of the Seventh Avenue Merchant's Association, member of Phoenix Infill Development Advisory Board, member of Uptown Phoenix TOD Steering Committee, and has been President of Pierson Place Historic District (currently) for almost 20 years.

Charley's mission is to continuously improve and enhance the Uptown neighborhoods, keep crime at the lowest levels in the City, and ultimately improve the quality of life for Corridor customers.

Living in the Corridor, **deal with a professional dedicated owner!**

printed March 10, 2021



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Exhibit 4

4

ENTITY INFORMATION

Search Date and Time: 3/7/2021 5:10:42 PM

Entity Details

Entity Name:	CORRIDOR LIVING, L.L.C.	**Entity ID:**	L08275749
Entity Type:	Domestic LLC	**Entity Status:**	**Active**
Formation Date:	12/24/1997	**Reason for Status:**	In Good Standing
Approval Date:	12/24/1997	**Status Date:**	
Original Incorporation Date:	12/24/1997	**Life Period:**	Perpetual
Business Type:	Real Estate Matters	**Last Annual Report Filed:**	
Domicile State:	Arizona	**Annual Report Due Date:**	
		Years Due:	
Original Publish Date:	2/9/1998		

Statutory Agent Information

Name:	WAS INC	**Appointed Status:**	Active
Attention:			
Address:	9141 E HIDDEN TRAIL , SCOTTSDALE, AZ 85255, USA		
Agent Last Updated:	3/11/2019	**E-mail:**	
Attention:		**Mailing Address:**	9141 E HIDDEN TRAIL , SCOTTSDALE, AZ 85255, USA
County:	Maricopa		

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Manager	CHARLES M JONES		198 W MARIPOSA STE 7, PHOENIX, AZ, 85013, Maricopa County, USA	5/24/2004	3/11/2019

Member	CMJ Trust U/T/A dated December 11, 2018	198 W MARIPOSA STE 7, PHOENIX, AZ, 85013, Maricopa County, USA	3/1/2019	3/11/2019

Page 1 of 1, records 1 to 2 of 2

Address

Attention:	**Address:** 198 W MARIPOSA STE 7, PHOENIX, AZ, 85013, USA	**County:** Maricopa	**Last Updated:**

Entity Principal Office Address

Attention:	**Address:**	**County:**	**Last Updated:**

Back | Return to Search | Return to Results

Document History | Name/Restructuring History | Pending Documents | Microfilm History

Exhibit 5

11 W COOLIDGE ST PHOENIX 85013

5

10/20/2020

155-29-030

Rental Parcel

This is a Residential parcel located at 11 W COOLIDGE ST PHOENIX 85013. The current owner is CORRIDOR LIVING LLC. It is located in the SUBURBAN ACRES subdivision, and MCR 1322. Its current year full cash value is $447,300.

MAPS | PICTOMETRY | $ VIEW/PAY TAX BILL | DEED

OWNER | VALUATIONS | ADDITIONAL INFO | SKETCHES

MAP FERRET | RENTAL INFO

PROPERTY INFORMATION

11 W COOLIDGE ST PHOENIX 85013

MCR #	1322
Description	SUBURBAN AC LOTS 1 & 2 W 60' OF E 175'
Long/Lat	33.50424898 | -112.07444404
Lot Size	12,450 sq ft.
Zoning	C-2
Lot #	2
High School District	PHOENIX UNION #210
Elementary School District	OSBORN ELEMENTARY SCHOOL DISTRICT
Local Jurisdiction	PHOENIX
S/T/R ⓘ	20 2N 3E
Market Area/Neighborhood	18/003
Subdivision (30 Parcels)	SUBURBAN ACRES

OWNER INFORMATION

CORRIDOR LIVING LLC

Mailing Address	198 W MARIPOSA ST STE 7, PHOENIX, AZ 85013
Deed Number	070906934
Last Deed Date	08/13/2007
Sale Date	n/a
Sale Price	n/a

VALUATION INFORMATION

We provide valuation information for the past 5 years. For mobile display, we only show 1 year of valuation information. Should you need more data, please look at our data sales.

The Valuation Information displayed below may not reflect the taxable value used on the tax bill due to any special valuation relief program. CLICK HERE TO PAY YOUR TAXES OR VIEW YOUR TAX BILL

Tax Year	2022	2021	2020	2019	2018
Full Cash Value ⓘ	$447,300	$360,600	$287,500	$248,800	$201,300
Limited Value ⓘ	$110,957	$105,673	$100,641	$95,849	$91,285
Legal Class	4.2	4.2	4.2	4.2	4.2
Description	RESIDENTIAL RENTAL	RESIDENTIAL RENTAL	RESIDENTIAL RENTAL	RESIDENTIAL RENTAL	RESIDENTIAL RENTAL
Assessment Ratio	10.0%	10.0%	10.0%	10.0%	10.0%
Assessed LPV	$11,096	$10,567	$10,064	$9,585	$9,129
Property Use Code	8640	8640	8640	8640	8640
PU Description	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence
Tax Area Code	081300	081300	081300	081300	081300
Valuation Source	Notice	Notice	Notice	Notice	Notice

ADDITIONAL PROPERTY INFORMATION

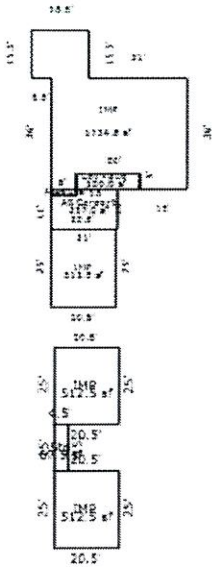
Additional property data.

Description	Imp #	Occupancy	Rank	CCI	Age	Sq Ft.
Single-Family Residence	000101	351	1	C	69	512
Single-Family Residence	000201	351	1	C	69	512
Single-Family Residence	000301	351	1	C	69	512
Single-Family Residence	000401	351	1	C	69	1,735

Construction Year	
Weighted Age	
Improvement Quality	()
Pool	No
Living Area	0 sq ft.
Patio(s)	Covered: | Uncovered:
Exterior Wall Type	
Roof Type	
Bath Fixtures	
Garage Stalls	0
Carport Stalls	0

BUILDING SKETCHES

Sketches that illustrate the external dimensions of a property.



MAP FERRET MAPS

Mapferret maps, also known as MapId maps, pdf maps, or output maps are now available here without having to search.

- **Parcel Maps (1)**
- **Subdivision Maps (1)**
- **MCR Maps (1)**
- **Book/Map Maps (1)**

RENTAL INFORMATION

Property owner: CORRIDOR LIVING, LLC
If the owner name, mailing address, or parcel address listed below is incorrect, please contact our office at (602) 506-3406 to speak to one of our service professionals.

Situs Address	11 W COOLIDGE ST PHOENIX 85013
Property Type	MFR
Legal Class	4.2

Year Built	1946
Ownership Type	PROPERTY OWNER(s)
Owner Mailing Address	198 W MARIPOSA STE 7 PHOENIX,AZ 85013
Owner Phone	(602) 359-5095
Business Contact Name	
Business Contact Address	,
Business Contact Phone	
Agent Name	
Agent Address	
Agent Phone	
Registered	01/01/1900
Last Update	01/01/1900

CAUTION! USERS SHOULD INDEPENDENTLY RESEARCH AND VERIFY INFORMATION ON THIS WEBSITE BEFORE RELYING ON IT.

The Assessor's Office has compiled information on this website that it uses to identify, classify, and value real and personal property. Please contact the Maricopa County S.T.A.R. Center at (602) 506-3406 if you believe any information is incomplete, out of date, or incorrect so that appropriate corrections can be addressed. Please note that a statutory process is also available to correct errors pursuant to Arizona Revised Statutes 42-16254.

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Exhibit 6

21 W COOLIDGE ST PHOENIX 85013



10/20/2020

155-29-031 **Commercial Parcel**

This is a Commercial parcel located at 21 W COOLIDGE ST PHOENIX 85013. The current owner is CORRIDOR LIVING LLC. It is located in the SUBURBAN ACRES subdivision, and MCR 1322. Its current year full cash value is $299,700.

MAPS | PICTOMETRY | $ VIEW/PAY TAX BILL | DEED | OWNER | VALUATIONS | ADDITIONAL INFO | MAP FERRET | SIMILAR PARCELS

PROPERTY INFORMATION

21 W COOLIDGE ST PHOENIX 85013

MCR #	1322
Description	SUBURBAN ACRES MCR 13/22 LOTS 1 & 2 E 50F OF W 1 00F EX N 2.5F OF LOT 2 PER/DKT 11325/567
Long/Lat	33.50438699 | -112.07463297
Lot Size	10,075 sq ft.
Zoning	C-2
Lot #	2
High School District	PHOENIX UNION #210
Elementary School District	OSBORN ELEMENTARY SCHOOL DISTRICT
Local Jurisdiction	PHOENIX
S/T/R ⓘ	20 2N 3E
Market Area/Neighborhood	00/

Subdivision (30 Parcels)	SUBURBAN ACRES

OWNER INFORMATION

CORRIDOR LIVING LLC

Mailing Address	198 W MARIPOSA ST SUITE 7, PHOENIX, AZ 85013
Deed Number	150043900
Last Deed Date	01/22/2015
Sale Date	n/a
Sale Price	n/a

VALUATION INFORMATION

We provide valuation information for the past 5 years. For mobile display, we only show 1 year of valuation information. Should you need more data, please look at our data sales.

The Valuation Information displayed below may not reflect the taxable value used on the tax bill due to any special valuation relief program. CLICK HERE TO PAY YOUR TAXES OR VIEW YOUR TAX BILL

Tax Year	2022	2021	2020	2019	2018
Full Cash Value ⓘ	$299,700	$297,300	$293,900	$271,300	$260,000
Limited Value ⓘ	$195,762	$186,440	$177,562	$169,107	$161,054
Legal Class	M	M	M	M	M
Description	MIXED LEGAL CLASS	MIXED LEGAL CLASS	MIXED LEGAL CLASS	MIXED LEGAL CLASS	MIXED LEGAL CLASS
Assessment Ratio	15.0%	15.0%	15.0%	15.0%	15.0%
Assessed LPV	$30,147	$28,712	$27,345	$26,042	$24,802
Property Use Code	1040	1040	1040	1040	1040
PU Description	Miscellaneous Commercial	Miscellaneous Commercial	Miscellaneous Commercial	Miscellaneous Commercial	Miscellaneous Commercial
Tax Area Code	081300	081300	081300	081300	081300

Valuation Source	Notice	Notice	Notice	Notice	Notice

ADDITIONAL PROPERTY INFORMATION

Additional property data.

Description	Imp #	Occupancy	Rank	CCI	Age	Sq Ft.
Storage Warehouse	000101	406	2	C	45	2,505
Single-Family Residence	000201	351	2	D	73	1,149

MAP FERRET MAPS

Mapferret maps, also known as MapId maps, pdf maps, or output maps are now available here without having to search.

- Parcel Maps (1)
- Subdivision Maps (1)
- MCR Maps (1)
- Book/Map Maps (1)

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Exhibit 7

4600 N. Central Ave



10/20/2020

155-29-028A

Commercial Parcel

This is a Commercial parcel located at 4600 N CENTRAL AVE PHOENIX 85012. The current owner is CORRIDOR LIVING LLC. It is located in the SUBURBAN ACRES subdivision, and MCR 1322. Its current year full cash value is $385,100.

MAPS | PICTOMETRY | $ VIEW/PAY TAX BILL | DEED

OWNER | VALUATIONS | ADDITIONAL INFO | MAP FERRET

SIMILAR PARCELS

PROPERTY INFORMATION

4600 N CENTRAL AVE PHOENIX 85012

MCR #	1322
Description	SUBURBAN ACRES MCR 13-22 E 115F LOT 1 EX N 45F ALSO STR OF LAND LY E OF SD LOT & W OF CENTRAL AVE EX PT DAF COM INT CENTRAL AVE & MINNEZONE AVE TH N 256.15F TH W 50F TO POB TH N 85D 40M W 8.81F TH N 70.09F TH E 8.78F TH S 70.76F TO POB P/F 07-1309574
Long/Lat	33.50416198 | -112.07416299
Lot Size	7,630 sq ft.
Zoning	C-2
Lot #	1
High School District	PHOENIX UNION #210
Elementary School District	OSBORN ELEMENTARY SCHOOL DISTRICT
Local Jurisdiction	PHOENIX
S/T/R ⓘ	20 2N 3E
Market Area/Neighborhood	00/

Subdivision (30 Parcels)	SUBURBAN ACRES

OWNER INFORMATION

CORRIDOR LIVING LLC

Mailing Address	198 W MARIPOSA STE 7, PHOENIX, AZ 85013
Deed Number	051911553
Last Deed Date	12/19/2005
Sale Date	n/a
Sale Price	n/a

VALUATION INFORMATION

We provide valuation information for the past 5 years. For mobile display, we only show 1 year of valuation information. Should you need more data, please look at our data sales.

The Valuation Information displayed below may not reflect the taxable value used on the tax bill due to any special valuation relief program. CLICK HERE TO PAY YOUR TAXES OR VIEW YOUR TAX BILL

Tax Year	2022	2021	2020	2019	2018
Full Cash Value ⓘ	$385,100	$382,100	$350,100	$355,900	$305,500
Limited Value ⓘ	$178,920	$170,400	$162,286	$154,558	$147,198
Legal Class	1.12	1.12	1.12	1.12	1.12
Description	COMMERCIAL / OTHER R/P	COMMERCIAL / OTHER R/P	COMMERCIAL / OTHER R/P	COMMERCIAL / OTHER R/P	COMMERCIAL / OTHER R/P
Assessment Ratio	18.0%	18.0%	18.0%	18.0%	18.0%
Assessed LPV	$32,206	$30,672	$29,211	$27,820	$26,496
Property Use Code	1120	1120	1120	1120	1120
PU Description	Retail	Retail	Retail	Retail	Retail
Tax Area Code	081300	081300	081300	081300	081300

Valuation Source	Notice	Notice	Notice	Notice	Notice

ADDITIONAL PROPERTY INFORMATION

Additional property data.

Description	Imp #	Occupancy	Rank	CCI	Age	Sq Ft.
0	0	0	0	0	0	0
3	3	3	3	3	3	3
2	2	2	2	2	2	2
D	D	D	D	D	D	D
R	R	R	R	R	R	R
7	7	7	7	7	7	7
3	3	3	3	3	3	3

MAP FERRET MAPS

Mapferret maps, also known as MapId maps, pdf maps, or output maps are now available here without having to search.

- **Parcel Maps (1)**
- **Subdivision Maps (1)**
- **MCR Maps (1)**
- **Book/Map Maps (1)**

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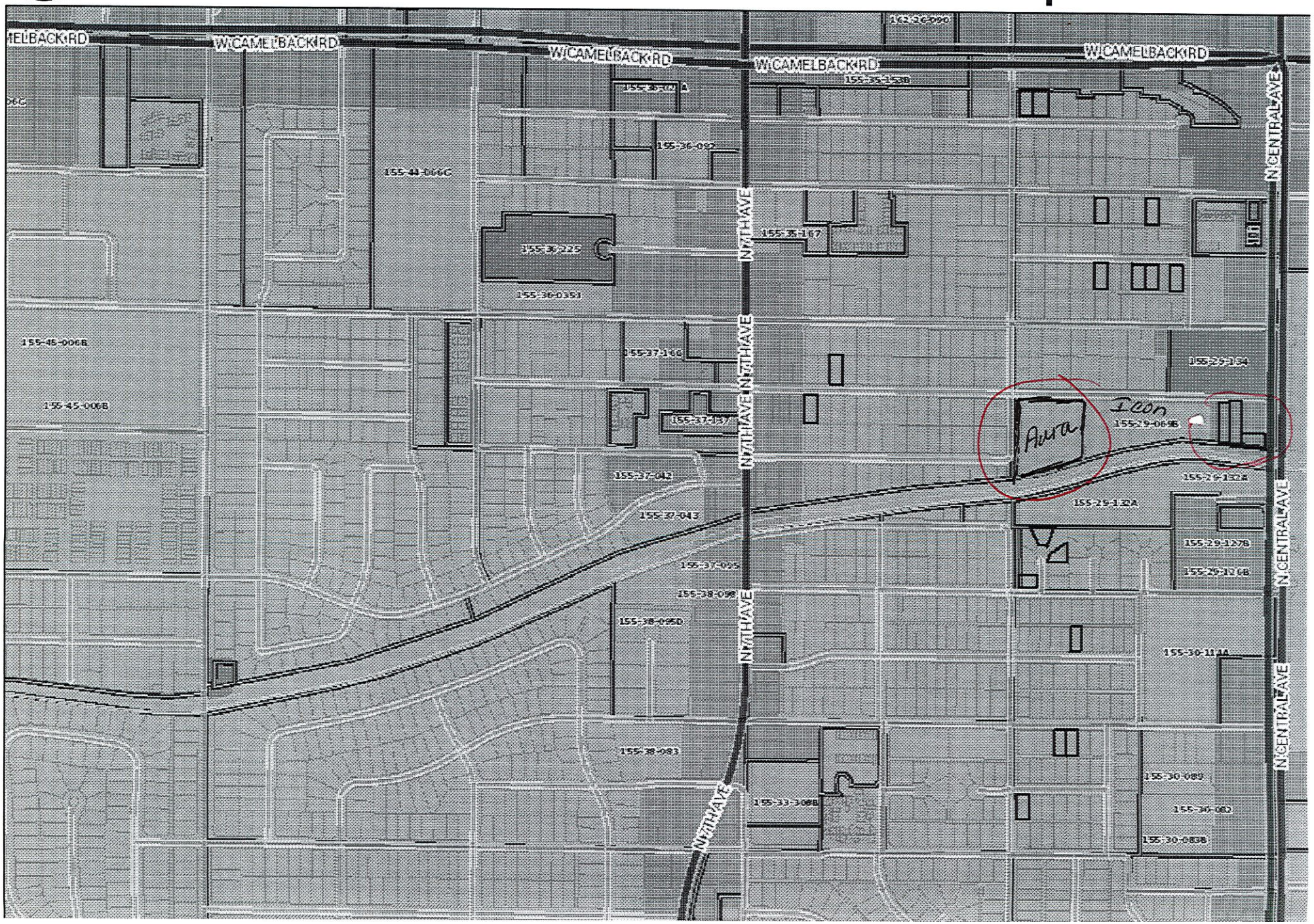
Exhibit 8

8

Charley Jones Property Holdings

Property Address	APN	Parcel Number	Owner	Mailing Address	DEED_DATE	SUBNAME	LAND_SIZE	CITY_JURISDICTION	COUNT_YEAR	LIVING_SPACE	TAX_YR_CUR	FCV_CUR	LPV_CUR	TAX_YR_PREV	FCV_PREV	LPV_PREV
137 W PIERSON ST PHOENIX 85013	11528013	155-28-013	CORRIDOR LIVING LLC	198 W MARIPOSA ST SUITE 7 PHOENIX AZ 85013	January 7, 2014	DEL MONTE PARK	8,140	R-3 PHOENIX	1947	1,404	2022	291,600	152,444	2021	264,700	145,185
113 W PIERSON ST PHOENIX 85013	11528021	155-28-021	CORRIDOR LIVING LLC	198 W MARIPOSA ST STE 7 PHOENIX AZ 85013	Apr. 19, 2007	DEL MONTE PARK	8,140	R-3 PHOENIX	1947	1,208	2022	306,200	133,628	2021	276,000	127,265
137 W ELM ST PHOENIX 85013	11528039	155-28-039	CORRIDOR LIVING LLC	198 W MARIPOSA ST SUITE 7 PHOENIX AZ 85013	January 7, 2014	DEL MONTE PARK	8,186	R-3 PHOENIX	1947	1,790	2022	340,700	180,561	2021	310,300	171,963
119 W ELM ST PHOENIX 85013	11528045	155-28-045	CORRIDOR LIVING LLC	198 W MARIPOSA 7 PHOENIX AZ 85013	Apr. 23, 2013	DEL MONTE PARK	8,186	R-3 PHOENIX	1947	1,179	2022	305,200	134,892	2021	274,600	128,459
113 W ELM ST PHOENIX 85013	11528047	155-28-047	CORRIDOR LIVING LLC	198 W MARIPOSA ST SUITE 7 PHOENIX AZ 85013	January 7, 2014	DEL MONTE PARK	8,186	R-3 PHOENIX	1947	1,152	2022	259,800	136,403	2021	235,700	129,908
4500 N CENTRAL AVE PHOENIX 85012	11529028A	155-29-028A	CORRIDOR LIVING LLC	198 W MARIPOSA STE 7 PHOENIX AZ 85013	December 18, 2005	SUBURBAN ACRES	7,630	C-2 PHOENIX			2022	365,100	178,920	2021	382,100	170,400
11 W COOLIDGE ST PHOENIX 85013	11529030	155-29-030	CORRIDOR LIVING LLC	198 W MARIPOSA ST STE 7 PHOENIX AZ 85013	August 12, 2007	SUBURBAN ACRES	12,450	C-2 PHOENIX			2022	447,300	110,957	2021	360,600	105,673
21 W COOLIDGE ST PHOENIX 85013	11529031	155-29-031	CORRIDOR LIVING LLC	198 W MARIPOSA ST SUITE 7 PHOENIX AZ 85013	January 21, 2015	SUBURBAN ACRES	10,075	C-2 PHOENIX			2022	299,700	195,762	2021	297,300	186,440
4502 N VALERIE PL PHOENIX 85013	11529001	155-29-001	CORRIDOR LIVING LLC	198 W MARIPOSA ST STE 7 PHOENIX AZ 85013	Apr. 19, 2007	CENTRAL SQUARE	5,486	R1-6 PHOENIX	1952	1,634	2022	286,600	199,770	2021	273,700	190,257
4520 N VALERIE PL PHOENIX 85013	11529005A	155-29-005A	CORRIDOR LIVING LLC	198 W MARIPOSA ST SUITE 7 PHOENIX AZ 85013	January 7, 2014	CENTRAL SQUARE	8,242	R1-6 PHOENIX	1955	1,484	2022	287,000	151,994	2021	268,000	144,756
4511 N VALERIE PL PHOENIX 85013	11529007A	155-29-007A	CORRIDOR LIVING LLC	198 W MARIPOSA ST STE 7 PHOENIX AZ 85013	May 24, 2007	CENTRAL SQUARE	6,891	R1-6 PHOENIX	1956	1,302	2022	271,300	151,948	2021	256,200	144,712
212 W ROMA AVE PHOENIX 85013	11530012	155-30-012	CORRIDOR LIVING LLC	198 W MARIPOSA ST SUITE 7 PHOENIX AZ 85013	January 7, 2014	MYRTLE PARK	6,584	R1-6 PHOENIX	1941	1,366	2022	264,500	137,440	2021	249,000	130,895
223 W TURNEY AVE PHOENIX 85013	11530058	155-30-058	CORRIDOR LIVING LLC	198 W MARIPOSA STE 7 PHOENIX AZ 85013	September 2, 2013	TURNEY TRACT	7,458	R-3 PHOENIX			2022	281,200	72,360	2021	241,100	68,914
229 W TURNEY AVE PHOENIX 85013	11530060	155-30-060	CORRIDOR LIVING LLC	198 W MARIPOSA ST STE 7 PHOENIX AZ 85013	May 31, 2007	TURNEY TRACT	7,458	R-3 PHOENIX			2022	281,200	72,284	2021	241,200	68,842
229 W MONTECITO AVE PHOENIX 85013	11530080	155-30-080	CORRIDOR LIVING LLC	198 W MARIPOSA 7 PHOENIX AZ 85013	Apr. 23, 2013	TURNEY TRACT	7,457	R1-6 PHOENIX	1948	1,329	2022	299,600	149,034	2021	279,500	141,937
4201 N 4TH AVE NW PHOENIX 85013	11532075	155-32-075	CORRIDOR LIVING LLC	198 W MARIPOSA ST SUITE 7 PHOENIX AZ 85013	January 7, 2014	INDIAN PARK	7,484	R1-6 PHOENIX	1949	1,165	2022	247,300	121,079	2021	228,800	115,313
4202 N 5TH AVE NW PHOENIX 85013	11532134	155-32-134	CORRIDOR LIVING LLC	198 W MARIPOSA ST STE 7 PHOENIX AZ 85013	Apr. 19, 2007	INDIAN PARK	7,057	R1-6 PHOENIX	1949	1,286	2022	252,800	122,216	2021	231,800	116,396
600 W COOLIDGE ST PHOENIX 85013	11534026	155-34-026	CORRIDOR LIVING LLC	198 W MARIPOSA ST STE 7 PHOENIX AZ 85013	May 15, 2013	SOUTH PIERSON PLACE	8,568	R-3 PHOENIX	1944	1,023	2022	310,500	186,369	2021	277,200	177,494
643 W COOLIDGE ST PHOENIX 85013	11534071	155-34-071	CORRIDOR LIVING LLC	198 W MARIPOSA ST SUITE 7 PHOENIX AZ 85013	January 7, 2014	SOUTH PIERSON PLACE	8,843	R-3 PHOENIX	1944	1,176	2022	271,700	131,951	2021	246,800	125,668
101 W ELM ST PHOENIX 85013	11528051	155-28-051	CORRIDOR LIVING LLC	198 W MARIPOSA ST STE 7 PHOENIX AZ 85013	Apr. 19, 2007	DEL MONTE PARK	8,100	R-3 PHOENIX	1947	1,359	2022	280,600	153,030	2021	257,500	145,743
194 W MARIPOSA ST PHOENIX 85013	11528095	155-28-095	CORRIDOR LIVING LLC	198 W MARIPOSA ST STE 7 PHOENIX AZ 85013	August 12, 2007	STANLEY PLACE	9,745	R-3 PHOENIX			2022	396,600	109,406	2021	364,200	104,196
198 W MARIPOSA ST PHOENIX 85013	11528096	155-28-096	CORRIDOR LIVING LLC	198 W MARIPOSA STE 7 PHOENIX AZ 85013	January 10, 2002	STANLEY PLACE	9,745	R-3 PHOENIX			2022	638,700	171,829	2021	567,100	163,647
22 TOTAL PROPERTIES IN WEST MIDTOWN							4.138	ACERS		19,850		7,005,200	3,154,277		6,363,400	3,004,073

Map



W CAMELBACK RD
N 7TH AVE
N CENTRAL AVE
Aura
Icon
155-44-066C
155-45-006B
155-36-0351
155-37-042
155-37-043
155-38-083
155-29-132A
155-30-089
155-30-082
155-30-083B



Exhibit 9

Map

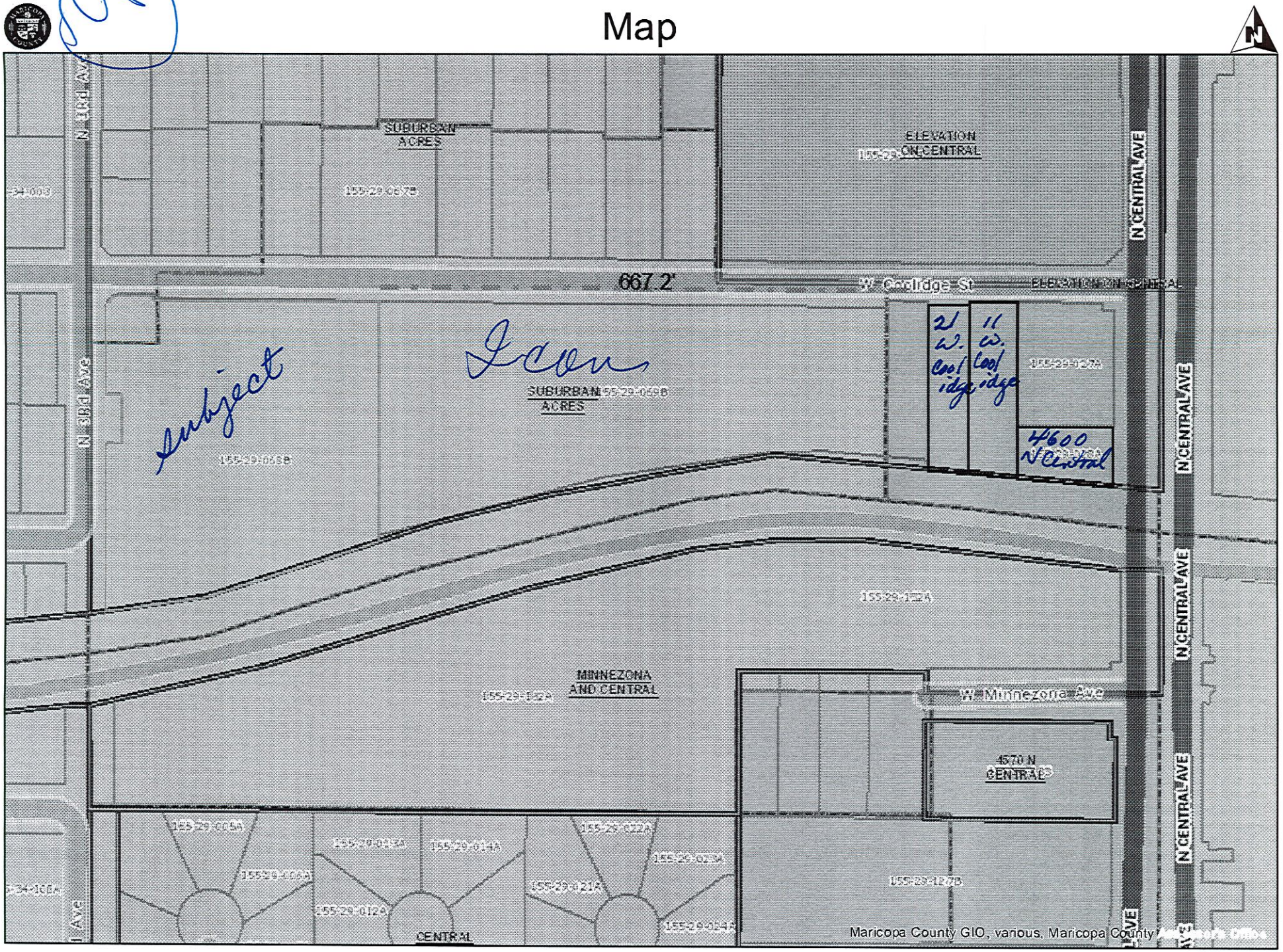


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Exhibit 10

LoopNet™ Help

4600 N Central Ave - Redevelopment Opportunity

0.69 Acres of Commercial Land Offered at $2,400,000 in Phoenix, AZ

Commercial Land / Arizona / Phoenix / 4600 N Central Ave, Phoenix, AZ 85012



ABOUT 4600 N CENTRAL AVE PHOENIX, AZ 85012

Price	$2,400,000	Property	Commercial

ORION INVESTMENT REAL ESTATE

4600 N Central Ave - Redevelopment Opportunity

0.69 Acres of Commercial Land Offered at $2,400,000 in Phoenix, AZ

1 LOT AVAILABLE

Lot

Price	$2,400,000	Lot Size	0.69 AC
Price Per AC	$3,466,705		

DESCRIPTION

Exclusively represented by ORION Investment Real Estate - Nick Miner, CCIM & JT Taylor

Amazing Redevelopment Opportunity located at '4600 N Central Ave' and '21 W Coolidge St' in Midtown Phoenix, Arizona. Potential land uses include Apartment, Senior Housing, Hotels, Retail, Office and more.

*C-2 Zoning Allows for Several Potential Uses including Apartment, Senior Housing, Hotels, etc.

*TOD Overlay Zoning

*Existing Income from Current Tenants to Provide Cash Flow for Entitlement Period

*Part of City of Phoenix Canalscape Program - Density Bonus Opportunity

*Walking Distance to Two Light Rail Stations

INVESTMENT HIGHLIGHTS

4600 N Central Ave - Redevelopment Opportunity

0.69 Acres of Commercial Land Offered at $2,400,000 in Phoenix, AZ

Walking Distance to Two Light Rail Stations

TOD Overlay Zoning

Part of City of Phoenix Canalscape Program - Density Bonus Opportunity

LINKS

Listing Landing Page

Drone Video

Property Listing

ATTACHMENTS

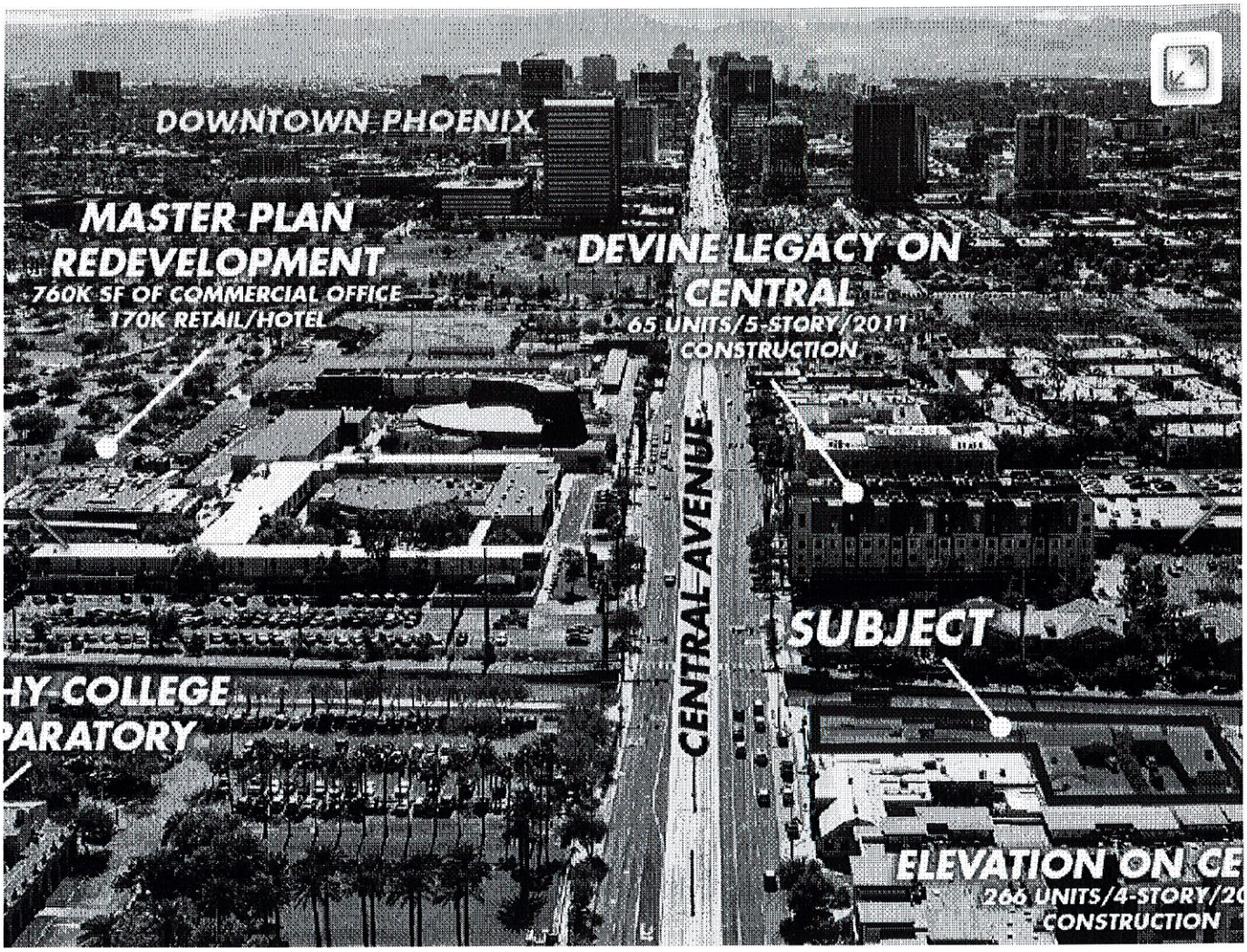
Sale Brochure ↓

EXECUTIVE SUMMARY

Exclusively represented by ORION Investment Real Estate - Nick Miner, CCIM & JT Taylor
Amazing Redevelopment Opportunity located at '4600 N Central Ave' and '21 W Coolidge St' in Midtown Phoenix, Arizona. Potential land uses include Apartment, Senior Housing, Hotels, Retail, Office and more.
*C-2 Zoning Allows for Several Potential Uses including Apartment, Senior Housing, Hotels, etc.
*TOD Overlay Zoning
*Existing Income from Current Tenants to Provide Cash Flow for Entitlement Period

4600 N Central Ave - Redevelopment Opportunity

0.69 Acres of Commercial Land Offered at $2,400,000 in Phoenix, AZ



WALK SCORE ®
Very Walkable (83)

BIKE SCORE ®
Very Bikeable (91)

ORION
INVESTMENT REAL ESTATE

4600 N Central Ave - Redevelopment Opportunity

0.69 Acres of Commercial Land Offered at $2,400,000 in Phoenix, AZ

ZONING

Zoning Code **C-2, Phoenix**

YOU MAY ALSO LIKE

NW Van Buren St & Sarival Ave - For Sale
Price Upon Request

The Land Property at 4600 N Central Ave, **Phoenix**, AZ **85012** is currently available . Contact ORION Investment Real Estate for more information.

LAND PROPERTIES IN NEARBY NEIGHBORHOODS

Downtown Phoenix Commercial Land

North Phoenix Commercial Land

Old Town Scottsdale Commercial Land

Camelback Commercial Land

Westside Commercial Land

South Mountain Commercial Land

Maryvale Commercial Land

ORION INVESTMENT REAL ESTATE

4600 N Central Ave - Redevelopment Opportunity

0.69 Acres of Commercial Land Offered at $2,400,000 in Phoenix, AZ

Grand Commercial Land

Papago Commercial Land

Central City South Commercial Land

NEARBY LISTINGS

725 S 12th Pl, Phoenix AZ

1101 E Ocotillo Rd, Phoenix AZ

1818 W Earll Dr, Phoenix AZ

102 E Willetta St, Phoenix AZ

43rd Ave & Bethany Home Rd, Glendale AZ

30 N 20th St, Phoenix AZ

4506 N 10th St, Phoenix AZ

2117 Adams St, Phoenix AZ

1101-1105 N 24th St, Phoenix AZ

2525 W State Ave, Phoenix AZ

602 E Grant St, Phoenix AZ

2535 E Van Buren St, Phoenix AZ

837 N 5th Ave, Phoenix AZ

9001 N 12th St, Phoenix AZ

1805 N 31st Pl, Phoenix AZ

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4600 N Central Ave - Redevelopment Opportunity

0.69 Acres of Commercial Land Offered at $2,400,000 in Phoenix, AZ

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ORION INVESTMENT REAL ESTATE

EXHIBIT B

City of Phoenix

To: Cris Meyer
City Attorney

Date: August 26, 2022

From: Denise Archibald
City Clerk

Subject: TRANSMITTAL OF ETHICS COMPLAINT (EC-22-01)

On August 25, 2022, the City Clerk Department received the attached complaint from Jeremy Thacker.

Phoenix City Code, Section 2-53 requires the City Clerk to forward ethics inquiries to the Ethics Commission. Since there is currently no appointed City Ethics Commission, I am forwarding this complaint to the Law Department for appropriate handling.

Enclosure: Ethics Complaint

ec: Deryck Lavelle, Assistant Chief Counsel
Sina Matthes, Deputy City Clerk

CITY CLERK DEPT.
2022 AUG 25 PM 12:08

JEREMY THACKER

4520 N 2nd Ave, Phoenix AZ | 480-410-1923 | jeremynthacker@gmail.com

August 25, 2022

City Clerk
City of Phoenix
200 W Washington St
Phoenix, AZ 85003

Dear City Clerk:

I, Jeremy Thacker, a resident of the City of Phoenix, am filing a formal Ethics Complaint per the City of Phoenix Ethics Handbook, against Charles Jones, a member (past Chair) of the Alhambra Village Planning Committee and President of Pierson Place Historic District, for violation of the Arizona and City of Phoenix conflict of interest laws.

According to the Maricopa County Assessor's Office, Mr. Jones is the owner of Corridor Living LLC, a real estate firm with over twenty properties[1] located in the Carnation and Pierson Place neighborhoods in Uptown Phoenix (Figure 1)[2]. This fact alone should disqualify Mr. Jones from taking part in the decision-making process for anything involving Uptown.

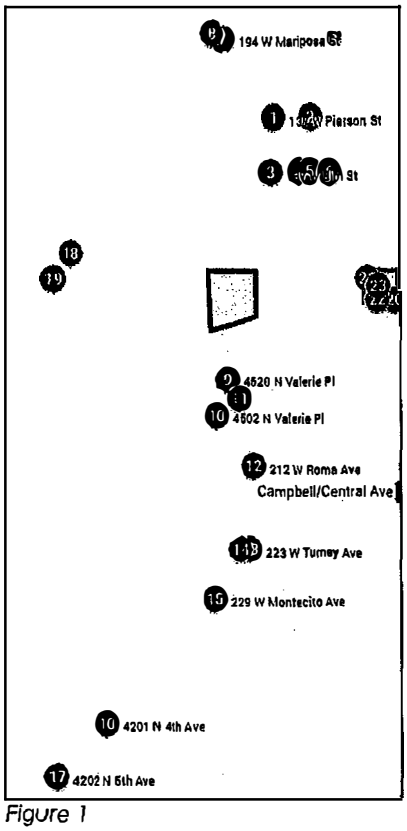

Figure 1

On January 26, 2021, the Alhambra Village Planning Committee recommended for approval rezoning application Z-56-20, Aura Uptown, located at SE corner of 3rd Ave & Coolidge on the canal (Exhibit 1). At the time of this hearing, Mr. Jones was a member of Alhambra Village Planning Committee and President of Pierson Place Historic District. Also at this same time, Mr. Jones owned more than 20 properties located within a half mile of the property seeking rezoning. Of particular interest are four parcels geographically separated from the development by one

[1] https://mcassessor.maricopa.gov/mcs/?q=corridor%20living
[2] https://www.google.com/maps/d/viewer?mid=1h_esCjA89AXnYl8U7_cc8MmB3Rx5WFc&usp=sharing

apartment complex. All four properties are located within 1,000 ft of Aura (Figure 2).

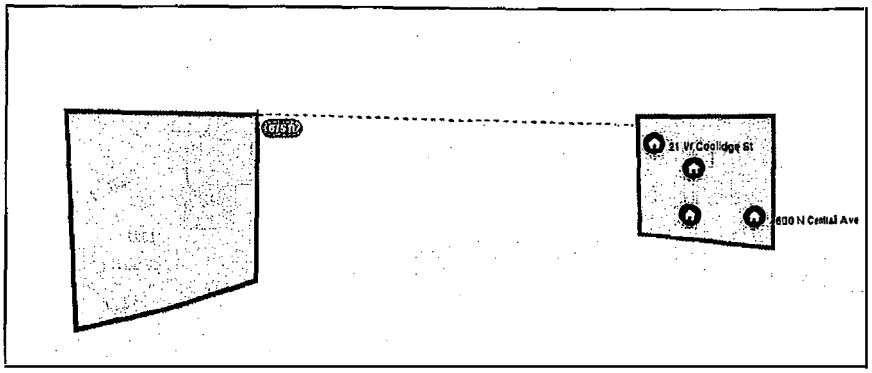

Figure 2

Prior to the January 26, 2021, AVPC meeting, Mr. Jones had not filed any documentation with the City regarding a conflict, as required by the Ethics Handbook (Figure 3: Screenshot of City's website on August 24, 2022)[3].

Waiver Requests

If an elected official, board member, employee, or volunteer believes the acceptance of a gift in connection with a special occasion, such as a graduation or wedding, may create the appearance of undue influence or a conflict of interest, before accepting a gift, the individual may request a special occasion waiver. The waiver must be approved by the City of Phoenix Ethics Commission for elected officials and board members or the City Manager's Office for employees and volunteers.

To view filed waiver requests, select the name below.

To date, no waiver requests have been filed.

Figure 3

During the meeting, the Committee received a presentation on the development from Jason Morris, Partner at Withey Morris. Mr. Jones was an active participant in the discussions before approving to recommend moving forward with the project. On March 1, 2021, in response to hundreds of neighbor's oppositions to the development, Mr. Jones wrote a letter of recommendation encouraging the City to approve the development with statements like, "The upscale nature of the development will further revitalize the neighborhood," among others (Exhibit 2).

[3] https://www.phoenix.gov/cityclerk/services/gift-disclosures#waiver

On September 15, 2021, just over six months after his letter of recommendation and a few more from his vote of approval as a public officer in a public body, Mr. Jones sold the parcels discussed above for a significant profit to another developer also, "coincidentally" represented by Withey Morris (Exhibit 3).

Around the same time, on July 16, 2021, Withey Morris filed a Pre-Application Screening request with the City's Planning and Permit Department regarding a development consisting of properties, at that time, owned by Mr. Jones (Exhibit 4).

On August 23, 2022, the new development, Z-9-22, Forty600, came before the Alhambra Village Planning Committee (Exhibit 5). Ben Tate, attorney at Withey Morris, presented the narrative to the members. Again, Mr. Jones was present for the discussion and no conflict of interest was filed prior. During public comments, I brought up the conflict of interest in Mr. Jones participating in the approval of the rezoning of property that he was the previous owner of less than a year prior (September 2021). In response to my assertion, Mr. Jones, proclaimed that he sold that property "over two years ago" and had been "cleared" of a prior ethics complaint by the City's attorney "in five minutes." The statement that the property was sold over two years prior, which should be reflected in the Meeting Minutes, is verifiably false. This behavior alone should be grounds for removal.

In addition to the complaint, I am also making a Public Records Request for all records pertaining to the prior complaint referenced by Mr. Jones against him personally or Corridor living. The records should include the complaint, internal communications with City staff, communications with Mr. Jones, opinions of legal counsel, and final decisions or conclusions.

In the Ethics Handbook for Boards and Commissions[3], the first example of a conflict of interest is the following:

> *Owns Property in Close Proximity: The board member owns property in close proximity to property subject to board's approval of a zoning or license application that may affect the value of the board member's property.*

As you can see, Mr. Jones' situation is literally a textbook example of conflict of interest as determined by the City of Phoenix. Just a few paragraphs later, another example is given for an applicable situation:

> *Property Uniquely Affected by Land Use Plan: The board member has an interest in property that will be uniquely affected by a proposed land use plan, and the adoption of the plan may affect*

[3] https://www.phoenix.gov/citymanagersite/Documents/Ethics/Ethics_Handbook_Boards_Commissions.pdf

> *the value of the property (e.g., the plan confers special benefits on the property that are not applied to other similarly situated properties).*

Arizona Revised Statutes at Section 36-1477(B) is also directly applicable:

> *If any official, commissioner or employee presently owns or controls, or owned or controlled within the preceding two years, any interest, direct or indirect, in any property which the person knows is included or planned by the municipality to be included in any redevelopment project, the person shall immediately disclose this fact in writing to the local governing body, and this disclosure shall be entered upon the minutes of the governing body. The person shall not participate in any action by the municipality, housing authority or commission affecting the property. Any violation of this section shall constitute misconduct in office.*

Since the City is unable to follow the guidelines for handling complaints per the Ethics Handbook due to never forming an Ethics Commission, I believe I am well within my rights to, within 72 hours of submission, be provided a step-by-step process of how the complaint will be handled and decided, who will participate, and an estimated determination date. Additionally, the public records requested above should be provided as soon as possible, as they play a part in this matter.

Sincerely,

Jeremy Thacker

174336

EXHIBIT 1

ALHAMBRA VILLAGE PLANNING COMMITTEE
MINUTES
January 26, 2021
Meeting was held electronically via a video conferencing platform

MEMBERS PRESENT	***MEMBERS ABSENT***	***STAFF PRESENT***
Marshall Shore, Chair	Lydia Sweetland	Nick Klimek
Jamaar Williams, Vice Chair	Alexander Malkoon	
Dina Smith		
Frank J. Farina		
Jonathan Ammon		
Hal Becker		
Keith Ender		
Pamela Fitzgerald		
Tracey Adams		
Jak Keyser		
David Krietor		
Gary LeBlanc		
Elizabeth Sanchez		
Charlie Jones		
Christian Solorio		
Joel McCabe		
Drew Bryck		

1. Call to order, introductions, and announcements by Chair.

   Chair Shore called the meeting to order at 6:02 pm with 17 members in attendance (10 being required for a quorum). He welcomed the committee, presenters, and members of the audience and asked all for their assistance in adapting to the virtual meeting.

2. **Review and approval of the December 15, 2020 meeting minutes.**

   MOTION: McCabe made a motion to approve the minutes as presented. Second by **Keyser.**

   VOTE: 17-0-0, motion passes with Smith, Farina, Ammon, Becker, Ender, Fitzgerald, Adams, Keyser, Krietor, LeBlanc, Sanchez, Jones, Solorio, McCabe, Bryck, Vice Chair Williams, and Chair Shore in favor; none in dissent or abstention.

3. **Z-TA-8-20:** Presentation, discussion, and possible recommendation regarding a request to amend Chapter 2, Section 202 and Chapter 6, Sections 623.D.124 and 627.D.92 of the Phoenix Zoning Ordinance to address changes to the Arizona Revised Statutes regarding marijuana regulations for dispensaries.

STAFF PRESENTATION

Joshua Bednarek, Deputy Director of the Planning and Development Department, shared that in November 2020 voters passed the Smart and Safe Arizona Act (Prop. 207) which allowed the recreational use of marijuana and added regulations related to the retail sale of marijuana at licensed establishments (marijuana establishments). The current zoning requirements for non-profit medical marijuana establishments. The proposed text amendment is to add definitions from the Arizona Revised Statute language for cannabis, industrial hemp, marijuana, marijuana establishment and marijuana products and to permit marijuana establishments as an accessory use to a non-profit medical marijuana dispensary. The staff recommendation is to approve, and he then reviewed the proposed timeline for public hearings.

QUESTIONS FROM THE COMMITTEE

Adams and **McCabe** asked for confirmation that the text amendment would only permit recreational facilities as an accessory to medical facilities. **Bednarek** confirmed and stated that the issue may be evaluated more holistically in a future text amendment.

Adams asked about the origin of the separation requirements currently in the ordinance. **Bednarek** responded that the city evaluated what other cities were doing for medical marijuana facilities and the existing separation requirements for other uses already addressed in the ordinance. He added that the city needed to be thoughtful with these distances because the code would have been invalidated if it essentially prohibited the uses city-wide.

Ender raised the issue of traffic congestion at a medical facility near 10th Street and Camelback Road and inquired whether this is a common issue and if there is a mechanism for addressing issues as they arise. **Bednarek** responded that the city has not seen widespread traffic issues related to medical marijuana facilities. Issues sometimes arise pertaining to the characteristics of the site, regardless of use, and these issues can be handled through the Neighborhood Services Department.

Jones asked if the text amendment is procedural because the State has already ruled on the topic and the implications if the city were to not adopt regulations that mirror state law. **Bednarek** responded that the text amendment would bring the city into compliance with state law and that non-compliance would open the city up to penalties and investigation by the Attorney General's Office.

Vice Chair Williams asked whether the text amendment and the added definitions for "Cannabis" would bring the city into conflict with the Arizona Criminal Code which defines it as being illegal. **Bednarek** responded that he is

not familiar with implications within the state code but noted that the text amendment includes the language as included in Proposition 207.

Ammon asked what the peer communities are doing and whether this text amendment seeks to differentiate Phoenix from its regional peers. **Bednarek** responded that most communities are trying to come into compliance but that larger conversations may occur in the future.

PUBLIC COMMENTS

None.

FLOOR/PUBLIC DISCUSSION CLOSED: MOTION, DISCUSSION, AND VOTE

Motion
McCabe moved to approve the request per staff recommendation. **Fitzgerald** seconded the motion.

VOTE: 16-1-0, motion passes with Smith, Becker, Farina, Ammon, Ender, Fitzgerald, Keyser, Krietor, LeBlanc, Sanchez, Jones, Solorio, McCabe, Bryck, Vice Chair Williams, and Chair Shore in favor; Adams in dissent; and none in abstention.

4. **INFORMATION ONLY – Z-TA-5-15:** Presentation and discussion on a request to amend the Phoenix Zoning Ordinance to address landscape maintenance.

STAFF PRESENTATION

Joshua Bednarek, Deputy Director of the Planning and Development Department, shared that this text amendment at the request of City Council is to address longstanding policy goals and initiatives in relation to trees and shade. Currently landscaping requirements are addressed with tree and shade requirements in the Zoning Ordinance, inventory and salvage requirements, through zoning stipulations for enhance landscaping and with the help of a new Principal Landscape Architect hired by the City. The text amendment is centered around three core concepts: trees being treated as infrastructure, that trees provide benefits when appropriately planted and trees should be kept in place and in healthy living conditions. The text amendment proposes to reinforce existing and best practices and procedures such as a site inspection of landscaping tied to certificate of occupancy and the standing of approved landscaping documents. The text amendment also proposes to reconcile inconsistencies within the Zoning Ordinance and establish new standards and procedures related to criteria for removal and replacement and tree maintenance. He then shared the feedback staff has received so far and a

preliminary public hearing schedule and asked the committee for input and any questions.

QUESTIONS FROM THE COMMITTEE

Ammon noted the importance of replacing trees with like-for-like sizes and asked if tree replacement always requires the tree to be placed in the same location or if the city can provide some flexibility. **Bednarek** responded that the text amendment supports flexibility and collaboration.

Fitzgerald asked if there are recommended tree lists. **Bednarek** responded that the City does have a list of preferred trees and more restricted lists of permitted trees in certain parts of the city such as the desert preservation districts and the urban core.

Bryck noted that he strongly supports the requirement that owners are responsible to their stipulated landscape plan and that the City model good tree maintenance on its property including its street trees. He asked that holistic conversations and training be facilitated regarding tree maintenance and low impact development practices, including the inspectors, plan reviewers, and the tree maintenance crews in the Street Transportation Department. He added that perhaps there is an opportunity to add street trees in the historic districts where there are broad landscape areas between the curb and sidewalk. **Bednarek** stated that conversations are ongoing with his counterpart in the Neighborhood Services Department because they respond to compliance issues, that will now include landscaping.

Adams stated that the success of landscape projects depends on maintenance which requires attention and follow-through. She asked that the City model good tree maintenance on its property including its street trees and noted that many crews do not have sufficient training on trimming. She added that the text amendment should include a system to ensure continual landscape maintenance. She added that many native trees are not appropriate for urban environment. She asked if the City has qualified consultants to help with the ordinance. **Bednarek** responded that the City hired a Principal Landscape Architect and has been working with other professionals and arborist organizations. He added that the City is trying to think of landscaping from the curb inward but that this holistic approach is not within the scope of the current text amendment.

Keyser opined on the impact on future water rate increases and the prospect of water rationing on landscaping on single-family properties and noted that single-family properties should be addressed in the amendment. He added that city installed street trees could be set up on a shared meter where the city or neighbors would be able to note if there is a malfunction to the system before the trees die.

PUBLIC COMMENTS

None.

FLOOR/PUBLIC DISCUSSION CLOSED: COMMITTEE DISCUSSION
None.

5. **INFORMATION ONLY:** Presentation and discussion regarding an update to the City of Phoenix's Floodplain Management Plan.

Elise Moore from the Public Works Department introduced herself to the committee and explained she was before the committee to provide an update on the Floodplain Management Plan and gather feedback. The plan was updated a few years back, but portions like the planning committee have not yet been implemented because of a lack of a dedicated funding source. The city participates in the community rating system that offers a discount on flood insurance. In order to keep the same number of points, the city is looking to replace the planning committee suggestion with more public information and outreach, more regular inspections of flood control system, and other strategies. She concluded by asking that comments and suggestions be provided at the close of the meeting or offline via email to floodplain@phoenix.gov.

6. **INFORMATION ONLY:** Presentation and discussion regarding proposed water rate increase.

Jim Swanson from the Water Services Department, introduced himself to the committee and provided an overview of future water rate increases, reviewing public outreach efforts, financial forecasts to include wastewater and water, the water rate increase options summary as well as affordability and equity. The Phoenix Water Services Department is proposing a water rate increase spread out over a two-year period.

The rate change would provide funding for resources needed to invest in rehabilitation and replacement of water pipes, treatment plants, pumps, reservoirs, and wells that ensure reliable delivery of the city's drinking water.

Ender noted that the pipeline installation by decade is interesting, but it would be better to share where these pipelines were installed and when. He added that past presentations touched on there being less water in the future and noted that continued growth will continue to tax this limited supply and impact their ability to continue promising 100 years of water. **Swanson** responded that city has focused on banking its sustainable supply of surface water in underground reserves but the resilient supply to depends more on the ability to get water to

those that need it. The last water rate increase focused on drought planning and transmitting water from central to north Phoenix for a more resilient supply.

Jones commented that the rate forecasts only depict two years of increases and noted that he has never seen the rate go down over time, especially with the ongoing cost of maintenance shared in the presentation. He asked if there are any special programs for low income households. **Swanson** responded that the city looks at five years and plans the rates for two. Water and sewer is quite affordable in Phoenix compared to its peer communities. In 2020, the city added equity initiatives including flow restriction devices that could be installed for customers who do not pay their bills, rather than cutting service altogether. The department is looking at ways to be more efficient and to target households who regularly need assistance and it has changed its policy for how it handles late payments.

7. **Z-56-20-4:** Presentation, discussion, and possible recommendation regarding a request to rezone 3.29 acres located at the southeast corner of 3rd Avenue and Coolidge Street **from** R-3 (Multifamily Residence District) and R-5 (Multifamily Residence District) **to** WU Code T5:5 UT (Walkable Urban Code, Transect 5:5, Transit Uptown Character Area) to allow multifamily residential.

One speaker card was received on this item from an individual wishing to speak in opposition to the request.

During this item, Becker was unavailable by audio or video and did not vote on the item. For the purpose of the vote, he is considered absent reducing the quorum to 16 members (10 being needed for a quorum).

STAFF PRESENTATION

Klimek, staff, provided an overview of the site, the request, the proposal, and the recommendation. Located at the southeast corner of 3rd Avenue and Coolidge Street, the site is currently occupied by an office complex, and the request is to rezone the property from R-3 and R-5 to the Walkable Urban Code Transect 5:5 Uptown to allow for multifamily redevelopment. The site is within 0.25 miles of light rail, multiple schools, and immediately adjacent to both the Phoenix Sonoran Bikeway (3rd Avenue) and the Grand Canal which position the property at the junction of two major bicycle routes.

The request is consistent with the General Plan Land Use Map designation of Residential 15+ dwelling units per acre and with the Transit Oriented Development Strategic Policy Framework which is identified as supporting intensity of 2 to 5 stories and up to 7 when certain bonus criteria are met. Further, the proposal will advance the Canalscape Catalyst Project identified in the Uptown Transit Oriented Development Policy Plan.

The proposal for a 4 story multifamily complex with 218 units includes shaded and detached sidewalks along 3rd Avenue and Coolidge Street and "frontage types" to activate the streetscape environment. The elevations and conceptual site plan depict measures to engage and activate the Grand Canal including frontage types oriented to the canal, plazas and amenities between the building and the canal, and low walls designed to embrace the waterfront.

Staff is recommending approval, subject to 13 stipulations, on the basis of the request being consistent and aligned with the recommendations of the Phoenix General Plan, the TOD Strategic Policy Framework, the Uptown TOD Policy Plan, and the Housing Phoenix Plan.

Stipulation Nos. 1 – 5 seek to promote a strong interface with the Grand Canal. Stipulations Nos. 6 – 8 seek to promote a safe and comfortable environment for pedestrians and bicyclists. Stipulation Nos. 9 – 13 include standard language pertaining to street improvements, removing the site from the special flood hazard area, aviation disclosures, and archaeology.

APPLICANT PRESENTATION

Jason Morris, of Withey Morris, introduced himself, his client, the project, and the change happening in this area. Trinsic Residential has done many projects throughout the region and their investment model is to hold their properties long term due, in large part to their ownership structure which includes the Texas Teachers' Retirement Fund.

The property is currently an office complex but its tenant, the Donor Network of Arizona, has relocated to Tempe. There is a concentration of multifamily development here because of the urban core, because of the transit overlay, and because of the transportation patterns in the area. The developer views this location as an excellent opportunity for multi-modal transportation with the adjacency to the Grand Canal, the Phoenix Sonoran Bikeway, and the light rail along Central Avenue. Unlike the nearby multifamily residential projects, these projects did not embrace the canal nor their street frontages. The subject site currently is entitled for 4 story multifamily development, the developer is seeking to transition this entitlement to the Walkable Urban Code to yield a better and more context-appropriate project.

Multiple city adopted policies call for this level of intensity at this location including the General Plan, the Transit Oriented Strategic Policy Framework, and the Uptown Transit Oriented Development Policy Plan. The location is ideal to leverage the city's investment in the light rail and in the Canalscape improvements and the project is designed to embrace these policies and investments.

The Walkable Urban Code is a newer zoning category that is much more restrictive or directive in terms of the types of things that should be done in the project while also being more flexible in other ways. He then provided an overview of the site plan and renderings focusing on the street environment, the canal interface designed to create more eyes and interaction onto this waterfront, and the building architecture which includes offsets, recesses, and a variety of materials to break up the mass of the building. The project is designed with units wrapped around the parking structure which will not be visible from the perimeter.

Through the neighborhood outreach efforts which included an additional meeting with the Pierson Place Historic Neighborhood, stakeholders raised a series of concerns and the plan responds to these as follows:

- On Street Parking. Parking is provided in excess to the amount required by code. To reduce the likelihood of street parking, the project was designed to make street parking less convenient than garage parking for future tenants. As a buy-hold builder, tenant retention is important to the ownership group they are therefore conscious that parking must be sufficient. Further, the applicant has agreed to work with the city to prohibit on street parking along the 3rd Avenue and Coolidge Street frontages.
- Traffic. The development is served by a single-point of vehicular access located at the far northeast corner of the site to reduce westbound traffic through the neighborhood and to reduce vehicle conflicts with the bikeway.
- Height. The site is currently permitted to build 48 feet and four stories and the request for 56 feet and four stories is intended to allow for higher ceiling heights. The increase in height from 48 to 56 feet will be imperceptible from ground level and produce a significantly better project.
- Publicly Accessible Open Space. The plan includes a public amenity area in the southwest corner of the site with a bicycle fix-it station, bike racks, seating, and shade. The plan also includes publicly accessible lawn areas and seating along the canal frontage with lush landscaping and a pedestrian connection into the project.
- Trash Collection. Waste collection will be provided by a private contractor with all dumpsters located within the parking structure which will reduce noise.

He concluded by reiterating that the site is permitted for high density multifamily currently, how the project embraces alternative transportation as an amenity in a manner consistent with city policy and investments, and will create an enhanced canalscape including an active interface with publicly accessible open space and amenities.

QUESTIONS FROM THE COMMITTEE

Solorio: Does the project include affordable units?

- **Morris:** No, while there is a need in the region, there is currently no affordable housing program which would provide an even approach. If such a program were in place, the applicant would participate.

Adams: What are the price-points for units, the size of units, and the projected impact on nearby property values?

- **Morris:** The units will rent from $1,300 – $2,000. The project includes a mix of unit sizes. Trinsic has studied the issue of property values in the vicinity of their projects and has found that their projects produce an increase in values beyond the increase projected by the market baseline. He added that this trend is not universal for all multifamily projects but because Trinsic is in it for the long-haul, their projects are well-designed, well-managed, and well-maintained long term.
- **Adams:** Expressed concern over how the landscaping and architectural design elements will likely be unsuccessful in breaking up the mass of the building in reality.

Smith: Is this a 4 or 5 story building, is there an opportunity to reduce the height of the building, and are they concerned about security with the site being so open to the canal? She added concern that parking does not seem sufficient and noted that it will likely spill over into the neighborhood.

- **Morris:** There will be a limited number of premium units that have an interior staircase to a mezzanine level; that the applicant recognizes that parking is an important consideration for long-term tenant retention and has therefore studied the topic extensively; and that, while the project does place more eyes on the canal, security measures include a perimeter fence, access controlled gates, and all perimeter doors to the building being locked.

  The site is zoned for high-intensity multifamily, identified for high-intensity residential in the General Plan, located nearly adjacent to the light rail, and along two major alternative-transportation routes and the proposal embraces these concepts utilizing the Walkable Urban Code which is recommended for these types of circumstances. Change can be challenging especially when it comes from "left field" but all publicly accessible policy points to this being an area to accommodate growth. He concluded this point by sharing that there are no single-family, owner occupied homes north of Coolidge, and that the applicant has worked extensively with owners west of the subject site to resolve concerns.

  The development will include security measures such as a perimeter fence, access-controlled gates, and all perimeter doors to the building being locked.

Ammon: What improvements are proposed at the 3rd Avenue bridge over the canal, do the ground floor units have direct street access, is open space being provided beyond code requirements, and does the project include photovoltaic energy productions?

- **Morris:** There will be an open masonry portal that will further enhance and complement the canalscape improvements. The ground floor units along 3rd Avenue and Coolidge Street have stoop and doorwell frontages and the lobby will be a storefront. The project will have 12 percent open space compared to the 5 percent required by code. To reduce the potential for overflow parking and interference with the bikeway, they will work with the city to prohibit on street parking.
- **Gosselink:** Todd Gosselink introduced himself as the developer and explained that they are proud to include a photovoltaic array on the building. One of their earlier projects, Aura Watermark, on the north shore of Tempe Town Lake included a $150,000 solar array and was the first market-rate, multifamily project, in Arizona to include solar energy. They currently have a project at Central Avenue and Indianola Avenue with a $750,000 solar array. Trinsic recognizes the value of solar as long term investors and this project will have a $750,000 – $1,000,000 solar array on the rooftop in addition to other efficiency enhancements.

PUBLIC COMMENTS

Frank Paoletti introduced himself and state that he lives on Coolidge Street west of the subject site and has livered there for 22 years and knew some of the original owners. He expressed concerns related to parking, safety, and traffic noting that Coolidge does not have sidewalks west of 3rd Avenue. He asked whether the streets, sewers, and other infrastructure can accommodate another 218 units and 436 cars daily.

APPLICANT RESPONSE

Morris responded that traffic and on street parking had been early concerns from the neighborhood and the plan had been revised to address these issues. He added that code could have required less parking but, given its importance to retaining tenants, the plan includes structured parking in excess of that required by code. Regarding traffic, the site is zoned for high-intensity development and is developed as an office complex, and therefore, the proposed multifamily complex will replace traffic and infrastructure impacts already present on the site.

FLOOR/PUBLIC COMMENT CLOSED: DISCUSSION, MOTION AND VOTE

Motion

Bryck moved to approve the request per staff recommendation. **McCabe** seconded the motion.

VOTE: 15-1-0, motion passes with Farina, Ammon, Ender, Fitzgerald, Adams, Keyser, Krietor, LeBlanc, Sanchez, **Jones,** Solorio, McCabe, Bryck, Vice Chair Williams, and Chair Shore in favor; Smith in dissent; and none in abstention.

8. Public comments concerning items not on the agenda.
None.

9. Staff update on cases recently reviewed by the Committee.

Klimek provided an update on Z-31-20. The committee recommended approval at their last meeting and the Planning Commission concurred with the recommendation. The City Council approved the request but with less density and other restrictions.

10. Committee member announcements, requests for information, follow up, or future agenda items.

Ammon requested an update offline regarding potential changes to the city's single-family design review process and requirements.

Keyser noted that in response to comments made by the public during the rezoning case regarding water and sewer capacity, the city uses impact fees to cover installation of infrastructure, so developers are made financially accountable for their owner infrastructure.

11. Adjournment.

Chair Shore adjourned the meeting at 9:04 p.m.

EXHIBIT 2

Corridor Living
Quality Residences in Central Corridor

CHARLES JONES | President, CEO
198 W. Mariposa St., Ste. 7
Phoenix, AZ 85013
P. 602.359.5095
charcor@cox.net

March 1, 2021

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown Zoning Application, Z-56-20-4

Dear Nick:

In my role as president of Pierson Place Historic District and member (and past chair) of the Alhambra Village Planning Committee - both for many years, I have seen a lot of development near light rail. But even as a private citizen, I would wholeheartedly support the Aura Uptown project.

There are several reasons for this.

1. This project will revitalize (and remove) an office building that doesn't serve any interest in the center of this residential neighborhood.
2. Some amenities in this project will engage with Canalscape and activate the canal bank for the betterment of the community.
3. The upscale nature of the proposed apartments will further revitalize the neighborhood.
4. The large number of studio and 1 bedroom apartments will attract users of public transportation.
5. The front porches at street level will provide a sense of community at this site.

The developer presented the project to our residents in several group meetings, and has met with several of them individually. They adjusted the original plan a few times to accommodate concerns from residents, and have tailored the project to the neighborhood.

Given the existing multi-family zoning, adjacent multi-family uses, and placement within the Uptown TOD Plan, this project is appropriate for the site. I believe it is well-designed and will provide attractive, walkable, high-quality multi-family housing at a scale and density that fits this community.

In short, I think it is exactly the type of development envisioned by the Uptown TOD Plan, and I urge the City Council to approve it.

Sincerely,

Charles Jones
CMJ/ds

Unofficial Document

EXHIBIT 3

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SO

Recording Requested By: **Empire West Title Agency LLC** **And When Recorded Mail To:** **FORTY600 LP, an Arizona Limited Partnership** **P.O. Box 97743** **Phoenix, AZ 85060** **Escrow No.142124EW/LR**	

This area reserved for County Recorder

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I,

Corridor Living, L.L.C., an Arizona limited liability company

do hereby convey to

FORTY600 LP, an Arizona Limited Partnership

the following described property situated in the County of **Maricopa**, State of **Arizona**, together with all rights and privileges appurtenant thereto, to wit:

See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO: Existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements, and all other matters of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of the Grantor herein and no other, subject to the matters above set forth.

Dated: September 15, 2021.

Dated September 15, 2021 **Special Warranty Deed** Escrow No. 142124EW

CORRIDOR LIVING, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY CHARLES M. JONES, MANAGER

STATE OF ARIZONA)
)SS.
County of MARICOPA)

On SEPTEMBER 20th, 2021, before me, the undersigned Notary Public, personally appeared **Charles M. Jones, Manager or Corridor Living, L.L.C.**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:
July 18th 2023

TONY D. KWAK
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 568535
Expires July 18, 2023

Exhibit 'A'

Parcel 1:

The East 115.00 feet of Lot 1, SUBURBAN ACRES, according to the plat of record in Book 13, page 22 of Maps, records of Maricopa County, Arizona;

EXCEPT the North 45.00 feet of the East 115.00 feet thereof; and

EXCEPT that part lying within the following described property as condemned by Final Order of Condemnation recorded in Document No. 2007-1309574:

A part of Lot 1, SUBURBAN ACRES SUBDIVISION, recorded in Book 13 of Maps, page 22, located in the Northwest quarter of Section 20, Township 2 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the intersection of Central Avenue and Minnezona Avenue;

Thence North 00 degrees 15 minutes 05 seconds East, along the centerline of Central Avenue, a distance of 256.15 feet;

Thence North 89 degrees 44 minutes 55 seconds West, a distance of 50.00 feet to the POINT OF BEGINNING;

Unofficial Document

Thence North 85 degrees 40 minutes 01 seconds West, a distance of 8.81 feet;

Thence North 00 degrees 15 minutes 38 seconds East, a distance of 70.09 feet;

Thence North 89 degrees 57 minutes 53 seconds East, a distance of 8.78 feet;

Thence South 00 degrees15 minutes 05 seconds West, a distance of 70.76 feet to the POINT OF BEGINNING.

Parcel 2:

That certain strip of land lying East of the East line of Lot 1 and West of the West line of Central Avenue, said strip being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 1;

Thence running North along the East line of Lot 1 to a point 45.00 feet South of the Northeast corner of said Lot 1;

Thence East to a point on the West line of Central Avenue;

Thence South along the West line of Central Avenue to a point East of the Southeast corner of Lot 1;

Thence West to the Southeast corner of Lot 1 to the POINT OF BEGINNING.

Parcel 3:

The West 60 feet of the East 175 feet of Lots 1 and 2, SUBURBAN ACRES, according to the plat of record in Book 13, page 22 of Maps, records of Maricopa County, Arizona.

Parcel 4:

The East 50 feet of the West 100 feet of Lots 1 and 2, SUBURBAN ACRES, according to the plat of record in Book 13, page 22 of Maps, records of Maricopa County, Arizona;

EXCEPT that portion thereof as conveyed to the City of Phoenix, in Quit-Claim Deed recorded as Docket 11325, page 567, of Official Records, described as follows:

The North 2.5 feet of the East 50 feet of the West 100 feet of said Lot 2.

Unofficial Document

EXHIBIT 4

City of Phoenix

Planning And Development Department

PLAN REVIEW ONLY

EXPIRED

To find out about Phoenix construction code adoption news and to research your permits or projects, please visit http://www.phoenix.gov/

200 West Washington Street
Phoenix, Arizona 85003
General Information 602-262-7811

STATUS: EXPR

ONLINE PLAN INFORMATION LISTING

Plan # **PAPP 2105672** ***Issued*** 16-JUL-2021 ***Expires*** 16-JUL-2022

Plan Description FORTY600 MIXED-USE MULTIFAMILY

Project 21-3394 FORTY600 MIXED-USE MULTIFAMILY

Address 4600 N CENTRAL AVE PHOENIX AZ 85012 ***Zoning***

L 1 B * SUBURBAN ACRES ***Q S*** Q18-27 ***APN*** 155-29-028A ***Dist*** 04

Description/Scope of Work: PRE-APPLICATION SCREEN

TEAM LEADER: MIGUEL VICTOR
PLANNER: DAVID NEAL
TRAFFIC ENG: PRADEEP TIWARI
CIVIL ENG: JASON RAMIREZ
PROJECT DESCRIPTION:

DRAINAGE REPORT:
GRADING & DRAINAGE:
PAVING:
CONCRETE:
WATER MAIN EXTENSION:
SEWER MAIN EXTENSION:
PLAT:
ABANDONMENT:
DEDICATION:
TRAFFIC STUDY:

SITE PLAN FEE:

Valuation: $0

Owner Information

Name
Address

Contractor Information

Required Review Activities	Assignee	Status
STREET LIGHT REVIEW	Pradeep Tiwari	DONE
TRAFFIC STUDY	Pradeep Tiwari	REQD
INVENTORY/SALVAGE COMBO	David Neal	REQD
FIRE PREVENTION REVIEW	Rachel Lamesa	DONE
LANDSCAPE REVIEW	David Neal	REQD
SITE PLAN REVIEW	David Neal	DONE
CIVIL REVIEW	Jason Ramirez	DONE
TRAFFIC REVIEW	Pradeep Tiwari	DONE

PLAN REVIEW FEES

Fee Code	Description	Amount	Paid
SPPREAPPL*	SP INITIAL PREAPPLICATION MEETING	$1,200.00	X

EXHIBIT 5

NOTICE OF RESULTS
ALHAMBRA VILLAGE PLANNING COMMITTEE

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the members of the **ALHAMBRA VILLAGE PLANNING COMMITTEE** and to the general public, that the **ALHAMBRA VILLAGE PLANNING COMMITTEE** held a meeting open to the public on **Tuesday, August 23, 2022**, at **6:00 p.m.**

Per the most recent guidelines from the federal government, the Alhambra Village Planning Committee meeting was held electronically, via a video conferencing platform.

The public was able to listen to the live meeting. For the call-in number or for further information regarding the format of the meeting, please contact **Nick Klimek** at **602-534-7696**.

Note:
- Agenda items may be taken out of order.
- In the event a large number of public comments are anticipated, consolidation of public comments by topic and reported by key representatives is encouraged.

The results of the meeting were as follows:

RESULTS		
Called to order	1.	Call to Order, Introductions, and Announcements by Chair.
Approved	2.	Review and approval of the **March 22, 2022** meeting minutes.
Presented and discussed	3.	**INFORMATION ONLY:** Presentation and discussion regarding the electric vehicle roadmap. *Presentation by the Office of Sustainability.*
Approved	4.	**Z-39-22-5:** Presentation, discussion, and possible recommendation regarding a request to rezone 0.65 acres located approximately 340 feet east of the southeast corner of 29th Avenue and Northern Avenue **from** R-5 SP (Multifamily Residence District, Special Permit) **to** R-5 (Multifamily Residence District) for the removal of a Special Permit to allow multifamily residential. *The Planning Commission will consider this request on September 1, 2022.* *Item will be heard in the following sequence:* • *Staff Presentation;* • *Applicant Presentation;*

- *Questions from Committee;*
- *Public Comments;*
- *Applicant Response;*
- *Floor/Public Discussion Closed: Motion, Discussion, and Vote.*

Presented and discussed

5. **INFORMATION ONLY - Z-9-22-4**: Presentation and discussion regarding a request to rezone 1.71 acres located at the southwest corner of Central Avenue and Coolidge Street **from** C-2 TOD-1 (Intermediate Commercial, Interim Transit-Oriented Zoning Overlay District One) **to** PUD (Planned Unit Development) for the Forty600 PUD to allow mixed use multifamily.

   Item will be heard in the following sequence:
   - *Applicant Presentation;*
   - *Questions from Committee;*
   - *Public Comments;*
   - *Applicant Response;*
   - *Floor/Public Discussion Closed: Committee Discussion.*

None

6. Public comments concerning items not on the agenda. *Not for Committee discussion or action.*

Update provided

7. Staff update on cases recently reviewed by the Committee. *Not for Committee discussion or action.*

Announcements made

8. Committee member announcements, requests for information, follow up, or future agenda items. *Not for Committee discussion or action.*

The next Alhambra Village Planning Committee meeting is scheduled for September 27, 2022.

Adjourned

9. Adjournment.

For further information, please call **Nick Klimek**, City of Phoenix Planning & Development Department, at **602-534-7696** or visit our website for public meeting notices and agendas at: https://phoenix.gov/cityclerk/publicmeetings/notices.

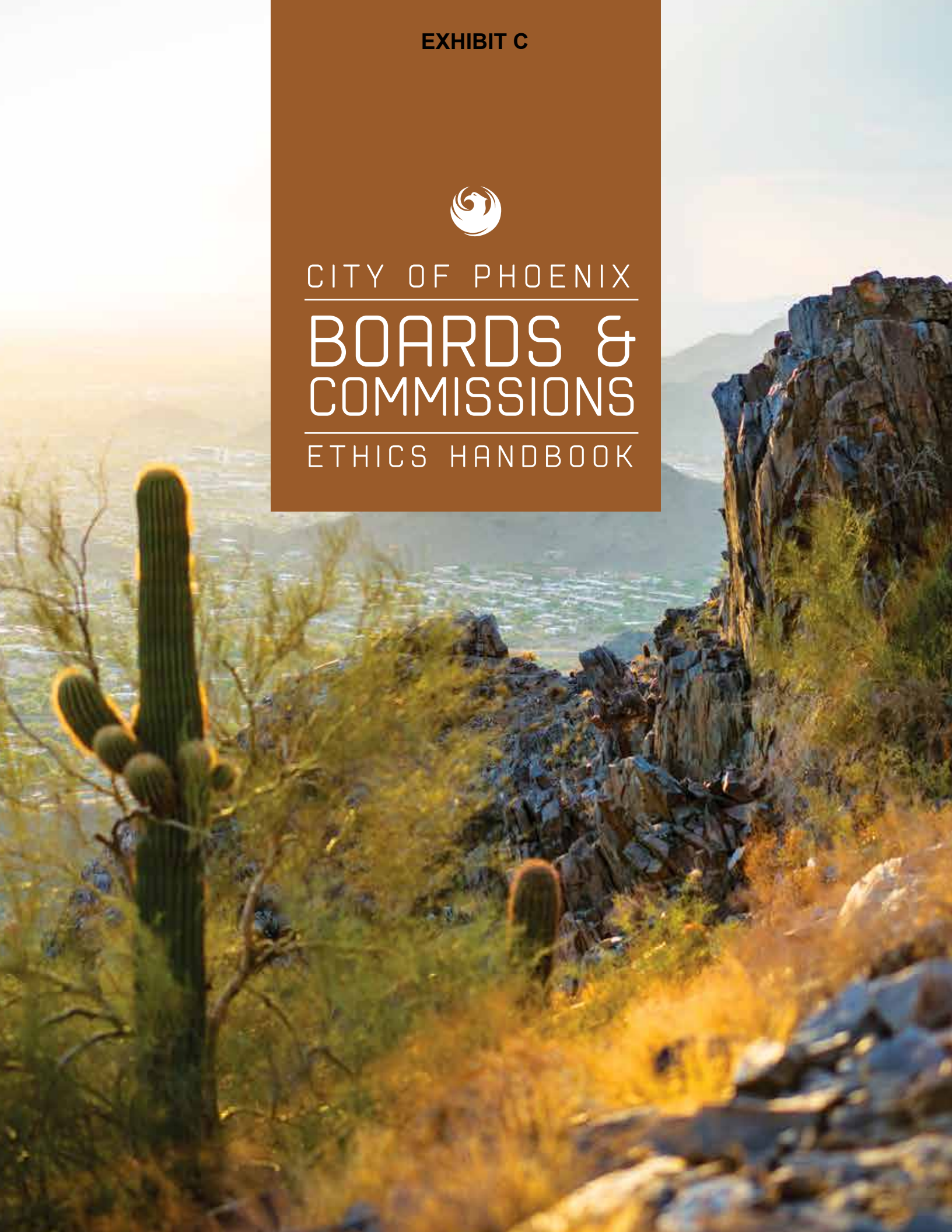
Rezoning staff reports, currently in the hearing process are now available online at our website: https://www.phoenix.gov/pdd/planning-zoning/pzservices/pzstaff-reports.

Planned Unit Development (PUD) applicant's narratives and staff reports, currently in the hearing process are available online at our website: https://www.phoenix.gov/pdd/planning-zoning/pzservices/pud-cases.

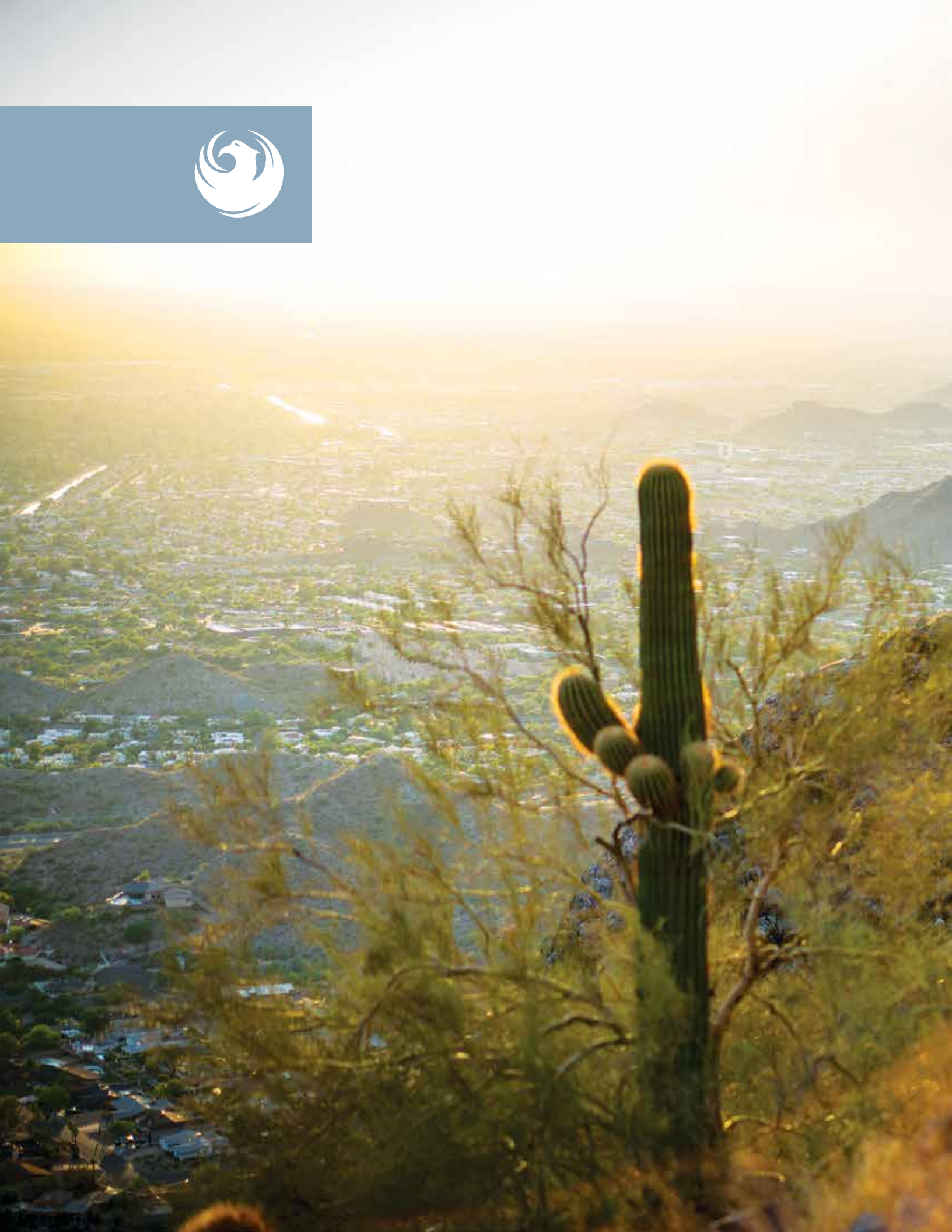
Alhambra Village Information: https://www.phoenix.gov/villages/alhambra.

To request a reasonable accommodation, please contact **Les Scott** at **602-261-8980.** TTY: Use 7-1-1.

EXHIBIT C



CITY OF PHOENIX
BOARDS & COMMISSIONS
ETHICS HANDBOOK





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Section I:
Introduction and Overview

A. How to Use This Handbook

City of Phoenix board, commission, committee, and task force members (collectively referred to as "board members" throughout this handbook) must comply with City of Phoenix ethics policies and laws. Although this handbook is intended as a comprehensive resource, existing laws and policies may change and new laws may be adopted that are not reflected in this handbook. This handbook does not constitute legal advice. Instead, it serves as general guidance to help individual board members comply with ethics laws and policies. Specific legal consequences hinge on how the law or policy applies to circumstances. Board members are encouraged to seek guidance to help comply with applicable ethics policies and laws. For additional general information and guidance, board members should contact their board or commission liaison or refer to the ethics hotline.

B. Why Ethics Matter

Public trust in the City is built on the conduct of elected officials, employees, board members, and volunteers. Only when residents have confidence that their City elected officials, employees, board members, and volunteers will act fairly and honestly, can democratic government function properly. Therefore, it is imperative that all in public service perform their duties with the highest standards of personal integrity, fairness, and honesty, and never use their City position for improper personal gain.

C. Sources and Enforcement of City of Phoenix Ethics Policies and Laws

Although City ethics policies and laws are derived from several sources and standards, three significant policies and laws establish City ethics standards:

1. The City of Phoenix Ethics Policy, Phoenix City Code Section 2-52;
2. The City of Phoenix Gift Policy, also found in Phoenix City Code Section 2-52; and
3. Arizona law for conflicts of interest as adopted by Phoenix City Charter Chapter XI and found in Arizona Revised Statutes Title 38, Chapter 3, Article 8.

Violations of these ethics policies and laws by elected officials and board members are enforced through the City of Phoenix Ethics Commission. Violations of these ethics policies and laws by employees and volunteers are enforced through the City Manager. Although each of these policies and laws are generally uniform as applied to all in public service, some differences exist, and therefore, elected officials, employees, board members, and volunteers should look to guidance that applies to their specific public duty and role.

Section II:
Applicable Ethics Policies and Laws

A. Definitions for City of Phoenix Ethics and Gift Policies

The following definitions apply to this Section. The plural of the word or phrase includes the singular, and the singular includes the plural.

1. **"Board Member"** means a member, or the person's relative or partner, of a City of Phoenix board, committee, commission, or task force.

2. **"City Business"** means an activity or enterprise for gain, benefit, advantage, or livelihood with a public entity, a research organization, a regulatory body, a business association, or a professional association, whose primary purpose relates to research, rulemaking, development, best practices, or regulations that affect or relate to the City of Phoenix.

3. **"Community Event"** means an event, activity, or function located in Arizona and sponsored by the City of Phoenix, a non-profit organization, a professional association, a business association, a charitable organization, a cultural/arts organization, or a community organization.

4. **"Compensation"** means money, a tangible thing of value, or a financial benefit.

5. **"Elected Official"** means a person, or the person's relative or partner, elected or appointed as mayor or as council member of the City of Phoenix.

6. **"Employee"** means a person, or the person's relative or partner, who is not an elected official, board member, volunteer, or City of Phoenix Municipal Court Judge, and who is employed full-time or part-time by the City of Phoenix.

7. **"Gift"** means direct or indirect compensation, other than as provided by law, for services, duties, or responsibilities rendered or to be rendered by a person in their capacity as an elected official, employee, board member, or volunteer.

Gift does not mean:

a. Compensation received by an elected official, board member, or volunteer as part of the person's employment outside of the City of Phoenix or as part of the person's service as a member of a board of directors for a corporation or other elective office, and which compensation is unrelated to the person's position or office as an elected official, board member, or volunteer; or

b. A political campaign contribution as permitted by law; or

c. Compensation received by an elected official, employee, board member, or volunteer from the person's relative or partner; or

d. Compensation in the form of a personalized plaque or similar personalized award received by an elected official, employee, board member, or volunteer for the person's service to the City of Phoenix consistent with the duties and responsibilities of the person's position or office; or

e. Compensation in the form of admission, food, beverages, transportation, or accommodations received by an elected official or employee in the capacity as a City of Phoenix representative and related to City business; or

f. Compensation associated with a relative's or partner's elective office; or

g. Compensation in the form of admission, food, or beverages received by an elected official, employee, board member, or volunteer to attend a community event.

8. **"Partner"** means a person in a domestic partnership as defined in Phoenix City Code Sec. 18-401.

9. **"Relative"** means the spouse, child, grandchild, parent, grandparent, brother or sister of the whole or half blood and their spouse, and the parent, brother, sister, or child of a spouse as defined in Phoenix City Code Section 2-52(A).

10. **"Special occasion"** means an engagement or wedding involving a relative, partner, or relative of a partner, the birth or adoption of a child, or the death of a relative, partner, or relative of a partner.

11. **"Volunteer"** means a person, or the person's relative or partner, other than a board member who provides their services to the City of phoenix without any express or implied promise of compensation, and serves as a hearing officer, intern, extern, contractor, vendor, or otherwise serves in the administrative offices of an elected official, the City Manager, or a City of Phoenix department or function head. A block watch captain is not a volunteer for purposes of the gift policy.

B. City of Phoenix Ethics Policy

It is the policy of the City of Phoenix to uphold, promote, and demand the highest standards of ethics from all of its elected officials, employees, board members, and volunteers. Accordingly, all City of Phoenix elected officials, employees, board members, and volunteers must maintain the utmost standards of personal integrity, truthfulness, honesty, and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, and never use their City position or power for improper personal gain.

Comment: The proper operation of municipal government requires that all board members remain independent, impartial, and responsible only to the public. Board members hold office for the public's benefit, and must uphold the United States and Arizona Constitutions, and the laws of the State of Arizona and the City of Phoenix. In official acts, board members are bound to observe the highest standards of integrity, and discharge faithfully the duties of their office or position, regardless of personal considerations, recognizing that the public interest must be their primary concern. Democratic government can function properly only when the citizenry has confidence in how its government is run.

C. City of Phoenix Gift Policy

A gift in any amount received by a board member is prohibited if the gift creates the appearance of undue influence, or if the gift creates a conflict of interest under Phoenix City Charter Chapter XI, Section 1 (Title 38, Chapter 3, Article 8, Arizona Revised Statutes).

A gift received by a board member, regardless of value, is permissible if the gift is not otherwise prohibited by law. Board members are not required to disclose gifts unless they are also employees.

Comment: Board members should not accept any gifts (monetary or otherwise, such as a service, loan, thing or promise), gratuities, or favors from anyone other than the City for the performance of acts within the regular course of official duties. Board members should refuse any gifts or favors that reasonably may be interpreted to be offered to influence a municipal decision. Compensation for performing public duty as a board member is generally limited to the personal satisfaction that board members may derive from doing a good job. While board members are the first to decide whether to accept any gift, board members must recognize that others will decide

if there is any appearance of undue influence for the board member's acceptance of the gifts. Finally, board members should be wary of accepting any gifts or benefits from individuals doing business with the City or whose financial interests are affected by City action.

Special Occasion Waiver. Board members may seek a waiver from the Ethics Commission to accept a gift that recognizes the special occasions listed in Section II(A)(10) but may otherwise violate the City's ethics or gift policies. If the special occasion gift waiver is approved by the Ethics Commission, the board member must file the waiver form with the City Clerk no later than 30 days after the close of the quarter in which the waiver is granted.

Comment: Board members are not required to obtain a waiver to accept normal and customary gifts such as flowers, food, or donations to charitable organizations made by others that recognize the special occasions listed in Section II(A)(10).

1. Gift Examples.

Because of the size and complexity of the City, it is impossible to list every circumstance that may occur to determine if a gift is permissible. Generally, several factors apply to determine if a gift creates the appearance of undue influence:

- the source of the gift;
- the setting in which the gift is received; and
- the motive for the gift.

For example, a gift from a source such as a vendor that does business, has contracts, or is regulated by the City is of greater concern than a gift from an entity with little or no relationship to the City.

The setting in which a gift is received may also affect the appearance of undue influence. For example, a board member's acceptance of a one-on-one dinner with a City vendor who has business before the Board is perceived differently than the board member's acceptance of a dinner at no cost as part of a conference presented by the vendor in a group setting.

Finally, the motive for a gift is an important consideration. Motive can be determined by circumstances such as custom or prior established personal relationships. For example, a gift received by a board member at an occasion, such as a wedding involving a friend, when such gifts are customary, is less likely to create the appearance of undue influence.

The following examples apply to board members, their relatives, and their partners.

a. **Holiday Gifts from Persons with Business before the Board**
Board members should not accept a gift from a contractor, consultant, vendor, person, or entity regulated by the City or who has or will soon have business before the board. Examples of such gifts include cookies, bouquets, candy, alcohol, money (in any form), gift certificates, or gift cards. A greeting card is not a gift and may be kept by a board member who receives it. Gifts such as cookies, snacks, or candy may be accepted by a board member from a person or entity who does not currently have or will not soon have any business before the board if the gift is made available to all members to share.

b. **Tickets or Entrance to Entertainment, Sports/Athletic, or Cultural Events from Persons with Business before the Board**
Board members should not accept or keep any other entertainment, sports/athletic, or cultural event tickets under any circumstances from a person who has or soon will have business before the board. Additionally, board members may not accept tickets to entertainment, sports/athletic, or cultural events despite a charitable donation made by the board member for the value of the tickets.

c. Meals and Refreshments
Board members should avoid accepting offers of food or refreshment where it creates the appearance of undue influence or if it creates a conflict of interest. For example, a board member should not accept the gift of a one-on-one meal with a consultant who has pending business before the board, or reasonably will soon have business before the board.

Board members may, however, accept meals or refreshments at an event to celebrate the completion of a project or where the meals and refreshments are generally available to all persons attending the event.

d. Admission, Food, Beverages to Attend Community Events; Incidental Items
Board members may attend and consume food and beverages offered at community events as part of their responsibilities and duties. Board members are not required to disclose the amount for admission, food, and beverages offered at community events. Board members may also accept incidental items received at community events such as a coffee mug, t-shirt, or pen, when the reasonable estimated fair market value is $50 or less.

e. City-sponsored Events
Board members may attend and consume food and beverages offered at City-sponsored events such as the annual Martin Luther King Jr. breakfast and the Mayor's State of the City speech.

f. Board Members' Participation in Conferences, Events, or Activities Involving City Business; Incidental Items
Board members may accept admission, food, beverages, transportation, and accommodations as a guest of another person or organization when the board member serves as a City representative at a conference, event, or activity related to City business. These amounts do not require disclosure. Board members may accept incidental items such as coffee mugs, t-shirts, or pens, whose reasonable estimated fair market value is $50 or less.

g. Attending a Business Conference as a Board Member While Also a City Employee
Employees who attend conferences for City business because they are a member of a City-affiliated board (e.g., COPERS, PEHP/DCP) must comply with the rules for gifts and disclosures that apply to both employees and board members.

D. Conflicts of Interest

1. Conflicts of Interest.

The City has adopted Arizona's conflict of interest laws under Phoenix City Charter, Chapter XI, Section 1. The full text of these statutes appears in Appendix A.

Comment: Board members must be constantly on guard against conflicts of interest. In short, board members should not participate in a decision or contract that may result in a direct or indirect monetary benefit to the board member or the board member's relative or partner.

2. Declaring a Conflict of Interest

If a board member determines the member has a conflict of interest on a matter before the board, the member should work with the board's liaison and the board chairperson to file a conflict form with the City Clerk, declare the conflict on the record at the board meeting, and refrain from voting or otherwise participating in the matter. *See*, Arizona Revised Statutes, Section 38-503(A) (reprinted at Appendix A).

3. Examples–Conflict of Interest

The following examples help give board members an idea how Arizona's conflict of interest laws apply. Each situation will be decided on the unique facts and circumstances involved. The goal of these examples—and indeed this entire handbook—is to help develop greater sensitivity to ethical considerations. **If a board member is in doubt of what should be done, opt not to participate.** All examples assume the matter will come before the board for consideration and apply to the board member's relative or partner as well as the board memeber.

a. Owns Property in Close Proximity
The board member owns property in close proximity to property subject to board's approval of a zoning or license application that may affect the value of the board member's property.

b. Worked Previously for Firm
The board member has done work in the past for a firm that seeks a City contract and the board member anticipates doing further work for the firm in the future. A potential conflict exists regardless of whether the work involves the matter that is the subject of the contract. (However, mere past association does not of itself constitute a conflict if the business relationship is not a continuing one.)

c. Corporate Officer of Competitor
The board member is an officer of a corporation that operates a chain of stores. An application by a competitor seeks zoning approval for a store within the service area of one of the stores owned by the board member's corporation.

d. Developer
The board member is a developer who files an application for approval of a project. Not only must the board member declare a conflict and disqualify oneself from consideration of the application, the board member also may not participate in any manner.

e. Realtor Listing Agreement
The board member is a realtor who has had discussions concerning a listing agreement with an owner of a property that is the subject of a zoning application. If the board member wishes to pursue the agreement, the board member should declare the conflict and refrain from considering the application. If the board member participated in consideration of the matter, the board member should not later enter the listing agreement.

f. Owner of Regulated Business
A proposed amendment to the City Code seeks to regulate a specific type of business activity. The board member has an exclusive or specific right to conduct the activity in the City.

g. Property Uniquely Affected by Land Use Plan
The board member has an interest in property that will be uniquely affected by a proposed land use plan, and the adoption of the plan may affect the value of the property (e.g., the plan confers special benefits on the property that are not applied to other similarly situated properties).

h. Contract of Close Relative
The close relative of a board member is in business with a person whose application or contract is being considered by the board.

i. Source of More Than 5% Income
The board member receives more than 5% of the member's total annual income from a corporation that has an application or a contract pending before the board.

j. Seeks a Contract with the City
Board member is prohibited from contracting with the City unless the contract is awarded through competitive bidding. The board member must declare the conflict and refrain from participating in the decision to award the contract.

k. Employee of Organization Receiving Funds
The board member is a paid employee of an organization that receives funds appropriated by the board, including federal and State funds administered by the City.

4. Examples–No Conflict of Interest Exists

The following are illustrative examples of situations that do not constitute violations of the conflict of interest laws. Again, all examples assume that the board will review the matter in question and apply to a relative or partner as well as the board member.

a. Trade Association Member
The board member is a member of a trade association that has applied for an amendment to the City Code presented to the board for decision.

b. Owns Property Within Area of Land Use Plan
The board member owns a property in an area that is part of a proposed land-use plan presented to the board for decision (unless that plan would uniquely affect the board member's property).

c. Nonsalaried Corporate Officer
The board member is the nonsalaried officer of a nonprofit corporation that has an application presented to the board for decision.

d. Tenant of Property Owner
The board member is a tenant of a property owner who seeks a City contract (unless the contract affects the monetary or property interests of the board member).

e. Attorney for Property Owner
The board member is the attorney for a contracting party (if the board member's legal representation does not include the contract).

f. Owns Less Than 3% Corporation's Shares
The board member owns less than 3% of the shares of a corporation that has an application under consideration by the board. The board member does not have a conflict if the total annual income from dividends, including the value of stock dividends from the corporation, does not exceed 5% of the total annual income of the board member and any other payments made to the member by the corporation do not exceed 5% of the member's total annual income.

g. Advocate for or Against Matter
The board member is an advocate for or against a matter before the board and has publicly stated the member will or will not support the matter (unless the matter will affect the monetary or property interest of the board member).

5. Contracts with the City

Arizona law prohibits any board member who has "a substantial interest in any contract, sale, purchase, or service to such public agency" from participating in any way with the transaction. *See* Arizona Revised Statutes Section 38-503(A) (reprinted in Appendix A). Also, Arizona law flatly prohibits anyone who officially represents the City from providing certain goods and services to the City without competitive bidding. *See* Arizona Revised Statutes, Section 38-503(C). Two other statutes prohibit the personal involvement of municipal and public officers in housing or redevelopment projects. *See* Arizona Revised Statutes Sections 36-1406 and 36-1477.

Comment: As with other conflicts of interest, any board member under these circumstances must (i) make known the substantial interest involved and (ii) refrain from voting on or otherwise participating in the transaction or the making of the contract or sale. Also, a board member cannot provide certain goods and services to the City—even if the member does not participate in the process—unless a competitive bidding process is used. Other prohibitions may apply if federal funds are involved.

6. Disclosure of Confidential Information

Arizona law provides that during a person's employment or service with the City and for two years after, no board member may disclose or use confidential information without appropriate authorization. *See* Arizona Revised Statutes, Section 38-504(B) (reprinted in Appendix A).

Comment: Board members often have access to important non-public information regarding City property, operations, policies, and affairs. This information may concern real estate transactions, expansion of public facilities, or other City projects. The leak of this inside information may benefit a few at the expense of a possible monetary loss to the City and a deterioration of public confidence. If a board member is aware of confidential information, the member should not disclose the confidential information to anyone outside the City and should disclose it to other public employees only if appropriate.

7. Employment

a. Incompatible Employment
Board members may be otherwise employed so long as it does not interfere with their service commitments to the City.

Comment: Board members should refrain from accepting employment or rendering service for private interests when the employment or service is incompatible with the proper discharge of board members' official duties, may impair their independent judgment, or may impair the performance of their duties.

b. Representing Private Interests before City Agencies
Board members may be otherwise employed after leaving office if the employment does not interfere with any on-going duties to the City (for example, disclosure of confidential information).

Comment: For 12 months following a board member's service with the City, Arizona law prohibits board members from representing another person for compensation before a public agency concerning any matter in which the board member was directly concerned and personally participated in by a substantial and material exercise of administrative or legislative discretion. *See* Arizona Revised Statutes, Section 38-504(A) (reprinted in Appendix A).

c. Employment of Relatives
Arizona law prohibits a board member's involvement in the appointment, hire, or supervision of a relative. *See* Arizona Revised Statutes, Section 38-481 (reprinted in Appendix A).

Comment: The hire and supervision of a relative is a special type of a conflict of interest that must be avoided.

d. Discussion of Future Employment
A board member should disclose possible future employment to the board's liaison if the member has

been offered, or is discussing future employment, with a person, firm, or any other business entity that conducts business with the City.

Comment: Board members should be aware that they are vulnerable to offers of future employment in exchange for favors or information obtained through their positions.

E. Discrimination

Phoenix City Charter Chapter XI, Section 2 provides: "No person shall be appointed to, removed from or in any way favored or discriminated against with respect to any City position because of race, color, ancestry, national origin, sex, political or religious opinions or affiliations."

Comment: Public decisions must be fair and impartial. The City strives to serve the public and workforce in a productive manner, free from intimidation or hostility. The equality of opportunity to enter public service, besides being the object of various federal, state, and local laws, is a central factor to achieve efficient public service. Every consideration, treatment, advantage, or favor should be equally available to all residents and constituents. It is our shared responsibility to help create an environment where all members, employees, and residents are respected and valued. As such, the City prohibits persons and organizations from refusing to hire or promote any person or discriminate against any person in compensation, conditions, or privileges of employment based on their race, color, ancestry, national origin, sex, religion, age, disability, sexual orientation, or gender identity or expression, or any other category covered by law ("protected characteristics"). Persons and organizations are therefore prohibited from denying service(s) to any persons based on their protected characteristics.

Additionally, those who do business with the City, either as a contractor or subcontractor, must not discriminate against any worker, employee, or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, disability, or any other category covered by law. A contractor or subcontractor with more than 35 employees, is also prohibited from discriminating against any worker, employee, or applicant, or any member of the public because of sexual orientation, gender identity, or gender expression.

Section III:
Additional Applicable Laws and Policies

A. Political Activity

The Phoenix City Charter Chapter XXV, Section 11 prohibits elected officials from soliciting or receiving, directly or indirectly, campaign contributions for City elective office from or through employees. In addition, Phoenix City Code Section 12-1503 prohibits elected officials from using any campaign funds for one's personal use (reprinted in Appendix B).

Comment: The City Attorney, in Opinion No. 90-012, has determined the provisions of Phoenix City Charter Chapter XXV, Section 11 do not apply to board members, and therefore, board members may participate in political campaigns for City elective office.

B. Board Member Attendance Policy

If a board member fails to attend three consecutive regular meetings or more than fifty percent of all meetings of a board during a calendar year (January 1 through December 31), the City Council may declare the seat vacant and appoint a replacement. *See* Phoenix City Code, Chapter 2, Article I, Section 2-14.

Comment: Board members are expected to attend all regularly scheduled meetings and should make every effort to do so. The City Council appoints board members for their experience, background, and perspective in a particular policy area, and wants the benefit of the members' consideration and judgment. The board, commission, committee, or task force cannot conduct any business unless a quorum is present. Accordingly, if a board member must miss a meeting because of business, vacation, or illness, the member should advise the board, commission, committee, or task force chairman in advance of the meeting.

C. Removal of Board Member

Except for an Ethics Commission member, a board member may be removed from office with or without cause prior to the expiration of the member's term by a majority vote of the Council. An Ethics Commission member may be removed from office with or without cause prior to the expiration of the member's term by an affirmative vote of seven Council members.

D. City of Phoenix Lobbyist Ordinance

1. Lobbyist Ordinance Overview

Two definitions are important to understand the lobbyist ordinance: *lobbying* and *lobbyist*. Lobbying means communication by a lobbyist with any City official to influence official action. Lobbyist means any person who is compensated to lobby for a person other than himself. *See* Phoenix City Code Section 2-1000. Generally, the lobbyist ordinance requires a lobbyist to register with the City of Phoenix when lobbying a City official, which includes board members. The ordinance includes eight specific exemptions from the registration requirements. *See* Phoenix City Code, Section 2-1002. Registration as a lobbyist triggers quarterly disclosure requirements for expenditures made by the lobbyist related to a City official, including a board member. A lobbyist's contributions to an elected official's campaign or when a lobbyist solicits a contribution that results in an actual contribution to the campaign must also be disclosed quarterly. There is no requirement that lobbyists must document their meetings with individuals such as a board member, a lobbyist registration is sufficient.

2. Practical Implications to Board Member

It is not the board member's responsibility to determine a person's status as a lobbyist, in fact, a board member should not advise anyone whether the person should or should not register. Because all obligations rest solely on the lobbyist the person should decide to

register for themselves. However, providing the information about the City Clerk's website is a quick and efficient way to help an individual make this determination.

3. Disclosure Requirement

When a lobbyist communicates with a board member in the lobbyist's capacity as a lobbyist, the lobbyist must disclose this capacity to the board member. Most lobbyists who lobby at the State level are familiar with this requirement because disclosure is also required at the State level.

4. Board Member's Reporting Obligation

All obligations imposed by the Lobbyist ordinance rest solely on the lobbyist. The ordinance does not impose any obligations on board members. If board members wish to confirm if a person or entity is registered to lobby, this information is easily accessible on the City Clerk's website, which lists registered lobbyists and entities. If a board member wishes to report a person who may be in violation of the ordinance, the board member should contact the City Clerk's office.

5. Violation

A lobbyist has five days to register after initially lobbying a City official. If the lobbyist fails to register within this period, the City will issue a letter that requests the lobbyist cure the violation within 15 days. If the violation is cured within the 15 days, no further action is taken. However, if the violation remains uncured on the 15th day by 5 p.m., the information is forwarded to the appropriate authority for possible enforcement.

E. Public Access: Open Meetings and Public Records

Numerous Arizona and City laws require the meetings of public bodies to be open to the public and public records must be available for inspection. *See* Open Meetings Laws (Arizona Revised Statutes, Sections 38-431 through 431.09 and City Charter, Chapter IV, Section 5) and Public Records Laws (Arizona Revised Statutes, Sections 39-121 through 121.03 and City Charter, Chapter IV, Section 21). (Reprinted in Appendix B).

Comment: Arizona statutes require that meetings of public bodies be conducted openly. Also, Arizona law allows broad access to public records. Open government gives the public confidence that public affairs are performed properly. Brochures are available at phoenix.gov/cityclerk.

F. Use of City Equipment, Facilities, or Personnel for Private Gain

Board members should not use City facilities, equipment, personnel, or supplies for private purposes, except to the extent the facilities, equipment, personnel, or supplies are lawfully available to the public.

Comment: Public respect for government is weakened when City-owned facilities and equipment are used by board members for improper personal gain. City office supplies, work materials, vehicles and equipment are to be used only for City work. Taking City goods for private use is not a "fringe benefit"; it is stealing. *See* Arizona Revised Statutes Section 13-1802. Also, it is improper (and maybe unlawful) for supervisors to use subordinates for their personal benefit. Finally, a board member should avoid waste of public supplies and equipment.

G. Software Management

A board member should not make, use, accept, or install illegal copies of computer software, documentation, or templates.

Examples of software copyright violations are:

(i) Installing a single-user copy of a software program on several computers;

(ii) Allowing six or more members to concurrently use a five-user licensed LAN software package;

(iii) Borrowing a copy of a single-user licensed program without that person removing it from their computer for the duration of the loan;

(iv) Loaning a person a copy of a single-user licensed software program as an evaluation copy without removing it from the member's computer for the duration of the evaluation; and

(v) Making more backup copies of the software than allowed in the license agreement. The City Auditor Department conducts periodic audits to insure compliance with City policies on software.

H. Electronic Mail

Electronic mail systems, including the internet, should be used only for City business unless otherwise authorized. All electronic mail is considered official City business and must be retained for a minimum of 90 days and in many cases longer, in accordance with the State's record retention schedule. In general, electronic mail communications are public records and subject to disclosure under the Arizona Public Records Act, Arizona Revised Statutes, Sections 39-101 and following.

Comment: The City will not read electronic message content as a routine matter, but reserves the right to do so without prior notification. The City may electronically scan email messages for the presence of specific content such as viruses or passwords and to maintain system integrity.

I. Federal Transit Administration Standards of Conduct

A board member must not participate in the selection, award, or administration of a contract supported by Federal Transit Administration funds if the member's participation involves a real or apparent conflict of interest. A conflict of interest arises when any of the following persons has a financial or other interest in the firm selected for award:

(i) A board member;

(ii) Any member of the board member's immediate family;

(iii) Board member's partner; or

(iv) An organization that employs, or is about to employ, any of the above.

J. Procurement Ethics

Board members must not represent any person or business for compensation related to any part of a City procurement, including any resulting contract, during the board member's term of office or where the board member played a material and significant role in the development of the solicitation, any other part of the procurement, or the contract award. Phoenix City Code Section 43-34.

Beginning on the date a solicitation is published and continuing until the contract is awarded or the solicitation is canceled, potential or actual proposers (including their representatives) may only discuss the solicitation with board members in a public meeting posted under Arizona law. Phoenix City Code Section 43-36.

Section IV:
Ethics Commission

A. City of Phoenix Ethics Commission

The Phoenix City Code establishes the Ethics Commission (Section 2-53). The Ethics Commission consists of five members who each serve a term of five years unless otherwise specified. Two commission members must be registered members of the Democratic Party, two commission members must be registered members of the Republican Party, and one commission member must be registered with no party affiliation. All members must be Phoenix residents and must not be elected officials, precinct committee persons of a political party, or Phoenix employees. A member may not serve more than one full term. One Democratic member, one Republican member, and the unaffiliated member will each serve a full initial term. One Democratic member and one Republican member will each serve a three-year initial term. Each commission vacancy must be filled by a candidate recommended by the Judicial Selection Advisory Board and approved by the City Council.

B. Ethics Commission Rules and Procedures

The City Manager will prepare initial rules and procedures for the commission's investigation and enforcement of an ethics or gift violation. All violations must be approved by an affirmative vote of four Ethics Commission members and an affirmative vote of seven Council members. These rules and procedures must address the process and procedures for the Ethics Commission to initiate proceedings, conduct the initial evaluation and investigation, proceed with a formal hearing after investigation by the Ethics Commission, if necessary, and recommend action, if necessary, to Council related to an alleged ethics or gift violation. By an affirmative vote of four members, the Ethics Commission may refer changes to the initial Ethics Commission rules and procedures to the City Manager for review and recommendation to City Council. Any changes to the initial Ethics Commission rules and procedures must be approved by an affirmative vote of seven City Council members.

C. Filing of Inquiry

Any person who is a Phoenix resident or who is directly aggrieved by an act or the failure to act of an elected official or board member may file with the City Clerk a written inquiry containing specific allegations of violations of the City's ethics or gift policy by any elected official or board member.

D. Consideration of Inquiry

Within five days of receiving the inquiry, the City Clerk will forward the inquiry to the Ethics Commission and the inquiry will be placed on the agenda of the commission's next available meeting.

E. Initial Evaluation by Commission

Each inquiry received by the commission will be initially evaluated by the commission to determine by an affirmative vote of four members if the allegations in the inquiry:

1. Are within the commission's jurisdiction and are facially sufficient in whole or in part to warrant additional evaluation or investigation of the allegations in the inquiry; or
2. Are outside of the commission's jurisdiction or facially insufficient to warrant investigation, and therefore,

dismiss the inquiry. The commission's dismissal of the inquiry is not subject to review; or

3. May involve a crime, in which case the commission must refer the inquiry to the proper authority for investigation and prosecution. If the commission refers the inquiry to another authority for criminal investigation or prosecution, the commission must stay all action related to the inquiry until the criminal investigation and any related proceedings are resolved; or
4. Are not well grounded in law or fact and are interposed for an improper purpose, such as to harass or cause unnecessary delay or expense to the elected official or board member. The commission may recommend that the City Council impose a civil sanction in the maximum amount of $500 against the person or entity for each frivolous inquiry. If the commission fails to make a determination by unanimous or the affirmative vote as required in subsections (1) through (4), the inquiry is deemed closed.

F. Ethics Commission Authority

Upon a determination that an inquiry warrants additional evaluation or investigation, the Ethics Commission is authorized to investigate, take testimony, and engage in any other action to the extent permitted by law to oversee the investigation and enforcement of the ethics or gift policy related to an elected official or board member. The commission may appoint an independent investigator as may be necessary to assist the Ethics Commission in carrying out its purpose and responsibilities. In addition, the Ethics Commission may issue advisory opinions regarding ethics and gift policy issues upon request by an elected official or board member, and make recommendations to the City Council.

G. Inquiry Report

After the conclusion of any hearing or fact finding related to an inquiry alleging a violation of the City's ethics or gift policy by an elected official or board member, the investigator will prepare a written report with findings of fact and recommendations. The report will be provided to the Ethics Commission for such action as the Ethics Commission deems appropriate. The report will not be available for public inspection under the Arizona Public Records Act until after final action by the Ethics Commission.

H. Commission Review

The Ethics Commission may review and discuss the inquiry and the report in executive session as permitted by law. In public session, by the affirmative vote of four members the Ethics Commission may recommend to the full Council to sustain the alleged violations in whole or in part, to impose sanctions, if any, permitted by this section, or to dismiss the inquiry. If there are less than four votes to make a recommendation to the full City Council or to dismiss the inquiry, then the inquiry is deemed closed.

I. Consideration of Recommendation

A recommendation from the Ethics Commission related to an inquiry will be placed on the agenda of the next available meeting of the full City Council. By the affirmative vote of seven members the City Council may accept the Ethics Commission recommendation in whole or in part, impose the same or different sanctions, if any, as permitted by this section, or dismiss the inquiry. If there are less than seven votes to accept the Ethics Commission's recommendation in whole or in part, or to dismiss the inquiry, the inquiry is deemed closed.

J. Sanctions

By an affirmative vote of seven members, the City Council may impose any of the following actions or civil sanctions for a violation of the ethics or gift policies by an elected official or board member: censure, a maximum civil sanction in the amount of $500 for each violation, or removal from office if the violation relates to a board member. Phoenix City Code Section 1-5 does not apply to action under this subsection. The penalties and remedies provided in Title 38, Chapter 3, Article 8, Arizona Revised Statutes, may apply and may be enforced as provided by law.

K. Action for Frivolous Allegations

Upon a finding and recommendation by an affirmative vote of four members of the Ethics Commission and by an affirmative vote of seven members of the City Council, the City Council may direct the City Manager through the City Attorney to file a complaint in municipal court against a person, or other entity recognized by law, for the filing of allegations of ethics or gift violations that are not well grounded in law or fact and are interposed for an improper purpose, such as to harass or cause unnecessary delay or expense to the elected official or board member. A person found liable for violating this section by a preponderance of the evidence may be subject to a maximum civil sanction in the amount of $500 for each violation and may be ordered to pay the reasonable attorney's fees and costs incurred by the elected official or board member to respond to and defend against the improper allegations.

L. Removal of Board Member

Compliance with this section is not required for the City Council to act under Phoenix City Code Section 2-51.

Section V:
Additional Procedures

A. How to Declare a Possible Conflict of Interest

If a board member believes a conflict of interest (or even a possible conflict) exists, the board member should make known this fact as soon as the possible conflict comes to the board member's attention. For example, as soon as a board member realizes a conflict exists on a given matter, the board member should fully disclose the conflicting interest on the record for the minutes. Once the possible conflict is made known, the board member should not participate in any manner (by discussing, questioning, or voting) in that matter. When the minutes of the meeting are available, the staff will send a copy to the City Clerk's Office with a note explaining that a conflict of interest was declared. If a board member is unsure whether a particular situation is considered a conflict of interest, the safest course of action is simply to declare that a conflict may exist that prevents the board member from participating in the matter. This course of action is better than the risk of an inadvertent violation of the law. Indeed, if there is a consistent theme to this handbook, it would be: "If in doubt, don't."

B. Where to Report Others' Improper Conduct

Board members have a duty to prevent any improper acts or failure to act in government. To report suspected wrongdoing, including but not limited to illegal or unethical behavior, a board member may call the Integrity Line at (602) 261-8999 or 534-5500 (TTY). Unethical behavior includes, but is not limited to, contract fraud, vendor kickbacks, loss or waste of City money or property, falsified documents, and specific danger to public health or safety.

Integrity Line callers are encouraged to provide a contact telephone number to permit investigators to gather additional information as the complaint is reviewed. Callers are encouraged to leave detailed information when contacting the Integrity Line to better assist the Committee with its review. The Committee requests the following information to assist the Committee with its review: (i) Circumstances of the incident and details of how fraud/inappropriate action took place; (ii) Names of all persons involved, including City division and department; (iii) Date(s), time(s) and location(s) the event(s) took place; (iv) If missing funds, identify source of funds and how much; (v) Identify any evidence or documentation that is available; (vi) Names of credible witnesses; and (vii) Any other information that may be helpful to review the matter.

The information gathered from the call is reported directly to the Integrity Line Committee, which includes the City Auditor, the City Attorney and the Assistant City Manager. The Committee maintains strict standards of confidentiality (to the extent permitted by law), and will not voluntarily release information about an inquiry. The Committee reviews all complaints received and will advise callers on the Committee's findings after their review.

C. Ethics Hotline—Board Member's Conduct

1. Possible Conflicts of Interest or Ethics Issues

If a board member is uncertain about whether a conflict of interest or other ethical problem exists, the board member should first contact the member's board liaison and board chairperson. The City of Phoenix Ethics Hotline is another resource if the member's board liaison is unavailable or unable to answer the board member's question.

2. Board Member's Future Conduct

All ethics information provided to board members through the Ethics Hotline is non-binding, does not constitute legal advice, and intended only to be informational. Ethics counsel will provide information solely related to the inquiring person's own future conduct. The Ethics Hotline does not address professionalism matters, legal issues, or past conduct, nor does it provide an opinion or information about the conduct of anyone other than the inquiring person. Ethics counsel does not provide information via email and cannot convey information through a paralegal or other assistant.

3. Number and Hours of Operation

The Ethics Hotline for board members may be reached at (602) 262-6761, 8:30 a.m. - 4:30 p.m., during regular City business days. To request a call back, please leave a voicemail message with the board member's name, contact telephone number, the best time to reach the member, and the name of the City of Phoenix board, commission, committee, or task force on which the member serves.

4. Ethics Hotline FAQ's

Q. Who answers Ethics Hotline calls?

A. A staff member answers Ethics Hotline calls and provides the caller's inquiry to ethics counsel. Ethics counsel will call the inquiring person within one to two business days, excluding holidays. If the board member's matter is time sensitive, ethics counsel will prioritize the member's call, but cannot guarantee an exact callback time.

Q. May the board member make an anonymous request for information from the Ethics Hotline?

A. No. An inquiring person is required to disclose the person's name and City of Phoenix affiliation when calling the Hotline.

Q. Are calls to the Ethics Hotline confidential?

A. No. Ethics counsel does not and cannot legally represent the board member nor does ethics counsel provide legal advice to the board member. Ethics counsel solely provides information to help inform a board member of City of Phoenix ethics policies and laws.

Q. Will the Ethics Counsel keep a record of the board member's call?

A. Yes. Ethics counsel will create a log of the call, including date and time of the call, a summary of the caller's question, and the information provided. These records are maintained by the City of Phoenix Law Department.

Q. Does the Ethics Hotline issue binding opinions?

A. No. Ethics counsel provides the information for the inquiring person's sole use.

Q. Can the board member's reliance on Ethics Hotline information serve as a defense to a City of Phoenix proceeding?

A. No. The ethics information is made available for the board member's use and consideration, but the board member maintains full responsibility for any of the board member's conduct.

Q. Can the Ethics Hotline provide a written opinion?

A. No. The Ethics Hotline provides telephonic information only. The Ethics Hotline does not provide informal written opinions or information via email.

Section VI:
Penalties and Sanctions

A. Under City Laws and Policies

Violations of the law and any of the policies set forth in this Ethics Handbook may expose a board member to a variety of penalties—including removal and civil and criminal penalties, as authorized by law.

Comment: For example, the penalties for a violation of Arizona's Open Meetings laws include nullification of action taken (Arizona Revised Statutes, Section 38-431.05), removal from office, a civil penalty of up to $500, an assessment of all costs and attorney's fees incurred in the lawsuit, and such other equitable relief that the court deems appropriate. Arizona Revised Statutes, Section 38-431.07(A).

B. Under State Policies and Laws

Board members must recognize the serious consequences of violating some of the laws set forth in this Ethics Handbook. For example, intentional violation of the conflict of interest laws constitutes a Class 6 felony, which is punishable upon conviction by imprisonment for up to 1 ½ years and/or a fine of up to $150,000. Negligent violation of the law constitutes a Class 1 misdemeanor, which is punishable by imprisonment for up to 6 months and/or a fine of up to $2,000. In addition, a person found guilty of violating the law automatically forfeits their public office.

Ultimate responsibility for complying with the law rests with individual members of public bodies. Therefore, in situations involving potential conflicts of interest, doubts as to the application of the law should be resolved by disqualification rather than by participation.

Appendix A:
Applicable Ethics Laws and Policies

Phoenix City Charter Chapter XI, Section 1 (Adopting State Conflict of Interest Laws)

The provisions of the state law governing conflict of interest of officers and employees shall apply.

Phoenix City Charter Chapter XI, Section 2 (Discrimination)

No person shall be appointed to, removed from or in any way favored or discriminated against with respect to any City position because of race, color, ancestry, national origin, sex, political or religious opinions or affiliations.

Phoenix City Code Chapter 2, Article II, Section 2-52(A) (Definitions for Ethics and Gift Policies)

Definitions. The following definitions apply to this section. The plural of the word or phrase includes the singular, and the singular includes the plural:

1. "Board member" means a member, or the person's relative or partner, of a City of Phoenix board, committee, commission, or task force.

2. "City business" means an activity or enterprise for gain, benefit, advantage, or livelihood with a public entity, a research organization, a regulatory body, a business association, or a professional association, whose primary purpose relates to research, rulemaking, development, best practices, or regulations that affect or relate to the City of Phoenix.

3. "Community" event means an event, activity, or function located in Arizona and sponsored by the City of Phoenix, a nonprofit organization, a professional association, a business association, a charitable organization, a cultural/arts organization, or a community organization.

4. "Compensation" means money, a tangible thing of value, or a financial benefit.

5. "Elected official" means a person, or the person's relative or partner, elected or appointed as Mayor or as Council member of the City of Phoenix.

6. "Employee" means a person, or the person's relative or partner, who is not an elected official, board member, volunteer, or City of Phoenix Municipal Court Judge, and who is employed full-time or part-time by the City of Phoenix.

7. "Gift means" direct or indirect compensation, other than as provided by law, for services, duties, or responsibilities rendered or to be rendered by a person in their capacity as an elected official, employee, board member, or volunteer. Gift does not mean:

   a. Compensation received by an elected official, board member, or volunteer as part of the person's employment outside of the City of Phoenix or as part of the person's service as a member of a board of directors for a corporation or other elective office, and which compensation is unrelated to the person's position or office as an elected official, board member, or volunteer; or

   b. A political campaign contribution as permitted by law; or

   c. Compensation received by an elected official, employee, board member, or volunteer from the person's relative or partner; or

d. Compensation in the form of a personalized plaque or similar personalized award received by an elected official, employee, board member, or volunteer for the person's service to the City of Phoenix consistent with the duties and responsibilities of the person's position or office; or

e. Compensation in the form of admission, food, beverages, transportation, or accommodations received by an elected official or employee in the capacity as a City of Phoenix representative and related to City business; or

f. Compensation associated with a relative's or partner's elective office; or

g. Compensation in the form of admission, food, or beverages received by an elected official, employee, board member, or volunteer to attend a community event.

8. "Partner" means a person in a domestic partnership as defined in Section 18-401.

9. "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouse, and the parent, brother, sister, or child of a spouse.

10. "Special occasion" means an engagement or wedding involving a relative, partner, or relative of a partner, the birth or adoption of a child, or the death of a relative, partner, or relative of a partner.

11. "Volunteer" means a person, or the person's relative or partner, other than a board member who provides their services to the City of Phoenix without any express or implied promise of compensation, and serves as a hearing officer, intern, extern, contractor, vendor, or otherwise serves in the administrative offices of an elected official, the City Manager, or a City of Phoenix department or function head. A block watch captain is not a volunteer for purposes of this gift policy.

Phoenix City Code Chapter 2, Article II, Section 2-52(B) (Ethics Policy)

B. Ethics policy. It is the policy of the City of Phoenix to uphold, promote and demand the highest standards of ethics from all of its elected officials, employees, board members, and volunteers. Accordingly, all City elected officials, employees, board members, and volunteers must maintain the utmost standards of personal integrity, truthfulness, honesty and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, and never use their City position or power for improper personal gain.

Phoenix City Code Chapter 2, Article II, Section 2-52(C) (Gift Policy)

C. Permissible and prohibited gifts.

1. A gift in any amount received by an elected official, employee, board member, or volunteer is prohibited if the gift creates the appearance of undue influence, or if the gift creates a conflict of interest under Phoenix City Charter Chapter XI, Section 1 (Title 38, Chapter 3, Article 8, Arizona Revised Statutes).

2. A gift with a known or reasonably estimated fair market value of $50 or less, received by an elected official, employee, board member, or volunteer, is permissible if the gift is not otherwise prohibited by law. The gift disclosure requirements provided in this section do not apply to a permissible gift under this subsection.

3. A gift with a known or reasonably estimated fair market value greater than $50 received by an elected official or

employee is permissible if the gift is not otherwise prohibited by law and if the gift is disclosed by the recipient of the gift as provided in this Section. A gift with an unknown value should be disclosed as "unknown" if a reasonable estimate of the gift's fair market value is greater than $50.

4. A gift with a known or reasonably estimated fair market value greater than $50 received by a board member or volunteer is permissible if the gift is not otherwise prohibited by law.
5. An elected official, employee, board member, or volunteer may request a gift waiver for a gift received in connection with a special occasion by filing a written request with the Ethics Commission. In addition, an elected official or employee who must file a disclosure form as provided in this section may seek a waiver of the disclosure requirements for a gift received in connection with a special occasion. If the gift or disclosure waiver is approved by the Ethics Commission, the waiver request form must be filed with the City Clerk as provided in this section.

Phoenix City Code Chapter 2, Article II, Section 2-52(D) (Disclosure Requirements)

D. Gift disclosure requirements.

1. If a gift must be disclosed by an elected official or employee as provided in this Section, the gift recipient must file a form with the City Clerk within 30 calendar days following the end of the quarter in which the gift is received.
2. The form must include the following information related to the gift:
    a. Gift recipient's full name and status as an elected official or employee;
    b. Value, including disclosure of unknown value as "unknown" if a reasonable estimate of the fair market value of the gift is greater than $50;
    c. Description of gift;
    d. Date received; and
    e. Gift giver's full name and affiliated organization if applicable.
3. The City Clerk shall post the gift disclosure form and maintain the posting of each disclosure form on the City of Phoenix website and, when funding is authorized, in a searchable database:
    a. For an elected official, three years after the end of the elected official's term.
    b. For an employee, five years from the date the disclosure form is filed by an employee.
4. The disclosure requirements provided in this subsection shall not apply to a board member or volunteer.

Phoenix City Code Chapter 2, Article II, Section 2-53 (City of Phoenix Ethics Commission; Ethics or Gift Policy Violations by Elected Officials or Board Members)

A. Definitions. The definitions in Section 2-52(A) apply to this section.

B. City of Phoenix Ethics Commission. The City of Phoenix Ethics Commission is hereby established to consist of five members who each serve a term of five years unless otherwise specified. Two Commission members must be registered members of the Democratic Party, two Commission members must

be registered members of the Republican Party, and one Commission member must be registered with no party affiliation. All members must be Phoenix residents and must not be elected officials, precinct committee persons of a political party, or Phoenix employees. A member may not serve more than one full term. One Democratic member, one Republican member, and the unaffiliated member will each serve a full initial term. One Democratic member and one Republican member will each serve a three-year initial term. Each Commission vacancy must be filled by a candidate recommended by the Judicial Selection Advisory Board and approved by Council as provided in this section.

C. Appointment of Commission members. The Judicial Selection Advisory Board will seek out and encourage qualified individuals to apply for appointment to the Ethics Commission and may conduct investigations into the background and qualifications of candidates through the use of questionnaires, personal interviews, and other means as the Board deems reasonable. When making recommendations for appointment to the Commission, the Board should consider the diversity of Phoenix's population. A candidate for appointment to the Commission must be a registered Arizona voter who has been continuously registered with the same political party or registered as unaffiliated with a political party for five or more years preceding the date the candidate files an application with the Board. A candidate for appointment to the Commission must be a Phoenix resident and may not serve as an elected official, a precinct committee person of a political party, or Phoenix employee on the date the candidate files an application with the Board. As provided in Section 2-96, the Board will recommend candidates for appointment to the Commission by the affirmative vote of seven Council members.

D. Ethics Commission compensation. Ethics Commission members will not receive a salary or otherwise be compensated except for reimbursement of parking fees near Phoenix City Hall.

E. Ethics Commission rules and procedures. The City Manager will prepare initial rules and procedures for the Commission's investigation and enforcement of an ethics or gift violation. All violations must be approved by an affirmative vote of four Ethics Commission members and an affirmative vote of seven Council members. These rules and procedures must address the process and procedures for the Ethics Commission to initiate proceedings, conduct the initial evaluation and investigation, proceed with a formal hearing after investigation by the Ethics Commission, if necessary, and recommend action, if necessary, to Council related to an alleged ethics or gift violation. By an affirmative vote of four members, the Ethics Commission may refer changes to the initial Ethics Commission rules and procedures to the City Manager for review and recommendation to Council. Any changes to the initial Ethics Commission rules and procedures must be approved by an affirmative vote of seven Council members.

F. Filing of inquiry. Any person who is a Phoenix resident or who is directly aggrieved by an act or the failure to act of an elected official or board member may file with the City Clerk a written inquiry containing specific allegations of violations of the City's ethics or gift policy by any elected official or board member.

G. Elected official participation. An elected official must not participate in any discussion or vote in an inquiry involving the elected official's acts or failure to act except to respond to the inquiry or defend against any allegation related to the inquiry.

H. Consideration of inquiry. Within five days of receiving the inquiry, the City Clerk will forward the inquiry to the Ethics Commission and the inquiry will be placed on the agenda of the Commission's next available meeting.

I. Initial evaluation by Commission. Each inquiry received by the Commission will be initially evaluated by the Commission to determine by the affirmative vote of four members if the allegations in the inquiry:

1. Are within the Commission's jurisdiction and are facially sufficient in whole or in part to warrant additional evaluation or investigation of the allegations in the inquiry; or
2. Are outside of the Commission's jurisdiction or facially insufficient to warrant investigation and, therefore, dismiss the inquiry. The Commission's dismissal of the inquiry is not subject to review; or
3. May involve a crime, in which case the Commission must refer the inquiry to the proper authority for investigation and prosecution. If the Commission refers the inquiry to another authority for criminal investigation or prosecution, the Commission must stay all action related to the inquiry until the criminal investigation and any related proceedings are resolved; or
4. Are not well grounded in law or fact and are interposed for an improper purpose, such as to harass or cause unnecessary delay or expense to the elected official or board member. The Commission may recommend that the Council impose a civil sanction in the maximum amount of $500 against the person or entity for each frivolous inquiry.

If the Commission fails to make a determination by unanimous or the affirmative vote as required in subsections (I)(1) through (4) of this section, the inquiry is deemed closed.

J. Ethics Commission authority. Upon a determination that an inquiry warrants additional evaluation or investigation, the Ethics Commission is authorized to investigate, take testimony, and engage in any other action to the extent permitted by law to oversee the investigation and enforcement of the ethics or gift policy related to an elected official or board member. The Commission may appoint an independent investigator as may be necessary to assist the Ethics Commission in carrying out its purpose and responsibilities. In addition, the Ethics Commission may issue advisory opinions regarding ethics and gift policy issues upon request by an elected official or board member, and make recommendations to Council.

K. Inquiry report. After the conclusion of any hearing or fact finding related to an inquiry alleging a violation of the City's ethics or gift policy by an elected official or board member, the investigator will prepare a written report with findings of fact and recommendations. The report will be provided to the Ethics Commission for such action as the Ethics Commission deems appropriate. The report will not be available for public inspection under the Arizona Public Records Act until after final action by the Ethics Commission.

L. Commission review. The Ethics Commission may review and discuss the inquiry and the report in executive session as permitted by law. In public session, by the affirmative vote of four members the Ethics Commission may recommend to the full Council to sustain the alleged violations in whole or in part, to impose sanctions, if any, permitted by this section, or to dismiss the inquiry. If there are less than four votes to make a recommendation to the full Council or to dismiss the inquiry, then the inquiry is deemed closed.

M. Consideration of recommendation. A recommendation from the Ethics Commission related to an inquiry will be placed on the agenda of the next available meeting of the full Council. By the affirmative vote of seven members the Council may accept the Ethics Commission recommendation in whole or in part, impose the same or different sanctions, if any, as permitted by this section, or dismiss the inquiry. If there are less than seven votes to accept the Ethics Commission's recommendation in whole or in part, or to dismiss the inquiry, the inquiry is deemed closed.

N. Sanctions. By an affirmative vote of seven members, the Council may impose any of the following actions or civil sanctions for a violation of the ethics or gift policies by an elected official or board member: censure, a maximum civil

sanction in the amount of $500 for each violation, or removal from office if the violation relates to a board member. Section 1-5 does not apply to action under this subsection. The penalties and remedies provided in Title 38, Chapter 3, Article 8, Arizona Revised Statutes, may apply and may be enforced as provided by law.

O. Action for frivolous allegations. Upon a finding and recommendation by an affirmative vote of four members of the Ethics Commission and by an affirmative vote of seven members of the City Council, the City Council may direct the City Manager through the City Attorney to file a complaint in Municipal Court against a person, or other entity recognized by law, for the filing of allegations of ethics or gift violations that are not well grounded in law or fact and are interposed for an improper purpose, such as to harass or cause unnecessary delay or expense to the elected official or board member. A person found liable for violating this section by a preponderance of the evidence may be subject to a maximum civil sanction in the amount of $500 for each violation and may be ordered to pay the reasonable attorney's fees and costs incurred by the elected official or board member to respond to and defend against the improper allegations.

P. Removal of Commission member. Compliance with this section is not required for the Council to take action under Section 2-51.

Phoenix City Code Chapter 2, Article III, Section 2-96 (Judicial Selection Advisory Board Selection of Ethics Commission Candidates for City Council Approval)

A. There is hereby created a Judicial Selection Advisory Board to be composed of the Chief Presiding Judge of the City Court, who shall serve as a nonvoting member, and nine voting members, consisting of the following: the Presiding Judge of the Superior Court of Maricopa County or his designee; an appellate court judge to be appointed by the Chief Justice of the Arizona Supreme Court; a member of the Maricopa County Bar Association who shall reside in the City of Phoenix and who shall be appointed by the Mayor from among three nominees recommended by the Association's Board of Directors; an active member of the State Bar of Arizona who shall reside in the City of Phoenix and who shall be appointed by the Mayor from among three nominees recommended by the State Bar's Board of Governors; and five nonattorney public members who are nominated by the Mayor and who are residents of the City of Phoenix. The diversity of the City's population shall be considered when making an appointment to the Board. None of the public members shall be an employee of the City of Phoenix. Voting members shall be subject to approval by the City Council. Voting members shall serve a term of three years and shall be eligible for reappointment for one additional three-year term. The members shall serve without salary or compensation.

B. The Board's officers shall consist of a chairman and vice-chairman, each selected from the Board's voting members. Officers shall serve one-year terms. No member shall serve more than two terms as chairman or two terms as vice-chairman, not including any term filled for the remainder of another member's unexpired term. Upon expiration of the chairman's first term or, if selected for a second term, upon expiration of the chairman's second term, the vice-chairman automatically shall become the chairman. If upon expiration of the chairman's first term, the chairman is selected by the voting members for a second term, the vice-chairman shall automatically continue in that office for a second term. A vacancy in the office of chairman caused other than by the expiration of a term shall be filled by the vice-chairman for the remainder of the unexpired term. The members shall determine operating procedures for the Board, which shall be kept in writing.

The vice-chairman shall preside whenever the chairman is absent or unable to act. The chairman will have the duty to prepare written reports as may be requested by the City Council.

C. The Board shall have the following powers and duties:

1. To seek out and encourage qualified individuals to apply for the office of judge of the City Court or the City of Phoenix Ethics Commission.
2. To conduct investigations into the background and qualifications of candidates for the office of judge of the City Court or for the City of Phoenix Ethics Commission, including but not limited to the use of questionnaires, personal interviews, and contacting such individuals and institutions as it deems reasonable to obtain as much background information on the candidate as possible.
3. To submit its recommendations for candidates for appointment or reappointment to the office of judge of the City Court or Chief Presiding Judge or to the City of Phoenix Ethics Commission to the Mayor, who thereafter shall convene the City Council for the purpose of interviewing all candidates recommended. When making recommendations for judicial office or for the City of Phoenix Ethics Commission, the Board shall consider the diversity of the City's population; however, the primary consideration shall be merit.

D. The meetings of the Board shall be held once each year for the purpose of reviewing operating procedures and on call of the chairman or a majority of the members. The chairman shall issue a call for a meeting promptly upon learning of the existence or anticipated existence of a vacancy in the office of judge of the City Court or in the City of Phoenix Ethics Commission. The Board shall, whenever practical, hold public meetings designed to permit interested parties and groups to submit and recommend persons for consideration.

Phoenix City Code Section 43-34 Conflict of Interest (Procurement Ethics)

An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.

Arizona Revised Statutes Title 36, Section 36-1406 (Interest of Municipal Officer in Housing Project)

A. An officer of a public housing authority, city, town or county shall not acquire any direct or indirect interest in a housing project or in property included or planned to be included in a housing project of the public housing authority, city, town or county or have any direct or indirect interest in any contract or proposed contract for materials or services to be furnished or used in connection with a housing project.

B. If an officer of a public housing authority, city, town or county owns or controls an interest directly or indirectly in property included or planned to be included in a housing project, the officer shall immediately disclose that interest in writing to the governing body of the public housing authority, city, town or

county, and the disclosure shall be entered upon the minutes of the governing body. Failure to disclose the interest is misconduct in office. After making this disclosure, the officer shall not participate in any action by the city, town or county affecting the property.

Arizona Revised Statutes Title 36, Section 36-1477 (Employee Interest in Development Project)

A. A public official of a municipality, commissioner or employee of a housing authority or slum clearance and redevelopment commission to which the powers of a municipality have been delegated pursuant to this article shall not voluntarily acquire any interest, direct or indirect, in a redevelopment project or in any property included or planned to be included in a redevelopment project of the municipality or in any contract or proposed contract in connection with a redevelopment project. If an acquisition is not voluntary, the interest acquired shall be immediately disclosed in writing to the local governing body and the disclosure shall be entered upon the minutes of the governing body.

B. If any official, commissioner or employee presently owns or controls, or owned or controlled within the preceding two years, any interest, direct or indirect, in any property which the person knows is included or planned by the municipality to be included in any redevelopment project, the person shall immediately disclose this fact in writing to the local governing body, and this disclosure shall be entered upon the minutes of the governing body. The person shall not participate in any action by the municipality, housing authority or commission affecting the property. Any violation of this section shall constitute misconduct in office.

Arizona Revised Statutes Title 38, Section 38-481 (Employment of Relatives)

A. It is unlawful, unless otherwise expressly provided by law, for an executive, legislative, ministerial or judicial officer to appoint or vote for appointment of any person related to him by affinity or consanguinity within the third degree to any clerkship, office, position, employment or duty in any department of the state, district, county, city or municipal government of which such executive, legislative, ministerial or judicial officer is a member, when the salary, wages or compensation of such appointee is to be paid from public funds or fees of such office, or to appoint, vote for or agree to appoint, or to work for, suggest, arrange or be a party to the appointment of any person in consideration of the appointment of a person related to him within the degree provided by this section.

B. Any executive, legislative, ministerial or judicial officer who violates any provision of this section is guilty of a class 2 misdemeanor.

C. The designation executive, legislative, ministerial or judicial officer includes all officials of the state, or of any county or incorporated city within the state, holding office either by election or appointment, and the heads of the departments of state, county or incorporated cities, officers and boards or managers of the universities.

Arizona Revised Statutes Title 38, Section 38-501 (Application of Conflict of Interest Laws)

A. [These laws] shall apply to all public officers and employees of incorporated cities or towns, of political subdivisions and of the state and any of its departments, commissions, agencies, bodies or boards.

B. Notwithstanding the provisions of any other law, or the provisions of any charter or ordinance of any incorporated city or town to the contrary, the provisions of this article shall be exclusively applicable to all officers and employees of every incorporated city or town or political subdivision or the state and any of its departments, commissions, agencies, bodies or boards and shall supersede the provisions of any other such law, charter provision or ordinance.

C. Other prohibitions in the state statutes against any specific conflict of interests shall be in addition to this article if consistent with the intent and provisions of this article.

Arizona Revised Statutes Title 38, Section 38-502 (Conflict of Interest, Definitions)

Unless the context otherwise requires:

1. "Compensation" means money, a tangible thing of value or a financial benefit.

2. "Employee" means all persons who are not public officers and who are employed on a full-time, part-time or contract basis by an incorporated city or town, a political subdivision or the state or any of its departments, commissions, agencies, bodies or boards for remuneration.

3. "Make known" means the filing of a paper which is signed by a public officer or employee and which fully discloses a substantial interest or the filing of a copy of the official minutes of a public agency which fully discloses a substantial interest. The filing shall be in the special file established pursuant to Section 38-509.

4. "Official records" means the minutes or papers, records and documents maintained by a public agency for the specific purpose of receiving disclosures of substantial interests required to be made known by this article.

5. "Political subdivision" means all political subdivisions of the state and county, including all school districts.

6. "Public agency" means:

   (a) All courts.

   (b) Any department, agency, board, commission, institution, instrumentality or legislative or administrative body of the state, a county, an incorporated town or city and any other political subdivision.

   (c) The state, county and incorporated cities or towns and any other political subdivisions.

7. "Public competitive bidding" means the method of purchasing prescribed by Title 41, Chapter 23, or procedures substantially equivalent to such method of purchasing, or as provided by local charter or ordinance.

8. "Public officer" means all elected and appointed officers of a public agency established by charter, ordinance, resolution, state constitution or statute.

9. "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

10. "Remote interest" means:

   (a) That of a nonsalaried officer of a nonprofit corporation.

   (b) That of a landlord or tenant of the contracting party.

   (c) That of an attorney of a contracting party.

   (d) That of a member of a nonprofit cooperative marketing association.

   (e) The ownership of less than three percent of the shares of a corporation for profit, provided the total annual income from dividends, including the value of stock dividends, from the corporation does not exceed five percent of the total annual income of such officer or employee and any other payments made to him by the corporation do not exceed five percent of his total annual income.

(f) That of a public officer or employee in being reimbursed for his actual and necessary expenses incurred in the performance of official duty.

(g) That of a recipient of public services generally provided by the incorporated city or town, political subdivision or state department, commission, agency, body or board of which he is a public officer or employee, on the same terms and conditions as if he were not an officer or employee.

(h) That of a public school board member when the relative involved is not a dependent, as defined in Section 43-1001, or a spouse.

(i) That of a public officer or employee, or that of a relative of a public officer or employee, unless the contract or decision involved would confer a direct economic benefit or detriment on the officer, the employee or his relative, of any of the following:

(i) Another political subdivision.

(ii) A public agency of another political subdivision.

(iii) A public agency except if it is the same governmental entity.

(j) That of a member of a trade, business, occupation, profession or class of persons consisting of at least ten members which is no greater than the interest of the other members of that trade, business, occupation, profession or class of persons.

(k) That of a relative who is an employee of any business entity or governmental entity that employs at least twenty-five employees within this state and who, in the capacity as an employee, does not assert control or decision-making authority over the entity's management or budget decisions.

(l) The ownership of any publicly traded investments that are held in an account or fund, including a mutual fund, that is managed by one or more qualified investment professionals who are not employed or controlled by the officer or employee and that the officer or employee owns shares or interest together with other investors.

11. "Substantial interest" means any nonspeculative pecuniary or proprietary interest, either direct or indirect, other than a remote interest.

Arizona Revised Statutes Title 38, Section 38-503 (Conflict of Interest, Exemptions, Employment Prohibition)

A. Any public officer or employee of a public agency who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to such public agency shall make known that interest in the official records of such public agency and shall refrain from voting upon or otherwise participating in any manner as an officer or employee in such contract, sale or purchase.

B. Any public officer or employee who has, or whose relative has, a substantial interest in any decision of a public agency shall make known such interest in the official records of such public agency and shall refrain from participating in any manner as an officer or employee in such decision.

C. Notwithstanding the provisions of subsections A and B of this Section, no public officer or employee of a public agency shall supply to such public agency any equipment, material, supplies or services, unless pursuant to an award or contract let after public

competitive bidding, except that:

1. A school district governing board may purchase, as provided in Sections 15-213 and 15-323, supplies, materials and equipment from a school board member.
2. Political subdivisions other than school districts may purchase through their governing bodies, without using public competitive bidding procedures, supplies, materials and equipment not exceeding three hundred dollars in cost in any single transaction, not to exceed a total of one thousand dollars annually, from a member of the governing body if the policy for such purchases is approved annually.

D. Notwithstanding subsections A and B of this section and as provided in Sections 15-421 and 15-1441, the governing board of a school district or a community college district may not employ a person who is a member of the governing board or who is the spouse of a member of the governing board.

Arizona Revised Statutes Title 38, Section 38-504 (Prohibited Acts; Represent Another Party; Confidential Information)

A. A public officer or employee shall not represent another person for compensation before a public agency by which the officer or employee is or was employed within the preceding twelve months or on which the officer or employee serves or served within the preceding twelve months concerning any matter with which the officer or employee was directly concerned and in which the officer or employee personally participated during the officer's or employee's employment or service by a substantial and material exercise of administrative discretion.

B. During the period of a public officer's or employee's employment or service and for two years thereafter, a public officer or employee shall not disclose or use for the officer's or employee's personal profit, without appropriate authorization, any information acquired by the officer or employee in the course of the officer's or employee's official duties which has been clearly designated to the officer or employee as confidential when such confidential designation is warranted because of the status of the proceedings or the circumstances under which the information was received and preserving its confidentiality is necessary for the proper conduct of government business. A public officer or employee shall not disclose or use, without appropriate authorization, any information that is acquired by the officer or employee in the course of the officer's or employee's official duties and that is declared confidential by law.

C. A public officer or employee shall not use or attempt to use the officer's or employee's official position to secure any valuable thing or valuable benefit for the officer or employee that would not ordinarily accrue to the officer or employee in the performance of the officer's or employee's official duties if the thing or benefit is of such character as to manifest a substantial and improper influence on the officer or employee with respect to the officer's or employee's duties.

Arizona Revised Statutes Title 38, Section 38-505 (Additional Income Prohibited for Services)

A. No public officer or employee may receive or agree to receive directly or indirectly compensation other than as provided by law for any service rendered or to be rendered by him personally in any case, proceeding, application, or other matter which is pending

before the public agency of which he is a public officer or employee.

B. This section shall not be construed to prohibit the performance of ministerial functions including, but not limited to, the filing, or amendment of tax returns, applications for permits and licenses, incorporation papers, and other documents.

Arizona Revised Statutes Title 38, Section 38-506 (Remedies)

A. In addition to any other remedies provided by law, any contract entered into by a public agency in violation of this article is voidable at the instance of the public agency.

B. Any person affected by a decision of a public agency may commence a civil suit in the superior court for the purpose of enforcing the civil provisions of this article. The court may order such equitable relief as it deems appropriate in the circumstances including the remedies provided in this section.

C. The court may in its discretion order payment of costs, including reasonable attorney's fees, to the prevailing party in an action brought under subsection B.

Arizona Revised Statutes Title 38, Section 38-507 (Opinions of the Attorney General, County Attorneys, City or Town Attorneys and House and Senate Ethics Committee)

Requests for opinions from either the attorney general, a county attorney, a city or town attorney, the senate ethics committee or the house of representatives ethics committee concerning violations of this article shall be confidential, but the final opinions shall be a matter of public record. The county attorneys shall file opinions with the county recorder, the city or town attorneys shall file opinions with the city or town clerk, the senate ethics committee shall file opinions with the senate secretary and the house of representatives ethics committee shall file opinions with the chief clerk of the house of representatives.

Arizona Revised Statutes Title 38, Section 38-508 (Authority of Public Officers and Employees to Act)

A. If the provisions of Section 38-503 prevent an appointed public officer or a public employee from acting as required by law in his official capacity, such public officer or employee shall notify his superior authority of the conflicting interest. The superior authority may empower another to act or such authority may act in the capacity of the public officer or employee on the conflicting matter.

B. If the provisions of Section 38-503 prevent a public agency from acting as required by law in its official capacity, such action shall not be prevented if members of the agency who have apparent conflicts make known their substantial interests in the official records of their public agency.

Arizona Revised Statutes Title 38, Section 38-509 (Filing of Disclosure)

Every political subdivision and public agency subject to this article shall maintain for public inspection in a special file all documents necessary to memorialize all disclosures of substantial interest made known pursuant to this article.

Arizona Revised Statutes Title 38, Section 38-510 (Penalties)

A. A person who:

1. Intentionally or knowingly violates any provision of Sections 38-503 through 38-505 is guilty of a class 6 felony.
2. Recklessly or negligently violates any provision of Sections 38-503 through 38-505 is guilty of a class 1 misdemeanor.

B. A person found guilty of an offense described in subsection A of this section shall forfeit his public office or employment if any.

C. It is no defense to a prosecution for a violation of Sections 38-503 through 38-505 that the public officer or employee to whom a benefit is offered, conferred or agreed to be conferred was not qualified or authorized to act in the desired way.

D. It is a defense to a prosecution for a violation of Sections 38-503 through 38-505 that the interest charged to be substantial was a remote interest.

Arizona Revised Statutes Title 38, Section 38-511 (Cancellation of Political Subdivision and State Contracts; Definition)

A. The state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

B. Leases of state trust land for terms longer than ten years cancelled under this section shall respect those rights given to mortgagees of the lessee by Section 37-289 and other lawful provisions of the lease.

C. The cancellation under this section by the state or its political subdivisions shall be effective when written notice from the governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time.

D. The cancellation under this section by any department or agency of the state or its political subdivisions shall be effective when written notice from such party is received by all other parties to the contract unless the notice specifies a later time.

E. In addition to the right to cancel a contract as provided in subsection A of this section, the state, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract.

F. Notice of this Section shall be included in every contract to which the state, its political subdivisions, or any of the departments or agencies of either is a party.

Appendix B:
Additional Applicable Laws and Policies

Phoenix City Charter Chapter XXV, Section 11 (Political Activity)

1. No officer or employee of the City shall directly or indirectly solicit or receive or be in any manner concerned in soliciting or receiving any assessment, subscription or contribution on behalf of any candidate for City of Phoenix elective office from any person holding a position with the City.

2. No person holding a position with the City, except elected officials, shall take any part in political management, affairs or campaigns in any election for City of Phoenix elective office further than to vote and privately express opinions.

Phoenix City Code Chapter 2, Article I, Section 2-14 (Vacancies on Boards and Commissions)

A. The provisions of this Section shall apply to all City boards, commissions and committees.

B. When an appointive member of any board, commission or committee fails to attend three consecutive regular meetings of such board, commission or committee, or fails to attend fifty percent or more of the regular meetings held by such board, commission or committee during the period of any calendar year, the Council may declare such member's seat vacant and his term expired.

C. The Council shall fill such vacancies as soon as may be expedient to do so by the appointment of a new member to a full term.

Phoenix City Code Chapter 2, Article II, Section 2-51 (Removal of Board, Commission, or Committee Member)

Except for an Ethics Commission member, a board, commission, or committee member may be removed from office with or without cause prior to the expiration of the member's term by a majority vote of the Council. An Ethics Commission member may be removed from office with or without cause prior to the expiration of the member's term by an affirmative vote of seven Council members.

Phoenix City Code Chapter 2, Article XXX, Sections 2-1000 and following, (Lobbyist Ordinance)

Phoenix City Code Section 2-1000, Definitions.

A. City official means the Mayor and members of the Council of the City of Phoenix, whether serving by election or appointment, and any person who serves in the administrative office of either the Mayor or a Council member, or any person who serves on a City of Phoenix board, committee, or commission, or the City Manager, executive staff, and all City of Phoenix department and function heads.

B. Compensation means money, service, facility, other thing of value, or benefit, including an interest in a business or an investment, which is received or will be

received in return for or in connection with services rendered or to be rendered.

C. Expenditure means any expense made in furtherance of a lobbying activity incurred by or on behalf of a lobbyist.

D. Family gift means a gift to a City official or a member of his or her household from a lobbyist who is a relative of the City official or a member of his household if the donor is not acting for someone not covered by this article.

E. Gift means a donation or transfer of money, real property, or tangible personal property. For purposes of this article, *gift* does not include:

1. A gift or inheritance from a spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin or any such person's spouse if the donor is not acting for someone not covered by this article and gifts of a personal nature were customarily received from such persons before becoming a City official.
2. The value of meals, entertainment, or lodging that is reported or exempt from reporting under this article.
3. Salary, compensation, or employer reimbursed expenses lawfully paid to a City official.
4. The value of professional or consulting services not rendered to obtain a benefit for any lobbyist or lobbyist's client.
5. Expenses relating to an event to which all members of the City Council or any Council committee or Council subcommittee, or all members who serve on a specific City of Phoenix board, committee, or commission, or the City Manager or all of the executive staff or all City of Phoenix department and function heads are invited.
6. A plaque or similar item given to a City official in recognition of service or notable accomplishment.
7. Informational material such as books, reports, pamphlets, tapes, calendars, or periodicals.
8. An unused item that is returned to the donor or delivered to a charitable organization within 15 days of receipt and is not claimed as a charitable contribution for tax purposes.
9. A campaign contribution that is properly received and reported as required by law.
10. An item given to a City official if an item of similar value is given by the City official at the same time, or on a similar occasion under similar circumstances.

F. Lobbying means communication by a lobbyist with any City official for the purpose of influencing official action.

G. Lobbyist means any person who is compensated to lobby for a person other than himself.

H. Official action means any action or nonaction by a City official.

I. Person means an individual, partnership, committee, association, limited liability company, or corporation and any other organization, or group of persons.

J. Personal hospitality means meals, beverages, transportation, or lodging furnished noncommercially by a person on his or her family's property or facilities.

K. Public official means a person holding an elected government office.

Phoenix City Code Section 2-1001, Registration; reports

A. Lobbyists must register before lobbying, or within five business days after first lobbying, by filing a statement that discloses the following:

1. If the lobbyist is an individual or organization, the lobbyist must provide a unique e-mail address and agree to accept all notices at that e-mail address. The lobbyist must ensure that the registered e-mail address is accurate and current at all times.

2. If the lobbyist is an individual, the name, business, and e-mail address of the lobbyist and any employee of the lobbyist who also acts as a lobbyist; provided, that an individual who is included as a lobbyist on the registration of an entity under subsection (A)(3) of this section need not register separately.

3. If the lobbyist is an organization, the name, business, and e-mail address of the entity, its chief executive officer and all its officers and employees who act as lobbyists (who must be notified by the organization in writing that they have been listed as lobbyists); provided, that the entity need not register as a lobbyist if all its officers and employees who act as lobbyists are individually registered as lobbyists under subsection (A)(2) of this section.

4. The name and business address of all persons who compensate the lobbyist to lobby and all persons on whose behalf lobbying is performed. Any change in the information required by this subsection must be reported to the City Clerk within 30 days of the change.

B. At the time of registration or any time thereafter, a lobbyist may file a statement certifying that the lobbyist intends to make no expenditures reportable under this article. Upon filing this statement, the lobbyist is exempt from the expenditure reporting requirements of this Section, so long as no expenditures are made. If a lobbyist who has signed an exemption statement subsequently makes any reportable expenditure, the lobbyist must notify the City Clerk of the expenditure within ten days and will thereafter be subject to expenditure reporting requirements.

C. Lobbyists must report expenditures quarterly. Reports must be filed with the City Clerk no later than 5:00 p.m. on April 15, July 15, October 15, and January 15. If any due date is a Saturday, Sunday, or other legal holiday, the report must be filed on the next business day. Expenditures over $25.00 must be itemized separately, listing the date, amount, and nature of the expenditure, the name of the City official receiving or benefiting from the expenditure, and the person on whose behalf the expenditure was made. Expenditures of $25.00 or less for each City official may be reported in the aggregate. Expenditures for the lobbyist's personal sustenance, family gifts, personal hospitality, preparation or distribution of informational materials, campaign contributions, professional, or consulting services not made on behalf of another person for compensation, and not rendered primarily for the benefit of a City official, office expenses, filing fees, legal fees, employees, compensation, lodging, and travel are not required to be reported.

D. All expenditures for events to which all members of the Council or any committee or subcommittee of the Council or all members who serve on a specific City of Phoenix board, committee, or commission or the City Manager, or all of the executive staff or all City of Phoenix department and function heads, are invited must be reported pursuant to subsection C of this Section. Such expenditures need not be allocated to individual Council members, but the date, location, total expenditures incurred and a description of each such event must be reported.

E. A lobbyist who makes no reportable expenditures during a specified reporting period may, in lieu of the report required by subsection C of this section, file a statement certifying that there were no reportable expenditures during the period.

F. A person must not make a gift to, or expenditure on behalf of, a City official through another person to conceal the identity of the person making the gift or expenditure.

G. A person must not give a gift to a City official for the performance of official duties or if it may reasonably be interpreted to be offered in order to influence any action or decision of a City official.

H. Annually, all registered City lobbyists must re-register with the City Clerk by no later than 5:00 p.m. on January 15. If January 15 is a Saturday, Sunday, or other legal holiday, the re-registration must be filed on the next business day.

I. Each registered lobbyist must provide the information and file the reports required by this section with the City Clerk, except individuals listed as lobbyists on the registration of an entity under subsection (A)(3) of this section may comply with this requirement through reports filed by the registered entity.

Phoenix City Code Section 2-1001.01, Disclosure.

Each lobbyist must disclose to each City official with whom the lobbyist communicates that he or she is acting in the capacity of a lobbyist.

Phoenix City Code Section 2-1002, Exceptions.

Section 2-1001 does not apply to:

A. A person who is not compensated for lobbying activity other than reimbursement for actual expenses.

B. A person, acting on his own behalf, who appears before the City Council, or a City of Phoenix board, committee, or commission, or contacts a City official to support or oppose official action.

C. A public official, public employee, or appointed member of a State, County or local board, commission, or council acting in his official capacity on matters pertaining to his office, employment, board, commission, or council.

D. An expert introduced or identified by a registered lobbyist or a public official who provides technical information, or answers technical questions, and makes no expenditure required to be reported by this article.

E. A person who performs professional services in drafting legislation or in advising and rendering opinions to clients as to the construction and effect of proposed or pending legislation.

F. An attorney who represents a client in any quasi-judicial proceeding.

G. A person who contacts a City official solely for the purpose of acquiring information.

H. A person who contacts a City official concerning any contract awarded through competitive bidding.

Phoenix City Code Section 2-1003, Political contributions; reports.

Lobbyists who contribute to, or solicit contributions on behalf of, political campaigns of City officials must file quarterly reports, which must be combined with expenditure reports when applicable, identifying the lobbyist and disclosing the dates and amounts of contributions made by or, if known, at the request of the lobbyist, the contributors' names, addresses, occupations and employers and the City officials to whom the contributions were made.

Phoenix City Code Section 2-1004, Forms, filing.

A. All statements and reports required by this article must be made under oath, on forms prescribed by the City Clerk and filed in the office of the City Clerk.

B. Statements and reports required by this article may be filed in electronic format approved by the City Clerk. The City Clerk may require that statements and reports be filed with an additional written or printed copy.

C. Notwithstanding subsection A of this section, a statement or report filed in electronic format is not required to bear a notarized signature but is deemed to be filed under penalty of perjury.

D. An electronic filing made under this section complies with the filing requirements of this article if the filing is properly formatted as prescribed by this article and if the filing contains complete and correct information.

Phoenix City Code Section 2-1005, Violations; penalty.

A. A person violates this article if the person:

1. Fails to comply with any provision of this article; files any statement or report required by this article which contains materially false information; files any statement or report that omits material information; or fails to comply with any material requirement of this article; or

2. Retains or employs another person to promote or oppose official action for compensation contingent in whole or in part on the passage or defeat of any official action; or

3. Accepts employment or renders service as a lobbyist contingent in whole or in part on the passage or defeat of any official action.

B. Penalty.

1. A first violation of this article constitutes a civil offense with a mandatory minimum fine of $1,000 per violation, not to exceed $2,500 per violation, and either a suspension from lobbying or a prohibition from registering to lobby with the City for 90 days.

2. A second violation within 84 months constitutes a civil offense with a mandatory minimum fine of $2,000 per violation, not to exceed $2,500 per violation, and either a suspension from lobbying or a prohibition from registering to lobby with the City for 180 days.

3. A third violation within 84 months constitutes a Class 1 misdemeanor. Upon conviction of a misdemeanor violation under this subsection, and in addition to the Court's sentence, the lobbyist must either be suspended from lobbying or prohibited from registering to lobby with the City for one year.

C. Each violation of this article constitutes a separate and distinct offense to which a separate penalty or fine may apply.

D. Any civil action or criminal prosecution for a violation of this article must commence within one year after the date on which the violation is alleged to have occurred.

Phoenix City Code Section 2-1005.01, Enforcement of lobbying violations.

A. Jurisdiction. The City Attorney, under Section 2-10(B)(1), and the City of Phoenix Ethics Commission, under Section 2-53, possess concurrent jurisdiction to enforce violations of this article.

B. Ethics Commission rules and procedures.

1. The City Manager or his or her designee will prepare initial rules and procedures for the Commission's investigation and enforcement of violations of this article. All violations must be approved by an affirmative vote of four out of five Ethics Commission members. These rules and procedures must address the process and procedures for the Ethics Commission to initiate proceedings, conduct the initial evaluation and investigation, and proceed with a formal hearing after investigation by the Ethics Commission of an alleged violation of this article.

2. By an affirmative vote of four out of five members, the Ethics Commission may refer changes to the initial Ethics Commission rules and procedures to the City Manager for review and recommendation to the City Council. Any changes to the initial Ethics Commission rules and procedures must be approved by an affirmative vote of seven Council members.

C. Filing of inquiry. Any person may file with the City Clerk a written inquiry containing specific allegations of violations of this article.

D. Consideration of inquiry.

1. Once the City Clerk receives an inquiry and the City Clerk has reviewed the inquiry and it appears on its face that a person may have violated any provision of this article, the City Clerk must serve notice on the person by certified mail or at the registered e-mail address requiring compliance with this article within 15 days. If the person does not take corrective action by 5:00 p.m. on the fifteenth day, the City Clerk will forward the inquiry to the Ethics Commission for prompt review and action.

2. When the Ethics Commission receives the inquiry, the inquiry must be placed on the agenda of the Commission's next available meeting.

3. When the Ethics Commission is not or cannot be assembled, the City Clerk will forward the inquiry to the City Attorney for prompt review and action.

E. Initial evaluation by Commission. The Commission will evaluate to determine if the allegations in the inquiry:

1. Are within the Commission's jurisdiction and are facially sufficient, in whole or in part, to warrant additional evaluation or investigation of the inquiry; or

2. Are outside of the Commission's jurisdiction or are facially insufficient to warrant investigation. If the allegations are outside the Commission's jurisdiction or are insufficient to warrant investigation, the inquiry will be dismissed. The Commission's dismissal of the inquiry is final and is not subject to review; or

3. May involve a crime, in which case the Commission must refer the inquiry to the proper authority for investigation and possible prosecution. If the Commission refers the inquiry for criminal investigation or prosecution, the Commission must stay all action related to the inquiry until the criminal investigation and any related proceedings are resolved.

A determination under subsection (E)(1) or (2) of this section requires an affirmative vote of at least four out of five members. If the Commission fails to make a determination by the minimum affirmative vote, the inquiry is deemed closed. This disposition is final and not subject to review.

F. Ethics Commission authority.

1. Upon a determination that an inquiry

warrants additional evaluation or investigation, the Ethics Commission is authorized to investigate, take testimony, subpoena, and engage in any other action to the extent permitted by law to oversee the investigation and enforcement of the lobbying requirements.

2. The Commission may appoint an independent investigator as necessary to assist the Ethics Commission in executing its purpose and responsibilities.

G. Inquiry report.

1. After the conclusion of any hearing or fact finding related to an alleged violation of the City's lobbying ordinance, the Commission or its investigator will prepare a written report with findings of fact and recommendations.

2. The report will be provided to the Ethics Commission for appropriate action under this article.

3. The report will not be available for public inspection under the Arizona Public Records Act until after the Ethics Commission's final action.

H. Commission review.

1. The Ethics Commission may review and discuss the inquiry and the report in executive session as permitted by law.

2. In public session, by the affirmative vote of four out of five members, the Ethics Commission may sustain the alleged violations in whole or in part and recommend sanctions permitted by this article, or the Commission may dismiss the inquiry. If there are less than four votes to sustain the allegations or to dismiss the inquiry, then the inquiry is deemed closed.

I. Enforcement of a sustained violation.

1. If the Ethics Commission finds any violation and recommends any sanction pursuant to this article, the information must be forwarded to the City Attorney to file a complaint.

2. Any inquiry reports, findings of fact, and hearing transcripts must be transmitted to the City Attorney to file a complaint if the Ethics Commission has found any violation and recommended any sanction.

3. When a complaint has been filed, the Court may conduct a hearing on the merits. If the Court sustains any violation, the Court must sentence the person according to Section 2-1005.

Phoenix City Code Section 2-1005.02, Severability.

If a court invalidates any provision of this article or its application to any person or circumstance, the remainder of the article and its application to other persons and circumstances, other than that which has been held invalid, shall not be affected. To this extent, the provisions of this article are declared severable.

Phoenix City Code Chapter 12, Section 12-1503, (Prohibits Elected Officials From Using Any Campaign Funds For One's Personal Use)

Campaign funds, including surplus campaign funds, shall not be used for, or converted to, the personal use of a candidate or any person related to the candidate by blood or marriage. This Section does not preclude a candidate from using campaign funds to repay a personal

loan the candidate made to the candidate's campaign. Prohibited uses of campaign funds include, but are not limited to:

(1) Payment of a salary to a candidate or to a candidate's immediate family member;

(2) Payment of mortgage or rental expenses for a personal residence;

(3) Payment of country club or athletic club dues;

(4) Payment of tuition expenses;

(5) Payment of travel expenses unrelated to any political purpose;

(6) Payment of home improvement or home furnishing expenses;

(7) Payment of medical expenses;

(8) Payment of clothing expenses;

(9) Payment of grooming expenses; and

(10) Payment of personal investment expenses.

Arizona Revised Statutes Title 9, Section 9-500.14, (Use of City Resources to Influence Elections; Prohibition)

A. A city or town shall not spend or use its resources, including the use or expenditure of monies, accounts, credit, facilities, vehicles, postage, telecommunications, computer hardware and software, web pages, personnel, equipment, materials, buildings or any other thing of value of the city or town, for the purpose of influencing the outcomes of elections. Notwithstanding this Section, a city or town may distribute informational pamphlets on a proposed bond election as provided in Section 35-454 if those informational pamphlets present factual information in a neutral manner. Nothing in this Section precludes a city or town from reporting on official actions of the governing body.

B. The prohibition on the use of public resources to influence the outcome of bond, budget override and other tax-related elections includes the use of city-focused or town-focused promotional expenditures that occur after an election is called and through election day. This prohibition does not include routine city or town communications.

C. This Section does not prohibit the use of city or town resources, including facilities and equipment, for government-sponsored forums or debates if the government sponsor remains impartial and the events are purely informational and provide an equal opportunity to all viewpoints. The rental and use of a public facility by a private person or entity that may lawfully attempt to influence the outcome of an election is permitted if it does not occur at the same time and place as a government-sponsored forum or debate.

D. Employees of a city or town shall not use the authority of their positions to influence the vote or political activities of any subordinate employee.

E. The attorney general or the county attorney of the county in which an alleged violation of this section occurred may initiate a suit in the superior court in the county in which the city or town is located for the purpose of complying with this section.

F. For each violation of this section, the court may impose a civil penalty not to exceed five thousand dollars plus any amount of misused funds subtracted from the city or town budget against a person who knowingly violates or aids another person in violating this section. The person determined to be out of compliance with this section is responsible for the payment

of all penalties and misused funds. City or town funds or insurance payments shall not be used to pay these penalties or misused funds. All misused funds collected pursuant to this section shall be returned to the city or town whose funds were misused.

G. Nothing contained in this section shall be construed as denying the civil and political liberties of any employee as guaranteed by the United States and Arizona Constitutions.

H. For the purposes of this section:

1. "Government-sponsored forum or debate" means any event, or part of an event or meeting, in which the government is an official sponsor, which is open to the public or to invited members of the public, and whose purpose is to inform the public about an issue or proposition that is before the voters.

2. "Influencing the outcomes of elections" means supporting or opposing a candidate for nomination or election to public office or the recall of a public officer or supporting or opposing a ballot measure, question or proposition, including any bond, budget or override election and supporting or opposing the circulation of a petition for the recall of a public officer or a petition for a ballot measure, question or proposition in any manner that is not impartial or neutral.

3. "Misused funds" means city or town monies or resources used unlawfully as proscribed by this section.

4. "Routine city or town communications" means messages or advertisements that are germane to the functions of the city or town and that maintain the frequency, scope and distribution consistent with past practices or are necessary for public safety.

Arizona Revised Statutes Title 13, Section 13-1802, (Use of Equipment, Facilities for Personal Gain)

A. A person commits theft if, without lawful authority, the person knowingly:

1. Controls property of another with the intent to deprive the other person of such property; or

2. Converts for an unauthorized term or use services or property of another entrusted to the defendant or placed in the defendant's possession for a limited, authorized term or use; or

3. Obtains services or property of another by means of any material misrepresentation with intent to deprive the other person of such property or services; or

4. Comes into control of lost, mislaid or misdelivered property of another under circumstances providing means of inquiry as to the true owner and appropriates such property to the person's own or another's use without reasonable efforts to notify the true owner; or

5. Controls property of another knowing or having reason to know that the property was stolen; or

6. Obtains services known to the defendant to be available only for compensation without paying or an agreement to pay the compensation or diverts another's services to the person's own or another's benefit without authority to do so; or

7. Controls the ferrous metal or nonferrous metal of another with the intent to deprive the other person of the metal; or

8. Controls the ferrous metal or nonferrous metal of another knowing or having

reason to know that the metal was stolen; or

9. Purchases within the scope of the ordinary course of business the ferrous metal or nonferrous metal of another person knowing that the metal was stolen.

B. A person commits theft if, without lawful authority, the person knowingly takes control, title, use or management of a vulnerable adult's property while acting in a position of trust and confidence and with the intent to deprive the vulnerable adult of the property. Proof that a person took control, title, use or management of a vulnerable adult's property without adequate consideration to the vulnerable adult may give rise to an inference that the person intended to deprive the vulnerable adult of the property.

C. It is an affirmative defense to any prosecution under subsection B of this section that either:

1. The property was given as a gift consistent with a pattern of gift giving to the person that existed before the adult became vulnerable.

2. The property was given as a gift consistent with a pattern of gift giving to a class of individuals that existed before the adult became vulnerable.

3. The superior court approved the transaction before the transaction occurred.

D. The inferences set forth in section 13-2305 apply to any prosecution under subsection A, paragraph 5 of this section.

E. At the conclusion of any grand jury proceeding, hearing or trial, the court shall preserve any trade secret that is admitted in evidence or any portion of a transcript that contains information relating to the trade secret pursuant to section 44-405.

F. Subsection B of this section does not apply to an agent who is acting within the scope of the agent's duties as or on behalf of a health care institution that is licensed pursuant to Title 36, Chapter 4 and that provides services to the vulnerable adult.

G. Theft of property or services with a value of twenty-five thousand dollars or more is a class 2 felony. Theft of property or services with a value of four thousand dollars or more but less than twenty-five thousand dollars is a class 3 felony. Theft of property or services with a value of three thousand dollars or more but less than four thousand dollars is a class 4 felony, except that theft of any vehicle engine or transmission is a class 4 felony regardless of value. Theft of property or services with a value of two thousand dollars or more but less than three thousand dollars is a class 5 felony. Theft of property or services with a value of one thousand dollars or more but less than two thousand dollars is a class 6 felony. Theft of any property or services valued at less than one thousand dollars is a class 1 misdemeanor, unless the property is taken from the person of another, is a firearm or is an animal taken for the purpose of animal fighting in violation of section 13-2910.01, in which case the theft is a class 6 felony.

H. A person who is convicted of a violation of subsection A, paragraph 1 or 3 of this section that involved property with a value of one hundred thousand dollars or more is not eligible for suspension of sentence, probation, pardon or release from confinement on any basis except pursuant to section 31-233, subsection A or B until the sentence imposed by the court has been served, the person is eligible for release pursuant to section 41-1604.07 or the sentence is commuted.

I. For the purposes of this section, the value of ferrous metal or nonferrous metal includes the amount of any damage to the property of another caused as a result of the theft of the metal.

J. In an action for theft of ferrous metal or nonferrous metal:

1. Unless satisfactorily explained or acquired in the ordinary course of business by an automotive recycler as defined and licensed pursuant to Title

28, Chapter 10 or by a scrap metal dealer as defined in section 44-1641, proof of possession of scrap metal that was recently stolen may give rise to an inference that the person in possession of the scrap metal was aware of the risk that it had been stolen or in some way participated in its theft.

2. Unless satisfactorily explained or sold in the ordinary course of business by an automotive recycler as defined and licensed pursuant to Title 28, Chapter 10 or by a scrap metal dealer as defined in section 44-1641, proof of the sale of stolen scrap metal at a price substantially below its fair market value may give rise to an inference that the person selling the scrap metal was aware of the risk that it had been stolen.

K. For the purposes of this section:

1. "Adequate consideration" means the property was given to the person as payment for bona fide goods or services provided by the person and the payment was at a rate that was customary for similar goods or services in the community that the vulnerable adult resided in at the time of the transaction.

2. "Ferrous metal" and "nonferrous metal" have the same meanings prescribed in section 44-1641.

3. "Pattern of gift giving" means two or more gifts that are the same or similar in type and monetary value.

4. "Position of trust and confidence" has the same meaning prescribed in section 46-456.

5. "Property" includes all forms of real property and personal property.

6. "Vulnerable adult" has the same meaning prescribed in section 46-451.

Arizona Revised Statutes Title 38, Sections 38-431-431.09, (Open Meeting Laws). See Open Meeting Laws Handbook published by the Phoenix City Clerk Department

Arizona Revised Statutes Title 39, Sections 39-121-121.03, (Arizona Public Records Act). See Arizona Public Records Handbook published by the Phoenix City Clerk Department

Appendix C:
Gift Disclosure Forms

City of Phoenix

SPECIAL OCCASION GIFT WAIVER REQUEST
ELECTED OFFICIALS AND BOARD AND COMMISSION MEMBERS

Phoenix City Code § 2-52(c)(4)

This form is for use by City of Phoenix elected officials and board and commission members to request a waiver of the gift rules in City Code Section 2-52(D) for gifts received in connection with a special or unusual occasion. ***Upon approval by the Ethics Commission, please file this form with the City Clerk.***

REQUEST FOR WAIVER OF: ☐ **Receipt of Gifts** ☐ **Disclosure of Gifts**

Name of Requestor: _____

Requestor Status: ☐ Elected Official ☐ Board/Commission Member

Address: _____

Phone: _____ Email: _____

Occasion: ☐ Wedding/Engagement ☐ Birth/adoption of child ☐ Death in family

Date of Occasion (or anticipated date): _____

CONDITIONS FOR APPROVAL

Notwithstanding the grant of this waiver, you should exercise caution in accepting any gift that likely would not have been offered but for your status as an elected official, board or commission member, employee or volunteer. With regard to any such gift, you should consider its source, nature, and value, as well as any possible conflict of interest with official duties. Any gift that creates the appearance of undue influence or a conflict of interest is prohibited.

☐ By checking this box and typing my name below, the undersigned does hereby state under penalty of perjury that all of the information provided in the Special Occasion Gift Waiver Request form is true and correct to the best of my knowledge and by typing my name below I acknowledge that such action constitutes the legal equivalent of signing my name and I hereby waive any requirement that this form be notarized in order to be legally enforceable.

Acknowledged and Submitted By:

Typed Name: _____ Date: _____

ETHICS COMMISSION APPROVAL

Request Approved by

_____ _____

Authorized Signature of Ethics Commission Date

Note: This approval only applies to the City of Phoenix Gift requirements. It does not provide a waiver of any federal or state requirements.

How to file: *Email the completed form to mailbox.city.clerk.department@phoenix.gov or mail to the City of Phoenix, City Clerk Department, Records & Elections Division, 200 West Washington Street, 15th Floor, Phoenix, AZ 85003-1611*

Appendix D:
Board Member Ethics Certification and Acknowledgement

Appendix D - Board Member Ethics Certification and Acknowledgement

Under penalty of perjury, I _____certify: (1) I received electronically and/or a printed copy of the City of Phoenix Ethics Handbook for Board & Commission Members; and (2) I have reviewed and understand the general principles of the City of Phoenix ethics policies and laws set out in the handbook; and (3) I participated in a video or other training related to City of Phoenix ethics policies and laws; and (4) as a member of a City of Phoenix board, commission, committee, or task force I agree to be bound by and follow City of Phoenix ethics policies and laws to the best of my ability. I understand this certification may be filed electronically or by hard copy in a format approved by the City of Phoenix. If filed electronically, I understand the City of Phoenix may require additional information by written or printed copy.

SIGNATURE(S):_____ DATE: _____

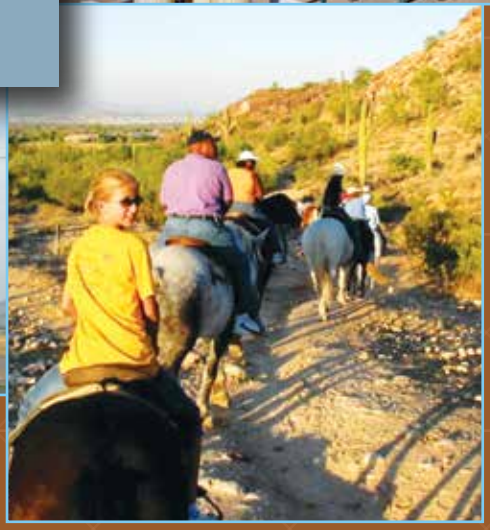
NOTES











12.2017

EXHIBIT D

BURCH & CRACCHIOLO, P.A.
WWW.BCATTORNEYS.COM
1850 N Central Ave, Suite 1700
Phoenix, AZ 85004

AARON M. DUELL
aduell@bcattorneys.com
Main Phone – 602.274.7611
Direct Line – 602.234.8759

October 21, 2024

Submitted via E-Mail:
ethics.commission@phoenix.gov

City of Phoenix Ethics Commission

Re: *Charley Jones*
Ethics Inquiry EC-21-02; Ethics Inquiry EC-22-01

Honorable Members of the City of Phoenix Ethics Commission:

This firm represents Charles Jones ("Mr. Jones") in connection with Ethics Inquiries EC-21-02 and EC22-01 (the "Ethics Complaints"). Mr. Jones welcomes the opportunity to rebut the allegations in the Ethics Complaints and to clear his name of all ethical violations. He fully intends to cooperate with the Commission and its investigator in this investigation.

This letter constitutes Mr. Jones combined Response to both Ethics Complaints.[1] The purpose of this Response is to address the key allegations against Mr. Jones. In the event that any allegations are not addressed to the satisfaction of the Commission and/or its investigator, Mr. Jones respectfully requests that they follow up with him, so any additional explanations or documents can be provided.

I. Relevant Factual Background

Mr. Jones has resided in Phoenix, Arizona for over 60 years. Throughout his adult life, he has committed himself to enhancing Uptown Phoenix neighborhoods to improve the quality of living for its residents. To that end, Mr. Jones spends approximately 25% of his time as a volunteer, working with the City of Phoenix to improve Uptown neighborhoods and the surrounding area. He has served in various citizen volunteer roles under Mayors Gordon, Stanton, and Gallego and Councilmembers Pastor, Simplot, and Gordon.

[1] The allegations within the Ethics Complaints overlap and thus, addressing the Ethics Complaints together is more economical and avoids duplication of efforts.

Among other positions he has held, Mr. Jones: (1) has served on Mayor Kate Gallego's Neighborhood Advisory Committee, (2) was the President of Community Alliance of Seventh Avenue, (3) was the President of the Seventh Avenue Merchant's Association, (4) is a member of Phoenix Infill Development Advisory Board, (5) is a member of Uptown Phoenix TOD Steering Committee, and (6) is the President of Pierson Place Historic District. And relevant to the Ethics Complaints, Mr. Jones serves on the Alhambra Village Planning Committee ("Alhambra VPC") and has done so for over 15 years (including for 5 years as its Chairman).[2] Put simply, Mr. Jones is a dedicated public servant.

In or around April 2019, Mr. Jones began marketing for sale three parcels located at 11 West Coolidge Street, 21 West Coolidge Street, and 4600 North Central Avenue (the "Three Parcels"). The Three Parcels were owned by Corridor Living, LLC ("Corridor Living"), which is an Arizona limited liability company managed by Mr. Jones and owned by CMJ Trust—of which Mr. Jones is a beneficiary. *See* https://ecorp.azcc.gov/BusinessSearch/BusinessInfo?entityNumber=L08275749.

On November 12, 2020, Corridor Living and RAS Developments, Inc. executed a Commercial Real Estate Purchase Contract (the "Purchase Contract"), in which Corridor Living would sell the Three Parcels in exchange for $2,430,000. *See* Exhibit A at Lines 28-31; 456-485. The Purchase Contract provided a 60-day Due Diligence Period, during which RAS Developments could inspect the Three Parcels and cancel the Purchase Contract in its sole discretion. *Id.* at Lines 130-138; 381. The Purchase Contract further included an 8-month escrow period after the Due Diligence Period, meaning that title to the Three Parcels would be held in custody by a third party. *Id.* at Lines 389.

On January 13, 2021, pursuant to the Purchase Contract, the Due Diligence Period ended, RAS Developments accepted the condition of the Three Parcels, and $80,000 of earnest money went hard. *See* Exhibit B. At that point, all contingencies had been satisfied, the sale of the Three Parcels became legally binding, and the terms of the Purchase Contract became final and the price fixed. Therefore, as of January 13, 2021, Corridor Living sold the Three Parcels to RAS Developments for a purchase price of $2,430,000 (although title had not yet been conveyed to RAS Developments by the escrow company).

On January 26, 2021, the Alhambra VPC considered, and voted on whether to recommend approval of, zoning application Z-56-20-4, which pertained to rezoning 3.29 acres at the Southeast corner of 3rd Avenue and Coolidge.[3] Approval of zoning application Z-56-20-4 would rezone this property to allow for construction of a four-story apartment

[2] The Alhambra VPC is a volunteer advisory board. Zoning applications are submitted to the Alhambra VPC and its members vote whether to recommend approval or disapproval of various zoning applications. In other words, it has *no authority* to approve or disapprove zoning applications. After the Alhambra VPC makes a recommendation, the zoning application is considered by the Planning Commission and then the City Council.

[3] Mr. Jones has never possessed any ownership interest in the property subject to zoning application Z-56-20-4.

building. Mr. Jones voted to recommend approval of zoning application Z-56-20-4, based exclusively on his belief that rezoning the area would "revitalize" the area and "provide attractive, walkable, high-quality multi-family housing at a scale and density that fits th[e] community." *See* Exhibit C.

On September 21, 2021, escrow closed on the sale of the Three Parcels, meaning that the escrow company—Empire West Title Agency—transferred title to RAS Developments and released the remainder of the sales price to the agent for Corridor Living.[4] *See* Exhibit F. As explained earlier, the sale of the Three Parcels became legally binding on January 13, 2021. Accordingly, when the remainder of the sales price was released, Corridor Living received, in total, the $2,430,000 it had previously sold the Three Parcels for. *Id.*

On August 23, 2022, the Alhambra VPC discussed zoning application Z-9-22-4. This zoning application related to rezoning the Three Parcels previously owned by Corridor Living. No vote was held at this meeting. At the time of the meeting, the Three Parcels had had either been under the Purchase Contract or disposed of by Corridor for almost two years.

II. Mr. Jones' Defenses to Allegations of Ethics Violations

A. Mr. Jones did not commit any ethical violations.

The Ethics Complaints at issue concern three main allegations of wrongdoing. First, the Ethics Complaints allege that, during the January 26, 2021 Alhambra VPC meeting, Mr. Jones was required to disclose Corridor Living's interest in the Three Parcels before discussions and voting on zoning application Z-56-20-4 ("Issue 1"). Second, EC-22-01 complains that Mr. Jones violated the ethical rules by participating in discussions about zoning application Z-9-22-4, relating to the rezoning of the Three Parcels, during the August 23, 2022 Alhambra VPC meeting ("Issue 2"). Third, EC-22-01 implies Mr. Jones engaged in impropriety because "on July 16, 2021, Withey Morris filed a Pre-Application Screening Request with the City's Planning and Permit Department regarding a development consisting of properties, at that time, owned by Mr. Jones" ("Issue 3"). Issues 1-3 are addressed in turn.

[4] The agent for Corridor Living was Investment Property Exchange Services, Inc. ("IPES"). Corridor Living engaged IPES as an exchange facilitator for a Like-Kind Exchange pursuant to Internal Revenue Code Section 1031. Under IRC 1031, a taxpayer may defer paying capital gains taxes on the sale of real property by using the proceeds of the sale to purchase "one or more other like-kind replacement properties." *See* Exhibit D. These transactions are complicated, customarily require the use of an exchange facilitator like IPES, and involve restrictions to the seller's rights in the real property it sold. *See id.* The fact that Corridor Living engaged an exchange facilitator is relevant to Commission's analysis because, as part of effectuating the deferred Like-Kind Exchange, Corridor Living was required to assign its rights in the Purchase Contract to IPES and to disavow any right it had to receive the $2,430,000 paid into escrow by RAS Developments. *See* Exhibit E.

1. *Issue 1: Mr. Jones had no obligation to disclose Corridor Living's purported interest in the Three Parcels at the January 26, 2021 meeting.*

A public officer, like Mr. Jones, is required to disclose any "substantial interest [he or she] has in any decision of a public agency" and "refrain from participating in any manner as an officer . . . in such decision." A.R.S. § 38-503(B).[5] The term "substantial interest," means "any nonspeculative pecuniary or proprietary interest, either direct or indirect, other than a remote interest." A.R.S. § 38-502(11). Accordingly, "to violate the conflict of interest statute, a public official must have a *non-speculative, non-remote pecuniary or proprietary interest in the decision at issue*." *Hughes v. Jorgenson*, 203 Ariz. 71, 74, ¶ 16 (2002) (emphasis added). Put another way, Mr. Jones was only required to disclose Corridor Living's interest in the Three Parcels if there was a nonspeculative likelihood he "w[ould] gain or lose something" as a result of the decision at issue. *See Yetman v. Naumann*, 16 Ariz. App. 314, 317 (1972).

At the January 26, 2021 Alhambra VPC meeting, Mr. Jones did not have a "substantial interest" in the advisory decision of the Alhambra VPC on zoning application Z-56-20-4. As explained in greater detail above, Corridor Living had already sold the Three Parcels to RAS Developments. The Purchase Contract was legally binding and fully executed as of January 13, 2021, meaning that the sale of the Three Parcels was *fixed* at a price of $2,4300,000. Assuming the Alhambra VPC's recommendation on zoning application Z-56-20-4 would have any effect on the value of the Three Parcels, Mr. Jones couldn't realize *any* benefit from the changed value. That's because Corridor Living was entitled to $2,4300,000 from the sale, *regardless of any increase or decrease to the Three Parcel's value*. Thus, Mr. Jones didn't have a substantial interest in the decision because there was no likelihood he "w[ould] gain or lose something" as a result of that decision. *See Yetman*, 16 Ariz. App. at 317.

Mr. Jones also disputes that the recommendation to approve or disapprove of zoning application Z-56-20-4 would have any effect on the value of the Three Parcels. The Three Parcels were approximately three streets away from the property subject to the rezoning request. Moreover, the Three Parcels were located on an arterial street, namely Central Avenue; whereas, the property subject to the zoning application was located in the middle of a single family residential neighborhood. Rezoning a residential property in an interior neighborhood three streets away, would have no discernible (if any) impact on the value of the Three Parcels on Central Avenue. And even if there were a possibility the value of the Three Parcels could increase, the possibility is speculative in nature, because there's no certainty that a recommendation to approve the zoning application would result in the application actually being approved, or that the approval would result in a change in value. *See "Speculative,"* The Britannica Dictionary, *available at*

[5] Chapter XI of the Phoenix City Charter adopted the provisions of state law governing conflict of interests, including A.R.S. § 38-501 *et seq.*

https://www.britannica.com/dictionary/speculative ("based on guesses or ideas about what might happen or be true rather than on facts."). A public official is only required to disclose his "non-speculative, non-remote pecuniary or proprietary interest[s] in the decision at issue." *Hughes*, 203 Ariz. at 74 ¶ 16. Accordingly, Mr. Jones committed no ethics violation with respect to Issue 1.

2. Issue 3: Mr. Jones had no obligation to disclose Corridor Living's past ownership of the Three Parcels at the August 23, 2022 meeting.

The analysis relating to Issue 1 applies with even more force to Issue 2. By August 23, 2022, the Three Parcels had been sold or title transferred for nearly two years. Therefore, Mr. Jones did not have a "substantial interest" in the Three Parcels and, indeed, had no interest whatsoever in them.

EC-22-01 incorrectly contends that A.R.S. § 36-1477(B) required Mr. Jones to disclose Corridor Living's past interest in the Three Parcels. That statute states:

> If any official, commissioner or employee . . . owned or controlled within the preceding two years, any interest, direct or indirect, *in any property which the person knows is included or planned by the municipality to be included in any redevelopment project*, the person shall immediately disclose this fact in writing to the local governing body, and this disclosure shall be entered upon the minutes of the governing body. The person shall not participate in any action by the municipality, housing authority or commission affecting the property. Any violation of this section shall constitute misconduct in office.

A.R.S. § 36-1477(B) (emphasis added).

The complainant glosses over the italicized language. But that language is critical. An official is only required to disclose his past interest in property if the property "is included or planned by the municipality to be included in any redevelopment project." The Three Parcels were never part of, or intended to be part of, a "redevelopment project" as defined by the statute.

A "redevelopment project" means "work or undertaking" in which a municipality acquires rights to, or title in, a property for specific purposes. *See* A.R.S. § 36-1471(17) (definition of "Redevelopment Project"). An exhaustive list of these purposes are as follows:

> (i) To acquire slum or blighted areas or portions of these areas and lands, structures or improvements, the acquisition of which is necessary or incidental to the proper clearance or redevelopment

of these areas or to the prevention of the spread or recurrence of slum conditions or conditions of blight in the area.

(ii) To clear any areas by demolition or removal of existing buildings, structures, streets, utilities or other improvements thereon and to install, construct or reconstruct streets, utilities and site improvements essential to the preparation of sites for uses in accordance with a redevelopment plan.

(iii) To sell, lease or otherwise make available land in areas for residential, recreational, commercial, industrial or other use or for public use or to retain land for public use, in accordance with a redevelopment plan.

Id.

To be clear, a zoning application to rezone certain property submitted by a private party—such as Z-9-22-4—is not a "redevelopment plan" or "redevelopment project." To Mr. Jones' knowledge, the City of Phoenix has never planned to include the Three Parcels as part of a "redevelopment plan" or "redevelopment project." Therefore, Mr. Jones was not required to disclose Corridor Living's past ownership of the Three Parcels.

3. *Issue 3: Mr. Jones has no relationship with Withey Morris, nor did he participate in the any decision regarding the Pre-Application Screening Request regarding the Three Parcels.*

Mr. Jones is unclear about what wrongdoing EC-22-01 alleges he committed with respect to the Pre-Application Screening Request submitted by Withey Morris on behalf of Forty600 LP. To be clear, Mr. Jones had no involvement in the Pre-Application Screening Request submitted by that entity. Moreover, the Pre-Application Screening Request was submitted to the City's Planning and Permit Department—of which Mr. Jones has never been a member. Thus, Mr. Jones could not have committed an ethical violation with respect to a Pre-Application Screening Request he had nothing to do with, which was submitted to a City Department in which he had no involvement.

B. <u>The Commission doesn't have jurisdiction to investigate the Ethics Complaints at issue.</u>

Although Mr. Jones is confident he will be absolved of any wrongdoing on the merits of Issues 1-3, he raises three jurisdictional defenses. Mr. Jones believes that the Commission lacks jurisdiction to consider the Ethics Complaints and/or certain allegations within the Ethics Complaints. He asserts these defenses to ensure they are not waived, and to allow the Commission to consider them.

1. The Ethics Complaints aren't signed under penalty of perjury or notarized.

Section 2-53, Subsection E, of the City Code provides that, "The City Manager will prepare initial rules and procedures for the Commission's investigation and enforcement of an ethics or gift violation."

On April 18, 2024, the Commission adopted Rules of Procedure, available here: https://www.phoenix.gov/citymanagersite/Documents/Ethics/Ethics%20Commission_Rules%20of%20Procedure_Commission%20Recommended.pdf. Pursuant to those rules, a proceeding is initiated by the Commission only after a Complainant files a "notarized Request for Inquiry containing specific allegations of an Ethics Policy violation by any Elected Official or Board Member." *See* Rule 4(a). The Complainant filing a Request for Inquiry "must certify to the truth of the allegations under penalty of perjury, and acknowledge that a frivolous Request for Inquiry may result in the award of sanctions against the Complainant." *Id.*

Neither Ethics Complaint is notarized, signed under penalty of perjury, or contains an acknowledgement "that a frivolous Request for Inquiry may result in the award of sanctions against the Complainant." Therefore, the Ethics Complaints at issue were facially insufficient to trigger any proceedings against Mr. Jones. The Commission doesn't have jurisdiction, pursuant to its Rules of Procedure, to consider the Ethics Complaints.

2. The Ethics Complaints have already considered and appropriately handled by the Law Department.

The Ethics Complaints pre-date the establishment of the Commission. When the Ethics Complaints were received by the City Clerk Department, the City Clerk forwarded the complaints "to the Law Department for appropriate handling." *See* Exhibits G and H (Ethics Complaints and attachments omitted from exhibits). The Law Department evaluated the Ethics Complaints and determined no further action was necessary because Mr. Jones didn't violate any ethical rules.

Indeed, on April 19, 2021, Mr. Jones participated in a Zoom meeting with Alan Stephenson—then the Director of Planning of Zoning—and Paul Li—an Assistant City Attorney—during which they investigated the allegations contained in EC-21-02. Upon review of the allegations, the City Attorney determined Mr. Jones committed no ethical violations, in part, because approval of the zoning application would not affect the value of the Three Parcels. And with respect to EC-22-01, the City Attorney's then-acting chief assistant attorney—David H. Benton—considered the allegations and provided a "point-by-point rebuttal of [the] complaint" and determined there was no conflict of interest. *See* Exhibit I at 6.[6]

[6] Documents analyzing the merits of both Ethics Complaints should be in the possession of the City Attorney's Office.

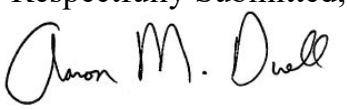
3. Allegations pre-dating August 25, 2021 in EC-22-01 cannot be considered.

The Commission's Rules of Procedure expressly limit its jurisdiction to consider allegations that are "brought within one year after the cause of inquiry accrues and not afterward." *See* Rule 3. EC-22-01 was filed on August 25, 2022. As such, any conduct that occurred before August 25, 2021 is not ripe for consideration by the Commission. Issue 3 relates solely to pre-August 25, 2021 conduct.

* * * * *

Mr. Jones hopes this Response adequately addresses the Commission's concerns, as raised in the Ethics Complaints. To the extent any additional information would assist the Commission or its investigator, Mr. Jones would be happy to provide the information. He looks forward to cooperating the Commission in its evaluation of the facts and relevant law.

Respectfully Submitted,



Aaron M. Duell
For the Firm

AMD/ac

Part of EXHIBIT D
Burch & Cracchiolo Letter
Dated October 21, 2024

Exhibit A

City to City Commercial

COMMERCIAL REAL ESTATE PURCHASE CONTRACT

Document updated: February 2019

ARIZONA association of REALTORS® REAL SOLUTIONS. REALTOR® SUCCESS.

The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.

REALTOR® EQUAL HOUSING OPPORTUNITY

1. PROPERTY

1a. 1. **BUYER:** RAS Developments INC, And/Or Assignee
BUYER'S NAME(S)

1b. 2. **SELLER:** Corridor Living LLC or ☐ as identified in Section 10c.
SELLER'S NAME(S)

3. **Property Description and Offer:** Buyer agrees to purchase and Seller agrees to sell the following real property:

4. Property Address: 11&21 W. Coolidge, 4600 N. Central

5. City: Phoenix County: Maricopa AZ, Zip Code: 85013

6. Assessor's Parcel #(s): 155-29-028A, 030 & 031

7. Legal Description: ☐ See attached ☒ To be provided by Escrow Company ☐ As follows:

8.

9.

10. which includes at no additional cost to Buyer, all fixtures and improvements thereon, as well as the following items, if any, owned
11. by Seller and presently located on or in the real property: electrical distribution systems (power panels, ducting, conduits,
12. disconnects), lighting fixtures, computer wiring, telephone distribution systems (lines, jacks, and connections), heating, ventilation,
13. and air conditioning equipment, evaporative coolers, air lines, flooring, window coverings, wall coverings, security and fire
14. detection systems/alarms, and to be determined during the Due Diligence Period.

15.

16.

17.

18. (collectively the "Property"). All fixtures and improvements shall be free of liens and encumbrances unless otherwise specified.

1c. 19. **Leased items shall NOT be included in this sale.** Seller shall deliver notice of all leased items within ten (10) or _____ days
20. after Contract acceptance. Buyer shall provide notice of any leased items disapproved within the Due Diligence Period or five (5)
21. days after receipt of the notice, whichever is later.

1d. 22. **Personal Property Included:** NONE

23.

24.

25. Personal property shall be transferred in AS-IS CONDITION, FREE AND CLEAR OF ANY LIENS AND ENCUMBRANCES
26. and SELLER MAKES NO WARRANTY of any kind, express or implied, (including, without limitation, ANY WARRANTY OF
27. MERCHANTABILITY).

28. $ 2,430,000.00 Full Purchase Price, paid as outlined below.
29. $ 40,000.00 Earnest Money
30. $ 40,000.00 Additional Earnest Money Due upon the expiration of the Due Diligence Period.
31. $ 2,350,000.00 Due at Closing.
32.
33.
34.

>>

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1e. **Earnest Money** is in the form of: ☐ Check ☒ Wire Transfer ☐ Other: _____
Upon Contract acceptance, but in no event later than five (5) days or _____ days after Contract acceptance, Earnest Money, if any, will be deposited with: ☒ Escrow Company ☐ Other: _____
Buyer acknowledges that failure to timely deposit Earnest Money, if not cured after a cure notice is delivered pursuant to Section 8a, shall be construed as a material breach enabling Seller to cancel this Contract.

Buyer agrees that, if Buyer breaches this Contract, Earnest Money is subject to forfeiture.

1f. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered in person, by mail, facsimile, or electronically, and received by Broker named in Section 9p by: November 13, 2020 at 5:00 ☐ a.m. / ☒ p.m., Mountain Standard Time.
Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this date and time, this offer shall be deemed withdrawn and Buyer's Earnest Money, if any, shall be returned.

1g. **Addenda Incorporated:** ☐ Additional Clause ☐ Domestic Water Well ☐ Lead-Based Paint Disclosure
☐ Loan Assumption ☐ On-Site Wastewater Treatment Facility ☐ Schedule of Personal Property ☐ Seller Financing
☐ Solar Assumption ☐ Other: _____

1h. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:

Empire West Title (ESCROW COMPANY) — Lisa Rosito (CONTACT PERSON)
8777 E. Via De Ventura STE 399 (ADDRESS) — Scottsdale (CITY) — AZ (STATE) — 85258 (ZIP CODE)
lisa.rosito@ewtaz.com (EMAIL) — (602)749-7030 (PHONE) — _____ (FAX)

Seller and Buyer instruct Escrow Company to immediately deliver to Seller, Buyer and Broker(s) a critical dates letter and a copy of the Earnest Money receipt.

1i. **Close of Escrow:** Seller and Buyer shall comply with all terms and conditions of this Contract and Close Escrow on: see lines 389-390 (MONTH) _____ (DAY) _____ (YEAR) ("COE Date"). If Escrow Company or recorder's office is closed on the COE Date, COE shall occur on the next day that both are open for business. Any other closing date requires the written mutual agreement of Seller and Buyer.

Seller and Buyer hereby agree that the COE shall be defined as recordation of the deed and any other documents required to complete the transaction. The parties expressly agree that the failure of any party to comply with the terms and conditions of this Section to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 8a, will constitute a material breach of this Contract, rendering the Contract subject to cancellation.

1j. **Possession and Keys:** Possession and occupancy of the Property shall be delivered to Buyer **at COE,** **or** ☐ _____, subject to the rights of tenants under existing leases. Seller shall provide keys and/or means to operate all locks, mailboxes, security system/alarms, access to all common area facilities, and:

_____
_____
_____
_____
_____
_____
_____

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2. DISCLOSURE

2a. Commercial Seller's Property Disclosure Statement ("SPDS"): Seller shall deliver a completed Arizona REALTORS® Commercial SPDS form to Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the Due Diligence Period or five (5) days after receipt of the SPDS, whichever is later.

2b. Additional Seller Disclosures and Information: Seller shall provide to Buyer the following disclosures and information pertinent to the Property in writing within ten (10) days or 5 days after Contract acceptance:

- documents referencing any known pending special assessments, association fees, claims, or litigation;
- copies of covenants, conditions, restrictions, articles of incorporation, by-laws, other governing documents, and any other documents required by law;
- financial statements, copies of current rent rolls, lists of current deposits, personal property lists, copies of leases (e.g., billboard, cell tower, laundry, trade fixtures), rental agreements, and service contracts;
- a copy of the most recent survey, if available;
- any and all notices regarding Seller or Tenant bankruptcy, probate, or insolvency proceedings;
- any and all notices of violation(s) of City, County, State or Federal building, zoning, fire, health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the Property; and
- any and all other agreements, documents, studies, or reports relating to the Property in Seller's possession or control provided, however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered into with the consultant who prepared such report or study specifically forbids the dissemination of the report to others.

Buyer shall provide written notice to Seller of any additional Seller disclosures and information disapproved prior to the expiration of the Due Diligence Period or five (5) days after receipt, whichever is later.

Seller ☐ shall ☒ shall not deliver estoppel certificates executed by all tenants to Buyer prior to expiration of the Due Diligence Period. Buyer shall provide notice of any items disapproved within the Due Diligence Period or five (5) days after receipt of the estoppel certificates, whichever is later.

2c. Affidavit of Disclosure: If the Property is located in an unincorporated area of the county, and five (5) or fewer parcels of property other than subdivided property are being transferred, Seller shall deliver a completed Affidavit of Disclosure in the form required by law to Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any Affidavit of Disclosure items disapproved within the Due Diligence Period or five (5) days after receipt of the Affidavit of Disclosure, whichever is later.

2d. Changes During Escrow: Seller shall immediately notify Buyer: (i) of any changes to the Property or disclosures made herein, in the SPDS, or otherwise; (ii) if Seller modifies any existing lease or other agreement affecting the Property; or (iii) if Seller enters into any new leases, rental agreements, service contracts, or other agreements affecting the Property. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed five (5) days after delivery of such notice to provide notice of disapproval to Seller.

IF PROPERTY IS NOT USED FOR RESIDENTIAL PURPOSES: Section 3 does not apply—go to Section 4.

~~3. DISCLOSURES FOR PROPERTY USED FOR RESIDENTIAL PURPOSES~~

~~**3a. Swimming Pool Barrier Regulations:** During the Due Diligence Period, Buyer agrees to investigate all applicable state, county, and municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations prior to occupying the Property, unless otherwise agreed in writing. If the Property contains a Swimming Pool, Buyer acknowledges receipt of the Arizona Department of Health Services approved private pool safety notice.~~

~~**(BUYER'S INITIALS REQUIRED)**~~ _____ _____
~~BUYER~~ ~~BUYER~~

>>

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~~**3b.** 112. **Lead-Based Paint Disclosure (Initials Required):** If the Property was built prior to 1978, Seller shall: (i) notify Buyer of any 113. known lead-based paint or lead-based paint hazards in or on the Property; (ii) provide Buyer with any lead-based paint risk 114. assessments or inspections of the Property in Seller's possession; (iii) provide Buyer with the Disclosure of Information on Lead- 115. based Paint and Lead-Based Paint Hazards, and any reports, records, pamphlets, and/or other materials referenced therein, 116. including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "Lead-Based Paint Information"). 117. ☒ Lead-Based Paint Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct 118. lead based paint risk assessments or inspections during the Due Diligence Period. 119. ☐ Seller shall provide the Lead-Based Paint Information to Buyer within five (5) days after Contract acceptance. Buyer may within 120. ten (10) days or _____ days after receipt of the Lead-Based Paint Information conduct or obtain a risk assessment or inspection 121. of the Property for the presence of lead-based paint or lead based-paint hazards ("Assessment Period"). Buyer may within five 122. (5) days after receipt of the Lead-Based Paint Information or five (5) days after expiration of the Assessment Period cancel this 123. Contract in Buyer's sole discretion by delivering written notice of cancellation to Seller pursuant to Section 8c.~~

~~124. **Prior to 1978: If Property was constructed prior to 1978, (BUYER'S INITIALS REQUIRED)** _____ BUYER _____ BUYER~~

~~125. **1978 or Later: If Property was constructed in 1978 or later, (BUYER'S INITIALS REQUIRED)** _____ BUYER _____ BUYER~~

4. DUE DILIGENCE, FEASIBILITY, AND INSPECTIONS

4a. 126. **Due Diligence:** Buyer's due diligence, feasibility, and inspection period shall be thirty (30) days or ☒ **SEE #9** days after Contract 127. acceptance ("Due Diligence Period"). During the Due Diligence Period, Buyer shall satisfy itself with respect to the physical 128. condition of the Property, the value of the Property, the condition of title to the Property, and as to the feasibility and suitability of 129. the Property for Buyer's intended purpose.

4b. 130. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller a 131. signed notice of the items disapproved and state in the notice that Buyer elects to either:

132. (1) Immediately cancel this Contract, in which case:

133. (a) If Buyer's notice specifies disapproval of items as allowed herein, the Earnest Money shall be released to Buyer.

134. (b) If Buyer's notice fails to specify items disapproved as allowed herein, the cancellation will remain in effect but Buyer has 135. failed to comply with a provision of this Contract and Seller may deliver to Buyer a cure notice as required by Section 8a. 136. If Buyer fails to cure their non-compliance within three (3) days after delivery of such notice, Buyer shall be in breach and 137. Seller shall be entitled to the Earnest Money. If, prior to expiration of the Cure Period, Buyer delivers notice specifying 138. items disapproved as allowed herein, Buyer shall be entitled to a return of the Earnest Money.

139. **OR**

140. (2) Provide Seller an opportunity to correct the items disapproved, in which case:

141. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of items 142. disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed 143. Seller's refusal to correct any of the items disapproved.

144. **(b) If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any repairs in** 145. **a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3)** 146. **days or ☐ _____ days prior to COE Date.**

147. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five (5) days 148. after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first, and the 149. Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as provided, 150. Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.

151. **VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS.** Only a written agreement signed by both parties will 152. extend response times or cancellation rights.

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BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.

If Buyer cancels this Contract, Buyer shall return all documents provided by Seller and provide Seller with copies of all reports or studies generated by Buyer, provided, however, that Buyer shall not be required to deliver any such report or study if the written contract that Buyer entered into with the consultant who prepared such report or study specifically forbids the dissemination of the report or study to others.

4c. Inspections: During the Due Diligence Period, Buyer shall have the right, at Buyer's expense, to select an inspector(s) and to make economic, environmental, and physical inspections (including tests, surveys, and other studies) of the Property, including but not limited to inspecting:

- built-in appliances
- compliance with Americans with Disabilities Act
- conditions conducive to mold
- cost of compliance with swimming pool regulations
- designated flood hazard areas
- easements and access
- electrical and mechanical systems
- elevators
- environmental hazards (such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, hazardous waste, other substances, materials or products, and/or location in a federal or state Superfund area)
- foundation
- geologic conditions
- heating and cooling
- leased items
- location of property lines
- mold
- Multiple Listing Service (MLS) representations
- plumbing (such as galvanized or polybutylene pipes)
- pool/spa and related equipment
- roof
- sewer/septic
- sign usage
- soil
- solar
- square footage
- structural
- use permits
- variances
- water damage
- water/utility or fire protection
- water/utility use restrictions and fees for services such as garbage
- well
- wood infestation
- zoning regulations

If the presence of sex offenders in the vicinity of the Property or the occurrence of a disease, natural death, suicide, homicide, or other crime on or in the vicinity of the Property is a material matter to Buyer, it must be investigated by Buyer during the Due Diligence Period.

4d. Square Footage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE (OR NET ACREAGE) OF THE REAL PROPERTY (LAND) OR IMPROVEMENTS THEREON IS APPROXIMATE. IF SQUARE FOOTAGE (OR NET ACREAGE) IS A MATERIAL MATTER TO BUYER, IT MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.

4e. Wood-Destroying Organism or Insect Inspection: IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR INSECTS (SUCH AS TERMITES) ARE A MATERIAL MATTER TO BUYER, THESE ISSUES MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD. Buyer shall order and pay for all wood-destroying organism or insect inspections performed during the Due Diligence Period.

4f. Flood Hazard: If the Property is situated in an area identified as having any special flood hazards by any governmental entity including, but not limited to, being designated as a special flood hazard area by the Federal Emergency Management Agency (FEMA), Buyer's lender may require the purchase of flood hazard insurance prior to COE or some future date. Special flood hazards may affect the ability to encumber or improve the Property now or at some future date. Flood hazard designation of the Property or cost of flood hazard insurance shall be determined by Buyer during the Due Diligence Period.

4g. Insurance: Buyer shall ensure that any fire, casualty, or other insurance desired by Buyer, or required by any Lender, is in place at COE. Buyer specifically releases Broker(s) from any obligations relating to such insurance.

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4h. **Recommendations:** If any Broker recommends a builder, contractor, inspector, vendor, or any other person or entity to Seller or Buyer for any purpose, such recommendation shall be independently investigated and evaluated by Seller or Buyer, who hereby acknowledge that any decision to enter into any contractual arrangements with any such person or entity recommended by any Broker will be based solely upon such independent investigation and evaluation. Seller and Buyer understand that said contractual arrangement may result in a commission or fee to Broker, which shall be disclosed in writing to Seller and Buyer as required by law.

4i. **Buyer's Responsibility Regarding Inspections**: Buyer shall keep the Property free and clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs and shall repair all damages arising from the inspections.

4j. **Walkthrough(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct walkthrough(s) of the Property for the purpose of satisfying Buyer that any corrections or repairs agreed to by Seller have been completed, and the Property is in substantially the same condition as of the date of Contract acceptance. If Buyer does not conduct such walkthrough(s), Buyer releases Seller and Broker(s) from liability for any defects that could have been discovered.

4k. **Seller's Responsibility Regarding Inspections and Walkthrough(s):** Seller shall make the Property available for all inspections and walkthrough(s) upon reasonable notice by Buyer. Seller shall, at Seller's expense, have all utilities on, including any propane, until COE to enable Buyer to conduct these inspections and walkthrough(s).

4l. **Sanitation and Waste Disposal Systems:** Buyer is aware and Seller warrants that the Property is on a:
☒ sewer system ☐ conventional septic system ☐ alternative system

IF A SEWER CONNECTION IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD. If the Property is served by a conventional septic or alternative system, the Arizona REALTORS® On-site Wastewater Treatment Facility Addendum is incorporated herein by reference.

4m. **Seller's Obligations Regarding Wells:** If any well is located on the Property, Seller shall deliver to Escrow Company, before COE, a copy of the Arizona Department of Water Resources ("ADWR") "Registration of Existing Wells." Escrow Company is hereby instructed to send to the ADWR a "Change of Well Information." Seller does not warrant the gallons per minute as reflected on the ADWR certification of registration. Buyer may verify gallons per minute during the Due Diligence Period through a certified flow test.

IF THIS IS AN ALL CASH SALE: (i) A Letter of Credit or a source of funds from a financial institution documenting the availability of funds to close escrow is attached hereto; and (ii) Section 5 does not apply—go to Section 6.

5. FINANCING

5a. **This sale** ☐ **is** ☒ **is not contingent upon Buyer obtaining a satisfactory financing commitment within the Financing Commitment Contingency Period.** If sale is not contingent on a financing commitment, Sections 5b and 5c do not apply—go to Section 6.

~~If financing is to be other than new financing, see attached financing addendum. This addendum cannot be assigned to a new buyer without Seller's prior written consent.~~

5b. ~~**Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing commitment, Buyer shall have thirty (30) days or ☐ _____ days after Contract acceptance ("Financing Commitment Contingency Period") to obtain a financing commitment satisfactory to Buyer, in Buyer's sole discretion, for a loan to purchase the Property or Buyer may cancel this Contract pursuant to Section 8c and receive a refund of the Earnest Money. **Prior to the expiration of the financing commitment contingency period, Buyer shall deliver to Seller and Escrow Company written notice that Buyer has not received such satisfactory financing commitment or Buyer shall be deemed to have waived the financing commitment contingency and any right to cancel due to financing.**~~

5c. ~~**Financing Application:** Within ten (10) days after Contract acceptance, Buyer shall submit a formal financing application to a lender of Buyer's choice. Buyer and Seller shall promptly provide to lender all materials and documents lender deems appropriate to facilitate such lender's processing of financing application. Buyer agrees to pay fees as required by the lender and all other financing costs. Buyer authorizes the lender to provide financing status updates to Broker(s).~~

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6. TITLE AND ESCROW

6a. **Title and Vesting:** Taking title may have significant legal, estate planning, and tax consequences. Buyer should obtain legal and tax advice.
Buyer will take title as **determined before COE** or ☐ Other: _____

6b. **Title Commitment and Title Insurance:** Buyer shall be provided at Seller's expense a Standard Owner's Title Insurance Policy showing the title vested in Buyer as provided in Section 6a. Buyer may acquire extended coverage(s) at Buyer's own additional expense. Escrow Company is hereby instructed to obtain and distribute to Buyer and Broker(s) a Commitment for Title Insurance in sufficient detail for the issuance of an Extended Owner's Title Insurance Policy together with complete and legible copies of all documents that will remain as exceptions to Buyer's policy of title insurance ("Title Commitment"), within fifteen (15) days after Contract acceptance. Buyer shall have until the expiration of the Due Diligence Period to provide written notice to Seller of any items disapproved. Buyer shall have five (5) days after receipt of any amendments to Title Commitment or notice of any subsequent exceptions to provide Seller written notice of any amendment or exceptions disapproved. REFER TO SECTION 4b FOR IMPORTANT TERMS.
Seller shall convey title by special warranty deed or ☐ _____ deed.

6c. **Additional Instructions:** (i) If the Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, Buyer and Seller hereby instruct the Escrow Company to deliver to Buyer and Seller upon Contract acceptance a closing protection letter from the title insurer indemnifying Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by the Escrow Company. (ii) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company is hereby instructed to modify such documents to the extent necessary to be consistent with this Contract. (iii) All closing and escrow costs, unless otherwise stated herein, shall be allocated equally between Seller and Buyer in accordance with applicable laws and regulations. (iv) Escrow Company is hereby instructed to send to Broker(s) copies of all notices and communications directed to or from Seller or Buyer. Escrow Company shall provide Broker(s) with access to escrowed materials and information regarding the escrow.

6d. **Prorations, Expenses and Adjustments:**
Taxes: Real property taxes payable by Seller shall be prorated through COE, based upon the latest tax bill available. The parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be handled as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.
Insurance: If Buyer takes an assignment of the existing casualty and/or liability insurance that is maintained by Seller, the current premium shall be prorated through COE.
Rents, Interest, and *Expenses*: Rents, interest on existing notes if transferred, utilities, and operating expenses shall be prorated through COE. The Parties agree to adjust any rents received after COE as a Post Closing Matter.
Deposits: All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of Buyer at COE or ☐ paid to Buyer by Seller at COE.

6e. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at COE as a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is determined. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibilities for said adjustments.

6f. **Prorations of Assessments and Fees:** All assessments and fees that are not a lien as of COE shall be prorated as of COE or ☐ Other: _____
_____

6g. **Assessment Liens:** The amount of any assessment lien shall be prorated as of COE or ☐ Other: _____
_____

6h. **IRS and FIRPTA Reporting:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is applicable if Seller is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate ("Foreign Person"). Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a Foreign Person pursuant to FIRPTA. Buyer acknowledges that if the Seller is a Foreign Person, Buyer (or Escrow Company, as directed by Buyer) must withhold a tax of up to 15% of the purchase price, unless an exemption applies.

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6i. **RESPA:** The Real Estate Settlement Procedures Act (RESPA) requires that no Seller of property that will be purchased with the assistance of a federally-related mortgage financing shall require, directly or indirectly, as a condition of selling the Property, that title insurance covering the Property be purchased by Buyer from any particular title company.

6j. **Tax Deferred Exchange:** Seller and Buyer are advised to consult a professional tax advisor regarding the advisability of a tax-deferred exchange pursuant to I.R.C. §1031 or otherwise. Seller and Buyer agree to cooperate in a tax deferred exchange provided that COE is not delayed. All additional costs in connection with any such tax deferred exchange shall be borne by the party requesting the exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any liability that may arise from participation in the tax deferred exchange.

7. WARRANTIES

7a. **Condition of Property: BUYER AND SELLER AGREE THE PROPERTY IS BEING SOLD IN ITS PRESENT PHYSICAL CONDITION AS OF THE DATE OF CONTRACT ACCEPTANCE.** Seller makes no warranty to Buyer, either express or implied, as to the condition, zoning, or fitness for any particular use or purpose of the Property. However, Seller shall maintain and repair the Property so that at the earlier of possession or COE: (i) the Property, including all personal property included in the sale, will be in substantially the same condition as on the date of Contract acceptance; and (ii) all personal property not included in the sale and debris will be removed from the Property. Buyer is advised to conduct independent inspections and investigations regarding the Property within the Due Diligence Period as specified in Section 4a. Buyer and Seller acknowledge and understand they may, but are not obligated to, engage in negotiations for repairs/improvements to the Property. Any/all agreed upon repairs/improvements will be addressed pursuant to Section 4b.

7b. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and any information concerning the Property known to Seller, excluding opinions of value, which materially and adversely affect the consideration to be paid by Buyer. Prior to COE, Seller warrants that payment in full will have been made for all labor, professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding COE in connection with the construction, alteration, or repair of any structure on or improvement to the Property. Seller warrants that the information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is correct to the best of Seller's knowledge.

7c. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Property or COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Property. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Property except disclosed as follows:**

_____

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8. REMEDIES

8a. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a breach of Contract. If Escrow Company or recorder's office is closed on the last day of the Cure Period, and COE must occur to cure a potential breach, COE shall occur on the next day that both are open for business. An unfulfilled contingency is not a breach of Contract.

8b. **Breach:** The parties agree to the remedies for breach of Contract indicated below.

If Buyer is in breach: (check one)

☐ All Rights and Remedies: Seller may cancel this Contract pursuant to Section 8c and/or proceed upon any claim or remedy that Seller may have in law or equity.

☒ Liquidated Damages: The parties agree that it would be impracticable or extremely difficult to fix the actual damages that Seller would suffer if Buyer fails to perform Buyer's obligations pursuant to this Contract. Therefore, if Buyer breaches this Contract, Seller shall be entitled to the Earnest Money as Seller's sole remedy and Buyer shall be released from any further liability to Seller. In such event, this Contract shall be cancelled and Seller shall pay any Escrow Company cancellation fees.

(INITIALS REQUIRED) DS cmj SELLER _____ SELLER LW BUYER _____ BUYER

If Seller is in breach:

All Rights and Remedies: Buyer may cancel this Contract pursuant to Section 8c, shall be entitled to the return of the Earnest Money and/or proceed upon any claim or remedy that Buyer may have in law or equity.

8c. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering notice stating the reason for cancellation to the other party or to Escrow Company. Cancellation shall become effective immediately upon delivery of the cancellation notice.

8d. **Mediation:** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this Contract, any alleged breach of this Contract, or services provided in relation to this Contract, claims for Earnest Money or representations made by Buyer or Seller in connection with the sale, purchase, financing, condition, or other aspect of the Property to which this Contract pertains, including, without limitation, allegations of concealment, misrepresentation, negligence, and/or fraud before resorting to court action. Mediators cannot impose binding decisions. The parties must agree and sign an agreement before any settlement reached at the mediation is binding. Mediation shall take place in the State of Arizona. All mediation costs shall be paid equally by the parties to the Contract.

8e. **Exclusions from Mediation:** The following matters are excluded from mediation hereunder: (i) any action brought in the Small Claims Division of an Arizona Justice Court (up to $3,500), so long as the matter is not thereafter transferred or removed from the Small Claims Division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that is within the jurisdiction of a probate or bankruptcy court. The filing of a judicial action to enable the recording of a notice of pending action, or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the obligation to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

8f. **Attorney Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to this Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees, expert witness fees, fees paid to investigators, and arbitration costs.

8g. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this Contract. Buyer and Seller specifically authorize Escrow Company to act in its sole and absolute discretion in the release of Earnest Money. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and reasonable attorneys' fees, arising from or relating in any way to the release of Earnest Money.

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9. ADDITIONAL TERMS

9a. Buyer and Seller understand property is being sold in "AS-IS", "where-is" condition.

Seller agrees to pay a brokerage commission per a separate listing agreement between Seller and Listing Broker (Orion). Listing Broker (Orion) agrees to co-broke said fee with Buyers broker (City to City Commercial) per separate agreement.

The Due Diligence Period shall be 60 days after contract acceptance.

The Earnest Money Deposit shall be non-refundable upon the expiration of the Due Diligence Period or Preliminary Site Plan Approval, whichever occurs first.

Upon the expiration of Buyer's Due Diligence Period, the entire deposit ($80,000.00) shall be deemed non-refundable to Buyer except for the event of a Seller Breach as described herein.

The Close of Escrow shall occur Eight (8) months after the expiration of the "Due Diligence Period," or sooner by mutual written agreement between Buyer and Seller.

90 days prior to the Close of Escrow date, Buyer shall provide Seller written notice regarding Buyers decision to terminate the current billboard/leases in place.

After Buyer has waived Buyers Due Diligence contingencies, Buyer shall have the right to review and approve any new leases negotiated on the Property as well as any new lease renewals that would extend beyond Closing. Seller shall notify Buyer of any new lease or lease renewal throughout the period of this Contract.

9b. **Risk of Loss:** If there is any loss or damage to the Property between the date of Contract acceptance and COE or possession of the Property, whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be borne by Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price or ☐ $ _____, either Seller or Buyer may elect to cancel the Contract by written notice pursuant to Section 8c.

9c. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of the existence of this Contract.

9d. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

9e. **Time is of the essence:** The parties acknowledge that time is of the essence in performance of the obligations described herein.

9f. **Broker's Fee:** Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, or finder in connection with the negotiation of this Contract and/or the consummation of the purchase and sale contemplated herein, other than the Broker(s) named herein, and no Broker or other person, firm or entity, other than said Broker(s) is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of either Buyer or Seller. Buyer and Seller do each hereby agree to indemnify, defend, protect, and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges that may be claimed by any broker, finder, or other similar party, other than said named Broker(s) by reason of any dealings or acts of the indemnifying party.

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9g. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by separate written agreement(s). Any separate written agreement(s) shall be delivered to Escrow Company for payment at COE, if not previously paid, and shall constitute an irrevocable assignment of Seller's proceeds at COE and/or payment shall be collected from Buyer as a condition to Close, as applicable. If any Broker hires an attorney to enforce the collection of the brokerage fee payable pursuant to this Contract and is successful in collecting some or all of such brokerage fee, the party(ies) responsible for paying such brokerage fee agree(s) to pay such Broker's costs including, but not limited to: reasonable attorneys' fees, expert witness fees, fees paid to investigators, and court costs. Commissions payable for the sale, leasing, or management of Property are not set by any board or association of REALTORS® or multiple listing service, or in any manner other than between the Broker and client. Seller and Buyer acknowledge that the Broker(s) referenced herein are third-party beneficiaries of this contract.

9h. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein, except that the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards may not be signed in counterpart. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.

9i. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and end at 11:59 p.m.

9j. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts that must be performed three (3) days prior to the COE Date must be performed three (3) full days prior (i.e. – if the COE Date is Friday the act must be performed by 11:59 p.m. on Monday).

9k. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.

9l. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that any subsequent offer accepted by Seller must be a backup offer contingent on the cancellation of this Contract.

9m. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in Section 9p, to Seller as indicated in Section 10a and to Escrow Company indicated in Section 1h.

9n. **Assignment:** Any assignment of this Contract shall not release Buyer from Buyer's obligations under this Contract unless otherwise agreed to by the parties in writing.

9o. **Release of Brokers: Seller and Buyer hereby acknowledge that they have been and are now advised by the Broker(s) to consult and retain their own experts to advise and represent them concerning the legal and income tax effects of this contract, and the condition of the Property. Seller and Buyer hereby expressly release, hold harmless and indemnify all Broker(s) in this transaction from any and all liability and responsibility regarding the condition, square footage/ acreage, lot lines or boundaries, value, financing, rent rolls, income and expense projections or proformas, environmental conditions, sanitation systems, roof condition, wood infestation and wood infestation report, compliance with building codes, zoning or other governmental regulations, or any other material matters relating to the Property.**

(INITIALS REQUIRED) DS cmj _____ LW _____
SELLER SELLER BUYER BUYER

THIS CONTRACT CONTAINS TWELVE (12) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT YOU HAVE RECEIVED AND READ ALL TWELVE (12) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

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9p. 456. **Broker on behalf of Buyer:**

457. Daniel Krantz (PRINT AGENT'S NAME) | dk346 (AGENT MLS CODE) | SA650284000 (AGENT STATE LICENSE NO.)

458. (PRINT AGENT'S NAME) | (AGENT MLS CODE) | (AGENT STATE LICENSE NO.)

459. City to City Commercial (PRINT FIRM NAME) | benj01 (FIRM MLS CODE)

460. 5401 N. Pima Rd. Suite 125 (FIRM ADDRESS) | Scottsdale (CITY) | AZ (STATE) | 85250 (ZIP CODE) | LC507884000 (FIRM STATE LICENSE NO.)

461. dkrantz@citytocitycre.com (EMAIL) | (586)216-1112 (PREFERRED PHONE) | (FAX)

9q. 462. **Agency Confirmation:** Broker named in Section 9p is the agent of (check one) ☒ Buyer; or ☐ both Buyer and Seller

9r. 463. **The undersigned agree to purchase the Property on the terms and conditions herein stated and acknowledge receipt of a**

464. **copy hereof.**

465. Lorne Wallace (BUYER'S SIGNATURE) | 11/12/2020 (MO/DA/YR) | (BUYER'S SIGNATURE) | (MO/DA/YR)

466. RAS Developments INC (BUYER'S NAME PRINTED) | And/Or Assignee (BUYER'S NAME PRINTED)

467. Lorne Wallace (BY) | President (ITS)

468. (ADDRESS) | (ADDRESS)

469. (CITY) | (STATE) | (ZIP CODE) | (CITY) | (STATE) | (ZIP CODE)

10. SELLER ACCEPTANCE

10a. 470. **Broker on behalf of Seller:**

471. Nick Miner (PRINT AGENT'S NAME) | (AGENT MLS CODE) | (AGENT STATE LICENSE NO.)

472. (PRINT AGENT'S NAME) | (AGENT MLS CODE) | (AGENT STATE LICENSE NO.)

473. Orion Investment Real Estate (PRINT FIRM NAME) | (FIRM MLS CODE)

474. 7150 E Camelback Road STE 425 (FIRM ADDRESS) | Scottsdale (CITY) | AZ (STATE) | 85251 (ZIP CODE) | LC631533000 (FIRM STATE LICENSE NO.)

475. nick@nickminer.com (EMAIL) | (480)226-8037 (PREFERRED PHONE) | (FAX)

10b. 476. **Agency Confirmation:** Broker named in Section 10a is the agent of (check one) ☒ Seller; or ☐ both Buyer and Seller

10c. 477. **The undersigned agree to sell the Property on the terms and conditions herein stated, acknowledge receipt of a copy**

478. **hereof and grant permission to Broker named on Section 10a to deliver a copy to Buyer.**

479. ☐ Counter Offer is attached, and is incorporated herein by reference. Seller must sign and deliver both this offer and the Counter

480. Offer. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

481. Docusigned by: Charles M Jones B642B53A4B5E4BE... (SELLER'S SIGNATURE) | 11/12/2020 (MO/DA/YR) | (SELLER'S SIGNATURE) | (MO/DA/YR)

482. Corridor Living LLC (SELLER'S NAME PRINTED) | (SELLER'S NAME PRINTED)

483. Charles M Jones (BY) | (ITS)

484. 198 W. Mariposa St, Ste. 7 (ADDRESS) | (ADDRESS)

485. Phoenix, AZ 85013 (CITY) | (STATE) | (ZIP CODE) | (CITY) | (STATE) | (ZIP CODE)

For Broker Use Only:

Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ (MO/DA/YR)

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Part of EXHIBIT D
Burch & Cracchiolo Letter
Dated October 21, 2024

Exhibit B

COMMERCIAL BUYER'S INSPECTION NOTICE AND SELLER'S RESPONSE (BINSR)

Document updated: February 2019

ARIZONA association of REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS.

The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.

REALTOR® EQUAL HOUSING OPPORTUNITY

1. Seller: Corridor Living LLC
2. Buyer: RAS Developments INC, And/Or Assignee
3. Property Address: 11&21 W. Coolidge, 4600 N. Central, Phoenix, AZ 85013
4. Date: January 13, 2021

BUYER DUE DILIGENCE, FEASIBILITY, AND INSPECTIONS COMPLETED

5. **Buyer has completed and verified all desired due diligence, feasibility, and inspections such as:**
6. (a) economic, environmental, physical and other inspections and investigations;
7. (b) inquiries and consultations with government agencies, lenders, insurance agents, architects, and other persons and entities;
8. (c) investigations of applicable building, zoning, fire, health, and safety codes;
9. (d) inquiries regarding sex offenders and the occurrence of a disease, natural death, suicide, homicide or other crime on the
10. Property or in the vicinity;
11. (e) inspections and investigations pertaining to square footage, wood-destroying organisms or insects, flood hazard,
12. survey, sanitation and waste disposal systems, wells, swimming pool barriers, and insurance; and
13. (f) inspections and investigations of any other items important to the Buyer.

14. **Buyer has verified all information deemed important including:**
15. (a) MLS or listing information; and
16. (b) all other information obtained regarding the Property.

17. **Buyer acknowledges that:**
18. (a) All desired Due Diligence Period inspections and investigations must be completed prior to delivering this notice to Seller;
19. (b) All Due Diligence Period items disapproved must be provided in this notice;
20. (c) Buyer's election is limited to the options specified below;
21. (d) Buyer is not entitled to change or modify Buyer's election after this notice is delivered to Seller.

22. **Buyer elects as follows:**
23. ☒ Property Accepted - No corrections requested. Buyer accepts the Property in its present condition and no corrections or
24. repairs are requested.
25. ☐ Property Rejected - Buyer disapproves of the items listed below and elects to immediately cancel the Contract.
26. ☐ Buyer elects to provide Seller an opportunity to correct the disapproved items listed below.

27. **Items disapproved:** _____
28. _____
29. _____
30. _____
31. _____
32. _____

33. **Buyer acknowledges that the Broker(s):**
34. (1) make no representations concerning the competency of any inspectors, contractors and/or repair persons and assume no
35. responsibility for any deficiencies or errors made; and
36. (2) neither the Seller nor Broker(s) are experts at detecting or repairing physical defects in the Property.

37. The undersigned agrees to the modified or additional terms and conditions, if any, and acknowledges receipt of a copy hereof.

38. Lorne Wallace 01/13/2021

^ BUYER'S SIGNATURE MO/DA/YR — RAS Developments INC

^ BUYER'S SIGNATURE MO/DA/YR — And/Or Assignee

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City to City Commercial, 7201 E.Camelback Rd. Scottsdale, AZ 85251
Phone: (480)729-6809 Fax: Daniel Krantz NEW - 4600 N.

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Electronically Signed using eSignOnline™ [Session ID : aec11681-d7f0-444f-b80f-71034c3e132e]

Part of EXHIBIT D
Burch & Cracchiolo Letter
Dated October 21, 2024

Exhibit C

EXHIBIT 2

Corridor Living
Quality Residences in Central Corridor

CHARLES JONES | President, CEO
198 W. Mariposa St., Ste. 7
Phoenix, AZ 85013
P. 602.359.5095
charcor@cox.net

March 1, 2021

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown Zoning Application, Z-56-20-4

Dear Nick:

In my role as president of Pierson Place Historic District and member (and past chair) of the Alhambra Village Planning Committee - both for many years, I have seen a lot of development near light rail. But even as a private citizen, I would wholeheartedly support the Aura Uptown project.

There are several reasons for this.

1. This project will revitalize (and remove) an office building that doesn't serve any interest in the center of this residential neighborhood.
2. Some amenities in this project will engage with Canalscape and activate the canal bank for the betterment of the community.
3. The upscale nature of the proposed apartments will further revitalize the neighborhood.
4. The large number of studio and 1 bedroom apartments will attract users of public transportation.
5. The front porches at street level will provide a sense of community at this site.

The developer presented the project to our residents in several group meetings, and has met with several of them individually. They adjusted the original plan a few times to accommodate concerns from residents, and have tailored the project to the neighborhood.

Given the existing multi-family zoning, adjacent multi-family uses, and placement within the Uptown TOD Plan, this project is appropriate for the site. I believe it is well-designed and will provide attractive, walkable, high-quality multi-family housing at a scale and density that fits this community.

In short, I think it is exactly the type of development envisioned by the Uptown TOD Plan, and I urge the City Council to approve it.

Sincerely,

Charles Jones
CMJ/ds

Part of EXHIBIT D
Burch & Cracchiolo Letter
Dated October 21, 2024

Exhibit D

INTERNAL REVENUE SERVICE
IRS Fact Sheet

Media Relations Office | Washington, D.C. | Media Contact: 202.622.4000
www.irs.gov/newsroom | Public Contact: 800.829.1040

Like-Kind Exchanges Under IRC Section 1031

FS-2008-18, February 2008

WASHINGTON— Whenever you sell business or investment property and you have a gain, you generally have to pay tax on the gain at the time of sale. IRC Section 1031 provides an exception and allows you to postpone paying tax on the gain if you reinvest the proceeds in similar property as part of a qualifying like-kind exchange. Gain deferred in a like-kind exchange under IRC Section 1031 is tax-deferred, but it is not tax-free.

The exchange can include like-kind property exclusively or it can include like-kind property along with cash, liabilities and property that are not like-kind. If you receive cash, relief from debt, or property that is not like-kind, however, you may trigger some taxable gain in the year of the exchange. There can be both deferred and recognized gain in the same transaction when a taxpayer exchanges for like-kind property of lesser value.

This fact sheet, the 21st in the Tax Gap series, provides additional guidance to taxpayers regarding the rules and regulations governing deferred like-kind exchanges.

Who qualifies for the Section 1031 exchange?

Owners of investment and business property may qualify for a Section 1031 deferral. Individuals, C corporations, S corporations, partnerships (general or limited), limited liability companies, trusts and any other taxpaying entity may set up an exchange of business or investment properties for business or investment properties under Section 1031.

What are the different structures of a Section 1031 Exchange?

To accomplish a Section 1031 exchange, there must be an exchange of properties. The simplest type of Section 1031 exchange is a simultaneous swap of one property for another.

Deferred exchanges are more complex but allow flexibility. They allow you to dispose of property and subsequently acquire one or more other like-kind replacement properties.

To qualify as a Section 1031 exchange, a deferred exchange must be distinguished from the case of a taxpayer simply selling one property and using the proceeds to purchase another property (which is a taxable transaction). Rather, in a deferred exchange, the disposition of the relinquished property and acquisition of the replacement property must be mutually dependent parts of an integrated transaction constituting an exchange of property. Taxpayers engaging in deferred exchanges generally use exchange facilitators under exchange agreements pursuant to rules provided in the Income Tax Regulations. .

A reverse exchange is somewhat more complex than a deferred exchange. It involves the acquisition of replacement property through an exchange accommodation titleholder, with whom it is parked for no more than 180 days. During this parking period the taxpayer disposes of its relinquished property to close the exchange.

What property qualifies for a Like-Kind Exchange?

Both the relinquished property you sell and the replacement property you buy must meet certain requirements.

Both properties must be held for use in a trade or business or for investment. Property used primarily for personal use, like a primary residence or a second home or vacation home, does not qualify for like-kind exchange treatment.

Both properties must be similar enough to qualify as "like-kind." Like-kind property is property of the same nature, character or class. Quality or grade does not matter. Most real estate will be like-kind to other real estate. For example, real property that is improved with a residential rental house is like-kind to vacant land. One exception for real estate is that property within the United States is not like-kind to property outside of the United States. Also, improvements that are conveyed without land are not of like kind to land.

Real property and personal property can both qualify as exchange properties under Section 1031; but real property can never be like-kind to personal property. In personal property exchanges, the rules pertaining to what qualifies as like-kind are more restrictive than the rules pertaining to real property. As an example, cars are not like-kind to trucks.

Finally, certain types of property are specifically excluded from Section 1031 treatment. Section 1031 **does not** apply to exchanges of:

- Inventory or stock in trade
- Stocks, bonds, or notes
- Other securities or debt
- Partnership interests
- Certificates of trust

What are the time limits to complete a Section 1031 Deferred Like-Kind Exchange?

While a like-kind exchange does not have to be a simultaneous swap of properties, you must meet two time limits or the entire gain will be taxable. These limits cannot be extended for any circumstance or hardship except in the case of presidentially declared disasters.

The first limit is that you have 45 days from the date you sell the relinquished property to identify potential replacement properties. The identification must be in writing, signed by you and delivered to a person involved in the exchange like the seller of the replacement property or the qualified intermediary. However, notice to your attorney, real estate agent, accountant or similar persons acting as your agent is not sufficient.

Replacement properties must be clearly described in the written identification. In the case of real estate, this means a legal description, street address or distinguishable name. Follow the IRS guidelines for the maximum number and value of properties that can be identified.

The second limit is that the replacement property must be received and the exchange completed no later than 180 days after the sale of the exchanged property or the due date (with extensions) of the income tax return for the tax year in which the relinquished property was sold, whichever is earlier. The replacement property received must be substantially the same as property identified within the 45-day limit described above.

Are there restrictions for deferred and reverse exchanges?

It is important to know that taking control of cash or other proceeds before the exchange is complete may disqualify the entire transaction from like-kind exchange treatment and make ALL gain immediately taxable.

If cash or other proceeds that are not like-kind property are received at the conclusion of the exchange, the transaction will still qualify as a like-kind exchange. Gain may be taxable, but only to the extent of the proceeds that are not like-kind property.

One way to avoid premature receipt of cash or other proceeds is to use a qualified intermediary or other exchange facilitator to hold those proceeds until the exchange is complete.

You can not act as your own facilitator. In addition, your agent (including your real estate agent or broker, investment banker or broker, accountant, attorney, employee or anyone who has worked for you in those capacities within the previous two years) can not act as your facilitator.

Be careful in your selection of a qualified intermediary as there have been recent incidents of intermediaries declaring bankruptcy or otherwise being unable to meet their contractual obligations to the taxpayer. These situations have resulted in taxpayers not meeting the strict timelines set for a deferred or reverse exchange, thereby disqualifying the transaction from Section 1031 deferral of gain. The gain may be taxable in the current year while any losses the taxpayer suffered would be considered under separate code sections.

How do you compute the basis in the new property?

It is critical that you and your tax representative adjust and track basis correctly to comply with Section 1031 regulations.

Gain is deferred, but not forgiven, in a like-kind exchange. You must calculate and keep track of your basis in the new property you acquired in the exchange.

The basis of property acquired in a Section 1031 exchange is the basis of the property given up with some adjustments. This transfer of basis from the relinquished to the replacement property preserves the deferred gain for later recognition. A collateral affect is that the resulting depreciable basis is generally lower than what would otherwise be available if the replacement property were acquired in a taxable transaction.

When the replacement property is ultimately sold (not as part of another exchange), the original deferred gain, plus any additional gain realized since the purchase of the replacement property, is subject to tax.

How do you report Section 1031 Like-Kind Exchanges to the IRS?

You must report an exchange to the IRS on Form 8824, *Like-Kind Exchanges* and file it with your tax return for the year in which the exchange occurred.

Form 8824 asks for:

- Descriptions of the properties exchanged
- Dates that properties were identified and transferred
- Any relationship between the parties to the exchange
- Value of the like-kind and other property received
- Gain or loss on sale of other (non-like-kind) property given up
- Cash received or paid; liabilities relieved or assumed
- Adjusted basis of like-kind property given up; realized gain

If you do not specifically follow the rules for like-kind exchanges, you may be held liable for taxes, penalties, and interest on your transactions.

Beware of schemes

Taxpayers should be wary of individuals promoting improper use of like-kind exchanges. Typically they are not tax professionals. Sales pitches may encourage taxpayers to exchange non-qualifying vacation or second homes. Many promoters of like-kind exchanges refer to them as "tax-free" exchanges not "tax-deferred" exchanges. Taxpayers may also be advised to claim an exchange despite the fact that they have taken possession of cash proceeds from the sale.

Consult a tax professional or refer to IRS publications listed below for additional assistance with IRC Section 1031 Like-Kind Exchanges.

References/Related Topics

- Publication 544, Sales and Other Dispositions of Assets
- Form 8824, Like-Kind Exchanges (PDF)
- Tax Tips - Real Estate
- Form 4797, Sales of Business Property

—30—

Part of EXHIBIT D
Burch & Cracchiolo Letter
Dated October 21, 2024

Exhibit E

DocuSign Envelope ID: 3D79153A-94F0-454F-BD12-BCAEE0DF6105

ASSIGNMENT of RELINQUISHED PROPERTY SALE AGREEMENT

Re: Exchange No.: EX-09-34149-PR
Relinquished Property: 11 and 21 West Coolidge and 4600 North Central Avenue, Phoenix, AZ 85013

This Assignment of Relinquished Property Sale Agreement (this "Sale Assignment") is made and entered into on August 29, 2021, by and among Corridor Living, L.L.C., an Arizona limited liability company ("Exchanger"), and Investment Property Exchange Services, Inc., a California corporation, as Qualified Intermediary under Exchange No. Ex-09-34149-PR ("Qualified Intermediary").

RECITALS

A. Exchanger and Qualified Intermediary have executed an Exchange Agreement (the "Exchange Agreement") in which Exchanger agrees to transfer the Relinquished Property to Qualified Intermediary in return for Qualified Intermediary's agreement to acquire Replacement Property and transfer the Replacement Property to Exchanger. (Capitalized terms used in this Sale Assignment without definition have the meanings defined in the Exchange Agreement.)

B. Exchanger is a party to, or has an interest in, that certain purchase and sale agreement or similarly titled contract dated November 12, 2020 (which agreement, as amended, is referred to as the "Sale Agreement"). The property that is the subject of this transaction is described in the Sale Agreement. This Sale Assignment applies only to the real estate interests therein that are subject to the Sale Agreement and which are intended to be transferred as Relinquished Property under IRC Sec. 1031 pursuant to the above numbered Exchange Agreement ("Relinquished Property").

C. Exchanger desires to assign to Qualified Intermediary certain interests and rights of Exchanger under the Sale Agreement, as more particularly set forth in this Sale Assignment.

AGREEMENT

NOW, THEREFORE, with reference to the foregoing recitals, and in consideration of mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sale Agreement is hereby modified and supplemented as follows:

1. Assignment and Assumption. Exchanger assigns to Qualified Intermediary all of Exchanger's right, title and interest under the Sale Agreement with respect to the Relinquished Property. Qualified Intermediary accepts the foregoing assignment and assumes Exchanger's rights (but not Exchanger's obligations) to transfer the Relinquished Property, subject to the provisions of this Sale Assignment. Qualified Intermediary accepts this assignment solely for the purpose of acquiring and transferring the Relinquished Property to Buyer in order to facilitate the Exchange.

2. **OPTIONAL:** Special Reservation of Sale Proceeds. Notwithstanding anything contained herein to the contrary, Exchanger reserves the sum of $ 0.00 from the Sale proceeds attributable to the Relinquished Property (the "Reserved Proceeds"). Unless, prior to the close of the Sale transaction, Exchanger rescinds this election to receive the Reserved Proceeds, Settlement Agent will pay the Reserved Proceeds directly to Exchanger and the balance of the Sale proceeds will be paid to Qualified Intermediary as provided above in Section 1.

Exchanger acknowledges that Exchanger's receipt of Reserved Proceeds will be a taxable transaction and will have an impact on the overall tax consequences of the Exchange. *If the Relinquished Property is located in California* and Exchanger does not qualify for a full exemption, Qualified Intermediary will be required to withhold California Franchise Tax due on the Reserved Proceeds from the balance of Sale proceeds ("Exchange Funds") it receives. Exchange Funds in the amount of required withholding will be unavailable for purchase of Replacement Property. _____

Assignment RQ 4.2021 © Investment Property Exchange Services, Inc., 2021 – All Rights Reserved

3. Qualified Intermediary as Seller: Direct Deeding. Exchanger and Qualified Intermediary acknowledge and agree that Qualified Intermediary will acquire the Relinquished Property from Exchanger. Exchanger further agrees to deliver a conveyance document transferring title to the Relinquished Property directly from Exchanger to Buyer and agrees that all bills of sale, tenant lease assignments, general assignments and other closing documents referenced in the Sale Agreement shall be signed by Exchanger for the direct benefit of Buyer. Notwithstanding the above, Qualified Intermediary shall be deemed to be the seller of the Relinquished Property to Buyer for purposes of effecting a tax-deferred exchange under IRC §1031.

4. Exchanger's Release and Indemnity. Exchanger releases, discharges, holds harmless and indemnifies Qualified Intermediary from and against any claim, demand, liability, loss, damage, cost, or expense (collectively, "Claim") in connection with any matter relating to the Relinquished Property or any term, condition, or instrument referred to in this Sale Assignment or otherwise relating to the Exchange except to the extent proximately caused by a Qualified Intermediary Fault.

5. Exchanger's Obligations. Exchanger is and shall remain solely responsible and liable to Buyer for the performance of every warranty, representation, covenant, indemnification and obligation of Seller under the Sale Agreement. This Sale Assignment does not modify or limit the obligations and duties of Exchanger to Qualified Intermediary, including and not limited to the provisions of Article V and Sections 7.1, 7.2 and 7.3 of the Exchange Agreement.

6. Survival. The acknowledgments and agreements of Exchanger and Qualified Intermediary set forth in this Sale Assignment shall survive the closing and the delivery, recordation or registration of any conveyance deed or other document in connection therewith.

7. Counterparts; Interpretation. This Sale Assignment may be signed in counterparts and may be delivered by facsimile, and each counterpart and facsimile shall be considered an original, but all of which, when taken together, shall constitute one document. This Sale Assignment shall be interpreted to give each of the provisions their plain meaning, and the Sale Assignment shall not be construed for or against any party.

8. Litigation. If litigation is commenced between the parties regarding this Sale Assignment, the prevailing party will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and costs at trial and on appeal.

Except as expressly modified or amended in this Sale Assignment, all terms and conditions in the Sale Agreement remain unchanged.

QUALIFIED INTERMEDIARY:

Investment Property Exchange Services, Inc., as Qualified Intermediary
under Exchange No.: EX-09-34149-PR

Paula A. Ripp
Assistant Vice President / Senior Exchange Officer

EXCHANGER(S):

Corridor Living, L.L.C., an Arizona limited liability company

on 8-30-21
Charles M. Jones, Manager

Relinquished Property: 11 and 21 West Coolidge and 4600 North Central Avenue, Phoenix, AZ 85013

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Part of EXHIBIT D
Burch & Cracchiolo Letter
Dated October 21, 2024

Exhibit F

American Land Title Association

ALTA Settlement Statement - Cash
Adopted 05-01-2015

File No./Escrow No.: 142124EW
Print Date & Time: 09/21/21 3:17 PM
Officer/Escrow Officer: Lisa Rosito
Settlement Location:
Empire West Title Agency (Scottsdale)
8777 East Via De Ventura, Ste 399
Scottsdale, AZ 85258

Empire West Title Agency LLC

FINAL

CERTIFIED TO BE A TRUE
AND
CORRECT COPY OF THE
ORIGINAL

Empire West Title Agency LLC

By: *Lisa Rosito*
Lisa Rosito

Property Address:	4600 N Central Avenue Phoenix, AZ 85013 11 W Coolidge Street & 21 W Coolidge Street, Phoenix, AZ 85013
Borrower:	FORTY600 LP, an Arizona Limited Partnership P.O. Box 97743 Phoenix, AZ 85060
Seller:	INVESTMENT PROPERTY EXCHANGE SERVICES, INC., AS QUALIFIED INTERMEDIARY FOR Corridor Living, L.L.C., an Arizona limited liability company, under Exchange #EX-09-34149-PR 198 W. Mariposa, Suite 7 Phoenix, AZ 85013
Loan Number:	
Settlement Date:	09/21/2021
Disbursement Date:	09/21/2021
Additional dates per state requirements:	

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		Financial		
	$2,430,000.00	Sale Price of Property	$2,430,000.00	
		Deposit		$40,000.00
		Additional Funds Deposited 1/14/21		$40,000.00
		Wire from Buyer 9/17/21		$1,024,757.24
		Wire in from Buyer 9/20/21		$500,000.00
		Wire in from Buyer 9/21/21		$814,000.00
		Prorations/Adjustments		
$6,800.00		TRANSFER OF SECURITY DEPOSITS - 9 UNITS (SEE RENT STATEMENT FOR SPLIT OUT)		$6,800.00

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File # 142124EW
Printed on: 09/21/21 3:17 PM

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
$1,028.43		Taxes - 4600 N Central Ave from 07/01/2021 thru 09/21/2021		$1,028.43
$3,314.32		Proration of Rents - 9 Units - See Rent from 09/21/2021 thru 09/30/2021		$3,314.32
$354.32		Taxes - 11 W Coolidge St from 07/01/2021 thru 09/21/2021		$354.32
$928.19		Taxes - 21 W Coolidge St from 07/01/2021 thru 09/21/2021		$928.19
		Title Charges & Escrow / Settlement Charges		
$1,067.50		Title - Escrow Fee to Empire West Title Agency (Scottsdale)	$1,067.50	
$100.00		Title - Transaction Fee to Empire West Title Agency (Scottsdale)	$100.00	
$4,234.00		Title - Owner's Title Insurance to Empire West Title Agency (Scottsdale)		
		Commission		
$60,750.00		Real Estate Commission - 2.5% Listing to Orion Investment Real Estate		
$60,750.00		Real Estate Commission - 2.5% Selling to City to City Commercial		
		Government Recording and Transfer Charges		
$15.00		Recording Fee (Deed) to Empire West Title Agency (Scottsdale)	$15.00	
		Payoff(s)		
$177,960.88		Lender: Payoff 11 W Coolidge Street (Parcel 3) to PHH Mortgage		
		Principal Balance ($177,617.73)		
		Release Fee $15.00		
		Wire Fee $25.00		
		Recording Fee $30.00		
		Statement Fee $30.00		
		Interest Thru 9/22/2021 $243.15		
$298,801.92		Lender: Payoff 4600 N Central Av (Parcel 1 & 2) to Bank of the West		
		Principal Balance ($285,912.06)		
		Interest to 9/30/21 $1,409.38		
		Reconveyance Fee $14.00		
		Document fee $30.00		
		Prepayment Fee $11,436.48		
		Miscellaneous		
$100.00		1031 Exchange Processing Fee to Empire West Title Agency (Scottsdale)		
$2,285.40		1st Half 2021 Taxes - 4600 N Central Ave - Parcel #155-29-028A to Maricopa County Treasurer		

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File # 142124EW
Printed on: 09/21/21 3:17 PM

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
$787.37		1st Half 2021 Taxes - 11 W Coolidge St - Parcel # 155-29-030 to Maricopa County Treasurer		
$2,062.64		1st Half 2021 Taxes - 21 W Coolidge St - Parcel #155-29-031 to Maricopa County Treasurer		

Seller				Borrower/Buyer	
Debit	Credit			Debit	Credit
$621,339.97	$2,430,000.00		Subtotals	$2,431,182.50	$2,431,182.50
			Due From Borrower		
$1,808,660.03			Due To Seller		
$2,430,000.00	$2,430,000.00		Totals	$2,431,182.50	$2,431,182.50

Final

Final

Final

Final

Final

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File # 142124EW
Printed on: 09/21/21 3:17 PM

Part of EXHIBIT D
Burch & Cracchiolo Letter
Dated October 21, 2024

Exhibit G

City of Phoenix

To: Cris Meyer
City Attorney

Date: March 17, 2021

From: Denise Archibald
City Clerk

Subject: TRANSMITTAL OF ETHICS COMPLAINT (EC-21-02)

On March 12, 2021, the City Clerk Department received the attached complaint from Diane Mihalsky.

Phoenix City Code, Section 2-53 requires the City Clerk to forward ethics inquiries to the Ethics Commission. Since there is currently no appointed City Ethics Commission, I am forwarding this complaint to the Law Department for appropriate handling.

Enclosure: Ethics Complaint

ec: Deryck Lavelle, Assistant Chief Counsel
Jennifer Wingenroth, Deputy City Clerk

Part of EXHIBIT D
Burch & Cracchiolo Letter
Dated October 21, 2024

Exhibit H

City of Phoenix

To: Cris Meyer
City Attorney

Date: August 26, 2022

From: Denise Archibald
City Clerk

Subject: TRANSMITTAL OF ETHICS COMPLAINT (EC-22-01)

On August 25, 2022, the City Clerk Department received the attached complaint from Jeremy Thacker.

Phoenix City Code, Section 2-53 requires the City Clerk to forward ethics inquiries to the Ethics Commission. Since there is currently no appointed City Ethics Commission, I am forwarding this complaint to the Law Department for appropriate handling.

Enclosure: Ethics Complaint

ec: Deryck Lavelle, Assistant Chief Counsel
Sina Matthes, Deputy City Clerk

Part of EXHIBIT D
Burch & Cracchiolo Letter
Dated October 21, 2024

Exhibit I

With no ethics board, Phoenix residents who file complaints face obstacles, silence and secrecy

TJ L'Heureux, Jordan Gerard, Emma Peterson and Anisa Shabir/ **Howard Center For Investigative Journalism (https://cronkite.asu.edu/real-world-experiences/howard-center-for-investigative-journalism)**

June 15, 2023
(https://www.facebook.com/sharer/sharer.php?u=&quote=) (http://www.reddit.com/submit?url=&title=) (https://twitter.com/intent/tweet?source=&text=:%20) (mailto:?subject=&body=:%20)



Phoenix is the only city among the 10 largest U.S. cities that does not have an ethics board or commission. (Photo by Emma Peterson/Howard Center for Investigative Journalism)

PHOENIX – In 2021, Diane Mihalsky was so upset by what she saw as the ethical misconduct of a local planning committee member in her uptown Phoenix neighborhood that she filed an ethics complaint with the city. She never learned what became of it, she said.

Jeremy Thacker, a neighbor, filed a similar complaint against the same planning committee member a year later. He had to badger city officials just to get them to acknowledge receiving his complaint, he said.

Phoenix created an ethics commission to enforce the city's ethics code for its elected officials and employees in 2017. But six years and several ethical controversies later, the city council has failed to put a single person on the commission to enforce the city's code.

As a result, complaints from Mihalsky, Thacker and other Phoenix residents disappear into a virtual black hole.

Reporters from the Howard Center for Investigative Journalism wanted to learn what other ethics complaints residents or city staff have filed with the city and have gone uninvestigated. In early February, they submitted a records request for every complaint the city had received since the ordinance establishing the commission was adopted.

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(https://azsos.gov/elections)

LATEST NEWS

They experienced the same frustration Mihalsky and Thacker did.

The city did not produce a single complaint by publication deadline, despite sporadic assurances the city's legal department was reviewing complaints for possible redactions.

Phoenix is the only city among the 10 largest U.S. cities that does not have an ethics board or commission. Annual complaints filed in those other nine cities range from seven per year in San Antonio to over 400 in San Diego, according to their annual filings.

Ethics commissions in America's 10 largest cities

Phoenix is the only city of America's 10 largest that has no functioning ethics commission. Cities listed in order of population size according to World Population Review.

Cities
New York City has a Conflict of Interest Board, with oversight from City Council Committee on Standards and Ethics.
Los Angeles has an Ethics Commission.
Chicago has a Board of Ethics.
Houston has an Ethics Commission.
Phoenix has an ethics code, but no ethics commission.
Philadelphia has a Board of Ethics.
San Antonio has an Ethics Review Board.
San Diego has an Ethics Commission.
Dallas has an Ethics Advisory Commission.
San Jose has a Board of Fair Campaign and Political Practices (formerly known as Ethics Commission)

Source: Howard Center research

✳A Flourish table (https://flourish.studio/visualisations/create-a-table/?utm_source=showcase&utm_campaign=visualisation/14136455)

Phoenix officials would not say how many complaints had been filed since the commission was established or respond to questions about how they handle complaints in the absence of a functioning enforcement mechanism.

Thacker's complaint went to the city attorney's office, a destination that raises questions about a different conflict of interest.

The city attorney's office provides legal services to the mayor, the city council, the city's advisory boards, city manager and departments, according to the city's website.
That means city attorneys reviewing ethics complaints could be making determinations about the ethical behavior of their clients' employees.

"A conflict could arise if a city attorney is asked to investigate an ethics complaint related to a matter in which the attorney has also provided legal advice to the city employee or official whose conduct is being questioned," said Ann Ching, an associate clinical professor at the Sandra Day O'Connor College of Law. "Even in the absence of an actual conflict of interest, the public may perceive an appearance of impropriety if the agency tasked with investigating an ethics complaint is not sufficiently independent."

In their complaints, Mihalsky and Thacker asked a simple question: Should a member of one of the city's local planning boards have recused himself from discussing and voting on a rezoning request because he owned nearby properties, some of which he was intending to sell?

Without an ethics commission, Phoenix never answered their question.



BLK Arizona Run Club builds community in the Valley, one step at a time (https://cronkitenews.a arizona-run-club-foste



Oct. 1, 2024, Newscast (https://cronkitenews.az 1-2024-newscast/)



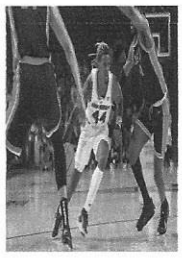
Tucson Congressman Raúl Grijalva, sidelined by cancer since February, says next term will be his last (https://cronkitene congressman-rau congress/)



'We should be in Milwaukee': Mike Hazen, Torey Lovullo lament end of Diamondbacks season (https://cronkiten diamondbacks-n disappointing-20



Vice President Kamala Harris touts failed bipartisan border bill as immigration solution in Arizona speech (https://cronkitenews harris-touts-failed-bi speech/)



Optimism surrounds Arizona State men's basketball team as new season approaches (https://cronkitenews. men-basketball-optim



Sept. 30, 2024, Newscast (https://cronkitenews.az 30-2024-newscast/)



March Madness sensation Jack Gohlke competes at Isaiah Thomas tournament, takes hoop dreams overseas (https://cronkitenews gohlke-isaiah-thoma

Mihalsky's complaint

Charles "Charley" Jones was a well-known property owner and manager in the uptown neighborhoods of Pierson Place and Carnation when he raised the concern of Mihalsky and Thacker beginning in 2021.

At various times, Jones chaired or was a member of the Alhambra Village Planning Committee, and also held leadership roles in neighborhood associations in Pierson Place. On his company's website, he listed himself as a member of a neighborhood advisory committee to Phoenix Mayor Kate Gallego.

Jones owned 19 properties in the area, many of them rentals.

He had commercial interests, too. In late 2019, he advertised for sale three adjoining properties he owned along Central Avenue that later became part of Milhalsky's ethics complaint against him.



In mid-September 2021, Forty600 purchased Charley Jones' properties on Central Avenue for $2.43 million. This is the Forty600 lot at Coolidge Street and Central Avenue on Wednesday, April 26, 2023. (Photo by Emma Peterson/Howard Center for Investigative Journalism)

The ad listing (https://www.loopnet.com/Listing/4600-N-Central-Ave-Phoenix-AZ/17718854/) the property described it as an "Amazing Redevelopment Opportunity" that could be developed into "Apartment, Senior Housing, Hotels, Retail, Office and more." The asking price was $2.4 million.

The following year, Trinsic Residential Group from Texas initiated a rezoning request to develop a site along the Grand Canal at Third Avenue, on the same block as the property Jones had advertised on Central Avenue.

Called Aura Trinsic, the proposed development was to have 218 luxury units in a four-story structure, accompanied by a parking garage. The site was two blocks from Milhalsky's home.

To move forward, the proposal had to go before the Alhambra VPC, which Jones was serving on.

Village planning committees, such as Alhambra's, are an early step in the city's rezoning and land use process. Committee members, drawn from the community, have no binding authority but can make recommendations to the city's planning commission and city council.

As part of their service, VPC members are asked to read through the city's ethics guidelines. If they have a conflict of interest, they are asked to declare it, refrain from discussing or voting on the issue and file notice of the conflict with the city clerk.

Through a local attorney, Trinsic presented its proposed development to the Alhambra VPC on Jan. 26, 2021. Jones voted for it and did not declare a conflict of interest, according to meeting minutes.

Howard Center reporters phoned and emailed Jones for comment but got no response. In 2021, he told the Arizona Republic that he had no conflict of interest.

In her ethics complaint to the city alleging Jones had a conflict of interest that he should have disclosed, Mihalsky cited an example of a conflict of interest taken from the city's own ethics handbook:

"The board member owns property in close proximity to property subject to the board's approval of a zoning or license application that may affect the value of the board member's property."

Jones not only owned property near the proposed development but he also had it listed for sale since 2019.

And a buyer was on the horizon at the time of the January VPC meeting.

RELATED STORY



(https://cronkitenews.azpbs.org/2023/06/15/phoenix-village-planning-committees-real-estate-professions/)

Phoenix's neighborhood planning boards lean on members with ties to the real estate industry › (https://cronkitenews.azpbs.org/2023/06/15/phoenix-village-planning-committees-real-estate-professions/)

New zoning sparks second complaint

On Jan. 11, 2021, two weeks before the Trinsic development came before the Alhambra VPC, RAS Development, an established Phoenix developer, incorporated a new limited liability partnership.

The new company was named Forty600 – the same street address as Jones' property on Central Avenue. In mid-September 2021, Forty600 purchased Jones' properties on Central Avenue for $2.43 million.

Less than a year later, in August 2022, Forty600 was in front of the Alhambra VPC for an informational meeting about the company's plans for a new residential and commercial development at the location.

Jones participated in the meeting as a member. Thacker came as a concerned resident; his home would have a view of the proposed development.

During public comment, Thacker pointed out Jones' conflict of interest with respect to Forty600 because of his prior ownership, according to meeting minutes.

Jones responded that he'd divested himself of the property and therefore had no conflict of interest. He also claimed the city had cleared him of a conflict of interest regarding Mihalsky's complaint the year before.

That's when Thacker decided he had had enough.

"I let him have it," Thacker said.

Two days later, he filed an ethics complaint against Jones with the city.



Construction is underway at the Aura Trinsic development site on Third Avenue and Coolidge Street, seen here on April 26, 2023. (Photo by Emma Peterson/Howard Center for Investigative Journalism)

Complaint languishes

Mihalsky was unaware Phoenix didn't have an ethics commission when she filed her complaint against Jones in 2021.

She could be forgiven.

While the city has published ethics handbooks for elected officials (https://www.phoenix.gov/citymanagersite/Documents/Ethics/Ethics_Handbook_Elected_Officials.pdf), board members and commissioners (https://www.phoenix.gov/citymanagersite/Documents/Ethics/Ethics_Handbook_Boards_Commissions.pdf) and employees and volunteers (https://www.phoenix.gov/citymanagersite/Documents/Ethics/Ethics_Handbook_Employee_Volunteers.pdf) on the city's ethics webpage, the "Ethics Commission" hyperlink leads to a brief sentence about the commission's responsibilities.

But it does not mention that there is no one on the commission.

Nor does the city's website provide clear direction on how to file a complaint or where a complaint should be sent.

"I thought there was an ethics commission," Milhalsky said. "I thought (my complaint) would be investigated."

Milhalsky continued to fight the Trinsic development as it made its way to the city council. She wrote a letter to the mayor and council in April 2021 opposing the project for how it could impact her neighborhood. She also lamented that the entire process had been poisoned by Jones' vote on the project.

Jones, meanwhile, wrote the council a letter in support of the project.

In her letter, Milhalsky said she had been told the council would consider her ethics complaint against Jones, but not until a week after the scheduled vote on the Trinsic development.

"I am confounded by the City's scheduling of consideration of the ethics complaint after the rezoning application," she wrote. "Charley Jones' conflict of interest taints the entire proceeding."

In the end, the council never considered her complaint or relayed any outcome, she said.

"I did not pursue it," she said.

City's attorney: no conflict of interest

The city responded to Thacker's complaint against Jones. It came from David H. Benton, the then-acting chief assistant attorney.

Benton wrote a point-by-point rebuttal of Thacker's complaint, establishing in legal terms why Jones' involvement in the zoning application presented no conflict of interest.
"I have concluded that Mr. Jones did not have a conflict of interest," Benton wrote, "and therefore was not required to declare a conflict."

The attorney dismissed the example from the city's ethics handbook that urged an official to declare a conflict of interest if the person owned nearby property, quoting instead a different passage from it:

"Each situation will be decided on the facts and circumstances involved."

For his analysis, Benton turned not to the city's ethics code but to Arizona laws governing conflicts of interest.

He concluded that Jones had no conflict of interest because his property ownership could not be considered "substantial and non speculative" under the law.

"Merely owning property in the neighborhood is not enough," he wrote.

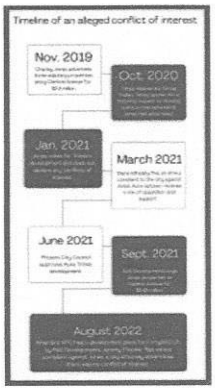
Benton, who has since become the city's chief counsel, acknowledged that the city's ethical guidelines were intended to make board members and other officials sensitive to ethical considerations.

But they were not intended to "establish hard and fast rules," he said.

Thacker later filed a public records request for all complaints made against Jones or his company, Corridor Living, including ethics complaints.

More than 100 days later, the city responded with a single sentence: "There are no responsive final decision or conclusion records as no Ethics Commission has been appointed."
The experience left Thacker deeply uneasy about the city's governance.

"I want to move, frankly," he said. "I'm scared of running out of water, of not having the budget to pay for street and infrastructure maintenance. I think those are legitimate concerns."



Click graphic to enlarge. (Graphic by TJ L'Heureux/Howard Center for Investigative Journalism)

Wrangling over commission drags on

Since Phoenix City Council adopted the ordinance for an ethics commission in 2017, its members have dithered over who to appoint and bickered over whether appointing commissioners would have any impact on enforcing the ethics code.

In addition to the ethics commission, the 2017 ordinance required city officials and staff to disclose gifts worth $50 or more.

The city's gift disclosure (https://www.phoenix.gov/ethics/disclosures#gift) webpage is the only publicly available record related to conflicts of interest in Phoenix.

Between 2017 and 2023, 86 officials filed gift disclosures. Since 2022, only seven did, a falloff that raises questions about how many of the city's 14,000 employees (http://phoenix.gov/hr/current-jobs#:~:text=%E2%80%8BWith%20more%20than%2014%2C000,for%20career%20growth%20and%20advancement)

are actually complying with the gift disclosure.

The Arizona Republic (https://www.azcentral.com/story/news/local/phoenix/2021/04/13/phoenix-fails-set-up-ethics-commission-4-years/6989099002/) reported that a Judicial Selection Advisory Board had received applications for the ethics commission, interviewed candidates and made recommendations to Phoenix City Council in 2017, according to a former deputy city manager. But the council did not act on those recommendations.

In March 2021, Mayor Kate Gallego created an ad hoc committee to review and recommend commissioners. But when that committee approved the Judicial Selection Advisory Board's recommendations, Phoenix City Council voted them down. One conservative council member, Sal DiCiccio opposed the commission entirely, while Betty Guardado reportedly voted no because she wanted the commission to have more power.

Public calls for an ethics commission were revived in late 2022 after a controversy embroiled several council members (https://www.azcentral.com/story/news/politics/arizona/2022/12/26/phoenix-council-members-suns-arena-suite-usage-raise-ethics-questions/69748268007/) who attended Suns playoffs games and concerts at the Footprint Center in a luxury suite and invited campaign donors.

At the height of the controversy, Mayor Gallego said she planned to bring a vote on the commission between March and the summer break in July.

Gallego's office did not comment directly to the Howard Center about the timing of a vote.

"Mayor Gallego and city staff are working together right now to put together a timeline and process that is both inclusive and transparent so that the commission has as much support as possible leading up to a vote," said a spokesperson for Gallego.

RELATED STORY



(https://cronkitenews.azpbs.org/2023/03/14/phoenix-city-council-election-district-6-8-runoff/)

Kesha Hodge Washington, Kevin Robinson claim victory in Phoenix City Council runoff elections › (https://cronkitenews.azpbs.org/2023/03/14/phoenix-city-council-election-district-6-8-runoff/)

The election of Kevin Robinson, who replaced Sal DiCiccio in April, may hold promise for an ethics commission. Robinson told Howard Center reporters he is "a strong advocate for and a supporter of an ethics commission for the city council" and that his office is examining past failures to empanel a commission to determine his next steps.

Mihalsky, a retired judge for the Arizona Office of Administrative Hearings, said the bar for improper conduct is too high without an enforceable ethics code.

"We're not talking about criminal misconduct," Mihalsky said. "The main reason there's an ethics code for people who are making decisions or recommendations on political matters is just so people feel like they got a fair hearing."

Reflecting on her experience in an interview, Mihalsky said she simply wanted an acknowledgement that Jones' activity was a conflict of interest.

"Appointed citizens on boards and commissions should avoid this appearance of impropriety," she said. "You just shouldn't be making decisions on something that you have a special interest in. It's really simple. It looks bad."

This story was produced by the Howard Center for Investigative Journalism at Arizona State University's Walter Cronkite School of Journalism and Mass Communication (https://cronkite.asu.edu/), an initiative of the Scripps Howard Foundation

(https://scripps.com/foundation/) in honor of the late news industry executive and pioneer Roy W. Howard. Contact us at howardcenter@asu.edu (mailto:howardcenter@asu.edu) or on Twitter @HowardCenterASU.

Connect with us on Facebook (https://www.facebook.com/cronkitenewsazpbs/).

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EXHIBIT E

Jeremy Thacker
4520 N 2nd Ave
Phoenix, AZ 85013
jeremynthacker@gmail.com
October 26, 2024

City of Phoenix Ethics Commission
200 W. Washington Street
Phoenix, AZ 85003
ethics.commission@phoenix.gov

CC:
Beth Nilsen, Investigator for the Ethics Commission
Spencer Fane LLP
2415 East Camelback Road, Suite 600
Phoenix, AZ 85016
bnillen@spencerfane.com

Aaron M. Duell, Mr. Charles Jones's Attorneys
Burch & Cracchiolo, P.A.
1850 N Central Ave, Suite 1700
Phoenix, AZ 85004
aduell@bcattorneys.com

Re: Response to Ethics Inquiries EC-21-02 and EC-22-01 – Charles Jones

Dear Honorable Members of the City of Phoenix Ethics Commission:

This letter is a formal reply to Charles Jones's response to my ethics complaint concerning his involvement in rezoning decisions directly affecting properties in which he had financial interests. I address Mr. Jones's specific claims and highlight how his participation in rezoning discussions constitutes a conflict of interest based on the facts, relevant statutes, and guidance from the City of Phoenix Ethics Handbook.

1. Misleading Definition of "Sold" and Financial Interest Until Escrow Closure

Mr. Jones claims that executing a contract on November 12, 2020, effectively ended his substantial interest in the properties in question. However, this assertion overlooks the fact that escrow did not close until September 21, 2021. Until this final closing date, Mr. Jones retained legal ownership, as title had not transferred, and payment had not been received. Consequently, he retained a vested financial interest in these properties throughout the period, and the value of his holdings stood to be influenced by any surrounding zoning changes.

Arizona law, under A.R.S. § 38-503(B), defines a substantial interest as any pecuniary interest that could be directly or indirectly affected by a public decision. By the date of voting and participation in public meetings, Mr. Jones had received only an initial payment of $80,000 for the property sold to RAS, with the remaining $2.3 million unpaid until escrow closure in September 2021. Therefore, his financial stake in the property, totaling at least $2.3 million, remained substantial throughout this period. This interest was further enhanced by the potential increase in property values across the numerous additional holdings he owned within close proximity.

Because Mr. Jones retained ownership and the final payment was outstanding, his financial stake persisted until the complete transfer of funds and title. Under A.R.S. § 38-503(B), such an outstanding financial interest is a clear substantial interest, requiring disclosure and recusal.

2. Violation of Ethics Rules Through Meeting Participation and Omission of Property Holdings

Mr. Jones's response contends that his participation in an August 23, 2022, Alhambra Village Planning Committee (VPC) discussion on zoning application Z-9-22-4—concerning parcels previously owned by Corridor Living—was permissible because no vote was taken. However, the City of Phoenix Ethics Handbook specifies that any participation, not just voting, is prohibited when a conflict of interest exists. City of Phoenix ethics rules prohibit not only voting but also any form of participation, including attendance, in discussions on matters where a financial conflict exists.

Two examples in the handbook illustrate the application of this rule:

- **Example a. Owns Property in Close Proximity**: Board members who own property near a property subject to board approval for rezoning must refrain from participating due to the potential impact on their own property values. With numerous properties still owned within a half-mile radius of this zoning location, Mr. Jones clearly falls under this scenario.
- **Example g. Property Uniquely Affected by Land Use Plan**: Board members who have interests in properties that could uniquely benefit from a proposed land use plan must abstain due to the potential for special benefits. Mr. Jones's holdings around the rezoned area stand to gain from favorable zoning shifts, requiring his absence from participation in discussions where those benefits could arise.

Ethics rules further advise that, in cases of uncertainty, members should "opt not to participate." Mr. Jones's assertion that abstaining from voting is sufficient disregards the rule's intent to prevent influence from conflicted members. Moreover, his failure to disclose the number of properties he owned within close proximity of

the rezoned area only further undermines his transparency and adherence to ethics standards.

3. Speculative and Unsupported Claims About Property Value

In his response, Mr. Jones claims that the rezoning of Z-56-20-4 would have no discernible effect on the value of his properties. This assertion is speculative and unsupported by any evidence. Rezoning typically enhances surrounding property values, particularly in redevelopment areas where increased density and new amenities can make nearby properties more attractive. Mr. Jones's own marketing of these properties as "prime redevelopment opportunities" with a TOD overlay zoning demonstrates an expectation of increased value from favorable zoning decisions.

If the rezoning truly had no impact on his properties, there would have been no need for Mr. Jones to assert such an elaborate defense. His awareness of potential value increase contradicts his claim of having no financial interest, underscoring that his substantial interest continued until the final transfer of title.

4. Misuse of Technical Jurisdictional Arguments to Avoid Accountability

Mr. Jones's response relies heavily on procedural technicalities, such as the claim that ethics complaints are invalid due to a lack of notarization or perjury certification. This argument attempts to deflect attention from the substance of the allegations. The Ethics Commission's role is to examine ethical standards, and reliance on procedural defenses fails to address whether Mr. Jones's actions were ethical.

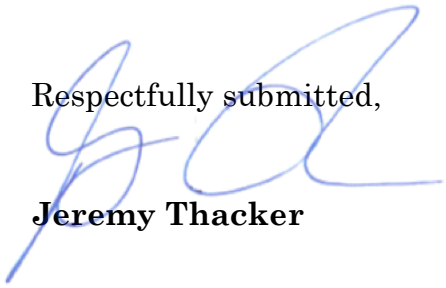
Further, Mr. Jones argues that a prior review by the City Attorney's Office should preclude the Commission from investigating this complaint. However, as shown in Exhibit G, the City Attorney lacked the authority to make binding determinations on ethics complaints. The Ethics Commission exists to conduct independent reviews, especially when previous reviews may not have fully assessed relevant conflicts or new evidence. Thus, Mr. Jones's reliance on past findings by unauthorized parties is not a valid defense.

Conclusion

Mr. Jones's response fails to address these ethical concerns, relying on technicalities and unsupported assertions about property value. Given his substantial financial interest, his participation in rezoning discussions before escrow closed, and his failure to disclose all relevant holdings, I respectfully request that the Commission conduct a thorough investigation. This matter is essential to maintaining transparency and accountability within Phoenix's decision-making processes.

Thank you for your attention to these issues.

Respectfully submitted,



Jeremy Thacker

EXHIBIT F

Urban Villages

The urban villages are based on the Phoenix General Plan which was adopted to guide the urban form of the city while meeting the community's desires for a well-planned city with a sense of place. Three key principles of the General Plan are:

- ☑ balance housing and employment
- ☑ concentrate intensity in village cores
- ☑ promote the unique character of each village

Each village has a core which serves as the focal point of the village by combining the most intense land uses with a great variety of uses. By providing a mix of employment, housing and retail opportunities, this village "downtown" creates a physical identity for the residents. It should also serve as a gathering place with pedestrian activity and a focus for the local transportation system. The core should reflect the character and land use intensity of the village it supports.

Village Planning Committees

Each village has its own village planning committee which represents the interests of local residents. The village planning committees helped develop the General Plan for Phoenix. They review and comment on General Plan amendments, zoning ordinance text amendments, and rezoning requests and sometimes assist the City of Phoenix Planning Department in developing plans for areas within the village. The committees are a vital link between the community and city decision makers.

Village planning committees are volunteers appointed by City Council and their recommendations are advisory in nature. The Council strives to create well-balanced committees which represent the people who live and work in all segments and geographic areas of the village. The 15-21 members of each village committee typically meet once a month in the evening. Some also have active subcommittees.

How to Participate

All village committee meetings are open to the public. Their agendas can be found on the Internet at: ***www.ci.phoenix.az.us*** (Public Meeting Notices and Agendas). Each committee is staffed by a planner who can provide additional information about attending meetings or becoming a member. For more information call the Phoenix Planning Department at:

(602) 262-6882.

Jan.1998

ALHAMBRA VILLAGE

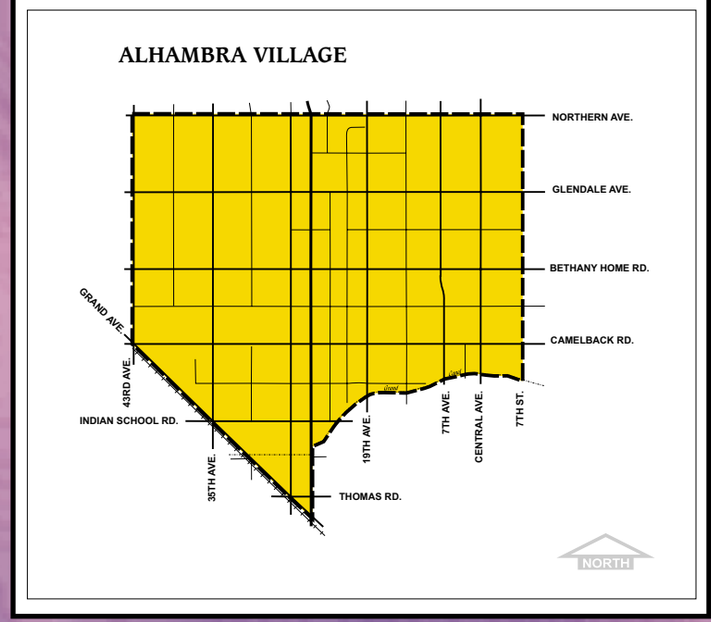
VILLAGE SIZE: 19.2 sq. miles

VILLAGE CORE: Chris-Town Mall

PRESENT & PROJECTED* SOCIO-ECONOMIC PROFILE

Population		Households		Employment	
1995	2020	1995	2020	1995	2020
115,900	123,900	45,500	48,600	45,900	48,000

*Source: Village Area - Village GIS Coverage, Phoenix Planning Department, October 1997
Projections - Whole Traffic Analysis Zones, Maricopa Association of Governments, July 1997



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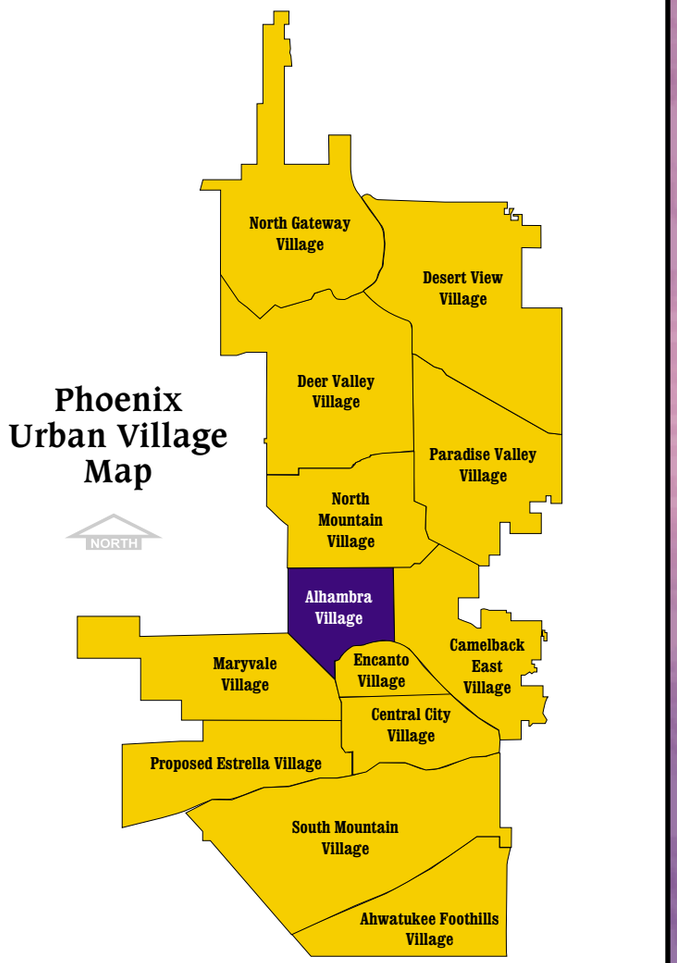
ALHAMBRA VILLAGE

Heart of the City

City of Phoenix

Prepared by
City of Phoenix Planning Department

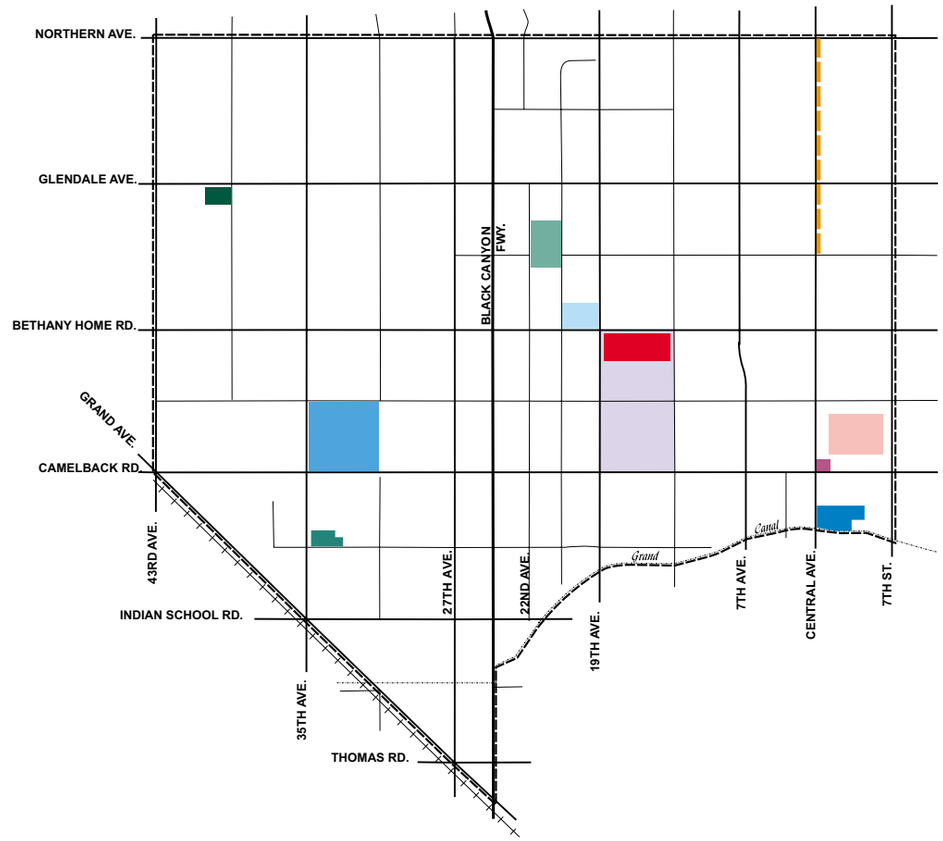
Phoenix is a growing city with a population of over one million people and a planning area of over 600 square miles. Meeting the demands of a diverse and increasing population takes thoughtful planning and active citizen participation. The Phoenix City Council and Planning Commission have divided the city into twelve planning areas called urban villages in order to work better with the community on planning and development issues. The goal for each village is to offer a variety of housing, job opportunities, education, recreation, and shopping facilities.



ALHAMBRA

1/2 MILE GRAPHIC SCALE

NORTH



LEGEND

- Core
- Chris-Town Mall
- Uptown Plaza
- Baptist Hospital and Medical Center
- Grand Canyon College
- Brophy High School
- Washington Park
- Cielito Park
- La Pradesa Park
- Windsor Square Historic Neighborhood
- Murphy Bridle Path

ALHAMBRA VILLAGE

Alhambra Village is bounded by Northern Avenue on the north, 7th Street on the east, 43rd Avenue on the west, Grand Avenue on the southwest, Grand Canal and Black Canyon Freeway on the southeast side. This area of Phoenix grew primarily when neighborhoods were becoming popular in the late 40's and early 50's to satisfy the housing needs of a growing population after World War II. Many of these new residents discovered Phoenix when they were stationed at Luke Air Base to the west of town. It is now characterized by small ranch-style homes of the postwar era.

The beautiful spanish name of "Alhambra" was first used by W. J. Murphy, the builder/developer of the Arizona Canal and the namesake of the Bridle Path, to designate one of four areas of north Phoenix that he sub-divided and later developed with residential homes. The eastern portion of the village is graced by large homes and the tree-lined historic Murphy Bridle Path which runs alongside Central Avenue, an area that first saw growth in the 20's and 30's as the wealthy built large estates north of the city limits. This central Uptown area boasts the Windsor Square Neighborhood which is the city's only historic district that features homes built primarily in the 30's through the 50's and Uptown Plaza, the first strip shopping center in Phoenix, originally built in 1957. The Village Core focuses around the Chris-Town Mall, a shopping center built in the 60's and named after the Chris family who had a farm on this site.

Alhambra Village is faced with the challenges of enormous growth coupled with deterioration, both of which can be overcome in order to regenerate it's appealing suburban character. Future attention needs to be focused on stabilizing the entire area by continuing efforts to provide a balance of jobs, to preserve affordable housing and to establish and/or maintain support services all within the Village boundaries.

ACC

EXHIBIT G

Search for an Entity Name | eCorp | Search | File | FAQ

Entity Details

Entity Name:	CORRIDOR LIVING, L.L.C.	**Entity ID:**	L08275749
Entity Type:	Domestic LLC	**Entity Status:**	Active
Formation Date:	12/24/1997	**Reason for Status:**	In Good Standing
Approval Date:	12/24/1997	**Status Date:**	
Original Incorporation Date:	12/24/1997	**Life Period:**	Perpetual
Business Type:	Real Estate Matters	**Last Annual Report Filed:**	
Domicile State:	Arizona	**Annual Report Due Date:**	
		Years Due:	
Original Publish Date:			

Statutory Agent Information

Name:	WAS INC	**Appointed Status:**	Active
Attention:		**Address:**	9141 E HIDDEN TRAIL , SCOTTSDALE, AZ 85255, USA
Agent Last Updated:	3/11/2019	**E-mail:**	
Attention:		**Mailing Address:**	9141 E HIDDEN TRAIL , SCOTTSDALE, AZ 85255, USA
County:	Maricopa		

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Manager	CHARLES M JONES		198 W MARIPOSA STE 7, PHOENIX, AZ, 85013, USA	5/24/2004	3/11/2019
Member			198 W MARIPOSA STE 7, PHOENIX, AZ, 85013, USA	3/1/2019	3/11/2019

Page 1 of 1, records 1 to 2 of 2

Entity Known Place of Business

Attention:	**Address:** 198 W MARIPOSA STE 7, PHOENIX, AZ, 85013, USA	**County:** Maricopa	**Last Updated:**

Entity Principal Office Address

Attention:	**Address:**	**County:**	**Last Updated:**

Back | Return to Search | Return to Results

Document History | Name/Restructuring History | Pending Documents | Microfilm History

ARTICLE V.

Name and Address of the Manager

The name and address of the Manager of the Limited Liability Company is as follows:

NAME	ADDRESS
Charles M. Jones	198 W. Mariposa, Suite 7 Phoenix, AZ 85013

ARTICLE VI.

Name and Address of the Member

The name and address of the Member of the Limited Liability Company owning a twenty percent (20%) or greater interest in the capital or profits of the Limited Liability Company is as follows:

NAME	ADDRESS
CMJ Trust U/T/A dated December 11, 2018	198 W. Mariposa, Suite 7 Phoenix, AZ 85013

IN WITNESS WHEREOF, the undersigned has hereunto subscribed its name as of the 1ST day of MARCH, 2019.

CORRIDOR LIVING, L.L.C.,
an Arizona limited liability company

By: _____
Charles M. Jones, Manager

22766-0200 Third Amd & Restated Art

EXHIBIT I

Unofficial Document

MAIL TAX STATEMENTS TO:

CMJ Trust
198 W. Mariposa St., Suite 7
Phoenix, Arizona 85013

WHEN RECORDED, MAIL TO:

Leslie A. Plattner, Esq.
Plattner, Schneidman,
Schneider & Jeffries, P.C.
9141 E. Hidden Spur Trail
Scottsdale, AZ 85255

AFFIDAVIT EXEMPT PURSUANT TO A.R.S. §11-1134(B)(8)

GENERAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, Charles M. Jones, Trustee of The Charles and Alejandra Jones Family Trust U/T/A dated October 18, 2001, held as the sole and separate property of Charles M. Jones, does hereby convey to Charles M. Jones, Trustee of the CMJ TRUST U/T/A dated December 11, 2018, the following real property situated in Maricopa County, Arizona:

Lot 11, NORTH CENTRAL MANOR, according to book 53 of Maps, Page 35, records of Maricopa County, Arizona.

And the South Half of that certain abandoned alley lying Northerly Of and Adjacent To said Lot as shown in Resolution No. 15329 recorded in Docket 14251, Page 261, records of Maricopa County, Arizona.

APN: 161-28-011

Subject to current taxes and assessments, reservations and all easements, rights of way, covenants, conditions, restrictions, liens, encumbrances, obligations and liabilities of record.

And I do hereby warrant the title against all persons whomsoever subject to the matters above set forth.

Dated this 4th day of MARCH, 2019.

The Charles and Alejandra Jones Family Trust U/T/A dated October 18, 2001, as the sole and separate property of Charles M. Jones

Charles M. Jones, Trustee

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 4th day of March, 2019, by Charles M. Jones.

ALEX J IZAGUIRRE
Notary Public - Arizona
Maricopa County
My Comm. Expires Oct 30, 2020

Notary Public

My Commission Expires:

10/30/2020

Unofficial Document

Pursuant to A.R.S. §33-404, the Beneficiary of The Charles and Alejandra Jones Family Trust U/T/A dated October 18, 2001, is Charles M. Jones, whose address is 198 W. Mariposa St., Suite 7, Phoenix, Arizona 85013.

Pursuant to A.R.S. §33-404, the Beneficiary of the CMJ Trust U/T/A dated December 11, 2018, is Charles M. Jones, whose address is 198 W. Mariposa St., Suite 7, Phoenix, Arizona 85013.

ADRIAN FONTES
SECRETARY OF STATE

ARIZONA SECRETARY OF STATE

EXHIBIT J

Elections Business Services Rules About

Result Detail

Back

File ID: 2028222

Name: FORTY600 L.P.

Address of Chief Executive Office:
4808 N 24TH STREET #1203
PHOENIX, Arizona
85016-

Date to Dissolve: Never

Date Registered: January 11, 2021

General Partners:

RAS DEVELOPMENTS, INC. PO BOX 97743 PHOENIX, Arizona 85060-	General Partner

Agent for Service of Process:
ALAN PERRY
1643 W. GRISWOLD RD
PHOENIX, Arizona
85021-

Registration Information:
Registration Received: January 11, 2021 Expires: Never

Correspondence History:

Partnership Amendment:	Filed: April 6, 2021
Partnership Application:	Filed: January 11, 2021

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Planning Process Guide

"Planning with People for a Better Phoenix"

City of Phoenix
PLANNING & DEVELOPMENT DEPARTMENT

General Plan Amendment

Public Hearing Process

Clear policies and procedures for amending the Phoenix General Plan are critical to maintaining the integrity and ultimate viability of the Plan. The value of any plan depends on its stability and predictability. Both the business community and the general population of Phoenix benefit from clear guidelines to direct and protect investments.

While Plan Amendments are needed to adapt to changing circumstances and opportunities, they must be made in the context of a stable and dependable Plan, and only after careful deliberation. Consistent amendment guidelines assure that the Plan will be a living, creative document which can adapt to changed conditions, community goals and urban development opportunities while assuring stability for our neighborhoods and protecting investments.

1. What is the GENERAL PLAN and what is a GENERAL PLAN amendment?

The General Plan is the primary guide for physical development in the city. It guides the general location of basic land uses and provides policies on how these land uses should function. An amendment is a change in the plan's policies or land use shown on the General Plan Map.

2. When is an amendment to the GENERAL PLAN required?

When the land use shown on the map is different than that proposed and the site is greater than ten (10) gross acres. For additional information about when an amendment to the General Plan is required, please see General Plan, Appendix B, Land Use Map Update Procedures. The General Plan is available online at https://www.phoenix.gov/pdd/planning-zoning/phoenix-general-plan.

3. How much does it cost to process an amendment?

The fees for filing an application to amend the General Plan for Phoenix are based according to the following schedule:

Type of Amendment	Fee
Major Amendments	$10,000
Minor Amendments	$5,000
Continuance Fees	$830
*Checks made payable to the City of Phoenix	

4. How long does this process take?

Generally, it takes a minimum of five to six months to process an amendment to the General Plan and receive a decision from the City Council. Complicated cases may take longer due to continuances when there is no community consensus.

5. Who may submit an application to amend the GENERAL PLAN?

A member of the City Council, two members of the Planning Commission, a Village Planning Committee, or the owner(s) of a subject parcel may submit an application to amend the map of the General Plan. Anyone can submit a text amendment (a change to the wording in the General Plan) which will follow the minor amendment requirements. All General Plan Amendment application submittals must be preceded by a pre-application meeting with staff.

6. What is the process for a GENERAL PLAN amendment?

The basic steps for an applicant in the General Plan Amendment process are as follows:

a. Pre-Application meeting.
b. Application submittal and fee
c. Public notice
d. Staff analysis of application
e. Review with appropriate Village Planning Committee
f. Planning Commission Hearing
g. Second Planning Commission Hearing (for Major Amendments only)
h. City Council Hearing and Decision

7. May my rezoning application be reviewed simultaneously with my application to amend the GENERAL PLAN?

No. Current City policy requires that action on a rezoning application is separate from the procedure to amend the General Plan as State law requires that all rezoning be consistent with and conform to the adopted General Plan. A hearing on the rezoning application is to occur subsequent to a determination on the change to the General Plan. However, you may file your rezoning application and be scheduled for a hearing agenda following action on the General Plan amendment.

Note: This requirement can be waived by the Planning and Development Director upon written request for special circumstances.

8. What information is appropriate for presentation at a General Plan Amendment hearing versus a rezoning hearing?

a. Consistency with the General Plan
b. Effect on the jobs/housing balance
c. Orderly timing of development
d. Effect on the village concept of greatest intensity in cores
e. Impact on village land use and character
f. Availability of other sites for the use proposed
g. Alternative uses for the site
h. Traffic generation in the larger area
I. Effect on recreation and open space, schools, and infrastructure availability
j. Drainage, topography, air and water quality impacts
k. Employment generation
l. Appropriateness of the size of the area proposed for change

ZONING ISSUES - Not appropriate for discussion

a. Setbacks
b. Elevation and building materials
c. Parking
d. Open space amenities
e. Landscaping
f. Exactions
g. Right-of-way

There are no stipulations attached to General Plan amendments.

An applicant may receive a clarification from the city of its interpretation or application of a statute, ordinance, code or authorized substantive policy statement. To request clarification or to obtain further information on the application process and applicable review time frames, please call 602-262-7131 (option 6), email zoning@phoenix.gov or visit our website at https://www.phoenix.gov/pddsite/Pages/pddlicensetimes.aspx.

Upon request this publication will be made available in alternate formats including large print, Braille, audiotape or computer disk to accommodate a person with a disability if given reasonable advance notice. Please contact Tamra Ingersoll at voice 602-534-6648 or via the TTY 7-1-1.

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Application Procedures

The following procedural outline identifies the major steps involved in the General Plan Amendment process. Should there be any questions or clarification necessary, please contact the Planning and Development Department, Long Range Planning Section, at (602) 262-6882.

Step 1. **Pre-Application Meeting** - A pre-application meeting is required prior to formal application for a General Plan Amendment. The pre-application meeting form (contained in this packet), and required surrounding character maps, must be submitted to the Planning and Development Department (2nd Floor Zoning Counter) before staff will schedule the pre-application meeting. The purpose of the meeting is for the applicant to explain the proposed General Plan Amendment to staff, and for staff to provide the applicant with initial feedback and identify any application requirements unique to the applicant's request. There is no fee for the form submittal or pre-application meeting.

Step 2. **Application Submittal** - At the time of application submittal, the Village Planner will review the application and supporting documents. For an application to be accepted, the applicant must submit all of the required information on the submittal checklist along with required application fees. Applications will not be accepted or processed without complete information or descriptions of the request being submitted.

- Major Amendments – The Phoenix General Plan defines a major amendment as an area plan covering five or more square miles or land use designations for an area of three or more square miles that previously had no land use designations. City Council is required to take action on Major Amendments in the same calendar year in which they are filed.

- Minor Amendments – Amendments to the Street Classification Map, Text Amendments, and any change in land use for 10 or more gross acres from one category to another are minor amendments with several exceptions (See General Plan, Appendix B, Land Use Map Update Procedures).

Step 3. **Neighborhood Notification –** Required for all land use and street classification map amendments. The applicant is required to mail a letter explaining the request and all appropriate review and comment opportunities by first class mail within 10 working days prior to the date of the Village Planning Committee meeting to the following:

a. All property owners within 600 feet of the subject site,
   Available at http://maps.mcassessor.maricopa.gov/
b. The nearest resident within the four quadrants to the subject site,
c. All neighborhood organizations registered with the City that are within a one-mile radius of the subject site.
   Upon application, staff will provide the applicant with the mailing list for the registered neighborhood organizations.

The applicant is to use the format as provided in the sample letters. Sections of the letter shown in bold and italics require site specific information from the applicant.

The applicant must submit to staff 10 days prior to the village planning committee meeting a notarized affidavit stipulating to the mailing along with a copy of the letter sent and the list of the property owners and neighborhood organizations contacted. Staff has the option to request additional notification. Failure of the applicant to provide evidence of mailing will result in a postponement of the application. The applicant will be charged a continuance fee for the postponement.

Step 4. **Neighborhood Meeting –** Required for all land use map amendments. The applicant is required to meet with property owners within 600 feet of the subject site to present the proposal and attempt to address resident concerns. The results of that meeting shall be summarized and forwarded to the village planner in whose village the case is located. No hearings shall be scheduled without submittal of the following information:

- Date, time, and location of the meeting
- Number of participants
- Issues that arose during the meeting
- Plan to resolve the issues, if possible

The applicant is also encouraged to contact the office of the Council member in whose district the case is located.

Note: Planning and Development Department Staff will conduct the neighborhood meeting if the request is initiated by the Planning Commission or Village Planning Committees.

Step 5. **Posting Sign on Property –** Required for all land use map amendments. The applicant is required to post a single double-sided sign, 4-foot by 8-foot, perpendicular to the street (unless otherwise authorized by staff) at a prominent location on the site a minimum of 15 calendar days prior to the Village Planning Committee meeting.

As in the case of the written notices, the applicant shall submit 10 days prior to the village planning committee meeting a notarized affidavit of posting stating the sign has been posted along with a color photograph showing the sign on the site to the Planning and Development Department, Zoning Section, 200 West Washington Street, 2nd Floor, Phoenix, AZ 85003-1611. Failure of the applicant to provide evidence of posting will result in a postponement of the application. The applicant will be charged a continuance fee for the postponement.

Signs shall be updated as needed. Continued cases shall be posted a minimum of seven calendar days prior to the continuance date. An additional affidavit of posting is required.

Signs must be removed by the applicant within seven days of City Council action.

Step 6. **Staff Review of Application –** A staff planner from the Long Range Planning Team, which represents the village that the site is located in, is assigned to review the application and prepare a staff report. Comments received from other City departments and surrounding jurisdictions are consolidated and included in the staff report.

Step 7. **Village Planning Committee Review –** All applications will be reviewed by the appropriate Village Planning Committee at their regularly scheduled monthly meeting. Staff will provide the committee and the applicant a copy of the staff report prior to this meeting. The recommendation from the Village Planning Committee will be forwarded to the Planning Commission and attached to the staff report.

Step 8. **Planning Commission Hearing –** The Planning Commission must conduct at least one public hearing for minor amendments and at least two public hearings for major amendments. Hearings on major amendments must be held in two separate locations, one preferably being held in the village for testimony only. The Planning Commission meets on the first Thursday of each month at 6:00 p.m. in the City Council Chambers, 200 West Jefferson Street, although dates may be adjusted as needed. Special meetings may be held at a different location. The applicant or a project representative must be present at the hearing. The Planning Commission will forward a recommendation to the City Council.

Step 9. **City Council Hearing –** Regular City Council Zoning hearings are held on the first Wednesday of each month at 2:30 p.m. in the City Council Chambers, 200 West Jefferson Street, although dates may be adjusted as needed. The applicant or a project representative must be present at the hearing. Approval of any major amendment requires an affirmative vote by at least two-thirds of the members of the council. The Resolution adopting any City Council action will be scheduled shortly after council action and will become effective 30 days after the resolution is signed by the Mayor.

Step 10. **Inactive Cases –** All applications need to be actively pursued to a decision. If no activity has occurred on an application for 180 days, the application will be determined to be inactive, deemed to be withdrawn and the file will be closed. Thirty days prior to that date the staff will notify the applicant in writing. The applicant may submit a written request that the application remain active, with an explanation for the inactivity. The Planning and Development Department Director may grant an extension for up to 180 days for good cause if there is a reasonable belief that the application will be actively pursued during the extension period.

An applicant may receive a clarification from the city of its interpretation or application of a statute, ordinance, code or authorized substantive policy statement. To request clarification or to obtain further information on the application process and applicable review time frames, please call 602-262-7131 (option 6), email zoning@phoenix.gov or visit our website at https://www.phoenix.gov/pddsite/Pages/pddlicensetimes.aspx.

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Pre-Application Meeting Form

A pre-application meeting is required prior to formal application for a General Plan Amendment. This form, and required surrounding character maps, must be submitted to the Planning and Development Department (2nd Floor Zoning Counter) before staff will schedule the pre-application meeting. The purpose of the meeting is for the applicant to explain the proposed General Plan Amendment to staff, and for staff to provide the applicant with initial feedback and identify any application requirements unique to the applicant's request. There is no fee for the form submittal or pre-application meeting.

APPLICANT INFORMATION		
Property Owner		
Mailing Address		
Phone	Fax	Email
Representative/ Company		Contact Name
Mailing Address		
Phone	Fax	Email
PROPERTY INFORMATION		
Location		APN
Acres	Village	Council District
Current Land Use(s)		
Current General Plan Designation(s)		
PROPOSAL		
Anticipated Land Use(s)		
Requested General Plan Designation(s)		
Reason(s) for Request		

SURROUNDING CHARACTER MAPS

- Aerial Map
- Existing Land Use and Parcel Map
- Proposed General Plan Designations Map

Submit maps (with property boundaries delineated), listed above, with this form.
Each map should be 8.5" x 11".

Applicant's Signature_____ **Date**_____

An applicant may receive a clarification from the city of its interpretation or application of a statute, ordinance, code or authorized substantive policy statement. To request clarification or to obtain further information on the application process and applicable review time frames, please call 602-262-7131 (option 6), email zoning@phoenix.gov or visit our website at https://www.phoenix.gov/pddsite/Pages/pddlicensetimes.aspx.

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Fee Calculation Sheet

(For City Use Only)

Major Map Amendment ($10,000) $ _____

Minor Map Amendment ($5,000) $ _____
(includes Text amendments and Street Classification Map amendments)

***Checks made payable to the City of Phoenix**

FOR STAFF USE ONLY

Case Number _____ Fee Paid _____

Submittal Date _____ Receipt Number _____

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Submittal Checklist

The following information outlines the required information needed to submit a General Plan Amendment request to the City of Phoenix.

REQUIRED	Applicant Checklist	Staff Verification
Pre-Application Meeting/Form [prior to formal submittal] (See Page 8).	❑	❑
Application (See Page 11)	❑	❑
Fees (Checks made payable to the City of Phoenix)	❑	❑
Electronic Submittal of Entire Application (See Page 12)	❑	❑
Copy of GPA Pre-Application Meeting Staff Comments Sheet (provided by staff at the pre-application meeting)	❑	❑
Copy of Recorded Takings Waiver (See Pages 13-14)	❑	❑
Analysis Questions (See Page 17)	❑	❑
Surrounding Character Maps:		
Existing land use map **(8.5" x 11")**	❑	❑
Proposed land use map **(8.5" x 11")**	❑	❑
Aerial **(8.5" x 11")**	❑	❑
Ownership Verification Form: (See Page 15)		
Legal Description	❑	❑
Assessors Tax parcel numbers	❑	❑
Gross Acreage	❑	❑
Authorization Letter	❑	❑
Principals and Development Team (See Page 16)	❑	❑
Traffic Impact Study (if required) otherwise Traffic Impact Statement	❑	❑
Market Study (if required)	❑	❑
Neighborhood Notification: (See Pages 18 & 19) Notarized Affidavit with notification letter sent and mailing list	❑	❑
Documentation of Neighborhood Meeting:		
Typed list of attendees with names, addresses & telephone numbers	❑	❑
Summarized results of the meeting addressing neighborhood concerns, topics discussed, and how the applicant addressed such concerns	❑	❑
Copy of the letter notifying property owners of the meeting	❑	❑
Signage Posting: (See Pages 20-24)		
Affidavit of Posting	❑	❑
Affidavit of Posting (for continued cases)	❑	❑
Affidavit of Sign Removal	❑	❑
Pre-application Meeting Notes for Companion Zoning Case when filed (Actual notes, not just number)	❑	❑

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Application

City of Phoenix

FOR OFFICIAL USE ONLY
Reviewed by: _____
Date Accepted: _____

APPLICATION TO AMEND GENERAL PLAN FOR PHOENIX

I hereby request that the General Plan for Phoenix be amended in the following manner:

❒ Map Amendment ❒ Major Map Amendment ❒ Text Amendment ❒ Street Class Amendment

COMPLETE THIS SECTION ONLY FOR MAP AMENDMENT

Site Location:	Current Plan Designation(s):	Requested Plan Designation(s):
Tax Parcel #:		
Acres:		
Village:		
District:		

Required Attachments: ❒ Map showing site and requested plan designation(s). ❒ Completed applicant analysis questions. ❒ Legal description of property. ❒ Written authorization from owner if required.

COMPLETE THIS SECTION ONLY FOR TEXT AMENDMENT

General Plan Element(s):	Page(s):
Current Wording:	Requested Wording:

Attach additional pages as needed indicating requested wording change(s), additions, deletions or map changes. ❒ Attachment _____ Pages.

COMPLETE THIS SECTION FOR ALL AMENDMENTS

Reason for requested change:

Is this request related to a rezoning application? _____ If so, rezoning case no. _____ if filed

APPLICANT _____ **COMPANY** _____

ADDRESS _____ **CITY/STATE/ZIP** _____

PHONE NO. _____ **FAX NO.** _____

EMAIL _____

Initiation of an application to amend the General Plan for Phoenix requires one of the following:

- Applicant is property owner of entire site.
- Applicant has written permission of all property owners of site (signatures attached).
- Application is initiated by Village Planning Committee of _____ Village.
- Application is initiated by the Planning Commission.
- Application is initiated by Planning Commissioners _____ (Name) and _____ (Name).
- Application is initiated by City Council member _____ (Name).

I declare that all information submitted is true and correct to the best of my knowledge and belief. I understand that any error in my application may be cause for changing its scheduling.

Signature _____ Date _____

An applicant may receive a clarification from the city of its interpretation or application of a statute, ordinance, code or authorized substantive policy statement. To request clarification or to obtain further information on the application process and applicable review time frames, please call 602-262-7131 (option 6), email zoning@phoenix.gov or visit our website at https://www.phoenix.gov/pddsite/Pages/pddlicensetimes.aspx.

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Electronic Submittal Requirements

For additional information, please call the Planning and Development Department, Long Range Planning Section, at (602) 262-6882.

Applicants must submit a copy of the application and all supplemental information on a CD (compact disc). CDs are not returned to the applicant. USB flash drives are not acceptable.

All application documents must be submitted electronically and all subsequent amendments to the application must include an electronic submittal.

Incomplete electronic submittals and/or amendment submittals may result in extended processing and review times, as well as delays in scheduling public hearings.

Application Submittals

- PDF files - All documents including application forms, site plans, building elevations, context plans, etc.
- Do not combine documents into one PDF file. Each document must be provided as an individual PDF file.

Legal Descriptions

- Legal descriptions must be submitted in Word (.doc or .docx) or text (.txt) format in addition to an identical PDF file.
- Legal descriptions must contain the Section, Township, and Range regarding the subject property of the request.
- If the application consists of multiple zoning districts or General Plan land use categories, then separate legal descriptions must be provided.
- If an application is amended and alters the subject property's boundaries in any way, a new legal description must be submitted immediately.
- Applications regarding Planned Unit Developments (PUD) may be required to provide separate legal descriptions based on the division of land uses in the PUD.
- **Only if requested by staff**: Shapefiles (preferred) or CAD .dwg and .dxf files depicting all legal descriptions.

Example of What Not To Submit as a Legal Description

- APN 202-22-014 only (The APN is not sufficient information)
- N2 SEC 10 T6N R2E LY E OF E R/W LN H/W P/D 5263-166 EX BEG AT N4 COR TH E 131.55F TH S 660.34F TH W 1311.43F TO POB TH E 2507.10F TH S 2644.88F TH W 2624.15F TH N 1973.87F TH E 120.20F TH N 660.34F TO POB AS DESC P/F 05-1675663 (Abbreviations will not be accepted)
- ALTA Survey (ALTAs do not have the proper format)

Takings Waiver

City of Phoenix

When recorded return to:

_____

_____

_____

Waiver of Claims for Diminution in Value of Property
Under Proposition 207 (A.R.S. 12-1131 et seq.)

Application Number: _____

WAIVER. By making application for application of the City's land use laws for the real property owned by ("Owner") located within the City of Phoenix or to be annexed by the City more particularly described in the attached Exhibit A (the “Property”), Owner together with its heirs, successors or assignees hereby voluntarily waives its rights to make any claim for diminution in value of Owner's property pursuant to A.R.S. 12-1134 as a result of City’s action on the above-referenced application. Owner acknowledges that he is under no compulsion to enter into this Agreement.

Owner understands that this Waiver shall run with the Property and be binding upon subsequent landowners. The duration of this Waiver shall be for a period of three years from the date of City approval of the above-referenced application and shall be recorded by Owner with the Maricopa County Recorder.

In the event the above application is withdrawn, or the City denies the application, the City shall release the Owner from this waiver.

OWNER

By: _____
Its: _____

SUBSCRIBED AND SWORN to before me
this ____ day of _____, 20__.

Notary Public:

_____

My Commission Expires:

_____

EXHIBIT “A”

LEGAL DESCRIPTION OF THE PROPERTY

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Ownership Verification

_____ hereby requests that an application to amend the General Plan for Phoenix be accepted by the Planning and Development Department for property located

_____

Said property is owned by _____

and legally described as: _____

(or, see attached)

The property contains a gross lot area of _____

(net lot area equals _____)

Assessor Parcel Number(s): _____

The following sketch accurately portrays the parcel configuration and property dimensions, as reflected in the legal description: (survey attached)

I hereby certify that the above information is correct, and that I am authorized to file an application on said property, being either the owner of record or authorized to file on behalf of the owner.

_____ _____

(Applicant) (Date)

This instrument was acknowledged before me on this _____ day of _____, 20____, by

_____. In witness whereof, I hereunto set my hand and official seal.

_____

Notary Public

My commission expires: _____

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Principals and Development Team

List of persons involved in proposal. This includes owner and potential buyers of record and members of development team. If a partnership or limited partnership is involved, list the general partners and limited partners with more than a 10 percent interest.

Principal Owners:

Name _____

Address _____

Phone _____

Fax _____

E-Mail _____

Principal Buyers:

Name _____

Address _____

Phone _____

Fax _____

E-Mail _____

Development Team:

Name _____

Address _____

Phone _____

Fax _____

E-Mail _____

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Applicant Analysis Questions

Attach a narrative statement which addresses the following questions. When preparing the responses, cite Core Values, Land Use and Design Principles, and Tools from the General Plan. Additional information pertaining to the request may also be included, as appropriate.

1.	Does the proposed amendment encourage concentration of development intensity in cores?	
2.	How many potential jobs would be created or lost by approving and implementing the proposed amendment?	
3.	How many potential housing units would be created or lost by approving and implementing the proposed amendment?	
4.	Is there a need for the proposed use(s) or density(ies) in the requested location? Explain.	
5.	What impact would the proposed amendment have on adjacent or nearby land?	
	a.	Impact on developed land
	b.	Impact on vacant land
6.	How will the proposed amendment affect traffic generation and the transportation system?	
7.	Will the proposed amendment create additional need for recreation and open space facilities? If so, how will the additional need be met?	
8.	Community Benefits: How does the request address the community's unique opportunities and challenges related to prosperity, health and the environment? See pages 18-26 in the Phoenix General Plan.	
9.	How will the proposed amendment affect the character and image of the adjacent area, neighborhood, and village?	
10.	Additional comments as appropriate.	

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Sample – Notification Letter

[DATE]

Dear ***Property Owner*** or ***Neighborhood Association President***:

The purpose of this letter is to inform you that _____ has filed a ***General Plan Amendment*** for a ***[XX]*** acre site located _____, Case number GPA-_____. Please be advised that the following meetings and hearings are tentatively scheduled to review this case:

Village Planning Committee Meeting:	***Name of Committee***	_____
	Location of Meeting	_____
	Date and Time	_____
Planning Commission Hearing:	***Location***	_____
	Date and Time	_____
2nd Planning Commission Hearing: **(For Major Amendments Only)**	***Location***	_____
	Date and Time	_____
City Council Hearing:	***Location***	_____
	Date and Time	_____

You are welcome to attend these meetings to learn about the case and make your opinions known. Please confirm the meeting details with the City of Phoenix Planning and Development Department before attending as they are subject to change. Hearing information may also be found on signs posted on the site and in the Record Reporter. You may also make your feelings known on this case by writing to the Planning and Development Department, Long Range Planning Section, at 200 West Washington, 3rd Floor, Phoenix, Arizona 85003 and referencing the case number. Your letter will be made part of the case file.

The ***[INSERT NAME]*** Village Planning Committee will forward a recommendation to the Planning Commission and City Council after considering testimony from affected parties and reviewing the staff report prepared by the Planning and Development Department. The village planner who will staff this meeting is ***[NAME]*** and can be reached at ***[PHONE NUMBER]*** or ***[EMAIL ADDRESS]***. This planner can answer your questions regarding the village review and city hearing processes as well as the staff position once their report is complete. You are also urged to contact me or one of my staff at ***[APPLICANT'S PHONE NUMBER]*** or ***[EMAIL ADDRESS]*** to learn more about the case and to express your concerns.

Attached is a copy of the cover page of our application. The following describes our request:

Proposed change: *GPA change, specific proposal details, and if you plan to file a subsequent rezoning application, describe what you plan to file*.

Existing use: *Describe what is on the site today and how it is designated on the General Plan and zoned.*

In approving a General Plan request, the City Council cannot adopt any stipulations regarding the type of use, its size, height, setbacks or other design features. Those stipulations can only be addressed through a rezoning case.

Again, I would be happy to answer any questions or hear any concerns that you may have regarding this proposal. You may reach me at [***PHONE NUMBER]*** or ***[EMAIL ADDRESS]*** or by fax at ***[FAX NUMBER]***.

Sincerely,

[DEVELOPER OR REPRESENTATIVE'S NAME]

Attachment(s)

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Sample – Affidavit of Notification

For additional information, please call the Planning and Development Department, Long Range Planning Section, at (602) 262-6882.

Application No.: _____

Applicant Name: _____

Location: _____

I confirm that notice as required for the case noted above has been completed in accordance with Section 506.B.7 of the Zoning Ordinance.

_____ _____
Applicant/Representative Signature Date

STATE OF ARIZONA
County of Maricopa

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____. In witness whereof I hereunto set my hand and official seal.

_____
Notary Public

My commission expires _____

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Site Posting Requirements

Below are the requirements for posting of General Plan amendment cases. For additional information, please call the Planning and Development Department, Long Range Planning Section, at (602) 262-6882.

In order to assist in providing adequate notice to interested parties, the applicant for General Plan amendment hearings in the City of Phoenix shall erect, not less than 15 calendar days prior to the date of the first Village Planning Committee meeting, a single sign giving notice of the date, time and place of the tentatively scheduled hearings. The sign shall also include the nature of the request as contained on the formal General Plan amendment application. The size and format of this sign shall be as described by the Planning and Development Department. Such notice shall be clearly legible, double-sided, and placed at a prominent location on the site, perpendicular to the street, generally adjacent to the public right-of-way, unless otherwise directed.

It shall be the **responsibility of the applicant** to erect and maintain the sign on the subject property and to maintain the hearing information on the sign until the final disposition of the case. It is **also the applicant's responsibility** to post any continuance dates a minimum of **7 days** prior to the continued date and update the additional hearing dates following the continuance (provide affidavit – see Page 20). This responsibility includes removal of the sign after final City Council action on the case.

After the sign has been posted the applicant or their representative must submit an affidavit of posting and a photograph of the site posting.

Site posting specifications and instructions are continued on the next page.

8’ 0”

4’ 0”

GENERAL PLAN HEARING

GPA Case No:

Request Change From: **To**:
Acreage:
Location:
Proposal:

GRAPHICS
(If needed)

VILLAGE PLANNING COMMITTEE Village Name	PLANNING COMMISSION	CITY COUNCIL
LOCATION	City of Phoenix Council Chambers 200 West Jefferson Street Phoenix, AZ 85003	City of Phoenix Council Chambers 200 West Jefferson Street Phoenix, AZ 85003

PLEASE CALL TO CONFIRM INFORMATION / POR FAVOR LLAME PARA CONFIRMAR LA INFORMACIÓN (602) 262-7131 #6
FURTHER INFORMATION AVAILABLE AT: https://www.phoenix.gov/pddsite/pages/my-community-map.aspx
or at Phoenix City Hall, 200 West Washington Street, 2nd Floor - Zoning Counter, Phoenix, Arizona 85003
PLEASE CALL XXX-XXX-XXXX FOR SIGN REMOVAL

SITE POSTING SPECIFICATIONS

1. 4 feet X 8 feet in size.
2. Each sign shall be mounted to two posts. Sign shall be attached to posts using at least six 2-inch long corrosion resistant screws. Signs may be attached to the face of the posts or installed into grooves cut into the posts; either construction method requires six screws per sheet of plywood or MDF (medium density fiberboard).
3. Laminated 5-ply plywood or MDF.
4. Front, back, and all edges painted with two coats of white exterior acrylic enamel.
5. Black lettering may be vinyl or black paint sized proportionally with reference to characters on sign template drawing supplied with order.
6. The following shall be printed large enough to be visible from a distance of 100 feet:
   - The word “ZONING”
   - Existing zoning district
   - Proposed zoning district
   - Date and time of the meetings/hearings
7. Signs attached to two 4-inch x 4-inch x 8-foot wood posts placed at least 18 inches, but not more than 24 inches into the ground.
8. Sign to be placed perpendicular to the street unless directed otherwise at time of order.
9. Signs must utilize the above template.

SITE POSTING INSTRUCTIONS

1. Post site at least 15 calendar days prior to date of first public meeting or hearing. Post any continued dates at least seven calendar days prior to the next public meeting or hearing. Remove sign within seven calendar days of City Council action.
2. You may use the sign vendor of your choice.
3. TWO WEEKS PRIOR TO HEARING, send to the City of Phoenix Planning and Development Department -
   a) Notarized affidavit of posting (see Page 29)
   b) Photo of sign posted on site with all sign text legible

ADD THE FOLLOWING TO THE BOTTOM OF THE SIGN:

Further information available at: https://www.phoenix.gov/pddsite/pages/my-community-map.aspx

Back

Sample – Notarized Affidavit of Posting

This form is used to ensure compliance with the posting requirements for General Plan Amendment applications. For additional information, please call the Planning and Development Department, Long Range Planning Section, at (602) 262-6882.

Application No.: _____

Applicant Name: _____

Location: _____

In order to assist in providing adequate notice to interested parties, the **applicant** for general plan amendment hearings in the City of Phoenix shall erect, not less than 15 calendar days prior to the date of the Village Planning Committee meeting, a single sign giving notice of the date, time, and place of the tentatively scheduled hearings. The sign shall also include the nature of the request as contained on the formal application. The size and format of this sign shall be as described by the Planning and Development Department. Such notice shall be clearly legible and placed at a prominent location on the site, generally adjacent and perpendicular to the public right-of-way. **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until after City Council action on the case. It shall also be the responsibility of the applicant to remove the sign after final disposition of the case.**

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting has also been submitted.

_____ _____

Applicant/Representative Signature Date

STATE OF ARIZONA
County of Maricopa }

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____. In witness whereof I hereunto set my hand and official seal.

_____

Notary Public

My commission expires _____

Return completed notarized affidavit and picture to the Planning and Development Department **at least 15 days prior to the Village Planning Committee meeting.**

Back

Sample – Notarized Affidavit of Posting (Continued Cases)

This form is used to ensure compliance with the posting requirements for General Plan Amendment applications. For additional information, please call the Planning and Development Department, Long Range Planning Section, at (602) 262-6882.

Application No.: _____

Applicant Name: _____

Location: _____

The applicant for a rezoning hearing in the city of Phoenix shall update signage a minimum of seven calendar days prior to the continuance date.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting has also been submitted.

_____ _____
Applicant/Representative Signature Date

STATE OF ARIZONA }
County of Maricopa }

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____. In witness whereof I hereunto set my hand and official seal.

_____
Notary Public

My commission expires _____

Return completed notarized affidavit and picture to the Planning and Development Department **at least three days prior to the continued hearing/meeting date.**

Back

Sample – Notarized Affidavit of Sign Removal

This form is used to ensure compliance with the posting requirements for General Plan Amendment applications. For additional information, please call the Planning and Development Department, Long Range Planning Section, at (602) 262-6882.

Application No.: _____

Applicant Name: _____

Location: _____

The applicant for a rezoning hearing in the city of Phoenix shall remove signage within seven days of Council Action.

I confirm that the posting signs, as required above, have been removed.

_____ _____

Applicant/Representative Signature Date

STATE OF ARIZONA
County of Maricopa }

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____. In witness whereof I hereunto set my hand and official seal.

_____

Notary Public

My commission expires _____

Return completed notarized affidavit to the Planning and Development Department.

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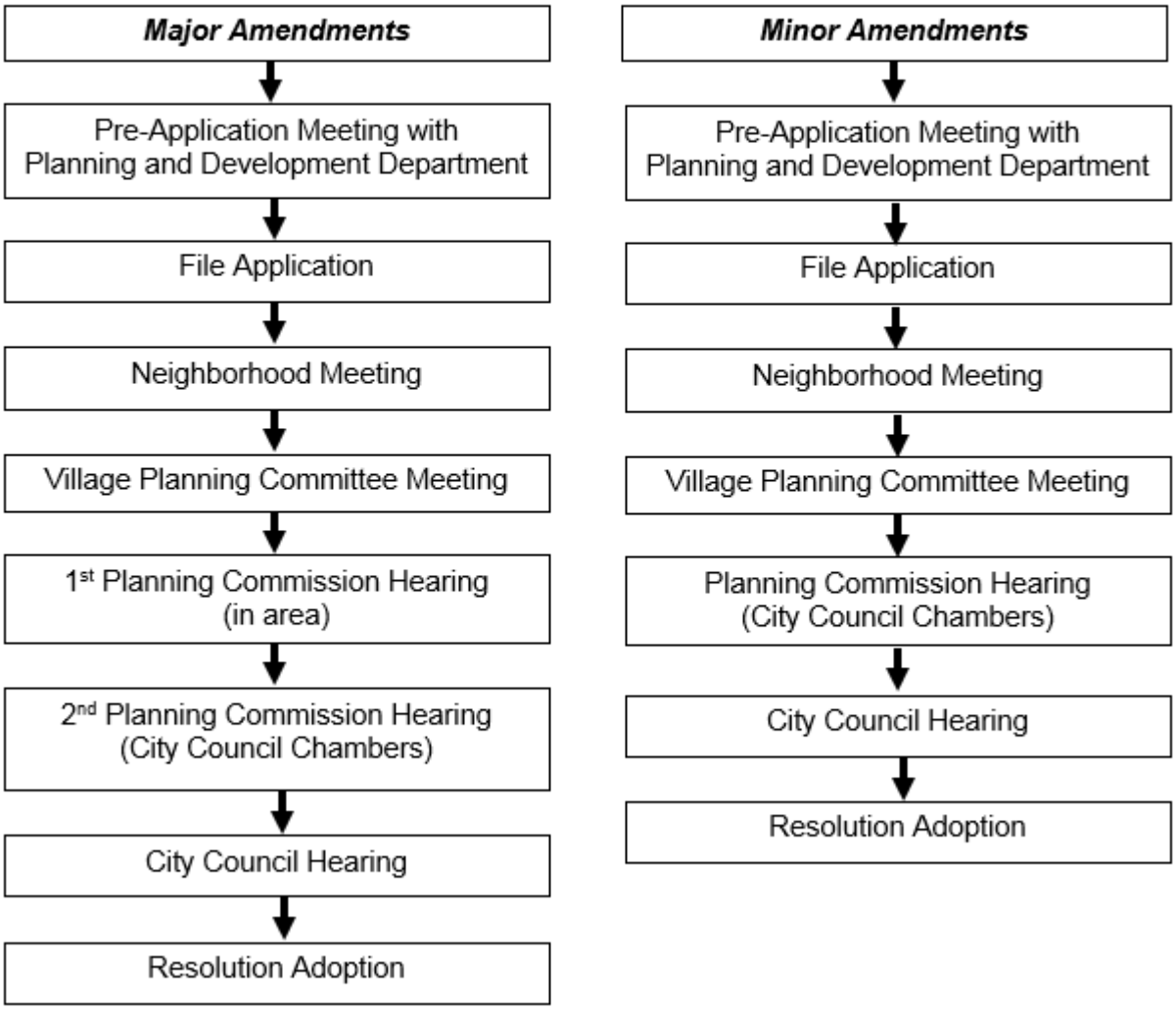
Hearing Process Flowchart

For additional information, please call the Planning and Development Department, Long Range Planning Section, at (602) 262-6882.

General Plan Amendments



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VILLAGE PLANNING COMMITTEE DATES 2021												
VILLAGE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Ahwatukee Foothills	25	22	22	26	24	28	26	23	27	25	***15****	***6****
Alhambra	26	23	23	27	25	22	27	24	28	26	***16****	***14****
Camelback East	5	2	2	6	4	1	6	3	7	5	2	7
Central City	11	8	8	12	10	14	12	9	13	11	8	13
Deer Valley	14	11	11	8	13	10	8	12	9	14	***18****	9
Desert View	5	2	2	6	4	1	***13****	3	***14****	5	2	7
Encanto	***11****	1	1	5	3	7	***12****	2	***13****	4	1	6
Estrella	19	16	16	20	18	15	20	17	21	19	16	21
Laveen	11	8	***15****	12	10	14	12	9	13	11	8	13
Maryvale	13	10	10	14	12	9	14	11	8	13	10	8
North Gateway	14	11	11	8	13	10	8	12	9	14	***4****	9
North Mountain	20	17	17	21	19	16	21	18	15	20	17	15
Paradise Valley	4	1	1	5	3	7	***12****	2	***8/31****	4	1	6
Rio Vista	12	9	9	13	11	8	13	10	14	12	9	14
South Mountain	12	9	9	13	11	8	13	10	14	12	9	14

BOLD ITALICS = Deviates from regular schedule

******Per the most recent social distancing guidelines, no residents will be allowed to attend meetings in-person. Until further notice, all meetings will take place electronically, via a video conferencing platform. Please see the PUBLIC MEETING NOTICES page for details on how to access the meeting.******

Ahwatukee Foothills
Meets the 4th Monday at **6:00 pm**
Pecos Park Community Center, 17010 S. 48th Street
Enrique Bojorquez-Gaxiola (602) 262-6949
enrique.bojorquez-gaxiola@phoenix.gov

Alhambra
Meets the 4th Tuesday at **6:00 pm**
Washington Activity Center, 2240 W. Citrus Way
Nick Klimek (602) 534-7696
nick.klimek@phoenix.gov

Camelback East
Meets the 1st Tuesday at **6:00 pm**
Devonshire Community Center, Auditorium
2802 E. Devonshire Avenue
(1 block north of Indian School Rd)
Sofia Mastikhina (602) 256-5648
sofia.mastikhina@phoenix.gov

Central City
Meets the 2nd Monday at **6:00 pm**
Emerson Court, Phoenix Elementary School District
1817 N. 7th Street
(southeast corner of 7th St and Palm Lane)
Sarah Stockham (602) 261-8701
sarah.stockham@phoenix.gov

Deer Valley
Meets the 2nd Thursday at **6:00 pm**
Deer Valley Community Center, Multi-Purpose Room
2001 W. Wahalla Lane
David Simmons (602) 262-4072
david.simmons@phoenix.gov

Desert View
Meets the 1st Tuesday at **6:30 pm**
Paradise Valley Community Center, Multi-purpose Room
17402 N. 40th Street
Kristi Trisko (602) 534-9938
kristi.trisko@phoenix.gov

Encanto
Meets the 1st Monday at **6:15 pm**
Phoenix College, WILLO Room, 3310 N. 10th Avenue
Nick Klimek (602) 534-7696
nick.klimek@phoenix.gov

Estrella	Meets the 3rd Tuesday at **6:00 pm** City of Phoenix Employee Driver Training Academy 3535 S. 35th Avenue	**Enrique Bojorquez-Gaxiola** (602) 262-6949 enrique.bojorquez-gaxiola@phoenix.gov
Laveen	Meets the 2nd Monday at **6:30 pm** Laveen Education Center, 5001 W. Dobbins Road, Building B, Room 101	**Sofia Mastikhina** (602) 256-5648 sofia.mastikhina@phoenix.gov
Maryvale	Meets the 2nd Wednesday at **6:00 pm** Desert West Community Center, Room 3 6501 W. Virginia Avenue	**Sarah Stockham** (602) 261-8701 sarah.stockham@phoenix.gov
North Gateway	Meets the 2nd Thursday at **6:00 pm** Goelet A. Beuf Community Center, North Multi-Purpose Room, 3435 W. Pinnacle Peak Road	**Kristi Trisko** (602) 534-9938 kristi.trisko@phoenix.gov
North Mountain	Meets the 3rd Wednesday at **6:00 pm** Cowden Center, 9202 N. 2nd Street (Northwest corner 2nd Street & Mission Lane)	**Nick Klimek** (602) 534-7696 nick.klimek@phoenix.gov
Paradise Valley	Meets the 1st Monday at **6:00 pm** Paradise Valley Community Center, Multi-Purpose Room, 17402 N. 40th Street	**David Simmons** (602) 262-4072 david.simmons@phoenix.gov
Rio Vista	Meets the 2nd Tuesday at **6:00 pm** Goelet A. Beuf Community Center, Conference Room 2, 3435 W. Pinnacle Peak Road	**Samantha Keating** (602) 262-6823 samantha.keating@phoenix.gov
South Mountain	Meets the 2nd Tuesday at **6:00 pm** South Mountain Community College Library, Rooms L162 & L163, 7050 S. 24th Street	**Enrique Bojorquez-Gaxiola** (602) 262-6949 enrique.bojorquez-gaxiola@phoenix.gov

******PLEASE CONSULT THE PUBLIC MEETING NOTICES PAGE FOR AN AGENDA TO CONFIRM THAT THE MEETING WILL OCCUR******

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2021 REZONING HEARING SCHEDULE

PLANNING COMMISSION HEARING (1st Thursdays except noted below)	CITY COUNCIL ORDINANCE ADOPTION FOR NON-APPEALED CASES 2:30 p.m. Formal Meeting (1st Wednesday except noted below)	CITY COUNCIL HEARING & ORDINANCE ADOPTION FOR APPEALED CASES 2:30 p.m. Formal Meeting – Last items on the agenda (1st Wednesday except noted below)
12/3/2020	1/6/2021	1/6/2021
1/7/2021	2/3/2021	2/3/2021
2/4/2021	3/3/2021	3/3/2021
3/4/2021	4/7/2021	4/7/2021
4/1/2021	5/5/2021	5/5/2021
5/6/2021	6/2/2021	6/2/2021
6/3/2021	7/1/2021 (1st Thursday/*10:00 a.m.)	7/1/2021 (1st Thursday/*10:00 a.m.)
8/5/2021	9/1/2021	9/1/2021
9/2/2021	10/6/2021	10/6/2021
10/7/2021	11/3/2021	11/3/2021
11/4/2021	12/1/2021	12/1/2021
12/2/2021	1/5/2022	1/5/2022

NOTE: Additional hearings will be scheduled if deemed necessary by the Planning and Development Director. Only appealed City Council Hearing dates, not Ordinance adoption dates, need to be advertised with notification letters and sign posting. CC Public Hearings begin at 2:30 p.m. and will be placed as the last items on the CC Formal agenda.

HOLIDAYS

New Year's Day	January 1
Martin Luther King Jr. Day	January 18
President's Day	February 15
Ash Wednesday	February 17
Cesar Chavez	March 31
Passover	Sunset of March 28 through nightfall of April 4
Memorial Day	May 31
Independence Day	July 4 (Observed July 5)
Labor Day	September 6
Rosh Hashanah	September 7
Yom Kippur	September 16
Veteran's Day	November 11
Thanksgiving Day	November 25
Hanukkah (Chanukah)	November 29 through December 6
Christmas	December 25

EXHIBIT L

REINVENTPHX

Transit Oriented Development Strategic Policy Framework



2018

City of Phoenix

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RESOLUTION 21126

A RESOLUTION ADOPTING AN AMENDMENT TO THE 2001 GENERAL PLAN FOR PHOENIX, APPLICATION GPA-1-09, CHANGING THE LAND USE ELEMENT TO IMPROVE GOAL 7, TRANSIT ORIENTED DEVELOPMENT (TOD); AND PROVIDE AN ENHANCED POLICY FRAMEWORK TO GUIDE DISTRICT PLANNING PROCESSES AND LAND USE DECISIONS ALONG EXISTING AND PLANNED LIGHT RAIL CORRIDORS AS DESCRIBED HEREIN.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The 2001 Phoenix General Plan which was adopted by Resolution No. 19731, is hereby amended by adopting GPA-1-09 to improve Goal 7, Transit Oriented Development (TOD), within the Land Use Element to provide an enhanced policy framework to guide district planning processes and land use decisions along existing and planned light rail corridors, and to improve competitiveness for federal transit funding as approved by City Council on April 3, 2013, and that the Planning and Development Director is instructed to modify The 2001 Phoenix General Plan to reflect this change as shown in Exhibit A.

PASSED by the Council of the City of Phoenix this 3rd day of April, 2013.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

Acting City Attorney

REVIEWED BY:

City Manager

MLW:tml: 1039981v1 (CM #73) (Item #87) 4/3/13

Attachments:

A: GPA-1-09 Text Amendment Changes
B: Phoenix TOD Strategic Policy Framework

RESOLUTION 21424

A RESOLUTION ADOPTING AN AMENDMENT TO THE GENERAL PLAN FOR PHOENIX, APPLICATION GPA-CE-CC-SM-1-15-6-7-8, TO UPDATE THE TRANSIT-ORIENTED DEVELOPMENT STRATEGIC POLICY FRAMEWORK WITH PLACE TYPES FOR THE 50TH STREET STATION AND THE SOUTH CENTRAL AVENUE LIGHT RAIL EXTENSION.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The 2015 Phoenix General Plan, which was adopted by Resolution 21307, is hereby amended by adopting GPA-CE-CC-SM-1-15-6-7-8 for the Transit-Oriented Development Strategic Policy Framework Plan to assign place types to help guide policy for land use decisions and investments along the South Central Avenue light rail extension and at the 50th Street Station.

SECTION 2. The Planning and Development Director is instructed to modify The 2015 Phoenix General Plan by replacing the existing Transit-Oriented Development Strategic Policy Framework with Exhibit A.

PASSED by the Council of the City of Phoenix this 20th day of April, 2016.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

Acting City Attorney

REVIEWED BY:

City Manager

PL:tml:1226902v1:(CM#46) (Item #80) – 4/20/16

Attachment:

A: Reinvent PHX Transit Oriented Development Strategic Framework Policy Plan

RESOLUTION 21623

A RESOLUTION ADOPTING AN AMENDMENT TO THE 2015 GENERAL PLAN FOR PHOENIX, APPLICATION GPA-3-17 TO UPDATE CENTERS.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The 2015 Phoenix General Plan, which was adopted by Resolution 21307, is hereby amended by adopting GPA-3-17 to update the ReinventPHX Transit Oriented Development Strategic Policy Framework by modifying center designations for a few station areas within the light rail corridor as shown in Exhibit 1.

SECTION 2. The Planning and Development Director is instructed to modify the 2015 Phoenix General Plan to reflect this change as shown in Exhibit 1.

PASSED by the Council of the City of Phoenix this 4th day of April, 2018.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

Acting City Attorney pml

REVIEWED BY:

City Manager

PL:tml:LF18-0332:Item 95:04/04/18:2027781v1

ACKNOWLEDGEMENTS

Mayor

Greg Stanton

City Council

Thelda Williams

Jim Waring

Debra Stark

Laura Pastor

Daniel Valenzuela

Sal DiCiccio

Michael Nowakowski

Kate Gallego

Planning Commission

Andrea Katsenses

Justin Johnson

John Glenn

Karen Heck

John Montalvo

Roberta “Sissie” Shank

William (Bill) Whitaker

Rebecca Wininger

Project Team

Alan Stephenson, Planning & Development Director

Joshua Bednarek, Planning & Development Deputy Director

Samantha Keating, Principal Planner Long Range Planning Team

Joél Carrasco, Planner III Long Range Planning Team

Katherine Coles, Planner III Long Range Planning Team

Jodi Strohmayer, Planner II Long Range Planning Team

Village Planning Committees

Alhambra Village Planning Committee

Central City Village Planning Committee

Encanto Village Planning Committee

Estrella Village Planning Committee

Maryvale Village Planning Committee

North Mountain Village Planning Committee

South Mountain Village Planning Committee

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Phoenix Metro Light Rail

The Opportunity for Phoenix

A. Overview

Transit Oriented Development (TOD) is broadly defined as compact, pedestrian-scaled, mixed use development located within a short walk of high capacity transit stations. The intent of TOD is to make walking, bicycling and using transit convenient, safe and enjoyable for daily life.

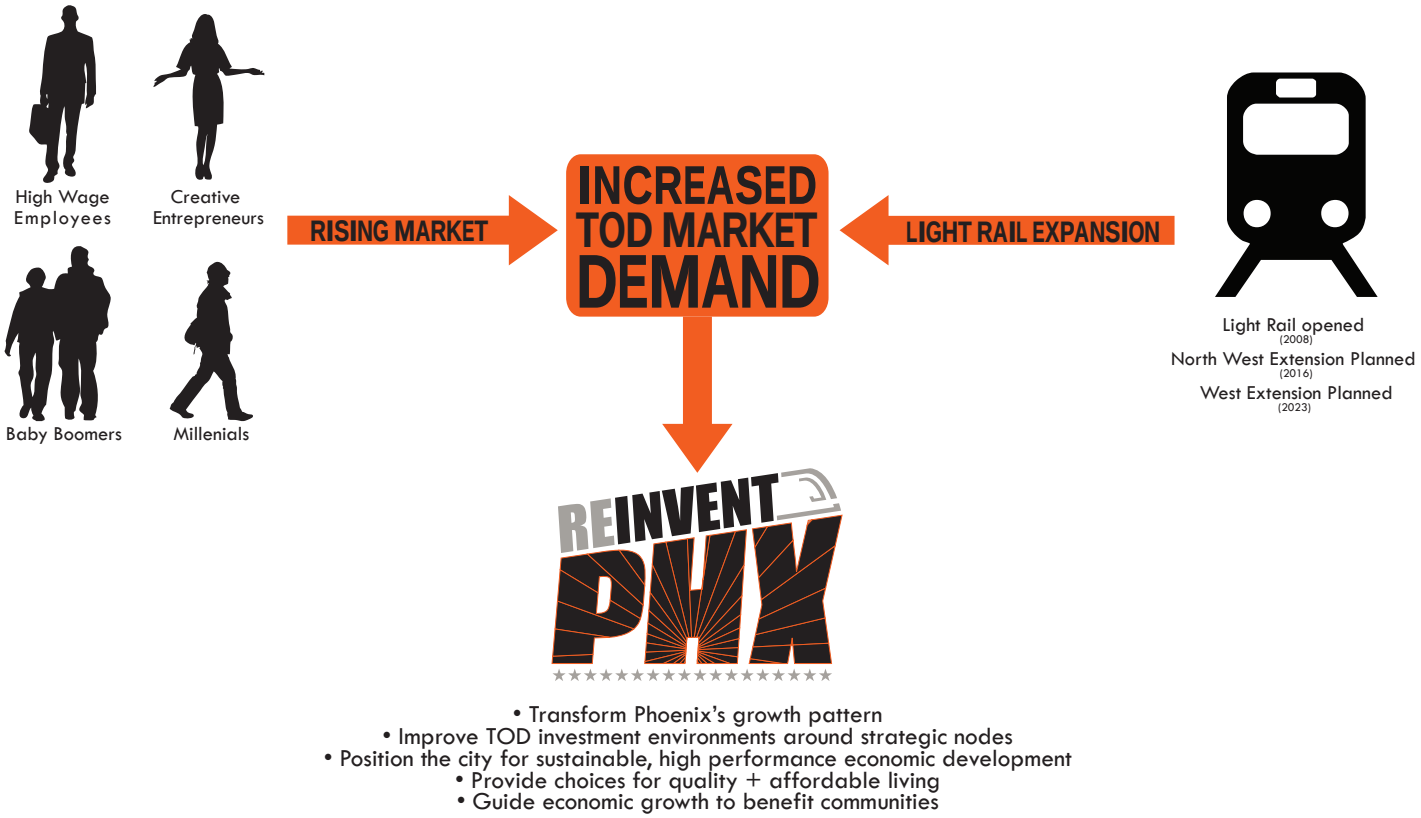
The national TOD real estate market strengthened over the past decade and demographic trends point to a significant growth in demand in the coming years. Local governments across the country are responding to shifting lifestyle preferences by strategically building infrastructure and adopting supportive policies designed to promote sustainable economic development and improve quality of life indicators.

Fixed-route transit systems, such as light rail, create attractive development conditions by providing investors lower risk and greater certainty of stable, long-term ridership. Metro, the largest single light rail construction project in the nation's history, was completed in 2008. Metro has outperformed expectations, achieving 20-year ridership targets in its first 4 years of operation. Plans to expand the system by 37 miles over the next 20 years include 25 miles of extensions within the city of Phoenix.

Metro provides a strong infrastructure foundation for TOD; however, transit alone is not sufficient to catalyze the transformation of low vitality areas into thriving TOD districts. Strategically located investments such as sidewalk and bicycle improvements, utility upgrades, shade trees, open spaces, workforce housing, shared parking facilities and high frequency bus connections are necessary to boost market opportunity to levels feasible for TOD construction and business expansion.

Supportive land use policies are also essential for creating an environment attractive to TOD investors. Clear, "by-right" zoning codes create shorter and more predictable construction time lines that are often needed to secure financing and keep costs manageable in complex infill areas. Consistently implemented form-based standards can help win lasting support from residents and reduce the risk of investment devaluation from low quality or incompatible development.

The combination of light rail expansion and rising market demand presents an extraordinary opportunity to add walkable mixed use neighborhoods to the city's amenity portfolio and reinvent Phoenix's urban form with an efficient, high performance growth pattern. The policy framework in this document is intended to improve the investment environment around key nodes in the Phoenix transit network and guide sustainable urban development to benefit all residents.



B. Market

Demographics are driving a national shift in housing preferences. Over half of the United States population is now within two age cohorts: the "Baby boomers" (born between 1946-1964) and the "Millennials" (born between 1977-1994)[1]. A significant number of buyers and renters in these two segments will be looking for housing in the coming years, with major implications for cities.

Seniors

As children move out and more Baby Boomer households transition to fixed incomes, a portion of this generation will be looking for smaller homes in locations that require shorter and less frequent driving trips. TOD districts will serve these preferences by providing housing choices with a lower maintenance burden and convenient access to services, healthcare providers and cultural amenities.

Young Professionals

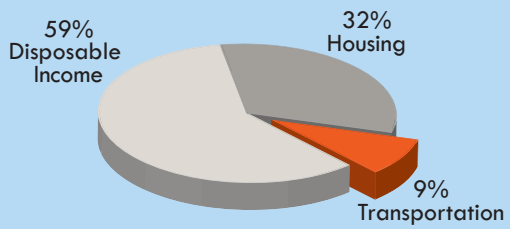
Market research has indicated that Millennials are opting to live in walkable urban areas in much greater numbers than previous generations[2]. They are also driving less and having fewer children compared to their parents[3]. Demand for smaller units in active mixed-use centers from young adults will further increase TOD demand.

Real Estate Impact

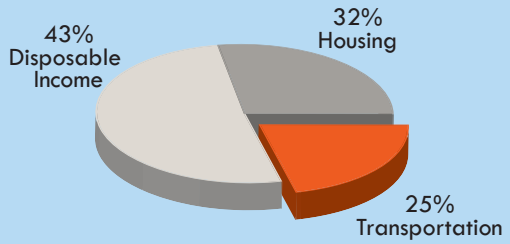
The simultaneous convergence of these two very large demographic segments on the real estate market is a historic occurrence that will have a significant impact on urban development patterns across the United States. In 2011, the oldest Baby Boomers began turning 65, beginning a wave that will continue steadily through 2030. This two decade-long event will equate to an average of 10,000 people turning 65 – about the size of Sedona – every day for 19 years[4]. During the same period, the Millennial generation will be looking for their first place to buy or rent in even larger numbers. This unprecedented influx in demand for walkable, mixed use urban living will create opportunities for building both housing and commercial space. Cities that provide the right conditions for seizing this historic economic opportunity will be well positioned to receive substantial investment capital in the coming decades and better prepared to maximize community benefits by proactively guiding its deployment.

Housing + Transportation Costs:

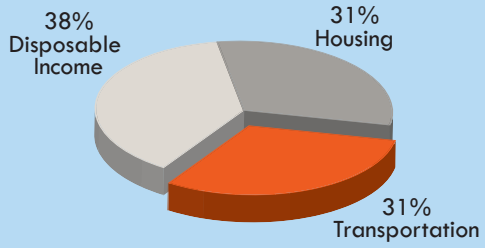
TOD Districts - U.S.



Peripheral Suburbs - U.S.



Moderate Income Family - Phoenix Region



Source: Center for Neighborhood Technology, Center for Housing Policy, US Census

A 2012 analysis of Census data jointly published by the Center for Neighborhood Technology and Center for Housing Policy revealed that families in the Phoenix metropolitan area spend $1,011 per month on transportation, equaling housing ($1,012) as the largest household expenditure. For the region's average moderate income family (earning between 50 and 100 percent of area median), housing and transportation consumes 62 percent of the monthly budget. Between 2000 and 2010, combined housing and transportation expenses rose 33% -- twice the rate of increase in the metro area's median income. The study ranks the Phoenix region 7th highest among the 25 largest U.S. metro areas in the combined cost of housing and transportation.



Phoenix Metro Station

C. Community Benefits

Well planned TOD improves a city's quality of life. Smart decisions provide cost savings for both residents and government, stronger neighborhoods, improved health and new business opportunities.

Cost of Living

Cities with dispersed patterns of housing, jobs, schools and other day-to-day services require most households to own one or more cars. Choices are limited for residents who prefer living in more efficient areas that necessitate less driving, or even reasonable options to live car-free. For low and moderate income families, the quality of life impacts of transportation costs can be severe. Paying for transportation is often a struggle that requires either cutting back on necessities, or turning to public assistance. In well planned TOD districts, research has documented that transportation consumes only 9 percent of the average household budget, compared to 25 percent in automobile-dependent areas[5].

Cost of Government

On a per capita basis, compact development requires fewer roads, utility lines, parks, police stations and other infrastructure compared to dispersed, low density



Farmers Market Downtown Phoenix

patterns. When focused near transit stations, dense, walkable neighborhoods also increase public transit fare recovery. These efficiencies provide savings to taxpayers by lowering the long term operating and maintenance costs of government facilities and services.

Social Connectivity

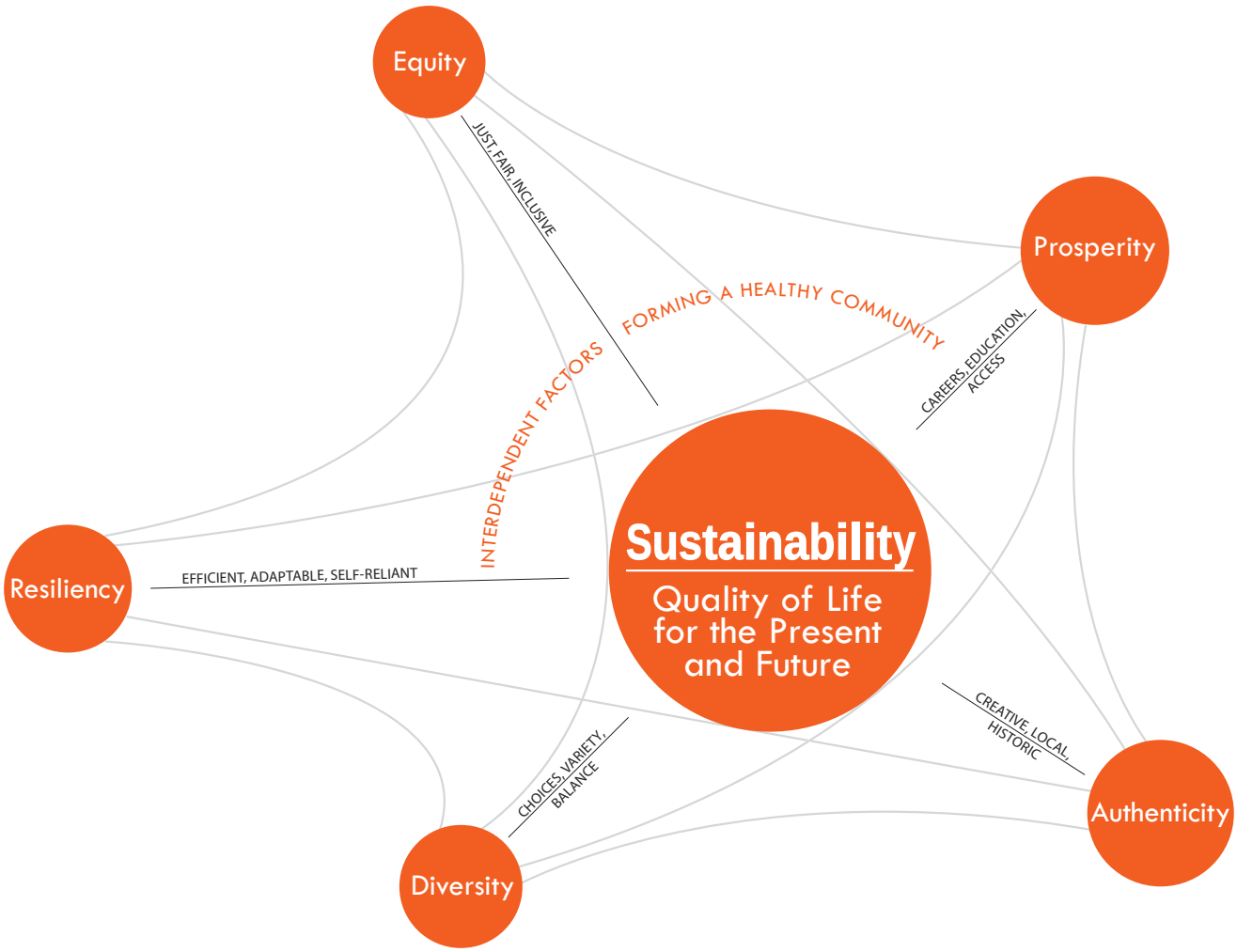
The community's capacity to collectively solve problems is strengthened when cohesive neighborhood linkages are formed. Pedestrian-scaled buildings and walkable streets facilitate greater interaction and communication among residents. Mixed use centers can also enhance business networking and knowledge-sharing. High wage employers are attracted to areas where they can tap into pools of educated workers and often form clusters of synergetic industry ecosystems.

Public Health

Well planned TOD districts improve access to the amenities needed to live healthy, active lifestyles. Compact, mixed use development can reduce distances between housing, parks and grocery stores and improve connectivity for multiple surrounding neighborhoods when clustered near transit. Increasing the accessibility of these essential land uses provide residents more opportunities to exercise and eat nutritious foods, particularly for those who cannot drive or who have trouble affording a car. Designing buildings to line sidewalks and open spaces with windows, patios and storefronts helps deter crime through enhanced community surveillance and activation of public spaces. Narrowing streets calms traffic and allows additional space for bicycle lanes, shade trees, street parking, wide sidewalks and other features that improve safety. TOD integrates these factors to make healthy living easier and safer for all residents.

Business Formation

TOD can revitalize areas by expanding the customer base for existing businesses and creating new markets for growth. Creative entrepreneurs often form businesses in walkable urban locations in order to leverage arts and cultural destinations, adaptively reuse old buildings, interact with other creatives and to work closer to where they prefer to live. High wage companies that must compete for top talent often consider locating in places with urban living amenities as a strategy to attract skilled employees.



D. Sustainability Integration

The economic, social and physical health of the community is intimately linked to the surrounding natural and built environment. The City of Phoenix uses a holistic and multidisciplinary approach to urban planning by guiding the integration of economic, social and environmental systems to meet the needs of the present generation without compromising the ability of future generations to meet their own needs. Five interrelated and interdependent factors will permeate planning and decision making processes to help ensure sustainability.

Equity

People of all ages, income levels, races, ethnicities and abilities should have fair access to the benefits provided by the community's investment in light rail and civic amenities like parks, libraries and cultural facilities. The cost of living and health impacts of urban development disproportionately affect middle and lower income families. Improving these conditions increase residents' ability to save, invest in education, improve their homes, use fewer public assistance resources and participate more fully in the local economy. Equitable communities enhance the quality of life for everyone.

Diversity

TOD districts should have a rich mix of housing, businesses, building ages and transportation choices. Day-to-day retail, such as day-care services and grocery stores, are needed along with interesting boutiques and cafes. Streets should be retrofitted to add safe, convenient and comfortable walking and bicycling options. A variety of housing types for both singles and families should be supplied at a range of prices that enable continued residency in the district throughout changes in one's income, family size or physical ability.

Authenticity

A sense of place is a unique characteristic that contributes to an area's vitality. The unique and authentic character of each TOD district should be recognized and respected. Historic preservation, locally owned businesses, innovative adaptive building reuse, distinctive



Civic Space Park Downtown Phoenix

open spaces, neighborhood block parties, block parties, festivals and public art create a sense of place. The city benefits from businesses owned by people who live in the community, as a greater share of revenue is retained within the local economy. Tourists are attracted to interesting destinations that are not available at home. Neighborhoods are strengthened when residents take pride and identify themselves with the places in which they live.

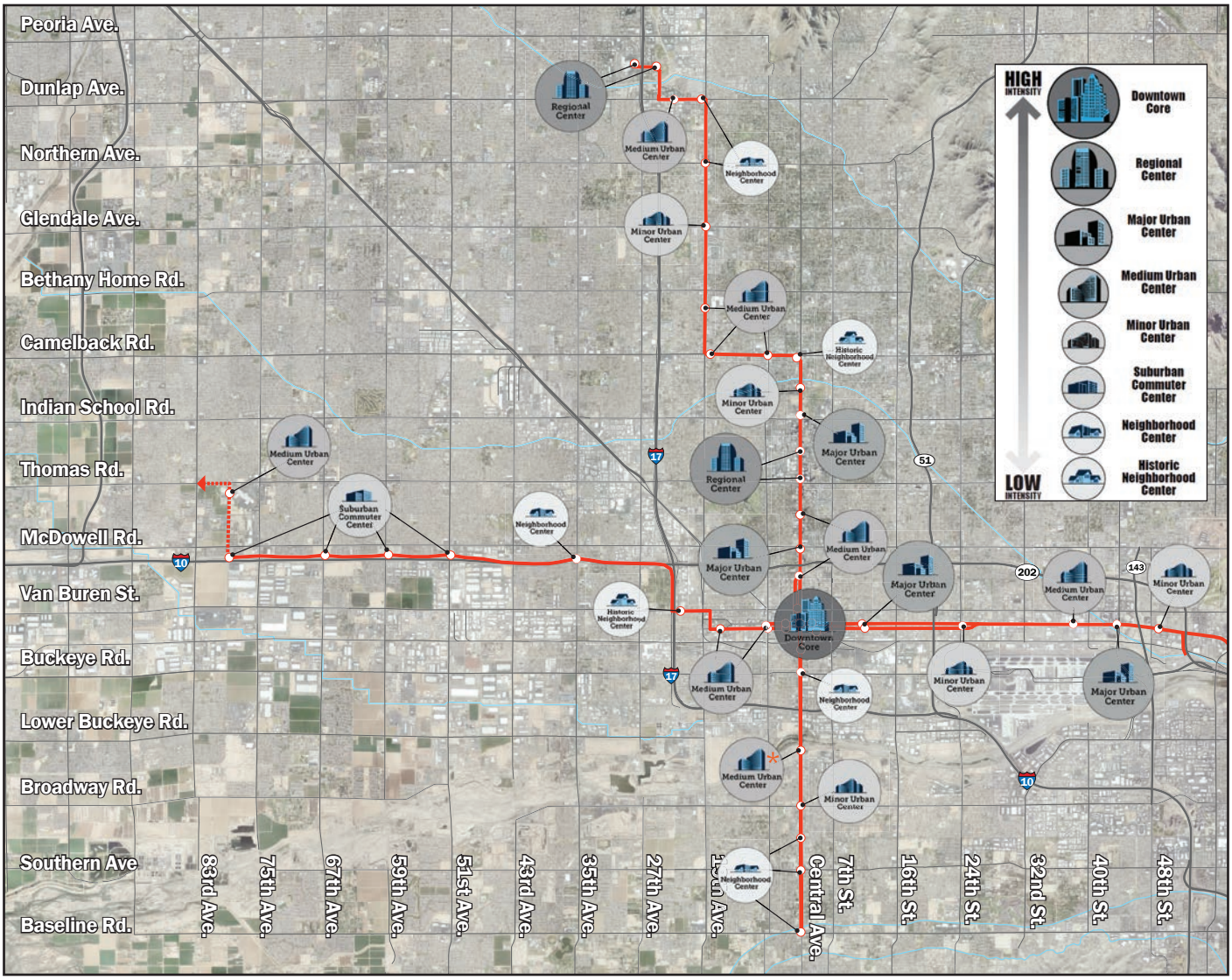
Prosperity

Economic vitality should be continuously pursued in TOD districts. Incentives for high quality employers, improvements to neighborhood schools and other fundamental elements for building wealth and providing fair access to opportunity should be supported. Existing assets such as anchor institutions, entrepreneurial incubators, job training programs and community support services should be strategically leveraged and cultivated to encourage growth and provide pathways to fulfilling careers.

Resiliency

TOD districts should be designed to maximize resource efficiency and self-reliance in order to improve the community's ability to adapt to rising temperatures and prices. Mixed use development and enhanced walkability reduce dependence on fossil fuels. Green construction techniques and solar power help lower utility bills. Planting trees, constructing lush open spaces and using heat-resisting building materials mitigate rising outdoor temperatures. A Green Infrastructure approach to stormwater management improves irrigation efficiency and lessens pollutants. Community gardens and farmers markets increase the availability of locally grown food. These and other methods for reducing the community's vulnerability to climate change should be encouraged.

TOD Typology Map



*SEE AUDUBON CENTER STATION PROFILE SHEET AND APPENDIX H FOR ADDITIONAL POLICIES

E. Place Types

Proactive planning is essential for ensuring that economic growth benefits the community and advances urban sustainability. The first step in the TOD planning process is the establishment of a city-wide framework to improve the linkage between land use and transportation.

Planning typologies help describe urban environments by categorizing related characteristics. Defining these basic classifications, called Place Types, helps avoid a "one-size-fits-all" planning approach by creating a contextual, system wide urban form framework.

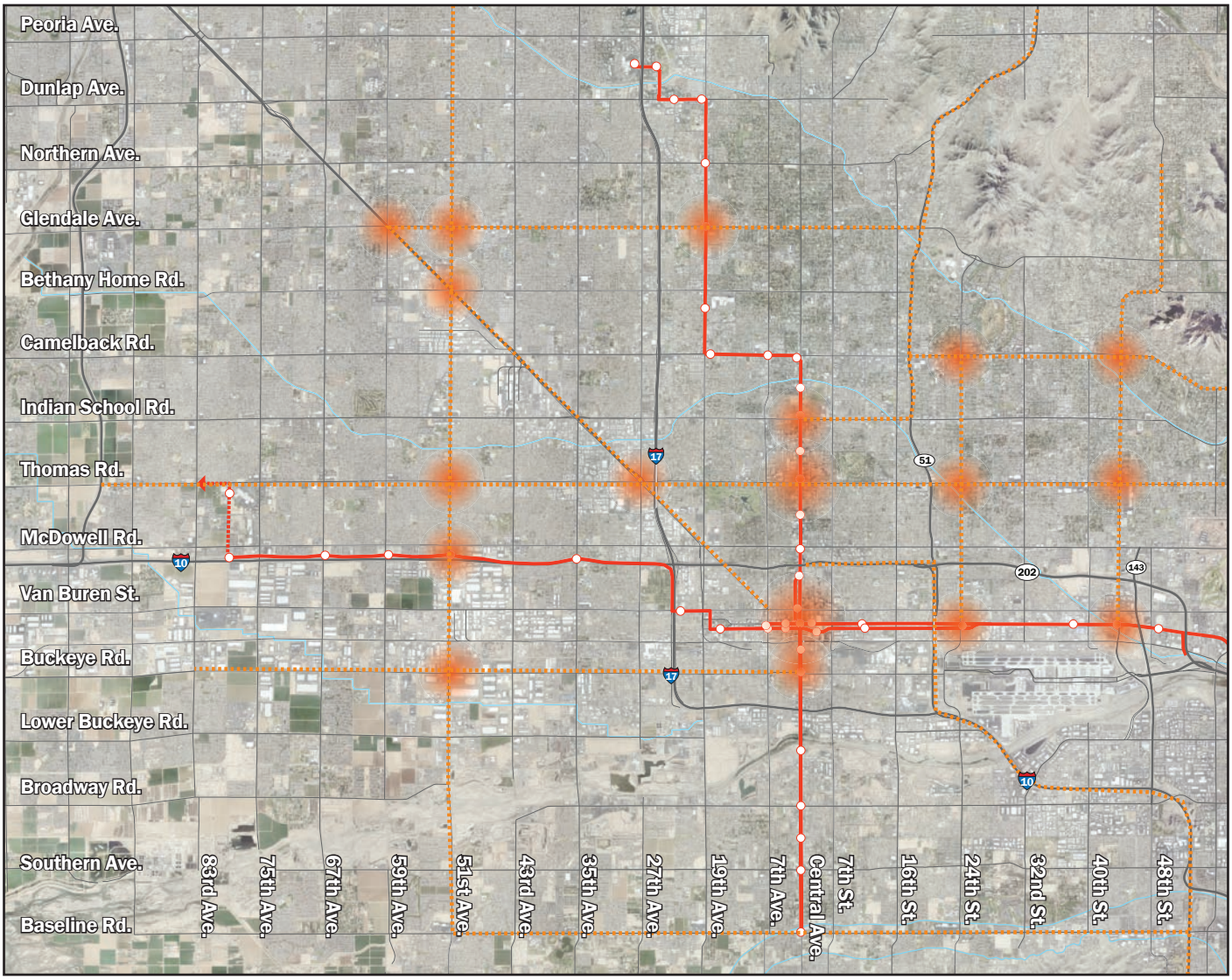
Phoenix TOD policies are designed to shape walkable mixed use environments and focus redevelopment near high capacity transit stations. This nodal pattern is called a "Connected Centers" planning model. A Center is a term used to describe a concentration of activities within a city. Eight mixed-use Center Place Types have been developed by jointly analyzing the transit network and urban form structure. This Phoenix TOD Typology specifies general parameters for growth using a hierarchical classification system. The Downtown Core Place Type is established as the most intensive category and scales down incrementally to lower intensity Neighborhood Center Place Types.

Methods

Characteristics of existing Centers in Phoenix were examined to create an initial set of TOD Place Types. Working with the city's Village Planning Committees (VPCs), TOD Place Types were refined and recommended for all existing and planned light rail stations, except within the Downtown district. Downtown stations were assigned Place Types by classifying the existing urban form policies contained in the Downtown Code.

Working with VPCs, staff analyzed land use, zoning, entitlements, destinations, demographics, housing, employment, walkability, market research studies and existing plans to assess the existing context and

Major Transit Corridors Map



Source: City of Phoenix Public Transit Department High Capacity Corridors Study, Planning and Development Department

susceptibility to future change within a ¼ mile radius of light rail stations. With assistance from photographs, visual simulations and stakeholder input, VPCs then voted to recommend a TOD Place Type for each existing or planned light rail station located within their Village.

Objectives

The TOD Place Types provide the general parameters for intensification near light rail stations and are intended to accomplish three basic objectives:

- Provide a starting point for TOD district plans by specifying a general range of possibilities for new development near light rail stations.
- Provide interim guidance for rezoning decisions prior to the completion of TOD district plans.
- Provide guidance for transit system planning by coordinating land use intensity with regional transit accessibility.

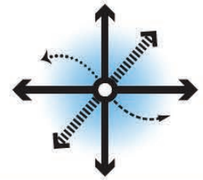
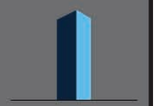
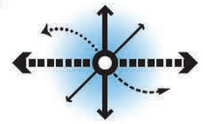
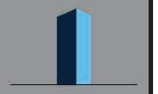
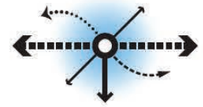
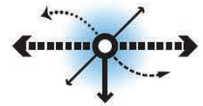
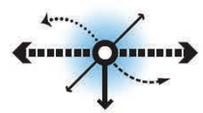
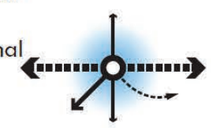
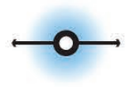
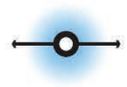
Applicability

The TOD Place Type parameters apply to properties generally within a ¼ mile radius of existing and planned light rail stations, with the following exceptions:

- Properties that are historic or historic-eligible, as determined by the Historic Preservation Officer.
- Properties zoned single family.
- Properties excluded through VPC Specifying Actions (See Appendix).
- Properties with existing entitlements that are greater than allowed in the Place Type.
- Properties determined to be incompatible through TOD district planning or rezoning processes.

TOD Typology Matrix

*See Diagram on pages 16-17 for Place Type station locations

Place Type Image	Place Type	Land Use Mix	Housing	Commercial	Transit Node	Intensity
	Downtown Core 	• Central Business District • Entertainment Destination • Destination Retail • High & Mid Rise Living • Industry Cluster • Civic & College Campuses	• High Rise • Mid Rise • Loft Conversion	• High Rise Office & Hotel • Major • Under 40,000 sq. ft. single tenant retail footprint	• Central Hub • Highest Regional Accessibility 	• Highest Intensity • 6+ Stories 
	Regional Center 	• Office Employment • Industry Cluster • High & Mid Rise Living • Supportive Retail	• High Rise • Mid Rise • Apartment • Town house • Row house	• Mid-High Rise Office & Hotel • Under 40,000 sq. ft. single tenant retail footprint Incentive: 60,000 sq. ft.	• Regional Destination • High Regional Accessibility 	• High Intensity • 5-10 Stories • Incentive: 20 Stories 
	Major Urban Center 	• Entertainment Destination • Retail Destination • Mid Rise Living • Office Employment	• Mid Rise • Apartment • Town house • Row house	• Mid-Rise Office & Hotel • Under 40,000 sq. ft. single tenant retail footprint Incentive: 60,000 sq. ft.	• Regional Destination • High Regional Accessibility 	• Medium-High Intensity • 4-8 Stories • Incentive: 15 Stories 
	Medium Urban Center 	• Balanced Commercial & Residential • Retail Destination • Entertainment Destination • Some Employment	• Mid Rise • Apartment • Town house • Row house • Live/Work	• Low-Rise Office • Under 40,000 sq. ft. single tenant retail footprint Incentive: 80,000 sq. ft.	• Sub-Regional Destination • Medium Regional Accessibility 	• Medium Intensity • 3-6 Stories • Incentive: 10 Stories 
	Minor Urban Center 	• Balanced Commercial & Residential • Retail Destination • Entertainment Destination • Some Employment	• Mid Rise • Apartment • Town house • Row house • Live/Work	• Low-Rise Office • Under 40,000 sq. ft. single tenant retail footprint Incentive: 60,000 sq. ft.	• Sub-Regional Destination • Medium Regional Accessibility 	• Medium-Low Intensity • 2-5 Stories • Incentive: 7 Stories 
	Suburban Commuter Center 	• Office Employment • Colleges & Trade Schools • Hotels • Commuter serving Retail • Limited Housing	• Apartment • Town/Row Home • Live/Work	• Mid-Rise Office, Hotel & Campus • Under 80,000 sq.ft. single tenant footprint. Incentive 100,000 sq. ft.	• Commuter Intermodal Destination • Medium-Low Regional Accessibility 	• Medium-Low Intensity • 2-4 Stories • Incentive: 7 Stories 
	Neighborhood Center 	• Primarily Residential • Neighborhood serving retail • Limited employment	• Apartment • Town/Row Home • Live/Work • 2 or 3 unit • Single Unit	• Low-Rise office • Under 40,000 sq. ft. single tenant retail footprint Incentive: 50,000 sq. ft.	• Neighborhood Destination • Less Regional Accessibility 	• Low Intensity • 2-4 Stories • Incentive: 5 Stories 
	Historic Neighborhood Center 	• Primarily Residential • Neighborhood serving retail • Limited employment	• Apartment • Town/Row Home • Live/Work • 2 or 3 unit • Single Unit	• Low-Rise office • Under 20,000 sq. ft. single tenant retail footprint	• Neighborhood Destination • Less Regional Accessibility 	• Low Intensity • 2-4 Stories • Incentive: 5 Stories 

Phoenix TOD Place Types

*See Typology Matrix on pages 14-15 for Place Type descriptions

WEST EXTENSION

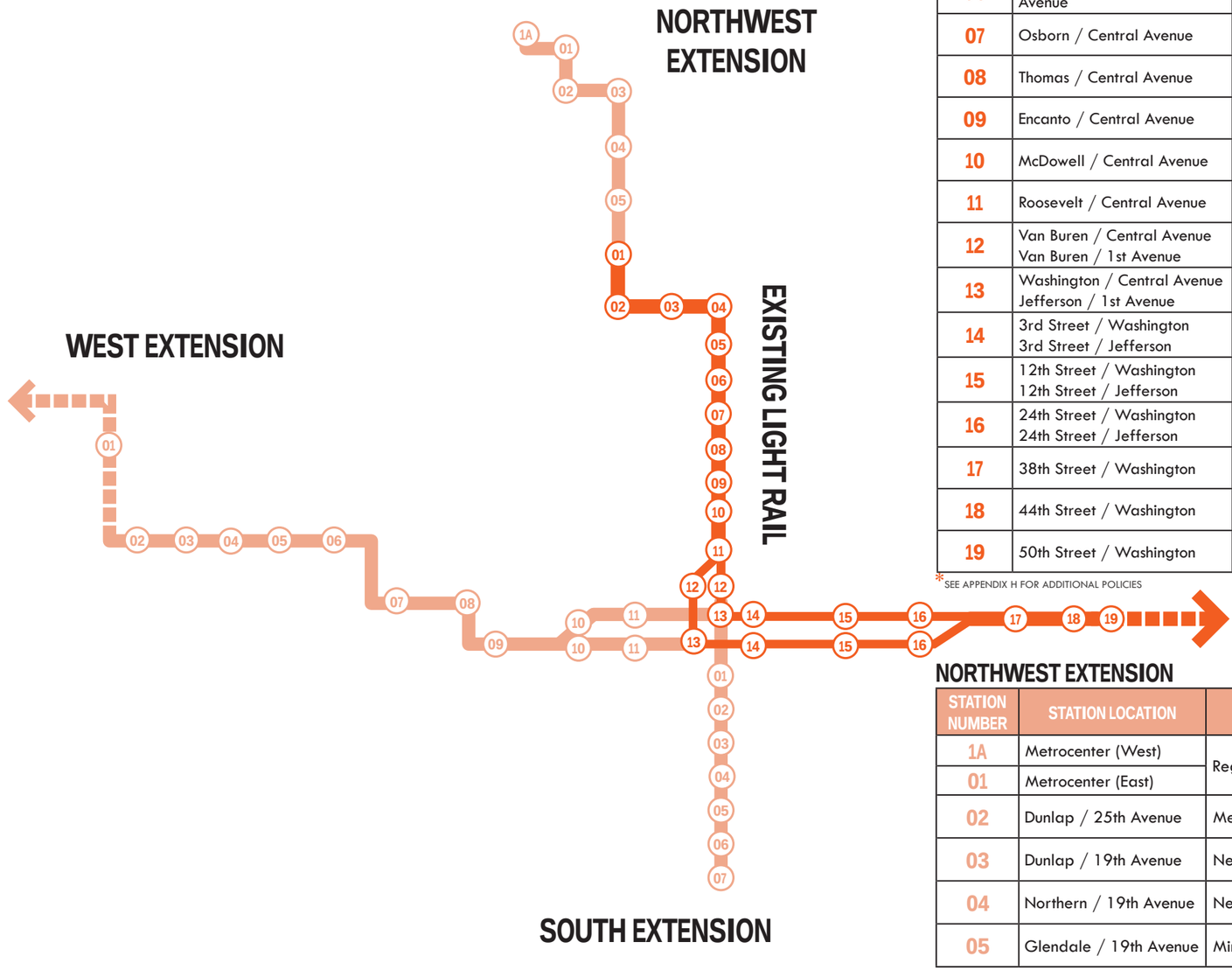
*Station locations still under study

STATION NUMBER	STATION LOCATION	PLACE TYPE	PLACE TYPE ICON
01	79th Ave / Desert Sky Mall	Medium Urban Center	
02	79th Ave / Interstate 10	Suburban Commuter Center	
03	67th Ave / Interstate 10	Suburban Commuter Center	
04	59th Ave / Interstate 10	Suburban Commuter Center	
05	51st Ave / Interstate 10	Suburban Commuter Center	
06	35th Ave / Interstate 10	Neighborhood Center	
07	22nd Ave / Van Buren	Historic Neighborhood Center	
08	18th Ave / Van Buren	Medium Urban Center	
09	State Capitol / Jefferson	Medium Urban Center	
10	7th Ave / Washington 7th Ave / Jefferson	Medium Urban Center	
11	3rd Ave / Washington 3rd Ave / Jefferson	Downtown Core	

SOUTH EXTENSION

STATION NUMBER	STATION LOCATION	PLACE TYPE	PLACE TYPE ICON
01	Lincoln Street	Downtown Core	
02	Buckeye Road	Neighborhood Center	
03	Audubon Center	Medium Urban Center *	
04	Broadway Road	Minor Urban Center	
05	Roeser Road	Neighborhood Center	
06	Southern Avenue	Neighborhood Center	
07	Baseline Road	Neighborhood Center	

*SEE AUDUBON CENTER STATION PROFILE SHEET AND APPENDIX H FOR ADDITIONAL POLICIES



EXISTING LIGHT RAIL

STATION NUMBER	STATION LOCATION	PLACE TYPE	PLACE TYPE ICON
01	Montebello / 19th Avenue	Medium Urban Center	
02	19th Avenue / Camelback	Medium Urban Center	
03	7th Avenue / Camelback	Medium Urban Center	
04	Central Avenue / Camelback	Historic Neighborhood Center	
05	Campbell / Central Avenue	Minor Urban Center	
06	Indian School / Central Avenue	Major Urban Center	
07	Osborn / Central Avenue	Regional Center	
08	Thomas / Central Avenue	Regional Center	
09	Encanto / Central Avenue	Medium Urban Center	
10	McDowell / Central Avenue	Major Urban Center	
11	Roosevelt / Central Avenue	Medium Urban Center	
12	Van Buren / Central Avenue Van Buren / 1st Avenue	Downtown Core	
13	Washington / Central Avenue Jefferson / 1st Avenue	Downtown Core	
14	3rd Street / Washington 3rd Street / Jefferson	Downtown Core	
15	12th Street / Washington 12th Street / Jefferson	Major Urban Center *	
16	24th Street / Washington 24th Street / Jefferson	Minor Urban Center	
17	38th Street / Washington	Medium Urban Center	
18	44th Street / Washington	Major Urban Center	
19	50th Street / Washington	Minor Urban Center	

*SEE APPENDIX H FOR ADDITIONAL POLICIES

NORTHWEST EXTENSION

STATION NUMBER	STATION LOCATION	PLACE TYPE	PLACE TYPE ICON
1A	Metrocenter (West)	Regional Center	
01	Metrocenter (East)		
02	Dunlap / 25th Avenue	Medium Urban Center	
03	Dunlap / 19th Avenue	Neighborhood Center	
04	Northern / 19th Avenue	Neighborhood Center	
05	Glendale / 19th Avenue	Minor Urban Center	



Adaptive Reuse - St. Francis Restaurant



Roosevelt Square

Policies

E.1 Increase heights and intensities on applicable properties within a ¼ mile radius of light rail stations within the parameters of the station's Place Type.

E.2 Increase heights and intensities only for proposals that meet or exceed the standards of the Walkable Urban (WU) zoning district or the Interim TOD Zoning Overlay if proposed prior to the adoption of the WU zoning district.

E.3 Only permit the maximum height within the Place Type for properties that have the highest degree of neighborhood compatibility and station accessibility. Heights should generally step down with distance from the station and with proximity to single family properties.

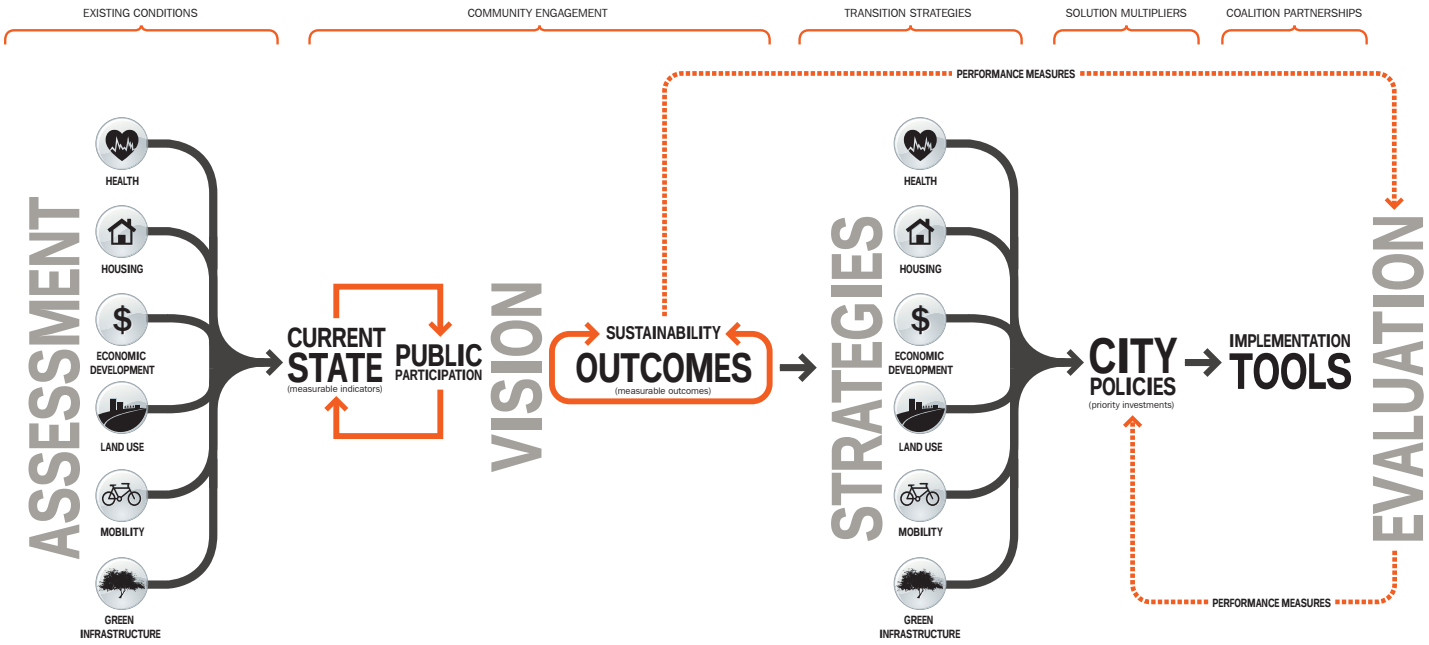
E.4 When located on highly neighborhood-compatible and station-accessible properties, mixed-use buildings that comply with the Phoenix Green Construction Code are eligible for increased entitlement up to the incentive in the Place Type when one of the following performance standards are met:

- A minimum of 30 percent of housing units are dedicated for long-term affordability for moderate income households (between 50% and 100% of the metro area median), as approved by the Housing Department.
- A minimum of 30 percent of the gross site area is dedicated for public open space, as approved by the Parks Department.
- A Deed of Conservation easement is dedicated for an eligible historic property, as approved by the Historic Preservation Officer.
- A proportionate in-lieu fee is paid (if a program is available) for affordable housing, parks, public parking, or other infrastructure, as approved by the City.

E.5 Increase heights and intensities in accordance with adopted District Plans. If there is a conflict between the District Plan and the Place Type, the District Plan prevails.

E.6 Do not apply Place Types to single family zoned properties, historic or historic-eligible properties, or properties determined to be incompatible due to size, adjacent land uses, a VPC Specifying Action (see appendix) or when not in conformance with an adopted District Plan.

TOD District Planning Process



F. District Planning

TOD District Plans create a sustainable vision for the future through a robust community engagement process. Specific actionable strategies for comprehensive community revitalization are developed in order to transition the current state to the vision by guiding strategic public and private investments.

Methods

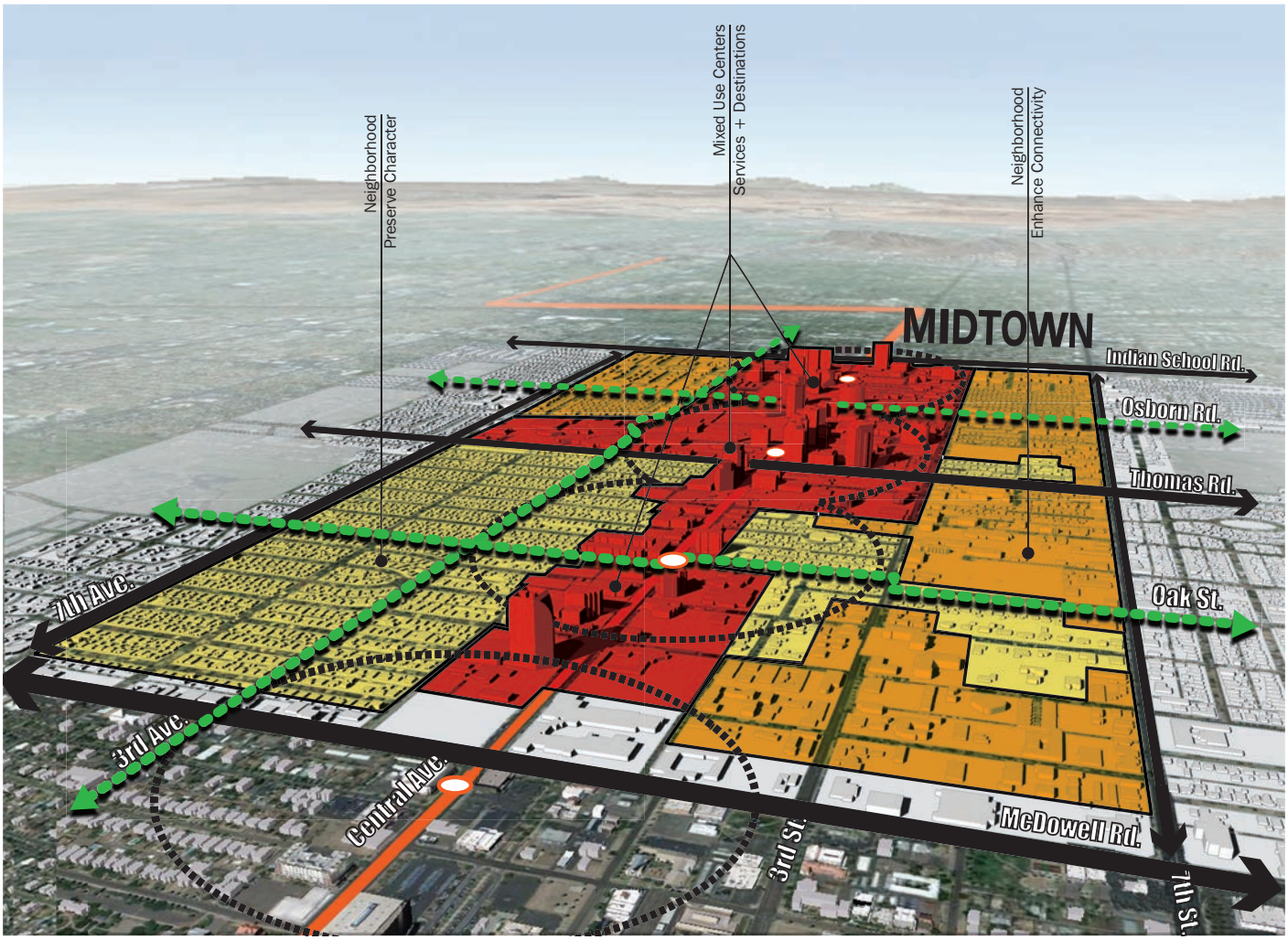
TOD District Planning includes the following approaches:

- A multi-disciplinary process with six elements: Land Use, Mobility, Green Infrastructure, Housing, Health and Economic Development.
- Community outreach focused on organizing a coalition of stakeholders within the district including residents, businesses, non-profits, institutions and real estate owners.
- Public engagement that empowers the community, including low-income and limited English speaking residents, to be actively involved in the decision making process.
- Sustainability performance measures aligned with the community's vision that monitor the effectiveness of policies, provide accountability and inform policy adjustments over time.
- A 30-year horizon that allows sufficient infrastructure planning and minimizes the need to demolish or retrofit new construction by strategically phasing incremental development to achieve the long-term vision.
- A concentration of retail, employment and other day-to-day destinations within ¼ mile of light rail stations in order to maximize convenient access.
- A Connected Oasis approach to open space planning that links together a network of lushly landscaped streets, canals and parks.
- A focus on creating an integrated and cohesive district, not just an isolated station area. TOD opportunity sites are identified along with contextual transitions, historic preservation, adaptive reuse and street, open space and housing improvements within adjacent neighborhoods.

Objectives

- Develop a community-based vision for change and preservation that maximizes resident benefits and city-wide sustainability.
- Create an attractive investment environment by providing a streamlined development process and other incentives for sustainable TOD.
- Inform smart decision-making by identifying strategic priority interventions that simultaneously advance multiple community-defined goals. These "Solution Multipliers" include infrastructure, urban-living amenities, affordable housing and other investments.
- Coordinate resources to guide incremental changes that synergistically leverage one another and build on existing assets and previous progress.

Example TOD District Planning Model



Policies

F.1 Support pedestrian-oriented design standards, short block subdivision standards, bicycle parking standards and Complete Street standards in order to improve walkability and bikeability.

F.2 Encourage transit-supportive land uses, such as dense residential, office and retail destinations in order to boost ridership and fare recovery.

F.3 Limit auto-oriented land uses and excessive parking, support shared and paid parking and encourage bike and car share programs in order to manage vehicular traffic.

F.4 Integrate new development into the existing context through measures such as stepping down building heights, modulating building massing, enhancing landscaping, preserving se tback consistency and carefully locating windows, service entrances, refuse containers, lighting and ventilation.

F.5 Support mixed income neighborhoods to help ensure TOD benefits are attainable for all residents.

F.6 Support the City's Tree and Shade Master plan goal of 25 percent tree canopy coverage.

F.7 Support the integration of Green Infrastructure stormwater management practices into street and open space designs on public and private property.

F.8 Support the development and enhancement of public open spaces.

F.9 Provide incentives, such as increased entitlement and expedited permitting, for Green Construction, Green Infrastructure, Historic Preservation, Mixed-Income Housing and Adaptive Reuse.

G. Implementation

TOD implementation should be guided by a performance based process and focused on the "Five P's":

Prioritization

- Implementation should be prioritized for specific types of investments in specific areas in order to improve the efficiency of resources in advancing the community's vision.

Partnerships

- Investments should be coordinated both within government and with community partners in order to maximize the collective impact of limited resources.

Predictability

- Zoning and other regulations that conform with district plans should be in place to help ensure communities of lasting value and protect investors from permitting delays and incompatible development.

Promotion

- The community's vision and the availability of incentives should be communicated widely to inform and attract a large pool of potential investors.

Persistence

- An organized coalition of stakeholders that includes residents, businesses, investors, governments and non-profits must stay continuously engaged over the long term for the vision to be realized.

Policies

G.1 Use the Priority Investment Scorecard to evaluate and compare the location and type of investments, both within districts and across multiple districts. Higher scoring projects, including those implemented by Capital Improvement Programs, Housing Programs, Grants, and Economic Development Incentives should be prioritized over lower scoring projects.

Priority Investment Scorecard:

Factor	Indicator	Score
Consistent with Community Vision	Conformance with Adopted Plan Prerequisite	Required
Investment Risk	% of district with zoning in conformance with District Plan % * 100	
Displacement Risk	% increase in property values in District's low income census tracts over 10 years (Affordable Housing Investments Only) % * 100	
Solution Multiplier	% improvement in District Plan Sustainability Performance Measures % * 100 for each measure	
Public / Private Partnership	Total $ Annual Revenue of adopted Special Assessment District Annual $ / 100	
Current TOD Readiness	Intensity + Streetsmart Walkscore within 1/4 mile of station (Housing Density + Employment Density + Streetsmart Walkscore) / 10	
	Total Score	

H. Appendix - Specifying Actions:

Encanto VPC	Place Type at Central / Encanto should only apply to property adjacent to Central Avenue
Central City VPC	Place Type near 18th Avenue and Van Buren should only apply to property South of Van Buren and East of 19th Avenue
Central City VPC	Place Type near 21st Avenue and Van Buren should only apply to Areas of Change as indicated on the St. Matthews Neighborhood Transition Areas Map. Heights should be limited to 4 stories and step down near single family housing.

H. Appendix - Specifying Actions:

CITY COUNCIL	**MEDIUM URBAN CENTER – AUDUBON** THE MEDIUM URBAN CENTER – AUDUBON PLACE TYPE CONTAINS SLIGHTLY MODIFIED POLICIES AND PERFORMANCE MEASURES RELATED TO THE CONSIDERATION OF ADDITIONAL HEIGHT AND INTENSITY FROM THOSE FOUND IN THE PLACE TYPE TABLE AND IN SECTION E OF THE TOD STRATEGIC POLICY FRAMEWORK. THESE POLICIES AND PERFORMANCE MEASURES ARE OUTLINED BELOW AND ARE BROKEN UP INTO TWO TIERS: TIER 1 – UP TO 6 STORIES, TIER 2 – UP TO 10 STORIES. **TIER 1 (MAXIMUM 6 STORIES)** - MEDIUM INTENSITY - BASE HEIGHT: 2-6 STORIES POLICIES TO ACHIEVE 6 STORIES: DEVELOPMENT WITHIN THE MEDIUM CENTER AUDUBON PLACE TYPE CAN DEVELOP UP TO SIX (6) STORIES IN HEIGHT. SIX (6) STORY BUILDINGS CAN ONLY BE CONSTRUCTED IF THE FOLLOWING FOUR CONDITIONS HAVE BEEN MET: 1. A MINIMUM OF TWO FOUR STORY MIXED USE BUILDINGS, OR A COMBINATION OF A SIMILAR LEVEL OF DEVELOPMENT AS APPROVED BY THE PLANNING AND DEVELOPMENT DEPARTMENT, MUST HAVE BEEN ISSUED CERTIFICATES OF OCCUPANCY ON THE SUBJECT SITE. 2. A MINIMUM 40,000 SQUARE FOOT OPEN SPACE AREA OR PLAZA IS CONSTRUCTED USING PRIVATE FUNDS AND IS OPEN AND ACCESSIBLE TO THE PUBLIC. 3. A MINIMUM OF FOUR POINTS OF PEDESTRIAN ACCESS WITH WAYFINDING SIGNAGE ARE PROVIDED TO THE RIO SALADO TRAIL SYSTEM. 4. THE PROJECT IS DESIGNED TO ENSURE INTEGRATION AND ENHANCED PUBLIC INTERFACE WITH THE RIO SALADO HABITAT RESTORATION PROJECT. **TIER 2 (MAXIMUM 10 STORIES)** ONCE THE TWO CONDITIONS IN TIER 1 HAVE BEEN MET, DEVELOPMENT WITHIN THIS PLACE TYPE MAY FOLLOW THE POLICIES AND PERFORMANCE STANDARDS OUTLINED IN SECTION E OF THE TOD STRATEGIC POLICY FRAMEWORK IN ORDER TO PURSUE BONUS HEIGHT UP TO 10 STORIES. THE INCENTIVE HEIGHT SHALL BE LIMITED TO SEVEN (7) STORIES UNLESS TIER 1 CONDITIONS 1-4 ARE MET.
	MAJOR URBAN CENTER – 12TH STREET AND WASHINGTON STREET / JEFFERSON STREET THE MAJOR URBAN CENTER IS APPLICABLE TO AN AREA GENERALLY 1/4 MILE FROM THE STATIONS AND TO PROPERTIES WITHIN THE EASTLAKE GARFIELD TOD DISTRICT WITH FRONTAGE ON ARTERIAL STREETS (7TH STREET, 16TH STREET, WASHINGTON STREET, JEFFERSON STREET, AND VAN BUREN STREET).

I. Adopted Transit District Plans

- Gateway Transit Oriented Development (TOD) District Policy Plan
- Eastlake-Garfield Transit Oriented Development (TOD) District Policy Plan
- Midtown Transit Oriented Development (TOD) District Policy Plan
- Uptown Transit Oriented Development (TOD) District Policy Plan
- Solano Transit Oriented Development (TOD) District Policy Plan

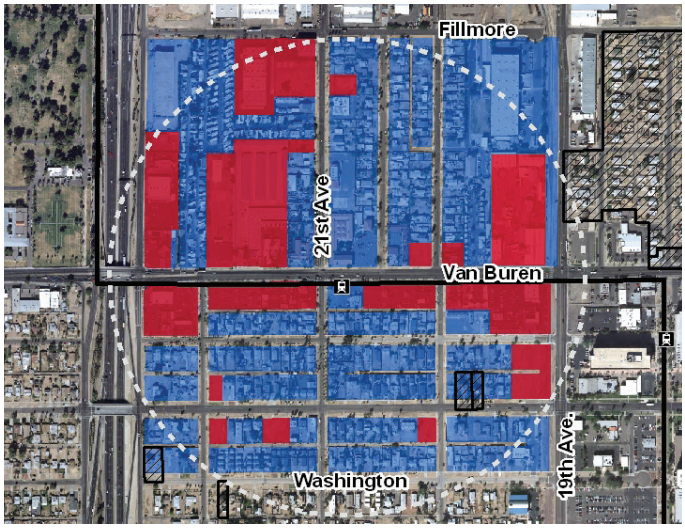
J. Station Profiles

- South Central Avenue
- 50th Street

St. Matthew's Neighborhood Transition Areas Map:

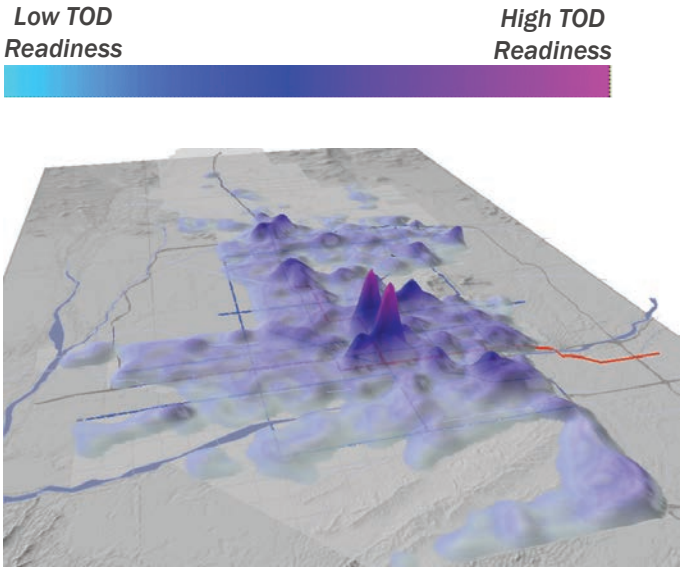
Red: Areas of Change

Blue: Areas of Stability



Phoenix TOD Readiness

TOD Readiness Range (Housing Density + Employment Density + Streetsmart Walkscore):



Notes:

1. U.S. Census Bureau, 2010 Census
2. National Association of Realtors, 2011 Community Preference Survey
3. U.S. Federal Highway Administration, 2010 Household Travel Survey
4. Pew Research Center, "Baby Boomers Approach 65", 2010
5. CTOD, "Realizing the Potential: Expanding Housing Opportunities near Transit", 2007

EXHIBIT M

UPTOWN

TOD POLICY PLAN





REINVENTPHX

The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government.

Acknowledgements

ADOPTED BY CITY COUNCIL
JUNE 3, 2015

Greg Stanton, Mayor

Council Members
Daniel Valenzuela, Vice Mayor, District 5
Thelda Williams, District 1
Jim Waring, District 2
Bill Gates, District 3
Laura Pastor, District 4
Tom Simplot, District 4 (former)
Sal DiCiccio, District 6
Michael Nowakowski, District 7
Kate Gallego, District 8
Michael Johnson, District 8 (former)

Prepared By:
City of Phoenix Planning and Development Department

CITY STAFF

Ed Zuercher, City Manager
David Cavazos, City Manager (former)
Rick Naimark, Deputy City Manager

Planning and Development
Alan Stephenson, AICP, Director
Derek Horne, Interim Director (former)
Debra Stark, AICP, Director (former)
Sandra Hoffman, AICP, Deputy Director
Larry Tom, Interim Deputy Director (former)
Michelle Dodds, Historic Preservation Officer
Joshua Bednarek, Principal Planner
Kelly Kvetko, Planner III
Curt Upton, Project Manager
Katherine J. Coles, Village Planner
Jacob Zonn, Village Planner
Elizabeth Wilson, Planner II, Historic Preservation
Joél Carrasco, Urban Design Intern/Planner I/Village Planner

Acknowledgements

CITY STAFF

Community and Economic Development
Christine Mackay, Director
Hank Marshall, Interim Director (former)
Scott Sumners, Downtown Development Director
Grant Belter, Project Manager

Housing
Karl Matzinger, Director
Nichole Ayoola, Management Assistant II
Yolanda Martinez, Housing Manager

Neighborhood Services
Chris Hallett, Director
Kate Krietor, Deputy Director
Gregory Gonzales, Economic Development Program Manager
Roberto Frietz, Neighborhood Specialist
Lisa Huggins-Hubbard, Neighborhood Specialist
Lysistrata Hall, Neighborhood Specialist

Parks and Recreation
Inger Erikson, Director
James Burke, Director (former)
Richard Adkins, Forestry Supervisor
Tom Byrnes, Landscape Architect II

Public Transit
Maria Hyatt, Director
Megan Neal, Management Assistant II

Street Transportation
Ray Dovalina, Director
Kerry Wilcoxon, PE, PTOE, Traffic Engineer III
Chris Kowalsky, Plan Review Coordinator

Water Services
Kathryn Sorensen, Director
Brandy Kelso, Deputy Director
Gerard Silvani, Principal Planner

CONSULTANTS

Duany Plater-Zyberk & Company (DPZ)
Galina Tachieva, Managing Partner
Matt Lambert, Partner
Mike Huston, Principal
Xavier Iglesias, Senior Project Manager
Edgardo Bennett, Designer
Max Boschetti, Urban Planner
Brian Lemmerman, Designer and Community Engagement Specialist
Maria Elisa Mercer, Project Manager
Danny Morales, Designer
Heather Smith, Designer

Center for Neighborhood Technology
Scott Bernstein, President

Charlier Associates, Inc.
Jim Charlier, President
Terry Musser
Patrick Picard

Chris Ritter Illustrations
Chris Ritter, Sole Proprietor

Crabtree Group, Inc.
Paul Crabtree, CNU-A, President and CEO

JMA Engineering Corporation
Jay Mihalek, President
Paul Cleaveland, Vice President

Nan Ellin, University of Utah

PlaceMakers, LLC
Hazel Borys, Principal
Susan Henderson, Principal

Emily Talen, Arizona State University

Urban Advantage, Inc
Steve Price, Owner

Acknowledgements

PARTNERS

U.S. Department of Housing and Urban Development Office of Economic Resilience

AIA Phoenix Metro
Christina Noble, AIA, Co-Chair, Phoenix Metro Chapter Advocacy Committee
Patrick Panetta, AIA, Co-Chair, Phoenix Metro Chapter Advocacy Committee
Diana Smith, Director of Local Chapters
Jonah Busick, AIA
Ryan Grabe, AIA
Sarah Tocci, AIA

Arizona Chapter ASLA (American Society of Landscape Architects)
Craig Corronato, FASLA, Logan Simpson Design
Judy Mielke, Senior Landscape Architect, Logan Simpson Design

Arizona State University Global Institute of Sustainability
Arnim Wiek, PhD, Principal Investigator
Aaron Golub, PhD, Co-Principal Investigator
Edward "Ted" Cook, PhD, Green Infrastructure Consultant
John Harlow, PhD, Project Manager
Braden Kay, PhD, Director of Research and Community Engagement
Deirdre Pfieffer, PhD, Affordable Housing Consultant
Amanda Mollindo, Student Photographer

Artlink Phoenix
Catrina Kahler, President

Local First Arizona
Kimber Lanning, Executive Director

St. Luke's Health Initiatives
Suzanne Pfister, President and CEO
Fred Karnas, President and CEO (former)
Jane Pearson, Director
C.J. Eisenbarth Hager, Director, Healthy Community Policies
Mariana del Hierro, Project Manager
Dean Brennan, FAICP, Project for Livable Communities
Dr. Ernesto Fonseca, The Elemental Group
Pam Gosler, Program Director, Prevention and Outcomes Research at St. Joseph's Hospital and Medical Center
Dr. Debarati "Mimi" Majumdar Narayan, Catalyze Research and Consulting, LLC
Stephen Reichardt, Arizona State University
Kim Steele, The Elemental Group, LLC

Sustainable Communities Collaborative
Shannon Scutari, Co-Founder/Director
Jim McPherson, Community Development

Urban Land Institute
Deb Sydenham, FAICP, Executive Director
Kristen Busby, AICP, Director
Stacey Haggerson, Associate

Valley Metro
Abhishek Dayal, AICP, Manager – System and Service Development

Acknowledgements

UPTOWN TOD STEERING COMMITTEE

John Graham, Co-Chair, Brophy College Preparatory
AJ Marsden, Co-Chair, Pasadena Neighborhood
Ronnica Astor, Parent
John Bachler, Osborn School District
Bruce Bilbrey, Four Corners Neighborhoods
Mark Davis, Davis Enterprises
Jeff Fischer, Lux Coffee
Charlie Jones, Alhambra Village Planning Committee
Gary LeBlanc, AmeriSchools
Leatrice Kitchell, Venue Projects
Gabe Loyola, Grandview Neighborhood
Teresa Stickler, 7th Avenue Merchants Association

Thanks to the following for donating meeting accommodations throughout the project:

Community Design Workshop Host – Phoenix Financial Center/CVL Consultants
Michael Geddes, Owner
Curt Johnson, Senior Vice President
Bob Knight, Property Manager, Knight Management

Steering Committee Meetings
Amerischools
Phoenix College

Resolution from City Council

RESOLUTION 21332

A RESOLUTION ADOPTING THE UPTOWN TRANSIT-ORIENTED DISTRICT POLICY PLAN.

WHEREAS, the Uptown Transit-Oriented District Policy Plan is a guide for transforming the district into a walkable, opportunity-rich community and is part of the Reinvent PHX Project; and,

WHEREAS, the boundaries of the Plan are 15th Avenue on the west, 7th Street on the east, Missouri Avenue on the north and Indian School road on the south; and,

WHEREAS, the Uptown Steering Committee, the Alhambra Village Planning Committee, the Encanto Village Planning Committee, the Planning Commission, and the Neighborhoods, Housing, and Development Subcommittee of the City of Phoenix have recommended approval of the Gateway Transit-Oriented District Policy Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That the Uptown Transit-Oriented District Policy Plan, recommended by the City Council Neighborhoods, Housing and Development Subcommittee on April 21, 2015, be approved and adopted.

PASSED by the Council of the City of Phoenix this 3rd day of June, 2015.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

Acting City Attorney

REVIEWED BY:

City Manager

PL:tml:1184436 (CM#22) (Item #53) – 6/3/15

About Reinvent PHX

In 2008, the largest light rail construction project in the nation's history was completed in Phoenix. This major achievement was the result of a partnership between local and federal agencies, strong civic leadership, and visionary urban planning that began decades earlier. Valley Metro rail has outperformed all expectations, achieving 2020 ridership goals in just four years of operation. The infrastructure, however, was designed to not just add high quality transportation options, but to lay a foundation for reinventing the neighborhoods surrounding it and creating new urban living choices in a city planned almost entirely for the automobile.

Reinvent PHX is a partnership between the City of Phoenix, HUD's highly selective Sustainable Communities program, and seventeen local organizations dedicated to achieving the full transformative potential of light rail. The partnership aims to create a new urban development model in Phoenix: ***Walkable Communities.***

Walkable places are safe, convenient, and comfortable environments for pedestrians, bicyclists, public transit riders, and those using wheelchairs, white canes, baby strollers, and other assistive devices. They include:

- Complete Streets that encourage walking, bicycling, public transit use, and slower traffic speeds.
- Enough people to support daily living amenities, such as grocery stores, daycare centers, health clinics, and public transit.
- Short block patterns and a mix of uses that reduce distances to destinations.
- Cool, shaded areas for relaxation and social interaction.
- Public places that are free from violent crime.

Communities provide opportunities for everyone; from a single parent who needs an affordable place to live and quality local schools to a high tech CEO who knows that the key to success is locating in an urban neighborhood where talented employees will want to live and work. They include:

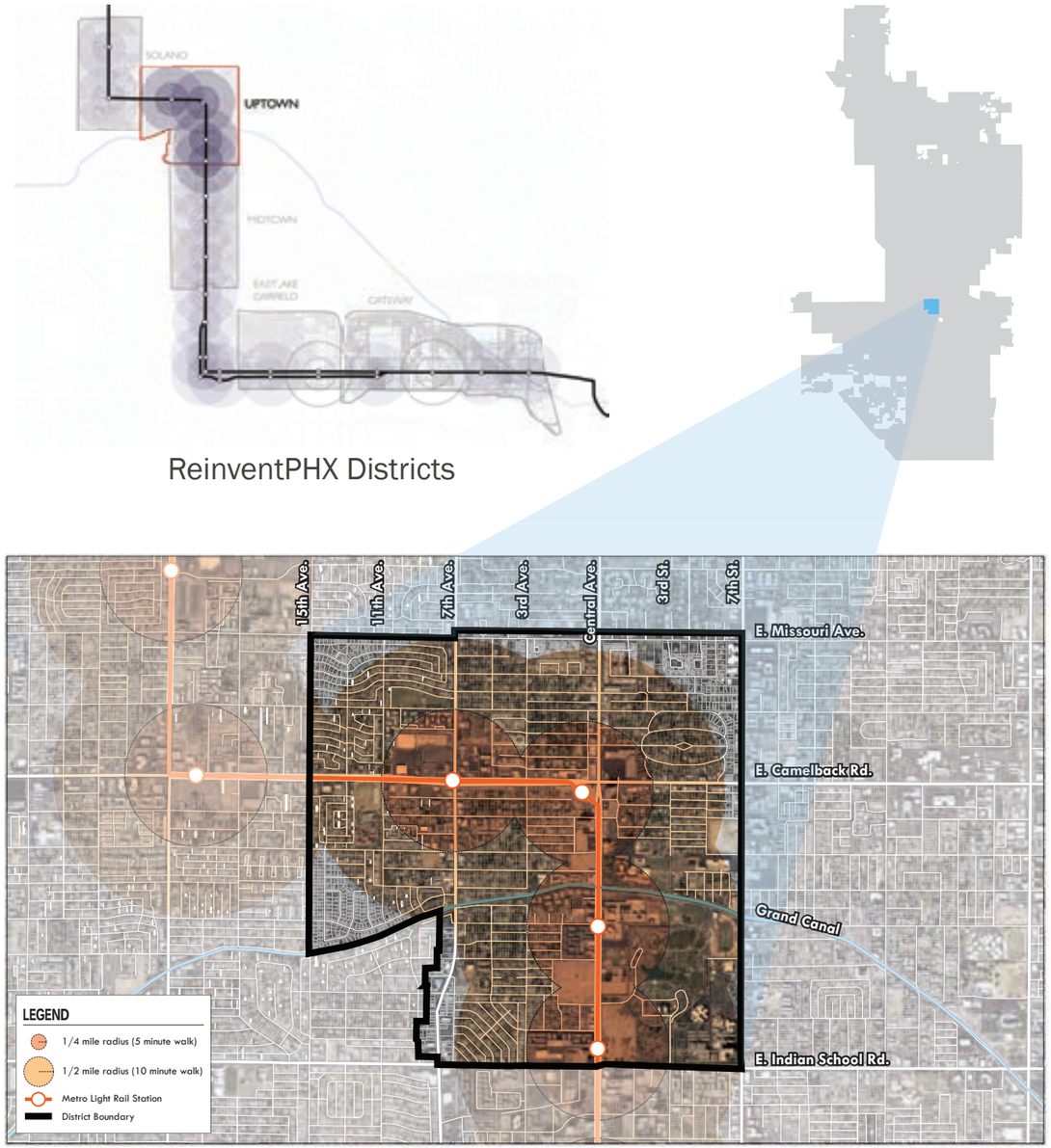
- Housing available for all incomes, abilities, and preferences.
- An abundance of fulfilling career and entrepreneurial possibilities.
- High performing schools and training for middle and high skill careers.
- Resource efficient buildings, infrastructure, and access to parks and healthy food.
- Historic preservation, innovative reuse of existing buildings, locally owned businesses, festivals, and authentic places.

Reinvent PHX uses *Transit Oriented Development* (TOD), an urban planning and development practice that cities around the world have successfully adopted to build Walkable Communities near public transit stations. Reinvent PHX provides resources for multiple TOD activities, including: Multi-lingual community outreach, institutional capacity building, stakeholder engagement, applied research, regulatory reform, urban design, infrastructure analysis, innovative demonstration projects, and policy planning. These activities will accomplish three objectives:

- Create an attractive environment for investment in high quality and equitable development.
- Empower the community, including low-income and limited English-speaking residents, to be actively involved in decision-making.
- Maximize the benefits of light rail by guiding development to improve the quality of life, lower the cost of living, and enhance unique and historic characteristics.

Reinvent PHX provides a blueprint for fully achieving the transformative potential of light rail in a sustainable manner, where decisions made today enhance, rather than compromise, the ability of future generations to be healthy and prosperous. With thoughtful and inclusive planning, these changes can: Lower transportation costs for residents, create new business opportunities, encourage active, healthy lifestyles, ensure Phoenix increases its competitive advantage in the global marketplace, and improve prosperity by growing the economy in locations with existing infrastructure and public services.

Uptown in Context



ReinventPHX Districts

Uptown District



Steering Committee Members sworn in by the Mayor and City Council

EXECUTIVE SUMMARY

The Uptown TOD Policy Plan is a guide for transforming the District into a Walkable Community. The plan is organized into three chapters: *Today, Tomorrow, and How We Get There.*

The Today chapter identifies key opportunities and challenges through a data-driven assessment of the existing conditions and urban revitalization best practices.

The Tomorrow chapter describes and illustrates a shared community vision for the year 2040. The growth scenario triples the current number of housing units and jobs with approximately 14,095 housing units and 50,000 jobs within 18 million square feet of commercial real estate development. Strategic investments in infrastructure and urban development projects are identified to catalyze progress towards the vision.

The How We Get There chapter contains an implementation plan for transitioning the current conditions to the vision. Policies are included that support a pedestrian-oriented zoning code, mixed-income neighborhoods, historic preservation, neighborhood compatibility, and infrastructure investment. The process for creating the District plan emphasized robust community involvement, interdisciplinary collaboration and the use of performance measures to improve accountability and provide a focus on outcomes. Three Priority Development Areas - Central Avenue and Indian School Road, Central Avenue and Camelback Road, and 7th Avenue and Camelback Road - are provided Action Plans that identify specific implementation steps for 2015-2020.

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UPTOWN

INTRODUCTION



Windsor Square Historic District Home, Courtesy of www.urbanconnectionrealty.com

UPTOWN HISTORY

An Early Phoenix Suburb

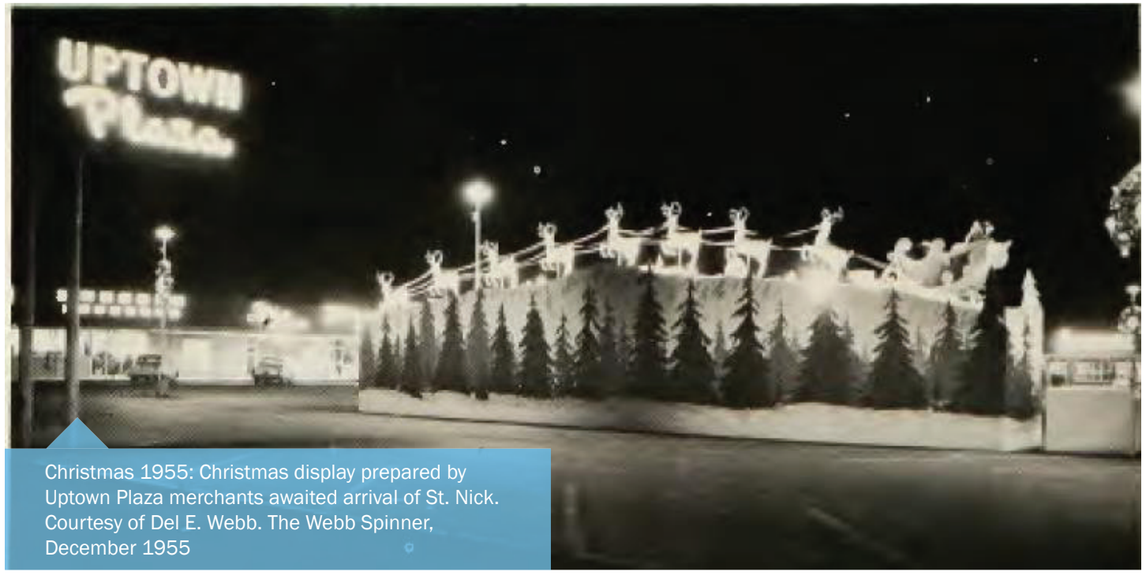
Historically, the Central Corridor was the primary path to the expansion of residential development north of the canals. Central Avenue, or Centre Street as it was called at the turn of the century, was not a streetcar route and the Central/Camelback Station area neighborhoods because some of the city's earliest automobile suburbs. By 1920, Phoenix was booming and with housing in short supply, land owners pushed north along Central Avenue to create new neighborhoods within an easy drive of downtown.

The character of the Uptown Transit Oriented District comes from four residential subdivisions that were platted between 1924 and 1929: Medlock Place, Pierson Place, Windsor Square and Yaple Park.

Although the subdivisions were built over a 25 year period, the enduring integrity of its homes and architectural styles became the foundation for these four neighborhoods to be designated as historic districts in the Phoenix Historic Property Register and in some cases, in the National Register of Historic Places as well.



Current church completed in 1959. Courtesy of St. Francis Xavier Parish.



Christmas 1955: Christmas display prepared by Uptown Plaza merchants awaited arrival of St. Nick. Courtesy of Del E. Webb. The Webb Spinner, December 1955

Without neighborhood parks or amenities other than the canals and Murphy's Bridle Path north of Bethany Road, developers specifically marketed to families whose children would be attending the new Brophy College Preparatory. The college opened in December, 1928, and three months later St. Francis parish was established as the second Catholic parish in Phoenix. Brophy Chapel served as the parish until 1959. The Depression forced the college to close in 1935 but the facility was used as a grade school and in 1952 it became a high school.

Construction in the four neighborhoods began just before the onset of the Great Depression and by 1930 all development had come to a full stop. Some homes were built in the late 1930's with the aid of the new Federal Housing Administration (FHA) loans, but the subdivisions would only be built-out after World War II.

Until the opening of Uptown Plaza in August of 1955, Camelback Road, west of Central Avenue was a mixture of farms, small neighborhood commercial and residential, but the Plaza signaled a change for the area and by the late 1950's, commercial venues began to replace the farms along Camelback Road. Uptown Plaza, advertised by Del Webb as "one of Phoenix' largest rural shopping centers" with 25 stores, became the gathering place for the community – whether you were meeting for dinner, shopping for groceries, clothes or jewels – there was something for everyone and plenty of parking.



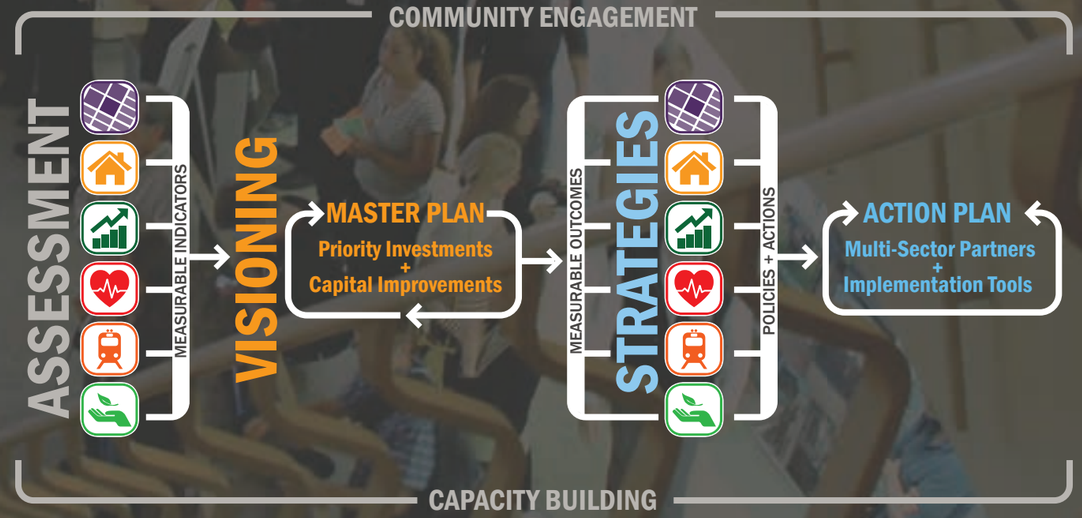
Brophy College Preparatory, 1960's. Courtesy of Kevin Weight.

PLANNING PROCESS

3 Key Steps: Assessment, Visioning, Strategies

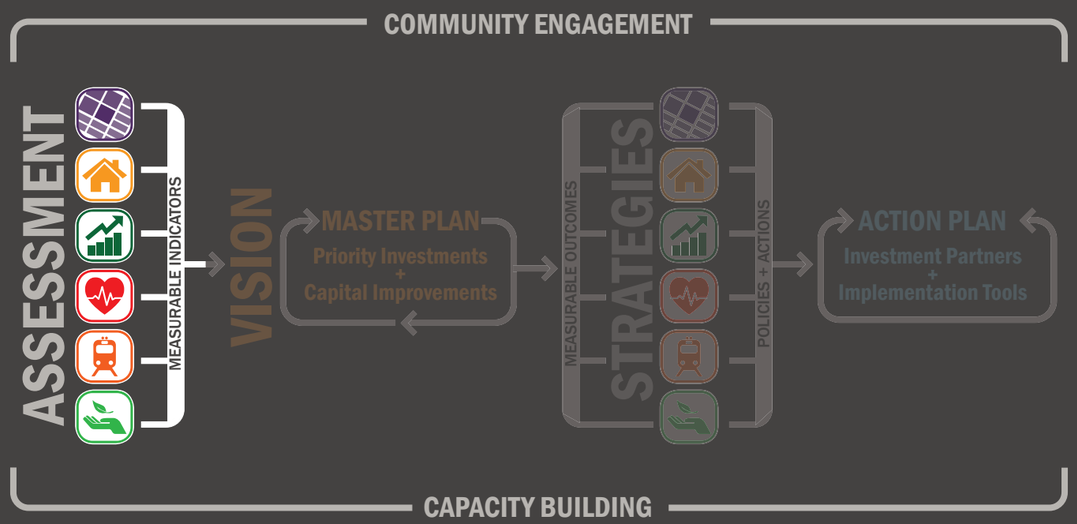
The planning process was structured in three phases, Assessment, Visioning and Strategies. Community engagement was integrated into each step. The Assessment phase entailed a data-driven analysis of the current conditions within the District using information derived from resident workshops and existing plans and databases. The Visioning process included surveys and facilitated community conversations that helped describe a desirable future using narratives and illustrations. In the Strategies phase, best-practices and innovative urban revitalization policies were identified to take advantage of the District's assets, reduce liabilities, and catalyze progress towards the Vision.

The Reinvent PHX technical approach utilized proven urban planning methods, such as New Urbanism, and emerging practices in Health Impact Assessment and Sustainability Science. For a complete documentation of these techniques, refer to reports from Arizona State University Global Institute of Sustainability and St. Luke's Health Initiatives listed in the appendix.



ASSESSMENT

Residents and other District stakeholders participated in surveys, workshops, and field audits designed to identify and map assets, liabilities, and improvement opportunities. This input was then synthesized with secondary data, such as demographic, land use, crime, injury analysis, economic conditions, etc. and analyzed using Geographic Information Systems (GIS), statistical software, and other data tools to complete an assessment of the existing conditions.

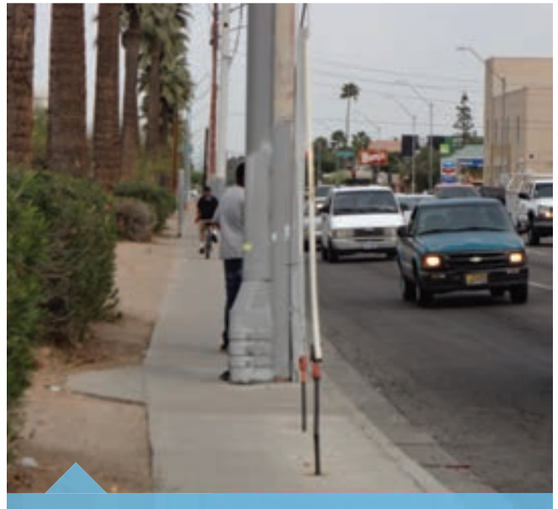




"Areas of Change / Areas of Stability" mapping workshops helped provide a geographic framework for the subsequent Visioning phase.



Asset Mapping exercises focused on identifying community-valued places, like parks, unique buildings, services, schools and public facilities. Participants shared their ideas for improving these assets, such as repairs, upgrades and outreach to encourage additional use.



Field audits of parks and streets were completed by residents and a professional injury epidemiologist, providing detailed existing conditions data in specific locations.



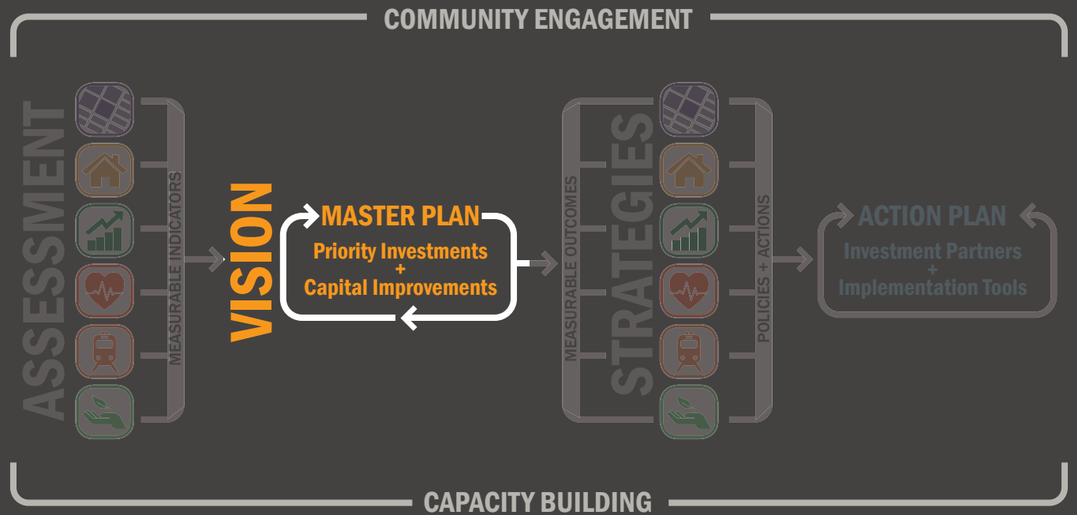
Participants completed multiple surveys that included questions about the health impacts of the built-environment and perceptions about changes to neighborhood character that might result from urban development.



Workshop participants provided recommendations for new investments in the District such as shade trees, increased safety, street improvements, additional open space, healthy food outlets, and quality affordable housing.

VISIONING

A series of public participation events that began with broad themes and then progressed to specific designs were held to inform the creation of a long-term vision. Workshops were conducted in large presentation formats as well as small round-table conversations that facilitated a two-way exchange of knowledge between residents and the project team. Input was then compiled, analyzed, and presented back to the community in an iterative feedback process.







Online input via the project's Mindmixer website helped identify broad values and ideas for the future. Light rail, canal improvements, open space preservation, and shade were examples of investments that were consistently valued by participants.



Visual Preference Surveys and Visually Enhanced Conversations identified desirable land uses, building heights, services, social and physical character, and other investments supported by stakeholders.



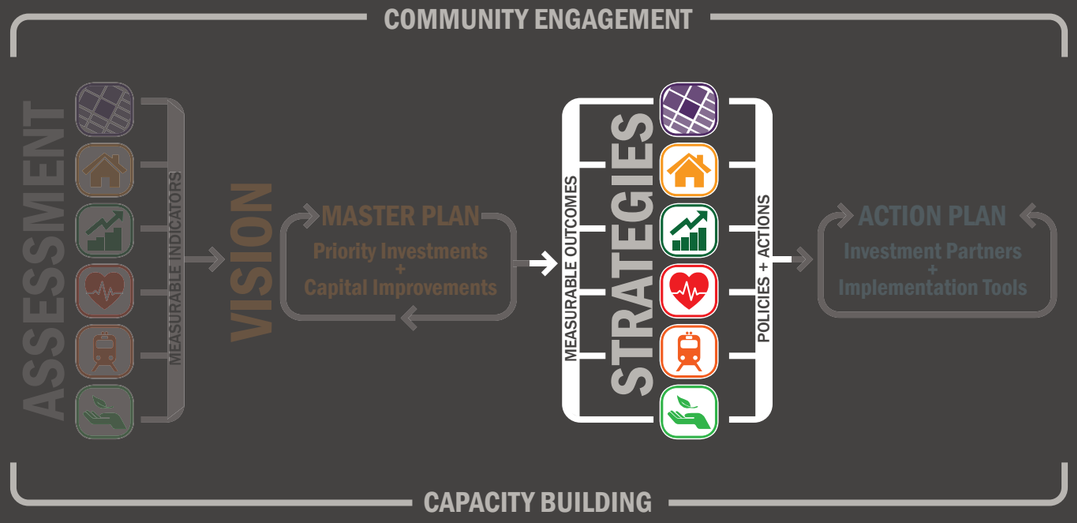
Neighborhood Compatibility meetings were held to discuss height transitions and connectivity between the transit corridor and existing single family neighborhoods.



A two week-long Design workshop proposed illustrative concepts for real estate development, street improvements, and open spaces for public review and input.

STRATEGIES

The strategy-building phase included small discussions and large capacity-building forums with urban development professionals and community stakeholders. Evidence-based best practices were identified to respond to the unique conditions in the District and help advance the current state towards the vision. Engagement with the Uptown Steering Committee refined and prioritized practices that were most appropriate for the District and helped identify partnerships that could provide implementation resources.







Capacity building forums with real estate development professionals emphasized public/private partnership opportunities, anchor institution engagement, reforms to local industry practices, and effective transit-oriented development and revitalization tactics that have been used in other cities.



Capacity building forums with small businesses and entrepreneurs discussed the place-making value of urban infill and adaptive reuse. Unique commercial spaces within the District that were currently available to lease were then presented to the participants.



Small topical workshops were held with traffic and civil engineers, affordable housing specialists, plan review staff, design professionals, and financing experts.



Workshops with District residents and the Uptown Steering Committee helped identify priorities, partnership opportunities, and additional resources within the District using local neighborhood expertise.

HOW TO USE THIS PLAN

Guide to a Living Document

A Tool for Guiding Collective Investment

TOD Policy Plans are intended to guide *investment*, which in this case is defined broadly as "using resources to achieve an anticipated beneficial outcome". The Uptown plan identifies a package of investments that are linked to measurable, community-supported outcomes. These include strategically-located projects of multiple types and sizes, from resident-driven tree planting initiatives to major infrastructure and real estate development. To effectively leverage and coordinate the resources needed for implementation, it is critical that organizations and individuals consistently use the Uptown plan to inform decision-making. Icons are included in the plan to help users navigate to the most relevant content.

Partner Icons indicate the type of investor most suited to lead a policy's implementation



Business Partners are banks, real estate developers, and other private companies, ranging from large corporations to small mom n' pop shops.



Community Partners are non-profits, foundations, schools, neighborhood associations and individual residents.



Government Partners include local, regional, state, and federal agencies.

Planning Elements Icons identify the policy area that an investor may be most interested in.



The Land Use Element focuses on the spatial pattern of urban development, including intensity, design, building form, and unique place-making characteristics.



The Health Element focuses on key aspects of the built environment that impact public health, including the availability of healthy food, public recreational amenities, and safe places to walk and bicycle.



The Housing Element focuses on the affordability, quality and diversity of residential living options.



The Mobility Element focuses on the movement of people and goods, including the availability of quality multi-modal transportation options.



The Economic Development Element focuses on the financial prosperity of businesses and residents, including the access to jobs, training and educational opportunities.



The Green Systems Element focuses on the design of buildings and infrastructure to improve resource efficiency and environmental protection.

The Tool Icon identifies the type of mechanism that investors may use to implement a policy.



Codes are development regulations, including zoning, building, and engineering standards.

Financing includes grants, loans, bonds, fees, taxes, and other mechanisms.

Knowledge means capacity building to increase technical understanding and awareness.

Plans include engineering analyses, market reports, data analysis, and other documents.

Operations are management practices such as procurement processes and interagency coordination.

Partnerships are mutually-beneficial agreements such as shared use agreements, corporate sponsorships, and development agreements.

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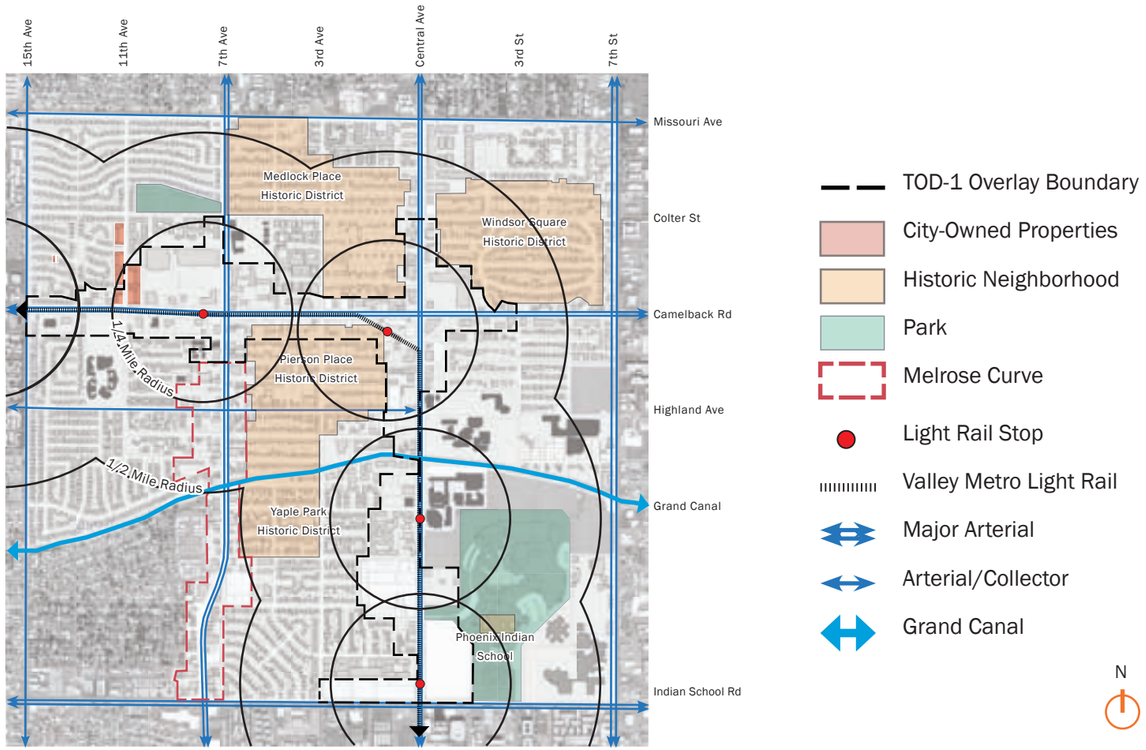
UPTOWN TODAY

Uptown Today

EXISTING CONDITIONS MAP



OVERVIEW

The Uptown District is between 15th Avenue and 7th Street, with Missouri Avenue as its northern boundary, and Indian School Road as its southern boundary. The southwest corner of this area is more than half a mile from light rail, and is therefore not included in the District

The far western area of the District is characteristic of the historical car-centric development patterns in many parts of Phoenix. Strip malls line the major roads (15th Avenue, Camelback Road, and 7th Avenue), with some multi-family housing closer to main roads, and single-family neighborhoods in the interior of blocks. The Grand Canal traverses mostly residential areas, and is often hidden from view behind the rear walls that line residential backyards.

Much of the area around the 7th Avenue and Camelback Road station is rental properties. This area has historically attempted to shield local businesses and neighborhoods from the impacts (congestion, noise, etc.) of nearby Central Avenue. Development standards for the 7th Avenue Urban Main Street Overlay (Melrose Curve) were adopted, and place emphasis on local businesses, community, and revitalization. Moving east, the light rail station at Central Avenue and Camelback Road is a major regional transit hub. This area is the gateway to the northern part of Central Avenue, and acts as the transition zone between the high-rise developments to the south, and large residential homes to the north near the historic Murphy Bridle Path. The Windsor Square, Medlock Place, Pierson Place, and St. Francis neighborhoods surround the station, with much of these neighborhoods having historical designation. Most of the single-family homes in this area were built in the first half of the 20th century. While college age and office workers comprise most of the population here, there are more elderly residents (about 20%) here than around the 7th Avenue station.

Moving south along Central Avenue, there are several prominent schools: Brophy College Preparatory, St. Francis Xavier Elementary, Xavier Preparatory High School, and Central High School. Central High School is adjacent to the Campbell Avenue and Central Avenue light rail station, with popular Lux Café to the south. A new four-story mixed use apartment building is at Central and Highland Avenues. Single-family homes between 7th and Central Avenues are not typically served by flood irrigation and noticeably lack the vegetation density and quality found north of Camelback Road.

On the District's southern border lies the Central Avenue and Indian School Road light rail station. There are 5,500 and 20,000 workers within a half mile of the light rail station, even with many large vacant lots in the area. The station area is a hub for medical facilities, with six hospitals in surrounding areas. The Carl T. Hayden VA Medical Center and Phoenix Indian Medical Center are major employers in this part of the District – with many of their workers riding transit. Steele Indian School Park is the most prominent natural feature in the District. The park is 74 acres, with a lake, an outdoor amphitheater (with seating for 1,500 people), and a 15-acre Entry Garden.

During the 1950s, Phoenix's downtown core was diminishing, with people and development shifting to other areas of the Valley. At the time, Central Avenue was mostly lined with estate homes, which soon gave way to the Art Museum, the Phoenix Towers, Park Central Mall, and Durant's restaurant. High-density commercial development continued in the 1960s, with many of Central Avenue's signature buildings, such as the Phoenix Financial Center, completed during this period amidst resistance from surrounding neighborhoods. In 1971 the City adopted the Central Phoenix Plan, which called for unlimited building heights along much of the Central Avenue Corridor, an office high-rise area that extends from McDowell Road to Camelback Road between 3rd Avenue and 3rd Street. However, development during this period mostly stalled in the Central Corridor, while investors and developers focused their resources primarily in the downtown core. The 1980s and 90s saw a mix of real estate booms and downturns. After 2000, office space began conversions to residential, partially due to voters approving the construction of the light rail.

7,083 TOTAL JOBS

18%
Population under 18 years of age





25%
in Poverty

17%
No Car Household





18% Spanish Speaking Homes

$38,658
MEDIAN HOUSEHOLD INCOME

LARGEST EMPLOYERS

Carl T. Hayden VA Medical Center
2,395 employees

Central High School
220 employees

State of Arizona
168 employees

Xavier College Prep
150 employees

Brophy College Prep
142 employees

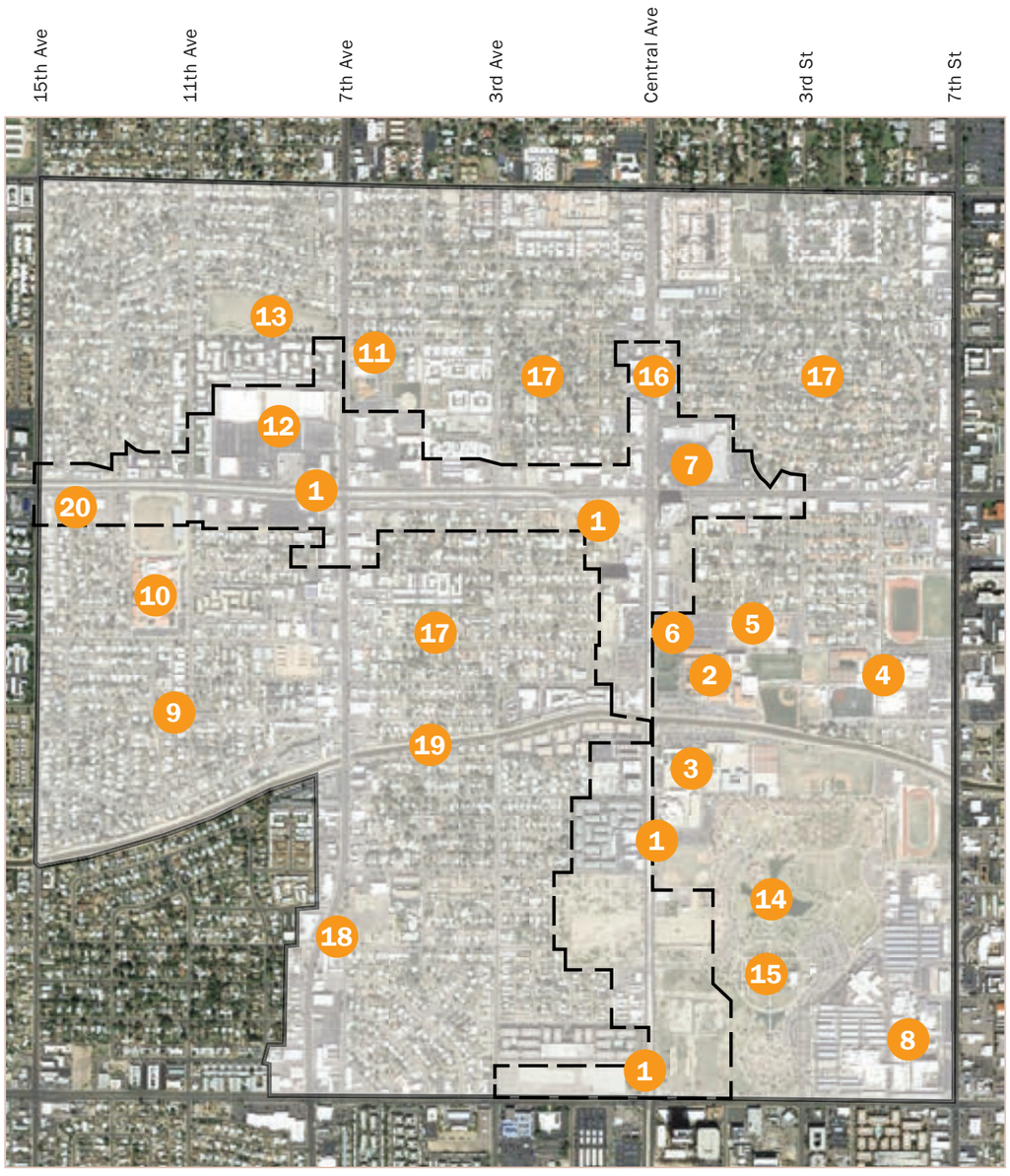
Uptown Today

ASSETS

Current State Assessment

Assets are strengths that currently existing within a community, such as employers, schools, historic buildings, community organizations, initiatives, institutions and infrastructure. Identifying assets helps inform the planning process by creating an inventory for preserving, improving, or supporting a District's existing resources. Policies to implement a long range vision should be designed to harness the advantages created from a community's unique assets.

1. Valley Metro Light Rail Stop
2. Brophy College Preparatory
3. Central High School
4. Xavier College Preparatory High School
5. Saint Francis Xavier Elementary School
6. St Francis Xavier Catholic Church
7. Uptown Plaza Shopping Center
8. Carl T. Hayden VA Medical Center - Phoenix
9. Tawa Park
10. Osborn Middle School
11. Valley Lutheran High School
12. Camelback Village Square Shopping Center
13. Colter Park
14. Steele Indian School Park
15. Historic Phoenix Indian School
16. Creative Adaptive Use
17. Historic Neighborhoods
18. Melrose Curve
19. Grand Canal
20. Amerischools Academy

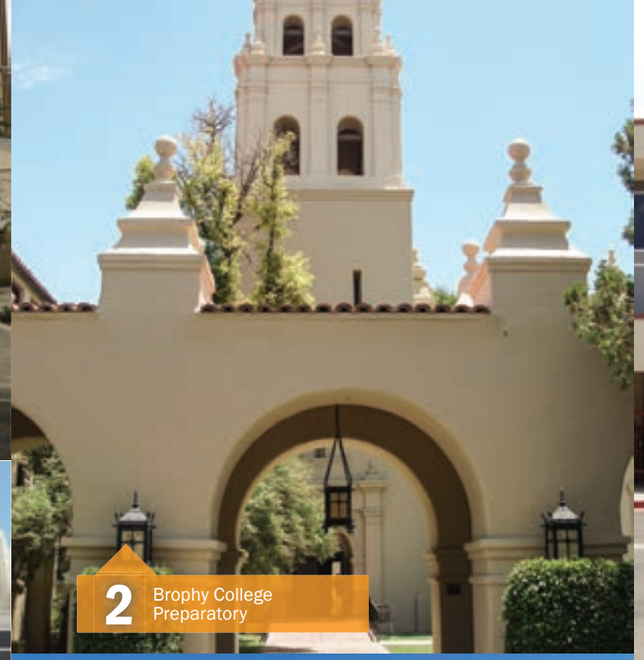




1 Central Avenue and Camelback Road Light Rail Station



8 Carl T. Hayden VA Medical Center



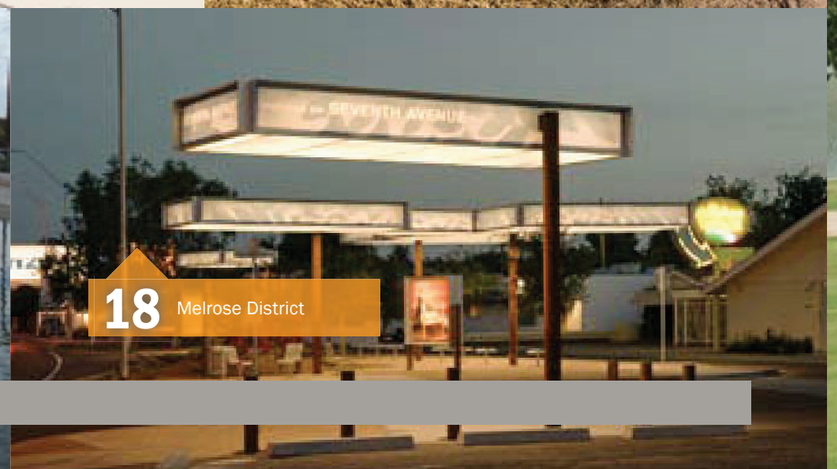
2 Brophy College Preparatory



13 Colter Park



19 Grand Canal



18 Melrose District



3 Central High School



14 Steele Indian School Park



6 St. Francis Xavier Catholic Church



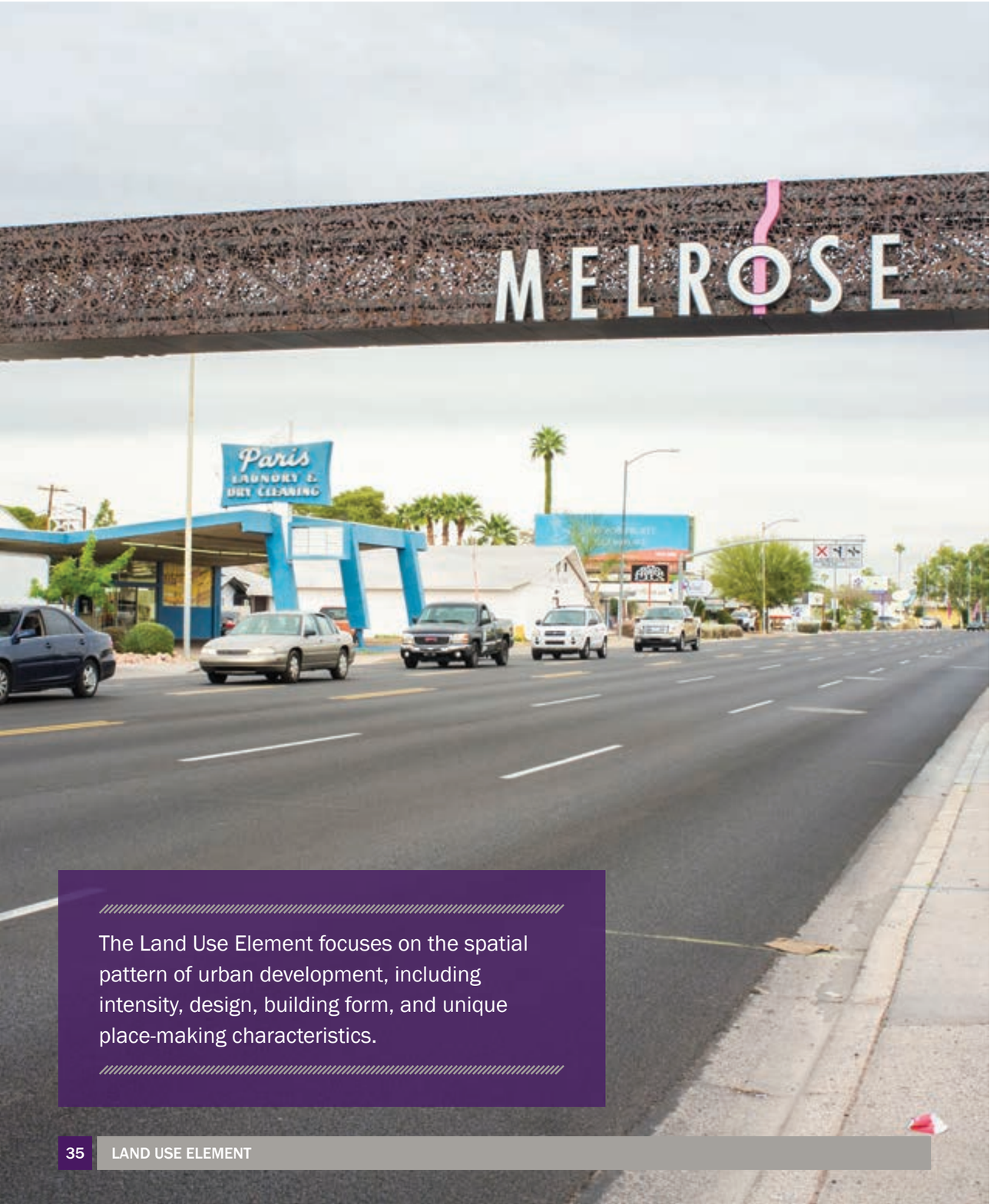
15 Historic Phoenix Indian School

PLANNING ELEMENTS

Assessment Framework

Planning Elements are interrelated categories of urban policy that provide a plan's framework and focus research and public engagement activities. A comprehensive planning process includes several Elements that examine a community through multiple lenses and facilitate implementation by aligning strategies with associated organizations. Six Planning Elements are included within TOD Plans.

- Land Use
- Economic Development
- Mobility
- Housing
- Health
- Green Systems



The Land Use Element focuses on the spatial pattern of urban development, including intensity, design, building form, and unique place-making characteristics.

Uptown Today

LAND USE ELEMENT

Current Conditions

Character

The Uptown District is home to a variety of distinctive neighborhoods, civic amenities, and important institutions that contribute to its unique and complex character. There are four historic neighborhoods that contain some of the best examples of early residential architecture in Phoenix. Shallow commercial lots front onto the light rail corridor in some areas, creating unique compatibility challenges for integrating new development into the existing scale and character. The Grand Canal arcs through the District and is another defining feature of Uptown. The canal has great potential as a major bike and pedestrian corridor that can safely connect Uptown to regional destinations, including Sky Harbor International Airport, and further enhance the District's sense of place.

Zoning

Uptown is regulated by conventional Euclidean zoning code, although there is a patchwork of conditional high rise zoning designations along Central Avenue and a few overlay districts that have been established to help foster an alternative character. There are several high rise-zoned properties that are undeveloped and some have been vacant for several decades, indicating inflated price expectations due to over-entitlement. The Interim TOD Overlay - a stop-gap measure to prevent auto-dominated development close to light rail prior to the adoption of a replacement zoning code - is in place for approximately 1/4 mile surrounding the light rail corridor. Historic Preservation Overlay zones have also been established to help protect the District's historic neighborhoods.

Anchors

Uptown is well-known as a hub for public and private education, with four high schools including Central High, Brophy College Preperatory, Xavier College Preparatory, and Valley Lutheran. The District is also home to Steele Indian School Park which contains the last remaining buildings from the historic Phoenix Indian School. The park is a major recreational destination and venue for concerts and community gatherings. A burgeoning vacant lot activation project called PHX Renews is located next to the park. The "Melrose Curve," encompassing a stretch of 7th Avenue, has become a hip new location for small locally owned businesses, despite the unfriendly character of the major north-south traffic artery. Another hub of urban vitality is taking place in the vicinity of Camelback Road and Central Avenue, where a proliferation of new restaurants and local businesses are creating a lively urban destination through innovative adaptive reuse of commercial buildings.

10%
Development intensity
(housing + jobs per acre)

993
Historic buildings

10%
District covered in surface parking

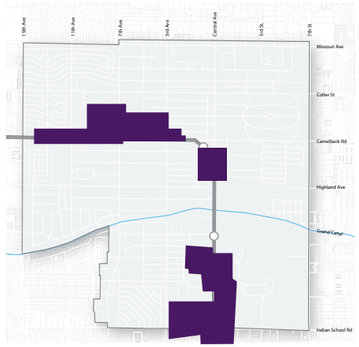
69
Walkscore

300
Acres of vacant land

LAND USE ELEMENT

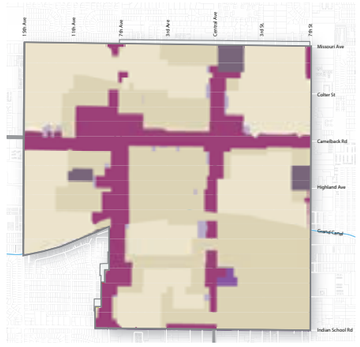
Assessment Maps

COMMUNITY INPUT



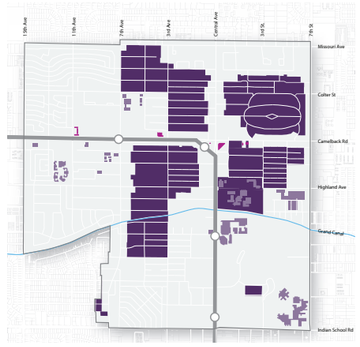
Community Identified Areas of Change

EXISTING ZONING



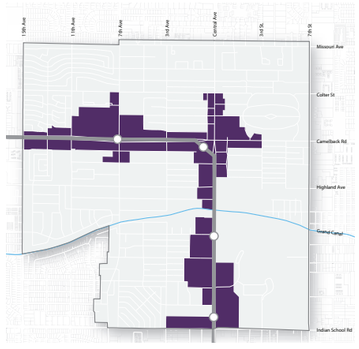
- Low Density Residential
- Higher Density Residential
- Planned Residential
- Commercial
- Industrial
- Parking

CIVIC, HISTORIC, ADAPTIVE REUSE



- Historic (designated and eligible)
- Civic
- Adaptive Reuse

ZONING OVERLAYS



Interim TOD-1 & Interim TOD-2

HEIGHT ANALYSIS



- 15'
- 30'
- 40'
- 48'
- 56'
- 75'
- 200'

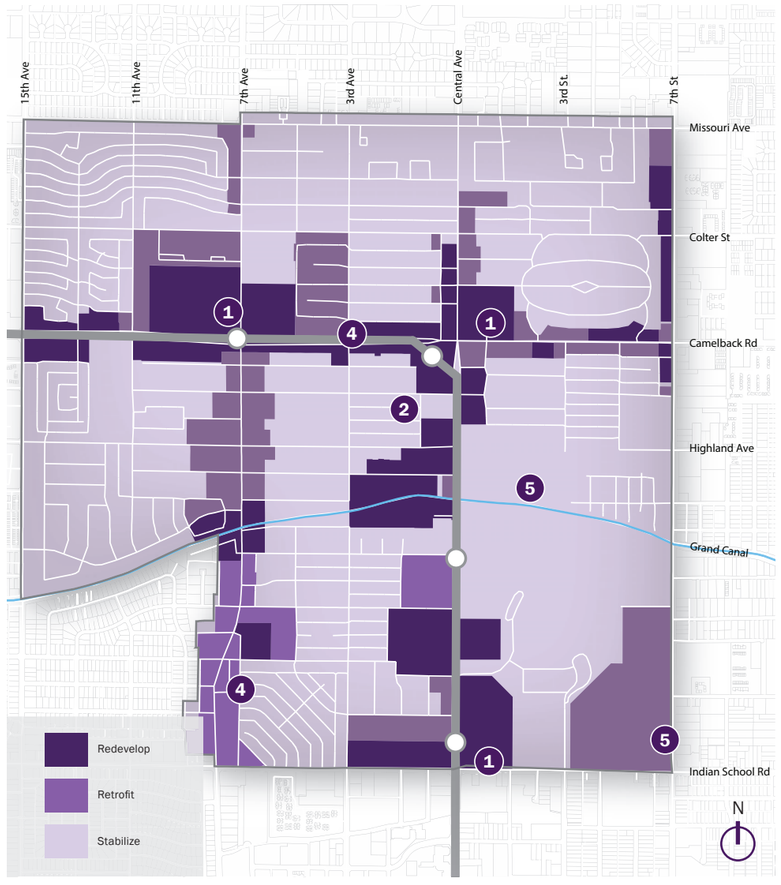
VACANT LAND



Vacant

LAND USE ELEMENT

Investment Opportunities Map



Best Practices

1. Walkable Urban Center



2. Walkable Urban Neighborhood



3. Walkable Suburban Neighborhood



4. Main Street Corridor



5. Urban Campus



6. Urban Industrial Zone



Uptown Today



The Housing Element focuses on the affordability, quality, and diversity of residential units.

HOUSING ELEMENT

Current Conditions

Quality

The current quality of housing in Uptown is high. A housing conditions survey did not find any housing in disrepair and Census data do not indicate any units lacking basic amenities, such as electricity and other energy sources.

Affordability

Uptown has several affordability challenges. Approximately 90% of Uptown's low-income residents are housing cost burdened, meaning they are struggling to pay rent and do not have subsidies. 38% of households spend more than 30% of their income on housing, and average transportation costs are nearly 23% of median household income, which is likely due to the prevalence of long driving commutes. Severe overcrowding is an issue in the District, as 4% of households (246 units) are severely overcrowded.

Needs

A market analysis projects a housing shortage of 10,888 units in Uptown by 2035. Currently, Uptown has a variety of housing types and sizes among its 6,155 units. Studio and one-bedroom units are the predominant type (35%), followed by single family detached homes (30%) and duplexes, triplexes, and quadplexes (19%) Approximately 27% of units are suitable for large families, containing three or more bedrooms.

90%
Low income households cost burdened

58%
Units affordable for moderate income households – owned

87%
Units affordable for moderate income households – rented

4% Overcrowding

.9 Household income diversity

.4 Housing type diversity

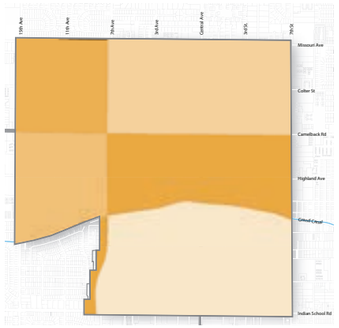
0%
Housing units in disrepair

26%
Household making the regional median income spends on housing

23%
Household making the regional median income spends on transportation

HOUSING ELEMENT
Assessment Maps

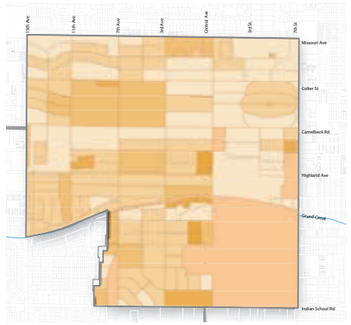
EXTREMELY OVERCROWDED



1.5 or More People Per Room

- 6.15% - 8.8%
- 5.71% - 6.14%
- 0.76% - 5.7%
- 0.01% - 9.75%
- 0%

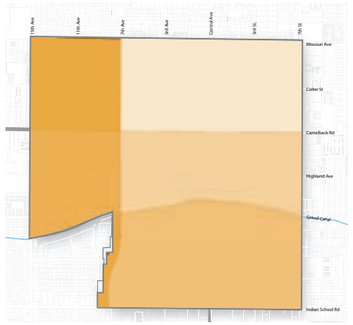
HOUSING DENSITY



Housing Units Per Square Mile

- 17,702 - 26,810
- 9,318 - 17,701
- 4,372 - 9,317
- 2,164 - 4,371
- 108 - 2,163
- No Housholds

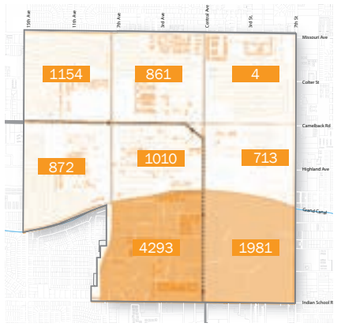
RENT AS % OF INCOME



Percent of Income

- 29.6% - 41%
- 26.3% - 29.5%
- 25.8% - 26.2%
- 24.5% - 25.7%
- 24.4%

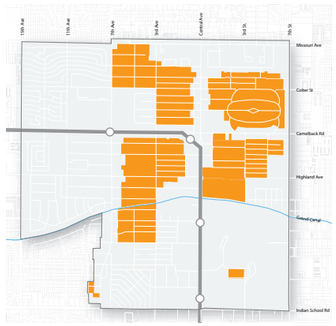
HOUSING NEEDS



Unit Demand

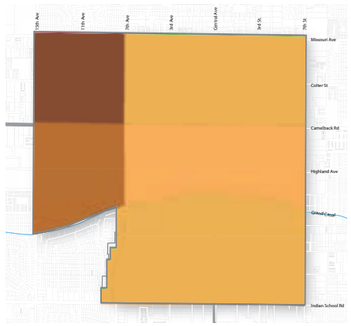
- # Housing Units Needed by 2035

HISTORIC



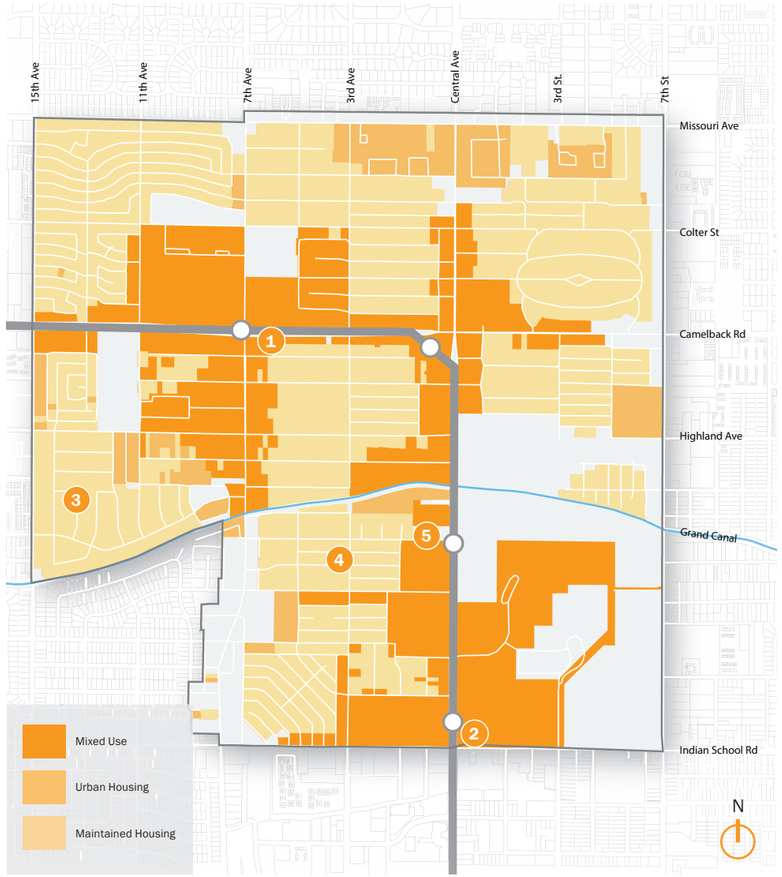
- Historic Properties

HOUSING FITNESS



- 29.6% - 41%
- 26.3% - 29.5%
- 4%
- 0%

HOUSING ELEMENT
Investment Opportunities Map



Best Practices

1. Walkable Urban Low Rise Housing



2. Walkable Urban Mid Rise Housing



3. Housing Revitalization



4. Co-Housing



5. Mixed Income Housing



6. Prefabricated Housing





The Economic Development Element focuses on the financial prosperity of businesses and residents, including access to jobs, training, and educational opportunities.

Uptown Today

ECONOMIC DEVELOPMENT ELEMENT

Current Conditions

Income

The median household income in Uptown is $38,658, lower than the city-wide median of $47,139. Poverty is slightly higher than the city wide rate, as 25% of households are below the poverty level, compared to 23% for the city as a whole. The northern portion of the District has several high income neighborhoods including the Medlock Place, Windsor Square and Pierson Place historic districts. Neighborhoods west of 7th Avenue are relatively lower income.

Workforce

31% of Uptown residents hold a bachelors degree, higher than the city-wide rate of 26%. Employees in the healthcare sector make up the largest share of the workforce at 14%, followed by retail at 10%. Uptown has several public schools, including Osborn Middle School and Central High School. However, the charter Amerischools Academy is the only public school in Uptown with an "A" designation by the Arizona Department of Education.

Jobs

Uptown is primarily a residential district, but does provide over 7,000 jobs. The Carl T. Hayden VA Medical Center is the District's largest employer, with nearly 2,400 employees. Assets in the District, including Steele Indian School Park, the unique locally-owned retail and restaurant destinations at Central Avenue and Camelback Road and the Melrose Curve, and significant infrastructure and TOD development opportunities position the District for additional growth in construction, retail, and entrepreneurship jobs.

1/3
Public schools with"A" designation

2,916
Jobs in key industries

41%
Residents with post-secondary degree

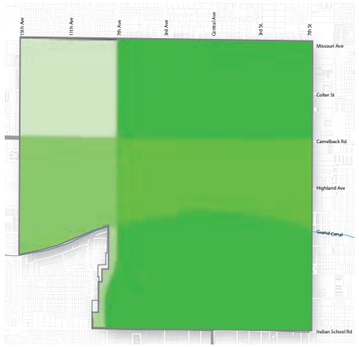
8%
Residents self-employed

17%
Commercial vacancy

ECONOMIC DEVELOPMENT ELEMENT

Assessment Maps

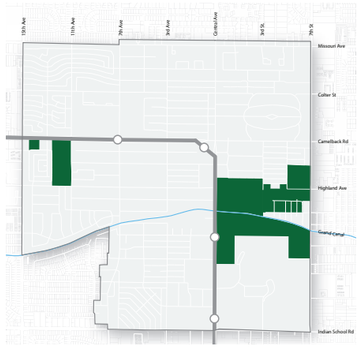
MEDIAN HOUSEHOLD INCOME



United States Dollars

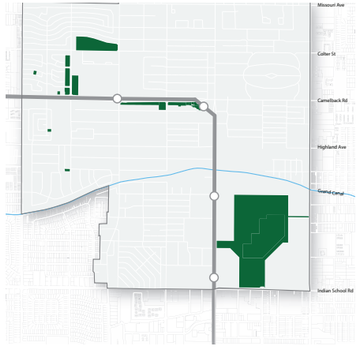
- $37,165 - $61,648
- $35,325 - $37,165
- $35,114 - $35,325
- $25,866 - $35,114
- $25,866

EDUCATION & TRAINING



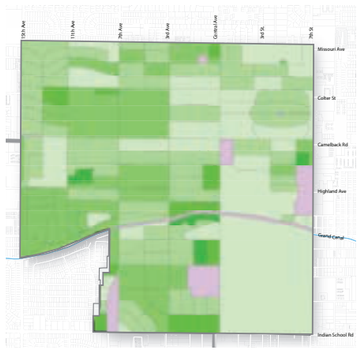
Education and Training

CITY-OWNED PROPERTY



City Owned Properties

POPULATION DENSITY



Population per Square Mile

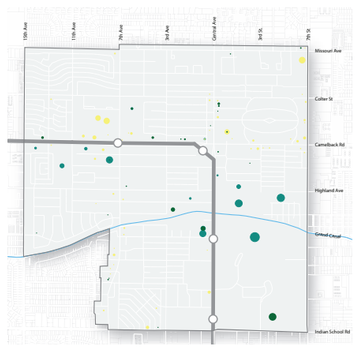
- 22,354 - 41,982
- 10,585 - 22,353
- 6,023 - 10,857
- 3,367 - 6,022
- 141 - 3,366
- No Households

EMPLOYMENT DENSITY



Higher Crime — Lower Crime

INDUSTRY SECTORS



- Healthcare
- Retail/Restaurant/Hospitality
- Education

Uptown Today

ECONOMIC DEVELOPMENT ELEMENT

Investment Opportunities Map



Best Practices

1. Community Learning Center



2. Quality Neighborhood School



3. Healthcare Cluster



4. Advanced Manufacturing Cluster



5. Small Business Incubator



6. Daily Living Amenity





The Health Element focuses on key aspects of the built environment that impact public health, including the availability of healthy food, public recreational amenities, and safe places to walk and bicycle.

HEALTH ELEMENT

Current Conditions

Food

There are three supermarkets and one corner grocery store within or adjacent to the Uptown District, providing nearly a quarter of the District's population (22%) access within a 5-minute walk. For low income residents, access is lower, as only two of these stores are Women Infant Children (WIC) program participants. There is also a community garden at Central Avenue and Indian School Road as part of the PHX Renews project.

Recreation

Uptown has relatively high access to recreation. When compared to all Phoenix residents, the District has more than double the number of park acres per person, due to the presence of Steele Indian School Park. Over 30% of residents can walk to a park within 5-minutes and 84% within 10-minutes. Residents conducted park audits at Colter Park and at Steele Indian School Park. According to auditors, Steele Indian School Park is among the safest, best maintained parks in the city. However, street access was limited and was identified as a barrier to use. Colter Park was also identified as being in relatively good condition, although auditors noted that additional shade would encourage more use of the park.

Transportation

Workshop participants cited liquor stores and bars, especially in proximity to schools, as creating undesirable conditions for walking and bicycling. Residents were also concerned for the safety of students at light rail stations near Osborn Middle School and Central High School. Vacant lots and abandoned buildings along Central Avenue, Camelback Road, Indian School Road, Highland Avenue, Campbell Avenue, and Pierson Street were also identified as creating a sense of danger that discourages walking. Five streets were identified as particularly dangerous because of high speed traffic, lack of sufficient sidewalks, and driving behaviors — 15th Avenue, 7th Avenue, Central Avenue, Camelback Road and Indian School Road. The lack of lighting is also a concern that was repeatedly mentioned during community workshops. Residents reported completing all outdoor activities before dark in order to avoid dark streets, parks and the canal.

31%
Households within 1/4 mile walk to public recreation facilities

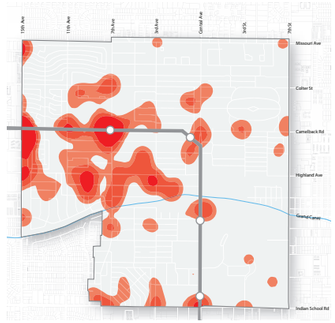
22%
Households within 1/4 mile walk to healthy food

167
Number of pedestrian and bicycle injuries over 5 years (2007 - 2011)

67
Violent crimes per 1,000 household over 3 years (2010 - 2012)

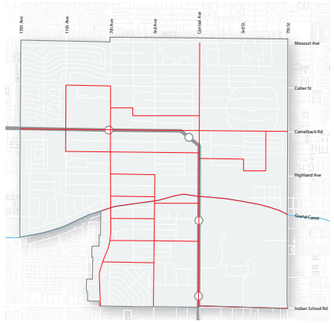
HEALTH ELEMENT
Assessment Maps

CRIME DENSITY



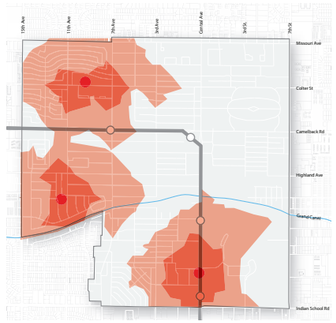
Lower Crime — Higher Crime

PEDESTRIAN +BIKE INJURIES



Pedestrian and Bicycle Injury locations

RECREATION ACCESS

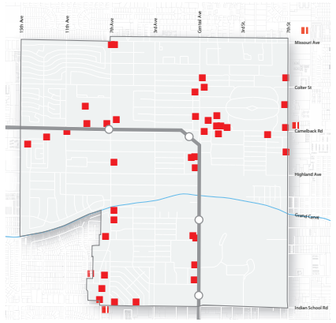


Community or Neighborhood Park

1/4 Mile
5 Minute Walk

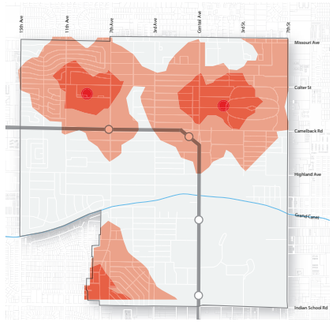
1/2 Mile
10 Minute Walk

FOOD RETAIL



Existing Food Outlets

HEALTHY FOOD ACCESS

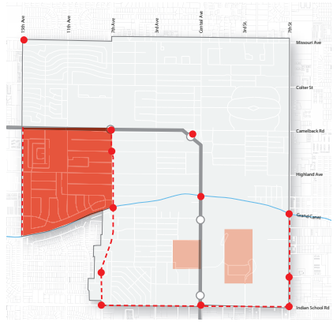


Grocery Store or Supermarket

1/4 Mile
5 Minute Walk

1/2 Mile
10 Minute Walk

STREETS HAZARDS



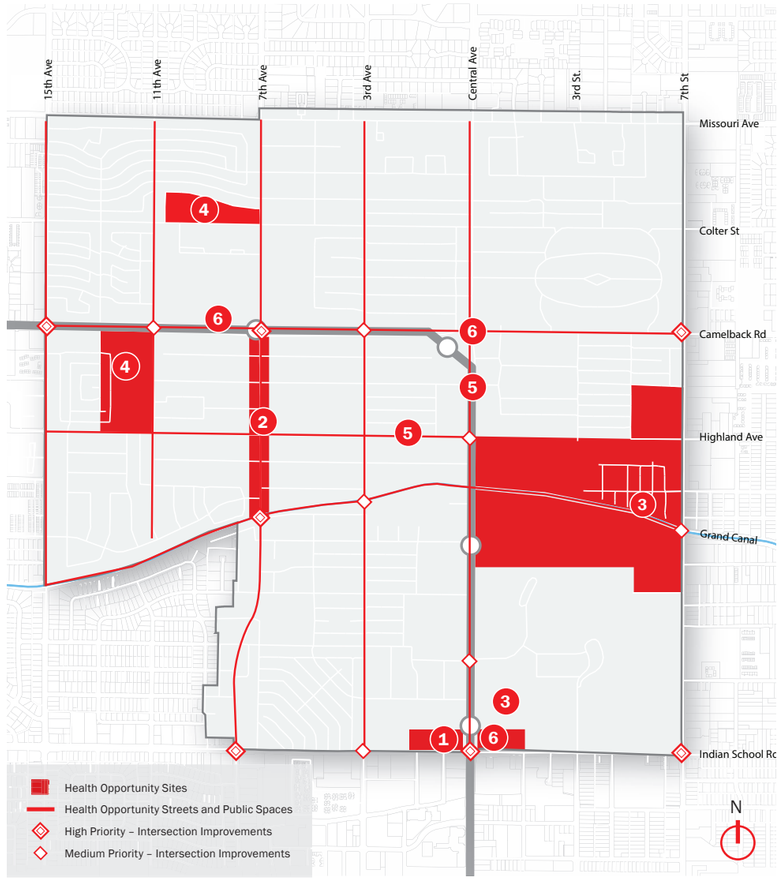
High Speed/Heavy Traffic Streets

Dangerous Intersection

Sidewalk Issues

Poor Lighting

HEALTH ELEMENT
Investment Opportunities Map



Health Opportunity Sites

Health Opportunity Streets and Public Spaces

High Priority – Intersection Improvements

Medium Priority – Intersection Improvements

Best Practices

1



Full Service Grocery

2



Corner Grocery Store

3



Community Garden

4



Passive Park

5



Safe Bike Lane

6



Active Frontage



The Mobility Element focuses on the movement of people and goods, including the availability of quality multi-modal transportation options.

Uptown Today

MOBILITY ELEMENT

Current Conditions

Streets

Walkability is a key objective of Reinvent PHX. In this context, mobility applies to all forms of transportation, from pedestrians on sidewalks to passengers on rail. Many streets in Uptown were "improved" in the past without primary consideration for pedestrian comfort and safety, a practice that should not be repeated moving forward. Mobility is also enhanced by smaller block sizes that disperse vehicular traffic and provide greater connectivity for pedestrians. The street grid in Uptown is a mid-century suburban pattern. While the intersection density of 92 per square mile is relatively high compared to many newer suburbs, there are large super blocks, such as Camelback Village Square at 7th Avenue and Camelback Road, and the Brophy/Xavier and Central High School campuses where additional streets or pedestrian paseos would help pedestrian connectivity in the District.

Bicycles

As bicycling rates continue to rise, safe facilities will become a more critical component of transportation infrastructure. The bicycle is the natural extension of the light rail system and perhaps the ideal transportation mode within current Phoenix neighborhoods, as daily-living destinations are usually not within a convenient walking distance of under 1/2 mile, but are generally under 2 miles, a reasonable bicycling distance. The relatively narrow neighborhood streets, which are well-connected via the street grid, are generally bike-friendly. Therefore, bike improvements should focus more on collectors and arterials where heavier vehicular traffic necessitates designated bike lanes. The Grand Canal provides the opportunity for a regional bicycle corridor connecting Uptown to Sky Harbor International Airport and Tempe.

Transit

Uptown is served by bus routes on Camelback Road, Central Avenue, 7th Avenue and 15th Avenue and four light rail stations - 7th Avenue / Camelback Road, Central Avenue / Camelback Road, and Campbell Avenue / Central Avenue and Indian School Road / Central Avenue. Transit frequencies are relatively high, averaging 15 minutes. It is possible that the Carl T. Hayden VA Medical Center, 7th Avenue merchants, and major retailers could partner on a circulator service.

30%
Residents who walk, bicycle, transit, and carpool to work

18
Average hours of transit services (bus + light rail)

11,223
VMT per household

92
Intersection density intersections per sq. mile

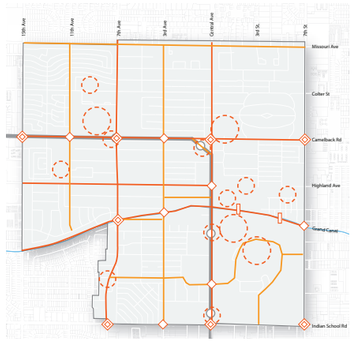
15 Minutes
Average transit frequencies (bus + light rail)

2,627,164
Annual light rail use (boardings/deboardings)

MOBILITY ELEMENT

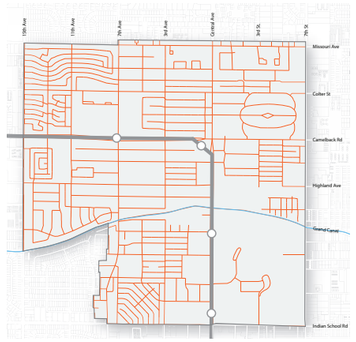
Assessment Maps

PEDESTRIAN ANALYSIS

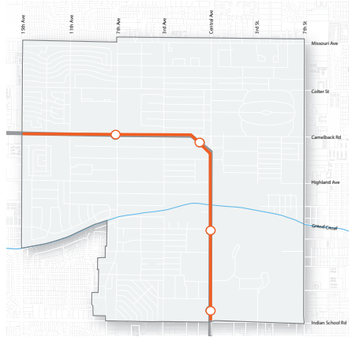


- High Priority
- Medium Priority
- Pedestrian Destination
- Medium Priority – Intersection Improvements
- High Priority – Intersection Improvements
- Proposed Pedestrian Bridge

STREET NETWORK



RAIL NETWORK



- Existing Light Rail

BUS NETWORK



- #: Existing Bus Route

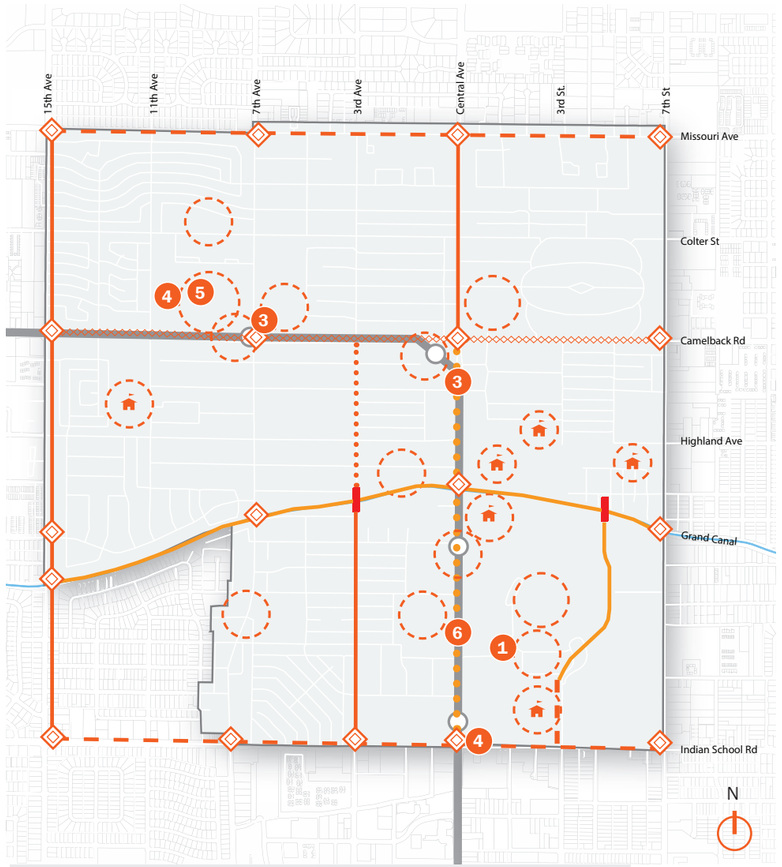
BIKE NETWORK



- Existing Bike Lane
- Existing Multi-use Trail
- Existing Bike Boulevard (Shared Lane)
- Existing Pedestrian/Bike Bridge

MOBILITY ELEMENT

Investment Opportunities Map



- Existing Bike Lane
- Multi-Use Path
- Proposed Bike Lane
- 2-Way Cycle Track
- Bike Boulevard (Shared Lanes)
- Shared Green Lane
- Existing Pedestrian/Bike Bridge
- Bike Priority - Intersection Improvements
- Main Pedestrian Destinations (including light rail stops)
- Schools

Best Practices

1. 
   Bike Share
2. 
   Light Rail Station
3. 
   Multi-Modal Street
4. 
   Public Parking Facility
5. 
   Paseo
6. 
   Wayfinding



The Green Systems Element focuses on the design of buildings and infrastructure to improve resource efficiency and environmental protection.

Uptown Today

GREEN SYSTEMS ELEMENT

Current Conditions

Stormwater

Almost half of Uptown's surface is impervious to rain water. During a one-inch storm, Uptown's buildings and pavement produce approximately 6.9 and 12 million gallons of runoff respectively, for a total of 18.9 million gallons of water. Based on the average annual rainfall in Phoenix of 7 inches, the amount of stormwater runoff is equivalent to 63 days of District potable water consumption, based on Uptown's 2 million gallons per day consumption. Decades of on-site retention have mitigated the street flooding problems of the 1960s providing an opportunity to reduce retention requirements for new development by reallocating some of those resources to street bioswales and joint use neighborhood parks / district stormwater retention areas.

Temperature

While not as severe as other areas, high temperatures in Uptown need mitigation. District temperature data reveal that only 11% of surface temperatures in the summer in the District are less than 105 degrees, the benchmark for human thermal comfort. With global warming driving higher temperatures, and increased urban development as the city's population continues to grow, it will be necessary to address climbing temperatures. If urban heat island issues are not addressed, Uptown could see increases in heat-related illnesses and diseases from declining air quality. In addition, Uptown will face rising costs to cool buildings as temperatures continue to increase.

Water

Water management is Uptown's greatest green systems challenge. Water use is high, at nearly 207 gallons per capita, per day (GPCD) - more than double the U.S. average of 80-100 GPCD. With climate change increasing uncertainty about Phoenix's water future, water conservation is a serious issue. Improved water management could also increase the District's dearth of trees, which only cover 4% of the District, which could subsequently help reduce temperatures.

4%
Tree coverage

11%
Surface temperature cooler than 105°

105°

9%
Surface temperature hotter than 130°

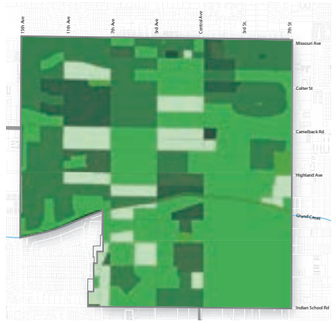
130°

45%
Pervious groundcover

GREEN SYSTEMS ELEMENT

Assessment Maps

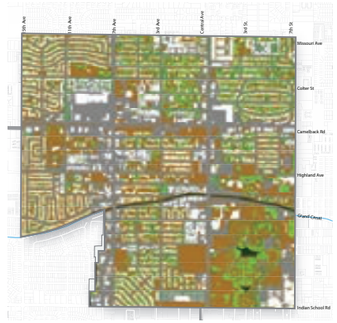
LANDSCAPE WATER USE



Gallons per Day

- 3,502 - 6,229
- 1,821 - 3,501
- 952 - 1820
- 450 - 951
- 22 - 449
- No Water Use
- No Data

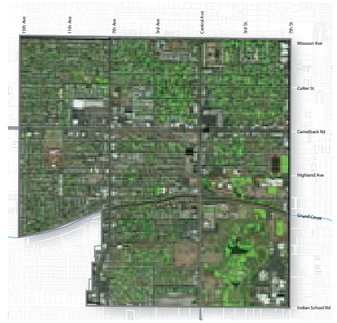
MATERIAL POROSITY



Porous

- Soil
- Tree
- Grass
- Shrub
- Canal
- Pool

TREES, SHRUBS + GRASS



Type

- Tree
- Grass
- Shrub

STORMWATER INFRASTRUCTURE



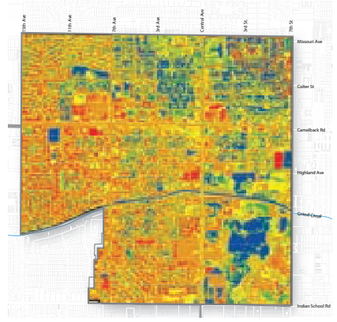
- Existing Storm Infrastructure

SURFACE PARKING LOTS



- Existing Surface Parking

TEMPERATURE



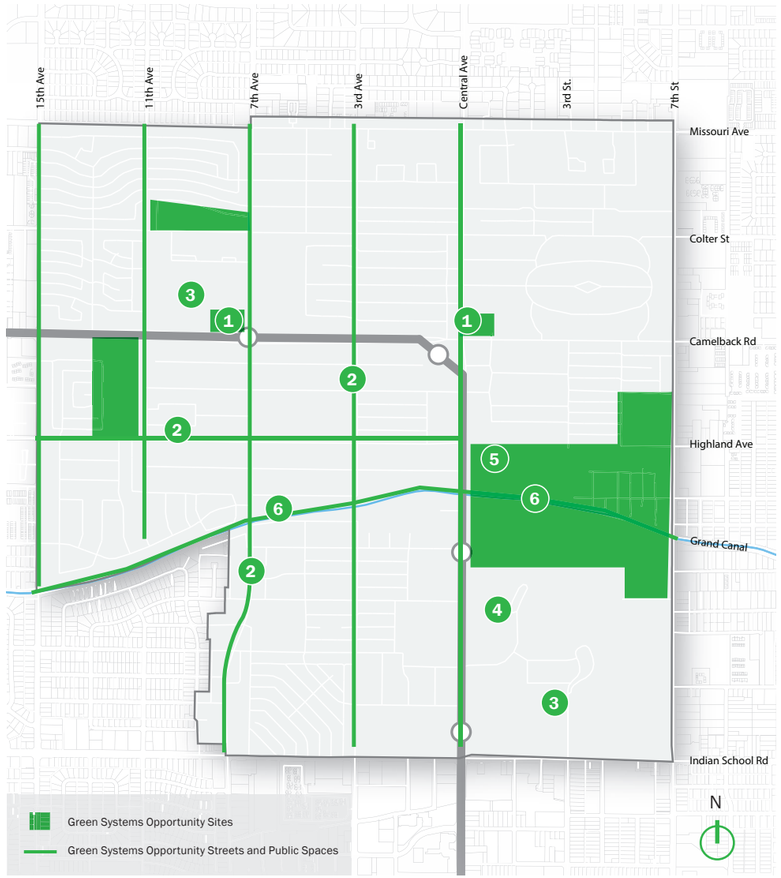
Degrees Fahrenheight

- Less Than 105°
- 105° - 115°
- 115° - 125°
- 125° - 135°
- 135° or More

Uptown Today

GREEN SYSTEMS ELEMENT

Investment Opportunities Map



Best Practices

1. Green Civic Space



2. Green Street



3. Green Parking



4. Neighborhood Retention



5. Water Harvest and Reuse



6. Shade and Cooling



60

UPTOWN TOMORROW

DISTRICT OVERVIEW

Community Vision and Master Plan



The Tommorow chapter contains a long range plan for the Uptown District with more detailed information for three Priority Development Areas: 7th Avenue, Central Corridor, and Steele Indian School Park. Each section includes a Community Vision and Master Plan.

The **Community Vision** is a descriptive story of Uptown as a Walkable Community in the year 2040. Hundreds of residents, business owners, property owners, and other stakeholders informed the Community Vision through a series of small workshops and surveys that were held in multiple locations throughout the district.

The **Master Plan** illustrates the physical form of the district by integrating data across the six Planning Elements and translating the Community Vision into urban design concepts and infrastructure investments, such as street improvements and open spaces. To ensure consistency with community input, technical feasibility, and inclusion of strategic opportunity sites, the Master Plan was produced during a week-long community design workshop that was attended by hundreds of residents, business owners, property owners, and urban development professionals.

Uptown Tomorrow

Applied Research Visioning

The Community Vision integrates input provided by hundreds of district stakeholders to form a broadly shared description of a desirable future. There are parenthetical references throughout that cite the date and location of community workshops, forums, surveys, interviews, etc. where the input was provided. This applied research approach enhances the validity of the vision by providing data evidence that it is legitimately community-based. For a complete documentation of the visioning data and methodology, see Arizona State University's Midtown Sustainability Vision report cited in the Appendix.

Event	Location	Date	Total Participants
SE1	Solano Elementary	03/01/13	8
SE2	M7 Street Fair	03/02/13	42
SE3	Amerischools Academy	03/05/13	18
SE4	Brophy College Prep	03/08/13	19
W1	Steele Indian School Park	03/30/13	12
W2	St. Francis Neighborhood	04/03/13	12
IN	1-on-1 Interviews	1/28/13 - 1/15/14	34
SLHI			
Total			**145**

Data Source Code

IN = Interview
F1 = Visioning Forum
F2 = Visioning Forum 2
FM = Visioning Forum Map
SE = Satellite Event
SQ = Question from Visioning Survey
W1 = Visioning Workshop 1
W2 = Visioning Workshop 2
VPS = Visual Preference Survey
SLHI = St. Luke's Health Initiatives' workshop

COMMUNITY VISION

The Uptown District in 2040

In 2040, the Uptown District has a unique identity with local, independent businesses, adaptively reused and mixed-use buildings, and walkable streets. Distinctive historic neighborhoods have preserved a family-friendly community and sense of place. A diversity of housing and jobs are available and bike paths, local farmers markets, civic plazas and high quality parks help make the District active, healthy, and pedestrian-friendly.

Theme 1: Historic Preservation

In 2040, historic preservation anchors the Uptown District. Charming single-family homes in historic neighborhoods create a unique identity[W2; IN; SE3; SE4]. Although new residents occupy mixed-use, live/work, and apartments along major streets, the "Four Corners" residential neighborhoods still stand strong [SE2; SE3; SE4; W1; W2; IN]. Each neighborhood sponsors historic home tours, which raises money to further improve and preserve these prized communities. Their authenticity has attracted residents, business owners, and visitors who appreciate the uniqueness and strive to preserve their character.

Theme 2: Local Businesses

In 2040, Uptown is a hub for local independent businesses that help retain money in the local economy and provide employment opportunities for residents [W2, VESC; ED]. Business associations support entrepreneurs with resources that encourage the continued growth of the local economy. Restaurants, cafés, and various 'mom and pop' shops are located throughout the area, further enhancing the draw of the Melrose Curve [IN; SE3; SE2; W2; ED]. In the Four Corners area, Uptown Plaza's courtyard and farmers' market has become a model for the redevelopment of other shopping centers, inspiring a similar concept within the redevelopment of Camelback Village Square on 7th Avenue. The emergence of Uptown's outdoor markets has sparked a neighborhood entrepreneurial community, as residents sell their crafts and build relationships around shared skills and hobbies [IN; W2; VPS; ED]. Weekends bustle with the brunch crowd and residents out grocery shopping.

In 2040, wide sidewalks have numerous covered patios and beautiful landscaping that creates a year-round pedestrian-friendly shopping destination [SE2; GS]. Many businesses are on the ground floor below housing or offices [IN; W2; SE2; LU; GS]. Other shops have moved into adaptively reused buildings that help create an authentic feel [W2; IN; SE3; GS]. Major thoroughfares also house business incubators that develop and support entrepreneurs who further enhance Uptown's character [W2; VESC; ED; LU]. These incubators are innovative, sustainable workspaces sharing creative office spaces, and using green building materials. They have spurred adaptive reuse projects across Uptown, and have drawn young professionals in pursuit of entrepreneurial support. This trend has made Uptown a housing destination and has attracted a diverse range of new companies - from eco-friendly wedding dress shops to small, creative design firms.



Theme 3: Shade and Active Lifestyles

In 2040, solar panel-covered parking [W2, VESC], permeable pavements [W2, VESC] and shade trees have made the District cooler, encouraging more people to walk, jog, and play outside [W2; VESC; GS; HE; SLHI] even on hot summer afternoons [MO, GS]. Buffered bike lanes and street parking have replaced a lane of traffic on Camelback Road, providing a safe route for bicyclists and shaded sidewalks for pedestrians [W2, VPS]. Revenue from historic home tours, festivals, and grants have helped finance tree planting initiatives. These projects have not only provided additional shade, but have helped foster a sense of community among residents.

In 2040, Steele Indian School Park hosts festivals and nighttime movies [VPS, W2] and each Sunday morning, residents flood the Grand Canal banks with bicycles, skateboards, and roller blades. The canal has shaded paths [SE3; SE4; SLHI, IN] that provide a pleasant strolling environment [HE, MO] and public art that communicates Phoenix's rich history. Shops and patios along the banks create a bustling canal "waterfront" where families can buy ice cream after a walk along the water.

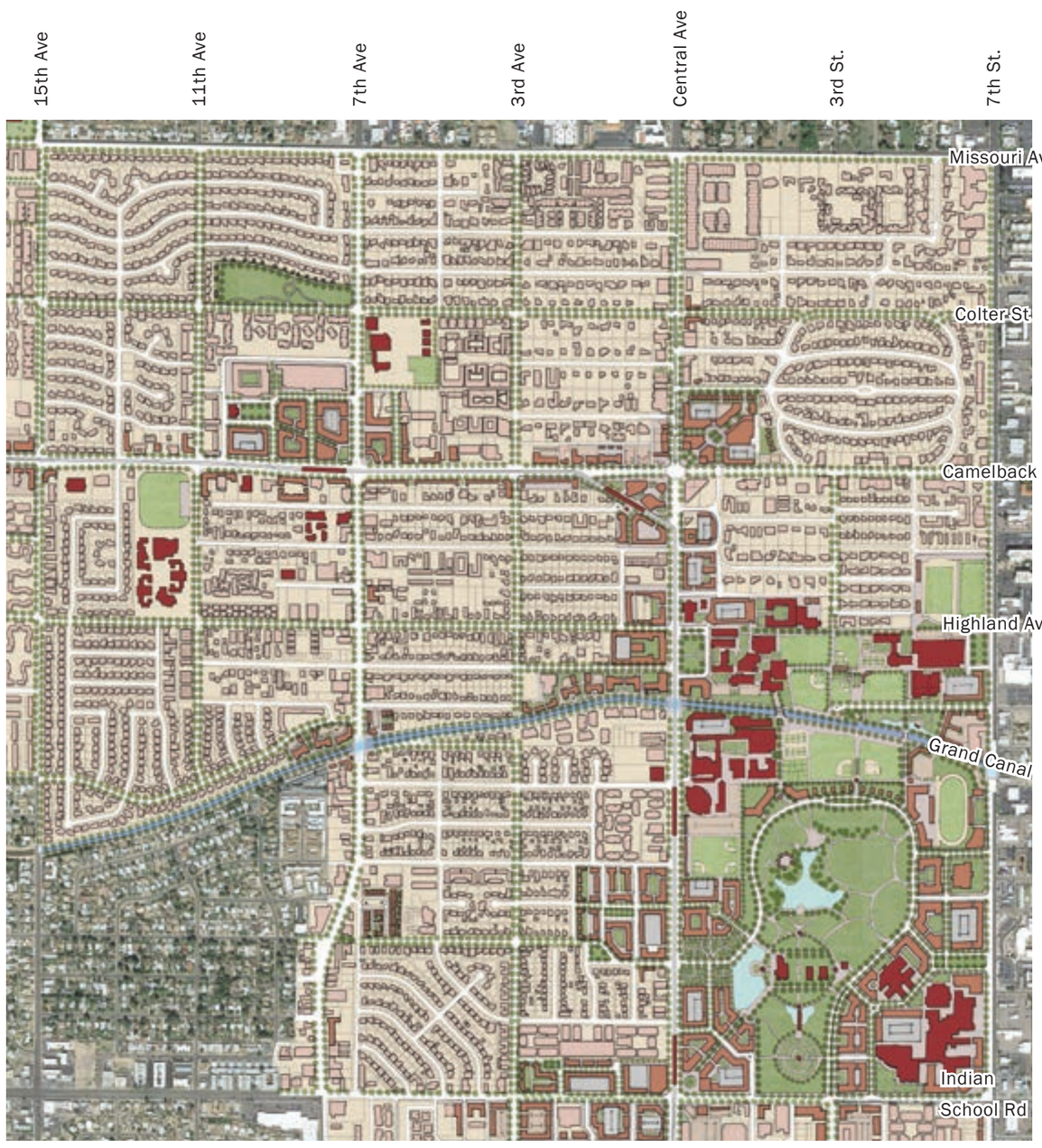
Theme 4: Housing Diversity

In 2040, Uptown provides a rich mix of housing options. Mixed-use and mixed-income buildings of varying heights supply clean and secure apartments for families and individuals of all ages, income levels, and occupations [SLHI, IN, W1, W2 VESC, SE3, HO] and live-work buildings provide services [W2,VESC], while helping entrepreneurs start up businesses by reducing housing costs [IN; SE3; W2, VESC]. Older commercial buildings have been adaptively reused for housing above shops and taller buildings help buffer surrounding neighborhoods from traffic noise on major roads [SE2].

MASTER PLAN | DEVELOPMENT

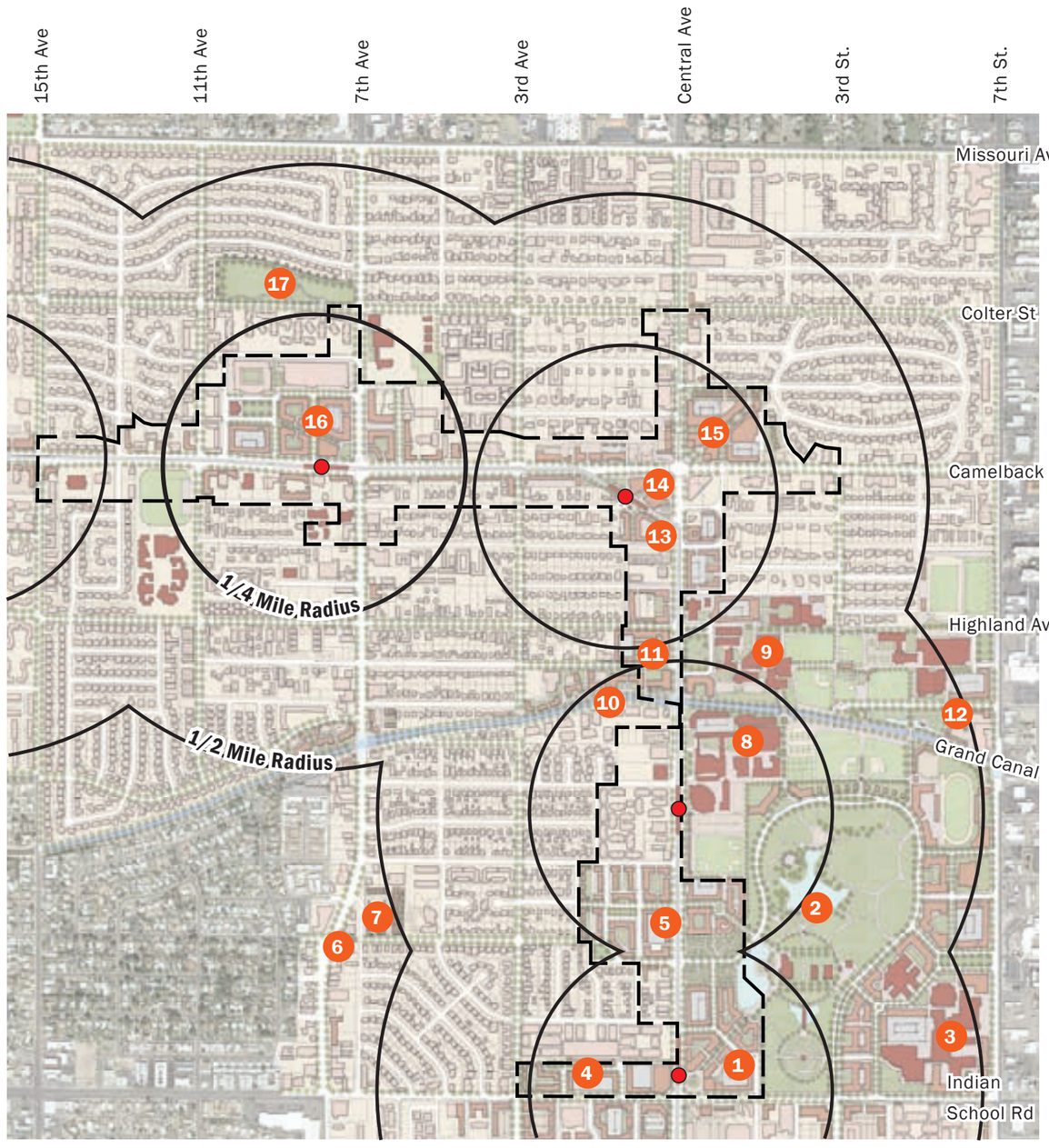
The Master Plan shows a development scenario that illustrates the Community Vision. Proposed new development is generally shown on vacant properties, or in locations where redevelopment is likely to occur based on future market trends.

The purpose of the Master Plan is not to show development exactly as it will occur, but to help identify opportunity sites, address areas needing urban "repair", propose a system of open spaces, illustrate the scale and type of development, and to provide guidance for the Walkable Urban form based code.



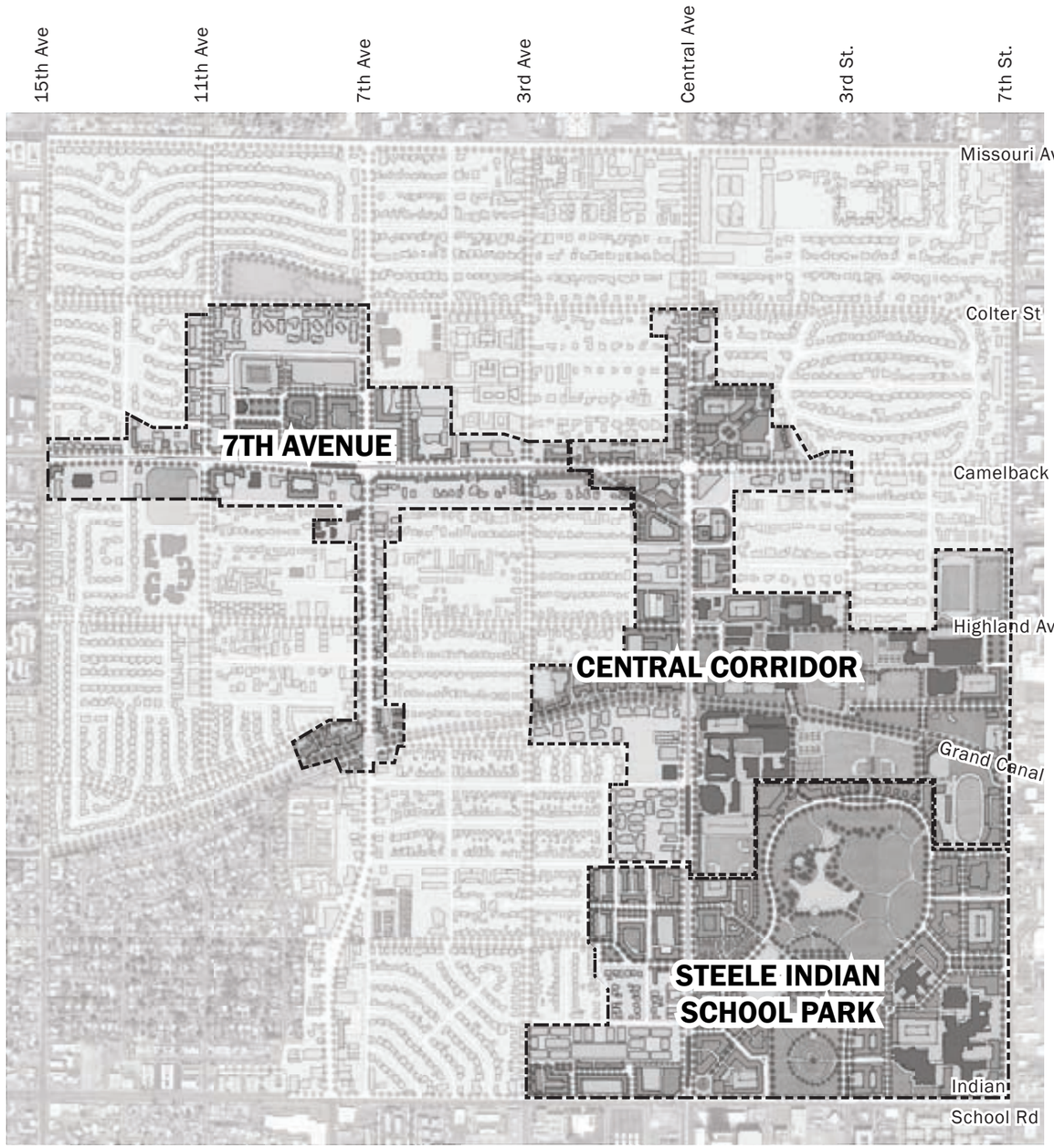
MASTER PLAN | ANNOTATIONS

1. NE corner of Indian School Road and Central Avenue: An infill development is proposed for the site that makes a strong connection between the light rail stop at the intersection, and the view corridor to the historic school and mountain beyond.
2. Steele Indian School: The plan proposes a shared street path around the park and better connections to adjacent development.
3. Carl T. Hayden VA Medical Center: A retrofit concept is shown that consolidates most of the parking into garage structures, and proposes new buildings that engage with the park edge.
4. NW corner of Indian School Road and Central Avenue: This large parcel is candidate for affordable housing development and potentially a grocery store as residential density increases.
5. Large parcel on Central Avenue and Glenrosa Avenue: An infill development is proposed that restores the street network and transitions from higher density development along Central Avenue to smaller scale building types facing the existing neighborhood.
6. Melrose Curve: Existing success in this area is reinforced with better connections to the light rail corridor.
7. Vacant parcel at 6th Drive and Glenrosa Avenue: The proposed infill development includes live/work townhouses.
8. Central High School: The plan establishes better connections between the school and Steele Indian School Park, and to Brophy College Preparatory and Xavier College Preparatory High Schools to the north.
9. Brophy College Preparatory High School: The plan includes a parking garage proposed near St. Francis Elementary School, as well as better utilization of the adjacent Grand Canal banks.
10. Grand Canal: The plan includes both bike and pedestrian improvements for the canal banks, as well as concepts for private development.
11. A residential redevelopment is proposed along the canal that takes better advantage of the canal amenity.
12. The area is proposed to be developed as a learning center in a park-like setting.
13. Mixed use development is proposed for the properties adjacent to the light rail corridor near Central Avenue and Camelback Road, with special consideration given to building transitions abutting existing neighborhoods.
14. The plan incorporates the current development plan for the triangular site between the light rail stop and Central Avenue and Camelback Road.
15. The plan illustrates a potential destination retail development.
16. Shopping Center Retrofit: The plan includes a proposed infill development of the existing shopping center parking lot and an adaptive reuse of the existing buildings.
17. Colter Park: “Granny Flats” are proposed for the alley facing the park in order to activate the edges and provide “eyes on the park.”



MASTER PLAN | PRIORITY DEVELOPMENT AREAS

Priority Development Areas are targeted for additional real estate development, housing, and business investment. They take advantage of key assets, such as light rail stations, the Grand Canal, Steel Indian School Park, 7th Avenue Merchants Association, and Historic Neighborhoods. These areas also had the most community support for redevelopment and need for focused investment.



Uptown Tomorrow

Uptown Tomorrow

MASTER PLAN | OPEN SPACE

The Open Space Plan identifies strategic sites to for publically-accessible green space. The proposed locations take advantage of existing assets, vacant lots, and surface parking. They are also located to maximize existing and future resident access, and provide district stormwater management facilities.

To provide more opportunities for community interaction, the plan proposes various small plazas and squares within walking distance of most residential areas. These open spaces are ideal locations to cluster neighborhood-oriented small businesses, such as corner markets, laundromats, and cafés.

OPEN SPACE PRIORITIES

1 7TH AVENUE AND CAMELBACK ROAD (CAMELBACK VILLAGE SQUARE)
- PLAZA
- PASEO

2 GRAND CANAL
- CANALSCAPE PEDESTRIAN AND BICYCLE ENHANCEMENTS
- PUBLIC ART

3 STEELE INDIAN SCHOOL PARK
- COMMUNITY RECREATION CENTER
- CONNECTION TO CANAL



MASTER PLAN | COMPLETE STREETS

The Complete Streets plan indicates streets and intersections that are prioritized for improvement based on community input, data analysis, and field observations. New conceptual designs for these streets have been included in the Appendix to help improve walking and bicycling conditions. These can be used as replicable tools for street and intersection retrofits in a variety of contexts and to inform new Complete Street design standards.

COMPLETE STREET PRIORITIES

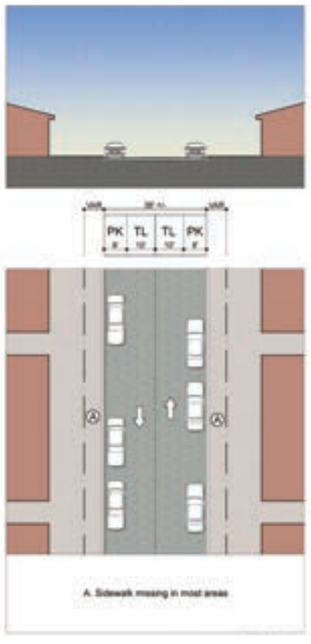
1. HIGHLAND AVENUE
2. 7TH AVENUE
3. 3RD AVENUE

RETROFIT STREET SECTION

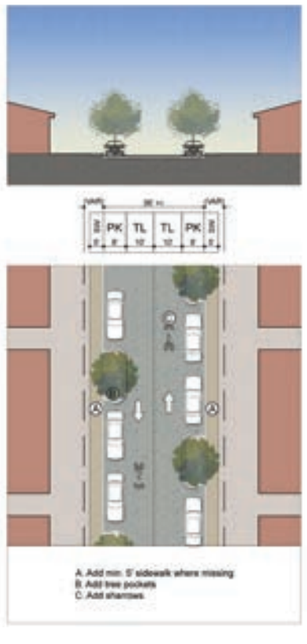
B HIGHLAND AVENUE

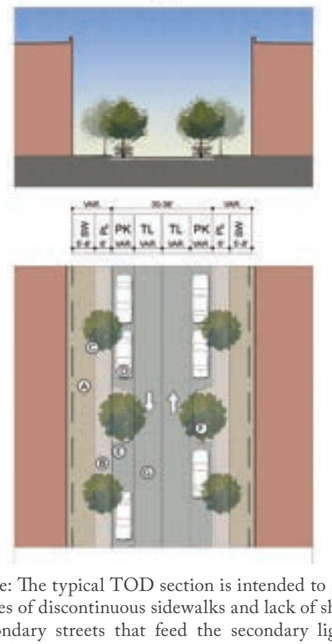
"TYPICAL TOD" RETROFIT

Existing

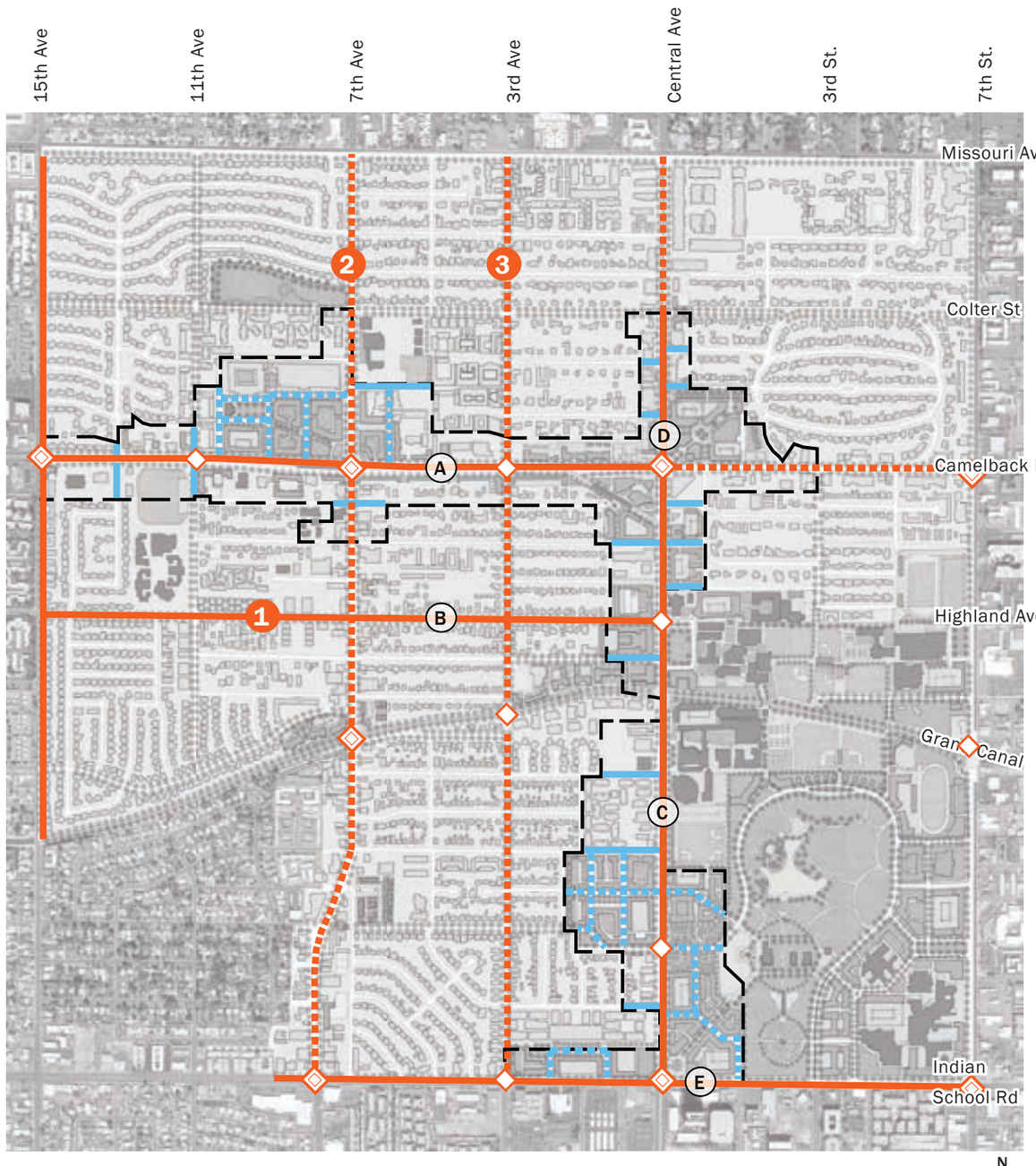


Proposed





Note: The typical TOD section is intended to address issues of discontinuous sidewalks and lack of shade on secondary streets that feed the secondary light rail corridor.



MASTER PLAN | PUBLIC TRANSIT

The transit plan indicates transit routes that are prioritized for improvement based on community input, data analysis and field observations.

Mobility Hubs are clusters of transportation enhancements around major public transit stations.

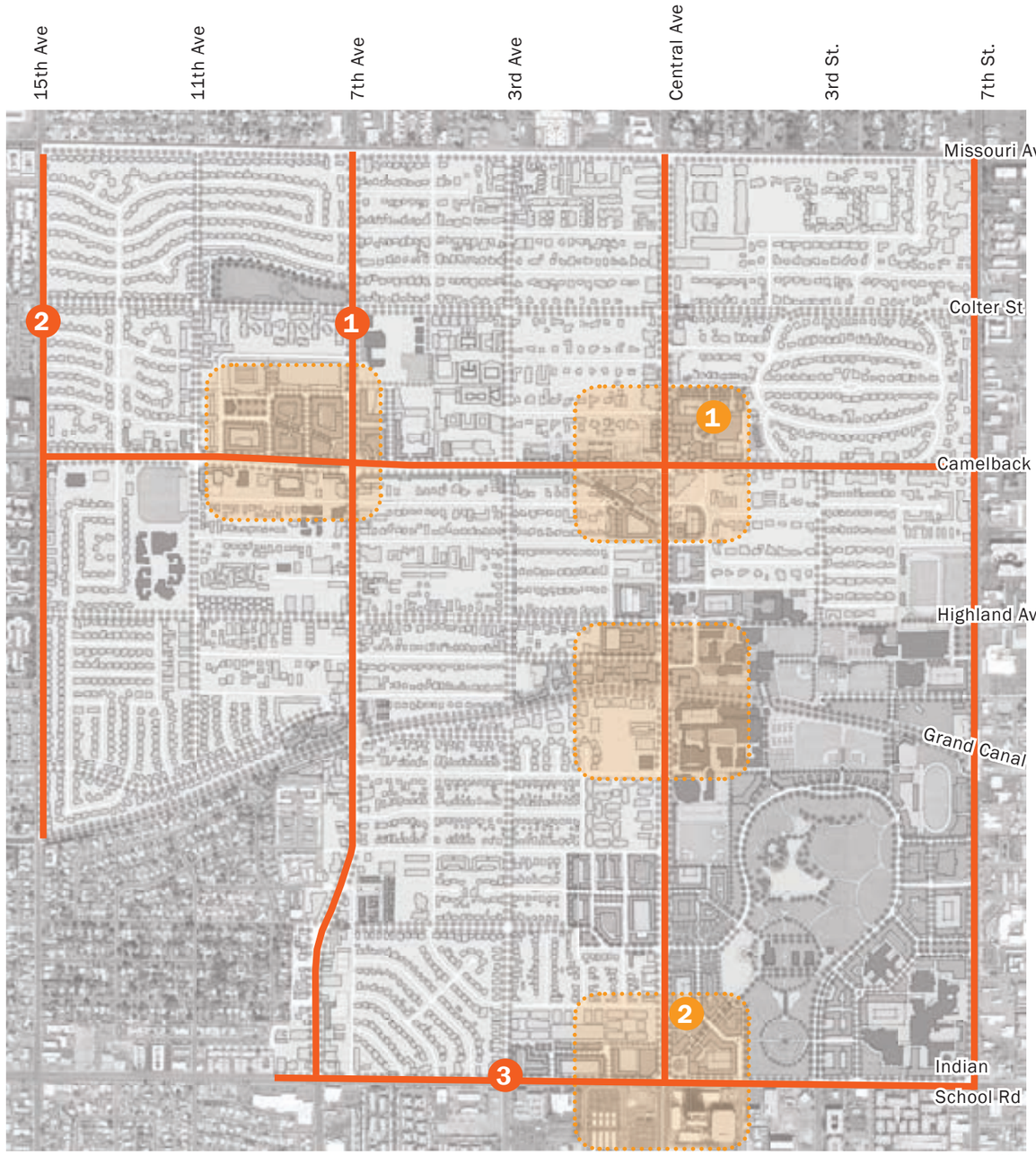
TRANSIT MOBILITY HUB PRIORITIES

1. **CENTRAL AVENUE AND CAMELBACK ROAD STATION**
2. **CENTRAL AVENUE AND INDIAN SCHOOL ROAD STATION**

TRANSIT ROUTE PRIORITIES

1. **7TH AVENUE**
2. **15TH AVENUE**
3. **INDIAN SCHOOL ROAD**

Uptown Tomorrow



*Transit Mobility Hubs are clusters of transportation enhancements around major public transit stations.

MASTER PLAN | WALKABLE URBAN CODE

The Walkable Urban Code plan guides rezoning to the new WU Code. The plan identifies the rezoning locations and intensity level Transect sub-districts that are consistent with the Vision and Master Plan.

The plan serves as policy guidance and is not regulatory. Additional outreach and research on underlying entitlements and appropriateness of specific properties will be conducted during the rezoning process.

Framework

The Transit Oriented Development Strategic Policy Framework document identifies the Placetype for certain light-rail stops within the District.

Like the Conceptual Master Plan, the Placetype models inform the proper scale and character of the Districts, which is then encoded in the Regulating Plan.

INDIAN SCHOOL ROAD & CENTRAL AVENUE

	Major Urban Center	• Entertainment Destination • Retail Destination • Mid Rise Living • Office Employment	• Mid Rise • Apartment • Town house • Row house	• Mid-Rise Office & Hotel • Under 40,000 sq. ft. single tenant retail footprint Incentive: 60,000 sq. ft.	• Regional Destination • High Regional Accessibility	• Medium-High Intensity • 4-8 Stories • Incentive: 15 Stories

CAMPBELL AVENUE & CENTRAL AVENUE

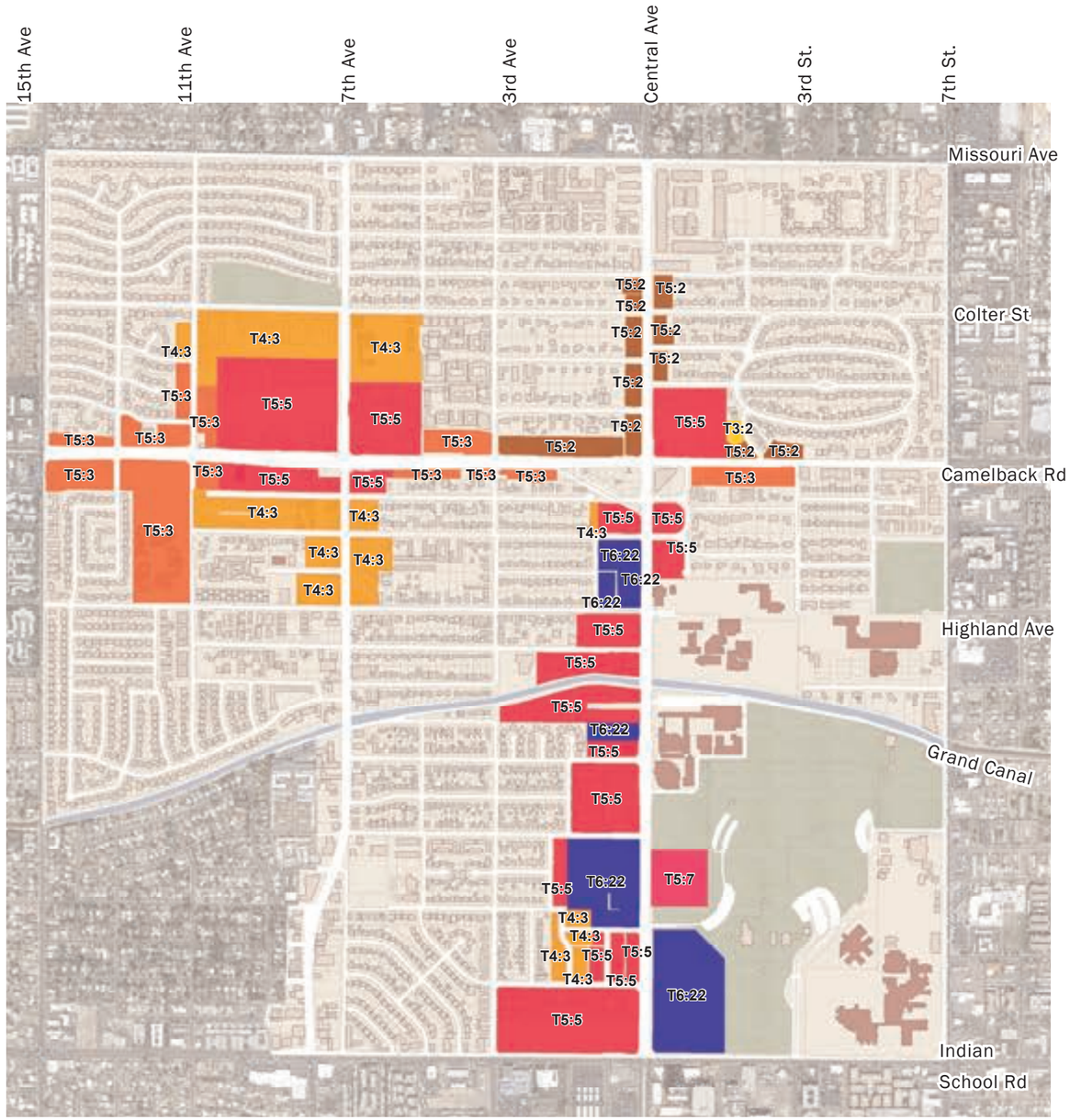
	Minor Urban Center	• Balanced Commercial & Residential • Retail Destination • Entertainment Destination • Some Employment	• Mid Rise • Apartment • Town house • Row house • Live/Work	• Low-Rise Office • Under 40,000 sq. ft. single tenant retail footprint Incentive: 60,000 sq. ft.	• Sub-Regional Destination • Medium Regional Accessibility	• Medium-Low Intensity • 2-5 Stories • Incentive: 7 Stories

CENTRAL AVENUE & CAMELBACK ROAD

	Historic Neighborhood Center	• Primarily Residential • Neighborhood serving retail • Limited employment	• Apartment • Town/Row Home • Live/Work • 2 or 3 unit • Single Unit	• Low-Rise office • Under 20,000 sq. ft. single tenant retail footprint	• Neighborhood Destination • Less Regional Accessibility	• Low Intensity • 2-4 Stories • Incentive: 5 Stories

7TH AVENUE & CAMELBACK ROAD

	Medium Urban Center	• Balanced Commercial & Residential • Retail Destination • Entertainment Destination • Some Employment	• Mid Rise • Apartment • Town house • Row house • Live/Work	• Low-Rise Office • Under 40,000 sq. ft. single tenant retail footprint Incentive: 80,000 sq. ft.	• Sub-Regional Destination • Medium Regional Accessibility	• Medium Intensity • 3-6 Stories • Incentive: 10 Stories

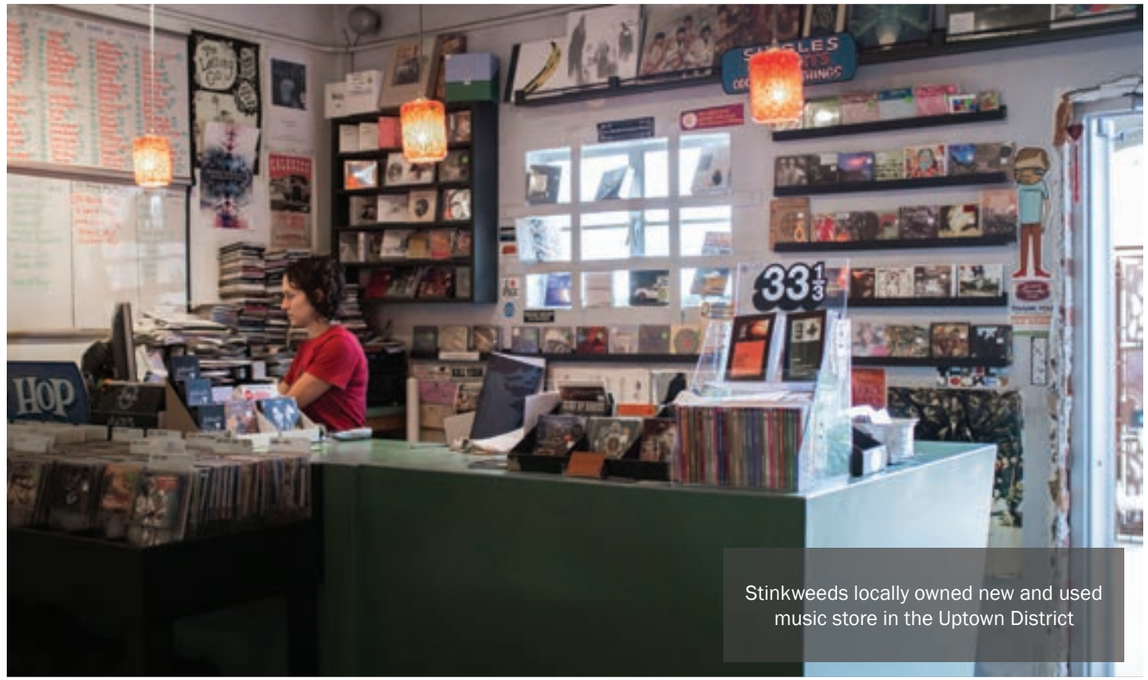


ReinventPHX Conceptual Zoning Plan

CENTRAL CORRIDOR



Charlie Jones, Uptown Steering Committee member, with his neighbors in the Pierson Historic Neighborhood.



Stinkweeds locally owned new and used music store in the Uptown District

COMMUNITY VISION

A Unique Destination

Overview

In 2040, the area around Central Avenue is a hub for independent and start-up businesses, with a variety of locally-owned stores, retail, and restaurants unique to Phoenix. This area is a destination for shopping and dining [IN; SE3; SE4; W1, VESC; W2, VESC], and is a pedestrian-friendly balance of commercial and residential development [IN; SE2; W1, VESC; W2, VESC].

Theme 1: Small Businesses

In 2040, Central Avenue is lined with mixed use, live-work, and creatively reused buildings [W1, VESC; SE4; IN] that contain cafés, small retail stores, and restaurants on the ground floor, with offices and apartments above.

Buildings that have been constructed over the past two decades have been generally 3 to 5 stories [W2, VPS] and are compatible with adjacent neighborhoods, provide noise and activity buffers from major streets, and have activated the area's previously vacant lots [SE2; SE3; IN]. There is activity throughout the day, with commuters stopping for coffee before work, students coming to and from high schools to the south, and local employees enjoying lunch. Residents and visitors enjoy the convenient neighborhood nightlife [SE4; SE3; W1; VESC]. Artists exhibit in the new civic space at Uptown Plaza and the outdoor markets and festivals attract people from all over the city [SE2; SE3; W2, VESC]. Central Avenue is even more desirable in 2040, attracting professionals and artists to move into the area [W1].

Theme 2: Walkabilty

With popular, local businesses, restaurants, and residential developments, Central Avenue has transformed into a lively pedestrian environment [W1, VPS; W2, VPS; SE4; IN]. The street is multi-modal, with the light rail and a shared bike lane that reaches the Murphy Bridle Path [IN, W2; VPS].

There are wide, shaded sidewalks on both sides of the street [SE3; W2, VPS], and bicycle lanes has helped slow down traffic. People feel safe walking, biking and enjoying the businesses and parks at any time of day [W1, VESC; W2, VPS; SE4; IN]. Further, increased pedestrian safety has improved light rail ridership, with more neighbors walking to the stations. Parents are more comfortable with children walking and riding bicycles in the area now that traffic moves slower and there are more people outside providing "eyes on the street" [SE4]. Walkability, bike lanes, and light rail use have reduced the demand for parking, and in 2040, businesses thrive on bicycle and pedestrian traffic. Uptown is a popular destination, and Central Avenue vibrant streetscape is a major contributor [W1, VESC; W2, VPS; SE4].

Theme 3: Green Streets

In 2040, a collaboration between local schools, businesses, and Salt River Project has helped transform Central Avenue into lush, green corridors. Street trees, plazas, and shade structures have created beautiful, cool, and walkable streets for pedestrians [W1, VESC; W2; SE3; IN]. Visitors and residents can now comfortably travel from the Grand Canal to the Murphy Bridle Path under well-maintained trees with large, dense shade canopies. [SE3; SE4].



LIFE NEAR CENTRAL AVENUE IN 2040

"My husband and I moved into a condo on Central a few years ago. A typical day begins with a breathtaking sunrise over the Phoenix Mountain Preserve. We might take a dip in our building's pool, or have a coffee at Lux and talk with neighbors. We're amazed at the time we save without an entire house to keep up with. In the evening, we often walk to our daughter's bakery on Camelback to pick up our grandson, who we babysit while she is busy selling croissants.

We couldn't ask for a better area to watch such a spirited 5 year-old. There are several small parks close by, so he gets his pick of playgrounds and grassy areas for running around. He has a little bike, and we let him ride in the bike lane, now that it's protected from the street. I don't tear my hair out with fear that he is going to suddenly ride into traffic (as I did with my own children)."



Existing Conditions



Uptown Tomorrow

MASTER PLAN

Central Avenue and Camelback Road

Important Crossroads

The crossing of two major thoroughfares, Central Avenue and Camelback Road, along with the diagonal turn of the light rail, create an important node within the city.

The resulting triangular development site formed by the diagonal light rail station will be a local landmark in the future (the site is shown in its current vacant condition for clarity).

The illustrations show a concept for redevelopment of the Uptown Plaza shopping center, featuring a mix of retail stores connected by a series of plazas, shared street and pedestrian passages. Townhouses and single-family houses face the existing Windsor Square neighborhood.

Along the north side of Camelback Road and west side of Central Avenue, new small-scale development is mixed with existing storefronts. The buildings step back toward the alley to provide a transition to the residential neighborhood beyond.

Key Plan



N

Annotated Master Plan

Legend

1. Light rail stop at Central Avenue and Camelback Road
2. Previously proposed mixed-use development
3. New low-rise mixed-use infill
4. Proposed long-term redevelopment of the Uptown Plaza site featuring destination retail and dining
5. Central plaza connected by shared street
6. Internalized parking garages
7. Anchor retail
8. Pedestrian connection to neighborhood
9. Townhouses facing Medlock Drive
10. Single family residential lots facing N 2nd Street
11. Service alley



1 Existing **Light Rail Station**

2 Site of a proposed high-rise **Mixed-Use Development**

3 **Live/Work** - New second floor units over existing storefronts

4 Existing office building is retrofitted for residential use as an **Adaptive Reuse Development**

5 **Walkable Urban Center** - Redeveloped Uptown Plaza with restaurants, shops and structured parking

6 New single-family lots proposed to face 2nd Street encourage a **Walkable Suburban Neighborhood**

7 **Walkable Urban Low Rise Housing** - Townhouses facing Medlock Drive

8 New buildings step down at the alley transitioning from the **Walkable Urban Low Rise**



CATALYST PROJECT: ADAPTIVE REUSE

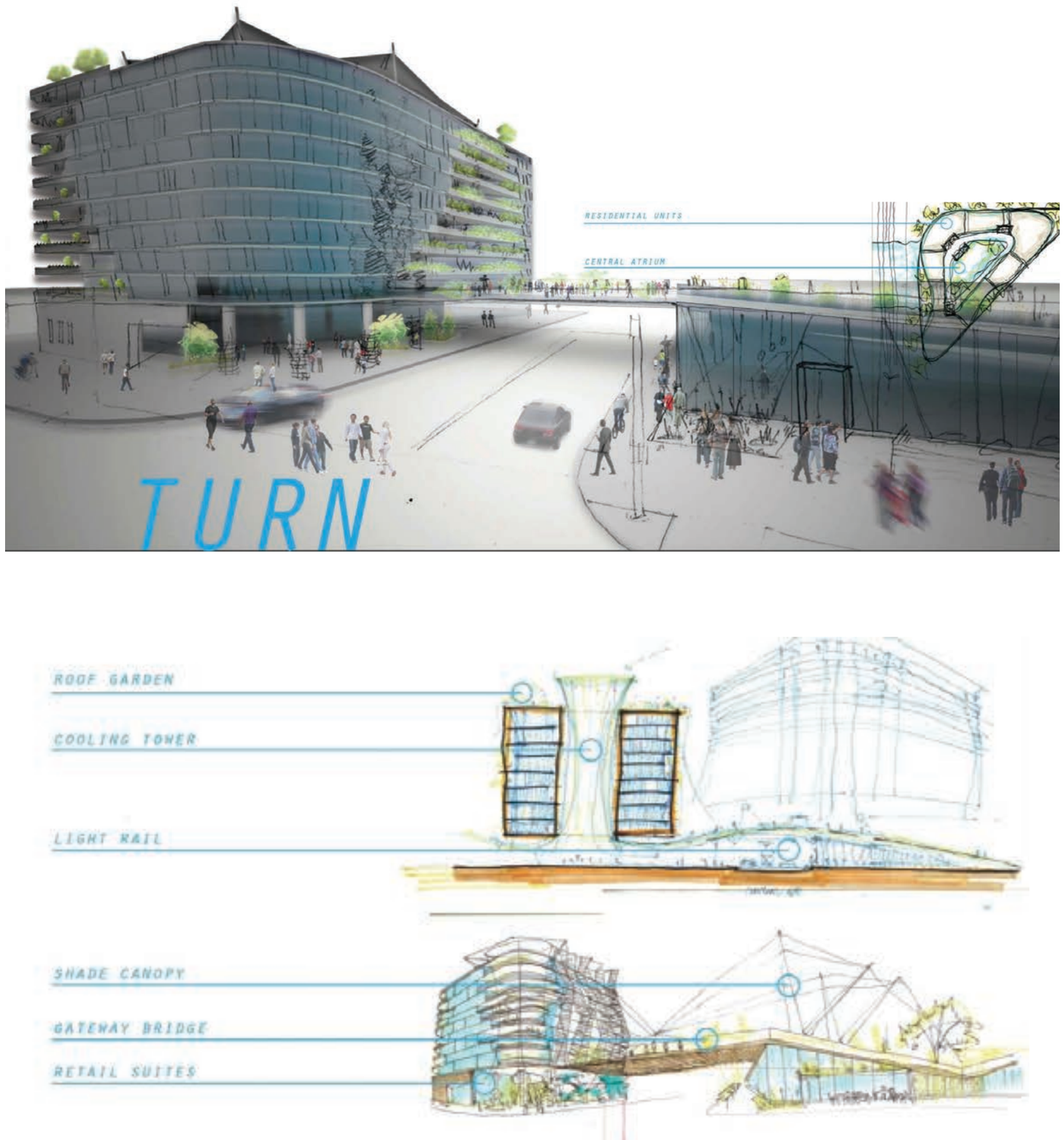
Office Building to Residential Mixed Use

The mid rise office building on the southeast corner of Central and Camelback is experiencing vacancy issues and is a candidate for converting some of the floors into residential units. The concept proposed Green construction techniques, including a cooling tower and a rooftop garden. Balconies provide mountain views and a pedestrian bridge provides a safe and convenient crossing to Uptown Plaza.

Workshop participants noted that a bridge may divert pedestrian traffic away from the sidewalks; however, with proper design it may enhance streetlife by providing a structural shading element to sidewalks, patios and outdoor seating below.

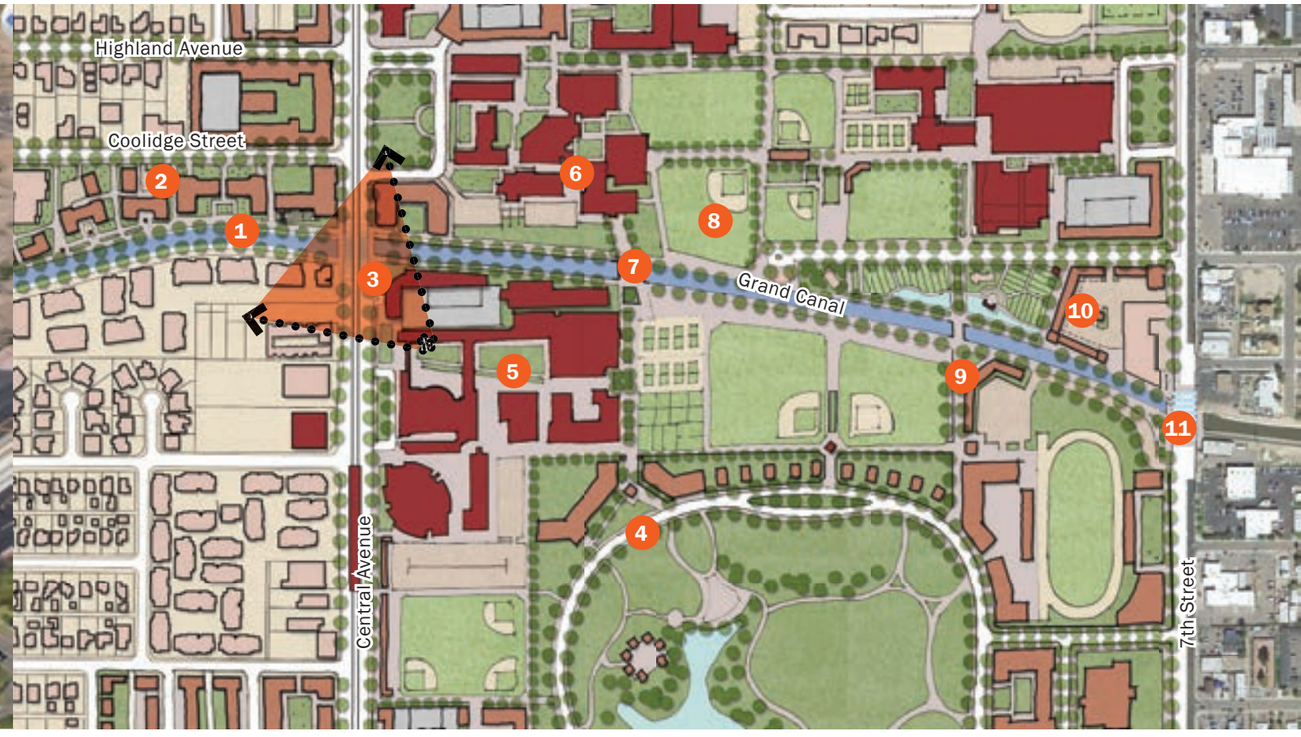
Key Plan





Uptown Tomorrow





MASTER PLAN

Central Avenue and Grand Canal

The rendering on the next pages illustrate the potential for new development to engage the canal. The development benefits from the aesthetic and cooling impacts of the canal, while the canal, and associated bike and pedestrian trails, benefit from having more "eyes on the street," and more shade along the way.



Key Plan



N

Annotated Master Plan

Legend

1. Enhanced canal banks with new bike/pedestrian trail on north side of canal, and shade trees where permitted by right-of-way width.
2. New development oriented towards canal.
3. Enhanced pedestrian/bike crossing improvements at Central Avenue.
4. Better connections between Steele Indian School Park and Grand Canal.
5. Central High School.
6. Brophy College Preparatory High School.
7. Proposed "Learning Bridge".
8. Existing sports fields.
9. Proposed pedestrian bridge near 5th Street.
10. Triangular property between Meadowbrook Avenue and Grand Canal proposed as a learning center by Arizona Forward. The learning center features a farmer's market, teaching farm, and amphitheater. Historic buildings on the site are proposed to remain.
11. Enhanced pedestrian/bike crossing improvements at 7th Street

2040 Vision



3 A Phoenix bird origami provides inspiration for a **Public Art**-infused shade structure at the Central Avenue crossing

1 **Mixed use Development** at Central Avenue and Grand Canal provides activity at an important crossing. Outdoor dining takes advantage of the cooling aspects of the canal.

2 Colored and textured paving signals the importance of the canal crossing, and induces **Traffic Calming** at this **Safe Intersection.**

3 **Engineered Shade and Cooling** over bridge sidewalks

4 A proposed canal observation pier provides **Public Art** and is on tracks and can be retracted when the canal is serviced.

5 New development creates an **Active Frontage** along the canal and enhances the edge with landscaping outside of the canal right-of-way.

6 A Sculpture garden displays local **Public Art**

7 **Paseos** (pedestrian passages) provide access to the canal from the neighborhood

8 **Public Parking Facility** provides shared parking to surrounding businesses.

Grand Canal

Central Avenue

STEELE INDIAN SCHOOL PARK

Uptown residents gardening at PHX Renews: a temporary activation of vacant property adjacent to Steele Indian School Park.



COMMUNITY VISION

Steele Indian School Park Area

Overview

In 2040, the area around Steele Indian School Park is home to healthy lifestyles and affordable residences. The variety of affordable housing opportunities attracts a diverse population, from young artists to families. [SE2; SE4; IN; W2]. Residents enjoy walking or biking to their destinations on shaded, safe pathways [SE3; SE4; SE5; SE6; IN; W2], and the park is a landmark destination for sports and recreational programs [SE2; SE3; SE4; IN].

Theme: Mixed-Income Housing

In 2040, former vacant lots are now developed with a variety of residential units IN]. Live/work housing draws artists who can exhibit in the park or in the new civic space at Uptown Plaza [SE3; SE4; IN]. Families of all incomes live in mixed-income apartments [SE3; W2, VESC], some in buildings up to 15 stories, which were constructed to meet the high demand for housing in the District and architects designed thoughtful height transitions adjacent to existing neighborhoods [SE3]. A strategic partnership between the Carl T. Hayden VA Medical Center and housing agencies led to the development of high quality supportive housing for veterans on the VA campus. The apartments are a short walk to light rail and Steele Indian School Park, with its art exhibits and popular farmers market [W2, VPS].

Local restaurants provide outdoor patio dining and food trucks frequent the park for festivals and fairs [SE3; IN]. Residents of mid-rise buildings wake up to the Phoenix sunrise and mountain vistas each morning, and enjoy views of lively streets [IN]. PHX Renews, a community-based initiative to transform vacant lots, began here decades ago. To memorialize this program, real estate developers along Central Avenue have preserved a large community garden that was originally built by the project, a decision that paid off well, as it is has been the most popular amenity for their tenants and buyers.

Theme: Quality Recreation and Healthy Food

In 2040, Steele Indian School Park is a destination for residents and visitors alike. To the north, a shaded path connects the park to the Grand Canal, where people enjoy quiet, shaded walks from the amenities of the park to the scenery of the canal [SE3]. The park has new connections around its periphery [IN], making it easily accessible. Trees have been planted between sidewalks and traffic lanes on Central Avenue and Indian School Road, providing shade and safety buffers[SE3; SE5; SE6; IN; W2, VESC]. Central Avenue now has a highly visible shared car / bicycle lane that encourages bicycling and improves safety [SE3; SE5; IN].

A full service grocery store has been developed on the northwest corner of Central Avenue and Indian School Road, and its front door faces the light rail station. The store's management partnered with local growers who deliver their produce for the weekly farmers market at Steele Indian School Park and unpurchased goods are sold at the store. Softball fields, basketball courts, and a small skate park have cemented Steele Indian School park as a center for recreation [SE3; SE4; IN]. Community members have a Park event committee to organize concerts, movies-in-the-park, art shows, and cultural festivals throughout the year [SE2; SE3; IN].



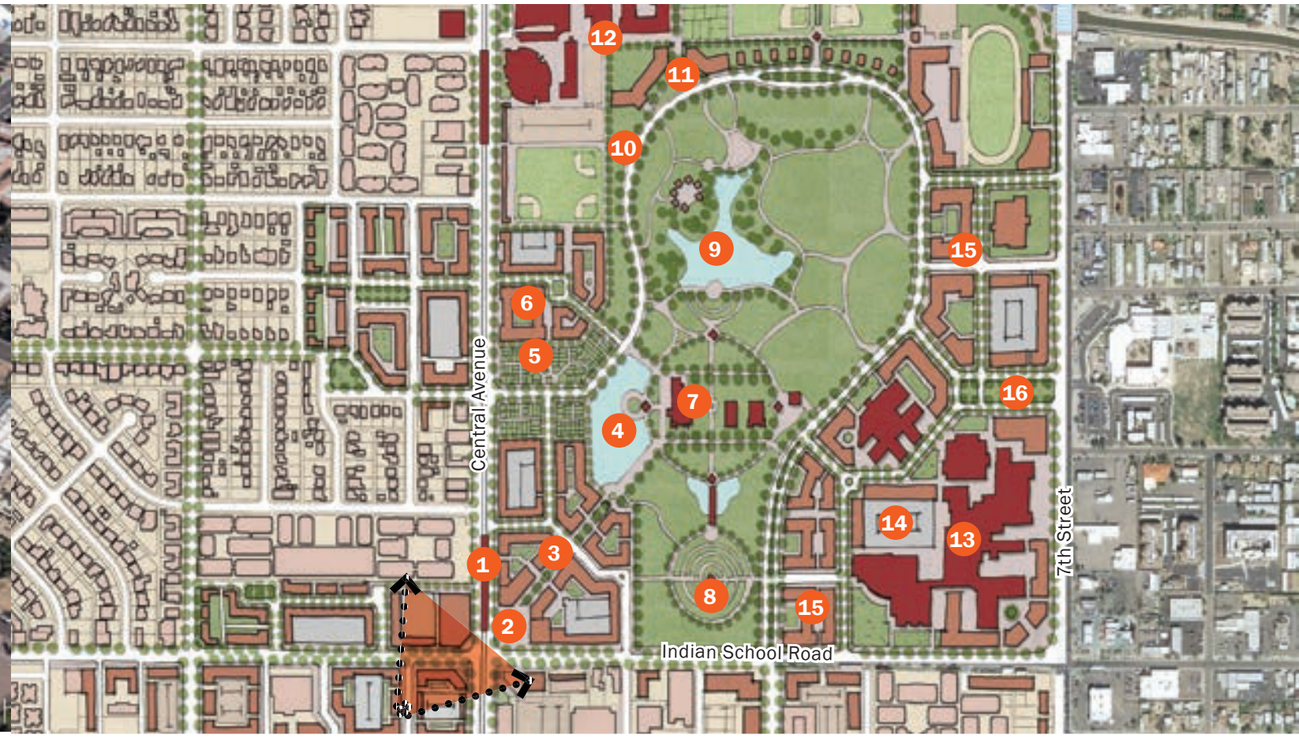
DAY IN THE LIFE NEAR STEELE INDIAN SCHOOL PARK IN 2040:

"I live in an apartment at Indian School and Central. As a single mom raising two kids on a teacher's salary, it's wonderful to be able to afford a home in a safe, lively community. We ride our bikes to school every morning. I have to stay later than my kids, but I'm comfortable with them riding home now that the bike lanes aren't next to cars, and there are so many other cyclists to watch over them.

When they are finished with school, they go to an afterschool program up the street. They take art classes, and sometimes get to work with professionals in a live-work studio a few doors down from our apartment. The artists love that they can afford workspace and don't have to commute. The parks around Uptown host craft fairs and art exhibits, and I often take the kids. I'm also happy to report that I have lost 10 pounds in the last year since I began cycling to work!"

Uptown Tomorrow





MASTER PLAN

Steele Indian School Park

Capitalize on Park Amenities

The plan takes advantage of large and strategic development sites adjacent to the park. A full service grocery store is proposed on the northwest corner of Central Avenue and Indian School Road. Improvements to the park include enhanced connectivity to the Grand Canal, proposed development along the perimeter and additional community facilities within the park.

Key Plan

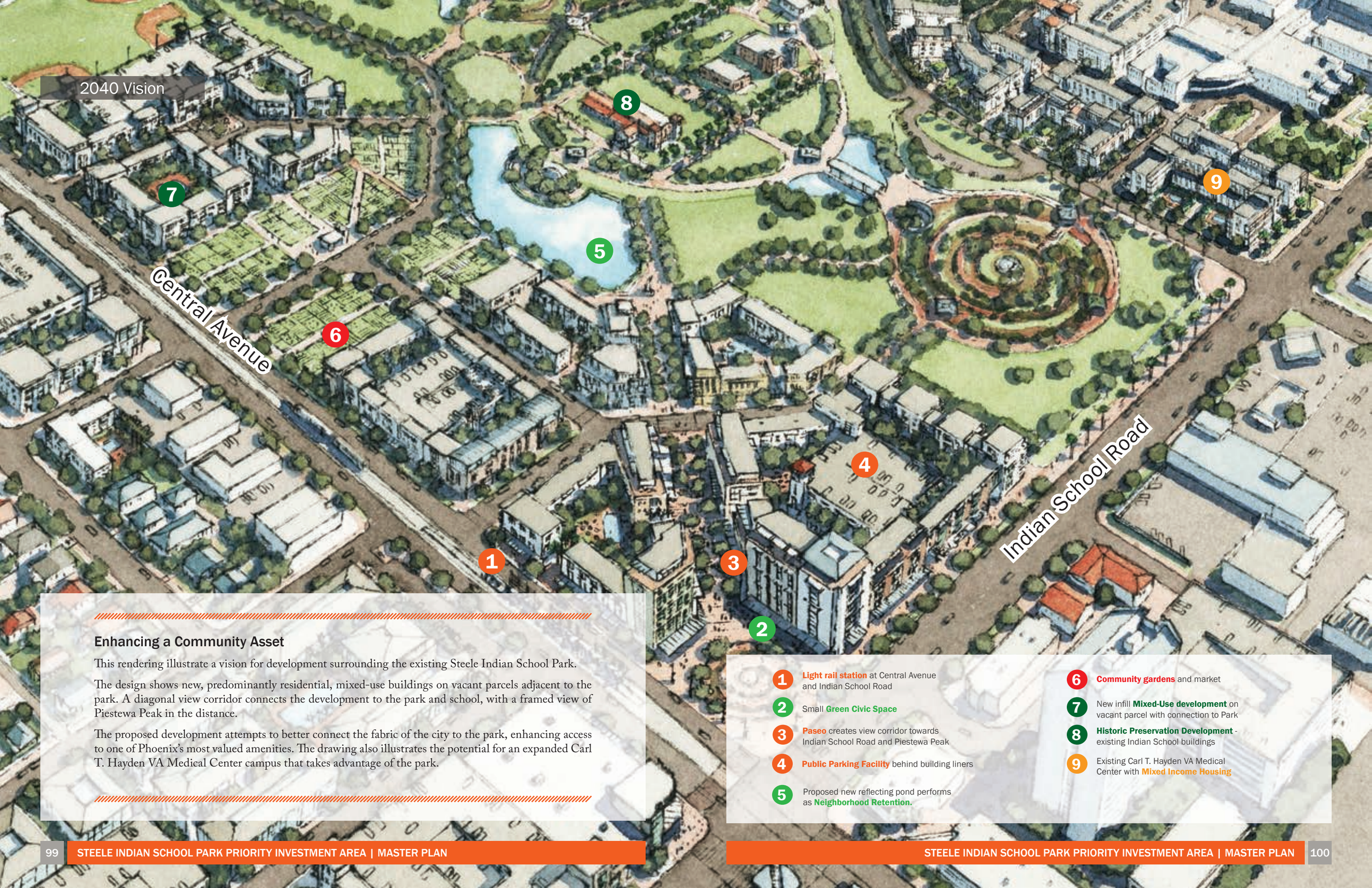


N

Annotated Master Plan

Legend

1. Light rail stop at Central Avenue and Indian School Road.
2. Plaza: the plaza incorporates themes of the Steele Indian School Park.
3. View corridor: a pedestrian paseo focuses views towards Steele Indian School Park and Piestewa Peak beyond.
4. Proposed new reflecting pool to enhance the views of Steele Indian School Park from Central Avenue and provide stormwater retention for surrounding development.
5. Community gardens and farmer's market.
6. Infill development on vacant parcel.
7. Historic Phoenix Indian School buildings restored as Community Facilities.
8. Existing labyrinth.
9. Existing lake.
10. Proposed shared street at perimeter of park: A perimeter street is proposed to provide better access to the park and to activate the edges. The street can be closed at times for bike and pedestrian use only.
11. Enhanced connection between the park and High School and Grand Canal beyond.
12. Central High School.
13. Existing Carl T. Hayden VA Medical Center.
14. Parking garage: a proposed structure will help consolidate parking and permit more efficient utilization of the site.
15. New buildings, whether associated with the Medical Center or independently developed, can take advantage of park views and access to healthcare services and jobs.
16. A new entry plaza proposed off of 7th Street.



Enhancing a Community Asset

This rendering illustrate a vision for development surrounding the existing Steele Indian School Park.

The design shows new, predominantly residential, mixed-use buildings on vacant parcels adjacent to the park. A diagonal view corridor connects the development to the park and school, with a framed view of Piestewa Peak in the distance.

The proposed development attempts to better connect the fabric of the city to the park, enhancing access to one of Phoenix's most valued amenities. The drawing also illustrates the potential for an expanded Carl T. Hayden VA Medical Center campus that takes advantage of the park.

1. **Light rail station** at Central Avenue and Indian School Road
2. Small **Green Civic Space**
3. **Paseo** creates view corridor towards Indian School Road and Piestewa Peak
4. **Public Parking Facility** behind building liners
5. Proposed new reflecting pond performs as **Neighborhood Retention.**
6. **Community gardens** and market
7. New infill **Mixed-Use development** on vacant parcel with connection to Park
8. **Historic Preservation Development** - existing Indian School buildings
9. Existing Carl T. Hayden VA Medical Center with **Mixed Income Housing**

7TH AVENUE

Teresa Stickler, Uptown Steering Committee member and President of the 7th Avenue Merchants Association with 7th Avenue business owners and residents.



Existing Melrose District Arch a bold placemaking statement.

COMMUNITY VISION

Overview

In 2040, the 7th Avenue corridor provides a unique, independent business destination and safe neighborhoods. Locally owned restaurants, coffee shops, and retail stores sit a few steps from wide, shady sidewalks [SE2; SE3; W1; W2; IN] Light-colored, permeable paving and solar panel shade structures have helped cool outdoor temperatures and reduce energy costs [W2, VESC]. Restaurants, bars, coffee shops, housing, co-working spaces and art galleries are thriving in the redeveloped Camelback Village Square, providing a northern anchor for the corridor [W2, VPS].

Theme: Unique Local Businesses

In 2040, 7th Avenue is full of life. What were once empty lots, buildings, and asphalt parking have been adaptively reused for local businesses and new mixed-use buildings create a vibrant street life [IN; SE2; W2]. A small circulator bus provides an easy connection to light rail stops on Central Avenue and Camelback Road. The 7th Avenue Merchants Association received a grant to grow businesses along the Curve, which has brought in exciting new vintage stores, internationally inspired restaurants, seasonal food markets, coffee shops, and community centers [SE3; SE2; IN; ED]. The Curve's annual "buy local" festival features businesses, restaurants, musicians, and artists [W2; SE2; ED].

On Camelback Road, a lane of traffic on each side of the light rail tracks has been replaced with a bike lane, street parking and sidewalk expansion [IN; W2], stimulating the development of new pedestrian-oriented mid rise buildings with apartments above ground floor retail and dining [W2, VPS] Developers were sensitive to neighborhood concerns and have transitioned buildings to lower heights adjacent to neighborhoods. The street redesign has better facilitated access to the light rail stations and has helped activate the street, increase community interactions, and foster a more neighborly culture. [IN; SE3].



Theme: Civic Space

In 2040, Camelback Village Square on the north side of Camelback between 7th and 11th Avenues, has been redeveloped as a mid rise, mixed use project. The oversized parking lot has become an open, civic space with an amphitheater [IN; W2] surrounded by housing, shops and nightlife and hosts concerts, speakers, school recitals and plays [W2]. Many events are free and individuals and families go for unique entertainment and private events provide revenue to Uptown's local business associations. Outdoor artisan markets are held regularly there [IN; SE2; SE3; W2, VPS], which are popular with both visitors and residents.

Theme: Cool Walking Environment

Most former large asphalt parking lots have been replaced by buildings in 2040. There are still some surface parking lots, but these have incorporated cool pavement technologies and are covered by solar panels [W2, VPS]. Business associations have been instrumental in incorporating cool pavement onto curbside parking and the main intersections of Camelback Road [SE2; W2, VPS]. This initiative has helped reduce surface temperatures where trees and awnings were not possible.

With grants from the Department of Energy, the City has worked with building owners to install solar panels over parking lots [W2, VPS]. Enough power is produced for the area's street and open space lighting, improving safety for pedestrians at night [SE3; IN].

DAY IN THE LIFE NEAR 7TH AVENUE IN 2040:

"I've been making wind chimes in the garage of my Yaple Park home for about 20 years now. I sell them at the plazas at Camelback and 7th, and Camelback and Central. I'm a proud member of a small business incubator that specializes in locally made artisanal goods. It's next to a popular coffee shop where patrons sit on the patio listening to my chimes as they enjoy their coffee. Sales have never been better!

Being disabled, I'm lucky to live in an accommodating part of the city. I can get from home to the light rail station in my wheelchair, then it's one stop to my shop in Uptown Plaza. Sidewalks are wide and shaded, with plenty of room for my wheelchair, and highly visible crosswalks. There are always people about who can lend a hand if I need it. On a typical Friday, you can find me watching a concert in the plaza, playing mahjong with some friends at the park by my house, or sitting outside of my favorite bar on Camelback, watching all of the people enjoy the nightlife."



MASTER PLAN

Camelback Village Square

Shopping Center Redevelopment

The plan and illustrations show a major redevelopment of the existing Camelback Village Square shopping center. The existing parking lot, which encompasses the area of six city blocks, is retrofitted with new mixed-use buildings that transform the hot, open space back into a series of walkable city blocks.

The existing shopping center buildings are retained but adapted to other uses which could include small business incubators and art studios.

The grocery store is proposed to be relocated closer to the light rail stop with structured garage parking in place of surface parking.

Key Plan





N

Annotated Master Plan

Legend

1. Light rail stop at Camelback Road and 7th Avenue
2. Grocery relocated to corner near light rail stop
3. Pedestrian connection to new civic square
4. Internalized parking structure
5. Civic green
6. Proposed civic structure
7. Former grocery store converted to live/work studios with courtyard
8. Existing shopping center integrated into new development

A New Camelback Village Square

This rendering illustrate a vision for development surrounding the big box retail. The design shows new, public parking facilities and mixed-use development buildings on vacant parcels adjacent to the existing development. A diagonal view corridor connects the development to the Light Rail Station and surrounding neighborhood.

The proposed development attempts to establish a better connection between the light rail station and newly developed shops, restaurants and businesses.

The drawing also illustrates the potential for green civic spaces and open space for gathering and outdoor dining experiences.

1. **Paseo** creates a grand entrance for pedestrian and connects shops restaurants and businesses.
2. **Adaptive Reuse Development** replaces the existing use with business incubator space and art studios.
3. Existing **Light Rail Station** at Camelback Road and 7th Avenue.
4. Proposed **Green Civic Space** becomes a landmark gathering space with shade and cooling near the intersection.
5. Relocated **Full Service Grocery Store** with a public parking facility in place of surface parking.
6. Proposed **Green Civic Space** provides a relief from the bustling Camelback Road Corridor.
7. New **Mixed Use Development** replaces the previously hot underutilized surface parking.



CATALYST PROJECT: CANALSCAPE

Canal Restoration

The photo above shows the existing conditions of the Grand Canal near the crossing at 7th Avenue The photo simulation on the following pages illustrates private development taking advantage of the canal adjacency before infrastructure improvements are made. Bike and pedestrian improvements shown in this proposal follow private development.

The below historic photo is of the Grand Canal looking west toward St. Francis Parish Church, circa 1930's.



Key Plan





2 This photo-simulation image illustrates how development may precede canal improvements. The new development enhances the canal from within the private property by facing buildings toward the water and providing climate compatible landscaping.



3 In this image, the canal improvements have followed the development. A new shared bike/pedestrian path is diverted to the north so that trees can be planted on the south side of the path, providing much needed shade. A cafe appears close to the crossing to take advantage of the canal views and increased bike/pedestrian traffic. A pedestrian bridge provides safe access between the two sides of the canal.

Uptown Tomorrow



Canal Restoration Project

The last image above illustrates a proposed "Canal Restoration" concept. The idea is to take a short stretch of the Grand Canal (perhaps as little as 1/4 mile) and restore the banks to a state similar to the historic, tree-lined condition. As this particular stretch of the canal is unlined by concrete, it seems to be a good candidate for restoration.

1. **Public Art** incorporated into the canal infrastructure.
2. A shared pedestrian and bicycle path activates the canal as a **Passive Park.**
3. **Natural Shade and Cooling**
4. **Walkable Urban Low Rise Housing**
5. **Gathering Areas**
6. **Active Frontages**
7. **Pedestrian Bridge**

115

UPTOWN

HOW WE GET THERE



Steering Committee Members engage in discussion of potential action items towards the District Vision.

ACHIEVING THE VISION

Collective Impact

The Uptown Vision is feasible but also bold and ambitious. Implementing the plan will require focused, efficient, and organized execution that spans multiple decades. This plan is designed as a tool for facilitating collaboration, aligning policies, and coordinating action across a multi-sector coalition of public, private, and non-profit investors - including government agencies, businesses, foundations, schools, neighborhood associations, and individual residents. The data-driven analysis of the current conditions, coupled with the community-driven vision for long term sustainability, provides a guide for making strategic, collective investment decisions that maximize impact.

Civic Leadership

Successful implementation of long range plans require leaders who are committed to the vision and champion strategies to achieve it. The coalition of Reinvent PHX partners, including the Uptown Steering Committee, provides a foundation for multi-sector and place-based leadership. It is essential, however, that this leadership strengthens over the coming years and persists through multiple political and economic cycles. The ongoing engagement of the Steering Committee and a concerted effort to increase its capacity, organize additional partnerships, and retain direct, meaningful representation from Uptown residents is critical for successful implementation.



Measurable Outcomes

The first step in the strategy-building process is operationalizing the vision with performance measures. Each measure has a long range aspirational target that is based on an optimal condition and may not be feasible in all cases. These measures help focus execution and provide a learning tool for evaluating progress and informing policy adjustments over time. Periodic updates and analyses of the indicators should be done by universities, research insitutions, and urban policy organizations in collaboration with the city.

Evidence-Based and Innovative Strategies

Twenty-six strategies derived from national best practices and engagement with both community development professionals and Uptown residents, have been developed to accomplish the plan's Outcomes. Reinvent PHX community partner research provides the evidence basis for many of the strategies and are referenced in the Appendix section.

Policies and Actions

Policies are included to guide more specific Actions that are needed to effectively implement each Strategy. Five-Year Action Plans outline steps for jump-starting the implementation of the community's priorities, as recommended by the Uptown Steering Committee.

The Policies and Actions enhance the Uptown District Plan's effectiveness as a tool for achieving measurable outcomes; however, implementation partners are encouraged to frequently refer back to the Community Vision for a more complete and nuanced understanding of the community's hopes for the future of Uptown.

How We Get There

MEASURABLE OUTCOMES

Elements	Measures	Current	Benchmark
Land Use	**Outcome 1: Efficient Infrastructure and Public Services**		
	Development Intensity (Housing Units + Jobs per acre)	10	over 27
	Acres of Vacant Land	71	under 10
	% of District covered in asphalt surface parking	10%	under 5%
	Outcome 2: Convenient Neighborhood Amenities		
	Walkscore	69	over 90
	Outcome 3: High Quality Urban Development		
	% of projects built in general conformance with the Master Plan after adoption of the WU Code	-	over 70%
	% of projects approved for variances after adoption of the WU Code	-	under 10%
	Outcome 4: Authentic Culture and Character		
	Number of identified historic properties	993	over 993
Housing	**Outcome 1: Access to Affordable Housing**		
	% of low income households with housing cost burden	90%	under 50%
	% of units affordable for moderate income households - Owned	58%	over 67%
	% of units affordable for moderate income households - Rented	87%	over 67%
	Overcrowding	6%	under 2%
	Outcome 2: Diverse Neighborhoods		
	Household Income Diversity	0.9	over 0.7
	Housing Type Diversity (bedrooms, MF, SF, etc)	0.7	over 0.7
	Household Diversity (family, single, married, etc)	0.4	over 0.7
	Outcome 3: High Quality Housing		
	% of housing units in disrepair	0%	under 2%
	Outcome 4: Low Cost of Living		
	% a household making the regional median income spends on housing	26%	under 30%
	% a household making the regional median income spends on transportation	23%	under 15%
Health	**Outcome 1: Safe Walking and Bicycling Environment**		
	# of Pedestrian and Bicycle Injuries per 1,000 residents over 5 years (2007 - 2011)	15	under 8
	# of Violent Crimes per 1,000 households over 3 years (2010 - 2012)	67	under 30
	Outcome 2: Access to Recreation		
	% of households within 1/4 mile walk to public recreation facilities	31%	over 70%
	Outcome 3: Access to Healthy Food		
	% of households within a 1/4 mile walk to Healthy Food	22%	over 70%
Economic Development	**Outcome 1: Strong Local Businesses**		
	Commercial vacancy	17%	under 10%
	Outcome 2: Access to Quality Education		
	% Public Schools with "A" designation	0%	100%
	% of residents with post-secondary degree	41%	Over 40%
	Outcome 3: Financially Stable Residents		
	Unemployment rate	10%	under 6%
	Outcome 4: Access to Quality Careers		
	% of residents self-employed	8%	over 15%
Mobility	**Outcome 1: Quality Transportation Choices**		
	% of residents who walk, bicycle, transit, and carpool to work	30%	over 50%
	Average hours of transit services	18	over 22
	Average transit frequencies (bus + lrt)	20 min.	under 15 min.
	Annual light rail ridership (boardings/deboardings)	2,627,164	over 5,000,000
	Outcome 2: Efficient and Compatible Parking		
	Number of district parking facilities	2	over 3
	Number of arterial and collector streets with parking	1	3
	Outcome 3: Reduced Automobile Dependence		
	Vehicle Miles Traveled (VMT) per Household	11,223	under 7,000
	Outcome 4: Convenient and Safe Block Pattern		
	Intersections per square mile	92	over 90
Green Systems	**Outcome 1: Clean and Efficient Stormwater Management**		
	% Pervious groundcover	45%	over 65%
	Number of district stormwater management facilities	0	over 3
	Outcome 2: Efficient Water Use		
	Properties with Installed Smart Irrigation Systems	0	over 80%
	Outcome 3: Lower Outdoor Temperatures		
	% Surface Temperature under 105 degrees F in July	11%	over 10%
	% Surface Temperature over 130 degrees F in July	9%	under 5%
	Tree Coverage	4%	over 24%

* Note: The City of Phoenix does not regularly track many of these indicators. Researchers and community partners should lead future evaluations in collaboration with the City.

IMPLEMENTATION STRATEGIES

How We Get There

HOW TO READ A STRATEGY

Policies guide the resource decisions needed to implement the Strategy.

The Lead Partner icon indicates the type of organization that is most suitable to lead the implementation of a Strategy.

Actions describe specific near term steps to begin executing Strategies and are organized into an Action Plan to facilitate management and coordination.

LAND USE

STRATEGY 1

LEAD PARTNER: GOVERNMENT

Adopt a Best Practice Form Based Code

Uptown's zoning regulations are outdated. The current codes were written for the conventional suburban development patterns envisioned in the 1950's and have resulted in an automobile-dependent District. Implementing the vision requires the establishment of a new code that removes unnecessary barriers and ensures quality development. In suburban neighborhoods, individual house amenities, such as number of bedrooms and lot sizes, drive demand; in urban neighborhoods, however, property values are dependent on a quality public realm, such as shaded sidewalks and plazas, and daily-living retail within a convenient walk. A code that helps ensure high quality walkable urbanism is an essential first step for attracting investment to Uptown.

POLICIES		TOOLS
L1.1	Require pedestrian oriented street frontages.	Codes
L1.2	Prohibit new parking lots to be located between the building and the sidewalk.	Codes
L1.3	Encourage parking garages to be wrapped with liner buildings when adjacent to street frontages.	Codes
L1.4	Limit surface parking as a conditional primary use for a maximum of 10 years.	Codes
L1.5	Minimize driveways along streets to encourage pedestrian and bicycle safety and sufficient shade.	Codes
L1.6	Encourage public space improvements, such as sidewalks, paseos, Complete Streets, and plazas in general conformance with the Conceptual Master Plan.	Codes
L1.7	Support reductions in permitted development intensity or "down zoning" to encourage preservation of historic buildings or to better align with the Conceptual Master Plan, unless the City determines that a reduction in property values would result under Prop 207.	Codes
L1.8	Require sensitive height transitions adjacent to single family neighborhoods.	Codes
L1.9	Reduce vehicular parking requirements to ensure an efficient use of land and discourage excessive vehicular traffic and surface parking.	Codes
L1.10	Require a minimum amount of bicycle parking.	Codes
L1.11	Use the Conceptual Master Plan as a guide when rezoning properties to the Walkable Urban Code, unless the City determines that a reduction in property value would result under Prop 207.	Codes
L1.12	Create incentives such as height bonuses, parking reductions, reduction in street widths, and other flexibility for projects that provide enhanced amenities or best practices, such as Green construction, Universal Design, historic preservation, affordable housing, open space, district parking, district storm water retention, or district energy.	Codes
OUTCOMES		IMPACT
1	Efficient Infrastructure and Public Services	■
2	Convenient Neighborhood Amenities	■
3	High Quality Urban Development	■
4	Authentic Culture and Character	■

STRATEGY 2

LEAD PARTNER: GOVERNMENT

Improve Predictability and Transparency in the Development Review Process

The administration of the permitting process can either encourage investment or act as a barrier. In order to attract investment, the development review process must balance predictability and flexibility. Both the real estate industry and neighborhoods need to have a clear understanding of development outcomes and the process often becomes confrontational, risky, and expensive. Codes that are administered too rigidly can be cost-prohibitive and unreasonable, while those that are too flexible can discourage investors who prefer locations with predictable long term values that create a sense of place.

POLICIES		TOOLS
L2.1	Increase development intensity and a mix of uses at a level consistent with the Conceptual Master Plan.	Codes
L2.2	Minimize approval processes that require "case-by-case" decisions and numerous negotiations.	Codes
L2.3	Utilize the city's Design Review Committee (DRC) to overcome Design Guidelines if approval is unable to be granted by staff.	Codes
L2.4	Improve the Planning Hearing Officer (PHO) process to ensure generally consistent with the Conceptual Master Plan.	Operations
L2.5	Engage Salt River Project, Arizona Public Service, Cox, Southwest Gas and other public utilities on providing coordination services early in the development process.	Operations
L2.6	Inform Uptown Steering Committee Chair or designee about all requests for rezoning, zoning adjustments (Use Permits/ Variances), PHO hearings, DRC appeals, abandonments, and all site plan preliminary review meetings.	Operations
OUTCOMES		IMPACT
1	Efficient Infrastructure and Public Services	■
2	Convenient Neighborhood Amenities	
3	High Quality Urban Development	■
4	Authentic Culture and Character	

STRATEGY 3

LEAD PARTNER: GOVERNMENT

Create Standard Plans

Standard plans encourage investment by lowering the cost of development with pre-approved designs that increase the speed and efficiency of the permitting process.

POLICIES		TOOLS
L3.1	Develop standard plans for building types that align with the Walkable Urban code, including accessory buildings.	Plans
L3.2	Develop standard construction details for compact driveway entrances.	Plans
L3.3	Develop standard site plans for common lot sizes that align with the Walkable Urban Code.	Plans
L3.4	Encourage sharing of development information such as proformas, pre-development costs, and financing methods.	Knowledge
OUTCOMES		IMPACT
1	Efficient Infrastructure and Public Services	■
2	Convenient Neighborhood Amenities	
3	High Quality Urban Development	■
4	Authentic Culture and Character	

CENTRAL & CAMELBACK Action Plan 2015-2020

Elements		Actions	TOOLS	GOVERNMENT	BUSINESS	COMMUNITY
Land Use	1	Hold a property owner forum on the Walkable Urban Code	Knowledge	■		
	2	Create a final regulating plan and rezone properties to the Walkable Urban Code	Plan	■		
	3	Engage the land use law community to develop methods for strengthening the historic preservation ordinance	Operations			■
	4	Add Uptown Steering Committee Chair and Co-Chair to zoning notification system	Operations	■		
	5	Monitor all zoning hearings	Partnership			■
Housing	6	Construct a mixed use housing demonstration project	Financing		■	
	7	Construct a Canal Oriented Development demonstration project	Financing		■	
Economic Development	8	Sponsor an Adopt a Street for Central Avenue	Partnership		■	
	9	Sponsor an Adopt a Canal	Partnership		■	
	10	Assess City owned land and rezone develop-able properties to the Walkable Urban Code	Codes	■		
	11	Issue Requests For Proposals to build on develop-able city owned properties. Invite the Uptown Steering Committee Chair, or designee, to serve on the selection panel	Operations	■		
	12	Hold a property owner workshop on Improvement Districts and other tools for financing enhanced infrastructure and services	Knowledge	■		
	13	Complete 3 beautification projects, such as murals, colorful building repainting and tree plantings	Partnership			■
	14	Engage Central High School on the opportunity to create a small business incubator	Partnership			■
	15	Organize 5 neighborhood events	Partnership			■
	16	Complete a Water / Sewer infrastructure needs assessment	Plan	■		
	17	Pursue partnerships to provide public school students with free access to three educational destinations, such as the Children's museum, the Arizona Science Center and the Phoenix Zoo	Partnership			■
	18	Create marketing materials for development sites	Knowledge	■		
Health	19	Identify methods to replace additional street lights with LED bulbs, such as corporate sponsors	Financing			■
	20	Identify visibility enhancements to crosswalks at Central and the Canal and Central and Camelback Road	Financing	■		
Mobility	21	Present Transportation Recommendations to the Citizens Committee on Transportation Needs	Plan	■		
	22	Hold a property owner workshop on opportunities and tools to provide shared district parking	Knowledge			■
	23	Partner with businesses and schools to increase access to transit passes for employees and students	Partnership			■
	24	Implement pedestrian and bicycle improvements to the Grand Canal	Financing	■		
	25	Pursue funding for pedestrian improvements along Highland Avenue	Financing	■		
	26	Add a Bike Share station	Financing	■		
	27	Present Transportation Recommendations to the Citizens Committee on Transportation Needs	Plan	■		
Green Systems	28	Identify opportunities to adjust utility spacing standards to allow planting of shade trees that grow to full size	Codes	■		
	29	Identify opportunities to adjust stormwater regulations to allow on-site retention to be provided within adjacent right of way	Codes	■		
	30	Determine feasibility of a Shade Easement that allows structural shade over the public sidewalk without the need for a revocable permit	Codes	■		
	31	Hold a community tree planting event	Partnership			■

CENTRAL & INDIAN SCHOOL Action Plan 2015-2020

Elements		Actions	TOOLS	GOVERNMENT	BUSINESS	COMMUNITY
Land Use	1	Hold a property owner forum on the Walkable Urban (WU) Code	Knowledge	■		
	2	Create regulating plan and rezone properties to the Walkable Urban Code	Plan	■		
	3	Hold a property owner workshop on Accessory Dwelling Units	Knowledge	■		
	4	Add Uptown Steering Committee Chair to zoning notification system	Operations	■		
	5	Monitor all zoning hearings	Partnership			■
Housing	6	Construct a mixed income housing demonstration project	Financing			■
	7	Engage the VA on opportunities to provide housing on their property	Knowledge			■
Econ. Dev	8	Identify and reduce zoning and licensing barriers for temporary and mobile retailers and restaurants	Codes	■		
	9	Add three major events to Steele Indian School Park	Partnership			■
	10	Complete a Water / Sewer infrastructure needs assessment	Financing	■		
	11	Create marketing materials for development sites	Knowledge	■		
Health	12	Identify an incentive package to attract a full service grocery store near Central and Indian School Road.	Plan			■
	13	Develop a full service grocery store near Central and Indian School Road	Financing		■	
	14	Pursue partnerships and funding to replace street lights with LED bulbs	Financing			■
	15	Research opportunities to construct a Community Recreation Center at or near Steele Indian School Park	Plan	■		
	16	Identify visibility enhancements to crosswalks at Central and Indian School Road	Financing	■		
Mobility	17	Complete a study on the most efficient methods for increasing bus service on Indian School Road, including local buses and an urban circulator	Plan	■		
	18	Organize a support coalition for improved public transit service on Indian School, including the VA and other major employers	Partnership			■
	19	Provide transit passes at the VA and other major employers	Operations	■		
	20	Add a Bike Share Station	Financing	■		
	21	Present Transportation Recommendations to the Citizens Committee on Transportation Needs	Plan	■		
Green Systems	22	Create standard construction details for Tree Pocket concept	Plan	■		
	23	Hold a community tree planting event	Partnership			■

What Type of **Investment Partner** is your Organization?

Business Investors are banks, real estate developers, and other private companies, ranging from large corporations to small mom n' pop shops.
General Motivators: Profit & Economically vital community.

Community Investors are non-profits, foundations, schools, neighborhood associations and individual residents.
General Motivators: Poverty reduction & Improved quality of life.

Government Investors include local, state and federal agencies.
General Motivators: Fiscal responsibility & Political support.

What **Impact** is Desired from your Organization's Investment?

Outcomes indicate the measurable community benefits that the Strategy is inteded to help accomplish.

Which **Planning Element(s)** is your Organization's Mission Associated With?

The Land Use Element focuses on the spatial pattern of urban development, including intensity, design, building form, and unique place-making characteristics.

The Housing Element focuses on the affordability, quality, and diversity of residential living options.

The Economic Development Element focuses on the financial prosperity of businesses and residents, including access to jobs, training, and quality schools.

The Health Element focuses on key aspects of the built environment that impact public health, including the availability of healthy food, public recreational amenities, and safe places to walk and bicycle.

The Mobility Element focuses on the movement of people and goods, including the availability of convenient multi-modal transportation options.

The Green Systems Element focuses on the design of buildings and infrastructure to improve resource efficiency and environmental protection.

What Type of **Tool(s)** does your organization use?

Code Tools are regulations, such as the zoning ordinance, that can encourage or discourage different types of investment.

Financing Tools are grants, loans, bonds, fees, and taxes.

Knowledge Tools are capacity building activities, such as professional training, workshops, and seminars to improve technical understanding.

Plan Tools are engineering studies, best practices research, market analyses, and other similar documents.

Operations Tools are management practices such as inter-departmental coordination, decision-making transparency, and approaches to service delivery.

Partnership Tools are mutually beneficial agreements between two or more parties such as joint use agreements, development agreements, and corporate sponsorships.

Which Type of **Investment Partner** is your Organization?

Business Investors are banks, real estate developers, and other private companies, ranging from large corporations to small locally owned shops.
General Motivators: Profit; Economically vital communities.

Community Investors are non-profits, foundations, schools, neighborhood associations, and individual residents.
General Motivators: Poverty reduction; Improved quality of life.

Government Investors include local, state, and federal agencies.
General Motivators: Fiscal responsibility; Political support.

How We Get There

LAND USE

STRATEGY 1

LEAD PARTNER
GOVERNMENT

Adopt a Best Practice Form Based Code

Uptown's zoning regulations are outdated. The current codes were written for the conventional suburban development patterns envisioned in the 1950's and have resulted in an automobile-dependent District. Implementing the vision requires the establishment of a new code that removes unnecessary barriers and ensures quality development. In suburban neighborhoods, individual house amenities, such as number of bedrooms and lot sizes, drive demand; in urban neighborhoods, however, property values are dependent on a quality public realm, such as shaded sidewalks and plazas, and daily-living retail within a convenient walk. A code that helps ensure high quality walkable urbanism is an essential first step for attracting investment to Uptown.

POLICIES		TOOLS
L1.1	Require pedestrian oriented street frontages.	Codes
L1.2	Prohibit new parking lots to be located between the building and the sidewalk.	Codes
L1.3	Encourage parking garages to be wrapped with liner buildings when adjacent to street frontages.	Codes
L1.4	Limit surface parking as a conditional primary use for a maximum of 10 years.	Codes
L1.5	Minimize driveways along streets to encourage pedestrian and bicycle safety and sufficient shade.	Codes
L1.6	Encourage public space improvements, such as sidewalks, paseos, Complete Streets, and plazas in general conformance with the Conceptual Master Plan.	Codes
L1.7	Support reductions in permitted development intensity or "down zoning" to encourage preservation of historic buildings or to better align with the Conceptual Master Plan, unless the City determines that a reduction in property values would result under Prop 207.	Codes
L1.8	Require sensitive height transitions adjacent to single family neighborhoods.	Codes
L1.9	Reduce vehicular parking requirements to ensure an efficient use of land and discourage excessive vehicular traffic and surface parking.	Codes
L1.10	Require a minimum amount of bicycle parking.	Codes
L1.11	Use the Conceptual Master Plan as a guide when rezoning properties to the Walkable Urban Code, unless the City determines that a reduction in property value would result under Prop 207.	Codes
L1.12	Create incentives such as height bonuses, parking reductions, reduction in street widths, and other flexibility for projects that provide enhanced amenities or best practices, such as Green construction, Universal Design, historic preservation, affordable housing, open space, district parking, district storm water retention, or district energy.	Codes

OUTCOMES		IMPACT
1	Efficient Infrastructure and Public Services	■
2	Convenient Neighborhood Amenities	■
3	High Quality Urban Development	■
4	Authentic Culture and Character	■

STRATEGY 2

LEAD PARTNER
GOVERNMENT

Improve Predictability and Transparency in the Development Review Process

The administration of the permitting process can either encourage investment or act as a barrier. In order to attract investment, the development review process must balance predictability and flexibility. Both the real estate industry and neighborhoods need to have a clear understanding of development outcomes and the process often becomes confrontational, risky, and expensive. Codes that are administered too rigidly can be cost-prohibitive and unreasonable, while those that are too flexible can discourage investors who prefer locations with predictable long term values that create a sense of place.

POLICIES		TOOLS
L2.1	Increase development intensity and a mix of uses at a level consistent with the Conceptual Master Plan.	Codes
L2.2	Minimize approval processes that require "case-by-case" decisions and numerous negotiations.	Codes
L2.3	Utilize the city's Design Review Committee (DRC) to overcome Design Guidelines if approval is unable to be granted by staff.	Codes
L2.4	Improve the Planning Hearing Officer (PHO) process to ensure generally consistent with the Conceptual Master Plan.	Operations
L2.5	Engage Salt River Project, Arizona Public Service, Cox, Southwest Gas and other public utilities on providing coordination services early in the development process.	Operations
L2.6	Inform Uptown Steering Committee Chair or designee about all requests for rezoning, zoning adjustments (Use Permits/ Variances), PHO hearings, DRC appeals, abandonments, and all site plan preliminary review meetings.	Operations

OUTCOMES		IMPACT
1	Efficient Infrastructure and Public Services	■
2	Convenient Neighborhood Amenities	
3	High Quality Urban Development	■
4	Authentic Culture and Character	

STRATEGY 3

LEAD PARTNER
GOVERNMENT

Create Standard Plans

Standard plans encourage investment by lowering the cost of development with pre-approved designs that increase the speed and efficiency of the permitting process.

POLICIES		TOOLS
L3.1	Develop standard plans for building types that align with the Walkable Urban code, including accessory buildings.	Plans
L3.2	Develop standard construction details for compact driveway entrances.	Plans
L3.3	Develop standard site plans for common lot sizes that align with the Walkable Urban Code.	Plans
L3.4	Encourage sharing of development information such as proformas, pre-development costs, and financing methods.	Knowledge

OUTCOMES		IMPACT
1	Efficient Infrastructure and Public Services	■
2	Convenient Neighborhood Amenities	
3	High Quality Urban Development	■
4	Authentic Culture and Character	

STRATEGY 4

LEAD PARTNER: GOVERNMENT

Facilitate Walkable Urban Demonstration Projects

Demonstration projects provide case studies that can encourage investors to replicate and scale-up proven models. These projects usually require financial assistance in weak or untested markets due to higher perceived risk. The Uptown District lacks transit oriented development and creative place-making projects that are essential for vital urban communities. Providing risk-mitigation assistance to projects will help implement the Conceptual Master Plan.

POLICIES		TOOLS
L4.1	Continue providing technical assistance to adaptive reuse projects.	Knowledge
L4.2	Support creative place-making projects such as street festivals and public art.	Partnership
L4.3	Pursue grants and low-interest loans to help finance pre-development expenses.	Financing
L4.4	Rezone City-owned land to the Walkable Urban Code and issue Requests For Proposals (RFP) for suitable properties.	Codes
L4.5	Include consistency with the Conceptual Master Plan in RFP evaluation criteria.	Operations
L4.6	Invite multiple departments and the Uptown Steering Committee chair or designee to serve on RFP evaluation panels for projects located in the District.	Operations

OUTCOMES		IMPACT
1	Efficient Infrastructure and Public Services	■
2	Convenient Neighborhood Amenities	■
3	High Quality Urban Development	■
4	Authentic Culture and Character	■

STRATEGY 5

LEAD PARTNER: COMMUNITY

Develop an Innovative Infrastructure Financing Tool

The Uptown Conceptual Master Plan calls for major investments in new infrastructure. There is currently an opportunity to finance these projects by taking advantage of historically low interest rates, and growing market demand. Tax Increment Financing (TIF), an important tool that nearly every city in the United States uses to finance urban redevelopment, is prohibited by Arizona state law. While this lack of authority is a considerable disadvantage, TIF alone would be insufficient to fully fund the Conceptual Master Plan. An innovative tool that efficiently integrates funds from the public, private, and non-profit sectors and provides "one stop shop" access for developers would help enable and accelerate implementation.

POLICIES		TOOLS
L5.1	Support the development of an innovative infrastructure fund that combines multiple sources of capital from governments, utilities, foundations, banks, pension funds, insurance companies, and other investors.	Financing
L5.2	Encourage the utilization of creative financing mechanisms, such as improvement districts, impact fees, in-lieu fees, repayment agreements, and sales tax revenue value capturing.	Financing
L5.3	Build the capacity of government officials, developers, anchor institutions, the financial industry, and property owners on structured funds, improvement districts, and innovative infrastructure financing and management practices.	Knowledge
L5.4	Research emerging innovative infrastructure delivery practices, such as Eco-Districts, to efficiently manage the financing, development, and operations of enhanced infrastructure.	Plans

OUTCOMES		IMPACT
1	Efficient Infrastructure and Public Services	■
2	Convenient Neighborhood Amenities	■
3	High Quality Urban Development	■
4	Authentic Culture and Character	■

STRATEGY 6

LEAD PARTNER: COMMUNITY

Provide Master Developer Services

Master Developers accelerate the implementation of Master Plans by engaging contiguous property owners to coordinate mutually beneficial infrastructure and bring properties from conceptual planning to pre-development. The Uptown District has several large vacant properties that provide major redevelopment opportunities. An experienced real estate development company should be brought on as an intermediary to help complete engineering studies, cost estimates, property assembly, master platting, and utility coordination services.

POLICIES		TOOLS
L6.1	Build the Capacity of local government officials, developers, and property owners on Master Developer Services.	Knowledge
L6.2	Support funding Master Developer services through Improvement Districts, grants, and other mechanisms.	Financing
L6.3	Engage anchor institutions, including the Carl T. Hayden VA Medical Center, Brophy/Xavier College Preparatory and Central High Schools on parntership opportunities to develop mutually beneficial infrastructure.	Partnership

OUTCOMES		IMPACT
1	Efficient Infrastructure and Public Services	■
2	Convenient Neighborhood Amenities	
3	High Quality Urban Development	■
4	Authentic Culture and Character	

How We Get There

HOUSING

STRATEGY 7

LEAD PARTNER
BUSINESS

Construct Innovative Housing Demonstration Projects

Innovative housing developments, such as mixed-income, adaptive reuse and historic preservation projects, are important for maintaining diversity and increasing economic vitality in Uptown. These projects are often more expensive and complicated due to small irregular lots, aging utilities, and the suburban-oriented industry practices that have been established over the past several decades. Demonstration projects provide additional local case studies that can help reform the standardized development process and build the capacity of local developers, financiers, government officials, and design professionals.

POLICIES		TOOLS
H7.1	Add mixed income, mixed use, historic preservation, adaptive reuse, green construction, Universal Design and consistency with the Conceptual Master Plan to RFP selection criteria for applicable City-supported housing projects.	Financing
H7.2	Encourage creative adaptive reuse of commercial and industrial buildings, consistent with the Conceptual Master Plan.	Financing
H7.3	Identify incentives such as height bonuses, parking reductions, reduction in street widths, expedited plan review, development fee reductions, and other incentives for mixed income, mixed use projects and adaptive reuse affordable housing projects.	Codes
H7.4	Research creative financing mechanisms such as Trust funds, Community Land Trusts, structured funds and the inclusion of affordable housing in Infrastructure Financing Tools, such as impact fees and in-lieu fees.	Plans

OUTCOMES		IMPACT
1	Access to Affordable Housing	■
2	Diverse Neighborhoods	■
3	High Quality Housing	■
4	Low Cost of Living	■

STRATEGY 8

LEAD PARTNER
GOVERNMENT

Coordinate Affordable Housing Programs with the Conceptual Master Plan

The Consolidated Planning process and coordination with HUD and the Arizona Department of Housing's Qualified Allocation Plan should use the Uptown plan as a tool to guide investment decisions. Integrating affordable housing within areas targeted for major redevelopment and neighborhood improvement will improve efforts to mitigate the risk of gentrification and displacement, while remaining consistent with the community's overall vision for growth.

POLICIES		TOOLS
H8.1	Identify opportunities to coordinate the Consolidated Plan with the Conceptual Master Plan.	Operations
H8.2	Encourage the alignment of the Arizona Department of Housing's Qualified Allocation Plan with the Conceptual Master Plan.	Partnership
H8.3	Encourage the creation of a Community Development Corporation to increase affordable housing.	Financing
H8.4	Explore partnerships with anchor institutions, such as the Carl T. Hayden VA Medical Center, on providing veteran's and workforce housing.	Partnership

OUTCOMES		IMPACT
1	Access to Affordable Housing	■
2	Diverse Neighborhoods	
3	High Quality Housing	
4	Low Cost of Living	■

STRATEGY 9

LEAD PARTNER
GOVERNMENT

Encourage Live-Work and Accessory Dwelling Units

Live-work units are designed to facilitate residential and commercial uses for a single user within the same space. These housing concepts eliminate commutes and the need for separate lease payments for businesses and residences. Accessory Dwelling Units (ADU) are small living spaces located in the back yards of single family properties. ADU's can alleviate overcrowded households, facilitate multi-generation living arrangements, and provide additional income for property owners.

POLICIES		TOOLS
H9.1	Identify methods for funding alley improvements such as lighting and paving.	Financing
H9.2	Deny alley abandonments that eliminate the opportunity for ADU's unless private access way provided.	Operations
H9.3	Develop ADU design standards to ensure quality.	Codes
H9.4	Support standard plans for quality pre-manufactured ADU's.	Plans
H9.5	Use the Conceptual Master Plan as a guide when rezoning property to the Walkable Urban Code to allow live-work units.	Codes
H9.6	Encourage developers to create flexible buildings that can be used for both housing and commercial uses.	Plans

OUTCOMES		IMPACT
1	Access to Affordable Housing	■
2	Diverse Neighborhoods	■
3	High Quality Housing	
4	Low Cost of Living	■

How We Get There

ECONOMIC DEVELOPMENT

STRATEGY 10

LEAD PARTNER
BUSINESS

Revitalize Unique and Historic Commercial Buildings

Uptown's stock of vintage commercial buildings is an asset that should be used to the District's advantage. Some of these buildings are vacant and some are in poor condition; however, with targeted financial assistance, quality restoration, and entrepreneurial innovation, they have the potential to become unique place-making catalysts for additional investment.

POLICIES		TOOLS
ED10.1	Identify opportunities to use Community Development Block Grants (CDBG), fee reductions, grants, and other tools for storefront improvements on historic and adpative reuse opportunities identified in the Conceptual Master Plan.	Financing
ED10.2	Pursue green building retrofit and solar energy grant programs.	Financing
ED10.3	Partner with small business incubators and small business support organizations to market creative leasing opportunities to entrepreneurs.	Partnership
ED10.4	Conduct ongoing outreach to the real estate development industry on the adaptive reuse program and historic preservation incentives.	Knowledge
ED10.5	Prioritize technical assistance on adaptive reuse opportunities and historic commercial buildings identified in the Conceptual Master Plan.	Knowledge
ED10.6	Identify amendments to the zoning ordinance to encourage the preservation of vintage signs.	Codes

OUTCOMES		IMPACT
1	Strong Local Businesses	■
2	Access to Quality Education	
3	Financially Stable Residents	
4	Access to Quality Careers	■

STRATEGY 11

LEAD PARTNER
COMMUNITY

Transform Public Schools into Neighborhood Opportunity Hubs

Public schools and community vitality are interdependently linked. Poorly performing schools discourage investment and the resulting devaluation and vacancy, in turn, reduces tax revenues and strains school budgets.

POLICIES		TOOLS
ED11.1	Support partnerships to develop Community Learning Centers at public schools with programming geared towards community enrichment, such as adult learning, language classes, job preparation, general education diplomas, public libraries, workforce connection resources, income tax return assistance, financial education, tutoring, and mentoring.	Partnership
ED11.2	Support tax credit drives to help supplement funding for Uptown public schools.	Financing
ED11.3	Encourage Head Start and all day kindergarten at Uptown public schools.	Financing
ED11.4	Support "cradle-to-career" programs such as the U.S. Department of Education Promise Neighborhoods program at Uptown public schools.	Financing
ED11.5	Support partnerships between public schools, colleges, employers, foundations, civic groups and governments to provide additional services and enhanced learning opportunities.	Partnership

OUTCOMES		IMPACT
1	Strong Local Businesses	
2	Access to Quality Education	■
3	Financially Stable Residents	■
4	Access to Quality Careers	

STRATEGY 12

LEAD PARTNER BUSINESS

Develop an Uptown Hiring and Purchasing Program

Forming partnerships between businesses and neighborhoods to encourage buying products and services within the District is a benefit for both residents and companies.

POLICIES		TOOLS
ED12.1	Support the creation of a “Buy Uptown” marketing campaign.	Knowledge
ED12.2	Encourage the creation of a jobs and skills information sharing network between employers and neighborhoods.	Partnership
ED12.3	Support partnerships with anchor institutions, including the Carl T. Hayden VA Medical Center to recruit mutually beneficial businesses to the District through a preferred purchasing policy.	Partnership
ED12.4	Add hiring of Uptown residents into RFP criteria for applicable projects located in the District.	Operations
ED12.5	Encourage the accelerated build out of the Conceptual Master Plan to increase construction jobs.	Financing

OUTCOMES		IMPACT
1	Strong Local Businesses	■
2	Access to Quality Education	
3	Financially Stable Residents	■
4	Access to Quality Careers	

STRATEGY 13

LEAD PARTNER BUSINESS

Support Local Businesses, Innovation and Entrepreneurship

Small local businesses and an entrepreneurial culture is envisioned to drive economic vitality in Uptown. Uptown is currently rich in unique small business in creatively reused buildings.

POLICIES		TOOLS
ED13.1	Market tools and real estate opportunities to local businesses and entrepreneurs, consistent with the Conceptual Master Plan.	Knowledge
ED13.2	Include the provision of live-work and small business incubation spaces as an evaluation criteria in RFP’s for City owned properties.	Operations
ED13.3	Research methods to support micro-businesses such as mobile retailers, urban farming and outdoor markets with targeted regulatory relief, technical assistance, and low interest micro loans.	Plans

OUTCOMES		IMPACT
1	Strong Local Businesses	■
2	Access to Quality Education	
3	Financially Stable Residents	■
4	Access to Quality Careers	■

STRATEGY 14

LEAD PARTNER GOVERNMENT

Develop Residents’ Skills in Entrepreneurship and Small Business

Workforce development programs should be targeted to assist Uptown residents in the establishment of new local businesses to advance the Outcome of creating an eco-system of unique commercial spaces, creative entrepreneurs, assistance programs and a culture of supporting local business among residents.

POLICIES		TOOLS
ED14.1	Identify opportunities to partner with existing institutions, such as Central High School, to support the development of a small business incubator in the District.	Financing
ED14.2	Provide outreach to District residents on the availability of existing small business and entrepreneurship training programs.	Knowledge
ED14.3	Monitor and apply for strategic grants to fund small business and entrepreneurship investments in the District.	Financing

OUTCOMES		IMPACT
1	Strong Local Businesses	
2	Access to Quality Education	■
3	Financially Stable Residents	■
4	Access to Quality Careers	

HEALTH

STRATEGY 15

LEAD PARTNER
COMMUNITY

Attract a Full Service Grocery Store

Uptown has several large assemblages of vacant land that could be used for a grocery store. The current market for a new grocery store in Uptown is challenging; however, there are a variety of financial tools and housing development opportunities that could create the conditions for a successful store. Full service grocery stores not only increase access to a full range of low cost healthy food choices, but also provide up to 200 job opportunities for District residents, and encourage additional housing investment in the area.

POLICIES		TOOLS
HE15.1	Encourage the development of a low interest loan fund to finance full service grocery stores.	Financing
HE15.2	Support mixed use development with shared parking garages to increase the customer base and reduce development costs for a full service grocery store.	Financing
HE15.3	Support additional incentives, such as reduced fees, for full service grocery stores.	Financing
HE15.4	Market opportunity sites to grocery store companies.	Knowledge

OUTCOMES		IMPACT
1	Safe Walking and Bicycling Environment	
2	Access to Recreation	
3	Access to Healthy Food	■
4	Reduce Obesity Related Diseases	■

STRATEGY 16

LEAD PARTNER
COMMUNITY

Encourage Community-Based Healthy Food Sources

The Uptown District's supply of large vacant parcels of land provides numerous opportunities for community based healthy food projects such as urban agriculture, farmers' markets, or produce stands. There are also several institutions that could sponsor community gardens on their properties and provide a customer base for mobile food trucks. These investments could effectively supplement access to low-cost produce in Uptown.

POLICIES		TOOLS
HE16.1	Support partnerships with Uptown institutions to develop Community Gardens on their properties.	Partnership
HE16.2	Pursue grants and partnerships for Farmers' Markets at or near Steele Indian School Park.	Financing
HE16.3	Continue the success of the PHX Renews project by identifying opportunities for activating additional vacant lots with urban agriculture, community gardens, and produce stands.	Partnership
HE16.4	Partner with existing technical assistance providers to increase the capacity of residents to grow food through backyard gardening, community gardens on vacant lots and school gardens.	Knowledge

OUTCOMES		IMPACT
1	Safe Walking and Bicycling Environment	
2	Access to Recreation	
3	Access to Healthy Food	■
4	Reduce Obesity Related Diseases	■

STRATEGY 17

LEAD PARTNER
GOVERNMENT

Enhance Existing Recreation Facilities

Uptown has outstanding recreation assets that can be taken advantage of to further increase residents' quality of life. The public park infrastructure in the District provides a solid base from which to promote activity and health among residents. With enhancements to parks, along with the Grand Canal and adjacent properties, there is a unique opportunity to create a one of the most desirable places to live in Phoenix for residents seeking active and healthy lifestyles.

POLICIES		TOOLS
HE17.1	Work with neighborhood residents to assess needs for additional improvements at parks, including shade, drinking fountains, wayfinding signage, seating and better lighting to increase the sense of security.	Plans
HE17.2	Identify opportunities to add a Community Recreation Center near Steele Indian School Park.	Plans
HE17.3	Explore the opportunity to create a regional public recreation corridor along the Grand Canal by identifying joint use agreement opportunities with schools.	Partnership
HE17.4	Pursue funding for Grand Canal trail enhancements, including pedestrian and bicycle paths, lighting, shade, public art, and drinking fountains.	Financing
HE17.5	Continue pursuing opportunities to increase marketing and programming at public parks.	Knowledge

OUTCOMES		IMPACT
1	Safe Walking and Bicycling Environment	
2	Access to Recreation	■
3	Access to Healthy Food	
4	Reduce Obesity Related Diseases	

STRATEGY 18

LEAD PARTNER
COMMUNITY

Provide Community Health Resources at Neighborhood Schools

High quality public schools serve as neighborhood anchors that can help foster a healthy community. Providing residents recreation opportunities and health-related services at schools can improve access to resources and information and lower the overall cost of healthcare.

POLICIES		TOOLS
HE18.1	Support partnerships, such as joint use agreements, to develop Community Recreation Centers at public schools that provide gymnasiums, playgrounds, sports fields, after-school programs, and sports leagues.	Partnership
HE18.2	Support partnerships to develop health services programs at public schools, that provide access to health screenings and referrals, nutritious foods, and cooking and wellness classes.	Partnership

OUTCOMES		IMPACT
1	Safe Walking and Bicycling Environment	
2	Access to Recreation	■
3	Access to Healthy Food	
4	Reduce Obesity Related Diseases	

STRATEGY 19

LEAD PARTNER
COMMUNITY

Improve Safety in Public Spaces

The physical and social environment in Uptown discourages walking, bicycling, and transit use. Some streets lack sidewalks, including routes to school. Other sidewalks are too narrow, lack shade, have insufficient lighting, and are lined with walls and parking lots that limit public surveillance. Major intersections are wide and crosswalks are generally not well demarcated. In addition, while crime has lessened over the past 10 years, there is still room for improvement. Addressing the safety issues in Uptown is a fundamental pre-requisite to becoming a healthy community.

POLICIES		TOOLS
HE19.1	Encourage active street frontages such as storefronts, patios, and porches.	Codes
HE19.2	Evaluate and install safe crosswalks on routes to schools, transit and other destinations, if appropriate, in general conformance with the Conceptual Master Plan.	Financing
HE19.3	Organize walking clubs and block watches to patrol streets and report non-functioning street lights to Arizona Public Service.	Partnership
HE19.4	Identify methods to increase resident participation within existing neighborhood associations.	Partnership
HE19.5	Support the creation of a coalition of residents, the Police, Fire, and Street Transportation Departments, and the Carl T. Hayden VA Medical Center to develop strategies to reduce traffic-related injuries.	Partnership

OUTCOMES		IMPACT
1	Safe Walking and Bicycling Environment	■
2	Access to Recreation	
3	Access to Healthy Food	
4	Reduce Obesity Related Diseases	

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How We Get There

MOBILITY

STRATEGY 20

LEAD PARTNER GOVERNMENT

Adopt Best Practice Complete Street and Subdivision Standards

Complete Streets are designed to be safe, convenient, comfortable and accessible for all users. Street and subdivision designs should be "context sensitive", meaning that those located in existing or planned walkable urban places should be designed with a higher priority for pedestrians and bicyclists compared to streets within suburban contexts that are planned for greater vehicular use. For increased safety and improved traffic management, streets should also be designed for slower driving speeds compared to lower density zones of the city that are planned for less walking, bicycling, and transit usage.

POLICIES		TOOLS
M20.1	Prepare new design standards for streets identified in the Conceptual Master Plan and use the Conceptual Street Sections for guidance.	Codes
M20.2	Prepare a new subdivision standard that requires short urban blocks in order to enable convenient walking and bicycling routes, dispersed vehicular traffic, and additional street parking, consistent with the Conceptual Master Plan.	Codes
M20.3	Identify adjustments to the 8 foot public utility easement requirement along street frontages to encourage the installation of shade trees and structures.	Codes
M20.4	Eliminate or streamline the revocable permit requirement for shade structures over the right of way.	Codes
M20.5	Prepare soil volume standards that allow street trees to grow sufficiently and provide effective shade.	Codes
M20.6	Identify adjustments to underground utility spacing standards to allow cost effective shade tree planting with adequate soil volumes.	Codes
M20.7	Research the feasibility of adjusting stormwater codes to allow on site stormwater retention requirements to be provided in adjacent right of way.	Plans
M20.8	Allow on-street parking on arterial and collector streets where appropriate and feasible.	Codes
M20.9	Establish best practices for raised crosswalks and develop guidelines to encourage installation.	Codes

OUTCOMES		IMPACT
1	Quality Transportation Choices	■
2	Efficient and Compatible Parking	■
3	Reduced Automobile Dependence	
4	Convenient and Safe Block Pattern	■

STRATEGY 21

LEAD PARTNER GOVERNMENT

Coordinate Transportation Programs with the Conceptual Master Plan

Projects selected for the Capital Improvement Program (CIP) and coordination with the Maricopa Association of Governments and Arizona Department of Transportation should include transportation improvements within the Conceptual Master Plan. In order to respond to shifting consumer preferences and growing demand for walkable urban communities, a greater emphasis should be placed on transportation projects that stimulate infill growth, as opposed to those on the periphery of the city. According to the Federal Highway Administration, virtually every federal transportation funding program can be used to build pedestrian and bicycle projects.

POLICIES		TOOLS
M21.1	Coordinate street and transit improvements identified in the Conceptual Master Plan with the Capital Improvement Program.	Operations
M21.2	Pursue State and Federal Highway funds, including the Surface Transportation Program, to fund street improvements identified in the Conceptual Master Plan.	Financing
M21.3	Identify and apply for discretionary funding opportunities to implement street, canal, and transit improvements within the Conceptual Master Plan.	Financing
M21.4	Research the most cost effective and convenient methods for increasing transit service, such as route adjustments, circulators and public/private partnerships, on transit routes identified in the Conceptual Master Plan.	Plan
M21.5	Research measures to increase the quality of public transit services for special needs residents, including specialized training and technology improvements.	Knowledge
M21.6	Pursue partnerships for clusters of mobility enhancements around transit stations identified in the Master Plan, including secure bike parking, wayfinding, public parking, taxi stands, on-demand air conditioning, car and bike share, and digital information kiosks.	Partnership
M21.7	Add Uptown Steering Committee Chair, or designee, to notification list for CIP committee presentations.	Operations

OUTCOMES		IMPACT
1	Quality Transportation Choices	■
2	Efficient and Compatible Parking	■
3	Reduced Automobile Dependence	
4	Convenient and Safe Block Pattern	

STRATEGY 22

LEAD PARTNER BUSINESS

Provide District Parking Services

District Parking allows multiple property owners to provide parking within a shared lot or garage. These facilities allow a more efficient use of land, incentivize investment by lowering development costs, and improve vehicular traffic management within the District.

POLICIES		TOOLS
M22.1	Add District Parking to RFP selection criteria for suitable City-owned redevelopment projects.	Operations
M22.2	Support funding District Parking through Improvement Districts or other financial tools.	Financing
M22.3	Engage anchor institutions, such as Central High School and Brophy/Xavier College Preparatory High Schools on the development of district parking facilities.	Financing

OUTCOMES		IMPACT
1	Quality Transportation Choices	
2	Efficient and Compatible Parking	
3	Reduced Automobile Dependence	■
4	Convenient and Safe Block Pattern	

How We Get There

GREEN SYSTEMS

STRATEGY 23

LEAD PARTNER
GOVERNMENT

Develop Best Practice Green Systems Standards

Improving codes will help encourage clean and efficient management of water and energy. These regulatory updates can also help lower the cost of development by providing more flexible stormwater requirements and improved standardization of green infrastructure and building practices.

POLICIES		TOOLS
GS23.1	Research practices for amending stormwater codes to create "context sensitive" regulations that are consistent with the intensity of development.	Codes
GS23.2	Research practices for amending building codes to remove barriers to plumbing and irrigation systems for water capture and reuse.	Codes
GS23.3	Pursue opportunities to create standard details for green infrastructure approaches, including tree pockets, bioswales, permeable paving, and neighborhood retention basins.	Plans
GS23.4	Identify methods for improving the City's Green Construction Code by providing a tiered performance system, such as gold, silver, bronze.	Operations
OUTCOMES		**IMPACT**
1	Clean and Efficient Stormwater Management	■
2	Efficient Water Use	■
3	Lower Outdoor Temperatures	■
4	Clean and Efficient Energy Use	■

STRATEGY 24

LEAD PARTNER
GOVERNMENT

Encourage Green Infrastructure Demonstration Projects

Green Systems demonstration projects can help provide "proof of concepts" for emerging practices and cutting edge development techniques. Evidence that projects can be implemented cost-effectively and achieve environmental benefits helps facilitate regulatory reforms and encourages the development of additional green designs.

POLICIES		TOOLS
GS24.1	Pursue funding opportunities, such as the Water Infrastructure Financing Authority (WIFA) and EPA grant programs to supplement street and open space projects with green infrastructure improvements, in general conformance with the Conceptual Master Plan.	Financing
GS24.2	Support partnerships to implement community-based projects such as street bioswales and tree groves, and retention basins, on public school properties, in general conformance with the Conceptual Master Plan.	Partnership
GS24.3	Pursue research and development grants to fund planning, engineering and implementation of demonstration projects.	Financing
GS24.4	Add Green Infrastructure and construction to RFP selection criteria for suitable City-owned redevelopment projects.	Operations
OUTCOMES		**IMPACT**
1	Clean and Efficient Stormwater Management	■
2	Efficient Water Use	■
3	Lower Outdoor Temperatures	■
4	Clean and Efficient Energy Use	

STRATEGY 25

LEAD PARTNER
BUSINESS

Support the Development of District Clean Energy System

A district approach to energy can provide savings for both utility providers and customers. Locally generated and distributed electricity improves efficiency by reducing energy losses from long distance transmission lines. District scale technologies can also provide less polluting alternatives to energy produced at centralized power plants, create more robust back-up systems for critical institutions, such as hospitals, fire stations and airports, and significantly reduce electricity bills.

POLICIES		TOOLS
GS25.1	Engage utility providers, high rise building owners and the Carl T. Hayden VA Medical Center on the mutual benefits of combined heat/power, microgrids, and chiller systems.	Knowledge
GS25.2	Encourage the installation of solar panels on rooftops and shade structures.	Knowledge
GS25.3	Add district energy to RFP selection criteria for suitable City-owned redevelopment projects.	Operations
OUTCOMES		**IMPACT**
1	Clean and Efficient Stormwater Management	
2	Efficient Water Use	
3	Lower Outdoor Temperatures	
4	Clean and Efficient Energy Use	■

STRATEGY 26

LEAD PARTNER
BUSINESS

Provide District Stormwater Management Services

A district approach to Stormwater Management can provide benefits for businesses, residents and the city. Locally captured and distributed stormwater improves efficiency by reducing potable water consumption and waste. District scale Stormwater Management can also minimize pollutant discharge into our local waterways, increase stormwater uptake by trees and vegetation, and promote quality shade and cooling to reduce the urban heat island effect. These facilities allow a more efficient use of land, incentivize investment by lowering development costs, and improve stormwater management within the District.

POLICIES		TOOLS
GS26.1	Support funding District Stormwater Management services through an Improvement District or other finacial tool, such as EPA stormwater loans and grants, impact fees or in-lieu fees.	Financing
GS26.2	Add District Stormwater management to RFP selection criteria for suitable City-owned redevelopment projects.	Operations
GS26.3	Engage anchor institutions, such as the VA Hospital, Central High School, and Brophy/Xavier on opportunities to provide district stormwater management.	Partnership
OUTCOMES		**IMPACT**
1	Clean and Efficient Stormwater Management	■
2	Efficient Water Use	■
3	Lower Outdoor Temperatures	■
4	Clean and Efficient Energy Use	

PRIORITY AREA ACTION PLANS

COMMUNITY PRIORITIES

Action Plan 2015-2020

Action Plans outline short term tasks that are designed to jump-start the implementation of District Plan Policies. Each Priority Investment Area includes a 5-Year Action Plan that has been developed with input from the Uptown Steering Committee and consultation with urban development professionals in the public, private and nonprofit sectors. The action steps are linked to one of three partner categories - Government, Community or Business - that is most suited to lead the task. To facilitate implementation, the type of implementation tool that is used for implementing each action step including Codes, Financing, Knowledge, Plans, Operations and Partnerships, is also provided in the plan.

Action Plans are intended to be regularly reviewed, updated and evaluated in order to create a "living document" that avoids being placed on a shelf or forgotten.

A primary role of the Uptown Steering Committee will be identifying, engaging and recruiting lead partners for each action step and monitoring progress going forward.

Policy AP 1: Support a bi-annual meeting of the Uptown Steering Committe to monitor progress and update the Action Plans.

Policy AP 2: Encourage additional property owner and business owner representatives and equal neighborhood representation on the Uptown Steering committee

Policy AP 3: Establish an interdepartmental Transit-Oriented Development team to support the implementation of the Uptown TOD Plan.

Government **Government Investors** include the local, state and federal agencies.

Community **Community Investors** are non-profits, foundations, schools, neighborhood associations and individual residents.

Business **Business Investors** are banks, real estate developers, and other private companies, ranging from large corporations to small mom n' pop shops.

Code Tools are regulations, such as the zoning ordinance, that can encourage or discourage different patterns and forms of urban development.

Financing Tools refer to grants, loans, bonds, taxes, and government funding programs.

Knowledge Tools means capacity building forums, professional training, and seminars to technical understanding.

Plan Tools include engineering studies, best practices research, redevelopment areas, market analyses and other similar documents.

Operations Tools are management practices such as inter-departmental coordination, decision-making transparency and approaches to service delivery.

Partnership Tools are mutually beneficial agreements between two or more parties such as joint use agreements, development agreements or corporate sponsorships.

CENTRAL & CAMELBACK Action Plan 2015-2020

Elements		Actions	TOOLS	GOVERNMENT	BUSINESS	COMMUNITY
Land Use	1	Hold a property owner forum on the Walkable Urban Code.	Knowledge	■		
	2	Use the Conceptual Master Plan as a guide when rezoning to the Walkable Urban Code.	Codes	■		
	3	Engage the land use law community to develop methods for strengthening the historic preservation ordinance.	Knowledge	■		
	4	Add Uptown Steering Committee Chair and Co-Chair to zoning notification system.	Operations	■		
	5	Encourage Steering Committee to monitor all zoning hearings.	Partnership			■
Housing	6	Construct a mixed use housing demonstration project.	Financing		■	
	7	Construct a Canal Oriented Development demonstration project.	Financing		■	
Economic Development	8	Sponsor an Adopt a Street for Central Avenue.	Partnership		■	
	9	Sponsor an Adopt a Canal.	Partnership		■	
	10	Assess City owned land and rezone developable properties to the Walkable Urban Code.	Codes	■		
	11	Issue Requests For Proposals to build on developable City owned properties. Invite the Uptown Steering Committee Chair, or designee, to serve on the selection panel.	Operations	■		
	12	Hold a property owner workshop on Improvement Districts and other tools for financing enhanced infrastructure and services.	Knowledge	■		
	13	Complete 3 beautification projects, such as murals, colorful building repainting and tree plantings.	Partnership			■
	14	Engage Central High School on the opportunity to create a small business incubator.	Partnership			■
	15	Organize 5 neighborhood events.	Partnership			■
	16	Complete a Water / Sewer infrastructure needs assessment.	Plan	■		
	17	Pursue partnerships to provide public school students with free access to three educational destinations, such as the Children's Museum of Phoenix, the Arizona Science Center and the Phoenix Zoo.	Partnership			■
	18	Create marketing materials for development areas in partnership with property owners.	Knowledge	■		
Health	19	Identify sponsorships and other opportunities to replace street lights with LED bulbs.	Financing			■
	20	Evaluate and install enhanced crosswalks at Central Avenue and the Grand Canal and Central Avenue and Camelback Road if appropriate.	Financing	■		
Mobility	21	Present Transportation Recommendations to the Citizens Committee on Transportation Needs.	Plan	■		
	22	Hold a property owner workshop on opportunities and tools to provide shared district parking.	Knowledge			■
	23	Partner with businesses and schools to increase access to transit passes for employees and students.	Partnership			■
	24	Implement pedestrian and bicycle improvements to the Grand Canal.	Financing	■		
	25	Pursue funding for pedestrian improvements along Highland Avenue.	Financing	■		
	26	Add a Bike Share station.	Financing	■		
Green Systems	27	Research utility spacing standards to identify the potential to improve the ability to plant shade trees that grow to full size.	Codes	■		
	28	Research stormwater regulations to identify the potential to allow on-site retention to be provided within adjacent right of way.	Codes	■		
	29	Determine feasibility of eliminating the need for a revocable permit for structural shade over sidewalks in the right of way.	Codes	■		
	30	Hold a community tree planting event.	Partnership			■

CENTRAL & INDIAN SCHOOL Action Plan 2015-2020

Elements		Actions	TOOLS	GOVERNMENT	BUSINESS	COMMUNITY
Land Use	1	Hold a property owner forum on the Walkable Urban (WU) Code.	Knowledge	■		
	2	Use the Conceptual Master Plan as a guide when rezoning to the Walkable Urban Code.	Plan	■		
	3	Hold a property owner workshop on Accessory Dwelling Units.	Knowledge	■		
	4	Add Uptown Steering Committee Chair to zoning notification system.	Operations	■		
	5	Encourage Steering Committee to monitor all zoning hearings.	Partnership			■
Housing	6	Construct a mixed income housing demonstration project.	Financing			■
	7	Engage the Carly T. Hayden VA Medical Center on opportunities to provide housing on their property.	Knowledge			■
Economic Development	8	Identify and reduce zoning and licensing barriers for temporary and mobile retailers and restaurants.	Codes	■		
	9	Add three major events to Steele Indian School Park.	Partnership			■
	10	Complete a Water / Sewer infrastructure needs assessment.	Financing	■		
	11	Create marketing materials for development areas in partnership with property owners.	Knowledge	■		
Health	12	Identify an incentive package to attract a full service grocery store near Central Avenue and Indian School Road.	Plan			■
	13	Develop a full service grocery store near Central Avenue and Indian School Road.	Financing		■	
	14	Identify sponsorships and other opportunities to replace street lights with LED bulbs.	Financing			■
	15	Research opportunities to construct a Community Recreation Center near Steele Indian School Park.	Plan	■		
	16	Evaluate and install enhanced crosswalks at Central Avenue and Indian School Road if appropriate.	Financing	■		
Mobility	17	Complete a study on the most efficient methods for increasing bus service on Indian School Road, including local buses and an urban circulator.	Plan	■		
	18	Organize a support coalition for improved public transit service on Indian School Road, including the Carl T. Hayden VA Medical Center and other major employers.	Partnership			■
	19	Provide transit passes for sale at the Carl T. Hayden VA Medical Center and other major employers.	Operations			■
	20	Add a Bike Share Station.	Financing	■		
	21	Present Transportation Recommendations to the Citizens Committee on Transportation Needs.	Plan	■		
Green Systems	22	Create standard construction details for Tree Pocket concept.	Plan	■		
	23	Hold a community tree planting event.	Partnership			■

CAMELBACK & 7TH AVE. Action Plan 2015-2020

Elements		Actions	TOOLS	GOVERNMENT	BUSINESS	COMMUNITY
Land Use	1	Hold a property owner forum on the Walkable Urban Code.	Knowledge	■		
	2	Use the Conceptual Master Plan as a guide when rezoning to the Walkable Urban Code.	Code	■		
	3	Identify code violations and issue notices to property owners.	Codes	■		
	4	Add Uptown Steering Committee Chair and Vice Chair to zoning notification system.	Operations	■		
	5	Encourage Steering Committee to Monitor all zoning hearings.	Partnership			■
	6	Complete 3 beautification projects, such as murals, colorful building repainting and tree planting.	Partnership			■
	7	Develop a Standard Plan for a flexible mixed use building concept that responds to market conditions and fits on Camelback Road's narrow lots.	Plan		■	
Housing	8	Develop a Mixed Use housing demonstration project.	Financing		■	
	9	Rehabilitate 1 apartment building.	Financing		■	
Economic Development	10	Create a fact sheet and procedural guide on establishing Improvement Districts.	Knowledge	■		
	11	Sponsor an Adopt a Street for Camelback Road.	Financing		■	
	12	Organize 3 graffiti and litter clean ups.	Partnership			■
	13	Hold a property owner forum on Improvement Districts or other tools for financing enhanced infrastructure and services.	Knowledge			■
	14	Complete Water / Sewer infrastructure needs assessment.	Plan	■		
	15	Create marketing materials for development opportunity sites.	Knowledge	■		
Health	16	Evaluate and install a HAWK at 7th Avenue and the Grand Canal if appropriate.	Financing	■		
	17	Identify methods to increase pedestrian safety on 7th Avenue.	Plan	■		
Mobility	18	Complete a study on the most efficient methods for increasing bus service on 7th Avenue.	Plan	■		
	19	Organize a coalition to support improved public transit service on 7th Avenue, including the 7th Avenue Merchants Association, neighborhood associations, and major employers.	Partnership			■
Green Systems	20	Research utility spacing standards to identify the potential to improve the ability to plant shade trees that grow to full size.	Codes	■		
	21	Research stormwater regulations to identify the potential to allow on-site retention to be provided within adjacent right of way.	Codes	■		
	22	Determine feasibility of eliminating or streamlining the need for revocable permits for structural shade over sidewalks in the right of way.	Codes	■		

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UPTOWN

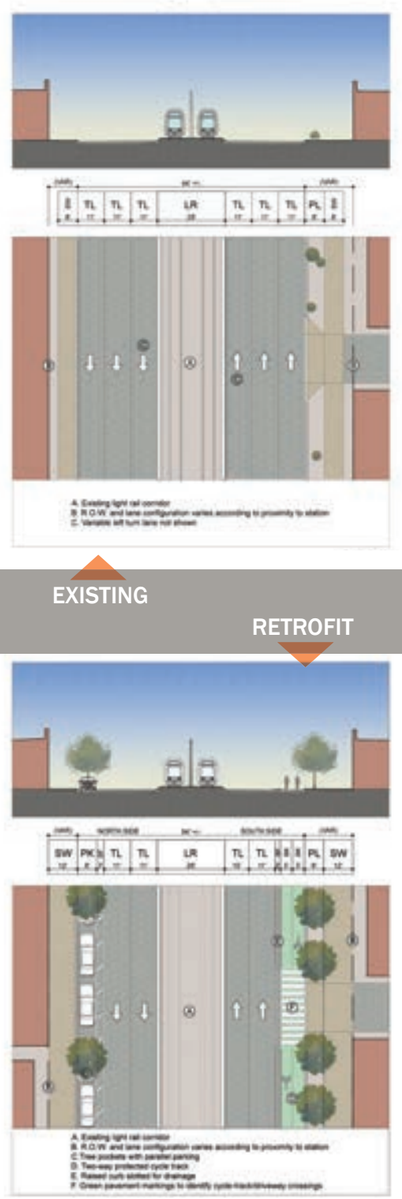
APPENDICES

Appendix

CONCEPTUAL STREET SECTIONS

The Conceptual Street Sections provide a general design concept for adding bicycle and pedestrian improvements without requiring significant acquisition of new right of way. The sections are illustrative only and are not intended to specify exactly how streets should be improved, but to provide an input for further analysis of engineering constraints, traffic impacts, and to help inform the preparation of Complete Street design standards.

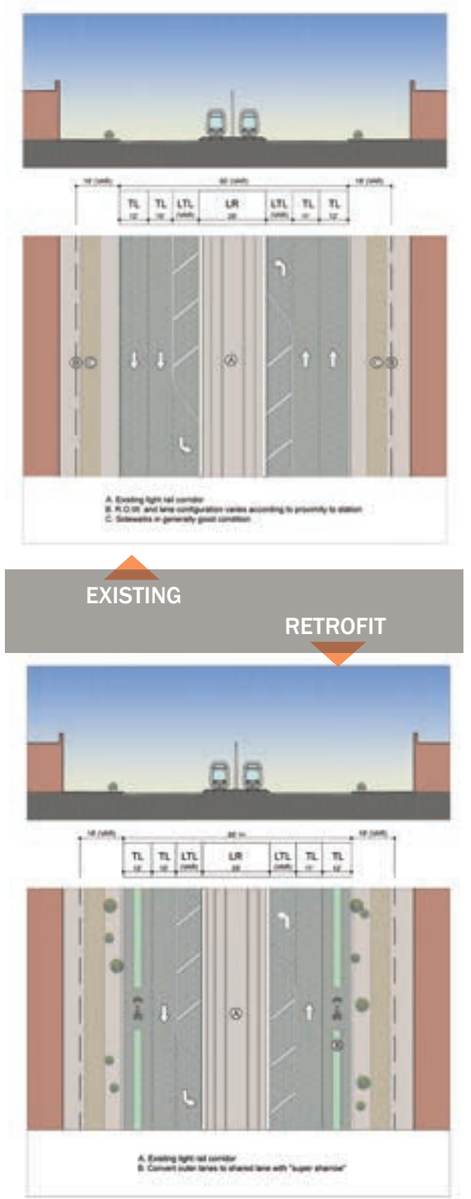
A - Camelback Road



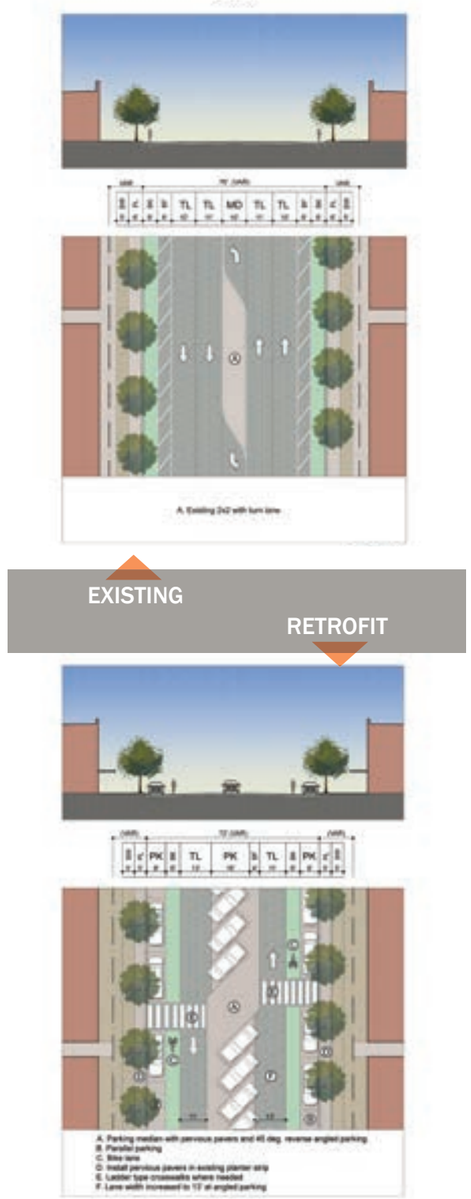
B - Highland Avenue



C - Central Avenue



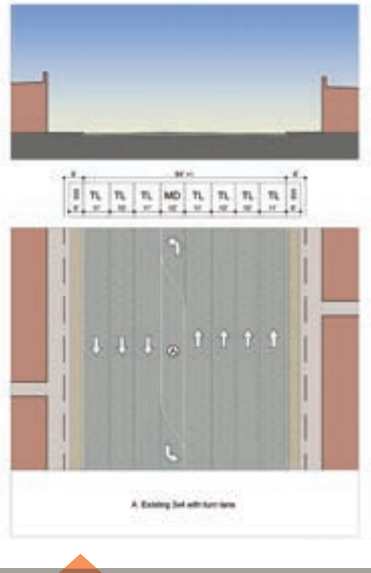
D - Central Avenue



Note: this retrofit option helps address parking deficiencies in the area. Further study is needed to explore the feasibility based on the variable right-of-way and other existing conditions.

CONCEPTUAL STREET SECTIONS

E - Indian School Road



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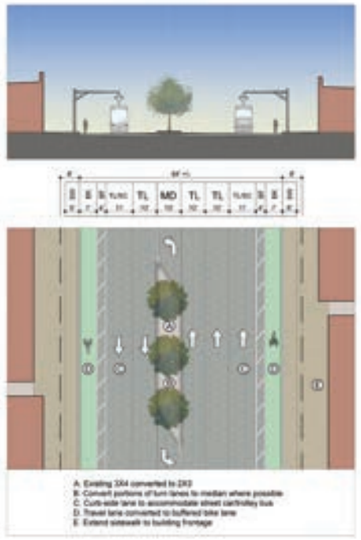
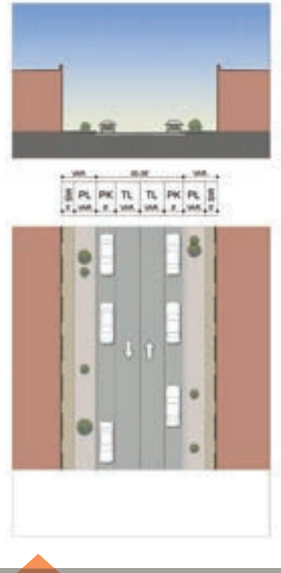


RETROFIT

A. Existing 3x4 converted to 2X3
B. Convert portions of turn lanes to median where possible
C. Curb-side lane to accommodate street car/trolley bus
D. Travel lane converted to buffered bike lane
E. Extend sidewalk to building frontage

Typical TOD



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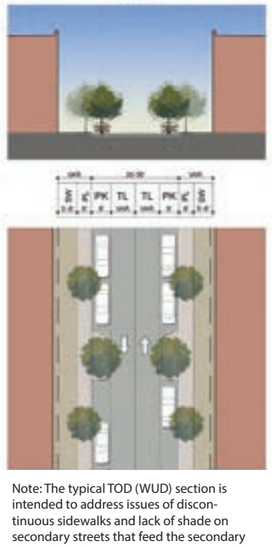

RETROFIT

Note: The typical TOD (WUD) section is intended to address issues of discontinuous sidewalks and lack of shade on secondary streets that feed the secondary light rail corridor.

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EXHIBIT N

City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

Staff Report Z-56-20-4
January 20, 2021

Alhambra Village Planning Committee Meeting Date:	January 26, 2021
Planning Commission Hearing Date:	February 4, 2021
Request From:	R-3 (Multifamily Residence District) (0.18 acres) and R-5 (Multifamily Residence District) (3.11 acres)
Request To:	WU Code T5:5 UT (Walkable Urban Code, Transect 5:5, Uptown Character Area) (3.29 acres)
Proposed Use:	Multifamily Residential
Location:	Southeast corner of 3rd Avenue and Coolidge Street
Owner:	Donor Network of Arizona
Applicant:	Trinsic Residential Group, Todd Gosselink
Representative:	Withey Morris PLC, Jason Morris
Staff Recommendation:	Approval, subject to stipulations

General Plan Conformity			
General Plan Land Use Map Designation		Residential 15+ Dwelling Units Per Acre	
Street Map Classification	3rd Avenue	Local Street	Varies from 30 to 40 foot east half street
	Coolidge Street	Local Street	Varies from 25 to 30 foot south half street

CONNECT PEOPLE AND PLACES CORE VALUE; OPPORTUNITY SITES; LAND USE PRINCIPLE: Promote and encourage compatible development and redevelopment with a mix of housing types in neighborhoods close to employment centers, commercial areas, and where transit or transportation alternatives exist.
The development, as proposed, will create new housing opportunities in the area and within close proximity to a light rail station, the educational facilities, and the North Central Avenue Employment Center, especially via the Grand Canal Multiuse Trail.

CONNECT PEOPLE AND PLACES CORE VALUE; COMPLETE STREETS; DESIGN PRINCIPLE: Locate parking to the rear of a site to create a more pedestrian environment, when adequate shielding from noise and light can be provided to adjacent established neighborhoods. On-street parking in some areas may also promote a pedestrian environment.
The development, as required by provisions of the Walkable Urban Code, will situate buildings to frame the street environment with vehicle parking lots situated at the interior of the site and to allow for the creation of a comfortable pedestrian environment along the public streets. Further, the development, as stipulated, will screen parking from the Grand Canal and its multiuse trail.

BUILD THE SUSTAINABLE DESERT CITY CORE VALUE; TREE AND SHADE; DESIGN PRINCIPLE: Integrate trees and shade into the design of new development and redevelopment projects throughout Phoenix.
The development, as stipulated, will create an attractive streetscape with detached and shaded sidewalks. The shade incorporated into the development along its frontages will reduce the urban heat island effect and increase thermal comfort which will make the area more walkable, bikeable, and sustainable.

CONNECT PEOPLE AND PLACES CORE VALUE; BICYCLES; DESIGN PRINCIPLE: Development should include convenient bicycle parking.
The development, as stipulated, includes bicycle parking and bicycle facilities as a central component of the project to facilitate bicycling as a way of life. Features include secure bicycle parking for residents, convenient racks for guests, and a bicycle repair station situated as a public amenity; together, these features will complement the Grand Canal and its multiuse trail.

CONNECT PEOPLE AND PLACES CORE VALUE; CANALS AND TRAILS; LAND USE PRINCIPLES: Plan, design, and develop pedestrian linkages between parks, open spaces, village cores, neighborhood shopping centers, neighborhood schools, and neighboring municipalities.
The subject site is immediately adjacent to the Grand Canal which recently was improved through the Canalscape Project and provides regional connectivity, direct connections to Phoenix Central High School, the Phoenix Coding Academy, Xavier College Preparatory, Brophy College Preparatory, Steele Indian School Park, and access to Central Avenue and the rail. The development, as stipulated, will add vitality to this section of the Grand Canal and its multiuse trail as a community asset.

Applicable Plans, Overlays, and Initiatives
Transit Oriented Development Strategic Policy Framework: Background Item No. 5.
Uptown Transit Oriented Development Policy Plan: Background Item No. 6.
Tree and Shade Master Plan: Background Item No. 9.
Complete Streets Guidelines: Background Item No. 10.
Comprehensive Bicycle Master Plan: Background Item No. 11.
Housing Phoenix: Background Item No. 12.
Reimagine Phoenix: Background Item No. 13.

Surrounding Land Uses and Zoning		
	Land Use	**Zoning**
On Site	Office	R-3 and R-5
East	Multifamily	R-5
North (across Coolidge Street	Various residential	R-3 and R-5
South (across the Grand Canal)	Multifamily	R-4
West	Single-family residential	R-3

Walkable Urban Code Transect 5:5 UT		
Standards	**Requirements**	**Provisions on the Proposed Site Plan**
Gross Acreage	No minimum	3.29
Total Number of Units	No maximum	218 units
Density	No maximum	66.26
Building Height	56 foot maximum	56 feet (Met)
Parking Structure Height	Cannot exceed building height	58 feet (Not Met*)
Streetscape Standards (Section 1312.E)		
Minor Collector and Local Streets	Minimum sidewalk width: 5 feet Minimum landscape width: 5 feet (if no public utility conflict)	5 feet (Met) 5 feet (Met)
Main Building Setbacks		
Primary Frontage (Coolidge Street)	12 foot maximum	Varies but less than 12 feet (Met)
Secondary Frontage (3rd Avenue)	10 foot maximum	10 feet (Met)
Non Street (South and East)	0 foot minimum	15 feet and 10 feet respectively (Met)
Parking Setbacks		
Primary Frontage	30 foot minimum or behind building	Behind building (Met)
Secondary Frontage	20 foot minimum with a 10 foot landscape setback measured from the street right of way	Behind building (Met)
Rear (West)	0 foot minimum	Behind building (Met)
Lot Requirements		
Lot Coverage	80 percent maximum	73 percent (Met
Primary Building Frontage	70 percent minimum	94 percent (Met)
Secondary Building Frontage	50 percent minimum	83 percent (Met)

Walkable Urban Code Transect 5:6 UT *(Cont.)*		
Standards	**Requirements**	**Provisions on the Proposed Site Plan**
Frontage Types Allowed		
Primary Frontage (Coolidge Street)	All frontages or alternative frontages as per Section 1305.B.1.c	Storefront and Stoop / Doorwell, Met)
Secondary Frontage (3rd Avenue)	All frontages or alternative frontages as per Section 1305.B.1.c	Stoop / Doorwell, Met)
Entry Requirements	Common Entry: minimum one per 50 feet of primary building frontage and one per 80 feet of secondary frontage. Other frontages as per Table 1305.1	Not provided.
Glazing Requirements T4 standards apply for multifamily	Ground floor and second floor 25 percent minimum. Second floor (east and west): 10 percent minimum Upper floors: not applicable	Not provided.
		**Site plan adjustment required*

Background/Issues/Analysis

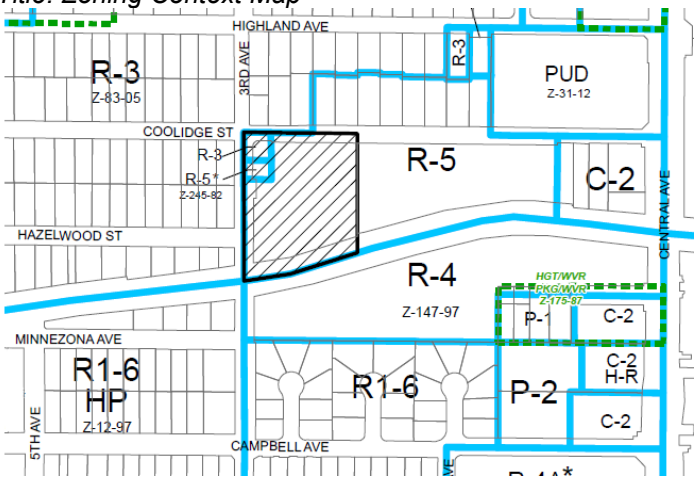
SUBJECT SITE

1. This request is to rezone 3.29 acres at the southeast corner of 3rd Avenue and Coolidge Street from R-3 (Multifamily Residence District) and R-5 (Multifamily Residence District) to WU Code T5:5 UT (Walkable Urban Code Transect 5:5, Uptown Character Area).

SURROUNDING LAND USES AND ZONING

2. The proposed zoning of WU Code T5:5 UT (Walkable Urban Code Transect 5:5, Uptown Character Area) permits a maximum height of 56 feet. The site is currently developed with an office building. The Zoning Context Map depicts the zoning entitlements of the subject site and the surrounding area.

Title: Zoning Context Map



Source: Planning and Development Department

East: Immediately east of the subject site is a multifamily complex which is zoned R-5 (Multifamily Residence District). The zoning permits a maximum height of 48 feet but the existing buildings do not exceed three stories in height.

West: West of the subject site across 3rd Avenue are residential structures of a single-story and single-family detached character. The R-3 (Multifamily Residence District) zoning permits a maximum height of 30 feet by right, and up to 48 feet with increased setbacks.

North: North of the subject site across Coolidge Street are various residential structures ranging from a single-family detached character to small apartment complex, with neither type exceeding two stories. The approximate west half of sites immediately north of the subject site are zoned R-3 (Multifamily Residence District) which permits a maximum height of 30 feet by right, and up to 48 feet with increased setbacks, and the remaining sites to the east are zoned R-5 (Multifamily Residence District) which permits a maximum height of 48 feet.

South (the Grand Canal): South of the subject site is the Grand Canal which was recently improved through the Canalscape project which brought lighting, landscaping, and seating improvements to this section of the canal.

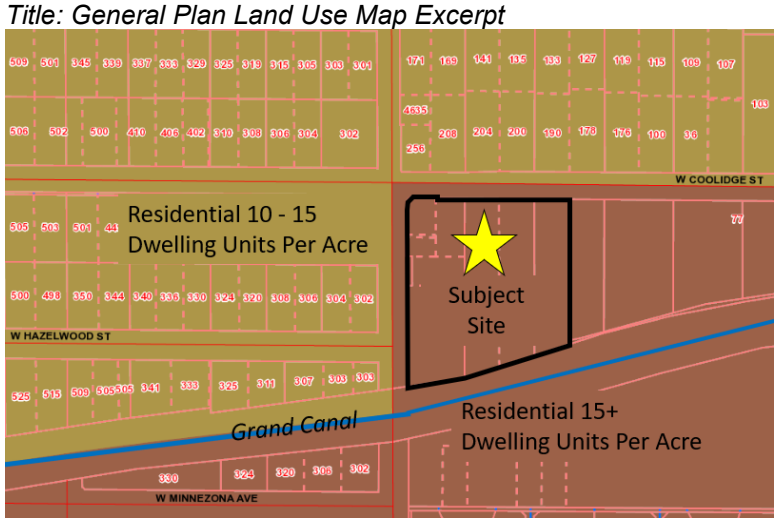
South (beyond the Grand Canal): South of the subject site across the Grand Canal is a multifamily community zoned R-4 (Multifamily Residence District) which permits a maximum height of 48 feet.

3. Located along Central Avenue and several properties east of the subject site is the Interim Transit-Oriented Zoning Overlay District One (TOD-1). The primary purpose of TOD-1 was "to encourage an appropriate mixture and density of activity around transit stations to increase ridership along the light rail corridor and promote alternative modes of transportation to the automobile" while the Walkable Urban Code was developed.

GENERAL PLAN LAND USE MAP

4. The General Plan Land Use Map depicts a land use designation of Residential 15+ dwelling units per acre which is consistent with the density proposed.

Title: General Plan Land Use Map Excerpt



Source: Planning and Development Department

Surrounding the subject site are designations for multifamily densities including Residential 15+ dwelling units per acre to the south and east and Residential 10 to 15 dwelling units per acre to the north and west. The proposed use and density of the subject site is consistent with the surrounding context.

5. The Encanto Village Character Plan was approved and adopted in the Phoenix General Plan through General Plan Amendment GPA-1-19. Each of the 15 Urban Villages have a Character Plan.

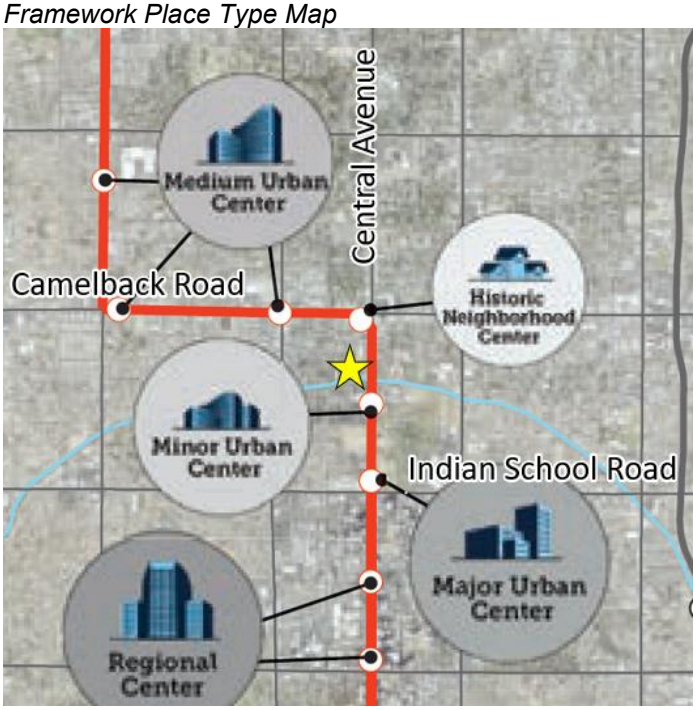
The proposed project advances the following items identified in the Encanto Village Character Plan: encourage growth along the light rail; integrating canals into project design; and new development being consistent with adopted plans.

One such area of alignment is with the North Central Employment Center (profile attached) which identifies the presence of approximately 770,000 young, well-educated, workers within a 10 to 20 minute drive and projected growth of 170,000 new residents within a 30 minute drive. The proposed development will provide housing opportunities for the growing population in proximity to the growing employment center while also reducing the need for long vehicle commutes.

6. **Transit Oriented Development Strategic Policy Framework:**
The Transit Oriented Development Strategic Policy Framework is part of the City's General Plan. The framework identifies planning typologies to describe urban environments in terms of appropriate scale and intensity

As depicted on the right, the subject site is located within one-quarter mile from two light rail stations. The nearest station, Central and Campbell, is identified in the Strategic Policy Framework as a Minor Urban Center Place Type.

Title: Transit Oriented Development Strategic Policy Framework Place Type Map



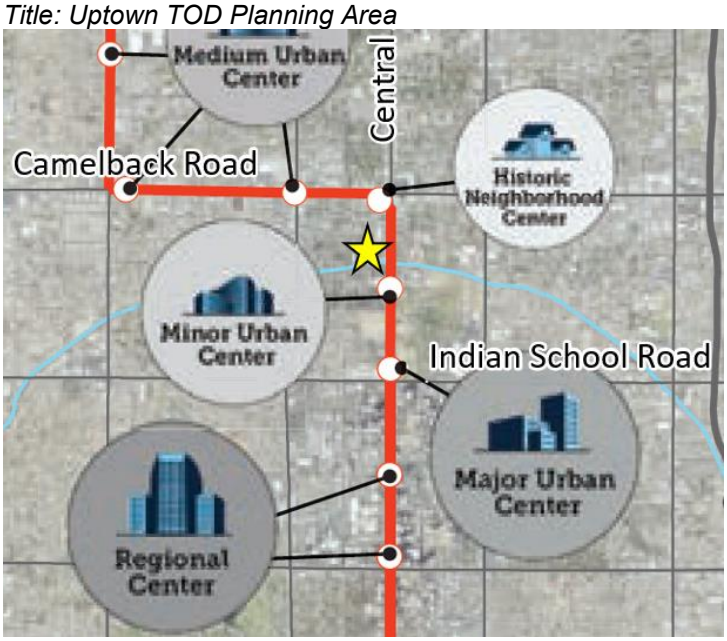
Source: Planning and Development Department

The Minor Urban Center Place Type is characterized by two to five story buildings with allowances for up to seven when incentive criteria are met or when a special circumstance exists. The proposed development, using the Walkable Urban Code and depicting a height of four stories, is consistent with the Minor Urban Center Place Type.

7. **Uptown Transit Oriented Development Policy Plan:**
The subject site is located within the Uptown TOD Planning Area which is depicted on the following page. The policy plan adopted for the Uptown TOD District provides a blueprint for fully achieving the transformative potential of light rail in a sustainable manner. Changes advocated in the plan can lower transportation costs for residents, create new business opportunities, encourage active, healthy lifestyles, ensure Phoenix increases its competitive advantage in the global marketplace, and improve prosperity by growing the economy in locations with existing infrastructure and public services.

While the subject site is not mapped for a specific recommended transect for redevelopment, the Uptown TOD District Plan provides the following direction relevant to the subject site:

Title: Uptown TOD Planning Area



Source: Planning and Development Department

Activating the Grand Canalscape:
The Uptown TOD Plan describes at length the importance and opportunity of embracing the Grand Canal as an open space amenity, as a regional active transportation trail, and as waterfront. While the Canalscape Project is complete, it is the projects adjacent to the Grand Canal that will enliven the waterfront.

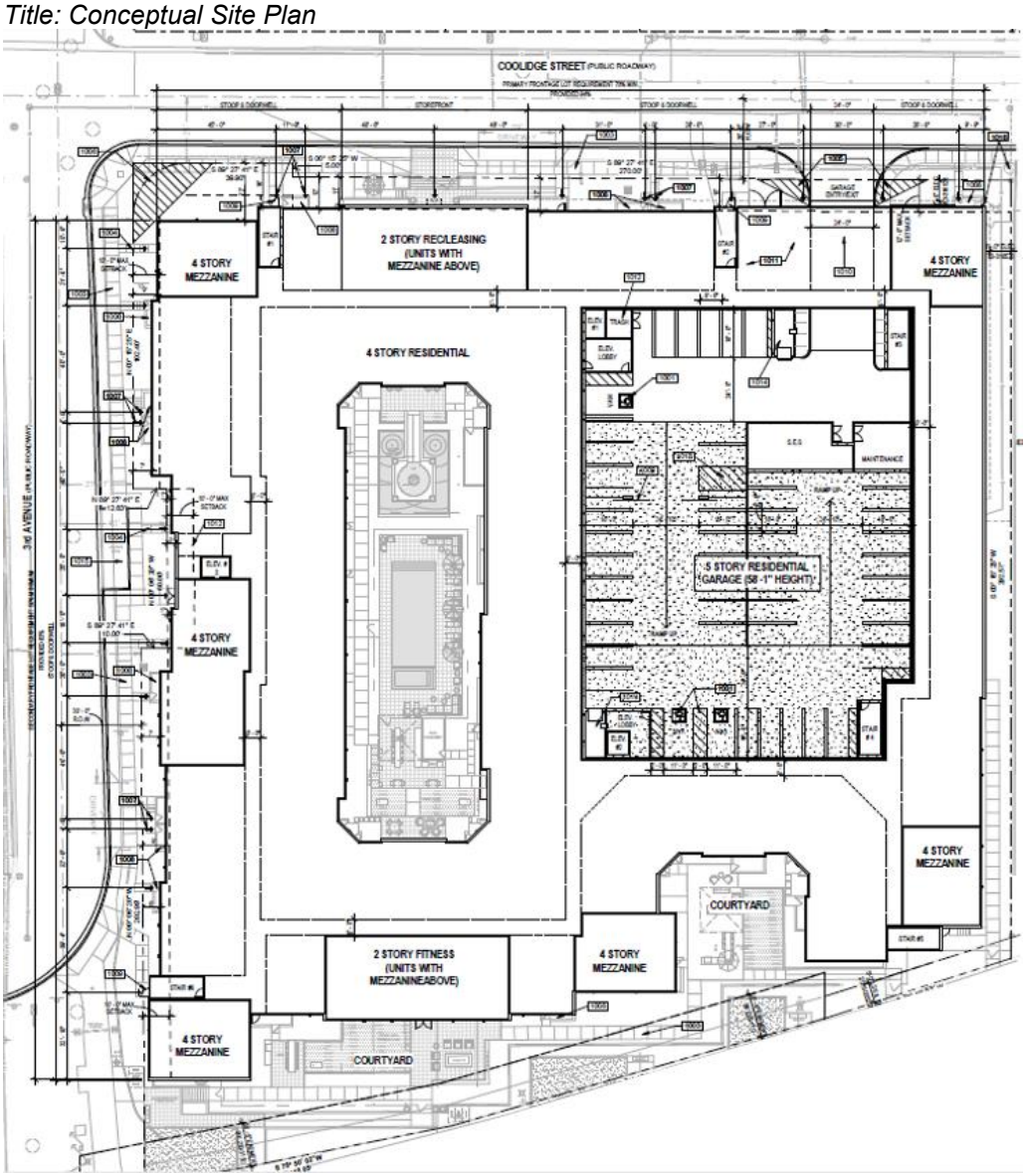
Increase the Population Using Alternative Transportation: .
The Uptown TOD Plan includes several measurable outcomes focused on increasing ridership on the light rail, increasing the number of individuals riding bikes or walking to work, and decreasing the number of Vehicle Miles Traveled (VMT). The proposed project will position new households within walking and bicycling distance to jobs, schools, and major park facilities.

PROPOSAL

8. *Site Plan*

As depicted on the conceptual site plans and elevations on the following pages, the proposal is for four floors of housing with five levels of parking located at the interior of the site. The site plan depicts one point of vehicular access from Coolidge Street. The site plan depicts 218 dwelling units with 46 studios, 116 one-bedroom, and 56 two-bedroom units. At a rate of 1.3 parking spaces per studio and 1.5 spaces per one and two bedroom units, the code would require 318 parking spaces but due to the proximity to light rail, a 10 percent reduction is applied for a total of 287 spaces.

Title: Conceptual Site Plan



Source: Rich Barber Architects

The ground floor units fronting 3rd Avenue and Coolidge Street will employ stoop and doorwell frontages and the main leasing area oriented to Coolidge Street will employ a storefront frontage; these ground level treatments abide by the intent of the Walkable Urban Code to active the street frontage in addition to detached sidewalks and trees planted between the curb and sidewalk as required by the Walkable Urban Code.

The conceptual site plan depicts frontage types along the southern face of the

building mass to activate the interface with the canal. Staff is recommending Stipulation No. 1 to require the frontage types along 40 percent of the canal oriented building frontage.

9. *Canal Interface*

The conceptual site plan and building elevations depict measures intended to embrace and activate the frontage to the Grand Canal including amenity areas, common areas, bike racks, a bicycle repair station, vegetation, and a perimeter wall comprised mostly of view fence for ground level transparency. The Phoenix Zoning Ordinance governs canal interface through the design standards contained in Section 507 Tab A.

To advance the intent of the design guidelines and the Walkable Urban Code, staff is recommending a series of stipulations to provide additional specificity regarding improvements to the area between the southern mass of the building and the Grand Canal right-of-way including the following:

- Stipulation No. 1: To require Walkable Urban Code Frontage Types along a minimum 50 percent of the canal-facing building façade.
- Stipulation No. 2: To require architectural enhancements along the canal-facing building façade.
- Stipulation No. 3: To require large canopy shade trees to soften the canal environment and provide thermal comfort in the amenity areas and near the canal.
    - Due to the presence of an SRP easement at this location, the extent to which the developer will be allowed to improve this are is unknown and, therefore, the stipulation contains the language “as approved or modified by the Planning and Development Department.
- Stipulation No. 4: To require shaded open space adjacent to the canal right-of-way through the application of Section 1310.A.2 of the Phoenix Zoning Ordinance.
    - Due to the presence of an SRP easement at this location, the extent to which the developer will be allowed to improve this are is unknown and, therefore, the stipulation contains the language “as approved or modified by the Planning and Development Department.
- Stipulation No. 5: To require all walls and fences within 30 feet and oriented-to the canal right-of-way to have a maximum opaque height of 36 inches to promote interface between the project and the canal amenity.

10. *Conceptual Elevations*

The conceptual building elevations, pictured below, depict a four story multifamily complex exhibiting modern design elements, multiple colors, building articulation, shaded upper floor balconies, and a mix of ground floor frontage treatments including stoops, doorwells, and storefronts.

Title: Conceptual Building Elevations



Source: Rich Barber Architects

STUDIES AND POLICIES

11. **Tree and Shade Master Plan:**
The Tree and Shade Master Plan encourages treating the urban forest as infrastructure to ensure the trees are an integral part of the City's planning and development process. Sidewalks on the street frontages should be detached from the curbs to allow trees to be planted on both sides of the sidewalk to provide thermal comfort for pedestrians and to reduce the urban heat island effect.

The Walkable Urban Code contains landscape standards to provide enhanced tree plantings with a focus on thermal comfort and the conceptual site plan complies with code requirements.

To require tree shade be integrated into the project between the southern building mass and the Grand Canal right-of-way, staff is recommending Stipulation No. 3 requiring large canopy shade trees, placed 20 feet on center or in equivalent groupings, and with a minimum caliper of 3-inches at installation; the purpose of this stipulation is to promote thermal comfort for the amenity areas and along the Grand Canal.

12. **Complete Streets Guidelines:**
In 2014, the City of Phoenix City Council adopted the Complete Streets Guiding Principles. The principles are intended to promote improvements that provide an accessible, safe, connected transportation system to include all modes, such as bicycles, pedestrians, transit, and vehicles. The Walkable Urban Code contains requirements for detached sidewalks with vegetative shade which will enhance the thermal comfort and sense of security for pedestrians passing on adjacent sidewalks.

Staff is recommending Stipulation No. 8 to require enhanced bicycle facilities on the site including secure bicycle parking for residents, bicycle racks for guests, and a publicly accessible bicycle repair station near the southern edge of the site; the purpose of these stipulations is to complement 3rd Avenue which is identified as the Phoenix Sonoran Bikeway and the Grand Canal multiuse trail which provides regional trail connectivity.

13. **Comprehensive Bicycle Master Plan:**
The Comprehensive Bicycle Master Plan is a guide for creating a culture and environment conducive to bicycling as a viable mode of transportation. The proximity to high capacity transit underscores the importance of walking and bicycling in this area.

Recognizing the presence of the Grand Canal, the recently completed Canalscape investments, the presence of the Phoenix Sonoran Bikeway, and proximity to high capacity transit, staff is recommending Stipulation No. 8 which requires secure bicycle parking for residents, bicycle parking for guests, and a publicly accessible bicycle repair station.

14. **Housing Phoenix:**
In June 2020, the Phoenix City Council approved the Housing Phoenix Plan. This Plan contains policy initiatives for the development and preservation of housing with the vision of creating a stronger and more vibrant Phoenix through increased housing options for residents at all income levels and family sizes. Phoenix's rapid population growth and housing underproduction has led to a need for over 163,000 new housing units. Current shortages of housing supply relative to demand are a primary reason why housing costs are increasing.

The proposed development supports the Plan's goal of preserving or creating 50,000 housing units by 2030 by contributing to a variety housing types that will address the supply shortage at a more rapid pace while using vacant or underutilized land in a more sustainable fashion.

15. **Zero Waste PHX:**
The City of Phoenix is committed to its waste diversion efforts and has set a goal to become a zero waste city, as part of the city's overall 2050 Environmental Sustainability Goals. One of the ways Phoenix can achieve this is to improve and expand its recycling and other waste diversion programs. Section 716 of the Phoenix Zoning Ordinance establishes standards to encourage the provision of recycling containers for multifamily, commercial and mixed-use developments meeting certain criteria. The provision of recycling containers was not addressed in the applicant's submittals.

COMMUNITY CORRESONDENCE

16. As of the writing of this report, one letter of opposition was received detailing concerns relating to scale, privacy, traffic, the abundance of multifamily, and the design compatibility with the historic district.

INTERDEPARTMENTAL COMMENTS

17. The Fire Department commented that the site plan must comply with the Phoenix Fire Code and further indicated there are no problems anticipated with the case. Further, the Department commented that they do not know the water supply at this site and noted that additional water supply may be required to meet the required fire flow per the Phoenix Fire Code.

18. The Public Works Department, Floodplain Management Division determined the site is in a Special Flood Hazard Area (SFHA) called Zone A, on panel 1740 L of the Flood Insurance Rate Maps (FIRM) dated October 16, 2013. The Public Works Department provided Stipulation No. 10 to require the applicant follow and document all necessary processes and improvements.

19. The Street Transportation Department provided Stipulation Nos. 6, 7, and 9 to require traffic calming at vehicular driveways, two pedestrian connections to the Grand Canal trail, and their standard stipulation regarding the applicant being responsible for construction of adjacent streets, respectively.

    The Street Transportation Department including the Pedestrian Safety Coordinator further commented on the importance of enhanced pedestrian and bicycle facilities including detached sidewalks, bicycle parking, a bicycle repair station, and connections to the Grand Canal trail. These issues are addressed in other stipulations or will be addressed through the application of the Walkable Urban Code.

20. The Public Transit Department commented on the need for a robust system of shaded pedestrian pathways with measures to delineate pedestrian crossings at drive-aisles. These issues are addressed in other stipulations or will be addressed through the application of the Walkable Urban Code.

OTHER

21. The site has not been identified as being archaeologically sensitive. However, in the event archaeological materials are encountered during construction, all ground disturbing activities must cease within 33-feet of the discovery and the City of Phoenix Archaeology Office must be notified immediately and allowed time to properly assess the materials. This is addressed in Stipulation No. 13.

22. Based on the proximity to Sky Harbor Airport, the Aviation Department is requiring Stipulation Nos. 11 and 12 which require recorded documents to disclose the existence of Sky Harbor Airport to future owners and residents, and that an avigation easement be recorded.

23. Development and use of the site are subject to all applicable codes and ordinances. Zoning approval does not negate other ordinance requirements. Other formal actions such as, but not limited to, zoning adjustments and abandonments may be required.

Findings

1. The proposal is consistent with the General Plan Land Use Map designation of Residential 15+ Dwelling Units Per Acre and the TOD Strategic Policy Framework Minor Urban Center Place Type designation.

2. The development advances the vision and recommendations contained in the Uptown Transit Oriented Development Plan and will support pedestrian oriented development near the light rail and multiple urban bikeways.

3. The proposal will create additional housing options for the significant number of residents in the Uptown TOD District.

Stipulations

1. The south facing mass of the building(s) oriented to the Grand Canal shall incorporate Walkable Urban Code Frontage Types described in Section 1305 for a minimum 40 percent of the building face(s), as approved by the Planning and Development Department. For the purpose applying the above provisions, the above shall be treated as a Secondary Frontage with regard to glazing.

2. The south facing mass of the building(s) oriented to the Grand Canal shall contain architectural embellishments, design detailing, and / or space programming to activate and provide visual access onto the canal, as approved by the Planning and Development Department. Examples of appropriate enhancements may include textural changes, offsets, recesses, variation in window size and location, overhang canopies, balconies with a depth greater of than 3 feet, and amenities such as gathering spaces.

3. Between the southern mass of the building and the south property line (the Grand Canal right-of-way), the developer shall plant minimum 3-inch caliper, large canopy shade trees, at a minimum frequency of 25 feet on center or in equivalent groupings, as approved or modified by the Planning and Development Department.

4. The provisions of Section 1310.A.2 of the Phoenix Zoning Ordinance shall apply to require shaded open space of which a minimum 50 percent shall be situated adjacent to the south property line (the Grand Canal right-of-way), as approved or modified by the Planning and Development Department.

5. No solid perimeter wall greater than 36 inches in height shall be oriented to and located within 30 feet of the south property line (the Grand Canal right-of-way), as approved by the Planning and Development Department.

6. The developer shall provide traffic calming to slow vehicle traffic exiting the property with specific regard to pedestrian safety on the public sidewalk, as approved by the Planning and Development Department.

7. The developer shall provide a minimum of two direct and accessible pedestrian connections from the amenity areas located south of the building mass to the shared use path along the Grand Canal Trail, as approved by the Planning and Development Department.

8. The developer shall provide and maintain the following bicycle infrastructure as described below and as approved by the Planning and Development Department.

    a. A bicycle repair station (fix-it station) along the southern edge of the site, visible, and accessible from the public sidewalk and / or the Grand Canal Trail. The station shall include but not limited to: standard repair tools affixed to the station; a tire gauge and pump; and a bicycle repair stand which allows pedals and wheels to spin freely while adjusting the bike.

    b. All required bicycle parking for multifamily use, per Section 1307.H.6.d of the Phoenix Zoning Ordinance, shall be secured parking.

    c. Guest bicycle parking for multifamily residential use shall be provided at a minimum of 0.05 spaces per unit with a maximum of 50 spaces near entrances of buildings and installed per the requirements of Section 1306.H. of the Phoenix Zoning Ordinance.

9. The developer shall construct all streets within and adjacent to the development with paving, curb, gutter, sidewalk, curb ramps, streetlights, median islands, landscaping and other incidentals as per plans approved by the Planning and Development Department. All improvements shall comply with all ADA accessibility standards.

10. This parcel is in a Special Flood Hazard Area (SFHA) called Zone A, on panel 1740 L of the Flood Insurance Rate Maps (FIRM) dated October 16, 2013. The following requirements shall apply, as approved by the Planning and Development Department:

a. The Architect/Engineer is required to show the floodplain boundary limits on the Grading and Drainage plan and ensure that impacts to the proposed facilities have been considered, following the National Flood Insurance Program (NFIP) Regulations (44 CFR Paragraph 60.3); this includes, but not limited to provisions in the latest versions of the Floodplain Ordinance of the Phoenix City Code.

b. A copy of the Grading and Drainage Plan shall be submitted to the Floodplain Management section of Public Works Department for review and approval of Floodplain requirements.

c. The developer shall provide a FEMA approved CLOMR-F or CLOMR prior to issuance of a Grading and Drainage permit.

11. The property owner shall record documents that disclose the existence, and operational characteristics of Phoenix Sky Harbor Airport to future owners or tenants of the property. The form and content of such documents shall be according to the templates and instructions provided which have been reviewed and approved by the City Attorney.

12. The developer shall grant and record an avigation easement to the City of Phoenix for the site, per the content and form prescribed by the City Attorney prior to final site plan approval.

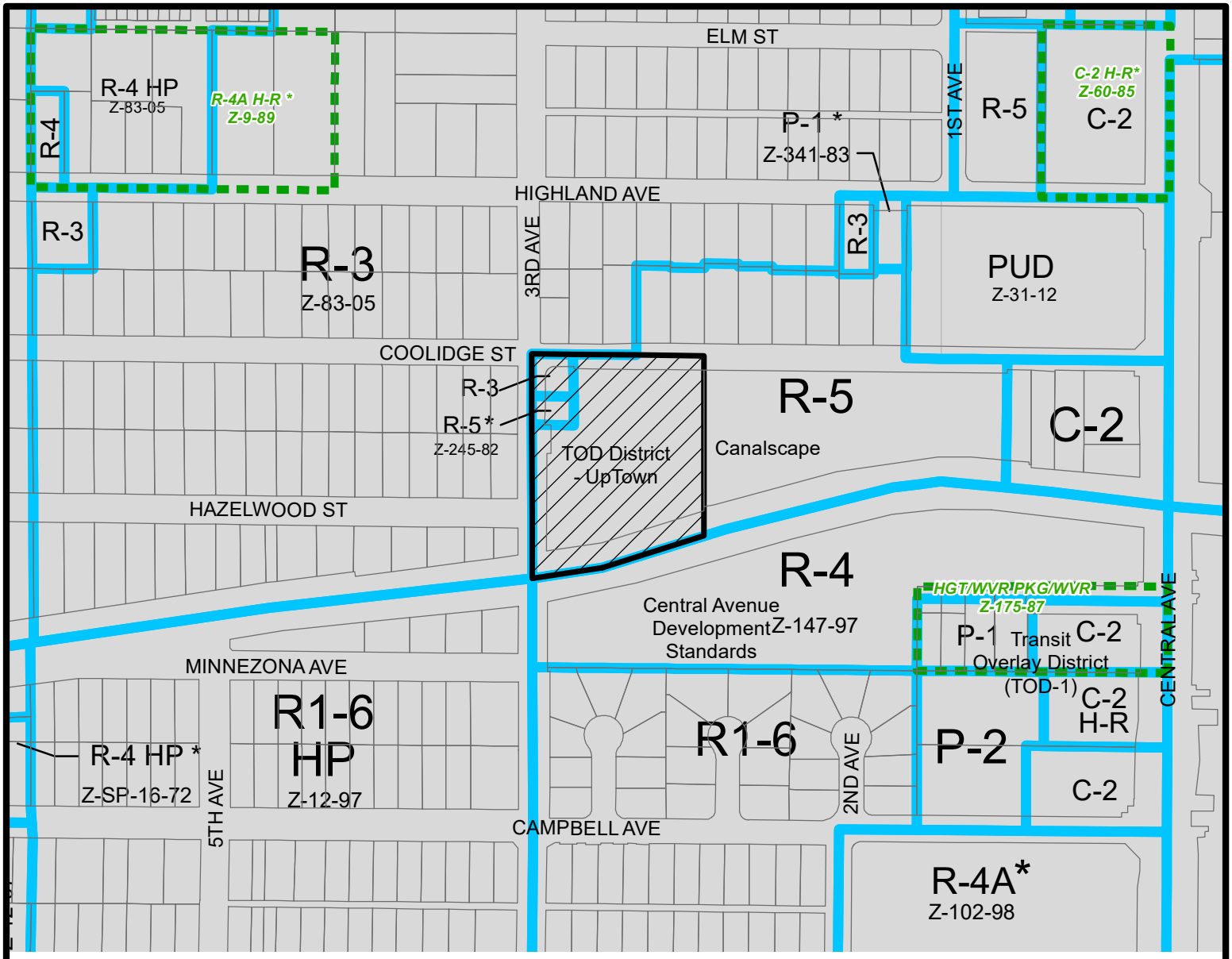
13. In the event archaeological materials are encountered during construction, the developer shall immediately cease all ground-disturbing activities within a 33-foot radius of the discovery, notify the City Archaeologist, and allow time for the Archaeology Office to properly assess the materials.

Writer
Nick Klimek
January 20, 2021

Team Leader
Samantha Keating

Exhibits
Zoning sketch map
Aerial sketch map
Conceptual Site Plan and Elevations date stamped October 19, 2020 (2 pages)
Community Correspondence (4 pages)

North Central Employment Center Profile (2 pages)



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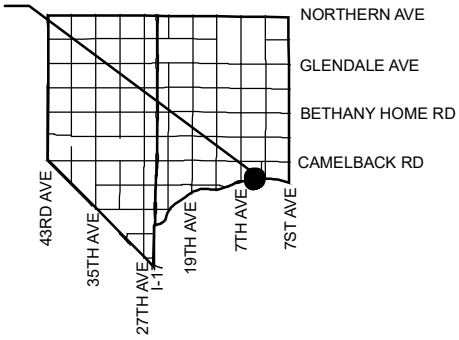
ALHAMBRA VILLAGE

CITY COUNCIL DISTRICT: 4

City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

Z-56-20



APPLICANT'S NAME:	Trinsic Residential Group, Todd Gosselin
APPLICATION NO.	Z-56-20
DATE:	10/23/2020
REVISION DATES:	
GROSS AREA INCLUDING 1/2 STREET AND ALLEY DEDICATION IS APPROX.	3.29 Acres
AERIAL PHOTO & QUARTER SEC. NO.	QS 18-27
ZONING MAP	H-8

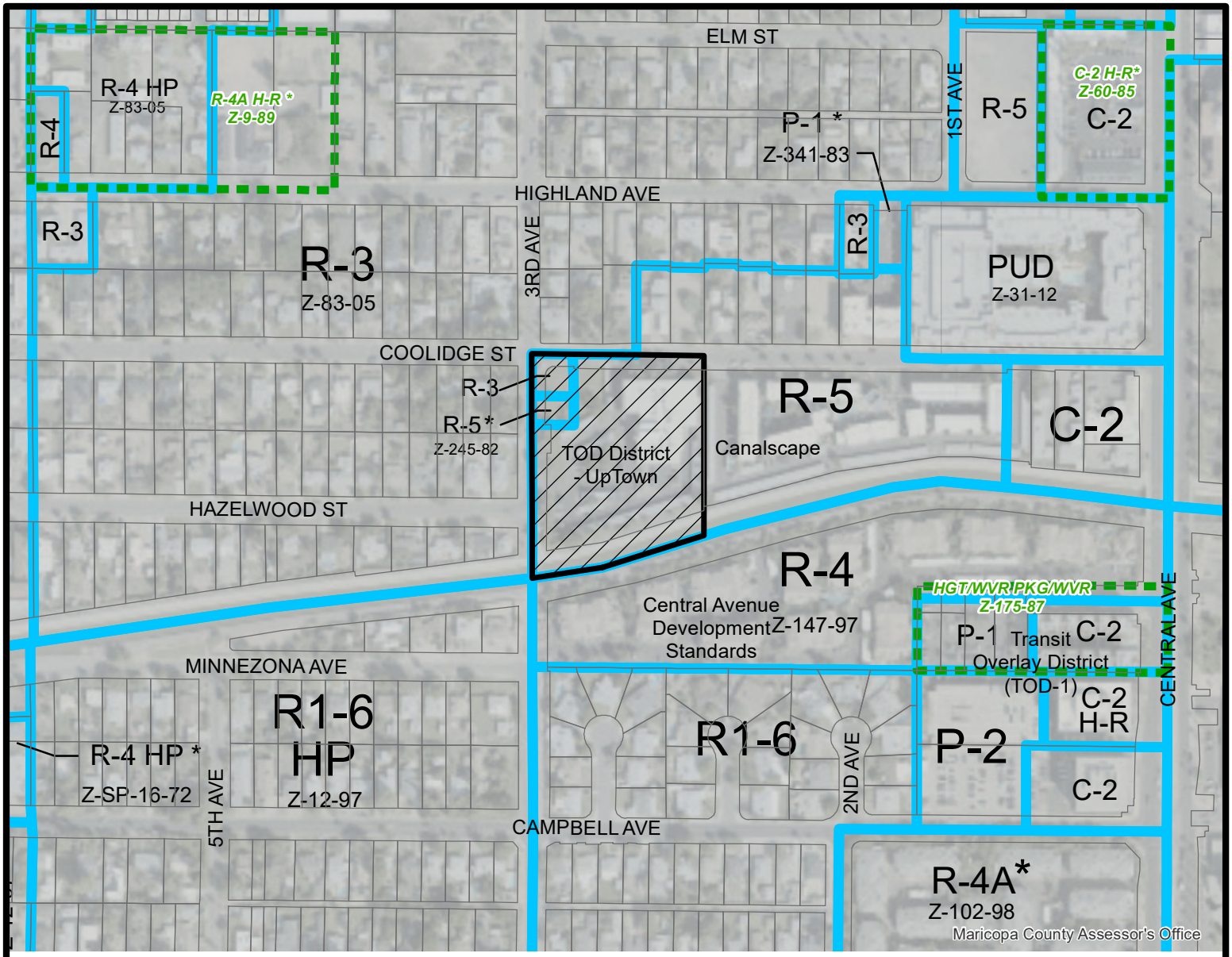
REQUESTED CHANGE:

FROM: R-3 (0.18 a.c.)
R-5 (3.11 a.c.)

TO: WU Code T5:5 UT (3.29 a.c.)

MULTIPLES PERMITTED	CONVENTIONAL OPTION	* UNITS P.R.D. OPTION
R-3, R-5	2, 135	3, 162
WU Code T5:5 UT	No Maximum	N/A

* **Maximum Units Allowed with P.R.D. Bonus**



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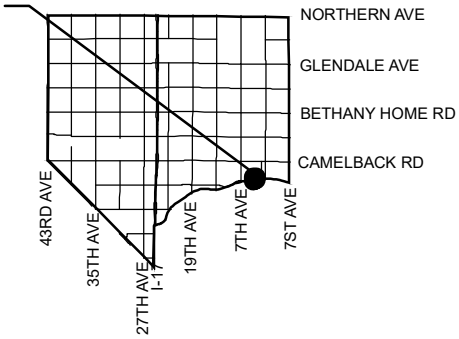
ALHAMBRA VILLAGE

CITY COUNCIL DISTRICT: 4

City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

Z-56-20



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ZONING MAP	H-8

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R-5 (3.11 a.c.)

TO: WU Code T5:5 UT (3.29 a.c.)

MULTIPLES PERMITTED	CONVENTIONAL OPTION	* UNITS P.R.D. OPTION
R-3, R-5	2, 135	3, 162
WU Code T5:5 UT	No Maximum	N/A

* **Maximum Units Allowed with P.R.D. Bonus**

Document Path: S:\Department Share\Information Systems\PL GIS\IS_Team\Core_Functions\Zoning\sketch_maps\2020\Z-56-20.mxd

10/17/2020 2:18:11 PM

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:
THE WEST HALF OF LOT 15 AND THE EAST HALF OF LOT 17, SUBURBAN ACRES, ACCORDING TO PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 13 OF MAPS, PAGE 22;
EXCEPT THE NORTH 7.5 FEET FOR STREET PURPOSES.
PARCEL NO. 2:
THE WEST HALF OF LOT 17, SUBURBAN ACRES, ACCORDING TO PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 13 OF MAPS, PAGE 22;
EXCEPT THE NORTH 7.5 FEET FOR ROAD.
PARCEL NO. 3:
LOT 19, SUBURBAN ACRES, ACCORDING TO PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 13 OF MAPS, PAGE 22;
EXCEPT THEREFROM THE NORTH 185 FEET THEREOF;
EXCEPT THEREFROM THE WEST 20 FEET THEREOF; AND
EXCEPT THEREFROM ANY PART, THEREOF, LYING WITHIN THE WEST 30 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS PROVIDED IN DEED RECORDED IN DOCKET 9401, PAGE 123.
PARCEL NO. 4:
THE SOUTH 60 FEET OF THE NORTH 185 FEET OF LOT 19, SUBURBAN ACRES, ACCORDING TO PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 13 OF MAPS, PAGE 22;
EXCEPT THE FOLLOWING DESCRIBED PARCEL FOR ROADWAY PURPOSES;
THAT PART OF THE SOUTH 60 FEET OF THE NORTH 185 FEET OF LOT 19, SUBURBAN ACRES, LYING WITHIN 40 FEET OF THE MONUMENT LINE OF THIRD AVENUE, AS SAID MONUMENT LINE IS SHOWN ON THE PLAT OF SOUTH PIERSON PLACE, THE PLAT OF WHICH IS RECORDED IN BOOK 17 OF MAPS, PAGE 45.
PARCEL NO. 5:
THE SOUTH 38 FEET OF THE WEST 60 FEET OF THE EAST 120 FEET OF THE NORTH 125 FEET OF LOT 19, SUBURBAN ACRES, AND THE NORTH 5 FEET OF THE SOUTH 43 FEET OF THE WEST 60 FEET OF THE EAST 120 FEET OF THE NORTH 125 FEET OF LOT 19, SUBURBAN ACRES, ACCORDING TO PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 13 OF MAPS, PAGE 22.
PARCEL NO. 6:
THE NORTH 82 FEET OF THE WEST 60 FEET OF THE EAST 120 FEET OF THE NORTH 125 FEET OF LOT 19, SUBURBAN ACRES, ACCORDING TO PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 13 OF MAPS, PAGE 22.
EXCEPTING THEREFROM THAT PORTION OF THE LAND CONVEYED TO THE CITY OF PHOENIX, A MUNICIPAL CORPORATION, MORE PARTICULARLY DESCRIBED IN QUIT-CLAIM DEED, RECORDED NOVEMBER 06, 2012 AS 2012-1011309 OF OFFICIAL RECORDS.
PARCEL NO. 7:
THE EAST 60 FEET OF THE NORTH 125 FEET OF LOT 19, SUBURBAN ACRES, ACCORDING TO PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 13 OF MAPS, PAGE 22;
EXCEPT THE NORTH 7.5 FEET THEREOF.

CITY OF PHOENIX SITE PLAN NOTES

1. Development and use of this site will conform with all applicable codes and ordinances
2. All new or relocated utilities will be placed underground
3. "Structures and landscaping within a triangle measured back 10' from the property line and 20' along the property line on each side of the driveways entrances will be maintained at a maximum height of 3'."
4. Structures and landscaping within a triangle measuring 33' x 33' along the property lines will be maintained at a maximum height of 3'
5. Any lighting will be placed so as to direct light away from adjacent residential districts and will not exceed one foot candle at the property line. No noise, odor, or vibration will be emitted at any level exceeding the general level of noise, odor, or vibration emitted by uses in the area outside of the site
6. Owners of property adjacent to public rights-of-way will have the responsibility for maintaining all landscaping located within the rights-of-way, in accordance with approved plans
7. All rooftop equipment and satellite dishes shall be screened to the height of the tallest equipment
8. All service areas shall be screened to conceal trash containers, loading docks, transformers, backflow preventers and other mechanical or electrical equipment from eye level adjacent to all public streets
9. Barbed, razor, or concertina wire (or similar) shall not be used on this site where visible from public streets or adjacent residential areas
10. All signage requires separate reviews, approvals, and permits. No signs are approved per this plan.
11. Gates are to remain open, or are to open automatically, between the hours of _____ and _____

Please consider placing the following note (signed and dated) on the site plan to authorize minor amendment to the plan in the future:

I consent to the reproduction of this site plan provided that if modifications are made, the professionals who make such changes assume full responsibility and liability for the modified portions of the plan.

Rich Barber — 10/16/2020
SIGNATURE OF COPYRIGHT OWNER — DATE

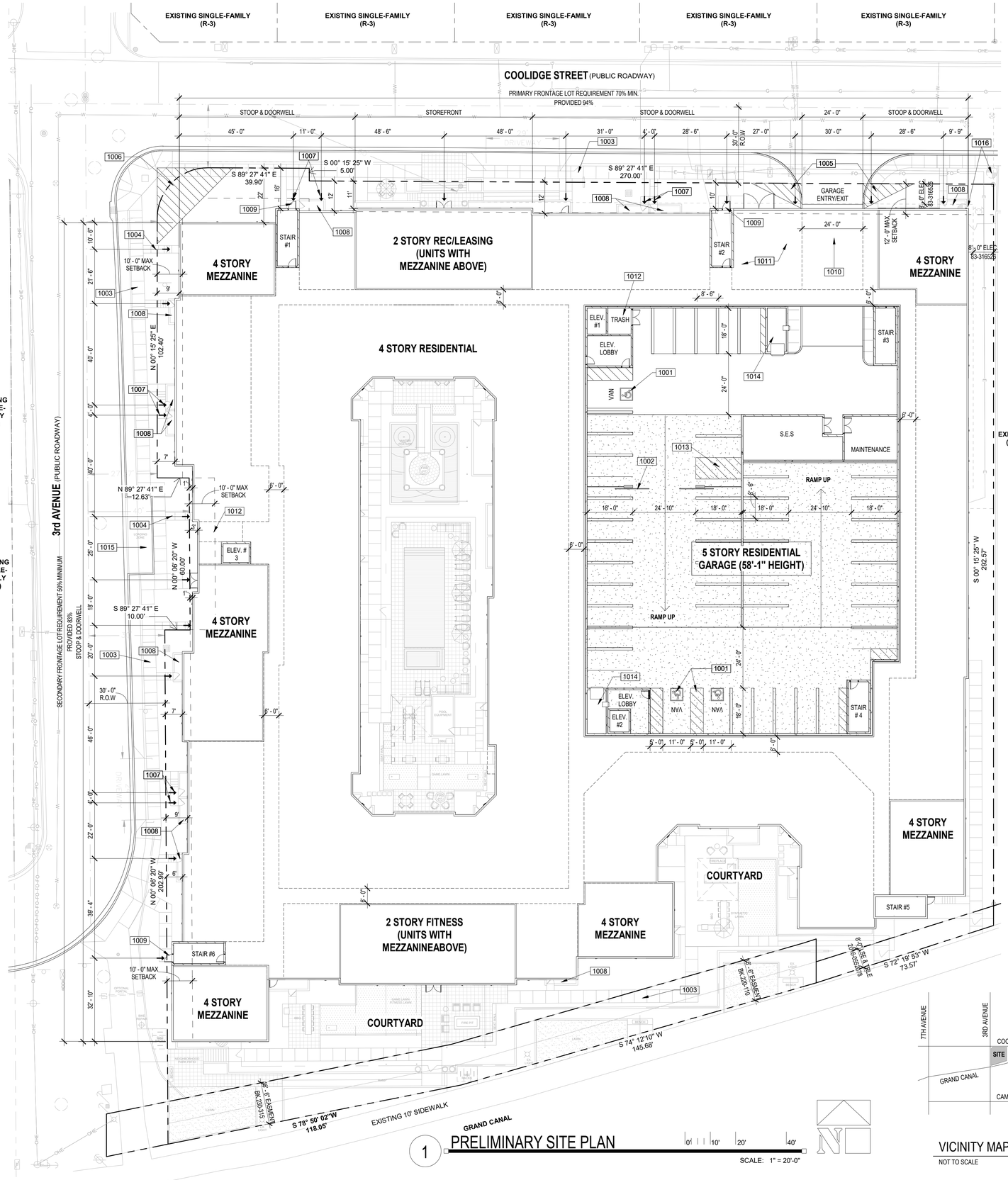
Rich Barber
PRINTED NAME OF COPYRIGHT OWNER

SOLID WASTE NOTES

SOLID WASTE NARRATIVE:
TRASH CHUTES ARE LOCATED IN THE PARKING GARAGE ON ALL FLOORS AND AN ADDITIONAL CHUTE LOCATED ON THE WEST SIDE OF BUILDING.

TRASH TERMINATION ROOMS ARE LOCATED IN PARKING GARAGE AT GRADE LEVEL AND ON WEST SIDE OF BUILDING WHERE TRASH IS COMPACTED AND PLACED INTO 2YD BINS. TRASH BINS ARE TAKEN TO HOLDING ROOM LOCATED AT GRADE LEVEL ON NORTH SIDE OF GARAGE. HOLDING ROOM IS COMPLETELY ENCLOSED AND SCREENED WITH GATES (SEE ELEVATIONS). ON TRASH PICK UP DAYS BINS ARE TAKEN OUT BY STAFF TO PROVIDED STAGING AREA FOR COLLECTION. 6YD RECYCLE BIN WILL BE PROVIDED IN GARAGE ACCESSIBLE TO ALL RESIDENTS. RECYCLE BIN WILL BE ROLLED OUT ON PICK UP DAY TO STAGING AREA.

REQUIRED SOLID WASTE CAPACITY:
(2) MINI TRASH COMPACTORS ARE LOCATED IN THE PARKING GARAGE LEVEL 1. EACH COMPACTOR COMPACTS TRASH INTO 2YD BINS.
(1) MINI TRASH COMPACTOR IS LOCATED ON LEVEL 1 (WEST SIDE OF BUILDING). COMPACTOR COMPACTS TRASH INTO 2YD BINS. .5 CUBIC YARDS PER UNIT. 218X0.5 = 1109 CY. SERVICED TWICE PER WEEK = 109/2=55 CY. COMPACTION OF 3:1 = 19 CY PER SERVICE TWICE PER WEEK.
10 CY PER SERVICE/2 CY PER BIN = MIN OF 5 BINS IN HOLDING ROOM.
A SINGLE 6 CY RECYCLE BIN ARE LOCATED IN GARAGE NEAR MAIN ENTRY. SERVICE WILL BE BASED ON USE AND BUILDING OCCUPANCY.



1 PRELIMINARY SITE PLAN
SCALE: 1" = 20'-0"

VICINITY MAP
NOT TO SCALE

DEVELOPMENT DATA

PROJECT DESCRIPTION:

TRINSIC RESIDENTIAL GROUP INTENDS TO DEVELOP AN EXCEPTIONAL 218 UNIT MULTI-FAMILY RESIDENTIAL (FOR RENT) PROPERTY LOCATED ON THE SOUTHEAST CORNER OF 3RD AVENUE AND COOLIDGE STREET.

ZONING:

CURRENT: R-5
PROPOSED: WU T5:5

DENSITY:

PROPOSED:
85.49 D.U / ACRE (218 UNITS)

APN #:

155-29-068B

LOT AREA

GROSS:	142,789 SF	3.278 acres
NET:	111,308 SF	2.555 acres

AMMENITIES:

POOL, SPA, FITNESS,
RECREATION CLUB ROOM, BIKE STORAGE,

CONSTRUCTION TYPE:

PARKING GARAGE: IA
RESIDENTIAL: VA
BUILDING HEIGHT:
MAX: 56 FEET
PROVIDED: 56 FEET

SET BACKS: PER CHAPTER. 1303.2 TRANSECT T5

PRIMARY FRONTAGE (COOLIDGE) : 12' MAX.
SECONDARY FRONTAGE (3rd AVE.): 10' MAX.
SIDE LOT LINE (EAST): 0' MIN.

UNIT MIX:

STUDIO	46
1 BEDROOM	116
2 BEDROOM	56
TOTAL UNITS	218

- ALL UNITS SHALL BE OF AT LEAST ANSI TYPE 'B' ACCESSIBILITY STANDARDS
- 2% OF UNITS TO BE ANSI TYPE 'A' ACCESSIBILITY STANDARDS

BUILDING AREAS:

LEVEL L1	BUILDING AREA	58,885 SF
LEVEL L2	BUILDING AREA	56,837 SF
LEVEL L3	BUILDING AREA	60,276 SF
LEVEL L4	BUILDING AREA	60,276 SF
TOTAL		236,273 SF

LOT COVERAGE

AREA PROVIDED: 80,485
SITE NET AREA: 111,308
PERCENT PROVIDED: 73%

PRIMARY FRONTAGE REQUIRED MINIMUM 70%
PROVIDED: 311'/330' = 94 %

SECONDARY FRONTAGE REQUIRED MINIMUM 50%
PROVIDED: 323'/385' = 83%

GARAGE BUILDING AREAS:

LEVEL L1	GARAGE AREA	21,601 SF
LEVEL L2	GARAGE AREA	20,634 SF
LEVEL L3	GARAGE AREA	20,634 SF
LEVEL L4	GARAGE AREA	20,634 SF
GARAGE LEVEL L5	GARAGE AREA	20,634 SF
LEVEL L6 (GARAGE)	GARAGE AREA	5,276 SF
TOTAL		109,414 SF

OPEN SPACE:

REQUIRED: 5% OF GROSS ACREAGE
(SEC 1310)
AREA PROVIDED:
CENTER COURTYARD: 9,159 SF.
SOUTH COURTYARD: 7,789 SF.
TOTAL: 16,948 SF
SITE GROSS AREA: 142,789
PERCENT PROVIDED: 16,948 S.F. / 142,789 S.F. = 12%

PARKING:

EXISTING (R-5)

REQUIRED:
1.3 SPACES PER STUDIO 46 x 1.3 = 60
1.5 SPACES PER 1&2 BED 172x1.5 = 258
TOTAL REQUIRED: 318 P.S

REDUCTION:
10% REDUCTION FOR PROXIMITY TO LIGHT RAIL STATION (1,320')
318 P.S. x .90 = 287 REQUIRED SPACES

PROVIDED :

PROSPECTIVE RESIDENT	11
RESIDENT GARAGE	292
TOTAL PROVIDED	303

ACCESSIBLE PARKING: (INCLUDED IN COUNT)
REQUIRED: 318/.02 = 7

GARAGE L1 3 PS (2 VAN ACCESIBLE)
GARAGE L2 2PS
GARAGE L3 2PS

PROVIDED: 7 PS (2 VAN ACCESIBLE)

GLAZING :

REQURIED PER TABLE 1303.2 TRANSECT T4 :
MINIMUM 25% GROUND FLOOR
FRONTAGE: 311'-3" X 5' = 1,556.2 SF.

GLAZING	657 SF

PROVIDED:
657 SF / 1,556.2 SF = 43%

FIRE SPRINKLERS:

NFPA 13

BUILDING FRONTAGE ENTRY REQUIREMENTS:

REQUIRED (TRANSECT T5):
PRIMARY BUILDING FRONTAGE 1/50'
SECONDARY BUILDING FRONTAGE 1/80'

KEYNOTES

1001 ACCESSIBLE GARAGE SPACE 18' x 11'.
1002 VEHICULAR SLIDING GATE.
1003 5' SIDEWALK SEE LANDSCAPE.
1004 3' SIDEWALK SEE LANDSCAPE.
1005 20'x10' SIGHT VISIBILITY TRIANGLE.
1006 33'x33' SIGHT VISIBILITY TRIANGLE.
1007 BUILDING ENTRY/EXIT.
1008 EXTENDED PATIO/STOOPS.
1009 ENTRY STAIR.
1010 GARAGE ENTRY AT GROUND LEVEL WITH RESIDENTIAL UNITS LEVELS 2-4.
1011 TRASH HOLDING ROOM FULLY SCREENED AT GROUND LEVEL WITH RESIDENTIAL UNITS LEVEL 2-4 - SEE SOLID WASTE NARRATIVE THIS SHEET.
1012 TRASH COMPACTOR.
1013 VEHICULAR TURN ARROUND SPACE.
1014 MECHANICAL VENTILATION SHAFT.
1015 10'x 30' LOADING ZONE, ONE LOADING BAY REQUIRED PER WU CODE TABLE 1307.2.
1016 EXHISTING FIRE HYDRANT.

AURA COOLIDGE
3RD AVENUE AND COOLIDGE
PHOENIX, AZ 85013

The Office of Rich Barber Architecture, LLC
ORB
WorldHQ@ORBArch.com

REGISTERED ARCHITECT CERTIFICATE 15213 Rich Barber 10 16 2020 STATE OF ARIZONA U.S.A.
Expires 3/31/2023

CITY OF PHOENIX
OCT 19 2020
Planning & Development Department

KIVA PROJECT: 20-3452
SDEV #: 2007876
FACT #: 2013599
PAPP:
QS:

REVISIONS/ SUBMITTALS
DATE DESCRIPTION

DATE: OCTOBER 16, 2020 ORB #: 20-212

A1.10
PRELIMINARY SITE PLAN

BIM 360://20-212 Aura Coolidge/20212_Aura Coolidge.rvt



1 NORTH ELEVATION

COOLIDGE STREET

SCALE: 1/16" = 1'-0"



2 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"



3 EAST ELEVATION

SCALE: 1/16" = 1'-0"



4 WEST ELEVATION

3RD AVENUE

SCALE: 1/16" = 1'-0"

MATERIAL KEY NOTES:

- (A) STUCCO FINISH DUNN EDWARDS DEW380 "WHITE" LRV 93
- (B) STUCCO FINISH DUNN EDWARDS DE6213 "FINE GRAIN" LRV 59
- (C) STUCCO FINISH DUNN EDWARDS DE6376 "LOOKING GLASS" LRV 23
- (D) STUCCO FINISH DUNN EDWARDS DE6379 "JET" LRV 9
- (E) STUCCO FINISH DUNN EDWARDS DET459 "RED ROOSTER" LRV 11
- (F) CANOPIES PAINTED, COLOR DUNN EDWARDS DE6378 "JET" LRV 9
- (G) BLOCK WALL – "PRECISION" COLOR: RED ROCK – NW SEDONA RED, SIZE: 8"X8"X16"
- (H) MECHANICAL EQUIPMENT SCREENED BY PARAPET
- (I) SERVICE DOOR, COLOR TO MATCH ADJACENT WALL
- (J) 2x2 WIRE MESH BALCONY RAILING, PAINTED DUNN EDWARDS DE6378 "JET" LRV 9
- (K) STONE VENEER CORONADO STONE " THE GETTY STONE" 16" X 24" COLOR "BLACK FOREST"
- (L) HARDY PLANK PAINTED DEW380 "WHITE" LRV 93
- (M) HARDY PLANK PAINTED DE6376 "LOOKING GLASS" LRV 23

AURA UPTOWN

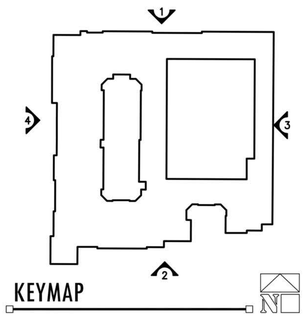
3RD AVENUE AND COOLIDGE
PHOENIX, ARIZONA 85013

LLC Office of Rich Barber Architecture, ORB

WorldHQ@ORBArch.com

REGISTERED ARCHITECT — CERTIFICATE NO. 15213 — Rich Barber — 10/16/20 — ARIZONA, U.S.A. — Expires 3/31/2021

PRELIMINARY NOT FOR CONSTRUCTION



KIVA PROJECT: 20-3452
SDEV #: 2007876
FACT #: 2013599
PAPP:
QS:

CITY OF PHOENIX
OCT 19 2020
Planning & Development Department

REVISIONS

DATE: OCTOBER 16, 2020 ORB # 20-212

A3.40

PRELIMINARY COLOR ELEVATIONS

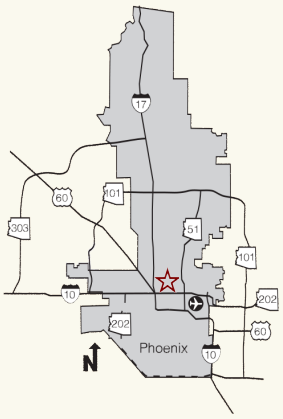
FILE: T:\Orb\ORB Job Files\20-212_TR_AURA Coolidge\CAD Files\Preliminary\20212 A3.40 ColorElevations.dwg USER: fj DATE: Oct, 19 2020 TIME: 08:38 am

City of Phoenix Employment Center Profile

NORTH CENTRAL

The North Central employment center offers an exceptional location in one of the city's premier office corridors.

This employment center extends from McDowell Road north to Camelback Road between Seventh Street and Seventh Avenue. The North Central area includes high-rise office and residential buildings surrounded by historic single family neighborhoods, parks and cultural amenities.



- Access to a large executive and professional workforce
- Advanced telecommunications infrastructure
- Large inventory of office space
- Competitive lease rates
- Superior accessibility to key business and financial services

Labor Force Accessibility and Skills

The North Central employment center offers excellent access to a large portion of the metro area's 1.7 million workers. Approximately 770,000 young, well-educated workers reside within a 30 minute drive time.[1] High concentrations of service and health care workers live within 10 to 20 minutes. In addition, about 16 percent of the workforce living within a 20 minute drive time is made up of executives, managers and technical professionals.[2]

Projected growth for this area will result in close to 170,000 new residents within a 30 minute drive time by 2020, providing a continually expanding labor pool.[3]

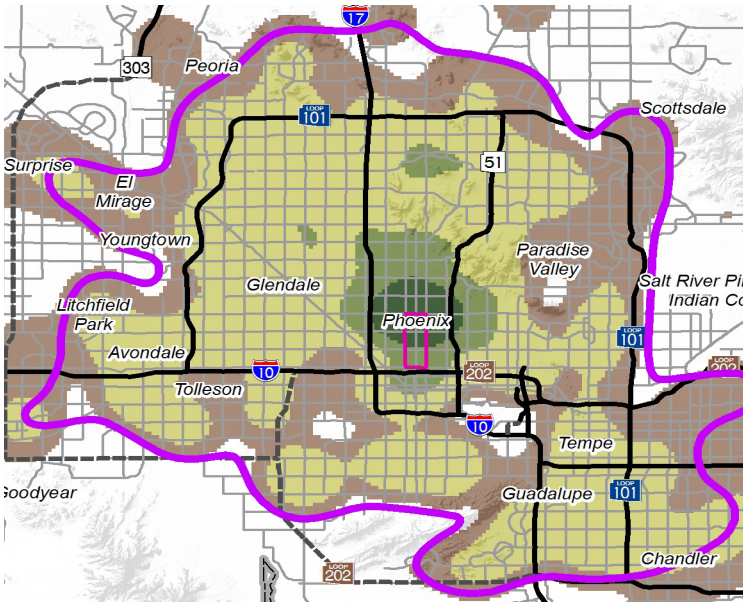
1, 2, 3 Claritas, 2015.

Employment by Occupation

Workforce	10 Min. Drive		20 Min. Drive		30 Min. Drive	
	Number	%	Number	%	Number	%
Management	7,416	7	57,595	8	131,498	9
Engineering & Science	2,224	2	16,777	2	36,046	3
Healthcare & Education	11,089	10	82,493	11	170,387	12
Service	16,173	15	109,119	15	195,911	14
Sales	10,112	9	81,075	11	167,369	12
Clerical & Admin. Support	15,143	14	117,524	16	219,346	16
Construction	8,978	8	48,001	6	71,611	5
Production	6,210	6	39,874	5	64,441	5
Trans./Material Mover	6,373	6	46,614	6	76,283	5
Total	**83,718**		**599,072**		**1,132,892**	

Source: Claritas, 2015.

Commute Shed



Commuters who travel to Employment Corridor per Square Mile

- 4 to 10
- 10 to 25
- 25 to 50
- More than 50
- Phoenix North Central Job Center
- Phoenix North Central Job Center Catchment Area

Source: Maricopa Association of Governments, TRP Reduction Database, 2013

Equal Opportunity Employer/Program. Auxiliary Aids and services are available upon request to individuals with disabilities. Products and services made available through Federal Funding provided by the Workforce Investment Act.

Sites and Buildings

The North Central employment center offers a **large inventory of office and commercial space** mixed with a variety of hotel and residential developments. From high-rise office buildings and condominiums to palm tree-lined streets of historic single-family neighborhoods, diversity enhances the appeal of this conveniently located area.

The area has about **14.5 million square feet of existing office space** in close proximity to downtown. For companies that require build-to-suit space, there are prime commercial high-rise parcels available.[4]

The map to the right highlights the type of community real estate in the North Central area. Our team can provide more detail, custom information based on your requirements.

4 CoStar Realty Information Inc., 2015

Connectivity

The North Central employment center features modern, **reliable telecommunications infrastructure** that is supported by multiple providers. These providers are able to offer specialized capabilities such as complete digital infrastructure, T-1 (DS1) lines, T-3 (DS3) lines, self-healing fiber ring architecture and high-speed data communications. Local exchange carriers with service in the North Central area include CenturyLink and Cox Communications.

Infrastracture

Abundant and reliable power sources are available from a highly advanced network system that provides redundant feeds from multiple sub-stations.

The North Central employment center enjoys easy access to a **modern network of urban freeways and arterial streets**. This employment center has excellent transit service and is located along the **METRO light rail** transit line that connects the area to downtown Phoenix, Phoenix Sky Harbor International Airport and surrounding cities.

For businesses that require convenient air access, **Phoenix Sky Harbor International Airport** is located just 15 minutes away. The airport is one of the busiest in the U.S. based on passenger traffic and offers more than **830 daily non-stop flights** to nearly 80 domestic destinations and 13 international destinations.[5]

5 Phoenix Sky Harbor International Airport, 2015.

Existing and Planned Development

1. Century Link Tower
586,403 sq. ft.
Office
2. Viad Tower Phase II
478,488 sq. ft.
Office - Proposed
3. Phoenix Corporate Tower
445,811 sq. ft.
Office
4. Phoenix Plaza Tower II
419,453 sq. ft.
Office
5. Phoenix Plaza Tower I
418,613 sq. ft.
Office
6. Younan Central Plaza
405,693
Office
7. 2800 Tower
364,533 sq. ft.
Office
8. 3550 Tower
287,269 sq. ft.
Office
9. Park Central - Bldg 7
224,953 sq. ft.
Office
10. Security Title Plaza
219,032 sq. ft.
Office

Source: CoStar Realty Information Inc., 2015



Amenities and Attractions

The exciting **Phoenix Arts District** includes the Phoenix Art Museum and Theater, the Playhouse on the Park and the internationally renowned Heard Museum of Native American Art. Steele Indian School Park, located at the northeast corner of Central Avenue and Indian School Road, features an expansive 15-acre entry garden, several historical buildings depicting the history of Phoenix Indian School, an amphitheater with seating for 1,500, a 2.5-acre bird-shaped lake and waterfall and a 15-acre neighborhood park. Located in the heart of the North Central employment center, Park Central is a 500,000 square foot mixed-use redevelopment featuring offices, retail, restaurants and business-oriented hotels. In addition, there are a number of **new luxury apartment developments** in the area that provide a variety of housing options for workers and support continued office and retail development.

Major Area Employers

CenturyLink
Telecommunications
Deloitte LLP
Accounting and Management Consulting
Fennemore Craig
Law Firm
SCF Arizona
Direct Property and Casuality Insurance - HQ
Viad Corporation
Business Services - HQ
PricewaterhouseCoopers
Accounting and Management Consulting
Dignity Health
Hospital Administration
IBM Corporation
Administrative Operations
U-Haul International
Leasing Services - Corp. HQ
Xerox Corporation
Copiers and Office Products
BMO Harris Bank
Banking and Financial Services

Source: Maricopa Association of Governments, 2013



City of Phoenix
Community and Economic Development Department
200 W. Washington St., 20th Floor | Phoenix, AZ 85003
www.phoenix.gov/econdev | 602-262-5040

From: Adam Ghiz
To: Nick Klimek
Cc: ben@witheymorris.com
Subject: Re: Z-56-20 (3rd Avenue and Coolidge)
Date: Tuesday, November 3, 2020 12:07:07 PM

One Additional concern.

The large grassy area on the corner of 3rd and Coolidge has been used for years by the neighborhood as a makeshift park. Families have used this area for recreation with their children and pets. It provides for a grassy green area, in an otherwise paved jungle. You will be taking this away from all residents, and instead of providing more greenery, will be adding more concrete.

~Adam

> On Nov 3, 2020, at 11:51 AM, Adam Ghiz <a.ghiz@me.com> wrote:
>
> Here are my concerns for this project:
>
> 1. 56ft building height allowed by T5:5
> 2. 10 ft setback from current sidewalk, this in combination of the height will basically provide for an entire block of apartments from the canal to Coolidge looking directly over my fence and into my yard and house.
> 3. Noise, this is an extremely quiet section and adding an additional 218 housing units will greatly increase the noise factor of the neighborhood.
> 4. Traffic. Hazelwood turns into 3rd ave and as a result, there is a very low traffic density. Even with the the garage entry on Coolidge, traffic is going to greatly increase on these streets and most likely all street parking with cease to exist.
> 5. Saturation. There are already 5 or 6 (possibly even more) high density apartment complexes in this immediate area. Adding yet another complex will adversely and disproportionately affect this neighborhood vs other neighborhoods.
> 6. Historic district. This complex is almost surrounded on the 3rd ave and Coolidge street sections by the Pierson Place Historic district. Constructing this large complex when surrounded by a historic district diminishes the intention of having a historic district. The proposed elevations are quoted as “blending in” yet it looks like every other apartment complex built.
>
> This project adversely affects my property disproportionately as I am on the corner of 3rd and Hazelwood and this apartment complex will be towering over my house, and on the entire east side of my property I will now stare at 56ft of apartment building.
>
> ~Adam
>
> > On Nov 3, 2020, at 11:18 AM, Nick Klimek <nick.klimek@phoenix.gov> wrote:

Good morning, Adam –

I apologize but I believe I failed to answer one of your primary questions, expressed via Maura, regarding whether the property is currently approved for development. The answer is both yes and no… please allow me to explain.

The property is currently zoned R-5 which generally means they could build to a height of 48 feet.

However, the applicant has elected to pursue additional zoning entitlement under the Walkable Urban Code. The process will take 4-6 months and include 3 public hearings and a neighborhood meeting. During this process, the site plan may change and evolve in response to community concerns and priorities. I recommend putting your concerns in writing and sending them over to me. I also suggest reaching out to the applicant's representative, Ben Tate, to express yours concerns early on.

In the coming weeks, I will be reviewing the proposal in greater detail.

Kind regards,

Nick

<image002.jpg>

Nick Klimek, AICP
Village Planner
Office: 602-534-7696
E-mail: nick.klimek@phoenix.gov

City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Mission: Planning, Development and Preservation for a Better Phoenix

I am currently working remotely on a rotational schedule, but will be checking voicemails multiple times per day. Please feel free to leave me a voice message or email me for a more timely response. Thank you.

From: Adam Ghiz <a.ghiz@me.com>
Sent: Tuesday, November 3, 2020 10:45 AM
To: Nick Klimek <nick.klimek@phoenix.gov>

Subject: Re: Z-56-20 (3rd Avenue and Coolidge)

Thanks for the response. So I am in the house directly across from this and will be affected greatly as most of my exposure is to the east where the current donor network building is. This picture is what I see from most of my house. I estimate that these trees are approximately 30ft tall and from what I have seen, it looks like the building will be 56ft tall. Also, correct me if I am wrong, but the building will only be setback 10 ft from the current sidewalk?

If this is the case, how can I expect any modicum of privacy? Not to mention, that all I will be able to see from my windows will now be building.

How does a project this large get approved so close to a historic residential neighborhood? It destroys any point in trying to preserve the original feel of the neighborhood.

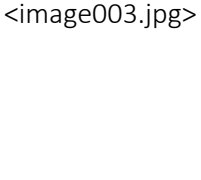
I am greatly distressed by this news and also would like to know if there is an estimated time when construction will begin.

Thanks,
Adam

<image003.jpg>

> On Nov 3, 2020, at 10:38 AM, Nick Klimek <nick.klimek@phoenix.gov> wrote:
>
> Good morning, Mr. Ghiz –
>
> My name is Nick Klimek and I am the Alhambra Village Planner. I received your contact information from Maura Jackson from our Historic Preservation Office. Please feel free to send any written comments to me and I will ensure they be provided to the applicant and included with the staff report as the request is processed; in your email, please reference the case number Z-56-20.
>
> If you would like to discuss, please feel free to call me at the below number but please note that the request is very new so I may be light on exact details regarding the site plan.
>
> Kind regards,

Nick



Nick Klimek, AICP
Village Planner
Office: 602-534-7696
E-mail: nick.klimek@phoenix.gov

City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Mission: Planning, Development and Preservation for a Better Phoenix

I am currently working remotely on a rotational schedule, but will be checking voicemails multiple times per day. Please feel free to leave me a voice message or email me for a more timely response. Thank you.

EXHIBIT O

ALHAMBRA VILLAGE PLANNING COMMITTEE
MINUTES
August 23, 2022

Meeting was held electronically via a video conferencing platform

MEMBERS PRESENT	***MEMBERS ABSENT***	***STAFF PRESENT***
Chair Marshall Shore	Jonathan Ammon	Nick Klimek
Vice Chair Drew Bryck	Frank Farina	
Tracey Adams	Gary LeBlanc	
Marc Bonilla	Christian Solorio	
Jim DeGraffenreid	Lydia Sweetland	
Pamela Fitzgerald		
Maurita Harris		
Charles Jones		
Jak Keyser		
David Krietor		
Alexander Malkoon		
Joel McCabe		
Elizabeth Sanchez		
Dina Smith		
Jamaar Williams		

1. Call to order, introductions, and announcements by Chair.

   Chair Shore called the meeting to order at 6:03 p.m. with 11 members in attendance (11 being required for a quorum). He welcomed the committee, presenters, and members of the audience, asked all for their assistance in adapting to the virtual meeting, and then asked all members to turn their videos on and to introduce themselves. All members introduced themselves.

2. **Review and approval of the January 25, 2022, meeting minutes.**

   At this time, Committee Members Keyser and Williams joined.

   MOTION: Committee Member Jones made a motion to approve the minutes as submitted. **Second** by **Committee Member Fitzgerald.**

   DISCUSSION:
   None.

   VOTE: 13-0-0, motion passes with Committee Members Bonilla, Fitzgerald, Harris, Jones, Krietor, Malkoon, McCabe, Sanchez, Williams, Vice Chair Bryck, and Chair Shore in support; none in dissent; and none in abstention.

3. **INFORMATION ONLY:** Presentation and discussion regarding the electric vehicle roadmap.

At this time, Committee Members Adams and Smith joined.

STAFF PRESENTATION

Karen Apple from the City of Phoenix Office of Sustainability provided a presentation on the Transportation Electrification Action Plan which establishes a roadmap to 2030.

Committee Member Bonilla asked about the cost per charging station. **Ms. Apple** responded that it varies.

QUESTIONS FROM THE COMMITTEE

Committee Member Adams expressed concern over electric vehicles including the cost, lifecycle environmental hazards, and stated that she does not support the change to electric vehicles without additional study. **Ms. Apple** stated that the industry is evolving with new technology and processes constantly changing with new businesses focused on utilizing old batteries for energy storage.

Committee Member Jones asked how the Office of Sustainability came up with the projection that there will be 280,000 electric vehicles on Phoenix Roadways by 2030. **Ms. Apple** responded that it is based on the current market sales of electric vehicles which is approximately 2 percent and extrapolated annually to 2030.

Vice Chair Bryck asked if the projected CO2 reduction for electric vehicles has been compared to the impact of other low-carbon initiatives. **Ms. Apple** responded that electric vehicles are part of a broader solution and that the Office of Sustainability is completing a greenhouse gas inventory.

Committee Member Fitzgerald asked about the cost of electric vehicles and the scarcity of vehicles for purchase. **Ms. Apple** stated that the industry will be bringing more low-cost models coming to market and that, in addition to more production, she anticipates that supply chain issues will begin to abate.

Committee Member Malkoon asked how buildings can help support vehicle electrification. **Ms. Apple** responded that there are various levels of EV Ready buildings including 1) accessible, 2) capable, and 3) installed. **Committee Member Malkoon** encouraged Ms. Apple to be mindful when designing incentives because these often result in inflated prices.

Committee Member Krietor expressed concern over the thousands of underground storage tanks at fuel stations that will fall out of use and stated that a reuse strategy should be developed.

Chair Shore stated that solar should be utilized for changing electric vehicles. **Ms. Apple** responded that there are solar powered EV charging stations and that the Water Services Department recently purchased two.

PUBLIC COMMENT

Mr. Nick Klimek, staff, introduced Mr. Jeremy Thacker who had registered to speak on the item. **Mr. Thacker** stated that he had no comment at this time.

4. **Z-39-22-5:** Presentation, discussion, and possible recommendation regarding a request to rezone 0.65 acres located approximately 340 feet east of the southeast corner of 29th Avenue and Northern Avenue **from** R-5 SP (Multifamily Residence District, Special Permit) **to** R-5 (Multifamily Residence District) for the removal of a Special Permit to allow multifamily residential.

One individual registered to speak on the item in favor of the request.

STAFF PRESENTATION

Mr. Nick Klimek, staff, provided an overview of the site including its physical and policy contexts, the applicant's proposal, and the staff recommendation. He stated that the site is restricted to operate only as a daycare due to a Special Permit approved in 1979. The applicant is proposing to remove the Special Permit so the site can be developed as multifamily as permitted by its R-5 (Multifamily Residence District) zoning.

APPLICANT PRESENTATION

Mr. Matt Waltz introduced his team and stated that they are requesting the Special Permit be removed so the property can be developed as multifamily as permitted by the underlying zoning.

QUESTIONS FROM THE COMMITTEE

Committee Member Bonilla asked about the unit profile for the project. **Mr. Waltz** stated that they first need to remove the Special Permit before they can progress into designing the site, but they are considering all two-bedroom units.

Committee Member DeGraffenreid stated that he doesn't have a specific objection with removing the Special Permit but that he doesn't like that there is no proposal for the committee to review.

Committee Member Keyser asked if the applicant had met with the North Glen Square Neighborhood. **Mr. Waltz** stated that leaders have been supportive.

Committee Member Malkoon asked staff if the project will have a detached sidewalk. **Mr. Klimek** stated that there is not a proposal associated with the request, but that a thorough development review process will be required for a proposal once one is submitted for consideration and that a detached sidewalk may be required. **Mr. Waltz** stated that they first need to remove the Special Permit before they can progress into designing the site. **Committee Member Malkoon** asked the applicant to consider a detached sidewalk.

Committee Member Jones asked if all vehicular access would be from Northern Avenue or if there are secondary points. **Mr. Klimek** responded that all access will be from Northern Avenue.

Committee Member Bonilla stated that the applicant should provide more detail on the proposal.

Committee Member DeGraffenreid stated that his wife is involved in the North Glen Square neighborhood and that there were concerns related to parking and the four-stories of height proposed. **Mr. Waltz** stated that they will continue working with the neighborhood.

Committee Member Fitzgerald asked for confirmation that this proposal is for New Freedom, an organization focused on housing individuals who were formally incarcerated. She added that she had toured their facility at I-17 and Peoria Avenue and that it is impressive. She indicated that Jeff Spellman and Debra LaPlante support the request. **Mr. Waltz** confirmed that they are considering options for the site, but that one option is multifamily to house graduates of the New Freedom program.

Committee Member Malkoon stated that the occupancy shouldn't matter if the neighborhood is aware and not concerned. **Mr. Waltz** responded that the neighborhood is aware and that the only concerns were parking and height.

Committee Member Smith asked if the VPC were to approve the request if they would later could review the site plans. **Mr. Klimek** responded that the proposal would not be required to return to the VPC.

Committee Member Keyser stated that earlier programs such as Crime Free Multi Housing were well intentioned but prohibited formerly incarcerated individuals which forced those populations into lower quality housing and that led to a higher rate of recidivism. He stated that he is supportive of the request and wants to honor the underlying zoning.

Vice Chair Bryck asked if this would be considered a group home or community residence center. **Mr. Waltz** confirmed that it would be considered multifamily.

Committee Member Harris asked if the project would house sex offenders, noting the proximity to a nearby school. **Mr. Waltz** stated that New Freedom does not currently work with sex offenders. **Committee Member Williams** stated that often the individuals that people may fear having close to a school are often released with heavy monitoring requirements. **Committee Member Malkoon** stated that law requires a maximum of three sex offenders at a single address.

Committee Member Jones asked if R-5 zoning allows 48 feet in height by-right. **Mr. Jesus Fernandez** introduced himself as the project architect and confirmed.

PUBLIC COMMENT

Mr. Jeff Spellman stated that the Violence Impact Project (VIP) Coalition knows New Freedom from several project and that they have been impressed by the results. He added that the VIP Coalition has been in touch with New Freedom on this property, the design of the proposal, and in the abatement of blight on the site. He indicated that the community came together to develop the 27th Avenue To Do List which articulates a vision for the area including detached sidewalks. He stated that he supports the project and that he trusts New Freedom.

APPLICANT RESPONSE

None.

FLOOR/PUBLIC DISCUSSION CLOSED:

MOTION
Committee Member Jones made a motion to approve the request per the staff recommendation. Second by **Committee Member Keyser**.

DISCUSSION
None.

VOTE
14-1-0; motion passes with Committee Members Adams, Bonilla, Fitzgerald, Harris, Jones, Keyser, Krietor, Malkoon, McCabe, Sanchez, Smith, Williams, Vice Chair Bryck, and Chair Shore in support; Committee Member DeGraffenreid in dissent; and none in abstention.

5. **INFORMATION ONLY - Z-9-22-4:** Presentation and discussion regarding a request to rezone 1.71 acres located at the southwest corner of Central Avenue and Coolidge Street **from** C-2 TOD-1 (Intermediate Commercial, Interim

Transit-Oriented Zoning Overlay District One) **to** PUD (Planned Unit Development) for the Forty600 PUD to allow mixed use multifamily.

One virtual speaker card was received from an individual opposed and wishing to speak.

Mr. Nick Klimek, staff, provided an overview of the PUD process including the purpose of this information only hearing being to solicit directive input from the Alhambra Village Planning Committee.

APPLICANT PRESENTATION
Mr. Benjamin Tate introduced himself as the applicant's representative. The subject site is small with only 1.09 net acres located at the southwest corner of Central Avenue and Coolidge Street. The site is surrounded by multifamily to the north, west, and south across the Grand Canal. The request is for Transect 5:6 which would allow a height of 80 feet which is one step more intense than the Transect 5:5 which is identified in the Uptown TOD Policy Plan. While more intense than recommended, this additional intensity comes with enhancements that are aligned with the vision for canal adjacent development contained in the Uptown TOD Policy Plan.

The development team is proposing ground floor commercial and 150 residential units in a seven story configuration with a wrapped parking structure. The project activates the canal with a food/beverage suite, live/work units, and form with multiple elevated amenity decks oriented to the canal where the building steps back from the canal. The proposal contains all of its required parking within the parking structure which is accessed from Central Avenue only. The approach to vehicular circulation and parking is in response to concerns from the Pierson Place neighborhood regarding cut-through traffic. The proposal includes many sustainability elements and may even include geothermal energy.

The traffic impact statement and trip generation model show that the traffic impact for the site will be insignificant at approximately 67 per hour at peak times.

QUESTIONS FROM COMMITTEE

Committee Member Bonilla asked who is designing and constructing the project. **Mr. Tate** responded that Merge Architecture is the designer, and that RAS Development is the developer at this time. **Committee Member Bonilla** asked if RAS had done any projects of this scale and type before. **Mr. Tate** Responded that they have not. **Committee Member Bonilla** stated that the amenity deck above the food/beverage suite will allow the restaurant to be vented properly. He expressed support for the project.

Committee Member Keyser stated that it is nice to have an applicant come early. He expressed support by describing it as the right project, in the right place, at the right time.

Committee Member Adams asked if there was neighborhood support for the project, specifically to its height. **Mr. Tate** responded that Withey Morris also represented the applicant for Z-56-20-4 which was located west on Coolidge Street and, in that case, traffic was a central issue and the neighborhood was clear that height and intensity belongs along Central Avenue and key leaders have held to that position. He added that cut-through traffic and on-street parking are major issues in the Pierson Place neighborhood and that their design eliminates those as potential issues.

Committee Member Adams asked for how the 67 vehicles per hour at peak time was calculated. **Mr. Tate** responded by explaining the internationally accepted methodology and regularly updated ITE Trip Generation Manual.

Committee Member Adams asked why the canal is a central feature of the project because they are glamorized in the renderings and are not actually very nice. **Mr. Tate** responded that the Uptown TOD Policy Plan sets that vision for the canal.

Committee Member Harris expressed support for the project and stated that the architecture looks nice. She asked if the project will include detached sidewalks. She also asked if the parking for the commercial spaces will be located within the parking structure, noting that can be confusing for prospective customers. **Mr. Tate responded** that the sidewalks along Central Avenue will not be detached but will instead function as a wider pedestrian thoroughfare as required by the “Central Avenue Development Standards.” He stated that all parking is located within the parking structure in order to respond to the concerns from the Pierson Place neighborhood.

Committee Member McCabe stated that he is a fan of the Canalscape Vision and feels this project can be a model for other projects. He stated that he was originally reluctant to have the only access from Central Avenue but sees that it is in response to neighborhood concerns.

Vice Chair Bryck stated that this site is rendered in the Uptown TOD Plan and recommended the developer incorporate elements to further align the project with that vision. **Mr. Tate** thanked Vice Chair Bryck for the comments and stated that the biggest alignment in the current proposal is the food/beverage suite along the canal that is envisioned as a destination for canal users.

PUBLIC COMMENTS

Mr. Jeremy Thacker expressed concern that the project will send traffic south on Central Avenue will cut-through traffic going westbound on Campbell Avenue which has more than 600 pedestrian crossings per day. The placement of all driveways on Central Avenue advantage Pierson Place and disadvantage the Carnation Neighborhood to the south. He alleged that Committee Member Jones has conflicts of interest on both Z-56-20-4 at the southwest corner of 3rd Avenue and Coolidge Street and on the Forty600 PUD as a former owner. He expressed concern over the proposed 100 percent lot coverage as being inconsistent with the Uptown TOD Policy Plan. He stated that the developer should engage with the Carnation Neighborhood regarding the project because it will impact them most severely. He added that he obtained review comments from the City of Phoenix which identify the many problems with the project.

Committee Member Jones responded by stating that he had divested himself of the parcel and that there is no conflict of interest. He stated that there was a complaint filed for conflict of interest for Z-56-20-4 but that he was quickly cleared by the City of Phoenix.

Committee Member Malkoon stated that there should be engagement to the Carnation Neighborhood.

Committee discussion regarding traffic in Central Phoenix.

APPLICANT RESPONSE

Mr. Tate reiterated that the projected traffic impact of this project is negligible and that the project is located within the Pierson Place neighborhood and those residents have therefore been prioritized to reduce impact on their neighborhood.

FLOOR/PUBLIC DISCUSSION CLOSED: COMMITTEE DISCUSSION
Committee discussion regarding traffic in Central Phoenix.

6. Public comments concerning items not on the agenda.
None.

7. Staff update on cases recently reviewed by the Committee.

Mr. Klimek announced that PHO-1-22—Z-26-15-4 near Central Avenue and Pierson Avenue was approved by the Planning Hearing Officer for a one-year extension before construction.

8. Committee member announcements, requests for information, follow up, or future agenda items.

Malkoon thanked staff for the 2021 Alhambra Village Annual Report.

9. Adjournment.

Chair Shore adjourned the meeting.

Meeting adjourned at 8:53 p.m.

EXHIBIT P

City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

ADDENDUM A
Staff Report: Z-56-20-4
May 4, 2021

Alhambra Village Planning Committee Meeting Date:	January 26, 2021
Planning Commission Hearing Date:	February 4, 2021 May 6, 2021
Request From:	R-3 (Multifamily Residence District) (0.18 acres) and R-5 (Multifamily Residence District) (3.11 acres)
Request To:	PUD (Planned Unit Development) (3.29 acres)
Proposed Use:	Multifamily Residential
Location:	Southeast corner of 3rd Avenue and Coolidge Street
Owner:	Donor Network of Arizona
Applicant:	Trinsic Residential Group, Todd Gosselink
Representative:	Withey Morris PLC, Jason Morris
Staff Recommendation:	Approval, subject to stipulations

BACKGROUND
The original proposal requested to rezone the subject site at the southeast corner of 3rd Avenue and Coolidge from R-3 (Multifamily Residence District) and R-5 (Multifamily Residence District) to WU Code T5:5 UT (Walkable Urban Code Transect 5:5, Uptown Transit Character Area) for multifamily residential.

The proposal was to redevelop the existing office property into a four-story multifamily structure with a limited fifth floor mezzanine. Staff recommended approval of the request subject to 13 stipulations.

On January 26, 2021, the Alhambra Village Planning Committee heard the case and recommended approval per the staff recommendation by a 15 to 1 vote. On February 4, 2021, the Planning Commission heard the case and recommended approval per the

Alhambra Village Planning Committee recommendation by a 7 to 1 vote with one additional stipulation. The added stipulation was for the execution of a Proposition 207 Waiver.

After the Planning Commission Meeting, the case was continued by the City Council on March 3rd to allow for additional communication regarding concerns. A series of meetings were then held to discuss concerns regarding height, setbacks, number of units, traffic, privacy, and flooding.

On April 7, 2021, Councilwoman Pastor moved that the case be remanded back to the Planning Commission as a Planned Unit Development (PUD) with conditions to address community concerns. The motion passed unanimously and included the following conditions for the PUD resubmittal.

1. To address all staff stipulations and the following items based on discussions with the neighborhood.
2. To include an overall maximum building height of 48 feet, except for the parking garage which shall be limited to 56 feet.
3. To include a minimum setback of 20 feet between the curb and the building faces on both Coolidge Street and 3rd Avenue.
4. To restrict the maximum number of dwelling units to 210.
5. To prohibit vehicular access to 3rd Avenue.
6. To require the applicable “frontage types” be identified along 3rd Avenue.
7. To address landscape and design features in response to neighborhood considerations on 3rd Avenue and Coolidge Street.
8. To require permit parking throughout the neighborhood.

PROPOSAL

The PUD is intended to create a built environment that is superior to that produced by conventional zoning districts and design guidelines. Where the PUD Development Narrative is silent on a requirement, the applicable Zoning Ordinance provisions will be applied.

Below is a summary of the proposed standards for the subject site as described in the attached PUD Development Narrative date stamped April 29, 2021.
The PUD would allow the development of a five story multifamily development Development but with notable revisions to the original request in response to community concerns and the City Council motion.

Permitted Land Uses

The PUD utilizes the Permitted Use List found in Chapter 618 for R-5 (Multifamily Residence District) with modifications to remove specified uses for the purposes of promoting neighborhood compatibility.

The land uses prohibited by the PUD include the following: bed and breakfast establishment; boarding house; group foster home; hotel or motel; environmental remediation facility; branch offices for the following: banks, building and loan associations, brokerage houses, savings and loan associations, finance companies, title insurance companies and trust companies; and veterinary offices.

Development Standards

Density: A maximum of 210 dwelling units.

Building Height: A maximum height of 48 feet along 3rd Avenue and Coolidge Street and a maximum height of 56 feet for the parking structure. The proposed regulation in the applicant's narrative is not precisely aligned with the motion which would require all buildings be limited to 48 feet with only the parking structure being allow the 56 feet maximum. Stipulation 1.b. revises the requirement to align with the City Council motion.

Building Setbacks: A minimum setback of 20 feet from both 3rd Avenue and Coolidge Streets, as measured between the back of curb and the building front.

Landscape Setbacks: A minimum setback of 20 feet from both 3rd Avenue and Coolidge Streets, as measured between the back of curb and the building front.

Planting Standards: The planting standards meet or exceed the requirements of the Walkable Urban Code and the original stipulations for the all perimeters of the subject site.

Vehicular Access: No vehicular access is permitted from 3rd Avenue.

Detached Sidewalks and Pedestrian Ways: The PUD requires the public sidewalks be detached from the back of curb by a minimum 5 foot landscape area that will be planted with four inch caliper (25 percent), three inch caliper (25 percent) and two inch caliper (50 percent) trees at a rate of 20 feet on center. These standards will create 75 percent shade over the public sidewalk and meet or exceed the requirements of the Walkable Urban Code and the original stipulations.

Ground Level Frontage Types:

- North and West: The PUD requires that 70 percent of the ground level building face oriented to 3rd Avenue have stoops and doorwells, patios, and/or porches.
- South (Grand Canal Orientation): The PUD requires 20 percent of the ground level building face oriented to the south conform to a frontage type.

Design Guidelines

The PUD incorporates all staff stipulations detailed in the recommendations of the Alhambra Village Planning Committee and the Planning Commission. These stipulations pertained to open space design, planting standards, architectural enhancements and restrictions, and required frontage types. The PUD incorporates each of these stipulations. Additionally, the PUD prohibits balconies to the north and west unless "juliet" style.

ANALYSIS

The current rezoning request fulfills the abovementioned City Council direction of filing for a PUD and the associated requirements with the below modifications:

Height: The PUD Narrative proposes a maximum height of 48 feet along 3rd Avenue and Coolidge Street compared to the motion which would restrict all buildings to 48 feet and the parking structure to 56 feet.

- Stipulation No. 1.b revises the PUD to align with the City Council motion.

South Facing "Frontage Types" and Publicly Accessible Open Space: The PUD Narrative proposes that 20 percent of the total building face be developed with "frontage types" to activate the space between the building and the canal; while this is a reduction from the original stipulation which required 40 percent, the applicant has compensated for the change by adding publicly accessible open space along the canal as requested through the public hearing process.

In order to ensure that the publicly accessible open space is provided, a modification to the development narrative has been added to dictate requirements for a publicly accessible open space, that will be landscaped and programmed with amenities.

- Stipulation No. 1.c. revises the PUD to include additional publicly accessible open space adjacent to the canal with a depth of 25 feet for the majority of the southern property line and programmed with amenities such as benches and shade structures.

Permit Parking in the Neighborhood: The applicant has indicated their intent to implement permit parking for their residents, however, this program is off-site and therefore cannot be stipulated.

Staff recommends approval subject to the following revised stipulations:

1.* ~~The south facing mass of the building(s) oriented to the Grand Canal shall incorporate Walkable Urban Code Frontage Types described in Section 1305 for a minimum 40 percent of the building face(s), as approved by the Planning and Development Department. For the purpose applying the above provisions, the above shall be treated as a Secondary Frontage with regard to glazing.~~

AN UPDATED DEVELOPMENT NARRATIVE FOR THE AURA UPTOWN PUD REFLECTING THE CHANGES APPROVED THROUGH THIS REQUEST SHALL BE SUBMITTED TO THE PLANNING AND DEVELOPMENT DEPARTMENT WITHIN 30 DAYS OF CITY COUNCIL APPROVAL OF THIS REQUEST. THE UPDATED DEVELOPMENT NARRATIVE SHALL BE CONSISTENT WITH THE DEVELOPMENT NARRATIVE DATE STAMPED APRIL 29, 2021, AS MODIFIED BY THE FOLLOWING STIPULATIONS:

a. FRONT COVER: REVISE THE SUBMITTAL DATE INFORMATION ON THE BOTTOM TO ADD THE FOLLOWING: CITY COUNCIL ADOPTED: [ADD ADOPTION DATE].

b. PAGE 8, DEVELOPMENT STANDARDS TABLE, BUILDING HEIGHT: MODIFY BUILDING HEIGHT STANDARD TO READ AS FOLLOWS: A MAXIMUM HEIGHT OF 48 FEET FOR ALL BUILDINGS EXCEPT FOR THE PARKING GARAGE WHICH SHALL BE A MAXIMUM HEIGHT OF 56 FEET."

c. PAGE 9, LANDSCAPE DEVELOPMENT STANDARDS TABLE, CANALSCAPE; MODIFY THE FIRST BULLET POINT TO READ AS FOLLOWS: A PUBLICLY ACCESSIBLE LANDSCAPED GREENSPACE AREA SHALL BE PROVIDED ADJACENT TO THE ARIZONA GRAND CANAL TRAIL ON THE SOUTH SIDE OF THE PROPERTY. AT MINIMUM, THE GREEN SPACE AREA WILL MEASURE 4,800 SQUARE FEET, 15 FEET IN DEPTH FOR A DISTANCE OF 260 FEET, 7 FEET IN DEPTH FOR A DISTANCE OF 70 FEET, AND SHALL BE GENERALLY CONSISTENT WITH THE LANDSCAPE PLAN IN EXHIBIT 7. A MINIMUM OF 3 PEDESTRIAN AMENITIES, WHICH COULD INCLUDE BUT ARE NOT LIMITED TO, BENCHES AND SHADE CANOPIES SHALL BE PROVIDED WITHIN THE LANDSCAPE AREA.

~~2. The south facing mass of the building(s) oriented to the Grand Canal shall contain architectural embellishments, design detailing, and / or space programming to activate and provide visual access onto the canal, as approved by the Planning and Development Department. Examples of appropriate enhancements may include textural changes, offsets, recesses, variation in window size and location, overhang canopies, balconies with a depth greater of than 3 feet, and amenities such as gathering spaces.~~

~~3. Between the southern mass of the building and the south property line (the Grand Canal right-of-way), the developer shall plant minimum 3-inch caliper, large canopy shade trees, at a minimum frequency of 25 feet on center or in equivalent groupings, as approved or modified by the Planning and Development Department.~~

~~4. The provisions of Section 1310.A.2 of the Phoenix Zoning Ordinance shall apply to require shaded open space of which a minimum 50 percent shall be situated adjacent to the south property line (the Grand Canal right-of-way), as approved or modified by the Planning and Development Department.~~

~~5. No solid perimeter wall greater than 36 inches in height shall be oriented to and located within 30 feet of the south property line (the Grand Canal right-of-way), as approved by the Planning and Development Department.~~

~~6. The developer shall provide traffic calming to slow vehicle traffic exiting the property with specific regard to pedestrian safety on the public sidewalk, as approved by the Planning and Development Department.~~

~~7. The developer shall provide a minimum of two direct and accessible pedestrian connections from the amenity areas located south of the building mass to the shared use path along the Grand Canal Trail, as approved by the Planning and Development Department.~~

~~8. The developer shall provide and maintain the following bicycle infrastructure as described below and as approved by the Planning and Development Department.~~

~~a. A bicycle repair station (fix-it station) along the southern edge of the site, visible, and accessible from the public sidewalk and / or the Grand Canal Trail. The station shall include but not limited to: standard repair tools affixed to the station; a tire gauge and pump; and a bicycle repair stand which allows pedals and wheels to spin freely while adjusting the bike.~~

~~b. All required bicycle parking for multifamily use, per Section 1307.H.6.d of the Phoenix Zoning Ordinance, shall be secured parking.~~

~~c. Guest bicycle parking for multifamily residential use shall be provided at a minimum of 0.05 spaces per unit with a maximum of 50 spaces near entrances of buildings and installed per the requirements of Section 1306.H. of the Phoenix Zoning Ordinance.~~

2. The developer shall construct all streets within and adjacent to the development with paving, curb, gutter, sidewalk, curb ramps, streetlights, median islands, landscaping and other incidentals as per plans approved by the Planning and Development Department. All improvements shall comply with all ADA accessibility standards.

3. This parcel is in a Special Flood Hazard Area (SFHA) called Zone A, on panel 1740 L of the Flood Insurance Rate Maps (FIRM) dated October 16, 2013. The following requirements shall apply, as approved by the Planning and Development Department:

   a. The Architect/Engineer is required to show the floodplain boundary

limits on the Grading and Drainage plan and ensure that impacts to the proposed facilities have been considered, following the National Flood Insurance Program (NFIP) Regulations (44 CFR Paragraph 60.3); this includes, but not limited to provisions in the latest versions of the Floodplain Ordinance of the Phoenix City Code.

b. A copy of the Grading and Drainage Plan shall be submitted to the Floodplain Management section of Public Works Department for review and approval of Floodplain requirements.

c. The developer shall provide a FEMA approved CLOMR-F or CLOMR prior to issuance of a Grading and Drainage permit.

4. The property owner shall record documents that disclose the existence, and operational characteristics of Phoenix Sky Harbor Airport to future owners or tenants of the property. The form and content of such documents shall be according to the templates and instructions provided which have been reviewed and approved by the City Attorney.

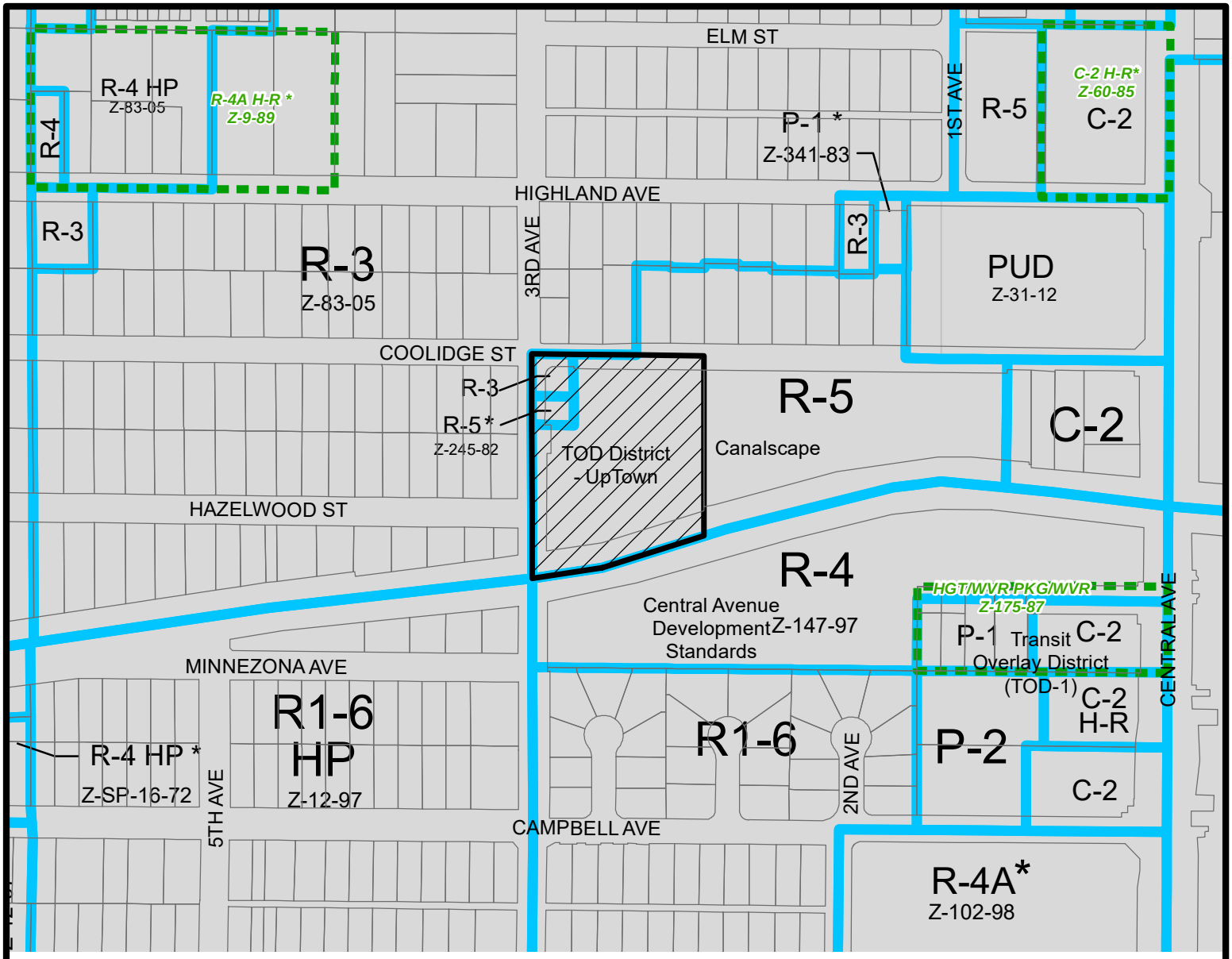
5. The developer shall grant and record an avigation easement to the City of Phoenix for the site, per the content and form prescribed by the City Attorney prior to final site plan approval.

6. In the event archaeological materials are encountered during construction, the developer shall immediately cease all ground-disturbing activities within a 33-foot radius of the discovery, notify the City Archaeologist, and allow time for the Archaeology Office to properly assess the materials.

7.* PRIOR TO PRELIMINARY SITE PLAN APPROVAL, THE LANDOWNER SHALL EXECUTE A PROPOSITION 207 WAIVER OF CLAIMS FORM. THE WAIVER SHALL BE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE AND DELIVERED TO THE CITY TO BE INCLUDED IN THE REZONING APPLICATION FILE FOR RECORD

Exhibits

Sketch Map
Aerial Sketch Map
Community Correspondence (105 pages)
Z-56-20 Aura Uptown Planned Unit Development date stamped April 29, 2021



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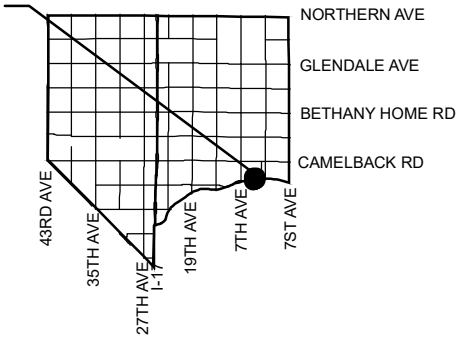
ALHAMBRA VILLAGE

CITY COUNCIL DISTRICT: 4

City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

Z-56-20



APPLICANT'S NAME:	Trinsic Residential Group, Todd Gosselin
APPLICATION NO.	Z-56-20
DATE:	10/23/2020
REVISION DATES:	
GROSS AREA INCLUDING 1/2 STREET AND ALLEY DEDICATION IS APPROX.	3.29 Acres
AERIAL PHOTO & QUARTER SEC. NO.	QS 18-27
ZONING MAP	H-8

REQUESTED CHANGE:

FROM: R-3 (0.18 a.c.)
R-5 (3.11 a.c.)

TO: PUD (3.29 a.c.)

MULTIPLES PERMITTED	CONVENTIONAL OPTION	* UNITS P.R.D. OPTION
R-3, R-5	2, 135	3, 162
PUD	210	N/A

* **Maximum Units Allowed with P.R.D. Bonus**

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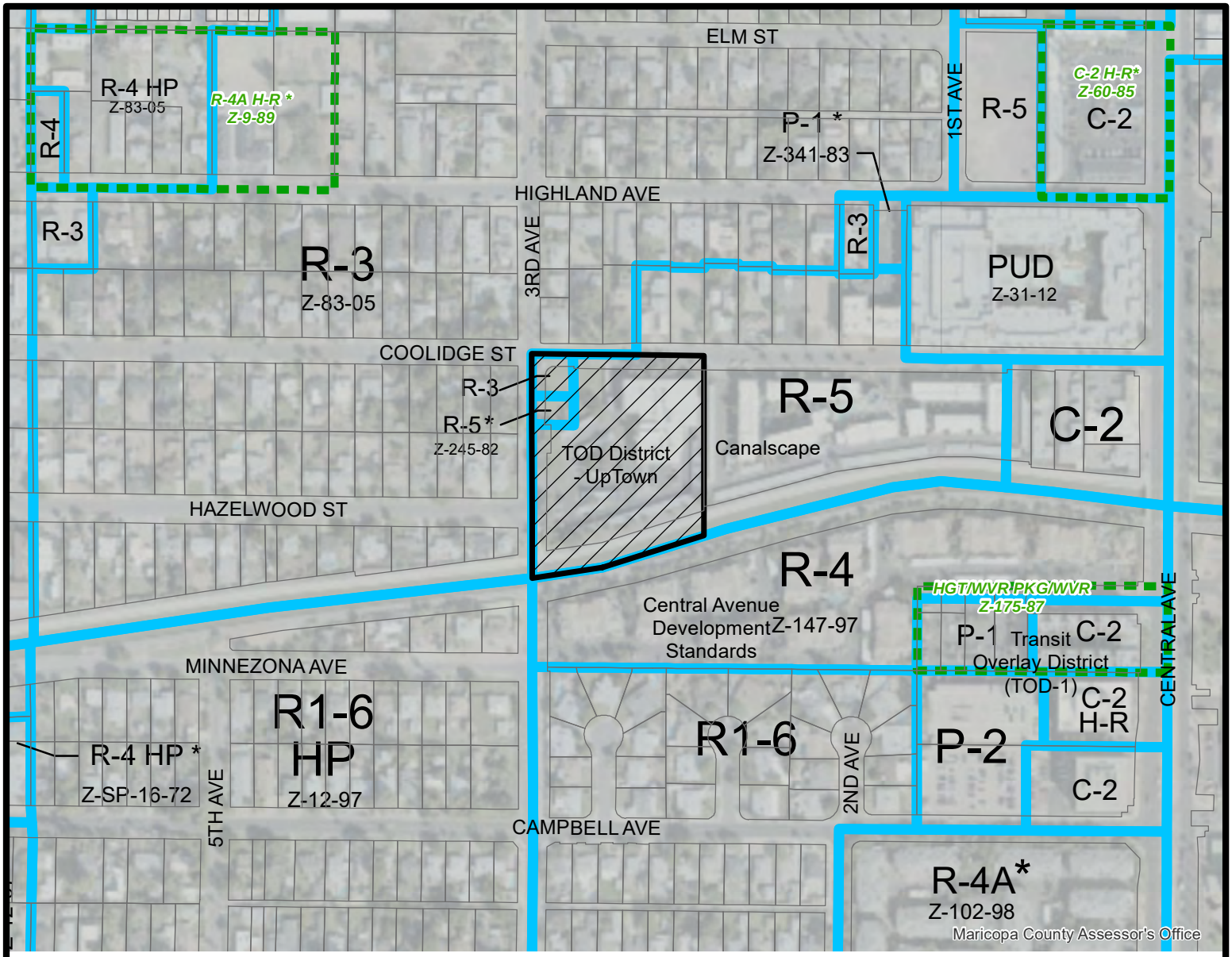

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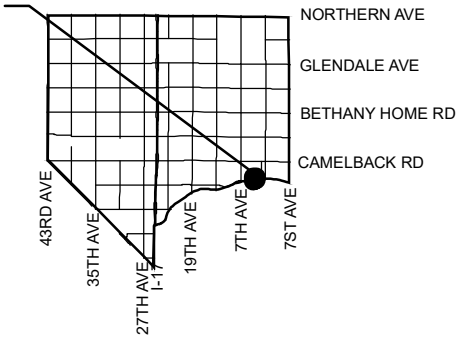
ALHAMBRA VILLAGE

CITY COUNCIL DISTRICT: 4

City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

Z-56-20



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R-3, R-5	2, 135	3, 162
PUD	210	N/A

* **Maximum Units Allowed with P.R.D. Bonus**

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Rcvd 1/26/2021

I Support Trinsic Residential Group as It Seeks To Create a More Walkable Phoenix!

Name:

Stefka Darnall

Address:

1205 W. Coolidge St. Phx AZ 85013

I Support Trinsic Residential Group as It Seeks To Create a More Walkable Phoenix!

Name: Cheryl Martin

Address:

933 W. Mariposa ST

I Support Trinsic Residential Group as It Seeks To Create a More Walkable Phoenix!

Name:

Jeremy Hansen

Address:

6412 W Coolidge

Phoenix AZ 85013

I Support Trinsic Residential Group as It Seeks To Create a More Walkable Phoenix!

Name:

Laura and Jill Oden

Address:

4526 N. 10th Ave Phoenix, AZ 85013

I Support Trinsic Residential Group as It Seeks To Create a More Walkable Phoenix!

Name:

KEVIN LOZIER

Address:

539 W. MARIPOSA ST. 85013

I Support Trinsic Residential Group as It Seeks To Create a More Walkable Phoenix!

Name: William Carmichael

Address: 4510 N 12th Ave
Phx Az ~~85~~ 85013

Rcvd 2/2/2021

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

I am a resident of the Pierson Place Historic District, and I am in support of the proposed rezoning of 201 W. Coolidge Street for the development of the Aura Uptown multi-family residential project.

Aura Uptown is a beautiful, well-designed project that is appropriate for the property given the existing multi-family zoning, adjacent development, and placement within the Uptown TOD Plan. I believe this project will provide attractive, walkable, high-quality multi-family housing at a scale and density that is sensitive to the surrounding neighborhoods and community.

This is the type of pedestrian-oriented development envisioned by the Uptown TOD for this Property, and I urge the City Council to approve it.

Sincerely,

Michael T. Hunt

309 West
Pierson St.

Rcvd 2/2/2021

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

I am a resident of the Pierson Place Historic District, and I am in support of the proposed rezoning of 201 W. Coolidge Street for the development of the Aura Uptown multi-family residential project.

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This is the type of pedestrian-oriented development envisioned by the Uptown TOD for this Property, and I urge the City Council to approve it.

Sincerely,

6112 W Coolidge
Phoenix, AZ 85013

Rcvd 2/2/2021

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

I am a resident of the Pierson Place Historic District, and I am in support of the proposed rezoning of 201 W. Coolidge Street for the development of the Aura Uptown multi-family residential project.

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This is the type of pedestrian-oriented development envisioned by the Uptown TOD for this Property, and I urge the City Council to approve it.

Sincerely,

Jordan McKinney
Jordan McKinney
603 W Pierson St
Phoenix AZ 85013

Rcvd 2/24/2021

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

I am a resident of the Pierson Place Historic Neighborhood, and I am writing to express my support for particular aspects of the proposed rezoning of 201 W. Coolidge Street for the development of the Aura Uptown multi-family residential project.

Though the height already zoned on this property is a bit out of step with the adjacent housing to the west, a multifamily development is in line with developments east of the site, and its proximity to strong pedestrian, bike, and transit connections makes me optimistic that access for new residents will be multimodal, and not solely auto-oriented.

The proposed project has done a good job orienting toward the canal and maintaining 3rd Ave as a bike and pedestrian space. I appreciate that the project restricts automobile access off 3rd Ave. I also encourage the consideration of a traffic circle or other traffic calming device at Coolidge and 3rd Avenue. My family, including my 3 year-old and 5 year-old, often walk or bike to/from the canal along 3rd Ave, as do many other neighbors and the general population that utilizes the 3rd Ave bike/ped corridor. Because Coolidge connects between Central and 7th Ave, cars using it as a cut through or simply speeding due to the long straight stretch often miss the stop sign at 3rd Ave, creating a dangerous situation for people (and especially children) walking and biking along 3rd Ave. I imagine the increased traffic on Coolidge due to this project will only exacerbate an already unsafe situation at that intersection. Whether this treatment could be considered as part of the upcoming city-planned 3rd Ave bike improvements for this area or included in this development, or shared by both, the quickest way to implement that safety measure would be encouraged by many in our neighborhood. Certainly it should be scheduled for completion prior to the opening of this development.

The loss of the existing mature shade trees is disappointing. If there is any way to preserve or relocate any of those trees, it should be attempted. However, I do appreciate the proposed shade trees along all walkways and the ground floor patios that add visual interest and a break in the walls. As another neighbor suggested, I would encourage confirmation that tall shade trees have enough space to grow in the available landscaping space to provide adequate shade across walkways.

I am sad to lose the big existing green space but I appreciate that the applicant has gone beyond the minimum requirements for public space. Building management is going to have to work hard to maintain all sidewalks and green spaces, but the applicant has provided a nice space along the canal for dogs and people that will be very popular with the neighborhood.

Sincerely,

Gina Thomas
102 W Elm St, Phoenix AZ 85013

Rcvd 2/28/2021

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003
nick.klimek@phoenix.gov

Sent via electronic mail

Re: Aura Uptown / Z-56-20-4

I am a resident of the Carnation neighborhood, live along 3rd Avenue just south of the Grand Canal, and I am in support of the proposed rezoning of 201 W. Coolidge Street for the development of the Aura Uptown multi-family residential project.

We need more housing in Midtown/Uptown Phoenix, especially housing that brings in residents who will use public transit and support our local businesses. Aura Uptown is a well-designed project that is appropriate for our area given the existing multi-family zoning, adjacent development, and placement within the Uptown Transit-Oriented Design Plan. I believe this project will provide attractive, walkable, high-quality multi-family housing at a scale and density that is sensitive to the surrounding neighborhoods and community. I also really appreciate the bicycle-focused amenities required by the stipulations. I am concerned that if this development does not happened, with the included stipulations, that another development will just come in without the required stipulations to improve the canalscape and that is less transit and bike oriented.

The proposed canalscape improvements and amenities will provide an enormous benefit to the community. This is the type of pedestrian and bicycle-oriented development envisioned by the Uptown Transit Oriented Design Plan, and I urge the City Council to approve it.

Sincerely,

Ed Hermes
212 W. Montecito. Ave. Phoenix 85013

Corridor Living
Quality Residences in Central Corridor

CHARLES JONES | President, CEO
198 W. Mariposa St., Ste. 7
Phoenix, AZ 85013
P. 602.359.5095
charcor@cox.net

March 1, 2021

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown Zoning Application, Z-56-20-4

Dear Nick:

In my role as president of Pierson Place Historic District and member (and past chair) of the Alhambra Village Planning Committee - both for many years, I have seen a lot of development near light rail. But even as a private citizen, I would wholeheartedly support the Aura Uptown project.

There are several reasons for this.

1. This project will revitalize (and remove) an office building that doesn't serve any interest in the center of this residential neighborhood.
2. Some amenities in this project will engage with Canalscape and activate the canal bank for the betterment of the community.
3. The upscale nature of the proposed apartments will further revitalize the neighborhood.
4. The large number of studio and 1 bedroom apartments will attract users of public transportation.
5. The front porches at street level will provide a sense of community at this site.

The developer presented the project to our residents in several group meetings, and has met with several of them individually. They adjusted the original plan a few times to accommodate concerns from residents, and have tailored the project to the neighborhood.

Given the existing multi-family zoning, adjacent multi-family uses, and placement within the Uptown TOD Plan, this project is appropriate for the site. I believe it is well-designed and will provide attractive, walkable, high-quality multi-family housing at a scale and density that fits this community.

In short, I think it is exactly the type of development envisioned by the Uptown TOD Plan, and I urge the City Council to approve it.

Sincerely,

Charles Jones
CMJ/ds

CITY OF PHOENIX

MAR 1 8 2021

Planning & Development
Department

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

January 15, 2020

Re: Aura Uptown / Z-56-20-4

I am a resident of the Pierson Place Historic Neighborhood, and I am writing to express my support for the proposed rezoning of 201 W. Coolidge Street for the development of the Aura Uptown multi-family residential project.

Aura Uptown is a beautiful, well-designed project that is appropriate for the property given the existing multi-family zoning, adjacent development, and placement within the Uptown TOD Plan. I met with the applicant via virtual meeting to learn about the proposed development, design, and site layout. The development team spoke with me and my neighbors at length, answering our questions and explaining every detail of the development. I believe this project as briefed will provide attractive, high-quality multi-family housing at a scale and density that is sensitive to the surrounding neighborhoods and community. Their proposal as written, in my view, is more beneficial to the neighborhood than the uncertainty that could come from a new developer that could maximize bedrooms per unit and not consider the upgrades to the canal scape that will benefit the area.

On a more personal note, my family has owned and lived in Pierson Place for almost 30 years, alongside many of the neighbors that are understandably concerned with change. I moved back to Phoenix 2 years ago after years of moving around the world and seeing many large metropolitan areas, and think the changes proposed by Aura are positive ones for my neighborhood. There is a misconception amongst those concerned about this development that the green space along 3rd Avenue and Coolidge is public property and that it can somehow be maintained as a park, an unrealistic expectation. I will say as the community member who volunteers to empty the neighborhood association installed dog waste container at the former Donor Network, that it is largely filled with private picnic trash nobody packs out themselves, and beer cans/bottles presumably left by transients using the space as a hangout after hours. We were fortunate to have Donor Network maintain the green space, but the utopian view by some of this space is just that. Lastly, there are traffic concerns being discussed, but living on Hazelwood it seems most of the problem is people cutting through traffic on 7th Ave to get to Central, not necessarily to or from apartments on Central. I am not a traffic engineer, but this is a city problem to fix that already exists, not one that will come from a future development.

Sincerely,

Sharon D. Mezulis

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

I am a resident of Uptown Phoenix and I am in support of the proposed rezoning of 201 W. Coolidge Street for the development of the Aura Uptown multi-family residential project.

Aura Uptown is a well-designed project that is appropriate for the property given the existing multi-family zoning, adjacent development, and placement within the Uptown Transit Oriented Development Plan. I believe this project will provide attractive, walkable, high-quality multi-family housing at a scale and density that is sensitive to the surrounding neighborhoods and community.

The proposed canalscape improvements and amenities will provide an enormous benefit to the community. This is the type of pedestrian and bicycle-oriented development envisioned by the Uptown TOD Plan, and I urge the City Council to approve it.

Sincerely,

Signature _____

Printed Name Kurt Stickler

Address 330 W. Minnezona Ave

City Phx

State AZ

Zip 85013

Phone Number or E-mail 602 312 0664

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

I am a business owner in Uptown Phoenix and I am in support of the proposed rezoning of 201 W. Coolidge Street for the development of the Aura Uptown multi-family residential project.

Aura Uptown is smart development and a well-designed project that will help cultivate the walkable, vibrant environment we are trying to build in Uptown Phoenix. This area is in need of more high-quality residential development with residents that will walk and bike to local restaurants and shops, supporting the local economy and small business owners in the Uptown community.

This is precisely the kind of thoughtful and appropriate development that the City needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature _____

Printed Name Ivan O'Farrill.

Address 4700 N. Central Ave Ste 100

City Phoenix.

State AZ.

Zip 85012.

Phone Number or E-mail ivan@famecaffe.com

Fame Caffe

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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This is precisely the kind of thoughtful and appropriate development that the City needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature _____

Printed Name Jennifer Campo

Address 4620 N. Central Ave

City Phoenix

State AZ

Zip 85012

Phone Number or E-mail 602-279-6247

Hinkley's Lighting

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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This is precisely the kind of thoughtful and appropriate development that the City needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature _____

Printed Name Ryan Durkin

Address 4130 N. 7th Ave.

City Phoenix

State AZ

Zip 85018

Phone Number or E-mail 602-509-7709

Modern Manor

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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This is precisely the kind of thoughtful and appropriate development that the City needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature _____

Printed Name BLAISE FABER

Address 4130 N 7TH AVE

City PHX

State AZ

Zip 85013

Phone Number or E-mail blaise@valentinephx.com

VALENTINE

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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This is precisely the kind of thoughtful and appropriate development that the City needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature _____

Printed Name Victoria Lindley

Address ~~200 West~~ 100 E. Camelback Rd. #188

City Phoenix

State AZ

Zip 85012

Phone Number or E-mail topmuse@shopatmuse.com

Muse

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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This is precisely the kind of thoughtful and appropriate development that the City needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature [signature]

Printed Name Carol Meyer

Address 100 E Camelback

City PHX

State AZ

Zip 85012

Phone Number or E-mail ~~602~~ · 6022790906

200k2

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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This is precisely the kind of thoughtful and appropriate development that the City needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature _____

Printed Name William H. Sandweg

Address 4220 N 7th Ave

City Phoenix

State AZ

Zip 85013

Phone Number or E-mail _____

COPPER STAR COFFEE

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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This is precisely the kind of thoughtful and appropriate development that the City needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature Joseph Seriale

Printed Name Joseph Seriale

Address 4515 N. 7th Ave

City Phoenix

State Arizona

Zip 85013

Phone Number or E-mail phxchef@AOL.com
602 451-5888 cell

Joe's Diner

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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This is precisely the kind of thoughtful and appropriate development that the City needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature E R

Printed Name ERIC RHOADES

Address 413 W. MORROW DR

City PHOENIX, AZ 85027

State AZ

Zip 85027

Phone Number or E-mail ERHOADES@LOUMALNATIS.COM

LOU MALNATI'S

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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This is precisely the kind of thoughtful and appropriate development that the City needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature _____

Printed Name Yasu Hashino

Address 4700 N Central Av

City ~~Phx~~

State AZ

Zip 85012

Phone Number or E-mail ~~Yasu~~ 602-628-6181.

Ghost Vintage

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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This is precisely the kind of thoughtful and appropriate development that the City needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature 

Printed Name Cunaro Galaz

Address 6813 N 31st Ave

City Phx

State AZ

Zip 85017

Phone Number or E-mail 480 882-8071

Undefeated.Inc

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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This is precisely the kind of thoughtful and appropriate development that the City needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature [signature]

Printed Name Lauren Danuser

Address 100 E Camelback Rd.

City Phoenix

State AZ

Zip 85012

Phone Number or E-mail [redacted] 602 441 4378

Local Nomad

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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This is precisely the kind of thoughtful and appropriate development that the City needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature _____

Printed Name Fritz Wilson

Address 100 E Camelback rd #160

City Phoenix

State Az

Zip 85012

Phone Number or E-mail Fritz@hussbrewing.com

Huss Brewing

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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This is precisely the kind of thoughtful and appropriate development that the City needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature _____

Printed Name David Cheng

Address 4750 N. Central Ave

City Phoenix

State AZ

Zip 85012

Phone Number or E-mail myteaaz@gmail.com

My Tea & Sweets

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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This is precisely the kind of thoughtful and appropriate development that the City needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature _____

Printed Name Travis Beltz

Address 4236 N Central Ave #100

City Phoenix

State AZ

Zip 85012

Phone Number or E-mail 602 222 3474

Clever Koi

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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This is precisely the kind of thoughtful and appropriate development that the City needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature _____

Printed Name Minas Zistatsis

Address 4778 N. Central Ave

City Phoenix

State AZ

Zip 85012

Phone Number or E-mail 602-277-2402

Brothers Tailors

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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This is precisely the kind of thoughtful and appropriate development that the City needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature _____

Printed Name Michael Roberton

Address 4429 N. 7th Ave

City Phoenix

State AZ

Zip 85013

Phone Number or E-mail MichaelTodd ROberton@Gmail.com

MichaelTodd's Treasures

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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This is precisely the kind of thoughtful and appropriate development that the City needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature _____

Printed Name Britney Whittington

Address 4427 N 7th Ave

City Phoenix

State AZ

Zip 85013

Phone Number or E-mail 402-625-5527

Twigs and Twine

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

I am a business owner in Uptown Phoenix and I am in support of the proposed rezoning of 201 W. Coolidge Street for the development of the Aura Uptown multi-family residential project.

Aura Uptown is smart development and a well-designed project that will help cultivate the walkable, vibrant environment we are trying to build in Uptown Phoenix. This area is in need of more high-quality residential development with residents that will walk and bike to local restaurants and shops, supporting the local economy and small business owners in the Uptown community.

This is precisely the kind of thoughtful and appropriate development that the City needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature _____

Printed Name DAVID WIMBERLEY

Address 4240 N. CENTRAL AVE

City PHOENIX

State AZ

Zip 85012

Phone Number or E-mail 602-241-0018

GEORGE & DRAGON

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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Sincerely,

Signature 

Printed Name LAURA MITTENDORF

Address 4700 N. CENTRAL AVE

City PHOENIX AZ

State ~~&~~ AZ

Zip 85012

Phone Number or E-mail INFO@TRUE-FEW.COM

True Few Hair Salon

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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Sincerely,

Signature _____

Printed Name Ginalyn Halum

Address 4700 N. Central Ave, Suite 105

City Phoenix

State Arizona

Zip 85012

Phone Number or E-mail ginalyn.halum@yahoo.com

scooptopia

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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Sincerely,

Signature _____

Printed Name Kyle Werner

Address 4700 N central ave #114

City Phoenix

State AZ

Zip 85012

Phone Number or E-mail 3609218395

PHXSOLES

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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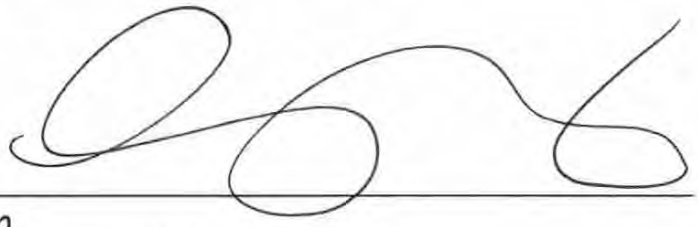
Sincerely,

Signature 

Printed Name PAUL WAXMAN

Address 4971 N. 7TH AVE

City PHX

State AZ

Zip 85013

Phone Number or E-mail PAUL@INSTRUMENTALHOSPITALITY.COM

BELLY KITCHEN + BAR

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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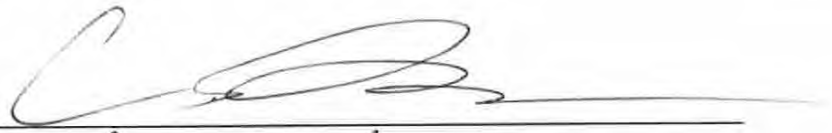
Signature 

Printed Name Connie Lee

Address 5036 N. Central ave

City Phoenix

State AZ

Zip 85012

Phone Number or E-mail 602-653-4220

Doris Fire Cigal

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

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Sincerely,

Signature _____

Printed Name Nerick Mirzakandov

Address 5028 N Central Ave

City Phoenix

State AZ

Zip 85012

Phone Number or E-mail _____

Central Shoe Repair

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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Sincerely,

Signature Stanley Zawatski

Printed Name Stanley Zawatski

Address 5042 N. Central Ave

City PHX

State AZ

Zip 85012

Phone Number or E-mail 602-266-3636

Deli - Cheese Shop

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

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Sincerely,

Signature Gregory Roller (Fairmont Pharmacy)

Printed Name GREGORY Roller

Address 5068 N. CENTRAL AVE

City Phoenix

State AZ

Zip 85012

Phone Number or E-mail greg@FAIRMONTPHARMACY.NET

Fairmont Pharmacy

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

Re: Aura Uptown / Z-56-20-4

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Sincerely,

Signature _____

Printed Name Roy Hamasaki

Address 5038 N. Central

City Phx

State AZ

Zip 85012

Phone Number or E-mail Info@CentralMusicDirect.com

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

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Sincerely,

Signature S. Silberblatt

Printed Name Shawn S. Silberblatt

Address 5102 N. Central Ave

City Phoenix

State AZ

Zip 85012

Phone Number or E-mail 602-954-4009

FOR THE People

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

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Sincerely,

Signature _____

Printed Name Leslie Nunez

Address 4735 N Central Ave

City Phoenix

State AZ

Zip 85012

Phone Number or E-mail 602-410-8058

Leslie's Thread

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

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Sincerely,

Signature [signature]

Printed Name Jacob Zona

Address 201 W Roma Ave

City Phx

State AZ

Zip 85013

Phone Number or E-mail 602-616-5031

Nick Klimek
Alhambra Village Planner
City of Phoenix
Planning & Development Department
200 West Washington Street
Phoenix, AZ 85003

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Sincerely,

Signature _____

Printed Name AZthread21@gmail.com

Address 4733 N. Central Ave

City Phoenix

State AZ

Zip 85012

Phone Number or E-mail 623-277-5428

Arizona thread


CLEVER KOI


FOR THE PEOPLE


The GHOST VINTAGE
STREETWEAR


BELLY


BROTHER'S


COPPER STAR COFFEE
COPPER STAR COFFEE

AZ Thread



Leslie's
THREAD
FASHION BOUTIQUE









Rott n' Grapes











twigs and twine

TRUE FEW
HAIR SALON





Michael Todd's
Treasures


5068
℞
FairmontPharmacy


12:05
87°
5110
UPTOWNE DRYCLEANING
UPTOWNE
DRYCLEANING


CENTRAL
SHOE REPAIR
5028
CLOTHING
ALTERATIONS
OPEN
SHOE
SHINE
$5.00


CHEESE 'N STUFF
FROM EVERYWHERE
DELICATESSEN
· DELI · SANDWICHES · SUBS ·


LEAF


Central Music


Hinkley's


MUSE


zookz
best toasted sandwiches 'round
breakfast - lunch


MODERN
MANOR
eat
drink

Racelle Escolar

From: Lina Money <linahanni2018@gmail.com>
Sent: Thursday, May 6, 2021 11:37 AM
To: Racelle Escolar; PDD Planning Commission
Subject: In opposition / z-56-20-4

Dear members of the planning commission,

As of this morning at 11am May 6th, members of the opposition still have not seen the new site plans. We have asked for a continuance and we are surprised it has not been granted as of yet seeing how we are expected to take a stance at tonight's meeting. The PUD was remanded from City Council skipping normal steps (including Alhambra) which would have allowed us to have ample time to review the new site plans and documents. We have not asked for a single continuance up to this point.

We are hoping the PUD can work as it has the potential to benefit everyone including the city's vision of the Grand Canal-scape. As the PUD stands, it does not work for the neighborhood. It is still very close to the WU T5:5 in density, vehicles, units, height of the parking garage, and lack of appropriate parking spaces.

Trinsic has gained 45 units from the R3/R5. They have gone from 218 to 210 with 165 being the maximum are R5 would allow. That is not a compromise. They have gained a 56 foot parking structure but they have REDUCED the number of parking spots since the City Council Meeting from 303 to 292. At 266 beds (210 units), that leaves 26 parking spots for couples and guests. That is unacceptable as this development is deep within our neighborhood. We agreed to 20 foot setbacks with the understanding we were gaining 8 to 10 feet in setbacks (north and west sides) from the previous rendering but this does not look to be the case based on a graphic that was sent to us a day ago. We need to see those site plans.

If you have not received ample letters of opposition, it is because we were trying to work with the PUD but at this point Trinsic is content with what they have and will not further reduce their density. The Dwelling Unit Density maximum for an R5 with bonuses is 52.20. Currently Trinsic is at a dwelling urban density of 63.63. In order for the Dwelling Urban Density to be at the maximum R5 with bonuses, Trinsic would have to bring their unit count down to 173.

210 units / 3.3 gross acres = 63.63 dwelling unit density
174 units / 3.3 gross acres = 52.72 dwelling urban density

We are open to working with this PUD as we do believe it could benefit all parties involved, but as of right now it hurts the neighborhood and we are forced to look back at the R3/R5. If we could get further concessions on unit counts/ parking spots in the PUD we could come back to the table. Without seeing a site plan, you are allowing us to go into this blind.

Please give us our continuance,

Vincent Bachelot

Racelle Escolar

From: R S <pjharveytrack12@yahoo.com>
Sent: Thursday, May 6, 2021 11:39 AM
To: Racelle Escolar
Subject: Please submit to planning commission

Dear members of the planning commission,

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Please give us our continuance,

Ron Szematowicz

Racelle Escolar

From: Lina Money <linamoney1@mac.com>
Sent: Thursday, May 6, 2021 11:32 AM
To: Racelle Escolar; PDD Planning Commission
Subject: In opposition / z-56-20-4

Dear Commissioners,

The proposal before you today purports to be an acceptable compromise brokered between community opposition and Trinsic Residential Group.

The reality, however, is to the **contrary**. As of 10:30AM this morning, opposition has yet to receive a revised site plan detailing the proposed development. We are also yet to hear back from the Streets Transportation Department regarding the traffic study submitted by the developer.

These procedural failures take backseat, however, to the fundamental shortcomings of this settlement proposal.

I. **Setbacks are still insufficient** to obtain outright neighborhood support. Set backs must be contiguous with surrounding developments, viz.- 30' on North side. The offer of 20' on the West is much appreciated. The additional 10' along the North side will preserve the surrounding setbacks and guarantee visibility for pedestrians, bikes and drivers at the intersection of 3rd Ave and Coolidge.
*It should be noted that renderings that were received my a member of the opposition this week showing the buildings redesign **do not** appear to include the 20' as proposed by the developer.

II. The **Number of Units** must be further reduced to prevent over-densification congestion and vehicular traffic. R5 allows for 165 units; TRG seeks 210 units; the neighborhood believes a unit count of 180-90 units is more appropriate in this setting and is a meaningful increase above R5 entitlements.

III. The **Number of Parking Slips** remains insufficient to guarantee that surrounding property owners not incur injury to their property enjoyment and quality of life. Parking is of course, a function of the number of units proposed.

IV. The **Parking Structure is Unacceptable** as it creates blight to surrounding neighbors. The parking structure must needs be the same height as the residential structure (48'). Additionally, stipulations must be included which prohibit the possibility of roof-top parking or the installation of lighting assemblies atop the parking structure. This is to prevent light pollution and preserve the aesthetic integrity for members of the public utilizing the canalscape for recreation.

V. The failure to arrive at an acceptable arrangement comes as a great disappointment to the neighborhood. A PUD, if created according to the process stipulated by the PUD manual, guarantees the community multiple, face-to-face meetings with the developer to broker

concession in an orderly and meaningful way. We met with the developer in a dark parking lot the night before the city council meeting in a most unorthodox and surely ex-parte fashion that left me ill to my stomach. This can not be allowed to become a permissible way by which the city allows controversial development cases to be resolved. If PPD believes that a PUD is the appropriate vehicle to broker a settlement, then the PUD must go through the normal, prescribed PUD process.

Because what you see before you today is not acceptable to opposition, be it known that opposition has submitted a request for continuance. We believe that arriving at an acceptable compromise is still possible and would like the commission to support the neighborhood in bringing TRG to the table in a meaningful way. If this is denied and the PUD is subsequently recommended to the City Council without the inclusion of stipulations ameliorating the above referenced concerns, opposition intends to further appeal.

With respect,

Lina Money

Dear Commissioners,

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Respectfully,

Dillon Hall
324 W. Minnezona Ave.
PHX, AZ 85013

Rcvd. 5/5/2021

To whom it may concern,

We, the neighborhood, request a continuance for case 56-20-4 to go on to the next planning commission meeting.

Vital information has not been received or it has not been received with sufficient time to review. We received images from Mr. Gosselink today 5-4 as to the redesign however it does not look like it incorporated the 20 foot setbacks. We need to see the official new site plan which we have not seen yet. Additionally we also have not received a confirmation whether the traffic study submitted on April 8th was approved or denied by the street transportation department.

This has been remanded from City Council and did not go through the normal PUD process including the Alhambra committee. Because of this, we did not have the usual opportunity to review site plans and documents. We have not asked for a single continuance up to this point. We feel it is the utmost importance to do so as it's a critical time.

Thank you

Sincerely
Ron Szematowicz

Racelle Escolar

From: Kenny W <kennywaters602@gmail.com>
Sent: Tuesday, May 4, 2021 11:07 AM
To: Racelle Escolar
Subject: Please Forward to all 9 Planning Commissioners re Agenda Item #15 (May 6th)

Re: Agenda Item #15 "Aura Uptown" (Donor Network 3.29 Gross Acre Site)
May 6th, Thursday 6pm VIRTUAL Webex Planning Comm Meeting
Pierson Place Historic District
2 Video segments
1 Aerial Photo
Park: 0.44 Acre
Old Growth Trees: (25 along streets & canal)

Hi Racelle,

Can you please forward this email asap with its two relevant ***video links*** (to all 9 Planning Commissioners) of **Channel 3 News' "Phoenix Community Fights to Keep Neighborhood Park" coverage** re the proposed Aura Uptown project **@SEC of 3rd Ave & Coolidge**,
... along with the video link of **City Council's 92-minute hearing of this case** that produced 43 minutes of strong neighborhood opposition comments, with 21 neighbors speaking against - just a tip of the iceberg.

Donor Network office was a .44 acre park and M-F 9-5 greatest neighbor *EVER*.

The Pierson Place neighborhood really didn't awaken to this loss of park & neighbor - to be replaced by yet another "***aggregating***" compounding 24/7 traffic nightmare coming into the deep interior of our neighborhood (NO arterial streets) till AFTER the Planning Commission voted on it. The City Council found that neighborhood "awakening" out the hard way - 92 minutes worth. Thus, it's back for hopefully much different PC reconsideration and 2nd thoughts ... this time around.

Thank you!

Ken Waters
Pierson Place, 27-yr resident

Channel 3 News clip (97 second segment) that aired March 2, 2021:
https://www.youtube.com/watch?v=JgHI0aGl7Fk [youtube.com]

April 7th City Council Hearing:
https://www.youtube.com/watch?v=oaTwv7GpIi4&t=12254s [youtube.com]
(Agenda item #114, Aura Uptown project that **lasted 1hr, 32 mins)**:

Agenda Item Started at the 3:02:05 mark
Public Comments started at the 3:23:40 mark
Public Comments ended at the 4:11:00 mark
Item Ended at the 4:34:00 mark
92 Minutes total

<iframe width="560" height="315" src="https://www.youtube.com/embed/oaTwv7GpIi4?start=12220 [youtube.com]" title="YouTube video player" frameborder="0" allow="accelerometer; autoplay; clipboard-write; encrypted-media; gyroscope; picture-in-picture" allowfullscreen></iframe>



---------- Forwarded message ---------
From: **DIANE L MIHALSKY** <dmihalsky@msn.com>
Date: Sun, Feb 28, 2021 at 5:42 PM
Subject: Z-56-20-4
To: council.district.4@phoenix.gov <council.district.4@phoenix.gov>
Cc: mayor.gallego@phoenix.gov <mayor.gallego@phoenix.gov>, council.district.1@phoenix.gov <council.district.1@phoenix.gov>, council.district.2@phoenix.gov <council.district.2@phoenix.gov>, council.district.3@phoenix.gov <council.district.3@phoenix.gov>, council.district.5@phoenix.gov <council.district.5@phoenix.gov>, council.district.6@phoenix.gov <council.district.6@phoenix.gov>, council.district.7@phoenix.gov <council.district.7@phoenix.gov>, council.district.8@phoenix.gov <council.district.8@phoenix.gov>

Councilperson Pastor:

My name is Diane Mihalsky. I live at 304 W. Campbell Ave. in the Yaple Park historic neighborhood in mid-town Phoenix. I bought my house in 1986 and have lived here since that time.

For several years, I sat on the Encanto Village Planning Committee. The proposed development on the southeast corner of N. 3rd Ave. and W. Coolidge St., **Z-56-20-4**, is the first proposed development in the neighborhood that I have ever opposed.

The site is located along the Grand Canal on the south and the Sonoran bikeway on the west, in the middle of two irrigated historic neighborhoods. This is a relatively small site, between 2.30 acres (sale advertisement), 2.6 acres (County Assessor's website), and 3.29 acres (Trinsic's submission to City staff). It presently has an approximately 30' wide retention basin along the bikeway with a row of 10 mature olive trees. Neighbors meet each other and walk with their children and dogs in the shaded green area on this unique property.

According to the staff report, Trinsic plans to build a 218-unit, 4-story with mezzanine "luxury apartment" with only 10' setbacks, on which it has promised to plant 3" caliper shade trees, 20' on center, between the minimum 5' wide sidewalk and building. Based on over 30 years gardening on an irrigated lot, these trees will never provide the coolness and shade that the olive trees provide, if they survive at all in the increased heat island that this project will cause.

Because the parcel is on a flood hazard area on the north side of Grand Canal, Trinsic has promised to show that it has complied with FEMA regulations to protect the proposed development, not surrounding streets or properties. Although there was some mention at the Alhambra Village Planning Committee meeting that the City engineer considered Trinsic's removal of the retention basin on neighboring streets and properties, no report is mentioned in the staff report. We don't know whether the City considered the impact of the kind of 100-year rain or flood that has been become more common in Phoenix.

The staff report does not mention that Trinsic will take any measures to mitigate the increased traffic and parking that this project will cause on narrow streets in the middle of a residential neighborhood. Trinsic has suggested that, if parking becomes a problem, it might require permits for

the south side of Coolidge, in front of the development, but not across the street, where single-family homes are located. The only concession that Trinsic has made to the site of the plan on the canal requires shaded open space and installation of bicycle parking for residents and guests and a publicly accessible bicycle repair station, subject to SRP's approval of these uses of its right-of-way. Not only is Trinsic not using its own property for these features that it brags will bring a significant benefit to the City, but it has not bothered to ascertain whether it can actually construct these improvements.

The planned development is a cookie cutter replication of the numerous mid-rise blocks that seem to have sprouted on large parcels on the arterial streets surrounding neighborhoods. These dense mid-rise developments are appropriate for large parcels on arterial streets on the edge of existing neighborhoods, not this small, unique property located between two thriving single-family neighborhoods.

I support the City's goal of achieving more density in my mid-town neighborhood. But I oppose this ill-conceived, third-rate project because I think the City can do better by the residents who have helped make this area so desirable. If the City approves Trinsic's proposed development on this small, unique parcel, it will place a developer's short-term profits over long-term value for the City and its long-term residents. I beg you to use your sound discretion to denying the zoning changes that Trinsic requests.

Diane Mihalsky

cc: Mayor Gallego and Councilpersons Williams, Waring, Stark, Guardado, DiCiccio, Nowakowski, and Garcia

Dear Councilperson Pastor,

I am a resident & property owner in Yaple Park Historic Neighborhood, and I write to express my strongest disapproval of **Rezoning Case No: Z-56-20-4.**

Z-56-20-4 seeks to permit the construction of a 4 + story mid-rise on the Southeast corner of 3rd Avenue and Coolidge Street in Midtown Phoenix (the former offices of the Donor Network of AZ at 201 W. Coolidge). The complex will have a **minimum of 218 units** (**275 beds**), **will be set a mere 10 feet back from the street, and effectively will blanket the entire 2.6 acre parcel with a 60 foot structure that will tower over existing homes in every direction.**

That the proposed development will damage the surrounding area is the widely-held and affirmed belief of surrounding homeowners, residents, and private businesses.

I have joined the more than one hundred property owners and residents of the surrounding neighborhoods in signing petitions against Z-56-20-4 to make clear our opposition to the proposed changes. **These are families and futures belonging to your constituents of which I am only one and I respectfully implore you to consider voting against the rezoning request.**

The **Alhambra Village Planning Committee and City of Phoenix Planning Committee have both voted in favor of this zoning change**, thus allowing for the proposed development to proceed. **Present at both meetings, however, were a large contingent of community members all of whom stood in opposition and all of whom were prevented from meaningful participation in either public process.**

These proceedings were contrary to our democratic principles, and were most especially egregious as we made repeated attempts to voice our concerns and were given no reasonable accommodation. The truth is that **the surrounding residents are the individuals who will suffer irreversible life changes, and so ought to have been guaranteed a meaningful role in the decision making process. The process, thus far, has not afforded any role to them.**

Like many of my neighbors, I am concerned that **the proposed building will diminish property values within the two adjacent historic neighborhoods[1] and will create an unsafe and dangerous traffic environment in an area in which ingress and egress are already highly restricted.** This is compounded by the fact that there will be insufficient parking to accommodate the total number of residents, guests and service providers to the building. The surrounding infrastructure of the neighborhood is not such that it can accommodate an expected increase to vehicular activity without systemic improvements such as sidewalks none of which are part of the proposed development.

Congestion is further compounded by the fact that Pierson Place is bordered on two sides by the Light Rail and on a third by the Grand Canal, leaving residents (1) No interior South-Bound Exits, (2) a single Northern exit at Camelback and 3rd Avenue, and (3) a single Eastern exit at the light on Highland and Central Avenue to head North. This last intersection is already utilized by, as a necessity, the more than 3,500 students attending St. Francis Xavier School, Brophy College Preparatory, Xavier College Preparatory and the clergy of the Parish grounds[2].

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[1] **Yaple Park**, which is 108 residences 103 of which are single-family-homes & **Pierson Place**, which is composed of more than 150 residences, 85% of which are single-family-homes.

[2] coming and going both at peak traffic hours and throughout the day.

Many neighbors have expressed their concerns as ADA residents and as parents of young children who will now be forced to compete with car traffic on the surface streets. Our neighborhoods have very, very few sidewalks and we fear losing our pedestrian culture to densification. Our ability to park in front of our own homes will also be compromised. The stress on existing utilities is an additional concern, as this is a neighborhood built up in the early 1930's then again in the post-war 40's-60's.

Our sewer lines have been failing for a decade and effectively doubling demand on them immediately will likely greatly accelerate the failure of this system which is now at the end of its projected life cycle, according to the city's own data. This is yet another major cost to be born by existing property owners and is a financial burden that gives sole accommodation to the development in-question. If the City approves the development, it *will* shift the cost of supporting the development onto existing individual property owners.

Arguably just as important is our belief that this development will decrease our property enjoyment, stifle our historical identity, and gravely undermine the independence of our community to influence much less chart our own futures.

Forcing this drastic and arguably inappropriate development upon existing property owners will cause general injury to our financial positions and social fabric. Of specific concern are traffic/parking hazards, the degree of density relative to surrounding properties and frankly the aesthetically vacuous character of the proposed building. This area and this site in particular deserves something better and ought to be developed in such a way as to amplify the special nature of the surrounding historic neighborhoods.

This is a large development smack-dab in the middle of two traditional, working-class residential neighborhoods that are on their way up. This development brings our community nothing of tangible value and, in fact, seriously undermines our expectation as property owners to continue along an upward trajectory that has proven to be an asset to the city, and will rationally be expected to continue. This development should be curtailed to benefit and preserve the greater midtown area in the short-term, mid-term and long-term futures as sought-after historic residential areas.

Put frankly, this development will transfer the hard-earned wealth generated by individual homeowners and families to a Wall Street Corporation. This is not a case of xenophobia or of anti-progressivism; this is a case of decades of hard working, mortgage paying and free-holding individuals and families who have struggled to ensure that these communities would not only survive but would flourish seeking to preserve what we have built. Now we are trying to avoid collision with a powerful single interest, the impact of which we will likely not survive at least not recognizably at the onset of our real prosperity.

I could go on and on, but I think I've expressed enough of your constituents' feelings in this matter to inform you of our committed sentiment that this development should not go ahead.

Thank you for your time and consideration. Please keep up the good work, Councilperson Pastor!

Sincerely,

Dillon Hall
324 West Minnezona
Phoenix, Arizona, 85013
Dillon.Hall.MTAZ@gmail.com
602.758.2241

The Urban Walkable Code is inappropriate for the site at 3rd Ave & Coolidge St. This site is away from all arterial roads and is in the heart of a historic neighborhood that is cut off to the south by the canal, has limited access to the east and the north because of the light rail, and contends with suicide lanes on 7th Ave to the west. Adding this much traffic along the 3rd Ave bike path and within this neighborhood is bad for safety and overall city development. This development in this area is inconsistent with the very premise of a walkable code.

Trinsic Development group has applied for a zoning change from a historic R3/R5 to a WU T5:5 which is the same zoning as the NW corner of Indian School and Central Ave.

A T5:5 is characterized by "a broad mix of buildings that integrate retail, offices, live-work and residential".[1] They average in 56 to 100 feet in height. There is nothing close to this height any where near this development or within the historic neighborhood, away from arterial roads. The majority of the buildings in the surrounding area are single family homes on a single floor and some two story residential buildings. The average height in the area is LESS than 30 feet, somewhere between one and two story residential.

A T5:2 and T5:3 is the next step down and we still are not anywhere near its characterization. "A low intensity mixed use fabric characterized by a SMALL MAIN STREET SCALE COMMERCIAL AREAS, adaptive reuse of single-family homes to retail, office uses and dining establishments and mixed use residential developments incorporating a BROAD mix of frontage types averaging 30 to 48 feet in height."[2] All the "main street commercial" streets are arterial roads. 3Rd Ave is completely residential and we have no retail or dining away from arterial roads. Again we are between one and two stories with the majority of the area a historic one story neighborhood. We are well below the average height of 30-48'.

Even the T4:2 and T4:3 discuss an average of 30-40 feet in height. We do not have close to this average either.

I have been through much of the "Vison and Master Plan" Uptown section city pamphlet that Trinsic has used to tout this zoning change to planning commissions and the neighborhood and it clearly states "The plan serves as a guide and is not regulatory. Additional outreach and research on underlying entitlements and appropriateness of specific properties will be conducted during the rezoning process[3]" (page 77 uptown section). I have found plenty of maps within this pamphlet that show this property outside the appropriateness of a WU code zone.

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[1] https://phoenix.municipal.codes/ZO/1302

[2] https://phoenix.municipal.codes/ZO/1302

[3] https://www.phoenix.gov/pddsite/Documents/PZ/ReinventPHX%20UPTOWN%20TOD%20Policy%20Plan%2011X17.pdf page 77

Screen shot from City of Phoenix municipal codes section 1302.

A. 2. **T4:2 and T4:3 Districts.** Low-intensity urban residential fabric characterized by single-family homes, duplexes, single-family attached and small multifamily developments, averaging 30 feet to 40 feet in height. Home occupations are permitted.

3. **T5:2 and T5:3 Districts.** Low-intensity urban mixed-use fabric characterized by small main street scale commercial areas, adaptive reuse of single-family homes to retail, office uses and dining establishments, and mixed-use residential developments incorporating a broad mix of frontage types, averaging 30 feet to 48 feet in height.

4. **T5:5, T5:6 and T5:7 Districts.** A medium-high-intensity mixed-use fabric characterized by a broad mix of buildings that integrate retail, offices, live-work and residential units adjacent to the Light Rail Corridor, averaging 56 feet to 100 feet in height.

5. **T6:7, T6:15 and T6:22 Districts.** A high-intensity mixed-use urban fabric characterized by large footprint high rise buildings averaging 100 feet to 250 feet in height adjacent to the Light Rail Corridor. Buildings have the highest intensity of uses, integrating office, commercial and residential uses. Development may incorporate forecourts and open spaces available to the public.

6. **T6:HWR District.** A height waiver, high-intensity fabric characterized by mixed-use buildings with large footprints and/or towers with existing and any new height waiver entitlements beyond T6:22.

Screen shot from City of Phoenix website Urban Walkable Code Handout

LOW-INTENSITY RESIDENTIAL DISTRICTS

T3:2 Residential, characterized by single-family homes and duplexes, home occupations permitted.

Maximum height: 30-feet.



T4:2 T4:3

Residential with a mix of housing types: single-family, duplexes, multi-family and single-family attached (townhouses). Home occupations and professional offices permitted.

Maximum height: 30-ft (T4:2) and 40-ft (T4:3)

LOW INTENSITY MIXED-USE DISTRICTS

T5:2 T5:3 T5:5

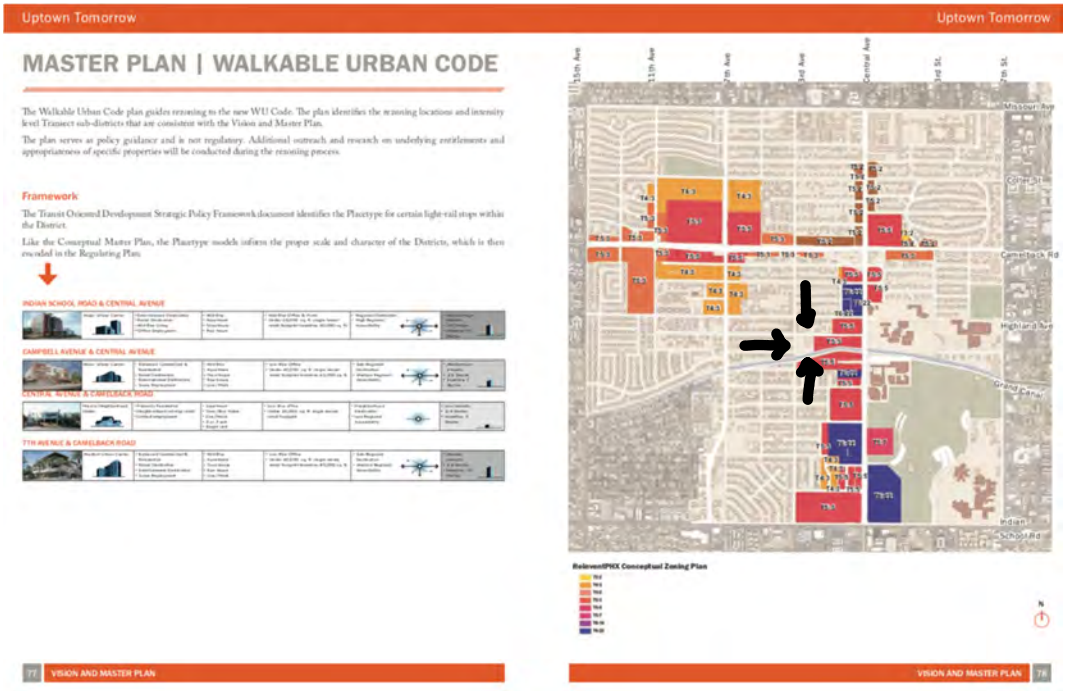


Characterized by adaptive reuse of existing single-family homes to dining, retail and office uses.

New developments incorporates a mix of uses, such as residential & offices with retail on the ground floor, live-work, multi family and single-family attached.

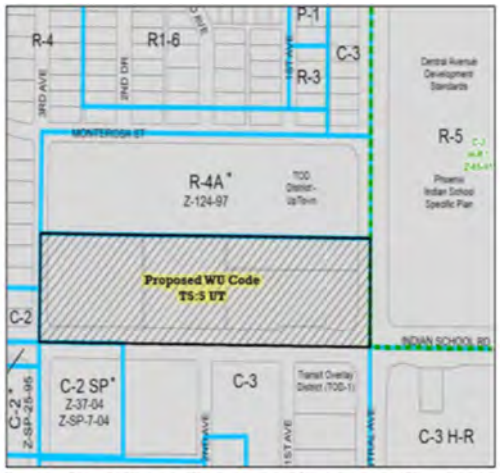
Maximum Height: 30-ft (T5-2), 48-ft (T5:3) 56-ft (T5:5)

Note: The property in question is NOT part of the urban walkable code. These are not supposed to be taken verbatim.



A T5:5 is the type of zoning that TWO arterial roads just received on the Northwest corner of Indian School and Central Ave.

WU T5:5 Indian School and Central Ave

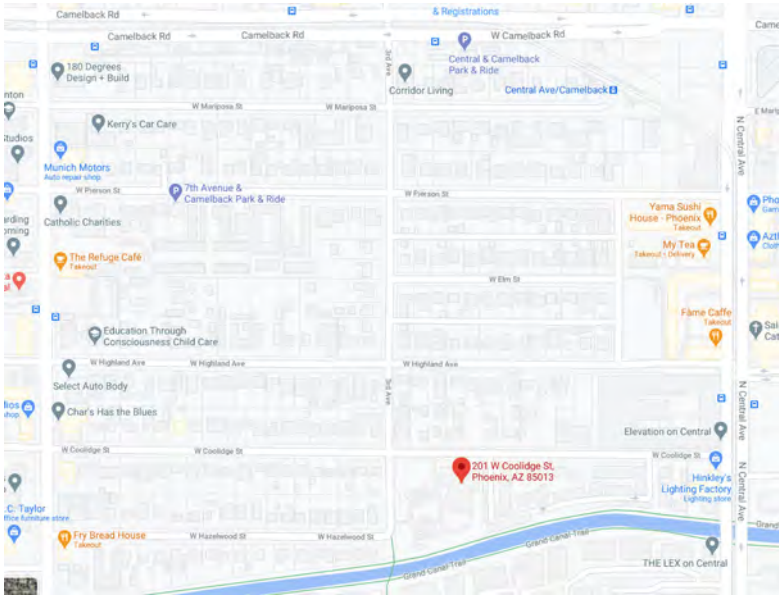


Source: City of Phoenix Planning and Development Department



We are RESIDENTIAL. A look at businesses via Google maps. Note they are all within one house of arterial roads. No dining no retail away from Central or 7th Ave. 3Rd Ave is strictly residential.

Google maps shows no businesses away from arterial roads, no dining and no retail
No businesses on 3rd Ave at all



Rcvd 3/24/2021

The neighborhood surrounding the property to the west and to the north. Note: away from arterial roads.

Oksane's property and Monica's house to the north



Adam and Paula's looking west from the development. Adam in particular is very concerned with the proposed height and the invasion of privacy into his yard.



Looking west on the south side of Hazelwood. Kim and Karen’s houses.



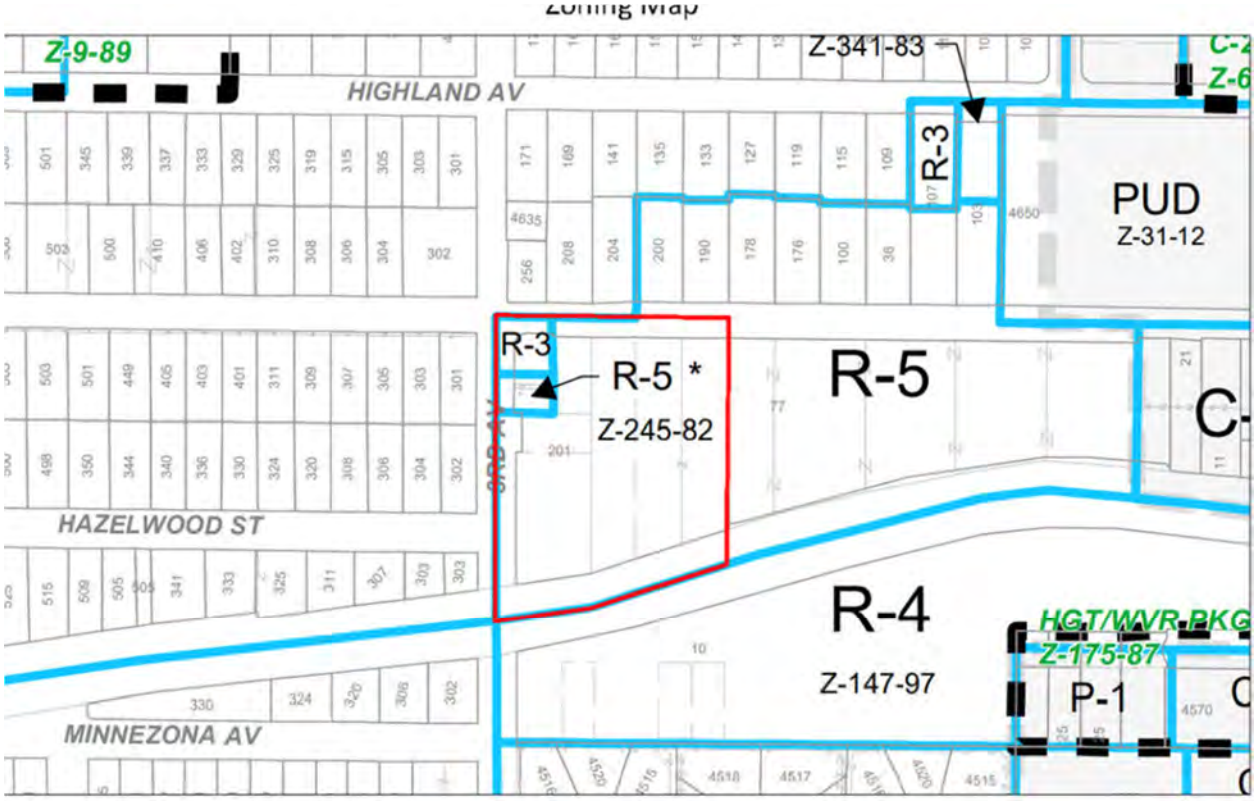
Teresa and Monica’s house directly across the street to the north of the development.



Monica’s house with Teresa’s next door to the north of the property.



Zoning Map



SEC 3rd Avenue & Coolidge Street – Phoenix, AZ


Elevation on Central
2D

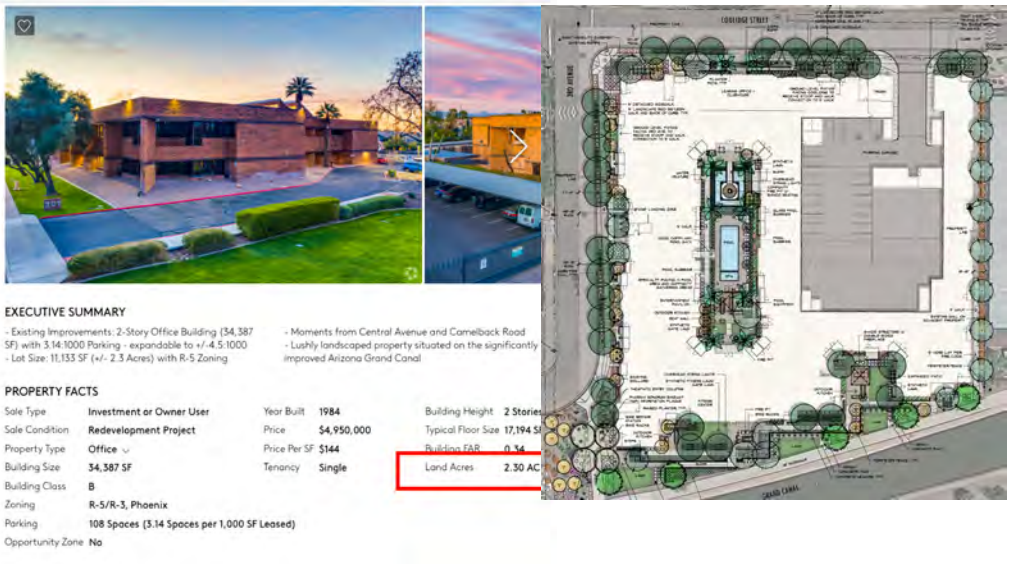
Rcvd 3/24/2021

Traffic and parking concerns.

We have heard from Jason Morris that this development will be the same traffic as a 34,000 sq ft office complex that had a 108 parking spaces. This proposed building is going close to the curb on 115,000 sq ft block and will be 4 stories. At 218 units with 46 studios, 116 one bedrooms and 56 two bedroom that gives us 274 beds with only 303 parking spots. That is 1.1 parking spots per bed. That leaves 29 spaces for other halves of couples and guests. This is not enough parking.

This neighborhood is cut off to the south by the canal, has limited access to the north and east by the light rail and contends with suicide lanes to the west. 3rd Ave is a bike path and a traffic increase will reduce safety. A parking increase will reduce visibility.

108 parking spaces vs 303 parking spaces…. 34,387 Sq feet of 2 story building vs 115, 133 sq foot lot size which will be mostly 4 story building



EXECUTIVE SUMMARY

- Existing Improvements: 2-Story Office Building (34,387 SF) with 3.14:1000 Parking - expandable to +/-4.5:1000
- Lot Size: 11,133 SF (+/- 2.3 Acres) with R-5 Zoning
- Moments from Central Avenue and Camelback Road
- Lushly landscaped property situated on the significantly improved Arizona Grand Canal

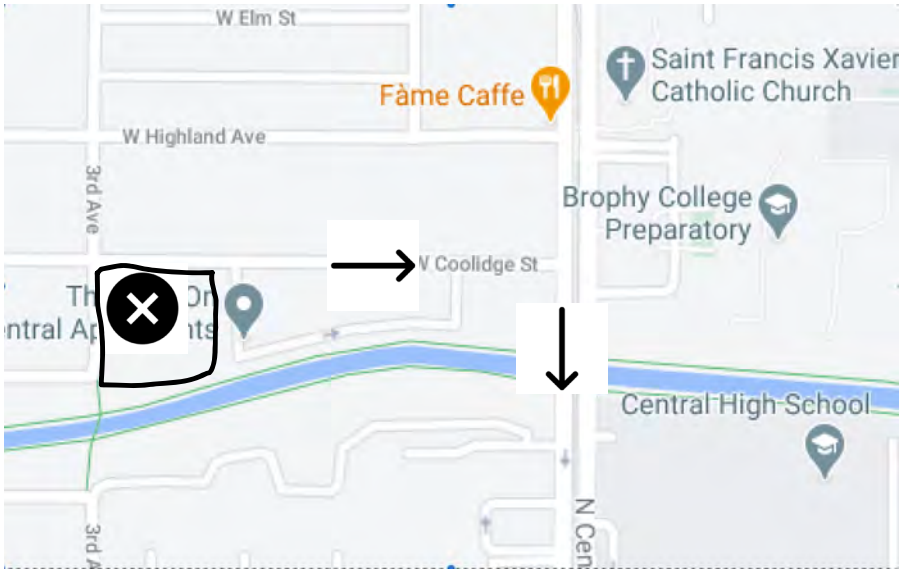
PROPERTY FACTS

Sale Type	Investment or Owner User	Year Built	1984	Building Height	2 Stories
Sale Condition	Redevelopment Project	Price	$4,950,000	Typical Floor Size	17,194 SF
Property Type	Office	Price Per SF	$144	Building FAR	0.34
Building Size	34,387 SF	Tenancy	Single	Land Acres	2.30 AC
Building Class	B				
Zoning	R-5/R-3, Phoenix				
Parking	108 Spaces (3.14 Spaces per 1,000 SF Leased)				
Opportunity Zone	No				

The parking garage with its single entrance and exit is going to be toward the east of the property to encourage cars to head toward Central Ave. Central is right turn only heading south.

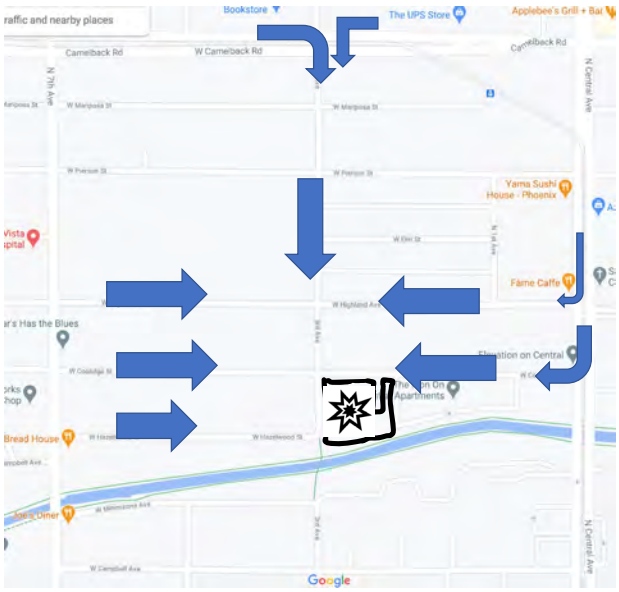
Central Ave is right turn only from Coolidge St

Southbound Only





Coming back into the neighborhood



Sufficient parking matters for safety and aesthetics





Rcvd 3/24/2021

We have not seen an appropriate drainage plan for the surrounding area or the development's impact on drainage. The following photos were taken by Karen McCasland after one of our monsoons at the property. This area is a floodplain. The project will be built on this area.

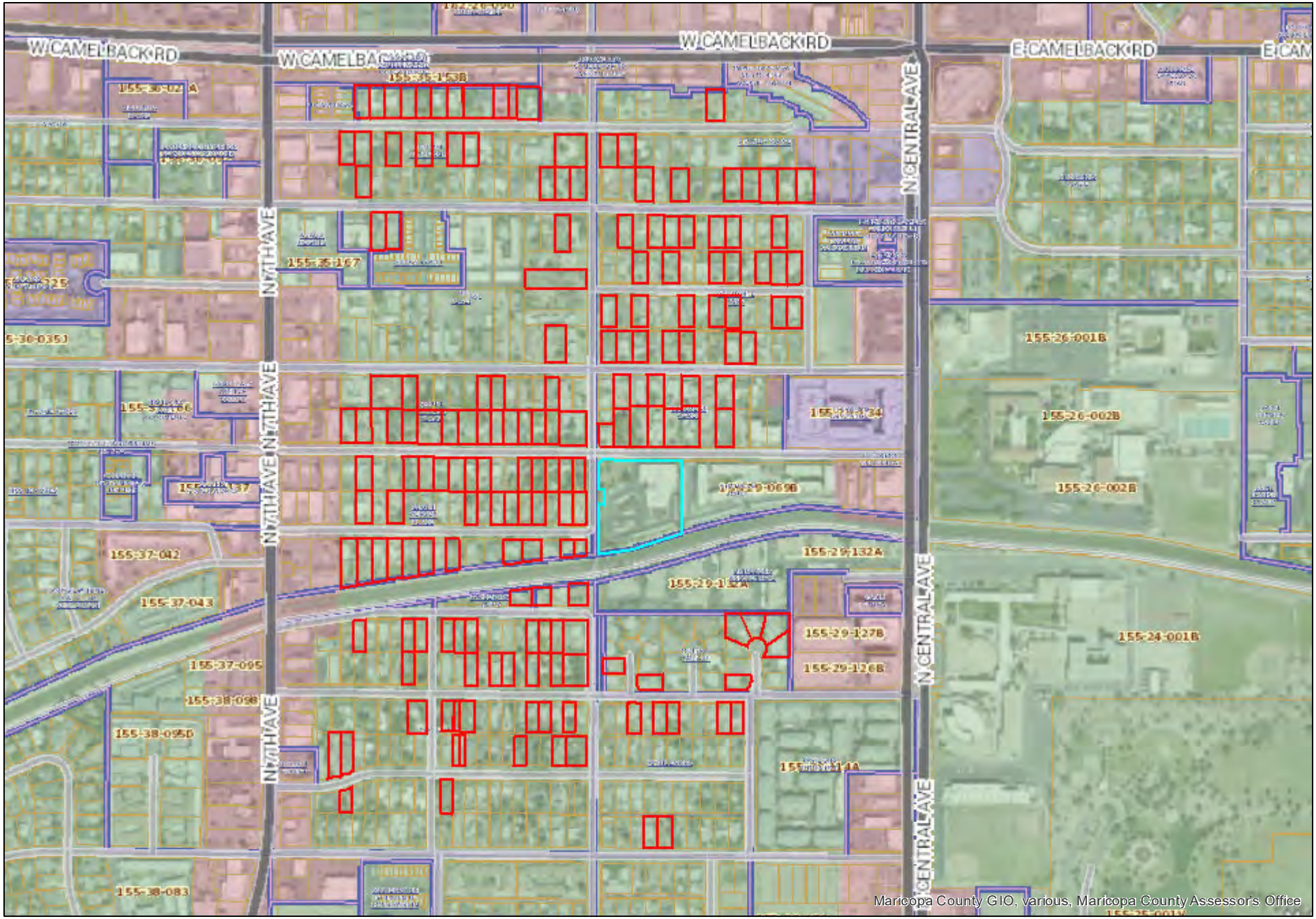




I took this photo of the property.



Map



3/24/2021 11:51:54 AM

Petition AGAINST rezoning from R3/R5 to WU
REZONING APPLICATION # **Z-56-20-4**

Request: **R3/R5 - WU**

Location: **SE Corner of 3rd Ave and Coolidge St**

We the undersigned are OWNERS of property within the Pierson Place and Yaple Park historic neighborhoods. We stand AGAINST the rezoning effort by the developers to increase the number of units, increase height, decrease of ample parking and decrease ingress(easement). This type of zoning belongs on a major road like Camelback or Central Ave not in the heart of a historic neighborhood. The neighborhood, Pierson Place, is closed to the south by the canal, has limited access to the east and north by the light rail and has suicide lanes to the west during peak times of day. We ask the zoning remain at the historic R3/R5.

Date Signature Print Name Address APN

FOR SEVIGNE LLC:

02/15/2021 Tania Petkova-Bachelot

Vincent Bachelot

506 W. Coolidge St
85013 Phoenix, AZ

APN 155-34-024

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Date	Signature	Print Name	Address	APN
2-15-21	[illegible]	Ron Szematowicz	308 W. Coolidge St	155-34-010
2-16-21	[illegible]	William Robert A Denat	403 W Coolidge St	155-34-054
2/16/21	[illegible]	Henry L Harding	305 W Coolidge St	155-34-006
2/16/21	[illegible]	Kostadin Petkov	505 W Coolidge St	155-34-063
2/16/21	[illegible]	GARY NOONAN	610 W HAZELWOOD	155-34-075
2/16/21	[illegible]	Stephen Young	639 W Hazelwood St	155-34-099
2-16	[illegible]	JAMES NOWLING	585 W [illegible]	155-34-098
2-16	[illegible]	Zach Winn	525 W. Hazelwood	155-34-095
2-16	[illegible]	Thomas D. Rice	320 W Hazelwood St	155-34-050
2-16	[illegible]	Matthew Bailey	325 W Hazelwood St	155-34-087A
2-17	[illegible]	CHRIS GONZALES	310 W. COOLIDGE ST	155-34-011
2-17	[illegible]	Adam Franco	405 W Coolidge ST	155-34-053
2-17	[illegible]	R Frank Radleth	449 W. Coolidge St	155-34-060
2/17	[illegible]	Jeremy [illegible]	642 W Coolidge	155-34-027
2-17	[illegible]	Erin Starrs	644 W Coolidge	155-34-030
2/18	[illegible]	Jeff Rahn	306 W Coolidge	155-34-007
2/18	[illegible]	Pamela L Perry	304 W Coolidge	155-34-006
2/19	[illegible]	Taylor Stevens	307 W Coolidge	155-34-045
2-19	[illegible]	Karen McCasland	309 W Coolidge	155-34-048
2/20	[illegible]	Ryan Hansen	523 W Coolidge	155-34-072
2/20	[illegible]	[illegible] McLean	311 W. Hazelwood	155-34-088
2/20	[illegible]	A E. Moreda	505 W Hazelwood	155-34-093
2/21	[illegible]	Angela Hurley	324 W. Hazelwood St	155-34-051
2/20	[illegible]	Tsvetelina Monky	510 W Coolidge St	155-34-027
2/21	[illegible]	Genny Madison	501 W Coolidge St	155-34-059
2/21	[illegible]	JAY BROWN	582 W Coolidge St	155-34-022
2/22	[illegible]	Nina Lanza	503 W. Coolidge St	155-34-064

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Date	Signature	Print Name	Address	APN
2-17-21	[illegible]	Diane Prickett	165 W. Highland	155-34-030
2/17/21	[illegible]	Paul Bang	174 W. Highland	155-34-028
2/17/21	Jayne F. Brown	Jayne F. Brown	135 W. Highland	155-34-072
2/17/21	[illegible]	Laurette R. DeRosier	150 W. Highland Ave Phx	155-34-036
2/17/21	[illegible]	Phyllis Bartisberger	144 W Highland	155-34-038
2-17-21	[illegible]	Marvin Lehm	115 W Highland	155-34-061
2-17-21	[illegible]	Melade Eskinger	108 W. Elm St	
2-17-21	[illegible]	WENDY LOCHER	107 W ELM ST.	
2-17-21	[illegible]	Christopher Marks	114 W Elm St	
10 2-18-21	[illegible]	BARBARA BACKYARD	304 W HIGHLAND	155-34-022
2-18/21	[illegible]	doug [illegible]	324 W. Highland Ave	155-34-012
2-18-21	[illegible]	[illegible]	533 W Highland Ave	155-34-014
2/18/21	[illegible]	Jasmin Peña	509 W Highland Ave	155-34-023
2/18/21	[illegible]	BARBARA MITCHELL	515 W HIGHLAND AVE	155-34-025
2/19/21	[illegible]	PATRICIA MAHONEY	193 W ELM ST PHX 85013	
2/19/21	[illegible]	BRIAN CRAWFORD	150 W ELM ST Phx AZ 85013	
2/19/21	Jesse Gibbs	Jesse Gibbs	132 W ELM ST PHX 85013	
2/19/21	[illegible]	[illegible]	161 W Elm Phx 85013	
2/19/21	[illegible]	ANTHONY CASTRILLO	162 W Elm Phx 85013	
20 2/21/21	[illegible]	Alison Widener	143 W ELM St 85013	
2/21/21	[illegible]	ERIN [illegible]	126 W ELM St 85013	
2/21/21	[illegible]	[illegible]	101 W ELM ST 85013	
2/21/21	[illegible]	[illegible]	102 W ELM ST 85013	
2/20/21	Cynthia Swasey	Cynthia Swasey	131 W ELM St 85013	
2/21/21	[illegible]	ALAN SLIDGETRUSTEE	125 W ELM ST. 85013	
2/21/21	[illegible]	Janet Davidson	107 W. Pierson St 85013	
2/21/21	[illegible]	Devon Judge	110 W Pierson 85013	

Petition AGAINST rezoning from R3/R5 to WU
REZONING APPLICATION # **Z-56-20-4**

Request: **R3/R5 - WU**
Location: **SE Corner of 3rd Ave and Coolidge St**

We the undersigned are OWNERS of property within the Pierson Place and Yaple Park historic neighborhoods. We stand AGAINST the rezoning effort by the developers to increase the number of units, increase height, decrease of ample parking and decrease ingress(easement). This type of zoning belongs on a major road like Camelback or Central Ave not in the heart of a historic neighborhood. The neighborhood, Pierson Place, is closed to the south by the canal, has limited access to the east and north by the light rail and has suicide lanes to the west during peak times of day. We ask the zoning remain at the historic R3/R5.

Date	Signature	Print Name	Address	APN
2-21-21		JA METZLER	332 W. CAMPBELL AVE	155-34-123
2/21/21		JACK WISEMON	340 W CAMPBELL AV	~~155~~ ~~34~~ 155-34-127
2/21/21		DENISE DAVIS	506 W CAMPBELL AVE	155-34-135
2/21/21		Shelby Bradshaw	501 W Campbell Ave	155-33-048~~7~~
2/21/21		Deborah J. Hickman	357 W. Campbell Av	155-33-094 & -090
2-21-21		Kelly Scharber	553 W CAMPBELL AVE	155-33-091
2-21-21		NORA HOELZINGER	253 W. CAMPBELL AVE	155-33-091
2-21-21		JUAN AVILA JR	355 W CAMPBELL AVE	155-33-085
2-21-21		THOMAS BRENNAN	308 W. Campbell Ave	155-34-115
2-23-21		BERT S. PETERSON	318 W. CAMPBELL AVE.	155 34 114
2-23-21		Sarah (illegible)	301 W. campbell AVE.	155-33-078
2-23-21		DANIEL LEVASSEUR	309 W. campbell ave	155-33-078
2-23-21		Derek Sherwood	311 W. Campbell ave	155-33-079
2-23-21		Carl Tipping	302 W. Roma Ave	~~155~~. 155-33-~~07~~3
2-23-21		TRAVIS JOHNSON	340 W. ROMA AVE	155-33-089
2-23-21		LIZ JOHNSON	340 W ROMA AVE	155-33-093
2-26-21		BRIAN BAIRD	355 W. ROMA AVE	155-33-117

Petition AGAINST rezoning from R3/R5 to WU
REZONING APPLICATION # **Z-56-20-4**

Request: **R3/R5 - WU**
Location: **SE Corner of 3rd Ave and Coolidge St**

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Date	Signature	Print Name	Address	APN
02 / 19 / 2021		JOSE ALVARADO	406 W COOLIDGE DR, PHX	155-34-015
2/22/21		ED MEZWIS	514 W Hazelwood St Ph X	

Petition AGAINST rezoning from R3/R5 to WU
REZONING APPLICATION # Z-56-20-4

Request: **R3/R5 - WU**
Location: **SE Corner of 3rd Ave and Coolidge St**

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Date	Signature	Print Name	Address	APN
02 / 19 / 2021	[signature]	JOSE ALVARADO	406 W COOLIDGE DR, PHX	155-34-015
02.22.2021	[signature]	Yiorgos Makris	340 W Hazelwood St Phoenix AZ 85013	155-34-058
2/22/21	[signature]	Monica Gacia	500 W. Coolidge	155-34-020
2/23/21	Kelly Rose	Kelly Rose	402 W Coolidge, 85013	155-34-016

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Petition AGAINST rezoning from R3/R5 to WU
REZONING APPLICATION # **Z-56-20-4**

Request: **R3/R5 - WU**
Location: **SE Corner of 3rd Ave and Coolidge St**

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Date	Signature	Print Name	Address	APN
02 / 19 / 2021		JOSE ALVARADO	406 W COOLIDGE DR, PHX	155-34-015
02.22.2021		Yiorgos Makris	348 W Hazelwood St Phoenix AZ 85013	155-34-058
2/22/21		Monica Garcia	550 N Coolidge	155-34-020
2/23/21		Sarah Simpson	318 W Hazelwood St	

Petition AGAINST rezoning from R3/R5 to WU
REZONING APPLICATION # **Z-56-20-4**

Request: **R3/R5 - WU**
Location: **SE Corner of 3rd Ave and Coolidge St**

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Date	Signature	Print Name	Address	APN
2-20-21	[illegible]	Bruce Becker	301 W. Minnezona Av	155-34-108A
2-20-21	[illegible]	VICTOR KOLLASCH	309 W. MINNEZONA	155-34-112
2-20-21	[illegible]	Margaret Lafrance	315 W Minnezona Av	155-34-114
2/20/21	[illegible]	[illegible]	304 W Campbell Ave	155-34-111A
2/20/21	[illegible]	Dillon Hall	324 W. Minnezona Ave	155-34-155
2/21/21	[illegible]	Andrea Hodge	501 W Minnezona Ave	155-34-132
2/21/21	[illegible]	Kimmi Ross	619 W. Minnezona	155-34-142
2/21/21	[illegible]	MARISSA LUCERO	4555 N. 5th Ave	155-34-130
2/21/21	[illegible]	Kristen Anderson Saggese	341 W Minnezona Ave	155-34-128
2/21/21	[illegible]	Barbara Garee	337 W Minnezona Ave	155-34-126
2/21/21	[illegible]	[illegible]	320 W. Minnezona	155-34-104
2/21/21	[illegible]	Tony Buettner	305 W. Minnezona	155-34-134
2/21/21	[illegible]	Greg Kollasch	319 W Minnezona Ave	155-34-116

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Petition AGAINST rezoning from R3/R5 to WU
REZONING APPLICATION # **Z-56-20-4**

Request: **R3/R5 - WU**
Location: **SE Corner of 3rd Ave and Coolidge St**

We the undersigned are OWNERS of property within the Pierson Place and Yaple Park historic neighborhoods. We stand AGAINST the rezoning effort by the developers to increase the number of units, increase height, decrease of ample parking and decrease ingress(easement). This type of zoning belongs on a major road like Camelback or Central Ave not in the heart of a historic neighborhood. The neighborhood, Pierson Place, is closed to the south by the canal, has limited access to the east and north by the light rail and has suicide lanes to the west during peak times of day. We ask the zoning remain at the historic R3/R5.

Date	Signature	Print Name	Address	APN
2.21	[illegible]	Brandon Caston	114 W. Pierson St	
2/21/21	Walker R Kamm	Walker R Kamm	125 W. Pierson	
2/21/21	[illegible]	Joanne Winter	118 W. Pierson	
2/21/21	Dolores A Garcia	Dolores A Garcia	131 W Pierson St	
2/21/21	[illegible]	Richard Jackson	149 W. Pierson St	
2/21/21	[illegible]	Susan L Benton	130 W Pierson St	
2/21/21	Holly Mitchell	Holly Mitchell	155 W Pierson St	
2/22/21	[illegible]	Roland Regeon	635 W. Hazelwood St	155-34-100
2/22/21	[illegible]	Lynda Stawson	635 W. Hazelwood St	155-34-100
2/23/21	Patricia Pace Anderson	Patricia Pace Anderson	143 West Pierson St	
2/23/21	Sativa Peterson	Sativa Peterson	140 W. Pierson St.	
2/23/21	[illegible]	Joe Dore	167 W Pierson St.	
2/23/21	Gretchen Smidt	Gretchen Smidt	306 W. Pierson St.	
2/23/21	[illegible]	Andy Joslin	310 W. Pierson St	
2/23/21	[illegible]	Al Guaderrama	601 W. Pierson St	
2/23/21	[illegible]	Jordan [illegible]	603 W Pierson St	
2/25/21	[illegible]	William [illegible]	54 W Mariposa St	
2/25/21	[illegible]	Colleen LaRose	515 N. Mariposa St #4	
2/25	[illegible]	Tom Lawry	312 W Mariposa St	
2/25	[illegible]	David Walker	312 W Mariposa St.	
2/25	[illegible]	Dave Daniels	314 W Mariposa St	
2/25	[illegible]	Deane Daniels	314 W Mariposa St	
2/25	[illegible]	Grant Peggy	315 W Mariposa St	
2/25	[illegible]	Sarah Marmaduke	317 W. Mariposa St.	
2/25	Jill Hassett	Jill Hassett	316 W. Mariposa	
2/25	Michael Hassett	Michael Hassett	316 W Mariposa	
2/25	[illegible]	Raymond Peterson	521 W Mariposa St	

Petition AGAINST rezoning from R3/R5 to WU
REZONING APPLICATION # **Z-56-20-4**

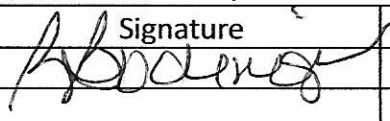
Request: **R3/R5 - WU**
Location: **SE Corner of 3rd Ave and Coolidge St**

We the undersigned are OWNERS of property within the Pierson Place and Yaple Park historic neighborhoods. We stand AGAINST the rezoning effort by the developers to increase the number of units, increase height, decrease of ample parking and decrease ingress(easement). This type of zoning belongs on a major road like Camelback or Central Ave not in the heart of a historic neighborhood. The neighborhood, Pierson Place, is closed to the south by the canal, has limited access to the east and north by the light rail and has suicide lanes to the west during peak times of day. We ask the zoning remain at the historic R3/R5.

Date	Signature	Print Name	Address	APN
2/25/21		NICK PHOU	521 W MARIPOSA ST.	
2/25/21		Layne Hatcher	507 W Mariposa	
2/25/21		Tom Henderson	348 W mariposa	
2/25/21		Dolores Henderson	348 W mariposa	
2/26/21		Nancy G McMillan	151 W. Mariposa St	
2/26/21		RAY MUCH	102 W. PIERSON ST	
2/26/21		JOHN T. MUENCH	106 W. PIERSON ST 85013	
2/22/21		ERIK FINK	4718 N. 3RD AVE 85013	
2/27/21		Amy Peterson Rukstales	533 W. Mariposa	
2/27/21		Carl Hecker	514 W. Mariposa	
2/27/21		Cory Brent	514 W. Mariposa St	
2/27/21		Julie Augenstein	514 W. Mariposa St	
2/27/21		JDAVID ELSBECKER	522 W. MARIPOSA ST	
2/27/21		[illegible]	537 W MARIPOSA ST.	
2/27/21		KEVIN J. LOZIER	539 W. MARIPOSA ST.	
2/27/21		AMY AFRAMIAN	540 W Mariposa #2	
2/28		Jan Hutchinson	510 W. Mariposa St	

Petition AGAINST rezoning from R3/R5 to WU
REZONING APPLICATION # **Z-56-20-4**
Request: **R3/R5 - WU**
Location: **SE Corner of 3rd Ave and Coolidge St**

We the undersigned are OWNERS of property within the Pierson Place and Yaple Park historic neighborhoods. We stand AGAINST the rezoning effort by the developers to increase the number of units, increase height, decrease of ample parking and decrease ingress(easement). This type of zoning belongs on a major road like Camelback or Central Ave not in the heart of a historic neighborhood. The neighborhood, Pierson Place, is closed to the south by the canal, has limited access to the east and north by the light rail and has suicide lanes to the west during peak times of day. We ask the zoning remain at the historic R3/R5.

Date	Signature	Print Name	Address	APN
02/28/21		Beverley Bodiroga	149 W. Mariposa St. 85013	155-28-098

Petition AGAINST rezoning from R3/R5 to WU
REZONING APPLICATION # **Z-56-20-4**

Request: **R3/R5 - WU**
Location: **SE Corner of 3rd Ave and Coolidge St**

We the undersigned are RESIDENTS of property within the Pierson Place and Yaple Park historic neighborhoods. We stand AGAINST the rezoning effort by the developers to increase the number of units, increase height, decrease of ample parking and decrease ingress(easement). This type of zoning belongs on a major road like Camelback or Central Ave not in the heart of a historic neighborhood. The neighborhood, Pierson Place, is closed to the south by the canal, has limited access to the east and north by the light rail and has suicide lanes to the west during peak times of day. We ask the zoning remain at the historic R3/R5.

Date	Signature	Print Name	Address	APN
2/21/21		Nicholas Banks	304 W Campbell Ave	155-34-111A
2/27/21		ROBERT BENAVIDEZ	305 W CAMPBELL AVE	155-33-074
2/28/21		Joseph Prevost	306 Minnezona Ave	155-34-107
2/28/21		Zosha Meadows	306 Roma Ave	155-33-075
2/28/21		ARMANDO DUARTE	509 W. MINNEZONA	155-34-136
2/28/2021		VIRGINIA DUARTE	509 W. MINNEZONA AVE	155-34-136

Petition AGAINST rezoning from R3/R5 to WU
REZONING APPLICATION # **Z-56-20-4**

Request: **R3/R5 - WU**
Location: **SE Corner of 3rd Ave and Coolidge St**

We the undersigned are OWNERS of property within the Pierson Place and the Carnation Association neighborhoods. We stand AGAINST the rezoning effort by the developers to increase the number of units, increase height, decrease of ample parking and decrease ingress(easement). This type of zoning belongs on a major road like Camelback or Central Ave not in the heart of a historic neighborhood. The neighborhood, Pierson Place, is closed to the south by the canal, has limited access to the east and north by the light rail and has suicide lanes to the west during peak times of day. We ask the zoning remain at the historic R3/R5.

We will fill in parcel #'s

Date	Signature	Print Name	Address	APN
2/25/21	Brian Wnek	Brian Wnek	328W Campbell	155-34-121
2/27/21		KAREN MONROE	303 W. HAZELWOOD	155-34-086
2/27/21	Malena Gross	malena gross	206 W. Turney	155-30-030
2/27		Jeff Lajeski	4508 N Valeria Pl	155-29-002
2/28	Heather Marek	Heather Marek	4501 N. Valerie Pl	155-29-009
2/28		MATTHEW TRZEBIATOWSKI	4501 N. Valerie Place	155-29-009

Petition AGAINST rezoning from R3/R5 to WU
REZONING APPLICATION # **Z-56-20-4**

Request: **R3/R5 - WU**
Location: **SE Corner of 3rd Ave and Coolidge St**

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Date	Signature	Print Name	Address	APN
2-26	Megan Simoes	Megan Simoes	535 W Hazelwood St	155-34-097
2-28	Sean Martin	Sean Martin	515 W Hazelwood St	155-34-096
2-28	[illegible]	Denise Admire	330 W Hazelwood St.	155-34-057A
2-28	[illegible]	Deborah J Hanrahan Admire	330 W. Hazelwood St.	155-34-057A
2-29	Charles Apodaca	Charles E. Apodaca	126 W. Highland Ave	155-28-044
2/28	Krista Hanson	Krista Hanson	305 W. Highland Ave	155-34-005
2/28/01	Amy Dy	Amy Dy	169 W. Highlands	155-29-076

Petition AGAINST rezoning from R3/R5 to WU REZONING APPLICATION # **Z-56-20-4**

Request: **R3/R5 - WU**
Location: **SE Corner of 3rd Ave and Coolidge St**

We the undersigned are OWNERS of property within the Carnation historic neighborhoods. We stand with Pierson Place AGAINST the rezoning effort by the developers to increase the number of units, increase height, decrease of ample parking and decrease ingress(easement). This type of zoning belongs on a major road like Camelback or Central Ave not in the heart of a historic neighborhood. The neighborhood, Pierson Place, is closed to the south by the canal, has limited access to the east and north by the light rail and has suicide lanes to the west during peak times of day. Their increased traffic and parking will encroach into our neighborhood. We ask the zoning remain at the historic R3/R5.

Date	Signature	Print Name	Address	APN
2/28/21	[signature]	AIMEE POSIVAK	017 W CAMPBELL AVE	155-30-017A
2/28/21	[signature]	FELIPE CARRAZA	213 W CAMPBELL AVE	155-30-013
2/28/21	[signature]	LISA DUFFIELD	211 W CAMPBELL AVE	155-30-014
2/28/21	[signature]	Jenn Newhouse ↳ Resident w/ consent of owner who is on EC.	320 W. Roma Ave.	155-33-082

Petition AGAINST rezoning from R3/R5 to WU REZONING APPLICATION # **Z-56-20-4**

Request: **R3/R5 - WU**
Location: **SE Corner of 3rd Ave and Coolidge St**

We the undersigned are OWNERS of property within the Pierson Place and Carnation historic neighborhoods. We stand with Pierson Place AGAINST the rezoning effort by the developers to increase the number of units, increase height, decrease of ample parking and decrease ingress(easement). This type of zoning belongs on a major road like Camelback or Central Ave not in the heart of a historic neighborhood. The neighborhood, Pierson Place, is closed to the south by the canal, has limited access to the east and north by the light rail and has suicide lanes to the west during peak times of day. Their increased traffic and parking will encroach into our neighborhood. We ask the zoning remain at the historic R3/R5.

Date	Signature	Print Name	Address	APN
14Mar2021	[signature]	Dawn Hemmerle	536 W Turney Ave	
03/16/2021		Judith Thom	534 W Turney Ave	

Petition AGAINST rezoning from R3/R5 to WU
REZONING APPLICATION # **Z-56-20-4**

Request: **R3/R5 - WU**
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Date	Signature	Print Name	Address	APN
3/8/21	[illegible]	Vance Lee	528 W Roma Ave	
3/8/21	[illegible]	Cynthia Lee	528 W Roma Ave	
3/8/21	[illegible]	Brianna Klink	526 W Roma Ave	
3/8/21	[illegible]	K.T. Hanson	613 W Roma Ave	
3/9/21	[illegible]	Monica [illegible]	310 W. Maripos St	
3/9/21	[illegible]	Philip Parkey	310 W. Maripos St	
3/9/21	[illegible]	DAVID WALKER	312 W. Maripos Street	
3/9/	Latisha Smidt	Latisha Smidt	301 W. Maripos St	
3/9	[illegible]	"	302 W Pierson	
3/9	[illegible]	Brooke Sanders	410 W. Coolidge	
3/9	[illegible]	GARTH [illegible]	305 W PIERSON ST	
3/9	[illegible]	LaRoy Loe	118 W Pierson St	
3/9	[illegible]	Nicole Eagan	125 W Pierson St	
3/9	[illegible]	Noe Zambrano	125 W Pierson St	

Dillon Hall
324 West Minnezona Avenue
Phoenix, Arizona 85013
March 29, 2021

Phoenix City Council
c/o
Racelle Escolar, Planner III
PDD, Planning Division
(602) 534-2864

Re: Analysis of WU Code as it related to the Council's consideration of Z-56-20-4

Dear Councilperson Pastor,

This letter is submitted to clarify and expound upon the analysis previously submitted by Ron Szmatowicz, the appellant in Case Z-56-20-4, and to provide additional authorities that are relevant to Trinsic Residential Group's ("Trinsic's") application to rezone approximately 3 acres at the southeast corner of N. 3rd Ave. and W. Coolidge St. ("subject site") from multifamily R-3 and R-5 to Walkable Urban Code ("WU Code") Transect 5:5. The application must be denied because (1) The subject property is not located within the area circumscribed by City's current Transportation Overlay District ("TOD") or Master Plan/Walkable Urban Code ("Master Plan") and (2) Even if the site were located in the TOD or an area that is subject to the WU Code, the proposed development's scale and density are not consistent with the surrounding 1- and 2-story historic structures and setbacks of surrounding properties.

1. The City should deny Trinsic's application under the WU Code because the subject site was excluded from the City's most recent iterations of the TOD and Master Plan.

When the City constructed the light rail, it designated the area on either side of the light rail route as the TOD, which was intended for higher density development to promote ridership on the light rail. In 2015, Chapter 13 was added to the City Code to create a Walkable Urban Code "to implement the vision and policies of the [TOD] Policy Plans" for certain neighborhoods,

including Uptown, where the subject site is located, and to "encourage an appropriate mixture and density of activity around transit stations . . . ." Code Section 1301(B). A map appended to the 2015 version of Chapter 13 showed the TOD extending from N. 3rd Ave. to N. 3rd St. along N. Central Ave. in the Uptown Transect District, between Indian School and Camelback Rds. The map also included the disclaimer: "The City Clerk's Office has the official version of the Phoenix Zoning Ordinance. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above."

The Staff Report for Z-56-20-4 stated that Trinsic's plan would serve the goals of the TOD and WU Code. *See* Staff Report at 7-8, Background Items Nos. 5 and 6. Since 2015, however, the City has refined the crude map appended to Chapter 13 to exclude certain sites, including the subject site, from the TOD. *See* Exhibit 1 (Interim Transit-Oriented Zoning Overlay District One (TOD-1)). Similarly, the City's current Master Plan excludes the subject site from the Master Plan. *See* Exhibits 2, 3, 4 (Master Plan, Uptown-TOD Policy Plan and Walkable Urban Code fo the Uptown District).

Developers should not be allowed unilaterally to set the course of the City's development against the City's plan to preserve certain areas for other uses, to the detriment of well-established residential neighborhoods. Because the subject site is not included in the current TOD or Walkable Urban Code area, the City should deny Trinsic's application to rezone the site to WU Code T5:5.

2. The City should deny Trinsic's application because the proposed development's scale and density are not consistent with the surrounding 1- and 2-story historic structures and setbacks of surrounding properties.

Trinsic plans to construct a 4-story + mezzanine, 218-unit luxury apartment complex with only a 10' setback from N. 3rd Ave. and W. Coolidge, which are small local streets. The WU Code provides for a "[m]inimum ten-foot landscape setback . . . ." Section 1303(A)(2)(a).

The Staff Report for Z-56-20-4 describes the neighborhoods surrounding the proposed development, in relevant part as follows:

> *East:* Immediately east of the subject site is a multifamily complex which is zoned R-5 (Multifamily Residence District). . . . [T]he existing buildings do not exceed ***three stories in height***.
>
> *West:* West of the subject site across 3rd Avenue are ***residential structures of a single-story and single-family detached characte***r. . . .
>
> *North:* North of the subject site across Coolidge Street are ***various residential structures ranging from a single-family detached character to small apartment complex, with neither type exceeding two stories***. . . .
>
> *South (the Grand Canal):* South of the subject site is the Grand Canal . . . .

Staff Report at 6 (emphasis added). The Report notes that the subject site is located "within one-quarter mile from two light rail stations," not adjacent to the light rail corridor. *See id.* at 8.

The WU Code's transect districts "vary by the level and intensity of their physical and social character, providing immersive contexts from less intense to more intense urban development." Section 1302(A). The T5:5 Transect district, which designation Trinsic seeks for the parcel, as "[a] ***medium-high intensity mixed-use fabric characterized by a broad mix of buildings that integrate retail, offices, live-work and residential units adjacent to the Light Rail Corridor, averaging 56 to 100 feet in height***." Section 1302(A)(4) (emphasis added). According to the Staff Report, the subject site is surrounded on two sides by predominantly one-story single-family dwellings, a small two-story apartment complex, and, to the east, a three-story apartment complex, averaging, at most, 15 to 35 feet in height. The light rail corridor is at least three blocks away. The subject site does not meet Code requirements for WU Code T5:5.

Chapter 13 does recognize the T3-2 Transect District as "[l]ow-intensity residential fabric characterized primarily by single-family homes and duplexes in relatively large lots with deep setbacks." Section 1302(A)(1). Although this

characterization may fit the neighborhood surrounding the subject site, Trinsic has not requested this zoning classification. Moreover, as noted above, Trinsic's proposed Aura Uptown project has only 10' setbacks from the local streets on which it is located. The 3-story apartment complex on the east has at least 30' setbacks; the setbacks for the single-family detached structures and small apartment complexes surrounding the proposed development have at least 25' to 40' setbacks. Although Chapter 13 provides that "[f]rontage setbacks maybe expanded . . . by 20 percent in order to match adjacent frontage setbacks," Section 1304(B)(1), that would only bring the proposed development's setbacks to 12'. The proposed development would stick out like a sore thumb from adjacent properties.

Conclusion

We do not oppose development in areas that that been designated as the TOD or Walkable Urban Code along the arterial streets on the edges of the Pierson Place and Carnation residential neighborhoods.[1] But Trinsic application in Z-56-20-4 must be denied because (1) The subject property is not located within the area circumscribed by City's current TOD or Master Plan and (2) Even if the site were located in the TOD or an area located in an area that is subject to the WU Code, the proposed development is not consistent with the surrounding 1- and 2-story historic structures and setbacks of surrounding properties.

Respectfully,

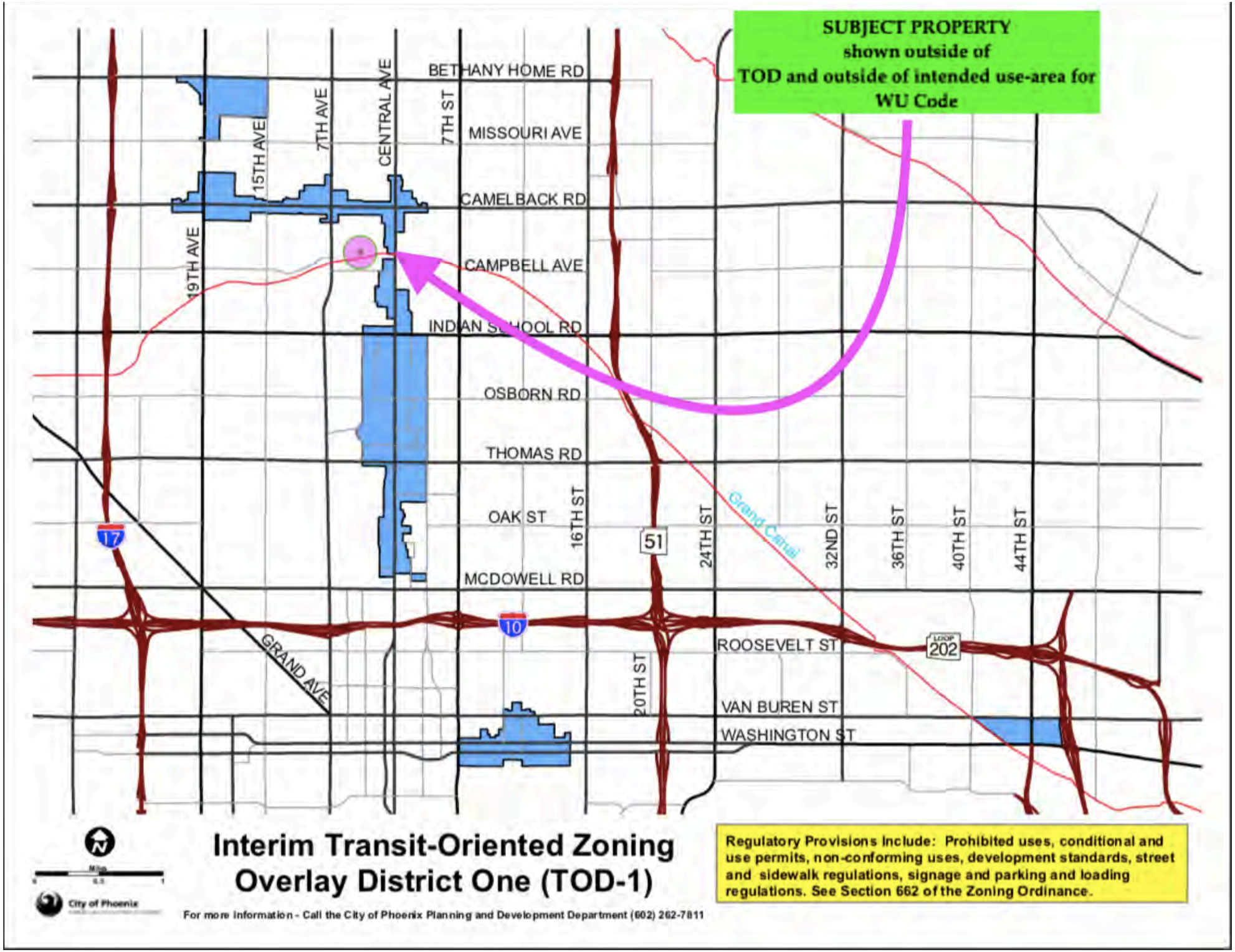


Dillon Hall

Ron Szmatowicz

[1] *See* project at southeast corner of N. 3rd Ave. and W. Indian School Rd. (height & number of towers); other projects?

EXHIBIT I



Interim Transit-Oriented Zoning Overlay District One (TOD-1)

For more information - Call the City of Phoenix Planning and Development Department (602) 262-7811

Regulatory Provisions Include: Prohibited uses, conditional and use permits, non-conforming uses, development standards, street and sidewalk regulations, signage and parking and loading regulations. See Section 662 of the Zoning Ordinance.

EXHIBIT
II

MASTER PLAN | WALKABLE URBAN CODE

The Walkable Urban Code plan guides rezoning to the new WU Code. The plan identifies the rezoning locations and intensity level Transect sub-districts that are consistent with the Vision and Master Plan.

The plan serves as policy guidance and is not regulatory. Additional outreach and research on underlying entitlements and appropriateness of specific properties will be conducted during the rezoning process.

Framework

The Transit Oriented Development Strategic Policy Framework document identifies the Placetype for certain light-rail stops within the District.

Like the Conceptual Master Plan, the Placetype models inform the proper scale and character of the Districts, which is then encoded in the Regulating Plan.

INDIAN SCHOOL ROAD & CENTRAL AVENUE

	Major Urban Center	• Entertainment Destination • Retail Destination • Mid Rise Living • Office Employment	• Mid Rise • Apartment • Town house • Row house	• Mid-Rise Office & Hotel • Under 40,000 sq. ft. single tenant retail footprint Incentive: 60,000 sq. ft.	• Regional Destination • High Regional Accessibility	• Medium-High Intensity • 4-8 Stories • Incentive: 15 Stories

CAMPBELL AVENUE & CENTRAL AVENUE

	Minor Urban Center	• Balanced Commercial & Residential • Retail Destination • Entertainment Destination • Some Employment	• Mid Rise • Apartment • Town house • Row house • Live/Work	• Low-Rise Office • Under 40,000 sq. ft. single tenant retail footprint Incentive: 60,000 sq. ft.	• Sub-Regional Destination • Medium Regional Accessibility	• Medium-Low Intensity • 2-5 Stories • Incentive: 7 Stories

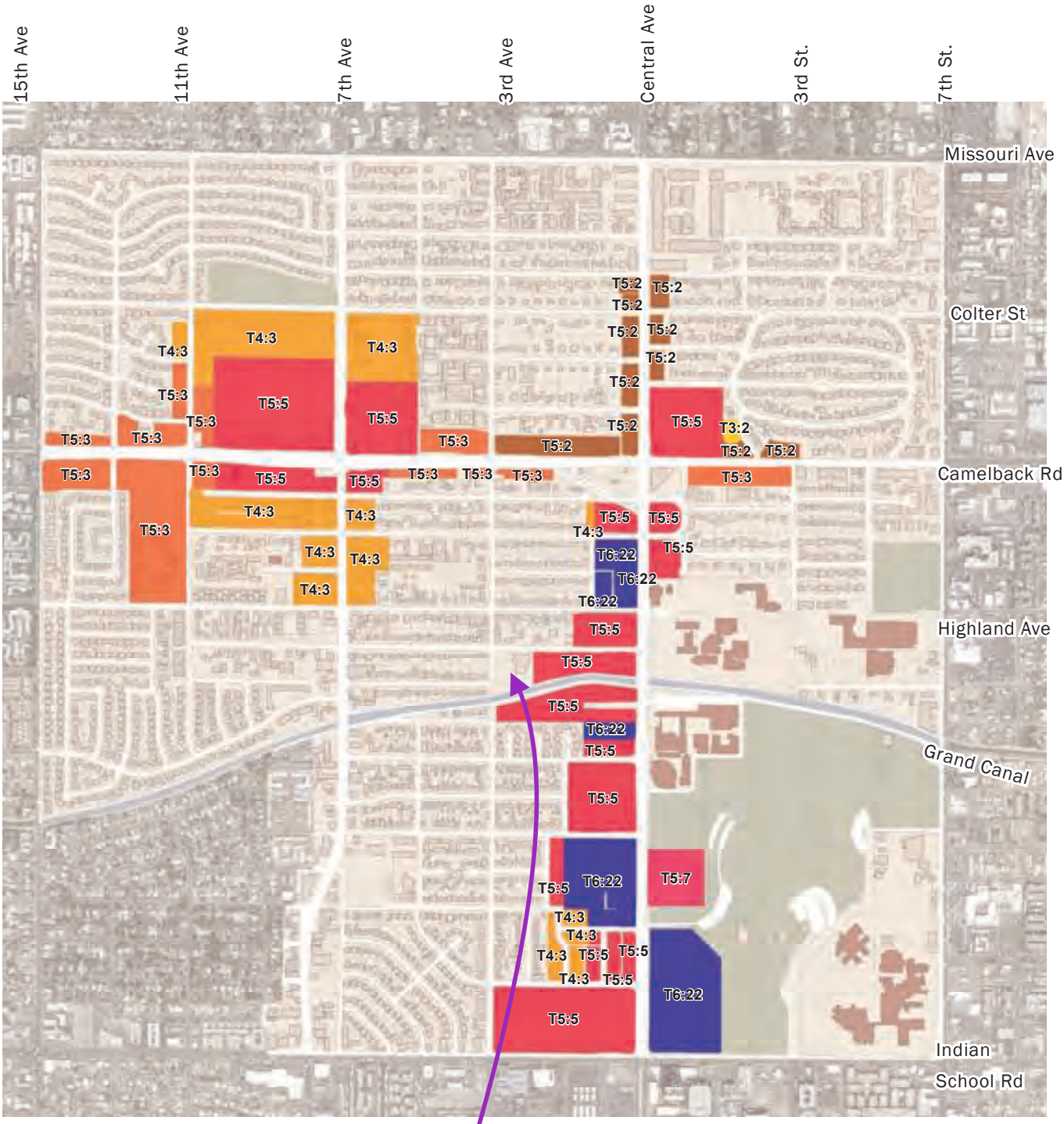
CENTRAL AVENUE & CAMELBACK ROAD

	Historic Neighborhood Center	• Primarily Residential • Neighborhood serving retail • Limited employment	• Apartment • Town/Row Home • Live/Work • 2 or 3 unit • Single Unit	• Low-Rise office • Under 20,000 sq. ft. single tenant retail footprint	• Neighborhood Destination • Less Regional Accessibility	• Low Intensity • 2-4 Stories • Incentive: 5 Stories

7TH AVENUE & CAMELBACK ROAD

	Medium Urban Center	• Balanced Commercial & Residential • Retail Destination • Entertainment Destination • Some Employment	• Mid Rise • Apartment • Town house • Row house • Live/Work	• Low-Rise Office • Under 40,000 sq. ft. single tenant retail footprint Incentive: 80,000 sq. ft.	• Sub-Regional Destination • Medium Regional Accessibility	• Medium Intensity • 3-6 Stories • Incentive: 10 Stories

EXHIBIT III



ReinventPHX Conceptual Zoning Plan

From:	DIANE L MIHALSKY
To:	Mayor Gallego; Council District 1 PCC; Council District 2 PCC; Council District 3 PCC; Council District 4; Council District 5 PCC; Council District 6 PCC; Council District 7 PCC; Council District 8 PCC; Nick Klimek
Subject:	Z-56-20-4 (scheduled for 4/7 at 2:30 p.m., item 114)
Date:	Monday, April 5, 2021 10:16:08 AM

My name is Diane Mihalsky. I have lived at 304 W. Campbell Ave., across the canal from Trinsic's proposed development, since 1986. This is the first time I have ever formally opposed a proposed development.

I oppose Trinsic's request for Walkable Urban ("WU") Code T5:5 zoning because the proposed 56' high project (4 stories + a mezzanine) with 10' setbacks is too tall and has insufficient setbacks to fit in with the mostly single-story homes with large, lush irrigated lots on two sides of the proposed development under the City's own WU Code. The development will line Trinsic's pockets while undermining the long-term efforts and investment of homeowners adjacent to and near the property. The WU Code recognizes the value that established, vibrant small scale neighborhoods bring to the City. Trinsic will sell its property and move on, while those of us who are most invested in the neighborhood will be stuck with the detritus of the City's zoning mistake. Potential residents are not looking to purchase or move into properties across the street from such an imposing and glaringly inappropriate structure.

Because the proposed project does not comply with the WU Code, I do not understand why staff approved Trinsic's application. On January 26, 2021, the Alhambra Village Planning Committee ("VPC") also approved Trinsic's request for rezoning in a 15-1-0 vote. On March 12, 2021, I filed an ethics complaint against Charley Jones, a member of the Alhambra VPC, because he voted to grant Trinsic's application, even though he owned and was attempting to sell for a substantial profit three small commercial properties up the street. These properties' value has been increased by the Alhambra VPC's and Planning Commission's preliminary grant of Trinsic's rezoning application. As of this date, my ethics complaint is still pending. I have been told that the City Council will consider the ethics complaint a week after it determines the merits of Trinsic's application.

I am confounded by the City's scheduling of consideration of the ethics complaint after the rezoning application. Charley Jones' conflict of interest taints the entire proceeding. If the City Council determines to grant Trinsic's rezoning application, despite Trinsic's failure to comply with the WU Code and Charley Jones' involvement in the City's adjudication of Trinsic's application, the Council will perform a grave disservice to the homeowners who have done their best to make Uptown a desirable place to live. We support the City's desire to bring 170,000 new residents within a 30-minute drive of the light rail. But there are more appropriate ways to increase housing along the light rail that complies with the WU Code, respects current residents, and reflects the area's historic status. Not only have local homeowners accepted many other larger developments in the area, but if the City allowed them to build accessory mother-in-law suites or guesthouses on their properties, owners who are committed to the area would build many more rental units than the 218 units that Trinsic proposes to build.

Thank you for considering this email.

Petition AGAINST rezoning from R3/R5 to WU
REZONING APPLICATION # **Z-56-20-4**

Request: **R3/R5 - WU**
Location: **SE Corner of 3rd Ave and Coolidge St**

We the undersigned are OWNERS of property within the Pierson Place and Yaple Park historic neighborhoods. We stand AGAINST the rezoning effort by the developers to increase the number of units, increase height, decrease of ample parking and decrease ingress(easement). This type of zoning belongs on a major road like Camelback or Central Ave not in the heart of a historic neighborhood. The neighborhood, Pierson Place, is closed to the south by the canal, has limited access to the east and north by the light rail and has suicide lanes to the west during peak times of day. We ask the zoning remain at the historic R3/R5.

Date	Signature	Print Name	Address	APN
4/4/21	[signature]	Anne Skanadore	318 W. Roma Ave	
4/4/21	[signature]	William Skanadore	318 W. Roma Ave	
4/5/21	[signature]	REBECCA THOMAS	334 W. Roma Ave	
4/5/21	[signature]	Susan Contreras	326 W. Roma Ave	

EXHIBIT Q

Unofficial Document

RECORDING REQUESTED BY:
Canyon Title Agency of Arizona, LLC

WHEN RECORDED MAIL TO:
Forty600 LP, an Arizona limited partnership
P.O. Box 97743
Phoenix, AZ 85060

Escrow No. AZ300045 / LR

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I or we,
Michael Jackson and Karen Jackson, husband and wifeMichael Jackson and Karen Jackson, husband and wife as community property with right of survivorship, as grantors, do hereby convey to **Forty600 LP, an Arizona limited partnership**, as grantees,
the following real property situated in the County of Maricopa, State of Arizona:

See Exhibit "A" attached hereto and made a part hereofParcel 1:

The East 115 feet of Lot 2, and the North 45 feet of the East 115 feet of Lot 1, SUBURBAN ACRES, according to Book 13 of Maps, page 22, records of Maricopa, Arizona.

EXCEPTING therefrom that portion of said land lying within the land conveyed to the City of Phoenix, a municipal corporation in Warranty deed recorded November 21, 2005 as 2005-1763453 of Official Records, Maricopa County, Arizona, and more particularly described as follows:

A part of Lot 1, SUBURBAN ACRES SUBDIVISION, recorded in Book 13 of Maps, page 22, located in the Northwest quarter (NW%) Section 20, Township 2 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the intersection of Central Avenue and Minnezona Avenue;
Thence, North 00 degrees 15 minutes 05 seconds East, along the centerline of Central Avenue, a distance of 327.16 feet;
Thence, South 89 degrees 57 minutes 53 seconds West, a distance of 54.00 feet to THE POINT OF BEGINNING.
Thence, continuing South 89 degrees 57 minutes 53 seconds West, a distance of 3.73 feet;
Thence, North 00 degrees 15 minutes, 38 seconds East, a distance of 141.45 feet;
Thence, South 89 degrees 59 minutes 38 seconds West, a distance of 14.08 feet;
Thence, North 00 degrees 07 minutes 32 seconds West, a distance of 8.54 feet;
Thence, North 89 degrees 57 minutes 53 seconds East, a distance of 17.85 feet;
Thence, South 00 degrees 15 minutes 05 seconds West, a distance of 150.00 to the POINT OF BEGINNING.

Parcel 2:

That certain strip of land lying East of the East line of Lots 1 and 2, SUBURBAN ACRES, according to Book 13 of Maps, page 22, records of Maricopa County, Arizona, and West of the West line of Central Avenue, said strip being more particularly described as follows:

BEGINNING at a point on the East line of said Lot 1, which point is 45 feet South of the Southeast corner of said Lot 2;
Thence running North along the East line of Lots 1 and 2 to the Northeast corner of said Lot 2;
Thence East to a point on the West line of Central Avenue;
Thence South along the West line of Central Avenue to a point East of the POINT OF BEGINNING;
Thence West to the POINT OF BEGINNING;

EXCEPTING THEREFROM that portion of said land lying within the land conveyed to the City of Phoenix, a municipal corporation in Warranty Deed recorded November 21, 2005 as 2005-1763453 of Official Records, Maricopa County, Arizona, and more particularly described as follows:

A part of Lot 1, SUBURBAN ACRES SUBDIVISION, recorded in Book 13 of Maps, page 22, located in the Northwest quarter (NW!4) Section 20, Township 2 north, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the intersection of C Unofficial Document**enue and Minnezona Avenue;**
Thence, North 00 degrees 15 minutes 05 seconds East, along the centerline of Central Avenue, a distance of 327.16 feet;
Thence, South 89 degrees 57 minutes 53 seconds West, a distance of 54.00 feet to THE POINT OF BEGINNING.
Thence, continuing South 89 degrees 57 minutes 53 seconds West, a distance of 3.73 feet;
Thence, North 00 degrees 15 minutes, 38 seconds East, a distance of 141.45 feet;
Thence, South 89 degrees 59 minutes 38 seconds West, a distance of 14.08 feet;
Thence, North 00 degrees 07 minutes 32 seconds West, a distance of 8.54 feet;
Thence, North 89 degrees 57 minutes 53 seconds East, a distance of 17.85 feet;
Thence, South 00 degrees 15 minutes 05 seconds West, a distance of 150.00 to the POINT OF
BEGINNING;

EXCEPTING therefrom that portion of said land lying within the land conveyed to the City of Phoenix, a municipal corporation in Warranty Deed recorded July 21, 2006 as 2006-977907 of Official Records, Maricopa County, Arizona, and more particularly described as follows:

A portion of Parcel 2 as recorded in Document No. 1996-119580 and located in the Northwest quarter (NW/4) of Section 20, Township 2 North, Range 3 East of the Gila and Salt River Base Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the intersection of Central Avenue and Minnezona Avenue;
Thence, North 00 degrees 15 minutes 05 seconds East, along the centerline of Central

Avenue, a
distance of 327.16 feet;
Thence, South 89 degrees 57 minutes 53 seconds West, a distance of 50.00 feet to the POINT OF
BEGINNING;
Thence, continuing South 89 degrees 57 minutes 53 seconds West, a distance of 4.00 feet;
Thence, North 00 degrees 15 minutes 05 seconds East, a distance of 150.00 feet;
Thence, North 89 degrees 57 minutes 53 seconds East, a distance of 4.00 feet;
Thence, South 00 degrees 15 minutes 05 seconds West, a distance of 150.00 feet to the POINT
OF BEGINNING.
Property Address: 4620 North Central Avenue, Phoenix, AZ 85012

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record. And the Grantor hereby binds itself and its successors to warrant and defend the title against all acts of the Grantor herein and no other, subject to the matters set forth.

Acceptance attached hereto and made a part herewith.

Grantor(s):

Michael Jackson

Karen Jackson

Unofficial Document

State of ARIZONA

SS:

County of MARICOPA

On **October** 12 **, 2021**, before me the undersigned Notary Public, personally appeared **Michael Jackson and Karen Jackson,** known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: 9/15/2023.

Kristen Hatch
Notary Public
Maricopa County, Arizona
My Comm. Expires 09-15-23
Commission No. 570030

EXHIBIT R

Unofficial Document

20

16

cr

AFFIDAVIT OF PROPERTY VALUE

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)
   Primary Parcel: 155-29-027A
   BOOK MAP PARCEL SPLIT
   Does this sale include any parcels that are being split / divided?
   Check one: Yes ☐ No ☑
   How many parcels, other than the Primary Parcel, are included in this sale? NONE
   Please list the additional parcels below (attach list if necessary):
   (1) _____ (3) _____
   (2) _____ (4) _____

2. SELLER'S NAME AND ADDRESS
   Michael Jackson and Karen Jackson
   16049 N Greenway-Hayden Loop
   Scottsdale, AZ 85260

3. (a) BUYER'S NAME AND ADDRESS:
   Forty600 LP, an Arizona limited partnership
   P.O. Box 97743
   Phoenix, AZ 85060
   (b) Are the Buyer and Seller related? Yes ☐ No ☑
   If Yes, state relationship:

4. ADDRESS OF PROPERTY:
   4620 North Central Avenue Phoenix, AZ 85012

5. (a) MAIL TAX BILL TO: (Taxes due even if no bill received)
   Forty600 LP, an Arizona limited partnership
   P.O. Box 97743
   Phoenix, AZ 85060
   (b) Next tax payment due: 10/01/2021

6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box
   a. ☐ Vacant Land
   b. ☐ Single Family Residence
   c. ☐ Condo or Townhouse
   d. ☐ 2-4 Plex
   e. ☐ Apartment Building
   f. ☑ Commercial or Industrial Use
   g. ☐ Agricultural
   h. ☐ Mobile or Manufactured Home ☐ Affixed ☐ Not Affixed
   i. ☐ Other Use; Specify:

7. RESIDENTIAL BUYER'S USE: If you checked **b**, **c**, **d** or **h** in Item 6 Above, please check one of the following:
   a. ☐ To be used as a primary residence.
   b. ☐ To be rented to someone other than a "**qualified family member.**"
   c. ☐ To be used as a non-primary or secondary residence.
   See reverse side for definition of a "primary residence, secondary residence" and "family member."

8. If you checked **e** or **f** in Item 6 above, indicate the number of units: _
   For Apartments, Motels / Hotels, Mobile Home / RV Parks, etc.

9. TYPE OF DEED OR INSTRUMENT (Check Only One Box):
   a. ☐ Warranty Deed
   b. ☑ Special Warranty Deed
   c. ☐ Joint Tenancy Deed
   d. ☐ Contract or Agreement
   e. ☐ Quit Claim Deed
   f. ☐ Other:

10. **SALE PRICE:** **$1,665,000.00**

11. DATE OF SALE (Numeric Digits): 10 / 2021 (Month / Year)

12. DOWN PAYMENT $ 1,665,000.00

13. METHOD OF FINANCING:
   a. ☑ Cash (100% of Sale Price)
   b. ☐ Barter or trade
   c. ☐ Assumption of existing loan(s)
   d. ☐ Seller loan (Carryback)
   e. ☐ New loan(s) from financial institution: (1) ☐ Conventional (2) ☐ VA (3) ☐ FHA
   f. ☐ Other financing; Specify:

14. PERSONAL PROPERTY (see reverse side for definition):
   (a) Did the Sale Price in item 10 include Personal Property that impacted the Sale Price by 5 percent or more? Yes ☐ No ☑
   (b) If Yes, provide the dollar amount of the Personal Property:
   $ _____ 00 AND
   briefly describe the Personal Property: _____

15. PARTIAL INTEREST: If only a partial ownership interest is being sold, briefly describe the partial interest: NONE

16. SOLAR / ENERGY EFFICIENT COMPONENTS:
   (a) Did the Sale Price in Item 10 include solar energy devices, energy efficient building components, renewable energy equipment or combined heat and power systems that impacted the Sale Price by 5 percent or more? Yes ☐ No ☑
   If Yes, briefly describe the solar / energy efficient components:

17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone Number):
   Canyon Title Agency of Arizona, LLC
   8655 E Via de Ventura, Suite E-150
   Scottsdale, AZ 85258

18. LEGAL DESCRIPTION (attach copy if necessary):
   See Exhibit "A" attached hereto and made a part hereof.

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY.

Signature of Seller / Agent

State of ARIZONA, County of MARICOPA.

Subscribed and sworn to before me on this 12 day Of OCT, 2021

Notary Public _____

Notary Expiration Date 09/15/2023

Signed in Counterpart

Signature of Buyer / Agent

State of ARIZONA, County of MARICOPA.

Subscribed and sworn to before me on this ___ day of OCT, 2021

Notary Public _____

Notary Expiration Date _____

Kristen Hatch
Notary Public
Maricopa County, Arizona
My Comm. Expires 09-15-23
Commission No. 570030

20211104017

AFFIDAVIT OF PROPERTY VALUE

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)
   Primary Parcel: 155-29-027A
   BOOK MAP PARCEL SPLIT
   Does this sale include any parcels that are being split / divided?
   Check one: Yes ☐ No ☑
   How many parcels, other than the Primary Parcel, are included in this sale? NONE
   Please list the additional parcels below (attach list if necessary):
   (1) _____ (3) _____
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   Michael Jackson and Karen Jackson
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   (b) Are the Buyer and Seller related? Yes ☐ No ☑
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Unofficial Document

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   b. ☐ Single Family Residence
   c. ☐ Condo or Townhouse
   d. ☐ 2-4 Plex
   e. ☐ Apartment Building
   f. ☑ Commercial or Industrial
   g. ☐ Agricultural
   h. ☐ Mobile or Manufactured Home ☐ Affixed ☐ Not Affixed
   i. ☐ Other Use; Specify: _____

7. RESIDENTIAL BUYER'S USE: If you checked **b**, **c**, **d** or **h** in Item 6 Above, please check one of the following:
   a. ☐ To be used as a primary residence.
   b. ☐ To be rented to someone other than a "**qualified family member.**"
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   See reverse side for definition of a "primary residence, secondary residence" and "family member."

8. If you checked **e** or **f** in Item 6 above, indicate the number of units: _
   For Apartments, Motels / Hotels, Mobile Home / RV Parks, etc.

FOR RECORDER'S USE ONLY

9. TYPE OF DEED OR INSTRUMENT (Check Only One Box):
   a. ☐ Warranty Deed
   b. ☑ Special Warranty Deed
   c. ☐ Joint Tenancy Deed
   d. ☐ Contract or Agreement
   e. ☐ Quit Claim Deed
   f. ☐ Other:

10. **SALE PRICE:** **$1,665,000.00**

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   a. ☑ Cash (100% of Sale Price)
   b. ☐ Barter or trade
   c. ☐ Assumption of existing loan(s)
   d. ☐ Seller loan (Carryback)
   e. ☐ New loan(s) from financial institution:
      (1) ☐ Conventional
      (2) ☐ VA
      (3) ☐ FHA
   f. ☐ Other financing; Specify: _____

14. PERSONAL PROPERTY (see reverse side for definition):
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   (b) If Yes, provide the dollar amount of the Personal Property:
   $ _____ 00 AND
   briefly describe the Personal Property: _____

15. PARTIAL INTEREST: If only a partial ownership interest is being sold, briefly describe the partial interest: NONE

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   (a) Did the Sale Price in Item 10 include solar energy devices, energy efficient building components, renewable energy equipment or combined heat and power systems that impacted the Sale Price by 5 percent or more? Yes ☐ No ☑
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17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone Number):
   Canyon Title Agency of Arizona, LLC
   8655 E Via de Ventura, Suite E-150
   Scottsdale, AZ 85258

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   See Exhibit "A" attached hereto and made a part hereof.

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Signed in Counterpart
Signature of Seller / Agent

Signature of Buyer / Agent

State of ARIZONA, County of MARICOPA.

Subscribed and sworn to before me on this _____ day Of OCT, 2021

Notary Public _____

Notary Expiration Date _____

State of ARIZONA, County of MARICOPA.

Subscribed and sworn to before me on this 12 day of OCT, 2021

Notary Public Lisa M Rosito

Notary Expiration Date 7/23/25

OFFICIAL SEAL
LISA M. ROSITO
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Commission Expires July 23, 2025

EXHIBIT A

Parcel 1:

The East 115 feet of Lot 2, and the North 45 feet of the East 115 feet of Lot 1, SUBURBAN ACRES, according to Book 13 of Maps, page 22, records of Maricopa, Arizona.

EXCEPTING therefrom that portion of said land lying within the land conveyed to the City of Phoenix, a municipal corporation in Warranty deed recorded November 21, 2005 as 2005-1763453 of Official Records, Maricopa County, Arizona, and more particularly described

as follows:

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Unofficial Document

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distance of 327.16 feet;

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Thence, continuing South 89 degrees 57 minutes 53 seconds West, a distance of 3.73 feet;

Thence, North 00 degrees 15 minutes, 38 seconds East, a distance of 141.45 feet;

Thence, South 89 degrees 59 minutes 38 seconds West, a distance of 14.08 feet;

Thence, North 00 degrees 07 minutes 32 seconds West, a distance of 8.54 feet;

Thence, North 89 degrees 57 minutes 53 seconds East, a distance of 17.85 feet;

Thence, South 00 degrees 15 minutes 05 seconds West, a distance of 150.00 to the POINT OF

BEGINNING.

Parcel 2:

That certain strip of land lying East of the East line of Lots 1 and 2, SUBURBAN ACRES, according to Book 13 of Maps, page 22, records of Maricopa County, Arizona, and West of the West line of Central Avenue, said strip being more particularly described as follows:

BEGINNING at a point on the East line of said Lot 1, which point is 45 feet South of the

Southeast corner of said Lot 2;

Thence running North along the East line of Lots 1 and 2 to the Northeast corner of said Lot 2;

Thence East to a point on the West line of Central Avenue;

Thence South along the West line of Central Avenue to a point East of the POINT OF

BEGINNING;

Thence West to the POINT OF BEGINNING;

EXCEPTING THEREFROM that portion of said land lying within the land conveyed to the City of Phoenix, a municipal corporation in Warranty Deed recorded November 21, 2005 as 2005-1763453 of Official Records, Maricopa County, Arizona, and more particularly described as follows:

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A part of Lot 1, SUBURBAN ACRES SUBDIVISION, recorded in Book 13 of Maps, page 22, located in the Northwest quarter (NW¼) Section 20, Township 2 north, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the intersection of Central Avenue and Minnezona Avenue;

Thence, North 00 degrees 15 minutes 05 seconds East, along the centerline of Central Avenue, a distance of 327.16 feet;

Thence, South 89 degrees 57 minutes 53 seconds West, a distance of 54.00 feet to THE POINT OF BEGINNING.

Thence, continuing South 89 degrees 57 minutes 53 seconds West, a distance of 3.73 feet;

Thence, North 00 degrees 15 minutes, 38 seconds East, a distance of 141.45 feet;

Thence, South 89 degrees 59 minutes 38 seconds West, a distance of 14.08 feet;

Thence, North 00 degrees 07 minutes 32 seconds West, a distance of 8.54 feet;

Thence, North 89 degrees 57 minutes 53 seconds East, a distance of 17.85 feet;

Thence, South 00 degrees 15 minutes 05 seconds West, a distance of 150.00 to the POINT OF BEGINNING;

EXCEPTING therefrom that portion of said land lying within the land conveyed to the City of Phoenix, a municipal corporation in Warranty Deed recorded July 21, 2006 as 2006-977907 of Official Records, Maricopa County, Arizona, and more particularly described as follows:

A portion of Parcel 2 as recorded in Document No. 1996-119580 and located in the Northwest quarter (NW/4) of Section 20, Township 2 North, Range 3 East of the Gila and Salt River Base Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the intersection of Central Avenue and Minnezona Avenue;

Thence, North 00 degrees 15 minutes 05 seconds East, along the centerline of Central Avenue, a distance of 327.16 feet;

Thence, South 89 degrees 57 minutes 53 seconds West, a distance of 50.00 feet to the POINT OF BEGINNING;

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Thence, continuing South 89 degrees 57 minutes 53 seconds West, a distance of 4.00 feet;

Thence, North 00 degrees 15 minutes 05 seconds East, a distance of 150.00 feet;

Thence, North 89 degrees 57 minutes 53 seconds East, a distance of 4.00 feet;

Thence, South 00 degrees 15 minutes 05 seconds West, a distance of 150.00 feet to the POINT OF BEGINNING.

Property Address: 4620 North Central Avenue, Phoenix, AZ 85012

EXHIBIT S

City to City Commercial

COMMERCIAL REAL ESTATE PURCHASE CONTRACT

Document updated: **February 2019**

ARIZONA association of REALTORS® REAL SOLUTIONS. REALTOR® SUCCESS.

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REALTOR® EQUAL HOUSING OPPORTUNITY

1. PROPERTY

1a. **BUYER:** RAS Developments INC, And/Or Assignee
BUYER'S NAME(S)

1b. **SELLER:** Corridor Living LLC or ☐ as identified in Section 10c.
SELLER'S NAME(S)

Property Description and Offer: Buyer agrees to purchase and Seller agrees to sell the following real property:

Property Address: 11&21 W. Coolidge, 4600 N. Central

City: Phoenix County: Maricopa AZ, Zip Code: 85013

Assessor's Parcel #(s): 155-29-028A, 030 & 031

Legal Description: ☐ See attached ☒ To be provided by Escrow Company ☐ As follows:

which includes at no additional cost to Buyer, all fixtures and improvements thereon, as well as the following items, if any, owned by Seller and presently located on or in the real property: electrical distribution systems (power panels, ducting, conduits, disconnects), lighting fixtures, computer wiring, telephone distribution systems (lines, jacks, and connections), heating, ventilation, and air conditioning equipment, evaporative coolers, air lines, flooring, window coverings, wall coverings, security and fire detection systems/alarms, and

(collectively the "Property"). All fixtures and improvements shall be free of liens and encumbrances unless otherwise specified.

1c. **Leased items shall NOT be included in this sale.** Seller shall deliver notice of all leased items within ten (10) or _____ days after Contract acceptance. Buyer shall provide notice of any leased items disapproved within the Due Diligence Period or five (5) days after receipt of the notice, whichever is later.

1d. **Personal Property Included:** NONE

Personal property shall be transferred in AS-IS CONDITION, FREE AND CLEAR OF ANY LIENS AND ENCUMBRANCES and SELLER MAKES NO WARRANTY of any kind, express or implied, (including, without limitation, ANY WARRANTY OF MERCHANTABILITY).

$ 2,375,000.00 Full Purchase Price, paid as outlined below.

$ 50,000.00 Earnest Money

$ 100,000.00 Additional Earnest Money Due upon the expiration of the Due Diligence Period.

$ 2,225,000.00 Due at Closing.

>>

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SELLER	SELLER	<Initials	Initials>	BUYER	BUYER
cg			LW		

City to City Commercial, 7201 E.Camelback Rd. Scottsdale, AZ 85251 Phone: (480)729-6809 Fax:
Daniel Krantz 4600 N. Central Ave,
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

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1e. **Earnest Money** is in the form of: ☐ Check ☒ Wire Transfer ☐ Other: _____
Upon Contract acceptance, but in no event later than five (5) days or _____ days after Contract acceptance, Earnest Money, if any, will be deposited with: ☒ Escrow Company ☐ Other: _____
Buyer acknowledges that failure to timely deposit Earnest Money, if not cured after a cure notice is delivered pursuant to Section 8a, shall be construed as a material breach enabling Seller to cancel this Contract.

Buyer agrees that, if Buyer breaches this Contract, Earnest Money is subject to forfeiture.

1f. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered in person, by mail, facsimile, or electronically, and received by Broker named in Section 9p by: December 6, 2019 at 5:00 ☐ a.m. / ☒ p.m., Mountain Standard Time.
Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this date and time, this offer shall be deemed withdrawn and Buyer's Earnest Money, if any, shall be returned.

1g. **Addenda Incorporated:** ☐ Additional Clause ☐ Domestic Water Well ☒ Lead-Based Paint Disclosure
☐ Loan Assumption ☐ On-Site Wastewater Treatment Facility ☐ Schedule of Personal Property ☐ Seller Financing
☐ Solar Assumption ☐ Other: _____

1h. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:

Empire West Title	Lisa Rosito
ESCROW COMPANY	CONTACT PERSON

8777 E. Via De Ventura STE 399	Scottsdale	AZ	85258
ADDRESS	CITY	STATE	ZIP CODE

lisa.rosito@ewtaz.com	(602)749-7030	
EMAIL	PHONE	FAX

Seller and Buyer instruct Escrow Company to immediately deliver to Seller, Buyer and Broker(s) a critical dates letter and a copy of the Earnest Money receipt.

1i. **Close of Escrow:** Seller and Buyer shall comply with all terms and conditions of this Contract and Close Escrow on: See lines 384-385 (MONTH) _____ (DAY) _____ (YEAR) ("COE Date"). If Escrow Company or recorder's office is closed on the COE Date, COE shall occur on the next day that both are open for business. Any other closing date requires the written mutual agreement of Seller and Buyer.

Seller and Buyer hereby agree that the COE shall be defined as recordation of the deed and any other documents required to complete the transaction. The parties expressly agree that the failure of any party to comply with the terms and conditions of this Section to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 8a, will constitute a material breach of this Contract, rendering the Contract subject to cancellation.

1j. **Possession and Keys:** Possession and occupancy of the Property shall be delivered to Buyer **at COE,** **or** ☐ _____, subject to the rights of tenants under existing leases. Seller shall provide keys and/or means to operate all locks, mailboxes, security system/alarms, access to all common area facilities, and:

_____
_____
_____
_____
_____
_____
_____

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SELLER	SELLER	<Initials	Initials>	BUYER	BUYER
cj DS			LW		

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4600 N. Central

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2. DISCLOSURE

2a. **Commercial Seller's Property Disclosure Statement ("SPDS"):** Seller shall deliver a completed Arizona REALTORS® Commercial SPDS form to Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the Due Diligence Period or five (5) days after receipt of the SPDS, whichever is later.

2b. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information pertinent to the Property in writing within ten (10) days or 5 days after Contract acceptance:

- documents referencing any known pending special assessments, association fees, claims, or litigation;
- copies of covenants, conditions, restrictions, articles of incorporation, by-laws, other governing documents, and any other documents required by law;
- financial statements, copies of current rent rolls, lists of current deposits, personal property lists, copies of leases (e.g., billboard, cell tower, laundry, trade fixtures), rental agreements, and service contracts;
- a copy of the most recent survey, if available;
- any and all notices regarding Seller or Tenant bankruptcy, probate, or insolvency proceedings;
- any and all notices of violation(s) of City, County, State or Federal building, zoning, fire, health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the Property; and
- any and all other agreements, documents, studies, or reports relating to the Property in Seller's possession or control provided, however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered into with the consultant who prepared such report or study specifically forbids the dissemination of the report to others.

Buyer shall provide written notice to Seller of any additional Seller disclosures and information disapproved prior to the expiration of the Due Diligence Period or five (5) days after receipt, whichever is later.

Seller ☐ shall ☒ shall not deliver estoppel certificates executed by all tenants to Buyer prior to expiration of the Due Diligence Period. Buyer shall provide notice of any items disapproved within the Due Diligence Period or five (5) days after receipt of the estoppel certificates, whichever is later.

2c. **Affidavit of Disclosure:** If the Property is located in an unincorporated area of the county, and five (5) or fewer parcels of property other than subdivided property are being transferred, Seller shall deliver a completed Affidavit of Disclosure in the form required by law to Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any Affidavit of Disclosure items disapproved within the Due Diligence Period or five (5) days after receipt of the Affidavit of Disclosure, whichever is later.

2d. **Changes During Escrow:** Seller shall immediately notify Buyer: (i) of any changes to the Property or disclosures made herein, in the SPDS, or otherwise; (ii) if Seller modifies any existing lease or other agreement affecting the Property; or (iii) if Seller enters into any new leases, rental agreements, service contracts, or other agreements affecting the Property. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed five (5) days after delivery of such notice to provide notice of disapproval to Seller.

IF PROPERTY IS NOT USED FOR RESIDENTIAL PURPOSES: Section 3 does not apply—go to Section 4.

3. DISCLOSURES FOR PROPERTY USED FOR RESIDENTIAL PURPOSES

3a. **Swimming Pool Barrier Regulations:** During the Due Diligence Period, Buyer agrees to investigate all applicable state, county, and municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations prior to occupying the Property, unless otherwise agreed in writing. If the Property contains a Swimming Pool, Buyer acknowledges receipt of the Arizona Department of Health Services approved private pool safety notice.

(BUYER'S INITIALS REQUIRED) LW BUYER _____ BUYER

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3b. **Lead-Based Paint Disclosure (Initials Required):** If the Property was built prior to 1978, Seller shall: (i) notify Buyer of any known lead-based paint or lead-based paint hazards in or on the Property; (ii) provide Buyer with any lead-based paint risk assessments or inspections of the Property in Seller's possession; (iii) provide Buyer with the Disclosure of Information on Lead-based Paint and Lead-Based Paint Hazards, and any reports, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "Lead-Based Paint Information"). ☐ Lead-Based Paint Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct lead based paint risk assessments or inspections during the Due Diligence Period. ☒ Seller shall provide the Lead-Based Paint Information to Buyer within five (5) days after Contract acceptance. Buyer may within ten (10) days or _____ days after receipt of the Lead-Based Paint Information conduct or obtain a risk assessment or inspection of the Property for the presence of lead-based paint or lead based-paint hazards ("Assessment Period"). Buyer may within five (5) days after receipt of the Lead-Based Paint Information or five (5) days after expiration of the Assessment Period cancel this Contract in Buyer's sole discretion by delivering written notice of cancellation to Seller pursuant to Section 8c.

Prior to 1978: If Property was constructed prior to 1978, (BUYER'S INITIALS REQUIRED) LW _____ BUYER _____ BUYER

1978 or Later: If Property was constructed in 1978 or later, (BUYER'S INITIALS REQUIRED) _____ BUYER _____ BUYER

4. DUE DILIGENCE, FEASIBILITY, AND INSPECTIONS

4a. **Due Diligence:** Buyer's due diligence, feasibility, and inspection period shall be thirty (30) days or ☒ 120 days after Contract acceptance ("Due Diligence Period"). During the Due Diligence Period, Buyer shall satisfy itself with respect to the physical condition of the Property, the value of the Property, the condition of title to the Property, and as to the feasibility and suitability of the Property for Buyer's intended purpose.

4b. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller a signed notice of the items disapproved and state in the notice that Buyer elects to either:

(1) Immediately cancel this Contract, in which case:

(a) If Buyer's notice specifies disapproval of items as allowed herein, the Earnest Money shall be released to Buyer.

(b) If Buyer's notice fails to specify items disapproved as allowed herein, the cancellation will remain in effect but Buyer has failed to comply with a provision of this Contract and Seller may deliver to Buyer a cure notice as required by Section 8a. If Buyer fails to cure their non-compliance within three (3) days after delivery of such notice, Buyer shall be in breach and Seller shall be entitled to the Earnest Money. If, prior to expiration of the Cure Period, Buyer delivers notice specifying items disapproved as allowed herein, Buyer shall be entitled to a return of the Earnest Money.

OR

(2) Provide Seller an opportunity to correct the items disapproved, in which case:

(a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed Seller's refusal to correct any of the items disapproved.

(b) If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days or ☐ _____ days prior to COE Date.

(c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first, and the Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as provided, Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.

VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will extend response times or cancellation rights.

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BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.

If Buyer cancels this Contract, Buyer shall return all documents provided by Seller and provide Seller with copies of all reports or studies generated by Buyer, provided, however, that Buyer shall not be required to deliver any such report or study if the written contract that Buyer entered into with the consultant who prepared such report or study specifically forbids the dissemination of the report or study to others.

4c. **Inspections:** During the Due Diligence Period, Buyer shall have the right, at Buyer's expense, to select an inspector(s) and to make economic, environmental, and physical inspections (including tests, surveys, and other studies) of the Property, including but not limited to inspecting:

- built-in appliances
- compliance with Americans with Disabilities Act
- conditions conducive to mold
- cost of compliance with swimming pool regulations
- designated flood hazard areas
- easements and access
- electrical and mechanical systems
- elevators
- environmental hazards (such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, hazardous waste, other substances, materials or products, and/or location in a federal or state Superfund area)
- foundation
- geologic conditions
- heating and cooling
- leased items
- location of property lines
- mold
- Multiple Listing Service (MLS) representations
- plumbing (such as galvanized or polybutylene pipes)
- pool/spa and related equipment
- roof
- sewer/septic
- sign usage
- soil
- solar
- square footage
- structural
- use permits
- variances
- water damage
- water/utility or fire protection
- water/utility use restrictions and fees for services such as garbage
- well
- wood infestation
- zoning regulations

If the presence of sex offenders in the vicinity of the Property or the occurrence of a disease, natural death, suicide, homicide, or other crime on or in the vicinity of the Property is a material matter to Buyer, it must be investigated by Buyer during the Due Diligence Period.

4d. **Square Footage:** BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE (OR NET ACREAGE) OF THE REAL PROPERTY (LAND) OR IMPROVEMENTS THEREON IS APPROXIMATE. IF SQUARE FOOTAGE (OR NET ACREAGE) IS A MATERIAL MATTER TO BUYER, IT MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.

4e. **Wood-Destroying Organism or Insect Inspection:** IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR INSECTS (SUCH AS TERMITES) ARE A MATERIAL MATTER TO BUYER, THESE ISSUES MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD. Buyer shall order and pay for all wood-destroying organism or insect inspections performed during the Due Diligence Period.

4f. **Flood Hazard:** If the Property is situated in an area identified as having any special flood hazards by any governmental entity including, but not limited to, being designated as a special flood hazard area by the Federal Emergency Management Agency (FEMA), Buyer's lender may require the purchase of flood hazard insurance prior to COE or some future date. Special flood hazards may affect the ability to encumber or improve the Property now or at some future date. Flood hazard designation of the Property or cost of flood hazard insurance shall be determined by Buyer during the Due Diligence Period.

4g. **Insurance:** Buyer shall ensure that any fire, casualty, or other insurance desired by Buyer, or required by any Lender, is in place at COE. Buyer specifically releases Broker(s) from any obligations relating to such insurance.

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4h. **Recommendations:** If any Broker recommends a builder, contractor, inspector, vendor, or any other person or entity to Seller or Buyer for any purpose, such recommendation shall be independently investigated and evaluated by Seller or Buyer, who hereby acknowledge that any decision to enter into any contractual arrangements with any such person or entity recommended by any Broker will be based solely upon such independent investigation and evaluation. Seller and Buyer understand that said contractual arrangement may result in a commission or fee to Broker, which shall be disclosed in writing to Seller and Buyer as required by law.

4i. **Buyer's Responsibility Regarding Inspections**: Buyer shall keep the Property free and clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs and shall repair all damages arising from the inspections.

4j. **Walkthrough(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct walkthrough(s) of the Property for the purpose of satisfying Buyer that any corrections or repairs agreed to by Seller have been completed, and the Property is in substantially the same condition as of the date of Contract acceptance. If Buyer does not conduct such walkthrough(s), Buyer releases Seller and Broker(s) from liability for any defects that could have been discovered.

4k. **Seller's Responsibility Regarding Inspections and Walkthrough(s):** Seller shall make the Property available for all inspections and walkthrough(s) upon reasonable notice by Buyer. Seller shall, at Seller's expense, have all utilities on, including any propane, until COE to enable Buyer to conduct these inspections and walkthrough(s).

4l. **Sanitation and Waste Disposal Systems:** Buyer is aware and Seller warrants that the Property is on a:
☒ sewer system ☐ conventional septic system ☐ alternative system

IF A SEWER CONNECTION IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD. If the Property is served by a conventional septic or alternative system, the Arizona REALTORS® On-site Wastewater Treatment Facility Addendum is incorporated herein by reference.

4m. **Seller's Obligations Regarding Wells:** If any well is located on the Property, Seller shall deliver to Escrow Company, before COE, a copy of the Arizona Department of Water Resources ("ADWR") "Registration of Existing Wells." Escrow Company is hereby instructed to send to the ADWR a "Change of Well Information." Seller does not warrant the gallons per minute as reflected on the ADWR certification of registration. Buyer may verify gallons per minute during the Due Diligence Period through a certified flow test.

IF THIS IS AN ALL CASH SALE: (i) A Letter of Credit or a source of funds from a financial institution documenting the availability of funds to close escrow is attached hereto; and (ii) Section 5 does not apply—go to Section 6.

5. FINANCING

5a. **This sale ☐ is ☒ is not contingent upon Buyer obtaining a satisfactory financing commitment within the Financing Commitment Contingency Period.** If sale is not contingent on a financing commitment, Sections 5b and 5c do not apply—go to Section 6.

If financing is to be other than new financing, see attached financing addendum. This addendum cannot be assigned to a new buyer without Seller's prior written consent.

5b. **Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing commitment, Buyer shall have thirty (30) days or ☐ _____ days after Contract acceptance ("Financing Commitment Contingency Period") to obtain a financing commitment satisfactory to Buyer, in Buyer's sole discretion, for a loan to purchase the Property or Buyer may cancel this Contract pursuant to Section 8c and receive a refund of the Earnest Money. **Prior to the expiration of the financing commitment contingency period, Buyer shall deliver to Seller and Escrow Company written notice that Buyer has not received such satisfactory financing commitment or Buyer shall be deemed to have waived the financing commitment contingency and any right to cancel due to financing.**

5c. **Financing Application:** Within ten (10) days after Contract acceptance, Buyer shall submit a formal financing application to a lender of Buyer's choice. Buyer and Seller shall promptly provide to lender all materials and documents lender deems appropriate to facilitate such lender's processing of financing application. Buyer agrees to pay fees as required by the lender and all other financing costs. Buyer authorizes the lender to provide financing status updates to Broker(s).

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6. TITLE AND ESCROW

6a. **Title and Vesting:** Taking title may have significant legal, estate planning, and tax consequences. Buyer should obtain legal and tax advice.
Buyer will take title as **determined before COE** or ☐ Other: _____

6b. **Title Commitment and Title Insurance:** Buyer shall be provided at Seller's expense a Standard Owner's Title Insurance Policy showing the title vested in Buyer as provided in Section 6a. Buyer may acquire extended coverage(s) at Buyer's own additional expense. Escrow Company is hereby instructed to obtain and distribute to Buyer and Broker(s) a Commitment for Title Insurance in sufficient detail for the issuance of an Extended Owner's Title Insurance Policy together with complete and legible copies of all documents that will remain as exceptions to Buyer's policy of title insurance ("Title Commitment"), within fifteen (15) days after Contract acceptance. Buyer shall have until the expiration of the Due Diligence Period to provide written notice to Seller of any items disapproved. Buyer shall have five (5) days after receipt of any amendments to Title Commitment or notice of any subsequent exceptions to provide Seller written notice of any amendment or exceptions disapproved. REFER TO SECTION 4b FOR IMPORTANT TERMS.
Seller shall convey title by special warranty deed or ☐ _____ deed.

6c. **Additional Instructions:** (i) If the Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, Buyer and Seller hereby instruct the Escrow Company to deliver to Buyer and Seller upon Contract acceptance a closing protection letter from the title insurer indemnifying Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by the Escrow Company. (ii) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company is hereby instructed to modify such documents to the extent necessary to be consistent with this Contract. (iii) All closing and escrow costs, unless otherwise stated herein, shall be allocated equally between Seller and Buyer in accordance with applicable laws and regulations. (iv) Escrow Company is hereby instructed to send to Broker(s) copies of all notices and communications directed to or from Seller or Buyer. Escrow Company shall provide Broker(s) with access to escrowed materials and information regarding the escrow.

6d. **Prorations, Expenses and Adjustments:**
Taxes: Real property taxes payable by Seller shall be prorated through COE, based upon the latest tax bill available. The parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be handled as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.
Insurance: If Buyer takes an assignment of the existing casualty and/or liability insurance that is maintained by Seller, the current premium shall be prorated through COE.
Rents, Interest, and *Expenses*: Rents, interest on existing notes if transferred, utilities, and operating expenses shall be prorated through COE. The Parties agree to adjust any rents received after COE as a Post Closing Matter.
Deposits: All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of Buyer at COE or ☐ paid to Buyer by Seller at COE.

6e. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at COE as a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is determined. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibilities for said adjustments.

6f. **Prorations of Assessments and Fees:** All assessments and fees that are not a lien as of COE shall be prorated as of COE or ☐ Other: _____
_____

6g. **Assessment Liens:** The amount of any assessment lien shall be prorated as of COE or ☐ Other: _____
_____

6h. **IRS and FIRPTA Reporting:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is applicable if Seller is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate ("Foreign Person"). Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a Foreign Person pursuant to FIRPTA. Buyer acknowledges that if the Seller is a Foreign Person, Buyer (or Escrow Company, as directed by Buyer) must withhold a tax of up to 15% of the purchase price, unless an exemption applies.

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SELLER	SELLER	<Initials	Initials>	BUYER	BUYER
cg			LW		

6i. **RESPA:** The Real Estate Settlement Procedures Act (RESPA) requires that no Seller of property that will be purchased with the assistance of a federally-related mortgage financing shall require, directly or indirectly, as a condition of selling the Property, that title insurance covering the Property be purchased by Buyer from any particular title company.

6j. **Tax Deferred Exchange:** Seller and Buyer are advised to consult a professional tax advisor regarding the advisability of a tax-deferred exchange pursuant to I.R.C. §1031 or otherwise. Seller and Buyer agree to cooperate in a tax deferred exchange provided that COE is not delayed. All additional costs in connection with any such tax deferred exchange shall be borne by the party requesting the exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any liability that may arise from participation in the tax deferred exchange.

7. WARRANTIES

7a. **Condition of Property: BUYER AND SELLER AGREE THE PROPERTY IS BEING SOLD IN ITS PRESENT PHYSICAL CONDITION AS OF THE DATE OF CONTRACT ACCEPTANCE.** Seller makes no warranty to Buyer, either express or implied, as to the condition, zoning, or fitness for any particular use or purpose of the Property. However, Seller shall maintain and repair the Property so that at the earlier of possession or COE: (i) the Property, including all personal property included in the sale, will be in substantially the same condition as on the date of Contract acceptance; and (ii) all personal property not included in the sale and debris will be removed from the Property. Buyer is advised to conduct independent inspections and investigations regarding the Property within the Due Diligence Period as specified in Section 4a. Buyer and Seller acknowledge and understand they may, but are not obligated to, engage in negotiations for repairs/improvements to the Property. Any/all agreed upon repairs/improvements will be addressed pursuant to Section 4b.

7b. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and any information concerning the Property known to Seller, excluding opinions of value, which materially and adversely affect the consideration to be paid by Buyer. Prior to COE, Seller warrants that payment in full will have been made for all labor, professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding COE in connection with the construction, alteration, or repair of any structure on or improvement to the Property. Seller warrants that the information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is correct to the best of Seller's knowledge.

7c. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Property or COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Property. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Property except disclosed as follows:**

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SELLER	SELLER	<Initials	Initials>	BUYER	BUYER
eg			LW		

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4600 N. Central

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8. REMEDIES

8a. Cure Period: A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a breach of Contract. If Escrow Company or recorder's office is closed on the last day of the Cure Period, and COE must occur to cure a potential breach, COE shall occur on the next day that both are open for business. An unfulfilled contingency is not a breach of Contract.

8b. Breach: The parties agree to the remedies for breach of Contract indicated below.

If Buyer is in breach: (check one)

☐ All Rights and Remedies: Seller may cancel this Contract pursuant to Section 8c and/or proceed upon any claim or remedy that Seller may have in law or equity.

☒ Liquidated Damages: The parties agree that it would be impracticable or extremely difficult to fix the actual damages that Seller would suffer if Buyer fails to perform Buyer's obligations pursuant to this Contract. Therefore, if Buyer breaches this Contract, Seller shall be entitled to the Earnest Money as Seller's sole remedy and Buyer shall be released from any further liability to Seller. In such event, this Contract shall be cancelled and Seller shall pay any Escrow Company cancellation fees.

(INITIALS REQUIRED) DS cg _____ SELLER _____ SELLER LW _____ BUYER _____ BUYER

If Seller is in breach:

All Rights and Remedies: Buyer may cancel this Contract pursuant to Section 8c, shall be entitled to the return of the Earnest Money and/or proceed upon any claim or remedy that Buyer may have in law or equity.

8c. Cancellation: A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering notice stating the reason for cancellation to the other party or to Escrow Company. Cancellation shall become effective immediately upon delivery of the cancellation notice.

8d. Mediation: Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this Contract, any alleged breach of this Contract, or services provided in relation to this Contract, claims for Earnest Money or representations made by Buyer or Seller in connection with the sale, purchase, financing, condition, or other aspect of the Property to which this Contract pertains, including, without limitation, allegations of concealment, misrepresentation, negligence, and/or fraud before resorting to court action. Mediators cannot impose binding decisions. The parties must agree and sign an agreement before any settlement reached at the mediation is binding. Mediation shall take place in the State of Arizona. All mediation costs shall be paid equally by the parties to the Contract.

8e. Exclusions from Mediation: The following matters are excluded from mediation hereunder: (i) any action brought in the Small Claims Division of an Arizona Justice Court (up to $3,500), so long as the matter is not thereafter transferred or removed from the Small Claims Division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that is within the jurisdiction of a probate or bankruptcy court. The filing of a judicial action to enable the recording of a notice of pending action, or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the obligation to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

8f. Attorney Fees and Costs: The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to this Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees, expert witness fees, fees paid to investigators, and arbitration costs.

8g. Release of Earnest Money: In the event of a dispute between Buyer and Seller regarding Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this Contract. Buyer and Seller specifically authorize Escrow Company to act in its sole and absolute discretion in the release of Earnest Money. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and reasonable attorneys' fees, arising from or relating in any way to the release of Earnest Money.

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9. ADDITIONAL TERMS

9a. **Buyer and Seller understand property is being sold in "AS-IS" condition.**

Seller agrees to pay listing Broker a commission pursuant to a separate listing agreement . Listing Broker agrees to co-broke said fee equally with the Buyer's Broker.

Due Diligence Period Extension Option: Buyer shall have (one) 1 option to extend the Due Diligence Period by an additional (thirty) 30 days, at which time half of the initial Earnest Money will become non-refundable.

The Close of Escrow shall occur Twelve (12) months after the expiration of the "Due Diligence Period," or sooner by mutual agreement between Buyer and Seller, but no later than April 1st, 2021.

Within 120 days of the Close of Escrow date, Buyer shall give Seller a written notice on whether or not Buyer would like the current leases terminated. If Buyer decides to allow the Seller to vacate the current tenants on the property, Buyer shall deposit an additional $250,000 into escrow (for a total of $400,000) 120 days prior to closing, which shall be non-refundable and applicable to the Purchase Price.

Buyer shall have the right to review and approve any new leases negotiated on the property as well as any lease renewals that would extend beyond closing, after Buyer has waived Buyers Due Diligence contingencies. Seller shall keep Buyer abreast of any new lease and lease renewal activity throughout the period of this Contract.

9b. **Risk of Loss:** If there is any loss or damage to the Property between the date of Contract acceptance and COE or possession of the Property, whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be borne by Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price or ☐ $ _____, either Seller or Buyer may elect to cancel the Contract by written notice pursuant to Section 8c.

9c. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of the existence of this Contract.

9d. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

9e. **Time is of the essence:** The parties acknowledge that time is of the essence in performance of the obligations described herein.

9f. **Broker's Fee:** Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, or finder in connection with the negotiation of this Contract and/or the consummation of the purchase and sale contemplated herein, other than the Broker(s) named herein, and no Broker or other person, firm or entity, other than said Broker(s) is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of either Buyer or Seller. Buyer and Seller do each hereby agree to indemnify, defend, protect, and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges that may be claimed by any broker, finder, or other similar party, other than said named Broker(s) by reason of any dealings or acts of the indemnifying party.

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9g. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by separate written agreement(s). Any separate written agreement(s) shall be delivered to Escrow Company for payment at COE, if not previously paid, and shall constitute an irrevocable assignment of Seller's proceeds at COE and/or payment shall be collected from Buyer as a condition to Close, as applicable. If any Broker hires an attorney to enforce the collection of the brokerage fee payable pursuant to this Contract and is successful in collecting some or all of such brokerage fee, the party(ies) responsible for paying such brokerage fee agree(s) to pay such Broker's costs including, but not limited to: reasonable attorneys' fees, expert witness fees, fees paid to investigators, and court costs. Commissions payable for the sale, leasing, or management of Property are not set by any board or association of REALTORS® or multiple listing service, or in any manner other than between the Broker and client. Seller and Buyer acknowledge that the Broker(s) referenced herein are third-party beneficiaries of this contract.

9h. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein, except that the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards may not be signed in counterpart. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.

9i. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and end at 11:59 p.m.

9j. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts that must be performed three (3) days prior to the COE Date must be performed three (3) full days prior (i.e. – if the COE Date is Friday the act must be performed by 11:59 p.m. on Monday).

9k. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.

9l. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that any subsequent offer accepted by Seller must be a backup offer contingent on the cancellation of this Contract.

9m. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in Section 9p, to Seller as indicated in Section 10a and to Escrow Company indicated in Section 1h.

9n. **Assignment:** Any assignment of this Contract shall not release Buyer from Buyer's obligations under this Contract unless otherwise agreed to by the parties in writing.

9o. **Release of Brokers: Seller and Buyer hereby acknowledge that they have been and are now advised by the Broker(s) to consult and retain their own experts to advise and represent them concerning the legal and income tax effects of this contract, and the condition of the Property. Seller and Buyer hereby expressly release, hold harmless and indemnify all Broker(s) in this transaction from any and all liability and responsibility regarding the condition, square footage/ acreage, lot lines or boundaries, value, financing, rent rolls, income and expense projections or proformas, environmental conditions, sanitation systems, roof condition, wood infestation and wood infestation report, compliance with building codes, zoning or other governmental regulations, or any other material matters relating to the Property.**

(INITIALS REQUIRED) cg _____ LW _____

SELLER SELLER BUYER BUYER

THIS CONTRACT CONTAINS TWELVE (12) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT YOU HAVE RECEIVED AND READ ALL TWELVE (12) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

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9p. **Broker on behalf of Buyer:**

Daniel Krantz	dk346	SA650284000
PRINT AGENT'S NAME	AGENT MLS CODE	AGENT STATE LICENSE NO.
PRINT AGENT'S NAME	AGENT MLS CODE	AGENT STATE LICENSE NO.
City to City Commercial		benj01
PRINT FIRM NAME		FIRM MLS CODE

5401 N. Pima Rd. Suite 125	Scottsdale	AZ	85250	LC507884000
FIRM ADDRESS	CITY	STATE	ZIP CODE	FIRM STATE LICENSE NO.

dkrantz@citytocitycre.com	(586)216-1112	
EMAIL	PREFERRED PHONE	FAX

9q. **Agency Confirmation:** Broker named in Section 9p is the agent of (check one) ☒ Buyer; or ☐ both Buyer and Seller

9r. **The undersigned agree to purchase the Property on the terms and conditions herein stated and acknowledge receipt of a copy hereof.**

Lorne Wallace	12/04/2019		
BUYER'S SIGNATURE	MO/DA/YR	BUYER'S SIGNATURE	MO/DA/YR
RAS Developments INC		And/Or Assignee	
BUYER'S NAME PRINTED		BUYER'S NAME PRINTED	
Lorne Wallace	President		
BY	ITS		
ADDRESS		ADDRESS	
CITY	STATE ZIP CODE	CITY	STATE ZIP CODE

10. SELLER ACCEPTANCE

10a. **Broker on behalf of Seller:**

Nick Miner			
PRINT AGENT'S NAME	AGENT MLS CODE	AGENT STATE LICENSE NO.	
PRINT AGENT'S NAME	AGENT MLS CODE	AGENT STATE LICENSE NO.	
Orion Investment Real Estate			
PRINT FIRM NAME		FIRM MLS CODE	

7328 E Stetson Dr	Scottsdale	AZ	85251	LC631533000
FIRM ADDRESS	CITY	STATE	ZIP CODE	FIRM STATE LICENSE NO.

nick@nickminer.com	(480)226-8037		
EMAIL	PREFERRED PHONE	FAX	

10b. **Agency Confirmation:** Broker named in Section 10a is the agent of (check one) ☒ Seller; or ☐ both Buyer and Seller

10c. **The undersigned agree to sell the Property on the terms and conditions herein stated, acknowledge receipt of a copy hereof and grant permission to Broker named on Section 10a to deliver a copy to Buyer.**

☐ Counter Offer is attached, and is incorporated herein by reference. Seller must sign and deliver both this offer and the Counter Offer. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

DocuSigned by: Charles M Jones	12/4/2019		
SELLER'S SIGNATURE	MO/DA/YR	SELLER'S SIGNATURE	MO/DA/YR
Corridor Living LLC			
SELLER'S NAME PRINTED		SELLER'S NAME PRINTED	
Charles M Jones			
BY	ITS		
198 W Mariposa St, Ste 7			
ADDRESS		ADDRESS	
Phoenix AZ	85013		
CITY	STATE ZIP CODE	CITY	STATE ZIP CODE

For Broker Use Only:

Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ MO/DA/YR

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cg		<Initials		Initials>	LW		
SELLER	SELLER				BUYER	BUYER	

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4600 N. Central

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Receipt of Deposit

File Number: 113615EW
Receipt Number: 20658
Type Of Funds: Wire
Reference Number: 0193400004100
Bank: Arizona Bank & Trust

EMPIRE WEST TITLE AGENCY

4808 North 22nd Street, Ste # 100
Phoenix, AZ 85016

Date: 12/6/2019
Payor: RAS Development Inc., a Colora
Property: SUBURBAN ACRES, Lot 1, Except the N 45 Feet of the E 115 Feet Thereof; Strip of La
Amount: $50,000.00
Description: Earnest Money

ALL CHECKS RECEIVED SUBJECT TO COLLECTION
Payments accepted only if such payment is in accordance with terms of contract

NOTICE AND DISCLOSURE FORM
NOTICE OF RIGHT TO EARN INTEREST ON DEPOSITED FUNDS

ARIZONA REVISED STATUES SECTION 6-834 states the following:

Not later than three(3) business days after receipt of any escrow monies, the Escrow Agent shall provide to each depositing Buyer and Seller, adequate notice of his right to earn interest on all deposited funds.

Interest rates on an interest bearing account will vary from institution to institution and on different types of accounts such as passbook, money market or time deposit account. In addition, the amount of deposit and the amount of time the account will be open will affect the type of account that may be opened and the interest rate available.

Example: A regular savings deposit of $1,000.00 at an average interest rate of 1% for a thirty-day period.
DEPOSIT x RATE x (elapsed days/total days) = Interest Earned
$1,000.00 x 1% x (30/365) = $0.82

If this investment exceeds $100,000.00 the parties may instruct Empire West Title Agency to make separate investments in order to qualify for FDIC Insurance.

NOTICE OF UNINSURED MONIES PURSUANT TO ARS 6-841.03
MONIES DEPOSITED IN AN ESCROW ACCOUNT ARE NOT INSURED AGAINST LOSS FROM FRAUD OR THEFT BY THE STATE OF ARIZONA OR THE UNITED STATES GOVERNMENT

For more information on depositing funds into an interest-bearing account, contact your Escrow Officer.

advice

Arizona Bank and Trust
2036 E Camelback Road
Phoenix AZ 85016

Incoming Wire - Advice of Credit

Date: 12/06/2019 Wire Create Time: 0601

Account # : ******6311
Branch : 031
Amount : $50,000.00
GFX Reference : 20193400004100
Sending Bank : 121000248
Sending Bank name : WELLS FARGO NA
Sending Bank account number: 000002791749613
Sender Name : RAS DEVELOPMENTS, INC
8759 E VIA DEL ARBOR SCOTTSDALE AZ US 85258-3529

Beneficiary : ******6311
EMPIRE WEST TITLE AGENCY LLC
ESCROW TRUST ACCOUNT
4808 N 22ND ST STE 100

Beneficiary Info (OBI):
113615EW RAS DEVELOPMENTS ATTN LISA ROSITO

Bank to Bank Info (BBI):

Reference for Beneficiary (RFB):

Fed Reference Number (IMAD):
20191206L1LFB83C00002412060618FT03

DocuSign Envelope ID: 5B5894B8-DBCA-498E-89E3-8DA17FB3C8F4

City to City Commercial

ADDENDUM 1

Document updated: June 1993

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REALTOR® EQUAL HOUSING OPPORTUNITY

1. This is an addendum originated by the: ☐ Seller ☒ Buyer ☐ Landlord ☐ Tenant.
2. This is an addendum to the Contract dated **December 4, 2019** (MO/DA/YR) between the following Parties:
3. Seller/Landlord: **Corridor Living LLC**
4. Buyer/Tenant: **RAS Developments INC, And/Or Assignee**
5. Premises: **11&21 W. Coolidge, 4600 N. Central, Phoenix, AZ 85013**
6. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises:
7. **The intial Due Diligence Period shall be extended Thirty (30) days.**
8.
9. **Per Line(s) 380-382, The "Due Diligence Period Extension Option," shall remain in full**
10. **effect once this addendum is fully executed.**
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12. **All other terms and conditions to remain the same.**
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42. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof.

43.	*Lorne Wallace*	03/26/2020			
44.	☐ Seller ☒ Buyer	MO/DA/YR	☐ Seller ☐ Buyer		MO/DA/YR
45.	☐ Landlord ☐ Tenant		☐ Landlord ☐ Tenant		
	DocuSigned by:				
46.	*Charles M Jones*	3/27/2020			
47.	☒ Seller ☐ Buyer	MO/DA/YR	☐ Seller ☐ Buyer		MO/DA/YR
48.	☐ Landlord ☐ Tenant		☐ Landlord ☐ Tenant		

49. **For Broker Use Only:**
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ (MO/DA/YR)

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City to City Commercial

ADDENDUM 2

Document updated: June 1993

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42. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof.

43.	Lorne Wallace 04/27/2020	
44.	☐ Seller ☒ Buyer MO/DA/YR	☐ Seller ☐ Buyer MO/DA/YR
45.	☐ Landlord ☐ Tenant	☐ Landlord ☐ Tenant
46.	DocuSigned by: Charles M Jones 4/27/2020	
47.	☒ Seller ☐ Buyer MO/DA/YR	☐ Seller ☐ Buyer MO/DA/YR
48.	☐ Landlord ☐ Tenant	☐ Landlord ☐ Tenant

49. **For Broker Use Only:**
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ (MO/DA/YR)

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EXHIBIT T

Outlook

Fw: City of Phoenix Ethics Complaints EC21-02 and 22-01

From: Aaron Duell <aduell@bcattorneys.com>
Sent: Thursday, January 9, 2025 9:32 AM
To:
Cc: Angie Canez <acanez@bcattorneys.com>
Subject: [EXTERNAL] City of Phoenix Ethics Complaints EC21-02 and 22-01

Good morning, Ms. Nillen. Per your request, please see Mr. Jones' analysis with respect to the City of Phoenix Ethics Policy:

Members of the City of Phoenix Ethics Commission:

Beth Nillen—the Commission's investigator—has requested that Charley Jones provide an analysis about whether his conduct comported with the City of Phoenix Ethics Policy, contained within Section 2-52(B) of the City Code.

I. I. Mr. Jones Complied with the Ethics Code

In relevant part, the Ethics Policy requires a board member to (1) "maintain the utmost standards of personal integrity, truthfulness, honesty and fairness in carrying out their public duties," (2) "avoid any improprieties in their roles as public servants," (3) "comply with all applicable laws," and (4) "never use their City position or power for improper personal gain." *See* City of Phoenix Code § 2-52(B) (hereinafter referred to as the "Ethics Policy."). Mr. Jones' conduct complied with each of the Ethics Policy requirements.

1. "Personal Integrity," "Truthfulness," "Honesty," and "Fairness"

First, the Ethics Policy broadly requires "personal integrity," "truthfulness," "honesty," and "fairness" in carrying out public duties. None of these terms are defined. Each are subjective. However, "integrity," "truthfulness," and "honesty" share a common principle: they are inconsistent with **falsity** and **deceit**. The last term—"fairness"—requires **impartiality**. *See* "Fairness," https://www.merriam-webster.com/dictionary/fairness [us-east-2.protection.sophos.com] ("fair or impartial treatment; lack of favoritism toward one side or another"). Based on the foregoing definitions, a board member who sets out in good faith to fulfill his duties (*ie.* having the intention to act in the public's best interest and without deceitful motives) complies with the first requirement of the Ethics Policy.

The main thrust of the Ethics Complaints is that Mr. Jones did not disclose Corridor Living's interest in the Three Parcels before discussions and voting on zoning application Z-56-20-4 (relating to the Aura Project). This conduct does not violate the first requirement of the Ethics Policy unless the Commission determines Mr. Jones **intended** to mislead or deceive by his

failure to disclose, or Mr. Jones **acted with partiality** towards the Aura Project because of his ownership of the Three Parcels. No evidence supports this conclusion. As detailed at great length in Mr. Jones' response, Mr. Jones viewed his nominal ownership of the Three Parcels as completely separate from the Aura Project, both because (1) Corridor Living had already sold the Three Parcels to RAS Developments for a fixed price and all contingencies had been removed and (2) the approval of application Z-56-20-4 would have no effect on the value of the Three Parcels. Accordingly, Mr. Jones did not violate the first requirement of the Ethics Policy.

2. "Avoid Any Improprieties"

Second, the Ethics Policy requires a board member to "avoid any improprieties in their roles as public servants." Again, "improprieties" is not defined, is subjective, and could relate to a multitude of situations. "Impropriety" is defined as "an improper or indecorous act or remark" or "the quality or state of being improper." *See* "Impropriety," https://www.merriam-webster.com/dictionary/impropriety [us-east-2.protection.sophos.com].

As explained in the previous section, any board member who acts faithfully to fulfill his duties, who lacks an intent to deceive, and who does not act for personal gain, acts consistently with the Ethics Policy. Because the evidence shows that Mr. Jones acted to faithfully execute his duties, and there's no evidence he had any motive to deceive the public about Corridor Living's nominal ownership in the Three Parcels, Mr. Jones did not violate the Ethics Policy.

3. "Comply With All Applicable Law"

Third, a board member must "comply with all applicable laws." The analysis in Mr. Jones' Response analyzed why his conduct complied with various law, including A.R.S. § 38-503(B) and A.R.S. § 36-1477(B). Mr. Jones did not violate any applicable laws.

4. "Improper Personal Gain"

Finally, a board member may not use his "position or power for improper personal gain." Because Corridor Living had already sold the Three Parcels to RAS Developments for a fixed price and all contingencies had been removed as of January 26, 2021, there was no opportunity for Mr. Jones to use his position or power for improper personal gain. Indeed, he did not. Mr. Jones acted properly, and for the benefit of the public only, when participating in the Alhambra VPC meeting on January 26, 2021.

V. II. The Ethics Policy Is Unconstitutionally Vague Because It Doesn't Specify What Conduct Is Required or Prohibited.

In the foregoing sections, Mr. Jones noted the subjectivity of the Ethics Policy, as well as the total lack of standards for applying the Ethics Policy. Without objective standards, a person of ordinary intelligence would not be notified of the precise conduct that is prohibited or required. When a statute or rule includes no standards, it is unconstitutionally vague and cannot be enforced.

"[A] statute is void for vagueness if it does not give a person of 'ordinary intelligence a reasonable opportunity to know what is prohibited and fails to contain explicit standards of application to prevent arbitrary and discriminatory enforcement.'" Franklin v. Clemett, 240 Ariz. 587, 595 ¶ 24 (Ct. App. 2016). "[T]he duty imposed [by the statute] must be prescribed in terms **definite enough to serve as a guide to those who have the duty imposed upon them**." Verma v. Stuhr, 223 Ariz. 144, 152 ¶ 29 (Ct. App. 2009) (emphasis added). Put another way, "[a] statute

denies due process of law if it forbids or requires the doing of an act in terms so vague that men of common intelligence must necessarily guess at its meaning *and* **differ as to its application**." State v. Cota, 99 Ariz. 233, 236 (1965) (emphasis added).

The Commission endeavors to determine whether Mr. Jones' conduct violates the standardless Ethics Policy, and if so, could impose a per-violation sanction of $500 against him and remove him from office. *See* Rule 8: Sanctions – Rules of Procedure City of Phoenix Ethics Commission. Because of the lack of standards, any determination that Mr. Jones violated the Ethics Policy would violate due process.

As applied to Mr. Jones' position on the Alhambra VPC, the Ethics Policy's lack of standards is particularly egregious. As a member of a Village Planning Committee, every board member must **necessarily** live or work in close proximity to the projects on which they're voting. City of Phoenix Resolution no. 16870 states, "[a]t least 75 percent of the members [of a Village Planning Committee] shall reside at least 11 months of the year at a property of record or location within the village," and "[u]p to 25 percent may work at a business in the village on a full-time basis, but live outside the village or outside of the city." Without any binding requirements about when a VPC member must disclose his/her property ownership before a vote, **every** member of a VPC could be determined to violate the Ethics Policy.

V. III. Conclusion

In conclusion, the evidence shows that Mr. Jones acted in good faith in fulfilling his duties on the Alhambra VPC, without bias or partiality, and not for personal gain. Using hindsight to punish Mr. Jones, when his conduct did not violate any objective, binding standards is a violation of his due process rights. Moreover, it sets bad precedent for every future ethics complaint received by the Commission. "[A]ll City elected officials, employees, board members, and volunteers," including the members on the Ethics Commission, should fear that **their** conduct may be second-guessed by applying the broad, subjective, and aspirational Ethics Policy. Accordingly, Mr. Jones respectfully requests the Ethics Commission recommend a dismissal of EC21-02 and 22-01.

Aaron M. Duell
Direct: 602.234.8759
Fax: 602.850.9759
E-Mail: aduell@bcattorneys.com

BURCH & CRACCHIOLO
1850 N. Central, Suite 1700, Phoenix, Arizona 85004
602.274.7611 Main Office | 602.234.0341 Fax
www.bcattorneys.com [bcattorneys.com]

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EXHIBIT U

Jeremy Thacker
4520 N 2nd Ave
Phoenix, AZ 85013
jeremynthacker@gmail.com

January 13, 2025

City of Phoenix Ethics Commission
Phoenix, AZ 85003

Dear Members of the City of Phoenix Ethics Commission:

This letter responds to Charley Jones's most recent submission dated January 9, 2025, regarding ethics complaints EC-21-02 and EC-22-01. Mr. Jones's response fails to address the core issue: his active participation and voting on zoning matters where he had a clear financial interest. These actions violated the City of Phoenix Ethics Policy and Arizona law, undermining public trust and the integrity of the Village Planning Committee (VPC) process. Below, I address Mr. Jones's arguments in turn, supported by citations from the Ethics Handbook and Arizona statutes.

1. Substantial Interest Persisted Until Escrow Closure

Mr. Jones claims that his financial interest ceased on January 13, 2021, when contingencies on the sale were removed. However, under **A.R.S. § 38-503(B)**, a substantial financial interest includes any pecuniary interest that could be affected by a public decision. Escrow for the sale of Mr. Jones's property did not close until September 21, 2021, meaning he retained legal ownership and had not received the $2.3 million balance of the sale price during his participation in zoning discussions and votes.

Further Evidence of Financial Interest: Escrow Closure as the Definitive Point

Mr. Jones's assertion that his financial interest ended in January 2021 is contradicted by both legal principles and practical realities. Until escrow closed, Mr. Jones remained the legal owner and had ongoing financial obligations and benefits from the property.

- **Real Estate Contract Statistics**: Nationally, **14%–16% of real estate contracts fail to close**, with even higher rates for commercial properties due to financing and due diligence complexities. This underscores that a signed contract does not equate to a finalized sale.

- **Financial Actions by Mr. Jones**:

  - **Property Insurance**: Did Mr. Jones continue to pay property insurance premiums between January 2021 and September 2021? If he believed he had no financial interest, why would he insure the property?

  - **Rental Income**: Did Mr. Jones continue to collect rent from tenants during this period? If so, this income reflects ongoing ownership and financial benefit.

- **Property Taxes**: Records show that property taxes were paid on the property in March 2021, well after contingencies were removed. If Mr. Jones had no financial interest, why would he have made this payment?

These financial obligations demonstrate that Mr. Jones retained ownership and financial interest in the property until escrow closed, which directly contradicts his claim that his interest ended in January 2021.

Participation Violated Ethics Standards

The City of Phoenix Ethics Handbook states:

> *"If a board member has a conflict of interest, the member must refrain from participating in any manner as a board member in the matter."* (**Section II(C)**).

Despite retaining substantial financial interests, Mr. Jones participated in the January 26, 2021, Alhambra VPC meeting, voted on Z-56-20-4, and advocated for the project in subsequent meetings. These actions breached his ethical obligations, regardless of whether he disclosed his interest.

2. Clarifying the Primary Issue of the Complaint

Mr. Jones mischaracterizes the main thrust of this ethics complaint as focusing solely on his failure to disclose his financial interest. While his lack of disclosure is a significant concern, the primary issue is his participation and voting on matters in which he maintained a substantial financial interest, in violation of Arizona law and the City of Phoenix Ethics Policy.

The Ethics Handbook explicitly states:

> *"If a board member has a conflict of interest, the member must refrain from participating in any manner as a board member in the matter."* (**Section II(C)**).

The crux of this complaint is Mr. Jones's **active participation and voting** during the January 26, 2021, Alhambra VPC meeting and his role in other related activities—such as the February 26, 2021, Pierson Place Neighborhood Association meeting—where he advanced projects from which he stood to benefit financially. These actions directly violated the Handbook's requirement that board members refrain from all participation when conflicts of interest exist.

Disclosure alone would not have remedied these violations. The Ethics Policy and Arizona law require both disclosure and recusal to protect public trust and ensure that board members act impartially. Mr. Jones's failure to recuse himself is the foundation of this complaint, as it undermines the integrity of the decision-making process and creates the appearance of impropriety.

3. Impropriety and Ethics Violations

The Ethics Handbook sets clear expectations for public officials to act with impartiality and avoid impropriety. **Section I(C)** explicitly states:

> *"A public office is a public trust. Public officials must avoid impropriety and even the appearance of impropriety."*

Mr. Jones's selective engagement of Trinsic's representatives at the February 26, 2021, Pierson Place Neighborhood Association meeting, while excluding neighbors opposing the project, demonstrates partiality. This conduct contradicts the Handbook's emphasis on impartiality and fairness, eroding trust in the transparency of the rezoning process.

4. Financial Impact of Rezoning

Mr. Jones's claim that the rezoning of Z-56-20-4 had no financial effect on his properties is speculative and unsupported. Rezoning decisions typically increase property values in redevelopment areas, particularly those designed for high-density projects like Aura Uptown. Mr. Jones's marketing of his properties as "prime redevelopment opportunities" with TOD overlays further demonstrates his awareness of potential financial gains.

Under **Section II(D)(3)(g)** of the Ethics Handbook, a conflict exists when:

> *"The board member has an interest in property that will be uniquely affected by a proposed land use plan, and the adoption of the plan may affect the value of the property (e.g., the plan confers special benefits on the property that are not applied to other similarly situated properties)."*

By failing to disclose his financial interest and participating in discussions and votes affecting Z-56-20-4, Mr. Jones violated the Ethics Policy's prohibition on benefiting from uniquely advantageous land use plans.

5. Vagueness of the Ethics Policy

Mr. Jones argues that the Ethics Policy is unconstitutionally vague, claiming it lacks clear standards for prohibited conduct. This claim is baseless. The Policy includes specific examples of prohibited conduct, such as **ownership of property in close proximity to rezoned areas** or **unique financial benefits derived from land use decisions**. These examples are provided in **Section II(D)(3)** to give board members clarity on how conflicts of interest apply.

Furthermore, the Handbook advises:

> *"If a board member is in doubt of what should be done, opt not to participate."*

The Ethics Policy provides ample guidance, and its provisions align with state statutes such as **A.R.S. § 38-503(B)**. Mr. Jones's failure to adhere to these standards reflects his disregard for ethical obligations, not a deficiency in the Policy itself.

6. Membership in the VPC Does Not Exempt Mr. Jones from Disclosure

While VPC membership requires proximity to the community, the Ethics Handbook makes clear that proximity alone does not create a conflict. Conflicts arise when **financial interests are uniquely affected**. As stated in **Section II(D)(3)(a)** and **(g)**, Mr. Jones's ownership of over a dozen properties within close proximity to Z-56-20-4 and some separated by only a single property created a unique and substantial interest that required disclosure and recusal.

The argument that all VPC members would be in violation under these circumstances is unfounded. The Handbook provides clear standards and examples to distinguish general proximity from uniquely affected financial interests.

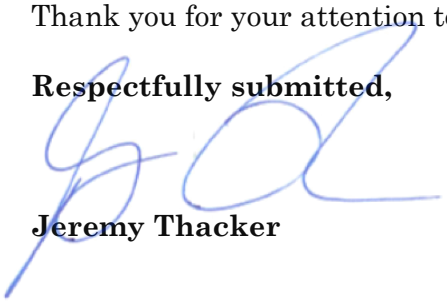
Conclusion

Mr. Jones's response fails to address the substantial evidence of his ethics violations. By participating in rezoning discussions and votes while maintaining financial interests in affected properties, he violated Arizona law and the City of Phoenix Ethics Policy. His selective engagement with stakeholders and speculative claims regarding financial impact only further undermine his credibility.

To ensure the integrity of Phoenix's decision-making processes, I respectfully urge the Ethics Commission to thoroughly investigate these violations and take appropriate action to uphold public trust and accountability.

Thank you for your attention to this matter.

Respectfully submitted,



Jeremy Thacker