City of Phoenix

Agenda

City Council Formal Meeting

Meeting Location:
City Council Chambers
200 W. Jefferson St.
Phoenix, Arizona 85003

Wednesday, May 5, 2021 **2:30 PM** **phoenix.gov**

*****REVISED May 4, 2021*****
Item Requested to be Continued: 8; Items Requested to be Withdrawn: 22-23; Items Added: 73-76

OPTIONS TO ACCESS THIS MEETING

Request to speak at a meeting:

- Register online by visiting the City Council Meetings page on phoenix.gov **at least 1 hour prior to the start of this meeting**. Then, click on this link at the time of the meeting and join the Webex to speak: https://phoenixcitycouncil.webex.com/phoenixcitycouncil/onstage/g.php?MTID=ea5572f670fe69ac6026b24ed7820432b

- Register via telephone at 602-262-6001 **at least 1 hour prior to the start of this meeting**, noting the item number. Then, use the Call-in phone number and Meeting ID listed below at the time of the meeting to call-in and speak.

At the time of the meeting:

- Watch the meeting live streamed on phoenix.gov or Phoenix Channel 11 on Cox Cable, or using the Webex link provided above.

- Call-in to listen to the meeting. Dial 602-666-0783 and Enter Meeting ID 182 974 3851# (for English) or 182 031 6834# (for Spanish). Press # again when prompted for attendee ID.

Para nuestros residentes de habla hispana:

- Para registrarse para hablar en español, llame al 602-262-6001 **al menos 1 hora antes del inicio de esta reunión** e indique el número del tema. El día de la reunión, llame al 602-666-0783 e ingrese el número de identificación de la reunión 182 031 6834 #. El intérprete le indicará cuando sea su turno de hablar.

- Para solamente escuchar la reunión en español, llame a este mismo número el día de la reunión (602-666-0783; ingrese el número de identificación de la reunión 182 031 6834 #). Se proporciona interpretación simultánea para nuestros residentes durante todas las reuniones.

CALL TO ORDER AND ROLL CALL

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*73 **Public Comment on Proposed MOU Between City of Phoenix and AFSCME Local 2384 (Unit 2) ***REQUEST TO ADD-ON***** Citywide - Page 1226

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*75 **Public Comment on Proposed MOU Between City of Phoenix and AFSCME Local 2960 (Unit 3) ***REQUEST TO ADD-ON***** Citywide - Page 1292

*76 **Approving the Memorandum of Understanding Between City of Phoenix and AFSCME Local 2960 (Unit 3) (Resolution 21923) ***REQUEST TO ADD-ON***** Citywide - Page 1293

REPORTS FROM CITY MANAGER, COMMITTEES OR CITY OFFICIALS

000 CITIZEN COMMENTS

ADJOURN

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 1

For Approval or Correction, the Minutes of the Formal Meeting on Jan. 29, 2020

Summary

This item transmits the minutes of the Formal Meeting of Jan. 29, 2020, for review, correction and/or approval by the City Council.

The minutes are available for review in the City Clerk Department, 200 W. Washington St., 15th Floor.

Responsible Department

This item is submitted by Deputy City Manager Toni Maccarone and the City Clerk Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 2

For Approval or Correction, the Minutes of the Formal Meeting on Feb. 5, 2020

Summary

This item transmits the minutes of the Formal Meeting of Feb. 5, 2020, for review, correction and/or approval by the City Council.

The minutes are available for review in the City Clerk Department, 200 W. Washington St., 15th Floor.

Responsible Department

This item is submitted by Deputy City Manager Toni Maccarone and the City Clerk Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 3

Mayor and Council Appointments to Boards and Commissions

Summary

This item transmits recommendations from the Mayor and Council for appointment or reappointment to City Boards and Commissions.

Responsible Department

This item is submitted by the Mayor's Office.

ATTACHMENT A

City of Phoenix

To: City Council **Date:** May 5, 2021

From: Mayor Kate Gallego

Subject: BOARDS AND COMMISSIONS – APPOINTEES

The purpose of this memo is to provide recommendations for appointments to the following Boards and Commissions:

Ahwatukee Foothills Village Planning Committee

I recommend the following for reappointment:

Alexander Benezra
Mr. Benezra is serving his third term to expire November 19, 2021.

Central City Village Planning Committee

Vice Mayor Carlos Garcia recommends the following for appointment:

Nicholas Gonzalez
Mr. Gonzalez is the Owner of Estas Manos Coffee Roasters and a resident of District 8. He fills a vacancy for a partial term to expire November 19, 2021.

Development Advisory Board

Councilwoman Yassamin Ansari and I recommend the following for appointment:

Dominike Nabors
Mr. Nabors is a Program Manager at Local First Arizona and a resident of District 7. He fills a vacancy in the Neighborhood Interest category for a term to expire May 5, 2024.

I recommend the following for reappointment:

Brian Stark
Mr. Stark will serve his second term to expire May 2, 2024.

Ethics Commission

I recommend the following for appointment, as recommended by the Ad Hoc Committee on Ethics Commission Appointments:

Lanette Campbell
Ms. Campbell will serve as one of two Democrats on the board and is a resident of District 8. She will serve a three-year term, expiring on May 5, 2024.

Carlos Galindo-Elvira
Mr. Galindo-Elvira will serve as one of two Democrats on the board and is a resident of District 7. He will serve a five-year term, expiring on May 5, 2026.

Michael Langley
Mr. Langley will serve as one of one Unaffiliated on the board and is a resident of District 4. He will serve a five-year term, expiring on May 5, 2026.

Jose Samuel Leyvas III
Mr. Leyvas III will be serving as one of two Republicans on the board and is a resident of District 7. He will serve a three-year term, expiring on May 5, 2024.

Cheryl Pietkiewicz
Ms. Pietkiewicz will be serving as one of two Republicans on the board and is a resident of District 2. She will serve a five-year term, expiring on May 5, 2026.

Fire Safety Advisory Board

I recommend the following for appointment:

Jessica Hill
Ms. Hill is the General Manager at The Van Buren and a resident of District 4. She fills a vacancy in the Special Events Coordinator category for a term to expire September 30, 2024.

Joe McElvaney
Mr. McElvaney is a Fire Protection Engineer at The Hiller Companies and a resident of District 8. He fills a vacancy in the Resident of Phoenix category for a term to expire September 30, 2024.

I recommend the following for reappointment:

Brian Cassidy
Mr. Cassidy is serving his second term to expire September 30, 2024.

Human Services Commission

I recommend the following for appointment:

Itoro Elijah
Dr. Elijah is a physician and a resident of District 7. She fills a Category III vacancy for a term to expire June 30, 2022.

Laveen Village Planning Committee

Vice Mayor Carlos Garcia recommends the following for appointment:

Gizette Knight
Ms. Knight is the Community Coordination Chair for the West Valley NAACP and a resident of District 8. She fills a vacancy for a term to expire November 19, 2022.

Phoenix Youth and Education Commission

I recommend the following for appointment:

Dana Naimark
Ms. Naimark is a Consultant at Wolfe Naimark Policy and Strategy and a resident of District 7. She fills a vacancy for a partial term to expire August 31, 2021.

I and Vice Mayor Carlos Garcia recommend the following for appointment:

Rene Rosales
Mr. Rosales is a Student Services Analyst at South Mountain Community College and a resident of District 8. He fills a vacancy for a partial term to expire August 31, 2021.

Planning Commission

I recommend the following for appointment:

Lisa Perez
Ms. Perez is a Principal at Onyx Consulting Group, LLC and a resident of District 7. She will replace John Montalvo II for a term to expire April 15, 2024.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 4

Liquor License - Sprouts Farmers Market #9

Request for a liquor license. Arizona State License Application 142874 & 142874S.

Summary

Applicant
Amy Nations, Agent

License Type
Series 10 & 10S - Beer and Wine Store with Sampling Privileges

Location
4201 W. Thunderbird Road
Zoning Classification: PSC
Council District: 1

This request is for a new liquor license for a grocery store. This location was not previously licensed for liquor sales and does not have an interim permit. This business is currently being remodeled with plans to open in June 2021.

The 60-day limit for processing this application is May 17, 2021.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona
This information is not provided due to the multiple ownership interests held by the

applicant in the State of Arizona.

Public Opinion
No protest or support letters were received within the 20-day public comment period.

Applicant's Statement
The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"We train all of our employees in responsible liquor service. We conduct regular audits to ensure they comply."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"This added service would allow our customers a 'one stop shop' as we are a full service market."

Staff Recommendation
Staff recommends approval of this application noting the applicant must resolve any pending City of Phoenix building and zoning requirements, and be in compliance with the City of Phoenix Code and Ordinances.

Attachments
Liquor License Data - Sprouts Farmers Market #9
Liquor License Map - Sprouts Farmers Market #9

Responsible Department
This item is submitted by Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: SPROUTS FARMERS MARKET #9

Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	1	1
Beer and Wine Bar	7	2	0
Liquor Store	9	5	0
Beer and Wine Store	10	1	0
Restaurant	12	7	1

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	43.40	45.67	45.75
Violent Crimes	7.97	7.21	6.47

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within ½ mile radius

Property Violation Data

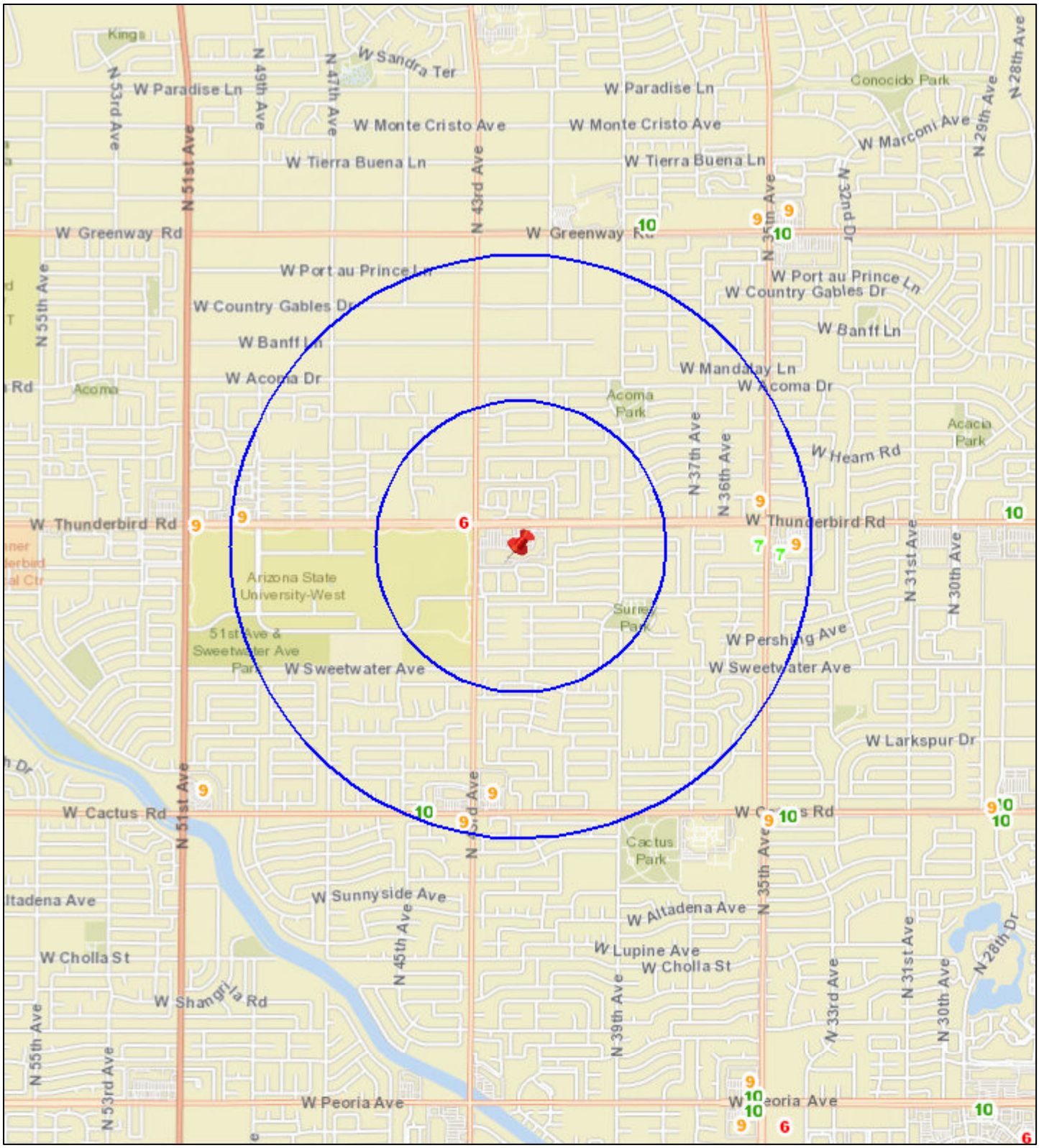
Description	Average	1/2 Mile Average
Parcels w/Violations	57	55
Total Violations	93	85

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1042021	1471	85 %	2 %	7 %
1042023	1420	88 %	18 %	4 %
1042121	1193	15 %	0 %	17 %
1042123	1683	79 %	0 %	10 %
1042124	2501	80 %	3 %	5 %
1042181	1368	85 %	8 %	6 %
1042191	1602	85 %	0 %	13 %
Average		61 %	13 %	19 %

Liquor License Map: SPROUTS FARMERS MARKET #9

4201 W THUNDERBIRD RD



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Date: 3/22/2021

0 0.2 0.4 0.8 1.2 1.6 mi

City Clerk Department

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 5

Liquor License - Chino Bandido

Request for a liquor license. Arizona State License Application 140343.

Summary

Applicant
Eve Collins, Agent

License Type
Series 12 - Restaurant

Location
310 W. Bell Road
Zoning Classification: C-2
Council District: 3

This request is for a new liquor license for a restaurant. This location was not previously licensed for liquor sales and does not have an interim permit.

The 60-day limit for processing this application is May 14, 2021.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona
The ownership of this business has an interest in other active liquor license(s) in the State of Arizona. This information is listed below and includes liquor license violations

on file with the AZ Department of Liquor Licenses and Control and, for locations within the boundaries of Phoenix, the number of aggregate calls for police service within the last 12 months for the address listed.

Chino Bandido (Series 12)
15414 N. 19th Ave., Ste. K, Phoenix
Calls for police service: 8
Liquor license violations: None

Public Opinion
No protest or support letters were received within the 20-day public comment period.

Applicant's Statement
The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"I have completed and received certification for Management and Basic Liquor programs each 3 years for the last 30 years at original location 15414 N. 19th Ave., Phoenix, Arizona without any citations."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"Liquor at our establishment is sold for convenience with meals."

Staff Recommendation
Staff recommends approval of this application noting the applicant must resolve any pending City of Phoenix building and zoning requirements, and be in compliance with the City of Phoenix Code and Ordinances.

Attachments
Liquor License Data - Chino Bandido
Liquor License Map - Chino Bandido

Responsible Department
This item is submitted by Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: CHINO BANDIDO

Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	3	0
Beer and Wine Bar	7	2	0
Liquor Store	9	7	2
Beer and Wine Store	10	10	3
Restaurant	12	15	4

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	43.40	116.24	128.76
Violent Crimes	7.97	18.63	23.14

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within ½ mile radius

Property Violation Data

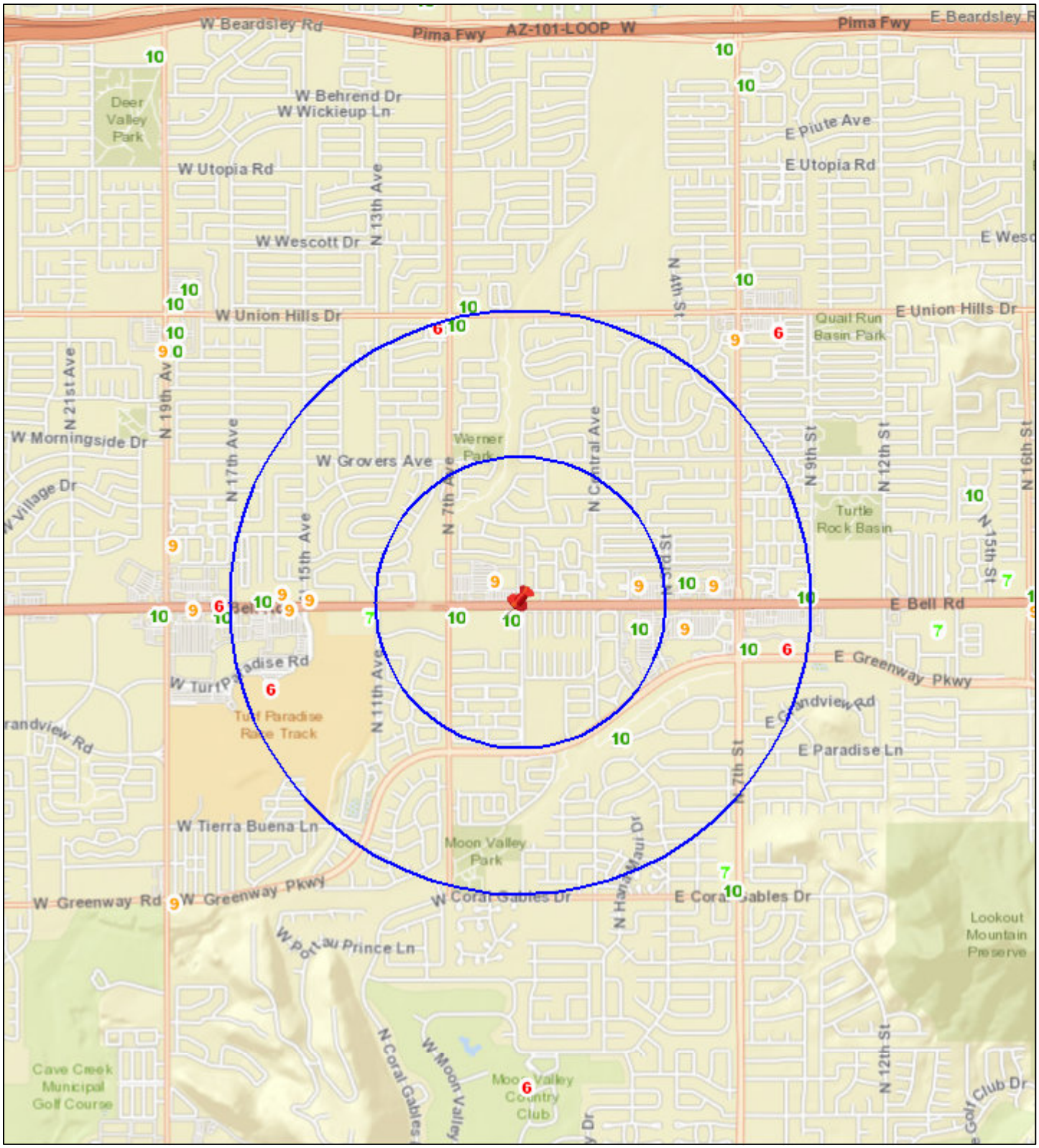
Description	Average	1/2 Mile Average
Parcels w/Violations	57	18
Total Violations	93	36

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1036041	2174	87 %	7 %	29 %
1036042	664	92 %	17 %	9 %
1036043	1058	42 %	16 %	4 %
6188003	1746	38 %	21 %	7 %
6188004	1245	35 %	20 %	30 %
6189001	1603	54 %	10 %	6 %
6189003	741	93 %	0 %	0 %
6189004	1183	83 %	15 %	1 %
6189005	1013	0 %	37 %	22 %
Average		61 %	13 %	19 %

Liquor License Map: CHINO BANDIDO

310 W BELL RD



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Date: 3/18/2021

0 0.2 0.4 0.8 1.2 1.6 mi

City Clerk Department

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 6

Liquor License - Tacos Chiwas

Request for a liquor license. Arizona State License Application 142411.

Summary

Applicant
Armando Hernandez, Agent

License Type
Series 12 - Restaurant

Location
1028 E. Indian School Road
Zoning Classification: C-2
Council District: 4

This request is for a new liquor license for a restaurant. This location was previously licensed for liquor sales and does not have an interim permit.

The 60-day limit for processing this application is May 11, 2021.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona
The ownership of this business has an interest in other active liquor license(s) in the State of Arizona. This information is listed below and includes liquor license violations

on file with the AZ Department of Liquor Licenses and Control and, for locations within the boundaries of Phoenix, the number of aggregate calls for police service within the last 12 months for the address listed.

Tacos Chiwas (Series 12)
127 W. Main St., Mesa
Calls for police service: N/A - not in Phoenix
Liquor license violations: None

Tacos Chiwas (Series 12)
1923 E. McDowell Road, Phoenix
Calls for police service: 3
Liquor license violations: In August 2018, a fine of $750 was paid for selling without a license and on sale retail personnel records.

Public Opinion
No protest or support letters were received within the 20-day public comment period.

Applicant's Statement
The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"I understand the basic requirement needed to hold a liquor license and have maintained them in accordance to all regulations."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"We are a family owned business that is very involved in the community and we need the license to be able to thrive in the community."

Staff Recommendation
Staff recommends approval of this application.

Attachments
Liquor License Data - Tacos Chiwas
Liquor License Map - Tacos Chiwas

Responsible Department

This item is submitted by Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: TACOS CHIWAS

Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	11	4
Beer and Wine Bar	7	1	0
Liquor Store	9	4	3
Beer and Wine Store	10	9	2
Restaurant	12	19	3

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	43.40	116.74	152.86
Violent Crimes	7.97	22.10	32.16

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within ½ mile radius

Property Violation Data

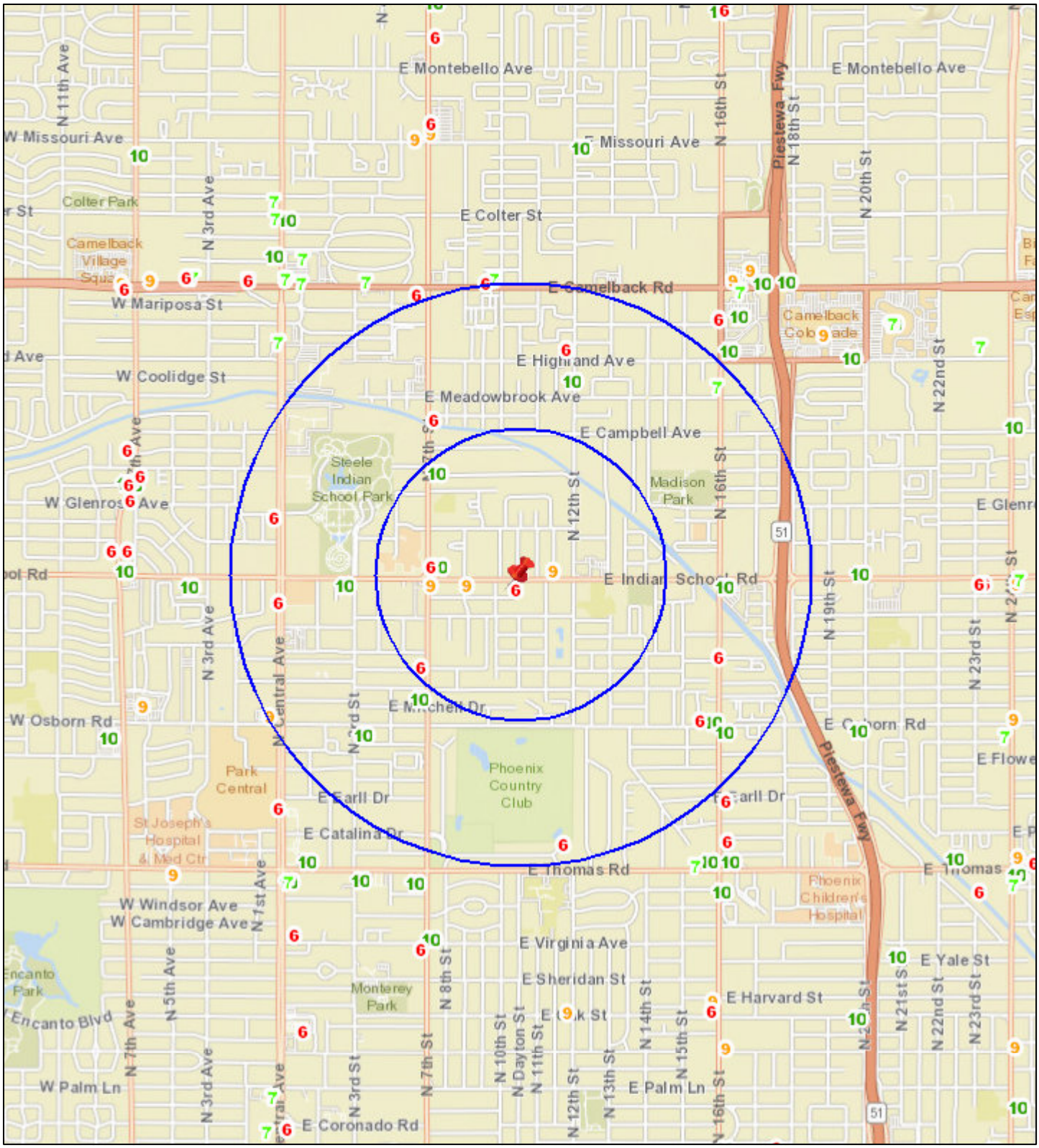
Description	Average	1/2 Mile Average
Parcels w/Violations	57	208
Total Violations	93	394

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1086011	1374	18 %	29 %	41 %
1086012	1402	58 %	36 %	46 %
1086022	1187	11 %	25 %	52 %
1086023	650	23 %	34 %	15 %
1086024	1171	24 %	9 %	12 %
1105021	1057	13 %	34 %	30 %
1106001	1027	29 %	17 %	34 %
1106002	1339	64 %	17 %	24 %
1106003	801	27 %	29 %	49 %
1171001	2126	10 %	15 %	10 %
Average		61 %	13 %	19 %

Liquor License Map: TACOS CHIWAS

1028 E INDIAN SCHOOL RD



N

Date: 3/15/2021

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City Clerk Department

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 7

Liquor License - Cobblestone Auto Spa & Market #19

Request for a liquor license. Arizona State License Application 142169.

Summary

Applicant
Amy Nations, Agent

License Type
Series 10 - Beer and Wine Store

Location
4601 E. Chandler Blvd.
Zoning Classification: C-2
Council District: 6

This request is for a new liquor license for a convenience store that sells gas. This location was previously licensed for liquor sales and may currently operate with an interim permit.

The 60-day limit for processing this application is May 10, 2021.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona
This information is not provided due to the multiple ownership interests held by the

applicant in the State of Arizona.

Public Opinion
No protest or support letters were received within the 20-day public comment period.

Applicant's Statement
The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"We own and operate multiple Cobblestones throughout the Valley. We will ensure all of our employees attend the Title 4 Arizona Liquor Law training."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"This location has been open and operating serving the neighborhood. Cobblestone will be a great addition to the area."

Staff Recommendation
Staff recommends approval of this application.

Attachments
Liquor License Data - Cobblestone Auto Spa & Market #19
Liquor License Map - Cobblestone Auto Spa & Market #19

Responsible Department
This item is submitted by Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: COBBLESTONE AUTO SPA & MARKET #19

Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	2	0
Beer and Wine Bar	7	1	0
Liquor Store	9	3	1
Beer and Wine Store	10	8	3
Restaurant	12	18	10

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	43.40	36.46	60.50
Violent Crimes	7.97	4.59	8.28

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within ½ mile radius

Property Violation Data

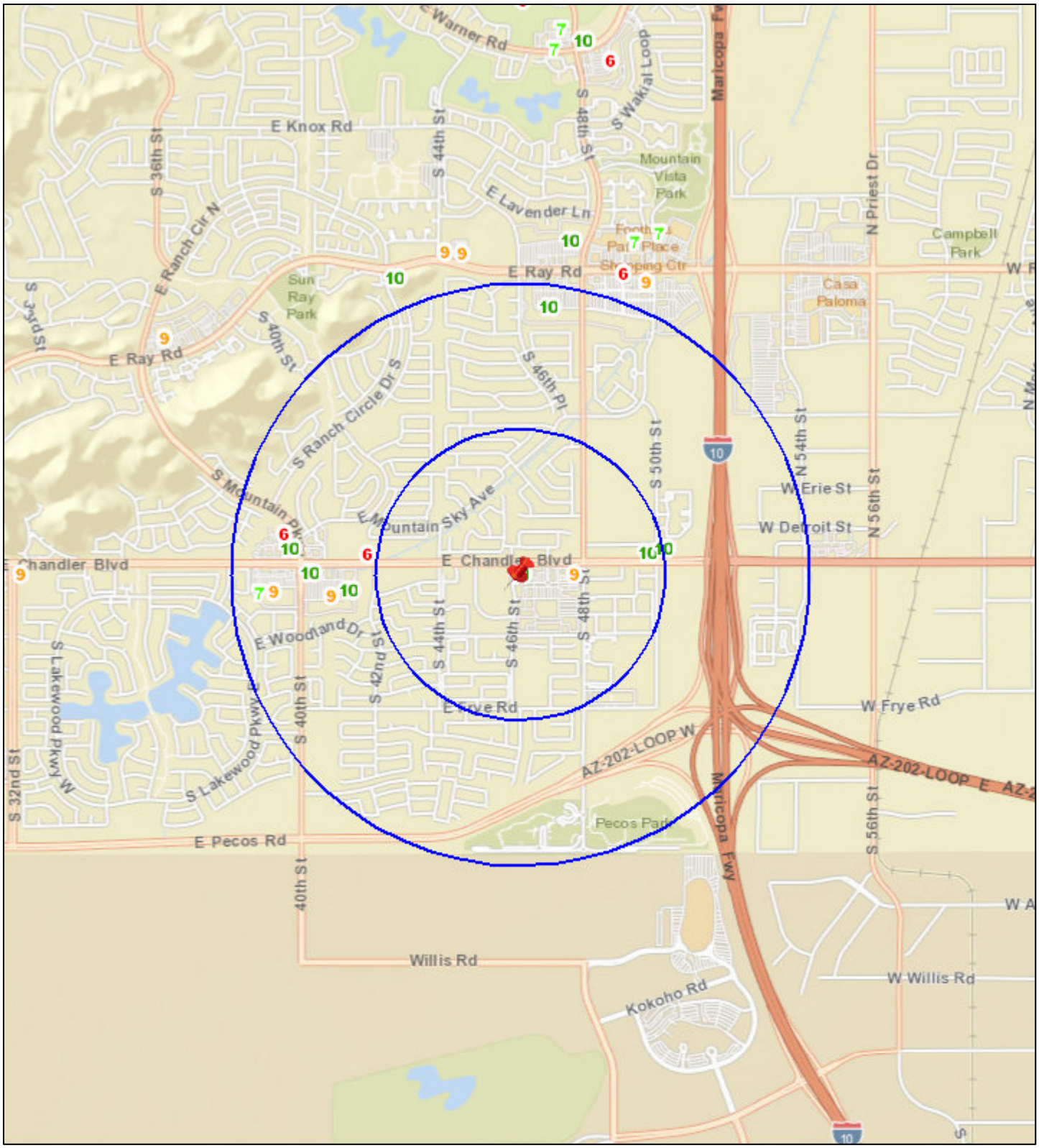
Description	Average	1/2 Mile Average
Parcels w/Violations	57	34
Total Violations	93	42

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1167121	2721	19 %	15 %	9 %
1167122	1832	76 %	0 %	3 %
1167123	2451	69 %	5 %	8 %
1167191	1679	87 %	3 %	2 %
1167192	1023	3 %	7 %	22 %
1167194	2185	77 %	0 %	4 %
Average		61 %	13 %	19 %

Liquor License Map: COBBLESTONE AUTO SPA & MARKET #19

4601 E CHANDLER BLVD



N

Date: 3/12/2021

0 0.2 0.4 0.8 1.2 1.6 mi

City Clerk Department

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** *8

REQUEST TO CONTINUE (SEE ATTACHED MEMO) Liquor License - The Wine Curator

Request for a liquor license. Arizona State License Application 139287.

Summary

Applicant
Jeffrey Miller, Agent

License Type
Series 10 - Beer and Wine Store

Location
3818 E. Indian School Road
Zoning Classification: R-5
Council District: 6

This request is for a new liquor license for a wine store. This location was not previously licensed for liquor sales and does not have an interim permit. Package liquor sales is not a permitted use in this zoning district. This business has plans to open in October 2021.

The 60-day limit for processing this application was April 24, 2021. However, the applicant has submitted a written request for more time.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona
This applicant does not hold an interest in any other active liquor license in the State of Arizona.

Public Opinion
No protest or support letters were received within the 20-day public comment period.

Applicant's Statement
The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"I will abide by all Title 4 liquor laws."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"I am opening a small wine shop for customers to stop in and pick up a bottle of wine."

Staff Recommendation
Staff recommends approval of this application noting the applicant must resolve any pending City of Phoenix building and zoning requirements, and be in compliance with the City of Phoenix Code and Ordinances.

Attachments
Liquor License Data - The Wine Curator
Liquor License Map - The Wine Curator

Responsible Department
This item is submitted by Deputy City Manager Toni Maccarone and the City Clerk Department.

City of Phoenix

To: Toni Maccarone
Deputy City Manager

Date: May 3, 2021

From: Denise Archibald
City Clerk

Subject: REQUEST TO CONTINUE ITEM 8, LIQUOR LICENSE – THE WINE CURATOR, FROM THE MAY 5, 2021, FORMAL CITY COUNCIL AGENDA

The City Clerk Department requests to continue Item 8, Liquor License – The Wine Curator, to the July 1, 2021, Formal agenda. The applicant has filed a written request for additional time from the City of Phoenix and the State of Arizona to address issues related to the location.

Approved by:

Toni Maccarone

Toni Maccarone
Deputy City Manager

May 4, 2021
Date

Liquor License Data: THE WINE CURATOR

Liquor License

Description	Series	1 Mile	1/2 Mile
Wholesaler	4	1	0
Bar	6	4	2
Beer and Wine Bar	7	6	3
Liquor Store	9	3	1
Beer and Wine Store	10	6	3
Restaurant	12	44	17

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	43.40	70.62	84.28
Violent Crimes	7.97	8.01	8.38

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within ½ mile radius

Property Violation Data

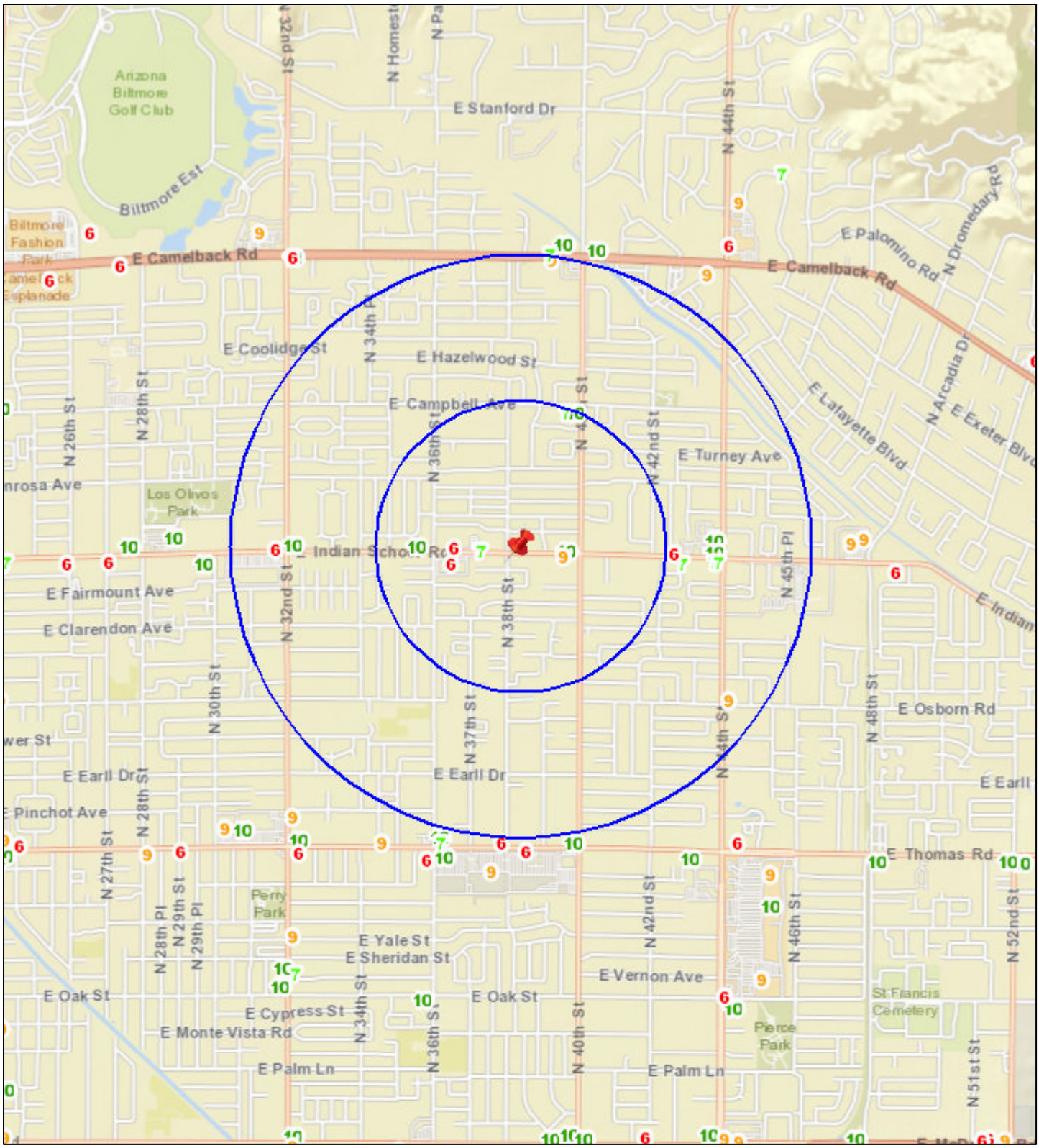
Description	Average	1/2 Mile Average
Parcels w/Violations	59	49
Total Violations	97	82

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1082003	1225	76 %	13 %	17 %
1083013	982	75 %	18 %	1 %
1083021	1229	70 %	16 %	3 %
1083022	1824	50 %	13 %	4 %
1109011	665	96 %	10 %	13 %
1109021	2609	33 %	21 %	40 %
1109022	2224	39 %	7 %	18 %
1110001	781	25 %	11 %	3 %
1110002	1105	63 %	8 %	19 %
Average		61 %	13 %	19 %

Liquor License Map: THE WINE CURATOR

3818 E INDIAN SCHOOL RD



N

Date: 2/25/2021

0 0.2 0.4 0.8 1.2 1.6 mi

City Clerk Department

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 9

Liquor License - Quality Distributor

Request for a liquor license. Arizona State License Application 142419.

Summary

Applicant
Gerard Barbera, Agent

License Type
Series 4 - Wholesaler

Location
11 E. Jones Ave., Ste. B
Zoning Classification: C-2 RSIO
Council District: 7

This request is for a new liquor license for a wholesaler. This location was not previously licensed for liquor sales and does not have an interim permit.

The 60-day limit for processing this application is May 11, 2021.

Pursuant to A.R.S. 4-203, consideration may be given only to the applicant's personal qualifications, and not to the location.

Other Active Liquor License Interest in Arizona
The ownership of this business has an interest in other active liquor license(s) in the State of Arizona. This information is listed below and includes liquor license violations on file with the AZ Department of Liquor Licenses and Control and, for locations within the boundaries of Phoenix, the number of aggregate calls for police service within the last 12 months for the address listed.

Quality Distributor (Series 4)
431 N. 47th Ave., Phoenix
Calls for police service: 4

Liquor license violations: None

Public Opinion
No protest or support letters were received within the 20-day public comment period.

Applicant's Statement
The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"I am the owner of Benny enterprises, inc., dba: Quality Distributor, a California Corporation expanding to The State of Arizona. My company is a licensed importer and distributor of alcoholic beverages and supplier to national, regional and local retailers. Due to demand from our existing accounts, we are entering Arizona to best serve them as well as the Arizona community."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"We intent on delivering quality, in-demand products to existing businesses throughout the state in support thier corporate growth and to service their customers; i.e, Arizona residents. The community will benefit from better selection and availability at their favorite retailers and on the whole from employment opportunities and increased tax revenue."

Staff Recommendation
Staff recommends approval of this application noting the applicant must resolve any pending City of Phoenix building and zoning requirements, and be in compliance with the City of Phoenix Code and Ordinances.

Attachments
Liquor License Data - Quality Distributor
Liquor License Map - Quality Distributor

Responsible Department
This item is submitted by Deputy City Manager Toni Maccarone and the City Clerk Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 10

Liquor License - Hyatt Place Phoenix Downtown

Request for a liquor license. Arizona State License Application 140315.

Summary

Applicant
Andrea Lewkowitz, Agent

License Type
Series 11 - Hotel/Motel

Location
150 W. Adams St.
Zoning Classification: DTC-Business Core
Council District: 7

This request is for a new liquor license for a hotel. This location was not previously licensed for liquor sales and does not have an interim permit. This business has plans to open in May 2021.

The 60-day limit for processing this application is May 16, 2021.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona
The ownership of this business has an interest in other active liquor license(s) in the

State of Arizona. This information is listed below and includes liquor license violations on file with the AZ Department of Liquor Licenses and Control and, for locations within the boundaries of Phoenix, the number of aggregate calls for police service within the last 12 months for the address listed.

AC Hotel Tempe (Series 6)
100 E. Rio Salado Pkwy., Tempe
Calls for police service: N/A - not in Phoenix
Liquor license violations: None

Public Opinion
No protest or support letters were received within the 20-day public comment period.

Applicant's Statement
The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"Applicant is committed to upholding the highest standards for business and maintaining compliance with applicable laws. Managers and staff will be trained in the techniques of legal and responsible alcohol sales and service."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"Hyatt Place Phoenix downtown will have 238 guest rooms in heart of downtown near shops, restaurants, sports stadiums and concert venues. The hotel will include meeting spaces, a fitness center, and a full-service restaurant and bar. The hotel would like to offer guests 21 and over the opportunity to enjoy alcoholic beverages for on-premises consumption."

Staff Recommendation
Staff recommends approval of this application noting the applicant must resolve any pending City of Phoenix building and zoning requirements, and be in compliance with the City of Phoenix Code and Ordinances.

Attachments
Liquor License Data - Hyatt Place Phoenix Downtown
Liquor License Map - Hyatt Place Phoenix Downtown

Responsible Department

This item is submitted by Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: HYATT PLACE PHOENIX DOWNTOWN

Liquor License

Description	Series	1 Mile	1/2 Mile
Microbrewery	3	3	1
Wholesaler	4	1	0
Government	5	8	2
Bar	6	40	27
Beer and Wine Bar	7	13	6
Liquor Store	9	2	2
Beer and Wine Store	10	11	2
Hotel	11	7	4
Restaurant	12	78	41
Club	14	3	1

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	43.40	146.97	210.93
Violent Crimes	7.97	46.28	57.96

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within ½ mile radius

Property Violation Data

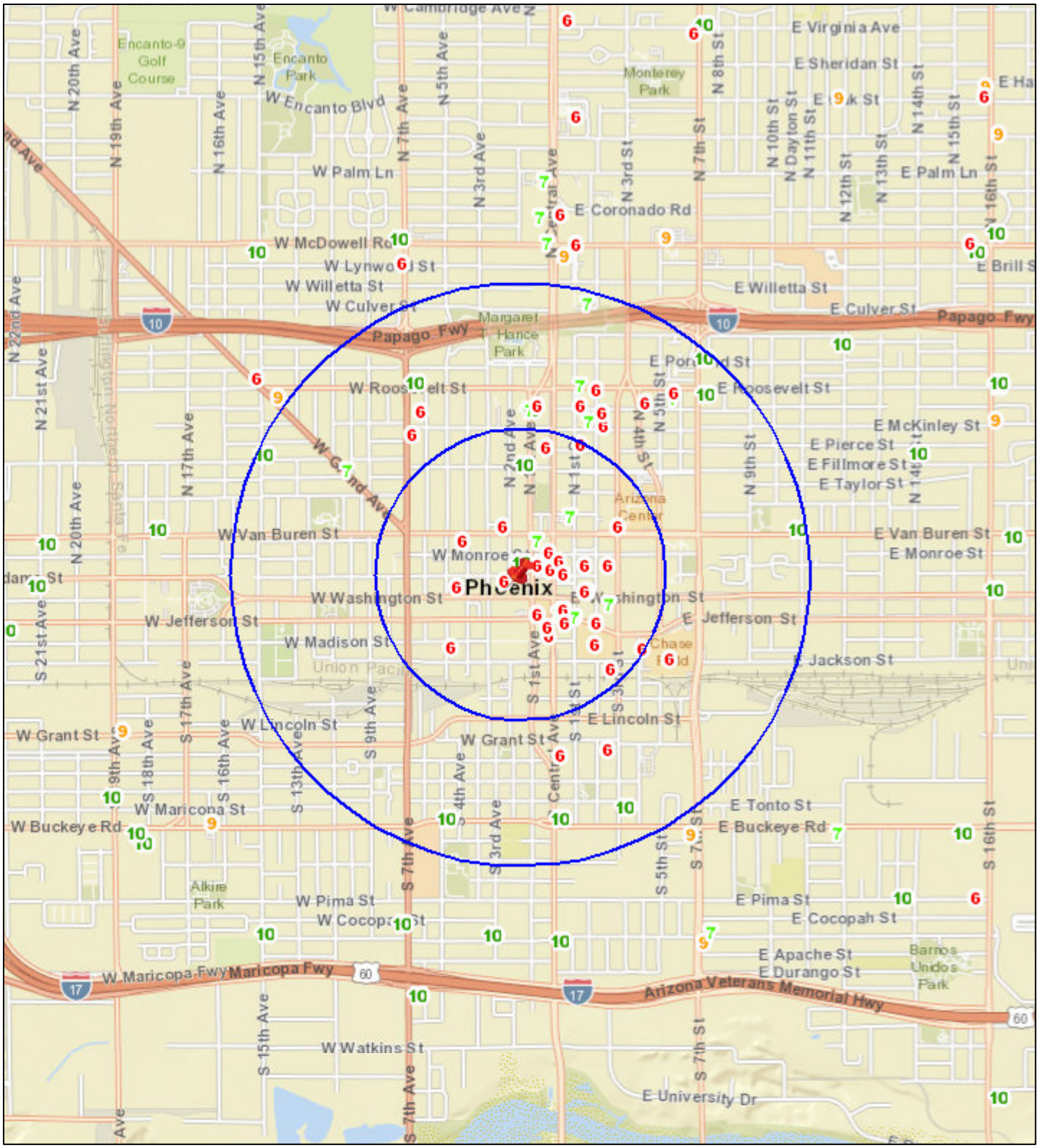
Description	Average	1/2 Mile Average
Parcels w/Violations	57	42
Total Violations	93	61

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1129002	815	37 %	22 %	24 %
1129003	1372	4 %	18 %	40 %
1131001	1015	7 %	8 %	28 %
1131002	1242	3 %	7 %	33 %
1141001	2299	16 %	37 %	44 %
1142001	1321	36 %	22 %	50 %
1143011	1389	22 %	15 %	57 %
Average		61 %	13 %	19 %

Liquor License Map: HYATT PLACE PHOENIX DOWNTOWN

150 W ADAMS ST



N

Date: 3/19/2021

0 0.2 0.4 0.8 1.2 1.6 mi

City Clerk Department

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 11

Liquor License - Del Monte Market

Request for a liquor license. Arizona State License Application 142195.

Summary

Applicant
Wilman Garcia Perez, Agent

License Type
Series 10 - Beer and Wine Store

Location
2659 W. Dobbins Road
Zoning Classification: C-2 HP
Council District: 8

This request is for a new liquor license for a new beer and wine store. This location was previously licensed for liquor sales and may currently operate with an interim permit.

The 60-day limit for processing this application is May 10, 2021.

Pursuant to A.R.S. 4-203, a spirituous liquor license shall be issued only after satisfactory showing of the capability, qualifications and reliability of the applicant and that the public convenience and the best interest of the community will be substantially served by the issuance. If an application is filed for the issuance of a license for a location, that on the date the application is filed has a valid license of the same series issued at that location, there shall be a rebuttable presumption that the public convenience and best interest of the community at that location was established at the time the location was previously licensed. The presumption shall not apply once the licensed location has not been in use for more than 180 days.

Other Active Liquor License Interest in Arizona
This applicant does not hold an interest in any other active liquor license in the State of Arizona.

Public Opinion
No protest or support letters were received within the 20-day public comment period.

Applicant's Statement
The applicant submitted the following statement in support of this application. Spelling, grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because:
"For the last four years I have been managing this store and over all I have 30 years experience."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"For many people in this community this store is very essential; they like the fact that they could walk to the store and is very convenient since the nearest grocery store is very very far away Here they can buy from A-Z. they come to play their AZ lottery, get their beverages and groceries."

Staff Recommendation
Staff recommends approval of this application.

Attachments
Liquor License Data - Del Monte Market
Liquor License Map - Del Monte Market

Responsible Department
This item is submitted by Deputy City Manager Toni Maccarone and the City Clerk Department.

Liquor License Data: DEL MONTE MARKET

Liquor License

Description	Series	1 Mile	1/2 Mile
Beer and Wine Store	10	1	1

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	43.40	7.08	4.45
Violent Crimes	7.97	0.58	0.42

*Citywide average per square mile **Average per square mile within 1 mile radius ***Average per square mile within ½ mile radius

Property Violation Data

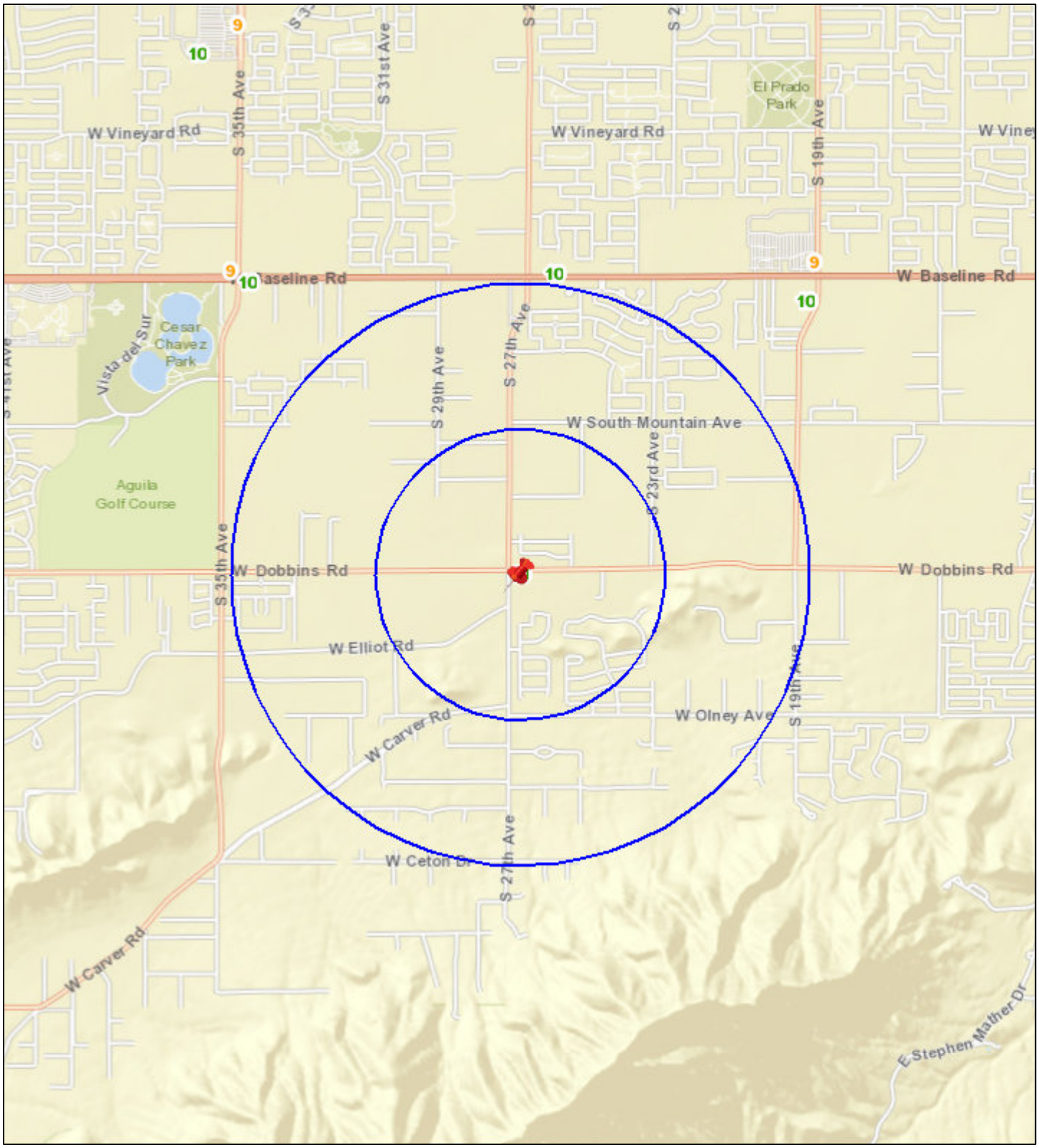
Description	Average	1/2 Mile Average
Parcels w/Violations	57	2
Total Violations	93	2

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1166123	1051	98 %	0 %	17 %
1166133	1862	95 %	14 %	9 %
1167321	2659	85 %	14 %	33 %
Average		61 %	13 %	19 %

Liquor License Map: DEL MONTE MARKET

2659 W DOBBINS RD



N

Date: 3/12/2021

0 0.2 0.4 0.8 1.2 1.6 mi

City Clerk Department

PAYMENT ORDINANCE (Ordinance S-47506) (Items 12-20)

Ordinance S-47506 is a request to authorize the City Controller to disburse funds, up to amounts indicated below, for the purpose of paying vendors, contractors, claimants and others, and providing additional payment authority under certain existing city contracts. This section also requests continuing payment authority, up to amounts indicated below, for the following contracts, contract extensions and/or bids awarded. As indicated below, some items below require payment pursuant to Phoenix City Code Section 42-13.

12 **FX Tactical LLC**

For $25,500.00 in payment authority to purchase 46 Paraclete helmets and helmet bags for the Police Department. Helmets are necessary to ensure officers' safety during high-risk events. The Paraclete helmet provides the most protection in these types of situations and comes with a seven-year warranty.

13 **Coulter Ventures, LLC, doing business as Rogue Fitness**

For $18,600.00 in payment authority to purchase physical therapy and rehabilitation equipment for the Fire Department. The equipment is needed for the program which provides in-house physical therapy and rehabilitation, by a licensed physical therapist for firefighters recovering from job-related injuries and surgeries, with emphasis on specific mechanics geared to the firefighter job functions.

14 **Atlantic Diving Supply, Inc**

For $47,000.00 in payment authority to purchase a Flat Panel X-ray Nano with battery charger accessory kit for the Police Department. The Homeland Defense Bureau's Bomb Squad will use the equipment to obtain rapid images of suspected hazardous devices and improvised explosive devices. The device is small, light, and portable, allowing the

technician to respond to incidents safely by providing real-time X-ray scans remotely. Hazardous incidents encountered by the Bomb Squad requires specialized equipment to mitigate hazards to the community and to the first responders. The item will be paid for with the FY 2020 State Homeland Security Grant Program, Explosive Ordnance Disposal Enhancement Grant.

15 **Regupol Zebra Athletics LLC**

For $60,445.00 in payment authority to purchase and install physical fitness mats for the Police Department. The purchase will allow the replacement of the current mats which have exceeded the useful life, are out of warranty as of 2017, and are no longer safe to train on due to tears in the material. The new mats will be installed in the Department's current two training rooms and a third new training room, which will increase the volume of training that can be conducted.

16 **Ignazio Edward Genna**

For $79,500.00 in payment authority for a new contract, entered on or about May 5, 2021 for a term of five years until May 4, 2026 to provide Interest-Based Mediation (IBM) services and training in the principles and practices of Interest-Based Problem Solving (IBPS) for the Human Resources Department. IBM services will be provided to achieve resolutions using IBM techniques. The Labor Relations Division of the Human Resources Department, City Management and multiple Union partners will participate in the IBPS training. IBPS is a facilitation and conciliation technique used to promote productive, respectful, and safe negotiation and working environments. The goal of the training is to provide the tools to reach mutually agreeable solutions while building stronger working relationships between the City and its labor groups during the two-year contracts and throughout the year while addressing labor-management concerns.

17 **Websolv Computing, Inc. doing business as ecfirst**

For $60,495.00 in payment authority for a new contract, to be entered on or about May 6, 2021 for a one-year term to assist the City of Phoenix with Health Insurance Portability and Accountability Act procedures, gap and risk analysis, training, and governance program in support of departments citywide for the Information Technology Services Department. The

request is necessary to ensure a consistent approach to our operations and regulatory compliance.

18 **ReluTech, LLC**

For $24,024.00 in payment authority to purchase six months of maintenance and support for three of the City's Hitachi Virtual Storage Platform (VSP) for the Information Technology Services Department. The three VSP's will reach end of service life and will no longer be supported by Hitachi. Maintenance and support are critical, as VSP's are the primary management interface for all Hitachi based storage systems in the City and service interruptions could cause systems failure and un-recoverable loss of data. Systems potentially affected would be SAP, eCHRIS, BRASS and other vital administrative systems within the City.

19 **Maricopa Association of Governments**

For $202,282.00 in payment authority for annual membership dues and assessments for FY 2020-21 for the Office of Government Relations, Public Works, Finance, Water Services and Human Services departments. The Maricopa Association of Governments (MAG) is a Council of Governments that serve as the regional planning agency for the metropolitan Phoenix area. MAG is the air quality planning agency and Metropolitan Planning Organization for transportation in Maricopa County; this includes the neighboring urbanized area in Pinal County, containing the Town of Florence and City of Maricopa. MAG provides regional planning and policy decisions in areas of transportation, air quality, water quality, and human services.

20 **Herc Rentals, Inc.**

For $17,301.15 in payment authority for the fueling of rental generators needed during a power outage at the 27th Avenue Transfer Station. The Public Works Department provides backup generators to power areas of the 27th Avenue Transfer Station for the duration of a power outage. The backup power ensures the facility maintains operations and can provide services to the public. Fueling the generators is necessary to provide ongoing generator power for continued operations of the facility and to prevent increased operational costs and temporary site closure.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 21

Reopening City Services in the Parks and Recreation and Human Services Departments

Request authorization for the City Manager, or his designee, to reopen City facilities and activities in the Parks and Recreation and Human Services departments on the Monday after Memorial Day, which is June 7, 2021.

Summary

In March 2020, the Phoenix Parks and Recreation and Human Services departments responded to the spread of COVID-19 and closed facilities to in-person visits and services. For customers, in-person recreation programming, access to gymnasiums, classrooms and fitness centers ended. In addition, services for seniors, including congregate meals, in-person programming and social activities shifted to virtual and home delivered methods.

On March 16, 2021, the Phoenix City Council approved reopening outdoor Parks and Recreation services such as fields for reservations, all park amenities and 12 of 29 pools for the summer Aquatics season.

The departments recognize the importance of providing the community with in-person programming options. Many parents have come to rely on indoor programming during the summer months when students are out of school; and seniors desire to engage in programs and activities with their peers; therefore, the focus is to implement a safe, phased strategy to restore select in-person, indoor programming and services at reduced capacities. The departments have provided their reopening plans to a public health professional for review and feedback has been incorporated into each plan.

Parks and Recreation

The Parks and Recreation Department recommends implementation of in-person programming at centers that historically provide summer recreation activities, with reduced capacities in a tiered approach. Activities will include the annual summer program for registered participants ages 6 to 12; and limited indoor and outdoor recreation classes, which require registration and/or appointments.

The department will refer to the City of Phoenix overall risk category per the Arizona Department of Health Services Community Transmission Indicators to progress through its reopening stages. Tier 1 will include 11 of the department's largest community centers opening at 50 percent program capacity, while in the Substantial Transmission risk category. These centers were selected based on their size, overall facility capacity and the ability to provide more social distancing among participants, than smaller centers.

Tier 1 Centers
Deer Valley Community Center (2001 W. Wahalla Lane)
Desert West Community Center (6501 W. Virginia Ave.)
Eastlake Community Center (1549 E. Jefferson St.)
Goelet A.C. Beuf Community Center (3435 W. Pinnacle Peak Road)
Longview Neighborhood Recreation Center (4040 N. 14th St.)
Maryvale Community Center (4420 N. 67th Ave.)
Paradise Valley Community Center (17402 N. 40th St.)
Pecos Community Center (17010 S. 48th St.)
South Mountain Community Center (212 E. Alta Vista Road)
Sunnyslope Community Center (802 E. Vogel Ave.)
Washington Activity Center (2240 W. Citrus Way)

Programming will be executed with the following mitigation efforts in place:

- Face coverings required in alignment with City of Phoenix facility mask mandate, except when eating.
- A COVID-19 screening survey will be required upon arrival to the facility.
- Temperature checks.
- Program and facility occupancy control limits based on overall risk transmission.
- Public facing reception areas will provide contactless customer service. Plexiglass barriers have been installed at all service desks.
- Social distancing of center furnishings and installation of signage to encourage social distancing.
- Virtual programs and activities will continue to be provided.
- Daily on-site janitorial staff will frequently clean and disinfect touched surfaces and restrooms throughout their day.
- Cleaning of games, craft items and exercise equipment will occur after each member use.
- Disinfectant wipes, hand sanitizer, disposable masks and gloves for members and staff will be readily available.

- Fresh air intake volume has been increased at all community and recreation centers to circulate a higher concentration of fresh air into the buildings. MERV13 air filters have been installed at all centers.
- Participants are provided with pre-packaged lunches or will bring their own lunch, snacks and drinks daily. Lunch will take place indoors in a space that allows for six feet of physical distancing.

A minimum of 30-days' notice is needed to reopen community centers to ensure sufficient time to hire and train staff as needed, re-secure custodial services and conduct summer program registration.

Once the City of Phoenix overall risk category reaches Moderate Transmission, Tier 1 centers will increase program capacity to 75 percent; and Tier 2 centers will open at 75 percent program capacity.

Tier 2 Centers
Aeroterra Community Center (1725 E. McKinley St.) *
Coffelt-Lamoreaux Recreation Center (1510 S. 19th Drive) *
Faye Gray Recreation Center (5550 S. 20th St.)
Harmon Recreation Center (1425 S. 5th Ave.)
Hayden Neighborhood Recreation Center (420 W. Tamarisk Ave.)
Holiday Park Recreation Center (4560 N. 67th Ave.)
Luke Krohn (1940 1/2 E. Villa St.) *
Marc Atkinson Recreation Center (4535 N. 23rd Ave.)
Mountain View Community Center (1104 E. Grovers Ave.)
Muriel Smith Recreation Center (2230 W. Roeser Ave.)
Playa Margarita Recreation Center (3615 W. Roeser Ave.)
Sidney P. Osborn (1720 E. Adams St.) *
South Phoenix Youth Center (5245 S. 7th St.)
Sunnyslope Youth Center (1702 W. Peoria Ave.)
University Park Recreation Center (1002 W. Van Buren St.)
Vernell Coleman Recreation Center (830 W. Tonto St.) *

(*denotes Housing Department sites)

The following community centers do not offer formal summer recreation programs but would open for drop-in recreation activities at reduced capacities and for select classes and programs, which will require registration and/or appointments.

Bret Tarver Learning Center (1516 N. 35th Ave.)
Verde Park Recreation Center (916 E. Van Buren St.)
Devonshire Senior Center (2802 E. Devonshire Ave.) **

**Devonshire is only used for classes and programs during evening and weekend hours; the Human Services Department uses the facility for senior programs during weekday, daytime hours. Class sizes range depending on activity and room used in the facility.

Once the City of Phoenix overall risk category reaches Low Transmission, community centers will return to normal service hours and days, and programming and activities will be expanded based on what CDC thresholds allow.

High School Swimming Pool Rentals
The Parks and Recreation Department is recommending Phoenix pools be open for high school pool rentals Aug. 2, 2021 through Nov. 5, 2021. Approximately 14 high schools typically utilize eight City pools over the course of the fall for their high school swim and dive teams. This year, Washington Pool is not one of the 12 pools that will be open during the 2021 Aquatics season. As a result Washington Pool will not be filled with water and will not be available for fall pool rentals. The City provides one pool manager and up to three lifeguards to ensure supervision and adequate lifeguard coverage during practices and meets. High school districts pay staffing costs prior to the rental; and reimburse heating, chemical and electrical costs after the swim season.

All high schools will be expected to adhere to current Arizona Interscholastic Association COVID guidelines and all City of Phoenix Aquatics COVID-facility requirements.

Outdoor Activities and Special Permits
The Parks and Recreation Department is also recommending resuming special permit applications for beer, bounce houses and amplified sound, as well as Special Activity Requests for private activities in the park. Examples include birthday parties, family reunions and other gatherings not open to the public. Any requests for special events open to the public must continue to be submitted and reviewed by the City Manager’s Special Event Committee.

Human Services

The Human Services Department recommends implementation of in-person programming at all 15 senior centers, to include on-site meal and senior shuttle services, with reduced capacities in a tiered approach.

The department will refer to the City of Phoenix overall risk category per the Arizona Department of Health Services Community Transmission Indicators to progress through its reopening stages. Tier 1 will include all 15 of the department's senior centers opening at 50 percent program capacity, while in the Substantial/Moderate Transmission risk category.

Senior Centers
Adam Diaz Senior Center (4115 W. Thomas Road)
Chinese Senior Center (734 W. Elm St.)
Deer Valley Community Center (2001 W. Wahalla Lane)
Desert West Community Center (6501 W. Virginia Ave.)
Devonshire Senior Center (2802 E. Devonshire Ave.)
Goelet A.C. Beuf Community Center (3435 W. Pinnacle Peak Road)
Helen Drake Senior Center (7600 N. 27th Ave.)
Marcos de Niza Senior Center (305 W. Pima Road)
McDowell Place Senior Center (1845 E. McDowell Road)
Paradise Valley Community Center (17402 N. 40th St.)
Pecos Community Center (17010 S. 48th St.)
Senior Opportunities West Senior Center (1220 S. 7th Ave.)
Shadow Mountain Senior Center (3546 E. Sweetwater Ave.)
South Mountain Community Center (212 E. Alta Vista Road)
Sunnyslope Community Center (802 E. Vogel Ave.)

Programming will be executed with the following mitigation efforts in place:

- Face coverings required in alignment with City of Phoenix facility mask mandate, except when eating.
- A COVID-19 screening survey will be required upon arrival to the facility to determine their fitness to remain at the center.
- Temperature checks.
- Due to maximum 50 percent occupancy limit for members, a reservation process will be utilized to offer morning (9 to 11:30 a.m.) and afternoon (1 to 3:30 p.m.) class and activity sessions; to maintain distancing, seniors will only be permitted to attend either the morning or the afternoon classes or activity sessions. When surveyed by staff, those seniors who responded agreed that this would allow the most number of individuals to attend.
- Public facing reception areas will provide contactless customer service. Plexiglass barriers have been installed at all service desks.
- Social distancing of center furnishings, including plexiglass dividers installed on tables, and installation of signage to encourage member, vendor and staff

compliance with social distancing.
- Virtual programs and activities will continue to be provided utilizing digital instructor stations and remote TVs.
- Daily on-site janitorial staff will frequently clean and disinfect touched surfaces and restrooms throughout their day.
- Cleaning of games, craft items and exercise equipment will occur after each member use.
- Cleaning of computer laptops will occur after each laptop has been returned.
- Disinfectant wipes, hand sanitizer, disposable masks and gloves for members and staff will be readily available.
- Fresh air intake volume has been increased at all senior centers to circulate a higher concentration of fresh air into the buildings. MERV13 air filters have been installed at all senior centers.

Meal and Transportation Services

The Human Services Department is recommending individually packaged hot meal services for senior center members attending classes and activities on-site, and weekly frozen meal deliveries to members unable to visit the senior center due to occupancy capacity limits or personal safety needs. Shelf stable meals would also be available for members wanting to reserve a meal on specific days when they are unable to remain at the center during programming. Senior shuttle transportation services would resume for members as needed to and from their homes to the nearest senior center. Only members of the same household may travel together. Both meal and transportation vendors will follow all established safety protocols.

A minimum of 30-days' notice is needed to ensure sufficient time to prepare the facility, re-secure daily custodial services, notify members, train staff on new cleaning protocols and begin registration for indoor classes and activities.

Once the City of Phoenix overall risk category reaches Low Transmission, the 15 senior centers will return to normal service hours and days, and programming and activities will be expanded based on what CDC thresholds allow.

Responsible Department

This item is submitted by Deputy City Manager Inger Erickson and the Parks and Recreation and Human Services departments.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** *22

REQUEST TO WITHDRAW (SEE ATTACHED MEMO) Public Hearing to Present Position Statements from City and AFSCME Local 2384 (Unit 2) on Unresolved Issues

Summary

The meet and confer process with the City's five authorized employee organizations ("Meet and Confer units"), as outlined in Section 2-219 of the City Code, began in January 2021. Following notification to the Phoenix Employment Relations Board (PERB) that a dispute still existed after the March 1, 2021 deadline outlined in Section 2-219 of the City Code, a fact finding process was initiated with American Federation of State, County and Municipal Employees (AFSCME) Local 2384. As of April 21, 2021, issues remain unresolved and an agreement has not been reached with AFSCME Local 2384 (Unit 2).

In accordance with the terms of Section 2-219 of the City Code, if no agreement has been reached by April 21, 2021, the City Manager and the employee organization shall submit to the City Council written position statements on all unresolved issues in dispute; and, the City Council shall conduct a public hearing at which the parties shall be given full opportunity to explain their respective positions on all unresolved issues. This item provides the required opportunity for a public hearing on the unresolved issues.

Within 10 working days following the conclusion of the public hearing, the City Council is authorized to take final action imposing terms and conditions of employment (by May 19, 2021). Without a tentative agreement by May 5, 2021, an action item will be placed on the next available Formal agenda for the Council to take final action.

Attached to this report are:
Attachment A: Fact Finding Report
Attachment B: Position Statement from the City
Attachment C: Position Statement from AFSCME Local 2384 (Unit 2)

Responsible Department

The item is submitted by Deputy City Manager Toni Maccarone and the Human Resources Department.

City of Phoenix

To: Toni Maccarone
Deputy City Manager

Date: May 3, 2021

From: Lori Bays
Chief Human Resources Officer

Subject: WITHDRAWAL OF ITEMS #22 AND 23 ON MAY 5, 2021 COUNCIL FORMAL MEETING AGENDA

This memo is to request withdrawal of items #22 and 23 on the May 5, 2021 Council Formal Meeting Agenda; Public Hearing to Present Position Statements from City and AFSCME 2384 (Unit 2) on Unresolved Issues and Public Hearing to Present Position Statements from City and AFSCME 2960 (Unit 3) on Unresolved Issues. The City and AFSCME 2384 as well as the City and AFSCME 2960 have reached tentative agreements on the respective Memoranda of Understanding for 2021-2023.

ATTACHMENT A

IN THE FACTFINDING PROCEEDINGS

PURSUANT TO PHOENIX CITY CODE

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 2384 (UNIT 2)

Union,

&

CITY OF PHOENIX,

Employer

FACTFINDING REPORT
AND
ADVISORY RECOMMENDATIONS

Factfinder:	Najeeb N. Khoury
Appearing For the Union:	Jennifer Kroll & Dan Bonnett, Martin & Bonnett, P.L.L.C.
Appearing For the City:	Heidi Gilbert, City Attorney's Office
Hearing Dates:	April 1 & 2, 2021

BACKGROUND

This factfinding proceeding involves the City of Phoenix's Unit 2. Unit 2 consists of skilled trades positions, and is represented by AFSCME Local 2384 ("AFSCME" or "Union"). There are approximately 1,700 budgeted positions in Unit 2. The parties are bargaining for a Memorandum of Understanding (MOU) that will run from July 1, 2021-June 30, 2023. Pursuant to the City's Code and the Phoenix Employment Relations Board's Rules, the parties submitted their disputes to factfinding and selected me as the factfinder. The factfinding hearing occurred on April 1 & 2, 2021 in Phoenix, Arizona.

ANALYTICAL FRAMEWORK

Unlike interest arbitration, where a third-party neutral sets the terms of a new contract, a third party neutral in a factfinding simply provides recommendations. This in essence makes factfinding an extension of bargaining. Ultimately, absent an imposition of terms by the employer, the parties must persuade one another of their positions, and the neutral factfinder provides an outside perspective to help the parties along.

For non-economic issues, neutral factfinders have typically required the party seeking a change to the *status quo* to carry the burden of persuasion, and I will follow that convention. In analyzing each non-economic issue, I will be asking two questions. First, should the *status quo* be changed? The party proposing the change must demonstrate that there is a problem with the *status quo* or that the *status quo* can be improved. Second, does the proposed language solve the problem or enhance the *status quo*? If the answer to this second question is no, I will either recommend the *status quo* or provide a different proposed solution that better addresses the issue identified in the first question.

ISSUES AND RECOMMENDATIONS

Article 3, Section 3-1 (Wages):

The City's last offer was a 2% ongoing wage increase and a 3% one-time monetary enhancement for 2021-2022, and a 1.5% ongoing wage increase and a 2.5% one-time monetary enhancement for 2022-2023 plus language stating that the City Council could consider using American Rescue Plan Act ("ARPA") money for further enhancements. However, .5% of ongoing money and .5% of one-time money in 2021-2022 is contingent on the Union accepting what the City has called its transparency package.

The Union's last offer was a 2.5% ongoing wage increase and a 3% one-time monetary enhancement for 2021-2022, and a 2.5% ongoing wage increase and a 3% one-time monetary enhancement for 2022-2023. The Union also asks that there be additional wage enhancements if projected revenues increase year-over-year. The Union further proposes that the parties meet and confer regarding any ARPA money that will be used for wage enhancements.

By way of background, a 1% increase in total compensation for all bargaining units costs the City approximately $18.8 million across all funds and approximately $11.8 million to its general fund; a 1% increase in total compensation for Unit 2 employees costs the City approximately $1.7 million across all funds and approximately $360,000 to its general fund.

City's Position On Economics:

The City argues that its proposal is generous and in keeping with what other units have agreed upon. The City acknowledges that it is in a fiscally sound position, having a $153 million surplus in its general fund. The City, however, emphasizes that $98 million of the surplus is in one-time money and only $55 million is ongoing, and that one-time money should not be used to pay ongoing costs. The City states that this surplus only reached its current level because federal regulations allowed it to transfer one-time funding from the Coronavirus Relief Fund (CRF) to the general fund to offset public safety salaries.

The City produces a yearly trial budget after receiving initial input from community stakeholders and City Council members. After a trial budget is presented, the community is allowed to provide input on the trial budget, which then turns into a proposed budget and ultimately an adopted budget. There are often significant changes between a trial budget and the adopted budget. City Manager Ed Zuercher testified that the current Trial Budget for the 2021-2022 budget year seeks to balance community needs for service, organizational needs for

infrastructure to provide those services, and fair compensation for City employees. He also noted that the City's population is growing, and that the City anticipates needing to hire more employees to provide services. The City's current Trial Budget dedicates 77% of its general fund surplus or $118 million to employee compensation enhancements, which is in excess of the 70% of its surplus that it dedicated to enhanced compensation in the previous round of negotiations.

In addition to employee compensation enhancements, the Trial Budget dedicates funds to Public Safety Reform & Responsiveness, COVID Relief & Resiliency, Climate Change & Heat Readiness, Affordable Housing & Homelessness, Building Community and Responding to Growth, and Administrative Accountability. Assistant City Manager Jeff Barton testified that any economic enhancements beyond the current offer would require the City to make commensurate cuts to its other priorities which are reflected in the Trial Budget, as the City is legally required to have a balanced budget. Barton also noted that the City has long-term pension obligations which are projected to worsen, with approximately 26% of general fund costs going to pension obligations by 2025-2026.

The City also points out that other bargaining units have already agreed to the offer currently before Unit 2 and that they have "Most Favored Nations" language in their agreements, meaning that the City would be obligated to give the other units increases beyond what their current agreements contemplate.

Budget and Research Director Amber Williamson testified that the City exercises best practices in its budgeting. Therefore, it does not include new or additional revenue streams that have not been realized. She further testified that the City's projected and actual numbers have been historically close, and that the City of Phoenix prides itself on its budgeting accuracy. She

acknowledged that revenues from recreational marijuana sales and ARPA money are not in the 2021-2022 Trial Budget, as these are new sources of revenue.

Union's Position on Economics

AFSCME argues that its members were asked to sacrifice in hard times, and that they did so willingly; therefore, now that there is a sizeable surplus it is only right that the City offer a better economic package. After the Great Recession, Unit 2 took 3.2% in concessions in its 2010-2012 MOU, had 1.6% of concessions restored in its 2012-2014 MOU; took an additional 2.5% in concessions in its 2014-2016 MOU; received 4.2% restoration of concessions in its 2016-2019 MOU; and finally received 3.5% wage increases in its 2019-2021 MOU. While the last MOU finally got Unit 2 past its concessions, the real dollar wages of its members are still well behind 2010 wages due to inflation. AFSCME points out that the current offer of 3.5% on-going money over two years will not keep up with CPI, which is projected to be about 2% a year, and that while one-time money is good, it does not help keep up with inflation.

AFSCME notes that increases to Unit 2 do not have the same impact on the general fund as increases to other units, especially sworn units. AFSCME has worked with the City on pension reform for the civilian pension system. Consequently, the civilian pension system is not projected to grow appreciably as a percentage of the general fund in the next five years. Further, a good percentage of Unit 2's salaries are not charged to the general fund, as many employees work in non-general fund, enterprise departments.

Laurie Ann Atienza, Labor Economist for AFSCME, testified that the City's audited financials demonstrate that the City is financially healthy, and that revenues show steady, healthy growth with consistent surpluses. Atienza opined that the City's audited financial statements demonstrate that it can absorb compensation enhancements especially in light of its $153 million

surplus, the $416 million ARPA money coming to the City, and the expectations that the Phoenix area will continue to experience population, employment and income growth.

Finally, AFSCME notes that the Trial Budget does not account for any increases in revenue due to recreational marijuana sales, which were recently legalized in Arizona, and does not include the $416 million in ARPA funds; therefore, AFSCME believes there should be more money available for economic enhancements, especially in the second year of the MOU.

Recommendation on Economics

One can certainly understand each side's position. The Union believes it has sacrificed a great deal to help the City during hard times, and that it is not the source of the City's long-term pension problems, having agreed to pension reform initiatives. The City wants to treat all of its bargaining units equitably when it comes to across-the-board total compensation increases, and will not agree to provide higher total compensation increases to civilian employees even if those increases have a less dramatic impact on its long-term projections than increases to sworn employees. The Union wants on-going increases that, at a minimum, keep up with inflation. The City wants to maintain as much long-term flexibility as possible, and is therefore offering large one-time sums, which do not have a compounding impact on its future budgets and are not pensionable.

Further, the City does not want to give economic enhancements beyond what it has agreed to with other units given that those other units have "Most Favored Nations" language; however, Unit 2 believes it is not similarly situated to those other units given many of its unit members are not paid through the general fund. The City is following what it believes is budgeting best practice by not including the unrealized ARPA and recreational marijuana funds; the Union responds that there is certainty that those funds will be realized during the life of this

MOU. The City argues that nothing precludes the Council from dedicating some ARPA money to economic enhancements, but the Union counters that it wants an opportunity to meet about any such enhancements.

Given the uncertainty of the times we are in (with the pace of re-openings and increased economic activity not being certain), I recommend that the parties take a cautious approach but allow for the opportunity for further economic enhancements during the life of the MOU. It is also not lost on me that other units have already settled for what the City is offering the Union, and that it is difficult for the City to offer more to one unit than what other units have agreed upon. Therefore, I will recommend that the parties settle on a 2% ongoing wage increase and a 3% one-time monetary enhancement for 2021-2022, and a 1.5% ongoing wage increase and a 2.5% one-time monetary enhancement for 2022-2023 with reopener language to allow for discussion of further enhancements.

This recommendation, however, is not contingent on the Union accepting the City's "transparency package." This is because I will not be recommending those proposals as drafted. Further, I do not believe any party calculated a precise monetary value for the "transparency package," but were simply using the monetary number as an incentive. Therefore, I will be making my recommendations on those proposals as stand-alone recommendations and based on what I believe makes sense for each proposal.

The facts do support a finding that with the ARPA money and, to a lesser extent, the recreational marijuana revenue, there will be additional revenues during the MOU that can help bridge the gap between the parties' proposals, and that these additional revenues are not accounted for in the Trial Budget, meaning additional economic enhancements based on these revenues will not impact the City's other priorities outlined in the Trial Budget. I recognize that

it is hard to know the precise allowable uses for ARPA money at this point and that the amount of revenue to be generated by recreational marijuana sales is an open question. For this reason, any concrete economic enhancements tied to these new sources of revenue are premature.

I, therefore, recommend that the parties agree to an economic reopener allowing the parties to discuss further enhancements based on acceptable uses of ARPA money and any realized revenue from recreational marijuana sales. I do not recommend adopting the City's language that it will evaluate the ARPA money and unilaterally provide a non-specified percentage of premium pay. It is a fundamental right of unions to be able to meet and confer with employers over economic enhancements. Finally, I do not recommend that the parties agree to AFSCME's language that economic enhancements will automatically be tied to increased revenue. Rather, the re-opener language should be clear that the parties are required to meet over further economic enhancements based on the new revenue, but no negotiated outcome is predetermined by such language.

Article 2: Section 2-1(C): (Grievance Committee)

This is part of the City's transparency package. The City proposes altering the Grievance Committee language so that the President of AFSCME Local 2384 or his/her designee does not sit on the committee that reviews Unit 2 grievances. Under the MOU, AFSCME may select to have a grievance heard by an arbitrator or through the Grievance Committee. The Grievance Committee is currently made up of an appointee of the City Manager, a City department director and the president of the local or the president's designee. The committee submits findings and advisory recommendations to the City Manager, who makes the final determination on the grievance.

The City worries that the optics of the AFSCME Local 2384 president hearing Unit 2 grievances is troublesome; therefore, the City proposes having the president of a different union sit on the committee to hear AFSCME Local 2384 grievances. The Union provided some counter language but is essentially advocating no change to the language.

I recommend no change to the language. The City offered no evidence that there has been a problem in the current set-up other than potential optics. If a member of the public were to complain about the setup, it would provide an opportunity to educate that interested member of the public and explain why the setup serves the interest of the City. Notably, an election by the Union to use the Grievance Committee process saves the City and the Union the expense of going to arbitration, and the Union is more likely to select the Grievance Committee route if it has representation on the committee. Moreover, any concern that the Union is deciding its own disputes is offset by the fact that management has two representatives on the committee and that the committee ultimately just makes recommendations to the City Manager.

Additionally, the City's proposal of having a different union president sit on the committee is highly unorthodox. The MOU is a contract between AFSCME Local 2384 and the City. It is unclear why the president of a local that has no interest in the contract between the parties (and who is not a professional neutral trained in deciding contractual disputes) should have a role in the dispute resolution process. Certainly, in my experience, I have never seen such a setup before.

Article 1: Section 1-4(E): (Purging Evaluations--10 years)

The City proposes eliminating language that says: "Upon request, performance evaluations over 10 years old will be purged from a unit member's personnel file after 10 (ten) years as an active employee." In its proposal, the City states the reason for the proposal is " to

mirror the current practice of maintaining performance evaluations electronically." The Union counters that the language should say that a unit member could still ask that "all performance evaluations 10 years old be placed into an inactive file, prohibiting them from being utilized for any performance evaluations or promotional opportunities."

I recommend adopting the Union's language. Placing old performance evaluations in inactive status eliminates any concern that physical documents are required to be produced and then destroyed. There is no reason why electronic documents cannot be marked inactive. Further, there is no reason why 10-year-old performance evaluations (as opposed to serious discipline) should be used for any purpose.

Article 1: Section 1-4(E): (Purging Discipline--5 years)

The MOU currently precludes the City from considering discipline that is over five years old in any process, i.e., discipline that is over five years old cannot be considered in making progressive discipline or promotional determinations. The City argues that this has created problems both with the public wanting accountability and with other employees who are losing out on promotional opportunities despite having clean records. Specifically, the City points to some embarrassing or egregious acts of misconduct that have occurred that the City believes should not be disregarded after five years. The City emphasizes that its proposal would just give it the discretion to review old discipline.

The Union responds that the City has the authority to bypass progressive discipline for serious misconduct and that if the City chooses to give an employee a second chance, the employee should have a chance at a clean slate. The Union also argues that the push for transparency is due to cases involving police officers, and there have not been serious problems with Unit 2 members and old discipline. Moreover, the Union notes that unit members have

relied on this MOU language in either settling or choosing not to challenge discipline in the past, knowing that the discipline had a shelf life.

The parties did make steps toward each other on this proposal. The City agreed that only suspensions over five years (and not any type of discipline) should be used. The City also stated it would respect settlement agreements containing the five-year limitation language, it would exclude discipline that is defined as moral turpitude, it would consider the frequency and severity of misconduct, and it would notify an employee if the old discipline was a factor in non-selection for a promotional opportunity.

The parties were still in disagreement over whether certain types of suspensions should fall under the five-year language. Namely, the parties were in disagreement over whether discipline should last past five years if it is based on abusive or threatening behavior, on intentionally falsifying records, or on actions that bring discredit or embarrassment to the City.

The Union made clear that its movement was tied to certain economic enhancements that the City did not make.

Given the increased public focus on police misconduct, "me-too" issues, and other changing workplace expectations, it makes sense to change the *status quo* and allow the City to be able to consider serious misconduct despite its age. However, it also makes sense that not every type of discipline should be "evergreen." Moreover, employees who are bypassed for promotions based on discipline that is over five years old should have an avenue to contest the issue.

Of the types of suspensions that the parties had not come to a conditional agreement on, I believe that falsifying records is the type of misconduct that should not have a sunset date on it. I have some concern regarding the language involving abusive or threatening behavior,

specifically as it applies to stewards engaged in union activities. It is well-established that stewards have wide latitude when representing union members: "Many disciplinary actions are set aside or reduced because the cause for the discipline (often abusive language in heated exchanges with supervisors) emerged from, or was related to, union steward duties." Of course, this does not mean than anything goes and "while a steward's conduct in the course of union business is protected, the immunity is not absolute, and discipline of stewards in extreme situations has been upheld even though the basis for the discipline was related to the employee's conduct as a steward." *See* Elkouri & Elkouri, *How Arbitration Works*, 5-74 to 5-75 (Kenneth Mays, ed., BNA Books 8th Ed. 2016). The City's response to this concern undoubtedly is that only discipline that is upheld can be used five years down the line; however, the Union's response is that this language might chill the steward's activity. I think a compromise is to include this language (as discouraging abusive behavior in the workplace is extremely important) but have some clarifying language about protected union activity. I, however, do not recommend the inclusion of discipline based on actions that bring "discredit or embarrassment to the City." This is new language from the Personnel Rules, and there are no cases yet that explain what type of conduct falls under this language. One can easily argue that any misconduct brings embarrassment to the City, and including this language might then mean all suspensions that are over five years can be used.

Moreover, if an employee is notified that old discipline was a factor in non-selection for a promotional opportunity, the employee should have the right to question whether the decision makes sense so that the employee is not forever precluded for future promotions without an ability to raise a defense.

Finally, I find the argument that employees relied on the current MOU language in making decisions regarding entering settlements or contesting discipline to be persuasive. While the employer is not proposing a retroactive imposition of discipline, the employees did rely on the rules as they were at the time, and it would be unfair to change the rules retroactively.

For these reasons, I recommend that the parties adopt language allowing the City on a moving forward basis to use suspensions that are over five years and are based on Personnel Rules 21b2 (with some mention of union steward rights), 21b4, 21b5, 21b13, 21b14, 21b15, 21b18, and 21b20; that any settlement agreement which mentions the five-year limitation be respected; and that any employee who is notified that discipline over five years old is a factor in a denied promotion be able to submit a non-binding appeal on the matter.

Article 1: Sections 1-4(A) and (B): (Investigations and Discipline)

The City proposes replacing the entire sections dealing with investigations and discipline. It claims that this is cleanup language and meant to create consistency with the process that occurs with other civilian units. The City argues that no rights are being lost or protections curtailed by the new language. The Union counter proposed with language that would require the City to provide a unit member with all materials in the City's possession before conducting an investigatory interview. The Union basically is asking that civilians receive the protections afforded in the Police Officer Bill of Rights.

I do not recommend that civilians be given the same rights as the Police Officer Bill of Rights. There are many variables in an investigation and there may be legitimate reasons why management does not want to share all documents during the investigation stage. In terms of adopting the City's proposed changed language, it is unclear to me whether the Union had any objections to the proposal or if the parties simply needed more time to iron out acceptable

language. Therefore, I recommend that the parties work together to agree upon language that reflects the current practice of investigations, with the understanding that any newly agreed upon language should clarify current rights and should not curtail any existing rights.

Article 1: Sections 1-4(E) and (G): (Purging/Inactive Reference)

As I understand the proposal, the City wants to replace text with a graph that shows when various documents can be removed from certain files and made inactive from other files. Xavier Frost, Deputy Human Resources Director—Labor Relations, testified that the City is simply trying to have whatever process is agreed upon be reflected in the chart. I am sure that the point of confusion for the Union is that the proposed chart incorporates the proposed changes to the five-year old discipline discussed above. My recommendation is that the parties adopt a chart that reflects whatever the parties ultimately agree upon in the other sections of the MOU. However and to be clear, the move from text to a chart by itself is not meant to change anything substantively.

Article 6: Section 6-7(F) (Four Corners)

The City is proposing language that would eliminate any past written or verbal agreement. Janice Pitts, Deputy Human Resources Director—Employee Relations, testified that there have been occasions when unions have called upon old agreements. Yet, no specific examples were given. Further, the City did not provide a list of agreements it was asking the Union to forego. My recommendation is for the City to identify any old agreements it has with the Union and discuss them on a case-by-case basis rather than asking the Union to waive unidentified rights. Therefore, I am recommending the *status quo* language.

Article 5: Section 5-9B: (Benefits)

The City proposes eliminating language for use of sick leave in certain situations. The City stated in its proposal that it wanted to eliminate the language because it was "no longer applicable with Earned Paid Sick Time State Law." However, it became clear from the testimony of Mario Ayala, President of AFSCME Local 2384, that the current language covers situations not covered by the new state law and that the contractual language provides other additional rights. Xavier Frost testified that the different types of sick leave usages could lead to confusion and abuse; however, there were no concrete examples presented of abuse. I, therefore, recommend maintaining the *status quo* language.

Article 1: Section 1-6: (New Positions/Classifications)

The City's proposal struck out the entirety of the existing language and proposed new language. However, it is not clear why it did this. The City did include new language stating it would give written notice to the Union thirty days in advance of a position being reallocated or reclassified out of the unit. It appears from the testimony of Ayala that the Union, in addition to notice, wants an opportunity to discuss the reallocation or reclassification of such positions. The Union is not asking for a meet and confer or any veto power.

The Union proposed that it be allowed eight classification studies per year for the unit rather than the one study provided for in the current language. Janice Pitts testified that the City does not have the resources to conduct that many studies, and that the City is in the process of doing a high-level classification study of all its positions. The Union responds that such a citywide study will take a long time to complete and many of its positions are paid below market rates.

I recommend that the parties work together on cleanup language. I also recommend that the City give 30 days' notice of reallocations or reclassifications which will take positions out of the unit and meet with the Union within that 30-day time period to discuss the reallocations or reclassifications. Any such meeting shall not prevent the reallocation or reclassification. Moreover, as a compromise, I recommend that the parties agree to two classification studies per year. This should not overwhelm the City and acknowledges the importance of classification studies.

Article 1: Section 1.3 J (Janus Related Litigation)

The parties are discussing the inclusion of new language to account for a possible court order related to litigation involving release time. From the presentations at the hearing, the outstanding issue seems to be whether the Union will have a chance to meet with the City to discuss implementing any court order that might require a change in how release time is given. The Union acknowledges that any process for giving input would have to be expedited given the need to be in compliance with an enforceable court order, if one exists. My recommendation is that the parties agree to meet and discuss ways of implementing an enforceable court order if one is issued. While the Union's written proposal called for any dispute going to arbitration, it is unclear that the arbitration process could move fast enough to ensure the parties are in compliance with a court order in a timely manner. The parties should discuss alternative methods by which they might meet and come to a speedy resolution. This might include agreeing to factfinding.

Union Proposal #27: Fairness Agreement

AFSCME Local 2384 is asking for a "Most Favored Nations" clause that will ensure it is treated equitably to other units. The written proposal indicates the "Most Favored Nations"

proposal was contingent on the parties not going to factfinding; however, at the hearing, the Union made clear the proposal is still on the table. I see no reason why AFSCME Local 2384 should not receive the same protection that other units received. I certainly see no reason why such a clause should be conditioned on a unit not exercising its right to go to factfinding. For this reason, I recommend inclusion of a "Most Favored Nations" clause.

Article 1, Section 1-3(I): (Fair and Impartial Grievance Language)

The Union proposes allowing all unit members to grieve any treatment that is not fair and impartial. The City acknowledged at the factfinding that it highly values a respectful workplace and has methods for addressing allegations of unfair treatment. However, the City's position, which is not an uncommon one, is that the grievance process should be limited to contractual violations. My recommendation is that the parties discuss a way outside the grievance process that the Union can bring forth and track concerns regarding unfair treatment.

Article 2, Section 2-1(B): Grievance Language

The Union seeks to expand the definition of a grievance to include unacceptable workplace conduct and abuse of title or authority. The City stated that it does not tolerate such behavior but that addressing these issues through the grievance process is not the proper forum. Again, my recommendation is that the parties discuss a way outside the grievance process that the Union can bring forth and track concerns regarding abusive supervisors or managers.

The Union also seeks language that the City be required to give an explanation should it dismiss a grievance on procedural grounds. Xavier Frost testified that this should be occurring. I recommend adopting this part of the Union's proposal so that reasons are consistently given for denials of grievances.

Article 1, Section 1-3: (Union Rights)

The Union seeks language making Union release time count as time worked in the unit member's job classification. The Union stated that it has concerns that a steward who goes on release time during a probationary period after a promotion and is on release time for a lengthy period of time risks not passing probation upon return from release time due to someone not approving of his/her union activity. The City responds that if there is evidence of such a thing occurring, the Union steward could file a charge with PERB. The Union responds that proving someone did not pass probation due to union animus is a difficult proposition.

The Union poses a hypothetical but there is no evidence of a steward returning from release time and then failing probation. For this reason, I recommend the *status quo* language. I also make this recommendation because I am hesitant to recommend language that might impinge on the Civil Service Board's jurisdiction and because a union steward would be able to file a charge with PERB if there is evidence of union animus.

CONCLUSION

I discussed the issues that the parties focused on at the hearing. I recommend that the *status quo* remain if there any issues on which the parties did not orally present and on which I did not comment. I sincerely hope that these recommendations assist the parties in reaching a negotiated settlement.

Date: April 7, 2021



Najeeb N. Khoury

City of Phoenix

City of Phoenix Position Statement
Unresolved Matters Regarding Contract Negotiations for the 2021-23 Memorandum of Understanding with American Federation of State, County and Municipal Employees Local 2384 (Unit 2)

April 21, 2021

Honorable Mayor Gallego and Council Members:

After two months of negotiations between the City of Phoenix and American Federation of State, County and Municipal Employees (AFSCME) Local 2384, (Unit 2) the parties reached a determination of impasse on March 1, 2021. In accordance with the ordinance governing our Meet and Confer process (P.C.C. Section 2-219, Resolution of Impasses), the parties proceeded to and completed Fact Finding on April 2, 2021.

EXECUTIVE SUMMARY

This position statement outlines City management's position regarding the remaining issues in the negotiation between The City of Phoenix and AFSCME Local 2384 (Unit 2). It provides the rationale for the City's stance on each item for the Council and the public's understanding of the issues at hand. It should also be read with an understanding that these positions will continue to be negotiated as we move toward the goal of a final agreement.

The remaining issues are primarily related to compensation increases for Unit 2 employees. The City's final offer was an opportunity for a 9.0% total compensation increase over the two year contract period. This included a 4.0% total compensation increase in each year of the contract in a combination of on-going and non-continuous (one-time) increases. The City also offered a financial reward of 1% total compensation (0.5% on-going and 0.5% one-time) for agreeing to a contract that included the City's Accountability and Transparency proposals. These proposals were crafted by the City based upon feedback from the public regarding the City's administrative investigation and discipline processes for its employees. This economic package, including the reward, was offered to all employee groups. It is consistent with the packages accepted by Units 1, 4 and 5 that Council approved on April 7, 2021. Units 1, 4 and 5 also signed "fairness agreements" entitling them to any additional compensation amount approved for other bargaining units. Consequently, awarding the same total compensation increase to Unit 2 without also requiring agreement with the Accountability and Transparency proposals (as recommended by the Fact Finder) would increase the base economic package from 8.0% to 9.0%. Units 1, 4 and 5 would be entitled to that 1% increase in addition to 1% reward, resulting in a total compensation increase of 10%.

Unit 2 is seeking a total compensation increase of 5.5% each year (2.5% on-going and 3.0% one-time) for a total of 11.0%. This does not include the reward for the Accountability and Transparency proposals. Unit 2 claims those measures were intended to address concerns regarding sworn law enforcement and should not apply to other City employees. In addition to the 11% over two years, Unit 2 also seeks further compensation tied to premium pay under the

American Rescue Plan Act (ARPA) and sales tax revenue from recreational marijuana. Council has not had the opportunity to develop strategies for the allocation of these funding sources. As discussed below, increasing compensation to the requested levels would require the City to identify additional resources in the 2021-2022 budget, most likely by reducing reserve funds.

The parties were also unable to reach agreement on several other non-economic (or work rule) changes to the Memorandum of Understanding ("MOU"). The City has outstanding proposals aimed at clarifying that the agreements between the parties are contained solely in the 2021-23 MOU and updating the MOU to reflect the City's current notification process regarding reallocation and reclassification of Unit 2 positions. The Union has two unresolved items that seek to expand the grievance process and one that would allow union release time to count as "hours worked" towards completion on an employee's probationary period. The City maintains that it is important to limit the grievance process to its intended purpose, which is addressing potential violations of the MOU. Unit 2 failed to present persuasive evidence warranting a change from the status quo regarding its remaining items. There are a few other remaining items, however the parties should be able to resolve them through additional negotiation.

OUTSTANDING ITEMS

The City's Last Economic Proposal – Opportunity for 9.0% Increase

In Year One of the contract (FY 2021-22): **5.0%**

- **1.5%** total compensation increase on an on-going basis.
- **2.5%** total compensation increase on a non-continuous (one-time) basis.
- **Reward:** An additional on-going total compensation increase of **0.5%** and a non-continuous payment equal to the economic value of **0.5%** of total compensation for agreeing to the City's transparency and accountability proposals.
- **ARPA:** A (non-specified) percentage of premium pay as allowed by the legislation and deemed appropriate by the City Council.

In Year Two of the contract (FY 2022-23): **4.0%**

- **1.5%** total compensation increase on an on-going basis.
- **2.5%** total compensation increase on a non-continuous (one-time) basis.

AFSCME Local 2384's Last Economic Proposal – 11% Increase Plus ARPA and "Trigger"

In Year One of the contract (FY 2021-22): **5.5%**

- **2.5%** total compensation increase on an on-going basis.
- **3.0%** total compensation increase on a non-continuous (one-time) basis.
- **ARPA:** If City elects to use a portion of the funds derived from the Act for "premium pay," then City and Union "meet and confer" in order to structure the allocations of those funds to unit employees.
- **Trigger:** If total projected revenue increases over prior fiscal year, "the City will meet with the Union to increase compensation to an amount at least equal to the percentage increase in revenues retroactive to the first full pay period of July 2021….Revenue increases include any State or Federal funds for COVID relief and/or the recreational marijuana tax."

In Year Two of the contract (FY 2022-23): **5.5%**

- **2.5%** total compensation increase on an on-going basis.
- **3.0%** total compensation increase on a non-continuous (one-time) basis.
- **Trigger:** If total projected revenue increases over prior fiscal year, "the City will meet the Union to increase compensation to an amount at least equal to the percentage increase in revenues retroactive to the first full pay period of July 2022….Revenue increases include any State or Federal funds for COVID relief and/or the recreational marijuana tax."

Economics

The Phoenix City Charter requires a balanced budget each year. The FY 2021-22 forecast shows a structurally balanced budget, where ongoing revenues are available for existing programs. The forecast assumes modest revenue growth with no recession, no fee increases or decreases, no new revenue sources and no changes to current revenue base as provided in state and city laws or to state shared revenue formulas. The current forecast also assumes no changes to existing labor contracts or service levels. It assumes, however, that any surplus is incorporated into the subsequent years' expenditures, whether in increased one-time and ongoing costs for added programs and services, labor increases, set asides, or other uses of the funds.

The General Fund (GF) projected surplus for FY 2021-22 is $153M and is largely made up of one-time funds of $98M with ongoing resources of $55M available for employee compensation increases and additions to programs and services in several important categories. The one-time resources are due to the Council approved transfer of funding from the Coronavirus Relief Fund (CRF) to the GF to offset public safety salaries as permitted by the Federal guidelines.

The Trial Budget attempts to balance community needs for service, organizational needs for infrastructure to provide those services, and fair compensation for City employees, without over-committing one time resources to ongoing expenses. It is critical not to use one-time resources to fund ongoing costs, especially considering the City is still dealing with the pandemic.

The economic packages offered to the employee groups was consistent with the Trial Budget. The Trial Budget divides the GF surplus between employee compensation and community services as follows:

- **77% or $118 million ($35 million on-going surplus and $83 million one-time surplus) towards compensation to employees.**

  This is approximately a 10% increase above what was allocated to employee compensation during the 2019-21 contract negotiations. There, approximately 70% was allocated to employee compensation with the remaining 30% to community services.

  Competitive compensation allows the City to continue to attract, retain and reward talented people who provide public service. The City, however, must also be fiscally responsible. A balanced budget is required. The City cannot spend more than it can afford. The City must also balance the community's needs and building/maintaining the infrastructure to serve those needs.

- **23% or $35 million towards strengthening our services to the community**. Areas of focus:

- Public Safety Reform & Responsiveness – $21 million (including $15 million for non-sworn crisis response)
- COVID Response and Recovery – $ 2.6 million
- Climate Change and Heat Resilience – $2.8 million
- Affordable Housing and Homelessness – $2.7 million
- Community Services & Growth – $2.9 million
- Administrative Accountability – $3.0 million
- Adding just over 300 positions

The City must also be mindful of its pension obligations. Since 2007-08 employee pension costs have consumed a growing share of our GF resources. GF pension costs are anticipated to increase by over $100M between FY 2021-22 and FY 2025-26. This increase is primarily caused by rising costs in public safety pension. The City is committed to paying 100 percent of our actuarially required contribution every year. While reform efforts have been successful, the City will still have a total unfunded sworn pension liability (PSPRS) of approximately $3.4 billion, which will require continued diligence and further resource strategies in the coming years. As the five-year forecast shows, pension costs, particularly PSPRS costs, will continue to add significant pressure to the GF budget going forward.

The Fact Finder's Recommendations Regarding Economics are Problematic

The City's proposed increases to employee compensation are what it could reasonably afford [Attached as Exhibit A]. The increases, including the reward for agreeing to the Accountability and Transparency proposals, were offered to all employee groups. Units 1, 4 and 5 accepted substantially similar proposals and the Council approved those contracts on April 7, 2021. Those groups also signed "fairness agreements." This means that should another group receive a greater economic package, the City agrees to match the increase for their group. Failure to honor these fairness agreements would create a significant adverse impact to management's relationships with Units 1, 4 and 5.

The Fact Finder's recommendation affords Units 2 and 3 the same total economic package offered and accepted by Units 1, 4 and 5 *but without requiring acceptance of the Accountability and Transparency provisions*. This creates a ripple effect that the City potentially cannot afford.

Although the total value is equivalent to what was offered and accepted by the other groups, the Fact Finder's recommendation increases the base economic package. As a result, under the fairness agreements, Units 1, 4 and 5 would be eligible for the higher base economic package and still be entitled to receive the negotiated reward. Their packages in year one of the contracts would **increase from 5.0% to 6.0%** [2.0% on-going and 3.0% non-continuous (one-time) ***plus*** an additional on-going total compensation increase of 0.5% and a non-continuous payment equal to the economic value of 0.5% of total compensation for agreeing to the City's transparency and accountability proposals]. The General Fund (GF) forecast and proposed budget includes creating a set-aside reserve using a portion of the GF surplus for labor increases for FY22/23 and FY 23/24 to remain structurally balanced. If more than the original economic package is awarded either the set-aside reserve would need to be used to pay for the increased base economic package in FY21/22, resulting in less resources available for FY22/23 and FY23/24, or a reduction to proposed GF Trial Budget additions for increased community programs and services would need to be identified to provide resources to cover the increased economic package.

For reasons not supported in his report or the record, the Fact Finder also recommended a "most favored nations" clause or fairness agreement for Unit 2. The City repeatedly made it

clear that all employee groups were offered the opportunity to receive the same economic package. The package included a reward. That same package has remained open and available to Unit 2 throughout this process. As noted by the Fact Finder during the hearing, fairness agreements are generally used to encourage employee groups to reach a deal prior to fact finding. They protect groups from missing out on any subsequent increases to the economic package. At this stage of the process, such protection is unnecessary. Management has not decreased the economic package extended to Unit 2. It is the same economic packaged extended to all of the other employee groups and is consistent with what Council approved for Units 1, 4 and 5.

The Re-Opener/Trigger: American Rescue Plan Act and Recreational Marijuana Sales

ARPA funds were allocated to the City during the negotiations process. Council has yet to determine how it will use those funds, including whether premium pay will be given to City employees. It was therefore premature to include anything definitive regarding ARPA premium pay in these proposals. Council has the authority and discretion to allocate premium pay separate and apart from the negotiations process. Accordingly, there is no need for "re-opener" language for ARPA in the MOU as recommended by the Fact Finder.

The City also disagrees with the Fact Finder's recommendations to include a re-opener, or trigger, for realized revenue from recreational marijuana sales. The recommendation includes no requirement that the City's ***total*** GF revenues increase. While the City anticipates it will receive some revenue from recreational marijuana sales, it is unclear whether total revenues will increase. Recreational marijuana sales began in January 2021. It is prudent to wait until more data becomes available regarding this revenue stream and accurate forecasting can be incorporated into the City's budgeting process. Moreover, the City made it clear at the hearing that any such revenues from recreational marijuana sales would likely be used to offset its unfunded pension obligations. The City maintains that this is the better use of these funds in the short-term.

Any trigger language should also include the possibility that total GF revenues may decrease. The Phoenix City Charter requires a balanced budget each year. Once the contracts are executed, the City is obligated to pay its employees in accordance with the terms of those agreements. Should total GF revenues decrease, the City would need to make cuts elsewhere in order to retain a balanced budget. That would arguably include cuts to community services and programs. Therefore, it is unfair to the community not to also require revisiting employee compensation when total GF revenues decrease.

Based on current projected budget forecasting that results in a balanced budget without using reserved funds or predicting any new revenue sources, the City's economic package being offered to Unit 2 employees is the best and final offer, and should be approved by City Council. Unit 2's eligibility for the reward is still dependent upon whether it agrees to the Accountability and Transparency proposals and whether the parties ultimately reach an overall agreement.

Accountability and Transparency Proposals

As City employees, we work for this community. We are accountable to them. That means we listen to their needs and respond to their input. It is not just being good stewards of public funds. It includes working and behaving at the highest standards. These standards apply to **all City employees**.

Over the past two years the community made it clear that it expects more transparency in the City's investigatory process, corrective action and employee discipline. The City identified several key areas where improvements could be made. Recognizing the importance of consistency, the City extended proposals to all employee groups regarding the following:

- **Investigation Protocols – codify current practices and establish greater consistency across all bargaining units.**

- **Remove references to purging of performance evaluations or serious discipline and clarify language permitting discipline to be designated as "inactive." For Unit 4 (PLEA), no discipline can be deemed "inactive."**

- **"Evergreen" Serious Discipline – expand the City's ability to consider discipline issued to an employee for certain serious offenses more than 5 years ago when assessing appropriate action for subsequent allegations of misconduct, transfers, or promotions.**

- **Grievance Committee – replace union/association president of grievant with a non-involved union representative**

Investigations

The City's proposals regarding the investigative process did not restrict any employee rights or privileges [Attached as Exhibit B]. The proposals were intended to update the MOUs to reflect current practice and to establish greater consistency amongst all employees. The parties were very close to reaching an agreement on the language. The substantive issue preventing the parties stemmed from the Union's request for employee's to receive additional materials prior to submitting to administrative interview. There, Unit 2 argued for the same or similar language as the Unit 4 MOU, which covers Police Officers. This despite repeated arguments that Unit 2 employees should be treated differently from sworn law enforcement officers with respect to the investigatory process and discipline.

The Fact-Finder rejected Unit 2's proposal to mirror language in Unit 4 MOU or the Officer's Bill of Rights that would entitle employees to more evidence prior to an investigatory interview. He agreed with the City that there may be legitimate reasons why management does not want to share all documents during the investigation stage. As discussed below, he also rejected the Unit 2's arguments that the accountability concerns should be directed solely towards sworn law enforcement. He encouraged the parties to continue to work together to find consensus on language that does not curtail any existing rights. The City remains committed to doing so.

Purging/Inactivating Files

The City has historically allowed employees to "purge" or "inactivate" certain materials from their departmental and personnel files. Materials such as performance evaluations and discipline generally became eligible to be "purged" after the passage of a specified amount of time. Currently, "purge" does not mean destruction. The materials are moved to an "inactive" file, which means they will not be used by the City when considering a transfer, promotion, or the appropriate level of discipline (progressive discipline). This language, however, has been confusing to the public and the media. In addition, the practice no longer makes sense. Management should have the discretion to be able to review an employee's history in its entirety [Attached as Exhibit(s) C and D].

Here, the Fact-Finder distinguished performance evaluations from discipline. He recommended maintaining the current practice of allowing employees to move 10-year-old performance evaluations to an "inactive" status. But the Fact Finder agreed with City's arguments that serious misconduct should be considered for transfers, promotions, and progressive discipline despite its age. This recommendation is consistent with the Fact Finder's conclusion that the City's accountability concerns should not be directed solely towards law enforcement.

"Evergreen" Serious Discipline

Currently, when making its decision regarding the appropriate level of discipline for a sustained allegation of misconduct, the City reviews only the past 5 years of the employee's history. This 5-year window is appropriate for performance issues and lower levels of misconduct. More serious offenses, however, may be relevant throughout on an employee's tenure with the City.

The City, therefore, proposed that the following violations of Personnel Rule 21 should remain open for consideration:

21b2. That the employee has been abusive or threatening in attitude, language, or conduct towards fellow employees, customers of the City, or the public.

21b4. That the employee has solicited or taken for personal use a fee, gift or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest.

21b5. That the employee is in possession of a deadly weapon (as defined in ARS 13-3101), excepting a pocket knife (as provided in ARS 13-3102) at a City worksite[1] unless such employee is a police officer.

[1](A worksite includes not only City buildings and property, but also City vehicles and private vehicles while being used on City business, and other assigned work locations.)

21b12. That the employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix.

21b13. That the employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen.

21b14. That the employee is under the influence of alcohol or illegal drugs on the job.

21b15. That after investigation, the employee has violated City of Phoenix anti-harassment or anti-discrimination policies.

21b18. That the employee has violated the city's ethics policy, including failure to provide complete accurate and truthful information.

21b19. That after investigation, it is reasonable to conclude the employee's actions brought discredit or embarrassment to the city.

21b20. That the employee's actions meet the elements of a felony.

[Attached as Exhibit E].

The Fact-Finder rejected Unit 2's arguments that employee accountability concerns were solely a police or law enforcement issue. He clearly understood that the infractions identified by the City focused on behaviors that could undermine the public's trust and confidence. He also recognized that how all employees treat each other and how they interact with members of the public is important. Yet, he expressed concern about maintaining the protections or "latitude" afforded to unions when representing their members. No employee, including a union representative, should be allowed to engage in abusive or threatening behavior without consequence. The City maintains its position that all employees need to be professional and respectful in their interactions with others. Adequate protections for the unions already exist under the City's Meet and Confer Ordinance. If any of the City's unions believe that the City has over-reacted in addressing a representative's behavior (or the action is based upon anti-union animus), a charge can be submitted to the Phoenix Employment Relations Board [PERB].

The City is willing to accept the Fact-Finder's recommendation to remove 21b19 and any reference to "moral turpitude" from its proposed language. The City made similar modifications in its agreements to Units 1, 4 and 5. The City is also willing to implement a non-binding appeal process for situations where employees are denied promotions when consideration of serious discipline over five years old was a factor.

The City does not believe it would be in the best interest of the organization or the public, however, to accept the Fact-Finder's recommendation for this change to apply only to discipline going forward. To be clear, the City indicated it would honor all previously submitted and approved purge/inactive requests along with any settlement agreements with individual employees where such a term was included. There is nothing fundamentally unfair about modifying the eligibility of previous discipline for consideration when determining the appropriate level of discipline for future sustained allegations of misconduct. If anything, it should serve as another deterrent to engage in such behavior. Limiting the City in this way artificially extends contract language from 2019-21 MOUs beyond the contract term. It would allow the language from previous contract negotiations to live in perpetuity, which essentially defeats the main purpose of a contract term. It also substantially impairs the significance of such a change for several years.

Grievance Committee

The City submitted a proposal to alter the composition of those who participate on the Grievance Committee [Attached as Exhibit F]. The Grievance Committee is tasked with formulating a recommendation to the City Manager regarding whether the grievance has merit, and if so, how to adequately resolve it. Currently, the union president of the grievant sits on the committee. The City proposed having a representative from another City employee labor group instead. The goal was to make the committee more neutral, meaning that no committee member had a direct interest in the matter under review. It would also allow the union president of the grievant to focus on advocating on behalf of their member.

The Fact Finder concluded there was no legitimate concern with continuing to allow a union president of the grievant to be a voting member on the Grievance Committee. He summarily dismissed the City's arguments regarding public perception of this practice. He also misconstrued the City's efforts towards more objectivity and neutrality. The Fact Finder failed to appreciate that the management representatives on the committee have no direct involvement or oversight of the grievant. He also failed to consider that having another union's perspective might be beneficial to the committee.

The City maintains its position that the voting members of the Grievance Committee should be altered. Substituting the union president of the grievant with a representative from another City union would increase the effectiveness of the process without diminishing the ability of the grievant's union to share its subject matter expertise and concerns.

City's Unresolved Non-Economic Items

Four Corners Management/Side Agreements

The City has a longstanding practice of using side agreements with its unions and associations. A side agreement is an agreement that is not part of the primary MOU, which the parties use to reach agreement on issues the MOU does not cover, to clarify issues in the MOU, or to modify the MOU. The City's position is, and industry standard practice supports, that a side agreement expires upon formalization of the next contract, unless specifically noted otherwise. The parties have the opportunity, should they so choose, to negotiate any side agreement language they wish to continue into the following contract.

Over the past two negotiations cycles, the City has made efforts to clarify that side agreements are intended to either be incorporated into the MOU or expire. The City's intent was to have both parties expressly agree that side agreements going back over the nearly four decades of negotiations were no longer valid. Put another way, neither party should be able to produce a document from the 1980's or 1990's and claim it is still enforceable.

The City again proposed language attempting to limit the scope of binding agreements between the parties to the 2021-23 MOU. [Attached as Exhibit G]. This language was agreed to by Unit 1 for its 2021-23 MOU and similar language was added to the 2019-21 MOUs for Units 4 and 5.

The Fact Finder summarily dismissed the City's proposal because the City did not produce a list of agreements it was asking the Union to forego. Neither side has actual knowledge of the other's records. A key purpose of this proposal was to prevent one side from surprising the other with past agreements for which it had no record. The City therefore asks that the Council adopt its proposed language regarding limiting the parties' agreement to the four corners of the MOU.

Position Reallocations/Reclassifications

The City responded to concerns raised by the Union regarding the *reallocation* of Unit 2 positions by ensuring that it would give the Union 30 days' notice of such changes. This was already the current practice for the *reclassification* of Unit 2 positions into a different bargaining unit. Unit 2 received notice of these changes in March 2020. The City's proposed language accurately reflected the changes to this process. [Attached as Exhibit H].

The City accepts the Fact Finder's recommendation to include a meeting with the Union as well. As noted by the Fact Finder, the Union sought only a meeting – not the ability to "meet and confer" or to veto management's decisions. This is consistent with a recent ruling from PERB [CA-368], which affirmed management's authority and discretion to select the classifications of employees it deems appropriate to meet operational needs.

The City asks that the Council adopt the remainder of its proposed language.

Unit 2's Unresolved Non-Economic Items

Grievances

The Union submitted two proposals that would unduly expand the definition of a grievance. The first would remove the requirement that grievances should reference a specific violation of the MOU. This requirement was added to its 2019-21 MOU. The second sought to include allegations of unacceptable workplace conduct or abuse of authority as set forth in Administrative Regulation 2.99, Respect and Civility in the Workplace. The grievance process should be limited to contractual violations.

The Fact Finder's recommendations on these proposals were limited to having the parties discuss options outside of the grievance process for the Union to raise these types of concerns. This overlooks the fact that the City already has numerous options for employees to raise concerns regarding unfair treatment and unprofessional or disrespectful behavior, e.g. Human Resources, Equal Opportunity Department, Integrity Line, and PERB. The City therefore asks that the Council reject the proposed language.

The Union also asked to receive a written explanation when grievances are dismissed on procedural grounds. This was already the City's current practice and the City accepts the Fact Finder's recommendation to codify this practice in the MOU.

Union Release

The Union proposed language seeking to alter the current interpretation and practice under the City's Personnel Rules regarding "hours worked" towards an employee's probationary period. The Union asserts that time spent on union release should qualify due to the potential for unfair treatment or retaliation by supervisors when the employee returns to their assigned position. An employee facing such scrutiny could seek review by PERB. The Fact Finder concluded that the suggested harm was too attenuated to recommend a change to the status quo. He also appropriately noted that such a recommendation could impinge on the Civil Service Board's Jurisdiction. The City asks that the Council reject the proposed language.

The City is confident that the parties will be able to reach consensus on any remaining outstanding items.

Conclusion

City employees persevered on the front lines of the pandemic. The City needs to recognize their efforts and ensure that its compensation package remains competitive. Compensation is a major factor in recruiting and retaining top talent. Management's responsibility, however, is to present a balanced budget that is sustainable using existing revenue sources. The City must also balance the community's needs and provide the infrastructure required to serve those needs. The compensation package being offered, and as accepted by three other bargaining units, provides a balance between providing increases to our employees (77%) and improving services to our citizens (23%) in a fiscally sustainable manner. Unit 2's economic proposal is neither affordable nor sustainable. Unit 2 was given the same opportunity as the other employee groups to receive 9.0% in total compensation increases over the next two years. If Unit 2 agrees to accept the Accountability and Transparency Proposals, as Units 1, 4 and 5 did, it should be entitled to the 1% reward. Alternatively, should Unit 2 choose not to agree to the Accountability and Transparency proposals, it should not be entitled to the 1% reward.

The City's remaining proposals discussed here should be accepted. They do not fundamentally alter or impair the rights of Unit 2 employees. The proposals clarify the scope of the agreements between the parties and codify current City practices in the MOU. The non-economic proposals that the City has made, especially regarding its accountability and

transparency package, are a balanced approach to being fair to employees while meeting the public's expectations.

Respectfully submitted,

Lori Bays
Human Resources Director

City's Position Statement
Unresolved Matters with Local 2384 (Unit 2)

Exhibit A

2021 Negotiations – AFSCME 2384/Unit 2

PROPOSAL	MC-13 Counter UC68 Economics	Tentative Agreement:	
CURRENT Article, Section, Sub-section	Article 3: Compensation/Wages Section 3-1.A & B	**NEW** Article, Section, Sub-section	

Current Language:

In year one of this agreement, the economic value of ongoing total compensation increase will equal 2%. Unit 2 employees will also receive a non-continuous payment equal to the economic value of 3% total compensation.

In year two of this agreement, the economic value of ongoing total compensation increase will equal 2.0%. Unit 2 employees will also receive a non-continuous payment equal to the economic value of 3.0% total compensation. The City will accept the following compensation package and Union Proposals as presented in U-17 Revised, U-27, UC-41, UC-69 and, UC-70 as part of this deal. These proposals include the City's accountability and transparency language as modified by the Union.

New Language or Change:

~~**In year one of this agreement, the economic value of ongoing total compensation increase will equal 2%. Unit 2 employees will also receive a non-continuous payment equal to the economic value of 3% total compensation.**~~

~~**In year two of this agreement, the economic value of ongoing total compensation increase will equal 2.0%. Unit 2 employees will also receive a non-continuous payment equal to the economic value of 3.0% total compensation. The City will accept the following compensation package and Union Proposals as presented in U-17 Revised, U-27, UC-41, UC-69 and, UC-70 as part of this deal. These proposals include the City's accountability and transparency language as modified by the Union.**~~

In year one of this agreement, the economic value of ongoing total compensation increases will equal 1.5%. Unit 2 employees will also receive a non-continuous payment equal to the economic value of 2.5% total compensation. Finally, Unit 2 employees will also receive an additional ongoing total compensation increase of 0.5%, and a non-continuous payment equal to the economic value of 0.5% of total compensation for agreeing to the City's transparency and accountability proposals. This will be paid as follows:

1. A 2.38% base wage increase effective the first full pay period in July 2021.
2. A non-continuous payment $2,235 per Full-Time Employee to be paid out the first full pay period in August 2021.
3. An additional non-continuous payment of $447 per Full-Time Employee to be paid out the first full pay period in August 2021.

In year two of this agreement, the economic value of ongoing total compensation increases will equal 1.5%. Unit 2 employees will also receive a non-continuous payment equal to the economic value of 2.5% total compensation. This will be paid as follows:

1. A 1.78% base wage increase effective the first full pay period in July 2022.
2. A non-continuous payment of $2,279 per Full-Time Employee to be paid out on the first full pay period in August 2022.

PROPOSAL _____

The City will evaluate the American Rescue Plan Act and will provide a (non-specified) percentage of premium pay as allowed by the legislation and deemed appropriate by the City Council, balancing the needs of the community and employees in their development of a strategic plan for the ARPA funds. The strategic plan will follow guidelines provided by the Department of Treasury. This language will expire at the conclusion of the 2021-2023 MOU.

Intent or problem to be resolved:

The non-continuous offer is non-pensionable per COPERS/PSPRS rules, statutes, and/or policies.
The value of any other economic proposals signed will be deducted from the value of this offer.
Offer is only good with the signing of the City's transparency and accountability proposals, as discussed at the table.

Example(s) of how new language/change will be applied (perhaps as opposed to previous language):

Tentative Agreement:

_____ _____
Union Chief Spokesperson/ City Chief Spokesperson

_____ _____
Date/ Time

City's Position Statement
Unresolved Matters with Local 2384 (Unit 2)

Exhibit B

2021 Negotiations – AFSCME 2384/Unit 2

PROPOSAL	M – 9 Revision #1 Investigations/Discipline	Tentative Agreement:	
CURRENT Article, Section, Sub-section	Article 1, 1-4. Rights of Unit Employees Investigations/Discipline Section A and B	**NEW** Article, Section, Sub-section	Article 1, 1-4 Rights of Unit Employees Investigations/Discipline Section A and B

Current Language:

A. All Unit employees and stewards have the right to have the Union serve as their "meet and confer" representative as set forth in the Meet and Confer Ordinance without discrimination or retaliation based on membership or non-membership in the Union or any other organization.

B. Unit employees have the right to be represented by the Union in dealings with the City concerning grievances, and if personally requested by the employee during the conduct of a management initiated investigatory interview concerning allegations focused on the employee, which may result in disciplinary action against the employee for violation of City or department work rules or regulations. Prior to the employee being interviewed, a supervisor will advise the employee of the right to a representative. An interview becomes investigatory when facts or evidence sought by management may result in any disciplinary action against the employee being interviewed. The employee shall be entitled to receive a copy of any statement that the employee is instructed to sign. A Unit member that is under investigation for any discipline, and who is interviewed or requested to respond in writing, will be given a written statement informing the employee of the nature of the investigation and the allegations against the employee. The written statement will also notify the Unit member that the employee has the right to have a representative attend the investigatory meeting. The employee and/or representative may ask for a caucus during the meeting. Prior to the conclusion of the meeting the member or representative will have the opportunity to make a closing statement. An employee under investigation will be notified in writing every three (3) months as to the current status of the investigation. This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion. The employee shall have a minimum of seventy-two (72) hours excluding weekends (N days) to respond to requests for information concerning an investigation. The employee shall have a right to know if his or her accuser is a city employee or citizen/customer, and all allegations against the employee.

If a Union Steward is requested by management to hold over, or is called in from home by a supervisor to represent an employee at a meeting required by management, the Union Steward will receive overtime compensation for actual time held over or a minimum of one (1) hour if called in from home.

If any Unit member is instructed not to speak to anyone regarding an investigation, this restriction does not apply to speaking to the Union Steward or the Union President or his designee.

New Language or Change:

~~A. All Unit employees and stewards have the right to have the Union serve as their "meet and confer" representative as set forth in the Meet and Confer Ordinance without discrimination or retaliation based on membership or non-membership in the Union or any other organization.~~

~~B. Unit employees have the right to be represented by the Union in dealings with the City concerning grievances, and if personally requested by the employee during the conduct of a management initiated investigatory interview concerning allegations focused on the employee, which may result in disciplinary action against the employee for violation of City or department work rules or regulations. Prior to the employee being interviewed, a supervisor will advise the employee of the right to a representative. An interview becomes investigatory when facts or evidence sought by management may result in any disciplinary action against the employee being interviewed. The employee shall be entitled to receive a copy of any statement that the employee is instructed to sign. A Unit member that is under investigation for any discipline, and who is interviewed or requested to respond in writing, will be given a written statement informing the employee of the nature of the investigation and the allegations against the employee. The written statement will also notify the Unit member that the employee has the right to have a representative attend the investigatory meeting. The employee and/or representative may ask for a caucus during the meeting. Prior to the conclusion of the meeting the member or representative will have the opportunity to make a closing statement. An employee under investigation will be notified in writing every three (3) months as to the current status of the investigation. This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion. The employee shall have a minimum of seventy-two (72) hours excluding weekends (N days) to respond to requests for information concerning an investigation. The employee shall have a right to know if his or her accuser is a city employee or citizen/customer, and all allegations against the employee.~~

~~If a Union Steward is requested by management to hold over, or is called in from home by a supervisor to represent an employee at a meeting required by management, the Union Steward will receive overtime compensation for actual time held over or a minimum of one (1) hour if called in from home.~~

~~If any Unit member is instructed not to speak to anyone regarding an investigation, this restriction does not apply to speaking to the Union Steward or the Union President or his designee.~~

A. Unit employees have the right to be represented by the union and the union reserves the right to provide representation to its members in dealings with the City concerning grievances, and matters pertaining to their individual employment rights and obligations, and during an investigatory interview concerning allegations focused on the employee which may result in disciplinary action.

B. Supervisors are encouraged to discuss concerns and attempt to resolve those concerns with an employee without utilizing a formal investigatory process. Supervisors are encouraged to not utilize an investigatory process unless they have a reasonable belief that discipline (a written reprimand or higher) could result. Should information be made during a conversation to attempt to resolve an issue that could result in discipline, the supervisor will stop the meeting and utilize an investigatory process as outlined below. Any interview becomes investigatory when facts or evidence sought by the City may result in a disciplinary action.

C. The City may, at its sole discretion, either conduct investigatory interviews with employees or issue employees written questions. In either case, a Notice of Inquiry (NOI) form will be used. The intent of the NOI is to clearly put employees on notice that they are under investigation that could result in discipline, inform them of the nature of the allegations against them, and inform them of their right to representation.

D. If the City elects to issue written questions to the employee, the following shall apply:

1. If an NOI is being issued and there is no active questioning, representation is not required. Employees may bring a representative if they desire, however there will be no discussion during the issuance of the NOI.

2. The employee will have 72-hours excluding holidays and N-days to respond in writing and provide any other material requested. This deadline may be extended by mutual agreement if there are extenuating circumstances.

E. If the City elects to conduct an investigatory interview, the following shall apply:

1. Prior to the employee being interviewed, the employee shall be advised of their right to a representative.

2. The NOI form will be issued at the meeting.

3. The union representative may assist and consult with the employee, attempt to clarify the facts or questions asked, and suggest other employees or witnesses who may have knowledge of the underlying issues. The union representative cannot speak on behalf of the employee or impede the progress of the interview.

4. The member or representative may ask for a caucus during the meeting. Caucuses will be granted for a reasonable timeframe.

5. The interviewer may not prohibit the union representative from engaging in representation, including consulting with the employee. The member shall be allowed to seek advice from their representative in caucus during the interview. A caucus will not be permitted when a question is pending. The employee will be given the opportunity to clarify their answer after the caucus.

6. The union representative may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.

7. Prior to the conclusion of the meeting, the member or representative shall have the opportunity to make a closing statement.

8. If the department requires a written statement at an investigatory meeting, the employee will be given up to one hour of City time to write the statement.

Additional time may be granted at the sole discretion of the department and will not be withheld arbitrarily.

9. The employee will be provided with a copy of the interview notes and given 72 hours to confirm their answers and provide any additional information.

10. Except for emergency situations, the unit employees shall have a minimum of 24 hours to arrange for union representation when the member is the subject of an administrative investigatory interview. The union representative will make every reasonable attempt to arrive within the 24 hours. An employee may waive the 24-hour time requirement if the employee is not opting for representation.

F. Regardless of whether the City elects to interview the employee, or issue written questions, the following shall apply:

1. The employee will be instructed not to speak to anyone regarding an investigation. This restriction does not apply to the union, the union's attorney, the employee's family, the employee's attorney, the investigator, or chain-of-command.

2. The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other.

3. The member shall also be informed of the Garrity protections afforded to public employees who may also be under criminal investigation or whose actions meet the elements of a crime [Garrity v. New Jersey, 385 U.S. 493, 87 S.Ct. 616 (1967)].

4. A unit member shall receive a copy of any statement that they are asked to sign.

5. Every 60 days, a unit member under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing.

G. Miscellaneous

1. A unit member identified solely as a witness will not be prevented from contacting the union (association) on their own time to consult with a union (association) representative prior to their interview.

2. No investigatory documentation, such as the NOI or witness statements shall be kept in the Personnel or Supervisory Files after the investigation is concluded.

H. Unit employees will be permitted to apply and/or compete in a transfer process while in a pending investigation. The transfer process will not be delayed pending the conclusion of the related investigation.

I. An employee who receives a written reprimand or suspension may request a copy of the information upon which the written reprimand or suspension was based,

pertaining to what was specifically cited in the discipline at no cost to the employee.

J. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article unless otherwise specified in this MOU. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

Intent or problem to be resolved:

Improved consistency. This language replaces all existing investigatory & discipline language in the current MOU.

Example(s) of how new language/change will be applied (perhaps as opposed to previous language):

Tentative Agreement:

Union Chief Spokesperson/	City Chief Spokesperson
Date/	Time

City's Position Statement
Unresolved Matters with Local 2384 (Unit 2)

Exhibit C

2021 Negotiations – AFSCME 2384/Unit 2

PROPOSAL	M – 2 Evaluations 10 Years	Tentative Agreement:	
CURRENT Article, Section, Sub-section	Article 1: Rights; Section 1-4.E Page 13	**NEW** Article, Section, Sub-section	

Current Language:

Upon request, performance evaluations over 10 years old will be purged from a unit member's personnel file after 10 (ten) years as an active employee.

New Language or Change:

~~Upon request, performance evaluations over 10 years old will be purged from a unit member's personnel file after 10 (ten) years as an active employee.~~

Intent or problem to be resolved:

To mirror the current practice of maintaining performance evaluations electronically

Example(s) of how new language/change will be applied (perhaps as opposed to previous language):

Tentative Agreement:

Union Chief Spokesperson/ City Chief Spokesperson

Date/ Time

City's Position Statement
Unresolved Matters with Local 2384 (Unit 2)

Exhibit D

2021 Negotiations – AFSCME 2384/Unit 2

PROPOSAL	M – 6 Purge/Inactivate/ Discipline Records	Tentative Agreement:	
CURRENT Article, Section, Sub-section	Article 1: Rights Sec 1-4.E Page 14	**NEW** Article, Section, Sub-section	

Current Language:

Last paragraph in Sec 1-4.E

In the event documentation that is eligible for purging from the home department personnel file is not purged, it will not be considered in future disciplinary matters. Discipline over five years old will not be considered in any process.

New Language or Change:

~~Discipline over five years old will not be considered in any process.~~ **Discipline older than 5 years from the date of issuance will not be considered for progressive discipline or promotion/transfer purposes except for the following types of discipline, which may be considered for the duration of employment (and upon the employee's return to employment, if applicable): Discipline under 21b2, 21b4, 21b5, 21b12, 21b13, 21b14, 21b15, 21b18, 21b19, 21b20, and other discipline falling under the category of moral turpitude.**

Intent or problem to be resolved:

Improved consistency and transparency.

Example(s) of how new language/change will be applied (perhaps as opposed to previous language):

Tentative Agreement:

Union Chief Spokesperson/ City Chief Spokesperson

Date/ Time

City's Position Statement
Unresolved Matters with Local 2384 (Unit 2)

Exhibit E

2021 Negotiations – AFSCME 2384/Unit 2

PROPOSAL	M – 70 Revision #1 Purge & Inactive Reference	Tentative Agreement:	
CURRENT Article, Section, Sub-section	Article 1: Rights Section 1-4.E and Section 1-4.G Pages 13 & 14	**NEW** Article, Section, Sub-section	

Current Language:

Section 1-4.E

E. All unit employees may request that their home department personnel files be purged of any adverse materials which are three (3) years or older providing the employee has received no disciplinary action for the same thing during the one-year immediately preceding the request. The request must be in writing and forwarded through official channels. Any adverse materials which are three (3) years or older, shall be purged from the home department personnel file and moved to a section marked “Inactive" in the Central HR Department personnel file. Discipline notices are exempted from these provisions except as described below.

Purging requests apply to all files, in all formats, in all locations, with the exception of the “Inactive” section of the Central HR Department personnel file.

Upon request, performance evaluations over 10 years old will be purged from a unit member’s personnel file after 10 (ten) years as an active employee.

If an employee receives a written reprimand during the rating period, the supervisor will document the improvement required in the employee’s performance evaluation without documenting the issuance of discipline.

Upon request, a unit member may have documents related to disciplinary actions, which are over ten (10) years old, removed from the home department personnel file and moved to a section marked “Inactive" in the Central HR Department personnel file when there have been no incidents or problems of a similar nature within the ten year period immediately preceding the request. The term “disciplinary actions” is defined as follows:

Any discipline given a unit member that resulted in a suspension of eighty (80) hours or less and, for an infraction which did not result in a criminal charge or actions which did not include violent or assaultive behavior directed at another person or, any infraction that is no longer considered to be a disciplinary matter under current contemporary department standards in effect at the time of the unit member’s file purge request.

In the event documentation that is eligible for purging from the home department personnel file is not purged, it will not be considered in future disciplinary matters. Discipline over five years old will not be considered in any process.

Section 1-4.G (Last paragraph only)

The supervisory counseling will be purged from the supervisor’s file after no more than a maximum of one (1) year from the incident, provided no further incidents of a similar nature occur during this one (1) year period.

New Language or Change:

Section 1-4.E

E. ~~All unit employees may request that their home department personnel files be purged of any adverse materials which are three (3) years or older providing the employee has received no disciplinary action for the same thing during the one-year immediately preceding the request. The request must be in writing and forwarded through official channels. Any adverse materials which are three (3) years or older, shall be purged from the home department personnel file and moved to a section marked "Inactive" in the Central HR Department personnel file. Discipline notices are exempted from these provisions except as described below.~~

~~Purging requests apply to all files, in all formats, in all locations, with the exception of the "Inactive" section of the Central HR Department personnel file.~~

~~Upon request, performance evaluations over 10 years old will be purged from a unit member's personnel file after 10 (ten) years as an active employee.~~

~~If an employee receives a written reprimand during the rating period, the supervisor will document the improvement required in the employee's performance evaluation without documenting the issuance of discipline.~~

~~Upon request, a unit member may have documents related to disciplinary actions, which are over ten (10) years old, removed from the home department personnel file and moved to a section marked "Inactive" in the Central HR Department personnel file when there have been no incidents or problems of a similar nature within the ten year period immediately preceding the request. The term "disciplinary actions" is defined as follows:~~

~~Any discipline given a unit member that resulted in a suspension of eighty (80) hours or less and, for an infraction which did not result in a criminal charge or actions which did not include violent or assaultive behavior directed at another person or, any infraction that is no longer considered to be a disciplinary matter under current contemporary department standards in effect at the time of the unit member's file purge request.~~

~~In the event documentation that is eligible for purging from the home department personnel file is not purged, it will not be considered in future disciplinary matters. Discipline over five years old will not be considered in any process.~~

Section 1-4.G (Last paragraph only)

~~The supervisory counseling will be purged from the supervisor's file after no more than a maximum of one (1) year from the incident, provided no further incidents of a similar nature occur during this one (1) year period.~~

(Replace stricken language with the following chart. The fourth paragraph above is included below as well)

Document	Supervisory File	Department File (if applicable)	Personnel File (OFFICIAL FILE)
Coachings/Supervisory Counselings	**Maintain original in file. Remove annually provided no further incidents.**	**Not maintained in file.**	**Not maintained in file.**
Written Reprimands	**Maintain copy in file. Remove annually provided no further incidents.**	**Maintain copy in file. Employee may request to remove after 3 years.**	**Maintain original in file. Employee may request to inactivate after 3 years.**
Suspensions (other than below)		**Maintain copy in file. Employee may request to remove after 10 years.**	**Maintain original in file. Employee may request to inactivate after 10 years.**
Discipline under 21b2, 21b4, 21b5, 21b12, 21b13, 21b14, 21b15, 21b18, 21b19, 21b20, and other discipline falling under the category of moral turpitude.		**Maintain copy in file. Cannot Remove**	**Maintain original in file. May not be inactivated**

The official discipline record is maintained in the Personnel File. Copies maintained in either the Supervisory and/or Department files are not the official record. Employees may request to remove/inactivate eligible documents based on the above criteria. Official records may only be inactivated and not removed.

If an employee receives a written reprimand during the rating period, the supervisor will document the improvement required in the employee's performance evaluation without documenting the issuance of discipline.

The City continues to retain the format used for corrective action/discipline, including forms, technology, etc.

Intent or problem to be resolved:

Improved consistency

Example(s) of how new language/change will be applied (perhaps as opposed to previous language):

Tentative Agreement:

Union Chief Spokesperson/	City Chief Spokesperson
Date/	Time

2021 Negotiations – AFSCME 2384/Unit 2

PROPOSAL	M – 70 Purge Inactive Reference	Tentative Agreement:	
CURRENT Article, Section, Sub-section	Article 1: Rights Section 1-4.E and Section 1-4.G Pages 13 & 14	**NEW** Article, Section, Sub-section	

Current Language:

Section 1-4.E

E. All unit employees may request that their home department personnel files be purged of any adverse materials which are three (3) years or older providing the employee has received no disciplinary action for the same thing during the one-year immediately preceding the request. The request must be in writing and forwarded through official channels. Any adverse materials which are three (3) years or older, shall be purged from the home department personnel file and moved to a section marked "Inactive" in the Central HR Department personnel file. Discipline notices are exempted from these provisions except as described below.

Purging requests apply to all files, in all formats, in all locations, with the exception of the "Inactive" section of the Central HR Department personnel file.

Upon request, performance evaluations over 10 years old will be purged from a unit member's personnel file after 10 (ten) years as an active employee.

If an employee receives a written reprimand during the rating period, the supervisor will document the improvement required in the employee's performance evaluation without documenting the issuance of discipline.

Upon request, a unit member may have documents related to disciplinary actions, which are over ten (10) years old, removed from the home department personnel file and moved to a section marked "Inactive" in the Central HR Department personnel file when there have been no incidents or problems of a similar nature within the ten year period immediately preceding the request. The term "disciplinary actions" is defined as follows:

Any discipline given a unit member that resulted in a suspension of eighty (80) hours or less and, for an infraction which did not result in a criminal charge or actions which did not include violent or assaultive behavior directed at another person or, any infraction that is no longer considered to be a disciplinary matter under current contemporary department standards in effect at the time of the unit member's file purge request.

In the event documentation that is eligible for purging from the home department personnel file is not purged, it will not be considered in future disciplinary matters. Discipline over five years old will not be considered in any process.

Section 1-4.G (Last paragraph only)

The supervisory counseling will be purged from the supervisor's file after no more than a maximum of one (1) year from the incident, provided no further incidents of a similar nature occur during this one (1) year period.

PROPOSAL

New Language or Change:

Section 1-4.E

E. ~~All unit employees may request that their home department personnel files be purged of any adverse materials which are three (3) years or older providing the employee has received no disciplinary action for the same thing during the one-year immediately preceding the request. The request must be in writing and forwarded through official channels. Any adverse materials which are three (3) years or older, shall be purged from the home department personnel file and moved to a section marked "Inactive" in the Central HR Department personnel file. Discipline notices are exempted from these provisions except as described below.~~

~~Purging requests apply to all files, in all formats, in all locations, with the exception of the "Inactive" section of the Central HR Department personnel file.~~

~~Upon request, performance evaluations over 10 years old will be purged from a unit member's personnel file after 10 (ten) years as an active employee.~~

If an employee receives a written reprimand during the rating period, the supervisor will document the improvement required in the employee's performance evaluation without documenting the issuance of discipline.

~~Upon request, a unit member may have documents related to disciplinary actions, which are over ten (10) years old, removed from the home department personnel file and moved to a section marked "Inactive" in the Central HR Department personnel file when there have been no incidents or problems of a similar nature within the ten year period immediately preceding the request. The term "disciplinary actions" is defined as follows:~~

~~Any discipline given a unit member that resulted in a suspension of eighty (80) hours or less and, for an infraction which did not result in a criminal charge or actions which did not include violent or assaultive behavior directed at another person or, any infraction that is no longer considered to be a disciplinary matter under current contemporary department standards in effect at the time of the unit member's file purge request.~~

~~In the event documentation that is eligible for purging from the home department personnel file is not purged, it will not be considered in future disciplinary matters. Discipline over five years old will not be considered in any process.~~

Section 1-4.G (Last paragraph only)

~~The supervisory counseling will be purged from the supervisor's file after no more than a maximum of one (1) year from the incident, provided no further incidents of a similar nature occur during this one (1) year period.~~

Intent or problem to be resolved:

Improved consistency

PROPOSAL _____

Example(s) of how new language/change will be applied (perhaps as opposed to previous language):

Tentative Agreement:

_____	_____
Union Chief Spokesperson/	City Chief Spokesperson
_____	_____
Date/	Time

City's Position Statement
Unresolved Matters with Local 2384 (Unit 2)

Exhibit F

2021 Negotiations – AFSCME 2384/Unit 2

PROPOSAL	M- 1 Grievance Committee	Tentative Agreement:	
CURRENT Article, Section, Sub-section	ARTICLE 2: Grievance/ Arbitration/Labor Management Section 2-1.C.a Page 18/19	**NEW** Article, Section, Sub-section	

Current Language:

The Grievance Committee shall be composed of:
Chairman: A member of the City Manager's Office designated by the City Manager.
Member: A City of Phoenix Department Director.
Member: The President of the Local or the President's designee.

New Language or Change:

The Grievance Committee shall be composed of:
Chairman: A member of the City Manager's Office designated by the City Manager.
Member: A City department head on a rotating schedule.
Member: The President of ~~the Local or the President's designee~~ **another Union, other than the Grievant's, representing employees with the City of Phoenix**~~, or designee~~.

Intent or problem to be resolved:

Use of neutral parties on the Grievance Committee

Example(s) of how new language/change will be applied (perhaps as opposed to previous language):

Tentative Agreement:

Union Chief Spokesperson/	City Chief Spokesperson
Date/	Time

City's Position Statement
Unresolved Matters with Local 2384 (Unit 2)

Exhibit G

2021 Negotiations – AFSCME 2384/Unit 2

PROPOSAL	M – 3 4 Corners Management	Tentative Agreement:	
CURRENT Article, Section, Sub-section	Article 6: Miscellaneous Section 6-7.F Page 50	**NEW** Article, Section, Sub-section	

Current Language:

This Memorandum constitutes the total and entire agreements between the parties and no verbal statement shall supersede any of its provisions. All side agreements modified during this contract period must contain an effective starting and expiration timeframe. Any supplements, amendments, or modifications to this M.O.U. shall be executed by duly authorized representative of each party.

New Language or Change:

This Memorandum constitutes the total and entire agreements between the parties and no **past written or** verbal statement**/agreements** shall supersede any of its provisions. All side agreements modified during this contract period must contain an effective starting and expiration timeframe. Any supplements, amendments, or modifications to this M.O.U. shall be executed by duly authorized representative of each party.

Intent or problem to be resolved:

To establish the contract as encompassing the total and entire agreements between the City and labor. No change in practice as side agreements from prior contracts are expired.

Example(s) of how new language/change will be applied (perhaps as opposed to previous language):

Tentative Agreement:

Union Chief Spokesperson/	City Chief Spokesperson
Date/	Time

City's Position Statement
Unresolved Matters with Local 2384 (Unit 2)

Exhibit H

2021 Negotiations – AFSCME 2384/Unit 2

PROPOSAL	M-12 Revision #1 New Positions/Classifications	Tentative Agreement:	
CURRENT Article, Section, Sub-section	Article 1: Rights, Section 1-6 Page 15/16	**NEW** Article, Section, Sub-section	

Current Language:

Section 1-6: New Positions/Classifications

A. The City will notify the Union, in writing, thirty (30) calendar days in advance before any new position or classification is placed permanently within any Field Unit. The City shall notify the Union, in writing, of the results of any Unit II reclassification study no less than ten (10) calendar days prior to that study being presented to the Personnel Committee. When the Personnel Committee agenda is sent to the involved department(s), a copy will also be sent to the Union.

B. The parties agree to consult on the inclusion or exclusion of new classification(s) in the bargaining Unit and will thereafter refer any such matter to the Phoenix Employment Relations Board for appropriate action.

C. The City agrees that it shall notify the Union thirty (30) days in advance in writing when significant changes will be made in the duties, responsibilities, training, or 16 experience qualifications in position classification standards resulting in classification changes or resulting in positions being removed from the unit.

D. Requests for Studies

1. The Union may submit written requests for job classification studies to the Labor-Management Committee.

2. All written requests for classification studies submitted by the Union shall include, but not be limited to, the following information:

a. A full description of the new duties and responsibilities.

b. A full explanation of why the Union feels the position(s) should be reclassified.

c. A list of comparative positions/classifications that led to the Union's request.

d. Such other information as is normally considered relevant to a classification review.

3. The results of the audit of any classification study shall be subject to review by the City's Personnel Committee in accordance with existing procedures in that respect.

4. The City will inform the Union when Union requested classification studies commence and will inform the Union of progress on the study at sixty (60) day intervals at the scheduled Labor Management Committee meetings.

E. For each year of the Memorandum, the union may request up to one (1) current classification be studied

New Language or Change:

Section 1-6: New Positions/Classifications

~~A. The City will notify the Union, in writing, thirty (30) calendar days in advance before any new position or classification is placed permanently within any Field Unit. The City shall notify the Union, in writing, of the results of any Unit II reclassification study no less than~~

~~ten (10) calendar days prior to that study being presented to the Personnel Committee. When the Personnel Committee agenda is sent to the involved department(s), a copy will also be sent to the Union.~~

~~B. The parties agree to consult on the inclusion or exclusion of new classification(s) in the bargaining Unit and will thereafter refer any such matter to the Phoenix Employment Relations Board for appropriate action.~~

~~C. The City agrees that it shall notify the Union thirty (30) days in advance in writing when significant changes will be made in the duties, responsibilities, training, or 16 experience qualifications in position classification standards resulting in classification changes or resulting in positions being removed from the unit.~~

~~D. Requests for Studies~~

~~1. The Union may submit written requests for job classification studies to the Labor-Management Committee.~~

~~2. All written requests for classification studies submitted by the Union shall include, but not be limited to, the following information:~~

~~a. A full description of the new duties and responsibilities.~~

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A. Position Movement

The City shall give written notice to the Union thirty (30) days in advance of a position being reallocated or reclassified such that the position is removed from the unit.

B. New Classifications

The parties agree to consult on the inclusion or exclusion of new classification(s) in the bargaining unit and may thereafter refer any such matter, jointly or individually, to the Phoenix Employment Relations Board (PERB) for appropriate action.

C. Classification and Compensation Studies

The City shall give notice to the Union within ten (10) working days whenever a classification or compensation study is undertaken that includes active positions belonging to the Union. The Human Resources Department shall provide the Union with an opportunity to meet with the person conducting the study prior to preparation of any report or recommendations. The City shall notify the affected Union of the results and recommendations resulting from any study thirty (30) calendar days prior to that study being presented to the Human Resources Committee. It should be noted that there is no guarantee, either expressed or implied that changes to a classification or its grade and salary range will result from a study.

D. Request for Study

The Union may submit a prioritized written request of classifications specific to the unit that they wish to have studied. All written requests shall include a full explanation of why the classification should be studied. This explanation shall indicate whether the Union is requesting a full classification study (including job levels and job

architecture) or if the request is limited to a compensation review to assess market competitiveness and grade and salary levels. At least one request by the Union shall be ~~completed~~ started by the Human Resources Department in order of their ranking if the City Manager has authorized the Human Resources Department to conduct studies.

Intent or problem to be resolved:

Improve consistency. Accurately mirror process.

Example(s) of how new language/change will be applied (perhaps as opposed to previous language):

Tentative Agreement:

_____	_____
Union Chief Spokesperson/	City Chief Spokesperson
_____	_____
Date/	Time

2021 Negotiations – AFSCME 2384/Unit 2

PROPOSAL	M-12 New Positions/Classifications	Tentative Agreement:	
CURRENT Article, Section, Sub-section	Article 1: Rights, Section 1-6 Page 15/16	**NEW** Article, Section, Sub-section	

Current Language:

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B. The parties agree to consult on the inclusion or exclusion of new classification(s) in the bargaining Unit and will thereafter refer any such matter to the Phoenix Employment Relations Board for appropriate action.

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PROPOSAL _____

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Union Chief Spokesperson/	City Chief Spokesperson
_____	_____
Date/	Time

ATTACHMENT C

Daniel Bonnett (AZ # 014127)
Jennifer Kroll (AZ # 019859)
Martin & Bonnett, P.L.L.C.
4647 N. 32nd Street, Suite 185
Phoenix, AZ 85018
Telephone: (602) 240-6900
Facsimile: (602) 240-2345
dbonnett@martinbonnett.com
jkroll@martinbonnett.com

Attorneys for AFSCME 2384

AMERICAN FEDERATION OF STATE,	**)**
COUNTY AND MUNICIPAL EMPLOYEES,	**)**
LOCAL 2384	**)**
Meet and Confer Representative for	**)**
Unit 2 Employees of City of Phoenix	**)**
	)
And	**)**
	)
CITY OF PHOENIX, ARIZONA	**)**
A Municipal Corporation City/Employer	**)**

**POSITION OF AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 2384
PURSUANT TO PHOENIX CITY CODE § 2-219(K)**

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INTRODUCTION

American Federation of State, County and Municipal Employees, Local 2384 ("AFSCME Local 2384" or "the Union") hereby submits this position statement pursuant to Phoenix City Code §2-219(K). There are more than 1,700 authorized Unit 2 employees in the City.

Unit 2 employees serve vital roles in providing essential City services to the community and public and have done so throughout the COVID-19 pandemic. Unit 2 employees represent the skilled trades, mechanics and equipment operators who have kept the City running with vital water, sewer, streets and other municipal services to the public. They have worked throughout the pandemic to ensure that City services have kept running without fail. They have ensured the safety and security of the water supply, the airports and other vital services even as they faced more and more risk in the workplace.

BACKGROUND

On April 1 and 2, 2021, a neutral factfinder, Najeeb N. Khoury, selected by the parties, held a combined factfinding hearing with AFSCME Local 2960 and AFSCME Local 2384. The factfinder heard extensive testimony and arguments and reviewed exhibits presented by both the Union and City management on the issues and proposal on which the parties were unable to reach agreement during negotiations. During the hearing, the City's witnesses included the City Manager Ed Zuercher, Assistant City Manager, Jeff Barton, City Budget Director Amber Williamson, and Chief Negotiators for the City Janice Pitts and Xavier Frost. The Union's witnesses included a labor economist, Laurie Ann Atenzia, the President of AFSCME Local 2384, Mario Ayala, the President of AFSCME Local 2960, Frank Piccioli, and the Vice President of

AFSCME Local 2960, Debra Novak Scott. The hearing was conducted jointly because there are some overlapping labor and management proposals regarding Units 2 & 3.

The recommendations by the neutral factfinder are attached hereto as Exhibit 1. These recommendations are fair and balanced and promote both the public and Unit employees' interests. AFSCME Local 2384 urges the City Council to accept the factfinder's report in its entirety. AFSCME Local 2384 respectfully urges City Council not to selectively adopt the factfinder's recommendations but to recognize that these recommendations, made after a two-day hearing, are part of a well-considered, thoughtful, integrated report that balances the City management's expressed concerns, the employees' expressed concerns and the impact on the public. Adopting the recommendations in toto is the most fair and reasonable way to promote the public purpose and ensure the integrity of the factfinding process that serves as a valuable part of the Meet and Confer Ordinance as a means of resolving impasse. Piecemealing the well-reasoned and considered factfinding recommendation and report would be counterproductive to that process.

Alternatively, should the Council not be inclined to adopt and implement that factfinder's report and recommendation in its entirety, AFSCME Local 2384 requests that Council accept the Union's proposals. AFSCME Local 2384 submits that the following compromises recommended by the neutral factfinder are fair and reasonable and in the public interest:

I. The Factfinder's Recommendation on Wages Is Fair and Equitable

AFSCME Local 2384 recommends that City Council adopt the factfinder's wage recommendations. The factfinder offered a roadmap for a "cautious approach" that will "allow for

the opportunity for further economic enhancements during the life of the two-year agreement." Specifically, the factfinder recommended:

1. 2% ongoing wage increase and 3% one-time monetary payment for fiscal year 2021-2022;
2. 1.5% ongoing wage increase and 2.5% one-time monetary payment for fiscal year 2021-2022
3. Re-openers to meet and discuss wage enhancements following final guidance on the more than $400,000,000.00 the City will receive from the federal government under the American Rescue Plan Act ("ARPA") and following analysis of experience of tax revenues derived from recreational marijuana sales, revenues which are not budgeted but which the City already has begun to receive.
4. The factfinder recommended that these wage increases not be unfairly tied to adopting or implementing non-economic proposals such as discipline. See Exhibit 1, at 7 ("I do not believe any party calculated a precise monetary value for the 'transparency package,' but were simply using the monetary number as an incentive."). The increased wages will help offset the years of cuts and concessions by the hardworking employees of Unit 2 whose wages have not kept up with their peers or inflation in terms of wages and salary,

Since 2010, all City of Phoenix employees were asked to do more with significantly less pay and, as the City's own witnesses admitted, their wages have not kept up with the cost of living as reported by the United States Bureau of Labor Statistics. In a historical recession following the collapse of the real estate and securities markets, Unit 2 employees agreed to 3.2% compensation cuts. These compensation cuts in the 2010-2012 Memorandum of Understanding between the City

and Local 2384 were not fully restored until two years ago, in 2019.[1] In 2019, the City employees finally made it back to 2010 wage levels. The City has finally rounded the corner with a significant surplus of $153 million with substantial budgetary flexibility and a positive economic outlook. The City also has a very healthy contingency fund that the City did not need to use during the pandemic.

The factfinder's suggested modest increase to wages will be a step toward rewarding the employees' sacrifices and maintaining competitive levels of employee pay and benefits to attract new employees and retain existing employees who have provided loyal service in very difficult and stressful times. It will help maintain Phoenix's stature as one of the best-run cities in the country. To be sure, the factfinder's recommendation is less than what Unit 2 requested or wanted in negotiations and less than the Union believes the City can realistically afford to compensate its employees. At best, it is a modest increase; however, it is well deserved by the Unit 2 employees who have worked faithfully and tirelessly to provide vital public services in a time of financial and economic hardship. Now that the City and economy have recovered, Unit 2 employees should be compensated accordingly. As the factfinder recommended, such increases should not be tied to a non-economic proposal related to terms affecting discipline and other non-economic issues.

Furthermore, the factfinder's "cautious" approach to accounting for the over $400 million in ARPA funds that the City is certain to receive, and the revenue the City receives from

[1] See Exhibit 1, at 5 noting: "After the Great Recession, Unit 2 took 3.2% in concessions in its 2010-2012 MOU, had 1.6% of concessions restored in its 2012-2014 MOU; took an additional 2.5% in concessions in its 2014-2016 MOU; received 4.2% restoration of concessions in its 2016-2019 MOU; and finally received 3.5% wage increases in its 2019-2021 MOU. While the last MOU finally got Unit 2 past its concessions, the real dollar wages of its members are still well behind 2010 wages due to inflation."

recreational marijuana taxes also should be adopted by the Council. Implementing a requirement to meet and confer on allocations to employees from these new sources of substantial amounts of added revenue that are not reflected in the current budget or forecasts is entirely appropriate and in furtherance of the public interest by facilitating recruitment and retention of Unit employees.

The factfinder also recommended, and AFSCME Local 2384 respectfully submits, that Unit 2 employees should be given no less in terms of economic benefits than any other Unit. This is fair and equitable and consistent with the stated goals of the City to treat the bargaining units equitably compared to one another in terms of increases in wages and benefits.

Alternatively, there is no doubt that if the City wanted to, it has the budgetary flexibility to approve the more generous increases that AFSCME Local 2384 requested: 2.5% ongoing wage increase and a 3% one-time monetary enhancement for 2021-2022, and a 2.5% ongoing wage increase and a 3% one-time monetary enhancement for 2022-2023 with wage enhancements if projected revenues increase from the prior year. If the Council is not inclined to adopt the factfinder's recommendations in their entirety, the Council should consider and implement Unit 2's alternate wage proposal set forth immediately above.

II. City Council Should Endorse the Neutral Factfinder's Recommendations to Reject City Management's Proposed Change to the Grievance Committee

The neutral factfinder's recommendation to retain the current composition of the grievance committee is well-reasoned and comports with common-sense. The Grievance Committee is currently made up of an appointee of the City Manager, a City department director and the president of the local or the president's designee of the Unit and employee(s) impacted by the grievance. The committee submits findings and advisory recommendations to the City Manager, who makes the final determination on the grievance.

Indeed, the evidence presented at the hearing was uncontested that the Grievance Committee, which is designed to resolve disputes efficiently and expeditiously under the MOU is functioning well and doing what it was designed to do – foster harmonious labor relations and efficiently resolve labor disputes under the MOU that arise from time to time. The neutral factfinder found that the only reason offered by City Management for changing the Committee – i.e., "optics" did not provide a rational basis for modifying a committee that has a successful and important role in resolving labor disputes:

> I recommend no change to the language. The City offered no evidence that there has been a problem in the current set-up other than potential optics. If a member of the public were to complain about the setup, it would provide an opportunity to educate that interested member of the public and explain why the setup serves the interest of the City. Notably, an election by the Union to use the Grievance Committee process saves the City and the Union the expense of going to arbitration, and the Union is more likely to select the Grievance Committee route if it has representation on the committee. Moreover, any concern that the Union is deciding its own disputes is offset by the fact that management has two representatives on the committee and that the committee ultimately just makes recommendations to the City Manager.

Factfinder Report, at 9. The factfinder also rejected City Management's proposal that some other union's president sit on the grievance committee for Unit 2's MOU, stating: "It is unclear why the president of a local that has no interest in the contract between the parties (and who is not a professional neutral trained in deciding contractual disputes) should have a role in the dispute resolution process." *Id.* The factfinder recognized that common sense dictates that the president of the local can provide unique knowledge and insight into the circumstances giving rise to the grievance and that in any event, it is ultimately up to the City Manager to make the final decision.

In the unlikely event that this Council decides a change is needed to the grievance language and decides to reject the neutral factfinder's recommendations, AFSCME Local 2384 suggests

that the Grievance Committee truly be a "neutral" committee and be comprised of mutually agreed upon neutral parties.

III. The Neutral Factfinder's Recommendations Concerning the Use and Maintenance of Prior Discipline Is Amply Justified

Despite its proposals advocating for disciplinary changes in MOU language, Management presented no evidence that the current disciplinary terms and conditions and requirements present any issues other than "optics" for Unit 2. Citing a single isolated Unit 3 example of prior discipline of a police officer who kept his job and was demoted to Unit 3 and was then promoted, City Management claimed the entire disciplinary structure needed to be modified as a result of public scrutiny. However, as everyone knows, the current call from members of the public for increased scrutiny and transparency of public employees involves police officers whose missteps and misdeeds have resulted in unjustified use of deadly force and racial profiling. While taking no position on changes for sworn police officers that may impact other bargaining units, AFSCME Local 2384 submits that the same changes are unnecessary for the skilled trades employees who comprise Unit 2. These employees do not carry weapons on the job, do not detain or arrest members of the public, execute search warrants, use deadly force nor do they have the same kind of authority or responsibility of other dissimilar City employees whose mistakes or bad judgment have resulted in public outrage, demonstrations and calls for reform.

Nonetheless, although AFSCME Local 2384 does not entirely agree, the neutral factfinder made the following recommendations for a disciplinary package that AFSCME Local 2384 believes is relatively fair if adopted as part of the overall recommendations made by the factfinder and is willing to recommend to its constituents ratification of the following:

1. Employees should still be able to request that the City remove performance evaluations after ten years and move them to an inactive file. As the factfinder noted, there is simply no reason for using performance evaluations for Unit 2 employees that are more than a decade old.

2. Certain serious disciplinary infractions that result in suspensions may remain permanently in an employee's disciplinary file subject to the following:

a. Only serious violations resulting in suspensions as a result of violations of certain specified disciplinary rules (Rules 21b2, 21b4, 21b5, 21b13, 21b14, 21b15, 21b18, and 21b20) that are not overturned by the Civil Service Board should remain in the file unless there is an agreement to the contrary. However, as the factfinder recommended, the MOU should also specify that to the extent Rule 21b2 is included, this rule should not include discipline for behavior as it applies to stewards and officers of AFSCME Local 2384 engaging in union activities because of the potential chilling effect of such discipline and potential for misuse.

b. The rule changes to maintenance of discipline should not apply retroactively. Applying the rule retroactively to discipline already imposed is unfair and creates serious due process concerns. Employees had rights to challenge prior discipline that has expired, and they had no notice that the discipline might remain in their file in perpetuity despite prior MOU language and past practice to the contrary. Employees who had prior discipline may have challenged either the type of discipline (i.e., a suspension of one day versus a written reprimand) or the alleged rule infraction (which are often listed with multiple rule violations) and elected not to do so with the understanding and upon the reliance that this

discipline would have limited future relevance or application after expiration of certain periods of time. As the factfinder found:

> I find the argument that employees relied on the current MOU language in making decisions regarding entering settlements or contesting discipline to be persuasive. While the employer is not proposing a retroactive imposition of discipline, the employees did rely on the rules as they were at the time, and ***it would be unfair to change the rules retroactively***.

(emphasis supplied).

c. There should be new and expanded rights afforded to employees under investigation that the parties should work out. If certain, serious discipline is going to remain in their files forever, employees should have a right to know the charges, know the evidence that has led to the charges and know the witnesses who have accused them and what they have to say. These are basic due process elements and should be afforded to employees. See Factfinder Report, at 14 ("I recommend that the parties work together to agree upon language that reflects the current practice of investigations, with the understanding that any newly agreed upon language should clarify current rights and should not curtail any existing rights.").

d. Employees should be notified when prior discipline over five years old is used in promotions.

Alternatively, AFSCME Local 2384 maintains that the current disciplinary scheme is working and that no changes are needed or should be imposed. None of the changes City Management proposed were supported by examples of any disciplinary problems that became public issues because of Unit 2 employees. The current nationwide and local public attention regarding sworn police activity does not justify the mass, draconian changes proposed by the City

for Unit 2 employees. A wholesale revision of disciplinary procedures should be preceded by an in-depth, conclusive study and further discussion between the parties.

IV. The City's "Four Corners" Proposal is Unnecessary and Could Have Unintended Consequences

The neutral factfinder rejected the City's proposal that purports to abrogate any agreements – written or otherwise – unless specified in the MOU. As the factfinder recognized, this is a purported solution to a nonexistent problem and could have unintended consequences by unknowingly abrogating existing rights stemming from other independent, yet legally binding sources. The City could not identify any agreement at the factfinding hearing that it claimed needed to be superseded. To the extent City Management feels it necessary to eliminate a particular agreement, it should bring that agreement to the Union. As the factfinder found: "My recommendation is for the City to identify any old agreements it has with the Union and discuss them on a case-by-case basis rather than asking the Union to waive unidentified rights." Factfinder Report, at 14. As the City has identified no such agreements, its proposed language should not be imposed.

V. Management's Proposal to Abrogate Sick Leave Rights Should Be Rejected

It is rather astonishing that given the current, ongoing COVID pandemic, City Management chose to try to reduce – rather than expand – available sick leave. Management's proposal to abrogate sick leave rights (without any make-up compensation or credit) hurts employees just when they need sick leave the most. Although Management tried to insist that the language it had proposed did not abrogate any current rights to sick leave, the factfinder rejected this argument based, in part, on the acknowledgment by a Management witness that the City's leave policy is

more generous than the state statute the City was advocating should be substituted. *See* Factfinder Report, at 15 (finding it "clear" that "the current language covers situations not covered by the new state law and that the contractual language provides other additional rights"). In line with the Factfinder Report, Management's proposal to abrogate and reduce certain sick leave rights should be rejected.

VI. The City Should Ensure Fair and Competitive Compensation and Proper Bargaining Unit Alignment by Conducting Compensation and Classification Studies and Providing Advance Notice and a Meeting with the Union to Confer on any Reallocations or Reclassifications

The Union's proposal to conduct additional classification and compensation studies, which are designed to ensure that Unit 2 employees are properly compensated is certainly fair and reasonable. In response, Management cited the fact that it was engaging in an upcoming classification study. Although Management claims the study will be performed soon, the contract it signed with the outside compensation consulting company gives that company ***five years*** to complete the study. In the interim, the Union believes that Unit 2 employees are being paid well below market rates. Although the Union believes that multiple job classifications are well below market salaries and trends and asked for eight compensation and classification studies per contract year, the Union believes that combined with the factfinders recommended wage package and other non-economic components, an additional compensation study (for a total of 2 per year) that the factfinder recommended, while not far enough to address suppressed and submarket wages, is an adequate compromise. Factfinder Report, at 16 ("I recommend that the parties agree to two classification studies per year. This should not overwhelm the City and acknowledges the importance of classification studies.").

The proper alignment of bargaining units is an integral component of the Meet and Confer Ordinance. AFSCME Local 2384 also requests that City Council adopt the factfinder's recommendation to require the City to provide 30-days advance notice of any reclassification or reallocation of bargaining unit work and to hold a meeting to discuss the reallocation or reclassification. This will assist in reducing the potential number of unit clarification petitions filed with the Phoenix Employment Relations Board. The Union's expertise in knowing the jobs and actual work performed and suggestions about the work will also help the City conserve resources and use its available resources more efficiently.

VII. Unit 2 Employees Should Be Ensured a Process and Procedure for Receiving Fair and Equitable Treatment

AFSCME Local 2384 has serious concerns about inequities and unfairness in the treatment of bargaining unit employees. The factfinder recommended that the Union's proposal to put a fair and equitable treatment requirement that can be enforced through the grievance procedure in the MOU should be the subject of tracking and addressed in further discussions - but not put in the MOU. In addition, the factfinder recommended that the City and Union work together to track, and address concerns the Union has about supervisor misconduct outside of the grievance process. Given that the City witnesses testified that the City "highly values a respectful workplace" and wants to address concerns about unfairness or inequity in the workplace, City Council should further this goal by implementing the factfinder's recommendations that there should be a requirement and process for the City and Union to work together to track these concerns and implement ways to address them. This can be handled through a mandatory requirement that the parties meet and confer on this issue through the Labor-Management Committee.

While AFSCME Local 2384 submits that there is no reason that these concerns should not be addressed in the MOU itself, it is willing to defer on this issue as recommended by the factfinder if the entirety of his report and recommendations are adopted as a whole. Local 2384 requests that Council order City management to meet and confer in good faith with AFSCME Local 2384 to work on a process for tracking and addressing concerns regarding the handling of allegations of unfair treatment of any Unit 2 employee.

VIII. The Grievance Language Should be Clarified to Ensure the City Responds to Grievances

The factfinder recommended that City Council adopt the Union's language in the MOU that the City is required to process and to provide reasons for denying or dismissing grievances. Under the current language, which says that a grievance is "null and void" if it does not allege a violation of the MOU, the City has simply been not responding to grievances. This leads to the lack of resolution for issues that arise and fails to give the Union or Unit 2 employees any basis for understanding the City's handling of the grievance or refusal to process it. Requiring responses furthers the City's goals of harmonious labor relations. Further, as the factfinder noted, the City's labor relations representative testified at the hearing that all grievances should be responded to. It is not clear, therefore, why the City opposed in the first instance the proposed requirement that they do so.

In addition, if the City Council does not adopt the factfinder's recommendations, it should further the City's labor relations goals by adopting the Union's proposed provision that release time should be counted as time worked for purposes of probationary and promotional requirements. Although the factfinder labeled the concern "hypothetical," the time spent on

release time, which benefits the City and the employees and public should not be counted as a negative factor in promotions and probationary periods.

IX. The Side Letter Regarding a Potential Adverse Ruling in the Pending Release Time Case Should Contain an Alternative Dispute Resolution Procedure so City Council Has a Full Record and Opinion

While both City Management and the Union oppose any challenge to release time, they both recognize that there is a potential, however remote, for the current challenge to release time pending in the Maricopa County Superior Court to be resolved unfavorably. Accordingly, the proposed side letter contains a mechanism for dealing with that possibility. The sole difference between the parties is that if the parties cannot mutually agree on how to address an unfavorable ruling by a court or how to restructure release time, there should be some factfinding or alternative dispute process preliminary to bringing the matter before Council. AFSCME Local 2384 suggests that the dispute should be submitted to factfinding so that City Council will have a neutral recommendation from a qualified factfinder to consider. This can be accomplished quickly with relatively little expense and will give the City Council a firm basis on which to make decisions regarding the parties' MOU should it need to be modified in light of a possible adverse ruling.

CONCLUSION

As set forth herein, the factfinder's report was considered and fair and provides an equitable compromise that benefits the City, the employees and the public. AFSCME Local 2384 requests that the City Council adopt the factfinder recommendations in their entirety and if any are rejected, to adopt AFSCME Local 2384's proposals instead.

Respectfully submitted this 21st date of April, 2021.

MARTIN & BONNETT,PLLC

By: /s/Daniel Bonnett

Daniel L. Bonnett
Jennifer Kroll
4647 32nd Street, Suite 185
Phoenix, AZ 85018
Tel: (602) 240-6900
Fax: (602) 240-2345
smartin@martinbonnett.com
jkroll@martinbonnett.com

Attorneys for AFSCME Local 2384

CERTIFICATE OF SERVICE

I hereby certify that on April 21, 2021, I transmitted the foregoing to the following individuals via email:

Phoenix City Clerk's Office for distribution to the City Council
Phoenix City Hall
200 W. Washington Street
Phoenix, AZ 85003
mailbox.city.clerk.department@phoenix.gov

COPIES emailed to:

Heidi Gilbert
Assistant Chief Counsel – Human Resources Section
City of Phoenix Law Department – City Attorney's Office
200 W. Washington Street, 13th Floor
Phoenix, AZ 85003
heidi.gilbert@phoenix.gov

Kathy Schmidt, Executive Director
Phoenix Employment Relations Board (PERB)
251 W. Washington Street, 4th Floor
Phoenix, AZ 85003
kathy.schmidt@phoenix.gov

/s/Kathy Pasley
Attorney for AFSCME Local 2384

EXHIBIT 1

IN THE FACTFINDING PROCEEDINGS

PURSUANT TO PHOENIX CITY CODE

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 2384 (UNIT 2) Union, & CITY OF PHOENIX, Employer	FACTFINDING REPORT AND ADVISORY RECOMMENDATIONS

Factfinder:	Najeeb N. Khoury
Appearing For the Union:	Jennifer Kroll & Dan Bonnett, Martin & Bonnett, P.L.L.C.
Appearing For the City:	Heidi Gilbert, City Attorney's Office
Hearing Dates:	April 1 & 2, 2021

BACKGROUND

This factfinding proceeding involves the City of Phoenix's Unit 2. Unit 2 consists of skilled trades positions, and is represented by AFSCME Local 2384 ("AFSCME" or "Union"). There are approximately 1,700 budgeted positions in Unit 2. The parties are bargaining for a Memorandum of Understanding (MOU) that will run from July 1, 2021-June 30, 2023. Pursuant to the City's Code and the Phoenix Employment Relations Board's Rules, the parties submitted their disputes to factfinding and selected me as the factfinder. The factfinding hearing occurred on April 1 & 2, 2021 in Phoenix, Arizona.

ANALYTICAL FRAMEWORK

Unlike interest arbitration, where a third-party neutral sets the terms of a new contract, a third party neutral in a factfinding simply provides recommendations. This in essence makes factfinding an extension of bargaining. Ultimately, absent an imposition of terms by the employer, the parties must persuade one another of their positions, and the neutral factfinder provides an outside perspective to help the parties along.

For non-economic issues, neutral factfinders have typically required the party seeking a change to the *status quo* to carry the burden of persuasion, and I will follow that convention. In analyzing each non-economic issue, I will be asking two questions. First, should the *status quo* be changed? The party proposing the change must demonstrate that there is a problem with the *status quo* or that the *status quo* can be improved. Second, does the proposed language solve the problem or enhance the *status quo*? If the answer to this second question is no, I will either recommend the *status quo* or provide a different proposed solution that better addresses the issue identified in the first question.

ISSUES AND RECOMMENDATIONS

Article 3, Section 3-1 (Wages):

The City's last offer was a 2% ongoing wage increase and a 3% one-time monetary enhancement for 2021-2022, and a 1.5% ongoing wage increase and a 2.5% one-time monetary enhancement for 2022-2023 plus language stating that the City Council could consider using American Rescue Plan Act ("ARPA") money for further enhancements. However, .5% of ongoing money and .5% of one-time money in 2021-2022 is contingent on the Union accepting what the City has called its transparency package.

The Union's last offer was a 2.5% ongoing wage increase and a 3% one-time monetary enhancement for 2021-2022, and a 2.5% ongoing wage increase and a 3% one-time monetary enhancement for 2022-2023. The Union also asks that there be additional wage enhancements if projected revenues increase year-over-year. The Union further proposes that the parties meet and confer regarding any ARPA money that will be used for wage enhancements.

By way of background, a 1% increase in total compensation for all bargaining units costs the City approximately $18.8 million across all funds and approximately $11.8 million to its general fund; a 1% increase in total compensation for Unit 2 employees costs the City approximately $1.7 million across all funds and approximately $360,000 to its general fund.

City's Position On Economics:

The City argues that its proposal is generous and in keeping with what other units have agreed upon. The City acknowledges that it is in a fiscally sound position, having a $153 million surplus in its general fund. The City, however, emphasizes that $98 million of the surplus is in one-time money and only $55 million is ongoing, and that one-time money should not be used to pay ongoing costs. The City states that this surplus only reached its current level because federal regulations allowed it to transfer one-time funding from the Coronavirus Relief Fund (CRF) to the general fund to offset public safety salaries.

The City produces a yearly trial budget after receiving initial input from community stakeholders and City Council members. After a trial budget is presented, the community is allowed to provide input on the trial budget, which then turns into a proposed budget and ultimately an adopted budget. There are often significant changes between a trial budget and the adopted budget. City Manager Ed Zuercher testified that the current Trial Budget for the 2021-2022 budget year seeks to balance community needs for service, organizational needs for

infrastructure to provide those services, and fair compensation for City employees. He also noted that the City's population is growing, and that the City anticipates needing to hire more employees to provide services. The City's current Trial Budget dedicates 77% of its general fund surplus or $118 million to employee compensation enhancements, which is in excess of the 70% of its surplus that it dedicated to enhanced compensation in the previous round of negotiations.

In addition to employee compensation enhancements, the Trial Budget dedicates funds to Public Safety Reform & Responsiveness, COVID Relief & Resiliency, Climate Change & Heat Readiness, Affordable Housing & Homelessness, Building Community and Responding to Growth, and Administrative Accountability. Assistant City Manager Jeff Barton testified that any economic enhancements beyond the current offer would require the City to make commensurate cuts to its other priorities which are reflected in the Trial Budget, as the City is legally required to have a balanced budget. Barton also noted that the City has long-term pension obligations which are projected to worsen, with approximately 26% of general fund costs going to pension obligations by 2025-2026.

The City also points out that other bargaining units have already agreed to the offer currently before Unit 2 and that they have "Most Favored Nations" language in their agreements, meaning that the City would be obligated to give the other units increases beyond what their current agreements contemplate.

Budget and Research Director Amber Williamson testified that the City exercises best practices in its budgeting. Therefore, it does not include new or additional revenue streams that have not been realized. She further testified that the City's projected and actual numbers have been historically close, and that the City of Phoenix prides itself on its budgeting accuracy. She

acknowledged that revenues from recreational marijuana sales and ARPA money are not in the 2021-2022 Trial Budget, as these are new sources of revenue.

Union's Position on Economics

AFSCME argues that its members were asked to sacrifice in hard times, and that they did so willingly; therefore, now that there is a sizeable surplus it is only right that the City offer a better economic package. After the Great Recession, Unit 2 took 3.2% in concessions in its 2010-2012 MOU, had 1.6% of concessions restored in its 2012-2014 MOU; took an additional 2.5% in concessions in its 2014-2016 MOU; received 4.2% restoration of concessions in its 2016-2019 MOU; and finally received 3.5% wage increases in its 2019-2021 MOU. While the last MOU finally got Unit 2 past its concessions, the real dollar wages of its members are still well behind 2010 wages due to inflation. AFSCME points out that the current offer of 3.5% on-going money over two years will not keep up with CPI, which is projected to be about 2% a year, and that while one-time money is good, it does not help keep up with inflation.

AFSCME notes that increases to Unit 2 do not have the same impact on the general fund as increases to other units, especially sworn units. AFSCME has worked with the City on pension reform for the civilian pension system. Consequently, the civilian pension system is not projected to grow appreciably as a percentage of the general fund in the next five years. Further, a good percentage of Unit 2's salaries are not charged to the general fund, as many employees work in non-general fund, enterprise departments.

Laurie Ann Atienza, Labor Economist for AFSCME, testified that the City's audited financials demonstrate that the City is financially healthy, and that revenues show steady, healthy growth with consistent surpluses. Atienza opined that the City's audited financial statements demonstrate that it can absorb compensation enhancements especially in light of its $153 million

surplus, the $416 million ARPA money coming to the City, and the expectations that the Phoenix area will continue to experience population, employment and income growth.

Finally, AFSCME notes that the Trial Budget does not account for any increases in revenue due to recreational marijuana sales, which were recently legalized in Arizona, and does not include the $416 million in ARPA funds; therefore, AFSCME believes there should be more money available for economic enhancements, especially in the second year of the MOU.

Recommendation on Economics

One can certainly understand each side's position. The Union believes it has sacrificed a great deal to help the City during hard times, and that it is not the source of the City's long-term pension problems, having agreed to pension reform initiatives. The City wants to treat all of its bargaining units equitably when it comes to across-the-board total compensation increases, and will not agree to provide higher total compensation increases to civilian employees even if those increases have a less dramatic impact on its long-term projections than increases to sworn employees. The Union wants on-going increases that, at a minimum, keep up with inflation. The City wants to maintain as much long-term flexibility as possible, and is therefore offering large one-time sums, which do not have a compounding impact on its future budgets and are not pensionable.

Further, the City does not want to give economic enhancements beyond what it has agreed to with other units given that those other units have "Most Favored Nations" language; however, Unit 2 believes it is not similarly situated to those other units given many of its unit members are not paid through the general fund. The City is following what it believes is budgeting best practice by not including the unrealized ARPA and recreational marijuana funds; the Union responds that there is certainty that those funds will be realized during the life of this

MOU. The City argues that nothing precludes the Council from dedicating some ARPA money to economic enhancements, but the Union counters that it wants an opportunity to meet about any such enhancements.

Given the uncertainty of the times we are in (with the pace of re-openings and increased economic activity not being certain), I recommend that the parties take a cautious approach but allow for the opportunity for further economic enhancements during the life of the MOU. It is also not lost on me that other units have already settled for what the City is offering the Union, and that it is difficult for the City to offer more to one unit than what other units have agreed upon. Therefore, I will recommend that the parties settle on a 2% ongoing wage increase and a 3% one-time monetary enhancement for 2021-2022, and a 1.5% ongoing wage increase and a 2.5% one-time monetary enhancement for 2022-2023 with reopener language to allow for discussion of further enhancements.

This recommendation, however, is not contingent on the Union accepting the City's "transparency package." This is because I will not be recommending those proposals as drafted. Further, I do not believe any party calculated a precise monetary value for the "transparency package," but were simply using the monetary number as an incentive. Therefore, I will be making my recommendations on those proposals as stand-alone recommendations and based on what I believe makes sense for each proposal.

The facts do support a finding that with the ARPA money and, to a lesser extent, the recreational marijuana revenue, there will be additional revenues during the MOU that can help bridge the gap between the parties' proposals, and that these additional revenues are not accounted for in the Trial Budget, meaning additional economic enhancements based on these revenues will not impact the City's other priorities outlined in the Trial Budget. I recognize that

it is hard to know the precise allowable uses for ARPA money at this point and that the amount of revenue to be generated by recreational marijuana sales is an open question. For this reason, any concrete economic enhancements tied to these new sources of revenue are premature.

I, therefore, recommend that the parties agree to an economic reopener allowing the parties to discuss further enhancements based on acceptable uses of ARPA money and any realized revenue from recreational marijuana sales. I do not recommend adopting the City's language that it will evaluate the ARPA money and unilaterally provide a non-specified percentage of premium pay. It is a fundamental right of unions to be able to meet and confer with employers over economic enhancements. Finally, I do not recommend that the parties agree to AFSCME's language that economic enhancements will automatically be tied to increased revenue. Rather, the re-opener language should be clear that the parties are required to meet over further economic enhancements based on the new revenue, but no negotiated outcome is predetermined by such language.

Article 2: Section 2-1(C): (Grievance Committee)

This is part of the City's transparency package. The City proposes altering the Grievance Committee language so that the President of AFSCME Local 2384 or his/her designee does not sit on the committee that reviews Unit 2 grievances. Under the MOU, AFSCME may select to have a grievance heard by an arbitrator or through the Grievance Committee. The Grievance Committee is currently made up of an appointee of the City Manager, a City department director and the president of the local or the president's designee. The committee submits findings and advisory recommendations to the City Manager, who makes the final determination on the grievance.

The City worries that the optics of the AFSCME Local 2384 president hearing Unit 2 grievances is troublesome; therefore, the City proposes having the president of a different union sit on the committee to hear AFSCME Local 2384 grievances. The Union provided some counter language but is essentially advocating no change to the language.

I recommend no change to the language. The City offered no evidence that there has been a problem in the current set-up other than potential optics. If a member of the public were to complain about the setup, it would provide an opportunity to educate that interested member of the public and explain why the setup serves the interest of the City. Notably, an election by the Union to use the Grievance Committee process saves the City and the Union the expense of going to arbitration, and the Union is more likely to select the Grievance Committee route if it has representation on the committee. Moreover, any concern that the Union is deciding its own disputes is offset by the fact that management has two representatives on the committee and that the committee ultimately just makes recommendations to the City Manager.

Additionally, the City's proposal of having a different union president sit on the committee is highly unorthodox. The MOU is a contract between AFSCME Local 2384 and the City. It is unclear why the president of a local that has no interest in the contract between the parties (and who is not a professional neutral trained in deciding contractual disputes) should have a role in the dispute resolution process. Certainly, in my experience, I have never seen such a setup before.

Article 1: Section 1-4(E): (Purging Evaluations--10 years)

The City proposes eliminating language that says: "Upon request, performance evaluations over 10 years old will be purged from a unit member's personnel file after 10 (ten) years as an active employee." In its proposal, the City states the reason for the proposal is " to

mirror the current practice of maintaining performance evaluations electronically." The Union counters that the language should say that a unit member could still ask that "all performance evaluations 10 years old be placed into an inactive file, prohibiting them from being utilized for any performance evaluations or promotional opportunities."

I recommend adopting the Union's language. Placing old performance evaluations in inactive status eliminates any concern that physical documents are required to be produced and then destroyed. There is no reason why electronic documents cannot be marked inactive. Further, there is no reason why 10-year-old performance evaluations (as opposed to serious discipline) should be used for any purpose.

Article 1: Section 1-4(E): (Purging Discipline--5 years)

The MOU currently precludes the City from considering discipline that is over five years old in any process, i.e., discipline that is over five years old cannot be considered in making progressive discipline or promotional determinations. The City argues that this has created problems both with the public wanting accountability and with other employees who are losing out on promotional opportunities despite having clean records. Specifically, the City points to some embarrassing or egregious acts of misconduct that have occurred that the City believes should not be disregarded after five years. The City emphasizes that its proposal would just give it the discretion to review old discipline.

The Union responds that the City has the authority to bypass progressive discipline for serious misconduct and that if the City chooses to give an employee a second chance, the employee should have a chance at a clean slate. The Union also argues that the push for transparency is due to cases involving police officers, and there have not been serious problems with Unit 2 members and old discipline. Moreover, the Union notes that unit members have

relied on this MOU language in either settling or choosing not to challenge discipline in the past, knowing that the discipline had a shelf life.

The parties did make steps toward each other on this proposal. The City agreed that only suspensions over five years (and not any type of discipline) should be used. The City also stated it would respect settlement agreements containing the five-year limitation language, it would exclude discipline that is defined as moral turpitude, it would consider the frequency and severity of misconduct, and it would notify an employee if the old discipline was a factor in non-selection for a promotional opportunity.

The parties were still in disagreement over whether certain types of suspensions should fall under the five-year language. Namely, the parties were in disagreement over whether discipline should last past five years if it is based on abusive or threatening behavior, on intentionally falsifying records, or on actions that bring discredit or embarrassment to the City.

The Union made clear that its movement was tied to certain economic enhancements that the City did not make.

Given the increased public focus on police misconduct, "me-too" issues, and other changing workplace expectations, it makes sense to change the *status quo* and allow the City to be able to consider serious misconduct despite its age. However, it also makes sense that not every type of discipline should be "evergreen." Moreover, employees who are bypassed for promotions based on discipline that is over five years old should have an avenue to contest the issue.

Of the types of suspensions that the parties had not come to a conditional agreement on, I believe that falsifying records is the type of misconduct that should not have a sunset date on it. I have some concern regarding the language involving abusive or threatening behavior,

specifically as it applies to stewards engaged in union activities. It is well-established that stewards have wide latitude when representing union members: "Many disciplinary actions are set aside or reduced because the cause for the discipline (often abusive language in heated exchanges with supervisors) emerged from, or was related to, union steward duties." Of course, this does not mean than anything goes and "while a steward's conduct in the course of union business is protected, the immunity is not absolute, and discipline of stewards in extreme situations has been upheld even though the basis for the discipline was related to the employee's conduct as a steward." *See* Elkouri & Elkouri, *How Arbitration Works*, 5-74 to 5-75 (Kenneth Mays, ed., BNA Books 8th Ed. 2016). The City's response to this concern undoubtedly is that only discipline that is upheld can be used five years down the line; however, the Union's response is that this language might chill the steward's activity. I think a compromise is to include this language (as discouraging abusive behavior in the workplace is extremely important) but have some clarifying language about protected union activity. I, however, do not recommend the inclusion of discipline based on actions that bring "discredit or embarrassment to the City." This is new language from the Personnel Rules, and there are no cases yet that explain what type of conduct falls under this language. One can easily argue that any misconduct brings embarrassment to the City, and including this language might then mean all suspensions that are over five years can be used.

Moreover, if an employee is notified that old discipline was a factor in non-selection for a promotional opportunity, the employee should have the right to question whether the decision makes sense so that the employee is not forever precluded for future promotions without an ability to raise a defense.

Finally, I find the argument that employees relied on the current MOU language in making decisions regarding entering settlements or contesting discipline to be persuasive. While the employer is not proposing a retroactive imposition of discipline, the employees did rely on the rules as they were at the time, and it would be unfair to change the rules retroactively.

For these reasons, I recommend that the parties adopt language allowing the City on a moving forward basis to use suspensions that are over five years and are based on Personnel Rules 21b2 (with some mention of union steward rights), 21b4, 21b5, 21b13, 21b14, 21b15, 21b18, and 21b20; that any settlement agreement which mentions the five-year limitation be respected; and that any employee who is notified that discipline over five years old is a factor in a denied promotion be able to submit a non-binding appeal on the matter.

Article 1: Sections 1-4(A) and (B): (Investigations and Discipline)

The City proposes replacing the entire sections dealing with investigations and discipline. It claims that this is cleanup language and meant to create consistency with the process that occurs with other civilian units. The City argues that no rights are being lost or protections curtailed by the new language. The Union counter proposed with language that would require the City to provide a unit member with all materials in the City's possession before conducting an investigatory interview. The Union basically is asking that civilians receive the protections afforded in the Police Officer Bill of Rights.

I do not recommend that civilians be given the same rights as the Police Officer Bill of Rights. There are many variables in an investigation and there may be legitimate reasons why management does not want to share all documents during the investigation stage. In terms of adopting the City's proposed changed language, it is unclear to me whether the Union had any objections to the proposal or if the parties simply needed more time to iron out acceptable

language. Therefore, I recommend that the parties work together to agree upon language that reflects the current practice of investigations, with the understanding that any newly agreed upon language should clarify current rights and should not curtail any existing rights.

Article 1: Sections 1-4(E) and (G): (Purging/Inactive Reference)

As I understand the proposal, the City wants to replace text with a graph that shows when various documents can be removed from certain files and made inactive from other files. Xavier Frost, Deputy Human Resources Director—Labor Relations, testified that the City is simply trying to have whatever process is agreed upon be reflected in the chart. I am sure that the point of confusion for the Union is that the proposed chart incorporates the proposed changes to the five-year old discipline discussed above. My recommendation is that the parties adopt a chart that reflects whatever the parties ultimately agree upon in the other sections of the MOU. However and to be clear, the move from text to a chart by itself is not meant to change anything substantively.

Article 6: Section 6-7(F) (Four Corners)

The City is proposing language that would eliminate any past written or verbal agreement. Janice Pitts, Deputy Human Resources Director—Employee Relations, testified that there have been occasions when unions have called upon old agreements. Yet, no specific examples were given. Further, the City did not provide a list of agreements it was asking the Union to forego. My recommendation is for the City to identify any old agreements it has with the Union and discuss them on a case-by-case basis rather than asking the Union to waive unidentified rights. Therefore, I am recommending the *status quo* language.

Article 5: Section 5-9B: (Benefits)

The City proposes eliminating language for use of sick leave in certain situations. The City stated in its proposal that it wanted to eliminate the language because it was "no longer applicable with Earned Paid Sick Time State Law." However, it became clear from the testimony of Mario Ayala, President of AFSCME Local 2384, that the current language covers situations not covered by the new state law and that the contractual language provides other additional rights. Xavier Frost testified that the different types of sick leave usages could lead to confusion and abuse; however, there were no concrete examples presented of abuse. I, therefore, recommend maintaining the *status quo* language.

Article 1: Section 1-6: (New Positions/Classifications)

The City's proposal struck out the entirety of the existing language and proposed new language. However, it is not clear why it did this. The City did include new language stating it would give written notice to the Union thirty days in advance of a position being reallocated or reclassified out of the unit. It appears from the testimony of Ayala that the Union, in addition to notice, wants an opportunity to discuss the reallocation or reclassification of such positions. The Union is not asking for a meet and confer or any veto power.

The Union proposed that it be allowed eight classification studies per year for the unit rather than the one study provided for in the current language. Janice Pitts testified that the City does not have the resources to conduct that many studies, and that the City is in the process of doing a high-level classification study of all its positions. The Union responds that such a citywide study will take a long time to complete and many of its positions are paid below market rates.

I recommend that the parties work together on cleanup language. I also recommend that the City give 30 days' notice of reallocations or reclassifications which will take positions out of the unit and meet with the Union within that 30-day time period to discuss the reallocations or reclassifications. Any such meeting shall not prevent the reallocation or reclassification. Moreover, as a compromise, I recommend that the parties agree to two classification studies per year. This should not overwhelm the City and acknowledges the importance of classification studies.

Article 1: Section 1.3 J (Janus Related Litigation)

The parties are discussing the inclusion of new language to account for a possible court order related to litigation involving release time. From the presentations at the hearing, the outstanding issue seems to be whether the Union will have a chance to meet with the City to discuss implementing any court order that might require a change in how release time is given. The Union acknowledges that any process for giving input would have to be expedited given the need to be in compliance with an enforceable court order, if one exists. My recommendation is that the parties agree to meet and discuss ways of implementing an enforceable court order if one is issued. While the Union's written proposal called for any dispute going to arbitration, it is unclear that the arbitration process could move fast enough to ensure the parties are in compliance with a court order in a timely manner. The parties should discuss alternative methods by which they might meet and come to a speedy resolution. This might include agreeing to factfinding.

Union Proposal #27: Fairness Agreement

AFSCME Local 2384 is asking for a "Most Favored Nations" clause that will ensure it is treated equitably to other units. The written proposal indicates the "Most Favored Nations"

proposal was contingent on the parties not going to factfinding; however, at the hearing, the Union made clear the proposal is still on the table. I see no reason why AFSCME Local 2384 should not receive the same protection that other units received. I certainly see no reason why such a clause should be conditioned on a unit not exercising its right to go to factfinding. For this reason, I recommend inclusion of a "Most Favored Nations" clause.

Article 1, Section 1-3(I): (Fair and Impartial Grievance Language)

The Union proposes allowing all unit members to grieve any treatment that is not fair and impartial. The City acknowledged at the factfinding that it highly values a respectful workplace and has methods for addressing allegations of unfair treatment. However, the City's position, which is not an uncommon one, is that the grievance process should be limited to contractual violations. My recommendation is that the parties discuss a way outside the grievance process that the Union can bring forth and track concerns regarding unfair treatment.

Article 2, Section 2-1(B): Grievance Language

The Union seeks to expand the definition of a grievance to include unacceptable workplace conduct and abuse of title or authority. The City stated that it does not tolerate such behavior but that addressing these issues through the grievance process is not the proper forum. Again, my recommendation is that the parties discuss a way outside the grievance process that the Union can bring forth and track concerns regarding abusive supervisors or managers.

The Union also seeks language that the City be required to give an explanation should it dismiss a grievance on procedural grounds. Xavier Frost testified that this should be occurring. I recommend adopting this part of the Union's proposal so that reasons are consistently given for denials of grievances.

Article 1, Section 1-3: (Union Rights)

The Union seeks language making Union release time count as time worked in the unit member's job classification. The Union stated that it has concerns that a steward who goes on release time during a probationary period after a promotion and is on release time for a lengthy period of time risks not passing probation upon return from release time due to someone not approving of his/her union activity. The City responds that if there is evidence of such a thing occurring, the Union steward could file a charge with PERB. The Union responds that proving someone did not pass probation due to union animus is a difficult proposition.

The Union poses a hypothetical but there is no evidence of a steward returning from release time and then failing probation. For this reason, I recommend the *status quo* language. I also make this recommendation because I am hesitant to recommend language that might impinge on the Civil Service Board's jurisdiction and because a union steward would be able to file a charge with PERB if there is evidence of union animus.

CONCLUSION

I discussed the issues that the parties focused on at the hearing. I recommend that the *status quo* remain if there any issues on which the parties did not orally present and on which I did not comment. I sincerely hope that these recommendations assist the parties in reaching a negotiated settlement.

Date: April 7, 2021



Najeeb N. Khoury

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** *23

REQUEST TO WITHDRAW (SEE ATTACHED MEMO) Public Hearing to Present Position Statements from City and AFSCME Local 2960 (Unit 3) on Unresolved Issues

Summary

The meet and confer process with the City's five authorized employee organizations ("Meet and Confer units"), as outlined in Section 2-219 of the City Code, began in January 2021. Following notification to the Phoenix Employment Relations Board (PERB) that a dispute still existed after the March 1, 2021 deadline outlined in Section 2-219 of the City Code, a fact finding process was initiated with American Federation of State, County and Municipal Employees (AFSCME) Local 2960. As of April 21, 2021, issues remain unresolved and an agreement has not been reached with AFSCME Local 2960 (Unit 3).

In accordance with the terms of Section 2-219 of the City Code, if no agreement has been reached by April 21, 2021, the City Manager and the employee organization shall submit to the City Council written position statements on all unresolved issues in dispute; and, the City Council shall conduct a public hearing at which the parties shall be given full opportunity to explain their respective positions on all unresolved issues. This item provides the required opportunity for a public hearing on the unresolved issues.

Within 10 working days following the conclusion of the public hearing, the City Council is authorized to take final action imposing terms and conditions of employment (by May 19, 2021). Without a tentative agreement by May 5, 2021, an action item will be placed on the next available Formal agenda for the Council to take final action.

Attached to this report are:
Attachment A: Fact Finding Report
Attachment B: Position Statement from the City
Attachment C: Position Statement from AFSCME Local 2960 (Unit 3)

Responsible Department

The item is submitted by Deputy City Manager Toni Maccarone and the Human Resources Department.

City of Phoenix

To: Toni Maccarone
Deputy City Manager

Date: May 3, 2021

From: Lori Bays
Chief Human Resources Officer

Subject: WITHDRAWAL OF ITEMS #22 AND 23 ON MAY 5, 2021 COUNCIL FORMAL MEETING AGENDA

This memo is to request withdrawal of items #22 and 23 on the May 5, 2021 Council Formal Meeting Agenda; Public Hearing to Present Position Statements from City and AFSCME 2384 (Unit 2) on Unresolved Issues and Public Hearing to Present Position Statements from City and AFSCME 2960 (Unit 3) on Unresolved Issues. The City and AFSCME 2384 as well as the City and AFSCME 2960 have reached tentative agreements on the respective Memoranda of Understanding for 2021-2023.

ATTACHMENT A

IN THE FACTFINDING PROCEEDINGS

PURSUANT TO PHOENIX CITY CODE

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 2960 (UNIT 3) Union, & CITY OF PHOENIX, Employer	FACTFINDING REPORT AND ADVISORY RECOMMENDATIONS

Factfinder:	Najeeb N. Khoury
Appearing For the Union:	Jennifer Kroll & Dan Bonnett, Martin & Bonnett, P.L.L.C.
Appearing For the City:	Heidi Gilbert, City Attorney's Office
Hearing Dates:	April 1 & 2, 2021

BACKGROUND

This factfinding proceeding involves the City of Phoenix's Unit 3. Unit 3 consists of clerical, 911 operators, detention officers, community service workers, and a wide array of other classifications, and is represented by AFSCME Local 2960 ("AFSCME" or "Union"). The parties are bargaining for a Memorandum of Understanding (MOU) that will run from July 1, 2021-June 30, 2023. Pursuant to the City's Code and the Phoenix Employment Relations Board's Rules, the parties submitted their disputes to factfinding and selected me as the factfinder. The factfinding hearing occurred on April 1 & 2, 2021 in Phoenix, Arizona.

ANALYTICAL FRAMEWORK

Unlike interest arbitration, where a third-party neutral sets the terms of a new contract, a third party neutral in a factfinding simply provides recommendations. This in essence makes factfinding an extension of bargaining. Ultimately, absent an imposition of terms by the employer, the parties must persuade one another of their positions, and the neutral factfinder provides an outside perspective to help the parties along.

For non-economic issues, neutral factfinders have typically required the party seeking a change to the *status quo* to carry the burden of persuasion, and I will follow that convention. In analyzing each non-economic issue, I will be asking two questions. First, should the *status quo* be changed? The party proposing the change must demonstrate that there is a problem with the *status quo* or that the *status quo* can be improved. Second, does the proposed language solve the problem or enhance the *status quo*? If the answer to this second question is no, I will either recommend the *status quo* or provide a different proposed solution that better addresses the issue identified in the first question.

ISSUES AND RECOMMENDATIONS

Article 3, Section 3-1 (Wages):

The City's last offer was a 2% ongoing wage increase and a 3% one-time monetary enhancement for 2021-2022, and a 1.5% ongoing wage increase and a 2.5% one-time monetary enhancement for 2022-2023 plus language stating that the City Council could consider using American Rescue Plan Act ("ARPA") money for further enhancements. However, .5% of ongoing money and .5% of one-time money in 2021-2022 is contingent on the Union accepting what the City has called its transparency package.

The Union's last offer was a 2.5% ongoing wage increase and a 3% one-time monetary enhancement for 2021-2022, and a 2.5% ongoing wage increase and a 3% one-time monetary enhancement for 2022-2023. The Union also asks that there be additional wage enhancements if projected revenues increase year-over-year. The Union further proposes that the parties meet and confer regarding any ARPA money that will be used for wage enhancements.

By way of background, a 1% increase in total compensation for all bargaining units costs the City approximately $18.8 million across all funds and approximately $11.8 million to its general fund; a 1% increase in total compensation for Unit 3 employees costs the City approximately $2.2 million across all funds and approximately $1.2 million to its general fund.

City's Position On Economics:

The City argues that its proposal is generous and in keeping with what other units have agreed upon. The City acknowledges that it is in a fiscally sound position, having a $153 million surplus in its general fund. The City, however, emphasizes that $98 million of the surplus is in one-time money and only $55 million is ongoing, and that one-time money should not be used to pay ongoing costs. The City states that this surplus only reached its current level because federal regulations allowed it to transfer one-time funding from the Coronavirus Relief Fund (CRF) to the general fund to offset public safety salaries.

The City produces a yearly trial budget after receiving initial input from community stakeholders and City Council members. After a trial budget is presented, the community is allowed to provide input on the trial budget, which then turns into a proposed budget and ultimately an adopted budget. There are often significant changes between a trial budget and the adopted budget. City Manager Ed Zuercher testified that the current Trial Budget for the 2021-2022 budget year seeks to balance community needs for service, organizational needs for

infrastructure to provide those services, and fair compensation for City employees. He also noted that the City's population is growing, and that the City anticipates needing to hire more employees to provide services. The City's current Trial Budget dedicates 77% of its general fund surplus or $118 million to employee compensation enhancements, which is in excess of the 70% of its surplus that it dedicated to enhanced compensation in the previous round of negotiations.

In addition to employee compensation enhancements, the Trial Budget dedicates funds to Public Safety Reform & Responsiveness, COVID Relief & Resiliency, Climate Change & Heat Readiness, Affordable Housing & Homelessness, Building Community and Responding to Growth, and Administrative Accountability. Assistant City Manager Jeff Barton testified that any economic enhancements beyond the current offer would require the City to make commensurate cuts to its other priorities which are reflected in the Trial Budget, as the City is legally required to have a balanced budget. Barton also noted that the City has long-term pension obligations which are projected to worsen, with approximately 26% of general fund costs going to pension obligations by 2025-2026.

The City also points out that other bargaining units have already agreed to the offer currently before Unit 3 and that they have "Most Favored Nations" language in their agreements, meaning that the City would be obligated to give the other units increases beyond what their current agreements contemplate.

Budget and Research Director Amber Williamson testified that the City exercises best practices in its budgeting. Therefore, it does not include new or additional revenue streams that have not been realized. She further testified that the City's projected and actual numbers have been historically close, and that the City of Phoenix prides itself on its budgeting accuracy. She

acknowledged that revenues from recreational marijuana sales and ARPA money are not in the 2021-2022 Trial Budget, as these are new sources of revenue.

Union's Position on Economics

AFSCME argues that its members were asked to sacrifice in hard times, and that they did so willingly; therefore, now that there is a sizeable surplus it is only right that the City offer a better economic package. After the Great Recession, Unit 3 took 3.2% in concessions in its 2010-2012 MOU, had 1.6% of concessions restored in its 2012-2014 MOU; took an additional 2.5% in concessions in its 2014-2016 MOU; received 4.2% restoration of concessions in its 2016-2019 MOU; and finally received 3.5% wage increases in its 2019-2021 MOU. While the last MOU finally got Unit 3 past its concessions, the real dollar wages of its members are still well behind 2010 wages due to inflation. AFSCME points out that the current offer of 3.5% on-going money over two years will not keep up with CPI, which is projected to be about 2% a year, and that while one-time money is good, it does not help keep up with inflation.

AFSCME notes that increases to Unit 3 do not have the same impact on the general fund as increases to other units, especially sworn units. AFSCME has worked with the City on pension reform for the civilian pension system. Consequently, the civilian pension system is not projected to grow appreciably as a percentage of the general fund in the next five years. Further, a percentage of Unit 3's salaries are not charged to the general fund.

Laurie Ann Atienza, Labor Economist for AFSCME, testified that the City's audited financials demonstrate that the City is financially healthy, and that revenues show steady, healthy growth with consistent surpluses. Atienza opined that the City's audited financial statements demonstrate that it can absorb compensation enhancements especially in light of its $153 million

surplus, the $416 million ARPA money coming to the City, and the expectations that the Phoenix area will continue to experience population, employment and income growth.

Finally, AFSCME notes that the Trial Budget does not account for any increases in revenue due to recreational marijuana sales, which were recently legalized in Arizona, and does not include the $416 million in ARPA funds; therefore, AFSCME believes there should be more money available for economic enhancements, especially in the second year of the MOU.

Recommendation on Economics

One can certainly understand each side's position. The Union believes it has sacrificed a great deal to help the City during hard times, and that it is not the source of the City's long-term pension problems, having agreed to pension reform initiatives. The City wants to treat all of its bargaining units equitably when it comes to across-the-board total compensation increases, and will not agree to provide higher total compensation increases to civilian employees even if those increases have a less dramatic impact on its long-term projections than increases to sworn employees. The Union wants on-going increases that, at a minimum, keep up with inflation. The City wants to maintain as much long-term flexibility as possible, and is therefore offering large one-time sums, which do not have a compounding impact on its future budgets and are not pensionable.

Further, the City does not want to give economic enhancements beyond what it has agreed to with other units given that those other units have "Most Favored Nations" language; however, Unit 3 believes it is not similarly situated to those other units given many of its unit members are not paid through the general fund. The City is following what it believes is budgeting best practice by not including the unrealized ARPA and recreational marijuana funds; the Union responds that there is certainty that those funds will be realized during the life of this

MOU. The City argues that nothing precludes the Council from dedicating some ARPA money to economic enhancements, but the Union counters that it wants an opportunity to meet about any such enhancements.

Given the uncertainty of the times we are in (with the pace of re-openings and increased economic activity not being certain), I recommend that the parties take a cautious approach but allow for the opportunity for further economic enhancements during the life of the MOU. It is also not lost on me that other units have already settled for what the City is offering the Union, and that it is difficult for the City to offer more to one unit than what other units have agreed upon. Therefore, I will recommend that the parties settle on a 2% ongoing wage increase and a 3% one-time monetary enhancement for 2021-2022, and a 1.5% ongoing wage increase and a 2.5% one-time monetary enhancement for 2022-2023 with reopener language to allow for discussion of further enhancements.

This recommendation, however, is not contingent on the Union accepting the City's "transparency package." This is because I will not be recommending those proposals as drafted. Further, I do not believe any party calculated a precise monetary value for the "transparency package," but were simply using the monetary number as an incentive. Therefore, I will be making my recommendations on those proposals as stand-alone recommendations and based on what I believe makes sense for each proposal.

The facts do support a finding that with the ARPA money and, to a lesser extent, the recreational marijuana revenue, there will be additional revenues during the MOU that can help bridge the gap between the parties' proposals, and that these additional revenues are not accounted for in the Trial Budget, meaning additional economic enhancements based on these revenues will not impact the City's other priorities outlined in the Trial Budget. I recognize that

it is hard to know the precise allowable uses for ARPA money at this point and that the amount of revenue to be generated by recreational marijuana sales is an open question. For this reason, any concrete economic enhancements tied to these new sources of revenue are premature.

I, therefore, recommend that the parties agree to an economic reopener allowing the parties to discuss further enhancements based on acceptable uses of ARPA money and any realized revenue from recreational marijuana sales. I do not recommend adopting the City's language that it will evaluate the ARPA money and unilaterally provide a non-specified percentage of premium pay. It is a fundamental right of unions to be able to meet and confer with employers over economic enhancements. Finally, I do not recommend that the parties agree to AFSCME's language that economic enhancements will automatically be tied to increased revenue. Rather, the re-opener language should be clear that the parties are required to meet over further economic enhancements based on the new revenue, but no negotiated outcome is predetermined by such language.

Article 2: Section 2-1(C): (Grievance Committee)

This is part of the City's transparency package. The City proposes altering the Grievance Committee language so that the President of AFSCME Local 2960 or his/her designee does not sit on the committee that reviews Unit 3 grievances. Under the MOU, AFSCME may select to have a grievance heard by an arbitrator or through the Grievance Committee. The Grievance Committee is currently made up of an appointee of the City Manager, a City department director and the president of the local or the president's designee. The committee submits findings and advisory recommendations to the City Manager, who makes the final determination on the grievance.

The City worries that the optics of the AFSCME Local 2960 president hearing Unit 3 grievances is troublesome; therefore, the City proposes having the president of a different union sit on the committee to hear AFSCME Local 2960 grievances. The Union provided some counter language but is essentially advocating no change to the language.

I recommend no change to the language. The City offered no evidence that there has been a problem in the current set-up other than potential optics. If a member of the public were to complain about the setup, it would provide an opportunity to educate that interested member of the public and explain why the setup serves the interest of the City. Notably, an election by the Union to use the Grievance Committee process saves the City and the Union the expense of going to arbitration, and the Union is more likely to select the Grievance Committee route if it has representation on the committee. Moreover, any concern that the Union is deciding its own disputes is offset by the fact that management has two representatives on the committee and that the committee ultimately just makes recommendations to the City Manager.

Additionally, the City's proposal of having a different union president sit on the committee is highly unorthodox. The MOU is a contract between AFSCME Local 2960 and the City. It is unclear why the president of a local that has no interest in the contract between the parties (and who is not a professional neutral trained in deciding contractual disputes) should have a role in the dispute resolution process. Certainly, in my experience, I have never seen such a setup before.

Article 1: Section 1-4(C): (Purging Discipline--5 years)

The MOU currently precludes the City from considering discipline that is over five years old in any process, i.e., discipline that is over five years old cannot be considered in making progressive discipline or promotional determinations. The City argues that this has created

problems both with the public wanting accountability and with other employees who are losing out on promotional opportunities despite having clean records. Specifically, the City points to some embarrassing or egregious acts of misconduct that have occurred that the City believes should not be disregarded after five years. The City emphasizes that its proposal would just give it the discretion to review old discipline.

The Union responds that the City has the authority to bypass progressive discipline for serious misconduct and that if the City chooses to give an employee a second chance, the employee should have a chance at a clean slate. The Union also argues that the push for transparency is due to cases involving police officers, and there have not been serious problems with Unit 3 members and old discipline. Moreover, the Union notes that unit members have relied on this MOU language in either settling or choosing not to challenge discipline in the past, knowing that the discipline had a shelf life. Specifically, Frank Piccioli, President of AFSCME Local 2960, testified that he has advised numerous unit members about the five-year limitation on discipline, and that his advice would have been different had he known that the rule could be changed retroactively.

The parties did make steps toward each other on this proposal. The City agreed that only suspensions over five years (and not any type of discipline) should be used. The City also stated it would respect settlement agreements containing the five-year limitation language, and it would exclude discipline that is defined as moral turpitude.

The parties were still in disagreement over whether certain types of suspensions should fall under the five-year language. Namely, the Union wanted only suspensions of 40 hours or higher to survive the five-years.

Given the increased public focus on police misconduct, "me-too" issues, and other changing workplace expectations, it makes sense to change the *status quo* and allow the City to be able to consider serious misconduct despite its age. However, it also makes sense that not every type of discipline should be "evergreen." Moreover, employees who are bypassed for promotions based on discipline that is over five years old should receive notice of that fact and have an avenue to contest the issue.

As mentioned in the Unit 2 Report, I have some concern regarding the language involving abusive or threatening behavior, specifically as it applies to stewards engaged in union activities. It is well-established that stewards have wide latitude when representing union members: "Many disciplinary actions are set aside or reduced because the cause for the discipline (often abusive language in heated exchanges with supervisors) emerged from, or was related to, union steward duties." Of course, this does not mean than anything goes and "while a steward's conduct in the course of union business is protected, the immunity is not absolute, and discipline of stewards in extreme situations has been upheld even though the basis for the discipline was related to the employee's conduct as a steward." *See* Elkouri & Elkouri, *How Arbitration Works*, 5-74 to 5-75 (Kenneth Mays, ed., BNA Books 8th Ed. 2016). I recommend that discipline based on abusive behavior survive past five years (as discouraging abusive behavior in the workplace is extremely important) but with some clarifying language about protected union activity. I, however, do not recommend the inclusion of discipline based on actions that bring "discredit or embarrassment to the City." This is new language from the Personnel Rules, and there are no cases yet that explain what type of conduct falls under this language. One can easily argue that any misconduct brings embarrassment to the City, and including this language might then mean all suspensions that are over five years can be used.

Moreover, if an employee is notified that old discipline was a factor in non-selection for a promotional opportunity, the employee should have the right to question whether the decision makes sense so that the employee is not forever precluded for future promotions without an ability to raise a defense.

Finally, I find the argument that employees relied on the current MOU language in making decisions regarding entering settlements or contesting discipline to be persuasive. While the employer is not proposing a retroactive imposition of discipline, it is retroactively changing the way the discipline is being used. Employees did rely on the rules as they were at the time, and it would be unfair to change the rules retroactively.

For these reasons, I recommend that the parties adopt language allowing the City on a moving forward basis to use suspensions that are over five years and are based on Personnel Rules 21b2 (with some mention of union steward rights), 21b4, 21b5, 21b13, 21b14, 21b15, 21b18, and 21b20; that any settlement agreement which mentions the five-year limitation be respected; and that any employee who is notified that discipline over five years old is a factor in a denied promotion be able to submit a non-binding appeal on the matter.

Article 1: Sections 1-4: (Investigations and Discipline)

The City proposes replacing the entire sections dealing with investigations and discipline. It claims that this is cleanup language and meant to create consistency with the process that occurs with other civilian units. The City argues that no rights are being lost or protections curtailed by the new language. The Union counter proposed with language that would require the City to provide a unit member with all materials in the City's possession before conducting an investigatory interview. The Union basically is asking that civilians receive the protections afforded in the Police Officer Bill of Rights.

I do not recommend that civilians be given the same rights as the Police Officer Bill of Rights. There are many variables in an investigation and there may be legitimate reasons why management does not want to share all documents during the investigation stage. In terms of adopting the City's proposed changed language, it is unclear to me whether the Union had any objections to the proposal or if the parties simply needed more time to iron out acceptable language. Therefore, I recommend that the parties work together to agree upon language that reflects the current practice of investigations, with the understanding that any newly agreed upon language should clarify current rights and should not curtail any existing rights.

Article 1: Sections 1-4: (Purging/Inactive Reference)

As I understand the proposal, the City wants to replace text with a graph that shows when various documents can be removed from certain files and made inactive from other files. Xavier Frost, Deputy Human Resources Director—Labor Relations, testified that the City is simply trying to have whatever process is agreed upon be reflected in the chart. I am sure that the point of confusion for the Union is that the proposed chart incorporates the proposed changes to the five-year old discipline discussed above. My recommendation is that the parties adopt a chart that reflects whatever the parties ultimately agree upon in the other sections of the MOU. However and to be clear, the move from text to a chart by itself is not meant to change anything substantively.

Article 2: Section 2-1: (Grievance Definition)

The City proposes changing the definition of a grievance so that a grievance cannot be filed whenever there is an alternate specific method of review. The current language precludes grievances when there is no Civil Service or other specific method of review provided by State or City law. The City claims it is attempting to prevent multiple matters being filed regarding

the same fact pattern. However, the City provided no specific examples of when this was done. Moreover, the City's proposal does not specify which types of methods of review would preclude grievances. Under the City's language, any non-binding, informal method of review could preclude a grievance. For these reasons, I recommend the *status quo* language.

Article 5: Section 5-2: (Benefits—Dental)

The City wants to update language regarding dental benefits. Debra Novak-Scott, Vice President, AFSCME Local 2960, testified that her concern with the proposal as drafted is that it could be read to exclude the availability of an enhanced PPO that exists. I recommend that the parties work on language that makes clear the clarifying amendments do not impact the enhanced dental PPO plan.

Article 5: Section 5-3: (Benefits—Life Insurance)

The City wants to update language to reflect that it no longer uses a life insurance plan from 1997. Ms. Novak-Scott testified that the Union would like to see the current life insurance policy before agreeing to the clean-up language. I recommend that the City share the current life insurance plan with the Union, and that the parties then agree on the revised language.

Article 5: Section 5-9(B): (Benefits—BO/BN)

The City proposes eliminating language for use of sick leave in certain situations. The City stated in its proposal that it wanted to eliminate the language because it was "no longer applicable with Earned Paid Sick Time State Law." However, it became clear at the hearing that the current language covers situations not covered by the new state law and that the contractual language provides other additional rights. Xavier Frost testified that the different types of sick

leave usages could lead to confusion and abuse; however, there were no concrete examples presented of abuse. I, therefore, recommend maintaining the *status quo* language.

Article 1: Section 1.3 (Janus Related Litigation)

The parties are discussing the inclusion of new language to account for a possible court order related to litigation involving release time. From the presentations at the hearing, the outstanding issue seems to be whether the Union will have a chance to meet with the City to discuss implementing any court order that might require a change in how release time is given. The Union acknowledges that any process for giving input would have to be expedited given the need to be in compliance with an enforceable court order, if one exists. My recommendation is that the parties agree to meet and discuss ways of implementing an enforceable court order if one is issued. While the Union's written proposal called for any dispute going to arbitration, it is unclear that the arbitration process could move fast enough to ensure the parties are in compliance with a court order in a timely manner. The parties should discuss alternative methods by which they might meet and come to a speedy resolution. This might include agreeing to factfinding.

Union Proposal #39: Fairness Agreement

AFSCME Local 2960 is asking for a "Most Favored Nations" clause that will ensure it is treated equitably to other units. I see no reason why AFSCME Local 2960 should not receive the same protection that other units received. I certainly see no reason why such a clause should be conditioned on a unit not exercising its right to go to factfinding. For this reason, I recommend inclusion of a "Most Favored Nations" clause.

Article 1: Section 1-6(E) (Erosion of Bargaining Unit)

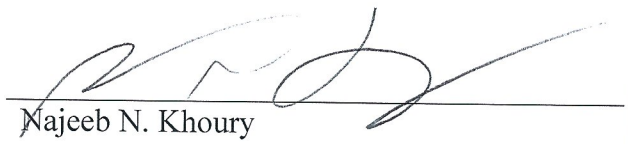
Frank Piccioli, President of AFSCME Local 2960, testified that the Union is seeking language requiring the City to give written notice to the Union thirty days in advance of a position being reallocated or reclassified out of the unit and requiring the City to discuss the reallocation or reclassification of such positions. Piccioli made clear that the Union is not asking for a meet and confer or any veto power.

Good labor relations should always involve an exchange of information and ideas. For this reason, I recommend that the City give 30 days' notice of reallocations or reclassifications which will take positions out of the unit and meet with the Union within that 30-day time period to discuss the reallocations or reclassifications. Any such meeting shall not prevent the reallocation or reclassification.

CONCLUSION

I discussed the issues that the parties focused on at the hearing. I recommend that the *status quo* remain if there any issues on which the parties did not orally present and on which I did not comment. I sincerely hope that these recommendations assist the parties in reaching a negotiated settlement.

Date: April 7, 2021



Najeeb N. Khoury

City of Phoenix

City of Phoenix Position Statement
Unresolved Matters Regarding Contract Negotiations for the 2021-23 Memorandum of Understanding with American Federation of State, County and Municipal Employees Local 2960 (Unit 3)

April 21, 2021

Honorable Mayor Gallego and Council Members:

After two months of negotiations between the City of Phoenix and American Federation of State, County and Municipal Employees (AFSCME) Local 2960, (Unit 3) the parties reached a determination of impasse on March 1, 2021. In accordance with the ordinance governing our Meet and Confer process (P.C.C. Section 2-219, Resolution of Impasses), the parties proceeded to and completed Fact Finding on April 2, 2021.

EXECUTIVE SUMMARY

This position statement outlines City management's position regarding the remaining issues in the negotiation between The City of Phoenix and AFSCME Local 2960 (Unit 3). It provides the rationale for the City's stance on each item for the Council and the public's understanding of the issues at hand. It should also be read with an understanding that these positions will continue to be negotiated as we move toward the goal of a final agreement.

The remaining issues are primarily related to compensation increases for Unit 3 employees. The City's final offer was an opportunity for a 9.0% total compensation increase over the two year contract period. This included a 4.0% total compensation increase in each year of the contract in a combination of on-going and non-continuous (one-time) increases. The City also offered a financial reward of 1% total compensation (0.5% on-going and 0.5% one-time) for agreeing to a contract that included the City's Accountability and Transparency proposals. These proposals were crafted by the City based upon feedback from the public regarding the City's administrative investigation and discipline processes for its employees. This economic package, including the reward, was offered to all employee groups. It is consistent with the packages accepted by Units 1, 4 and 5 that Council approved on April 7, 2021. Units 1, 4 and 5 also signed "fairness agreements" entitling them to any additional compensation amount approved for other bargaining units. Consequently, awarding the same total compensation increase to Unit 3 without also requiring agreement with the Accountability and Transparency proposals (as recommended by the Fact Finder) would increase the base economic package from 8.0% to 9.0%. Units 1, 4 and 5 would be entitled to that 1% increase in addition to 1% reward, resulting in a total compensation increase of 10%.

Unit 3 is seeking a total compensation increase of 5.5% each year (2.5% on-going and 3.0% one-time) for a total of 11.0%. This does not include the reward for the Accountability and Transparency proposals. Unit 3 claims those measures were intended to address concerns regarding sworn law enforcement and should not apply to other City employees. In addition to the 11% over two years, Unit 3 also seeks further compensation tied to premium pay under the

American Rescue Plan Act (ARPA) and sales tax revenue from recreational marijuana. Council has not had the opportunity to develop strategies for the allocation of these funding sources. As discussed below, increasing compensation to the requested levels would require the City to identify additional resources in the 2021-2022 budget, most likely by reducing reserve funds.

The parties were also unable to reach agreement on several other non-economic (or work rule) changes to the Memorandum of Understanding ("MOU"). There are two outstanding items, one from each party, that merit discussion. The City's proposal seeks to modify the definition of a grievance for consistency with other employee groups and to prevent multiple reviews of the same issue in different venues. Unit 3's proposal attempts to address its concerns regarding "erosion" of its bargaining unit. There are a few other remaining items but the parties should be able to resolve them through additional negotiation.

OUTSTANDING ITEMS

The City's Last Economic Proposal – Opportunity for 9.0% Increase

In Year One of the contract (FY 2021-22): **5.0%**

- **1.5%** total compensation increase on an on-going basis.
- **2.5%** total compensation increase on a non-continuous (one-time) basis.
- **Reward:** An additional on-going total compensation increase of **0.5%** and a non-continuous payment equal to the economic value of **0.5%** of total compensation for agreeing to the City's transparency and accountability proposals.
- **ARPA:** A (non-specified) percentage of premium pay as allowed by the legislation and deemed appropriate by the City Council.

In Year Two of the contract (FY 2022-23): **4.0%**

- **1.5%** total compensation increase on an on-going basis.
- **2.5%** total compensation increase on a non-continuous (one-time) basis.

AFSCME Local 2960's Last Economic Proposal – 11% Increase Plus ARPA and "Trigger"

In Year One of the contract (FY 2021-22): **5.5%**

- **2.5%** total compensation increase on an on-going basis.
- **3.0%** total compensation increase on a non-continuous (one-time) basis.
- **ARPA:** If City elects to use a portion of the funds derived from the Act for "premium pay," then City and Union "meet and confer" in order to structure the allocations of those funds to unit employees.
- **Trigger:** If total projected revenue increases over prior fiscal year, "the City will meet with the Union to increase compensation to an amount at least equal to the percentage increase in revenues retroactive to the first full pay period of July 2021….Revenue increases include any State or Federal funds for COVID relief and/or the recreational marijuana tax."

In Year Two of the contract (FY 2022-23): **5.5%**

- **2.5%** total compensation increase on an on-going basis.
- **3.0%** total compensation increase on a non-continuous (one-time) basis.
- **Trigger:** If total projected revenue increases over prior fiscal year, "the City will meet the Union to increase compensation to an amount at least equal to the percentage

increase in revenues retroactive to the first full pay period of July 2022….Revenue increases include any State or Federal funds for COVID relief and/or the recreational marijuana tax."

Economics

The Phoenix City Charter requires a balanced budget each year. The FY 2021-22 forecast shows a structurally balanced budget, where ongoing revenues are available for existing programs. The forecast assumes modest revenue growth with no recession, no fee increases or decreases, no new revenue sources and no changes to current revenue base as provided in state and city laws or to state shared revenue formulas. The current forecast also assumes no changes to existing labor contracts or service levels. It assumes, however, that any surplus is incorporated into the subsequent years' expenditures, whether in increased one-time and ongoing costs for added programs and services, labor increases, set asides, or other uses of the funds.

The General Fund (GF) projected surplus for FY 2021-22 is $153M and is largely made up of one-time funds of $98M with ongoing resources of $55M available for employee compensation increases and additions to programs and services in several important categories. The one-time resources are due to the Council approved transfer of funding from the Coronavirus Relief Fund (CRF) to the GF to offset public safety salaries as permitted by the Federal guidelines.

The Trial Budget attempts to balance community needs for service, organizational needs for infrastructure to provide those services, and fair compensation for City employees, without over-committing one time resources to ongoing expenses. It is critical not to use one-time resources to fund ongoing costs, especially considering the City is still dealing with the pandemic.

The economic packages offered to the employee groups was consistent with the Trial Budget. The Trial Budget divides the GF surplus between employee compensation and community services as follows:

- **77% or $118 million ($35 million on-going surplus and $83 million one-time surplus) towards compensation to employees.**

  This is approximately a 10% increase above what was allocated to employee compensation during the 2019-21 contract negotiations. There, approximately 70% was allocated to employee compensation with the remaining 30% to community services.

  Competitive compensation allows the City to continue to attract, retain and reward talented people who provide public service. The City, however, must also be fiscally responsible. A balanced budget is required. The City cannot spend more than it can afford. The City must also balance the community's needs and building/maintaining the infrastructure to serve those needs.

- **23% or $35 million towards strengthening our services to the community**.
  Areas of focus:
  - Public Safety Reform & Responsiveness – $21 million (including $15 million for non-sworn crisis response)
  - COVID Response and Recovery – $ 2.6 million
  - Climate Change and Heat Resilience – $2.8 million
  - Affordable Housing and Homelessness – $2.7 million
  - Community Services & Growth – $2.9 million

- Administrative Accountability – $3.0 million
- Adding just over 300 positions

The City must also be mindful of its pension obligations. Since 2007-08 employee pension costs have consumed a growing share of our GF resources. GF pension costs are anticipated to increase by over $100M between FY 2021-22 and FY 2025-26. This increase is primarily caused by rising costs in public safety pension. The City is committed to paying 100 percent of our actuarially required contribution every year. While reform efforts have been successful, the City will still have a total unfunded sworn pension liability (PSPRS) of approximately $3.4 billion, which will require continued diligence and further resource strategies in the coming years. As the five-year forecast shows, pension costs, particularly PSPRS costs, will continue to add significant pressure to the GF budget going forward.

The Fact Finder's Recommendations Regarding Economics are Problematic

The City's proposed increases to employee compensation are what it could reasonably afford [Attached as Exhibit A]. The increases, including the reward for agreeing to the Accountability and Transparency proposals, were offered to all employee groups. Units 1, 4 and 5 accepted substantially similar proposals and the Council approved those contracts on April 7, 2021. Those groups also signed "fairness agreements." This means that should another group receive a greater economic package, the City agrees to match the increase for their group. Failure to honor these fairness agreements would create a significant adverse impact to management's relationships with Units 1, 4 and 5.

The Fact Finder's recommendation affords Units 2 and 3 the same total economic package offered and accepted by Units 1, 4 and 5 *but without requiring acceptance of the Accountability and Transparency provisions*. This creates a ripple effect that the City potentially cannot afford.

Although the total value is equivalent to what was offered and accepted by the other groups, the Fact Finder's recommendation increases the base economic package. As a result, under the fairness agreements, Units 1, 4 and 5 would be eligible for the higher base economic package and still be entitled to receive the negotiated reward. Their packages in year one of the contracts would **increase from 5.0% to 6.0%** [2.0% on-going and 3.0% non-continuous (one-time) ***plus*** an additional on-going total compensation increase of 0.5% and a non-continuous payment equal to the economic value of 0.5% of total compensation for agreeing to the City's transparency and accountability proposals]. The General Fund (GF) forecast and proposed budget includes creating a set-aside reserve using a portion of the GF surplus for labor increases for FY22/23 and FY 23/24 to remain structurally balanced. If more than the original economic package is awarded either the set-aside reserve would need to be used to pay for the increased base economic package in FY21/22, resulting in less resources available for FY22/23 and FY23/24, or a reduction to proposed GF Trial Budget additions for increased community programs and services would need to be identified to provide resources to cover the increased economic package.

For reasons not supported in his report or the record, the Fact Finder also recommended a "most favored nations" clause or fairness agreement for Unit 3. The City repeatedly made it clear that all employee groups were offered the opportunity to receive the same economic package. The package included a reward. That same package has remained open and available to Unit 3 throughout this process. As noted by the Fact Finder during the hearing, fairness agreements are generally used to encourage employee groups to reach a deal prior to fact finding. They protect groups from missing out on any subsequent increases to the economic package. At this stage of the process, such protection is unnecessary. Management

has not decreased the economic package extended to Unit 3. It is the same economic packaged extended to all of the other employee groups and is consistent with what Council approved for Units 1, 4 and 5.

The Re-Opener/Trigger: American Rescue Plan Act and Recreational Marijuana Sales

ARPA funds were allocated to the City during the negotiations process. Council has yet to determine how it will use those funds, including whether premium pay will be given to City employees. It was therefore premature to include anything definitive regarding ARPA premium pay in these proposals. Council has the authority and discretion to allocate premium pay separate and apart from the negotiations process. Accordingly, there is no need for "re-opener" language for ARPA in the MOU as recommended by the Fact Finder.

The City also disagrees with the Fact Finder's recommendations to include a re-opener, or trigger, for realized revenue from recreational marijuana sales. The recommendation includes no requirement that the City's ***total*** GF revenues increase. While the City anticipates it will receive some revenue from recreational marijuana sales, it is unclear whether total revenues will increase. Recreational marijuana sales began in January 2021. It is prudent to wait until more data becomes available regarding this revenue stream and accurate forecasting can be incorporated into the City's budgeting process. Moreover, the City made it clear at the hearing that any such revenues from recreational marijuana sales would be used to offset its unfunded pension obligations. The City maintains that this is the better use of these funds in the short-term.

Any trigger language should also include the possibility that total GF revenues may decrease. The Phoenix City Charter requires a balanced budget each year. Once the contracts are executed, the City is obligated to pay its employees in accordance with the terms of those agreements. Should total GF revenues decrease, the City would need to make cuts elsewhere in order to retain a balanced budget. That would arguably include cuts to community services and programs. Therefore, it is unfair to the community not to also require revisiting employee compensation when total GF revenues decrease.

Based on current projected budget forecasting that results in a balanced budget without using reserved funds or predicting any new revenue sources, the City's economic package being offered to Unit 3 employees is the best and final offer, and should be approved by City Council. Unit 3's eligibility for the reward is still dependent upon whether it agrees to the Accountability and Transparency proposals and whether the parties ultimately reach an overall agreement.

Accountability and Transparency Proposals

As City employees, we work for this community. We are accountable to them. That means we listen to their needs and respond to their input. It is not just being good stewards of public funds. It includes working and behaving at the highest standards. These standards apply to **all City employees**.

Over the past two years the community made it clear that it expects more transparency in the City's investigatory process, corrective action and employee discipline. The City identified several key areas where improvements could be made. Recognizing the importance of consistency, the City extended proposals to all employee groups regarding the following:

- **Investigation Protocols – codify current practices and establish greater consistency across all bargaining units.**

- **Remove references to purging of performance evaluations or serious discipline and clarify language permitting discipline to be designated as "inactive." For Unit 4 (PLEA), no discipline can be deemed "inactive."**

- **"Evergreen" Serious Discipline – expand the City's ability to consider discipline issued to an employee for certain serious offenses more than 5 years ago when assessing appropriate action for subsequent allegations of misconduct, transfers, or promotions.**

- **Grievance Committee – replace union/association president of grievant with a non-involved union representative**

Investigations

The City's proposals regarding the investigative process did not restrict any employee rights or privileges [Attached as Exhibit B]. The proposals were intended to update the MOUs to reflect current practice and to establish greater consistency amongst all employees. The parties were very close to reaching an agreement on the language. The substantive issue preventing the parties stemmed from the Union's request for employee's to receive additional materials prior to submitting to administrative interview. There, Unit 3 argued for the same or similar language as the Unit 4 MOU, which covers Police Officers. This despite repeated arguments that Unit 3 employees should be treated differently from sworn law enforcement officers with respect to the investigatory process and discipline.

The Fact-Finder rejected Unit 3's proposal to mirror language in Unit 4 MOU or the Officer's Bill of Rights that would entitle employees to more evidence prior to an investigatory interview. He agreed with the City that there may be legitimate reasons why management does not want to share all documents during the investigation stage. As discussed below, he also rejected the Unit 3's arguments that the accountability concerns should be directed solely towards sworn law enforcement. He encouraged the parties to continue to work together to find consensus on language that does not curtail any existing rights. The City remains committed to doing so.

Purging/Inactivating Files

The City has historically allowed employees to "purge" or "inactivate" certain materials from their departmental and personnel files. Materials such as performance evaluations and discipline generally became eligible to be "purged" after the passage of a specified amount of time. Currently, "purge" does not mean destruction. The materials are moved to an "inactive" file, which means they will not be used by the City when considering a transfer, promotion, or the appropriate level of discipline (progressive discipline). This language, however, has been confusing to the public and the media. In addition, the practice no longer makes sense. Management should have the discretion to be able to review an employee's history in its entirety [Attached as Exhibit(s) C and D].

Here, the Fact-Finder distinguished performance evaluations from discipline. He recommended maintaining the current practice of allowing employees to move 10-year-old performance evaluations to an "inactive" status. But the Fact Finder agreed with City's arguments that serious misconduct should be considered for transfers, promotions, and progressive discipline despite its age. This recommendation is consistent with the Fact Finder's conclusion that the City's accountability concerns should not be directed solely towards law enforcement.

"Evergreen" Serious Discipline

Currently, when making its decision regarding the appropriate level of discipline for a sustained allegation of misconduct, the City reviews only the past 5 years of the employee's history. This 5-year window is appropriate for performance issues and lower levels of misconduct. More serious offenses, however, may be relevant throughout on an employee's tenure with the City.

The City, therefore, proposed that the following violations of Personnel Rule 21 should remain open for consideration:

21b2. That the employee has been abusive or threatening in attitude, language, or conduct towards fellow employees, customers of the City, or the public.

21b4. That the employee has solicited or taken for personal use a fee, gift or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest.

21b5. That the employee is in possession of a deadly weapon (as defined in ARS 13-3101), excepting a pocket knife (as provided in ARS 13-3102) at a City worksite[1] unless such employee is a police officer.

[1](A worksite includes not only City buildings and property, but also City vehicles and private vehicles while being used on City business, and other assigned work locations.)

21b12. That the employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix.

21b13. That the employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen.

21b14. That the employee is under the influence of alcohol or illegal drugs on the job.

21b15. That after investigation, the employee has violated City of Phoenix anti-harassment or anti-discrimination policies.

21b18. That the employee has violated the city's ethics policy, including failure to provide complete accurate and truthful information.

21b19. That after investigation, it is reasonable to conclude the employee's actions brought discredit or embarrassment to the city.

21b20. That the employee's actions meet the elements of a felony.

[Attached as Exhibit C]

The Fact-Finder rejected Unit 3's arguments that employee accountability concerns were solely a police or law enforcement issue. He clearly understood that the infractions identified by the City focused on behaviors that could undermine the public's trust and confidence. He also recognized that how all employees treat each other and how they interact with members of the public is important. Yet, he expressed concern about maintaining the protections or "latitude" afforded to unions when representing their members. No employee, including a union representative, should be allowed to engage in abusive or threatening behavior without consequence. The City maintains its position that all employees need to be professional and respectful in their interactions with others. Adequate protections for the unions already exist

under the City's Meet and Confer Ordinance. If any of the City's unions believe that the City has over-reacted in addressing a representative's behavior (or the action is based upon anti-union animus), a charge can be submitted to the Phoenix Employment Relations Board [PERB].

The City is willing to accept the Fact-Finder's recommendation to remove 21b19 and any reference to "moral turpitude" from its proposed language. The City made similar modifications in its agreements to Units 1, 4 and 5. The City is also willing to implement a non-binding appeal process for situations where employees are denied promotions when consideration of serious discipline over five years old was a factor.

The City does not believe it would be in the best interest of the organization or the public, however, to accept the Fact-Finder's recommendation for this change to apply only to discipline going forward. To be clear, the City indicated it would honor all previously submitted and approved purge/inactive requests along with any settlement agreements with individual employees where such a term was included. There is nothing fundamentally unfair about modifying the eligibility of previous discipline for consideration when determining the appropriate level of discipline for future sustained allegations of misconduct. If anything, it should serve as another deterrent to engage in such behavior. Limiting the City in this way artificially extends contract language from 2019-21 MOUs beyond the contract term. It would allow the language from previous contract negotiations to live in perpetuity, which essentially defeats the main purpose of a contract term. It also substantially impairs the significance of such a change for several years.

Grievance Committee

The City submitted a proposal to alter the composition of those who participate on the Grievance Committee [Attached as Exhibit E]. The Grievance Committee is tasked with formulating a recommendation to the City Manager regarding whether the grievance has merit, and if so, how to adequately resolve it. Currently, the union president of the grievant sits on the committee. The City proposed having a representative from another City employee labor group instead. The goal was to make the committee more neutral, meaning that no committee member had a direct interest in the matter under review. It would also allow the union president of the grievant to focus on advocating on behalf of their member.

The Fact Finder concluded there was no legitimate concern with continuing to allow a union president of the grievant to be a voting member on the Grievance Committee. He summarily dismissed the City's arguments regarding public perception of this practice. He also misconstrued the City's efforts towards more objectivity and neutrality. The Fact Finder failed to appreciate that the management representatives on the committee have no direct involvement or oversight of the grievant. He also failed to consider that having another union's perspective might be beneficial to the committee.

The City maintains its position that the voting members of the Grievance Committee should be altered. Substituting the union president of the grievant with a representative from another City union would increase the effectiveness of the process without diminishing the ability of the grievant's union to share its subject matter expertise and concerns.

Unresolved Non-Economic Items

City – Definition of a Grievance

The City proposed language seeking to limit the definition of a grievance to avoid review of the same issue in multiple places. [Attached as Exhibit F (M-19)]. This proposal was substantially similar to language added to the MOUs for Units 1, 4, and 5 as part of the 2019-21 negotiations. The language remains unchanged for the 2021-23 MOUs for these groups.

The Fact Finder did not reject the intent of the proposal. He merely concluded that the City's proposal did not adequately specify which methods of review would preclude grievances. The City is committed to working with Unit 3 to further clarify this language.

Unit 3 - Position Reallocations/Reclassifications [Erosion of the Unit]

The Union's proposed language expressed concern regarding the erosion of its bargaining unit resulting from the "reassignment of bargaining unit work to non-bargaining unit employees." The current MOU, however, requires the City to meet with the Union with a minimum of 7 calendar days' notice to discuss management recommendations for contracting work being performed by Unit 3 employees that would result in a reduction in the number of Unit 3 employees. The meeting should also take place prior to any recommendations are made to the Council. The City must also currently meet with the Union at least 30 days prior to the elimination of any Unit 3 positions.

In March 2020, the City responded to concerns raised by its employee groups regarding the reallocation and reclassification of positions outside of their bargaining units. The City updated its process to ensure that the employee groups would receive 30 days' advance notice regarding these types of changes. Unit 3 indicated it wanted a meeting as well. The City and the Union should work under the new process for a period of time before changing contract language.

The Fact Finder's recommendation was limited to adopting language that would provide the Union with 30 days' notice and a meeting with management. The City accepts this recommendation. As noted by the Fact Finder, the Union sought only a meeting – not the ability to "meet and confer" or to veto management's decisions. This is consistent with a recent ruling from PERB [CA-368], which affirmed management's authority and discretion to select the personnel it deems appropriate to meet operational needs.

The City is confident that the parties will be able to reach consensus on any remaining outstanding items.

Conclusion

City employees persevered on the front lines of the pandemic. The City needs to recognize their efforts and ensure that its compensation package remains competitive. Compensation is a major factor in recruiting and retaining top talent. Management's responsibility, however, is to present a balanced budget that is sustainable using existing revenue sources. The City must also balance the community's needs and provide the infrastructure required to serve those needs. The compensation package being offered, and as accepted by three other bargaining units, provides a balance between providing increases to our employees (77%) and improving services to our citizens (23%) in a fiscally sustainable manner. Unit 3's economic proposal is neither affordable nor sustainable. Unit 3 was given the same opportunity as the other employee groups to receive 9.0% in total compensation increases over the next two years. If Unit 3 agrees to accept the Accountability and Transparency Proposals, as Units 1, 4 and 5 did, it should be entitled to the 1% reward. Alternatively, should Unit 3 choose not to agree to the Accountability and Transparency proposals, it should not be entitled to the 1% reward.

The City's remaining proposals should be accepted. The non-economic proposals that the City has made, especially regarding its accountability and transparency package, are a balanced approach to being fair to employees while meeting the public's expectations.

Respectfully submitted,

Lori Bays
Human Resources Director

City's Position Statement
Unresolved Matters with Local 2960 (Unit 3)

Exhibit A

2021 Negotiations – AFSCME 2960/Unit 3

PROPOSAL	MC-24 > U-29 (Rev1) > MC-15 > U-29	Tentative Agreement:	
CURRENT Article, Section, Sub-section	**Article 3, Section 3-1A and B**	**NEW** Article, Section, Sub-section	**Article 3, Section 3-1A and B**

Current Language:

A. "In year one of the agreement there will be a two percent (2%) overall wage increase effective the first full pay period of July 2019 for all employees in Unit 3.

In addition, there will be a one-time payment of $600 made to all full-time employees and $206 made to all part-time employees in Unit 3 payable the first full pay period of July 2019."

B. "In year two of the agreement there will be a one percent (1%) overall wage increase effective the first full pay period of July 2020 for all employees in Unit 3.

In addition, there will a one-time payment of $600 made to all full-time employees and $274 made to all part-time employees in Unit 3 payable the first full pay period of July 2020."

New Language or Change:

In year one of this agreement, the economic value of ongoing total compensation increases will equal 1.5%. Unit 3 employees will also receive a non-continuous payment equal to the economic value of 2.5% total compensation. Finally, Unit 3 employees will also receive an additional ongoing total compensation increase of 0.5%, and a non-continuous payment equal to the economic value of 0.5% of total compensation for agreeing to the City's transparency and accountability proposals. This will be paid as follows:

1. A 2.31% base wage increase effective the first full pay period in July 2021.
2. A non-continuous payment $2,055 per Full-Time Employee and $822 per Part-Time Employee to be paid out on the first full pay period in August 2021.
3. An additional non-continuous payment of $411 per Full-Time Employee and $164 per Part-Time Employee to be paid out on the first full pay period in August 2021.

In year two of this agreement, the economic value of ongoing total compensation increases will equal 1.5%. Unit 3 employees will also receive a non-continuous payment equal to the economic value of 2.5% total compensation. This will be paid as follows:

1. A 1.73% base wage increase effective the first full pay period in July 2022.
2. A non-continuous payment of $2,097 per Full-Time Employee and $839 per Part-Time Employee to be paid out on the first full pay period in August 2022.

The City will evaluate the American Rescue Plan Act and will provide a (non-specified) percentage of premium pay as allowed by the legislation and deemed appropriate by the City Council, balancing the needs of the community and employees in their development of a strategic plan for the ARPA funds. The strategic plan will follow guidelines provided by the Department of Treasury. This language will expire at the conclusion of the 2021-2023 MOU.

PROPOSAL _____

Intent or problem to be resolved:

Example(s) of how new language/change will be applied (perhaps as opposed to previous language):

As written.

Tentative Agreement:

_____	_____
Union Chief Spokesperson	City Chief Spokesperson
_____	_____
Date	Time

City's Position Statement
Unresolved Matters with Local 2960 (Unit 3)

Exhibit B

2021 Negotiations – AFSCME 2960/Unit 3

PROPOSAL	M-52	Tentative Agreement:	
CURRENT Article, Section, Sub-section	**Article 1: Rights Sec. 1-4: Rights of Union Members**	**NEW** Article, Section, Sub-section	

Current Language:

A. All unit members have the right to have the Union serve as their meet and confer representative without discrimination based on membership or nonmembership- in the Union or any other organization.

All unit members have the right to be treated in a manner which is fair and impartial in any matter associated with the rights of unit members under the specific express terms of this Memorandum of Understanding.

No unit employee shall suffer reprisal for the exercise of rights granted by this MOU.

Except for emergency situations, the unit member shall have a minimum of forty-eight (48) hours to arrange for union representation when the member is the subject of an administrative investigation. The union representative will make every reasonable attempt to arrive within the forty-eight (48) hours.

Police Department investigations with less than forty-eight (48) hours notice will be discussed in Article 2, Section 2-2 (Labor-Management).

B. Union members shall have freedom of choice regarding representation or non-representation in dealings with the City concerning grievances and matters pertaining to their individual employment rights and obligations. This applies to all regular full time and regular part time employees in Unit 3 positions, this includes probationary employees. In addition, Police Department employees are also covered by provisions in Section 1-4 (H) of this article.

An employee is entitled to Union representation if the employee reasonably believes that the investigatory interview will result in disciplinary action and the employee has requested representation from their union. During a management initiated investigatory interview where the allegations are focused on the employee and may result in disciplinary action, the employee will be advised of their right to a representative prior to being interviewed. The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other. Upon the arrival of the Union representative, the employee has the right to be informed of the subject matter of the interview, i.e., the type of misconduct being investigated. If requested, the Union representative is entitled to privately meet with the employee before the investigatory interview commences.

During the interview, the interviewer shall not prohibit the Union representative from engaging in meaningful presentation, including but not limited to advising, consulting and counseling the employee. The Union representative also may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.

Prior to the conclusion of the meeting, the employee or representative (on behalf of the employee) will have the opportunity to make a closing statement and may, at their sole discretion, provide information to justify the employee's conduct. In addition, Police Department employees are also covered by provisions in Section 1-4 (H) of this article.

A unit member identified only as a witness will be given the opportunity to consult with a Union representative to discuss their rights and obligations prior to the City interview. If a Union Steward is requested by management to hold over or is called in from home by a supervisor to represent an employee at a meeting required by management, the Union Steward will receive overtime compensation for actual time held over or a minimum of one (1) hour if called in from home.

Intent: City management can continue with the current practice that allows management the right to contact a Union steward who is on duty to represent the employee.

A Unit member under investigation for a disciplinary matter that may lead to a written reprimand, suspension, demotion or discharge and who is interviewed, will be given a brief written statement informing him/her of the nature of the investigation and the allegations involved in the interview of the Unit member. If the department requires a written statement at an investigatory meeting, the employee will be given up to one hour of City time to write the statement. Additional time may be granted at the sole discretion of the department and will not be withheld arbitrarily.

Unit members will not be excluded from applying and/or competing in a transfer process based solely on a pending investigation or non-finalized discipline. However, the transfer process will not be delayed pending the conclusion of the related investigation.

An immediate supervisor is strongly encouraged to discuss and attempt to resolve concerns with an employee without issuing a Notice of Inquiry (NOI). Should information be made known during this discussion that could result in discipline for that employee, the meeting should be stopped and the NOI process utilized. Only paperwork pertaining to any completed NOI investigation resolved as sustained will be kept in an employee's Personnel files.

An employee under investigation will be notified in writing every ninety (90) calendar days as to the current status of the investigation. Every thirty (30) days, an employee under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing. This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion.

Employees have the option to bring a union steward for purpose of observation to a scheduled meeting where a suspension, demotion or termination is being issued by management.

The City will provide to the employee a copy of the Public Works completed accident investigation and any other material the City plans to present at a Public Works Accident Review Board hearing. This material will be supplied as quickly as possible after the material has been prepared.

New Language or Change:

~~A.~~ All unit members have the right to have the Union serve as their meet and confer representative without discrimination based on membership or non-membership in the Union or any other organization.

All unit members have the right to be treated in a manner which is fair and impartial in any matter associated with the rights of unit members under the specific express terms of this Memorandum of Understanding.

No unit employee shall suffer reprisal for the exercise of rights granted by this MOU.

~~Except for emergency situations, the unit member shall have a minimum of forty-eight (48) hours to arrange for union representation when the member is the subject of an administrative investigation. The union representative will make every reasonable attempt to arrive within the forty-eight (48) hours.~~

~~Police Department investigations with less than forty-eight (48) hours notice will be discussed in Article 2, Section 2-2 (Labor-Management).~~

~~B. Union members shall have freedom of choice regarding representation or non-representation in dealings with the City concerning grievances and matters pertaining to their individual employment rights and obligations. This applies to all regular full time and regular part time employees in Unit 3 positions, this includes probationary employees. In addition, Police Department employees are also covered by provisions in Section 1-4 (H) of this article.~~

~~An employee is entitled to Union representation if the employee reasonably believes that the investigatory interview will result in disciplinary action and the employee has requested representation from their union. During a management initiated investigatory interview where the allegations are focused on the employee and may result in disciplinary action, the employee will be advised of their right to a representative prior to being interviewed. The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other. Upon the arrival of the Union representative, the employee has the right to be informed of the subject matter of the interview, i.e., the type of misconduct being investigated. If requested, the Union representative is entitled to privately meet with the employee before the investigatory interview commences.~~

~~During the interview, the interviewer shall not prohibit the Union representative from engaging in meaningful presentation, including but not limited to advising, consulting and counseling the employee. The Union representative also may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.~~

~~Prior to the conclusion of the meeting, the employee or representative (on behalf of the employee) will have the opportunity to make a closing statement and may, at their sole discretion, provide information to justify the employee's conduct. In addition, Police Department employees are also covered by provisions in Section 1-4 (H) of this article.~~

~~A unit member identified only as a witness will be given the opportunity to consult with a Union representative to discuss their rights and obligations prior to the City interview. If a Union Steward is requested by management to hold over or is called in from home by a supervisor to represent an employee at a meeting required by management, the Union Steward will receive overtime compensation for actual time held over or a minimum of one (1) hour if called in from home.~~

~~Intent: City management can continue with the current practice that allows management the right to contact a Union steward who is on duty to represent the employee.~~

~~A Unit member under investigation for a disciplinary matter that may lead to a written reprimand, suspension, demotion or discharge and who is interviewed, will be given a brief written statement informing him/her of the nature of the investigation and the allegations involved in the interview of the Unit member. If the department requires a written statement at an investigatory meeting, the employee will be given up to one hour of City time to write the statement. Additional time may be granted at the sole discretion of the department and will not be withheld arbitrarily.~~

~~Unit members will not be excluded from applying and/or competing in a transfer process based solely on a pending investigation or non-finalized discipline. However, the transfer process will not be delayed pending the conclusion of the related investigation.~~

~~An immediate supervisor is strongly encouraged to discuss and attempt to resolve concerns with an employee without issuing a Notice of Inquiry (NOI). Should information be made known during this discussion that could result in discipline for that employee, the meeting should be stopped and the NOI process utilized. Only paperwork pertaining to any completed NOI investigation resolved as sustained will be kept in an employee's Personnel files.~~

~~An employee under investigation will be notified in writing every ninety (90) calendar days as to the current status of the investigation. Every thirty (30) days, an employee under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing. This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion.~~

~~Employees have the option to bring a union steward for purpose of observation to a scheduled meeting where a suspension, demotion or termination is being issued by management.~~

~~The City will provide to the employee a copy of the Public Works completed accident investigation and any other material the City plans to present at a Public Works Accident Review Board hearing. This material will be supplied as quickly as possible after the material has been prepared.~~

A. Unit employees have the right to be represented by the union and the union reserves the right to provide representation to its members in dealings with the City concerning grievances, and matters pertaining to their individual employment rights and obligations, and during an investigatory interview concerning allegations focused on the employee which may result in disciplinary action.

B. Supervisors are encouraged to discuss concerns and attempt to resolve those concerns with an employee without utilizing a formal investigatory process. Supervisors are encouraged to not utilize an investigatory process unless they have a reasonable belief that discipline (a written reprimand or higher) could result. Should information be made during a conversation to attempt to resolve an issue that could result in discipline, the supervisor will stop the meeting and utilize an investigatory process as outlined below. Any interview becomes investigatory when facts or evidence sought by management may result in a disciplinary action.

C. The City may, at its sole discretion, either conduct investigatory interviews with employees or issue employees written questions in order to provide the employee an opportunity to gather additional information. In either case, a Notice of Inquiry (NOI)

form will be used. The intent of the NOI is to clearly put employees on notice that they are under investigation that could result in discipline, inform them of the nature of the allegations against them, and inform them of their right to representation.

D. If the City elects to issue written questions to the employee, the following shall apply:

1. **If an NOI is being issued and there is no active questioning, representation is not required.**
2. **The employee will have 72-hours excluding holidays and N-days to respond in writing and provide any other material requested. This deadline may be extended by mutual agreement if there are extenuating circumstances.**

E. If the City elects to conduct an investigatory interview, the following shall apply:

1. **Prior to the employee being interviewed, the employee shall be advised of their right to a representative.**
2. **The NOI form will be issued at the meeting.**
3. **The union representative may assist and consult with the employee, attempt to clarify the facts or questions asked, and suggest other employees or witnesses who may have knowledge of the underlying issues. The union representative cannot speak on behalf of the employee or impede the progress of the interview.**
4. **The member or representative may ask for a caucus during the meeting. The caucusing party will attempt to keep the caucus to reasonable timeframes.**
5. **The interviewer may not prohibit the union representative from engaging in representation, including consulting with the employee. The member shall be allowed to seek advice and counsel from their representative in caucus during the interview.**
6. **The union representative may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.**
7. **Prior to the conclusion of the meeting, the member or representative shall have the opportunity to make a closing statement.**
8. **If the department requires a written statement at an investigatory meeting, the employee will be given up to one hour of City time to write the statement. Additional time may be granted at the sole discretion of the department and will not be withheld arbitrarily.**
9. **The employee will be provided with a copy of the interview notes and given 72 hours to confirm their answers and provide any additional information.**
10. **Except for emergency situations, the unit employees shall have a minimum of 48 hours to arrange for Association representation when the member is the subject of an administrative investigatory interview. The Association representative will make every reasonable attempt to arrive within the 48 hours. An employee may waive the 48-hour time requirement if the employee is not opting for representation.**

F. Regardless of whether the City elects to interview the employee, or issue written questions, the following shall apply:

1. **The employee will be instructed not to speak to anyone regarding an investigation. This restriction does not apply to the union, the employee's family, the investigator, or chain-of-command.**
2. **The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other.**
3. **The member shall also be informed that none of their statements, nor any information or evidence which is gained by reason of such statements, can be issued against them in any criminal proceedings.**
4. **A unit member shall receive a copy of any statement that they are asked to sign.**
5. **Every 60 days, a unit member under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing.**

G. Misc.

1. **A unit member identified solely as a witness will not be prevented from reaching out to the union on their own time to consult with a union (association) representative prior to their interview.**
2. **Only paperwork pertaining to any completed NOI investigation resolved as sustained will be kept in an employee's personnel files.**

H. Unit employees will be permitted to apply and/or compete in a transfer process while in a pending investigation. The transfer process will not be delayed pending the conclusion of the related investigation.

I. The City will provide to the employee a copy of the Citywide completed accident investigation and any other material the City plans to present at the Citywide Accident Review Board hearing. This material will be supplied as quickly as possible after the material has been prepared.

J. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article unless otherwise specified in this MOU. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

Intent or problem to be resolved:

Improved consistency. This language replaces all existing investigatory & discipline language in the current MOU. This agreement will also update letter designation to subsequent subsections of 1-4.

Example(s) of how new language/change will be applied (perhaps as opposed to previous language):

PROPOSAL M-52

Tentative Agreement:

Union Chief Spokesperson	City Chief Spokesperson
Date	Time

2021 Negotiations – AFSCME 2960/Unit 3

PROPOSAL	M-52 Rev 2	Tentative Agreement:	
CURRENT Article, Section, Sub-section	**Article 1: Rights Sec. 1-4: Rights of Union Members**	**NEW** Article, Section, Sub-section	

Current Language:

A. All unit members have the right to have the Union serve as their meet and confer representative without discrimination based on membership or nonmembership- in the Union or any other organization.

All unit members have the right to be treated in a manner which is fair and impartial in any matter associated with the rights of unit members under the specific express terms of this Memorandum of Understanding.

No unit employee shall suffer reprisal for the exercise of rights granted by this MOU.

Except for emergency situations, the unit member shall have a minimum of forty-eight (48) hours to arrange for union representation when the member is the subject of an administrative investigation. The union representative will make every reasonable attempt to arrive within the forty-eight (48) hours.

Police Department investigations with less than forty-eight (48) hours notice will be discussed in Article 2, Section 2-2 (Labor-Management).

B. Union members shall have freedom of choice regarding representation or non-representation in dealings with the City concerning grievances and matters pertaining to their individual employment rights and obligations. This applies to all regular full time and regular part time employees in Unit 3 positions, this includes probationary employees. In addition, Police Department employees are also covered by provisions in Section 1-4 (H) of this article.

An employee is entitled to Union representation if the employee reasonably believes that the investigatory interview will result in disciplinary action and the employee has requested representation from their union. During a management initiated investigatory interview where the allegations are focused on the employee and may result in disciplinary action, the employee will be advised of their right to a representative prior to being interviewed. The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other. Upon the arrival of the Union representative, the employee has the right to be informed of the subject matter of the interview, i.e., the type of misconduct being investigated. If requested, the Union representative is entitled to privately meet with the employee before the investigatory interview commences.

During the interview, the interviewer shall not prohibit the Union representative from engaging in meaningful presentation, including but not limited to advising, consulting and counseling the employee. The Union representative also may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.

Prior to the conclusion of the meeting, the employee or representative (on behalf of the employee) will have the opportunity to make a closing statement and may, at their sole discretion, provide information to justify the employee's conduct. In addition, Police Department employees are also covered by provisions in Section 1-4 (H) of this article.

A unit member identified only as a witness will be given the opportunity to consult with a Union representative to discuss their rights and obligations prior to the City interview. If a Union Steward is requested by management to hold over or is called in from home by a supervisor to represent an employee at a meeting required by management, the Union Steward will receive overtime compensation for actual time held over or a minimum of one (1) hour if called in from home.

Intent: City management can continue with the current practice that allows management the right to contact a Union steward who is on duty to represent the employee.

A Unit member under investigation for a disciplinary matter that may lead to a written reprimand, suspension, demotion or discharge and who is interviewed, will be given a brief written statement informing him/her of the nature of the investigation and the allegations involved in the interview of the Unit member. If the department requires a written statement at an investigatory meeting, the employee will be given up to one hour of City time to write the statement. Additional time may be granted at the sole discretion of the department and will not be withheld arbitrarily.

Unit members will not be excluded from applying and/or competing in a transfer process based solely on a pending investigation or non-finalized discipline. However, the transfer process will not be delayed pending the conclusion of the related investigation.

An immediate supervisor is strongly encouraged to discuss and attempt to resolve concerns with an employee without issuing a Notice of Inquiry (NOI). Should information be made known during this discussion that could result in discipline for that employee, the meeting should be stopped and the NOI process utilized. Only paperwork pertaining to any completed NOI investigation resolved as sustained will be kept in an employee's Personnel files.

An employee under investigation will be notified in writing every ninety (90) calendar days as to the current status of the investigation. Every thirty (30) days, an employee under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing. This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion.

Employees have the option to bring a union steward for purpose of observation to a scheduled meeting where a suspension, demotion or termination is being issued by management.

The City will provide to the employee a copy of the Public Works completed accident investigation and any other material the City plans to present at a Public Works Accident Review Board hearing. This material will be supplied as quickly as possible after the material has been prepared.

New Language or Change:

~~A.~~ All unit members have the right to have the Union serve as their meet and confer representative without discrimination based on membership or non-membership in the Union or any other organization.

All unit members have the right to be treated in a manner which is fair and impartial in any matter associated with the rights of unit members under the specific express terms of this Memorandum of Understanding.

No unit employee shall suffer reprisal for the exercise of rights granted by this MOU.

~~Except for emergency situations, the unit member shall have a minimum of forty-eight (48) hours to arrange for union representation when the member is the subject of an administrative investigation. The union representative will make every reasonable attempt to arrive within the forty-eight (48) hours.~~

~~Police Department investigations with less than forty-eight (48) hours notice will be discussed in Article 2, Section 2-2 (Labor-Management).~~

~~B. Union members shall have freedom of choice regarding representation or non-representation in dealings with the City concerning grievances and matters pertaining to their individual employment rights and obligations. This applies to all regular full time and regular part time employees in Unit 3 positions, this includes probationary employees. In addition, Police Department employees are also covered by provisions in Section 1-4 (H) of this article.~~

~~An employee is entitled to Union representation if the employee reasonably believes that the investigatory interview will result in disciplinary action and the employee has requested representation from their union. During a management initiated investigatory interview where the allegations are focused on the employee and may result in disciplinary action, the employee will be advised of their right to a representative prior to being interviewed. The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other. Upon the arrival of the Union representative, the employee has the right to be informed of the subject matter of the interview, i.e., the type of misconduct being investigated. If requested, the Union representative is entitled to privately meet with the employee before the investigatory interview commences.~~

~~During the interview, the interviewer shall not prohibit the Union representative from engaging in meaningful presentation, including but not limited to advising, consulting and counseling the employee. The Union representative also may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.~~

~~Prior to the conclusion of the meeting, the employee or representative (on behalf of the employee) will have the opportunity to make a closing statement and may, at their sole discretion, provide information to justify the employee's conduct. In addition, Police Department employees are also covered by provisions in Section 1-4 (H) of this article.~~

~~A unit member identified only as a witness will be given the opportunity to consult with a Union representative to discuss their rights and obligations prior to the City interview. If a Union Steward is requested by management to hold over or is called in from home by a supervisor to represent an employee at a meeting required by management, the Union Steward will receive overtime compensation for actual time held over or a minimum of one (1) hour if called in from home.~~

~~Intent: City management can continue with the current practice that allows management the right to contact a Union steward who is on duty to represent the employee.~~

~~A Unit member under investigation for a disciplinary matter that may lead to a written reprimand, suspension, demotion or discharge and who is interviewed, will be given a brief written statement informing him/her of the nature of the investigation and the allegations involved in the interview of the Unit member. If the department requires a written statement at an investigatory meeting, the employee will be given up to one hour of City time to write the statement. Additional time may be granted at the sole discretion of the department and will not be withheld arbitrarily.~~

~~Unit members will not be excluded from applying and/or competing in a transfer process based solely on a pending investigation or non-finalized discipline. However, the transfer process will not be delayed pending the conclusion of the related investigation.~~

~~An immediate supervisor is strongly encouraged to discuss and attempt to resolve concerns with an employee without issuing a Notice of Inquiry (NOI). Should information be made known during this discussion that could result in discipline for that employee, the meeting should be stopped and the NOI process utilized. Only paperwork pertaining to any completed NOI investigation resolved as sustained will be kept in an employee's Personnel files.~~

~~An employee under investigation will be notified in writing every ninety (90) calendar days as to the current status of the investigation. Every thirty (30) days, an employee under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing. This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion.~~

~~Employees have the option to bring a union steward for purpose of observation to a scheduled meeting where a suspension, demotion or termination is being issued by management.~~

~~The City will provide to the employee a copy of the Public Works completed accident investigation and any other material the City plans to present at a Public Works Accident Review Board hearing. This material will be supplied as quickly as possible after the material has been prepared.~~

A. Unit employees have the right to be represented by the union and the union reserves the right to provide representation to its members in dealings with the City concerning grievances, and matters pertaining to their individual employment rights and obligations, and during an investigatory interview concerning allegations focused on the employee which may result in disciplinary action.

B. Supervisors are encouraged to discuss concerns and attempt to resolve those concerns with an employee without utilizing a formal investigatory process. Supervisors are encouraged to not utilize an investigatory process unless they have a reasonable belief that discipline (a written reprimand or higher) could result. Should information be made during a conversation to attempt to resolve an issue that could result in discipline, the supervisor will stop the meeting and utilize an investigatory process as outlined below. Any interview becomes investigatory when facts or evidence sought by management may result in a disciplinary action.

- **An employee is entitled to Union representation if the employee reasonably believes that the investigatory interview will result in disciplinary action and the employee has requested representation from their union.**

C. The City may, at its sole discretion, either conduct investigatory interviews with employees or issue employees written questions in order to provide the employee an opportunity to gather additional information. In either case, a Notice of Inquiry (NOI) form will be used. The intent of the NOI is to clearly put employees on notice that they are under investigation that could result in discipline, inform them of the nature of the allegations against them, and inform them of their right to representation.

D. If the City elects to issue written questions to the employee, the following shall apply:

1. **If an NOI is being issued and there is no active questioning, representation is not required.**
2. **The employee will have 72-hours excluding holidays and N-days to respond in writing and provide any other material requested. This deadline may be extended by mutual agreement if there are extenuating circumstances.**

E. If the City elects to conduct an investigatory interview, the following shall apply:

1. **Prior to the employee being interviewed, the employee shall be advised of their right to a representative.**
2. **The NOI form will be issued at the meeting.**
3. **The union representative may engage in meaningful representation, including but not limited to assisting and consulting with the employee, attempting to clarify the facts or questions asked, and suggesting other employees or witnesses who may have knowledge of the underlying issues. The union representative cannot speak on behalf of the employee or impede the progress of the interview.**
4. **The member or representative may ask for a caucus during the meeting. The caucusing party will attempt to keep the caucus to reasonable timeframes.**
5. **The interviewer may not prohibit the union representative from engaging in representation, including consulting with the employee. The member shall be allowed to seek advice and counsel from their representative in caucus during the interview.**
6. **The union representative may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.**
7. **Prior to the conclusion of the meeting, the member or representative shall have the opportunity to make a closing statement.**
8. **If the department requires a written statement at an investigatory meeting, the employee will be given up to one hour of City time to write the statement. Additional time may be granted at the sole discretion of the department and will not be withheld arbitrarily.**
9. **The employee will be provided with a copy of the interview notes and given 72 hours to confirm their answers and provide any additional information.**
10. **Except for emergency situations, the unit employees shall have a minimum of 48 hours to arrange for Association representation when the member is the subject of an administrative investigatory interview. The Association representative will make every reasonable attempt to arrive within the 48 hours. An employee may waive the 48-hour time requirement if the employee is not opting for representation.**

F. Regardless of whether the City elects to interview the employee, or issue written questions, the following shall apply:

1. **The employee will be instructed not to speak to anyone regarding an investigation. This restriction does not apply to the union, the employee's family, the investigator, or chain-of-command.**
2. **The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other.**
3. **The member shall also be informed that none of their statements, nor any information or evidence which is gained by reason of such statements, can be issued against them in any criminal proceedings.**
4. **A unit member shall receive a copy of any statement that they are asked to sign.**
5. **An employee under investigation will be notified in writing every 90 calendar days as to the current status of the investigation. Every 30 days, an employee under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing. This will include a brief description of the number of known witnesses still to be interviewed and other investigate processes remaining to be completed, as well as an estimated date of completion.**

G. Misc.

1. **A unit member identified solely as a witness will not be prevented from reaching out to the union on their own time to consult with a union (association) representative prior to their interview.**
2. **Only paperwork pertaining to any completed NOI investigation resolved as sustained will be kept in an employee's personnel files.**

H. Unit employees will be permitted to apply and/or compete in a transfer process while in a pending investigation. The transfer process will not be delayed pending the conclusion of the related investigation.

I. The City will provide to the employee a copy of the Citywide completed accident investigation and any other material the City plans to present at the Citywide Accident Review Board hearing. This material will be supplied as quickly as possible after the material has been prepared.

J. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article unless otherwise specified in this MOU. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

Intent or problem to be resolved:

Improved consistency. This agreement will also update letter designation to subsequent subsections of 1-4.

PROPOSAL M-52

Example(s) of how new language/change will be applied (perhaps as opposed to previous language):

Tentative Agreement:

Union Chief Spokesperson	City Chief Spokesperson
Date	Time

2021 Negotiations – AFSCME 2960/Unit 3

PROPOSAL	M-52 Rev 3	Tentative Agreement:	
CURRENT Article, Section, Sub-section	**Article 1: Rights Sec. 1-4: Rights of Union Members**	**NEW** Article, Section, Sub-section	

Current Language:

A. All unit members have the right to have the Union serve as their meet and confer representative without discrimination based on membership or nonmembership- in the Union or any other organization.

All unit members have the right to be treated in a manner which is fair and impartial in any matter associated with the rights of unit members under the specific express terms of this Memorandum of Understanding.

No unit employee shall suffer reprisal for the exercise of rights granted by this MOU.

Except for emergency situations, the unit member shall have a minimum of forty-eight (48) hours to arrange for union representation when the member is the subject of an administrative investigation. The union representative will make every reasonable attempt to arrive within the forty-eight (48) hours.

Police Department investigations with less than forty-eight (48) hours notice will be discussed in Article 2, Section 2-2 (Labor-Management).

B. Union members shall have freedom of choice regarding representation or non-representation in dealings with the City concerning grievances and matters pertaining to their individual employment rights and obligations. This applies to all regular full time and regular part time employees in Unit 3 positions, this includes probationary employees. In addition, Police Department employees are also covered by provisions in Section 1-4 (H) of this article.

An employee is entitled to Union representation if the employee reasonably believes that the investigatory interview will result in disciplinary action and the employee has requested representation from their union. During a management initiated investigatory interview where the allegations are focused on the employee and may result in disciplinary action, the employee will be advised of their right to a representative prior to being interviewed. The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other. Upon the arrival of the Union representative, the employee has the right to be informed of the subject matter of the interview, i.e., the type of misconduct being investigated. If requested, the Union representative is entitled to privately meet with the employee before the investigatory interview commences.

During the interview, the interviewer shall not prohibit the Union representative from engaging in meaningful presentation, including but not limited to advising, consulting and counseling the employee. The Union representative also may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.

Prior to the conclusion of the meeting, the employee or representative (on behalf of the employee) will have the opportunity to make a closing statement and may, at their sole discretion, provide information to justify the employee's conduct. In addition, Police Department employees are also covered by provisions in Section 1-4 (H) of this article.

A unit member identified only as a witness will be given the opportunity to consult with a Union representative to discuss their rights and obligations prior to the City interview. If a Union Steward is requested by management to hold over or is called in from home by a supervisor to represent an employee at a meeting required by management, the Union Steward will receive overtime compensation for actual time held over or a minimum of one (1) hour if called in from home.

Intent: City management can continue with the current practice that allows management the right to contact a Union steward who is on duty to represent the employee.

A Unit member under investigation for a disciplinary matter that may lead to a written reprimand, suspension, demotion or discharge and who is interviewed, will be given a brief written statement informing him/her of the nature of the investigation and the allegations involved in the interview of the Unit member. If the department requires a written statement at an investigatory meeting, the employee will be given up to one hour of City time to write the statement. Additional time may be granted at the sole discretion of the department and will not be withheld arbitrarily.

Unit members will not be excluded from applying and/or competing in a transfer process based solely on a pending investigation or non-finalized discipline. However, the transfer process will not be delayed pending the conclusion of the related investigation.

An immediate supervisor is strongly encouraged to discuss and attempt to resolve concerns with an employee without issuing a Notice of Inquiry (NOI). Should information be made known during this discussion that could result in discipline for that employee, the meeting should be stopped and the NOI process utilized. Only paperwork pertaining to any completed NOI investigation resolved as sustained will be kept in an employee's Personnel files.

An employee under investigation will be notified in writing every ninety (90) calendar days as to the current status of the investigation. Every thirty (30) days, an employee under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing. This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion.

Employees have the option to bring a union steward for purpose of observation to a scheduled meeting where a suspension, demotion or termination is being issued by management.

The City will provide to the employee a copy of the Public Works completed accident investigation and any other material the City plans to present at a Public Works Accident Review Board hearing. This material will be supplied as quickly as possible after the material has been prepared.

New Language or Change:

~~A.~~ All unit members have the right to have the Union serve as their meet and confer representative without discrimination based on membership or non-membership in the Union or any other organization.

All unit members have the right to be treated in a manner which is fair and impartial in any matter associated with the rights of unit members under the specific express terms of this Memorandum of Understanding.

No unit employee shall suffer reprisal for the exercise of rights granted by this MOU.

~~Except for emergency situations, the unit member shall have a minimum of forty-eight (48) hours to arrange for union representation when the member is the subject of an administrative investigation. The union representative will make every reasonable attempt to arrive within the forty-eight (48) hours.~~

~~Police Department investigations with less than forty-eight (48) hours notice will be discussed in Article 2, Section 2-2 (Labor-Management).~~

~~B. Union members shall have freedom of choice regarding representation or non-representation in dealings with the City concerning grievances and matters pertaining to their individual employment rights and obligations. This applies to all regular full time and regular part time employees in Unit 3 positions, this includes probationary employees. In addition, Police Department employees are also covered by provisions in Section 1-4 (H) of this article.~~

~~An employee is entitled to Union representation if the employee reasonably believes that the investigatory interview will result in disciplinary action and the employee has requested representation from their union. During a management initiated investigatory interview where the allegations are focused on the employee and may result in disciplinary action, the employee will be advised of their right to a representative prior to being interviewed. The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other. Upon the arrival of the Union representative, the employee has the right to be informed of the subject matter of the interview, i.e., the type of misconduct being investigated. If requested, the Union representative is entitled to privately meet with the employee before the investigatory interview commences.~~

~~During the interview, the interviewer shall not prohibit the Union representative from engaging in meaningful presentation, including but not limited to advising, consulting and counseling the employee. The Union representative also may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.~~

~~Prior to the conclusion of the meeting, the employee or representative (on behalf of the employee) will have the opportunity to make a closing statement and may, at their sole discretion, provide information to justify the employee's conduct. In addition, Police Department employees are also covered by provisions in Section 1-4 (H) of this article.~~

~~A unit member identified only as a witness will be given the opportunity to consult with a Union representative to discuss their rights and obligations prior to the City interview. If a Union Steward is requested by management to hold over or is called in from home by a supervisor to represent an employee at a meeting required by management, the Union Steward will receive overtime compensation for actual time held over or a minimum of one (1) hour if called in from home.~~

~~Intent: City management can continue with the current practice that allows management the right to contact a Union steward who is on duty to represent the employee.~~

~~A Unit member under investigation for a disciplinary matter that may lead to a written reprimand, suspension, demotion or discharge and who is interviewed, will be given a brief written statement informing him/her of the nature of the investigation and the allegations involved in the interview of the Unit member. If the department requires a written statement at an investigatory meeting, the employee will be given up to one hour of City time to write the statement. Additional time may be granted at the sole discretion of the department and will not be withheld arbitrarily.~~

~~Unit members will not be excluded from applying and/or competing in a transfer process based solely on a pending investigation or non-finalized discipline. However, the transfer process will not be delayed pending the conclusion of the related investigation.~~

~~An immediate supervisor is strongly encouraged to discuss and attempt to resolve concerns with an employee without issuing a Notice of Inquiry (NOI). Should information be made known during this discussion that could result in discipline for that employee, the meeting should be stopped and the NOI process utilized. Only paperwork pertaining to any completed NOI investigation resolved as sustained will be kept in an employee's Personnel files.~~

~~An employee under investigation will be notified in writing every ninety (90) calendar days as to the current status of the investigation. Every thirty (30) days, an employee under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing. This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion.~~

~~Employees have the option to bring a union steward for purpose of observation to a scheduled meeting where a suspension, demotion or termination is being issued by management.~~

~~The City will provide to the employee a copy of the Public Works completed accident investigation and any other material the City plans to present at a Public Works Accident Review Board hearing. This material will be supplied as quickly as possible after the material has been prepared.~~

A. Unit employees have the right to be represented by the union and the union reserves the right to provide representation to its members in dealings with the City concerning grievances, and matters pertaining to their individual employment rights and obligations, and during an investigatory interview concerning allegations focused on the employee which may result in disciplinary action.

B. Supervisors are encouraged to discuss concerns and attempt to resolve those concerns with an employee without utilizing a formal investigatory process. Supervisors are encouraged to not utilize an investigatory process unless they have a reasonable belief that discipline (a written reprimand or higher) could result. Should information be made during a conversation to attempt to resolve an issue that could result in discipline, the supervisor will stop the meeting and utilize an investigatory process as outlined below. Any interview becomes investigatory when facts or evidence sought by management may result in a disciplinary action.

- **An employee is entitled to Union representation if the employee reasonably believes that the investigatory interview will result in disciplinary action and the employee has requested representation from their union.**

C. The City may, at its sole discretion, either conduct investigatory interviews with employees or issue employees written questions in order to provide the employee an opportunity to gather additional information. In either case, a Notice of Inquiry (NOI) form will be used. The intent of the NOI is to clearly put employees on notice that they are under investigation that could result in discipline, inform them of the nature of the allegations against them, and inform them of their right to representation.

D. If the City elects to issue written questions to the employee, the following shall apply:

1. **If an NOI is being issued and there is no active questioning, representation is not required.**
2. **The employee will have 72-hours excluding holidays and N-days to respond in writing and provide any other material requested. This deadline may be extended by mutual agreement if there are extenuating circumstances.**

E. If the City elects to conduct an investigatory interview, the following shall apply:

1. **Prior to the employee being interviewed, the employee shall be advised of their right to a representative.**
2. **The NOI form will be issued at the meeting.**
3. **The union representative may engage in meaningful representation, including but not limited to assisting and consulting with the employee, attempting to clarify the facts or questions asked, and suggesting other employees or witnesses who may have knowledge of the underlying issues. The union representative cannot speak on behalf of the employee or impede the progress of the interview.**
4. **The member or representative may ask for a caucus during the meeting. The caucusing party will attempt to keep the caucus to reasonable timeframes.**
5. **The interviewer may not prohibit the union representative from engaging in representation, including consulting with the employee. The member shall be allowed to seek advice and counsel from their representative in caucus during the interview.**
6. **The union representative may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.**
7. **Prior to the conclusion of the meeting, the member or representative shall have the opportunity to make a closing statement.**
8. **If the department requires a written statement at an investigatory meeting, the employee will be given up to one hour of City time to write the statement. Additional time may be granted at the sole discretion of the department and will not be withheld arbitrarily.**
9. **The employee will be provided with a copy of the interview notes and given 72 hours to confirm their answers and provide any additional information.**
10. **Except for emergency situations, the unit employees shall have a minimum of 48 hours to arrange for union representation when the member is the subject of an administrative investigatory interview. The union representative will make every reasonable attempt to arrive within the 48 hours. An employee may waive the 48-hour time requirement if the employee is not opting for representation. Employees**

will be provided with the NOI cover sheet (and attachment if applicable) listing the allegations against the employee 48 hour in advance of the investigatory interview, however, the NOI/interview questions will not be provided in advance.

F. Regardless of whether the City elects to interview the employee, or issue written questions, the following shall apply:

1. **The employee will be instructed not to speak to anyone regarding an investigation. This restriction does not apply to the union, the employee's family or clergy, the investigator, or chain-of-command.**
2. **The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other.**
3. **The member shall also be informed that none of their statements, nor any information or evidence which is gained by reason of such statements, can be issued against them in any criminal proceedings.**
4. **A unit member shall receive a copy of any statement that they are asked to sign.**
5. **An employee under investigation will be notified in writing every 90 calendar days as to the current status of the investigation. Every 30 days, an employee under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing. This will include a brief description of the number of known witnesses still to be interviewed and other investigate processes remaining to be completed, as well as an estimated date of completion.**

G. Misc.

1. **A unit member identified solely as a witness will not be prevented from reaching out to the union on their own time to consult with a union representative prior to their interview.**
2. **Only paperwork pertaining to any completed NOI investigation resolved as sustained will be kept in an employee's personnel files.**

H. Unit employees will be permitted to apply and/or compete in a transfer process while in a pending investigation. The transfer process will not be delayed pending the conclusion of the related investigation.

I. The City will provide to the employee a copy of the Citywide completed accident investigation and any other material the City plans to present at the Citywide Accident Review Board hearing. This material will be supplied as quickly as possible after the material has been prepared.

J. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article unless otherwise specified in this MOU. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

PROPOSAL M-52

Intent or problem to be resolved:

Improved consistency. This agreement will also update letter designation to subsequent subsections of 1-4.

Example(s) of how new language/change will be applied (perhaps as opposed to previous language):

Tentative Agreement:

Union Chief Spokesperson	City Chief Spokesperson
Date	Time

City's Position Statement
Unresolved Matters with Local 2960 (Unit 3)

Exhibit C

2021 Negotiations – AFSCME 2960/Unit 3

PROPOSAL	M-12	Tentative Agreement:	
CURRENT Article, Section, Sub-section	**Article 1: Rights Section 1-4.C.2: Rights of Unit Members**	**NEW** Article, Section, Sub-section	

Current Language:

In the event documentation that is eligible for purging from all departmental personnel files is not purged, it will not be considered in future disciplinary matters. Discipline over five years old will not be considered in any process.

New Language or Change:

~~In the event documentation that is eligible for purging from all departmental personnel files is not purged, it will not be considered in future disciplinary matters. Discipline over five years old will not be considered in any process.~~

Discipline older than 5 years from the date of issuance will not be considered for progressive discipline or promotion/transfer purposes except for the following types of discipline, which may be considered for the duration of employment (and upon the employee's return to employment, if applicable):

Discipline under 21b2, 21b4, 21b5, 21b12, 21b13, 21b14, 21b15, 21b18, 21b19, 21b20, and other discipline falling under the category of moral turpitude.

Intent or problem to be resolved:

There are some actions, which result in discipline, that should continue to be considered for the length of employment.

Example(s) of how new language/change will be applied (perhaps as opposed to previous language):

Tentative Agreement:

Union Chief Spokesperson	City Chief Spokesperson
Date	Time

City's Position Statement
Unresolved Matters with Local 2960 (Unit 3)

Exhibit D

2021 Negotiations – AFSCME 2960/Unit 3

PROPOSAL	M-72	Tentative Agreement:	
CURRENT Article, Section, Sub-section	**Article 1: Rights Section: 1-4C.2: Rights of Unit Members**	**NEW** Article, Section, Sub-section	

Current Language:

All unit employees may request that all their departmental personnel files be purged of any adverse materials which are three (3) years or older providing the employee has received no disciplinary action for the same thing during the one-year immediately preceding the request. The request must be in writing and forwarded through official channels. Any adverse materials which are three (3) years or older, shall be purged from the departmental personnel file and moved to a section marked “Inactive" in the Central HR Department personnel file. Discipline notices are exempted from these provisions except as described below.

Purging requests apply to all files, in all formats, in all locations, with the exception of the Inactive section of the Central HR Department personnel file.

Upon request, performance evaluations over 10 years old will be purged from a unit member’s personnel file after 10 (ten) years as an active employee.

If an employee receives a written reprimand during the rating period, the supervisor will document the improvement required in the employee’s performance evaluation without documenting the issuance of discipline.

Upon request, a unit member may have documents related to disciplinary actions, which are over ten (10) years old, removed from all departmental personnel files and moved to a section marked “Inactive" in the Central HR Department personnel file when there have been no incidents or problems of a similar nature within the ten year period immediately preceding the request. The term “disciplinary actions” is defined as follows:

Any discipline given a unit member that resulted in a suspension of eighty (80) hours or less and, for an infraction which did not result in a criminal charge or actions which did not include violent or assaultive behavior directed at another person or, any infraction that is no longer considered to be a disciplinary matter under current contemporary department standards in effect at the time of the unit member’s file purge request.

New Language or Change:

~~All unit employees may request that all their departmental personnel files be purged of any adverse materials which are three (3) years or older providing the employee has received no disciplinary action for the same thing during the one-year immediately preceding the request. The request must be in writing and forwarded through official channels. Any adverse materials which are three (3) years or older, shall be purged from the departmental personnel file and moved to a section marked “Inactive" in the Central HR Department personnel file. Discipline notices are exempted from these provisions except as described below.~~

~~Purging requests apply to all files, in all formats, in all locations, with the exception of the Inactive section of the Central HR Department personnel file.~~

~~Upon request, performance evaluations over 10 years old will be purged from a unit member’s personnel file after 10 (ten) years as an active employee.~~

~~If an employee receives a written reprimand during the rating period, the supervisor will document the improvement required in the employee's performance evaluation without documenting the issuance of discipline.~~

~~Upon request, a unit member may have documents related to disciplinary actions, which are over ten (10) years old, removed from all departmental personnel files and moved to a section marked "Inactive" in the Central HR Department personnel file when there have been no incidents or problems of a similar nature within the ten year period immediately preceding the request. The term "disciplinary actions" is defined as follows:~~

~~Any discipline given a unit member that resulted in a suspension of eighty (80) hours or less and, for an infraction which did not result in a criminal charge or actions which did not include violent or assaultive behavior directed at another person or, any infraction that is no longer considered to be a disciplinary matter under current contemporary department standards in effect at the time of the unit member's file purge request.~~

Intent or problem to be resolved:

Improved consistency.

Example(s) of how new language/change will be applied (perhaps as opposed to previous language):

Tentative Agreement:

Union Chief Spokesperson

City Chief Spokesperson

Date

Time

2021 Negotiations – AFSCME 2960/Unit 3

PROPOSAL M-72 (Revision #1) Tentative Agreement: _____

CURRENT Article, Section, Sub-section	**Article 1: Rights** **Section: 1-4C.2 & 1-4** **F.Rights of Unit Members**	**NEW** Article, Section, Sub-section	

Current Language:

C.2. All unit employees may request that all their departmental personnel files be purged of any adverse materials which are three (3) years or older providing the employee has received no disciplinary action for the same thing during the one-year immediately preceding the request. The request must be in writing and forwarded through official channels. Any adverse materials which are three (3) years or older, shall be purged from the departmental personnel file and moved to a section marked “Inactive" in the Central HR Department personnel file. Discipline notices are exempted from these provisions except as described below.

Purging requests apply to all files, in all formats, in all locations, with the exception of the Inactive section of the Central HR Department personnel file.

Upon request, performance evaluations over 10 years old will be purged from a unit member’s personnel file after 10 (ten) years as an active employee.

If an employee receives a written reprimand during the rating period, the supervisor will document the improvement required in the employee’s performance evaluation without documenting the issuance of discipline.

Upon request, a unit member may have documents related to disciplinary actions, which are over ten (10) years old, removed from all departmental personnel files and moved to a section marked “Inactive" in the Central HR Department personnel file when there have been no incidents or problems of a similar nature within the ten year period immediately preceding the request. The term “disciplinary actions” is defined as follows:

Any discipline given a unit member that resulted in a suspension of eighty (80) hours or less and, for an infraction which did not result in a criminal charge or actions which did not include violent or assaultive behavior directed at another person or, any infraction that is no longer considered to be a disciplinary matter under current contemporary department standards in effect at the time of the unit member’s file purge request.

In the event documentation that is eligible for purging from all departmental personnel files is not purged, it will not be considered in future disciplinary matters. Discipline over five years old will not be considered in any process.

F. A supervisory counseling will only be retained in the supervisor’s file. It will not be placed in the employee’s personnel file. The supervisory counseling will be purged from the supervisor’s file after one (1) year provided no further incidents of a similar nature occur during this one (1) year period.

New Language or Change:

C.2 ~~All unit employees may request that all their departmental personnel files be purged of any adverse materials which are three (3) years or older providing the employee has received no disciplinary action for the same thing during the one-year immediately preceding the request. The request must be in writing and forwarded through official channels. Any adverse~~

~~materials which are three (3) years or older, shall be purged from the departmental personnel file and moved to a section marked "Inactive" in the Central HR Department personnel file. Discipline notices are exempted from these provisions except as described below.~~

~~Purging requests apply to all files, in all formats, in all locations, with the exception of the Inactive section of the Central HR Department personnel file.~~

~~Upon request, performance evaluations over 10 years old will be purged from a unit member's personnel file after 10 (ten) years as an active employee.~~

~~If an employee receives a written reprimand during the rating period, the supervisor will document the improvement required in the employee's performance evaluation without documenting the issuance of discipline.~~ *<relocating this paragraph to Section 1-4.F, after chart (see below)>*

~~Upon request, a unit member may have documents related to disciplinary actions, which are over ten (10) years old, removed from all departmental personnel files and moved to a section marked "Inactive" in the Central HR Department personnel file when there have been no incidents or problems of a similar nature within the ten year period immediately preceding the request. The term "disciplinary actions" is defined as follows:~~

~~Any discipline given a unit member that resulted in a suspension of eighty (80) hours or less and, for an infraction which did not result in a criminal charge or actions which did not include violent or assaultive behavior directed at another person or, any infraction that is no longer considered to be a disciplinary matter under current contemporary department standards in effect at the time of the unit member's file purge request.~~

~~In the event documentation that is eligible for purging from all departmental personnel files is not purged, it will not be considered in future disciplinary matters. Discipline over five years old will not be considered in any process.~~

F. A supervisory counseling will only be retained in the supervisor's file. It will not be placed in the employee's personnel file. ~~The supervisory counseling will be purged from the supervisor's file after one (1) year provided no further incidents of a similar nature occur during this one (1) year period.~~

Document	Supervisory File	Department File (if applicable)	Personnel File (OFFICIAL FILE)
Coachings/Supervisory Counselings	**Maintain original in file. Remove annually provided no further incidents.**	**Not maintained in file.**	**Not maintained in file.**
Written Reprimands	**Maintain copy in file. Remove annually provided no further incidents.**	**Maintain copy in file. Employee may request to remove after 3 years.**	**Maintain original in file. Employee may request to inactivate after 3 years.**

Suspensions (other than below)		**<u>Maintain copy in file.</u> Employee may request to remove after 10 years.**	**<u>Maintain original in file.</u> Employee may request to inactivate after 10 years.**
Discipline under 21b2, 21b4, 21b5, 21b12, 21b13, 21b14, 21b15, 21b18, 21b19, 21b20, and other discipline falling under the category of moral turpitude.		**<u>Maintain copy in file.</u> Cannot Remove**	**<u>Maintain original in file.</u> May not be inactivated**

The official discipline record is maintained in the Personnel File by the Human Resources Department. Copies maintained in either the Supervisory and/or Department files are not the official record. Employees may request to remove/inactivate eligible documents based on the above criteria. Official records may only be inactivated and not removed.

If an employee receives a written reprimand during the rating period, the supervisor will document the improvement required in the employee's performance evaluation without documenting the issuance of discipline. *<relocating this paragraph from Section 1-4.C.2, (see above)>*

The City continues to retain the format used for corrective action/discipline, including forms, technology, etc.

Intent or problem to be resolved:

Improved transparency to the public. Make it clear that discipline is not being purged out of the official (personnel) file.
Language regarding what cannot be inactivated will be updated to reflect any agreement on City proposal M-12.

Example(s) of how new language/change will be applied (perhaps as opposed to previous language):

Tentative Agreement:

Union Chief Spokesperson	City Chief Spokesperson
Date	Time

City's Position Statement
Unresolved Matters with Local 2960 (Unit 3)

Exhibit E

2021 Negotiations – AFSCME 2960/Unit 3

PROPOSAL	M-21	Tentative Agreement:	
CURRENT Article, Section, Sub-section	**Article 2: Grievance/Arbitration/Labor Management Sec 2-1 C.a: Grievance Procedure**	**NEW** Article, Section, Sub-section	

Current Language:

The Grievance Committee will consist of:

Chairman: A City of Phoenix Department Director or a member of the City Manager's Executive Staff or a retired City Manager's Executive Staff (at no cost) as selected jointly by the Labor Relations Administrator and the Union President through a pre-established list.

Secretary: The Labor Relations Administrator or the Administrator's designee.

Member: The President of the Local or the President's designee.

New Language or Change:

The Grievance Committee will consist of:

Chairman: A City of Phoenix Department Director or a member of the City Manager's Executive Staff or a retired City Manager's Executive Staff (at no cost) as selected jointly by the Labor Relations Administrator and the Union President through a pre-established list.

Secretary: The Labor Relations Administrator or the Administrator's designee.

Member: The President of ~~the Local or the President's designee~~ **another Union, other than the Grievant's, representing employees with the City of Phoenix**.

Intent or problem to be resolved:

Use of neutral parties on the Grievance Committee.

Example(s) of how new language/change will be applied (perhaps as opposed to previous language):

Tentative Agreement:

Union Chief Spokesperson

City Chief Spokesperson

Date

Time

ATTACHMENT C

Daniel Bonnett (AZ # 014127)
Jennifer Kroll (AZ # 019859)
Martin & Bonnett, P.L.L.C.
4647 N. 32nd Street, Suite 185
Phoenix, AZ 85018
Telephone: (602) 240-6900
Facsimile: (602) 240-2345
dbonnett@martinbonnett.com
jkroll@martinbonnett.com

Attorneys for AFSCME 2960

AMERICAN FEDERATION OF STATE,	**)**
COUNTY AND MUNICIPAL EMPLOYEES,	**)**
LOCAL 2960	**)**
Meet and Confer Representative for	**)**
Unit 3 Employees of City of Phoenix	**)**
	)
And	**)**
	)
CITY OF PHOENIX, ARIZONA	**)**
A Municipal Corporation City/Employer	**)**

**POSITION OF AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 2960
PURSUANT TO PHOENIX CITY CODE § 2-219(K)**

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INTRODUCTION

American Federation of State, County and Municipal Employees, Local 2960 ("AFSCME Local 2960" or "the Union") hereby submits this position statement pursuant to Phoenix City Code §2-219(K). There are more than 2,800 authorized Unit 3 employees in the City.

Unit 3 employees serve vital roles in providing essential City services to the community and public and have done so throughout the COVID-19 pandemic. Unit 3 employees are an integral part of the City's commitment to public safety and are the front-facing public services employees. Unit 3 employees include the City's 911 operators and dispatchers for both the Police and Fire Departments who provide these services to the City and most of the surrounding communities). Unit 3 employees also are the day-to-day lifeblood of the City. They help run the City's libraries, senior centers, recreation centers and provide other vital City services. Unit 3 employees help maintain the City's revenues by collecting fees and fines, processing permits and a variety of other tasks. They have worked throughout the pandemic even as they faced increasing risk to ensure that the City can provide essential services to the public.

BACKGROUND

On April 1 and 2, 2021, a neutral factfinder, Najeeb N. Khoury, selected by the parties, held a combined factfinding hearing with AFSCME Local 2960 and AFSCME Local 2384. The factfinder heard extensive testimony and arguments and reviewed exhibits presented by both the Union and City management on the issues and proposal on which the parties were unable to reach agreement during negotiations. During the hearing, the City's witnesses included the City Manager Ed Zuercher, Assistant City Manager, Jeff Barton, City Budget Director Amber Williamson, and Chief Negotiators for the City Janice Pitts and Xavier Frost. The Union's

witnesses included a labor economist, Laurie Ann Atenzia, the President of AFSCME Local 2384, Mario Ayala, the President of AFSCME Local 2960, Frank Piccioli, and the Vice President of AFSCME Local 2960, Debra Novak Scott. The hearing was conducted jointly because there are some overlapping labor and management proposals regarding Units 2 & 3.

The recommendations by the neutral factfinder are attached hereto as Exhibit 1. These recommendations are fair and balanced and promote both the public and Unit employees' interests. AFSCME Local 2960 urges the City Council to accept the factfinder's report and recommendations in its entirety. AFSCME Local 2960 respectfully urges City Council not to selectively adopt the factfinder's recommendations but to recognize that these recommendations, made after a two-day hearing, are part of a well- considered, thoughtful, integrated report that balances City Management's expressed concerns, the employees' expressed concerns and the impact on the public. Adopting the recommendations in toto is the most fair and reasonable way to promote the public purpose and ensure the integrity of the factfinding process that serves as a valuable part of the Meet and Confer Ordinance as a means of resolving impasse. Piecemealing the well-reasoned and considered factfinding recommendation and report would be counterproductive to that process.

Alternatively, should the Council not be inclined to adopt and implement that factfinder's report and recommendation in its entirety, AFSCME Local 2960 requests that Council accept the Union's proposals.

I. The Factfinder's Recommendation on Wages Is Fair and Equitable

The factfinder offered a roadmap for a "cautious approach" that will "allow for the opportunity for further economic enhancements during the life of the two-year agreement." Specifically, the factfinder recommended:

1. 2% ongoing wage increase and 3% one-time monetary payment for fiscal year 2021-2022;
2. 1.5% ongoing wage increase and 2.5% one-time monetary payment for fiscal year 2021-2022
3. Re-openers to meet and discuss wage enhancements following final guidance on the more than $400,000,000.00 the City will receive from the federal government under the American Rescue Plan Act ("ARPA") and following analysis of experience of tax revenues derived from recreational marijuana sales, revenues which are not budgeted but which the City already has begun to receive.
4. The factfinder recommended that these wage increases not be unfairly tied to adopting or implementing non-economic proposals such as discipline. See Factfinder Report, Exhibit 1 hereto, at 7 ("I do not believe any party calculated a precise monetary value for the 'transparency package,' but were simply using the monetary number as an incentive."). The increased wages will help offset the years of cuts and concessions by the hardworking employees of Unit 3 whose wages have not kept up with their peers or inflation in terms of wages and salary,

Since 2010, all City of Phoenix employees were asked to do more with significantly less pay and, as the City's own witnesses admitted, their wages have not kept up with the cost of living as reported by the United States Bureau of Labor Statistics. In a historical recession following the

collapse of the real estate and securities markets, Unit 3 employees agreed to 3.2% compensation cuts. These compensation cuts in the 2010-2012 Memorandum of Understanding between the City and Local 2960 were not fully restored until two years ago, in 2019.[1] In 2019, the City employees finally made it back to 2010 wage levels. The City has finally rounded the corner with a significant surplus of $153 million with substantial budgetary flexibility and a positive economic outlook. The City also has a very healthy contingency fund that the City did not need to use during the pandemic. The factfinder's suggested modest increase to wages will be a step toward rewarding the employees' sacrifices and maintaining competitive levels of employee pay and benefits to attract new employees and retain existing employees who have provided loyal service in very difficult and stressful times. It will help maintain Phoenix's stature as one of the best-run cities in the country. To be sure, the factfinder's recommendation is less than what Unit 3 requested or wanted in negotiations and less than the Union believes the City can realistically afford to compensate its employees. At best, it is a modest increase; however, it is well deserved by the Unit 3 employees who have worked faithfully and tirelessly to provide vital public services in a time of financial and economic hardship. Now that the City and economy have recovered, Unit 3 should be compensated accordingly. As the factfinder recommended, such increases should not be tied to a non-economic proposal related to terms affecting discipline and other non-economic issues.

[1] *See* Factfinder Report, at 5 noting: "After the Great Recession, Unit 3 took 3.2% in concessions in its 2010-2012 MOU, had 1.6% of concessions restored in its 2012-2014 MOU; took an additional 2.5% in concessions in its 2014-2016 MOU; received 4.2% restoration of concessions in its 2016-2019 MOU; and finally received 3.5% wage increases in its 2019-2021 MOU. While the last MOU finally got Unit 3 past its concessions, the real dollar wages of its members are still well behind 2010 wages due to inflation."

Furthermore, the factfinder's "cautious" approach to accounting for the over $400 million in ARPA funds that the City is certain to receive, and the revenue the City receives from recreational marijuana taxes also should be adopted by the Council. Implementing a requirement to meet and confer on allocations to employees from these new sources of substantial amounts of added revenue that are not reflected in the current budget or forecasts is entirely appropriate and in furtherance of the public interest by facilitating recruitment and retention of Unit employees.

The factfinder also recommended, and AFSCME Local 2960 respectfully submits, that Unit 3 employees should be given no less in terms of economic benefits than any other Unit. This is fair and equitable and consistent with the stated goals of the City to treat the bargaining units equitably compared to one another in terms of increases in wages and benefits.

Alternatively, there is no doubt that if the City wanted to, it has the budgetary flexibility to approve the more generous increases that AFSCME Local 2960 requested: 2.5% ongoing wage increase and a 3% one-time monetary enhancement for 2021-2022, and a 2.5% ongoing wage increase and a 3% one-time monetary enhancement for 2022-2023 with wage enhancements if projected revenues increase from the prior year. If City Council is not inclined to adopt the factfinder's recommendations in their entirety, Council should consider and implement Unit 3's alternate proposal set forth immediately above.

II. City Council Should Endorse the Neutral Factfinder's Recommendations to Reject City Management's Proposed Change to the Grievance Committee

The neutral factfinder's recommendation to retain the current composition of the grievance committee is well-reasoned and comports with common-sense. The Grievance Committee is currently made up of an appointee of the City Manager, a City department director and the

president of the local or the president's designee of the Unit and employee(s) impacted by the grievance. The committee submits findings and advisory recommendations to the City Manager, who makes the final determination on the grievance.

Indeed, the evidence presented at the hearing was uncontested that the Grievance Committee, which is designed to efficiently and expeditiously resolve disputes under the MOU is functioning well and doing what it was designed to do – foster harmonious labor relations and efficiently resolve labor disputes under the MOU that arise from time to time. The neutral factfinder found that the only reason offered by City Management for changing the Committee – i.e., "optics" did not provide a rational basis for modifying a committee that has a successful and important role in resolving labor disputes:

> I recommend no change to the language. The City offered no evidence that there has been a problem in the current set-up other than potential optics. If a member of the public were to complain about the setup, it would provide an opportunity to educate that interested member of the public and explain why the setup serves the interest of the City. Notably, an election by the Union to use the Grievance Committee process saves the City and the Union the expense of going to arbitration, and the Union is more likely to select the Grievance Committee route if it has representation on the committee. Moreover, any concern that the Union is deciding its own disputes is offset by the fact that management has two representatives on the committee and that the committee ultimately just makes recommendations to the City Manager.

Factfinder Report, at 9.

The factfinder also rejected City Management's proposal that some other union's president sit on the grievance committee for Unit 3's MOU, stating: "It is unclear why the president of a local that has no interest in the contract between the parties (and who is not a professional neutral trained in deciding contractual disputes) should have a role in the dispute resolution process." Id. The factfinder recognized that common sense dictates that the president of the local union can

provide unique knowledge and insight into the circumstances giving rise to the grievance and that in any event, it is ultimately up to the City Manager to make the final decision.

In the unlikely event that this Council decides a change is needed to the grievance language and decides to reject the neutral factfinder's recommendations, AFSCME Local 2960 suggests that the Grievance Committee truly be a "neutral" committee and be comprised of mutually agreed upon neutral parties.

III. The Neutral Factfinder's Recommendations Concerning the Use and Maintenance of Prior Discipline Is Amply Justified

Despite its proposals advocating for disciplinary changes in MOU language, Management presented no evidence that the current disciplinary terms and conditions and requirements present any issues other than "optics" for Unit 3. Citing a single isolated Unit 3 example of prior discipline of a police officer who kept his job and was demoted to Unit 3 and was then promoted, City Management claimed the entire disciplinary structure needed to be modified as a result of public scrutiny. However, as everyone knows, the current call from members of the public for increased scrutiny and transparency of public employees involves police officers whose missteps and misdeeds have resulted in unjustified use of deadly force and racial profiling. While taking no position on changes for sworn police officers or other bargaining units, AFSCME Local 2960 submits that the same changes are unnecessary for the clerical and preprofessional employees who comprise Unit 3. These employees do not carry weapons on the job, do not arrest members of the public, execute search warrants, use deadly force nor do they have the same kind of authority or responsibility of other dissimilar City employees whose mistakes or bad judgment has resulted in public outrage and demonstrations.

Nonetheless, although AFSCME Local 2960 does not entirely agree, the neutral factfinder made the following recommendations for a disciplinary package that AFSCME Local 2960 believes is relatively fair if adopted as part of the overall recommendations made by the factfinder and is willing to recommend to its constituents ratification of the following:

1. Employees should still be able to request that the City remove performance evaluations after ten years and move them to an inactive file. As the factfinder noted, there is simply no reason for using performance evaluations for Unit 3 employees that are more than a decade old.

2. Certain serious disciplinary infractions that result in suspensions may remain permanently in an employee's disciplinary file subject to the following:

1. Only serious violations resulting in suspensions as a result of violations of certain specified disciplinary rules (Rules 21b2, 21b4, 21b5, 21b13, 21b14, 21b15, 21b18, and 21b20) that are not overturned by the Civil Service Board should remain in the file unless there is an agreement to the contrary. However, as the factfinder recommended, the MOU should also specify that to the extent Rule 21b2 is included, this rule should not include discipline for behavior as it applies to stewards and officers of AFSCME Local 2960 engaging in union activities because of the potential chilling effect of such discipline and potential for misuse. Factfinder Report, at 11.
2. The rule changes to maintenance of discipline should not apply retroactively. Applying the rule retroactively to discipline already imposed is unfair and creates serious due process concerns. Employees had rights to challenge prior discipline that has expired and they had no notice that the discipline might remain in their file in perpetuity despite prior MOU language and past practice to the contrary. Employees who had prior discipline may have

challenged either the type of discipline (i.e., a suspension of one day versus a written reprimand) or the alleged rule infraction (which are often listed with multiple rule violations) and elected not to do so with the understanding and upon the reliance that this discipline would have limited future relevance or application after expiration of certain periods of time. As the factfinder found:

> I find the argument that employees relied on the current MOU language in making decisions regarding entering settlements or contesting discipline to be persuasive. While the employer is not proposing a retroactive imposition of discipline, the employees did rely on the rules as they were at the time, and ***it would be unfair to change the rules retroactively***.

Factfinder Report, at 12 (emphasis supplied).

3. There should be new and expanded rights afforded to employees under investigation that the parties should work out. If certain, serious discipline is going to remain in their files forever, employees should have a right to know the charges, know the evidence that has led to the charges and know the witnesses who have accused them and what they have to say. These are basic due process elements and should be afforded to employees. See Factfinder Report, at 13 ("I recommend that the parties work together to agree upon language that reflects the current practice of investigations, with the understanding that any newly agreed upon language should clarify current rights and should not curtail any existing rights.").
4. Employees should be notified when prior discipline over five years old is used in promotions.

Alternatively, AFSCME Local 2960 maintains that the current disciplinary scheme is working and that no changes are needed or should be imposed. None of the changes City

Management proposed were supported by examples of any disciplinary problems that became public issues because of Unit 3 employees. The current nationwide and local public attention regarding sworn police activity does not justify the mass, draconian changes proposed by the City for Unit 3 employees. A wholesale revision of disciplinary procedures should be preceded by an in-depth, conclusive study and further discussion between the parties.

IV. Management's Proposal to Abrogate Sick Leave Rights Should Be Rejected

It is rather astonishing that given the current, ongoing COVID pandemic, City Management chose to try to reduce – rather than expand – available sick leave. Management's proposal to abrogate sick leave rights (without any make-up compensation or credit) hurts employees just when they need sick leave the most. Although Management tried to insist that the language it had proposed did not abrogate any current rights to sick leave, the factfinder rejected this argument based, in part, on the acknowledgment by a Management witness that the City's leave policy is more generous than the state statute the City was advocating should be substituted. *See* Factfinder Report, at 14 (finding it "clear" that "the current language covers situations not covered by the new state law and that the contractual language provides other additional rights"). In line with the factfinder's report, the City's proposal to abrogate and reduce certain sick leave rights should be rejected.

V. The City Should Ensure Proper Bargaining Unit Alignment by Providing Advance Notice and a Meeting with the Union to Confer on any Reallocations or Reclassifications

The proper alignment of bargaining units is an integral component of the Meet and Confer Ordinance. AFSCME Local 2960 also requests that City Council adopt the factfinder's recommendation to require the City to provide 30-days advance notice of any reclassification or

reallocation of bargaining unit work and to hold a meeting to discuss the reallocation or reclassification. This will assist in reducing the potential number of unit clarification petitions filed with the Phoenix Employment Relations Board. The Union's expertise in knowing the jobs and actual work performed and suggestions about the work will also help the City conserve resources and use its available resources more efficiently.

VI. The Side Letter Regarding a Potential Adverse Ruling in the Pending Release Time Litigation Should Contain an Alternative Dispute Resolution Procedure so City Council Has a Full Record and Opinion

While both City Management and the Union oppose any challenge to release time, they both recognize that there is a potential, however remote, for the current challenge to release time pending in the Maricopa County Superior Court to be resolved unfavorably. Accordingly, the proposed side letter contains a mechanism for dealing with that possibility. The sole difference between the parties is that if the parties cannot mutually agree on how to address an unfavorable ruling by a court or how to restructure release time, there should be some factfinding or alternative dispute process preliminary to bringing the matter before Council. AFSCME Local 2960 suggests that the dispute should be submitted to factfinding so that City Council will have a neutral recommendation from a qualified factfinder to consider. This can be accomplished quickly with relatively little expense and will give the City Council a firm basis on which to make decisions regarding the parties' MOU should it need to be modified in light of a possible adverse ruling. See Factfinder Report, at 15.

VII. Management Should Clarify the Language of its Dental and Life Insurance Proposals and Provide Requested Information

The factfinder recommended that Management and the Union work to clarify that the City is not eliminating the enhanced PPO dental option and should provide information so that the

Union can verify that the life insurance coverage is adequate and resolve any potential coverage issues. Factfinder Report, at 14. As of the date of this filing, City management has done neither. As recommended by the factfinder, the Union recommend that the City Council require City Management to provide revised language and the information the Union needs before imposing any dental and life insurance benefits changes.

CONCLUSION

As set forth herein, the factfinder's report was considered and fair and provides an equitable compromise that benefits the City, the employees and the public. AFSCME Local 2960 requests that the City Council adopt the factfinder recommendations in their entirety and if any are rejected, to adopt AFSCME Local 2960's proposals instead.

Respectfully submitted this 21st date of April, 2021.

MARTIN & BONNETT, PLLC

By: /s/Daniel Bonnett

Daniel L. Bonnett
Jennifer Kroll
4647 N. 32nd Street, Suite 185
Phoenix, AZ 85018
Tel: (602) 240-6900
Fax: (602) 240-2345
smartin@martinbonnett.com
jkroll@martinbonnett.com

Attorneys for AFSCME Local 2960

CERTIFICATE OF SERVICE

I hereby certify that on April 21, 2021, I transmitted the foregoing to the following individuals via email:

Phoenix City Clerk's Office for distribution to the City Council
Phoenix City Hall
200 W. Washington Street
Phoenix, AZ 85003
mailbox.city.clerk.department@phoenix.gov

COPIES emailed to:

Heidi Gilbert
Assistant Chief Counsel – Human Resources Section
City of Phoenix Law Department – City Attorney's Office
200 W. Washington Street, 13th Floor
Phoenix, AZ 85003
heidi.gilbert@phoenix.gov

Kathy Schmidt, Executive Director
Phoenix Employment Relations Board (PERB)
251 W. Washington Street, 4th Floor
Phoenix, AZ 85003
kathy.schmidt@phoenix.gov

/s/Kathy Pasley
Attorney for AFSCME Local 2960

EXHIBIT 1

IN THE FACTFINDING PROCEEDINGS

PURSUANT TO PHOENIX CITY CODE

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 2960 (UNIT 3) Union, & CITY OF PHOENIX, Employer	FACTFINDING REPORT AND ADVISORY RECOMMENDATIONS

Factfinder:	Najeeb N. Khoury
Appearing For the Union:	Jennifer Kroll & Dan Bonnett, Martin & Bonnett, P.L.L.C.
Appearing For the City:	Heidi Gilbert, City Attorney's Office
Hearing Dates:	April 1 & 2, 2021

BACKGROUND

This factfinding proceeding involves the City of Phoenix's Unit 3. Unit 3 consists of clerical, 911 operators, detention officers, community service workers, and a wide array of other classifications, and is represented by AFSCME Local 2960 ("AFSCME" or "Union"). The parties are bargaining for a Memorandum of Understanding (MOU) that will run from July 1, 2021-June 30, 2023. Pursuant to the City's Code and the Phoenix Employment Relations Board's Rules, the parties submitted their disputes to factfinding and selected me as the factfinder. The factfinding hearing occurred on April 1 & 2, 2021 in Phoenix, Arizona.

ANALYTICAL FRAMEWORK

Unlike interest arbitration, where a third-party neutral sets the terms of a new contract, a third party neutral in a factfinding simply provides recommendations. This in essence makes factfinding an extension of bargaining. Ultimately, absent an imposition of terms by the employer, the parties must persuade one another of their positions, and the neutral factfinder provides an outside perspective to help the parties along.

For non-economic issues, neutral factfinders have typically required the party seeking a change to the *status quo* to carry the burden of persuasion, and I will follow that convention. In analyzing each non-economic issue, I will be asking two questions. First, should the *status quo* be changed? The party proposing the change must demonstrate that there is a problem with the *status quo* or that the *status quo* can be improved. Second, does the proposed language solve the problem or enhance the *status quo*? If the answer to this second question is no, I will either recommend the *status quo* or provide a different proposed solution that better addresses the issue identified in the first question.

ISSUES AND RECOMMENDATIONS

Article 3, Section 3-1 (Wages):

The City's last offer was a 2% ongoing wage increase and a 3% one-time monetary enhancement for 2021-2022, and a 1.5% ongoing wage increase and a 2.5% one-time monetary enhancement for 2022-2023 plus language stating that the City Council could consider using American Rescue Plan Act ("ARPA") money for further enhancements. However, .5% of ongoing money and .5% of one-time money in 2021-2022 is contingent on the Union accepting what the City has called its transparency package.

The Union's last offer was a 2.5% ongoing wage increase and a 3% one-time monetary enhancement for 2021-2022, and a 2.5% ongoing wage increase and a 3% one-time monetary enhancement for 2022-2023. The Union also asks that there be additional wage enhancements if projected revenues increase year-over-year. The Union further proposes that the parties meet and confer regarding any ARPA money that will be used for wage enhancements.

By way of background, a 1% increase in total compensation for all bargaining units costs the City approximately $18.8 million across all funds and approximately $11.8 million to its general fund; a 1% increase in total compensation for Unit 3 employees costs the City approximately $2.2 million across all funds and approximately $1.2 million to its general fund.

City's Position On Economics:

The City argues that its proposal is generous and in keeping with what other units have agreed upon. The City acknowledges that it is in a fiscally sound position, having a $153 million surplus in its general fund. The City, however, emphasizes that $98 million of the surplus is in one-time money and only $55 million is ongoing, and that one-time money should not be used to pay ongoing costs. The City states that this surplus only reached its current level because federal regulations allowed it to transfer one-time funding from the Coronavirus Relief Fund (CRF) to the general fund to offset public safety salaries.

The City produces a yearly trial budget after receiving initial input from community stakeholders and City Council members. After a trial budget is presented, the community is allowed to provide input on the trial budget, which then turns into a proposed budget and ultimately an adopted budget. There are often significant changes between a trial budget and the adopted budget. City Manager Ed Zuercher testified that the current Trial Budget for the 2021-2022 budget year seeks to balance community needs for service, organizational needs for

infrastructure to provide those services, and fair compensation for City employees. He also noted that the City's population is growing, and that the City anticipates needing to hire more employees to provide services. The City's current Trial Budget dedicates 77% of its general fund surplus or $118 million to employee compensation enhancements, which is in excess of the 70% of its surplus that it dedicated to enhanced compensation in the previous round of negotiations.

In addition to employee compensation enhancements, the Trial Budget dedicates funds to Public Safety Reform & Responsiveness, COVID Relief & Resiliency, Climate Change & Heat Readiness, Affordable Housing & Homelessness, Building Community and Responding to Growth, and Administrative Accountability. Assistant City Manager Jeff Barton testified that any economic enhancements beyond the current offer would require the City to make commensurate cuts to its other priorities which are reflected in the Trial Budget, as the City is legally required to have a balanced budget. Barton also noted that the City has long-term pension obligations which are projected to worsen, with approximately 26% of general fund costs going to pension obligations by 2025-2026.

The City also points out that other bargaining units have already agreed to the offer currently before Unit 3 and that they have "Most Favored Nations" language in their agreements, meaning that the City would be obligated to give the other units increases beyond what their current agreements contemplate.

Budget and Research Director Amber Williamson testified that the City exercises best practices in its budgeting. Therefore, it does not include new or additional revenue streams that have not been realized. She further testified that the City's projected and actual numbers have been historically close, and that the City of Phoenix prides itself on its budgeting accuracy. She

acknowledged that revenues from recreational marijuana sales and ARPA money are not in the 2021-2022 Trial Budget, as these are new sources of revenue.

Union's Position on Economics

AFSCME argues that its members were asked to sacrifice in hard times, and that they did so willingly; therefore, now that there is a sizeable surplus it is only right that the City offer a better economic package. After the Great Recession, Unit 3 took 3.2% in concessions in its 2010-2012 MOU, had 1.6% of concessions restored in its 2012-2014 MOU; took an additional 2.5% in concessions in its 2014-2016 MOU; received 4.2% restoration of concessions in its 2016-2019 MOU; and finally received 3.5% wage increases in its 2019-2021 MOU. While the last MOU finally got Unit 3 past its concessions, the real dollar wages of its members are still well behind 2010 wages due to inflation. AFSCME points out that the current offer of 3.5% on-going money over two years will not keep up with CPI, which is projected to be about 2% a year, and that while one-time money is good, it does not help keep up with inflation.

AFSCME notes that increases to Unit 3 do not have the same impact on the general fund as increases to other units, especially sworn units. AFSCME has worked with the City on pension reform for the civilian pension system. Consequently, the civilian pension system is not projected to grow appreciably as a percentage of the general fund in the next five years. Further, a percentage of Unit 3's salaries are not charged to the general fund.

Laurie Ann Atienza, Labor Economist for AFSCME, testified that the City's audited financials demonstrate that the City is financially healthy, and that revenues show steady, healthy growth with consistent surpluses. Atienza opined that the City's audited financial statements demonstrate that it can absorb compensation enhancements especially in light of its $153 million

surplus, the $416 million ARPA money coming to the City, and the expectations that the Phoenix area will continue to experience population, employment and income growth.

Finally, AFSCME notes that the Trial Budget does not account for any increases in revenue due to recreational marijuana sales, which were recently legalized in Arizona, and does not include the $416 million in ARPA funds; therefore, AFSCME believes there should be more money available for economic enhancements, especially in the second year of the MOU.

Recommendation on Economics

One can certainly understand each side's position. The Union believes it has sacrificed a great deal to help the City during hard times, and that it is not the source of the City's long-term pension problems, having agreed to pension reform initiatives. The City wants to treat all of its bargaining units equitably when it comes to across-the-board total compensation increases, and will not agree to provide higher total compensation increases to civilian employees even if those increases have a less dramatic impact on its long-term projections than increases to sworn employees. The Union wants on-going increases that, at a minimum, keep up with inflation. The City wants to maintain as much long-term flexibility as possible, and is therefore offering large one-time sums, which do not have a compounding impact on its future budgets and are not pensionable.

Further, the City does not want to give economic enhancements beyond what it has agreed to with other units given that those other units have "Most Favored Nations" language; however, Unit 3 believes it is not similarly situated to those other units given many of its unit members are not paid through the general fund. The City is following what it believes is budgeting best practice by not including the unrealized ARPA and recreational marijuana funds; the Union responds that there is certainty that those funds will be realized during the life of this

MOU. The City argues that nothing precludes the Council from dedicating some ARPA money to economic enhancements, but the Union counters that it wants an opportunity to meet about any such enhancements.

Given the uncertainty of the times we are in (with the pace of re-openings and increased economic activity not being certain), I recommend that the parties take a cautious approach but allow for the opportunity for further economic enhancements during the life of the MOU. It is also not lost on me that other units have already settled for what the City is offering the Union, and that it is difficult for the City to offer more to one unit than what other units have agreed upon. Therefore, I will recommend that the parties settle on a 2% ongoing wage increase and a 3% one-time monetary enhancement for 2021-2022, and a 1.5% ongoing wage increase and a 2.5% one-time monetary enhancement for 2022-2023 with reopener language to allow for discussion of further enhancements.

This recommendation, however, is not contingent on the Union accepting the City's "transparency package." This is because I will not be recommending those proposals as drafted. Further, I do not believe any party calculated a precise monetary value for the "transparency package," but were simply using the monetary number as an incentive. Therefore, I will be making my recommendations on those proposals as stand-alone recommendations and based on what I believe makes sense for each proposal.

The facts do support a finding that with the ARPA money and, to a lesser extent, the recreational marijuana revenue, there will be additional revenues during the MOU that can help bridge the gap between the parties' proposals, and that these additional revenues are not accounted for in the Trial Budget, meaning additional economic enhancements based on these revenues will not impact the City's other priorities outlined in the Trial Budget. I recognize that

it is hard to know the precise allowable uses for ARPA money at this point and that the amount of revenue to be generated by recreational marijuana sales is an open question. For this reason, any concrete economic enhancements tied to these new sources of revenue are premature.

I, therefore, recommend that the parties agree to an economic reopener allowing the parties to discuss further enhancements based on acceptable uses of ARPA money and any realized revenue from recreational marijuana sales. I do not recommend adopting the City's language that it will evaluate the ARPA money and unilaterally provide a non-specified percentage of premium pay. It is a fundamental right of unions to be able to meet and confer with employers over economic enhancements. Finally, I do not recommend that the parties agree to AFSCME's language that economic enhancements will automatically be tied to increased revenue. Rather, the re-opener language should be clear that the parties are required to meet over further economic enhancements based on the new revenue, but no negotiated outcome is predetermined by such language.

Article 2: Section 2-1(C): (Grievance Committee)

This is part of the City's transparency package. The City proposes altering the Grievance Committee language so that the President of AFSCME Local 2960 or his/her designee does not sit on the committee that reviews Unit 3 grievances. Under the MOU, AFSCME may select to have a grievance heard by an arbitrator or through the Grievance Committee. The Grievance Committee is currently made up of an appointee of the City Manager, a City department director and the president of the local or the president's designee. The committee submits findings and advisory recommendations to the City Manager, who makes the final determination on the grievance.

The City worries that the optics of the AFSCME Local 2960 president hearing Unit 3 grievances is troublesome; therefore, the City proposes having the president of a different union sit on the committee to hear AFSCME Local 2960 grievances. The Union provided some counter language but is essentially advocating no change to the language.

I recommend no change to the language. The City offered no evidence that there has been a problem in the current set-up other than potential optics. If a member of the public were to complain about the setup, it would provide an opportunity to educate that interested member of the public and explain why the setup serves the interest of the City. Notably, an election by the Union to use the Grievance Committee process saves the City and the Union the expense of going to arbitration, and the Union is more likely to select the Grievance Committee route if it has representation on the committee. Moreover, any concern that the Union is deciding its own disputes is offset by the fact that management has two representatives on the committee and that the committee ultimately just makes recommendations to the City Manager.

Additionally, the City's proposal of having a different union president sit on the committee is highly unorthodox. The MOU is a contract between AFSCME Local 2960 and the City. It is unclear why the president of a local that has no interest in the contract between the parties (and who is not a professional neutral trained in deciding contractual disputes) should have a role in the dispute resolution process. Certainly, in my experience, I have never seen such a setup before.

Article 1: Section 1-4(C): (Purging Discipline--5 years)

The MOU currently precludes the City from considering discipline that is over five years old in any process, i.e., discipline that is over five years old cannot be considered in making progressive discipline or promotional determinations. The City argues that this has created

problems both with the public wanting accountability and with other employees who are losing out on promotional opportunities despite having clean records. Specifically, the City points to some embarrassing or egregious acts of misconduct that have occurred that the City believes should not be disregarded after five years. The City emphasizes that its proposal would just give it the discretion to review old discipline.

The Union responds that the City has the authority to bypass progressive discipline for serious misconduct and that if the City chooses to give an employee a second chance, the employee should have a chance at a clean slate. The Union also argues that the push for transparency is due to cases involving police officers, and there have not been serious problems with Unit 3 members and old discipline. Moreover, the Union notes that unit members have relied on this MOU language in either settling or choosing not to challenge discipline in the past, knowing that the discipline had a shelf life. Specifically, Frank Piccioli, President of AFSCME Local 2960, testified that he has advised numerous unit members about the five-year limitation on discipline, and that his advice would have been different had he known that the rule could be changed retroactively.

The parties did make steps toward each other on this proposal. The City agreed that only suspensions over five years (and not any type of discipline) should be used. The City also stated it would respect settlement agreements containing the five-year limitation language, and it would exclude discipline that is defined as moral turpitude.

The parties were still in disagreement over whether certain types of suspensions should fall under the five-year language. Namely, the Union wanted only suspensions of 40 hours or higher to survive the five-years.

Given the increased public focus on police misconduct, "me-too" issues, and other changing workplace expectations, it makes sense to change the *status quo* and allow the City to be able to consider serious misconduct despite its age. However, it also makes sense that not every type of discipline should be "evergreen." Moreover, employees who are bypassed for promotions based on discipline that is over five years old should receive notice of that fact and have an avenue to contest the issue.

As mentioned in the Unit 2 Report, I have some concern regarding the language involving abusive or threatening behavior, specifically as it applies to stewards engaged in union activities. It is well-established that stewards have wide latitude when representing union members: "Many disciplinary actions are set aside or reduced because the cause for the discipline (often abusive language in heated exchanges with supervisors) emerged from, or was related to, union steward duties." Of course, this does not mean than anything goes and "while a steward's conduct in the course of union business is protected, the immunity is not absolute, and discipline of stewards in extreme situations has been upheld even though the basis for the discipline was related to the employee's conduct as a steward." *See* Elkouri & Elkouri, *How Arbitration Works*, 5-74 to 5-75 (Kenneth Mays, ed., BNA Books 8th Ed. 2016). I recommend that discipline based on abusive behavior survive past five years (as discouraging abusive behavior in the workplace is extremely important) but with some clarifying language about protected union activity. I, however, do not recommend the inclusion of discipline based on actions that bring "discredit or embarrassment to the City." This is new language from the Personnel Rules, and there are no cases yet that explain what type of conduct falls under this language. One can easily argue that any misconduct brings embarrassment to the City, and including this language might then mean all suspensions that are over five years can be used.

Moreover, if an employee is notified that old discipline was a factor in non-selection for a promotional opportunity, the employee should have the right to question whether the decision makes sense so that the employee is not forever precluded for future promotions without an ability to raise a defense.

Finally, I find the argument that employees relied on the current MOU language in making decisions regarding entering settlements or contesting discipline to be persuasive. While the employer is not proposing a retroactive imposition of discipline, it is retroactively changing the way the discipline is being used. Employees did rely on the rules as they were at the time, and it would be unfair to change the rules retroactively.

For these reasons, I recommend that the parties adopt language allowing the City on a moving forward basis to use suspensions that are over five years and are based on Personnel Rules 21b2 (with some mention of union steward rights), 21b4, 21b5, 21b13, 21b14, 21b15, 21b18, and 21b20; that any settlement agreement which mentions the five-year limitation be respected; and that any employee who is notified that discipline over five years old is a factor in a denied promotion be able to submit a non-binding appeal on the matter.

Article 1: Sections 1-4: (Investigations and Discipline)

The City proposes replacing the entire sections dealing with investigations and discipline. It claims that this is cleanup language and meant to create consistency with the process that occurs with other civilian units. The City argues that no rights are being lost or protections curtailed by the new language. The Union counter proposed with language that would require the City to provide a unit member with all materials in the City's possession before conducting an investigatory interview. The Union basically is asking that civilians receive the protections afforded in the Police Officer Bill of Rights.

I do not recommend that civilians be given the same rights as the Police Officer Bill of Rights. There are many variables in an investigation and there may be legitimate reasons why management does not want to share all documents during the investigation stage. In terms of adopting the City's proposed changed language, it is unclear to me whether the Union had any objections to the proposal or if the parties simply needed more time to iron out acceptable language. Therefore, I recommend that the parties work together to agree upon language that reflects the current practice of investigations, with the understanding that any newly agreed upon language should clarify current rights and should not curtail any existing rights.

Article 1: Sections 1-4: (Purging/Inactive Reference)

As I understand the proposal, the City wants to replace text with a graph that shows when various documents can be removed from certain files and made inactive from other files. Xavier Frost, Deputy Human Resources Director—Labor Relations, testified that the City is simply trying to have whatever process is agreed upon be reflected in the chart. I am sure that the point of confusion for the Union is that the proposed chart incorporates the proposed changes to the five-year old discipline discussed above. My recommendation is that the parties adopt a chart that reflects whatever the parties ultimately agree upon in the other sections of the MOU. However and to be clear, the move from text to a chart by itself is not meant to change anything substantively.

Article 2: Section 2-1: (Grievance Definition)

The City proposes changing the definition of a grievance so that a grievance cannot be filed whenever there is an alternate specific method of review. The current language precludes grievances when there is no Civil Service or other specific method of review provided by State or City law. The City claims it is attempting to prevent multiple matters being filed regarding

the same fact pattern. However, the City provided no specific examples of when this was done. Moreover, the City's proposal does not specify which types of methods of review would preclude grievances. Under the City's language, any non-binding, informal method of review could preclude a grievance. For these reasons, I recommend the *status quo* language.

Article 5: Section 5-2: (Benefits—Dental)

The City wants to update language regarding dental benefits. Debra Novak-Scott, Vice President, AFSCME Local 2960, testified that her concern with the proposal as drafted is that it could be read to exclude the availability of an enhanced PPO that exists. I recommend that the parties work on language that makes clear the clarifying amendments do not impact the enhanced dental PPO plan.

Article 5: Section 5-3: (Benefits—Life Insurance)

The City wants to update language to reflect that it no longer uses a life insurance plan from 1997. Ms. Novak-Scott testified that the Union would like to see the current life insurance policy before agreeing to the clean-up language. I recommend that the City share the current life insurance plan with the Union, and that the parties then agree on the revised language.

Article 5: Section 5-9(B): (Benefits—BO/BN)

The City proposes eliminating language for use of sick leave in certain situations. The City stated in its proposal that it wanted to eliminate the language because it was "no longer applicable with Earned Paid Sick Time State Law." However, it became clear at the hearing that the current language covers situations not covered by the new state law and that the contractual language provides other additional rights. Xavier Frost testified that the different types of sick

leave usages could lead to confusion and abuse; however, there were no concrete examples presented of abuse. I, therefore, recommend maintaining the *status quo* language.

Article 1: Section 1.3 (Janus Related Litigation)

The parties are discussing the inclusion of new language to account for a possible court order related to litigation involving release time. From the presentations at the hearing, the outstanding issue seems to be whether the Union will have a chance to meet with the City to discuss implementing any court order that might require a change in how release time is given. The Union acknowledges that any process for giving input would have to be expedited given the need to be in compliance with an enforceable court order, if one exists. My recommendation is that the parties agree to meet and discuss ways of implementing an enforceable court order if one is issued. While the Union's written proposal called for any dispute going to arbitration, it is unclear that the arbitration process could move fast enough to ensure the parties are in compliance with a court order in a timely manner. The parties should discuss alternative methods by which they might meet and come to a speedy resolution. This might include agreeing to factfinding.

Union Proposal #39: Fairness Agreement

AFSCME Local 2960 is asking for a "Most Favored Nations" clause that will ensure it is treated equitably to other units. I see no reason why AFSCME Local 2960 should not receive the same protection that other units received. I certainly see no reason why such a clause should be conditioned on a unit not exercising its right to go to factfinding. For this reason, I recommend inclusion of a "Most Favored Nations" clause.

Article 1: Section 1-6(E) (Erosion of Bargaining Unit)

Frank Piccioli, President of AFSCME Local 2960, testified that the Union is seeking language requiring the City to give written notice to the Union thirty days in advance of a position being reallocated or reclassified out of the unit and requiring the City to discuss the reallocation or reclassification of such positions. Piccioli made clear that the Union is not asking for a meet and confer or any veto power.

Good labor relations should always involve an exchange of information and ideas. For this reason, I recommend that the City give 30 days' notice of reallocations or reclassifications which will take positions out of the unit and meet with the Union within that 30-day time period to discuss the reallocations or reclassifications. Any such meeting shall not prevent the reallocation or reclassification.

CONCLUSION

I discussed the issues that the parties focused on at the hearing. I recommend that the *status quo* remain if there any issues on which the parties did not orally present and on which I did not comment. I sincerely hope that these recommendations assist the parties in reaching a negotiated settlement.

Date: April 7, 2021

Najeeb N. Khoury

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 24

Call for a Special Meeting and Notice of Legally Required Public Hearings on Proposed 2021-22 Budget for the City of Phoenix

Request the City Council call for a special meeting of the City Council, as required by A.R.S. 42-17105, at 2:30 p.m., Wednesday, June 16, 2021, for the purpose of considering adoption of the final 2021-22 budget for the City of Phoenix, including Operating Funds, Capital Funds and Reappropriated Funds.

Request to authorize the City Manager to:

1. Set 2:30 p.m., Wednesday, June 2, 2021, as the time and date of the legally required public hearing on the adoption of the tentative budget ordinances for the City of Phoenix for the 2021-22 fiscal year, including Operating Funds, Capital Funds and Reappropriated Funds.
2. Set 2:30 p.m., Wednesday, June 2, 2021, as the time and date of the public hearing for purposes of receiving public comments on the proposed 2021-26 Capital Improvement Program.
3. Set 2:30 p.m., Wednesday, June 16, 2021, as the time and date of the legally required public hearing on the adoption of a Property Tax Levy and Truth in Taxation, if applicable, and the final adoption of the budget for the City of Phoenix for the 2021-22 fiscal year, including Operating Funds, Capital Funds, and Reappropriated Funds.
4. Set 10 a.m., Thursday, July 1, 2021, as the time and date of the legally required public hearing on the adoption of the Property Tax Levy for the 2021-22 fiscal year.

Summary

In addition to these legally required public hearings, from April 2 through April 20, 2021, 14 community budget hearings were advertised in various city newspapers and online, and were held citywide in the City Council Chambers through a virtual platform. These hearings also provided residents with several opportunities to comment on the proposed 2021-22 budget and were video recorded for viewing on the City’s YouTube page and on PHXTV. Residents also had the opportunity to provide feedback via phone, email or through the City’s online budget tool FundPHX. All comments and messages were summarized and forwarded in weekly City Council reports.

Responsible Department

This item is submitted by City Manager Ed Zuercher and the Budget and Research Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 25

Authorization to Accept Real Property for the Durango Regional Conveyance Channel, along Lower Buckeye Road, 75th to 107th Avenues (Ordinance S-47507)

Request to authorize the City Manager, or his designee, to accept real property and related property interests from the Flood Control District of Maricopa County for the Durango Regional Conveyance Channel Project.

Additionally, request the City Council to grant an exception pursuant to Phoenix City Code 42-20 to authorize inclusion in the documents pertaining to this transaction of indemnification and assumption of liability provisions that otherwise would be prohibited by Phoenix City Code 42-18, as Flood Control District of Maricopa County's form documents include such provisions.

Summary

The City and Flood Control District of Maricopa County (FCDMC) entered into an Intergovernmental Agreement (IGA) for the Durango Regional Conveyance Channel, FCD 2010A029, to mitigate flooding and to remove existing flood hazards. The project will pump stormwater out from the 107th Avenue basin into the Buckeye Feeder canal. Under the IGA, FCDMC is required to acquire the real property and property rights needed for the project, and subsequently convey the real property and property rights to the City upon completion and acceptance of the project.

The real property and property rights to be accepted are identified in **Attachment A**.

Concurrence/Previous Council Action

The City Council approved:

- IGA 131924 with FCDMC (Ordinance S-38154) on Aug. 31, 2011; and
- IGA 131924 with FCDMC - Amendment (Ordinance S-43935) on Oct. 4, 2017.

Location

Along Lower Buckeye Road from 75th to 107th avenues.
Council District: 7

Responsible Department

This item is submitted by Deputy City Manager Karen Peters and the Public Works and Finance departments.

Attachment A
Property Identification

City of Phoenix Street Improvement Project: ST83120054
Durango Regional Conveyance Channel

The following real property and real property interests included in this request are identified by the Maricopa County Assessor's parcel number (APN) and the address or location.

Vesting Document / Recording #	**APN**	**Address / Location**
Warranty Deed 2009-0419870	101-25-003A	3201 S. 107th Ave.
Drainage Easement 2011-0746363	101-25-851	10631 W. Albeniz Place
Final Order of Condemnation 2014-0680745	101-30-714K	Southeast Corner 91st Avenue & W. Elwood Street alignment
Drainage Easement 2011-0617376	101-30-876	3555 S. 91st. Ave.
Right of Way License 2013-0145263	101-30-882E 101-30-882G	Southwest corner 87th Avenue and W. Elwood Street alignment
Final Order of Condemnation 2011-0825386 Quitclaim Deed 2012-0779836	101-31-003H 101-31-004G 101-31-004E	west of 83rd Avenue & south of W. Elwood Street alignment
Drainage Easement 2011-0725399	104-53-771	3850 S. 79th Ave.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 26

Authorization to Enter into a Revocable License with TB North, LLC on City-Owned Property Located at 31750 N. Cave Creek Road (Ordinance S-47510)

Request to authorize the City Manager, or his designee, to enter into a revocable license with TB North, LLC for approximately 2.414 acres of undeveloped City-owned land located at 31750 N. Cave Creek Road for construction staging and storage. Further request to authorize the City Treasurer to accept all funds related to this item. The license fee for the year will be $27,515.20.

Summary

TB North, LLC will use approximately 2.414 acres of City-owned land during the construction of a garage condo complex on an adjacent property to the south. The license will allow temporary construction access, large construction equipment, materials staging and storage, parking, a construction trailer and administration offices. Use of this site will also reduce the need for construction traffic to directly access Cave Creek Road. The City owns this property for future water facility expansion to meet an increase in demand in northeast Phoenix. The license will not conflict with the City's future intended use.

The license will be for one year. The license fee will be $27,515.20, plus applicable taxes, which is within range of market rents as determined by the Real Estate Division. TB North, LLC shall provide insurance and indemnification acceptable to the City of Phoenix Finance Department's Risk Management Division and Law Department. The license may be canceled pursuant to A.R.S. section 38-511, or upon 60-days' prior written notice. The license may contain other terms and conditions deemed necessary by the City.

Contract Term

The license will be for one year.

Financial Impact

The license fee will be $27,515.20, plus applicable taxes.

Location
31750 N. Cave Creek Road, identified by Maricopa Assessor's Parcel number 211-35-003.
Council District: 2

Responsible Department
This item is submitted by Deputy City Manager Karen Peters and the Water Services and Finance departments.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 27

Acceptance of Easements for Drainage and Water Purposes (Ordinance S-47518)

Request for the City Council to accept easements for drainage and water purposes; further ordering the ordinance recorded.

Summary

Accepting the property interests below will meet the Planning and Development Department's Single Instrument Dedication Process requirement prior to releasing any permits to applicants.

Easement (a)
Applicant: Kierland SDL, LP, its successor and assigns
Purpose: Drainage
Location: 15826 N. Scottsdale Road
File: FN 210014
Council District: 2

Easement (b)
Applicant: Kierland SDL, LP, its successor and assigns
Purpose: Water
Location: 15826 N. Scottsdale Road
File: FN 210014
Council District: 2

Responsible Department

This item is submitted by Deputy City Manager Mario Paniagua, and the Planning and Development and Finance departments.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 28

Acceptance and Dedication of a Deed and Easements for Sidewalk, Public Utility and Roadway Purposes (Ordinance S-47519)

Request for the City Council to accept and dedicate a deed and easements for sidewalk, public utility and roadway purposes; further ordering the ordinance recorded.

Summary

Accepting the property interests below will meet the Planning and Development Department's Single Instrument Dedication Process requirement prior to releasing any permits to applicants.

Easement (a)
Applicant: Estate of John J. Sorci, deceased Probate Case number PB2020-050124, its successor and assigns
Purpose: Sidewalk
Location: 4803 E. Chandler Blvd.
File: FN 210013
Council District: 6

Easement (b)
Applicant: Exeter 39th Land, LLC, its successor and assigns
Purpose: Public Utility
Location: 3929 W. Lower Buckeye Road
File: FN 190062
Council District: 7

Deed (c)
Applicant: Exeter 39th Land, LLC, its successor and assigns
Purpose: Roadway
Location: 3929 W. Lower Buckeye Road
File: FN 190062
Council District: 7

Responsible Department

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development and Finance departments.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 29

Oracle Software, Hardware, Support and Maintenance Contract (Ordinance S-47524)

Request authorization for the City Manager, or his designee, to authorize one year of payment authority for citywide products, services, software licensing, support and maintenance with Oracle America Inc. (Oracle) under the new Master Services Agreement, in an amount not to exceed $7,004,000 for the Information Technology Services (ITS) Department, in support of multiple departments' applications, databases, computing hardware, maintenance agreements and technologies. Further request authorization for the City Controller to disburse all funds related to this item.

Summary

The City uses Oracle applications and technologies in multiple departments for various technology systems that are an integral part of the daily operations of the City. Oracle applications and technologies are used in several citywide critical systems, such as Police Department's Records Management System, the Water Services Customer Care and Billing system used for water and solid waste billing, the Human Capital Management system used for human resources and payroll functions, and the citywide Business Intelligence infrastructure.

ITS has consolidated the management of agreements under the Master Services Agreement and works closely with departments on payments and to evaluate licensing, support, and maintenance for Oracle software in use by the City. ITS requests funding for continued support and maintenance on behalf of all City departments.

Contract Term

The Master Services Agreement is valid for a five-year term, which will end on or about April 21, 2026. This funding is for multiple license and support agreements under the Master Services Agreement is projected to cover one year of various renewals. Due to various end dates of agreements, and potential savings from license consolidations, this funding would be valid through the term of the Master Services Agreement.

Financial Impact

The aggregate amount projected for the first year of the agreement will not exceed

$7,004,000 in support of continued utilization of Oracle products, services, software licensing, support and maintenance citywide. Funds are available in the various departments' budgets.

Responsible Department
This item is submitted by Deputy City Manager Toni Maccarone and the Information Technology Services Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 30

Intergovernmental Agreement between Maricopa County and City Prosecutor's Office for Use of Maricopa County Phone Services (Ordinance S-47529)

Request to authorize the City Manager, or his designee, to enter into an Intergovernmental Agreement (IGA) with Maricopa County's Office of Enterprise Technology Department and the City of Phoenix Law Department, City Prosecutor's Office for the use of Maricopa County phone services at the new shared Intake, Transfer and Release facility at 2670 W. 28th Drive, Phoenix, Arizona. The estimated cost will not exceed $5,000 for the term of this Agreement. Funding is available in the Law Department Prosecutor's Office Technology Enhancement budget. Authorize the City Contoller to disburse funds.

Summary
The IGA establishes responsibilities and costs for the parties regarding use of the County phone services at the new shared County Intake, Transfer and Release facility at 2670 W. 28th Drive, in Phoenix. Arizona Revised Statute 11-952 authorizes the County and City, as public agencies, to enter into IGAs for joint cooperative action and agreement for the operation and use of shared services.

Contract Term
The IGA terminates on June 30, 2022. The Parties may renew this Agreement upon written agreement with each extension expiring on June 30 of the year of expiration.

Financial Impact
The estimated cost will not exceed $5,000 for the term of this Agreement. Funding is available in the Law Department Prosecutor's Office Technology Enhancement budget.

Responsible Department
This item is submitted by City Manager Ed Zuercher and the Law Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 31

Intergovernmental Agreement between Maricopa County and City Public Defender's Office for Use of Maricopa County Phone Services (Ordinance S-47534)

Request that the City Council authorize the City Manager, or his designee, to enter into an Intergovernmental Agreement (IGA) with Maricopa County's Office of Enterprise Technology Department and the City of Phoenix Public Defender's Office for use of Maricopa County phone services at the new shared Intake, Transfer and Release facility at 2670 W. 28th Drive, Phoenix, Ariz. The estimated cost will not exceed $5,000 for the term of this agreement. Funding is available in the Public Defender's Telephone/Telecommunications budget. And request that the City Controller be authorized to disburse funds for the purposes of this ordinance.

Summary
The IGA establishes responsibilities and costs for the parties regarding use of the County phone services at the new shared County Intake, Transfer and Release facility in Phoenix. Arizona Revised Statute section 11-952 authorizes the County and City, as public agencies, to enter into IGAs for joint cooperative action and agreement for the operation and use of shared services.

Contract Term
The IGA terminates on June 30, 2022. The Parties may renew this Agreement upon written agreement, with each extension expiring on June 30 of the year of expiration.

Financial Impact
The estimated cost will not exceed $5,000 for the term of this agreement. Funding is available in the Public Defender's Telephone/Telecommunications budget.

Responsible Department
This item is submitted by Deputy City Manager Karen Peters and the Public Defender's Office.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 32

Intergovernmental Agreement between Maricopa County and Phoenix Municipal Court for Use of Maricopa County Phone Services (Ordinance S-47535)

Request that the City Council authorize the City Manager, or his designee, to enter into an Intergovernmental Agreement (IGA) with Maricopa County's Office of Enterprise Technology Department and Phoenix Municipal Court for use of Maricopa County phone services at the new shared Intake, Transfer and Release facility at 2670 W. 28th Drive, Phoenix, Ariz. And request that the City Controller be authorized to disburse funds for the purposes of this ordinance.

Summary
The IGA establishes responsibilities and costs for the parties regarding use of the County phone services at the new shared County Intake, Transfer and Release facility in Phoenix. Arizona Revised Statute section 11-952 authorizes the County and City, as public agencies, to enter into IGAs for joint cooperative action and agreement for the operation and use of shared services.

Contract Term
The IGA terminates on June 30, 2022. The parties may renew this agreement upon written agreement with each extension expiring on June 30 of the year of expiration.

Financial Impact
The estimated cost will not exceed $5,000 for the term of this agreement. Funding is available in the Phoenix Municipal Court’s budget.

Responsible Department
This item is submitted by Chief Presiding Judge B. Don Taylor and Deputy City Manager Karen Peters.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 33

Amend Contract with Community Legal Services for COVID-19 Tenant Eviction Assistance Project (Ordinance S-47528)

Request to authorize the City Manager, or his designee, to amend Contract 154006 with Community Legal Services, Inc. (CLS) to extend the contract term for an additional three months from July 1, 2021 through Sept. 30, 2021. Further request authorization for the City Controller to disburse all funds related to this item. Funding is provided from the Arizona Department of Economic Security, Division of Aging and Adult Services (DES). There is no impact to the General Fund.

Summary

To address the impact of COVID-19 on housing stability, in June 2020, CLS created the Tenant Eviction Assistance Project (TEAP) with financial support through the City of Phoenix Coronavirus Relief Fund allocation. TEAP is staffed with attorneys providing legal assistance, advocacy and representation to low-income Phoenix residents experiencing eviction and court action. CLS does not charge a fee for this service, has an established relationship with the Phoenix-area justice courts, and has considerable familiarity in working with low income and vulnerable populations. DES has authorized the City to carryover funding allocated to this contract into the next fiscal year. The extension will allow the continuation of TEAP and for CLS to expend the authorized DES carryover funding.

Contract Term

The extended contract term will be July 1, 2021 through Sept. 30, 2021.

Financial Impact

The aggregate value of this contract shall not exceed $465,000. Funding is provided from the Arizona Department of Economic Security, Division of Aging and Adult Services. There is no impact to the General Fund.

Concurrence/Previous Council Action

Council approved the initial contract with CLS on Jan. 6, 2021 with Ordinance S-47231.

Responsible Department

This item is submitted by Deputy City Manager Inger Erickson and the Human Services Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 34

Request Phoenix Become Signatory City of C40 Clean Air Cities Declaration

This report provides the City Council a summary of the C40 Cities Clean Air Cities Declaration and requests City Council approval for the City of Phoenix to sign the declaration.

Summary

Phoenix joined the C40 Network of Cities in 2020. This global network recognizes the substantial role cities play in addressing climate change and other serious issues like air quality. Phoenix participates in several C40 working groups, including the C40 Air Quality Network, which provides a platform for cities to share best practices, knowledge, and solutions that assist in making air quality better. The City is a leader in technical expertise as well as collaboration and communication around efforts to measure, understand and reduce air pollution; as such, Phoenix has been offered the opportunity to sign on to the C40 Clean Air Cities Declaration (**Attachment A**).

In April 2016, City Council adopted the 2050 Environmental Sustainability goals for the City, which included a vision to achieve a level of air quality that is healthy for all Phoenix residents and the environment. One of the goals is to outperform the federal air quality standards for regional pollutants.

The Clean Air Cities Declaration aligns with and affirms our commitments to clean air by focusing on:

- Improving data, analysis and communications in cities and between cities to identify sources, raise awareness, track progress, evaluate risk and establish policies that result in improved air quality;
- Identifying and delivering high impact actions that address significant pollution sources; and
- Improved collaboration between cities and other local and state government agencies as well as non-government organizations to improve air quality and communicate effective solutions.

By signing this declaration, Phoenix affirms its intent to continue to work toward the goal of clean air. The benefits of signing onto the declaration include access to resources and information, global recognition as an air quality leader, and fostering

engagement of local stakeholders. The Phoenix area suffers from impaired air quality, which can lead to premature death and increased disease. It also impacts our economy and reduces opportunities for our residents to thrive.

Ozone and Particulate Matter (PM) pollution are each serious issues for the Phoenix metro area. The greater Phoenix area is currently designated as Moderate Non-attainment for ozone, and likely to be re-designated to Serious Non-attainment in 2024. Despite reduced traffic due to the pandemic in 2020, ozone still exceeded regulatory levels. The area also is designated as Serious Non-attainment for PM10 (dust) and is experiencing increasing levels for PM2.5 (soot) that could potentially result in the region's status changed to Non-attainment for PM2.5. As the classification becomes more severe, Clean Air Act requirements become more stringent and costly. Failure to meet the standard by established deadlines has economic repercussions.

City staff are working with a variety of organizations to develop solutions for improving our air quality. The Maricopa Association of Governments, Maricopa County Air Quality Division, the Arizona Department of Environmental Quality, and others including coalitions such as Arizona Thrives are all working on air quality solutions. Phoenix's involvement with C40 Cities has provided us with additional tools and resources for problem solving. Being a signatory city on the C40 Clean Air Cities Declaration will reaffirm our commitment to working toward clean air for everyone and will serve as a mechanism to bring others to the table.

Concurrence/Previous Council Action
The Transportation, Infrastructure and Innovation Subcommittee recommended approval of this item on April 7, 2021, by a vote of 4-0.

Responsible Department
This item is submitted by Deputy City Manager Karen Peters and the Office of Environmental Programs.

Clean Air Cities: Our Commitment to Healthy Air for Every Citizen

Nine out of 10 people around the world are breathing dirty air.[1] Not only does this lead to early death and increased disease, it impacts our economies and reduces opportunities for our citizens to thrive. It is the poorest and most vulnerable communities in our cities that are most at risk.

Breathing clean air is a human right. As mayors of world-leading cities, we will not wait for others to act to protect our citizens from the devastating consequences of air pollution.

We know that air pollution and the climate crisis go hand-in-hand. Both need swift, unprecedented and collective action to remove the pollution that is harming our health and warming our planet.

The most significant causes of air pollution vary between our cities. We must take action to better understand the problem, find ways to control pollution at the source, protect people from exposure to dirty air, evaluate the health impacts and determine how all these factors are shaped by our local economy, geography, demographics and city powers.

Air pollution does not recognize municipal, regional and national borders. Clean air can only be achieved by forming strong partnerships, including between cities, with regional and national authorities, as well as with the private sector and academic institutions. We must exchange best practices and coordinate action to address the sources of pollution both within and beyond our borders or control.

Together, we will work towards a shared vision of meeting World Health Organization Air Quality Guidelines by 2030.[2] We will use all the powers at our disposal as mayors to tackle air pollution, and call on others responsible for the sources of air pollution that poison the air in our cities to match this commitment.

This declaration sets out our overarching commitments to deliver clean air for every citizen. These goals are supported by other bold actions being taken in the world's great cities, including the transition to zero emission transport under the *C40 Green and Healthy Streets Declaration* and to zero emission buildings under the *C40 Net Zero Carbon Buildings Declaration*, as well as the work of global partners, such as the BreatheLife Action Platform.

We are committed to a future where *all people* can thrive and enjoy healthier, more active lives – where breathing clean air is an undeniable human right upheld by ambitious and innovative policies and laws.

To clean the air our citizens breathe and help meet the goals of the Paris Agreement, we pledge to:

- Within two years, establish baseline levels and set ambitious reduction targets for air pollutants that meet or exceed national commitments. These targets will put us on a path towards meeting World Health Organisation Air Quality Guidelines for particulate matter, nitrogen dioxide, ozone, and sulphur dioxide.

[1] According to the World Health Organisation.
[2] https://www.who.int/news-room/fact-sheets/detail/ambient-(outdoor)-air-quality-and-health

- Before 2025, implement new substantive policies and programmes to address the top causes of air pollution emissions within our city and under our control.

- Publicly report annually on our progress in reducing pollution levels relative to targets and achieving the commitments in this declaration.

To meet this commitment, we will:

- Implement new policies, enforce strong regulations, prioritise resources, and build necessary capacity and skills to achieve ambitious reductions in air pollution source sectors that are within our control.
- Integrate the relevant top pollution-reducing actions -- that are within our city and under our control -- into our Climate Action Plans, such as: rapidly expanding zero emission public transport, creating low or zero emission areas, supporting walking/cycling, implementing vehicle restrictions or financial incentives/disincentives (e.g. road or parking charging), reducing truck, non-road machinery and city owned vehicle emissions, cleaning up construction sites and equipment, reducing industrial emissions, reducing emissions from wood burning, expanding affordable access to clean energy for cooking and heating, restricting pollution from solid waste burning and expanding greening.
- Establish, maintain, increase, or contribute to reliable city-wide air quality monitoring, making data publicly available in a timely manner or as close to real-time as possible and in an accessible format, in coordination with relevant departments and institutions.
- Conduct, expand, or collaborate with relevant institutions to increase research on the health impacts of air pollution, the benefits of air quality improvements, and associated economic implications, and publish the results.
- Raise awareness of air quality to help vulnerable citizens reduce their exposure, and to reduce the causes of air pollution, such as traffic.
- Create, update, or work with relevant institutions to ensure high quality emissions inventories, models, and analysis are available to describe where and how outdoor air pollution is formed in our city, both today and in the future.
- Work with and advocate for regional, state, supranational, and national government to take action on sources outside our boundaries or our control.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 35

2021-22 CDBG Public Service and Public Facility Request for Proposals

Request City Council approval of the Community Development Block Grant Public Service/Public Facility Request for Proposals process and proposed priorities for the Public Facility program.

Summary

The Community Development Block Grant (CDBG) Request for Proposals (RFP) process for the Public Service / Public Facility (PS/PF) program provides an opportunity for nonprofits to apply for funding to implement facility improvements and deliver critical programs and services that serve low- and moderate-income communities in Phoenix. The PS/PF program is an important element of the Consolidated Plan and Annual Action (AA) Plan required by the U.S. Department of Housing and Urban Development (HUD). For FY 2021-22, Neighborhood Services Department (NSD) staff has identified $380,862 in available funds for a Public Service RFP and $483,273 in available funds for a Public Facility RFP.

NSD reissued the 2020-21 CDBG PS RFP on Feb. 25, 2021, the previous RFP process was interrupted in the Spring of 2020 when the COVID-19 pandemic significantly altered the way many nonprofits were able to provide services and programs to residents. The reissued RFP closed on March 25, 2021 and NSD received over 40 proposals requesting over $1.2 million in CDBG funding from nonprofit agencies to address public service needs for low- and moderate-income youth, support services for persons with disabilities, and support services for seniors. The Community Development (CD) Review Committee, a Mayor-appointed advisory board that evaluates and provides City Council with the funding recommendations, will be convening in late April to score proposals.

The 2020-21 CDBG PS RFP has the ability to award a total of $400,688 in public service programs. The maximum a nonprofit agency could request was $30,000 per proposal, therefore NSD estimates that the current RFP can award approximately 14 proposals. Due to the number of submissions seeking CDBG funding, NSD has identified an option for City Council to allocate the $380,862 2021-22 of CDBG PS funds to the current PS RFP process, increasing the total PS award amount to $781,550. This would allow the City to potentially fund an additional 12 proposals for a

total of 26 public service programs. NSD would still be able to maintain the current procurement timeline and present the CD Review Committee funding recommendations to City Council at the May 5, 2021 Formal meeting.

NSD recommends maintaining the traditional Public Facility priority areas for the FY 2021-22 CDBG PF RFP, as described below:

Public Facility Priorities

- Acquisition, construction and rehabilitation of public facilities, such as senior and youth centers, neighborhood facilities, and childcare buildings.

A total amount of $483,273 is available for the Public Facility RFP.

The tentative dates for the 2021-22 Public Service and Public Facility RFPs are as follows:

- RFPs Available - May 2021
- Proposals Due - June 2021

City Council will be asked to review and approve the CDBG RFP awards in the summer 2021.

Concurrence/ Previous Council Action
This item was recommended for approval by the Land Use and Livability Subcommittee meeting on April 21, 2021 by a 3-0 vote.

Responsible Department
This item is submitted by Deputy City Manager Inger Erickson and the Neighborhood Services Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 36

2021-2022 CDBG Reprogramming Request (Ordinance S-47540)

Request to authorize the City Manager, or his designee, to reprogram $1,300,000 of available Community Development Block Grant (CDBG) program income to continue to fund additional targeted code enforcement and the expanded Rental Rehabilitation Program. Further request to authorize the City Controller to disburse the funds for the purpose of this ordinance.

Summary

Each fiscal year, the Neighborhood Services Department (NSD) requests that program income from projects funded by the CDBG allocation are reprogrammed to provide an additional year of continued funding for two Neighborhood Preservation Inspector 1 positions originally eliminated as part of the February 3, 2009 General Fund budget reduction. For 2021-22, NSD is requesting $300,000 be reprogrammed for the two positions. Staff will continue to provide enforcement of the Neighborhood Preservation Ordinance in eligible, targeted low- and moderate-income census tracts, specifically in the City's targeted Neighborhood Initiative and Redevelopment areas, including the West Phoenix Revitalization Area through June 30, 2022.

In addition, NSD is requesting $1,000,000 in CDBG program income be reprogrammed to the recently expanded Rental Rehabilitation Program. This program facilitates the preservation of safe and affordable rental housing for low- and moderate-income tenants by providing financial assistance to rental property owners to complete rehabilitation projects for deteriorating properties. The goal of the revised Rental Rehabilitation Program, which includes increasing program access and information, improved marketing and outreach, and a targeted neighborhood approach, is to increase the number of rental units preserved within the city of Phoenix and support the Housing Phoenix Plan goal of creating or preserving 50,000 affordable homes by 2030.

Concurrence/Previous Council Action

This item was recommended for approval by the Land Use and Livability Subcommittee on April 21, 2021 by a 3-0 vote.

Responsible Department

This item is submitted by Deputy City Manager Inger Erickson and the Neighborhood Services Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 37

2021-2022 CDBG Neighborhood Economic Development Programs (Ordinance S -47512)

Request to authorize the City Manager, or his designee, to issue Request for Proposals, Request for Qualifications or Invitation for Bids and amend existing contracts, including increasing spending limits, as necessary or appropriate to implement the Neighborhood Services Department's grant-funded Neighborhood Economic Development Programs. All existing contract spending limits are included in the aggregate total of this item. Further request authorization for the City Treasurer to accept, and the City Controller to disburse, all funds related to this item.

Summary

The Neighborhood Services Department (NSD) administers several economic development programs that make a significant and positive impact on Phoenix neighborhoods by expanding economic opportunities for low- and moderate-income individuals through job creation and training, and providing valuable and timely resources to the small businesses that serve their community including consultations, technical assistance, financing opportunities, and forgivable loans for rehabilitation projects. The U.S. Department of Housing and Urban Development (HUD), through the Community Development Block Grant (CDBG), funds the Neighborhood Economic Development (NED) programs listed below.

Entrepreneurship Assistance Program (EAP)
EAP provides admission into Phoenix-based co-working and accelerator spaces and incubators, and direct access to trainings, technical assistance, and targeted workshops in English, Spanish or other languages to low- and moderate-income small business owners.

Management & Technical Assistance (MTA) Program
MTA provides free consulting services and technical assistance to small businesses through instructional and curriculum-based one-on-one meetings or group workshops focused on topics including, but not limited to, branding, marketing and other needed services.

Neighborhood Commercial Revitalization (NCR) Programs

NCR programs encourage neighborhood revitalization by providing financial and technical assistance to existing business and commercial property owners along targeted business corridors in Phoenix. Program support, through capital improvements, ensure the long-term sustainability of the community and its structures.

Other Small Business Assistance Programs

To respond to the changing needs of the micro-business community, NSD may propose to develop program resources to promote their sustainability and success. Program funding could include grants, loans, or other assistance for businesses that operate in, or predominately serve, low- and moderate-income communities. In addition, partnerships with non-profit agencies and other organizations could be established to leverage funding options and other services.

Program Eligibility for NSD's NED Programs

Business owners must meet a CDBG National Objective to participate in NED Programs. Under Special Economic Development Activities 24-CFR, Part 570.203, owners must provide a public benefit or deliver neighborhood enhancements, including job creation for local residents, blight elimination, or the provision of qualified goods and services to residents of targeted, low- and moderate-income Phoenix neighborhoods, to be eligible to participate in economic development programs.

NSD plans to utilize up to $1.8 million in CDBG funds from current and prior HUD allocations to implement NED programs. NSD projects approximately $200,000 for EAP, $200,000 for MTA, $600,000 for Small Business Assistance and $800,000 for NCR in 2021-22 to administer its NED Programs.

- Issue Requests for Proposals, Requests for Qualifications, Calls for Interest, Requests for Bids, and other procurements in accordance with A.R. 3.10.
- Deliver economic development services with various business and/or property owners through the utilization of financial tools such as grants and loans.
- Amend existing contracts with various business or property owners, or agencies such as non- and for-profit organizations and other agencies to provide economic development services and implement and administer the Neighborhood Economic Development Program activities.
- Take all other action necessary or appropriate to carry out the purposes of this item and implement and administer the Neighborhood Economic Development Program grants according to their terms.

Application and Review Process

NED Program applications may be submitted at any time and are reviewed by City of

Phoenix staff as they are received to determine the eligibility and feasibility of the proposed project. Successful applications must meet a CDBG National Objective in accordance with HUD program regulations.

Procurement Information
Services may be procured, as needed, by utilizing procurement procedures in accordance with Administrative Regulation 3.10 to implement and administer NSD's NED Programs.

Financial Impact
NED Programs are funded by the U.S. Department of Housing and Urban Development through the Community Development Block Grant and Choice Neighborhood Grant; there is no impact to the General Fund.

Concurrence/Previous Council Action
This item was recommended for approval by the Land Use and Livability Subcommittee on April 21, 2020 by a 3-0 vote.

Responsible Department
This item is submitted by Deputy City Manager Inger Erickson and the Neighborhood Services Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 38

2021-22 CDBG Neighborhood Infrastructure and Enhancement Programs (Ordinance S-47527)

Request to authorize the City Manager, or his designee, to procure services and amend existing contracts, including increasing spending limits, as necessary or appropriate to implement the Neighborhood Services Department's grant-funded Infrastructure and Enhancement Program in an aggregate amount not to exceed $10,000,000. All existing contract spending limits are included in the aggregate total for this item. Further request authorization for the City Treasurer to accept, and the City Controller to disburse, all funds related to this item.

Summary

The Neighborhood Services Department (NSD) administers infrastructure and enhancement projects that benefit low- and moderate-income residents of Phoenix, and prevent or eliminate blight by improving the physical infrastructure of neighborhoods. The Neighborhood Infrastructure and Enhancement Program is designed and implemented in partnership with active neighborhood organizations and City of Phoenix departments, including but not limited to, Parks and Recreation and Street Transportation, to provide additional resources and support to execute strategies that achieve basic neighborhood improvement goals. The U.S. Department of Housing and Urban Development (HUD), through the Community Development Block Grant (CDBG), funds the following Neighborhood Infrastructure and Enhancement Program:

- The Neighborhood Infrastructure Program sponsors activities that improve streets, sewers, drainage, and other infrastructure projects in low- and moderate-income areas including Neighborhood Initiative Areas (NIAs), Redevelopment Areas (RDAs), and the Enterprise Community. All projects are subject to federal regulations and requirements.

- The Neighborhood Enhancement Program sponsors activities that address neighborhood needs with projects that include, but are not limited to, improving playgrounds and parks, street and landscaping, security, and traffic mitigation. All projects are subject to federal regulations and requirements.

- Additional activities include the acquisition and rehabilitation of public facilities to address slum and blight on a spot or area basis.

NSD seeks authorization to proceed with all actions necessary or appropriate to implement and administer grant-funded Neighborhood Infrastructure and Enhancement Program in the 2021-22 fiscal year.

- If approved, procure and/or amend any necessary contracts or agreements with the grantor(s) to fund existing and future contracts in accordance with the grant terms.

- Acquire real property meeting the applicable federal rules and regulations and take all actions necessary to carry out acquisition and rehabilitation activities in accordance with grant terms.

- Take all other action necessary or appropriate to carry out the purposes of this item and implement and administer the Neighborhood Infrastructure and Enhancement Program in accordance with federal regulations and requirements.

Applicant and Review Process
Neighborhood Infrastructure and Enhancement Program applications may be submitted any time and are reviewed by City of Phoenix staff as they are received to determine the eligibility and feasibility of proposed projects. Successful applications must benefit and serve low- and moderate-income residents of Phoenix, and prevent or eliminate blight by improving the physical infrastructure of neighborhoods.

Procurement Information
Services may be procured, as needed, utilizing procurement procedures in accordance with Administrative Regulation 3.10 to implement and administer NSD's Neighborhood Infrastructure and Enhancement Program.

Financial Impact
These programs are funded by the U.S. Department of Housing and Urban Development through the Community Development Block Grant. There is no impact to the General Fund.

Concurrence/Previous Council Action
This item was recommended for approval by the Land Use and Livability Subcommittee on April 21, 2021 by a 3-0 vote.

Responsible Department

This item is submitted by Deputy City Manager Inger Erickson and the Neighborhood Services Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 39

Fiscal Year 2021-2022 Neighborhood Services Department Housing Rehabilitation Programs (Ordinance S-47511)

Request to authorize the City Manager, or his designee, to apply for, accept, and if awarded, enter into any necessary agreements to implement the Neighborhood Services Department's (NSD) grant-funded Housing Rehabilitation Programs. Further request authorization for the City Treasurer to accept, and the City Controller to disburse, all funds related to this item. There is no impact to the General Fund.

Summary

NSD manages housing rehabilitation projects that enhance the quality of life for low- and moderate-income property owners by rehabilitating single- and multi-family owner- and tenant-occupied properties, addressing health and safety hazards, and promoting conservation, sustainability, and energy efficiency to support and revitalize communities. Housing rehabilitation projects are funded through a variety of federal, state, and local grant funds, including:

- U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds are used to fund housing rehabilitation contracts between low- and moderate-income property owners and contractors on the Approved Contractor List (ACL). These contracts may also be supplemented with funding from the U.S. Department of Energy, utility providers, and other state and local agencies.
- HUD Lead Hazard Control and Healthy Homes Program (LHCP) funding supports NSD's ongoing efforts for providing lead testing and lead hazard control services in single-family and multi-family housing units occupied by low-income families with children under six years of age. LHCP is a competitive grant application in partnership with the Maricopa County Department of Public Health and funds direct contracts with environmental consulting firms.
- U.S. Department of Health and Human Services and U.S. Department of Energy Weatherization Assistance Program (WAP) funds provided through the Arizona Department of Housing (ADOH), Arizona Public Service, Salt River Project, Southwest Gas, the Utility Repair Replacement Deposit Program, the Low-Income Home Energy Assistance Program and Wildfire support NSD's continuous commitment of providing weatherization services. These services include installation of attic insulation, sun screens, duct sealing, room pressure relief/air

balancing, and the repair or replacement of heating and cooling systems in housing and rental households that meet federal poverty guidelines.

NSD will maintain an ACL to enhance the number of eligible small businesses, which will be an internal process. To be added to the ACL and be eligible to participate as a housing rehabilitation contractor, receive bid opportunities and perform construction services on housing rehabilitation projects, contractors will be screened and qualified on an individual basis and must meet and maintain all eligibility requirements set forth within the NSD Housing Rehab Contractor Application Packet. The ACL will be continuously open to local contractors that meet the applicable criteria in the Contractor Application Packet to promote small business participation. Contractors on the ACL will be selected to submit bids on a rotating basis.

NSD seeks authorization to proceed with all actions necessary or appropriate to implement and administer grant-funded Housing Rehabilitation Programs, including applying for and accepting up to $16,580,000 in funding to implement housing rehabilitation programs. NSD expects to be awarded approximately $4.9 million in CDBG funds, $7 million in LHCP funds, $4 million in WAP funds, and $680,000 in HOME funds in 2021-22.

- If awarded, enter into any necessary contracts or agreements with the grantor(s) to fund existing and future contracts in accordance with the grant terms.
- Enter into and amend contracts with eligible property owners to perform rehabilitation services; enter into contracts with private contractors; issue Request for Proposals, Request for Qualifications, Calls for Interest, and Requests for Bids for Housing Rehabilitation Program services; award, negotiate, and execute contracts with the successful responders; and negotiate and/or amend existing contracts with various contractors and service providers to perform work on eligible housing and rental rehabilitation projects.
- Maintain an ACL of qualified contractors to enter into agreements with low- and moderate-income property owners that will be funded by NSD pursuant to the grant terms. These funds may be disbursed to the property owner or contractor.
- Take all other action necessary or appropriate to carry out the purposes of this item and implement and administer the Housing Rehabilitation Program grants according to their terms.

Procurement Information

As needed to implement and administer NSD's Housing Rehabilitation Programs, services may be procured using procurement procedures in accordance with Administrative Regulation 3.10.

Financial Impact
These programs are funded with federal, state and local grants. There is no impact to the General Fund.

Concurrence/Previous Council Action
This item was recommended for approval by the Land Use and Livability Subcommittee on April 21, 2020 by a 3-0 vote.

Public Outreach
The ACL and/or other procurement opportunities will be advertised in local print media and will also be posted on NSD’s website.

Responsible Department
This item is submitted by Deputy City Manager Inger Erickson and the Neighborhood Services Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 40

2021-2022 Housing and Urban Development Consolidated Plan Annual Action Plan (Ordinance S-47526)

Request City Council approval of the 2021-2022 Annual Action Plan broad activity areas and the submission of the plan to the U.S. Department of Housing and Urban Development (HUD).

Summary

The 2021-2022 Annual Action Plan defines strategies to address housing and community development needs in the City of Phoenix for the coming year. The plan contains the application requirements of four federal formula grants HUD utilizes to provide critical funds to entitlement cities like Phoenix. The four programs are: Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Solutions Grants (ESG), and Housing Opportunities for Persons with AIDS (HOPWA). Funds for these four programs are allocated annually by HUD to the City based on population and other socio-economic indicators.

The 2021-2022 allocations are:

CDBG

- Critical Core Department Programs: $10,765,568
- CDBG Program Management, Coordination, and Support: $3,312,483
- Public Services: $2,484,362

TOTAL CDBG FUNDING: $16,562,413

HOME

- Multi-Family Rental Housing, Down Payment Assistance, Special Projects and Reconstruction/Rehabilitation of Owner-Occupied Homes: $5,302,885
- Program Management, Coordination, and Support: $589,209

TOTAL HOME FUNDING: $5,892,094

HOPWA

- Client and Housing Services: $3,296,765
- Program Management and Coordination: $101,962

TOTAL HOPWA FUNDING: $3,398,727

ESG

- Emergency Shelter: $846,049
- Rapid Re-Housing: $544,985
- Homeless Management Information System (HMIS): $10,000
- Administration: $22,727

TOTAL ESG FUNDING: $1,423,761

CDBG: $16,562,413
HOME: $5,892,094
HOPWA: $3,398,727
ESG: $1,423,761
TOTAL: $27,276,995

Public Outreach

The Annual Action Plan Process was approved by City Council on Nov. 18, 2020. A survey was distributed by multiple City departments and posted on the Neighborhood Services Department's webpage on Feb. 18, 2021 to obtain community and stakeholder input relative to the priorities identified through the 2020-2024 Consolidated Plan process. The survey was offered in English and Spanish and over 200 responses were received. On March 4, 2021 a HUD required, virtual, public hearing was held to share the survey results and obtain additional public input to assess community needs throughout Phoenix. Residents and neighborhood leaders provided input regarding housing, social services, neighborhood revitalization, and community development. Additionally, residents who were unable to attend the public hearing had the opportunity to submit comments via e-mail or voice mail. This information, along with a needs assessment, formed the basis for the 2021-2022 Annual Action Plan.

A draft of the 2021-2022 Annual Action Plan was made available on April 5, 2021 for an advertised 30-day public comment period and a second HUD required, virtual, public hearing was conducted on April 22, 2021, to obtain community stakeholder input relative to the draft. The goal of the Annual Action Plan process, per HUD requirements, is to ensure comprehensive community planning, and coordinated service delivery to meet critical housing and community development needs.

Concurrence/Previous Council Action

This item was recommended for approval by the Land Use and Livability Subcommittee on April 21, 2021 by a 3-0 vote.

Responsible Department

This item is submitted by Deputy City Manager Inger Erickson and the Neighborhood Services, Human Services, and Housing departments.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 41

Recruit and Promotional Test Writer Services (Ordinance S-47525)

Request authorization for the City Manager, or his designee, to enter into a five-year contract with Spitfire Fire Training and Testing, LLC for the provision of Recruit and Promotional Test Writer Services for the Fire Department's Human Resources Section. The aggregate contract value will not exceed $70,050. Further request authorization for the City Controller to disburse all funds related to this item.

Summary
The Fire Department's Human Resources Section administers Fire Fighter Recruit exams annually and promotional exams for Engineers and Fire Captains bi-annually and requires study packets and refined exams comprised of fair, consistent, and relevant questions that address appropriate local community characteristics, and City of Phoenix and fire industry standards which reduces and eliminates grievances.

Procurement Information
In accordance with Administrative Regulation 3.10, normal competition was waived, citing a determination memo - without competition.

Contract Term
The five-year contract term will begin on or about May 5, 2021.

Financial Impact
The aggregate contract value will not exceed $70,050; funds are available in the Fire Department's budget.

Responsible Department
This item is submitted by Assistant City Manager Jeff Barton and the Fire Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 42

Biology (BIO160) Instructor for Fire Department's Emergency Medical Services Program (Ordinance S-47530)

Request authorization for the City Manager, or his designee, to enter into a five-year contract with Regina Munro for the provision of Biology (BIO160) Instructor services for the Fire Department's Emergency Medical Services (EMS) Program. The aggregate contract value will not exceed $55,500. Further request authorization for the City Controller to disburse all funds related to this item.

Summary

The Phoenix Fire Department, EMS Paramedic Training Program, requires a BIO160 Instructor to teach anatomy and physiology to paramedic students. The students are tested on this information on their National Registered Emergency Medical Technician (NREMT-P) test, which must be passed in order to obtain paramedic certification. This information is also critical in the paramedic student's day-to-day duties working in the field and serving the members of the City of Phoenix who call 9-1-1 for health care emergencies. To better serve emergency paramedic students, the BIO160 Instructor must have completed a full paramedic training program and be State and Nationally certified as an NREMT-P.

Procurement Information

RFQ 21-F01 was conducted in accordance with Administrative Regulation 3.10. There was one offer received by the Fire Department on April 2, 2021. The bid was evaluated based on price, responsiveness to all specifications, terms and conditions, and responsibility to provide the required services. The offer received by Regina Munro is deemed to be fair and reasonable based on current market rates.

Contract Term

The term of this agreement is June 1, 2021 through May 31, 2026.

Financial Impact

The aggregate five-year contract value shall not exceed $55,500. Funds are available in the Fire Department's operating budget.

Responsible Department

This item is submitted by Assistant City Manager Jeff Barton and the Fire Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 43

Fire Station 62 - Architectural Services - FD57100027 (Ordinance S-47517)

Request to authorize the City Manager, or his designee, to enter into an agreement with Perlman Architects of Arizona, Inc., to provide Architectural Services that include design and possible construction administration and observation services for the new Fire Station 62 project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The fee for services will not exceed $700,000.

Additionally, request to authorize the City Manager, or his designee, to take all action as may be necessary or appropriate and to execute all design and construction agreements, licenses, permits, and requests for utility services relating to the development, design, and construction of the project. Such utility services include, but are not limited to: electrical, water, sewer, natural gas, telecommunications, cable television, railroads and other modes of transportation. Further request the City Council to grant an exception pursuant to Phoenix City Code 42-20 to authorize inclusion in the documents pertaining to this transaction of indemnification and assumption of liability provisions that otherwise should be prohibited by Phoenix City Code 42-18. This authorization excludes any transaction involving an interest in real property.

Summary

The purpose of this project is to build a new one-story fire station with four apparatus bays and 16 dorms to enable Phoenix Fire Department staff to support the surrounding community and create a quicker response time to calls.

Perlman Architects of Arizona, Inc.’s services include, but are not limited to: general project administration, complete design drawings and specifications, commissioning, cost analysis, possible construction administration and observation services, materials testing coordination, and other work as required for a complete project.

This Agreement is essential to the health, safety, and welfare of the public and critical operations for the City.

Procurement Information

The selection was made using a qualifications-based selection process set forth in section 34-603 of the Arizona Revised Statutes (A.R.S.). In accordance with A.R.S. section 34-603(H), the City may not publicly release information on proposals received or the scoring results until an agreement is awarded. Six firms submitted proposals and are listed below:

Selected Firm
Rank 1: Perlman Architects of Arizona, Inc.

Additional Proposers
Rank 2: LEA Architects, LLC
Rank 3: HDA Architects, LLC
Rank 4: Arrington Watkins Architects, LLC
Rank 5: Breckenridge Group Architects Planners
Rank 6: Marlene Imirzian & Associates, LLC

Contract Term

The term of the agreement is three years from the issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

Financial Impact

The agreement value for Perlman Architects of Arizona, Inc. will not exceed $700,000, including all subconsultant and reimbursable costs.

Funding is available in the Fire Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

Public Outreach

Planned activities during design include: provide presentation boards and renderings to support community meetings or outreach materials as needed during design.

Location

Approximately 93rd Lane and north side of Lower Buckeye Road within City-owned property
Council District: 7

Responsible Department

This item is submitted by Assistant City Manager Jeff Barton, Deputy City Manager Mario Paniagua, the Fire Department, and the City Engineer.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 44

Agreement with State of Arizona Department of Administration for 9-1-1 Program (Ordinance S-47538)

Request authorization for the City Manager, or his designee, to authorize the Phoenix Fire Department to apply for, accept, and enter into an agreement with the State of Arizona Department of Administration Office of Grants and Federal Resources to receive a 9-1-1 grant not to exceed $10,835,558.32. Further request authorization for the City Treasurer to accept, and for the City Controller to disburse, all funds related to this item.

Summary

The Arizona Department of Administration requires 9-1-1 planning be done at a local level as referenced in the State of Arizona Administrative Code, Title 2, Chapter 1, Article 4 Emergency Telecommunications Services Revolving Fund (https://aset.az.gov/administrative-code). The State of Arizona Office of Grants and Federal Resources, Arizona 9-1-1 Program Office, has announced the availability of funds for the Arizona 9-1-1 Program to be distributed during FY 2021. Funding will be available for multiple grants and allocated to each System Administrator Agency to pay, on behalf of the Public Safety Answering Points (PSAP), 9-1-1 system costs and approved projects that support the goals of the Arizona 9-1-1 Program.

The System Administrator Agency for the Maricopa Region is the City of Phoenix (Fire Department). The City of Phoenix is the contracting agent of ongoing operations of the 9-1-1 system. This authority is given through signed resolutions by Maricopa Association of Governments (MAG) member agencies. These agreements act as the governing documents for the oversight of the 9-1-1 system design, implementation, and management in the MAG Region.

The 9-1-1 Grant funding would be used to support:

- 9-1-1 networking, telecom, and IP infrastructure.
- 9-1-1 related hardware, software, and maintenance equipment.
- 9-1-1 related services and support including two additional new vehicles.
- Continue to fund current staff of the Regional 9-1-1 Services section along with two additional new positions.

Procurement Information
The Fire Department will administer the grant in accordance with Administrative Regulation 3.10.

Contract Term
The grant Period of Performance is projected to begin on or around July 1, 2021 and end one year later.

Financial Impact
There is no cost to the City of Phoenix. All equipment, services, and personnel-related costs are reimbursed by the State of Arizona.

Location
The Phoenix Fire Department Regional 9-1-1 Services section provides 9-1-1 service, and related technical support, across the Valley.

Responsible Department
This item is submitted by Assistant City Manager Jeff Barton and the Fire Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 45

Donation of Canine Ballistic Vests (Ordinance S-47533)

Request authorization for the City Manager, or his designee, to accept a donation of canine ballistic vests from *K9s of Valor* and *Blue Line K9 Project*, for the Police Department's Canine Unit. The estimated value of the canine ballistic vests is $63,000.

Summary

In December 2020, Phoenix Police canine Dennis was injured by gunfire in the line of duty. Subsequent to this incident, two nonprofit organizations contacted the Police Department requesting to donate canine ballistic vests. The organization *K9s of Valor* has offered to donate 16 ballistic vests and *Blue Line K9 Project* has offered to donate one ballistic vest. The 17 vests are the same brand and meet Level II body armor performance standards established by the National Institute of Justice.

The Phoenix Police Department canines do not currently have ballistic vests, which poses obvious safety concerns. If approved, the donated ballistic vests would provide the department's canines with a layer of protection they currently do not have. Injuries from bullets or bullet fragments would be reduced and veterinary costs borne by the City for injuries caused by gunfire would be minimized.

Both *K9s of Valor* and *Blue Line K9 Project* are nonprofit organizations based in the state of Ohio that support police canines by providing protective gear and other essential equipment intended to keep them safe.

Financial Impact

There is no cost to the City to accept this donation. Each ballistic vest is valued at approximately $3,699.

Responsible Department

This item is submitted by Assistant City Manager Jeff Barton and the Police Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 46

Approval of Neighborhood Block Watch Oversight Committee's Recommendations for 2021 Grant Program Awards (Ordinance S-47531)

Request authorization for the City Manager, or his designee, to approve the recommendations of the Neighborhood Block Watch Grant Program (NBWGP) Oversight Committee to execute contracts between the City of Phoenix and 131 NBWGP applicants for the 2021 grant cycle. Further request authorization for the City Controller to disburse funds related to this item in the amount of $1,299,078.

Summary

The Neighborhood Block Watch (NBW) Oversight Committee was established to solicit, evaluate and recommend, to the Mayor and City Council, appropriate proposals to expend funds for the expansion of the Block Watch programs within the limits of the Neighborhood Protection Ordinance. This ordinance, known as Proposition 301, was adopted at a special election held on Oct. 5, 1993. The City Council adopted the format and guidelines for this process on April 26, 1994. The NBW program is administered by the Police Department.

The 2021 grant application process opened on Nov. 2, 2020 and closed on Dec. 3, 2020. The NBW Oversight Committee scored the grant applications based on the following criteria: crime prevention - 50 percent, budget evaluation - 20 percent, community involvement - 20 percent, and project viability/ability to complete - 10 percent.

A total of 160 grant applications were received. Of that total,131 are being recommended for funding by the NBW Oversight Committee for a total of $1,299,078. Twenty-nine grant applications were not recommended for funding. Twenty-six grants scored below the program minimum requirement of 5.25 or higher out of 10 possible points and three grants were disqualified for not following the grant application guidelines. The NBW Oversight Committee vote was 9 ayes, 0 nays, 1 conflict and 1 abstained on the recommended funding list. See **Attachment A** for a list of all 160 grant applications.

In one case, an applicant was denied partial funding as a result of requesting capped and/or prohibited items. A list of the prohibited/restricted items was included in the

2021 grant application guide.

Contract Term
The funding period is July 1, 2021 through June 30, 2022.

Financial Impact
No matching funds are required.

Responsible Department
This item is submitted by Assistant City Manager Jeff Barton and the Police Department on behalf of the Neighborhood Block Watch Oversight Committee.

Attachment A

2021 Neighborhood Block Watch Grant Program Funding Recommendations Proposed by the Neighborhood Block Watch Grant Program Oversight Committee

NUMBER	APPLICANT / CO-APPLICANT	COUNCIL DISTRICT	PROJECT TITLE	AMOUNT REQUESTED	PROPOSED AWARD	REVIEW SCORE
21-001	Hunter's Village/Tapestry 24 Hr Surveillance	3	Neighborhood Crime Prevention and Involvement	$8,480.00	$8,480.00	7.2222
21-002	Weston Park Block Watch - Weston Park/Grayson Square	8	Maintaining Control/Keeping an Eye on our Neighborhood.	$4,904.00	$4,904.00	5.3444
21-003	Riverwalk Villages Block Watch	7	Block Watch and Safety Group 2021	$11,655.00	$11,655.00	6.1222
21-005	Laurelwood Homes Block Watch	5	Villa de Paz Crime Prevention Program	$11,999.00	$11,999.00	6.6222
21-006	Sierra Colina Block Watch / M.C. Cash School	7	M.C. Cash Wake Up!	$10,283.00	$10,283.00	6.3444
21-007	Target Area "B" / Sabis International School	8	Sabis Wake Up!	$9,386.00	$9,386.00	5.9333
21-008	SUNBURST FARMS HOMEOWNERS ASSOCIATION / Desert Foothills Junior High School	1	Desert Foothills Wake Up!	$10,073.00	$10,073.00	6.2111
21-009	Redhawk At Rogers Ranch Block Watch / Rogers Ranch School	7	Rogers Ranch Wake Up! Club	$11,833.00	$11,833.00	6.2333
21-010	Trailside Point Block Watch / Trailside Point School	7	Trailside Point Wake Up Club	$9,273.00	$9,273.00	6.1556
21-011	Riverwalk Villages Block Watch / Cheatham Elementary School	7	Cheatham Wake Up! Club	$8,973.00	$8,973.00	6.0778
21-013	Arlington Estates II Neighborhood Association	7	Light it Up and Lock it Down!	$11,958.00	$11,958.00	6.0667

Attachment A

2021 Neighborhood Block Watch Grant Program Funding Recommendations Proposed by the Neighborhood Block Watch Grant Program Oversight Committee

NUMBER	APPLICANT / CO-APPLICANT	COUNCIL DISTRICT	PROJECT TITLE	AMOUNT REQUESTED	PROPOSED AWARD	REVIEW SCORE
21-014	Moon Valley Neighborhood Association / Mountain Sky Junior High School	3	Mountain Sky Wake Up!	$9,123.00	$9,123.00	6.0778
21-015	Palomino Neighborhood Association / Palomino Intermediate School	2	Palomino Wake Up! Club	$9,123.00	$9,123.00	6.1556
21-016	Desert Horizon Precinct Block Watch and PNP	3	Desert Horizon Crime Prevention, Safety, and Outreach	$12,000.00	$12,000.00	7.0111
21-017	Mountain View Precinct Phoenix - Neighborhood Patrol	4	Mtn View Safe & Engaged	$12,000.00	$12,000.00	7.4000
21-018	Phoenix Block Watch Advisory Board	3	crime prevention plus	$11,850.00	$11,850.00	7.2750
21-019	Phoenix Block Watch Advisory Board / Community Engagement Bureau	3	crime prevention plus - 1	$11,645.00	$11,645.00	7.0125
21-020	Moon Valley Gardens Neighborhood Block Watch	3	2021 Safer Neighborhood	$11,731.00	$11,731.00	7.0889
21-021	Moon Valley Gardens Neighborhood Block Watch / Washington Elementary School District and Glendale Union High School District	3	2021 Engaging Youth with Community Involvement	$12,000.00	$12,000.00	6.1222
21-022	Sierra Colina Block Watch / Sierra Colina HOA	8	Solutions Style Living During C-19 Pandemic	$10,546.00	$10,546.00	5.3667
21-023	Tatum & Shea Action Area Master Block Watch	3	2021 Grant Application Tatum and Shea Action Area Master Block Watch	$4,163.00	$4,163.00	6.8667
21-025	Black Mountain Community Alliance	1	2021 BMCA Crime Prevention & Safety Projects	$11,960.00	$11,960.00	7.5111

Attachment A

2021 Neighborhood Block Watch Grant Program Funding Recommendations Proposed by the Neighborhood Block Watch Grant Program Oversight Committee

NUMBER	APPLICANT / CO-APPLICANT	COUNCIL DISTRICT	PROJECT TITLE	AMOUNT REQUESTED	PROPOSED AWARD	REVIEW SCORE
21-026	Deer Valley Park Neighborhood Block Watch Organization	1	2021 DVPNBWO Crime Prevention & Safety Project	$11,475.00	$11,475.00	7.3111
21-027	ROYAL PALM BLOCK WATCH / Royal Palm Middle School	3	Royal Palm Wake Up! Club	$9,443.00	$9,443.00	6.3333
21-028	East Glenrosa Avenue	6	East Glenrosa Block Watch	$11,170.00	$11,170.00	6.6000
21-029	South Mountain Block Watch / Southwest School	8	Southwest Wake Up! Club	$8,366.00	$8,366.00	6.1667
21-030	West Sunnyslope Neighborhood Association and Block Watch / Mountain View School	3	Mountain View Wake Up! Club	$9,913.00	$9,913.00	6.1333
21-031	Target Area "B" / Percy L. Julian School	8	Julian Wake Up!	$8,263.00	$8,263.00	5.9111
21-032	South Mountain Village Clean and Beautiful / Jack L. Kuban School	6	Kuban Wake Up!	$8,737.00	$8,737.00	5.9556
21-033	Saint John Alliance / Vista Verde Middle School	2	Vista Verde Wake Up!	$9,487.00	$9,487.00	6.1333
21-034	Moon Valley 1 Block Watch	3	Moon Valley Pride	$6,015.00	$6,015.00	6.5778
21-035	Moon Valley Block Watch / Phoenix Neighborhood Patrol (#1895)	3	Citywide Phoenix Neighborhood Patrol and Education program 2021-2022	$11,880.00	$11,880.00	8.4222
21-036	Black Mountain Precinct Phoenix Neighborhood Patrol / Moon Valley 1 Block Watch	3	Black Mountain Precinct Block Watch & Phoenix Neighborhood Patrol	$11,610.00	$11,610.00	7.1222

Attachment A

2021 Neighborhood Block Watch Grant Program Funding Recommendations Proposed by the Neighborhood Block Watch Grant Program Oversight Committee

NUMBER	APPLICANT / CO-APPLICANT	COUNCIL DISTRICT	PROJECT TITLE	AMOUNT REQUESTED	PROPOSED AWARD	REVIEW SCORE
21-037	South Mountain Village Clean and Beautiful / Arthur M. Hamilton School	6	Hamilton Wake Up!	$8,858.00	$8,858.00	6.2556
21-038	Estrella Super Mom's Block Watch / Estrella Middle School	8	Estrella Wake Up!	$10,366.00	$10,366.00	5.7444
21-039	Sienna Vista / Santa Maria MIddle School	7	Santa Maria Wake Up!	$8,898.00	$8,898.00	6.2111
21-040	Loma Linda Neighborhood Association	4	2021-2022 LLNA Blockwatch Grant-Neighborhood Safety & Communication	$11,787.00	$11,787.00	5.4222
21-041	Grandview Neighborhood Association	4	Grandview Block Watch Crime Prevention & Reduction	$11,915.00	$11,915.00	6.8556
21-042	Royal Palm Neighborhood Council	3	Royal Palm Neighborhood	$11,915.00	$11,915.00	5.6667
21-043	Arcadia Camelback Mountain Neighborhood Association	6	Block Watch Grant 2021	$12,000.00	$12,000.00	6.7333
21-044	West Plaza Neighborhood Association	5	Blight & Crime Suppression Thru Community Action	$9,995.00	$9,995.00	6.5222
21-045	Greater Green Gables Neighborhood Association	8	Green Gables Crime Reduction Project	$12,000.00	$12,000.00	5.9667
21-047	Mountain Estates Block Watch	3	Mountain Estates/Paradise Gardens 2021-22	$11,859.00	$11,859.00	6.1556
21-049	Moon Valley Neighborhood Association	3	Moon Valley Community Awareness	$10,065.00	$10,065.00	7.0333

Attachment A

2021 Neighborhood Block Watch Grant Program Funding Recommendations Proposed by the Neighborhood Block Watch Grant Program Oversight Committee

NUMBER	APPLICANT / CO-APPLICANT	COUNCIL DISTRICT	PROJECT TITLE	AMOUNT REQUESTED	PROPOSED AWARD	REVIEW SCORE
21-051	Grant Park Community Garden	8	Grant Park Barrio Safety Now - Year Two	$10,236.00	$10,236.00	5.4889
21-052	North Glen Square Neighborhood Association	5	North Glen Square Neighborhood Crime Prevention	$8,345.00	$8,345.00	5.6111
21-053	Tomahawk Village Block Watch / Desert Sands Middle School	5	Desert Sands Wake Up!	$8,773.00	$8,773.00	6.2333
21-054	Homestead Block Watch / Charles W Harris School	7	Harris Wake Up!	$11,023.00	$11,023.00	6.1222
21-055	ARCADIA OSBORN NEIGHBORHOOD ASSOCIATION	1	Block Watch Grant	$11,995.00	$11,995.00	6.2778
21-056	Cactus Wren Neighborhood Block Watch	1	2021/2022 Cactus Wren Neighborhood Block Watch	$12,000.00	$12,000.00	6.1000
21-058	Wilson Coalition / Wilson School	8	Wilson Wake Up!	$9,557.00	$9,557.00	6.1778
21-060	Seven Palms Block Watch	3	Preventative Measures in Crime Prevention Through Education	$12,000.00	$12,000.00	7.0333
21-061	Central Park Village / Central Park Village Activity Board	3	2021 CPVBW Newsletter	$7,712.00	$7,712.00	6.2000
21-062	Marcos de Niza Tenant Council and Community Block Watch	8	Marcos United Community Engagement	$12,000.00	$12,000.00	5.8444
21-063	Moon Valley Block Watch / Phoenix Crime Free-Multi-Housing Program	3	Crime Free Multi-Housing Education Project 2021-2022	$11,400.00	$11,400.00	7.3444

Attachment A

2021 Neighborhood Block Watch Grant Program Funding Recommendations Proposed by the Neighborhood Block Watch Grant Program Oversight Committee

NUMBER	APPLICANT / CO-APPLICANT	COUNCIL DISTRICT	PROJECT TITLE	AMOUNT REQUESTED	PROPOSED AWARD	REVIEW SCORE
21-064	Rancho Ventura Neighborhood Association	8	2021 NBWGP	$1,900.00	$1,900.00	5.6111
21-065	Simpson Neighborhood Association / Empower College Prep	5	Empower Wake Up!	$9,923.00	$9,923.00	6.0444
21-066	Trailside Point Block Watch	7	Crime Prevention: Staying Connected While Staying Safe	$7,250.00	$7,250.00	6.5000
21-067	Belcanto Block Watch / Belcanto HOA	2	Belcanto Grant 2021	$11,525.00	$11,525.00	5.6889
21-070	WILLOW CREEK VILLAGE	1	2021 Eliminate The Intruders	$1,982.00	$1,982.00	6.4000
21-075	Desert Cove and Friends Block Watch	3	Desert Cove and Friends BW Application 2021	$11,895.00	$11,895.00	6.3250
21-077	Laveen Ranch Block Watch for Crossroads/Gateway / Laveen Ranch HOA	7	We Care, We Watch, We Call!	$11,960.00	$11,960.00	7.0889
21-078	John Jacobs Block Watch	3	To Detect, Deter and Delay Crime in the John Jacobs Elementary School Neighborhood	$11,496.00	$11,496.00	6.9556
21-079	Wilson Coalition / Wilson School District	8	Wilson Community Involvement Project	$11,986.00	$11,986.00	5.3333
21-080	Laveen Ranch Block Watch for Crossroads/Gateway / Desert Meadows School	7	Desert Meadows Wake Up!	$9,743.00	$9,743.00	6.2222
21-081	Safe Schools "Focus On Excellence" / Safe Schools Youth Programs, LLC	8	Safe Schools CityWide Diversion Project	$11,000.00	$11,000.00	6.1667

Attachment A

2021 Neighborhood Block Watch Grant Program Funding Recommendations Proposed by the Neighborhood Block Watch Grant Program Oversight Committee

NUMBER	APPLICANT / CO-APPLICANT	COUNCIL DISTRICT	PROJECT TITLE	AMOUNT REQUESTED	PROPOSED AWARD	REVIEW SCORE
21-082	NORTH CENTRAL PHOENIX HOMEOWNERS ASSOCIATION (NCPHA)	6	Neighborhood Block Watch Grant Program	$11,995.00	$11,995.00	5.5667
21-083	Orangewood Village Block Watch	1	Orangewood Home, Safety information distribution system	$7,550.00	$7,550.00	6.0889
21-085	Mountain Estates Block Watch / Shea Middle School	3	Shea Wake Up!	$9,373.00	$9,373.00	6.0222
21-087	Faith Missionary Baptist Church Neighborhood Association / Faith Missionary Baptist Church	7	S.O.S.&B - Save Our Sister and Brothers - Safety Education Awareness and Mentorship Program	$12,000.00	$12,000.00	6.1333
21-090	Northtown Community Block Watch/PNP	3	Safety and Security for Community	$7,205.00	$7,205.00	6.4000
21-091	Tomahawk Village Block Watch / City of Phx. After School Center	5	Rally, Resolute and Resilient	$9,221.00	$9,221.00	6.6222
21-092	Sunnyslope Historical Society and Museum	3	2021-2022 Season	$10,520.00	$10,520.00	5.8111
21-093	Maryvale Estrella Mountain Community Alliance / Maryvale Estrella Mountain Phoenix Neighborhood Patrol	5	2021 Maryvale Estrella Mountain Phoenix Neighborhood Patrol	$11,985.00	$11,985.00	6.8750
21-094	Maryvale Estrella Mountain Community Alliance	5	2021 Maryvale Estrella Mountain Community Alliance Community Engagement	$11,996.00	$11,996.00	6.6875
21-095	Cactus Park Community Alliance	1	Crime Prevention Through Community Education and Support	$11,825.00	$11,825.00	7.2556
21-096	P.R.I.D.E., Inc.	4	P.R.I.D.E. neighborhood	$5,124.00	$5,124.00	6.5556

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2021 Neighborhood Block Watch Grant Program Funding Recommendations Proposed by the Neighborhood Block Watch Grant Program Oversight Committee

NUMBER	APPLICANT / CO-APPLICANT	COUNCIL DISTRICT	PROJECT TITLE	AMOUNT REQUESTED	PROPOSED AWARD	REVIEW SCORE
21-097	Anthem Neighborhood Watch-West	1	ANW 2021	$11,200.00	$11,200.00	6.6667
21-098	Ridge Runners 2	1	Patrol area to deter crime and create a safer environment for our residents.	$3,413.00	$3,413.00	7.5000
21-099	Bougainvillea Block Watch	8	Bougainvillea Block Watch	$6,920.00	$6,920.00	6.0222
21-100	St. Gregory Neighborhood Assoc	4	St Gregory Neighborhood Grant 2021	$11,800.00	$11,800.00	7.1556
21-101	Metro Block Watch	1	Resident Safety & Education Phase 2	$10,795.00	$10,795.00	6.8444
21-103	Washington Park Neighborhood Association	5	Neighborhood Safety and Pride	$10,186.00	$10,186.00	7.3444
21-104	Encanto-Palmcroft Historic Preservation Association	4	Alley Saftety Lighting	$3,000.00	$3,000.00	5.5667
21-105	Washington Park Neighborhood Association / Maryland Elementary School	7	Washington Park Crime Prevention Program	$10,000.00	$10,000.00	6.1778
21-106	Cactus Wren Neighborhood Block Watch / Cactus Park Police Precinct	1	2021/2022 Partnership between the Cactus Wren Block Watch and the Cactus Park Police Precinct	$10,770.00	$10,770.00	6.3556
21-108	North Encanto Neighborhood Alliance	4	Sustaining Safety During Challenging Times	$8,426.00	$8,426.00	5.5000
21-109	Hatcher Road Business Alliance	3	theHUB Expanded Safety | Security & Engagement	$11,974.00	$11,974.00	6.6889

Attachment A

2021 Neighborhood Block Watch Grant Program Funding Recommendations Proposed by the Neighborhood Block Watch Grant Program Oversight Committee

NUMBER	APPLICANT / CO-APPLICANT	COUNCIL DISTRICT	PROJECT TITLE	AMOUNT REQUESTED	PROPOSED AWARD	REVIEW SCORE
21-110	PHX LUV	3	PHX LUV 2021 Block Watch Engagement Project	$12,000.00	$12,000.00	6.5000
21-112	Lindo Park Neighborhood Association/Block Watch	8	Crime Prevention and Neighborhood Involvement	$5,647.00	$5,647.00	6.3750
21-113	Westwood Community Association	4	Westwood meeting the Challenges of Crime and Blight	$11,832.00	$11,832.00	5.7889
21-115	Redhawk At Rogers Ranch Block Watch	7	2021 Redhawk at Rogers Ranch Block Watch	$11,830.00	$11,830.00	6.4778
21-116	Sunnyslope Village Alliance	3	Sunnyslope Community Revitalization	$11,893.00	$11,893.00	5.3222
21-117	Mountain Trails Neighborhood Block Watch / Mountain Trails HOA	8	Mountain Trails Renewal & Rejuvenation	$6,190.00	$6,190.00	5.8222
21-118	Bernard Black Neighborhood Association	8	ACTS "Men of Valor" Leadership Development Project	$12,000.00	$12,000.00	5.6111
21-119	Central City Precinct Phoenix Neighborhood Patrol	8	Central City Precinct Phoenix Neighborhood Patrol - 21-119	$12,000.00	$12,000.00	7.5556
21-120	Cactus Park Phoenix Neighborhood Patrol	1	Cactus Park Phoenix Neighborhood Patrol Support Program	$11,980.00	$11,980.00	7.6333
21-121	Paseo Pointe Neighborhood Association / Paseo Pointe Elementary School	7	Paseo Pointe Wake Up!	$9,073.00	$9,073.00	6.0222
21-124	CAPITOL NEIGHBORHOOD COALITION	8	2021 Capitol Area Crime Reduction	$5,700.00	$5,700.00	6.0222

Attachment A

2021 Neighborhood Block Watch Grant Program Funding Recommendations Proposed by the Neighborhood Block Watch Grant Program Oversight Committee

NUMBER	APPLICANT / CO-APPLICANT	COUNCIL DISTRICT	PROJECT TITLE	AMOUNT REQUESTED	PROPOSED AWARD	REVIEW SCORE
21-125	Ocotillo Glen	5	Crime Prevention & Community Involvement	$11,990.00	$11,990.00	5.7875
21-126	Laveen Crossing Block Watch	8	2021 Laveen Crossing Block Watch	$12,000.00	$11,910.00	7.0111
21-127	Arizona Black Law Enforcement Employees (ABLE)	5	ABLE (Arizona Black Law Enforcement Employees) 2021 Criminal Justice Conference1	$10,000.00	$10,000.00	5.9556
21-128	Canal North Neighborhood Association	4	Canal North Crime Prevention Task Force 2021	$6,766.00	$6,766.00	6.5222
21-130	Westwood Village & Estates Neighborhood Association	4	2021 Block Watch Grant	$9,006.00	$9,006.00	6.1333
21-131	Marcos de Niza Tenant Council and Community Block Watch / Phoenix Revitalization Corporation	8	CCS Community Connection	$11,000.00	$11,000.00	5.9444
21-136	Safe Schools "Focus On Excellence" / C.J. Jorgensen School	7	RSD 'Teen Court' Project	$11,000.00	$11,000.00	6.4556
21-137	Norton Vista Neighborhood Association	3	2021 Back on Track	$12,000.00	$12,000.00	5.3000
21-139	Vecinos Unidos Siempre / Granada Est School	4	Crime Prevention: Investing in kids 2021	$9,330.00	$9,330.00	6.3889
21-141	Midtown Neighborhood Association	4	Keeping Community Connections Alive	$10,742.00	$10,742.00	6.1000
21-142	Woodlea/Melrose Neighborhood Association	4	Woodlea/Melrose Neighborhood Association	$10,270.00	$10,270.00	6.7333

Attachment A

2021 Neighborhood Block Watch Grant Program Funding Recommendations Proposed by the Neighborhood Block Watch Grant Program Oversight Committee

NUMBER	APPLICANT / CO-APPLICANT	COUNCIL DISTRICT	PROJECT TITLE	AMOUNT REQUESTED	PROPOSED AWARD	REVIEW SCORE
21-143	Carnation Association of Neighbors	4	Carnation 2021 NBW Program	$9,146.00	$9,146.00	6.2222
21-145	West Sunnyslope Neighborhood Association and Block Watch	3	Empowerment and Awareness	$11,998.00	$11,998.00	5.9444
21-146	Royal Palms Neighborhood Patrol	3	Royal Palm home security and safety project	$11,600.00	$11,600.00	5.6333
21-147	North Park Central	4	Promoting Safety and Reducing Crime in the North Park Central Neighborhood	$11,977.00	$11,977.00	6.1444
21-148	Cox Meadows Neighborhood Block Watch, Inc.	3	Improved Quality of Life Through Safer Neighborhoods and Stronger Community	$10,426.00	$10,426.00	6.2889
21-149	Country Place Community Block Watch	7	Block Watch Group	$12,000.00	$12,000.00	5.7000
21-151	Woodlawn Park Neighborhood Association	4	WPNA Outreach and Crime Prevention	$11,468.00	$11,468.00	6.3667
21-152	DEL NORTE NEIGHBORHOOD ASSOCIATION	4	Del Norte Place Alley Lighting and Community Signage	$8,923.00	$8,923.00	5.3000
21-153	C.J. JORGENSEN NEIGHBORHOOD ASSOCIATION / Safe Schools Teen Court Network	8	Youth Leaders in ACTion Seminar	$9,500.00	$9,500.00	5.9667
21-154	Amigos Block Watch	4	2021 Amigos United	$8,275.00	$8,275.00	6.8778
21-155	Acoma Park Block Watch	1	Acoma Park Block Watch 2021/2022 Program	$6,295.00	$6,295.00	6.9111

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2021 Neighborhood Block Watch Grant Program Funding Recommendations Proposed by the Neighborhood Block Watch Grant Program Oversight Committee

NUMBER	APPLICANT / CO-APPLICANT	COUNCIL DISTRICT	PROJECT TITLE	AMOUNT REQUESTED	PROPOSED AWARD	REVIEW SCORE
21-156	KELTON LANE/34TH PLACE / Premiere At Summer Breeze HOA	2	Signage, Safety, and Cleanliness Initiative	$11,182.00	$11,182.00	6.5000
21-159	Pierson Place Historic District	4	Crime Awareness, Prevention, and GAIN	$11,680.00	$11,680.00	6.9778
21-160	Sienna Vista	7	Sienna Vista Block Watch - Neighbors Rising Up For Our Neighborhood	$10,885.00	$10,885.00	6.9111
21-161	Simpson Neighborhood Association	4	Simpson Neighborhod 2021 Grant Application	$11,408.00	$11,408.00	5.8889
21-163	Rudyville Neighborhood Association	8	Community Start-up	$995.00	$995.00	7.0333
21-164	CASA DE PRIMAVERA	4	Block Watch Group	$12,000.00	$12,000.00	6.7111
21-165	Mountain Preserve Block Watch	3	Neighborhood Cohesion and Safety	$5,440.00	$5,440.00	6.5444
21-166	Alta Vista Neighborhood Block Watch	1	Crime Prevention Through Continuing Education	$12,000.00	$12,000.00	6.8222
21-172	Paseo Pointe Neighborhood Association	8	Paseo Pointe 2021 Block Watch Grant	$6,739.00	$6,739.00	5.9111
21-175	Bel Air Neighborhood Association	4	Safely Lighting Our Way	$7,028.00	$7,028.00	6.4000
				Total Proposed Award	$1,299,078.00	

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2021 Neighborhood Block Watch Grant Program Funding Recommendations Proposed by the Neighborhood Block Watch Grant Program Oversight Committee

NUMBER	APPLICANT / CO-APPLICANT	COUNCIL DISTRICT	PROJECT TITLE	AMOUNT REQUESTED	PROPOSED AWARD	REVIEW SCORE

The Neighborhood Block Watch Grant Program Oversight Committee recommends denying funding for the following applications for not meeting the grant program criteria

NUMBER	APPLICANT / CO-APPLICANT	COUNCIL DISTRICT	PROJECT TITLE	AMOUNT REQUESTED	PROPOSED AWARD	REVIEW SCORE
21-046	Grandview Neighborhood Association / Grand View NA, AmeriSchools Academy and City of Phoenix Parks and Recreation Dept	4	2021 Grandview/AmeriSchools Block Watch Crime Prevention and Reduction	$11,946.00	$0.00	5.1444
21-048	Garfield Organization A Neighborhood Alliance	8	2021 Garfield Neighborhood: Improving Community and Communication to Enhance the Safety of Our Neighbors, While Aiming to Improve the Quality of Life Within the Community	$11,984.00	$0.00	4.4444
21-050	EAST SUNNYSLOPE NEIGHBORHOOD ASSOCIATION & BLOCK WATCH	3	East Sunnyslope Block Watch and Neighborhood Association Continued Improvement	$11,827.00	$0.00	4.8778
21-057	7th Avenue Merchants	4	2021 BWG SAMA	$9,210.00	$0.00	3.8000
21-059	Northtown Community Block Watch/PNP / Northtown Homeowners Association, Inc.	3	Lighting Systems for our Community	$11,807.00	$0.00	5.0750
21-069	Willo Neighborhood Association	4	Willo Grant 2021	$9,878.00	$0.00	4.3556
21-071	Tuscano Block Watch	7	Crime Prevention for a Safer Community	$10,033.00	$0.00	5.0556
21-072	PALM LAKES VILLAGE, INC.	2	Light the Way for Safety	$11,839.00	$0.00	DQ
21-073	PALM LAKES VILLAGE, INC. / Palm Lakes Village HOA	2	Lightning for Seniors	$10,050.00	$0.00	5.1222

Attachment A

2021 Neighborhood Block Watch Grant Program Funding Recommendations Proposed by the Neighborhood Block Watch Grant Program Oversight Committee

NUMBER	APPLICANT / CO-APPLICANT	COUNCIL DISTRICT	PROJECT TITLE	AMOUNT REQUESTED	PROPOSED AWARD	REVIEW SCORE
21-076	Community Alliance of Seventh Avenue	4	Community Partners for Area Unity and Betterment	$11,885.00	$0.00	4.2667
21-084	F.Q. Story Block Watch	4	FQ Story Crime Prevention Efforts	$10,000.00	$0.00	4.5111
21-088	Garfield Neighborhood Block Watch	8	Garfield Neighborhood; Neighbors Looking out for Neighbors	$11,984.00	$0.00	2.7000
21-089	Royal Palm Social Club	3	Royal Palm Community	$11,660.00	$0.00	4.7889
21-102	El Caro Villas - Condo Complex	5	New El Caro Block Watch 2021	$12,000.00	$0.00	4.5111
21-107	Si Se Puede Neighborhood Association	7	2021 Neighborhood Safety and Community Outreach	$8,430.00	$0.00	5.1111
21-114	Collins Sun Devils / ASU PREPARTORY	8	COLLINSSUNDEVILS/ASU PREP LEADERSHIP	$10,000.00	$0.00	4.3222
21-122	Cave Creek Preserve Block Watch / 360 Community Management	2	2021 Grant	$11,950.00	$0.00	3.3556
21-123	Bernard Black Neighborhood Association / Cesar Chavez High School	8	ACTS "Women of Valor" Leadership Development Project	$12,000.00	$0.00	4.6000
21-129	Heritage Heights Block Watch	3	Creating Community	$9,900.00	$0.00	4.8222
21-132	Collins Sun Devils / Mountain Pointe High School	6	Collinssundevils/Mountain Pointe Project	$10,000.00	$0.00	3.8778

Attachment A

2021 Neighborhood Block Watch Grant Program Funding Recommendations Proposed by the Neighborhood Block Watch Grant Program Oversight Committee

NUMBER	APPLICANT / CO-APPLICANT	COUNCIL DISTRICT	PROJECT TITLE	AMOUNT REQUESTED	PROPOSED AWARD	REVIEW SCORE
21-133	Perry Park Neighborhood Association	8	Safe and United Neighborhood 2021	$9,761.00	$0.00	3.6444
21-134	Northern Manor Townhouse Association	5	Northern Manor Townhouse Association	$11,310.00	$0.00	DQ
21-135	Anderson Farm Block Watch/Neighborhood Association	8	FY 2021 Anderson Farms Grant Application	$12,000.00	$0.00	DQ
21-140	Damion Gosa Memorial FNDNT/ House of HELPS	8	Damion Gosa Memorial FNDNT/House of HELPS	$9,940.00	$0.00	3.7667
21-150	Country Place Community Block Watch / Country Place Master Association HOA	7	Residents Reaching Residents	$11,992.00	$0.00	5.0333
21-158	Roosevelt Action Association	7	Roosevelt Safety & Crime Prevention	$11,700.00	$0.00	5.2222
21-168	Faith Missionary Baptist Church Neighborhood Association / Faith Missionary Baptist Church	7	S.O.S&B - Save Our Sisters and Brothers - STEM Community Outreach Program	$12,000.00	$0.00	4.4667
21-170	Union Hills Condominimum Association	1	LED lighting	$3,076.00	$0.00	4.5556
21-174	Coronado Neighborhood Association	1	tool shed/ clean ups	$8,700.00	$0.00	1.9556
			Total Denied	$308,862.00	$0.00	

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 47

FY 2022 Full Service Forensic Crime Laboratory Grant (Ordinance S-47536)

Request authorization for the City Manager, or his designee, to allow the Police Department to apply for, accept, and enter into an agreement for state grant funds through the Arizona Criminal Justice Commission's FY 2022 Full Service Forensic Crime Laboratory grant program. Funding provided under this grant will not exceed $500,000. Further request authorization for the City Treasurer to accept, and the City Controller to disburse, all funds related to this item.

Summary

The Police Department's Laboratory Services Bureau has applied for and been awarded funds through this grant program for several years. The purpose of this grant is to improve the efficiency and effectiveness of the state's various full-service crime laboratories. If awarded, grant funding will be used to pay for overtime, related fringe benefits, travel/training, and equipment.

Contract Term

One-year beginning July 1, 2021 through June 30, 2022.

Financial Impact

The eligible funding amount is $500,000. No matching funds are required.

Responsible Department

This item is submitted by Assistant City Manager Jeff Barton and the Police Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 48

Enter into Agreements with Various School Districts for Funding of School Resource Officers (Ordinance S-47537)

Request authorization for the City Manager, or his designee, to allow the Police Department to enter into Intergovernmental Agreements with various school districts at the school districts' request, for the placement of School Resource Officers (SROs). These agreements are for the 2021-22 school year. Further request authorization for the City Treasurer to accept and for the City Controller to disburse all funds related to this item.

Summary

The Police Department enters into Intergovernmental Agreements with various school districts (at the school districts request) to assist with the cost of SROs deployed in schools. Funding for these 58 SROs is provided through partnerships with the Arizona Department of Education and individual school districts. Through this partnership, school district funds reimburse the City for 75 percent of the SRO's salary, while the remaining 25 percent is paid by the City.

The 2020-21 school year included agreements with 20 school districts, at 86 schools, for a total deployment of 76 SROs. The 2021-22 school year will include agreements with 17 school districts, at 65 schools, for a total deployment of 58 SROs.

2021-22 SRO School Districts:

- American Charter Schools
- Cartwright Elementary
- Cave Creek Unified
- Deer Valley Unified
- Empower College Prep
- Glendale Union
- Horizon Community Learning Center
- Kaizen Education Foundation
- Kyrene School District
- Laveen Elementary
- Murphy Elementary
- Paradise Valley Unified
- Premier Charter
- Scottsdale Unified
- Tolleson Union
- Washington Elementary
- Wilson School District

Contract Term
The terms of these agreements are one year, with varying start and end dates to coincide with each school's 2021-22 school year.

Financial Impact
Cost to the City is the 25 percent match for the SRO salary and fringe benefits.

Responsible Department
This item is submitted by Assistant City Manager Jeff Barton and the Police Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 49

Consent to Assignment and Assumption of Lease from AC Holdings, Inc. to Travel Content, LLC dba ReachTV (Ordinance S-47521)

Request to authorize the City Manager, or his designee, to consent to the assignment and assumption of Network Entertainment Broadcast System Concession Lease Agreement 152675 from AC Holdings, Inc. to Travel Content LLC dba ReachTV. All terms and conditions of the Lease Agreement and amendments will remain the same.

Summary

The Lease Agreement with AC Holdings, Inc. (ACH) was executed on July 17, 2020 for the installation, management, operation and maintenance of a Network Entertainment Broadcast System (NEBS) services. On Feb. 9, 2021, ACH notified the City that ACH would discontinue the NEBS services on March 31, 2021. On March 1, 2021, Travel Content LLC dba ReachTV (ReachTV) notified the Aviation Department that it would step in to fulfill ACH's obligations under the Lease Agreement.

The Aviation Department desires to continue the NEBS services and therefore requests authorization to consent to the assignment and assumption of the Lease Agreement for ReachTV to continue to provide the NEBS services effective March 31, 2021.

Contract Term

There will be no change to the term of the agreement. The term of the initial Lease Agreement was five years with one, two-year renewal option to be exercised at the sole discretion of the Aviation Director.

Financial Impact

There is no change in the financial terms. The Lease Agreement is set at the greater of the minimum annual guarantee of $150,000 or Revenue Share Rent.

Concurrence/Previous Council Action

The City Council approved NEBS Services Concession Lease Agreement 152675 (Ordinance S-46381) on Feb. 19, 2020.

Location
Phoenix Sky Harbor International Airport - 3400 E. Sky Harbor Blvd.
Council District: 8

Responsible Department
This item is submitted by Deputy City Manager Mario Paniagua and the Aviation Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 50

Airfield Lighting Hardware Supplies - Agreement Recommendation (Ordinance S -47522)

Request to authorize the City Manager, or his designee, to enter into an agreement with GBA Components, LLC to supply the Original Equipment Manufacturer airfield lighting hardware. Further request to authorize the City Controller to disburse all funds related to this item. The agreement value will not exceed $125,000.

Summary

The contractor will supply low-corrosion steel bolts that will be used to secure lighting fixtures across the taxiways and runways at Phoenix Sky Harbor International Airport, Phoenix Deer Valley Airport, and Phoenix Goodyear Airport (Airports). These specialized bolts are resistant to corrosion and seizing which meets or exceeds the recommendations in Federal Aviation Administration (FAA) Brief No. 83A and the requirement listed in FAA Advisory Circulars.

Procurement Information

The Invitation for Bid 21-019 was conducted in accordance with Administrative Regulation 3.10. Bids were requested for two manufacturing groups. No vendors submitted bids for Group 1, so staff will further evaluate next steps for procurement of Group 1 components. One vendor submitted a bid for Group 2, and the bid was found to be responsive and responsible.

Selected Bidder - Group 1
None

Additional Bidders - Group 1
None

Selected Bidder - Group 2
GBA Components

Additional Bidders - Group 2
None

Contract Term
The agreement will begin on or about June 1, 2021 for a five-year aggregate term with no options to extend.

Financial Impact
The agreement value will not exceed $125,000 for the five-year aggregate agreement term. Funding is available in the Aviation Department's budget.

Location
Phoenix Sky Harbor International Airport - 3400 E. Sky Harbor Blvd.
Deer Valley Airport - 702 W. Deer Valley Road
Phoenix Goodyear Airport - 1658 S. Litchfield Road, Goodyear, Ariz.
Council Districts: 1, 8 and Out of City

Responsible Department
This item is submitted by Deputy City Manager Mario Paniagua and the Aviation Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 51

Aviation Department Environmental On-Call Consulting Services for Fiscal Years 2021-25 (Ordinance S-47515)

Request to authorize the City Manager, or his designee, to enter into separate agreements with the 10 consultants listed in **Attachment A** to provide environmental on-call services for the Aviation Department from July 1, 2021 through June 30, 2025. Further request to authorize execution of amendments to the agreements as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The total fee for services will not exceed $6.5 million.

Additionally, request to authorize the City Manager, or his designee, to take all action as may be necessary or appropriate and to execute all design and construction agreements, licenses, permits, and requests for utility services relating to the development, design, and construction of the project. Such utility services include, but are not limited to: electrical, water, sewer, natural gas, telecommunications, cable television, railroads and other modes of transportation. Further request the City Council to grant an exception pursuant to Phoenix City Code 42-20 to authorize inclusion in the documents pertaining to this transaction of indemnification and assumption of liability provisions that otherwise would be prohibited by Phoenix City Code 42-18. This authorization excludes any transaction involving an interest in real property.

Summary

The On-Call consultants will be responsible for providing on-call environmental consulting services for Phoenix Sky Harbor International Airport, Phoenix Deer Valley Airport, and Phoenix Goodyear Airport on an as-needed basis. Some firms will provide multiple scope category services.

Environmental services have been grouped into two scope categories as listed below. The services may include:

- Category 1: soil, vapor, drinking water and groundwater sampling; remediation projects; modeling of soil vapor and groundwater contamination; water distribution systems; storm water pollution prevention plans; spill prevention control and countermeasure plans; environmental site assessments; and environmental

studies.
- Category 2: environmental data and information support services; technical and scientific calculations, analysis, and reporting; regulatory compliance programs and research; environmental permits; and environmental training.

These Agreements are essential to the public's health, safety, and welfare and to critical operations of the City.

Procurement Information
The selections were made using a qualifications-based selection process set forth in Arizona Revised Statutes (A.R.S.) section 34-604. In accordance with A.R.S. 34-604 (H), the City may not publicly release information on proposals received or the scoring results until an agreement has been awarded. A total of 20 firms submitted proposals and are listed in **Attachment A**.

Contract Term
The term of each agreement is up to four years, or up to $650,000, whichever occurs first. Work scope identified and incorporated into the agreement before the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

Financial Impact
The agreement value for each of the on-call consultants will not exceed $650,000, including all subconsultant and reimbursable costs. The total fee for all services will not exceed $6.5 million.

Funding is available in the Aviation Department’s Capital Improvement Program and Operating budgets. The Budget and Research Department will review and approve funding availability before issuing any on-call task order of $100,000 or more. Payments may be made up to agreement limits for all services rendered, which may extend past the agreement termination.

Location
Phoenix Sky Harbor International Airport - 3400 E. Sky Harbor Blvd.
Phoenix Deer Valley Airport - 702 W. Deer Valley Road
Phoenix Goodyear Airport - 1658 S. Litchfield Road, Goodyear, Ariz.
Council Districts: 1, 8, and Out of City

Responsible Department
This item is submitted by Deputy City Manager Mario Paniagua, the Aviation Department, and the City Engineer.

ATTACHMENT A

Selected Firms by Category

Scope Category 1:

Rank 1: Stantec Consulting Services, Inc.
Rank 2: Clear Creek Associates, LLC
Rank 3: Adams and Wendt, Inc.
Rank 4: Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers
Rank 5: Matrix New World Engineering, Land Surveying and Landscape Architecture, PC dba Matrix New World Engineering

Additional Proposers:

Rank 6: GHD Services, Inc.
Rank 7: AZTEC Engineering Group, Inc.
Rank 8: AECOM Technical Services, Inc.
Rank 9: Terracon Consultants, Inc.
Rank 10: Wood Environment & Infrastructure Solutions, Inc.
Rank 11: Ninyo & Moore Geotechnical and Environmental Sciences Consultants, Inc.
Rank 12: Engineering & Environmental Consultants, Inc.
Rank 13: LANGAN Engineering and Environmental Services, Inc.
Rank 14: Universal Engineering Sciences, LLC
Rank 15: Geosyntec Consultants, Inc.
Rank 16: NV5, Inc.
Rank 17: CDM Smith Inc.
Rank 18: Environmental Technology, Inc.
Rank 19: Partner Engineering and Science, Inc.
Rank 20: Cordova Environmental Consulting, PLLC

Selected Firms by Category

Scope Category 2:

Rank 1: Gresham Smith
Rank 2: GHD Services, Inc.
Rank 3: CDM Smith Inc.
Rank 4: AECOM Technical Services, Inc.
Rank 5: Wood Environment & Infrastructure Solutions, Inc.

Additional Proposers:

Rank 6: LANGAN Engineering and Environmental Services, Inc.
Rank 7: NV5, Inc.
Rank 8: Engineering and Environmental Consultants, Inc.
Rank 9: Partner Engineering and Science, Inc.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 52

Bridge and Dam Safety Repair Program Job Order Contracting Services Amendment - 4108JOC191 (Ordinance S-47532)

Request to authorize the City Manager, or his designee, to execute an amendment to Agreement 152080 with Hunter Contracting Co. to provide $5 million in additional Bridge and Dam Safety Repair Program Job Order Contracting Services, and to authorize the execution of a Job Order Agreement in an amount up to $9 million. Further request to authorize execution of amendments to Agreement JC00152080 as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The additional fee for services included in this amendment will not exceed $5 million.

Summary

The purpose of this project is to repair the 7th Street/Salt River bridge, ST85110177. This amendment is necessary because on Sunday, Feb. 28, 2021, a 10-inch high pressure gas line failed and caught fire under the north abutment of the 7th Street/Salt River Bridge. Critical damage occurred to the north end of the structure, which includes the northern two spans of the bridge along with the northernmost pier and abutment. These sections of the bridge will be removed and rebuilt. Anticipated closure of the bridge will be approximately six months. The City is moving expeditiously to rebuild the bridge and reopen 7th Street.

Due to the urgent and specialized nature of this project, the City engaged Hunter Contracting Co. under an existing Job Order Contract (JOC). The use of a JOC construction services master agreement allows the City to address the timeline requirements and specialized aspects of the project. City Council originally authorized this master agreement for a fee not-to-exceed $15 million with a per Job Order Agreement limit of $4 million, without additional Council approval to exceed this limit. By using this master agreement to expedite repairs to the bridge, it has utilized a significant portion of the capacity from the original authorization. Increasing the capacity of the master agreement will allow for its continued use through the remainder of its five-year term.

Hunter Contracting Co's services include, but are not limited to: emergency design and reconstruction of the bridge, demolition of the existing damaged portions of the bridge,

gas line removal, waterline repair, electrical, traffic control, environmental regulations, Rio Salado Path repair, and plant salvage and replacement. This amendment will provide additional funds to the Agreement.

Contract Term
The term of the master agreement will not change. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

Financial Impact
- The initial master agreement for Bridge and Dam Safety Repair Program Job Order Contracting Services was authorized for a fee not to exceed $15 million, including all subcontractor and reimbursable costs.
- This amendment will increase the authorization for the master agreement by an additional $5 million, for a new total not-to-exceed master agreement value of $20 million, including all subcontractor and reimbursable costs.

Funding for this amendment is available in the Street Transportation Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to the execution of any job order agreements. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

Concurrence/Previous Council Action
The City Council approved Bridge and Dam Safety Repair Program JOC Services Master Agreement JC00152080 (Ordinance S-46618) on May 20, 2020.

Public Outreach
Regular media updates and additional public outreach will be provided throughout the duration of the 7th Street/Salt River Repair project.

Location
7th Street at the Salt River
Council Districts: 7 and 8

Responsible Department
This item is submitted by Deputy City Manager Mario Paniagua, the Street Transportation Department, and the City Engineer.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 53

Funding from Salt River Project to Install Electric Vehicle Charging at Parks and Libraries (Ordinance S-47539)

Request to authorize the City Manager, or his designee, to perform electrical upgrades and install electric vehicle charging equipment at select City sites and enter into an agreement with Salt River Project for an incentive program to reimburse the City for a portion of the costs. Further request to authorize the City Treasurer to accept, and the City Controller to disburse, all funds related to this item. The total cost associated with this item is anticipated to be $224,000, with the City cost being $70,000 after receiving reimbursement of $154,000 from Salt River Project.

Additionally, request to authorize the City Manager, or his designee, to ratify and execute an amendment to operating and maintenance Agreement 153833 with Blink Network, LLC (Blink) to include the electric vehicle chargers installed through this initiative.

Summary

Salt River Project (SRP) recently notified cities that it was making one-time increase in the incentives available for customers to install electric vehicle charging equipment at their sites with the caveat that the installations needed to be completed and all paperwork submitted by the end of June 2021.

Office of Sustainability staff worked with City departments to identify possible employee, fleet and publicly-accessible sites with the expectation that the SRP incentive of $11,000 for each dual port charging station would cover the cost of the installation. However, costs proved to be significantly higher than anticipated.

Of the 21 locations initially evaluated, the publicly-accessible sites at City parks and libraries had the lowest cost potential as they could take advantage of Blink's no cost public charging equipment and incorporate the operations and maintenance into the City's existing Blink contract. Locations at City parks will be presented to the Parks and Recreation Board for approval, prior to installation.

The Job Order Contracting (JOC) contractor, LLR Electric Inc., submitted the detailed cost estimates for upgrading electrical panels, trenching to parking locations and

installing a concrete pad, for 11 dual-port charging stations at an average cost of approximately $17,600 - above the $11,000 incentive initially offered by SRP. The City asked SRP if a higher incentive was possible, and SRP offered an incentive of $14,000 per station for 11 charging locations for a total of $154,000.

The Office of Sustainability will fund costs not covered by the SRP incentive including staff time to manage the implementation of the charging equipment at City facilities and to cover additional costs by the JOC contractor assigned to perform the electrical upgrades and install the charging infrastructure.

Concurrence/Previous Council Action

The City Council approved Citywide General Electrical JOC Services Agreement 150132 (Ordinance S-45742) on June 5, 2019.
The Parks and Recreation Board will discuss and take action on this item on May 27, 2021.

Financial Impact

The total amount requested for authorization is up to $224,000 with $154,000 offered as an incentive by SRP and up to $70,000 from the Office of Sustainability Energy Efficiency Fund. No other department funds are committed as part of this proposal, however, departments may elect to paint the parking stalls to bring greater attention to the electric vehicle charging. Blink will provide signage and reimburse the City for any electricity used by the stations on an ongoing basis. The Blink agreement includes a revenue-share component to help cover the cost of Public Works monitoring of the electricity billing data - although the net revenue is anticipated to be nominal.

Responsible Department

This item is submitted by Deputy City Managers Karen Peters, Mario Paniagua, Inger Erickson and John Chan, the Office of Sustainability, the Parks and Recreation, Library and Public Works departments, and the City Engineer.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 54

Margaret T. Hance Park Phase I Improvements - Construction Manager at Risk Preconstruction Services - Amendment - PA75200553 (Ordinance S-47513)

Request to authorize the City Manager, or his designee, to execute an amendment to Agreement 149558 with Haydon Building Corp. to provide additional Construction Manager at Risk Preconstruction Services for the Margaret T. Hance Park Phase I Improvements project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The additional fee for services included in this amendment will not exceed $189,636.

Summary

The purpose of this project is to progress the redevelopment of Margaret T. Hance Park, including visual landmarks, shade elements, gardens, interactive water feature, cafe pavilion and public restrooms. Phase I improvements have been identified at a conceptual level and include the park land roughly one block east and west of Central Avenue. Improvements include, but are not limited to: parking improvements, recladding of Central Avenue Bridge, modifications to Central Avenue bridge abutments, recladding of vent structures, terraces and tree plantings with improved stair and ramp connections from Central Avenue, park offices and storage, restrooms, shade canal gardens, shade structures and lighting.

This amendment is necessary to progress the design and preconstruction of Phase 1 of the project from the current 30 percent design stage to the 90 percent design construction document stage. This amendment will provide additional funds and time to the agreement.

Haydon Building Corp.’s additional services include, but are not limited to: design coordination, team coordination, site investigations, project meetings, estimating, design assistance, constructability reviews, budget control, value engineering, scheduling and construction planning.

This Agreement is essential to the health, safety and welfare of the public and critical operations for the City.

Contract Term
The term of the amendment is eight months from the issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

Financial Impact
- The initial agreement for Construction Manager at Risk Preconstruction Services was approved for an amount not to exceed $150,000, including all subcontractor and reimbursable costs.
- This amendment will increase the agreement by an additional $189,636, for a new total amount not to exceed $339,636, including all subcontractor and reimbursable costs.

Funding for this amendment is available in the Parks and Recreation Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to the execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

Concurrence/Previous Council Action
The City Council approved:
- Design Services Agreement 145602 (Ordinance S-43648) on July 6, 2017; and
- Design Services Agreement 145602 Amendment (Ordinance S-44819) on June 20, 2018; and
- Construction Manager at Risk Preconstruction Services Agreement 149558 (Ordinance S-45494) on April 3, 2019.

Location
67 W. Culver St.
Council District: 7

Responsible Department
This item is submitted by Deputy City Managers Inger Erickson and Mario Paniagua, the Parks and Recreation Department, and the City Engineer.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 55

Water Services Department Concrete and Asphalt Restoration - 2-Step Job Order Contract Services - 4108JOC194 (Ordinance S-47508)

Request to authorize the City Manager, or his designee, to enter into separate master agreements with three contractors, to provide Concrete and Asphalt Restoration Job Order Contracting services for the Water Services Department. Further request to authorize execution of amendments to the agreements as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The fee for services will not exceed $75 million.

Additionally, request to authorize the City Manager, or his designee, to take all action as may be deemed necessary or appropriate and to execute all design and construction agreements, licenses, permits, and requests for utility services relating to the development, design, and construction of the project. Such utility services include, but are not limited to: electrical; water; sewer; natural gas; telecommunications; cable television; railroads; and other modes of transportation. Further request the City Council to grant an exception pursuant to Phoenix City Code 42-20 to authorize inclusion in the documents pertaining to this transaction of indemnification and assumption of liability provisions that otherwise would be prohibited by Phoenix City Code 42-18. This authorization excludes any transaction involving an interest in real property.

Summary

The Job Order Contract (JOC) services will be used on an as-needed basis to provide concrete and asphalt restoration services for removal of temporary asphalt patch and replacement with permanent hot mix; removal and replacement of concrete curb and gutter, sidewalk, sidewalk ramps, and driveways; adjustment of utility assets including manhole frames, covers, valve boxes and survey monuments; and installation of half-sack controlled low-strength material or ABC. These services will be for emergency and non-emergency situations. Additionally, the JOC contractors will be responsible for fulfilling Small Business Enterprise program requirements.

These agreements are essential to the health, safety, and welfare of the public and critical operations for the City.

Procurement Information

The selections were made using a two-step qualifications and price-based selection process set forth in section 34-604 of the Arizona Revised Statutes (A.R.S.). In accordance with A.R.S. section 34-604(H), the City may not publicly release information on proposals received or the scoring results until an agreement is awarded. Six firms submitted proposals and are listed below.

Selected Firms
Rank 1: S & S Paving & Construction, Inc.
Rank 2: Cactus Transport, Inc.
Rank 3: Talis Construction Corporation

Additional Proposers
Rank 4: ViaSun Corporation
Rank 5: Sunland Asphalt & Construction, Inc.
Rank 6: Gonzalez Asphalt, Inc.

Contract Term

The term of each master agreement is for up to five years, or up to $25 million, whichever occurs first. Work scope identified and incorporated into the master agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the master agreement. No additional changes may be executed after the end of the term.

Financial Impact

The master agreement values for each of the JOC contractors will not exceed $25 million, including all subcontractor and reimbursable costs. The total fee for all services will not exceed $75 million.

Request to authorize the City Manager, or his designee, to execute job order agreements performed under these master agreements for up to $4 million each. In no event will any job order agreement exceed this limit without Council approval to increase the limit.

Funding is available in the Water Services Department’s Operating Budget. The Budget and Research Department will review and approve funding availability prior to issuance of any job order agreement. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

Public Outreach

The public will be notified on each project, if notification is required.

Responsible Department

This item is submitted by Deputy City Managers Karen Peters and Mario Paniagua, the Water Services Department, and the City Engineer.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 56

Water Main Replacement - Area Bounded By: Indian Bend Road to Mockingbird Lane and 60th Street to Scottsdale Road - Construction Manager at Risk Construction Services - WS85509054 (Ordinance S-47509)

Request to authorize the City Manager, or his designee, to enter into an agreement with B & F Contracting, Inc. to provide Construction Manager at Risk Construction Services for the Water Main Replacement Area Bounded By: Indian Bend Road to Mockingbird Lane and 60th Street to Scottsdale Road project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The fee for services will not exceed $10,862,382.

Summary

The purpose of this project is to construct approximately 50,000 linear feet of new 4-inch to 8-inch water mains throughout the area bounded by Indian Bend Road to Mockingbird Lane and 60th Street to Scottsdale Road. Also included is installation of approximately 27 new fire hydrants and 225 water service connections throughout six adjacent quarter sections (24-42, 24-43, 24-44, 23-42, 23-43 and 23-44).

B & F Contracting, Inc.'s (B & F) initial services will include preparation of a Guaranteed Maximum Price proposal for the Construction Services provided under the agreement and participating with the City in a process to establish a Small Business Enterprise (SBE) goal for the project. B & F will be responsible for construction means and methods related to the project and fulfilling the SBE program requirements. B & F will be required to solicit bids from prequalified subcontractors and to perform the work using the City’s subcontractor selection process. B & F may also compete to self-perform limited amounts of work.

B & F Contracting, Inc’s services include, but are not limited to: abandonment of existing water mains including associated equipment such as valves and fire hydrants, providing traffic control and roadway restorations, scheduling and managing site operations, addressing all federal state and local permitting requirements, arranging for procurement of materials and equipment, and maintaining a safe work site for all project participants.

This Agreement is essential to the health, safety, and welfare of the public and critical operations for the City.

Procurement Information
The selection was made using a qualifications-based selection process set forth in section 34-603 of the Arizona Revised Statutes. Scoring and selection were made in conjunction with the Construction Manager at Risk Preconstruction Services selection process.

Contract Term
The term of the agreement is 450 calendar days from issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

Financial Impact
The agreement value for B & F Contracting, Inc. will not exceed $10,862,382, including all subcontractor and reimbursable costs.

Funding is available in the Water Services Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

Concurrence/Previous Council Action
The City Council approved:
- Engineering Services Agreement 149799 (Ordinance S-45635) on May 15, 2019; and
- CMAR Preconstruction Services Agreement 149800 (Ordinance S-45638) on May 15, 2019.

Location
Area Bounded By: Indian Bend Road to Mockingbird Lane and 60th Street to Scottsdale Road
Council District: Out of City

Responsible Department
This item is submitted by Deputy City Managers Karen Peters and Mario Paniagua, the Water Services Department, and the City Engineer.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 57

Water Services Department Pavement Restoration Job Order Contract Program - Construction Administration and Inspection Services - Amendment - 8423600000 (Ordinance S-47516)

Request to authorize the City Manager, or his designee, to execute an amendment to Agreement 148973 with Tristar Engineering & Management, Inc. to provide additional construction administration and inspection services for the Water Services Department Pavement Restoration Job Order Contract Program project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The additional fee for services included in this amendment will not exceed $587,000.

Summary

The purpose of this project is to provide construction administration and inspection services on an as-needed basis to support the Water Services Department Pavement Restoration Job Order Contract program, including pavement restoration after cuts are made in the City rights-of-way to access water pipes and mains. Consultant shall conduct preconstruction conferences and hold subsequent meetings as necessary with the project team; perform resident engineering services during construction; interact daily with contractor to clarify job requirements; administer Job Order Agreements for the contractor; decision-making regarding technical project issues; and perform on-site examinations of materials, equipment, and workmanship.

This amendment is necessary because Tristar's contract funding capacity will run out before its contract expires. This amendment will provide additional funds to the agreement.

This Agreement is essential to the health, safety, and welfare of the public and critical operations for the City.

Contract Term

The term of the agreement will expire on March 7, 2024. No changes are requested to the agreement term.

Financial Impact

- The initial agreement for construction administration and inspection services was authorized for a fee not-to-exceed $2,350,000, including all subconsultants and reimbursable costs.
- This amendment will increase the agreement authorization by an additional $587,000, for a new total not-to-exceed agreement value of $2,937,000, including all subconsultants and reimbursable costs.

Funding for this amendment is available in the Water Services Department's Operating budget. The Budget and Research Department will separately review and approve funding availability prior to the execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

Concurrence/Previous Council Action

The City Council approved Engineering Services Agreement 148973 (Ordinance S-45230) on Dec. 12, 2018.

Responsible Department

This item is submitted by Deputy City Managers Karen Peters and Mario Paniagua, the Water Services Department, and the City Engineer.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 58

23rd Avenue Wastewater Treatment Plant Job Order Contract Program Engineering Support Services - WS90200001, WS90200053, WS90200055, and WS90450008 (Ordinance S-47520)

Request to authorize the City Manager, or his designee, to enter into an agreement with Wilson Engineers, LLC, to provide design and construction administration and inspection services for the 23rd Avenue Wastewater Treatment Plant Job Order Contract Program Engineering Support Services project. Further request to authorize execution of amendments to the agreements as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The fee for services will not exceed $4.6 million.

Additionally, request to authorize the City Manager, or his designee, to take all action as may be necessary or appropriate and to execute all design and construction agreements, licenses, permits, and requests for utility services relating to the development, design, and construction of the project. Such utility services include, but are not limited to: electrical, water, sewer, natural gas, telecommunications, cable television, railroads and other modes of transportation. Further request the City Council to grant an exception pursuant to Phoenix City Code 42-20 to authorize inclusion in the documents pertaining to this transaction of indemnification and assumption of liability provisions that otherwise would be prohibited by Phoenix City Code 42-18. This authorization excludes any transaction involving an interest in real property.

Summary

The purpose of this project is to provide engineering support services on an as-needed basis for the 23rd Avenue Wastewater Treatment Plant (WWTP) Job Order Contract Program. The selected firm will provide engineering support for each project that City staff identifies as needing assistance with implementation.

Wilson Engineers, LLC's services include, but are not limited to: perform design services relating to the 23rd Avenue WWTP facility processes with emphasis on civil and mechanical type work; develop contract documents including construction plans and specifications adhering to current City standards and content requirements; provide independent cost estimates of job order proposals; perform resident

engineering/inspection activities, including special inspections, start-up, training, and operations and maintenance manual review.

This Agreement is essential to the health, safety, and welfare of the public and critical operations for the City.

Procurement Information
The selection was made using a qualifications-based selection process set forth in section 34-603 of the Arizona Revised Statutes (A.R.S.). In accordance with A.R.S. section 34-603(H), the City may not publicly release information on proposals received or the scoring results until an agreement is awarded. Two firms submitted proposals and are listed below.

Selected Firm
Rank 1: Wilson Engineers, LLC

Additional Proposer
Rank 2: Kimley-Horn and Associates, Inc.

Contract Term
The term of the agreement is five years from issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

Financial Impact
The agreement value for Wilson Engineers, LLC will not exceed $4.6 million, including all subconsultant and reimbursable costs.

Funding is available in the Water Services Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

Location
23rd Avenue WWTP
Council District: 7

Responsible Department

This item is submitted by Deputy City Managers Karen Peters and Mario Paniagua, the Water Services Department, and the City Engineer.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 59

Water Pipe and Miscellaneous Fittings - Request for Award (Ordinance S-47514)

Request to authorize the City Manager, or his designee, to enter into separate agreements with four vendors to purchase a supply of commodities related to water pipe and various fittings on an as-needed basis. Further request to authorize execution of amendments to the agreements as necessary within the Council-approved expenditure authority, as provided below, and authorization for the City Controller to disburse all funds related to this item. The agreement values will not exceed $9 million.

Summary

The purpose of this agreement is to purchase water pipe and miscellaneous fittings on an as-needed basis to maintain the infrastructure of various facilities within the Water Services Department. The pipes and miscellaneous fittings are used for installation, repair, and maintenance of water production and distribution and wastewater collection and treatment infrastructure.

Arizona Waterworks Supply, Dana Kepner Company LLC., Ferguson Waterworks and Fortiline Waterworks, Inc.'s services include but are not limited to the supply of water pipe and miscellaneous fittings, which include: bushings; clamps; conversion assemblies; corporation stops; couplings; curb stops, elbows, flanges, gate valves, meter stops, miscellaneous fittings, pipe, reducers, resetters and saddle tees.

Procurement Information

The recommendations were made using an Invitation for Bids procurement process in accordance with City of Phoenix Administrative Regulation 3.10.

Seven vendors submitted bids which are listed below. All bids except for two were found to be responsive and responsible.

Selected Bidders
Arizona Waterworks Supply
Dana Kepner Company LLC.
Ferguson Waterworks
Fortiline Waterworks, Inc.

Other Bidders
Alb Piping Products & Services, LLC
Canyon Pipe and Supply, Inc.
Core & Main, LP

Contract Term
The agreement will begin on or about May 1, 2021, for a five-year aggregate term with no options to extend.

Financial Impact
The aggregate value for the agreements with Arizona Waterworks Supply, Dana Kepner Company LLC., Ferguson Waterworks and Fortiline Waterworks, Inc., will not to exceed $9 million for the five-year aggregate term.

Funding is available in the Water Services Department budget.

Responsible Department
This item is submitted by Deputy City Manager Karen Peters and the Water Services Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 60

Membrane Diffusers - Request for Award (Ordinance S-47523)

Request to authorize the City Manager, or his designee, to enter into an agreement with Xylem Water Solutions USA, Inc., to provide Sanitaire Membrane Diffusers for the purpose of treating wastewater contaminants to dissolve oxygen concentration in the aeration basins. Further request authorization for the City Controller to disburse all funds related to this item. This agreement will not to exceed $750,000.

Summary
The Water Services Department, Wastewater Treatment Plants, use Sanitaire membrane diffusers in the aeration basin flexible air membrane diffusers (sanitaire diffusers holders). The membrane diffusers dissolve oxygen concentration in the aeration basins and are an important parameter because the micro-organisms require oxygen for respiration and also for oxidation of the organic matter. This agreement is to purchase membrane diffusers on an as-needed basis.

Xylem Water Solutions USA, Inc. services include, but are not limited to: providing Sanitaire Silver Membrane Diffusers.

Procurement Information
The recommendation was made using an Invitation for Bids procurement process in accordance with City of Phoenix Administrative Regulation 3.10.

One vendor submitted a bid that was found to be responsive and responsible and is listed below:

Selected Bidder
Xylem Water Solutions USA, Inc.: $142,450.

Contract Term
The agreement will begin on or about July 1, 2021, for a five-year aggregate term with no options to extend.

Financial Impact
The agreement value for Xylem Water Solutions USA, Inc. will not exceed $750,000.

Funding is available in the Water Services Department Operating and Capital Improvement Program budgets.

Responsible Department
This item is submitted by Deputy City Manager Karen Peters and the Water Services Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 61

Final Plat - Sendero Crossing - PLAT 200603 - Northwest Corner of 43rd Avenue and Circle Mountain Road

Plat: 200603
Project: 18-3283
Name of Plat: Sendero Crossing
Owner: Mattamy Arizona, LLC
Engineer: HilgartWilson, LLC
Request: A 170 Lot Residential Subdivision Plat
Reviewed by Staff: March 26, 2021
Final Plat requires Formal Action Only

Summary
Staff requests that the above plat be approved by the City Council and certified by the City Clerk. Recording of the plat dedicates the streets and easements as shown to the public.

Location
Generally located at the northwest corner of 43rd Avenue and Circle Mountain Road.
Council District: 1

Responsible Department
This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 62

Abandonment of Right-of-Way - V190020A - 1728 and 1802 W. Magdalena Lane (Resolution 21919)

Abandonment: V190020A
Project: 02-967
Applicant: Neftali Rivera, Magdalena Estates HOA
Request: To abandon the 50' right-of-way entrance of 18th Avenue in Final Plat "Magdalena Estates."
Date of Decision/Hearing: May 9, 2019

Financial Impact
A consideration fee was also collected as part of this abandonment in the amount of $1,147.05.

Location
1728 and 1802 W. Magdalena Lane
Council District: 8

Responsible Department
This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 63

Abandonment of Right-of-Way - V190064A - 4309 E. Belleview St. (Resolution 21921)

Abandonment: V190064A
Project: 01-20014
Applicant: Dana Klett
Request: To abandon a portion of right-of-way easement per ordinance S-3062 and right-of-way easement from Book 6119, Page 479.
Date of Decision/Hearing: Nov. 21, 2019

Financial Impact
None. No consideration fee was required as a part of this easement abandonment, although filing fees were paid.

Location
4309 E. Belleview St.
Council District: 8

Responsible Department
This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 64

Amend City Code - Official Supplementary Zoning Map 1214 (Ordinance G-6843)

Request to authorize the City Manager to amend Section 601 of the Phoenix Zoning Ordinance by adopting Official Supplementary Zoning Map 1214. This amendment reflects that the property owner has met all of the rezoning conditions previously approved by City Council with a portion of Z-87-00 and the entitlements are fully vested.

Summary

To rezone a parcel located approximately 460 feet southeast of the southeast corner of North Valley Parkway and the Norterra Parkway alignment.
Application No.: Z-87-00
Zoning: C-2 PCD NBCOD
Owner: GSSR REAL ESTATE LLC
Acreage: 1.08

Location

Approximately 460 feet southeast of the southeast corner of North Valley Parkway and the Norterra Parkway alignment.
Address: 28211 N. Valley Parkway
Council District: 2

Responsible Department

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.

ATTACHMENT A

THIS IS A DRAFT COPY <u>ONLY</u> AND IS NOT AN OFFICIAL COPY OF THE FINAL, ADOPTED ORDINANCE

ORDINANCE G-

AN ORDINANCE AMENDING SECTION 601 OF THE CITY OF PHOENIX ZONING ORDINANCE BY ADOPTING OFFICIAL SUPPLEMENTARY ZONING MAP 1214

_____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That Section 601 of the City of Phoenix Zoning Ordinance is hereby amended by adopting Official Supplementary Zoning Map 1214 signed by the Mayor and City Clerk, which is accompanies and is annexed to this ordinance and declared a part hereof.

PASSED by the Council of the City of Phoenix this 5th day of May, 2021.

_____
M A Y O R

ATTEST:

_____ City Clerk

APPROVED AS TO FORM:

DRAFT

_____ City Attorney

REVIEWED BY:

_____ City Manager

DRAFT

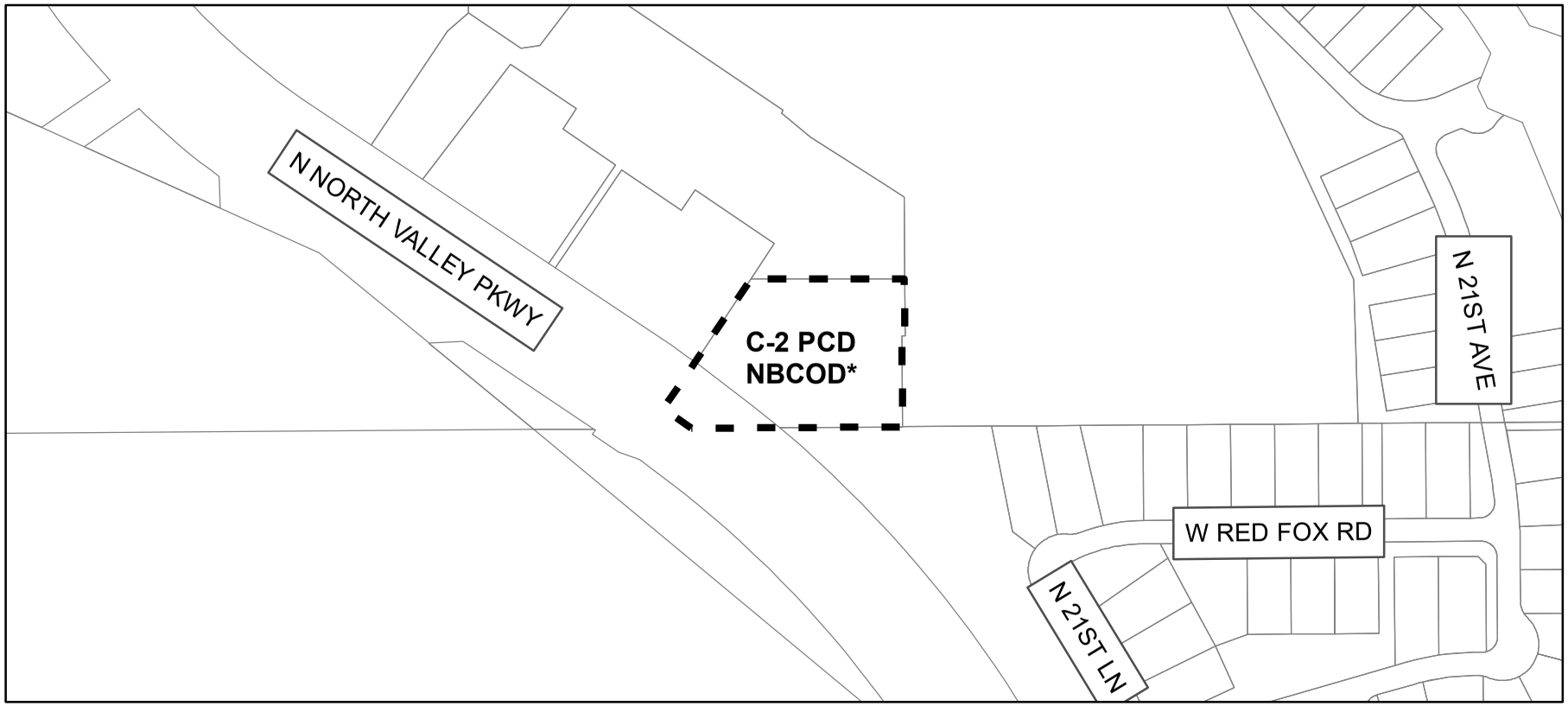
Attachment B

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 1214

Sheet 1 of 1

ORDINANCE NO. _____ AMENDING SECTION 601 OF THE CITY OF PHOENIX ZONING ORDINANCE

Passed by the Council of the City of Phoenix, Arizona this 5th day of May 2021.



A Portion of Z-87-00

Drawn by: KS

City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

ZONING SUBJECT TO STIPULATIONS: *

AREA INVOLVED BOUNDED THUS: ▬ ▬ ▬ ▬ ▮

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 65

Amend City Code - Official Supplementary Zoning Map 1215 (Ordinance G-6844)

Request to authorize the City Manager to amend Section 601 of the Phoenix Zoning Ordinance by adopting Official Supplementary Zoning Map 1215. This amendment reflects that the property owner has met all of the rezoning conditions previously approved by City Council with Z-89-03 and the entitlements are fully vested.

Summary
Approximately 424 feet north and 60 feet east of the northeast corner of 29th Place and Mohawk Lane.
Application No.: Z-89-03
Zoning: CP/GCP
Owner: Black Dog Ventures LLC
Acreage: 2.03

Location
Approximately 424 feet north and 60 feet east of the northeast corner of 29th Place and Mohawk Lane.
Address: 20635 N. 29th Place
Council District: 2

Responsible Department
This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.

ATTACHMENT A

THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL, ADOPTED ORDINANCE

ORDINANCE G-

AN ORDINANCE AMENDING SECTION 601 OF THE CITY OF PHOENIX ZONING ORDINANCE BY ADOPTING OFFICIAL SUPPLEMENTARY ZONING MAP 1215

_____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That Section 601 of the City of Phoenix Zoning Ordinance is hereby amended by adopting Official Supplementary Zoning Map 1215 signed by the Mayor and City Clerk, which is accompanies and is annexed to this ordinance and declared a part hereof.

PASSED by the Council of the City of Phoenix this 5th day of May, 2021.

_____
M A Y O R

ATTEST:

_____ City Clerk

APPROVED AS TO FORM:

DRAFT

_____ City Attorney

REVIEWED BY:

_____ City Manager

DRAFT

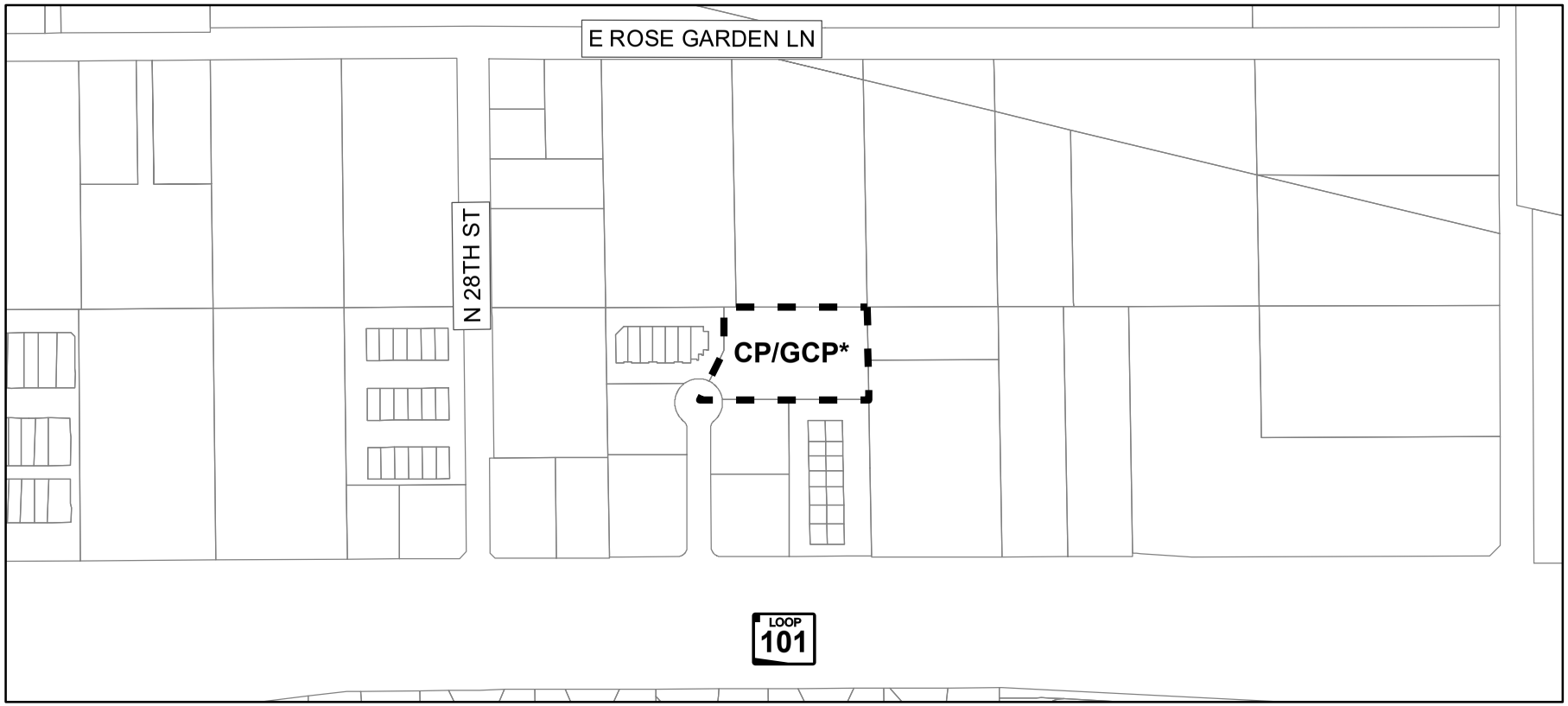
Attachment B

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 1215

Sheet 1 of 1

ORDINANCE NO. _____ AMENDING SECTION 601 OF THE CITY OF PHOENIX ZONING ORDINANCE

Passed by the Council of the City of Phoenix, Arizona this 5th day of May 2021.



A Portion of Z-89-03

Drawn by: LW

City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

ZONING SUBJECT TO STIPULATIONS: *

AREA INVOLVED BOUNDED THUS: ▬ ▬ ▬ ▬ ▮

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 66

Amend City Code - Official Supplementary Zoning Map 1216 (Ordinance G-6845)

Request to authorize the City Manager to amend Section 601 of the Phoenix Zoning Ordinance by adopting Official Supplementary Zoning Map 1216. This amendment reflects that the property owner has met all of the rezoning conditions previously approved by City Council with Z-SP-23-04 and the entitlements are fully vested.

Summary
Approximately 424 feet north and 60 feet east of the northeast corner of 29th Place and Mohawk Lane.
Application No: Z-SP-23-04
Zoning: CP/GCP SP
Owner: Black Dog Ventures LLC
Acreage: 2.03

Location
Approximately 424 feet north and 60 feet east of the northeast corner of 29th Place and Mohawk Lane.
Address: 20635 N. 29th Place
Council District: 2

Responsible Department
This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.

ATTACHMENT A

THIS IS A DRAFT COPY <u>ONLY</u> AND IS NOT AN OFFICIAL COPY OF THE FINAL, ADOPTED ORDINANCE

ORDINANCE G-

AN ORDINANCE AMENDING SECTION 601 OF THE CITY OF PHOENIX ZONING ORDINANCE BY ADOPTING OFFICIAL SUPPLEMENTARY ZONING MAP 1216

_____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That Section 601 of the City of Phoenix Zoning Ordinance is hereby amended by adopting Official Supplementary Zoning Map 1216 signed by the Mayor and City Clerk, which is accompanies and is annexed to this ordinance and declared a part hereof.

PASSED by the Council of the City of Phoenix this 5th day of May, 2021.

_____
M A Y O R

ATTEST:

_____ City Clerk

APPROVED AS TO FORM:

DRAFT

_____ City Attorney

REVIEWED BY:

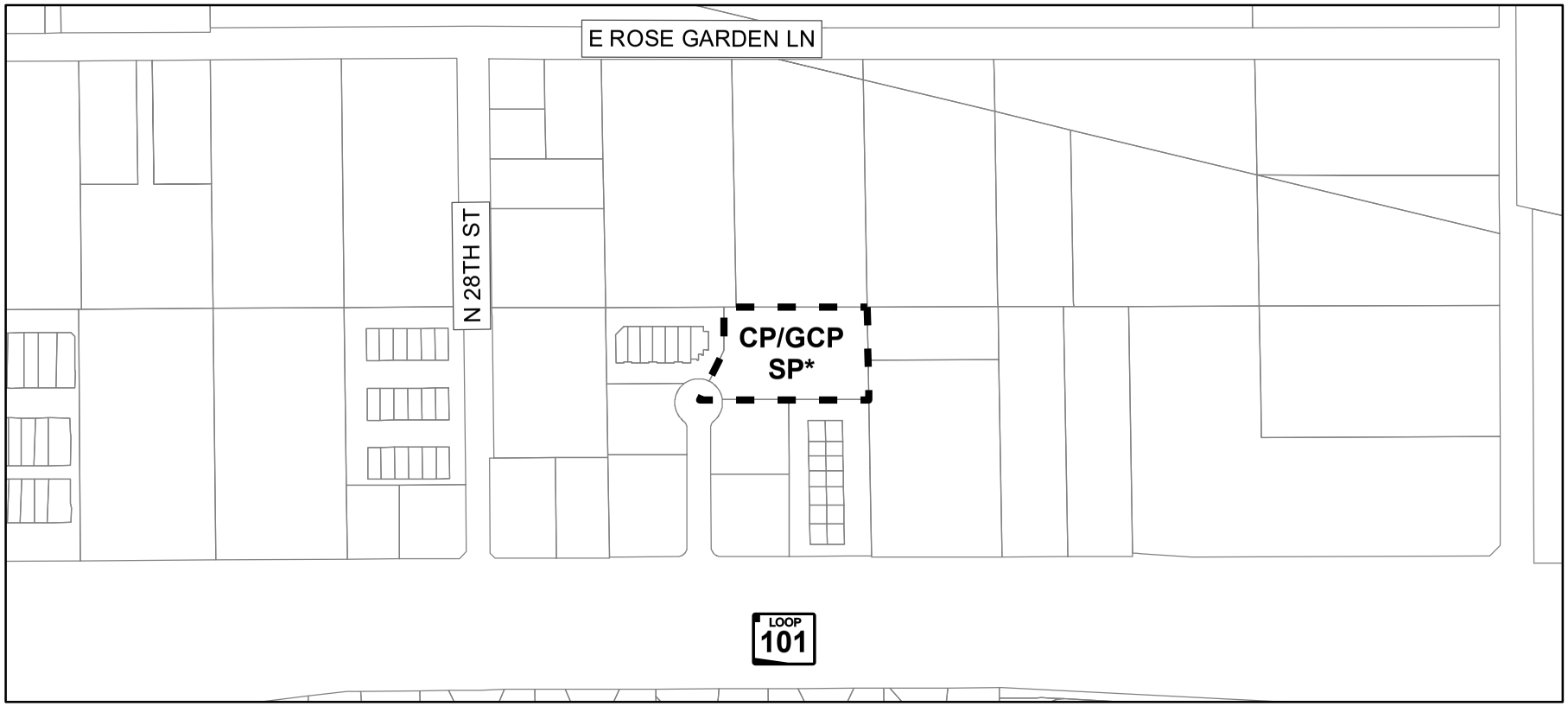
_____ City Manager

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 1216

Sheet 1 of 1

ORDINANCE NO. _____ AMENDING SECTION 601 OF THE CITY OF PHOENIX ZONING ORDINANCE

Passed by the Council of the City of Phoenix, Arizona this 5th day of May 2021.



Z-SP-23-04

Drawn by: LW

City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

ZONING SUBJECT TO STIPULATIONS: *

AREA INVOLVED BOUNDED THUS: ▬ ▬ ▬ ▬ ▮

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 67

Amend City Code - Ordinance Adoption - Rezoning Application Z-67-20-4 - Northwest Corner of 2nd Street and Catalina Drive (Ordinance G-6842)

Request to amend the Phoenix Zoning Ordinance, Section 601, the Zoning Map of the City of Phoenix, by adopting Rezoning Application Z-67-20-4 and rezone the site from C-O TOD-1 (Commercial Office, Interim Transit Oriented Zoning Overlay District One) to WU Code T6:15 MT (Walkable Urban Code, Transect 6:15, Transit Midtown Character Area) for multifamily residential.

Summary

Current Zoning: C-O TOD-1
Proposed Zoning: WU Code T6:15 MT
Acreage: 2.10 acres
Proposed Use: Multifamily residential

Owner: 3010 Westmount, LLC
Applicant: Dan Duffus, 3010 Westmount, LLC
Representative: Taylor Earl, Earl & Curley, P.C.

Staff Recommendation: Approval, subject to stipulations.
VPC Action: The Encanto Village Planning Committee heard this case on March 1, 2021 and recommended approval, per the staff recommendation, by a vote of 10-1.
PC Action: The Planning Commission heard this case on April 1, 2021 and recommended approval, per the Encanto Village Planning Committee recommendation with an additional stipulation, by a vote of 8-0.

Location

Northwest corner of 2nd Street and Catalina Drive
Council District: 4
Parcel Addresses: No address

Responsible Department

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.

ATTACHMENT A

THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL, ADOPTED ORDINANCE

ORDINANCE G-

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP ADOPTED PURSUANT TO SECTION 601 OF THE CITY OF PHOENIX ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE PARCEL DESCRIBED HEREIN (Z-67-20-4) FROM C-O TOD-1 (COMMERCIAL OFFICE, INTERIM TRANSIT ORIENTED ZONING OVERLAY DISTRICT ONE) TO WU CODE T6:15 MT (WALKABLE URBAN CODE, TRANSECT 6:15, TRANSIT MIDTOWN CHARACTER AREA).

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The zoning of a 2.10-acre site located at the northwest corner of 2nd Street and Catalina Drive, in a portion of Section 29 Township 2 North and Range 3 East, as described more specifically in Exhibit “A”, is hereby changed from “C-O TOD-1” (Commercial Office, Interim Transit Oriented Zoning Overlay District One) to “WU Code T6:15 MT” (Walkable Urban Code, Transect 6:15, Transit Midtown Character Area).

SECTION 2. The Planning and Development Director is instructed to modify the Zoning Map of the City of Phoenix to reflect this use district classification change as shown in Exhibit “B”.

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SECTION 3. Due to the site's specific physical conditions and the use district applied for by the applicant, this rezoning is subject to the following stipulations, violation of which shall be treated in the same manner as a violation of the City of Phoenix Zoning Ordinance:

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

2. The developer shall provide and maintain the following bicycle parking as described below and as approved by the Planning and Development Department.

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

    b. 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.

3. 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.

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. The developer shall provide a No Hazard Determination for the proposed development from the FAA pursuant to the FAA's Form-7460 obstruction analysis review process, prior to construction permit approval, as per plans approved by the Planning and Development Department.

7. In the event archaeological materials are encountered during construction, the developer shall immediately cease all ground-disturbing activities within a 33-

DRAFT

foot radius of the discovery, notify the City Archaeologist, and allow time for the Archaeology Office to properly assess the materials.

8. 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.

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

PASSED by the Council of the City of Phoenix this 5th day of May, 2021.

_____
MAYOR

ATTEST:

_____City Clerk

APPROVED AS TO FORM:

_____City Attorney

REVIEWED BY:

_____City Manager

Exhibits:
A – Legal Description (2 Pages)
B – Ordinance Location Map (1 Page)

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EXHIBIT A

LEGAL DESCRIPTION FOR Z-67-20-4

3008 N 2ND ST., PHOENIX, AZ 85012

LOTS 1-5, BLOCK 3- LA BELLE PLACE

A SUBDIVISION PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 42, MCR., LOCATED IN A PORTION OF THE NE ¼ OF THE SW ¼ OF THE SE ¼ OF SECTION 29, T.2N, R.3E OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

PARCEL NO. 1:

LOTS 1, 2, 3, 4 AND 5, BLOCK 3, LA BELLE PLACE, A SUBDIVISION RECORDED IN BOOK 4 OF MAPS, PAGE 42, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT, 6 FEET;

THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT WHICH IS 6 FEET WEST OF THE POINT OF BEGINNING;

THENCE TO THE POINT OF BEGINNING.

PARCEL NO. 2:

TRACT ‘A’, LA BELLE PLACE, A SUBDIVISION RECORDED IN BOOK 4 OF MAPS, PAGE 42, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT THAT PART OF SAID TRACT ‘A’ LYING NORTH OF THE WESTERLY PROLONGATION OF THE SOUTH LINE OF LOT 6 OF SAID LA BELLE PLACE AND LYING SOUTH OF THE NORTH RIGHT OF WAY LINE OF CATALINA AVENUE.

PARCEL NO. 3:

THAT PART OF AN ABANDONED ALLEY IN BLOCK 3, LA BELLE PLACE, A SUBDIVISION RECORDED IN BOOK 4 OF MAPS, PAGE 42, RECORDS OF MARICOPA COUNTY, ARIZONA, AS ABANDONED BY INSTRUMENT RECORDED IN RECORDING NO. 85-288601, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5 IN SAID BLOCK 3;

THENCE WEST ALONG THE EXTENSION OF THE NORTH LINE OF SAID LOT 5, 10 FEET TO THE EAST LINE OF TRACT ‘A’ OF SAID LA BELLE PLACE;

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THENCE SOUTH ALONG SAID EAST LINE, 374.34 TO THE INTERSECTION WITHING THE SOUTH LINE OF LOT 1 OF SAID BLOCK 3, EXTENDED WESTERLY;

THENCE EAST 10 FEET TO THE SOUTHWEST CORNER OF LOT 1;

THENCE NORTH 375.34 FEET ALONG THE WEST LINE OF LOTS 1 THROUGH 5, INCLUSIVE OF SAID BLOCK 3 TO THE POINT OF BEGINNING.

PARCEL NO. 4:

THAT PART OF 2ND STREET AS SHOWN ON THE MAP OF LA BELLE PLACE, A SUBDIVISION RECORDED IN BOOK 4 OF MAPS, PAGE 42, RECORDS OF MARICOPA COUNTY, ARIZONA, ABANDONED BY RESOLUTION OF ABANDONMENT NO. 16599 OF THE CITY OF PHOENIX RECORDED IN RECORDING NO. 85-251148, RECORDS OF MARICOPA COUNTY, ARIZONA;

THE WEST 15 FEET OF THAT PART OF 2ND STREET AS SHOWN ON PLAT OF LA BELLE PLACE, A SUBDIVISION RECORDED IN BOOK 4 OF MAPS, PAGE 42, RECORDS OF MARICOPA COUNTY, ARIZONA, LYING IMMEDIATELY EAST OF AND ADJOINING THE EAST LINE OF LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 3 OF SAID LA BELLA PLACE, AND LYING BEETWEEN THE EASTERLY PROLONGATIONS OF THE SOUTH LINE OF SAID LOT 1 AND THE NORTH LINE OF SAID LOT 5;

EXCEPT THAT PART THEREOF LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 1 WHICH IS 6 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE NORTHEASTERLY TO A POINT ON THE EAST LINE OF SAID WEST 15 FEET OF 2ND STREET WHICH IS 21 FEET NORTH OF THE INTERSECTION OF SAID EAST LINE WITH THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 1, THE LAST SAID POINT BEING THE TERMINIUS OF THE LINE DESCRIBED HEREIN.

APN: 118-35-083A, 118-35-091H, 118-35-083B, 118-35-091K

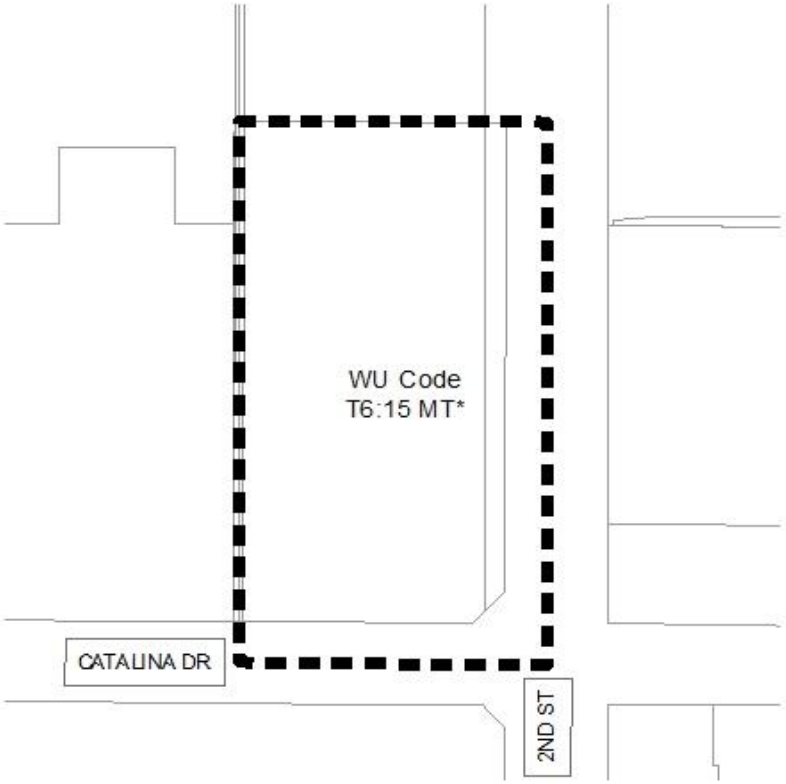
DRAFT

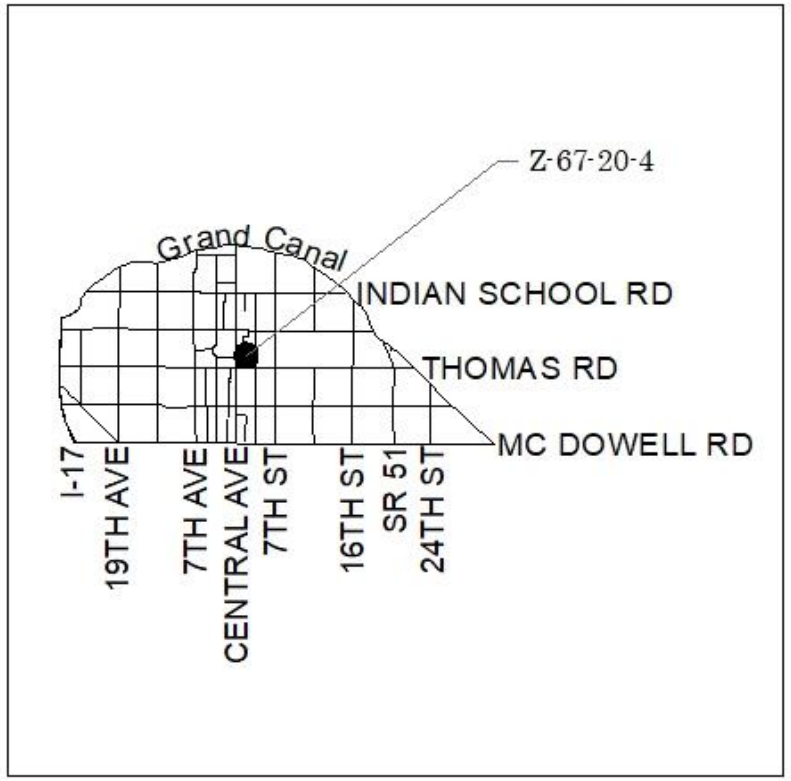
ORDINANCE LOCATION MAP

EXHIBIT B

ZONING SUBJECT TO STIPULATIONS: *
SUBJECT AREA:

Zoning Case Number: Z-67-20-4
Zoning Overlay: N/A
Planning Village: Encanto





NOT TO SCALE

N

Drawn Date: 3/24/2021

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City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 68

Amend City Code - Ordinance Correction for Z-9-20-6 Willowick PUD - Southwest Corner of 16th and Colter Street (Ordinance G-6848)

Request to authorize the City Manager to correct ordinance previously adopted and recorded to reflect the accurate acreage.

Summary
To correct acreage on Ordinance G-6816 for Z-9-20-6 Willowick PUD.
Application No.: Z-9-20-6
Original Approved Acreage: 3.45
Correct Acreage: 3.48

Location
Southwest corner of 16th Street and Colter Street
Address: 5150 N. 16th St.
Council District: 6

Responsible Department
This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.

ATTACHMENT A

THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL, ADOPTED ORDINANCE

CORRECTED ORDINANCE G-6816

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP ADOPTED PURSUANT TO SECTION 601 OF THE CITY OF PHOENIX ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE PARCEL DESCRIBED HEREIN (CASE Z-9-20-6) FROM C-O (COMMERCIAL OFFICE – RESTRICTED COMMERCIAL DISTRICT) TO PUD (PLANNED UNIT DEVELOPMENT).

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The zoning of a 3.48-acre site located at the southwest corner of 16th Street and Colter Street in a portion of Section 16, Township 2 North, Range 3 East, as described more specifically in Exhibit “A”, is hereby changed from “C-O” (Commercial Office – Restricted Commercial District) to “PUD” (Planned Unit Development).

SECTION 2. The Planning and Development Director is instructed to modify the Zoning Map of the City of Phoenix to reflect this use district classification change as shown in Exhibit “B”.

SECTION 3. Due to the site’s specific physical conditions and the use district applied for by the applicant, this rezoning is subject to the following stipulations,

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violation of which shall be treated in the same manner as a violation of the City of Phoenix Zoning Ordinance:

1. An updated Development Narrative for the Willowick 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 December 21, 2020, as modified by the following stipulations:

    a. Front cover: Revise the submittal date information on the bottom to add the following: Hearing draft: December 21, 2020; City Council adopted: [Add adoption date].

2. The developer shall retain the right-of-way and bus stop pad on southbound 16th Street south of Colter Street. The bus stop pad shall be compliant with City of Phoenix Standard Detail P1260 with a minimum depth of 10 feet. The bus stop pad shall be spaced from the intersection of 16th Street and Colter Street as per City of Phoenix Standard Detail P1258, as approved by the Planning and Development Department

3. The developer shall utilize the existing driveway along 16th Street on Parcel No. APN 162-12-001X to access the site. The developer shall record a cross access easement between Parcel Nos. 162-12-001X and 162-12-009, to allow for ingress from the existing driveway south of the site. The agreement is to be reviewed and approved by the Planning and Development Department prior to recordation with Maricopa County.

4. The developer shall submit a Traffic Impact Study (TIS) to the City for this development. No preliminary approval of plans shall be granted until the study had been reviewed and approved by the City. Additional off-site improvements and right-of-way dedications may be required as identified in the approved traffic study. Development shall be responsible for the cost associated with these improvements and dedications.

5. 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.

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.

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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.

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

PASSED by the Council of the City of Phoenix this 3rd day of March, 2021.

_____
MAYOR

ATTEST:

_____City Clerk

APPROVED AS TO FORM:

_____City Attorney

REVIEWED BY:

_____City Manager

Exhibits:
A – Legal Description (2 Pages)
B – Ordinance Location Map (1 Page)

DRAFT

EXHIBIT A

LEGAL DESCRIPTION FOR Z-9-20-6

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN PHOENIX, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE 40 FOOT STRIP OF LAND CONVEYED TO THE CITY OF PHOENIX BY DEED RECORDED FEBRUARY 13, 1970 IN DOCKET 7998, PAGE 117 AND THE NORTH LINE OF THE SOUTH 210.00 FEET OF SAID NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16;

THENCE ALONG SAID NORTH LINE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS WEST 293.32 FEET;

THENCE PARALLEL WITH THE WEST LINE OF SAID NORTH HALF, NORTH 0 DEGREES 04 MINUTES 29 SECONDS WEST 240.49 FEET;

THENCE PARALLEL WITH THE NORTH LINE OF SAID NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16, SOUTH 89 DEGREES 58 MINUTES 25 SECONDS WEST 22.00 FEET TO THE SOUTHEAST CORNER OF PARCEL 1, AS DESCRIBED IN THE DEED TO THE CITY OF PHOENIX, AS RECORDED IN DOCKET 8661, PAGE 117;

THENCE ALONG THE EASTERLY LINE OF PARCEL 1 AND ITS NORTHERLY PROLONGATION, NORTH 00 DEGREES 04 MINUTES 29 SECONDS WEST 180.00 FEET TO THE SOUTH LINE OF THE NORTH 30.00 FEET OF SAID NORTH HALF;

THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 58 MINUTES 25 SECONDS EAST 271.65 FEET TO THE WEST LINE OF THE EAST 83.00 FEET OF SAID NORTH HALF;

THENCE ALONG SAID WEST LINE, SOUTH 00 DEGREES 10 MINUTES 00 SECONDS EAST 10.00 FEET TO THE SOUTH LINE OF THE NORTH 40.00 FEET OF SAID NORTH HALF;

THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 58 MINUTES 25 SECONDS EAST 43.00 FEET TO THE WEST LINE OF SAID 40 FOOT STRIP OF LAND AS DESCRIBED IN DEED RECORDED IN SAID DOCKET 7998, PAGE 117;

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THENCE ALONG SAID WEST LINE, SOUTH 00 DEGREES 10 MINUTES 00 SECONDS EAST 410.49 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO LIV CAMELBACK AT 16TH, LLC IN RECORDING NO. 20160854027, RECORDS OF MARICOPA COUNTY, ARIZONA.

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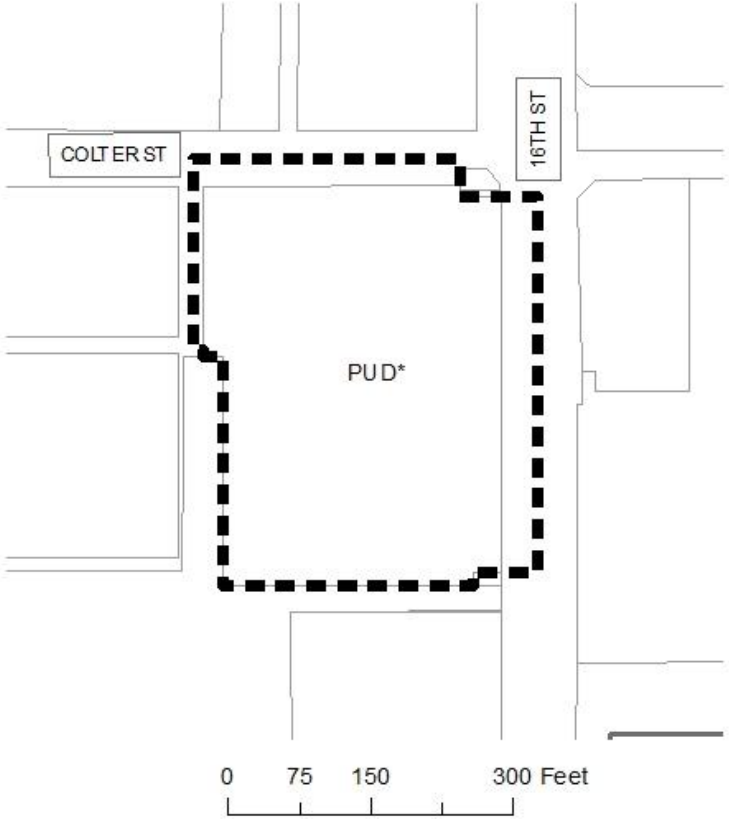
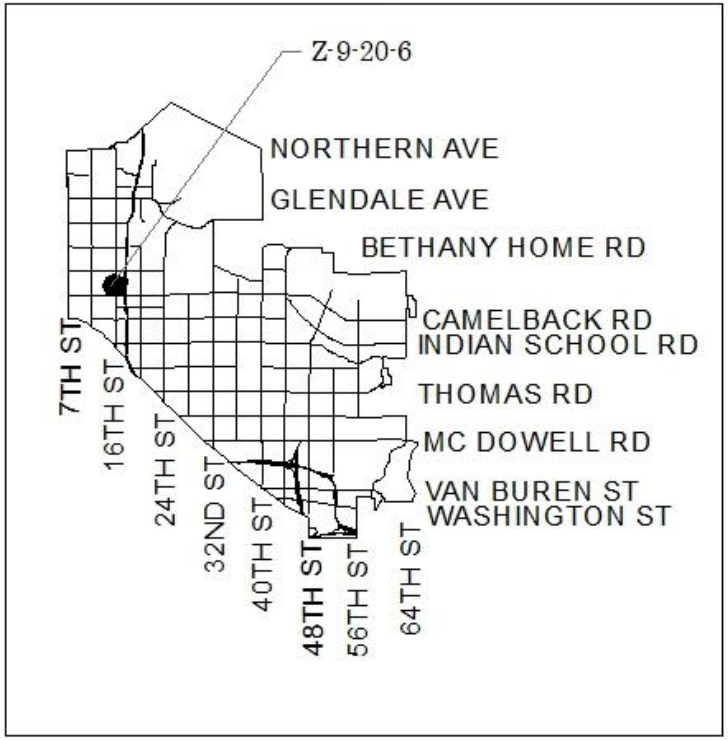
ORDINANCE LOCATION MAP

EXHIBIT B

ZONING SUBJECT TO STIPULATIONS: *
SUBJECT AREA:

Zoning Case Number: Z-9-20-6
Zoning Overlay: N/A
Planning Village: Camelback East





NOT TO SCALE

N

Drawn Date: 4/9/2021

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City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 69

Amend City Code - Ordinance Adoption - Rezoning Application Z-61-20-8 - Northeast Corner of 16th Street and Chipman Road (Ordinance G-6846)

Request to amend the Phoenix Zoning Ordinance, Section 601, the Zoning Map of the City of Phoenix, by adopting Rezoning Application Z-61-20-8 and rezone the site from R1-6 SPVTABDO (Single-Family Residence District, South Phoenix Village and Target Area B Design Overlay) and R-5 SPVTABDO (Multifamily Residence District, South Phoenix Village and Target Area B Design Overlay) to C-1 SPVTABDO (Neighborhood Retail, South Phoenix Village and Target Area B Design Overlay) to allow multifamily or single-family residential. This file is a companion case to Z-62-20-8 and should be heard first, followed by Z-62-20-8.

Summary

Current Zoning: R1-6 SPVTABDO and R-5 SPVTABDO
Proposed Zoning: C-1 SPVTABDO
Acreage: 2.50
Proposed Use: Multifamily or single-family residential

Owner: Ran Edelman
Applicant: Ran Edelman
Representative: John Connelly

Staff Recommendation: Approval, subject to stipulations.
VPC Action: The South Mountain Village Planning Committee heard this case on March 9, 2021 and recommended a continuance to April 13, 2021, by a vote of 16-3.
PC Action: The Planning Commission heard this case on April 1, 2021 and recommended approval, per the staff recommendation with an additional stipulation, by a vote of 9-0.

Location

Northeast corner of 16th Street and Chipman Road
Council District: 8
Parcel Address: No address

Responsible Department

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.

ATTACHMENT A

THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL, ADOPTED ORDINANCE

ORDINANCE G-

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP ADOPTED PURSUANT TO SECTION 601 OF THE CITY OF PHOENIX ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE PARCEL DESCRIBED HEREIN (CASE Z-61-20-8) FROM R1-6 SPVTABDO (SINGLE-FAMILY RESIDENCE DISTRICT, SOUTH PHOENIX VILLAGE AND TARGET AREA B DESIGN OVERLAY) AND R-5 SPVTABDO (MULTIFAMILY RESIDENCE DISTRICT, SOUTH PHOENIX VILLAGE AND TARGET AREA B DESIGN OVERLAY) TO C-1 SPVTABDO (NEIGHBORHOOD RETAIL, SOUTH PHOENIX VILLAGE AND TARGET AREA B DESIGN OVERLAY).

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The zoning of a 2.50-acre site located at northeast corner of 16th Street and Chipman Road in a portion of Section 27, Township 1 North, Range 3 East, as described more specifically in Exhibit “A”, is hereby changed from 1.72 acres of “R1-6 SPVTABDO” (Single-Family Residence District, South Phoenix Village and Target Area B Design Overlay) and 0.78-acres of “R-5 SPVTABDO” (Multifamily Residence District, South Phoenix Village and Target Area B Design Overlay) to “C-1 SPVTABDO” (Neighborhood Retail, South Phoenix Village and Target Area B Design Overlay) to allow multifamily or single-family residential.

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SECTION 2. The Planning and Development Director is instructed to modify the Zoning Map of the City of Phoenix to reflect this use district classification change as shown in Exhibit “B”.

SECTION 3. Due to the site’s specific physical conditions and the use district applied for by the applicant, this rezoning is subject to the following stipulations, violation of which shall be treated in the same manner as a violation of the City of Phoenix Zoning Ordinance:

1. Building elevations shall be developed to the following standards, as approved by the Planning and Development Department:

    a. Building elevations shall contain multiple colors, exterior accent materials and textural changes that exhibit quality and durability such as brick, stone, colored textured concrete or stucco, to provide a decorative and aesthetic treatment.

    b. Building elevations adjacent and oriented towards 16th Street and the south property line, excluding drive aisles, shall contain a minimum of 25 percent brick, masonry, stone or another exterior accent material that exhibits quality and durability.

    c. All building elevations shall contain architectural embellishments and detailing such as textural changes, pilasters, offsets, recesses, variation in window size and location, pitched roofs and/or overhang canopies.

2. Building height shall be limited to two stories and 30 feet.

3. Individual units shall provide an entryway that is either elevated, depressed or includes a feature such as a low wall to accentuate the primary entrance, as approved by the Planning and Development Department.

4. There shall be no balconies on the upper floors of residential dwellings oriented towards the eastern property line.

5. The development shall provide a minimum 300-square foot ornamental feature along the northeast corner of 16th Street and Chipman Road or the Chipman Road alignment to include the following elements, as approved by the Planning and Development Department:

    a. A landscaped accent area, exclusive of perimeter landscaping and right-of-way, shall be provided. The landscaped accent areas shall

DRAFT

provide a visually unique character with drought-tolerant plant materials providing seasonal interest and 75 percent live cover.

b. The entry feature shall incorporate elements that may include, but are not limited to walls, architectural enhancements, art features, natural features such as boulders or fountains, or other uniquely identifying elements.

c. The entry feature shall utilize accents, colors and materials consistent with the adjacent development.

d. Where utility conflicts exist, the developer shall work with the Planning and Development Department on alternative design solutions.

6. All perimeter walls visible from public streets shall include material and textural differences, such as stucco and/or split face block with a decorative element, such as tile or stamped designs, as approved by the Planning and Development Department.

7. The development shall include the following amenities and elements at a minimum, distributed between the open space area (s), as approved by the Planning and Development Department:

a. Two barbecue grills and two picnic tables.

b. Community garden areas of no less than a combined 200 square feet that will include a garden tool library, irrigation, and one bench or seating feature to enable year-round planting.

c. One pedestrian seating node containing at least one bench or seating feature and located within close proximity to Chipman Road or Chipman Road alignment.

d. Open space areas shall provide a minimum 50 percent shade, including amenity and seating areas, and a minimum of 50 percent live vegetative cover (shrubs, grasses, or groundcover plants).

8. The developer shall provide a system of pedestrian thoroughfares as described below and as approved or modified by the Planning and Development Department:

a. The developer shall provide a minimum of one pedestrian path connecting the sidewalk along 16th Street with residential units along the eastern property line via the most direct route.

b. Illuminated by pedestrian scale lighting per Section 1304(H)5 for the pathway connecting the site east to west.

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c. Where pedestrian paths and vehicular crossings exist, the pathway shall be constructed of decorative pavers, stamped or colored concrete, or other pavement treatments that visually contrasts parking and drive aisle surfaces. Vehicular crossings shall be kept to a minimum.

d. Pedestrian paths shall be shaded to a minimum of 75 percent using architectural shade and/or shade trees at full maturity.

e. Connections to/between:

(1) All residential dwellings;

(2) All amenity and active open space areas;

(3) The sidewalk along 16th Street;

(4) The sidewalk along Chipman Road or Chipman Road alignment;

f. Where utility conflicts exist, the developer shall work with the Planning and Development Department on alternative design solutions consistent with a pedestrian environment.

9. The developer shall provide traffic calming measures at all vehicular points of ingress and/or egress to slow vehicles departing the development and crossing the public sidewalks, as approved by the Planning and Development Department.

10. The required landscape setback areas along 16th Street, Chipman Road, and the alley along the east property line shall be planted with drought-tolerant trees including minimum 75 percent 2-inch caliper and 25 percent 3-inch caliper, if the site develops as a residential use, as approved by the Planning and Development Department.

11. All sidewalks along 16th Street shall be detached with a landscape strip located between the sidewalk and back of curb following the most recent Cross Section of the Street Classification Map and planted to the following standards, as approved by the Planning and Development Department. Where utility conflicts exist, the developer shall work with the Planning and Development Department on alternative design solutions consistent with a pedestrian environment.

a. Minimum 2-inch caliper large canopy shade trees placed a minimum of 25 feet on center or equivalent groupings to provide shade to a minimum 75 percent at full maturity.

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b. Drought tolerant vegetation designed to grow to a maximum mature height of 24 inches and achieve 75 percent live coverage.

12. The developer shall dedicate 50 feet of right-of-way for the east side of 16th Street and provide a detached sidewalk as required by Cross Section D, as approved by the Planning and Development Department.

13. The Developer shall remove the existing driveway along 16th Street and construct a public street connection for Chipman Road.

14. The developer shall dedicate 25 feet of right-of-way for the north half of Chipman Road transitioning to a total 50-foot dedication to match the existing Chipman Road on the east side of the property.

15. The developer shall dedicate 6 feet along the alley on the eastern side of the development, as approved by the Planning and Development Department.

16. 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.

17. The developer shall record a Notice of Prospective Purchasers of Proximity to Airport in order to disclose the existence and operational characteristics of Phoenix Sky Harbor International Airport (PHX) to future owners or tenants of the property.

18. 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.

19. If determined necessary by the Phoenix Archeology Office, the applicant shall conduct Phase I data testing and submit an archaeological survey report of the development area for review and approval by the City Archeologist prior to clearing and grubbing, landscape salvage, and/or grading approval.

20. If Phase I data testing is required, and if, upon review of the results from Phase I data testing, the City Archeologist, in consultation with a qualified archeologist, determines such data recovery excavations are necessary, the applicant shall conduct Phase II archeological data recovery excavations.

21. In the event archeological 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 Archeologist, and allow time for the Archeology Office to properly assess the materials.

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22. 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.

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

PASSED by the Council of the City of Phoenix this 5th day of May, 2021.

_____
MAYOR

ATTEST:

_____City Clerk

APPROVED AS TO FORM:

_____City Attorney

REVIEWED BY:

_____City Manager

Exhibits:
A – Legal Description (1 Page)
B – Ordinance Location Map (1 Page)

DRAFT

EXHIBIT A

LEGAL DESCRIPTION FOR Z-61-20-8

That portion of the Northwest quarter of Section 27, Township 1 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the West line of said Northwest quarter of Section 27, from which the Southwest corner of said Northwest quarter of Section 27 bears South 1254.44 feet and the Northwest corner of said Section 27 bears North 1383.96 feet;

Thence East 616.28 feet;

Thence South 176.71 feet;

Thence West 616.28 feet to a point on the West lien of said Northwest quarter of Section 27;

Thence North along said West line of the Northwest quarter of Section 27, a distance of 176.71 feet to the POINT OF BEGINNING;

EXCEPT the West 40 feet for road.

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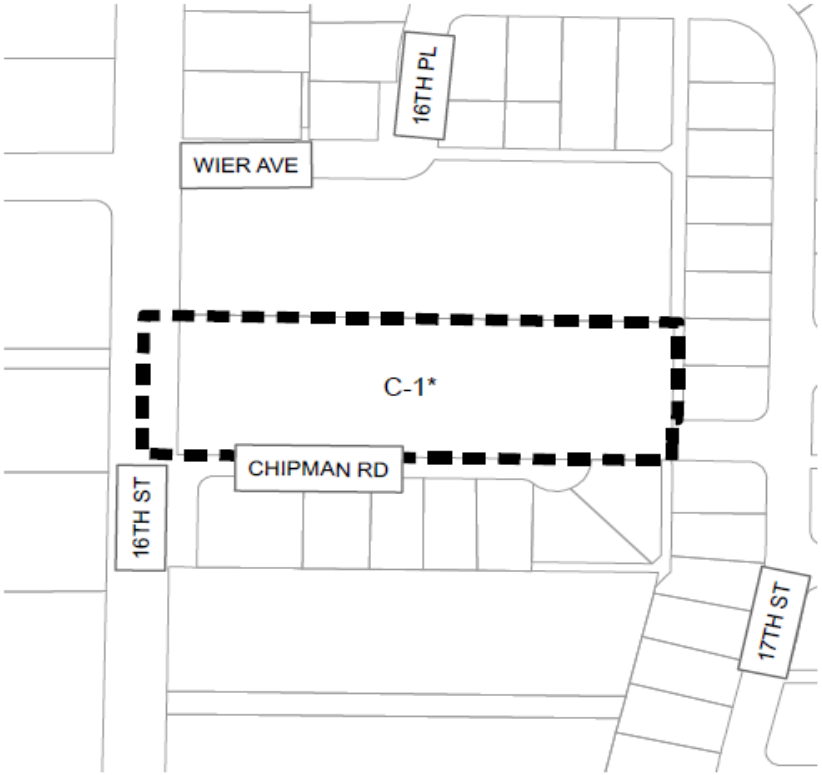
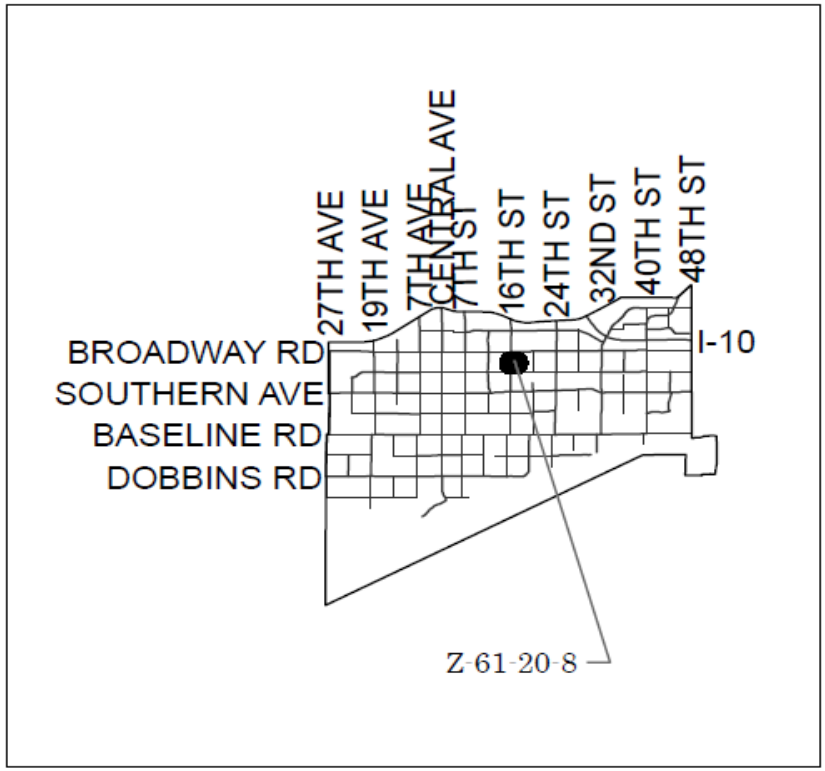
ORDINANCE LOCATION MAP

EXHIBIT B

ZONING SUBJECT TO STIPULATIONS: *
SUBJECT AREA:

Zoning Case Number: Z-61-20-8
Zoning Overlay: South Phoenix Village & Target Area B Design Overlay District
Planning Village: South Mountain





NOT TO SCALE

N

Drawn Date: 3/24/2021

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City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 70

Amend City Code - Ordinance Adoption - Rezoning Application Z-62-20-8 - Northeast Corner of 16th Street and Chipman Road (Ordinance G-6847)

Request to amend the Phoenix Zoning Ordinance, Section 601, the Zoning Map of the City of Phoenix, by adopting Rezoning Application Z-62-20-8 and rezone the site from R1-6 SPVTABDO, pending C-1 SPVTABDO (Single-Family Residence District, South Phoenix Village and Target Area B Design Overlay, pending Neighborhood Retail, South Phoenix Village and Target Area B Design Overlay) and R-5 SPVTABDO, pending C-1 SPVTABDO (Multifamily Residence District, South Phoenix Village and Target Area B Design Overlay, pending Neighborhood Retail, South Phoenix Village and Target Area B Design Overlay) to C-1 DNS/WVR SPVTABDO (Neighborhood Retail, Density Waiver, South Phoenix Village and Target Area B Design Overlay) to allow multifamily or single-family residential with a density waiver up to 40 units. This file is a companion case to Z-61-20-8 and should be heard immediately following.

Summary

Current Zoning: R1-6 SPVTABDO, pending C-1 SPVTABDO and R-5 SPVTABDO, pending C-1 SPVTABDO
Proposed Zoning: C-1 DNS/WVR SPVTABDO
Acreage: 2.50
Proposed Use: Multifamily or single-family residential with a density waiver up to 40 dwelling units

Owner: Ran Edelman
Applicant: Ran Edelman
Representative: Jon Connelly

Staff Recommendation: Approval, subject to stipulations.
VPC Action: The South Mountain Village Planning Committee heard this case on March 9, 2021 and recommended a continuance to April 13, 2021, by a vote of 19-0.
PC Action: The Planning Commission heard this case on April 1, 2021 and recommended approval, per the staff recommendation with an additional stipulation, by a vote of 9-0.

Location
Northeast corner of 16th Street and Chipman Road
Council District: 8
Parcel Address: No address

Responsible Department
This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.

ATTACHMENT A

THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL, ADOPTED ORDINANCE

ORDINANCE G-

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP ADOPTED PURSUANT TO SECTION 601 OF THE CITY OF PHOENIX ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE PARCEL DESCRIBED HEREIN (CASE Z-62-20-8) FROM R1-6 SPVTABDO, PENDING C-1 SPVTABDO (SINGLE-FAMILY RESIDENCE DISTRICT, SOUTH PHOENIX VILLAGE AND TARGET AREA B DESIGN OVERLAY, PENDING NEIGHBORHOOD RETAIL, SOUTH PHOENIX VILLAGE AND TARGET AREA B DESIGN OVERLAY) AND R-5 SPVTABDO, PENDING C-1 SPVTABDO (MULTIFAMILY RESIDENCE DISTRICT, SOUTH PHOENIX VILLAGE AND TARGET AREA B DESIGN OVERLAY, PENDING NEIGHBORHOOD RETAIL, SOUTH PHOENIX VILLAGE TARGET AREA B DESIGN OVERLAY DISTRICT) TO C-1 DNS/WVR SPVTABDO (NEIGHBORHOOD RETAIL, DENSITY WAIVER, SOUTH PHOENIX VILLAGE AND TARGET AREA B DESIGN OVERLAY).

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The zoning of a 2.50-acre site located at northeast corner of 16th Street and Chipman Road in a portion of Section 27, Township 1 North, Range 3 East, as described more specifically in Exhibit “A”, is hereby changed from 1.72 acres of “R1-6 SPVTABDO, pending C-1 SPVTABDO” (Single-Family Residence District, South Phoenix Village and Target Area B Design Overlay, pending Neighborhood Retail,

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South Phoenix Village and Target Area B Design Overlay) and 0.78-acres of “R-5 SPVTABDO, pending C-1 SPVTABDO” (Multifamily Residence District, South Phoenix Village and Target Area B Design Overlay, pending Neighborhood Retail, South Phoenix Village Target Area B Design Overlay) to “C-1 DNS/WVR SPVTABDO” (Neighborhood Retail, Density Waiver, South Phoenix Village and Target Area B Design Overlay) to allow multifamily or single-family residential with a density waiver up to 40 units.

SECTION 2. The Planning and Development Director is instructed to modify the Zoning Map of the City of Phoenix to reflect this use district classification change as shown in Exhibit “B”.

SECTION 3. Due to the site’s specific physical conditions and the use district applied for by the applicant, this rezoning is subject to the following stipulations, violation of which shall be treated in the same manner as a violation of the City of Phoenix Zoning Ordinance:

1. The development shall be limited to a maximum density of 40 dwelling units.
2. Building elevations shall be developed to the following standards, as approved by the Planning and Development Department:
    a. Building elevations shall contain multiple colors, exterior accent materials and textural changes that exhibit quality and durability such as brick, stone, colored textured concrete or stucco, to provide a decorative and aesthetic treatment.
    b. Building elevations adjacent and oriented towards 16th Street and the south property line, excluding drive aisles, shall contain a minimum of 25 percent brick, masonry, stone or another exterior accent material that exhibits quality and durability.
    c. All building elevations shall contain architectural embellishments and detailing such as textural changes, pilasters, offsets, recesses, variation in window size and location, pitched roofs and/or overhang canopies.
3. Building height shall be limited to two stories and 30 feet.

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4. Individual units shall provide an entryway that is either elevated, depressed or includes a feature such as a low wall to accentuate the primary entrance, as approved by the Planning and Development Department.

5. There shall be no balconies on the upper floors of residential dwellings oriented towards the eastern property line.

6. The development shall provide a minimum 300-square foot ornamental feature along the northeast corner of 16th Street and Chipman Road or the Chipman Road alignment to include the following elements, as approved by the Planning and Development Department:

    a. A landscaped accent area, exclusive of perimeter landscaping and right-of-way, shall be provided. The landscaped accent areas shall provide a visually unique character with drought-tolerant plant materials providing seasonal interest and 75 percent live cover.

    b. The entry feature shall incorporate elements that may include, but are not limited to walls, architectural enhancements, art features, natural features such as boulders or fountains, or other uniquely identifying elements.

    c. The entry feature shall utilize accents, colors and materials consistent with the adjacent development.

    d. Where utility conflicts exist, the developer shall work with the Planning and Development Department on alternative design solutions.

7. All perimeter walls visible from public streets shall include material and textural differences, such as stucco and/or split face block with a decorative element, such as tile or stamped designs, as approved by the Planning and Development Department.

8. The development shall include the following amenities and elements at a minimum, distributed between the open space area (s), as approved by the Planning and Development Department:

    a. Two barbecue grills and two picnic tables.

    b. Community garden areas of no less than a combined 200 square feet that will include a garden tool library, irrigation, and one bench or seating feature to enable year-round planting.

    c. One pedestrian seating node containing at least one bench or seating feature and located within close proximity to Chipman Road or Chipman Road alignment.

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d. Open space areas shall provide a minimum 50 percent shade, including amenity and seating areas, and a minimum of 50 percent live vegetative cover (shrubs, grasses, or groundcover plants).

9. The developer shall provide a system of pedestrian thoroughfares as described below and as approved or modified by the Planning and Development Department:

   a. The developer shall provide a minimum of one pedestrian path connecting the sidewalk along 16th Street with residential units along the eastern property line via the most direct route.

   b. Illuminated by pedestrian scale lighting per Section 1304(H)5 for the pathway connecting the site east to west.

   c. Where pedestrian paths and vehicular crossings exist, the pathway shall be constructed of decorative pavers, stamped or colored concrete, or other pavement treatments that visually contrasts parking and drive aisle surfaces. Vehicular crossings shall be kept to a minimum.

   d. Pedestrian paths shall be shaded to a minimum of 75 percent using architectural shade and/or shade trees at full maturity.

   e. Connections to/between:

      (1) All residential dwellings;

      (2) All amenity and active open space areas;

      (3) The sidewalk along 16th Street;

      (4) The sidewalk along Chipman Road or Chipman Road alignment;

   f. Where utility conflicts exist, the developer shall work with the Planning and Development Department on alternative design solutions consistent with a pedestrian environment.

10. The developer shall provide traffic calming measures at all vehicular points of ingress and/or egress to slow vehicles departing the development and crossing the public sidewalks, as approved by the Planning and Development Department.

11. The required landscape setback areas along 16th Street, Chipman Road, and the alley along the east property line shall be planted with drought-tolerant trees including minimum 75 percent 2-inch caliper and 25 percent 3-inch caliper, if the site develops as a residential use, as approved by the Planning and Development Department.

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12. All sidewalks along 16th Street shall be detached with a landscape strip located between the sidewalk and back of curb following the most recent Cross Section of the Street Classification Map and planted to the following standards, as approved by the Planning and Development Department. Where utility conflicts exist, the developer shall work with the Planning and Development Department on alternative design solutions consistent with a pedestrian environment.

    a. Minimum 2-inch caliper large canopy shade trees placed a minimum of 25 feet on center or equivalent groupings to provide shade to a minimum 75 percent at full maturity.

    b. Drought tolerant vegetation designed to grow to a maximum mature height of 24 inches and achieve 75 percent live coverage.

13. The developer shall dedicate 50 feet of right-of-way for the east side of 16th Street and provide a detached sidewalk as required by Cross Section D, as approved by the Planning and Development Department.

14. The Developer shall remove the existing driveway along 16th Street and construct a public street connection for Chipman Road.

15. The developer shall dedicate 25 feet of right-of-way for the north half of Chipman Road transitioning to a total 50-foot dedication to match the existing Chipman Road on the east side of the property.

16. The developer shall dedicate 6 feet along the alley on the eastern side of the development, as approved by the Planning and Development Department.

17. 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.

18. The developer shall record a Notice of Prospective Purchasers of Proximity to Airport in order to disclose the existence and operational characteristics of Phoenix Sky Harbor International Airport (PHX) to future owners or tenants of the property.

19. 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.

20. If determined necessary by the Phoenix Archeology Office, the applicant shall conduct Phase I data testing and submit an archaeological survey report of the development area for review and approval by the City Archeologist prior to clearing and grubbing, landscape salvage, and/or grading approval.

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21. If Phase I data testing is required, and if, upon review of the results from Phase I data testing, the City Archeologist, in consultation with a qualified archeologist, determines such data recovery excavations are necessary, the applicant shall conduct Phase II archeological data recovery excavations.

22. In the event archeological 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 Archeologist, and allow time for the Archeology Office to properly assess the materials.

23. 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.

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

PASSED by the Council of the City of Phoenix this 5th day of May, 2021.

_____
MAYOR

ATTEST:

_____City Clerk

APPROVED AS TO FORM:

_____City Attorney

REVIEWED BY:

_____City Manager

Exhibits:
A – Legal Description (1 Page)
B – Ordinance Location Map (1 Page)

DRAFT

EXHIBIT A

LEGAL DESCRIPTION FOR Z-62-20-8

That portion of the Northwest quarter of Section 27, Township 1 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the West line of said Northwest quarter of Section 27, from which the Southwest corner of said Northwest quarter of Section 27 bears South 1254.44 feet and the Northwest corner of said Section 27 bears North 1383.96 feet;

Thence East 616.28 feet;

Thence South 176.71 feet;

Thence West 616.28 feet to a point on the West lien of said Northwest quarter of Section 27;

Thence North along said West line of the Northwest quarter of Section 27, a distance of 176.71 feet to the POINT OF BEGINNING;

EXCEPT the West 40 feet for road.

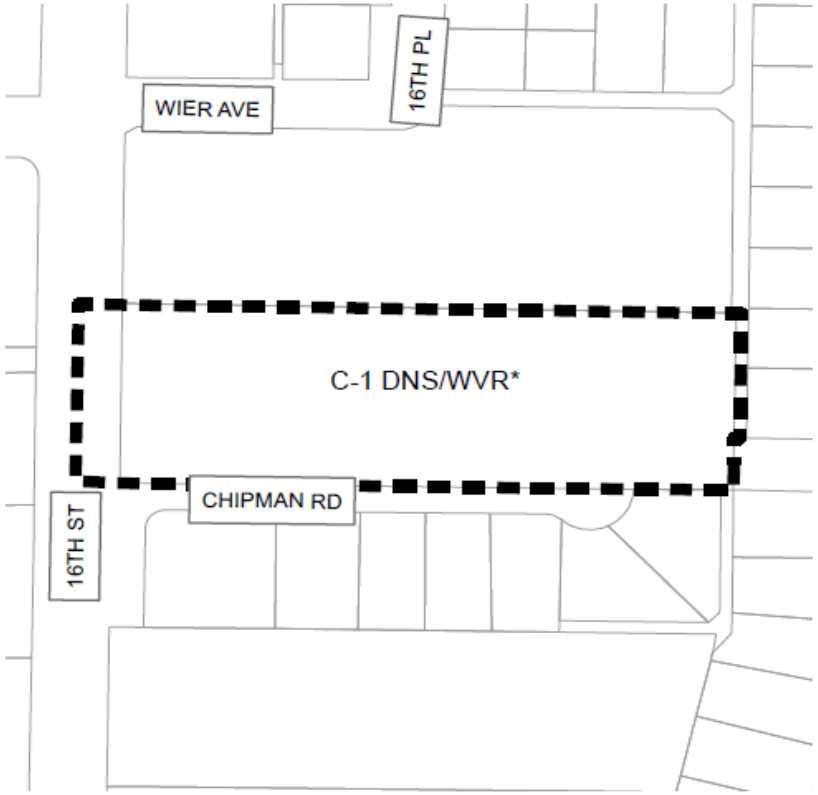
DRAFT

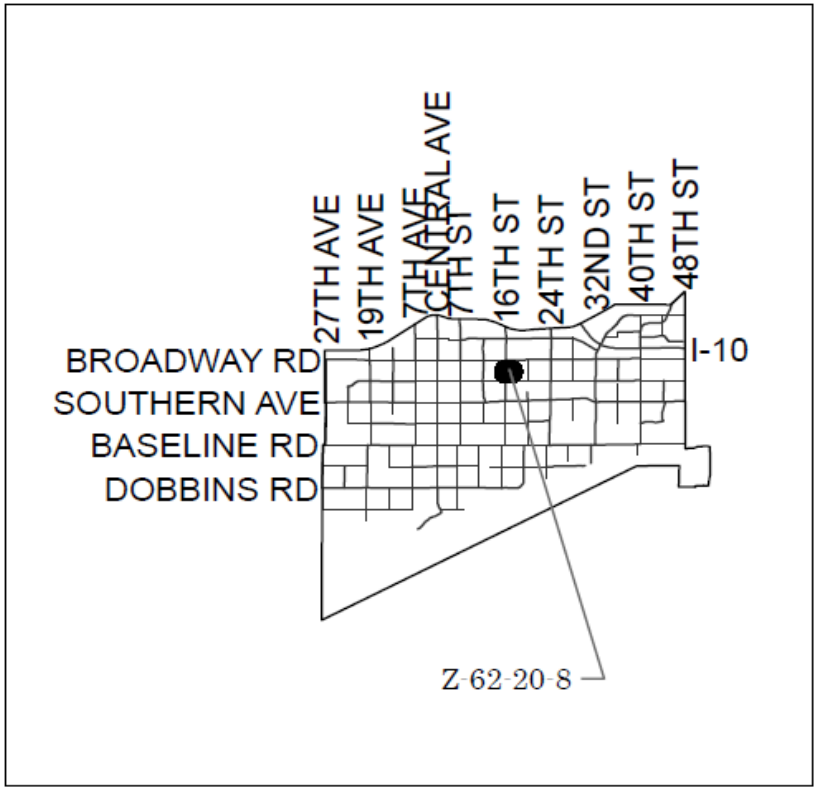
ORDINANCE LOCATION MAP

EXHIBIT B

ZONING SUBJECT TO STIPULATIONS: *
SUBJECT AREA:

Zoning Case Number: Z-62-20-8
Zoning Overlay: South Phoenix Village & Target Area B Design Overlay District
Planning Village: South Mountain





NOT TO SCALE

N

Drawn Date: 3/24/2021

\\one\pdd\Shared\Department Share\Information Systems\PL GIS\IS_Team\Core_Functions\Zoning\SuppMaps_OrdMaps\2021 Ord\5-5-21\Z-62-20-8.mxd

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 71

Public Hearing and Resolution Adoption - General Plan Amendment GPA-SM-1-20-8 - Approximately 340 Feet West of the Southwest Corner of 40th Street and Southern Avenue (Resolution 21920)

Request to hold a public hearing on the request for the following item to consider adopting the Planning Commission's recommendation and the related Resolution if approved. The file is a companion case to Z-35-20-8 and should be heard first, followed by Z-35-20-8.

Summary

Current Plan Designation: Mixed Use Agricultural
Proposed Plan Designation: Mixed Use Agricultural / Residential 10 to 15 dwelling units per acre
Acreage: 17.27 acres
Proposed Use: A mix of Mixed Use Agricultural and Residential 10 to 15 dwelling units per acre.

Owner: John C. Oertle, Jr., Lisa-Kay Oertle-Melancon, Kent C. Oertle, Beth Ann Hintze, and Jerald A. Hintze
Applicant: Jason Morris, Withey Morris, PLC
Representative: Jason Morris, Withey Morris, PLC

Staff Recommendation: Approval.
VPC Action: The South Mountain Village Planning Committee heard this case on Feb. 9, 2021 and continued the request to the March 9, 2021 meeting, by a vote of 17-0. The South Mountain Village Planning Committee heard the case again on March 9, 2021 and recommended a denial, by a vote of 11-8.
PC Action: The Planning Commission heard this case on March 4, 2021 and continued the request to the April 1, 2021 meeting, by a vote of 9-0. The Planning Commission heard the case again on April 1, 2021 and recommended approval, per the staff recommendation, by a vote of 6-2.

Location

Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue

Council District: 8
Parcel Addresses: 6048 S. 40th St.

Responsible Department

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.

Attachment A

RESOLUTION

A RESOLUTION ADOPTING AN AMENDMENT TO THE 2015 GENERAL PLAN FOR PHOENIX, APPLICATION GPA-SM-1-20-8, CHANGING THE LAND USE CLASSIFICATION FOR THE PARCEL DESCRIBED HEREIN.

_____

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-SM-1-20-8. The 17.27 acres of property located approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue is designated as Mixed Use Agricultural.

SECTON 2. The Planning and Development Director is instructed to modify the 2015 Phoenix General Plan to reflect this land use classification change as shown below:

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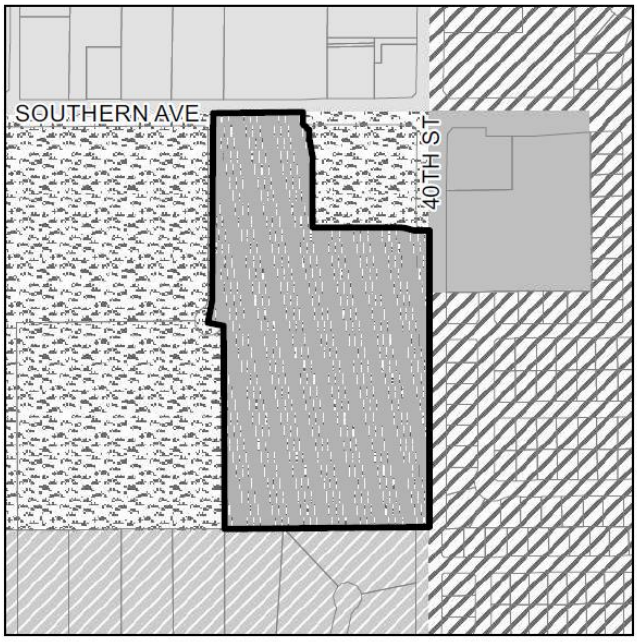
PROPOSED CHANGE:

Mixed Use Agricultural & Residential
10-15 du/ac (17.27 +/- Acres)

Proposed Change Area

Mixed Use Agricultural & Residential 10-15 du/ac



PASSED by the Council of the City of Phoenix this 5th day of May 2021.

_____
M A Y O R

ATTEST:

_____
Denise Archibald, City Clerk

DRAFT

APPROVED AS TO FORM:
Cris Meyer, City Attorney

By:_____
_____

REVIEWED BY:

_____
Ed Zuercher, City Manager

PL:tml:LF20-3300:5-5-21:2231057v1

DRAFT

Attachment B

City of Phoenix
PLANNING & DEVELOPMENT DEPARTMENT

GENERAL PLAN AMENDMENT
STAFF ANALYSIS
February 3, 2021

Application:	GPA-SM-1-20-8
Applicant:	Jason Morris, Withey Morris PLC
Owner:	John C. Oertle, Jr., Lisa-Kay Oertle-Melancon, Kent C. Oertle, Beth O. and Jerald A. Hintze
Representative:	Jason Morris, Withey Morris PLC
Location:	Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
Acreage:	17.27 acres
Current Plan Designation:	Mixed Use Agricultural (17.27 acres)
Requested Plan Designation:	Mixed Use Agricultural and Residential 10 to 15 dwelling units per acre (17.27 acres)
Reason for Requested Change:	Map Amendment to a mix of Mixed Use Agricultural and Residential 10 to 15 dwelling units per acre
South Mountain Village Planning Committee Date:	February 9, 2021
Staff Recommendation:	Approval

FINDINGS:

1) The subject site exceeds 10 acres, which requires a minor General Plan Amendment to the Land Use Map.

2) The proposed General Plan Land Use Map designation of Residential 10 to 15 dwelling units per acre and Mixed Use Agricultural is compatible with the surrounding land use pattern and the proposed standards within the Development Narrative of the companion PUD case, Z-35-20-8.

3) The subject site is immediately adjacent to two arterial streets, 40th Street and Southern Avenue, that serve as major transportation corridors for this part of the city.

4) The proposal will allow for additional housing choices at the intersection of two arterial streets. The companion PUD includes standards that ensure consistency in scale and character as well as appropriate transitions for adjacent single-family zoned property.

BACKGROUND

The subject site is located approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue and is presently vacant. The companion Rezoning Case Z-35-20-8 is requesting to rezone the subject site from 10.02 acres of S-1 BAOD (Ranch or Farm Residence, Baseline Area Overlay District) and 7.25 acres of C-2 BAOD (Intermediate Commercial, Baseline Area Overlay District) to 17.27 acres of PUD BAOD (Planned Unit Development, Baseline Area Overlay District) to allow residential (including multifamily) and other uses permitted in the MUA Zoning District. The development, as proposed by the applicant, would allow a density up to 11.2 dwelling units per gross acre. The site is located near the intersection of two arterial streets and will provide additional housing choices along this transportation corridor that connects to Interstate 10 to the east and the future light rail further to the west.

In 1997, the City of Phoenix adopted the Baseline Area Master Plan (BAMP), a non-regulatory area plan, that addresses the existing conditions of the plan area, articulates a vision for the future and offers a series of implementation strategies to achieve the community's vision for the area. One of the implementation strategies contained in the plan was the creation of a mixed use agricultural district with development standards that addressed agriculturally based land uses and deep setbacks. The PUD development narrative, under case Z-35-20-8, integrates development standards and design guidelines that embody the adopted MUA Zoning District within the Phoenix Zoning Ordinance, thereby providing consistency with portions of the BAMP. The PUD development narrative primarily adheres to the MUA Zoning District building and landscape standards along perimeter arterial streets where this development will be most visible. Other design guidelines from the BAMP have been incorporated to address perimeter parking standards. Furthermore, the standards in the Baseline Area Overlay District (BAOD), a regulatory overlay district which also emerged from the BAMP, are being met or exceeded in the Development Narrative.

In 1997, the City of Phoenix approved the Mixed Use Agricultural land use designation under case GPA-SM-2-96-6-8, which designated the subject site as Mixed Use Agricultural based on guidance from the Baseline Area Master Plan. The Mixed Use Agricultural General Plan land use designation is intended to be coupled with the MUA Zoning District per the Zoning Ordinance. Since the proposed density for the multifamily use is not consistent with the existing Phoenix General Plan Land Use designation of

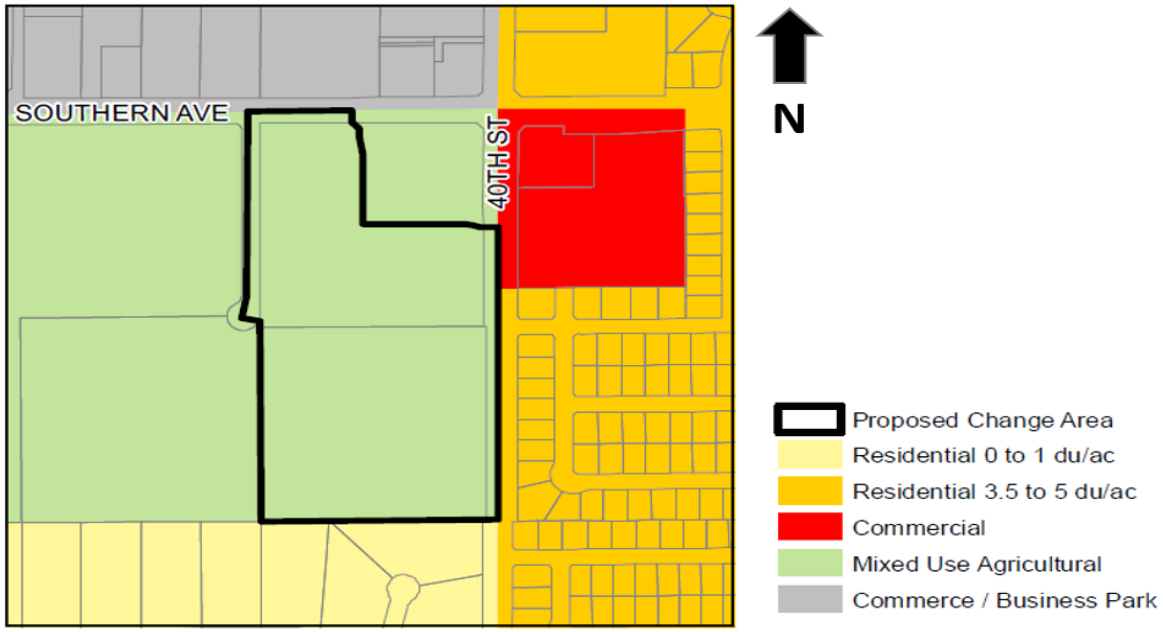
Mixed Use Agricultural as the MUA Zoning District permits a maximum density of two dwelling units per acre, therefore a General Plan amendment to allow increased density is needed. This proposed General Plan amendment case would change the land use designation to a mix of Residential 10 to 15 dwelling units per acre and Mixed Use Agricultural on the subject site, if approved.

This General Plan Amendment, along with the development standards prescribed in PUD case Z-35-20-8, will allow for a land use map designation that is consistent with the character of the area where agricultural and low-density land uses exist. This general plan land use amendment will allow for an appropriate transition between the existing land use designations in the area of 0 to 1 dwelling units per acre and Commerce/Business Park land use designations north of Southern Avenue. The land use map designation, as requested, would further diversify the land uses in this part of the South Mountain Village in a manner consistent with development patterns based on the existing zoning and general plan land use map designations in the general area.

SURROUNDING LAND USES

The proposed general plan land use amendment is located in the eastern portion of the South Mountain Village generally bounded by Southern Avenue to the north, 40th Street to the east, 39th Street to the west and Saint Catherine Avenue to the south. North of the site, the General Plan Land Use Map designation is Mixed Use Agricultural (directly abutting) and Commerce/Business Park across Southern Avenue with some vacant land and commercial development zoned S-1 (Ranch or Farm Residence District), R-3 SP (Miltifamily Residenc District with a Special Permit), C-1 SP (Neigbor Retail District with a Special Permit), and C-1. The special permit is for a child care center.

Existing General Plan Land Use Map, Source: City of Phoenix Planning and Development Department



South of the subject site is the Heard Ranch community where properties are designated as Residential 0 to 1 dwelling units per acre. These properties are zoned RE-43 (One-Family Residence District) and are developed with large lot single-family homes.

West of the property are two large properties designated Mixed Use Agricultural. Properties west of the site are zoned MUA and S-1 SP, and are used for a plant nursery and mostly vacant land which has a special permit for a radio tower and transmitter building.

East of the subject site, the General Plan Land Use Map has designated properties as Residential 3.5 to 5 dwelling units per acre and commercial. These properties are developed with single-family homes and commerce park/office, zoned R1-6 (Single-Family Residence District) and Industrial Park District.

RELATIONSHIP TO GENERAL PLAN CORE VALUES AND PRINCIPLES

CONNECT PEOPLE AND PLACES

- ***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 proposal would allow development of housing product that provides a transition from a single-family residential subdivision to the south and commercial uses to the north. The proposal will allow for additional residential development that is appropriately located at the intersection of two arterial streets that offer alternative transportation options connecting to the Interstate 10 freeway and future light rail corridor further to the west.

CELEBRATE OUR DIVERSE COMMUNITIES AND NEIGHBORHOODS

- ***CELEBRATE OUR DIVERSE COMMUNITIES AND NEIGHBORHOODS CORE VALUE; CERTAINTY AND CHARACTER; DESIGN PRINCIPLE: Require appropriate transitions/buffers between neighborhoods and adjacent uses.***

  Uses in the surrounding area consist of residential, commercial and agricultural uses. The proposed development is consistent in scale and character with the surrounding uses and will provide an appropriate transition between commercial uses along Southern Avenue and single-family residential to the south of the subject site. The proposed Development Narrative of concurrent case Z-35-20-8, incorporates height restrictions, increased perimeter building and landscape setbacks and design guidelines that promote an agricultural environment, which will also help mitigate impacts on adjacent residential properties.

- ***CELEBRATE OUR DIVERSE COMMUNITIES AND NEIGHBORHOODS CORE VALUE; HEALTHY NEIGHBORHOODS; LAND USE PRINCIPLE: Promote the growth of urban agriculture throughout Phoenix.***

  The proposed development will promote urban agriculture via a community garden, tool library and pop-up produce stand amenities, shall the site develop as multifamily, to improve food security and the health of residents. Plant species found in the BAMP and MUA Zoning District plant lists which have edible applications may be utilized in the required landscape areas per the Development Narrative of Z-35-20-8 to further promote food security in the area.

- ***CELEBRATE OUR DIVERSE COMMUNITIES AND NEIGHBORHOODS CORE VALUE; DIVERSE NEIGHBORHOODS; LAND USE PRINCIPLE: Include a mix of housing types and densities where appropriate within each village that support a broad range of lifestyles.***

  Approval of the request will allow the introduction of diverse housing opportunities compatible with the surrounding land use patterns. Furthermore, the proposed development will help to provide housing for a broader range of lifestyles in an area where the housing type is predominantly single-family.

CONCLUSION AND RECOMMENDATION

The staff recommendation for GPA-SM-1-20-8 is to approve as filed, and approve as a mix of **Residential 10 to 15 dwelling units per acre** and **Mixed Use Agricultural**. The proposed land use map designation is consistent in scale and character with existing land uses in the surrounding area. The subject site is located near the intersection of two arterial streets that serve as a major transportation route, connecting residents in the area to the Interstate 10 freeway and the future light rail corridor further to the west. The Development Narrative included with the concurrent PUD case Z-35-20-8 will provide compatibility and consistency with the land use pattern in the surrounding area by incorporating development standards and guidelines that will preserve the agrarian history of the area. Approval of the request, with concurrent PUD case Z-35-20-8, will support the development of this vacant property with uses that are compatible with the land use designations and zoning districts in the general area.

Writer
Enrique Bojórquez-Gaxiola
February 3, 2021

Team Leader
Samantha Keating

Exhibits
Sketch Maps (2 pages)

GENERAL PLAN AMENDMENT

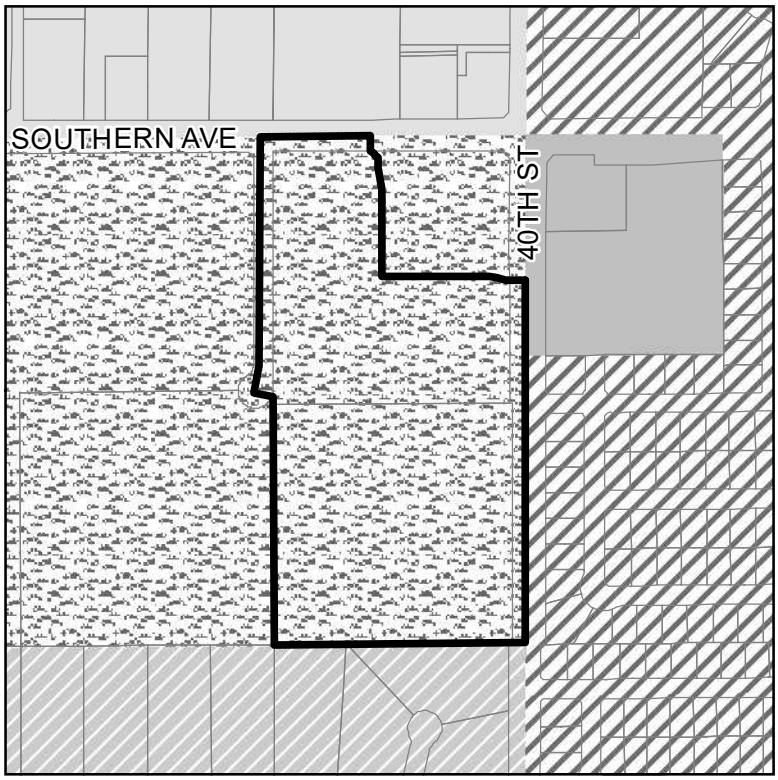
CITY OF PHOENIX ♦ PLANNING & DEVELOPMENT DEPARTMENT ♦ 200 W WASHINGTON ST ♦ PHOENIX, AZ ♦ 85003 ♦ (602) 262-6882

APPLICATION NO: GPA-SM-1-20-8_BW	ACRES: 17.27 +/-
VILLAGE: South Mountain	COUNCIL DISTRICT: 8
APPLICANT: Withey Morris, PLC / Jason Morris	

EXISTING:

Mixed Use Agricultural (17.27 +/- Acres)

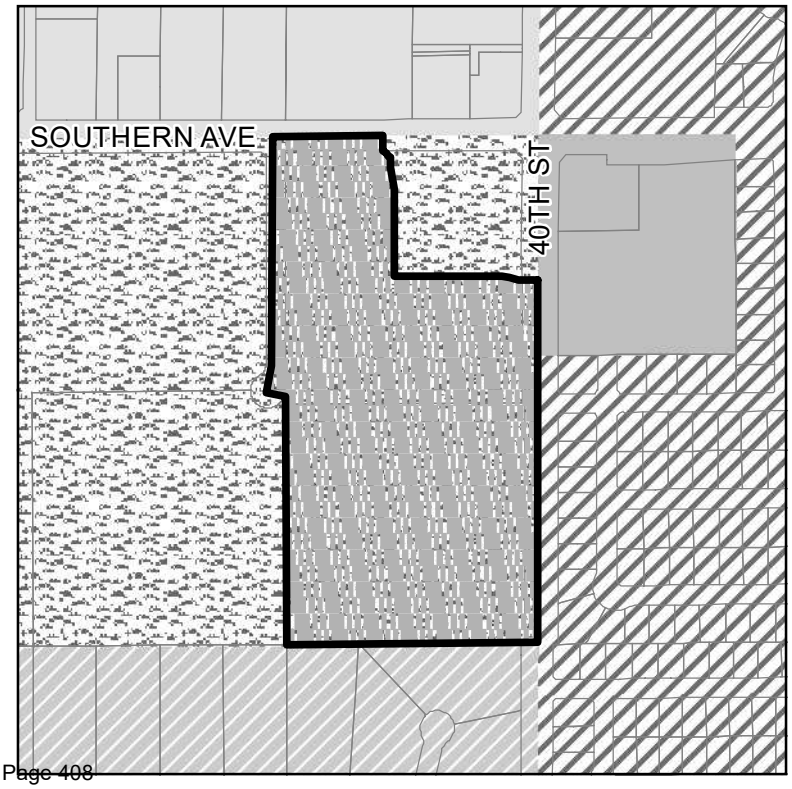
Proposed Change Area
Residential 0 to 1 du/acre
Residential 3.5 to 5 du/acre
Commercial
Commerce / Business Park
Mixed Use Agricultural



PROPOSED CHANGE:

Mixed Use Agricultural & Residential
10-15 du/ac (17.27 +/- Acres)

Proposed Change Area
Mixed Use Agricultural & Residential 10-15 du/ac



GENERAL PLAN AMENDMENT

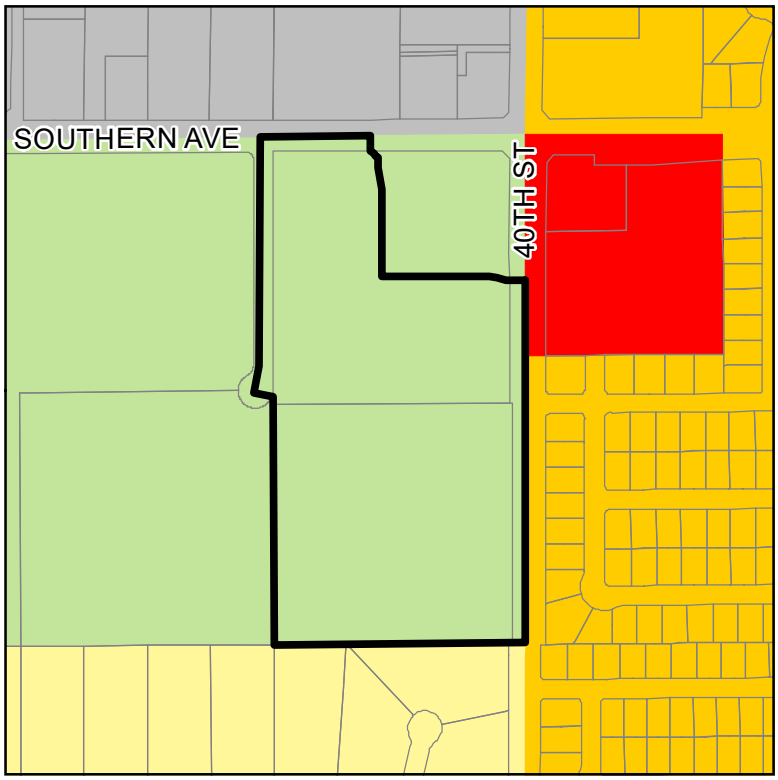
CITY OF PHOENIX ♦ PLANNING & DEVELOPMENT DEPARTMENT ♦ 200 W WASHINGTON ST ♦ PHOENIX, AZ ♦ 85003 ♦ (602) 262-6882

APPLICATION NO: GPA-SM-1-20-8	ACRES: 17.27 +/-
VILLAGE: South Mountain	COUNCIL DISTRICT: 8
APPLICANT: Withey Morris, PLC / Jason Morris	

EXISTING:

Mixed Use Agricultural (17.27 +/- Acres)

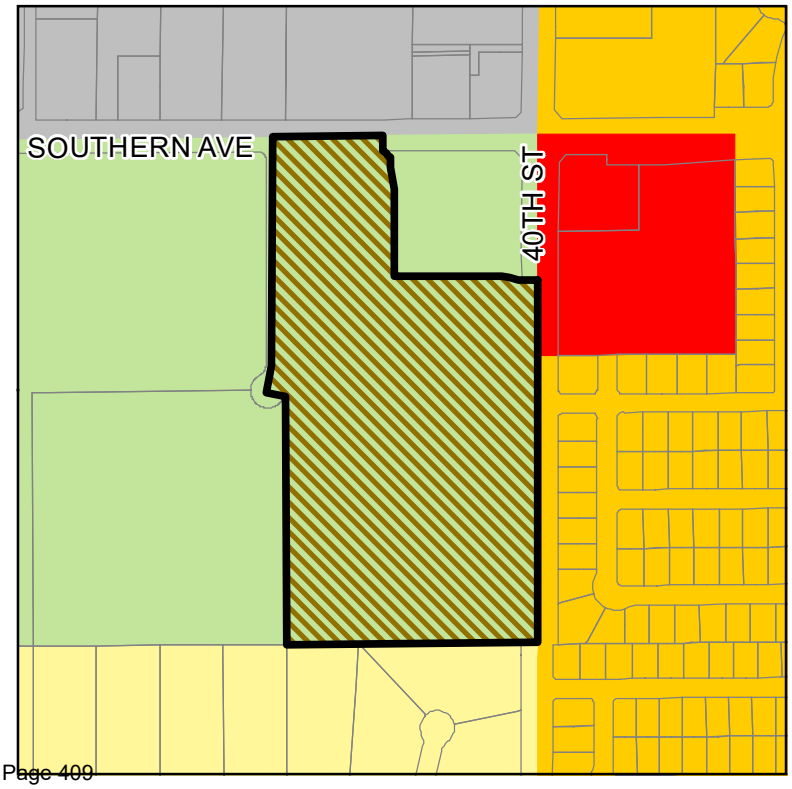
Proposed Change Area
Residential 0 to 1 du/ac
Residential 3.5 to 5 du/ac
Commercial
Mixed Use Agricultural
Commerce / Business Park



PROPOSED CHANGE:

Mixed Use Agricultural & Residential
10-15 du/ac (17.27 +/- Acres)

Proposed Change Area
Mixed Use Agricultural & Residential 10-15 du/ac



Attachment C

South Mountain
VILLAGE PLANNING COMMITTEE

Village Planning Committee Meeting Summary
GPA-SM-1-20-8

Date of VPC Meeting	February 9, 2021
Request	To amend the General Plan Land Use Designation on approximately 17.27 acres **from** Mixed Use Agricultural **to** Mixed Use Agricultural and Residential 10-15 du/acre.
Proposed Use	Residential (including multifamily) and other permitted uses in the Mixed Use Agricultural District.
Location	Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
VPC Recommendation	Continuance to March 9, 2021 meeting
VPC Vote	17-0; None in dissent.

VPC DISCUSSION & RECOMMENDED STIPULATIONS:

Agenda items 8 and 9 were heard together an moved up in the agenda to be discussed out of order.

8) **GPA-SM-1-20-8 (Companion Case Z-35-20-8):** Presentation, discussion and possible recommendation on a request to amend the General Plan Land Use Map Designation on approximately 17.27 acres located approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue **from** Mixed Use Agricultural **to** Mixed Use Agricultural and Residential 10 to 15 dwelling units per acre to allow residential (including multifamily) and other permitted uses in the Mixed Use Agricultural Zoning District.

9) **Z-35-20-8 (Companion Case GPA-SM-1-20-8):** Presentation, discussion, and possible recommendation regarding a request to rezone approximately 17.27 acres located approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue **from** S-1 BAOD (Ranch or Farm Residence District, Baseline Area Overlay District) and C-2 BAOD (Intermediate Commercial District, Baseline Area Overlay District) **to** PUD BAOD (Planned Unit Development, Baseline Area Overlay District) to allow residential (including multifamily) and other permitted uses in the Mixed Use Agricultural Zoning District.

29 requests to speak from members of the public were received regarding these two cases. 10 members in opposition and 19 members of the public in support.

Mr. Jason Morris, applicant, introduced himself and requested a continuance to the March 9, 2021 meeting date on agenda items 8 and 9 to allow for further discussion with community members on the proposed project.

Marcia Busching stated that she drafted stipulations regarding the proposal in an attempt to seek compromise and discussed the continuance on the two cases. She would be happy to be involved in future meetings with the community.

Chairwoman Trites has just spoken with Councilman Garcia's office and he will be helping to coordinate a meeting. Anyone who is interested in participating in this meeting, please contact the South Mountain Village Planner. She then asked for a motion, to be followed by public comments.

MOTION – GPA-SM-1-20-8
Mr. Holmerud made a motion to continue case GPA-SM-1-20-8 to the March 9, 2021 meeting. **Ms. Shepard** seconded the motion.

VOTE:
17-0 Motion passes; None in dissent.

MOTION – Z-35-20-8
Ms. Shepard made a motion to continue case Z-35-20-8 to the March 9, 2021 meeting. **Mr. Holmerud** seconded the motion.

VOTE:
17-0 Motion passes; None in dissent.

Trent Marchuk, community member, introduced himself and discussed working toward a shared vision for the future. The neighbors have a lot of energy and sees a path forward, noting that the city has kept the neighborhood compliant with the General Plan. Somos Build BAM is a pro-development resident collective that has supported 4 cases in the recent past. The BAMP gives a guide and looks forward to working with the applicant. The neighbors have worked with projects in the past and he appreciates the opportunity.

Patty McKinstry, community member, discussed the neighborhood demographics and appreciates the opportunity to work with the applicant.

Fabiola Marquez, community member, appreciates the continuance of these cases by the applicant.

All other community members who registered to speak were not connected or unavailable to speak on these two cases.

STAFF COMMENTS REGARDING VPC RECOMMENDATION & STIPULATIONS:

None.

South Mountain
VILLAGE PLANNING COMMITTEE

Village Planning Committee Meeting Summary
GPA-SM-1-20-8

Date of VPC Meeting	March 9, 2021 February 9, 2021(Continued to March 9, 2021)
Request	To amend the General Plan Land Use Designation on approximately 17.27 acres **from** Mixed Use Agricultural **to** Mixed Use Agricultural and Residential 10-15 du/acre.
Proposed Use	Residential (including multifamily) and other permitted uses in the Mixed Use Agricultural District.
Location	Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
VPC Recommendation	Denial
VPC Vote	11-8; Matthew Aguilar, Kassandra Alvarez, George Brooks, Lee Coleman, Joseph Larios, Fatima Said, Muriel Smith and Jennifer Tunning in dissent.

VPC DISCUSSION & RECOMMENDED STIPULATIONS:

56 requests to speak from members of the public were received regarding these two cases. 25 members in opposition and 31 members of the public in support.

Mr. Enrique Bojorquez, staff, introduced himself and provided a joint presentation on these two cases. He discussed the location plus context of the site, modern history of the area, gave an overview of the Baseline Area Master Plan (BAMP), Mixed Use Agricultural (MUA) zoning district and Baseline Area Overlay District (BAOD). He discussed the 2015 General Plan and other policy documents, followed by describing transportation, shopping, educational and recreation opportunities in the area. The existing and requested general plan land use designations under case GPA-SM-1-20-8 were discussed, in addition to the proposed PUD BAOD zoning requested. A summary of the Sanctuary at South Mountain PUD under case Z-35-20-8 was provided, including permitted uses, site plan elements, access and circulation, open space, and conceptual building elevations. He concluded the presentation by providing a staff recommendation on both cases and describing the proposed stipulations for case Z-35-20-8, as presented in the staff report.

Mr. Jason Morris, with Withey Morris, introduced himself as the applicant and discussed the subject site, including the site selection. He discussed the existing

uses and zoning along the intersection of 40th Street and Southern Avenue. An overview of the zoning history of the property and MUA land use designation plus context was provided. He discussed the proposed site plan, noting changes done after the initial submittal of the PUD case. He discussed the general plan amendment request and referenced the Phoenix General Plan. It was noted that 3 residential units would be provided as part of the project limited to 50 percent rent for single-parents, medical workers, formerly incarcerated individuals and teachers in the South Mountain area. The waiving of application fees for those that live and work in the South Mountain Village, plus alternatives to traditional background checks would be offered to potential renters. The Housing Phoenix Plan was discussed, then noting support for these cases. He concluded by providing an overview of community outreach efforts conducted and addressed some of the concerns raised to the proposal.

Tamala Daniels loves the look and feel of the project but feels that this location is not appropriate for the area.

Marcia Busching asked if the applicant was willing to stipulate or add to the PUD the housing elements described in the presentation pertaining to rent caps, fee waivers and alternative background checks.

Mr. Morris agreed with adding these as stipulations to the proposal.

Mr. Bojorquez, staff, noted that unfortunately these housing elements cannot be enforced by the city of Phoenix as stipulations part of the PUD case.

Gene Holmerud asked why the land zoned S-1 to the southwest of the site is not part of this development.

Mr. Morris responded that this land is not controlled by his client at the moment.

Greg Brownell asked the following questions:

- If this property was actually MUA, why would a general plan amendment be needed?
- Why not develop the existing site under the existing zoning and why not work with the community?
- Why not develop the existing land use envisioned by the general plan here?

Mr. Morris discussed the community outreach conducted and the meetings held with Councilman Garcia and the community. He discussed the proposal by the Bartlett Heard community shared with him.

Shelly Smith discussed the location of the site and asked why the site needs to be buffered from adjacent uses and existing neighborhoods.

Mr. Morris discussed an example of a similar community in the Tramonto PCD.

Twanna Ray asked for clarification on the number of units subject to the proposed reduced rent.

Mr. Morris answered that 3 units would qualify for the reduced rent in all of the development.

Trent Marchuk asked the following questions:

- What specific Phoenix Housing Policy Initiative(s) does this project advance?
- Can you confirm the 251 signatures submitted in support are legitimate?

Mr. Morris responded that the project brings housing that is affordable to the area and confirmed the information submitted to the committee was accurate.

Trent Marchuk responded that the City of Phoenix represented to the residents that no specific Phoenix Housing Policy Initiative is advanced through this project, referencing an email dated Dec 17, 2020.

Matthew Aguilar asked for a clarification on the presentation provided.

Chairwoman Trites opened the public comment portion of the meeting.

22 members of the public in opposition to these cases donated time to Patty McKinstry to speak on their behalf. One member of the public donated time to Robert Underwood to speak in opposition to these cases on his behalf. One member of the public, Bereket Gebre, did not register to speak in opposition ahead of the meeting but provided comments during the meeting.

Patty McKinstry, property owner in the area, introduced herself and asked to provide a presentation to the committee. She mentioned that Somos Build BAM is a pro-development neighborhood collective, listing the number of projects supported in the recent past. She discussed the number of signatures gather in opposition to these two cases from both the South Mountain and Laveen Villages. Three main unresolved concerns remain with the proposal pertaining to density, density transition and precedent to the Baseline Area Master Plan. The Bartlett Heard Ranch Estates neighborhood is racially diverse, representing in its households five different races. She concluded by stating that the proposed general plan amendment needs to stop.

Robert Underwood, property owner and business owner in the area, introduced himself and discussed the statements made by Mr. Jason Morris, history of the site and the existing zoning. He opposes an increase in density as proposed as he lives and works in the area. This proposal would hurt the quality of life in the area and

will affect his business. He is pro-development and discussed the proposal, asking the committee to recommend a denial of the cases.

Clottee Hammons introduced herself and discussed the history of South Phoenix and Arizona. She discussed solutions to end homelessness and the history of the area.

Bereket Gebre, landowner in the area, is in opposition to the project and does not see or perceive racism in the area. The landowner does not have the amount of support claimed during their presentation.

31 members of the public requested to speak in support.

Shawnece Gains introduced herself, she lives in the area and likes that new opportunities will be available for young adults thus she supports the project.

Joe Angel Solozario introduced himself and discussed the property along with new housing plus business opportunities in the area.

Kelly Kwok supports this project due to equitable housing proposed.

April McCue supports project as it involved the community and engaged with minority groups, waiving application fees and including some reduced rent for units. She discussed the link between homeless and incarceration, asking for an approval of the project.

Vanessa DiCarlo discussed criminalization, urban revitalization pricing people out of areas and racial disparities in the population.

Jisso Kim supports the project due to affordability levels proposed. We should be lucky to bring this proposal to life. Discussed issues faced by underserved populations. Put people over property and approve this project.

Camille Johnson has family who lives in South Phoenix and discussed gentrification history of the area including redlining and displacement of residents. South Phoenix was created by “white people” who did not want the “wrong-kind of people” in the neighborhoods much like the opposition. She supports this proposed development.

Karen Olson supports the project and discussed the benefits of the proposal.

B Thoi discussed current social issues and the need for safe and stable housing to help address homelessness. The issues raised by the opposition were addressed and supports this proposal.

Anesia Groves grew up in South Phoenix and discussed incarceration and housing displacement issues. She was unable to move back into her neighborhood after leaving years ago. She supports the proposed development due to the concessions made by the applicant. South Phoenix is a point of pride, and she does not want to hear white or black committee members tell her where she can live.

Chairwoman Trites asked Ms. Groves to keep her comments respectful.

Analise Ortiz supports the project and discussed formerly incarcerated plus homeless-related issues. The community needs more similar projects.

Helen Mendizabal supports the project and discussed formerly incarcerated issues.

Greg Linaman has a business in the area and 110 employees who live across the valley and could benefit by relocating nearby. He discussed the history of land development in the area, cost of land and concerns with the project. He mentioned that there is a housing crisis and there is a need for more housing units, thus supports the development.

Hana Heman discussed historical segregation patterns in Phoenix supported by policies. This development will help break the violence of housing segregation. This project should be a model for other developments. Supports the project due to housing opportunities it provides and disagrees with the concerns from the opposition. The committee Chair ran the meeting unfairly, bending the rules for white supremacists. The supporters of this case were not given the same opportunity to provide a presentation as those in opposition were.

Ryan Boyd, with Urban Phoenix Project, supports the project as it is appropriate and significant for the area.

Ronnie Wollenzier supports the project as it promotes desegregation and decriminalization. He discussed shelter needs and policies related to homelessness.

Richard Crews, with the Human Services Campus, discussed the history of segregation in the city and housing segregation of minority populations. If “white people” were to be living in this project, there would be no issue. Racism is about bias enacted through policy and hopes that committee members will not be agents of white supremacy.

Tremikus Muhammad discussed housing segregation in place and the need for housing units in Phoenix. There is a racist mindset against this project. He supports this project and addressed the statements by the opposition.

Beth Hintze is the owner of the land and stated that this project addresses housing needs. She discussed the history of the site pertaining to citrus trees, previous PUD proposals on this land that were subsequently withdrawn or did not move forward.

Rafael Delgado, Felicia Castro, Denstiny Gaines, Maya Dobbs, Ruth Pina, Leticia Gonzales, Ariana Fernandez, Brandon Valentin, Paris Moore, Naqiy McMullen and Grace Logan registered to speak in support of these two cases but were not connected during the meeting or could not be identified by staff.

Committee member Martin Hayime Monge Kotake left the meeting at 9:30pm bringing the quorum to 19 members.

Mr. Morris stated that the applicant has earned the support and the project can make the South Mountain Village a little better. He referenced the staff recommendation of approval and community support for this project.

Matthew Aguilar stated that there were some disrespectful behaviors or comments during the meeting. He discussed the general plan elements of Health, Prosperity and Environment, plus addressed housing and health needs.

Kassandra Alvarez stated that the developer tried to work with the opposition, and he addressed everything that was asked for including working with the community.

Greg Brownell stated that the housing data provided by the city before the meeting tonight shows a partial reality of the South Mountain Village. This project is not affordable development and discussed the historical representation of the area and broader village issues.

Marcia Busching stated that the location of the project is a big deal. She discussed the appropriateness of the site and another site in the vicinity of similar characteristics. The enforcement of voluntary fee waivers and rent caps is an issue as well.

Lee Coleman agrees with Marcia’s comments and the applicant’s voluntary commitments as part of the proposal.

Amelia Garcia thanked the developers and will support the project if it develops as proposed.

Gene Holmerud agrees with Lee’s comments.

Joseph Larios addressed racial disparities and how every development addresses these concerns on housing. He asked the applicant whether they would be willing to stipulate these voluntary restrictions related to housing as part of the zoning case.

Mr. Morris responded that they would be willing to stipulate these voluntary stipulations and intends to have a private agreement to enforce these.

Trent Marchuk discussed the Ethics Handbook and he has no conflict of interest voting on this project. He discussed the main concerns of the neighborhood to this project as pertaining to the density, density transition, and the precedent to the General Plan. The applicant has introduced an artificial polemic and misrepresented the opposition to galvanize rather than work with the neighbors. The adjacent neighborhood is pro-development and has made concessions in their negotiation position willing to creatively density beyond the legal hard zoning, while the applicant has remained intractable. An email dated February 4, 2021 provides an analysis of the 251 support signatures submitted by the applicant which were found to contain multiple discrepancies, including one purported forgery and other documented misrepresentations. The existing stipulations on the C-2 zoned portion of the site preclude residential development, while any change to those stipulations must be discussed by the South Mountain Village Planning Committee. This project is not affordable housing and nearby comparable units go for a 20-percent premium over average rent within a two mile radius. A broker who regularly lends to this product type classified this specific proposal as “predatory development”.

Twanna Ray discussed her background and the 3 residential units proposed by the applicant as few in comparison to the community needs. Other developments were discussed.

Fatima Said discussed the general plan analysis and benefits of the project. She disagrees with some of the comments shared by some committee members.

Kay Shepard asked that the site location be considered and whether the zoning is also appropriate here. She does not support the project due to the location.

Muriel Smith will support the project but will keep an eye-out to ensure an implementation of the voluntary housing elements proposed by the applicant.

Shelly Smith addressed diversity in South Phoenix and the potential for renters in this community to be out-of-state.

Jennifer Tunning discussed other projects in the Village and the benefits of the voluntary stipulations proposed by the applicant.

Emma Viera agrees with some of the comments made but would like to hear from the most-affected residents and asked for the rental rates. She sees a lot of families facing eviction in the community and is concerned about housing.

Hannah Bleam, with Withey Morris, responded that the development is not affordable housing per HUD standards, but is market-rate for the area.

Tamala Daniels lives in South Phoenix and her family has history there. She supports a mix of housing types and discussed issues with the Federal Housing Act. She does not support the project due to the location.

Patti Trites discussed her background and agrees with some of the comments made by Marcia Busching and Tamala Daniels. She has talked with residents in the area about these two cases.

Matthew Aguilar disagrees with some of the comments made by some committee members and referenced comments made by Clottee Hammons. Discussed issues with finding available affordable housing and believes that Greg Brownell should no longer serve in the South Mountain VPC. Does not agree with the appointment of Trent Marchuk made by Council District 6 to the South Mountain VPC.

Twanna Ray attended some of the meetings hosted by Council District 8 with the applicant and the community. Does not feel that the applicant worked with the community on this proposal.

Trent Marchuk discussed his involvement with the community and his appointment by Council District 6 to the South Mountain VPC. He plans to participate in future meeting as a community member not a member of the South Mountain Village Planning Committee.

Chairwoman Trites asked for a motion and a second on both cases.

MOTION – GPA-SM-1-20-8
Ms. Busching made a motion to deny case GPA-SM-1-20-8. **Lee Coleman** seconded the motion.

VOTE:
11-8 Motion passes; Matthew Aguilar, Kassandra Alvarez, George Brooks, Amelia Garcia, Joseph Larios, Fatima Said, Muriel Smith, and Jennifer Tunning in dissent.

MOTION – Z-35-20-8
Ms. Busching made a motion to deny case Z-35-20-8. **Mr. Holmerud** seconded the motion.

VOTE:
12-7 Motion passes; Matthew Aguilar, Kassandra Alvarez, George Brooks, Amelia Garcia, Joseph Larios, Fatima Said, and Jennifer Tunning in dissent.

STAFF COMMENTS REGARDING VPC RECOMMENDATION & STIPULATIONS:

None.

Attachment D

REPORT OF PLANNING COMMISSION ACTION
March 4, 2021

ITEM NO: 7	
	DISTRICT NO.: 8
SUBJECT:	
Application #:	GPA-SM-1-20-8 (Companion Case Z-35-20-8)
Location:	Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
From:	Mixed Use Agricultural
To:	Mixed Use Agricultural / Residential 10 to 15 dwelling units per acre
Acreage:	17.27
Proposal:	A mix of Mixed Use Agricultural and Residential 10 to 15 dwelling units per acre.
Applicant:	Jason Morris, Withey Morris, PLC
Owner:	John C. Oertle, Jr.; Lisa Kay Oertle-Mel, et al
Representative:	Jason Morris, Withey Morris, PLC

ACTIONS:

Staff Recommendation: Approval.

Village Planning Committee (VPC) Recommendation:
South Mountain 2/9/2021 Continued. Vote: 17-0.
South Mountain 3/9/2021 Pending.

Planning Commission Recommendation: Continuance to the April 1, 2021 Planning Commission Hearing, without fee.

Motion Discussion: N/A

Motion details: Commissioner Howard made MOTION to continue GPA-SM-1-20-8 to the April 1, 2021 Planning Commission hearing, without fee.

Maker: Howard
Second: Johnson
Vote:9-0
Absent: None
Opposition Present: No

Findings: Continuance granted to allow the Village Planning Committee to provide a recommendation.

This publication can be made available in alternate format upon request. Please contact Tamra Ingersoll at (602) 534-6648, TTY use 7-1-1.

REPORT OF PLANNING COMMISSION ACTION
April 1, 2021

ITEM NO: 5	
	DISTRICT NO.: 8
SUBJECT:	
Application #:	GPA-SM-1-20-8 (Companion Case Z-35-20-8)
Location:	Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
From:	Mixed Use Agricultural
To:	Mixed Use Agricultural/Residential 10-15 dwelling units per acre
Acreage:	17.27
Proposal:	A mix of Mixed Use Agricultural and Residential 10 to 15 dwelling units per acre.
Applicant:	Jason Morris, Withey Morris, PLC
Owner:	John C. Oertle, Jr.; Lisa Kay Oertle-Mel, et al.
Representative:	Jason Morris, Withey Morris, PLC

ACTIONS:

Staff Recommendation: Approval.

Village Planning Committee (VPC) Recommendation:
South Mountain 2/9/2021 Continued. Vote: 17-0.
South Mountain 3/9/2021 Denial. Vote: 11-8.

Planning Commission Recommendation: Approval, per the recommendation in the staff report.

Motion Discussion: Commissioner Busching made a MOTION to deny GPA-SM-1-20-8, per the South Mountain Village Committee recommendation. Commissioner Gaynor made a second to the MOTION. Chairperson Shank asked for a vote. The vote failed with a 2 to 6 vote. Commissioner Howard then made a MOTION to approve GPA-SM-1-20-8, per the recommendation in the staff report.

Motion details: Commissioner Howard made a MOTION to approve GPA-SM-1-20-8, per the recommendation in the staff report.

Maker: Howard
Second: Gorraiz
Vote: 6-2
Absent: Johnson
Opposition Present: Yes

Findings:

1. The subject site exceeds 10 acres, which requires a minor General Plan Amendment to the Land Use Map.

2. The proposed General Plan Land Use Map designation of Residential 10 to 15 dwelling units per acre and Mixed Use Agricultural is compatible with the surrounding land use pattern and the proposed standards within the Development Narrative of the companion PUD case, Z-35-20-8.

3. The subject site is immediately adjacent to two aerial streets, 40th Street and Southern Avenue, that serve as major transportation corridors for this part o the city.

4. The proposal will allow for additional housing choices at the intersection of two arterial streets. The companion PUD includes standards that ensure consistency in scale and character as well as appropriate transitions for adjacent single-family zoned property.

This publication can be made available in alternate format upon request. Please contact Tamra Ingersoll at (602) 534-6648, TTY use 7-1-1.

Attachment E

CITY OF PHOENIX
PLANNING AND DEVELOPMENT DEPARTMENT

FORM TO REQUEST PC to CC **I HEREBY REQUEST THAT THE CC HOLD A PUBLIC HEARING ON: May 5, 2021**					
APPLICATION NO/ LOCATION:	**Z-35-20-8 (Companion Case GPA-SM-1-20-8) (Sanctuary at South Mountain PUD)** Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue	***(SIGNATURE ON ORIGINAL IN FILE)***			
		opposition	**x**	**applicant**	
APPEALED FROM:	PC 4/1/2021	3731 East Saint Anne Avenue Phoenix, AZ 85042			
	PC DATE	*STREET/ADDRESS/CITY/STATE/ZIP*			
TO PC/CC HEARING:	CC 5/6/2021	Trent C. Marchuk 602-499-9594 trentchristopher@gmail.com			
	CC DATE	*NAME / PHONE / EMAIL*			
REASON FOR REQUEST: Multiple unresolved concerns regarding the complexity of the location that have yet to be addressed in the applicant's narrative nor in the site plan, which the City Planning Department has referred to multiple times as unreliable itself (site plan reference). Ninety-five percent (95%) of neighbors, represents 135+ adjacent and contiguous acres do not agree with the proposed land use as currently stated.					
RECEIVED BY:	Michael Pierce	**RECEIVED ON:**		4/7/2021	

Alan Stephenson
Joshua Bednarek
Tricia Gomes
Racelle Escolar
Stephanie Vasquez
Leah Swanton
Vikki Cipolla-Murillo
Ra'Desha Williams
Village Planner
Samantha Keating
Paul M. Li
GIS
Applicant

City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

CITY OF PHOENIX

APR 07 2021

Planning & Development Department

The **PLANNING COMMISSION** agenda for **April 1, 2021** is attached.

The **CITY COUNCIL** may approve the recommendation of the Planning Commission without further hearing **unless**:

1. A **REQUEST FOR A HEARING** by the **CITY COUNCIL** is filed within seven (7) days.

   There is a $630.00 appeal fee for hearings requested by the applicant, due by 5:00 p.m. **April 8, 2021**.

   Any member of the public may, within seven (7) days after the Planning Commission's action, request a hearing by the City Council on any application. If you wish to request a hearing, fill out and sign the form below and return it to the Planning and Development Department by 5:00 p.m., **April 8, 2021**.

2. A **WRITTEN PROTEST** is filed, no later than seven (7) days after the Planning Commission's action, which requires a three-fourths vote. A written protest will require a three-fourths vote of the City Council to approve a zoning change when the owners of at least 20 percent of the property by area and number of lots, tracts, and condominium units within the zoning petition area have signed the petition. The zoning petition area includes both the area of the proposed amendment, and the area within 150 feet of the proposed amendment, including all rights-of-way. For condominium, townhouse and other types of ownership with common lands, authorized property owner signatures are required. Please see Planning and Development Department Staff for additional information prior to gathering signatures.

   To require a three-fourths vote of the City Council for approval, a written protest for applications on this agenda must be filed with the Planning and Development Department by 5:00 p.m. **April 8, 2021**.

   The Planning and Development Department will verify ownership by protestors to determine whether or not a three-fourths vote will be required.

3. A **CONTINUANCE** is granted at the **PLANNING COMMISSION**. In the event of a continuance, there is an $830.00 fee due from the applicant within fourteen (14) days, by 5:00 p.m. **April 15, 2021**.

FORM TO REQUEST CITY COUNCIL HEARING

I HEARBY REQUEST THAT THE CITY COUNCIL HOLD A PUBLIC HEARING:

Z-35-20-8 / GPA-SM-1-20-8
APPLICATION NO.

Approximately 340 feet west of southwest corner of 40th St and Southern Ave
LOCATION OF APPLICATION SITE

4/1/2021 -PC
DATE APPEALED FROM

☒ OPPOSITION
☐ APPLICANT

Michael Pierce
PLANNER (PLANNER TAKING THE APPEAL)

BY MY SIGNATURE BELOW, I ACKNOWLEDGE CITY COUNCIL APPEAL:

Trent Marchuk
PRINTED NAME OF PERSON APPEALING

Trent C Marchuk
SIGNATURE

3731 East Saint Anne Ave
STREET ADDRESS

7 Apr 2021
DATE OF SIGNATURE

Phoenix, AZ 85042
CITY, STATE & ZIP CODE

(602) 499-9594
TELEPHONE NO.

trentchristopher@gmail.com
EMAIL ADDRESS

REASON FOR REQUEST
Multiple unresolved concerns regarding the complexity of the location that have yet to be addressed in the Applicant's narrative nor in the site plan - which the City Planning Department has referred to multiple times as unreliable itself (site plan). 95% of neighbors, representing 135+ adjacent & contiguous acres do not agree with the proposed land use as currently stated. reference

APPEALS MUST BE FILED IN PERSON AT 200 WEST WASHINGTON, 2ND FLOOR, ZONING COUNTER

February 9, 2021

Torre Alta Enterprises
2140 E. Thomas Rd.
Phoenix, Az 85016

RE: Zoning case # Z-35-20 The Sanctuary at South Mountain

To City of Phoenix and

To whom it may concern,

I own parcel 122-79-018C located on the west border of the subject property Parcel numbers 122-79-019B and 122-79-019C. I have received information regarding the zoning case Z-35-20. I approve of and am in favor of the Planned Unit Development known as "The Sanctuary at South Mountain." This beautiful residential single family rental home development will be an enhancement to our South Mountain Community. I believe it will bring much needed jobs and fulfill housing needs in Phoenix. Please accept my signature of approval below.

Sincerely,

Pedro Marquez

Pedro Marquez

Torre Alta Enterprises

From: Corey Caulkins
To: Enrique A Bojorquez-Gaxiola
Subject: SMVPC Meeting - Agenda Item #9 Written Comment
Date: Tuesday, March 9, 2021 2:52:03 PM

Hello,

I am unable to attend the planning meeting today to make a public comment, but I submit to you the below written comment.

I would like to advocate on behalf of **Agenda Item #9 - 40th St. & Southern Ave Project (GPA-SM-1-20-8)**. Though Black folks only constitute 5% of Arizona residents, they constitute 18% of people in jail and 14% of people of prison. This disproportionate impact is a result of a legacy of racism and white supremacy, and it contributes to a cycle of housing violence where formerly incarcerate Black community members are excluded from stable housing.

As both a resident of the City of Phoenix and member of Sunrise Movement Phoenix, I know that affordable, stable housing is a basic human right and that until all of my neighbors in this city have access to it, we are failing as a community.

The only way to break cycles of housing violence is for developers to follow the leadership of directly impacted people, because those closest to the problem are closest to the solution. I support this project, and hope to see more examples of developers listening to those most marginalized.

Thank you for your time,
Corey Caulkins
Phoenix, AZ 85015

Attachment G

From:	Trent Marchuk
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; Somos BuildBam
Subject:	Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Wednesday, February 3, 2021 1:27:33 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,
Trent Marchuk
3731 E Saint Anne Ave
Phoenix, AZ 85042

From:	alain brunet
To:	Enrique A Bojorquez-Gaxiola
Subject:	Subject: 2/9/21 SMVPC Meeting
Date:	Monday, February 8, 2021 11:35:08 AM

Hi Enrique, Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8).
Been resident of this "gem" for 33 years it will be damaging to change the rural character of South Phoenix to a “city dortoir “
for the profit of fews that don’t even live here.
Thanks,
Alain Brunet

Sent from Mail [go.microsoft.com] for Windows 10

From:	FABIOLA MARQUEZ
To:	Mayor Gallego; Council District 1 PCC; Council District 2 PCC; Council District 3 PCC; Council District 3 PCC; Council District 4; Council District 5 PCC; Council District 6 PCC; Council District 7 PCC; Council District 8 PCC; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola
Subject:	Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Saturday, February 6, 2021 4:50:01 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,
Alonso and Fabiola Marquez
6409 S. 39th Pl.
Phoenix, AZ 85042

Sent from Mail [go.microsoft.com] for Windows 10

From:	Bernadette Miranda
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola
Cc:	somosbuildbam@gmail.com
Subject:	Opposition to Proposal at 40th St& Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Friday, February 5, 2021 3:58:09 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal. Thank you for your help.

Kind regards,

Sent from my mobile phone.

Angel and Bernadette Miranda
4536 E Saint Catherine Ave
Phoenix, AZ 85042
602 721-0525

From: Bernadette Miranda
To: Enrique A Bojorquez-Gaxiola
Subject: Project on 40th Street/Southern
Date: Monday, February 8, 2021 9:30:33 AM

Good morning Enrique,

We would like to formally request that we please be registered as opposing to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8).

Please let us know if you have any questions. Thank you for your help!

Sent from my mobile phone

Kind regards,

Angel and Bernadette Miranda
4536 E Saint Catherine Ave
Phoenix, AZ 85042
602 721-0525

From: April Hodges
To: Enrique A Bojorquez-Gaxiola
Cc: April Hodges
Subject: 2/9/21 SMVPC Meeting
Date: Monday, February 8, 2021 11:45:23 AM

2/9/21 SMVPC Meeting

Hi Enrique, Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8). Thank you!

April Hodges
General Nursery Manager

3815 E. Southern Avenue Phoenix, AZ, 85040
P 602.437.5194 **F** 602.437.4719
Arid Solutions Nursery [aridsolutionsnursery.com]



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Bereket Gebre-Egziabher, PharmD
6642 S. 38th Street
Phoenix, AZ 85042

February 8th, 2021

Re: Opposition to Case Z-35-20-8

Dear South Mountain Village Planning Committee (SMVPC) members:

It was during 2019 meeting at South Mountain Community College I expressed my opposition - along other homeowners, businesses and *Awakening Seed School* founder, for lack of transparency to the proposed plan with zoning change. ***And - at time - your compassionate and ushered guidance was engagement and direct communication with the community was the step that should be undertaken to continue the request***.

Today - altogether, the steps that were taken to get to this point negates the very advice that was given by this committee two years ago; it is indeed a stark departure from that note. The dissatisfaction of the community should NOT be ignored and we are compassionately upset and ask your guidance - once again - to do what is right - **"honesty and transparency"**. This process was run through unwillingness to work with the homeowners, businesses and schools that are in a close proximity of the intended project. ***We became the underdogs as our concerns were salvaged in the process; our existence didn't matter to this date*** - I believe this is not the spirit of this committee members presence and commitment for South Phoenix.

It is shockingly sad how the petition was collected by the landowner and/or the agent(s). Where is that engagement that involved all stakeholders in the area? Meanwhile, Councilmember Carlos Garcia scheduled a virtual meeting to create communication line; however, we were told the landowner cancelled the meeting and will reschedule towards the end of February but we proceeded the meeting and expressed our concern. How can anyone believe transparency when there is a planned engagement with *Planning Committee on 02.09.21*; *Planning Commission on 03.04.21*; and with *City Council on 04.07.21* but not with the neighbors?

The proposed project can easily be done north of Southern Ave - where zoning change is NOT required - where high density rental units such as *Esteban Park Apartments* and *Parc Fontain Luxury Apartments* exist. ***I don't know anyone in this neighborhood who wants this land to be empty but it should never be a one-way project by ignoring the existence of others.*** Despite the long standing concerns and efforts, we didn't matter to landowner and the high-powered firm; however, we do matter. **The pandemic should NOT be used to expedite this tedious and cumbersome process by ignoring the core principle - the incorporation of genuine engagement of all stakeholders.** Does money and power override our basic approach? What about the homeowners, businesses and schools without high-power legal representation? Yet, we do matter to bring a positive change that South Phoenix can benefit. I oppose Agenda #8 (Case Z-35-20-8) unequivocally and I continue to request your assistance to guide this process with inclusiveness and transparency to bring collective ingenuity for a better outcome as we matter in this process - or any aspiration of the landowner future endeavor as long as rezoning request is on the agenda. Where is the inclusiveness? **We do matter**.

Sincerely,

Bereket Gebre-Egziabher, PharmD

From: Bereket Gebre-Egziabher
To: Enrique A Bojorquez-Gaxiola; Trent Marchuk
Subject: Re: Case File: Z-35-20-8 SANCTUARY AT SOUTH MOUNTAIN PUD
Date: Tuesday, February 9, 2021 8:04:40 PM
Attachments: image001.png

Good evening Enrique:

I am glad to have heard the "Continuance"; however, I have to get ready for work and miss this golden opportunity to speak - and please know that your accommodation meant a lot to me and the community. Is it possible to share this with Madam chair and all respected members:

1. "Inclusiveness, Engagement and Mutually Accepted Development Plan" as our concerns and existence was salvaged until the 11th hour.

2.I will echo from my letter on May 2nd, 2019 - that we all deserve **"accurate and verifiable data"** in addressing petition signature and percentage reported for or against for future plan - if the landowner still request variance.

Again, I will echo from my letter on September 8th, 2020

"We have to be keen about our interest to have honest and transparent path from the grassroots - which means the community at the Heard Ranch should be the focal and initial point of this journey; it should be a joint venture to make South Phoenix a vibrant community in an effort to bring about positive change that will benefit every stakeholder."

Again, I will recite my letter on February 8th, 2021

"I don't know anyone in this neighborhood who wants this land to be empty but it should never be a one-way project by ignoring the existence of others. .....The pandemic should NOT be used to expedite this tedious and cumbersome process by ignoring the core principle - the incorporation of genuine engagement of all stakeholders."....Wd do matter. "

Madam chair and members of this community, we appreciate your guidance and compassion on it as we matter in the process and our existence in this matter.

Sincerely,

Bereket Gebre-Egziabher

From: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Sent: Monday, February 8, 2021 9:16 PM
To: Bereket Gebre-Egziabher <bereket68@hotmail.com>
Subject: RE: Case File: Z-35-20-8 SANCTUARY AT SOUTH MOUNTAIN PUD

Good afternoon Bereket,

Thank you for your additional comments in regards to these two cases. I will add it to the case file and will share it with the public bodies that will hear these cases over the next few months.

Thank you again,

Enrique Bojórquez-Gaxiola
Planner II – Village Planner
City of Phoenix
Planning & Development Department
Long Range Planning
200 W. Washington Street
Phoenix, AZ 85003
Office: (602) 262-6949



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: Bereket Gebre-Egziabher <bereket68@hotmail.com>
Sent: Monday, February 8, 2021 1:01 PM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Subject: Re: Case File: Z-35-20-8 SANCTUARY AT SOUTH MOUNTAIN PUD

Good afternoon Enrique:

It is very kind and I do appreciate your unwavering transparency in this process. Would you register my opposition along with the attached letter?

Have a good day and be safe!

Sincerely,

Bereket Gebre-Egziabher

From: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Sent: Monday, February 8, 2021 7:43 PM
To: Bereket Gebre-Egziabher <bereket68@hotmail.com>
Subject: RE: Case File: Z-35-20-8 SANCTUARY AT SOUTH MOUNTAIN PUD

Good afternoon Bereket,

How are you? All is well with me (thank you for asking). Yes, I have now registered you to speak on these two cases to be heard tomorrow, February 9th by the South Mountain VPC. The meeting starts at 6pm, but since we have many agenda items before these two cases it is difficult to know the time at which this case will be presented.
However, I am going to add your name towards the top of the speaker list due to your conflict with work so that we can hopefully get to hear your comments before work.

Please let me know if questions arise.

Thank you,

Enrique Bojórquez-Gaxiola
Planner II – Village Planner
City of Phoenix
Planning & Development Department
Long Range Planning
200 W. Washington Street
Phoenix, AZ 85003
Office: (602) 262-6949



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: Bereket Gebre-Egziabher <bereket68@hotmail.com>
Sent: Friday, February 5, 2021 9:06 AM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Cc: Neighbor - Trent Marchuk <Trentchristopher@gmail.com>
Subject: Re: Case File: Z-35-20-8 SANCTUARY AT SOUTH MOUNTAIN PUD

Good morning Enrique:

How have you been? May I ask to have time allocated to speak in the upcoming agenda item regarding Z-35-20-8 Re-zoning?

I do hope that our agenda item will be early as I have to be at work at 9 pm.

Have a good day and be safe!

Sincerely,

Bereket Gebre-Egziabher

> On Nov 12, 2020, at 9:50 AM, Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov> wrote:
>
> Thank you Bereket! I appreciate the feedback on the process. We will continue with our communication and making sure everyone who wants to comment gets to do so.
>
> Let me know if questions arise.
>
> Regards,
>
> **Enrique Bojórquez-Gaxiola**
> Planner II – Village Planner
> City of Phoenix
> Planning & Development Department
> Long Range Planning
> 200 W. Washington Street
> Phoenix, AZ 85003
> **Office:** (602) 262-6949
>
> <image001.png>
>
> ***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: Bereket Gebre-Egziabher <bereket68@hotmail.com>
Sent: Tuesday, November 10, 2020 8:48 PM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Subject: Re: Case File: Z-35-20-8 SANCTUARY AT SOUTH MOUNTAIN PUD

Good evening Enrique:

Thank you for the reply and I was able to attend the meeting. Please know that I - along my family, appreciate your presence and transparent communication and your hard work.

Sincerely,

Bereket Gebre-Egziabher

From: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Sent: Tuesday, November 10, 2020 5:30 PM
To: Bereket Gebre-Egziabher <bereket68@hotmail.com>
Cc: Trent Marchuk <trentchristopher@gmail.com>
Subject: RE: Case File: Z-35-20-8 SANCTUARY AT SOUTH MOUNTAIN PUD

Good morning Bereket,

How are you? All is well with me (enjoying the weather these past few days). I have registered you as a speaker for tonight's meeting, noting that you are donating your time to Mr. Marchuk.

At the meeting, the VPC Chair will allocate a certain amount of time to Mr. Marchuk given that we have multiple speakers (approx. 8) who donated time to him.

Let me know if questions arise!

Thank you,

Enrique Bojórquez-Gaxiola
Planner II – Village Planner
City of Phoenix
Planning & Development Department
Long Range Planning
200 W. Washington Street
Phoenix, AZ 85003
Office: (602) 262-6949

<image001.png>

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: Bereket Gebre-Egziabher <bereket68@hotmail.com>
Sent: Monday, November 9, 2020 5:18 PM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Cc: Trent Marchuk <trentchristopher@gmail.com>
Subject: Re: Case File: Z-35-20-8 SANCTUARY AT SOUTH MOUNTAIN PUD

Hello Enrique:

How have you been? I do oppose the project on 40th Street and Southern and will attend the meeting. While I attend the meeting, I would like to provide my time for Trent to speak on my behalf.

Thank you and be safe!

Sincerely,

Bereket Gebre-Egziabher

From: Beth
To: Enrique A Bojorquez-Gaxiola
Cc: PDD South Mountain VPC
Subject: Z-35-29-8 & GPA-1-20-8
Date: Monday, February 8, 2021 10:11:29 AM

We are opposed to the above project
We have lived in the Heard Ranch for 38 yrs
This part of South Mountain Village is so special
Tree lined streets, multi purpose trails
Wonderful history of flower gardens, nurseries
Family farms
Along with the South Mountain village planning committee we have been able to preserve the rural feel in this area
This project. “apartments” will have a density that
Is overwhelming!! This property was zoned for 1/2acre lots to complement the surrounding neighbors I feel this would be the best use of the land
The intersection at 40th & Southern is already proven to be a deadly one adding apartments
Would increase the traffic and be very unsafe
Please consider our South Mountain Heritage
Thank you for your time
Beth Holmes & Bill Ramsey
Sent from my iPhone

From: Beth
To: Enrique A Bojorquez-Gaxiola
Subject: 40th St & Southern Z-35-20-8 & GPA SM-1-20-8
Date: Monday, March 8, 2021 5:05:04 PM

We are Very opposed to the development being proposed for the SW corner of 40th St & Southern
Beth Holmes
Bill Ramsey
6601 S 38th St
Phoenix, Az 85042

Sent from my iPhone

From: Beth Postma
To: Enrique A Bojorquez-Gaxiola
Subject: Agenda Item #8: GPA-SM-1-20-8
Date: Tuesday, February 9, 2021 8:35:15 AM
Attachments: image001.png

Dear Enrique, I am a business owner in the neighborhood of this zoning case. I am a wholesale plant nursery at 6623 S. 32nd Street. I signed the petition against this development and I wish to verify this now in this email. Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8).

Thank you,

Beth Postma
(602) 509-7242
www.allseasongrowers.com [allseasongrowers.com]



From: Beth
To: Enrique A Bojorquez-Gaxiola
Subject: 2-35-20-8 & GPA -1-20-8
Date: Monday, February 8, 2021 9:41:19 AM

I oppose this project located 40th St and Southern

Sent from my iPhone

From:	Bill Glover
To:	Enrique A Bojorquez-Gaxiola; PDD South Mountain VPC; Council District 8 PCC; 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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Cc:	somosbuildbam@gmail.com
Subject:	"40th St. and Southern Ave. Z-35-20-8 and GPA-SM-1-20-8"
Date:	Thursday, February 4, 2021 2:10:13 PM

Hello,

My name is Bill Glover. My wife Mary and I are the founders of the Awakening Seed School. I am writing to share my current opposition to the proposed development on the Southwest corner of 40th St and Southern Ave. The Applicant has wholly ignored our voter approved General Plan Land Use of maximum 2 homes per acre as well as the pleas to respect it by the neighbors and citizens who voted for it in many years ago. However, I am hopeful that the Applicant may change their approach and work with the neighbors to resolve our unresolved concerns. Please add this to the official case file for Z-35-20-8 and GPA-SM-1-20-8.

As shown through the below image, Awakening Seed is within 700 feet directly south of the proposed development. Historically, the land west of 40th St and south of Southern Ave has been the agricultural heart of South Phoenix. To the east of 40th St is where the agricultural support buildings were built and so has a very different history and character relative to the west side of 40th St. This can be observed even today through a quick glance at the attached aerial image.

Awakening Seed is an innovative, compassionate learning community that inspires global citizens by fostering curiosity, celebrating uniqueness, and promoting social justice. A central tenet of Awakening Seed is for children to be stimulated academically while simultaneously having daily opportunities to interact with the natural world through imaginative play and gardening.

We searched long and hard for the perfect location to complement our philosophy. We found this perfect location adjacent to what is known as the Mixed Use Agriculture (MUA) District within the larger Baseline Area Overlay District (BAOD) of South Phoenix. We collaborated with the neighbors, we built, and now we successfully operate our school to fit right in with the community ethos. We are a model example that collaboration with the neighbors during planning and development can, in reality, foster long-term success.

Unfortunately, through this single General Plan Amendment and Zoning Application covering roughly just 685,000 sq feet, the entire planning for our broader community across 16,000,000+ sq ft will be imperiled. (According to the county assessor's website.) With The Arbors (already exceeding 50% of the density envisioned for the MUA District) to the west and this project exceeding the envisioned density by 460% to the east, the remnant farmland in between will have precedent to redevelop as high density housing with no accompanying plan to address much needed infrastructure and services nor input from the community. Where irrigation now flows across fertile soil, this project would yield a food desert.

The current General Plan artfully balances the need for development growth with our community's assets to foster the unique character unlike any neighborhood in Phoenix.

And that is what is at stake here.

This is simply the wrong process for such a significant change to the General Plan, especially the destroying of our neighborhood's character and heritage through the precedent caused by rezoning roughly just seventeen gross acres through this proposal.

High density housing itself is not bad. But, what becomes of the Character of our District if it is no longer paying homage to the agrarian heritage of South Phoenix? Our roads and infrastructure in South Phoenix are already overburdened. If this is approved and built without due consideration for the residents of South Phoenix, it is us same residents (including many families of my students) who will be left paying to fix what should never have been broken by this proposal.

Awakening Seed was built trusting in the longstanding planning documents that have guided this community for decades. And we have been extremely successful in following these documents; we have consistently had waiting lists for enrollment.

What this community needs is more schools. We also need more services, especially healthy eating options and more medical providers. We recognize there is a need for rooftops and are open to creative solutions. Unfortunately, the Applicant has repeatedly spurned the neighbors and refuses to incorporate any of our meaningful feedback.

In the spirit of a constructive approach, I ask that the Applicant be given yet another chance to work with the neighbors and incorporate their feedback in a meaningful way. There is a precedent set by the City Planning Department with Gardener's Enclave, considered a model residential PUD in the MUA.

Although I don't mind speaking for myself, I am pleased with the representation given by my concerned neighbors at somosbuildbam.org [somosbuildbam.org] and support their approach.

Thank you,
Bill Glover
Awakening Seed School
6630 S. 40th St., Phoenix, AZ 85042

From: BILL GLOVER
To: Enrique A Bojorquez-Gaxiola
Subject: 2/9/21 SMVPC Meeting
Date: Monday, February 8, 2021 3:50:09 PM

Total opposition to #8 GPA-SM-1-20-8

Sent from my iPhone
Bill Glover

From: Bill Glover
To: Enrique A Bojorquez-Gaxiola
Subject: 40th & Southern
Date: Monday, March 8, 2021 12:15:59 PM

This project belongs elsewhere. Please don't wreck the last Phoenix neighborhood that is of a rural nature.

Sent from my iPhone

From: Bill Randall
To: Enrique A Bojorquez-Gaxiola
Subject: Land use proposal at 40thSt. & Southern
Date: Wednesday, February 10, 2021 9:33:29 AM

Please add me to your list of concerned for this proposal.

Bill Randall 3452 E. Vineyard Rd 602-350-2999

From:	Blake Peterson
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Wednesday, February 3, 2021 2:47:51 PM

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Thanks, Blake

Blake Peterson, CPA
6197 South Rural Suite 102-14
Tempe, Arizona 85283
Phone: 480-829-0509
Fax: 480-829-0055
blakepeterson@cox.net
blakepetersoncpa.com

From: Trent Marchuk [mailto:trentchristopher@gmail.com]
Sent: Wednesday, February 3, 2021 1:48 PM
To: Trent Marchuk <trentchristopher@gmail.com>
Subject: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)

Hi Neighbors,

If you feel passionate about what you read below in the email below, please forward *this entire email string* to the City officials listed below and add your own thoughts in opposition to the project.

Literally, five easy steps will take less than five minutes:

1. Click "Forward" on this email,
2. Copy and Paste the below email addresses into the "To:" field,
3. Add a few words of your own expressing your own opinion about this project,
4. Sign with your **name and mailing address**,
5. Hit send and you've done your part!

mayor.gallego@phoenix.gov, council.district.1@phoenix.gov, council.district.2@phoenix.gov, council.district.3@phoenix.gov,

council.district.4@phoenix.gov, council.district.5@phoenix.gov, council.district.6@phoenix.gov, council.district.7@phoenix.gov, council.district.8@phoenix.gov, SouthMountainVPC@phoenix.gov, enrique.bojorquez-gaxiola@phoenix.gov, somosbuildbam@gmail.com

We need 100+ emails to be organically sent for our voices to be heard. The Applicant has used COVID-19 to silence the neighbors in an attempt to push through an inappropriate project that shifts the costs of the attending consequences to the residents of South Phoenix.

We challenge you to ask at least 3 others who live in the South Mountain Village (between 27th Ave to 48th St and Salt River to South Mountain) to do the same by Sunday, February 7, 2021.

Your sending an email to our elected representatives at this time is absolutely critical.

Thank you,
Trent Marchuk
somosbuildbam.org [somosbuildbam.org]

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Wed, Feb 3, 2021 at 1:27 PM
Subject: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
To: <mayor.gallego@phoenix.gov>, <council.district.1@phoenix.gov>, <council.district.2@phoenix.gov>, <council.district.3@phoenix.gov>, <council.district.4@phoenix.gov>, <council.district.5@phoenix.gov>, Council District 6 PCC <council.district.6@phoenix.gov>, <council.district.7@phoenix.gov>, Council District 8 PCC <council.district.8@phoenix.gov>, <SouthMountainVPC@phoenix.gov>, Enrique Bojorquez <enrique.bojorquez-gaxiola@phoenix.gov>, Somos BuildBam <somosbuildbam@gmail.com>

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be

made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,
Trent Marchuk
3731 E Saint Anne Ave
Phoenix, AZ 85042

From:	Catherine Pliess
To:	Enrique A Bojorquez-Gaxiola
Subject:	Register your opposition to the project at 40th & Southern (Z-35-20-8 and GPA-SM-1-20-8)
Date:	Monday, March 8, 2021 12:31:39 PM

Hi,

I would like to formally register my opposition to the project at 40th & Southern (Z-35-20-8 and GPA-SM-1-20-8. This project is NOT in keeping with the land use as outlined in the Baseline MasterPlan. Personally, I bought in the South Mountain area for the rural and relatively agricultural flavor of the area. For being such a short drive to the downtown, South Mountain offers a connection to the past history of rural Phoenix. This proposed high density rental project will not support this important attribute of Phoenix.

South Phoenix is in many ways a vulnerable area as it currently is made up of many rental and high density areas. Those in rental developments are not property tax payers and often do not have care or long term thoughts on the area and how projects like this negatively affect tax paying homeowners. This project is also a detriment to the heavy traffic already a problem in the area. Baseline Road on a weekday between 1pm and 7pm is often bumper to bumper even in this lower traffic pandemic times, this proposed project that does not conform to the city plan will only make this phenomenon worse. Please respect the Master plan and the property taxpayers of this area. Do not support or approve this plan.

--

Cathie Pliess
480.824.8951

cpliess@gmail.com

From: Curt Gentry
To: Enrique A Bojorquez-Gaxiola
Subject: 2/9/21 SMVPC Meeting
Date: Monday, February 8, 2021 10:40:41 PM

Hi Enrique,

Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8).

Thank you!

Curt Gentry
6415 S 37th St
Phoenix, AZ 85042

From: Curt Gentry
To: Enrique A Bojorquez-Gaxiola
Subject: 40th & Southern Project Opposition
Date: Tuesday, March 9, 2021 9:12:44 AM

Good morning Enrique,

Again, please register my opposition to the project at 40th & Southern. (GPA-SM-1-20-8 and Z-35-20-8)

Thank you for your service to our community.

Blessings!
Curt Gentry
6415 S 37th St
Phoenix, AZ 85042

From:	D in AZ
To:	D M
Subject:	Oppose Z-35-20-8 and GPA-1-20-8!
Date:	Thursday, February 4, 2021 7:04:11 PM

To those who really care about Laveen, I urge you to oppose this proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8).

The community should have a say in what comes in around our homes. There is way too much high density zoning going on and it needs to stop! Our leaders need to represent the people that live here and not the bottom dollar. Laveen is no longer what it used to be and high density coming in everywhere we turn is not what we want.

Please support us in opposing this proposal,

Darcy Meyer
3535 W Bohl St
Laveen, AZ 85339

From: D in AZ
To: Enrique A Bojorquez-Gaxiola
Subject: Opposition to GPA SM-1-20-8 and Z-35-20-8
Date: Sunday, March 7, 2021 6:39:13 PM

Hello, I'd like to register my opposition for GPA SM-1-20-8 and Z-35-20-8 and would like to yield my time to Patty McKinstry.

Darcy Meyer
3535 W Bohl St, Laveen Village, AZ 85339
480-332-4120

From:	David Grimmer
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	Fwd: Please Help: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Wednesday, February 3, 2021 2:54:43 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,
David Grimmer
2631 E Jones Ave
Phoenix, AZ 85040

From: Ol" West
To: Enrique A Bojorquez-Gaxiola
Subject: Opposition to GPA SM-1-20-8 and Z-35-20-8
Date: Sunday, March 7, 2021 9:04:37 PM

Hi, I'd like to register my opposition for GPA SM-1-20-8 and Z-35-20-8 and would like to yield my time to Patty McKinstry.

David Meyer
3535 W Bohl St, Laveen Village, AZ 85339
480-332-4120

From: Deirdre Irvine
To: Enrique A Bojorquez-Gaxiola
Subject: 40th St & Southern property
Date: Friday, March 5, 2021 5:46:41 PM

RE:
GPA SM-1-20-8 and Z-35-20-8.
I would like to voice my opposition to this development. The density is too great. The concept does not fit with the area. This will lead to more appeals to change the zoning down Southern leaving our area forever changed and hemmed in.

We have lived here since 1976. We have lost many things that made it unique. Please let us keep our neighborhood as it is now. This proposal will destroy any privacy. These neighbors will start complaining about the noise of our animals, the smell & more. This project is NOT capable with the Heard Ranch that we have enjoyed for so many years and hope to leave to our children & grandkids!

Please forward this to the Planning Committee. I would like to let Patty McKinstry for us at the March 9,2021 at the SMVP meeting.

Deirdre & Randy Irvine
3802 East Saint Catherine
Phoenix AZ 85042
(602) 437-2688
Sent from my iPhone

From: Evelio Ayala
To: Enrique A Bojorquez-Gaxiola
Subject: 2/9/21 SMVPC Meeting
Date: Monday, February 8, 2021 9:28:05 AM

2/9/21 SMVPC Meeting
Hi Enrique, Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8). Thank you!

Evelio

From: george n bingham II
To: Enrique A Bojorquez-Gaxiola
Subject: OPPOSITION TO 40TH ST & SOUTHERN DEVELOPMENT
Date: Monday, February 8, 2021 9:42:07 AM

Hi Enrique,

Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8).

Thank you!

George N. Bingham II

From:	Greg Brownell
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	40th Street and Southern Avenue
Date:	Friday, February 5, 2021 12:25:25 AM

To whom it may concerns in regard to he parcel under consideration at 40th Street and Southern (GPA-SM-1-20-8 (Companion Case Z-35-20-8) by the South Mountain Planning Commission.

One of the first things you consider in planning (amateur or professional) is that place matters. Here is a little perspective on what this means if you are a Realtor: from the National Association of Realtors Preamble to their Code of Ethics:

"Under all is the land. Upon its wise utilization and widely allocated ownership depend the survival and growth of free institutions and of our civilization. … the creation of adequate housing, the building of functioning cities, the development of productive industries and farms, and the preservation of a healthful environment."

Also, from the current General Plan:

"How is this Plan Different? One of the goals from the very beginning of the PlanPHX Project was to develop a General Plan that was much more user friendly.

A city's natural and built environments are its primary building blocks.

This continued growth, in a still maturing urban landscape, provides Phoenix residents a tremendous opportunity to shape the future of their city like no other place in the world. The General Plan provides a powerful medium for residents to strategize on how the city will grow. Through this General Plan, Phoenix can continue to shape How the natural and built environments take shape for a city are of the utmost importance in determining a city's quality of life.

Going beyond the need to create a document that residents and developers were more likely to use, was the importance of telling the story of what Phoenix wants to be and outlining how it can get there as a city. That's why this updated General Plan is aimed at being a visionary, concise and strategic document.

A city's landscape has a tremendous impact on how it is defined and ultimately what makes it a place people want to call home, visit or conduct business. How the natural and built environments take shape for a city are of the utmost importance in determining a city's quality of life."

As anyone can see, place and history are very important to how we conduct ourselves and how we grow our community. Our physical world, both natural and manmade are vital to the successful growth and well being of our community.

The parcel under consideration at 40th Street and Southern (GPA-SM-1-20-8 (Companion Case Z-35-20-8) has a very long history. Of course, it has been agricultural for at least a few thousand years, most likely it was originally farmed by the Hohokam. Their land was not threatened by sharp attorney's and greedy landowners. In fact, we don't know what happened to them.

But, in the long chain of ownership from Mesquite Bosque, to native hand dug canals, to Hohokam cultivation, to Michael Wormser's land swindles and up to the moment the Bartlett-Heard Land and Cattle Company decided they could exploit the ancient canals and modern irrigation to make more money selling land than growing anything on it, it should be clear this parcel has history.

In recent times, this land was all citrus. It was owned and farmed by John Oertle, Sr. While he owned it, many things were happening around his property. The Heard Ranch development of single family ranchettes was built to the west. These were homes designed for horses, gardens and other agricultural activities. Like Mr. Oertle's property they were pleased with SRP flood irrigation. Mr. Oertle and the Heard Ranch community were all part of a larger farm district which included, the flower farms along Baseline road, cotton fields and tree nurseries.

At that time, new housing development was limited in that area. But, east of 40th Street was

th

rezoned to take advantage of the Tempe School borders (40 Street on the west, Baseline Rd. on the South and Broadway Rd. on the north.) Conveniently, this allowed developers who were concerned by the Roosevelt School System and the kids that went, to put their collective minds and prejudices to rest and start making money. The agriculture that existed at the time disappeared.

To the north of Mr. Oertle's farm, Southern Avenue created another man-made barrier. Even though this area was primarily agriculture for decades, planners had decided this area would be destined to become commercial and higher density housing. And still Mr. Oertle's orchard endured.

There were other stirrings coming from the planning and development community at that time. One result of those "stirrings" was the Raven Golf Course. Another was the Baseline Corridor Mater Plan. For the first time there was real development pressure being put on one of the most unique areas in Metro Phoenix – South Phoenix's unique Farm District. Fortunately, Mr Oertle would not see the impending battles that would be fought to maintain his Farm District. He passed in the 1980's leaving his orchard to his children, John Jr., Kent, Lisa Kay and Beth.

One of the important parts of this story is to remember that the current owners did not purchase this property: they inherited it. Obviously, the four of them couldn't figure out a way to keep it as a farm and they were asking too high a price for the land to make it viable for any farmer to purchase it. Apparently, they were more interested in squeezing money out of the property rather than orange juice. This is understandable; not everyone wants to be a farmer, but at this point they had alternatives. Remember, they were given the land. They could have sold at the market rate for raw land. They could have given it away. The point is they have been trying to add value to the land at the expense of its agricultural history.

By the time the Oertle family presented their first plan to add value to their inheritance, the Base Line Corridor Master Plan had been finished. It extended in its impact from the Mountain to Southern Ave, the northern border of the Oertle property. They wanted to change the zoning on part of the property to commercial from agricultural. Walgreens wanted to build a pharmacy there, so they presented the SMVPC of that time with that proposal. At that time the committee was working on a special zoning called MUA. But that work was not completed, but there was a strong feeling on the committee that there should not be high density commercial at that site. A "Tuesday Night" deal was struck: the Oertle's would be given the commercial zoning on the north end of the property (along Southern Avenue), if the south end of the property was left for low density housing. Renderings of a wonderful commercial hub was presented to the committee. There would be shops and retail all anchored by the Walgreens. It was to be built in two phases with the Walgreens completed fist. They even agreed to maintain the citrus until Phase II was started.

The committee agreed and the Heard Neighborhood reluctantly accepted that compromise.

Just like in the days of Wormser many people feel this was just a sham to get the Walgreens built. No commercial development ever appeared, and the citrus was not maintained. But the Oertles and their attorneys got their money.

A few attempts were made to rent the property to urban farmers, but they all failed to meet the economic needs of the Oertles to farm the property.

The Oertles were unable to exploit the zoning change given to them by the SMVPC. Without discussing the difficulty of dealing with 4 property owners, let's just say, they could not procure a developer.

So, they have repeatedly come back to the Committee and the neighborhood with new plans and ideas. One of the more recent was to develop the remaining property into a commercial park. The neighborhood negotiated in good faith and the SMVPC showed support with some modifications. Again, all that effort just evaporated. Again, it was hard for all the Oertles to agree on what was best for them and this is without adding the burden of considering what would be best for the neighborhood and the Village.

That brings us to now.

The neighborhood has opposed this property being single family rentals from the very first time it was proposed and every time after that. The SMVPC has shown its opposition repeatedly. But here we are again with another high-powered attorney and a complete disregard for this property's history, the traditions of the neighborhood and wishes of the Village. That alone should be enough

to dismiss this project outright. The General Plan of Phoenix passed by more than 70% approval by the City's voters because the City promised that within its many pages existed protection for traditional historic neighborhoods from greedy land owners, relentless developers and high-powered attorneys that have complete access to the Planning Commission and the City Council. Let's hope that our current General Plan is more than just fantasy and a way to get votes.

Also, this product they are proposing is at best experimental. We have approved a similar community closer to Central that is in an area that already has existing multifamily homes and was unopposed by the existing neighborhoods. This product might fill a needed housing niche but as expressed in a recent Business Journal article South Phoenix seems to be a target for this kind of development. The primary reason for this seems to be land that is still relatively cheep in this part of town.

What is wrong with this product: it combines the lack of efficiency and sustainability of the single-family home with the lack of equity creation by its occupant. In other words, the landlord gets the increase in property value while the tenant gets all or most of inconveniences of homeownership with none of the benefits. This is not a type of development that promotes racial and ethnic equity and equality. If we are going to let developers exploit our lower land values let them build for sustainability (apartments and high density construction) or let them build something market rate but affordable so that our community members can share in the future increase in land values.

This land has already been rezoned. Let the landowners do what they can, with what they have, where they are.

I am in opposition to any zoning change on this property.

Greg Brownell 602-290-3300

From: JEAN HOGG
To: Enrique A Bojorquez-Gaxiola
Subject: Proposal for 40th St and Southern, vote 9 Mar.
Date: Monday, March 8, 2021 2:37:46 PM

Sir:

Once again I would like to voice my opposition to this plan as it now stands, and I yield my speaking time to Patty McKinstry.

Thank you for listening and I hope you will give the concerns of the neighborhood full consideration.

Jean Hogg

6235 S 37 St, 85042

From: Jennifer Kinerk
To: Enrique A Bojorquez-Gaxiola
Subject: 2/9/21 SMVPC Meeting
Date: Monday, February 8, 2021 10:49:14 AM

Hi Enrique,

Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8). Thank you!

KIndly,
Jennifer and Kevin Kinerk

From:	Jennyfer Stratman
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; PDD South Mountain VPC; somosbuildbam@gmail.com; Enrique A Bojorquez-Gaxiola
Subject:	Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Wednesday, February 3, 2021 11:13:35 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. I am very concerned by the proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,

Jennyfer Stratman
3502 E. Vineyard Rd
Phoenix AZ 85042

From: Jennyfer Stratman
To: Enrique A Bojorquez-Gaxiola
Subject: 2/9/21 SMVPC Meeting
Date: Sunday, February 7, 2021 11:08:28 PM

Hi Enrique,
Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8).

Thank you,

Jennyfer Stratman

From: Joel & Donna Young
To: Enrique A Bojorquez-Gaxiola
Subject: 2/9/2021 SMVPC Meeting
Date: Monday, February 8, 2021 11:29:07 AM

We strongly oppose Agenda Item #8: GPA-SM-1-20-8 and Z-35-20-8 zoning cases for 40th and Southern Ave.

We have lived in the area over 30 years and I sat on the SMVPC in the early 90's. The community has worked hard to maintain The Baseline Area Master Plan and Mixed use Agriculture to keep undesirable development (complying) taking over with complete disregard of the neighborhoods.

Please deny

Joel and Donna Young

From: Joel & Donna Young
To: Enrique A Bojorquez-Gaxiola
Subject: GPA SM 1-20-8 and Z-35-20-8
Date: Monday, March 8, 2021 3:05:30 PM

Please be advised we are apposed to the above referenced zoning cases. This is in no way compatible with the Baseline Master Plan. 40th Street
and Southern is already a very busy intersection and high accident rate. This development density is too high and will increase these problems.

It is a shame the developers are not willing to work with the neighbors and coincide with the lifestyle of the area and stay within the Baseline
Master plan.

We are unable to speak at the meeting and yield our time to Patty McKinstry.

Joel and Donna Young

From: Jon Allen
To: Enrique A Bojorquez-Gaxiola
Subject: Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8)
Date: Saturday, February 6, 2021 8:47:31 AM

As a resident of South Phoenix I strongly oppose the plans for this project as presented.

1. It does not meet the criteria of the master plan for the area.
2. Each "new" proposal from the developer does nothing to address any of the objections raised by local residents.

Regards,

Jon Allen

From: Challoner, John
To: Enrique A Bojorquez-Gaxiola
Subject: 2/9/21 SMVPC Meeting
Date: Monday, February 8, 2021 10:24:14 AM

Hi Enrique, Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8). Thank you!

Thanks,
John Challoner
6201 South 37th Street.
Phoenix, AZ 85042.

From: jolyn owen
To: Enrique A Bojorquez-Gaxiola
Subject: 40th street and southern zoning change
Date: Tuesday, March 9, 2021 8:39:07 AM

Please note that my husband and I are against this zoning change. We were promised a different use when Walgreens went in. Time doesn't change this. I would like to yield my speaking time to patty Mckinstrey
Jolyn Owen
5624 s 27th place
6029094415
Sent from the all new Aol app for iOS [apps.apple.com]

From:	Karen and Sue
To:	Enrique A Bojorquez-Gaxiola
Subject:	Opposition to Z-35-20-8 & GPA-SM-1-20-8
Date:	Tuesday, February 2, 2021 10:25:14 AM

Good morning Enrique,
My name is Karen Mischlispy and I am opposition to the purposed project at 40th Street and Southern Ave. I wish to pass my time to speak to Trent Marchuk my neighbor. Also please send the link for me to attend the meeting.
Hope you and your family are doing well.
Thanks,
Karen Mischlispy

From:	Karen and Sue
To:	Enrique A Bojorquez-Gaxiola
Subject:	cases GPA SM-1-20-8 and Z-35-20-8
Date:	Saturday, March 6, 2021 1:19:53 PM

Good afternoon Enrique hope you and your family are doing well.
I would like to attend the virtual meeting with the South Mountain Village Planning committee meeting on Tuesday, March 9th. Also I want to speak but please pass my speaking time Patty McKinstry.

Please enter this response into the record.

South Mountain Village Planning Committee Case Number:
GPA-SM-1-20-8 & companion Case Z-35-20-8.
Re: The “Sanctuary At South Mountain” purposed development at the Southwest corner of Southern Avenue and 40th Street.
Submitted by Karen Mischlispy Home Address: 3818 E. St. Catherine Avenue, Phoenix, AZ 85042

I am opposed to the "Sanctuary At South Mountain" development because: a.) it does not meet the Baseline Master Plan, b.) the density for this development is to high for this area, c.) impact to future development along Southern Avenue from 40th Street to 24th Street, d.) high density development creates issues with traffic, parking for staff, visitors, and guests, and e.) the continued pressure to change and or modify the Zoning and General Plan Amendment is not appropriate for this area. This type of development would be better located closer to Central Avenue to allow access to the light rail. I am concerned with the developer's fast-tracking effort to send this negative development through the city process during a pandemic. This is vital to my future neighborhood and community. The Baseline Master Plan identified the need to retain the historical significance for future development.

I have lived and worked in the area most of my life. I have seen many changes some good and some not so good. I want the corner of 40th Street and Southern Avenue to be development appropriately to the area.

Thank you,
Karen Mischlispy
home phone: 602 438-2928

From:	Kaylee Colter
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; Somos BuildBam
Subject:	Fwd: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Thursday, February 4, 2021 12:08:40 PM

As a neighbor who will be impacted by the proposal for rezoning at 40th Street and Southern Ave, I would like to voice my opposition to the proposal as it has been submitted. The owners of this property are requesting a change in zoning and because they are asking to make a change to our community I believe that they should make a good faith effort to maintain the character intended by the zoning regulations. This proposal does not do this. Not only is the density too high to be appropriate, they have made very little effort to mitigate the high density by doing things such as providing more open space, increasing landscape buffers or integrating the community wide bridle trail. We have spoken with the owners and intended developers about these items and while they say they will make changes, those changes never end up in the proposals. I therefore have difficulty trusting that they have a vested interest in the community. I urge you to hold firm to the special requirements outlined by the Agricultural overlay. Once the property is developed there is no going back. Thank you for your time and effort.

Kaylee Colter
3939 E. Saint Catherine Ave
Phoenix, AZ 85042

Begin forwarded message:

From: Trent Marchuk <trentchristopher@gmail.com>
Subject: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date: February 3, 2021 at 1:48:07 PM MST
To: Trent Marchuk <trentchristopher@gmail.com>

mayor.gallego@phoenix.gov, council.district.1@phoenix.gov, council.district.2@phoenix.gov, council.district.3@phoenix.gov, council.district.4@phoenix.gov, council.district.5@phoenix.gov, council.district.6@phoenix.gov, council.district.7@phoenix.gov, council.district.8@phoenix.gov, SouthMountainVPC@phoenix.gov, enrique.bojorquez-gaxiola@phoenix.gov, somosbuildbam@gmail.com

From: Keena Ortega
To: Enrique A Bojorquez-Gaxiola
Subject: SOMO BUILDINGBAM
Date: Saturday, March 6, 2021 3:45:05 PM

I, Keena Armijo, want it to be note and or stated that I am opposed to GPA SM-1-20-8 Z-35-20-8 and yield my time to Patty McKinstry.

Thank you.

From: Kent June
To: Enrique A Bojorquez-Gaxiola
Subject: 2/9/21 SMVPC Meeting
Date: Monday, February 8, 2021 7:51:54 PM

Enrique, Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8).

The Planning Department and communities spend a lot of time and energy developing plans that reflect what communities see their future neighbourhoods and living environments providing for their families and support businesses. Granted, plans by nature are meant to be an outline of these visions and will always be subject to change as the world changes around us; however, this proposed development totally ignores the vision that was developed for this unique area in South Mountain. The owners of this property from the beginning and continuing with their different development iterations have ignored this plan and the folks living in the immediate area while promoting plans that would maximize their ROI. The South Mountain Village Planning Committee told this group numerous times that this plan is not right for this parcel of land. This plan needs to be rejected to send a message to the owners to come up with a plan that reflects the plan for the area while supporting the needs of the area.

Sincerely,

Kent June
3602 E Vineyard Rd
Phoenix, AZ 85042

From:	Lisa and Jeff Blankenship
To:	Mayor Gallego; Council District 1 PCC; Council District 2 PCC; council.district.3@phoenix.gon; Council District 4; Council District 5 PCC; Council District 6 PCC; Council District 7 PCC; Council District 8 PCC; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	*Needing your help opposing a project (Z-35-20-8 & GPA-1-20-8)
Date:	Sunday, February 21, 2021 2:10:49 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,

Lisa Blankenship
5628 W Euclid Ave
Laveen, AZ 85339

From:	Lori Gardner
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Thursday, February 4, 2021 2:30:17 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,

Lori Gardner
6445 S. 32nd St
Phoenix, AZ 85042

To: Cynthia Gosa-Lazaro <Cynthia@dgm-f.org>
Subject: Fwd: Needing your help opposing a project (Z-35-20-8 and GPA-1-20-8)

---------- Forwarded message ---------
From: **Tatiana Peña Marchuk** <tatitat311@gmail.com>
Date: Thu, Feb 4, 2021 at 12:00 PM
Subject: Fwd: Needing your help opposing a project (Z-35-20-8 and GPA-1-20-8)
To: <Missyp39@gmail.com>

Trent and I have been working on a rezoning issue in South Phoenix. We have been working to help Carlos and the rest of City Council be more supportive to halt some high density housing pushes. Trent had started working more in this last summer and has done a great amount to influence the rezoning. We also have enlisted our entire neighborhood.
Now we are asking for your help to support our efforts by emailing City Council officials.
We need 100+ emails to be organically sent for our voices to be heard. The Applicant has used COVID-19 to silence the neighbors in an attempt to push through an inappropriate project that shifts the costs of the attending consequences to the residents of South Phoenix.

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Lottie V. Lecian
1847 E. Atlanta Ave.
Phoenix, AZ 85040

e challenge you to ask at least 3 others who live in the South Mountain Village (between 27th Ave to 48th St and Salt River to South Mountain) to do the same by Sunday, February 7, 2021.
Below, we have provided the email to send and the directions. Literally, five easy steps will take less than five minutes:

1. Click "Forward" on this email, (The title is needed to help this email be more effective).
2. Copy and Paste the below email addresses into the "To:" field,
3. Add a few words of your own expressing your own opinion about this project,
4. Sign with your **name and physical address**,
5. Hit send and you've done your part!

3731 E Saint Anne Ave [google.com]
Phoenix, AZ 85042 [google.com]

--
Thank you,

Enrique A Bojorquez-Gaxiola

From: llecian@aol.com
Sent: Tuesday, February 16, 2021 6:15 PM
To: Enrique A Bojorquez-Gaxiola
Subject: Re: My concern is that we don't need high density buildings in this neighborhood. It is like living in housing projects of the past.

Yes I am concerned about the property on 40th Street in South Phoenix.
Lottie Lecian

-----Original Message-----
From: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
To: llecian@aol.com <llecian@aol.com>
Sent: Tue, Feb 16, 2021 9:06 am
Subject: RE: My concern is that we don't need high density buildings in this neighborhood. It is like living in housing projects of the past.

Good morning,

How are you? Is your email below related to a zoning case in particular? (So that we can add it to the case file)

Thank you,

Enrique Bojórquez-Gaxiola
Planner II – Village Planner
City of Phoenix
Planning & Development Department
Long Range Planning
200 W. Washington Street
Phoenix, AZ 85003
Office: (602) 262-6949

PLANNING & DEVELOPMENT
PRESERVE
SHAPE
BUILD

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: llecian@aol.com <llecian@aol.com>
Sent: Monday, February 15, 2021 6:20 PM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Subject: My concern is that we don't need high density buildings in this neighborhood. It is like living in housing projects of the past.

From:	Lu Ann Winters
To:	Enrique A Bojorquez-Gaxiola
Subject:	Meeting regarding South Mountain Area
Date:	Friday, February 5, 2021 11:33:04 PM

Enrique,

I will not be able to attend the following meeting on Tuesday, February 9th at 6 p.m., but would like to give my input as a resident in the South Mountain area of Phoenix.

The proposal at 40th St & Southern. Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8)"

I am very much concerned about this proposal as it would add more high-density housing to an area that is already over populated. The traffic in this area just gets busier and busier and with more housing it will only get worse. Our streets are not built for this capacity of traffic.

The following are reasons this project would not be good for our community:

- This proposal will destroy the official planning between 24th St and 40th St between Southern Ave and Vineyard
- This area is known as the Mixed Use Agriculture (MUA) District and is planned for low density housing, among many other requirements.
- The MUA contains 16+ million sq ft of remnant farmland bookended by this project's site to the east and the Arbors to the west.
- This proposal will destroy the MUA by setting a precedent of high density residential at both ends of the MUA district (24th St and 40th St)..
- The MUA is within the Baseline Area, which is boxed between Central and 40th St and Southern and the Preserve
- With the MUA destroyed, the Certainty and Character of the Baseline Area (which is stated as an integral part of the General Plan) will be gutted
- Being that the Baseline Area is the largest district in our Village, the South Mountain Village will also be gutted.
- This proposal has far reaching negative consequences to shaping the future of South Phoenix.
- High density housing is not itself bad. Developing high-density housing without the attending infrastructure and services is short-sighted and bad for the community.
- South Phoenix already lacks the commensurate infrastructure and services to support such extreme, one-off deviation from the General Plan.
- Safety is inextricably linked to proper infrastructure development.
- If the attending costs of these liabilities were actually included in the developer's plan, the project would not be profitable.
- The only way for this project to be profitable - and for people outside of South Phoenix to make lots of money - is to shift those costs to the people of South Phoenix.

Thank you for taking into consideration these reasons against this project.

Sincerely,

Lu Ann Winters
3434 East Baseline Road, #323
Phoenix, AZ 85042
310-614-4606

From:	Lu Ann Winters
To:	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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com; Mayor Gallego
Subject:	Fw: Please Help: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Thursday, February 4, 2021 7:27:09 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

I am also very much concerned about this proposal due to our streets already being overly crowded with all the recent developments being added.

Please support us in opposing this proposal,
Lu Ann Winters
3434 East Baseline Road, Unit #323
Phoenix, AZ 85042

From:	Lu Ann Winters
To:	Enrique A Bojorquez-Gaxiola
Subject:	GPA SM-1-20-8 and Z-35-20-8
Date:	Friday, March 5, 2021 5:23:27 PM

Enrique,

I am writing in opposition to the above proposal to the land on 40th and Southern in Phoenix, Arizona. I am in opposition because it will create too much density of population in the area and goes in direct opposition to the master plan for the area. My greatest concern is how it will affect traffic in the area. We already have congestion most of the time on Baseline and Southern and this project would only add to the problem.

I won't be able to attend the meeting, but would like to give the time that would be allotted to me to speak to Patty McKinstry.

Thank you,

Lu Ann Winters
3434 East Baseline Road, #323
Phoenix, AZ 85042

From: When Jones
To: Enrique A Bojorquez-Gaxiola
Subject: Opposition to building plan at Southern and 40th St
Date: Monday, March 8, 2021 5:42:07 PM

I am a property owner in Bartlett Heard Ranch. I am opposed to the building plan for the corner of Southern and 40th St - particularly the current proposed density. I would like to donate my speaking time at tomorrow's meeting to Patty McKinstry.
Thank you for your efforts in this matter.
Marianne Walden
602-332-0115
3844 E Vineyard Rd, Phoenix, AZ 85042

From: Marianne Randall
To: Enrique A Bojorquez-Gaxiola
Subject: Oppose project
Date: Saturday, March 6, 2021 7:51:07 AM

- I want to be noted as opposing cases GPA SM-1-20-8 and Z-35-20-8.

Thank you
Marianne Randall

From:	Mary Hagerty
To:	Enrique A Bojorquez-Gaxiola
Subject:	#9 GPA-SM-1-20-8 (Companion Case Z-35-20-8) and #10 Z-35-20-8 (Companion Case GPA-SM-1-20-8)
Date:	Sunday, March 7, 2021 2:57:02 PM

My name is Mary Hagerty and I live in the South Mountain area. **I am against** both of these cases that are on the agenda for the upcoming SMPVC meeting on March 9.

I yield my time to Patty McKinstry.

Mary Hagerty
3241 E Maldonado Dr.
Phoenix, 85042

From: Mary Jene Flores
To: Enrique A Bojorquez-Gaxiola
Subject: Somos buildbam
Date: Saturday, March 6, 2021 3:39:25 PM

I mary jene Flores, Am stating that I am opposed to GPA Sm-1-20-8 & 2-35-20-8
I yield my time to Patty McKinstry
Thank you,Sincerely
Mary jene Flores

From:	Mary-Laura Brooks
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	Fwd: Fwd: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Saturday, February 6, 2021 4:07:10 PM

Dear City Council, Mayor, , Village Planning, City Planners, and Concerned Residents,

I have lived in the South Phoenix area for 40 years. I have watched the growth and development - most positive, but some, such as this plan, leans to the negative. I am familiar with the South Mountain Village plans for development and question where this plan (40th St & Southern (Z-35-20-8 & GPA 1-20-8) fits in. We are living in a historically significant area and that is a reason that most of us choose to continue to reside here. It's different then the suburbs that surround the Valley of the Sun. Its uniqueness should and must be preserved by thoughtful discussion based on South Mountain residents community minded input and decisions. It is not the developers' or land owners or city council role to make absolute choices about zoning and other developmental concerns . It is the right and role of the community and tax paying residents to have the majority of say.

Another concerning fact is there has been minimal public communication about this rezoning. As our community deals with the COVID crisis, it is even more essential that people are made more aware of any proposed zoning changes. People are focused on their health and welfare so it is imperative that a greater effort be made to communicate changes . If you say there are signs posted with zoning info or meetings, please consider that even though people may live in South Phoenix, they may not pass this particular part of the city on a regular basis. This proposal is of significant concern to to all South Phoenix residents because it could set a precedent for future development.

Thank you for your consideration in this matter

Mary-Laura Brooks

2127 E. Fawn Dr. Phoenix 85042

-------- Forwarded Message --------
Subject: Fwd: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date: Thu, 4 Feb 2021 11:56:32 -0700
From: Kaylee Colter <kayleercolter@gmail.com>
To: Richard Brooks <dickb1@q.com>, Mary-Laura Brooks <marylb@q.com>

Since you will soon be neighbors too, perhaps you might help us create some opposition if you have some time?

Begin forwarded message:

From: Trent Marchuk <trentchristopher@gmail.com>
Subject: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date: February 3, 2021 at 1:48:07 PM MST
To: Trent Marchuk <trentchristopher@gmail.com>

Hi Neighbors,

If you feel passionate about what you read below in the email below, please forward *this entire email string* to the City officials listed below and add your own thoughts in opposition to the project.

Literally, five easy steps will take less than five minutes:

1. Click "Forward" on this email,
2. Copy and Paste the below email addresses into the "To:" field,
3. Add a few words of your own expressing your own opinion about this project,
4. Sign with your **name and mailing address**,
5. Hit send and you've done your part!

mayor.gallego@phoenix.gov, council.district.1@phoenix.gov, council.district.2@phoenix.gov, council.district.3@phoenix.gov, council.district.4@phoenix.gov, council.district.5@phoenix.gov, council.district.6@phoenix.gov, council.district.7@phoenix.gov, council.district.8@phoenix.gov, SouthMountainVPC@phoenix.gov, enrique.bojorquez-gaxiola@phoenix.gov, somosbuildbam@gmail.com

We need 100+ emails to be organically sent for our voices to be heard. The Applicant has used COVID-19 to silence the neighbors in an attempt to push through an inappropriate project that shifts the costs of the attending consequences to the residents of South Phoenix.

We challenge you to ask at least 3 others who live in the South Mountain Village (between 27th Ave to 48th St and Salt River to South Mountain) to do the same by Sunday, February 7, 2021.

Your sending an email to our elected representatives at this time is absolutely critical.

Thank you,
Trent Marchuk
somosbuildbam.org [somosbuildbam.org]

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Wed, Feb 3, 2021 at 1:27 PM

Subject: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
To: <mayor.gallego@phoenix.gov>, <council.district.1@phoenix.gov>, <council.district.2@phoenix.gov>, <council.district.3@phoenix.gov>, <council.district.4@phoenix.gov>, <council.district.5@phoenix.gov>, Council District 6 PCC <council.district.6@phoenix.gov>, <council.district.7@phoenix.gov>, Council District 8 PCC <council.district.8@phoenix.gov>, <SouthMountainVPC@phoenix.gov>, Enrique Bojorquez <enrique.bojorquez-gaxiola@phoenix.gov>, Somos BuildBam <somosbuildbam@gmail.com>

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,
Trent Marchuk
3731 E Saint Anne Ave
Phoenix, AZ 85042

From: Mary-Laura Brooks
To: Enrique A Bojorquez-Gaxiola
Subject: Cases GPA SM-1-20-8 and Z-35-20-8 RE: 40th St & Southern
Date: Saturday, March 6, 2021 5:46:44 PM

Dear Mr. Bojorquez-Gaxiola

Please add this email in the record as me opposing the the cases GPA SM-1-20-8 and Z-35-20-8.

My main concerns are density and related traffic issues that will result from proposed density. I also hope those involved will respect the uniqueness of South Phoenix and it's agricultural history. Why destroy what has been so diligently maintained throughout the years. I'd like future generations to have a glimpse of the past of this great community rather than all the brick, mortar and pavement that is so prevalent in today's growth.

Please yield my time to speak to Patty McKinstry.

Thank you

Mary-Laura Brooks

From:	When Jones
To:	PDD South Mountain VPC; 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; Enrique A Bojorquez-Gaxiola; Mayor Gallego; somosbuildbam@gmail.com
Subject:	Fwd: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Thursday, February 4, 2021 7:20:05 PM

Hello,
My name is Marianne Walden. I'm a homeowner in Bartlett-Heard Ranch. I'd like to state that I am not in favor of allowing the proposed rental housing development at the corner of Southern and 40th St. There is presently a lot of traffic congestion at that corner at rush hour with traffic coming south on 40thSt and traffic trying to turn in and out of Walgreens and the Shell station on the other corner. Adding the additional amount of vehicles that this subdivision would bring to this area would create a lot of daily frustration and dangerous situations for the residents.
I'm requesting that the city not approve this overcrowded development plan, and remain with a plan that would have either one or two houses per acre.
Thank you for your consideration.
---------- Forwarded message ---------
From: **When Jones** <azred42@gmail.com>
Date: Wed, Feb 3, 2021 at 1:55 PM
Subject: Fwd: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
To: Zack lindsay <zblindsay@gmail.com>

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Wed, Feb 3, 2021 at 1:48 PM
Subject: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
To: Trent Marchuk <trentchristopher@gmail.com>

Hi Neighbors,

If you feel passionate about what you read below in the email below, please forward *this entire email string* to the City officials listed below and add your own thoughts in opposition to the project.

Literally, five easy steps will take less than five minutes:

1. Click "Forward" on this email,
2. Copy and Paste the below email addresses into the "To:" field,
3. Add a few words of your own expressing your own opinion about this project,
4. Sign with your **name and mailing address**,
5. Hit send and you've done your part!

mayor.gallego@phoenix.gov, council.district.1@phoenix.gov,

council.district.2@phoenix.gov, council.district.3@phoenix.gov, council.district.4@phoenix.gov, council.district.5@phoenix.gov, council.district.6@phoenix.gov, council.district.7@phoenix.gov, council.district.8@phoenix.gov, SouthMountainVPC@phoenix.gov, enrique.bojorquez-gaxiola@phoenix.gov, somosbuildbam@gmail.com

We need 100+ emails to be organically sent for our voices to be heard. The Applicant has used COVID-19 to silence the neighbors in an attempt to push through an inappropriate project that shifts the costs of the attending consequences to the residents of South Phoenix.

We challenge you to ask at least 3 others who live in the South Mountain Village (between 27th Ave to 48th St and Salt River to South Mountain) to do the same by Sunday, February 7, 2021.

Your sending an email to our elected representatives at this time is absolutely critical.

Thank you,
Trent Marchuk
somosbuildbam.org [somosbuildbam.org]

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Wed, Feb 3, 2021 at 1:27 PM
Subject: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
To: <mayor.gallego@phoenix.gov>, <council.district.1@phoenix.gov>, <council.district.2@phoenix.gov>, <council.district.3@phoenix.gov>, <council.district.4@phoenix.gov>, <council.district.5@phoenix.gov>, Council District 6 PCC <council.district.6@phoenix.gov>, <council.district.7@phoenix.gov>, Council District 8 PCC <council.district.8@phoenix.gov>, <SouthMountainVPC@phoenix.gov>, Enrique Bojorquez <enrique.bojorquez-gaxiola@phoenix.gov>, Somos BuildBam <somosbuildbam@gmail.com>

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Trent Marchuk
3731 E Saint Anne Ave [google.com]
Phoenix, AZ 85042 [google.com]

From:	M Bontrager
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola
Subject:	Proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Thursday, February 4, 2021 7:11:07 AM

Hello Mayor, City Council Members, Village Planning, City Planners,

I am a resident of South Mountain Village. And I am very concerned because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.
This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion?
If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Sincerely,

Monique Bontrager
6401 S 37th str PHX AZ 85042
602 770 4526

From: M Bontrager
To: Enrique A Bojorquez-Gaxiola
Subject: Opposition to Agenda item #8 for tomorrows Village Planning MTG
Date: Monday, February 8, 2021 10:44:21 AM

Good Morning Enrique,

I'd like to register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8). Happening 02/09/202. I do not need to speak.

Thank you and have a great day

Monique Bontrager

==========

From: noblemanor@cox.net
To: Enrique A Bojorquez-Gaxiola
Date: Friday, March 5, 2021 6:23:59 PM

We, the Noble family, owners of property at 3880 E Vineyard Rd don't wish to speak but would like it known that we are opposed to the proposal for the land at 40th St and Southern. We will let Patty speak for us. Thank you.

From:	Somos BuildBam
To:	Enrique A Bojorquez-Gaxiola
Cc:	PDD South Mountain VPC; Council District 8 PCC; Somos BuildBam
Subject:	Opposition Petitions (Z-35-20-8 and GPA-1-20-8)
Date:	Monday, February 8, 2021 12:11:59 PM
Attachments:	Opposition Petition to Z-35-20-8 & GPA-SM-1-20-8.pdf

Hi Enrique,

Please find attached signatures in opposition to the planned development off of 40th St and Southern.

Kindly request to add to the case file for Z-35-20-8 & GPA-SM-1-20-8.

- 94.5% (52 of 55) residential parcels to the immediate south of this proposal are in active opposition to this proposal.
    - This comprises 80+ acres of adjacent and contiguous land in active opposition
    - This is over six times (6x) the land area of the proposal, using county assessor numbers, that is in active opposition.
- Another nearby 12 property owners, comprising another ~20 acres, are also in active opposition

We hope this dispels any prior unsubstantiated misrepresentation counter to the following points:

1. The vast majority of neighbors are in active opposition to this proposal
2. This proposal will hurt the South Mountain Community
3. Somosbuildbam.org does not represent a "small handful", but have represented the views of many residents in the presented opposition to-date;

Please note, the above does not include all of the active opposition to this project received to-date, just a catalog of the immediate neighbors.

Thank you,
Trent Marchuk

Opposition to Rezoning Application (Z-35-20-8) & General Plan Amendment (GPA-SM-1-20-8)

Location: Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
(Assessor Parcel Nos. 122-79-019B and 122-79-019C, approximately 17.27 acres)

At 11.2 du/acre, this proposal is inappropriate to the land use and would set a precedent for high density housing that will cascade across the 16+ million square feet between 24th St and 40th St that the community's infrastructure and services are not equipped to handle, destroying the agricultural legacy of this community. We, the undersigned PROPERTY OWNERS, support the current and voter-approved land use map of 0-2 dwelling units per acre.

Date	Signature	Print Name	Owner	Address or Lat	APN
2/1	Jennifer Kinerk	Jennifer Kinerk	KINERK KEVIN/JENNIFER	3715 E SAINT ANNE AVE PHOENIX 85042	122-79-055
2021 2/2	Brian & Jacquie Redard		REDARD BRIAN J/JACQUELINE F	3702 E SAINT ANNE AVE PHOENIX 85042	122-79-083
2/2/21	Ciot Gentry		GENTRY CURT S/JANETTE E	6415 S 37TH ST PHOENIX 85042	122-79-084
2/2/2021	Monique Bontrager		BONTRAGER MICHAEL D/MONIQUE Y	6401 S 37TH ST PHOENIX 85042	122-79-085
		2/2/21 Jean A Hogg	HOGG SURVIVORS TRUST	6235 S 37TH ST PHOENIX 85042	122-79-086
		2-3-21	CREEK PETER M	6221 S 37TH ST PHOENIX 85042	122-79-087
2/2/21		Steven L. Hinson	HINSON STEVEN/ROBYN/SARVER SHERI	6211 S 37TH ST PHOENIX 85042	122-79-088
2/1/21		HEATHER	CHALLONER JOHN J	6201 S 37TH ST PHOENIX 85042	122-79-089
2/2/21	Nora M. Minton		MINTON LIVING TRUST	6202 S 37TH ST PHOENIX 85042	122-79-090
02/01/2021		George Bingham	GEORGE BINGHAM II TRUST	6212 S 37TH ST PHOENIX 85042	122-79-091
		Roque Yanez	YANEZ ROQUE R/MARIA M N	6222 S 37TH ST PHOENIX 85042	122-79-092
2/2/21		BLAKE PETERSON	PETERSON BLAKE P/ LISA A	6236 S 37TH ST PHOENIX 85042	122-79-093
2-2-21		Patricia Smith	SMITH DAVID RAY/PATRICIA LYNN	6402 S 37TH ST PHOENIX 85042	122-79-094
2-1-2021		Larry Wolfe	JACKSON V EDWARD	6430 S 37TH ST PHOENIX 85042	122-79-095
02/01/21		Val Jackson	JACKSON V EDWARD	3701 E ST ANNE AVE PHOENIX 85042	122-79-096A
02/01/21		VEJackson	JACKSON V EDWARD	3701 E SAINT ANNE AVE PHOENIX 85042	122-79-096B
Mr. SILLS PASSED AWAY ON 01.17.21 & MRS. SILLS IS IN LONG CARE FACILITY			SILLS WILLIAM S/JANET M	3716 E VINEYARD RD PHOENIX 85042	122-79-100
2/1/21		ERIN FLINTON	PRICE ALAN D/FLINTON ERIN E	3702 E VINEYARD RD PHOENIX 85042	122-79-101
2/1/21		Gregory Brownell	CHRISTOFOLO PATRICIA A TR	3616 E VINEYARD RD PHOENIX 85042	122-79-102

Opposition to Rezoning Application (Z-35-20-8) & General Plan Amendment (GPA-SM-1-20-8)

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Date	Signature	Print Name	Owner	Address or Lat	APN
2/1/21		Angel S. Miranda	ANGEL AND BERNADETTE MIRANDA...	3901 E SAINT CATHERINE AVE PHOENIX 85042	122-79-067
DIDN'T WANT TO SIGN - NOT PRO OR AGAINST			MAHOE ROBERT/ROSALIA	3909 E SAINT CATHERINE AVE PHOENIX 85042	122-79-068
2/1/21		Parvin Mansouri	MANSOURI PARVIN	3917 E SAINT CATHERINE AVE PHOENIX 85042	122-79-069
			MASCARO GREGORY D	3927 E SAINT CATHERINE AVE PHOENIX 85042	122-79-070
2/1/21		Fabiola Marquez	MARQUEZ ALONSO/FABIOLA	6409 S 39TH PL PHOENIX 85042	122-79-071
2/1/21		Evelio Ayala	AYALA EVELIO L/MARTINEZ DIONISE	6401 S 39TH PL PHOENIX 85042	122-79-072
2/2/21		Maria Swartz MRS	SWARTZ NEWELL/MARIA	6408 S 39TH PL PHOENIX 85042	122-79-073
VACANT HOUSE AT THE MOMENT			BRUNO FREDERICK E/MIRIAM J	3910 E SAINT CATHERINE AVE PHOENIX 85042	122-79-074
2/1/21		Yvonne Walker	WALKER FAMILY TRUST	3902 E SAINT CATHERINE AVE PHOENIX 85042	122-79-075
2-1-21		Deborah Underwood	UNDERWOOD ROBERT L & DEBORAH A	3834 E SAINT CATHERINE AVE PHOENIX 85042	122-79-076
2/1/21		Rhonda Beyreis	BEYREIS FAMILY TRUST	3826 E SAINT CATHERINE AVE PHOENIX 85042	122-79-077
2/1/21		Karen Mischlispy	MISCHLISPY KAREN	3818 E SAINT CATHERINE AVE PHOENIX 85042	122-79-078
2-1-21		Daniel Faultner	FAULTNER DANIEL EUGENE/ANNETTE...	3810 E SAINT CATHERINE AVE PHOENIX 85042	122-79-079
2/1/2021		Deirdre Irvine	IRVINE REVOCABLE TRUST	3802 E SAINT CATHERINE AVE PHOENIX 85042	122-79-080
2/2/2021		Linda M. Lee	LEE LINDA M	6408 S 38TH ST PHOENIX 85042	122-79-081
2/7/2021		Dennis A	THOMAS DENNIS A	6414 S 38TH ST PHOENIX 85042	122-79-082
2/1/21		Tatiana Marchuk	MARCHUK TRENT	3731 E SAINT ANNE AVE PHOENIX 85042	122-79-097
PLEASE SEE THE ATTACHED - e-mailed SIGNATURE			BRUNET ALAIN & MARIE-CLAUDE	6630 S 38TH ST PHOENIX 85042	122-79-098
01.31.21		Bereket GEBRE-EGZIABHER	GEBRE-EGZIABHER BEREKET A...	6642 S 38TH ST PHOENIX 85042	122-79-099

Opposition to Rezoning Application (Z-35-20-8) & General Plan Amendment (GPA-SM-1-20-8)

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Date	Signature	Print Name	Owner	Address or Lat	APN
2/2/2021		KENT JUNE	EARLE AMBROSE D II/TANIS J	3602 E VINEYARD RD PHOENIX 85042	122-79-103
2/1/2021		Richard & Joanna Coleman	COLEMAN RICHARD E/JOANNA L	3924 E VINEYARD RD PHOENIX 85042	122-79-015D
2/3/2021		LYNN IVY NOBLE	NOBLE RONALD J/LYNN I	3880 E VINEYARD RD PHOENIX 85042	122-79-015E
		DUPLICATE	TOLLER ROBERT E	3850 E VINEYARD RD PHOENIX 85042	122-79-015F
2-1-21		Marianne Walden	WALDEN MARIANNE/LINDSAY ZACK B	3844 E VINEYARD RD PHOENIX 85042	122-79-015H
2/1/21		Charles Lufkin	THUNDERBIRD TRUST	3854 E VINEYARD RD PHOENIX 85042	122-79-015J
2-5-21		TED WALL	WALL THEODORE R	3820 E VINEYARD RD PHOENIX 85042	122-79-015M
2/1/21		HARJOT CHOTALIA	CHOTALLA RAJENDRA SINGH/...	3840 E VINEYARD RD PHOENIX 85042	122-79-015P
2/2/21		Patricia C. McKinstry	MCKINSTRY BRUCE/PATRICIA TR	3834 E VINEYARD RD PHOENIX 85042	122-79-015S
		Bruce McKinstry	TOLLER ROBERT	3850 E VINEYARD RD PHOENIX 85042	122-79-015T
2/1/21		Danielle Dueppen	AWAKENING SEED INC	6630 S 40TH ST PHOENIX 85042	122-79-016B
02/01/21		Kaylee P Colter	BROOKS COLTER TRUST	3939 E SAINT CATHERINE AVE PHOENIX 85042	122-79-017C
2/01/21		JESUS I ESPINOZA	ESPINOZA JESUS T/ORTIZ ELVIRA C	6631 S 38TH ST PHOENIX 85042	122-79-021
			POWERS JOHN A III	6641 S 38TH ST PHOENIX 85042	122-79-060A
2/1/21			BOWMAN ROBERT/KELLY	6615 S 38TH ST PHOENIX 85042	122-79-061
2/1/21		Bethel Holmes	HOLMES-RAMSEY TRUST	6601 S 38TH ST PHOENIX 85042	122-79-062
02-01-21		EARL A ZARBIN	EARL A ZARBIN LIVING TRUST	3803 E SAINT CATHERINE AVE PHOENIX 85042	122-79-063
		C. McKinstry	MCKINSTRY BRUCE A/PATRICIA C TR	3811 E SAINT CATHERINE AVE PHOENIX 85042	122-79-064
2/2/21		SEAN KELLY	KELLY SEAN/CANDICE	3819 E SAINT CATHERINE AVE PHOENIX 85042	122-79-065
02/01/21		Robert Gonzales	GONZALES ROBERT G/MARIA C	3827 E SAINT CATHERINE AVE PHOENIX 85042	122-79-066

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			MISCHLISPY KAREN	3818 E SAINT CATHERINE AVE PHOENIX 85042	122-79-078
			FAULTNER DANIEL EUGENE/ANNETTE...	3810 E SAINT CATHERINE AVE PHOENIX 85042	122-79-079
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			LEE LINDA M	6408 S 38TH ST PHOENIX 85042	122-79-081
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02/01/21		Alain Brunet	BRUNET ALAIN & MARIE-CLAUDE	6630 S 38TH ST PHOENIX 85042	122-79-098
			GEBRE-EGZIABHER BEREKET A...	6642 S 38TH ST PHOENIX 85042	122-79-099

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Date	Signature	Print Name	Owner	Address or Lat	APN
2-8-21	Robert E. Toller		TOLLER ROBERT E	3850 E VINEYARD RD PHOENIX 85042	122-79-015F
2-8-21	Robert E. Toller		TOLLER ROBERT	3850 E VINEYARD RD PHOENIX 85042	122-79-015T

5.A9

Opposition to Rezoning Application (Z-35-20-8) & General Plan Amendment (GPA-SM-1-20-8)

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Date	Signature	Print Name	Owner	Address or Lat	APN
1-6-21	Marianne C Randall	MARIANNE C. RANDALL	A TIME FOR HOT RODS TRUST	3452 E VINEYARD RD PHOENIX 85042	122-81-009C
	Janet Boshens	Peter P Boshens	BOSHENS FAMILY TRUST	3452 E VINEYARD RD PHOENIX 85042	122-81-009D
			GALLARDO FRANK JAVIER/ROSEMARIE	3422 E VINEYARD RD PHOENIX 85042	122-81-009E
			LISTON FAMILY TRUST	3450 E VINEYARD RD PHOENIX 85042	122-81-009J
			VERTICAL BRIDGE LANDCO LLC	6506 S 36TH ST PHOENIX 85042	122-81-010
			HAWKINS SOUTHERN PROPERTIES LLC	3507 E SOUTHERN AVE PHOENIX 85040	122-81-011B
			DIETRICH-DORIS LLC	3441 E SOUTHERN AVE PHOENIX 85040	122-81-011E
			HAWKINS SOUTHERN PROPERTIES LLC	3401 E SOUTHERN AVE PHOENIX 85040	122-81-012
			EYMANN RICHARD/LINDSAY	3525 E SOUTHERN AVE PHOENIX 85040	122-81-013
			HOSLER HERBERT S	3521 E SOUTHERN AVE PHOENIX 85040	122-81-014A
			ORTEGA LORENZO B	3501 E SOUTHERN AVE PHOENIX 85040	122-81-014B
			POOLE ANGELA DENISE/GRADY AARON	6250 S 36TH ST PHOENIX 85042	122-81-015B
			POOLE ANGELA DENISE/GRADY AARON	6250 S 36TH ST PHOENIX 85042	122-81-015C
			VENERABLE WALTER JAMES SR/CLA...	6234 S 36TH ST PHOENIX 85042	122-81-015H
			ROMAN JACK/LESLEY	6022 S 36TH ST PHOENIX 85042	122-81-016B
			LISTON FAMILY TRUST	6014 S 36TH ST PHOENIX 85042	122-81-016C
			JACKSON FAMILY TRUST	6228 S 36TH ST PHOENIX 85042	122-81-017B
			KING LA TANYA	6216 S 36TH ST PHOENIX 85042	122-81-017C
			GARDINER RUSS/JODI	6220 S 36TH ST PHOENIX 85042	122-81-017D
			JBD PROPERTIES LLC	3533 E SOUTHERN AVE PHOENIX 85040	122-81-018A

6 of 9

Opposition to Rezoning Application (Z-35-20-8) & General Plan Amendment (GPA-SM-1-20-8)

Location: Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
(Assessor Parcel Nos. 122-79-019B and 122-79-019C, approximately 17.27 acres)

At 11.2 du/acre, this proposal is inappropriate to the land use and would set a precedent for high density housing that will cascade across the 16+ million square feet between 24th St and 40th St that the community's infrastructure and services are not equipped to handle, destroying the agricultural legacy of this community. We, the undersigned PROPERTY OWNERS, support the current and voter-approved land use map of 0-2 dwelling units per acre.

Date	Signature	Print Name	Owner	Address or Lat	APN
02/06/21	George W. Randall	George W. Randall	A TIME FOR HOT RODS TRUST	3452 E VINEYARD RD PHOENIX 85042	122-81-009C
			BOSHENS FAMILY TRUST	3452 E VINEYARD RD PHOENIX 85042	122-81-009D
			GALLARDO FRANK JAVIER/ROSEMARIE	3422 E VINEYARD RD PHOENIX 85042	122-81-009E
			LISTON FAMILY TRUST	3450 E VINEYARD RD PHOENIX 85042	122-81-009J
			VERTICAL BRIDGE LANDCO LLC	6506 S 36TH ST PHOENIX 85042	122-81-010
			HAWKINS SOUTHERN PROPERTIES LLC	3507 E SOUTHERN AVE PHOENIX 85040	122-81-011B
			DIETRICH-DORIS LLC	3441 E SOUTHERN AVE PHOENIX 85040	122-81-011E
			HAWKINS SOUTHERN PROPERTIES LLC	3401 E SOUTHERN AVE PHOENIX 85040	122-81-012
			EYMANN RICHARD/LINDSAY	3525 E SOUTHERN AVE PHOENIX 85040	122-81-013
			HOSLER HERBERT S	3521 E SOUTHERN AVE PHOENIX 85040	122-81-014A
			ORTEGA LORENZO B	3501 E SOUTHERN AVE PHOENIX 85040	122-81-014B
			POOLE ANGELA DENISE/GRADY AARON	6250 S 36TH ST PHOENIX 85042	122-81-015B
			POOLE ANGELA DENISE/GRADY AARON	6250 S 36TH ST PHOENIX 85042	122-81-015C
			VENERABLE WALTER JAMES SR/CLA...	6234 S 36TH ST PHOENIX 85042	122-81-015H
2/2/21		JACK ROMAN	ROMAN JACK/LESLEY	6022 S 36TH ST PHOENIX 85042	122-81-016B
			LISTON FAMILY TRUST	6014 S 36TH ST PHOENIX 85042	122-81-016C
			JACKSON FAMILY TRUST	6228 S 36TH ST PHOENIX 85042	122-81-017B
			KING LA TANYA	6216 S 36TH ST PHOENIX 85042	122-81-017C
			GARDINER RUSS/JODI	6220 S 36TH ST PHOENIX 85042	122-81-017D
			JBD PROPERTIES LLC	3533 E SOUTHERN AVE PHOENIX 85040	122-81-018A

Opposition to Rezoning Application (Z-35-20-8) & General Plan Amendment (GPA-SM-1-20-8)

Location: Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
(Assessor Parcel Nos. 122-79-019B and 122-79-019C, approximately 17.27 acres)

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Date	Signature	Print Name	Owner	Address or Lat	APN
2/3/21	Carley Ward John Ward	CARLEY WARD JOHN WARD	WARD JOHN F/CARLEY TR	3535 E VINEYARD RD PHOENIX 85042	122-97-001Y
			VILLAGE GARDEN VILLAS LLC	6433 S 32ND ST PHOENIX 85042	122-81-001B
			ARIZONA CULTURAL ACADEMY INC	6445 S 32ND ST PHOENIX 85042	122-81-001D
			VESPER PROPERTIES III LLC	6439 S 32ND ST PHOENIX 85042	122-81-001E
			CARMACK GARY D	6441 S 32ND ST PHOENIX 85042	122-81-001F
			APODACA RON J & PRIEST JULIE	3250 E VINEYARD RD PHOENIX 85042	122-81-002A
	Dana Parmelee	2/3/21	PARMELEE DANA EARL	3252 E VINEYARD RD PHOENIX 85042	122-81-002B
	Sandra Ramirez	2/3/2021	ARMENTA SAUL/RAMIREZ SANDRA	3338 E VINEYARD RD PHOENIX 85042	122-81-003C
			PRANGE NINA	3350 E VINEYARD RD PHOENIX 85042	122-81-003D
			ALL SEASON WHOLESALE GROW...	6623 S 32ND ST PHOENIX 85042	122-81-004D
			SOPHIAS ON VINEYARD LLC	3202 E VINEYARD RD PHOENIX 85042	122-81-004G
			ALL SEASON WHOLESALE GROW...	6623 S 32ND ST PHOENIX 85042	122-81-004K
2/6/21	Sandy K Bawden	Sandy K Bawden	BAWDEN THOMAS D/SANDY K TR	3232 E VINEYARD RD PHOENIX 85042	122-81-004M
			SALTZMAN FAMILY LIVING TRUST	3264 E VINEYARD RD PHOENIX 85042	122-81-005A
			JAC & LEE LLC	3260 E VINEYARD RD PHOENIX 85042	122-81-005B
2.2.21		CHRISTINA LEADBETTER	LEADBETTER CHRISTINA	3268 E VINEYARD RD PHOENIX 85042	122-81-005C
			STRATMAN JENNYFER J	3502 E VINEYARD RD PHOENIX 85042	122-81-007A
	Donna Young	2.3.2021	YOUNG JOEL D & DONNA S	3454 E VINEYARD RD PHOENIX 85042	122-81-007B
			PENSCO TRUST CO FBO LAWREN...	3546 E VINEYARD RD PHOENIX 85042	122-81-008

Opposition to Rezoning Application (Z-35-20-8) & General Plan Amendment (GPA-SM-1-20-8)

Location: Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
(Assessor Parcel Nos. 122-79-019B and 122-79-019C, approximately 17.27 acres)

At 11.2 du/acre, this proposal is inappropriate to the land use and would set a precedent for high density housing that will cascade across the 16+ million square feet between 24th St and 40th St that the community's infrastructure and services are not equipped to handle, destroying the agricultural legacy of this community. We, the undersigned PROPERTY OWNERS, support the current and voter-approved land use map of 0-2 dwelling units per acre.

Date	Signature	Print Name	Owner	Address or Lat	APN
			WARD JOHN F/CARLEY TR	3535 E VINEYARD RD PHOENIX 85042	122-97-001Y
			VILLAGE GARDEN VILLAS LLC	6433 S 32ND ST PHOENIX 85042	122-81-001B
			ARIZONA CULTURAL ACADEMY INC	6445 S 32ND ST PHOENIX 85042	122-81-001D
			VESPER PROPERTIES III LLC	6439 S 32ND ST PHOENIX 85042	122-81-001E
			CARMACK GARY D	6441 S 32ND ST PHOENIX 85042	122-81-001F
2/2/21	Julie Priest-Apodaca	RON J APODACA Julie Priest Apodaca	APODACA RON J & PRIEST JULIE	3250 E VINEYARD RD PHOENIX 85042	122-81-002A
			PARMELEE DANA EARL	3252 E VINEYARD RD PHOENIX 85042	122-81-002B
			ARMENTA SAUL/RAMIREZ SANDRA	3338 E VINEYARD RD PHOENIX 85042	122-81-003C
			PRANGE NINA	3350 E VINEYARD RD PHOENIX 85042	122-81-003D
			ALL SEASON WHOLESALE GROW...	6623 S 32ND ST PHOENIX 85042	122-81-004D
			SOPHIAS ON VINEYARD LLC	3202 E VINEYARD RD PHOENIX 85042	122-81-004G
			ALL SEASON WHOLESALE GROW...	6623 S 32ND ST PHOENIX 85042	122-81-004K
			BAWDEN THOMAS D/SANDY K TR	3232 E VINEYARD RD PHOENIX 85042	122-81-004M
K.E. Saltzman		K.E. Saltzman	SALTZMAN FAMILY LIVING TRUST	3264 E VINEYARD RD PHOENIX 85042	122-81-005A
			JAC & LEE LLC	3260 E VINEYARD RD PHOENIX 85042	122-81-005B
			LEADBETTER CHRISTINA	3268 E VINEYARD RD PHOENIX 85042	122-81-005C
			STRATMAN JENNYFER J	3502 E VINEYARD RD PHOENIX 85042	122-81-007A
			YOUNG JOEL D & DONNA S	3454 E VINEYARD RD PHOENIX 85042	122-81-007B
			PENSCO TRUST CO FBO LAWREN...	3546 E VINEYARD RD PHOENIX 85042	122-81-008

Date: Tue, 2 Feb 2021 19:11:53 -0700
Subject: 40th st and southern property virtual hearing next week Feb9
hi Enrique - I live in Heard ranch and recently remodeled my home with significant iinvestment. I would like to attend this meeting as I am concerned about the high density neighborhood being planned even after initial inputs to the developer on the intent of this neighborhood and better options for this parcel. We suggested win-win options to current residents and developer and would like to hear what the development team has to say about the inputs.Can u pls send me the invite to the virtual meeting.
rgds
Raj Chotalla
3840 E Vineyard
Phoenix 85042

From: Regena Gustafson
To: Enrique A Bojorquez-Gaxiola
Subject: Z-35-20-8 and GPA-SM-1-20-8 40th and Southern Project
Date: Monday, March 8, 2021 4:19:13 PM

This is to register our opposition to the project Z-35-20-8 and GPA-SM-1-20-8 40th and Southern Project.

While I am unable to attend and speak to this matter directly, I would like to yield my time to Patty McKinstry.

Thank you for your time. Jeremy and Regena Gustafson



WARNING! WIRE FRAUD ADVISORY
Wire fraud and email hacking/phishing attacks are on the rise! If you receive an email containing Wire Transfer Instructions, **DO NOT RESPOND TO THE EMAIL!** Instead, call your loan officer or closer immediately, using previously known phone number and **NOT** any information provided in the email, to voice verify the information prior to sending any funds.

February 5, 2021

To: enrique.bojorquez-gaxiola@phoenix.gov, SouthMountainVPC@phoenix.gov, council.district.8@phoenix.gov

CC; somosbuildbam@gmail.com

Subject: "Opposition to 40th St. and Southern Ave. Z-35-20-8 and GPA-SM-1-20-8"

To Whom It May Concern,

As the owner and operator of Arid Solutions Nursery, my name is Bob Underwood. I have grown my business for the last 30+ years at our current location in South Phoenix. Arid Solutions Nursery employs over 30 people and generates over a million dollars in revenue; we cultivate and produce thousands of plants and trees year-round for our communities through-out the valley.

Arid Solutions Nursery has kept with the agriculture look and feel, in South Phoenix, that so many people have come to appreciate and enjoy. We get the privilege to make a difference in so many lives and touch people we will never meet by providing beautiful plant material for their communities.

I emphatically agree with somosbuildbam.org and oppose this proposal in its current state. At 460% above the density for this area, it is inappropriately dense. But, seeing as the Applicant has not engaged the neighbors, I believe a mutual agreeable development opportunity has potential to still be salvaged. Please add this to the official case file for Z-35-20-8 and GPA-SM-1-20-8.

Arid Solutions Nursery sprawls three parcels across 1,053,253 sq ft directly to the west of this proposal, highlighted in the aerial imagery below. This 17.27 gross acre proposal comes out to two parcels across 685,678 sq ft according to the county assessor's office.

In 2001, I proactively and electively rezoned my largest parcel (~743k sq ft, the one highlighted in blue below) to Mixed Use Agriculture (MUA). The process of rezoning nearly 75% of my land to MUA was difficult and costly (see Z-14-01-8). I spent hundreds of thousands of dollars (in 2001 value) to ensure that the land development and design standards were compliant with the MUA zoning regulations. This ultimately included conceding a 20-foot easement through my property for a multi-use trail. However, I was able to successfully work with the City and the Neighbors throughout the rezoning process. The long-term benefits have been successful - and even accretive - to my business even twenty years later. I am grateful for having collaborated with the City and the Neighbors.

Arid Solutions is not alone; over a quarter of the MUA District has successfully adopted the MUA development and design standards. MUA has proven to be both desirable and profitable. Over half of the MUA is still remnant farmland and prime to follow the MUA path I have helped pioneer for this area. There is no precedent, nor even need, for disposing of the MUA standards, especially at a location adjacent to my property that has been hard zoned MUA for twenty years and where I did my part and complied with the City's stated vision for the land use. It would be clearly hypocritical of the City of Phoenix to allow this development to be approved as it stands.

However, if this proposal is to move forward, it will reduce the current planning for our district without producing a responsible nor coherent alternative plan. At the west end of this stretch of remnant

farmland, the Arbors was approved at 50% over planned density - near 24th St and Southern Ave - due to proximity to a community college and major retail, to have this project go in at 460% over planned density (without a driving impetus like the Arbors) at the east end of the remnant farmland, will set a precedent that will destroy the planning for over 16 million sq ft of remnant farmland in between. How can one zoning application have so much power? Where is the voice of the impacted residents in this matter?

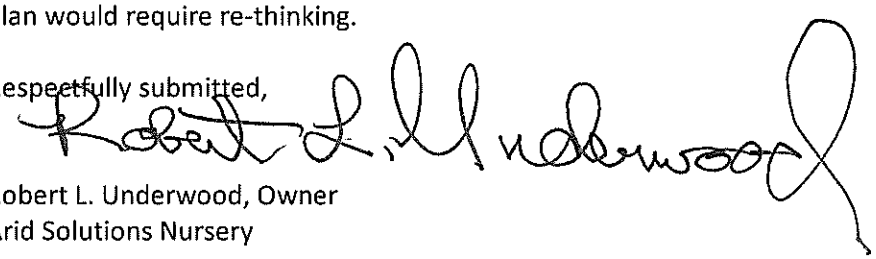
To have a proposal such as this one disregard the legacy of this community, which is even codified through zoning overlay districts and elaborated upon in the General Plan, is an outrage to the history of this community and an insult to those, such as myself, who have invested their own hard money, trusting in the governing planning documents for land use of this community.

In addition, the Applicant has refused to work with me as their neighbor to resolve my unresolved concerns in any meaningful way.

* The density is needs to be anchored to the General Plan.
* The parking is insufficient.
* Open Space appears dubiously calculated and inadequate.
* Front, rear, and side setbacks are woefully inadequate for each residence.
* The main ingress/egress off 38th St is too narrow.
* There appears to be no easy way contemplated for so many residents to drive westbound.
* etc.

Although Arid Solutions Nursery opposes this proposed development as-is, we still would like to try and work with the Applicant to find an alternative that works for all parties involved and benefits our community. As a fellow businessman who has successfully worked with the Neighbors of this community, it is possible to come together and work together. In summary, the current proposed site plan would require re-thinking.

Respectfully submitted,



Robert L. Underwood, Owner
Arid Solutions Nursery

From:	Robert Underwood
To:	Enrique A Bojorquez-Gaxiola
Cc:	Trent Marchuk; Patty & Bruce McKinstry
Subject:	South Mountain Village Commission meeting 3-9-21
Date:	Monday, March 8, 2021 1:02:07 PM

Good afternoon, Enrique I would like to request to speak tomorrow at the South Mountain Village Planning Commission. I am a long time resident of the Bartlett Heard community and a business owner that is adjacent to the proposed rezoning case. I am definitely opposed to the rezoning of 40th Street and Southern (2-35-20-8 and GPA-SM-1-20-8) as proposed. I believe we can work with the developer and owner to come up with an agreeable solution. Thank you for your consideration.

Respectfully Bob Underwood

robert l. underwood
chief executive officer

AAA LANDSCAPE
3747 E. Southern Avenue, Phoenix, AZ 85040
P 602.437.2690 **F** 602.437.2970
www.aaalandscape.com [aaalandscape.com]

We Beautify the World

Help save paper - please consider the environment before printing this email.

From:	LYNN NOBLE
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Wednesday, February 3, 2021 3:10:46 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,
Ronald and Lynn Noble
3880 E Vineyard Rd
Phoenix, AZ 85042

From: Sandy Bawden
To: Enrique A Bojorquez-Gaxiola
Subject: SMVPC Meeting February 9, 2021
Date: Monday, February 8, 2021 10:37:40 AM

Good morning Enrique,

Please register my opposition to Agenda item#8 GPA-SM-1-20-8 (Companion Case Z-35-20-8).

I wiill also give my time to speak to Trent Marchuk.

Thank you,

Sandy Bawden

From: Sandy Bawden
To: Enrique A Bojorquez-Gaxiola
Subject: SMVPC March 9 Meeting
Date: Tuesday, March 9, 2021 5:14:55 AM

Good morning Enrique,

I hope you are doing well. Please register my opposition to Agenda item#9 GPA-SM-1-20-8 (Companion Case Z-35-20-8).

I will also give my time to speak to Patty McKinstry.

Thank you,

Sandy Bawden

From:	Sara Dunsford
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	Needing your help opposing a project (Z-35-20-8 and GPA-1-20-8)
Date:	Thursday, February 4, 2021 5:17:19 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

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If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

With concern,

Mrs. Sara T. Dunsford
914 East Beth Drive
Phoenix, Arizona 85042

From:	Jeff Zink
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	Opposing a project (Z-35-20-8 & GPA-1-20-8)
Date:	Friday, February 5, 2021 12:54:22 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,

Jeff and Stephanie Zink
2115 W. Vineyard Road
Phoenix, AZ 85041

From:	Tanis June Earle
To:	Enrique A Bojorquez-Gaxiola
Cc:	Patty McKinstry
Subject:	3/9/21 SMVPC Meeting GPA SM-1-20-8 and Z-35-20-8
Date:	Saturday, March 6, 2021 9:37:46 AM

Good morning Enrique,

My husband and I would like for it to be noted at Tuesday's meeting that we are very much in opposition to Agenda Item #9 and #10: GPA-SM-1-20-8 and Z-35-20-8.
We yield our time to Patty McKinstry to speak in unified opposition.

We own and live at 3602 E Vineyard Rd Phoenix, AZ 85042
Bartlett Heard Ranch Neighborhood

Thank you,
Tanis and Ambrose Earle
602.469.0617

From:	Tanis June Earle
To:	Enrique A Bojorquez-Gaxiola
Subject:	2/9/21 SMVPC Meeting GPA-SM-1-20-8/Z-35-20-8
Date:	Monday, February 8, 2021 11:56:07 AM

Good morning Enrique,

My husband and I would like for it to be noted at tomorrow's meeting that we are very much in opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8).

We own and live at 3602 E Vineyard Rd Phoenix, AZ 85042
Bartlett Herd Ranch Neighborhood

Thank you,
Tanis and Ambrose Earle
602.469.0617

From:	Tatiana Peña Marchuk
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	Fwd: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Thursday, February 4, 2021 11:46:53 AM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,
Tatiana Peña
3731 E Saint Anne Ave
Phoenix, AZ 85042

From: Ted Wall
To: Enrique A Bojorquez-Gaxiola
Subject: 2/9/21 SMVPC Meeting
Date: Monday, February 8, 2021 9:28:05 AM

Hi Enrique, Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8). Thanks!!

Sincerely -

Theodore R Wall
INSIGHT VALUATION
3820 E Vineyard Rd
Phoenix, AZ 85042

602.663.4131
Ted.wall@insight-valuation.com

From: Thom Bawden
To: Enrique A Bojorquez-Gaxiola
Subject: SMVPC Meeting Tonight February 9, 2021
Date: Tuesday, February 9, 2021 7:20:19 AM

Hello Enrique,

Please register my opposition to Agenda item#8 GPA-SM-1-20-8 (Companion Case Z-35-20-8). This development is not a good fit for this property.

Thank you,

Thom Bawden

From: Thom Bawden
To: Enrique A Bojorquez-Gaxiola
Subject: SMVPC March 9 Meeting
Date: Tuesday, March 9, 2021 5:21:59 AM

Hello,

Please register my opposition to Agenda Item #9 GPA-SM-1-20-8 (Companion case Z-35-20-8). I will also give my time to speak to Bob Underwood.

Thank you,

Thom Bawden

From:	Tina Behrens
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Monday, February 8, 2021 9:57:24 AM
Importance:	High

As an established resident of the Bartlett Heard Ranch, I urge you to oppose this proposal. Allowing development that erodes the General Plan that was created and approved by this community is a tremendous blow to those of us who work hard to care for and foster this unique neighborhood.

Please DO NOT allow any zoning changes to this property.

Sincerely,

Tina Leadbetter
3268 E. Vineyard Rd
Phoenix, AZ 85042

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Wed, Feb 3, 2021 at 1:27 PM
Subject: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
To: <mayor.gallego@phoenix.gov>, <council.district.1@phoenix.gov>, <council.district.2@phoenix.gov>, <council.district.3@phoenix.gov>, <council.district.4@phoenix.gov>, <council.district.5@phoenix.gov>, Council District 6 PCC <council.district.6@phoenix.gov>, <council.district.7@phoenix.gov>, Council District 8 PCC <council.district.8@phoenix.gov>, <SouthMountainVPC@phoenix.gov>, Enrique Bojorquez <enrique.bojorquez-gaxiola@phoenix.gov>, Somos BuildBam <somosbuildbam@gmail.com>

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,
Trent Marchuk
3731 E Saint Anne Ave
Phoenix, AZ 85042

From:	Tina Behrens
To:	Enrique A Bojorquez-Gaxiola
Subject:	Z-35-20-8 and GPA-SM-1-20-8
Date:	Monday, March 8, 2021 3:24:53 PM

I'd like to register my opposition to the proposed development at 40th Street & Southern Ave in Phoenix (Z-35-20-8 and GPA-SM-1-20-8). I would like to yield my time to speak to Patty McKinstry.

Please let me know if you need additional information.

Tina Leadbetter
3268 E. Vineyard Rd
Phoenix, AZ 85042

From:	Tod Hegstrom
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	SE Corner 40th St & Southern - Zoning Change Request - Apposed
Date:	Monday, February 8, 2021 5:15:45 PM

To All -

Proposal: Zoning Change Request at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)

My Position: Opposed to the above sited zoning changes.

Significant time and effort has been placed, by dozens of South Phoenix residents, into constructing the plans for the South Mountain area. And more specifically to the Baseline Corridor.

Obviously things change, the plans can change. However, the plan has NOT changed.

The zoning request is not consistent with the plan and zoning request **significantly** changes the use. High Density Residential.

We've lost the **flower gardens**, we've lost the **citrus groves**, we've lost the **cotton fields**. We've been inundated with so many apartment complexes and high density housing ... and it has to **STOP**.

Yes, I remember all of those beautiful attributes of South Phoenix. I've lived in South Phoenix for over four decades. My spouse grew up in South Phoenix. Our kids grew up in South Phoenix, and our kids did NOT move away. Our grandkids are growing up in South Phoenix.

I know what we had, I know what we have. A lot has changed. This zoning should not be changed.

Stop it here. Stop it now.

Respectfully Submitted,

- Tod

Tod Hegstrom
602.758.5855
16th St & Southern Area

- ***Psalms 37:5*** **|** *Commit thy way unto the LORD; trust also in him; and he shall bring it to pass.*

- *"Right is right even if no one is doing it; wrong is wrong even if everyone is doing it."*
    - *St. Augustine/Augustine of Hippo*

- And, for the Geeky types:
    - SELECT * FROM users WHERE clue > 0
        - returned 0 results
    - There's no place like 127.0.0.1
    - There are 10 types of people in the world: those who understand binary, and those who don't.

From:	Trent Marchuk
To:	Adriana Garcia Maximiliano
Cc:	Bereket Gebre-Egziabher; Bob Underwood; Enrique A Bojorquez-Gaxiola; FABIOLA MARQUEZ; Greg Brownell; Pattihoash@gmail.com; Patty & Bruce McKinstry; Patty Mckinstry
Subject:	Notes 3/4/21 - 40th St Follow Up - D8 Meeting
Date:	Thursday, March 4, 2021 4:27:45 PM
Attachments:	image003.png image001.png image002.png 40th&Southern_3.04.21.pdf

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Hi Adriana and Councilmember Garcia,

Thank you for organizing today's meeting between the Councilmember, members of the community, members of the SMVPC, and the Applicant. As mentioned during the call, I was - and am in this email - playing the role of resident and constituent.

The neighbors are grateful that the Applicant recognized today that there has been a misconception on the part of the Applicant for the last 8 months. The Applicant correctly observed that the pro-development neighbors are, and have been, willing to work on a solution and a compromise. We can't help but think of all the potential unnecessary churn (in both time and money) that has resulted from the Applicant's unilateral propagation of this misconception. For that recognition, we are grateful

Main Concerns

Please see attached the presentation the neighbors collectively put together to succinctly capture our main concerns. These main concerns can be boiled down to:

1. Density,
2. Density Transition, and
3. Attending Legal Documents

Any other concerns brought up by the Applicant are representative of the Applicant's concerns and not the neighbors' primary concerns.

Just as the Neighbors lack a decree to plan the land around them, it is hard to imagine a Village Planning Committee, Planning Commission, or even a City Council willing to substitute a myopic view on one proposal when such a devastating Precedent would negatively reverberate throughout the legal and governing documents, including at least 400+ acres of surrounding land.

Key Take-Aways

- Due to the trend towards convoluted PUDs, the neighbors strongly prefer hard zoned categories.
- The South Parcel S-1 zoning needs to change, since S-1 is antiquated. We support upgrading to RE-35, but concede up to R1-18.
- The North Parcel's C-2 w/ stipulations is preferred not to change and to remain as-is.
    - These stipulations were negotiated in good faith and the neighbors, including the business owner to the west, have tangibly performed their end of the agreement.
    - The property owner is not known to have yet tangibly performed any portion of their agreement - including not even marketing the land properly for 15+ years.

- Any change to the existing C-2 stipulations will require a hearing with the SMVPC
- To demonstrate the pro-development nature of the neighbors, we proactively concede further an openness to negotiating the existing stipulations to allow some level of residential on the north 7 acres.
- The Applicant is invited to work with the Neighbors to collectively determine what trade-offs are acceptable.

In support of the above and the discussions today, there have been some minor adjustments made to the deck. If you have any questions, please reach out and we will be happy to explain each point of clarification.

The benefit of allowing the neighbors to share what they have collectively organized in advance is a great efficiency that is invaluable to productive conversation. Your continuing to allow the practice is of great value to the process and to transparency. We recognize that the result of these neighbor slides is that the ensuing conversation is focused and we can accomplish a lot in just one hour.

Optimism

The neighbors remain optimistic. We see a path forward to work with the Applicant, if they so desire to work with us. If they do not, we recognize this market is sufficiently conducive to another developer being willing to work with the community - especially if/when the land is actually marketed properly.

We have recognized the current, legal hard zoning and shared the neighbors' preferred outcome based upon decades old agreements that the neighbors have performed upon, but the property owner has not.

Despite this situation, the pro-development neighbors have provided additional concessions that should be sufficient for a respectful developer to act upon and realize their required rate of return.

We remain willing to discuss further and find a mutually agreeable solution

Respectfully submitted,
Trent Marchuk

On Wed, Mar 3, 2021 at 7:41 PM Trent Marchuk <trentchristopher@gmail.com> wrote:

> Hi Adriana,
>
> We met as Neighbors tonight and will be able to accommodate the meeting tomorrow at 12n.
>
> Depending how that conversation goes, we could use Monday 9a as a follow-up discussion.
>
> Thank you,
> Trent

40th St & Southern Ave:

A Neighborhood Collective's Perspective

March 4, 2021

Rezoning Application:	Z-35-20-8 & GPA-SM-1-20-8
Request:	BAOD (Farm or Ranch Residence, Baseline Area Overlay District) and C-2 BAOD (Intermediate Commercial, Baseline Area Overlay District) to PUD BAOD (Planned Unit Development, Baseline Area Overlay District)
Location:	~340 feet west of the southwest corner of 40th Street and Southern Avenue in Phoenix.
Assessor Parcel Nos:	122-79-019B and 122-79-019C, approximately 17.27 gross acres
Neighborhood Collective:	Patty McKinstry 3811 E. St. Catherine Ave. Phoenix, AZ 85042 602-421-6552 somosbuildbam@gmail.com

Agenda

- A Collective Perspective
- 3 Main Arguments
- Land Use & Design: Today
- Land Use & Design: Concession Evolution
- Appendix

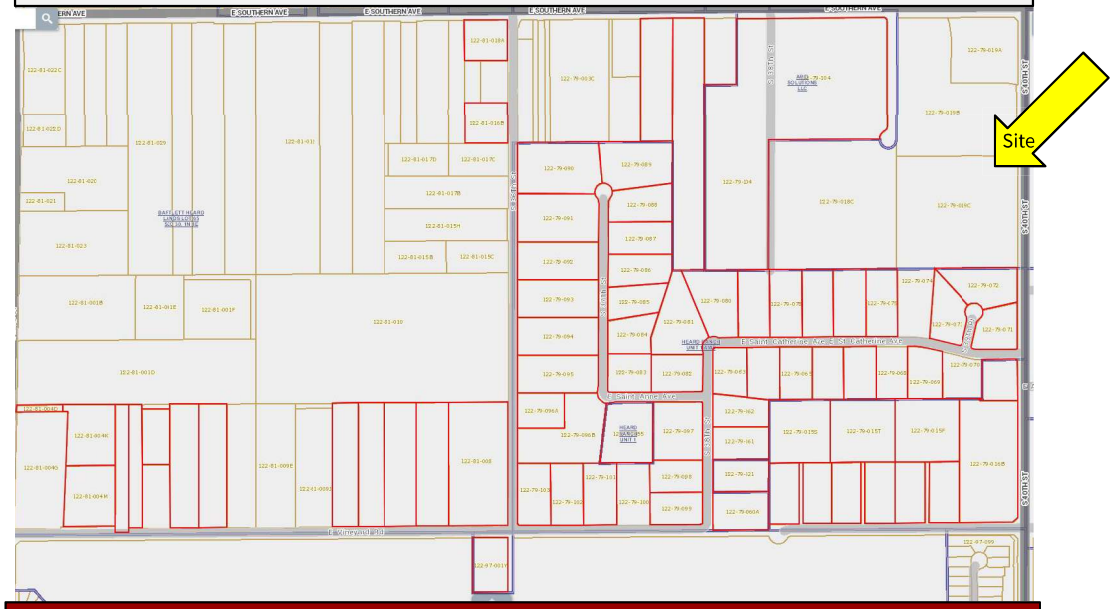
A Collective POV

Neighbors' Opposition Petitions (Property Owners)

	Sq Ft*	Acres	Parcels
Adjacent & Contiguous	4,580,072	105	58
Additional Neighbors	+1,292,318	+ 30	+ 18
Total	5,872,390	135	76

- 94.5% of property owners to the South have signed the Opposition Petition
- Many opposition letters received from throughout the South Mountain Village and the Laveen Village

***Legend**: Red outline indicates property has registered Active Opposition.*



We hope this dispels any prior misrepresentation counter to the following points:

1. The vast majority of neighbors are in Active Opposition; this proposal is shockingly out of conformance with the General Plan with no explanation as to why.
2. The proposal's impact to the South Mountain Community is unknown.
3. We have consistently represented the views of many residents.
4. We remain hopeful and open to remedying this site plan.

3 Main Arguments

1. **South Mountain celebrates its ag heritage.**
   a. MUA and the new Arizona Fresh-Agri Food Innovation Center is emblematic of that, and presents the opportunity to keep the uniqueness of South Mountain.
   b. Other rezonings in this area have been related to AG uses, e.g. 3329 E Southern (z-8-19-8), 32nd and Roeser (z-4-20-8) so the use is definitely being supported and utilized.
   c. There is no MUA anywhere else in the City.
   d. The Neighbors' ideal vision is to honor the existing agreement: retain C-2 with current stipulations as well as upgrade S-1 to RE-35. *(See Appendix Slide #24)*

2. **This particularly property has already gone through a rezoning process**.
   a. The entire community was involved in the compromises that resulted. *(See Appendix Slides # 10, #23 # 33-37)*
   b. Neighbors have honored their end of the associated agreements.
   c. The property owners have failed to live up to their agreements; why would now be any different? *(See Appendix Slide #12)*
   d. The Applicant's proposal represents a 1,830% increase over the current, legal hard zoning density allowance. *(See Appendix Slide #14)*

3. **Rooftops are coming to the entire Village, already fueling needed Retail and Services.**
   a. There are many other locations in the Village that are supporting and developing increased housing at higher densities (examples 16th and Baseline, 18th and Baseline, 19th Ave and Southern, 16th Street and Southern).
   b. Multiple alternative locations exist for this project throughout the Village *(See Appendix Slides #30-32)*
   c. Needed services (restaurants, etc) will come as a result of housing in the whole of South Mountain.
   d. MUA and its lower densities need to be preserved in order to keep this unique feature of South Mountain.

Land Use & Design: Today

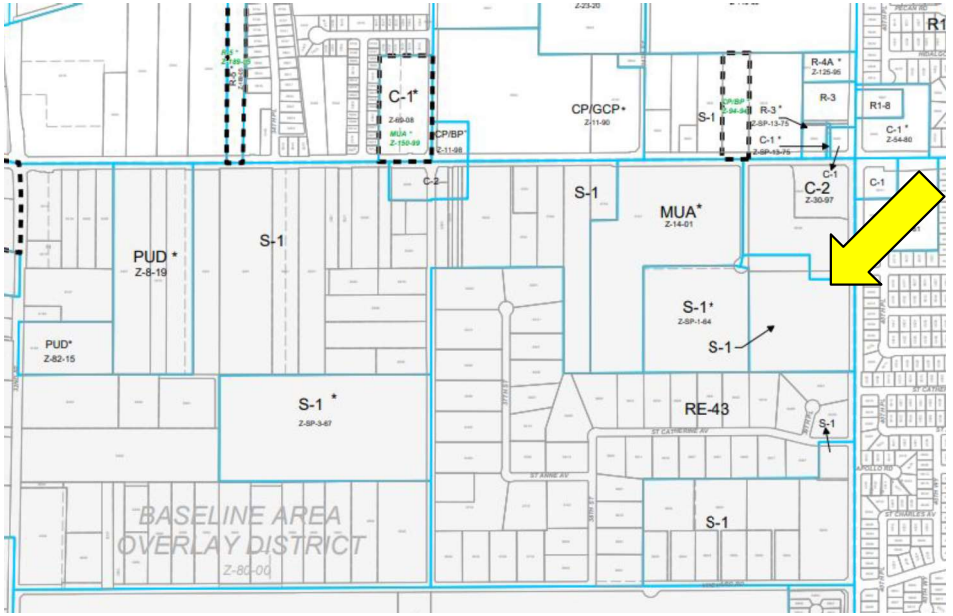
Current Hard-Zoning and History of These Parcels

- The South Parcel
  - Has "always been" S-1
  - No approved hard zoning change on record for this parcel.
- The North Parcel
  - C-2 Zoning w/ Stipulation in 1997 (Z-30-97)
  - No additional zoning change on record.
- The MUA and BAOD Overlay Districts
  - MUA applied since about 1996 (SM-2-96-6-8)
  - BAOD applied since about 2000 (Z-80-00)
  - They were both re-approved by 76% of voters in 2015
- No other GPA cases or amendments have occurred since the BAMP was adopted
- ***Due to the trend towards convoluted PUDs, the neighbors strongly prefer hard zoned categories such as RE-35.***

Therefore, the current permissible residential dwelling units on this property is as follows.

Parcel	Current Hard Zoning	Density Allowance (du/acre)	Approx. Acreage	Total Permissible Dwelling Units
North Parcel	C-2 w/ Stips	0 du/acre	7.25	0
South Parcel	S-1	0-1 du/acre	10.02	10
Combined	**Various**	0-1 du/acre	**17.27**	**10**

https://www.phoenix.gov/pddsite/Documents/PZ/pdd_pz_pdf_00324-d10.pdf

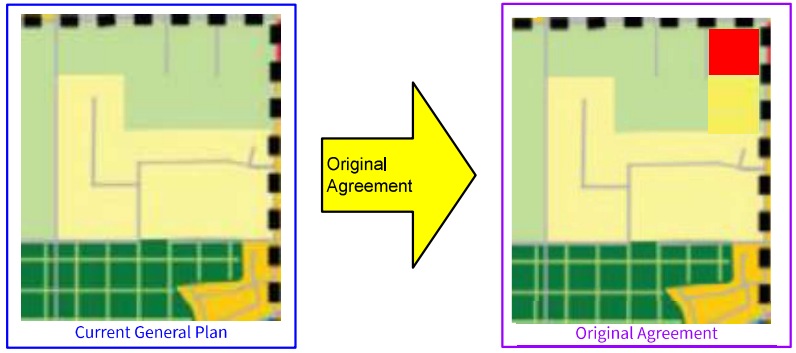


The Neighbors welcome responsible development.
Discussions start from an anchor of 10 dwelling units for the entire 17.27 acres.

Land Use & Design: Concession Evolution

Option	Current Hard Zoning		Original Agreement *(See Slide #9)*		Neighbor Concession	
Parcel	North Parcel	South Parcel	North Parcel	South Parcel	North Parcel	South Parcel
Hard Zoning	C-2 w/ Stipulations	S-1	C-2 MUA w/ Stipulations	RE-35 MUA	C-2 MUA w/ Negotiated Stipulations	R1-18 MUA
Density Allowance (du/acre)	0	1	0	1.10 (1.32 bonus)	0+	1.95 (2.34 bonus)
General Plan Categories	MUA	MUA	Commercial MUA	1 to 2 du/acre MUA	Commercial MUA	1 to 2 du/acre MUA
Approx. Acreage	7.25	10.02	7.25	10.02	7.25	10.02
Dwelling Unit Sub-Total	0	10	0	14	0+	23
Dwelling Unit Total	**10**		**14**		**23+**	





This proposed compromise has a Density Transition aligned to the General Plan.
The neighbors are willing to get creative on both the C-2 and the S-1 parcels; work with us.

Thank you

From:	Trent Marchuk
To:	Enrique A Bojorquez-Gaxiola
Cc:	PDD South Mountain VPC; Council District 8 PCC; Adriana Garcia Maximiliano; Somos BuildBam
Subject:	Support_Petition Signatures_01-26-21.pdf (Z-35-20-8 and GPA-1-20-8)
Date:	Thursday, February 4, 2021 12:24:10 PM

Hi Enrique,

Please add this email to the official case file for Z-35-20-8 and GPA-1-20-8.

Somosbuildbam.org reviewed the Applicant's support petition submissions as found in the Records Request file entitled, "Support_Petition Signatures_01-26-21.pdf". Our resident collective counted 249 submissions in total.

With the below concerns, we strongly believe that the validity and integrity of the Applicant's support petition should be carefully analyzed and request the City to perform additional due diligence.

A general observation is that all 249 submissions lack a date. The neighbors believe that it matters to know when these signatures were supposedly collected. Does the City share that concern?

A second general observation is that the level of organization and effort that went into this activity must have been well planned and taken significant time. When the Applicant's plan was rejected in 2019, it was with a recommendation to start with the neighborhood homeowners next time around. Why is there virtually no support for this proposal garnered from the neighborhood homeowners and property owners within the Baseline Area Overlay District (BAOD) nor in the Mixed Use Agricultural (MUA) District?

More specifically, our analysis indicates that over one in four of the Applicant's submissions are open to challenge based upon a simple initial analysis:

- 46 submissions appear to lack actual signature,
- 13 addresses cannot be found,
- 5 submissions have addresses listed outside the Village or at a motel, and
- 1 was a duplicate.

However, we have particular concern about 3 households:

1. Ron Apodaca. Mr Apodaca claims he never signed the Applicant’s petition. He states that she approached him at a gas station, asked him to sign, and he refused. He was coming from work and wearing a name tag that identified him. Mr Apodaca is surprised and concerned that his signature appears to be forged.
2. Phil Keyack. The address associated with this signature is listed as owned by Ronald and Lynn Noble. Phil Keyack was staying as a guest temporarily at the Noble residence. Phil Keyack did not have authorization from the Noble family to sign for their property address. Mr Noble, the property owner, is opposed to this project and is surprised and concerned their address appears to be misrepresented by the Applicant. This opens a question for about 118 (or nearly half) of the submissions where the signatory does not match the last name of a registered property owner.
3. William and Janet Sills. William and Janet were dear members of our community. We

would like to know the dates of these signatures. William is now deceased, but he battled with dementia for quite some time. Janet has had her own health issues for quite some time and is no longer in the home. They both reportedly have actively fought for the community against opportunistic developers in the past. Multiple neighbors have cared for and watched over William "Stu" and Janet for years. There is strong suspicion among some of those neighbors that someone may have taken advantage of William "Stu" and Janet's declining and elderly state when securing their signatures. Would this be of concern to the City?

We have found other anomalies with the submitted signatures, but the above are the most straight-forward to explain and are deeply concerning.

One neighbor believes that there is a legal term when finding one forgery that calls all accompanying submissions into question. They mentioned the phrase “Falsus en uno Falsus en omnibus” which supposedly means "False in one false in all".

We are not lawyers, so could not definitively state that a forgery occurred nor what would be the remedy if it did occur. Can you guide us in this matter? Do you need any further details from the neighbors to support any of the above?

What does the City do with the signatures themselves when provided information about misrepresented signatures that have been submitted?

Respectfully submitted,
Trent Marchuk
somosbuildbam.org [somosbuildbam.org]

Enrique A Bojorquez-Gaxiola

From: Trent Marchuk <trentchristopher@gmail.com>
Sent: Thursday, February 18, 2021 4:55 PM
To: Adriana Garcia Maximiliano
Cc: BILL GLOVER; Bereket Gebre-Egziabher; Beth Postma; Bob Underwood; FABIOLA MARQUEZ; Greg Brownell; Patty & Bruce McKinstry; Patty Mckinstry; Ted Wall; Van Jackson; Pattihoash@gmail.com; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; Marcia Busching
Subject: 40th & Southern 2-18-21 Meeting - Neighbor Presentation
Attachments: Councilmember Garcia 40th_Southern_02.18.21.pdf; 40th&Southern_CBRE_Flyer.pdf

Hi Adriana,

Please extend our gratitude to Councilmember Garcia for facilitating today's discussion. The neighbors are appreciative and we indeed are interested in a follow-up discussion.

Please find attached the neighbors' presentation from today as well as the flyer that has been used to market the land.

Also, please find comments below in reference to:

- Framing Density Increases
- Transitional Density Reference Points
- Neighbor Willingness to Negotiate

Framing of Density Increases

To Mr Morris' point, accurate framing of the density increase is important.

One way to consider the framing is the General Plan envisions 2 du/acre. This proposal asks for 11.2 du/acre. Hence, we have simply represented a 460% increase relative to the General Plan - which is a legal document.

A second way to see it is according to the hard zoning. Jason is right that normally C-2 applied to the north parcel can generally realize ~17 du/acre and the General Plan envisions 2 du/acre for the south parcel. However, creating the ~136 unit max for the 17 acres is at the heart a disingenuous calculation. It compares apples to oranges by using one generic hard zoning number combined with a General Plan number. Basically, it uses mathematical gymnastics / smoke and mirrors to inaccurately purport a 40% increase.

Since the General Plan was used in the first approach, the logically consistent way of showing this second perspective of density increase is by using the existing hard zoning.

- Currently, the south 10 acre parcel is zoned S-1 or 1 du/acre. That is ~10 units total for the south.
- The north parcel is currently zoned C-2 w/ stipulations. These existing stipulations currently preclude any residential use on those 7 acres. That is ~0 units total on the north.
- So, we have (10+0) 10 total dwelling units that can currently go on that combined land as it is currently zoned.
- That all equates to (193-10)/10 or roughty an 1,800% increase, if we are to go with an apples to apples analysis.

So, is 460% increase or an 1,800% increase a better framing?

Transitional Density Reference Points

That being said, the neighbors have not told the Applicant - using his words - to go away. We are optimistic a compromise can be made. And Marcia Busching's compromise, as mentioned, the neighbors would be willing to explore further.

The neighbors have consistently said Density is our main concern. The desire for "transitional density" is not in reference to the one multi-family complex kitty corner across the street (probably zoned before districting) nor the vacant land to the north envisioned for eventual commercial park nor even the Industrial Park (which isn't that a form of Commercial? please check bc the naming convention might otherwise throw a casual observer) to the east.

What's important to note is all of those references are **outside** of the Baseline Area Master Plan, the BAOD, and the MUA. Historically, 40th St is a manmade barrier, because the past developers thought people would only buy homes in the Tempe School District and wouldn't buy homes in the Roosevelt School District. (How fair is that?!) And Southern is a manmade barrier between residential and the commerce park to the north that serves as a buffer to Industrial. So, comparing this corner to the other three corners totally disregards context and real history.

Therefore, the reference point for proper density transition has always been from **within** the Baseline Area Master Plan and from **within** the attending Overlay Districts to which this land is part. To frame it otherwise is misleading, at best.

Therefore, a jump from 0-1 du/acre immediately to 10-15 du/acre is simply not only incompatible to the General Plan, but it is simply not appropriate Density Transition.

We do agree with, I believe Tamala?, that there is beauty in multiple types of housing options. And our area can be inclusive of that vision, as the neighbors' willingness to negotiate demonstrates below.

Neighbor Willingness to Negotiate

Mr Morris represented early on that the only area he will **not** negotiate on is Density. Even before these negotiations, Mr Morris dropped from 12 du/acre to just 11.2 du/acre months ago before even talking to the Neighbors. He stated today that he refuses to budge on Density any further. Yet, that is - and has been - our primary concern.

The neighbors, on the other hand, have shown a willingness to come off the currently-approved hard zone of 10 units for the entire 17 acres to something along the lines of what Marcia has suggested - which would be around 93 total units. This would be a second HUGE gift to the property owners from the SMVPC.

- This is an 9x increase in total units relative to what is currently allowed. (~21 units on the south parcel and ~72 units on the north parcel).
- This equates to 5.38 du/acre total; already nearly double what any residential development has received in the MUA so far!
- The neighbors haven't agreed to these specific numbers, btw, but they have agreed with the concept
- But, this proves we have at least shown a willingness to negotiate off of our stance of 2 du/acre by almost 3x!
- In return, the neighbors would prefer this not to be captured in a PUD, but prefer hard zoning to safeguard from a negative Precedent to the rest of the Overlay Districts

So, we ask an objective assessment on who is being intractable in this situation?

Where is the reciprocated good faith from Mr Morris to actually work with the neighbors?

It could be that the above further exposes the fact that this is the wrong project for this location. Which we strongly believe is the case. But, it is also within this Developer's rights and capacity to offer a different product type and different proposal for this area. Single Family Rental is not their only competence; in fact, looking at Brown's website, it isn't really even their primary competence. Doesn't South Mountain deserve the quality of a Developer's primary competence anyhow?

It is also within the landowner's rights and capacity to (finally!) market this land appropriately to attract the right type of developer. In this market, we don't have to accept this proposal or nothing.

Please know that the above and attached represents a collective voice and not my own nor only a small handful of voices.

We appreciate your voice so far and hope you will continue to use that powerful voice to represent the voices of your constituents.

Respectfully submitted,
Trent Marchuk

On Wed, Feb 17, 2021 at 5:34 PM Trent Marchuk <trentchristopher@gmail.com> wrote:

Thank you Enrique. The time and energy you have put into the reply is appreciated.

Best,
Trent

On Wed, Feb 17, 2021 at 5:20 PM Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov> wrote:

Hello Trent,

Not sure if I'm understanding correctly, but my email yesterday was a follow-up to a Friday email sent to the Council District 8 office regarding your questions. Now, in regards to those questions, here is the Council District 8 response/information for tomorrow's meeting:

- We will allow others to share their screens.
- Folks will not be on mute when they join and will have the ability to mute/unmute.
- Councilmember Garcia will facilitate the meeting.
- Organic conversation – folks will not be timed.

Once again, for anyone in the community who has not registered for tomorrow's meeting, please register using this link ahead of the virtual meeting which starts at 2:30pm tomorrow, 02/18:

40th St & Southern Ave:

A Neighborhood Collective's Perspective

Rezoning Application: Z-35-20-8 & GPA-SM-1-20-8

Request: BAOD (Farm or Ranch Residence, Baseline Area Overlay District) and C-2 BAOD (Intermediate Commercial, Baseline Area Overlay District) to PUD BAOD (Planned Unit Development, Baseline Area Overlay District)

Location: ~340 feet west of the southwest corner of 40th Street and Southern Avenue in Phoenix.

Assessor Parcel Nos: 122-79-019B and 122-79-019C, approximately 17.27 gross acres

Agenda

- General Feedback
- Sentiment Summary
- Specific Feedback

General Feedback

Thank you for this oppty; the neighbors did what was asked of us:

1. Solicited feedback from neighbors
2. Formed a team of representatives
3. Met ahead of time
4. We crafted a shared vision



Neighboring Property Owners
10+ Volunteer Representatives
20+ Email Responses
75+ Signatures
135+ acres

- Thank you
  - We appreciate the 2/9/21 SMVPC provided stipulations
  - We appreciate you are willing to allow the Neighbors, Residents, and Constituents to participate.
  - This is a complex area to develop to meet land owner's price point and the decades old planning requirements
- Vision
  - Our vision is the General Plan and the Baseline Area Master Plan, which underpin and contextualize the Baseline Area Overlay District (BAOD)
  - Density and Use within this Proposal are not Compatible with the General Plan.
  - The Phoenix General Plan is established law.
  - The Baseline Area Master Plan is part of the General Plan
  - We conceptually support the stipulations provided by the SMVPC on 2/9/21.
  - Whatever is done to this property should be done with the Community in mind.
- Trust Deficit
  - We feel vulnerable
  - Applicant, due to inconsistent representations to the neighbors over many years.
  - Attorneys, due to past bait and switch; we feel we are getting setup again
  - Lack of opportunity to actually meet and participate in this process.
  - Why change our General Plan and Overlay Districts when so many compatible alternative vacant lots are available?
- We remain hopeful
  - We are going to take a trust, but verify approach
  - The sure way to gain neighborhood trust is to give an honest, verifiable answers.
  - We will commit to likewise continue being professional and respectful in return.

The Phoenix General Plan is existing law; the Baseline Area Master Plan is part of the Phoenix General Plan.
The Density and Use within this Proposal are not Compatible with the Phoenix General Plan.

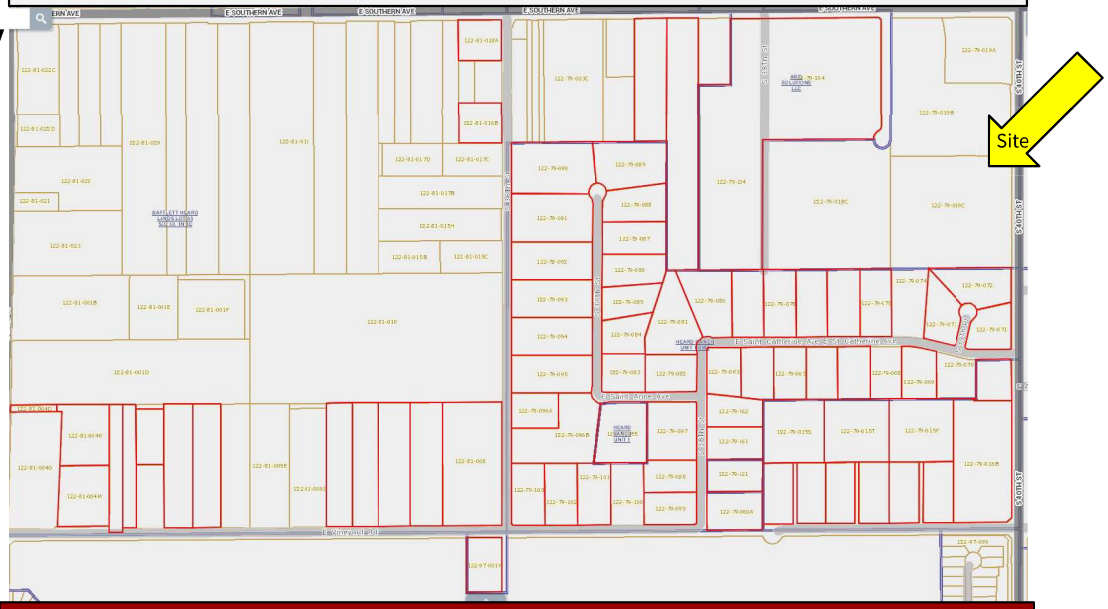
Sentiment Summary

Opposition to Rezoning Application (Z-35-20-8) & General Plan Amendment (GPA-SM-1-20-8)

Location: Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
(Assessor Parcel Nos. 122-79-019B and 122-79-019C, approximately 17.27 acres)

At 11.2 du/acre, this proposal is inappropriate to the land use and would set a precedent for high density housing that will cascade across the 16+ million square feet between 24th St and 40th St that the community's infrastructure and services are not equipped to handle, destroying the agricultural legacy of this community.
We, the undersigned PROPERTY OWNERS, support the current and voter-approved land use map of 0-2 dwelling units per acre.

***Legend**: Red outline indicates property has registered Active Opposition.*



Neighbors' Opposition Petitions (Property Owners)

	Sq Ft*	Acres	Parcels
Adjacent & Contiguous	4,580,072	105	58
Additional Neighbors	1,292,318	30	18
Total	5,872,390	135	76

We hope this dispels any prior misrepresentation counter to the following points:

1. The vast majority of neighbors are in Active Opposition; this proposal is shockingly out of conformance with the General Plan with no explanation as to why.
2. The proposal's impact to the South Mountain Community is unknown.
3. We have consistently represented the views of many residents.

This project represent the keystone of the Baseline Area Master Plan.
This plan took years of deliberation from its residents and they defend it with passion.

Specific Feedback



Neighboring Property Owners
10+ Volunteer Representatives
20+ Responses
75+ Signatures
135+ acres

Community Support for keeping the current land use map outlined within the Baseline Area Master Plan. Reasons provided:

- This product type is unproven and not compatible with this location
- Other municipalities have begun to express concern with this product type
- The Developer has no vested interest in the Community
- This is opportunistic for the Developer while sucking equity from the people
- This is land was inherited, yet heirs parasitically insist on top dollar
- The benefits will only go to those outside South Phoenix
- The land has stayed vacant because the property owners have destroyed value despite already being given a huge gift by SMVPC they don't know how to split.
- The adjacent property owner has added value to the community, employing 500+ people year-round, hard zoned his land to MUA, and even built 39th St.
- A Banker who actively lends to these product types, said this project in this location really is "Predatory Development".



This density is not appropriate to this location

- Closest **city park** is over 1/2 mile away
- Closest **full service grocery store** is over 1 mile away (Food City)
- Closest **full service restaurant** is over 1 mile away
- Closest **desirable retail** is 3 miles away (24th & Baseline)
- Closest **entertainment center** is 3 miles away (AZ Mills)
- Closest **Light Rail** is 3.5 miles away (Washington/44th)
- Closest **hospital** is 5 miles away, no emergency services
- Unknown if **Roosevelt School District** can support (omitted from Staff Report)

This density, at 460% increase over what is in the General Plan, is completely inappropriate.

Thank you

This Land Has Not Been Marketed Properly

Since inheriting the property, the owner has had the property listed through the same *industrial* real estate specialists at CBRE.

When asked if the owner would be willing to explore other Land Use specialists, she replied that Mark Krison had been her realtor for 15 years.

According to Mr. Krison's profile, he "has devoted most of his time (since 1991) to working in three specific areas of the industrial real estate profession." Mr Krison is likely a very talented specialist in industrial real estate. However, the real estate industry is specialized. The land has been zoned for residential and commercial use for over 20 years.

This information calls into question the claim the that land use must evolve in order to develop.

We contend that the marketing strategy must evolve for the land to develop.

Examples of Inaccurate Statements in the Published Flyer		
Statement on Flyer	Reality	Commentary
C-2 and R-43 Zoning, City of Phoenix	C-2 and S-1 Zoning, City of Phoenix	1 du/acre residential use in a City of Phoenix Enterprise Zone has no redeeming qualities.
Located within City of Phoenix Enterprise Zone	Not located within a City of Phoenix Enterprise Zone	
Water: City of Phoenix	Water: City of Phoenix, SRP Irrigation	SRP irrigation is an omitted asset when marketing this property.



Failure to properly market the land is insufficient grounds to diminish the value of surrounding neighboring properties so an inheritance may be maximized at the expense of South Phoenix residents.

40th St & Southern Ave:

A Neighborhood Collective's Perspective

March 9, 2021

Rezoning Application:	Z-35-20-8 & GPA-SM-1-20-8
Request:	BAOD (Farm or Ranch Residence, Baseline Area Overlay District) and C-2 BAOD (Intermediate Commercial, Baseline Area Overlay District) to PUD BAOD (Planned Unit Development, Baseline Area Overlay District)
Location:	~340 feet west of the southwest corner of 40th Street and Southern Avenue in Phoenix.
Assessor Parcel Nos:	122-79-019B and 122-79-019C, approximately 17.27 gross acres
Neighborhood Collective:	Patty McKinstry 3811 E. St. Catherine Ave. Phoenix, AZ 85042 602-421-6552 somosbuildbam@gmail.com

Agenda

- South Phoenix is Pro-Development
- Collective Response
- 3 Main Unresolved Concerns
- Proposed Solutions / Concession Evolution

South Phoenix is Pro-Development

Record of Development Support

Name	Rep	Support?	Notes
The Sanctuary (Z-35-20-8)	Withey Morris	**No**	Significantly imperils the Certainty and Character of the District and therefore the Baseline Area and South Mountain Village.
MPC Holdings / ELS (Z-8-19)	Gilmore	**Yes**	We offered objective suggestions that might resolve the differences between Applicant and other neighbors.
Rainer Place (ZA-216-20)	Withey Morris	**Yes**	Proposal sought to densify at NW corner of 32nd St and Baseline. We supported, because densification complied with the vision of the General Plan. We did formally request adjustments to landscaping setbacks.
Industrial Metal Supply (Z-23-20-8)	Withey Morris	**Yes**	We supported because it retains a local employer and the city's stipulations were impressive, even outside of the District. Due to proximity to the Sanctuary, we asked that a traffic study be conducted to look at both proposals together.
Remove Historical Preservation (Z-46-20)	Unknown	**Yes**	The collective supports removal of historical protections when it makes sense, as this proposal did.

Neighborhood's Record of Past Successful Collaborations

RAVEN GOLF CLUB PHOENIX

awakening seed school
INSPIRING INNOVATION SINCE 1977

AAA LANDSCAPE
AN UNDERWOOD BROTHERS CO.

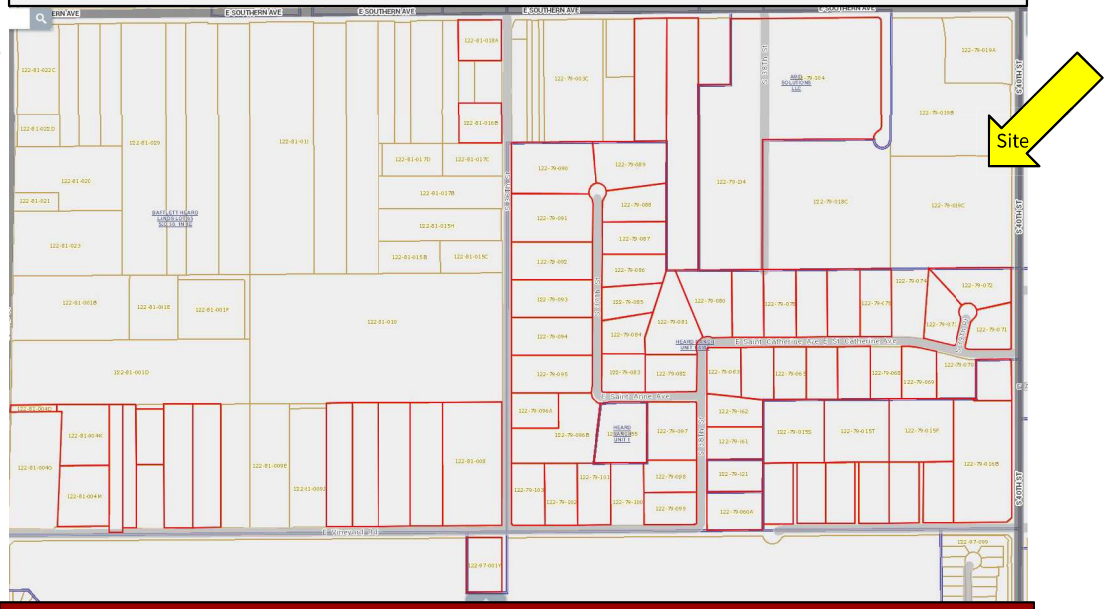
Walgreens

The LEGACY Golf Club

Since forming in 2020, we have supported 80% of all development proposals - incl high density.
Additionally, we have successfully collaborated with 5+ local developments.

Collective Response

***Legend**: Red outline indicates property has registered Active Opposition.*



Neighbors' Opposition Petitions (Property Owners)

	Sq Ft*	Acres	Parcels
Adjacent & Contiguous	4,580,072	105	58
Additional Neighbors	+1,292,318	+ 30	+ 18
Total	5,872,390	135	76

- **94.5%** of property owners to the South have signed the Opposition Petition
- Many opposition letters received from throughout the South Mountain Village and the Laveen Village

We hope this dispels any prior misrepresentation counter to the following points:

1. The neighbors are in Opposition; this proposal is shockingly out of conformance with the General Plan with no explanation as to why.
2. The proposal's impact to the South Mountain Village sets a destabilizing precedent to our community.
3. We have consistently represented the views of many residents.
4. We remain hopeful and open to remedying this proposal.

This project has unified 94.5% of the property owners to the immediate south.
Opposition extends throughout the South Mountain Village.

3 Main Unresolved Concerns

1. Density

a. Spot Zoning; the subject property is Hard Zoned C-2 w/ stipulations and S-1

b. The proposal represents a 1,830% du/acre increase over the current, legal hard zoning.

c. The Neighbors' ideal vision is to retain the C-2 as well as upgrade the S-1 to RE-35.

2. Density Transition

a. Density Transition should be derived from within the Baseline Area Overlay District (BAOD)

b. Lacks appropriate density variation, buffer space, and interior setbacks

c. Due to the trend towards convoluted PUDs, the neighbors strongly prefer hard zoned categories.

3. Precedent

a. The General Plan and the Baseline Area Master Plan (BAMP) are Legal Documents

b. The General Plan was approved by 75% of the voters and is the Law

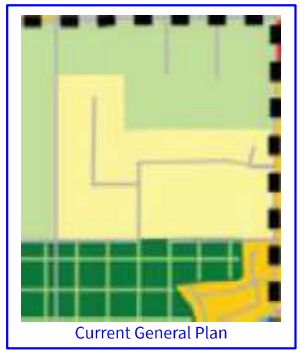
c. This is an experimental product and the impact to the entire Village would be net negative.

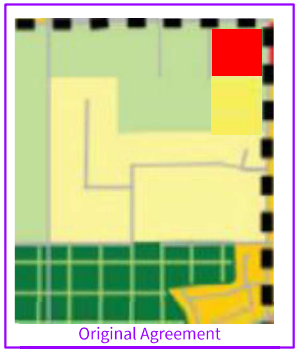
The principal unresolved concerns are:
Density, Density Transition, and Precedent.

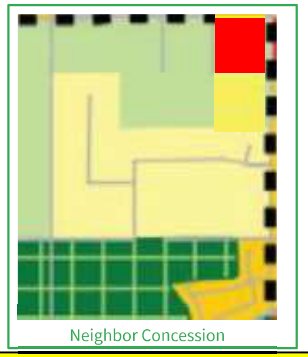
Proposed Solution / Concession Evolution

Option	Current Hard Zoning		Original Agreement		Neighbor Concession	
Parcel	North Parcel	South Parcel	North Parcel	South Parcel	North Parcel	South Parcel
Hard Zoning	C-2 w/ Stipulations	S-1	C-2 MUA w/ Stipulations	RE-35 MUA	C-2 MUA w/ Negotiated Stipulations	R1-18 MUA
Density Allowance (du/acre)	0	1	0	1.10 (1.32 bonus)	0+	1.95 (2.34 bonus)
General Plan Categories	MUA	MUA	Commercial MUA	1 to 2 du/acre MUA	Commercial MUA	1 to 2 du/acre MUA
Approx. Acreage	7.25	10.02	7.25	10.02	7.25	10.02
Dwelling Unit Sub-Total	0	10	0	14	0+	23
Dwelling Unit Total	10		14		23+	
Narrative	The current, legal hard zoning on this land is 10 units for the entire 17 acres. This is what is currently legally permissible.		The original agreement was to upgrade the S-1 to RE-35 and for needed Retail and/or Services on the north parcel . *Any changes to the existing stipulations require review by the SMVPC. (See Stip #11)*		The Neighbors are willing to densify the south parcel further (up to R1-18). And we are willing to negotiate the existing stipulations on the north parcel, including exploring the addition of residential thereon.	




Current General Plan


Original Agreement


Neighbor Concession

The neighbors are willing to get creative, especially on the C-2 parcel.
Please, work with us.

Thank you

From: Van Jackson
To: Enrique A Bojorquez-Gaxiola
Subject: 2/9/21 SMVPC Item #8: GPA-SM-1-20-8
Date: Monday, February 8, 2021 11:04:04 AM

Enrique –

Please note that I am opposed to the above subject line and the other case related to it.

Thanks,

Van

Van Jackson
vanjacksonaz@gmail.com
602 438-7800

From:	Zack lindsay
To:	PDD South Mountain VPC; 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; Enrique A Bojorquez-Gaxiola; Mayor Gallego; somosbuildbam@gmail.com
Subject:	Fwd: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Wednesday, February 3, 2021 3:33:36 PM

This is Proposal at 40th St & Southern Ave is awe full. A single family rental community is laughable and keeps people in poverty.
I'd rather have families achieve home ownership and build/invest in the future, than allow this community to be build as a cash machine for a few.

---------- Forwarded message ---------
From: **When Jones** <azred42@gmail.com>
Date: Wed, Feb 3, 2021 at 1:55 PM
Subject: Fwd: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
To: Zack lindsay <zblindsay@gmail.com>

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Wed, Feb 3, 2021 at 1:48 PM
Subject: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
To: Trent Marchuk <trentchristopher@gmail.com>

Hi Neighbors,

If you feel passionate about what you read below in the email below, please forward *this entire email string* to the City officials listed below and add your own thoughts in opposition to the project.

Literally, five easy steps will take less than five minutes:

1. Click "Forward" on this email,
2. Copy and Paste the below email addresses into the "To:" field,
3. Add a few words of your own expressing your own opinion about this project,
4. Sign with your **name and mailing address**,
5. Hit send and you've done your part!

mayor.gallego@phoenix.gov, council.district.1@phoenix.gov, council.district.2@phoenix.gov, council.district.3@phoenix.gov, council.district.4@phoenix.gov, council.district.5@phoenix.gov, council.district.6@phoenix.gov, council.district.7@phoenix.gov, council.district.8@phoenix.gov, SouthMountainVPC@phoenix.gov, enrique.bojorquez-gaxiola@phoenix.gov, somosbuildbam@gmail.com

We need 100+ emails to be organically sent for our voices to be heard. The Applicant has used COVID-19 to silence the neighbors in an attempt to push through an inappropriate project that shifts the costs of the attending consequences to the residents of South Phoenix.

We challenge you to ask at least 3 others who live in the South Mountain Village (between 27th Ave to 48th St and Salt River to South Mountain) to do the same by Sunday, February 7, 2021.

Your sending an email to our elected representatives at this time is absolutely critical.

Thank you,
Trent Marchuk
somosbuildbam.org [somosbuildbam.org]

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Wed, Feb 3, 2021 at 1:27 PM
Subject: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
To: <mayor.gallego@phoenix.gov>, <council.district.1@phoenix.gov>, <council.district.2@phoenix.gov>, <council.district.3@phoenix.gov>, <council.district.4@phoenix.gov>, <council.district.5@phoenix.gov>, Council District 6 PCC <council.district.6@phoenix.gov>, <council.district.7@phoenix.gov>, Council District 8 PCC <council.district.8@phoenix.gov>, <SouthMountainVPC@phoenix.gov>, Enrique Bojorquez <enrique.bojorquez-gaxiola@phoenix.gov>, Somos BuildBam <somosbuildbam@gmail.com>

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,

Trent Marchuk
3731 E Saint Anne Ave [google.com]
Phoenix, AZ 85042 [google.com]
--
Zack Bruce Lindsay
Investment Properties & Dream Homes
HomeSmart Realty / 5225 N Central Ave, Suite 104 / Phoenix, AZ 85012
Phone: 602-653-8852
ZBLindsay@gmail.com

Enrique A Bojorquez-Gaxiola

From: Trent Marchuk <trentchristopher@gmail.com>
Sent: Thursday, March 11, 2021 7:25 AM
To: Enrique A Bojorquez-Gaxiola
Cc: Somos BuildBam
Subject: Fwd: 40th & Southern 2-23-21 House of Helps Meeting w/ Councilmember Garcia

Hi Enrique,

Please add the below to the case files for Z-35-20-8 and GPA-SM-1-20-8.

Thank you,
Trent Marchuk

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Tue, Feb 23, 2021 at 11:39 PM
Subject: 40th & Southern 2-23-21 House of Helps Meeting w/ Councilmember Garcia
To: Adriana Garcia Maximiliano <adriana.garcia.maximiliano@phoenix.gov>
Cc: BILL GLOVER <beglover@me.com>, Bereket Gebre-Egziabher <bereket68@hotmail.com>, Beth Postma <beth@allseasongrowers.com>, Bob Underwood <rlu@aaalandscape.com>, FABIOLA MARQUEZ <Fabiola_nevarez@hotmail.com>, Greg Brownell <brownell@cox.net>, Patty & Bruce McKinstry <pjmckinstry@q.com>, Patty Mckinstry <pjmckinstry@icloud.com>, Ted Wall <ted.wall@insight-valuation.com>, Van Jackson <vanjacksonaz@gmail.com>, Patti Trites, Southern Hills HOA <pattihoash@gmail.com>, <SouthMountainVPC@phoenix.gov>, Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>, M Busching (Cartof) <mjb@cartof.com>, Twanna Brunson <twanna.bhna@yahoo.com>

Too long; didn't read - The below is long. It basically recounts the public discussion between Councilmember Garcia and Trent Marchuk, acting as a concerned resident, during the House of Helps Meeting tonight. The main take-away is laid out early and we express gratitude to Councilmember Garcia. The full notes from the meeting follow, if further details are of interest.

Good Evening Councilmember Garcia and Adriana,

Thank you both for joining the call tonight where the topic of the project at 40th St and Southern was raised as a concern by Community Leaders in the South Mountain Village.

First and foremost, we thank Councilmember Garcia for his stated dedication to Process and for his stated Resolve to listen to the voices of his Constituents. In particular, it was a great relief when we heard Councilmember Garcia definitively state his position on what would happen if the Applicant attempts to bypass the South Mountain Village Planning Committee (SMVPC) and go straight to the Planning Commission,

We were relieved to hear Councilmember Garcia say tonight, categorically and publicly, that such a project would not receive his support. The Councilmember's respect for the SMVPC, including the Process involving his Constituents, is appreciated.

For further context and notes on the meeting tonight, I have shared my notes below. It seemed relevant and significant enough to update those on copy, but our key take-away is summarized above.

Prior to my appointment to the SMVPC, and as a concerned citizen, I was invited by Melissa Gallegos to speak to the House of Helps/DGMF Block Watch Meeting tonight primarily on the topic of Speed Humps/Cushions. They had learned about the successful collaboration effort between my prior community and the Phoenix Streets department and wanted advice as the neighbors were stalled in their process. *(Note: These good neighbors have gotten really far! They have done the hard part of securing all the signatures required by the city. They need help getting the study done and the funds raised and they should be good to go. If Councilmember Garcia can help them move this along, they would sure appreciate his help.)*

At the end of that topic, I was then asked to share information about the project at 40th St and Southern. To which I did within the context of my accepting the opportunity to speak - as a concerned citizen, resident, and neighbor.

The Community Leaders seemed to share the concerns that I expressed about overly densifying South Phoenix given the lack of services (particularly medical) and retail. They expressed sympathy for the concern about the Precedent this project would set for the relevant overlay district - setting off a vicious domino effect down Southern from 40th St to 24th St.

The Community Leaders asked about the intended demographics of the proposal Since the neighbors have received mixed messages on this point, (for example the Applicant has told the neighbors one thing but the Applicant's support letters cite affordable housing options), I therefore touched on the potential for affordable housing. I also mentioned the Applicant had told the neighbors that they worked with Mass Liberation Arizona and that the project indicated it would not use traditional background checks. (See slide 15 of the Applicant's presentation from 2/9/21.)

When the Community Leaders expressed hesitation to this news, I quickly stated that as my being a local Bishop in South Phoenix, I know that affordable housing is a recognized need for some members of my congregation. And, I stated that members of my congregation have been parolees; I have personally helped more than one parolee get back on their feet and everyone deserves a second chance.

Nonetheless, channeling Chairperson Trites, I stated that South Phoenix does not have to be the only part of Phoenix for affordable housing and the only part of Phoenix for parolees to get back on their feet. These statements were met with what seemed to be general agreement by the Community Leaders.

Given the intractable nature of the Applicant's position on Density (cited below), coupled with our learning today that the Applicant is planning to present to the Planning Commission on Mar 4 prior to returning to the South Mountain Village Planning Committee on Mar 9 - thereby potentially negating the relevance of the SMVPC and calling into question whether a SMVPC hearing will even be necessary - I provided the following pointed response to a pointed question posed by a Community Leader.

A Community Leader asked, "What can we do?"

To which I responded within the context that the Applicant appears to not care what the SMVPC thinks, nor may the Applicant even care what the Planning Commission thinks, as the Applicant is signaling that they only care about counting votes at City Council.

Therefore, I advised the Community Leaders that the only viable course of action that remains would seem to be to 1) register their objection to the project with Councilmember Garcia and 2) register their objection with the other Councilmembers throughout Phoenix.

At this point I believe Adriana was asked a question and Councilmember Garcia awas then given the opportunity to speak.

In Councilmember Garcia's opening words, disappointment was expressed in how the project had been framed by myself to the Community Leaders. The Councilmember's summary innocently, yet incorrectly, framed my statements as indicating the neighbors have a lack of hope for a compromise with the Applicant - calling into question the productivity of the Councilmember setting up a second meeting with the Applicant.

Councilmember Garcia brought the conversation to the macro level of his desire to develop Broadway and Southern as his Legacy. There were a few follow-up questions for the Councilmember before he segued into discussing the lack of services in our community and mentioned the correlation between rooftops and getting those needed services.

At that juncture, I interjected and reinforced the Councilmember's position that the desired services do indeed require rooftops. As a parenthetical, I observed that we need to be careful not to sacrifice the land set aside to be used by those services in order to secure the rooftops those services require. Doing so would be circular and counter productive. This is a concern we have yet to address about the project at 40th and Southern, fwiw.

But, the main point that I made was that the neighbors do indeed remain hopeful to reach a compromise with the Applicant and look forward to continued talks - despite the Applicant's demonstrably intractable stance refusing to compromise on Density. Yet, thanks to Marcia Busching's artful initial attempt at compromise, the neighbors have already come off from their original stance regarding Density. Yet, the Applicant has not even attempted to reciprocate.

Therefore, if a compromise is not made, it will be due to the Applicant's obstinance - and, though not explicitly stated during tonight's meeting, cannot be laid at the feet of a willful misinterpretation of the neighbors' consistently pro-development stance.

Twanna chimed in next and reminded the Councilmember that no less than three times the Applicant stated on Thursday that he simply would not negotiate on Density.

There was further discussion, mainly around questions about what it would take to attract medical services or even a hospital to our district. It was enlightening to learn the Councilmember has had discussions with some of the big operators of hospitals. The main concern he stated was that hospitals are going in close to freeways and that fact has apparently posed a problem for placing a hospital in our district.

When that topic seemed to conclude, I asked the Councilmember a procedural question about the proposal at 40th and Southern. The Applicant requested a 30 day continuance to return to the SMVPC on Mar 9, 2021. However, the neighbors were informed today by the City Planner that the Applicant intends to present to the Planning Commission on March 4, 2021. Depending on how that goes, it may or may not be necessary for the Applicant to even return to the SMVPC. I then asked the Councilmember to help us better understand that process and the associated order of operations.

To this question, Councilmember Garcia stated that some developers will attempt to go around their Village by going straight to the Planning Commission. He confided that procedurally would be allowed - and some Councilmembers would sanction that approach.

We were very pleased to hear Councilmember Garcia's categorical denouncement of this tactic. Unequivocally, he stated that if a Developer attempted to go around the SMVPC, that developer's project would not have the support of Councilmember Garcia.

Thank you Councilmember Garcia for that clear and concise statement.

Thank you for coming to the meeting tonight and sharing updates on the project at 40th and Southern. The neighbors are hopeful that a compromise can be reached.

Thank you for affirming that Councilmember Garcia's office continues to strive to set up a second meeting between the neighbors and the Applicant before the next SMVPC to see if any compromise can be attained. We trust expectations for compromise, particularly around Density, will be bilateral and not just an unilateral expectation of capitulation by the neighbors and the SMVPC.

Thank you Councilmember Garcia for helping us to spread the word about this project to our extended neighbors in the Village. House of Helps are among those to whom we referenced on Thursday; the community concerned about this project extends well beyond the immediate 135+ acres to the south, west, and southwest. The neighbors are sincere in our representation that opposition to this project indeed extends throughout the South Mountain Village, into Laveen and even into Council District 3.

In fact, prior to my appointment to the SMVPC and as a concerned resident, I have personally accepted the invitation to make other presentations about this project at 40th and Southern to additional members of our community within the next month..

Respectfully submitted,
Trent Marchuk

On Thu, Feb 18, 2021 at 4:54 PM Trent Marchuk <trentchristopher@gmail.com> wrote:

Hi Adriana,

Please extend our gratitude to Councilmember Garcia for facilitating today's discussion. The neighbors are appreciative and we indeed are interested in a follow-up discussion.

Please find attached the neighbors' presentation from today as well as the flyer that has been used to market the land.

Also, please find comments below in reference to:

- Framing Density Increases
- Transitional Density Reference Points
- Neighbor Willingness to Negotiate

Framing of Density Increases

To Mr Morris' point, accurate framing of the density increase is important.

One way to consider the framing is the General Plan envisions 2 du/acre. This proposal asks for 11.2 du/acre. Hence, we have simply represented a 460% increase relative to the General Plan - which is a legal document.

A second way to see it is according to the hard zoning. Jason is right that normally C-2 applied to the north parcel can generally realize ~17 du/acre and the General Plan envisions 2 du/acre for the south parcel. However, creating the ~136 unit max for the 17 acres is at the heart a disingenuous calculation. It compares apples to oranges by using one generic hard zoning number combined with a General Plan number. Basically, it uses mathematical gymnastics / smoke and mirrors to inaccurately purport a 40% increase.

Since the General Plan was used in the first approach, the logically consistent way of showing this second perspective of density increase is by using the existing hard zoning.

- Currently, the south 10 acre parcel is zoned S-1 or 1 du/acre. That is ~10 units total for the south.
- The north parcel is currently zoned C-2 w/ stipulations. These existing stipulations currently preclude any residential use on those 7 acres. That is ~0 units total on the north.
- So, we have (10+0) 10 total dwelling units that can currently go on that combined land as it is currently zoned.

- That all equates to (193-10)/10 or roughty an 1,800% increase, if we are to go with an apples to apples analysis.

So, is 460% increase or an 1,800% increase a better framing?

Transitional Density Reference Points

That being said, the neighbors have not told the Applicant - using his words - to go away. We are optimistic a compromise can be made. And Marcia Busching's compromise, as mentioned, the neighbors would be willing to explore further.

The neighbors have consistently said Density is our main concern. The desire for "transitional density" is not in reference to the one multi-family complex kitty corner across the street (probably zoned before districting) nor the vacant land to the north envisioned for eventual commercial park nor even the Industrial Park (which isn't that a form of Commercial? please check bc the naming convention might otherwise throw a casual observer) to the east.

What's important to note is all of those references are **outside** of the Baseline Area Master Plan, the BAOD, and the MUA. Historically, 40th St is a manmade barrier, because the past developers thought people would only buy homes in the Tempe School District and wouldn't buy homes in the Roosevelt School District. (How fair is that?!) And Southern is a manmade barrier between residential and the commerce park to the north that serves as a buffer to Industrial. So, comparing this corner to the other three corners totally disregards context and real history.

Therefore, the reference point for proper density transition has always been from **within** the Baseline Area Master Plan and from **within** the attending Overlay Districts to which this land is part. To frame it otherwise is misleading, at best.

Therefore, a jump from 0-1 du/acre immediately to 10-15 du/acre is simply not only incompatible to the General Plan, but it is simply not appropriate Density Transition.

We do agree with, I believe Tamala?, that there is beauty in multiple types of housing options. And our area can be inclusive of that vision, as the neighbors' willingness to negotiate demonstrates below.

Neighbor Willingness to Negotiate

Mr Morris represented early on that the only area he will **not** negotiate on is Density. Even before these negotiations, Mr Morris dropped from 12 du/acre to just 11.2 du/acre months ago before even talking to the Neighbors. He stated today that he refuses to budge on Density any further. Yet, that is - and has been - our primary concern.

The neighbors, on the other hand, have shown a willingness to come off the currently-approved hard zone of 10 units for the entire 17 acres to something along the lines of what Marcia has suggested - which would be around 93 total units. This would be a second HUGE gift to the property owners from the SMVPC.

- This is an 9x increase in total units relative to what is currently allowed. (~21 units on the south parcel and ~72 units on the north parcel).
- This equates to 5.38 du/acre total; already nearly double what any residential development has received in the MUA so far!
- The neighbors haven't agreed to these specific numbers, btw, but they have agreed with the concept
- But, this proves we have at least shown a willingness to negotiate off of our stance of 2 du/acre by almost 3x!
- In return, the neighbors would prefer this not to be captured in a PUD, but prefer hard zoning to safeguard from a negative Precedent to the rest of the Overlay Districts

So, we ask an objective assessment on who is being intractable in this situation?

Where is the reciprocated good faith from Mr Morris to actually work with the neighbors?

It could be that the above further exposes the fact that this is the wrong project for this location. Which we strongly believe is the case. But, it is also within this Developer's rights and capacity to offer a different product type and different proposal for this area. Single Family Rental is not their only competence; in fact, looking at Brown's website, it isn't really even their primary competence. Doesn't South Mountain deserve the quality of a Developer's primary competence anyhow?

It is also within the landowner's rights and capacity to (finally!) market this land appropriately to attract the right type of developer. In this market, we don't have to accept this proposal or nothing.

Please know that the above and attached represents a collective voice and not my own nor only a small handful of voices.

We appreciate your voice so far and hope you will continue to use that powerful voice to represent the voices of your constituents.

Respectfully submitted,
Trent Marchuk

On Wed, Feb 17, 2021 at 5:34 PM Trent Marchuk <trentchristopher@gmail.com> wrote:

Thank you Enrique. The time and energy you have put into the reply is appreciated.

Best,
Trent

On Wed, Feb 17, 2021 at 5:20 PM Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov> wrote:

Hello Trent,

Not sure if I'm understanding correctly, but my email yesterday was a follow-up to a Friday email sent to the Council District 8 office regarding your questions. Now, in regards to those questions, here is the Council District 8 response/information for tomorrow's meeting:

- We will allow others to share their screens.
- Folks will not be on mute when they join and will have the ability to mute/unmute.
- Councilmember Garcia will facilitate the meeting.
- Organic conversation – folks will not be timed.

Once again, for anyone in the community who has not registered for tomorrow's meeting, please register using this link ahead of the virtual meeting which starts at 2:30pm tomorrow, 02/18:
https://us02web.zoom.us/meeting/register/tZMpd-6spj8pGNxYxx7Avtfs9Q167yfptkCa [us02web.zoom.us]

Thank you,

[google.com]

Enrique Bojórquez-Gaxiola

[google.com]

Planner II – Village Planner

City of Phoenix

Planning & Development Department

Long Range Planning

200 W. Washington Street [google.com]

Phoenix, AZ 85003 [google.com]

Office: [google.com](602 [google.com]) 262-6949

PLANNING & DEVELOPMENT
PRESERVE
SHAPE
BUILD

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: Trent Marchuk <trentchristopher@gmail.com>
Sent: Tuesday, February 16, 2021 5:58 PM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Cc: Bereket Gebre-Egziabher <bereket68@hotmail.com>; Beth Postma <beth@allseasongrowers.com>; Bob Underwood <rlu@aaalandscape.com>; FABIOLA MARQUEZ <Fabiola_nevarez@hotmail.com>; Greg Brownell <brownell@cox.net>; Patty & Bruce McKinstry <pjmckinstry@q.com>; Patty Mckinstry <pjmckinstry@icloud.com>; Ted Wall <ted.wall@insight-valuation.com>; Van Jackson <vanjacksonaz@gmail.com>; BILL GLOVER <beglover@me.com>
Subject: Re: Sharing and Muting: Request to Participate in Subsequent Applicant/Neighbor Meetings - Sanctuary at South Mountain PUD - February 18, 2021 meeting at 2:30pm

Thanks Enrique. We hope you are well, too!

My apologies for being a little slow or confused.

Were the questions originally forwarded on Friday, Feb 12 around 3p, per the original response below? And so today you are requesting a follow-up from the Council District 8 Office?

Or does your latest reply indicate that the questions have yet to be forwarded to request the needed guidance from the Council District 8 office?

Thank you,

Trent

On Tue, Feb 16, 2021 at 5:54 PM Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov> wrote:

> Hello Trent,
>
> All is well! I hope you and everyone copied is doing great. I am going to forward your questions/requests regarding the virtual meeting on 02/18 to the Council District 8 Office for further direction.
>
> Thanks again for your patience.
>
> Best,

[google.com]

Enrique Bojórquez-Gaxiola

[google.com]

Planner II – Village Planner

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From: Trent Marchuk <trentchristopher@gmail.com>
Sent: Tuesday, February 16, 2021 5:27 PM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Cc: Bereket Gebre-Egziabher <bereket68@hotmail.com>; Beth Postma <beth@allseasongrowers.com>; Bob Underwood <rlu@aaalandscape.com>; FABIOLA MARQUEZ <Fabiola_nevarez@hotmail.com>; Greg Brownell <brownell@cox.net>; Patty & Bruce McKinstry <pjmckinstry@q.com>; Patty Mckinstry <pjmckinstry@icloud.com>; Ted Wall <ted.wall@insight-valuation.com>; Van Jackson <vanjacksonaz@gmail.com>; BILL GLOVER <beglover@me.com>
Subject: Re: Sharing and Muting: Request to Participate in Subsequent Applicant/Neighbor Meetings - Sanctuary at South Mountain PUD - February 18, 2021 meeting at 2:30pm

HI Enrique,

Hope you are well!

We are anxious to use everyone's time efficiently on Thursday, especially given the COVID constraints.

We are looking forward to the responses to the below questions so we can prepare accordingly.

Thank you,

Trent

On Fri, Feb 12, 2021 at 2:58 PM Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov> wrote:

> Good afternoon Trent,
>
> Thank you for your email below regarding the meeting next week. I have forwarded your message to the Council District 8 office for further direction regarding this. When I receive additional details, I can share this with you ahead of the meeting.
>
> Thanks again!
>
> [google.com]
>
> **Enrique Bojórquez-Gaxiola**
>
> [google.com]
>
> Planner II – Village Planner
>
> City of Phoenix
>
> Planning & Development Department
>
> Long Range Planning

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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: Trent Marchuk <trentchristopher@gmail.com>
Sent: Friday, February 12, 2021 2:38 PM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Cc: Bereket Gebre-Egziabher <bereket68@hotmail.com>; Beth Postma <beth@allseasongrowers.com>; Bob Underwood <rlu@aaalandscape.com>; FABIOLA MARQUEZ <Fabiola_nevarez@hotmail.com>; Greg Brownell <brownell@cox.net>; Patty & Bruce McKinstry <pjmckinstry@q.com>; Patty Mckinstry <pjmckinstry@icloud.com>; Ted Wall <ted.wall@insight-valuation.com>; Van Jackson <vanjacksonaz@gmail.com>
Subject: Sharing and Muting: Request to Participate in Subsequent Applicant/Neighbor Meetings - Sanctuary at South Mountain PUD - February 18, 2021 meeting at 2:30pm

HI Enrique,

Yes, exhibits/pictures will indeed help; we will have presentation content to share during the meeting.

We assume that when the time comes during the meeting, our selected representative (or two, per the below) will be given the opportunity to share content from their own screen..

Also, we request that all participants have the opportunity to control their own ability to mute and unmute their microphones during this meeting. The first neighborhood meeting back in July 2020 muted all participants

unilaterally and the neighbors were unable to come off of mute. It was, among other descriptors, stifling. A repeat of that practice will perpetuate the perception of artificially restraining neighbor participation.

We assume an impartial moderator will help facilitate the discussion. If there is a lot of energy on a subject during the open discussion portion, it is believed all participants will comport themselves in a respectful manner and the facilitator will indeed facilitate.

For example, we could use the raise hand feature to ensure everyone has the opportunity to share their perspective on a particular subject without having to feel the need to interrupt each other. The reason this is brought up proactively is that I personally know some neighborhood participants are more shy than others, but all neighborhood participants have value to add to this discussion.

Also, are we limited to a time allotment - or will this meeting go as long as the conversation organically lasts? And who will determine if there is a need for any follow-up meeting?

Thank you,

Trent

On Fri, Feb 12, 2021 at 12:11 PM Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov> wrote:

> Good afternoon All,
>
> Happy Friday! I hope everyone is doing well. Below is the meeting invitation to the meeting organized by Council District 8 between the applicant (GPA-SM-1-20-8 and Z-35-20-8) and community members copied in this email:
>
> **You are invited to a Zoom meeting.**
>
> **When: Feb 18, 2021 02:30 PM Arizona**
>
> **Register in advance for this meeting:**
>
> **https://us02web.zoom.us/meeting/register/tZMpd-6spj8pGNxYxx7Avtfs9Q167yfptkCa [us02web.zoom.us]**

After registering, you will receive a confirmation email containing information about joining the meeting.

Due to the number of participants and to have an efficient meeting, here are some recommendations ahead of the meeting next week:

- Discuss the current proposal ahead of the meeting with community members and craft a shared vision for what would you like to see at this site. (i.e. can the proposed uses be part of the shared vision?, etc.) - Exhibits/pictures could help during the discussion.
- What are some things that you like vs. do not like of the proposal? What specific changes would you recommend for this PUD? (i.e. setbacks, screening, landscaping, density, land use, design, other standards etc.)

This same email will be shared with the applicant shortly (will be asking that they consider what changes they can make to the PUD based on this discussion).

I don't have details yet of how the meeting is going to be structured, but I imagine it could involve having community members (perhaps 1 or 2 speakers on behalf community members?) provide their vision for this site and recommend specific changes to the PUD. Then, the applicant will respond to the requested changes and a discussion to unfold on the topics mentioned.

Please contact me with any questions!

Thank you very much,

Enrique Bojórquez-Gaxiola

[google.com]

Planner II – Village Planner

[google.com]

City of Phoenix

Planning & Development Department

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Office: [google.com](602 [google.com]) 262-6949



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: Trent Marchuk <trentchristopher@gmail.com>
Sent: Friday, February 12, 2021 11:34 AM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Cc: Bereket Gebre-Egziabher <bereket68@hotmail.com>; Beth Postma <beth@allseasongrowers.com>; Bob Underwood <rlu@aaalandscape.com>; FABIOLA MARQUEZ <Fabiola_nevarez@hotmail.com>; Greg Brownell <brownell@cox.net>; Patty & Bruce McKinstry <pjmckinstry@q.com>; Patty Mckinstry <pjmckinstry@icloud.com>; Ted Wall <ted.wall@insight-valuation.com>; Van Jackson <vanjacksonaz@gmail.com>
Subject: Re: Request to Participate in Subsequent Applicant/Neighbor Meetings

Hi Enrique,

Please also add Ted Wall, on copy.

Thank you,

Trent

On Thu, Feb 11, 2021 at 1:46 PM Trent Marchuk <trentchristopher@gmail.com> wrote:

> HI Enrique,
>
> Please also add Van Jackson, on copy.
>
> Thank you,
>
> Trent
>
> On Thu, Feb 11, 2021 at 1:08 PM Trent Marchuk <trentchristopher@gmail.com> wrote:
>
> > Hi Enrique,
> >
> > Please also add Beth Postma, on copy.
> >
> > Thank you,
> >
> > Trent
> >
> > On Thu, Feb 11, 2021 at 10:09 AM Trent Marchuk <trentchristopher@gmail.com> wrote:
> >
> > > Thanks Enrique.
> > >
> > > Please also add Greg Brownell, on copy.
> > >
> > > Would it be possible for you to share with us who has requested to join? We plan to prepare together and don't want to leave any of our neighbors out.
> > >
> > > Thank you,
> > >
> > > Trent

On Wed, Feb 10, 2021 at 7:05 PM Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov> wrote:

> Thank you Trent! I have shared the names with the SMVPC Chair as well.
>
> Have a great evening,

Enrique Bojórquez-Gaxiola

[google.com]

Planner II – Village Planner

[google.com]

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Phoenix, AZ 85003 [google.com]

Office: [google.com](602 [google.com]) 262-6949



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: Trent Marchuk <trentchristopher@gmail.com>
Sent: Wednesday, February 10, 2021 8:40 AM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Cc: Patty Mckinstry <pjmckinstry@icloud.com>; Patty & Bruce McKinstry <pjmckinstry@q.com>; Bereket Gebre-Egziabher <bereket68@hotmail.com>; FABIOLA MARQUEZ <Fabiola_nevarez@hotmail.com>; Bob Underwood <rlu@aaalandscape.com>
Subject: Re: Request to Participate in Subsequent Applicant/Neighbor Meetings

Hi Enrique,

Please also include Patty, Bereket, Fabiola, and Bob, on copy.

Thank you,

Trent

On Tue, Feb 9, 2021 at 8:28 PM Trent Marchuk <trentchristopher@gmail.com> wrote:

> Hi Enrique,
>
> As requested, I am submitting this ask to be part of the meeting Chair Patti Trites will setup between the Applicant and Neighbors regarding the current proposal on the SWc of 40th St and Southern related to Z-35-20-8.
>
> We are optimistic that this Continuance will yield productive results whereby common ground may be found between the Applicant, Neighbors, and the City.
>
> Thank you,
>
> Trent Marchuk

Racelle Escolar

From: Trent Marchuk <trentchristopher@gmail.com>
Sent: Tuesday, March 16, 2021 1:40 PM
To: Racelle Escolar
Subject: Fwd: 40th & Southern: A Call for Healing
Attachments: 40th&Southern_3.09.21.pdf

Follow Up Flag: Follow up
Due By: Tuesday, March 16, 2021 4:00 PM
Flag Status: Flagged

Hi Racelle,

Pleasure talking with you today. Appreciate your guidance on the most productive way to proceed regarding discussing the case at 40th St and Southern Ave with the members of the Planning Commission.

Kindly ask that you forward the below email string and attachment to the Planning Commission members.

Also, please provide them my contact information below and signal to each of them that I would welcome discussing the merits of this case simply from a Planning perspective.

I have studied this proposal in great detail, talked with many neighbors, and have catalogued my learnings in an evidence-based manner. This may prove helpful as the Planning Commission strives to objectively understand elements of this case from a resident's perspective.

Any questions I cannot facilitate an answer in an objective manner, I would be happy to take an assignment and return and report back to the Planning Commission.

Thank you,
Trent Marchuk
602.499.9594
trentchristopher@gmail.com

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Tue, Mar 16, 2021 at 12:08 PM
Subject: Re: 40th & Southern: A Call for Healing
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>

Thank you Enrique. Appreciate the below.

See the presentation that was attached and you may see how the neighbors position has softened over time and our willingness to negotiate on density.

The existing C-2 has stipulations that appear to preclude residential development for this particular parcel. Stipulation #11 states any change to the stipulations for this parcel would need to come back through the SMVPC.

In the neighbors' concessions, we have signaled a willingness to explore some level of residential on the C-2 parcel. This is a concession, because in the past the neighbors were not open to residential on the c-2 at all.

We intentionally haven't indicated a specific density number for the C-2, bc we would like to understand the options and trade offs. Marcia's proposed stipulations from 2/9/21 may prove helpful, at least conceptually.

We figure a developer willing to collaborate in good faith would help us understand viable options on the C-2. Maybe straight retail, maybe straight multi family, maybe there is a mixed use retail/residential option. We may be open to higher density on those 7 acres, if the BAMP / MUA design standards were employed and the appearance of density were creatively ameliorated.

I *may* also be able to help the neighbors accept some creativity on the S-1 parcel, but would need a density transition from BHRE that is complementary from within the BAOD/MUA. The overall density for those 10 acres, tho would need to be lower than what would be acceptable on the c-2.

But, we are not developers and don't want to play that role. So, we need a developer to actually be willing to hear us, provide us options, and engage in some give and take.

The neighbors have stated (and reaffirm) a willingness to have these conversations with the applicant, but have been told by the attorney that the applicant will not discuss density with the neighbors.

Nonetheless, we remain willing to get creative and collaborate to find a mutually acceptable solution.

Best,
Trent

On Tue, Mar 16, 2021 at 11:50 AM Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov> wrote:

> Good morning Trent,
>
> How are you? So far my week is going well. Thank you for the attachment in regards to these two cases (I will add it to the case files).
>
> I am not sure if this has been considered, but the general plan land use designation of "Commercial" allows for multifamily uses (no specific cap on the density permitted). It looks like the attached presentation shows "Commercial" as a land use designation that the community could support, but just wanted to mention this information just in case it was not what the community vision is for the general plan land use map on this portion of the property.
>
> Here is the summary of the "Commercial" land use designation per the General Plan:
>
> 

Here is the summary of the “Mixed Use Agricultural” land use designation per the General Plan (which allows for some commercial uses):

Thank you,

[google.com]

[google.com]

Enrique Bojórquez-Gaxiola

Planner II – Village Planner

City of Phoenix

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Office: [google.com](602 [google.com]) 262-6949

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: Trent Marchuk <trentchristopher@gmail.com>
Sent: Monday, March 15, 2021 10:18 PM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Subject: Fwd: 40th & Southern: A Call for Healing

Hi Enrique,

How are you? Hope all is well.

Please add the below and attached to the case files for 40th and Southern.

Thank you,

Trent

---------- Forwarded message ---------
From: **Somos BuildBam** <somosbuildbam@gmail.com>
Date: Mon, Mar 15, 2021 at 9:30 PM
Subject: 40th & Southern: A Call for Healing
To: <somosbuildbam@googlegroups.com>

Hello Neighbors,

Last Tuesday, the SMVPC voted against the proposal at Southern and 40th St. The final vote was 11 to 8.

The next vote of consequence will be at the Planning Commission on April 1, 2021. Please mark your calendars; more details to come. Your voices of compassion and reason will be needed more than ever.

In the meantime, we feel that a message calling for Healing and of Hope is needed. Therefore, we will lightly touch on what happened Tuesday night, provide some updates, and humbly ask for your patience and continued support.

The situation Tuesday night was unfortunate. Demonstrably false accusations were haphazardly thrown around against the residents of South Phoenix. Threats were made to the physical well-being of village committee members and residents. A police report has since been filed. Other formal complaints have been lodged. The SMVPC Chairperson, a woman of unsullied integrity, resigned in protest.

By way of extending a figurative olive branch, it should be recognized that the Neighbors and the individuals who were activated in Support of the proposal are actually not at odds one with another. Concerns of equity, prosperity, and health are common denominators between both those who spoke in support and those who spoke in opposition to this particular proposal on Tuesday night.

The Neighbors cannot be upset with most of the Supporters, despite the harsh rhetoric that may have been employed, for they were unwittingly played to the advantage of the Applicant and to the detriment of South Phoenix.

The main arguments against this proposed development remain unaddressed by the Applicant. We implore the Neighbors not to get distracted by the unsubstantiated vitriol contrived by one or two bad actors.

Instead, Hope is found in maintaining the following items as our primary focus in united opposition to this proposal:

- Density,
- Density Transition, and
- The Governing Legal Documents (Precedent)

So acutely poignant are these three arguments, they were the genesis for the Continuance granted by the SMVPC on February 9, 2021.

Councilmember Garcia subsequently brokered two meetings to bring the Applicant and the Neighbors together to discuss these concerns. We are grateful that Councilmember Garcia took real action to promote the concept of a community united by bringing everyone together.

During those discussions, the pro-development Neighbors tangibly demonstrated a willingness to move on their position and we remain willing to further negotiate on the actual merits of Land Use and Density.

However, the Applicant remains intractable on the Neighbors' key concern of Density. The Applicant's attorney forcefully stated early in the meetings that he will not discuss Density with the Neighbors.

Instead of discussing the unresolved concerns of the Neighbors in a respectful manner, the Applicant's attorney has a documented track record of publicly (yet unsuccessfully) attempting to distract the neighbors with controversial issues, blatant misrepresentations, fallacy, and unsubstantiated allegations.

Regardless, we Neighbors must not allow ourselves to be distracted by theatrics, including what transpired Tuesday night.

We Neighbors must remain positive, logical, compassionate, and on point.

We Neighbors must choose Hope over hurt and Forgiveness over fear. Doing so extends beyond this proposal and speaks to our character as a Community.

The main points against this proposal continue to simply be:

- Density,
- Density Transition, and
- The Governing Legal Documents (Precedent)

See attached for details on these three points

To view the recording from Tuesday night, click here [cityofphoenixpdd.webex.com]. Recording password: mJ52JVJH. The conversation about the project begins at 1:30:18.

It is our sincere prayer that South Phoenix will seek - and find - Healing and Forgiveness following the travesty that transpired Tuesday night.

United we stand,

Raj Chatolla
Bereket Gebre-Egziabher
Trent Marchuk
Fabiola and Alonso Marquez
Patty McKinstry

somosbuildbam.org [somosbuildbam.org]

--
You received this message because you are subscribed to the Google Groups "somosbuildbam" group.
To unsubscribe from this group and stop receiving emails from it, send an email to somosbuildbam+unsubscribe@googlegroups.com.
To view this discussion on the web visit https://groups.google.com/d/msgid/somosbuildbam/CAMMm8biBqFnNXNSH%2BxeAkTC_JM58LqcBsf3M%3DnSt%3DwjF09syjg%40mail.gmail.com [groups.google.com].

40th St & Southern Ave:

A Neighborhood Collective's Perspective

March 9, 2021

Rezoning Application:	Z-35-20-8 & GPA-SM-1-20-8
Request:	BAOD (Farm or Ranch Residence, Baseline Area Overlay District) and C-2 BAOD (Intermediate Commercial, Baseline Area Overlay District) to PUD BAOD (Planned Unit Development, Baseline Area Overlay District)
Location:	~340 feet west of the southwest corner of 40th Street and Southern Avenue in Phoenix.
Assessor Parcel Nos:	122-79-019B and 122-79-019C, approximately 17.27 gross acres
Neighborhood Collective:	Patty McKinstry 3811 E. St. Catherine Ave. Phoenix, AZ 85042 602-421-6552 somosbuildbam@gmail.com

Agenda

- South Phoenix is Pro-Development
- Collective Response
- 3 Main Unresolved Concerns
- Proposed Solutions / Concession Evolution

South Phoenix is Pro-Development

Record of Development Support

Name	Rep	Support?	Notes
The Sanctuary (Z-35-20-8)	Withey Morris	**No**	Significantly imperils the Certainty and Character of the District and therefore the Baseline Area and South Mountain Village.
MPC Holdings / ELS (Z-8-19)	Gilmore	**Yes**	We offered objective suggestions that might resolve the differences between Applicant and other neighbors.
Rainer Place (ZA-216-20)	Withey Morris	**Yes**	Proposal sought to densify at NW corner of 32nd St and Baseline. We supported, because densification complied with the vision of the General Plan. We did formally request adjustments to landscaping setbacks.
Industrial Metal Supply (Z-23-20-8)	Withey Morris	**Yes**	We supported because it retains a local employer and the city's stipulations were impressive, even outside of the District. Due to proximity to the Sanctuary, we asked that a traffic study be conducted to look at both proposals together.
Remove Historical Preservation (Z-46-20)	Unknown	**Yes**	The collective supports removal of historical protections when it makes sense, as this proposal did.

Neighborhood's Record of Past Successful Collaborations

RAVEN GOLF CLUB PHOENIX

awakening seed school
INSPIRING INNOVATION SINCE 1977

AAA LANDSCAPE
AN UNDERWOOD BROTHERS CO.

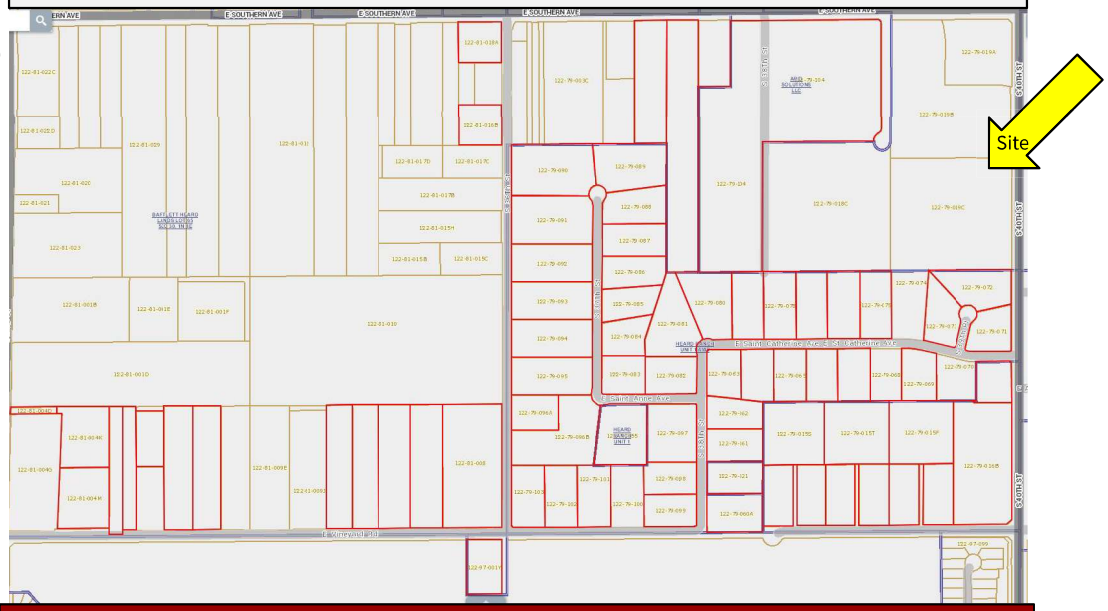
Walgreens

The LEGACY Golf Club

Since forming in 2020, we have supported 80% of all development proposals - incl high density.
Additionally, we have successfully collaborated with 5+ local developments.

Collective Response

***Legend**: Red outline indicates property has registered Active Opposition.*



Neighbors' Opposition Petitions (Property Owners)

	Sq Ft*	Acres	Parcels
Adjacent & Contiguous	4,580,072	105	58
Additional Neighbors	+1,292,318	+ 30	+ 18
Total	5,872,390	135	76

- **94.5%** of property owners to the South have signed the Opposition Petition
- Many opposition letters received from throughout the South Mountain Village and the Laveen Village

We hope this dispels any prior misrepresentation counter to the following points:

1. The neighbors are in Opposition; this proposal is shockingly out of conformance with the General Plan with no explanation as to why.
2. The proposal's impact to the South Mountain Village sets a destabilizing precedent to our community.
3. We have consistently represented the views of many residents.
4. We remain hopeful and open to remedying this proposal.

This project has unified 94.5% of the property owners to the immediate south.
Opposition extends throughout the South Mountain Village.

3 Main Unresolved Concerns

1. Density

a. Spot Zoning; the subject property is Hard Zoned C-2 w/ stipulations and S-1

b. The proposal represents a 1,830% du/acre increase over the current, legal hard zoning.

c. The Neighbors' ideal vision is to retain the C-2 as well as upgrade the S-1 to RE-35.

2. Density Transition

a. Density Transition should be derived from within the Baseline Area Overlay District (BAOD)

b. Lacks appropriate density variation, buffer space, and interior setbacks

c. Due to the trend towards convoluted PUDs, the neighbors strongly prefer hard zoned categories.

3. Precedent

a. The General Plan and the Baseline Area Master Plan (BAMP) are Legal Documents

b. The General Plan was approved by 75% of the voters and is the Law

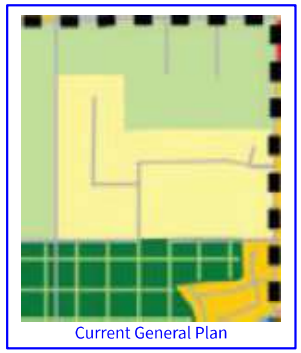
c. This is an experimental product and the impact to the entire Village would be net negative.

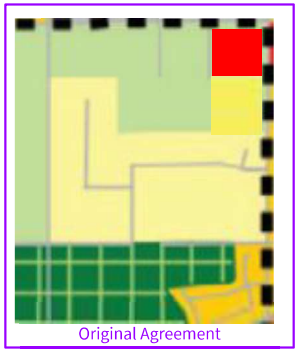
The principal unresolved concerns are:
Density, Density Transition, and Precedent.

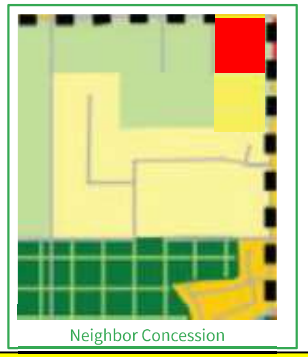
Proposed Solution / Concession Evolution

Option	Current Hard Zoning		Original Agreement		Neighbor Concession	
Parcel	North Parcel	South Parcel	North Parcel	South Parcel	North Parcel	South Parcel
Hard Zoning	C-2 w/ Stipulations	S-1	C-2 MUA w/ Stipulations	RE-35 MUA	C-2 MUA w/ Negotiated Stipulations	R1-18 MUA
Density Allowance (du/acre)	0	1	0	1.10 (1.32 bonus)	0+	1.95 (2.34 bonus)
General Plan Categories	MUA	MUA	Commercial MUA	1 to 2 du/acre MUA	Commercial MUA	1 to 2 du/acre MUA
Approx. Acreage	7.25	10.02	7.25	10.02	7.25	10.02
Dwelling Unit Sub-Total	0	10	0	14	0+	23
Dwelling Unit Total	10		14		23+	
Narrative	The current, legal hard zoning on this land is 10 units for the entire 17 acres. This is what is currently legally permissible.		The original agreement was to upgrade the S-1 to RE-35 and for needed Retail and/or Services on the north parcel . *Any changes to the existing stipulations require review by the SMVPC. (See Stip #11)*		The Neighbors are willing to densify the south parcel further (up to R1-18). And we are willing to negotiate the existing stipulations on the north parcel, including exploring the addition of residential thereon.	




Current General Plan


Original Agreement


Neighbor Concession

The neighbors are willing to get creative, especially on the C-2 parcel.
Please, work with us.

Thank you

Racelle Escolar

From: D in AZ <darcy3535@gmail.com>
Sent: Monday, March 22, 2021 8:03 PM
To: D M
Subject: Opposition to Z-35-20-8 and GPS-SM-1-20-8 (40th & Southern)

Dear Council Members,
As a resident in South Mountain, I oppose the high density that is proposed for 40th & Southern. Please support the property owners that actually live in this area instead of outside interests who are just in it for the most money and not the well being of the area. As someone who also drives past this intersection 2 - 4 times a day, high density will also bring more traffic on this already busy intersection. Your committee's decision not only impacts this corner but the surrounding communities of South Mountain and Laveen.

Thank you for your time in reading this and your attention to the neighbor's concerns,

Darcy Meyer
3535 W Bohl St,
Laveen

Racelle Escolar

From: Blake Peterson <blakepeterson@cox.net>
Sent: Monday, March 22, 2021 1:18 PM
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; Racelle Escolar; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject: Case Nos. Z-35-20-8 and GPS-SM-1-20-8

To Whom it May Concern:

I oppose Z-35-20-8 and GPS-SM-1-20-8 for the following reasons:

The density is much too high for this area of the city

This project does not conform to the General Plan, setting a precedent that will negatively impact the South Mountain Village well beyond these 17 acres.

The neighbors do not want this development…….Documented neighbor opposition to this project is vast.

There are more appropriate alternative options available for this land with a much lower density.

Thanks, Blake

Blake Peterson, CPA
6236 S 37th Street
Phoenix, Arizona 85042
Phone: 480-829-0509
Fax: 480-829-0055
blakepeterson@cox.net
blakepetersoncpa.com

March 24, 2021

Phoenix Planning & Development Department
Zoning Section
200 West Washington, 2nd Floor
Phoenix, AZ 85003

RE: **Case Nos.Z-35-20-8 and GPS-SM-1-20-8 40th Street & Southern**

Greetings Zoning Committee Members:

Thank you for your service on this important committee. We appreciate your public service and commitment to hearing from citizen stakeholders to ensure that communities in Arizona can continue to thrive. We are writing to voice our opposition to the development of multi-family rental housing proposed. The proposed plan is too dense and would have a negative impact on our community and way of life.

We have lived in the Heard Ranch area since 1976. When we moved to his area from downtown Phoenix, there were citrus orchards and cotton fields north of us. To the south, were the Japanese American flower gardens. When you got off the Interstate 10 Freeway at 40th Street, it was noticeably cooler given the fields of cotton, citrus, and flowers. Our neighborhood was, and remains today, a popular destination given the open spaces and the ability to maintain livestock and grow food. Our community includes riding trails and tree-lined streets that are popular with visitors to the Legacy resort to our west. Many walkers remark on the friendly and open nature of our neighborhood.

Over the past 45 years, much progress has evolved the landscape. We now have golf courses and schools rather than cotton fields and flower gardens. Some of the unique features of our area are now gone. But we believe that our open and friendly community is the last hope of continuing the agricultural feel of the South Mountain area. We should be able to continue to welcome families into our neighborhood who seek out that rural lifestyle. The environmental and social-emotional benefits to families are great, and we welcome the opportunity to build more homes like ours so that more can have the opportunity to experience this type of community.

Residents of the current proposed planned dense community would have to negotiate the challenges of living up again a more rural neighborhood. They would likely be very unhappy with the noises, smells, flies, and mosquitos that having farm animals entails. We would welcome a less dense proposal that would allow us to open our community to families that choose this way of life. Further, we expect that this zoning change would start at the intersection of the proposed site and continue down the southside of Southern Avenue hemming in our area and eventually push us out. Rather, we propose that the site be used to increase the opportunities for individuals that provides a unique way of life. We believe that

maintaining the current zoning conditions would encourage developers to create more opportunities for Arizona residents to have options for raising their families.

In the March 23, 2021 *Arizona Republic* mentioned another South Phoenix developer, Lee Mashburn of Pivot Development saying, *"If you do a project and ignore the neighborhood, it is not going to be a success."* The South Mountain Village Planning Committee rejected this proposal and we ask that the Planning Committee also reject this plan.

Thank you for your consideration of our appeal.

Deirdre & Randy Irvine

3802 East Saint Catherine

Phoenix, AZ 85042

(602) 437-2688

From:	Lu Ann Winters
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; Racelle Escolar; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	Opposition to 40th & Southern (Z-35-20-8 and GPS-SM-1-20-8)
Date:	Tuesday, March 23, 2021 6:36:15 PM

To the Mayor and council members for districts in the South Mountain Area:

I am a concerned citizen in the South Mountain area. I am concerned about the above project due to the high density it would create in our neighborhood that is already too dense with all the apartments and condos in the area. The traffic is already past capacity as it is right now let alone if we added more dense housing to the area. This project does not conform to the General Plan for the area, setting a precedent that will negatively impact the South Mountain Village well beyond these 17 acres.

Please do not let the beauty of our South Mountain area be destroyed with over development.

Thank you,

Lu Ann Winters
3434 East Baseline Road, #323
Phoenix, AZ 85042

Racelle Escolar

From: Catherine Pliess <cpliess@gmail.com>
Sent: Thursday, March 25, 2021 1:21 PM
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; Racelle Escolar; Enrique A Bojorquez-Gaxiola; Somos BuildBam
Subject: Opposition to 40th & Southern (Z-35-20-8 and GPS-SM-1-20-8)

Dear Community Leaders,

I write to you today in opposition of a planned rental housing development at 40th and Southern.

I would like to formally register my opposition to the project at 40th & Southern (Z-35-20-8 and GPA-SM-1-20-8. This project is **NOT** in keeping with the land use and zoning as outlined in the Baseline Master Plan and it will not be a compliment to the area. As a homeowner in the area, I bought in the South Mountain area in 2018 for the rural and relatively agricultural flavor of the area. For being such a short drive to downtown Phoenix, South Mountain offers a connection to the past history of rural Phoenix. The South Mountain area has wonderful potential to be a successful area with a focus on agriculture, a connection to our food sources, a connection to our past and an area that celebrates our beautiful South Mountain Park.

We need projects that are approved not just for the sake of developing unused land, but for mindful, meaningful intent that will assure the area growth in a way that preserves and protects our unique features. This proposed high density rental project will not support these important attributes of Phoenix and is not in keeping with the master plan or current zoning for this area. This project does not accomplish any of those items. For the developer this is nothing but a cash cow.

During the meetings I attended, many neighbors opposed this project for the same reasons outlined above. At the last meeting, the lawyer provided folks in favor of this project, but respectfully, I do not believe that they were actually homeowners or stakeholders from the area or even people who live in this area. They sounded as if they were reading from a script provided to them. When asked for their addresses they refused. Some of these folks tried to paint a picture that opposition to this project was racially motivated. Not only was that insulting but it could not be further from the truth. Everything is NOT about race. The South Mountain area is currently and historically culturally and racially diverse. It is one of our points of pride and one of the reasons I chose to purchase a home here. Current area residents do recognize that social equity is an integral part of sustainability and preserving the integrity of the South Mountain area and its existing Master Plan.

I recognize that we are in a housing shortage and the need for affordable homes and rental homes is great. I attended (virtually) both meetings where the lawyer for the project presented this proposal. The lawyer sure did try to ring all the important bells by promising affordable homes for teachers, previously incarcerated people and other special need populations (I still don't understand why he kept grouping teachers with ex-convicts). He spent a lot of time talking about these special units and yet at the end of the day it was only for 3 units. Talk about gaslighting. He also went on about waived application fees and background checks. I have been a renter prior to buying my home in 2018 and I think that application fees and background checks are needed and should not be waived. It was my understanding that this was law anyway. The lawyer was adamant about calling this project to be affordable housing, yet the proposed rents are not affordable. They are higher than my mortgage payment. The lawyer also went on about offering a community garden and that they would teach the residents to grow their own food, this to me sounds like more smoke and mirrors. How would this be enforced? What happens when no one wants to care for this garden? Gardening in Phoenix is not a simple task. Are they going to pay someone to keep it? My view is that in less than 6 months this promise would be broken and it would be a bunch of weeds. I think this entire project will be a bunch of broken and unenforceable promises.

If the developer were really looking to provide affordable homes to benefit a low-income population, they would create a housing development with low-cost homes for sale and offer special funding incentives partnered with city grants. They could also provide single family homes on a decent sized lot that matched the rest of the existing community and were in keeping with the current master plan. Have they explored a public-private model that could be shared with other planning agencies as it relates to the working relationship between stakeholders and the developer? When you compare this to the award-winning Cooper Leaf project it falls very short of the goals and strategy used for that successful in-fill project.

This proposal and its non-conformance to the General Plan, sets a precedent that will negatively impact the South Mountain Village well beyond these 17 acres and the future zoning. A project such as this would be much better served to be closer to the new rail extension on Central, being close to the rail would make way more sense and would encourage more riders, actually eliminating traffic concerns associated with this location. Has the developer considered working with the anticipated future Transit Oriented Development (TOD) to provide housing possibilities to ensure ridership?

South Phoenix is in many ways a vulnerable area as it currently is made up of too many rental and high-density areas. Those in rental developments are not property tax payers and often do not have care or long-term thoughts on the area and how projects like this negatively affect tax paying homeowners. This project is also a detriment to the heavy traffic already a problem in the area. Baseline Road and Southern Avenue on a weekday between 1pm and 7pm is often bumper to bumper even in this lower traffic pandemic times, this proposed project that does not conform to the city plan will only make this phenomenon worse. I cannot help but wonder if this project, that is so different from the current approved use would even be considered if was proposed in a different area? Please respect the Master plan and the property taxpayers of this area. Do not support or approve this plan, please do not change the zoning for this parcel. Please respect the South Mountain area.

Kind Regards,

Catherine Pliess
7839 S. 27th Way
Phoenix, AZ 85042
480.824.8951
cpliess@gmail.com

Racelle Escolar

From: Tod Hegstrom <tod.hegstrom@gmail.com>
Sent: Friday, March 26, 2021 1:37 PM
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; Racelle Escolar; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject: SE Corner 40th St & Southern - Zoning Change Request - OPPOSED

To All -

Proposal: Zoning Change Request at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)

My Position: **OPPOSED** to the above cited zoning changes.

Significant time and effort has been placed, by dozens of South Phoenix residents, into constructing the plans for the South Phoenix area. And more specifically to the Baseline Corridor.

Obviously things change and the plans can change. However, the plan has NOT changed. And the citizens of South Phoenix are overwhelmingly opposed.

The zoning request is not consistent with the existing and approved plan and the zoning change request **significantly** changes the use. **High Density Residential.** The purpose for zoning is for those that are currently living in an area of Phoenix AND for those wanting to move into an area of Phoenix. The zoning establishes what you can expect to grow up around you over the coming decades. You make an investment in a home and you depend on the zoning and the plans that have been developed to provide the proper guidance. Not only the guidance to you when you are buying, but the guidance to the city administrators moving forward.

We've lost the **flower gardens**, we've lost the **citrus groves**, we've lost the **cotton fields**. We've been inundated with so many apartment complexes and high density housing (especially in the Baseline Corridor) ... and it has to **STOP**. And this location is certainly NOT the location for high density residential.

Yes, I remember all of those wonderful and beautiful attributes of South Phoenix. I've lived in South Phoenix for over four decades. My spouse was born and raised in South Phoenix. Our kids grew up in South Phoenix, and our kids did NOT move away ... our grandkids are now growing up in South Phoenix.

I know what we had, I know what we have. A lot has changed. The current zoning for this area should not be changed. Especially not while being opposed by the residents.

Stop it here. Stop it now.

Respectfully Submitted,

- Tod

Tod Hegstrom
602.758.5855
16th St & Southern Area

- ***Psalms 37:5*** **|** *Commit thy way unto the LORD; trust also in him; and he shall bring it to pass.*

- *"Right is right even if no one is doing it; wrong is wrong even if everyone is doing it."*
  - *St. Augustine/Augustine of Hippo*

- And, for the Geeky types:
  - There's no place like 127.0.0.1
  - There are 10 types of people in the world: those who understand binary, and those who don't.

Racelle Escolar

From: Raj Chotalla <raj.chotalla@gmail.com>
Sent: Saturday, March 27, 2021 1:08 PM
To: PDD Planning Commission
Cc: 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; Racelle Escolar; Enrique A Bojorquez-Gaxiola; Somos BuildBam
Subject: Opposition to Southern and 40th St proposed development

Dear Planning Commission - I am writing as a concerned resident of the Bartlett Heard ranch area and oppose the proposed rezoning and development request per Z-35-20-8 and GPS-SM-1-20-8.

I would like to share my story on deciding to live in the area. We were looking for a property for our multi-generation family to live in which would offer a big yard/big trees/flood irrigation to grow our own vegetables/fruits in a rural setting. We looked for over a year and a half to find the right place. When we saw Bartlett Heard ranch and its S1 zoning per city ordinances 9as shared by our realtor) we were drawn to it. We were sure to have found our dream neighborhood with the information we had. We ended up bidding for a couple of houses in the area and finally bought the current house about two years ago and invested our life's saving in this new home to remodel.

We are disturbed to find out that the zoning in our back yard is being changed and also the proposed residential development being a very dense use (over 1800% denser usage than what is allowed with current zoning)

I and my wife have signed the formal opposition of this application from this neighborhood which included about 95% of residents in the area who are of the same opinion. I would request the Planning Commission to reject this application. A more reasonable density/density transition should to be adhered to for a new development on this 17-acre property and that would be in line with city general guidelines for this area.

Rgds

Raj Chotalla 480-275-1801
3840 E Vineyard Road
Phoenix AZ 85042

Racelle Escolar

Subject: FW: Opposition to 40th St and Southern (Z-35-20-8 and GPS-SM-1-20-8)

From: Sandy Bawden <skb5775@gmail.com>
Sent: Sunday, March 28, 2021 8:55 PM
To: Mayor Gallego <mayor.gallego@phoenix.gov>; Council District 1 PCC <council.district.1@phoenix.gov>; Council District 2 PCC <council.district.2@phoenix.gov>; Council District 3 PCC <council.district.3@phoenix.gov>; Council District 4 <council.district.4@phoenix.gov>; Council District 5 PCC <council.district.5@phoenix.gov>; Council District 6 PCC <District6@phoenix.gov>; Council District 7 PCC <council.district.7@phoenix.gov>; Council District 8 PCC <council.district.8@phoenix.gov>; Racelle Escolar <racelle.escolar@phoenix.gov>; Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>; Somos BuildBam <somosbuildbam@gmail.com>
Subject: Opposition to 40th St and Southern (Z-35-20-8 and GPS-SM-1-20-8)

Phoenix Planning & Development Department
Zoning Section
200 West Washington, 2nd Floor
Phoenix, AZ 85003

Hello,

We are writing in opposition to the proposed development at 40th St and Southern (Z-35-20-8 and GPS-SM-1-20-8). We are native Phoenicians. Our extended family has lived in the South Mountain Village since 1973 and our immediate family has lived in the Bartlett-Heard neighborhood since 1988. We have seen many changes over the years; from flower gardens and citrus groves to housing developments, retail and commercial properties, golf courses and resorts.

We are not opposed to change, but we are opposed to change that is not beneficial to the area and is in non-conformance to the General Plan that will set a precedent negatively impacting the South Mountain Village well beyond these 17 acres. The density is too high and does not provide an appropriate density transition. The majority of the neighboring property owners are against this proposal.

We respectfully ask that you vote NO on Items 5 & 6, Applications Z-35-20-8 and GPS-SM-1-20-8.

Sincerely,

Thom and Sandy Bawden
3232 E Vineyard Rd
Phoenix, AZ 85042

From:	Trent Marchuk
To:	Racelle Escolar; Enrique A Bojorquez-Gaxiola
Cc:	Pattihoash@gmail.com; Patty Mckinstry
Subject:	Re: Minutes from SMVPC March 9, 2021, GPA SM-1-20-8 and Z-35-29-8
Date:	Sunday, March 28, 2021 11:15:04 PM
Attachments:	12.17.20 - General Request_ Housing Phoenix Questions.pdf 02.04.21 - Support_Petition Signatures_01-26-21.pdf (Z-35-20-8 and GPA-1-20-8).pdf

Hi Racelle and Enrique,

Please make the following edits in the meeting minutes for the 3/9/21 SMVPC meeting regarding Z-35-20-8 and GPA-1-20-8. Reference email reproduced below; I literally wrote the content real-time and read it during my portion to speak and then emailed it to Enrique that same night.

Of the requested edits / clarifications that will not be made, please advise justification.

Enrique - Please add this correspondence to the case file.

Racelle - kindly request that you forward this email to the Planning Commission members in supplement to the meeting minutes.

Edit #1

- Currently written:
  - Trent Marchuk asked the following questions:
    - How does this project meet the Housing Phoenix Plan?
    - Can you confirm the accuracy of the information provided?
  - Mr. Morris responded that the project brings housing that is affordable to the area and confirmed the information submitted to the committee was accurate.
- Requested clarification:
  - Trent Marchuk asked the following questions:
    - What specific Phoenix Housing Policy Initiative(s) does this project advance? (See starting on p 14)
    - Can you confirm the 251 signatures submitted in support are legitimate?
  - Mr. Morris responded
    - that the project brings housing that is affordable to the area
    - confirmed the information submitted to the committee was accurate
  - Trent Marchuk stated:
    - The City of Phoenix represented to the residents that no specific Phoenix Housing Policy Initiative is advanced through this project. (Reference attached email dated Dec 17, 2020)

Edit #2

- Currently Written
  - Trent Marchuk discussed his appointment, vote and the discussions with the applicant. Land use and design are principles that need to be considered and discussed the correspondence submitted by the applicant. He addressed the issues with enforcing the voluntary stipulations proposed by the applicant.
- Requested Clarification

- Trent Marchuk made the following statements
  - Section 2.D.4.g of the Ethics Handbook states he has no conflict of interest voting on this project.
  - The main concerns of the neighbors are Density, Density Transition, and the Precedent to the General Plan.
  - The Applicant has introduced an artificial polemic and misrepresented the opposition to galvanize rather than work with the neighbors
  - The pro-development neighbors have made concessions in their negotiation position willing to creatively densify beyond the legal hard zoning; yet the applicant has remained intractable.
  - On Feb 4, 2021, multiple discrepancies with the support signatures submitted by the applicant were provided to the city, including one purported forgery and many other documented misrepresentations. (reference attached email dated Feb 4, 2021)
  - Existing stipulations on the C-2 parcel preclude residential development; any change to those stipulations must be brought to the SMVPC.
  - This project is not affordable housing; nearby comparables go for a 20% premium over average rent within a two mile radius.
  - A broker who regularly lends to this product type, classified this specific proposal as "predatory development."

Respectfully submitted,
Trent Marchuk

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Tue, Mar 9, 2021 at 11:06 PM
Subject: Remarks 3/9/21 SMVPC
To: Enrique Bojorquez <enrique.bojorquez-gaxiola@phoenix.gov>
Cc: Patti Trites, Southern Hills HOA <pattihoash@gmail.com>

Hi Enrique,

For the meeting notes, below follows the remarks that I read tonight.

Respectfully submitted,
Trent Marchuk

Thank you for the opportunity to speak. As many know, I have been involved in this proposal since July 2020. I have studied this proposal and educated my fellow neighbors on what I have learned. I have advocated against this matter before the board today and have publicly stated that I would not support this matter.

I was appointed to the SMVPC by Sal DiCiccio because of my involvement in this proposal. Section 2.D.4.g of the Ethics Handbook states I have no conflict of interest.

The main concerns of the neighbors are Density, Density Transition, and the Precedent to the General Plan. That's it. The disregard for and destruction of the General Plan was the only thing compared to cancer. Land use and Design is what the Village is charged to protect.

The Applicant has introduced an artificial polemic and misrepresented the opposition to galvanize and distract rather than working with the neighbors that opposed the project. There is a documented catalog of interactions between the neighbors and the Applicant.

The pro-development neighbors have shown a willingness to move on their density position to creatively entertain further densification relative to how the land is legally hard zoned. The applicant is asking for 1,830% increase relative to the current, legal hard zoning. Current Hard Zone is 10 units for the entire 17 acres. The applicant asks for 193. That is 1830% increase.

Stipulations on the C-2 north parcel precludes residential on those 7 acres. Per stipulation #11, that cannot be changed unless brought before the SMVPC.

It's important to note that the neighbors have offered to consider high density on the north parcel and the south parcel would densify relative to hard zoning as well.

It's also important to note that opposition is shared across racial and ethnic lines, as Bereket mentioned. One or two people were asked to represent the diverse constituency in opposition.

However, the Applicant has been intractable on land use and design, specifically on Density.

On Feb 4, 2021, many discrepancies with the submitted signatures were provided to the city. The details are in the case file, including one purported forgery and findings of misrepresentations amongst other discrepancies. If they are willing to submit irregularities to the city and the community regarding submitted signatures, they are willing to say anything to get this project approved.

As a bishop with stewardship over a community of congregants between Central and 40th St and the River and the Mountain, I have personally helped formerly incarcerated individuals get back on their feet. I agree they deserve a second chance. This project does not guarantee they will be helped, because the promised items are not enforceable. Many in opposition may have very well been deceived by the very demographic they passionately, and in some cases rightfully, resent.

What is known is that comparable single family rentals range from $1300 for 1 bedroom, $1600 for 2 bedrooms, and $1900 for 3 bedrooms. These are at least 20% higher than the avg rental rates within a 2 mile radius. Students and formerly incarcerated people cannot afford this. This project will have a displacement effect.

The best description I've heard yet about this proposal is embodied by the phrase, used by a broker who regularly lends to this product type, "This is predatory development."

Therefore, I cannot support this proposal

Racelle Escolar

From: Tina Behrens <tina.leadbetter@outlook.com>
Sent: Monday, March 29, 2021 2:30 PM
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; Racelle Escolar; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject: Opposition to 40th & Southern (Z-35-20-8 and GPS-SM-1-20-8)

I am writing to ask the Planning Commission to deny the proposal for The Sanctuary, Case Nos. Z-35-20-8 and GPS-SM-1-20-8. As a proximate neighbor, I believe this project is not right for this parcel. It is too high in density, doesn't allow for appropriate density transition, and most importantly, doesn't conform to the General Plan. Approval of projects that don't meet this standard set a negative precedent for future projects and application. As an area resident that has spent years trying to keep the South Mountain Village from falling prey to developments who chip away at the edges of this critical, citizen-driven Plan, this is very disheartening.

The owner of the parcel in question this time has promoted developments on this land for some time. They continue to push projects to which the neighborhood has voiced their opposition. Interaction with the neighbors appears to have become grudging – a step they've had to take to "satisfy" planning committee & neighbor requests to work something out. Further, there has been questionable (and sometimes shocking) evidence produced of "neighborhood support". The South Mountain Village Planning Committee has supported the community by denying the request for proposed development. If the owners are unwilling to work out good alternatives, I strongly suggest they market the parcel to those who will. (The parcel was willed to the current owners many years ago, who have not focused on marketing the land properly.)

I urge you to give the General Plan the credence it rightfully deserves as a taxpayer approved plan, and deny this project which does not conform.

Sincerely,

Tina Leadbetter
3268 E. Vineyard Rd
Phoenix, AZ 85042

Racelle Escolar

From: Karen and Sue <sbeyer3582@aol.com>
Sent: Tuesday, March 30, 2021 7:42 AM
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; Racelle Escolar; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com

Please enter this response into the record.

Phoenix Planning Commission Case Number:
GPA-SM-1-20-8 & companion Case Z-35-20-8.
Re: The “Sanctuary At South Mountain” purposed development at the Southwest corner of Southern Avenue and 40th Street.

Submitted by Karen Mischlispy Home Address: 3818 E. St. Catherine Avenue, Phoenix, AZ 85042

I am opposed to the "Sanctuary At South Mountain" development because: a.) it does not meet the Baseline Master Plan, b.) the density for this development is too high for this area, c.) impact to future development along Southern Avenue from 40th Street to 24th Street, d.) high density development creates issues with traffic, parking for staff, visitors, and guests, and e.) the continued pressure to change and or modify the Zoning and General Plan Amendment is not appropriate for this area. This high-density development would be better located closer to Central Avenue to allow direct access to the light rail. I am concerned with the developer's fast-tracking effort to send this negative development through the city process during a pandemic. This is vital to my future neighborhood and community. The Baseline Master Plan identified the need to retain the historical significance for future development.

I have lived and worked in the area most of my life. I have seen many changes some good and some not so good. I want the corner of 40th Street and Southern Avenue to be developed appropriately to the area. I am asking the Phoenix Planning Commission to follow the recommendation of the South Mountain Village Planning Committee and **denied** the request for proposed development of the 40th St & Southern Property.

Thank you,
Karen Mischlispy
home phone: 602 438-2928

Racelle Escolar

From: M Bontrager <ivoryhoofranch@gmail.com>
Sent: Tuesday, March 30, 2021 8:41 AM
To: Monique Bontrager
Cc: 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; Racelle Escolar; Enrique A Bojorquez-Gaxiola
Subject: Opposition to 40th & Southern (Z-35-20-8 and GPS-SM-1-20-8)

To whom it may concern,

I urge you to deny this proposal, the main land use concerns continue to be high of density; inappropriate and non-conformance to the general plan and setting a precedent that will negatively impact the South Mountain Village well beyond these 17 acres. It will add further traffic to the area and there is not one grocery store or restaurant within 2.0 miles of the proposed site.

The neighbors do not want this development.

Our family has lived in the Bartlett Heard neighborhood for more than 15 years, rebuilt our home with pride and dedication to adding value to South Phoenix neighborhoods and do not think a development of that nature to be built on that site.
Thank you,

Monique Bontrager
6401 S 37th str
Phoenix Az 85042
602 770 4526

Racelle Escolar

From: Patti Trites <pattihoash@gmail.com>
Sent: Tuesday, March 30, 2021 4:34 PM
To: PDD Planning Commission; Racelle Escolar
Cc: Enrique A Bojorquez-Gaxiola; Joshua Bednarek
Subject: Planning Commission April1st - Comment
Attachments: PTrites PlanningCommission comments 040121.pdf; 030821 Mass Libaz posting.pdf; 030821 MassLbAZ Instagram Post and links.pdf; MassLib AZ registered agent Joe Larios.png

Dear Josh and Racelle,

Hope you are well.

Please make sure that my comments for Item 5 GPA-SM-1-20-8 and Item 6 Z-35-20-8 are sent to the Planning Committee Members for the April 1st meeting.

I am also attaching supporting documentation. Please make sure it goes with my comments. My comments are on the document 'PTrites PlanningCommission comments 040121'.

Agenda Item #5 GPA-SM-1-20-8 along with companion case
Agenda Item #6 Z-35-20-8 Sanctuary at South Mountain PUD
Located at: SW corner of 40th Street and Southern Avenue

Please take the time to review my attached comments and the other attachments.

I ask the Planning Committee to please oppose this development at this location. I remain available to answer any questions you may have: 402.213.7126 or pattihoash@gmail.com

Thank you and please stay safe,
Patti Trites

Patti Trites cell 402.213.7126 email: pattihoash@gmail.com

March 30, 2021

Dear Planning Commission,

For the COP Planning Commission April 1, 2021
Agenda Item #5 GPA-SM-1-20-8 along with companion case
Agenda Item #6 Z-35-20-8 Sanctuary at South Mountain PUD
Located at: SW corner of 40th Street and Southern Avenue

My name is Patti Trites. I reside at 2421 West Hayduk Road in South Mountain Village in Phoenix Arizona. I am speaking as a resident of South Mountain. *I am in Independent and have not taken 1 cent or any promises for any votes, ever. I do not run or belong on any board of any non-for-profit organization.*

I oppose this project at this location. It is the wrong location for this project. Please vote against these cases.

My reasons for opposing are:

1) Proposed increase density not compatible to immediate neighbors and their investment;

2) Past promises made by the land owners when C-2 was granted have not been kept;

3) New promises made to the Mass Lib AZ group as posted on their Instagram Account by current Developer's Attorney are not enforceable. The COP Staff stated this during the March 2021 SMVPC meeting.

4) The SMVPC and Councilman Garcia repeated requested the Developer's Attorney, Jason Morris, to compromise/negotiate with the neighbors was never done.
    a. The SMVPC asked Jason Morris several times during the presentations in 2020 to negotiate with the neighbors.
    b. A continuance was granted at the February 2021 SMVPC so that Jason Morris could negotiate with the neighbors.
    c. Prior to the March 2021 SMVPC meeting, I had spoken to both Jason Morris and the neighbors. Both said they would compromise.
    d. Councilman Garcia arranged a March 4th conference call with Jason Morris and the neighbors to find a compromise.
    e. Jason Morris and his client, the Developer, did not compromise or negotiate during this meeting March 4th. They would not move on the density from their 11 du/acre and keep them as rentals. The neighbors would have negotiated to 5 per acre of owned, not rented, properties.

5) After the March 9th, 2021 SMVPC Meeting, I discovered that developer and Jason Morris instead met with two South Mountain Village Committee members, Joe Larios and Matt Aguilar, after the meeting with Councilman Garcia. This meeting took place after the 4th but before the 8th of March.
   a. This meeting was validated by Alan Stephenson to me, as he spoke to Jason Morris.
   b. The messaging on the Mass Lib AZ Instagram Page/Facebook page changed. It encouraged members to register to speak in support of this project due to the promises made by the attorney for the developer, Jason Morris.
   c. **A snapshot from the Instagram Account of Mass Lib AZ:**



This Tuesday, the South Mountain Village Planning Committee, a board made up of members appointed by the mayor and city council to make decisions on land use in South Phoenix, will be voting on a housing project on 40th Street and Southern Ave. The developers have agreed to mitigate harms of displacement and gentrification in South Phoenix, **ensuring accessibility** to formerly incarcerated community members by:

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- Continuing to be in partnership with local orgs to create an inclusive community with inclusive design

Unfortunately, local homeowners associations, property interests, and NIMBYs are **organizing to deny** this project because they believe these types of rental properties will **bring the "wrong kind of people"** to the neighborhood.

We need your support to **disrupt** the coded racism and classism that dominates the development process and causes racialized displacement. **Help us demand that the City of Phoenix and the SMVPC put people over property and create the housing we need!**

   d. It bears repeating, these 'promises' are not enforceable by the City. There is a false sense of hope by the supporters. When they realize it will not happen, the developer and their attorney will be gone.

6) IMPORTANT: Please be aware that these two members of the South Mountain Village Planning Committee, Joe Larios and Matt Aguilar, are founders of non-for-profits. That is the source of their income. One of those is the Mass Lib AZ Group, for former incarcerated people. Joe Larios is listed as the registered agent for this group.
7) ***Exchanging Votes for FAVORS/PROMISES from any developer, or their representative, of your non-for-profit group on any project – IS WRONG and UNETHICAL.***

The March 2021 SMVPC Meeting was very emotional. Threats and intimidation are not the way to gather votes for a project.

Freedom of speech is a great freedom. No resident of Phoenix, or South Mountain, has the right to threaten or incite violence if their views are not agreed upon by any Village or Planning Commission.

The Mass Lib AZ group was told, they posted it on the web, and Jason Morris 'promised' them unenforceable stipulations to gather the vote of these SMVPC Members. This group spoke with great passion believing that the SVMPC did not approve of them if we did not vote in favor of this project. ***Nothing can be further from the truth. I, for one, have signed several of the Mass Lib AZ Petitions in the past.***

The developer never compromised or negotiated with the neighbors.
This project is not Affordable Housing.
This project has too much density for the area.
The commitment made by the landowner when the C-2 zoning change was made is not being kept.
This project must follow all the Federal Housing Laws. Period.

I felt threatened by the name calling and remarks made directly at me during the March 2021 SMVPC meeting; that I filed a Police Report # 2021-396297 and resigned from the SMVPC. *The meeting's recording is on file with the city. Please take the time to listen to it , if you need validation.*

I ask the Planning Committee to please oppose this development at this location.

I remain available to answer any questions you may have: 402.213.7126 or pattihoash@gmail.com

Thank you and please stay safe,
Patti Trites

Instagram

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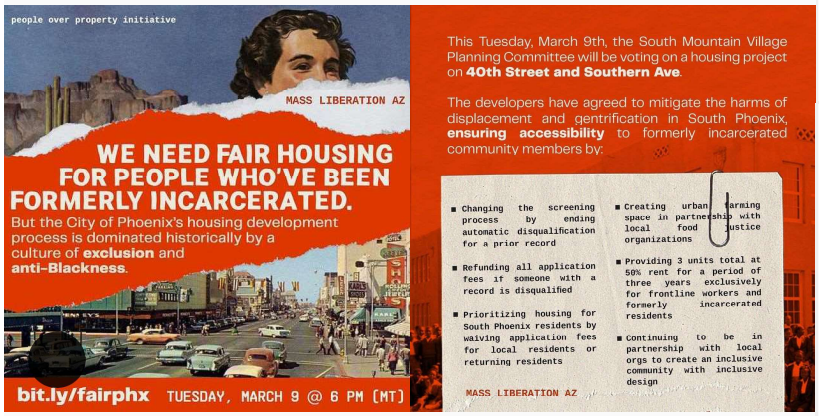

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masslibaz CALL TO ACTION: Join the People Over Property Initiative this Tuesday, March 9th @ 6PM to disrupt the racism and classism of the housing development process, in solidarity with formerly incarcerated community members of South Phoenix.

We need you to register to speak by 5:00 pm on Monday 3/8 so you can

360 likes

4 DAYS AGO

Log in to like or comment.

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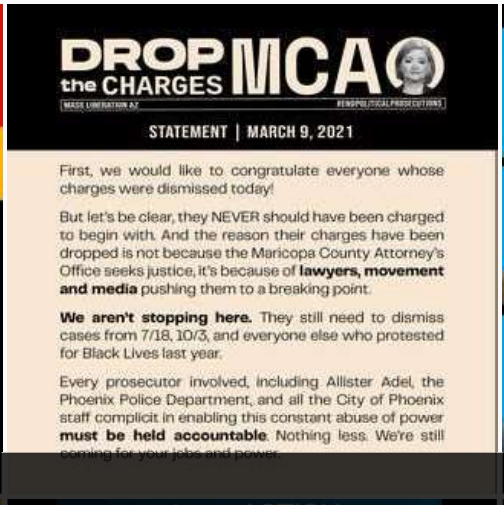

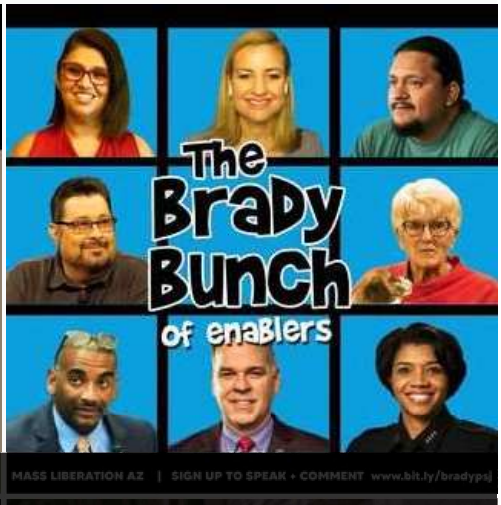

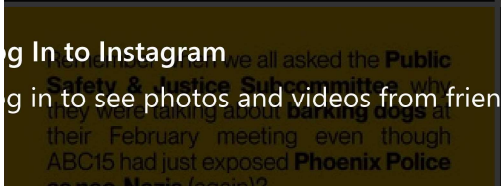

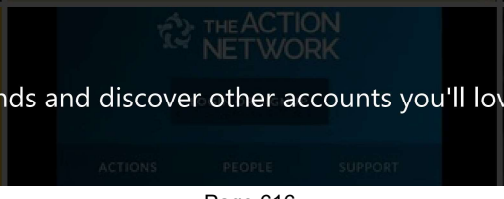

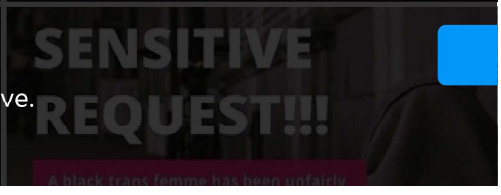

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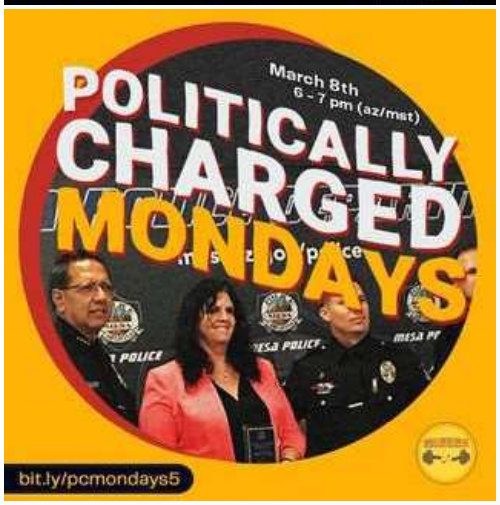





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For further context on what drove the proceedings last night, including the provided talking points, please see below.

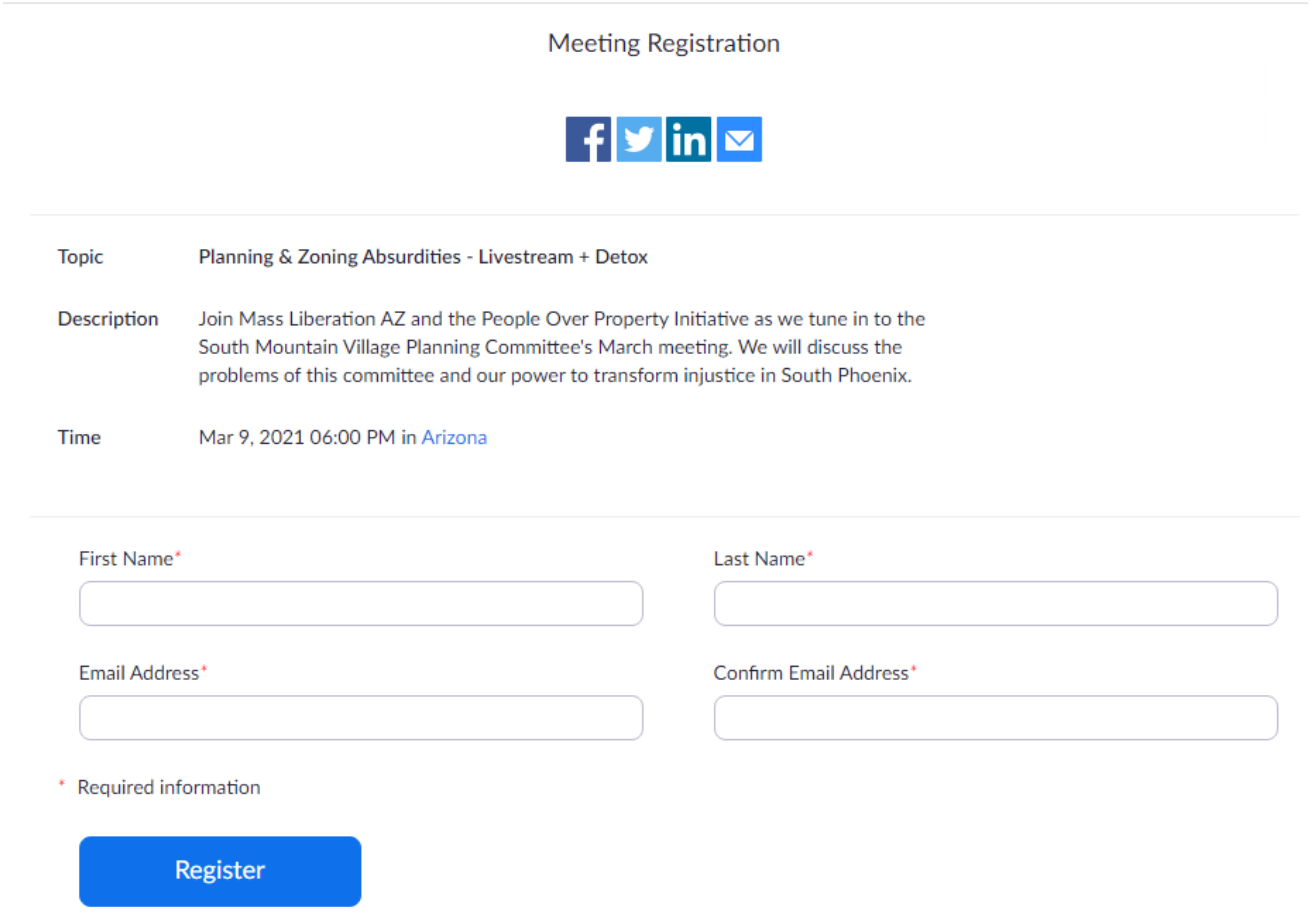
Instagram Post
https://www.instagram.com/p/CMGMFiZnuhj/?igshid=1li5a3bqu7nud



Text of the Instagram Post

> CALL TO ACTION: Join the People Over Property Initiative this Tuesday, March 9th @ 6PM to disrupt the racism and classism of the housing development process, in solidarity with formerly incarcerated community members of South Phoenix.
>
> We need you to register to speak by 5:00 pm on Monday 3/8 so you can help demand the South Mountain Village Planning Committee (SMVPC) puts people over property and creates housing we need!
>
> Find instructions and talking points: bit.ly/fairphx (LINK IN BIO)
>
> We'll also be breaking down the absurdities of planning and zoning in Phoenix as we livestream the meeting as a community together. bit.ly/absurdphx

Screenshot of the Meeting Registration follows:



Screenshots of the Call to Action follow:
https://docs.google.com/document/d/e/2PACX-1vSbsde48aNaxIl0BMdTaQ6Wn8GIw-hrPgCzjyeUpQSFya20BxVUgzentSdHV8L0hCm0g-0sR5GtgSqw/pub

Advocate for fair housing for formerly incarcerated folks at the SMVPC!

TUESDAY, MARCH 9 @ 6:00 PM (AZ/MST)

BACKGROUND - Why?

This Tuesday, the South Mountain Village Planning Committee, a board made up of members appointed by the mayor and city council to make decisions on land use in South Phoenix, will be voting on a housing project on 40th Street and Southern Ave. The developers have agreed to mitigate harms of displacement and gentrification in South Phoenix, **ensuring accessibility** to formerly incarcerated community members by:

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Unfortunately, local homeowners associations, property interests, and NIMBYs are **organizing to deny** this project because they believe these types of rental properties will **bring the "wrong kind of people"** to the neighborhood.

We need your support to **disrupt** the coded racism and classism that dominates the development process and causes racialized displacement. **Help us demand that the City of Phoenix and the SMVPC put people over property and create the housing we need!**

REGISTER TO SPEAK AT THE SMVPC MEETING:

Deadline to sign up: Monday, March 8th by 5:00 pm (AZ/MST)

Email Enrique Bojorquez-Gaxiola at enrique.bojorquez-gaxiola@phoenix.gov and let them know you would like to speak on:

- **Agenda Item #9 - 40th St. & Southern Ave Project (GPA-SM-1-20-8)**

Find talking points for your comment at the bottom of this document! If you need additional help or advice on speaking, email ruia@masslibaz.org or text (480) 234-5682.

WATCH THE MEETING WITH US!

We will be hosting a livestream & detox of the meeting at 6:00 PM. Whether you're speaking at the meeting or not, you can tune in with us in this safe community space as we break down the absurdities of planning and zoning in Phoenix and how we can resist resegregation. Stay for a detox afterwards!

Register at http://bit.ly/absurdphx

TALKING POINTS (Updating)

Here are some sample talking points you can use to craft your public comment.

- The legacy of racism has resulted in state sanctioned early death of south Phoenix residents through food apartheid, Mass Incarceration and Criminalization, and Environmental Racism. These outcomes of segregation and racism shaped the built environment of south phoenix, and the health and bodies of Black and brown residents of south phoenix continue to pay the price. Every development project should shape their project in partnership with directly impacted local leadership to assure a contribution to undoing harms of development past. This project proposal is a first step and should be an example of the type of responsive development we need to see more of.

- Do you know that In Arizona, Black people constitute 5% of state residents, but 18% of people in jail and 14% of people in prison? This disproportionate impact is a result of a legacy of racism and white supremacy, which also creates a cycle of housing violence where formerly incarcerated Black community members are excluded from stable housing. The only way to break this cycle is when development can follow the leadership of directly impacted people, because those closest to the problem are closest to the solution. I support this project and hope to see more examples of housing developers listening to those most marginalized.

-
- The work of Black liberation includes disrupting the way racism operates in the development process. In solidarity, we hold a commitment to name anti-black violence and move towards dismantling the beliefs behind it. When higher income, mostly white neighborhoods stigmatize affordable rentals or housing by saying things like:
    - the project will bring the “Wrong kind of People " or
    - There is an unfounded focus on crime without any consideration for how people of color, and especially Black people are criminalized

  We know that is coded racism and should hold no merit in the outcome of the project.

- “Approximately 98% of the arable acreage (land needed to grow food) in this country is white-owned, which follows the trend in Phoenix and Maricopa county. This racialised outcome of landownership is no accident, and has created inequitable good conditions that directly impacted leadership across the country have named as food apartheid. “Food apartheid looks at the whole food system and takes into account income, race, and geography. It encompasses the social and racial inequalities that are at play in our food system. It recognizes that the systems in place are what make it difficult for people living in low-income areas to access fresh, healthy food.” Investing in Local autonomous food sources should be a standard for any development operating in an environment where the life expectancy is 14 years less than the food abundant areas of the city like built more and Paradise Valley.

- Arizona's housing crisis is actually just a real estate game riddled with racist and classist qualifications to secure housing. There are multiple ways that denial of shelter can take place, and they are applied liberally in order to increase property values and rental income. Unemployment is at a generational low, all while corporate profits surge, signs of growth from new construction and revitalization of urban spaces. Yet the working class tenants who inhabit these spaces are getting priced out of them. For those cost-burdened, there is an inverse relationship in tenants ability to remain housed and the availability of affordable housing.
- Housing is a human right, yet a criminal record often stands between a person being able to secure shelter. Formerly incarcerated people are 10 times more likely to experience homelessness than the general population. And unfortunately, being homeless makes formerly incarcerated people more likely to be arrested and incarcerated again, thanks to classist policies that criminalize homelessness. The criminalization of having "nowhere to go" is inhumane, counterproductive and only perpetuates the revolving door between homelessness and incarceration.

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PEOPLE OVER PROPERTY INITIATIVE | MLAZ

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MASS LIBERATION ARIZONA

Arizona Domestic Non-Profit Corporation · Updated 2/8/2020

Write Review | Upgrade | Claim

Mass Liberation Arizona is an Arizona Domestic Non-Profit Corporation filed On January 28, 2020. The company's filing status is listed as Active and its File Number is 23057025.

[redacted]

The company has 2 principals on record. The principals are Alejandra Pablos from Tucson AZ and Heather Hamel from Phoenix AZ.

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WEBSITE DIRECTIONS

Company Information

Company Name:	MASS LIBERATION ARIZONA
Entity Type:	DOMESTIC NONPROFIT CORPORATION
File Number:	23057025
Filing State:	Arizona (AZ)
Filing Status:	Active
Filing Date:	January 28, 2020

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March 24, 2021

CITY OF PHOENIX

MAR 26 2021

Planning & Development Department

Phoenix Planning & Development Department
Zoning Section
200 West Washington, 2nd Floor
Phoenix, AZ 85003

RE: **Case Nos.Z-35-20-8 and GPS-SM-1-20-8 40th Street & Southern**

Greetings Zoning Committee Members:

Thank you for your service on this important committee. We appreciate your public service and commitment to hearing from citizen stakeholders to ensure that communities in Arizona can continue to thrive. We are writing to voice our opposition to the development of multi-family rental housing proposed. The proposed plan is too dense and would have a negative impact on our community and way of life.

We have lived in the Heard Ranch area since 1976. When we moved to his area from downtown Phoenix, there were citrus orchards and cotton fields north of us. To the south, were the Japanese American flower gardens. When you got off the Interstate 10 Freeway at 40th Street, it was noticeably cooler given the fields of cotton, citrus, and flowers. Our neighborhood was, and remains today, a popular destination given the open spaces and the ability to maintain livestock and grow food. Our community includes riding trails and tree-lined streets that are popular with visitors to the Legacy resort to our west. Many walkers remark on the friendly and open nature of our neighborhood.

Over the past 45 years, much progress has evolved the landscape. We now have golf courses and schools rather than cotton fields and flower gardens. Some of the unique features of our area are now gone. But we believe that our open and friendly community is the last hope of continuing the agricultural feel of the South Mountain area. We should be able to continue to welcome families into our neighborhood who seek out that rural lifestyle. The environmental and social-emotional benefits to families are great, and we welcome the opportunity to build more homes like ours so that more can have the opportunity to experience this type of community.

Residents of the current proposed planned dense community would have to negotiate the challenges of living up again a more rural neighborhood. They would likely be very unhappy with the noises, smells, flies, and mosquitos that having farm animals entails. We would welcome a less dense proposal that would allow us to open our community to families that choose this way of life. Further, we expect that this zoning change would start at the intersection of the proposed site and continue down the southside of Southern Avenue hemming in our area and eventually push us out. Rather, we propose that the site be used to increase the opportunities for individuals that provides a unique way of life. We believe that

maintaining the current zoning conditions would encourage developers to create more opportunities for Arizona residents to have options for raising their families.

In the March 23, 2021 *Arizona Republic* mentioned another South Phoenix developer, Lee Mashburn of Pivot Development saying, *"If you do a project and ignore the neighborhood, it is not going to be a success."* The South Mountain Village Planning Committee rejected this proposal and we ask that the Planning Committee also reject this plan.

Thank you for your consideration of our appeal.

Deirdre & Randy Irvine

3802 East Saint Catherine

Phoenix, AZ 85042

(602) 437-2688

Phoenix Planning & Development Department
Zoning Section
200 West Washington, 2nd Floor
Phoenix, AZ 85003

Hello,

We are writing in opposition to the proposed development at 40th St and Southern (Z-35-20-8 and GPS-SM-1-20-8). We are native Phoenicians. Our extended family has lived in the South Mountain Village since 1973 and our immediate family has lived in the Bartlett-Heard neighborhood since 1988. We have seen many changes over the years; from flower gardens and citrus groves to housing developments, retail and commercial properties, golf courses and resorts.

We are not opposed to change, but we are opposed to change that is not beneficial to the area and is in non-conformance to the General Plan that will set a precedent negatively impacting the South Mountain Village well beyond these 17 acres. The density is too high and does not provide an appropriate density transition. The majority of the neighboring property owners are against this proposal.

We respectfully ask that you vote NO on Items 5 & 6, Applications Z-35-20-8 and GPS-SM-1-20-8.

Sincerely,

Thom D. Bawden Sandy K Bawden

Thom and Sandy Bawden
3232 E Vineyard Rd
Phoenix, AZ 85042

Catherine Pliess
7839 South 27th Way
Phoenix, AZ 85042

March 25, 2021

Phoenix Planning & Development Department, Zoning Section,
200 West Washington, 2nd Floor,
Phoenix, AZ 85003

Re: Opposition to 40th & Southern (Z-35-20-8 and GPS-SM-1-20-8)

Dear Planning and Development:

I write to you today in opposition of a planned rental housing development at 40th and Southern.

I would like to formally register my opposition to the project at 40th & Southern (Z-35-20-8 and GPA-SM-1-20-8. This project is **NOT** in keeping with the land use and zoning as outlined in the Baseline Master Plan and it will not be a compliment to the area. As a homeowner in the area, I bought in the South Mountain area in 2018 for the rural and relatively agricultural flavor of the area. For being such a short drive to downtown Phoenix, South Mountain offers a connection to the past history of rural Phoenix. The South Mountain area has wonderful potential to be a successful area with a focus on agriculture, a connection to our food sources, a connection to our past and an area that celebrates our beautiful South Mountain Park.

We need projects that are approved not just for the sake of developing unused land, but for mindful, meaningful intent that will assure the area growth in a way that preserves and protects our unique features. This proposed high density rental project will not support these important attributes of Phoenix and is not in keeping with the master plan or current zoning for this area. This project does not accomplish any of those items. For the developer this is nothing but a cash cow.

During the meetings I attended, many neighbors opposed this project for the same reasons outlined above. At the last meeting, the lawyer provided folks in favor of this project, but respectfully, I do not believe that they were actually homeowners or stakeholders from the area or even people who live in this area. They sounded as if they were reading from a script provided to them. When asked for their addresses they refused. Some of these folks tried to paint a picture that opposition to this project was racially motivated. Not only was that insulting but it could not be further from the truth. Everything is NOT about race. The South Mountain area is currently and historically culturally and racially diverse. It is one of our points of pride and one of the reasons I chose to purchase a home here. Current area residents do recognize that social equity is an integral part of sustainability and preserving the integrity of the South Mountain area and its existing Master Plan.

I recognize that we are in a housing shortage and the need for affordable homes and rental homes is great. I attended (virtually) both meetings where the lawyer for the project presented this proposal. The lawyer sure did try to ring all the important bells by promising affordable homes for teachers, previously incarcerated people and other special need populations (I still don't understand why he kept grouping

teachers with ex-convicts). He spent a lot of time talking about these special units and yet at the end of the day it was only for 3 units. Talk about gaslighting. He also went on about waived application fees and background checks. I have been a renter prior to buying my home in 2018 and I think that application fees and background checks are needed and should not be waived. It was my understanding that this was law anyway. The lawyer was adamant about calling this project to be affordable housing, yet the proposed rents are not affordable. They are higher than my mortgage payment. The lawyer also went on about offering a community garden and that they would teach the residents to grow their own food, this to me sounds like more smoke and mirrors. How would this be enforced? What happens when no one wants to care for this garden? Gardening in Phoenix is not a simple task. Are they going to pay someone to keep it? My view is that in less than 6 months this promise would be broken and it would be a bunch of weeds. I think this entire project will be a bunch of broken and unenforceable promises.

If the developer were really looking to provide affordable homes to benefit a low-income population, they would create a housing development with low-cost homes for sale and offer special funding incentives partnered with city grants. They could also provide single family homes on a decent sized lot that matched the rest of the existing community and were in keeping with the current master plan. Have they explored a public-private model that could be shared with other planning agencies as it relates to the working relationship between stakeholders and the developer? When you compare this to the award-winning Cooper Leaf project it falls very short of the goals and strategy used for that successful in-fill project.

This proposal and its non-conformance to the General Plan, sets a precedent that will negatively impact the South Mountain Village well beyond these 17 acres and the future zoning. A project such as this would be much better served to be closer to the new rail extension on Central, being close to the rail would make way more sense and would encourage more riders, actually eliminating traffic concerns associated with this location. Has the developer considered working with the anticipated future Transit Oriented Development (TOD) to provide housing possibilities to ensure ridership?

South Phoenix is in many ways a vulnerable area as it currently is made up of too many rental and high-density areas. Those in rental developments are not property tax payers and often do not have care or long-term thoughts on the area and how projects like this negatively affect tax paying homeowners. This project is also a detriment to the heavy traffic already a problem in the area. Baseline Road and Southern Avenue on a weekday between 1pm and 7pm is often bumper to bumper even in this lower traffic pandemic times, this proposed project that does not conform to the city plan will only make this phenomenon worse. I cannot help but wonder if this project, that is so different from the current approved use would even be considered if was proposed in a different area? Please respect the Master plan and the property taxpayers of this area. Do not support or approve this plan, please do not change the zoning for this parcel. Please respect the South Mountain area.

Kind Regards,

Catherine Pliess
7839 South 27th Way
Phoenix, AZ 85042

cpliess@gmail.com
480.824.8951

From:	FABIOLA MARQUEZ
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola
Subject:	RE: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Tuesday, March 30, 2021 4:16:28 PM

Sent from Mail [go.microsoft.com] for Windows 10

From: FABIOLA MARQUEZ
Sent: Saturday, February 6, 2021 4:49 PM
To: mayor.gallego@phoenix.gov; council.district.1@phoenix.gov; council.district.2@phoenix.gov; council.district.3@phoenix.gov; council.district.3@phoenix.gov; council.district.4@phoenix.gov; council.district.5@phoenix.gov; council.district.6@phoenix.gov; council.district.7@phoenix.gov; council.district.8@phoenix.gov; SouthMountainVPC@phoenix.gov; Enrique Bojorquez
Subject: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,
Alonso and Fabiola Marquez
6409 S. 39th Pl.
Phoenix, AZ 85042

Sent from Mail [go.microsoft.com] for Windows 10

From:	Lisa Peterson
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	40th St and Southern Ave (Z-35-20-8 and GPA-120-8
Date:	Friday, April 2, 2021 8:16:57 AM

I am a resident of Heard Ranch. I am very concerned because of a proposed development going in on 40th St and Southern. We have lived in Heard Ranch for 22 years and putting a high density low cost rentals next to our beautiful neighborhood will lower our property values.
This is going to be over 200 rentals crammed together on this small property and they will be walking through our neighborhood. This development will bring more crime into the area. I hope you have not already made of your mind. We do not want this development. We live right next door to it. Please do not vote for this development to go through.

Thank you,

Lisa Peterson
6024051800
lisapaz927@gmail.com

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** 72

Public Hearing and Ordinance Adoption - Rezoning Application Z-35-20-8 - Approximately 340 Feet West of the Southwest Corner of 40th Street and Southern Avenue (Ordinance G-6841)

Request to hold a public hearing and amend the Phoenix Zoning Ordinance, Section 601, the Zoning Map of the City of Phoenix, by adopting Rezoning Application Z-35-20-8 and rezone the site from S-1 BAOD (Ranch or Farm Residence, Baseline Area Overlay District) and C-2 BAOD (Intermediate Commercial, Baseline Area Overlay District) to PUD BAOD (Planned Unit Development, Baseline Area Overlay District) to allow residential (including multifamily) and other permitted uses in the Mixed Use Agricultural (MUA) Zoning District. This file is a companion case to GPA-SM-1-20-8 and should be heard immediately following.

Summary

Current Zoning: S-1 BAOD and C-2 BAOD
Proposed Zoning: PUD BAOD
Acreage: 17.27 acres
Proposed Use: Planned Unit Development to allow residential (including multifamily) and other permitted uses in the Mixed Use Agricultural (MUA) Zoning District.

Owner: John C. Oertle, Jr., Lisa-Kay Oertle-Melancon, Kent C. Oertle, Beth O. Hintze, and Jerald A. Hintze
Applicant: Jason Morris, Withey Morris, PLC
Representative: Jason Morris, Withey Morris, PLC

Staff Recommendation: Approval, subject to stipulations.
VPC Action: The South Mountain Village Planning Committee heard this case on Feb. 9, 2021 and continued the request to the March 9, 2021 meeting, by a vote of 17-0. The South Mountain Village Planning Committee heard this case again on March 9, 2021 and recommended denial, by a vote of 12-7.
PC Action: The Planning Commission heard this case on March 4, 2021 and continued the request to the April 1, 2021 meeting, by a vote of 9-0. The Planning Commission heard this case again on April 1, 2021 and recommended approval, per the staff recommendation with an additional stipulation, by a vote of 6-2.
The Planning Commission recommendation was appealed, and a three-quarter vote

petition was submitted on April 8, 2021. A three-quarter vote is required.

Location

Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
Council District: 8
Parcel Addresses: 6048 S. 40th St.

Responsible Department

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.

ATTACHMENT A

THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL, ADOPTED ORDINANCE

ORDINANCE G-

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP ADOPTED PURSUANT TO SECTION 601 OF THE CITY OF PHOENIX ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE PARCEL DESCRIBED HEREIN (CASE Z-35-20-8) FROM S-1 BAOD (RANCH OR FARM RESIDENCE, BASELINE AREA OVERLAY DISTRICT) AND C-2 BAOD (INTERMEDIATE COMMERCIAL, BASELINE AREA OVERLAY DISTRICT) TO PUD BAOD (PLANNED UNIT DEVELOPMENT, BASELINE AREA OVERLAY DISTRICT).

_____

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The zoning of a 17.27-acre site located approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue in a portion of Section 36, Township 1 North, Range 3 East, as described more specifically in Exhibit "A", is hereby changed from 10.02 acres of "S-1 BAOD" (Ranch or Farm Residence, Baseline Area Overlay District) and 7.25 acres of "C-2 BAOD" (Intermediate Commercial, Baseline Area Overlay District) to 17.27 acres of "PUD BAOD" (Planned Unit Development, Baseline Area Overlay District).

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SECTION 2. The Planning and Development Director is instructed to modify the Zoning Map of the City of Phoenix to reflect this use district classification change as shown in Exhibit “B”.

SECTION 3. Due to the site’s specific physical conditions and the use district applied for by the applicant, this rezoning is subject to the following stipulations, violation of which shall be treated in the same manner as a violation of the City of Phoenix Zoning Ordinance:

1. An updated Development Narrative for the Sanctuary at South Mountain 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 January 22, 2021, as modified by the following stipulations:

    a. Front Cover: Revise the submittal date information to add the City Council adoption date.

    b. Page 9, 1. Development Standards Table, Minimum Building Setbacks, add letter “s” at the end of “Interior Property Line…” in reference to interior property lines adjacent to the existing Walgreens.

    c. Page 10, under Open Space, add “…of gross site acreage.” at the end of the first sentence.

    d. Page 12, Plant Lists, change the bold subheading “Plant Lists” from the right-hand side of the table to the center-top above the reference to plant materials. Also add the word “Zoning” after “Mixed Use Agricultural…”.

    e. Page 14, 5. Amenities, shift “b. Outdoor Amenities:” to the following page.

    f. Page 15, 6. Open Space, align the formatting of the text in the second paragraph.

    g. Page 16, 7. Shade, edit the last sentence to the following: “c. Shade requirements shall be calculated on a Summer Solstice at 12:00 noon.”

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h. Page 17, second paragraph, revise the second sentence to state “c. Connections shall be provided from and between the following elements via the most direct route using pathways a minimum of 4 feet in width:” and revise the alignment at the bottom of the page starting with “d. Traffic calming…”.

i. Page 19, E. Design Guidelines, change subheading from “1. Multifamily Residential” to “1. General Standards”.

j. Page 19, E. Design Guidelines, under 1. Multifamily Residential, change to: “e. All of the residential units adjacent to 39th Street shall contain covered back patios at a minimum of 200 square feet in area at a depth of at least six feet, if the front of residential units is not oriented towards 39th Street.”

k. Page 19, E. Design Guidelines, under 1. Multifamily Residential, remove sentence starting with “f. A minimum of two pedestrian gates…”

l. Page 21, 5. Building Orientation and Massing, revise the second sentence to “b. Residential units adjacent to 39th Street which are not fronting onto 39th Street, shall incorporate back patios oriented towards 39th Street to reinforce community orientation and place eyes on this street.”

m. Page 22, 10. Other Design Elements, please align the subheading.

n. Page 25, H. Complete Streets, change the word “ROW” to “right-of-way”.

o. Page 26, I. Infrastructure, 1. Circulation, lower case the word “Pedestrian”.

p. Page 27, J. Comparative Zoning Table, update the Proposed PUD standards to match with the rest of the PUD document.

2. The applicant shall submit a Traffic Impact Study/Statement to the City for this development. No preliminary approval of plans shall be granted until the study is reviewed and approved by the City. Contact the Street Transportation Department, to set up a meeting to discuss the requirements of the statement/study. Upon completion of the TIS the developer shall submit the completed TIS to the Planning and Development Department counter with instruction to forward the study to the Street Transportation Department, Design Section.

3. The developer shall dedicate a one-foot Vehicular Non-Access Easement (VNAE) along Southern Avenue, as approved by the Planning and Development Department.

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4. 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.

5. Prior to final site plan approval, the property owner shall record documents that disclose to purchasers of property and tenants within the development the existence and operational characteristics of agricultural uses. The form and content of such documents shall be reviewed and approved by the City Attorney.

6. The property owner shall record a Notice to Prospective Purchasers of Proximity to Airport in order to disclose the existence, and operational characteristics of City of Phoenix Sky Harbor International Airport (PHX) 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.

7. The developer shall grant and record an aviation 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.

8. 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.

9. 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.

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

PASSED by the Council of the City of Phoenix this 5th day of May, 2021.

_____
MAYOR

DRAFT

ATTEST:

_____City Clerk

APPROVED AS TO FORM:

_____City Attorney

REVIEWED BY:

_____City Manager

Exhibits:
A – Legal Description (3 Pages)
B – Ordinance Location Map (1 Page)

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EXHIBIT A

LEGAL DESCRIPTION FOR Z-35-20-8

PARCEL NO. 1:

LOT 56, BARLETT-HEARD LANDS, ACCORDING TO THE BOOK 13 OF MAPS, PAGE 35, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT THAT PART THEREOF, IN SECTION 36, TOWNSHIP 1 NORTH, RANGE 3 EAST, GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA, COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

THENCE SOUTH ALONG THE EAST LINE THEREOF, A DISTANCE OF 309.54 FEET TO AN ORTHOGONAL LINE, HEREIN DESGINATED AS LINE “A”;

THENCE SOUTH A DISTANCE OF 390.26 FEET;

THENCE WEST A DISTANCE OF 40 FEET;

THENCE NORTH A DISTANCE OF 290.26 FEET;

THENCE NORTHERLY TO THE INTERSECTION OF SAID LINE “A” WITH THE WEST LINE OF THE EAST 42 FEET OF SAID SECTION;

THENCE NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID SECTION;

THENCE EASTERLY TO THE POINT OF BEGINNING; AND

EXCEPT THAT PART THEREOF LYING WITHIN THE PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 42 FEET OF SAID SECTION;

THENCE WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 309.54 FEET TO AN ORTHOGONAL LINE HEREIN DESIGNATED AS LINE “B”;

THENCE WEST TO A DISTANCE OF 100 FEET TO AN ORTHOGONAL LINE HEREIN DESIGNATED AS LINE “C”;

THENCE WEST TO THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT 56;

THENCE SOUTHERLY ALONG SAID PROLONGATED LINE TO THE SOUL LINE OF THE NORTH 40 FEET OF SAID SECTION 36;

THENCE EAST ALONG SAID SOUTH LINE TO SAID LINE “C”;

THENCE EASTERLY TO THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 42 FEET OF SAID SECTION WITH SAID LINE “B”;

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THENCE EAST ALONG SAID SOUTH LINE TO THE WEST LINE OF THE EAST 62 FEET OF SAID SECTION;

THENCE SOUTHEASTERLY TO A POINT ON THE WEST LINE OF THE EAST 42 FEET OF SAID SECTION WHICH IS 62 FEET SOUTHERLY OF THE POINT OF BEGINNING;

THENCE TO THE POINT OF BEGINNING, AS SET FORTH IN WARRANTY DEED RECORDED IN DOCKET 111243, PAGE 406, RECORDS OF MARICOPA COUNTY, ARIZONA, AND

EXCEPT THAT PART THEREOF LYING WITHIN THE PARCEL OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 36, FROM WHICH THE EAST QUARTER OF SAID SECTION 36 BEARS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 2650.00 FEET;

THENCE SOUTH 00 DEGRESS 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 62.38 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 42.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 42.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 247.16 FEET;

THENCE SOUTH 01 DEGREEES 08 MINUTES 45 SECONDS EAST, A DISTANCE OF 71.22 FEET;

THENCE NORTH 76 DEGREES 56 MINUTES 30 SECONDS WEST, A DISTANCE OF 55.30 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 280.06 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 225.82 FEET;

THENCE NORTH 08 DEGREES 41 MINUTES 36 SECONDS WEST, A DISTANCE OF 56.14 FEET;

THENCE NORTH 01 DEGREES 58 MINUTES 56 SECONDS WEST, A DISTANCE OF 26.37 FEET;

DRAFT

THENCE NORTH 47 DEGREES 41 MINUTES 03 SECONDS WEST, A DISTANCE OF 23.67 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF SOUTHERN AVENUE;

THENCE SOUTH 89 DEGREES 22 MINUTES 32 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 50.26 FEET;

THENCE NORTH 89 DEGREES 28 MINUTES 43 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 289.16 FEET;

THENCE SOUTH 45 DEGREES 15 MINUTES 52 SECONDS EAST, A DISTANCE OF 28.15 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

A NON-EXCULSIVE AND PERPETUAL EASEMENT FOR REASONABLE ACCESS, INGRESS, AND EGRESS AS CREATED IN DECLARATION OF EASEMENTS, CONVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN RECORDING NO. 98-0129739 AND RE-RECORDED IN RECORDING NO. 98-0372478, RECORDS OF MARICOPA COUNTY, ARIZONA

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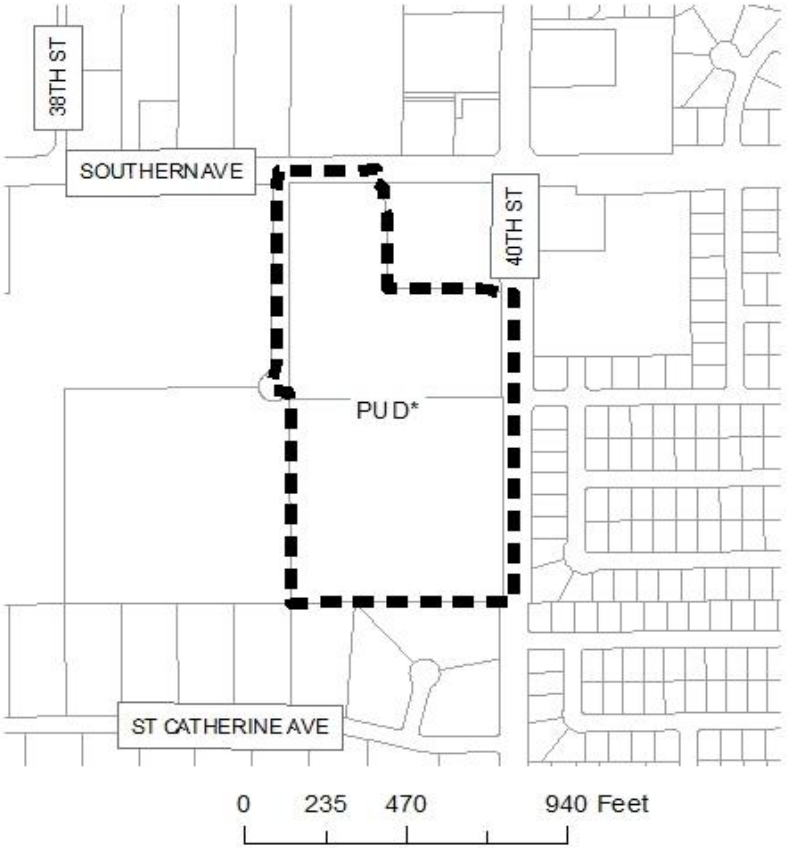
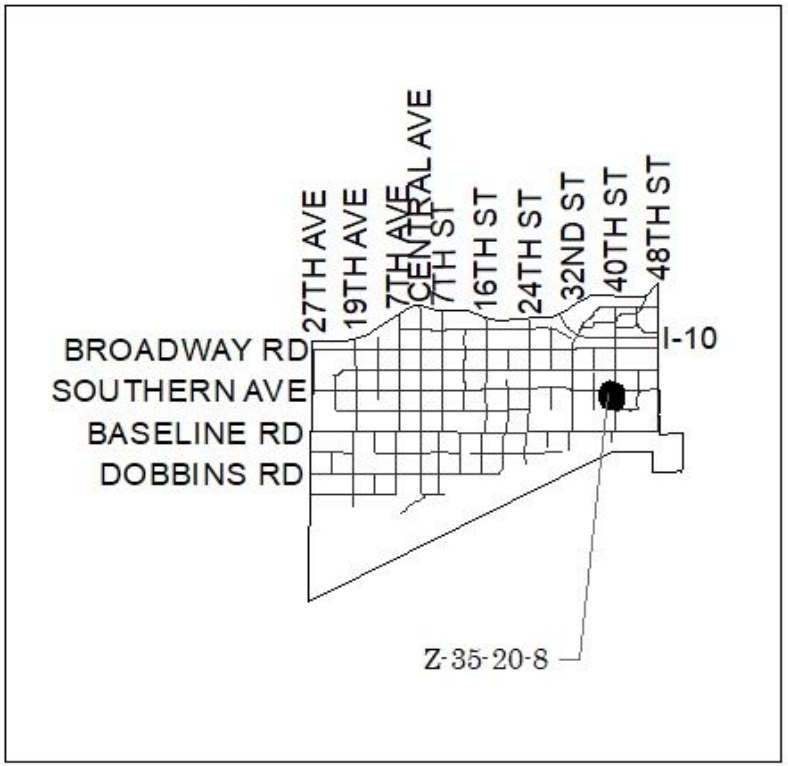
ORDINANCE LOCATION MAP

EXHIBIT B

ZONING SUBJECT TO STIPULATIONS: *
SUBJECT AREA: - - - -

Zoning Case Number: Z-35-20-8
Zoning Overlay: Baseline Area Plan and Overlay District
Planning Village: South Mountain





NOT TO SCALE

N

Drawn Date: 3/24/2021

\\one\pdd\Shared\Department Share\Information Systems\PLGIS\IS_Team\Core_Functions\Zoning\SuppMaps_OrdMaps\2021 Ord\5-5-21\Z-35-20-8.mxd

Attachment B

City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

Staff Report Z-35-20-8
(Sanctuary at South Mountain PUD)
February 3, 2021

South Mountain Village Planning Committee Meeting Date	February 9, 2021
Planning Commission Hearing Date	March 4, 2021
Request From:	S-1 BAOD (10.02 acres) and C-2 BAOD (7.25 acres)
Request To:	PUD BAOD (17.27 acres)
Proposed Use	Planned Unit Development to allow residential (including multifamily) and other permitted uses in the Mixed Use Agricultural (MUA) Zoning District
Location	Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
Owner	John C. Oertle, Jr., Lisa-Kay Oertle-Melancon, Kent C. Oertle, Beth O. and Jerald A. Hintze
Applicant / Representative	Jason Morris, Withey Morris, PLC
Staff Recommendation	Approval, subject to stipulations

General Plan Conformity			
General Plan Land Use Map Designation		Current: Mixed Use Agricultural Pending (GPA-SM-1-20-8): Mixed Use Agricultural and Residential 10 to 15 dwelling units per acre	
Street Map Classification	40th Street	Arterial	Varies, 33-foot to 40-foot west half street
	39th Street	Local	Approximately 32.5-foot east half street
	Southern Avenue	Arterial	40-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 site is adjacent to commercial development and two arterial streets that provide alternative transportation options. Uses in the surrounding area consist of residential, commercial and agricultural uses. The proposed development is consistent in scale and character with the surrounding uses by incorporating perimeter standards, landscape buffers and design guidelines that promote an agricultural environment, which will also help mitigate impacts on adjacent residential properties.

CONNECT PEOPLE AND PLACES CORE VALUE; COMPLETE STREETS; DESIGN PRINCIPLE: In order to balance a more sustainable transportation system, development should be designed to include increased amenities for transit, pedestrian and bicyclists such as shade, water, seating, bus shelters, wider sidewalks, bike racks, pedestrian scale lighting and way-finding.

The proposal incorporates several pedestrian and bicycle infrastructure features in order to promote the use of alternative transportation systems. Pedestrian infrastructure includes a system of lighted and shaded pedestrian pathways that connect to adjacent perimeter sidewalks and commercial development at the southwest corner of 40th Street and Southern Avenue. Bicycle infrastructure includes indoor/covered and outdoor/uncovered bicycle parking, to increase bicycling as a viable means of transportation in the city of Phoenix. There are two dedicated bicycle lanes presently along 40th Street and Southern Avenue, immediately adjacent to this development that will help provide recreational opportunities and connect residents to services in other parts of the South Mountain Village.

The site is also located at the junction of two bus routes on 40th Street and Southern Avenue, providing nearby transit opportunities for future residents. The enhanced bicycle and pedestrian facilities integrated into the site plan and abundance of bus routes in the area, will encourage a sustainable transportation system.

BUILD THE SUSTAINABLE DESERT CITY CORE VALUE; HEALTHY FOOD SYSTEM; DESIGN PRINCIPLE: Encourage neighborhood designs that incorporate community gardens, urban farms and other urban agriculture elements.

The proposed development incorporates standards and elements consistent with the agrarian character of the surrounding area which includes nurseries, farms, landscaping companies, and residential uses. This development will promote urban agriculture via a community garden, tool library and pop-up produce stand amenities, shall the site develop as multifamily, to improve food security and the health of residents. Plant species found in

the BAMP and MUA Zoning District plant lists which have edible applications may be utilized in the required landscape areas to further promote food security in the area.

BUILD THE SUSTAINABLE DESERT CITY CORE VALUE; TREES & SHADE; DESIGN PRINCIPLE: Integrate trees and shade into the design of new development and redevelopment projects throughout Phoenix.

The proposal includes landscaping standards that address the adjacent streetscape, perimeter buffers and parking areas. The development will provide 75 percent shade along adjacent sidewalks and internal pedestrian paths connecting the development to adjacent streets. This will help to encourage walking and to mitigate the urban heat island effect by covering hard surfaces, thus cooling the micro-climate around the project vicinity. Perimeter landscaping and other required landscaped areas will also adhere to the plant lists referenced in the BAMP and MUA Zoning District to further the character of the area.

Area Plans, Overlay Districts and Initiatives

Baseline Area Master Plan – Adopted in 1997, the Baseline Area Master Plan evaluated the southeast portion of the South Mountain Village with an aim to promote development which respects and preserves the lifestyle in the area. See Background Item No 4.

Baseline Area Overlay District – The property is located within the boundaries of the Baseline Area Overlay District, a regulatory Overlay District which is designed to encourage and protect the rural, agricultural character of the area while allowing development in accord with the Baseline Area Master Plan. See Background Item No 5.

Tree and Shade Master Plan – The Tree and Shade Master Plan is a roadmap for creating a healthier, more livable and prosperous 21st Century desert city. The goal is to treat the urban forest as infrastructure to ensure that trees are an integral part of the city's planning and development process. See Background Item No. 8.

Comprehensive Bicycle Master Plan – The city's bicycle master plan will set the course for the next 20 years for development of bicycle facilities. The plan is intended to provide a framework for decision making to expand and improve bicycle facilities throughout the city. See Background Item No. 9.

Complete Streets Guiding Principles – The City's complete streets policy further advances its goal to create a more sustainable transportation system that is safe and accessible for everyone. Complete streets provide infrastructure that encourages active transportation such as walking, bicycling, transportation choices and increased connectivity. Through this policy, the primary focus of street design will no longer be solely on the speed and efficiency of automobile travel, but on the safety and comfort of all users. See Background Item No. 9.

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. See Background Item No. 10.

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 a vision of creating a stronger and more vibrant Phoenix through increased housing options for residents at all income levels and family sizes. See Background Item No. 11.

Surrounding Land Uses and Zoning		
	Land Use	**Zoning**
On Site	Vacant / Undeveloped	S-1 BAOD and C-2 BAOD
North (including across Southern Avenue)	Pharmacy Child Care Gas Station Vacant / Undeveloped	C-2 BAOD R-3 SP and C-1 SP C-1 and C-1 SP S-1
South	Single Family Residential (Heard Ranch community)	RE-43
East (across 40th Street)	Various Commerce Park Uses Single Family Residential	Industrial Park R1-6
West	Plant Nursery Radio / Broadcast Building	MUA S-1 SP

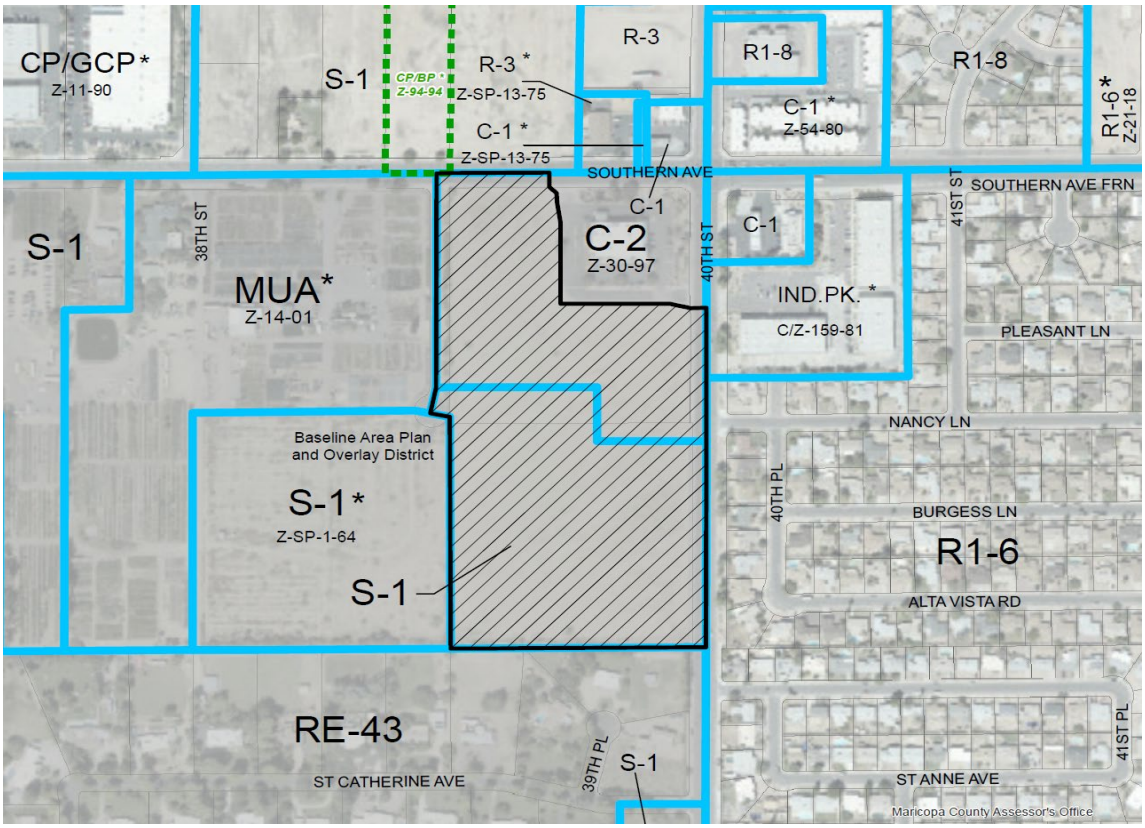
Background/Issues/Analysis

SUBJECT SITE

1. This request is to rezone an approximately 17.27-acre site located approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue from 10.02 acres of S-1 BAOD (Ranch or Farm Residence, Baseline Area Overlay District) and 7.25 acres of C-2 BAOD (Intermediate Commercial, Baseline Area Overlay District) to 17.27 acres of PUD BAOD (Planned Unit Development, Baseline Area Overlay District) to allow residential

(including multifamily) and other permitted uses in the Mixed Use Agricultural Zoning (MUA) District.

The northern portion of the site is presently zoned C-2 BAOD and would allow for multifamily uses. The southern portion is zoned S-1 BAOD, which permits low density residential and other rural uses. Additional information about the existing zoning is provided Background Item No. 3.

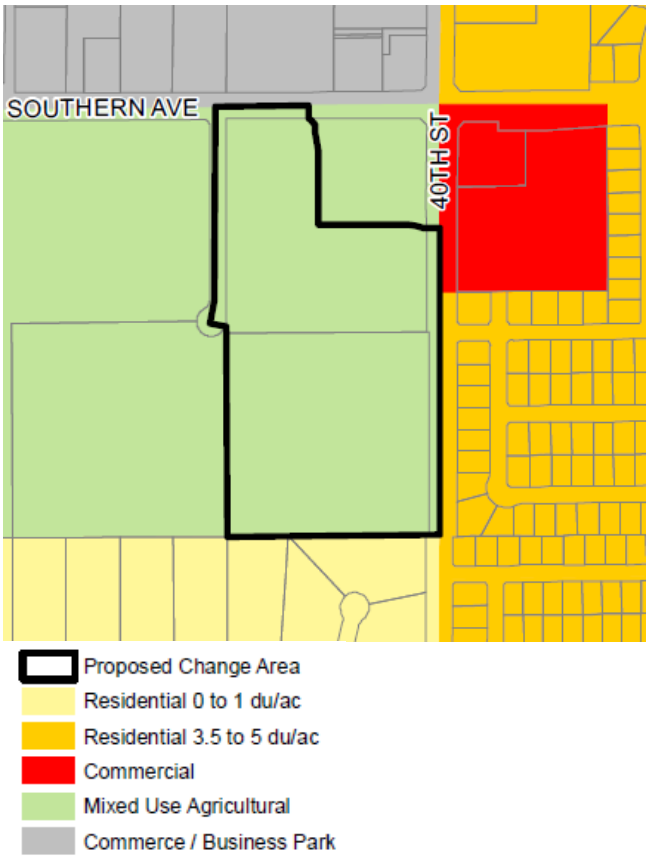


Existing Zoning Aerial Map, Source: City of Phoenix Planning and Development Department

2. The General Plan Land Use Map designation for the property is Mixed Use Agricultural. The Mixed Use Agricultural land use category helps to preserve the character of agricultural areas while allowing new development which is consistent with the traditional design and uses of a rural and agricultural area. The proposed PUD contains permitted uses and development standards that respect the character of the area. The permitted uses include all uses from the MUA Zoning District, in addition to multifamily with a density up to 11.2 dwelling units per gross acre.

   Development standards and design guidelines in the proposal that apply to multifamily development (density higher than two dwelling units per acre), incorporate all BAOD and various MUA Zoning District standards such as height, building and landscape setbacks; design guidelines; and signage. If the site develops with a permitted use from the MUA Zoning District, this use would follow the Zoning Ordinance regulations from the BAOD and MUA Zoning Districts.

   In order to permit the increased density proposed, a companion General Plan Land Use Map amendment, GPA-SM-1-20-8, has been filed concurrently with this request.



Existing General Plan Land Use Map,
Source: City of Phoenix Planning and Development Department

In addition, the Phoenix City Council has approved PUD zoning for residential uses in areas designed Mixed Use Agricultural on the General Plan Land Use Map. These PUD cases include: The Arbors (Z-81-15), Navarro Groves (Z-15-16) and Gardener's Enclave (Z-50-16). The PUD examples referenced above limited their uses to single-family detached development, while this proposed PUD will allow for single-family detached at a density of 2 dwelling units per acre and multifamily at a density of up to 11.2 dwelling units per gross acre. The MUA Zoning District allows for residential uses (no specific dwelling type) at a density of up to two dwelling units per acre.

Because the proposal, through development standards, permitted uses and design guidelines is reflective of the MUA character envisioned in the General Plan, the proposal is consistent with the Mixed Use Agricultural land use designation. Companion minor general plan amendment case GPA-SM-1-20-8 requests approval of a mix of Mixed Use Agricultural and Residential 10 to 15 dwelling units per acre on the site in order to allow the proposed density of 11.2 dwelling units per acre with PUD case Z-35-20-8.

The site is located near the intersection of two arterial streets and will provide additional housing choices along this transportation corridor that connects to Interstate 10 to the east and the light rail further to the west, once this is completed.

North of the site, the General Plan Land Use Map designation is Mixed Use Agricultural (directly abutting) and Commerce/Business Park across Southern Avenue. South of the subject site is the Heard Ranch community where properties are designated as Residential 0 to 1 dwelling units per acre. West of the property are two large properties designated Mixed Use Agricultural. East of the subject site, the General Plan Land Use Map has designated properties as Residential 3.5 to 5 dwelling units per acre and commercial.

HISTORY OF THE SITE

3. In 1924, the site was subdivided as part of the Bartlett Heard Lands subdivision which created 77 tracts of land spread across several square miles as part of a survey by Mr. Harry E. Jones. In 1960, the subject site was annexed into the City of Phoenix from unincorporated Maricopa County and zoned S-1 under Ordinance No. G-449 in 1961. Historic aerial imagery dating to 1969 showed an orchard located on the subject site, which remained partially on site until approximately 2014.

   In 1997, zoning case Z-30-97-3 approved the change of zoning along the northern portion of the site from S-1 to C-2, subject to several stipulations pertaining to: site plan conformance, maximum building height, pitched roof requirements, cluster development, parking lot lighting, covered walkways, maximum lot coverage, enhanced perimeter and parking landscaping, fencing and design guidelines from the Baseline Area Master Plan. The General Plan

land use map designation for this property in 1997 was Residential 0 to 2 dwelling units per acre, while the Baseline Area Master Plan changed the land use map designation on the site to Mixed Use Agricultural.

In 2016, PUD case Z-51-6-8 was filed for the subject site with the intent of developing commercial, office and retail uses on the site. There was a concurrent minor General Plan Amendment case GPA-SM-2-17-8 seeking to change the land use designation from Mixed Use Agricultural to Mixed Use Agricultural and Commercial was also filed. However, these two cases were withdrawn in mid-2020.

BASELINE AREA MASTER PLAN

4. The Baseline Area Master Plan (BAMP) addresses the existing conditions of the plan area, articulates a vision for the future and offers a series of implementation strategies to achieve the community's vision for the area. One of the implementation strategies contained in the plan was the creation of a mixed use agricultural district with development standards that addressed agriculturally based land uses and deep setbacks. The PUD development narrative integrates development standards and design guidelines that embody the adopted MUA Zoning District within the Phoenix Zoning Ordinance, thereby providing consistency with portions of the BAMP. The PUD development narrative primarily adheres to the MUA Zoning District building and landscape standards along perimeter arterial streets where this development will be most visible. Other design guidelines from the BAMP have been incorporated to address perimeter parking standards.

BASELINE AREA OVERLAY DISTRICT

5. The Baseline Area Overlay District (BAOD) contains guidelines that address building and site design in addition to signage standards applicable to the subject site. The current rezoning request does not eliminate requirements for conformance with this overlay district. The standards contained in the Development Narrative meet or exceed all BAOD standards. For BAOD standards not directly addressed in the Development Narrative, the BAOD standard will apply.

PROPOSAL

6. The proposal was developed utilizing the PUD zoning designation, which allows an applicant to propose uses, development standards, and design guidelines for a site. The Planned Unit Development (PUD) is intended to create a built environment that is superior to that produced by conventional zoning districts and design guidelines. Using a collaborative and comprehensive approach, an applicant authors and proposes standards and guidelines that are tailored to the context of a site on a case by case basis. Where the PUD Development Narrative is silent on a requirement, the applicable Phoenix Zoning Ordinance provisions will be applied.

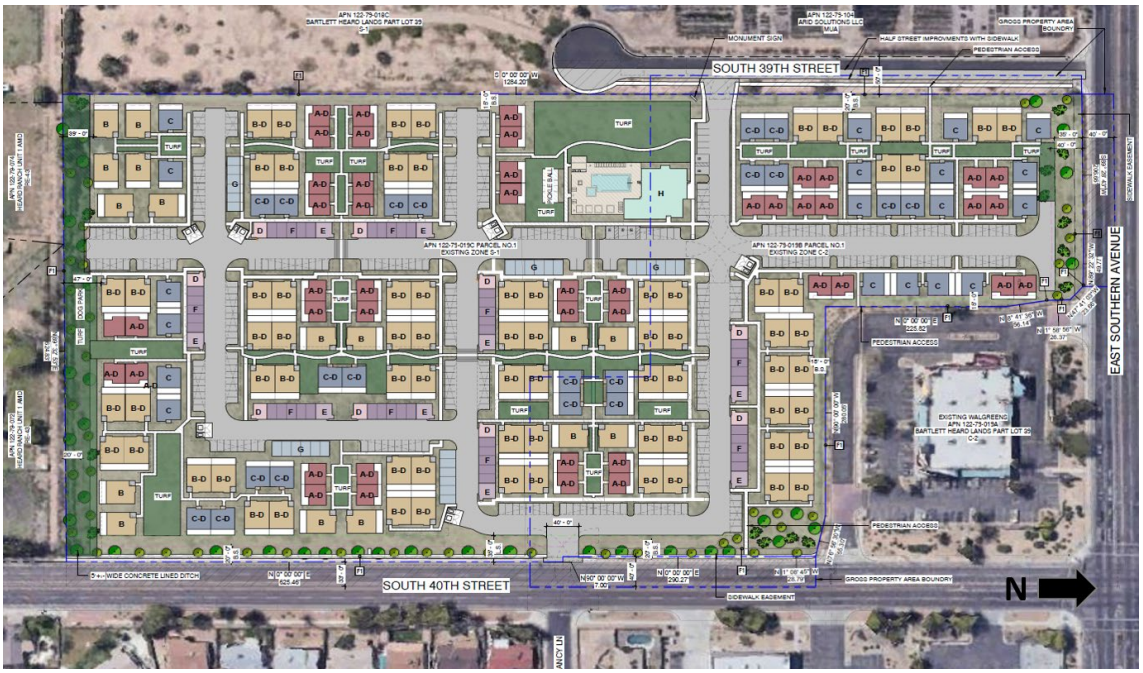
7. Below is a summary of the proposed standards for the subject site as described in the attached PUD Development Narrative date stamped January 22, 2021. The proposed standards were designed to allow residential (including multifamily) and all permitted uses from the MUA Zoning District. The proposal reflects the agricultural character of the surrounding area which includes plant nurseries, landscaping businesses and large lot residential development.

   Development standards and design guidelines in the proposal were designed to apply to multifamily development (higher than two dwelling units per acre), incorporating various MUA Zoning District standards. If the site develops with a permitted use from the MUA Zoning District, this use would follow the Zoning Ordinance regulations from the BAOD and MUA Zoning Districts. The standards outlined in the development narrative and applicable to multifamily were designed to meet or exceed the standards in the Mixed Use Agricultural Zoning District. Select standards that deviate from the MUA Zoning District are identified subsequently in this report.

   a. **Land Use Plan and Permitted Uses**
   The Development Narrative allows both primary, accessory and temporary uses on this site. Primary uses are limited to residential (including multifamily) and all permitted uses from the Mixed Use Agricultural Zoning District, thus enabling the property to be developed with a wide variety of uses consistent with the requested Mixed Use Agricultural and Residential 10 to 15 dwelling units per acre minor general plan amendment under case GPA-SM-1-20-8.

   The conceptual site plan provided by the applicant, depicts a multifamily development that could be developed utilizing the standards within the Development Narrative. Vehicular access to the subject site is proposed along 39th Street and 40th Street, while the Development Narrative requires multifamily developments to provide a system of pedestrian pathways connecting the site internally, to adjacent streets and the pharmacy at the southwest corner of 40th Street and Southern Avenue.

   The Development Narrative requires multifamily developments with a density higher than two dwelling units per acre to provide two open space areas of no less than 15,000 square feet visible from the primary entrance along 39th Street and along the south portion of the site. Perimeter enhancements include deep building and landscape setbacks, enhanced planting standards and rural fencing elements referenced in more details subsequently.



Conceptual Site Plan, Source: Synectic Design Inc.

b. **Development Standards**

The Development Narrative proposes development standards that incorporate both BAOD and MUA standards. The table and sub-sections below provide a summary of the development standards found within the PUD applicable to multifamily development.

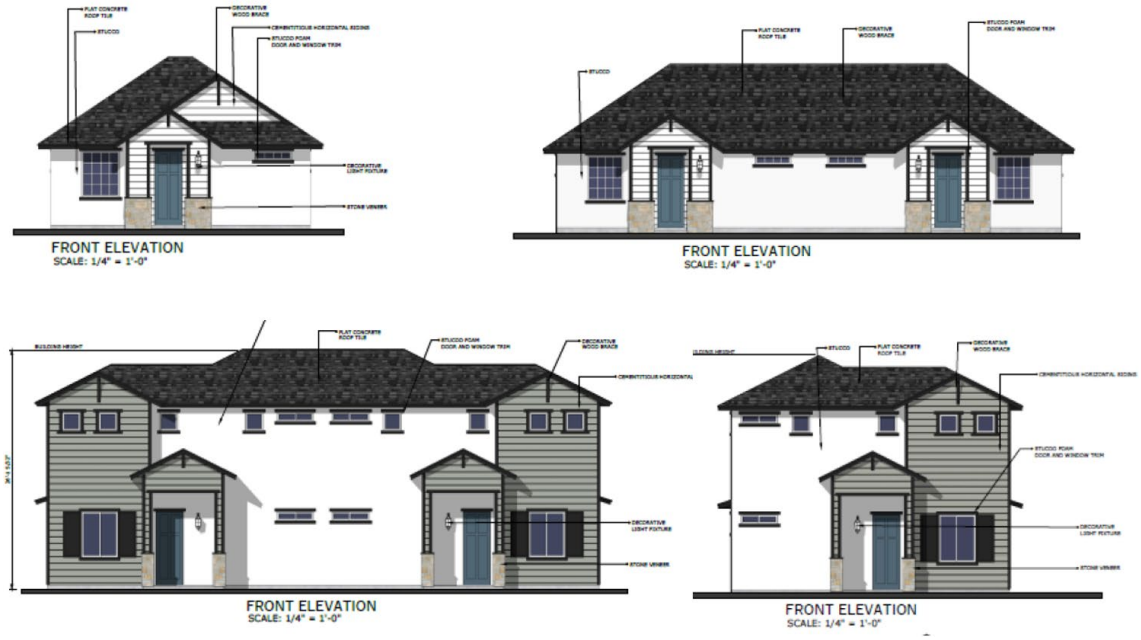
The MUA Zoning District allows residential uses with a maximum density of two dwelling units per acre while the proposed Development Narrative allows multifamily with a maximum density of 11.2 dwelling units per gross acre in addition to requiring other standards described below.

Maximum Building Height	2 stories, not to exceed 30 feet Buildings located within 60 feet from 40th Street and Southern Avenue shall not exceed 1 story and 20 feet. Buildings located within 140 feet of the south property line shall not exceed 1 story and 20 feet.
Maximum Lot Coverage	35%
Maximum Density	11.2 dwelling units per gross acre

Minimum Building Setbacks	
40th Street, Southern Avenue and south property line	40 feet
West perimeter property line (adjacent to 39th Street)	20 feet
West perimeter property line (not adjacent to 39th Street) and interior property lines (adjacent to existing commercial)	15 feet
Minimum Open Space	20%
Minimum Landscape Setbacks	
40th Street	35 feet average, minimum 30 feet permitted for 50% of the frontage
Southern Avenue	35 feet
South perimeter property line	25 feet
West perimeter property line (adjacent to 39th Street)	20 feet
West perimeter property line (not adjacent to 39th Street) and interior property line (adjacent to the existing commercial)	10 feet
Minimum Parking Lot Landscaping	10%
Required Parking	
Multifamily	1.3 spaces per efficiency unit and 1.5 spaces per 1 or 2 bedroom unit and 2 spaces per 3 or more bedroom unit, 1.0 space per unit of less than 600 square feet regardless of number of bedrooms. (Subject to other applicable requirements per Section 702 of the Zoning Ordinance)
Bicycle	0.25 parking spaces per unit up to 50 spaces maximum

Building Height:
The Development Narrative proposes a maximum height of two stories and 30 feet. This is consistent with residential standards in the MUA Zoning District and the BAOD which permits a maximum height of two stories not to exceed 30 feet. The Development Narrative does however exceed these standards by further limiting building height to one story and 20 feet within 60 feet from 40th Street and Southern Avenue, and within 140 feet from the south property line. The proposed building height is consistent with existing zoning standards in the surrounding area. The Development Narrative also requires that a minimum of one-third of the dwelling unit buildings in a multiple-family development shall not

exceed one story or 15 feet in height, consistent with a design presumption in the BAOD.



Conceptual Front Building Elevations, Source: BSB Design

Building Setbacks:
Proposed setbacks include a 40-foot setback along 40th Street, Southern Avenue and the south property line, which meet or exceed the MUA Zoning District requirements for a front and rear yard. A 20-foot building setback is provided along 39th Street, while the MUA Zoning District requires a 30-foot front yard setback next to local streets. The building setbacks for interior property lines not adjacent to a street are 15 feet minimum, while the MUA Zoning District requires a minimum interior side yard setback of 15 feet and 20 feet for a rear yard.

While most building setback standards are consistent with the MUA Zoning District, the setback along 39th Street and interior property line setbacks were reduced. However, no residential developments would be impacted as these property lines are located adjacent to an existing pharmacy and an active plant nursery across 39th Street. The Baseline Area Overlay District contains no relevant standards.

Landscaping Standards – Street Perimeter Property Lines:
The Development Narrative proposes landscaping standards for all street perimeter property lines and parking areas. Proposed landscaping standards meet or exceed the MUA Zoning District requirements along 40th Street and Southern Avenue, both arterial streets. The landscape setback along 39th Street is proposed at 20 feet in width, while the MUA Zoning District requires an average 25-foot wide, 20-foot minimum for 50 percent of the frontage landscape

setback. Development Narrative indicates that plant material in required landscape areas shall be limited to the plant lists or equivalents per the MUA Zoning District and BAMP, to enhance the rural and agricultural character of the surrounding area.

The tree mix will include 25 percent two-inch, 50 percent three-inch and 25 percent four-inch caliper trees with a minimum five, five-gallon shrubs per tree to provide a 75-percent live cover along 40th Street. The tree mix will change along 39th Street and Southern Avenue to include 50 percent two-inch, 25 percent three-inch and 25 percent four-inch caliper trees. A minimum of five percent of the landscape area will be planted in flowers, applying a design presumption in the MUA Zoning District. Overall, these standards meet or exceed the MUA Zoning District planting standards.

Landscape Standards – Interior (Not Adjacent to Street) Property Lines:
The proposal includes a minimum 10-foot landscape setback for perimeter property lines along the western interior property line not adjacent to 39th Street and adjacent to the existing Walgreens pharmacy. Along the interior south property line, the Development Narrative requires a 25-foot wide landscape setback, exceeding the minimum requirement for 10 feet in the MUA Zoning District.

The tree mix will include 60 percent two-inch and 40 percent one-inch caliper trees planted along the western interior property line not adjacent to 39th Street and along the Walgreens pharmacy. Along the south property line, two rows of trees at a minimum 50 percent two-inch caliper and 50 percent three-inch caliper are to be planted, which exceeds the MUA Zoning District requirement for a single-row of trees at 60 percent two-inch caliper and 40 percent one-inch caliper in size.

A minimum of five, five-gallon shrubs per tree are to be provided along all interior landscape setbacks to achieve a 50 percent live cover in addition to five percent of the landscape area will be planted in flowers. These standards meet or exceed the MUA Zoning District standards.

Landscape Standards – Parking Lot Areas:
The proposal includes a requirement for 10 percent of the interior surface area of parking lots to be landscaped with a mix of 60 percent two-inch caliper and 40 percent one-inch caliper trees, plus five, five-gallon shrubs and flower plantings. In addition, landscape planter standards were incorporated which meet the MUA Zoning District requirements overall.

Landscape Standards – Adjacent to Building:
The Development Narrative incorporates planting standards for building facades adjacent to public right-of-way or adjacent to public entries to buildings (excluding alleys). These standards include exterior wall treatments and landscaping are consistent with the MUA Zoning District requirements.

Lot Coverage:
The maximum proposed lot coverage is 35 percent for all structures, while the MUA Zoning District allows for 35 percent lot coverage exclusive of shade structures accessory to accessory to a nursery with fabric or plastic film not to exceed 12 feet in height. This development standard is more restrictive than the MUA Zoning Standard which allows a lot coverage of 35 percent with exemptions for shade structures.

Parking:
The Development Narrative proposes vehicular parking at a rate of 1.3 spaces per efficiency unit and 1.5 spaces per 1 or 2 bedroom unit, 2 spaces per 3 or more bedroom unit, and 1.0 space per unit of less than 600 square feet regardless of number of bedrooms. This parking standard is consistent with standards in the Phoenix Zoning Ordinance.

In addition to vehicular parking, the project includes a standard for bicycle parking at a rate of 0.25 spaces per dwelling unit up to 50 spaces maximum. General parking standards, short-term bicycle parking and long-term bicycle parking standards are outlined in the Development Narrative. Bicycle parking for non-residential uses is also provided, shall the site develop as a commercial use permitted in the MUA Zoning District.

Neither the MUA Zoning District nor BAOD currently contain a standard for bicycle parking, thus these standards provided exceed current requirements.

Fence and Wall:
The Development Narrative will adhere to the fencing standards outlined in the Zoning Ordinance, where not in conflict with the design guidelines proposed. In addition, the development will provide ranch rail fencing within the landscape areas along 40th Street and Southern Avenue to highlight the agrarian history of the area.



Ranch/split rail fence example, Source: Withey Morris, PLC

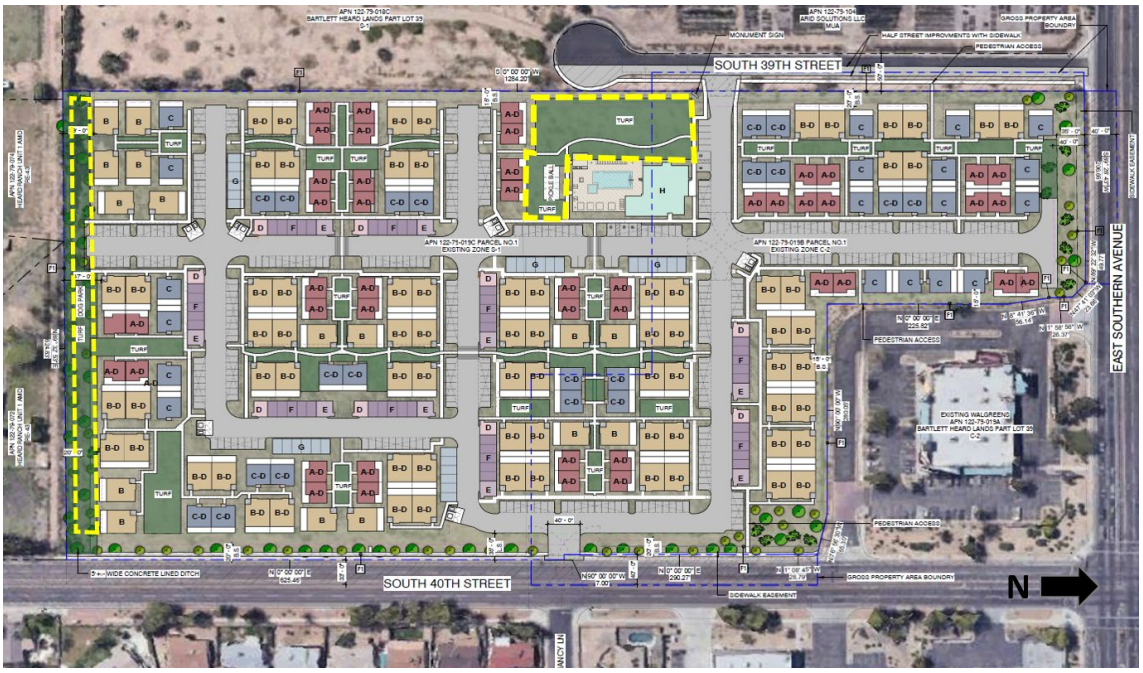
Amenities:
Both indoor and outdoor amenities are proposed as part of the Development Narrative for residents and visitors of the multifamily development to enjoy. The list of amenities includes:

- Community clubhouse
- Dog park
- Barbeque grills (2 minimum)
- Shade ramadas (4 minimum)
- Benches (8 minimum)
- A bicycle repair station
- Community garden area (minimum of 1,500 square feet in size)
- Garden tool checkout
- Pop-up produce stand

These amenities will help to promote the use of outdoor spaces within the development to help residents enjoy sunlight, improve their health by becoming active and have a communal space to interact with one another. Additionally, the community garden amenity will help to promote food production for healthy diets.

Furthermore, voluntary restrictions on the location of game court amenities, if these are provided, are also incorporated as part of the Development Narrative. Both the BAOD and MUA zoning districts do not address residential amenities. However, the proposed list of amenities exceeds the number which would be required for an equivalent multifamily development per the Zoning Ordinance.

Open Space:
Both active and passive open space standards are proposed to be developed in central locations of the multifamily development for a minimum of 20 percent of the gross site area. These standards include an open space area of no less than 15,000 square feet in size to be visible from the main entrance along 39th Street and contain a pedestrian seating node, turf area of no less than 10,000 square feet in size and a garden amenity. A second open space area of no less than 15,000 square feet in size is to be provided along the south property line and contain benches and a garden amenity.



Conceptual Site Plan with Planning and Development annotations,
Source: Synectic Design

Furthermore, these open space areas are to be no less than 25 feet in width or less than 300 square feet in area, and provide a 50 percent live vegetative cover. Both the BAOD and MUA Zoning Districts do not address open space standards for residential developments. However, the proposed standards exeed applicable standards for an equivalent multifamily development per the Zoning Ordinance.

Shade:
The Development Narrative outlines shade requirements which would require parking areas, open space, amenity, seating, and other spaces available to residents to contain a minimum of 50 percent shade. Internal pedestrian thoroughfares and adjacent public sidewalks are required to provide a minimum of 75 percent shade via trees, landscaping and/or architectural shade.

These elements will promote thermal comfort and encourage residents to utilize alternative transportation options, in addition to cooling the micro-climate to help mitigate the urban heat island effect. Both the BAOD and MUA zoning districts do not address shade standards. However, the proposed standards exceed applicable standards for an equivalent multifamily development per the Zoning Ordinance.

Pedestrian Paths (Internal):
Internal pedestrian paths are required to be ADA compliant, illuminated via pedestrian scale lighting, constructed of decorative pavement where vehicular crossings exist and provide connections via the most direct route to and between:

- All residential units
- Amenity buildings, active open space areas and parking
- Sidewalk along Southern Avenue (minimum of one connection)
- Sidewalk along 39th Street (minimum of one connection)
- Sidewalk along 40th Street (minimum of two connections)
- Walgreens pharmacy

Furthermore, a decorative pedestrian path shall be provided along the south property line and decorative open view fencing shall be provided along pedestrian entrances or exits adjacent to perimeter sidewalks and the adjacent commercial development, if the development is gated. These elements will encourage residents to walk by providing a safe, inviting and convenient system of paths to encourage the utilization of alternative transportation modes.

The MUA zoning districts do not address pathway standards. However, the proposed standards exceed applicable standards for an equivalent multifamily development per the Zoning Ordinance.

Entry Features and Entryways:
The Development Narrative contains standards that require decorative view fencing along pedestrian pathways if the development is fenced. Other enhancements for entryways include detached pedestrian paths with landscaping, decorative driveway surface material and traffic calming measures along points of ingress and egress.

The MUA Zoning District does not address entryway standards. However, the proposed standards exceed applicable standards for an equivalent multifamily development per the Zoning Ordinance. Design guidelines for entry features within the BAOD are reflected in the subsection below.

Detached Sidewalks:
Sidewalks along all public streets shall be a minimum of five feet wide, detached and developed to the following standards:

- A continuous landscape strip of five feet shall be provided along 39th Street
- A continuous landscape strip per the most recent Street Classification Map shall be provided along 40th Street and Southern Avenue
- Three-inch caliper trees planted 25 feet on center or equivalent groupings and limbed a minimum of 10 feet from finished grade

- Five, five-gallon shrubs per tree with a maximum mature height of 24 inches providing 75 percent live cover

Furthermore, the plantings provided within right-of-way landscape areas shall be per the MUA and BAMP list of approved plants or their equivalents. The MUA Zoning District do not address detached sidewalk standards and the BAOD only addresses detached sidewalks adjacent to Baseline Road and internal to single-family residential subdivision. The proposed standards exceed applicable standards for an equivalent multifamily development per the Zoning Ordinance.

Lighting:
The Development Narrative also identifies lighting standards for multifamily developments will conform to the lighting standards per the MUA Zoning District and will follow other lighting standards outlined in the Zoning Ordinance and City Code.

c. **Design Guidelines**
The design guidelines enumerated in the Development Narrative are applicable to multifamily developments with a density greater than two dwelling units per acre. These design guidelines conform to the BAOD and select design guidelines per the MUA Zoning District within the Phoenix Zoning Ordinance. Other Zoning Ordinance design guidelines such as 507 Tab A. are also applicable to this development, although not specifically enumerated.

Multifamily Residential (General):
The Development Narrative contains design guidelines applicable to multifamily development which are outlined in the BAOD as design presumptions. These include:

- Distribution of parking areas throughout the development;
- Clustering of multifamily buildings around common open space;
- A minimum of one-third of the dwelling units shall not exceed one story or 15 feet in height.

Other design guidelines include requiring 50 percent of residential units to provide covered porches along the primary building entry. This design guideline is found in the BAOD and applicable to single-family development to increase the number of eyes focused on the street and improve safety. The same concept is being adopted in this Development Narrative with the intent to improve the safety of the multifamily community. Similarly, residential units facing away from 39th Street shall provide covered back patios oriented towards 39th Street. Stipulation No. 1.j and 1.l clarifies the intent of this design guideline and the design guideline referencing pedestrian gates.

Building Material:
A variety of building materials are required to be incorporated into residential buildings, including:

- Stucco (not to exceed 70 percent of exterior walls)
- Stone and stone veneer
- Decorative wood braces, wood brackets and columns
- Wood siding
- Flat concrete tile roofing
- Board and batten

These materials are consistent with materials referenced in the MUA Zoning District as applicable to commercial buildings. However, since these materials are endemic of the rural and agrarian character of the area, these have been incorporated into the design guidelines for multifamily development to support this vision for the area.

Roofs:
The Development Narrative adopts the design guidelines referenced in the MUA Zoning District, thus must adhere to these design elements. These roof design elements include prohibition of barrel tile roofs, required pitched roof elements, and overhanging wooden eaves, exposed rafters and shutters.

Fences and Walls:
The Design Guidelines contain fencing and wall standards consistent with the BAOD, including:

- Open fencing (wrought iron, split rail or farm fencing) shall be used for perimeter walls;
- Vines or shrubs shall be provided and maintained on the exterior of all solid perimeter fencing.

Other fencing and wall standards consistent with the MUA Zoning District which have been incorporated include:

- Solid fences and walls shall be prohibited on the perimeter of a lot or development;
- Fence and wall material along the front yard shall be limited to wrought iron, split rail, corral fencing, or a combination of three feet of solid masonry topped by open fencing;

Other design guidelines voluntarily incorporated include:

- Rural style fencing and/or view fencing are to be encouraged internally within the development.
- Decorative pedestrian gates along the back patios of units adjacent to 39th Street, allowing for a direct connection to the street.

The fencing and wall guidelines contained in the Development Narrative are consistent with the design guidelines found in the BOAD and MUA zoning districts.

Building Orientation and Massing:
The proposal includes a requirement for integration of the building orientation and massing presumptions in the MUA Zoning District for new buildings. This standard will ensure the incorporation of varied architectural treatments and street-oriented design in new buildings to ensure consistency with the rural character of the area. An additional design element requires that residential units not directly facing 39th Street, shall contain a back patio that is oriented towards 39th Street to reinforce community orientation along the main entrance to the development. Stipulation No. 1.l seeks to clarify this design guideline pertaining to the orientation of back patios along 39th Street.

Parking:
The Development Narrative states that parking guidelines for multifamily development in BAOD will be adhered to. In terms of the MUA Zoning District, the following guidelines are proposed to be followed:

- No parking or maneuvering areas shall be permitted in the perimeter setbacks;
- No single surface parking area shall exceed 50 spaces unless divided into two or more sub-areas;

The Development Narrative modified an MUA design guideline which requires parking areas to be placed behind a building or along the non-street side of a building, to apply only along 39th Street and Southern Avenue. In order to help screen the parking area along the 40th Street perimeter, a design guideline referenced in the BAMP, was incorporated to require a landscape berm a minimum of 4 feet in height

Although agricultural developments have traditionally used a form of decomposed granite rather than asphalt to dustproof parking areas, this type of paving material is not proposed in the Development Narrative to apply to multifamily developments. Alternative dust proofing is however an option, subject to the review and approval of the Zoning Administrator.

Entry Features:
The proposal incorporates design elements applicable to residential development entry features as part of the BAOD design guidelines. Both design elements pertain to landscaping requirements within entryways.

Windows:
The Development Narrative incorporates design elements pertaining to windows which are referenced in the MUA Zoning District. These design elements pertain to ground floor elevations incorporating windows and doors where facing right-of-way, window visible transmittance rating, and the use of decorative window shutters on a minimum of 50 percent of building elevation facades.

Lighting:
The proposal adopts the lighting design presumption per the MUA Zoning District which limits requires low level and uniform lighting dispersed through the site with a lumen rating of 3,000 or less. A voluntary design guideline that was adopted requires the use of decorative light fixtures along building facades and where visible from common areas and the perimeter of the site.

Other Design Elements:
The Development Narrative incorporates a voluntary design element which requires HVAC (heating, ventilation and air conditioning) units to be ground-mounted. This is a design element that is not described in the BAOD or MUA zoning districts.

d. **Signage Standards**
The Development Narrative proposes conformance with the sign standards in Sections 649 (MUA), 651 (BAOD), and 705 (Signs) of the Phoenix Zoning Ordinance for multifamily developments with a density greater than two dwelling units per acre. Compliance with the MUA and BAOD signage standards will support consistency with the unique rural and agrarian heritage of the surrounding area.

e. **Sustainability**
The Development Narrative proposes several city-enforced sustainability features. These include encouraging the use of drought-tolerant plant materials, shading standards, drip irrigation systems to conserve water and recycling collection.

Several developer/owner enforced standards were incorporated which include encouraging the use of grey water systems to irrigate plants, use of solar panels, alternative paving materials, utilize full-cut off light fixtures, promote the harvesting of edible plants, provide a tool library checkout and maintain outdoor furnishings.

PLANS AND INITIATIVES

8. **Tree and Shade Master Plan**

The Tree and Shade Master Plan has a goal of treating the urban forest as infrastructure to ensure that trees are an integral part of the city's planning and development process. The proposal includes enhanced landscape areas along 40th Street and Southern Avenue, in addition to robust shading requirements for internal paths and public sidewalks. Similarly, new landscape areas will be provided in the parking area and perimeter property lines. Trees in these areas will help to reduce the urban heat island effect and will provide thermal comfort for residents and guests.

9. **Comprehensive Bicycle Master Plan and the Complete Streets Guiding Principles**

In 2014, the 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. Similarly, the Comprehensive Bicycle Master Plan promotes bicycle infrastructure throughout the city.

The Development Narrative incorporates a system of pedestrian paths throughout the development to encourage walking, while the inclusion of short-term and long-term bicycle parking standards, in addition to a bike repair station, will encourage bicycling for residents and guests helps to further both these policies.

10. **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 PUD encourages the use of recycling collection, while the application materials identify the utilization of a separate container for recycling.

11. **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 a 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 land in a more sustainable fashion.

If the requested PUD BAOD zoning is approved for the subject site, it would allow up to 193 multifamily dwelling units to be developed on this site.

STIPULATED REVISIONS FOR THE PUD HEARING DRAFT

12. Stipulations not otherwise addressed in the staff report were formulated to address formatting and technical corrections to text within the Sanctuary at South Mountain PUD hearing draft dated January 22, 2021. Changes to the text include rewording to provide clarification regarding the development proposal. Stipulation No. 1 must be completed within 30 days of City Council final approval of the request.

COMMUNITY INPUT SUMMARY

13. At the time this staff report was written, staff received 36 letters of opposition or concern to the proposal, in addition to ten letters in support and petitions containing signatures in support for case Z-35-20-8 and concurrent case GPA-SM-1-20-8. The letters of concern referenced the proposed land uses, residential density, increased traffic, proposed character, safety concerns for bicyclists, among other elements as reasons for the opposition to the request. Other letters from the community, applicant and property owner corresponding to this case have been included for reference.

    The proposed standards in the PUD will enhance perimeter screening, provide deep setbacks along most street perimeters, limit the placement of two story buildings towards the center of the site, and incorporate design guidelines to promote the rural or agrarian character of the area to help address some of the these concerns. In terms of land uses, a portion of the existing site has commercial zoning which allows for multifamily development contingent on undergoing a Planning Hearing Officer process to modify existing stipulations of entitlement. Furthermore, multifamily development exists in the area northeast of the site, and existing zoning is present in the area along Southern Avenue which could allow for multifamily uses.

    Phoenix Union High School District has indicated that the school district has adequate school facilities to accommodate the projected number of additional students generated by the proposed rezoning within the school district’s attendance area.

INTERDEPARTMENTAL COMMENTS

14. The Phoenix Fire Department has noted that they do not anticipate any problems with this case and that the site and/or buildings shall comply with the Phoenix Fire Code. Additionally, the water supply for the referenced case is unknown at the time but is required to meet the Phoenix Fire Code.

15. The City of Phoenix Floodplain Management division of the Public Works Department has determined that this parcel is not in a Special Flood Hazard Area (SFHA), but is located in a Shaded Zone X, on panel 2240 M of the Flood Insurance Rate Maps (FIRM) dated February 10, 2017.

16. The Water Services Department indicated that the subject site is surrounded with existing water and sewer mains that can potentially serve the development. Additionally, capacity is a dynamic condition that can change over time due to a variety of factors. It is the city's intent to provide water and sewer service, however the requirements and assurances for water and sewer service are determined during the site plan application review.

17. The Street Transportation Department has requested a complete streets section to be incorporated into the Development Narrative which explains how the PUD standards improve convenience and comfort, connectivity, sustainability and green infrastructure, among other elements. The current Development Narrative has incorporated a Complete Street section addressing these comments.

    Furthermore, the Street Transportation Department has requested that a traffic impact study/statement be submitted for review prior to preliminary plan approval. Additionally, that a 1-foot vehicular non-access easement (VNAE) be dedicated along Southern Avenue in addition to constructing all adjacent street improvements to meet ADA standards. These requests can be found in Stipulation Nos. 2, 3 and 4.

18. The Public Transit Department requested that that developer provide clearly defined, accessible pathways constructed of decorative pavers, stamped or colored concrete, or other pavement treatments that visually contrast with the adjacent parking and drive aisles surfaces. Also, that a connection between all building entrances and exits, community amenities, and all public sidewalks utilizing the minimum possible distance and providing the most direct route be provided. Furthermore, that pedestrian access be provided at the southeast and northwest corners of the site fronting 40th Street, and on the north portion of the site to Southern Avenue. Lastly, trees shall be placed to provide 75 percent shade coverage on all pedestrian paths and sidewalks at full maturity. The Development Narrative contains standards that address pedestrian connectivity and shade for multifamily developments.

19. The Pedestrian Safety Coordinator with the Street Transportation Department requests the following:

    - Site entrances be pedestrian scale,
    - ADA compliant pedestrian access to and from the site,
    - Attractive plus inviting pedestrian access to the site separated from vehicular traffic,
    - Maintaining pedestrian access to the existing Walgreens pharmacy,

- Shaded detached sidewalks,
- Appropriate street lighting,
- Installing traffic calming devices along driveways,
- Providing outdoor furnishings in open space areas, and
- View fencing

The Development Narrative addresses site access, pedestrian connections, entre features, shaded, detached sidewalks, traffic calming, outdoor furnishings and view fencing standards.

OTHER

20. The subject site is within close proximity to land which is zoned MUA, which allows for agricultural uses, thus potentially leading to dust, odors or other impacts to future residential developments of the site. Stipulation No. 5 would require the disclosure to purchasers of property and tenants within the development, the existence and operational characteristics of agricultural uses in the area.

21. The Aviation Department requires that the property owner record a Notice to Prospective Purchasers of Proximity to Airport in order to disclose the existence, and operational characteristics of City of Phoenix Sky Harbor International Airport (PHX) to future owners or tenants of the property. Furthermore, that an avigation easement is dedicated to the City of Phoenix as this property is within the PHX International Airport traffic pattern airspace and seeking noise sensitive land use. These are addressed in Stipulation Nos. 6 and 7.

22. The subject site is not located in an area identified as being archaeologically sensitive. In the event archaeological materials are encountered during construction, all ground disturbing activities must cease within a 33-foot radius 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. 8.

23. The Office of Environmental Programs provided comments on concurrent General Plan Amendment case, GPA-SM-1-20-8, with concern regarding the reduction in Mixed Use Agricultural land use designations.

    The Development Narrative addresses this by incorporating the inclusion of Mixed Use Agricultural uses, a community garden amenity, pop-up produce stand, and a tool library will be available for residents to promote urban gardening and food production within the community. In addition, plant species found in the BAMP and MUA Zoning District plant lists which have edible applications may be utilized in the required landscape areas per the Development Narrative to further promote food security in the area.

24. The developer shall provide a hydraulic/hydrologic analysis of offsite storm water flows, when present, at the time of preliminary site plan submittal for verification of required infrastructure in regard to lot space and density.

25. Development and use of the site is subject to all applicable codes and ordinances. Other formal actions such as, but not limited to, zoning adjustments and abandonments, may be required.

Findings

1. The proposal is consistent with the proposed General Plan Land Use Map designation as well as the surrounding land uses and land use map designations.

2. The proposal includes enhanced development standards and design guidelines that often exceed MUA, BAOD and traditional residential standards that will promote the rural and agricultural nature of the surrounding area.

3. The proposal will allow for additional residential development that is appropriately located at the intersection of two arterial streets that offer alternative transportation options connecting to the Interstate 10 freeway and future light rail corridor further to the west. The proposal provides a transition from existing commercial uses to single-family residential to the south.

Stipulations

1. An updated Development Narrative for the Sanctuary at South Mountain 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 January 22, 2021, as modified by the following stipulations:

    a. Front Cover: Revise the submittal date information to add the City Council adoption date.

    b. Page 9, 1. Development Standards Table, Minimum Building Setbacks, add letter “s” at the end of “Interior Property Line…” in reference to interior property lines adjacent to the existing Walgreens.

    c. Page 10, under Open Space, add “…of gross site acreage.” at the end of the first sentence.

d. Page 12, Plant Lists, change the bold subheading “Plant Lists” from the right-hand side of the table to the center-top above the reference to plant materials. Also add the word “Zoning” after “Mixed Use Agricultural…”.

e. Page 14, 5. Amenities, shift “b. Outdoor Amenities:” to the following page.

f. Page 15, 6. Open Space, align the formatting of the text in the second paragraph.

g. Page 16, 7. Shade, edit the last sentence to the following: “c. Shade requirements shall be calculated on a Summer Solstice at 12:00 noon.”

h. Page 17, second paragraph, revise the second sentence to state “c. Connections shall be provided from and between the following elements via the most direct route using pathways a minimum of 4 feet in width:” and revise the alignment at the bottom of the page starting with “d. Traffic calming…”.

i. Page 19, E. Design Guidelines, change subheading from “1. Multifamily Residential” to “1. General Standards”.

j. Page 19, E. Design Guidelines, under 1. Multifamily Residential, change to: “e. All of the residential units adjacent to 39th Street shall contain covered back patios at a minimum of 200 square feet in area at a depth of at least six feet, if the front of residential units is not oriented towards 39th Street.”

k. Page 19, E. Design Guidelines, under 1. Multifamily Residential, remove sentence starting with “f. A minimum of two pedestrian gates…”

l. Page 21, 5. Building Orientation and Massing, revise the second sentence to “b. Residential units adjacent to 39th Street which are not fronting onto 39th Street, shall incorporate back patios oriented towards 39th Street to reinforce community orientation and place eyes on this street.”

m. Page 22, 10. Other Design Elements, please align the subheading.

n. Page 25, H. Complete Streets, change the word “ROW” to “right-of-way”.

o. Page 26, I. Infrastructure, 1. Circulation, lower case the word “Pedestrian”.

p. Page 27, J. Comparative Zoning Table, update the Proposed PUD standards to match with the rest of the PUD document.

2. The applicant shall submit a Traffic Impact Study/Statement to the City for this development. No preliminary approval of plans shall be granted until the study is reviewed and approved by the City. Contact the Street Transportation

Department, to set up a meeting to discuss the requirements of the statement/study. Upon completion of the TIS the developer shall submit the completed TIS to the Planning and Development Department counter with instruction to forward the study to the Street Transportation Department, Design Section.

3. The developer shall dedicate a one-foot Vehicular Non-Access Easement (VNAE) along Southern Avenue, as approved by the Planning and Development Department.

4. 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.

5. Prior to final site plan approval, the property owner shall record documents that disclose to purchasers of property and tenants within the development the existence and operational characteristics of agricultural uses. The form and content of such documents shall be reviewed and approved by the City Attorney.

6. The property owner shall record a Notice to Prospective Purchasers of Proximity to Airport in order to disclose the existence, and operational characteristics of City of Phoenix Sky Harbor International Airport (PHX) 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.

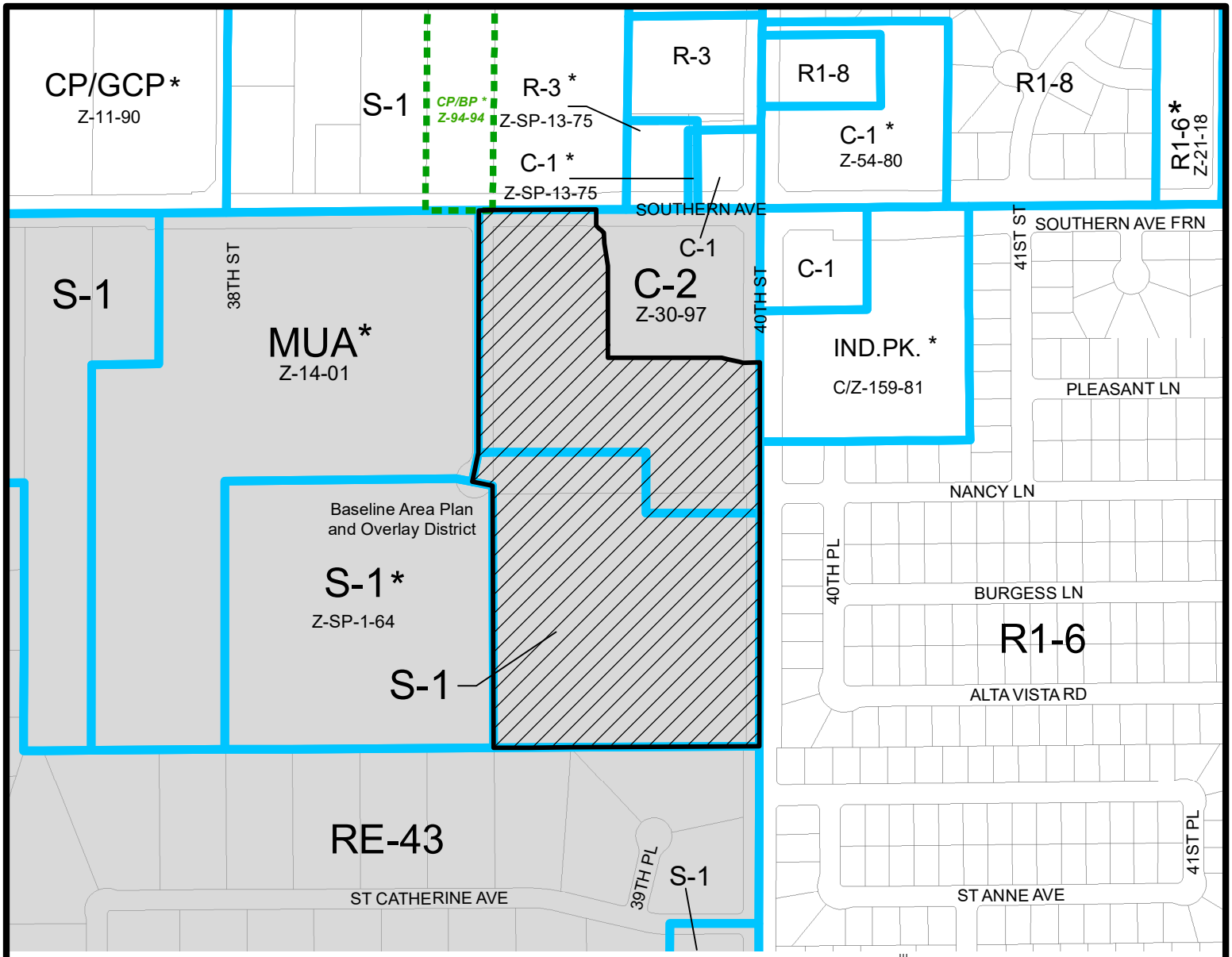
7. The developer shall grant and record an aviation easement to the City of Phoenix for the site, per the content and form prescribed by the City Attorney prior to final site plan approval.

8. 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
Enrique Bojórquez-Gaxiola

Team Leader
Samantha Keating

Exhibits
Sketch Map
Aerial Map
Community Correspondence (307 pages)
Sanctuary at South Mountain PUD Development Narrative date stamped January 22, 2021



Miles

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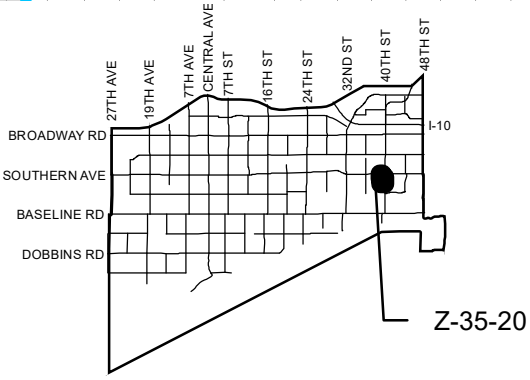
SOUTH MOUNTAIN VILLAGE

CITY COUNCIL DISTRICT: 8



City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

APPLICANT'S NAME:	Withey Morris, PLC / Jason Morris
APPLICATION NO.	Z-35-20
DATE:	7/14/2020
REVISION DATES:	
GROSS AREA INCLUDING 1/2 STREET AND ALLEY DEDICATION IS APPROX.	17.27 Acres
AERIAL PHOTO & QUARTER SEC. NO.	QS 2-36
ZONING MAP	D-10

REQUESTED CHANGE:

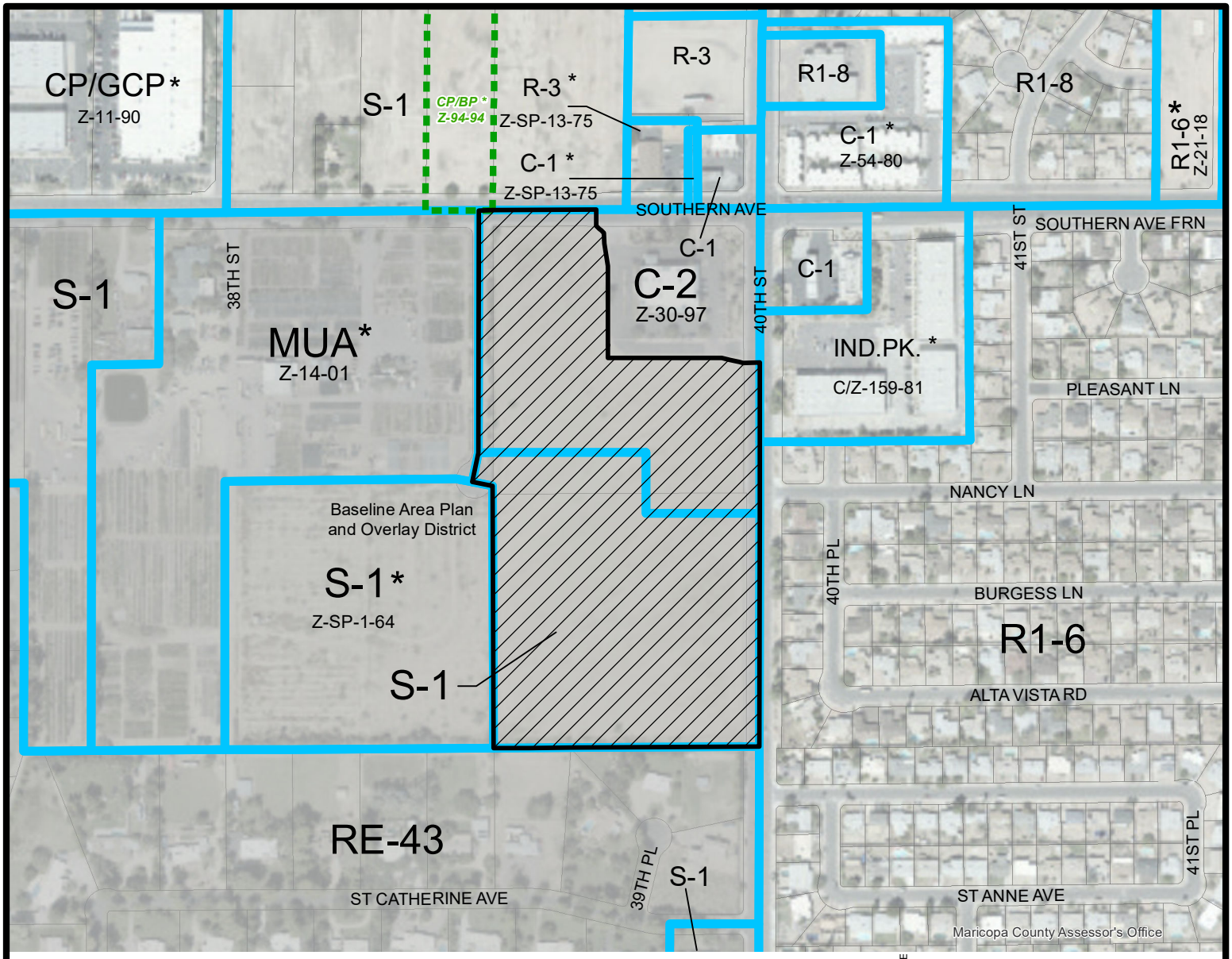
FROM: C-2 BAOD (7.25 a.c.)
S-1 BAOD (10.02 a.c.)

TO: PUD BAOD (17.27 a.c.)

MULTIPLES PERMITTED	CONVENTIONAL OPTION	* UNITS P.R.D. OPTION
C-2 BAOD, S-1 BAOD	105, 10	126, N/A
PUD BAOD	193	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-35-20.mxd



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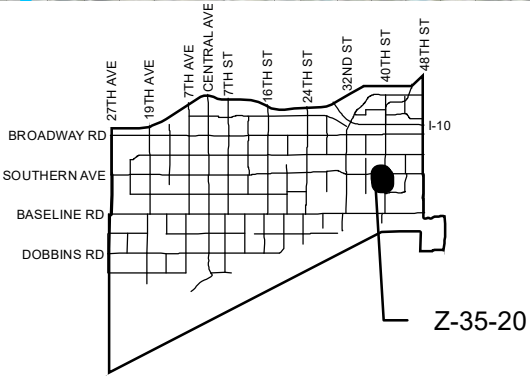
SOUTH MOUNTAIN VILLAGE

CITY COUNCIL DISTRICT: 8



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* **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-35-20.mxd

From:	Somos BuildBam
To:	PDD South Mountain VPC
Cc:	Somos BuildBam
Subject:	Fwd: Community Response for South Mountain Village Planning (Z-35-20-8 & GPA-SM-1-20-8.)
Date:	Wednesday, January 27, 2021 11:04:31 AM
Attachments:	40th St & Southern Ave_2021.01.18.pdf

Hi South Mountain Village Planning Committee,

Enrique asked that I share the attached with you directly.

It is a presentation on the proposal at 40th St and Southern Ave from the resident collective somosbuildbam.org [somosbuildbam.org] that we shared with him on Jan 18, 2021 - in anticipation of the the planning department providing feedback to the Applicant.

This presentation showcases the deficiencies of the proposal relative to the General Plan and contends that the negative impact this precedent would set for the entire Baseline Area cannot be mitigated without significantly onerous stipulations.

Therefore, we continue to ask that this proposal be rejected in its entirety.

Additionally, the Applicant continues to refuse to work with the neighbors.

- Dec 4, 2020, Councilmember Garcia committed to set up a meeting between the Neighbors, the Applicant, and the Councilmember
- Jan 15, 2021, Councilmember Garcia's office scheduled said meeting for Jan 26, 2021. All parties confirmed attendance.
- Jan 19, 2021, the Applicant canceled their participation in the meeting.
- Jan 22, 2021, the Applicant submitted their Hearing Draft
- Jan 26, 2021, the Neighbors met with Councilmember Garcia despite the Applicant being absent.

During the most recent meeting with the Councilmember, the following statement was met with general consensus: *"The Pandemic is being exploited by big money to develop inappropriate projects in now faceless, bodiless, and voiceless neighborhoods."*

We respectfully ask you to consider the above and attached as you review this proposal in anticipation of the hearing on Feb 9, 2021.

Respectfully submitted,
Trent Marchuk
somosbuildbam.org [somosbuildbam.org]

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Mon, Jan 18, 2021 at 10:30 PM
Subject: Community Response for South Mountain Village Planning (Z-35-20-8 & GPA-SM-1-20-8.)
To: Enrique Bojorquez <enrique.bojorquez-gaxiola@phoenix.gov>
Cc: Somos BuildBam <somosbuildbam@gmail.com>

January 18, 2021
RE: Z-35-20-8 & GPA-SM-1-20-8

Hi Enrique,

Hope this note finds you well.

Please add the following to the case file to the above referenced.

Attached is a presentation on the proposal at 40th St and Southern Ave from the resident collective somosbuildbam.org [somosbuildbam.org].

At your request, we are forwarding our response to the proposal. In the spirit of sound planning, we hope you find it helpful.

If you have any questions, please call,
Trent Marchuk
602.499.9594
somosbuildbam.org [somosbuildbam.org]

40th St & Southern Ave

A Neighborhood Collective's Perspective

Rezoning Application: Z-35-20-8 & GPA-SM-1-20-8

Request: BAOD (Farm or Ranch Residence, Baseline Area Overlay District) and C-2 BAOD (Intermediate Commercial, Baseline Area Overlay District) to PUD BAOD (Planned Unit Development, Baseline Area Overlay District)

Location: ~340 feet west of the southwest corner of 40th Street and Southern Avenue in Phoenix.

Assessor Parcel Nos: 122-79-019B and 122-79-019C, approximately 17.27 gross acres

Introduction

The neighbors and residents ask the City of Phoenix Long Range Planning Department to reject Z-35-20-8 and GPA-SM-1-20-8 in its entirety because the overwhelming density of this proposed apartment complex sets a dangerous precedent and guts both the established Baseline Area Overlay District (BAOD) and the Mixed Use Agricultural (MUA) District that guide development for these critical 17 acres.

To illustrate “overwhelming density” please consider the land is slated for 2 du/acre. The applicant wants to zone it for 11 du/acre. To meet both density standards of the MUA, and the applicant’s number of requested dwelling units, the parcel would have to be increased by about 78 acres. In other words, the applicant is asking the City to grant a staggering 460% dwelling unit increase. The other 5 residential developments in the MUA average <15% increase.

Recognizing that this proposal ignores the voter-approved “Phoenix General Plan”, we have earnestly set about defending the General Plan as follows:

The applicant asserts that this land is “undevelopable” due to the requirements set forth in the MUA. However, 25% of the land within the MUA is compliant and already built or being built. For example, “The Gardener’s Enclave” and “The Arbors” and others prove MUA is not only viable, but also successful. Arid Solutions, the property owner adjacent to this proposal, has already rezoned his developable lands under MUA, as have about 10 other large properties in the MUA. Furthermore, a quick study of the housing sales within the MUA reveals a robust market both in pricing and fast turnaround time.

We hope the applicant will consider marketing these 17 acres with a Residential or Garden Office Real Estate Specialist. It has been, for the last 15 years, primarily listed by Mark Krison of CBRE. Mr Krison specializes in Industrial and Distribution Center properties. Inexplicably, the flyer for this property promotes it as (R-43) one house per acre vacant land in a South Phoenix Enterprise Zone. Both descriptions are not true.

This project proposes to change the General Plan in order to satisfy the highest sale price for the land. We urge the exploration of potential development to users that better match the Phoenix General Plan; MUA has proven to be viable, desirable, and profitable.

The Marketing of the Land: Actual Flyer

Since inheriting the property, the owner has had the property listed through the same *industrial* real estate specialists at CBRE.

When asked if the owner would be willing to explore other Land Use specialists, she replied that Mark Krison had been her realtor for 15 years.

According to Mr. Krison's profile, he "has devoted most of his time (since 1991) to working in three specific areas of the industrial real estate profession." Mr Krison is likely a very talented specialist in industrial real estate. However, the real estate industry is specialized. The land has been zoned for residential and commercial use for over 20 years.

This information calls into question the claim the that land use must evolve in order to develop.

We contend that the marketing strategy must evolve for the land to develop.

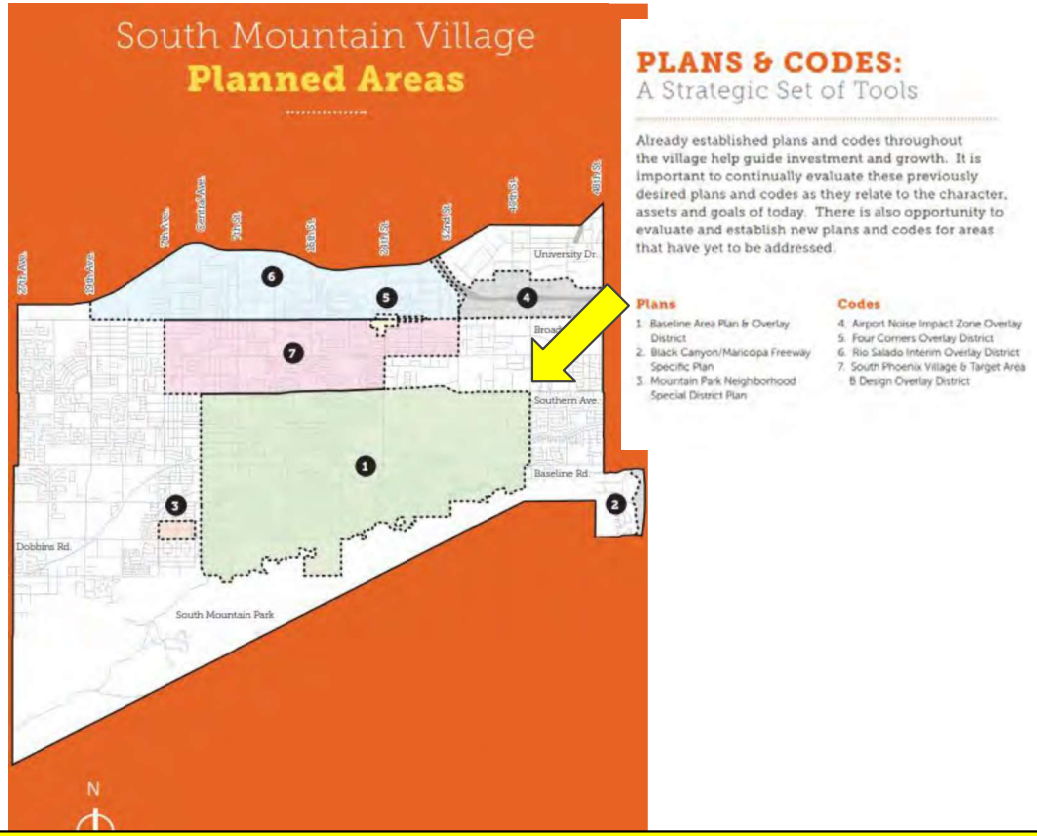
Examples of Inaccurate Statements in the Published Flyer		
Statement on Flyer	Reality	Commentary
C-2 and R-43 Zoning, City of Phoenix	C-2 and S-1 Zoning, City of Phoenix	1 du/acre residential use in a City of Phoenix Enterprise Zone has no redeeming qualities.
Located within City of Phoenix Enterprise Zone	Not located within a City of Phoenix Enterprise Zone	
Water: City of Phoenix	Water: City of Phoenix, SRP Irrigation	SRP irrigation is an omitted asset when marketing this property.



Failure to properly market the land is insufficient grounds to destroy
the Baseline Area Overlay District (BAOD) and the Mixed Use Agricultural (MUA) District)

Gateway to Baseline Area & MUA

- This proposal will set a dangerous precedence to gut the planning of the entire Baseline Area Overlay District (BAOD) and Mixed Use Agricultural (MUA) District.
- This proposal is at the northeast Gateway to the BAOD & MUA.
  - The Gateway especially sets the precedent for all undeveloped land in the MUA going west.
  - The transition from Industrial to Commerce Park to Multifamily occurs artfully outside the MUA.
  - The developed transition within the MUA goes from the Arbors, a residential PUD, to the west at 3.15 du/acre to Arid Solutions, a landscaping company adjacent to this proposal, at 2.0 du/acre
- The approved residential developments in the MUA average <15% over the 2.0 du/acre standard.
  - This proposal has refused to budge off of a 460% increase in du/acre.
  - Other than exceptions granted to the Arbors (made due to proximity to South Mountain Community College and dense retail), no residential PUD in the MUA has exceeded 2.18 du/acre.
  - As Mr Morris was the legal representative for the Arbors PUD, it is ironic this proposal is pursuing 11.2 du/acre in the same MUA District. How is the difference justified?



This project is the northeast Gateway to the BAOD and the MUA.
This project is 460% over the recommended density guidelines for MUA.

Viability of the MUA

- The MUA District is about 30 million square feet
- Although MUA is only 10-15% of the BAOD, MUA is critical to maintaining the character of our Village.
- About 8.5 million sq ft of the MUA District complies w MUA Use
  - Over a quarter of the MUA District is zoned for MUA use
- Everything in the transparent Grey box in the picture to the right is roughly representative of the MUA District.
- All properties outlined in Red are either zoned MUA use or PUD w/ MUA use.
- 100% of PUDs in the MUA District are zoned MUA since 2008
- MUA use is spread throughout the MUA District and is not concentrated in one area



MUA Use within the MUA District			
	MUA	PUD/MUA	S1 or S2
North of Baseline	~2.1	~1.9	~16.3
South of Baseline	~2.2	~2.2	<0.1
Total	~24.9 million sq ft or over 80% of the MUA District		
Units are in millions of sq feet			

The MUA remains extremely viable to build on both sides of Baseline; over 25% of the District has adopted MUA. This precedent would imperil over half of the MUA District, roughly 16 million square feet.

Approved PUDs and Rezoning to MUA

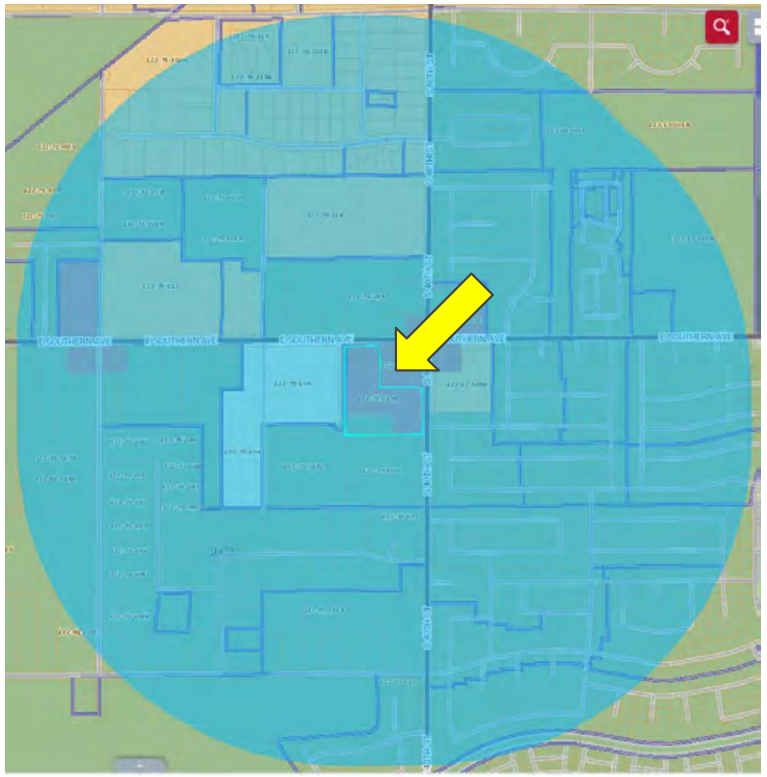
Name	Side of Baseline	Case Number	Acres	Density (du/acre)	% Increase over MUA Standard	Notes
The Sanctuary	North	Z-35-20n	17.27	11.20	460%	This row represents this proposal
Existing North Parcel	North	Z-30-97-8	~10	0.00	-100%	Existing density allowance on 122-79-019B according to existing stipulations.
Existing South Parcel	South	N/A	~10	1.00	-50%	Existing density allowance on 122-79-019C according to zoning regulations
Gardener's Enclave	South	Z-50-16n	30.42	2.01	0.5%	Considered a "model" MUA development
Navarro Groves	South	Z-15-16n	24.67	2.18	9%	Preserving mountain views through the restriction of building heights to one story,
The Arbors	North	Z-81-15n	47.28	3.15	57.5%	Within walking distance of South Mountain Community College and a main shopping center.
Sonoran Heights Nursery	North	Z-82-15-8	4.66	2.00	0%	All residential land uses shall comply with Section 649 of the Zoning Ordinance
Gothic Landscape	North	Z-107-08	2.75	<1.00	-50% (?)	One single 5,000 sq foot building
MPC Holdings / ELS*	North	Z-8-19n	14.81	2.00	0%	*Active Application
Villas at Toscana 2	South					
Villages at South Mountain	South					
Bartlett Heard Lands ot 39	North					
Arid Solutions	North					

Awaiting Public Records Request 1/14/21
These Subdivisions are zoned MUA with assumed density of 2.0 du/acre, per Section 649.

Some density compromises occur in MUA when Open Space and Character Enhancements compensate. However, there is no precedent for anything remotely close to a 460% increase.

Intersection: 40th & Southern

- 40th St & Southern may seem like a hodgepodge of different uses.
- However, it is developing according to the General Plan!
  - About 30 million sq ft within half mile of APN 122-79-019B
  - About 21 million sq ft are compliant to the General Plan (>70%)
  - About 9 million sq ft appear non-compliant to the General Plan at first glance (<30%)
    - ~98% actually is zoned Remnant Farm, a Cemetery, or Strip Commercial along Southern which has no impact to the associated density standards.
    - ~2% appears to be genuinely non-compliant to the General Plan. 130k sq ft on the northeast corner was envisioned “Traditional Lot”, but is currently zoned C-1 with SouthPoint Apartments built.
- At 460% the density allowance of the MUA, this proposal is extremely non-compliant to the General Plan in an unprecedented manner.



The South Mountain Village and City Council have done a phenomenal job ensuring compliance to the General Plan within a half mile of this proposal. Keep it up; we’re counting on you!

Adjacent Properties

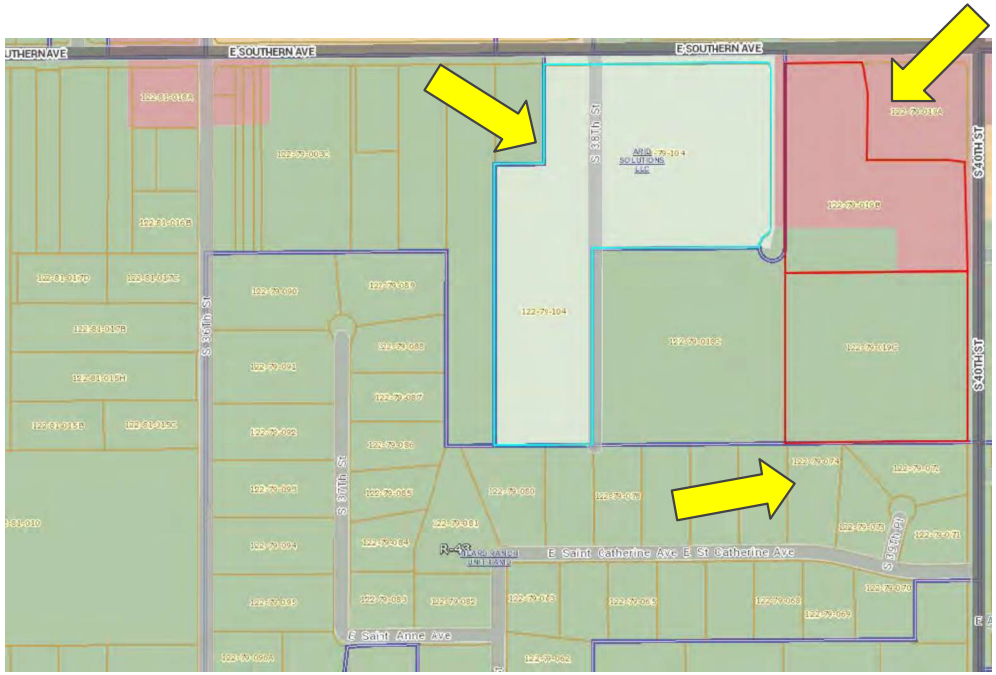
Due to the nature of this corner being the northeast Gateway to the Baseline Area Overlay District (BAOD) and the Mixed Use Agricultural (MUA) District, an analysis of just the Southwest Corner is fitting to determine appropriate level of density deviation for this location when Open Space and Character Enhancements compensate.

Arid Solutions is of particular relevance. It lies to the immediate west of this proposal, as shown in the pictorial to the right.

Arid Solutions is zoned MUA.

Additionally, the other parcel to the west is Remnant Farm under the MUA District and the parcels immediately south of the proposal are zoned RE-43.

If the 50%+ of parcels currently in the MUA District zoned Remnant Farm (S1 or S2) eventually conform to the General Plan, as is the current trend, then this proposal will likely stick out like a sore thumb as a case study for Spot Zoning.



Arid Solutions is west of, and adjacent to, the proposed project. It is already zoned MUA.
The Bartlett Heard neighborhood is south of, and adjacent to, the proposed project. It is zoned RE-43.

The Three Submitted Site Plans



Original Site Plan
June 19, 2020
12 du/acre



2nd Site Plan
October 16, 2020
11.2 du/acre



3rd Site Plan
December 30, 2020**
11.2 du/acre

**Note: Even the Applicant has considered these site plans interchangeable. The notice dated October 30, 2020 for Neighborhood Meeting #2 had the original site plan attached - even though a revised site plan was submitted on October 16, 2020.*

***Note: 3rd Site Plan is not drawn to Development Standards included in the PUD. (ie 3rd Site Plan density is higher, the setbacks are lower, the lot coverage is lower, etc than the development standards.)*

The Applicant has not listened to the neighbors nor the SMVPC unresolved concerns.
The number one concern is Density; there is no precedent even close, especially at a Gateway.

In Closing

- Please, reject Z-35-20-8 and GPA-SM-1-20-8 in its entirety because the overwhelming density of this proposed apartment complex sets a dangerous precedent and guts both the established Baseline Area Overlay District (BAOD) and the Mixed Use Agricultural (MUA) District that guide development for these critical 17 acres.
- The density of this project is so out of line with the MUA it cannot be mitigated with stipulations.
- The city has successfully spent decades encouraging the development within the MUA that has been achieved through reliance on the City Planning documents.
- The amount of undeveloped land that remains in the MUA (over half) is able to follow suit and the market has shown MUA to be viable, desirable, and profitable.
- We believe this project would, by precedent, destroy the careful planning our community has worked so hard to achieve.
- We support development and flexibility and hope the applicant will confer with a Real Estate Specialist who can bring a more compatible mixed use, garden office, medical office, single family, independent/assisted living, and/or educational institution to this site.

Relevant marketing would be successful in finding appropriate land uses that the community would support in a spirit of collaboration and flexibility.

Thank You

Hello, my name is Fabiola Marquez.

Thank you for the opportunity to speak on the proposed development at the southwest corner of 40th St and Southern Ave. My husband and I own a small business that is located just north of the I-10 off of 40th St. We have owned the business for 20 years. On May of 2019 we bought a home that had been sitting vacant for years on the corner of 40th St and St Catherine. Our home sits just south of this proposed development - within 600 feet. We have six children and two grandchildren. We are pro-development, as evidenced by all of the improvements we have done to the house and the land in the time we have lived here.

My husband and I made significant, at least to us, investments in South Phoenix. We did so trusting in the city's stated vision within the Phoenix General Plan, the Baseline Area Master Plan, the Baseline Area Overlay District, and the Mixed Use Agriculture District. We love South Phoenix. We want to grow and prosper with this part of the city because of its unique heritage.

Our family and community have many concerns regarding the proposed development. The intersection at 40th St and Southern is already very dangerous. We can recount many stories of traffic accidents and crime. However, to really understand the dangers this project presents - and the required proactive mitigations - we need time to understand exactly what adding 450 more people to just 15.74 acres will do to our community and its infrastructure.

In conclusion, we are pro-development. Let's ensure we are doing so in a manner consistent with the city's wonderful vision. Our family and neighbors have many concerns regarding the general safety and health of the neighborhood and the impact to our significant investments - at least to our humble and hardworking family - in South Phoenix. We request more time to work together on this proposal to resolve the unresolved neighborhood concerns. Therefore, I strongly request a second meeting to address these concerns.

From: Sandy Bawden
To: hannah@witheymorris.com; Enrique A Bojorquez-Gaxiola
Subject: Case Nos. Z-35-20-8 and GPA-SM-1-20-8 40th St & Southern
Date: Thursday, July 16, 2020 5:24:46 PM

Hello,

My name is Sandy Bawden. My husband and I and our children are all Phoenix natives. We moved to the Bartlett-Heard Estates in 1987. Our sons were eight and fourteen at the time.

We moved to the area specifically because we wanted open space where our sons could safely play and explore. We also had other family in the area. We knew it was changing and developing and we wanted to be a part of that. When we moved here, there was a large cotton field across the street and to the west with citrus groves and the beautiful Baseline Flower Gardens to the south.

We wanted to be a part of the change and development and to that end we have tried to stay involved with changes over the years. As a result of our community working together with our City council representatives and the developers we now have the Raven Golf Course.

The development that has been submitted to our neighborhood in this case is not what we want to see. We do not want nor need more apartments in this area. However, we know that working together we can have a positive outcome that fits our community desires and the desires of the owners.

Respectfully

Sandy Bawden

Bereket Gebre-Egziabher
6642 S. 38th Street
Phoenix, AZ 85042

May 2nd, 2019

Jerald and Beth Hintze (Oertle Family)
4545 N. 28th Place
Phoenix, AZ 85016

Re: 6048 S. 40th Street (Parcel 122-79-109B and Parcel 122-79-109C)

Dear Ms. Hintze:

Thank you for the letter and the information you provided regarding the proposed zoning change and meetings/hearing dates. It is clearly notable that disagreements exist between your interest and most homeowners and the elementary school (*Awakening Seed School*) at this historic ***Heard Ranch*** neighborhood - and I believe that we all are positioned to do what is right to the development of our community and south Phoenix; however, this process must start from the epicenter of this land - respecting previous promises and correcting current misleading opinion poll that was presented indicating homeowners are agreeing to your plan.

Varying degree of disagreements arising from past promises to the neighborhood to current strong opposition from homeowners and the elementary school of the zoning change still exists to date - which negates from what was stated. I personally asked during February meeting to do it again so that the *planning commission* will have the accurate and verifiable data. This was evident that you didn't have a single vote to support your application from homeowners in the immediate vicinity and the elementary school - which was evident from February meeting. How did we get to this bandwagon of major disagreements and statistical flaws? I guarantee you that you don't have 86% approval for this project in this neighborhood as you presented. A new data should be done to reflect a true homeowners' unbiased information is needed to reference so that to the committee and the city council will be aligned with truthful information and transparency; whether or not we, the homeowners agree. Homeowners who have lived in this neighborhood for years and decades can tell a compelling personal history to this unique neighborhood - it's an overly cumbersome concern to this community.

It should be a joint venture from all of us to make South Phoenix a vibrant community to bring positive change that benefits every stakeholder: the community, South Phoenix, businesses, the city and state in many ways. And - the beginning of this very crucial step is to listen and understand to homeowners' concerns; otherwise - this process approach should be seen no less than **eminent domain**. To each homeowner, this neighborhood is historic and monumental. The fact that this community is not registered as historic neighborhood by the city, the threat of its existence undermines its unique history.

Sincerely,

Bereket Gebre-Egziabher

cc: City of Phoenix Planning and Development Department
Heard Ranch community homeowners

Bereket Gebre-Egziabher
6642 S. 38th Street
Phoenix, AZ 85042-5007
Bereket68@hotmail.com

September 8th, 2020

Mr. Enrique Bojorquez-Gaxiola
Planner II - Village Planner - Long Range Planning
City of Phoenix - Planning & Development Department
200 W. Washington Street
Phoenix, AZ 85003

Re: Opposition to zoning request Z-35-20-8 (Parcel 122-79-109B and Parcel 122-79-109C)

Dear Mr. Bojorquez-Gaxiola:

I would like to thank you for accommodating myself and the community for the SMVPC meeting on August 11th, 2020 in a truly transparent way. My opposition to re-zoning remain the same and future idea by the seller and investor should start with the active participation of homeowners and residents of ***The Heard Ranch Community***. Though I am aligned with the community group, I must relay my individual stand and input how I see what has been happening in my neighborhood for the last 15 years while residing in South Phoenix.

The history of this community is no different than Phoenix when ***Adolphus C. Bartlett and Dwight B. Heard*** bought over 7,500 acres of land after the death of *Michael Wormser* in the early 1900's - a greedy merchant, who profited, cheated and later took the title of the farmland from Mexican grain farmers, who at the time - were 50% inhabitants of Phoenix. Since 1901 much of land (~6,070 acres) was owned by ***The Heard family***. This unique family donated their land, money and time for many good causes that are embedded in the Phoenix we know today: the first *Central Avenue Bridge, the donation of land for Phoenix Library and Art Museum, and huge financial contribution and free land for the Roosevelt Schools.* His ranch was known nationally for its innovative and unique methods of cattle production - and he pioneered employees wellness. After his death in 1929, many companies had interest to buy the remaining 450 acres; however, as one article cited **"Heard family has always refused to sell. It seems that Dwight Heard and the neighbors' expectations never quite matched up with the developer's plan. Until now."** This notion of the neighbors' expectation in re-zoning and changing the dynamics of this neighborhood sentiment exist unequivocally to date - in 2020.

This neighborhood is no different than other historic neighborhoods except it is NOT officially recognized or registered like the others such as - *Phoenix Homesteads Neighborhood, LaHacenda Historic District, Country Club Historic District, Pioneer Historic District, Cherry Lynn Historic Neighborhood, Pioneer Historic District in downtown, etc.* This community mostly established in the good gesture of ***Dwight Heard*** and it is still maintained that way - for that reason, you find people like myself who moved in this neighborhood about three years ago leaving our previous home and a biblical neighbor - where we lived for 12 years to enjoy this priceless historic neighborhood - where I used to ride my bicycle from my old neighborhood.

Ever since I moved to Phoenix in June 2003, much of my time - over the last 15 years, I have been living in South Phoenix. My position has been aligned to the best interest of the homeowners and the community at large - away from the developers quick financial interest. Over 12 years ago, when the empty lot on 40th Street and Baseline was a focal point, I was residing at ***The Gardens*** - one block north of the planned project. The objection at that time created a communication line with the then councilman, ***Michael Johnson*** - who facilitated direct communication but in the process, the financial crisis erupted. Because the developer interest was ONLY quick money without close collaboration of the community, they left and years later - now, it materialized for a school and a new and well built Circle K® on the north-west side with a car wash and an insurance agency in the old Circle K® location and townhomes on the remaining lot that was completed recently. These kinds of developments are in line in preserving, shaping and building a better community for all of us and the city and state as well. It was a win-win outcome after some challenges. Again, our challenge today is more of the same but a few blocks to the north. Back then and now, a free market that undermines the interest of the very people who live in the epicenter of this historic neighborhood; this is the result of our participation and constructive opposition that challenged the developer interest that was aligned ONLY for quick financial gain.

The sentiment of this neighborhood is the same whether you lived here for 40 years, 30 years, 20 years, 3 years or even 1 year; the difference is those who raised their children are visited by their grown children and grandchildren and the rest of us are raising our children at present - regardless of our background or our attitudes and aspiration in life. ***Though sellers, buyers and investors have their right to land they own to their interest to invest in the free market but the city planning committee along the city council is bestowed to keep the historic aspect of this neighborhood - and more importantly, the interest of the homeowners of this community.*** What is proposed can be built anywhere in the city where there is no need for re-zoning or modification to current system. Though I am not a real estate or market analyst, we have to be reasonable to what we want in this location as what people wanted at the corner of Baseline and 40th Street over a decade ago - some wanted *Fresh and Easy*® when it was conveniently located on Baseline and Priest and others similar that was not feasible to any business. If the developer and seller doesn't see how the neighborhood will change by this plan they are seeking for re-zoning, they have to come back to this neighborhood wholeheartedly with openness to navigate the initial process - which is an open communication line.

I vehemently reject the current proposal and urge you in keeping MUA (Mixed Use Agricultural) zoned C-2 BAOD and S-1 BAOD as is for now. It is clearly notable that serious disagreements exist - yet we are positioned to do what is right for our community - and this process - must be cultivated from our primary neighborhood and the elementary school (*Awakening Seed*) in a transparent process. Re-zoning this neighborhood is reckoning the forgotten priceless history, the legacy of *The Heard Family* and undermining the homeowners of this community. Building and shaping South Phoenix is important but preserving this neighborhood is vital and paramount. ***We have to be keen about our interest to have honest and transparent path from the grassroots - which means the community at the Heard Ranch should be the focal and initial point of this journey; it should be a joint venture to make South Phoenix a vibrant community in an effort to bring about positive change that will benefit every stakeholder.***

Sincerely,

Bereket Gebre-Egziabher
cc: Heard Ranch Community homeowners/residents

From:	Beth
To:	Enrique A Bojorquez-Gaxiola
Subject:	Development 40th st & Southern
Date:	Wednesday, July 15, 2020 2:54:32 PM

I am reaching out to you to express my concern
over the proposed multipurpose residential units
that are being considered for the SW corner of 40th St & Southern
We have lived in the Heard Barrlett neighborhood for 37 years and enjoy the rare rural lifestyle so many crave. We need to hang in to this beautiful part of the South Mountain history.
Businesses such as The Farm are the ones we need to promote.
Our roads can not handle the traffic pouring out onto 40th & Southern. That intersection is already very unsafe and has has multiple accidents This would add unwanted traffic to our neighborhood on the roads as well as private bridle trails
Please help us keep the integrity and History of our Beautiful neighborhood once it's gone we won't be able to get it back
In closing we are against this project

Beth Holmes & Bill Ramsey

Sent from my iPhone

From: BILL GLOVER
To: Enrique A Bojorquez-Gaxiola
Subject: 40th & Southern
Date: Wednesday, July 15, 2020 4:50:36 PM

This project is a killer for our quiet neighborhood. Maybe if it was ¼ the amount of homes it would work. Please do not allow this awful design in our village. Thanks for listening.
Sent from my iPhone
Bill Glover

From: Blake PETERSON
To: Enrique A Bojorquez-Gaxiola
Subject: 40th Street and Southern development
Date: Thursday, July 16, 2020 6:57:02 AM

Hi Enrique, I wanted to comment on the proposed development at 40th street and southern. I am opposed to this development because of the density of the project and it does not fit into the multi use agriculture map overlay for the area. There was much time and resources devoted to making the map overlay for the area.....let's stick to the plan that was developed. My neighborhood heard ranch is one acre or greater parcels and a development that will have 20 units per acre is not consistent or desirable for this area. Thank You, Blake Peterson

From: carleyward@aol.com
To: Enrique A Bojorquez-Gaxiola
Date: Wednesday, July 15, 2020 10:16:29 AM

Regarding 40th and Southern application for change in zoning, John and my self are opposed. the proposed housing because it is inconsistent with surrounding existing housing and would increase traffic in the already busy streets. It appears that the proposed plan is for " Section 8 government housing". This would increase crime in this area which is already plagued with crime problems. Also there are inconsistencies in the Exhibits presented. Sincerely Carley and John Ward at 3535 E. Vineyard Rd.

From:	FABIOLA MARQUEZ
To:	Enrique A Bojorquez-Gaxiola
Subject:	40th ST. and Southern Ave. Z-35-20-8 and GPA-SM-1-20-8
Date:	Tuesday, August 11, 2020 2:35:01 PM

Hello,

We, Alonso Marquez and Fabiola Marquez live on 6409 S. 39th Place, Phoenix, Arizona 85042. We are writing to share with you our perspective on the proposed development on the Southwest corner of 40th St and Southern Ave. Please add this to the official case file for "40th ST. and Southern Ave. Z-35-20-8 and GPA-SM-1-20-8".

Although we are pro-development, and want our community in South Phoenix to grow and flourish, I , we can not and do not support this proposal for at least three reasons:

1) We are concerned with the safety issues that inevitably will come with densifying this land. Bringing nearly 450 cars into just 15.7 acres will strain our already over-burdened infrastructure and resources. Traffic is already horrible enough, our schools are overcrowded, and we still lack adequate retail, office, and parks/recreation options in our community.

2) This proposal does not align to the City's stated vision for the land since 1996, which has been voted on twice with the last time receiving 76% approval and would address the lacks stated above. We have made personal financial investments in South Phoenix trusting in this stated plan.

3) How these two parcels develop will set precedent for the remaining developable land south of Southern from 40th St down to 24th St. Further densification will exacerbate our community resources and infrastructure, as well as gut our formally recognized special heritage.

Therefore, we strongly request that this proposal be denied by the South Mountain Village Planning Committee, City Council and the Mayor.

Thank you,
Fabiola and Alonso Marquez

Sent from Mail [go.microsoft.com] for Windows 10

From:	mjb@cartof.com
To:	Pattihoash@gmail.com; Enrique A Bojorquez-Gaxiola; Adriana Garcia Maximiliano
Cc:	Samantha Keating; Alan Stephenson; Council District 8 PCC; steven@pacecpas.com; regenagustafson@eaglehm.com; mjbarre@ix.netcom.com; skb5775@gmail.com
Subject:	RE: New REZONING Case File: Z-35-20-8 SANCTUARY AT SOUTH MOUNTAIN PUD (Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue) - 2nd Submittal
Date:	Thursday, October 29, 2020 11:56:20 AM
Attachments:	image001.png

Enrique--

I attempted to submit the comments through the referenced url link, but couldn't make it work. I, too, feel **strongly** that this project it inappropriate for the location. While it may be a nice project in another location, this location is within the BAOD and is designated MUA, both of which requirements should be honored. The density should be no more than 2 du/acre.

I am out of town with limited access to my materials, and so I am unable to go through the detailed violations of both the BAOD and MUA proposed by this project.

On a more macro level, there are no two story buildings south of Southern in the area, and this borders a residential project with large lot homes. To put 11 du/acre here does not fit within the immediate area.

Further, I see very little attention to the agricultural ambiance that MUA is supposed to respect. One small flower stand does not make an 17 acre agricultural in character.

While it references certain City code sections for fencing and walls, that does not give us any indication of what is planned for the project. Historically we have talked about picket type fences or similar for MUA areas, and not the high block walls that may be permitted in other locations.

Marcia Busching

> -------- Original Message --------
> Subject: Re: New REZONING Case File: Z-35-20-8 SANCTUARY AT SOUTH MOUNTAIN PUD (Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue) - 2nd Submittal
> From: Patti Trites <pattihoash@gmail.com>
> Date: Tue, October 20, 2020 1:49 pm
> To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>, "M Busching (Cartof)" <mjb@cartof.com>, Adriana Garcia Maximiliano <adriana.garcia.maximiliano@phoenix.gov>
> Cc: Samantha Keating <samantha.keating@phoenix.gov>, Alan Stephenson <alan.stephenson@phoenix.gov>, Council District 8 PCC <council.district.8@phoenix.gov>
>
> Hi Enrique and Councilman Garcia,
>
> I hope this finds you well.
>
> For this case, as it is part of the Baseline Overlay District - I FEEL STRONGLY - that any applicant and developer needs to meet the Baseline Overlay District requirements. No exception....or else it will start eroding the detail planning in the Overlay District.
> They purchased the land knowing this upfront. Please help me in enforcing it.
>
> Thank you.
>
> Patti Trites

From: Lisa Peterson
To: Enrique A Bojorquez-Gaxiola
Date: Thursday, July 16, 2020 6:55:22 AM

Hi Enrique,

I am against the project proposed at 40th street and Southern behond Walgreens. The density is too high and it does not fit into the multi use agriculture map over lay. My neighborhood Heard Ranch is 1 acre or better parcels. The propoasal is 20 units per acre. This is the wrong use for this property and it will lower our property values. We have lived in the neighborhood for over 20 years. Respectfully we do not want this project.

Thank you,

Lisa Peterson

From:	Lu Ann Winters
To:	hannah@witheymorris.com; Enrique A Bojorquez-Gaxiola; Samantha Keating; Pattihoash@gmail.com; Greg Brownell; Gene Homerud; josephlarios@gmail.com; Muriel Smith; Shelly Smith; Council District 8 PCC; Mayor Gallego
Subject:	40th St and Southern Ave Z-35-20-8 and GPA-SM-1-20-8
Date:	Wednesday, August 5, 2020 6:05:42 PM

Hello, My name is Lu Ann Winters and I live on Baseline and 34th. I am writing to share with you my perspective on the proposed development on the southwest corner of 40th Street and Southern Avenue. Please add this to the official case file for "40th Street and Southern Avenue Z-35-20-8 and GPA-SM-1-20-8.

I am opposed to this proposed development because of the safety issues that inevitably will come with densifying this land. Bringing nearly 450 cars into just 15.7 acres will strain our already overburdened infrastructure and resources. Traffic is already horrific enough and we still lack adequate retail, office, and parks/recreation options in our community.

This proposal does not align to the City's stated vision for the land since 1996, which has been voted on twice with the last time receiving 76% approval and would address the lacks stated above. I have made personal financial investments in South Phoenix trusting in this stated plan.

I am also opposed because how these two parcels develop will set precedent for the remaining developable land south of Southern from 40th Street down to 24th Street. Further densification will exacerbate our community resources and infrastructure, as well as gut our formally recognized special heritage.

Therefore, I strongly request that this proposal be denied by the South Mountain Village Planning Committee, City Council and the Mayor.

Thank you,

Lu Ann Winters

From:	Mary Hagerty
To:	hannah@witheymorris.com; Enrique A Bojorquez-Gaxiola; Samantha Keating; Pattihoash@gmail.com; Greg Brownell; Gene Homerud; josephlarios@gmail.com; Muriel Smith; Shelly Smith; Council District 8 PCC; Mayor Gallego
Subject:	Subject: "40th ST. and Southern Ave. Z-35-20-8 and GPA-SM-1-20-8"
Date:	Wednesday, July 22, 2020 3:22:15 PM

My name is Mary Hagerty and I live in Ravenswood on 32nd St. I am writing to share with you my perspective on the proposed development on the Southwest corner of 40th St and Southern Ave. Please add this to the official case file for "40th ST. and Southern Ave. Z-35-20-8 and GPA-SM-1-20-8".

Although I am pro-development, and want my community in South Phoenix to grow and flourish, I can not and do not support this proposal for at least three reasons:

1) I am concerned with the safety issues that inevitably will come with densifying this land. Bringing nearly 450 cars into just 15.7 acres will strain our already over-burdened infrastructure and resources. Traffic is already horrible enough, our schools are overcrowded, and we still lack adequate retail, office, and parks/recreation options in our community.

2) This proposal does not align to the City's stated vision for the land since 1996, which has been voted on twice with the last time receiving 76% approval and would address the lacks stated above. I have made personal financial investments in South Phoenix trusting in this stated plan.

3) How these two parcels develop will set precedent for the remaining developable land south of Southern from 40th St down to 24th St. Further densification will exacerbate our community resources and infrastructure, as well as gut our formally recognized special heritage..

Therefore, I strongly request that this proposal be denied by the South Mountain Village Planning Committee, City Council and the Mayor.

Thank you,
Mary A Hagerty

From:	Mary Hagerty
To:	Enrique A Bojorquez-Gaxiola
Subject:	RESIDENT OPINION: SMVPC INFORMATIONAL MEETING FOR Z-35-20-8 AND GPA-SM-1-20-8
Date:	Saturday, August 8, 2020 6:36:36 PM

Hello Enrique--

I am writing to share my opinion on the proposed zoning change to 40th and Southern Ave. (Z-35-20-8 and GPA-SM-1-20-8). As a permanent resident to this area, I often use Southern Ave. when I need to head east. Baseline is so filled with heavy traffic and congestion, Southern offers a quicker route. This is a quieter route, offers more desert views and allows me to arrive at appointments and meetings unstressed and more relaxed.

Thank you,
Mary A Hagerty
3241 E Maldonado Dr
Phoenix, Az 85042
602-346-0336

From:	Trent Marchuk
To:	Enrique A Bojorquez-Gaxiola
Cc:	Somos BuildBam
Subject:	Response to Applicant Claims dated Aug 13, 2020 (Z-35-20-8 & GPA-SM-1-20-8)
Date:	Friday, January 29, 2021 1:19:55 PM
Attachments:	Gmail - Mtg Notes Beth Hintze & Trent Marchuk_ 40th ST and Southern Ave. Z-25-20-8 and GPA-SM-1-20-8.pdf RE Trying to contact Trent Marchuk and others.pdf Aug_Hintze_Marchuk_Contact.pdf

---

Hi Enrique,

Please add the below and attached to the case file for Z-35-20-8 & GPA-SM-1-20-8.

Per the 12-21-20 records request, we learned that the Applicant alleged to the CIty that our resident collective was 1) making false statements back in August, 2) that the resident collective was allegedly not available to the Applicant, and 3) that the resident collective is representative of just a "small handful of people". We would like to offer an evidence-based response that corrects these allegations as follows:

1. The Resident Collective has not misrepresented the Applicant
2. The Resident Collective has been incredibly responsive to meeting with the Applicant
3. The Resident Collective represents the interests of a sizable contingency

See below and attached for details.

The Resident Collective has not misrepresented the Applicant

Specifically, on the resident collective website it was stated that the Applicant could alternatively build the charter school and *retail*. The Applicant's contention, and supposed evidence of being misrepresented, is that she stated she could alternatively build the charter school and *apartments* - not retail.

In response, it should be noted that:

- The applicant has given presentations to the SMVPC where she has cited the possibility of developing the land with what she considered to be "undesirable retail" uses.
- The Applicant has also represented the same to the Neighbors.
- Therefore, the representation of the Neighbors on the website was indeed inline with how the Applicant has represented alternative development options for this land.
- Nonetheless, upon learning of the Applicant's explicit desire for the alternative charter and apartment use to be conveyed to the neighbors, the website was immediately updated.

The Resident Collective has been incredibly responsive to meeting with the Applicant
Per the Applicant's statement of not being able to get a hold of the Neighbors, that is simply not true. The below contradicts the claims that the neighbors have not been anything but open and eager to work with the Applicant.

- Please consider the attached email exchange that shows an 8 hour response time to the Applicant; we subsequently met within 24 hours
    - Also, it was noticed that the meeting notes covering the above referenced phone conversation on Aug 14 and Aug 17, 2020 were omitted from the 12-21-20

Records Request.
    - The notes are attached for completeness to ensure they are part of the case file.
    - See "Gmail - Mtg Notes Beth Hintze & Trent Marchuk_ 40th ST and Southern Ave. Z-25-20-8 and GPA-SM-1-20-8.pdf"
- Additionally, within 72 hours, the resident collective responded to the Applicant's request to meet in November 2020.
- The resident collective asked Councilmember Garcia to broker a meeting between the Applicant, Neighbors, and the Councilmember on Dec 4, 2020.
    - The meeting was set by the Councilmember and confirmed by all parties on Jan 15 to meet on Jan 26, 2021.
    - On Jan 19, the Applicant canceled their participation.
    - On Jan 26, the Neighbors still met with the Councilmember.
        - The following statement was made to general consensus: ***"The Pandemic is being exploited by land developers to develop inappropriate projects in voiceless neighborhoods."***

The Resident Collective represents the interests of a sizable contingency

Lastly, to the claim that the resident collective speaks for a "small group", that is incorrect. Given the number of residents who have yielded their time to me as their spokesperson in both SMVPC information sessions, and the number of residents with whom we have directly spoken, we have full confidence that the perspectives represented by our resident collective are indeed broad.

The applicant claims to have secured 85% support for this proposal before COVID - that would be before March 2020. However, despite COVID, in Nov and Dec 2020, we secured signatures (in a safe manner) from homeowners within 150 ft of the proposal - residents in BHRE and the community on the other side of 40th St. Over half of the residential home owners within 150 feet to the south and 150 feet to the east oppose this project. This includes at least half of the homeowners who don't even live within BHRE.

Additionally, there are over 135 members of the somosbuildbam.org [somosbuildbam.org] group. Attached is an image of the verbatim quotes of responses received from these individuals when they signed up to be part of the group. These quotes come from individuals who not only live in BHRE, but also who live in the surrounding community.

As spokesperson of this collective, I do not speak for everyone.

I continue to speak for the above referenced neighbors and I speak for many others in the community who share these sentiments.

We are not a small group.

Thank you,
Trent Marchuk

Please Call me

Somos BuildBam <somosbuildbam@gmail.com> Fri, Aug 14, 2020 at 10:12 AM
To: werfamily@cox.net

Sounds good; my number is 602.499.9594.

Talk soon

On Fri, Aug 14, 2020 at 9:27 AM <werfamily@cox.net> wrote:

> Mr Marchuk,
> I can do 11am today. Please give me your phone number so I can call you. Thank you.
> Beth Hintze
>
> On Aug 13, 2020 10:32 PM, Somos BuildBam <somosbuildbam@gmail.com> wrote:
>
> > Hi Mrs Hintze,
> >
> > Thank you for reaching out.
> >
> > Will share a my availability Fri and Mon; please let me know which works best with your schedule:
> >
> > - Friday, Aug 14 @ 11a
> > - Friday, Aug 14 @ 1p
> > - Monday, Aug 17 @ 10a
> > - Monday, Aug 17 @ 3p
> >
> > I look forward to learning more about who you are and where you are coming from as a longstanding owner of the property.
> >
> > Best,
> > Trent
> >
> > On Thu, Aug 13, 2020 at 2:28 PM Jerry & Beth Hintze <werfamily@cox.net> wrote:
> >
> > > Hello Mr. Marchuk,
> > >
> > > I am one of the property owners of the property located at 40th St and Southern. I welcome the opportunity to speak to you personally to help you understand who I am and where I am coming from as an owner of this property since 1995
> > >
> > > Please call me when you have the opportunity.
> > >
> > > Sincerely,
> > >
> > > Beth Hintze
> > >
> > > 602-828-6295

Please let me know if questions arise!

Thank you,

Enrique Bojórquez-Gaxiola
Planner II – Village Planner
City of Phoenix
Planning & Development Department
Long Range Planning
200 W. Washington Street
Phoenix, AZ 85003
Office: (602) 262-6949



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: Jerry & Beth Hintze <werfamily@cox.net>
Sent: Thursday, August 13, 2020 9:11 PM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Subject: RE: Trying to contact Trent Marchuk and others

Hello Enrique,

My name is Beth Hintze and I am one of the property owners of the 40th St And southern parcels. I have tried to contact Trent Marchuk through the Somos website. I gave him my cell phone number and he has not returned a call to me. He has misrepresented what I stated at the last meeting and placed it online on the website. He has given false statements and I would like him to remove them and place truthful statements from me. This has been a continuing problem with a small handful of people in the Bartlett Heard neighborhood spreading misinformation about our past project and now this one. Do you have his phone number as I would rather not contact him at his work number, but I will if necessary. If they truly want to be heard they should not be hiding behind a website with no person contact information. Please provide me with the phone numbers of all those who have attached their names to this letter on the Somos website so I can speak the truth to each of them.

I would also like a list of phone numbers for each member of the South Mountain Committee. I would also like the list of people that the South Mountain Committee recommended us to contact at the last meeting.

When I presented the last time my personal cell phone was on line and people were welcome to call me at that number. I spoke to every person on the South Mountain Committee that had an available phone number, I met with countless neighbors before I personally presented the last zoning case. I presented was during pre Covid and I was able to walk the neighborhood. I went to every home within 600 feet of our borders and I also additionally walked to every home in the Bartlett Heard Neighborhood. When I did this I had signatures form 85% of the people that I contacted **in favor of our project**. Due to Covid I am unable to safely walk door to door again but I know from speaking to the neighbors previously that the majority are tired of having dirt lots surrounding them. They are tired of being passed over again and again because developers are being scared off by a couple people that think they speak for everyone. They don't speak for everyone. I was told today by a person within 300 feet of our property in the Bartlett Heard neighborhood that he supports our project and will be signing in favor, he said "Trent does not speak for him he has his own voice." He is willing to stand up to the bullying that has gone on for years in the Bartlett Heard Neighborhood. There is a small handful of people in the Bartlett Heard neighborhood that want nothing but dirt lots. Tanis Earl said that to me the first time I met her, "We love dirt," she laughed. This is a beautiful project that will help the South Mountain Community, not hurt it. The rural country charm of these homes is exactly what I was told they wanted last time. Now that we have a first class developer that is ready and willing to invest their money in the South Mountain Community, a handful are once again are against it/anything being built on our lots. Please call me when you receive this so we can discuss this. And Please send me the phone numbers so that I can make sure that each one of the people has been told the truth.

Sincerely,

Beth Hintze
[redacted]

Mtg Notes Beth Hintze & Trent Marchuk: 40th ST and Southern Ave. Z-25-20-8 and GPA-SM-1-20-8

Trent Marchuk <trentchristopher@gmail.com> Tue, Aug 18, 2020 at 5:40 PM
To: Enrique Bojorquez <enrique.bojorquez-gaxiola@phoenix.gov>
Cc: Patty Mckinstry <pjmckinstry@icloud.com>, Patty & Bruce McKinstry <pjmckinstry@q.com>, Sandy Bawden <skb5775@gmail.com>, Karen Mischlispy & Sue Beyer <sbeyer3582@aol.com>, Van Jackson <vanjacksonaz@gmail.com>

Hi Enrique,

Please add this email to the case file for Z-35-20-8 and GPA-SM-1-20-8

In summary, I met with Beth Hintze directly on two occasions and we spoke about the PUD and GPA referenced above. As the conversation was freeform, and it is customary for me to consult with the other leaders of the resident collective prior to speaking for the collective, I did mention to Beth that I could only speak for myself during these conversations and could not represent somosbuildbam.org during either conversation. Beth acknowledged that distinction.

- For the single family rental proposal to have any chance of support from the neighbors, Beth was encouraged to work with the Developers to bring the PUD in compliance with the vast majority of MUA.
- Alternatively, Beth stated in terms of an ultimatum, that if the single family rental proposal were not to be approved by the neighbors, she would pursue a charter school on the s-1 parcel and high-density apartments (119 units) on the C-2 parcel
- Trent encouraged Beth to review the reported stipulations on the C-2 parcel and the resident collective would do the same
- Trent emphasized that as long as Beth is operating within the rules that govern the land, she will more than likely gain the collective's support - or at least likely not garner significant opposition from the collective.
- Beth left the conversation with two actions: 1) work with the Developer to bring the single family rental proposal into MUA compliance and 2) bring forward a back-up proposal to the single family rental option that is both in compliance with the governing rules of the land and would not require neighborhood involvement
- If Beth brings forward the above to Trent, Trent committed he would work with Beth to communicate to the neighbors the two options of Beth's ultimatum.

Please note that, after consulting with the leaders of somosbuildbam.org and consistent with our mission, the resident collective would rather see the owner build out the land to however she is able within the confines off the existing governing documents than see the proposed single family rental community be built without complying to MUA. If Beth is able to successfully bring the single family rental proposal into vast conformance to the MUA, our disposition may change.

Below are the contemporaneous notes that I took relative to having spoken with Beth Hintze over cell phone.

Date: Friday, Aug 14, 2020
Start Time: 11:01a
End Time: 12:16p

- Beth's father purchased the land
  - He battled cancer
  - He was a realtor who loved South Phoenix
  - Successfully developed a center in South Phoenix
  - He worked with neighbors, people got behind him, he fought and won
  - He desired similar for this property
  - Handed the keys to Jerry, Beth's husband
- They have owned it for ~25 years
- About Beth's family
  - 11 children
  - the 8th child was born after her father passed away
- Land had a home on it for awhile
- Deal with Walgreens
  - Deal was handled by Beth's brothers
  - Walgreens had an option to buy the rest of the land

    - Built the Walgreens and left the option on the table
    - Was a citrus grove, walgreens tore down the house
    - Farmers worked the property, made no money, sunk money
- A company came in with a vision for an office centric plan
    - Beth went to every neighbor, left notes
    - A neighbor said they wanted the "cotton center"
    - Worked with everyone, but the attorney quit
    - Beth was an art major, thought about being an architect
    - Neighbors screamed they want homes
    - One neighbor reportedly said "nothing will be built there"
    - Neighbors agreed to sq feet, but neighbors complained and changed their position
- School/Apartments
    - Trent misrepresented Beth online
        - Trent said Beth was going to build retail or "whatever can be built"
        - Beth said she was going to build apartments not retail
        - Trent apologized and immediately corrected the somosbuildbam.org website
    - Beth stated she was going to build a charter school on the S-1 Parcel
    - Beth stated she was planning to build apartments (119 units) on the C-2 Parcel
    - Beth felt she was abandoning the neighbors, but felt the the neighborhood had already abandoned her
    - Emphasized again she heard neighbors say the land should be homes
- Single Family Rental
    - Brown Group came and offered the Single Family Rental proposal
    - She had them change the look (stucco and modern prior)
    - Believes neighbors want something built
    - It's frustrating to Beth that we aren't listening to those neighbors
    - Retail: not enough rooftops
    - If this doesn't' go through, Beth states she will have to sell to school and high density apartments
- How has Beth marketed the land?
    - Mark has been her realtor for the last 15 years
        - well-spoke business man
        - reaches out to everyone
        - there are just a couple of people who suppress development
    - Beth stated having knowledge of personal information about Trent
        - Wife's career ambitions
        - Price paid for house
        - Note: this part of the conversation was perceived as awkward and potentially threatening to Trent
        - Note: Trent kept all comments to Beth to the land, unless supporting her sharing personal information about herself (ie, that must be tough raising 11 kids! after she shared that information)
    - Beth stated her understanding of MUA was not the vision Kate Gallego was looking for
        - When pointed out MUA had been in existence for 20+ years, Beth wasn't able to articulate what she intended, aside from mentioning something about Section 8 housing
        - Trent didn't have enough information to pursue the subject further, aside from Housing Phoenix - which the city says the relation to these parcels had not yet been made public
    - We discussed the possibility of Beth speaking with other Land Advisors
        - Trent has connections to national players, but not one person in particular
        - Trent stated he has no financial interest in this development and his connections don't desire financial interests as well
        - Trent stated his only interest is for the betterment of the community and to see that dirt transformed as the owner, city, and neighbors would agree
        - Trent encouraged Beth to receive proposals from multiple land advisors, inclusive and exclusive to Trent's contacts and make her own decision
        - Beth didn't want to throw her real estate agent under the bus
        - When mentioned he could remain involved, she stated she was under a contract where she couldn't entertain other visions (non-solicit)
        - Trent agreed that her contract was to be respected and stated that if that contract ended, he would encourage her to reach out to other land advisors who would potentially better maximize the value of the land and meet the neighbors' requirements
        - Beth stated she had spent over $100k on the land and that the taxes were too much to carry.
        - Beth stated she would give away the land if she could, but the other owner's won't allow that to happen
    - Beth's Ultimatum
        - Beth stated she would put forward an ultimatum to the neighbors: either the Single Family Rental project would be approved or she would sell to the charter school and high density apartments
        - Beth stated she preferred the single family rental and believed the neighbors would as well
    - Conclusion

        - Beth and Trent agreed to meet on Monday at 11a to discuss framing the ultimatum to the neighborhood
        - Trent encouraged Beth to be open to changes to the single family rental proposal to bring it inline with MUA as a possible avenue to get that option approved by the neighbors

Date: Monday , Aug 17, 2020
Start Time: 10:02a
End Time: 10:38a

- Initial Pleasantries
    - Beth and Trent exchanged initial pleasantries about the prior weekend
    - The conversation maintained a cordial, professional tone (as did the prior conversation) throughout the duration
- Follow-up and Intent
    - Trent shared that he contacted Enrique following the conversation on Friday to follow-up on some of the items
    - Trent stated that his intent and purpose is to understand the rules and ensure that he and the resident collective play by the rules, and attempt to hold the city and the property owner to the same standard
    - Trent stated that he doesn't see the point in obfuscating information as all relevant information is objective and we are seeking for an objective solution
- General Learnings
    - Trent shared with Beth that she was right on Friday on the following accounts
        - She is free to develop the land as she sees fit within the existing Planning and Development standards for the parcels
        - Both parcels were indeed also governed by the BAOD, but are not governed by the MUA
        - If there are any proposed changes to the land use, that is when the MUA can become applicable to the land use
- S-1 Property
    - Beth is right that she can likely develop a school on the S-1 parcel without much obstruction
    - Enrique was not 100% certain if it applied to charter schools, but was going to follow up
        - Note: Enrique has since confirmed Beth can build a charter school on S-1 without any zoning changes
    - Beth was also right that schools have a lot of latitude and can receive a lot of variances to the zoning rules, so may not be bound by S-1 or BAOD if a school is built
- C-2 Property
    - Trent informed Beth that the property to the north, under normal conditions, could be zoned for R-3 and for apartment land use
    - However, Trent informed Beth that the current C-2 parcel reportedly has stipulations upon it from the Walgreens era that potentially preclude apartments
    - Trent informed Beth there is a process to remove the stipulations, but it would require neighborhood involvement and new stipulations could be placed upon the land as a result, including MUA requirements
    - Beth said she did not believe that assessment.
        - She stated the city had told her that she could build apartments on the C-2.
        - She stated Enrique was inexperienced and she was going to call him.
        - Trent encouraged Beth to call Enrique
        - Trent also stated he had requested the stipulations so he could evaluate what they actually said, as Trent does not know firsthand what the stipulations state
            - Note: Since the phone call, Trent has submitted a public records release for the stipulations
- Single Family Rental Option
    - Trent encouraged Beth to re-visit the Single Family Rental option with the developers and modify it to comply with MUA
    - Beth said she believed that option already paid sufficient homage to the MUA
        - Not only flower stand, but flowers would be planted around the property
        - The facades of the houses were "definitely MUA"
        - "Lots of" grass and open space
    - Trent encouraged Beth to focus on the design and development standards as the gauge as to whether the proposal is MUA, highlighting multiple areas of failure of the PUD relative to the MUA from his opposition statement on Aug 11
    - Trent mentioned that the design and development standards are what get built to and the facade and proposed flowers aren't promised when shovels hit the ground
        - Beth said she would personally ensure the character of the homes would be MUA
        - Beth said she believed that the architectural elements would be part of the PUD and binding to the developer

        - Trent questioned her ability to enforce the above two points, but conceded they had ventured outside of his knowledge area to state definitively one way or another
        - Beth reinforced that she was trying to give the neighbors something better than was already there
        - Trent agreed that the single family rental would be better looking than dirt, chain link fence, and weeds - but reminded Beth that is not the bar
        - Trent reiterated that the bar is, at least for the proposed PUD, complying with the BAOD and MUA district design and development standards
            - Trent signaled willingness to compromise on some elements of the MUA
            - However, Trent said the vast majority of the PUD should be in compliance with the MUA
- Framing an Option to the Neighbors
    - Trent and Beth agreed that framing a choice to the neighbors would be a positive next step
        - Single Family Rental
            - For this to have any chance of support from the neighbors, Beth was encouraged to work with the Developers and bring the PUD in compliance with the vast majority of MUA
        - School/Apartments
            - This is Beth's fallback option
            - She does not believe she will need neighbor support to build apartments
            - However, if the existing stipulations state otherwise, it is unknown how she would proceed
            - Trent signaled to Beth that if she attempts to remove the stipulations, the process would go through a Zoning Officer and likely the Village.
                - In both cases the neighbors would have a say, and the neighbors would attempt to introduce MUA stipulations
                - Trent reminded Beth that 5 village planning committee members, including the chair, stated the Single Family Rental project was a good project in the wrong location and one in particular stated a preference for 2.3 du/acre max
                - Trent stated that somosbuildbam.org has not coordinated with the village and does not plan to do so, but noted that we are aligned philosophically with some of the committee members and chair
            - Beth could still choose to develop the C-2 parcel within the confines of the stipualtions, C-2, and the BAOD. If she went this route, Beth could indeed do so without neighbor involvement.
                - Beth mentioned the possibility of gun stores, a large QT gas station, or other options she considered to be undesirable to the neighbors
        - Undefined Option #3
            - If apartments are not able to go onto the C-2 parcel, and she desires to remove the stipulations, it is yet to be seen what Beth's third option would be or if the school remains still a viable stand-alone option
            - If the branches of the decision tree are pruned to this extent, Trent reiterated that Beth may want to be open to speaking with other land advisors - assuming she would be out of her existing contract at this stage
            - Beth reiterated that she was not supportive of any other option than the two above
- Conclusion
    - Trent stated to Beth that the desire of the resident collective is for the land to be developed
    - Trent stated that development will be pursued under the existing governing rules and conditions
    - Trent reiterated his desire to help Beth navigate said rules
    - Trent stated that if Beth is able to develop the land however she deems fit using the rules, then she will very likely garner Trent's support and the support of the collective
    - Trent emphasized that once he or the collective strays from the governing rules, he and the collective stand to lose significant credibility and their position becomes significantly weakened in front of the City
    - Beth was encouraged by Trent to operate within the rules to find a workable solution

Thank you,
Trent Marchuk

Community Commentary About Proposal

The below quotes have been received in response to the invitation: Are you interested in preserving the Baseline heritage? The specific comments are in reference to this specific proposal.

"I would like to help in any way I can."
"Yes!"
"I am SO opposed to this high density development. The traffic is already so congested on Baseline."
"Not too happy to hear about high rentals /apt homes In this area."
"We have to stop the BS of developers. Let's do it!"
"Please Add me to your contact list"
"New to Phoenix and owner of property in [the BAOD]."
"Very concerned of what the plans are for the south mountain area, the crime, vagrants, loud vehicles, gunshots, trash and the many vacant lots. My property which valued at [high valuation] backs up to the vacant land [in the BAOD]. Depending on what gets built will determine if I stay in the area all together."
"Please send me more information on south mountain village development and rezoning."
"no more building of homes to crowed."
"Please add me to mailing list."
"More plants! Thanks."
"We have too much density down here. I have lived on the Southside for [many] years and have seen much of the open land disappear and turn into high density housing which just adds to the already too heavy traffic. Baseline Road is the only East-West through road on the south side of the city and carries a lot of traffic, especially during the pre COVID-19 rush hours. The housing developers are too greedy and try to squeeze as many houses and apartments onto a piece of land as possible. The City of Phoenix is able to control the density, but refuses to do so. They just rubber stamp whatever it is the developers want to do. The City doesn't care about its citizens, it just cares about tax revenue."
"Please add me to the distribution list."
"Hello, I am writing in opposition to putting more dense apartment complexes in our area. We need more businesses."
"100% against the high density, rental development at 40th St. & Southern. Please let me know what I can do to make our voices heard."
"I'm concerned about the proposed development at SW 40th Street and Southern. Please keep the neighborhoods informed."
"Yes i am very much in favor of Preserving the Baseline Rd Heritage ."
"Please add me to your mailing list for items relating to preserving the Baseline heritage."
"We don't need more apartments. We need shopping and restaurants. Traffic is already bad."
"What happened to the original plan developed during Councilman Cody William's tenure?"
"Moved here from [out of state] mid [year provided]. Would love to get involved."
"There has got to be a balance in all of this building. Thank you for all the information!"
"My partner and I live in the neighborhood and love what you're doing here. Thanks and I look forward to getting involved."
"I'd like to get involved."
"This looks like a great use of this space and good project for this area. Can I be listed as in favor or this?"
"Help me understand what kind of project the community would want to see? I was on the South Mountain Village planning committee until [date] after [number] years on the board. I liked the office area they proposed before and approved it but that got shot down. I could hear the owners frustration [during the South Mountain Village Planning Committee]. We need to help guide the owners."

The neighbors have overwhelming come out against this proposal.
As site plan is substantially the same today as in July, the above comments remain germane.

From: Sandy Bawden
To: hannah@witheymorris.com; Enrique A Bojorquez-Gaxiola
Subject: Case Nos. Z-35-20-8 and GPA-SM-1-20-8 40th St & Southern
Date: Thursday, July 16, 2020 5:24:46 PM

Hello,

My name is Sandy Bawden. My husband and I and our children are all Phoenix natives. We moved to the Bartlett-Heard Estates in 1987. Our sons were eight and fourteen at the time.

We moved to the area specifically because we wanted open space where our sons could safely play and explore. We also had other family in the area. We knew it was changing and developing and we wanted to be a part of that. When we moved here, there was a large cotton field across the street and to the west with citrus groves and the beautiful Baseline Flower Gardens to the south.

We wanted to be a part of the change and development and to that end we have tried to stay involved with changes over the years. As a result of our community working together with our City council representatives and the developers we now have the Raven Golf Course.

The development that has been submitted to our neighborhood in this case is not what we want to see. We do not want nor need more apartments in this area. However, we know that working together we can have a positive outcome that fits our community desires and the desires of the owners.

Respectfully

Sandy Bawden

From:	Sandy Bawden
To:	Enrique A Bojorquez-Gaxiola
Cc:	Trent Marchuk; Patty & Bruce McKinstry; Karen Mischlispy & Sue Beyer; Van Jackson
Subject:	Case File: Z-35-20-8 SANCTUARY AT SOUTH MOUNTAIN PUD
Date:	Sunday, November 8, 2020 7:20:11 PM

Hello Enrique,

I hope this email finds you well. I am contacting you regarding Rezoning Request #Z-35-20-8, Item No. 8. I am registered to attend the virtual meeting on this request Tuesday, November 10.

Please put me on record as being opposed to this request. This request does not meet the criteria for meeting MUA standards. It is not a good fit for the area. It would be better located near the Central Avenue corridor. The City of Phoenix is advocating for increased development and ridership of the light rail and the light rail will not be readily available for this development.

I give up my time to address the committee to Trent Marchuk.

Thank you, Enrique, for the assistance you provide to our community.

Best regards,

Sandy Bawden
Bartlett Heard Estates

From:	Sandy Bawden
To:	Samantha Keating; Enrique A Bojorquez-Gaxiola
Cc:	Trent Marchuk; Karen Mischlispy & Sue Beyer; Patty & Bruce McKinstry; Van Jackson
Subject:	40th ST. and Southern Ave. Z-35-20-8 and GPA-SM-1-20-8
Date:	Tuesday, July 21, 2020 1:53:34 PM

Hello Samantha and Enrique,

Hope this note finds you well! Please add this email to the case file for Z-35-20-8 and GPA-SM-1-20-8

Wow, after starting the resident collective somosbuildbam.org [somosbuildbam.org], we have seen membership requests flow in! Of course, as you could imagine, the residents of Bartlett Heard Ranch Estates (BHRE) joined, but so have two nurseries close to the proposal, a nursery near 24th St, Awakening Seed Elementary, and we are in process of forming alliances with residents of the Legacy and Ravenswood. Additionally, we have literally dozens of other neighbors from the community who have sought out and either opined on or joined this collective.

In fact, of the 128 members of our group (and counting) we have received no, absolutely zero, support for this development. The resounding common theme: Stop this horrible proposal! Therefore, I hope you agree that the community is not in a place for this proposal to be fast tracked and all neighborhood sentiment needs to be properly heard, understood, and respected.

Those in the resident collective who joined the Neighborhood Meeting on July 16 have submitted some questions about the process for receiving neighborhood input that we would like to pass along to you, requesting the city's response. Below our salutation, we have listed the pointed questions and then follow-up with additional details. We look forward to your responses and how we can help the city refine the virtual meeting process, so it is not manipulated to the detriment of neighbors again in the future.

Although we are set against this proposal, we are pro-development. We like working with Withey Morris and the Landowner. The fact the Brown group has an interest in developing the parcels is a good thing, as is bringing in someone like the Snowdon Partners to advise. This shows they are taking this land seriously by investing significant time and resources. We also want the Landowner to maximize their returns on this land, all within the City's stated vision for the use of this land. We will help them, if they would like, get creative in striking a balance. This proposal, however, continues to be a non-starter.

Thank you,

Sandy Bawden
Trent Marchuk
Karen Mischlispy
Patty McKinstry
Van Jackson

1) Will the Streets Department be requiring a Traffic Impact Study for this proposal? (Reference our original Questions Packet for context.)

2) Will the Streets Department be conducting an analysis on this project's impact to the safety of the increased bicycle use on Southern and 40th St as the city strives to become a world class city for bicyclists? (Reference our original Questions Packet for context.)
3) We submitted questions on Friday, Jul 10 inquiring about when the application was filed, a request to audit the notification process, and equity concerns with only receiving the virtual meeting details day of and through special invitation. When should we expect a response to those questions?
4) As stated in the meeting, can you provide us with the General Plan Amendment?
5) As stated in the meeting, can you provide us with a copy of the Planned Unit Development?
6) How can we ensure that future virtual meetings will respectfully engage the residents to learn of their concerns? At 11:06a on 7/16, Withey Morris stated: "We will use the raise hand function on zoom when facilitating the question and answer session to know who wishes to speak." However, by 5:30p Withey Morris kept all 45 participants on mute and required us to type our questions in the chat feature.
7) When will the neighbors receive the promised notes, attendees, questions, and answers from the meeting on July 16, 2020?
8) Why was Snowdon Partners not listed in the Planned Unit Development Narrative as part of the Principals & Development Team? This omission, with lack of amendment, further underscores this proposal is not being entirely forthcoming with the neighbors.
9) When the original zoning case was presented for ~10 acres of commercial, the owners agreed to leave the other ~10 acres (S-1) for single family residential. Is the city concerned about this lack of continuity?
10) Is multi-family appropriate for the other ~10 acres (S-1), given there should be a transition between high density residential and Bartlett Heard Ranch Estates?
11) Even though the north parcel is zoned C-2 and technically could be used for multi-family residential, what is your guidance on whether that potential purpose conforms to the City of Phoenix stated vision for the parcel's land use?
12) How will the City help hold the Development Team accountable to their promise to engage neighbors in small groups and in a subsequent follow-up neighborhood meeting? We would like to share the process with the neighbors by which they can request small group meetings with the Development Team, per their promise to hold such meetings with the residents on July 16, 2020.
13) How will the City help ensure there is a fair iterative model between the Development Team and the neighbors to not only hear our concerns, but adequately respond to them? The dual statements made during the meeting by Withey Morris that "we might not always agree" and "the City Council will make the ultimate decision" implied to the neighbors that we would be placated until the clock ran out and they planned for the Village to rubber stamp this proposal.
14) The Development Team promised the neighborhood a "2nd Virtual Meeting" at the onset of the July 16 meeting in prepared slideware. By doing so, they proactively admitted that the meeting on July 16, 2020 was incomplete. Therefore, coupled with the concerns with the meeting format explained in the question above, how can the meeting on July 16 satisfy the PDD local emergency guidelines for fulfilling the neighborhood meeting requirement? We formally ask the city to disallow this gross manipulation of the guidelines.
15) The PDD local emergency guidelines for neighborhood meetings states that "notice for the virtual meeting, teleconference or alternative meeting format shall be

sent a minimum of 30 days in advance of the first public presentation before a committee or hearing officer."

a) Does the Development Team's planned Information Presentation to the South Mountain Village Planning Committee count as a public presentation to a committee? We understand all meetings with our Village are considered public.

b) How will the neighborhood learn about the date when the Information Presentation will be given to the South Mountain Village Planning Committee?

16) We request the city's help in setting up a structured Architecture Review Board with the Development Team. Will you help us put that into place?

Why was the meeting format perceived as inadequate by the neighbors?

At this point in time, many of us are familiar with virtual meetings. There are courtesies and norms that have developed. According to Steve Hambrick on the City PPD website regarding virtual meetings, participants may be recognized and called on to weigh in. The meeting on July 16 disregarded those courtesies and norms. At 11:06a on 7/16, Withey Morris stated: "We will use the raise hand function on zoom when facilitating the question and answer session to know who wishes to speak." However, by 5:30p Withey Morris kept all 45 participants on mute and required us to type our questions in the chat feature and privately send them to Withey Morris. We had no idea who was actually asking questions. We could not hear their tone. Withey Morris paraphrased the questions asked. We had to listen to their replies and type questions simultaneously. About half the meeting was given to presentation and half the meeting to Q&A while selectively focusing on questions that were already answered in the presentation rather than the myriad of complicated questions already submitted in advance, and they ended exactly on time. Our resident collective submitted many unresolved concerns on July 15, yet Withey Morris did not draw upon those questions during the meeting. The City's process for virtual meetings was blatantly manipulated to the detriment of the neighbors and to the benefit of the merchant developer.

Why does Snowdon matter?

When the meeting began, Withey Morris introduced the Development Team. No one from the city was present. They introduced Scott Curtis but did not say how he was connected to the project. We found out later Mr. Curtis is with Snowdon Partners, which appears to be a residential real estate advisory firm. Snowdon Partners is not listed in the Planned Unit Development Narrative as part of the Principals & Development Team. This omission, with lack of amendment, further underscores this proposal is not being entirely forthcoming with the neighbors.

Architecture Review Board

Currently there are very few renderings, i.e. just a single detached duplex and a picture of a mobile flower cart. To make informed decisions, we need to see how far spaced the units would appear relative to each other and the surroundings, what the other buildings would look like, how the fencing/landscaping/structures/etc would appear from the street, from the backyards of our neighbors, etc. What are the other elevations of homes that fall in the design pallet? We request significant time and effort be placed in this Architecture Review. It could either affirm our belief this project is a horrible idea or potentially sway opinion.

From:	Sandy Bawden
To:	hannah@witheymorris.com; Enrique A Bojorquez-Gaxiola
Cc:	Van Jackson; Trent Marchuk; Alfonzo Marquez; Fabiola_nevarez@hotmail.com; Karen Mischlispy & Sue Beyer; Patty & Bruce McKinstry
Subject:	Sanctuary at South Mountain Z-35-20-8
Date:	Wednesday, July 15, 2020 4:42:30 PM
Attachments:	somosbuildbam.org - Question Packet for Sanctuary at South Mountain.pdf

To: The City of Phoenix, The Principal and Development Team for Z-35-20-8 "Sanctuary at South Mountain"
From: SomosBuildBAM.org, a collective of concerned residents and neighbors
Date: July 15, 2020
Re: Unresolved Neighborhood Questions Respecting Z-35-20-8 "Sanctuary at South Mountain"

Hello,

In the interest of time and to have a full understanding of the response, the neighbors request a written reply to resolve the below unresolved neighborhood questions from the appropriate representative of Z-35-20-8 "Sanctuary at South Mountain". Additionally, we request that the City of Phoenix please add this list of unresolved neighborhood concerns to the case file.

We have recently organized ourselves into a pro-development group called SomosBuildBAM.org which basically signifies that from South Mountain to Southern Ave. we support building out Phoenix to the city-led and voter-approved Baseline Area Master Plan, which is part of the Phoenix General Plan.

Somosbuildbam.org is a grassroots collective of residents impacted by key development decisions within the Baseline Area Master Plan, the Baseline Area Overlay District, and the Mixed Use Agriculture Districts. The group originated in Bartlett Heard Ranch Estates, adjacent to the parels in question, and is actively receiving membership from all concerned residents within the South Mountain Village of Phoenix, AZ.

Somosbuildbam.org is concerned with having adequate time to assess this project's impact to the general health and safety of the neighborhood, the impact to our personal financial investments in South Phoenix, adequate acknowledgement of the area's formally recognized special heritage, and the consistency to which the City of Phoenix executes to the own stated (and voter-approved) vision for land use for the entire city and all her inhabitants.

We thank you for the opportunity to submit questions about this proposed project and look forward to receiving your written response. Like you, we desire for the vacant parcels on the southwest corner of 40th St. and Southern Ave. to be

developed agreeable to the Landowner, the City, and the impacted neighbors. We appreciate the good faith efforts of the City and the Landowners, with the Representative, to develop these two parcels of land in our community. Our questions are grouped and are attached below.

Thank you,
Sandy Bawden, BHRE
Van Jackson
Trent Marchuk
Alfonso and Fabiola Marquez
Patty McKinstry
Karen Mischlispy
Somosbuildbam.org

Safety and Health Concerns: Traffic Flows and Street Dept Design and Build Calendar:

1. We learned on Jul 15, 2020 that a Traffic Statement had been requested by the Developer. We are requesting the Statement from the City and also request time for the neighborhood to review it.
2. The City of Phoenix Street Planning and Design Guidelines may require a Traffic Impact Study for one or more of three reasons, including "the sensitivity of adjacent neighborhoods or other areas where the public may perceive an adverse impact." Bartlett-Heard Ranch Estates, being within 600 feet of this development, believes the proposal will create an adverse impact to local traffic, health, and safety. Additionally, the proposal, from the neighborhood resident's perspective, will have poor site access at an area believed to have a high rate of accidents, satisfying a second reason the city may require a Traffic Impact Study. Therefore, we formally request a Traffic Impact Study be conducted and reviewed with the neighborhood prior to moving forward. We believe this should include, at minimum, the streets fronting the proposed project on Southern, West Street adjacent to AAA Nursery, 40th Street, all egress and ingress points, and any traffic control safety lights or berming. Will the developer commit to working with the city and neighbors to resolve this unresolved concern?
    a. Though the site reportedly has parking for 440 cars, 17 more than the 423 required (at the sacrifice of ~3200 sq ft Open Space), we are concerned that another recent and substantially similar project by this Developer called Elux at Tromonto demonstrably did not foresee adequate parking, causing residents to park off property leading to safety issues that could also plague this site. What has been done differently for this project that addresses the lack of adequate parking in the Developer's previous project? If off-site parking became an unfortunate outcome of this project, where would the proposed future residents park their vehicles? How would the safety of those individuals and the neighborhood be impacted in that case? The city and the developer are requested to work with the residents and surrounding businesses to address these questions.
    b. If traffic mitigations are required, which year's City budget provides for any required mitigation or does the Developer pay for traffic modifications required to accommodate an additional 440 cars in just 15.7 acres at the corner of an already busy, and potentially dangerous, intersection?
    c. Please set up a meeting for the Streets Dept responsible party to review site and accident rates at 40th St. and Southern Avenue with the neighbors and the Police Dept.
3. According to the Comprehensive Bicycle Master Plan, Phoenix desires to be a world-class city for bicycling. Though a bike lane already exists, 40th/Southern does not currently have a lot of bike traffic. However, the city would like for that to change. A bike lane has recently been added down 32nd from Broadway to Southern and the city is working on a bike lane to connect 32nd to 40th via Roeser. The organic result is to encourage an increase in bike traffic down 40th St to give more residents of the South Mountain Village access to the preserve. From 40th St, we understand that the city plans to continue the canal trail on the south side of Baseline to connect with, among other things, the Beverly Trailhead and the bike lanes down 48th St into Ahwatukee. This would all naturally cause more bicycle traffic through the Southern and 40th St intersection. Has analysis been completed taking into account the city's desired increase in bicycle traffic relative to the safety of this proposal? What, if any, are the recommended mitigation plans to ensure bicyclist safety? Who pays for these mitigations?

Ratio of Built Environment to Open Space, both Private and Common to All Residents

1. Amount of Private Open Space: (total project square feet of all dwelling unit private yards.)
2. Amount of Built Nonrecreational Space: (total project square feet of all dwelling, covered parking, handicap parking, street parking, bike racks, refuse container areas, emergency vehicles/fire riser access and street setbacks and sidewalks.)

3. Amount of Common Area Open Space: (total project common area square feet designated pet friendly and/or kid friendly as well as the 5 largest continuous swaths and whether they are centrally located)
4. How did the Developer arrive at a minimum 5% of gross area for Open Space, aside from baselining the project to R-3? What factors determined R-3 would be an appropriate analogue?

Zoning Categories Included in the Planned Unit Development Rezoning Request from S-1 to PUD,

1. Equivalent Residential Zoning Categories: for example, acres of RE-6, RE-43, RE-2?
2. Equivalent Garden Office Zoning Categories
3. All presented zoning categories represented in the PUD with number of acres set aside for them.
4. Please demonstrate to the neighborhood, in lay terms, the reason(s) why the existing zoning designations (S-1 and C-2) are inadequate and therefore, for the larger good, should even be changed at all.
5. Would the Landowner and/or their Representative be willing to work with the neighbors and the city to find a mutually acceptable strategy for re-entitlement and development of these parcels?

Parcel Size, Lot Size, Dwelling Unit Square Footage

1. In the Project Overview, the stated desire is to “rezone approximately 17 acres”. Maricopa County Assessor lists 122-79-019B as 326,613 sq ft and 122-79-019C as 359,065 sq ft, for a total of 685,678 sq ft. This equates to 15.741 acres, not approximately 17 acres. At 12 units per acre, a claim of 17 acres would cause the lay person to believe the Developer could build up to 204 total units. Reportedly, the proposal is for 198 units and 440 parking spaces. (423 are required, but 17 more are added in place of ~3200 sq ft of landscaping.) At 12.58 du/acre, the requestor is actually planning to exceed the requested maximum allowable units of 12 du/acre even by their own fantastically lenient calculations and request! The point in this exercise is to show the appearance of deceitful tactics employed by the Developer in submitting this plan for neighborhood consideration. Do we misunderstand any of the above?
2. What are the proposed lot sizes in order to fit 198 units on 15.74 acres?
3. What are the proposed dwelling unit square footage in order to fit 198 units on 15.74 acres?
4. Is the Developer aware that all city leadership, including the Mayor and City Council, approved the land use of these parcels as Mixed Use Agriculture (MUA)? It was approved in 1996, amended in 1997, and then voted on by Phoenix constituents in 2005 and again in 2015, the latter with a 76% approval rate. Many residents have invested in South Phoenix trusting in these plans. What is the exigency to the city and the community that demands such radical significant deviation from the city’s own long-standing vision?

Single-Family Unit Character & Developer’s Previous Projects

1. Following up to the Developer’s stated desire for the multi-family dwelling units to look like single-family homes, will the Developer adhere to all design and development standards associated with single-family homes as stated in the MUA, BAOD, and Baseline Area Master Plan? If not please list out all proposed deviations such that we can determine how similar to single-family homes these units are really proposed to be.
2. Our analysis indicates the Developer’s usage of Single Family Unit terminology appears to mislead the neighbors from immediately recognizing this development as a multi-family rental development. Do we misunderstand?
3. A member of our organization went north to check out a development by the Developer called Elux at Tromonto. Very negative comments online from the residents. It appears this development has some

problems that required trenching through the buildings. We took pictures and will submit them upon request to substantiate the claims. As past performance is an indicator of future behavior, how are we not to suppose this level of poor design and build quality will also plague this project? Why should the neighbors not feel that embracing this project will compromise our health, safety, personal financial investments in South Phoenix, and irreparably degrade our community's heritage?

a. https://www.apartmentratings.com/az/phoenix/elux-at-tramonto_9199332346275182641/
    i. Report Card Grade: D (on the traditional A thru F scale) for abysmally poor renter ratings for noise quality, grounds, safety, office staff, and maintenance. The renters did rate the surrounding neighborhood decently well.
    ii. Specific reviews state that landscaping has been fully removed in parts of the development and are not being watered in other parts, cite safety concerns, poor build quality of materials and construction (units have cracks in ceiling and walls, poor quality cabinetry, etc), habitual practices of overdrawing renter's accounts on autopay, and excessive landscaping maintenance due to poor pipes..
b. https://www.google.com/search?q=Elux+at+Tromonto&rlz=1C1CHFX_enUS605US605&oq=Elux+at+Tromonto&aqs=chrome..69i57.334j0j9&sourceid=chrome&ie=UTF-8#lrd=0x872b63c52acc2c7d:0x7c467d31d5fab240,1,,,
    i. Multiple negative reviews focus on health concerns, poor build quality, poor grading w/ flooding issues, constant construction, deceitful business practices, poor parking, mold concerns, egregious amounts of dust, lack of cabinet space, and many upset residents in general.
c. https://www.yelp.com/biz/elux-phoenix
    i. A summary of the negative reviews include: parking being a nightmare, significant trenching and other construction issues caused by poor design, endless landscaping repairs, poor build construction, non-responsive management, and deceitful business practices.

Alignment to City Vision

1. Why is this project significantly deviating from the MUA District requirements, not only in max density, but in the following additional key areas. This proposed project is wholly unrecognizable as compatible with MUA.
    a. density
    b. development setbacks,
    c. landscaping setbacks,
    d. planting standards along the southern perimeter and west perimeter not adjacent to 39th St,
    e. landscaping setbacks for perimeter property lines not adjacent to a street,
    f. landscaping adjacent to a building,
    g. lowering open space to a measly 5% of gross area,
    h. the use of Section 702 for parking standards, omitting adoption of the MUA standards for parking
    i. the use of Section 705 for signs, omitting adoption of the MUA standards for signs
2. How does this project help the stated needs of the area as captured by all city leadership, including the Mayor, and ratified by their constituents twice, the latest with 76% approval? Stated otherwise, how does a highly dense residential rental development address the following officially stated concerns about this area?
    a. This area has a "housing supply that was similar in age to the city average, but with lower values and overcrowding".
    b. "The fact leads to the conclusion that pride of ownership exists in the area."

c. “The Roosevelt School District has six schools in the study area… three of the schools are at capacity; three are over capacity.” Overcrowding concerns were also formally mentioned in connection with South Mountain High School.
d. This area is “underserved by retail development, based on a Valley-wide average. Little vacant office space is available in the study area… interest in constructing single family developments is increasing.”
e. “Most schools and commercial developments in the Baseline corridor are in the central and western region. Historically, these were the population centers. As more people locate to the east, schools and retail centers will be needed there. As noted earlier, the schools pose a major challenge for the area.”
f. The “eastern third of the area (where these parcels are located) would contain a unique blend of agricultural, commercial, and residential uses including a flower garden preserve.”
    i. How will the Developer's use of exteriors and design elements with a nod to agricultural heritage adequately fulfill the city’s vision for this part of Phoenix?
    ii. How does the Developer adding a token florist and flower stand (shown as mobile in the proposal picture) adequately contribute to the vision and spirit of the Baseline Area Master Plan?
g. The Mixed-Use Agriculture “category is intended to help preserve the special character of the Baseline corridor while allowing appropriate development… Baseline has historically been an agriculture center with many acres in citrus, nurseries and flower gardens… The Mixed Use Agriculture classification recognizes the need to build on the area’s assets rather than blading it and replicating the standard subdivisions found throughout the valley.”
h. How do you reconcile this proposal against the Baseline Area Master Plan formally recommending the developable land in this area be just 4% 10-15 dwelling units per acre while recommending on the other hand that 40% of the developable land be 0-2 dwelling units per acre?
i. The eastern and central portions of the Baseline Area will experience shortages of parks and recreation facilities as the population grows
j. “The 0-2 classification (dwelling units per acre) is placed on developable properties… in areas where low density is the established development pattern.”

From:	Sandy Bawden
To:	Enrique A Bojorquez-Gaxiola
Cc:	Trent Marchuk; Patty & Bruce McKinstry; Karen Mischlispy & Sue Beyer; Van Jackson; Samantha Keating
Subject:	SMVPC Meeting August 11, 2020
Date:	Friday, August 7, 2020 9:47:36 AM

Good morning Enrique,

I hope you are doing well today.

I am writing in regards to the SMVPC meeting on next Tuesday, August11, 2020. I am pro development and would like to see the property on the southwest corner of 40th Street and Southern to be developed, but I am opposed to the proposed multi family rental development.

This proposal does not align to the City's stated vision for the land since 1996, which has been voted on twice with the last time receiving 76% approval. The development of these two parcels will set precedent for the remaining developable land south of Southern from 40th St down to 24th St. The BAM and BOAD were developed to formally recognize the special heritage to our area. This development does not do that. Where are our new shopping and retail areas and nice sit down restaurants that residents in this area are waiting for? Not to mention the horrible traffic this proposal will bring.

I am concerned about the additional amount of traffic this will generate. An estimated 450 additional cars will be added to our already overburdened traffic infrastructure with an estimated additional 1,500+ trips a day.

I reiterate that I want to see this property developed, but not in this way. I would like to waive my time to speak during the meeting and instead give my time to Trent Marchuk.

Thank you for your assistance, Enrique.

Respectfully,

Sandy Bawden

July 16, 2020

To all in attendance this evening,

Good evening, my name is Sean Kelly. I want to first say thank you to the Brown Group for their interest in the development of the vacant property discussed here tonight. I also want to thank Withey Morris, the South Mountain Community members and my fellow neighbors for making time to virtually attend this meeting and giving me the opportunity to speak this evening.

My wife and I were raised here, in the South Phoenix area. We were married just down the street at The Secret Garden, a place that represents the unique and beautiful history of South Phoenix. We've owned multiple homes in the area, but Heard Ranch is where we sought to lay down our roots and begin a family. A simple drive through our neighborhood streets will tell you why we, and our fellow neighbors, are passionate about what happens in our community.

Our property sits within 600 feet of this proposed development. We've made significant personal and financial investments in this neighborhood and community, with the vision that this space remains a sanctuary in which our family can flourish. We are actively involved at Awakening Seed School, which is located within 500 feet of the proposed development. My wife is the President of the Awakening Seed Parents' Association and I am an active member of the Board of Directors. Our children are active in South Phoenix Sports Leagues, participants of the community garden at The Farm on 32nd street, and avid participants of all available events at the South Mountain Community Library. Our ties to South Phoenix are strong and our roots in this neighborhood strengthen by the day. I hope by briefly describing my family's history and connection to this neighborhood, I shed light on how invested we are in the Baseline Area Master Plan, the Baseline Area Overlay District, Mixed Used Agricultural Districts, and South Phoenix in general. We are committed to this area, to Heard Ranch, and we need answers to our unresolved concerns about how this development will impact our neighborhood.

My request here tonight is for time. Time for my family to do our due diligence to confirm our local investments are not negatively impacted. Time for our neighborhood to obtain answers from the developer to help us better understand how the development improves our beautiful neighborhood. Time for the developer and the community to collaborate on the final details of the development to ensure all personal concerns are addressed. And finally, time for all parties to ensure this development positively impacts the safety and health of the families that have already established this community as their home.

Sincerely,
Sean Kelly
602-361-2196

From: Sue Bowman
To: Enrique A Bojorquez-Gaxiola
Subject: Subject: "Resident Opinion: SMVPC Informational Meeting for Z-35-20-8 and GPA-SM-1-20-8"
Date: Wednesday, August 12, 2020 2:33:41 PM

Hi Enrique

I am writing to share my opinion about the proposal at 40th St and Southern Ave (Z-35-20-8 and GPA-SM-1-20-8). I do not support this proposal. Thank you Freddie Sue Bowman

From:	Tanis June Earle
To:	Enrique A Bojorquez-Gaxiola
Cc:	Tanis Earle
Subject:	Resident Opinion: SMVPC Informational Meeting for Z-35-20-8 and GPA-SM-1-20-8
Date:	Saturday, August 8, 2020 11:43:33 AM

To be read out loud as "my request to speak" for the 08/11/2020 SMVPC meeting.

Greetings SMVPC,

Re: Proposal at 40th St and Southern Ave (Z-35-20-8 and GPA-SM-1-20-8).

During the 07/16/2020 virtual neighborhood meeting with developers, I asked about allowed occupancy standards for single family rental units. For example, what would be the limit of how many people could live in a 1 bedroom? How many people would be the maximum allowed to live in a 2 bedroom? What would be the maximum allowed occupancy of a three bedroom? And how would this be enforced? The developer replied that he wasn't sure of the numbers but that occupancy limits would be determined by using the City standard allowance.

When I looked up the City of Phoenix laws about this I found the following: 2 people per bedroom plus 1 person. So a 1 bedroom can have 3 people, a 2 bedroom can have 5 people, and a 3 bedroom can have 7 people. Then, there is mention of children under 13 not counted.

Developer is proposing 198 dwellings with 80% being one and two bedrooms and 20% being three bedrooms - just do the math. The legal limit of occupancy for this development is 912 people and that does not count any children 13 or younger. Of course not every dwelling will be maxed out but I would wager that a majority of them will. That's WAY TOO HIGH of a potential population density on 17 acres for health and safety (traffic) and the preservation of heritage and design of the surrounding Bartlet Heard Ranch neighborhood. In addition, where are all those people to go for their outside exercise and enjoyment? Why, the equestrian trails and quiet rural streets of the Bartlett Heard Ranch are perfect! So rather than stay in the confines of their crowded, gated community - Bartlett Heard Ranch, being open and non-gated, will become the perfect playground destination! I will stress that Bartlett Heard Ranch is open and non-gated precisely because we do embody the spirit of a shared community and we do welcome and encourage that others enjoy our neighborhood. However that much tremendous increase in population, foot traffic and vehicular cut through traffic will ruin the quiet rural environment of Bartlett Heard Ranch neighborhood. This population density is not appropriate, nor in the interest of preservation of heritage or alignment with City vision.

198 homes
40% 1 bedroom (3 people) = 79
40% 2 bedroom (5 people) = 79
20% 3 bedroom (7 people) = 40
3x79=237
5x79=395
7x40=280
Grand Total (not counting 13/under) 237+395+280 = **912**

As owners of property in Bartlett Heard Ranch, my husband and I DO NOT SUPPORT this development.

Thank you,

Tanis & Ambrose Earle
3602 E Vineyard Rd
Phoenix, AZ 85042
602.469.0617
tanis.earle@gmail.com

From:	Thom Bawden
To:	Enrique A Bojorquez-Gaxiola
Subject:	Case 35-20-8 40th St and Southern Ave.
Date:	Monday, August 10, 2020 2:17:16 PM

Hello Enrique,

I am Thom Bawden. I live at 3232 E Vineyard Rd, Phoenix, AZ 85042. Please add my name to the list of neighbors who are in opposition to the proposed development at the property on the southwest corner of 40th St and Southern Ave. and make this part of the official case file.

This proposal does not align to the City's stated vision for the land since 1996, which has been voted on twice with the last time receiving 76% approval. The development of these two parcels will set precedent for the remaining developable land south of Southern from 40th St down to 24th St. The BAM and BOAD were developed to formally recognize the special heritage to our area. This development does not do that and should not be allowed.

I am concerned about the additional amount of traffic this will generate. An estimated 450 additional cars will be added to our already overburdened traffic infrastructure with an estimated additional 1,500+ trips a day along with other negative impacts. .

I want to see this property developed, but not in this way, but in ways that improve the South Phoenix area and complement and enhance South Mountain Park and Preserve, one of the largest municipal parks in the nation.

I look forward to meeting you in the future.

Thank you,

Thom Bawden

From:	Trent Marchuk
To:	Enrique A Bojorquez-Gaxiola
Subject:	8/11/20 SMVPC Statement on Z-35-20-8 by somosbuildbam.org
Date:	Wednesday, August 12, 2020 9:41:15 AM

Hi Enrique,

Please enter the following statement into the case files for Z-35-20-8 and GPA-SM-1-20-8.

The following statement was read during the Information Only meeting of the South Mountain Village Planning Committee on Aug 11, 2011 for agenda item #9 on Z-35-20-8.

Subject: 8/11/20 SMVPC Statement on Z-35-20-8 by somosbuildbam.org [somosbuildbam.org]
Date: Aug 11, 2020

Chairperson Patricia Trites and the South Mountain Village Planning Committee,

Thank you for volunteering your time and energy to listen to the neighborhood questions and concerns about these projects. We really do appreciate your hearing our perspectives and your dutiful representation.

We also express appreciation for Withey Morris for their attempts at bridging the gaps between the Applicant's contumacious position and the Neighbors' unresolved concerns. My personal esteem for Mr Morris has increased through this process.

Hello, my name is Trent Marchuk. I am the spokesperson for the 136 member pro-development resident collective called somosbuildbam.org [somosbuildbam.org] covering the Baseline Area Overlay District. I recognize the neighbors who have yielded their time to me: Sandy, Van, and Karen. Thank you.

The ask for the South Mountain Village Planning Committee tonight from our collective is simple and clear: Reject this proposal in its entirety.

In the interest of time, I will speak to the most egregious failings of this proposal relative to the long-standing vision for our community. Please add this statement to the City's case files for Z-35-20-8 and GPA-SM-1-20-8.

I will preface my remarks this evening by reinforcing the novel nature of three unique documents, including attending ordinances, that guide planning and development for South Phoenix. Let's pause for a moment. Our community leaders achieved development guidelines and governance that is distinctly and positively

unique to South Phoenix. We are obligated to maximize the potential of these assets, because we can - and even have begun to - build a wonderful foundation upon it!

The Baseline Area Master Plan, the Baseline Area Overlay District (Section 651) and the Mixed Use Agriculture District (Section 649) are gifts, hard fought and won, by the leaders who emerged from *within* our community. Calvin Good is reported to have said that districting is the best way for the people to have a voice in the city.

The Mixed Use Agriculture (MUA) District is among the least understood, because it only comprises 773 acres of the ~25,600 acres of our district. That is only three one hundredths of a percent of our district's geography - and only less than 15% of the Baseline Area Overlay District. However, the MUA remains critical to distinguishing South Phoenix in a positive way - especially as relates to the Del Rio project approved by the SMVPC tonight. We cannot stress sufficiently how complementary MUA is to Del Rio. Therefore, the token references to MUA in this PUD is, in itself, disqualifying and frankly an offense to the legacy of *our very own* South Phoenix community leaders.

The ask of the Village tonight is reiterated: Reject this proposal in its entirety.

In short, this proposal falls woefully short of the City's stated vision and District Overlay requirements that guide planning for our District and, specifically, these two parcels: the Baseline Area Master Plan, the Baseline Area Overlay District and the Mixed Use Agriculture District. We take issue with this PUD proposal failing these three main documents that are integral to guiding the planning for our District. As such, nearly a month ago we submitted a number of unresolved concerns to the Applicant, included also in the case file, and have been promised a written reply to each question. Unfortunately, today's presentation is largely the same as July 16; the neighbors have been ignored.

As it did on July 16, this proposal continues to not meet the standards contained within the established documents that guide our District's planning, inclusive of these two specific parcels, cited above. These deficiencies are so thorough and widespread that they are disqualifying.

- Maximum Density - **Fail**
- Lot Size - **Fail**

Building Setbacks **Fail**

- Maximum Lot Coverage - **Fail**
- Minimum Landscaping Setbacks - **Fail**
- Planting Standards - **Fail**
- Parking Setbacks - **Fail**
- Landscape Adjacent to a Building - **Fail**
- Parking Lot Standards - **Fail**
- Open Space - **Fail**
- Building Design - **Fail**
- Development Layout - **Fail**
- Treatment Along Arterials - **Fail**
- Streets Classifications of the intersection and adjacent midblocks - **Fail**

Due to the near ubiquitous failings of this proposed PUD relative to the three main documents that guide and/or govern our District's planning, and the Applicant's refusal to incorporate neighborhood feedback in any meaningful way, we collectively and categorically beseech the South Mountain Village Planning Committee to Reject this proposal in its entirety.

As many of the committee members and chairperson have already said tonight: this is a good project, just in the wrong location.

Respectfully submitted,
Trent Marchuk
somosbuildbam.org [somosbuildbam.org]

From:	Trent Marchuk
To:	Enrique A Bojorquez-Gaxiola
Cc:	Patty & Bruce McKinstry; Patty Mckinstry; Karen Mischlispy & Sue Beyer; Sandy Bawden; Van Jackson; Somos BuildBam
Subject:	Nieghborhood Request for Proposal Rejection (Z-35-20-8 and GPA-SM-1-20-8)
Date:	Monday, November 2, 2020 11:49:25 AM

Hi Enrique,

We hope this note finds you well. Please add the below to the case file for Z-35-20-8 and GPA-SM-1-20-8 and share with the South Mountain Village Planning Committee (SMVPC) in advance of the SMVPC meeting on Nov 10.

Somosbuildbam.org has conducted analysis of the second submission for the development proposed at the southwest corner of 40th St and Southern. Additionally, we have talked to a number of neighbors on the revisions.

In short, the neighbors do not support this proposal; we request the City reject this proposal in its entirety.

The adjustments made between the first proposal and the second proposal are largely symbolic and the proposal remains substantially the same. The simplest way to see this is to lay the site plans from both submissions side by side. They are nearly identical.

The proposal continues to make a mockery of the Mixed Use Agriculture (MUA) District [phoenix.municipal.codes] and Baseline Area Master Plan, it is woefully overly dense at 460% over the density allowance, and completely disregards the C-2 stipulations [somosbuildbam.org] governing the north parcel since 1997. These C-2 stipulations were put in place by the City in conformance with the MUA and Baseline Area Master Plan and the neighbors strongly request they be honored..

Additionally, this second proposal does not reflect input from the neighbors, despite multiple attempts to share our concerns and come to resolution. The Applicant was requested to re-engage the neighbors when the Applicant had a proposal that reflected a sincere attempt at reconciliation. Instead, the Applicant has elected not to engage in further discussion with the neighbors, the Applicant has not kept their promise of a second neighborhood meeting as the next step following the first information session, and instead the Applicant is attempting to move forward to a second information session while actively disregarding the neighbors' legitimate concerns founded in existing land use regulations on the two parcels.

As it did on July 16 and August 11, this proposal continues to not meet the standards contained within the established documents that guide our District's planning, inclusive of these two specific parcels. These deficiencies are so thorough and widespread that they are disqualifying:

Conformance to MUA: **Fail**. Board and batten building materials and a flower stand w/ token open space tucked along the edges do not epitomize the intent of the MUA. (p 32 of BAM: "(MUA is) intended to keep a very open, rural atmosphere even as uses in the area expand beyond those found in most agricultural regions near Phoenix... (including) wide setbacks from rights-of-way, avoidance of parking between the street and any structures, clustering of buildings, and use of open fencings.") The proposal's setbacks are insufficient,

does not avoid parking between the street and any structure, and does not cluster the buildings per the BAM (ie avoid long blocks with the same setbacks and house designs. It creates a monotonous feeling to the neighborhood.) The very open, rural atmosphere intended to be preserved in the MUA is disregarded in this proposal.

Use. **Fail** All existing regulations on these two parcels are explicitly intended for single family residences if the land is to be used for residential purposes (see MUA, C-2 w/ stipulations, and S-1). None of the existing regulations envision Multi-family use for these two parcels.

Building Height. **Fail**. The C-2 with stipulations (governing the north parcel) sets max building height at 26 feet. Proposal asks for 30 ft.

Density. **Fail** Max density in MUA is 2 du/acre. Proposal is for 11.2 du/acre (460% increase).

Maximum Lot Coverage. **Fail**. The C-2 with stipulations (governing the north parcel) sets max lot coverage at 20% for commercial use only. The stipulations defer to the BAM in areas silent, which would be 10% lot coverage for residential - and a whole host of other restrictions not adhered to in this proposal. See p 34 of the BAM. Proposal asks for 35%.

Open Space: **Fail**. No central common open space open to the public; central common open space is not visible from the main entrance

Vehicle Parking. **Fail**. The C-2 with stipulations (governing the north parcel) states parking shall be set back a minimum of seventy-five (75) feet from the public right away (per stipulation the ROW extends 40 feet from west side of 40th St). Therefore, parking shall be setback a minimum 115 feet from 40th St and 75 feet from the remaining perimeters of the property. This is disregarded in the proposal.

Detached Sidewalks. **Fail**. The C-2 with stipulations (governing the north parcel) states the applicant shall dedicate 10-foot wide sidewalk easements for the south half of Southern Avenue and west half of 40th St. That a 30 foot wide landscaped strip shall be provided along all perimeters of the property. This is disregarded in the proposal.

Building Setbacks. **Fail**. The C-2 with stipulations (governing the north parcel) states the west perimeter property line and interior property line setbacks shall be 30 feet. The proposal sets these setbacks at 20 ft and 15 ft.

Lighting. **Fail**. Although the MUA light requirements are met, the lighting requirements for the C-2 w/ stipulations are not met, which states: "That the parking lot shall have low-level shielded lights. That parking light poles shall be limited to 25 feet in height and the pales within 150 feet of any residential zoning shall be no larger than 13 feet. That no more than one foot candle of light be detectable at the property line. That poles along abutting residential districts shall have house side shields."

Landscape Setbacks. **Fail**. The C-2 with stipulations (governing the north parcel) states minimum landscape setbacks from 40th St shall be 30 ft and from the west perimeter and interior perimeter shall be 30 ft. The proposal sets these setbacks at 20 feet and 10 feet.

Required Landscape Strip. **Fail**. The C-2 with stipulations (governing the north parcel) states there shall be a 30 foot wide landscaped strip shall be provided along all perimeters of the property. This is disregarded in the proposal.

Treatment Along Arterials - Fail. This is disregarded in the proposal.

Streets Classifications of the intersection and adjacent midblocks - Fail. This is disregarded in the proposal.

Due to the continuing failings of this proposed PUD relative to the main documents that guide and/or govern our District's planning, and the Applicant's refusal to incorporate neighborhood feedback in any meaningful way, we collectively and categorically beseech the South Mountain Village Planning Committee to Reject this proposal in its entirety.

Thank you,
Trent Marchuk
somosbuildbam.org [somosbuildbam.org]

From:	Trent Marchuk
To:	Enrique A Bojorquez-Gaxiola
Subject:	11/10/20 Prepared Statement for Z-35-20-8 and GPA-SM-1-20-8
Date:	Tuesday, November 10, 2020 8:33:12 PM

Hi Enrique,

Please share the below with the SMVPC and add the below statement to the City's case files for Z-35-20-8 and GPA-SM-1-20-8.

Thank you,
Trent

Nov 10, 2020

Chairperson Patricia Trites and the South Mountain Village Planning Committee,

Introduction

Hello, my name is Trent Marchuk. I am the spokesperson for the pro-development resident collective called somosbuildbam.org [somosbuildbam.org] covering the Baseline Area Overlay District. I recognize the neighbors who have yielded their time to me so that we may speak in an unified and efficient manner. Thank you.

The ask for the South Mountain Village Planning Committee tonight from our collective is simple and clear - and the same as it was on Aug 11, 2020: Reject this proposal in its entirety.

This request is made for three reasons:

1. The Applicant's continued failure to meet the City's stated vision and the existing land use regulations,
2. The Community needs to rely on and trust in documents provided by the City to guide their major decisions,
3. The Applicant's stated ability to develop these two parcels as-is.

1. Continued failings relative to the City's stated vision and existing land use regulations

In the interest of time, the Village and the neighbors have been provided, in advance, an updated and extensive list of the continued failings of this proposal relative to the documents governing the land. (See case file.)

In addition to reviewing that content in detail, we ask that the SMVPC simply place the site plans of both proposals side by side. Visually, you will easily see that they are substantially similar and remain unacceptable.

High-level, I will summarize that the complementary nature of the MUA and the existing C-2 stipulations continue to be openly disregarded in this proposal. The most egregious example is the Applicant's request to increase density allowance by 460% (2 du/acre to 11.2 du/acre!). Additionally, the lot coverage is too high, setbacks are too low, the proposal does not avoid parking between the street and any structure, and does not cluster the buildings per the Baseline Area Master Plan (i.e. avoid long blocks with the same setbacks.) This proposal creates a dense, monotonous feeling to the neighborhood and the very open, rural atmosphere intended to be preserved though the Baseline Area Master Plan is fundamentally gutted.

If this proposal were to be approved, the north half of the MUA - along Southern from 40th St to 24th St - would set a dangerous precedent for the undeveloped land in the district. Preservation of the MUA is complementary to the AZ Fresh Project currently underway in our Village. We look forward to the MUA district continuing to be developed to the City's 20+ year stated - and voter-approved - vision.

2.

The Community needs to rely on and trust in the documents provided by the City to guide their major decisions.

Our governing land use documents have enabled South Phoenix to attract diverse investors. This proposal would gut our governing documents and undermine confidence in a reliable development plan.

This would be egregious to everyone, but put yourself in the shoes of Fabiola and Alonso Marquez. They own a body shop in South Phoenix and invested in a vacant, dilapidated structure off 40th St and St Catherine, and transformed it into a beautiful home for their extensive family. We could also recount stories of fundamental transformation within and commitment to the MUA by Raj Chotalla, Bereket Gebre-Egziabher, Sean and Candace Kelly, Todd and Kelly Bowman, Pastor Curt and his wife Jan Gentry, Roque and Maria Yanez, and others who have relied on the governing documents to invest in South Phoenix. On their behalf, I simply ask: Are these governing documents enforceable and reliable?

The community this proposal negatively impacts is a diverse mix of Latino, Middle Eastern, African, and European descent who are working class, military veterans, religious leaders, and community activists. We are hard working individuals who have committed to South Phoenix and we rely on the existing documents governing land use to guide our decisions.

The SMVPC has done a great job in preserving the MUA and Baseline Area Master Plan south of Baseline. We rely on your commitment to match our commitment. Help us maintain the remainder of the MUA and faithfully execute the fullness of the Baseline Area Master Plan.

3. **The Applicant's stated ability to develop these two parcels as-is.**

In mid Aug, the Applicant and I spoke on two occasions: Friday, Aug 14 and Monday, Aug 17, 2020.

The Applicant said either the neighbors allow this proposal to go through or she would “bulldoze the neighbors” and develop a charter school on the south parcel and put the worst possible development on the north parcel. (“[The Applicant] mentioned the possibility of gun stores, a large QT gas station, or other options she considered to be undesirable to the neighbors”)

After sharing the Applicant’s ultimatum with many neighbors, per the Applicant’s request, the neighbors have provided the following response:

The proposed high-density residential, rental community is a non-starter. Due to the ultimatum, signaling that the Applicant has viable alternatives to this proposal, we are not impeding her ability to develop the property.

Conclusion

The ask of the Village tonight is reiterated: Please, Reject this proposal in its entirety for the following reasons:

1. The Applicant’s continued failure to meet the City’s stated vision and the existing land use regulations,

2. The Community needs to rely on and trust in documents provided by the City for major decisions,

3.

The Applicant's stated ability to develop these two parcels as-is.

As many of the committee members and chairperson have said since Aug 11, 2020: this is a cute project, just in the wrong location.

I would ask the committee and Mr Morris to consider the harm he is doing by bringing the same failed proposal to the Village now twice. The harm he is inflicting by facilitating the Applicant to “bulldoze”, to use the Applicant’s own semantics, both the neighbors and the Village.

Mr Morris, we respect your ability to understand the zoning regulations and we look forward to you bringing a proposal inline with the existing design and development standards. This proposal has a density request 460% greater than what MUA allows. It has been and continues to be a failed proposal for this location.

This is an “Information Only” session and the neighbors are trying to be respectful of everyone’s time. That is why many formally asked for a single voice to represent their interest. There are many more in the community who have expressed their agreement with the position I have represented tonight. If this proposal continues, we will organize further in opposition.

Let’s avoid further contention, be reasonable, and just play by the established rules. The ask of the Village tonight is reiterated: Please, Reject this proposal in its entirety

With the number of people who yielded their time, further bolstering the neighbors’ desire to be respectful to the Village and Community, I may have actually finished in half the allotted time!

Respectfully submitted,
Trent Marchuk
somosbuildbam.org [somosbuildbam.org]

July 16, 2020

Dear Ms Bleam, et al,

Hello, my name is Trent Marchuk. Thank you for taking interest in developing the vacant lots at the southwest corner of 40th St and Southern Ave (Z-35-20-8, “Sanctuary at South Mountain”). I strongly echo the neighbors’ requests for follow-up neighborhood meeting(s) to resolve the unresolved concerns prior to this project moving forward. I am also requesting this statement be added to the City’s case file.

My family and I moved to Bartlett Heard Ranch Estates (BHRE) from Ahwatukee last summer. My wife was born and raised in South Phoenix, first living off Central and Roeser and then 40th St and Baseline, where her parents still reside. For many of the reasons I love my wife, I have also fallen in love with South Phoenix - in particular the Baseline Area Overlay District (BAOD) in the South Mountain Village. We have four daughters under six, plan to raise them here and retire here - therefore we have made, what is to us, significant financial investments in South Phoenix relying on the city’s stated land use plans. BHRE is evolving, now with at least a half dozen families with young children (and counting!) laying roots here.

I am also the local Bishop of our church congregation with geographical boundaries covering Central Ave to 40th St and South Mountain to the Salt River. The BAOD covers a significant portion of the 559 members of my congregation. I do not speak to you today in my official ecclesiastical capacity, however as a citizen I remain actively concerned with how this area develops for their sake as well as my own. How these two parcels develop will set a precedent for how the rest of the developable land south of Southern changes from 40th St to 24th St, which will greatly impact those over whom I have stewardship to watch over both their spiritual and temporal well-being. We cannot look at this proposal in isolation.

Jointly with my neighbors in BHRE, we have created a resident collective called somosbuildbam.org for all our neighbors in the BAOD. This group has already grown beyond BHRE. Please go to our website to learn more and to connect with us. We are a pro-development grassroots collective of residents impacted by key development decisions within the Baseline Area Master Plan, the Baseline Area Overlay District, and the Mixed Use Agriculture Districts.

As such, we have submitted a number of unresolved concerns to the requestor, included also in the case file, and have formally asked for a written reply to each question. We are concerned with having adequate time to assess this project's impact to the general health and safety of the neighborhood, the impact to our personal financial investments in South Phoenix, adequate acknowledgement of the area's formally recognized special heritage, and the consistency to which the city of Phoenix executes to its own stated (and voter-approved) vision for land use for the entire city and all her inhabitants.

We look forward to working with the city and the development team to resolve these unresolved concerns. Therefore, I echo my neighbors’ strong requests for follow-up meeting(s) whereby we can resolve the unresolved neighbor concerns prior to this project moving forward.

Sincerely,
Trent Marchuk
602.499.9594

From:	Trent Marchuk
To:	hannah@witheymorris.com; Enrique A Bojorquez-Gaxiola; Samantha Keating; Pattihoash@gmail.com; Greg Brownell; Gene Homerud; josephlarios@gmail.com; Muriel Smith; Shelly Smith; Council District 8 PCC; Mayor Gallego
Subject:	40th ST. and Southern Ave. Z-35-20-8 and GPA-SM-1-20-8
Date:	Tuesday, July 21, 2020 5:09:55 PM

Hello,

My name is Trent Marchuk and I am a homeowner who lives at 3731 E Saint Anne Ave, Phoenix, AZ 85042. I am writing to share with you my perspective on the proposed development on the Southwest corner of 40th St and Southern Ave. Please add this to the official case file for "40th ST. and Southern Ave. Z-35-20-8 and GPA-SM-1-20-8".

Although I am pro-development, and want my community in South Phoenix to grow and flourish, I can not and do not support this proposal for at least three reasons:

1) I am concerned with the safety issues that inevitably will come with densifying this land. Bringing nearly 450 cars into just 15.7 acres will strain our already over-burdened infrastructure and resources. Traffic is already horrible enough, our schools are overcrowded, and we still lack adequate retail, office, and parks/recreation options in our community.

2) This proposal does not align to the City's stated vision for the land since 1996, which has been voted on twice with the last time receiving 76% approval and would address the lacks stated above. I have made personal financial investments in South Phoenix trusting in this stated plan.

3) How these two parcels develop will set precedent for the remaining developable land south of Southern from 40th St down to 24th St. Further densification will exacerbate our community resources and infrastructure, as well as gut our formally recognized special heritage..

Therefore, I strongly request that this proposal be denied by the South Mountain Village Planning Committee, City Council and the Mayor.

Thank you,

Trent Marchuk
3731 E Saint Anne Ave
Phoenix, AZ 85042
602.499.9594

Enrique A Bojorquez-Gaxiola

From: Trent Marchuk <trentchristopher@gmail.com>
Sent: Friday, November 20, 2020 1:51 PM
To: Enrique A Bojorquez-Gaxiola
Cc: Somos BuildBam
Subject: Re: 11/19/20 - Phone Conversation Z-35-20-8 and GPA-SM-1-20-8.

Hi Enrique,

In follow-up to the below allegation by Scott Curtis, I feel it is incumbent to demonstrate the pro-development nature of our collective somosbuildbam.org [somosbuildbam.org] based on fact and action.

Please add the following also to the case file for Z-35-20-8 and GPA-SM-1-20-8.

In summary, there are five instances outlined below where somosbuildbam.org [somosbuildbam.org] has demonstrated a pro-development stance - including one proposal that sought to densify a parcel not far from Bartlett Heard Ranch Estates. There is only one development proposal for which somosbuildbam.org [somosbuildbam.org] has been formally against, and that is the failed proposal at 40th St and Southern Ave. Therefore, it can be consistently supported with evidence that somosbuildbam.org [somosbuildbam.org] is pro-development. The overarching theme for if somosbuildbam.org [somosbuildbam.org] supports a proposal has consistently been whether or not that proposal meets the city's established vision and the existing land use regulations.

- Z-8-19-8: 550' EAST OF SE CORNER OF SOUTHERN & 32ND ST
    - Our resident collective offered formal support for this proposal
    - We offered potential stipulations that could mitigate the conflict between the land owner and neighbors, including use permits for the proposed green waste use.
    - However, we ultimately support this rezoning application because it largely conforms with the Baseline Area Master Plan
- 3150 E Baseline Rd - Zoning Adjustment [Approved w/ Stipulations]
    - Our resident collective formally supported this proposal, which included significant densification, because it largely conformed with the Baseline Area Master Plan
- Z-23-20: NW CORNER OF SOUTHERN & 38TH ST
    - Our resident collective actually asked me to speak to the SMVPC on this proposal before it was approved.
    - We formally registered support for this development as it would retain a good employer in the area
    - We asked for the city to consider the traffic impacts of this proposal in conjunction with proposal Z-35-20-8 prior to approving, since the two proposals are geographically proximate.
    - However, we were understanding when that request was denied as the development was in conformance to the General Plan and the city's stipulations were robust.
- Z-46-20-8: Removing Historical Preservation designation off parcel NE corner 30th St and Southern
    - Although we did not formally opine on this case, there were neighbors who asked our collective to fight this proposal.
    - We looked at the case and decided not to fight it as it seemed to be pretty clearly supported by the land use regulations and vision of the city, plus it would open up a development opportunity.
    - We look forward to understanding (and hopefully supporting) whatever will be developed there
- AZ Fresh Project
    - Our collective has made now two formal positive references in our presentation to the Village in support of the AZ Fresh project
    - We also highlight the complementary nature of MUA to AZ Fresh.

Thank you,
Trent Marchuk
somosbuildbam.org [somosbuildbam.org]

On Fri, Nov 20, 2020 at 10:11 AM Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov> wrote:

> Good morning Trent,
>
> How are you? Thanks for this correspondence on case Z-35-20-8 and GPA-SM-1-20-8. I will add it to the case files for each of these!
>
> Regards,
>
> **Enrique Bojórquez-Gaxiola**
>
> Planner II – Village Planner
>
> City of Phoenix
>
> Planning & Development Department
>
> Long Range Planning
>
> 200 W. Washington Street
>
> Phoenix, AZ 85003
>
> **Office:** (602) 262-6949
>
> PLANNING & DEVELOPMENT PRESERVE SHAPE BUILD
>
> ***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.***

Enrique A Bojorquez-Gaxiola

From: Trent Marchuk <trentchristopher@gmail.com>
Sent: Monday, January 11, 2021 10:49 PM
To: Enrique A Bojorquez-Gaxiola
Cc: Somos BuildBam; Patty & Bruce McKinstry; Patty Mckinstry; Karen Mischlispy & Sue Beyer; Sandy Bawden; Van Jackson
Subject: Re: Alternative Locations: 7+ million sq ft within 4 Miles of 40th & Southern Ave - Z-35-20-8 and GPA-SM-1-20-8

Hi Enrique,

I would like to correct a misstatement below.

Original: This email illustrates that there are multiple nearby alternative options of undeveloped land (within the South Mountain Village and outside of the Village) where this project would actually fit within the established General Plan - no amendment would even be needed in many cases

Corrected: This email illustrates that there are multiple nearby alternative options of undeveloped land (within the Baseline Area Overlay District (BAOD) and outside of the BAOD; all alternatives are within the South Mountain Village) where this project would actually fit within the established General Plan - no amendment would even be needed in many cases

Thank you,
Trent Marchuk

On Tue, Dec 29, 2020 at 9:08 PM Trent Marchuk <trentchristopher@gmail.com> wrote:

> Hi Enrique,
>
> Hope your Christmas was full of cheer and you are gearing up for a Happy New Year!
>
> As requested, please find attached the pdf version of the email, with graphics.
>
> This email illustrates that there are multiple nearby alternative options of undeveloped land (within the South Mountain Village and outside of the Village) where this project would actually fit within the established General Plan - no amendment would even be needed in many cases. We have high confidence that additional alternatives could better be found (perhaps closer to the TOD?) by a trained planner - or by someone who is actually active in real estate within our Village. As such, kindly share this email with the SMVPC, if you wouldn't mind.
>
> The neighbors look forward to reviewing the third iteration of the narrative once it is presented to the city; the Applicant continues to iterate unilaterally sans collaboration with the neighbors.
>
> Per my conversation with Scott Brown on Nov 19, 2020, contemporaneous notes added to the case file, the neighbors offered to collaborate with the Applicant when a novel site plan could be presented to the neighbors, as they reasonably should not be expected to debate for a fourth time the same failed proposal. The offer still stands as the neighbors are desirous for the land to be developed in a manner beneficial to the Village, to the City, to the Residents, and to the Applicant.
>
> Also, hopefully when this next iteration is submitted, the neighbors will (finally!) receive the responses to our many questions posed back in July 2020, per the Applicant's last email on the subject dated Dec 3, 2020.

Alternative Locations: 7+ million sq ft within 4 Miles of 40th & Southern Ave - Z-35-20-8 and GPA-SM-1-20-8

Trent Marchuk <trentchristopher@gmail.com> Mon, Nov 23, 2020 at 3:33 PM
To: Enrique Bojorquez <enrique.bojorquez-gaxiola@phoenix.gov>
Cc: Somos BuildBam <somosbuildbam@gmail.com>, Patty & Bruce McKinstry <pjmckinstry@q.com>, Patty Mckinstry <pjmckinstry@icloud.com>, Karen Mischlispy & Sue Beyer <sbeyer3582@aol.com>, Sandy Bawden <skb5775@gmail.com>, Van Jackson <vanjacksonaz@gmail.com>

Hello Enrique,

Please add this email to the case file for Z-35-20-8 and GPA-SM-1-20-8. Kindly also share this analysis with the SMVPC.

Somosbuildbam.org has cross-referenced alternative contiguous vacant parcels in the South Mountain Village with the General Plan. Being pro-development, and desirous that this proposal be developed in an appropriate location, we looked for 17+ contiguous gross acres zoned - or officially envisioned - for multifamily residential.

According to the Maricopa County Assessor's Office, within 4 (four) miles, we found over 6 (six) *million* square feet of land within the South Mountain Village that appears both undeveloped and that is suitable to the land uses of: "Commercial" or "10-15 du/acre - Higher density attached townhouses, condos, or apartments". Note that high density multi-family is appropriate "Commercial" land use (see C-2).

This is nearly 10x (ten times) the area recorded by the County Assessor at the proposed site on the southwest corner of 40th St and Southern.

We have found over an additional 1 (one) *million* square feet within one mile of the proposal that could better absorb this proposal. These additional closer parcels are not envisioned by the General Plan for "Commercial" or "10-15 du/acre - Higher density attached townhouses, condos, or apartments", however they are currently zoned S-1 or R1-6 and do not have an overlay district applied.

Therefore, within 4 (four) miles of the proposed development, there are over 7 (seven) *million* square feet of vacant land better suited to the proposed land use than the parcels at 40th St and Southern Ave. In fact, for much of the land considered, this proposal would be ideally suited to the City's stated General Plan in these alternative locations.

In short, the data supports that this proposal remains a good project in the wrong location. We wholeheartedly support its development in the appropriate location.

Please see below analysis for supporting details.

Respectfully submitted,
Trent Marchuk
somosbuildbam.org

Proposed Area

According to Maricopa County Assessor:
North Parcel: 272,586 sq ft
South Parcel: 359,065 sq ft
Total: 631,642 sq ft

General Plan envisions this area as "MUA" which is 0-2 du/acre. Commercial purposes are permitted for up to ten acres at the intersection of two arteria roads. So, the north parcel could be acceptable for high density apartments if it were not for the stipulations that exist on that parcel as a concession to when the Walgreen's was approved.

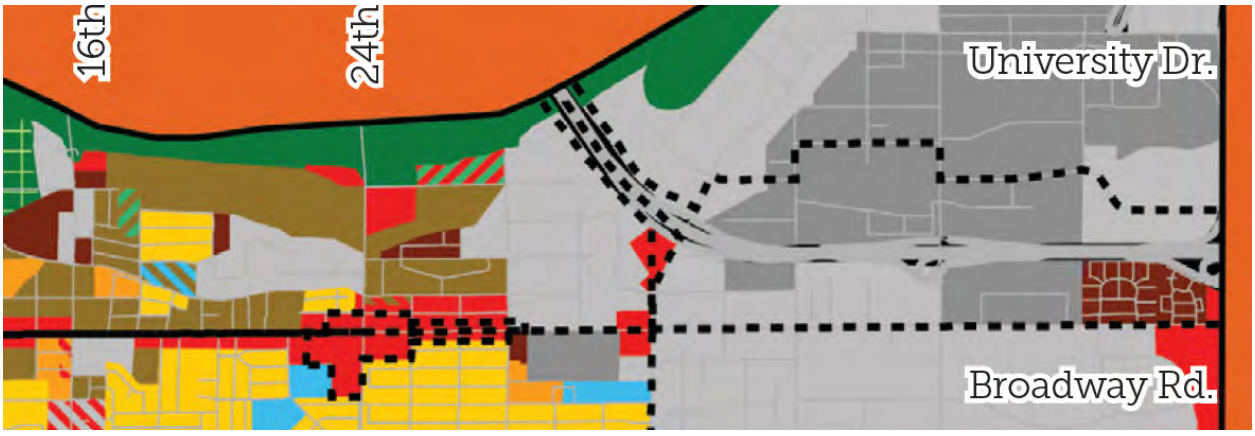
Option 1

Nearly 3 million square feet of vacant land, currently zoned A-2 or R-3, envisioned by the General Plan for “Commercial” or 10-15 du/acre - Higher density attached townhouses, condos, or apartments”.“ Note that high density multi-family is appropriate “Commercial” land use.

Distance from target: 2.3 miles

Lot1: 1,947,631
Lot2: 188,615
Lot3: 465,656
Lot4: 47,964
Lot5: 303,579
Total: 2,953,445 sq ft (nearly 5x (five times) the needed land!

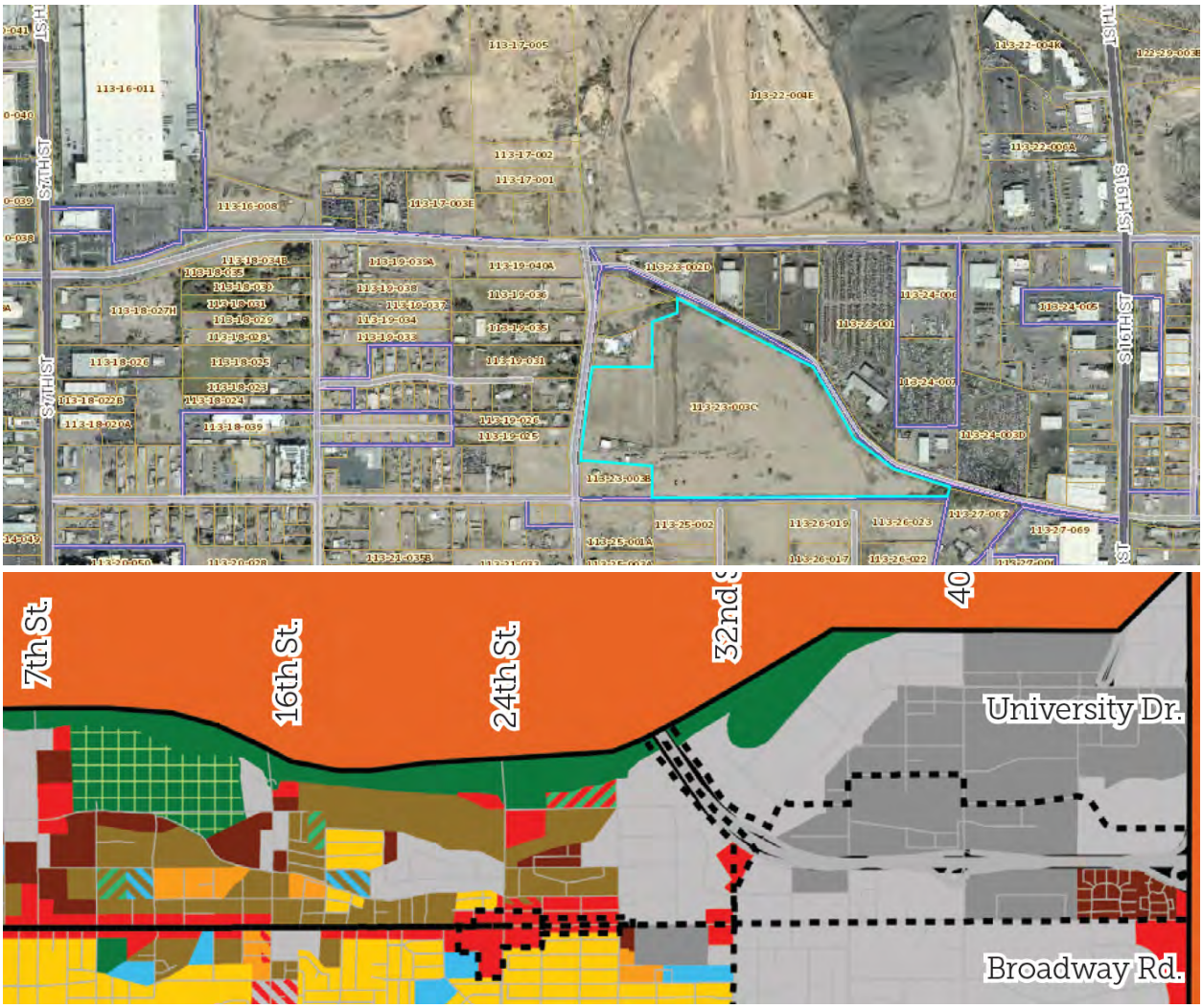




Option 2
983,149 sq feet already zoned R-4 (12 du/acre w/ bonus) in an area envisioned by the General Plan for “10-15 du/acre - Higher density attached townhouses, condos, or apartments”.

Distance from target: 3.32 miles

Lot1: 983,149 sq ft (About 1.5x (one and a half times) the area needed.



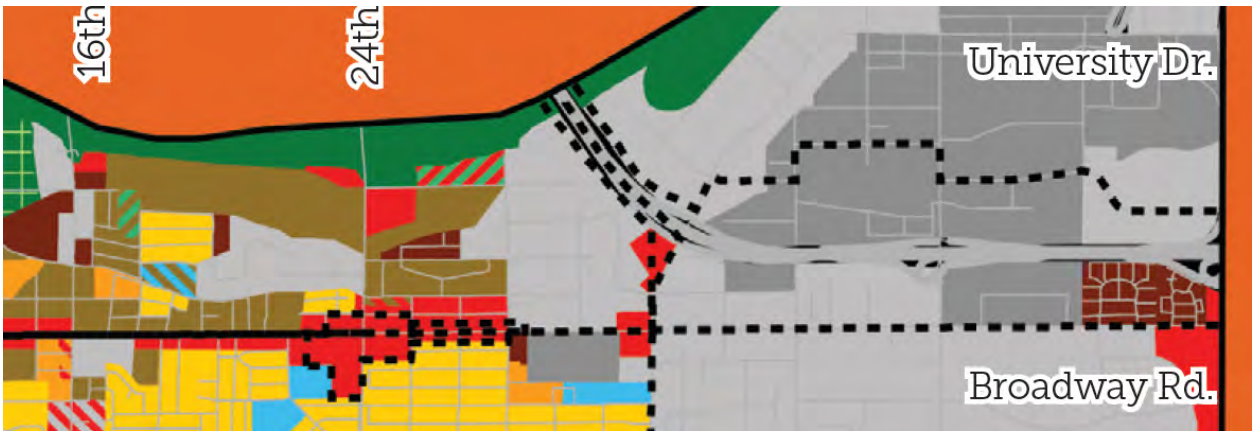
Option 3

Largely undeveloped land at SW corner of Elwood and 28th St. Already zoned R-3 (12 du w/ bonus). The General Plan envisions this area as “Commercial” or “10-15 du/acre - Higher density attached townhouses, condos, or apartments”. Note that high density multi-family is appropriate “Commercial” land use.

Distance from target: 1.94 miles

Lot1: 2,178,761 sq ft (over 3x (three times) the needed land area!)





Option 4

Vacant land on the other side of Southern, directly north. All lots are currently S1. No overlay district to contend with. The General Plan envisions these parcels as “Commerce/Business Park”.

Distance from target: 0.02 miles (across the street)

Lot1: 53,425
Lot2: 69,265
Lot3: 205,995
Lot4: 100,580
Lot5: 107,352
Lot6: 83,112
Lot7: 57,325
Lot8: 43,475
Total: 720,529 sq ft (Nearly 15% more land area!)



Option 5

Vacant land, north of Southern and on the west side of 36th St. Already zoned R1-6 (6.5 du/acre w/ bonus). The General Plan envisioned these parcels as Residential "3.5-5 du/acre - Traditional Lot". Although about two-thirds smaller than the proposed PUD, there are the two residential parcels to the south which could, if added, exceed the land required.

Distance from target: 0.45 miles

Lot1: 419,918 sq ft (about two-thirds of the land area needed)



From:	Trent Marchuk
To:	Enrique A Bojorquez-Gaxiola
Subject:	Please Confirm: MUA District Violations of Z-35-20-8 and GPA-SM-1-20-8)
Date:	Monday, August 10, 2020 12:54:48 PM

Hi Enrique,

In preparing for tomorrow's information session with the SMVPC, I came across some additional information that I would appreciate your perspective on. Please include this email in the case file.

In short, based on reading the Baseline Area Master Plan, specifically page 34, the S-1 parcel in the PUD simply cannot be developed with commercial uses.

The C-2 parcel in the PUD can be developed with commercial uses, including multifamily use, but would be subject to additional standards that are not included in the proposed PUD.

Therefore, absent other information, it logically follows that:

1. **Zoning Request (Z-35-20-8) should not move forward without significant, fundamental revisions.**
2. **The General Plan Amendment (CPA-SM-1-20-8) would be categorically unnecessary, because commercial uses in the MUA district are restricted to ten (10) acres or less.**

Am I missing any key information?

Below follow supporting details...,

Per Section 649 [phoenix.municipal.codes], the Mixed Usa Agriculture District purpose and intent is, in part, "to help preserve the character of agricultural areas of Phoenix while allowing appropriate development, including compatible commercial uses, which will reflect and enhance that character."

The Baseline Area Master Plan, indicates that just 773 of the 5768.2 acres in the Baseline Area Overlay District (<15%) are envisioned by the City as covered by the MUA District. (See Table 4 in the Baseline Area Master Plan). Over half (~400 acres?) of the MUA land is north of Baseline - between Southern and about Vineyard and 24th St and 40th - is still largely developable. (See Figure E in the Baseline Area Master Plan.)

This proposed PUD consists of a single S-1 parcel to the south and a single C-2 parcel to the north.

Per p 34 of the Baseline Area Master, the C-2 parcel can develop with commercial uses, including R-3 uses, however it would be subject to additional standards. On the other hand, the S-1 parcel explicitly cannot develop with commercial uses.

And for even more support details, see below:

The Baseline Area Master Plan (https://www.phoenix.gov/villagessite/Documents/pdd_pz_pdf_00140.pdf), page 34, states that several parts of the Plan resulted in revisions to the Zoning Ordinances for realization. Additionally, according to Table 4 in the Plan, MUA was envisioned to be just 773 acres of the 5768.2 total acres of the Baseline Area Overlay District - less than 15% to preserve the area's formally recognized special heritage. Those 773 acres were clustered in two main areas, per Figure E of the Plan.

The two MUA clusters in the Baseline Area Overlay District are:

1. From Baseline to the Highline Canal and from about 28th St to about 36th St

2. From Southern Ave to about Vineyard and 24th St to 40th St

The first cluster is pretty much developed out, fairly well faithful to the MUA vision. The second cluster, where this proposal is located, is geographically larger than the first and still contains a majority of Developable Land. Therefore, this PUD will set the pace for the realization of the majority of the MUA vision. Although nearly all parcels in the second cluster are currently zoned S-1 or MUA, there are three that are zoned C-2: one is less than a quarter acre, the second is about an acre, and the third parcel from this proposal is about 7.5 acres. The rest of the ~400 acres (?) in the developable land in the second MUA cluster acres is currently zoned either S-1 or MUA.

Foreseeing the possibility for commercial development within the MUA, which includes the ability to rezone the C-2 parcel in this proposal as R-3, the Baseline Area Master Plan put specific requirements on the MUA district.

"Mixed Use Agriculture properties at the intersection of two arterial streets, as defined by the Streets Classification Map, which are not adjacent to existing single family residential development may develop with commercial uses subject to the following standards:"

Pausing for a brief moment, the neighborhood recognizes that just the ~7.5 acres C-2 parcel in the proposal meets the above definition to develop with commercial uses, including R-3 zoning standards. The south parcel, zoned S-1 categorically does not meet this definition: the S-1 parcel is not at the intersection of two arterial streets, is adjacent to existing single family residences, and when combined with the C-2 would

be 17+ gross acres. Therefore, we contend that the south S-1 parcel is subject to the general MUA Land Use and Development Standards listed on page 34 and cannot be developed with commercial uses.

If the north C-2 parcel desires to develop with commercial uses, including the permissible rezoning to R-3, that parcel, according to the requirements of the Baseline Area Master Plan, appears to be subject to the following standards:

- Such properties shall not exceed ten (10) gross acres.
    - *Comment: The S-q and C-2 parcels are a gross combined 17.21 acres. Although, we do not know the gross acreage for the C-2 parcel, we believe that it is likely less than 10 acres.*
- Lot coverage shall not exceed twenty (20) percent.
    - *The current proposal suggests lot coverage of either 30% or 35%. The PUD is unclear and contradictory. Regardless, both numbers exceed 20%.*
- A thirty (30) foot wide landscaping strip shall be provided along all perimeters of the property.
    - *The current proposal does not adhere to this standard.*
- At least ten (10) percent of the parking lot shall be landscaped
    - *The current proposal does not adhere to this standard..*
- A ten (10) foot wide landscaped strip shall be provided adjacent to commercial buildings which provide a blank wall facade or other design which does not

reflect the character of the Baseline area.

- *Further discussion is required to understand whether the rental buildings proposed to be built in the C-2 portion of the PUD would be considered reflective of the character of the Baseline area.*

- All commercial development design guidelines for the Baseline are she be satisfied to the extent they are not addressed above.

  - *If the Development desires to move forward, the neighbors would like to work with the city to ensure this point is satisfied.*

Please advise,
Trent Marchuk

From:	Trent Marchuk
To:	Enrique A Bojorquez-Gaxiola
Cc:	Somos BuildBam
Subject:	11/19/20 - Phone Conversation Z-35-20-8 and GPA-SM-1-20-8.
Date:	Thursday, November 19, 2020 4:31:33 PM

Hi Enrique,

Below follows contemporaneous notes between myself and Scott Curtis (of the Brown Group) regarding the proposal at 40th St and Southern. The objective of the call was for Mr Curtis to set up a meeting with the neighbors to understand their concerns about the PUD proposal.

Please add this email to the case file for Z-35-20-8 and GPA-SM-1-20-8.

Thurs, November 19, 2020
Start 3:27p End 3:36p
Connection was lost
Start 3:37p End 3:41p

Summary
Trent returned a phone call from Scott Curtis (Scott left Trent a voicemail on Nov 17 @ 3:11p).
Initial pleasantries.
Scott asked if he could meet with Trent to discuss the proposed PUD at 40th St and Southern
Trent inquired what the objective of the meeting would be.
Scott stated he would like to understand the neighbor's concerns as Trent is speaking for a lot of people. Scott alleged that the neighbors claim to be pro-development, but he does not feel that the neighbors are pro-development. Scott would also like to explain the developer's objectives. Scott stated that we may or may not agree, but wanted to talk.
Trent informed Scott that although he was speaking on behalf of the resident collective, Trent is not the resident collective.
If Scott wanted to talk to Trent as a representative of the resident collective, then Trent would need to involve the other leaders. Otherwise, Trent could speak as a single resident.
Trent asked if Scott would like to speak with Trent as an individual or as a representative of the resident collective - and for Trent to include the other leaders?
Scott asked how many leaders there were and said if there are about a half dozen, that would be manageable.
Trent pointed out that the neighbors do not receive remuneration for their activities, unlike the developers, lawyers and land owners. These activities actually cost the neighbors money and time.Therefore, Trent asked what site plan we would be discussing if we met.
Scott emphasized that he doesn't know if he will make money on this project. He indicated that he has spent a lot of money on the project already and is trying to salvage what he can.
Scott said that he would just like to understand the neighbors' perspectives and share his objectives. Scott reiterated that we may or may not agree, but wanted to talk.
Trent responded that the same failed site plan has now been formally presented three times. The neighbors have given a lot of feedback on that proposal. This feedback is in the case file and well documented. Trent expressed he did not see the point in asking the neighbors' to discuss the same proposal a fourth time.
Scott stated that he wanted to understand what the neighbors do want to see developed. He reiterated the allegation that the neighbors say they are pro-development, but he does not know what they want to have developed. Scott also said that MUA was impossible to be

developed.
Trent asked Scott if he had read the notes in the case file that contain the neighbors' responses to this development?
Scott replied that he was driving and not familiar with the documentation in the case file from the neighbors.
Trent asked Scott to review the case file to answer many of his questions. In particular, the contemporaneous notes of the discussion between Trent and Beth in mid Aug discuss alternative development options. Trent also pointed out that additional notes in the case file further answer Scott's question as to what the neighbors would support to be developed instead of the high density rental community that has been formally proposed unsuccessfully three times.
Trent also pointed out that MUA is not impossible to be developed and has actually been developed successfully south of Baseline and one development north of Baseline. They were not perfect MUA, but retained the spirit of the overlay district where this proposal does not.
Trent also pushed back on Mr Curtis questioning the neighbors' stance of genuinely being pro-development. Recorded in the case file are instances of the developments the neighbors are willing to accept and many reiterations of the pro-development stance. Casting the neighbors as not pro-development because they do not support this particular development could be seen as a very myopic and disingenuous definition of the term "pro-development". Trent also cited the SMVPC statements of the acceptable density increase and the request for the land owner to be consistent to their original agreement for development of the land when the Walgreen's went in.
Scott mentioned that the land owner believes the land owner did not enter into an agreement on how the land would be developed and lawyers would be involved to sort that out. Trent and Scott amicably and mutually decided to let that sub-topic end as neither are lawyers nor have sufficient knowledge on the subject.
Scott said he would review the case file notes and reach back out to Trent once he had done so to discuss the prospect of meeting again.
Trent emphasized a willingness to meet with the caveat that the agenda be new and/or novel. Trent cannot in good conscience bring the leaders of the collective together to review the same failed proposal a fourth time; the feedback Scott is requesting on that proposal already abundantly exists in the case file and meeting literally has a cost to the neighbors.
Trent requested for Scott to provide a revised site plan, even a back of the napkin sketch, as a way to objectively determine if the subject of the next meeting would be sufficiently new or novel to warrant a meeting.
Scott and Trent amicably said goodbye and ended the call

Respectfully submitted,
Trent Marchuk
somosbuildbam.org [somosbuildbam.org]

Enrique A Bojorquez-Gaxiola

From: Trent Marchuk <trentchristopher@gmail.com>
Sent: Monday, August 31, 2020 2:19 PM
To: Enrique A Bojorquez-Gaxiola
Cc: Patty Mckinstry; Patty & Bruce McKinstry; Sandy Bawden; Van Jackson; Karen Mischlispy & Sue Beyer
Subject: Weekly One: Read the Stipulations for Land Use at 40th & Southern (Z-35-20-8 and GPA-SM-1-20-8)
Attachments: Z-30-97_Nov_12_1997_Stipulations.pdf

Hi Enrique,

Please add the below to case file for Z-35-20-8 and GPA-SM-1-20-8

Also, we have heard reports of a lady approaching people in the Walgreen's parking lot asking for their signature in support of the Sanctuary proposal (Z-35-20-8). One of the siblings of a member of somosbuildbam.org [somosbuildbam.org] stated they were approached and were asked to sign a petition in support of the proposal.

The question we have is to what purpose could gathering signatures from random people at the Walgreen's do to advance the cause for Z-35-20-8?

Thank you,
Trent Marchuk

---------- Forwarded message ---------
From: **Somos BuildBam** <somosbuildbam@gmail.com>
Date: Wed, Aug 26, 2020 at 4:40 PM
Subject: Weekly One: Read the Stipulations for Land Use at 40th & Southern
To: <somosbuildbam@googlegroups.com>

Each week, we will post [somosbuildbam.org]the single most pressing action you can take. Last week we took a break due to a conversation between one of the land owners and a member of this group as we strived to make sense of an ultimatum being presented to the neighbors. The one thing you can do this week is understand what can and cannot currently be done on this property given the existing stipulations on the north parcel, which are attached. These stipulations are very important and will likely play a significant role moving forward.

Hi Neighbors,

Hope all is well! The one thing you can do this week is review the attached stipulations for the north half of the single family rental homes proposal at 40th and Southern. These stipulations have been in place since 1997 and are very important.

On Friday, Aug 14 and Monday, Aug 17, one of the land owners spoke with a member of this group. The member of this group spoke in the capacity of a concerned citizen and not as a representative of this collective. The leadership of this collective then conferred and the below is summarized for your consideration.

The landowner requested an ultimatum be conveyed to the neighborhood: either approve the single family rental homes or the landowner will "bulldoze the neighbors" and build a charter school on the south parcel and dense apartments (119 units in ~8 acres) on the north parcel. This alternative, as was presented, the neighbors would supposedly have no say in the matter due to existing land use ordinances.

However, upon further investigation, this ultimatum was discovered to be a false choice.

The true part of the ultimatum is that a charter school can go on the south parcel without much, if any input, from the neighbors. The landowner can build a charter school and the neighbors wouldn't have much, if any, say in the matter.

However, the north parcel is subject to the attached stipulations. These stipulations have been confirmed with the city to be in effect since 1997. And they simply do not allow dense apartments without significant neighborhood, Village, and even City Council participation in the process. To remove stipulations, assuming they get approval for removal, the landowner will subject themselves to new stipulations being added beyond their control. And to build within the existing stipulations on the northern parcel would be a welcomed addition to our neighborhood.

Therefore, it is the estimation of somosbuildbam.org [somosbuildbam.org] that

1. The baseline for what is appropriate to develop on these parcels is not just the BAOD and the MUA, but the attached stipulations which, among other things, embrace the full Baseline Area Master Plan
2. The single family rental proposal looks even worse now than it did during the Village Planning Committee Informational Meeting on Aug 11, 2020.
3. Given the choice between the single family rental proposal on one hand and developing the parcels to current land use restrictions on the other hand, somosbuildbam.org [somosbuildbam.org] advocates for the latter; building within the existing zoning ordinances and stipulations would be far better for our community.
4. Within the context of the landowner's ultimatum, we say give us the charter school and however the north parcel can be developed.

The landowner, during the conversation on Aug 17, did agree to go back to the Developer and attempt to bring the single family rental proposal into general conformance to the MUA. If/when the landowner and developer does so, our recommendation could change.

The existing land use zoning and stipulations are far preferable to the current single family rental proposal.

You are encouraged to read the attached and judge for yourself.

Reach out with any questions,
Trent
somosbuildbam.org [somosbuildbam.org]

--
You received this message because you are subscribed to the Google Groups "somosbuildbam" group.
To unsubscribe from this group and stop receiving emails from it, send an email to somosbuildbam+unsubscribe@googlegroups.com.
To view this discussion on the web visit https://groups.google.com/d/msgid/somosbuildbam/CAMMm8bgwov2j3p0sLAKOQiayDWJPERgtrF2f7arNnWMFjhRqDg%40mail.gmail.com [groups.google.com].

From:	Trent Marchuk
To:	Enrique A Bojorquez-Gaxiola
Cc:	Marcia Busching; Pattihoash@gmail.com; Sandy Bawden
Subject:	Re: New REZONING Case File: Z-35-20-8 Sanctuary At South Mountain PUD - 3rd Submittal (Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue)
Date:	Thursday, January 7, 2021 4:43:56 PM
Attachments:	image003.png

Hi Enrique,

For what it is worth, the resident collective somosbuildbam.org [somosbuildbam.org] agrees with Chair Trites and Member Busching's assessments.

Please note for the record that the Applicant reached out just once to meet with the Collective after the last information session and has not followed up to "work with the neighbors" as was counseled by the Village during the last Information Session. For more details, contemporaneous notes of the dialogue between myself and Scott Brown can be found in the case file.

Furthermore, on that note, Councilmember Carlos Garcis met with the representatives of our collective on Dec 4, 2020. Councilmember Garcia offered to broker a meeting between the Applicant and the Neighbors that has yet to occur.

In summary, this proposal remains substantially similar to the first two failed proposals and therefore itself remains a good project in the wrong location. Our collective has found 6+ million sq feet within 4 miles of 40th and Southern that contain contiguous vacant land envisioned by the General Plan to be suitable for high density, multi-family residential development. The Applicant has options in our district to successfully develop this proposal elsewhere. These details are also in the case file.

Our collective will be providing additional feedback over the next couple of weeks in support of the above conclusion and to complement the two pieces of feedback provided below.

One question before concluding. It was interesting to find quite a bit of reference to the Housing Phoenix Plan in this third submission. Has the city's objective place-based scoring matrix for multifamily housing projects been developed (See p 14)? If so, what was the criteria/algorithm used and the attending results - specifically for the land currently classified as MUA within the Baseline Area Master Plan?

https://www.phoenix.gov/housingsite/Documents/Final_Housing_Phx_Plan.pdf

Respectfully submitted,
Trent Marchuk
somosbuildbam.org [somosbuildbam.org]

On Thu, Jan 7, 2021 at 6:38 AM Patti Trites, Southern Hills HOA <pattihoash@gmail.com> wrote:

> Enrique
>
> Marsh has stated my views adequately.
> Please pass on to the applicant.

Thank you

Patti Trites is sending from my Verizon, Samsung Galaxy smartphone. If you cant read please text or call 4022137126. Thank you.

-------- Original message --------
From: "M Busching (Cartof)" <mjb@cartof.com>
Date: 1/6/21 10:18 PM (GMT-07:00)
To: 'Enrique A Bojorquez-Gaxiola' <enrique.bojorquez-gaxiola@phoenix.gov>
Cc: 'Patti Trites' <pattihoash@gmail.com>, trentchristopher@gmail.com, 'Sandy Bawden' <skb5775@gmail.com>
Subject: RE: New REZONING Case File: Z-35-20-8 Sanctuary At South Mountain PUD - 3rd Submittal (Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue)

Enrique—

My comments include:

1. I agree with each of the staff comments on page 17 and 18 – particularly the need for adherence to BAOD and MUA.

2. Page 21—fails to reflect existing MUA on property.

3. Page 32—references site perimeter fencing, but I don't see it on the diagram. I am opposed to site perimeter fencing in any event.

4. Page 33—far, far too dense. Shouldn't be any denser than the last MUA residential project—Gardner's Enclave—which I believe was 2.01 dwelling units/acre. This is proposing 12.22 du/ac. (up from 11.2 du/ac in the last proposal (page 22 of the 10/16/20 submittal!)

5. Page 34—42 Elevations do not reflect MUA building designs—rather they are as plain and unattractive as they can be.

In summary, the applicant should work with community to either present an acceptable project or should build under their current existing zoning…which I believe the SAME applicant asked for and received. Because of the limited time for review, I haven't distributed the information to the community at this point. Keep us informed, and I will put the word out that this matter is coming for review again.

Below are my comments from merely two months ago. Nothing appears to have changed. Why doesn't the applicant "get it"?

Enrique--

I attempted to submit the comments through the referenced url link, but couldn't make it work. I, too, feel **strongly** that this project it inappropriate for the location. While it may be a nice project in another location, this location is within the BAOD and is designated MUA, both of which requirements should be honored. The density should be no more than 2 du/acre.

I am out of town with limited access to my materials, and so I am unable to go through the detailed violations of both the BAOD and MUA proposed by this project.

On a more macro level, there are no two story buildings south of Southern in the area, and this borders a residential project with large lot homes. To put 11 du/acre here does not fit within the immediate area.

Further, I see very little attention to the agricultural ambiance that MUA is supposed to respect. One small flower stand does not make an 17 acre agricultural in character.

While it references certain City code sections for fencing and walls, that does not give us any indication of what is planned for the project. Historically we have talked about picket type fences or similar for MUA areas, and not the high block walls that may be permitted in other locations.

Marcia Busching

From: Enrique A Bojorquez-Gaxiola [mailto:enrique.bojorquez-gaxiola@phoenix.gov]
Sent: Tuesday, January 5, 2021 5:05 PM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Subject: FW: New REZONING Case "https://www.phoenix.gov/pddsite/Documents/PZ/Z-35-20n.pdf">https://www.phoenix.gov/pddsite/Documents/PZ/Z-35-20n.pdf

2. *Once I review the 3rd PUD narrative (likely by early next week), I'll be happy to share what I found in terms of changes to the PUD narrative.*

3. *Depending on what we find in this 3rd PUD narrative and how the discussion goes between staff & applicant during the Post-Application meeting, it could be scheduled as early as February 9th to the South Mountain VPC for recommendation.*

If you have any comments, please send these comments individually (if you have any) to pass along to the applicant, or if you wish to await for further details like the staff report, letters from the community, etc. as we approach the meeting.

Let me know if questions arise!

Thank you very much,

Enrique Bojórquez-Gaxiola

Planner II – Village Planner

City of Phoenix

Planning & Development Department

Long Range Planning

200 W. Washington Street

Phoenix, AZ 85003

Office: (602) 262-6949

PLANNING & DEVELOPMENT
PRESERVE
SHAPE
BUILD

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: Patti Trites <pattihoash@gmail.com>
Sent: Tuesday, January 5, 2021 11:32 AM
To: Geno Koman <geno.koman@phoenix.gov>; Enrique A Bojorquez-Gaxiola

<enrique.bojorquez-gaxiola@phoenix.gov>
Cc: Marcia Busching <mjb@cartof.com>; kshepard2@cox.net; Greg Brownell <brownell@cox.net>
Subject: Re: New REZONING Case
"mailto:geno.koman@phoenix.gov">geno.koman@phoenix.gov> wrote:

Good morning,

The following rezoning case files are ready for review. Please submit your comments to Enrique Bojorquez-Gaxiola at enrique.bojorquez-gaxiola@phoenix.gov.

CASE FILE: Z-35-20-8 Sanctuary At South Mountain PUD - 3rd Submittal

VILLAGE: South Mountain

LOCATION: Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue

COMMENTS DUE: January 7, 2021

Thank you,

Geno Koman,

Secretary II

Long Range Planning

Office: 602-495-2076

200 West Washington Street

Phoenix, AZ 85003

--

Hope you have a great day. Thank you.

Patti Trites

Southern Hills HOA

Cell: 402 213 7126

Email: pattihoash@gmail.com

01/25/2020

Antonio Sanchez
4124 E Nancy Ln
Phoenix AZ 85042

To Whom it may concern,

Hello my name is Antonio Sanchez, a local resident of the South Mountain Village Community for the past 20 years. I write this letter in support of the Sanctuary housing project being discussed at the Village planning committee. I believe that putting that empty lot on 40th st and Southern will benefit our community in so many ways. We deserve projects like this in our backyard. Again, I fully support this project and I hope that it gets the attention and approval that it deserves.

If you have any questions or would like more feedback, feel free to call or text me at the following number. Thank you in advance for your time and support.



Antonio Sanchez
602-358-9228

November 19th, 2020

INTERIOR LOGIC GROUP
BUILDER SERVICES

Dear City of Phoenix,

As a business owner in the South Mountain Village area of South Phoenix, we want to express our understanding and support of the proposed residential project known as the ***Sanctuary at South Mountain,*** which is located at the southwest corner of 40th Street and Southern Roads, Parcel Numbers 122-79-019B and 122-79-019C . I would like to go on record that I am in support of this project and its zoning case # Z-35-20-8 and GPA -SM-1-20-8.

I have known the Brown Group, Inc., and Gary Brown and Scott Curtis for many years and know that they develop first class projects and know that this project will be a great benefit to this community. I believe that this will be a great addition to our South Mountain Community and ask that this project be approved.

We at Interior Logic have our corporate headquarters at the Cotton Center with over 450 employees who want to live next to or near their work and feel this project will benefit not only our employees but many others who want to live in South Phoenix.

Thank you for your consideration of my request.

Sincerely,

x Brad Baumgardner

Brad Baumgardner
President
4323 E Cotton Lane Blvd
Phoenix, Arizona 85040

From: ELISA OLMEDO
To: Enrique A Bojorquez-Gaxiola
Subject: Project on Agenda Item 8
Date: Tuesday, November 10, 2020 4:36:59 PM

Hi, I would like to support the project as I would be interested in living there.

Arizona
Industrial
Properties

5100 North 40th Street
Phoenix, Arizona 85018
(602) 438-8000
(602) 438-7940 FAX

November 17, 2020

Dear City of Phoenix,

As a property owner in the South Mountain Village area of South Phoenix, we want to express our understanding and support of the proposed residential project known as the ***Sanctuary at South Mountain,*** which is located at the southwest corner of 40th Street and Southern Roads, Parcel Numbers 122-79-019B and 122-79-019C. I would like to go on record that I am in support of this project and its zoning case # Z-35-20-8 and GPA -SM-1-20-8.

I have known the Brown Group, Inc./Gary Brown and Scott Curtis for many years and know that they develop first class projects and know that this project will be a great benefit to this community. I believe that this will be a great addition to our South Mountain Community and ask that this project be approved.

We own several million square feet of industrial buildings and lease to more than one hundred tenants with a thousand plus employees who want to live and work in South Phoenix. This is a perfect project for them.

Thank you for your consideration of my request.

Sincerely,

Gregory S. Hoyt

Victor Vargas
South Mountain Village Community

To Whom it may Concern,

Im writting this letter to show support for the proposed housing project on 40th st. and Southern.

As an independent contractor, I believe that this project will improve the quality of life for us residents of South Mountain.

As someone who works on drywall and other repairs, I know first hand that our houses are old and in needs of repairs. This project can fix many of the housing issues.

Please support this project. and the residents of South Phoenix

Victor Vargas

Victor Vargas
South Mountain Resident.

Stafford Crane Group ▪ 3620 South 40th Street ▪ Phoenix, Arizona 85040

August 20, 2020

South Mountain Village Planning Committee

Re: Proposed Sanctuary Development
SWC 40th Street & Southern
Phoenix, AZ 85042

Dear Members of the South Mountain Village Planning Committee:

I am writing to express support for the above-referenced proposed residential development in the South Mountain Village.

Stafford Crane Group is headquartered just over one mile away from the proposed development. Strafford has a vested interest in the economic growth of Phoenix, including in the South Mountain Village which offers the nearest residential neighborhoods to the Sky Harbor industrial area which includes many businesses like ours.

As the population of Phoenix continues to grow, creating new workforce housing becomes more and more important to workers, and therefore to existing businesses in the area as well as to businesses considering relocating to the area. It is my understanding that the proposed Sanctuary development will bring 197 such needed units to the community.

Developing new housing generally is also critical to maintaining overall housing affordability in the Valley, particularly in Phoenix. Overly restrictive zoning regulations impede the market's effort to meet demand. Homebuilders tell me they're currently selling lower price point housing as fast as they can build it – as far out as in Buckeye and Queen Creek – because the Valley's current supply does not come close to meeting the current demand. Allowing developers to develop infill units at projects like Sanctuary alleviates this problem for renters and homeowners in Phoenix and helps maintain its cost-of-living advantages.

For all these reasons, I support the pending rezoning case at 40th Street and Southern Avenue.

Sincerely,

Greg Linaman
CEO
Stafford Crane Group

01/27/2021

Janet Hernandez
Member of the South Mountain Community

To whom it may concern,

I write this letter to show my support for the housing project called Sanctuary at South Mountain that will be located on 40th street and Southern. As a tax payer of the South Mountain Community I believe this project will bring affordable housing as well as tax dollars to the city of phoenix. I hope that the city of Phoenix and its officals support this project to better our community.

If you have any questions feel free to reach at 602.691.9050.

Sincerely,
Janet Hernandez

From: Jesus Llamas
To: Enrique A Bojorquez-Gaxiola
Subject: Support of agenda item 8
Date: Tuesday, November 10, 2020 4:37:55 PM

This project would benefit the community. I hope that it can be taken into consideration to be built.

Hannah Bleam

From: Andrew Curtis <Andrew.Curtis@berkadia.com>
Sent: Tuesday, August 11, 2020 3:12 PM
To: Hannah Bleam
Cc: Jason Morris; Tyson Remensnyder; Gary Brown; Todd Kjar; Scott Curtis
Subject: FW: Follow Up - SWC 40th & Southern

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Hannah,

Below is an email of support from the General Manager for Southpoint Apartments for our proposed development.

Please store it for record.

From: South Point <southpointphoenix@gmail.com>
Sent: Tuesday, August 11, 2020 2:36 PM
To: Andrew Curtis <Andrew.Curtis@berkadia.com>
Subject: Re: Follow Up - SWC 40th & Southern

[EXTERNAL EMAIL]

Hi Andrew,

I'm glad to see forward motion on what has been a dirt lot for far too long. I attended a meeting at The Farm a couple of years ago related to a different plan for the same land. I honestly couldn't tell you who the people were who very vocally objected at the meeting. I'm sure someone has that info. I didn't take it personally when they stated that any commercial or multi-family development should be kept to the south side of Southern "along with all the heavy goods traffic and crime that comes with it". My feeling at the time was they would object to the sun shining if they could find an angle.

We are proud of the work we have done in the past 14 years on our little corner and a quick check with the South Mountain Police Precinct would confirm our significant reduction in crime and we have witnessed an improved overall safety of the area, so any implication that multi-family is bad for a neighborhood is ill-informed and divisive.

We prefer to be welcoming and inclusive, so good luck with moving the project forward. Our occupancy rates and applications strongly indicate a need for more housing for the working folks around here.

I have no objections to putting my point of view on the record.

Kindest regards,

John Taylor

General Manager
Southpoint Apartments
4002 E. Southern Ave
Phoenix, AZ 85042
(602)437-0713 tel
(602)437-8128 fax

On Tue, Aug 11, 2020 at 11:32 AM Andrew Curtis <Andrew.Curtis@berkadia.com> wrote:

> John,
>
> It was a pleasure speaking with you earlier today, I really appreciate your insight & support for our proposed development.
>
> What you said over the phone is great insight and we would like to share whatever you are comfortable writing with our district councilman.
>
> I understand that the Baseline Committee previously dismissed your support and told you stay on the other side of the street, but anything you can share for support will go a long way.
>
> Attached is tonight's meeting agenda, as well as our proposed site plan.
>
> I look forward to your response.
>
> Thank you,
>
> BERKADIA
>
> **Andrew Curtis**
> **Director**
>
> 2525 E Camelback Road Suite 1150 | Phoenix AZ 85016
> T: +1 (602) 522-1428 | M: +1 (602) 571-4190
> andrew.curtis@berkadia.com | www.berkadia.com
> Berkadia Real Estate Advisors LLC

Let us find your next investment! Visit our client portal and update your acquisition criteria today.

a Berkshire Hathaway and Jefferies Financial Group company

This message is intended for the individual or entity named above. If you are not the intended recipient, please do not read, copy, use or disclose this communication to others. Please notify the sender by reply and delete this message from your system. Thank you.

01/24/2020

Kendra Pastrano
South Mountain Village Community

To the members of the City of Phoenix and other commissions,

The purpose of this letter is to express my continued support for the housing project called Sanctuary at South Mountain, whis is being discussed at the South Mountain Village planning committee. Case number # Z-35-20-8 and GPA -SM-1-20-8. My name is Kendra Pastrano, a single mom of a 11 year old daughter. I'm a proud public education employee, I work as a school nurse in our community. When I heard about this project, I expressed my support right away. I feel that although the empty lot has been maintained and cleaned by the family who owns it, it's time to develop something that will benefit the community.

I currently rent across the street from the lot. I hope that all committees involved support this project. It will bring an opportunity for renters like me, to move into a new home at affordable prices. I believe that essential employees like me from our community, would also jump at the opportunity to rent within our community and enjoy the comfort of a new home.

Once again, I am in full support of this project, Sanctuary at South Mountain and hope we can work together to beautify our community. If you have any questions, please don't hesitate to contact me using the information on this letter.

Thank you for your hard work and dedication on making South Mountain a more sustainable community.

Kendra Pastrano

Kendra Pastrano
602-600-7739
kendra.pastrano@gmail.com

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Justin Hamilton

Signature J Hamilton

Address 6407 S 41st place

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Habon Adeys

Address 4102 E. Saint catherine Ave

Email

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Moises Aguilar

Address 4111 E. Nancy Ln

Email

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Alexis Mendoza alex Alejandro Mendoza

Signature Alexis Mendoza alex alejandro

Address 4111 East Nancy Ln

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address_____

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Name Linda Pena

Signature LnP

Address 4139 E Nancy Ln Phoenix AZ 85042

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name

Signature

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Printed Name Amanda Reeves

Address 6615 S 42nd Way

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Julian Aguirre

Address 4637 E. Burgess Ln

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name RUDY CASTRO

Signature R. Castro

Address 4139 E. NANCY LN.

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

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Signature

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Name Tanika Adams

Signature Tanika Adams

Address 6407 S. 41st Pl

Email

Phone Numbe [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

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Signature

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Name Phyllis A. Bell

Signature Phyllis A. Bell

Address 443 E. Nancy Ln

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address_____

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Name Jorge Olmos

Signature Jorge Olmos

Address 4025 E Nancy Ln

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name

Signature

Address

Email

Phone Number

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Name Jennifer Crowley

Signature Jennifer Crowley

Address 4607 E Agate

Email [redacted]

Phone Number [redacted]

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Name Madison Nepeud

Signature M Nepeud

Address 4621 E Nancy Ln

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Jose Aguilar

Address 4414 E. Burgess Ln

Email _____

Phone [redacted]

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Printed Name Cheryl Adkins

Address 6618 S. 40th Way

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name PHIL KEYACK

Signature [signature]

Address 3880 E VINEYARD RD PHX

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address

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Printed Name Claudia Andrade

Address 4035 E. Saint Anne Ave

Email _____

Phone [redacted]

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Printed Name Sarmad Alafrajee

Address 4632 E Minton St

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Debbie Garcia

Signature Debbie Garcia

Address 6417 S. 41st Pl

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address

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Printed Name [redacted]

Address _____

Email _____

Phone _____

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Printed Name Matthew Alejandro

Address 4617 E. Carter dr.

Email _____

Phone [redacted]

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Printed Name ELIZABETH AMPARANO

Address 4718 E ALTA VISTA RD

Email [redacted]

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name JESUS ALVAREZ

Address 4046 E. SAINANNE AVE

Email [redacted]

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Basil Alcala

Signature [redacted]

Address 6621 S. 40th way

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Patricia A. Johnson

Signature Patricia A. Johnson

Address 6622 S. 40th Way

Email [redacted]

Phone Number [redacted]

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Name Michael Cozzick

Signature

Address 6219 S 40TH PLACE

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name

Signature

Address

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Printed Name Ivan Alexander

Address 4307 E. Vineyard Rd

Email _____

Phone [redacted]

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Printed Name _____

Address _____

Email _____

Phone _____

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Name Gloria Barajas

Signature Gloria Barajas

Address 4139 E. Nancy Ln

Email [redacted]

Phone Number [redacted]

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Name_____

Signature_____

Address_____

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Name Itzel Soria

Signature [signature]

Address 4133 E Nancy Ln

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

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Name ~~[illegible]~~ Alfonso Aispuro

Signature Alfonso Aispuro

Address 2401 S 41ST PL Phoenix AZ 85042

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Reynaldo Acevedo

Address 4750 E Burgess Ln

Email [redacted]

Phone

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name_____

Address_____

Email_____

Phone_____

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Name Margarita Reyes

Signature Margarita Reyes

Address 7017 S. 18th St. 85042

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address_____

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Name Ryan Smith

Signature

Address 4392 E Baseline

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Larry Shuler

Signature

Address 4025 S. 44th Pl.

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Enrique Naranjo

Signature [illegible]

Address 5220 S 41st Pl

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Jeremias Pelayo

Signature Jeremias Pelayo

Address 5220 S. 41st PL

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Elvia Alvarez

Address 4046 E Saint Anne Ave

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Lawrence Amarillas

Address 4660 E. Alta Vista Rd

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Chris Wesley

Signature

Address 5610 S 40th Pl

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Andreina Herrera

Signature

Address 5808 S. 40th Pl

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Samantha Cavalli

Signature [signature]

Address 4500 E Baseline Rd

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Martha Villagas Flores

Signature Martha Villagas Flores

Address 5209 S 40th

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Chancala West

Signature [redacted]

Address 1330 W Broadway

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Raymond J Niño

Signature [redacted]

Address 2961 E. ATLANTA

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Edgar Alvez

Address 6018 S 43rd Pl

Email

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Vicente Alvez

Address 6018 S 43rd Pl

Email

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Lilia Galvan

Signature Lilia Galvan

Address 6645 S. 40th PL

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address_____

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Name Esteban Sanavez

Signature

Address 6214 S 40th pl

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Jesus Miranda

Signature

Address 6224 S. 40th pl

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Elijane Williams

Signature Elijane Williams

Address 6801 S. 40th Place

Email [redacted]

Phone Number [redacted]

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Signature_____

Address_____

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Name Edgar Cardenas

Signature Edgar Cardenas

Address 4016 E Saint Anne Ave

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Guadalupe Cardenas

Signature Guadalupe Cardenas

Address 4016 E Saint Anne Ave

Email [redacted]

Phone Number [redacted]

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Printed Name Gabriella Alvarez

Address 6438 S 44th St

Email [redacted]

Phone [redacted]

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Printed Name_____

Address_____

Email_____

Phone_____

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Name Jessica Cabrera

Signature

Address

Email [redacted]

Phone Numbe [redacted]

[redacted]

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Signature_____

Address_____

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Name Stephanie Pease

Signature Stephease

Address 06064 S. 40th Pl Phoenix AZ 85042

Email [redacted]

Phone Numb[redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address_____

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*Name Amanda Alvarez

Signature [redacted]

Address 6023 S 42nd St

Email [redacted]

Phone Number [redacted]

[redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address

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Name Angelo Fimbres

Signature

Address 4140 E ALTA Vista Rd

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Clemencia Coleman

Signature Clemencia Co

Address 4108 E. Maldonado Dr

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Marwan Sreti

Signature

Address 4117 E St Cathreine Ave.

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Carmen Rodriguez

Signature Carmen Rodriguez

Address 4108 E Southern Ave

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Lorenzo A Molina

Signature

Address 4050 E Sunset Cathedral

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name

Signature

Address

Email

Phone Number

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Name STEVEN L. CARLSON

Signature

Address 6837 S. 42nd Place Phx, Az 85042

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Jenny Bustamante

Signature

Address 4137 E Maldonado Dr Phx AZ 85042

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name RAMONA ANDERSON

Address 4344 E MALDONADO Dr.

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name RANDALL ANDERSON

Address 4344 E MALDONADO Dr.

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Steven Arroyo

Signature

Address 4427 S. 42nd St

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Vanessa Valdez

Signature

Address 6627 S 42nd St

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Terr ionna Alexander-Chapman

Address 4536 E Lynne Ln

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Arthur Alejandro

Address 4149 E Alta Vista Rd

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name JOSEPH Hernandez

Signature JOSEPH Hernandez

Address 4402 e. St catherine ave

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Ericka Aldretete

Signature Ericka Aldretete

email Address [redacted]

Address ~~Email~~ 4402 e. St Catherine ave.

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Katherine Aliaga

Address 4221 E Vineyard Rd

Email [redacted]

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Alethea Allen

Address 4632 E Vineyard Rd

Email [redacted]

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Percelia Peralta

Signature

Address 4348 E. Carter

Email [redacted]

Phone Number

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Frank T.

Signature

Address 4348 E carter

Email N/A

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Miguel Barraza

Signature Miguel Barraza

Address 4022 E. Saint Anne Ave

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Nicholas Tongarelli

Signature [redacted]

Address 4024 E Saint Charles Ave

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Amy Dyer

Signature [signature]

Address 4507 E Maney LN

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Pam Chavez

Signature [signature]

Address 4507 E Maney LN

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Evelyn Contreras

Signature

Address 6015 S. 41st St.

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Martha Aguilar

Signature

Address 6002 S. 41st St.

Email [redacted]

Phone Number

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Mona Montes

Signature Mona S. Montes

Address 4114 E Southern Ave Phx Az 85042

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Leshawn Turner

Signature Leshawn Turner

Address 4714 E Broadway Rd 85040

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Andres Uribe

Signature

Address 1710 E Darrel

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name William Ruth

Signature

Address 3400 E. Southern Ave Apt 369

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Hector Mena

Signature

Address 3820 E Southern AV

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Sylvia Mena

Signature

Address 3820 E Southern Av

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name BIANCA Aguilar Giron

Address 4737 E Burgess Ln

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name SUSAN ANderson

Address 4040 E Maldonado Dr.

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name WILLIAM S. SILLS

Signature William S. Sills

Address 3716 E. VINEYARD RD

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name JANET M. SILLS

Signature Janet Sills

Address 3716 E. VINEYARD RD

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Thomas S. Wehe

Signature Thomas S. Wehe

Address 4830 E. St. Catherine

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Gerry Jones

Signature [redacted]

Address 4025 E 44th Pl

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Benny Montoy - Jr

Signature [signature]

Address 4114 E. Southern Ave Phx az 85042

Email

Phone Number [redacted] landline

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Brittany Martinez

Signature [signature]

Address 4114 E. Southern Ave Phx. az 85042

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Jocelyn Anaya Galvan

Address 6645 S 40th Pl

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Anthony Alleyne

Address 4402 E Maldonado Dr.

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Sergio Acosta

Address 4731 E. Saint Anne Ave

Email

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Alexia Acevedo

Address 6039 S 46th St

Email

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name JOSE Hernandez

Signature [signature]

Address 6045 S 42nd ST

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address_____

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Printed Name Juan Andrade

Address 4035 E Saint Anne Ave

Email [redacted]

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Raman Amparano

Address 4718 E Alta Vista Rd

Email [redacted]

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name [redacted]

Signature [redacted]

Address [redacted]

Email [redacted]

Phone Number [redacted]

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Name_____

Signature_____

Address_____

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Name Danyx Dolenko

Signature

Address 6644 S 40th Street

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name William A. Freels III

Signature William A. Freels III

Address 4035 E. Maldonado Dr

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Rudy Casorez

Signature Rudy Casorez

Address 4101 E. Pleasant ln

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name ofelia figueroa

Signature O-F

Address C003 41 ST PHOENIX AZ

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Jahnee Tucker

Signature [signature]

Address 5503 S 41st Pl PHX, AZ

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Ronnie R. Ballesteros Sr.

Signature [signature]

Address 3319 W. Leodia Lane. Phx. Az. 85041

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Eric Lean

Signature Eric

Address 4519 E Burgess Ln

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address_____

Email_____

Phone Number_____

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Name Diana Ortiz

Signature Diana Ortiz

Address 5216 S 41st Place

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name _____

Signature _____

Address _____

Email _____

Phone Number _____

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Name Jonas Otero

Signature [signature]

Address 6402 S 44th St

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address_____

Email_____

Phone Number_____

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Name Erik Gonzalez

Signature

Address 4355 E. Lynne Ln.

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name

Signature

Address

Email

Phone Number

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Printed Name Virna Alvelo-Ortiz

Address 4419 E. Alta Vista Rd

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name German Ahumada

Address 4721 E. Minton St

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Julie Montoya

Signature Julie Montoya

Address 4114 E. Southern Ave Phx Az 85042

Email [redacted]

Phone Number [redacted] land line

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Benny Montoya - III

Signature Benny Montoya III

Address 4114 E. Southern Ave Phx Az 85042

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Benita Martinez

Signature [signature]

Address 6208 S 40TH Pl.

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Joe Anna Hidalgo

Signature [signature]

Address 6202 S. 40th Pl

Email [redacted]

Phone Numbe [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Carlos Castillo

Signature

Address 6202 S. 40th Place

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name

Signature Jami Tanner

Address 6024 S 43rd St phx AZ 85042

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name GIANNA MIRANDA

Signature Gianna Miranda

Address 6224 S 40th Pl

Email [redacted]

Phone Numbe [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address_____

Email_____

Phone Number_____

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Name Domenica Reyna

Signature Domenica Reyna

Address 7446 S 46 St.

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Adam Carrasco

Signature

Address 4601 E. Darrow St

Email

Phone Number

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name DANNY CARTAGENA

Signature

Address 4607 E. darrow street
Phoenix AZ. 85042

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name MARTIN OLIVA *

Signature

Address 4177 E DARROW ST PHOENIX AZ

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Nassir Almttery

Address 6608 S 40th Way

Email

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Wafiya Almttery

Address 6608 S 40th Way

Email

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name DAVID Rojas

Signature

Address 7414 S 46TH ST Phx, AZ

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Teri Rojas

Signature Teri Rojas

Address 7414 S. 46th St

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name O. RODRIGUEZ

Signature O. Rodriguez

Address 4108 E. SOUTHERN AVE.

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name

Signature

Address

Email

Phone Number

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Name Ron Apodaca

Signature [signature]

Address 3250 E Vineyard

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address_____

Email_____

Phone Number_____

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Miguel Mendoza

Signature [redacted]

Address 4111 E Nancy Ln

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address_____

Email_____

Phone Number_____

[redacted]

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Printed Name Clarissa Alfonso

Address 6818 45th Way

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Rebeca Alfonzo

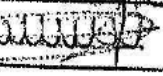
Address 6831 S 45th Way

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name luciano ortega

Signature 

Address 3240 e. southern ave

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address_____

Email_____

Phone Number_____

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Name Jose D Reyna

Signature Jose D Reyna

Address 7446 S 46 St, Phx AZ 85042

Email

Phone Number

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name

Signature

Address

Email

Phone Number

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Name Mariah Domin

Signature

Address 1376. W. Baseline RD

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address_____

Email_____

Phone Number_____

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Name Dustin Dominguez

Signature

Address 6637 S. 42nd St

Email

Phone Number

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name

Signature

Address 6637 S 42nd St

Email

Phone Number

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Paloma Lubercio

Signature

Address 6802 S 41st Pl

Email —

Phone Numbe [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Jose Vega

Signature

Address 6802 S 41st Place

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Heavan-lee Muldrew

Signature [signature]

Address 6801 S. 40th way

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Larry Childers

Signature [signature]

Address 2724 E Marguerite Ave

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Lupe Rubio

Signature

Address 4483 E. MALDONADO

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name MARCOS SANCHEZ

Signature

Address 4177 E OAKROW ST PHOENIX AZ

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Belinda Blake

Signature B Blake

Address 4045 E Maldonado

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name CRISPIN CHAVIRA

Signature Crispin

Address Cku 4036 E MALDONADO Dr

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Michael Abril

Address 4401 E. Maldonado Dr.

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Tracey Abundio-Flores

Address 6616 S 43rd St

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Kelly Batke

Signature Kelly Batke

Address 4464 S. 40th Place

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address_____

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Name Alexander Zavala

Signature

Address 4265E Vineyard rd

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Robert Jacomet

Signature

Address 4202 E Southern Ave

Email [redacted]

Phone Number

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Nannetta Davis

Signature Nannetta Davis

Address 4130 E. St Catherine Ave

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address_____

Email_____

Phone Number_____

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Name JAY LOPEZ

Signature

Address 2602 E. BEAVT

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name

Signature

Address

Email

Phone Number

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Name [illegible]

Signature [illegible]

Address [illegible]

Email [redacted]

Phone Number [redacted]

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Name Sonnie Bowman

Signature Sonnie Bowman

Address 5505 S. 41st pl

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Edna L Santella

Signature [redacted]

Address 6002 S [redacted]

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Kristine Ortiz

Signature [redacted]

Address 4028 E Alta Vista Rd

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Joshua Martinez

Signature Joshua Martinez

Address 4045 east, catherine

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Sonia Thomas Cole

Signature [illegible] Cole

Address 4039 E Saint Catherine ave

Email

Phone Number

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Joeangel Solorzano

Signature

Address 6236 S 40th Pl

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Tanisha Tecumseh

Signature

Address 6236 S 40th Pl

Email [redacted]

Phone Number [redacted]

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Name GREG MASCARO

Signature

Address 3927 E. ST CATHERINE AVE PHX 85042

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name

Signature

Address

Email

Phone Number

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Name Aurora Powell

Signature Aurora Powell

Address 6036 S. 41st st

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Scott M. Jones

Signature Scott M. JONES

Address 4207 E. Nancy Lane

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name MANUEL GAÑO

Signature [signature]

Address 2712 E WILTON PL

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Eduardo Montaño

Signature

Address 4138 E. burgess Ln.

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name FRANK, ANNA LEON

Signature Anna Leon

Address 4143 E. BURGESS [redacted]

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Jennifer Gazeta

Signature

Address 600 W Grove Pkwy 2

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Itzel Soria

Signature

Address 4133 E Nancy Ln

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

T

Name Becky Harker

Signature

Address 4018 E Pecos Rd Phx

Email [redacted]

Phone Number

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Name Guillermo Perez

Signature

Address 4016 E Nancy Ln

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name

Signature

Address

Email

Phone Number

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Printed Name Lance Allen

Address 4312 E Apollo Rd

Email

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name [redacted]

Address

Email

Phone

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Name ENRIQUE RASCON R

Signature

Address 4031 E. SAINT CATHERINE AVE

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Leticia Gonzalez

Signature Leticia G-H

Address 6424 S 40 Pl

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Michael Lupatech

Signature

Address 4041 E. Nancy Lane

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name

Signature

Address

Email

Phone Number [redacted]

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Printed Name Benjamin Aftch

Address 6842 S 40th Pl

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Eric Anderson

Address 6015 S 41st Pl

Email _____

Phone [redacted]

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X Name HUGO MONTES

Signature

Address 4118 E. ST. CATHERINE, AV

Email [redacted]

Phone Number [redacted]

[redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

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Signature

Address

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Name Paul E Davis

Signature Paul E Dav

Address 4011 E Alta Vista Rd Phx Az

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

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Signature

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Printed Name Richard Allen

Address 4349 E. Burgess Ln

Email

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Adam Aguilar

Address 6845 S 44th Way

Email

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Ivon Sanchez

Signature

Address 4222 e Saint Anne Ave Phx Az

Email [redacted]

Phone Numbe [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Lucero Molina

Signature

Address 4222 E Saint Anne Ave Phx Az

Email [redacted]

Phone Number [redacted]

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Name Ariana Fernandez

Signature Ariana Fernandez

Address 6034 S 43rd st Phoenix, AZ 85042

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

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Name Carmela Flores Rodriguez

Signature [signature]

Address 4133 E Baylor Ln 85042

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

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Printed Name Sandra Albarran

Address 4441 E. Vineyard Rd

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Rosalina Acevedo

Address 6039 S. 46th St.

Email _____

Phone [redacted]

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Name Kimberly Hernandez

Signature Kimberly Hernandez

Address 5629 S 40th Pl Phx AZ 85040

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name [illegible]

Signature [illegible]

Address 5674 S 40th Pl

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Jesse Alcala

Address 6621 S 40th Way

Email

Phone [redacted]

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Printed Name Tera Alejandro

Address 4149 E. Alta Vista Rd.

Email

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Martha Aguilar

Address 6002 S 44th St

Email _____

Phone [redacted]

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Printed Name Carlos Aguilar

Address 6813 S 46 St

Email _____

Phone [redacted]

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Name [illegible]

Signature [illegible]

Address 4102 E NANCY LN

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address_____

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Name Javier Torres

Signature Javier T.

Address 5440 S 47st Phoenix AZ.

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

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Printed Name Crystal Alvarez

Address 6431 S 46th Way

Email _____

Phone [redacted]

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Printed Name Erik Alvarez

Address 6023 S 42nd St

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Cain del Pilar

Signature Cain del Pilar

Address 4096 E Saint Catherine Phoenix Az 85042

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address_____

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Name Brian Williams

Signature Brian L Williams

Address 4102 E Alta Vista

Email

Phone Number

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Signature

Address

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Printed Name Rene Alvarez

Address 6814 S 44th Way

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Catalina Alvarez

Address 6023 S 42nd St

Email _____

Phone [redacted]

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Name ROBERT P WHITE

Signature Robert P. White

Address 6230 S 40th PL

Email [redacted]

Phone Number [redacted]

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Signature_____

Address_____

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Name Gene Marshall

Signature

Address 3421 E Elwood

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Aaron Merrell

Signature Aaron Merrell

Address 3421 E Elwood

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Bonnie Shiek

Signature Bonnie Shiek

Address 4127 E. Stanwe

Email [redacted]

Phone Number

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Signature

Address

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Name Ruth Pinon

Signature Ruth Pinon

Address 4228 E Saint Anne

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Eliana Arauta

Signature

Address 4140 E. Alta Vista

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Rosa Hernandez

Signature [redacted]

Address 6045 S 42nd St

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

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Signature _____

Address _____

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Printed Name Raul Alcala

Address 6621 S 40th way

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Patricia Alcala

Address 6621 S 40th way

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Kathleen Pettycrew

Signature [redacted]

Address 4149 E. Burgess Ln

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address_____

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Name [redacted]

Signature Adrian Barraza

Address 4308 Saint Anne Ave Phx AZ 85042

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Jaquelyne Chavez

Signature [redacted]

Address 4308 E Saint Anne Ave Phoenix AZ 85042

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Anjesia Acevedo

Address 4723 E saint charles Ave

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Fernando Abundis

Address 7002 S 47th St

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

*Name Victor Ponce

Signature Victor Ponce

Address 4311 E St Anne Ave

Email [redacted]

Phone Number [redacted]

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Name Leticia Carrasco

Signature Leticia Carrasco

Address 4311 E Saint Anne Ave

Email [redacted]

Phone Number [redacted]

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Name Jesus Rafael Ponce

Signature

Address 4311 E Saint Mme Ave

Email [redacted]

Phone Number [redacted]

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Name

Signature

Address

Email

Phone Number

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Name Rufus Martinez

Signature Rufus Martinez

Address 4312 E Sonf Ann

Email _____

Phone Number [redacted]

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Name _____

Signature _____

Address _____

Email _____

Phone Number _____

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Printed Name Margarita Alvarez Fernandez

Address 6619 S 46 Pl

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Joseph Alvarado

Address 4521 E Fremont St

Email _____

Phone [redacted]

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Name Nydia Samaniego

Signature

Address 4023 E. Apollo Rd Phx, AZ 85042

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address_____

Email_____

Phone Number_____

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Printed Name Amina Aden

Address 4119 E Burgess Ln

Email [redacted]

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Shakira Aden

Address 4119 E Burgess Ln

Email [redacted]

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Pete

Signature Pedro Ben

Address 4731 E Baseline Ln AZ. 85042

Email

Phone Number

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name

Signature

Address

Email

Phone Number

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Name Sergio Garcia

Signature [redacted]

Address 4032 E Burgess Ln

Email none

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Maria Eugenia Vera

Signature [redacted]

Address 4032 E. Burgess LN

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Jacqueline Poole

Signature Jacqueline Poole

Address 4017 E Burgess Ln Phoenix AZ 85042

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Kory Stingley

Signature Kory Stingley

Address 4017 E. Burgess Ln Phoenix AZ 85042

Email [redacted]

Phone Numbe [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Michael Almanza

Address 4123 E. Saint Catherine Ave

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Thad Allen

Address 4130 E Apollo Rd

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Gilbert Diaz Jr

Signature [redacted]

Address 1236 W. Hermosa Dr

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name_____

Signature_____

Address_____

Email_____

Phone Number_____

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Name Joseph Jordan

Signature Joseph Jordan

Address 4159 E Wayland RD

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name

Signature

Address

Email

Phone Number

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Name Alex Contreras

Signature

Address 4015 S. 41st

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

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Signature_____

Address_____

Email_____

Phone Number_____

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Name Victor M Macias

Signature [signature]

Address 4014 E ST Catherine Ave.

Email

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name

Signature

Address

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Name Luis Galindo

Signature

Address 6048 S 41st

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Paulino Mariscal

Signature

Address 6048 S 41st

Email [redacted]

Phone Number [redacted]

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Name DeArche Nelson

Signature DeArche Nelson

Address 5833 S. 42nd PL

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Kelsie Cooke

Signature Kelsie

Address 5648 S 44th Pl

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Joyce Amrstrong

Address 4514 E. Saint Kims Ave

Email _____

Phone [redacted]

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Printed Name _____

Address _____

Email _____

Phone _____

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Name Charles L. Smith

Signature Charles L Smith

Address 5328 S. 48th St Phoenix, AZ 85040

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Vecenia Loera

Signature Vecenia Loera

Address 4514 E Buena Vista Phx AZ 85042

Email [redacted]

Phone Numbe [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Denice Andrade

Address 6220 S 47th Pl

Email _____

Phone [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the south west corner of 40th Street and southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our south mountain community.

Printed Name Ismael Andrade

Address 6220 S 47th Pl

Email _____

Phone [redacted]

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Name Matt Messersmith

Signature

Address 7426 S. 46th St

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Julie L Messersmith

Signature Julie L Messersmith

Address 7426 S. 46th St

Email [redacted]

Phone Number [redacted]

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Name Gerardo Ruiz

Signature Gerardo Ruiz

Address 7408 S. 46th St

Email [redacted]

Phone Number [redacted]

As a resident of the South Mountain Village Community, I am in support of the zoning case # Z-35-20-8 and GPA -SM-1-20-8 for the property located at the South West Corner of 40th Street and Southern Parcel numbers 122-79-019B and 122-79-019C being developed into the Sanctuary at South Mountain. The Sanctuary at South Mountain is a single-family home rental community of approximately 198 units. I believe that this will be a great addition to our South Mountain Community.

Name Maria Ruiz

Signature Maria Ruiz

Address 7408 S. 46th St

Email

Phone Number [redacted]

From:	Hannah Bleam
To:	Trent Marchuk
Cc:	Enrique A Bojorquez-Gaxiola; Sandy Bawden; Somos BuildBam; vanjacksonaz@gmail.com
Subject:	RE: South Mountain VPC informational meeting - August 11, 2020 at 6pm (r Z-35-20-8 and GPA-SM-1-20-8)
Date:	Thursday, December 3, 2020 3:04:15 PM

Good afternoon Trent,

I wanted to provide an update. We are taking a look at the site plan and will be making some modifications based on feedback. We want to ensure that the responses to the questions are the most current and therefore we will update and send you the most current version when the site plan is complete.

Feel free to reach out if you would like to discuss.

Thank you,

Hannah Bleam, AICP
Land Use Planner
Withey Morris, PLC
2525 E. Arizona Biltmore Cir, Ste A-212
Phoenix, AZ 85016
Phone: 602-230-0600



[witheymorris.com]

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From: Hannah Bleam
Sent: Wednesday, December 2, 2020 7:17 PM
To: Trent Marchuk <trentchristopher@gmail.com>
Cc: Enrique Bojorquez <enrique.bojorquez-gaxiola@phoenix.gov>; Sandy Bawden <skb5775@gmail.com>; Somos BuildBam <somosbuildbam@gmail.com>; vanjacksonaz@gmail.com
Subject: RE: South Mountain VPC informational meeting - August 11, 2020 at 6pm (r Z-35-20-8 and GPA-SM-1-20-8)

Good evening,

Regarding the most recent neighborhood meeting, the affidavit of notification and details were

Enrique A Bojorquez-Gaxiola

From: Trent Marchuk <trentchristopher@gmail.com>
Sent: Thursday, December 3, 2020 12:43 PM
To: hannah@witheymorris.com; Enrique A Bojorquez-Gaxiola
Cc: Sandy Bawden; Somos BuildBam; vanjacksonaz@gmail.com
Subject: Re: South Mountain VPC informational meeting - August 11, 2020 at 6pm (r Z-35-20-8 and GPA-SM-1-20-8)
Attachments: Notification of 40th St & Southern SMVPC 10-30-20 (1).pdf

Enrique - please continue to add this thread to the case file.

Hi Hannah,

Wonderful; that was the meeting to which we were made aware. See attached.

We are happy to report that the resident collective has made significant inroads with the residents on the east side of 40th St, as well as in BHRE, Ravenswood, and the residents and nurseries within the northern half of the MUA. We are all deeply opposed to this proposed PUD.

It should be noted that the attahched notification stated, "the general plan amendment request adds 10-15 du/acre designations to the MUA general plan designation to this property."

The attached notice therefore indicated to the neighbors that we would be subject to reviewing the same failed proposal for a fourth time. While the Applicant and her team may receive remuneration for engaging in this activity, the neighbors simply do not. It is of little surprise the neighbors saw through this naked attempt at checking a box in the process and did not countenance their participation on Nov 18. The neighbors continue to plead for a good faith effort by the Applicant to actually resolve our unresolved concerns.

On Nov 11, during the second information Session, the SMVPC Chair asked the Applicant to work with the neighbors to resolve the neighbors' unresolved concerns. As I have consistently been the spokesperson for the collective, I can state that the Applicant has done no such thing - as of today. The conversations I have had with the Applicant (or her representatives) occurred on the following dates with the following individuals. Contemporaneous notes on these conversations can be found in the case file.

- Aug 14, 2020 - Beth Hintze and Trent Marchuk
    - Beth stated she had alternative options for developing the land in conformance to the existing land use regulations and city's vision
    - Beth initiated an ultimatum to the neighbors and requested Trent represent it to the neighbors
- Aug 18, 2020 - Beth Hintze and Trent Marchuk
    - Beth reiterated her ultimatum to the neighbors
        - Note: on Nov 10, the neighbors officially responded to the ultimatum via the SMVPC and asked for Beth to pursue her alternative options rather than this failed proposal
    - Trent stated that if Beth is able to develop the land however she deems fit within the existing rules, then she will very likely garner the support of the neighbors.
- Nov 17, 2020 - Scott Brown and Trent Marchuk
    - Scott Brown left a voicemail requesting to meet with Trent Marchuk on Fri, Nov 20 or early the week of Nov 23
- Nov 19, 2020 - Scott Brown and Trent Marchuk

    - Scott Brown requested Trent to setup a meeting with Scott Brown and the leaders of the resident collective for after Thanksgiving.
    - Trent emphasized a willingness to meet with the caveat that the agenda be new and/or novel; the neighbors cannot be expected to review the same failed proposal a fourth time when the case file has ample documentation on the neighbors' objections and openness to alternative development options. Trent requested a "back of the napkin" revised site plan to help gauge whether the neighbors' feedback was actually being incorporated.
    - As of Dec 3, the Applicant has not reached back out to meet with the neighbors - at least with those of this collective who have been the primary spokespeople for the neighbors since July.

In addition to the above limited conversations, the neighbors have registered their perspective on this failed proposal in many instances. Details on the below, and more, are abundantly in the case file.

- Jul 15 - Via email, the neighbors submitted a question packet to the Applicant.
    - On Aug 4, the Applicant promised to respond to "all" questions. As of Dec 3, 2020, the neighbors have yet to receive the promised reply.
- Jul 16 - The first Neighborhood Meeting
    - Note: the Applicant disallowed verbal engagement from the community and did not allow for the neighbors to see each other's questions.
    - The Applicant shared the responses to the neighbor's questions on Dec 2, though that was also promised on Aug 4.
- Aug 11 - First SMVPC Informational Meeting
    - Multiple neighbors yielded their time to Trent Marchuk, representing somosbuildbam.org [somosbuildbam.org]
    - The near ubiquitous failings of the first proposal relative to the existing land use regulations and the city's vision were enumerated in detail
- Nov 11 - Second SMVPC Informational Meeting
    - Multiple neighbors yielded their time to Trent Marchuk, representing somosbuildbam.org [somosbuildbam.org]
    - The continued near-ubiquitous failings of the second proposal, newly considering the stipulations and history of the northern C-2 parcel, were detailed in a document provided the SMVPC in advance and referenced in the neighborhood's statement
    - The diverse collective of neighbors who have heavily invested in the MUA relying upon the city's published documents were highlighted
    - The Applicant's ultimatum and the ability for the Applicant to have viable alternative options for this land, which are preferred by the neighbors, were formally recognized.

Therefore, given the above, it appears that the Applicant has not and continues to not work in good faith with the neighbors to find an amicable solution.

The term "bulldoze the neighbors", as used by the Applicant herself, appears to summarize the approach the neighbors have consistently experienced since July.

We hope that the Applicant will finally heed the neighbors' requests: review the abundant documentation in the case file representing the neighbors' perspectives and suggest a meeting (including a novel and new agenda) with the neighbors incorporating a good faith effort to actually resolve the neighbors unresolved concerns.

We look forward to reaching a mutually amicable solution,
Trent Marchuk
somosbuildbam.org [somosbuildbam.org]

On Wed, Dec 2, 2020 at 7:16 PM Hannah Bleam <hannah@witheymorris.com> wrote:

WITHEY MORRIS PLC
ATTORNEYS AT LAW

October 30, 2020

Re: Notification of South Mountain Village Planning Committee Informational Presentation and Virtual Neighborhood Meeting Regarding The Rezoning And General Plan Amendment For The Property Located Approximately 340 Feet West Of The Southwest Corner Of 40th Street And Southern Avenue, Phoenix (Case Nos. Z-35-20-8 and GPA-SM-1-20-8)

Dear Property Owner or Registered Neighborhood Association Representative:

Brown Group Inc. (the "Applicant") proposes to develop the approximately 17-acre property located 340 feet west of the southwest corner of 40th Street and Southern Avenue in Phoenix (the "Property"). The Property has remained vacant for years and is currently zoned C-2 (Intermediate Commercial) and Suburban S-1 District – Ranch or Farm Residence, within the Baseline Area Overlay District (BAOD). The request is to rezone to a Planned Unit Development (PUD) zoning designation to accommodate the development of a detached and duplex single-family rental unit project (the "Project"). The PUD incorporates many of the applicable standards and design guidelines found in the BAOD and Mixed Use Agriculture (MUA) districts. A copy of the PUD development narrative containing the complete details of the request is on file with the City of Phoenix Planning and Development Department and accessible online at https://www.phoenix.gov/pdd/planning-zoning/pzservices/pud-cases. In addition, the existing general plan land use designation is MUA and the general plan amendment request adds Residential – 10-15 du/acre designation to the MUA general plan designation on the Property.

The goal of the Project is to provide high-quality housing options of single-family style of living, with both detached homes and duplex homes, with shared common amenities. Attached is a site aerial and an updated conceptual site plan. Other pertinent application materials, such as renderings and elevations, may be viewed via the project website at: http://www.40thandsouthern.com

We wanted to inform you that a Village Planning Committee meeting has now been scheduled to provide additional information about the development and a second virtual neighborhood meeting has also been scheduled.

South Mountain Village Planning Committee Meeting

The South Mountain Village Planning Committee meeting will be a virtual meeting. The meeting details are as follows:

South Mountain Village Planning Committee Meeting

Date: Tuesday, November 10
Time: Begins at 6:00pm
Location: Meeting will be held virtually. To participate, please see the instructions on the agenda on the public meeting notices website: https://www.phoenix.gov/cityclerk/publicmeetings/notices

For questions regarding the format of this meeting, please contact the South Mountain Village Planner, Enrique Bojorquez-Gaxiola, who may be reached at (602) 262-6949 or enrique.bojorquez-gaxiola@phoenix.gov.

PHONE: 602-230-0600 FAX: 602-212-1787 2525 E. Arizona Biltmore Circle, Suite A-212, Phoenix, AZ 85016

You are welcome to attend this meeting 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. Meeting information is also found on signs posted on the site. You may also make your feelings known on this case by writing to the City of Phoenix Planning and Development Department, 200 West Washington Street, 2nd Floor, Phoenix, Arizona 85003, referencing the case number. Your letter will be made part of the case file.

The South Mountain Village Planning Committee will review the case at a future meeting to provide a recommendation. This meeting and future meetings/hearings have not yet been scheduled. You will receive a subsequent notice identifying the date and location of the meeting/hearings when they have been scheduled.

Virtual Neighborhood Meeting

Typically, we would invite you to an in-person meeting to discuss the case. However, the City of Phoenix declared a Local Emergency on March 20, 2020 due to COVID-19 concerns, which prevents group gatherings. Therefore, we are hosting a second virtual neighborhood meeting to discuss the project, the details are as follows:

Virtual Neighborhood Meeting

Date:	Wednesday, November 18
Time:	Begins at 5:30pm
Location:	*Virtual

*To participate in the meeting, please email Hannah Bleam at hannah@witheymorris.com and request a link to the meeting. In addition, if you wish to speak during this virtual neighborhood meeting, please indicate that in your email to Ms. Bleam. The only way to access the meeting will be via the link from Ms. Bleam.

You may also contact Hannah Bleam at this office to learn more about these cases and express your thoughts. She can reached via e-mail at hannah@witheymorris.com and via telephone at (602) 230-0600.

Very truly yours,

WITHEY MORRIS P.L.C.

By
Jason B. Morris

Enclosures

Aerial Map


E SOUTHERN AVE
E SOUTHERN AVE
S 38Th St
S 40TH ST
S 40TH ST
S 40Th Pl
122-79-019A
122-79-019B
122-79-019C
Site
E St Catherine A

N


EAST SOUTHERN AVENUE
SOUTH 39TH STREET
SOUTH 40TH STREET
E NANCY LN
HOUSE
HOUSE
HOUSE
HOUSE
GARAGE

submitted to the city and are apart of the case file that Enrique can share with you. In addition, we had one resident register for the meeting; however, no one ended up showing up (except the development team).

The additional question/responses will be sent this week.

Thank you,

Hannah Bleam, AICP
Land Use Planner
Withey Morris, PLC
2525 E. Arizona Biltmore Cir, Ste A-212
Phoenix, AZ 85016
Phone: 602-230-0600



[witheymorris.com]

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From: Trent Marchuk <trentchristopher@gmail.com>
Sent: Wednesday, December 2, 2020 7:02 PM
To: Hannah Bleam <hannah@witheymorris.com>
Cc: Enrique Bojorquez <enrique.bojorquez-gaxiola@phoenix.gov>; Sandy Bawden <skb5775@gmail.com>; Somos BuildBam <somosbuildbam@gmail.com>; vanjacksonaz@gmail.com
Subject: Re: South Mountain VPC informational meeting - August 11, 2020 at 6pm (r Z-35-20-8 and GPA-SM-1-20-8)

Hi Hannah,

Thank you for providing the responses to the questions asked during the first neighborhood meeting. It's interesting to note that the responses appear to be written over four months after the meeting.

When should we expect to receive the promised written responses to the questions submitted from the neighbors on July 15, 2020?

Lastly, in the recent attachment is reference to a "neighborhood meeting" on Nov 18, 2020. Can you provide details on that meeting, including the neighborhood notification process and participants?

Regards,
Trent

On Wed, Dec 2, 2020 at 6:53 PM Hannah Bleam <hannah@witheymorris.com> wrote:

> Good evening,
>
> I apologize for the delay. Please find the attached questions and responses from the neighborhood meeting.
>
> We are happy to answer any questions you and the neighbors have. Feel free to give me a call or send an email if others arise.
>
> Thank you,
>
> Hannah Bleam, AICP
> Land Use Planner
> Withey Morris, PLC
> 2525 E. Arizona Biltmore Cir, Ste A-212
> Phoenix, AZ 85016
> Phone: 602-230-0600
>
> 
>
>
> This e-mail, and any attachment(s), is intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure. Dissemination, distribution or copying of this e-mail or the information herein by anyone other than the intended recipient, or an employee or agent responsible for delivering the message to the intended recipient, is prohibited. If you have received this e-mail in error, please destroy the original message and all copies.
>
> ---
>
> **From:** Trent Marchuk <trentchristopher@gmail.com>
> **Sent:** Wednesday, December 2, 2020 4:32 PM
> **To:** Hannah Bleam <hannah@witheymorris.com>; Enrique Bojorquez <enrique.bojorquez-gaxiola@phoenix.gov>
> **Cc:** Sandy Bawden <skb5775@gmail.com>; vanjacksonaz@gmail.com; Somos BuildBam <somosbuildbam@gmail.com>
> **Subject:** Re: South Mountain VPC informational meeting - August 11, 2020 at 6pm (r Z-35-20-8 and GPA-SM-1-20-8)
>
> @Enrique - Please add this email to the case file for Z-35-20-8 and GPA-SM-1-20-8
>
> Hi Hannah,

40th and Southern Rezoning
Virtual Neighborhood Meeting Chat
July 16, 2020
Questions and Responses

17:39:27 From Trent Marchuk to Withey Morris(Privately) : kindly request time to speak, when appropriate

17:45:27 From Roque & Maria to Withey Morris(Privately) : What is a diff. Between rental and apt?

- These residences are a hybrid between an apartment unit and a single-family home. They typically are single-story & two-story, detached & attached, with a small backyard patio and include amenities such as a community pool, fitness center, dog park & dog washes.
- Unlike traditional two- or three-story apartment complexes which are vertical, all of the homes are single story with a private backyard (with few 2-story homes). Our single-family luxury rental homes allow our residents to enjoy a carefree lifestyle as someone else tends to the home and yard maintenance. A socially active lifestyle and beautiful amenities engage the residents, creating friendships and a true sense of community. The gated, professionally managed communities feature one-, two-, three bedroom technology-forward homes with 10' ceilings, large private backyards & community clubhouse (pool, fitness & resident lounge) & dog parks. The homes range in size from 692 square feet to 1,391 square feet. The smartest home technology package available includes keyless entry, doorbell cameras, light controls, thermostat, motion detector and all security systems.
    - Traditional Apartments:
        - Typically, 30+ du/ac
        - 2 – 6 stories
        - Average unit size in AZ - 823 square feet
    - Single Family for Rent community:
        - Between 10 – 12 du/ac
        - Majority single-story
        - The average unit size – 1,000 square feet

17:46:41 From Roque & Maria to Withey Morris(Privately) : Why are you blocking group chat?!

- Due to the large number of participants at this meeting, we are using the chat function to field questions regarding the project and request.

17:47:27 From Zack Bruce Lindsay to Withey Morris(Privately) : How many parking spot?

- There are currently 443 parking spaces proposed for the project.

17:49:21 From LPeterson to Withey Morris(Privately) : Will they be section 8?

- This will not be Section 8 housing.

17:55:12 From Zack Bruce Lindsay to Withey Morris(Privately) : Are there more detailed renderings .. "Two story"

- We do not have these renderings. But the two story renderings will have many of the same design details that the one-story rendering included. (Please note renderings are now available with the newest version of the PUD available online with more design details)

17:55:33 From LPeterson to Withey Morris(Privately) : What is the set back between houses?

- Not determined at this point. But the setback will be consistent with the building code requirements.

17:55:48 From Sean Kelly to Withey Morris(Privately) : Speak to the rezone process. If rezoned to meet requirement, what stops the browns selling to another who is now cleared to build apartments

- The developer on the project will be the ones to develop and own the property.

17:55:51 From Tanis & Ambrose Earle to Withey Morris(Privately) : Rental rates for 1, 2 & 3 bedroom?

- These will be dictated by the market at the time they are developed.

17:56:05 From van jackson to Withey Morris(Privately) : You want to emphasize single family so much, what is the number of single vs the duplex? Isnt it a vary small percent?

- The percentage of detached units is 25% and duplex (attached) units is 75%.

17:56:19 From LPeterson to Withey Morris(Privately) : How much will the rent be?

- These will be dictated by the market at the time they are developed.

17:56:32 From Roque & Maria to Withey Morris(Privately) : What is the difference between rental versus apts when it comes to tenants, traffic, visitors.

- Generally traditional apartments have a higher density (or more people) on the property. Traditional apartment could have about 30 dwelling units/acre, while this product is approximately 11-12 dwelling units/acre. Therefore, there would be more tenants, traffic, and visitors on a more traditional apartment complex.

17:56:43 From Zack Bruce Lindsay to Withey Morris(Privately) : Ratio of Two story Vs. Single story?

- The number of one story homes will be 76% and the number of two-story home will be 24%. There will be no two story homes along the southern property line, they will mostly be located toward Southern Avenue.

17:57:27 From Jolyn's iPhone to Withey Morris(Privately) : how wide are streets. HOA? will parking be allowed on street?

- The internal drive aisles will be a minimum of 24 feet wide, per City of Phoenix requirements. The property will be managed by a property management company, and it will not have an HOA. Parking requirements for this development will be met on-site.

17:57:42 From Robert Underwood to Withey Morris(Privately) : I feel the density is to high, would you be willing to lower the density?

- We are still evaluating the proposed density and will continue to have discussions around density with the community and City staff. (Please note that units have been reduced since the time these questions were asked).

17:57:51 From Tanis & Ambrose Earle to Withey Morris(Privately) : Size of back yard?

- The size of the private backyards will be between 192-276 square feet. There is also shared common open space and amenities on the site.

17:58:21 From Roque & Maria to Withey Morris(Privately) : Why just not LARGE homes?

- The single-family rental product is something that has not been developed in this area and there is a need for quality housing that is accessible to a number of people at various income levels. Homeownership is not something that everyone can afford or wishes to do, and this product provides housing for those individuals.

17:58:28 From Zack Bruce Lindsay to Withey Morris(Privately) : Why not Condos?

- The parcel is owned as one parcel with the single-family rental product. Condos would be individually owned and platted.

17:58:39 From Roque & Maria to Withey Morris(Privately) : …privately owned?

- The single-family rental product is something that has not been developed in this area and there is a need for quality housing that is accessible to a number of people at various income levels. Homeownership is not something that everyone can afford or wishes to do, and this product provides housing for those individuals.

17:58:56 From Trent Marchuk to Withey Morris(Privately) : If the neighbors cannot be allowed to speak, I would ask that all neighbors who desired to speak to submit their statements via email to both Hannah and Enrique (with the city)?

- We are always available to discuss this project with neighbors anytime. Feel free to contact Hannah Bleam at Hannah@witheymorris.com or 602-230-0600.

17:59:04 From georgebinghamii to Withey Morris(Privately) : what is size of back yards?

- The size of the private backyards are on average 192-276 square feet. There is also shared common open space on the site.

18:00:35 From LPeterson to Withey Morris(Privately) : The homes in Heard Ranch are currently selling for 600-700 thousand. What would be the benefit of being located next to low cost rentals? How will it effect our values?

- This property is located adjacent to Bartlett Heard Ranch, but is also adjacent to a commercial intersection. A use, such as single-family rentals, is an appropriate transition from single-family residential to commercial uses.

18:01:55 From Kevin's iPhone to Withey Morris(Privately) : It seems with making this a multi-family property, we would be inviting a high density of people that bring an array potentially troubled people. How do we insure this won't negatively effect our neighborhood.

- The Property will be managed by a property management company to ensure that maintenance is at the highest level. In addition, each resident goes through an income qualification process and a background check.

18:02:05 From Bereket Gebre-Egziabher to Withey Morris(Privately) : how does this development / and deviation change the dynamics of the historical perspective of this community? Is it only two stories?

- The proposal is a mix of one-story and two-story homes. In addition, the Baseline Area Overlay District provides design guidelines that have been included in the proposed PUD to encourage appropriate design elements for the area.

18:03:25 From Trent Marchuk to Withey Morris(Privately) : The group has submitted detailed questions yesterday. They are too detailed to go into at this time. When will we receive the response to those questions>

- We are still working on obtaining the answers to those questions. We appreciate your patience and thank you for your engagement on the project.

18:03:37 From Roque & Maria to Withey Morris(Privately) : There is no control of future ownership, what are the covenants & restrictions for the life of the community?

- Ever resident goes through an income qualification process, as well as background check. In addition, the Management company makes sure each resident is living up their agreement, takes trash out & does not park on the street. The residents can be fined and could eventually evicted if they do not comply.

18:06:45 From Roque & Maria to Withey Morris(Privately) : Management companies will change, are there any guarantees?

- There will be agreements with the management company and residents about what is appropriate.

18:06:46 From Velins phone to Withey Morris(Privately) : did you mentioned no two stories on south side to heard ranch community?

- That is correct, there will be no two-story homes on the south property line.

18:07:12 From Tanis & Ambrose Earle to Withey Morris(Privately) : Are there limits to how many people can live in a dwelling and how is that enforced?

- It is enforced through management; they have a list of every resident by name who lives in the units.

18:07:21 From Sean Kelly to Withey Morris(Privately) : ?

18:07:30 From georgebinghamii to Withey Morris(Privately) : are there assigned parking spaces? covered or uncovered?

- There will not be assigned parking spaces and half of the parking spaces will be covered.

18:07:32 From Bereket Gebre-Egziabher to Withey Morris(Privately) : I think you should allow people to speak using their own voices as we do with yours - until we can meet as members of this community.

- Due to the large number of participants at this meeting, we are using the chat function to field questions regarding the project and request.

18:08:42 From Tanis & Ambrose Earle to Withey Morris(Privately) : Is this community gated?

- At this time there has not been a decision to gate or not-gate the community.

18:08:50 From Velins phone to Withey Morris(Privately) : are the back yards going to face south to the community?

- There are the sides of backyards and one backyard facing the southern property line. However, in between the yards is a common open space area and a landscape buffer with ample trees and landscaping. In addition, there will be a wall/fence along the southern edge of the property.

18:09:55 From Velins phone to Withey Morris(Privately) : concern for our privacy . will you put up large trees for privacy ?

- There is landscaping, included trees, proposed along the southern property line consistent with the requirements of the Baseline Area Overlay District and Mixed Use Agriculture District.

18:10:04 From Trent Marchuk to Withey Morris(Privately) : what is the plan to iteratively work with the neighbors and receive their active feedback?

- We will be hosting at least one more virtual neighborhood meeting in additional to smaller group meetings as needed. Also, we are always willing and available to discuss the project with anyone. (Please note that we hosted another neighborhood meeting on 11/18/20, which was after this meeting).

18:11:27 From georgebinghamii to Withey Morris(Privately) : Walgreen's landscaping is despicable with a multibillion dollar company they can well afford to keep their properties pristine. How do you propose in maintaining your property in an absolutely pristine condition from the Landscaping standpoint. It always looks nice on day one but from that point on unless you have someone there or someone contracting Landscaping rapidly descends into a state of disrepair. GNBII

- Thank you for the feedback regarding landscaping maintenance. We will ensure that the property and landscaping are maintained and in pristine condition.

18:12:39 From Tanis & Ambrose Earle to Withey Morris(Privately) : You didn't answer how many people can live in a dwelling... 1,2 & 3 bedroom limits please.

- It is enforced through management; they have a list of every resident by name who lives in the units.

18:15:01 From georgebinghamii to Withey Morris(Privately) : In fact if you want to see what my standard is PLEASE SEE my property in HEARD RANCH…GNBII

18:17:01 From Bereket Gebre-Egziabher to Withey Morris(Privately) : It is imperative that we have a live meeting as we move along with the pandemic <>

- At this time, given the Covid-19 impacts and risks, neighborhood meetings as recommended by the City of Phoenix will be conducted virtually.

18:17:30 From moniquebontrager to Withey Morris(Privately) : playground for residence kids?

- Thank you for the recommendation and feedback. We will consider this option as a common space amenity.

18:20:05 From Bereket Gebre-Egziabher to Withey Morris(Privately) : To preserve our community, the builder should be aware that our community should not be used for overnight parking or daytime parking.

- The required parking for the development will be done on the property.

18:20:35 From Trent Marchuk to Withey Morris(Privately) : Would the Landowner and/or their Representative be willing to work with the neighbors and the city to find a mutually acceptable alternative strategy for re-entitlement and development of these parcels?

- We are always available to listen to the neighborhood's feedback and discuss the proposal.

18:21:01 From Kevin's iPhone to Withey Morris(Privately) : didn't hear my questioned asked about problematic people in the hood. please respond.

18:21:38 From Roque & Maria to Withey Morris(Privately) : There is no control of future ownership, what are the covenants & restrictions for the life of the community?

- Ever resident goes through an income qualification process, as well as background check. In addition, the Management company makes sure each resident is living up

their agreement, takes trash out & does not park on the street. Residents can be fined & eventually evicted if they do not comply.

18:21:50 From Robert Underwood to Withey Morris(Privately) : 2nd time sending, I feel the density is to high, would you be willing to lower the density?

- We are still evaluating the density and will continue to have discussions around density with the community and City staff.

18:22:04 From Tanis & Ambrose Earle to Withey Morris(Privately) : IN CASE YOU MISSED IT - You didn't answer how many people can live in a dwelling... 1,2 & 3 bedroom limits please. Thanks

- It is enforced through management; they have a list of every resident by name who lives in the units.

18:22:56 From Kevin's iPhone to Withey Morris(Privately) : so they will watch out for child molesters, sounds great!! sounds like way too many people for a small patch of land!

18:23:31 From georgebinghamii to Withey Morris(Privately) : PARKING SPACES: WILL THE PARKING SPACES BE ASSIGNED, HOW MANY TO EACH UNIT, ARE THE PARKING SPACES COVERED OR UNCOVERED, if a tenant has multiple automobiles how is that handled? GNBII

- There are a few units that have direct garage access. About half of the parking will be covered and will be assigned parking. The open spots are unassigned. In addition, there are 50 detached garages that residents can rent. In total there are 434 parking spaces, which is a ratio of 2.19 spaces per unit. Residents can have 2 spots or two cars per unit.

18:24:18 From van jackson to Withey Morris(Privately) : and more single units instead of duplexs.

- Thank you for the feedback on the ratio of detached units versus duplex unit.

18:24:31 From Kevin's iPhone to Withey Morris(Privately) : thank you for toning that down!

18:25:38 From van jackson to Withey Morris(Privately) : Hannah you are a Rockstar! Good Job!

18:26:10 From Kent June to Withey Morris(Privately) : what has the feedback or reviews been from tenants of your similar projects?

- There are no similar projects in this area.

18:26:26 From Trent Marchuk to Withey Morris(Privately) : who from the city is on this call?

- I don't believe a City representative was on the call.

18:26:41 From Tanis & Ambrose Earle to Withey Morris(Privately) : Doing any solar?

- No plans for solar. However, each unit follows energy efficient standards per building materials and appliances. Residents can control this through there Vivint Smart Home Technology Package.

18:27:11 From georgebinghamii to Withey Morris(Privately) : What's the square footage again on the three-bedroom I forgot to write it down. GNBII

- The three bedroom units are about 1,391 square feet, which is much larger than a traditional apartment.

18:27:38 From Blake Peterson to Withey Morris(Privately) : does the management company live on the property 24/7.

- They typically do not live on site. However, we have explored the option of having the maintenance person living on site. In addition, a security company, Signal 88, does drive throughs within and around the surrounding community.

18:27:46 From Zack Bruce Lindsay to Withey Morris(Privately) : Thank you :)

18:28:09 From georgebinghamii to Withey Morris(Privately) : THANK YOU! GNBII

18:28:13 From Tanis & Ambrose Earle to Withey Morris(Privately) : In summary, Tanis & Ambrose Earle @ 3602 E Vineyard Rd are not in support. Thanks and good night.

18:29:21 From Bereket Gebre-Egziabher to Withey Morris(Privately) : Thank you!

It has been over four months now since the below promise was made to the neighbors whereby the Applicant committed to respond to all neighborhood questions submitted to the Development Team. We appreciate that the Applicant committed to respond to the explicit questions asked and not rephrase the questions as presented by the neighborhood.

By when should the neighbors expect to finally receive the Applicant's answers to the neighborhood questions submitted on Jul 15, 2020?

Please note that we also continue to wait over four months for responses from the Applicant to the additional questions outlined in the thread below.

Please advise,
Trent Marchuk
somosbuildbam.org

On Thu, Aug 6, 2020 at 1:12 PM Trent Marchuk <trentchristopher@gmail.com> wrote:

> *Thank you Enrique for confirming this thread is now part of the case file.*
>
> Hi Hannah,
>
> Thank you for your response. We do appreciate the clarification that the Applicant has changed their position and has committed to respond to all neighborhood questions submitted to the Development Team. We appreciate that the Applicant will respond to the explicit questions asked and not rephrase the questions as presented by the neighborhood. We also appreciate the Applicant has shared the participant list.
>
> We request greater facilitation of community discussion by the Applicant to address community concerns and questions.
>
> Regarding the participant list, Scott Curtis was introduced as part of the Development Team on Jul 16, 2020 and is listed in the participant list. Can you tell us who Scott Curtis is? What company does he belong to, what is his position, and what is his role and interest in this project?
>
> It is disappointing that the neighbors had to wait over two and a half weeks (Jul 16 to Aug 4) to learn of the revisions to the original promises made by the Applicant to the Neighbors on 7/16/20. The fact we had to learn about them through our own follow-up weeks later, instead of proactive engagement by the Applicant, compounds the Neighbors' disappointment. By when should we expect to receive the Applicant's answers to the neighborhood questions submitted on Jul 15, 2020, now over three weeks ago?
>
> As of today, 3 weeks after the July 16 meeting, the neighbors have not yet received answers to

our questions during the meeting nor have the promised neighborhood small group meetings yet been scheduled. An email was received today from the Applicant to begin scheduling small group meetings with the neighborhood. However, that meeting will not occur prior to the SMVPC Information Presentation Meeting scheduled for Aug 11, 2020.

Although we appreciate that the Applicant is now willing to provide the 7/16 notes earlier than with the Citizen Participation Report, it is disappointing that the Applicant promised those notes and responses during the meeting and did not proactively notify the neighbors of the change in plan for the release of said notes and answers. Thank you for course correcting and being willing to make the notes and answer available "early". By when should the neighbors expect to receive those notes and answers?

In summary, this thread seems to indicate a pattern that is counterproductive to the promised iterative model between Applicant and Neighbors that was promised by the Applicant to occur on and after July 16, 2020. If we misunderstand, we would appreciate an alternate interpretation of the aforementioned concerns.

Respectfully submitted,
Trent Marchuk

On Tue, Aug 4, 2020 at 3:41 PM Hannah Bleam <hannah@witheymorris.com> wrote:

> Trent,
>
> I wanted to give an update on this project. We are currently working on the answers to all questions submitted to the development team. I believe there was some misunderstanding previously. We are happy to provide answers to all questions, but some were duplicates on the chat during the neighborhood meeting. However, we will provide answers (duplicate or otherwise) to make sure all questions will be answered. In addition, we can put these answers on the forms that they were submitted, but we will also have a FAQ brochure on our website.
>
> Also, I apologize for my previous comment that I could not get the attendee list. I did not know one could access Zoom participants from previous meetings. Like many, I am still learning all the virtual meeting software! I have attached the participant log with the names of those who attended.
>
> In addition, I am working on the minutes for that meeting and generally we would include them in the Citizen Participation Report, but we will get those to you sooner, per your request. We are happy to provide this information early.
>
> Keep an eye out for an email this week to schedule a small group meeting, which we are hoping to schedule for after the VPC meeting next week.
>
> If there is anything else, do not hesitate to give me a call or send an email.

Thank you!

Hannah Bleam, AICP
Land Use Planner
Withey Morris, PLC
2525 E. Arizona Biltmore Cir, Ste A-212
Phoenix, AZ 85016
Phone: 602-230-0600



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From: Trent Marchuk <trentchristopher@gmail.com>
Sent: Saturday, August 1, 2020 2:04 PM
To: Hannah Bleam <hannah@witheymorris.com>
Cc: Sandy Bawden <skb5775@gmail.com>; vanjacksonaz@gmail.com; Enrique Bojorquez <enrique.bojorquez-gaxiola@phoenix.gov>
Subject: Re: South Mountain VPC informational meeting - August 11, 2020 at 6pm (r Z-35-20-8 and GPA-SM-1-20-8)

+ Enrique to add the below to the case file for Z-35-20-8 and GPA-SM-1-20-8.

Hi Hannah,

Thank you for the reply and letting the neighborhood know, nearly two weeks after the July 16 meeting, that the approach promised by the Applicant's Representative during the meeting has been significantly revised.

These two revisions are highly concerning, as outlined in the two items below, because they give the appearance the Applicant is attempting to discourage public awareness and discussion regarding this request.

Revision #1
Promise during the meeting: A written reply would be made by the Applicant's Representative to the neighborhood's questions submitted on July 15, 2020. Subsequently, it was acknowledged by the Applicant's representative during the 7/16 meeting, that the

written responses would be then posted to the neighborhood website (somosbuildbam.org)

Revision to the promise: Per the below, the Applicant's Representative will post a FAQ document on their website to provide answers to *many* of the questions received during the neighborhood meeting and subsequently via email. (emphasis added)

Neighborhood Response: The Applicant's Representative's revised approach is appreciated as a supplement to community outreach. However, it is an example of how the Applicant appears to be insufficiently satisfying the Guidelines provided by the city in the memo "REQUIRED NEIGHBORHOOD MEETINGS: LOCAL EMERGENCY GUIDELINES". Addressing "many" of the unresolved concerns is not the same as addressing "any community concerns or questions". Absent answering the questions as originally posed in their entirety, as promised to the neighborhood by the Applicant's Representative on 7/16, the Applicant will be answering their own questions and will not have answered the unresolved concerns of the neighborhood. The same principle would apply for any unresolved concern posed during subsequent meetings or in any email regarding this project.

Revision #2

Promise during the meeting: The community would be given "ample opportunity to be heard", as stated by the Applicant's Representative on 7/16. Additionally, the attendee list, notes, questions, and answers from the July 16 meeting would be provided to the neighbors for our review following the meeting.

Revision to the promise: All meeting notes are provided in the Citizen Participation Plan that will be submitted to the City of Phoenix 15 days prior to the first VPC meeting (for recommendation), which has not yet been scheduled.

Neighborhood Feedback: By withholding key meeting information until required, per the Planned Unit Development (PUD) Procedures Outline, the Applicant is both going back on their word to the neighborhood and the question is opened as to whether they are following the guidance provided in the REQUIRED NEIGHBORHOOD MEETINGS: LOCAL EMERGENCY GUIDELINES since "Applicants are encouraged utilize as many resources and strategies as possible to facilitate public awareness and discussion regarding the request." The revised actions cited above accomplish the opposite. The neighborhood understands that the Local Emergency Guidelines were put in place to accomplish the same goals of resolving neighborhood unresolved concerns as allowed in following the normal PUD Procedure, not as a way to bypass or delay resolving the neighborhood's unresolved concerns. Please advise if the neighborhood misunderstands how the PUD Procedure has changed during COVID.

We hope Withey Morris will re-consider the above revisions and work with the neighborhood in good faith.

Also, I do look forward to the small group meeting when it finally gets scheduled and conducted.

Thank you,
Trent Marchuk

On Wed, Jul 29, 2020 at 4:30 PM Hannah Bleam <hannah@witheymorris.com> wrote:

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>
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>
> As always, please call or email if you have any additional questions.
>
> Thank you!
>
> Hannah Bleam, AICP
> Land Use Planner
> Withey Morris, PLC
> 2525 E. Arizona Biltmore Cir, Ste A-212
> Phoenix, AZ 85016
> Phone: 602-230-0600
>
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intended recipient, or an employee or agent responsible for delivering the message to the intended recipient, is prohibited. If you have received this e-mail in error, please destroy the original message and all copies.

From: Trent Marchuk <trentchristopher@gmail.com>
Sent: Wednesday, July 29, 2020 3:39 PM
To: Hannah Bleam <hannah@witheymorris.com>
Cc: Sandy Bawden <skb5775@gmail.com>; vanjacksonaz@gmail.com
Subject: Re: South Mountain VPC informational meeting - August 11, 2020 at 6pm

Thank you Hannah for letting us know about the informational presentation to SMVPC currently scheduled for Aug 11.

We look forward to reviewing the FAQ document.

Please let us know when we should expect:

* the promised meeting notes, attendees, questions, and answers from the 7/16 meeting

* the promised written responses to the unresolved neighborhood concerns submitted 7/15

* any updates on the promised small group neighborhood meetings discussed on 7/16

Thank you,
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From:	Trent Marchuk
To:	hannah@witheymorris.com
Cc:	Sandy Bawden; vanjacksonaz@gmail.com; Enrique A Bojorquez-Gaxiola
Subject:	Re: South Mountain VPC informational meeting - August 11, 2020 at 6pm (r Z-35-20-8 and GPA-SM-1-20-8)
Date:	Saturday, August 1, 2020 2:04:48 PM

+ Enrique to add the below to the case file for Z-35-20-8 and GPA-SM-1-20-8.

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As always, please call or email if you have any additional questions.

Thank you!

Hannah Bleam, AICP

Land Use Planner

Withey Morris, PLC

2525 E. Arizona Biltmore Cir, Ste A-212

Phoenix, AZ 85016

Phone: 602-230-0600



[witheymorris.com]

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From:	Trent Marchuk
To:	Enrique A Bojorquez-Gaxiola
Cc:	Patty Mckinstry; Patty & Bruce McKinstry; Sandy Bawden; Karen Mischlispy & Sue Beyer; Van Jackson
Subject:	Mtg Notes Beth Hintze & Trent Marchuk: 40th ST and Southern Ave. Z-25-20-8 and GPA-SM-1-20-8
Date:	Tuesday, August 18, 2020 5:45:35 PM

Hi Enrique,

Please add this email to the case file for Z-35-20-8 and GPA-SM-1-20-8

In summary, I met with Beth Hintze directly on two occasions and we spoke about the PUD and GPA referenced above. As the conversation was freeform, and it is customary for me to consult with the other leaders of the resident collective prior to speaking for the collective, I did mention to Beth that I could only speak for myself during these conversations and could not represent somosbuildbam.org [somosbuildbam.org] during either conversation. Beth acknowledged that distinction.

- For the single family rental proposal to have any chance of support from the neighbors, Beth was encouraged to work with the Developers to bring the PUD in compliance with the vast majority of MUA.
- Alternatively, Beth stated in terms of an ultimatum, that if the single family rental proposal were not to be approved by the neighbors, she would pursue a charter school on the s-1 parcel and high-density apartments (119 units) on the C-2 parcel
- Trent encouraged Beth to review the reported stipulations on the C-2 parcel and the resident collective would do the same
- Trent emphasized that as long as Beth is operating within the rules that govern the land, she will more than likely gain the collective's support - or at least likely not garner significant opposition from the collective.
- Beth left the conversation with two actions: 1) work with the Developer to bring the single family rental proposal into MUA compliance and 2) bring forward a back-up proposal to the single family rental option that is both in compliance with the governing rules of the land and would not require neighborhood involvement
- If Beth brings forward the above to Trent, Trent committed he would work with Beth to communicate to the neighbors the two options of Beth's ultimatum.

Please note that, after consulting with the leaders of somosbuildbam.org [somosbuildbam.org] and consistent with our mission, the resident collective would rather see the owner build out the land to however she is able within the confines off the existing governing documents than see the proposed single family rental community be built without complying to MUA. If Beth is able to successfully bring the single family rental proposal into vast conformance to the MUA, our disposition may change.

Below are the contemporaneous notes that I took relative to having spoken with Beth Hintze over cell phone.

Date: Friday, Aug 14, 2020
Start Time: 11:01a
End Time: 12:16p

- Beth's father purchased the land
    - He battled cancer

    - He was a realtor who loved South Phoenix
    - Successfully developed a center in South Phoenix
    - He worked with neighbors, people got behind him, he fought and won
    - He desired similar for this property
    - Handed the keys to Jerry, Beth's husband
- They have owned it for ~25 years
- About Beth's family
    - 11 children
    - the 8th child was born after her father passed away
- Land had a home on it for awhile
- Deal with Walgreens
    - Deal was handled by Beth's brothers
    - Walgreens had an option to buy the rest of the land
    - Built the Walgreens and left the option on the table
    - Was a citrus grove, walgreens tore down the house
    - Farmers worked the property, made no money, sunk money
- A company came in with a vision for an office centric plan
    - Beth went to every neighbor, left notes
    - A neighbor said they wanted the "cotton center"
    - Worked with everyone, but the attorney quit
    - Beth was an art major, thought about being an architect
    - Neighbors screamed they want homes
    - One neighbor reportedly said "nothing will be built there"
    - Neighbors agreed to sq feet, but neighbors complained and changed their position
- School/Apartments
    - Trent misrepresented Beth online
        - Trent said Beth was going to build retail or "whatever can be built"
        - Beth said she was going to build apartments not retail
        - Trent apologized and immediately corrected the somosbuildbam.org [somosbuildbam.org] website
    - Beth stated she was going to build a charter school on the S-1 Parcel
    - Beth stated she was planning to build apartments (119 units) on the C-2 Parcel
    - Beth felt she was abandoning the neighbors, but felt the the neighborhood had already abandoned her
    - Emphasized again she heard neighbors say the land should be homes
- Single Family Rental
    - Brown Group came and offered the Single Family Rental proposal
    - She had them change the look (stucco and modern prior)
    - Believes neighbors want something built
    - It's frustrating to Beth that we aren't listening to those neighbors
    - Retail: not enough rooftops
    - If this doesn't' go through, Beth states she will have to sell to school and high density apartments
- How has Beth marketed the land?
    - Mark has been her realtor for the last 15 years
        - well-spoke business man
        - reaches out to everyone
        - there are just a couple of people who suppress development
    - Beth stated having knowledge of personal information about Trent
        - Wife's career ambitions

Price paid for house
        - Note: this part of the conversation was perceived as awkward and potentially threatening to Trent
        - Note: Trent kept all comments to Beth to the land, unless supporting her sharing personal information about herself (ie, that must be tough raising 11 kids! after she shared that information)
    - Beth stated her understanding of MUA was not the vision Kate Gallego was looking for
        - When pointed out MUA had been in existence for 20+ years, Beth wasn't able to articulate what she intended, aside from mentioning something about Section 8 housing
        - Trent didn't have enough information to pursue the subject further, aside from Housing Phoenix - which the city says the relation to these parcels had not yet been made public
    - We discussed the possibility of Beth speaking with other Land Advisors
        - Trent has connections to national players, but not one person in particular
        - Trent stated he has no financial interest in this development and his connections don't desire financial interests as well
        - Trent stated his only interest is for the betterment of the community and to see that dirt transformed as the owner, city, and neighbors would agree
        - Trent encouraged Beth to receive proposals from multiple land advisors, inclusive and exclusive to Trent's contacts and make her own decision
        - Beth didn't want to throw her real estate agent under the bus
        - When mentioned he could remain involved, she stated she was under a contract where she couldn't entertain other visions (non-solicit)
        - Trent agreed that her contract was to be respected and stated that if that contract ended, he would encourage her to reach out to other land advisors who would potentially better maximize the value of the land and meet the neighbors' requirements
        - Beth stated she had spent over $100k on the land and that the taxes were too much to carry.
        - Beth stated she would give away the land if she could, but the other owner's won't allow that to happen
    - Beth's Ultimatum
        - Beth stated she would put forward an ultimatum to the neighbors: either the Single Family Rental project would be approved or she would sell to the charter school and high density apartments
        - Beth stated she preferred the single family rental and believed the neighbors would as well
    - Conclusion
        - Beth and Trent agreed to meet on Monday at 11a to discuss framing the ultimatum to the neighborhood
        - Trent encouraged Beth to be open to changes to the single family rental proposal to bring it inline with MUA as a possible avenue to get that option approved by the neighbors

Date: Monday , Aug 17, 2020
Start Time: 10:02a
End Time: 10:38a

- Initial Pleasantries
    - Beth and Trent exchanged initial pleasantries about the prior weekend
    - The conversation maintained a cordial, professional tone (as did the prior conversation) throughout the duration
- Follow-up and Intent
    - Trent shared that he contacted Enrique following the conversation on Friday to follow-up on some of the items
    - Trent stated that his intent and purpose is to understand the rules and ensure that he and the resident collective play by the rules, and attempt to hold the city and the property owner to the same standard
    - Trent stated that he doesn't see the point in obfuscating information as all relevant information is objective and we are seeking for an objective solution
- General Learnings
    - Trent shared with Beth that she was right on Friday on the following accounts
        - She is free to develop the land as she sees fit within the existing Planning and Development standards for the parcels
        - Both parcels were indeed also governed by the BAOD, but are not governed by the MUA
        - If there are any proposed changes to the land use, that is when the MUA can become applicable to the land use
- S-1 Property
    - Beth is right that she can likely develop a school on the S-1 parcel without much obstruction
    - Enrique was not 100% certain if it applied to charter schools, but was going to follow up
        - Note: Enrique has since confirmed Beth can build a charter school on S-1 without any zoning changes
    - Beth was also right that schools have a lot of latitude and can receive a lot of variances to the zoning rules, so may not be bound by S-1 or BAOD if a school is built
- C-2 Property
    - Trent informed Beth that the property to the north, under normal conditions, could be zoned for R-3 and for apartment land use
    - However, Trent informed Beth that the current C-2 parcel reportedly has stipulations upon it from the Walgreens era that potentially preclude apartments
    - Trent informed Beth there is a process to remove the stipulations, but it would require neighborhood involvement and new stipulations could be placed upon the land as a result, including MUA requirements
    - Beth said she did not believe that assessment.
        - She stated the city had told her that she could build apartments on the C-2.
        - She stated Enrique was inexperienced and she was going to call him.
        - Trent encouraged Beth to call Enrique
        - Trent also stated he had requested the stipulations so he could evaluate what they actually said, as Trent does not know firsthand what the stipulations state
            - Note: Since the phone call, Trent has submitted a public records release for the stipulations
- Single Family Rental Option
    - Trent encouraged Beth to re-visit the Single Family Rental option with the

developers and modify it to comply with MUA
    - Beth said she believed that option already paid sufficient homage to the MUA
        - Not only flower stand, but flowers would be planted around the property
        - The facades of the houses were "definitely MUA"
        - "Lots of" grass and open space
    - Trent encouraged Beth to focus on the design and development standards as the gauge as to whether the proposal is MUA, highlighting multiple areas of failure of the PUD relative to the MUA from his opposition statement on Aug 11
    - Trent mentioned that the design and development standards are what get built to and the facade and proposed flowers aren't promised when shovels hit the ground
        - Beth said she would personally ensure the character of the homes would be MUA
        - Beth said she believed that the architectural elements would be part of the PUD and binding to the developer
        - Trent questioned her ability to enforce the above two points, but conceded they had ventured outside of his knowledge area to state definitively one way or another
        - Beth reinforced that she was trying to give the neighbors something better than was already there
        - Trent agreed that the single family rental would be better looking than dirt, chain link fence, and weeds - but reminded Beth that is not the bar
        - Trent reiterated that the bar is, at least for the proposed PUD, complying with the BAOD and MUA district design and development standards
            - Trent signaled willingness to compromise on some elements of the MUA
            - However, Trent said the vast majority of the PUD should be in compliance with the MUA
- Framing an Option to the Neighbors
    - Trent and Beth agreed that framing a choice to the neighbors would be a positive next step
        - Single Family Rental
            - For this to have any chance of support from the neighbors, Beth was encouraged to work with the Developers and bring the PUD in compliance with the vast majority of MUA
        - School/Apartments
            - This is Beth's fallback option
            - She does not believe she will need neighbor support to build apartments
            - However, if the existing stipulations state otherwise, it is unknown how she would proceed
            - Trent signaled to Beth that if she attempts to remove the stipulations, the process would go through a Zoning Officer and likely the Village.
                - In both cases the neighbors would have a say, and the neighbors would attempt to introduce MUA stipulations
                - Trent reminded Beth that 5 village planning committee members, including the chair, stated the Single Family Rental project was a good project in the wrong location and one in particular stated a preference for 2.3 du/acre max
                - Trent stated that somosbuildbam.org [somosbuildbam.org] has

not coordinated with the village and does not plan to do so, but noted that we are aligned philosophically with some of the committee members and chair
        - Beth could still choose to develop the C-2 parcel within the confines of the stipualtions, C-2, and the BAOD. If she went this route, Beth could indeed do so without neighbor involvement.
            - Beth mentioned the possibility of gun stores, a large QT gas station, or other options she considered to be undesirable to the neighbors
    - Undefined Option #3
        - If apartments are not able to go onto the C-2 parcel, and she desires to remove the stipulations, it is yet to be seen what Beth's third option would be or if the school remains still a viable stand-alone option
        - If the branches of the decision tree are pruned to this extent, Trent reiterated that Beth may want to be open to speaking with other land advisors - assuming she would be out of her existing contract at this stage
        - Beth reiterated that she was not supportive of any other option than the two above
- Conclusion
    - Trent stated to Beth that the desire of the resident collective is for the land to be developed
    - Trent stated that development will be pursued under the existing governing rules and conditions
    - Trent reiterated his desire to help Beth navigate said rules
    - Trent stated that if Beth is able to develop the land however she deems fit using the rules, then she will very likely garner Trent's support and the support of the collective
    - Trent emphasized that once he or the collective strays from the governing rules, he and the collective stand to lose significant credibility and their position becomes significantly weakened in front of the City
    - Beth was encouraged by Trent to operate within the rules to find a workable solution

Thank you,
Trent Marchuk

From:	Trent Marchuk
To:	Ellie McMillan
Cc:	FABIOLA MARQUEZ; Sean Kelly; Van Jackson; chrisgolson1960@yahoo.com; fiveofnine@cox.net; ivoryhoofranch@gmail.com; mahagerty14@gmail.com; suebowman45@yahoo.com; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	Re: Zoom meeting regarding project at 40th St & Southern Ave
Date:	Tuesday, August 11, 2020 11:35:15 PM

+Enrique - Please add the below to the case files for Z-35-20-8 and GPA-SM-1-20-8

Hi Ellie,

The SMVPC informational presentation meeting was this evening and we do appreciate Withey Morris, especially Jason Morris, doing their best to bridge the gaps between the Applicant and the Neighbors.

On July 15, 2020, the neighbors provided pointed questions and feedback on the proposed PUD.

On July 16, additional feedback was given by at least 40 neighborhood residents who joined the Applicant's presentation.

The case file shows additional questions and follow-ups remained largely unresolved.

Unfortunately, on Aug 11, **none of the neighborhood feedback** was incorporated into the presentation to the SMVPC.

Additionally, it was shown that **the proposed PUD fails - nearly ubiquitously - the three documents** that guide planning and development for these two parcels.

Therefore, it is the recommendation of the resident collective somosbuildbam.org [somosbuildbam.org] that the neighbors no longer attend any small group neighborhood meetings meant to address the "single family rental community at 40th & Southern" until or unless significant revisions are made to align to the three primary documents that guide planning and development in our community.

Please accept this email as my personal withdrawal from further discussions under said conditions.

If the proposal fundamentally changes, or the Applicant would like to discuss viable alternatives, the proverbial door remains open.

Respectfully,,
Trent Marchuk
somosbuildbam.org [somosbuildbam.org]

On Sat, Aug 8, 2020 at 8:52 PM Trent Marchuk <trentchristopher@gmail.com> wrote:

> +Fabiola
>
> Fabiola says either the 17th or the 20th works for her and her husband Alonso.

-Trent

On Fri, Aug 7, 2020 at 9:09 AM Trent Marchuk <trentchristopher@gmail.com> wrote:

+Sean

Van says any day works

Sean and I both prefer Aug 20.

-Trent

On Fri, Aug 7, 2020 at 8:57 AM Ellie McMillan <ellie@witheymorris.com> wrote:

Good morning,

I'm circling back regarding my email from yesterday. I have been asked to remove August 10th as an option, so please take a look at the remaining dates/start times and let me know *all* options that work with your availability:

Mon. August 17th – 6:00pm, 6:30pm, 7:00pm

Tues. August 18th – 6:00pm, 6:30pm, 7:00pm

Thurs. August 20th – 6:00pm, 6:30pm, 7:00pm

Thank you,

Ellie McMillan

Withey Morris, PLC

2525 E. Arizona Biltmore Circle, Ste A-212

Phoenix, AZ 85016

602-230-0600 Main

602-346-4617 Direct



[witheymorris.com]

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From: Ellie McMillan
Sent: Thursday, August 6, 2020 10:34 AM
To: trentchristopher@gmail.com; fiveofnine@cox.net; mahagerty14@gmail.com; chrisgolson1960@yahoo.com; suebowman45@yahoo.com; ivoryhoofranch@gmail.com
Subject: Zoom meeting regarding project at 40th St & Southern Ave

Good morning,

I have been asked to coordinate an evening Zoom meeting with you in regards to our project at 40th Street and Southern Avenue. Please let me know which date and start time works best with your availability:

Mon. August 10th – 6:00pm, 6:30pm, 7:00pm

Mon. August 17th – 6:00pm, 6:30pm, 7:00pm

Tues. August 18th – 6:00pm, 6:30pm, 7:00pm

Thurs. August 20th – 6:00pm, 6:30pm, 7:00pm

Thank you,

Ellie McMillan

Withey Morris, PLC

2525 E. Arizona Biltmore Circle, Ste A-212

Phoenix, AZ 85016

602-230-0600 Main

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From:	Trent Marchuk
To:	hannah@witheymorris.com
Cc:	Sandy Bawden; vanjacksonaz@gmail.com; Enrique A Bojorquez-Gaxiola
Subject:	Re: South Mountain VPC informational meeting - August 11, 2020 at 6pm (r Z-35-20-8 and GPA-SM-1-20-8)
Date:	Thursday, August 6, 2020 1:13:08 PM

Thank you Enrique for confirming this thread is now part of the case file.

Hi Hannah,

Thank you for your response. We do appreciate the clarification that the Applicant has changed their position and has committed to respond to all neighborhood questions submitted to the Development Team. We appreciate that the Applicant will respond to the explicit questions asked and not rephrase the questions as presented by the neighborhood. We also appreciate the Applicant has shared the participant list.

We request greater facilitation of community discussion by the Applicant to address community concerns and questions.

Regarding the participant list, Scott Curtis was introduced as part of the Development Team on Jul 16, 2020 and is listed in the participant list. Can you tell us who Scott Curtis is? What company does he belong to, what is his position, and what is his role and interest in this project?

It is disappointing that the neighbors had to wait over two and a half weeks (Jul 16 to Aug 4) to learn of the revisions to the original promises made by the Applicant to the Neighbors on 7/16/20. The fact we had to learn about them through our own follow-up weeks later, instead of proactive engagement by the Applicant, compounds the Neighbors' disappointment. By when should we expect to receive the Applicant's answers to the neighborhood questions submitted on Jul 15, 2020, now over three weeks ago?

As of today, 3 weeks after the July 16 meeting, the neighbors have not yet received answers to our questions during the meeting nor have the promised neighborhood small group meetings yet been scheduled. An email was received today from the Applicant to begin scheduling small group meetings with the neighborhood. However, that meeting will not occur prior to the SMVPC Information Presentation Meeting scheduled for Aug 11, 2020.

Although we appreciate that the Applicant is now willing to provide the 7/16 notes earlier than with the Citizen Participation Report, it is disappointing that the Applicant promised those notes and responses during the meeting and did not proactively notify the neighbors of the change in plan for the release of said notes and answers. Thank you for course correcting and being willing to make the notes and answer available "early". By when should the neighbors expect to receive those notes and answers?

In summary, this thread seems to indicate a pattern that is counterproductive to the promised iterative model between Applicant and Neighbors that was promised by the Applicant to occur on and after July 16, 2020. If we misunderstand, we would appreciate an alternate interpretation of the aforementioned concerns.

Respectfully submitted,
Trent Marchuk

On Tue, Aug 4, 2020 at 3:41 PM Hannah Bleam <hannah@witheymorris.com> wrote:

> Trent,
>
> I wanted to give an update on this project. We are currently working on the answers to all questions submitted to the development team. I believe there was some misunderstanding previously. We are happy to provide answers to all questions, but some were duplicates on the chat during the neighborhood meeting. However, we will provide answers (duplicate or otherwise) to make sure all questions will be answered. In addition, we can put these answers on the forms that they were submitted, but we will also have a FAQ brochure on our website.
>
> Also, I apologize for my previous comment that I could not get the attendee list. I did not know one could access Zoom participants from previous meetings. Like many, I am still learning all the virtual meeting software! I have attached the participant log with the names of those who attended.
>
> In addition, I am working on the minutes for that meeting and generally we would include them in the Citizen Participation Report, but we will get those to you sooner, per your request. We are happy to provide this information early.
>
> Keep an eye out for an email this week to schedule a small group meeting, which we are hoping to schedule for after the VPC meeting next week.
>
> If there is anything else, do not hesitate to give me a call or send an email.
>
> Thank you!
>
> Hannah Bleam, AICP
>
> Land Use Planner
>
> Withey Morris, PLC
>
> 2525 E. Arizona Biltmore Cir, Ste A-212
>
> Phoenix, AZ 85016

Phone: 602-230-0600



[witheymorris.com]

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From: Trent Marchuk <trentchristopher@gmail.com>
Sent: Saturday, August 1, 2020 2:04 PM
To: Hannah Bleam <hannah@witheymorris.com>
Cc: Sandy Bawden <skb5775@gmail.com>; vanjacksonaz@gmail.com; Enrique Bojorquez <enrique.bojorquez-gaxiola@phoenix.gov>
Subject: Re: South Mountain VPC informational meeting - August 11, 2020 at 6pm (r Z-35-20-8 and GPA-SM-1-20-8)

+ Enrique to add the below to the case file for Z-35-20-8 and GPA-SM-1-20-8.

Hi Hannah,

Thank you for the reply and letting the neighborhood know, nearly two weeks after the July 16 meeting, that the approach promised by the Applicant's Representative during the meeting has been significantly revised.

These two revisions are highly concerning, as outlined in the two items below, because they give the appearance the Applicant is attempting to discourage public awareness and discussion regarding this request.

Revision #1

Promise during the meeting: A written reply would be made by the Applicant's Representative to the neighborhood's questions submitted on July 15, 2020. Subsequently, it was acknowledged by the Applicant's representative during the 7/16 meeting, that the written responses would be then posted to the neighborhood website (somosbuildbam.org)

Revision to the promise: Per the below, the Applicant's Representative will post a FAQ document on their website to provide answers to *many* of the questions received during the neighborhood meeting and subsequently via email. (emphasis added)

Neighborhood Response: The Applicant's Representative's revised approach is appreciated as a supplement to community outreach. However, it is an example of how the Applicant appears to be insufficiently satisfying the Guidelines provided by the city in the memo "REQUIRED NEIGHBORHOOD MEETINGS: LOCAL EMERGENCY GUIDELINES". Addressing "many" of the unresolved concerns is not the same as addressing "any community concerns or questions". Absent answering the questions as originally posed in their entirety, as promised to the neighborhood by the Applicant's Representative on 7/16, the Applicant will be answering their own questions and will not have answered the unresolved concerns of the neighborhood. The same principle would apply for any unresolved concern posed during subsequent meetings or in any email regarding this project.

Revision #2

Promise during the meeting: The community would be given "ample opportunity to be heard", as stated by the Applicant's Representative on 7/16. Additionally, the attendee list, notes, questions, and answers from the July 16 meeting would be provided to the neighbors for our review following the meeting.

Revision to the promise: All meeting notes are provided in the Citizen Participation Plan that will be submitted to the City of Phoenix 15 days prior to the first VPC meeting (for recommendation), which has not yet been scheduled.

Neighborhood Feedback: By withholding key meeting information until required, per the Planned Unit Development (PUD) Procedures Outline, the Applicant is both going back on their word to the neighborhood and the question is opened as to whether they are following the guidance provided in the REQUIRED NEIGHBORHOOD MEETINGS: LOCAL EMERGENCY GUIDELINES since "Applicants are encouraged utilize as many resources and strategies as possible to facilitate public awareness and discussion regarding the request." The revised actions cited above accomplish the opposite. The neighborhood understands that the Local Emergency Guidelines were put in place to

accomplish the same goals of resolving neighborhood unresolved concerns as allowed in following the normal PUD Procedure, not as a way to bypass or delay resolving the neighborhood's unresolved concerns. Please advise if the neighborhood misunderstands how the PUD Procedure has changed during COVID.

We hope Withey Morris will re-consider the above revisions and work with the neighborhood in good faith.

Also, I do look forward to the small group meeting when it finally gets scheduled and conducted.

Thank you,

Trent Marchuk

On Wed, Jul 29, 2020 at 4:30 PM Hannah Bleam <hannah@witheymorris.com> wrote:

> Good afternoon Trent,
>
> To answer your first two questions, the FAQ's will incorporate the responses to the questions asked at the neighborhood meeting via chat and the 7/15 document. Attached are the chat questions that we received during the neighborhood meeting for your reference. It saves from zoom in a text file, but you can copy and paste into a word document easily. As noted we will be providing answers to these questions and the others on our website and will let you know when that is posted. Unfortunately the zoom calls do not save the attendee lists, but there are names on the chat (attached), so it gives you a good idea of the residents who attended. But, I saw that there were roughly 46 people who were participating on the call. All meeting notes are provided in the Citizen Participation Plan that will be submitted to the City of Phoenix 15 days prior to the first VPC meeting (for recommendation), which has not yet been scheduled.
>
> Per the last question, I have three folks so far who have requested a small group meeting, including you. I am working on finding a date that works for everyone. I will let those who asked for a meeting know once we have a couple of date options to choose from that work for everyone's schedules. Stay tuned!
>
> Also, if additional questions come in after the FAQs are posted online, then we are always add more questions and answers to that list. We just want to start with the questions that

we have already received. But know it is a working document and resource.

As always, please call or email if you have any additional questions.

Thank you!

Hannah Bleam, AICP

Land Use Planner

Withey Morris, PLC

2525 E. Arizona Biltmore Cir, Ste A-212

Phoenix, AZ 85016

Phone: 602-230-0600



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From: Trent Marchuk <trentchristopher@gmail.com>
Sent: Wednesday, July 29, 2020 3:39 PM
To: Hannah Bleam <hannah@witheymorris.com>
Cc: Sandy Bawden <skb5775@gmail.com>; vanjacksonaz@gmail.com
Subject: Re: South Mountain VPC informational meeting - August 11, 2020 at 6pm

Thank you Hannah for letting us know about the informational presentation to SMVPC

currently scheduled for Aug 11.

We look forward to reviewing the FAQ document.

Please let us know when we should expect:

* the promised meeting notes, attendees, questions, and answers from the 7/16 meeting

* the promised written responses to the unresolved neighborhood concerns submitted 7/15

* any updates on the promised small group neighborhood meetings discussed on 7/16

Thank you,

Trent

On Wed, Jul 29, 2020 at 3:08 PM Hannah Bleam <hannah@witheymorris.com> wrote:

> Good afternoon all,
>
> I just selected a few of you that have been engaged on this project. You will be receiving notification letters and have likely seen the sign posted on the property already, but the South Mountain VPC meeting has been scheduled for the rezoning and GPA case at 40th/Southern. This is an informational presentation only, and no recommendation will be made. Public hearing dates have not yet been scheduled since we are still early in the process. Just wanted to keep you posted on the next steps.
>
> In addition, we are working on a FAQ document that will be posted on our website to provide answers to many of the questions we had during our neighborhood meeting and subsequently via email. I will let you know when that is posted online.
>
> Thank you,

Hannah Bleam, AICP

Land Use Planner

Withey Morris, PLC

2525 E. Arizona Biltmore Cir, Ste A-212

Phoenix, AZ 85016

Phone: 602-230-0600



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From: Sandy Bawden
To: Enrique A Bojorquez-Gaxiola
Cc: Samantha Keating; Trent Marchuk; Patty & Bruce McKinstry; Karen Mischlispy & Sue Beyer; Van Jackson
Subject: Long Range Planning Meeting with BHRE (Z-25-20-8 and GPA-SM-1-20-8)
Date: Thursday, August 6, 2020 12:51:39 PM

Hi Enrique,

Thank you for your response yesterday, August 5. We kindly request this thread be added to the case file.

Given your response, we have the following additional questions and requests:

- We kindly request the records notifying the residents of the Neighborhood Meeting on 7/16 for both Z-25-20-8 and GPA-SM-1-20-8.
- Given the neighbor's prior submitted concerns, we request the City to conduct an investigation into the notification process while the neighbors also review the documentation.
- If the Applicant is found to have not properly complied to the PDD Required Neighborhood Meeting Local Emergency Guidelines, will the outcome be substantially similar too if they did not comply with the notification requirements?
- We request the city to review our concerns below as to whether both the Letter and the Spirit of the Emergency Guidelines have been fulfilled. Our lay disposition is that the Guidelines were not followed.
- Please investigate, factoring in our observations below, whether the Applicant has acted in good faith and fair dealings with the City and the residents relative to the PDD Required Neighborhood Meeting Local Emergency Guidelines
- Given the next public meeting is in less than 14 days away, how would the outcome of any potential procedural deficiencies be handled?

The below observations are couched within the PDD Required Neighborhood Meetings: Local Emergency Guidelines. (https://www.phoenix.gov/pddsite/Documents/PDD_Required%20Neighbohrood%20Meeting_Local%20Emergency%20Guidelines_4.17.20.pdf)

The neighborhood believes these guidelines have not been adhered to by the applicant - during the July 16, 2020 virtual meeting and leading up to the first public meeting currently scheduled for Aug 11, 2020. We believe that there is a strong possibility that the Applicant is exploiting the COVID situation to the detriment of the residents and neighbors and request the City to investigate.

If the Local Emergency Guidelines have not been followed, we question whether the July 16, 2020 meeting formally counts as the official Neighborhood meeting and whether the Aug 11 informational presentation meeting to the SMVPC is timed appropriately.

- Issue#1:
  - PDD Guideline states: "ADA Compliance... The applicant must make appropriate accommodations to individuals with disabilities."
- Response#1
  - At 11:06a on 7/16, Withey Morris stated: “We will use the raise hand function on Zoom when facilitating the question and answer session to know who wishes to speak.”
  - At 5:30p oin 7/16 , during the virtual meeting, Withey Morris arbitrarily changed the rules; they kept all 45 participants on mute and required us to type our questions in the chat feature and privately send them to Withey Morris.
  - This abrupt change did not allow sufficient time for neighbors to seek accommodations for their disabilities.
  - Neighbors stated that
    - they could not type and listen simultaneously due to varying physical and cognitive limitations
    - they could not submit their questions in the timeframe allowed due to varying physical and cognitive limitations
    - they were not able to move to devices that would allow for them to type their questions to the Applicant
    - context behind the questions was severely curtailed, which impeded neighbors' comprehension due to, among other things, cognitive limitations (tone, who was asking, and whether the question was the actual question asked or a paraphrased version, etc)
    - they have not been able to, as an accommodation to those with physical or cognitive limitations, review notes or responses to the questions during the meeting, as of Aug 5, 2020
    - they were not able to share their concerns through presentation, exhibits, or other audio-visual means to supplement their physical or cognitive limitations
- Issue #2
  - PDD Guidelines state "The Citizen Participation Report shall be submitted a minimum of 14 days prior to the first public meeting or hearing and will be included in the information provided to the committee or hearing officer.
- Response #2
  - The scheduled activity before the SMVPC on Aug 11, 2020 has been referred to as " South Mountain VPC informational meeting" by the Applicant.
  - All SMVPC meetings are considered public.
  - Therefore, per the Guidelines cited above, should the Citizens Participation Report be submitted to the committee 14 days prior to this first public meeting?
- Issue #3
  - The PDD Guidelines state that "all copies of any comments received by the applicant on their website and at the meeting, or through any other means of communication with the public, shall be included in a Citizen Participation Report."
- Response #3
  - In an email received from the Applicant on Aug 4, 2020 (included in the case file), it states that the Citizen Participation Report is a future activity.and has not yet been completed.

    - Therefore, as of Aug 4, the Citizen Participation report has not been completed nor submitted
- Issue #4
    - The PDD Guidelines state that "While these guidelines offer an alternative approach during the Local Emergency declaration, all applicants should at a minimum be following established standards in an attempt to address any community concerns or questions."
- Response #4
    - Would Steve Hambrick's directions regarding virtual meetings posted via video on the City PPD website count as "established standards"? If so, he advocated that participants may be recognized and called on to weigh in during the virtual meetings. He also advocated for participants to be able to share their video and screens to facilitate dialogue. During the meeting on July 16, 2020, the Applicant did not follow these established standards.
    - On July 15, 2020, the neighbors submitted questions to the Applicant. As of Aug 5, 2020, the Applicant has not provided a response, despite promising the neighbors a response on July 16, 2020. This would seem to indicate that the Applicant is not "attempting to address any community concerns or questions."
    - During the July 16 meeting, the Applicant promised to respond to all questions posed during the meeting. As of Aug 5, 2020, the Applicant has not responded to those questions. This would seem to indicate that the Applicant is not "attempting to address any community concerns or questions."

Therefore, we request the City to investigate whether the Applicant is adhering to the PDD Required Neighborhood Meeting Local Emergency Guidelines - in good faith and in fair dealings, especially as relates to our stated Americans with Disabilities Act (ADA) concerns. The neighbors are concerned with any semblance of perception that the Guidelines have been manipulated by the Applicant to the detriment of the neighbors.

Thank you,

Sandy Bawden
Trent Marchuk
Patty McKinstry
Karen Mischlispy
Van Jackson

Attachment C

South Mountain
VILLAGE PLANNING COMMITTEE

Village Planning Committee Meeting Summary
Z-35-20-8

Date of VPC Meeting	March 9, 2021 February 9, 2021(Continued to March 9, 2021) November 10, 2020 (Information Only) August 11, 2020 (Information Only)
Request From	S-1 BAOD, C-2 BAOD
Request To	PUD BAOD
Proposed Use	Residential (including multifamily) and other permitted uses in the Mixed Use Agricultural District.
Location	Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
VPC Recommendation	Denial
VPC Vote	12-7; Matthew Aguilar, Kassandra Alvarez, George Brooks, Lee Coleman, Joseph Larios, Fatima Said and Jennifer Tunning in dissent.

VPC DISCUSSION & RECOMMENDED STIPULATIONS:

56 requests to speak from members of the public were received regarding these two cases. 25 members in opposition and 31 members of the public in support.

Mr. Enrique Bojorquez, staff, introduced himself and provided a joint presentation on these two cases. He discussed the location plus context of the site, modern history of the area, gave an overview of the Baseline Area Master Plan (BAMP), Mixed Use Agricultural (MUA) zoning district and Baseline Area Overlay District (BAOD). He discussed the 2015 General Plan and other policy documents, followed by describing transportation, shopping, educational and recreation opportunities in the area. The existing and requested general plan land use designations under case GPA-SM-1-20-8 were discussed, in addition to the proposed PUD BAOD zoning requested. A summary of the Sanctuary at South Mountain PUD under case Z-35-20-8 was provided, including permitted uses, site plan elements, access and circulation, open space, and conceptual building elevations. He concluded the presentation by providing a staff recommendation on both cases and describing the proposed stipulations for case Z-35-20-8, as presented in the staff report.

Mr. Jason Morris, with Withey Morris, introduced himself as the applicant and discussed the subject site, including the site selection. He discussed the existing uses and zoning along the intersection of 40th Street and Southern Avenue. An overview of the zoning history of the property and MUA land use designation plus context was provided. He discussed the proposed site plan, noting changes done after the initial submittal of the PUD case. He discussed the general plan amendment request and referenced the Phoenix General Plan. It was noted that 3 residential units would be provided as part of the project limited to 50 percent rent for single-parents, medical workers, formerly incarcerated individuals and teachers in the South Mountain area. The waiving of application fees for those that live and work in the South Mountain Village, plus alternatives to traditional background checks would be offered to potential renters. The Housing Phoenix Plan was discussed, then noting support for these cases. He concluded by providing an overview of community outreach efforts conducted and addressed some of the concerns raised to the proposal.

Tamala Daniels loves the look and feel of the project but feels that this location is not appropriate for the area.

Marcia Busching asked if the applicant was willing to stipulate or add to the PUD the housing elements described in the presentation pertaining to rent caps, fee waivers and alternative background checks.

Mr. Morris agreed with adding these as stipulations to the proposal.

Mr. Bojorquez, staff, noted that unfortunately these housing elements cannot be enforced by the city of Phoenix as stipulations part of the PUD case.

Gene Holmerud asked why the land zoned S-1 to the southwest of the site is not part of this development.

Mr. Morris responded that this land is not controlled by his client at the moment.

Greg Brownell asked the following questions:

- If this property was actually MUA, why would a general plan amendment be needed?
- Why not develop the existing site under the existing zoning and why not work with the community?
- Why not develop the existing land use envisioned by the general plan here?

Mr. Morris discussed the community outreach conducted and the meetings held with Councilman Garcia and the community. He discussed the proposal by the Bartlett Heard community shared with him.

Shelly Smith discussed the location of the site and asked why the site needs to be buffered from adjacent uses and existing neighborhoods.

Mr. Morris discussed an example of a similar community in the Tramonto PCD.

Twanna Ray asked for clarification on the number of units subject to the proposed reduced rent.

Mr. Morris answered that 3 units would qualify for the reduced rent in all of the development.

Trent Marchuk asked the following questions:

- What specific Phoenix Housing Policy Initiative(s) does this project advance?
- Can you confirm the 251 signatures submitted in support are legitimate?

Mr. Morris responded that the project brings housing that is affordable to the area and confirmed the information submitted to the committee was accurate.

Trent Marchuk responded that the City of Phoenix represented to the residents that no specific Phoenix Housing Policy Initiative is advanced through this project, referencing an email dated Dec 17, 2020.

Matthew Aguilar asked for a clarification on the presentation provided.

Chairwoman Trites opened the public comment portion of the meeting.

22 members of the public in opposition to these cases donated time to Patty McKinstry to speak on their behalf. One member of the public donated time to Robert Underwood to speak in opposition to these cases on his behalf. One member of the public, Bereket Gebre, did not register to speak in opposition ahead of the meeting but provided comments during the meeting.

Patty McKinstry, property owner in the area, introduced herself and asked to provide a presentation to the committee. She mentioned that Somos Build BAM is a pro-development neighborhood collective, listing the number of projects supported in the recent past. She discussed the number of signatures gather in opposition to these two cases from both the South Mountain and Laveen Villages. Three main unresolved concerns remain with the proposal pertaining to density, density transition and precedent to the Baseline Area Master Plan. The Bartlett Heard Ranch Estates neighborhood is racially diverse, representing in its households five different races. She concluded by stating that the proposed general plan amendment needs to stop.

Robert Underwood, property owner and business owner in the area, introduced himself and discussed the statements made by Mr. Jason Morris, history of the site

and the existing zoning. He opposes an increase in density as proposed as he lives and works in the area. This proposal would hurt the quality of life in the area and will affect his business. He is pro-development and discussed the proposal, asking the committee to recommend a denial of the cases.

Clottee Hammons introduced herself and discussed the history of South Phoenix and Arizona. She discussed solutions to end homelessness and the history of the area.

Bereket Gebre, landowner in the area, is in opposition to the project and does not see or perceive racism in the area. The landowner does not have the amount of support claimed during their presentation.

31 members of the public requested to speak in support.

Shawnece Gains introduced herself, she lives in the area and likes that new opportunities will be available for young adults thus she supports the project.

Joe Angel Solozario introduced himself and discussed the property along with new housing plus business opportunities in the area.

Kelly Kwok supports this project due to equitable housing proposed.

April McCue supports project as it involved the community and engaged with minority groups, waiving application fees and including some reduced rent for units. She discussed the link between homeless and incarceration, asking for an approval of the project.

Vanessa DiCarlo discussed criminalization, urban revitalization pricing people out of areas and racial disparities in the population.

Jisso Kim supports the project due to affordability levels proposed. We should be lucky to bring this proposal to life. Discussed issues faced by underserved populations. Put people over property and approve this project.

Camille Johnson has family who lives in South Phoenix and discussed gentrification history of the area including redlining and displacement of residents. South Phoenix was created by “white people” who did not want the “wrong-kind of people” in the neighborhoods much like the opposition. She supports this proposed development.

Karen Olson supports the project and discussed the benefits of the proposal.

B Thoi discussed current social issues and the need for safe and stable housing to help address homelessness. The issues raised by the opposition were addressed and supports this proposal.

Anesia Groves grew up in South Phoenix and discussed incarceration and housing displacement issues. She was unable to move back into her neighborhood after leaving years ago. She supports the proposed development due to the concessions made by the applicant. South Phoenix is a point of pride, and she does not want to hear white or black committee members tell her where she can live.

Chairwoman Trites asked Ms. Groves to keep her comments respectful.

Analise Ortiz supports the project and discussed formerly incarcerated plus homeless-related issues. The community needs more similar projects.

Helen Mendizabal supports the project and discussed formerly incarcerated issues.

Greg Linaman has a business in the area and 110 employees who live across the valley and could benefit by relocating nearby. He discussed the history of land development in the area, cost of land and concerns with the project. He mentioned that there is a housing crisis and there is a need for more housing units, thus supports the development.

Hana Heman discussed historical segregation patterns in Phoenix supported by policies. This development will help break the violence of housing segregation. This project should be a model for other developments. Supports the project due to housing opportunities it provides and disagrees with the concerns from the opposition. The committee Chair ran the meeting unfairly, bending the rules for white supremacists. The supporters of this case were not given the same opportunity to provide a presentation as those in opposition were.

Ryan Boyd, with Urban Phoenix Project, supports the project as it is appropriate and significant for the area.

Ronnie Wollenzier supports the project as it promotes desegregation and decriminalization. He discussed shelter needs and policies related to homelessness.

Richard Crews, with the Human Services Campus, discussed the history of segregation in the city and housing segregation of minority populations. If “white people” were to be living in this project, there would be no issue. Racism is about bias enacted through policy and hopes that committee members will not be agents of white supremacy.

Tremikus Muhammad discussed housing segregation in place and the need for housing units in Phoenix. There is a racist mindset against this project. He supports this project and addressed the statements by the opposition.

Beth Hintze is the owner of the land and stated that this project addresses housing needs. She discussed the history of the site pertaining to citrus trees, previous PUD proposals on this land that were subsequently withdrawn or did not move forward.

Rafael Delgado, Felicia Castro, Denstiny Gaines, Maya Dobbs, Ruth Pina, Leticia Gonzales, Ariana Fernandez, Brandon Valentin, Paris Moore, Naqiy McMullen and Grace Logan registered to speak in support of these two cases but were not connected during the meeting or could not be identified by staff.

Committee member Martin Hayime Monge Kotake left the meeting at 9:30pm bringing the quorum to 19 members.

Mr. Morris stated that the applicant has earned the support and the project can make the South Mountain Village a little better. He referenced the staff recommendation of approval and community support for this project.

Matthew Aguilar stated that there were some disrespectful behaviors or comments during the meeting. He discussed the general plan elements of Health, Prosperity and Environment, plus addressed housing and health needs.

Kassandra Alvarez stated that the developer tried to work with the opposition, and he addressed everything that was asked for including working with the community.

Greg Brownell stated that the housing data provided by the city before the meeting tonight shows a partial reality of the South Mountain Village. This project is not affordable development and discussed the historical representation of the area and broader village issues.

Marcia Busching stated that the location of the project is a big deal. She discussed the appropriateness of the site and another site in the vicinity of similar characteristics. The enforcement of voluntary fee waivers and rent caps is an issue as well.

Lee Coleman agrees with Marcia’s comments and the applicant’s voluntary commitments as part of the proposal.

Amelia Garcia thanked the developers and will support the project if it develops as proposed.

Gene Holmerud agrees with Lee’s comments.

Joseph Larios addressed racial disparities and how every development addresses these concerns on housing. He asked the applicant whether they would be willing to stipulate these voluntary restrictions related to housing as part of the zoning case.

Mr. Morris responded that they would be willing to stipulate these voluntary stipulations and intends to have a private agreement to enforce these.

Trent Marchuk discussed the Ethics Handbook and he has no conflict of interest voting on this project. He discussed the main concerns of the neighborhood to this project as pertaining to the density, density transition, and the precedent to the General Plan. The applicant has introduced an artificial polemic and misrepresented the opposition to galvanize rather than work with the neighbors. The adjacent neighborhood is pro-development and has made concessions in their negotiation position willing to creatively density beyond the legal hard zoning, while the applicant has remained intractable. An email dated February 4, 2021 provides an analysis of the 251 support signatures submitted by the applicant which were found to contain multiple discrepancies, including one purported forgery and other documented misrepresentations. The existing stipulations on the C-2 zoned portion of the site preclude residential development, while any change to those stipulations must be discussed by the South Mountain Village Planning Committee. This project is not affordable housing and nearby comparable units go for a 20-percent premium over average rent within a two mile radius. A broker who regularly lends to this product type classified this specific proposal as “predatory development”.

Twanna Ray discussed her background and the 3 residential units proposed by the applicant as few in comparison to the community needs. Other developments were discussed.

Fatima Said discussed the general plan analysis and benefits of the project. She disagrees with some of the comments shared by some committee members.

Kay Shepard asked that the site location be considered and whether the zoning is also appropriate here. She does not support the project due to the location.

Muriel Smith will support the project but will keep an eye-out to ensure an implementation of the voluntary housing elements proposed by the applicant.

Shelly Smith addressed diversity in South Phoenix and the potential for renters in this community to be out-of-state.

Jennifer Tunning discussed other projects in the Village and the benefits of the voluntary stipulations proposed by the applicant.

Emma Viera agrees with some of the comments made but would like to hear from the most-affected residents and asked for the rental rates. She sees a lot of families facing eviction in the community and is concerned about housing.

Hannah Bleam, with Withey Morris, responded that the development is not affordable housing per HUD standards, but is market-rate for the area.

Tamala Daniels lives in South Phoenix and her family has history there. She supports a mix of housing types and discussed issues with the Federal Housing Act. She does not support the project due to the location.

Patti Trites discussed her background and agrees with some of the comments made by Marcia Busching and Tamala Daniels. She has talked with residents in the area about these two cases.

Matthew Aguilar disagrees with some of the comments made by some committee members and referenced comments made by Clottee Hammons. Discussed issues with finding available affordable housing and believes that Greg Brownell should no longer serve in the South Mountain VPC. Does not agree with the appointment of Trent Marchuk made by Council District 6 to the South Mountain VPC.

Twanna Ray attended some of the meetings hosted by Council District 8 with the applicant and the community. Does not feel that the applicant worked with the community on this proposal.

Trent Marchuk discussed his involvement with the community and his appointment by Council District 6 to the South Mountain VPC. He plans to participate in future meeting as a community member not a member of the South Mountain Village Planning Committee.

Chairwoman Trites asked for a motion and a second on both cases.

MOTION – GPA-SM-1-20-8
Ms. Busching made a motion to deny case GPA-SM-1-20-8. **Lee Coleman** seconded the motion.

VOTE:
11-8 Motion passes; Matthew Aguilar, Kassandra Alvarez, George Brooks, Amelia Garcia, Joseph Larios, Fatima Said, Muriel Smith, and Jennifer Tunning in dissent.

MOTION – Z-35-20-8
Ms. Busching made a motion to deny case Z-35-20-8. **Mr. Holmerud** seconded the motion.

VOTE:
12-7 Motion passes; Matthew Aguilar, Kassandra Alvarez, George Brooks, Amelia Garcia, Joseph Larios, Fatima Said, and Jennifer Tunning in dissent.

STAFF COMMENTS REGARDING VPC RECOMMENDATION & STIPULATIONS:

The applicant on case Z-35-20-8 indicated during the March 9, 2021 meeting that they intend to voluntarily incorporate the following housing practices as part of their project:

- 3 residential units will be allocated for and be capped at 50-percent the normal rental rate for single-parents, medical frontline workers, formerly incarcerated, and South Mountain area teachers.

- Waiving application fees for those that live/work in the South Mountain Village;

- The ownership or management company will offer alternatives to traditional background checks for potential renters.

During the March 9, 2021 meeting staff stated that these housing practices cannot be enforced by the city of Phoenix as rezoning stipulations.

The South Mountain Village Planning Committee voted 12-7 in favor of recommending denial of case Z-35-20-8 during the March 9, 2021 meeting, thus no rezoning stipulations were modified or added as part of this recommendation.

South Mountain
VILLAGE PLANNING COMMITTEE

Village Planning Committee Meeting Summary
Z-35-20-8

Date of VPC Meeting	February 9, 2021
Request From	S-1 BAOD, C-2 BAOD
Request To	PUD BAOD
Proposed Use	Residential (including multifamily) and other permitted uses in the Mixed Use Agricultural District.
Location	Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
VPC Recommendation	Continuance to March 9, 2021 meeting
VPC Vote	17-0; None in dissent.

VPC DISCUSSION & RECOMMENDED STIPULATIONS:

Agenda items 8 and 9 were heard together an moved up in the agenda to be discussed out of order.

8) **GPA-SM-1-20-8 (Companion Case Z-35-20-8):** Presentation, discussion and possible recommendation on a request to amend the General Plan Land Use Map Designation on approximately 17.27 acres located approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue **from** Mixed Use Agricultural **to** Mixed Use Agricultural and Residential 10 to 15 dwelling units per acre to allow residential (including multifamily) and other permitted uses in the Mixed Use Agricultural Zoning District.

9) **Z-35-20-8 (Companion Case GPA-SM-1-20-8):** Presentation, discussion, and possible recommendation regarding a request to rezone approximately 17.27 acres located approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue **from** S-1 BAOD (Ranch or Farm Residence District, Baseline Area Overlay District) and C-2 BAOD (Intermediate Commercial District, Baseline Area Overlay District) **to** PUD BAOD (Planned Unit Development, Baseline Area Overlay District) to allow residential (including multifamily) and other permitted uses in the Mixed Use Agricultural Zoning District.

29 requests to speak from members of the public were received regarding these two cases. 10 members in opposition and 19 members of the public in support.

Mr. Jason Morris, applicant, introduced himself and requested a continuance to the March 9, 2021 meeting date on agenda items 8 and 9 to allow for further discussion with community members on the proposed project.

Marcia Busching stated that she drafted stipulations regarding the proposal in an attempt to seek compromise and discussed the continuance on the two cases. She would be happy to be involved in future meetings with the community.

Chairwoman Trites has just spoken with Councilman Garcia's office and he will be helping to coordinate a meeting. Anyone who is interested in participating in this meeting, please contact the South Mountain Village Planner. She then asked for a motion, to be followed by public comments.

MOTION – GPA-SM-1-20-8
Mr. Holmerud made a motion to continue case GPA-SM-1-20-8 to the March 9, 2021 meeting. **Ms. Shepard** seconded the motion.

VOTE:
17-0 Motion passes; None in dissent.

MOTION – Z-35-20-8
Ms. Shepard made a motion to continue case Z-35-20-8 to the March 9, 2021 meeting. **Mr. Holmerud** seconded the motion.

VOTE:
17-0 Motion passes; None in dissent.

Trent Marchuk, community member, introduced himself and discussed working toward a shared vision for the future. The neighbors have a lot of energy and sees a path forward, noting that the city has kept the neighborhood compliant with the General Plan. Somos Build BAM is a pro-development resident collective that has supported 4 cases in the recent past. The BAMP gives a guide and looks forward to working with the applicant. The neighbors have worked with projects in the past and he appreciates the opportunity.

Patty McKinstry, community member, discussed the neighborhood demographics and appreciates the opportunity to work with the applicant.

Fabiola Marquez, community member, appreciates the continuance of these cases by the applicant.

All other community members who registered to speak were not connected or unavailable to speak on these two cases.

STAFF COMMENTS REGARDING VPC RECOMMENDATION & STIPULATIONS:

None.

South Mountain
VILLAGE PLANNING COMMITTEE

Village Planning Committee Meeting Summary
Z-35-20-8

Date of VPC Meeting	November 10, 2020 (Information Only)
Request From	S-1 BAOD, C-2 BAOD
Request To	PUD BAOD
Proposed Use	Multifamily development, a florist/flower stand and other permitted uses in the Mixed Use Agricultural District.
Location	Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
VPC Recommendation	No recommendation (Information Only)
VPC Vote	No recommendation (Information Only)

VPC DISCUSSION & RECOMMENDED STIPULATIONS:

Two requests to speak in support and nine requests to speak in opposition from members of the public were received before the meeting.

Mr. Jason Morris, with Withey Morris PLC, introduced himself and the proposed development under case Z-35-20-8. He discussed the location of the site, use and existing zoning in the general area. An overview on the history of the Mixed-Use Agricultural (MUA) District was provided, noting that no true MUA project has been developed since the district was adopted. He discussed the current and proposed General Plan Land Use designations under concurrent case GPA-SM-1-20-7. An overview on the site selection process was provided, including existing site conditions. He discussed the Planned Unit Development (PUD) proposal for attached and detached multifamily rental units, then showed the current site plan for this development. He went over updates to the project since the initial submittal and provided a list of amenities proposed. He ended the presentation by discussing the flower/florist stand use proposed on the site and went over project benefits.

Chairwoman Trites opened the public portion of the meeting.

Mr. Trent Marchuk, with Somos Build BAM, was donated time to speak by eight members of the public. He introduced himself and explained his opposition to the case due to 3 main reasons. The first reason is that the case fails to further the vision from the city. He compared the two versions of the PUD site plan and discussed the MUA comparison to this development. He added that this development could set a dangerous precedent to the MUA Zoning District.

The second reason is that the community follows governing documents approved for the area and share the names of individuals who live or contribute to the group. He asked the committee to follow the MUA District regulations. The third reason for the opposition is the property owner's stated ability to develop the site as a gun store, gas station, or charter school as possible uses in this property.

Ms. Beth Hintze, property owner, introduced herself and provided a presentation to the committee. She provided brief history of the site and stated that the subject property is too large to maintain and too small to farm viably. She discussed the current C-2 (Intermediate Commercial) and S-1 (Farm or Ranch Residence) Zoning District on the site and permitted uses within each district. She provided pictures of uses, including a school site in a residential neighborhood. She discussed the proposed multifamily development and how this meets the intent of the MUA Zoning District.

Mr. Jubran Jubran, resident in the area, introduced himself and stated that he is tired of seeing this property vacant. He would like to see housing, job opportunities and more infrastructure in the area.

Chairwoman Trites closed the public portion of the meeting as no other requests to speak were received on this item.

Mr. Holmerud discussed the name of the development "Sanctuary at South Mountain".

Mr. Brownell stated that Jason Morris and Withey Morris PLC are reliable and upfront about their developments, but he completely opposes this development.

Ms. Shepard discussed the history of the site and stated that the C-2 Zoning District along the north of the site was to allow retail uses.

Ms. Busching stated that this is a good project but in the wrong location.

Ms. Daniels agrees with Ms. Busching and asked Mr. Marchuk what elements the community would support at this location.

Mr. Marchuk stated that he does not prescribe what to develop but supports uses consistent with the MUA Zoning District.

Ms. Brunson asked the applicant to describe what would be the affordability or price point for the rental units and to describe what were the unit reductions following the first version of the PUD submittal.

Mr. Morris responded that the project is meant to be a move up community from a traditional apartment complex and is affordable when looking at the median income. He stated that the site plan was modified and removed six dwelling units.

Ms. Brunson stated that she does not support the project due to existing neighborhood opposition.

Chairwoman Trites stated that the Baseline Area Overlay District (BAOD) and MUA Districts must be adhered to by this development. She also asked the applicant to find a compromise with the neighbors.

STAFF COMMENTS REGARDING VPC RECOMMENDATION & STIPULATIONS:

None.

South Mountain
VILLAGE PLANNING COMMITTEE

Village Planning Committee Meeting Summary
Z-35-20-8

Date of VPC Meeting	August 11, 2020 (Information Only)
Request From	S-1 BAOD, C-2 BAOD
Request To	PUD BAOD
Proposed Use	Multifamily development and a florist/flower stand
Location	Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
VPC Recommendation	No recommendation (Information Only)
VPC Vote	No recommendation (Information Only)

VPC DISCUSSION & RECOMMENDED STIPULATIONS:

Seven email messages were received, one from an individual supportive of the case and six from individuals in opposition. Three members of the public wishing to speak yielded their time to Mr. Trent Marchuk.

Mr. Jason Morris, with Withey Morris PLC, introduced himself, the project and the concurrent general plan amendment application under case GPA-SM-1-20-8. He showed an aerial and zoning map to discuss the current land uses in the area. He discussed the site selection process, existing site conditions and further discussed the proposal for the PUD case which is to allow a single-family rental community with a florist/flower stand. An definition of what a single-family rental community is was provided, followed by conceptual elevations of a rental unit and a flower stand. He discussed the concurrent general plan amendment application which requests to amend the land use map from Mixed Use Agricultural to a combination of Mixed Use Agricultural and Higher Density Residential 10 to 15 dwelling units per acre. A discussion of the three community benefits from the General Plan was provided and concluded by highlighting the project benefits.

Mr. Aguilar referenced the previous outreach efforts conducted on a prior multifamily rezoning case, Z-67-19-8, and added that the committee would be expecting a similar level of outreach. He added that a race analysis should be conducted and discussions with community groups held to address the historical issues of segregation in the community.

Mr. Morris responded that he welcomes conducting a similar level of outreach.

Mr. Brownell stated that he is not familiar with the housing segregation mentioned previously. He added that outreach is recommended to the organizations listed in the recommended outreach list created by the South Mountain VPC and discourages giving money or gifts to these organizations. He feels that the proposed project is not appropriate for this location.

Mr. Coleman left the meeting at 9:01pm bringing the quorum to 11 members.

Ms. Busching stated that the location selected was not an appropriate location. She stated that when the project returns for a recommendation, it should consider a maximum density of 2.5 dwelling units per acre and that the committee would be reviewing this project for adherence with the Baseline Area Overlay District, Mixed Use Agricultural District and Baseline Area Master Plan.

Ms. Daniels stated that she likes the use and aesthetics of the project, but feels that the proposal is in the wrong location. She added that this proposal could be more appropriate if located within proximity to the future light rail corridor.

Ms. Said stated that she looks forward to the enhanced outreach from the applicant and the affordability of the project.

Ms. Shepard stated that she echoes the same comments as Ms. Busching and Mr. Brownell.

Vice Chair Tunning stated that she echoes the comments from Mr. Aguilar and will be expecting enhanced outreach in the future when this project returns to the Village.

Chairwoman Trites stated that she echoes Mr. Aguilar and Ms. Busching' s comments. She feels that the project should match the Baseline Area Overlay District and Baseline Area Master Plan.

Chairwoman Trites opened the public portion of the meeting.

Mr. Trent Marchuk, resident of the area, introduced himself and shared that he is part of a resident collective Somos Build BAM. He asked the committee to reject the proposed cases Z-35-20-8 and GPA-SM-1-20-8 as these did not further the vision of the community and city leaders. He compared the proposed PUD to the standards in the Zoning Ordinance, referencing that these standards were not met by this proposal. He shared that there were a number of concerns shared with the applicant on the case on behalf of the community, but these concerns have not yet been addressed. He concluded by stating that this is a good project but at the wrong location.

Ms. Patti McKinstry, resident of the area, introduced herself and made a comparison between the subject site and the Del Rio project. She stated that this development is not compatible as it had not incorporated the Mixed Use Agricultural standards. She ended her remarks by referencing the Phoenix General Plan Land Use Map of the South Mountain Village, referencing the Mixed Use Agricultural Land Use designation.

Bereket Gebre-Egziabher, member of the public, registered to speak but was not connected to the virtual meeting during the public portion of the meeting for this agenda item.

Ms. Beth Hintze, part owner of the property, introduced herself and stated that she has owned the land for many years. She discussed a previous rezoning proposal to allow a commercial project on the site, but community members opposed this project and requested for homes to be constructed instead. She added that this is a multifamily project appropriate for this location due to the use, aesthetics and consistency with the character of the area.

Chairwoman Trites closed the public portion of the meeting, applicant response and discussion.

STAFF COMMENTS REGARDING VPC RECOMMENDATION & STIPULATIONS:

None.

Attachment D

REPORT OF PLANNING COMMISSION ACTION
March 4, 2021

ITEM NO: 8	
	DISTRICT NO.: 8
SUBJECT:	
Application #:	Z-35-20-8 (Companion Case GPA-SM-1-20-8) (Sanctuary at South Mountain PUD)
Location:	Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
From:	C-2 BAOD and S-1 BAOD
To:	PUD BAOD
Acreage:	17.27
Proposal:	Planned Unit Development to allow residential (including multifamily) and other permitted uses from the Mixed Use Agricultural Zoning District
Applicant:	Jason Morris, Withey Morris, PLC
Owner:	John C. Oertle, Jr., Lisa Kay Oertle-Mel, et al
Representative:	Jason Morris, Withey Morris, PLC

ACTIONS:

Staff Recommendation: Approval.

Village Planning Committee (VPC) Recommendation:
South Mountain 2/9/2021 Continued. Vote: 17-0.
South Mountain 3/9/2021 Pending.

Planning Commission Recommendation: Continuance to the April 1, 2021 Planning Commission Hearing, without fee.

Motion Discussion: N/A

Motion details: Commissioner Howard made a MOTION to continue Z-35-20-8 to the April 1, 2021 Planning Commission hearing, without fee.

Maker: Howard
Second: Johnson
Vote: 9-0
Absent: None
Opposition Present: No

Findings: Continuance granted to allow the Village Planning Committee to provide a recommendation.

This publication can be made available in alternate format upon request. Please contact Tamra Ingersoll at (602) 534-6648, TTY use 7-1-1.

REPORT OF PLANNING COMMISSION ACTION
April 1, 2021

ITEM NO: 6	
	DISTRICT NO.: 8
SUBJECT:	
Application #:	Z-35-20-8 (Companion Case GPA-SM-1-20-8)
Location:	Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
From:	C-2 BAOD and S-1 BAOD
To:	PUD BAOD
Acreage:	17.27
Proposal:	Planned Unit Development to allow residential (including multifamily) and other permitted uses from the Mixed Use Agricultural Zoning District
Applicant:	Withey Morris, PLC, Jason Morris
Owner:	John C. Oertle, Jr., Lisa Kay Oertle-Mel
Representative:	Withey Morris, PLC, Jason Morris

ACTIONS:

Staff Recommendation: Approval, subject to stipulations.

Village Planning Committee (VPC) Recommendation:
South Mountain 8/11/2020 Informational Only.
South Mountain 11/10/2020 Informational Only.
South Mountain 2/9/2021 Continued. Vote: 17-0.
South Mountain 3/9/2021 Denial. Vote: 12-7.

Planning Commission Recommendation: Approval, per the staff recommendation in the staff report, with an additional stipulation.

Motion Discussion: N/A

Motion details: Commissioner Howard made a motion to approve Z-35-20-8, per the recommendation in the staff report, with the additional stipulation as read into the record.

Maker: Howard
Second: Gorraiz
Vote: 6-2
Absent: Johnson
Opposition Present: Yes

Findings:

1. The proposal is consistent with the proposed General Plan Land Use Map designation as well as the surrounding land uses and land use map designations.

2. The proposal includes enhanced development standards and design guidelines that often exceed MUA, BAOD and traditional residential standards that will promote the rural and agricultural nature of the surrounding area.

3. The proposal will allow for additional residential development that is appropriately located at the intersection of two arterial streets that offer alternative transportation options connecting to the Interstate 10 freeway and future light rail corridor further to the west. The proposal provides a transition from existing commercial uses to single-family residential to the south.

Stipulations:

1. An updated Development Narrative for the Sanctuary at South Mountain 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 January 22, 2021, as modified by the following stipulations:

    a. Front Cover: Revise the submittal date information to add the City Council adoption date.

    b. Page 9, 1. Development Standards Table, Minimum Building Setbacks, add letter “s” at the end of “Interior Property Line…” in reference to interior property lines adjacent to the existing Walgreens.

    c. Page 10, under Open Space, add “…of gross site acreage.” at the end of the first sentence.

    d. Page 12, Plant Lists, change the bold subheading “Plant Lists” from the right-hand side of the table to the center-top above the reference to plant materials. Also add the word “Zoning” after “Mixed Use Agricultural…”.

    e. Page 14, 5. Amenities, shift “b. Outdoor Amenities:” to the following page.

    f. Page 15, 6. Open Space, align the formatting of the text in the second paragraph.

    g. Page 16, 7. Shade, edit the last sentence to the following: “c. Shade requirements shall be calculated on a Summer Solstice at 12:00 noon.”

    h. Page 17, second paragraph, revise the second sentence to state “c. Connections shall be provided from and between the following elements via the most direct route using pathways a minimum of 4 feet in width:” and revise the alignment at the bottom of the page starting with “d. Traffic calming…”.

i. Page 19, E. Design Guidelines, change subheading from “1. Multifamily Residential” to “1. General Standards”.

j. Page 19, E. Design Guidelines, under 1. Multifamily Residential, change to: “e. All of the residential units adjacent to 39th Street shall contain covered back patios at a minimum of 200 square feet in area at a depth of at least six feet, if the front of residential units is not oriented towards 39th Street.”

k. Page 19, E. Design Guidelines, under 1. Multifamily Residential, remove sentence starting with “f. A minimum of two pedestrian gates…”

l. Page 21, 5. Building Orientation and Massing, revise the second sentence to “b. Residential units adjacent to 39th Street which are not fronting onto 39th Street, shall incorporate back patios oriented towards 39th Street to reinforce community orientation and place eyes on this street.”

m. Page 22, 10. Other Design Elements, please align the subheading.

n. Page 25, H. Complete Streets, change the word “ROW” to “right-of-way”.

o. Page 26, I. Infrastructure, 1. Circulation, lower case the word “Pedestrian”.

p. Page 27, J. Comparative Zoning Table, update the Proposed PUD standards to match with the rest of the PUD document.

2. The applicant shall submit a Traffic Impact Study/Statement to the City for this development. No preliminary approval of plans shall be granted until the study is reviewed and approved by the City. Contact the Street Transportation Department, to set up a meeting to discuss the requirements of the statement/study. Upon completion of the TIS the developer shall submit the completed TIS to the Planning and Development Department counter with instruction to forward the study to the Street Transportation Department, Design Section.

3. The developer shall dedicate a one-foot Vehicular Non-Access Easement (VNAE) along Southern Avenue, as approved by the Planning and Development Department.

4. 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.

5. Prior to final site plan approval, the property owner shall record documents that disclose to purchasers of property and tenants within the development the existence and operational characteristics of agricultural uses. The form and

content of such documents shall be reviewed and approved by the City Attorney.

6. The property owner shall record a Notice to Prospective Purchasers of Proximity to Airport in order to disclose the existence, and operational characteristics of City of Phoenix Sky Harbor International Airport (PHX) 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.

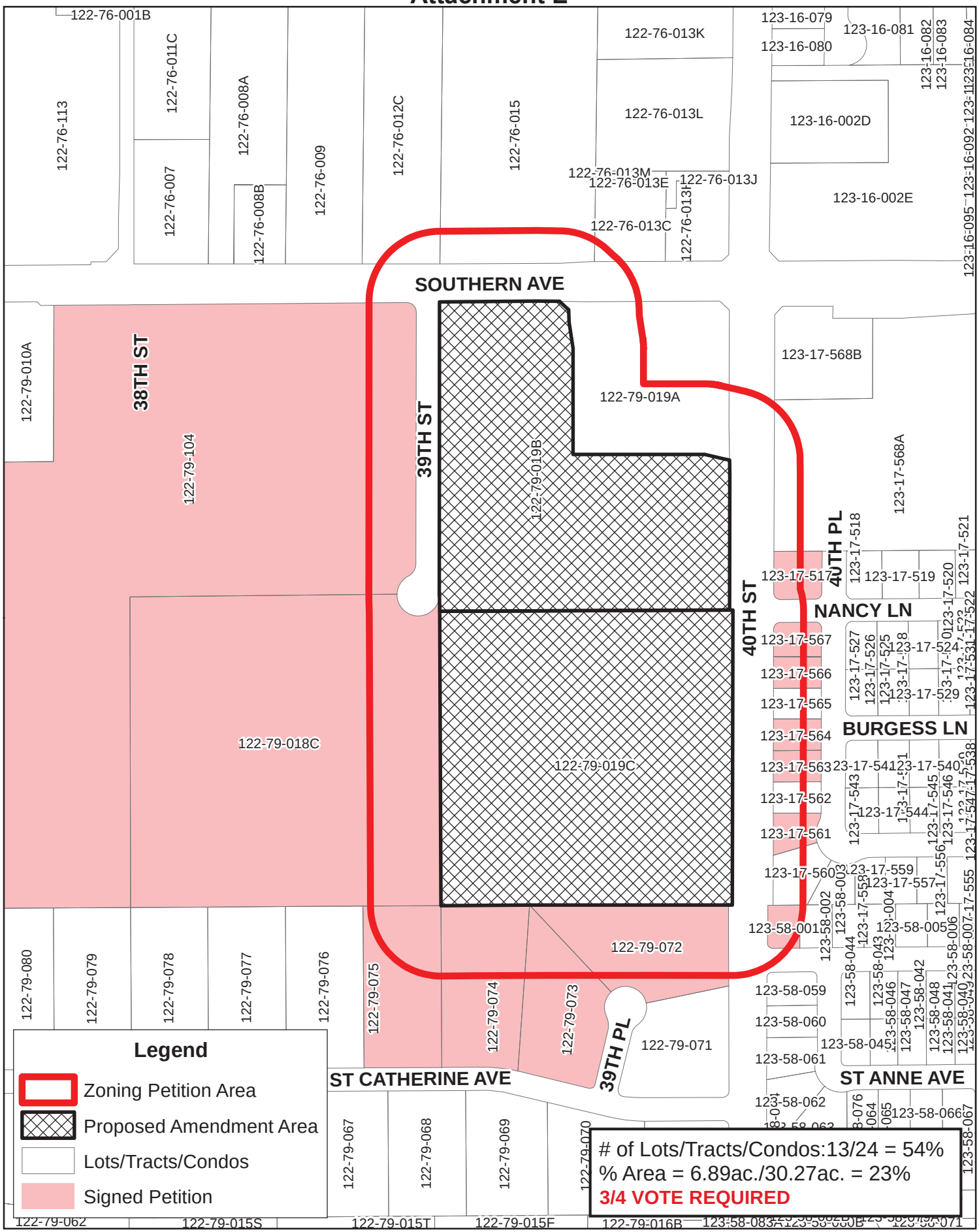
7. The developer shall grant and record an aviation easement to the City of Phoenix for the site, per the content and form prescribed by the City Attorney prior to final site plan approval.

8. 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.

9. 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.

This publication can be made available in alternate format upon request. Please contact Tamra Ingersoll at (602) 534-6648, TTY use 7-1-1.

Attachment E



Petition Verification Map
for Z-35-20-8

Map prepared by City of Phoenix, Planning and Development Services Dept. 4/9/2021

CITY OF PHOENIX
PLANNING AND DEVELOPMENT DEPARTMENT

FORM TO REQUEST PC to CC
I HEREBY REQUEST THAT THE CC HOLD A PUBLIC HEARING ON: May 5, 2021

APPLICATION NO/ LOCATION:	**Z-35-20-8 (Companion Case GPA-SM-1-20-8) (Sanctuary at South Mountain PUD)** Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue	***(SIGNATURE ON ORIGINAL IN FILE)***			
		opposition	**x**	**applicant**	
APPEALED FROM:	PC 4/1/2021	3731 East Saint Anne Avenue Phoenix, AZ 85042			
	PC DATE	*STREET/ADDRESS/CITY/STATE/ZIP*			
TO PC/CC HEARING:	CC 5/5/2021	Trent C. Marchuk 602-499-9594 trentchristopher@gmail.com			
	CC DATE	*NAME / PHONE / EMAIL*			

REASON FOR REQUEST:
Same as yesterday. Adding the ¾ vote petition for City Council.

Multiple unresolved concerns regarding the complexity of the location that have yet to be addressed in the applicant's narrative nor in the site plan, which the City Planning Department has referred to multiple times as unreliable itself (site plan reference). Ninety-five percent (95%) of neighbors, represents 135+ adjacent and contiguous acres do not agree with the proposed land use as currently stated.

RECEIVED BY:	Michael Pierce	**RECEIVED ON:**	4/8/2021

Alan Stephenson
Joshua Bednarek
Tricia Gomes
Racelle Escolar
Stephanie Vasquez
Leah Swanton
Vikki Cipolla-Murillo
Ra'Desha Williams
Village Planner
Samantha Keating
Paul M. Li
GIS
Applicant

City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

CITY OF PHOENIX

APR 08 2021

Planning & Development Department

The **PLANNING COMMISSION** agenda for **April 1, 2021** is attached.

The **CITY COUNCIL** may approve the recommendation of the Planning Commission without further hearing **unless**:

1. A **REQUEST FOR A HEARING** by the **CITY COUNCIL** is filed within seven (7) days.

   There is a $630.00 appeal fee for hearings requested by the applicant, due by 5:00 p.m. **April 8, 2021**.

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2. A **WRITTEN PROTEST** is filed, no later than seven (7) days after the Planning Commission's action, which requires a three-fourths vote. A written protest will require a three-fourths vote of the City Council to approve a zoning change when the owners of at least 20 percent of the property by area and number of lots, tracts, and condominium units within the zoning petition area have signed the petition. The zoning petition area includes both the area of the proposed amendment, and the area within 150 feet of the proposed amendment, including all rights-of-way. For condominium, townhouse and other types of ownership with common lands, authorized property owner signatures are required. Please see Planning and Development Department Staff for additional information prior to gathering signatures.

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FORM TO REQUEST CITY COUNCIL HEARING

I HEARBY REQUEST THAT THE CITY COUNCIL HOLD A PUBLIC HEARING:

Z-35-20-8
APPLICATION NO.

340 feet west of the southwest corner of 40th St and Southern Ave (approx.
LOCATION OF APPLICATION SITE

01 April 2021 - PC
DATE APPEALED FROM

☒ OPPOSITION
☐ APPLICANT

Michael Pierce
PLANNER
(PLANNER TAKING THE APPEAL)

BY MY SIGNATURE BELOW, I ACKNOWLEDGE CITY COUNCIL APPEAL:

Trent Marchuk
PRINTED NAME OF PERSON APPEALING

Trent Marchuk
SIGNATURE

3731 E. Saint Anne Ave
STREET ADDRESS

08 April 2021
DATE OF SIGNATURE

Phoenix Arizona 85042
CITY, STATE & ZIP CODE

(602) 499-9594
TELEPHONE NO.

trentchristopher@gmail.com
EMAIL ADDRESS

REASON FOR REQUEST
Same as yesterday
Adding the 3/4 vote petition - for City Council

APPEALS MUST BE FILED IN PERSON AT 200 WEST WASHINGTON, 2ND FLOOR, ZONING COUNTER

CITY OF PHOENIX
APR 08 2021
Planning & Development Department

Petition for THREE-FOURTHS (3 / 4) Vote by City Council
for
Rezoning Application (Z-35-20-8)

Request: S-1 BAOD (Farm or Ranch Residence, Baseline Area Overlay District) and C-2 BAOD (Intermediate Commercial, Baseline Area Overlay District) to PUD BAOD (Planned Unit Development, Baseline Area Overlay District)

Location: Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
(Assessor Parcel Nos. 122-79-019B and 122-79-019C, approximately 17.27 acres)

We the undersigned OWNERS of property within the area of the proposed amendment or the area within 150-feet of the proposed amendment, including all rights-of-way, requesting the rezoning action. We protest the Planning Commission's decision on April 1, 2021 and request that the City Council be required to pass this rezoning application by a three-fourths (¾) vote.

#	Date	Signature	Print Name	Owner	Address or Lat/Long	APN
1	4/6/21	[signature]	Dionse Martinez	AYALA EVELIO L / MARTINEZ DIONISE	6401 S 39TH PL	122-79-072
2	4/6/21	[signature]	MARIA SWARTZ	SWARTZ NEWELL/MARIA	6408 S 39TH PL	122-79-073
3				BRUNO FREDERICK E /MIRIAM J	3910 E SAINT CATHERINE AVE	122-79-074
4	4/6/21	[signature]	Yvonne Walker	WALKER FAMILY TRUST	3902 E SAINT CATHERINE AVE	122-79-075
5	4-5-21	[signature]	Pedro Marques	TORRE ALTA ENTERPRISES INC	33.389880, -111.998793	122-79-018C
6	4-6-21	[signature]	Robert L Hardwood	ARID SOLUTIONS LLC	3747 E SOUTHERN AVE	122-79-104
7				HOYT AZ 1 LLC	3848 E SOUTHERN AVE	122-76-012C
8				HOYT AZ 1 LLC	3916 E SOUTHERN AVE	122-76-015
9				DEWITT DONALD DEAN/AUDREY...	3930 E SOUTHERN AVE	122-76-013C
10				REALTYNET AZ2 LLC/TIC PROPERTIES...	3945 E SOUTHERN AVE	122-79-019A
11				FORTIETH ST AND SOUTHERN LLC	6003 S 40TH ST	123-17-568A
12	4-5-21	[signature]	WILLIAM	REID WILLIAM/ANNAMARIE	4002 E NANCY LN	123-17-517

Petition for THREE-FOURTHS (3 / 4) Vote by City Council
for
Rezoning Application (Z-35-20-8)

CITY OF PHOENIX
APR 08 2021
Planning & Development Department

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3		James B Phelps	Power of attorney James B Phelps	BRUNO FREDERICK E /MIRIAM J	3910 E SAINT CATHERINE AVE	122-79-074
4				WALKER FAMILY TRUST	3902 E SAINT CATHERINE AVE	122-79-075
5		Rhonda K. Hogan		TORRE ALTA ENTERPRISES INC	33.389880, -111.998793	122-79-018C
6				ARID SOLUTIONS LLC	3747 E SOUTHERN AVE	122-79-104
7		RHONDA K. HOGAN Notary Public – Notary Seal STATE OF MISSOURI Christian County My Commission Expires Oct. 4, 2021 Commission #13491696		HOYT AZ 1 LLC	3848 E SOUTHERN AVE	122-76-012C
8				HOYT AZ 1 LLC	3916 E SOUTHERN AVE	122-76-015
9				DEWITT DONALD DEAN/AUDREY...	3930 E SOUTHERN AVE	122-76-013C
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CITY OF PHOENIX

APR 08 2021

Planning & Development Department

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#	Date	Signature	Print Name	Owner	Address or Lat/Long	APN
13				HIDALGO JOEANNA	6202 S 40TH PL	123-17-567
14				MARTINEZ JAIME B/BENITA	6208 S 40TH PL	123-17-566
15				SAMANIEGO ESTEBAN	6214 S 40TH PL	123-17-565
16				QUIJANO PRISILIA R	6218 S 40TH PL	123-17-564
17				MIRANDA JESUS D	6224 S 40TH PL	123-17-563
18				WHITE ROBERT P	6230 S 40TH PL	123-17-562
19	4-7-21	Jose Solorzano Jr	JOSE SOLORZANO JR	SOLORZANO JOSE JR	6236 S 40TH PL	123-17-561
20				HAUGEN EUGENE K JR/MARGARET...	4005 E ALTA VISTA RD	123-17-560
21				DAVIS PAUL EDWARD/ARQUETTA...	4011 E ALTA VISTA RD	123-17-559
22				PAYAN NATALIE	4002 E SAINT CATHERINE AVE	123-58-001
23				PICI ZACHARY	4008 E SAINT CATHERINE AVE	123-58-002

CITY OF PHOENIX
APR 08 2021
Planning & Development Department

Petition for THREE-FOURTHS (3 / 4) Vote by City Council
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13	4.6.21		Joe Anna Hidalgo	HIDALGO JOEANNA	6202 S 40TH PL	123-17-567
14	4.6.21		Benita Martinez	MARTINEZ JAIME B/BENITA	6208 S 40TH PL	123-17-566
15				SAMANIEGO ESTEBAN	6214 S 40TH PL	123-17-565
16	4/6/21		Prisilia Quijano	QUIJANO PRISILIA R	6218 S 40TH PL	123-17-564
17	4/5/21		Jesus Miranda	MIRANDA JESUS D	6224 S 40TH PL	123-17-563
18				WHITE ROBERT P	6230 S 40TH PL	123-17-562
19				SOLORZANO JOSE JR	6236 S 40TH PL	123-17-561
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23				PICI ZACHARY	4008 E SAINT CATHERINE AVE	123-58-002

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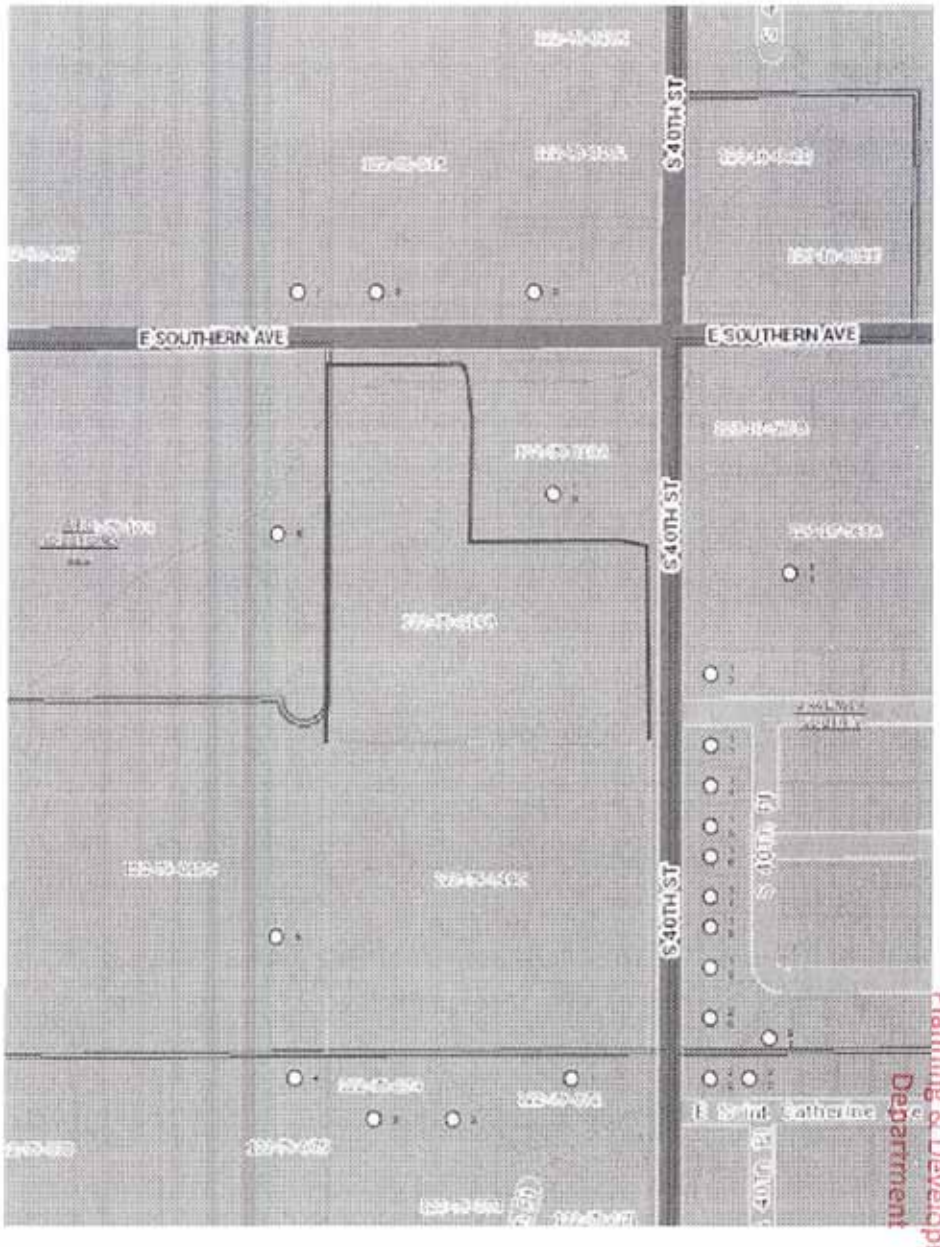
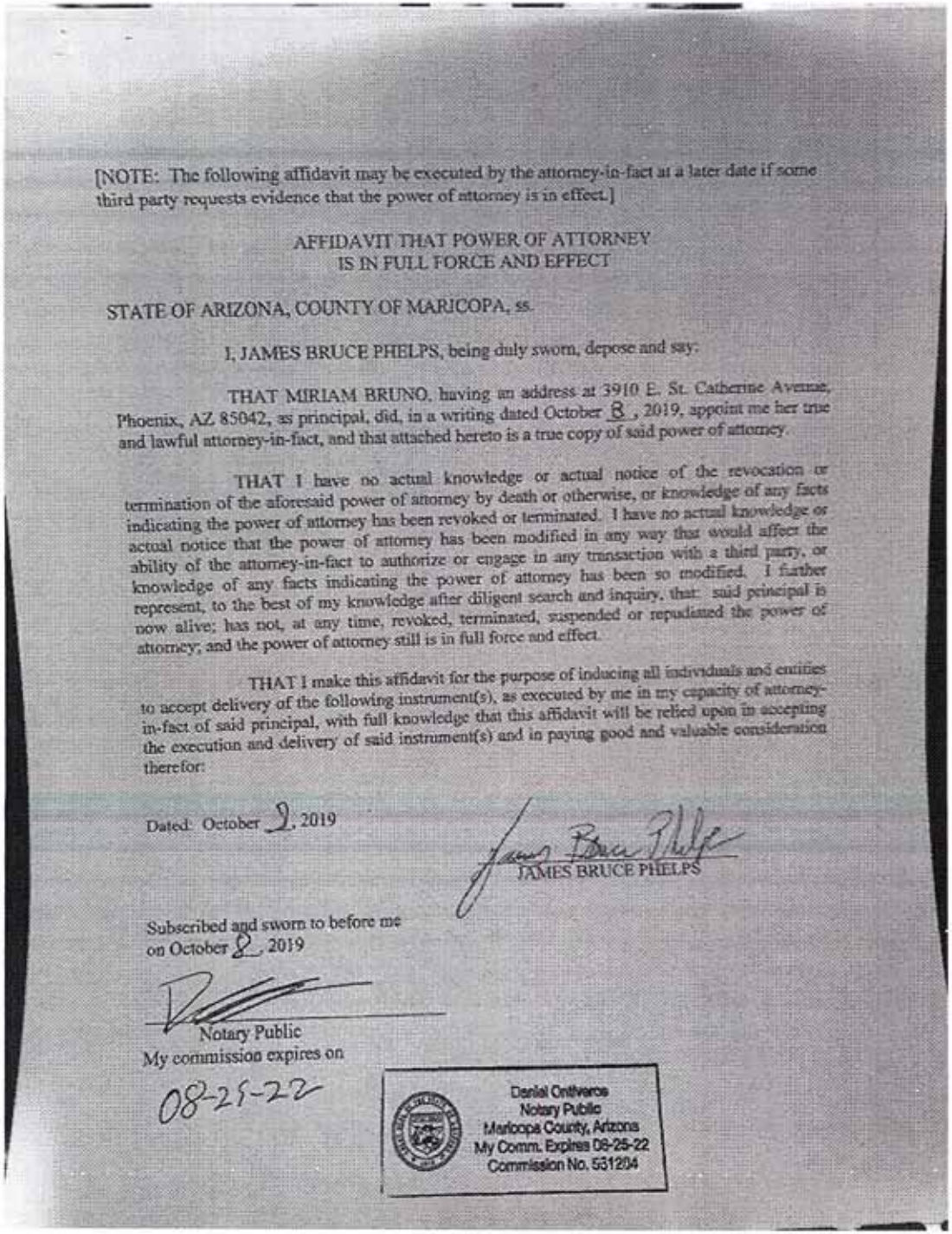
Pictorial: Set of Property Owners (lots, tracts, and condominiums) within 150-feet of the proposed amendments, including all rights-of-way. Upon submission of this petition or written protest with signatures from 20% or more of the property owners and 20% of more of the land area, a ¾ vote will be required.



CITY OF PHOENIX
APR 08 2021
Planning & Development Department

Number of Lots: 23
Number of Condominiums: 0
Number of Tracts: 0



[NOTE: The following affidavit may be executed by the attorney-in-fact at a later date if some third party requests evidence that the power of attorney is in effect.]

AFFIDAVIT THAT POWER OF ATTORNEY
IS IN FULL FORCE AND EFFECT

STATE OF ARIZONA, COUNTY OF MARICOPA, ss.

I, JAMES BRUCE PHELPS, being duly sworn, depose and say:

THAT MIRIAM BRUNO, having an address at 3910 E. St. Catherine Avenue, Phoenix, AZ 85042, as principal, did, in a writing dated October 8, 2019, appoint me her true and lawful attorney-in-fact, and that attached hereto is a true copy of said power of attorney.

THAT I have no actual knowledge or actual notice of the revocation or termination of the aforesaid power of attorney by death or otherwise, or knowledge of any facts indicating the power of attorney has been revoked or terminated. I have no actual knowledge or actual notice that the power of attorney has been modified in any way that would affect the ability of the attorney-in-fact to authorize or engage in any transaction with a third party, or knowledge of any facts indicating the power of attorney has been so modified. I further represent, to the best of my knowledge after diligent search and inquiry, that: said principal is now alive; has not, at any time, revoked, terminated, suspended or repudiated the power of attorney; and the power of attorney still is in full force and effect.

THAT I make this affidavit for the purpose of inducing all individuals and entities to accept delivery of the following instrument(s), as executed by me in my capacity of attorney-in-fact of said principal, with full knowledge that this affidavit will be relied upon in accepting the execution and delivery of said instrument(s) and in paying good and valuable consideration therefor:

Dated: October 9, 2019

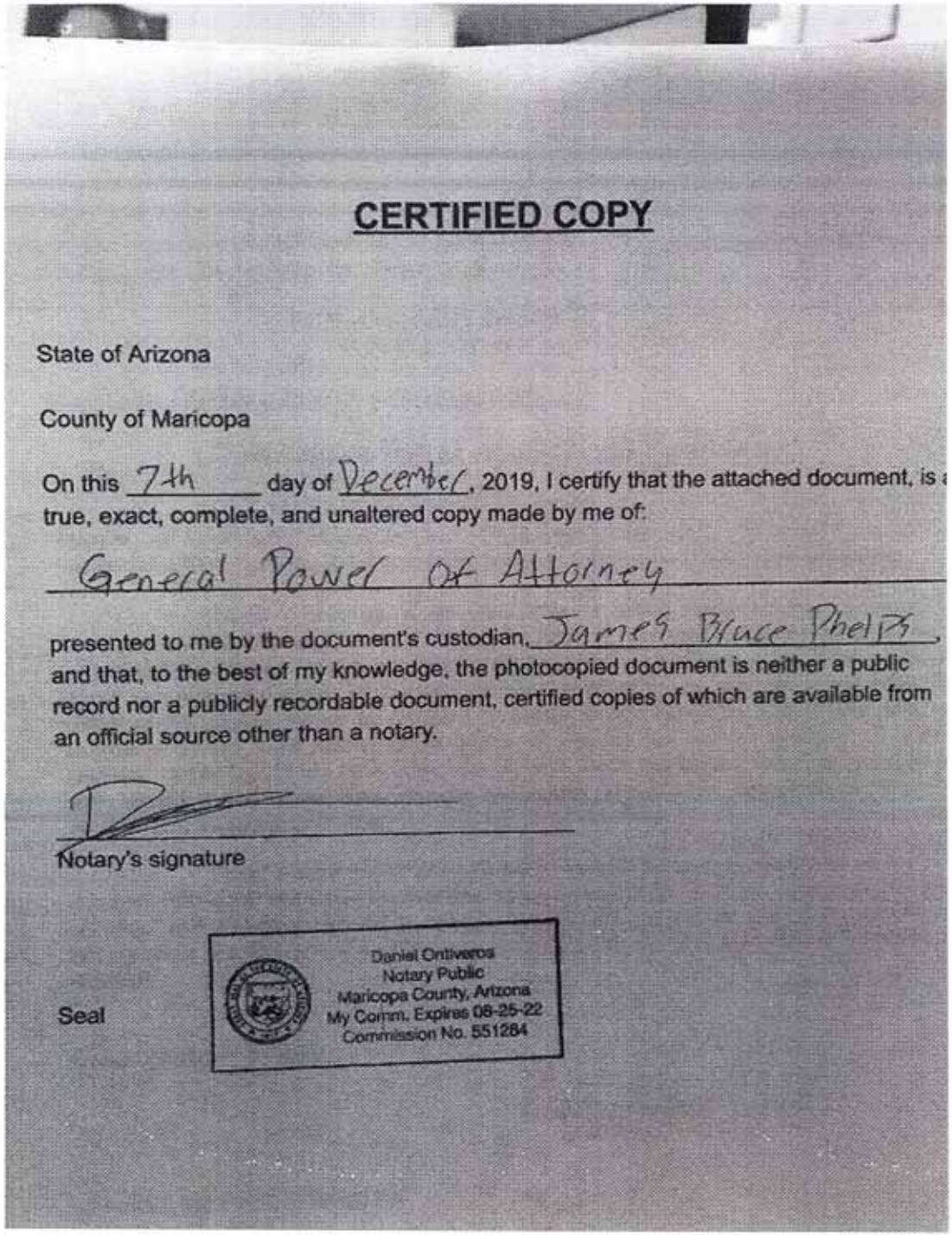
JAMES BRUCE PHELPS

Subscribed and sworn to before me
on October 8, 2019

Notary Public
My commission expires on
08-25-22

Daniel Ontiveros
Notary Public
Maricopa County, Arizona
My Comm. Expires 08-25-22
Commission No. 531204

CITY OF PHOENIX
APR 08 2021
Planning & Development
Department



CERTIFIED COPY

State of Arizona

County of Maricopa

On this 7th day of December, 2019, I certify that the attached document, is a true, exact, complete, and unaltered copy made by me of:

General Power of Attorney

presented to me by the document's custodian, James Bruce Phelps, and that, to the best of my knowledge, the photocopied document is neither a public record nor a publicly recordable document, certified copies of which are available from an official source other than a notary.

Notary's signature

Seal

Daniel Ontiveros
Notary Public
Maricopa County, Arizona
My Comm. Expires 08-25-22
Commission No. 551284

CITY OF PHOENIX
APR 08 2021
Planning & Development Department

CITY OF PHOENIX
PLANNING AND DEVELOPMENT DEPARTMENT

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		opposition	**x**	**applicant**	
APPEALED FROM:	PC 4/1/2021	3731 East Saint Anne Avenue Phoenix, AZ 85042			
	PC DATE	*STREET/ADDRESS/CITY/STATE/ZIP*			
TO PC/CC HEARING:	CC 5/6/2021	Trent C. Marchuk 602-499-9594 trentchristopher@gmail.com			
	CC DATE	*NAME / PHONE / EMAIL*			

REASON FOR REQUEST:

Multiple unresolved concerns regarding the complexity of the location that have yet to be addressed in the applicant's narrative nor in the site plan, which the City Planning Department has referred to multiple times as unreliable itself (site plan reference). Ninety-five percent (95%) of neighbors, represents 135+ adjacent and contiguous acres do not agree with the proposed land use as currently stated.

RECEIVED BY:	Michael Pierce	**RECEIVED ON:**	4/7/2021

Alan Stephenson
Joshua Bednarek
Tricia Gomes
Racelle Escolar
Stephanie Vasquez
Leah Swanton
Vikki Cipolla-Murillo
Ra'Desha Williams
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GIS
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City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

CITY OF PHOENIX

APR 07 2021

Planning & Development Department

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FORM TO REQUEST CITY COUNCIL HEARING

I HEARBY REQUEST THAT THE CITY COUNCIL HOLD A PUBLIC HEARING:

Z-35-20-8 / GPA-SM-1-20-8
APPLICATION NO.

Approximately 340 feet west of southwest corner of 40th St and Southern Ave
LOCATION OF APPLICATION SITE

4/1/2021 -PC
DATE APPEALED FROM

☒ OPPOSITION
☐ APPLICANT

Michael Pierce
PLANNER (PLANNER TAKING THE APPEAL)

BY MY SIGNATURE BELOW, I ACKNOWLEDGE CITY COUNCIL APPEAL:

Trent Marchuk
PRINTED NAME OF PERSON APPEALING

Trent C Marchuk
SIGNATURE

3731 East Saint Anne Ave
STREET ADDRESS

7 Apr 2021
DATE OF SIGNATURE

Phoenix, AZ 85042
CITY, STATE & ZIP CODE

(602) 499-9594
TELEPHONE NO.

trentchristopher@gmail.com
EMAIL ADDRESS

REASON FOR REQUEST
Multiple unresolved concerns regarding the complexity of the location that have yet to be addressed in the Applicant's narrative nor in the site plan - which the City Planning Department has referred to multiple times as unreliable itself (site plan). 95% of neighbors, representing 135+ adjacent & contiguous acres do not agree with the proposed land use as currently stated. reference

APPEALS MUST BE FILED IN PERSON AT 200 WEST WASHINGTON, 2ND FLOOR, ZONING COUNTER

Attachment F

February 9, 2021

Torre Alta Enterprises
2140 E. Thomas Rd.
Phoenix, Az 85016

RE: Zoning case # Z-35-20 The Sanctuary at South Mountain

To City of Phoenix and

To whom it may concern,

I own parcel 122-79-018C located on the west border of the subject property Parcel numbers 122-79-019B and 122-79-019C. I have received information regarding the zoning case Z-35-20. I approve of and am in favor of the Planned Unit Development known as "The Sanctuary at South Mountain." This beautiful residential single family rental home development will be an enhancement to our South Mountain Community. I believe it will bring much needed jobs and fulfill housing needs in Phoenix. Please accept my signature of approval below.

Sincerely,

Pedro Marquez

Pedro Marquez

Torre Alta Enterprises

From:	Corey Caulkins
To:	Enrique A Bojorquez-Gaxiola
Subject:	SMVPC Meeting - Agenda Item #9 Written Comment
Date:	Tuesday, March 9, 2021 2:52:03 PM

Hello,

I am unable to attend the planning meeting today to make a public comment, but I submit to you the below written comment.

I would like to advocate on behalf of **Agenda Item #9 - 40th St. & Southern Ave Project (GPA-SM-1-20-8)**. Though Black folks only constitute 5% of Arizona residents, they constitute 18% of people in jail and 14% of people of prison. This disproportionate impact is a result of a legacy of racism and white supremacy, and it contributes to a cycle of housing violence where formerly incarcerate Black community members are excluded from stable housing.

As both a resident of the City of Phoenix and member of Sunrise Movement Phoenix, I know that affordable, stable housing is a basic human right and that until all of my neighbors in this city have access to it, we are failing as a community.

The only way to break cycles of housing violence is for developers to follow the leadership of directly impacted people, because those closest to the problem are closest to the solution. I support this project, and hope to see more examples of developers listening to those most marginalized.

Thank you for your time,
Corey Caulkins
Phoenix, AZ 85015

Attachment G

From:	Trent Marchuk
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; Somos BuildBam
Subject:	Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Wednesday, February 3, 2021 1:27:33 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,
Trent Marchuk
3731 E Saint Anne Ave
Phoenix, AZ 85042

From:	alain brunet
To:	Enrique A Bojorquez-Gaxiola
Subject:	Subject: 2/9/21 SMVPC Meeting
Date:	Monday, February 8, 2021 11:35:08 AM

Hi Enrique, Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8).
Been resident of this "gem" for 33 years it will be damaging to change the rural character of South Phoenix to a “city dortoir “
for the profit of fews that don’t even live here.
Thanks,
Alain Brunet

Sent from Mail [go.microsoft.com] for Windows 10

From:	FABIOLA MARQUEZ
To:	Mayor Gallego; Council District 1 PCC; Council District 2 PCC; Council District 3 PCC; Council District 3 PCC; Council District 4; Council District 5 PCC; Council District 6 PCC; Council District 7 PCC; Council District 8 PCC; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola
Subject:	Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Saturday, February 6, 2021 4:50:01 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,
Alonso and Fabiola Marquez
6409 S. 39th Pl.
Phoenix, AZ 85042

Sent from Mail [go.microsoft.com] for Windows 10

From:	Bernadette Miranda
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola
Cc:	somosbuildbam@gmail.com
Subject:	Opposition to Proposal at 40th St& Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Friday, February 5, 2021 3:58:09 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal. Thank you for your help.

Kind regards,

Sent from my mobile phone.

Angel and Bernadette Miranda
4536 E Saint Catherine Ave
Phoenix, AZ 85042
602 721-0525

From: Bernadette Miranda
To: Enrique A Bojorquez-Gaxiola
Subject: Project on 40th Street/Southern
Date: Monday, February 8, 2021 9:30:33 AM

Good morning Enrique,

We would like to formally request that we please be registered as opposing to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8).

Please let us know if you have any questions. Thank you for your help!

Sent from my mobile phone

Kind regards,

Angel and Bernadette Miranda
4536 E Saint Catherine Ave
Phoenix, AZ 85042
602 721-0525

From:	April Hodges
To:	Enrique A Bojorquez-Gaxiola
Cc:	April Hodges
Subject:	2/9/21 SMVPC Meeting
Date:	Monday, February 8, 2021 11:45:23 AM

2/9/21 SMVPC Meeting

Hi Enrique, Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8). Thank you!

April Hodges
General Nursery Manager

3815 E. Southern Avenue Phoenix, AZ, 85040
P 602.437.5194 **F** 602.437.4719
Arid Solutions Nursery [aridsolutionsnursery.com]



This message contains confidential information and is intended only for the individual(s) addressed in the message. If you are not the named addressee, you should not disseminate, distribute, or copy this e-mail. If you are not the intended recipient, you are notified that disclosing, distributing, or copying this e-mail is strictly prohibited.

Bereket Gebre-Egziabher, PharmD
6642 S. 38th Street
Phoenix, AZ 85042

February 8th, 2021

Re: Opposition to Case Z-35-20-8

Dear South Mountain Village Planning Committee (SMVPC) members:

It was during 2019 meeting at South Mountain Community College I expressed my opposition - along other homeowners, businesses and *Awakening Seed School* founder, for lack of transparency to the proposed plan with zoning change. ***And - at time - your compassionate and ushered guidance was engagement and direct communication with the community was the step that should be undertaken to continue the request***.

Today - altogether, the steps that were taken to get to this point negates the very advice that was given by this committee two years ago; it is indeed a stark departure from that note. The dissatisfaction of the community should NOT be ignored and we are compassionately upset and ask your guidance - once again - to do what is right - **"honesty and transparency"**. This process was run through unwillingness to work with the homeowners, businesses and schools that are in a close proximity of the intended project. ***We became the underdogs as our concerns were salvaged in the process; our existence didn't matter to this date*** - I believe this is not the spirit of this committee members presence and commitment for South Phoenix.

It is shockingly sad how the petition was collected by the landowner and/or the agent(s). Where is that engagement that involved all stakeholders in the area? Meanwhile, Councilmember Carlos Garcia scheduled a virtual meeting to create communication line; however, we were told the landowner cancelled the meeting and will reschedule towards the end of February but we proceeded the meeting and expressed our concern. How can anyone believe transparency when there is a planned engagement with *Planning Committee on 02.09.21*; *Planning Commission on 03.04.21*; and with *City Council on 04.07.21* but not with the neighbors?

The proposed project can easily be done north of Southern Ave - where zoning change is NOT required - where high density rental units such as *Esteban Park Apartments* and *Parc Fontain Luxury Apartments* exist. ***I don't know anyone in this neighborhood who wants this land to be empty but it should never be a one-way project by ignoring the existence of others.*** Despite the long standing concerns and efforts, we didn't matter to landowner and the high-powered firm; however, we do matter. **The pandemic should NOT be used to expedite this tedious and cumbersome process by ignoring the core principle - the incorporation of genuine engagement of all stakeholders.** Does money and power override our basic approach? What about the homeowners, businesses and schools without high-power legal representation? Yet, we do matter to bring a positive change that South Phoenix can benefit. I oppose Agenda #8 (Case Z-35-20-8) unequivocally and I continue to request your assistance to guide this process with inclusiveness and transparency to bring collective ingenuity for a better outcome as we matter in this process - or any aspiration of the landowner future endeavor as long as rezoning request is on the agenda. Where is the inclusiveness? **We do matter**.

Sincerely,

Bereket Gebre-Egziabher, PharmD

From: Bereket Gebre-Egziabher
To: Enrique A Bojorquez-Gaxiola; Trent Marchuk
Subject: Re: Case File: Z-35-20-8 SANCTUARY AT SOUTH MOUNTAIN PUD
Date: Tuesday, February 9, 2021 8:04:40 PM
Attachments: image001.png

Good evening Enrique:

I am glad to have heard the "Continuance"; however, I have to get ready for work and miss this golden opportunity to speak - and please know that your accommodation meant a lot to me and the community. Is it possible to share this with Madam chair and all respected members:

1. "Inclusiveness, Engagement and Mutually Accepted Development Plan" as our concerns and existence was salvaged until the 11th hour.

2.I will echo from my letter on May 2nd, 2019 - that we all deserve **"accurate and verifiable data"** in addressing petition signature and percentage reported for or against for future plan - if the landowner still request variance.

Again, I will echo from my letter on September 8th, 2020

"We have to be keen about our interest to have honest and transparent path from the grassroots - which means the community at the Heard Ranch should be the focal and initial point of this journey; it should be a joint venture to make South Phoenix a vibrant community in an effort to bring about positive change that will benefit every stakeholder."

Again, I will recite my letter on February 8th, 2021

"I don't know anyone in this neighborhood who wants this land to be empty but it should never be a one-way project by ignoring the existence of others. .....The pandemic should NOT be used to expedite this tedious and cumbersome process by ignoring the core principle - the incorporation of genuine engagement of all stakeholders."....Wd do matter. "

Madam chair and members of this community, we appreciate your guidance and compassion on it as we matter in the process and our existence in this matter.

Sincerely,

Bereket Gebre-Egziabher

From: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Sent: Monday, February 8, 2021 9:16 PM
To: Bereket Gebre-Egziabher <bereket68@hotmail.com>
Subject: RE: Case File: Z-35-20-8 SANCTUARY AT SOUTH MOUNTAIN PUD

Good afternoon Bereket,

Thank you for your additional comments in regards to these two cases. I will add it to the case file and will share it with the public bodies that will hear these cases over the next few months.

Thank you again,

Enrique Bojórquez-Gaxiola
Planner II – Village Planner
City of Phoenix
Planning & Development Department
Long Range Planning
200 W. Washington Street
Phoenix, AZ 85003
Office: (602) 262-6949



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: Bereket Gebre-Egziabher <bereket68@hotmail.com>
Sent: Monday, February 8, 2021 1:01 PM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Subject: Re: Case File: Z-35-20-8 SANCTUARY AT SOUTH MOUNTAIN PUD

Good afternoon Enrique:

It is very kind and I do appreciate your unwavering transparency in this process. Would you register my opposition along with the attached letter?

Have a good day and be safe!

Sincerely,

Bereket Gebre-Egziabher

From: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Sent: Monday, February 8, 2021 7:43 PM
To: Bereket Gebre-Egziabher <bereket68@hotmail.com>
Subject: RE: Case File: Z-35-20-8 SANCTUARY AT SOUTH MOUNTAIN PUD

Good afternoon Bereket,

How are you? All is well with me (thank you for asking). Yes, I have now registered you to speak on these two cases to be heard tomorrow, February 9th by the South Mountain VPC. The meeting starts at 6pm, but since we have many agenda items before these two cases it is difficult to know the time at which this case will be presented.
However, I am going to add your name towards the top of the speaker list due to your conflict with work so that we can hopefully get to hear your comments before work.

Please let me know if questions arise.

Thank you,

Enrique Bojórquez-Gaxiola
Planner II – Village Planner
City of Phoenix
Planning & Development Department
Long Range Planning
200 W. Washington Street
Phoenix, AZ 85003
Office: (602) 262-6949



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From: Bereket Gebre-Egziabher <bereket68@hotmail.com>
Sent: Friday, February 5, 2021 9:06 AM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Cc: Neighbor - Trent Marchuk <Trentchristopher@gmail.com>
Subject: Re: Case File: Z-35-20-8 SANCTUARY AT SOUTH MOUNTAIN PUD

Good morning Enrique:

How have you been? May I ask to have time allocated to speak in the upcoming agenda item regarding Z-35-20-8 Re-zoning?

I do hope that our agenda item will be early as I have to be at work at 9 pm.

Have a good day and be safe!

Sincerely,

Bereket Gebre-Egziabher

> On Nov 12, 2020, at 9:50 AM, Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov> wrote:
>
> Thank you Bereket! I appreciate the feedback on the process. We will continue with our communication and making sure everyone who wants to comment gets to do so.
>
> Let me know if questions arise.
>
> Regards,
>
> **Enrique Bojórquez-Gaxiola**
> Planner II – Village Planner
> City of Phoenix
> Planning & Development Department
> Long Range Planning
> 200 W. Washington Street
> Phoenix, AZ 85003
> **Office:** (602) 262-6949
>
> <image001.png>
>
> ***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: Bereket Gebre-Egziabher <bereket68@hotmail.com>
Sent: Tuesday, November 10, 2020 8:48 PM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Subject: Re: Case File: Z-35-20-8 SANCTUARY AT SOUTH MOUNTAIN PUD

Good evening Enrique:

Thank you for the reply and I was able to attend the meeting. Please know that I - along my family, appreciate your presence and transparent communication and your hard work.

Sincerely,

Bereket Gebre-Egziabher

From: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Sent: Tuesday, November 10, 2020 5:30 PM
To: Bereket Gebre-Egziabher <bereket68@hotmail.com>
Cc: Trent Marchuk <trentchristopher@gmail.com>
Subject: RE: Case File: Z-35-20-8 SANCTUARY AT SOUTH MOUNTAIN PUD

Good morning Bereket,

How are you? All is well with me (enjoying the weather these past few days). I have registered you as a speaker for tonight's meeting, noting that you are donating your time to Mr. Marchuk.

At the meeting, the VPC Chair will allocate a certain amount of time to Mr. Marchuk given that we have multiple speakers (approx. 8) who donated time to him.

Let me know if questions arise!

Thank you,

Enrique Bojórquez-Gaxiola
Planner II – Village Planner
City of Phoenix
Planning & Development Department
Long Range Planning
200 W. Washington Street
Phoenix, AZ 85003
Office: (602) 262-6949

<image001.png>

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: Bereket Gebre-Egziabher <bereket68@hotmail.com>
Sent: Monday, November 9, 2020 5:18 PM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Cc: Trent Marchuk <trentchristopher@gmail.com>
Subject: Re: Case File: Z-35-20-8 SANCTUARY AT SOUTH MOUNTAIN PUD

Hello Enrique:

How have you been? I do oppose the project on 40th Street and Southern and will attend the meeting. While I attend the meeting, I would like to provide my time for Trent to speak on my behalf.

Thank you and be safe!

Sincerely,

Bereket Gebre-Egziabher

From: Beth
To: Enrique A Bojorquez-Gaxiola
Cc: PDD South Mountain VPC
Subject: Z-35-29-8 & GPA-1-20-8
Date: Monday, February 8, 2021 10:11:29 AM

We are opposed to the above project
We have lived in the Heard Ranch for 38 yrs
This part of South Mountain Village is so special
Tree lined streets, multi purpose trails
Wonderful history of flower gardens, nurseries
Family farms
Along with the South Mountain village planning committee we have been able to preserve the rural feel in this area
This project. “apartments” will have a density that
Is overwhelming!! This property was zoned for 1/2acre lots to complement the surrounding neighbors I feel this would be the best use of the land
The intersection at 40th & Southern is already proven to be a deadly one adding apartments
Would increase the traffic and be very unsafe
Please consider our South Mountain Heritage
Thank you for your time
Beth Holmes & Bill Ramsey
Sent from my iPhone

From: Beth
To: Enrique A Bojorquez-Gaxiola
Subject: 40th St & Southern Z-35-20-8 & GPA SM-1-20-8
Date: Monday, March 8, 2021 5:05:04 PM

We are Very opposed to the development being proposed for the SW corner of 40th St & Southern
Beth Holmes
Bill Ramsey
6601 S 38th St
Phoenix, Az 85042

Sent from my iPhone

From: Beth Postma
To: Enrique A Bojorquez-Gaxiola
Subject: Agenda Item #8: GPA-SM-1-20-8
Date: Tuesday, February 9, 2021 8:35:15 AM
Attachments: image001.png

Dear Enrique, I am a business owner in the neighborhood of this zoning case. I am a wholesale plant nursery at 6623 S. 32nd Street. I signed the petition against this development and I wish to verify this now in this email. Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8).

Thank you,

Beth Postma
(602) 509-7242
www.allseasongrowers.com [allseasongrowers.com]



From: Beth
To: Enrique A Bojorquez-Gaxiola
Subject: 2-35-20-8 & GPA -1-20-8
Date: Monday, February 8, 2021 9:41:19 AM

I oppose this project located 40th St and Southern

Sent from my iPhone

From:	Bill Glover
To:	Enrique A Bojorquez-Gaxiola; PDD South Mountain VPC; Council District 8 PCC; 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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Cc:	somosbuildbam@gmail.com
Subject:	"40th St. and Southern Ave. Z-35-20-8 and GPA-SM-1-20-8"
Date:	Thursday, February 4, 2021 2:10:13 PM

Hello,

My name is Bill Glover. My wife Mary and I are the founders of the Awakening Seed School. I am writing to share my current opposition to the proposed development on the Southwest corner of 40th St and Southern Ave. The Applicant has wholly ignored our voter approved General Plan Land Use of maximum 2 homes per acre as well as the pleas to respect it by the neighbors and citizens who voted for it in many years ago. However, I am hopeful that the Applicant may change their approach and work with the neighbors to resolve our unresolved concerns. Please add this to the official case file for Z-35-20-8 and GPA-SM-1-20-8.

As shown through the below image, Awakening Seed is within 700 feet directly south of the proposed development. Historically, the land west of 40th St and south of Southern Ave has been the agricultural heart of South Phoenix. To the east of 40th St is where the agricultural support buildings were built and so has a very different history and character relative to the west side of 40th St. This can be observed even today through a quick glance at the attached aerial image.

Awakening Seed is an innovative, compassionate learning community that inspires global citizens by fostering curiosity, celebrating uniqueness, and promoting social justice. A central tenet of Awakening Seed is for children to be stimulated academically while simultaneously having daily opportunities to interact with the natural world through imaginative play and gardening.

We searched long and hard for the perfect location to complement our philosophy. We found this perfect location adjacent to what is known as the Mixed Use Agriculture (MUA) District within the larger Baseline Area Overlay District (BAOD) of South Phoenix. We collaborated with the neighbors, we built, and now we successfully operate our school to fit right in with the community ethos. We are a model example that collaboration with the neighbors during planning and development can, in reality, foster long-term success.

Unfortunately, through this single General Plan Amendment and Zoning Application covering roughly just 685,000 sq feet, the entire planning for our broader community across 16,000,000+ sq ft will be imperiled. (According to the county assessor's website.) With The Arbors (already exceeding 50% of the density envisioned for the MUA District) to the west and this project exceeding the envisioned density by 460% to the east, the remnant farmland in between will have precedent to redevelop as high density housing with no accompanying plan to address much needed infrastructure and services nor input from the community. Where irrigation now flows across fertile soil, this project would yield a food desert.

The current General Plan artfully balances the need for development growth with our community's assets to foster the unique character unlike any neighborhood in Phoenix.

And that is what is at stake here.

This is simply the wrong process for such a significant change to the General Plan, especially the destroying of our neighborhood's character and heritage through the precedent caused by rezoning roughly just seventeen gross acres through this proposal.

High density housing itself is not bad. But, what becomes of the Character of our District if it is no longer paying homage to the agrarian heritage of South Phoenix? Our roads and infrastructure in South Phoenix are already overburdened. If this is approved and built without due consideration for the residents of South Phoenix, it is us same residents (including many families of my students) who will be left paying to fix what should never have been broken by this proposal.

Awakening Seed was built trusting in the longstanding planning documents that have guided this community for decades. And we have been extremely successful in following these documents; we have consistently had waiting lists for enrollment.

What this community needs is more schools. We also need more services, especially healthy eating options and more medical providers. We recognize there is a need for rooftops and are open to creative solutions. Unfortunately, the Applicant has repeatedly spurned the neighbors and refuses to incorporate any of our meaningful feedback.

In the spirit of a constructive approach, I ask that the Applicant be given yet another chance to work with the neighbors and incorporate their feedback in a meaningful way. There is a precedent set by the City Planning Department with Gardener's Enclave, considered a model residential PUD in the MUA.

Although I don't mind speaking for myself, I am pleased with the representation given by my concerned neighbors at somosbuildbam.org [somosbuildbam.org] and support their approach.

Thank you,
Bill Glover
Awakening Seed School
6630 S. 40th St., Phoenix, AZ 85042

From: BILL GLOVER
To: Enrique A Bojorquez-Gaxiola
Subject: 2/9/21 SMVPC Meeting
Date: Monday, February 8, 2021 3:50:09 PM

Total opposition to #8 GPA-SM-1-20-8

Sent from my iPhone
Bill Glover

From: Bill Glover
To: Enrique A Bojorquez-Gaxiola
Subject: 40th & Southern
Date: Monday, March 8, 2021 12:15:59 PM

This project belongs elsewhere. Please don't wreck the last Phoenix neighborhood that is of a rural nature.

Sent from my iPhone

From: Bill Randall
To: Enrique A Bojorquez-Gaxiola
Subject: Land use proposal at 40thSt. & Southern
Date: Wednesday, February 10, 2021 9:33:29 AM

Please add me to your list of concerned for this proposal.

Bill Randall 3452 E. Vineyard Rd 602-350-2999

From:	Blake Peterson
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Wednesday, February 3, 2021 2:47:51 PM

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Thanks, Blake

Blake Peterson, CPA
6197 South Rural Suite 102-14
Tempe, Arizona 85283
Phone: 480-829-0509
Fax: 480-829-0055
blakepeterson@cox.net
blakepetersoncpa.com

From: Trent Marchuk [mailto:trentchristopher@gmail.com]
Sent: Wednesday, February 3, 2021 1:48 PM
To: Trent Marchuk <trentchristopher@gmail.com>
Subject: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)

Hi Neighbors,

If you feel passionate about what you read below in the email below, please forward *this entire email string* to the City officials listed below and add your own thoughts in opposition to the project.

Literally, five easy steps will take less than five minutes:

1. Click "Forward" on this email,
2. Copy and Paste the below email addresses into the "To:" field,
3. Add a few words of your own expressing your own opinion about this project,
4. Sign with your **name and mailing address**,
5. Hit send and you've done your part!

mayor.gallego@phoenix.gov, council.district.1@phoenix.gov, council.district.2@phoenix.gov, council.district.3@phoenix.gov,

council.district.4@phoenix.gov, council.district.5@phoenix.gov, council.district.6@phoenix.gov, council.district.7@phoenix.gov, council.district.8@phoenix.gov, SouthMountainVPC@phoenix.gov, enrique.bojorquez-gaxiola@phoenix.gov, somosbuildbam@gmail.com

We need 100+ emails to be organically sent for our voices to be heard. The Applicant has used COVID-19 to silence the neighbors in an attempt to push through an inappropriate project that shifts the costs of the attending consequences to the residents of South Phoenix.

We challenge you to ask at least 3 others who live in the South Mountain Village (between 27th Ave to 48th St and Salt River to South Mountain) to do the same by Sunday, February 7, 2021.

Your sending an email to our elected representatives at this time is absolutely critical.

Thank you,
Trent Marchuk
somosbuildbam.org [somosbuildbam.org]

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Wed, Feb 3, 2021 at 1:27 PM
Subject: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
To: <mayor.gallego@phoenix.gov>, <council.district.1@phoenix.gov>, <council.district.2@phoenix.gov>, <council.district.3@phoenix.gov>, <council.district.4@phoenix.gov>, <council.district.5@phoenix.gov>, Council District 6 PCC <council.district.6@phoenix.gov>, <council.district.7@phoenix.gov>, Council District 8 PCC <council.district.8@phoenix.gov>, <SouthMountainVPC@phoenix.gov>, Enrique Bojorquez <enrique.bojorquez-gaxiola@phoenix.gov>, Somos BuildBam <somosbuildbam@gmail.com>

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be

made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,
Trent Marchuk
3731 E Saint Anne Ave
Phoenix, AZ 85042

From:	Catherine Pliess
To:	Enrique A Bojorquez-Gaxiola
Subject:	Register your opposition to the project at 40th & Southern (Z-35-20-8 and GPA-SM-1-20-8)
Date:	Monday, March 8, 2021 12:31:39 PM

Hi,

I would like to formally register my opposition to the project at 40th & Southern (Z-35-20-8 and GPA-SM-1-20-8. This project is NOT in keeping with the land use as outlined in the Baseline MasterPlan. Personally, I bought in the South Mountain area for the rural and relatively agricultural flavor of the area. For being such a short drive to the downtown, South Mountain offers a connection to the past history of rural Phoenix. This proposed high density rental project will not support this important attribute of Phoenix.

South Phoenix is in many ways a vulnerable area as it currently is made up of many rental and high density areas. Those in rental developments are not property tax payers and often do not have care or long term thoughts on the area and how projects like this negatively affect tax paying homeowners. This project is also a detriment to the heavy traffic already a problem in the area. Baseline Road on a weekday between 1pm and 7pm is often bumper to bumper even in this lower traffic pandemic times, this proposed project that does not conform to the city plan will only make this phenomenon worse. Please respect the Master plan and the property taxpayers of this area. Do not support or approve this plan.

--

Cathie Pliess
480.824.8951

cpliess@gmail.com

From: Curt Gentry
To: Enrique A Bojorquez-Gaxiola
Subject: 2/9/21 SMVPC Meeting
Date: Monday, February 8, 2021 10:40:41 PM

Hi Enrique,

Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8).

Thank you!

Curt Gentry
6415 S 37th St
Phoenix, AZ 85042

From: Curt Gentry
To: Enrique A Bojorquez-Gaxiola
Subject: 40th & Southern Project Opposition
Date: Tuesday, March 9, 2021 9:12:44 AM

Good morning Enrique,

Again, please register my opposition to the project at 40th & Southern. (GPA-SM-1-20-8 and Z-35-20-8)

Thank you for your service to our community.

Blessings!
Curt Gentry
6415 S 37th St
Phoenix, AZ 85042

From:	D in AZ
To:	D M
Subject:	Oppose Z-35-20-8 and GPA-1-20-8!
Date:	Thursday, February 4, 2021 7:04:11 PM

To those who really care about Laveen, I urge you to oppose this proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8).

The community should have a say in what comes in around our homes. There is way too much high density zoning going on and it needs to stop! Our leaders need to represent the people that live here and not the bottom dollar. Laveen is no longer what it used to be and high density coming in everywhere we turn is not what we want.

Please support us in opposing this proposal,

Darcy Meyer
3535 W Bohl St
Laveen, AZ 85339

From:	D in AZ
To:	Enrique A Bojorquez-Gaxiola
Subject:	Opposition to GPA SM-1-20-8 and Z-35-20-8
Date:	Sunday, March 7, 2021 6:39:13 PM

Hello, I'd like to register my opposition for GPA SM-1-20-8 and Z-35-20-8 and would like to yield my time to Patty McKinstry.

Darcy Meyer
3535 W Bohl St, Laveen Village, AZ 85339
480-332-4120

From:	David Grimmer
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	Fwd: Please Help: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Wednesday, February 3, 2021 2:54:43 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,
David Grimmer
2631 E Jones Ave
Phoenix, AZ 85040

From: Ol" West
To: Enrique A Bojorquez-Gaxiola
Subject: Opposition to GPA SM-1-20-8 and Z-35-20-8
Date: Sunday, March 7, 2021 9:04:37 PM

Hi, I'd like to register my opposition for GPA SM-1-20-8 and Z-35-20-8 and would like to yield my time to Patty McKinstry.

David Meyer
3535 W Bohl St, Laveen Village, AZ 85339
480-332-4120

From: Deirdre Irvine
To: Enrique A Bojorquez-Gaxiola
Subject: 40th St & Southern property
Date: Friday, March 5, 2021 5:46:41 PM

RE:
GPA SM-1-20-8 and Z-35-20-8.
I would like to voice my opposition to this development. The density is too great. The concept does not fit with the area. This will lead to more appeals to change the zoning down Southern leaving our area forever changed and hemmed in.

We have lived here since 1976. We have lost many things that made it unique. Please let us keep our neighborhood as it is now. This proposal will destroy any privacy. These neighbors will start complaining about the noise of our animals, the smell & more. This project is NOT capable with the Heard Ranch that we have enjoyed for so many years and hope to leave to our children & grandkids!

Please forward this to the Planning Committee. I would like to let Patty McKinstry for us at the March 9,2021 at the SMVP meeting.

Deirdre & Randy Irvine
3802 East Saint Catherine
Phoenix AZ 85042
(602) 437-2688
Sent from my iPhone

From: Evelio Ayala
To: Enrique A Bojorquez-Gaxiola
Subject: 2/9/21 SMVPC Meeting
Date: Monday, February 8, 2021 9:28:05 AM

2/9/21 SMVPC Meeting
Hi Enrique, Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8). Thank you!

Evelio

From: george n bingham II
To: Enrique A Bojorquez-Gaxiola
Subject: OPPOSITION TO 40TH ST & SOUTHERN DEVELOPMENT
Date: Monday, February 8, 2021 9:42:07 AM

Hi Enrique,

Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8).

Thank you!

George N. Bingham II

From:	Greg Brownell
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	40th Street and Southern Avenue
Date:	Friday, February 5, 2021 12:25:25 AM

To whom it may concerns in regard to he parcel under consideration at 40th Street and Southern (GPA-SM-1-20-8 (Companion Case Z-35-20-8) by the South Mountain Planning Commission.

One of the first things you consider in planning (amateur or professional) is that place matters. Here is a little perspective on what this means if you are a Realtor: from the National Association of Realtors Preamble to their Code of Ethics:

"Under all is the land. Upon its wise utilization and widely allocated ownership depend the survival and growth of free institutions and of our civilization. … the creation of adequate housing, the building of functioning cities, the development of productive industries and farms, and the preservation of a healthful environment."

Also, from the current General Plan:

"How is this Plan Different? One of the goals from the very beginning of the PlanPHX Project was to develop a General Plan that was much more user friendly.

A city's natural and built environments are its primary building blocks.

This continued growth, in a still maturing urban landscape, provides Phoenix residents a tremendous opportunity to shape the future of their city like no other place in the world. The General Plan provides a powerful medium for residents to strategize on how the city will grow. Through this General Plan, Phoenix can continue to shape How the natural and built environments take shape for a city are of the utmost importance in determining a city's quality of life.

Going beyond the need to create a document that residents and developers were more likely to use, was the importance of telling the story of what Phoenix wants to be and outlining how it can get there as a city. That's why this updated General Plan is aimed at being a visionary, concise and strategic document.

A city's landscape has a tremendous impact on how it is defined and ultimately what makes it a place people want to call home, visit or conduct business. How the natural and built environments take shape for a city are of the utmost importance in determining a city's quality of life."

As anyone can see, place and history are very important to how we conduct ourselves and how we grow our community. Our physical world, both natural and manmade are vital to the successful growth and well being of our community.

The parcel under consideration at 40th Street and Southern (GPA-SM-1-20-8 (Companion Case Z-35-20-8) has a very long history. Of course, it has been agricultural for at least a few thousand years, most likely it was originally farmed by the Hohokam. Their land was not threatened by sharp attorney's and greedy landowners. In fact, we don't know what happened to them.

But, in the long chain of ownership from Mesquite Bosque, to native hand dug canals, to Hohokam cultivation, to Michael Wormser's land swindles and up to the moment the Bartlett-Heard Land and Cattle Company decided they could exploit the ancient canals and modern irrigation to make more money selling land than growing anything on it, it should be clear this parcel has history.

In recent times, this land was all citrus. It was owned and farmed by John Oertle, Sr. While he owned it, many things were happening around his property. The Heard Ranch development of single family ranchettes was built to the west. These were homes designed for horses, gardens and other agricultural activities. Like Mr. Oertle's property they were pleased with SRP flood irrigation. Mr. Oertle and the Heard Ranch community were all part of a larger farm district which included, the flower farms along Baseline road, cotton fields and tree nurseries.

At that time, new housing development was limited in that area. But, east of 40th Street was

th

rezoned to take advantage of the Tempe School borders (40 Street on the west, Baseline Rd. on the South and Broadway Rd. on the north.) Conveniently, this allowed developers who were concerned by the Roosevelt School System and the kids that went, to put their collective minds and prejudices to rest and start making money. The agriculture that existed at the time disappeared.

To the north of Mr. Oertle's farm, Southern Avenue created another man-made barrier. Even though this area was primarily agriculture for decades, planners had decided this area would be destined to become commercial and higher density housing. And still Mr. Oertle's orchard endured.

There were other stirrings coming from the planning and development community at that time. One result of those "stirrings" was the Raven Golf Course. Another was the Baseline Corridor Mater Plan. For the first time there was real development pressure being put on one of the most unique areas in Metro Phoenix – South Phoenix's unique Farm District. Fortunately, Mr Oertle would not see the impending battles that would be fought to maintain his Farm District. He passed in the 1980's leaving his orchard to his children, John Jr., Kent, Lisa Kay and Beth.

One of the important parts of this story is to remember that the current owners did not purchase this property: they inherited it. Obviously, the four of them couldn't figure out a way to keep it as a farm and they were asking too high a price for the land to make it viable for any farmer to purchase it. Apparently, they were more interested in squeezing money out of the property rather than orange juice. This is understandable; not everyone wants to be a farmer, but at this point they had alternatives. Remember, they were given the land. They could have sold at the market rate for raw land. They could have given it away. The point is they have been trying to add value to the land at the expense of its agricultural history.

By the time the Oertle family presented their first plan to add value to their inheritance, the Base Line Corridor Master Plan had been finished. It extended in its impact from the Mountain to Southern Ave, the northern border of the Oertle property. They wanted to change the zoning on part of the property to commercial from agricultural. Walgreens wanted to build a pharmacy there, so they presented the SMVPC of that time with that proposal. At that time the committee was working on a special zoning called MUA. But that work was not completed, but there was a strong feeling on the committee that there should not be high density commercial at that site. A "Tuesday Night" deal was struck: the Oertle's would be given the commercial zoning on the north end of the property (along Southern Avenue), if the south end of the property was left for low density housing. Renderings of a wonderful commercial hub was presented to the committee. There would be shops and retail all anchored by the Walgreens. It was to be built in two phases with the Walgreens completed fist. They even agreed to maintain the citrus until Phase II was started.

The committee agreed and the Heard Neighborhood reluctantly accepted that compromise.

Just like in the days of Wormser many people feel this was just a sham to get the Walgreens built. No commercial development ever appeared, and the citrus was not maintained. But the Oertles and their attorneys got their money.

A few attempts were made to rent the property to urban farmers, but they all failed to meet the economic needs of the Oertles to farm the property.

The Oertles were unable to exploit the zoning change given to them by the SMVPC. Without discussing the difficulty of dealing with 4 property owners, let's just say, they could not procure a developer.

So, they have repeatedly come back to the Committee and the neighborhood with new plans and ideas. One of the more recent was to develop the remaining property into a commercial park. The neighborhood negotiated in good faith and the SMVPC showed support with some modifications. Again, all that effort just evaporated. Again, it was hard for all the Oertles to agree on what was best for them and this is without adding the burden of considering what would be best for the neighborhood and the Village.

That brings us to now.

The neighborhood has opposed this property being single family rentals from the very first time it was proposed and every time after that. The SMVPC has shown its opposition repeatedly. But here we are again with another high-powered attorney and a complete disregard for this property's history, the traditions of the neighborhood and wishes of the Village. That alone should be enough

to dismiss this project outright. The General Plan of Phoenix passed by more than 70% approval by the City's voters because the City promised that within its many pages existed protection for traditional historic neighborhoods from greedy land owners, relentless developers and high-powered attorneys that have complete access to the Planning Commission and the City Council. Let's hope that our current General Plan is more than just fantasy and a way to get votes.

Also, this product they are proposing is at best experimental. We have approved a similar community closer to Central that is in an area that already has existing multifamily homes and was unopposed by the existing neighborhoods. This product might fill a needed housing niche but as expressed in a recent Business Journal article South Phoenix seems to be a target for this kind of development. The primary reason for this seems to be land that is still relatively cheep in this part of town.

What is wrong with this product: it combines the lack of efficiency and sustainability of the single-family home with the lack of equity creation by its occupant. In other words, the landlord gets the increase in property value while the tenant gets all or most of inconveniences of homeownership with none of the benefits. This is not a type of development that promotes racial and ethnic equity and equality. If we are going to let developers exploit our lower land values let them build for sustainability (apartments and high density construction) or let them build something market rate but affordable so that our community members can share in the future increase in land values.

This land has already been rezoned. Let the landowners do what they can, with what they have, where they are.

I am in opposition to any zoning change on this property.

Greg Brownell 602-290-3300

From:	JEAN HOGG
To:	Enrique A Bojorquez-Gaxiola
Subject:	Proposal for 40th St and Southern, vote 9 Mar.
Date:	Monday, March 8, 2021 2:37:46 PM

Sir:

Once again I would like to voice my opposition to this plan as it now stands, and I yield my speaking time to Patty McKinstry.

Thank you for listening and I hope you will give the concerns of the neighborhood full consideration.

Jean Hogg

6235 S 37 St, 85042

From: Jennifer Kinerk
To: Enrique A Bojorquez-Gaxiola
Subject: 2/9/21 SMVPC Meeting
Date: Monday, February 8, 2021 10:49:14 AM

Hi Enrique,

Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8). Thank you!

KIndly,
Jennifer and Kevin Kinerk

From:	Jennyfer Stratman
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; PDD South Mountain VPC; somosbuildbam@gmail.com; Enrique A Bojorquez-Gaxiola
Subject:	Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Wednesday, February 3, 2021 11:13:35 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. I am very concerned by the proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,

Jennyfer Stratman
3502 E. Vineyard Rd
Phoenix AZ 85042

From: Jennyfer Stratman
To: Enrique A Bojorquez-Gaxiola
Subject: 2/9/21 SMVPC Meeting
Date: Sunday, February 7, 2021 11:08:28 PM

Hi Enrique,
Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8).

Thank you,

Jennyfer Stratman

From: Joel & Donna Young
To: Enrique A Bojorquez-Gaxiola
Subject: 2/9/2021 SMVPC Meeting
Date: Monday, February 8, 2021 11:29:07 AM

We strongly oppose Agenda Item #8: GPA-SM-1-20-8 and Z-35-20-8 zoning cases for 40th and Southern Ave.

We have lived in the area over 30 years and I sat on the SMVPC in the early 90's. The community has worked hard to maintain The Baseline Area Master Plan and Mixed use Agriculture to keep undesirable development (complying) taking over with complete disregard of the neighborhoods.

Please deny

Joel and Donna Young

From: Joel & Donna Young
To: Enrique A Bojorquez-Gaxiola
Subject: GPA SM 1-20-8 and Z-35-20-8
Date: Monday, March 8, 2021 3:05:30 PM

Please be advised we are apposed to the above referenced zoning cases. This is in no way compatible with the Baseline Master Plan. 40th Street
and Southern is already a very busy intersection and high accident rate. This development density is too high and will increase these problems.

It is a shame the developers are not willing to work with the neighbors and coincide with the lifestyle of the area and stay within the Baseline
Master plan.

We are unable to speak at the meeting and yield our time to Patty McKinstry.

Joel and Donna Young

From:	Jon Allen
To:	Enrique A Bojorquez-Gaxiola
Subject:	Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8)
Date:	Saturday, February 6, 2021 8:47:31 AM

As a resident of South Phoenix I strongly oppose the plans for this project as presented.

1. It does not meet the criteria of the master plan for the area.
2. Each "new" proposal from the developer does nothing to address any of the objections raised by local residents.

Regards,

Jon Allen

From: Challoner, John
To: Enrique A Bojorquez-Gaxiola
Subject: 2/9/21 SMVPC Meeting
Date: Monday, February 8, 2021 10:24:14 AM

Hi Enrique, Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8). Thank you!

Thanks,
John Challoner
6201 South 37th Street.
Phoenix, AZ 85042.

From: jolyn owen
To: Enrique A Bojorquez-Gaxiola
Subject: 40th street and southern zoning change
Date: Tuesday, March 9, 2021 8:39:07 AM

Please note that my husband and I are against this zoning change. We were promised a different use when Walgreens went in. Time doesn't change this. I would like to yield my speaking time to patty Mckinstrey
Jolyn Owen
5624 s 27th place
6029094415
Sent from the all new Aol app for iOS [apps.apple.com]

From:	Karen and Sue
To:	Enrique A Bojorquez-Gaxiola
Subject:	Opposition to Z-35-20-8 & GPA-SM-1-20-8
Date:	Tuesday, February 2, 2021 10:25:14 AM

Good morning Enrique,
My name is Karen Mischlispy and I am opposition to the purposed project at 40th Street and Southern Ave. I wish to pass my time to speak to Trent Marchuk my neighbor. Also please send the link for me to attend the meeting.
Hope you and your family are doing well.
Thanks,
Karen Mischlispy

From:	Karen and Sue
To:	Enrique A Bojorquez-Gaxiola
Subject:	cases GPA SM-1-20-8 and Z-35-20-8
Date:	Saturday, March 6, 2021 1:19:53 PM

Good afternoon Enrique hope you and your family are doing well.
I would like to attend the virtual meeting with the South Mountain Village Planning committee meeting on Tuesday, March 9th. Also I want to speak but please pass my speaking time Patty McKinstry.

Please enter this response into the record.

South Mountain Village Planning Committee Case Number:
GPA-SM-1-20-8 & companion Case Z-35-20-8.
Re: The “Sanctuary At South Mountain” purposed development at the Southwest corner of Southern Avenue and 40th Street.
Submitted by Karen Mischlispy Home Address: 3818 E. St. Catherine Avenue, Phoenix, AZ 85042

I am opposed to the "Sanctuary At South Mountain" development because: a.) it does not meet the Baseline Master Plan, b.) the density for this development is to high for this area, c.) impact to future development along Southern Avenue from 40th Street to 24th Street, d.) high density development creates issues with traffic, parking for staff, visitors, and guests, and e.) the continued pressure to change and or modify the Zoning and General Plan Amendment is not appropriate for this area. This type of development would be better located closer to Central Avenue to allow access to the light rail. I am concerned with the developer's fast-tracking effort to send this negative development through the city process during a pandemic. This is vital to my future neighborhood and community. The Baseline Master Plan identified the need to retain the historical significance for future development.

I have lived and worked in the area most of my life. I have seen many changes some good and some not so good. I want the corner of 40th Street and Southern Avenue to be development appropriately to the area.

Thank you,
Karen Mischlispy
home phone: 602 438-2928

From:	Kaylee Colter
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; Somos BuildBam
Subject:	Fwd: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Thursday, February 4, 2021 12:08:40 PM

As a neighbor who will be impacted by the proposal for rezoning at 40th Street and Southern Ave, I would like to voice my opposition to the proposal as it has been submitted. The owners of this property are requesting a change in zoning and because they are asking to make a change to our community I believe that they should make a good faith effort to maintain the character intended by the zoning regulations. This proposal does not do this. Not only is the density too high to be appropriate, they have made very little effort to mitigate the high density by doing things such as providing more open space, increasing landscape buffers or integrating the community wide bridle trail. We have spoken with the owners and intended developers about these items and while they say they will make changes, those changes never end up in the proposals. I therefore have difficulty trusting that they have a vested interest in the community. I urge you to hold firm to the special requirements outlined by the Agricultural overlay. Once the property is developed there is no going back. Thank you for your time and effort.

Kaylee Colter
3939 E. Saint Catherine Ave
Phoenix, AZ 85042

Begin forwarded message:

From: Trent Marchuk <trentchristopher@gmail.com>
Subject: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date: February 3, 2021 at 1:48:07 PM MST
To: Trent Marchuk <trentchristopher@gmail.com>

mayor.gallego@phoenix.gov, council.district.1@phoenix.gov, council.district.2@phoenix.gov, council.district.3@phoenix.gov, council.district.4@phoenix.gov, council.district.5@phoenix.gov, council.district.6@phoenix.gov, council.district.7@phoenix.gov, council.district.8@phoenix.gov, SouthMountainVPC@phoenix.gov, enrique.bojorquez-gaxiola@phoenix.gov, somosbuildbam@gmail.com

From: Keena Ortega
To: Enrique A Bojorquez-Gaxiola
Subject: SOMO BUILDINGBAM
Date: Saturday, March 6, 2021 3:45:05 PM

I, Keena Armijo, want it to be note and or stated that I am opposed to GPA SM-1-20-8 Z-35-20-8 and yield my time to Patty McKinstry.

Thank you.

From: Kent June
To: Enrique A Bojorquez-Gaxiola
Subject: 2/9/21 SMVPC Meeting
Date: Monday, February 8, 2021 7:51:54 PM

Enrique, Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8).

The Planning Department and communities spend a lot of time and energy developing plans that reflect what communities see their future neighbourhoods and living environments providing for their families and support businesses. Granted, plans by nature are meant to be an outline of these visions and will always be subject to change as the world changes around us; however, this proposed development totally ignores the vision that was developed for this unique area in South Mountain. The owners of this property from the beginning and continuing with their different development iterations have ignored this plan and the folks living in the immediate area while promoting plans that would maximize their ROI. The South Mountain Village Planning Committee told this group numerous times that this plan is not right for this parcel of land. This plan needs to be rejected to send a message to the owners to come up with a plan that reflects the plan for the area while supporting the needs of the area.

Sincerely,

Kent June
3602 E Vineyard Rd
Phoenix, AZ 85042

From:	Lisa and Jeff Blankenship
To:	Mayor Gallego; Council District 1 PCC; Council District 2 PCC; council.district.3@phoenix.gon; Council District 4; Council District 5 PCC; Council District 6 PCC; Council District 7 PCC; Council District 8 PCC; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	*Needing your help opposing a project (Z-35-20-8 & GPA-1-20-8)
Date:	Sunday, February 21, 2021 2:10:49 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,

Lisa Blankenship
5628 W Euclid Ave
Laveen, AZ 85339

From:	Lori Gardner
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Thursday, February 4, 2021 2:30:17 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,

Lori Gardner
6445 S. 32nd St
Phoenix, AZ 85042

To: Cynthia Gosa-Lazaro <Cynthia@dgm-f.org>
Subject: Fwd: Needing your help opposing a project (Z-35-20-8 and GPA-1-20-8)

---------- Forwarded message ---------
From: **Tatiana Peña Marchuk** <tatitat311@gmail.com>
Date: Thu, Feb 4, 2021 at 12:00 PM
Subject: Fwd: Needing your help opposing a project (Z-35-20-8 and GPA-1-20-8)
To: <Missyp39@gmail.com>

Trent and I have been working on a rezoning issue in South Phoenix. We have been working to help Carlos and the rest of City Council be more supportive to halt some high density housing pushes. Trent had started working more in this last summer and has done a great amount to influence the rezoning. We also have enlisted our entire neighborhood.
Now we are asking for your help to support our efforts by emailing City Council officials.
We need 100+ emails to be organically sent for our voices to be heard. The Applicant has used COVID-19 to silence the neighbors in an attempt to push through an inappropriate project that shifts the costs of the attending consequences to the residents of South Phoenix.

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

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If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Lottie V. Lecian
1847 E. Atlanta Ave.
Phoenix, AZ 85040

e challenge you to ask at least 3 others who live in the South Mountain Village (between 27th Ave to 48th St and Salt River to South Mountain) to do the same by Sunday, February 7, 2021.
Below, we have provided the email to send and the directions. Literally, five easy steps will take less than five minutes:

1. Click "Forward" on this email, (The title is needed to help this email be more effective).
2. Copy and Paste the below email addresses into the "To:" field,
3. Add a few words of your own expressing your own opinion about this project,
4. Sign with your **name and physical address**,
5. Hit send and you've done your part!

3731 E Saint Anne Ave [google.com]
Phoenix, AZ 85042 [google.com]

--
Thank you,

Enrique A Bojorquez-Gaxiola

From: llecian@aol.com
Sent: Tuesday, February 16, 2021 6:15 PM
To: Enrique A Bojorquez-Gaxiola
Subject: Re: My concern is that we don't need high density buildings in this neighborhood. It is like living in housing projects of the past.

Yes I am concerned about the property on 40th Street in South Phoenix.
Lottie Lecian

-----Original Message-----
From: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
To: llecian@aol.com <llecian@aol.com>
Sent: Tue, Feb 16, 2021 9:06 am
Subject: RE: My concern is that we don't need high density buildings in this neighborhood. It is like living in housing projects of the past.

Good morning,

How are you? Is your email below related to a zoning case in particular? (So that we can add it to the case file)

Thank you,

Enrique Bojórquez-Gaxiola
Planner II – Village Planner
City of Phoenix
Planning & Development Department
Long Range Planning
200 W. Washington Street
Phoenix, AZ 85003
Office: (602) 262-6949

PLANNING & DEVELOPMENT
PRESERVE
SHAPE
BUILD

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: llecian@aol.com <llecian@aol.com>
Sent: Monday, February 15, 2021 6:20 PM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Subject: My concern is that we don't need high density buildings in this neighborhood. It is like living in housing projects of the past.

From:	Lu Ann Winters
To:	Enrique A Bojorquez-Gaxiola
Subject:	Meeting regarding South Mountain Area
Date:	Friday, February 5, 2021 11:33:04 PM

Enrique,

I will not be able to attend the following meeting on Tuesday, February 9th at 6 p.m., but would like to give my input as a resident in the South Mountain area of Phoenix.

The proposal at 40th St & Southern. Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8)"

I am very much concerned about this proposal as it would add more high-density housing to an area that is already over populated. The traffic in this area just gets busier and busier and with more housing it will only get worse. Our streets are not built for this capacity of traffic.

The following are reasons this project would not be good for our community:

- This proposal will destroy the official planning between 24th St and 40th St between Southern Ave and Vineyard
- This area is known as the Mixed Use Agriculture (MUA) District and is planned for low density housing, among many other requirements.
- The MUA contains 16+ million sq ft of remnant farmland bookended by this project's site to the east and the Arbors to the west.
- This proposal will destroy the MUA by setting a precedent of high density residential at both ends of the MUA district (24th St and 40th St)..
- The MUA is within the Baseline Area, which is boxed between Central and 40th St and Southern and the Preserve
- With the MUA destroyed, the Certainty and Character of the Baseline Area (which is stated as an integral part of the General Plan) will be gutted
- Being that the Baseline Area is the largest district in our Village, the South Mountain Village will also be gutted.
- This proposal has far reaching negative consequences to shaping the future of South Phoenix.
- High density housing is not itself bad. Developing high-density housing without the attending infrastructure and services is short-sighted and bad for the community.
- South Phoenix already lacks the commensurate infrastructure and services to support such extreme, one-off deviation from the General Plan.
- Safety is inextricably linked to proper infrastructure development.
- If the attending costs of these liabilities were actually included in the developer's plan, the project would not be profitable.
- The only way for this project to be profitable - and for people outside of South Phoenix to make lots of money - is to shift those costs to the people of South Phoenix.

Thank you for taking into consideration these reasons against this project.

Sincerely,

Lu Ann Winters
3434 East Baseline Road, #323
Phoenix, AZ 85042
310-614-4606

From:	Lu Ann Winters
To:	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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com; Mayor Gallego
Subject:	Fw: Please Help: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Thursday, February 4, 2021 7:27:09 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

I am also very much concerned about this proposal due to our streets already being overly crowded with all the recent developments being added.

Please support us in opposing this proposal,
Lu Ann Winters
3434 East Baseline Road, Unit #323
Phoenix, AZ 85042

From:	Lu Ann Winters
To:	Enrique A Bojorquez-Gaxiola
Subject:	GPA SM-1-20-8 and Z-35-20-8
Date:	Friday, March 5, 2021 5:23:27 PM

Enrique,

I am writing in opposition to the above proposal to the land on 40th and Southern in Phoenix, Arizona. I am in opposition because it will create too much density of population in the area and goes in direct opposition to the master plan for the area. My greatest concern is how it will affect traffic in the area. We already have congestion most of the time on Baseline and Southern and this project would only add to the problem.

I won't be able to attend the meeting, but would like to give the time that would be allotted to me to speak to Patty McKinstry.

Thank you,

Lu Ann Winters
3434 East Baseline Road, #323
Phoenix, AZ 85042

From:	When Jones
To:	Enrique A Bojorquez-Gaxiola
Subject:	Opposition to building plan at Southern and 40th St
Date:	Monday, March 8, 2021 5:42:07 PM

I am a property owner in Bartlett Heard Ranch. I am opposed to the building plan for the corner of Southern and 40th St - particularly the current proposed density. I would like to donate my speaking time at tomorrow's meeting to Patty McKinstry.
Thank you for your efforts in this matter.
Marianne Walden
602-332-0115
3844 E Vineyard Rd, Phoenix, AZ 85042

From: Marianne Randall
To: Enrique A Bojorquez-Gaxiola
Subject: Oppose project
Date: Saturday, March 6, 2021 7:51:07 AM

- I want to be noted as opposing cases GPA SM-1-20-8 and Z-35-20-8.

Thank you
Marianne Randall

From:	Mary Hagerty
To:	Enrique A Bojorquez-Gaxiola
Subject:	#9 GPA-SM-1-20-8 (Companion Case Z-35-20-8) and #10 Z-35-20-8 (Companion Case GPA-SM-1-20-8)
Date:	Sunday, March 7, 2021 2:57:02 PM

My name is Mary Hagerty and I live in the South Mountain area. **I am against** both of these cases that are on the agenda for the upcoming SMPVC meeting on March 9.

I yield my time to Patty McKinstry.

Mary Hagerty
3241 E Maldonado Dr.
Phoenix, 85042

From: Mary Jene Flores
To: Enrique A Bojorquez-Gaxiola
Subject: Somos buildbam
Date: Saturday, March 6, 2021 3:39:25 PM

I mary jene Flores, Am stating that I am opposed to GPA Sm-1-20-8 & 2-35-20-8
I yield my time to Patty McKinstry
Thank you,Sincerely
Mary jene Flores

From:	Mary-Laura Brooks
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	Fwd: Fwd: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Saturday, February 6, 2021 4:07:10 PM

Dear City Council, Mayor, , Village Planning, City Planners, and Concerned Residents,

I have lived in the South Phoenix area for 40 years. I have watched the growth and development - most positive, but some, such as this plan, leans to the negative. I am familiar with the South Mountain Village plans for development and question where this plan (40th St & Southern (Z-35-20-8 & GPA 1-20-8) fits in. We are living in a historically significant area and that is a reason that most of us choose to continue to reside here. It's different then the suburbs that surround the Valley of the Sun. Its uniqueness should and must be preserved by thoughtful discussion based on South Mountain residents community minded input and decisions. It is not the developers' or land owners or city council role to make absolute choices about zoning and other developmental concerns . It is the right and role of the community and tax paying residents to have the majority of say.

Another concerning fact is there has been minimal public communication about this rezoning. As our community deals with the COVID crisis, it is even more essential that people are made more aware of any proposed zoning changes. People are focused on their health and welfare so it is imperative that a greater effort be made to communicate changes . If you say there are signs posted with zoning info or meetings, please consider that even though people may live in South Phoenix, they may not pass this particular part of the city on a regular basis. This proposal is of significant concern to to all South Phoenix residents because it could set a precedent for future development.

Thank you for your consideration in this matter

Mary-Laura Brooks

2127 E. Fawn Dr. Phoenix 85042

-------- Forwarded Message --------
Subject: Fwd: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date: Thu, 4 Feb 2021 11:56:32 -0700
From: Kaylee Colter <kayleercolter@gmail.com>
To: Richard Brooks <dickb1@q.com>, Mary-Laura Brooks <marylb@q.com>

Since you will soon be neighbors too, perhaps you might help us create some opposition if you have some time?

Begin forwarded message:

From: Trent Marchuk <trentchristopher@gmail.com>
Subject: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date: February 3, 2021 at 1:48:07 PM MST
To: Trent Marchuk <trentchristopher@gmail.com>

Hi Neighbors,

If you feel passionate about what you read below in the email below, please forward *this entire email string* to the City officials listed below and add your own thoughts in opposition to the project.

Literally, five easy steps will take less than five minutes:

1. Click "Forward" on this email,
2. Copy and Paste the below email addresses into the "To:" field,
3. Add a few words of your own expressing your own opinion about this project,
4. Sign with your **name and mailing address**,
5. Hit send and you've done your part!

mayor.gallego@phoenix.gov, council.district.1@phoenix.gov, council.district.2@phoenix.gov, council.district.3@phoenix.gov, council.district.4@phoenix.gov, council.district.5@phoenix.gov, council.district.6@phoenix.gov, council.district.7@phoenix.gov, council.district.8@phoenix.gov, SouthMountainVPC@phoenix.gov, enrique.bojorquez-gaxiola@phoenix.gov, somosbuildbam@gmail.com

We need 100+ emails to be organically sent for our voices to be heard. The Applicant has used COVID-19 to silence the neighbors in an attempt to push through an inappropriate project that shifts the costs of the attending consequences to the residents of South Phoenix.

We challenge you to ask at least 3 others who live in the South Mountain Village (between 27th Ave to 48th St and Salt River to South Mountain) to do the same by Sunday, February 7, 2021.

Your sending an email to our elected representatives at this time is absolutely critical.

Thank you,
Trent Marchuk
somosbuildbam.org [somosbuildbam.org]

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Wed, Feb 3, 2021 at 1:27 PM

Subject: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
To: <mayor.gallego@phoenix.gov>, <council.district.1@phoenix.gov>, <council.district.2@phoenix.gov>, <council.district.3@phoenix.gov>, <council.district.4@phoenix.gov>, <council.district.5@phoenix.gov>, Council District 6 PCC <council.district.6@phoenix.gov>, <council.district.7@phoenix.gov>, Council District 8 PCC <council.district.8@phoenix.gov>, <SouthMountainVPC@phoenix.gov>, Enrique Bojorquez <enrique.bojorquez-gaxiola@phoenix.gov>, Somos BuildBam <somosbuildbam@gmail.com>

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

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If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,
Trent Marchuk
3731 E Saint Anne Ave
Phoenix, AZ 85042

From: Mary-Laura Brooks
To: Enrique A Bojorquez-Gaxiola
Subject: Cases GPA SM-1-20-8 and Z-35-20-8 RE: 40th St & Southern
Date: Saturday, March 6, 2021 5:46:44 PM

Dear Mr. Bojorquez-Gaxiola

Please add this email in the record as me opposing the the cases GPA SM-1-20-8 and Z-35-20-8.

My main concerns are density and related traffic issues that will result from proposed density. I also hope those involved will respect the uniqueness of South Phoenix and it's agricultural history. Why destroy what has been so diligently maintained throughout the years. I'd like future generations to have a glimpse of the past of this great community rather than all the brick, mortar and pavement that is so prevalent in today's growth.

Please yield my time to speak to Patty McKinstry.

Thank you

Mary-Laura Brooks

From:	When Jones
To:	PDD South Mountain VPC; 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; Enrique A Bojorquez-Gaxiola; Mayor Gallego; somosbuildbam@gmail.com
Subject:	Fwd: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Thursday, February 4, 2021 7:20:05 PM

Hello,
My name is Marianne Walden. I'm a homeowner in Bartlett-Heard Ranch. I'd like to state that I am not in favor of allowing the proposed rental housing development at the corner of Southern and 40th St. There is presently a lot of traffic congestion at that corner at rush hour with traffic coming south on 40thSt and traffic trying to turn in and out of Walgreens and the Shell station on the other corner. Adding the additional amount of vehicles that this subdivision would bring to this area would create a lot of daily frustration and dangerous situations for the residents.
I'm requesting that the city not approve this overcrowded development plan, and remain with a plan that would have either one or two houses per acre.
Thank you for your consideration.
---------- Forwarded message ---------
From: **When Jones** <azred42@gmail.com>
Date: Wed, Feb 3, 2021 at 1:55 PM
Subject: Fwd: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
To: Zack lindsay <zblindsay@gmail.com>

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Wed, Feb 3, 2021 at 1:48 PM
Subject: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
To: Trent Marchuk <trentchristopher@gmail.com>

Hi Neighbors,

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1. Click "Forward" on this email,
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3. Add a few words of your own expressing your own opinion about this project,
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mayor.gallego@phoenix.gov, council.district.1@phoenix.gov,

council.district.2@phoenix.gov, council.district.3@phoenix.gov, council.district.4@phoenix.gov, council.district.5@phoenix.gov, council.district.6@phoenix.gov, council.district.7@phoenix.gov, council.district.8@phoenix.gov, SouthMountainVPC@phoenix.gov, enrique.bojorquez-gaxiola@phoenix.gov, somosbuildbam@gmail.com

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We challenge you to ask at least 3 others who live in the South Mountain Village (between 27th Ave to 48th St and Salt River to South Mountain) to do the same by Sunday, February 7, 2021.

Your sending an email to our elected representatives at this time is absolutely critical.

Thank you,
Trent Marchuk
somosbuildbam.org [somosbuildbam.org]

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Wed, Feb 3, 2021 at 1:27 PM
Subject: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
To: <mayor.gallego@phoenix.gov>, <council.district.1@phoenix.gov>, <council.district.2@phoenix.gov>, <council.district.3@phoenix.gov>, <council.district.4@phoenix.gov>, <council.district.5@phoenix.gov>, Council District 6 PCC <council.district.6@phoenix.gov>, <council.district.7@phoenix.gov>, Council District 8 PCC <council.district.8@phoenix.gov>, <SouthMountainVPC@phoenix.gov>, Enrique Bojorquez <enrique.bojorquez-gaxiola@phoenix.gov>, Somos BuildBam <somosbuildbam@gmail.com>

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

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Please support us in opposing this proposal,

Trent Marchuk
3731 E Saint Anne Ave [google.com]
Phoenix, AZ 85042 [google.com]

From:	M Bontrager
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola
Subject:	Proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Thursday, February 4, 2021 7:11:07 AM

Hello Mayor, City Council Members, Village Planning, City Planners,

I am a resident of South Mountain Village. And I am very concerned because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.
This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion?
If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Sincerely,

Monique Bontrager
6401 S 37th str PHX AZ 85042
602 770 4526

From: M Bontrager
To: Enrique A Bojorquez-Gaxiola
Subject: Opposition to Agenda item #8 for tomorrows Village Planning MTG
Date: Monday, February 8, 2021 10:44:21 AM

Good Morning Enrique,

I'd like to register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8). Happening 02/09/202. I do not need to speak.

Thank you and have a great day

Monique Bontrager

==========

From: noblemanor@cox.net
To: Enrique A Bojorquez-Gaxiola
Date: Friday, March 5, 2021 6:23:59 PM

We, the Noble family, owners of property at 3880 E Vineyard Rd don't wish to speak but would like it known that we are opposed to the proposal for the land at 40th St and Southern. We will let Patty speak for us. Thank you.

From:	Somos BuildBam
To:	Enrique A Bojorquez-Gaxiola
Cc:	PDD South Mountain VPC; Council District 8 PCC; Somos BuildBam
Subject:	Opposition Petitions (Z-35-20-8 and GPA-1-20-8)
Date:	Monday, February 8, 2021 12:11:59 PM
Attachments:	Opposition Petition to Z-35-20-8 & GPA-SM-1-20-8.pdf

Hi Enrique,

Please find attached signatures in opposition to the planned development off of 40th St and Southern.

Kindly request to add to the case file for Z-35-20-8 & GPA-SM-1-20-8.

- 94.5% (52 of 55) residential parcels to the immediate south of this proposal are in active opposition to this proposal.
    - This comprises 80+ acres of adjacent and contiguous land in active opposition
    - This is over six times (6x) the land area of the proposal, using county assessor numbers, that is in active opposition.
- Another nearby 12 property owners, comprising another ~20 acres, are also in active opposition

We hope this dispels any prior unsubstantiated misrepresentation counter to the following points:

1. The vast majority of neighbors are in active opposition to this proposal
2. This proposal will hurt the South Mountain Community
3. Somosbuildbam.org does not represent a "small handful", but have represented the views of many residents in the presented opposition to-date;

Please note, the above does not include all of the active opposition to this project received to-date, just a catalog of the immediate neighbors.

Thank you,
Trent Marchuk

Opposition to Rezoning Application (Z-35-20-8) & General Plan Amendment (GPA-SM-1-20-8)

Location: Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
(Assessor Parcel Nos. 122-79-019B and 122-79-019C, approximately 17.27 acres)

At 11.2 du/acre, this proposal is inappropriate to the land use and would set a precedent for high density housing that will cascade across the 16+ million square feet between 24th St and 40th St that the community's infrastructure and services are not equipped to handle, destroying the agricultural legacy of this community. We, the undersigned PROPERTY OWNERS, support the current and voter-approved land use map of 0-2 dwelling units per acre.

Date	Signature	Print Name	Owner	Address or Lat	APN
2/1	Jennifer Kinerk	Jennifer Kinerk	KINERK KEVIN/JENNIFER	3715 E SAINT ANNE AVE PHOENIX 85042	122-79-055
2021 2/2	Brian & Jacquie Redard		REDARD BRIAN J/JACQUELINE F	3702 E SAINT ANNE AVE PHOENIX 85042	122-79-083
2/2/21	Ciot Gentry		GENTRY CURT S/JANETTE E	6415 S 37TH ST PHOENIX 85042	122-79-084
2/2/2021	Monique Bontrager		BONTRAGER MICHAEL D/MONIQUE Y	6401 S 37TH ST PHOENIX 85042	122-79-085
		2/2/21 Jean A Hogg	HOGG SURVIVORS TRUST	6235 S 37TH ST PHOENIX 85042	122-79-086
		2-3-21	CREEK PETER M	6221 S 37TH ST PHOENIX 85042	122-79-087
2/2/21		Steven L. Hinson	HINSON STEVEN/ROBYN/SARVER SHERI	6211 S 37TH ST PHOENIX 85042	122-79-088
2/1/21		HEATHER	CHALLONER JOHN J	6201 S 37TH ST PHOENIX 85042	122-79-089
2/2/21	Nora M. Minton		MINTON LIVING TRUST	6202 S 37TH ST PHOENIX 85042	122-79-090
02/01/2021		George Bingham	GEORGE BINGHAM II TRUST	6212 S 37TH ST PHOENIX 85042	122-79-091
		Roque Yanez	YANEZ ROQUE R/MARIA M N	6222 S 37TH ST PHOENIX 85042	122-79-092
2/2/21		BLAKE PETERSON	PETERSON BLAKE P/ LISA A	6236 S 37TH ST PHOENIX 85042	122-79-093
2-2-21		Patricia Smith	SMITH DAVID RAY/PATRICIA LYNN	6402 S 37TH ST PHOENIX 85042	122-79-094
2-1-2021	Tony Wolfe	Tarry Wolfe	JACKSON V EDWARD	6430 S 37TH ST PHOENIX 85042	122-79-095
02/01/21		Val Jackson	JACKSON V EDWARD	3701 E ST ANNE AVE PHOENIX 85042	122-79-096A
02/01/21		VEJackson	JACKSON V EDWARD	3701 E SAINT ANNE AVE PHOENIX 85042	122-79-096B
Mr. Sills PASSED AWAY ON 01.17.21 & MRS. SILLS IS IN LONG CARE FACILITY			SILLS WILLIAM S/JANET M	3716 E VINEYARD RD PHOENIX 85042	122-79-100
2/1/21		ERIN FLINTON	PRICE ALAN D/FLINTON ERIN E	3702 E VINEYARD RD PHOENIX 85042	122-79-101
2/1/21		Gregory Brownell	CHRISTOFOLO PATRICIA A TR	3616 E VINEYARD RD PHOENIX 85042	122-79-102

Opposition to Rezoning Application (Z-35-20-8) & General Plan Amendment (GPA-SM-1-20-8)

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Date	Signature	Print Name	Owner	Address or Lat	APN
2/1/21		Angel S. Miranda	ANGEL AND BERNADETTE MIRANDA...	3901 E SAINT CATHERINE AVE PHOENIX 85042	122-79-067
DIDN'T WANT TO SIGN - NOT PRO OR AGAINST			MAHOE ROBERT/ROSALIA	3909 E SAINT CATHERINE AVE PHOENIX 85042	122-79-068
2/1/21		Parvin Mansouri	MANSOURI PARVIN	3917 E SAINT CATHERINE AVE PHOENIX 85042	122-79-069
			MASCARO GREGORY D	3927 E SAINT CATHERINE AVE PHOENIX 85042	122-79-070
2/1/21		Fabiola Marquez	MARQUEZ ALONSO/FABIOLA	6409 S 39TH PL PHOENIX 85042	122-79-071
2/1/21		Evelio Ayala	AYALA EVELIO L/MARTINEZ DIONISE	6401 S 39TH PL PHOENIX 85042	122-79-072
2/2/21		Maria Swartz MRS	SWARTZ NEWELL/MARIA	6408 S 39TH PL PHOENIX 85042	122-79-073
VACANT HOUSE AT THE MOMENT			BRUNO FREDERICK E/MIRIAM J	3910 E SAINT CATHERINE AVE PHOENIX 85042	122-79-074
2/1/21		Yvonne Walker	WALKER FAMILY TRUST	3902 E SAINT CATHERINE AVE PHOENIX 85042	122-79-075
2-1-21		Deborah Underwood	UNDERWOOD ROBERT L & DEBORAH A	3834 E SAINT CATHERINE AVE PHOENIX 85042	122-79-076
2/1/21		Rhonda Beyreis	BEYREIS FAMILY TRUST	3826 E SAINT CATHERINE AVE PHOENIX 85042	122-79-077
2/1/21		Karen Mischlispy	MISCHLISPY KAREN	3818 E SAINT CATHERINE AVE PHOENIX 85042	122-79-078
2-1-21		Daniel Faultner	FAULTNER DANIEL EUGENE/ANNETTE...	3810 E SAINT CATHERINE AVE PHOENIX 85042	122-79-079
2/1/2021		Deirdre Irvine	IRVINE REVOCABLE TRUST	3802 E SAINT CATHERINE AVE PHOENIX 85042	122-79-080
2/2/2021		Linda M. Lee	LEE LINDA M	6408 S 38TH ST PHOENIX 85042	122-79-081
2/7/2021		Dennis A	THOMAS DENNIS A	6414 S 38TH ST PHOENIX 85042	122-79-082
2/1/21		Tatiana Marchuk	MARCHUK TRENT	3731 E SAINT ANNE AVE PHOENIX 85042	122-79-097
PLEASE SEE THE ATTACHED - e-mailed SIGNATURE			BRUNET ALAIN & MARIE-CLAUDE	6630 S 38TH ST PHOENIX 85042	122-79-098
01.31.21		Bereket GEBRE-EGZIABHER	GEBRE-EGZIABHER BEREKET A...	6642 S 38TH ST PHOENIX 85042	122-79-099

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Date	Signature	Print Name	Owner	Address or Lat	APN
2/2/2021		KENT JUNE	EARLE AMBROSE D II/TANIS J	3602 E VINEYARD RD PHOENIX 85042	122-79-103
2/1/2021		Richard & Joanna Richard & Joanna Coleman	COLEMAN RICHARD E/JOANNA L	3924 E VINEYARD RD PHOENIX 85042	122-79-015D
2/3/2021		LYNN IVY NOBLE	NOBLE RONALD J/LYNN I	3880 E VINEYARD RD PHOENIX 85042	122-79-015E
		DUPLICATE	TOLLER ROBERT E	3850 E VINEYARD RD PHOENIX 85042	122-79-015F
2-1-21		Marianne Walden Marianne Walden	WALDEN MARIANNE/LINDSAY ZACK B	3844 E VINEYARD RD PHOENIX 85042	122-79-015H
2/1/21		Charles Lufkin	THUNDERBIRD TRUST	3854 E VINEYARD RD PHOENIX 85042	122-79-015J
2-5-21		TED WALL	WALL THEODORE R	3820 E VINEYARD RD PHOENIX 85042	122-79-015M
2/1/21		HARJOT CHOTALIA	CHOTALLA RAJENDRA SINGH/...	3840 E VINEYARD RD PHOENIX 85042	122-79-015P
2/2/21		Patricia C. McKinstry	MCKINSTRY BRUCE/PATRICIA TR	3834 E VINEYARD RD PHOENIX 85042	122-79-015S
		Bruce McKinstry	TOLLER ROBERT	3850 E VINEYARD RD PHOENIX 85042	122-79-015T
2/1/21		Danielle Dueppen	AWAKENING SEED INC	6630 S 40TH ST PHOENIX 85042	122-79-016B
02/01/21		Kaylee R Colter	BROOKS COLTER TRUST	3939 E SAINT CATHERINE AVE PHOENIX 85042	122-79-017C
2/01/21		JESUS I ESPINOZA	ESPINOZA JESUS T/ORTIZ ELVIRA C	6631 S 38TH ST PHOENIX 85042	122-79-021
2/1/21		John Powers	POWERS JOHN A III	6641 S 38TH ST PHOENIX 85042	122-79-060A
			BOWMAN ROBERT/KELLY	6615 S 38TH ST PHOENIX 85042	122-79-061
2/1/21		Beth Holmes	HOLMES-RAMSEY TRUST	6601 S 38TH ST PHOENIX 85042	122-79-062
02-01-21		Earl A. Zarbin	EARL A ZARBIN LIVING TRUST	3803 E SAINT CATHERINE AVE PHOENIX 85042	122-79-063
		C. McKinstry	MCKINSTRY BRUCE A/PATRICIA C TR	3811 E SAINT CATHERINE AVE PHOENIX 85042	122-79-064
2/2/21		SEAN KELLY	KELLY SEAN/CANDICE	3819 E SAINT CATHERINE AVE PHOENIX 85042	122-79-065
02/01/21		Robert Gonzales	GONZALES ROBERT G/MARIA C	3827 E SAINT CATHERINE AVE PHOENIX 85042	122-79-066

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			MAHOE ROBERT/ROSALIA	3909 E SAINT CATHERINE AVE PHOENIX 85042	122-79-068
			MANSOURI PARVIN	3917 E SAINT CATHERINE AVE PHOENIX 85042	122-79-069
			MASCARO GREGORY D	3927 E SAINT CATHERINE AVE PHOENIX 85042	122-79-070
			MARQUEZ ALONSO/FABIOLA	6409 S 39TH PL PHOENIX 85042	122-79-071
			AYALA EVELIO L/MARTINEZ DIONISE	6401 S 39TH PL PHOENIX 85042	122-79-072
			SWARTZ NEWELL/MARIA	6408 S 39TH PL PHOENIX 85042	122-79-073
			BRUNO FREDERICK E/MIRIAM J	3910 E SAINT CATHERINE AVE PHOENIX 85042	122-79-074
			WALKER FAMILY TRUST	3902 E SAINT CATHERINE AVE PHOENIX 85042	122-79-075
			UNDERWOOD ROBERT L & DEBORAH A	3834 E SAINT CATHERINE AVE PHOENIX 85042	122-79-076
			BEYREIS FAMILY TRUST	3826 E SAINT CATHERINE AVE PHOENIX 85042	122-79-077
			MISCHLISPY KAREN	3818 E SAINT CATHERINE AVE PHOENIX 85042	122-79-078
			FAULTNER DANIEL EUGENE/ANNETTE...	3810 E SAINT CATHERINE AVE PHOENIX 85042	122-79-079
			IRVINE REVOCABLE TRUST	3802 E SAINT CATHERINE AVE PHOENIX 85042	122-79-080
			LEE LINDA M	6408 S 38TH ST PHOENIX 85042	122-79-081
			THOMAS DENNIS A	6414 S 38TH ST PHOENIX 85042	122-79-082
			MARCHUK TRENT	3731 E SAINT ANNE AVE PHOENIX 85042	122-79-097
02/01/21		Alain Brunet	BRUNET ALAIN & MARIE-CLAUDE	6630 S 38TH ST PHOENIX 85042	122-79-098
			GEBRE-EGZIABHER BEREKET A...	6642 S 38TH ST PHOENIX 85042	122-79-099

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Date	Signature	Print Name	Owner	Address or Lat	APN
2-8-21	Robert E. Toller		TOLLER ROBERT E	3850 E VINEYARD RD PHOENIX 85042	122-79-015F
2-8-21	Robert E. Toller		TOLLER ROBERT	3850 E VINEYARD RD PHOENIX 85042	122-79-015T

5.A9

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Date	Signature	Print Name	Owner	Address or Lat	APN
1-6-21	Marianne C Randall	MARIANNE C. RANDALL	A TIME FOR HOT RODS TRUST	3452 E VINEYARD RD PHOENIX 85042	122-81-009C
	Janet Boshens	Peter P Boshens	BOSHENS FAMILY TRUST	3452 E VINEYARD RD PHOENIX 85042	122-81-009D
			GALLARDO FRANK JAVIER/ROSEMARIE	3422 E VINEYARD RD PHOENIX 85042	122-81-009E
			LISTON FAMILY TRUST	3450 E VINEYARD RD PHOENIX 85042	122-81-009J
			VERTICAL BRIDGE LANDCO LLC	6506 S 36TH ST PHOENIX 85042	122-81-010
			HAWKINS SOUTHERN PROPERTIES LLC	3507 E SOUTHERN AVE PHOENIX 85040	122-81-011B
			DIETRICH-DORIS LLC	3441 E SOUTHERN AVE PHOENIX 85040	122-81-011E
			HAWKINS SOUTHERN PROPERTIES LLC	3401 E SOUTHERN AVE PHOENIX 85040	122-81-012
			EYMANN RICHARD/LINDSAY	3525 E SOUTHERN AVE PHOENIX 85040	122-81-013
			HOSLER HERBERT S	3521 E SOUTHERN AVE PHOENIX 85040	122-81-014A
			ORTEGA LORENZO B	3501 E SOUTHERN AVE PHOENIX 85040	122-81-014B
			POOLE ANGELA DENISE/GRADY AARON	6250 S 36TH ST PHOENIX 85042	122-81-015B
			POOLE ANGELA DENISE/GRADY AARON	6250 S 36TH ST PHOENIX 85042	122-81-015C
			VENERABLE WALTER JAMES SR/CLA...	6234 S 36TH ST PHOENIX 85042	122-81-015H
			ROMAN JACK/LESLEY	6022 S 36TH ST PHOENIX 85042	122-81-016B
			LISTON FAMILY TRUST	6014 S 36TH ST PHOENIX 85042	122-81-016C
			JACKSON FAMILY TRUST	6228 S 36TH ST PHOENIX 85042	122-81-017B
			KING LA TANYA	6216 S 36TH ST PHOENIX 85042	122-81-017C
			GARDINER RUSS/JODI	6220 S 36TH ST PHOENIX 85042	122-81-017D
			JBD PROPERTIES LLC	3533 E SOUTHERN AVE PHOENIX 85040	122-81-018A

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Opposition to Rezoning Application (Z-35-20-8) & General Plan Amendment (GPA-SM-1-20-8)

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Date	Signature	Print Name	Owner	Address or Lat	APN
02/06/21	George W. Randall	George W. Randall	A TIME FOR HOT RODS TRUST	3452 E VINEYARD RD PHOENIX 85042	122-81-009C
			BOSHENS FAMILY TRUST	3452 E VINEYARD RD PHOENIX 85042	122-81-009D
			GALLARDO FRANK JAVIER/ROSEMARIE	3422 E VINEYARD RD PHOENIX 85042	122-81-009E
			LISTON FAMILY TRUST	3450 E VINEYARD RD PHOENIX 85042	122-81-009J
			VERTICAL BRIDGE LANDCO LLC	6506 S 36TH ST PHOENIX 85042	122-81-010
			HAWKINS SOUTHERN PROPERTIES LLC	3507 E SOUTHERN AVE PHOENIX 85040	122-81-011B
			DIETRICH-DORIS LLC	3441 E SOUTHERN AVE PHOENIX 85040	122-81-011E
			HAWKINS SOUTHERN PROPERTIES LLC	3401 E SOUTHERN AVE PHOENIX 85040	122-81-012
			EYMANN RICHARD/LINDSAY	3525 E SOUTHERN AVE PHOENIX 85040	122-81-013
			HOSLER HERBERT S	3521 E SOUTHERN AVE PHOENIX 85040	122-81-014A
			ORTEGA LORENZO B	3501 E SOUTHERN AVE PHOENIX 85040	122-81-014B
			POOLE ANGELA DENISE/GRADY AARON	6250 S 36TH ST PHOENIX 85042	122-81-015B
			POOLE ANGELA DENISE/GRADY AARON	6250 S 36TH ST PHOENIX 85042	122-81-015C
			VENERABLE WALTER JAMES SR/CLA...	6234 S 36TH ST PHOENIX 85042	122-81-015H
2/2/21	Jack Roman		ROMAN JACK/LESLEY	6022 S 36TH ST PHOENIX 85042	122-81-016B
			LISTON FAMILY TRUST	6014 S 36TH ST PHOENIX 85042	122-81-016C
			JACKSON FAMILY TRUST	6228 S 36TH ST PHOENIX 85042	122-81-017B
			KING LA TANYA	6216 S 36TH ST PHOENIX 85042	122-81-017C
			GARDINER RUSS/JODI	6220 S 36TH ST PHOENIX 85042	122-81-017D
			JBD PROPERTIES LLC	3533 E SOUTHERN AVE PHOENIX 85040	122-81-018A

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2/3/21	Carley Ward John Ward	CARLEY WARD JOHN WARD	WARD JOHN F/CARLEY TR	3535 E VINEYARD RD PHOENIX 85042	122-97-001Y
			VILLAGE GARDEN VILLAS LLC	6433 S 32ND ST PHOENIX 85042	122-81-001B
			ARIZONA CULTURAL ACADEMY INC	6445 S 32ND ST PHOENIX 85042	122-81-001D
			VESPER PROPERTIES III LLC	6439 S 32ND ST PHOENIX 85042	122-81-001E
			CARMACK GARY D	6441 S 32ND ST PHOENIX 85042	122-81-001F
			APODACA RON J & PRIEST JULIE	3250 E VINEYARD RD PHOENIX 85042	122-81-002A
	Dana Parmelee	2/3/21	PARMELEE DANA EARL	3252 E VINEYARD RD PHOENIX 85042	122-81-002B
	Sandra Ramirez	2/3/2021	ARMENTA SAUL/RAMIREZ SANDRA	3338 E VINEYARD RD PHOENIX 85042	122-81-003C
			PRANGE NINA	3350 E VINEYARD RD PHOENIX 85042	122-81-003D
			ALL SEASON WHOLESALE GROW...	6623 S 32ND ST PHOENIX 85042	122-81-004D
			SOPHIAS ON VINEYARD LLC	3202 E VINEYARD RD PHOENIX 85042	122-81-004G
			ALL SEASON WHOLESALE GROW...	6623 S 32ND ST PHOENIX 85042	122-81-004K
2/3/21	Sandy K Bawden Sandy K Bawden		BAWDEN THOMAS D/SANDY K TR	3232 E VINEYARD RD PHOENIX 85042	122-81-004M
			SALTZMAN FAMILY LIVING TRUST	3264 E VINEYARD RD PHOENIX 85042	122-81-005A
			JAC & LEE LLC	3260 E VINEYARD RD PHOENIX 85042	122-81-005B
2.2.21	Christina Leadbetter	CHRISTINA LEADBETTER	LEADBETTER CHRISTINA	3268 E VINEYARD RD PHOENIX 85042	122-81-005C
			STRATMAN JENNYFER J	3502 E VINEYARD RD PHOENIX 85042	122-81-007A
	Donna Young	2.3.2021	YOUNG JOEL D & DONNA S	3454 E VINEYARD RD PHOENIX 85042	122-81-007B
			PENSCO TRUST CO FBO LAWREN...	3546 E VINEYARD RD PHOENIX 85042	122-81-008

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			WARD JOHN F/CARLEY TR	3535 E VINEYARD RD PHOENIX 85042	122-97-001Y
			VILLAGE GARDEN VILLAS LLC	6433 S 32ND ST PHOENIX 85042	122-81-001B
			ARIZONA CULTURAL ACADEMY INC	6445 S 32ND ST PHOENIX 85042	122-81-001D
			VESPER PROPERTIES III LLC	6439 S 32ND ST PHOENIX 85042	122-81-001E
			CARMACK GARY D	6441 S 32ND ST PHOENIX 85042	122-81-001F
2/2/21	Julie Priest-Apodaca	RON J APODACA Julie Priest Apodaca	APODACA RON J & PRIEST JULIE	3250 E VINEYARD RD PHOENIX 85042	122-81-002A
			PARMELEE DANA EARL	3252 E VINEYARD RD PHOENIX 85042	122-81-002B
			ARMENTA SAUL/RAMIREZ SANDRA	3338 E VINEYARD RD PHOENIX 85042	122-81-003C
			PRANGE NINA	3350 E VINEYARD RD PHOENIX 85042	122-81-003D
			ALL SEASON WHOLESALE GROW...	6623 S 32ND ST PHOENIX 85042	122-81-004D
			SOPHIAS ON VINEYARD LLC	3202 E VINEYARD RD PHOENIX 85042	122-81-004G
			ALL SEASON WHOLESALE GROW...	6623 S 32ND ST PHOENIX 85042	122-81-004K
			BAWDEN THOMAS D/SANDY K TR	3232 E VINEYARD RD PHOENIX 85042	122-81-004M
K.E. Saltzman		K.E. Saltzman	SALTZMAN FAMILY LIVING TRUST	3264 E VINEYARD RD PHOENIX 85042	122-81-005A
			JAC & LEE LLC	3260 E VINEYARD RD PHOENIX 85042	122-81-005B
			LEADBETTER CHRISTINA	3268 E VINEYARD RD PHOENIX 85042	122-81-005C
			STRATMAN JENNYFER J	3502 E VINEYARD RD PHOENIX 85042	122-81-007A
			YOUNG JOEL D & DONNA S	3454 E VINEYARD RD PHOENIX 85042	122-81-007B
			PENSCO TRUST CO FBO LAWREN...	3546 E VINEYARD RD PHOENIX 85042	122-81-008

Date: Tue, 2 Feb 2021 19:11:53 -0700
Subject: 40th st and southern property virtual hearing next week Feb9
hi Enrique - I live in Heard ranch and recently remodeled my home with significant iinvestment. I would like to attend this meeting as I am concerned about the high density neighborhood being planned even after initial inputs to the developer on the intent of this neighborhood and better options for this parcel. We suggested win-win options to current residents and developer and would like to hear what the development team has to say about the inputs.Can u pls send me the invite to the virtual meeting.
rgds
Raj Chotalla
3840 E Vineyard
Phoenix 85042

From: Regena Gustafson
To: Enrique A Bojorquez-Gaxiola
Subject: Z-35-20-8 and GPA-SM-1-20-8 40th and Southern Project
Date: Monday, March 8, 2021 4:19:13 PM

This is to register our opposition to the project Z-35-20-8 and GPA-SM-1-20-8 40th and Southern Project.

While I am unable to attend and speak to this matter directly, I would like to yield my time to Patty McKinstry.

Thank you for your time. Jeremy and Regena Gustafson



WARNING! WIRE FRAUD ADVISORY
Wire fraud and email hacking/phishing attacks are on the rise! If you receive an email containing Wire Transfer Instructions, **DO NOT RESPOND TO THE EMAIL!** Instead, call your loan officer or closer immediately, using previously known phone number and **NOT** any information provided in the email, to voice verify the information prior to sending any funds.

February 5, 2021

To: enrique.bojorquez-gaxiola@phoenix.gov, SouthMountainVPC@phoenix.gov, council.district.8@phoenix.gov

CC; somosbuildbam@gmail.com

Subject: "Opposition to 40th St. and Southern Ave. Z-35-20-8 and GPA-SM-1-20-8"

To Whom It May Concern,

As the owner and operator of Arid Solutions Nursery, my name is Bob Underwood. I have grown my business for the last 30+ years at our current location in South Phoenix. Arid Solutions Nursery employs over 30 people and generates over a million dollars in revenue; we cultivate and produce thousands of plants and trees year-round for our communities through-out the valley.

Arid Solutions Nursery has kept with the agriculture look and feel, in South Phoenix, that so many people have come to appreciate and enjoy. We get the privilege to make a difference in so many lives and touch people we will never meet by providing beautiful plant material for their communities.

I emphatically agree with somosbuildbam.org and oppose this proposal in its current state. At 460% above the density for this area, it is inappropriately dense. But, seeing as the Applicant has not engaged the neighbors, I believe a mutual agreeable development opportunity has potential to still be salvaged. Please add this to the official case file for Z-35-20-8 and GPA-SM-1-20-8.

Arid Solutions Nursery sprawls three parcels across 1,053,253 sq ft directly to the west of this proposal, highlighted in the aerial imagery below. This 17.27 gross acre proposal comes out to two parcels across 685,678 sq ft according to the county assessor's office.

In 2001, I proactively and electively rezoned my largest parcel (~743k sq ft, the one highlighted in blue below) to Mixed Use Agriculture (MUA). The process of rezoning nearly 75% of my land to MUA was difficult and costly (see Z-14-01-8). I spent hundreds of thousands of dollars (in 2001 value) to ensure that the land development and design standards were compliant with the MUA zoning regulations. This ultimately included conceding a 20-foot easement through my property for a multi-use trail. However, I was able to successfully work with the City and the Neighbors throughout the rezoning process. The long-term benefits have been successful - and even accretive - to my business even twenty years later. I am grateful for having collaborated with the City and the Neighbors.

Arid Solutions is not alone; over a quarter of the MUA District has successfully adopted the MUA development and design standards. MUA has proven to be both desirable and profitable. Over half of the MUA is still remnant farmland and prime to follow the MUA path I have helped pioneer for this area. There is no precedent, nor even need, for disposing of the MUA standards, especially at a location adjacent to my property that has been hard zoned MUA for twenty years and where I did my part and complied with the City's stated vision for the land use. It would be clearly hypocritical of the City of Phoenix to allow this development to be approved as it stands.

However, if this proposal is to move forward, it will reduce the current planning for our district without producing a responsible nor coherent alternative plan. At the west end of this stretch of remnant

farmland, the Arbors was approved at 50% over planned density - near 24th St and Southern Ave - due to proximity to a community college and major retail, to have this project go in at 460% over planned density (without a driving impetus like the Arbors) at the east end of the remnant farmland, will set a precedent that will destroy the planning for over 16 million sq ft of remnant farmland in between. How can one zoning application have so much power? Where is the voice of the impacted residents in this matter?

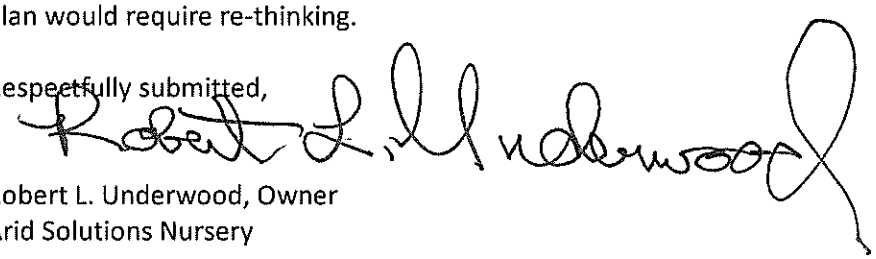
To have a proposal such as this one disregard the legacy of this community, which is even codified through zoning overlay districts and elaborated upon in the General Plan, is an outrage to the history of this community and an insult to those, such as myself, who have invested their own hard money, trusting in the governing planning documents for land use of this community.

In addition, the Applicant has refused to work with me as their neighbor to resolve my unresolved concerns in any meaningful way.

* The density is needs to be anchored to the General Plan.
* The parking is insufficient.
* Open Space appears dubiously calculated and inadequate.
* Front, rear, and side setbacks are woefully inadequate for each residence.
* The main ingress/egress off 38th St is too narrow.
* There appears to be no easy way contemplated for so many residents to drive westbound.
* etc.

Although Arid Solutions Nursery opposes this proposed development as-is, we still would like to try and work with the Applicant to find an alternative that works for all parties involved and benefits our community. As a fellow businessman who has successfully worked with the Neighbors of this community, it is possible to come together and work together. In summary, the current proposed site plan would require re-thinking.

Respectfully submitted,



Robert L. Underwood, Owner
Arid Solutions Nursery

From:	Robert Underwood
To:	Enrique A Bojorquez-Gaxiola
Cc:	Trent Marchuk; Patty & Bruce McKinstry
Subject:	South Mountain Village Commission meeting 3-9-21
Date:	Monday, March 8, 2021 1:02:07 PM

Good afternoon, Enrique I would like to request to speak tomorrow at the South Mountain Village Planning Commission. I am a long time resident of the Bartlett Heard community and a business owner that is adjacent to the proposed rezoning case. I am definitely opposed to the rezoning of 40th Street and Southern (2-35-20-8 and GPA-SM-1-20-8) as proposed. I believe we can work with the developer and owner to come up with an agreeable solution. Thank you for your consideration.

Respectfully Bob Underwood

robert l. underwood
chief executive officer

AAA LANDSCAPE
3747 E. Southern Avenue, Phoenix, AZ 85040
P 602.437.2690 **F** 602.437.2970
www.aaalandscape.com [aaalandscape.com]

We Beautify the World

Help save paper - please consider the environment before printing this email.

From:	LYNN NOBLE
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Wednesday, February 3, 2021 3:10:46 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,
Ronald and Lynn Noble
3880 E Vineyard Rd
Phoenix, AZ 85042

From: Sandy Bawden
To: Enrique A Bojorquez-Gaxiola
Subject: SMVPC Meeting February 9, 2021
Date: Monday, February 8, 2021 10:37:40 AM

Good morning Enrique,

Please register my opposition to Agenda item#8 GPA-SM-1-20-8 (Companion Case Z-35-20-8).

I wiill also give my time to speak to Trent Marchuk.

Thank you,

Sandy Bawden

From: Sandy Bawden
To: Enrique A Bojorquez-Gaxiola
Subject: SMVPC March 9 Meeting
Date: Tuesday, March 9, 2021 5:14:55 AM

Good morning Enrique,

I hope you are doing well. Please register my opposition to Agenda item#9 GPA-SM-1-20-8 (Companion Case Z-35-20-8).

I will also give my time to speak to Patty McKinstry.

Thank you,

Sandy Bawden

From:	Sara Dunsford
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	Needing your help opposing a project (Z-35-20-8 and GPA-1-20-8)
Date:	Thursday, February 4, 2021 5:17:19 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

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If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

With concern,

Mrs. Sara T. Dunsford
914 East Beth Drive
Phoenix, Arizona 85042

From:	Jeff Zink
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	Opposing a project (Z-35-20-8 & GPA-1-20-8)
Date:	Friday, February 5, 2021 12:54:22 PM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

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Please support us in opposing this proposal,

Jeff and Stephanie Zink
2115 W. Vineyard Road
Phoenix, AZ 85041

From:	Tanis June Earle
To:	Enrique A Bojorquez-Gaxiola
Cc:	Patty McKinstry
Subject:	3/9/21 SMVPC Meeting GPA SM-1-20-8 and Z-35-20-8
Date:	Saturday, March 6, 2021 9:37:46 AM

Good morning Enrique,

My husband and I would like for it to be noted at Tuesday's meeting that we are very much in opposition to Agenda Item #9 and #10: GPA-SM-1-20-8 and Z-35-20-8.
We yield our time to Patty McKinstry to speak in unified opposition.

We own and live at 3602 E Vineyard Rd Phoenix, AZ 85042
Bartlett Heard Ranch Neighborhood

Thank you,
Tanis and Ambrose Earle
602.469.0617

From:	Tanis June Earle
To:	Enrique A Bojorquez-Gaxiola
Subject:	2/9/21 SMVPC Meeting GPA-SM-1-20-8/Z-35-20-8
Date:	Monday, February 8, 2021 11:56:07 AM

Good morning Enrique,

My husband and I would like for it to be noted at tomorrow's meeting that we are very much in opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8).

We own and live at 3602 E Vineyard Rd Phoenix, AZ 85042
Bartlett Herd Ranch Neighborhood

Thank you,
Tanis and Ambrose Earle
602.469.0617

From:	Tatiana Peña Marchuk
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	Fwd: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Thursday, February 4, 2021 11:46:53 AM

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

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If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,
Tatiana Peña
3731 E Saint Anne Ave
Phoenix, AZ 85042

From: Ted Wall
To: Enrique A Bojorquez-Gaxiola
Subject: 2/9/21 SMVPC Meeting
Date: Monday, February 8, 2021 9:28:05 AM

Hi Enrique, Please register my opposition to Agenda Item #8: GPA-SM-1-20-8 (Companion Case Z-35-20-8). Thanks!!

Sincerely -

Theodore R Wall
INSIGHT VALUATION
3820 E Vineyard Rd
Phoenix, AZ 85042

602.663.4131
Ted.wall@insight-valuation.com

From: Thom Bawden
To: Enrique A Bojorquez-Gaxiola
Subject: SMVPC Meeting Tonight February 9, 2021
Date: Tuesday, February 9, 2021 7:20:19 AM

Hello Enrique,

Please register my opposition to Agenda item#8 GPA-SM-1-20-8 (Companion Case Z-35-20-8). This development is not a good fit for this property.

Thank you,

Thom Bawden

From: Thom Bawden
To: Enrique A Bojorquez-Gaxiola
Subject: SMVPC March 9 Meeting
Date: Tuesday, March 9, 2021 5:21:59 AM

Hello,

Please register my opposition to Agenda Item #9 GPA-SM-1-20-8 (Companion case Z-35-20-8). I will also give my time to speak to Bob Underwood.

Thank you,

Thom Bawden

From:	Tina Behrens
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Monday, February 8, 2021 9:57:24 AM
Importance:	High

As an established resident of the Bartlett Heard Ranch, I urge you to oppose this proposal. Allowing development that erodes the General Plan that was created and approved by this community is a tremendous blow to those of us who work hard to care for and foster this unique neighborhood.

Please DO NOT allow any zoning changes to this property.

Sincerely,

Tina Leadbetter
3268 E. Vineyard Rd
Phoenix, AZ 85042

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Wed, Feb 3, 2021 at 1:27 PM
Subject: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
To: <mayor.gallego@phoenix.gov>, <council.district.1@phoenix.gov>, <council.district.2@phoenix.gov>, <council.district.3@phoenix.gov>, <council.district.4@phoenix.gov>, <council.district.5@phoenix.gov>, Council District 6 PCC <council.district.6@phoenix.gov>, <council.district.7@phoenix.gov>, Council District 8 PCC <council.district.8@phoenix.gov>, <SouthMountainVPC@phoenix.gov>, Enrique Bojorquez <enrique.bojorquez-gaxiola@phoenix.gov>, Somos BuildBam <somosbuildbam@gmail.com>

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

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If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,
Trent Marchuk
3731 E Saint Anne Ave
Phoenix, AZ 85042

From: Tina Behrens
To: Enrique A Bojorquez-Gaxiola
Subject: Z-35-20-8 and GPA-SM-1-20-8
Date: Monday, March 8, 2021 3:24:53 PM

I'd like to register my opposition to the proposed development at 40th Street & Southern Ave in Phoenix (Z-35-20-8 and GPA-SM-1-20-8). I would like to yield my time to speak to Patty McKinstry.

Please let me know if you need additional information.

Tina Leadbetter
3268 E. Vineyard Rd
Phoenix, AZ 85042

From:	Tod Hegstrom
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	SE Corner 40th St & Southern - Zoning Change Request - Apposed
Date:	Monday, February 8, 2021 5:15:45 PM

To All -

Proposal: Zoning Change Request at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)

My Position: Opposed to the above sited zoning changes.

Significant time and effort has been placed, by dozens of South Phoenix residents, into constructing the plans for the South Mountain area. And more specifically to the Baseline Corridor.

Obviously things change, the plans can change. However, the plan has NOT changed.

The zoning request is not consistent with the plan and zoning request **significantly** changes the use. High Density Residential.

We've lost the **flower gardens**, we've lost the **citrus groves**, we've lost the **cotton fields**. We've been inundated with so many apartment complexes and high density housing ... and it has to **STOP**.

Yes, I remember all of those beautiful attributes of South Phoenix. I've lived in South Phoenix for over four decades. My spouse grew up in South Phoenix. Our kids grew up in South Phoenix, and our kids did NOT move away. Our grandkids are growing up in South Phoenix.

I know what we had, I know what we have. A lot has changed. This zoning should not be changed.

Stop it here. Stop it now.

Respectfully Submitted,

- Tod

Tod Hegstrom
602.758.5855
16th St & Southern Area

- ***Psalms 37:5*** **|** *Commit thy way unto the LORD; trust also in him; and he shall bring it to pass.*

- *"Right is right even if no one is doing it; wrong is wrong even if everyone is doing it."*
    - *St. Augustine/Augustine of Hippo*

- And, for the Geeky types:
    - SELECT * FROM users WHERE clue > 0
        - returned 0 results
    - There's no place like 127.0.0.1
    - There are 10 types of people in the world: those who understand binary, and those who don't.

From:	Trent Marchuk
To:	Adriana Garcia Maximiliano
Cc:	Bereket Gebre-Egziabher; Bob Underwood; Enrique A Bojorquez-Gaxiola; FABIOLA MARQUEZ; Greg Brownell; Pattihoash@gmail.com; Patty & Bruce McKinstry; Patty Mckinstry
Subject:	Notes 3/4/21 - 40th St Follow Up - D8 Meeting
Date:	Thursday, March 4, 2021 4:27:45 PM
Attachments:	image003.png image001.png image002.png 40th&Southern_3.04.21.pdf

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Hi Adriana and Councilmember Garcia,

Thank you for organizing today's meeting between the Councilmember, members of the community, members of the SMVPC, and the Applicant. As mentioned during the call, I was - and am in this email - playing the role of resident and constituent.

The neighbors are grateful that the Applicant recognized today that there has been a misconception on the part of the Applicant for the last 8 months. The Applicant correctly observed that the pro-development neighbors are, and have been, willing to work on a solution and a compromise. We can't help but think of all the potential unnecessary churn (in both time and money) that has resulted from the Applicant's unilateral propagation of this misconception. For that recognition, we are grateful

Main Concerns

Please see attached the presentation the neighbors collectively put together to succinctly capture our main concerns. These main concerns can be boiled down to:

1. Density,
2. Density Transition, and
3. Attending Legal Documents

Any other concerns brought up by the Applicant are representative of the Applicant's concerns and not the neighbors' primary concerns.

Just as the Neighbors lack a decree to plan the land around them, it is hard to imagine a Village Planning Committee, Planning Commission, or even a City Council willing to substitute a myopic view on one proposal when such a devastating Precedent would negatively reverberate throughout the legal and governing documents, including at least 400+ acres of surrounding land.

Key Take-Aways

- Due to the trend towards convoluted PUDs, the neighbors strongly prefer hard zoned categories.
- The South Parcel S-1 zoning needs to change, since S-1 is antiquated. We support upgrading to RE-35, but concede up to R1-18.
- The North Parcel's C-2 w/ stipulations is preferred not to change and to remain as-is.
    - These stipulations were negotiated in good faith and the neighbors, including the business owner to the west, have tangibly performed their end of the agreement.
    - The property owner is not known to have yet tangibly performed any portion of their agreement - including not even marketing the land properly for 15+ years.

- Any change to the existing C-2 stipulations will require a hearing with the SMVPC
- To demonstrate the pro-development nature of the neighbors, we proactively concede further an openness to negotiating the existing stipulations to allow some level of residential on the north 7 acres.
- The Applicant is invited to work with the Neighbors to collectively determine what trade-offs are acceptable.

In support of the above and the discussions today, there have been some minor adjustments made to the deck. If you have any questions, please reach out and we will be happy to explain each point of clarification.

The benefit of allowing the neighbors to share what they have collectively organized in advance is a great efficiency that is invaluable to productive conversation. Your continuing to allow the practice is of great value to the process and to transparency. We recognize that the result of these neighbor slides is that the ensuing conversation is focused and we can accomplish a lot in just one hour.

Optimism

The neighbors remain optimistic. We see a path forward to work with the Applicant, if they so desire to work with us. If they do not, we recognize this market is sufficiently conducive to another developer being willing to work with the community - especially if/when the land is actually marketed properly.

We have recognized the current, legal hard zoning and shared the neighbors' preferred outcome based upon decades old agreements that the neighbors have performed upon, but the property owner has not.

Despite this situation, the pro-development neighbors have provided additional concessions that should be sufficient for a respectful developer to act upon and realize their required rate of return.

We remain willing to discuss further and find a mutually agreeable solution

Respectfully submitted,
Trent Marchuk

On Wed, Mar 3, 2021 at 7:41 PM Trent Marchuk <trentchristopher@gmail.com> wrote:

> Hi Adriana,
>
> We met as Neighbors tonight and will be able to accommodate the meeting tomorrow at 12n.
>
> Depending how that conversation goes, we could use Monday 9a as a follow-up discussion.
>
> Thank you,
> Trent

40th St & Southern Ave:

A Neighborhood Collective's Perspective

March 4, 2021

Rezoning Application:	Z-35-20-8 & GPA-SM-1-20-8
Request:	BAOD (Farm or Ranch Residence, Baseline Area Overlay District) and C-2 BAOD (Intermediate Commercial, Baseline Area Overlay District) to PUD BAOD (Planned Unit Development, Baseline Area Overlay District)
Location:	~340 feet west of the southwest corner of 40th Street and Southern Avenue in Phoenix.
Assessor Parcel Nos:	122-79-019B and 122-79-019C, approximately 17.27 gross acres
Neighborhood Collective:	Patty McKinstry 3811 E. St. Catherine Ave. Phoenix, AZ 85042 602-421-6552 somosbuildbam@gmail.com

Agenda

- A Collective Perspective
- 3 Main Arguments
- Land Use & Design: Today
- Land Use & Design: Concession Evolution
- Appendix

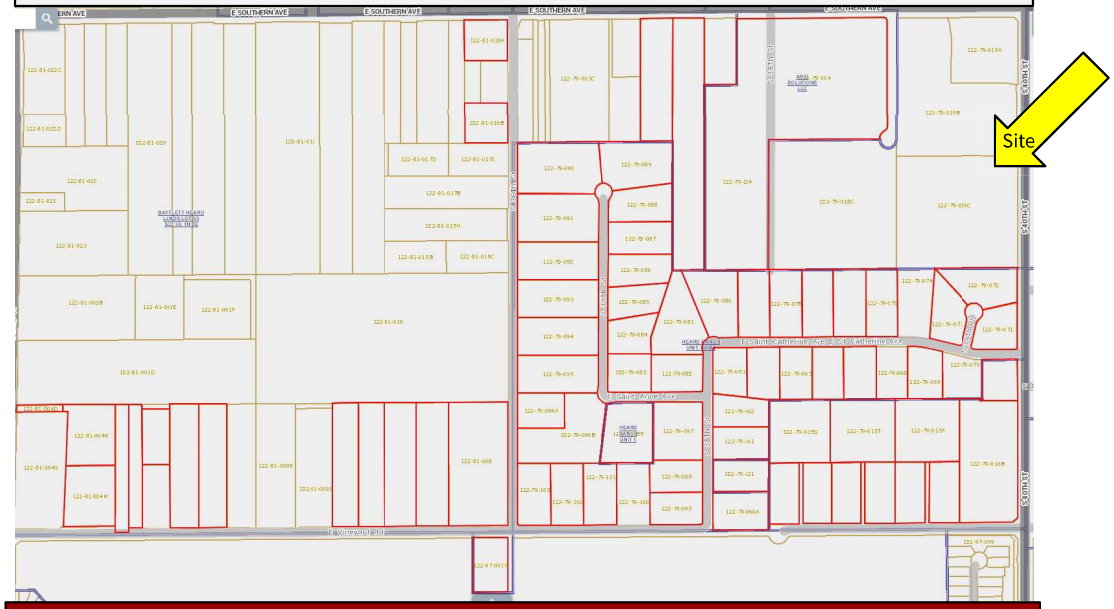
A Collective POV

Neighbors' Opposition Petitions (Property Owners)

	Sq Ft*	Acres	Parcels
Adjacent & Contiguous	4,580,072	105	58
Additional Neighbors	+1,292,318	+ 30	+ 18
Total	5,872,390	135	76

- 94.5% of property owners to the South have signed the Opposition Petition
- Many opposition letters received from throughout the South Mountain Village and the Laveen Village

***Legend**: Red outline indicates property has registered Active Opposition.*



We hope this dispels any prior misrepresentation counter to the following points:

1. The vast majority of neighbors are in Active Opposition; this proposal is shockingly out of conformance with the General Plan with no explanation as to why.
2. The proposal's impact to the South Mountain Community is unknown.
3. We have consistently represented the views of many residents.
4. We remain hopeful and open to remedying this site plan.

3 Main Arguments

1. **South Mountain celebrates its ag heritage.**
   a. MUA and the new Arizona Fresh-Agri Food Innovation Center is emblematic of that, and presents the opportunity to keep the uniqueness of South Mountain.
   b. Other rezonings in this area have been related to AG uses, e.g. 3329 E Southern (z-8-19-8), 32nd and Roeser (z-4-20-8) so the use is definitely being supported and utilized.
   c. There is no MUA anywhere else in the City.
   d. The Neighbors' ideal vision is to honor the existing agreement: retain C-2 with current stipulations as well as upgrade S-1 to RE-35. *(See Appendix Slide #24)*

2. **This particularly property has already gone through a rezoning process**.
   a. The entire community was involved in the compromises that resulted. *(See Appendix Slides # 10, #23 # 33-37)*
   b. Neighbors have honored their end of the associated agreements.
   c. The property owners have failed to live up to their agreements; why would now be any different? *(See Appendix Slide #12)*
   d. The Applicant's proposal represents a 1,830% increase over the current, legal hard zoning density allowance. *(See Appendix Slide #14)*

3. **Rooftops are coming to the entire Village, already fueling needed Retail and Services.**
   a. There are many other locations in the Village that are supporting and developing increased housing at higher densities (examples 16th and Baseline, 18th and Baseline, 19th Ave and Southern, 16th Street and Southern).
   b. Multiple alternative locations exist for this project throughout the Village *(See Appendix Slides #30-32)*
   c. Needed services (restaurants, etc) will come as a result of housing in the whole of South Mountain.
   d. MUA and its lower densities need to be preserved in order to keep this unique feature of South Mountain.

Land Use & Design: Today

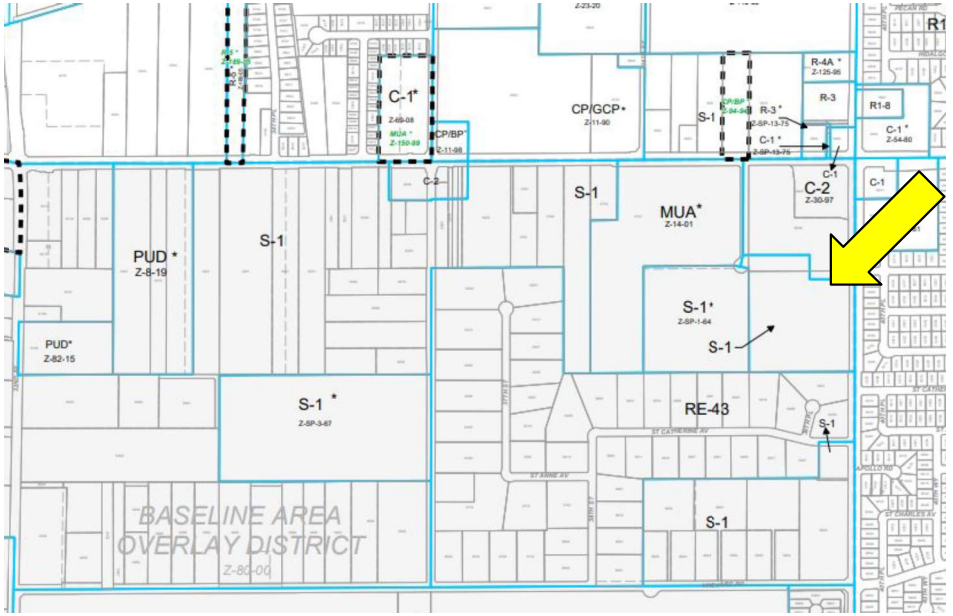
Current Hard-Zoning and History of These Parcels

- The South Parcel
  - Has "always been" S-1
  - No approved hard zoning change on record for this parcel.
- The North Parcel
  - C-2 Zoning w/ Stipulation in 1997 (Z-30-97)
  - No additional zoning change on record.
- The MUA and BAOD Overlay Districts
  - MUA applied since about 1996 (SM-2-96-6-8)
  - BAOD applied since about 2000 (Z-80-00)
  - They were both re-approved by 76% of voters in 2015
- No other GPA cases or amendments have occurred since the BAMP was adopted
- ***Due to the trend towards convoluted PUDs, the neighbors strongly prefer hard zoned categories such as RE-35.***

Therefore, the current permissible residential dwelling units on this property is as follows.

Parcel	Current Hard Zoning	Density Allowance (du/acre)	Approx. Acreage	Total Permissible Dwelling Units
North Parcel	C-2 w/ Stips	0 du/acre	7.25	0
South Parcel	S-1	0-1 du/acre	10.02	10
Combined	**Various**	0-1 du/acre	**17.27**	**10**

https://www.phoenix.gov/pddsite/Documents/PZ/pdd_pz_pdf_00324-d10.pdf

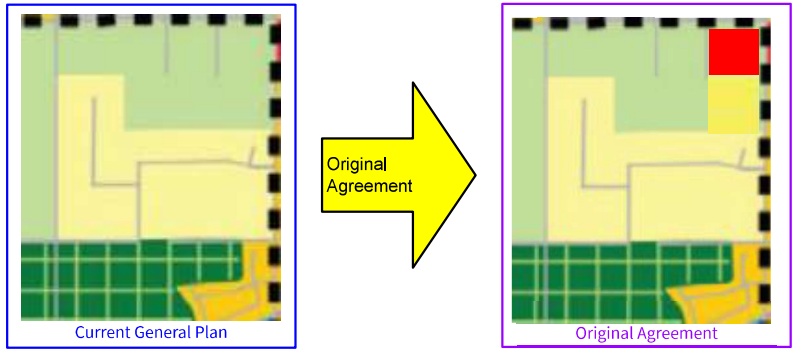


The Neighbors welcome responsible development.
Discussions start from an anchor of 10 dwelling units for the entire 17.27 acres.

Land Use & Design: Concession Evolution

Option	Current Hard Zoning		Original Agreement *(See Slide #9)*		Neighbor Concession	
Parcel	North Parcel	South Parcel	North Parcel	South Parcel	North Parcel	South Parcel
Hard Zoning	C-2 w/ Stipulations	S-1	C-2 MUA w/ Stipulations	RE-35 MUA	C-2 MUA w/ Negotiated Stipulations	R1-18 MUA
Density Allowance (du/acre)	0	1	0	1.10 (1.32 bonus)	0+	1.95 (2.34 bonus)
General Plan Categories	MUA	MUA	Commercial MUA	1 to 2 du/acre MUA	Commercial MUA	1 to 2 du/acre MUA
Approx. Acreage	7.25	10.02	7.25	10.02	7.25	10.02
Dwelling Unit Sub-Total	0	10	0	14	0+	23
Dwelling Unit Total	**10**		**14**		**23+**	





This proposed compromise has a Density Transition aligned to the General Plan.
The neighbors are willing to get creative on both the C-2 and the S-1 parcels; work with us.

Thank you

From:	Trent Marchuk
To:	Enrique A Bojorquez-Gaxiola
Cc:	PDD South Mountain VPC; Council District 8 PCC; Adriana Garcia Maximiliano; Somos BuildBam
Subject:	Support_Petition Signatures_01-26-21.pdf (Z-35-20-8 and GPA-1-20-8)
Date:	Thursday, February 4, 2021 12:24:10 PM

Hi Enrique,

Please add this email to the official case file for Z-35-20-8 and GPA-1-20-8.

Somosbuildbam.org reviewed the Applicant's support petition submissions as found in the Records Request file entitled, "Support_Petition Signatures_01-26-21.pdf". Our resident collective counted 249 submissions in total.

With the below concerns, we strongly believe that the validity and integrity of the Applicant's support petition should be carefully analyzed and request the City to perform additional due diligence.

A general observation is that all 249 submissions lack a date. The neighbors believe that it matters to know when these signatures were supposedly collected. Does the City share that concern?

A second general observation is that the level of organization and effort that went into this activity must have been well planned and taken significant time. When the Applicant's plan was rejected in 2019, it was with a recommendation to start with the neighborhood homeowners next time around. Why is there virtually no support for this proposal garnered from the neighborhood homeowners and property owners within the Baseline Area Overlay District (BAOD) nor in the Mixed Use Agricultural (MUA) District?

More specifically, our analysis indicates that over one in four of the Applicant's submissions are open to challenge based upon a simple initial analysis:

- 46 submissions appear to lack actual signature,
- 13 addresses cannot be found,
- 5 submissions have addresses listed outside the Village or at a motel, and
- 1 was a duplicate.

However, we have particular concern about 3 households:

1. Ron Apodaca. Mr Apodaca claims he never signed the Applicant’s petition. He states that she approached him at a gas station, asked him to sign, and he refused. He was coming from work and wearing a name tag that identified him. Mr Apodaca is surprised and concerned that his signature appears to be forged.
2. Phil Keyack. The address associated with this signature is listed as owned by Ronald and Lynn Noble. Phil Keyack was staying as a guest temporarily at the Noble residence. Phil Keyack did not have authorization from the Noble family to sign for their property address. Mr Noble, the property owner, is opposed to this project and is surprised and concerned their address appears to be misrepresented by the Applicant. This opens a question for about 118 (or nearly half) of the submissions where the signatory does not match the last name of a registered property owner.
3. William and Janet Sills. William and Janet were dear members of our community. We

would like to know the dates of these signatures. William is now deceased, but he battled with dementia for quite some time. Janet has had her own health issues for quite some time and is no longer in the home. They both reportedly have actively fought for the community against opportunistic developers in the past. Multiple neighbors have cared for and watched over William "Stu" and Janet for years. There is strong suspicion among some of those neighbors that someone may have taken advantage of William "Stu" and Janet's declining and elderly state when securing their signatures. Would this be of concern to the City?

We have found other anomalies with the submitted signatures, but the above are the most straight-forward to explain and are deeply concerning.

One neighbor believes that there is a legal term when finding one forgery that calls all accompanying submissions into question. They mentioned the phrase “Falsus en uno Falsus en omnibus” which supposedly means "False in one false in all".

We are not lawyers, so could not definitively state that a forgery occurred nor what would be the remedy if it did occur. Can you guide us in this matter? Do you need any further details from the neighbors to support any of the above?

What does the City do with the signatures themselves when provided information about misrepresented signatures that have been submitted?

Respectfully submitted,
Trent Marchuk
somosbuildbam.org [somosbuildbam.org]

Enrique A Bojorquez-Gaxiola

From: Trent Marchuk <trentchristopher@gmail.com>
Sent: Thursday, February 18, 2021 4:55 PM
To: Adriana Garcia Maximiliano
Cc: BILL GLOVER; Bereket Gebre-Egziabher; Beth Postma; Bob Underwood; FABIOLA MARQUEZ; Greg Brownell; Patty & Bruce McKinstry; Patty Mckinstry; Ted Wall; Van Jackson; Pattihoash@gmail.com; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; Marcia Busching
Subject: 40th & Southern 2-18-21 Meeting - Neighbor Presentation
Attachments: Councilmember Garcia 40th_Southern_02.18.21.pdf; 40th&Southern_CBRE_Flyer.pdf

Hi Adriana,

Please extend our gratitude to Councilmember Garcia for facilitating today's discussion. The neighbors are appreciative and we indeed are interested in a follow-up discussion.

Please find attached the neighbors' presentation from today as well as the flyer that has been used to market the land.

Also, please find comments below in reference to:

- Framing Density Increases
- Transitional Density Reference Points
- Neighbor Willingness to Negotiate

Framing of Density Increases

To Mr Morris' point, accurate framing of the density increase is important.

One way to consider the framing is the General Plan envisions 2 du/acre. This proposal asks for 11.2 du/acre. Hence, we have simply represented a 460% increase relative to the General Plan - which is a legal document.

A second way to see it is according to the hard zoning. Jason is right that normally C-2 applied to the north parcel can generally realize ~17 du/acre and the General Plan envisions 2 du/acre for the south parcel. However, creating the ~136 unit max for the 17 acres is at the heart a disingenuous calculation. It compares apples to oranges by using one generic hard zoning number combined with a General Plan number. Basically, it uses mathematical gymnastics / smoke and mirrors to inaccurately purport a 40% increase.

Since the General Plan was used in the first approach, the logically consistent way of showing this second perspective of density increase is by using the existing hard zoning.

- Currently, the south 10 acre parcel is zoned S-1 or 1 du/acre. That is ~10 units total for the south.
- The north parcel is currently zoned C-2 w/ stipulations. These existing stipulations currently preclude any residential use on those 7 acres. That is ~0 units total on the north.
- So, we have (10+0) 10 total dwelling units that can currently go on that combined land as it is currently zoned.
- That all equates to (193-10)/10 or roughty an 1,800% increase, if we are to go with an apples to apples analysis.

So, is 460% increase or an 1,800% increase a better framing?

Transitional Density Reference Points

That being said, the neighbors have not told the Applicant - using his words - to go away. We are optimistic a compromise can be made. And Marcia Busching's compromise, as mentioned, the neighbors would be willing to explore further.

The neighbors have consistently said Density is our main concern. The desire for "transitional density" is not in reference to the one multi-family complex kitty corner across the street (probably zoned before districting) nor the vacant land to the north envisioned for eventual commercial park nor even the Industrial Park (which isn't that a form of Commercial? please check bc the naming convention might otherwise throw a casual observer) to the east.

What's important to note is all of those references are **outside** of the Baseline Area Master Plan, the BAOD, and the MUA. Historically, 40th St is a manmade barrier, because the past developers thought people would only buy homes in the Tempe School District and wouldn't buy homes in the Roosevelt School District. (How fair is that?!) And Southern is a manmade barrier between residential and the commerce park to the north that serves as a buffer to Industrial. So, comparing this corner to the other three corners totally disregards context and real history.

Therefore, the reference point for proper density transition has always been from **within** the Baseline Area Master Plan and from **within** the attending Overlay Districts to which this land is part. To frame it otherwise is misleading, at best.

Therefore, a jump from 0-1 du/acre immediately to 10-15 du/acre is simply not only incompatible to the General Plan, but it is simply not appropriate Density Transition.

We do agree with, I believe Tamala?, that there is beauty in multiple types of housing options. And our area can be inclusive of that vision, as the neighbors' willingness to negotiate demonstrates below.

Neighbor Willingness to Negotiate

Mr Morris represented early on that the only area he will **not** negotiate on is Density. Even before these negotiations, Mr Morris dropped from 12 du/acre to just 11.2 du/acre months ago before even talking to the Neighbors. He stated today that he refuses to budge on Density any further. Yet, that is - and has been - our primary concern.

The neighbors, on the other hand, have shown a willingness to come off the currently-approved hard zone of 10 units for the entire 17 acres to something along the lines of what Marcia has suggested - which would be around 93 total units. This would be a second HUGE gift to the property owners from the SMVPC.

- This is an 9x increase in total units relative to what is currently allowed. (~21 units on the south parcel and ~72 units on the north parcel).
- This equates to 5.38 du/acre total; already nearly double what any residential development has received in the MUA so far!
- The neighbors haven't agreed to these specific numbers, btw, but they have agreed with the concept
- But, this proves we have at least shown a willingness to negotiate off of our stance of 2 du/acre by almost 3x!
- In return, the neighbors would prefer this not to be captured in a PUD, but prefer hard zoning to safeguard from a negative Precedent to the rest of the Overlay Districts

So, we ask an objective assessment on who is being intractable in this situation?

Where is the reciprocated good faith from Mr Morris to actually work with the neighbors?

It could be that the above further exposes the fact that this is the wrong project for this location. Which we strongly believe is the case. But, it is also within this Developer's rights and capacity to offer a different product type and different proposal for this area. Single Family Rental is not their only competence; in fact, looking at Brown's website, it isn't really even their primary competence. Doesn't South Mountain deserve the quality of a Developer's primary competence anyhow?

It is also within the landowner's rights and capacity to (finally!) market this land appropriately to attract the right type of developer. In this market, we don't have to accept this proposal or nothing.

Please know that the above and attached represents a collective voice and not my own nor only a small handful of voices.

We appreciate your voice so far and hope you will continue to use that powerful voice to represent the voices of your constituents.

Respectfully submitted,
Trent Marchuk

On Wed, Feb 17, 2021 at 5:34 PM Trent Marchuk <trentchristopher@gmail.com> wrote:

Thank you Enrique. The time and energy you have put into the reply is appreciated.

Best,
Trent

On Wed, Feb 17, 2021 at 5:20 PM Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov> wrote:

Hello Trent,

Not sure if I'm understanding correctly, but my email yesterday was a follow-up to a Friday email sent to the Council District 8 office regarding your questions. Now, in regards to those questions, here is the Council District 8 response/information for tomorrow's meeting:

- We will allow others to share their screens.
- Folks will not be on mute when they join and will have the ability to mute/unmute.
- Councilmember Garcia will facilitate the meeting.
- Organic conversation – folks will not be timed.

Once again, for anyone in the community who has not registered for tomorrow's meeting, please register using this link ahead of the virtual meeting which starts at 2:30pm tomorrow, 02/18:

40th St & Southern Ave:

A Neighborhood Collective's Perspective

Rezoning Application: Z-35-20-8 & GPA-SM-1-20-8

Request: BAOD (Farm or Ranch Residence, Baseline Area Overlay District) and C-2 BAOD (Intermediate Commercial, Baseline Area Overlay District) to PUD BAOD (Planned Unit Development, Baseline Area Overlay District)

Location: ~340 feet west of the southwest corner of 40th Street and Southern Avenue in Phoenix.

Assessor Parcel Nos: 122-79-019B and 122-79-019C, approximately 17.27 gross acres

Agenda

- General Feedback
- Sentiment Summary
- Specific Feedback

General Feedback

Thank you for this oppty; the neighbors did what was asked of us:

1. Solicited feedback from neighbors
2. Formed a team of representatives
3. Met ahead of time
4. We crafted a shared vision



Neighboring Property Owners
10+ Volunteer Representatives
20+ Email Responses
75+ Signatures
135+ acres

- Thank you
  - We appreciate the 2/9/21 SMVPC provided stipulations
  - We appreciate you are willing to allow the Neighbors, Residents, and Constituents to participate.
  - This is a complex area to develop to meet land owner's price point and the decades old planning requirements
- Vision
  - Our vision is the General Plan and the Baseline Area Master Plan, which underpin and contextualize the Baseline Area Overlay District (BAOD)
  - Density and Use within this Proposal are not Compatible with the General Plan.
  - The Phoenix General Plan is established law.
  - The Baseline Area Master Plan is part of the General Plan
  - We conceptually support the stipulations provided by the SMVPC on 2/9/21.
  - Whatever is done to this property should be done with the Community in mind.
- Trust Deficit
  - We feel vulnerable
  - Applicant, due to inconsistent representations to the neighbors over many years.
  - Attorneys, due to past bait and switch; we feel we are getting setup again
  - Lack of opportunity to actually meet and participate in this process.
  - Why change our General Plan and Overlay Districts when so many compatible alternative vacant lots are available?
- We remain hopeful
  - We are going to take a trust, but verify approach
  - The sure way to gain neighborhood trust is to give an honest, verifiable answers.
  - We will commit to likewise continue being professional and respectful in return.

The Phoenix General Plan is existing law; the Baseline Area Master Plan is part of the Phoenix General Plan.
The Density and Use within this Proposal are not Compatible with the Phoenix General Plan.

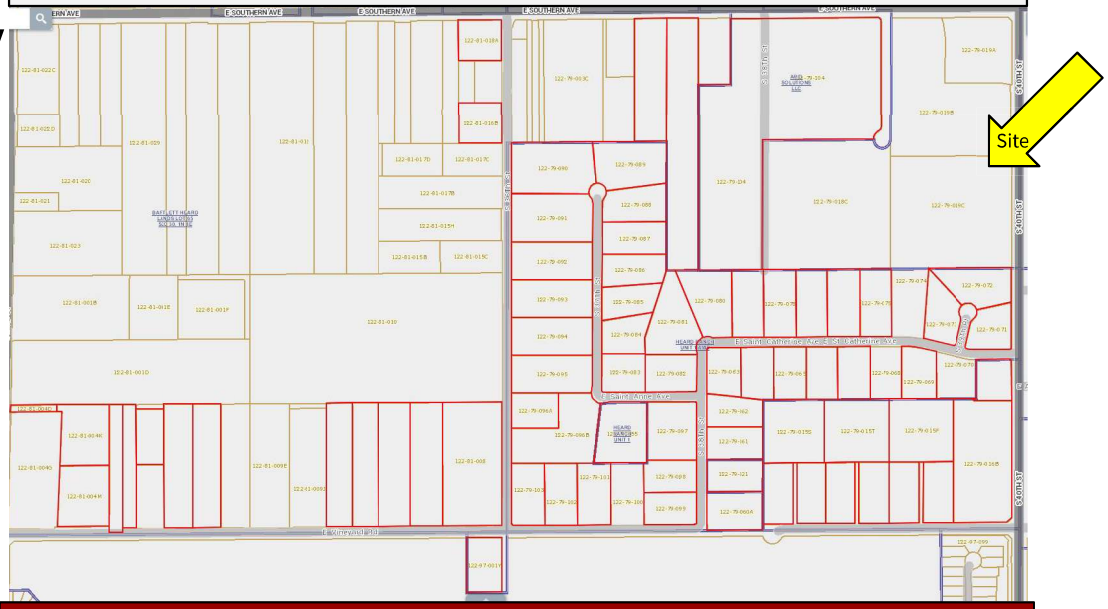
Sentiment Summary

Opposition to Rezoning Application (Z-35-20-8) & General Plan Amendment (GPA-SM-1-20-8)

Location: Approximately 340 feet west of the southwest corner of 40th Street and Southern Avenue
(Assessor Parcel Nos. 122-79-019B and 122-79-019C, approximately 17.27 acres)

At 11.2 du/acre, this proposal is inappropriate to the land use and would set a precedent for high density housing that will cascade across the 16+ million square feet between 24th St and 40th St that the community's infrastructure and services are not equipped to handle, destroying the agricultural legacy of this community.
We, the undersigned PROPERTY OWNERS, support the current and voter-approved land use map of 0-2 dwelling units per acre.

***Legend**: Red outline indicates property has registered Active Opposition.*



Neighbors' Opposition Petitions (Property Owners)

	Sq Ft*	Acres	Parcels
Adjacent & Contiguous	4,580,072	105	58
Additional Neighbors	1,292,318	30	18
Total	5,872,390	135	76

We hope this dispels any prior misrepresentation counter to the following points:

1. The vast majority of neighbors are in Active Opposition; this proposal is shockingly out of conformance with the General Plan with no explanation as to why.
2. The proposal's impact to the South Mountain Community is unknown.
3. We have consistently represented the views of many residents.

This project represent the keystone of the Baseline Area Master Plan.
This plan took years of deliberation from its residents and they defend it with passion.

Specific Feedback



Neighboring Property Owners
10+ Volunteer Representatives
20+ Responses
75+ Signatures
135+ acres

Community Support for keeping the current land use map outlined within the Baseline Area Master Plan. Reasons provided:

- This product type is unproven and not compatible with this location
- Other municipalities have begun to express concern with this product type
- The Developer has no vested interest in the Community
- This is opportunistic for the Developer while sucking equity from the people
- This is land was inherited, yet heirs parasitically insist on top dollar
- The benefits will only go to those outside South Phoenix
- The land has stayed vacant because the property owners have destroyed value despite already being given a huge gift by SMVPC they don't know how to split.
- The adjacent property owner has added value to the community, employing 500+ people year-round, hard zoned his land to MUA, and even built 39th St.
- A Banker who actively lends to these product types, said this project in this location really is "Predatory Development".



This density is not appropriate to this location

- Closest **city park** is over 1/2 mile away
- Closest **full service grocery store** is over 1 mile away (Food City)
- Closest **full service restaurant** is over 1 mile away
- Closest **desirable retail** is 3 miles away (24th & Baseline)
- Closest **entertainment center** is 3 miles away (AZ Mills)
- Closest **Light Rail** is 3.5 miles away (Washington/44th)
- Closest **hospital** is 5 miles away, no emergency services
- Unknown if **Roosevelt School District** can support (omitted from Staff Report)

This density, at 460% increase over what is in the General Plan, is completely inappropriate.

Thank you

This Land Has Not Been Marketed Properly

Since inheriting the property, the owner has had the property listed through the same *industrial* real estate specialists at CBRE.

When asked if the owner would be willing to explore other Land Use specialists, she replied that Mark Krison had been her realtor for 15 years.

According to Mr. Krison's profile, he "has devoted most of his time (since 1991) to working in three specific areas of the industrial real estate profession." Mr Krison is likely a very talented specialist in industrial real estate. However, the real estate industry is specialized. The land has been zoned for residential and commercial use for over 20 years.

This information calls into question the claim the that land use must evolve in order to develop.

We contend that the marketing strategy must evolve for the land to develop.

Examples of Inaccurate Statements in the Published Flyer		
Statement on Flyer	Reality	Commentary
C-2 and R-43 Zoning, City of Phoenix	C-2 and S-1 Zoning, City of Phoenix	1 du/acre residential use in a City of Phoenix Enterprise Zone has no redeeming qualities.
Located within City of Phoenix Enterprise Zone	Not located within a City of Phoenix Enterprise Zone	
Water: City of Phoenix	Water: City of Phoenix, SRP Irrigation	SRP irrigation is an omitted asset when marketing this property.



Failure to properly market the land is insufficient grounds to diminish the value of surrounding neighboring properties so an inheritance may be maximized at the expense of South Phoenix residents.

40th St & Southern Ave:

A Neighborhood Collective's Perspective

March 9, 2021

Rezoning Application:	Z-35-20-8 & GPA-SM-1-20-8
Request:	BAOD (Farm or Ranch Residence, Baseline Area Overlay District) and C-2 BAOD (Intermediate Commercial, Baseline Area Overlay District) to PUD BAOD (Planned Unit Development, Baseline Area Overlay District)
Location:	~340 feet west of the southwest corner of 40th Street and Southern Avenue in Phoenix.
Assessor Parcel Nos:	122-79-019B and 122-79-019C, approximately 17.27 gross acres
Neighborhood Collective:	Patty McKinstry 3811 E. St. Catherine Ave. Phoenix, AZ 85042 602-421-6552 somosbuildbam@gmail.com

Agenda

- South Phoenix is Pro-Development
- Collective Response
- 3 Main Unresolved Concerns
- Proposed Solutions / Concession Evolution

South Phoenix is Pro-Development

Record of Development Support

Name	Rep	Support?	Notes
The Sanctuary (Z-35-20-8)	Withey Morris	**No**	Significantly imperils the Certainty and Character of the District and therefore the Baseline Area and South Mountain Village.
MPC Holdings / ELS (Z-8-19)	Gilmore	**Yes**	We offered objective suggestions that might resolve the differences between Applicant and other neighbors.
Rainer Place (ZA-216-20)	Withey Morris	**Yes**	Proposal sought to densify at NW corner of 32nd St and Baseline. We supported, because densification complied with the vision of the General Plan. We did formally request adjustments to landscaping setbacks.
Industrial Metal Supply (Z-23-20-8)	Withey Morris	**Yes**	We supported because it retains a local employer and the city's stipulations were impressive, even outside of the District. Due to proximity to the Sanctuary, we asked that a traffic study be conducted to look at both proposals together.
Remove Historical Preservation (Z-46-20)	Unknown	**Yes**	The collective supports removal of historical protections when it makes sense, as this proposal did.

Neighborhood's Record of Past Successful Collaborations

RAVEN GOLF CLUB PHOENIX

awakening seed school
INSPIRING INNOVATION SINCE 1977

AAA LANDSCAPE
AN UNDERWOOD BROTHERS CO.

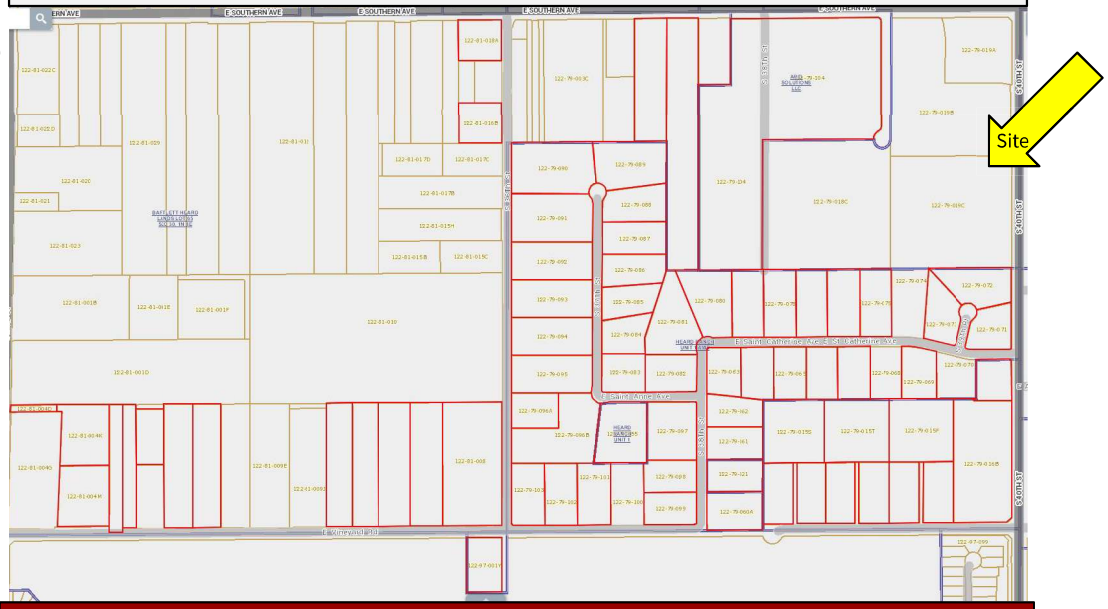
Walgreens

The LEGACY Golf Club

Since forming in 2020, we have supported 80% of all development proposals - incl high density.
Additionally, we have successfully collaborated with 5+ local developments.

Collective Response

***Legend**: Red outline indicates property has registered Active Opposition.*



Neighbors' Opposition Petitions (Property Owners)

	Sq Ft*	Acres	Parcels
Adjacent & Contiguous	4,580,072	105	58
Additional Neighbors	+1,292,318	+ 30	+ 18
Total	5,872,390	135	76

- **94.5%** of property owners to the South have signed the Opposition Petition
- Many opposition letters received from throughout the South Mountain Village and the Laveen Village

We hope this dispels any prior misrepresentation counter to the following points:

1. The neighbors are in Opposition; this proposal is shockingly out of conformance with the General Plan with no explanation as to why.
2. The proposal's impact to the South Mountain Village sets a destabilizing precedent to our community.
3. We have consistently represented the views of many residents.
4. We remain hopeful and open to remedying this proposal.

This project has unified 94.5% of the property owners to the immediate south.
Opposition extends throughout the South Mountain Village.

3 Main Unresolved Concerns

1. Density

a. Spot Zoning; the subject property is Hard Zoned C-2 w/ stipulations and S-1

b. The proposal represents a 1,830% du/acre increase over the current, legal hard zoning.

c. The Neighbors' ideal vision is to retain the C-2 as well as upgrade the S-1 to RE-35.

2. Density Transition

a. Density Transition should be derived from within the Baseline Area Overlay District (BAOD)

b. Lacks appropriate density variation, buffer space, and interior setbacks

c. Due to the trend towards convoluted PUDs, the neighbors strongly prefer hard zoned categories.

3. Precedent

a. The General Plan and the Baseline Area Master Plan (BAMP) are Legal Documents

b. The General Plan was approved by 75% of the voters and is the Law

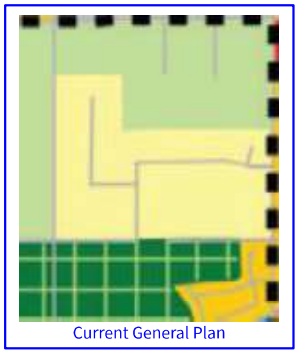
c. This is an experimental product and the impact to the entire Village would be net negative.

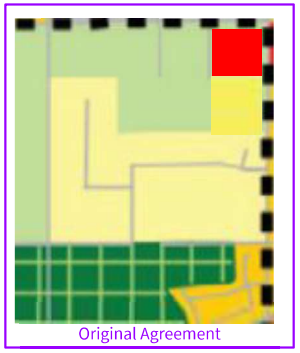
The principal unresolved concerns are:
Density, Density Transition, and Precedent.

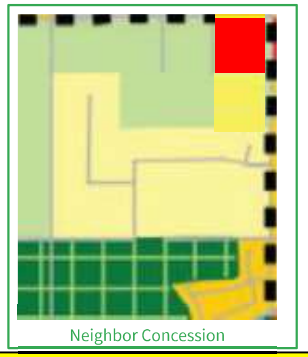
Proposed Solution / Concession Evolution

Option	Current Hard Zoning		Original Agreement		Neighbor Concession	
Parcel	North Parcel	South Parcel	North Parcel	South Parcel	North Parcel	South Parcel
Hard Zoning	C-2 w/ Stipulations	S-1	C-2 MUA w/ Stipulations	RE-35 MUA	C-2 MUA w/ Negotiated Stipulations	R1-18 MUA
Density Allowance (du/acre)	0	1	0	1.10 (1.32 bonus)	0+	1.95 (2.34 bonus)
General Plan Categories	MUA	MUA	Commercial MUA	1 to 2 du/acre MUA	Commercial MUA	1 to 2 du/acre MUA
Approx. Acreage	7.25	10.02	7.25	10.02	7.25	10.02
Dwelling Unit Sub-Total	0	10	0	14	0+	23
Dwelling Unit Total	10		14		23+	
Narrative	The current, legal hard zoning on this land is 10 units for the entire 17 acres. This is what is currently legally permissible.		The original agreement was to upgrade the S-1 to RE-35 and for needed Retail and/or Services on the north parcel . *Any changes to the existing stipulations require review by the SMVPC. (See Stip #11)*		The Neighbors are willing to densify the south parcel further (up to R1-18). And we are willing to negotiate the existing stipulations on the north parcel, including exploring the addition of residential thereon.	




Current General Plan


Original Agreement


Neighbor Concession

The neighbors are willing to get creative, especially on the C-2 parcel.
Please, work with us.

Thank you

From: Van Jackson
To: Enrique A Bojorquez-Gaxiola
Subject: 2/9/21 SMVPC Item #8: GPA-SM-1-20-8
Date: Monday, February 8, 2021 11:04:04 AM

Enrique –

Please note that I am opposed to the above subject line and the other case related to it.

Thanks,

Van

Van Jackson
vanjacksonaz@gmail.com
602 438-7800

From:	Zack lindsay
To:	PDD South Mountain VPC; 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; Enrique A Bojorquez-Gaxiola; Mayor Gallego; somosbuildbam@gmail.com
Subject:	Fwd: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Wednesday, February 3, 2021 3:33:36 PM

This is Proposal at 40th St & Southern Ave is awe full. A single family rental community is laughable and keeps people in poverty.
I'd rather have families achieve home ownership and build/invest in the future, than allow this community to be build as a cash machine for a few.

---------- Forwarded message ---------
From: **When Jones** <azred42@gmail.com>
Date: Wed, Feb 3, 2021 at 1:55 PM
Subject: Fwd: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
To: Zack lindsay <zblindsay@gmail.com>

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Wed, Feb 3, 2021 at 1:48 PM
Subject: Your Action is Needed: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
To: Trent Marchuk <trentchristopher@gmail.com>

Hi Neighbors,

If you feel passionate about what you read below in the email below, please forward *this entire email string* to the City officials listed below and add your own thoughts in opposition to the project.

Literally, five easy steps will take less than five minutes:

1. Click "Forward" on this email,
2. Copy and Paste the below email addresses into the "To:" field,
3. Add a few words of your own expressing your own opinion about this project,
4. Sign with your **name and mailing address**,
5. Hit send and you've done your part!

mayor.gallego@phoenix.gov, council.district.1@phoenix.gov, council.district.2@phoenix.gov, council.district.3@phoenix.gov, council.district.4@phoenix.gov, council.district.5@phoenix.gov, council.district.6@phoenix.gov, council.district.7@phoenix.gov, council.district.8@phoenix.gov, SouthMountainVPC@phoenix.gov, enrique.bojorquez-gaxiola@phoenix.gov, somosbuildbam@gmail.com

We need 100+ emails to be organically sent for our voices to be heard. The Applicant has used COVID-19 to silence the neighbors in an attempt to push through an inappropriate project that shifts the costs of the attending consequences to the residents of South Phoenix.

We challenge you to ask at least 3 others who live in the South Mountain Village (between 27th Ave to 48th St and Salt River to South Mountain) to do the same by Sunday, February 7, 2021.

Your sending an email to our elected representatives at this time is absolutely critical.

Thank you,
Trent Marchuk
somosbuildbam.org [somosbuildbam.org]

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Wed, Feb 3, 2021 at 1:27 PM
Subject: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
To: <mayor.gallego@phoenix.gov>, <council.district.1@phoenix.gov>, <council.district.2@phoenix.gov>, <council.district.3@phoenix.gov>, <council.district.4@phoenix.gov>, <council.district.5@phoenix.gov>, Council District 6 PCC <council.district.6@phoenix.gov>, <council.district.7@phoenix.gov>, Council District 8 PCC <council.district.8@phoenix.gov>, <SouthMountainVPC@phoenix.gov>, Enrique Bojorquez <enrique.bojorquez-gaxiola@phoenix.gov>, Somos BuildBam <somosbuildbam@gmail.com>

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned - even scared - because of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,

Trent Marchuk
3731 E Saint Anne Ave [google.com]
Phoenix, AZ 85042 [google.com]
--
Zack Bruce Lindsay
Investment Properties & Dream Homes
HomeSmart Realty / 5225 N Central Ave, Suite 104 / Phoenix, AZ 85012
Phone: 602-653-8852
ZBLindsay@gmail.com

Enrique A Bojorquez-Gaxiola

From: Trent Marchuk <trentchristopher@gmail.com>
Sent: Thursday, March 11, 2021 7:25 AM
To: Enrique A Bojorquez-Gaxiola
Cc: Somos BuildBam
Subject: Fwd: 40th & Southern 2-23-21 House of Helps Meeting w/ Councilmember Garcia

Hi Enrique,

Please add the below to the case files for Z-35-20-8 and GPA-SM-1-20-8.

Thank you,
Trent Marchuk

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Tue, Feb 23, 2021 at 11:39 PM
Subject: 40th & Southern 2-23-21 House of Helps Meeting w/ Councilmember Garcia
To: Adriana Garcia Maximiliano <adriana.garcia.maximiliano@phoenix.gov>
Cc: BILL GLOVER <beglover@me.com>, Bereket Gebre-Egziabher <bereket68@hotmail.com>, Beth Postma <beth@allseasongrowers.com>, Bob Underwood <rlu@aaalandscape.com>, FABIOLA MARQUEZ <Fabiola_nevarez@hotmail.com>, Greg Brownell <brownell@cox.net>, Patty & Bruce McKinstry <pjmckinstry@q.com>, Patty Mckinstry <pjmckinstry@icloud.com>, Ted Wall <ted.wall@insight-valuation.com>, Van Jackson <vanjacksonaz@gmail.com>, Patti Trites, Southern Hills HOA <pattihoash@gmail.com>, <SouthMountainVPC@phoenix.gov>, Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>, M Busching (Cartof) <mjb@cartof.com>, Twanna Brunson <twanna.bhna@yahoo.com>

Too long; didn't read - The below is long. It basically recounts the public discussion between Councilmember Garcia and Trent Marchuk, acting as a concerned resident, during the House of Helps Meeting tonight. The main take-away is laid out early and we express gratitude to Councilmember Garcia. The full notes from the meeting follow, if further details are of interest.

Good Evening Councilmember Garcia and Adriana,

Thank you both for joining the call tonight where the topic of the project at 40th St and Southern was raised as a concern by Community Leaders in the South Mountain Village.

First and foremost, we thank Councilmember Garcia for his stated dedication to Process and for his stated Resolve to listen to the voices of his Constituents. In particular, it was a great relief when we heard Councilmember Garcia definitively state his position on what would happen if the Applicant attempts to bypass the South Mountain Village Planning Committee (SMVPC) and go straight to the Planning Commission,

We were relieved to hear Councilmember Garcia say tonight, categorically and publicly, that such a project would not receive his support. The Councilmember's respect for the SMVPC, including the Process involving his Constituents, is appreciated.

For further context and notes on the meeting tonight, I have shared my notes below. It seemed relevant and significant enough to update those on copy, but our key take-away is summarized above.

Prior to my appointment to the SMVPC, and as a concerned citizen, I was invited by Melissa Gallegos to speak to the House of Helps/DGMF Block Watch Meeting tonight primarily on the topic of Speed Humps/Cushions. They had learned about the successful collaboration effort between my prior community and the Phoenix Streets department and wanted advice as the neighbors were stalled in their process. *(Note: These good neighbors have gotten really far! They have done the hard part of securing all the signatures required by the city. They need help getting the study done and the funds raised and they should be good to go. If Councilmember Garcia can help them move this along, they would sure appreciate his help.)*

At the end of that topic, I was then asked to share information about the project at 40th St and Southern. To which I did within the context of my accepting the opportunity to speak - as a concerned citizen, resident, and neighbor.

The Community Leaders seemed to share the concerns that I expressed about overly densifying South Phoenix given the lack of services (particularly medical) and retail. They expressed sympathy for the concern about the Precedent this project would set for the relevant overlay district - setting off a vicious domino effect down Southern from 40th St to 24th St.

The Community Leaders asked about the intended demographics of the proposal Since the neighbors have received mixed messages on this point, (for example the Applicant has told the neighbors one thing but the Applicant's support letters cite affordable housing options), I therefore touched on the potential for affordable housing. I also mentioned the Applicant had told the neighbors that they worked with Mass Liberation Arizona and that the project indicated it would not use traditional background checks. (See slide 15 of the Applicant's presentation from 2/9/21.)

When the Community Leaders expressed hesitation to this news, I quickly stated that as my being a local Bishop in South Phoenix, I know that affordable housing is a recognized need for some members of my congregation. And, I stated that members of my congregation have been parolees; I have personally helped more than one parolee get back on their feet and everyone deserves a second chance.

Nonetheless, channeling Chairperson Trites, I stated that South Phoenix does not have to be the only part of Phoenix for affordable housing and the only part of Phoenix for parolees to get back on their feet. These statements were met with what seemed to be general agreement by the Community Leaders.

Given the intractable nature of the Applicant's position on Density (cited below), coupled with our learning today that the Applicant is planning to present to the Planning Commission on Mar 4 prior to returning to the South Mountain Village Planning Committee on Mar 9 - thereby potentially negating the relevance of the SMVPC and calling into question whether a SMVPC hearing will even be necessary - I provided the following pointed response to a pointed question posed by a Community Leader.

A Community Leader asked, "What can we do?"

To which I responded within the context that the Applicant appears to not care what the SMVPC thinks, nor may the Applicant even care what the Planning Commission thinks, as the Applicant is signaling that they only care about counting votes at City Council.

Therefore, I advised the Community Leaders that the only viable course of action that remains would seem to be to 1) register their objection to the project with Councilmember Garcia and 2) register their objection with the other Councilmembers throughout Phoenix.

At this point I believe Adriana was asked a question and Councilmember Garcia awas then given the opportunity to speak.

In Councilmember Garcia's opening words, disappointment was expressed in how the project had been framed by myself to the Community Leaders. The Councilmember's summary innocently, yet incorrectly, framed my statements as indicating the neighbors have a lack of hope for a compromise with the Applicant - calling into question the productivity of the Councilmember setting up a second meeting with the Applicant.

Councilmember Garcia brought the conversation to the macro level of his desire to develop Broadway and Southern as his Legacy. There were a few follow-up questions for the Councilmember before he segued into discussing the lack of services in our community and mentioned the correlation between rooftops and getting those needed services.

At that juncture, I interjected and reinforced the Councilmember's position that the desired services do indeed require rooftops. As a parenthetical, I observed that we need to be careful not to sacrifice the land set aside to be used by those services in order to secure the rooftops those services require. Doing so would be circular and counter productive. This is a concern we have yet to address about the project at 40th and Southern, fwiw.

But, the main point that I made was that the neighbors do indeed remain hopeful to reach a compromise with the Applicant and look forward to continued talks - despite the Applicant's demonstrably intractable stance refusing to compromise on Density. Yet, thanks to Marcia Busching's artful initial attempt at compromise, the neighbors have already come off from their original stance regarding Density. Yet, the Applicant has not even attempted to reciprocate.

Therefore, if a compromise is not made, it will be due to the Applicant's obstinance - and, though not explicitly stated during tonight's meeting, cannot be laid at the feet of a willful misinterpretation of the neighbors' consistently pro-development stance.

Twanna chimed in next and reminded the Councilmember that no less than three times the Applicant stated on Thursday that he simply would not negotiate on Density.

There was further discussion, mainly around questions about what it would take to attract medical services or even a hospital to our district. It was enlightening to learn the Councilmember has had discussions with some of the big operators of hospitals. The main concern he stated was that hospitals are going in close to freeways and that fact has apparently posed a problem for placing a hospital in our district.

When that topic seemed to conclude, I asked the Councilmember a procedural question about the proposal at 40th and Southern. The Applicant requested a 30 day continuance to return to the SMVPC on Mar 9, 2021. However, the neighbors were informed today by the City Planner that the Applicant intends to present to the Planning Commission on March 4, 2021. Depending on how that goes, it may or may not be necessary for the Applicant to even return to the SMVPC. I then asked the Councilmember to help us better understand that process and the associated order of operations.

To this question, Councilmember Garcia stated that some developers will attempt to go around their Village by going straight to the Planning Commission. He confided that procedurally would be allowed - and some Councilmembers would sanction that approach.

We were very pleased to hear Councilmember Garcia's categorical denouncement of this tactic. Unequivocally, he stated that if a Developer attempted to go around the SMVPC, that developer's project would not have the support of Councilmember Garcia.

Thank you Councilmember Garcia for that clear and concise statement.

Thank you for coming to the meeting tonight and sharing updates on the project at 40th and Southern. The neighbors are hopeful that a compromise can be reached.

Thank you for affirming that Councilmember Garcia's office continues to strive to set up a second meeting between the neighbors and the Applicant before the next SMVPC to see if any compromise can be attained. We trust expectations for compromise, particularly around Density, will be bilateral and not just an unilateral expectation of capitulation by the neighbors and the SMVPC.

Thank you Councilmember Garcia for helping us to spread the word about this project to our extended neighbors in the Village. House of Helps are among those to whom we referenced on Thursday; the community concerned about this project extends well beyond the immediate 135+ acres to the south, west, and southwest. The neighbors are sincere in our representation that opposition to this project indeed extends throughout the South Mountain Village, into Laveen and even into Council District 3.

In fact, prior to my appointment to the SMVPC and as a concerned resident, I have personally accepted the invitation to make other presentations about this project at 40th and Southern to additional members of our community within the next month..

Respectfully submitted,
Trent Marchuk

On Thu, Feb 18, 2021 at 4:54 PM Trent Marchuk <trentchristopher@gmail.com> wrote:

Hi Adriana,

Please extend our gratitude to Councilmember Garcia for facilitating today's discussion. The neighbors are appreciative and we indeed are interested in a follow-up discussion.

Please find attached the neighbors' presentation from today as well as the flyer that has been used to market the land.

Also, please find comments below in reference to:

- Framing Density Increases
- Transitional Density Reference Points
- Neighbor Willingness to Negotiate

Framing of Density Increases

To Mr Morris' point, accurate framing of the density increase is important.

One way to consider the framing is the General Plan envisions 2 du/acre. This proposal asks for 11.2 du/acre. Hence, we have simply represented a 460% increase relative to the General Plan - which is a legal document.

A second way to see it is according to the hard zoning. Jason is right that normally C-2 applied to the north parcel can generally realize ~17 du/acre and the General Plan envisions 2 du/acre for the south parcel. However, creating the ~136 unit max for the 17 acres is at the heart a disingenuous calculation. It compares apples to oranges by using one generic hard zoning number combined with a General Plan number. Basically, it uses mathematical gymnastics / smoke and mirrors to inaccurately purport a 40% increase.

Since the General Plan was used in the first approach, the logically consistent way of showing this second perspective of density increase is by using the existing hard zoning.

- Currently, the south 10 acre parcel is zoned S-1 or 1 du/acre. That is ~10 units total for the south.
- The north parcel is currently zoned C-2 w/ stipulations. These existing stipulations currently preclude any residential use on those 7 acres. That is ~0 units total on the north.
- So, we have (10+0) 10 total dwelling units that can currently go on that combined land as it is currently zoned.

- That all equates to (193-10)/10 or roughty an 1,800% increase, if we are to go with an apples to apples analysis.

So, is 460% increase or an 1,800% increase a better framing?

Transitional Density Reference Points

That being said, the neighbors have not told the Applicant - using his words - to go away. We are optimistic a compromise can be made. And Marcia Busching's compromise, as mentioned, the neighbors would be willing to explore further.

The neighbors have consistently said Density is our main concern. The desire for "transitional density" is not in reference to the one multi-family complex kitty corner across the street (probably zoned before districting) nor the vacant land to the north envisioned for eventual commercial park nor even the Industrial Park (which isn't that a form of Commercial? please check bc the naming convention might otherwise throw a casual observer) to the east.

What's important to note is all of those references are **outside** of the Baseline Area Master Plan, the BAOD, and the MUA. Historically, 40th St is a manmade barrier, because the past developers thought people would only buy homes in the Tempe School District and wouldn't buy homes in the Roosevelt School District. (How fair is that?!) And Southern is a manmade barrier between residential and the commerce park to the north that serves as a buffer to Industrial. So, comparing this corner to the other three corners totally disregards context and real history.

Therefore, the reference point for proper density transition has always been from **within** the Baseline Area Master Plan and from **within** the attending Overlay Districts to which this land is part. To frame it otherwise is misleading, at best.

Therefore, a jump from 0-1 du/acre immediately to 10-15 du/acre is simply not only incompatible to the General Plan, but it is simply not appropriate Density Transition.

We do agree with, I believe Tamala?, that there is beauty in multiple types of housing options. And our area can be inclusive of that vision, as the neighbors' willingness to negotiate demonstrates below.

Neighbor Willingness to Negotiate

Mr Morris represented early on that the only area he will **not** negotiate on is Density. Even before these negotiations, Mr Morris dropped from 12 du/acre to just 11.2 du/acre months ago before even talking to the Neighbors. He stated today that he refuses to budge on Density any further. Yet, that is - and has been - our primary concern.

The neighbors, on the other hand, have shown a willingness to come off the currently-approved hard zone of 10 units for the entire 17 acres to something along the lines of what Marcia has suggested - which would be around 93 total units. This would be a second HUGE gift to the property owners from the SMVPC.

- This is an 9x increase in total units relative to what is currently allowed. (~21 units on the south parcel and ~72 units on the north parcel).
- This equates to 5.38 du/acre total; already nearly double what any residential development has received in the MUA so far!
- The neighbors haven't agreed to these specific numbers, btw, but they have agreed with the concept
- But, this proves we have at least shown a willingness to negotiate off of our stance of 2 du/acre by almost 3x!
- In return, the neighbors would prefer this not to be captured in a PUD, but prefer hard zoning to safeguard from a negative Precedent to the rest of the Overlay Districts

So, we ask an objective assessment on who is being intractable in this situation?

Where is the reciprocated good faith from Mr Morris to actually work with the neighbors?

It could be that the above further exposes the fact that this is the wrong project for this location. Which we strongly believe is the case. But, it is also within this Developer's rights and capacity to offer a different product type and different proposal for this area. Single Family Rental is not their only competence; in fact, looking at Brown's website, it isn't really even their primary competence. Doesn't South Mountain deserve the quality of a Developer's primary competence anyhow?

It is also within the landowner's rights and capacity to (finally!) market this land appropriately to attract the right type of developer. In this market, we don't have to accept this proposal or nothing.

Please know that the above and attached represents a collective voice and not my own nor only a small handful of voices.

We appreciate your voice so far and hope you will continue to use that powerful voice to represent the voices of your constituents.

Respectfully submitted,
Trent Marchuk

On Wed, Feb 17, 2021 at 5:34 PM Trent Marchuk <trentchristopher@gmail.com> wrote:

Thank you Enrique. The time and energy you have put into the reply is appreciated.

Best,
Trent

On Wed, Feb 17, 2021 at 5:20 PM Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov> wrote:

Hello Trent,

Not sure if I'm understanding correctly, but my email yesterday was a follow-up to a Friday email sent to the Council District 8 office regarding your questions. Now, in regards to those questions, here is the Council District 8 response/information for tomorrow's meeting:

- We will allow others to share their screens.
- Folks will not be on mute when they join and will have the ability to mute/unmute.
- Councilmember Garcia will facilitate the meeting.
- Organic conversation – folks will not be timed.

Once again, for anyone in the community who has not registered for tomorrow's meeting, please register using this link ahead of the virtual meeting which starts at 2:30pm tomorrow, 02/18:
https://us02web.zoom.us/meeting/register/tZMpd-6spj8pGNxYxx7Avtfs9Q167yfptkCa [us02web.zoom.us]

Thank you,

[google.com]

Enrique Bojórquez-Gaxiola

[google.com]

Planner II – Village Planner

City of Phoenix

Planning & Development Department

Long Range Planning

200 W. Washington Street [google.com]

Phoenix, AZ 85003 [google.com]

Office: [google.com](602 [google.com]) 262-6949

PLANNING & DEVELOPMENT
PRESERVE
SHAPE
BUILD

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: Trent Marchuk <trentchristopher@gmail.com>
Sent: Tuesday, February 16, 2021 5:58 PM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Cc: Bereket Gebre-Egziabher <bereket68@hotmail.com>; Beth Postma <beth@allseasongrowers.com>; Bob Underwood <rlu@aaalandscape.com>; FABIOLA MARQUEZ <Fabiola_nevarez@hotmail.com>; Greg Brownell <brownell@cox.net>; Patty & Bruce McKinstry <pjmckinstry@q.com>; Patty Mckinstry <pjmckinstry@icloud.com>; Ted Wall <ted.wall@insight-valuation.com>; Van Jackson <vanjacksonaz@gmail.com>; BILL GLOVER <beglover@me.com>
Subject: Re: Sharing and Muting: Request to Participate in Subsequent Applicant/Neighbor Meetings - Sanctuary at South Mountain PUD - February 18, 2021 meeting at 2:30pm

Thanks Enrique. We hope you are well, too!

My apologies for being a little slow or confused.

Were the questions originally forwarded on Friday, Feb 12 around 3p, per the original response below? And so today you are requesting a follow-up from the Council District 8 Office?

Or does your latest reply indicate that the questions have yet to be forwarded to request the needed guidance from the Council District 8 office?

Thank you,

Trent

On Tue, Feb 16, 2021 at 5:54 PM Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov> wrote:

> Hello Trent,
>
> All is well! I hope you and everyone copied is doing great. I am going to forward your questions/requests regarding the virtual meeting on 02/18 to the Council District 8 Office for further direction.
>
> Thanks again for your patience.
>
> Best,

[google.com]

Enrique Bojórquez-Gaxiola

[google.com]

Planner II – Village Planner

City of Phoenix

Planning & Development Department

Long Range Planning

200 W. Washington Street [google.com]

Phoenix, AZ 85003 [google.com]

Office: [google.com](602 [google.com]) 262-6949



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: Trent Marchuk <trentchristopher@gmail.com>
Sent: Tuesday, February 16, 2021 5:27 PM
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Subject: Re: Sharing and Muting: Request to Participate in Subsequent Applicant/Neighbor Meetings - Sanctuary at South Mountain PUD - February 18, 2021 meeting at 2:30pm

HI Enrique,

Hope you are well!

We are anxious to use everyone's time efficiently on Thursday, especially given the COVID constraints.

We are looking forward to the responses to the below questions so we can prepare accordingly.

Thank you,

Trent

On Fri, Feb 12, 2021 at 2:58 PM Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov> wrote:

> Good afternoon Trent,
>
> Thank you for your email below regarding the meeting next week. I have forwarded your message to the Council District 8 office for further direction regarding this. When I receive additional details, I can share this with you ahead of the meeting.
>
> Thanks again!
>
> [google.com]
>
> **Enrique Bojórquez-Gaxiola**
>
> [google.com]
>
> Planner II – Village Planner
>
> City of Phoenix
>
> Planning & Development Department
>
> Long Range Planning

200 W. Washington Street [google.com]

Phoenix, AZ 85003 [google.com]

Office: [google.com](602 [google.com]) 262-6949



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: Trent Marchuk <trentchristopher@gmail.com>
Sent: Friday, February 12, 2021 2:38 PM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Cc: Bereket Gebre-Egziabher <bereket68@hotmail.com>; Beth Postma <beth@allseasongrowers.com>; Bob Underwood <rlu@aaalandscape.com>; FABIOLA MARQUEZ <Fabiola_nevarez@hotmail.com>; Greg Brownell <brownell@cox.net>; Patty & Bruce McKinstry <pjmckinstry@q.com>; Patty Mckinstry <pjmckinstry@icloud.com>; Ted Wall <ted.wall@insight-valuation.com>; Van Jackson <vanjacksonaz@gmail.com>
Subject: Sharing and Muting: Request to Participate in Subsequent Applicant/Neighbor Meetings - Sanctuary at South Mountain PUD - February 18, 2021 meeting at 2:30pm

HI Enrique,

Yes, exhibits/pictures will indeed help; we will have presentation content to share during the meeting.

We assume that when the time comes during the meeting, our selected representative (or two, per the below) will be given the opportunity to share content from their own screen..

Also, we request that all participants have the opportunity to control their own ability to mute and unmute their microphones during this meeting. The first neighborhood meeting back in July 2020 muted all participants

unilaterally and the neighbors were unable to come off of mute. It was, among other descriptors, stifling. A repeat of that practice will perpetuate the perception of artificially restraining neighbor participation.

We assume an impartial moderator will help facilitate the discussion. If there is a lot of energy on a subject during the open discussion portion, it is believed all participants will comport themselves in a respectful manner and the facilitator will indeed facilitate.

For example, we could use the raise hand feature to ensure everyone has the opportunity to share their perspective on a particular subject without having to feel the need to interrupt each other. The reason this is brought up proactively is that I personally know some neighborhood participants are more shy than others, but all neighborhood participants have value to add to this discussion.

Also, are we limited to a time allotment - or will this meeting go as long as the conversation organically lasts? And who will determine if there is a need for any follow-up meeting?

Thank you,

Trent

On Fri, Feb 12, 2021 at 12:11 PM Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov> wrote:

> Good afternoon All,
>
> Happy Friday! I hope everyone is doing well. Below is the meeting invitation to the meeting organized by Council District 8 between the applicant (GPA-SM-1-20-8 and Z-35-20-8) and community members copied in this email:
>
> **You are invited to a Zoom meeting.**
>
> **When: Feb 18, 2021 02:30 PM Arizona**
>
> **Register in advance for this meeting:**
>
> **https://us02web.zoom.us/meeting/register/tZMpd-6spj8pGNxYxx7Avtfs9Q167yfptkCa [us02web.zoom.us]**

After registering, you will receive a confirmation email containing information about joining the meeting.

Due to the number of participants and to have an efficient meeting, here are some recommendations ahead of the meeting next week:

- Discuss the current proposal ahead of the meeting with community members and craft a shared vision for what would you like to see at this site. (i.e. can the proposed uses be part of the shared vision?, etc.) - Exhibits/pictures could help during the discussion.
- What are some things that you like vs. do not like of the proposal? What specific changes would you recommend for this PUD? (i.e. setbacks, screening, landscaping, density, land use, design, other standards etc.)

This same email will be shared with the applicant shortly (will be asking that they consider what changes they can make to the PUD based on this discussion).

I don't have details yet of how the meeting is going to be structured, but I imagine it could involve having community members (perhaps 1 or 2 speakers on behalf community members?) provide their vision for this site and recommend specific changes to the PUD. Then, the applicant will respond to the requested changes and a discussion to unfold on the topics mentioned.

Please contact me with any questions!

Thank you very much,

Enrique Bojórquez-Gaxiola

[google.com]

Planner II – Village Planner

[google.com]

City of Phoenix

Planning & Development Department

Long Range Planning

200 W. Washington Street [google.com]

Phoenix, AZ 85003 [google.com]

Office: [google.com](602 [google.com]) 262-6949

PLANNING & DEVELOPMENT
PRESERVE
SHAPE
BUILD

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: Trent Marchuk <trentchristopher@gmail.com>
Sent: Friday, February 12, 2021 11:34 AM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Cc: Bereket Gebre-Egziabher <bereket68@hotmail.com>; Beth Postma <beth@allseasongrowers.com>; Bob Underwood <rlu@aaalandscape.com>; FABIOLA MARQUEZ <Fabiola_nevarez@hotmail.com>; Greg Brownell <brownell@cox.net>; Patty & Bruce McKinstry <pjmckinstry@q.com>; Patty Mckinstry <pjmckinstry@icloud.com>; Ted Wall <ted.wall@insight-valuation.com>; Van Jackson <vanjacksonaz@gmail.com>
Subject: Re: Request to Participate in Subsequent Applicant/Neighbor Meetings

Hi Enrique,

Please also add Ted Wall, on copy.

Thank you,

Trent

On Thu, Feb 11, 2021 at 1:46 PM Trent Marchuk <trentchristopher@gmail.com> wrote:

> HI Enrique,
>
> Please also add Van Jackson, on copy.
>
> Thank you,
>
> Trent
>
> On Thu, Feb 11, 2021 at 1:08 PM Trent Marchuk <trentchristopher@gmail.com> wrote:
>
> > Hi Enrique,
> >
> > Please also add Beth Postma, on copy.
> >
> > Thank you,
> >
> > Trent
> >
> > On Thu, Feb 11, 2021 at 10:09 AM Trent Marchuk <trentchristopher@gmail.com> wrote:
> >
> > > Thanks Enrique.
> > >
> > > Please also add Greg Brownell, on copy.
> > >
> > > Would it be possible for you to share with us who has requested to join? We plan to prepare together and don't want to leave any of our neighbors out.
> > >
> > > Thank you,
> > >
> > > Trent

On Wed, Feb 10, 2021 at 7:05 PM Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov> wrote:

> Thank you Trent! I have shared the names with the SMVPC Chair as well.
>
> Have a great evening,

Enrique Bojórquez-Gaxiola

[google.com]

Planner II – Village Planner

[google.com]

City of Phoenix

Planning & Development Department

Long Range Planning

200 W. Washington Street [google.com]

Phoenix, AZ 85003 [google.com]

Office: [google.com](602 [google.com]) 262-6949



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: Trent Marchuk <trentchristopher@gmail.com>
Sent: Wednesday, February 10, 2021 8:40 AM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Cc: Patty Mckinstry <pjmckinstry@icloud.com>; Patty & Bruce McKinstry <pjmckinstry@q.com>; Bereket Gebre-Egziabher <bereket68@hotmail.com>; FABIOLA MARQUEZ <Fabiola_nevarez@hotmail.com>; Bob Underwood <rlu@aaalandscape.com>
Subject: Re: Request to Participate in Subsequent Applicant/Neighbor Meetings

Hi Enrique,

Please also include Patty, Bereket, Fabiola, and Bob, on copy.

Thank you,

Trent

On Tue, Feb 9, 2021 at 8:28 PM Trent Marchuk <trentchristopher@gmail.com> wrote:

> Hi Enrique,
>
> As requested, I am submitting this ask to be part of the meeting Chair Patti Trites will setup between the Applicant and Neighbors regarding the current proposal on the SWc of 40th St and Southern related to Z-35-20-8.
>
> We are optimistic that this Continuance will yield productive results whereby common ground may be found between the Applicant, Neighbors, and the City.
>
> Thank you,
>
> Trent Marchuk

Racelle Escolar

From: Trent Marchuk <trentchristopher@gmail.com>
Sent: Tuesday, March 16, 2021 1:40 PM
To: Racelle Escolar
Subject: Fwd: 40th & Southern: A Call for Healing
Attachments: 40th&Southern_3.09.21.pdf

Follow Up Flag: Follow up
Due By: Tuesday, March 16, 2021 4:00 PM
Flag Status: Flagged

Hi Racelle,

Pleasure talking with you today. Appreciate your guidance on the most productive way to proceed regarding discussing the case at 40th St and Southern Ave with the members of the Planning Commission.

Kindly ask that you forward the below email string and attachment to the Planning Commission members.

Also, please provide them my contact information below and signal to each of them that I would welcome discussing the merits of this case simply from a Planning perspective.

I have studied this proposal in great detail, talked with many neighbors, and have catalogued my learnings in an evidence-based manner. This may prove helpful as the Planning Commission strives to objectively understand elements of this case from a resident's perspective.

Any questions I cannot facilitate an answer in an objective manner, I would be happy to take an assignment and return and report back to the Planning Commission.

Thank you,
Trent Marchuk
602.499.9594
trentchristopher@gmail.com

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Tue, Mar 16, 2021 at 12:08 PM
Subject: Re: 40th & Southern: A Call for Healing
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>

Thank you Enrique. Appreciate the below.

See the presentation that was attached and you may see how the neighbors position has softened over time and our willingness to negotiate on density.

The existing C-2 has stipulations that appear to preclude residential development for this particular parcel. Stipulation #11 states any change to the stipulations for this parcel would need to come back through the SMVPC.

In the neighbors' concessions, we have signaled a willingness to explore some level of residential on the C-2 parcel. This is a concession, because in the past the neighbors were not open to residential on the c-2 at all.

We intentionally haven't indicated a specific density number for the C-2, bc we would like to understand the options and trade offs. Marcia's proposed stipulations from 2/9/21 may prove helpful, at least conceptually.

We figure a developer willing to collaborate in good faith would help us understand viable options on the C-2. Maybe straight retail, maybe straight multi family, maybe there is a mixed use retail/residential option. We may be open to higher density on those 7 acres, if the BAMP / MUA design standards were employed and the appearance of density were creatively ameliorated.

I *may* also be able to help the neighbors accept some creativity on the S-1 parcel, but would need a density transition from BHRE that is complementary from within the BAOD/MUA. The overall density for those 10 acres, tho would need to be lower than what would be acceptable on the c-2.

But, we are not developers and don't want to play that role. So, we need a developer to actually be willing to hear us, provide us options, and engage in some give and take.

The neighbors have stated (and reaffirm) a willingness to have these conversations with the applicant, but have been told by the attorney that the applicant will not discuss density with the neighbors.

Nonetheless, we remain willing to get creative and collaborate to find a mutually acceptable solution.

Best,
Trent

On Tue, Mar 16, 2021 at 11:50 AM Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov> wrote:

> Good morning Trent,
>
> How are you? So far my week is going well. Thank you for the attachment in regards to these two cases (I will add it to the case files).
>
> I am not sure if this has been considered, but the general plan land use designation of "Commercial" allows for multifamily uses (no specific cap on the density permitted). It looks like the attached presentation shows "Commercial" as a land use designation that the community could support, but just wanted to mention this information just in case it was not what the community vision is for the general plan land use map on this portion of the property.
>
> Here is the summary of the "Commercial" land use designation per the General Plan:
>
> 

Here is the summary of the “Mixed Use Agricultural” land use designation per the General Plan (which allows for some commercial uses):

Thank you,

[google.com]

[google.com]

Enrique Bojórquez-Gaxiola

Planner II – Village Planner

City of Phoenix

Planning & Development Department

Long Range Planning

200 W. Washington Street [google.com]

Phoenix, AZ 85003 [google.com]

Office: [google.com](602 [google.com]) 262-6949

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: Trent Marchuk <trentchristopher@gmail.com>
Sent: Monday, March 15, 2021 10:18 PM
To: Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>
Subject: Fwd: 40th & Southern: A Call for Healing

Hi Enrique,

How are you? Hope all is well.

Please add the below and attached to the case files for 40th and Southern.

Thank you,

Trent

---------- Forwarded message ---------
From: **Somos BuildBam** <somosbuildbam@gmail.com>
Date: Mon, Mar 15, 2021 at 9:30 PM
Subject: 40th & Southern: A Call for Healing
To: <somosbuildbam@googlegroups.com>

Hello Neighbors,

Last Tuesday, the SMVPC voted against the proposal at Southern and 40th St. The final vote was 11 to 8.

The next vote of consequence will be at the Planning Commission on April 1, 2021. Please mark your calendars; more details to come. Your voices of compassion and reason will be needed more than ever.

In the meantime, we feel that a message calling for Healing and of Hope is needed. Therefore, we will lightly touch on what happened Tuesday night, provide some updates, and humbly ask for your patience and continued support.

The situation Tuesday night was unfortunate. Demonstrably false accusations were haphazardly thrown around against the residents of South Phoenix. Threats were made to the physical well-being of village committee members and residents. A police report has since been filed. Other formal complaints have been lodged. The SMVPC Chairperson, a woman of unsullied integrity, resigned in protest.

By way of extending a figurative olive branch, it should be recognized that the Neighbors and the individuals who were activated in Support of the proposal are actually not at odds one with another. Concerns of equity, prosperity, and health are common denominators between both those who spoke in support and those who spoke in opposition to this particular proposal on Tuesday night.

The Neighbors cannot be upset with most of the Supporters, despite the harsh rhetoric that may have been employed, for they were unwittingly played to the advantage of the Applicant and to the detriment of South Phoenix.

The main arguments against this proposed development remain unaddressed by the Applicant. We implore the Neighbors not to get distracted by the unsubstantiated vitriol contrived by one or two bad actors.

Instead, Hope is found in maintaining the following items as our primary focus in united opposition to this proposal:

- Density,
- Density Transition, and
- The Governing Legal Documents (Precedent)

So acutely poignant are these three arguments, they were the genesis for the Continuance granted by the SMVPC on February 9, 2021.

Councilmember Garcia subsequently brokered two meetings to bring the Applicant and the Neighbors together to discuss these concerns. We are grateful that Councilmember Garcia took real action to promote the concept of a community united by bringing everyone together.

During those discussions, the pro-development Neighbors tangibly demonstrated a willingness to move on their position and we remain willing to further negotiate on the actual merits of Land Use and Density.

However, the Applicant remains intractable on the Neighbors' key concern of Density. The Applicant's attorney forcefully stated early in the meetings that he will not discuss Density with the Neighbors.

Instead of discussing the unresolved concerns of the Neighbors in a respectful manner, the Applicant's attorney has a documented track record of publicly (yet unsuccessfully) attempting to distract the neighbors with controversial issues, blatant misrepresentations, fallacy, and unsubstantiated allegations.

Regardless, we Neighbors must not allow ourselves to be distracted by theatrics, including what transpired Tuesday night.

We Neighbors must remain positive, logical, compassionate, and on point.

We Neighbors must choose Hope over hurt and Forgiveness over fear. Doing so extends beyond this proposal and speaks to our character as a Community.

The main points against this proposal continue to simply be:

- Density,
- Density Transition, and
- The Governing Legal Documents (Precedent)

See attached for details on these three points

To view the recording from Tuesday night, click here [cityofphoenixpdd.webex.com]. Recording password: mJ52JVJH. The conversation about the project begins at 1:30:18.

It is our sincere prayer that South Phoenix will seek - and find - Healing and Forgiveness following the travesty that transpired Tuesday night.

United we stand,

Raj Chatolla
Bereket Gebre-Egziabher
Trent Marchuk
Fabiola and Alonso Marquez
Patty McKinstry

somosbuildbam.org [somosbuildbam.org]

--
You received this message because you are subscribed to the Google Groups "somosbuildbam" group.
To unsubscribe from this group and stop receiving emails from it, send an email to somosbuildbam+unsubscribe@googlegroups.com.
To view this discussion on the web visit https://groups.google.com/d/msgid/somosbuildbam/CAMMm8biBqFnNXNSH%2BxeAkTC_JM58LqcBsf3M%3DnSt%3DwjF09syjg%40mail.gmail.com [groups.google.com].

40th St & Southern Ave:

A Neighborhood Collective's Perspective

March 9, 2021

Rezoning Application:	Z-35-20-8 & GPA-SM-1-20-8
Request:	BAOD (Farm or Ranch Residence, Baseline Area Overlay District) and C-2 BAOD (Intermediate Commercial, Baseline Area Overlay District) to PUD BAOD (Planned Unit Development, Baseline Area Overlay District)
Location:	~340 feet west of the southwest corner of 40th Street and Southern Avenue in Phoenix.
Assessor Parcel Nos:	122-79-019B and 122-79-019C, approximately 17.27 gross acres
Neighborhood Collective:	Patty McKinstry 3811 E. St. Catherine Ave. Phoenix, AZ 85042 602-421-6552 somosbuildbam@gmail.com

Agenda

- South Phoenix is Pro-Development
- Collective Response
- 3 Main Unresolved Concerns
- Proposed Solutions / Concession Evolution

South Phoenix is Pro-Development

Record of Development Support

Name	Rep	Support?	Notes
The Sanctuary (Z-35-20-8)	Withey Morris	**No**	Significantly imperils the Certainty and Character of the District and therefore the Baseline Area and South Mountain Village.
MPC Holdings / ELS (Z-8-19)	Gilmore	**Yes**	We offered objective suggestions that might resolve the differences between Applicant and other neighbors.
Rainer Place (ZA-216-20)	Withey Morris	**Yes**	Proposal sought to densify at NW corner of 32nd St and Baseline. We supported, because densification complied with the vision of the General Plan. We did formally request adjustments to landscaping setbacks.
Industrial Metal Supply (Z-23-20-8)	Withey Morris	**Yes**	We supported because it retains a local employer and the city's stipulations were impressive, even outside of the District. Due to proximity to the Sanctuary, we asked that a traffic study be conducted to look at both proposals together.
Remove Historical Preservation (Z-46-20)	Unknown	**Yes**	The collective supports removal of historical protections when it makes sense, as this proposal did.

Neighborhood's Record of Past Successful Collaborations

RAVEN GOLF CLUB PHOENIX

awakening seed school
INSPIRING INNOVATION SINCE 1977

AAA LANDSCAPE
AN UNDERWOOD BROTHERS CO.

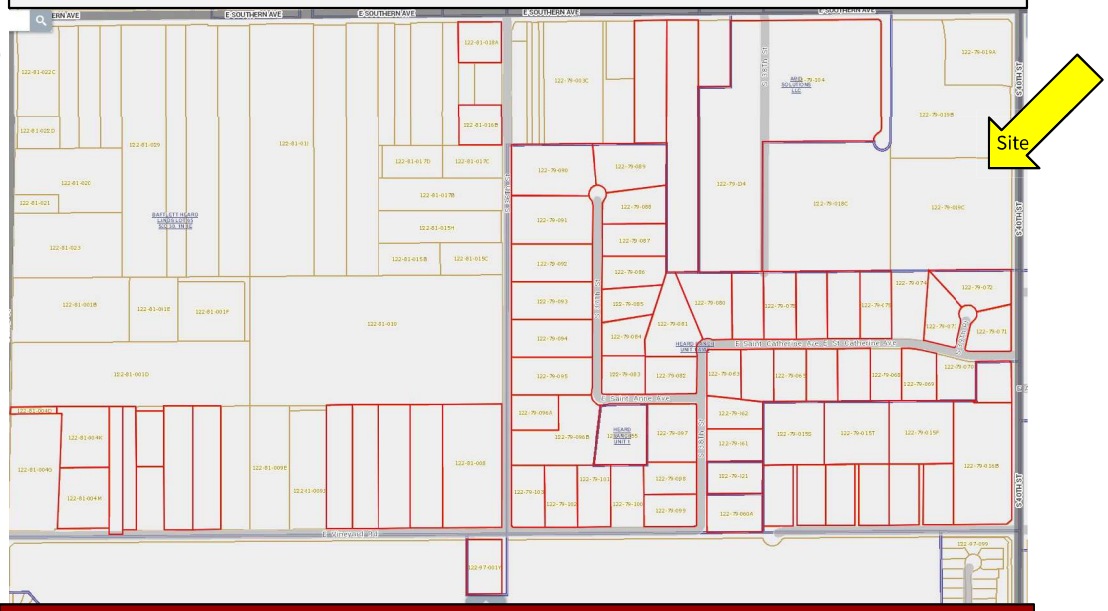
Walgreens

The LEGACY Golf Club

Since forming in 2020, we have supported 80% of all development proposals - incl high density.
Additionally, we have successfully collaborated with 5+ local developments.

Collective Response

***Legend**: Red outline indicates property has registered Active Opposition.*



Neighbors' Opposition Petitions (Property Owners)

	Sq Ft*	Acres	Parcels
Adjacent & Contiguous	4,580,072	105	58
Additional Neighbors	+1,292,318	+ 30	+ 18
Total	5,872,390	135	76

- **94.5%** of property owners to the South have signed the Opposition Petition
- Many opposition letters received from throughout the South Mountain Village and the Laveen Village

We hope this dispels any prior misrepresentation counter to the following points:

1. The neighbors are in Opposition; this proposal is shockingly out of conformance with the General Plan with no explanation as to why.
2. The proposal's impact to the South Mountain Village sets a destabilizing precedent to our community.
3. We have consistently represented the views of many residents.
4. We remain hopeful and open to remedying this proposal.

This project has unified 94.5% of the property owners to the immediate south.
Opposition extends throughout the South Mountain Village.

3 Main Unresolved Concerns

1. Density

a. Spot Zoning; the subject property is Hard Zoned C-2 w/ stipulations and S-1

b. The proposal represents a 1,830% du/acre increase over the current, legal hard zoning.

c. The Neighbors' ideal vision is to retain the C-2 as well as upgrade the S-1 to RE-35.

2. Density Transition

a. Density Transition should be derived from within the Baseline Area Overlay District (BAOD)

b. Lacks appropriate density variation, buffer space, and interior setbacks

c. Due to the trend towards convoluted PUDs, the neighbors strongly prefer hard zoned categories.

3. Precedent

a. The General Plan and the Baseline Area Master Plan (BAMP) are Legal Documents

b. The General Plan was approved by 75% of the voters and is the Law

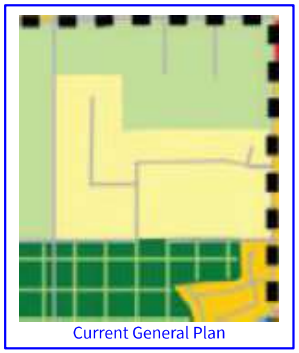
c. This is an experimental product and the impact to the entire Village would be net negative.

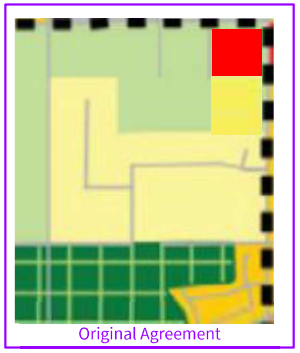
The principal unresolved concerns are:
Density, Density Transition, and Precedent.

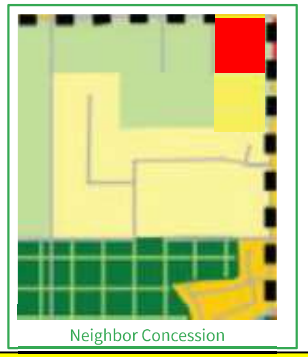
Proposed Solution / Concession Evolution

Option	Current Hard Zoning		Original Agreement		Neighbor Concession	
Parcel	North Parcel	South Parcel	North Parcel	South Parcel	North Parcel	South Parcel
Hard Zoning	C-2 w/ Stipulations	S-1	C-2 MUA w/ Stipulations	RE-35 MUA	C-2 MUA w/ Negotiated Stipulations	R1-18 MUA
Density Allowance (du/acre)	0	1	0	1.10 (1.32 bonus)	0+	1.95 (2.34 bonus)
General Plan Categories	MUA	MUA	Commercial MUA	1 to 2 du/acre MUA	Commercial MUA	1 to 2 du/acre MUA
Approx. Acreage	7.25	10.02	7.25	10.02	7.25	10.02
Dwelling Unit Sub-Total	0	10	0	14	0+	23
Dwelling Unit Total	10		14		23+	
Narrative	The current, legal hard zoning on this land is 10 units for the entire 17 acres. This is what is currently legally permissible.		The original agreement was to upgrade the S-1 to RE-35 and for needed Retail and/or Services on the north parcel . *Any changes to the existing stipulations require review by the SMVPC. (See Stip #11)*		The Neighbors are willing to densify the south parcel further (up to R1-18). And we are willing to negotiate the existing stipulations on the north parcel, including exploring the addition of residential thereon.	




Current General Plan


Original Agreement


Neighbor Concession

The neighbors are willing to get creative, especially on the C-2 parcel.
Please, work with us.

Thank you

Racelle Escolar

From: D in AZ <darcy3535@gmail.com>
Sent: Monday, March 22, 2021 8:03 PM
To: D M
Subject: Opposition to Z-35-20-8 and GPS-SM-1-20-8 (40th & Southern)

Dear Council Members,
As a resident in South Mountain, I oppose the high density that is proposed for 40th & Southern. Please support the property owners that actually live in this area instead of outside interests who are just in it for the most money and not the well being of the area. As someone who also drives past this intersection 2 - 4 times a day, high density will also bring more traffic on this already busy intersection. Your committee's decision not only impacts this corner but the surrounding communities of South Mountain and Laveen.

Thank you for your time in reading this and your attention to the neighbor's concerns,

Darcy Meyer
3535 W Bohl St,
Laveen

Racelle Escolar

From: Blake Peterson <blakepeterson@cox.net>
Sent: Monday, March 22, 2021 1:18 PM
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; Racelle Escolar; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject: Case Nos. Z-35-20-8 and GPS-SM-1-20-8

To Whom it May Concern:

I oppose Z-35-20-8 and GPS-SM-1-20-8 for the following reasons:

The density is much too high for this area of the city

This project does not conform to the General Plan, setting a precedent that will negatively impact the South Mountain Village well beyond these 17 acres.

The neighbors do not want this development…….Documented neighbor opposition to this project is vast.

There are more appropriate alternative options available for this land with a much lower density.

Thanks, Blake

Blake Peterson, CPA
6236 S 37th Street
Phoenix, Arizona 85042
Phone: 480-829-0509
Fax: 480-829-0055
blakepeterson@cox.net
blakepetersoncpa.com

March 24, 2021

Phoenix Planning & Development Department
Zoning Section
200 West Washington, 2nd Floor
Phoenix, AZ 85003

RE: **Case Nos.Z-35-20-8 and GPS-SM-1-20-8 40th Street & Southern**

Greetings Zoning Committee Members:

Thank you for your service on this important committee. We appreciate your public service and commitment to hearing from citizen stakeholders to ensure that communities in Arizona can continue to thrive. We are writing to voice our opposition to the development of multi-family rental housing proposed. The proposed plan is too dense and would have a negative impact on our community and way of life.

We have lived in the Heard Ranch area since 1976. When we moved to his area from downtown Phoenix, there were citrus orchards and cotton fields north of us. To the south, were the Japanese American flower gardens. When you got off the Interstate 10 Freeway at 40th Street, it was noticeably cooler given the fields of cotton, citrus, and flowers. Our neighborhood was, and remains today, a popular destination given the open spaces and the ability to maintain livestock and grow food. Our community includes riding trails and tree-lined streets that are popular with visitors to the Legacy resort to our west. Many walkers remark on the friendly and open nature of our neighborhood.

Over the past 45 years, much progress has evolved the landscape. We now have golf courses and schools rather than cotton fields and flower gardens. Some of the unique features of our area are now gone. But we believe that our open and friendly community is the last hope of continuing the agricultural feel of the South Mountain area. We should be able to continue to welcome families into our neighborhood who seek out that rural lifestyle. The environmental and social-emotional benefits to families are great, and we welcome the opportunity to build more homes like ours so that more can have the opportunity to experience this type of community.

Residents of the current proposed planned dense community would have to negotiate the challenges of living up again a more rural neighborhood. They would likely be very unhappy with the noises, smells, flies, and mosquitos that having farm animals entails. We would welcome a less dense proposal that would allow us to open our community to families that choose this way of life. Further, we expect that this zoning change would start at the intersection of the proposed site and continue down the southside of Southern Avenue hemming in our area and eventually push us out. Rather, we propose that the site be used to increase the opportunities for individuals that provides a unique way of life. We believe that

maintaining the current zoning conditions would encourage developers to create more opportunities for Arizona residents to have options for raising their families.

In the March 23, 2021 *Arizona Republic* mentioned another South Phoenix developer, Lee Mashburn of Pivot Development saying, *"If you do a project and ignore the neighborhood, it is not going to be a success."* The South Mountain Village Planning Committee rejected this proposal and we ask that the Planning Committee also reject this plan.

Thank you for your consideration of our appeal.

Deirdre & Randy Irvine

3802 East Saint Catherine

Phoenix, AZ 85042

(602) 437-2688

From:	Lu Ann Winters
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; Racelle Escolar; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	Opposition to 40th & Southern (Z-35-20-8 and GPS-SM-1-20-8)
Date:	Tuesday, March 23, 2021 6:36:15 PM

To the Mayor and council members for districts in the South Mountain Area:

I am a concerned citizen in the South Mountain area. I am concerned about the above project due to the high density it would create in our neighborhood that is already too dense with all the apartments and condos in the area. The traffic is already past capacity as it is right now let alone if we added more dense housing to the area. This project does not conform to the General Plan for the area, setting a precedent that will negatively impact the South Mountain Village well beyond these 17 acres.

Please do not let the beauty of our South Mountain area be destroyed with over development.

Thank you,

Lu Ann Winters
3434 East Baseline Road, #323
Phoenix, AZ 85042

Racelle Escolar

From: Catherine Pliess <cpliess@gmail.com>
Sent: Thursday, March 25, 2021 1:21 PM
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; Racelle Escolar; Enrique A Bojorquez-Gaxiola; Somos BuildBam
Subject: Opposition to 40th & Southern (Z-35-20-8 and GPS-SM-1-20-8)

Dear Community Leaders,

I write to you today in opposition of a planned rental housing development at 40th and Southern.

I would like to formally register my opposition to the project at 40th & Southern (Z-35-20-8 and GPA-SM-1-20-8. This project is **NOT** in keeping with the land use and zoning as outlined in the Baseline Master Plan and it will not be a compliment to the area. As a homeowner in the area, I bought in the South Mountain area in 2018 for the rural and relatively agricultural flavor of the area. For being such a short drive to downtown Phoenix, South Mountain offers a connection to the past history of rural Phoenix. The South Mountain area has wonderful potential to be a successful area with a focus on agriculture, a connection to our food sources, a connection to our past and an area that celebrates our beautiful South Mountain Park.

We need projects that are approved not just for the sake of developing unused land, but for mindful, meaningful intent that will assure the area growth in a way that preserves and protects our unique features. This proposed high density rental project will not support these important attributes of Phoenix and is not in keeping with the master plan or current zoning for this area. This project does not accomplish any of those items. For the developer this is nothing but a cash cow.

During the meetings I attended, many neighbors opposed this project for the same reasons outlined above. At the last meeting, the lawyer provided folks in favor of this project, but respectfully, I do not believe that they were actually homeowners or stakeholders from the area or even people who live in this area. They sounded as if they were reading from a script provided to them. When asked for their addresses they refused. Some of these folks tried to paint a picture that opposition to this project was racially motivated. Not only was that insulting but it could not be further from the truth. Everything is NOT about race. The South Mountain area is currently and historically culturally and racially diverse. It is one of our points of pride and one of the reasons I chose to purchase a home here. Current area residents do recognize that social equity is an integral part of sustainability and preserving the integrity of the South Mountain area and its existing Master Plan.

I recognize that we are in a housing shortage and the need for affordable homes and rental homes is great. I attended (virtually) both meetings where the lawyer for the project presented this proposal. The lawyer sure did try to ring all the important bells by promising affordable homes for teachers, previously incarcerated people and other special need populations (I still don't understand why he kept grouping teachers with ex-convicts). He spent a lot of time talking about these special units and yet at the end of the day it was only for 3 units. Talk about gaslighting. He also went on about waived application fees and background checks. I have been a renter prior to buying my home in 2018 and I think that application fees and background checks are needed and should not be waived. It was my understanding that this was law anyway. The lawyer was adamant about calling this project to be affordable housing, yet the proposed rents are not affordable. They are higher than my mortgage payment. The lawyer also went on about offering a community garden and that they would teach the residents to grow their own food, this to me sounds like more smoke and mirrors. How would this be enforced? What happens when no one wants to care for this garden? Gardening in Phoenix is not a simple task. Are they going to pay someone to keep it? My view is that in less than 6 months this promise would be broken and it would be a bunch of weeds. I think this entire project will be a bunch of broken and unenforceable promises.

If the developer were really looking to provide affordable homes to benefit a low-income population, they would create a housing development with low-cost homes for sale and offer special funding incentives partnered with city grants. They could also provide single family homes on a decent sized lot that matched the rest of the existing community and were in keeping with the current master plan. Have they explored a public-private model that could be shared with other planning agencies as it relates to the working relationship between stakeholders and the developer? When you compare this to the award-winning Cooper Leaf project it falls very short of the goals and strategy used for that successful in-fill project.

This proposal and its non-conformance to the General Plan, sets a precedent that will negatively impact the South Mountain Village well beyond these 17 acres and the future zoning. A project such as this would be much better served to be closer to the new rail extension on Central, being close to the rail would make way more sense and would encourage more riders, actually eliminating traffic concerns associated with this location. Has the developer considered working with the anticipated future Transit Oriented Development (TOD) to provide housing possibilities to ensure ridership?

South Phoenix is in many ways a vulnerable area as it currently is made up of too many rental and high-density areas. Those in rental developments are not property tax payers and often do not have care or long-term thoughts on the area and how projects like this negatively affect tax paying homeowners. This project is also a detriment to the heavy traffic already a problem in the area. Baseline Road and Southern Avenue on a weekday between 1pm and 7pm is often bumper to bumper even in this lower traffic pandemic times, this proposed project that does not conform to the city plan will only make this phenomenon worse. I cannot help but wonder if this project, that is so different from the current approved use would even be considered if was proposed in a different area? Please respect the Master plan and the property taxpayers of this area. Do not support or approve this plan, please do not change the zoning for this parcel. Please respect the South Mountain area.

Kind Regards,

Catherine Pliess
7839 S. 27th Way
Phoenix, AZ 85042
480.824.8951
cpliess@gmail.com

Racelle Escolar

From: Tod Hegstrom <tod.hegstrom@gmail.com>
Sent: Friday, March 26, 2021 1:37 PM
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; Racelle Escolar; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject: SE Corner 40th St & Southern - Zoning Change Request - OPPOSED

To All -

Proposal: Zoning Change Request at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)

My Position: **OPPOSED** to the above cited zoning changes.

Significant time and effort has been placed, by dozens of South Phoenix residents, into constructing the plans for the South Phoenix area. And more specifically to the Baseline Corridor.

Obviously things change and the plans can change. However, the plan has NOT changed. And the citizens of South Phoenix are overwhelmingly opposed.

The zoning request is not consistent with the existing and approved plan and the zoning change request **significantly** changes the use. **High Density Residential.** The purpose for zoning is for those that are currently living in an area of Phoenix AND for those wanting to move into an area of Phoenix. The zoning establishes what you can expect to grow up around you over the coming decades. You make an investment in a home and you depend on the zoning and the plans that have been developed to provide the proper guidance. Not only the guidance to you when you are buying, but the guidance to the city administrators moving forward.

We've lost the **flower gardens**, we've lost the **citrus groves**, we've lost the **cotton fields**. We've been inundated with so many apartment complexes and high density housing (especially in the Baseline Corridor) ... and it has to **STOP**. And this location is certainly NOT the location for high density residential.

Yes, I remember all of those wonderful and beautiful attributes of South Phoenix. I've lived in South Phoenix for over four decades. My spouse was born and raised in South Phoenix. Our kids grew up in South Phoenix, and our kids did NOT move away ... our grandkids are now growing up in South Phoenix.

I know what we had, I know what we have. A lot has changed. The current zoning for this area should not be changed. Especially not while being opposed by the residents.

Stop it here. Stop it now.

Respectfully Submitted,

- Tod

Tod Hegstrom
602.758.5855
16th St & Southern Area

- ***Psalms 37:5*** **|** *Commit thy way unto the LORD; trust also in him; and he shall bring it to pass.*

- *"Right is right even if no one is doing it; wrong is wrong even if everyone is doing it."*
  - *St. Augustine/Augustine of Hippo*

- And, for the Geeky types:
  - There's no place like 127.0.0.1
  - There are 10 types of people in the world: those who understand binary, and those who don't.

Racelle Escolar

From: Raj Chotalla <raj.chotalla@gmail.com>
Sent: Saturday, March 27, 2021 1:08 PM
To: PDD Planning Commission
Cc: 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; Racelle Escolar; Enrique A Bojorquez-Gaxiola; Somos BuildBam
Subject: Opposition to Southern and 40th St proposed development

Dear Planning Commission - I am writing as a concerned resident of the Bartlett Heard ranch area and oppose the proposed rezoning and development request per Z-35-20-8 and GPS-SM-1-20-8.

I would like to share my story on deciding to live in the area. We were looking for a property for our multi-generation family to live in which would offer a big yard/big trees/flood irrigation to grow our own vegetables/fruits in a rural setting. We looked for over a year and a half to find the right place. When we saw Bartlett Heard ranch and its S1 zoning per city ordinances 9as shared by our realtor) we were drawn to it. We were sure to have found our dream neighborhood with the information we had. We ended up bidding for a couple of houses in the area and finally bought the current house about two years ago and invested our life's saving in this new home to remodel.

We are disturbed to find out that the zoning in our back yard is being changed and also the proposed residential development being a very dense use (over 1800% denser usage than what is allowed with current zoning)

I and my wife have signed the formal opposition of this application from this neighborhood which included about 95% of residents in the area who are of the same opinion. I would request the Planning Commission to reject this application. A more reasonable density/density transition should to be adhered to for a new development on this 17-acre property and that would be in line with city general guidelines for this area.

Rgds

Raj Chotalla 480-275-1801
3840 E Vineyard Road
Phoenix AZ 85042

Racelle Escolar

Subject: FW: Opposition to 40th St and Southern (Z-35-20-8 and GPS-SM-1-20-8)

From: Sandy Bawden <skb5775@gmail.com>
Sent: Sunday, March 28, 2021 8:55 PM
To: Mayor Gallego <mayor.gallego@phoenix.gov>; Council District 1 PCC <council.district.1@phoenix.gov>; Council District 2 PCC <council.district.2@phoenix.gov>; Council District 3 PCC <council.district.3@phoenix.gov>; Council District 4 <council.district.4@phoenix.gov>; Council District 5 PCC <council.district.5@phoenix.gov>; Council District 6 PCC <District6@phoenix.gov>; Council District 7 PCC <council.district.7@phoenix.gov>; Council District 8 PCC <council.district.8@phoenix.gov>; Racelle Escolar <racelle.escolar@phoenix.gov>; Enrique A Bojorquez-Gaxiola <enrique.bojorquez-gaxiola@phoenix.gov>; Somos BuildBam <somosbuildbam@gmail.com>
Subject: Opposition to 40th St and Southern (Z-35-20-8 and GPS-SM-1-20-8)

Phoenix Planning & Development Department
Zoning Section
200 West Washington, 2nd Floor
Phoenix, AZ 85003

Hello,

We are writing in opposition to the proposed development at 40th St and Southern (Z-35-20-8 and GPS-SM-1-20-8). We are native Phoenicians. Our extended family has lived in the South Mountain Village since 1973 and our immediate family has lived in the Bartlett-Heard neighborhood since 1988. We have seen many changes over the years; from flower gardens and citrus groves to housing developments, retail and commercial properties, golf courses and resorts.

We are not opposed to change, but we are opposed to change that is not beneficial to the area and is in non-conformance to the General Plan that will set a precedent negatively impacting the South Mountain Village well beyond these 17 acres. The density is too high and does not provide an appropriate density transition. The majority of the neighboring property owners are against this proposal.

We respectfully ask that you vote NO on Items 5 & 6, Applications Z-35-20-8 and GPS-SM-1-20-8.

Sincerely,

Thom and Sandy Bawden
3232 E Vineyard Rd
Phoenix, AZ 85042

From:	Trent Marchuk
To:	Racelle Escolar; Enrique A Bojorquez-Gaxiola
Cc:	Pattihoash@gmail.com; Patty Mckinstry
Subject:	Re: Minutes from SMVPC March 9, 2021, GPA SM-1-20-8 and Z-35-29-8
Date:	Sunday, March 28, 2021 11:15:04 PM
Attachments:	12.17.20 - General Request_ Housing Phoenix Questions.pdf 02.04.21 - Support_Petition Signatures_01-26-21.pdf (Z-35-20-8 and GPA-1-20-8).pdf

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Hi Racelle and Enrique,

Please make the following edits in the meeting minutes for the 3/9/21 SMVPC meeting regarding Z-35-20-8 and GPA-1-20-8. Reference email reproduced below; I literally wrote the content real-time and read it during my portion to speak and then emailed it to Enrique that same night.

Of the requested edits / clarifications that will not be made, please advise justification.

Enrique - Please add this correspondence to the case file.

Racelle - kindly request that you forward this email to the Planning Commission members in supplement to the meeting minutes.

Edit #1

- Currently written:
  - Trent Marchuk asked the following questions:
    - How does this project meet the Housing Phoenix Plan?
    - Can you confirm the accuracy of the information provided?
  - Mr. Morris responded that the project brings housing that is affordable to the area and confirmed the information submitted to the committee was accurate.
- Requested clarification:
  - Trent Marchuk asked the following questions:
    - What specific Phoenix Housing Policy Initiative(s) does this project advance? (See starting on p 14)
    - Can you confirm the 251 signatures submitted in support are legitimate?
  - Mr. Morris responded
    - that the project brings housing that is affordable to the area
    - confirmed the information submitted to the committee was accurate
  - Trent Marchuk stated:
    - The City of Phoenix represented to the residents that no specific Phoenix Housing Policy Initiative is advanced through this project. (Reference attached email dated Dec 17, 2020)

Edit #2

- Currently Written
  - Trent Marchuk discussed his appointment, vote and the discussions with the applicant. Land use and design are principles that need to be considered and discussed the correspondence submitted by the applicant. He addressed the issues with enforcing the voluntary stipulations proposed by the applicant.
- Requested Clarification

- Trent Marchuk made the following statements
  - Section 2.D.4.g of the Ethics Handbook states he has no conflict of interest voting on this project.
  - The main concerns of the neighbors are Density, Density Transition, and the Precedent to the General Plan.
  - The Applicant has introduced an artificial polemic and misrepresented the opposition to galvanize rather than work with the neighbors
  - The pro-development neighbors have made concessions in their negotiation position willing to creatively densify beyond the legal hard zoning; yet the applicant has remained intractable.
  - On Feb 4, 2021, multiple discrepancies with the support signatures submitted by the applicant were provided to the city, including one purported forgery and many other documented misrepresentations. (reference attached email dated Feb 4, 2021)
  - Existing stipulations on the C-2 parcel preclude residential development; any change to those stipulations must be brought to the SMVPC.
  - This project is not affordable housing; nearby comparables go for a 20% premium over average rent within a two mile radius.
  - A broker who regularly lends to this product type, classified this specific proposal as "predatory development."

Respectfully submitted,
Trent Marchuk

---------- Forwarded message ---------
From: **Trent Marchuk** <trentchristopher@gmail.com>
Date: Tue, Mar 9, 2021 at 11:06 PM
Subject: Remarks 3/9/21 SMVPC
To: Enrique Bojorquez <enrique.bojorquez-gaxiola@phoenix.gov>
Cc: Patti Trites, Southern Hills HOA <pattihoash@gmail.com>

Hi Enrique,

For the meeting notes, below follows the remarks that I read tonight.

Respectfully submitted,
Trent Marchuk

Thank you for the opportunity to speak. As many know, I have been involved in this proposal since July 2020. I have studied this proposal and educated my fellow neighbors on what I have learned. I have advocated against this matter before the board today and have publicly stated that I would not support this matter.

I was appointed to the SMVPC by Sal DiCiccio because of my involvement in this proposal. Section 2.D.4.g of the Ethics Handbook states I have no conflict of interest.

The main concerns of the neighbors are Density, Density Transition, and the Precedent to the General Plan. That's it. The disregard for and destruction of the General Plan was the only thing compared to cancer. Land use and Design is what the Village is charged to protect.

The Applicant has introduced an artificial polemic and misrepresented the opposition to galvanize and distract rather than working with the neighbors that opposed the project. There is a documented catalog of interactions between the neighbors and the Applicant.

The pro-development neighbors have shown a willingness to move on their density position to creatively entertain further densification relative to how the land is legally hard zoned. The applicant is asking for 1,830% increase relative to the current, legal hard zoning. Current Hard Zone is 10 units for the entire 17 acres. The applicant asks for 193. That is 1830% increase.

Stipulations on the C-2 north parcel precludes residential on those 7 acres. Per stipulation #11, that cannot be changed unless brought before the SMVPC.

It's important to note that the neighbors have offered to consider high density on the north parcel and the south parcel would densify relative to hard zoning as well.

It's also important to note that opposition is shared across racial and ethnic lines, as Bereket mentioned. One or two people were asked to represent the diverse constituency in opposition.

However, the Applicant has been intractable on land use and design, specifically on Density.

On Feb 4, 2021, many discrepancies with the submitted signatures were provided to the city. The details are in the case file, including one purported forgery and findings of misrepresentations amongst other discrepancies. If they are willing to submit irregularities to the city and the community regarding submitted signatures, they are willing to say anything to get this project approved.

As a bishop with stewardship over a community of congregants between Central and 40th St and the River and the Mountain, I have personally helped formerly incarcerated individuals get back on their feet. I agree they deserve a second chance. This project does not guarantee they will be helped, because the promised items are not enforceable. Many in opposition may have very well been deceived by the very demographic they passionately, and in some cases rightfully, resent.

What is known is that comparable single family rentals range from $1300 for 1 bedroom, $1600 for 2 bedrooms, and $1900 for 3 bedrooms. These are at least 20% higher than the avg rental rates within a 2 mile radius. Students and formerly incarcerated people cannot afford this. This project will have a displacement effect.

The best description I've heard yet about this proposal is embodied by the phrase, used by a broker who regularly lends to this product type, "This is predatory development."

Therefore, I cannot support this proposal

Racelle Escolar

From: Tina Behrens <tina.leadbetter@outlook.com>
Sent: Monday, March 29, 2021 2:30 PM
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; Racelle Escolar; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject: Opposition to 40th & Southern (Z-35-20-8 and GPS-SM-1-20-8)

I am writing to ask the Planning Commission to deny the proposal for The Sanctuary, Case Nos. Z-35-20-8 and GPS-SM-1-20-8. As a proximate neighbor, I believe this project is not right for this parcel. It is too high in density, doesn't allow for appropriate density transition, and most importantly, doesn't conform to the General Plan. Approval of projects that don't meet this standard set a negative precedent for future projects and application. As an area resident that has spent years trying to keep the South Mountain Village from falling prey to developments who chip away at the edges of this critical, citizen-driven Plan, this is very disheartening.

The owner of the parcel in question this time has promoted developments on this land for some time. They continue to push projects to which the neighborhood has voiced their opposition. Interaction with the neighbors appears to have become grudging – a step they've had to take to "satisfy" planning committee & neighbor requests to work something out. Further, there has been questionable (and sometimes shocking) evidence produced of "neighborhood support". The South Mountain Village Planning Committee has supported the community by denying the request for proposed development. If the owners are unwilling to work out good alternatives, I strongly suggest they market the parcel to those who will. (The parcel was willed to the current owners many years ago, who have not focused on marketing the land properly.)

I urge you to give the General Plan the credence it rightfully deserves as a taxpayer approved plan, and deny this project which does not conform.

Sincerely,

Tina Leadbetter
3268 E. Vineyard Rd
Phoenix, AZ 85042

Racelle Escolar

From: Karen and Sue <sbeyer3582@aol.com>
Sent: Tuesday, March 30, 2021 7:42 AM
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; Racelle Escolar; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com

Please enter this response into the record.

Phoenix Planning Commission Case Number:
GPA-SM-1-20-8 & companion Case Z-35-20-8.
Re: The “Sanctuary At South Mountain” purposed development at the Southwest corner of Southern Avenue and 40th Street.

Submitted by Karen Mischlispy Home Address: 3818 E. St. Catherine Avenue, Phoenix, AZ 85042

I am opposed to the "Sanctuary At South Mountain" development because: a.) it does not meet the Baseline Master Plan, b.) the density for this development is too high for this area, c.) impact to future development along Southern Avenue from 40th Street to 24th Street, d.) high density development creates issues with traffic, parking for staff, visitors, and guests, and e.) the continued pressure to change and or modify the Zoning and General Plan Amendment is not appropriate for this area. This high-density development would be better located closer to Central Avenue to allow direct access to the light rail. I am concerned with the developer's fast-tracking effort to send this negative development through the city process during a pandemic. This is vital to my future neighborhood and community. The Baseline Master Plan identified the need to retain the historical significance for future development.

I have lived and worked in the area most of my life. I have seen many changes some good and some not so good. I want the corner of 40th Street and Southern Avenue to be developed appropriately to the area. I am asking the Phoenix Planning Commission to follow the recommendation of the South Mountain Village Planning Committee and **denied** the request for proposed development of the 40th St & Southern Property.

Thank you,
Karen Mischlispy
home phone: 602 438-2928

Racelle Escolar

From: M Bontrager <ivoryhoofranch@gmail.com>
Sent: Tuesday, March 30, 2021 8:41 AM
To: Monique Bontrager
Cc: 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; Racelle Escolar; Enrique A Bojorquez-Gaxiola
Subject: Opposition to 40th & Southern (Z-35-20-8 and GPS-SM-1-20-8)

To whom it may concern,

I urge you to deny this proposal, the main land use concerns continue to be high of density; inappropriate and non-conformance to the general plan and setting a precedent that will negatively impact the South Mountain Village well beyond these 17 acres. It will add further traffic to the area and there is not one grocery store or restaurant within 2.0 miles of the proposed site.

The neighbors do not want this development.

Our family has lived in the Bartlett Heard neighborhood for more than 15 years, rebuilt our home with pride and dedication to adding value to South Phoenix neighborhoods and do not think a development of that nature to be built on that site.
Thank you,

Monique Bontrager
6401 S 37th str
Phoenix Az 85042
602 770 4526

Racelle Escolar

From: Patti Trites <pattihoash@gmail.com>
Sent: Tuesday, March 30, 2021 4:34 PM
To: PDD Planning Commission; Racelle Escolar
Cc: Enrique A Bojorquez-Gaxiola; Joshua Bednarek
Subject: Planning Commission April1st - Comment
Attachments: PTrites PlanningCommission comments 040121.pdf; 030821 Mass Libaz posting.pdf; 030821 MassLbAZ Instagram Post and links.pdf; MassLib AZ registered agent Joe Larios.png

Dear Josh and Racelle,

Hope you are well.

Please make sure that my comments for Item 5 GPA-SM-1-20-8 and Item 6 Z-35-20-8 are sent to the Planning Committee Members for the April 1st meeting.

I am also attaching supporting documentation. Please make sure it goes with my comments. My comments are on the document 'PTrites PlanningCommission comments 040121'.

Agenda Item #5 GPA-SM-1-20-8 along with companion case
Agenda Item #6 Z-35-20-8 Sanctuary at South Mountain PUD
Located at: SW corner of 40th Street and Southern Avenue

Please take the time to review my attached comments and the other attachments.

I ask the Planning Committee to please oppose this development at this location. I remain available to answer any questions you may have: 402.213.7126 or pattihoash@gmail.com

Thank you and please stay safe,
Patti Trites

Patti Trites cell 402.213.7126 email: pattihoash@gmail.com

March 30, 2021

Dear Planning Commission,

For the COP Planning Commission April 1, 2021
Agenda Item #5 GPA-SM-1-20-8 along with companion case
Agenda Item #6 Z-35-20-8 Sanctuary at South Mountain PUD
Located at: SW corner of 40th Street and Southern Avenue

My name is Patti Trites. I reside at 2421 West Hayduk Road in South Mountain Village in Phoenix Arizona. I am speaking as a resident of South Mountain. *I am in Independent and have not taken 1 cent or any promises for any votes, ever. I do not run or belong on any board of any non-for-profit organization.*

I oppose this project at this location. It is the wrong location for this project. Please vote against these cases.

My reasons for opposing are:

1) Proposed increase density not compatible to immediate neighbors and their investment;

2) Past promises made by the land owners when C-2 was granted have not been kept;

3) New promises made to the Mass Lib AZ group as posted on their Instagram Account by current Developer's Attorney are not enforceable. The COP Staff stated this during the March 2021 SMVPC meeting.

4) The SMVPC and Councilman Garcia repeated requested the Developer's Attorney, Jason Morris, to compromise/negotiate with the neighbors was never done.
    a. The SMVPC asked Jason Morris several times during the presentations in 2020 to negotiate with the neighbors.
    b. A continuance was granted at the February 2021 SMVPC so that Jason Morris could negotiate with the neighbors.
    c. Prior to the March 2021 SMVPC meeting, I had spoken to both Jason Morris and the neighbors. Both said they would compromise.
    d. Councilman Garcia arranged a March 4th conference call with Jason Morris and the neighbors to find a compromise.
    e. Jason Morris and his client, the Developer, did not compromise or negotiate during this meeting March 4th. They would not move on the density from their 11 du/acre and keep them as rentals. The neighbors would have negotiated to 5 per acre of owned, not rented, properties.

5) After the March 9th, 2021 SMVPC Meeting, I discovered that developer and Jason Morris instead met with two South Mountain Village Committee members, Joe Larios and Matt Aguilar, after the meeting with Councilman Garcia. This meeting took place after the 4th but before the 8th of March.
   a. This meeting was validated by Alan Stephenson to me, as he spoke to Jason Morris.
   b. The messaging on the Mass Lib AZ Instagram Page/Facebook page changed. It encouraged members to register to speak in support of this project due to the promises made by the attorney for the developer, Jason Morris.
   c. **A snapshot from the Instagram Account of Mass Lib AZ:**



This Tuesday, the South Mountain Village Planning Committee, a board made up of members appointed by the mayor and city council to make decisions on land use in South Phoenix, will be voting on a housing project on 40th Street and Southern Ave. The developers have agreed to mitigate harms of displacement and gentrification in South Phoenix, **ensuring accessibility** to formerly incarcerated community members by:

- Changing the screening process by ending automatic disqualification for a prior record
- Refunding all application fees if someone with a record is disqualified
- Prioritizing housing for South Phoenix residents by waiving application fees for local residents or returning residents
- Creating urban farming space in partnership with local food justice organizations
- Providing 3 units total at 50% rent for a period of three years exclusively for frontline workers and formerly incarcerated residents
- Continuing to be in partnership with local orgs to create an inclusive community with inclusive design

Unfortunately, local homeowners associations, property interests, and NIMBYs are **organizing to deny** this project because they believe these types of rental properties will **bring the "wrong kind of people"** to the neighborhood.

We need your support to **disrupt** the coded racism and classism that dominates the development process and causes racialized displacement. **Help us demand that the City of Phoenix and the SMVPC put people over property and create the housing we need!**

   d. It bears repeating, these 'promises' are not enforceable by the City. There is a false sense of hope by the supporters. When they realize it will not happen, the developer and their attorney will be gone.

6) IMPORTANT: Please be aware that these two members of the South Mountain Village Planning Committee, Joe Larios and Matt Aguilar, are founders of non-for-profits. That is the source of their income. One of those is the Mass Lib AZ Group, for former incarcerated people. Joe Larios is listed as the registered agent for this group.
7) ***Exchanging Votes for FAVORS/PROMISES from any developer, or their representative, of your non-for-profit group on any project – IS WRONG and UNETHICAL.***

The March 2021 SMVPC Meeting was very emotional. Threats and intimidation are not the way to gather votes for a project.

Freedom of speech is a great freedom. No resident of Phoenix, or South Mountain, has the right to threaten or incite violence if their views are not agreed upon by any Village or Planning Commission.

The Mass Lib AZ group was told, they posted it on the web, and Jason Morris 'promised' them unenforceable stipulations to gather the vote of these SMVPC Members. This group spoke with great passion believing that the SVMPC did not approve of them if we did not vote in favor of this project. ***Nothing can be further from the truth. I, for one, have signed several of the Mass Lib AZ Petitions in the past.***

The developer never compromised or negotiated with the neighbors.
This project is not Affordable Housing.
This project has too much density for the area.
The commitment made by the landowner when the C-2 zoning change was made is not being kept.
This project must follow all the Federal Housing Laws. Period.

I felt threatened by the name calling and remarks made directly at me during the March 2021 SMVPC meeting; that I filed a Police Report # 2021-396297 and resigned from the SMVPC. *The meeting's recording is on file with the city. Please take the time to listen to it , if you need validation.*

I ask the Planning Committee to please oppose this development at this location.

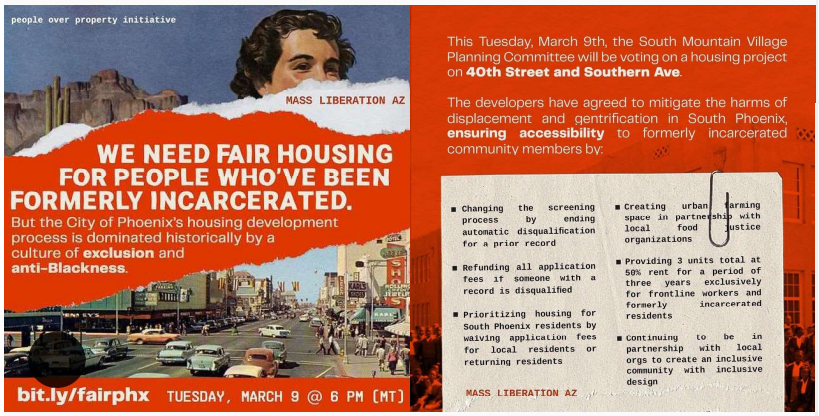
I remain available to answer any questions you may have: 402.213.7126 or pattihoash@gmail.com

Thank you and please stay safe,
Patti Trites

Instagram

Search

Log In Sign Up



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South Phoenix

masslibaz CALL TO ACTION: Join the People Over Property Initiative this Tuesday, March 9th @ 6PM to disrupt the racism and classism of the housing development process, in solidarity with formerly incarcerated community members of South Phoenix.

We need you to register to speak by 5:00 pm on Monday 3/8 so you can

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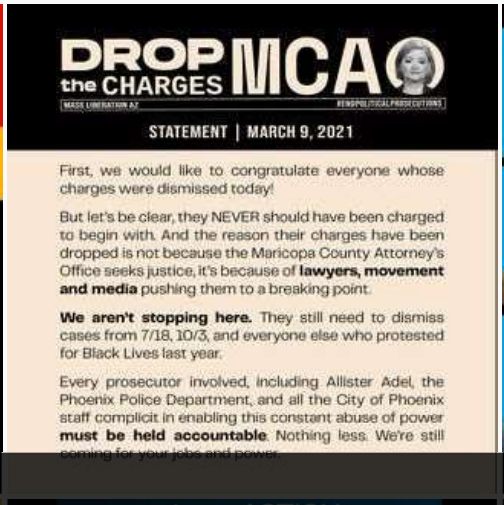

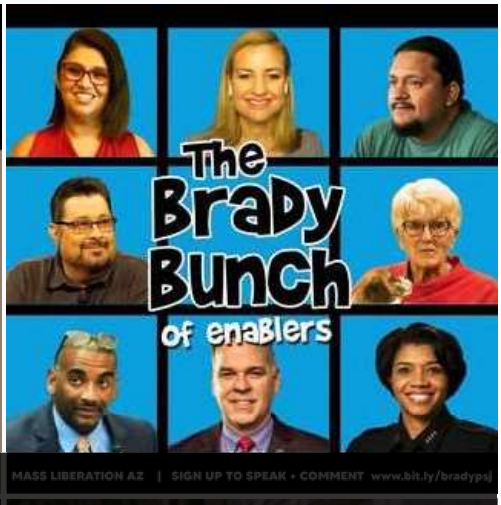

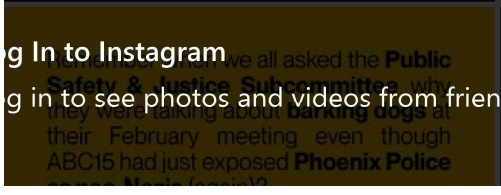

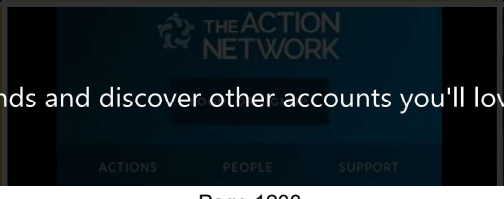

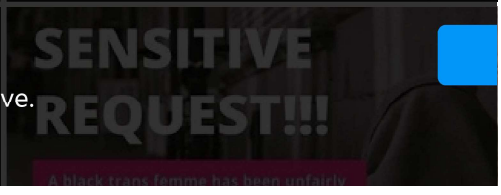

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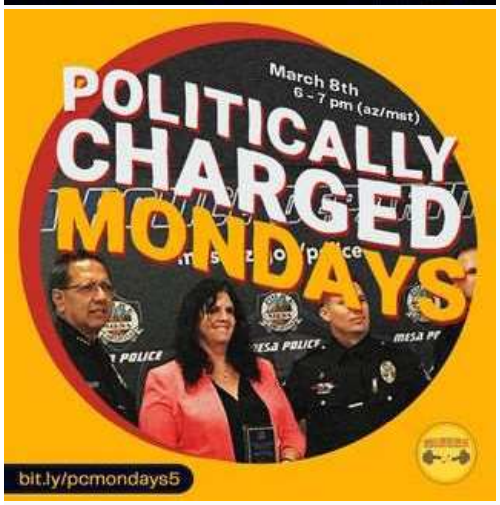





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For further context on what drove the proceedings last night, including the provided talking points, please see below.

Instagram Post
https://www.instagram.com/p/CMGMFiZnuhj/?igshid=1li5a3bqu7nud



Text of the Instagram Post

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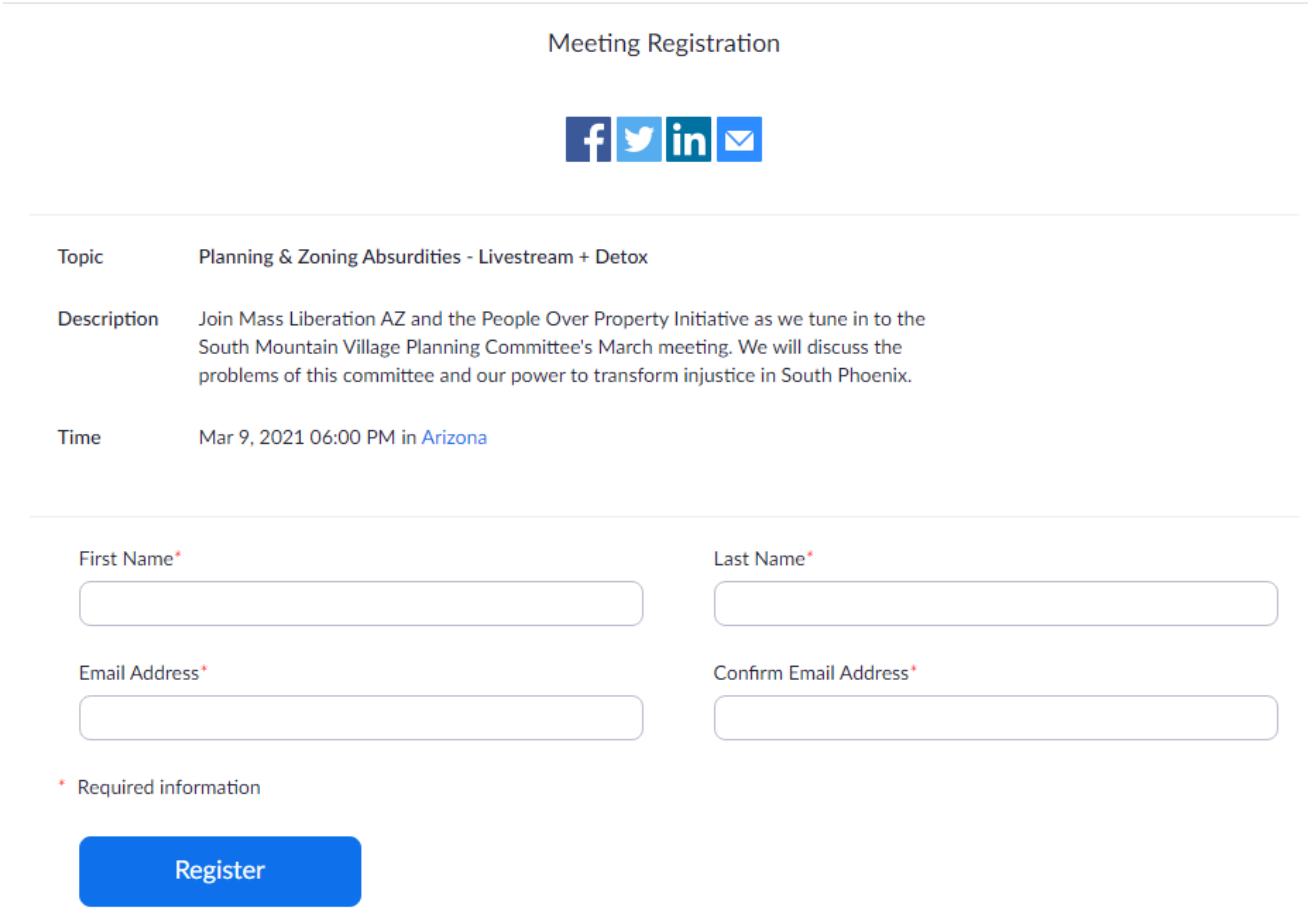
>
> We need you to register to speak by 5:00 pm on Monday 3/8 so you can help demand the South Mountain Village Planning Committee (SMVPC) puts people over property and creates housing we need!
>
> Find instructions and talking points: bit.ly/fairphx (LINK IN BIO)
>
> We'll also be breaking down the absurdities of planning and zoning in Phoenix as we livestream the meeting as a community together. bit.ly/absurdphx

Screenshot of the Meeting Registration follows:



Screenshots of the Call to Action follow:
https://docs.google.com/document/d/e/2PACX-1vSbsde48aNaxIl0BMdTaQ6Wn8GIw-hrPgCzjyeUpQSFya20BxVUgzentSdHV8L0hCm0g-0sR5GtgSqw/pub

Advocate for fair housing for formerly incarcerated folks at the SMVPC!

TUESDAY, MARCH 9 @ 6:00 PM (AZ/MST)

BACKGROUND - Why?

This Tuesday, the South Mountain Village Planning Committee, a board made up of members appointed by the mayor and city council to make decisions on land use in South Phoenix, will be voting on a housing project on 40th Street and Southern Ave. The developers have agreed to mitigate harms of displacement and gentrification in South Phoenix, **ensuring accessibility** to formerly incarcerated community members by:

- Changing the screening process by ending automatic disqualification for a prior record
- Refunding all application fees if someone with a record is disqualified
- Prioritizing housing for South Phoenix residents by waiving application fees for local residents or returning residents
- Creating urban farming space in partnership with local food justice organizations
- Providing 3 units total at 50% rent for a period of three years exclusively for frontline workers and formerly incarcerated residents
- Continuing to be in partnership with local orgs to create an inclusive community with inclusive design

Unfortunately, local homeowners associations, property interests, and NIMBYs are **organizing to deny** this project because they believe these types of rental properties will **bring the "wrong kind of people"** to the neighborhood.

We need your support to **disrupt** the coded racism and classism that dominates the development process and causes racialized displacement. **Help us demand that the City of Phoenix and the SMVPC put people over property and create the housing we need!**

REGISTER TO SPEAK AT THE SMVPC MEETING:

Deadline to sign up: Monday, March 8th by 5:00 pm (AZ/MST)

Email Enrique Bojorquez-Gaxiola at enrique.bojorquez-gaxiola@phoenix.gov and let them know you would like to speak on:

- **Agenda Item #9 - 40th St. & Southern Ave Project (GPA-SM-1-20-8)**

Find talking points for your comment at the bottom of this document! If you need additional help or advice on speaking, email ruia@masslibaz.org or text (480) 234-5682.

WATCH THE MEETING WITH US!

We will be hosting a livestream & detox of the meeting at 6:00 PM. Whether you're speaking at the meeting or not, you can tune in with us in this safe community space as we break down the absurdities of planning and zoning in Phoenix and how we can resist resegregation. Stay for a detox afterwards!

Register at http://bit.ly/absurdphx

TALKING POINTS (Updating)

Here are some sample talking points you can use to craft your public comment.

- The legacy of racism has resulted in state sanctioned early death of south Phoenix residents through food apartheid, Mass Incarceration and Criminalization, and Environmental Racism. These outcomes of segregation and racism shaped the built environment of south phoenix, and the health and bodies of Black and brown residents of south phoenix continue to pay the price. Every development project should shape their project in partnership with directly impacted local leadership to assure a contribution to undoing harms of development past. This project proposal is a first step and should be an example of the type of responsive development we need to see more of.

- Do you know that In Arizona, Black people constitute 5% of state residents, but 18% of people in jail and 14% of people in prison? This disproportionate impact is a result of a legacy of racism and white supremacy, which also creates a cycle of housing violence where formerly incarcerated Black community members are excluded from stable housing. The only way to break this cycle is when development can follow the leadership of directly impacted people, because those closest to the problem are closest to the solution. I support this project and hope to see more examples of housing developers listening to those most marginalized.

-
- The work of Black liberation includes disrupting the way racism operates in the development process. In solidarity, we hold a commitment to name anti-black violence and move towards dismantling the beliefs behind it. When higher income, mostly white neighborhoods stigmatize affordable rentals or housing by saying things like:
    - the project will bring the “Wrong kind of People " or
    - There is an unfounded focus on crime without any consideration for how people of color, and especially Black people are criminalized

  We know that is coded racism and should hold no merit in the outcome of the project.

- “Approximately 98% of the arable acreage (land needed to grow food) in this country is white-owned, which follows the trend in Phoenix and Maricopa county. This racialised outcome of landownership is no accident, and has created inequitable good conditions that directly impacted leadership across the country have named as food apartheid. “Food apartheid looks at the whole food system and takes into account income, race, and geography. It encompasses the social and racial inequalities that are at play in our food system. It recognizes that the systems in place are what make it difficult for people living in low-income areas to access fresh, healthy food.” Investing in Local autonomous food sources should be a standard for any development operating in an environment where the life expectancy is 14 years less than the food abundant areas of the city like built more and Paradise Valley.

- Arizona's housing crisis is actually just a real estate game riddled with racist and classist qualifications to secure housing. There are multiple ways that denial of shelter can take place, and they are applied liberally in order to increase property values and rental income. Unemployment is at a generational low, all while corporate profits surge, signs of growth from new construction and revitalization of urban spaces. Yet the working class tenants who inhabit these spaces are getting priced out of them. For those cost-burdened, there is an inverse relationship in tenants ability to remain housed and the availability of affordable housing.
- Housing is a human right, yet a criminal record often stands between a person being able to secure shelter. Formerly incarcerated people are 10 times more likely to experience homelessness than the general population. And unfortunately, being homeless makes formerly incarcerated people more likely to be arrested and incarcerated again, thanks to classist policies that criminalize homelessness. The criminalization of having "nowhere to go" is inhumane, counterproductive and only perpetuates the revolving door between homelessness and incarceration.

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https://docs.google.com/document/d/e/2PACX-1vSbsde48aNaxIl0BMdTaQ6Wn8GIw-hrPgCzjyeUpQSFya20BxVUgzentSdHV8L0hCm0g-0sR5GtgSqw/pub

PEOPLE OVER PROPERTY INITIATIVE | MLAZ

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(no subject) - pattihoash@gmail | Law City Attorney's Office | Mass Liberation Arizona in Phoe | MASS LIBERATION ARIZONA - M

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MASS LIBERATION ARIZONA

Arizona Domestic Non-Profit Corporation · Updated 2/8/2020

Write Review | Upgrade | Claim

Mass Liberation Arizona is an Arizona Domestic Non-Profit Corporation filed On January 28, 2020. The company's filing status is listed as Active and its File Number is 23057025.

[redacted]

The company has 2 principals on record. The principals are Alejandra Pablos from Tucson AZ and Heather Hamel from Phoenix AZ.

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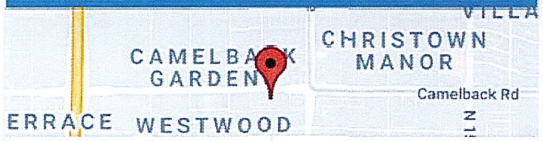

WEBSITE | DIRECTIONS

Company Information

Company Name:	MASS LIBERATION ARIZONA
Entity Type:	DOMESTIC NONPROFIT CORPORATION
File Number:	23057025
Filing State:	Arizona (AZ)
Filing Status:	Active
Filing Date:	January 28, 2020

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March 24, 2021

CITY OF PHOENIX

MAR 26 2021

Planning & Development Department

Phoenix Planning & Development Department
Zoning Section
200 West Washington, 2nd Floor
Phoenix, AZ 85003

RE: **Case Nos.Z-35-20-8 and GPS-SM-1-20-8 40th Street & Southern**

Greetings Zoning Committee Members:

Thank you for your service on this important committee. We appreciate your public service and commitment to hearing from citizen stakeholders to ensure that communities in Arizona can continue to thrive. We are writing to voice our opposition to the development of multi-family rental housing proposed. The proposed plan is too dense and would have a negative impact on our community and way of life.

We have lived in the Heard Ranch area since 1976. When we moved to his area from downtown Phoenix, there were citrus orchards and cotton fields north of us. To the south, were the Japanese American flower gardens. When you got off the Interstate 10 Freeway at 40th Street, it was noticeably cooler given the fields of cotton, citrus, and flowers. Our neighborhood was, and remains today, a popular destination given the open spaces and the ability to maintain livestock and grow food. Our community includes riding trails and tree-lined streets that are popular with visitors to the Legacy resort to our west. Many walkers remark on the friendly and open nature of our neighborhood.

Over the past 45 years, much progress has evolved the landscape. We now have golf courses and schools rather than cotton fields and flower gardens. Some of the unique features of our area are now gone. But we believe that our open and friendly community is the last hope of continuing the agricultural feel of the South Mountain area. We should be able to continue to welcome families into our neighborhood who seek out that rural lifestyle. The environmental and social-emotional benefits to families are great, and we welcome the opportunity to build more homes like ours so that more can have the opportunity to experience this type of community.

Residents of the current proposed planned dense community would have to negotiate the challenges of living up again a more rural neighborhood. They would likely be very unhappy with the noises, smells, flies, and mosquitos that having farm animals entails. We would welcome a less dense proposal that would allow us to open our community to families that choose this way of life. Further, we expect that this zoning change would start at the intersection of the proposed site and continue down the southside of Southern Avenue hemming in our area and eventually push us out. Rather, we propose that the site be used to increase the opportunities for individuals that provides a unique way of life. We believe that

maintaining the current zoning conditions would encourage developers to create more opportunities for Arizona residents to have options for raising their families.

In the March 23, 2021 *Arizona Republic* mentioned another South Phoenix developer, Lee Mashburn of Pivot Development saying, *"If you do a project and ignore the neighborhood, it is not going to be a success."* The South Mountain Village Planning Committee rejected this proposal and we ask that the Planning Committee also reject this plan.

Thank you for your consideration of our appeal.

Deirdre & Randy Irvine

3802 East Saint Catherine

Phoenix, AZ 85042

(602) 437-2688

Phoenix Planning & Development Department
Zoning Section
200 West Washington, 2nd Floor
Phoenix, AZ 85003

Hello,

We are writing in opposition to the proposed development at 40th St and Southern (Z-35-20-8 and GPS-SM-1-20-8). We are native Phoenicians. Our extended family has lived in the South Mountain Village since 1973 and our immediate family has lived in the Bartlett-Heard neighborhood since 1988. We have seen many changes over the years; from flower gardens and citrus groves to housing developments, retail and commercial properties, golf courses and resorts.

We are not opposed to change, but we are opposed to change that is not beneficial to the area and is in non-conformance to the General Plan that will set a precedent negatively impacting the South Mountain Village well beyond these 17 acres. The density is too high and does not provide an appropriate density transition. The majority of the neighboring property owners are against this proposal.

We respectfully ask that you vote NO on Items 5 & 6, Applications Z-35-20-8 and GPS-SM-1-20-8.

Sincerely,

Thom D. Bawden Sandy K Bawden

Thom and Sandy Bawden
3232 E Vineyard Rd
Phoenix, AZ 85042

Catherine Pliess
7839 South 27th Way
Phoenix, AZ 85042

March 25, 2021

Phoenix Planning & Development Department, Zoning Section,
200 West Washington, 2nd Floor,
Phoenix, AZ 85003

Re: Opposition to 40th & Southern (Z-35-20-8 and GPS-SM-1-20-8)

Dear Planning and Development:

I write to you today in opposition of a planned rental housing development at 40th and Southern.

I would like to formally register my opposition to the project at 40th & Southern (Z-35-20-8 and GPA-SM-1-20-8. This project is **NOT** in keeping with the land use and zoning as outlined in the Baseline Master Plan and it will not be a compliment to the area. As a homeowner in the area, I bought in the South Mountain area in 2018 for the rural and relatively agricultural flavor of the area. For being such a short drive to downtown Phoenix, South Mountain offers a connection to the past history of rural Phoenix. The South Mountain area has wonderful potential to be a successful area with a focus on agriculture, a connection to our food sources, a connection to our past and an area that celebrates our beautiful South Mountain Park.

We need projects that are approved not just for the sake of developing unused land, but for mindful, meaningful intent that will assure the area growth in a way that preserves and protects our unique features. This proposed high density rental project will not support these important attributes of Phoenix and is not in keeping with the master plan or current zoning for this area. This project does not accomplish any of those items. For the developer this is nothing but a cash cow.

During the meetings I attended, many neighbors opposed this project for the same reasons outlined above. At the last meeting, the lawyer provided folks in favor of this project, but respectfully, I do not believe that they were actually homeowners or stakeholders from the area or even people who live in this area. They sounded as if they were reading from a script provided to them. When asked for their addresses they refused. Some of these folks tried to paint a picture that opposition to this project was racially motivated. Not only was that insulting but it could not be further from the truth. Everything is NOT about race. The South Mountain area is currently and historically culturally and racially diverse. It is one of our points of pride and one of the reasons I chose to purchase a home here. Current area residents do recognize that social equity is an integral part of sustainability and preserving the integrity of the South Mountain area and its existing Master Plan.

I recognize that we are in a housing shortage and the need for affordable homes and rental homes is great. I attended (virtually) both meetings where the lawyer for the project presented this proposal. The lawyer sure did try to ring all the important bells by promising affordable homes for teachers, previously incarcerated people and other special need populations (I still don't understand why he kept grouping

teachers with ex-convicts). He spent a lot of time talking about these special units and yet at the end of the day it was only for 3 units. Talk about gaslighting. He also went on about waived application fees and background checks. I have been a renter prior to buying my home in 2018 and I think that application fees and background checks are needed and should not be waived. It was my understanding that this was law anyway. The lawyer was adamant about calling this project to be affordable housing, yet the proposed rents are not affordable. They are higher than my mortgage payment. The lawyer also went on about offering a community garden and that they would teach the residents to grow their own food, this to me sounds like more smoke and mirrors. How would this be enforced? What happens when no one wants to care for this garden? Gardening in Phoenix is not a simple task. Are they going to pay someone to keep it? My view is that in less than 6 months this promise would be broken and it would be a bunch of weeds. I think this entire project will be a bunch of broken and unenforceable promises.

If the developer were really looking to provide affordable homes to benefit a low-income population, they would create a housing development with low-cost homes for sale and offer special funding incentives partnered with city grants. They could also provide single family homes on a decent sized lot that matched the rest of the existing community and were in keeping with the current master plan. Have they explored a public-private model that could be shared with other planning agencies as it relates to the working relationship between stakeholders and the developer? When you compare this to the award-winning Cooper Leaf project it falls very short of the goals and strategy used for that successful in-fill project.

This proposal and its non-conformance to the General Plan, sets a precedent that will negatively impact the South Mountain Village well beyond these 17 acres and the future zoning. A project such as this would be much better served to be closer to the new rail extension on Central, being close to the rail would make way more sense and would encourage more riders, actually eliminating traffic concerns associated with this location. Has the developer considered working with the anticipated future Transit Oriented Development (TOD) to provide housing possibilities to ensure ridership?

South Phoenix is in many ways a vulnerable area as it currently is made up of too many rental and high-density areas. Those in rental developments are not property tax payers and often do not have care or long-term thoughts on the area and how projects like this negatively affect tax paying homeowners. This project is also a detriment to the heavy traffic already a problem in the area. Baseline Road and Southern Avenue on a weekday between 1pm and 7pm is often bumper to bumper even in this lower traffic pandemic times, this proposed project that does not conform to the city plan will only make this phenomenon worse. I cannot help but wonder if this project, that is so different from the current approved use would even be considered if was proposed in a different area? Please respect the Master plan and the property taxpayers of this area. Do not support or approve this plan, please do not change the zoning for this parcel. Please respect the South Mountain area.

Kind Regards,

Catherine Pliess
7839 South 27th Way
Phoenix, AZ 85042

cpliess@gmail.com
480.824.8951

From:	FABIOLA MARQUEZ
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola
Subject:	RE: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)
Date:	Tuesday, March 30, 2021 4:16:28 PM

Sent from Mail [go.microsoft.com] for Windows 10

From: FABIOLA MARQUEZ
Sent: Saturday, February 6, 2021 4:49 PM
To: mayor.gallego@phoenix.gov; council.district.1@phoenix.gov; council.district.2@phoenix.gov; council.district.3@phoenix.gov; council.district.3@phoenix.gov; council.district.4@phoenix.gov; council.district.5@phoenix.gov; council.district.6@phoenix.gov; council.district.7@phoenix.gov; council.district.8@phoenix.gov; SouthMountainVPC@phoenix.gov; Enrique Bojorquez
Subject: Opposition to Proposal at 40th St & Southern Ave (Z-35-20-8 and GPA-1-20-8)

Hello Mayor, City Council Members, Village Planning, City Planners, and Concerned Residents,

I am a resident of South Mountain Village. And I am very concerned of a proposed development project at 40th St and Southern Ave (Z-35-20-8 and GPA-1-20-8). I urge you to oppose this proposal.

This rezoning application will set a precedent to eviscerate decades-old planning without open public discussion about the unintended impacts to infrastructure, health, and safety. How can a single 17 acre rezoning application set a staggering precedent for 16 million square feet of adjacent land without first engaging the broader community in active discussion? If it can happen in our historic community, where else in the City will this be permitted to happen?

Covid is being used to silence us residents to the benefit of opportunistic developers.

If a District Overlay needs to be re-written to allow for more flexibility in development, I am supportive of having those conversations as a community. But, the changes should not be made through precedent created by a single 17 acre rezoning application.

Please support us in opposing this proposal,
Alonso and Fabiola Marquez
6409 S. 39th Pl.
Phoenix, AZ 85042

Sent from Mail [go.microsoft.com] for Windows 10

From:	Lisa Peterson
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; PDD South Mountain VPC; Enrique A Bojorquez-Gaxiola; somosbuildbam@gmail.com
Subject:	40th St and Southern Ave (Z-35-20-8 and GPA-120-8
Date:	Friday, April 2, 2021 8:16:57 AM

I am a resident of Heard Ranch. I am very concerned because of a proposed development going in on 40th St and Southern. We have lived in Heard Ranch for 22 years and putting a high density low cost rentals next to our beautiful neighborhood will lower our property values.
This is going to be over 200 rentals crammed together on this small property and they will be walking through our neighborhood. This development will bring more crime into the area. I hope you have not already made of your mind. We do not want this development. We live right next door to it. Please do not vote for this development to go through.

Thank you,

Lisa Peterson
6024051800
lisapaz927@gmail.com

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** *73

REQUEST TO ADD-ON Public Comment on Proposed MOU Between City of Phoenix and AFSCME Local 2384 (Unit 2)

Request for City Council to receive public comment on the terms of the proposed Memorandum of Understanding (MOU) with the American Federation of State, County, and Municipal Employees (AFSCME), Local 2384 (Unit 2).

Section 2-218 (G) of the Meet and Confer section in the City Code provides that a proposed MOU be filed with the City Clerk following its ratification by the employee organization and, "At the earliest practicable date thereafter the City Council of the City of Phoenix shall provide on its agenda an opportunity for public comment on the terms of the Memorandum of Understanding prior to the Council acting thereon."

Responsible Department

This item is submitted by Deputy City Manager Toni Maccarone and the Human Resources Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** *74

REQUEST TO ADD-ON Approving the Memorandum of Understanding Between City of Phoenix and AFSCME Local 2384 (Unit 2) (Resolution 21922)

The City of Phoenix has met and conferred with American Federation of State, County, and Municipal Employees (AFSCME), Local 2384 (Unit 2) in accordance with the terms of Section 2-218 of the City Code, and a Memorandum of Understanding (MOU) has been approved by the organization's membership. A copy of the proposed MOU has been filed with the City Clerk and an opportunity for public comment has been requested as an agenda item preceding this resolution.

The following is a summary of the most significant agreements outlined in the proposed MOU:

TRANSPARENCY

Based on public dialogue about the need for greater transparency and accountability for city employees, several sections of the contract are modified. These modifications are proposed consistently through all City of Phoenix employee contracts. Signing these modifications is tied to an additional compensation increase as described in the COMPENSATION section. These transparency and accountability modifications are as follows:

Investigation language:
Add guidelines for conducting employee investigations.

Discipline to remain for employee’s career:
Change current language that allows discipline to be considered up to 5 years for progressive discipline, transfers, and promotions. Under this agreement, 10 categories of discipline will last for the life of employment beginning July 1, 2021. These are shown in the attached agreement.

Representation on Grievance Committees:
Update current language that rotates other labor groups on grievance committees to ensure an impartial review.

Purging Files:
Place the process into a single chart that makes it clear that discipline remains in the City's human resources files and that there is no "purging" of employee records.

COMPENSATION
AFSCME 2384 is to receive increases of total compensation as follows:

Year 1:
Ongoing 1.5% of total compensation
Non-continuous 2.5% of total compensation

Additional compensation for agreeing to a modified version of the City's transparency and accountability proposals:
Ongoing 0.5% of total compensation

Year 2:
Ongoing 1.5% of total compensation
Non-continuous 2.5% of total compensation

Responsible Department
This item is submitted by Deputy City Manager Toni Maccarone and the Human Resources Department.

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

2021 – 2023

CITY OF PHOENIX

AND

AMERICAN FEDERATION

OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES

LOCAL 2384, AFL-CIO

REPRESENTING FIELD UNIT II EMPLOYEES

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PREAMBLE

WHEREAS the well-being dignity, respect, and morale of the employees of the City are benefited by providing employees an opportunity to participate in the formulation of policies and practices affecting the wages, hours, and working conditions of their employment; and

WHEREAS the parties hereby acknowledge that the provisions of this Memorandum of Understanding (hereinafter Memorandum or M.O.U.) are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or Ordinances of the City of Phoenix except as expressly and lawfully modified herein; and

WHEREAS the parties agree that the Phoenix Employment Relations Board (P.E.R.B.) unit certification reflects that there exists a clear and identifiable community of interest among employees covered by this Memorandum; and

WHEREAS the parties, through their designated representatives, met and conferred in good faith pursuant to the Meet and Confer Ordinance in order to reach agreement concerning wages, hours, and working conditions of employees in Field Unit II;

NOW therefore, the City of Phoenix, hereinafter referred to as "the City," and Local 2384, as an affiliate of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit this Memorandum to the City Council of the City of Phoenix with their joint recommendation that body resolve to adopt its terms.

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ARTICLE 1: Rights

Section 1-1: Gender

Whenever any words used herein in the masculine, feminine, or neutral, they shall be construed as though they were also used in another gender in all cases where they would so apply.

Section 1-1A: Recognition

A. The City recognizes the Union as the sole and exclusive meet and confer agent pursuant to the Meet and Confer Ordinance as amended, for the purpose of representation regarding wages, hours, and other conditions of employment for all employees in positions constituting Field Unit II, as certified or as may be modified by the Phoenix Employment Relations Board (P.E.R.B.).

Section 1-2: City and Department Rights

A. The Union recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services in all respects subject to this Memorandum.

B. The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not expressly modified by specific provisions of this Memorandum and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.

C. The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect Administrative Regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum, to direct its employees, to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine the methods, means, and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community. Nothing herein shall be construed to diminish the rights of the City under Section 5 of the Meet and Confer Ordinance.

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Section 1-3: Union Rights

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the City to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The City shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

A. Union Release

The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The City and AFSCME Local 2384 have negotiated full-time release positions, and release hours, as an efficient and readily available point of contact for addressing labor-management concerns. Examples of work performed by the release positions in support of the City include ensuring representation for employees during administrative investigations and grievance/disciplinary appeal meetings with management; participating in collaborative labor-management initiatives that benefit the City and the members; serving on City and departmental task forces and committees; facilitating effective communication between City and Department management and employees; assisting members in understanding and following work rules; and administering the provisions of the Memorandum of Understanding. Union release is also used for authorized employees to prepare for appeals and hearings and attend Union conferences, meetings, seminars, training classes and workshops so that employees better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation. The cost to the City for these release positions and release hours, including all benefits, has been charged as part of the total compensation detailed in this agreement.

1. Full-Time Release Positions

Four full-time release positions, designated by the Executive Board of the Union, shall each be allowed up to 2,080 work hours per M.O.U. year to engage in lawful union activities, pursuant to and consistent with this Memorandum. There will be a deduction of hours from the Union’s release bank for the fourth full-time release positions. The full-time release positions agree to comply with all City rules and regulations. **Full-time release positions are subject to all City Personnel Rules and Administrative Regulations.** The City will pay the employees’ full time fringe benefits. Time used for this purpose in excess of 2,080 hours per position shall be at the expense of the Union, and the Union shall reimburse the City at the applicable employee’s hourly rate of pay.

The Union will keep the Labor Relations Division apprised of the regular work schedules of the release positions and submit leave slips for processing.

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Upon return to their regular city duties, the Unit employee shall be reinstated to their original position, location, and schedule by seniority.

The City values and benefits from the participation of Union leaders on citywide task forces and committees, Labor - Management work groups, and a variety of Health and Safety committees. These activities take time away from expected tasks such as representation and communicating with the membership and may occur outside the regular work day of the Union officials. The full-time release positions agree to participate in these important committees and task forces. In recognition of this commitment, the City agrees to pay the President of the Union two hundred eight (208) hours of straight time in his/her compensatory time bank. Each of the other three full-time Union release positions will receive eighty (80) hours of straight time in each of their compensatory time banks each MOU year.

The Union, subject to departmental operation and scheduling factors and reasonable advance notice, shall be allowed a total of one hundred and fifty (150) hours of paid leave to attend Union seminars, lectures, and conventions.

In addition, the Union shall be allowed fourteen thousand dollars ($14,000) reimbursable to the Union by the City each M.O.U. year, for designated members of the local to attend schools, conferences, workshops and training to develop skills in effective member representation, conflict resolution techniques, labor-management cooperation, and other employee relations areas that promote cooperative and harmonious relationships. The Union will submit receipts for reimbursement by the City. If the entire $14,000 is not used in the first year of the M.O.U. the balance will carry over into the second year not to exceed twenty-eight thousand ($28,000) during the term of this M.O.U.. Funds not used by the end of the M.O.U. will expire.

As a result of the COVID-19 pandemic, the Union was not able to attend trainings in 2020. Due to this, the parties agree to hold over the funds in Article 3, Section 1-3.A.1 until June 30, 2022.

2. Union Stewards

The Union may designate up to fifty-five (55) site stewards, twenty-six (26) chief stewards, and seventeen (17) lead stewards to serve as Union representatives. Such designations shall be made from amongst employees regularly working at the job sites as specified in Attachment "A" and such stewards shall service grievances at said job sites to which they are regularly assigned, in accordance with Attachment "A" hereto. Chief Stewards may substitute for job site stewards in the assigned area of jurisdiction as shown in Attachment "A."

The Labor-Management Committee will discuss the job site allocation of stewards upon request by either party (Attachment A) and will consider the deletion or

addition of stewards in the event of reorganization or expansion of Unit II departments.

a. The Union shall notify the Labor Relations Division of the Human Resources Department, in writing, of its designations and re-designations of stewards and chief stewards.

b. There shall be no obligations on the City, nor shall the City change or **modify** employees' permanent regular work schedules or assignments solely as a result of such designations.

c. One such steward from the Grievant's home department and the grievant may, after the grievant and the supervisor were unable to resolve the matter informally (Article 2, Section 2-1) when the Union is designated by a grievant as his representative, attend mutually scheduled grievance meetings with City of Phoenix department representatives without loss of pay or benefits. One steward working in the same department as a unit member under investigation may also attend investigative meetings without loss of pay or benefits. Stewards not from the same department as the grievant or employee under investigation may provide representation, however the total time spent on representation will be requested from and charged to the bank of hours as outlined in 1-3 A 3.

d. City employees who are on duty, either witnesses or grievants and the shop steward representing an employee, may attend Civil Service meetings and Phoenix Employment Relations Board (P.E.R.B.) meetings on City time.

e. The Union will be allowed subject to operational and scheduling factors and fourteen (14) calendar days advance notice, up to one day of paid release time for authorized stewards to attend a one-time contract orientation session conducted by the Union in each year of the contract.

f. Union Stewards are subject to all City Personnel Rules and Administrative Regulations.

3. Bank of Union Release Hours

The Union will be allowed, subject to operational and scheduling factors and seventy two (72) hours advance notice in each instance, a unit total of three thousand one hundred eighty three (3,183) hours paid release time in a bank of release hours per M.O.U. year. Requests for release time shall be submitted to the Labor Relations Administrator and approval of release time hereunder shall not be arbitrarily withheld.

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With the exception of the ten elected union officials, only one representative may be released from the same work group/shop at the same time. The union may request an exception when training is being provided by the International Union. Approval will not be arbitrarily withheld. No representative (with the exception of the ten elected union officials), will be permitted to use more than 420 hours of release time from the bank of hours in any one M.O.U. year.

Any hours used in excess of the bank of Union release hours must be approved by the Labor Relations Administrator and the AFSCME Local 2384 President. The number of hours used in excess of the allowable Union release hours at the end of the contract term will be deducted from the Union release hours available for the following year. A surplus of hours will be carried over into the next year to a maximum total Union release of 8,325 hours.

B. Unpaid Release Time for Unit Related Activity

Union members may be authorized in advance in writing to engage in lawful Union activities during City work hours on a non-paid basis at the unrestricted discretion of the City Manager or designee consistent with the purpose of this Memorandum.

A member selected by the Union to do Unit representative work which takes the employee from his employment with the City shall, at the written request of the Union, and subject to Civil Service Rules, be granted an unpaid leave of absence. The leave of absence shall be in increments of no less than three (3) months and shall not exceed one (1) year, but it may be renewed or extended for a similar period upon the request of the Union.

C. The Union will be allowed one (1) hour each orientation session to talk to and recruit new Unit members into the Union and to explain the rights and benefits under the M.O.U.. This time will be allotted in addition to new employee orientation, at the departments that have new employee orientation, in the Aviation, Public Works, and Water Services Departments. The content of such information shall not be political in nature, or abusive of any person in City employment. This time shall be considered *de minimus* time.

D. Prior to the termination of the current Memorandum and subject to operational and scheduling factors, each designated Union representative, which is defined as the elected Executive Board, will be allowed up to one day of paid release time to facilitate the familiarization of the terms of the successor Memorandum.

E. There shall be no use of official time for Union related activities except as expressly authorized under the aforesaid sections.

F. International and Union Representatives

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Accredited International and appropriately designated Local representatives shall be admitted to the buildings and grounds of the City during working hours for legitimate Union purposes including providing representation to employees, so long as such will not interfere with any work operation or the safety and security of any work site. Such representative will check in with the supervisor involved and will be required to conform to the safety regulations of the work site. **Non-City personnel will be identified to the department director or designee prior to entering restricted City areas.**

G. Payroll Deduction

1. The City shall deduct from the first pay warrant of Union members, in each month, the regular periodic membership dues and regular periodic Union sponsored insurance premiums pursuant to the City's deduction authorization form duly completed and signed by the employee and transmit such deductions monthly to the Union no later than the fourteenth (14th) day following the end of the pay period in which the deduction occurs, along with an alphabetical list of all employees for whom deductions have been made. Such deduction shall be made only when the Union member's earnings for a pay period are sufficient after other legally required deductions are made.

2. Authorization for membership dues deduction herein under shall remain in effect during the term hereof unless revoked by the employee. Revocation of deductions shall be accepted by the City only during the first week of July or January to be effective the following payroll period. The City will notify the Union of any revocations submitted to it.

3. The City shall not make dues deductions for Unit employees on behalf of any other employee organization (as defined in the Meet and Confer Ordinance) during the term of this Memorandum. At each scheduled Labor Management Committee meeting, the City shall provide to the Union a list of any exceptions to this provision arising from transfers between any other Unit.

4. It is agreed that the City assumes no liability except for its gross negligence on account of any actions taken pursuant to this section. The City will however, as promptly as technically possible, implement changes brought to its attention. The City shall at the written request of the Union during the term of this agreement make changes in the amount of deduction hereunder for the general membership provided cost for implementing such changes shall be reimbursed by the Union.

H. Facilities and Services

1. The Union through its designated representative, may distribute materials on the City premises (buildings and grounds) before and after scheduled working hours or in non-work areas during scheduled work hours provided that both the

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employee distributing and the employee receiving such materials are on non-work periods.

2. The City shall provide the Union with accessible bulletin boards at mutually agreed upon locations. The City shall grant sole and exclusive use of such bulletin boards to the Union.

3. Materials which are abusive of any person or organization, which conflict with laws regulating the political activities of City employees, and which are disruptive of the City's operations may not be posted or distributed.

4. The Union may grieve any refusal by the City to approve posting or distributing of materials. The City will not arbitrarily disapprove materials.

5. Upon the Union's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, the City shall provide the Union, upon request, a listing of Unit employees indicating name, address, job classification, department number, and/or a seniority list by job classification.

6. The City will endeavor to maintain remote computer access to the City's intranet for the Union Office.

I. Contracting Out

The City will comply with the provisions of Management Procedure Number 5.501, dated February 7, 1994, and notify the Union, in writing, of the City's intent to contract with a private agency for the provision of municipal services. The Union may, within seven (7) calendar days of this notification, request a Labor-Management Committee meeting for the purpose of discussing the potential contract. It is understood by all parties that the Union's exercise of rights granted by this Article shall in no way delay the process outlined in Management Procedure 5.501, nor impede the City's authority to enter into a contractual agreement with a private agency.

The City will provide the union, upon request, with a listing in electronic format of unit employees' name, home address, date of employment, and department. The City will also provide mailing information of all Unit 2 employees at the request of the Union.

The City shall provide the Union a list of all Unit 2 vacancies monthly.

Based upon mutually agreed upon frequency, departments will establish regular Labor Management meetings with union leadership to ensure productive communications on items such as: department policy changes and the outsourcing of services currently performed by unit members which could directly result in a reduction in the number of permanent Unit positions ("contracting out").

Section 1-4: Rights of Unit Employees

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the City to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The City shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

A. **Unit employees have the right to be represented by the union and the union reserves the right to provide representation to its members in dealings with the City concerning grievances, and matters pertaining to their individual employment rights and obligations, and during an investigatory interview concerning allegations focused on the employee which may result in disciplinary action.**

B. **Supervisors are encouraged to discuss concerns and attempt to resolve those concerns with an employee without utilizing a formal investigatory process. Supervisors are encouraged to not utilize an investigatory process unless they have a reasonable belief that discipline (a written reprimand or higher) could result. Should information be made during a conversation to attempt to resolve an issue that could result in discipline, the supervisor will stop the meeting and utilize an investigatory process as outlined below. Any interview becomes investigatory when facts or evidence sought by management may result in a disciplinary action.**

- **An employee is entitled to Union representation if the employee reasonably believes that the investigatory interview will result in disciplinary action and the employee has requested representation from their union.**

C. **The City may, at its sole discretion, either conduct investigatory interviews with employees or issue employees written questions in order to provide the employee an opportunity to gather additional information. In either case, a Notice of Inquiry (NOI) form will be used. The intent of the NOI is to clearly put employees on notice that they are under investigation that could result in discipline, inform them of the nature of the allegations against them, and inform them of their right to representation.**

D. **If the City elects to issue written questions to the employee, the following shall apply:**

1. **If an NOI is being issued and there is no active questioning, representation is not required.**

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2. **The employee will have 72-hours excluding holidays and N-days to respond in writing and provide any other material requested. This deadline may be extended by mutual agreement if there are extenuating circumstances.**

E. **If the City elects to conduct an investigatory interview, the following shall apply:**

1. **Prior to the employee being interviewed, the employee shall be advised of their right to a representative.**

2. **The NOI form will be issued at the meeting.**

3. **The union representative may engage in meaningful representation, including but not limited to assisting and consulting with the employee, attempting to clarify the facts or questions asked, and suggesting other employees or witnesses who may have knowledge of the underlying issues. The union representative cannot speak on behalf of the employee or impede the progress of the interview.**

4. **The member or representative may ask for a caucus during the meeting. The caucusing party will attempt to keep the caucus to reasonable timeframes.**

5. **The interviewer may not prohibit the union representative from engaging in representation, including consulting with the employee. The member shall be allowed to seek advice and counsel from their representative in caucus during the interview.**

6. **The union representative may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.**

7. **Prior to the conclusion of the meeting, the member or representative shall have the opportunity to make a closing statement.**

8. **If the department requires a written statement at an investigatory meeting, the employee will be given up to one hour of City time to write the statement. Additional time may be granted at the sole discretion of the department and will not be withheld arbitrarily.**

9. **The employee will be provided with a copy of the interview notes and given 72 hours to confirm their answers and orovide any additional information.**

10. **Except for emergency situations, the unit employees shall have a minimum of 48 hours to arrange for union representation when the member is the subject of an administrative investigatory interview. The union representative will make every reasonable attempt to arrive within the 48 hours. An employee may waive the 48- hour time requirement if the employee**

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is not opting for representation. Employees will be provided with the NOi cover sheet (and attachment if applicable) listing the allegations against the employee 48 hours in advance of the investigatory interview, however, the NOI/interview questions will not be provided in advance.

F. **Regardless of whether the City elects to interview the employee, or issue written questions, the following shall apply:**

1. **The employee will be instructed not to speak to anyone regarding an investigation. This restriction does not apply to the union, the employee's family or clergy, the investigator, or chain-of-command.**

2. **The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other.**

3. **The member shall also be informed that none of their statements, nor any information or evidence which is gained by reason of such statements, can be issued against them in any criminal proceedings.**

4. **A unit member shall receive a copy of any statement that they are asked to sign.**

5. **An employee under investigation will be notified in writing every 90 calendar days as to the current status of the investigation. Every 30 days, an employee under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing. This will include a brief description of the number of known witnesses still to be interviewed and other investigate processes remaining to be completed, as well as an estimated date of completion.**

G. **Misc.**

1. **A unit member identified solely as a witness will not be prevented from reaching out to the union on their own time to consult with a union representative prior to their interview.**

2. **Only paperwork pertaining to any completed NOI investigation resolved as sustained will be kept in an employee's personnel files.**

3. **If a Union Steward is requested by management to hold .over or is called in from home by a supervisor to represent an employee at meeting required by management, the Union Steward will receive overtime compensation for actual time held over or a minimum of 1 hour if called from home.**

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H. **Unit employees will be permitted to apply and/or compete in a transfer process while in a pending investigation. The transfer process will not be delayed pending the conclusion of the related investigation.**

I. **The City will provide to the employee a copy of the Citywide completed accident investigation and any other material the City plans to present at the Citywide Accident Review Board hearing. This material will be supplied as quickly as possible after the material has been prepared.**

J. **It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article unless otherwise specified in this MOU. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.**

K. Unit employees have the right to present their own grievance, in person or by legal counsel.

1. Any Unit member covered hereunder or his representative designated on a written form signed by the employee shall, on request and by appointment, be permitted to examine his departmental personnel file, in the presence of an appropriate supervisory official of the Department.

2. No Unit member shall have any adverse comments entered into a departmental personnel file without the member being informed by a supervisor. The Unit member shall be asked to date and sign such material solely as evidence of being advised of its existence, not as indicating agreement. If the Unit member requests, he shall receive a copy of the adverse comment.

3. Unit members may, at their discretion, attach rebuttal statements to any material contained in their departmental personnel file, which may be adverse in nature. **The attachments must be no more than 4 pages.**

L. The City will comply with provisions of A.R.S. Section 12-2506, paragraph D, subparagraph 1, and assume responsibility for actions of any Unit II employee in a legal proceeding for personal injury, property damage, or wrongful death, when it is demonstrated that the employee was performing his regularly assigned duties without malice or any degree of negligence.

M.

Discipline older than 5 years from the date of issuance will not be considered for progressive discipline or promotion/transfer purposes except for the

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following types of discipline, which may be considered for the duration of employment (and upon the employee's return to employment, if applicable):

Sustained discipline of a 40-hour suspension or greater discipline of the following types:

- **The employee has been abusive or threatening in attitude, language, or conduct towards fellow employees, customers of the City, or the public.**
- **The employee has solicited or taken for personal use a fee, gift, or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest.**
- **The employee is in possession of a deadly weapon (as defined in ARS 13-3101), excepting a pocketknife (as provided in ARS 13- 3102) at a City worksite, unless such employee is a police officer. (A worksite includes not only City buildings and property, but also City vehicles and private vehicles while being used on City business, and other assigned work locations.)**
- **The employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix.**
- **The employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen.**
- **The employee is under the influence of alcohol or illegal drugs on the job.**
- **The employee has violated City of Phoenix anti-harassment or anti-discrimination policies.**
- **The employee committed a violation of the City's Ethics Policy.**
- **The employee's actions meet the elements of a felony.**
- **The employee committed an act of dishonesty.**
- **The employee has committed a Class 3 violation of use of force (For enforcement positions within the Police Department).**

N. The City shall post on employee bulletin boards **for employee review** any new policies and/or revision in City or written department policies and procedures affecting Unit II employees. Notice shall remain posted for not less than **thirty** (**30**) **calendar** days. Review of policy and procedure revisions shall be included in employee meetings and shift briefings when appropriate and practical to do so. The City will notify employees of new or revised written City or Department policies affecting Unit employees as soon after release as possible.

Based upon mutually agreed upon frequency, departments will establish regular Labor Management meetings with union leadership to ensure productive communications on items such as: department policy changes and the outsourcing

of services currently performed by unit members which could directly result in a reduction in the number of permanent Unit positions ("contracting out").

O. A coaching is a verbal discussion with an employee. A coaching is not **disciplinary nor shall it** be considered a first offense for purpose of progressive discipline. Employees will be advised that they are receiving a coaching at the time it is given. A written record of a coaching may be placed in the supervisor's file for both positive and negative incidents. An employee may receive more than one (1) coaching for a similar matter.

A supervisory counseling is a verbal warning that the supervisor shall document in memo form. A supervisory counseling is not discipline. They are to be used to determine only notice to the employee.

If a supervisory counseling is to be used in any disciplinary or personnel action or any performance rating, the employee will be given the supervisory counseling in memo form, that identifies the behavior requiring improvement, the reason for the improvement, and the consequences of continuing the unacceptable behavior. The memo will contain a line for the employee's signature and above the line the statement: "The employee shall date and sign the supervisory counseling, not as an indication of agreement, but solely as evidence of being advised of its existence." The employee will receive a copy of the memo.

A supervisory counseling will only be retained in the supervisor's file. It will not be placed in the employee's personnel file.

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Document	Supervisory File	Department File (if applicable)	Personnel File (OFFICIAL FILE)
Coachings/Supervisory Counselings	**Maintain original in file. Remove annually provided no further incidents.**	**Not maintained in file.**	**Not maintained in file.**
Written Reprimands	**Maintain copy in file. Remove annually provided no further incidents.**	**Maintain copy in file. Employee may request to remove after 3 years.**	**Maintain original in file. Employee may request to inactivate after 3 years.**
Suspensions (other than below)		**Maintain copy in file.**	**Maintain original in file.**

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		Employee may request to remove after 10 years.	**Employee may request to inactivate after 10 years.**
Discipline as discussed in section 1-4.E.		**<u>Maintain copy in file.</u> Cannot Remove**	**<u>Maintain original in file.</u> May not be inactivated**

The official discipline record is maintained in the Personnel File. Copies maintained in either the Supervisory and/or Department files are not the official record. Employees may request to remove/inactivate eligible documents based on the above criteria. Official records may only be inactivated and not removed.

If an employee receives a written reprimand during the rating period, the supervisor will document the improvement required in the employee's performance evaluation without documenting the issuance of discipline.

The City continues to retain the format used for corrective action/discipline, including forms, technology, etc.

P. If an employee is not given his/her PMG by the annual review date, the employee's merit increase will be processed within twenty-one (21) calendar days following the above due date and be retroactive to the PMG annual review date. (If PMG is an overall "met").

Employees will be notified of performance issues as they occur or are discovered.

Q. All unit members have the right to be treated in a manner which is fair and impartial in any matter associated with the rights of unit members under specific terms of this Memorandum of Understanding.

If a unit employee is suspended, it is understood that a suspension day is defined as eight (8) hours. For employees working compressed workweek, the remaining hours of the workday would be accounted at the sole discretion of management.

Section 1-5: Prohibition of Strike and Lockouts

A. The provisions of Section 2(17) and Section 13 of the Meet and Confer Ordinance are expressly incorporated herein.

B. There shall be no "lockout" by the City during the term hereof.

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Section 1-6: New Positions/Classifications

A. The City shall give written notice to the Union 30 days in advance of a position being reallocated or reclassified such that the position is removed from the unit.

The parties agree to consult on the inclusion or exclusion of new classification(s) in the bargaining unit and may thereafter refer any such matter, jointly or individually, to the Phoenix Employment Relations Board (PERB) for appropriate action.

The City shall give notice to the Union within 10 working days whenever a classification or compensation study is undertaken that includes active positions belonging to the Union. The Human Resources Department shall provide the Union with an opportunity to meet with the person conducting the study prior to preparation of any report or recommendations. The City shall notify the affected Union of the results and recommendations resulting from any study 30 calendar days prior to that study being presented to the Human Resources Committee. It should be noted that there is no guarantee, either expressed or implied that changes to a classification or its grade and salary range will result from a study.

The Union may submit a prioritized written request of classifications specific to the unit that they wish to have studied. All written requests shall include a full explanation of why the classification should be studied. This explanation shall indicate whether the Union is requesting a full classification study (including job levels and job architecture) or if the request is limited to a compensation review to assess market competitiveness and grade and salary levels. At least two requests by the Union shall be started by the Human Resources Department in order of their ranking per contract year.

ARTICLE 2: Grievance/Arbitration/Labor Management

Section 2-1: Grievance Procedure

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the City to count as time worked any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The City shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

A. Informal Resolution

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1. The parties agree that the first attempt to resolve employee complaints arising under this M.O.U. will be an informal discussion between the employee and his immediate non-unit supervisor only.

2. It is the responsibility of Unit members who believe that they have a bona fide complaint concerning their working conditions to promptly inform and discuss it with their immediate non-unit supervisor in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level.

3. If such informal discussion does not resolve the problem to the Unit member's satisfaction, and if the complaint constitutes a grievance herein defined, the Unit member may file a formal grievance in accordance with the following procedure.

B. Definition of Grievance

1. A "grievance" is a written allegation by a Unit employee, submitted as herein specified, claiming violation(s) of the specific express terms of this Memorandum for which there is no Civil Service or other specific method of review provided by State or City law.

2. The City continues to retain the format used for the grievances, including forms, technology, etc.

3. A grievance which does not meet the requirements set forth in this Article shall be null and void and will not be processed in accordance with this procedure.

C. Procedure

In processing a formal grievance, the following procedure shall apply:

A grievance must be reduced to writing, citing the specific Article and Section of this Memorandum alleged to have been violated.

Step 1

The unit employee shall reduce the grievance to writing by completing all parts of the grievance form provided by the City, and submit it to the second line supervisor designated by the City or City designee within fourteen (14) calendar days of the initial commencement of the occurrence being grieved or when the employee had reasonable cause to become aware of such occurrence. The City will assign a grievance number within fourteen (14) calendar days. Either party may then request that a meeting be held concerning the grievance or they may mutually agree that no meeting be held.

The second line supervisor shall, within fourteen (14) calendar days of having received the written grievance or such meeting, whichever is later, submit his response thereto in writing to the Grievant and the Grievant's representative, if any. The parties by written mutual agreement may skip from Step 1 to Step 2 of the grievance procedure.

Step 2

If the written response of Step 1 does not result in resolution of the grievance, the grievant may appeal the grievance by completing the City form and presenting it to the second Step of review, the Department Head or his designee, within fourteen (14) calendar days of the grievant's receipt of the Step 1 response.

Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within fourteen (14) calendar days of having received the written grievance or the meeting, whichever is later, the second level of review shall submit his response to the grievance to the grievant and the grievant's representative, if any. The parties by written mutual agreement may skip from Step 2 to Step 3 of the grievance procedure.

Step 2.5

After the Step 2 response, but prior to review by the Grievance Committee/Arbitrator, the parties involved may mutually agree to submit the grievance to Labor Relations. The grievance, as originally written and Step 1 and Step 2 responses, must be submitted to Labor Relations within fourteen (14) calendar days of receipt of the Step 2 response. Labor Relations shall, within fourteen (14) calendar days of the receipt of the grievance, meet with the department head, or designees, and the Grievant and the Grievant's representative, if any, in an attempt to resolve the grievance. Labor Relations shall then submit a written response to all parties within fourteen (14) calendar days of the meeting.

Step 3

a. If the written response of the Step 2 (or 2.5 if applicable) does not result in resolution of the grievance, the grievant and Union may, within fourteen (14) calendar days of having received the Step 2 response, appeal the grievance by completing the City form and presenting it to the Grievance Committee. The Grievance Committee shall be composed of:

   The Grievance Committee **will consist** of:

   Chairman: A member of the City Manager's Office designated by the City Manager.

   Member: **A mutually agreed upon neutral member**.

Member: The President or the President's designee **of another civilian union/association, other than the Grievant's, representing employees with the City**.

At the beginning of each contract year, the Union and the City will each select five Department Directors to serve as Grievance Committee members. No selected Department Director will serve as a committee member when the grievance involves his/her department. Staff support to the Grievance Committee will be provided by the Human Resources Department. The Labor Relations Administrator and/or Department Director in Labor Relations will serve as an advisor to the committee.

The Grievance Committee shall, within fourteen (14) calendar days of receipt of the appeal, schedule a hearing regarding the grievance at which the grievant shall be afforded the opportunity to fully present his position and to be represented. The Grievance Committee shall, within fourteen (14) calendar days of the conclusion of the hearing, make advisory recommendation on the grievance and submit it to the City Manager for final determination for those employees who have elected to use this procedure instead of arbitration.

The Grievance Committee shall submit findings and advisory recommendation(s) to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the Grievant and his designated representative.

b. In lieu of such hearing, the grievant and the Union may jointly invoke the following procedure by submitting the written notice to the Labor Relations Division within fourteen (14) calendar days of having received the Step 2 response. If the grievant and the Union so elect in writing within the above time limit, in lieu of such Grievance Committee hearing, the grievance may be reviewed by an arbitrator.

   The parties or their designated representatives shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties shall, within fourteen (14) calendar days of the receipt of said list, select the arbitrator by alternately striking names from the said list until one-name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

   i. The arbitrator shall neither add to, detract from, nor modify the language of the Memorandum or of Departmental rules and regulations in considering any issue properly before him/her.

ii. The arbitrator shall be expressly confined him/her to the precise issues submitted to him/her and shall have no authority to consider any other issue not submitted to him/her.

iii. The arbitrator shall be bound by applicable State and City Law.

The arbitrator shall submit his findings and advisory recommendations to the grievant and the City Manager, or their designated representatives. The costs of the arbitrator and any other mutually incurred costs shall be borne equally by the parties. The City Manager shall make the final determination of the grievance and submit it in writing to the Grievant and his designated representative.

D. Union Grievance

The Union may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Union by the specific terms of Article 1, Section 1-3 of this Memorandum. The Union shall file such grievance at Step 3 of the procedure. All other grievances must be filed and signed by Unit employees subject to the provisions of this Article.

E. Group Grievance

When more than one Unit employee claims the same violation of the same rights allegedly accorded by this Memorandum, and such claims arise at substantially the same time and out of the same circumstances, a single group grievance may be filed in the name of all such employees. Such group grievances shall be filed at the step of this procedure which provides the lowest level of common supervision having authority over all named grievants. Each Unit employee that is a party grievant must be named and must sign such group grievance. **The Union may sign a group grievance on behalf of employees, however, in such instance, the grievance must be amended within fourteen (14) days naming each Unit employee who is a party grievant and containing his signature.**

F. Time Limits

Failure of the City Management representatives to comply with time limits specified in Section 2-1 C shall entitle the grievant to appeal to the next level of review; and failure of the grievant to comply with said time limits shall constitute abandonment of the grievance. Except, however, that the parties may extend time limits by mutual written agreement in advance.

G. Notice to Union of Grievance Resolution

The City will put the Union on notice of proposed final resolutions of grievances

where the Union has not been designated as the grievant's representative for the purpose of allowing the Union to ascertain that a final resolution will not be contrary to the terms of this Memorandum.

The City will ensure that a copy of every M.O.U. grievance filed by a Unit member, including the response from management, is forwarded to the Union at each step of the process.

H. The City will not discriminate or retaliate against employees because of their exercise of rights granted by this Article.

I. Employer grievances, should they occur as a result of official Union activities or actions, including the failure to act as required under this agreement, will be presented directly to the Union President or any Officer of the Union within fourteen (14) calendar days of the occurrence prompting the grievance, or within fourteen (14) calendar days of the date upon which the employer became aware of the situation prompting the grievance. The President, or designee, shall, in each case, provide a written answer within fourteen (14) calendar days from receipt of the grievance

Unresolved employer grievances may be submitted to arbitration pursuant to Step 3 herein; provided that the employer shall bear the cost of the services of the arbitrator.

J. The Union and the City agree to meet at regular intervals (as defined in Article 2 Section 2-2 Labor/Management Committee) to find ways to improve the grievance procedures.

Section 2-2: Arbitration

A. Independent Arbitrator

Any Unit member who is a classified employee having completed the prescribed probationary period who has received a disciplinary demotion, suspension, or discharge, and has a right to appeal that disciplinary action pursuant to the Personnel Rules, may under the provisions of this article request the Civil Service Board appoint as a hearing officer an independent arbitrator selected pursuant to the procedures described in Section 2-1 C below.

B. Appeal

The Union, on behalf of the employee, may request the selection of an independent arbitrator as the hearing officer for a Civil Service Board appeal of a disciplinary action. Such request must be made within fourteen (14) calendar days after the date of service of notice of the order of suspension, demotion, or dismissal on him

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personally, or twenty-one (21) calendar days from the date of mailing by certified mail the notice of the order of suspension, demotion, or dismissal. The request must be in writing and must state specific allegations in the discipline notice with which the employee disagrees. The request must be personally delivered to the Board or deposited in the United States mail, certified return receipt requested, postage prepaid, addressed to the office of the Civil Service Board, within the above-stated time.

The Union, on behalf of the employee, shall also immediately thereafter file copies thereof with the complainant department head and the City Attorney. At the time the Union files the request for hearing, it shall set forth whether the hearing will be public or private.

C. Selection of Arbitrator

If the request for an independent arbitrator to be appointed as a hearing officer is approved by the Civil Service Board, the Labor Relations Administrator or his designated representative on behalf of the City and the Union president or his designated representative on behalf of the employee shall agree on an independent arbitrator within ten (10) calendar days after approval and appointment by the Board of the appeal request. If an agreement on an independent arbitrator cannot be reached within said ten (10) calendar days, either party may request that the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) provide a list with the names of seven (7) arbitrators with public sector experience. In requesting such lists, the parties shall stipulate that arbitrators should be from within Arizona.

The parties shall, within seven (7) calendar days of the receipt of the list, select the arbitrator by striking names alternately until one-name remains. The remaining name shall be designated as the independent arbitrator appointed by the Civil Service Board as the hearing officer for the appeal. The parties shall jointly communicate with the chosen arbitrator to advise him of the appointment.

In the event that the chosen arbitrator is unable to accept the appointment as hearing officer, the parties shall either select another independent arbitrator from a new list in the same manner as described above, or if mutually agreeable select another independent arbitrator from the original list. The independent arbitrator chosen shall be designated as the hearing officer appointed by the Civil Service Board for the appeal.

D. Time for Hearing

When possible the hearing date shall be set within thirty (30) calendar days from the request. Delays may be granted by mutual agreement of the parties. However, any such delay occurring at the request of the Union, shall automatically be excluded from

any calculations of back pay to the employees, if any, as determined by the Civil Service Board.

E. Hearing Procedures

The hearing procedures will be the same as the procedures set forth in Rule 22d, Personnel Rules of the City of Phoenix. In the conduct of the hearing, the hearing officer shall not be bound by the technical rules of evidence, nor shall informality in any of the proceedings or in the manner of taking testimony invalidate any order, decision, rule, or regulation made or approved by the Civil Service Board.

F. Witnesses

An employee appellant, or an employee subpoenaed as a witness, shall be granted a leave of absence from his/her regularly assigned duties during his/her regularly assigned work hours without loss of pay for the time.

At the request of either party, the arbitrator shall order that any witness who will testify during the hearing be excluded from the hearing room until such time as they testify. The City and the Union may exclude from the operation of this provision one representative each of the City and the local Union.

G. Proposed Findings; Objections to Report

Either party may file with the hearing officer written proposed findings of fact and conclusions within seven (7) calendar days of the conclusion of the hearing. A copy of such proposed findings and conclusions shall be served on the other party at the same time as filing with the hearing officer.

No later than two (2) calendar days before the Civil Service Board meeting where the appeal has been scheduled for hearing either party may file with the Civil Service Board written objections to the hearing officer's report. A copy of such objections shall be served on the other party at the same time as filing with the Civil Service Board. No post-hearing evidence shall be submitted.

H. Requirements

The independent arbitrator selected by the parties and appointed by the Civil Service Board pursuant to this article shall be bound by the following:

1. The independent arbitrator shall neither add to, detract from, nor modify the language of this Memorandum of Understanding.

2. The independent arbitrator shall be expressly confined to the precise issues submitted and shall have no authority to consider any other issue.

3. The independent arbitrator shall be bound by applicable Federal, State, and City laws.

I. Report

Within two (2) weeks of the conclusion of the hearing, the hearing officer shall forward all records and the report containing a statement of the findings of fact, conclusions, and recommendations concerning the appeal to the Civil Service Board and send a copy of the report to the parties. The hearing officer may recommend to the Civil Service Board the discipline be upheld or modified, or rescinded pursuant to Personnel Rule 22 (e).

J. Costs

The cost of the independent arbitrator and other costs related to obtaining said arbitrator shall be borne equally by the parties. Each party will be responsible for its own costs incurred in the hearing process, including but not limited to costs for legal services, service of subpoenas, and expert witnesses.

K. Civil Service Board

It is expressly understood that this article shall not impinge on the powers and duties of the Civil Service Board as provided for in Section 3 of Chapter XXV, Phoenix City Charter and Rule 22, Personnel Rules of the City of Phoenix.

L. Representation

The parties agree that for the purpose of this article the City will be represented by the Labor Relations Administrator for the City of Phoenix or designee and the employee will be represented by the President of AFSCME, Local 2384 or designee.

Section 2-3: Labor-Management Committee

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the City to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The City shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

A. There shall be a Labor-Management Committee consisting of representatives of the Union and representatives of the City. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and to attempt to resolve problems brought to its attention. **Participants will agree to meet quarterly.**

B. During the term of this M.O.U., the Union and the City shall establish an Apprenticeship Labor Management Committee. The Apprenticeship Labor Management Committee shall be comprised of a maximum of five (5) persons each from Labor and from Management.

C. The Committee shall meet monthly or at other mutually scheduled times.

D. The members shall, upon request for a meeting, provide the Chairman with proposed agenda items, and the Chairman shall provide the members with the meeting agenda in advance of the meeting.

E. The Union shall be advised of management recommendations for contracting of work presently being performed by Unit employees which would directly result in a reduction in the number of permanent Unit positions during the term of this agreement. The Union may request an opportunity to discuss these recommendations in the Labor-Management Committee prior to any final recommendation to the City Council. Failure by the City to notify the Union under this Article may be subject to the Grievance Procedure of this Memorandum.

   The Management recommendations, and final decision thereon by the City, shall not be subject to the Grievance Procedure (Article 2 Section 2-1) of this Memorandum.

F. Any signed/dated written Labor/Management agreements with the signatures of both parties and the Chairperson will be binding on the parties for the remaining term of this M.O.U.

Section 2-4: Health and Safety Committee

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

A. The City will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with the State's Occupational Safety and Health Law.

   The City will continue its practice of providing personal protective equipment to protect employees from recognized safety and health hazards, this includes voucher for boots on an as needed basis.

   A Unit employee may file, without fear of discipline, retaliation, or discrimination, a grievance (Article 2 Section 2-1) when, in his best judgment, the City has failed to

comply with specific safety and health standards promulgated by local, state, and federal regulations.

B. In order to facilitate this policy, a joint committee entitled "Health and Safety Committee" shall be established. This committee shall be composed of two (2) Unit employees appointed by the Union and two (2) City representatives as designated by the City Manager. The chair shall rotate among the members.

C. The committee shall meet quarterly or at other mutually scheduled times to consider on-the-job safety matters referred to it by the existing departmental safety committees and safety officers, or otherwise coming to its attention, and shall advise Department Heads and the City Manager concerning on-the-job safety and health matters.

   All written recommendations of the committee shall be submitted to the Department Head concerned and to the City Manager.

D. In the discharge of its function, the committee shall be guided by the applicable regulations of the State's OSHA agency, and the City's existing practices and rules relating to safety and health, and formulate suggested changes.

E. Employee members of the committee shall not lose pay or benefits for meetings mutually scheduled during their duty time. Union members assigned to the Health and Safety Committee shall be permitted to attend Department Health and Safety Committee meetings.

ARTICLE 3: Compensation/Wages

Various sections of this M.O.U. contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that do not provide a direct payment to each unit member have been negotiated in place of a direct payment and costed as part of the overall economic package. Examples include: life insurance, long term disability insurance, leave payouts, etc.

Section 3-1: Wages

A. **In year one of this agreement, the economic value of ongoing total compensation increases will equal 1.5%. Unit 2 employees will also receive a non-continuous payment equal to the economic value of 2.5% total compensation. Finally, Unit 2 employees will also receive an additional ongoing increase equal to the economic value of 0.5% of total compensation for agreeing**

to the City's transparency and accountability proposals. This will be paid as follows:

1. **A 2.38% base wage increase, effective the first full pay period in July 2021.**
2. **A non-continuous payment of $2,235 for each full-time employee to be paid out on the first full pay period in August 2021.**

B. **In year two of the agreement, the economic value of ongoing total compensation increases will equal 1.5%. Unit 2 employees will also receive a non-continuous payment equal to the economic value of 2.5% total compensation. This will be paid as follows:**

1. **A 1.78% base wage increase effective the first full pay period in July 2022.**
2. **A non-continuous payment of $2,279 for each full-time employee to be paid out on the first full pay period in August 2022.**

The City will evaluate the American Rescue Plan Act and will provide a (non-specified) percentage of premium pay as allowed by the legislation and deemed appropriate by the City Council, balancing the needs of the community and employees in their development of a strategic plan for the ARPA funds. The strategic plan will follow guidelines provided by the Department of Treasury. This language will expire at the conclusion of the 2021-2023 MOU.

C. If the City projects a General Fund surplus for Fiscal Year 2018-2019 in the five-year forecast that is presented to City Council in February 2018, the parties will Meet and Confer in February 2018.

D. Licensed Pesticide Applicators shall receive fifty ($.50) in addition to their base hourly rate for each hour engaged in assigned and authorized activities when applying, mixing, or managing herbicide or pesticides. This compensation includes any preparation and maintenance of application equipment.

E. Unit II Employees required by the City to maintain a Commercial Drivers License (CDL) as a secondary part of their regular position duties shall receive twenty cents ($.20) in addition to their base hourly rate. This pay is not applicable to all positions in classifications which hold CDLs, nor is it applicable to positions in classification in which driving is a primary function of the position.

F. It is understood that for implementation purposes, the practice of rounding off fractional cents shall be done in accordance with universally accepted mathematical and accounting principles.

G. The term "Pay Schedule" shall mean the schedule computed and published by the Human Resources Department for payroll purposes.

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Unpaid “Floating” Holidays

Unpaid “floating” holidays must be designated and approved by their supervisor by August 1 of each fiscal year. If not all unpaid “floating” holidays are designated by the deadline, the holidays will be designated by the department by September 1. The unpaid “floating” holiday furlough may be taken in at least a one (1) hour increment. Per state law, New Year’s Day, Independence Day, Labor Day, Thanksgiving, and Christmas must be paid holiday; and therefore, cannot be designated unpaid “floating” holidays.

Administration and approval of unpaid “floating” holidays are not subject to the grievance procedure.

The unpaid holiday requirement will be phased out by Year Two of the 2016-19 MOU.

Section 3-1A: Productivity Enhancement Pay

Productivity Enhancement Pay

In recognition of continuous service and overall performance, the City agrees to the following Productivity Enhancement pay formula for Unit II employees.

A. Pay Benefit:

In November of each calendar year, and June of each calendar year, unit members who have completed at least six (6) years of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for one hundred and three dollars ($103.00) for the completion of each year of continuous full-time service in excess of five (5) years, up to an annual maximum of three thousand five hundred and two dollars ($3,502) at the completion of 22 years of continuous full time service.

In November of each calendar year, and June of each calendar year, unit members who have completed twenty three (23) years or more of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for one hundred thirty-eight dollars and eighty-nine cents ($138.89) for the completion of each year of continuous full-time service in excess of five (5) years, up to annual maximum of six thousand one hundred twelve dollars ($6,112) at the completion of twenty-seven (27) years.

B. Qualifications:

1. An employee must have completed at least one year of continuous full-time service at the top step in his classification.

Qualifications for Productivity Enhancement pay are made in the base class and will not be affected by movement into or out of assignment positions. As well, Productivity Enhancement pay will not be affected by movement to positions within the same pay range.

When a position is reclassified to a higher classification, or when a classification is assigned to a higher pay range, incumbents who are receiving Productivity Enhancement pay shall be moved to that step of the new range which corresponds to the closest to their combined base pay and previous Productivity Enhancement amount (incumbent's annualized payment), and which does not result in a decrease from that amount. The placement in the new range will be limited to the maximum step in the range. If the reclassification or pay range change results in only a maximum possible one-range increase and the incumbent is receiving Productivity Enhancement pay, he/she will be moved to the top step and continue to be eligible for Productivity Enhancement pay.

2. An employee must have completed six (6) years of continuous full-time service.

3. An employee must have received an overall performance rating of "Met" on his latest scheduled performance evaluation on file at the time of the qualifying date.

4. An employee must be on full-time active status. Employees on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the employee returns to active employment.

C. Terms of Payment:

1. The Productivity Enhancement payment will be pro-rated and included each pay period in the qualifying unit member's regular paycheck.

Section 3-2: Overtime

A. Overtime is defined as time assigned and worked beyond the regularly scheduled workweek or daily work shift; it being understood that overtime for Unit members who normally work a daily work shift of eight (8) consecutive hours, including a paid meal period on the job, is defined as time assigned and worked in excess of forty (40) hours in a seven (7) day work period, or eight (8) hours per daily shift including paid meal periods. In addition, when an employee is assigned and works two (2) eight (8) hour shifts, and/or two (2) ten (10) hour shifts, or any combination of the two shifts, the second of which commences less than twelve (12) hours after the regularly scheduled conclusion of the first, that amount of time falling within said twelve (12) hour period is deemed overtime for purposes of Section 3-2 D below, except, however, that such twelve (12) hour rule does not apply to regular shift change

situations, relief positions, and positions in the classification of Event Services Worker at the Phoenix Convention Center. The twelve (12) hour rule also does not apply if an employee works less than a full shift either before or after his/her regular shift.

B. For the 2019 – 2021 M.O.U. contract, except for paid sick leave, all duly authorized paid leave time shall be considered as time worked for the purposes of the regularly scheduled workweek (but not daily work shift). Paid sick leave shall not be considered as time worked for the purpose of calculating overtime for the regularly scheduled workweek.

   The employee's appropriate leave bank will be charged only for the difference between the scheduled daily work shift and the hours actually worked that day.

C. Overtime shall be worked and shall be allowed if assigned by the non-Unit supervisor or other authorized representative of the City.

D. Overtime work will be compensated at one and one-half (1 1/2) times the regular rate, which will be computed in accordance with provisions of the Fair Labor Standards Act. Such payment will commence after the first seven (7) minutes.

E. In lieu of cash payment, a Unit member may request compensatory time credits up to a maximum accumulation of two hundred and fifteen (215) hours. Authorized overtime hours worked in excess of the maximum accumulation shall be paid in cash. The request for compensatory time credit must be made at the time the overtime is worked. The Department Head shall make the final determination on the method of payment (either cash or compensatory time). Use of compensatory time off shall be subject to departmental approval and scheduling.

F. Compensatory Time Conversion

   Effective July 1, 2018, a unit member may convert accumulated compensatory time credits to cash twice per M.O.U. year, up to a maximum of seventy (70) hours by notifying the Department Head in writing of such intent either July and/or November. Payment will be made on or before August 31 or November 30.

G. The City shall endeavor to distribute the opportunity for non-standby overtime equally between employees or crews of employees within the same classification and work location.

   Records of overtime worked by employees shall be provided to the designated Union Steward, to be posted on a quarterly basis on Union bulletin boards. In areas where no Steward is available, the list will be sent electronically to the Union Hall general email address: afscme2384@afscme2384.com. In addition, records of overtime worked by Unit members shall be made available for inspection by an authorized representative of the Union upon advance request and at reasonable times.

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H. Overtime shall be voluntary, except however, the City reserves the right to assign overtime in the event insufficient employees volunteer, or to avoid inadequate staffing, or to ensure service delivery, or to conduct mandatory training.

I. Where a ten (10) hour, four (4) day workweek schedule is implemented, overtime is defined as time assigned and worked beyond ten (10) hours a day or forty (40) hours a week.

Section 3-2A: Call Out Pay

The eight (8) hour period before the start of a Unit employee's regular shift is to be called "rest time." If an employee is called out during this time, the employee shall be allowed to adjust their work hours up to 4 hours (flex time) to allow the employee to have proper rest before the start of the employee's shift, whenever possible at the supervisor's discretion. Example: An employee starts at 6 am, and is allowed to start at up to 10 am to 8 pm.

An employee shall have a minimum of three (3) hours' pay at overtime rates when called out for work after going home from a shift, or when called out for overtime work while on standby pay.

Overtime for this call-out shall begin when employees report to the place where they are instructed to report and shall terminate forty-five (45) minutes after being relieved from duty. These forty-five (45) minutes travel time shall be included in the minimum guarantee and shall be paid only if the total work and allowed travel time exceed the minimum.

Travel time shall not apply when the employee is working on overtime which was planned in advance. An employee requested to report early, before the normal starting time of the shift, shall not be eligible for travel time, but would qualify for overtime for the extra time worked.

Provisions of this section shall be interpreted in a manner which complies with the Fair Labor Standards Act.

Remote Access Support
Employees on Stand by called to perform work by remote access, such as VPN, shall receive a minimum of thirty (30) minutes pay at the overtime rate or the actual amount of time expended, whichever is greater. Remote access overtime shall be paid even when more than one call out is made provided these calls are separated by more than thirty (30) minutes. Calls placed closer than thirty (30) minutes shall be treated as a single event and subject to the actual time worked or minimum payment.

Telephone Support
Employees on Stand by called to perform work by means of telephone support shall receive fifteen (15) minutes pay at the overtime rate or the actual amount of time expended whichever is greater. Telephone support overtime shall be paid even when

more than one call out is made provided these calls are separated by more than fifteen (15) minutes. Calls placed closer than fifteen (15) minutes shall be treated as a single event and subject to the actual time worked or minimum payment.

Section 3-3: Out-of-Class Pay

A Unit employee who is temporarily required to serve in a regular authorized position in a higher classification shall be compensated at a higher rate of pay in accordance with the following:

A. To be eligible for the additional compensation, the Unit employee must first accumulate ten (10) regular working shifts of assignment in the higher class within any twenty-four (24) month period. Satisfactory performance during a previous appointment to the higher class will be credited to the qualifying period. The days of out-of-class will be credited to the qualifying period. The days of out-of-class assignment need not be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. In addition, out-of-class credit shall be given for out-of-class work for five (5) hours work for a ten (10) hour shift and for four (4) hours work for an eight (8) hour shift.

B. Temporary assignments out-of-class shall be recorded only in full shift units. A Unit employee working out-of-class for five (5) hours for a ten (10) hour shift or four (4) hours for an eight (8) hour shift shall be credited with working out-of-class for the entire shift.

C. To qualify for out-of-class pay, a Unit employee must be given the assignment in writing by a non-Unit supervisor or other authorized management representative of the City.

D. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class. Such time, however, shall be submitted by the employee as creditable experience in promotional examinations for the higher class.

E. A Unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class. In the event of overlapping Unit salary ranges, a minimum one-step differential shall be paid for out-of-class assignments into Unit classifications. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-class work assignments. The overtime rate shall be the rate established by the overtime regulations that apply to the higher classification.

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Section 3-4: Sick Leave Conversion at Retirement

A. Sick Leave Cash Out Formula

Effective July 8, 2002, the following benefits shall apply:

Upon retirement, bargaining Unit employees with a minimum of 750 hours of accrued and unused sick leave, excluding the first 250 hours, will be paid for 25% of the remaining hours as base hourly wage.

Additional language of this Section 3-4 is contained in Attachments B and C.

Section 3-4A: Sick Leave Payout

All accumulated sick leave hours on the city's official file at the time of the member's death will be paid. Payment will be based upon the member's base hourly rate at the time of death.

Section 3-5: Shift Differential Pay

Unit employees shall receive ninety cents ($0.90) per hour in addition to their regular rate of pay when working a night shift which ends at or after 9:00 p.m., and before midnight, and one dollar and twenty-five cents ($1.25) per hour in addition to their regular rate of pay when working a night shift which includes work during the period after midnight to 4:00 a.m.

Employees shall receive shift premium pay only for hours scheduled and worked, and not while on paid leave time.

Shift premium pay shall continue to be paid at the rate of the regular shift for any additional hours worked following the regular shift. Effective July 1, 1999, night shift premium pay applies to regular part-time employees.

Section 3-5A: Weekend Shift Differential Pay

Employees shall receive shift premium pay only for hours scheduled and worked, and not while on paid leave time.

Effective July 10, 2006, a Unit member shall receive forty cents ($0.40) per hour in addition to his base hourly rate of pay and any other shift differential or any other premium pay he may be receiving for working a weekend shift. A designated weekend shift is defined as any shift that starts on or after 2:00 p.m., on Friday, and continuing through any shift that starts on or before, but not after 11:59 p.m., on Sunday.

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A Unit member shall receive weekend shift pay differential only for hours scheduled and worked, and not while on paid leave.

A Unit member who is called out and works between 2:00 p.m., on Friday and 11:59 p.m., on Sunday, will be paid weekend shift differential for all hours worked at the rate specified in this article. If a Unit member was called out while on stand-by status, he will not receive weekend shift differential.

Section 3-6: Stand-By Pay

When a Unit member is required to be available for call-out outside the employee's regular work schedule, the member shall be compensated for such assigned stand-by hours at two dollars ($2.00) per hour. Starting in the first pay period in July 2007, stand by pay shall increase to two dollars and fifty cents ($2.50) per hour. Employees serving in stand-by assignments shall be subject to contact requirements as provided for by the Department Head.

Section 3-7: Show-Up Time

Except in emergencies, an employee who is scheduled to report for work, has not been notified to the contrary, and presents himself for work as scheduled, shall be paid for at least four (4) hours at the applicable rate of pay. If work on the employee's regular job is not available for reasons beyond his control, the City may assign the employee substitute work. In the event scheduled work is interrupted due to conditions beyond the City's control and substitute work is not available to be assigned, affected employees shall be paid for four (4) hours at the regular rate of pay, beginning at release, or to the end of the scheduled work shift, whichever occurs first.

Except in emergencies, an employee who is scheduled to report to work for overtime, has not been notified to the contrary, and presents himself for work as scheduled shall be paid for at least four (4) hours at the applicable rate of pay. An employee who is entitled to four (4) hours of pay due to cancellation in whole or in part of their shift will not receive pay for travel time to and from the worksite for this shift. Employees are not entitled to submit vacation or compensation time for the remainder of an overtime shift.

An employee will only be paid at the overtime rate for hours “actually worked” and will be paid at the otherwise applicable rate of pay for the remainder of the four (4) hours. “Actually worked” is defined as the time the employee is scheduled and available to perform work or performing job duties, prior to being released by a supervisor because that work has ended.

Employees released hereunder prior to the end of their scheduled shift may be required to stand by and keep themselves available for immediate call-back during the balance of

their scheduled shift (for which time they shall be entitled to stand-by pay under Article 3, Section 3-6, "Stand-By Pay" hereof). An employee shall have the option of using either vacation time or compensatory time for the balance of his regular shift. Employees called back to work shall be entitled to their regular pay only and not any premium for work performed during the balance of their regularly scheduled shift.

Section 3-8: Jury Duty

A Unit employee called for jury duty or subpoenaed by a court as a witness shall be granted a leave of absence from municipal duties without loss of pay for the time actually required for such service and reasonable travel time and shall, if he chooses, retain jury or witness pay, except where such testimony or witness duty is the result of an employee's official duties as a City employee.

To be eligible for paid leave for jury or witness duty, an employee must present verification of his call to jury duty or witness duty.

Paid witness leave shall not be allowed when the Unit employee is the defendant or plaintiff in a court action.

Section 3-9: Deferred Compensation Program

The City will contribute 3.62% of the base wage to a 401(a) Deferred Compensation Plan (DCP) for each Unit employee for each year.

ARTICLE 4: Hours of Work/Working Conditions

Section 4-1: Hours of Work

A. This Article is intended to define the normal hours of work and to provide the basis for calculation and payment of overtime pursuant to Article 3, Section 3-2.

   The City, in collaboration with the Union, may experiment with flextime schedules when the following conditions are met:

   a. Approval of Department Head
   b. Approval of Union President
   c. Mutually agreed schedule between Unit Member and Supervisor
   d. Signed Wavier

B. The work week shall only consist of a schedule of consecutive work days in a seven (7) calendar day pre-established work period, except in the Equipment Management

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Division of Public Works Department. Any changes to the consecutive workday schedule will be made by mutual agreement between AFSCME 2384 and the City on the 4 day, 10 hour work shift.

C. Within a five (5) day work schedule, the work day will consist of eight (8) hours of work within any twenty-four (24) hours in a pre-established work schedule, excluding relief positions. Within a four (4) day work schedule, the work day will consist of ten (10) hours of work within any twenty-four (24) hours in a pre-established work schedule, excluding relief positions.

The City and the Union recognize that no regularly scheduled shift lengths, other than those outlined in Article 4, shall be observed in Field Unit II.

D. Relief Crews

At the 9lst Avenue and 23rd Avenue Wastewater Treatment Plants, there may be one (1), but no more than one (1), relief crew per plant as determined by management.

E. Permanent regular work schedules showing the employees' shifts, workdays, and hours shall be posted on appropriate department bulletin boards.

F. When changes are to be made by the City on a permanent basis for other than emergency reasons, or where new permanent schedules are to be adopted, the City will notify the affected employees and the Union Hall, not less than fourteen (14) calendar days in advance and will notify the Union of such changes, prior to actual implementation.

In emergency situations, temporary work schedules may be adopted without the fourteen (14) calendar days notice to the affected employees. "Emergency" shall mean unforeseen operational circumstances.

Employees have the option to waive their fourteen (14) calendar day notice and begin their new schedule with the City and Union's written approval.

G. Summer hours shall begin no later than the last Monday in April and shall terminate no earlier than the second Monday in September whenever such scheduling impacts operations, all of which are within the discretion and control of the City, and where such summer scheduling has been customarily used in the past. Summer scheduling may, at the discretion of the City, be implemented earlier in the year than specified in this section, or terminated later in the year than specified in this section.

H. The City may implement ten (10) hours per day, four (4) days per week work schedules when it is determined by the City that such scheduling is beneficial to City operations.

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Section 4-2: Rest and Lunch Periods

Scheduled work shifts shall include meal periods to be observed as follows:

5 DAY WORK WEEK	MEAL PERIOD
8 hours	Under normal conditions, no less than 30 minutes on the job, paid at straight time.
8-1/2 hours	No less than 30 minutes, unpaid.
9 hours	No less than 60 minutes, unpaid.
4 DAY WORK WEEK	MEAL PERIOD
10 hours	Under normal conditions, no less than 30 minutes on the job, paid at straight time.
10 1/2 hours	No less than 30 minutes, unpaid.
11 hours	No less than 60 minutes, unpaid.

Two (2) non-work periods of fifteen (15) minutes during the above scheduled work shifts shall be permitted to promote the health, safety, and efficiency of employees on the job. Activities of employees during those non-work periods shall not be subject to any unreasonable restrictions.

When work demands permit, with a supervisor's approval, a Unit member may combine their thirty (30) minute meal period with one of his fifteen (15) minute rest periods to achieve a forty-five (45) minute meal period. This paid leave time counts as hours worked.

When a unit member works overtime of two (2) hours or more in addition to their daily work shift, they shall be entitled to an additional fifteen (15) minute break. Every additional two (2) hours of overtime will entitle an employee to an additional fifteen (15) minute break.

After four (4) consecutive hours of overtime, a unit member shall be entitled to a paid meal break of thirty (30) minutes, but in no event shall a unit member be entitled to more than one such break for every eight (8) consecutive hours of overtime.

Employees shall be allowed reasonable time, as necessary, for personal clean up prior to the commencement of the lunch and break periods.

Section 4-3: Clean-Up Time

Unit employees will be given time, in keeping with past practice, at the end of a normal daily shift for personal clean up. Such time is in addition to and exclusive of any time the City requires be spent for maintaining equipment.

Section 4-4: Seniority

A. The City shall provide the Union with a list of Unit members showing each Unit member's City employment date and class employment date.

B. Seniority shall be by length of service within a class. If seniority within the class is not determinative, then length of service with the City shall prevail.

C. Seniority shall be used as a factor consistent with established Civil Service procedures in choice of training, work assignments, vacation schedules, and in the determination of layoffs.

Section 4-5: Bump/Bid Procedure Equipment Management Division

Policy: To provide an equitable system for employee selection of shift, days off, and area location, the Union and the City recommend that departments considering the implementation of a bump/bid policy for a designated group of Unit II employees use this article as a guideline in the development of their policy.

A. General Guidelines

1. Annual Bump/Bid

   There will be a full Bump/Bid each fiscal year, in December, which will become effective the first pay period in January.

2. Interim Bump/Bid

   A layoff, a transfer of a vacant position number to another shift or shop, the addition of a permanent position number, a promotion, demotion, dismissal, resignation, or retirement will be filled subject to the in-class Bump/Bid. This means that any time positions become vacant within a particular classification, an open sign-up will be held. Vacant positions will be filled according to the seniority ranking of interested employees within a class.

3. Exceptions

   a. The specialties listed below will be exempt from the general Bump/Bid procedure. Employees in these specialties will Bump/Bid only within their specialty and/or section.

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1) Motorcycle Mechanics
2) Heavy Equipment Mechanics in the following assignments:
   -Fire shop
   -Off-road equipment
   -Aerial equipment
   -91st Ave. Treatment Plant
   -Landfills
3) Police substations-
   -Auto Technicians (master)
   -Fire Shop Auto Technicians
   -Equipment Service Worker II
4) Leads
5) Temporary, new hire and promoted employees*
6) Rovers
7) Make-ready shop (all personnel)
8) Service writers
9) Auto Parts Clerk III (annual bump for this class will be effective after the physical inventory each year).
10) Engine diagnostic specialist
11) Auto Mechanic at the 91st Ave. Treatment Plant

* Management reserves the right to place new employees on any shift and location for a six (6) month period for training and evaluation purposes. These employees become subject to the Bump/Bid procedure upon completion of six (6) months' employment. The day after the due date shown on their six (6) month performance rating will be the effective date.

At the end of the six (6) months, the position occupied by the temporary, new, or promoted employee will become available to the most senior employee who has signed up within the class. The two employees will then "switch" positions until the next Bump/Bid.

b. Positions of employees who have been on long-term industrial leave or light duty, or personal illness, for at least one hundred (100) days, at the time of the annual bump/bid will be excluded from the process. Upon return to regular, full-time employment, management will assign the employee to an available shift and location until the next Bump/Bid. Employees must return to work seven (7) days prior to the original bump/bid posting to be included in the bump/bid.

4. Annual Bump/Bid Completion

All personnel shall be frozen into the position selected, except to bid for openings created as outlined in Section 4-5 A (2) "Interim Bump/Bid."

5. Delegation of Authority

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Employees may delegate/select a representative to participate in the bump/bid in their absence. This may be done by completing **a proxy form** and presenting it at the designated sign-up time. This form must be signed by the delegating employee and the employee performing the selection. The actual Bump/Bid Sign-up Sheet will be annotated by the employee's representative printing the employee's last name and initialing the entry. **The Proxy form will be created in Labor Management with the City and Unit II in efforts to create one universal document. The Labor Management committee will also identify procedures of distribution, request process, process to submit, deadlines and any other concerns regarding this form.**

6. Official Notification

   The annual bump/bid will be posted, in its entirety, for a minimum of fourteen (14) calendar days prior to the official sign-up date. A copy of the document will be posted at all Equipment Management Division Facilities.

B. Seniority

Seniority within classification will be the principal factor for bumping and/or bidding.

1. Determination of Seniority

   Seniority constitutes length of certified status within a class of the City service. When two or more employees have the same length of time in the class, the employee with the longest certified City employment time shall be senior. If a tie still exists, the employee with the least amount of leave of absence without pay (excluding leave of absence due to sickness, injury, or military service) shall have the greater amount of seniority.

2. Dispute Resolution of Seniority

   Any disputes concerning the calculation of seniority length will be resolved by the Public Works Department Human Resources Officer using the guidelines identified in the above "Determination of Seniority."

ARTICLE 5: Benefits

Section 5-1: Health Insurance and Employee Assistance

The City will continue to offer health insurance plans for Unit members.

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A. Medical and Dental Insurance

1. Effective August 1, 2004**,** the City and the Union agree to maintain the current split for the health insurance monthly contribution for both single and family coverage. If there is a rate increase or decrease, the City will pay 80% of the new monthly contribution and the employee will pay 20%.

2. It is understood between the City and the Union that any changes in health insurance benefits or rates shall be effective on or about January 1, and that the City's monthly contributions will not, under any circumstances, exceed the actual premium cost.

B. Employee Assistance Program

The City will continue the Employee Assistance Program, which will provide confidential individual and family counseling to all Unit employees and their eligible dependents. These services will be furnished by an independent contract agency to be chosen by the City.

C. The City agrees to the continuation of a Health Insurance Advisory Committee for the purpose of studying existing plans and to explore alternative plans. The Committee shall include representatives of the City and Local 2384.

D. The $150 monthly allowance for Post Employment Health Plan accounts (PEHP) continues for all qualifying employees eligible to retire after August 1, 2022. (The date of an individual's retirement eligibility was determined on August 1, 2007).

Section 5-2: Dental Insurance

The current dental split will also remain the same. If there is a rate increase or decrease, the City will pay 100% of the new monthly contribution for single coverage. If there is a rate increase or decrease, the City will pay 75% of the new monthly contribution, and the employee will pay 25% for family dental coverage.

The City agrees to contribute 100% of the cost to provide dental insurance **for employees enrolled in the base HMO or PPO plan** for single employee coverage, and 75% of the cost for family coverage.

The City agrees to retain the dental insurance plan for Unit members and their qualified dependents. The plan shall consist of eighty percent (80%) payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The Plan shall also include an orthodontia benefit providing for eighty percent (80%) payment of reasonable and customary charges up to a maximum lifetime benefit of four thousand dollars ($4,000) per person. This plan is subject to the

deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix.

Section 5-3: Life Insurance

The City will provide at no cost to Unit employees off-the-job and on-the-job life and dismemberment insurance with a face value equivalent to the employee's annual base salary rounded up to the next one thousand dollars ($1,000.00) or twenty-five thousand dollars ($25,000.00), whichever is greater; in addition, the City will also provide death in the line of duty insurance with a face value of seventy-five thousand dollars ($75,000.00). It is understood between the City and the Union that any change in life insurance benefits shall be effective on or about January 1. The designated beneficiary of a Unit member will be paid for all accumulated sick leave hours that remain on the City's official file at the time of a line-of-duty death of the Unit member, and payment will be based upon the Unit member's base hourly rate of pay at the time of death. The beneficiary shall be that person designated on the Employee Declaration of Beneficiary card for the City of Phoenix Group Life Insurance Program on file in the City Human Resources Department.

Additionally, the City will provide to each Unit member a $200,000 death benefit covering the Unit member’s commutation to and from his City work location. This policy will be consistent with the policy negotiated in 1997 with CIGNA Group Insurance, and will cover the Unit member commute for up to two hours before his shift begins, and two hours after his shift concludes. The Union will only pay the cost of this benefit the first year of the M.O.U.

In the event of the death of a Unit member while commuting to or from his work location, for a period of two hours each way, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. This policy will be consistent with the terms of the 1997 agreement between the City of Phoenix and CIGNA Group Insurance, for the payment of a supplementary commutation life insurance policy for each Unit member. The Union will pay the cost of this benefit, if any, the first year of each new M.O.U. period.

Section 5-4: Long-Term Disability Insurance

Pursuant to A.R. 2.323, the City will offer a long term disability benefit for all regular full-time unit members. The City may revise the A.R., provided, however, that such revisions shall not conflict with the express provisions of the M.O.U. Employees who have been continuously employed and working on a full-time basis for twelve (12) consecutive months are eligible for long term disability coverage. After an established ninety (90) calendar day qualifying period, the plan will provide up to 66 2/3% of the employee's basic monthly salary at the time disability occurs and continue up to age seventy-five (75) for employees who have been employed full-time for 36 months and one day. This benefit will be coordinated with leave payments, industrial insurance payments, unemployment

compensation, social security benefits, and disability provisions of the retirement plan. **Unit II members must apply to activate this benefit.**

Employees who have been employed full-time with the City of Phoenix for 36 months or less, will be eligible to receive a long term disability benefit for no more than thirty (30) months. **Unit II members must apply to activate this benefit.**

Section 5-5: Holidays and Vacation Leave

A. Employees, except those on hourly paid status, shall, when possible, without disrupting the various municipal services, be allowed the paid holidays listed below:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez's Birthday	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Day	Friday after Thanksgiving Day
Christmas Eve	Four (4) hours on December 24
Christmas Day	December 25
24 Personal Leave Hours	After completion of six (6) months' service

1. Personal leave hours are added to an employee's vacation leave bank to be used as such.

2. When a holiday named herein falls on Sunday, it shall be observed on the following Monday, and when a holiday named herein falls on a Saturday, it shall be observed on the preceding Friday, except that the Library Department may

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observe such holidays on Saturday, and in the case of continuous and/or seven (7) day operations, holidays shall be observed only on the calendar days on which they actually fall. This paragraph shall not apply to Christmas Eve which shall be granted only when it falls on the employee's regular scheduled workday.

A Unit employee working in continuous and/or seven (7) day operation, whose regularly scheduled day off falls on a holiday specified above, who is not on standby (Article 3 Section 3-6), and who is scheduled to work a regular shift on such holiday and scheduled day off, shall be compensated as follows: eight (8) hours pay for the holiday plus pay at time and one-half (1 1/2) the regular rate for each hour assigned and worked to a maximum of eight (8) hours.

B. Vacation Accumulation

Vacation accrual, carryover, and separation pay-out shall be governed by the following table:

SERVICE	MONTHLY ACCRUAL
0-5 years	8 hours
6-10 years	10 hours
11-15 years	11 hours
16-20 years	13 hours
21+ years	15 hours

MAX. CARRYOVER	MAX. PAYOUT
192 Hours	240 Hours
240 Hours	300 Hours
264 Hours	330 Hours
312 Hours	390 Hours
360 Hours	450 Hours

Unit members shall be allowed “vacation sell-back” twice per calendar year, on the last paycheck of November and/or May. The total annual buy out is up to a maximum of eighty (80) hours taken in no more than forty (40) hour increments, after the employee has accumulated a minimum of one hundred twenty (120) hours of vacation leave. The employee must take a minimum of forty (40) hours of vacation/comp-time during the calendar year to qualify for these payments.

From July 1, 2016 through June 30, 2018, the vacation sell back remains in concession at 40 hours maximum. Effective July 1, 2018, this benefit is restored to 80 hours.

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Unit members may contribute accrued vacation or compensatory time to other employees in accordance with City policy governing contribution of leave for serious illness of an employee or their immediate family member. An immediate family member is defined as the employee's spouse, qualified domestic partner, mother, father or child. Child is defined as a biological, adopted, foster or stepchild, legal ward, or a child of a person standing in place of a parent. Or a brother, sister, grandparent, or in-law who are living with the employee and under his/her care. Requests to receive such leave contributions will require a completed doctor's certification.

The parties agree that on the following specified holidays starting in July 2009, all unit members whose regularly assigned work week consists of four (4) ten-hour (10) shifts, shall not be required to submit documentation for two (2) hours of paid leave on the following holidays:

1. Independence Day, July 4
2. Labor Day, September, First Monday
3. Veterans Day, November 11
4. Thanksgiving Day, November, Fourth Thursday
5. Friday after Thanksgiving Day
6. Christmas Day, December 25
7. Memorial Day (effective May 2010)

Section 5-6: Uniforms

A. Airport Security Guards (Class Code 24000) uniforms will be supplied by the Aviation Department.

B. On the effective date of this Memorandum, the City will assume responsibility for the weekly cleaning/laundering of uniforms issued to those Unit members who are employees of the Equipment Management Division of the Public Works Department.

Section 5-7: Parking

Employees regularly assigned to the Airport Terminal buildings shall be provided parking facilities without charge at a location at the airport to be specified by the Director of Aviation.

Effective July 8, 2002, all employees who pay for parking will be charged half price at any downtown City owned parking garage if they park a motorcycle.

All regular full-time and regular part-time Unit employees will receive, upon request, a City issued bus pass at no cost to the employee.

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Section 5-8: Tool Allowance

A. Unit employees in the following eligible classifications will receive a tool maintenance allowance of three hundred dollars ($300.00) per annum.

Payment for tool allowance will be made on or about September 1.

Classification

User Technology Specialist U2

Instrumentation and Control Specialist

Trades Helper, Assigned U2

Equipment Service Worker I

Electrician Helper

Electrician Apprentice

Electrician

Electrician, Assigned Lead

Traffic Signal Technician

Telecommunications Specialist

Welder, Assigned U2

Building Equipment Operator I, assigned U2

Building Equipment Operator II, assigned U2

Building Maintenance Worker, Assigned U2

Locksmith

B. Unit employees in the following eligible classifications will receive a tool maintenance allowance of six hundred dollars ($600.00) per annum.

Payment for tool allowance will be made on or about September 1.

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Equipment Service Worker II

Automotive Technician and all assignments

Heavy Equipment Mechanic and all assignments

Equipment Repair Specialist

Body Repair Specialist

Helicopter Mechanic

Fuel Systems Support Technician

Aircraft Technician and assignment

Section 5-9: Parental Leave

A. The City will, as a matter of general policy, and subject to operational needs, authorize up to three (3) months of unpaid leave for an employee who is the parent of a newly born or legally adopted child or any Unit member who needs to care for an ill family member. Family members include spouse, children (natural, adopted, foster, or stepchildren), brother, sister, parents, grandparents, as well as others living in the same household with the employee. Approval and use of this leave shall be subject to existing Personnel Rules.

B. An employee may use up to ten (10) hours of accumulated sick leave in at least one-hour increments each calendar year for the home care or medical treatment for an immediate family member residing in the employee's household. When there is an extreme illness or injury situation where a life or death question exists involving an immediate family member, an employee may use up to five (5) days of accumulated sick leave. (This should not be construed as bereavement leave under Personnel Rule 15g).

   In addition, employees may have dependent care situations where the above leave is insufficient to cover their absence. Therefore, employees will be allowed to use unscheduled accumulated vacation or compensatory time for the care of an immediate family member up to a maximum of five (5) incidents not to exceed a total of forty (40) hours each calendar year.

   For all the above mentioned leaves, (sick leave, vacation, and compensatory leave) the employee will not have these leaves be considered a negative factor, when evaluating the job performance of an employee involved in a leave-management program, up to a maximum total of seven (7) incidents per calendar year. An incident is defined as an absence from work, regardless of the length of time.

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An immediate family member is defined as the employee's spouse, qualified domestic partner, mother, father or child. Child is defined as a biological, adopted, foster or stepchild, legal ward, or a child of a person standing in place of a parent. Or a brother, sister, grandparent, or in-law who are living with the employee and under his/her care.

ARTICLE 6: Miscellaneous

Section 6-1: Saving Clause

A. If any article or section of this Memorandum should be held invalid by operation of law or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them, shall meet and confer to endeavor to agree on a substitute provision or that such a substitute provision is not indicated.

Section 6-2: Copies of Memorandum

Within sixty (60) days of the date that this Memorandum is adopted by the City Council, the Union will arrange for printing of jointly approved copies of it for furnishing one to every Unit employee, Unit supervisor, and to management personnel. The cost of such duplication and distribution will be borne equally by the Union and the City.

Printing vendors secured by the Union shall comply with Ordinance G-1372 (Affirmative Action Supplier's Ordinance), as may be amended, and Ordinance G-1901 (Affirmative Action Employment by Contractors, Subcontractors and Suppliers), as may be amended.

Section 6-3: Apprenticeship Programs

The City will make available to the Union copies of all existing apprenticeship agreements affecting Unit II employees.

Section 6-4: Part-Time Employees

A. Hourly paid Unit members, excluding seasonal and temporary employees, who have worked a minimum of fifty (50) hours in each pay period for twenty-six (26)

consecutive weeks shall be entitled to vacation credits of four (4) hours per month. Vacation credits shall be calculated and paid in cash, in December and June.

Continuation of this entitlement will be determined on November 1, February 1, and May 1. If the employee has worked a minimum of fifty (50) hours in each pay period in July, August, and September, his participation shall continue for the period November through January. A similar review and qualification will be required for October, November, and December; January, February, and March; and April, May, and June. If the employee separates from City employment, the participation will cease.

B. Hourly paid employees, excluding seasonal employees, may be considered for advancement from pay step 1 to pay step 2 after completing 1,040 hours of work at step 1. Advancement from pay step 2 to pay step 3 and each subsequent step in a range may be considered after working 2,080 hours in each step.

C. No full-time or part-time permanent employees in the City Civic Plaza Department shall be displaced or their hours reduced by the utilization of temporary employees, unless the issue has been discussed by the parties in a Labor/Management meeting and the City has complied with the provisions of Management Procedure 5.501, dated February 7, 1994.

Based upon mutually agreed upon frequency, departments will establish regular Labor Management meetings with union leadership to ensure productive communications on items such as: department policy changes and the outsourcing of services currently performed by unit members which could directly result in a reduction in the number of permanent Unit positions (“contracting out”).

Section 6-5: Department Certifications and Required Licenses

The City will reimburse Unit members of the Water Services Department for expenses incurred as a result of acquiring and maintaining certification required by the Arizona Department of Environmental Quality. Unit member of the Water Services Department will be reimbursed for 1 (one) fail and/or 1 (one) pass per certification.

Employees will be allowed City time to renew their CDL license and/or related endorsements and will be reimbursed for such renewal fees which include the HAZMAT background screening fee.

The City will provide reimbursements to Unit members for CDL endorsements.

Employees in the Water Services Department will receive a one-time special merit increase/step adjustment when they obtain a higher ADEQ Grade Certification than required for their job classification. Employees must provide a copy of their examination results.

When the employee obtains a higher ADEQ Grade Certification and submits results for reimbursement or merit increase, there will be no change to the employees PMG anniversary date.

Section 6-6: Safety Manual

The parties agree that, during the term of this Memorandum, the City will publish a Safety Manual covering all citywide safety issues.

The Health and Safety Committee established in Article 2 Section 2-3 of this Memorandum will be given the opportunity to review and to offer input on the manual while it is in draft form and before its final publication.

Once published, there will be no changes made in the manual without the review of the Health and Safety Committee.

Employees are entitled to exercise the rules under OSHA by relating to the competent person assigned that the situation is unsafe and in conflict with OSHA rules.

Section 6-7: Term and Effect of Memorandum

A. This Memorandum shall remain in full force and effect commencing July 1, **2021** up to June 30, **2023**, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than December first of the final contract year of its request(s) to modify or terminate it.

B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.

   However, the parties will continue to meet with affirmative willingness to resolve grievance and disputes relating to wages, hours and working conditions without effecting the terms of this agreement.

C. If any section or provision of this Memorandum violates existing Federal, State, or City law, then such law shall supersede such provision or section.

D. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Union having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the City Council or the City Manager.

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E. The provisions of this Memorandum apply to all Unit employees, except that entitlement to health, life, and long term disability insurance; holiday, overtime, and show-up time benefits for regular hourly employees shall continue in accordance with present practice and policy.

Permanent employees shall not be laid off from City employment and replaced by the hiring of part-time employees solely for the purpose of eliminating the cost of existing full-time benefits received by permanent employees.

F. This Memorandum constitutes the total and entire agreements between the parties and no verbal statement shall supersede any of its provisions. All side agreements modified during this contract period must contain an effective starting and expiration timeframe. Any supplements, amendments, or modifications to this M.O.U. shall be executed by duly authorized representative of each party.

Section 6-8:

The City shall create an Employee Memorial for those Unit II employees lost to COVID-19 to thank them for their service to the City of Phoenix. This Memorial can be in conjunction with other Memorials the City may have planned.

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IN WITNESS WHEREOF, the parties have set their hands this
_____ day of May, 2021

_____
Mario Ayala, President, AFSCME Local 2384

_____
Janice Pitts, Deputy Director, Human Resources, City of Phoenix

_____
Ed Zuercher, City Manager, City of Phoenix

ATTEST:

_____
Denise Archibald, City Clerk, City of Phoenix

APPROVED TO FORM:

_____
City Attorney, City of Phoenix

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Addendum A - Allocation of Stewards

The allocation of new steward positions under Article 1 will be referred to the Labor-Management Committee for appropriate action.

Guidelines for designation of new stewards shall include:

1. A designated steward must be one from amongst employees regularly working at a specified job site.

2. The designation of job site stewards shall take into consideration the following:

    a. proportional representation of approximately 1-30,

    b. organizational structure of department,

    c. avoidance of duplicating service,

    d. crew size of work unit divisions.

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ATTACHMENT A
(Subject to Reallocation)

Site Steward Allocations

Department/Division	Site
Aviation/Bldg. Ops.	Sky Harbor Airport
General Aviation	Deer Valley Airport
	Goodyear Airport
Maint/Air. Sect.	Sky Harbor Airport
Op./Custodians	All Term.-Sky Harbor
Electrical Maint.	Electrical Shop
Op./Security	Phoenix Convention Center
Event Services	Phoenix Convention Center
Housing/Conventional	All Conventional Sites
Elderly	All Elderly Sites
Public Works Bldg Maint	2631 S. 22nd Ave.
Equipment Mgmt.	22nd Ave. Service Center
	Fire Operations
	Salt River Service Center
	Union Hills Service Center
	Glenrosa Service Center
	Okemah Service Center
Fire Operations Center	150 S. 12th St.
Street Trans./Materials/Insp.	1034 E. Madison
Street Trans./Survey	1034 East Madison
Street Trans./Operations	2141 E. Jefferson
Waste/Wastewater Treatment	23rd Ave. & Durango
	91st Ave. Plant
Water Pollution Control	
Wastewater Collection	52nd St. & Thomas
	Northwest Service Center
	North Yard
Water Customer Service	A.1-2525 E. Hess
	A.2-2002 E. Maryland
	A.3-16201 N. 21st Ave.
	A.4-2301 W. Durango
	A.5-138 E. Union Hills
Water Production	Verde Plant
	Deer Valley Plant
	Squaw Peak Plant
	Union Hills Plant
	Val Vista Plant
	52nd St. & Thomas
	Phoenix Wells West

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ATTACHMENT A - CONTINUED
(Subject to Reallocation)

Site Steward Allocations

Water Distribution	3045 S. 22nd Ave.
	52nd St. & Thomas
	Corona Yard
	Deer Valley Yard
	Morten Yard
	Paradise Valley Yard
	Heavy Maint. Yard
	Heavy Maint. Yard
Water/Wastewater Specialized Svcs	Electricians
	Heavy Maint.
	Light Maint. (O&M)
	Instrument & Control Specialist

Chief Steward Allocations

Department	Division
Aviation Sky Harbor	All (4)
Police/Fire/Street Trans.	All (3)
Public Works	All (2)
Housing	All (2)
Water/Wastewater	
Wastewater Treatment – 23rd Avenue	91st Avenue (3)
Wastewater Collections	All (2)
Water Customer Services	All (2)
Water Pollution Control	All
Water Production	All (3)
Water Distribution	All (2)
Specialized Services	All (2**)**

Lead Steward Allocations

Department

Aviation (3)
Public Works (2)
Street Transportation
Phoenix Convention Center (2)
Fire
Housing
Police
Water Services (6)

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Attachment B (Relating to Vacation Leave)

All of the following, including the agreed-upon Intent, are material terms of this Attachment B and if any provision contained herein is not accepted by the City, the City Council or the employee group, this entire Attachment B becomes null and void:

Section 3-4 (Continued)

A. Final Average Compensation and Vacation Leave

1. The number of vacation leave hours eligible to be cashed out and included in an employee's Final Average Compensation upon retirement will be limited to the number of vacation leave hours in the employee's leave bank on June 30, 2014, not to exceed 450 hours.

2. The City recognizes that the Union may bring a lawsuit regarding the City's proposed implementation of the practice set forth in this Attachment B by submitting the dispute concerning the City's proposal and planned implementation of the practice in Paragraph B.1 of this Attachment B to a court of competent jurisdiction.

3. The Parties expressly agree that nothing contained in Section 3-4 or this Attachment B shall be construed to constitute an agreement by the Union to the lawfulness of the practice set forth in Attachment B or the lawfulness of implementation of the changes set forth in Paragraph B.1 of this Attachment B. Nor shall anything contained in this Attachment B constitute a waiver of the Union's, employees' or the City's claims or defenses in connection with a lawsuit as set forth in Paragraph B.2. hereof regarding the lawfulness of the City's proposed implementation of the changes set forth in Paragraph B.1. The City agrees not to make any argument based on this Attachment B regarding waiver, estoppel, ratification, novation or any similar arguments based on this Attachment B. The City expressly agrees it waives any rights to argue and will not and may not argue, based on this Attachment B, in any lawsuit as set forth in Paragraph B.2 regarding the lawfulness of City's proposed implementation of the changes in Paragraph B.1, that the Union or Unit 2 employees agreed to the lawfulness of such changes including, without limitation, by asserting that the Union or employees agreed to the lawfulness of such change based on this Attachment B, the negotiations leading up to this Attachment B, the ratification of the M.O.U. by the Unit 2 employees or

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based on any action or statements of the Union in relation to this Attachment B.

4. The Parties further agree that until there is a final judgment and declaration with respect to the rights of the parties regarding the lawfulness of and the proposed implementation of the practice in Paragraph B.1, if the City calculates retirement benefits based on such practice, the Union will not seek a temporary restraining order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1. The City expressly agrees that it waives any rights to argue and will not and may not argue that failure to seek a temporary restraining order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1 constitutes estoppel, an agreement to such practice or waives any rights to challenge such practice nor will the City argue that either the Union or Unit 2 employees agreed to the lawfulness of the practice set forth in Paragraph B.1 or such practices based on the failure to seek a temporary restraining order, preliminary injunction or other interim relief.

5. The City and the Union further agree that in the event a court determines in a lawsuit as described in Paragraph B.2., after final judgment and all appeals are exhausted, that: (a) the vacation payments at issue in Paragraph A are compensation within the meaning of the Charter; or (b) determines that the practice set forth violates the contractually vested rights of employees; or (c) determines that the practice violates either the Arizona or United States Constitutions, the City shall, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, sever Paragraph B.1 of this Attachment B and its terms from this M.O.U. and will take whatever administrative action is reasonably necessary to undo the practice described in this Attachment B as required to implement such court's judgment and make any affected employees whole. The City shall meet and discuss with the Union about such administrative action before such action is taken and shall advise the Union first before advising affected Unit 2 employees about any such administrative action that directly affects Unit 2 employees

6. The City and the Union further agree that, in the event of a final judgment in the Union's favor such as described in Paragraph B.5. of this Attachment, and after all appeals are exhausted, the City will apply such judgment retroactively to undo the effect of the practices described in this Attachment B.1 on any employees affected or bound by this Attachment B and make such employees whole, including without limitation those Unit 2 employees who

retire after June 30, 2014 but before such final judgment and appeals are concluded. The City shall meet and discuss with the Union about what actions are taken to undo the effect of the practices and shall provide the Union with information concerning what Unit 2 employees retired after June 30, 2014 who were affected by Paragraph B.1 of this Attachment B as reasonably requested by the Union. The City agrees that it will not argue or claim that such judgment should be applied prospectively only.

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Attachment C (Relating to Sick Leave)

All of the following are material terms of this Attachment C and if any provision contained herein is not accepted by the City, the City Council or the employee group, this entire Attachment C becomes null and void:

Section 3-4 (Continued)

B. Sick Leave Cash Out Formula (Continued)

1. Final Average Compensation and Sick Leave.

a. The number of sick leave hours eligible to be cashed out and included in an employee's Final Average Compensation upon retirement will be limited to the number of sick leave hours in the employee's leave bank on July 1, 2012, provided all criteria are met as described in Subsection A of Section 3-4 of this M.O.U..

b. Employees with less than 250 hours of accrued and unused sick leave on July 1, 2012, will not meet the minimum balance requirements for a sick leave cash out that can be included in their Final Average Compensation.

c. The portion of accrued and unused sick leave that is not included in the Final Average Compensation upon retirement can be cashed out as a lump sum upon retirement, provided all criteria are met as described in Subsection A of Section 3-4 of this M.O.U..

2. The Parties agree that Paragraph C.1(a-c) of this Attachment C of this M.O.U. shall not take effect, unless and until a final judgment, after all appeals are exhausted, has issued in the City's favor on all claims asserted by the Plaintiffs, as to the lawfulness of the practice described in Paragraph C.1(a-c), in the pending lawsuit, *Piccioli, et. al., v. City of Phoenix, et al*., Ariz. Super. Ct. Case No. CV2012-010330 ("*Piccioli*").

3. The Parties agree that nothing in either Paragraph C.1 (a-c) or this Attachment C of this M.O.U. shall be construed to be a waiver of either the Union's or the City's claims or defenses in connection with the *Piccioli* lawsuit, including any of the City's arguments in defense of continuing its current practice under Administrative Regulation 2.441 or any of the Union's arguments that it never agreed to such changes in the MOU effective July 1, 2012 through June 30, 2014 or otherwise. The City agrees not to make any argument based on this Attachment C regarding waiver, estoppel, ratification, novation or any similar arguments based on this Attachment C. The City expressly agrees it waives any rights to argue and will not and may not argue, based on this Attachment C, in the *Piccioli* matter regarding the City's proposed implementation of the changes in Paragraph C.1(a-c), that the Union or Unit 2 employees agreed to the lawfulness of such changes including,

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without limitation, by asserting that the Union or employees agreed to the lawfulness of such change based on this Attachment C, the negotiations leading up to this Attachment C, the ratification of the MOU by the Unit 2 employees or based on any action or statements of the Union in relation to this Attachment C.

4. In the event a final judgment as described in Paragraph C.2. is issued, the Parties agree that the City may, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, take whatever administrative action is reasonably necessary to implement the practice described in Paragraph C.1(a-c) of this Attachment C, provided such action is consistent with the Court's final judgment. The City shall meet and confer with the Union about such administrative action before such action is taken and shall advise the Union first before advising any other Unit 2 employees about any administrative action regarding implementation of Paragraph C.1(a-c) that directly affects Unit 2 employees.

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City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** *75

REQUEST TO ADD-ON Public Comment on Proposed MOU Between City of Phoenix and AFSCME Local 2960 (Unit 3)

Request for City Council to receive public comment on the terms of the proposed Memorandum of Understanding (MOU) with the American Federation of State, County, and Municipal Employees (AFSCME), Local 2960 (Unit 3).

Section 2-218 (G) of the Meet and Confer section in the City Code provides that a proposed MOU be filed with the City Clerk following its ratification by the employee organization and, "At the earliest practicable date thereafter the City Council of the City of Phoenix shall provide on its agenda an opportunity for public comment on the terms of the Memorandum of Understanding prior to the Council acting thereon."

Responsible Department

This item is submitted by Deputy City Manager Toni Maccarone and the Human Resources Department.

City of Phoenix

Report

Agenda Date: 5/5/2021, **Item No.** *76

REQUEST TO ADD-ON Approving the Memorandum of Understanding Between City of Phoenix and AFSCME Local 2960 (Unit 3) (Resolution 21923)

The City of Phoenix has met and conferred with American Federation of State, County, and Municipal Employees (AFSCME), Local 2960 (Unit 3) in accordance with the terms of Section 2-218 of the City Code, and a Memorandum of Understanding (MOU) has been approved by the organization's membership. A copy of the proposed MOU has been filed with the City Clerk and an opportunity for public comment has been requested as an agenda item preceding this resolution.

The following is a summary of the most significant agreements outlined in the proposed MOU:

TRANSPARENCY

Based on public dialogue about the need for greater transparency and accountability for city employees, several sections of the contract are modified. These modifications are proposed consistently through all City of Phoenix employee contracts. Signing these modifications is tied to an additional compensation increase as described in the COMPENSATION section. These transparency and accountability modifications are as follows:

Investigation language:
Add guidelines for conducting employee investigations.

Discipline to remain for employee’s career:
Change current language that allows discipline to be considered up to 5 years for progressive discipline, transfers, and promotions. Under this agreement, 10 categories of discipline will last for the life of employment beginning July 1, 2021. These are shown in the attached agreement.

Representation on Grievance Committees:
Update current language that rotates other labor groups on grievance committees to ensure an impartial review.

Purging Files:
Place the process into a single chart that makes it clear that discipline remains in the City's human resources files and that there is no "purging" of employee records.

COMPENSATION
AFSCME 2960 is to receive the following total compensation as follows:

Year 1:
Ongoing 1.5% of total compensation
Non-continuous 2.5% of total compensation

Additional compensation for agreeing to a modified version of the City's transparency and accountability proposals:
Ongoing 0.5% of total compensation

Year 2:
Ongoing 1.5% of total compensation
Non-continuous 2.5% of total compensation

Responsible Department
This item is submitted by Deputy City Manager Toni Maccarone and the Human Resources Department.

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

2021 – 2023

CITY OF PHOENIX

AND

AMERICAN FEDERATION

OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES,

LOCAL 2960 AFL-CIO

REPRESENTING UNIT 3 EMPLOYEES

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PREAMBLE

WHEREAS, the well-being and morale of employees of the City are benefited by providing employees an opportunity to participate in the formulation of policies and practices affecting the wages, hours and working conditions of their employment; and

WHEREAS, the parties hereby acknowledge that the provisions of this Memorandum of Understanding (hereinafter Memorandum) are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or Ordinances of the City of Phoenix, except as expressly and lawfully modified herein; and

WHEREAS, the parties, through their designated representatives, met and conferred in good faith pursuant to the Meet and Confer Ordinance in order to reach agreement concerning wages, hours, and other terms and conditions of employment of employees of Unit III;

NOW, THEREFORE, the City of Phoenix, hereinafter referred to as the "City" and Local 2960, as an affiliate of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," having reached this complete agreement concerning wages, hours, and other terms and conditions for the term specified, the parties submit this Memorandum to the City Council of the City of Phoenix with their joint recommendation that body resolve to adopt its terms.

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ARTICLE 1: Rights

Section 1-1: Purpose/Gender

Whenever any words used herein in the masculine, feminine or **neutral**, they shall be construed as though they were also used in another gender in all cases where they would so apply.

A. Recognition

The City recognizes the Union as the sole and exclusive Meet and Confer agent, pursuant to the Meet and Confer Ordinance as amended, for the purpose of representation regarding wages, hours, and other conditions of employment for all regular full time and regular part time employees in positions constituting Unit III, as certified May 22, 1978, or as may be modified by the Phoenix Employment Relations Board (PERB).

If a court of competent jurisdiction (defined as Arizona Supreme Court or U. S. Supreme Court) determines that "fair share" does not violate Arizona State Law, then the Union and the City of Phoenix shall open up the contract to bargain in good faith on this issue.

If any conflict exists between the language in an A.R. or employment/ department rule and the language of the negotiated M.O.U., the M.O.U. shall prevail.

Section 1-2: City and Department Rights

The Union recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects subject to this Memorandum.

The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not officially and expressly modified by specific provisions of this Memorandum of Understanding, and such decision making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect Administrative Regulations and employment rules and regulations, consistent with law and the specific provisions of this Memorandum of Understanding to direct its employees, to take disciplinary action for just cause, to terminate or reassign its employees from duty because of lack of work or for other legitimate reasons, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

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Nothing herein shall preclude the City from being in compliance with the Americans with Disabilities Act.

Section 1-3: Union Rights

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article. **In compliance with City Code Article XVII Employer-Employee Relations, Chapter 2-214, Public Employee Rights (as of Feb 18, 2021), any Union release time, including that of full-time release positions, shall count as time worked in the unit member's job classification.**

A. Union Release

The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The City and AFSCME Local 2960 have negotiated full-time release positions, and release hours, as an efficient and readily available point of contact for addressing labor-management concerns. Examples of work performed by representatives using union release in support of the City include ensuring representation for employees during administrative investigations and grievance/disciplinary appeal meetings with management; participating in collaborative labor-management initiatives that benefit the City and the members; serving on City and departmental task forces and committees; facilitating effective communication between City and Department management and employees; assisting unit members in understanding and following work rules; and administering the provisions of the Memorandum of Understanding. Union release is also used for authorized employees to prepare for appeals and hearings and attend Union conferences, meetings, seminars, training classes and workshops so that employees better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation. The cost to the City for these release positions and release hours, including all benefits, has been charged as part of the total compensation package detailed in this agreement.

For a unit member whose regular shift is other than day shift, there will be flexibility in changing his normal work hours for the purposes of attending official Labor-Management meetings called by or with the concurrence of the Department Head or designee.

In accordance with the City's selection and interview process guidelines and at management's request, Union Designated Employees will participate in City Selection processes.

1. Full-Time Release Positions

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The President or President's Designee and three additional full-time release positions to be designated by the Executive Board of the Union, shall each be allowed up to 2,080 work hours per M.O.U. year to engage in lawful union activities, pursuant to and consistent with this Memorandum. The full-time release employees will be engaged in either union activities or city activities in accordance with city administrative regulations during paid release time. The City will pay the employees' full time fringe benefits. Time used for this purpose in excess of 2,080 hours per position shall be at the expense of the Union, and the Union shall reimburse the City at the applicable employee's hourly rate of pay.

The Union will keep the Labor Relations Division apprised of the regular work schedules of the release positions and submit leave slips for processing.

Upon return to regular City duties, a full-time release employee shall be reinstated to his/her original position, location and schedule by seniority. In addition, any approved leave time the full-time release employee had scheduled prior to his/her return shall be honored by the department.

The City values and benefits from the participation of Union leaders on citywide task forces and committees, Labor-Management work groups, and a variety of Health and Safety committees. These activities take time away from expected tasks such as representation and communicating with the membership and may occur outside the regular work day of the Union officials. The full-time release positions agree to participate in these important committees and task forces. In recognition of this commitment, the City agrees to provide a compensatory time bank of 520 hours and paid overtime rates for use by the full-time release positions each MOU year. The Union will submit a written request to redeem the hours from this bank to the Labor Relations Division no later than July 1st of each MOU year for processing in the second pay period of August.

2. Union Stewards

The Union may designate 52 stewards including 10 Chief Stewards and 19 Lead Stewards to serve as employee representatives. Such designation shall be made from amongst employees regularly working at the job sites as specified in Attachment "A" hereto. The Labor-Management Committee will discuss the job site allocation of the 52 stewards upon request by either party (Attachment A). Employees must have completed the initial City probationary period of 1 year to be eligible for designation as a steward.

The Union shall notify Labor Relations in writing of its designations and re-designations of stewards.

There shall be no obligation on the City, nor shall the City change or adjust employees' permanent regular work schedules or assignments solely as a result of such designations.

One such steward from the Grievant's home department and the Grievant may, after the Grievant and the supervisor were unable to resolve the matter informally (Article

2, Section 2-l), when the Union is designated by the Grievant as his representative, attend mutually scheduled grievance meetings with department representatives without loss of pay or benefits during City time. One steward working in the same department as a unit member under investigation may also attend investigative meetings without loss of pay or benefits during City time. Stewards not from the same department as the grievant or employee under investigation may provide representation, however the total time spent on representation will be requested from and charged to the bank of hours as outlined in 1-3 A 3.

Stewards with assigned City vehicles who are on duty and actively working, and are scheduled to return to duty at the conclusion of the meeting, may use the City vehicle to attend mutually scheduled grievance and/or labor-management meetings with department representatives.

The unit will be allowed, subject to operational and scheduling factors and 14 calendar days advance notice, up to one shift (either 8 or 10 hours depending upon their regular schedule) of paid release time for authorized stewards to attend a one-time contract orientation session conducted by the Union in each year of the contract.

3. Bank of Release Hours

The unit will be allowed, during each 12 month term of this Memorandum, subject to operational and scheduling factors and 48 hours advance notice to the Labor Relations Division. A unit total of 4,540 hours paid release time in a bank of release hours per M.O.U. year.

With the exception of the ten elected union officials, only one representative may be released from the same work group on the same shift at the same time. The union may request an exception when training is being provided by the International Union. Approval will not be arbitrarily withheld.

Any hours used in excess of the bank of hours must be approved by the Labor Relations Administrator and the AFSCME Local 2960 President. The number of hours used in excess of the bank at the end of the MOU term will be deducted from the bank of hours in the first year of the next MOU. A surplus of hours will be carried over into the next MOU to a maximum beginning bank of 6,810.

B. Unpaid Time

Unit members may be authorized in advance in writing to engage in lawful unit-related activities during City work hours on a non-paid basis by the City Manager or his designee in his unrestricted discretion according to the applicable Personnel Rules. A member selected by the Union to do unit representation work which takes the employee from his employment with the City shall, at the written request of the Union, and subject to Civil Service rules and the approval of the Personnel Official, be granted an unpaid leave of absence. The leave of absence shall be in increments of no less than 3 months and shall not exceed 1 year, but it may be renewed or extended for a similar period upon the request of the Union.

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C. There shall be no use of official time for unit related activities except as expressly authorized under the aforesaid sections. The City reserves the right to deny approval of requests for use of official time for activities not expressly authorized under this Memorandum.

D. International and Local 2960 Union Representatives

Accredited A.F.S.C.M.E. International, and designated Local 2960 Chief Steward and Lead Stewards shall be admitted to the buildings and grounds of the City during working hours for assisting in the adjustment of grievances, so long as such will not interfere with any work operation or the safety and security of any work site. Such representatives will check in with the supervisor involved and will be required to conform to the safety regulations of the work site.

E. Payroll Deduction

1. The City shall deduct from the first and second pay warrants of Union members, in each month, the regular periodic Union membership dues and regular periodic Union sponsored insurance premiums pursuant to the City's deduction authorization form duly completed and signed by the employee and transmit such deductions monthly to the Union no later than the 14 day following the end of the pay period in which the deduction occurs, along with an alphabetical list of all employees for whom deductions have been made. Such deduction shall be made only when the Union member's earning for a pay period are sufficient after other legally required deductions are made.

2. Authorization for membership dues deduction herein under shall remain in effect during the term hereof unless revoked in writing by the employee. Revocation of deductions shall be accepted by the City only during the first week of July or January of each year of the term of this memorandum to be effective the following payroll period. The City will notify the Union of any revocations submitted to it.

3. The City shall not make dues deductions for unit members on behalf of any other employee organization (as defined in the Meet and Confer Ordinance) during the term of this Memorandum.

4. It is agreed that the City assumes no liability except for its gross negligence on account of any actions taken pursuant to this section. The City will, however, as promptly as technically possible, implement changes brought to its attention.

5. The City shall, at the written request of the Union during the term of this agreement, make changes in the amount of dues deduction hereunder for the general membership, provided costs for implementing such changes shall be reimbursed by the Union at actual cost incurred by the City.

F. Facilities and Services

The Union may distribute material on the City's premises (buildings and grounds) before and after scheduled working hours or in non-work areas during scheduled work hours

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provided that both the person distributing and the employee receiving such material are on their own time.

The Union shall be allowed to send one union-requested communication per month using the City Email System to communicate with Unit 3 employees. Requests will be processed through Labor Relations. Issues stemming from this agreement will not be subject to the grievance procedure and will be discussed in labor-management meetings.

The Union's web page shall be listed as a link on the City's Intranet home page as one of the City's Employee Resources.

The City shall provide the Union with bulletin boards for its use in communicating with its members at mutually agreeable locations. The City shall grant sole and exclusive use of such bulletin boards to the Union. The City will provide glass-enclosed, locking bulletin boards (standard to be set by the City) for any new City facility where five or more Unit 3 employees will be assigned. The Union may request that two existing bulletin boards be replaced with glass-enclosed, locking bulletin boards (standard to be set by the City) each contract year, provided at least five Unit 3 employees are assigned to the requested locations. Lost keys will be replaced with the full expense charged to the party that lost them (meaning City or Union). Damaged bulletin boards will be replaced with the cost split equally between the City and the Union.

Material which is not abusive of any person or organization, which complies with laws regulating the political activities of City employees, and which is not disruptive of the City's operations, may be posted or distributed, provided that such material is submitted to the City and also signed by an authorized official of the Union. The Union may grieve any refusal by the City to approve posting or distribution of submitted material. The City will not arbitrarily disapprove submitted material.

The Union shall have the right to meet with each new unit member for 1 hour during the scheduled Human Resources Department's new employee orientation before or after lunch for the purpose of informing each such new employee of the Union and of that member's right to have Union dues deducted from his pay warrant. Additional time will be allotted – in addition to new employee orientation – in departments that have new employee orientation.

Where possible, Unit III becomes a participant in the appropriate electronic distribution lists for promotions, seamless service, City Connections and/or educational opportunities.

Upon the Union's filing of a Third Party Data Sharing agreement with the HR Department, the City shall provide electronically, at no cost, a list of unit members which includes the following: Emp ID, First Name, Last Name, Initial, Deduct, Service Date, Dept ID, Department, Job Title, Job Locator Code, Mailing Address, City, State, Zip, Home Phone, Work Phone, active Union deduction, and a list of Unit 3 employees who have left the unit. (This includes unit members who retire, promote, quit, are terminated, or pass away). Any and all information furnished by the City shall be used by the Union solely for the purpose of communicating with

unit members, other legitimate union purposes, and shall not be shared with any other individual or organization.

G. The Union shall be allowed $14,000, reimbursable to the Union by the City each M.O.U. year, for designated members of the local to attend schools, conferences, workshops and training to develop skills in effective member representation, conflict resolution techniques, labor-management cooperation, and other employee relations areas that promote cooperative and harmonious relationships. The Union will submit receipts for reimbursement by the City. If the entire $14,000 is not used in the first year of the M.O.U. the balance will carry over into the second year not to exceed $28,000 during the term of this M.O.U. Funds not used by the end of the M.O.U. will expire. **As a result of COVID-19 AFSCME Local 2960 was not able to attend trainings or the AFSCME International Convention in 2020. Due to this the parties agree to hold over the funds in Article 1, Section 1-3G until June 30, 2022. (this language will be removed after Fiscal Year 2021 expires)**

The Labor Relations Administrator will continue the practice of providing the union information concerning grievance and arbitration cases. The union agrees that they will be reasonable in making these requests for information.

Section 1-4: Rights of Unit Members

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

All unit members have the right to have the Union serve as their meet and confer representative without discrimination based on membership or non-membership in the Union or any other organization.

All unit members have the right to be treated in a manner which is fair and impartial in any matter associated with the rights of unit members under the specific express terms of this Memorandum of Understanding.

No unit employee shall suffer reprisal for the exercise of rights granted by this MOU.

A. **Unit employees have the right to be represented by the union and the union reserves the right to provide representation to its members in dealings with the City concerning grievances, and matters pertaining to their individual employment rights and obligations, and during an investigatory interview concerning allegations focused on the employee which may result in disciplinary action.**

B. **Supervisors are encouraged to discuss concerns and attempt to resolve those concerns with an employee without utilizing a formal investigatory process. Supervisors are encouraged to not utilize an investigatory process unless they**

have a reasonable belief that discipline (a written reprimand or higher) could result. Should information be made during a conversation to attempt to resolve an issue that could result in discipline, the supervisor will stop the meeting and utilize an investigatory process as outlined below. Any interview becomes investigatory when facts or evidence sought by management may result in a disciplinary action.

- **An employee is entitled to Union representation if the employee reasonably believes that the investigatory interview will result in disciplinary action and the employee has requested representation from their union.**

C. **The City may, at its sole discretion, either conduct investigatory interviews with employees or issue employees written questions in order to provide the employee an opportunity to gather additional information. In either case, a Notice of Inquiry (NOI) form will be used. The intent of the NOI is to clearly put employees on notice that they are under investigation that could result in discipline, inform them of the nature of the allegations against them, and inform them of their right to representation.**

D. **If the City elects to issue written questions to the employee, the following shall apply:**

1. **If an NOI is being issued and there is no active questioning, representation is not required.**

2. **The employee will have 72-hours excluding holidays and N-days to respond in writing and provide any other material requested. This deadline may be extended by mutual agreement if there are extenuating circumstances.**

E. **If the City elects to conduct an investigatory interview, the following shall apply:**

1. **Prior to the employee being interviewed, the employee shall be advised of their right to a representative.**

2. **The NOI form will be issued at the meeting.**

3. **The union representative may engage in meaningful representation, including but not limited to assisting and consulting with the employee, attempting to clarify the facts or questions asked, and suggesting other employees or witnesses who may have knowledge of the underlying issues. The union representative cannot speak on behalf of the employee or impede the progress of the interview.**

4. **The member or representative may ask for a caucus during the meeting. The caucusing party will attempt to keep the caucus to reasonable timeframes.**

5. **The interviewer may not prohibit the union representative from engaging in representation, including consulting with the employee. The member shall be**

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allowed to seek advice and counsel from their representative in caucus during the interview.

6. **The union representative may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.**

7. **Prior to the conclusion of the meeting, the member or representative shall have the opportunity to make a closing statement.**

8. **If the department requires a written statement at an investigatory meeting, the employee will be given up to one hour of City time to write the statement. Additional time may be granted at the sole discretion of the department and will not be withheld arbitrarily.**

9. **The employee will be provided with a copy of the interview notes and given 72 hours to confirm their answers and provide any additional information.**

10. **Except for emergency situations, the unit employees shall have a minimum of 48 hours to arrange for union representation when the member is the subject of an administrative investigatory interview. The union representative will make every reasonable attempt to arrive within the 48 hours. An employee may waive the 48- hour time requirement if the employee is not opting for representation.**

11. **Employees will be provided with the NOI cover sheet (and attachment if applicable) listing the allegations against the employee 48 hours in advance of the investigatory interview, however, the NOI/interview questions will not be provided in advance.**

F. **Regardless of whether the City elects to interview the employee, or issue written questions, the following shall apply:**

1. **The employee will be instructed not to speak to anyone regarding an investigation. This restriction does not apply to the union, the employee's family or clergy, the investigator, or chain-of-command.**

2. **The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other.**

3. **The member shall also be informed that none of their statements, nor any information or evidence which is gained by reason of such statements, can be issued against them in any criminal proceedings.**

4. **A unit member shall receive a copy of any statement that they are asked to sign.**

5. **An employee under investigation will be notified in writing every 90 calendar days as to the current status of the investigation. Every 30 days, an employee under investigation may request a status update. At management's discretion,**

the status will be provided either verbally or in writing. This will include a brief description of the number of known witnesses still to be interviewed and other investigate processes remaining to be completed, as well as an estimated date of completion.

G. **Misc.**

1. **A unit member identified solely as a witness will not be prevented from reaching out to the union on their own time to consult with a union representative prior to their interview.**

2. **Only paperwork pertaining to any completed NOI investigation resolved as sustained will be kept in an employee's personnel files.**

3. **This article applies to all regular full-time and regular part-time employees in Unit 3 positions, this includes probationary employees.**

4. **In addition, Police employees are covered in Section 1-4.P.**

5. **If a Union Steward is requested by management to hold over or is called in from home by a supervisor to represent an employee at a meeting required by management, the Union Steward will receive overtime compensation for actual time held over or a minimum of 1 hour if called in from home.**

6. **Employees have the option to bring a union steward for purpose of observation to a scheduled meeting where a suspension, demotion or termination is being issued by management.**

H. **Unit employees will be permitted to apply and/or compete in a transfer process while in a pending investigation. The transfer process will not be delayed pending the conclusion of the related investigation.**

I. **The City will provide to the employee a copy of the Citywide completed accident investigation and any other material the City plans to present at the Citywide Accident Review Board hearing. This material will be supplied as quickly as possible after the material has been prepared.**

J. **It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article unless otherwise specified in this MOU. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.**

K. Any unit member covered hereunder shall, on his request and by appointment, be permitted to examine his personnel file and/or supervisor file, in the presence of an appropriate supervisory official of the Department. The unit employee may authorize in writing a union representative to examine their personnel and/ or supervisor file on their behalf. The employee is entitled to designate 1 person of his choosing (lawyer, union

representative, close friend, etc.) to accompany him in reviewing his file. The employee, however, must be present at the review. In addition, the unit member may, at his discretion, attach rebuttal statements to any material contained in his personnel file and/or supervisor file, which may be of a derogatory nature. No unit member shall have any adverse statements entered into his personnel file without the member being informed by a supervisor. The employee shall be requested to date and sign such adverse material, not as an indication of agreement, but solely as evidence of being advised of its existence. If the unit member requests, he shall receive a copy of the material in question. Medical information should be maintained in a separate confidential file.

1. The City will establish a logging system within the department and central personnel file. The log will identify the date, name of the person (other than Human Resources staff) that examined the file, and purpose.

2. If an employee is not given **their performance evaluation** by the annual review date the employee's merit increase will be processed within 21 calendar days following the above due date and be retroactive to the **performance evaluation** annual review date. (If an over all "met").

   Discipline older than 5 years from the date of issuance will not be considered for progressive discipline or promotion/transfer purposes except for the following types of discipline, which may be considered for the duration of employment (and upon the employee's return to employment, if applicable):

   Sustained discipline of 40-hour suspension or greater of the following types:

   - **The employee has been abusive or threatening in attitude, language, or conduct towards fellow employees, customers of the City, or the public.**
   - **The employee has solicited or taken for personal use a fee, gift, or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest.**
   - **The employee is in possession of a deadly weapon (as defined in ARS 13-3101), excepting a pocket knife (as provided in ARS 13- 3102) at a City worksite1, unless such employee is a police officer. 1 (A worksite includes not only City buildings and property, but also City vehicles and private vehicles while being used on City business, and other assigned work locations.)**
   - **The employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix.**
   - **The employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen.**
   - **The employee is under the influence of alcohol or illegal drugs on the job.**
   - **The employee has violated City of Phoenix anti-harassment or anti-discrimination policies.**
   - **The employee committed a violation of the City's Ethics Policy.**
   - **The employee's actions meet the elements of a felony.**
   - **The employee committed an act of dishonesty.**

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- **The employee has committed a Class 3 violation of use of force (For enforcement positions within the Police Department).**

L. The City will comply with provisions of A.R.S. Sec. 12-2506, paragraph D, subparagraph 1, and assume responsibility for the actions of any Unit III employee in a legal proceeding for personal injury, property damage, or wrongful death, when it is demonstrated that the employee was performing his regularly assigned duties without malice or any degree of negligence.

M. The City shall notify employees in writing of any new policies and/or revision in City or written department policies affecting Unit III employees. Notice shall remain available for not less than 21 working days. Review of policy revisions shall be included in employee meetings and shift briefings when appropriate and practical to do so. The City will notify employees of new or revised written City or Department policies affecting Unit employees as soon after release as possible.

N. A coaching is a verbal discussion or meeting with an employee to actively discuss **any** problem with the employee. A coaching is not to be considered a first offense for purposes of progressive discipline. A written record of a coaching may be placed in the supervisor's file. A coaching is to be one-on-one. When 2 or more supervisors are present at the coaching, the employee will be allowed a representative at the employee's request. An employee may receive more than 1 coaching for a similar matter. **A coaching given to a unit member cannot remain in a supervisor's file for more than 1 year from the date the coaching was issued, provided no further incidents of a similar nature occur during this 1 year period.**

A supervisory counseling is a **written** warning that the supervisor shall document in memo form. A supervisory counseling is not discipline. They are to be used to determine only notice to the employee and credibility. The supervisory counseling shall be initialed or signed by the unit member within 2 weeks of being advised that the counseling has been issued.

If a supervisory counseling is to be used in any disciplinary or personnel action or any performance rating, the employee will be given the supervisory counseling in memo form, that identifies the behavior requiring improvement, the reason for the improvement, and the consequences of continuing the unacceptable behavior. The memo will contain a line for the employee's signature and above the line the statement: "The employee shall date and sign the supervisory counseling, not as an indication of agreement, but solely as evidence of being advised of its existence." The employee will receive a copy of the memo.

A supervisory counseling will only be retained in the supervisor's file. It will not be placed in the employee's personnel file.

Document	Supervisory File	Department File (if applicable)	Personnel File (OFFICIAL FILE)

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Coachings/Supervisory Counselings	**<u>Maintain original in file.</u> Remove annually provided no further incidents.**	**<u>Not maintained in file.</u>**	**<u>Not maintained in file.</u>**
Written Reprimands	**<u>Maintain copy in file.</u> Remove annually provided no further incidents.**	**<u>Maintain copy in file.</u> Employee may request to remove after 3 years.**	**<u>Maintain original in file.</u> Employee may request to inactivate after 3 years.**
Suspensions (other than below)		**<u>Maintain copy in file.</u> Employee may request to remove after 10 years.**	**<u>Maintain original in file.</u> Employee may request to inactivate after 10 years.**
Discipline as discussed in section 1-4.K.2		**<u>Maintain copy in file.</u> Cannot Remove**	**<u>Maintain original in file.</u> May not be inactivated**

The official discipline record is maintained in the Personnel File by the Human Resources Department. Copies maintained in either the Supervisory and/or Department files are not the official record. Employees may request to remove/inactivate eligible documents based on the above criteria. Official records may only be inactivated and not removed.

If an employee receives a written reprimand during the rating period, the supervisor will document the improvement required in the employee's performance evaluation without documenting the issuance of discipline.

The City continues to retain the format used for corrective action/discipline, including forms, technology, etc.

Documents or notes maintained in a supervisor's file will not be used in future disciplinary actions (Grievances or Civil Service Board) unless the unit member has been previously made aware of the existence of the performance/conduct concerns.

A unit member who receives a written reprimand, suspension or demotion upon request will be provided a copy of the investigative summary (if any exists) supporting the written reprimand, suspension, or demotion at the time the unit member receives the discipline.

An employee who receives a written reprimand, suspension, or demotion may request a copy of the information upon which the **discipline** was based and will be provided a copy **at no cost to the employee**.

If a unit employee is suspended, it is understood that a suspension day is defined as 8 hours. For employees working a 4-10 schedule, the other two hours of the work day would be accounted for at the sole discretion of management.

Unit members may serve suspensions of more than 40 hours on an alternating weekly schedule.

After a separation notice has been signed by the appropriate authorities, and if the unit member is given the opportunity to resign, the unit member will have two hours to consult with a representative.

Unit members are entitled to representation if a "Not Met" **performance evaluation** is appealed and is at the Executive Level (Assistant Director or Director) or when management has more than one representative at the meeting to discuss the appeal of the **performance evaluation**.

A unit member shall receive a copy of any statement that they are asked to sign.

Employees will be notified of performance issues as they occur or are discovered.

Employees can only appeal overall “Not Met” **performance evaluations** but there are resources for employees concerned about specific comments and “Not Met” ratings that they feel do not adhere to the best practices of the Supervisor’s Guide to PMGs and Performance Appraisal.

O. City employees who are on duty and are, either witnesses, charging parties, appellants or grievants may attend grievance, Civil Service, Phoenix Employment Relations Board (P.E.R.B.) and Accident**/Collision** Review Board hearings and/or meetings on city time provided 1) it is for their particular case which is either scheduled or on the public meeting agenda for that date and time and 2) Once a witness testimony has been concluded, or if a grievant, charging party or appellant once that agenda item has been completed of if the grievance meeting concluded, unless they have made other arrangements in advance with their immediate supervisor’s approval, they will promptly return to work. Management reserves the right to restrict the number of witnesses who can be off of the job at any one time but will cooperate in rotating witnesses from the workplace so as to minimize the impact to operations and service to the public. For group grievances, the group will be allowed to select no more than two non-witness members of the group to attend the proceeding. These do not have to be the same group members for each step or meeting of the entire proceeding. As a matter of courtesy, employees will give management as much notice as possible.

P. Rights and Disciplinary Matters (Police Department)

1. Unit members of the Police Department have the right to appear before the Departmental Disciplinary Review Board when disciplinary matters are brought before the Board involving the unit member which may lead to demotion, suspension or discharge.

a) The purpose of such appearance is to give the unit member an opportunity to respond to the assertions made against him.

b) The Department shall notify the unit member 10 calendar days prior to such opportunity to respond to the Board. The notification shall contain the date, time, violation(s) and basis of each violation that has been partially or wholly sustained. In addition, the unit member, if he chooses, may meet with his immediate supervisor along with his second level supervisor, or the unit member's bureau/precinct commander for the purpose of discussing the basis of each violation to be reviewed by the DRB. If the immediate supervisor conducted the investigation, the unit member, if he chooses, may meet with the next supervisor in his chain of command.

   Such request shall be made in writing to the unit member's immediate supervisor. Also, the unit member, if he chooses, may be accompanied by a unit representative at either meeting.

   At the pre-DRB meeting, the unit member shall be afforded a reasonable opportunity to review the written investigation.

   Realizing that in some cases there may be information that would be detrimental to the department's ability to conduct misconduct investigations, that information may be deleted. However, all other information will be available for review.

   The unit members under investigation may request an edited copy of the DRB packet at no cost to the unit member. The City has 7 calendar days from the date of request to provide above-mentioned packet. If this information is provided to the unit member, there shall be no pre-DRB meeting.

   The unit member may, at his discretion, appear before the Board with a unit representative of his choosing, and may state his reasons why the proposed action is unjustified.

   The unit member may submit relevant written matter in support of his position.

2. Any unit member under investigation by Professional Standards or a Police Department Supervisor for a disciplinary matter, and who is interviewed or interrogated shall be given a written notice of investigation (Form 80-58DB) informing him of the nature of the investigation and his status in the investigation. In addition, the unit member and/or the Police Department supervisor/internal affairs representative may mechanically record such interview/interrogation. Should any mechanical recordings take place, the department reserves the right to transcribe any such interview/interrogation for the purpose of verifying the accuracy of the interview/interrogation and, if requested, the unit member shall sign the transcription if it is accurate.

   The unit member may request a copy of the above **recording**. In order to receive this copy, the unit member **may be asked to** provide Professional Standards with a

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current appropriate medium to record the copy. The unit member shall not receive additional pay for picking up or dropping off this **recording**.

The employee shall be given the above-mentioned written notice of investigation at the onset of the misconduct interview and prior to the employee being requested to prepare a written statement. If the employee is requested to prepare a written statement, the employee may request 1 hour to contact his Union representative prior to making the written statement. When a unit member is given a written notice of investigation (Form 80-58DB), other than the investigating supervisor/s, the only persons the unit member may speak to concerning the investigation are their attorney, minister, unit representative, or spouse not involved in the investigation. When the investigation is completed, the accused employee will be notified in writing of the findings.

A Professional Standards Bureau investigator will make available for review by the unit member and the representative any video, audio, or photographs that are being used as the basis for an allegation of misconduct. The investigator will not intentionally misrepresent any fact or material issue to the unit member.

3. Unit members have the right to representation in dealings with the City concerning grievances and investigatory interviews with a Police Department supervisor in a disciplinary matter which may lead to suspension, demotion or termination. The representative must be a bargaining unit member. The bargaining unit representative will be the most readily available unit representative. The employee will be allowed to seek advice and counsel from their representative during caucus and prior to, during, and after the interview. Prior to the conclusion of the meeting, the member, or representative on behalf of the employee, will have the opportunity to make a closing statement. If a unit member is called to an investigatory interview with a Police Department supervisor for a disciplinary matter which may lead to a Written Reprimand, the conversation shall be mechanically recorded by the supervisor and, if requested, the unit member shall receive a copy of the recording. Further, if personally requested by the unit member, representation will be allowed during a Professional Standards investigatory interview/interrogation concerning allegations focused on the unit member which may result in disciplinary action against him for violation(s) of the City or department work rules and regulations. The representative must be a bargaining unit member. The representative will be the most readily available unit representative. The employee will be allowed to seek advice and counsel from their representative during caucus and after conclusion of the interview. Prior to the conclusion of the meeting, the member, or representative on behalf of the employee, will have the opportunity to make a closing statement.

   The Union representative may assist and consult with the employee, attempt to clarify the facts or questions asked, and suggest other employees or witnesses who may have knowledge of the underlying issues. The Union representative may not turn the meeting into an adversarial proceeding, unduly disrupt the interview, interfere with the objective of the examination, or compromise the integrity of the interview. The Union representative may not interrupt the employee's response to a question or prevent the employee from responding to a question. The Union

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representative also may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.

During the interview, the interviewer may insist that he is only interested in hearing the employee's own account of the matter under investigation at that time. The interviewer may not prohibit the Union representative from engaging in meaningful representation, including assisting and consulting with the employee.

If a supervisory counseling is to be used in any disciplinary or personnel action or any performance rating, the employee will be given the Supervisory Counseling in memo form, that identifies the behavior requiring improvement, the reason for the improvement, and the consequences of continuing the unacceptable behavior. The memo will contain a line for the employee's signature and above the line the statement, the employee shall date and sign the supervisory counseling, not as an indication of agreement, but solely as evidence of being advised of its existence," will be included. The employee shall date and sign the supervisory counseling, not as an indication of agreement, but solely as evidence of being advised of its existence. The employee will receive a copy of the memo.

Only paperwork pertaining to any completed N.O.I. Investigation resolved as sustained will be kept in an employee's file.

Attendance at the Police Department Disciplinary Review Board (DRB) is optional. An employee may attend or not attend; it is his or her individual choice. If an employee declines to appear before the DRB, comments made during deliberations of the Board will not be presented to the Civil Service Board and the fact that the employee did not appear before the DRB will not be held against the employee. The employee may, at his or her discretion, appear before the Board with a representative of his or her choosing and may state his or her reasons why the proposed action is unjustified. The employee and his or her representative may passively observe all presentations made to the Board and all responses made to questions by Board members. The employee and non-board members will be excluded from the room during Board deliberations. In addition, a representative from Labor Relations will be present as a passive observer at the DRB at the union's request.

If a Polygraph examination is required of a unit member, a unit representative may monitor the audio/video-taped examination from the monitoring room.

Q. **Crime Scene Specialists, Detention Officers, and Police Assistants assigned to Enforcement positions in the Police Department shall be permitted to work out on their "Code 7" at Police Department facilities.**

Unit employees who work out on their "Code 7":
Are required to remain in workpants/boots.
Must adhere to Operations Order 4.1 (Meals and Breaks);
Must submit a workout memo through the Chain of Command to the Department Fitness Coordinator;
Must adhere to Operations Order 3.7 (Industrial Injuries);
Must limit their activity to Strength Training/Cardio Training;

May not work out on their "Code 7" during overtime shifts; and,
May not work out during the last 2 hours of their duty shit, unless approved by their supervisor.
Program viability will be reviewed annually by the Police Chief and the program may be cancelled at that time.

Section 1-5: Prohibition of Strike and Lockouts

A. The Union pledges to maintain unimpaired municipal services as directed by the City and neither the Union nor any of its agents will authorize, institute, engage in a slowdown, work stoppage, or strike against the City. During the term of this Memorandum, neither the City nor its agents shall authorize, institute, aid or promote any lockout of unit members covered by this Memorandum.

B. The provisions of Section 2(17) and Section 13 of the Meet and Confer Ordinance are expressly incorporated herein.

Section 1-6: New Positions and Classifications

A. **The City shall give written notice to the Union 30 days in advance of a position being reallocated or reclassified such that the position is removed from the unit.**

The parties agree to consult on the inclusion or exclusion of new classification(s) in the bargaining unit and may thereafter refer any such matter, jointly or individually, to the Phoenix Employment Relations Board (PERB) for appropriate action.

The City shall give notice to the Union within 10 working days whenever a classification or compensation study is undertaken that includes active positions belonging to the Union. The City shall notify the affected Union of the results and recommendations resulting from any study 30 calendar days prior to that study being presented to the Human Resources Committee. It should be noted that there is no guarantee, either expressed or implied that changes to a classification or its grade and salary range will result from a study.

The Union may submit a prioritized written request of classifications specific to the unit that they wish to have studied. All written requests shall include a full explanation of why the classification should be studied. This explanation shall indicate whether the Union is requesting a full classification study (including job levels and job architecture) or if the request is limited to a compensation review to assess market competitiveness and grade and salary levels. At least two requests by the Union shall be started by the Human Resources Department in order of their ranking.

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The Human Resources Department shall provide the Union with an opportunity to meet with the person conducting the study prior to preparation of any report or recommendations.

B. The City will schedule a meeting with the Union, with a minimum of seven calendar days' notice, to discuss management recommendations for contracting of work presently being performed by unit members which would directly result in a reduction in the number of regular unit positions during the term of this agreement. The meeting will occur prior to any final recommendation to the City Council. Failure by the City to meet with the Union under this Article may be subject to the Grievance Procedure (Article 2, Section 2-1) of this MOU. The management recommendation, and final decision thereon by the City, shall not be subject to the Grievance Procedure (Article 2, Section 2-1) of this MOU. The City shall endeavor to meet with the Union at least 30days prior to elimination of any Unit 3 positions.

ARTICLE 2: Grievance/Arbitration/Labor Management

Section 2-1: Grievance Procedure

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

A. Informal Resolution

1. As a matter of good labor-management relations a unit member who believes that they have a bona fide grievance must discuss and attempt to resolve it with his immediate non-unit supervisor.

2. If such informal discussion does not resolve the problem to the unit member's satisfaction, the unit member may file a formal grievance in accordance with the following procedure:

B. Definition of Grievance

1. A "grievance" is a written allegation by a unit member, submitted as herein specified, claiming violation(s) of the specific express terms of this Memorandum for which there is no Civil Service or other specific method of review provided by State or City law.

2. The City continues to retain the format used for grievances, including forms, technology, etc.

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3. A grievance which does not meet the requirements set forth in this Article shall be null and void and will not be processed in accordance with this procedure.

C. Procedure

In processing a formal grievance, the following procedure shall apply:

A grievance must be reduced to writing, citing the specific Article and Section of this Memorandum alleged to have been violated.

Step 1

The unit member shall reduce the grievance to writing by signing and completing the grievance form provided by the City, and submit it to the second line supervisor designated by the City or City designee within 14 calendar days of the initial commencement of the occurrence being grieved or when the employee had reasonable cause to become aware of such occurrence. Either party may then request that a meeting be held concerning the grievance or they may mutually agree that no meeting be held.

The second line supervisor shall, within 14 calendar days of having received the written grievance or such meeting, whichever is later, submit a response thereto in writing to the Grievant and the Grievant's representative if any. The time period for an appeal begins when a**n** email is sent to the Grievant's representative. (Grievance responses may be emailed. Email to officestaff@afscme2960.org or local's current email approved by Local President. It is recommended that the fax is sent when the copy is given to employee). The parties by written mutual agreement may skip from Step 1 directly to Step 2 of the grievance procedure.

Step 2

If the written response of the Step 1 does not result in resolution of the grievance, the Grievant may appeal the grievance by signing and completing the City form and presenting it to the second level of review (Department Director designated by the City) within 14 calendar days of the Grievant's receipt of the Step 1 response.

Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within 14 calendar days of having received the written grievance or the meeting, whichever is later, the second level of review shall submit a response to the grievance to the Grievant and the Grievant's representative, if any. The time period for an appeal begins when a**n** email is sent to the Grievant's representative. (Grievance responses may be emailed. Email to officestaff@afscme2960.org or local's current email approved by Local President.). The parties by written mutual agreement may skip from Step 2 directly to Step 3 of the grievance procedure.

Step 2.5

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After the Step 2 response, but prior to review by the Grievance Committee, the parties involved may mutually agree to submit the grievance to Labor Relations. The grievance, as originally written and Step 1 and Step 2 responses, must be submitted to Labor Relations within 14 calendar days of receipt of the Step 2 response. Labor Relations shall, within 14 calendar days of the receipt of the grievance, meet with the department head, or designee, and the Grievant and the Grievant's representative, if any, in an attempt to resolve the grievance. Labor Relations shall then submit a written response to all parties within 14 calendar days of the meeting.

Step 3

a. If the written response of the Step 2 (or 2.5 if applicable) does not result in resolution of the grievance, the Grievant and the Union may, within 14 calendar days of having received the Step 2 response, appeal the grievance by signing and completing the City form and presenting it to Labor Relations. The time period for an appeal begins when a**n** email is sent to the Grievant's representative. (Grievance responses may be emailed. Email to officestaff@afscme2960.org or local's current email approved by Local President.). A Grievance Committee hearing will be scheduled at which the Grievant shall be afforded the opportunity to fully present his position.

   The Grievance Committee will consist of:

   Chairman: A City of Phoenix Department Director or a member of the City Manager's Executive Staff or a retired City Manager's Executive Staff (at no cost) as selected jointly by the Labor Relations Administrator and the Union President through a pre-established list.

   Member: **A mutually agreed upon neutral member**.

   Member: The President or the President's designee **of another civilian union/association, other than the Grievant's, representing employees with the City**.

   At the beginning of each MOU year, the Union and the City will each select 5 Department Directors or members of current or retired City Manager's Executive Staff to serve on the Grievance Committee. No selected Department Director or Executive Staff member will serve as a committee member when the grievance involves his/her assigned department. Staff support to the Committee during the hearing will be provided by Human Resources Department staff.

   Before each Grievance Committee, the Labor Relations Administrator and the Union President will either mutually agree upon one of the names, or the parties will take turns striking names and the final name will be selected. Labor Relations staff will then schedule the Grievance Committee meeting.

   The Grievance Committee shall, within 10 calendar days of receipt of the appeal, schedule a hearing regarding the grievance at which the Grievant shall be afforded the opportunity to fully present his position and to be represented. A Grievance Committee meeting shall be held within 60 calendar days of receipt of the appeal.

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The Grievance Committee shall, within 10 calendar days of the conclusion of the hearing, make advisory recommendation on the grievance and submit it to the City Manager for final determination for those employees who have elected to use this procedure instead of arbitration.

The Grievance Committee shall submit findings and advisory recommendation(s) to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the Grievant and his designated representative.

b. In lieu of such hearing, the Grievant and the Union may jointly invoke the following procedure by submitting written notice to the Labor Relations Division within 14 calendar days of having received the Step II response. If the Grievant and the Union so elects in writing within the above time limit, in lieu of such Grievance Committee hearing, the grievance may be reviewed by an arbitrator.
The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of 7 arbitrators who have had experience in the public sector. The parties shall, within 10 calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

   i. The arbitrator shall neither add to, detract from nor modify the language of the Memorandum or of departmental rules and regulations in considering any issue properly before him/her.

   ii. The arbitrator shall expressly confine him/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.

   iii. The arbitrator shall be bound by applicable State and City Law.

   The arbitrator shall submit findings and advisory recommendations to the Grievant and the City Manager, or their designated representatives. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties. The City Manager shall make the final determination of the grievance and submit it in writing to the Grievant and his designated representative.

D. Union Grievance

The Union may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Union or unit employee by the specific terms of this Memorandum. The Union shall file such grievance at Step **3** of the Procedure.

E. Group Grievance

When more than one unit member claims the same violation of the same rights allegedly accorded by this Memorandum, and such claims arise at substantially the same time

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and out of the same circumstances, a single group grievance may be filed in the name of all such members. Such group grievances shall be filed at the Step of this Procedure which provides the lowest level of common supervision having authority over all named Grievant's. Each unit member that is a party Grievant must be named and must sign such group grievance.

F. Time Limits

If the City fails to answer a grievance within the time limits specified in Section 2-1 C, it shall be deemed to have been denied and may be appealed to the next step under the Article. If the Grievant or the Union fail to comply with said time limits, the grievance shall be deemed to have been withdrawn without prejudice. The parties may extend time limits by mutual written agreement in advance.

G. Notice to Union of Grievance Resolution

The City will put the Union on notice of proposed final resolutions of grievances where the Union has not been designated as the Grievant's representative for the purpose of allowing the Union to ascertain that a final resolution will not be contrary to the terms of this Memorandum.

The City will ensure that a copy of every M.O.U. grievance filed by a unit member, including the response from management, is forwarded to the Union at each step of the process.

H. The City will not discriminate or retaliate against employees because of their exercise of rights granted by this Article.

I. Regular full-time and regular part-time employees are covered by this grievance procedure.

J. Employer grievances, should they occur as a result of Official Union activities or actions, including the failure to act as required under this agreement, will be presented directly to the Union president or any officer of the Union within 14 calendar days of the occurrence prompting the grievance. The President, or designee, shall in each case provide a written answer within 14 calendar days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step 3 herein, provided that the employer shall bear the costs of the services of the arbitrator.

K. Municipal Court

It is understood concerning the administration of this grievance procedure in the Municipal Court, specifically Step **3** that the designated "Department Head" is the Executive Court Administrator, and the "City Manager's Office" or "City Manager" shall mean the Presiding Judge, or his designee as provided in the procedure.

L. The City will be responsible for notifying the Grievant of any grievance meeting **by work and personal email (if available in eCHRIS)**, **to include** date, time, and place of any grievance committee hearing. **A copy will be sent to the Union by email to**

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officestaff@afscme2960.org. If a City representative or if the Grievant does not appear at the Grievance Committee hearing, the party not appearing shall lose the grievance.

M. Arbitration

1. Independent Arbitrator:

Any unit member who is a classified employee having completed the prescribed probationary period who has received a disciplinary demotion, suspension, or discharge, and has a right to appeal that disciplinary action pursuant to the Personnel Rules, may under the provisions of this article request the Civil Service Board appoint as a hearing officer an independent arbitrator selected pursuant to the procedures described in Section 3 below.

2. Appeal:

The Union, on behalf of the member, may request the selection of an independent arbitrator as the hearing officer for a Civil Service Board appeal of a disciplinary action. Such request must be made within 14 calendar days after the date of service of notice of the order of suspension, demotion, or dismissal on him personally, or 21 calendar days from the date of mailing by certified mail the notice of the order of suspension, demotion or dismissal. The request must be in writing and must state specific allegations in the discipline notice with which the employee disagrees. The request must be personally delivered to the Board or deposited in the United States mail, certified return receipt requested, postage prepaid, addressed to the office of the Civil Service Board, within the above-stated time.
The Union on behalf of the employee will also immediately thereafter file copies thereof with the complainant department head and the City Attorney. At the time the Union files the request for hearing, it shall set forth whether the hearing will be public or private.

3. Selection of Arbitrator:

Once an independent arbitrator is requested for a hearing, the Labor Relations Administrator or his designated representative on behalf of the City and the Union president or his designated representative on behalf of the member will agree on an independent arbitrator within 10 calendar days after approval and appointment by the Board of the appeal request. If an agreement on an independent arbitrator cannot be reached within said 10 calendar days, either party may request that the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) provide a list with the names of 7 arbitrators with public sector experience. In requesting such lists, the parties will stipulate that arbitrators should be from within Arizona.

The parties will, within 7 calendar days of the receipt of the list, select the arbitrator by striking names alternately until one name remains. The remaining name will be designated as the independent arbitrator appointed by the Civil Service Board as the

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hearing officer for the appeal. The parties will jointly communicate with the chosen arbitrator to advise him of the appointment.

In the event that the chosen arbitrator is unable to accept the appointment as hearing officer, the parties will either select another independent arbitrator from a new list in the same manner as described above, or if mutually agreeable select another arbitrator from the original list. The independent arbitrator chosen will be designated as the hearing officer appointed by the Civil Service Board for the appeal.

4. Time for Hearing:

   When possible, the hearing date will be set within 30 calendar days from the request. Delays may be granted by mutual agreement of the parties. However, any such delay occurring at the request of the Union, will automatically be excluded from any calculations of back pay to the employees, if any, as determined by the Civil Service Board.

5. Hearing Procedures:

   The hearing procedures will be the same as the procedures set forth in Rule 22d, Personnel Rules of the City of Phoenix. In the conduct of the hearing, the hearing officer will not be bound by the technical rules of evidence, nor will informality in any of the proceedings or in the manner of taking testimony invalidate any order, decision, rule or regulation made or approved by the Civil Service Board.

6. Witnesses:

   An employee appellant, or an employee subpoenaed as a witness, will be granted a leave of absence from his/her regularly assigned duties during his/her regularly assigned work hours without loss of pay for the time.

   At the request of either party, the arbitrator will order that any witness who will testify during the hearing be excluded from the hearing room until such time as they testify. The City and the Union may exclude from the operation of this provision one representative each of the City and the local Union.

7. Proposed Findings: Objections to Report:

   Either party may file with the hearing officer written proposed findings of fact and conclusions within 7 calendar days of the conclusion of the hearing. A copy of such proposed findings and conclusions will be served on the other party at the same time as filing with the hearing officer.

   No later than 2 calendar days before the Civil Service Board meeting where the appeal has been scheduled for hearing either party may file with the Civil Service Board written objections to the hearing officer's report. A copy of such objections will be served on the other party at the same time as filing with the Civil Service Board. No post-hearing evidence will be submitted.

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8. Requirements:

   The independent arbitrator selected by the parties pursuant to this article will be bound by the following:

   The independent arbitrator will neither add to, detract from, nor modify the language of this Memorandum of Understanding.

   The independent arbitrator will be expressly confined to the precise issues submitted and will have no authority to consider any other issue.

   The independent arbitrator will be bound by applicable Federal, State, and City laws.

9. Report:

   Within 2 weeks of the conclusion of the hearing, the hearing officer/arbitrator will forward all records and his report containing a statement of the findings of fact, conclusions, and recommendations concerning the appeal to the Civil Service Board and send a copy of the report to the parties. The hearing officer/arbitrator may recommend to the Civil Service Board, the discipline be upheld or modified, or rescinded pursuant to Personnel Rule 22 (e).

10. Costs:

    The cost of the independent arbitrator and other costs related to obtaining said arbitrator will be borne equally by the parties. Each party will be responsible for its own costs incurred in the hearing process, including but not limited to costs for legal services, service of subpoenas, and expert witnesses.

11. Civil Service Board:

    It is expressly understood that this article will not impinge on the powers and duties of the Civil Service Board as provided for in Section 3 of Chapter XXV, Phoenix City Charter and Rule 22, Personnel Rules of the City of Phoenix.

12. Representation:

    The parties agree that for the purpose of this article, the City will be represented by the Labor Relations Administrator for the City of Phoenix or his designee and the member will be represented by the President of AFSCME Local 2960 or his designee.

Section 2-2: Labor-Management Committee

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The

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employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

There shall be a Labor-Management Committee consisting of representatives of the Union and representatives of the City. The purpose of the Committee is to facilitate improved labor-management relationships by providing an informal forum for the free discussion of mutual concerns and to attempt to resolve problems brought to its attention. **If requested by one of the parties FMCS will be invited to attend.**

Topics for discussion may be established and agreed to in good faith by both parties at the beginning of each contract year and throughout the contract period.

During the next 12 months, the City will participate in Labor-Management meetings to discuss alternatives to the Union's participation in the Health Care Plans currently provided by the City.

Unit 3 will be involved in a RBO/Labor-Management Process in the Fire Department. The Committee shall meet monthly or at other mutually scheduled times. For Fire Department Sections in which Unit 3 members are the majority of employees (i.e., Dispatch & Deployment, Fire Prevention), those Sections shall establish a Fire Department Labor Management Committee consisting of the Section Head and Union Stewards within that Section. The purpose of this Fire Department Labor Management committee is to enhance service delivery models and address public safety employee-related issues. The Fire Department Labor Management process is done through the facilitation and open discussion of mutual concerns and problems which may include: implementation of major department programs and/or substantial modifications of existing major programs that have a significant impact on service delivery or work schedules. The Fire Department Labor Management Committee shall meet at least annually at mutually scheduled times, and at other mutually agreed upon times as necessary. Representatives of the Union on the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty time.

The parties will have monthly discussions on new city and departmental policies, procedures, Personnel rules, etc.

The members shall, upon request for a meeting, provide the Chairman with proposed agenda items and the Chairman shall provide the members with the meeting agenda in advance of the meeting.

Based upon mutually agreed upon frequency, departments and the City will schedule regular Labor Management meetings with union leadership to ensure productive communications on items such as: department policy changes; the outsourcing of services currently performed by unit members which could directly result in a reduction in the number of permanent Unit positions ("contracting out"); and Union participation on City Selection processes.

Any signed/dated written Labor/Management agreements with the signatures of the parties and the Chairman will be binding on the parties for the remaining term of the MOU.

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Representatives of the Union on the Committee who are employees shall not lose pay or benefits for meetings mutually scheduled during their duty time up to a maximum of 4 hours per employee per meeting.

The City will discuss with the Union, in Labor-Management meetings, conducting a City-wide Wage Study similar to the one done by Segal. Human Resources would be responsible for directing the project.

Section 2-3: Health and Safety Committee

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

The City will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with the State's Occupational Safety and Health law. Supervisors and employees are committed to working together to ensure a healthy and safe work environment.

A Unit employee may file, without fear of discipline, retaliation or discrimination, a grievance when in his best judgment; the City has failed to comply with specific safety and health standards promulgated by local, state and federal regulations. The City will continue its practice of providing personal protective safety equipment to employees to protect them from recognized safety and health hazards.

In order to facilitate this policy, a joint committee entitled, "Health and Safety Committee" shall be established. This Committee shall be composed of 2 unit members appointed by the Union and 2 City representatives as designated by the City Manager. The chairpersons shall rotate among the members.

The Committee shall meet quarterly at mutually scheduled times to consider on-the-job safety matters referred to it by the existing departmental safety committees and safety officers, or otherwise coming to its attention, and shall advise Department Heads and the City Manager concerning on-the-job safety and health matters.

All written recommendations of the Committee shall be submitted to the Department Head concerned and to the City Manager.

In the discharge of its function, the Committee shall be guided by the applicable regulations of the State's OSHA agency, and the City's existing practices and rules relating to safety and health, and formulate suggested changes.

The Union may review and suggest improvements to existing City building evacuation plans and the City Safety Program.

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Employee members of the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty time up to a maximum of 4 hours per employee per meeting.

ARTICLE 3: Compensation/Wages

Various sections of this MOU contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that do not provide a direct payment to each unit member have been negotiated in place of a direct payment and costed as part of the overall economic package. Examples include: life insurance, long term disability insurance, leave payouts, etc.

Section 3-1: Wages

A. **In year one of this agreement, the economic value of ongoing total compensation increases will equal 1.5%. Unit 3 employees will also receive a non-continuous payment equal to the economic value of 2.5% total compensation. Finally, Unit 3 employees will also receive an additional ongoing increase equal to the economic value of 0.50% of total compensation for agreeing to the City's transparency and accountability proposals. This will be paid as follows:**

1. **A 1.6% base wage increase, effective the first full pay period in July 2021.**
2. **A non-continuous payment of $2,055 for each full-time employee and $822 for each part-time employee in year one, to be paid out on the first full pay period in August 2021.**
3. **An increase to deferred compensation equal to 0.75% of base wage effective July 2021.**

B. **In year two of the agreement, the economic value of ongoing total compensation increases will equal 1.5%. Unit 3 employees will also receive a non-continuous payment equal to the economic value of 2.5% total compensation. This will be paid as follows:**

1. **A 1.73% base wage increase effective the first full pay period in July 2022.**
2. **A non-continuous payment of $2,097 for each full-time employee and $839 for each part-time employee in year two, to be paid out on the first full pay period in August 2022.**

   The City will evaluate the American Rescue Plan Act and will provide a (non-specified) percentage of premium pay as allowed by the legislation and deemed appropriate by the City Council, balancing the needs of the community and employees in their development of a strategic plan for the ARPA funds.

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The strategic plan will follow guidelines provided by the Department of Treasury. This language will expire at the conclusion of the 2021-2023 MOU.

C. It is understood that for implementation purposes, the practice of rounding of fractional cents shall be done in accordance with accepted mathematical and accounting principles.

D. Notwithstanding the rates of pay set forth in any appendix or attachment to the agreement for reference, the term "pay schedule" shall mean the schedule computed and published by the Human Resources Department for payroll purposes pursuant to Council action in the pay and compensation ordinance.

E. Productivity Enhancement Pay

In recognition of dedicated service and overall performance, the City agrees to implement effective January 1987, the following Productivity pay formula for unit members:

1. a) Pay Benefits for those unit employees receiving payments during the prior fiscal year:

   On **June 28**, **2021** (paid July **16**, **2021**), November **15**, **2021** (paid December **3**, **2021**), June **27**, **2022** (paid July **15**, **2022**), and November **14**, **2022** (paid December **2**, **2022**), unit members who have completed at least six years (6) but no more than up to 19 years of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for $100 for the completion of each year of continuous full-time service in excess of 5 years, up to an annual maximum of $2,800 at the completion of 19 years of continuous full time service.

   On **June 28**, **2021** (paid July **16**, **2021**), November **15**, **2021** (paid December **3**, **2021**), June **27**, **2022** (paid July **15**, **2022**), and November **14**, **2022** (paid December **2**, **2022**), and November 16, 2020 (paid December 4, 2020), unit employees who have completed 20 years or more of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for $125 for the completion of each year of continuous full time service in excess of five years, up to an annual maximum of $6,000 at the completion of 29 years of continuous full time service.

   b) Pay Benefits for those unit employees receiving their first payment on or after July 1, 2014:

   Effective the first paycheck in July (same qualifying date as semi-annual payments) and the first paycheck in January (same qualifying date as semi- annual) payments, unit members who have completed at least six years (6) but no more than up to 19 years of continuous full time service and who meet the additional qualifications specified in this section shall qualify for $100, prorated and included each pay period in the qualifying unit employee’s regular paycheck, for the completion of each year of continuous full time service in excess of 5 years, up to an annual maximum of $2,800 at the completion of 19 years of continuous full time service.

Effective the first paycheck in July (same qualifying date as semi-annual payments) and the first paycheck in January (same qualifying date as semi- annual payments), unit employees who have completed 20 years or more of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for $125, prorated and included each pay period in the qualifying unit employee's regular paycheck, for the completion of each year of continuous full time service in excess of five years, up to an annual maximum of $6,000 at the completion of 29 years of continuous full time service.

2. Qualifications:

   a) An employee must have completed at least one year of continuous full-time service at the top step in his pay range. Qualifications for Productivity Enhancement pay are made in the base class and will not be affected by movement into or out of assignment positions. Productivity Enhancement pay will not be affected by movements to positions within the same pay range.

      When a position is reclassified to a higher classification, or when a classification is assigned to a higher pay range, incumbents who are receiving Productivity Enhancement pay shall be moved to that step of the new range which corresponds the closest to their combined base pay and previous Productivity Enhancement pay amount (incumbent's annualized payment, and which does not result in a decrease from that amount. The placement in the new range will be limited to the maximum step in the range. If the reclassification or pay range change only results in a maximum possible one-range increase, and the incumbent is receiving Productivity Enhancement pay, the employee will be moved to the top step and continue to be eligible for Productivity Enhancement pay.

   b) An employee must have completed 6 years of continuous full-time service.

   c) An employee must have achieved the overall performance rating of "Met" on his latest performance evaluation on file at the time of the qualifying date.

   d) An employee must be on full time active status. Employees on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the employee returns to active employment.

   e) For those employees who are otherwise eligible for Productivity Enhancement pay, an employee who receives a below "meets standards" evaluation shall receive another evaluation within 90 days to 120 days, and if that evaluation is "meets standards" or better, he will be eligible to receive the next scheduled Productivity Enhancement payment.

3. Terms of Payment:

   a) Payments will be made within 30 days of the qualifying date**.**

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b) Employees receiving semi-annual payment, who separate from City employment after the qualifying date, but prior to the payment day, shall receive the payment in their termination check.

F. Linguistic Pay

This provision is written to provide guidelines for paying Unit 3 members who are authorized, certified, and required by management to utilize a language other than English to conduct official City business.

1. Pay Benefits:

Effective **the first pay period of July 2021** a unit member who meets the linguistic skills qualification as determined by a management review panel and becomes certified shall be paid a premium of $**75** per month.

G. Unit 3 employees who receive an overall "Met" on their **performance evaluation** and are eligible for merit shall receive it in accordance with the pay plan.

H. **During the term of this MOU the City will provide an annual budget presentation to the AFSCME Local 2960 Board. This presentation will be scheduled within 30 days of the final budget being presented to Council.**

Section 3-2: Overtime

A. Overtime is defined as time assigned and worked beyond the regularly scheduled work week or daily work shift; it being understood that overtime for all unit members who normally work a daily work shift of 8 consecutive hours, including a paid meal period on the job, is defined as time assigned and worked in excess of 40 hours in a 7 day work period or 8 hours per daily shift including paid meal breaks.

Overtime for unit members assigned to a 4/10 work week schedule is defined as time assigned and worked beyond the regularly scheduled 10 hours per shift or 40 hours per week.

There shall be a minimum of 12 hours off between shifts for unit members working a 4/10 and 5/8 schedules. If this is not possible, the **employee shall** receive overtime compensation at **their** regular rate of pay for each full hour**, or fraction of hour,** worked within the described 12 hour period for a 4/10 or 5/8 schedule.

This language only applies to employees who work 2 full shifts. **A shift holdover is considered a continuation of the regular shift. Employees cannot receive overtime compensation and 12-hour rule for the same hours worked (i.e., no pyramiding).** If an employee works less than a full shift either before or after his/her regular shift, the 12 hour rule does not apply. **See Appendix E for examples.**

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B. Duly authorized paid leave time shall be considered as time worked for the purposes of calculating premium overtime pay during the regularly scheduled work week (but not daily workshift).

C. Overtime work shall be compensated at 1 ½ times the regular rate, or compensatory time at 1 ½ times up to a maximum accumulation of **300** hours of compensatory time, exclusive of any premium or bonus pay. Authorized overtime hours worked in excess of **300** hours shall be paid in cash. There shall be no compounding or pyramiding of overtime pay with regular or premium pay.

Requests for use of compensatory time shall be subject to approval of supervision based upon operational and scheduling factors. Guidelines for administration of compensatory time or cash payment of overtime are contained in this Memorandum of Understanding in Attachment "C."

A unit member may convert accumulated compensatory time credits to cash, up to a maximum of 120 hours in no more than two, 60 hour increments, by notifying the Department **payroll staff** in writing of such intent no later than November 1 (payment will be made on or before December 15) and no later than July 31 (payment will be made on or before August 31).

D. Call-Out Pay

An employee shall have a minimum of 3 hours pay at overtime rates when called out for work after leaving City facilities at a time other than his regularly assigned shift, or when he is called out for overtime work while on stand-by pay.

Overtime for this call-out shall begin when employees report to the place where they are instructed to report and shall terminate 45 minutes after being relieved from duty. This 45 minutes travel time shall be included in the minimum guarantee and shall be paid only if the total work and allowed travel time exceed the minimum. Where employees are assigned take-home transportation, they will not be allowed the 45 minutes travel time. Travel time shall not apply when the employee is working on overtime which was planned in advance. An employee requested to report early, before the normal starting time of the shift, shall not be eligible for travel time, but would qualify for overtime for the extra hours.

Provisions of this section shall be interpreted in a manner which complies with the Fair Labor Standards Act.

At times when employees are required to work scheduled overtime, they will receive a minimum of three hours, at 1 1/2, providing said overtime is not immediately preceding or following his regular work hours.

Remote Access Support
Employees called to perform work by remote access, such as VPN, shall receive a minimum of 30 minutes pay at the overtime rate or the actual amount of time expended, whichever is greater. The employee will be paid at the overtime rate in quarter hour increments for each remote access support response after the initial response. Calls

placed closer than 30 minutes shall be treated as a single event and subject to the actual time worked or minimum payment.

Telephone Support
Employees called to perform work by means of telephone support shall receive 30 minutes pay at the overtime rate or the actual amount of time expended whichever is greater. The employee will be paid at the overtime rate in quarter hour increments for each telephone support response after the initial response. Calls placed closer than 30 minutes shall be treated as a single event and subject to the actual time worked or minimum payment.

E. Cash compensation for all overtime will be at 1 1/2 times the regular rate after the first 7 minutes assigned and worked beyond the end of an employee's regularly scheduled shift, calculated to the nearest quarter hour. There shall be no compounding or pyramiding of overtime pay with other regular or premium pay except as required under Fair Labor Standards Act.

F. Off Duty Physician Appointments

When, at the direction of the immediate non-unit supervisor, unit members being treated by the authorized and designated City physician at times they are not scheduled to be on duty nor are on paid leave or disability benefit status, shall be entitled to overtime compensation in accordance with Article 3 hereof. This compensation shall be at a minimum of one hour or based on actual check-in and check-out time recorded by health center staff.

G. Overtime shall be worked and shall be allowed if assigned by the non-unit supervisor or other authorized representative of the City. The City shall endeavor to be equitable in the distribution of voluntary overtime amongst qualified employees or crews of employees within the same classification, function, work location, and shift. Seniority may be used as a factor in determining the assignment of overtime work. Other factors include work history, skill level, assigned equipment, etc. The City will make available to the Union, upon request, reports of overtime worked by unit members on a quarterly basis. Overtime shall be voluntary, except however, the City reserves the right to assign overtime in the event insufficient employees volunteer, or to avoid inadequate staffing, or to insure timely service delivery, or to conduct mandatory training.

When a unit member is off duty or on leave and is contacted by telephone by his supervisor for purposes other than callout or a supervisor approves of the making or receiving of the call, the unit member will be paid at time and one-half his regular rate of pay for each quarter hour calculated to the nearest quarter hour (over 7 minutes goes to the next quarter hour). There will be no compensation for calls under 7 minutes.

A unit member has the option of donating accrued vacation or compensatory time to another City employee in accordance with Administrative Regulation 2.144.

Section 3-3: Out-of-Class Pay

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A unit member who is temporarily required to serve in a regular authorized position in a higher classification shall be compensated at a higher rate of pay in accordance with the following:

A. To be eligible for the additional compensation, the unit member must first accumulate 10 regular working shifts of assignment in the higher class within any 24 month period; satisfactory performance during a previous appointment to the higher class will be credited to the qualifying period. The days of out-of-class assignment need not necessarily be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. The unit member must be specifically designated in writing to perform out-of-class duties.

B. Temporary assignments out-of-class shall be recorded only in full shift units. A unit employee working out-of-class for 5 hours work for a 10 hour shift and 4 hours work for an 8 hour shift shall be credited with working out-of-class for the entire shift. No out-of-class credit shall be given for out-of-class work of less than 5 hours for a 10 hour shift and 4 hours work for an 8 hour shift.

C. To qualify for out-of-class pay, a unit member must be assuming substantially the full range of duties and responsibilities of the higher level position. Out-of-class pay is not authorized, for example, if the organization of a work unit is such that each unit member carries on his normal duties during the temporary absence of a supervisor, without a need for the direction which the supervisor would provide on a longer term basis.

D. 1. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class.

   2. When authorized, time worked out-of-class may earn experience only credit toward completion of experience requirements in lieu of existing experience requirements for promotion to those classifications where such out-of-class work was performed in a certified position.

E. A unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class. In the event of overlapping salary ranges, a one-step differential shall be paid for out-of-class assignments. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-class work assignments; the overtime rate shall be the rate established by the overtime regulations that apply to the higher rank.

F. The City shall not make out-of-class assignments pursuant to this Article in an arbitrary and capricious manner.

Section 3-4: Sick Leave Cash Out Formula

A unit member who has accumulated a minimum of 750 qualifying hours or more of accrued and unused sick leave at the time of a duty related retirement shall be paid an amount of compensation equal to 25% of his base hourly rate for all hours in excess of 250 hours.

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Additional language of this Section 3-4 is contained in Attachments B and C.

Section 3-5: Shift Differential Pay

Unit members shall receive $.60 per hour in addition to their hourly rate of pay when working a night shift which ends at or after 10:00 p.m. (9:00 p.m. in the Library Division) and before midnight, and $.80 per hour in addition to their hourly rate of pay when working a night shift which includes work during the period after midnight to 3:00 a.m. Shift differential shall continue be paid at the rate of the regular shift for any additional hours worked following the regular shift.

Employees shall receive night shift pay differential only for hours scheduled and worked, and not while on paid leave time. If an employee works a 2nd or 3rd shift for 6 hours or more, they will receive a shift differential.

Employees participating in a 4/10 work schedule shall receive $.60 per hour in addition to their hourly rate of pay when working a night shift which ends between 10:00 p.m. and 3:00 a.m., inclusive; and $.80 per hour in addition to their hourly rate of pay when working a regular night shift which ends after 3:00 a.m.

A Unit member shall receive **10** cents per hour in addition to his base hourly rate of pay and any other shift differential or any other premium pay he may be receiving for working a weekend shift. A designated weekend shift is defined as any shift that starts on or after 2 PM on Friday and continuing through any shift that starts on or before, but not after 11:59 PM on Sunday.

A Unit member who is called out and works between 2:00 PM on Friday and 11:59 PM on Sunday will be paid weekend shift differential for all hours worked at the rate specified in this article.

Clarification on defining the hours for shift differential and how it is applied across departments with Unit 3 employees will be discussed in Labor Management committee meetings.

Section 3-6: Stand-By Pay

When a unit member is required to be available for immediate emergency call-back at times when the member is not otherwise on duty, the member shall be compensated for such stand-by hours at $3.00 per hour. Members serving in stand-by assignments shall be subject to contact requirements as provided for by the Department Head.

Section 3-7: Show-up Time

Except in emergencies, an employee who is scheduled to report for work, has not been notified to the contrary, and presents himself for work as scheduled, shall be paid for at

least 4 hours at the hourly or applicable rate of pay. If work on the employee's regular job is not available for reasons beyond his control, the City may, at the City's discretion, assign the employee substitute work.

Employees who start work and are later compelled to stop because of inclement weather or other conditions beyond their control shall be paid for the hours they work, but they shall be paid for not less than 4 hours at the straight time rate.

Employees released hereunder prior to the end of their regular shift may be required to stand-by and keep themselves available for immediate call-back during the balance of their regular shift (for which time they shall be entitled to stand-by pay under Article 3, section 3-6, "STAND-BY PAY" hereof). An employee may request the use of any accrued leave time, exclusive of sick leave, to cover the balance of his regular scheduled work shift. Employees called back to work shall be entitled to their hourly rate of pay for the balance of their regularly scheduled shift.

Section 3-8: Jury Duty Pay

Pursuant to A.R. 2.24, as amended, a unit member called for jury duty or subpoenaed by a court as a witness shall be granted a leave of absence from municipal duties without loss of pay for the time actually required for such service and may retain jury or witness pay, except where such testimony or witness duty is the result of a unit member's official duties as a City employee.

To be eligible for paid leave for jury or witness duty, an employee must present verification of his call to jury duty or witness duty.

Paid witness leave shall not be allowed when the unit member is the defendant, plaintiff or voluntary character witness in a court action.

Subject to operational and scheduling needs, unit members whose regular work shift is worked after 5 p.m. and prior to 8 a.m. may be allowed by management to be assigned to the day shift during the period of jury duty service. The member will be responsible to notify their supervisor as soon as they are notified for jury duty by a court.

Call Out Pay for Court Time:

When, as a result of his official duties, a Unit member is required to appear as a witness at a time that the employee is not otherwise on duty, the employee will receive a minimum of 3 hours pay at 1 ½ his regular rate of pay, except that an employee shall not be eligible for additional compensation during that 3 hour period.

Court Time Stand-By:

When a Police Department Assistant**, Crime Scene Specialist,** or Commercial Vehicle Inspector receives a subpoena or other notice requiring him to stand-by to appear in court to testify concerning the performance of his official duties at a time other than his regularly scheduled shift, he shall be compensated the greater of either $**100** per day for each day

the subject court proceeding is in session and the Unit member is subject to call, or in accordance with the current provisions of the Fair Labor Standards Act for the term of this agreement or for so long as the Act is applicable.

Subject to operational and scheduling needs, full-time Unit 3 employees whose non-traditional work schedules include N-days may be allowed by management to be provided an alternate N-day during the pay week for hourly employees (when the date of jury service falls on the employee's regularly scheduled N-day).

Section 3-9: Deferred Compensation Program

Effective July 1, **2021**, the City shall contribute an additional 0.**75**% of each Unit **employee's** monthly base wages for a total of **2.36**% to the City Deferred Compensation Plan.

Section 3-10:

Any Communication Dispatcher assigned to the Aviation Department and Police Communications Operator assigned Radio/911 who is selected by their Department to conduct department approved field training will be paid a one-step differential or a minimum of 3%, whichever is higher, for those hours actually spent training other staff members.

ARTICLE 4: Hours of Work/Working Conditions

Section 4-1: Hours of Work

A. This Article is intended to define the normal hours of work and to provide the basis for calculation and payment of overtime pursuant to Article 3, section 3-2. Unit members may sign individual statements waiving the provisions of this section concerning consecutive days. Signed waivers shall continue in effect per M.O.U. year, unless there is an emergency of long-term duration affecting the employee. In which case, the employee will give the City at least ten calendar days notice in order to revoke the waiver.

   The City, in collaboration with the Union, may experiment with flextime schedules when all the following conditions are met:

   a. Approval of Department Head
   b. Approval of Union President
   c. Mutually agreed schedule between Unit Member and Supervisor
   d. Signed waiver

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The regular work day and regular work week shall consist of 5 consecutive days of 8 hours or 4 consecutive days of 10 hours of work excluding unpaid meal periods in a 7 calendar day pre-established work period, except in those departments performing normal services regularly on Saturday and/or Sunday, with the following exceptions:

1. To the extent that Library schedules do not conform to the above provision, it is not intended nor shall this section change such scheduling practices in the Library Division.

2. The shift schedule for unit members in the Fire Dispatch Operation shall be subject to change during the term of this Memorandum, when such is conducive to efficient operations in the judgment of department management. The Union shall be advised of such changes in advance in the Labor-Management Committee (Article 2, section 2-2).

3. **Exceptions to this Section may be made for Detention Officers in the Police Department.**

The City and Union will discuss aligning the definition of the start date of the shift in Labor-Management meetings.

B. Regular work schedules showing the employees' shifts, work days, and hours shall be posted where accessible to employees.

C. Except for emergency situations, permanent regular work schedules shall not be changed without notice of at least 14 calendar days to the affected employee(s). Full-time unit members shall be given notice of at least 14 calendar days when there is a change in their permanent work location. "Emergency" hereunder shall mean unforeseen operational circumstances.

When used in the context of this article, operational circumstances will be defined as service demands or other required actions performed to accomplish the mission of the department. These actions may be routine (anticipated) or emergency (unanticipated). For routine operational actions, 14 calendar days notice will be given to change permanent regular work schedules. For emergency operational actions, unit members will be provided as much advance notice and information as the situation will allow.

When changes are to be made by the City on a permanent basis for other than emergency reasons, or where new permanent schedules are to be adopted, the City will notify the Union of such changes or new schedules within 7 calendar days notice.

Employees may request to be changed to another work schedule, and when a position on such schedule becomes vacant and available, shall be so reassigned on a seniority preferred basis when qualifications and experience are deemed to be equal by the City. (See Article 4, section 4-4 Seniority)

D. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for 24 hours a day, 7 days a week.

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The work week for employees engaged in continuous operations shall consist of 5 consecutive days of 8 hours of work or 4 consecutive days of 10 hours of work, excluding unpaid meal periods. This provision shall not apply to relief positions.

E. Unit 3 employees' regularly scheduled workday will be determined by the actual calendar date that they start their shift.

Section 4-2: Rest and Lunch Periods

A. Scheduled work shifts shall include meal periods to be observed as follows:

5 DAY WORK WEEK	MEAL PERIOD
8 hours	30 minutes on the job, paid at straight time
8-1/2 hours	30 minutes, unpaid
9 hours	60 minutes, unpaid

4 DAY WORK WEEK	MEAL PERIOD
10 hours	30 minutes on the job, paid at straight time
10-1/2 hours	30 minutes, unpaid
11 hours	60 minutes, unpaid

Schedules for Police Assistants and Police Aides, in the Police Department shall include a paid straight-time meal period of 1/2 hour on the job.

Two (2) paid non-work periods of 15 minutes during the above scheduled work shifts shall be permitted to promote the health, safety and efficiency of employees on the job.

A unit member may request a flextime schedule. If work demands preclude a unit member from taking an unpaid lunch period, they will receive compensatory time at 1 ½ x for the missed meal period, provided they have received prior authorization from their supervisor for working through the lunch period and they have worked more than 40 hours that week. When a Unit member does not receive a paid meal period, **the** meal period shall be uninterrupted and duty-free. For paid straight-time meal periods of 1/2 hour, the intent is for the employee to have a break from their work station during this period, but the employee must be available for immediate call-back to work when necessary. When work demands permit, with a supervisor's approval, a Unit **employee** may combine their 30 minute meal period with one of **their** 15 minute rest periods to achieve a 45 minute meal period. This paid leave time counts as hours worked.

B. Activities of employees during above non-work periods shall not be subject to any unreasonable restrictions.

C. When a Unit member works overtime of 2 hours or more in addition to their daily work shift, they shall be entitled to an additional 15 minute break. Every additional 2 hours of overtime will entitle an employee to an additional 15 minute break.

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After 4 consecutive hours of overtime **in addition to their daily work shift,** a unit member shall be entitled to a paid meal break of 30 minutes but in no event shall a unit member be entitled to more than one such break for every 8 consecutive hours of overtime.

Section 4-3: Clean-up Time

Unit employees will be given time, in keeping with past practice, at the end of a normal daily shift for personal clean-up. Such time is in addition to and exclusive of any time the City requires be spent for maintaining equipment.

All departments shall provide field employees with the appropriate clean up kits/ materials, upon request.

Employees shall be allowed reasonable time, as necessary, for personal cleanup prior to the commencement of lunch and break periods.

The intent of the above provision has always been to allow field employees who need personal clean-up prior to rest or lunch periods a reasonable amount of time to do so. Clean-up material should be supplied on an as needed basis to field employees. If the field supervisors and employees act reasonably in addressing the issue, everyone will have a more healthy and safer work environment.

Section 4-4: Seniority

A. Seniority shall be by length of service within a class. If seniority within the class is not determinative, then length of service with the City shall prevail.

B. Seniority shall be used as a factor consistent with established Civil Service procedures and Personnel Rule 14 in choice of work assignments, vacation schedules, and in the determination of lay-offs.

ARTICLE 5: Benefits

Section 5-1: Health Insurance

A. Effective August 1, 2002, the City and Union agree to maintain the current 80/20 split for health insurance for both single and family coverage. If there is a rate increase or decrease, the City shall pay 80% of the new monthly contribution and the employee will pay 20%.

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B. The City agrees to the continuation of a Health**care Taskforce** for the purpose of studying existing plans and to explore alternative plans. The **Taskforce** shall include representatives from the City and a Local 2960 representative.

C. It is understood between the City and the Union that the City's monthly contributions will not, under any circumstances, exceed the actual premium cost.

D. Effective August 1, 1988, the City will implement an Employee Assistance Program which will provide confidential individual and family counseling to all unit members and their eligible dependents. These services will be furnished by an independent contract agency to be chosen by the City.

E. Employees in positions in classifications 320 and below will receive a health insurance supplement allowance of $66.50 two (2) times a year to be paid in August and February. Regular bargaining unit employees must be enrolled in current City Health Insurance Program to receive this benefit.

F. Commencing July 1994, all Unit III Police employees will be included in coverage of the Police Officers Assistance Program.

G. The following chart reflects the MERP benefits for unit employees eligible to receive MERP as determined on August 1, 2007. It is understood the MERP amounts listed are not subject to modification through contract negotiations but may be increased by the City.

Retiree with less than 5 years of active City credited service.	$117 per month
Retiree with at least 5 years but less than 15 years of active City credited service.	$135 per month
Retiree with at least 15 years but less than 25 years of active City credited service.	$168 per month
Retiree with 25 or more years of active City credited service.	$202 per month

H. An additional Medical Expense Reimbursement Plan (MERP) supplement of $100 will be paid to unit employees who retire on or after July 1, 2007 and are within 15 years of becoming retirement eligible as of August 1, 2007 and who choose the City's family coverage. This additional MERP amount will be paid until retirees reach age 65. Any unit employee who retires after July 1, 2009, and is eligible to receive MERP, as determined on August 1, 2007, will receive this additional MERP amount for either family or single coverage until age 65. This credit is applied directly to the retiree's premium deduction.

I. In the event of the death of a unit member while on duty or while performing a job function as determined by the City, the City will continue to pay the full monthly health insurance premium for the spouse or domestic partner and all eligible dependents. Should the surviving spouse or domestic partner remarry, the benefits of this provision **may continue through COBRA**. The policy is retroactive to any reported and known In-Line-of-Duty death of a Unit member from July 1, 2010 to June 30, 2019.

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Section 5-2: Dental Insurance

The City shall pay the full premium costs for single coverage for employees enrolled in the base dental HMO or PPO plan and 75% of the premium costs for family coverage for a City dental plan. If an employee selects a dental plan other than the base HMO or PPO, the employee will pay the difference between the PPO plan and the selected plan.

The plan shall consist of 80% payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The plan shall also include an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a maximum lifetime benefit of $2,500 per person. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix.

Effective August 1, 2003 the orthodontia benefit shall be $4000 dollars.

Section 5-3: Life Insurance

The City will provide at no cost to unit employees off-the-job and on-the-job life and dismemberment insurance with a face value equivalent to the employee's gross annual salary rounded up to the next $1,000 or $25,000, whichever is greater; in addition, the City will also provide death-in-the-line-of-duty insurance with a face value of $75,000.

It is understood between the City and the Union that any **negotiated** changes in life insurance benefits shall be effective on or about August 1. The designated beneficiary of a unit member will be paid for all accumulated sick leave hours that remain on the City's official file at the time of a line-of-duty death of the unit member and payment will be based upon the unit member's base hourly rate of pay at the time of death. The beneficiary shall be that person designated **in the eCHRIS Benefits portal** for the City of Phoenix Group Life Insurance Program on file in the City Human Resources Department.

Additionally, the City will provide to each unit **employee** a $200,000 death benefit covering the unit **employees** commutation to and from his City work location. This policy will be consistent with the **current City Life Insurance carrier**, and will cover the unit **employee's** commute for up to two hours before his shift begins, and two hours after his shift concludes.

In the event of the death of a unit **employee** while commuting to or from his work location, for a period of two hours each way, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. This policy will be consistent with the terms of the **current City Life Insurance carrier**, for the payment of a supplementary commutation life insurance policy for each unit **employee**.

Accumulated sick leave hours on the city's official file at the time of an active unit member's death will be paid. Payment will be based upon the member's base hourly rate at the time of death.

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The City will pay for the current life/long term care insurance benefit to unit employees. **The City agrees to participate in an ad hoc workgroup with the goal of transitioning back maintenance of Unit 3's life/long term care insurance back to the union.**

Section 5-4: Long-Term Disability

The City will offer a long term disability benefit for all full time, regular unit employees pursuant to A.R. 2.323 as may be amended (providing that such amendments shall not be in conflict with the MOU). Employees who have been continuously employed and working on a full-time basis for **12** consecutive months are eligible **to apply** for long term disability coverage. After an established 90 calendar day qualifying period, the plan will provide up to 66 2/3% of the employee's basic monthly salary at the time disability occurs and continue up to age 75 for employees who have been employed full-time for 36 months and one day. This benefit will be coordinated with leave payments, industrial insurance payments, unemployment compensation, social security benefits and disability provisions of the retirement plan.

Employees who have been employed full-time with the City of Phoenix for 36 months or less, will be eligible to receive a long term disability benefit for no more than 30 months.

Employees participating in the long term disability benefit as of June 30, 2012 will continue under the previous benefit rules until they return to work or achieve the maximum age of 80 for benefits.

Section 5-5: Holidays and Vacations

A. The City agrees to incorporate into the Memorandum the benefits provided under Administrative Regulation 2.11, as amended, modified to indicate the following holidays.

   Employees, except those on hourly paid status, shall, when possible without disrupting the various municipal services, be allowed the paid holidays listed below:

New Year's Day	- January 1
Martin Luther King’s Birthday	- Third Monday in January
President's Day	- Third Monday in February
Cesar Chavez’s Birthday	- March 31
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- First Monday in September
Veteran's Day	- November 11
Thanksgiving Day	- Fourth Thursday in November
Friday after Thanksgiving Day	
Eve of the Christmas holiday	- 4 hours
Christmas Day	- December 25

   Three vacation days- After completion of six months of full-time employment added to vacation bank of hours

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When a holiday named herein falls on Sunday, it shall be observed on the following Monday, and when a holiday herein falls on a Saturday, it shall be observed on the preceding Friday, except that in the case of 6 day operations and in the Library Department such holidays may be observed on Saturday, and in the case of continuous operations and seven day operations, holidays shall be observed only on the calendar days on which they actually fall. This paragraph shall not apply to the Eve of Christmas holiday, which shall only be granted when it falls on the employees' regular scheduled work day.

A unit member working in a continuous operation, whose regularly scheduled day off falls on a holiday specified above, and who is scheduled or called in by management to work a regular shift on such holiday and scheduled day off, shall be compensated as follows: 8 hours pay for the holiday plus pay at 1 1/2 the regular rate for each hour assigned and worked, plus compensatory time credit for each hour assigned and worked to a maximum of 8 hours.

B. Vacation accrual, carryover, and separation payout shall be governed by the following table:

SERVICE YEARS	MONTHLY ACCRUAL	MAXIMUM CARRYOVER	PAYOUT
0-5	8 hours	**232** hours	**280** hours
6-10	10 hours	**280** hours	**340** hours
11-15	11 hours	**304** hours	**370** hours
16-20	13 hours**	**352** hours	**430** hours
21 +	15 hours**	**400** hours	**490** hours

****In the last three years of service an additional 80 hours may be carried over into a new calendar year.**

Beginning July 1, 2018, unit members shall be allowed vacation buy out twice per calendar year, on the last paycheck of November and/or May. The total annual buy out is up to a maximum of 80 hours taken in no more than 40 hour increments, after the employee has accumulated a minimum of 120 hours and has used 40 hours of vacation/comp-time during the calendar year.

Unit members may contribute accrued vacation or compensatory time to other employees in accordance with City policy governing contribution of leave for serious illness of an employee or their immediate family member.
To every extent practicable, a transferred unit member will be allowed to maintain his previous vacation schedule.

C. **Through Labor-Management Unit 3 established a pilot program for unused vacation time that unit members would lose since it could not be carried over into the next calendar year. A bank was established and the time was donated to Unit 3 employees with a petition on file per A.R. 2.144.**

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During the 2021-2023 MOU, a workgroup will be formed with participants from City management and include a leader from AFSCME Local 2960 for the purpose of exploring the possible creation of a Citywide bank of hours supplied by vacation cutback hours for use by employees with approved donation petitions. The workgroup will submit a recommendation to the City Manager before the end of the 2021-2023 MOU.

Section 5-6: Uniforms

A. Uniform Allowance

Unit members employed by the Police Department or Fire Department who are required to purchase, wear and maintain uniforms pursuant to Police or Fire Department rules and regulations shall be entitled to an annual uniform allowance in the below listed amounts for the appropriate listed classifications:

Job Classification	Allowance
Police Assistant*/Special Detail (**Assigned to Patrol or Transit functions)**	$**1150** per annum
Police Assistant	$725 per annum
Detention Officer	$**1150** per annum
Police Aide	$725 per annum
Police Communications Operator	$725 per annum
Fire Prevention Specialist Trainee	$725 per annum
Fire Prevention Specialist (Including employees in Planning & Development)	$725 per annum
Court Security Officer	**$725 per annum**
Fire Emergency Dispatcher/Lead**	$725 per annum
Municipal Security Guard*	$725 per annum
Municipal Security Guard* in Police (required to wear Class B or C uniform)	**$1150 per annum**
Crime Scene Specialist*	**$725 per annum**

The City will issue a one-time $200 winter uniform jacket allowance to for outdoor work **to the following classifications and assignments:

Police Assistants assigned to Parking Enforcement Detail
Police Assistants assigned to Patrol or Police Transit
Detention Officers
Crime Scene Specialists
Municipal Security Guards in Police, Water and Public Transit

Police Assistants, Detention Officers, Municipal Security Guards in all departments, Police Assistant-Transit and Police Assistants **and Crime Scene Specialists** in public facing positions, as well as Operations Assistants in Aviation working non-secured side of airport who purchase a new ballistic vest, upon showing proof of purchase, shall be reimbursed an amount up to, but not exceeding $1,000. Upon replacement, a qualified

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employee as listed in this section shall be entitled to the $1,000 reimbursement every 5 years after initial purchase.

In lieu of the $100 employees in the job classifications of Fire Emergency Dispatcher/Lead previously received from the City/Fire Department for additional uniform items, employees in these job classifications will now receive an equivalent uniform allowance of $100. Payment to be made on or about August 1 of each MOU year.

1. Payment of the annual allowance will be made on or about August 1 of the fiscal year and shall be for the period of July through June, and is intended to cover the cost of uniforms, maintenance, and cleaning of such uniforms.

2. New employees will receive the entire annual uniform allowance within 30 days of the time they are directed to wear and maintain a uniform.

   The second uniform allowance, received at the start of the next fiscal year, will be equal to 1/12 of the annual uniform allowance for each month of the preceding fiscal period, starting with the first month the employee was directed to wear and maintain a uniform, to the start of the new fiscal year.

3. Unit members who leave City employment shall repay to the City the uniform allowance equal to 1/12 for each month remaining in the fiscal year after the last day of the month in which the separation occurs. Provided, however, that unit members who retire will not be required to repay any uniform allowance.

   The family or beneficiary of a unit member who dies while in the employment of the City shall not have to pay back any uniform allowance.

4. A unit member who has been on extended leave (paid or unpaid) of 2 months or longer shall have the next annual uniform allowance reduced by 1/12 of the annual amount for each month of extended leave.

5. An employee who has received an allowance under this agreement and is subsequently promoted or transferred into a Public Safety Retirement System position shall have his allowance adjusted to accommodate the difference but shall not be entitled to both allowances.

6. Reimbursement Schedule

   The City agrees to reimburse all unit members for the repair or replacement of uniform items and for other personal property damaged in the course of employment and performance of their assigned duties without fault or negligence on the part of employees, other than normal wear and tear in accordance with the schedule of items and maximum amounts authorized for reimbursement outlined below:

   Uniform Boots/Shoes - Full Cost
   Uniform Trousers - Full Cost
   Uniform Shirt - Full Cost

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Uniform Jacket - Full Cost
Glasses - Prescription $130.00
Watches - $52.00
Jewelry - $44.00
Flashlight - $21.00
Sun Glasses - $17.00 Non-Prescription
Safety Vest - Full Cost

Reimbursement for full, 3/4, 1/2, 1/4, value are based on the supervisor's evaluation and recommendations of the article's condition and age. Items not listed above are not covered by the policy.

The option to repair or replace damaged items, and to determine whether replaced property will be returned to the employee, rests with the City.

The provisions of this policy shall not apply if the employee has concealed or misrepresented any material fact or circumstances concerning the subject of the loss, his interests therein, or in the case of any fraud or false statements by the employee relating thereto.

Any item not specifically mentioned may be discussed in a meeting of the Labor-Management Committee.

7. Prior to changing or modifying current uniforms, the City will notify the Union, in writing, of its intent. The Union may **at any time request the Labor-Management Committee meet to discuss changes and modifications to the current uniforms**.

HONOR Guard – Prior to any formal recognition of the Unit 3 Honor Guard, the City and Union will determine the Honor Guard fund management, uniforms, policies, and procedures in Labor-Management meetings. A good-faith effort will be made to schedule these Labor-Management meetings within 8 weeks of the contract start date.

The AFSCME Local 2960 Honor Guard is a professional organization that represents the City of Phoenix at official events, memorial services and employee funerals. The AFSCME Local 2960 Honor Guard was established in January 2015 after the LODD loss of Unit 3 employee Megan V. Lange. The 501c3 was formalized during the 2016-2019 contract MOU at the request of the City during negotiations to help institute formal recognition of the Honor Guard. Through the work of AFSCME Local 2960, a registered 501c3 non-profit association (ID #82-08366266), the Honor Guard provides public education and community service. Each year of this agreement, the City will direct $25,000 to a fund maintained by the City, which has been charged to the total compensation of the Unit 3 economic package, to support the work and related expenses of maintaining the Honor Guard. The Union will submit receipts to the City for reimbursement. If the entire $25,000 is not used in the first year of the MOU the balance will carry over into **the** following year not to exceed $50,000 during the term of this MOU. Funds not used by the end of the MOU will be credited to the Unit 3 package for the following contract. **As a result of COVID-19 AFSCME Local 2960's Honor Guard was**

not able to attend trainings or various functions in 2020. Funds in this section will holdover until June 30, 2022.

Section 5-7: Tuition Reimbursement

A. Unit members who participate in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:

1. For the **2021**-**2023** fiscal years, an employee may submit tuition expenses incurred in the prior fiscal year such that the maximum total reimbursed does not exceed $13,000 across any two-year period.

2. To be eligible for any reimbursement, unit members must have successfully completed academic or training courses approved by the department head and the Human Resources Director as provided in existing regulations.

B. Tuition reimbursement in accordance with this Article will be made in the event an employee's approved course of instruction is terminated solely and directly as a result reimbursement shall not occur in the event of any other voluntary or involuntary change in job assignment or employment status.

C. The City will reimburse unit members for expenses incurred as a result of requiring and maintaining certification required by the City for Building Inspectors, Construction Permit Specialists, and Operation Assistants Air side, and Fire Prevention Specialist once they pass the test, on a one time basis only. The City will not reimburse unit members for classes the City provides at no cost, or for classes the City identifies for unit members to be taken at no cost.

D. Unit classifications at pay range 324 and above shall be allowed to utilize up to $150 to attend one-day, in-state, city-related seminars/training and city-related memberships.

Section 5-8: Car Insurance, Mileage Allowance, Bus Pass and Parking

A. Where, with respect to the below listed classifications, the City expressly requires as a condition of employment that the employee own and utilize his personal automobile in performing assigned duties, such employees shall be compensated $12.00 per month toward automobile insurance expenses upon submission and resubmission as may be required by the City of such insurance expenses being incurred by the employee:

Community Worker II
Caseworker I
Caseworker Aide
Senior Center Assistant

Employees required and authorized to use their private vehicle on City business and who have provided proof of appropriate insurance as required by City regulations shall be compensated at the IRS regulated rate per mile.*

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*Refer to A.R. 6.21

B. Employees regularly assigned to the airport terminal buildings shall be provided parking facilities without charge at a location at the airport to be specified by the Director of Aviation.

C. All regular full-time and part time bargaining unit employees will receive, upon request, a City issued bus/transit pass at no cost to be used only by the employee.

D. If parking rates are increased, the City will notify the union prior to the increase taking place.

E. Parking rates for employees who drive motorcycles to work shall be reduced by 50% when they park at the 305 garage or Adams Street Garage.

F. The City will provide **4** parking cards to the Union.

Section 5-9: Unpaid Parental Leave / Family Leave

A. The City will, as a matter of general policy, authorize up to 3 months of unpaid leave for any unit member who is the parent of newly born, legally adopted child, or any unit member who needs to care for an ill family member. Family members include spouse, qualified domestic partner, children (natural, adopted, foster or stepchildren) brother, sister, parents, and grandparents. Approval and use of this leave shall be subject to existing Personnel Rules. The employees' immediate family member does not have to live in the employees' household to be covered by this section.

B. Employee may use up to 10 hours of accumulated sick leave in at least one-hour increments each calendar year for the home care or medical treatment for an immediate family member residing in the employee's household. When there is an extreme illness or injury situation where a life or death question exists involving an immediate family member, an employee may use up to 5 days of accumulated sick leave. (This should not be construed as bereavement leave under Personnel Rule 15g.)

   In addition, employees may have dependent care situations where the above leave is insufficient to cover their absence. Therefore, employees will be allowed to use unscheduled accumulated vacation or compensatory time for the care of an immediate family member up to a maximum of 5 incidents not to exceed a total of 40 hours each calendar year.

   For all of the above mentioned leaves, (sick leave, vacation, and compensatory leave) the employee will not have these leaves be considered a negative factor under A.R. 2.30, when evaluating the job performance of an employee involved in a leave-management program, up to a maximum total of 7 incidents per calendar year. An incident is defined as an absence from work regardless of the length of time.

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Immediate family is defined as the following persons: spouse, qualified domestic partner, child, step-child, brother or sister of the employee or the parent of the employee or spouse, a relative who, because of family circumstances, has been a parent substitute to the employee may be considered as a substitute for mother or father in this definition.

Section 5-10: Retirement Program and Benefits

The retirement program and benefits for Unit 3 employees are listed in the Phoenix City Charter.

ARTICLE 6: Miscellaneous

Section 6-1: Saving Clause

A. If any Article or Section of this Memorandum should be held invalid by operation of law or by final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them, shall meet and confer and endeavor to agree on a substitution provision or that such a substitute provision is not indicated.

B. It is recognized by the parties that this MOU shall be administered in compliance with appropriate provisions of the Fair Labor Standards Act as may be amended.

Section 6-2: Copies of Memorandum

A. Within 60 days of the date that this Memorandum is adopted by the City Council, the City will arrange for printing of jointly approved copies of it for furnishing one to every unit employee, unit supervisor and to management personnel.

B. Printing vendors secured by the Union shall comply with Ordinance G-1372 (Affirmative Action Supplier's Ordinance), as may be amended, and Ordinance G-1901 (Affirmative Action Employment by Contractors, Subcontractors, and Suppliers), as may be amended.

Section 6-3: Term and Effect of Memorandum

A. This Memorandum shall remain in full force and effect July 1, **2021** through June 30, **2023** and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than December 1st, of the final year of the contract, of its request(s) to modify or terminate it.

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B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.

C. If any section or provision of this Memorandum violates existing Federal, State or City law, then such law shall supersede such provisions or section.

D. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Union having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the City Council or the City Manager.

E. The City may change the terms and conditions of Administrative Regulations during the term of this Memorandum. The City will consult the Union concerning changes affecting existing compensation provided for under the following Administrative Regulations:

2.16 Political Activity Time Off to Vote
2.241 Compensation for Interpreting and Translation by Personnel in City Courts
2.27 Employee Suggestion Program
2.28 Reimbursement for Specified Expenses Incurred by Personnel on City Business
2.34 Placement of Temporarily or Permanently Disabled Employees
3.41 Travel Authorization and Travel Expense Allowances

F. The provisions of this Memorandum apply to all unit members, except that entitlement to health, life and long-term disability insurance, holiday, overtime and show-up benefits for regular hourly employees shall continue in accordance with present practice and policy. The City shall not lay off from City employment full-time employees for the sole purpose of replacing them with hourly employees, and will not alter the status of incumbent full-time employees to hourly employees.

G. This Memorandum constitutes the total and entire agreements between the parties and no **past written or** verbal statement**/agreements** shall supersede any of its provisions.

Section 6-4:

The City shall create an Employee Memorial for those employees lost to COVID-19 to thank them for their service to the City of Phoenix

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IN WITNESS WHEREOF, the parties have set their hands this
_____ day of May, 2021

_____
Frank Piccioli, President, AFSCME Local 2960

_____
Xavier Frost, Deputy Human Resources Director, Labor Relations, City of Phoenix

_____
Ed Zuercher, City Manager, City of Phoenix

ATTEST:

_____
Denise Archibald, City Clerk, City of Phoenix

APPROVED TO FORM:

_____
City Attorney, City of Phoenix

AFSCME 2960 Team:	City of Phoenix Team:
Frank A. Piccioli, President	Xavier Frost, Deputy Human Resources Director
Debra Novak-Scott	Chris Tucker, Police Department
Angie Hernandez	Jody Wolf, Police Department
Kanika Jones	Susan Hallett, Human Services Department
Joe Witt Jr.	Michael O'Shaughnessy, Aviation Department
Jose Vejar	Jesse Duarte, Public Works Department
Michelle Newcomb	Mike Molitor, Fire Department
Karen Roberts	Angie Varela, Planning and Development (Coordinator)
Doris Levy	Jonathon Neitzel, Human Resources (Scribe)
Kennethy Franklin	

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ATTACHMENT A

DEPARTMENTS REPRESENTED BY AFSCME LOCAL 2960

Aviation

City Clerk

Community & Economic Development

Civic Plaza

Engineering & Architectural Services

Finance

Fire

Housing

Human Services

Information Technology

Law

Library

Municipal Court

Neighborhood Services

Parks & Recreation

Planning & Development Services

Police

Public Transit

Public Works

Street Transportation

Water

Stewards are listed on our website - afscme2960.org

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ATTACHMENT B (Relating to Vacation Leave)

All of the following, including the agreed-upon Intent, are material terms of this Attachment B and if any provision contained herein is not accepted by the City, the City Council or the employee group, this entire Attachment B becomes null and void:

Section 3-4 (Continued)

A. Final Average Compensation and Vacation Leave

1. The number of vacation leave hours eligible to be cashed out and included in an employee's Final Average Compensation upon retirement will be limited to the number of vacation leave hours in the employee's leave bank on June 30, 2014, not to exceed 450 hours.

2. The City recognizes that the Union may bring a lawsuit regarding the City's proposed implementation of the practice set forth in this Attachment B by submitting the dispute concerning the City's proposal and planned implementation of the practice in Paragraph B.1 of this Attachment B to a court of competent jurisdiction.

3. The Parties expressly agree that nothing contained in Section 3-4 or this Attachment B shall be construed to constitute an agreement by the Union to the lawfulness of the practice set forth in Attachment B or the lawfulness of implementation of the changes set forth in Paragraph B.1 of this Attachment B. Nor shall anything contained in this Attachment B constitute a waiver of the Union's, employees' or the City's claims or defenses in connection with a lawsuit as set forth in Paragraph B.2. hereof regarding the lawfulness of the City's proposed implementation of the changes set forth in Paragraph B.1. The City agrees not to make any argument based on this Attachment B regarding waiver, estoppel, ratification, novation or any similar arguments based on this Attachment B. The City expressly agrees it waives any rights to argue and will not and may not argue, based on this Attachment B, in any lawsuit as set forth in Paragraph B.2 regarding the lawfulness of City's proposed implementation of the changes in Paragraph B.1, that the Union or Unit 3 employees agreed to the lawfulness of such changes including, without limitation, by asserting that the Union or employees agreed to the lawfulness of such change based on this Attachment B, the negotiations leading up to this Attachment B, the ratification of the MOU by the Unit 3 employees or based on any action or statements of the Union in relation to this Attachment B.

4. The Parties further agree that until there is a final judgment and declaration with respect to the rights of the parties regarding the lawfulness of and the proposed implementation of the practice in Paragraph B.1, if the City calculates retirement benefits based on such practice, the Union will not seek a temporary restraining

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order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1. The City expressly agrees that it waives any rights to argue and will not and may not argue that failure to seek a temporary restraining order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1 constitutes estoppel, an agreement to such practice or waives any rights to challenge such practice nor will the City argue that either the Union or Unit 3 employees agreed to the lawfulness of the practice set forth in Paragraph B.1 or such practices based on the failure to seek a temporary restraining order, preliminary injunction or other interim relief.

5. The City and the Union further agree that in the event a court determines in a lawsuit as described in Paragraph B.2., after final judgment and all appeals are exhausted, that: (a) the vacation payments at issue in Paragraph A are compensation within the meaning of the Charter; or (b) determines that the practice set forth violates the contractually vested rights of employees; or (c) determines that the practice violates either the Arizona or United States Constitutions, the City shall, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, sever Paragraph B.1 of this Attachment B and its terms from this MOU and will take whatever administrative action is reasonably necessary to undo the practice described in this Attachment B as required to implement such court's judgment and make any affected employees whole. The City shall meet and discuss with the Union about such administrative action before such action is taken and shall advise the Union first before advising affected Unit 3 employees about any such administrative action that directly affects Unit 3 employees

6. The City and the Union further agree that, in the event of a final judgment in the Union's favor such as described in Paragraph B.5. of this Attachment, and after all appeals are exhausted, the City will apply such judgment retroactively to undo the effect of the practices described in this Attachment B.1 on any employees affected or bound by this Attachment B and make such employees whole, including without limitation those Unit 3 employees who retire after June 30, 2014 but before such final judgment and appeals are concluded. The City shall meet and discuss with the Union about what actions are taken to undo the effect of the practices and shall provide the Union with information concerning what Unit 3 employees retired after June 30, 2014 who were affected by Paragraph B.1 of this Attachment B as reasonably requested by the Union. The City agrees that it will not argue or claim that such judgment should be applied prospectively only.

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ATTACHMENT C (Relating to Sick Leave)

All of the following are material terms of this Attachment C and if any provision contained herein is not accepted by the City, the City Council or the employee group, this entire Attachment C becomes null and void:

Section 3-4 (Continued)

C. Sick Leave Cash Out Formula (Continued)

1. Final Average Compensation and Sick Leave.

   a. The number of sick leave hours eligible to be cashed out and included in an employee's Final Average Compensation upon retirement will be limited to the number of sick leave hours in the employee's leave bank on July 1, 2012, provided all criteria are met as described in Subsection A of Section 3-4 of this MOU.

   b. Employees with less than 250 hours of accrued and unused sick leave on July 1, 2012, will not meet the minimum balance requirements for a sick leave cash out that can be included in their Final Average Compensation.

   c. The portion of accrued and unused sick leave that is not included in the Final Average Compensation upon retirement can be cashed out as a lump sum upon retirement, provided all criteria are met as described in Subsection A of Section 3-4 of this MOU.

2. The Parties agree that Paragraph C.1(a-c) of this Attachment C of this MOU shall not take effect, unless and until a final judgment, after all appeals are exhausted, has issued in the City's favor on all claims asserted by the Plaintiffs, as to the lawfulness of the practice described in Paragraph C.1(a-c), in the pending lawsuit, *Piccioli, et. al., v. City of Phoenix, et al*., Ariz. Super. Ct. Case No. CV2012-010330 ("*Piccioli*").

3. The Parties agree that nothing in either Paragraph C.1 (a-c) or this Attachment C of this MOU shall be construed to be a waiver of either the Union's or the City's claims or defenses in connection with the *Piccioli* lawsuit, including any of the City's arguments in defense of continuing its current practice under Administrative Regulation 2.441 or any of the Union's arguments that it never agreed to such changes in the MOU effective July 1, 2012 through June 30, 2014 or otherwise. The City agrees not to make any argument based on this Attachment C regarding waiver, estoppel, ratification, novation or any similar arguments based on this Attachment C. The City expressly agrees it waives any rights to argue and will not and may not argue, based on this Attachment C, in the *Piccioli* matter regarding the City's proposed implementation of the changes in Paragraph C.1(a-c), that the Union or Unit 3 employees agreed to the lawfulness of such changes including, without limitation, by asserting that the Union or employees agreed to the lawfulness of such

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change based on this Attachment C, the negotiations leading up to this Attachment C, the ratification of the MOU by the Unit 3 employees or based on any action or statements of the Union in relation to this Attachment C.

4. In the event a final judgment as described in Paragraph C.2. is issued, the Parties agree that the City may, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, take whatever administrative action is reasonably necessary to implement the practice described in Paragraph C.1(a-c) of this Attachment C, provided such action is consistent with the Court's final judgment. The City shall meet and confer with the Union about such administrative action before such action is taken and shall advise the Union first before advising any other Unit 3 employees about any administrative action regarding implementation of Paragraph C.1(a-c) that directly affects Unit 3 employees.

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ATTACHMENT D

GUIDELINES FOR ADMINISTRATION OF
COMPENSATORY TIME/CASH PAYMENT OF OVERTIME

The following understanding is intended to serve as guidelines for employees and supervisory and management personnel when administering the compensatory time provisions of this Memorandum of Understanding.

Subject to the limitations set forth herein, the following shall apply:

Employees shall have the choice of requesting either compensatory time or cash payment for overtime authorized and worked, if an overtime appropriation has been included in the department budget for the departmental work unit in which the employee works.

Employees will specify the type of payment (cash or compensatory time) at the time the overtime is worked.

An employee's choice of type of payment shall be subject to supervisory approval. Once agreement has been reached between the employee and the supervisor, the type of payment agreed upon shall be honored.

This understanding regarding employee choice shall not apply under the following circumstances:

Where no overtime appropriation has been included in the department budget for the work unit in which the employee works.

Where budgetary, staffing, or grant limitations have been placed on the authorization, use, disbursement or payment of such funds by the City Manager, Department Head or their designated representatives, or where the terms and conditions for the receipt and/or utilization of any federal, state, or local government grants impose such limitations.

The City will make reasonable efforts to notify the Union when changes in departmental overtime policies regarding the type of payment occur. Provided, however, that failure to notify the Union shall not prevent or prohibit the department from implementing such change.

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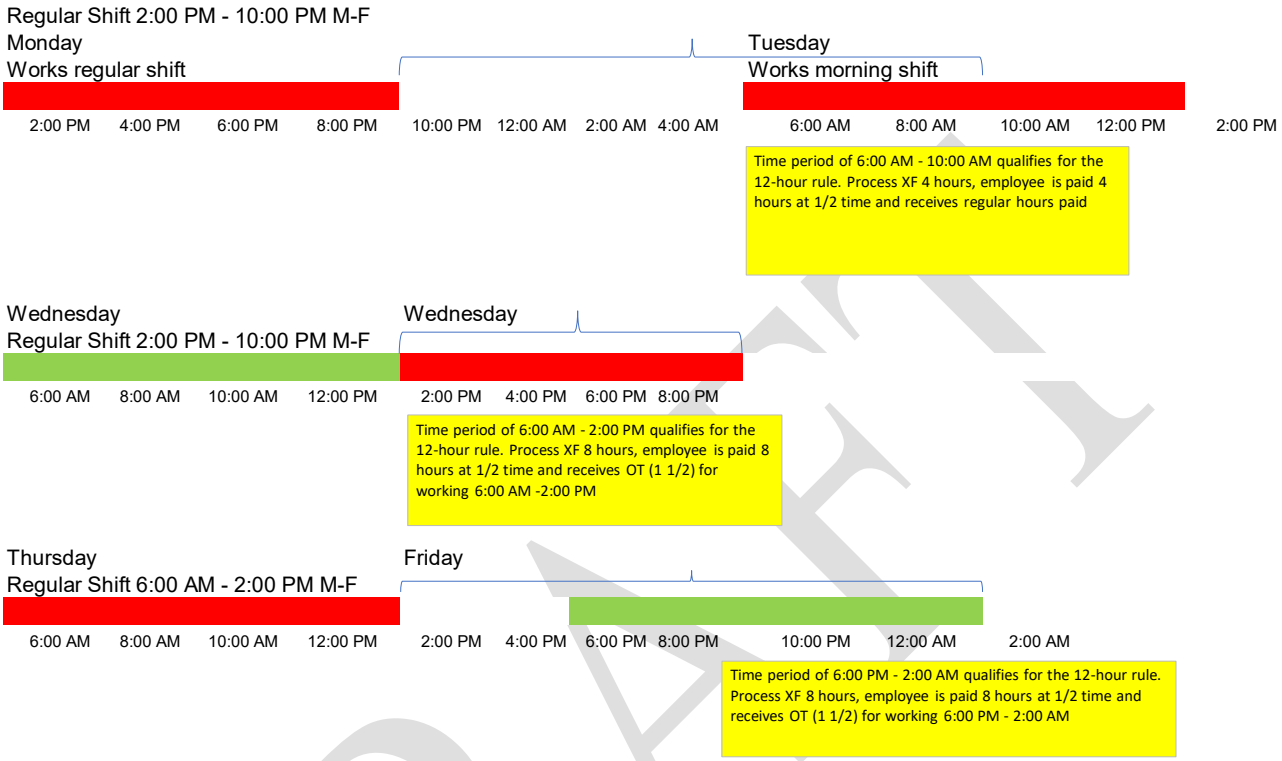
APPENDIX E

12-Hour Rule Examples



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