City of Phoenix

Agenda
City Council Formal Meeting

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

Wednesday, May 1, 2024 **2:30 PM** **phoenix.gov**

*****REVISED April 30, 2024*****
Item Requested to be Withdrawn: 49; Items Revised: 50, 99;
Items Requested to be Continued: 111-113

OPTIONS TO ACCESS THIS MEETING

Virtual Request to speak at a meeting:

- Register online *by visiting the City Council Meetings page on phoenix.gov* ***at least 2 hours 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=ed73510481cda508dc1dbfc807d56dd1a

- Register via telephone at 602-262-6001 **at least 2 hours 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.

In-Person Requests to speak at a meeting:

- Register in person at a kiosk located at the City Council Chambers, 200 W. Jefferson St., Phoenix, Arizona, 85003. Arrive **1 hour prior to the start of this meeting**. Depending on seating availability, residents will attend and speak from the Upper Chambers, Lower Chambers or City Hall location.

- Individuals should arrive early, 1 hour prior to the start of the meeting to submit an in-person request to speak before the item is called. After the item is called, requests to speak for that item will not be accepted.

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 2558 623 4734# (for English) or 2559 174 9156# (for Spanish). Press # again when prompted for attendee ID.

- Watch the meeting in-person from the Upper Chambers, Lower Chambers or City Hall depending on seating availability.

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-Members of the public may attend this meeting in person. Physical access to the meeting location will be available starting 1 hour prior to the meeting.

Para nuestros residentes de habla hispana:
- Para registrarse para hablar en español, llame al 602-262-6001 **al menos 2 horas 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 2559 174 9156#. 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 2559 174 9156#). Se proporciona interpretación simultánea para nuestros residentes durante todas las reuniones.

- Para asistir a la reunión en persona, vaya a las Cámaras del Concejo Municipal de Phoenix ubicadas en 200 W. Jefferson Street, Phoenix, AZ 85003. Llegue 1 hora antes del comienzo de la reunión. Si desea hablar, regístrese electrónicamente en uno de los quioscos, antes de que comience el tema. Una vez que se comience a discutir el tema, no se aceptarán nuevas solicitudes para hablar. Dependiendo de cuantos asientos haya disponibles, usted podría ser sentado en la parte superior de las cámaras, en el piso de abajo de las cámaras, o en el edificio municipal.

- Miembros del público pueden asistir a esta reunión en persona. El acceso físico al lugar de la reunión estará disponible comenzando una hora antes de la reunión.

CALL TO ORDER AND ROLL CALL

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105 **Amend City Code - Ordinance Adoption - Rezoning Application PHO-1-24--Z-29-20-6 - Southeast Corner of 44th Street and Calle Allegre (Ordinance G-7249)** District 6 - Page 565

106 **Amend City Code - Ordinance Adoption - Rezoning Application Z-SP-8-23-6 - Southeast Corner of 20th Street and Camelback Road (Ordinance G-7251)** District 6- Page 573

107 **Amend City Code - Ordinance Adoption - Rezoning Application Z-116-23-8 - Southwest Corner of 4th Avenue and Tonto Street (Ordinance G-7253)** District 8 - Page 579

108 **Amend City Code - Ordinance Adoption - Rezoning Application Z-103-23-8 - Approximately 355 Feet East and** District 8 - Page 585

340 Feet South of the Southeast Corner of 19th Avenue and Buckeye Road (Ordinance G-7252)

109 **Public Hearing and Resolution Adoption - General Plan Amendment GPA-CE-2-23-6 - Southwest Corner of 52nd Street and McDowell Road (Resolution 22195)** District 6 - Page 593

110 **Public Hearing and Ordinance Adoption - Rezoning Application Z-54-23-6 (52nd Street & McDowell PUD) - Southwest Corner of 52nd Street and McDowell Road (Ordinance G-7255)** District 6 - Page 612

*111 **Public Hearing and Resolution Adoption - General Plan Amendment GPA-LV-3-22-8 - Approximately 860 Feet South of the Southwest Corner of 51st Avenue and Carver Road (Resolution 22196)** District 8 - Page 656
*****REQUEST TO CONTINUE*****

*112 **Public Hearing and Ordinance Adoption - Rezoning Application Z-53-22-8 (Gila Foothills PUD) - Approximately 860 Feet South of the Southwest Corner of 51st Avenue and Carver Road (Ordinance G-7257)** District 8 - Page 697
*****REQUEST TO CONTINUE*****

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*****REQUEST TO CONTINUE*****

REPORTS FROM CITY MANAGER, COMMITTEES OR CITY OFFICIALS

000 CITIZEN COMMENTS

ADJOURN

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 1

For Approval or Correction, the Minutes of the Formal Meeting on Oct. 27, 2021

Summary

This item transmits the minutes of the Formal Meeting of Oct. 27, 2021, 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 Ginger Spencer and the City Clerk Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 2

For Approval or Correction, the Minutes of the Formal Meeting on Nov. 3, 2021

Summary

This item transmits the minutes of the Formal Meeting of Nov. 3, 2021, 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 Ginger Spencer and the City Clerk Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 3

For Approval or Correction, the Minutes of the Formal Meeting on Dec. 13, 2023

Summary

This item transmits the minutes of the Formal Meeting of Dec. 13, 2023, 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 Ginger Spencer and the City Clerk Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 4

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.

City of Phoenix

To: City Council **Date:** May 1, 2024

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:

Alhambra Village Planning Committee

I recommend the following for appointment:

John Owens
Mr. Owens is an Operations & Policy Advisor for the Governor of Arizona and a resident of District 5. He fills a vacancy for a partial term to expire November 19, 2024.

Historic Preservation Commission

I recommend the following for appointment:

Francesca Miller
Ms. Miller is the Vice President at Multistudio and a resident of District 6. She fills a vacancy for a term to expire May 1, 2027.

Human Services Commission

The Human Services Commission recommends the following for appointment as Vice Chair:

Dr. Cecilia Maes
Dr. Maes is the Superintendent of the Alhambra School District. She fills a term as Vice Chair to expire May 1, 2025.

Planning Commission

I recommend the following for appointment:

Julie Read

Ms. Read is the Chief Marketing Officer at Chick-fil-A Deer Valley and a member of the North Gateway Village Planning Committee. She replaces Lisa Perez for a term to expire May 1, 2028.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 5

Liquor License - El Amigos Market

Request for a liquor license. Arizona State License Application 281828.

Summary

Applicant
Akram Jabaieh, Agent

License Type
Series 10 - Beer and Wine Store

Location
8925 N. 43rd Ave.
Zoning Classification: C-1
Council District: 1

This request is for a new liquor license for a convenience store that does not sell gas. This location was previously licensed for liquor sales and does not have an interim permit. This location requires a Use Permit to allow package liquor sales and a variance to allow a drive-through window for alcohol sales.

The 60-day limit for processing this application is May 11, 2024.

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.

Imperial Market & Liquor (Series 9)
9429 N. Cave Creek Road, Phoenix
Calls for police service: 27
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 been in Business for 8 years, and I have never failed to I.D anyone and never sold to a minor I have also taken the course that is valid for 3 years on the sale of alcohol."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"The ability to have all product neighbor's want helps the community to not have to travel in cars polluting or walk to far to get what they need."

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
Attachment - El Amigo's Market - Data
Attachment - El Amigo's Market - Map

Responsible Department
This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

Liquor License Data: EL AMIGOS MARKET

Liquor License

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

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	64.2	57.11	60.82
Violent Crimes	12.31	11.99	10.08

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

Property Violation Data

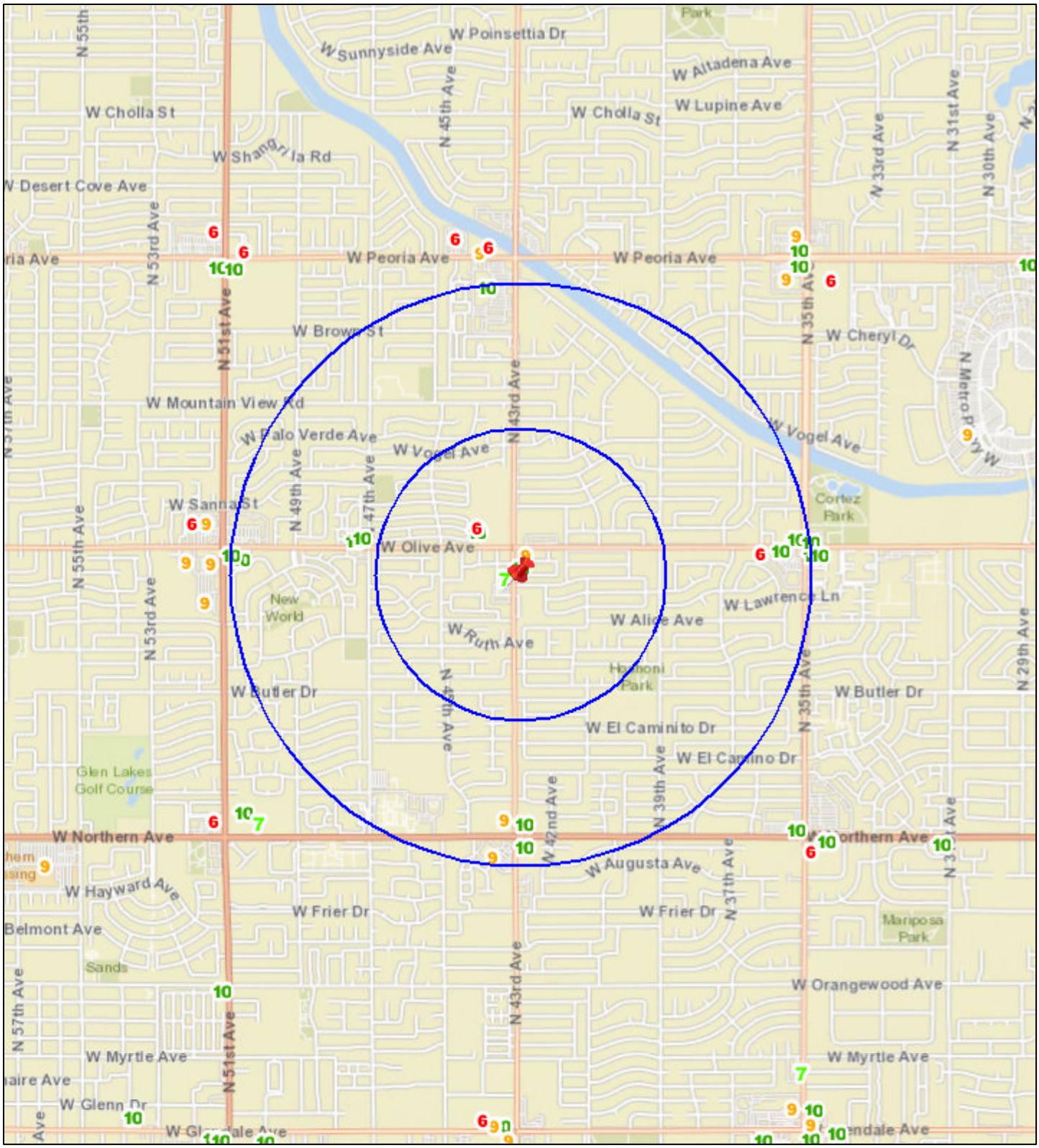
Description	Average	1/2 Mile Average
Parcels w/Violations	0	0
Total Violations	0	0

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
0923084	1154	85	7	39
0923091	1517	72	0	6
0923094	666	94	0	10
1042062	1557	65	6	34
1042063	998	92	7	3
1057011	1471	65	4	6
1057012	2012	87	15	6
1057021	2725	66	7	22
Average	0	61	13	19

Liquor License Map: EL AMIGOS MARKET

8925 N 43RD AVE



N

Date: 3/20/2024

0 0.2 0.4 0.8 1.2 1.6 mi

City Clerk Department

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 6

Liquor License - Edelweiss Biergarten

Request for a liquor license. Arizona State License Application 285106.

Summary

Applicant
Jeffrey Miller, Agent

License Type
Series 12 - Restaurant

Location
2625 E. Bell Road
Zoning Classification: C-2
Council District: 2

This request is for a new liquor license for a restaurant. 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 7, 2024.

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:
"We train all of our employees in responsible liquor service. We also 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:
"We would like the ability to serve our patrons of legal drinking age, an adult beverage with their meal if they choose to have one."

Staff Recommendation
Staff recommends approval of this application.

Attachments
Attachment - Edelweiss Biergarten - Data
Attachment - Edelweiss Biergarten - Map

Responsible Department
This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

Liquor License Data: EDELWEISS BIERGARTEN

Liquor License

Description	Series	1 Mile	1/2 Mile
Microbrewery	3	1	0
Bar	6	3	2
Beer and Wine Bar	7	2	2
Liquor Store	9	7	3
Beer and Wine Store	10	7	2
Restaurant	12	15	11

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	64.2	145.54	139.59
Violent Crimes	12.31	28.31	35.77

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

Property Violation Data

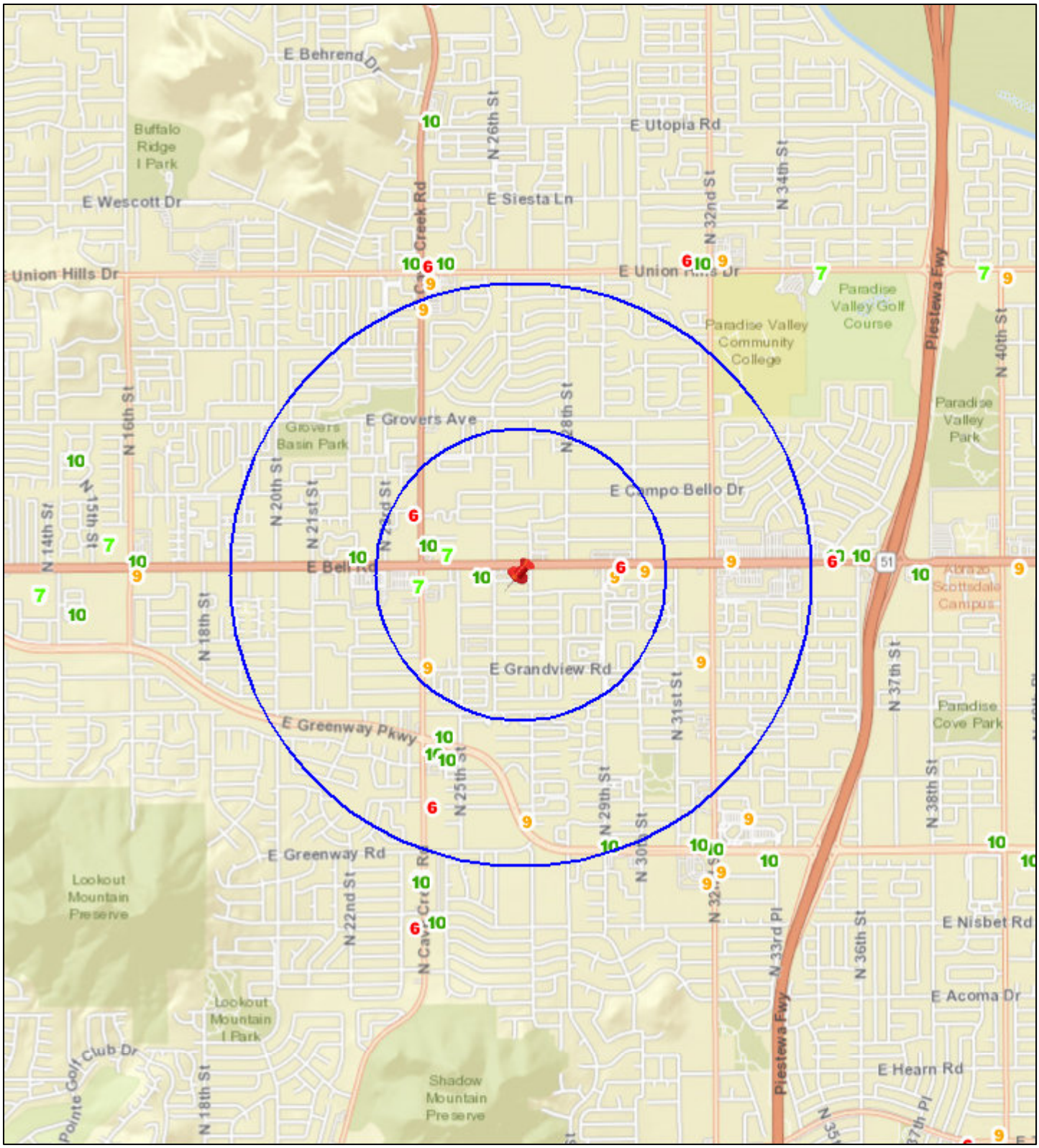
Description	Average	1/2 Mile Average
Parcels w/Violations	0	0
Total Violations	0	0

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1033041	1926	47	13	34
1033051	1180	47	29	35
1033052	2333	59	9	30
1033061	921	18	28	32
1033062	2272	17	22	37
1036063	2174	78	13	25
6194001	1068	54	32	9
6195003	2362	65	14	8
Average	0	61	13	19

Liquor License Map: EDELWEISS BIERGARTEN

2625 E BELL RD



N

Date: 3/21/2024

0 0.2 0.4 0.8 1.2 1.6 mi

City Clerk Department

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 7

Liquor License - Gamers Guild AZ

Request for a liquor license. Arizona State License Application 282412.

Summary

Applicant
Jakob Hunter, Agent

License Type
Series 12 - Restaurant with Growler Privileges

Location
1818 W. Bell Road, Ste. 115
Zoning Classification: C-2
Council District: 3

This request is for a new liquor license for restaurant with growler privileges. 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 2024.

The 60-day limit for processing this application is May 10, 2024.

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 cuttently hold Liquor Law Training Certifications (Managerial and Basic) through approved training systems which have been described by the State of Arizona's DLLC Board. This is in combination with years on the job expertise, as well as professional education through Northern Arizona University in the field of Hotel and Restaurant Management."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"Gamers Guild will serve as the largest hobby gaming (Board Games, TCGs, TTGs) in North America. With the ability to provide a safe, well informed / trained staff, and an inclusive environment through the Code of Conduct, Mission Statement, and Vision Statement that Gamers Guild Holds, our location will benefit the community through the economic redevelopment of a key area which the Phoenix City Council has identified for a need of business that supports the immediate local community."

Staff Recommendation
Staff recommends approval of this application.

Attachments
Attachment - Gamers Guild AZ - Data
Attachment - Gamers Guild AZ - Map

Responsible Department
This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

Liquor License Data: GAMERS GUILD AZ

Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	2	2
Beer and Wine Bar	7	2	1
Liquor Store	9	7	5
Beer and Wine Store	10	6	3
Restaurant	12	5	0
Club	14	1	1

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	64.2	189.06	488.32
Violent Crimes	12.31	26.22	50

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

Property Violation Data

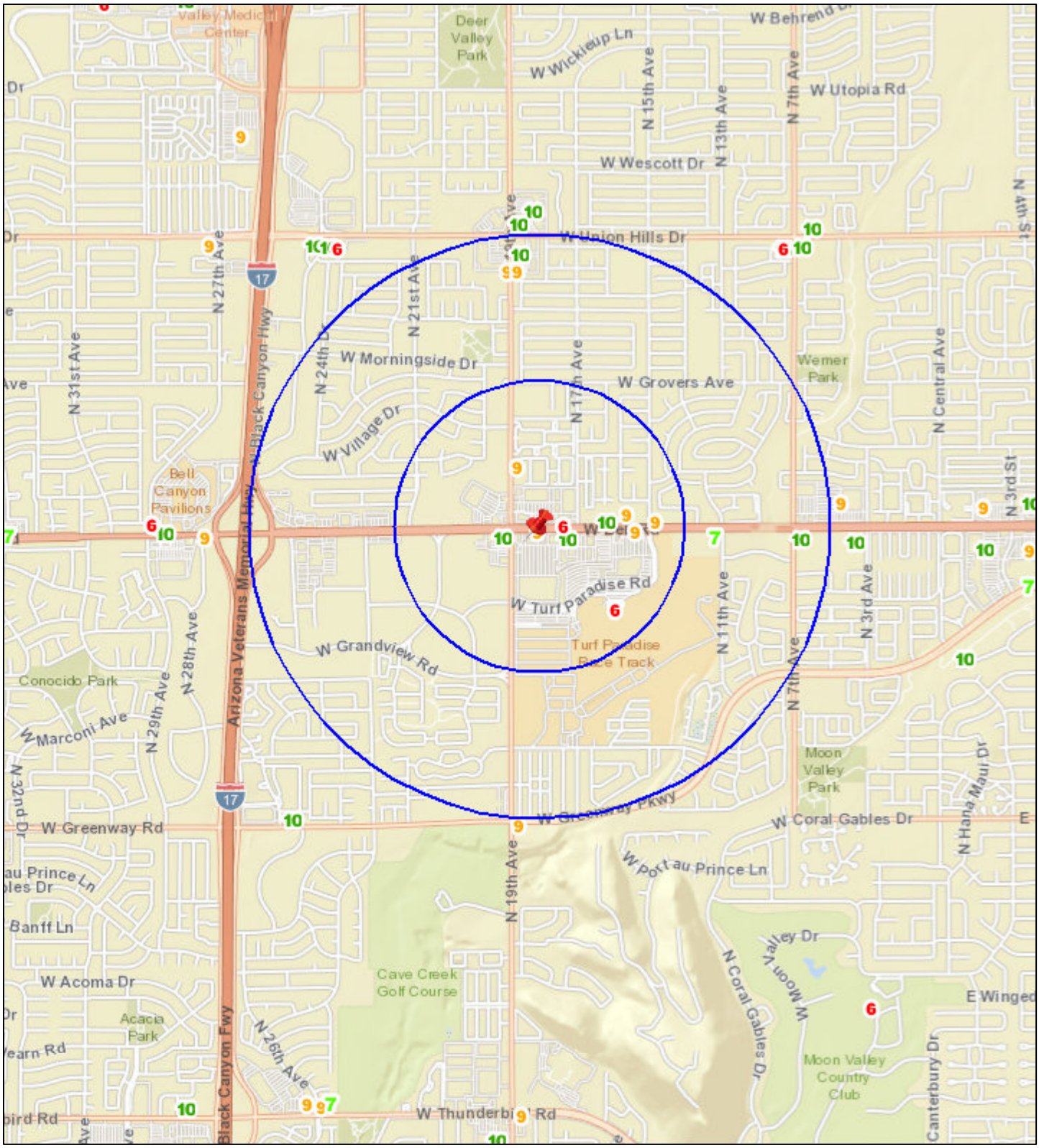
Description	Average	1/2 Mile Average
Parcels w/Violations	44	66
Total Violations	76	132

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1036041	2174	87	7	29
1036081	2434	69	11	7
6186002	1570	20	22	43
6186003	1177	89	11	24
6187002	1468	61	7	20
6188001	893	63	6	18
6188002	1160	0	35	11
6188004	1245	35	20	30
Average	0	61	13	19

Liquor License Map: GAMERS GUILD AZ

1818 W BELL RD



N

Date: 3/18/2024

0 0.2 0.4 0.8 1.2 1.6 mi

City Clerk Department

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 8

Liquor License - Zu Izakaya

Request for a liquor license. Arizona State License Application 286260.

Summary

Applicant
Ji Woong Kang, Agent

License Type
Series 12 - Restaurant

Location
12615 N. Tatum Blvd.
Zoning Classification: PSC
Council District: 3

This request is for a new liquor license for a restaurant. 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, 2024.

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.

BEI Express (Series 12)
2910 N. Hayden Road, Scottsdale
Calls for police service: N/A - not in Phoenix
Liquor license violations: None

Junn All You Can Eat Sushi (Series 12)
1320 E. Broadway Road, #101, Tempe
Calls for police service: N/A - not in Phoenix
Liquor license violations: None

Busan Mart (Series 10)
1310 E. Broadway Road, #101, 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:
"I have over 10 years of restaurant operating experience as a restaurant owner in the valley. As a restaurateur, I am confident operating the restaurants, and have the knowledge hiring and managing employees in Arizona. I have manager certification, and title 4 certificate as well. I also majored Supply chain management in ASU, and also majored Culinary Arts in Le Cordon Bleu."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"Issuing a liquor license to the long-standing Japanese restaurant at 12615 N. Tatum Blvd will enhance the dinning experience for patrons, support the continuation of a business has contributed to the local community for over 40 years, and stimulate economic benefits. A liquor license will allow the restaurant to offer a complete dining experience by pairing traditional Japanese cuisine with appropriate alcoholic

beverages, thereby attracting more customers and revenue.”

Staff Recommendation
Staff recommends approval of this application.

Attachments
Attachment - Zu Izakaya - Data
Attachment - Zu Izakaya - Map

Responsible Department
This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

Liquor License Data: ZU IZAKAYA

Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	2	1
Liquor Store	9	4	3
Beer and Wine Store	10	5	2
Hotel	11	1	0
Restaurant	12	23	20

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	64.2	99.44	129.61
Violent Crimes	12.31	7.43	10.4

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

Property Violation Data

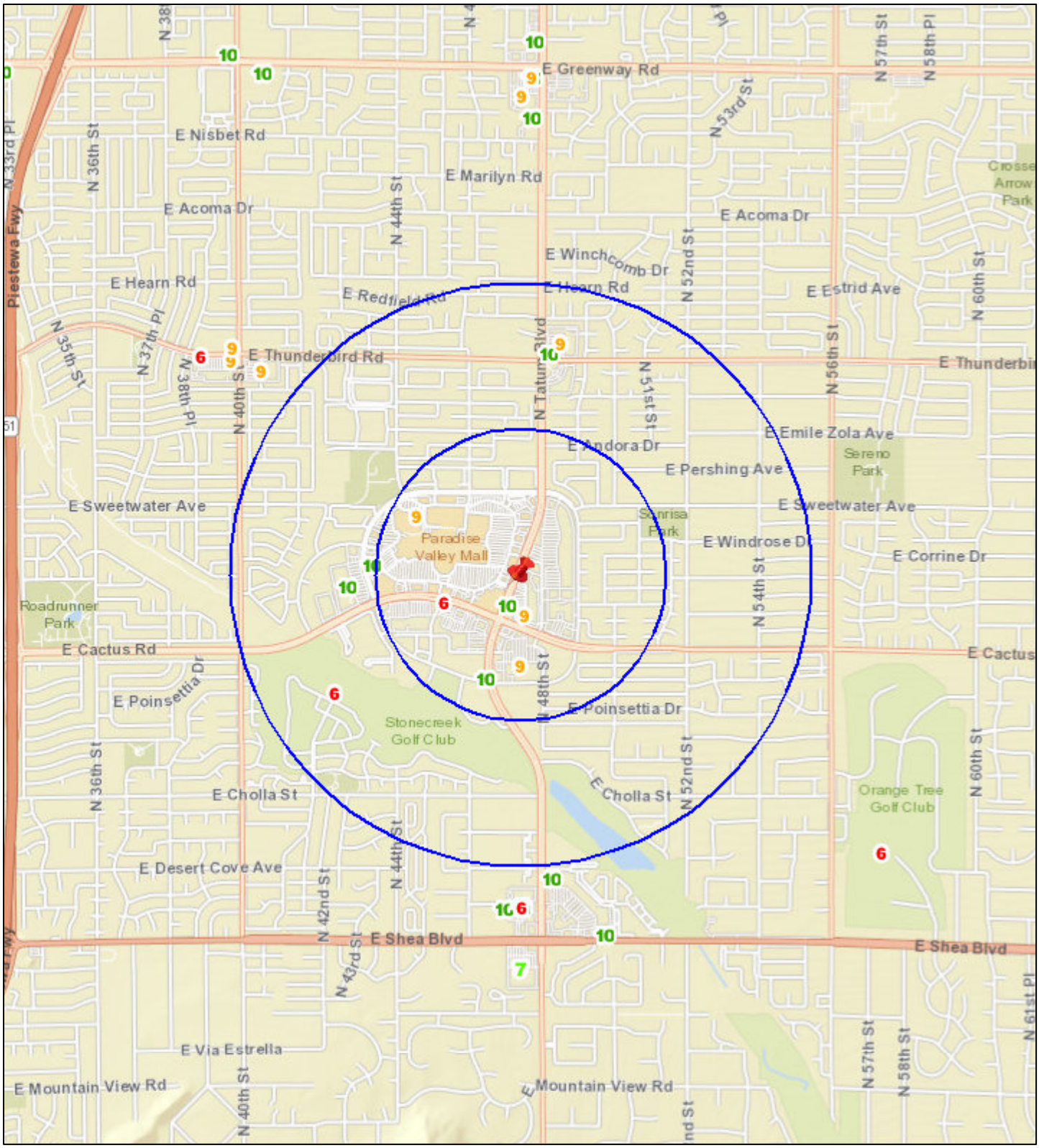
Description	Average	1/2 Mile Average
Parcels w/Violations	0	0
Total Violations	0	0

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1032051	1834	100	6	0
1032052	1192	82	0	16
1032082	1548	38	36	18
1032091	804	74	0	24
1032101	872	20	20	12
1032102	1681	32	14	19
1032105	468	0	19	22
1032106	886	23	22	7
Average	0	61	13	19

Liquor License Map: ZU IZAKAYA

12615 N TATUM BLVD



N

Date: 3/21/2024

0 0.2 0.4 0.8 1.2 1.6 mi

City Clerk Department

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 9

Liquor License - Special Event - Laveen Youth FC (May 23, 2024)

Request for a Series 15 - Special Event liquor license for the temporary sale of all liquors.

Summary

Applicant
Donny Zamora

Location
4344 W. Indian School Road, Ste. 100
Council District: 5

Function
Concert/Dance

Date(s) - Time(s) / Expected Attendance
May 23, 2024 - 7 p.m. to 2 a.m. / 700 attendees

Staff Recommendation
Staff recommends approval of this application.

Responsible Department

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 10

Liquor License - Special Event - Laveen Youth FC (June 1, 2024)

Request for a Series 15 - Special Event liquor license for the temporary sale of all liquors.

Summary

Applicant
Donny Zamora

Location
4344 W. Indian School Road, Ste. 100
Council District: 5

Function
Concert/Dance

Date(s) - Time(s) / Expected Attendance
June 1, 2024 - 8 p.m. to 2 a.m / 700 attendees

Staff Recommendation
Staff recommends approval of this application.

Responsible Department

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 11

Liquor License - Special Event - Laveen Youth FC (Sept. 13, 2024)

Request for a Series 15 - Special Event liquor license for the temporary sale of all liquors.

Summary

Applicant
Donny Zamora

Location
4344 W. Indian School Road, Ste. 100
Council District: 5

Function
Concert/Dance

Date(s) - Time(s) / Expected Attendance
Sept. 13, 2024 - 8 p.m. to 2 a.m. / 700 attendees

Staff Recommendation
Staff recommends approval of this application.

Responsible Department

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 12

Liquor License - Special Event - GLSEN, Inc.

Request for a Series 15 - Special Event liquor license for the temporary sale of all liquors.

Summary

Applicant
Genevieve Benham

Location
1101 N. Central Ave.
Council District: 7

Function
Dance

Date(s) - Time(s) / Expected Attendance
May 18, 2024 - 7:30 p.m. to 11 p.m. / 250 attendees

Staff Recommendation
Staff recommends approval of this application.

Responsible Department

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 13

Liquor License - Dwntwn The Grand

Request for a liquor license. Arizona State License Application 282357.

Summary

Applicant
Joshua Goldberg, Agent

License Type
Series 6 - Bar

Location
702-708 N. Central Ave.
Zoning Classification: DTC - Downtown Gateway
Council District: 7

This request is for an acquisition of control of an existing liquor license for a bar. This location is currently licensed for liquor sales.

The 60-day limit for processing this application is May 15, 2024.

Pursuant to A.R.S. 4-203, consideration may be given only to the applicant's personal qualifications.

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 hold and have furnished both my Title 4 Management and Title 4 Certificates to the liquor board. Furthermore I've been the owner operator of multiple successful profitable businesses for 13 years. I've held a bonded and insured KB-2 contractors license for 2 years, which gives me the experience and work ethic to continue the success of this established business. I have the leadership skills to maintain ethical business practices with high standards of professionalism that this type of business requires for the safety of its patrons and its surrounding community.”

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.

Responsible Department
This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 14

Liquor License - Dog Haus Biergarten

Request for a liquor license. Arizona State License Application 283810.

Summary

Applicant
Andrea Ott, Agent

License Type
Series 12 - Restaurant with Growler Privileges

Location
1 E. Washington St., #120
Zoning Classification: DTC - Business Core
Council District: 7

This request is for a new liquor license for a restaurant with growler privileges. 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 11, 2024.

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.

Dog Haus (Series 12 with Growler Privileges)
2780 W. Chandler Blvd., #8, Chandler
Calls for police service: N/A - not in Phoenix
Liquor license violations: None

Dog Haus (Series 12 with Growler Privileges)
2224 E. Williams Field Road, #107, Gilbert
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:
" I have several decades of restaurant management experience and own two other Dog Haus Biergarten locations here in the Phoenix metro area with nearly identical operational plans. I am educated on the laws surrounding alcohol service and continually remain vigilant and compliant."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
" The restaurant will prove to extremely desirable to the public providing fresh, healthy, high-quality quick serve eatery. High quality ingredients with 100% all natural, vegetarian-fed, hormone- and antibiotic-free, never-ever meat. "Dog Haus has been deeply committed to creating food that not only tastes phenomenal and is highly enjoyable, but allows our guests to have peace of mind about its uncompromisable quality."

Staff Recommendation
Staff recommends approval of this application.

Attachments
Attachment -Dog Haus Biergarten - Data
Attachment -Dog Haus Biergarten - Map

Responsible Department
This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

Liquor License Data: DOG HAUS BIERGARTEN

Liquor License

Description	Series	1 Mile	1/2 Mile
Producer	1	1	1
Microbrewery	3	2	1
Wholesaler	4	1	0
Government	5	7	4
Bar	6	48	32
Beer and Wine Bar	7	12	6
Liquor Store	9	4	2
Beer and Wine Store	10	16	1
Hotel	11	8	7
Restaurant	12	109	53
Club	14	3	0

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	64.2	248.35	310.29
Violent Crimes	12.31	70.56	69.63

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

Property Violation Data

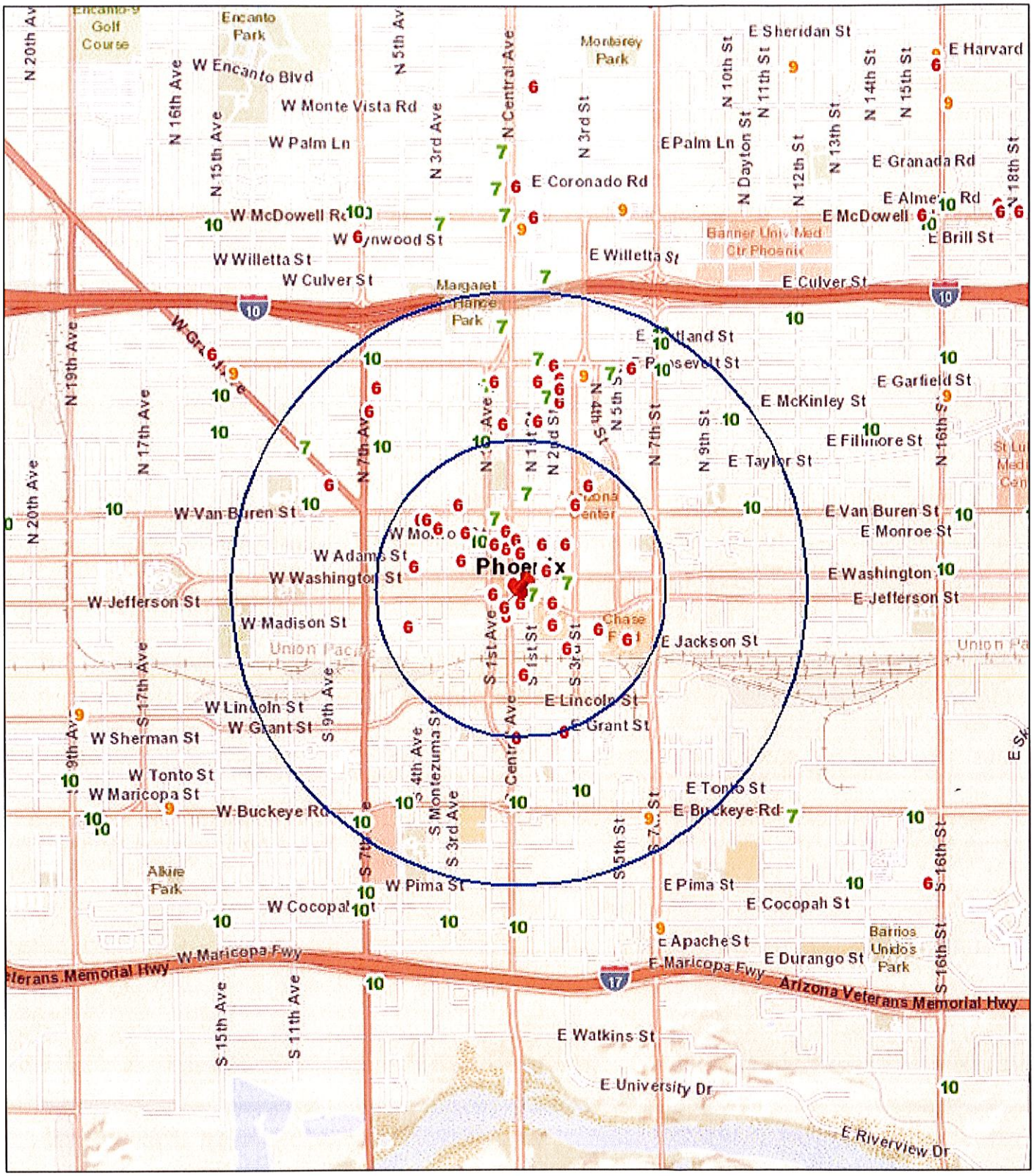
Description	Average	1/2 Mile Average
Parcels w/Violations	0	0
Total Violations	0	0

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1131001	1015	7	8	28
1131002	1242	3	7	33
1140001	1831	25	20	47
1141001	2299	16	37	44
1142001	1321	36	22	50
Average	0	61	13	19

Liquor License Map: DOG HAUS BIERGARTEN

1 E WASHINGTON ST



N

Date: 4/16/2024

0 0.2 0.4 0.8 1.2 1.6 mi

City Clerk Department

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 15

Liquor License - Fast Stop & Go

Request for a liquor license. Arizona State License Application 286619.

Summary

Applicant
Simon Isaac, Agent

License Type
Series 10 - Beer and Wine Store

Location
709 W. Southern Ave.
Zoning Classification: C-1
Council District: 7

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 11, 2024.

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.

One Stop Market and Service Center (Series 9)
6702 W. Indian School Road, Phoenix
Calls for police service: 88
Liquor license violations: None

Paradise Liquor Mini Mart (Series 9 with Sampling Privileges)
722 W Southern Ave., Phoenix
Calls for police service: 14
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:
"All employees will undergo training in the 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:
"thiis location is currently licensed with a non-transferable license. The application is for a replacement license. The issuance of the license will serve the public convenience and the best interest of the community because it will permit the on-going sale of liquor to the customers of the business who desire to purchase it."

Staff Recommendation
Staff recommends approval of this application.

Attachments
Attachment - Fast Stop & Go - Data
Attachment - Fast Stop & Go - Map

Responsible Department

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

Liquor License Data: FAST STOP & GO

Liquor License

Description	Series	1 Mile	1/2 Mile
Wholesaler	4	1	0
Bar	6	1	0
Beer and Wine Bar	7	2	0
Liquor Store	9	7	2
Beer and Wine Store	10	16	2
Restaurant	12	7	0

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	64.2	199.52	192.88
Violent Crimes	12.31	40.71	47.55

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

Property Violation Data

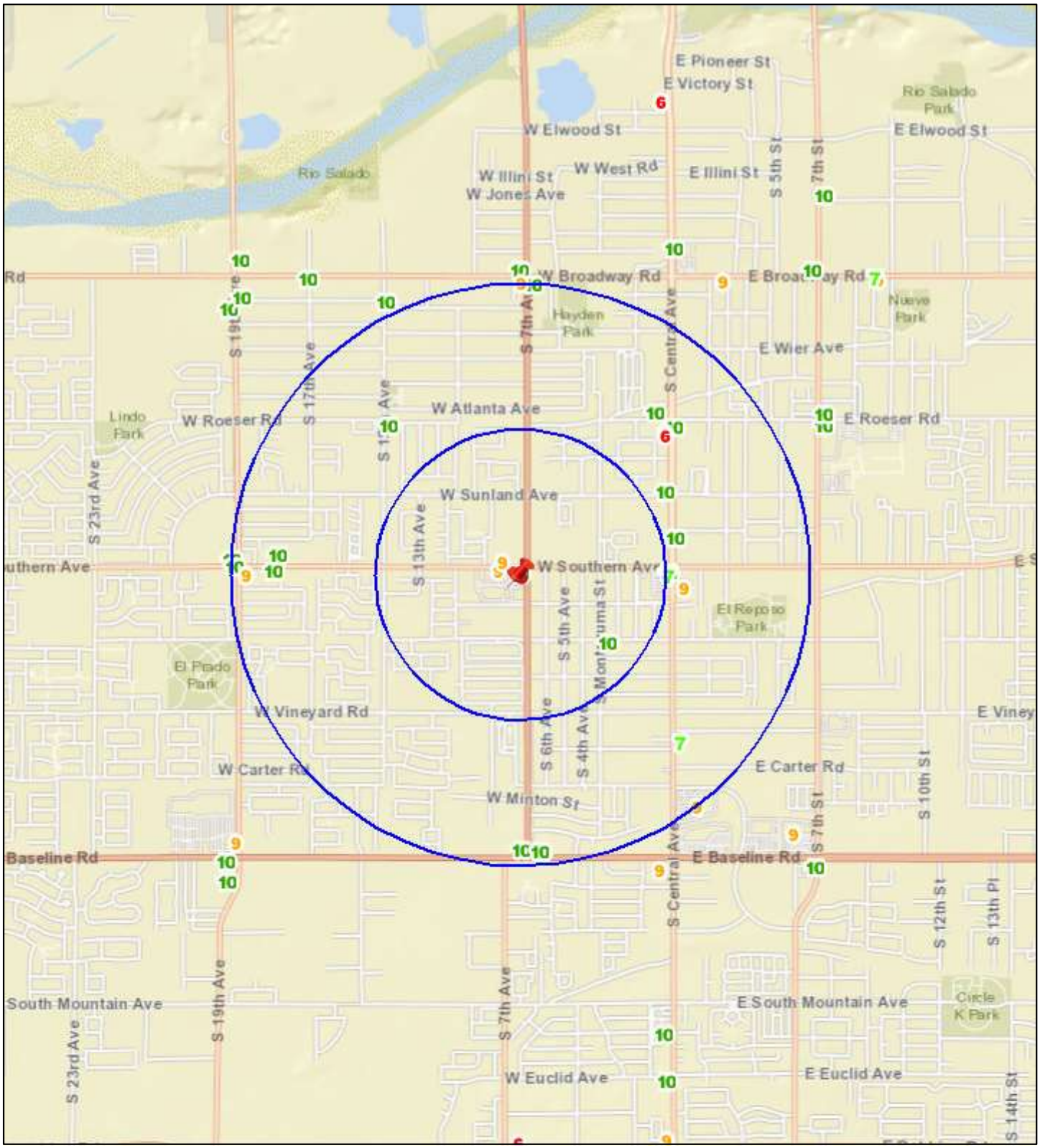
Description	Average	1/2 Mile Average
Parcels w/Violations	44	99
Total Violations	76	164

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1157001	2689	65	7	23
1157003	2039	51	20	33
1158022	1536	47	17	24
1165001	1778	66	2	27
1165002	1487	84	7	31
1166021	4695	66	10	35
1166022	3218	73	6	10
Average	0	61	13	19

Liquor License Map: FAST STOP & GO

709 W SOUTHERN AVE



N

Date: 3/18/2024

0 0.2 0.4 0.8 1.2 1.6 mi

City Clerk Department

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 16

Liquor License - Native Grill & Wings

Request for a liquor license. Arizona State License Application 286920.

Summary

Applicant
Jared Repinski, Agent

License Type
Series 12 - Restaurant

Location
5020 W. Baseline Road, Ste. 123
Zoning Classification: C-2
Council District: 7

This request is for a new liquor license for a restaurant. 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 12, 2024.

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.

Native Grill & Wings (Series 12)
21164 N. John Wayne Parkway, Maricopa
Calls for police service: N/A - not in Phoenix
Liquor license violations: None

Native Grill & Wings (Series 12)
8225 N. Courtney Page Way, Marana
Calls for police service: N/A - Not in Phoenix
Liquor license violations: None

Native Grill & Wings (Series 12)
5030 E. Ray Road, #5, Phoenix
Calls for police service: 12
Liquor license violations: None

Native Grill & Wings (Series 12)
1339 E. Chandler Blvd., #101, 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 been representing liquor licensed establishments in Arizona for over 15 years."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"Tourism plays an important role in our local economy and liquor licensed establishments (the sale of alcohol) is a very important aspect of tourism. Therefore, if the City of Phoenix continues to lead the State of Arizona by approving quality and diverse businesses (restaurants, bars, microbreweries, distilleries, hotels, resorts, golf

courses, special events, convenience/liquor/grocery stores & gas stations) similar to this proposed liquor licensed business, all businesses will prosper."

Staff Recommendation
Staff recommends approval of this application.

Attachments
Attachment - Native Grill & Wings - Data
Attachment - Native Grill & Wings - Map

Responsible Department
This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

Liquor License Data: NATIVE GRILL & WINGS

Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	1	0
Beer and Wine Bar	7	2	2
Liquor Store	9	3	3
Beer and Wine Store	10	11	5
Restaurant	12	8	8

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	64.2	97.05	217.83
Violent Crimes	12.31	22.74	49.57

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

Property Violation Data

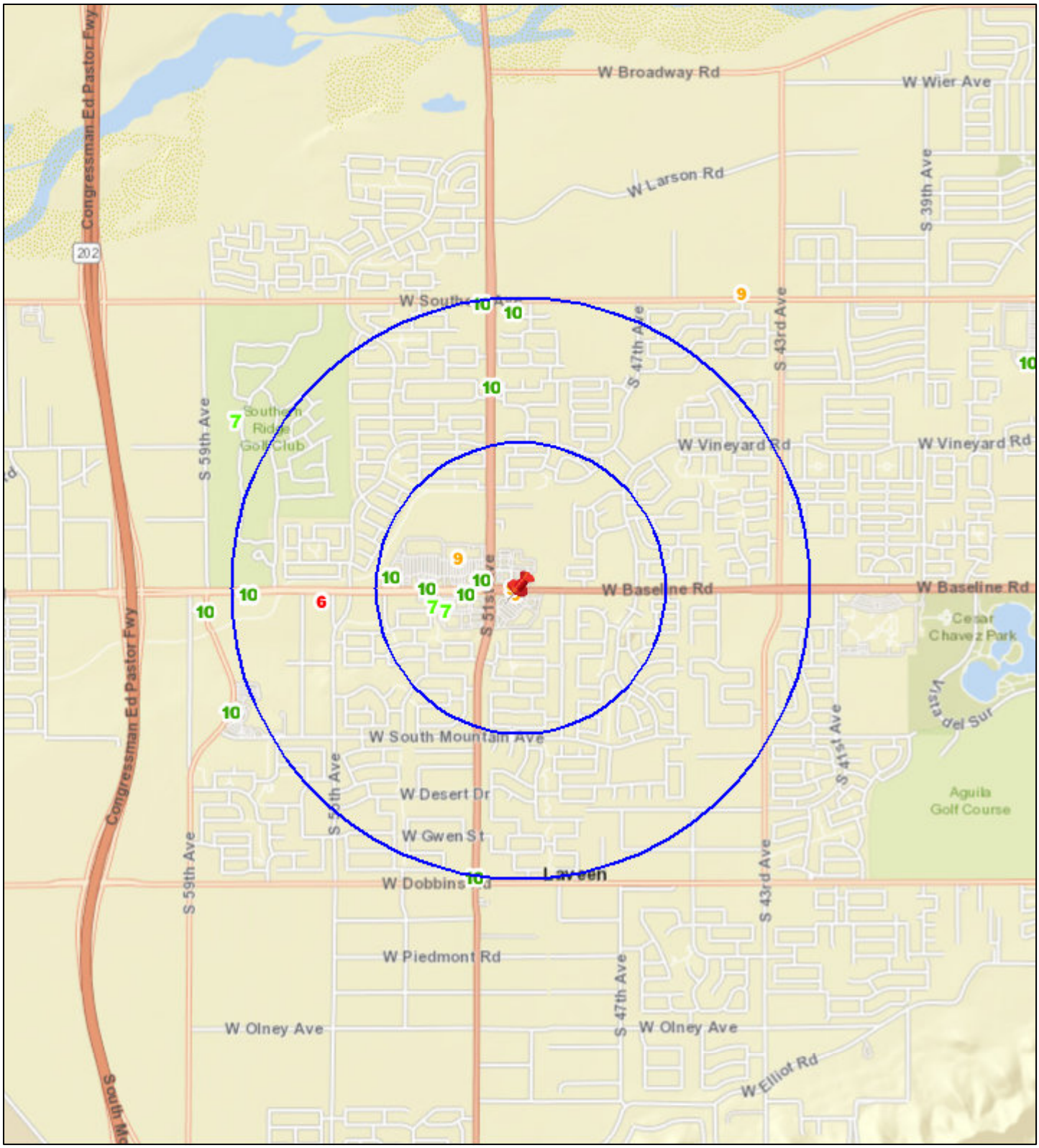
Description	Average	1/2 Mile Average
Parcels w/Violations	0	0
Total Violations	0	0

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1166042	1043	40	18	33
1166051	2194	82	12	2
1166052	2536	82	22	11
1166091	1542	72	9	7
1166102	2562	77	5	19
Average	0	61	13	19

Liquor License Map: NATIVE GRILL & WINGS

5020 W BASELINE RD



N

Date: 4/22/2024

0 0.2 0.4 0.8 1.2 1.6 mi

City Clerk Department

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 17

Liquor License - The Salty Oar Tiki Bar

Request for a liquor license. Arizona State License Application 278551.

Summary

Applicant
Camila Alarcon, Agent

License Type
Series 6 - Bar

Location
1014 N. 2nd St.
Zoning Classification: DTC - Evans Churchill West
Council District: 7

This request is for an ownership and location transfer of a liquor license for a bar. This location was previously licensed for liquor sales with a Series 12 - Restaurant, liquor license and does not have an interim permit. This location requires a use permit to allow a bar. This business is currently being remodeled with plans to open in August 2024.

The 60-day limit for processing this application is May 12, 2024.

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:
"Applicant has responsibly operated numerous retail premises with liquor licenses throughout Arizona, including two others that are currently in operation in Phoenix. Consistent with past operations, managers an staff will receive regular and comprehensive training to ensure compliance with Arizona's alcohol laws."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"This business will add to the already vibrant and popular community on Roosevelt Row and downtown district, and a liquor license is necessary in order for the business to prosper."

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
Attachment - The Salty Oar Tiki Bar - Data
Attachment - The Salty Oar Tiki Bar - Map

Responsible Department
This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

Liquor License Data: THE SALTY OAR TIKI BAR

Liquor License

Description	Series	1 Mile	1/2 Mile
Producer	1	1	0
Microbrewery	3	4	1
Government	5	7	5
Bar	6	48	13
Beer and Wine Bar	7	17	8
Liquor Store	9	5	2
Beer and Wine Store	10	15	5
Hotel	11	8	3
Restaurant	12	122	54
Club	14	2	0

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	64.2	263.29	412.63
Violent Crimes	12.31	57.48	78.34

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

Property Violation Data

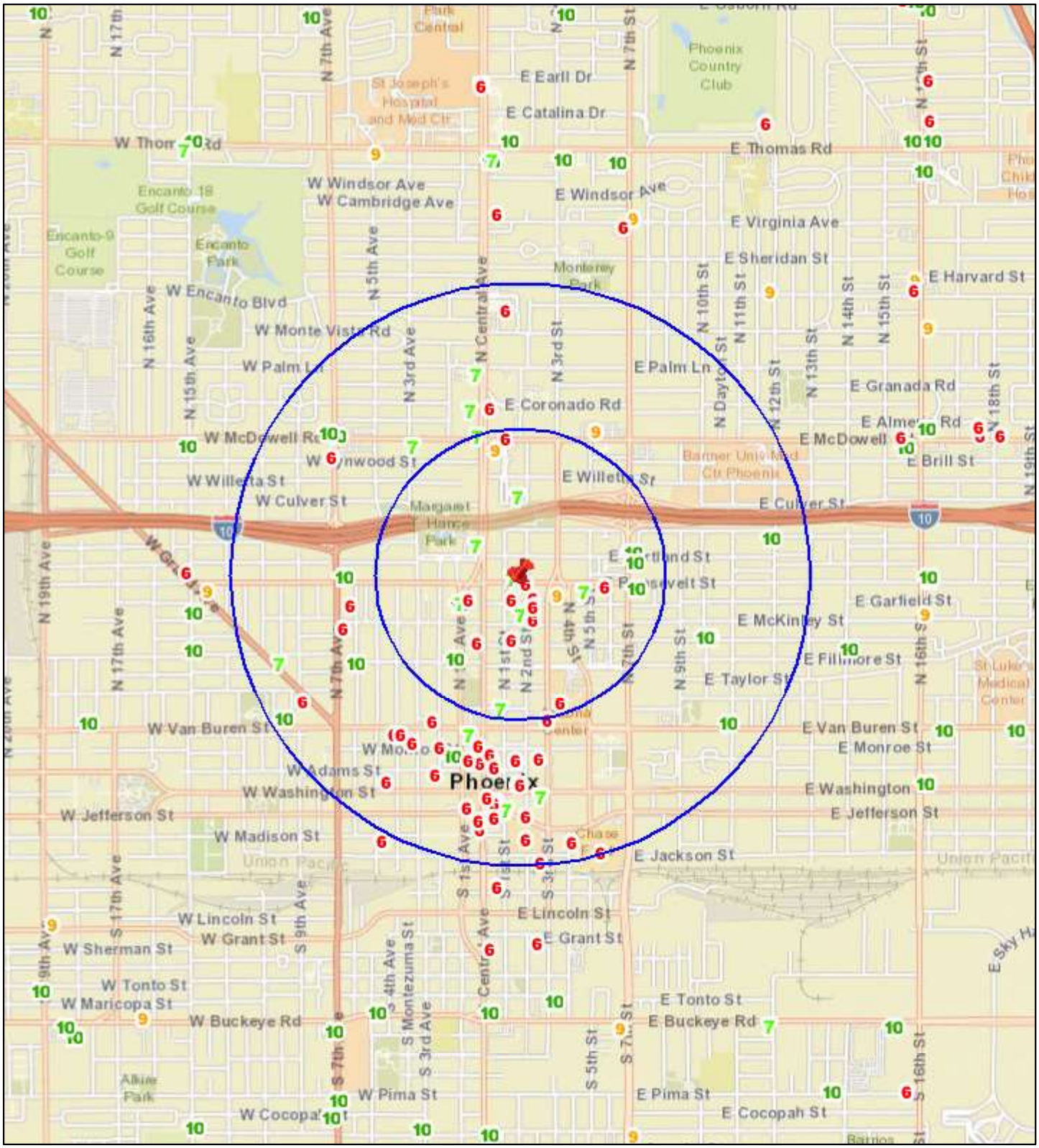
Description	Average	1/2 Mile Average
Parcels w/Violations	0	0
Total Violations	0	0

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1118002	1030	67	9	17
1118004	671	62	6	6
1130001	1218	23	16	11
1130002	873	29	21	38
1131001	1015	7	8	28
1131002	1242	3	7	33
1132021	731	33	20	74
1132022	1257	47	29	55
1132031	1473	30	20	57
1132032	638	28	7	70
Average	0	61	13	19

Liquor License Map: THE SALTY OAR TIKI BAR

1014 N 2ND ST



N

Date: 4/17/2024

0 0.2 0.4 0.8 1.2 1.6 mi

City Clerk Department

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 18

Liquor License - Dollar General Store #25371

Request for a liquor license. Arizona State License Application 273174.

Summary

Applicant
Chad Hawkins, Agent

License Type
Series 10 - Beer and Wine Store

Location
2650 W. Glendale Ave.
Zoning Classification: C-2
Council District: 5

This request is for a new liquor license for a convenience store. 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, 2024.

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
Three letters protesting the issuance of this license have been received and are on file in the Office of the City Clerk. The letters are from the Glen Canyon Vista Neighborhood Association, Ocotillo Glen Neighborhood Association, and North Glen Square Neighborhood Association. They feel that there have been numerous issues on this property related to trespassing, failure to maintain a crime-free parking lot, and general promotion of criminality on the site. They also feel that the liquor license would negatively impact their neighborhood and that there are sufficient locations in the area that are already licensed for liquor sales.

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:
"Dollar General holds over 11,000 alcohol licenses nationwide, requires in-depth computer-based training videos and tests for sales associates prior to ringing up alcohol sales."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:
"Dollar General's policy is to card every customer each time a liquor or tobacco purchase is made. The register software requires the cashier to type the customer's birth date into the register and blocks the sale if the customer is not of legal age."

Staff Recommendation
Staff recommends disapproval of this application based on a Police department recommendation for disapproval and neighborhood protest. The Police Department disapproval is based on the applicant's errors and omissions on the state and city questionnaires; multiple code enforcement violations at the location; issues with insufficient staffing at the business; multiple calls for service at the location, including calls for violent incidents; and sufficient number of other liquor licensed establishments in the area. The applicant has not demonstrated the capability, qualifications and reliability to hold and control a liquor license, nor that the best interest of the community will be substantially served by the issuance of this license.

Attachments
Attachment - Dollar General Store #25371 - Data
Attachment - Dollar General Store #25371 - Map

Attachment - Dollar General Store #25371 - Police Recommendation

Responsible Department

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

Liquor License Data: DOLLAR GENERAL STORE #25371

Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	2	1
Liquor Store	9	1	1
Beer and Wine Store	10	10	5
Restaurant	12	3	1

Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	64.2	206.42	223.03
Violent Crimes	12.31	58.78	69.1

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

Property Violation Data

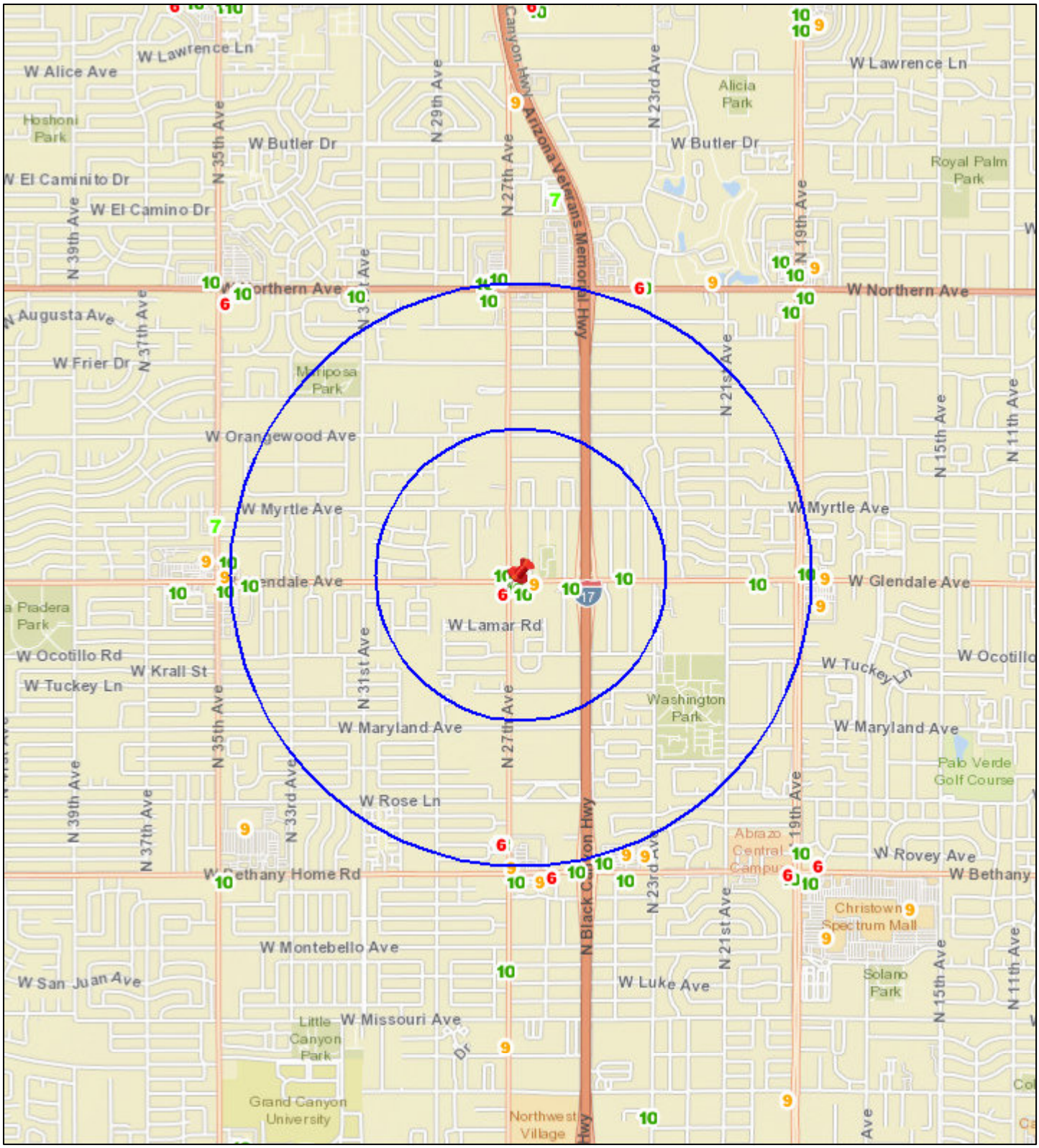
Description	Average	1/2 Mile Average
Parcels w/Violations	0	0
Total Violations	0	0

Census 2010 Data 1/2 Mile Radius

BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1059003	1609	59	5	25
1060011	1487	31	17	50
1060032	1673	52	15	25
1068011	1652	2	12	52
1068012	1670	5	28	55
1068021	1099	60	0	9
1069001	1043	81	11	4
Average	0	61	13	19

Liquor License Map: DOLLAR GENERAL STORE #25371

2650 W GLENDALE AVE



N

Date: 3/22/2024

0 0.2 0.4 0.8 1.2 1.6 mi

City Clerk Department

LIQUOR LICENSE DISAPPROVAL FORM

Police Department Liquor License Disapproval Recommendation

Application Information

Business Name	**Dollar General #25371**	**District**	**5**
Business Location	**2650 W. Glendale Avenue**		
Applicant Names	**Chad Hawkins**	**Series Type**	**10**

The Police Department recommends disapproval of this liquor license application for the following reasons:

Dollar General #25371 controlling person Mr. Chad Hawkins, in accordance with Arizona Revised Statute 4-203.A is not capable, qualified and reliable to own and operate a Series 10 liquor license. This decision was made due to multiple concerns discovered during the investigation. These include, errors found on the State Questionnaire and City Questionnaire, code violations through the Neighborhood Services Department due to blight issues, inconsistencies between the interview with the applicant, Mr. Hawkins, and the store manager, Ms. DeJesus, calls for service at the location, and the saturation of liquor licenses in the area.

State Questionnaire

THE APPLICATION WAS FALSIFIED IN THE FOLLOWING MANNER:

A.R.S. 4-210.A.3 states "*The licensee or controlling person knowingly files with the department an application or other document that contains material information that is false or misleading...*"

On the State Questionnaire, Chad Hawkins is listed on the liquor application as the agent for Dollar General #25371. Initially, before the interview was conducted during the preliminary investigation, Officer Chester observed obvious errors on the State Questionnaire. The State Questionnaire consists of questions regarding the applicant's biographical information. Most of this was left blank, and only limited information was provided.

Furthermore, on question #12, Mr. Hawkins answered "YES" as the controlling person who would be physically present and managing the day-to-day operation of the licensed premises. However, during Officer Chester's interview with Mr. Hawkins on March 29, 2024, he stated that while he lives locally, he is the District Manager and responsible for many other Dollar General locations in the area. He said he is required to check on the store every 45 days but he usually stops in approximately once every two weeks to meet with the store manager, Claire DeJesus. Mr. Hawkins stated Ms. DeJesus is involved in the day-to-day operation of the establishment including hiring and firing of employees as well as other managerial responsibilities. It should be noted, Claire DeJesus was not listed as a manager for the liquor license, despite the confirmation from Mr. Hawkins that she was in fact the manager at the store. Furthermore, as Officer Chester continued to interview him regarding questions related to the State Questionnaire, Mr. Hawkins said he would be honest, and indicated he did not fill out the State Questionnaire. He stated his company filled it out and told him to apply for the liquor license.

City Questionnaire

In addition to the errors on the State Questionnaire, there were also errors on the City Questionnaire:

Question #8 on the City Questionnaire states "Please list all persons having any ownership interest in the business, or in the profits of the business. This includes persons with less than a 10% interest." This should never be left blank, but on Mr. Hawkins City Questionnaire, he listed "N/A" in the response section.

LIQUOR LICENSE DISAPPROVAL FORM

Police Department Liquor License Disapproval Recommendation

Application Information

Business Name	**Dollar General #25371**	**District**	**5**
Business Location	**2650 W. Glendale Avenue**		
Applicant Names	**Chad Hawkins**	**Series Type**	**10**

Question #9 on the City Questionnaire states "How much was paid for the business? Please include all start-up costs, including the cost of the liquor license". This question also should not be blank, as everyone has to pay something, even if it's just fees. Mr. Hawkins also wrote "N/A' as a response.

The lack of knowledge Mr. Hawkins has regarding this application for a liquor license poses concern for his ability to successfully manage a liquor license at this establishment.

Code Enforcement Violations Observed

On April 4, 2024, Officer Chester drove to the Dollar General store, located at 2650 W. Glendale Avenue, to meet with Claire DeJesus, the store manager. It should be noted, when Officer Chester arrived at the location, there were debris and trash scattered throughout the property and the parking lot. Upon inquiring with Neighborhood Services Department (NSD) it was determined Dollar General has caused blight conditions at this location in the City of Phoenix, due to failure to control trash and graffiti. They were given a citation by NSD (case PEF2022-42287) in March 2021 (citation # 2194919). Due to additional blight concerns observed by Officer Chester, NSD was advised and a new case was initiated. (PEF 2024-13981). These blight conditions encourage unhoused people to camp next to and at their locations. This is evidenced by the calls for service from March 3, 2023 to March 3, 2024. In this timeframe 80 calls for service were placed for individuals trespassing on the property.

Interview With Store Manager

Once inside the establishment, Officer Chester met with Ms. DeJesus, who indicated she has been a manger there since the inception of the store on 3/3/2024. She outright stated she does not want the store to start selling liquor and indicated it would be a "headache". When Officer Chester asked why, Ms. DeJesus stated she is going to have more problems than she has now with theft and shoplifting. According to the diagram provided in the liquor application, Dollar General indicated they will have alcohol right near the front door, with no point of sale in between the front door and the alcohol. Officer Chester asked if they had security to help mitigate this issue, and Ms. DeJesus replied "no".

With regard to their staff, Ms. DeJesus stated that there are 4 managers and 3 sales associates employed at this location. However, due to budgeting issues, the store only wants one person to be working at the store at a time. Ms. DeJesus said despite what corporate says, for safety reasons, she does not feel comfortable with that so always makes sure there is two people working at a time. She also indicated some of her employees have told her they will quit if they get a liquor license due to the issues a liquor license will bring to the store. Officer Chester asked Ms. DeJesus how often she meets with Mr. Hawkins. Ms. DeJesus said she would see him today because "corporate is out", but before today, she has not seen him for 63 days. She further indicated he does not come in every two weeks or even 45 days for that matter. When Officer Chester asked if Mr. Hawkins had possibly been in the store and met with another manager, she said that she was the only manager he spoke with, so he would not have come in at another time without her knowing about it.

Calls For Service

A record check of the calls for service at this location was completed for a one year timespan from the inception of the store on March 3, 2023 to March 3, 2024. Within that time frame there have

LIQUOR LICENSE DISAPPROVAL FORM

Police Department Liquor License Disapproval Recommendation

Application Information

Business Name	**Dollar General #25371**	**District**	**5**
Business Location	**2650 W. Glendale Avenue**		
Applicant Names	**Chad Hawkins**	**Series Type**	**10**

been 217 calls for service, 37 incident reports, and 10 arrests made. Of these calls, four of them are violent in nature indicating an act of violence occurred on the property. Two of these four notable incidents are listed below:

2024-96247, 1/20/2024, Assault report completed where the store manager, Ms. DeJesus was assaulted. She asked an individual to leave the premises and was then assaulted by him when he hit her on the arm and spit on her.

2024-273094, 2/23/2024, Strong Armed Robbery occurred on the premise. An elderly gentleman in a wheelchair was on the premises and was approached by two individuals who prevented him from leaving, robbing him of personal items and then leaving him.

Sufficient Other Liquor Licenses to Meet Need and Convenience

The public convenience and the best interest of the community would not be served by the issuance of this liquor license. The applicant is currently running a Dollar General where a majority of the store is dedicated to low-cost items including non-alcoholic beverages, snacks, household items and other similar types of merchandise. Four businesses near the Dollar General currently hold liquor licenses and sell alcohol/liquor/wine.

7/11 Gas Station, 2651 W Glendale Ave < 200 ft
Circle K, 2702 W Glendale Ave < 275 ft
La Consentida, 2647 W Glendale Ave < 360 ft
Ain't Nicks Tavern, 6840 N 27th Ave < 380 feet

Due to the aforementioned factors and the fact that the applicant Mr. Chad Hawkins failed to submit the city questionnaire in time for the Police Department to conduct the requisite complete review, he is not capable, qualified, or reliable to own and operate a liquor license within the City of Phoenix.

This recommendation for disapproval is submitted by: Officer S. Chester 10641

SIGNATURES	
Administrative Licensing Investigator	**I. Alonge A4289**
Liquor Enforcement Detail Supervisor	**Sgt. M. Walter 8360**

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 19

City of Goodyear - Annual Water Utility Payment

For $355,225 in payment authority to the City of Goodyear, for Phoenix Goodyear Airport's (GYR) annual water utility charges, as provided in the GYR's annual operating budget for the Aviation Department. The GYR is located in the City of Goodyear and is required to pay for the monthly water utilities received from the City of Goodyear. The airport will be billed by the City of Goodyear for all water and sewer charges, including the tenants' portion. Goodyear Airport will charge back to its tenants monthly for each tenant's responsible portion of the utility payments.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 20

City of Buckeye

For $874,000 in payment authority for Contract 100744 to continue the operation of the City of Phoenix landfill within the City of Buckeye, for the Public Works Department. Payment of royalties is based on 7.5 percent of the gate revenue generated from solid waste received at each transfer station and disposed of at the State Route (SR) 85 Landfill in Buckeye. The Intergovernmental Agreement requires Phoenix to reimburse Buckeye for its solid waste collection and disposal fees paid on behalf of the prison adjacent to the SR85 Landfill.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 21

United States Environmental Protection Agency

For $150,000 in payment authority to the United States Environmental Protection Agency (EPA) for oversight of the 19th Avenue Landfill for the Public Works Department. The payment request is necessary for the City to pay costs to the EPA for compliance review and site inspections for the annual regulatory oversight process and five-year review.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 22

Arizona Department of Environmental Quality

For $811,000 in payment authority for annual payment of regulatory fees for the Public Works Department. The City operates and maintains one open landfill, five closed landfills and two transfer stations that must meet regulatory requirements as mandated by the Arizona Department of Environmental Quality (ADEQ). ADEQ requires the City to pay several routine fees including but not limited to landfill and transfer station registration fees, quarterly landfill fees, storm water permit fees, superfund program oversight fees, aquifer protection permit administration fees, underground storage tank fees, and financial assurance fees.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 23

Gabriel Roeder Smith & Company Contract 155166

For $80,000 in additional payment authority on Contract 155166 for actuarial services for the Finance Department. The services are required to determine asset and liabilities for other post-employment benefits and compensated absences as required by Government Accounting Standards and other special studies as needed.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 24

Settlement of Claim(s) Royal v. City of Phoenix

To make payment of up to $250,000 in settlement of claim(s) in *Royal v. City of Phoenix*, CV2023-008200, 22-0651-001, GL, BI, for the Finance Department pursuant to Phoenix City Code Chapter 42. This is a settlement of a claim involving the Parks and Recreation Department that occurred on July 17, 2022.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 25

Settlement of Claim(s) Collins v. City of Phoenix

To make payment of up to $275,000 in settlement of claim(s) in *Collins v. City of Phoenix*, CV2023-015830, 22-0847-002, AU, BI, for the Finance Department pursuant to Phoenix City Code Chapter 42. This is a settlement of a claim involving the Water Services Department that occurred on Feb. 9, 2023.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 26

Public Comment on Proposed MOU Between City of Phoenix and Laborers' International Union of North America, LIUNA Local 777 (Unit 1)

Request for City Council to receive public comment on the terms of the proposed Memorandum of Understanding (MOU) (**Attachment A**) with the Laborers' International Union of North America, LIUNA Local 777 (Unit 1).

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 Assistant City Manager Lori Bays and the Human Resources Department.

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

2024 – 2026

BETWEEN

LABORERS' INTERNATIONAL UNION

OF NORTH AMERICA,

LOCAL 777, AFL-CIO

AND

CITY OF PHOENIX

REPRESENTING FIELD UNIT I EMPLOYEES

DRAFT

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DRAFT

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 except as expressly and lawfully modified herein; and

Whereas the parties agree that the Phoenix Employment Relations Board (PERB) 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 I; and

Whereas it is understood by the parties that any hours or fractions of hours spent outside the employee's work shift in pursuit of rights and benefits provided by this Memorandum, shall not be counted as hours or time worked for the purpose of calculating and paying overtime;

Now therefore, the City of Phoenix, hereinafter referred to as the "City" and Laborers’ International Union of North America, Local 777, 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 the body resolve to adopt its terms.

DRAFT

ARTICLE 1: RIGHTS

Section 1-1. Purpose

It is the purpose of this Memorandum of Understanding (hereinafter "MOU") to continue and maintain harmonious relations, cooperation and understanding between the City and its employees; and to set forth the full and entire understanding of the parties reached as a result of good faith meeting and conferring regarding wages, hours, terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to the Mayor and City Council.

Section 1-2. Recognition

The City of Phoenix recognizes Laborers' International Union of North America, Local 777, AFL-CIO, (hereinafter "Union") as the sole and exclusive meet and confer agent pursuant to the Meet and Confer Ordinance for all regular employees in positions as certified or hereafter certified by the Phoenix Employment Relations Board (PERB) as constituting Field Unit I. This includes the following positions in Unit I:

All regular full-time and part-time field employees employed by the following City of Phoenix Departments: (1) City Clerk – Mail Room, (2) Human Services – Laborers, (3) Parks & Recreation – Division Operations, Sports and Turf Management, Specialized Maintenance, and Aquatics Division, (4) Public Works – Solid Waste Collections and Disposal Divisions, Landfill Operations and Transfer Stations, and (**5**) Street Transportation – Street Maintenance Division, Sign Manufacturing, Street Marking and Parking Meter Sections.

Whenever any words used herein in the masculine, feminine or neuter, they shall be construed as though they were also used in another gender in all cases where they would so apply.

The City will notify the Union, in writing, 30 calendar days in advance before any new position or classification is placed permanently within Unit 1. The parties agree to consult on the inclusion or exclusion of new classification(s) in Unit I and will thereafter refer any such matter to PERB for appropriate action.

If any conflict exists between the language in the Administrative Regulations or employment/department rule and the language of this MOU, the MOU shall prevail.

DRAFT

Section 1-3. City and Department Rights

A. The Union recognizes that the City has and will continue to retain, whether exercised or not, the sole and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects except as expressly modified by this MOU.

B. 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 MOU, 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 MOU 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 **(examples include, but are not limited to, At-Home Administrative Work Assignments, pending return-to work drug test, non-paid leave status, etc.)**, 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 the Meet and Confer Ordinance.

Section 1-4: Union Rights

A. No employee shall suffer reprisal for the exercise of rights granted by this MOU.

B. Union Release

The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The City and LIUNA Local 777 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 unit employees during administrative investigations and

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grievance/disciplinary appeal meetings with management; participating in collaborative labor-management initiatives that benefit the City and the unit employees; serving on City and departmental task forces and committees; facilitating effective communication between City and Department management and unit employees; assisting unit employees in understanding and following work rules; and administering the provisions of the Memorandum of Understanding. The cost to the City for these release positions, including all benefits, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits.

1. Full-Time Release Positions

   Three (3) persons designated as official full-time release Union representative for the unit shall be allowed up to 2,080 work hours for each representative per MOU year to engage in lawful Union activities pursuant to and consistent with this MOU. The full-time release positions agree to be bound by all City rules and regulations. Time used for this purpose in excess of 2,080 hours for each representative shall be at the expense of the Union and the Union shall reimburse the City at the employee's hourly rate of pay. The City will pay the employee's full-time fringe benefits.

   The Union shall notify Labor Relations and the appropriate Human Resources Liaison 5 working days in advance when requesting release time for the above official designated Union representatives.

   The Union will submit quarterly reports to the Labor Relations Division documenting the regular work schedules of the release positions and any leave used during the quarter.

   Upon return from full-time release, the official Union representative shall be reinstated to their original location/yard and schedule. If the previous location **is** no longer available, then the employee will have their choice of location/yard and schedule based on availability and operational need as determined by the department. Once at the location/yard the employee will, if applicable, receive an available assignment of route, truck and partner. They will then have an opportunity to participate in the next future transfer process in accordance with the department’s transfer policy. In addition, any approved leave time the employee had scheduled prior to their return to their department shall be honored by the department.

   The City will provide 3 parking cards to the Union.

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2. Union Stewards

The Union may designate 45 Union members as stewards and shall notify the Labor Relations Administrator of such designations. There shall be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations. Such designations shall be made from amongst Union members regularly working at the job sites within the proximate geographic area where they are intended to provide representation. The Union shall endeavor to be equitable in the distribution of its stewards.

a) One such representative from the Grievant's home department may, after the Grievant and the supervisor were unable to resolve the matter informally (Article 2, Section 2-1-A), when the Union is designated by a Grievant as his representative, attend mutually scheduled grievance meetings and hearings with department representatives without loss of pay or benefits. Paid release time used for any other purpose, such as gathering information, interviewing the grievant or witnesses, or preparing a presentation shall be charged against the bank of Union release hours (Section 1-4 D).

b) City employees who are on duty and are, either witnesses, charging parties, appellants or grievants and the shop steward representing any such employee from the employee's home department, may attend grievance, Civil Service, Phoenix Employment Relations Board (P.E.R.B.) and department Accident Review Board 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 or the grievance meeting concluded, unless they have made other arrangements in advance with their immediate supervisors 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 grievant representatives to attend the proceeding. These do not have to be the same group grievant representative for each step or meeting of the entire proceeding. As a matter of courtesy, employees will give management as much notice as possible.

c) Union designated representatives shall be admitted to the buildings and grounds of the City for the purpose of assisting in the adjustment of grievances

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and other official Union business, so long as such will not, in any manner, 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 with the operational and safety regulations and procedures as directed by the supervisor.

3. Bank of Union Release Hours

The Union will be allowed, subject to operational and scheduling factors and 4 working days advance request in each instance, a unit total of 4,287.25 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. The cost to the City for these release hours, including fringe, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits. Examples of how these hours are used by the Union include:

- For Executive Board members to attend meetings of the Executive Board, meetings of the general membership, and for preparation for negotiations.
- For stewards to provide representation when a steward from the employee's home department or a full-time release employee is unavailable.
- For a second representative to attend a grievance or investigative meeting.
- For authorized representatives to attend Union conferences, meetings, seminars, training classes and workshops so that representatives better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation.
- For authorized representatives to research and prepare for grievance meetings and disciplinary hearings.
- For authorized representatives to educate and communicate with unit employees in support of City policies and programs, and participate in City partnerships.

Only one representative may be released from the same work group at the same time. No representative will be permitted to use more than 420 hours of release time from the bank of hours in any one MOU year.

Any hours used in excess of the bank of Union release hours must be approved by the Labor Relations Administrator and the LIUNA Local 777 Lead Business Manager. 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

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following year. A surplus of hours will be carried over into the next year to a maximum total Union release of 7500 hours.

a) The Union shall be allowed up to $20,000 per MOU year to be used towards LIUNA Local 777-City of Phoenix Apprenticeship Programs to purchase training materials, uniforms, promotional outreach materials, instructional activities such as schools and workshops, and any other activity approved by the Human Resources Director or his/her designee for Unit employees approved to participate in the Apprenticeship Programs. These monies are to be paid to the Union in one lump sum in the first pay period of each MOU year. The Union will document the nature of the expenditures made for each Unit employee approved to participate in the Apprenticeship Programs. The City Auditor Department may conduct an audit of the funds designated for the Apprenticeship Programs periodically. Any payments not adequately supported by the documentation of expenses, or payments made for activities outside the scope of this agreement, will be returned to the City by the Union.

   At the end of each fiscal year, any money not expended on the Apprenticeship Programs will be carried over to the next year for continued use in these programs. The funds set aside for the Apprenticeship Programs will not exceed $30,000 and the City and the Union will discuss appropriate measures to ensure the Union receives the appropriate economic value.

b) In recognition of the mutual benefit provided to the City and the Union by the full-time release positions, the City agrees to pay the Lead Business Agent of the Unit **208** overtime hours each MOU year. The two full time Union Representatives will be paid 80 hours overtime each MOU year. **The Union will submit a written request to redeem the hours to the Labor Relations Division no later than July 1 of each MOU year for remittance with the second paycheck in August**.

   The Union agrees to reimburse the City of Phoenix for the equivalent salary costs plus fringe benefits on or before the last day of July each MOU year.

C. Unit employees may be authorized in advance in writing to engage in lawful Union related activities during City work hours on a non-paid basis by the City Manager or his designee in his unrestricted discretion consistent with this MOU.

D. There shall be no use of official time for unit-related activities except as has been expressly authorized under this MOU. The City reserves the right to deny approval of

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request for use of official time for activities not expressly authorized under this MOU. The City shall not arbitrarily deny requests for use of official time for union activities.

E. Payroll Deductions

1) The City shall deduct from the first and second pay warrants of Union members, in each month, the regular periodic Union membership dues as certified by an authorized official of the Union and regular periodic Union sponsored insurance benefits 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 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 deductions shall be made only when the Union member's earnings for a pay period are sufficient after other legally required deductions are made. Authorization for membership dues deductions herein 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, consistent with the PERB Ordinance Section 2-214.

   If it is determined by a final decision by a court of competent jurisdiction that “Fair Share” does not violate Arizona State law or the Arizona State Constitution, the Union and City shall open up this contract to bargain in good faith over the “Fair Share” issue.

2) 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 MOU.

3) The City assumes no liability on account of any actions taken pursuant to this section. The City shall, 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. This charge shall not apply to submission of new individual authorization cards or revocations or individual status changes.

F. Facilities and Services

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1) **Union Materials**

The Union may distribute material which is not abusive of any person or organization, which does not violate Administrative Regulation (A.R.) 2.16, and which is not disruptive of the City's operation. Materials may be posted or distributed on the City's premises (buildings and grounds) before and after scheduled working hours or in non-work areas during scheduled work hours provided both the employee distributing and the employee receiving such material are on their own time.

2) **Bulletin Boards**

The City shall provide the Union with bulletin board space for its sole and exclusive use in communicating with its members at mutually agreeable locations. All bulletin boards will be kept updated with material that is current and up to date.

3) **New Employee Orientation (NEO)**

The Union shall have the right to meet with new unit employees for the purpose of informing each such employee of the Union and of that employee's right to have Union dues deducted from his/her pay warrant. The Human Resources Department will notify the Union when orientation sessions involving new unit employees are scheduled.

Such opportunity shall be afforded the Union during the new employee orientation (NEO) sessions conducted by the Human Resources Department, Public Works Department Orientation Program (PWOP), and Parks & Recreation Department New Employee Orientation (Parks & Recreation NEO), Streets Transportation Department New Employee Orientation (Streets Transportation NEO), Aviation Department New Employee Orientation (Aviation NEO).

The speaker cannot be defamatory against the City or specific departments or individuals.

G. List of Unit Employees

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 employees 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 monthly list of employees added that month to Unit 1.

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Any and all information furnished by the City shall be used by the Union solely for the purpose of communicating with unit employees, other legitimate union purposes, and shall not be shared with any other individual or organization.

H. **Information Requests**

Upon written request from the Union, the City will provide specific information from an employee's personnel files pertinent to a written grievance, arbitration case or civil service appeal. The City will also provide all pertinent collective bargaining information requested by the Union. The information will be supplied to the Union at no charge.

I. **Interview Panel**

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.

J. **Labor Management**

For a unit employee whose regular shift is other than day shift, there will be flexibility in changing his, her or their normal work hours for the purposes of attending official Labor-Management meetings called by or with the concurrence of the Department Head or designee. There shall be a 48-hour notice to the affected Department to ensure proper coverage.

K. City Email

The City shall send union-requested communication using the City Email System using the following procedures:

<u>Processing Guidelines</u>

- Requests for email distribution must be submitted by the LIUNA Local 777 Business Manager or their designee from the labor group to the Labor Relations email address (labor.relations@phoenix.gov).
- Labor Relations will review the email content to ensure compliance with the guidelines noted below.
- Labor Relations will distribute compliant emails to unit members within 5 business days.
- A limit of one email per month, per labor group will be distributed. Exceptions will be reviewed by Labor Relations.
- Emails will only be distributed to the corresponding unit members.
- Emails will be sent to unit members via blind copy.

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- The standard City notice not to reply will be included on all emails.

Email Content Guidelines

The following is a list of acceptable types of communication. This is not an all-inclusive list:

- Labor benefit fairs/ meet-and-greets.
- Union Open House's.
- City program/policy changes.
- Open Enrollment.
- Promoting City/union-sponsored training, committees, safety programs or initiatives.
- City/union/association-sponsored charitable events or community projects.

Other Guidelines/Information

- Communication cannot violate City policies.
- Communication cannot reflect negatively on the City organization, City staff, elected officials, or residents.
- Communication cannot negatively Impact our residents' perception of the City.
- All distributed emails are subject to the City's public records policy (reference AR 1.60, Public Records Request Processing).
- Changes may be made to these procedures at any time.
- Changes will be communicated with labor groups prior to implementation.

Section 1-5. Rights of Unit Employees

A. Non-Discrimination

All unit employees 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.

B. Grievance Representation

All unit employees have the right to present their own grievance, in person or by legal counsel in accordance with Article 2, Section 2-1. A copy of all MOU grievances, filed

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by anyone other than a designated official Union representative, shall be sent to the Union office. There shall be no cost incurred to the Union.

C. Disciplinary Investigations / NOI Representation

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 immediately 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.

Time limit for investigations

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

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

   A. Prior to the employee being interviewed, the employee shall be advised of their right to a representative and given up to 48 hours to secure representation. The 48-hour time period may not apply in emergency situations.
   B. A unit employee identified solely as a witness will not be prevented from contacting the union on their own time to consult with a union representative prior to their interview.

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

III. 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.

IV. The member or representative may ask for a caucus during the meeting. Caucuses will be granted for a reasonable timeframe. At any time either party requests a caucus the party shall inform the other party of an estimate of what time they shall return.

V. 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

VI. Neither party will behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.

VII. Prior to the conclusion of the meeting, the member or representative shall have the opportunity to make a closing statement for no more than 5 minutes.

VIII. 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.

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IX. 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.

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

I. 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 employee's clergy, the investigator, or chain-of-command.

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

III. 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)].

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

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

G. Misc.

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.

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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.

D. Personnel Files

1) Any unit employee covered hereunder shall, at their request and by appointment, be permitted to examine their personnel files in the presence of an appropriate supervisory official of the Department and/or authorize a Union representative to obtain copies of documents in their personnel files. Said files shall be in a location as specified below, one per location. These include the main Human Resources Department file, the department personnel file, and the official department office personnel file contained at the district or yard office.

2) No unit employee shall have any adverse statements entered in to their personnel file without having a discussion about the action.

3) Unit employee may, at their discretion, attach no more than a 1-page rebuttal statement to any material contained in their personnel file which may be of a derogatory nature within **14** business days.

E. Fair & Impartial Treatment

All unit employees have the right to be treated equally and in a manner, which is fair and impartial in any matter associated with the rights of unit employees under the terms of this MOU.

F. Coaching / Supervisory Counseling

A coaching is a verbal discussion with an 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 files for both positive and negative incidences. A coaching is to be one-on-one. When 2 or more supervisors are present at the coaching, the employee shall be advised of their right to representation. An employee may receive more than 1 coaching for a similar matter.

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A supervisory counseling is a 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 an above the line statement of "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.

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 pocketknife (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).
- 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 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 below criteria by contacting the department Human Resources Officer. Official records may only be inactivated and not removed per records retention law, and members/employees will receive confirmation once the requested record is removed/inactivated.

Document	Supervisory File	Department File (if applicable)	Personnel File (OFFICIAL FILE)
Coaching's/Supervisory Counseling's	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. Remove annually provided no further incidents.	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.		Maintain copy in file. Cannot Remove	Maintain original in file. May not be inactivated

G. Performance Evaluation

Although the terms "coaching" or "supervisory counseling" will not be used, the employee's behavior or performance which resulted in the "coaching" or "supervisory counseling" can, along with any other behavior or performance, be discussed in the performance evaluation.

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If an employee is not given their performance evaluation by the annual review date **and the performance evaluation is expected to be an overall "met,"** the employee's merit increase shall be processed within 21 calendar days following the above due date and be retroactive to the performance evaluation annual review date.

H. Departmental Policies

The City will notify employees and Unit 1 of new or revised written City or Departmental policies affecting unit employees as soon after release as possible. The City shall post on their bulletin boards any new policies and/or revisions in City or written department policies and procedures affecting Unit I employees. Notice shall remain posted for no less than 21 calendar days. Review of policy and procedure revisions shall be included in employee group meetings when appropriate.

Nothing in this section shall absolve the City of its obligation to Meet and Confer on mandatory subjects of bargaining.

Section 1-6. Prohibition of Strikes and Lockouts

A. The provisions of the Meet and Confer Ordinance are expressly incorporated herein.

B. The City nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this MOU.

Section 1-7. New Positions / Classifications

A. Classification and Compensation Studies

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.

B. New Classifications

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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. Position Management

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.

D. Union Requested Job Classification Studies

The Union may submit written requests for job classification studies to the Human Resources Department. Requests from the Union will be prioritized with other standing requests.

1) 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.

2) 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.

3) 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 by the Human Resources Department in order of their ranking if the City Manager has authorized the HR Department to conduct studies.

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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 provide 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 the parties encourage unit employees who believe that they have a bona fide grievance to discuss and attempt to resolve it with their immediate non-unit supervisor.

2. If the above informal discussion is held and does not resolve the grievance, the unit employee 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) regarding the interpretation and/or application of the specific express terms of this Memorandum for which there is no other specific and formal method of review; and doesn't have a fact pattern that has been presented to and decided upon by the City Manager in a prior grievance. However, disputes specifically excluded in other Articles of this Agreement from the Grievance and Arbitration procedure shall not be construed as within the definition set forth above and shall not be handled in accordance with this procedure. It is agreed that such excluded disputes are not grievable or arbitrable under the terms of this Article or under this contract.

2. The City continues to retain the format used for 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

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All grievances covered by this Article shall be handled exclusively in the following manner:

A grievance must be reduced to writing, citing the specific Article and Section of this Memorandum alleged to have been violated.

1. Step 1

   The unit employee shall reduce the grievance to writing by signing and completing the grievance form provided by the City and submit it to the division head, or designee, within 14 calendar days of the initial commencement of the occurrence being grieved.

   The division head, or designee, may investigate, further consider, and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. By mutual agreement, the parties can agree to skip Step 1 and proceed to Step 2 of the grievance procedure.

2. Step 2

   If the written response of the Step 1 does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to the department head, or designee within 14 calendar days of the grievant's receipt of the Step 1 response.

   The department head, or designee, may further consider and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. By mutual agreement, the parties can agree to skip Step 2 and proceed to Step 2.5 or Step 3 of the grievance procedure.

3. Step 2.5

   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 grievance 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.

4. Step 3

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a. If the written response of the Step 2 (or 2.5 if applicable) does not result in a resolution of the grievance, the grievant may, within 14 calendar days of the Step 2 response, appeal the grievance by signing and completing the City form and presenting it to Labor Relations. A Grievance Committee hearing will be scheduled at which the grievant shall be afforded the opportunity to fully present their position and to be represented.

   The Grievance Committee shall be composed of:

   Chairman – A member of the City Manager's Office designated by the City Manager.
   Member – A City function head on a rotating schedule.
   Member – An individual mutually agreed upon between the City Manager, or his designee, and LIUNA Local 777.

   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 their designated representative.

b. If the grievant so elects in writing within the above time limit, in lieu of such 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 7 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 be bound by the language of this Memorandum and departmental rules and regulations consistent therewith 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.

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iv. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

The arbitrator shall submit findings and advisory recommendations 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.

D. Time Limits

Failure of City Management representatives to comply with time limits specified in Paragraph 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 of the deadline.

E. 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 1-4 of this Memorandum. The Union shall file such grievance at Step 3 of this Procedure.

F. 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 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 grievants. **Relief is restricted to those named in the Group Grievance**.

G. Employer Grievances

Should they occur as a result of official Union activities or actions, including the failure to act as required under the terms of this Memorandum, employer grievances will be presented directly to the Union president or any officer of the Union within 14 days of the occurrence prompting the grievance. The president, or designee, shall in each case provide a written answer within 14 days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step 3.

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H. Municipal Court

It is understood concerning the administration of this grievance procedure in the Municipal Court, specifically Step 2 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.

Section 2-2. Labor-Management Committee

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. There shall be a Labor-Management Committee consisting of the three Union Authorized Representatives, one LIUNA staff member, and four representatives from management that are agreed upon by the LIUNA staff member and the **Assistant Human Resources Director, or designee**. The Labor-Management Committee shall be facilitated by Labor Relations staff. The purpose of the Committee shall be to facilitate improved relations, provide a forum for open and informal discussion, and make recommendations for operational or other rules changes that are of mutual benefit.

B. The Committee shall meet, at least once a month per MOU year, or more often by mutual agreement, at mutually agreed upon times. The Committee will meet to discuss matters to be of a mutual benefit including, but not limited to, methods of improving the level of productivity when needed. 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.

C. 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.

D. If the representative of the Union is a unit employee, such representative shall not lose pay or benefits for meetings mutually scheduled during duty time.

Section 2-3. Bargaining Unit Work

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A. Contracting Out Work – The City will notify the Union, in writing, of the City's intent to contract with a private agency for planned or emergency work that is currently being performed by unit employees. The Union may, within 5 business days of this notification, request a meeting for the purpose of discussing the contracted work. The meeting will occur prior to any final recommendation to the City Council.

   In cases of an emergency when Unit 1 employees are unavailable to perform the work, for example, a staffing shortage or specialty work, the City will notify LIUNA as soon as possible via phone or email. The intent is to provide the Union the opportunity to discuss, but does not prevent the City from contracting the work in an emergency situation.

   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.

   Nothing in this Article shall relieve the city of its obligation to meet and confer on mandatory subjects of bargaining.

B. 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.

C. The City agrees that it will not assign work currently performed by LIUNA represented employees to non-represented City employees or to employees in any other City of Phoenix bargaining unit, for a period up to 90 days.

   The exception will be when individuals are being placed in an effort to comply with federal law, in which case the Union will be notified.

   By mutual consent, the City and the Union may agree to a time period longer than 90 days.

Section 2-4. Health and Safety Committee

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.

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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.

B. 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 employees appointed by the Union and 2 City representatives as designated by the City Manager. The Chairmanship shall rotate among the members.

C. The Committee shall meet quarterly at mutually scheduled times or more frequently by mutual agreement 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. 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.

Incident Review Board

An Incident Review Board is an effective management tool to minimize injuries and protect property. The function of an Incident Review Board is to determine if a vehicular or operational incident is preventable or non-preventable. The City shall establish an Incident Review Board in each Unit One represented department. Each Incident Review Board shall have the same rules, and all rules shall be applied in the same manner in each department.

Section 2-5. Public Outreach & Public/Employee Safety Cross Training

It is understood that bargaining unit employees are frequently required to address social service needs and problems as well as threats to public health and public/employee safety posed in our streets and parks.

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To ensure that bargaining unit employees are trained adequately to safely deal directly with members of the public and to properly refer citizens to appropriate City agencies, all bargaining unit employees shall be cross-trained with public outreach and public/employee safety skills in accordance with department needs.

Section 2-6. Laborers' Apprenticeship Projects

A. Gardener Apprenticeship Project

The Union and the City shall continue the Joint Pilot Apprentice Program as needed and when positions are available for the Gardener classification in the City of Phoenix, entitled "Phoenix Gardener Apprenticeship Program".

The Phoenix Gardener Apprenticeship Program shall be organized with a set of standards established by a 5 person Joint Apprenticeship Committee (Committee). The Committee shall be comprised of 2 Union representatives, 2 City of Phoenix Parks and Recreation Department representatives, and 1 City of Phoenix Human Resources Department Safety Section employee.

The Phoenix Gardener Apprenticeship Program is designed to prepare individuals, and produce highly qualified and well trained workers who have solid knowledge as well as specific, technical job skills for occupations in the skilled trades and crafts. The Joint Apprenticeship Committee shall award a Certificate of Completion of Apprenticeship to each apprentice who has successfully completed the Phoenix Gardener Apprenticeship Program.

B. SWEO Apprenticeship Project

The Union and the City shall establish a continue the Joint Pilot Apprentice Program as needed and when positions are available for the Solid Waste Equipment Operator classification in the City of Phoenix, entitled "Phoenix SWEO Apprenticeship Program".

The Phoenix SWEO Apprenticeship Program shall be organized with a set of standards established by a 5 person Joint Apprenticeship Committee (Committee). The Committee shall be comprised of 2 Union representatives, 2 City of Phoenix Public Works Department representatives, and 1 City of Phoenix Human Resources Department Safety Section employee.

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The Phoenix SWEO Apprenticeship Program is designed to prepare individuals, and produce highly qualified and well trained workers who have solid knowledge as well as specific, technical job skills for occupations in the skilled trades and crafts. The Joint Apprenticeship Committee shall award a Certificate of Completion of Apprenticeship to each apprentice who has successfully completed the Phoenix SWEO Apprenticeship Program.

C. Street Maintenance Worker I Apprenticeship Project

The Union and the City shall continue the Joint Pilot Apprentice Program as needed and when positions are available for the Street Maintenance Worker classification in the City of Phoenix, entitled “Phoenix Street Maintenance Worker Apprenticeship Program”.

The Phoenix Street Maintenance Worker Apprenticeship Program shall be organized with a set of standards established by a 5 person Joint Apprenticeship Committee (Committee). The Committee shall be comprised of 2 Union representatives, 2 City of Phoenix Streets Department representatives, and 1 City of Phoenix Human Resources Department Safety Section employee.

The Phoenix Street Maintenance Worker Apprenticeship Program is designed to prepare individuals, and produce highly qualified and well trained workers who have solid knowledge as well as specific, technical job skills for occupations in the skilled trades and crafts. The Joint Apprenticeship Committee shall award a Certificate of Completion of Apprenticeship to each apprentice who has successfully completed the Phoenix Street Maintenance Worker Apprenticeship Program.

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 employee 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

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A. The economic value of **a non-continuous payment equal to 2.5% of base wage** will be paid as follows:

   1. **A non-continuous payment of $1,421.00 for each full-time employee and $100.00 for each part-time employee to be paid out on the first full pay period in August of 2024**.

B. **Limited Reopener for FY 2025-2026: If the City projects revenues will exceed $1,750,000,000 for Fiscal Year 2025-2026 in the forecast that is presented to City Council in February 2025, the parties may reopen Section 3-1 of this agreement for the sole and limited purpose of Meeting and Conferring, in February 2025, over base wage increases, if any. Unless held invalid by operation of law or by a final judgment of any tribunal of competent jurisdiction, all other terms and conditions of this MOU shall remain in full force and effect during any such reopener and throughout the duration of this MOU**.

C. During the term of this MOU the City will provide an annual budget presentation to the LIUNA Local 777 Chapter Board. This presentation will be scheduled within 30 days of the final budget being presented to Council.

D. 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.

E. 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.

Section 3-2. Productivity Enhancement Pay

In recognition of continuous service and overall performance, the City agrees to the following productivity enhancement pay formula for unit employees.

A. Pay Benefit:

In November **2024**, **June 2025, November 2025,** and June **2026**, unit employees who meet the additional qualifications of this section shall qualify for $50.00 for each full year of continuous full-time service in excess of 5 years, up to an annual maximum of $1,400.00 at 19 years.

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In November **2024**, **June 2025, November 2025,** and June **2026**, unit employees who have completed at least 20 years of full-time service and who meet the additional qualifications of this section shall qualify for $65.00 for each full year of continuous full-time service in excess of 5 years, up to an annual maximum of $1,820.00.

B. Qualifications:

1) An employee must have completed at least 1 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. As well, Productivity Enhancement pay will not be affected by movements to positions within the same pay range.

2) An employee must have received a performance rating of overall "Met" on his latest scheduled performance evaluation on file at the time of the qualifying date. For employees who are otherwise eligible for Productivity Enhancement pay, an employee who receives an overall "Not Met" evaluation shall receive another evaluation within 90 days to 120 days, and if that evaluation is an overall "Met", he, she, they will be eligible to start receiving Productivity Enhancement pay the first paycheck for the first full pay period after the next qualifying date. A unit employee who receives an overall "Not Met" rating may appeal by memo through his chain of command to the Department Head.

3) 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 employee's regular paycheck.

2) When a position is reclassified to a higher classification, or when 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 amount (incumbent's annualized payment), and which does not result in a decrease from that total 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

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Productivity Enhancement pay, the employee will be moved to the top step and continue to be eligible for Productivity Enhancement pay.

Section 3-3. Overtime

A. As a regular practice, overtime shall not be used. The parties agree that at times the City may require overtime work outside of an employee's regularly-scheduled shift.

B. Overtime is defined as time assigned and worked beyond the regularly scheduled 40 hours per week.

C. 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. 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.

D. 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 skill level, assigned equipment, etc. The City will make available to the Union upon request reports of overtime worked by unit employees on a quarterly basis. The City reserves the right to assign overtime in the event insufficient employees volunteer, to avoid inadequate staffing, to insure timely service delivery or to conduct mandatory training.

   Employees may be required to work on scheduled holidays and/or non-work days during the holiday week in order to provide City services on weeks containing holidays.

   Rotational overtime work lists ranked by seniority shall be posted on city bulletin boards and updated each time it is worked.

E. Compensation for overtime work as defined in Section B. above will be as follows: 1-½ times the regular rate. The regular rate shall include, if applicable, night shift differential, stand-by pay, and out-of-class pay. Overtime will be compensated after

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the first 7 minutes assigned and worked beyond a member's regularly scheduled work week or work shift, as outlined in Section B, calculated to the nearest 1/4 hour. There shall be no compounding or pyramiding of overtime pay with regular or premium pay except as required under the Fair Labor Standards Act.

F. There shall be a minimum of 12 hours off between shifts. If this is not possible and the unit employee is not receiving overtime pay for the additional hours worked (the unit employee is not entitled to both overtime and 12-Hour Rule time), the unit employee shall receive 12-Hour Rule compensation (1-1/2 times the regular rate) for each full hour worked within the described 12 hour period. This language only applies to employees who work 2 full shifts.

Example #1:

Monday	Tuesday	Wed – Fri	Total for Week
6a.m. – 5:30 p.m.	3:30 a.m. – 1p.m.	6a.m. – 2:30 p.m.	44 hrs. Worked
11 hrs. Worked	9 hrs. Worked	8 hrs. Worked per Day	40 hrs. Paid at Regular Rate of Pay
	2 hrs. within 12-Hour Rule		4 hrs. Paid at 1-1/2 (OT)

In example #1, the 12-Hour Rule time is not paid for the two hours worked within the 12-Hour Rule because overtime was earned for the additional hours worked.

Example #2:

Monday	Tuesday	Wed – Thurs	Friday	Total for Week
6 a.m. – 5:30 p.m.	3:30 a.m. – 1 p.m.	6 a.m. – 2:30 p.m.	6 a.m. – 10 a.m.	40 hrs. Worked
11 hrs. Worked	9 hrs. Worked	8 hrs. Worked per Day	4 hrs. Worked	38 hrs. Paid at Regular Rate of Pay
	2 hrs. within 12-Hour Rule			2 hrs. Paid at 1-1/2 (12-Hour Rule)

In example #2, the 12-Hour Rule time is paid for the two hours worked within the 12-Hour Rule because overtime was not earned for the additional hours worked.

G. In lieu of cash payment, a unit employee may request compensatory time credits up to a maximum accumulation of **215** hours. The request for compensatory credit must be made at the time the overtime is worked. Use of compensatory time off within the work period shall be subject to departmental approval and scheduling.

Accumulated compensatory time in excess of **215** hours must be paid in cash.

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Section 3-4. Call-Out Pay

A. A unit employee called out for work after going home from a shift or called out for overtime work while on stand-by pay shall be entitled to a minimum of 3 hours pay at 1 ½ times the employee's regular rate of pay.

B. Travel time shall be included in the minimum call-out guarantee and shall be paid only if the total work and allowed travel time exceed the 3 hour minimum. The total travel time compensated for round trip travel to and from the job site shall be 45 minutes.

C. 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 at the job site.

D. Once called out, Standby Pay will stop.

Section 3-5. Out-Of-Class Pay

A unit employee 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 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.

   The days of out-of-class will be credited to the qualifying period. Once this qualification is satisfied, no additional re-qualification will be required.

B. Temporary assignments out-of-class shall be recorded only in full-shift units. A unit employee working out-of-class for 4 hours in an 8 hour shift or 5 hours in a 10 hour shift or more in a given 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 4 or 5 hours in any given shift.

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C. To qualify for out-of-class pay, a unit employee 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 employee 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. However, eligibility for out-of-class compensation shall take place when an employee becomes responsible on a regular basis, for the full range of duties normally assigned to the higher class.

D. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class.

E. A unit employee 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 rank.

F. The City shall endeavor to be equitable in the distribution of out-of-class assignments amongst qualified unit employees.

G. The City shall not make out-of-class assignments pursuant to this Article in an arbitrary and capricious manner.

Section 3-6. Pesticide Applicator Differential

Licensed Pesticide Applicators shall receive $1.00 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.

Section 3-7. Shift Differential Pay

Unit employees shall receive $1.00 per hour in addition to their hourly rate of pay when working a night shift which ends at or after 9:00 p.m. and before midnight, and $1.50 per

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hour in addition to their hourly rate of pay when working a night shift which includes work during the period after midnight to 3:30 a.m.

Employees shall receive night shift pay differential only for hours scheduled and worked, and not while on paid leave time.

Employees participating in a 4/10 work schedule shall receive $1.00 per hour in addition to their hourly rate of pay when working a regular night shift which ends between 10:00 p.m. and 3:30 a.m., inclusive, and $1.50 per hour in addition to their hourly rate of pay when working a regular night shift which ends after 3:30 a.m. Night shift differential shall continue to be paid at the rate of the regular shift for any additional hours worked following the regular shift.

Section 3-8. Weekend Shift Differential Pay

A unit employee shall receive $0.45 per hour added to his base hourly rate of pay and any other shift differential or any other premium pay he, she, they 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.

A unit employee shall receive weekend shift pay differential only for hours scheduled and worked, and not while on paid leave.

A unit employee, 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 employee was called out while on stand-by status, he, she, they will not receive weekend shift differential.

Section 3-9. Stand-By Pay

When a unit employee is required and assigned to be available for emergency call back, outside of his regular daily or weekly work schedule, the employee shall be compensated for such stand-by hours that he, she, they remained available at $3.25 per hour. Unit employees serving in stand-by assignments shall be subject to contact requirements as provided for by the Department Head.

Section 3-10. Show-Up Time

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Except in emergencies, an employee who is scheduled to report for work, has not been notified to the contrary, and presents himself/herself for work as scheduled, shall be paid for at least 4 hours at the hourly 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. Where there is substitute work readily available, the opportunity for such work will not be arbitrarily denied.

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 4 hours at the hourly rate of pay, beginning at release, or to the end of the scheduled work shift, whichever occurs first. An employee shall have the option of using either vacation or comp time. If there is no other leave available, unit employee shall be able to use unpaid leave for the balance of the regular shift in compliance with the personnel rules.

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 3-9 hereof). Employees called back to work shall be entitled to their hourly rate of pay only and not any guaranteed minimums for work performed during the balance of their regularly scheduled shift.

Section 3-11. Jury Duty Pay

A unit employee called for jury duty or subpoenaed by a court as a witness shall be granted a leave of absence for the period of jury or witness service and will be compensated his/her regular pay and jury or witness pay for work absences necessarily caused by such jury or witness duty. To be eligible for such pay, an employee must present verification of the call to jury or witness duty.

A unit employee required by the Court to call in for jury duty the morning of his/her scheduled daily work shift may elect to take the day off on vacation or compensatory time. Such leave request shall not be denied. Should the unit employee be required by the Court to report for jury duty, the vacation or compensatory time will be restored from the actual time of reporting required by the Court through the end of the scheduled work shift. To be eligible for such leave restoration, the unit employee must present verification of the jury service.

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Unit employees subpoenaed to appear as a witness in court as a result of their official duties on their status as a City employee shall return all fees tendered for such service to the City.

Paid Jury Duty leave shall not be allowed when the unit employee is the defendant, plaintiff, or voluntary character witness in a court action.

Section 3-12. Deferred Compensation Program

The current percentage of base pay for deferred compensation is .45 %.

Section 3-13. Sick Leave Conversion at Retirement

A. Sick Leave Cash Out Formula

A unit employee who has accumulated a minimum of 750 qualifying hours or more of accrued and unused sick leave at the time of retirement shall be paid an amount of compensation equal to 25% of his base hourly rate for all hours in excess of 250 hours.

B. Final Average Salary

The number of sick leave hours eligible to be cashed out and included in an employee's Final Average Salary 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.

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 Salary.

The portion of accrued and unused sick leave that is not included in the Final Average Salary upon retirement can be cashed out as a lump sum upon retirement, provided all criteria are met as described in Subsection A.

The number of vacation leave hours eligible to be cashed out and included in an employee's Final Average Salary upon retirement will be limited to the number of vacation leave hours in the employee's bank on June 30, 2014, not to exceed 450 hours.

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ARTICLE 4: HOURS OF WORK / WORKING CONDITIONS

Section 4-1. Hours of Work

The City, in collaboration with the Union, may approve flextime schedules when all the following conditions are met:

1. Approval of Department Head
2. Approval of LIUNA Local 777 Business Manager or their Designee
3. Mutually agreed schedule between Unit Employee and Supervisor
4. The City, the Union and the affected employee(s) shall sign a written agreement.

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 3-3.

B. Work Week Defined

The regular work week for regular full-time unit employees shall consist of 5 consecutive work days in a 7 day pre-established work period, except as provided in Article 4, Section 4-1-F and except in those departments performing normal services regularly on Saturday and/or Sunday and except in those operations utilizing a different work week, such as a 4 day work week.

C. Work Day Defined

The work day for regular full-time unit employees shall consist of 8 hours of work within any 24 hours in a pre-established work schedule, exclusive of unpaid time allotted for meals except in those operations utilizing a different workday schedule such as a 10 hour work day.

D. Work Schedule Changes

Except for emergency situations, permanent regular work schedules shall not be changed without notice by the Department of at least 14 days to the affected employee(s) and to the Union. Exceptions for more or less than the 14 days notice mentioned above may be mutually agreed to by labor and management on a case by case non-precedent basis.

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When temporary work schedule changes are necessary, the Department will try to give affected employees at least 2 calendar days notice or, if less notice, it will be considered an emergency.

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, prior to implementation. Overtime work or stand-by, before or after the normal work day or work week, does not constitute a change in the work schedule. A department will not reassign employees to another work location temporarily for arbitrary or capricious reason(s).

E. Summer Work Schedules

Summer hours may begin no later than the first Monday in April, and may terminate no earlier than the second Monday in October 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 or terminated later in the year than specified in this section. Summer work schedules in the Streets Department and Parks Department may begin at 5:00 a.m.

It shall be within the Department Head's discretion to determine starting times for summer hours based on such operational considerations as dividing and/or rotating crew starting times to facilitate safety to the public, employees and equipment, to guarantee a high level of convenient service to the public, to preclude negative impact on traffic flow, and similar factors.

F. SWEO Schedule

The City may implement a 10 hour workday, 4 workdays per week schedule in all functions of the Solid Waste Management Division.

Except for Solid Waste Collections and Disposal, the regular work-week for regular full-time unit employees working a “four/ten” work schedule shall consist of 4 consecutive work days in a 7 day pre-established work period.

Section 4-2. Rest and Lunch Periods

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A. Existing workday schedules spanning 9 elapsed hours shall continue to include a 60 minute unpaid meal period. Existing workday schedules of 8-1/2 hours and 10-1/2 hours shall continue to include a 30 minute unpaid meal period. Workday schedules of 8 and 10 consecutive hours shall include a paid straight time meal period of up to ½ hour on the job. Two (2) non-work periods of up to 15 minutes during a regular daily shift shall be permitted by supervision to promote the health, safety, and efficiency of employees on the job. Emergency situations may make this impossible in rare situations. Activities of employees during those non-work periods shall not be subject to any unreasonable restrictions.

B. **After a Unit employee has worked 2 hours, or more, in addition to the employee's regular daily work shift, the employee shall be entitled to an additional 15-minute non-work period (break).**

C. When a unit employee does not receive a paid meal period, his/her meal period shall be uninterrupted and duty-free.

Section 4-3. Clean-Up Time

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.

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 healthier and safer work environment.

Section 4-4. Seniority

A. The City shall provide the Union with a list of unit employees showing each unit employee's employment date and class date.

B. Seniority shall be by length of service within a class. If seniority within a class is not determinative, then length of service with the City shall prevail.

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C. Seniority shall be used as a factor consistent with established Civil Service procedures in choice of work assignments, vacation schedules, and in the determination of layoffs.

   Department policies for work assignment selection and vacation scheduling will be discussed with the Union at least 30 days prior to implementation.

Section 4-5. Transfer Program

The City and the Union acknowledge mutual interest in the success of the present program of minimizing layoffs of employees by seeking to place such employees in other positions, consistent with Civil Service Rules on seniority. The Union agrees to provide positive counseling to unit employees so affected to ease the transition to other positions. The City agrees to make available, on request, job counseling in order to provide training assistance to the employee during the first 30 days of the new work assignment.

Although not required to honor a request for a voluntary transfer for an employee having documented extraordinary personal hardship beyond his/her control, the City will try to honor the request. In such a case, factors such as, but not limited to, the employee's shift, seniority, and work record may be considered.

To every extent practicable, a transferred unit employee will be allowed to maintain his previous vacation schedule.

Section 4-6. CDL Renewal

Employees will be allowed City time to renew their CDL license and or related endorsements and will be reimbursed for such renewal fees which will include the HAZMAT background screening fee.

ARTICLE 5: BENEFITS

Section 5-1: Employee Assistance

The City Employee Assistance Program, will provide confidential, individual and family counseling to all employees and their household members. These services will be furnished by an independent contract agency to be chosen by the City.

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Section 5-2: Health and Dental Insurance

A. The City shall 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%.

B. The City agrees to the continuation of a Healthcare Taskforce for the purpose of studying existing plans and to explore alternative plans. The Taskforce shall include representatives of the City and Union.

C. The City shall retain the dental insurance plan for unit employees and their qualified dependents. **At a minimum, the** plan shall **include a PPO option that consists** of **100**% payment of reasonable and customary **covered** charges for preventive and **preventive-related** diagnostic services, **and 80% payment of reasonable and customary covered charges for** basic services, and major services. **The City shall retain a plan option that includes** an orthodontia benefit **with** a maximum lifetime benefit of **up to** $4,000 per person. **Dental plans may be** subject to deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. The City shall pay the premium costs for single unit employees enrolled in the base dental HMO or PPO plan (employee only coverage), and 75% of the premium costs for unit employees and their qualified dependents (family coverage).

   The City shall maintain the current dental premium split. **For the base PPO and HMO dental plans, if** there is a rate increase or decrease, the City will pay 100% of the new monthly contribution for single coverage for employees enrolled in the base dental HMO or PPO plan. 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.

D. The City agrees to continue the formalized complaint procedure with respect to the service under all plans.

E. Unit employees retiring on or after July 1, 2006, who meet all other MERP eligibility requirements and enroll in either single or family City of Phoenix health insurance, shall receive an additional $100.00 per month to help defray the cost of health insurance.

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Unit employees retiring after August 1, 2022, who meet eligibility requirements, shall receive the $150 month allowance for Post Employment Health Plan accounts (PEHP).

Section 5-3: Life Insurance

The City will provide regular full-time unit employees the existing off-the-job and on-the-job life and dismemberment insurance coverage. The face value of the policy being $15,000; in addition the City will pay $75,000 for death in-the-line-of-duty insurance.

The designated beneficiary of a unit employee 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 employee and payment will be based upon the unit employee's current base hourly rate. The beneficiary shall be 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 employees a $200,000 death benefit covering the unit employee's commutation to and from their City work location. The current City Life Insurance carrier will cover the unit employee's commute for up to two hours before their shift begins, and two hours after their shift concludes. The Union will only pay the cost of their benefit the first year of the MOU.

In the event of the death of a unit employee while commuting to or from their 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. The current City Life Insurance carrier for the payment of a supplementary commutation life insurance policy for each unit employee. The Union will pay the cost of this benefit, if any, the first year of each new MOU period.

Section 5-4. Long Term Disability Insurance

Employees who have been continuously employed and working on a full-time basis for twelve consecutive months are eligible 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 coverage will be coordinated with leave payments, industrial insurance payments, unemployment compensation, social security benefits and disability provisions of the retirement plan.

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Employees who have been employed full-time with the City of Phoenix for 36 months or less, will be eligible to apply for long term disability coverage for no more than 30 months.

Section 5-5. Holidays, Vacation Pay, Family Leave, and Leave Donations

A. Holidays / Personal Days

The City agrees to incorporate into the MOU the benefits provided under A.R. 2.11 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	January, Third Monday
President's Day	February, Third Monday
Cesar Chavez Birthday	March 31
Memorial Day	May, Last Monday
Juneteenth	**June 19**
Independence Day	July 4
Labor Day	September, First Monday
Indigenous Peoples' Day	**October, Second Monday**
Veteran's Day	November 11
Thanksgiving Day	November, Fourth Thursday
Friday after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	Half an employee's paid regular shift on December 24
Christmas Day	December 25
Two Personal Leave Days	After completion of six months of full-time employment.

When a holiday named in this regulation falls on Sunday, it shall be observed on the following Monday. When a holiday named in this regulation falls on Saturday, it shall be observed on the preceding Friday except that in the case of 6 day operations such holidays may be observed on Saturday. This paragraph shall not apply to Christmas Eve, which shall only be granted when it falls on the employees' regular scheduled workday. In the case of continuous 24 hour, 7 day operations and 7 day non-continuous

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operations, holidays shall be observed only on the calendar days on which they actually fall.

The Personal Leave Days are added to an employee's vacation leave bank and may be taken on any day of the employee's choosing after completion of six months of full-time employment, subject to operational and scheduling factors and the limitations of A.R. 2.11. This time does not alter the maximum carryover of vacation hours outlined in A.R. 2.18.

If a full-time unit employee's regularly scheduled day off falls on a holiday to which he, she, they are entitled under this Article, 1st consideration shall be given to allowing 3 consecutive days off, but if this is not feasible, a substitute day off of 8 hours with pay shall be given at straight time on a day designated by the Department Head. Unit employees who work a 4/10 schedule, whose regularly scheduled day off falls on one of the holidays listed in paragraph C of this Article, shall receive 10 hours of compensatory time. An employee shall not be paid in cash in lieu of a substitute holiday except that in extraordinary circumstances the City Manager's office may approve payment in cash at a straight-time rate. The substitute holiday shall not be granted when an employee is on paid industrial leave.

A unit employee whose regular scheduled day-off falls on a holiday specified in this Article, and who is called in to work a regular shift on such holiday and scheduled day off, shall be compensated at 1-1/2 the regular rate for each hour assigned and worked in addition to the substitute holiday provided above.

B. Vacation Accumulation

Vacation accrual and carryover shall be governed according to the following table:

SERVICE	MONTHLY ACCRUAL	MAXIMUM CARRYOVER	MAXIMUM PAYOUT
0-5 years	8 hours	192 hours	290 hours
6-10 years	10 hours	240 hours	350 hours
11-15 years	11 hours	264 hours	380 hours
16-20 years	13 hours	312 hours	440 hours
21+ years	15 hours	360 hours	500 hours

C. The parties agree that on all **City** holidays, unit employees whose regularly assigned work week consists of 4 10 shifts, shall not be required to submit documentation for 2 hours of paid leave.

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Unit employees shall be allowed a vacation buyout twice per calendar year, by notifying the Department payroll staff in writing of such intent during the month of either October or April, to be paid on the last paycheck of November and May. The total annual buyout is up to a maximum of 80 hours taken in no more than 40 hour increments, after the employee has accumulated a minimum of 175 hours and has used 40 hours of vacation/comp-time during the calendar year.

D. Parental/Family Leave

The City will, as a matter of general policy, and subject to operational needs, authorize up to 3 months of unpaid leave for an employee who is the parent of a newly born or legally adopted child or any Unit employee 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.

E. An 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. This will be marked as "BO" on leave slips. 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). This will be marked as "BN" on leave slips.

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 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 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. A child is defined as a biological, adopted, foster or stepchild, legal ward, or a child of a person standing in place of a parent. A brother, sister, grandparent, or in-law who is living with the employee under his/her care is also defined as an immediate family member.

In FY 2024, the City and the Union will meet and discuss changing sick leave codes (e.g., BN, BO, BI, BE).

F. Leave Donations

Unit employees may contribute accrued vacation or compensatory time to other employees in accordance with City policy governing contribution of leave for serious illness or injury 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. A child is defined as a biological, adopted, foster or stepchild, legal ward, or a child of a person standing in place of a parent. A brother, sister, grandparent, or in-law who is living with the employee under his/her care is also defined as an immediate family member. Requests to receive such leave contributions will require a completed doctor's certification.

Section 5-6. Tuition Reimbursement

A. Unit Employees who participate in the Tuition Reimbursement Program shall be eligible for tuition reimbursement pursuant to the following provisions:

1. The maximum sum reimbursable to unit employees each MOU year shall be $6,500.

2. To be eligible for any reimbursement, unit employees must have successfully completed academic or training courses approved by the department and the Human Resources Director as provided in existing Administrative Regulations.

B. Tuition Reimbursement, in accordance with this Article, shall be made in the event an employee's approved course of instruction is terminated by the educational institution. Tuition reimbursement shall not occur in the event of any voluntary termination of employment by the employee.

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C. The City will reimburse unit employees for expenses incurred as a result of requiring and maintaining certification required by the City. The City will not reimburse unit employees for classes the City provides at no cost, or for classes the City identifies for unit employees to be taken at no cost.

D. Unit employees shall be allowed to utilize up to $150 to attend one-day, in-state, City-related seminars/training.

ARTICLE 6: MISCELLANEOUS

Section 6-1. Saving Clause

A. If any article or section of this MOU should be held invalid by operations 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 MOU shall not be affected thereby.

Section 6-2. Copies of MOU

A. Within 60 days after this MOU 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 costs of such duplication and distribution will be borne equally by the Union and the City.

B. Printing vendors secured by the Union shall comply with Chapter 18, Articles IV (City Construction Contractors' Affirmative Action Requirements) and V (Supplier's and Lessee's Affirmative Action Requirements), Phoenix City Code.

Section 6-3. Aid to Construction of Provisions of MOU

A. The provisions of this MOU shall be in harmony with the rights, duties, obligations and responsibilities which by law devolve upon the City Council, City Manager, and other City boards and officials, and these provisions shall be interpreted and applied in such manner.

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B. The lawful provisions of this MOU are binding upon the parties for the term thereof, it being understood that the Union 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.

Section 6-4. Part-Time Employees

Hourly paid unit employees, excluding seasonal and temporary employees, who have worked a minimum of 50 hours in each pay period for 26 consecutive weeks shall be entitled to the same benefits for authorized work on holidays as received by regular full-time unit employees. In addition, such employees shall receive vacation credits prorated for the number of hours worked after the qualifying period is satisfied. Vacation credits shall be calculated and paid in cash in December and June. These hourly-paid employees shall be considered for advancement from Pay Step 1 to Pay Step 2 after completing 1,040 hours of work in Step 1 and for advancement from Pay Step 2 to Pay Step 3 after working 2,080 hours in Pay Step 2.

Hourly paid unit employees who have worked a minimum of 50 hours in each pay period for 26 consecutive weeks shall be entitled to the same benefits as received by regular full-time unit employees. Members that meet these requirements shall be eligible for participation in the City's Health, Life, and Dental insurance programs. The City's premium participation will be the same as that provided for full-time employees. Continuation of participation under these plans will be determined by reviewing the average hours worked in the prior 12-month period every calendar year on October 1. This qualifying period will be determined for the following benefit year effective January 1. If the employee separates from City employment, the participation will cease.

Part-time employees are allowed an hours reduction of up to 2 weeks in one pay period in the (26 week qualifying period and each period thereafter, without impacting their eligibility to participate in the part-time employees' benefit programs.

Section 6-5. Term and Effect of MOU

A. This Memorandum shall remain in full force and effect commencing with the beginning of the first regular pay period in July **2024**, up to the beginning of the first regular pay period commencing in July **2026**. In compliance with the Meet and Confer Ordinance (Phoenix City Code Chapter 2, Article XVII, Division 1) as may be amended, on or

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before December 1, **2025**, LIUNA 777 shall submit its proposed memorandum of understanding for the next contract period.

B. Except as expressly provided in this MOU, 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. The provisions of this MOU shall be subject to Federal, State and local law that vests jurisdiction and authority in other public boards and officials, including the City Council, Phoenix Employment Relations Board, Phoenix Civil Service Board, City Manager and Department Managers, or determines issues contrary to the provisions hereof.

D. 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 executed during this MOU contract period will expire on or before the contract end date unless incorporated into the MOU or extended by mutual agreement. Any supplement, amendments, or modifications to this MOU which are mutually agreed upon must be reduced to writing and signed by both parties.

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IN WITNESS WHEREOF, the parties have set their hands this

____ of May, 2024

_____

Stephen Switzer, LIUNA Local 777 Representative

_____

Jason Perkiser, Assistant Human Resources Director, City of Phoenix

_____

Jeffrey Barton, City Manager, City of Phoenix

ATTEST:

_____

Denise Archibald, City Clerk, City of Phoenix

APPROVED AS TO FORM:

_____

City Attorney, City of Phoenix

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LIUNA 777 Team:	City of Phoenix Team:
Stephen Switzer	Jason Perkiser, Human Resources
Michael Ruelas	Scott Coughlin, Parks and Recreation
Daniel Salinas	Jesse Duarte, Street Transportation
Kimberly Gallego	Justeen Cook, Public Works
Ronald March	Corina Ramsey, Human Resources
Jose Mascareno	Lorraine Rodriguez, Human Resources (Coordinator)
Dan Ward	Kia Chambers, Human Resources (Scribe)
John Sandoval	

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 27

Public Comment on Proposed MOU Between City of Phoenix and American Federation of State, County, and Municipal Employees, AFSCME Local 2384 (Unit 2)

Request for City Council to receive public comment on the terms of the proposed Memorandum of Understanding (MOU) (**Attachment A**) 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 Assistant City Manager Lori Bays and the Human Resources Department.

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

2024 – 2026

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.

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."

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.

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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.

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

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the following year. A **maximum of 8,325** surplus hours will be carried over into the next year.

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

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

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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. **Union Materials & Bulletin Boards**

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 employee distributing and the employee receiving such materials are on non-work periods.

2. The Union shall be allowed to send one union-requested communication per month using the City Email System to communicate with Unit 2 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.

3. 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.

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4. 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.

5. The Union may grieve any refusal by the City to approve posting or distributing of materials. The City will not arbitrarily disapprove materials.

6. **Unit List:** 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, **employee identification number, home** address, **date of employment,** job classification, department number, and/or a seniority list by job classification **and a monthly list of employees added that month to Unit 2**.

7. **Intranet Access:** 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

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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.

   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.

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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 **excluding weekends and the employee's holidays and N-days** to confirm their answers and provide any additional information.

10. Except for emergency situations, the unit employees shall have a minimum of 48 hours **excluding weekends and the employee's holidays and N-days** 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 hours in advance of the investigatory interview, however, the NOI/interview questions will not be provided in advance. **No reasonable request for an extension will be arbitrarily denied.**

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.

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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.

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.

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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 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.

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- 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 and provide a copy to the Union. 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.

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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)
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 as discussed in section 1-4.M.		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.

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.

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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.

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.

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The Human Resources Class & Comp Division will meet monthly during the term of the 2024-26 MOU with Unit 2 leadership to discuss issues rela1ted to classifications brought forward as a result of the 2023 citywide classification and compensation study; to that end, the Union may request that two additional (totaling four per contract year) classifications in its unit be examined. This paragraph will sunset at the end of the 2024-26 MOU term.

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

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.

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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 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

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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.

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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

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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.

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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 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.

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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.

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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

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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.

B. During the term of this M.O.U., the Union and the City shall **maintain the** 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 **Committees** shall meet monthly or at other mutually scheduled times.

D. The members shall, upon request for a meeting, provide the **Chair** with proposed agenda items, and the **Chair** 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.

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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.

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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. **Unit 2 employees will receive a non-continuous payment equal to the economic value of 2.5% of their base wage to be paid out on the first full pay period in August of 2024.**

B. **Limited Reopener for FY 2025-2026: If the City projects revenues will exceed $1,750,000,000 for Fiscal Year 2025-2026 in the forecast that is presented to City Council in February 2025, the parties shall reopen Section 3-1 of this agreement for the sole and limited purpose of Meeting and Conferring, in February 2025, over base wage increases, if any. Unless held invalid by operation of law or by a final judgment of any tribunal of competent jurisdiction, all other terms and conditions of this MOU shall remain in full force and effect during any such reopener and throughout the duration of this MOU**.

C. 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.

D. 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.

E. 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.

F. The term "Pay Schedule" shall mean the schedule computed and published by the Human Resources Department for payroll purposes.

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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.

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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.

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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.

In addition, records of overtime worked by employees **minus Stand-By overtime** shall be **posted monthly on a worksite bulletin board and distributed** to the designated Union Steward. 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.

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

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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

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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.

Section 3-4: Sick Leave Conversion at Retirement

A. Sick Leave Cash Out Formula

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

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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 **differential** pay shall continue to be paid at the rate of the regular shift for any additional hours worked **preceding or** following the regular shift. **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.

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.

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

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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.

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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 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

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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.

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.

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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, **an employee** may combine their thirty (30) minute meal period with one of **their** fifteen (15) minute rest periods to achieve a forty-five (45) minute meal period **or combine two of their (15) minute rest periods to achieve a (1) hour meal period**. This paid leave time counts as hours worked.

When **an employee** 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 **in addition to a full shift as defined in Sect. 3-2 A**, **an employee** shall be entitled to a paid meal break of thirty (30) minutes, but in no event shall **an employee** 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.

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Section 4-5: Bump/Bid Procedure Fleet Services 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.

      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)

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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) **Equipment Service Worker II** 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

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 **shall be made available to Unit employees by the City**.

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

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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."

Section 4-6: Technology

If technology will replace or enhance unit work, the City will notify the Union of technological changes and upon Union request the appropriate Department will discuss at regular Labor Management meetings with union leadership. As determined by the City, the City shall provide employees with training required to utilize the new technology,.

Data obtained from a vehicle camera system, Automatic Vehicle Locator (AVL), Global Position System (GPS), telematics, or similar automated movement tracking system may be used, along with a complaint; an investigation; or documented performance-based concerns, in disciplinary decisions, but data from such automated movement tracking systems will not be used as the sole basis for decisions related to Unit employee discipline.

ARTICLE 5: Benefits

Section 5-1: Health Insurance and Employee Assistance

The City will continue to offer health insurance plans for Unit members.

A. Medical and Dental Insurance

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1. **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. **For the base PPO and HMO dental plans, 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. **At a minimum, the** plan shall **include a PPO option that consists** of **100**% payment of reasonable and customary charges covered for preventive and **preventive-related** diagnostic services **and 80% payment of reasonable and customary covered charges for** basic services and major services. The **City shall retain a plan option that includes** an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a maximum lifetime benefit of $4,000 per person. **Dental plans may be**

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subject to 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 **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 member a $200,000 death benefit covering the Unit member’s commutation to and from his City work location. This policy 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. **The City will cover** 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.

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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
Juneteenth Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day	**Second Monday in October**
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 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

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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.

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.

All unit members whose regularly assigned work week consists of 4/10 hour shifts, shall not be required to submit documentation for 2 hours of paid leave on **City** holidays **as listed in Section 5-5(A).**

Section 5-6: Uniforms

A. Airport Security Guards (Class Code 24000) uniforms will be supplied by the Aviation Department.

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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

A. 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.

B. **All** employees who pay for parking will be charged half price at any downtown City owned parking garage if they park a motorcycle.

C. 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.

D. The City will provide 4 parking cards to the Union.

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

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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.

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.

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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.

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.

In FY 2024, the City and the Union will meet and discuss changing sick leave codes (e.g., BN, BO, BI, BE).

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

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The City will make available to the Union copies of all existing apprenticeship agreements affecting Unit II employees.

The Union and the City shall continue the Joint Apprentice Programs.

The Phoenix and Unit II Apprenticeship Program shall be organized with a set of standards established by a 5-person Joint Apprenticeship Committee (Committee). The Committee shall be comprised of 2 Union representatives, 2 City of Phoenix representatives, and 1 City of Phoenix Human Resources Department Safety Section employee. The Committee shall monitor apprentices' performance. A quorum shall consist of one (1) member from the union and the one (1) member from the City and one (1) Safety Section employee.

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”).

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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 with the beginning of the first regular pay period in July **2024**up to the beginning of the first regular pay period commencing in July**2026**, and thereafter shall continue in effect

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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.

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, 2024

_____
Jason Henley, President, AFSCME Local 2384

_____
Jason Perkiser, Assistant Human Resources Director, Labor Relations, City of Phoenix

_____
Jeffrey Barton, City Manager, City of Phoenix

ATTEST:

_____
Denise Archibald, City Clerk, City of Phoenix

APPROVED TO FORM:

_____
City Attorney, City of Phoenix

AFSCME 2384 Team:	City of Phoenix Team:
Jason Henley, President	Jennifer Grøndahl, Deputy Human Resources Director
James Sagar	Brandy Kelso, Water Services Department
Lorenzo Ortega	Gabe Nevarez, Aviation Department
James Mckenna	Keith Carbajal, Public Works Department
Diana Peterson	Bob Fingerman, Phoenix Convention Center
Donald Furnival	Donna Maroney, Deputy Human Resources Director
Alejandro Gutierrez	Michelle Fernandez, Human Resources (Coordinator)
Derek Sigurdson	Sylvia Montenegro, Human Resources (Scribe)
Ben Lundy	

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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/Facilities & Services	**Sky Harbor Airport/Airfield Maint.**
	Sky Harbor Airport/Electrical Maint.
	Sky Harbor Airport/Fleet Maint.
	Sky Harbor Airport/Building Maint.
	Sky Harbor Airport/BHS Maint.
	Sky Harbor Airport/Sign Shop
	Sky Harbor Airport/Landside Maint.
	Sky Harbor Airport/Terminal Services
	Sky Harbor Airport/Vertical
Transportation	
	Sky Harbor Airport/F&S Admin
	Sky Harbor Airport/Energy Systems/Lock
Shop	
	Sky Harbor Airport/Mechanical
Maint./Weld Shop	
	Sky Harbor Airport/Supply
Aviation/Technology	**Sky Harbor Airport/Aviation Headquarters**
Aviation/Operations	**Sky Harbor Airport**
Aviation/General Aviation	**Deer Valley Airport Goodyear Airport**
Facility Maintenance	**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.**
Fleet Services	**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 Transportation	**Materials/Insp (1034 E. Madison)**
Street Transportation	**Survey (1034 East Madison)**
Street Transportation	**Traffic Signal Shop (2141 E. Jefferson)**

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(Subject to Reallocation)
Site Steward Allocations

Street Transportation	Inspections/ City Hall 5th Floor
Street Transportation	Inspections/ Union Hills Service Center
Water Environmental and Safety	23rd Ave. (2474 S. 22nd Ave, Bldg. 31)
Wastewater Collection	East Yard (3015 N. 52nd St.)
	North Yard (138 E. Union Hills)
	South Yard, TV, Lift Stations (2470 S. 22nd Ave.)
	West Yard (4020 W. Glenrosa)
Water Meter	Area 1 (1401 E. Hess)
	Area 2 (6202 N. 24th St.)
	Area 3 (10255 N. 23rd Ave.)
	Area 4 (2333 W. Durango)
	Area 5 (138 E. Union Hills)
	Specialized Field Operations (3045 S. 22nd Ave.)
Water Production	24th St Water Treatment Plant (6202 N. 24th St.)
	Deer Valley Water Treatment (3030 W. Dunlap Ave.)
	Union Hills Water Treatment (2001 E. Deer Valley)
	Val Vista Water Treatment (3200 E. McDowell, Mesa)
	Remotes North (21642 North 20th St.)
	Remotes South (3015 N. 52nd St.)
Water Distribution	Campbell Yard, Utility Locating (4436 N. 35th Ave)
	Cave Creek Yard (21642 North 20th St.)
	Corona Yard (936 E. Broadway)
	Morten Yard (7617 N. 21st Ave.)
	Reservoir Yard (3015 N. 52nd St.)
	Rio Yard (3045 S. 22nd Ave.)
Wastewater Treatment	23rd Ave. Wastewater Plant (2470 S. 22nd Ave.)
	91st Ave. Wastewater Plant (5616 S. 91st Ave.)
Water/Wastewater Specialized Svcs	Electricians
	Instrument & Control Specialist

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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 Treat. (23rd Ave/91st Ave)	All (3)
Wastewater Collections	All (2)
Water Meter	All (2)
Water Environmental and Safety	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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City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 28

Public Comment on Proposed MOU Between City of Phoenix and American Federation of State, County and Municipal Employees, AFSCME Local 2960 (Unit 3)

Request for City Council to receive public comment on the terms of the proposed Memorandum of Understanding (MOU) (**Attachment A**) 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 Assistant City Manager Lori Bays and the Human Resources Department.

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

2024 – 2026

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

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 remittance with the second paycheck in 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.

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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 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

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shall not exceed 1 year, but it may be renewed or extended for a similar period upon the request of the Union.

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

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Union Materials: 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 provided that both the person distributing and the employee receiving such material are on their own time.

Union Communication: 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.

Union Website: 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.

Union Bulletin Boards: 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.

New Employee Orientation: 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.

Employee Lists: 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, Work Location, Mailing

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Address, City, State, Zip, Home Phone, Work Phone, active Union deduction, **a monthly list of employees newly added to Unit 3,** 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). The City shall provide the Union a list of all Unit 3 vacancies monthly. 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 fiscal 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 , the balance will carry over into the next fiscal year; however, the total fund balance must not exceed $28,000, and any funds in excess of $28,000 will expire.

   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

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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.

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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 excluding the employee's holidays and N-days to confirm their answers and provide any additional information.

10. Except for emergency situations, the unit employees shall have a minimum of 48 hours excluding the employee's holidays**,** N-days **as well as weekends (Saturday and Sunday),** 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. **No reasonable request for an extension will be arbitrarily denied.** 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.

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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.

7. See Section 1-4N for retention schedule.

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

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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.
   - The employee has committed a Class 3 violation of use of force (For enforcement positions within the Police Department).

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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 **of incident** 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)
Coachings/Supervisory Counselings	Maintain original in file. Remove annually **(from the date of incident)**	Not maintained in file.	Not maintained in file.

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	provided no further incidents.		
Written Reprimands	<u>Maintain copy in file.</u> Remove annually **(from the date of incident)** 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> Remove annually **(from the date of incident)** provided no further incidents.	<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.

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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 may appeal “Not Met” ratings on their performance evaluations.

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 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

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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 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

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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 shift, 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

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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 per contract year.

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 Human Resources Class & Comp Division will meet monthly with Unit 3 leadership to discuss issues related to classifications brought forward as a result of the 2023 citywide classification and compensation study.

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,

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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 30 days prior to elimination of any Unit 3 positions. **Notice in writing shall be given to the Union prior to the City doing RFP if it involves Unit 3 employees.**

The parties agree that they will continue to work together in a mutual effort to address the concern of the erosion of the bargaining unit. As a pilot program for 2024 and 2025, the Division of Labor Relations will meet with the unit on a periodic basis, but not less than twice per year, to discuss any concerns.

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.

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

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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 an 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 an 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

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

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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.

   Labor Relations shall, within 10 calendar days of receipt of the appeal, schedule a **Grievance Committee** 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 **which may be extended upon mutual agreement**. 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.

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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 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

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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 Steps 2 and 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 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.

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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 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

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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.

8. Requirements:

   The independent arbitrator selected by the parties pursuant to this article will be bound by the following:

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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 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.

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.

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.

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

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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.

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.

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.

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Section 3-1: Wages

A. The economic value of **a non-continuous payment equal to 2.5% of base wage** will be paid as follows:

1. **A non-continuous payment of $1,480.00 for each full-time employee and $554.00 for each part-time employee to be paid out on the first full pay period in August of 2024**.

B. **Limited Reopener for FY 2025-2026: If the City projects revenues will exceed $1,750,000,000 for Fiscal Year 2025-2026 in the forecast that is presented to City Council in February 2025, the parties shall reopen Section 3-1 of this agreement for the sole and limited purpose of Meeting and Conferring, in February 2025, over base wage increases, if any. Unless held invalid by operation of law or by a final judgment of any tribunal of competent jurisdiction, all other terms and conditions of this MOU shall remain in full force and effect during any such reopener and throughout the duration of this 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 the following Productivity pay formula for unit members:

1. a) Pay Benefits for those unit employees receiving payments during the prior fiscal year:

On July **8**, **2024** (paid July **26**, **2024**), **November 25, 2024 (paid December 13, 2024), July 7, 2025 (paid July 25, 2025),** and November **24**, **2025** (paid December **12**, **2025**), unit employees 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 July **8**, **2024** (paid July **26**, **2024**), **November 25, 2024 (paid December 13, 2024), July 7, 2025 (paid July 25, 2025),** and November **24**, **2025** (paid

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December **12**, **2025**), 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**.**

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:

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. The Union President may bring recommendations for Special Merit Increases to a Department Head for consideration on behalf of unit employees.

I. 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

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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 **C** for examples.

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 "**B**."

   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.

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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.

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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

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.

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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.

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.

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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.

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.

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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

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: Compensation for Approved Training

Any Communication Dispatcher assigned to the Aviation or Fire Departments and Police Communications Operator 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

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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.

Flextime- 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

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.

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. Excluding employees of Parks or City Clerk, part-time employees who have one permanent work location 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).

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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.

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

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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.

   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.

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ARTICLE 5: Benefits

Section 5-1: Health Insurance

A. 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%.

B. The City agrees to the continuation of a Healthcare 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. The City will maintain 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. All Unit 3 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

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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.

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). **The City expanded the Post Employment Health Plan (PEHP) program in 2023 to include City employees who are enrolled as a spouse/qualified domestic partner (QDP) on another employee's City medical plan, and who are otherwise eligible for PEHP. Spouse/QDP PEHP is not applied automatically – please review the current benefits book for enrollment rules. PEHP payments are prospectively applied once enrollment procedures have been met.**

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.

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.

At a minimum, the plan shall **include a PPO option that consists** of **100**% payment of reasonable and customary **covered** charges for preventive and **preventive-related** diagnostic services, **and 80% payment of reasonable and customary covered charges for** basic services, and major services. **The City shall retain a plan option that includes** an **adult** orthodontia benefit **with** a maximum lifetime benefit of **up to** $**4,000** per person. **Dental plans may be** subject to 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 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 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

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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.

Upon receipt of invoice, the City will reimburse the Union up to $6.00 per month per full-time unit employee for premiums and reasonable administrative costs incurred by the Union sponsored life/long term care insurance benefit. Labor Relations must approve all associated administrative costs prior to reimbursement; however, approval will not be arbitrarily withheld.

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

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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
Juneteenth Day	**- June 19**
Independence Day	- July 4
Labor Day	- First Monday in September
Indigenous Peoples' Day	**- Second Monday in October**
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

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

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**In the last three years of service an additional 80 hours may be carried over into a new calendar year.

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 **ending December 31st**.

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 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.

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 assigned to Fire Dept.	$1150 per annum
Fire Prevention Specialist assigned to other depts	$725 per annum
Court Security Officer	$725 per annum
Fire Emergency Dispatcher/Lead	$725 per annum
Municipal Security Guard	$725 per annum (Part-time employees receive 80% of full-time allowance ($580) in Library Dept only)

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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 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.

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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
   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, with a minimum of 30 calendar days notice of its intent. The Union may at any time request the Labor-Management Committee meet to discuss changes and modifications to the current uniforms.

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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.

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 2023-2024 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 $225 to attend one-day, in-state, city-related seminars/training and city-related memberships.

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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.*

    *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

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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.

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.

In FY 2024, the City and the Union will meet and discuss changing sick leave codes (e.g., BN, BO, BI, BE).

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.

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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 **100** jointly approved copies.

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, **2024** through June 30, **2026** 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.

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 notify the Union of any changes in Personnel Rules and/or new or revised Chapter 2 Administrative Regulations (ARs) affecting unit employees.

   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
   2.34 Transitional Work Policy
   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

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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, 2024

_____
Frank Piccioli, President, AFSCME Local 2960

_____
Jason Perkiser, Assistant Human Resources Director, Labor Relations, City of Phoenix

_____
Jeffrey Barton, 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 Piccioli, President	Jennifer Grøndahl, Deputy Human Resources Director
Debra Novak-Scott	Martin Whitfield, Parks and Recreation Department
Angie Hernandez	Jesse Cooper, Police Department
Kanika Jones	Michael O'Shaughnessy, Aviation Department
Michelle Newcomb	Lorizelda Stoeller, Public Works Department
Jose Vejar	Jeff Schripsema, Fire Department
Georgia Leon	Angie Varela, Deputy Human Resources Director
Karen Roberts	Chad Morton, Human Resources (Coordinator)
Sonya Alva	Brianna Soto, Human Resources (Scribe)
Lisa Lerma	

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ATTACHMENT A

DEPARTMENTS REPRESENTED BY AFSCME LOCAL 2960

Aviation

City Clerk

Community & Economic Development

Phoenix Convention Center

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

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.

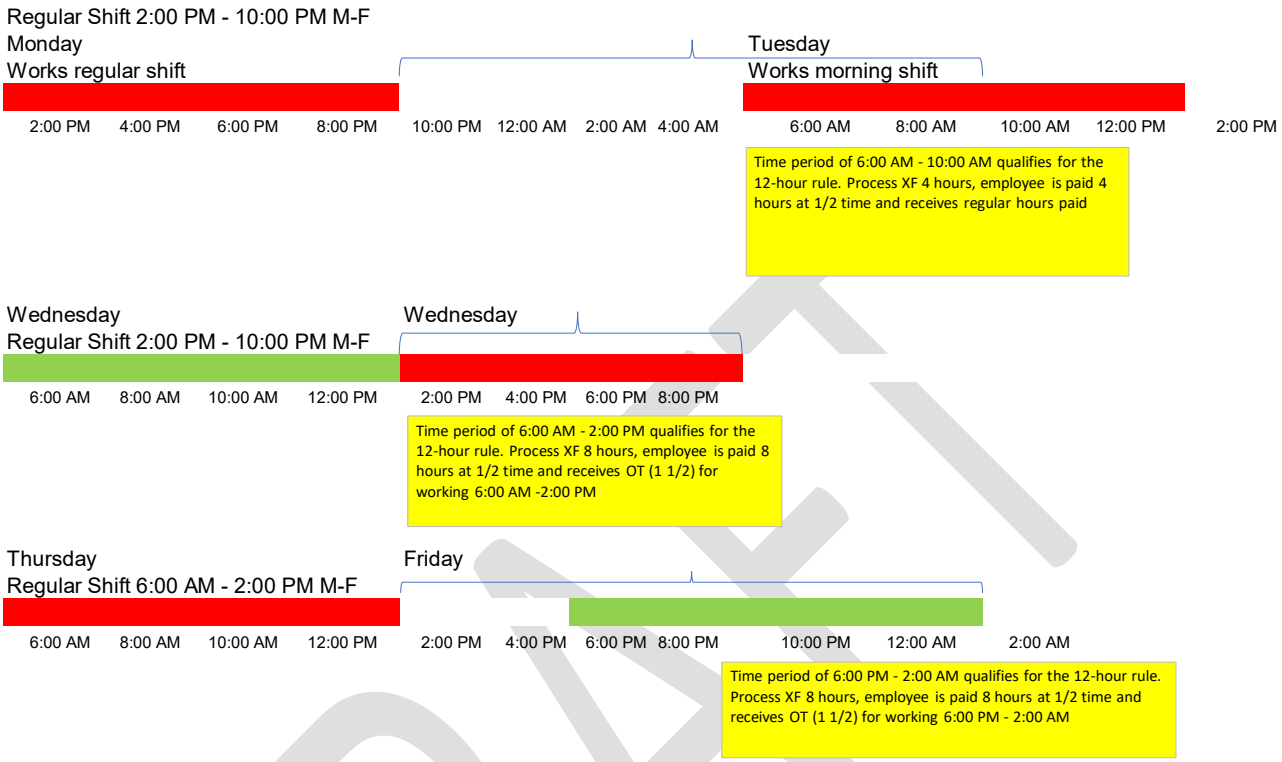
Where budgetary, staffing, or grant limitations have been placed on the authorization, use, disbursement or payment of such funds by the City Manager, Department Head or their designated representatives, or where the terms and conditions for the receipt and/or utilization of any federal, state, or local 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 C

12-Hour Rule Examples



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This document was printed by employees represented by AFSCME Local 2960

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 29

Public Comment on Proposed MOU Between City of Phoenix and Phoenix Law Enforcement Association, PLEA (Unit 4)

Request for City Council to receive public comment on the terms of the proposed Memorandum of Understanding (MOU) (**Attachment A**) with the Phoenix Law Enforcement Association, PLEA (Unit 4).

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 Assistant City Manager Lori Bays and the Human Resources Department.

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

2024 – 2026

CITY OF PHOENIX

AND

PHOENIX LAW ENFORCEMENT ASSOCIATION

REPRESENTING UNIT 4 EMPLOYEES

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Preamble

WHEREAS the parties, through their designated representatives, met and conferred in good faith pursuant to Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code in order to reach agreement concerning wages, hours, and working conditions of employees in the Police Officers Unit, and

WHEREAS the parties hereby acknowledge that the provisions of this 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 limited herein,

NOW THEREFORE, it is agreed that this Memorandum of Understanding (hereinafter "Memorandum") shall be submitted to the City Council of the City of Phoenix for its consideration.

ARTICLE 1: Rights

Section 1-1: Purpose/Gender

Wherever 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 1-2: City and Department Rights

A. The Association recognizes that the City and the Police Chief retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the City's law enforcement activities are conducted, managed, and administered, and the Association recognizes the exclusive right of Police Chief to establish and maintain departmental rules and procedures for the administration of the Police Department during the term of this Memorandum provided that such rules and procedures do not violate any of the specific express provisions of this Memorandum.

B. The City and Police Chief have the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City.

C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.

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D. The Police Chief and City Manager reserve the right to discipline or discharge employees for just cause, defined as follows, pursuant to the Civil Service laws. The City reserves the right to lay off personnel of the Department.

1. The employer informed the law enforcement officer of the possible disciplinary action resulting from the officer's conduct through agency manuals, employee handbooks, the employer's rules and regulations, or other communications to the officer or the conduct was such that the officer should have reasonably known disciplinary action could occur.

2. The disciplinary action is reasonably related to the standards of conduct for a professional law enforcement officer, the mission of the agency, the orderly, efficient or safe operation of the agency, or the officer's fitness for duty.

3. The discipline is supported by a preponderance of evidence that the conduct occurred.

4. The discipline is not excessive and is reasonably related to the seriousness of the offense and the officer's service record.

E. The City and the Police Chief shall determine assignments and establish methods and processes by which assignments are performed. This is not grievable under the MOU.

F. The City and Police Chief shall have the right to transfer employees within the Police Department in a manner most advantageous to the City. This is not grievable under the MOU.

G. Except as otherwise specifically provided in this Memorandum, the City and the Police Chief retain unqualifiedly all rights and authority to which by law they are entitled.

H. The City shall have the authority without prior meeting and conferring to effect reorganizations of the Police Department.

I. The Association recognizes that the City has statutory and Charter rights and obligations in contracting for matters relating to municipal operations.

J. The Association pledges cooperation to the increasing of departmental efficiency and effectiveness. Any and all rights concerning the management, organization, and direction of the Police Department and the police force, including those set forth in this Memorandum, shall be exclusively the right of the City and the Police Chief unless otherwise provided by the express terms of this Memorandum as permitted by law.

K. The inherent and express rights of the City and the Police Chief, including those herein specifically referred to, which are not expressly modified or restricted by a

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specific provision of this Memorandum, are not in any way, directly or indirectly, subject to the Grievance Procedure herein.

Section 1-3: Rights of Association

A. The Association, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Police Officers Unit as described in the City Code.

Under no circumstance shall the department create or request unit members to sign or agree to individual employment contracts without mutual agreement with the Association. Unit members will still be required to sign for receipt of materials.

B. Union Release:
The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The City and the Association have negotiated six 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 unit employees during administrative investigations and grievance/disciplinary appeal meetings with management; participating in collaborative labor-management initiatives that benefit the City and the unit members; serving on Police Department task forces and committees; facilitating effective communication between City and Department management and unit employees; assisting unit members in understanding and following work rules; and administering the provisions of the Memorandum of Understanding. The cost to the City for these release positions, including all benefits, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits.

1. Full-Time Release Positions:

    a. The 6 full time release positions shall be sworn, full time, paid police officers of the Phoenix Police Department, who will at all times remain qualified to perform such duties as are normally expected and required of a municipal police officer in the City of Phoenix, Arizona. These 6 full time release positions will receive their regular salary including fringe benefits, and the employer shall make all employer contributions to the Public Safety Personnel Retirement System required by law so as to maintain their full eligibility under the Public Safety Personnel Retirement System.

    b. The 6 full time release positions shall participate in all appropriate training requirements necessary to maintain membership in the department, including all training mandated by the Arizona Peace Officers Standards and Training Board (AZ POST).

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c. The 6 full time release positions agree to be bound by the City's and the Police Department's rules, regulations, and operations orders, including but not limited to proper notification when utilizing sick or vacation leave. The full time release employees may be subject to disciplinary action for violations of any such rules, regulations, general or operations orders.

d. The 6 full time release positions may work supplemental overtime shifts consistent with the processes and policies set in place by the Phoenix Police Department for all sworn police officers. Employees will submit all overtime slips to their current supervisor to ensure that overtime is being used appropriately.

2. Association Representatives:

The Association may designate up to 42 representatives and shall notify the Police Chief and Labor Relations in writing of such designations as they occur. There shall be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations or as changes occur.

Every quarter, PLEA will provide a list of stewards that will be posted.

a. Up to two PLEA representatives may, when the Association is designated by the unit member as his representative, attend mutually scheduled grievance meetings, Use of Force Boards, Disciplinary Review Boards, IRP Meetings, and hearings with department representatives and hearings scheduled and conducted by the Civil Service Board without loss of pay or benefits. Up to two PLEA representatives may attend hearings with the department representative if more than one department representative is in attendance. Paid release time used for any other purposes, such as gathering information, interviewing the grievant/appellant or witnesses, or preparing a presentation shall be charged against the bank of release hours as described in Section 1-3 D. PLEA representatives are required to obtain the permission of their non-unit supervisor to absent themselves from their duties to attend scheduled meetings and provide representation.

b. When new work units, precinct(s)/bureau(s) are created, the Association may designate up to 1 additional representative per bureau and up to 3 additional representatives per precinct. The increased number will be consistent with current practice and will be based solely on the addition of new work unit(s). Any deviation from the above will be discussed at a Labor-Management meeting.

3. Bank of Release Hours:

A bank of 1,859 hours of paid Association release time shall be created per M.O.U. year for use by the Association to engage in legitimate Association business. PLEA will utilize best efforts to provide advanced notice of the use of

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these hours to Labor Relations so the affected chain of commands can be notified. In all instances, PLEA will provide Labor Relations with notice of hours used. The cost to the City for these release hours, including fringe, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits. Examples of how these hours are used by the Association include:

a. For Executive Board members to attend meetings of the Executive Board, meetings of the general membership, and for preparation for negotiations pursuant to Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code.

b. For unit members to attend seminars, meetings, training classes and conferences so that representatives better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation.

c. For Association representatives to communicate with members, investigate grievances or prepare for hearings. A PLEA representative wishing to enter a work area for the purpose of investigating a formal grievance must first gain the permission of the work area supervisor. This permission will not be unreasonably withheld, giving proper consideration to essential work of the department and the occupational safety of the PLEA representative. When requesting a meeting with the work unit/site supervisor, the PLEA representative will inform the supervisor of the purpose of the meeting. PLEA representatives will attempt to schedule an appointment in advance whenever possible. One additional PLEA representative may be allowed to attend such meetings for training purposes.

   Approval for use of paid release time hereunder shall be subject to Departmental operational and scheduling factors. When using such paid time, Association representatives and members of the Executive Board shall give at least 24 hours written notice in advance.

   In recognition of the mutual benefit to both the City and the Association, a unit member using Association release time as defined by Articles in this MOU to conduct Association business shall be accorded all insurance-related benefits. Approval of claims made for benefits will be determined on a case by case basis.

   Any hours used in excess of the bank must be approved by the Police Chief, the Labor Relations Administrator, and the PLEA president. The number of hours used in excess of the bank at the end of the contract term will be deducted from the bank at the start of the first year of the following contract. Unused hours will be carried over into the first year of the next contract.

C. The president may appoint a legislative representative for the Association if the legislative representative is registered with the Secretary of State as a lobbyist and

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if the legislative representative has agreed to work with and assist the city's legislative lobbyist. The legislative representative shall receive 500 hours of release time per MOU year.

D. A member of the Executive Board of the Association, or a designated PLEA representative, will, with the approval of the Police Chief or his designee, subject to 24 hours written notice in advance, be authorized to engage in Association related activities during City work hours on a non-paid basis. Approval for such authorization for more than 2 Executive Officers or Board members of the Association or designated shift representatives is subject to 48 hours written notice in advance. Approval for use of unpaid time hereunder shall be subject to Department operational and scheduling factors and administration control as to usage of such time, but shall not be arbitrarily withheld. There shall be no use of official paid time for Association related activities under this paragraph.

E. Upon the Association's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, during the term of this Memorandum, upon request, the City shall furnish to the Association bimonthly at no cost a listing of all unit members, indicating name, mailing address, phone number**, employee ID,** and assignment. The City will also provide a monthly list of employees added that month to Unit 4.

F. The City shall deduct monthly from the pay warrants of Association members the regular periodic Association membership dues and/or special assessments in accordance with Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code and pursuant to the City's existing dues deduction authorization form duly completed and signed by the Association member, and transmit such deductions to the Association on a monthly basis; except, however, that such deduction shall be made only when an Association member's earnings for a pay period are sufficient after other legally required deductions are made. The City shall, at the request of the Association, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change. The City shall not make dues deductions for unit members on behalf of any other employee organization as defined in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code during the term of this Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph.

G. The Association is authorized to use mutually agreed upon non-work areas in City facilities for pick-up by or distribution to unit members of official Association literature that is not political in nature, abusive of any person or organization, or disruptive of the department's operations, it being understood and agreed, however, that such activity shall not be done during the on-duty time of any unit member. The Association may, using its own resources, use the mailboxes at work locations to communicate with unit members. The association may use Inter-departmental mail to communicate with unit members on two occasions a year.

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H. The Association and the Department will jointly present a 4-hour Employee Wellness course to recruits who are expected to become sworn police officers. Immediately following, the Association will be allowed 1 hour to talk to and possibly sign newly sworn police officers into the Association and to explain the rights and benefits under the MOU. This time will be allotted prior to reporting for the first patrol training shift at the offices of the Association. The content of such information shall not be political in nature, abusive of any person or the Department or disruptive of the Department's operation. Curriculum will be jointly approved with the Training Bureau Division Chief.

I. 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 unit member'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 unit member's regular work shift in pursuit of benefits provided by this Article.

J. Any unit representative attending any IRP, DRB, UFB, DAC, or any other review board will be allowed to adjust their work schedule by an equal amount of time spent in the meeting. The adjustment will require the approval of the representative's supervisor with operational consideration. Approval will not be unreasonably withheld.

K. In the interest of encouraging continuing education for unit members, the department will mail to the Association president the AZ POST calendar and all other job related seminar notices it receives.

L. The Association will have 2 PLEA positions, designated in writing, on continuous paid stand-by for the mutual benefit of both the City and the Association to respond to critical incidents as needed. No member will be placed on stand-by if the member is not available for call-out. If call-out occurs, overtime will be paid in accordance with Article 3, Section 3.2.

M. Upon written request from the Association, the City will provide specific information pertinent to a written grievance, arbitration case, or Civil Service appeal. The City will also provide pertinent collective bargaining information. This material will be supplied to the Association at no cost.

N. To improve communication and relationships between labor and management, the Association will be allowed an opportunity to attend one mutually agreed upon briefing quarterly with each squad to discuss Association business and issues of mutual concern to labor and management. PLEA will utilize best efforts to provide advance notice of meeting.

O. The City values and benefits from the participation of Union leaders on citywide task forces and committees, Police Department 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

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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 960 hour bank of compensation for use by the full-time release positions each MOU year.

P. Unit members who are not Association members at the beginning of the last pay period in June of each year will receive 3.5 hours of vacation time, in addition to their normal annual accruals, credited to their vacation leave bank on the second paycheck in August of that same year. Unit members who are not Association members at the beginning of the last pay period in December of each year will receive 3.5 hours of vacation time in addition to their normal annual accruals, credited to their vacation leave bank on the second paycheck in February of the following year.

The number of hours distributed to Unit members who are not Association members will be deducted from the leave banks described in Section 1-3, beginning with the Section 1-3(C) leave bank, then the Section 1-3(B)(3) leave bank, and then the Section 1-3(O) leave bank. If there are not enough hours in the leave banks to refund the hours to Unit members who are not Association members, the Association will reduce the number of full-time release positions for the remainder of the six-month period. The value of each reduced full-time release position will be converted to hours and credited to the Section 1-3(B)(3) leave bank.

The City will provide Unit members who are not members of the Association "opt in" forms, to be approved by the Association, allowing them to donate vacation leave to be deposited into the Section 1-3(B)(3) leave bank. At any time during the term of this MOU, any Unit member may request this "opt in" form in order to donate vacation time in the manner above-described.

Q. As the certified unit 4 bargaining unit, the Association will be notified electronically of Use of Force Boards and Disciplinary Review Boards at the time of scheduling.

Section 1-4: Rights of Unit Members

A. A unit member has the right to have the Association serve as their meet and confer representative as set forth in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code.

B. A unit member has the right to be represented by the Association in dealings with the City concerning grievances and matters pertaining to their individual employment rights and obligations.

1. If a unit member requests, representation will be allowed when the member is the subject of an administrative investigation by Professional Standards Bureau, any Police Department supervisor, or other City employee who is

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conducting an investigatory interview. The City will notify the Association who will obtain the most readily available unit Association representative, who must be a bargaining unit member. The unit representative will make every reasonable attempt to arrive within one hour from the time a phone is made available to the unit member. Management will make a concerted attempt to release the association representative giving the consideration of the departments' and the associations' scheduling concerns. The unit Association representative may make a request for a caucus prior to, during, or after the interview to bring to the investigator's attention issues which may be violations of the MOU as set forth in this Memorandum or questions outside the scope of the N.O.I. 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, speak on behalf of the employee, or prevent the employee from responding to a question. The Union 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 they are 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.

2. The interview session shall be a reasonable period of time, taking into consideration the gravity and complexity of the misconduct being investigated.

3. Prior to conducting an administrative interview, the City/Department will consider the necessity of interviewing a Unit Member who is impaired by alcohol or drugs. If the City/Department deems an immediate administrative interview is not necessary, it will/may be scheduled at a later time.

4. At the time of the scheduled interview by Professional Standards Bureau, a Police Department Supervisor, or other City Employee, the investigator will provide the unit member and / or their representative written notices of investigation informing the officer of the alleged facts that are the basis of the investigation and all relevant and readily available materials, including complaints (except for complaints that are filed with the employer and that include allegations of unlawful discrimination, harassment or retaliation or complaints that involve matters under the jurisdiction of the United States equal employment opportunity commission). Material format may include video,

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audio, reports, photographs, documents, and other materials in accordance with A.R.S § 38-1104(A)(2) in effect during the term of this agreement. Upon the request of either party, the parties shall meet and confer the impact of any changes to the provisions of A.R.S § 38-1104(A)(2) during the term of this agreement. All materials will be made available to the unit member and/or their representative in the draft investigation prior to the investigative review process (IRP).

For investigations related to critical incidents such as officer involved shootings, in-custody deaths, and/or police contract that result in serious physical injury or death, Body Worn Camera (BWC) video will be made available to a unit member prior to their administrative (PSB) interview if the unit member first completes the criminal interview process with criminal investigators. The parties understand that there are inherent limitations to BWCs and memory. They also recognize that the inability to review BWC video can impact reporting accuracy.

During the course of the administrative investigation, the investigator will not knowingly misrepresent any fact or material issue to the unit member.

Prior to interviewing an involved employee, an Internal Investigation Material List form documenting what materials, the investigating supervisor or PSB investigator provided to the involved employee will be completed.

5. A unit member under investigation, and the association, will be notified in writing every 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.

6. When a draft investigation is provided to a Unit member, it will contain an explanation of the member's right to review the investigation within the time period provided in Ops Order 3.19 before signing the investigative review control form.

7. If changes are made to an investigation after an IRP, the unit member and representative will be provided with a revised draft of the investigation. The unit member will have up to 5 business days to review the revised draft, and may attach a rebuttal, before signing an IRC form.

8. If new information is added, outside what was discussed during the IRP, to the draft investigation, the member reserves the right to have an additional IRP to discuss the new information. The additional IRP will only be afforded to specifically discuss the added information, not to revisit items already discussed in the initial IRP. The additional IRP will be scheduled and completed within 7 calendar days, unless mutually agreed upon in writing prior to the deadline.

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9. As the certified bargaining unit for all unit 4 members, all finalized investigations will be provided to the Association monthly.

10. **Analyses completed by artificial intelligence systems or programs ("AI") will not be used as the sole basis for decisions related to Unit employee discipline or officer assignments.**

    The City must notify officers, in writing, of the artificial intelligence systems or programs ("AI") utilized by the City to review or analyze officer data, the specific data collected and analyzed by these systems, and how any analyses may be used.

    If an "AI" system that is implemented by the department produces or presents faulty data or misinformation related to officer reassignment or discipline; the department in consultation with the association may pause the utilization of the "AI" system. At that time the City and the association will reconvene to assess the issue and determine the appropriate action moving forward.

    Artificial intelligence is the simulation of human intelligence processes by machines, especially computer systems, to perform tasks requiring cognition, including, but not limited to, learning, reasoning, self-correction, and creativity.

C. A unit member has the right to present their own grievance, in person or by legal counsel.

D. Unit members are entitled to representation if an overall "Not Met" performance evaluation is appealed and is at the Executive Level (Assistant Chief or Chief) or when management has more than one representative at the meeting to discuss the appeal of the performance evaluation.

E.

1. A unit member covered hereunder shall, on their request and by appointment, be permitted to examine their departmental or divisional personnel file, in the presence of an appropriate supervisory official of the Department. The unit member may be accompanied by another person of their choosing. When a city directed work fitness/job performance medical evaluation process is completed, the city agrees to give the city doctor a release to give the information to the requesting employee.

2. No unit member shall have any adverse comments entered into their departmental or divisional personnel file without the member being informed by a supervisor. If the unit member requests, they may receive a copy of the adverse comment.

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3. A unit member may, at their discretion, attach rebuttal statements to any material contained in their departmental or divisional personnel file which may be adverse in nature.

4. 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):

   Final sustained discipline of suspension or higher of the following;

   - The employee has been abusive or threatening in attitude, language, or conduct towards fellow employees;
   - 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 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 committed an act of dishonesty;
   - The employee committed an act meeting the elements of a felony; or
   - The employee has committed a Class 3 violation of use of force.

5. A Supervisory Counseling is a documented warning presented to the employee for signature. The effective date for any applicable appeal will start from the date that the employee signs the Counseling.

6. Once a unit member has been disciplined, no further disciplinary action may be imposed for the same specific allegation during the same incident of misconduct. If a unit member has received a coaching for the same incident, it may be considered as a mitigating factor in the final determination of discipline. A unit member may be subjected to additional discipline if further investigation reveals additional allegations arising from the same incident.

F. A unit member and Association Representative shall have the right to appear before the departmental Disciplinary Review Board when disciplinary matters are brought before the Board involving the unit member.

1. The purpose of such appearance is to give the unit member an opportunity to respond to the assertions made against them.

2. 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,

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time, violation(s) and basis of each violation that has been sustained. In addition, the unit member, if they choose, may meet with their immediate supervisor along with the 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 they choose, may meet with the next supervisor in their chain of command. Such request shall be made in writing to the unit member's immediate supervisor. Also, the unit member, if they choose, may be accompanied by an Association representative at either meeting.

a. At the IRP 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.

3. The unit member under investigation may request a copy of the DRB information at no cost. The DRB information will be made available to the unit member or their representative at the same time the unit member is served with the DRB notice. Any written or electronic material to be presented by the employee or their representative to the DRB shall also be given to the department in a reasonable time. The information will be supplied electronically if possible; if not, it will be supplied in written form. In addition, the department will supply any audio/video tapes and computer graphics which have been produced.

4. The unit member may, at their discretion, appear before the Board with an Association representative of their choosing and may state the reasons why the proposed action is unjustified. The unit member and their representative may passively observe all presentations made to the board and all responses made to questions by board members. The unit member and non-board members will be excluded from the room during board deliberations.

5. The unit member may submit relevant written matter in support of their position.

6. If the unit member requests, representation will be allowed, consistent with Article 1, Section 1-4(B)(1) of this Memorandum, during Use Of Force Board (UFB) hearings. A unit Association representative will be allowed to observe all presentations made to the Board and all responses to questions by Board members.

a. At least 10 days prior to the convening of the UFB the unit member will be provided at no cost with a copy of all documentation concerning their involvement in the matter under investigation that is made available to the UFB Board members.

b. At the conclusion of the UFB, the Board Chair will verbally advise the unit member and representative of policies violated that support the

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recommendation. The unit member and representative will also be provided a copy of the UFB recommendation submitted to the Chief within 3 business days.

c. The Association has the right to meet with the Police Chief, or designee, within 7 business days of the board's decision, as scheduled by the Police Chief's office, to discuss an "out of policy" recommendation by the UFB before a final decision is rendered.

7. A unit member will be provided written notice of a Loudermill hearing at least 5 working days before the scheduled hearing along with copies of all supporting documentation. This is to ensure the member will have a meaningful opportunity to prepare for the hearing. The unit member may submit written information for the Chief's consideration in advance of the hearing. At the hearing, the unit member may present any information the member deems relevant, including one character witness to provide a statement. The witness will not read written statements submitted by others.

   a. The timeline for written notice of a Loudermill hearing resulting from an arrest for a felony crime under color of authority will be at the discretion of the Police Chief.

8. In recognition of the mutual benefit to both the city and the unit member, suspensions MAY BE served under the following time limits, at the unit member's option. Unit members may serve suspensions of more than 40 hours on an alternating weekly schedule. The city retains the option to deviate from this provision for suspensions involving sexual harassment, violence in the work place, felonies, and drugs/alcohol.

G. A unit member under investigation by Professional Standards Bureau or a Police Department supervisor for a disciplinary matter that may lead to a written reprimand, suspension, demotion, or discharge, and who is interviewed or interrogated, or requested to produce any documentation, shall be given a written Notice Of Investigation (Form 80-58DB) informing them of the specific nature of the investigation, their status in the investigation, and all known allegations of misconduct involved in the interview of the unit member. In addition, the unit member and/or the Police Department supervisor/Professional Standard Bureau 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. In the event that the investigator intends to segment the interview or the interrogation, the NOI will inform the member of the specific nature and all known allegations pertaining to the portion or portions of the investigation being covered by the segmented Notice of Investigation.

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1. A copy of the signed and dated Notice of Investigation will be given to the unit member prior to the beginning of the interview. The unit member shall have the right to retain the NOI for their use throughout the entire course of the interview.

2. The unit member will be provided a copy of all the interview/interrogation in digital media format.

3. If any unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an attorney functioning within the attorney-client relationship. In addition, if an accused unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an Association representative, who may discuss the matter only with the grievance chairman/Association president or their designated representative. Once the investigation is completed, any unit member may speak with an Association representative regarding the incident. When the investigation is completed, the accused unit member will be notified in writing of the findings. A unit member under internal or administrative investigation may be reassigned (may include reassignment to their home), until the completion of the investigation.

4. If during the course of the above mentioned investigation, information is learned concerning additional misconduct on the part of the unit member being interviewed, an NOI will be issued to the unit member prior to the unit member being questioned about the additional misconduct information.

5. Investigations alleging serious misconduct and/or issues of veracity will be investigated by Professional Standards Bureau (PSB) or other appropriate City entity.

6. Notification regarding the general nature of a Professional Standards Bureau (PSB) interview at the time of scheduling will be left at the discretion of the PSB Commander.

7. If any additional NOI's are served during the course of a misconduct interview where a PLEA representative is not present (has not been requested), a break in the interview of up to 1 hour will be granted (if requested) for the employee to obtain a PLEA representative.

8. The unit member or the unit member's representative may make a request to the Chief, or their designee, in unusual circumstances such as a unit member's extended duty or hospitalization, to delay the PSB interview for up to 24 hours after a critical incident.

9. A unit member will not be terminated for the sole reason of having been served with an order of protection or injunction against harassment unless that court order precludes the officer from performing their essential functions, including but not limited to carrying a firearm; until appeal processes have been exhausted.

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H. 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 unit member'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 unit member's regular work shift in pursuit of benefits provided by this Article.

I. The affected employee attending any IRP, DRB, UFB, DAC, Grievance meeting, Civil Service Appeal, or any other review board while off duty shall be allowed to adjust their work schedule by an equal amount of time spent in the meeting. The adjustment will require the approval of the unit member's supervisor, with operational considerations. Approval will not be unreasonably withheld.

J. 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 3 hours to consult with an Association representative.

K. A unit member who receives a written reprimand will be provided a copy of the official documentation, if any, supporting the written reprimand at the time the unit member receives the reprimand.

L. If the Driving Analysis Committee sends a case to the DRB for review, the unit member will receive a copy of the facts supporting the DAC position upon request. Prior to the DAC review, unless the unit member declines, an IRP will be completed with the unit member's commander.

M. In accordance with the terms outlined in Section 1-4.E.4, a unit member seeking an "at request" transfer will only have discipline of a relevant nature considered in the determination of the transfer using the following prescribed time frames. The class will be determined by the finalized PSB investigation.

Written Reprimands:	12 months from date of NOI
Class I Discipline:	12 months from date of NOI
Class II Discipline:	18 months from date of NOI
Class III Discipline:	24 months from date of NOI

N. If an employee is not given their performance evaluation by the annual review date, the employee may request the merit increase in writing by sending a memorandum directly to the Human Resources Officer in the Fiscal Management Bureau. If the performance evaluation is an overall "met," the request will be processed within 21 calendar days of submittal and will be retroactive to the performance evaluation annual review date.

O. Unit members will not be excluded from applying and/or competing in a transfer process based solely on a pending investigation. The investigation is no longer considered "pending" once the NOF has been served to the member. However, the transfer process will not be delayed pending the conclusion of the related

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investigation. If a unit member is passed over for transfer based on the pending investigation, he/she may be eligible for the next available opening depending upon the outcome of the investigation.

P. An association member, or the association at the request of the member, may request the opportunity to discuss a good-of-the-department transfer decision with the member's Division Commander. The Division Commander will make him/herself available, but the transfer action will not be delayed based on this provision. This provision does not apply to transfers made to adjust staffing levels, reduce staff in a specific area or other similar operational need.

Q. A unit member or their representative may request the opportunity to discuss and review a transfer that is the subject of a grievance with the Chief or their designee. The Chief or their designee shall make themselves available to discuss, but the transfer action will not be delayed based on this provision. The transfer action could be delayed or reversed at the discretion of the Chief or their designee. (This paragraph does not apply to at-request transfers or transfers based on a selection process).

R. If the City overpays a unit member for any reason, the money will be recovered at the same rate at which it was paid unless total amount is less than $250.00, at which the entire amount may be recovered in one lump sum.

S. Progressive Discipline time periods will be based on date of the NOI.

Section 1-5: Prohibition of Strike and Lockouts

A. The Association and the unit members covered by this Memorandum recognize and agree that rendering of police services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and to do so would endanger the health, safety and welfare of the citizens of the City of Phoenix.

B. The Association pledges to maintain unimpaired municipal services as directed by the City. Neither the Association, nor any unit member, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions and obligations of the City or the Department. During the term of this Memorandum neither the City nor its agents for any reason shall authorize, institute, aid or promote any lockout of unit members covered by this Memorandum.

C. Should any unit member during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Section 1-5B, the City Manager or his designee shall immediately notify the Association that a prohibited action is in progress.

D. The Association shall forthwith, through its executive officers and other authorized representatives, disavow said strike or other prohibited action, and shall notify in

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writing all Association members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification shall be delivered to the office of the City Manager. In addition, the Association shall order all unit members violating this Article to immediately return to work and cease the strike or other prohibited activity. Such order shall be delivered both orally and in writing to all unit members violating this Article with copies of the written order to be delivered to the office of the City Manager.

E. Penalties or sanctions the City may assess against a unit member who violates this Section shall include, but not be limited to:

1. Discipline up to and including discharge.

2. Loss of all compensation and benefits, including seniority, during the period of such prohibited activity.

F. Should the Association during the term of this Memorandum and until such time that it is expressly and legally rescinded, breach its obligations under this Section, it is agreed that all penalties set forth in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code, shall be imposed on the Association, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.

G. Nothing contained herein shall preclude the City from obtaining judicial restraint or from seeking damages from the Association, in the event of a violation of this Section.

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**,** unit members who believe that they have a bona fide grievance will discuss and attempt to resolve it with the appropriate lowest level of supervision.

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2. If the above informal discussion is held and does not resolve the grievance, 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) regarding the specific express terms of this Memorandum for which there is no other specific and formal method of review. However, disputes specifically excluded in other Articles of this Agreement from the Grievance and Arbitration procedure shall not be construed as within the definition set forth above and shall not be handled in accordance with this procedure. It is agreed that such excluded disputes are not grievable or arbitrable under the terms of this Article or under this contract.

2. The City continues to retain the format used for 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.

4. The City is not under any obligation to accept grievances where the City Manager has previously decided on the same fact pattern.

C. Procedure

All grievances covered by this Article shall be handled exclusively in the following manner:

A grievance must be reduced to writing, citing the specific Article and Section of this Memorandum alleged to have been violated.

1. 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 Commander/Administrator, or designee, within 14 calendar days of the initial commencement of the occurrence being grieved.

The Commander/Administrator, or designee, may investigate, further consider, and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written mutual agreement may move the grievance to Step 2 of the grievance procedure.

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2. Step 2

   If the written response of the Step 1 does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to the division head, or designee within 14 calendar days of the grievant's receipt of the Step 1 response.

   The division head, or designee, may further consider and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written agreement may move the grievance to Step 3 of the grievance procedure.

3. Step 2.5

   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.

4. Step 3

   a. If the written response of the Step 2 (or 2.5 if applicable) does not result in a resolution of the grievance, the grievant may, within 14 calendar days of the Step 2 response, appeal the grievance by signing and completing the City form and presenting it to Labor Relations. A Grievance Committee hearing will be scheduled at which the grievant shall be afforded the opportunity to fully present his position and to be represented.

      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 another union, other than the Grievant's, representing employees with the City of Phoenix.

      The Grievance Committee shall submit findings and advisory recommendation(s) to the City Manager. The City Manager shall make the

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final determination of the grievance and submit it in writing to the grievant and his designated representative.

b. If the grievant so elects in writing within the above time limit, in lieu of such 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 7 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 be bound by the language of this Memorandum and departmental rules and regulations consistent therewith 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.

   iv. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

   The arbitrator shall submit findings and advisory recommendations 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.

D. Time Limits

Failure of City Management representatives to comply with time limits specified in Paragraph 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 of the deadline.

E. Union Grievance

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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 1-3 of this Memorandum. The Union shall file such grievance at Step 3 of this Procedure.

F. 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 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 Grievants. Each unit member that is a party Grievant must be named in such group grievance.

G. Employer Grievances

Should they occur as a result of official Union activities or actions, including the failure to act as required under the terms of this Memorandum, employer grievances will be presented directly to the Union president or any officer of the Union within 14 days of the occurrence prompting the grievance. The president, or designee, shall in each case provide a written answer within 14 days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step 3 so long as the City pays the cost of the arbitrator.

Section 2-2: Labor-Management Committee

A. There shall be a Labor-Management Committee consisting of up to 6 representatives of the Association and up to 6 representatives of the Department and City. The purpose of the Committee is to facilitate improved Labor-Management relationships by providing an informal forum for the free exchange of views and discussions of mutual concerns and problems as distinguished from meeting and conferring.

B. The Committee shall meet as needed by union request, quarterly at mutually scheduled times. Parties may mutually agree to meet more frequently.

C. Representatives of the Association on the Committee who are unit members shall not lose pay or benefits for meetings mutually scheduled during their duty time up to a maximum of 3 hours per unit member per meeting.

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

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E. For a unit member whose regular shift is other than Shift 1, 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 City management or the Police Chief or designee.

Section 2-3: Resolving General Complaints

In the spirit of continually developing good labor-management relations all parties are encouraged to address general complaints at the lowest level of management in attempt to seek resolution before escalating issues up the chain of command.

ARTICLE 3: Compensation/Wages

Section 3-1: Wages

A. **Unit 4 employees will receive a non-continuous payment equal to the economic value of 2.5% of their base wage to be paid out on the first full pay period in August of 2024.**

B. **Limited Reopener for FY 2025-2026: If the city projects and revenues will exceed $1,750,000,000 for the Fiscal Year 2025-2026 in the forecast that is presented to the City Council in February 2025, the parties may reopen Section 3-1 of this agreement for the sole and limited purpose of Meeting and Conferring, In February 2025, over base wage increases, if any. Unless held invalid by operations of law and or by final judgment of any tribunal of competent jurisdiction, all other terms and conditions of this MOU shall remain in full force and effect during any such reopener and throughout the duration of this MOU**.

C. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Pilot in Command, shall be placed at step one of Police Officer*Pilot, Job Code 62211, in the pay schedule outlined in Attachment C.

D. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Rescue Qualified Pilot or PC12 Qualified Pilot, shall be placed at step one for Police Officer*Rescue Pilot, Job Code 62212, in the pay schedule outlined in Attachment C.

E. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Unit Certified Flight Instructor, shall be placed at step one of Police Officer*Flight Instr, Job Code 62213, in the pay schedule outlined in Attachment C.

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F. A unit member assigned to the Air Support Unit, and who has achieved and maintained the qualification level of Chief Pilot, shall be placed at step one of Police Officer*Chief Pilot, Job Code 62214, in the pay schedule outlined in Attachment **C**.

G. Unit members assigned to one of the four described Air Support assignments may only qualify for and receive pay for one pay step at a time. Example: A unit member qualified as a Unit Certified Flight Instructor and receiving pay at pay step one of Job Code 62213 shall not receive the premium pay for any other pay step the unit member may also qualify for.

H. Unit members designated as Team Leaders on SAU squads will receive an additional 5% base hourly rate of pay while assigned to this position.

I. 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.

J. When a conflict arises between the Pay Schedule attached hereto as Appendices and the Pay Ordinance due to mathematical, typographical, or printing error, the Pay Ordinance shall be the controlling authority.

K. It is the intent of the parties to permanently move the effective date of any wage increase to the start of the first pay period in July.

L. Lateral Pay:

A Lateral Police Officer will be placed into the pay step one below where a City of Phoenix Officer would be placed with the same time in service when their previous agency has 250 or more allocated sworn positions. (I.E. 5 year lateral officer would be placed in step 4.)

A Lateral Police Officer will be placed into the pay step two below where a City of Phoenix Officer would be placed with the same time in service when their previous agency has less than 250 allocated sworn positions. (I.E. 5 year lateral officer would be placed in step 3.)

Section 3-2: Productivity Enhancement Pay

In recognition of dedicated public service and overall performance, the City agrees to implement the following Productivity Enhancement Pay formula for unit members:

A. Pay Benefit:

1. In December **2024**, **June 2025, December 2025,** and June **2026**, a unit employee who has completed at least 7 years of continuous full-time service and who meets the additional qualifications specified in this Article shall receive

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$80, pro-rated and included each pay period in the qualifying unit member's regular pay check, for each full year of continuous full-time service in excess of 6 years, up to a semi-annual maximum of $1,040, annual maximum of $2,080 at 20 years.

2. In December **2024**, **June 2025, December 2025,** and June **2026**, a unit employee at 20 years and one day of continuous full-time service shall receive $125, pro-rated and included each pay period in the qualifying unit member's regular pay check, for each full year of continuous service in excess of 6 years, up to a semi-annual maximum of $2,000, annual maximum of $4,000 at 22 years or more.

B. Qualifications:

1. A unit member must have completed at least 1 year of continuous full-time service at the top step in his classification. Employees in step 8 as of July 8, 2002 will receive Productivity Enhancement Pay when they reach one year at step 8 and maintain their Productivity Enhancement Pay eligibility when they move to step 9. Employees in step 7 or below as of July 8, 2002 will be required to complete one year at step 9 to be eligible for Productivity Enhancement Pay.

2. **A** unit member must have completed 7 years of continuous full-time service. A unit member who has continuous, full time City service in another classification(s) may apply that time to the 7 year requirement.

3. A unit member must have achieved the overall performance rating of meets standards or better on his latest scheduled performance evaluation on file in the Human Resources Department.

4. A unit member who receives a less than meets standards rating may appeal that rating by memo through his chain of command to the Police Chief. A unit member's eligibility shall be reinstated once the unit member receives a scheduled or unscheduled performance rating that meets standards.

5. A unit member must be on full-time active status. A unit member 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 unit member returns to active employment.

C. Terms of Payment:

1. The City will make adjustments to an employee's Productivity Enhancement payment within 30 days of the qualifying date.

Section 3-3: Training Pay

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A. Field Training Officers (FTOs) whom the department selects to conduct department-approved officer field training; will receive an additional 5% of their base hourly rate of pay for every day they are assigned to an officially authorized field training position.

B. Field Training Officers who train in place or unit member assigned to train an O.I.T. in traffic/DUI enforcement will receive 5% base hourly rate of pay for every day the unit member actually trains.

C. Unit members assigned to the Canine Unit, who have achieved and maintain the qualifications for the position of Canine Unit Trainer, will receive an additional 5% of their base hourly rate of pay for every day they are assigned to an officially authorized Canine Unit Trainer Position. The following is a list of requirements to receive payment as a Canine Unit Trainer:

1. The unit member must be, or be designated by the Department to become, certified by an outside association to train police service dogs. The certifications include patrol, narcotics detection and/or explosive detection.

2. Training being provided must include basic level training for canines and handlers assigned to the unit. This section is not meant to include a canine handler training only his or her assigned canine; it is meant for those who provide basic and in service training to other canine teams in the unit.

3. An officially authorized Canine Unit Trainer Position must include responsibility for proper written evaluation of each canine and handler being trained.

D. Detectives whom the department selects to conduct department-approved new Detective training; will receive an additional 5% of their base rate of pay for every day the Detective is training.

Section 3-4: Compensation for Interpreting and Translation by Sworn Police Officers

A. Purpose

1. This regulation is written to provide guidelines for adjusting the compensation of sworn police officers who are authorized and required by a sworn police supervisor to utilize a language other than English, including sign language, to conduct an official Police Department function or activity.

2. This compensation shall be for police-related functions or activities in which the unit member is called upon to interpret in addition to their normal assigned duties.

B. Payment Authorization

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Compensation provided for by this regulation shall be given only when approved by a sworn police supervisor prior to the actual interpretation or translation.

C. Performance Activities Approved for Special Compensation

1. Verbal interpretation, in excess of 7 consecutive minutes per occurrence, while conducting any assigned formal police function or activity.

2. Written translation, in excess of 7 consecutive minutes per occurrence, while conducting any assigned formal police function or activity.

3. Signing interpretation and translation, in excess of 7 consecutive minutes per occurrence, while conducting any assigned formal police function or activity.

D. Compensation

A unit member who meets linguistic skills qualifications, as determined by a management review panel, or in the case of sign language determined by presenting certification recognized by the Arizona Commission for the Deaf and Hard of Hearing (ACDHH), shall be paid a premium of $10.00 per hour calculated to the nearest 1/4 hour, in addition to his base hourly rate, for each hour he is engaged in assigned and authorized interpretation, translation, or signing activities.

Consistent with Section 5-10, 3 of this Memorandum and A.R. 2.51, employees are eligible to use the seminar and professional membership portion of their reimbursement benefit for the ACDHH certification.

E. Supervisory Authorization

Authorization must be provided by a sworn police supervisor in each case. Written notification which includes a listing of the specific time periods for which the premium payment is sought along with signatures of the unit member and the appropriate supervisor should be forwarded to the Police Department's Fiscal Management Bureau before the end of the pay period in which the additional duty occurred.

Section 3-5: Overtime

A. Overtime is defined as time assigned and worked beyond the regularly scheduled 40 hour work week or 8 hour work shift, or 10 hour work shift if a 4 day work week is implemented. Duly authorized paid leave shall be considered as time worked for purposes of the regularly scheduled work week. This provision shall not apply to unpaid leave.

B. Overtime shall be worked and shall be allowed if assigned by the Police Chief or his designees.

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C. Overtime work will be compensated in either cash or compensation time at 1-1/2 times the regular rate of pay after the first 7 minutes assigned and worked beyond the end of the unit member's regularly scheduled shift, calculated to the nearest 1/4 hour.

D. A unit member may, subject to approval of his non-unit supervisor based on considerations of departmental scheduling and operations factors, request to use overtime as compensatory time subject to the limitation of 300 hours on the accumulation of compensatory time. Use of compensatory time shall be subject to advance approval of the non-unit supervisor. If a unit member submits overtime requests that are in excess of 300 hours, he will be paid the difference.

E. Unit members may contribute accrued compensatory time to other employees in accordance with City policy governing contributions of leave for serious illness of an employee or their immediate family member.

F. A unit member may be paid for accumulated compensatory time by submitting a memorandum to the Fiscal Bureau requesting payment for any portion of the compensatory time. This may be done at any time upon the unit member's request, and such payment will be made in the pay period following receipt of the memorandum by the Fiscal Bureau.

G. At the direction of the immediate supervisor in each case, a unit member shall be entitled to overtime in accordance with Article 3, Section 3-6 hereof, while he is being evaluated by the authorized and designated City physician for return to work at times he is not scheduled to be on duty nor is on paid leave or disability benefit status, based on actual check-in and check-out time recorded by Health Center staff. This time shall not qualify for the guaranteed minimum overtime provision contained in Section 3-8, but shall be compensated at a minimum of 1 hour at 1-1/2. No unit member shall be compensated for other than the supervisor directed evaluation(s) by the City physician for return to work.

H. After 4 consecutive hours of overtime, a unit member shall be entitled to a paid meal break of 1/2 hour, but in no event shall a unit member be entitled to more than one such meal break for every 8 consecutive hours of overtime.

For a unit member participating in the 4/10 schedule, this provision shall mean that before a unit member is entitled to a second 1/2 hour paid meal break, he shall have worked on an overtime basis for a minimum of 4 hours beyond the end of his regularly scheduled 10 hour work shift.

I. If work demands preclude a unit member from taking a meal period, the unit member will be paid an additional 30 minutes at the straight time rate. This benefit shall apply only if the interruption occurs during the first 30 minutes of the meal period.

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J. When a unit member is off duty and is contacted by telephone by his supervisor because of the unit member's official duties, for purposes other than call-out, or a supervisor approves of the making or receiving of the call, the unit member will be paid a minimum of 15 minutes at time and one-half his regular rate of pay when any combination of calls equals 7 minutes or more. If the call extends past this minimum, the overtime will be calculated to the nearest 1/4 hour. He will not receive overtime for additional duty-related calls received during this compensation period.

K. A unit member on industrial leave and assigned to his home will be considered to have the same duty hours and N-days, up to a 7 calendar day period, as the squad he was on when the injury/illness occurred. After the 7 days, he may be reassigned to new duty hours and/or N-days.

L. A unit member who scheduled a leave day 30 calendar days in advance through his immediate non-unit supervisor in accordance with departmental policy and who subsequently is placed on court stand-by, or is required to appear in court will, by his choice, receive overtime pay in accordance with this Section and Section 3-7 and/or Section 3-8, in addition to the leave day.

M. A unit member who scheduled a leave day but failed to do so within 30 calendar days in advance, and who is placed on stand-by or called to court, will receive overtime pay in accordance with this Article and Section 3-7. However, the number of leave hours taken will be reduced by the number of overtime hours paid. Court stand-by hours do not apply to this provision.

Section 3-6: Court Time Overtime

A. When court time constitutes overtime, a unit member shall be entitled to overtime compensation/minimum call-out pay consistent with Section 3-8 of this Memorandum.

1. Court time overtime shall be continuous time compensated consistent with Section 3-6, subsection C.

2. No cost parking will be provided for unit members who are called to testify or appear at any City of Phoenix Municipal Court facility for any official police department business, whether on or off-duty.

3. If performed virtual, the unit employee must report to a Phoenix Police facility to be eligible for Court Time Overtime. If performed at a location of the unit employee's discretion, other than a work location, the unit member will be paid a minimum of 15 minutes at time and one-half his regular rate of pay when any combination of calls equals 7 minutes or more. If the call extends past this minimum, the overtime will be calculated to the nearest 1/4 hour. The unit employee will not receive overtime for additional duty-related calls received during this compensation period.

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B. For purposes of this Article the term Court shall be defined as including Federal District Court; Superior Court, State of Arizona; City Court, City of Phoenix, State of Arizona; Municipal Courts in Maricopa County; Justice Court; Federal, State, County Grand Juries; Motor Vehicle Department hearings, and Prosecutorial and Defense interviews. It is understood that this Article shall not apply to administrative hearings including but not limited to arbitration hearings pursuant to the MOU, Civil Service Board hearings, PERB hearings, and hearings pursuant to the A.R. 2.61 grievance procedure.

C. After a unit member verifies his need to appear in court to testify concerning the performance of his official duties at a time other than his regularly scheduled tour of duty, and he is notified less than 12 hours in advance of the scheduled appearance time that he need not appear, the unit member will receive 2 hours of pay at 1-1/2 times his base hourly rate of pay.

Section 3-7: Call-Out Pay

A. A unit member called back because of his own negligence, whether in the proper care and use of City equipment, or for his failure to complete official reports prior to securing for the day, shall be paid for such call- back consistent with Section 3-6, subsection C, provided, however, the unit member shall not be eligible for the 3 hour guaranteed minimum pursuant to this Article. If a claim of negligence is disputed, it may become subject to the grievance procedure herein.

B. Anytime that a unit member is called back after leaving City facilities at a time other than his regularly assigned shift, the unit member will receive a minimum of 3 hours pay at time and one-half the unit member's base pay calculated to the nearest 1/4 hour, except that a unit member shall not be eligible for additional compensation during that three hour period.

Compensation to a unit member who is called out at times other than his regularly scheduled shift will begin at the time the unit member is notified. The compensation will continue up to 30 minutes beyond the completion of the duties for which the unit member was called out, or until the member returns to his residence, whichever is first. Where applicable, the travel time shall be paid only if the total work and allowed travel time exceed the minimum call out guarantee. Travel time shall not apply when a unit member is working overtime planned in advance.

C. A unit member beginning an overtime period within 3 hours or less prior to the regularly scheduled duty reporting time, will be compensated from the time the overtime period begins to the time he is scheduled to report for duty except that a unit member shall not be eligible for additional compensation during that period.

D. Holdover time, i.e., being held over on shift (no break in duty exceeding 15 minutes) will be compensated for actual time spent in accordance with Section 3-6, subsection C.

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Section 3-8: Out-of-Rank Pay

A. A unit member who is temporarily required to serve in a regular authorized position in a supervisory classification, (e.g., sergeant), shall be compensated at the higher rate of pay in accordance with the following:

B. To be eligible for the additional compensation, the unit member must first accumulate 10 regular working shifts of assignment in the higher rank within any 12 month period; satisfactory performance during a previous appointment to the higher rank will be credited to the qualifying period. The days of out-of-rank assignment need not necessarily be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. All shifts worked beyond the 10th shift in the supervisory classification will be subject to the higher rate of pay.

C. Temporary assignments out-of-rank shall be recorded only in full shift units. A unit member working out-of-rank for less than 1 full shift will not be credited with working out-of-rank service time.

D. To qualify for out-of-rank pay, a unit member must be assuming substantially the full range of duties and responsibilities of the higher level position. Out-of-rank 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.

E. Time worked in a higher rank shall not earn credits toward the completion of probationary requirements in the higher rank.

F. A unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher rank for all shifts worked beyond the 10th shift served in the higher rank. In the event of overlapping salary ranges, a one-step differential shall be paid for out-of-rank assignments. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-rank work assignments; the overtime rate shall be the rate established by the overtime regulations that apply to the higher rank.

Section 3-9: Sick Leave Conversion at Retirement

Effective at the beginning of the first pay period in July, 1992, the following benefits shall apply:

A. Definitions:

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1. Qualifying hours - the minimum number of accrued and unused sick leave credits existing on the last day of service prior to retirement, which are necessary before a unit member can participate in the benefit program.

2. Base number of hours or base hours - the number of hours of accrued and unused sick leave credits which are uncompensated under this Article and above which the City will compensate the unit member.

3. Base hourly wage - the base hourly rate of pay being paid at the time of retirement to the retiring unit member who qualifies for participation in this benefit program.

B. Benefit and Eligibility:

1. A member that has between 1 – 899 hours of sick leave remaining in their sick leave bank at the time of retirement, shall be eligible for payment of 100% their base wage for 50% of their hours accrued.

2. A member who has accumulated a minimum of 900 – 1,285 hours of unused sick leave at the time of retirement, shall be eligible for payment of 100% their base hourly rate for 65% of their remaining sick hours.

3. A member who has accumulated a minimum of 1,286 – 1,713 hours of unused sick leave at the time of retirement, shall be eligible for payment of 100% their base wage for 80% of their remaining sick hours.

4. A member who has accumulated a minimum of 1,714 hours of unused sick leave at the time of retirement, shall be eligible for payment of 100% their base wage for 100% of their remaining sick hours.

5. A unit member who has accrued 1,286 hours or more of unused sick leave may elect to have 150 hours of sick leave paid out at the member's hourly rate in one lump sum. A unit member may only elect to exercise this benefit 3 times in their career, and not more than 1 time in a fiscal year. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.

6. The payments described in numbers 1 through 5 above are not considered Final Average Salary for purposes of pension calculations.

C. Administration:

1. At the time of retirement, the City's Employee Benefits Division, or such other individual or agency as the City may designate, shall determine the unit member's eligibility and the amount of unused sick leave to be compensated.

2. The unit member shall verify in writing the computations of the Employee Benefits Division.

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3. In the event a unit member's eligibility for participation or the amount of compensation is disputed, then the dispute shall be submitted to the City Auditor for binding resolution.

Section 3-10: 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 3-11: Night Shift Differential/Weekend Shift Differential

A. A unit member shall receive $2.00 per hour in addition to his base hourly rate of pay when working a night shift or any portions of a night shift which ends at or after 10:00 PM.

B. A unit member shall receive night shift pay differential only for hours scheduled and worked, and not while on paid leave time.

C. A unit member who is called out and works between the hours of 10:00 PM and 6:00 AM will be paid night shift differential for all hours worked at the rate specified in this Article. If a unit member was called out while on a stand-by status, he will not receive night shift differential.

D. A unit member shall receive $1.00 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 PM on Friday, and continuing through any shift that starts on or before, but not after 11:59 PM on Sunday.

   1. A unit member shall receive weekend shift pay differential only for hours scheduled and worked, and not while on paid leave.

   2. 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. If a unit member was called out while on stand-by status, he will not receive weekend shift differential.

Section 3-12: Stand-By Pay

A. When a unit member is required and assigned to be available for immediate emergency call-out at times that they are not otherwise on duty and the unit member complies with departmental regulations incident thereto, the unit member

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shall be compensated as follows: $100.00 on the unit member's non-work day and $80.00 on a workday.

B. When management determines it is necessary to provide call-out service, stand-by assignments will be maintained by any detail in the department.

Section 3-13: Court Time Standby Pay

A. When a unit member 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 tour of duty, and he was not notified 12 hours or more in advance of the court appearance that he need not stand-by, he shall be entitled to a minimum of 2 hours of pay at 1-1/2 times his base hourly rate of pay for court dockets scheduled before 1200 hours, and an additional minimum of 2 hours of pay at 1-1/2 times his base hourly rate of pay for court dockets scheduled after 1200 hours, for each day the subject court proceeding is in session and the Unit member is subject to call, providing the provisions of subsection B hereof are satisfied. If a unit member is required to remain on stand-by after 1200 hours, the unit member shall receive an additional 1 hour of pay at 1-1/2 times his base hourly rate of pay.

If call-out occurs before the expiration of stand-by pay, then stand-by status shall continue until the occurrence of either (a) the expiration of stand-by pay; or (b) arrival at the duty location or participation in virtual appearance begin. Call-out pay and stand-by pay shall not be permitted to overlap resulting in the compounding of compensation.

B. If a unit member fails to exercise his responsibility to contact the appropriate representative of the court or a party 16 hours or less before the time indicated on the subpoena to determine the continued need for him to stand-by, he is not eligible for any stand-by pay.

C. For the purpose of this Memorandum, subpoena refers to a subpoena duly issued by a court or the Arizona Motor Vehicle Department.

D. For purposes of this Article the term Court shall be defined as including Federal District Court; Superior Court, State of Arizona; City Court, City of Phoenix, State of Arizona; Municipal Courts in Maricopa County; Justice Court; Federal, State, County Grand Juries; Motor Vehicle Department hearings; Mental Health Court; and Prosecutorial and Defense interviews. It is understood that this Article shall not apply to administrative hearings including but not limited to arbitration hearings pursuant to the MOU, Civil Service Board hearings, PERB hearings, and hearings pursuant to the A.R. 2.61 grievance procedure.

Section 3-14: Off-Duty Employment

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A. The Department agrees to maintain a list of unit members who are interested in off-duty work for use in making job referrals, provided the unit member has received prior approval to engage in off-duty employment from the immediate supervisor.

B. Off-duty employment shall be governed by the rules and regulations of the Phoenix Police Department. Should the Department contemplate any changes in these rules and regulations during the term of this Memorandum, it shall meet and consult with the Association on such changes in the Labor-Management Committee prior to implementation.

C. The Police Chief agrees to eliminate the limitation of the number of off-duty work hours permitted. However, the Department reserves the right to take appropriate action in the event that a unit member's wellness, welfare, or performance is adversely affected.

D. A unit member who works off duty in a police function for a City-sponsored event or project, and is paid through City payroll, will be compensated at time and one-half his regular rate of pay for all time worked.

Section 3-15: Jury Duty

When a unit member is called upon to serve as a juror in any court action, he will be allowed leave from his duties without loss of pay for the time required for his service.

Section 3-16: Deferred Compensation and Defined Contribution Plans

A. The City's contribution to DCP will continue at 2.56%.

B. At the employee's separation, for either retirement or exiting the Deferred Retirement Options Program, the employee's sick leave payout amounts will be automatically contributed into the City's 401(a) plan. Any excess amount over the Internal Revenue Code 401(a) plan contribution maximum limits will be automatically contributed into the City's 457(b) plan. Any portion of the excess amount that cannot be contributed to the 457(b) plan because of Internal Revenue Code 457(b) plan contribution maximum limits will be paid as taxable income. The 401(a) Plan document as approved by the Deferred Compensation Board will be the governing document.

Section 3-17: Non-Direct Payment of Compensation or Benefits

Various sections of this Memorandum 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

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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 3-18: Drug Recognition Expert Premium Pay

Department qualified/certified Drug Recognition Experts (DRE) who are current in all training and requirements set forth in police, and have completed all necessary training, shall be paid a premium of $15.00 per hour, calculated to the nearest ¼ hour, in addition to their base hourly rate, for each hour they are engaged in DRE activities.

Section 3-19: Phlebotomist Premium Pay

Department qualified/certified phlebotomists who are current in all training and requirements set forth in police, and have completed all necessary training, shall be paid a premium of $15.00 per hour, calculated to the nearest ¼ hour, in addition to their base hourly rate, for each hour they are engaged in phlebotomy activities.

ARTICLE 4: Hours of Work/Working Conditions

Section 4-1: Work Schedules

A. The regular duty hours for a unit member shall be 5 consecutive shifts of 8 hours in a 7 calendar day work week. These 5 consecutive shifts will be preceded and followed by 2 “N” days. If, by reason of transfer, a unit member’s “N” days are changed, the provisions of this section pertaining to “N” days shall not apply. The 8 duty hours per shift shall be consecutive and may include any “briefing time” and shall include a meal period of 30 minutes. When work demands permit, with a supervisor’s approval, a unit member may combine this 30 minute meal period with one of his 15 minute rest periods described under Subsection D of this Article to achieve a 45 minute meal period. This shall also apply to a unit member working a 4/10 schedule. At times, the department may have operational needs which necessitate a change in current work schedules. The department shall give a unit member a minimum 7 day advance written notice when his “N” days or hours will be changed. If this (7 day written notice is not given, and there is no operational need for not providing the notice, the “N” days or hours change will be rescheduled to allow for a 7 day notice period.

B. If a 10 hour, 4 day work week is implemented; the regular duty hours for an affected unit member shall be 4 consecutive shifts of 10 hours in a 7 calendar day work week. These 4 consecutive shifts will be preceded and followed by 3 “N” days. If, by reason of transfer, a unit member’s “N” days are changed, the provisions of this Subsection pertaining to “N” days shall not apply. The 10 duty hours per shift shall be consecutive and may include any “briefing time” and shall include a meal period

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of 30 minutes. At times, the department may have operational needs which necessitate a change in current work schedules. The department shall give a unit member a minimum 7 day advance written notice when his “N” days or hours will be changed. If this 7 day written notice is not given, and there is no operational need for not providing the notice, the “N” days or hours change will be rescheduled to allow for a 7 day notice period.

C. All unit four members assigned to patrol squads with beat responsibility will **only** work the work schedule defined in subsection B of this section (4/10’s) through June 30, **2026**.

D. If a unit member’s normal duty hours are changed with less than 7 days’ notice, then the unit member is entitled to premium pay.

If a unit member’s normal “N” days are changed, then the unit member is entitled to premium pay.

"Premium Pay" is calculated as follows:

- For a unit member assigned to a 5/8’s schedule:
  - A change in normal duty hours: 2 hours at their base hourly rate of pay.
  - One “N” day change: 4 hours at their regular rate of pay.
  - Two “N” days changed: 20 hours at their regular rate of pay.
- For a unit member assigned to a 4/10’s schedule:
  - A change in normal duty hours: 2.5 hours at their base hourly rate of pay.
  - One “N” day change: 5 hours at their regular rate of pay.
  - Two “N” days changed: 10 hours at their regular rate of pay.
  - Three “N” days changed: 20 hours at their regular rate of pay.

Subject to the discretion of the Chief, or designee, official mobilization as defined in Operations Order 9.1 is exempt from this section.

A unit member, who requests a change in work schedules, will not receive premium pay since the request is not a department directed change.

This section does not apply to the 30 hour or more block of annual module training.

A unit member is not eligible to receive both premium pay and overtime for the same hours.

E. When used in the context of this Article, “Operational Needs” 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, a seven-day written notice will be given to change schedules. For emergency operational actions, unit members will be provided with as much advance notice and information as the situation will allow.

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F. In addition to all duties as assigned by the Police Chief or his designees, work hours shall continue to include 2 15 minute rest periods as work demands allow.

G. There shall be a minimum of 15 hours off between shifts, 13 hours for a unit member working a 4/10 schedule. If this is not possible, the unit member shall receive overtime compensation at his regular rate of pay for each full hour worked within the described 15 hour period, 13 hour period for a unit member working a 4/10 schedule. A unit member assigned to a specialty bureau may sign individual statements waiving the provisions of this section. Signed waivers shall continue in effect per fiscal year.

This section does not apply to mandatory training conducted by the Advanced Training Detail when a member is given 30 days written notice of the required training. The intent is not for supervisors to work employees on a double shift. Employees' chain of command will ensure employee's shift prior to training is adjusted to afford 13/15 hours off before reporting to training.

H. A unit member will be permitted to take the meal period at a location within the squad/team area, or if no suitable eating location is available, then with the approval of the designated supervisor, at a location outside the squad/team area. A meal period may be taken at a private residence, with supervisory approval, provided such residence is within the unit member's beat area.

I. A unit member may return to his work station 20 minutes before his scheduled end of shift if work demands permit for the purpose of completing required paperwork, notifying oncoming unit members of any beat conditions, and to notify his supervisor of any unusual occurrences he encountered during his shift.

J. A unit member assigned to the Canine Detail shall be allowed 4 hours of paid time per work week to care for his police dog at his residence. The City will determine when and how the hours will be scheduled.

K. A unit member may waive the provision of section A and B of this section to facilitate an alternative work schedule upon written agreement of both the Association and the Department.

L. "On duty" training will be approved at the Division Chief level.

Section 4-2: Seniority

A. The City shall provide the Association 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.

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C. Seniority shall be used as a factor consistent with established Civil Service procedures in choice of work assignments, vacation schedules and in the determination of layoffs.

ARTICLE 5: Benefits

Section 5-1: Health Insurance

A. The City and Association agree to maintain the current 80/20 split for health insurance monthly contribution for the 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%.

B. If there is a substantive change in the City's Health Insurance Plan design, the Labor Relations Administrator will discuss such change with the Association.

C. In the event of the death of a unit member while on duty or while performing a police function as determined by the City, the City will**, at a minimum,** continue to pay the full monthly health insurance premium for the spouse **or qualified domestic partner (QDP)** and all eligible dependents. Should the surviving spouse remarry **or enter into a new QDP**, the benefits of this provision shall be discontinued for the spouse. Benefits for remaining eligible dependents, e.g. children, step children, or adopted children, will remain in effect as federal law prescribes.

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. **The City will cover** the payment of a supplementary commutation life insurance policy for each unit member. The Association will pay the cost of this benefit, if any, the first year of each new Memorandum period.

D. In the event Congress or the State of Arizona passes legislation which considers the amount the City contributes to health or dental insurance as imputed income, then the City will consider such contributions as income to the employee.

Section 5-2: Retiree Health Insurance

A. Upon retirement of a unit member, or bargaining unit member who retired on August 1, 1992 or later, the City's contribution to health care premiums will be calculated without regard to age.

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B. In no event will the combination of this contribution and the amount paid by the PSPRS (Public Safety Personnel Retirement System) exceed the monthly premium for the chosen health insurance benefit.

C. The City of Phoenix agrees to participate in the Post Employee Health Plan (PEHP) for unit members in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement. The Employer agrees to contribute to the Plan on behalf of unit members:

Effective July 1, 2017, the Employer shall contribute for each unit member the amount of $6.00 per pay period. If any contribution is an amount other than an equal dollar amount per unit member, that contribution shall be deposited in the unit member's Health Insurance Premium Reimbursement sub-account, otherwise the Employer's equal dollar amount contribution per unit member shall be deposited into the unit member's Universal Health Care Reimbursement sub-account pursuant to the terms and conditions of the Plan.

Section 5-3: Dental Insurance

A. The City shall pay the full premium costs for single coverage for employees enrolled in the base HMO or PPO plan. and 75% of the premium costs for family coverage for a City dental plan.

B. **At a minimum, the** plan shall **include a PPO option that consists** of **100**% payment of reasonable and customary charges covered for preventive and **preventive-related** diagnostic services **and 80% payment of reasonable and customary covered charges for** basic services and major services. **At least one** plan shall include an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a maximum lifetime benefit of $4,000 per person. **Dental plans may be** subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. Enrollment in prior City of Phoenix dental plans counts toward major services time limit exclusions.

Section 5-4: Life Insurance

A. The City will continue the existing off-the-job and on-the-job life and dismemberment insurance coverage, and will continue the face value of the policy at $15,000. The City will continue the current policy for death in the line of duty at $100,000.00.

B. Effective August 1, 2001, the City will increase the $35,000.00 line of duty life and dismemberment insurance coverage to each unit member to $100,000.00.

C. Additionally, the City will provide to each unit member a $200,000 death benefit covering the unit member’s commute to and from his city work location. **The City**

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will cover the unit member's commute for up to two hours before his shift begins and two hours after his shift concludes. The Association will only pay the cost of this benefit the first year of the MOU.

Section 5-5: Long-Term Disability Insurance

A. The City will offer a long-term disability benefit for all full-time, regular unit members 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 twelve consecutive months are eligible for long-term disability coverage. Applicants must apply for benefits they may be eligible to receive. 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. 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.

B. This benefit will be coordinated with sick leave, industrial insurance payments, social security benefits, unemployment insurance and disability provisions of the retirement plan.

Section 5-6: Holidays and Vacation Leave

A unit member shall be entitled to holiday benefits as set forth in Paragraph 2 of Operations Order No. 3.6, including overtime compensation for hours assigned and worked on a specified holiday in accordance with and subject to Article 3, Section 3-6, Overtime.

A. The compensation of a unit member who actually works on a day designated as a holiday shall include, in addition to his regular day's pay, additional pay or compensatory time for hours worked up to 8 excluding overtime pay.

B. A unit member who is not scheduled to work on a designated holiday will still be compensated for 8 hours pay or compensatory time for each holiday.

C. Paid holidays shall include:

New Year's Day
Martin Luther King, Jr's Birthday
President's Day
Caesar Chavez Birthday
Memorial Day
Juneteenth Day
Independence Day
Labor Day

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Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Two Personal Leave Days* & **

* After 6 months of continuous service.
** Personal leave will be a total of 20 hours for all unit members.

Subject to operational and scheduling factors, a unit member's personal leave days shall be taken each calendar year on any day of the unit member's choosing.

D. For a unit member participating in the 4/10 schedule, holiday pay shall be applied as follows:

1. When a designated paid holiday falls on a unit member's scheduled day off, the unit member shall be paid 8 hours of holiday pay.

2. When a designated paid holiday falls on a unit member's normally scheduled work day and the unit member is directed to not work that day, the unit member shall be paid for 8 hours of holiday pay. The additional 2 hours necessary to receive 10 hours of pay will be deducted at the unit member's discretion as either non-paid time, accumulated vacation or compensatory time. If a unit member has no accumulated vacation or compensatory time, the unit member will receive only 8 hours of pay. Alternatively, the unit member may work for 2 hours on the holiday, paid at straight time, performing tasks at the direction of a supervisor. The compensation of a unit member who actually works on a day designated as a holiday shall include, in addition to his regular day's pay, additional pay or compensatory time for hours worked up to 8 hours, excluding overtime pay.

E. A unit member will continue to receive holiday pay while on industrial leave.

F. Holidays shall be observed on the calendar days on which they fall for unit members directly involved in providing continuous 24-hour or seven-day service operations.

G. The City agrees to maintain its present vacation selection procedure and, to every extent practicable, allow a transferred unit member to maintain his previous vacation schedule.

H. A unit member who works a schedule at full time 52 weeks of the year shall be credited with vacation credits for every completed calendar month of paid service according to the following schedule:

1. Through 5 years of service 8 hrs. per month

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2. 6th through 10th year of service 10 hrs. per month
3. 11th through 15th year of service 11 hrs. per month
4. 16th through 20th year of service 13 hrs. per month
5. 21st year of service and thereafter 15 hrs. per month

I. Unit members who have accrued 312 hours or more of vacation, may elect to have 150 hours of vacation leave paid out at the member's hourly rate in one lump sum or converted into their comp bank. The member may only elect to exercise this benefit 4 times in their career, and not more than 1 time in a fiscal year. This payment is not considered Final Average Salary for purposes of pension calculations. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.

Additionally, 80 hours of vacation time can be accumulated above the maximum vacation carryover into the last 3 years of service. These hours must be used as paid time off prior to retirement.

J. Vacation accrual, carryover and compensation at separation is as follows:

YEARS OF SERVICE	MONTHLY ACCRUAL RATE (HOURS)	MAXIMUM CARRYOVER (HOURS)	MAX ACCRUAL THAT CAN BE COMPENSATED AT SEPARATION (HOURS)
0 – 5th	8	232	280
6th - 10th	10	280	340
11th - 15th	11	304	370
16th - 20th	13**	352	430
21st+	15**	400	490

** In the last three years of service an additional 80 hours may be carried over into a new calendar year.

K. For the purposes of determining monthly vacation Accrual rates for a unit member who had a break in service, if the unit member was reemployed within 5 years, the amount of time the person is gone is subtracted from his previous service, thereby giving the unit member a new accrual service date.

L. A unit member may sell back up to 80 hours of vacation time each calendar year (unit member must use a minimum of 40 hours of vacation/comp-time leave during the calendar year to qualify for this benefit). This payment shall be made on the first payday of December of each year, and shall be included in the unit member's regular, bi-weekly paycheck.

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Section 5-7: Out-of-State Vacation Recall

When a unit member is temporarily recalled to duty from out-of-state while on an authorized vacation by order of the Police Chief, or designee, he shall be reimbursed for necessary and provable transportation expenses as determined by the Police Chief.

Section 5-8: Military Leave

A. Definition

1. Pursuant to ARS 26-168 and ARS 38-610, employees who are members of the Arizona National Guard or the Reserves of the United States Armed Forces, will be entitled to a leave of absence from their duties for a period not to exceed 30 days when they are engaged in ordered annual training or to attend camps, maneuvers, formations, or drills under orders of any branch, including the reserve or auxiliary.

2. This leave will be granted without loss of pay or other employment rights.

B. Leave Guidelines

1. National Guard and Military Reserve leave time will be calculated using working days.

2. Employees will not be charged with military leave time for days that fall on their regularly scheduled days off.

3. Leave days do not have to be taken consecutively, the only limitation is the 300-hour maximum in any two consecutive military fiscal years (October 1 through September 30).

4. Travel time will not be allowed in addition to inclusive dates shown on requests.

5. A copy of the Military Orders will accompany leave requests.

Section 5-9: Uniform, Clothing and Equipment Allowance

A. Department-issued equipment, as follows:

1. The Police Department will furnish to each unit member entering the department the following:

1	Uniform Belt
1	Handcuff Case
1	Holster
1	Helmet

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1 Magazine Pouch
1 Service Weapon
1 Pepper Spray Holder
1 Pepper Spray Canister
1 Pair of Handcuffs and Key
1 Uniform Breast Badge
1 Flat Badge with Case
1 (pair) Puncture resistant gloves

The department also agrees to provide spit masks on a continuous basis.

2. Pilot's equipment list as follows:

   The Police Department will furnish the following to each unit member assigned to the Air Support Detail:

   2 Nomex (or equivalent in quality) Flight Suits
   1 Flight Helmet
   1 Standard Headset

3. The Department shall replace those items as they, in the judgment of the Department, become unserviceable due to wear or damage in the course and scope of official duties.

B. A unit member will receive $1,150 clothing allowance per annum. Barring unforeseen circumstances, payment for uniform allowance will be made on or before August 1 of each fiscal year. Such payment will be made to cover the cost of uniforms, maintenance, cleaning of such uniforms, and for other duty-related expenses and for the unit member to provide a required flashlight and fresh batteries.

C. A new unit member will receive an initial fiscal year uniform allowance equal to 1/12 of the annual allowance per month from the first day of the month of his employment through the end of the fiscal year. This payment will be made in a lump sum during the first 60 days of employment.

D. A unit member who leaves City Employment shall repay to the City the uniform allowance equal to 1/12 of the annual allowance per month for each month remaining in the fiscal year after the last day of the month in which separation occurs, provided, however, that a unit member who retires will not be required to repay any uniform allowance. In addition, 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.

E. A unit member who has been on extended leave (paid or unpaid), excluding industrial leave, sick leave, or military leave of 2 months or longer, shall have the next annual uniform allowance reduced by 1/12 of the annual allowance for each month of extended leave.

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F.

1. On or before August 1 of each fiscal year, a unit member assigned to the following details/squads/units will, in addition to his annual clothing allowance, be provided a one-time payment per the following schedule upon initial transfer to that assignment.

Canine	$320
SAU (Tactical)	$320
Air Unit	$320
Solo Motor	$320
TRU***	$320
Detectives*	$320
Bike Officers**	$320
Honor Guard	$320
SAU Negotiators	$320
Drone Pilots	$320

* Detective is defined as a certified detective who is in a detective or investigative assignment or an assignment that normally requires the unit member to wear civilian business clothes.

** Bicycles will be furnished by the City. To be eligible for the one-time payment of $320, a bicycle officer must successfully complete the 40-hour bicycle certification class and be assigned to NET, DOU, CAO, the airport, or a School Resources Assignment, or any designated bike squad approved by the Police Chief (i.e. the Desert Horizon Precinct Bike Squad).

2. A unit member assigned to the following details/squads/units will receive, on or before August 1 of each fiscal year, in addition to his initial uniform allowances described in section F1 above, an annual maintenance allowance per the following schedule:

Canine	$320
SAU (Tactical)	$320
Air Unit	$320
Solo Motor	$320
Detectives	$320
TRU***	$320
Bike Officers**	$320
Honor Guard	$320

The provisions of Subsection D of this Section shall apply to this Subsection.

** To be eligible for the one-time payment of $320, a bicycle officer must successfully complete the 40-hour bicycle certification class and be assigned to NET, DOU, CAO, the airport, or a School Resources Assignment, or any designated bike squad approved by the Police Chief

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(i.e. the Desert Horizon Precinct Bike Squad). All bicycle officers, assigned to one of the details above, who do not ride during the course of their regular duties, will be required to work at a minimum, one shift every fiscal year with DOU, during a regular shift or a special event, utilizing Department issued bicycles. This event will be coordinated with DOU command staff and the affected units' command. Proper notice of schedule change will occur of the shift is outside of the unit members normal work hours.

*** TRU is defined as an officer who has completed the annual TRU certification course and is assigned to a TRU response/support squad. The Unit member must attend annual training and maintain certification to be eligible for allowances.

G.

1. A unit member who purchases a new ballistic vest shall, upon showing proof of purchase, be reimbursed an amount up to, but not exceeding, $1,000.

2. At the time of the purchase, the member can utilize the remainder of stipend to purchase department authorized armor plates.

3. Upon replacement of his ballistic vest, a unit member shall be entitled to the above $1,000 reimbursement every 5 years.

H.

1. The City agrees to reimburse a unit member 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 the unit member, other than normal wear and tear in accordance with the schedule of items and maximum amounts authorized for reimbursement outlined below:

Business Suit	$250
Business Dress	$100
Sport Coat	$150
Dress Shirt	$50
Dress Trousers	$75
Dress Skirt	$75
All Shoes	$100
Uniform Boots	ALL
Motorcycle Boots	ALL
Motorcycle Gloves	$100
Glasses and contacts RX	ALL
Sunglasses -non-RX	$80
Watches	$80
Jewelry	$75
Police Uniform Trousers	ALL
Police Motorcycle Breeches	ALL
Police Uniform Shirt	ALL

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Police Jacket	ALL
Police Motorcycle Jacket	ALL
Flashlight	$100
Ballistic Vest	ALL
Service Weapon and (up to cost of City weapon) authorized attached accessories	

2. Reimbursements 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.

3. The option to repair or replace damaged items, and to determine whether replaced property will be returned to unit member, rests with the City.

4. The provisions of this policy shall not apply if the unit member 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 unit member relating thereto.

I. Upon duty related retirement, the City will provide the retiring member a Retired Police Officer's Commission Card similar in appearance to the regular Commission Card.

J. Upon retirement, with Chief approval, a unit member will receive his breast badge mounted on a plaque, a retired flat badge and case, handcuffs, and his fully functional department-issued service weapon, including all 3 duty magazines, for $1.00. If the unit member dies in the line of duty or while employed by the department, the unit member's spouse or an adult survivor may elect to receive these items, except for the flat badge and case, for $1.00 which will be paid by PLEA. The unit member's spouse or adult survivor will have the option of receiving the service weapon in a fully functional condition, or may request the unit member's service weapon be disabled and mounted in a shadow box, or may decline receiving the service weapon. The choice will be made in writing. PLEA will provide a gun safety device, upon request by the unit member.

K. A unit member assigned to the Canine Detail will have the option of purchasing his dog as follows:

1. If both the police dog and the unit member have been in the Canine Detail in excess of 5 years, at retirement the unit member may purchase his dog for $1.00.

2. If both the police dog and the unit member have been in the Canine Detail in excess of 5 years and the unit member leaves other than for retirement, the decision to allow the purchase of his dog will be made on a case by case basis and this decision will not be arbitrary.

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L. Unit members who are assigned a rifle, currently qualified, and assigned to patrol or a patrol specialty unit, Downtown Operations Unit, and Airport Bureau will receive a stipend to offset costs of any Department authorized equipment already purchased, that assists them with deployment and utilization of their rifle as follows:

- Eligible employees will be able to submit a memo with attached receipts for new and/or replacement rifle related equipment up to a limit of $500 every 5 years.

Members will accumulate receipts for newly purchased equipment and will make one submission to fiscal for reimbursement.

Section 5-10: Reimbursement for Education Expenses

A. A unit member who participates 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, a unit member must have successfully completed academic or training courses approved by the Police Chief and the Human Resources Director as provided in existing regulations.

3. Unit members shall be allowed to use up to $500.00 of their reimbursement benefit for job-related seminars, workshops, and professional memberships each fiscal year.

Section 5-11: Leave of Absence

Subject to development of administrative controls, a unit member who has no other accumulative paid leave may use up to 10 hours per year of accumulated sick leave for non-emergency home care or medical treatment for a member of the unit member's immediate family subject to operational and scheduling factors. When utilizing this benefit, the member shall identify the use of such time as non-emergency family illness. Such leave request shall not be unreasonably withheld.

Section 5-12: Workers' Compensation

A. Employees shall continue to receive 100% of their current rate of pay while off-duty due to an industrial injury based on current practice which is a maximum of 1 year per injury, thereafter the rate becomes 66-2/3%.

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B. Should the Association believe that a dispute in jurisdiction is unduly delaying a Workers' Compensation claim, or if the Association believes the City needs to provide greater assistance to an employee trying to reopen an old claim, the Association may request a meeting with City Workers' Compensation staff (provided the involved employee signs a release to do so) and such meeting will be scheduled within 14 calendar days.

C. The City will first attempt to use physicians from specialty lists created by City of Phoenix Pension Boards for Independent Medical Examinations for employees in Unit 4.

D. Family and Medical Leave Act (FMLA) leave shall not run concurrent with leave paid as industrial injury/illness (e.g. Workers' Compensation).

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 non-appealable order of the Phoenix Employment Relations Board or a final judgment of any court 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 order or 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.

B. It is recognized by the parties that currently the provisions of the Fair Labor Standards Act are applicable to certain of the wage and premium pay provisions of this Memorandum of Understanding (MOU) and that this MOU shall be administered in compliance with the Act for so long as the Act is applicable.

C. It is recognized by the parties that currently the provisions of the Americans with Disabilities Act are applicable to certain of the provisions of this Memorandum of Understanding (MOU) and that this MOU shall be administered in compliance with the Act for so long as the Act is applicable.

Section 6-2: Copies of Memorandum

Within 60 days from the date that this Memorandum is adopted by the City Council, the Association will arrange for printing of it for furnishing one to every unit member, unit supervisor and to management personnel. The cost of such duplication and distribution will be borne equally by the Association and the City. Printing vendors secured by the Association shall comply with Chapter 18, Articles IV (City Construction Contractors'

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Affirmative Action Requirements) and V (Supplier's and Lessee's Affirmative Action Requirements), Phoenix City Code.

Section 6-3: Aid to Construction of Provisions of Memorandum of Understanding

A. It is intended by the parties hereto that the provisions of this Memorandum shall be in harmony with the rights, duties, obligations and responsibilities which by law devolve upon the City Council, City Manager, Police Chief, and other City boards and officials, and these provisions shall be interpreted and applied in such manner.

B. The Association recognizes the powers, duties and responsibilities of the Police Chief as set forth in the Charter and Ordinances and that pursuant thereto the Police Chief has the authority to establish rules and regulations applicable to the operation of the Police Department and to the conduct of the police officers employed therein, subject to the express provisions of this Memorandum.

C. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Association 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 Police Chief, the City Council or the City Manager. This section shall not be construed to limit free and informal discussions under, Section 2-2 hereof.

Section 6-4: Changes in Department Operations Orders Pursuant to this Memorandum

A. Within 60 days from the date this Memorandum is adopted by the City Council, the Department shall provide electronic copies of those Department and Operations Orders reflecting changes pursuant to this Memorandum. Copies of such changes shall be available to each unit member on or about July 1 of each fiscal year or as soon thereafter as possible.

B. During the preparation of changes to the Department’s Operations Orders, and precinct/bureaus manuals, drafts of the proposed changes will be staffed out to the Association.

Section 6-5: Physical Fitness

A. It is recognized by the parties that it is the responsibility of a unit member at all times to make every effort to maintain his physical condition so as to be fully fit to perform his duties with maximum effectiveness.

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To assist a unit member in this respect, the City agrees to provide and maintain exercise equipment for each precinct station, Deer Valley, Resource Bureaus, Police Headquarters, and at the Training Academy.

B. The City will provide required FAA physicals to pilots assigned to the Air Support Unit.

C. If a unit member, while carrying out his official duties is exposed to an infectious disease/virus, the City agrees to pay the expenses for inoculation of the member.

D. Unit members are allowed to work out on their "Code 7" at Police Department facilities. Unit members are required to remain in workpants/boots. Employees who work out on their "Code 7":

- 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;
- 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 shift, unless approved by their supervisor.

Program viability will be reviewed annually by the Police Chief.

Section 6-6: Term and Effect of Memorandum

A. This Memorandum shall remain in full force and effect beginning with the first regular pay period commencing in July **2024**, up to the beginning of the first regular pay period commencing in July **2026**.

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. This paragraph is not intended to preclude informal discussions under Article 2, section 2-2 hereof.

C. The provisions of this Memorandum shall be subject to Federal, State, Charter, and existing local laws that vest jurisdiction and authority in the City Council, Phoenix Employment Relations Board, and Phoenix Civil Service Board.

D. 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.

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IN WITNESS WHEREOF, the parties have set their hands this ____ of May, 2024.

_____
Justin Hernandez, Lead Negotiator, Phoenix Law Enforcement Association (PLEA)

_____
Jason Perkiser, Assistant Human Resources Director/Labor Relations, City of Phoenix

_____
Jeffrey Barton, City Manager, City of Phoenix

ATTEST:

_____
Denise Archibald, City Clerk, City of Phoenix

APPROVED AS TO FORM:

_____
City Attorney, City of Phoenix

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PLEA Team:
Darrell Kriplean, President
Yvette Bro, Vice-President
Justin Hernandez
John Maxwell
Becky Maldonado

City of Phoenix Team:
Jason Perkiser, Assistant HR Director, Labor Relations
Charmane Osborn, Assistant Police Chief
Sean Kennedy, Assistant Police Chief
Dennis Orender, Commander
Warren Brewer, Commander
Sheree Rucker, Public Safety HR Liaison
Mark Bizik, Management Assistant II (Coordinator)
Johnathan Gates, Management Intern (Scribe)

ATTACHMENT A

DRUG TESTING

The Phoenix Police Department's Operations Order 3.21, Controlled Substance Screening policy, is added to this Memorandum as Attachment **A**.

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ATTACHMENT B

RETIREE HEALTH CONTRIBUTION

City of Phoenix

The City shall provide Basic Medical Reimbursement Plan (MERP) benefits to MERP eligible unit retirees and to unit members who are hired before August 1, 2007 and are eligible to retire no later than August 1, 2022 (the date of an individual's retirement eligibility was determined on August 1, 2007), at the monthly amounts based on years of service listed below:

5 to 14 years of service	$135.00
15 to 24 years of service	$168.00
25 or more years of service	$202.00

Unit employees hired on or after August 1, 2007, regardless of years of service, may qualify for a Post Employment Health Plan (PEHP) account.

Public Safety Personnel Retirement System (These benefits are not under City of Phoenix control)*

Retiree only not on Medicare	$150.00
Retiree & family not on Medicare	$260.00
Retiree only on Medicare	$100.00
Retiree - one with Medicare	$215.00
Retiree - all on Medicare	$170.00

*Rates shown are for the 2012 calendar year. For current rates, see http://www.psprs.com/

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ATTACHMENT C

Unit 4 – Police Officers
WAGES

Police Officer, Job Code 62210

	Effective July 8, 2024		
STEP	HOURLY	BI-WEEKLY	ANNUAL
1	35.75	2,860.00	74,360.00
2	37.44	2,995.20	77,875.20
3	39.22	3,137.60	81,577.60
4	41.09	3,287.20	85,467.20
5	43.04	3,443.20	89,523.20
6	45.08	3,606.40	93,766.40
7	47.23	3,778.40	98,238.40
8	49.48	3,958.40	102,918.40
9	51.84	4,147.20	107,827.20

Police Officer*Pilot, Job Code 62211

	Effective July 8, 2024		
STEP	HOURLY	BI-WEEKLY	ANNUAL
1	49.02	3,921.60	101,961.60
2	51.35	4,108.00	106,808.00
3	53.79	4,303.20	111,883.20

Police Officer*Rescue Pilot, Job Code 62212

	Effective July 8, 2024		
STEP	HOURLY	BI-WEEKLY	ANNUAL
1	50.83	4,066.40	105,726.40
2	53.26	4,260.80	110,780.80
3	55.79	4,463.20	116,043.20

Police Officer*Flight Instr, Job Code 62213

	Effective July 8, 2024		
STEP	HOURLY	BI-WEEKLY	ANNUAL
1	52.76	4,220.80	109,740.80
2	55.26	4,420.80	114,940.80
3	57.88	4,630.40	120,390.40

Police Officer*Chief Pilot, Job Code 62214

	Effective July 8, 2024		
STEP	HOURLY	BI-WEEKLY	ANNUAL
1	54.69	4,375.20	113,755.20
2	57.28	4,582.40	119,142.40
3	60.01	4,800.80	124,820.80

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City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 30

Public Comment on Proposed MOU Between City of Phoenix and Phoenix Fire Fighters Association (IAFF, Local 493) (Unit 5)

Request for City Council to receive public comment on the terms of the proposed Memorandum of Understanding (MOU) (**Attachment A**) with the Phoenix Fire Fighters Association (IAFF, Local 493) (Unit 5).

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 Assistant City Manager Lori Bays and the Human Resources Department.

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

2024 – 2026

CITY OF PHOENIX

AND

PHOENIX FIRE FIGHTERS ASSOCIATION

(IAFF, LOCAL 493)

REPRESENTING UNIT 5 EMPLOYEES

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PREAMBLE

WHEREAS, the parties, through their designated representatives, met and conferred in good faith pursuant to Ordinance G-3303 in order to reach agreement concerning wages, hours, and working conditions of employees comprising the Fire Fighter Unit, and,

WHEREAS, the parties hereby acknowledge that the provisions of this 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 lawful limited herein,

NOW, THEREFORE, 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 and take such other action as may be necessary to implement its provisions.

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 1-2. City and Department Rights

A. The Union recognizes that the City and the Fire Chief retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the Fire Department's service delivery activities are conducted, managed, and administered, and the Union recognizes the exclusive right of the Chief to establish and maintain departmental rules and procedures for the administration of the Fire Department during the term of this Memorandum provided that such rules and procedures do not violate any of the specific express provisions of the Memorandum.

B. The City and the Chief have the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City subject to the express terms of this Memorandum.

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C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.

D. The Chief and City Manager reserve the right to discipline or terminate employees for just cause subject to Civil Service procedures.

E. The City and the Chief shall determine and establish methods and processes by which duties are performed subject to the express terms of this Memorandum.

F. The City and Chief shall have the right to transfer employees within the Department in a manner most advantageous to the City subject to the express terms of this Memorandum.

G. Except as otherwise specifically provided in the Memorandum, the City and the Chief retain unqualifiedly all rights and authority to which, by law, they are entitled.

H. The City shall have the authority to effect reorganizations of the Department. However, any such reorganization shall be discussed by the Labor-Management Committee prior to implementation.

I. The Union recognizes that the city has statutory and Charter rights and obligations in contracting for matters relating to municipal operations.

J. The inherent and express rights of the City and the Chief, including those herein specifically referred to, which are not expressly modified or restricted by a specific provision of this memorandum, are not, in any way directly or indirectly, subject to the Grievance Procedure herein.

K. Nothing herein shall be construed to diminish the rights of the City under **provisions established in the Meet & Confer Ordinance, Chapter 2, Article XVII, of the City Code** or to diminish the provisions of the Civil Service Rules.

Section 1-3. Rights of the Union

A. The Union, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Fire Fighter's Unit as certified by the Phoenix Employment Relations Board on July 29, 1976.

B. The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The Union plays an important role furthering this relationship and ultimately improving service to the City and its citizens. Accordingly, the City and the Union have negotiated various rights for unit employees as set forth in this MOU, in exchange for services to the City and in lieu of increased

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compensation. These bargained-for rights will promote and improve enhanced service delivery models and public safety, along with other tangible benefits to the City's residents.

C. The Phoenix City Council has determined, and Unit 5 agrees, there are specific activities that confer a public benefit; a dual public/private purpose or an exclusively public purpose, for which up to 2 Unit 5 (IAFF) members may be released and will perform these duties under City Business.

D. The City's Labor Relations Administrator or authorized designee will be responsible for coordinating the City Business Time. The Labor Relations Administrator shall work directly with Unit 5 in order to confirm any and all paid activity of the Authorized Employees is consistent with the activity approved below. The two Unit 5 members identified in Subsection B shall submit reports each pay period to the Labor Relations Administrator documenting the City Business and any leave (e.g., donated leave, vacation leave, sick leave, etc.) used during that pay period. The City has the right to audit time cards submitted. In the event there is disagreement, the parties will meet to discuss the matter at the request of Unit 5 or the City. The audit may result in Unit 5 reimbursing the City, by submitting Union Release hours, donated leave, personal leave, or monetary payment from the Union, for activity not deemed City Business under this Agreement.

E. City Business Time

The City has determined there are activities that confer a public benefit, a dual public/private purpose or an exclusively public purpose for which members of Unit 5 should be released from their official duties to perform. Unit 5 acknowledges its members will receive City Business time for the time spent performing the following activities:

1. Authorized Employees will attend trainings that have been authorized in advance by Administration.

2. Authorized Employees will facilitate communication between employees and management ensuring a safe and efficient delivery of services, as well as developing a heightened degree of labor/management cooperation.

3. In coordination with management, Authorized Employees will communicate new programs and/or policy changes to the broader City workforce that are members of the bargaining unit in order to streamline service delivery and ensure timely implementation of changes in policy or programs. Changes in safety or security policy and procedure will be prioritized.

4. In coordination with management, as a means of achieving a healthier workforce and driving down costs associated with workers' compensation, the cost of

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providing healthcare and the use of sick time, Authorized Employees will assist bargaining members with understanding coordination of benefits.

5. In order to ensure City resources are well coordinated, upon the direction of the City and consent of IAFF, Authorized Employees will participate in various City committees, labor management meetings, or labor management work groups as a member of the committee or group.

6. Participate in Department-authorized or City-sponsored authorized community projects and events.

7. Represent employees involved in critical incidents at the time of incident (e.g., personal injury related).

8. As a means of controlling administrative and litigation costs associated with employee matters in a large and complex City and with the goal of resolving matters at the earliest possible stage, at management's request Authorized Employees will assist bargaining unit members/employees and management in matters related to employer/employee relations.

9. Legislative, lobbying or political activities with the approval of the City Manager or authorized designee.

F. Activities not eligible for City Business Time

Authorized Employees shall be prohibited from engaging in any of the following activities while on paid City Business time:

1. Lobbying. This includes letter writing or telephone calls, without approval of the City Manager or authorized designee.

2. Legislative Activity. This includes participating in the preparation or distribution of legislative proposals, without approval of the City Manager or authorized designee.

3. Organizing. This includes preparing and/or distributing union related materials.

4. Civil Service Discipline. This includes the representation of any bargaining unit member/employee in disciplinary matters before the Civil Service Board.

5. Bargaining/Negotiations. This includes any matters deemed to be a mandatory subject of bargaining.

6. Representation in grievance or disciplinary proceedings.

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G. Requests for City Business Time

1. A union member who wishes to use City Business time must submit a written request *(e-mail will suffice)* as soon as the need for time is known but no later than 72 hours in advance, when practical, of the time requested to an individual designated by the Labor Relations Administrator or authorized designee. Any such request must specify what the time will be used for. A request for City Business time will be approved only if the activity has either a dual public/private purpose or an exclusively public purpose. Upon Labor Relations Administrator approval, Fire Department time management will be notified of the approved leave for entry into Telestaff.

H. Union Representatives

1. The Union may designate one (1) 493 Executive Director, three (3) 493 Directors, and four (4) Union Representatives to represent members of our unit when appropriate. The Phoenix Chapter President shall notify the Fire Chief of these designations. There shall be no obligation on the Department to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations.

2. Union representatives may attend mutually scheduled grievance, investigative, and disciplinary meetings and hearings with department representatives during duty hours by using the Bank of Donated Leave. Time spent during duty hours for any other union activity, such as gathering information, interviewing the grievant or witnesses, attending a union meeting, or preparing a presentation shall also be charged against the Bank of Donated Leave as described in Article 5, Section 5-5.

I. Union members may be authorized in advance in writing to engage in Union related activities during duty hours on a non-paid basis by the Fire Chief at such time and in such instances when in the discretion of the Chief such will not in any manner interfere with the efficient and economical operations of the Department nor adversely impact the level of Fire Fighting services or support services.

J. There shall be no use of official time for Union-related activities except as expressly authorized under Section 1-3E of Article 1. The Department shall maintain procedures to administer and control use of official time in conformity with the provisions of this Section.

K. Upon the Union's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, the City shall furnish to the Union on request, at actual cost, a listing of Union members on City payroll deduction in July and January during the term of this agreement indicating name, mailing address, and job assignment. The City will also provide a monthly list of employees added that month to Unit 5.

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L. The City shall, in conformity with **the provisions established in the Meet & Confer Ordinance, Chapter 2, Article XVII, of the City Code**, deduct monthly the Union members regular periodic Union membership dues and/or special assessments pursuant to authorization on a form to be provided by the City, duly completed and signed by the Union member, and transmit such deductions to the Union on a monthly basis; except, however, that such deduction shall be made only when the employee's earnings for a pay period are sufficient after other legally required deductions are made. The City shall, at the request of the Union, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change. The City shall not make dues deductions for Unit employees on behalf of any other employee organization during the term of this Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph. In addition, with sufficient notice the Union may request a change in dues deduction to either monthly or bi-weekly for the entire membership each July 1 or at other times agreed to by the parties. By filling out and submitting a voluntary deduction form for membership dues, each unit member/employee is clearly and affirmatively consenting to the deduction of the stated amount of money for membership dues from their pay check.

M. The City will continue to provide those bulletin boards as designated by the City in the past exclusively for posting of official Union literature that is not political in nature, abusive of any person or organization, or disruptive of the department's operations. In addition, the Union will be allowed to use all Fire Department Communications tools to disseminate such information when necessary. Such announcements shall not be political in nature, nor shall they be abusive of any person or organization or disruptive of the department's operation. The Assistant Chief in charge of personnel, or his designee, shall review the content of the buck slip communications prior to distribution.

N. Nothing herein shall be construed to diminish the Union's rights under **the provisions established in the Meet & Confer Ordinance, Chapter 2, Article XVII, of the City Code**.

O. The City will provide the Union, upon request, non-confidential and readily available information concerning the Union that is necessary to Union representatives for negotiations, and is not otherwise available to the Union, such as personnel census, employee benefit data, and survey information. Such requests shall be made through the Assistant Chief in charge of personnel. Any unusual costs incurred by the City in connection with this Section shall be borne by the Union.

P. The Union and the Department will jointly present training to new Fire Fighter recruits about the activities that are mutually beneficial to the City and the Community. This time will be allotted sometime during the last 4 weeks of training of said recruits at the Training Academy. During such discussions, Union representatives shall avoid

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the dissemination of information that is political in nature, abusive of any person or organization or disruptive of the Department's operation. City business time will be available for this purpose.

Q. Seniority

1. The City shall provide the Association with a list of unit members/employees showing each unit member's/employee's City employment date and class employment date.
2. 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.
3. Seniority will be applied in conjunction with City of Phoenix Personnel Rule 14.
4. The Department will also post an annual seniority list (beginning of the fiscal year) on the Department's internal webpage. In addition, new promotional lists for Fire Engineer and Fire Captain will be posted on the internal webpage after they are certified and finalized by City HR.

Section 1-4. Rights of Unit Employees

A. All employees 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. Whenever the terms "employee, Unit employees, grievant" or some derivation of those, is used in this MOU it shall be synonymous with the term "Unit member/employee."

B. Union employees have the right to be represented or not to be represented by the Union in dealings with the City concerning grievances and matters pertaining to their individual employment rights and obligations.

C. It is understood by the parties that the benefits granted by Section 1-4 of Article 1 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 Section. The employer shall count as paid leave any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Section.

D. 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 below criteria by contacting the department Human Resources Officer. Official records may only be inactivated and not removed per records retention law, and members/employees will receive confirmation once the requested record is removed/inactivated.

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Document	Supervisory File	Department File (if applicable)	Personnel File (OFFICIAL FILE)
Coaching's/Supervisory Counseling's	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.		Maintain copy in file. Cannot Remove	Maintain original in file. May not be inactivated

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 pocketknife (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).
- 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.

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- The employee's actions meet the elements of a felony.
- The employee committed an act of dishonesty.

E. Supervisors are encouraged to discuss concerns and attempt to resolve those concerns with a member/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.

1. The City may, at its discretion, either conduct investigatory interviews with members/employees or issue members/employees written questions. In either case, a Notice of Inquiry (NOI) form will be used. The intent of the NOI is to clearly put members/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.

2. If the City elects to issue written questions to the member/employee, the following shall apply:

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

    b. The member/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.

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

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

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

    c. The union representative may assist and consult with the member/employee, attempt to clarify the facts or questions asked, and suggest other members/employees or witnesses who may have knowledge

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of the underlying issues. The union representative cannot speak on behalf of the member/employee or impede the progress of the interview.

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

e. The interviewer may not prohibit the union representative from engaging in representation, including consulting with the member/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 member/employee will be given the opportunity to clarify their answer after the caucus.

f. All parties may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.

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

h. If the department requires a written statement at an investigatory meeting, the member/employee will be compensated up to one hour of City time to write the statement. Additional time may be granted at the discretion of the department and will not be withheld arbitrarily.

i. **The City will notify the Unit member/employee within 7 calendar days following the conclusion of all investigative interviews and final preparation the draft summaries. Upon notification, the Unit member/employee will have 7 calendar days to make a written request for the audio files and/or the draft summary of the Unit member/employee's interview, which the City will provide. After receiving the requested audio files and/or the draft summary of the Unit member/employee's interview, the Unit member/employee will have 7 calendar days to provide, in writing, clarification of the Unit member/employee's interview answers and draft summary of Unit member/employee's interview**.

j. Except for emergency situations, the unit members/employees shall have a minimum of 48 hours to arrange for union representation when the member/employee is the subject of an administrative investigatory interview. The union representative will make every reasonable attempt to

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arrive within the 48 hours. A member/employee may waive the 48-hour time requirement if the member/employee is not opting for representation.

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

    a. The member/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 member/employee's family, the member/employee's attorney, the investigator, or chain-of-command.

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

    c. The member/employee 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)].

    d. **The Department will make available for review to the unit member and/or his representative any relevant and readily available material that is being used as the basis for an allegation of misconduct.**

       Material includes any video, audio, photographs, or documents known at the time the internal investigation is initiated and that are specifically related to the conduct of the unit member under investigation. Material does not include audio recorded interviews of witnesses; complaints that are filed with the employer and that include allegations of unlawful discrimination, harassment, or retaliation or complaints that involve matters under the jurisdiction of the United States equal employment opportunity commission); material(s) or facts that would impede the investigation; or investigative leads captured during the investigative process.

       Prior to interviewing an involved employee, the investigating supervisor will complete and provide an investigation material list to the involved employee.

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

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f. Every 60 days, **the Chief assigned to Human Resource, or a sworn designee will provide, either verbally or in writing,** a status update **to a unit member/employee who is under investigation**. **If a member/employee is in an at home work assignment, that communication will take place every 45 days**.

5. Miscellaneous

   a. A unit member/employee 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.

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

   c. **The City will not require or compel Unit 5 members/employees to make any self-incriminating statements during criminal investigations.**

6. Unit members/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.

7. A member/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 member/employee.

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

F. Member Discipline

Any member**/employee** receiving discipline that results in a loss of hours, or days or

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work, will have those hours converted to match their appropriate work schedule. Discipline for 40-hour members**/employees** shall be equal to 8 hours for one work day. Discipline for 56-hour members**/employees** shall be equal to 11.2 hours for one work day. Any discipline exceeding one day will be increased proportional to the hours outlined in this section. **A 56-hour member/employee may choose to use earned vacation or compensatory time to account for the remaining workday hours.**

Section 1-5. Prohibition of Strikes and Lockouts

A. The Union pledges to maintain unimpaired Fire Fighting and related supported services as directed by the Fire Chief. It shall not cause, condone, counsel or permit employees, to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the normal functions and procedures of the Department.

B. Should any employees of the bargaining Unit during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Paragraph A, the Fire Chief or his designee shall immediately notify the Union that a prohibited action is in progress. The Union shall forthwith disavow said strike or other prohibited action and shall endeavor in good faith to cause such employees to immediately return to work and/or cease the prohibited activity or, alternatively accept the responsibility for the strike or other prohibited activity.

C. There shall be no lockout by the City during the term of the Memorandum.

D. The provisions of Section 2 (17) and section (13) of Ordinance G-1532, are incorporated into this Memorandum.

Article 2: Grievance/Arbitration/Labor Management

Section 2-1. Grievance Procedures

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

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1. As a matter of good labor-management relations the parties encourage unit members/employees who believe that they have a bona fide grievance to discuss and attempt to resolve it with their immediate non-unit supervisor.

2. If the above informal discussion is held and does not resolve the grievance, the unit member/employee 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/employee, submitted as herein specified, claiming violation(s) regarding the interpretation and/or application of the specific express terms of this Memorandum for which there is no other specific and formal method of review; and doesn't have a fact pattern that has been presented to and decided upon by the City Manager in a prior grievance. However, disputes specifically excluded in other Articles of this Agreement from the Grievance and Arbitration procedure shall not be construed as within the definition set forth above and shall not be handled in accordance with this procedure. It is agreed that such excluded disputes are not grievable or arbitrable under the terms of this Article or under this contract.

2. The City continues to retain the format used for 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

All grievances covered by this Article shall be handled exclusively in the following manner:

A grievance must be reduced to writing, citing the specific Article and Section of this Memorandum alleged to have been violated.

1. Step 1

The unit member/employee shall reduce the grievance to writing by signing and completing the grievance form provided by the City and submit it to the division head, or designee, within 14 calendar days of the initial commencement of the occurrence being grieved. **(Not withstanding other pertinent time bars, statute of limitations, etc., the City acknowledges that certain violations may constitute "continuing violations" thereby permitting submission within 14 calendar days of subsequent occurrences, if applicable.)**

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The division head, or designee, may investigate, further consider, and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written mutual agreement may move the grievance to Step 2 of the grievance procedure.

2. Step 2

If the written response of the Step 1 does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to the department head, or designee within 14 calendar days of the grievant's receipt of the Step 1 response.

The department head, or designee, may further consider and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written agreement may move the grievance to Step 3 of the grievance procedure.

3. Step 2.5

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.

4. Step 3

a. If the written response of the Step 2 (or 2.5 if applicable) does not result in a resolution of the grievance, the grievant may, within 14 calendar days of the Step 2 response, appeal the grievance by signing and completing the City form and presenting it to Labor Relations. A Grievance Committee hearing will be scheduled at which the grievant shall be afforded the opportunity to fully present his position and to be represented.

   The Grievance Committee shall be composed of:
   Chairman – A member of the City Manager’s Office designated by the City Manager.
   2 Members – Mutually agreed upon by City Manager’s Office and Local 493.

   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. If the grievant so elects in writing within the above time limit, in lieu of such 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 7 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 be bound by the language of this Memorandum and departmental rules and regulations consistent therewith 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.

   iv. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

   The arbitrator shall submit findings and advisory recommendations 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.

c. The City is not under any obligation to accept grievances where the City Manager has previously decided on the same fact pattern.

D. Time Limits

Failure of City Management representatives to comply with time limits specified in Paragraph 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 of the deadline.

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E. 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 1-3 of this Memorandum. The Union shall file such grievance at Step 3 of this Procedure.

F. Group Grievance

When more than one unit member/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 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 Grievants. Each unit member/employee that is a party Grievant must be named and must sign such group grievance.

G. Employer Grievances

Should they occur as a result of official Union activities or actions, including the failure to act as required under the terms of this Memorandum, employer grievances will be presented directly to the Union president or any officer of the Union within 14 days of the occurrence prompting the grievance. The president, or designee, shall in each case provide a written answer within 14 days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step 3.

Section 2-2. The RBO / Labor-Management Process

A. The purpose of the Relationships by Objectives (RBO) committee is to enhance service delivery models and address public safety employee-related issues. The RBO 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 will have a significant impact on service delivery or work schedules. Items of concern are then enacted as initiatives to be in accomplished over the course of the year that follows.

B. The RBO Committee shall meet annually at mutually scheduled times, and at other mutually agreed upon times as necessary. The RBO Committee process consists of a Correlating Team. The Correlating Team includes the following representatives from Labor and Management: the Fire Chief and Executive Staff (Assistant Fire Chiefs) and the Union President and Labor Executives. For each initiative mutually identified in the RBO process, a Committee is established consisting of representatives from labor and management and facilitated by co-chairs. Sub-committees are further developed to facilitate meetings to achieve goals as set forth in the agreed upon initiatives. Throughout the year, Committees and Sub-

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Committees will meet regularly to accomplish their RBO initiatives.

C. There shall be a Fire Labor-Management Committee consisting of the Fire Chief and Union President. The Fire Labor-Management Committee provides oversight for the entire RBO / Labor-Management Process.

D. A standing agenda will be developed. The members shall, in advance of a meeting, provide the co-chairs with proposed additional agenda items, and the co-chairs will provide the members with the meeting agenda.

E. Representatives of the Union on the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty time.

F. The Sub-Committees may be supplemented by representative(s) of the City Manager if it is proposed to discuss mutual aid or fire protection contract matters.

G. The Sub-Committees may, if they deem proper, suggest recommendations to the Fire Chief and the City Manager for their consideration and determination.

H. Employees who are designated by the Fire Labor-Management Committee as RBO/Labor Management Coordinators will be eligible for compensation from a bank of 2,112 hours. These individuals, limited to no more than 11 employees, will work with management on the priorities determined through the RBO (Relationships by Objectives) process. These initiatives pertain to enhancing operational efficiencies, service delivery, and improvements to employee safety and organizational performance.

I. It is understood by the parties that the benefits granted by Section 2-2 of Article 2 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 Section. The employer shall count as paid leave any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Section.

J. The City will provide the professional services of a secretary for the labor-management process. The secretary will be assigned to the community affairs division of the Phoenix Fire Department and will work at the direction of the Fire Labor-Management Committee. The selection process for this position shall be determined by the Fire Labor-Management Committee.

K. In the interest of encouraging member total wellness and providing customer service delivery, the City of Phoenix Fire Department and Phoenix Fire Fighters Association Local 493 will develop a drug testing policy through the Fire Labor/Management process. The drug testing program will be administered and managed by the Fire Department.

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Section 2-3. Productivity Discussions

A. Recognizing the need to provide the highest practical level of fire protection and emergency medical service to the citizens of Phoenix, the City, Fire Department, and Union, pledge to continue to work towards increasing the productivity of the Phoenix Fire Department. In a continuing commitment towards increased productivity, the joint Labor-Management Productivity Committee shall meet on a regular basis during the term of the M.O.U. to discuss the development of structured productivity programs within the Phoenix Fire Department.

B. The distribution of any demonstrated economic savings or other productivity rewarding measures resulting from the implementation of productivity programs shall be a proper subject for the Meet and Confer process pursuant to **the provisions established in the Meet & Confer Ordinance, Chapter 2, Article XVII, of the City Code**.

C. It is understood by the parties that the benefits granted by Section 2-3 of Article 2 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 Section. The employer shall count as paid leave any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Section.

Article 3: Compensation/Wages

Section 3-1. Wages

A. The economic value of **a non-continuous payment equal to 2.5% of base wage** will be paid out as follows:

   1. **A non-continuous payment of $2,135.00 for each employee to be paid out on the first full pay period in August of 2024**.

B. **Limited Reopener for FY 2025-2026: If the City projects revenues will exceed $1,750,000,000 for Fiscal Year 2025-2026 in the forecast that is presented to City Council in February 2025, the parties may reopen Section 3-1 of this agreement for the sole and limited purpose of Meeting and Conferring, in February 2025, over base wage increases, if any. Unless held invalid by operation of law or by a final judgment of any tribunal of competent jurisdiction, all other terms and**

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conditions of this MOU shall remain in full force and effect during any such reopener and throughout the duration of this MOU.

C. Employees assigned to, or assigned as rovers to, Special Operations Teams, canine search specialists team, and the ARFF program team, and who have also achieved and maintained the level of Technician, or equivalent, through specific training and education, shall receive Special Ops Team pay. Members certified in both hazmat (HMT) and technical rescue (TRT) and assigned to, or assigned as rovers to fill cross trained positions on the heavy rescue squads and/or C-957 shall receive Bi-Tech Team pay, which is the sum of HMT & TRT Special Ops Team pay combined.

   An employee who is awarded a position on a team in this section shall receive their Team Pay no later than 6 months, if the Fire Department has not offered the employee a training spot in the required entry level Special Operations course within 6 months of accepting their team position.

   If Employees who are required to obtain dual technician certification (C957 Captains and employees assigned to heavy rescue squads) do not have either team pay and employee has not been offered a training spot in the required entry level Special Operations course within 6 months of accepting their assignment, they will receive team pay for one of the two disciplines. If the employee has one technical certification in good standing and is receiving team pay, the member will receive assignment pay for the second discipline if the employee has not been offered a training spot in the required entry level Special Operations course within 6 months of accepting their team position.

D. **Employees** who meet the Fire Department**'**s linguistic skill qualifications and become certified, shall receive a premium of $75.00 per month.

E. It is understood that the pay rates set forth in Attachment "A" are interpreted to be specific with regards to steps **as implemented in the classification and compensation and passed in Ordinance S-49802 by the City Council on May 31, 2023**, except that performance related items including, but not limited to, special merit increases, special salary adjustments, demotions, assignment pay and extensions in merit pay anniversary dates resulting from extended leave without pay, industrial, and reinstatements may alter an employee's step progression and monthly salaries as indicated in Attachment "A."

   If an employee is not given his/her performance evaluation by the annual review date, the employee may request his/her merit increase in writing by sending a memorandum directly to the Human Resources Officer. If the performance evaluation is an overall "met," the request will be processed within 21 calendar days of submittal and will be retroactive to the performance evaluation annual review date.

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F. Employees assigned by the Fire Chief to staff assignments in authorized staff positions (40 hours) will be entitled to 10% assignment pay if such assignment is to exceed 2 consecutive pay periods, and shall continue to receive such assignment pay for the duration of such assignment. This provision shall not apply to employees attending recruit training or employees assigned to limited duty. Employees assigned to authorized 40 hour staff assignments and who begin receiving staff assignment pay shall also be eligible to continue all other current assignment pays provided all required certifications are maintained. Employees assigned to limited duty shall continue to receive holiday pay and FLSA/work week adjustments (Section 4-1, Paragraph E, of Article 4) for the duration of their limited duty assignment, irrespective of their actual work hours.

G. Employees assigned to any 40 hour staff positions shall receive 2 8 hour or 10 hour professional development days per year depending on their schedule. The employee shall decide the days and areas of development. These days shall be assigned through the vacation signup process. No employee shall receive these days in addition to the full amount of Local 493 days.

H. The Fire Department's 21-day pay schedule normally begins on C-shift Mondays. In any leap year, ERSO, South Shift Command, Payroll and Local 493 will identify the first and most appropriate "Payroll Monday" to switch to a leap year schedule. The following is the schedule that will be utilized for the coming leap year in 2024:

- Friday, February 16, 2024 (C-Shift Works)
- Saturday, February 17, 2024 (A-Shift Works)
- Sunday, February 18, 2024 (B-Shift Works)
- Monday, February 19, 2024 (C-Shift would normally be scheduled, however, C-Shift will be converted to A-Shift to coincide with the 21-day pay schedule and resume the normal ABC shift rotation)
- Tuesday, February 20, 2024 (B-Shift Works)
- Wednesday, February 21, 2024 (C-Shift Works)

I. Effective the first full pay period in July 2023, Unit 5 employees shall be paid Nightwork Pay of $5.00 per hour on all hours actually worked between 2200 hours and 0600 hours. No employee shall receive the hourly Nightwork Pay while on paid leave.

Nightwork Pay must be accounted for in base wage computations for the purposes of any and all classification and compensation studies and comparisons.

The parties agree to evaluate this program during the term of the 2023-24 M.O.U.

J. Union Requested Job Classification Studies

1) The Union may submit a prioritized written request of classifications

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specific to the unit that they wish to have studied each contract term. 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. Requests from the Union will be prioritized with other standing requests.

2) The Union and the City have met regularly since the implementation of the 2023 class & comp study to resolve issues that resulted. As such, the Union and City Human Resources Department (including representatives from the Class & Comp Division) will meet with Union leadership monthly during the term of this MOU to discuss issues arising from the 2023 citywide classification and compensation study.

Section 3-2. Productivity Enhancement Pay

A. In recognition of the significant increase in service delivery and cost savings to the City of Phoenix by the employees of the Phoenix Fire Department, the City agrees to implement the following Productivity Enhancement Pay formula for employees:

1. In November of each calendar year and June of each calendar year, employees who have completed at least 7 years of continuous full-time service and who meet the additional qualifications specified in Section 3-1A of Article 3 shall be paid $80.00, pro-rated and included each pay period in the qualifying unit member's/employee's regular pay check throughout the year, for each full year of continuous full-time service in excess of 5 years, up to a semi-annual maximum of $2,000.00, annual maximum of $4,000.00 at 30 years.

2. 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.

3. Adjustments to payments will be made as soon as possible but no later than 30 days of the qualifying date.

B. An employee must have achieved the overall performance rating of "meets standards" on his latest scheduled performance evaluation on file in the Human Resources Department.

C. An employee who receives a below "meets standards" evaluation shall receive another evaluation within 90 to 120 days, and if that evaluation is "meets standards," he will be eligible for Productivity Enhancement Pay starting with the next qualifying date.

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Section 3-3. Overtime

A. Employees who are assigned to be and are on duty beyond their scheduled work shift shall be compensated for such assigned overtime work at 1 ½) times their regular rate, 56 hours or 40 hours, after the first 7 minutes of assigned and worked overtime calculated to the nearest 1/4 hour.

B. Employees shall have the option of being paid in cash for overtime, or allow the overtime to accrue as compensatory time up to a maximum of 168 hours for employees working a 56 hour schedule, or 120 hours for employees working a 40 hour schedule.

C. Overtime compensation shall not be paid twice for the same hours worked.

D. Use of compensatory time shall be in conformance with the requirements of the Fire Chief and shall take into consideration departmental scheduling and operational factors.

E. Payment for time worked shall be in conformance with the requirements of the Fire Chief and shall take into consideration departmental scheduling and operational factors.

F. The provisions of Section 3-2 of Article 3 shall not apply where an employee is assigned out-of-class to a non-Unit position.

G. Allocation and opportunities for overtime shall be discussed in the Labor/Management process.

H. **The Fire Department will maintain daily "peak time" opportunities on either 2 person rescues or 4 person units on a peak time basis only. Special events staffing and overtime opportunities outside of the 9-11 response system will not be counted as a peak time opportunity.**

This item reflects an agreement between the Fire Department and the Union in 1984 on the future staffing of the rescues. The increased work-load and responsibility of the full time rescues was incented by agreement that there would be overtime opportunities on peak time rescues. Further, the department was reorganized through the RBO process in 1993 to enhance ALS and rescue capabilities throughout the city. This reorganization included a pool of employees to staff back rescues and guarantee that no new employee would have to work more than 200 shifts on a rescue. Employees agreeing to be in this pool are then entitled to work on the peak time rescues on an overtime basis when their name comes up in a rotation. **The Fire Department and Local 493 will continue to work jointly through the RBO**

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Process to determine the deployment of peak time units to ensure the greatest benefit to the service delivery system and provide adjustments, when needed.

Section 3-4. Call Out Pay

A. Call out time shall be at a minimum of 3 hours at 1 ½ times the employee's regular rate of pay, 56 hours or 40 hours depending on assignment, after the first 7 minutes calculated to the nearest 1/4 hour. If a unit member/employee leaves a call out event without authorization prior to the termination of the event, Section 3-2A of Article 3 shall not apply.

B. The provisions of this Section shall not apply where an employee is assigned out-of-class to a non-Unit position.

Section 3-5. Out-of-Class Pay

Pursuant to A.R. 2.201, 16 hours of out-of-class work on a shift for employees will constitute a full shift of out-of-class assignment pay. There will be no out-of-class pay for working less than 16 hours.

In order to qualify to be eligible to receive out-of-class assignment pay, employees must complete 8 shifts of out-of-class assignment (16 hour minimum to constitute a full shift). As an alternative for qualifying only, 192 hours of out-of-class assignment shall satisfy the minimum qualifications required to become eligible for out-of-class pay. For the purpose of the 192 hour qualifier, out-of-class hours must be in increments of no less than 7 hours.

Employees on a 40 hour schedule will complete 11 shifts, 6 hours minimum of out-of-class assignment, to satisfy the minimum qualifications for out-of-class pay.

Section 3-6. Sick Leave Conversion at Retirement

The following benefit will apply:

A. Definitions

1. "Qualifying Hours" - The minimum number of accrued and unused sick leave credits existing on the last day of service prior to retirement, which are necessary before an employee can participate in the benefit program.

2. "Base Number of Hours" or "Base Hours" - The number of hours of accrued and unused sick leave credits which are uncompensated under Section 3-4 of Article 4 which the City will compensate the employee.

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3. "Base Hourly Rate" - The base hourly rate of pay being paid at the time of retirement to the retiring employee who qualifies for participation in the benefit program.

B. Benefit and Eligibility

1. An employee that has between 1 – 1,259 hours of sick leave remaining in their sick leave bank at the time of retirement, or the 40 hour equivalent, shall be eligible for payment of an amount of compensation equal to his/her base wage for 50% of their hours.

2. An employee who has accumulated a minimum of 1,260 qualifying hours or more of accrued and unused sick leave at the time of retirement, or the 40 hour equivalent, shall be eligible for payment of an amount of compensation equal to his/her base hourly rate for 65% of their sick hours.

3. An employee who has accumulated a minimum of 1,800 qualifying hours or more of accrued and unused sick leave at the time of retirement, or 40 hour equivalent, shall be eligible for payment of an amount of compensation equal to his/her base hourly rate for 80% of their sick hours.

4. An employee who has accumulated a minimum of 2,400 hours, or the 40 hour equivalent, or more of accrued and unused sick leave at the time of retirement shall be eligible for payment of an amount of compensation equal to 100% of his/her base hourly wage for all hours.

5. Effective July 1, 2014, and thereafter, an employee who has accrued at least 1286 hours for 56 hour members, or 919 hours for 40 hour employees, of unused sick leave may elect to have 168 hours for a 56 hour unit member/employee, or 120 hours for a 40 hour unit member/employee paid out in a lump sum. Any unit member/employee may only elect to exercise this benefit 3 times in their career, and not more than one time in a fiscal year. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.

6. The payments described in numbers 1 through 5 above are not considered Final Average Salary for purposes of pension calculations.

C. Administration

1. At the time of retirement or death of an active employee who is eligible for retirement, the City's Employee Benefits Division, or such other individual or agency as the City may designate, shall determine the employee’s eligibility and the amount of accrued and unused sick leave to be compensated.

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2. The employee shall verify in writing the computation of the Employee Benefits Division.

3. In the event an employee's eligibility for participation or the amount of compensation is disputed, the dispute shall be submitted to the City Auditor for resolution.

Section 3-7. Deferred Compensation and Defined Contribution Plans

A. The City shall contribute an amount equal to 4.42% of each employee's biweekly gross pay to the City's 401(a) Defined Contribution Plan. Pension contributions will be made by both the City and the employee on the contributions.

B. At the employee's separation, for either retirement or exiting the Deferred Retirement Options Program, the employee's sick leave payout amounts will be automatically contributed into the City's 401(a) plan. Any excess amount over the Internal Revenue Code 401(a) plan contribution maximum limits will be automatically contributed into the City's 457(b) plan. Any portion of the excess amount that cannot be contributed to the 457(b) plan because of Internal Revenue Code 457(b) plan contribution maximum limits will be paid as taxable income. The 401(a) Plan Document as approved by the Deferred Compensation Board will be the governing document.

Section 3-8. Non-Direct Payment of Compensation or Benefits

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/employee 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, member donated release time, etc.

Article 4. Hours of Work/Working Conditions

Section 4-1. Hours of Work

A. The duty hours for employees assigned to Operations or Emergency Services, excluding 40 hour staff assignments, shall continue to average 56 hours per week. Shifts shall continue to be 24 hours in duration.

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B. The work hours and schedule of employees assigned to an administrative staff assignment (Non-Operations/56-hour schedule) shall be 5 8 hour days (excluding authorized meal breaks), or 4 10 hour days (excluding authorized meal breaks) at the discretion of the Fire Chief.

C. The work hours and schedule of employees assigned to the Fire Investigations Section may only be mutually changed by the Fire Chief and the Union President through the Labor-Management process. Fire Investigation employees will be assigned to one of two 40-hour schedules that may include a 4/10 or a modified A, B, C shift schedule. All schedules will equal a 40-hour work week. All Fire Investigators, regardless of schedule will be paid overtime at the 40-hour rate.

   Fire Investigation employees assigned to the modified shift schedule will be required to work on City paid holidays when their regular schedule shift occurs on that day. Those employees required to work on a City holiday as a result of the shift schedule will receive pay in lieu of time off. The Fire Department shall continue its long-standing practice of using sworn Fire Captains as Fire Investigators.

   The Fire Department will attempt to maintain staffing levels of the Investigations Section, in order to provide for investigatory needs of the Department. Any future proposed staffing level recommendations will be discussed through the labor/management process. A maximum of one vacation shift will be allowed per shift for those employees assigned to the modified A, B, C shift schedule, unless pre-approved by department head or designee.

D. When an employee is required to change from one type of a schedule to another by the Fire Department, the Department shall allow a minimum of 16 hours between tours of duty.

E. The work week for employees on a 56 hour schedule shall be 53 hours. Employees will continue to work the existing 56 hour schedule. Employees working the existing 56 hour schedule will be compensated as follows:

   1. The first 53 hours will be paid at the base 56 hour rate.

   2. The 54th hour will be paid at 1 ½ times the regular hourly rate.

   3. The 55th and 56th hours will be paid at 2 times the base 56 hour rate.

F. Employees attending a Department Sponsored Training Programs or courses may be placed on one of two optional training schedules, based upon Operational, Training, and budgetary considerations:

   Schedule 1. Employees may be placed on a 40-hour work week schedule and be

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entitled to a 10% increase in pay in accordance with Section 3-1 (H) of this Memorandum of Understanding. Employees shall be paid on a 40-hour work week until completion of the respective Training Program. In the event an employee attending the Training Program does not receive their regular Local 493 Days (as per Section 3-1 (I) of this Memorandum of Understanding), any missed Local 493 Days will be re-scheduled prior to the employee's return to the Operations Division.

Schedule 2. Employees may remain on their normal Operations schedule (A, B, or C Shift) and be provided paid Fire Department leave to attend the Training Program when their training is scheduled on shift. When members are required to attend training on their days off, employees will be compensated at 1 ½ times their regular rate for the hours they are in attendance. Compensation and Local 493 Days will remain the same as any other employee assigned to a 56-hour work week. The decision to utilize Schedule 1 or 2 will be discussed in a labor/management setting.

G. Each 56 hour unit employee shall receive 4 shifts off per year, referred to in this MOU as Local 493 days. This will allow for an hours reduction without specifying a specific number of hours in this reduction or reducing current rates of pay, FLSA, or hours reduction pay as specified in Section 4-1, Paragraph E, of Article 4. The rotation system shall be worked out between the Fire Chief and the Union President with the consent of the Labor Relations Division. These Local 493 Days shall be awarded based on total seniority as a sworn member of the Fire Department. Unit 5 employees may submit a request to work a Local 493 day. Management may hire members to work a Local 493 day in the event the constant staffing process is utilized to meet minimum staffing requirements. Employees who work a Local 493 day must work the entire 24-hour shift and shall be compensated at a rate of one and one-half (1½) times their regular rate of compensation, in addition to their regular pay. Employees shall have the option of being paid cash or allow the compensation to accrue as compensatory time as governed by the current MOU.

Section 4-2. Shift Trades

Two (2) employees serving in the same classification may be granted the opportunity to exchange shifts up to a maximum of 45 such exchanges per employee in a contract year. Shift exchanges shall not qualify an employee for premium overtime payment and cannot be repaid in any other form of compensation. All employees seeking shift exchanges (AWRs) must be current with all certifications and required training before being approved for the exchange. All shift exchanges are subject to the approval of the Fire Chief or his/her designee and shall be in conformance with regulations issued by the Fire Chief.

Section 4-3. Filling Vacancies

The Fire Chief will endeavor to permanently fill vacancies in regular positions, that are

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duly authorized to be filled, expeditiously within limitations imposed on him by administrative and operational factors, and thereafter, consistent with applicable Civil Service Rules, based on length of service by classification when fitness and qualifications of interested employees for the particular vacancy are deemed to be equal by the Fire Chief. When requested, departmental management shall indicate the reason why an employee was or was not transferred into a vacancy as part of Labor-Management Committee proceedings. "Vacancy" hereunder is defined as a regular opening in any position created by death, retirement, dismissal, promotion, demotion, creation of a new regular position or transfer, provided, however, that with the filling of staff positions, all applicants shall be considered, and the Fire Chief shall make the final determination.

Article 5. Benefits

Section 5-1. Health Insurance

A. 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 in the second year of this M.O.U., the City shall pay 80% of the new monthly contribution and the employee will pay 20%.

B. In the event Congress or the State of Arizona passes legislation which considers the amount the City contributes to health insurance premiums as imputed income, then the City will consider such contribution as income to the employee.

C. The City shall provide the Basic Medical Reimbursement Plan (MERP) benefits to MERP eligible Unit retirees and to those employees who are hired before August 1, 2007 and are eligible to retire no later than August 1, 2022 at no less than $202.00 per month. The City also contributes an additional $50 toward City retiree family medical coverage; this credit is applied directly to the retiree's premium deduction. Any employee hired on or after August 1, 2007, regardless of years of service, may qualify for a Post Employment Health Plan (PEHP) account.

D. Additional MERP amounts will be paid to eligible retirees for the following categories:

RETIREE COVERAGE – RETIREE NOT ON MEDICARE			
ADDITIONAL MERP AMOUNTS			
	Retiree or Survivor Only NOT on Medicare	Retiree or Survivor w/family coverage – any dependent NOT on Medicare	Retiree or Survivor with family coverage – <u>all</u> dependent(s) ON Medicare
HMO OR PPO COVERAGE	$105	$325	$210

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RETIREE COVERAGE – RETIREE ON MEDICARE			
ADDITIONAL MERP AMOUNTS			
	Retiree or Survivor Only - ON Medicare	Retiree or Survivor w/family coverage – any dependent NOT on Medicare	Retiree or Survivor with family coverage – all dependent(s) ON Medicare
HMO OR PPO COVERAGE	$90	$195	$185

These MERP amounts are what the City agrees to pay. It is solely at the discretion of the City Manager to increase these amounts in the future.

E. No more than one time per calendar year, the City will provide Unit 5 mutually agreed upon healthcare data within a reasonable time, once requested.

Section 5-2. Dental Insurance

A. **At a minimum, the** dental insurance plan shall **include a PPO option that consists** of **100**% payment of reasonable and customary charges covered for preventive and **preventive-related** diagnostic services, **and 80% payment of reasonable and customary covered charges for** basic services and major services. **At least one** plan shall also include an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a maximum lifetime benefit **of** $4,000.00 per person. **Dental plans may be** subject to deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. **For the PPO and HMO dental plans, the** City shall continue to pay 100% of the premium costs for single employees for employees enrolled in the base dental HMO or PPO plan (employee only coverage), and 75% of the premium costs for employees and their qualified dependents (family coverage). Enrollment in prior City of Phoenix Dental Plans counts towards major services time limit exclusions.

B. In the event Congress or the State of Arizona passes legislation that considers the amount the City contributes to health insurance premiums as imputed income, then the City will consider such contribution as income to the employee.

Section 5-3. Life Insurance

A. The City will continue the existing off the job and on-the job life and dismemberment insurance coverage. The policy shall provide a benefit for each employee equal to the member's base annual salary. In addition, the City will continue the existing death in the line of duty insurance of $75,000.00. Additionally, the City will provide to each employee a $200,000.00 death benefit covering the employee's commutation to and from his City work location. This policy will cover the employee's commute for up to

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2 hours before his shift begins, and 2 hours after his shift concludes.

B. In the event of the death of an employee while commuting to or from his work location, for a period of 2 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 payment of a supplementary commutation life insurance policy for each employee.

Section 5-4. Long Term Disability Insurance

The City will offer a long-term disability benefit for all full-time, regular unit members/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 twelve 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.

Section 5-5. Holidays, Vacations, and Donated Vacation Leave

A. Bank of Donated Leave

1. Each unit member/employee may complete a form to voluntarily donate vacation leave time for a specified number of hours, not to exceed the maximum number of hours as noted in Section 5-5, Subsection A, 3. These forms will be processed on July 1, October 1, January 1, and April 1. The voluntary donation will continue each subsequent year on the second paycheck in July, unless revoked by the unit member/employee. This donated time is to be used by union officers and representatives for Union-related activities as determined by the Unit 5 Union President and Executive Board. It is recognized that all hours negotiated in lieu of additional pay and benefits have been donated by the members of Unit 5 from their bank of vacation leave. By filling out and submitting a voluntary donation form, each unit member/employee is clearly and affirmatively consenting to the donation of the stated number of hours from their bank of vacation leave.

2. The total hours donated by the members of Unit 5 will be considered the maximum number of hours available for donated hours under Article 5, Section

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5-5.

3. The maximum number of hours that may be donated by any Unit member is 100 hours per fiscal year.

4. Only members of Unit 5 may donate hours to the Unit 5 bank of hours; Unit 5 may only accept donated hours from Unit 5 members.

5. No union member may use more than 120 hours of donated time during any one pay period.

6. Donated time does count towards hours worked for overtime purposes.

7. Examples of work performed by representatives on member donated release in support of the City include ensuring representation during administrative investigations and grievance/disciplinary appeal meetings with management; assisting unit members/employees in understanding and following work rules; administering the provisions of the Memorandum of Understanding; organizing and participating in charity functions within the greater Phoenix area to aid our communities. Member donated release is also used for authorized representatives to attend Union conferences, meetings, seminars, training classes, and workshops so that representatives better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation, or any other purpose authorized by the President or Executive Board.

B. The City agrees to incorporate into the Memorandum the benefits provided under Administrative Regulation 2.11 as amended, indicating the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Cesar Chavez Birthday (March 31)
5. Memorial Day
6. Juneteenth Day
7. Independence Day
8. Labor Day
9. **Indigenous Peoples' Day**
10. Veteran's Day
11. Thanksgiving Day
12. Friday after Thanksgiving
13. Christmas Eve Day (6 hours for 56-hour employees and 4 hours for 40 hour employees).
14. Christmas Day

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Employees working a 56 hour schedule shall receive 12 hours pay or compensatory time each holiday.

C. Employees will continue to receive holiday pay while on industrial leave.

D. Effective January 1, 1987, vacation accrual for employees with less than 5 years shall be increased to 11.2 hours per month, or the 40 hour equivalent. Vacation accrual for all other employees shall remain the same as currently authorized.

E. Employees covered by this M.O.U. shall be permitted to sell back up to 80 hours total per M.O.U. year of accrued vacation leave to the City at the employee's regular straight-time hourly rate. This benefit shall not exceed a total of 80 hours and may be used as follows: 40 hours on the last pay period in November and/or May of each M.O.U. year. Employees will only be permitted to sell back an amount of accrued vacation hours that would not result in their total bank of hours to drop below 150 or 210 hours, depending upon the work schedule.

F. Effective July 1, 2014, and thereafter, an employee who has accrued at least 312 hours, or 223 hours for 40 hour employees, may elect to have 252 hours of vacation for a 56 hour unit member/employee or 180 hours of vacation for a 40 hour unit member/employee paid out in a lump sum or converted into their comp bank. Any unit member/employee may only elect to exercise this benefit 4 times in their career, and not more than one time in a fiscal year. This payment is not considered Final Average Salary for purposes of pension calculations. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.

G. Employees may donate accrued vacation leave to other City employees who are on medical leave and who have exhausted all of their paid leave based on guidelines contained in A.R. 2.144, with the understanding that no employee shall receive more than 12 months of donated time.

H. Employees who have less than 40 hours vacation may buy up to 120 hours personal leave. The cost of the personal leave shall be 110% of the employee’s base hourly rate. Such personal leave use and purchase shall not impact positively or negatively on the employee’s pension or any other benefits.

I. On the second paycheck in July **of** every year, every unit member/employee will receive 8.5 hours of vacation time, in addition to their other accruals, added to their vacation leave. This benefit will continue in perpetuity until otherwise agreed upon in good faith, by Unit 5 and the City, through the Meet and Confer process.

J. Military Leave

Pursuant to ARS 26-168, ARS 38-610, and A.R. 2.39, employees who are

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members of the Arizona National Guard or the Reserves of the United States Armed Forces, will be entitled to a leave of absence from their duties for a period not to exceed 30 days in two consecutive years when they are engaged in ordered annual training or to attend camps, maneuvers, formations, or armory drills under orders of any branch, including the reserve or auxiliary. A day is defined as a shift of work.

Section 5-6. Uniforms

A. In lieu of the $135.00 per employee per year amount which was previously paid by the City to the Fire Department for additional uniform items, employees will now receive an equivalent annual uniform allowance amount of $129.75. Payment of this uniform allowance will be made on or about August 1 of each MOU year. Such payment will be made to cover the cost of uniforms, maintenance, and cleaning of such uniforms.

B. 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.

Prior to entering the Fire Academy, the Fire Department will furnish all new Firefighter Recruits with the following:

- 3 long sleeve red shirts
- 3 short sleeve red shirts
  (Recruits can select any combination of the long and short sleeve shirts noted above – not to exceed a total of six red shirts)
- 3 pair of blue fatigue pants
- 5 blue physical training (PT) shorts
- 1 pair of blue sweatpants
- 1 red sweatshirt (seasonally dependent)
- 1 belt
- 1 pair of OSHA/ANSI approved work boots; and,
- All necessary PPE’s required to participate in Fire Academy functions.

The Fire Department will provide a full Class A dress uniform upon successful completion of the Fire Academy and promotion to Firefighter to include the following:

- 1 approved Class A dress jacket complete with patches and full fitment
- 1 approved Class A dress shirt complete with patches and full fitment

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- 1 pair of approved Class A dress pants
- 1 approved Class A dress hat
- 1 approved Class A dress tie
- 1 approved Class A belt
- 1 approved Class A pair of shoes
- All approved hardware required (badges/pins etc.) to complete the approved Class A dress uniform; and,
- All necessary PPE's required to participate in field functions.

Additionally, any Captain RTO (Recruit Training Officer) or Firefighter Mentor (Firefighter or Engineer) assigned to the Recruit Training Academy will be provided a full Class A uniform (one time purchase) if the member has not already purchased one.

Upon promotion to Fire Engineer or Fire Captain, the Fire Department will provide a full Class A uniform to include the following:

- 1 approved Class A dress jacket complete with patches and full fitment
- 1 approved Class A dress shirt complete with patches and full fitment
- 1 pair of approved Class A dress pants
- 1 approved Class A dress hat
- 1 approved Class A dress tie; and,
- All approved hardware required (badges/pins etc.) to complete the approved Class A dress uniform.

The Fire Department will provide a Class A uniform to the Unit 5 member as a "one time only" purchase based upon whichever qualifying criteria previously listed is initially met. Until all Unit 5 members have been provided a Class A dress uniform by the Fire Department, no additional Class A dress uniforms will be issued to members who have already received the benefit. Labor and Management will continue to discuss funding options for additional Class A dress uniforms and the implementation plan for the new uniform language outlined above.

Labor and Management will meet to discuss an implementation plan for the new uniform language outlined above.

C. Employees who leave Department employment shall repay to the City the uniform allowance equal to 1/12 of the annual allowance per month for each month remaining in the fiscal year after the last day of the month in which the separation occurs. Provided, however, that employees who retire after August 31 will not be requested to repay any uniform allowance.

D. An employee 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

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allowance for each month of extended leave.

Section 5-7. Tuition Reimbursement

A. Employees who participate in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:

1. The maximum sum reimbursable to employees each fiscal year shall be $6,500.

2. To be eligible for any reimbursement, employees must have successfully completed academic or training courses approved in advance by the Fire Chief and the Human Resources Director and meet the requirements of A.R. 2.51 as may be amended, provided such amendments are not in conflict with the M.O.U.

3. Unit members shall be allowed to use up to $1000.00 of their reimbursement benefit for job-related seminars, workshops, and professional memberships each fiscal year.

Section 5-8. Wellness, Health and Fitness

A. For each employee, the City of Phoenix shall contribute $2.00 per month to a fitness fund to maintain and purchase fitness equipment for fire stations which has been charged against Unit 5's contract. The Fire Department will also contribute $2.00 each month per member to the fitness fund. The fund will be maintained by the City and Fire Administration. The Health and Fitness labor management committee shall oversee the funds and purchase equipment after reviewing input from all Fire Department personnel.

B. The Phoenix Fire Department Honor Guard is a professional organization that represents the Fire Department at official events, memorial services, and fire fighter's funerals. Through the work of the United Phoenix Fire Fighters Association, a registered 501c-3 non-profit association (ID#866053047), the Honor Guard provides public education and community service. In order to help pay for the expenses incurred by the Honor Guard members in the performance of their duties, the City will contribute twenty-five thousand dollars ($25,000.00) into a fund for each M.O.U. year. The President of the Union or his designee will manage this fund. The City Auditor Department may conduct annual audits of this fund. Any payments not adequately supported by the documentation of expenses will be returned to the fund by the Fire Union.

Section 5-9. Worker's Compensation

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A. Employees who agree to participate in the Fire Department's health centers consultation and rehabilitation programs shall continue to receive 100% of their current rate of pay while off-duty due to an industrial injury based on current practice which is a maximum of 1 year per injury, thereafter the rate becomes 66-2/3%.

B. If there is a disagreement in treatment between the Fire Department physician and the employee's physician, the (2 physicians shall agree on a third physician whose decision shall be the final authority. Employees who refuse to adhere to the above conditions shall only receive 66-2/3% based on current state law and the current maximum monthly rate allowed. If an employee receives 66-2/3%, he/she may use sick leave, vacation, or compensatory time to make up the difference between 66-2/3% and 100%.

C. Should the Union believe that a dispute in jurisdiction is unduly delaying a Worker's Compensation claim, or if the Union believes the City needs to provides greater assistance to an employee trying to reopen an old claim, the Union may request a meeting with City Worker's Compensation staff (provided the involved employee signs a release to do so) and such meeting will be scheduled within 14 calendar days.

D. The City will first attempt to use physicians from specialty lists created by City of Phoenix Pension Boards for Independent Medical Examinations for employees in Unit 5 (represented by Phoenix Fire Fighters Association Local 493).

E. Family and Medical Leave Act (FMLA) leave shall not run concurrent with leave paid as industrial injury/illness (e.g. Workers' Compensation).

Section 5-10. Employee Benefit Trust Fund

A. Effective July 1, 2023, the existence of the Employee Benefit Trust Fund is continued for the term of this Memorandum of Understanding. The City will contribute $68 per employee, per month, ($31.385 per pay period) into the Fund for the purpose of providing a monthly stipend to retirees to apply to the costs of their health and/or dental insurance, a funeral expense benefit for employees and retirees, and such other benefits as may be lawfully provided, as determined in the discretion of the Trustees. The City's contribution will be matched by a $29 per pay period to the same fund made by each employee.

B. The Trust Fund shall be managed and administered by a Board of five (5) Trustees selected as follows:

1. Two (2) Trustees shall be appointed by the City Manager;
2. Two (2) Trustees shall be appointed by the Phoenix Fire Fighters Association, Local 493; and
3. One (1) Trustee, who shall serve as Chairperson, shall be selected by the four (4)

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appointed Trustees specified above.

C. The Trust Fund shall be invested in prudent, protected investments in compliance with applicable law. The Trustees may seek such outside, independent advice and consultation as they shall deem appropriate.

D. The Fund Trustees may adopt such rules and regulations for their Plan of Benefits as they deem appropriate and are authorized to secure a formal trust instrument. The trust instrument and any amendments thereto, must be specifically approved by the City Manager and the Union before they can become effective.

E. Sums contributed to the Trust Fund shall be tracked with each employee being assigned a notional account which records the contributions made by such employee. All amounts in the Fund, together with any earnings thereon, shall be available for distribution as specified in the rules and regulations of the Plan of Benefits adopted by the Trustees. The Trustees shall have authority, consistent with their duties as Trustees, to amend the Plan of Benefits from time to time, including the authority to reduce or suspend benefit levels if required by the level of funding available. In no event will any benefit specified at any time in the Plan of Benefits be considered non-forfeitable. Benefits may be insured by a contract of insurance, but there is no liability upon the City, the Union or the Board of Trustees or its constituent members to provide benefit payments over and beyond the amounts in the Fund collected and available for such purpose.

F. Any Fund participant who separates from the bargaining Unit prior to retirement, or who promotes out of the Unit shall receive an amount equal to all of his or her or her contributions to the Fund, plus interest based on the average annual interest earned by the Fund, but shall receive no other benefits and have no other claim on the Fund. Notwithstanding the foregoing, the Trustees may: (1) permit participants who promote out of the Unit to continue participation until retirement; and (2) permit participants who have severed employment to be reinstated in the Fund; either upon such terms and conditions as the Trustees may require.

G. Upon the death of any employee or retiree, the Fund will provide a benefit to assist with funeral expenses in an amount to be determined by the Trustees. The Fund Trustees may determine to provide to a surviving spouse of a deceased employee or retiree a monthly stipend for application to the cost of their health/dental insurance.

H. The Trustees shall prepare a booklet describing the Plan of Benefits for circulation to employees and retirees, and shall prepare and circulate, in like manner, a summary of any modifications made to the Plan of Benefits during the term of this Memorandum of Understanding.

I. If the Trust Fund is terminated for any reason, undistributed funds shall be distributed to those individuals (whether active or retired) who contributed to the Fund. Such

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distribution shall be pro rata based on the amount of the contribution of such individuals to the Fund less any disbursements they have received under the Plan of Benefits.

J. Payments to retirees from the Trust Fund shall be in addition to current City contributions to retiree health insurance premiums.

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. In the event the decision of the court in *Cheatham, et al v. Gordon*, is stayed, reversed, vacated or otherwise not given effect in whole or in part, by any court, then the City agrees to meet and confer within 30 days of said ruling with Unit 5 to resolve any additional issues resulting from the ruling of the court. The basis for negotiations will be the document dated April 13, 2014, Proposed Unit 5 Addendum.

B. It is recognized by the parties that the provisions of the Fair Labor Standards Act are currently applicable to certain of the wage and premium pay provisions of this M.O.U., and that this M.O.U. shall be administered in compliance with the FLSA for so long as the Act is applicable.

C. Nothing contained in the Memorandum shall preclude the parties from being in compliance with the requirements of the Americans with Disabilities Act.

Section 6-2. Printing of M.O.U.

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. Printing of the M.O.U. shall be done by a Union printer only.

Section 6-3. Fire Watch

A. Whenever a Fire Department employee is required by the Fire Marshal or requested by a private party, to perform a fire watch, standby, or other associated duties for Fire

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Code compliance, such opportunities shall first be offered to Unit members/employees. Such work shall be offered to those members that are suitably qualified and who volunteer for such duty during their off-duty hours within a rotation system approved by the Fire Chief after consultation with the Union. In the event that no employee accepts such work, or in case of emergency, such work shall be offered to qualified non-Unit employees. It is understood that the rate of payment shall be at 1 ½ times the employee's base 40 hour rate, except in cases where non-Unit employees are utilized in which case payment shall be at 1 ½ times the non-Unit employee's base 40 hour rate. For purposes of Section 6-3, Article 6 only, the terms "qualified" is defined as follows:

1. "Qualified" shall mean any employee of the Fire Department who is familiar with the Fire Code and has successfully completed the Fire Watch training program provided by the Department.

2. "Emergency" shall mean any fire watch situation that cannot be pre-scheduled.

Section 6-4. Term and Effect of Memorandum

A. This Memorandum shall remain in full force and effect commencing with the beginning of the first regular pay period in July **2024**, up to the beginning of the first regular pay period commencing in July **2026**.

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 to take effect during the term or extensions thereof.

C. 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. Throughout the term of this Memorandum, the City and the union may jointly decide to participate in Labor-Management meetings to discuss items of mutual interest on an as-needed basis.

D. It is intended by the parties hereto that the provisions of this Memorandum shall be in harmony with the rights, duties, obligations and responsibilities which by law devolve upon the City Council, City Manager, Fire Chief, and other City boards and officials, and these provisions shall be interpreted and applied in such manner.

E. The Union recognizes the powers, duties and responsibilities of the Fire Chief as set forth in the Charter and Ordinances and that pursuant thereto the Fire Chief has the authority to establish rules and regulations applicable to the operation of the Fire Department and to the conduct of the employees and officers employed therein, subject to the express provisions of this Memorandum.

F. The lawful provisions of this Memorandum are binding upon the parties for the term

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thereof. The Union having had an opportunity to raise all matters in connection with the Meet and Confer proceedings resulting in the Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the Fire Chief, the City Council or the City Manager.

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IN WITNESS WHEREOF, the parties have set their hands this
____ of May, 2024

_____
Bryan Willingham, President, Phoenix Fire Fighters Association Local 493

_____
Jason Perkiser, Assistant Human Resources Director

_____
Jeffrey Barton, City Manager, City of Phoenix

ATTEST:

_____
Denise Archibald, City Clerk, City of Phoenix

APPROVED AS TO FORM:

_____
City Attorney, City of Phoenix

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Local 493 Team:
Bryan Willingham, President
Ben Lindquist
Tim West
Tim Gammage Jr.
Mike Brannan
Scott Crowley
Patrick Cardenas
Scott Porter
Brian Mike Saylor
Brian Moore
Gabe Orosco
Elliott Simmons
Matt Shaughnessy

City of Phoenix Team:
Jason Perkiser, Assistant HR Director
Tim Gammage Sr., Assistant Fire Chief
Raymond Ochoa, Assistant Fire Chief
Paul Moore, Battalion Chief
Keith Slattery, Deputy Chief
Julie Taylor, Human Resources Supervisor
Brianna Aceves, Admin. Assistant II (Coordinator)
Jennifer Flaherty, Secretary, (Scribe)

ATTACHMENT A
HOURLY PAY RATES

HOURLY PAY RATES
Effective July 8, 2024

FIREFIGHTER			
56-HOUR GRADE 545		**40-HOUR GRADE 549**	
STEP	**HOURLY RATE**	**STEP**	**HOURLY RATE**
9	$17.807	9	$27.49
10	$18.700	10	$28.86
11	$19.636	11	$30.31
12	$20.614	12	$31.82
13	$21.650	13	$33.41
14	$22.729	14	$35.08
15	$23.864	15	$36.84
16	$25.057	16	$38.68
17	$26.314	17	$40.61

FIREFIGHTER/SO			
56-HOUR GRADE 547		**40-HOUR GRADE 551**	
STEP	**HOURLY RATE**	**STEP**	**HOURLY RATE**
11	$20.614	11	$31.82
12	$21.650	12	$33.41
13	$22.729	13	$35.08
14	$23.864	14	$36.84
15	$25.057	15	$38.68
16	$26.314	16	$40.61
17	$27.629	17	$42.64

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FIREFIGHTER HMT & TRT

56-HOUR GRADE 549		40-HOUR GRADE 553	
STEP	**HOURLY RATE**	**STEP**	**HOURLY RATE**
11	$21.650	11	$33.41
12	$22.729	12	$35.08
13	$23.864	13	$36.84
14	$25.057	14	$38.68
15	$26.314	15	$40.61
16	$27.629	16	$42.64
17	$29.007	17	$44.77

FIREFIGHTER/PARAMEDIC

56-HOUR GRADE 549		40-HOUR GRADE 553	
STEP	**HOURLY RATE**	**STEP**	**HOURLY RATE**
11	$21.650	11	$33.41
12	$22.729	12	$35.08
13	$23.864	13	$36.84
14	$25.057	14	$38.68
15	$26.314	15	$40.61
16	$27.629	16	$42.64
17	$29.007	17	$44.77

FIREFIGHTER SO/PARAMEDIC

56-HOUR GRADE 551		40-HOUR GRADE 555	
STEP	**HOURLY RATE**	**STEP**	**HOURLY RATE**
11	$22.729	11	$35.08
12	$23.864	12	$36.84
13	$25.057	13	$38.68
14	$26.314	14	$40.61
15	$27.629	15	$42.64
16	$29.007	16	$44.77
17	$30.457	17	$47.01

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FIREFIGHTER HMT & TRT/PARAMEDIC

56-HOUR GRADE 553		40-HOUR GRADE 557	
STEP	**HOURLY RATE**	**STEP**	**HOURLY RATE**
11	$23.864	11	$36.84
12	$25.057	12	$38.68
13	$26.314	13	$40.61
14	$27.629	14	$42.64
15	$29.007	15	$44.77
16	$30.457	16	$47.01
17	$31.979	17	$49.36

ENGINEER

56-HOUR GRADE 555		40-HOUR GRADE 559	
STEP	**HOURLY RATE**	**STEP**	**HOURLY RATE**
11	$25.057	11	$38.68
12	$26.314	12	$40.61
13	$27.629	13	$42.64
14	$29.007	14	$44.77
15	$30.457	15	$47.01
16	$31.979	16	$49.36
17	$33.579	17	$51.83

ENGINEER SO

56-HOUR GRADE 557		40-HOUR GRADE 561	
STEP	**HOURLY RATE**	**STEP**	**HOURLY RATE**
11	$26.314	11	$40.61
12	$27.629	12	$42.64
13	$29.007	13	$44.77
14	$30.457	14	$47.01
15	$31.979	15	$49.36
16	$33.579	16	$51.83
17	$35.257	17	$54.42

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ENGINEER HMT & TRT

56-HOUR GRADE 559		40-HOUR GRADE 563	
STEP	**HOURLY RATE**	**STEP**	**HOURLY RATE**
11	$27.629	11	$42.64
12	$29.007	12	$44.77
13	$30.457	13	$47.01
14	$31.979	14	$49.36
15	$33.579	15	$51.83
16	$35.257	16	$54.42
17	$37.021	17	$57.15

ENGINEER PARAMEDIC

56-HOUR GRADE 559		40-HOUR GRADE 563	
STEP	**HOURLY RATE**	**STEP**	**HOURLY RATE**
11	$27.629	11	$42.64
12	$29.007	12	$44.77
13	$30.457	13	$47.01
14	$31.979	14	$49.36
15	$33.579	15	$51.83
16	$35.257	16	$54.42
17	$37.021	17	$57.15

ENGINEER SO/PARAMEDIC

56-HOUR GRADE 561		40-HOUR GRADE 565	
STEP	**HOURLY RATE**	**STEP**	**HOURLY RATE**
11	$29.007	11	$44.77
12	$30.457	12	$47.01
13	$31.979	13	$49.36
14	$33.579	14	$51.83
15	$35.257	15	$54.42
16	$37.021	16	$57.15
17	$38.871	17	$60.00

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ENGINEER HMT & TRT/PARAMEDIC

56-HOUR GRADE 563		40-HOUR GRADE 567	
STEP	**HOURLY RATE**	**STEP**	**HOURLY RATE**
11	$30.457	11	$47.01
12	$31.979	12	$49.36
13	$33.579	13	$51.83
14	$35.257	14	$54.42
15	$37.021	15	$57.15
16	$38.871	16	$60.00
17	$40.821	17	$63.00

CAPTAIN

56-HOUR GRADE 559		40-HOUR GRADE 563	
STEP	**HOURLY RATE**	**STEP**	**HOURLY RATE**
11	$27.629	11	$42.64
12	$29.007	12	$44.77
13	$30.457	13	$47.01
14	$31.979	14	$49.36
15	$33.579	15	$51.83
16	$35.257	16	$54.42
17	$37.021	17	$57.15

CAPTAIN SO

56-HOUR GRADE 561		40-HOUR GRADE 565	
STEP	**HOURLY RATE**	**STEP**	**HOURLY RATE**
11	$29.007	11	$44.77
12	$30.457	12	$47.01
13	$31.979	13	$49.36
14	$33.579	14	$51.83
15	$35.257	15	$54.42
16	$37.021	16	$57.15
17	$38.871	17	$60.00

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CAPTAIN HMT & TRT

56-HOUR GRADE 563		40-HOUR GRADE 567	
STEP	**HOURLY RATE**	**STEP**	**HOURLY RATE**
11	$30.457	11	$47.01
12	$31.979	12	$49.36
13	$33.579	13	$51.83
14	$35.257	14	$54.42
15	$37.021	15	$57.15
16	$38.871	16	$60.00
17	$40.821	17	$63.00

CAPTAIN PARAMEDIC

56-HOUR GRADE 563		40-HOUR GRADE 567	
STEP	**HOURLY RATE**	**STEP**	**HOURLY RATE**
11	$30.457	11	$47.01
12	$31.979	12	$49.36
13	$33.579	13	$51.83
14	$35.257	14	$54.42
15	$37.021	15	$57.15
16	$38.871	16	$60.00
17	$40.821	17	$63.00

CAPTAIN SO/PARAMEDIC

56-HOUR GRADE 565		40-HOUR GRADE 569	
STEP	**HOURLY RATE**	**STEP**	**HOURLY RATE**
11	$31.979	11	$49.36
12	$33.579	12	$51.83
13	$35.257	13	$54.42
14	$37.021	14	$57.15
15	$38.871	15	$60.00
16	$40.821	16	$63.00
17	$42.857	17	$66.15

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CAPTAIN HMT & TRT/PARAMEDIC			
56-HOUR GRADE 567		40-HOUR GRADE 571	
STEP	HOURLY RATE	STEP	HOURLY RATE
11	$33.579	11	$51.83
12	$35.257	12	$54.42
13	$37.021	13	$57.15
14	$38.871	14	$60.00
15	$40.821	15	$63.00
16	$42.857	16	$66.15
17	$45.000	17	$69.46

Progression through these steps shall be in accordance with established regulations and the City's Pay Ordinance. It is understood that any time a member is promoted to another classification or assigned as a firefighter paramedic and is within a pay classification range, the member will proceed to the next higher step upon promotion or assignment.

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ATTACHMENT B
VACATION CARRYOVER

With the reinstatement of vacation buy back in FY 2021-2022, vacation carryover will be the established maximum plus 240 hours (or the 56-hour equivalent). In FY 2022-2023, the vacation carryover will be the established maximum plus 160 hours (or the 56-hour equivalent). In FY **2024-2026**, the vacation carryover will be the established maximum plus 120 hours (or the 56-hour equivalent).

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City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 31

Public Hearing Prior to Adopting the Local Alternative Expenditure Limitation for the Nov. 5, 2024 Ballot

This is the first of two public hearings required prior to placing a Local Alternative Expenditure Limitation on the Nov. 5, 2024 ballot. The proposed Local Alternative Expenditure Limitation would be the annual budget adopted by Council for Fiscal Years 2025-26 through 2028-29. This Local Alternative Expenditure Limitation was recommended by the 2024 Expenditure Limit Task Force and by the City Council at its policy session on April 9, 2024. The second public hearing will be held on May 15, 2024. Immediately following the second hearing, a resolution may be adopted by the City Council.

Responsible Department

This item is submitted by City Manager Jeffrey Barton and the Budget and Research Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 32

Call for a Special Meeting of the City Council for Adoption of a Local Alternative Expenditure Limitation for Referral to Electors of the City of Phoenix

Request the City Council call for a special meeting of the City Council in accordance with A.R.S. §41-563.01, at 2:30 p.m., Wed., May 15, 2024, for the purpose of considering the Local Alternative Expenditure Limitation.

A resolution relating to a Local Alternative Expenditure Limitation, providing for referral to the electors of the City of Phoenix of an alternative expenditure limitation proposition pursuant to the provisions of the Arizona Constitution, Article IX, Section 20(9); said proposition to be placed upon the ballot at the regular election for Nov. 5, 2024, and said alternative expenditure limitation to be the Council Adopted Budget of the City of Phoenix.

Responsible Department

This item is submitted by City Manager Jeffrey Barton and the Budget and Research Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 33

Call for a Special Meeting and Notice of Legally Required Public Hearings on the Proposed Fiscal Year 2024-25 Budget for the City of Phoenix

Request for the City Council to call for a special meeting of the City Council, as required by Arizona Revised Statute 42-17105, at 2:30 p.m., June 12, 2024, for the purpose of considering adoption of the final Fiscal Year (FY) 2024-25 budget for the City of Phoenix, including Operating Funds, Capital Funds and Reappropriated Funds.

Request to authorize the City Manager to:

- Set 2:30 p.m., May 29, 2024, 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 FY 2024-25, including Operating Funds, Capital Funds and Reappropriated Funds.
- Set 2:30 p.m., May 29, 2024, as the time and date of the public hearing for purposes of receiving public comments on the proposed 2024-29 Capital Improvement Program.
- Set 2:30 p.m., June 12, 2024, 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 FY 2024-25, including Operating Funds, Capital Funds, and Reappropriated Funds.
- Set 10:00 a.m., July 1, 2024, as the time and date of the legally required public hearing on the adoption of the Property Tax Levy for FY 2024-25.

Summary

In addition to these legally required public hearings, from April 2 through April 16, 2024, 11 community budget hearings were advertised in various City newspapers and online, and were held for each Council District in locations throughout the City and in City Council Chambers through a hybrid platform. These hearings also provided residents with several opportunities to comment on the proposed FY 2024-25 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 City Council reports.

Responsible Department

This item is submitted by City Manager Jeffrey Barton and the Budget and Research Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 34

Referral of City of Phoenix General Plan to Voters - Nov. 5, 2024 - General Election (Ordinance S-50840)

Request to adopt an ordinance **(Attachment A)** referring the City of Phoenix General Plan to the qualified electors of the City for their approval or rejection at the City of Phoenix General Election on Nov. 5, 2024.

Summary

Arizona Revised Statues Section 9-461.06.M requires that City Council refer the adopted General Plan to the voters for ratification. On April 17, 2024, the City Council held a public hearing on the General Plan and adopted it via resolution.

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson 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

AN ORDINANCE REFERRING THE CITY OF PHOENIX GENERAL PLAN TO THE QUALIFIED ELECTORS OF THE CITY OF PHOENIX FOR THEIR APPROVAL OR REJECTION AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTON 1. That the General Plan of the City of Phoenix dated April 17, 2024, be referred to the qualified electors of the City of Phoenix for their approval or rejection at the general election to be held on November 5, 2024.

PASSED by the Council of the City of Phoenix this 1st day of May 2024.

_____
M A Y O R

ATTEST:

_____
Denise Archibald, City Clerk

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APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By:_____
_____

REVIEWED BY:

_____
Jeffrey Barton, City Manager

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City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 35

Proposed 15th Avenue and Happy Valley Road Annexation - Authorization to File

Request to authorize the City Manager, or his designee, to file with the Maricopa County Recorder's Office a blank petition for a proposed annexation. This annexation was requested by Charles Eckert Jr. with Red Hawk Development Corporation for the purpose of receiving City of Phoenix services. The proposed annexation conforms to current City policies and complies with Arizona Revised Statutes section 9-471 regarding annexation.

Summary

Signatures on the proposed annexation petition shall not be obtained for a waiting period of 30 days after filing the blank petition with the Maricopa County Recorder. Additionally, a Public Hearing will be scheduled within this 30-day waiting period, permitting the City Council to gather community input regarding the annexation proposal. Formal adoption of this proposed annexation will be considered at a later date.

Location

The proposed annexation area includes parcel 210-10-028C, located at 15th Avenue and Happy Valley Road (**Attachment A**). The annexation area is approximately 4.953 acres (0.00774 sq. mi.) and population estimate is zero individuals.
Council District: 1

Responsible Department

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

ANNEXATION MAP

15TH AVE AND HAPPY VALLEY RD

City of Phoenix

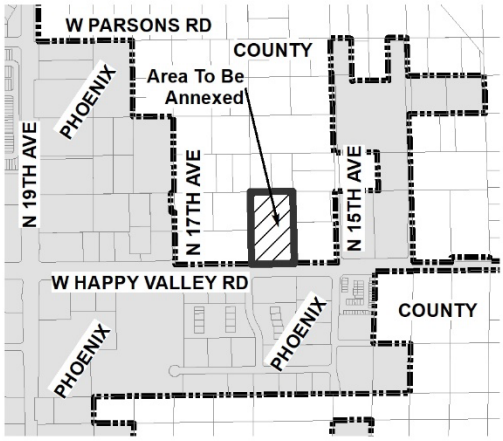
LEGAL DESCRIPTION

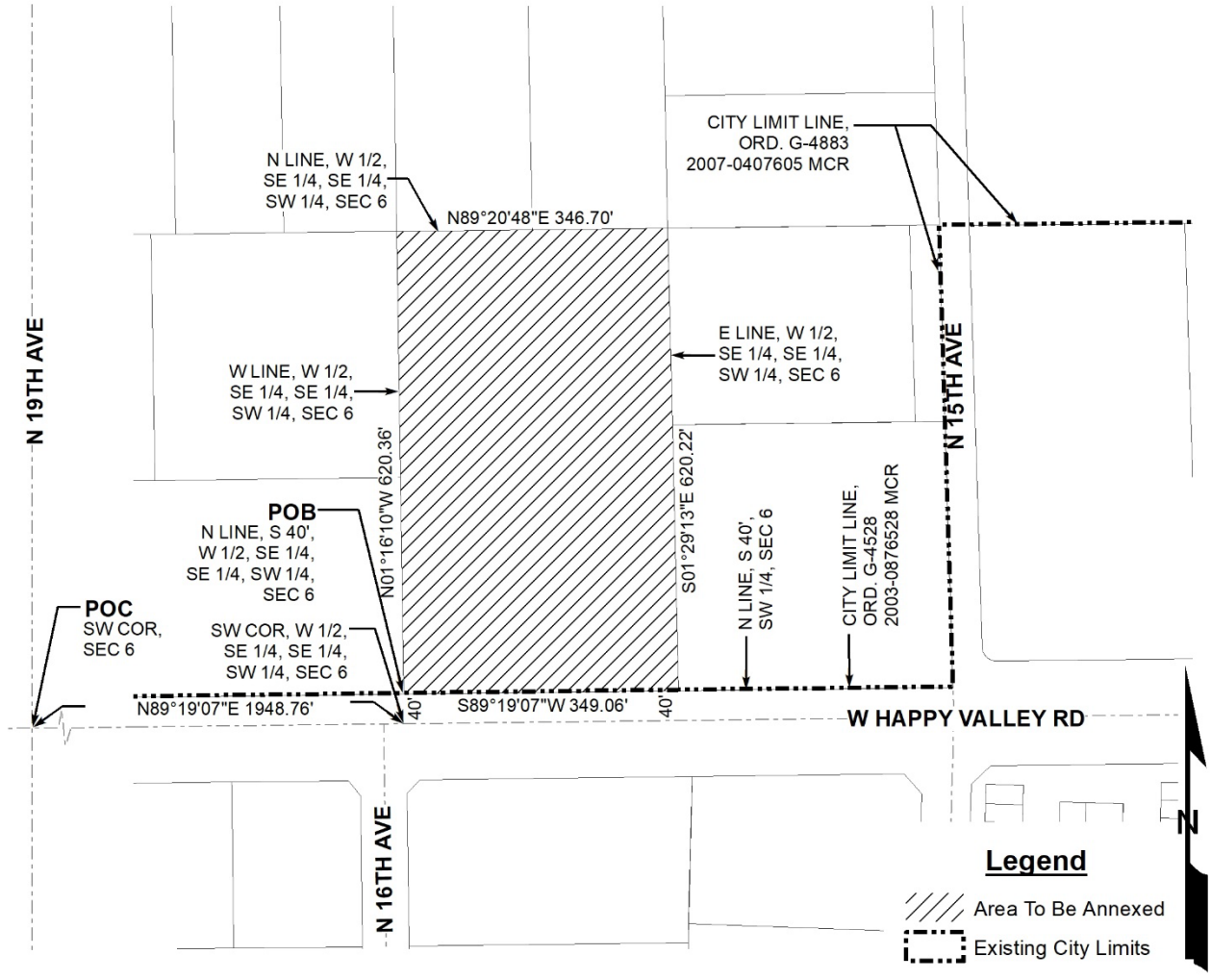
SECTION 6 T. 4 N., R. 3 E.,
G. & S. R. B. & M.

ANNEXATION NUMBER: 535

AREA IN SQUARE MILES
0.00774

VICINITY MAP





LEGAL DESCRIPTION

15TH AVENUE AND HAPPY VALLEY ROAD

The West half of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 6, Township 4 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, Except the South 40, feet, being more particularly described as follows;

COMMENCING at the Southwest corner (City of Phoenix brass cap in handhold) of said Section 6, form which the South quarter corner (Maricopa County Department of Transportation brass cap flush) of said Section 6 bears North 89 Degrees 19 Minutes 07 Seconds East a distance of 2647.18 feet;

Thence North 89 Degrees 19 Minutes 07 Seconds East along the South line of said Southwest quarter of Section 6 a distance of 1948.76 feet to the Southwest corner of said West half;

Thence North 01 Degrees 16 Minutes 10 Seconds West along the West line of said West half a distance of 40.00 feet to a point on the North line of the South 40.00 feet of said West half, said point being the **TRUE POINT OF BEGINNING**;

Thence North 01 Degrees 16 Minutes 10 Seconds West along the West line of said West half a distance of 620.36 feet to the Northwest corner of said West half;

Thence North 89 Degrees 20 Minutes 48 Seconds East along the North line of said West half a distance of 346.70 feet to the Northeast corner of said West half;

Thence South 01 Degrees 29 Minutes 13 Seconds East along the East line of said West half a distance of 620.22 feet to said North line of the South 40.00 feet;

Thence South 89 Degrees 19 Minutes 07 Seconds West along said last North line a distance of 349.06 feet to the **POINT OF BEGNNING**

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 36

Proposed 17th Avenue and Happy Valley Road Annexation - Authorization to File

Request to authorize the City Manager, or his designee, to file with the Maricopa County Recorder's Office a blank petition for a proposed annexation. This annexation was requested by Stanley Novak Jr. with UA Happy Valley, LLC for the purpose of receiving City of Phoenix services. The proposed annexation conforms to current City policies and complies with Arizona Revised Statutes section 9-471 regarding annexation.

Summary

Signatures on the proposed annexation petition shall not be obtained for a waiting period of 30 days after filing the blank petition with the Maricopa County Recorder. Additionally, a Public Hearing will be scheduled within this 30-day waiting period, permitting the City Council to gather community input regarding the annexation proposal. Formal adoption of this proposed annexation will be considered at a later date.

Location

The proposed annexation area includes parcels 210-10-013B and 210-10-005, located at 17th Avenue and Happy Valley Road (**Attachment A**). The annexation area is approximately 7.2772 acres (0.01137 sq. mi.) and population estimate is zero individuals.
Council District: 1

Responsible Department

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

ANNEXATION MAP

17TH AVE AND HAPPY VALLEY RD

City of Phoenix

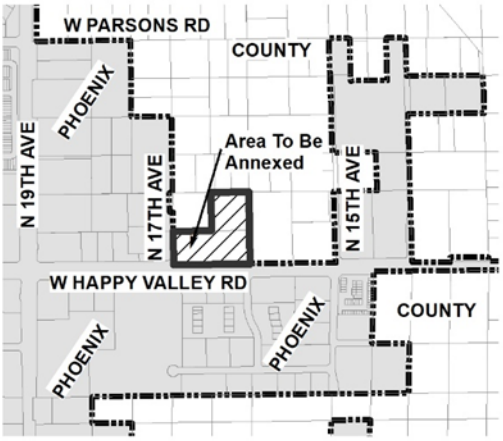
LEGAL DESCRIPTION

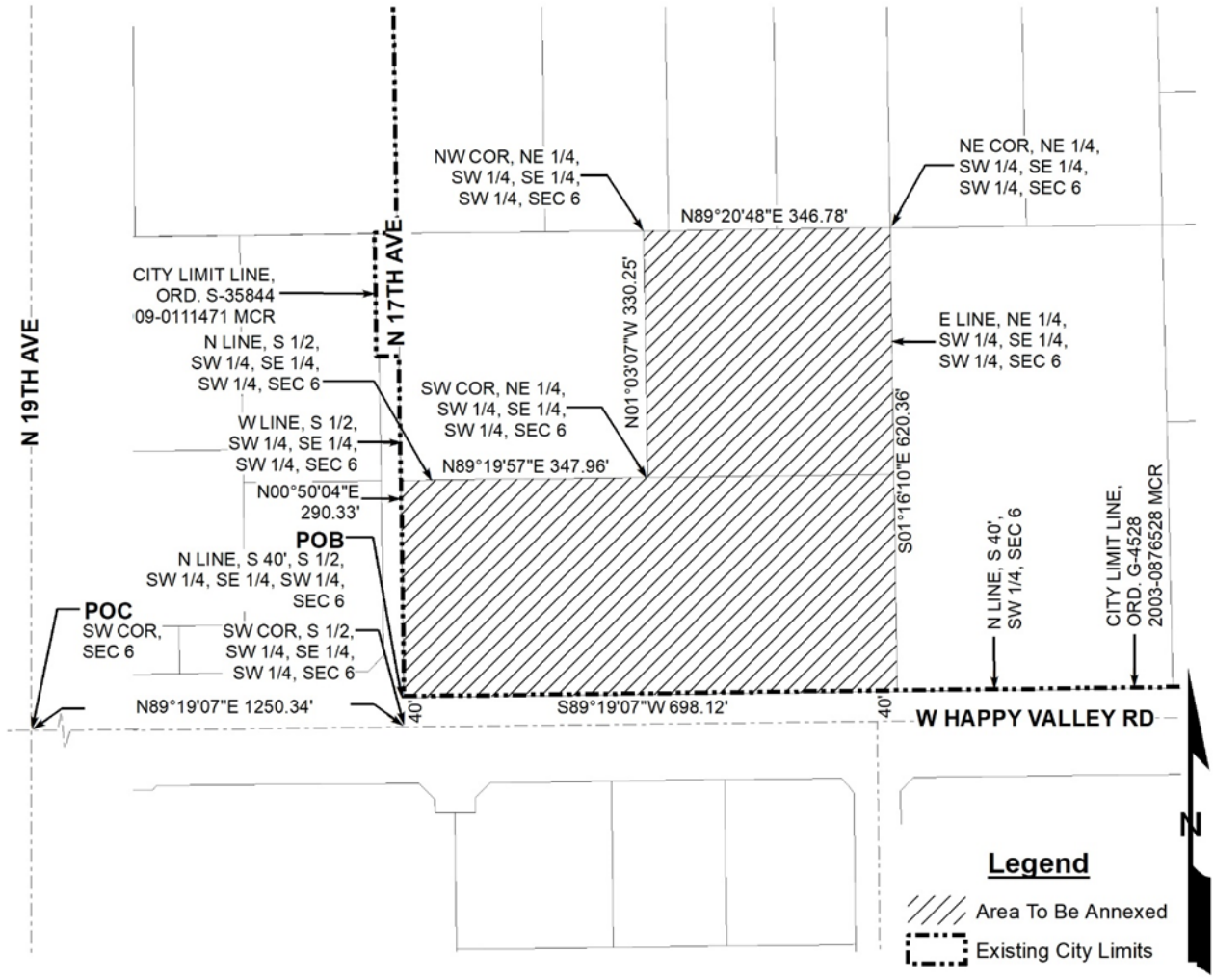
SECTION 6 T. 4 N., R. 3 E.,
G. & S. R. B. & M.

ANNEXATION NUMBER: 548

AREA IN SQUARE MILES
0.01137

VICINITY MAP





LEGAL DESCRIPTION

17TH AVENUE AND HAPPY VALLEY ROAD

The South half of the Southwest quarter of the Southwest quarter of the Southwest quarter AND the Northeast quarter of the Southwest quarter of the Southeast quarter of the Southwest quarter All of Section 6, Township 4 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, Except the South 40 feet, being more particularly described as follows;

COMMENCING at the Southwest corner (City of Phoenix brass cap in handhole) of said Section 6, form which the South quarter (Maricopa County Department of Transportation brass cap flush) of said Section 6 bears North 89 Degrees 19 Minutes 07 Seconds East a distance 2647.18 feet;

Thence North 89 Degrees 19 Minutes 07 Seconds East along the South line of said Southwest quarter of Section 6 a distance of 1250.34 feet to the Southwest corner of said South half;

Thence North 00 Degrees 50 Minutes 04 Seconds East along the West line of said South half a distance of 40.00 feet to the North line of the South 40.00 feet of said South half, said point being the **TRUE POINT OF BEGINNING**;

Thence North 00 Degrees 50 Minutes 04 Seconds East along the West line a distance of 290.33 feet to the Northwest corner of said South half;

Thence North 89 Degrees 19 Minutes 57 Seconds East along the North line of said South half a distance of 347.96 feet to the Southwest corner of said Northeast quarter of the Southwest quarter of the Southeast quarter of the Southwest quarter;

Thence North 01 Degrees 03 Minutes 07 Seconds West along the West line of said Northeast quarter a distance of 330.25 feet to the Northwest corner of said Northeast quarter;

Thence North 89 Degrees 20 Minutes 48 Seconds East along the North line of said Northeast quarter a distance of 346.78 feet to the Northeast corner of said Northeast quarter;

Thence South 01 Degrees 16 Minutes 10 Seconds East along the East line of said Northeast quarter and said South half a distance of 620.36 feet to said North line of the South 40.00 feet;

Thence South 89 Degrees 19 Minutes 07 Seconds West along last said South North line a distance of 698.12 feet to the **POINT OF BEGINNING**.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 37

Proposed 19th Avenue and Park View Lane Annexation (Ordinance S-50829)

Request City Council authorization to extend and increase the corporate limits of the City of Phoenix, Arizona, by annexing an area not within the present limits of the City of Phoenix, designated as the 19th Avenue and Park View Lane Annexation. Further, request to authorize current Maricopa County zoning to continue in effect until municipal zoning is applied to the annexed territory.

Summary

The annexation was requested by Clark Diepholz with Hawkeye Development, LLC, for the purpose of receiving City of Phoenix services. The proposed annexation conforms to current City policies and complies with Arizona Revised Statutes section 9 -471 regarding annexation. The City Clerk Department has received signed petitions representing 100 percent of the assessed value and 100 percent of the owners, excluding utilities, within the proposed annexation area.

Public Outreach

A public hearing was conducted on Feb. 7, 2024, to allow the City Council to gather community input regarding the annexation proposal. Notification of the public hearing was published in the Arizona Business Gazette newspaper, and posted in at least three conspicuous places in the territory proposed to be annexed. Also, notice by first-class mail was sent to each property owner in the area proposed to be annexed.

Location

The proposed annexation area includes Maricopa County Assessor parcels 210-07-015 and 210-07-033E, located at 19th Avenue and Park View Lane (**Attachment A**). The annexation area is approximately 6.39 acres (0.0100 sq. mi.) and the population estimate is zero individuals.
Council District: 1

Responsible Department

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

ANNEXATION MAP

19TH AVE AND PARK VIEW LN

City of Phoenix

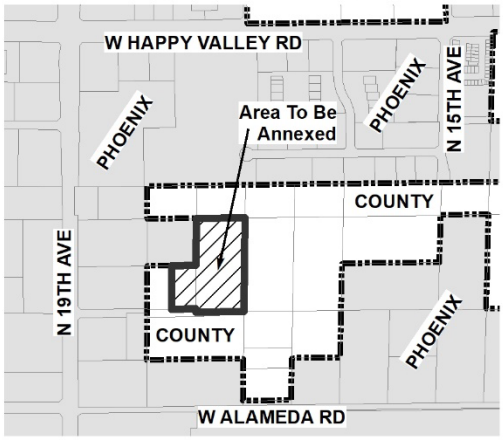
LEGAL DESCRIPTION

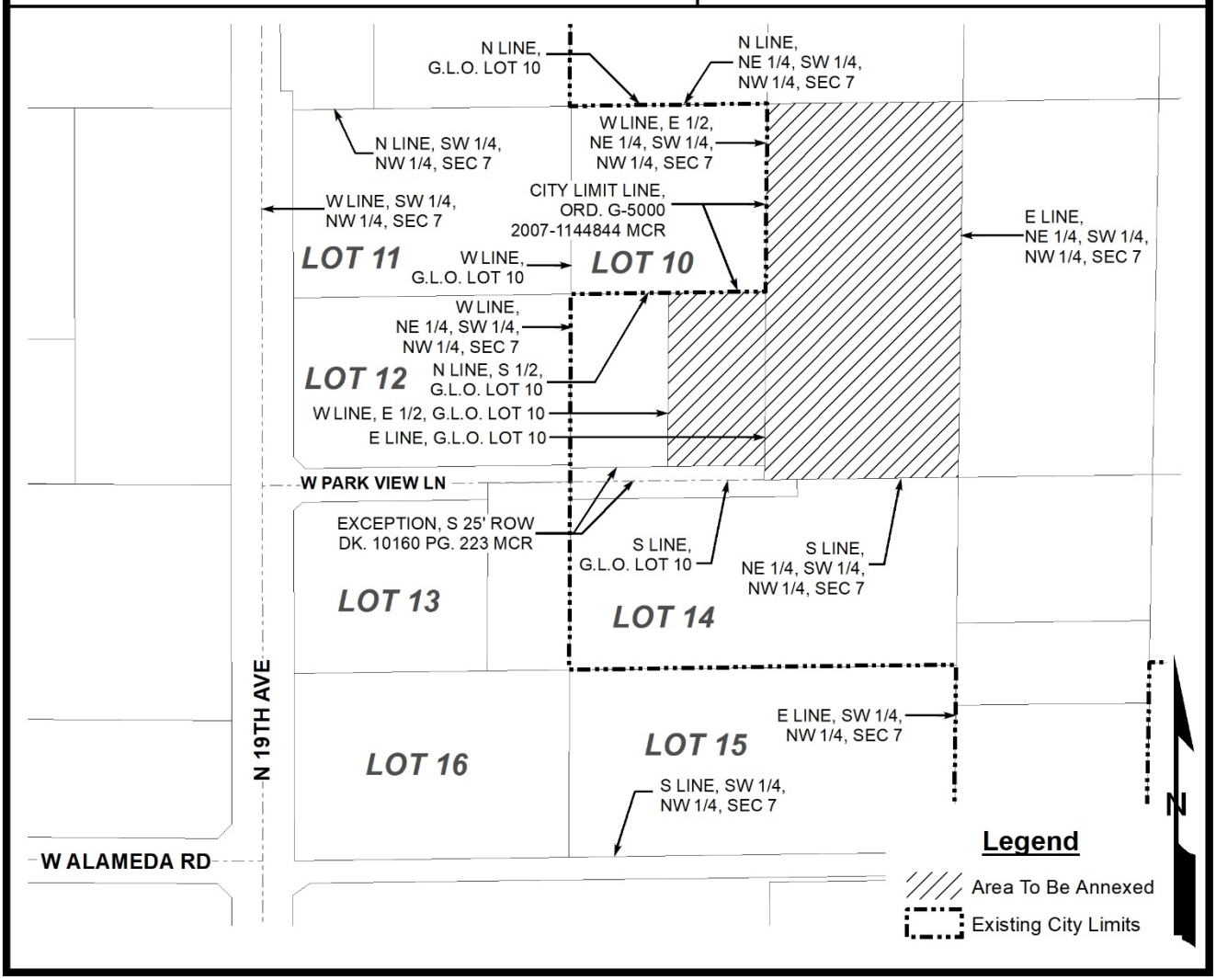
SECTION 7 T. 4 N., R. 3 E.,
G. & S. R. B. & M.

ANNEXATION NUMBER: 539

AREA IN SQUARE MILES
0.0100

VICINITY MAP





Legal Description

19th Avenue and Park View Lane Annexation

That part of the Northwest quarter of Section 7, Township 4 North, Range 3 East, G&SRB&M, Maricopa County, Arizona lying adjacent to part of the South and the East boundary of the area previously annexed by the City of Phoenix Ordinance No. G-5000 recorded in Document No. 2007-1144844 in the Office of the County Recorder of said Maricopa County, more particularly described as;

the East half of the Northeast quarter of the Southwest quarter of the Northwest quarter, and the East half of the South half of GLO Lot 10, said Section 7;

EXCEPTING therefrom any area lying within the South 25 feet of said East half of the South half of GLO Lot 10 being the “easement and agreement for highway purposes” as described in Docket 10160, page 223 in the Office of the County Recorder of Maricopa County, Arizona.

Area = 6.386 Acres
Area = 0.0100 Sq. Miles

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 38

Proposed Old 27th Avenue Annexation - Authorization to File

Request to authorize the City Manager, or his designee, to file with the Maricopa County Recorder's Office a blank petition for a proposed annexation. This annexation was requested by Tim Rasnake with Archicon Architecture & Interiors, L.C. for the purpose of receiving City of Phoenix services. The proposed annexation conforms to current City policies and complies with Arizona Revised Statutes section 9-471 regarding annexation.

Summary

Signatures on the proposed annexation petition shall not be obtained for a waiting period of 30 days after filing the blank petition with the Maricopa County Recorder. Additionally, a Public Hearing will be scheduled within this 30-day waiting period, permitting the City Council to gather community input regarding the annexation proposal. Formal adoption of this proposed annexation will be considered at a later date.

Location

The proposed annexation area is a County island within parcel 300-17-002B, located at 27th Avenue and Baseline Road (**Attachment A**). The annexation area is approximately .0527 acres (0.00008 sq. mi.) and population estimate is zero individuals.
Council District: 8

Responsible Department

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

ANNEXATION MAP

OLD 27TH AVENUE

City of Phoenix

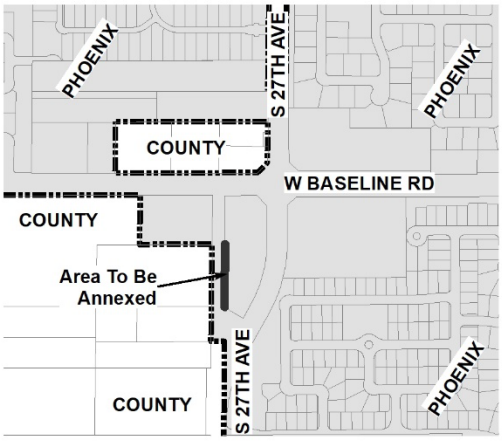
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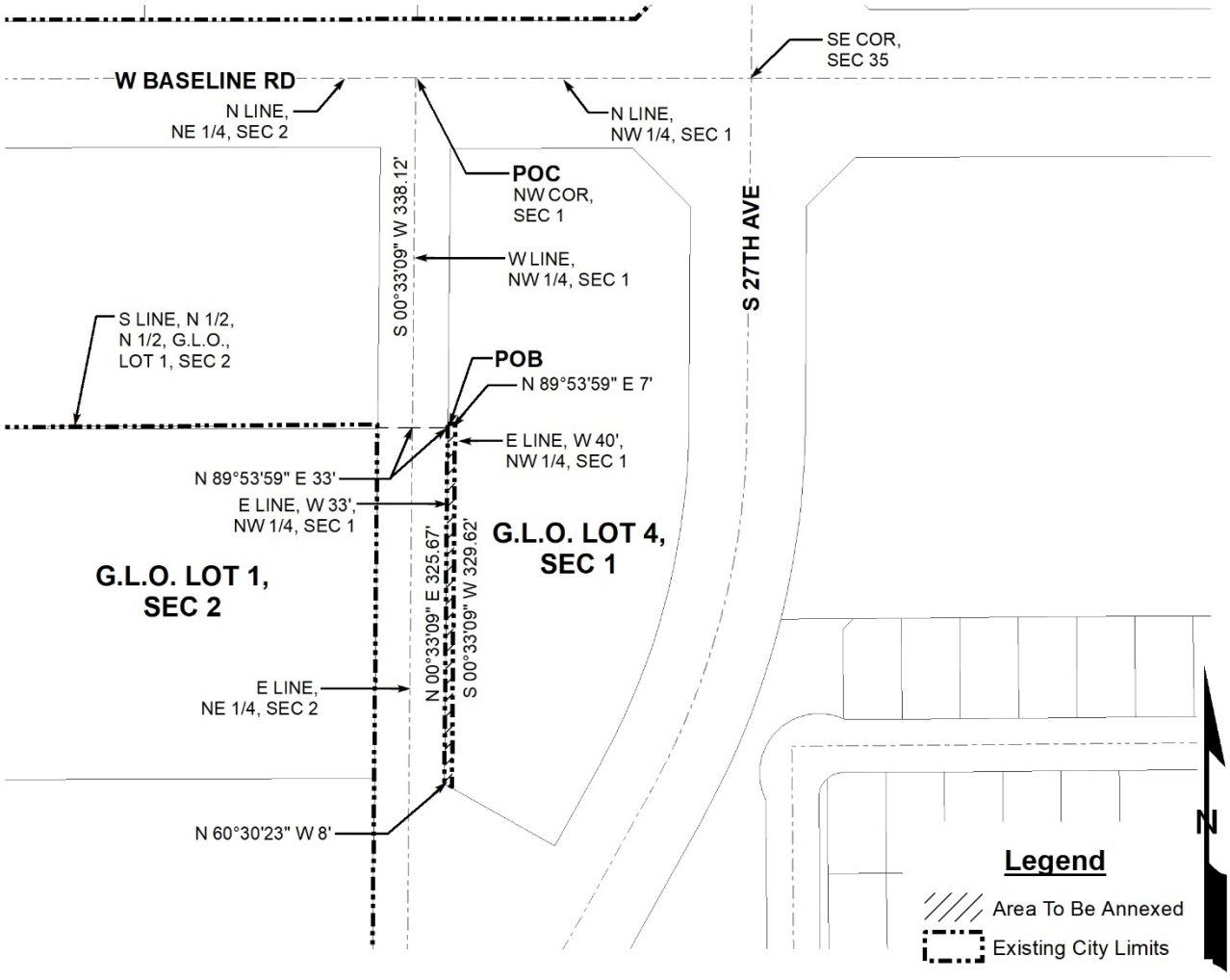
SECTION 1, T. 1 S., R. 2 E.,
G. & S. R. B. & M.

ANNEXATION NUMBER: 546

AREA IN SQUARE MILES
0.00008

VICINITY MAP





LEGAL DESCRIPTION

OLD 27TH AVENUE ANNEXATION

A PORTION OF G.l.0. LOT 4 LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-INCH MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE MARKING THE NORTHWEST CORNER OF SECTION 1 FROM WHICH A 3-INCH MARICOPA COUNTY DEPARTMENT OF TRANSPORTION BRASS CAP IN HANDHOLE (0.80' DOWN) MARKING THE WEST QUARTER CORNER OF SAID SECTION 1 BEARS SOUTH 00 DEGREES 33 MINUTES 09 SECONDS WEST 2672.42 FEET. SAID DESCRIBED LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE SOUTH 00 DEGREES 33 MINUTES 09 SECONDS WEST 338.12 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF G.L.O. LOT 1, SECTION 2;

THENCE NORTH 89 DEGREES 53 MINUTES 59 SECONDS EAST 33.00 FEET ALONG THE EASTERLY PROLONGATION OF SAID SOUTH LINE TO THE EAST LINE OF THE WEST 33.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 1 AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 53 MINUTES 59 SECONDS EAST 7.00 FEET ALONG SAID EASTERLY PROLONGATION TO THE EAST LINE OF THE WEST 40.00 FEET;

THENCE SOUTH 00 DEGREES 33 MINUTES 09 SECONDS WEST 329.62 FEET ALONG SAID EAST LINE TO A NORTHERLY RIGHT OF WAY LINE RECORDED IN 2001-0086244, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 60 DEGREES 30 MINUTES 23 SECONDS WEST 8. 00 FEET ALONG SAID NORTHERLY LINE TO THE EAST LINE OF THE WEST 33.00 FEET;

THENCE NORTH 00 DEGREES 33 MINUTES 09 SECONDS EAST 325.67 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

COMPRISING 2,294 SQUARE FEET MORE OR LESS.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 39

Facilities Use Agreement with the Maricopa County Community College District (Ordinance S-50824)

Request to authorize the City Manager, or his designee, on behalf of the City of Phoenix Women's Commission to enter into a Facilities Use Agreement (FUA) with the Maricopa County Community College District (MCCCD) to use South Mountain Community College located at 7050 S. 24th St., in Phoenix, Arizona, for the Women's Forum event scheduled for May 21, 2024. Further request the City Council to grant an exception pursuant to Phoenix City Code section 42-20 to authorize indemnification and assumption of liability provisions be included in the FUA that would otherwise be prohibited by Phoenix City Code section 42-18.

Summary

This FUA is needed in order to provide a venue for the Phoenix Women's Commission (PWC) to host the "She Matters Equity Forum," which will be held on May 21, 2024, from 8:30 a.m. to noon. The PWC is authorized by Phoenix City Code section 18-305, et.seq., and was created to provide a formal forum for citizen review of the City's diversity efforts and salary equity, and to serve as an Advisory Board to the Council. One of the duties delegated to the PWC is to assist in efforts to provide information and educational programs to improve the status of women. In effecting this duty, the PWC has organized the "She Matters Equity Forum," an event to address equity issues and promote wellness and empowerment for women in the workforce.

Request to authorize an exception to the requirements of Phoenix City Code section 42-18 to allow inclusion of indemnification and limitation of liability provisions in the FUA. The risk of this exception is low due to the FUA only being in effect for a finite amount of time. MCCCD has requested this exception as a condition of entering into the FUA and providing the venue for "She Matters Equity Forum."

Contract Term

May 21, 2024 between 7:00 a.m. and 1:00 p.m.

Financial Impact
There will be no financial impact to the City as all charges have been waived.

Responsible Department
This item is submitted by Deputy City Manager Inger Erickson and the Equal Opportunity Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 40

Easement Exchange Between the City of Phoenix and United States Department of the Interior, for Relocation of Irrigation Facilities within Right-of-Way along Dobbins Road West of 59th Avenue (Ordinance S-50813)

Request to authorize the City Manager, or his designee, to execute the necessary documents and to convey an easement and accept a quitclaim deed for an easement exchange between the City of Phoenix and the United States Department of the Interior, Bureau of Reclamation, for the purpose of relocating irrigation facilities. Further request to authorize the City Treasurer to accept all funds related to this item.

Summary

An easement exchange is required to relocate irrigation facilities from an open ditch to an underground pipeline for the future development of a parcel located at the northwest corner of 59th Avenue and Dobbins Road identified by Maricopa County Assessor parcel number 300-02-022E. The irrigation facilities are currently located within the City's right-of-way, along W. Dobbins Road, and will be relocated to the north, partially within right-of-way and partially within private property.

The City will convey approximately 5,106 square feet to the United States Department of the Interior, and Williams Family Living Trust will convey approximately 19,908 square feet to the United States Department of the Interior, to accommodate the relocation of the irrigation facilities. In exchange for the new easements, the United States Department of the Interior will convey approximately 35,429 square feet to the City.

Location

Along the north side of Dobbins Road, west of 59th Avenue
Council District: 7

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson and the Street Transportation and Finance departments.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 41

Grant of Electrical Easement to Salt River Project, for Phase II of the Hazel Hare Center for Plant Science Building at the Desert Botanical Gardens (Ordinance S-50783)

Request to authorize the City Manager, or his designee, to grant an electrical easement to Salt River Project, across City-owned property at the Desert Botanical Garden.

Summary

Desert Botanical Garden, Inc., leases City-owned property at 1201 N. Galvin Parkway pursuant to Lease Agreement 18484, as amended, for the Desert Botanical Garden. Two easement locations totaling approximately 2,099 square foot easements are required for upgrades to the electrical service for Desert Botanical Garden's construction of Phase II of the Hazel Hare Center for Plant Science building.

Location

1201 N. Galvin Parkway, within Maricopa County Assessor parcel number 129-10-006
Council District: 6

Responsible Department

This item is submitted by Deputy City Manager John Chan and the Parks and Recreation and Finance departments.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 42

Acceptance and Dedication of Easements for Public Utility, Sidewalk and Multi-use Trail Purposes (Ordinance S-50810)

Request for the City Council to accept and dedicate easements for public utility, sidewalk and multi-use trail purposes; further ordering the ordinance recorded.

Summary

Accepting the property interests below meets the Planning and Development Department's Single Instrument Dedication Process requirement prior to releasing any permits to applicants.

Easement (a)
Applicant: Major Auto Sales, LLC; its successor and/or assigns
Purpose: Public Utility and Sidewalk
Location: 3227 W. McDowell Road
File: 240016
Council District: 4

Easement (b)
Applicant: QUIKTRIP Corporation; its successor and/or assigns
Purpose: Sidewalk
Location: 1201 N. 35th Ave.
File: 240014
Council District: 4

Easement (c)
Applicant: Jose Pina and Crescenciana Pina; its successor and/or assigns
Purpose: Public Utility
Location: 730 E. Orangewood Ave.
File: 240017
Council District: 6

Easement (d)
Applicant: Alba Luz Mundo Castro; its successor and/or assigns
Purpose: Sidewalk

Location: 4228 S. 16th St.
File: 240009
Council District: 8

Easement (e)
Applicant: Alba Luz Mundo Castro; its successor and/or assigns
Purpose: Multi-use Trail
Location: 4228 S. 16th St.
File: 240009
Council District: 8

Responsible Department
This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development and Finance departments.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 43

Outside Bindery Services - IFB 18-227 - Letter of Agreement to Extend Contract for Outside Bindery Services with MG Trust Investments, LLC dba American Bindery & Mailing (Ordinance S-50817)

Request to authorize the City Manager, or his designee, to enter into a Letter of Agreement with MG Trust Investments, LLC, dba American Bindery & Mailing, (Contract 147551) to continue to provide Outside Bindery Services for the City Clerk Department. Request to continue using funds previously approved via Ordinance S-44524. No additional funds are needed. Further request to authorize the City Controller to disburse all funds related to this item.

Summary

The purpose of the Letter of Agreement is to continue to provide the City Clerk Department with Outside Bindery Service on an as-needed basis. The City Clerk uses these services to complete projects for various City departments and programs that require specialized equipment. Examples include special folding, cutting, laminating and binding for public awareness and training initiatives, including pocket-sized brochures on domestic violence safety plans, transit route schedules, large reference guides and manuals and other unique items.

The Letter of Agreement is required to provide the City Clerk Department these services until Nov. 14, 2024.

Contract Term

The term of the Letter of Agreement will begin on or about May 15, 2024, and expire on Nov. 14, 2024.

Financial Impact

The aggregate value of the contract will not exceed $105,000 and no additional funds are needed.

Concurrence/Previous Council Action

The City Council previously reviewed this request:
• Outside Bindery Services - Contracts 147551 (Ordinance S-49610) on April 19, 2023;
• Outside Bindery Services - Contracts 147551 (Ordinance S-44524) on May 2, 2018.

Responsible Department

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 44

Automatic Doors Service and Supply Contract - IFB-24-0175 - Request for Award (Ordinance S-50787)

Request to authorize the City Manager, or his designee, to enter into a contract with DH Pace Company, Inc., to provide automatic doors service and supply for departments Citywide. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contract will not exceed $1,865,160.

Summary
This contract is intended to fulfill the City's ongoing needs for supply, maintenance, and repair of automatic doors. The functionality and durability of these doors are essential to meeting the operational and security requirements of the City. Furthermore, ensuring the ongoing functionality of these doors is imperative, necessitating both preventative maintenance and on-demand repairs.

Procurement Information
An Invitation for Bid procurement was processed in accordance with Administrative Regulation 3.10.

There were two offers submitted and one was deemed to be responsive and responsible. The procurement officer evaluated the offer based on price and recommends award to the following Offeror:

- DH Pace Company, Inc.

Contract Term
The contract will begin on or about May 15, 2024, for a five-year term with no options to extend.

Financial Impact
The aggregate contract value will not exceed $1,865,160. Funding is available in the various department budgets.

Responsible Department
This item is submitted by City Manager Jeffrey Barton and the Finance Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 45

Furniture Products and Services Contract - COOP-24-0177 Request for Award (Ordinance S-50793)

Request to authorize the City Manager, or his designee, to enter into contracts with Atmosphere Commercial Interiors, LLC; Corporate Interior Systems, Inc.; Arizona Furnishings; Elontec, LLC; Goodmans, Inc.; Interior Solutions; Tab Office Resources; Tucson Business Interiors, Inc.; and Wist Business Supplies and Equipment, to provide furniture products and services on an as-needed basis. Further request authorization for the City Controller to disburse all funds related to this item. The total value of the contracts will not exceed $22,500,000.

Summary

This contract set will provide departments Citywide the ability to furnish, reconfigure, optimize, and create safe employee workplaces. The contracts will provide furniture for City offices, public seating in high-traffic areas and furniture products compliant with the Americans with Disabilities Act, and allow departments to purchase repair services for existing furniture. The contract is available Citywide, with heavy usage from the Library, Phoenix Convention Center, Planning and Development, and Public Works departments. In addition, the contracts will be used to furnish the Police Department's relocation to their newly purchased building.

Procurement Information

In accordance with Administrative Regulation 3.10, standard competition was waived as a result of an approved Determination Memo based on the following reason: Special Circumstances Alternative Competition. Utilizing contracts through a cooperative agreement provides departments with vendor options that are advantageous to the City given their wide access to furniture products and manufacturers. These cooperative contracts were awarded through a competitive process consistent with the City’s procurement processes, as outlined in Phoenix City Code, Chapter 43.

Contract Term

The term will begin on or about May 1, 2024, and will continue until Aug. 31, 2028, with a one-year option to extend.

Financial Impact
The aggregate contract value for will not exceed $22,500,000 for the five-year aggregate term. Funding is available in various department operating and Capital Improvement Program budgets.

Responsible Department
This item is submitted by City Manager Jeffrey Barton and the Finance Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 46

Pharmacy Benefit Management Services - RFP HR 22-001 - Amendment 1 (Ordinance S-50788)

Request to authorize the City Manager, or his designee, to execute an amendment to Contract 158829 with Elixir Rx Solutions, LLC to amend contract to assigned vendor MedImpact Healthcare Systems, Inc. Further request to authorize the City Controller to disburse all funds related to this item. No additional funds are needed, request to continue using Ordinance S-49593.

Summary

This contract will provide sustainable and affordable solutions to optimize the pharmacy care experience of eligible plan participants while keeping costs contained. Other services include claims adjudication, quality customer service to include Opioid Safety program, experience reporting, pass-through network rates at retail reimbursements, and competitive discounts in all areas to include Retail 30 and 90 days, Mail, Brand and Generic medications with performance guarantees in place. On or about Feb. 1, 2024, the agreement was acquired by and assigned to MedImpact Healthcare Systems, Inc., pursuant to proceedings in the U.S. Bankruptcy Court, District of New Jersey. Approval is requested to amend this contract accordingly and continue receiving Pharmacy Benefit Management Services from MedImpact Healthcare Systems, Inc.

Contract Term

The contract term remains unchanged, ending on Dec. 31, 2028.

Financial Impact

The aggregate value of the contract will not exceed $215 million and will be paid by the City's Health Care Benefits Trust Fund. No General Funds are needed. No additional funds are needed.

Concurrence/Previous Council Action

The City Council previously approved this request:

- Pharmacy Benefit Management Services, Contract 158829 on April 19, 2023.

Responsible Department

This item is submitted by Assistant City Manager Lori Bays and the Human Resources Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 47

Legal Services - Amendment of Ordinance S-49864 to Include Three Contracts for Outside Counsel Legal Services (Ordinance S-50825)

Request to authorize the City Attorney, through the City Manager or his designee, to amend Ordinance S-49864 to include the following contracts to provide outside counsel legal services to the City on an as-needed basis as determined by the City Attorney: Berry Riddell, LLC; Hull, Holliday & Holliday, PLC; and Spencer Fane, LLP. Further request authorization for the City Controller to disburse all funds related to this item, in an amount not to exceed $19,000,000. The amount was previously authorized in Ordinance S-49864, and no additional funds are needed.

Summary

In accordance with the authority granted by Ordinance S-49864, the City Attorney is permitted to enter into legal services agreements with various law firms and lawyers to provide outside counsel services on an as-needed basis as determined by the City Attorney for Fiscal Years 2023-24 and 2024-25. The law firms and lawyers are set forth in **Attachment A** to Ordinance S-49864 and may include amendments thereto. The purpose of this Ordinance is to memorialize amendment of Attachment A to include the following firms: Berry Riddell, LLC; Hull, Holliday & Holliday, PLC; and Spencer Fane, LLP. These firms will provide outside counsel services to the City in numerous, selected legal areas on an as-needed basis as determined by the City Attorney.

Contract Term

In accordance with the authority granted by Ordinance S-49864, the terms of the contracts may begin any time on or after July 1, 2023, and expire on June 30, 2025, although current legal services for litigation continue under a Letter of Engagement until the case is resolved.

Financial Impact

The aggregate value of the contracts, in conjunction with the other outside counsel legal services agreements permitted by Ordinance S-49864, will not exceed $19,000,000. No additional funds are needed.

Responsible Department

This item is submitted by City Manager Jeffrey Barton and the Law Department.

Attachment A

CITY OF PHOENIX

LAW DEPARTMENT
REQUEST FOR QUALIFICATION (RFQu) OUTSIDE COUNSEL LEGAL SERVICES RFQu-LAW23-0084
AWARD RECOMMENDATION

The City of Phoenix Law Department would like to thank all participants for submitting proposals for the above-mentioned RFQ.

The City Attorney's Office issued a request for qualifications from lawyers, law firms and consultants to provide outside counsel services to the City in numerous, selected legal areas on an as-needed basis as determined by the City Attorney.

The City has selected the proposals from the following law firms to advance for negotiation of contract terms on an as-needed basis:

Anderson & Krieger, LLP	Lamb & Lerch
Andrew M. Ellis Law, PLLC	Lewis Brisbois Bisgaard & Smith LLP
Apperson Crump, PLC	Lieff Cobraser Heimann & Bernstein, LLP
Berke Law Firm, PLLC	McKay Law
Brennan, Manna, & Diamond, LLC	Miller, Pitt, Feldman & McAnally, PC
Broening, Oberg, Woods, & Wilson, PC	Morgan Lewis & Bockius, LLP
Burch & Cracchiolo, PA	Nossaman, LLP
BurnsBarton, PLC	O'Connor & Dyet, PC
Calderon Law Offices PLC	Ogletree Deakins Nash Smoak & Stewart, PC
Culp & Kelly LLP	Osborn Maledon
Elardo, Bragg, Rossi, & Palumbo PC	Perkins Coie
Engelman Berger, PC	Peshkin & Kotalik, PC
Fisher & Phillips, LLP	Pierce Coleman, PLLC
Fox Rothschild, LLP	Richards & Moskowitz, PLC
Gabriel & Ashworth, PLLC	Robbins Gellar Rudman & Dowd, LLP
Greenberg Traurig, LLP	Sanders & Parks, PC
Gurstel Law Firm, PC	Scharff, PC
Gust Rosenfeld, PLC	Sherman & Howard, LLC
Hawkins Delafield & Wood, LLP	Stinson, LLP
Herrera Arellano, LLP	Struck Love Bojanowski & Acedo, PLC
Holloway Odegard & Kelly, PC	Suffecool Las, PLLC
Ice Miller, LLP	The Cavanagh Law Firm, PA
Jackson Lewis, PC	Thomas W Galvani, PC
Jackson Walker LLP	Thompson Coburn, LLP
Jardine Baker Hickman & Houston, PLLC	Thorpe Swer, PC
Jones, Skelton & Hochuli, PLC	Udall Shumway, PLC

Kaplan Fox & Kilsheimer LLP	Wieneke Law Group
Kaplan Kirsch & Rockwell LLP	Wood Smith Henning & Berman, LLP
Kutak Rock LLP	Wright Welker & Pauole, PLC

The following firms did not offer submittals to RFQu-LAW-23-0084 but will continue to provide legal services on the matters started under the prior attorney list and legal services agreements:

Ballard Spahr,
LLP Harvey Law
PLLC
Jennings, Strouss & Salmon,
PLC Squire Patton Boggs LLP
Warner Angle Hallam Jackson & Formanek, PLC

The following firms are added in accordance with LF24-0828:

Berry Riddell, LLC
Hull, Holliday & Holliday, PLC
Spencer Fane, LLP

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 48

Intergovernmental Agreement with the Superior Court of Arizona in Maricopa County for Jury Services (Ordinance S-50827)

Request to authorize the Phoenix Municipal Court to enter into an Intergovernmental Agreement (IGA) with the Superior Court of Arizona in Maricopa County to provide jury services for cases where defendants have asserted their right to a jury trial. Further request to authorize the City Controller to disburse all funds related to this item. The aggregate value will not exceed $4,180,000 over the life of the IGA, which includes an initial two-year term and the option to extend for four additional two-year terms.

Summary
The Superior Court of Arizona in Maricopa County will provide juror services to Phoenix Municipal Court as part of this IGA. These services include printing and mailing summons to potential jurors from a master jury list in accordance with state law, fielding phone calls about postponements, excuses, and disqualifications, processing payment of jury fees and mileage reimbursements, and providing remote access to their system for juror management. Costs for these services include juror empanelment fees, programming costs, VPN network services, summons creations, and mailings, as well as juror mileage reimbursement.

Contract Term
The initial two-year term will begin on or about July 1, 2024. This IGA includes the option to extend for four additional two-year terms.

Financial Impact
The aggregate value of this IGA, including all options to extend, is estimated at $4,180,000. Funding is available in the Phoenix Municipal Court’s operating budget.

Responsible Department
The item is recommended by Chief Presiding Judge B. Don Taylor III and Deputy City Manager Inger Erickson.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** *49

REQUEST TO WITHDRAW (SEE ATTACHED MEMO) Create New Chapter of City Code for the 5D Network Infrastructure Services License and to Establish an Effective Date (Ordinance G-7250)

Request City Council to adopt an ordinance to establish the Network Infrastructure Services License by creating a new chapter 5D of the Phoenix City Code and to establish an effective date of April 20, 2024.

Summary

In 2022, the City of Mesa approved licenses for five companies to provide fiber-to-the-home (FTTH) services for high-speed internet services. In 2023, the Cities of Chandler and Gilbert approved similar licenses for the same purpose. During this time, representatives from AT&T, Google, Desert iNet, and Zoom Technology Arizona approached City staff to outline their interest and present proposals to build a FTTH network in Phoenix.

City Code currently does not have a Chapter to allow network infrastructure services to be installed and operated in the right-of-way (ROW) and the creation of this code will enable the City to enter into Network Infrastructure Service Licenses with interested providers who desire to install fiber-optic cabling in the City's ROW and provide high-speed internet access to residential customers through a FTTH services network.

The new Code section (**Attachment A**) will establish the framework for the license, the basis for the long-term agreement with these companies, will outline the financial terms and payments that companies will remit to reimburse the City for services provided in the installation and operation of their networks, and establish a fee for the use of the ROW.

Concurrence/Previous Council Action

On June 21, 2023, this item was presented to the Transportation, Infrastructure and Planning Subcommittee for discussion.

Public Outreach

The Street Transportation Department met with stakeholders between May 2022 and November 2023 with representatives of the network infrastructure service industry to

discuss the new Code Chapter, applicable fees, and the City's proposed license requirements.

Financial Impact

The new Code section will propose a license fee based on a percentage of gross revenues from FTTH customers and an annual minimum fee based on the number of residential units passed. In addition, the companies will reimburse the City for plan review and permits, inspections, ROW Management, and other fees for staff time that are directly related to the construction, operation, and repair of the facilities required for the FTTH networks.

On Dec. 20, 2023, in accordance with A.R.S. 9-499.15 and City of Phoenix Administrative Regulations 1.98, the City posted on its website that the new fees in Chapter 5D will be on a City Council agenda on Feb. 21, 2024, or later.

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson, the Street Transportation Department and the City Engineer.

Streets PHX
STREET TRANSPORTATION DEPARTMENT

To: Alan Stephenson
Deputy City Manager

Date: April 29, 2024

From: Joseph T. Brown
Street Transportation Director

Subject: WITHDRAWAL OF ITEM 49 ON THE MAY 1ST FORMAL AGENDA – CREATE NEW CHAPTER FOR THE 5D NETWORK INFRASTRUCTURE SERVICES LICENSE AND TO ESTABLISH AN EFFETIVE DATE (ORDINANCE G-7250)

Item 49 was to establish the Network Infrastructure Services License by creating a new Chapter 5D of the Phoenix City Code. Staff is requesting that this item be withdrawn, to have further stakeholder discussions. This item will come back to City Council later in 2024.

Approved: _____ 4/29/24
Alan Stephenson, Deputy City Manager Date

THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL, ADOPTED ORDINANCE

ORDINANCE G-XXXX

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO AMEND THE PHOENIX CITY CODE BY ADDING A NEW CHAPTER 5D TITLED NETWORK INFRASTRUCTURE SERVICES.

_____

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. ARTICLE I. PURPOSE, FINDINGS AND DEFINITIONS

SEC. 5D-1. PURPOSE AND FINDINGS.

A. THE PURPOSE OF THIS CHAPTER IS TO ESTABLISH A POLICY GOVERNING THE MANAGEMENT OF PUBLIC HIGHWAYS FOR THE PROVISION OF NETWORK INFRASTRUCTURE SERVICES. THE POLICY ENABLES THE CITY TO:

1. ISSUE LICENSES TO NETWORK INFRASTRUCTURE SERVICE PROVIDERS WHO USE THE PUBLIC HIGHWAYS TO PROVIDE SERVICES ON A COMPETITIVELY NEUTRAL AND NONDISCRIMINATORY BASIS, EXCEPT IN CASES WHERE STATE LAW FORBIDS ESTABLISHMENT OF A LICENSE REQUIREMENT;

2. MANAGE THE PUBLIC HIGHWAYS IN ORDER TO MINIMIZE THE IMPACT AND COST TO PHOENIX CITIZENS FOR THE PLACEMENT OF FACILITIES WITHIN PUBLIC HIGHWAYS;

3. MANAGE THE HIGHWAYS TO MAXIMIZE THEIR EFFICIENT USE, THEREBY MINIMIZING THE FORECLOSURE OF FUTURE ADDITIONAL USES OF SUCH RIGHTS-OF-WAY; AND

4. PROVIDE FOR THE COMPENSATION FOR THE COMMERCIAL USE OF PUBLIC HIGHWAYS TO PROVIDE SERVICES.

B. THE PHOENIX CITY COUNCIL FINDS THAT THE PUBLIC HIGHWAYS CONSTITUTE A VALUABLE PUBLIC ASSET:

1. HAVING BEEN ACQUIRED AND MAINTAINED BY THE CITY OVER MANY YEARS AT GREAT TAXPAYER EXPENSE;

2. PROVIDING UNIQUELY VALUABLE PROPERTY THAT NETWORK INFRASTRUCTURE SERVICE LICENSEES MAY WISH TO USE FOR PROFIT-MAKING PURPOSES THAT MAY NOT NECESSARILY BENEFIT ALL THE RESIDENTS OF THE CITY; AND

3. REPRESENTING PUBLIC INVESTMENTS FOR WHICH THE TAXPAYERS ARE ENTITLED TO A FAIR MONETARY RETURN ON THE CITY'S PAST AND FUTURE INVESTMENT IN THE CITY'S INFRASTRUCTURE.

C. THEREFORE, IN THIS ARTICLE THE PHOENIX CITY COUNCIL INTENDS:

1. TO CONSERVE THE LIMITED PHYSICAL CAPACITY OF THE PUBLIC HIGHWAYS HELD IN PUBLIC TRUST BY THE CITY; AND

2. TO ASSURE THAT THE CITY'S CURRENT AND ONGOING COSTS OF GRANTING AND REGULATING PRIVATE ACCESS TO AND USE OF THE PUBLIC HIGHWAYS ARE FULLY PAID BY THE PERSONS SEEKING SUCH ACCESS AND CAUSING SUCH COSTS.

SEC. 5D-2. DEFINITIONS.

FOR THE PURPOSE OF THIS CHAPTER, UNLESS THE CONTEXT OTHERWISE REQUIRES, THE FOLLOWING TERMS, PHRASES, WORDS, AND THEIR DERIVATIVES SHALL HAVE THE MEANINGS GIVEN HEREIN.

ANNUAL MINIMUM FEE (AMF) MEANS THE ANNUAL FEE THAT IS REQUIRED FOR USE OF THE CITY RIGHT-OF-WAY FOR THE INSTALLATION AND OPERATION OF THE NETWORK FACILITIES TO PROVIDE FIBER-OPTIC SERVICES.

CITY MEANS THE CITY OF PHOENIX, A MUNICIPAL CORPORATION OF THE STATE OF ARIZONA, AND ALL OF THE TERRITORY WITHIN ITS PRESENT AND FUTURE CORPORATE BOUNDARIES.

CITY CODE OR *CODE* MEANS PHOENIX CITY CODE.

COLLECTOR STREET MEANS ALL STREETS THAT PROVIDE DIRECT ACCESS TO RESIDENTIAL, COMMERCIAL, INDUSTRIAL, OR OTHER ABUTTING LAND, AND FOR TRAFFIC MOVEMENTS THAT CONNECT TO LOCAL OR ARTERIAL STREETS OR BOTH.

END-USER CUSTOMER MEANS A PERSON OR BUSINESS THAT IS A FEE-PAYING CUSTOMER OF THE NETWORK INFRASTRUCTURE SERVICE LICENSEE.

FACILITIES MEANS THE PLANT, EQUIPMENT, AND PROPERTY USED IN THE PROVISION OF NETWORK INFRASTRUCTURE SERVICES AND NOT OWNED BY THE CITY, INCLUDING BUT NOT LIMITED TO WIRES, PIPES, CONDUITS, PEDESTALS, AND OTHER APPURTENANCES PLACED IN, ON, OR UNDER PUBLIC HIGHWAYS.

GROSS REVENUES INCLUDES ALL REVENUES COLLECTED BY THE LICENSEE IN THE DELIVERY OF INTERNET ACCESS TO END-USER CUSTOMERS OR REVENUES COLLECTED IN THE FORM OF RENT OR LEASE PAYMENTS, INCLUDING THE FEE FOR SERVICE INSTALLATION AND ACTIVATION, MONTHLY FEE FOR INTERNET ACCESS, THE RENT OR LEASE PAYMENTS FROM THIRD-PARTY USE OF LICENSEE'S FIBER-OPTIC CIRCUITS, THE RENT OR LEASE PAYMENTS FOR CUSTOMER-PREMISE EQUIPMENT, AND ANY PROPERTY OR IN-KIND CONTRIBUTIONS (SERVICES OR GOODS) RECEIVED BY LICENSEE FROM ITS CUSTOMERS WITHIN THE CITY. GROSS REVENUES DOES NOT INCLUDE LICENSE FEES COLLECTED FROM CUSTOMERS PURSUANT TO PARAGRAPH 5D-5(B)(4).

LICENSE MEANS THE NON-EXCLUSIVE AUTHORIZATION GRANTED BY THE CITY TO CONSTRUCT, OPERATE, AND MAINTAIN FACILITIES WITHIN ALL OR PART OF THE CITY AND TO OCCUPY OR USE THE STREETS WITHIN THE CITY. THE LICENSE SHALL BE EVIDENCED BY A SEPARATE GRANTING ORDINANCE AND LICENSE DOCUMENT AND SUBJECT TO THE TERMS OF THIS CHAPTER.

LICENSEE MEANS THE PERSON OR ENTITY TO WHICH LICENSE IS GRANTED FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, AND RECONSTRUCTION OF FACILITIES AND NETWORK INFRASTRUCTURE TO PROVIDE SERVICES TO END-USER CUSTOMERS.

LICENSE FEE MEANS EITHER THREE PERCENT (3%) OF GROSS REVENUES, OR THE AMF, WHICHEVER IS HIGHER.

LOCAL STREET MEANS ALL STREETS THAT PROVIDE DIRECT ACCESS TO RESIDENTIAL, COMMERCIAL, INDUSTRIAL, OR OTHER ABUTTING LAND AND FOR LOCAL TRAFFIC MOVEMENTS, AND THAT CONNECT TO COLLECTOR OR ARTERIAL STREETS OR BOTH.

NETWORK INFRASTRUCTURE SERVICE MEANS WIRED TRANSMISSION TECHNOLOGY THAT PROVIDES AN END-USER CUSTOMER CONNECTIVITY TO THE INTERNET FOR A FEE. THE SERVICES SHALL NOT INCLUDE CABLE SERVICES (AS GOVERNED BY A.R.S. §9-505), VIDEO SERVICES (AS GOVERNED BY A.R.S. §9-1401), COMMERCIAL MOBILE RADIO SERVICE (AS DEFINED IN

A.R.S. §9-581), OR TELECOMMUNICATIONS SERVICES OFFERED BY A TELECOMMUNICATIONS CORPORATION (AS DEFINED IN A.R.S. §9-581).

NETWORK INFRASTRUCTURE SERVICE PROVIDER MEANS THE PERSON OR COMPANY OFFERING NETWORK INFRASTRUCTURE SERVICES.

PUBLIC HIGHWAY OR *HIGHWAY* MEANS ALL ROADS, STREETS AND ALLEYS AND ALL OTHER DEDICATED PUBLIC RIGHTS-OF-WAY OF THE CITY. A BRIDGE OWNED BY THE CITY OR OTHER PARTIES IS NOT A PUBLIC HIGHWAY OR A HIGHWAY; USE OF A CITY BRIDGE MAY REQUIRE A BRIDGE MASTER LICENSE AGREEMENT OR A REVOCABLE PERMIT.

RESIDENTIAL UNIT AS USED TO CALCULATE THE AMF MEANS ANY PROPERTY USED AS A RESIDENCE, REGARDLESS OF ZONING CLASSIFICATION. IF LICENSEE HAS A CONTRACT TO PROVIDE FIBER-OPTIC SERVICES TO A MULTIPLE DWELLING UNIT COMPLEX, INCLUDING CONDOMINIUMS OR APARTMENTS, LICENSEE SHALL INCLUDE THE TOTAL NUMBER OF RESIDENTIAL UNITS AVAILABLE WITHIN THE PROPERTY FOR CALCULATION OF THE AMF.

RIGHTS-OF-WAY OR *ROW* SHALL HAVE THE SAME MEANING AS PUBLIC HIGHWAY OR HIGHWAY.

TELECOMMUNICATIONS CORPORATION MEANS A CORPORATION WITH A VALID CITY TELECOMMUNICATIONS LICENSE WHICH MAY PROVIDE END-USER CUSTOMERS CONNECTIVITY TO THE INTERNET FOR A FEE UNDER THE TERMS OF ITS TELECOMMUNICATIONS LICENSE.

ARTICLE II. LICENSE TO OCCUPY RIGHTS-OF-WAY

SEC. 5D-3. LICENSE REQUIRED.

NETWORK INFRASTRUCTURE SERVICE PROVIDER SHALL NOT INSTALL, MAINTAIN, CONSTRUCT, REPAIR, OR OPERATE FACILITIES IN ANY PUBLIC HIGHWAY IN THE CITY, OR PROVIDE SERVICES BY MEANS OF SUCH FACILITIES, UNLESS A LICENSE TO USE THE HIGHWAYS TO SERVICES HAS FIRST BEEN GRANTED BY THE PHOENIX CITY COUNCIL UNDER THIS CHAPTER.

SEC. 5D-4. LICENSE TERM.

LENGTH OF LICENSE. ANY LICENSE GRANTED BY THE CITY PURSUANT TO THIS CHAPTER SHALL COMMENCE UPON APPROVAL. THE LICENSE SHALL BE EFFECTIVE FOR A PERIOD OF FIVE (5) YEARS, AND SUBJECT TO THE CONDITIONS AND RESTRICTIONS PROVIDED IN THE LICENSE AND THIS CHAPTER.

5D-5. COMPENSATION.

A. LICENSEE SHALL:

1. PAY ANY APPLICABLE TRANSACTION PRIVILEGE TAX OR APPLICABLE USE TAX, AS MAY BE SPECIFIED FROM TIME TO TIME IN CHAPTER 14 OF THE PHOENIX CITY CODE.

2. PAY ALL FEES RELATED TO THE PLAN REVIEW AND ISSUANCE OF CONSTRUCTION PERMITS, INSPECTIONS FEES, RIGHT-OF-WAY AND TEMPORARY RESTRICTION AND CLOSURE SYSTEM (TRACS) PERMITS, AND PRE-CONSTRUCTION MEETING FEES. ALSO PAY ALL FEES RELATED TO PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY THE PLANNING & DEVELOPMENT DEPARTMENT.

3. REIMBURSE THE CITY FOR ITS ACTUAL AND DOCUMENTED COSTS IF THE CITY REASONABLY REQUIRES RETAINING OUTSIDE PERSONS TO REVIEW PLANS, OUTSIDE INSPECTORS TO MONITOR THE INSTALLATION OF FACILITIES, AND ANY OTHER CONSTRUCTION RELATED WORKERS TO MEET TIMEFRAMES DESIRED BY THE LICENSEE.

4. PAY ALL REASONABLE COSTS ASSOCIATED WITH THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF ITS FACILITIES IN THE PUBLIC HIGHWAYS USED TO PROVIDE SERVICES, INCLUDING REASONABLE COSTS ASSOCIATED WITH DAMAGE CAUSED TO THE PUBLIC HIGHWAYS.

5. THE CITY'S RIGHT-OF-WAY IS HELD IN PUBLIC TRUST AND IS A VALUABLE ASSET THAT REQUIRES FAIR AND REASONABLE COMPENSATION FOR ITS USE BY LICENSEE. THE LICENSE FEE FOR A LICENSE SHALL BE THE GREATER OF THE TWO OPTIONS: EITHER THREE PERCENT (3%) OF GROSS REVENUES, OR AN AMF.

a. AFTER 12-MONTHS FROM THE DATE THAT THE LICENSE IS EXECUTED, AND ON EACH SUCCESSIVE ANNIVERSARY OF THAT DATE, THE LICENSEE SHALL CALCULATE THE AMF PAYABLE TO THE CITY.

i) THE AMF FOR JANUARY 2024 THROUGH DECEMBER 2029 IS $9.00 (NINE DOLLARS) MULTIPLIED BY THE NUMBER OF RESIDENTIAL UNITS THAT LICENSEE HAS PASSED ON A LOCAL STREET AND A COLLECTOR STREET WITH ITS FACILITIES. THE AMF RATE FOR RESIDENTIAL UNITS PASSED SHALL INCREASE AT EACH FIVE-YEAR RENEWAL BASED ON

THE CUMULATIVE CONSUMER PRICES INDEX ALL URBAN AREAS (CPI-U) FOR THE MONTH OF JULY DURING EACH YEAR OF THE LICENSE; PROVIDED THAT THE ANNUAL FEE FOR EACH RESIDENTIAL UNIT PASSED SHALL NOT BE LESS THAN THE FEE FROM THE PREVIOUS FIVE-YEAR LICENSE TERM.

b. IF THE THREE PERCENT (3%) OF GROSS REVENUES EXCEEDS THE AMF, THEN THE LICENSEE SHALL ONLY REMIT THE THREE PERCENT (3%) OF GROSS REVENUES TO CITY.

c. IF THE THREE PERCENT (3%) OF GROSS REVENUES DOES NOT EXCEED THE AMF, THEN LICENSEE SHALL REMIT THE AMF TO CITY.

B. LICENSEE SHALL REMIT QUARTERLY LICENSE FEE PAYMENTS.

1. AT THE END OF EACH CALENDAR QUARTER, LICENSEE SHALL CALCULATE AND REMIT TO CITY A LICENSE FEE PAYMENT EQUAL TO THREE PERCENT (3%) OF GROSS REVENUES.

2. QUARTERLY FEE PAYMENT. THE LICENSEE SHALL SEND THE QUARTERLY LICENSE FEE PAYMENT SO THAT THE PAYMENT IS RECEIVED BY THE CITY ON OR BEFORE:

a. 1Q (JANUARY 1 - MARCH 31) PAYMENT TO CITY BY MAY 31;

b. 2Q (APRIL 1 – JUNE 30) PAYMENT TO CITY BY AUGUST 31;

c. 3Q (JULY 1 – SEPTEMBER 30) PAYMENT TO CITY BY NOVEMBER 30;

d. 4Q (OCTOBER 1 – DECEMBER 31) PAYMENT TO CITY BY FEBRUARY 28.

3. FIRST QUARTERLY FEE PAYMENT. THE FIRST QUARTERLY FEE PAYMENT SHALL BE MADE AFTER CLOSE OF THE QUARTER DURING WHICH THE LICENSEE BEGINS PROVIDING SERVICE TO ANY END-USER CUSTOMERS.

4. THE LICENSEE MAY IDENTIFY AND COLLECT, AS A SEPARATE ITEM ON THE REGULAR BILL OF ANY END-USER CUSTOMER, THE AMOUNT OF THE LICENSE FEE ON GROSS REVENUES.

5. THE LICENSE FEE WILL NOT BE AN OFFSET TO THE TRANSACTION PRIVILEGE TAX OR ANY OTHER FEDERAL, STATE OR

LOCAL TAX THAT MAY BE ASSESSED. LICENSEE ACKNOWLEDGES THAT CITY WILL PASS ON ITS TRANSACTION PRIVILEGE TAX LIABILITY AS A LICENSOR OF REAL PROPERTY TO LICENSEE AND LICENSEE SHALL PAY SUCH AMOUNT. LICENSEE MAY IDENTIFY AND COLLECT, AS A SEPARATE ITEM ON THE REGULAR BILL OF ANY END-USER CUSTOMER, THE AMOUNT SO PASSED ON.

6. LATE PAYMENT PENALTY FOR ALL FEES. ANY FEE PAYMENT DUE TO THE CITY THAT IS NOT RECEIVED BY THE DATE SPECIFIED IN SECTION 5D-5(B)(2) SHALL BE SUBJECT TO A LATE PAYMENT FEE OF ONE PERCENT (1%) PER MONTH.

SEC. 5D-6. CITY POLICE POWER; CONTINUING JURISDICTION.

A. THE LICENSEE SHALL AT ALL TIMES BE SUBJECT TO ALL LAWFUL EXERCISE OF THE POLICE POWER BY THE CITY, INCLUDING ANY AND ALL CHAPTERS, RULES, OR REGULATIONS WHICH THE CITY HAS ADOPTED OR MAY ADOPT, AND ALL LAWS, RULES, REGULATIONS, ORDERS, AND POLICIES OF THE STATE AND THE UNITED STATES GOVERNMENT. IN THE EVENT OF A CONFLICT BETWEEN THIS CHAPTER AND OTHER PROVISIONS OF THE CITY CODE, THE STRICTER REQUIREMENT SHALL APPLY.

B. THE CITY SHALL HAVE CONTINUING JURISDICTION AND SUPERVISION OVER ANY FACILITIES LOCATED WITHIN OR ON RIGHTS-OF-WAY. IT IS RECOGNIZED THAT THE DAILY ADMINISTRATIVE, SUPERVISORY, AND ENFORCEMENT RESPONSIBILITIES OF THE PROVISIONS OF THIS CHAPTER SHALL BE DELEGATED AND ENTRUSTED TO THE CITY MANAGER OR DESIGNEE TO INTERPRET, ADMINISTER, AND ENFORCE THE PROVISIONS OF THIS CHAPTER, AND TO PROMULGATE STANDARDS REGARDING THE CONSTRUCTION, RECONSTRUCTION, RELOCATION, MAINTENANCE, REPAIR, DISMANTLING, ABANDONMENT, OR USE OF THE FACILITIES WITHIN THE RIGHTS-OF-WAY.

PASSED by the Council of the City of Phoenix this xxth day of _____, 2024.

_____
M A Y O R

_____
Date

ATTEST:

_____
Denise Archibald, City Clerk

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

BY:_____

_____

REVIEWED BY:

_____
Jeffrey Barton, City Manager

RRH:ab:**(LF24-0403)**:5-1-24:2429443v1

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** *50

ITEM REVISED (SEE ATTACHED MEMO) Amend Phoenix City Code Chapter 20: Office of Accountability and Transparency (Ordinance G-7258)

Request to approve Ordinance for amendments to Phoenix City Code (PCC) Chapter 20 for the Office of Accountability and Transparency to adopt language to establish a Civilian Review Board and amend portions of PCC Chapter 20 to comply with state law.

Summary

The Phoenix City Council and Mayor established the Office of Accountability and Transparency (OAT) in 2021 to perform independent civilian oversight of the Phoenix Police Department (Police). OAT monitors Police administrative investigations of incidents involving sworn personnel and provides community members a way to freely communicate complaints, commendations, and concerns about officers and the Police Department without fear of retaliation.

In 2022, state legislators proposed and passed a bill, later codified as Arizona Revised Statutes (A.R.S.) 38-1117, that altered the landscape of civilian oversight in Arizona. OAT shifted the scope and manner of its work to remain within the confines of the Code and A.R.S. 38-1117. However, to align OAT's practice, Phoenix City Code (PCC) sections 20-1 through 20-13 require amendments eliminating reference to OAT conducting investigations or influencing officer discipline.

The Ordinance also establishes a Civilian Review Board (Board) to further OAT's work.

Concurrence/Previous Council Action

At the March 19, 2024 Policy Session, Staff requested City Council direction on the proposed amendments to current PCC Chapter 20, sections 20-1 to 20-13 and suggested additions of sections 20-14 through 20-17 to establish the Civilian Review Board.

Responsible Department

This item is submitted by Deputy City Manager Ginger Spencer, the Office of Accountability and Transparency, the City Manager's Office and the Law Department.

City of Phoenix

To: Ginger Spencer
Deputy City Manager

Date: April 30, 2024

From: Shannon Johanni
Interim Office of Accountability and Transparency Director

Subject: REQUEST TO REVISE ITEM 50, AMEND PHOENIX CITY CODE CHAPTER 20: OFFICE OF ACCCOUNTABILITY AND TRANSPARENCY (ORDINANCE G-7258), ON MAY 1, 2024, FORMAL AGENDA

The Office of Accountability and Transparency requests approval to revise Item 50, Ordinance G-7258, Amend Phoenix City Code Chapter 20, from the May 1, 2024, Formal Agenda. The purpose of this memo is a revision to the draft copy of Ordinance G-7258.

1. Update SEC. 20-16, A - REVIEW BOARD DUTIES:
   A. THE OAT SHALL SET RULES FOR THE GOVERNANCE OF THE BOARD AND SHALL ESTABLISH ITS PROCEDURES FOR REVIEWING AND RECEIVING COMPLAINTS AND FOR ENSURING NOTIFICATION TO COMPLAINANTS OF THE STATUS AND DISPOSITION OF THEIR COMPLAINTS.

2. Update SEC. 20-16, C, 4. – THE REGULAR BUSINESS OF THE BOARD SHALL CONCERN ONE OR MORE OF THE FOLLOWING MATTERS:
   4. PRESENTATIONS BY GUEST SPEAKERS INVITED BY THE BOARD.

APPROVED:

Ginger Spencer
Deputy City Manager

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ORDINANCE G-7258

AN ORDINANCE RELATING TO THE OFFICE OF ACCOUNTABILITY AND TRANSPARENCY AMENDING CHAPTER 20, ARTICLE I, SECTION 20-1 OF THE PHOENIX CITY CODE, ARTICLE II, SECTIONS 20-5 THROUGH 20-10 AND 20-13, AND REPEALING AND DELETING SECTION 20-11 IN ITS ENTIRETY, ADDING ARTICLE III, SECTIONS 20-14 THROUGH 20-17, AND AMENDING ARTICLE IV, SECTION 20-26.

_____

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That Chapter 20, Article I, Section 20-1 is amended as follows:

Article I.
Creation of Civilian Review

Sec. 20-1. Office of Accountability and Transparency created.

A. The Office of Accountability and Transparency (the "OAT" or "Director"—see definitions) for the City of Phoenix shall consist of a full-time Director with appropriate professional and support staff.

B. The Director shall have such staff and budget as the City Council may prescribe. The Director shall appoint all other staff of the OAT. The appropriations to pay for the expenses of the OAT during each fiscal year shall be determined by the City Council as part of the annual City budget process.

DRAFT

C. The OAT shall take community complaints or commendations, establish procedures for receiving anonymous complaints, conduct outreach with the community, support services to impacted community members, ~~monitor~~ REVIEW ANY Department ADMINISTRATIVE investigations or CIVILIAN EMPLOYEE COMPLAINT ~~conduct investigations~~; make recommendations to the Police Chief ~~regarding administrative action, including possible discipline for the Department; make recommendations~~ regarding policy~~,~~ RULES AND TRAINING issues; CONDUCT ~~assist with~~ mediation to resolve disputes; administer a youth outreach program; and address other issues of concern to the community. The scope of all OAT actions must relate to the Department, as outlined in this chapter.

D. The OAT shall establish standards of professional conduct and a comprehensive training program for its staff to ~~monitor or investigate allegations or inquiries received against~~ REVIEW ~~the~~ Department INVESTIGATIONS.

Sec. 20-2. Reserved.

Sec. 20-3. Reserved.

SECTION 2. That Chapter 20, Article II, Sections 20-5, 20-6, 20-7, 20-8, 20-9, 20-10 and 20-13 are amended and Section 20-11 is repealed and deleted in its entirety as follows:

Article II.
Office of Accountability and Transparency created.

Sec. 20-4. Appointment, qualification, and removal of Director.

A. The City Manager shall direct the recruitment for the Director with the assistance of Human Resources or other entity designated by the City Manager.

B. The Director shall serve at the pleasure of the City Manager. The City Manager may take any personnel action, including administrative leave or termination, if determined in the best interests of the City, in the City Manager's sole discretion.

Sec. 20-5. OAT staff.

A. The Director and all staff shall be committed to implementing the provisions of this chapter in an honest, independent and impartial fashion and to upholding public confidence in the integrity of the OAT.

B. The Director shall hire OAT staff who shall work under the Director's supervision.

C. OAT staff are employees of the City of Phoenix and must follow the City personnel rules.

D. Neither the Director nor any employees in the OAT's office, nor their immediate family members, shall have formerly been employees of any law enforcement agency.

E. The Director will hire one or more attorneys as staff to advise and represent the OAT with respect to its work, provided:

1. Any such attorney is admitted to the State Bar of Arizona; and

2. Any such attorney must not provide legal advice or representation to any department or function of the City of Phoenix other than the OAT; and

3. All financial, personnel and administrative functions of any such attorney shall be under the jurisdiction of the City Manager or Director and shall not be under the jurisdiction of the City Attorney.

F. To retain outside legal counsel to advise and represent the OAT with respect to its work, provided:

1. Counsel is retained pursuant to the standard terms of engagement then used by the City Attorney, including any limitations on fees or costs; and

2. The costs of such representation are paid from the budget of the OAT and not from the budget of the City Attorney; and

3. The Director provides the City Attorney with notice of the engagement, including the firm selected and a copy of the engagement agreement; and

4. In no situation may the OAT use staff counsel or outside counsel in litigation by the Director or OAT against the City.

G. Nothing in the preceding provisions shall be construed to alter the authority of the City Council or the City Attorney with regard to the defense of claims against the City or individual City defendants, the settlement of monetary or other claims against the City or individual City defendants, or any other powers or duties of the City Attorney.

Sec. 20-6. Mandatory Oversight by the OAT.

A. The OAT shall ~~monitor or investigate~~ REVIEW DEPARTMENT ADMINISTRATIVE INVESTIGATIONS OF incidents set forth below ~~when~~ AFTER the investigation is conducted by the Department. The OAT will not participate in ~~criminal~~ ANY

DEPARTMENT investigations~~ or investigate matters while a criminal investigation is pending~~.

B. The OAT shall ~~monitor~~ REVIEW Department investigations ~~or investigate~~ OF:

1. Any shooting involving uniformed personnel, whether duty related or not;

2. Any in-custody death;

3. Any duty-related incident during which, or as a result of which, anyone dies or suffers serious bodily injury as that term is defined in A.R.S. § 13-105(39), as it may be amended from time to time; and

C. The OAT shall also ~~monitor or participate in~~ REVIEW Department investigations concerning the following incidents. However, if no criminal charges are filed subsequent to an investigation, or such criminal charges are dismissed, the OAT shall have the discretion to ~~monitor or investigate~~ REVIEW the following incidents:

1. Any incident, whether or not duty related, in which Police Department uniformed personnel are under investigation for, or charged with, any crime set forth in A.R.S. Title 13, Chapters 11, 12, 13 and 14 (offenses against the person, which include homicide, assault, kidnapping, and unlawful sexual behavior), as they may be amended from time to time; or

2. Any incident, whether or not duty related, in which Police Department uniformed personnel are under investigation for, or charged by, any jurisdiction with a misdemeanor or local law violation in which a use of force (defined as assaulting, beating, striking, fighting, or inflicting violence on a person) or threatened use of force is an element of the offense.

D. In addition, the OAT shall ~~monitor investigations or investigate~~ REVIEW possible misconduct by uniformed personnel when requested to do so by the City Manager. The Board or City Manager shall advise the OAT of the reasons why the Board or the City Manager believes the OAT should ~~monitor or investigate~~ REVIEW.

E. FOLLOWING ANY REVIEW, AND AFTER THE INVESTIGATION REVIEWED IS COMPLETED, the OAT may also make any PROSPECTIVE recommendations to the City Manager or Police Chief regarding the ~~sufficiency~~ CONDUCT of any FUTURE investigations, ~~determinations as to whether Department rules or policies have been violated~~, and the appropriate~~ness of~~ disciplinary sanctions, ~~if any~~ IN FUTURE INVESTIGATIONS.

F. The Department shall, as soon as practicable, notify the OAT upon becoming aware of:

1. An incident described in subsection B of this section; or

2. An incident, whether or not duty related, in which a Police Department uniformed personnel is under investigation for, or charged by, a jurisdiction with a misdemeanor or felony.

G. OAT shall immediately notify the following parties regarding whether it will REVIEW ~~monitor, participate in~~ an investigation~~, or investigate an incident~~ under this section:

1. The Board;

2. The Police Chief; and

3. The City Manager.

Sec. 20-7. Discretionary oversight by the OAT.

A. The OAT shall have the discretion to ~~monitor~~ REVIEW any Department investigation or ~~investigate any~~ civilian or employee complaint.

B. The OAT shall also have the discretion to ~~monitor or participate in~~ REVIEW any internal investigation by the Department which the OAT, the City Manager or the Board recommends as in the City's best interest for the OAT to be involved.

C. The OAT shall have the discretion to ~~monitor or participate in~~ REVIEW any Department investigation of any incident, whether or not duty related, in which Police Department uniformed personnel are accused of a crime or policy violation.

D. Upon exercising discretion to REVIEW ~~monitor or participate in~~ an investigation ~~or investigate anything~~ authorized in subsection A, B, or C of this subsection, the OAT shall immediately notify the following parties of the investigation:

1. The Board;
2. The Police Chief; and
3. The City Manager.

Sec. 20-8. Public reporting by the OAT.

A. No later than March 15 of each year, the OAT shall submit an annual public report to the City Manager and the Board:

1. Setting forth the work of the OAT during the prior calendar year;

2. Identifying trends regarding complaints, investigations, and discipline of police including, but without identifying specific persons:

a. Information regarding uniformed personnel who were the subject of multiple complaints;

b. Complainants who filed multiple complaints;

c. Issues that were raised by multiple complaints; and

d. Making PROSPECTIVE recommendations regarding the ~~sufficiency of~~ CONDUCT OF FUTURE investigations and the APPROPRIATE DISCIPLINARY SANCTIONS IN FUTURE INVESTIGATIONS. ~~appropriateness of disciplinary actions, if any;~~

3. Recommendations for changes to policies, rules, and training; and

4. Policy rules or training revisions implemented by the Department.

B. The report shall present information in statistical and summary form, without identifying specific persons, except to the extent that incidents involving specific persons have otherwise been made public by the City of Phoenix.

C. In addition to the annual report, the OAT shall publish a quarterly status report, which shall be available to the public and which shall include, among other things, patterns relating to complaints and ~~recommendations regarding the sufficiency of investigations~~ EVALUATIONS OF the sufficiency of CLOSED investigations, and RECOMMENDATIONS FOR CONDUCTING FUTURE INVESTIGATIONS, AND determinations as to whether Department rules and policies have been violated IN CLOSED DEPARTMENT ADMINISTRATIVE INVESTIGATIONS.

D. Based upon an analysis of reports and other information available to the OAT, the OAT shall make timely PROSPECTIVE recommendations to the Police Chief and the City Manager.

E. The OAT has the discretion to publish additional public reports throughout the year about matters within the duties of the OAT.

Sec. 20-9. Confidentiality.

A. The OAT, its staff, the Board, and all consultants and experts hired by the OAT shall treat all documents and information regarding specific investigations or officers as confidential except to the extent needed to carry out their duties.

B. The Director shall not discuss with any person or group, including the members of the Board, confidential employee information OR DEPARTMENT INVESTIGATIONS not already public.

C. The Director, the Board, and all persons who ~~participate in~~ REVIEW the Police Department's investigative and disciplinary processes are part of the City's deliberative process regarding investigative and disciplinary procedures for personnel. Furthermore, all deliberations and recommendations learned by any of those persons or groups during the exercise of their duties shall be protected from disclosure to the extent allowable by law.

Sec. 20-10. Internal investigations.

A. The Department shall cooperate with the OAT in ~~monitoring~~ REVIEWING internal investigations, ~~or investigating,~~ including ~~being present to monitor or participate in~~

OBSERVING interviews of witnesses and persons under internal investigation. The Department and OAT shall establish departmental policies regarding that cooperation. The policies shall ensure that the Department provides the OAT with reasonable notice of and opportunity to OBSERVE ~~attend~~ interviews, AND the opportunity to make FUTURE recommendations regarding investigations~~, and reasonable time frames to complete the steps in the internal investigatory process~~.

B. For any investigation that it ~~monitors, participates in, or conducts~~ REVIEWS, the OAT shall review the investigation to ensure that it is thorough and complete. ~~If the OAT cannot certify that a Department investigation is thorough and complete, the OAT may recommend that the Department conduct additional investigation.~~ The OAT must be specific in outlining issues it has with the investigation.

C. ~~If the Department does not complete the additional investigation to the satisfaction of the OAT, the OAT may write a separate recommendation to the Police Chief and City Manager.~~

Sec. 20-11. REPEALED. ~~Role of the OAT in the disciplinary process~~

~~A. The Department shall cooperate with the OAT in monitoring the disciplinary process. The Department shall establish departmental policies regarding that cooperation. The policies shall ensure that the Department provide the OAT with reasonable notice and opportunity to:~~

~~1. Receive notice and opportunity to comment prior to entering agreements, whether written or oral, resulting in the closure of internal investigations or the disciplinary process;~~

~~2. Make recommendations regarding determinations as to whether Department rules or policies have been violated;~~

~~3. Make recommendations regarding the appropriateness of disciplinary sanctions, if any;~~

~~4. Furthermore, the policies shall provide for reasonable time frames to complete the steps in the disciplinary process consistent with Arizona law.~~

Sec. 20-12. OAT access to records and other items.

A. The Department and all City employees shall fully cooperate with the OAT by providing the OAT, within a reasonable amount of time, complete access to records, information, documents, files, reports, evidence, databases, and all other items, whether in paper, electronic, or other form, that the OAT requests in order to perform its duties set forth in the provisions of this chapter, but not including documents subject to a claim of privilege or confidential under applicable law.

B. If, in response to a request from the OAT, records and information cannot be produced at all or produced within a reasonable amount of time, a written explanation, sufficiently detailed for an understanding of why the records or documents cannot be produced, shall be promptly provided. The OAT shall not be required to pay for copies of the materials set forth in this section, including copies of documents previously supplied by the departments; provided, that the OAT may not use those departments as a printing service to make multiple copies of individual documents.

C. The Department shall provide the OAT with an opportunity to participate in any committee or working groups involving external stakeholders convened to draft or revise policies or practices concerning matters within the OAT's authority.

D. The Department shall provide the OAT with reasonable notice and an opportunity to make recommendations before implementing an existing or adopting a new substantive policy or practice concerning matters within the OAT's authority. When a policy or practice necessitates an immediate revision or implementation due to a change in the law, the OAT will be notified as soon as practicable about the change.

E. If the OAT receives or is in possession of evidence or vital information pertaining to a case under investigation, it must give or communicate that evidence or information to the Department promptly. Evidence must be in the exact same condition that it was received.

Sec. 20-13. Response to OAT recommendations.

A. The OAT shall make recommendations to the Department about matters within the OAT's authority. If requested by the OAT in writing, the Department shall respond in writing within 30 days and shall specify:

1. Either agreement with recommendations or specific reasons for disagreement with recommendations;

2. Plans for implementing solutions to issues identified; and

3. A timetable to complete such activities.

B. Recommendations made by the OAT and any responses shall be open to inspection except as otherwise not subject to disclosure under State, Federal, or local law or regulation.

C. The City Manager may act as an arbiter between the OAT and Department.

SECTION 3. That Chapter 20, Article III, Sections 20-14, 20-15, 20-16, and 20-17 are added as follows:

ARTICLE III.
PHOENIX CIVILIAN REVIEW BOARD

SEC. 20-14. PHOENIX CIVILIAN REVIEW BOARD ESTABLISHED; SELECTION PROCESS; TERMS.

A. THE PHOENIX CIVILIAN REVIEW BOARD (THE "BOARD") IS ESTABLISHED AND SHALL BE COMPRISED OF NINE VOTING MEMBERS.

1. ALL VOTING MEMBERS SHALL EITHER RESIDE OR WORK IN THE CITY OF PHOENIX. MEMBERS MUST BE AT LEAST 21 YEARS OF AGE. NO CURRENT OR FORMER SWORN LAW ENFORCEMENT OFFICER IS ELIGIBLE TO SERVE AS A VOTING MEMBER OF THE BOARD.

2. PURSUANT TO PHOENIX CITY CODE SECTION 2-50, THE MAYOR SHALL NOMINATE THE NINE VOTING MEMBERS, WITH AN AFFIRMATIVE VOTE OF TWO-THIRDS OF THE MEMBERS OF THE CITY COUNCIL APPROVING MEMBERS FOR THREE-YEAR UNCOMPENSATED TERMS IN STAGGERED SEQUENCE OF: THREE MEMBERS FOR TWO YEARS, THREE MEMBERS FOR THREE YEARS, AND THREE MEMBERS FOR FOUR YEARS IN THEIR INITIAL TERMS; ALL ELIGIBLE TO SERVE

A THREE YEAR TERM THEREAFTER, WHICH WILL SERVE AS THEIR SECOND TERM. MEMBERS TO SERVE NO MORE THAN TWO TERMS.

3. UPON THE EXPIRATION OF ANY VOTING MEMBER'S TERM, AN APPOINTMENT WILL BE MADE TO THEIR POSITION BY THE MAYOR, FOR A TERM OF THREE YEARS. EACH MEMBER MAY BE REAPPOINTED TO A THREE-YEAR TERM BUT MAY SERVE NO MORE THAN TWO CONSECUTIVE TERMS ON THE BOARD. IF A MEMBER IS UNABLE TO COMPLETE THEIR TERM FOR ANY REASON, THE MAYOR SHALL NOMINATE A NEW MEMBER, WITH AN AFFIRMATIVE VOTE OF TWO-THIRDS OF THE MEMBERS OF CITY COUNCIL APPROVING THE MEMBER, TO COMPLETE THE TERM. SUCH NEW MEMBER SHALL THEN BE ELIGIBLE TO BE REAPPOINTED FOR NO MORE THAN ONE ADDITIONAL FULL CONSECUTIVE TERM, IF THE MEMBER HAS SERVED 18 MONTHS OR MORE OF THE ORIGINAL TERM, AND NO MORE THAN TWO ADDITIONAL FULL CONSECUTIVE TERMS IF THE MEMBER HAS SERVED LESS THAN 18 MONTHS OF THE ORIGINAL TERM.

SEC. 20-15. REVIEW BOARD OFFICERS, QUORUM, ATTENDANCE, AND TRAINING.

A. THE BOARD SHALL MEET ONCE PER MONTH AT A VENUE WITHIN THE CITY CHOSEN BY THE BOARD CHAIR. AT LEAST ONE BOARD MEETING PER CALENDAR YEAR MAY BE HELD IN EACH CITY COUNCIL DISTRICT. A BOARD AGENDA SHALL BE PUBLISHED ON THE OFFICE OF ACCOUNTABILITY AND TRANSPARENCY ("OAT") CITY OF PHOENIX WEBPAGE AT LEAST 24 HOURS PRIOR TO EACH BOARD MEETING.

B. AT THE FIRST MEETING OF EACH CALENDAR YEAR, THE BOARD SHALL

VOTE TO SELECT A VOTING MEMBER TO SERVE AS CHAIR OF THE BOARD FOR THE REMAINDER OF THE CALENDAR YEAR.

C. FIVE VOTING MEMBERS OF THE BOARD SHALL CONSTITUTE A QUORUM FOR THE PURPOSE OF CONDUCTING BUSINESS, AND FIVE VOTING MEMBERS MUST VOTE IN FAVOR OF ANY ITEM REQUIRING ACTION.

D. ALL VOTING AND ADMINISTRATIVE MEMBERS OF THE BOARD MUST ATTEND A MINIMUM OF 75 PERCENT OF THE MEETINGS ANNUALLY, FAILURE TO ATTEND WILL RESULT IN AN AUTOMATIC DISMISSAL AT THE END OF THE PERIOD. THE MAYOR SHALL NOMINATE A NEW MEMBER, WITH AN AFFIRMATIVE VOTE OF TWO-THIRDS OF THE MEMBERS OF CITY COUNCIL APPROVING THE MEMBER. ATTENDANCE IS ALSO GOVERNED BY SECTION 2-51 AND A BOARD MEMBER MAY BE REMOVED FROM OFFICE WITH OR WITHOUT CAUSE PRIOR TO THE EXPIRATION OF THE MEMBER'S TERM BY A MAJORITY VOTE OF THE COUNCIL.

SEC. 20-16. REVIEW BOARD DUTIES.

A. THE OAT SHALL SET RULES FOR THE GOVERNANCE OF THE BOARD AND SHALL ESTABLISH ITS PROCEDURES FOR REVIEWING COMPLAINTS AND FOR ENSURING NOTIFICATION TO COMPLAINANTS OF THE STATUS AND DISPOSITION OF THEIR COMPLAINTS.

B. EACH BOARD MEETING SHALL FOCUS SOLELY ON THE BOARD'S REGULAR BUSINESS. SPECIAL TOPICS RELATED TO POLICING BUT NOT PERTAINING TO THE BOARD'S REGULAR BUSINESS SHALL ONLY BE PLACED ON

THE BOARD AGENDA BY DIRECTION OF THE CITY COUNCIL, THE CITY MANAGER, OR DESIGNEE.

C. THE REGULAR BUSINESS OF THE BOARD SHALL CONCERN ONE OR MORE OF THE FOLLOWING MATTERS:

1. DISCUSSION OF NEWLY RELEASED OAT MONITORING REPORTS.

2. VOTING ON OAT MONITORING REPORTS.

3. DISCUSSION OF BOARD/OAT POLICY RECOMMENDATIONS TO THE PHOENIX POLICE DEPARTMENT.

4. PRESENTATIONS BY GUEST SPEAKERS INVITED BY THE BOARD AND APPROVED BY THE OAT DIRECTOR AND POLICE CHIEF.

5. PUBLIC COMMENT.

6. CONCLUSION.

SEC. 20-17. OAT MONITORING REPORT REVIEW AND FINDINGS.

A. UPON THE COMPLETION OF AN OAT MONITORING REPORT, OAT SHALL FORWARD THE REPORT TO THE BOARD. WHEN THE BOARD RECEIVES THE OAT MONITORING REPORT, AND THE POLICE DEPARTMENT'S WRITTEN RESPONSE IT WILL PROCEED WITH ITS REVIEW AND MAKE A FINDING.

B. AFTER REVIEW OF AN OAT MONITORING REPORT AND THE POLICE DEPARTMENT'S RESPONSE, THE BOARD SHALL MAKE ONE OF THE FOLLOWING FINDINGS:

1. ADOPT. THE BOARD ADOPTS OAT'S CONCLUSIONS REGARDING THE THOROUGHNESS AND COMPLETENESS OF THE DEPARTMENT'S

ADMINISTRATIVE INVESTIGATION FOR FUTURE ADMINISTRATIVE INVESTIGATIONS AND ADOPTS OAT'S RECOMMENDATIONS FOR CONDUCTING FUTURE INVESTIGATIONS;

2. ADOPT WITH REVISIONS. THE BOARD ADOPTS OAT'S CONCLUSIONS REGARDING THE THOROUGHNESS AND COMPLETENESS OF THE DEPARTMENT'S ADMINISTRATIVE INVESTIGATION AND MAKES ADDITIONAL CHANGES OR REJECTS OAT'S RECOMMENDATIONS FOR FUTURE ADMINISTRATIVE INVESTIGATIONS;

3. DECLINE. THE BOARD DECLINES TO ADOPT OAT'S CONCLUSIONS REGARDING THE THOROUGHNESS AND COMPLETENESS OF THE DEPARTMENT'S ADMINISTRATIVE INVESTIGATION AND DECLINES TO ADOPT RECOMMENDATIONS FOR FUTURE ADMINISTRATIVE INVESTIGATIONS;

4. DECLINE WITH REVISIONS. THE BOARD DECLINES TO ADOPT OAT'S CONCLUSIONS REGARDING THE THOROUGHNESS AND COMPLETENESS OF THE DEPARTMENT'S ADMINISTRATIVE INVESTIGATION AND MAKES ADDITIONAL CHANGES OR REVISIONS TO OAT'S RECOMMENDATIONS FOR FUTURE INVESTIGATIONS;

5. ADDITIONAL INFORMATION REQUIRED. THE BOARD REQUIRES ADDITIONAL INFORMATION TO REACH A FINAL DECISION.

C. AT EACH BOARD MEETING, THE OAT DIRECTOR OR A DESIGNEE SHALL PRESENT A SUMMARY OF EACH MONITORING REPORT ON THE AGENDA, INCLUDING OAT'S RECOMMENDATIONS REGARDING THE COMPLETENESS AND THOROUGHNESS.

D. BOARD DECISIONS SHALL BE BASED UPON A MAJORITY VOTE OF MEMBERS PRESENT. NO VOTING DECISIONS SHALL BE TAKEN IN THE ABSENCE OF A QUORUM.

E. ONCE THE BOARD HAS MADE ITS DECISION, OAT SHALL FORWARD A COPY OF THE DECISION TO THE CITY MANAGER AND THE POLICE CHIEF.

SECTION 4. That Chapter 20, Article IV, Section 20-26 is amended as follows:

Article IV.
Miscellaneous

Sec. 20-25. Definitions.

"City Manager" means the City of Phoenix City Manager or designee.

"Department" means the City of Phoenix Police Department and any Police Department uniformed personnel.

"Director" means the head of the Office of Accountability and Transparency, or designee.

"OAT" means the Office of Accountability and Transparency and its staff.

"*Police Chief*" means the Chief of the City of Phoenix Police Department, or designee.

Sec. 20-26. Retaliation prohibited.

A. No person shall retaliate against, punish, intimidate, discourage, threaten or penalize any other person for reporting misconduct, making a misconduct complaint, conducting an investigation, complaining to officials, providing information, testimony or documents in an investigation or cooperating with or assisting the OAT in the performance of its powers and duties as set forth in this chapter.

B. Any employee who violates this provision shall be subject to appropriate disciplinary action, up to and including termination from employment.

C. The remedies specified herein are cumulative and the City Manager, or the City Attorney, may proceed under these or any other remedies authorized by law. In addition to any other authorized remedies, a person who violates any provision of this section shall be guilty of a misdemeanor. Each day of violation may be a separate offense.

D. The OAT shall develop specialized processes to intake and ~~investigate~~ REVIEW complaints made by officers within the Department that prefer to remain anonymous. The OAT shall recommend to the City Manager processes to protect potential whistleblowers or informers.

PASSED by the City Council of the City of Phoenix this ___ day of _____, 2024.

_____
M A Y O R

_____
Date

ATTEST:

_____
Denise Archibald, City Clerk

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By:

_____

_____

REVIEWED BY:

_____
Jeffrey Barton, City Manager

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 51

Loan Federal HOME Funds for Garfield III Affordable Housing Development (Ordinance S-50801)

Request to authorize the City Manager, or his designee, to enter into an Affordable Housing Loan Program agreement for up to $2 million in federal U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program (HOME) funds with Garfield Veterans Housing III, LLC, or a City-approved nominee, for the Garfield III Apartments affordable housing development project, and to take all actions and execute all documents to complete the loan. Authorization is also requested for the City Controller to disburse the funds for the life of the contract. There is no impact to the General Fund.

Summary

On Dec. 6, 2023, the Housing Department issued a Call for Interest (CFI) seeking proposals for the acquisition, new construction, and/or rehabilitation of affordable rental housing based on the Affordable Housing Community Priorities.

The Community Priorities are:

1. Acquisition, rehabilitation and/or new construction of properties that focus on homeless or special needs populations and that provide appropriate services to assist and sustain these populations; and
2. Acquisition, rehabilitation, and/or new construction of properties where the developer qualifies as a Community Housing Development Organization (CHDO) as defined by the HOME Program.

Procurement Information

Six proposals were received and reviewed by an evaluation committee comprised of two City staff members and one community representative. The proposals were evaluated on a 1,000-point scale based on the following criteria: Developer Experience; Project Merits/Approach; Financial Feasibility; and Project Impact. All six projects were recommended for funding, as follows:

- Garfield III (Pennrose)
- Osborn Pointe (Native American Connections, Inc)
- Memorial Towers (National Church Residences)

- Alex Apartments (Excelerate Housing Group)
- Resilient Living @ Sunnyslope (Resilient Health, Inc.)
- Kazan Apartments (BNB Development)

Garfield III Apartments, located at 1510 E. Portland St. (District 8), includes the new construction of a 60-unit permanent affordable multifamily housing community. Penrose Holdings, LLC, a for-profit developer, through Garfield Veterans Housing III, LLC, requested $2 million to assist with the development of this project. All units will serve households with incomes at or below 60 percent of the Area Median Income (AMI) with 11 City HOME units serving households at or below 40 percent AMI. Other proposed funding for this project includes permanent debt financing and Low Income Housing Tax Credit (LIHTC) equity.

Project awards are contingent on full underwriting, environmental release of funds, commitments of other financing, and availability of federal funds. The overall loan structure will be consistent with the Housing Department's Underwriting Guidelines for affordable rental housing projects.

Financial Impact
There is no impact to the General Fund. HOME is a federally-funded program. Funding for this CFI is made available from 2023 HOME funds and a forward allocation of 2024 HOME funds. Funding commitments for projects with LIHTC equity are reliant upon receiving a LIHTC award from the Arizona Department of Housing. Funding is budgeted in the Housing Department’s CIP budget. Loan execution is anticipated for Fiscal Year 2024-25, and the loan will be paid to the developer over a two-year period.

Public Outreach
All applicants were required to hold at least one community meeting with the surrounding neighborhood to inform them of their proposed housing development. Per the evaluation criteria, applicants that held more than one community meeting were given additional points.

Location
1510 E. Portland St.
Council District: 8

Responsible Department
This item is submitted by Deputy City Manager Gina Montes and the Housing Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 52

Loan Federal HOME Funds for Alex Apartments Affordable Housing Development (Ordinance S-50806)

Request to authorize the City Manager, or his designee, to enter into an Affordable Housing Loan Program agreement for up to $1,980,000 in federal U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program (HOME) funds with Alex Apartments, LP, or a City-approved nominee, for the Alex Apartments affordable housing development project, and to take all actions and execute all documents to complete the loan. Authorization is also requested for the City Controller to disburse the funds for the life of the contract. There is no impact to the General Fund.

Summary

On Dec. 6, 2023, the Housing Department issued a Call for Interest (CFI) seeking proposals for the acquisition, new construction, and/or rehabilitation of affordable rental housing based on the Affordable Housing Community Priorities.

The Community Priorities are:

1. Acquisition, rehabilitation and/or new construction of properties that focus on homeless or special needs populations and that provide appropriate services to assist and sustain these populations; and
2. Acquisition, rehabilitation, and/or new construction of properties where the developer qualifies as a Community Housing Development Organization (CHDO) as defined by the HOME Program.

Procurement Information

Six proposals were received and reviewed by an evaluation committee comprised of two City staff members and one community representative. The proposals were evaluated on a 1,000-point scale based on the following criteria: Developer Experience; Project Merits/Approach; Financial Feasibility; and Project Impact. All six projects were recommended for funding, as follows:

- Garfield III (Pennrose)
- Osborn Pointe (Native American Connections, Inc)

- Memorial Towers (National Church Residences)
- Alex Apartments (Excelerate Housing Group)
- Resilient Living @ Sunnyslope (Resilient Health, Inc.)
- Kazan Apartments (BNB Development)

Alex Apartments, located at 77 E. Weldon Ave. (District 4), includes the new construction of a 59-unit affordable multifamily housing community. Excelerate Housing Group, a for-profit developer, through Alex Apartments, LP, requested $1,980,000 to assist with the development of this project. All units will serve households with incomes at or below 60 percent of the Area Median Income (AMI) with 11 City HOME units serving households at or below 40 percent AMI. Other proposed funding for this project includes permanent debt financing, Low Income Housing Tax Credit (LIHTC) equity, and State Housing Trust Funds.

Project awards are contingent on full underwriting, environmental release of funds, commitments of other financing, and availability of federal funds. The overall loan structure will be consistent with the Housing Department's Underwriting Guidelines for affordable rental housing projects.

Financial Impact
There is no impact to the General Fund. HOME is a federally-funded program. Funding for this CFI is made available from 2023 HOME funds and a forward allocation of 2024 HOME funds. Funding commitments for projects with LIHTC equity are reliant upon receiving a LIHTC award from the Arizona Department of Housing. Funding is budgeted in the Housing Department’s CIP budget. Loan execution is anticipated for Fiscal Year 2024-25, and the loan will be paid to the developer over a two-year period.

Public Outreach
All applicants were required to hold at least one community meeting with the surrounding neighborhood to inform them of their proposed housing development. Per the evaluation criteria, applicants that held more than one community meeting were given additional points.

Location
77 E Weldon Ave.
Council District: 4

Responsible Department

This item is submitted by Deputy City Manager Gina Montes and the Housing Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 53

Loan Federal HOME Funds for Kazan Apartments Affordable Housing Development (Ordinance S-50808)

Request to authorize the City Manager, or his designee, to enter into an Affordable Housing Loan Program agreement for up to $1 million in federal U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program (HOME) funds with BNB Development, LLC, or a City-approved nominee, for the Kazan Apartments affordable housing development project, and to take all actions and execute all documents to complete the loan. Authorization is also requested for the City Controller to disburse the funds for the life of the contract. There is no impact to the General Fund.

Summary

On Dec. 6, 2023, the Housing Department issued a Call for Interest (CFI) seeking proposals for the acquisition, new construction, and/or rehabilitation of affordable rental housing based on the Affordable Housing Community Priorities.

The Community Priorities are:

1. Acquisition, rehabilitation and/or new construction of properties that focus on homeless or special needs populations and that provide appropriate services to assist and sustain these populations; and
2. Acquisition, rehabilitation, and/or new construction of properties where the developer qualifies as a Community Housing Development Organization (CHDO) as defined by the HOME Program.

Procurement Information

Six proposals were received and reviewed by an evaluation committee comprised of two City staff members and one community representative. The proposals were evaluated on a 1,000-point scale based on the following criteria: Developer Experience; Project Merits/Approach; Financial Feasibility; and Project Impact. All six projects were recommended for funding, as follows:

- Garfield III (Pennrose)
- Osborn Pointe (Native American Connections, Inc)

- Memorial Towers (National Church Residences)
- Alex Apartments (Excelerate Housing Group)
- Resilient Living @ Sunnyslope (Resilient Health, Inc.)
- Kazan Apartments (BNB Development)

Kazan Apartments, located at 2911 and 2941 N. 43rd Ave. (District 4), includes the new construction of a 72-unit permanent multifamily housing community. BNB Development, LLC, a for-profit developer, requested $1 million to assist with the development of this project. All units will serve households with incomes at or below 60 percent of the Area Median Income (AMI) with 11 City HOME units serving households at or below 40 percent AMI. Other proposed funding for this project includes permanent debt financing and Low Income Housing Tax Credit (LIHTC) equity.

Project awards are contingent on full underwriting, environmental release of funds, commitments of other financing, and availability of federal funds. The overall loan structure will be consistent with the Housing Department's Underwriting Guidelines for affordable rental housing projects.

Financial Impact
There is no impact to the General Fund. HOME is a federally-funded program. Funding for this CFI is made available from 2023 HOME funds and a forward allocation of 2024 HOME funds. Funding commitments for projects with LIHTC equity are reliant upon receiving a LIHTC award from the Arizona Department of Housing. Funding is budgeted in the Housing Department’s CIP budget. Loan execution is anticipated for Fiscal Year 2024-25, and the loan will be paid to the developer over a two-year period.

Public Outreach
All applicants were required to hold at least one community meeting with the surrounding neighborhood to inform them of their proposed housing development. Per the evaluation criteria, applicants that held more than one community meeting were given additional points.

Location
2911 and 2941 N. 43rd Ave.
Council District: 4

Responsible Department

This item is submitted by Deputy City Manager Gina Montes and the Housing Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 54

Loan Federal HOME Funds for Memorial Towers Affordable Housing Rehabilitation (Ordinance S-50809)

Request to authorize the City Manager, or his designee, to enter into an Affordable Housing Loan Program agreement for up to $1 million in federal U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program (HOME) funds with Memorial Towers (TC2) Senior Housing Limited Partnership, or a City-approved nominee, for the Memorial Towers affordable housing rehabilitation project, and to take all actions and execute all documents to complete the loan. Authorization is also requested for the City Controller to disburse the funds for the life of the contract. There is no impact to the General Fund.

Summary

On Dec. 6, 2023, the Housing Department issued a Call for Interest (CFI) seeking proposals for the acquisition, new construction, and/or rehabilitation of affordable rental housing based on the Affordable Housing Community Priorities.

The Community Priorities are:

1. Acquisition, rehabilitation and/or new construction of properties that focus on homeless or special needs populations and that provide appropriate services to assist and sustain these populations; and
2. Acquisition, rehabilitation, and/or new construction of properties where the developer qualifies as a Community Housing Development Organization (CHDO) as defined by the HOME Program.

Procurement Information

Six proposals were received and reviewed by an evaluation committee comprised of two City staff members and one community representative. The proposals were evaluated on a 1,000-point scale based on the following criteria: Developer Experience; Project Merits/Approach; Financial Feasibility; and Project Impact. All six projects were recommended for funding, as follows:

- Garfield III (Pennrose)
- Osborn Pointe (Native American Connections, Inc)

- Memorial Towers (National Church Residences)
- Alex Apartments (Excelerate Housing Group)
- Resilient Living @ Sunnyslope (Resilient Health, Inc.)
- Kazan Apartments (BNB Development)

Memorial Towers, located at 1405 S. 7th Ave. (District 8), includes the rehabilitation of a 153-unit permanent affordable multifamily housing community. National Church Residences, a non-profit developer, through Memorial Towers (TC2) Senior Housing Limited Partnership, requested $1 million to assist with the rehabilitation of this project. All units will serve households with incomes at or below 60 percent of the Area Median Income (AMI) with 11 City HOME units serving households at or below 40 percent AMI. Other proposed funding for this project includes permanent debt financing and Low Income Housing Tax Credit (LIHTC) equity.

Project awards are contingent on full underwriting, environmental release of funds, commitments of other financing, and availability of federal funds. The overall loan structure will be consistent with the Housing Department's Underwriting Guidelines for affordable rental housing projects.

Financial Impact
There is no impact to the General Fund. HOME is a federally-funded program. Funding for this CFI is made available from 2023 HOME funds and a forward allocation of 2024 HOME funds. Funding commitments for projects with LIHTC equity are reliant upon receiving a LIHTC award from the Arizona Department of Housing. Funding is budgeted in the Housing Department’s CIP budget. Loan execution is anticipated for Fiscal Year 2024- 25 and the loan will be paid to the developer over a two-year period.

Public Outreach
All applicants were required to hold at least one community meeting with the surrounding neighborhood to inform them of their proposed housing development. Per the evaluation criteria, applicants that held more than one community meeting were given additional points.

Location
1405 S. 7th Ave.
Council District: 8

Responsible Department

This item is submitted by Deputy City Manager Gina Montes and the Housing Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 55

Loan Federal HOME Funds for Resilient Living @ Sunnyslope Affordable Housing Development (Ordinance S-50811)

Request to authorize the City Manager, or his designee, to enter into an Affordable Housing Loan Program agreement for up to $1,045,000 in federal U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program (HOME) funds with Sahuaro Housing, LP, or a City-approved nominee, for the Resilient Living @ Sunnyslope affordable housing development project, and to take all actions and execute all documents to complete the loan. Authorization is also requested for the City Controller to disburse the funds for the life of the contract. There is no impact to the General Fund.

Summary

On Dec. 6, 2023, the Housing Department issued a Call for Interest (CFI) seeking proposals for the acquisition, new construction, and/or rehabilitation of affordable rental housing based on the Affordable Housing Community Priorities.

The Community Priorities are:

1. Acquisition, rehabilitation and/or new construction of properties that focus on homeless or special needs populations and that provide appropriate services to assist and sustain these populations; and
2. Acquisition, rehabilitation, and/or new construction of properties where the developer qualifies as a Community Housing Development Organization (CHDO) as defined by the HOME Program.

Procurement Information

Six proposals were received and reviewed by an evaluation committee comprised of two City staff members and one community representative. The proposals were evaluated on a 1,000-point scale based on the following criteria: Developer Experience; Project Merits/Approach; Financial Feasibility; and Project Impact. All six projects were recommended for funding, as follows:

- Garfield III (Pennrose)
- Osborn Pointe (Native American Connections, Inc)
- Memorial Towers (National Church Residences)

- Alex Apartments (Excelerate Housing Group)
- Resilient Living @ Sunnyslope (Resilient Health, Inc.)
- Kazan Apartments (BNB Development)

Resilient Living @ Sunnyslope, located at 1815 W. Sahuaro Drive (District 3), includes the new construction of a 40-unit permanent multifamily housing community. Resilient Health, a non-profit developer, through Sahuaro Housing, LP, requested $1,045,000 to assist with the development of this project. All units will serve households with incomes at or below 60 percent of the Area Median Income (AMI) with 11 City HOME units serving households at or below 40 percent AMI. Other proposed funding for this project includes permanent debt financing and Low Income Housing Tax Credit (LIHTC) equity.

Project awards are contingent on full underwriting, environmental release of funds, commitments of other financing, and availability of federal funds. The overall loan structure will be consistent with the Housing Department's Underwriting Guidelines for affordable rental housing projects.

Financial Impact
There is no impact to the General Fund. HOME is a federally-funded program. Funding for this CFI is made available from 2023 HOME funds and a forward allocation of 2024 HOME funds. Funding commitments for projects with LIHTC equity are reliant upon receiving a LIHTC award from the Arizona Department of Housing. Funding is budgeted in the Housing Department’s CIP budget. Loan execution is anticipated for Fiscal Year 2024-25, and the loan will be paid to the developer over a two-year period.

Public Outreach
All applicants were required to hold at least one community meeting with the surrounding neighborhood to inform them of their proposed housing development. Per the evaluation criteria, applicants that held more than one community meeting were given additional points.

Location
1815 W. Sahuaro Drive
Council District: 3

Responsible Department
This item is submitted by Deputy City Manager Gina Montes and the Housing Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 56

Amend Ordinance S-48531 to Increase Federal HOME Award for Osborn Pointe Affordable Housing Development (Ordinance S-50807)

Request to authorize the City Manager, or his designee, to increase the award to Osborn Pointe, LP for federal HOME Investment Partnerships Program (HOME) funding by up to $1 million for a total loan amount of up to $2 million and to amend any and all agreements as necessary or appropriate to effectuate the increase in funding. Authorization is also requested for the City Controller to disburse funds for the life of the contract. There is no impact to the General Fund.

Summary

On Dec. 6, 2023, the Housing Department issued a Call for Interest (CFI) seeking proposals for the acquisition, new construction, and/or rehabilitation of affordable rental housing based on the Affordable Housing Community Priorities.

The Community Priorities are:

1. Acquisition, rehabilitation and/or new construction of properties that focus on homeless or special needs populations and that provide appropriate services to assist and sustain these populations; and
2. Acquisition, rehabilitation, and/or new construction of properties where the developer qualifies as a Community Housing Development Organization (CHDO) as defined by the HOME Program.

On April 20, 2022, City Council approved an award of $1 million in HOME funds to Native American Connections, through Osborn Pointe, LP for the development of Osborn Pointe, a 48-unit permanent affordable multifamily housing community. Native American Connections, Inc. is requesting an additional $1 million through this CFI, for a total award of $2 million in HOME funds, the maximum allowed through the CFI process. The increased loan funds will assist with the project’s financial gap related to cost increases for construction.

Procurement Information

Six proposals were received and reviewed by an evaluation committee comprised of two City staff members and one community representative. The proposals were evaluated on a 1,000-point scale based on the following criteria: Developer

Experience; Project Merits/Approach; Financial Feasibility; and Project Impact. All six projects were recommended for funding, as follows:

- Garfield III (Pennrose)
- Osborn Pointe (Native American Connections, Inc.)
- Memorial Towers (National Church Residences)
- Alex Apartments (Excelerate Housing Group)
- Resilient Living @ Sunnyslope (Resilient Health, Inc.)
- Kazan Apartments (BNB Development)

Osborn Pointe, located at 3406 N. 3rd St. (District 4), includes the new construction of a 48-unit permanent housing community. Native American Connections, Inc., a non-profit developer, through Osborn Pointe, LP, requested an additional $1 million for a total award of $2 million to assist with the development of this project. All units will serve households with incomes at or below 60 percent of the Area Median Income (AMI). In exchange for the additional funding, the owner has agreed to increase the public benefit by including an additional 11 City HOME units, bringing the total HOME units at the project to 22 City HOME units serving households at or below 40 percent AMI. Other proposed funding for this project includes permanent debt financing and Low Income Housing Tax Credit (LIHTC) equity.

Project awards are contingent on full underwriting, environmental release of funds, commitments of other financing, and availability of federal funds. The overall loan structure will be consistent with the Housing Department's Underwriting Guidelines for affordable rental housing projects.

Financial Impact

There is no impact to the General Fund. HOME is a federally-funded program. Funding for this CFI is made available from 2023 HOME funds and a forward allocation of 2024 HOME funds. Funding commitments for projects with LIHTC equity are reliant upon receiving a LIHTC award from the Arizona Department of Housing. Funding is budgeted in the Housing Department's CIP budget. Loan execution is anticipated for Fiscal Year 2024-25, and the loan will be paid to the developer over a two-year period.

Public Outreach

All applicants were required to hold at least one community meeting with the surrounding neighborhood to inform them of their proposed housing development. Per the evaluation criteria, applicants that held more than one community meeting were given additional points.

Concurrence/Previous Council Action
On April 20, 2022, the original funding award of $1 million was approved by City Council through Ordinance S-48531 for Native American Connections, Inc.

Location
3406 N. 3rd St.
Council District: 4

Responsible Department
This item is submitted by Deputy City Manager Gina Montes and the Housing Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 57

Financial and Program Advisory Services (Ordinance S-50803)

Request to authorize the City Manager, or his designee, to enter into contracts with Praxis Consulting Group, LLC, JH Brawner & Company Corporation, CSG Advisors Incorporated, and Rounds Consulting Group, Inc., to provide Financial and Program Advisory Services for the Housing Department. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contracts will not exceed $200,000. There is no impact to the General Fund.

Summary

These contracts will provide Financial and Program Advisory Services for the Housing Department in affordable housing development and U.S. Department of Housing and Urban Development (HUD) programs to provide various services related to the development of affordable housing and sustainability of housing programs.

The contracts are on an as-needed basis and will provide analyses for the City on its various federally subsidized and other affordable housing programs, including but not limited to: Asset Management Strategies, Public Housing Management and Redevelopment, General Affordable Housing Development, Rental Assistance Demonstration (RAD), Choice Neighborhoods, other HUD development programs, Section 8 Administration, Strategic Planning, Low Income Housing Tax Credit projects, Grant Application Processes and other program requirements.

Procurement Information

A Request for Proposal procurement was processed in accordance with City of Phoenix Administrative Regulation 3.10.

Four proposals were received by the Feb. 29, 2024, deadline. In accordance with City of Phoenix Administrative Regulation 3.10, Section III, Subsection 4, all offers were determined responsive to the Solicitation requirements.

An Evaluation Committee of three City staff evaluated the proposals on the following 1,000-point scale:

- Service Methodology 400 points

- Organizational Capacity 300 points
- Pricing 300 points

The Evaluation Team signed-off on the following final scoring:

- Praxis Consulting Group, LLC: 773 points
- JH Brawner & Company, Corporation: 736 points
- CSG Advisors Incorporated: 733 points
- Rounds Consulting Group, Inc.: 689 points

Staff recommends that all four offers be accepted as highest scored, responsive and responsible offers that are the most advantageous to the City. Each of these contractors offers varying areas of financial and program related expertise and will be utilized based on the individual needs of specific projects.

Contract Term
The term of the contracts will be for five years, beginning on June 1, 2024, and ending on May 31, 2029.

Financial Impact
The aggregate contract value will not exceed $200,000 (including applicable taxes). There is no impact to the General Fund. Funds will come from federal grant resources.

Responsible Department
This item is submitted by Deputy City Manager Gina Montes and the Housing Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 58

Authorization to Amend Homeless Services Ordinance S-49685 to Increase Payment Authority (Ordinance S-50816)

Request authorization for the City Manager, or his designee, to amend Homeless Services Ordinance S-49685 to add $50,000 in Emergency Solutions Grant (ESG) funding, for a revised aggregate amount not to exceed amount of $16,340,360. Further request authorization for the City Controller to disburse funds for the life of the contracts.

Summary

The City of Phoenix Human Services Department, Office of Homeless Solutions provides support services for persons who are experiencing homelessness. The additional funding will be used to provide continued support in activities including housing stabilization services and/or short- and medium-term rental assistance. The intent of the service is to provide persons enrolled in a housing program with preliminary stabilization services while they participate in activities necessary to obtain appropriate housing. Activities may include all activities outlined in ESG regulations at 24 CFR 576.104-106.

Contract Term

The term for the contracts will remain unchanged. The contract term is from July 1, 2023, through June 30, 2024, with four one-year options to extend.

Financial Impact

Expenditures will not exceed $16,340,360 over the life of the contracts approved in Ordinance S-49685.

Concurrence/Previous Council Action

- On May 3, 2023, the City Council approved the Authorization to Enter Into Contracts for Homeless Services- Request for Proposals Contract Awards with Ordinance S-49685.
- On Nov.15, 2023, the City Council approved additional funding for contracts 158735 and 158883 for $1.2 million with Ordinance S-50343.

Responsible Department

This item is submitted by Deputy City Manager Gina Montes and the Human Services Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 59

2024-25 Neighborhood Services Department Housing Rehabilitation Programs (Ordinance S-50822)

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 (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 a diverse catalogue of Housing Rehabilitation Programs that enhance the quality of life of low- and moderate-income Phoenix residents by repairing single- and multi-family, owner- and tenant-occupied, properties. These programs benefit eligible households by removing health and safety hazards, promoting energy efficiency and sustainability, and supporting accessibility and aging in place. Furthermore, Housing Rehabilitation Programs protect affordability, preserve the aesthetic character of surrounding neighborhoods, and stimulate and expand residential and commercial development in communities across Phoenix. Housing rehabilitation projects are funded through a variety of federal, state and local grant funds, outlined below.

- U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds finance 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 Office of Lead Hazard Control and Healthy Homes (OLHCHH) funding supports NSD's Lead Safe Program and its ongoing efforts to provide lead testing and lead hazard remediation services in single- and multi-family housing units built before 1978, that are occupied by low-income families with pregnant women and/or children under six years of age. The OLHCHH competitive grant applications also fund the Lead Safe Phoenix program's partnership with the Maricopa County Department of Public Health, and subsidizes 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, Arizona Public Service, Salt River Project, Southwest Gas, the Utility Repair, Replacement and Deposit program, the Low-Income Home Energy Assistance Program and Wildfire support NSD's continuous commitment of providing weatherization assistance services. These services include installing attic insulation, sunscreens, duct sealing, performing room pressure relief/air balancing, and repairing or replacing heating and cooling systems in owner-occupied and rental households that meet federal poverty guidelines.

NSD will maintain an ACL to increase the number of eligible small businesses that perform housing rehabilitation activities, and maintain efficient program operations. In order to be added to the ACL as an eligible contractor and receive bid opportunities to perform construction services on housing rehabilitation projects, contractors must be screened and qualified on an individual basis and meet and maintain all eligibility requirements set forth in NSD's Housing Rehab Contractor Application Packet, located on NSD's website. The ACL will remain open to local contractors that meet the applicable criteria in the Contractor Application Packet to promote and expand small business participation in the program. Contractors on the ACL will be selected to submit bids based on their certifications, licenses, and other criteria determined by Housing Rehabilitation Programs.

NSD seeks authorization to proceed with all actions necessary or appropriate to implement and administer its grant-funded Housing Rehabilitation programs, including applying for and accepting up to $13.1 million in funding. In addition to allocating up to $5.3 million in CDBG funds, NSD expects to be awarded approximately:

- $6.5 million in WAP funds;
- $1.3 million in OLHCHH funds;

Actions include:

- 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 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.

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 Gina Montes and the Neighborhood Services Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 60

2024-25 Community Development Block Grant Neighborhood Enhancement and Infrastructure Programs (Ordinance S-50838)

Request to authorize the City Manager, or his designee, to procure services and amend existing contracts as necessary or appropriate to implement the Neighborhood Services Department's (NSD) grant-funded Enhancement and Infrastructure Programs in an aggregate amount not to exceed $7,600,000. All existing contract spending limits are included in the aggregate total for this item. Further request to authorize the City Treasurer to accept, and the City Controller to disburse, all funds related to this item.

Summary

NSD administers enhancement and infrastructure projects that benefit low- and moderate-income residents of Phoenix, and prevent or eliminate blight by improving the physical infrastructure of neighborhoods. Enhancement and Infrastructure Programs are designed and implemented in partnership with active neighborhood organizations, City of Phoenix departments, including Library, Parks and Recreation, and Street Transportation, and local non-profit organizations 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) and Community Development Block Grant CARES Act (CDBG-CV), funds the following Enhancement and Infrastructure Programs:

The Neighborhood Enhancement Program (up to $6.1M)
Activities that address neighborhood needs with projects that include but are not limited to: improving public and nonprofit owned public facilities, such as parks, youth centers, and community facilities, and other enhancement projects that provide a public benefit to residents with low- and moderate-income in the City of Phoenix. All projects are subject to federal regulations and requirements.

The Neighborhood Infrastructure Program (up to $1.5M)
Activities that improve streets and street lighting, median landscaping, traffic and speed mitigation, water and sewer, drainage, and other infrastructure projects that serve low- and moderate-income areas. All projects are subject to federal regulations and requirements.

Additional activities include the acquisition, disposition, 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 the grant-funded Neighborhood Enhancement and Infrastructure Programs in Fiscal Year 2024-25.

- If approved, procure and/or amend any necessary contracts or agreements with subrecipients and contractors to fund existing and future contracts in accordance with the grant terms.
- Acquire or dispose of real property meeting the applicable federal rules and regulations and take all actions necessary to carry out acquisition, rehabilitation, and/ or disposition activities in accordance with grant terms.
- Take all other action necessary or appropriate to carry out the purposes of the item and implement and administer the Neighborhood Enhancement and Infrastructure Programs in accordance with federal regulations and requirements.

Applicant and Review Process
Neighborhood Enhancement and Infrastructure applications and needs assessments may be submitted any time and are reviewed by City of Phoenix staff as they are received to determine the eligibility, feasibility, and risk of the 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 and 3.25 to implement and administer NSD's Neighborhood Enhancement and Infrastructure Programs.

Financial Impact
These programs are funded by HUD through CDBG and CDBG-CV funds. There is no impact to the General Fund.

Responsible Department
This item is submitted by Deputy City Manager Gina Montes and the Neighborhood Services Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 61

2024-25 Community Development Block Grant Neighborhood Economic Development Programs (Ordinance S-50839)

Request to authorize the City Manager, or his designee, to enter contracts and amend existing contracts as necessary or appropriate to implement the Neighborhood Services Department's (NSD) grant-funded Neighborhood Economic Development (NED) Programs. All existing contract spending limits are included in the aggregate total of this item. Further request to authorize 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 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 NED Programs listed below.

Management Technical Assistance (MTA) and Other Business Consultant Programs
These programs support and help sustain micro- and small businesses in low- to moderate-income neighborhoods by providing business management consulting assistance through one-on-one consultations and group workshops that focus on topics that include, but are not limited to: marketing, management of business accounts, credit building and investing, and managing digital presence. Available services and resources will be made available in various languages.

Neighborhood Commercial Rehabilitation Programs
Neighborhood Commercial Rehabilitation (NCR) programs encourage neighborhood revitalization. NCR provides financial and technical assistance to existing business and commercial property owners along targeted City of Phoenix business corridors. Program support, through capital improvements, ensure the long-term sustainability of the community and structures.

Other Small Business Assistance Programs

To respond to the changing needs of the micro-business community, NSD may develop additional tools and 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- to moderate-income communities. In addition, partnerships with non-profit agencies or 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 take part in NED Programs. Under Special Economic Development Activities, 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- to moderate-income Phoenix neighborhoods, to be eligible to participate in economic development programs. Additionally, under 24 CFR 570.208, services must benefit low- to moderate-income residents and/or low- to moderate-income Phoenix neighborhoods.

NSD estimates using up to $1.1 million in CDBG funds from current and prior HUD allocations to implement economic development programs.

Activities include:

- Issuing Notices of Funding Opportunities, Requests for Proposals, Requests for Qualifications, Calls for Interest, Invitations for Bids, Requests for Bids and other procurements in accordance with Administrative Regulations 3.10 and 3.25;
- Receiving program proposal applications and needs assessments and review of them by City of Phoenix staff to determine the eligibility, feasibility, and risk of proposed projects;
- Delivering economic development services with various business and/or property through the utilization of financial tools such as grants and loans;
- Entering new contracts and amending existing contracts with various business or property owners, or agencies such as non- and for-profit organizations and other agencies, to provide targeted economic development services and implement and administer the Neighborhood Economic Development Program activities;
- Maintaining an ACL of qualified contractors to enter into agreements with low- and moderate-income property owners funded by NSD pursuant to the grant terms. These funds may be disbursed to the property owner or contractor; and
- Taking all other action necessary or appropriate to carry out the purposes of this item and implement and administer the NED Program grants according to their

terms.

Financial Impact
These programs are funded by HUD through CDBG funds. There is no impact to the General Fund.

Responsible Department
This item is submitted by Deputy City Manager Gina Montes and the Neighborhood Services Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 62

Apply for Department of Energy Energy Efficiency Community Block Grant Funding Opportunity for Federal Fiscal Year 2024-25 - Federal Bipartisan Infrastructure Law Funding (Ordinance S-50795)

Request to retroactively authorize the City Manager, or his designee, to apply for, accept and, if awarded, enter into an agreement for disbursement of Federal funding from the U.S. Department of Energy (DOE) through the Federal Fiscal Year 2024-25 Energy Efficiency Community Block Grant (EECBG) grant opportunity. If awarded, the funding will be used for solar projects in libraries, parks and possibly other City facilities. Further request to authorize the City Treasurer to accept, and the City Controller to disburse, all funds related to this item. Funding for this grant opportunity is available through the Federal Bipartisan Infrastructure Law. The total grant funds applied for will not exceed $1,340,660, with no local match required.

Summary

The EECBG funding is allocated by DOE based on population size and requires participating municipalities to apply the funds toward energy conservation and greenhouse gas reduction projects. The City of Phoenix allocation is $1,340,660, for which it is proposing to commit to the installation of solar covered parking projects. Rather than allocate all the funds to one solar project, staff are proposing to use the funds to "buy-down" the cost of parking lot solar shading at multiple libraries and parks through Solar Service Agreements whereby the vendor will be required to build, own, operate, and maintain the solar equipment throughout its life - while the City's contractual obligation will be to purchase the energy it produces throughout its life at an agreed to rate that is below or close to the current utility electricity rate. The Public Works Department will assist on this project by providing oversight of the vendor's connections to City infrastructure at the properties selected by the City project team.

As part of the EECBG program, the City may also be eligible to receive support from a DOE "energy fellow" who will assist with the implementation of the funded project(s) and assist with other energy efficiency projects for up to 18 months at no cost to the City. If the City is selected to receive assistance, the City may host the fellow for a period of time within City facilities, however the fellow will remain an employee of the U.S. DOE.

The EECBG grant submittal deadline was April 30, 2024.

Contract Term
The grants funds would be awarded in calendar year 2024 and disbursed in calendar years 2024 through 2026 as each specific project is installed.

Financial Impact
The EECBG award is $1,340,660. No matching funds are required. Departments will be reviewing solar covered parking proposals from vendors, approving specific projects, and negotiating with vendors on specific Solar Services Agreements to be agreed to at a later date.

Responsible Department
This item is submitted by Deputy City Managers Mario Paniagua, John Chan and Inger Erickson, the Office of Sustainability, and the Parks and Recreation, Public Works and Library departments.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 63

Custodial Services for Parks and Recreation Department Facilities Contract Extension (Ordinance S-50826)

Request to authorize the City Manager, or his designee, to amend the contracts for Commercial Custodial Services, LLC, Contract 150078, and Bio Janitorial Services, Inc., Contract 150077, by extending the contracts beyond term. Further request additional funding in the amount of $590,000 and authorize the City Controller to disburse all funds related to this item. The aggregate contract values will not exceed $5,010,000.

Summary

The City entered into five-year contracts for custodial services with Commercial Custodial Services, LLC, and Bio Janitorial Services, Inc., in 2019. These contracts provide custodial services, including labor, cleaning supplies, materials, equipment, tools, vehicles, and supervision necessary to clean various Parks and Recreation Department community centers, the Natural Resources Division Administration Office, Special Operations Administration Office, Steele Indian School Park - 1922 Memorial Hall, Encanto Park Clubhouse, and S’edav Va’aki Museum (formerly Pueblo Grande Museum).

A six-month extension of these contracts and additional funds are needed to continue essential department operations to maintain the cleanliness at the department’s public facilities. This approval will allow staff adequate time to perform a thorough solicitation process.

Contract Term

The initial term of the contracts was for five years beginning May 31, 2019, through June 30, 2024. Upon City Council approval, the term of the six-month extension will expire Dec. 31, 2024.

Financial Impact

The additional funding authority will not exceed $590,000. The aggregate value of the contracts will not exceed $5,010,000. This amount includes regular monthly custodial services and ancillary services to clean, set-up, and tear down for special events. Funds are available in the Parks and Recreation Department's budget.

Concurrence/Previous Council Action

The City Council approved:

- Custodial Services for Parks and Recreation Department Locations - Ordinance S-45611 approved on May 1, 2019.
- Custodial Services (Parks and Recreation Department) - Ordinance S-48457 approved on April 6, 2022.

Responsible Department

This item is submitted by Deputy City Manager John Chan and the Parks and Recreation Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 64

Rolling List for Recreation Instructor Services (Ordinance S-50828)

Request to authorize the City Manager, or his designee, to establish a rolling list of qualified instructors and enter into contracts with such instructors to provide recreational services for the Parks and Recreation Department. Further request to authorize the City Controller to disburse all funds related to this item. The total cost of the contracts will not exceed $3,000,000 during the five-year term. There is no impact to the General Fund.

Summary

The Parks and Recreation Department (Parks) offers instructors the opportunity to provide a multitude of classes, programs and other services to the community. Some of the activities include art, dance, fitness, language, music, sports and theater instruction. Instructors can apply through an application process with Parks. After completing a process that ensures instructor qualification through minimum requirements, instructors will be added to a rolling list for use at Parks facilities. The rolling list may be amended by Parks at any time during the five-year term.

Procurement Information

Instructors will complete an application through the Parks process. Applications will be evaluated and instructors who pass all minimum requirements that include experience, background checks and insurance will enter into a Recreation Instructor Services Agreement with Parks.

Upon advance authorization from City Council for this rolling list of qualified instructors, this process will be compliant with the Phoenix City Code where it is outside the scope as set forth in section I(2)(B)(7).

Contract Term

These contracts may be entered into for a maximum term of five years, beginning on or about May 1, 2024, through April 30, 2029. Instructors added to the rolling list after May 1, 2024 must have a contract term that concludes no later than April 30, 2029.

Financial Impact

There is no financial impact to the General Fund. Costs for instructor services are paid

from fees charged to program participants. The total cost of the contracts will not exceed $3,000,000.

Responsible Department
This item is submitted by Deputy City Manager John Chan and the Parks and Recreation Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 65

Authorization to Enter into Contracts for Parks and Recreation Fireworks Events (Ordinance S-50831)

Request to authorize the City Manager, or his designee, to execute contracts with multiple vendors to provide fireworks display services and event activities for the Parks and Recreation Department. Further request to authorize the City Controller to disburse all funds related to this item and to grant an exception pursuant to Phoenix City Code 42-18 authorizing indemnification or assumption of liability provisions that otherwise would be prohibited for the agreements. The aggregate value of the contracts will not exceed $150,000.

Summary

Under the contracts, pyrotechnic entertainment and related activities will be provided for Fourth of July events sponsored by the Parks and Recreation Department. Anticipated events that provide firework displays at various locations throughout the City include After Dark in the Park, Light Up the Sky and the Phoenix Fabulous Fourth. Firework displays are presented for the benefit of City of Phoenix residents attending Parks and Recreation Department Fourth of July events.

Procurement Information

An informal solicitation for the Planning and Production of Firework and Pyrotechnic display events was issued on Feb.16 2024, and conducted in accordance with City of Phoneix Administrative Regulation 3.10. Three quotes were received, and Fireworks Productions of Arizona, LLC was the most cost effective for all three events.

In addition, production of the event includes other firework-related services in which vendors on an existing qualified vendor list will be utilized for some events. The list was procured in 2020 in accordance with City of Phoenix Administrative Regulation 3.10 and is effective through June 2025.

Contract Term

The contract terms will be for the agreed upon events schedule for 2024.

Financial Impact

Funds are available in the Parks and Recreation Department's budget.

Location
Council Districts: 1, 4 and 5

Responsible Department
This item is submitted by Deputy City Manager John Chan and the Parks and Recreation Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 66

Public Hearing and Resolution to Amend the Downtown Enhanced Municipal Services District Boundaries to Add Additional Parcels (Resolution 22197)

Request to hold a public hearing and adopt a resolution amending the Downtown Enhanced Municipal Services District (Downtown EMSD) boundary to add additional parcels. Further request the resolution exempt Phoenix Union High School District No. 210 of Maricopa County from the Downtown EMSD assessment. There is no financial impact as a result of this action.

Summary

The City Council authorized formation of the Downtown EMSD in 1990 to provide enhanced municipal services, above and beyond the level of services provided in the remainder of the City. The Downtown EMSD is generally bound by Fillmore Street, 7th Street, 3rd Avenue, and the railroad tracks south of Jackson Street. The Fillmore Street boundary currently bisects the Phoenix Bioscience Core (PBC) campus and effectively excludes the northern half of the PBC from the Downtown EMSD. In an effort to maintain cohesiveness for the PBC, the stakeholders in the northern half of the PBC have requested to join the Downtown EMSD. The property being added to the Downtown EMSD is owned or leased by the City of Phoenix, Arizona State University (ASU), University of Arizona (UA), or Phoenix Union High School District and is generally bound by 4th Street, 7th Street, Fillmore Street, and Garfield Street. Existing developments within the expanded area include the Dignity Health Cancer Institute, 850 PBC and the Bioscience High School (**Attachment A**). No privately owned properties are included in this Downtown EMSD expansion request.

In addition, Arizona Revised Statues 48-575 allows any government property owner to be exempt from assessment through a resolution passed by City Council upon finding the property owner is not benefited by being part of the Downtown EMSD. Due to the limited funding the Phoenix Union High School District has available and the limited benefit the district's school would receive, the school district will be exempt from assessment.

The costs for the Downtown EMSD's services are paid through assessments on property owners within the boundaries of the district. The expansion of the Downtown EMSD boundary does not have any financial impact on the stakeholders in 2024. The

City of Phoenix parcels are managed by the Community and Economic Development Department utilizing the Genomic Facilities and Operations Fund to pay for maintenance of the vacant land. Future financial impacts will be presented to City Council for consideration in later this calendar year for the 2025 EMSD budget. Estimated 2025 financial impacts are:

- City of Phoenix - $52,000
- ASU - $76,000
- UA - $56,000

Financial Impact
There is no financial impact as a result of this action.

Concurrence/Previous Council Action
The item was recommended for approval by the Economic Development and Housing Subcommittee at the March 20, 2024 meeting by a vote of 3-0.

Public Outreach
Staff presented to the following organizations:

- Bioscience High School - Jan. 10, 2024
- Phoenix Bioscience Core Stakeholder meeting - Jan. 12, 2024
- Downtown Voices Coalition - Jan. 13, 2024
- Central City Village Planning Committee - Feb. 12, 2024
- Evans Churchill Neighborhood Association - Feb. 14, 2024

On April 17, 2024, a total of 14 days prior to the hearing as legally required, all property owners were notified by mail of the public hearing. Notice of the public hearing was also published in the Arizona Republic as specified below. No further notification is required after the public hearing.

To be published:
The Arizona Republic

- April 15, 2024
- April 16, 2024
- April 17, 2024
- April 18, 2024
- April 19, 2024

Location

The Downtown EMSD is currently generally bounded by Fillmore Street, 7th Street, 3rd Avenue and the railroad tracks south of Jackson Street. The expansion area is generally bounded by Fillmore Street, 7th Street, 4th Street and Garfield Street. The expansion area includes the following parcel numbers:

- 111-46-153
- 111-46-156
- 111-44-145
- 111-44-146A
- 111-44-146B
- 111-44-147
- 111-44-143
- 111-46-081A
- 111-44-104
- 111-44-105
- 111-44-106
- 111-44-107
- 111-44-108

Council Districts: 7 & 8

Responsible Department
This item is submitted by Deputy City Managers John Chan and Alan Stephenson, and the Community and Economic Development and Street Transportation departments.

DOWNTOWN PHOENIX ENHANCED MUNICIPAL SERVICES DISTRICT 2024 ASSESSMENT DIAGRAM

SUBMITTED _____ SUPERINTENDENT OF STREETS _____ DATE

APPROVED AT THE MEETING OF THE COUNCIL OF THE CITY OF PHOENIX THIS _____ DAY OF _____, 2023

_____ MAYOR

ATTEST _____ CITY CLERK

FILED THIS _____ DAY OF _____, 2023

_____ SUPERINTENDENT OF STREETS

Parcel data from County Assessor as of 4/6/2023.
Assessment data updated as of 9/19/2023.

LEGEND & SCALE

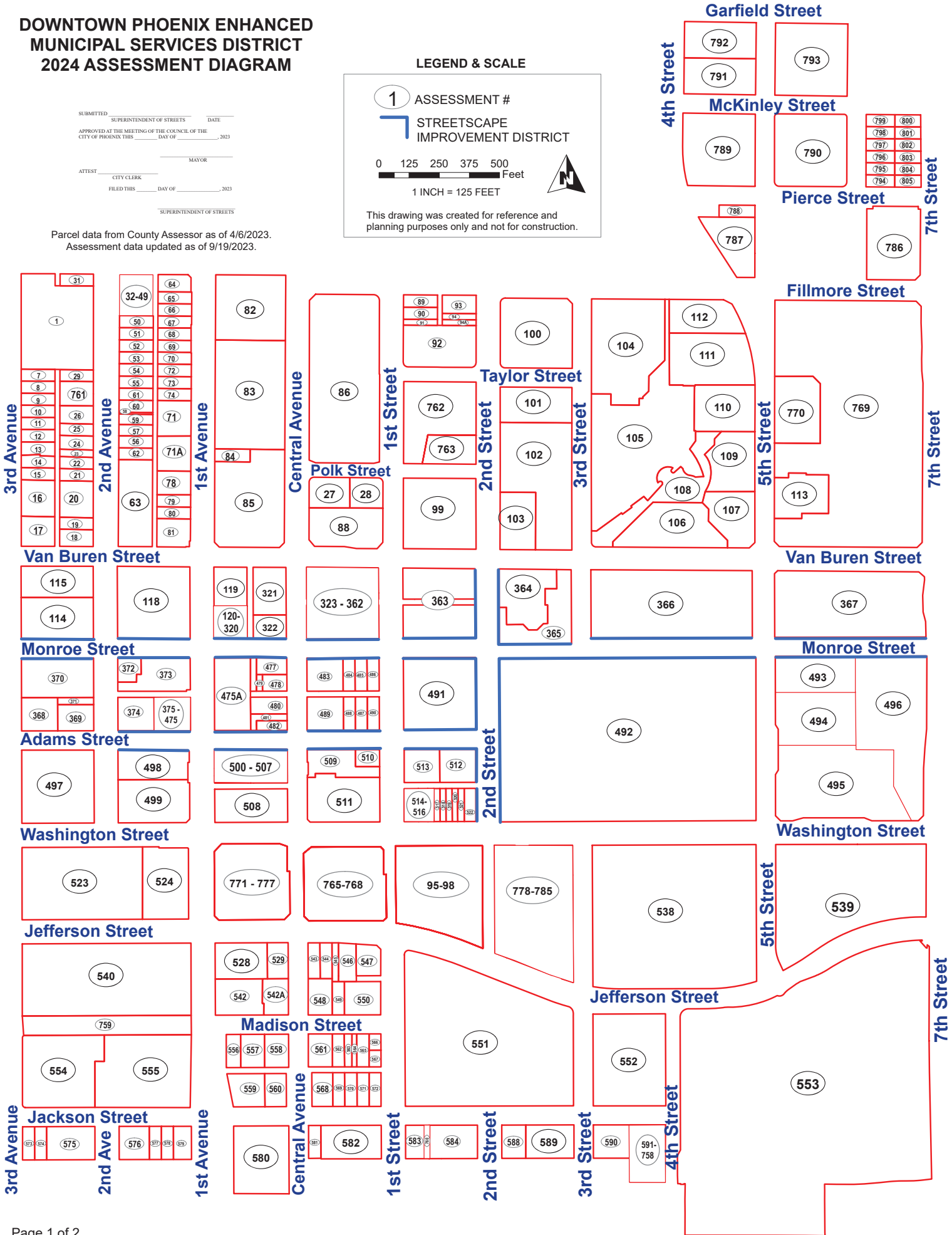
1 ASSESSMENT #

STREETSCAPE IMPROVEMENT DISTRICT

0 125 250 375 500 Feet

1 INCH = 125 FEET

This drawing was created for reference and planning purposes only and not for construction.



DOWNTOWN PHOENIX ENHANCED MUNICIPAL SERVICES DISTRICT
2024 ASSESSMENT DIAGRAM DETAIL

ID #	Owner	Lot Size in Square Feet	County Parcel #	Building Size in Square Feet
1	FILLMORE APARTMENTS OWNER LLC	97,222	111-42-139	292,582
2	Parcel No Longer Exists - Merged into ID 1			
3	Parcel No Longer Exists - Merged into ID 1			
4	Parcel No Longer Exists - Merged into ID 1			
5	Parcel No Longer Exists - Merged into ID 1			
6	Parcel No Longer Exists - Merged into ID 1			
7	JOHN E GARRETSON LIVING TRUST/GARRETSON JOHN E	7,000	111-42-026	Parking Lot
8	JOHN E GARRETSON LIVING TRUST/GARRETSON JOHN E	7,000	111-42-024	Parking Lot
9	333 N. 3RD AVE LLC	7,000	111-42-022	993
10	333 N. 3RD AVE LLC	7,000	111-42-020	Parking Lot
11	333 N. 3RD AVE LLC	7,000	111-42-019	Parking Lot
12	333 N. 3RD AVE LLC	7,000	111-42-017	Parking Lot
13	333 N. 3RD AVE LLC	8,138	111-42-015	Vacant Lot
14	333 N. 3RD AVE LLC	7,000	111-42-011A	Vacant Lot
15	333 N. 3RD AVE LLC	7,000	111-42-009	Vacant Lot
16	ZAYO GROUP LLC	21,000	111-42-115	10,864
17	JOHN E GARRETSON LIVING TRUST/ETAL	17,478	111-42-005A	Parking Lot
18	HIGGINBOTHAM PROPERTIES LLC	11,200	111-42-003	12,856
19	FOLSOM PROJECTS LLC	7,000	111-42-006	6,999
20	FEE - GSA Parking Lot	21,000	111-42-007B	Parking Lot
21	CUNNINGHAM BUILDING LLC	7,000	111-42-008	See ID # 22
22	CUNNINGHAM BUILDING LLC	7,000	111-42-010	10,955
23	GARRETSON, JOHN E & BARTON L FABER	4,200	111-42-013	Parking Lot
24	GARRETSON JOHN E & BARTON L FABER	8,400	111-42-053	Parking Lot
25	GARRETSON JOHN E & BARTON L FABER	7,000	111-42-016	Parking Lot
26	JOHN E GARRETSON LIVING TRUST/GARRETSON JOHN E	10,500	111-42-018	Parking Lot
27	AP 355 N CENTRAL PROPERTY LLC C/O RAIEN SHASTRI	21,675	111-45-188B	331,508
28	APPLE NINE HOSPITALITY OWNERSHIP INC	16,760	111-42-014	125,871
29	BURGE GOLDIE H & RICHARD W	7,000	111-42-025	3,598
30	Parcel No Longer Exists - Merged into ID 1			
31	EVRON-SNYDER PATRICIA E	7,000	111-42-041A	Parking Lot
32	SCHEEL ABIGAIL A	984	113-42-117	984
33	FERGUSON ANNE YVONNE	1,100	113-42-118	1,100
34	MYERS JOHN	1,358	113-42-119	1,358
35	MELISSA M CARRUTH LIVING TRUST	1,243	113-42-120	1,243
36	DODGE MARIA	960	113-42-121	960
37	VARELA SEAN CLAYTON/ZORQUEZ MAGDALENA	927	111-42-122	927
38	SCUTTI THEODORE J	1,654	111-42-123	1,654
39	COFSKY EMILY DIANE/DAVENPORT MARY R	1,310	113-42-124	1,310
40	SHERMAN JEFFERY	1,334	113-42-125	1,334
41	N DORTHOLD LLC	1,247	113-42-126	1,247
42	MAHRACO MICHELLE ANN	1,492	113-42-127	1,492
43	COBENG KIMBERLY UPAUX F	1,222	113-42-128	1,338
44	HAMMERSMITH TRUST	1,239	111-42-129	1,239
45	KILBER EMILY	1,291	113-42-130	1,291
46	PETERSON ANDREW	1,094	113-42-131	1,094
47	ESTENSEN FAMILY TRUST	1,803	113-42-132	1,803
48	PKS MANAGEMENT LLC	1,370	113-42-133	1,370
49	ADELMAN JENNIFER KAYE/GUTIERREZ RICK JOSEPH	1,310	113-42-134	1,310
50	333 2ND AVE LLC	7,000	111-42-082	Parking Lot
51	333 2ND AVE LLC	7,000	111-42-080	Parking Lot
52	333 2ND AVE LLC	7,000	111-42-078	Parking Lot
53	333 2ND AVE LLC	7,000	111-42-076	Parking Lot
54	333 2ND AVE LLC	7,000	111-42-074	Parking Lot
55	333 2ND AVE LLC	7,000	111-42-072	Parking Lot
56	333 2ND AVE LLC	7,000	111-42-070	Parking Lot
57	333 2ND AVE LLC	7,000	111-42-068	Parking Lot
58	333 2ND AVE LLC	845	111-42-067	Parking Lot
59	333 2ND AVE LLC	6,155	111-42-066	Parking Lot
60	333 2ND AVE LLC	7,000	111-42-063	Parking Lot
61	333 2ND AVE LLC	7,000	111-42-060	Parking Lot
62	333 2ND AVE LLC	6,300	111-42-091	Parking Lot
63	PHOENIX - Wells Fargo Building	52,990	111-42-086	253,464
64	ASU Downtown Residence Hall	9,499	111-42-087A	1,116
65	ASU Downtown Residence Hall	7,000	111-42-085	3510
66	ASU Downtown Residence Hall	7,000	111-42-083	2853
67	ASU Downtown Residence Hall	6,971	113-42-081A	Vacant Lot
68	ARIZONA BOARD OF REGENTS	6,906	111-42-084	2,000
69	ARIZONA BOARD OF REGENTS	6,921	111-42-077A	Parking Lot
70	HOI LOT NORTH OF YMCA - ABOR	6,996	111-42-075A	1,591
71	YMCA OF PHOENIX	21,275	113-42-064C	110,962
71A	ASU STUDENT REC CENTER	20,325	111-42-138	78,806
72	ASU FORMER BAIL BONDS BUILDING	7,000	111-42-064B	Vacant Lot
73	YMCA OF PHOENIX	7,000	113-42-072	110,962
74	YMCA OF PHOENIX	7,000	111-42-070	See ID # 73
75	Parcel No Longer Exists - Lot merge			
76	Parcel No Longer Exists - Lot merge			
77	Parcel No Longer Exists - Lot merge			
78	JOHN E GARRETSON LIVING TRUST/GARRETSON JOHN E	14,000	111-42-103A	Parking Lot
79	PHOENIX - Compass Bank/TRANSIT BLDG	7,000	111-42-099	Parking Lot
80	PHOENIX - Compass Bank/TRANSIT BLDG	7,000	113-42-097	See ID # 81
81	PHOENIX - Compass Bank/TRANSIT BLDG	18,018	111-42-098	232,670
82	ASU - U. S. Post Office/ASU STUDENT UNION	78,300	113-42-061	54,265
83	PHOENIX - PARKS CIVIC SPACE	130,445	111-42-137	28,575
84	MEANS LTD LLP	7,270	113-42-062	8,331
85	ELECTRIC REO VENTURES LLC	111,688	111-42-114A	Construction
86	ASU-JOLLEN/MCCARTHY SUITE/BLOCK	202,172	111-45-181	645,568
87	Parcel split into ID 27 and ID 28			
88	ARCP DFC PHOENIX (CENTRAL) AZ LLC	68,832	111-45-189	782,912
89	Valley Youth Theater Building	7,000	113-45-060	6,830
90	VYT - VACANT	7,000	113-45-060	3,500
91	VYT - VACANT	3,484	113-45-064A	Vacant Lot
92	TAYLOR PLACE	52,352	111-45-186	359,395
93	VYT - CITY PARKING LOT	10,500	113-45-067	Parking Lot
94	VYT - VACANT	3,500	113-45-068	Vacant Lot
94A	VYT - VACANT	3,498	113-45-069	Vacant Lot
95	SUB BLOCK 23 RESIDENTIAL OWNER LLC	71,516	117-28-135	607,790
96	BLOCK 23 COMMERCIAL LLC	0	112-28-137	Airspace
97	BLOCK 23 COMMERCIAL LLC	48,299	112-28-134	126,539
98	BLOCK 23 COMMERCIAL LLC	46,145	112-28-136	395,317
99	DIGITAL PHOENIX VAN BUREN LLC	88,487	111-45-078	376,838
100	ASU NURSING BLOCK	86,634	111-45-182	258,732
101	HMF EVA 200 GARAGE LLC	42,759	111-45-087B	260,278
102	ART BLINGER COMPLEX SHERATON PHOENIX			
102	DOWNTOWN HOTEL	123,348	111-45-175	981,055
103	HMF EVA 200 OFFICE LLC	33,678	111-45-087A	240,000
104	AGP ARIZONA CENTER OWNER LLC	118,265	111-46-146	87,040
105	AGP ARIZONA CENTER OWNER LLC	108,690	111-46-147	87,467
106	AGP ARIZONA CENTER OWNER LLC	63,815	111-46-138	412,981
107	MAGIC PALM COURT TOWER LP	28,912	111-46-145	Construction
108	AGP ARIZONA CENTER OWNER LLC	56,095	111-46-143	Common Area
109	PCH TWO ARIZONA LLC	46,125	111-46-132	632,852
110	ALDI PHOENIX LLC	49,180	111-46-133	126,539
111	NPG PHX1 AZC LLC	72,100	111-46-133	2,591
112	2702 OE LLC	30,678	111-46-134	See ID # 113
113	AACI - ABOR - ASU - LoFA	38,230	111-46-131A	89,725
114	ASC PHOENIX INVESTMENT LLC	54,357	111-46-130	640,503
115	ASC PHOENIX INVESTMENT LLC	39,891	112-31-974B	Construction
116	Parcel No Longer Exists - Merged into ID 114			
117	Parcel No Longer Exists - Merged into ID 114			
118	FED - Federal Building	89,516	112-21-079A	10,000
119	101 NORTH FIRST AVE LLC	22,212	111-45-091	645,568
120	44 MONROE APARTMENTS LLC	1,376	112-21-376	1,376
121	44 MONROE APARTMENTS LLC	541	112-21-377	541
122	44 MONROE APARTMENTS LLC	726	112-21-378	726
123	44 MONROE APARTMENTS LLC	1,326	112-21-380	1,308
124	44 MONROE APARTMENTS LLC	1,159	112-21-381	1,159
125	44 MONROE APARTMENTS LLC	1,344	112-21-382	1,322
126	44 MONROE APARTMENTS LLC	1,308	112-21-383	1,308
127	44 MONROE APARTMENTS LLC	1,159	112-21-384	1,159
128	44 MONROE APARTMENTS LLC	1,322	112-21-385	1,322
129	44 MONROE APARTMENTS LLC	994	112-21-386	994
130	44 MONROE APARTMENTS LLC	1,117	112-21-387	1,126
131	44 MONROE APARTMENTS LLC	743	112-21-388	743
132	44 MONROE APARTMENTS LLC	743	112-21-389	743
133	44 MONROE APARTMENTS LLC	1,126	112-21-390	1,126
134	44 MONROE APARTMENTS LLC	965	112-21-391	965
135	44 MONROE APARTMENTS LLC	1,310	112-21-392	1,310
136	44 MONROE APARTMENTS LLC	1,159	112-21-393	1,159
137	44 MONROE APARTMENTS LLC	1,323	112-21-394	1,323
138	44 MONROE APARTMENTS LLC	993	112-21-395	993
139	44 MONROE APARTMENTS LLC	1,126	112-21-396	1,126
140	44 MONROE APARTMENTS LLC	1,394	112-21-397	1,394
141	44 MONROE APARTMENTS LLC	1,394	112-21-398	1,394
142	44 MONROE APARTMENTS LLC	1,126	112-21-399	1,126
143	44 MONROE APARTMENTS LLC	962	112-21-400	962
144	44 MONROE APARTMENTS LLC	1,310	112-21-401	1,310
145	44 MONROE APARTMENTS LLC	1,159	112-21-402	1,159
146	44 MONROE APARTMENTS LLC	1,323	112-21-403	1,323
147	44 MONROE APARTMENTS LLC	993	112-21-404	993
148	44 MONROE APARTMENTS LLC	1,126	112-21-405	1,126
149	44 MONROE APARTMENTS LLC	1,394	112-21-406	1,394
150	44 MONROE APARTMENTS LLC	1,394	112-21-407	1,394
151	44 MONROE APARTMENTS LLC	1,126	112-21-408	1,126
152	44 MONROE APARTMENTS LLC	962	112-21-409	962
153	44 MONROE APARTMENTS LLC	1,310	112-21-410	1,310
154	44 MONROE APARTMENTS LLC	1,159	112-21-411	1,159
155	44 MONROE APARTMENTS LLC	1,323	112-21-412	1,323
156	44 MONROE APARTMENTS LLC	993	112-21-413	993
157	44 MONROE APARTMENTS LLC	1,126	112-21-414	1,126
158	44 MONROE APARTMENTS LLC	1,394	112-21-415	1,394
159	44 MONROE APARTMENTS LLC	1,394	112-21-416	1,394
160	44 MONROE APARTMENTS LLC	1,126	112-21-417	1,126
161	44 MONROE APARTMENTS LLC	962	112-21-418	962
162	44 MONROE APARTMENTS LLC	1,310	112-21-419	1,310
163	44 MONROE APARTMENTS LLC	1,159	112-21-420	1,159
164	44 MONROE APARTMENTS LLC	1,323	112-21-421	1,323
165	44 MONROE APARTMENTS LLC	993	112-21-422	993
166	44 MONROE APARTMENTS LLC	1,126	112-21-423	1,126
167	44 MONROE APARTMENTS LLC	1,394	112-21-424	1,394
168	44 MONROE APARTMENTS LLC	1,126	112-21-425	1,126
169	44 MONROE APARTMENTS LLC	962	112-21-426	962
170	44 MONROE APARTMENTS LLC	962	112-21-427	962
171	44 MONROE APARTMENTS LLC	1,310	112-21-428	1,310
172	44 MONROE APARTMENTS LLC	1,159	112-21-429	1,159
173	44 MONROE APARTMENTS LLC	1,323	112-21-430	1,323
174	44 MONROE APARTMENTS LLC	993	112-21-431	993
175	44 MONROE APARTMENTS LLC	1,126	112-21-432	1,126
176	44 MONROE APARTMENTS LLC	1,394	112-21-433	1,394
177	44 MONROE APARTMENTS LLC	1,394	112-21-434	1,394
178	44 MONROE APARTMENTS LLC	1,126	112-21-435	1,126
179	44 MONROE APARTMENTS LLC	962	112-21-436	962
180	44 MONROE APARTMENTS LLC	1,310	112-21-437	1,310
181	44 MONROE APARTMENTS LLC	1,159	112-21-438	1,159
182	44 MONROE APARTMENTS LLC	1,323	112-21-440	1,323
183	44 MONROE APARTMENTS LLC	993	112-21-441	993
184	44 MONROE APARTMENTS LLC	1,126	112-21-442	1,126
185	44 MONROE APARTMENTS LLC	1,394	112-21-443	1,394
186	44 MONROE APARTMENTS LLC	1,394	112-21-444	1,394
187	44 MONROE APARTMENTS LLC	1,126	112-21-445	1,126
188	44 MONROE APARTMENTS LLC	962	112-21-446	962
189	44 MONROE APARTMENTS LLC	1,310	112-21-447	1,310
190	44 MONROE APARTMENTS LLC	1,159	112-21-448	1,159
191	44 MONROE APARTMENTS LLC	1,323	112-21-448	1,323
192	44 MONROE APARTMENTS LLC	993	112-21-450	993
193	44 MONROE APARTMENTS LLC	1,126	112-21-450	1,126
194	44 MONROE APARTMENTS LLC	1,394	112-21-451	1,394
195	44 MONROE APARTMENTS LLC	1,394	112-21-452	1,394
196	44 MONROE APARTMENTS LLC	1,126	112-21-453	1,126
197	44 MONROE APARTMENTS LLC	962	112-21-454	962
198	44 MONROE APARTMENTS LLC	1,310	112-21-455	1,310
199	44 MONROE APARTMENTS LLC	1,159	112-21-456	1,159
200	44 MONROE APARTMENTS LLC	1,323	112-21-457	1,323
201	44 MONROE APARTMENTS LLC	993	112-21-458	993
202	44 MONROE APARTMENTS LLC	1,126	112-21-459	1,126
203	44 MONROE APARTMENTS LLC	1,394	112-21-460	1,394
204	44 MONROE APARTMENTS LLC	1,394	112-21-461	1,394
205	44 MONROE APARTMENTS LLC	1,126	112-21-462	1,126
206	44 MONROE APARTMENTS LLC	962	112-21-463	962
207	44 MONROE APARTMENTS LLC	1,310	112-21-464	1,310
208	44 MONROE APARTMENTS LLC	1,159	112-21-465	1,159
209	44 MONROE APARTMENTS LLC	1,323	112-21-466	1,323
210	44 MONROE APARTMENTS LLC	993	112-21-467	993
211	44 MONROE APARTMENTS LLC	1,126	112-21-468	1,126
212	44 MONROE APARTMENTS LLC	1,394	112-21-469	1,394
213	44 MONROE APARTMENTS LLC	1,394	112-21-470	1,394
214	44 MONROE APARTMENTS LLC	1,126	112-21-471	1,126
215	44 MONROE APARTMENTS LLC	962	112-21-472	962
216	44 MONROE APARTMENTS LLC	1,310	112-21-473	1,310
217	44 MONROE APARTMENTS LLC	1,159	112-21-474	1,159
218	44 MONROE APARTMENTS LLC	1,323	112-21-475	1,323
219	44 MONROE APARTMENTS LLC	993	112-21-476	993
220	44 MONROE APARTMENTS LLC	1,126	112-21-477	1,126
221	44 MONROE APARTMENTS LLC	1,394	112-21-478	1,394
222	44 MONROE APARTMENTS LLC	1,394	112-21-479	1,394
223	44 MONROE APARTMENTS LLC	1,126	112-21-480	1,126
224	44 MONROE APARTMENTS LLC	962	112-21-481	962
225	44 MONROE APARTMENTS LLC	1,310	112-21-482	1,310
226	44 MONROE APARTMENTS LLC	1,159	112-21-483	1,159
227	44 MONROE APARTMENTS LLC	1,323	112-21-484	1,323
228	44 MONROE APARTMENTS LLC	993	112-21-485	993
229	44 MONROE APARTMENTS LLC	1,126	112-21-486	1,126
230	44 MONROE APARTMENTS LLC	1,394	112-21-487	1,394
231	44 MONROE APARTMENTS LLC	1,394	112-21-488	1,394
232	44 MONROE APARTMENTS LLC	1,126	112-21-489	1,126
233	44 MONROE APARTMENTS LLC	962	112-21-490	962
234	44 MONROE APARTMENTS LLC	1,310	112-21-491	1,310
235	44 MONROE APARTMENTS LLC	1,159	112-21-492	1,159
236	44 MONROE APARTMENTS LLC	1,323	112-21-493	1,323
237	44 MONROE APARTMENTS LLC	993	112-21-494	993
238	44 MONROE APARTMENTS LLC	1,126	112-21-495	1,126
239	44 MONROE APARTMENTS LLC	1,394	112-21-496	1,394
240	44 MONROE APARTMENTS LLC	1,394	112-21-497	1,394
241	44 MONROE APARTMENTS LLC	1,126	112-21-498	1,126
242	44 MONROE APARTMENTS LLC	962	112-21-499	962
243	44 MONROE APARTMENTS LLC	1,310	112-21-500	1,310
244	44 MONROE APARTMENTS LLC	1,159	112-21-501	1,159
245	44 MONROE APARTMENTS LLC	1,323	112-21-502	1,323
246	44 MONROE APARTMENTS LLC	993	112-21-503	993
247	44 MONROE APARTMENTS LLC	1,126	112-21-504	1,126
248	44 MONROE APARTMENTS LLC	1,394	112-21-505	1,394
249	44 MONROE APARTMENTS LLC	1,394	112-21-506	1,394
250	44 MONROE APARTMENTS LLC	1,126	112-21-507	1,126
251	44 MONROE APARTMENTS LLC	962	112-21-508	962
252	44 MONROE APARTMENTS LLC	1,873	112-21-509	1,873
253	44 MONROE APARTMENTS LLC	993	112-21-510	993
254	44 MONROE APARTMENTS LLC	1,126	112-21-511	1,126
255	44 MONROE APARTMENTS LLC	1,394	112-21-512	1,394
256	44 MONROE APARTMENTS LLC	1,394	112-21-513	1,394
257	44 MONROE APARTMENTS LLC	1,126	112-21-514	1,126
258	44 MONROE APARTMENTS LLC	962	112-21-515	962
259	44 MONROE APARTMENTS LLC	1,880	112-21-540	1,880
260	44 MONROE APARTMENTS LLC	1,880	112-21-541	1,880
261	44 MONROE APARTMENTS LLC	1,880	112-21-542	993
262	44 MONROE APARTMENTS LLC	1,126	112-21-543	1,126
263	44 MONROE APARTMENTS LLC	1,441	112-21-544	1,394
264	44 MONROE APARTMENTS LLC	962	112-21-545	1,394
265	44 MONROE APARTMENTS LLC	1,126	112-21-546	1,126
266	44 MONROE APARTMENTS LLC	962	112-21-547	962
267	44 MONROE APARTMENTS LLC	1,880	112-21-548	1,880
268	44 MONROE APARTMENTS LLC	1,873	112-21-549	1,873
269	44 MONROE APARTMENTS LLC	993	112-21-550	993
270	44 MONROE APARTMENTS LLC	1,126	112-21-551	1,126
271	44 MONROE APARTMENTS LLC	1,441	112-21-552	1,394
272	44 MONROE APARTMENTS LLC	1,441	112-21-553	1,394
273	44 MONROE APARTMENTS LLC	1,126	112-21-554	1,126
274	44 MONROE APARTMENTS LLC	962	112-21-555	962
275	44 MONROE APARTMENTS LLC	1,880	112-21-556	1,880
276	44 MONROE APARTMENTS LLC	1,873	112-21-557	1,873
277	44 MONROE APARTMENTS LLC	993	112-21-558	993
278	44 MONROE APARTMENTS LLC	1,126	112-21-559	1,126
279	44 MONROE APARTMENTS LLC	1,441	112-21-560	1,394
280	44 MONROE APARTMENTS LLC	1,441	112-21-561	1,394
281	44 MONROE APARTMENTS LLC	1,126	112-21-562	1,126
282	44 MONROE APARTMENTS LLC	962	112-21-563	962
283	44 MONROE APARTMENTS LLC	1,873	112-21-564	1,873
284	44 MONROE APARTMENTS LLC	1,872	112-21-565	1,872
285	44 MONROE APARTMENTS LLC	2,121	112-21-566	2,121
286	44 MONROE APARTMENTS LLC	1,441	112-21-567	1,394
287	44 MONROE APARTMENTS LLC	1,441	112-21-568	1,394
288	44 MONROE APARTMENTS LLC	2,059	112-21-569	2,059
289	44 MONROE APARTMENTS LLC	1,880	112-21-570	1,880
290	44 MONROE APARTMENTS LLC	1,872	112-21-571	1,872
291	44 MONROE APARTMENTS LLC	2,121	112-21-572	2,121
292	44 MONROE APARTMENTS LLC	1,441	112-21-573	1,394
293	44 MONROE APARTMENTS LLC	1,441	112-21-574	1,394
294	44 MONROE APARTMENTS LLC	2,076	112-21-575	2,076
295	44 MONROE APARTMENTS LLC	4,406	112-21-576	4,406
296	44 MONROE APARTMENTS LLC	2,778	112-21-577	2,778
297	44 MONROE APARTMENTS LLC	2,778	112-21-578	2,778
298	44 MONROE APARTMENTS LLC	4,268	112-21-579	4,268
299	44 MONROE APARTMENTS LLC	2,721	112-21-580	2,721
300	44 MONROE APARTMENTS LLC	2,721	112-21-581	2,721
301	44 MONROE APARTMENTS LLC	1,880	112-21-600	1,880
302	44 MONROE APARTMENTS LLC	1,873	112-21-601	1,873
303	44 MONROE APARTMENTS LLC	2,110	112-21-602	2,110
304	44 MONROE APARTMENTS LLC	1,394	112-21-603	1,394
305	44 MONROE APARTMENTS LLC	1,394	112-21-604	1,394
306	44 MONROE APARTMENTS LLC	1,126	112-21-605	1,126
307	44 MONROE APARTMENTS LLC	962	112-21-606	962
308	44 MONROE APARTMENTS LLC	1,880	112-21-607	1,880
309	44 MONROE APARTMENTS LLC	1,873	112-21-608	1,873
310	44 MONROE APARTMENTS LLC	2,110	112-21-609	2,110
311	44 MONROE APARTMENTS LLC	1,394	112-21-610	1,394
312	44 MONROE APARTMENTS LLC	1,394	112-21-611	1,394
313	44 MONROE APARTMENTS LLC	2,088	112-21-612	2,088
314	44 MONROE APARTMENTS LLC	1,880	112-21-613	1,880
315	44 MONROE APARTMENTS LLC	1,873	112-21-614	1,873
316	44 MONROE APARTMENTS LLC	2,110	112-21-615	2,110
317	44 MONROE APARTMENTS LLC	1,394	112-21-616	1,394
318	44 MONROE APARTMENTS LLC	1,394	112-21-617	1,394
319	44 MONROE APARTMENTS LLC	2,088	112-21-618	2,088
320	MONROE MARKETING LLC	14,986	112-21-585A	Common Area
321	MARICOPA COUNTY	27,105	112-21-072C	272,908
322	99 PHOENIX LLC	19,523	112-21-072B	79,059
323	VIOLA LORDSMEER LP	87,795	112-28-031B	792,578
324	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-289	2,828
325	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-290	2,828
326	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-291	2,828
327	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-292	2,828
328	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-293	2,828
329	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-294	2,828
330	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-295	2,828
331	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-296	2,828
332	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-297	2,828
333	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-298	2,828
334	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-299	2,828
335	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-300	2,828
336	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-301	2,828
337	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-102	2,828
338	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-103	2,828
339	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-104	2,828
340	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-105	2,828
341	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-106	2,828
342	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-107	2,828
343	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-108	2,828
344	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-109	2,828
345	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-110	2,828
346	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-111	2,828
347	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-112	2,828
348	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-113	2,828
349	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-114	2,828
350	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-115	2,828
351	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-116	2,828
352	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-117	2,828
353	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-118	2,828
354	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-119	2,828
355	PHOENIX-201 NORTH CENTRAL AVENUE PROPERTY LLC	2,828	112-28-

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 67

Public Health Fellowship Intergovernmental Agreement (Ordinance S-50837)

Request to authorize the City Manager, or his designee, to amend contract 156982 to extend the Intergovernmental Agreement (IGA) (Attachment A) for the Public Health Fellowship program with Maricopa County Department of Public Health (MCDPH) to August 31, 2024.

Summary

In 2021, the City of Phoenix joined cities, towns, and counties across Arizona by signing onto the One Arizona Memorandum of Understanding (MOU). The One Arizona MOU provides the framework for the distribution of opioid settlement dollars across Arizona and directs how funds may be spent. In June 2022, City Council approved an IGA with the Maricopa County Department of Public Health for the Public Health Fellowship program. Through the program, the City of Phoenix was provided with a Public Health Fellow (Fellow) for a period of two years with the potential for extension. The role of the fellow is to support the City in the development of its plan to utilize opioid settlement funds.

The MCDPH has requested to extend the fellow to Aug. 31, 2024 from the original contract term ending June 30, 2024.

Contract Term

The contract term shall be from July 1, 2022, through August 31, 2024.

Financial Impact

There is no impact to the General Fund. The Public Health Fellowship Program is funded through the MCDPH utilizing funds from the U.S. Department of Health and Human Services. The Fellow will be an employee of the MCDPH and there will be no financial compensation from the City under the terms of this IGA.

Concurrence/Previous Council Action

City Council approved the Intergovernmental Agreement between the City of Phoenix and the Maricopa County Department of Public Health (MCDPH) on June 15, 2022.

Responsible Department

This item is submitted by Assistant City Manager Lori Bays and the Office of Public Health.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 68

Issuance of Lease Revenue Bonds (AGES-SLB, LLC Project), Series 2024 (Resolution 22200)

Requests City Council approval for the issuance of Lease Revenue Bonds (AGES-SLB, LLC Project), Series 2024, to be issued in one or more tax-exempt and/or taxable series in an aggregate principal amount not to exceed $6,000,000.

Summary

Request City Council adoption of a resolution granting approval of the proceedings under which The Industrial Development Authority of the City of Phoenix, Arizona (the “Phoenix IDA”) has previously resolved to issue up to $6,000,000 of Lease Revenue Bonds (the “Revenue Bonds”) in one or more tax-exempt and/or taxable series, the proceeds of which will be loaned to AGES-SLB, LLC (the “Borrower”), an Arizona limited liability company, whose sole member is Community Enhancement Corporation, an Arizona nonprofit corporation and an exempt organization described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, to:

a.) Finance or refinance, as applicable, the acquisition, construction, improvement, equipping and/or operation of land and building to be leased to and operated by Arizona Goodwill Education Services as an adult charter school in Phoenix, Arizona, and;

b.) Pay certain costs related to the issuance of the Revenue Bonds.

Concurrence/Previous Council Action

The Phoenix IDA Board has previously resolved to issue the Revenue Bonds at its meeting held on April 18, 2024.

Location

The Project is located at or near 4837 E McDowell Road in Phoenix, Arizona.
Council District: 6

Responsible Department

This item is submitted by Deputy City Manager Ginger Spencer.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 69

Issuance of Lease Revenue Bonds (GW-SLB II, LLC Project), Series 2024 (Resolution 22199)

Requests City Council approval for the issuance of Lease Revenue Bonds (GW-SLB II, LLC Project), Series 2024, to be issued in one or more tax-exempt and/or taxable series in an aggregate principal amount not to exceed $10,000,000.

Summary

Request City Council adoption of a resolution granting approval of the proceedings under which The Industrial Development Authority of the City of Phoenix, Ariz. (the "Phoenix IDA") has previously resolved to issue up to $10,000,000 of Lease Revenue Bonds (the "Revenue Bonds") in one or more tax-exempt and/or taxable series, the proceeds of which will be loaned to GW-SLB II, LLC (the "Borrower"), an Arizona limited liability company, whose sole member is Community Enhancement Corporation, an Arizona nonprofit corporation and an exempt organization described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, to:

a.) Finance or refinance, as applicable, the acquisition, construction, improvement, equipping, and/or operation of land and building to be leased to and operated by Goodwill of Central and Northern Arizona as a retail site in Peoria, Arizona, and;

b.) Pay certain costs related to the issuance of the Lease Revenue Bonds.

Concurrence/Previous Council Action

The Phoenix IDA Board has previously resolved to issue the Revenue Bonds at its meeting held on April 18, 2024.

Location

The Project is located at or near 8517 W. Grand Ave, in Peoria, Arizona.

With the exception of certain housing bonds, the Phoenix IDA can finance projects located anywhere in Arizona. In addition, the Phoenix IDA may issue bonds to finance projects outside of Arizona, if the out-of-state project provides a benefit within the State.

Responsible Department

This item is submitted by Deputy City Manager Ginger Spencer.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 70

Request to Apply for and Accept 2023 Staffing for Adequate Fire and Emergency Response (SAFER) Grant (Ordinance S-50819)

Request to retroactively authorize the City Manager, or his designee, to apply for, and accept, if awarded, up to $9,016,008 from the Federal Fiscal Year (FFY) 2023 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program funds. If awarded, request to create new firefighter positions. Further request authorization for the City Treasurer to accept and for the City Controller to disburse all funds related to this item. If not approved, the grant if awarded would be declined.

Summary
SAFER grants are designed to bolster fire safety by ensuring that fire departments maintain staffing levels that meet or exceed industry standards, crucial for continuous, 24/7 operational readiness. This application requests $9,016,008 for the hiring of 24 firefighters to address attrition from retirements and resignations. The expansion in personnel is projected to significantly extend our service area and sharpen our emergency response capabilities. The grant covers salaries and benefits for these positions over three years. The grant application period opened on March 11, 2024, and closed on April 12, 2024.

If awarded, the Fire Department requests to create 24 new firefighter 56-hour (Job code 61010) positions.

Contract Term
The grant period of performance is three years and is estimated to begin on or around March 2025, with a program end date on or around February 2028.

Financial Impact
If awarded, the City of Phoenix Fire Department will receive up to $9,016,008 in grant funding for 24 firefighter positions. No match will be required from the City.

Responsible Department
This item is recommended by Assistant City Manager Lori Bays and the Fire Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 71

Powered Gurneys, Stair Chairs, Parts, and Accessories - RFA 19-008 - Letter of Agreement to Extend Contract for Powered Gurneys, Stair Chairs, Parts, and Accessories with Howmedica Osteonics Corporation dba Stryker Sales LLC (Ordinance S-50812)

Request to authorize the City Manager, or his designee, to enter into this Letter of Agreement with Howmedica Osteonics Corporation, dba Stryker Sales LLC, to continue to provide Powered Gurneys, Stair Chairs, Parts, and Accessories to the Fire Department. Further request to authorize the City Controller to disburse all funds related to this item. No additional funds are needed, request to continue using Ordinance S-50320.

Summary
The purpose of this Letter of Agreement is to continue to provide the Fire Department's Emergency Medical Services (EMS) with powered gurneys, stair chairs, parts, and accessories. The Fire Department has an annual replacement plan due to the manufacturer seven-year life cycle of the gurneys. The stair chairs, parts, and accessories are used to safely lift and transport non-ambulatory patients without interruption. The powered gurneys and stair chairs are crucial, as they protect the patient during transport and help prevent injuries to the firefighters. Additionally, powered gurneys are a critical part of the Fire Department's efforts to provide lifesaving transport services to the public.

Contract Term
The term of the Letter of Agreement will expire on Dec. 31, 2024.

Financial Impact
The aggregate value of the contract will not exceed $1,600,000. No additional funds are needed.

Concurrence/Previous Council Action
The City Council previously reviewed this request:

- Powered Gurneys, Stair Chairs, Parts, and Accessories, Contract 150774, (Ordinance S-45298) on Jan. 9, 2019;

- Powered Gurneys, Stair Chairs, Parts, and Accessories, Contract 150774, (Ordinance S-50320) on Nov. 15, 2023.

Responsible Department

This item is submitted by Assistant City Manager Lori Bays and the Fire Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 72

Qualtrax Document Management System Contract - RFA 24-0237 Request for Award (Ordinance S-50834)

Request to authorize the City Manager, or his designee, to enter into a contract with Qualtrax, Inc. to provide annual maintenance and support of the document management system for the Laboratory Services Bureau of the Police Department. Further request an exception to the indemnity and assumption of liability provision of Phoenix City Code section 42-18. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contract will not exceed $87,940.

Summary

This contract will provide the Laboratory Services Bureau an annual software license and support to maintain the laboratory's policies, procedures and forms that are comprised within the controlled management system, as required by the City's ISO/IEC 17025 accreditation for the Police Department. The software allows the laboratory to control approximately 1,000 management system documents, track quality assurance activities, and document training and testing.

This item has been reviewed and approved by the Information Technology Services Department.

Procurement Information

In accordance with Administrative Regulation 3.10, standard competition was waived as a result of an approved Determination Memo based on the following reason: Special Circumstances Without Competition. The document management system has been in continuous use since 2012 and the software has been heavily customized and leveraged since its inception. Continued use of the application will reduce the risk of errors and meet ongoing accreditation requirements.

Contract Term

The contract will begin on or about May 1, 2024 for a five-year term with three one-year options to extend.

Financial Impact

The aggregate contract value for will not exceed $87,940 for the five-year aggregate term with three one-year options to extend. Funding is available in the Police Department's budget.

Responsible Department
This item is submitted by Deputy City Manager Lori Bays and the Police Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 73

Reagents, Consumables, Supplies and Service Support For Forensic Equipment Contract - RFA 24-0192 Request for Award (Ordinance S-50815)

Request to authorize the City Manager, or his designee, to enter into a contract with QIAGEN, LLC to provide reagents, consumables, supplies, and service support for forensic equipment for the Police Department. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contract will not exceed $570,325.

Summary
The contract will provide the Police Department's Laboratory Service Bureau, Forensic Biology Section, with consumables for QIAGEN instruments and maintenance and repair services on the QIAsymphony and QIAcube equipment. The forensic instruments are used to process deoxyribonucleic acid (DNA) evidence collected from crime scenes. The consumables provide DNA profiles for law enforcement to investigate leads of potential criminal suspects and routine maintenance of the instruments is vital to sustain the appropriate International Organization for Standardization (ISO) standards.

Procurement Information
In accordance with Administrative Regulations 3.10, standard competition was waived as a result of an approved Determination Memo based on the following reason: Special Circumstances Without Competition. QIAGEN, LLC is the only vendor certified to perform any repairs, calibrations, upgrade, preventative maintenance, and move QIAGEN instrumentations; all QIAGEN warranties will be voided if provided by another source.

Contract Term
The contract will begin on or about June 1, 2024, for a five-year term with one-year option to extend.

Financial Impact
The aggregate contract value will not exceed $570,325 for the five-year aggregate.

Funding is available in the Police Department and various departments' operating

budgets.

Location
621 W. Washington St.
Council District: 7

Responsible Department
This item is submitted by Assistant City Manager Lori Bays and the Police Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 74

Gary Sinise Foundation Grant (Ordinance S-50796)

Request the City Manager, or his designee, to allow the Police Department to apply for, accept and enter into an agreement with the Gary Sinise Foundation in the amount not to exceed $300,000. 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 is requesting grant funding from the Gary Sinise Foundation who is looking to support the Department's unique programs designed to educate, inspire, strengthen, and build communities by providing financial assistance to first responders. The Gary Sinise Foundation is a 501(c)(3) charitable organization.

The Police Department proposes to use the grant funding to assist the Department in supplying patrol squads with newly designed ballistic shields for use during critical incidents involving firearms. The shields are designed to be more agile, tactically sound, and lighter in weight. The shields can be used in a variety of ways and for a longer period of time. Each patrol squad supervisor will be assigned a ballistic shield resulting in reduced response times in delivering essential tools when needed.

If approved, the Police Department will move forward with submitting our application.

Contract Term

The contract term is for one year from the date of signed agreement.

Financial Impact

No matching funds are required.

Responsible Department

This item is submitted by Assistant City Manager Lori Bays and the Police Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 75

Donation from Phoenix Police Foundation for the Wellness Center Gym and Police Memorial Wall (Ordinance S-50814)

Request to authorize the City Manager, or his designee, to accept a donation from the Phoenix Police Foundation up to $750,000 to build a Wellness Center Gym and up to $150,000 for a Police Memorial Wall within the new Phoenix Police Headquarters at 100 W. Washington St. Further request authorization for the City Treasurer to accept all funds, and for the City Controller to disburse all funds related to this item.

Summary

Wellness Center Gym

An central focus of the Police Department has been to support employee mental, physical and emotional health and wellness. This effort includes the development of a wellness center and gym to provide a space for both sworn and professional staff to improve their physical and mental wellbeing. Through the support of the Police Foundation, the new wellness center will be integrated into the Employee Wellness Unit to help address the physical and mental demands encountered by law enforcement professionals. The donation from the Police Foundation will be used for the new space and equipment, which will be accessible to all Police Department staff.

Police Memorial Wall

To date, 45 police officers have been placed on the memorial wall due to a death in the line of duty. Currently, the Police Memorial wall is in the northeast corner of the Chief’s conference room. The new Police Headquarters at 100 West Washington St. provides an opportunity for the Police Department to build a memorial that is more accessible to families and the public. With the support of from the Police Foundation, the wall will be placed in the atrium area of the 100 West Washington St. lobby. This location will allow guests to visit the memorial without making an appointment or requiring additional access into the facility.

The Phoenix Police Foundation is a 501(c)(3) charitable organization. The Foundation is committed to addressing unmet capital needs of the Police Department, providing financial assistance in crisis situations, and recognizing those who protect our community.

Financial Impact

The creation of the Wellness Center gym will have an anticipated cost of $750,000 and Police Memorial Wall will have an anticipated to cost $150,000. The Phoenix Police Foundation is raising funds pending approval by the City Council.

Location

100 W. Washington St.
Council District: 7

Responsible Department

This item is submitted by Assistant City Manager Lori Bays and the Police Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 76

Authorization to Apply for the Community Policing Development Microgrant (Ordinance S-50836)

Request to authorize the City Manager, or his designee, to allow the Police Department to apply for, accept, and enter into an agreement with the Office of Community Oriented Policing Services for the Community Policing Development Microgrant. The grant amount is not to exceed $175,000.

Summary

The Community Policing Development (CPD) Microgrant provides funding for recruitment and retention or the advancement of diverse representation in law enforcement that includes quantitative measures of success in better reflecting the diversity of the community.

The Police Department's Recruiting Unit will use this grant, if awarded, to help educate the public about sworn and civilian career opportunities with the Police Department. Funding will be used to provide materials, presentations and police partnerships toward those looking to start their professional career. Outreach efforts will be coordinated with community groups, high schools, colleges and vendors willing to work with the Recruiting Unit in hiring individuals who are reflective of the diverse Phoenix community. The goal is to increase hiring efforts so more police officers and civilian support staff would be available for crime suppression efforts.

The grant application is due on May 14, 2024. If approved, the Police Department will move forward with submitting their application.

Contract Term

The project period is for two years and will begin on Oct. 1, 2024.

Financial Impact

No matching funds are required.

Responsible Department

This item is submitted by Assistant City Manager Lori Bays and the Police Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 77

Authorization To Enter Into Intergovernmental Agreement With Arizona Department of Health Services (Ordinance S-50830)

Request to authorize the City Manager, or his designee, to allow the Police Department to enter into an Intergovernmental Agreement (IGA) with the Arizona Department of Health Services (ADHS) to enforce laws regarding unlawful marijuana trafficking taking place outside the laws and regulations that govern the Arizona Medical Marijuana Program and the Adult-Use Marijuana Program. The current contact amount is $150,000; however, the Police Department requests to accept additional funds should they become available, not to exceed $750,000. The funding period is from July 1, 2024, through June 30, 2029. Further request authorization for the City Treasurer to accept, and the City Controller to disburse, all funds related to this item.

Summary
The Arizona Medical Marijuana Act (AMMA) and the Smart and Safe Arizona Act (SSAA) were passed on Nov. 2, 2010, and Nov. 3, 2020, respectively. These two programs allow for the registration, certification, and regulation of ADHS licensed medical marijuana dispensaries and adult-use marijuana dispensaries.

Funding provided by ADHS will reimburse the Police Department for overtime and related fringe benefits for the enforcement of laws on marijuana sales within the City of Phoenix that fall outside of the AMMA, SSAA, and Arizona Revised Statutes Title 13. These activities include, but are not limited to, unlawful marijuana trafficking taking place by individuals or groups of individuals who distribute marijuana without obtaining proper ADHS licensing and approval.

Contract Term
The term of the contract is from July 1, 2024, through June 30, 2029.

Financial Impact
No matching funds are required.

Responsible Department
This item is submitted by Assistant City Manager Lori Bays and the Police Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 78

2024 DNA Capacity Enhancement and Backlog Reduction Formula Grant Program (CEBR) (Ordinance S-50832)

Request to authorize the City Manager, or his designee, to allow the Police Department to apply for, accept, and enter into an agreement for federal grant funds through the Bureau of Justice Assistance for the 2024 DNA Capacity Enhancement and Backlog Reduction (Formula) grant program in the amount not to exceed $761,359. 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's Laboratory Services Bureau (LSB) has applied for and been awarded funds through this grant program for several years. This grant funding is to provide for the processing, recording, screening, and analysis of forensic DNA and/or DNA database samples. The grant objective is to increase the capacity of public forensic DNA and DNA database laboratories to process more samples, thereby, reducing the backlog. All DNA profiles will be entered into the combined DNA Index System and, where applicable, uploaded to the National DNA Index System.

If awarded, grant funding will be utilized for forensic scientist overtime, related fringe benefits, equipment, travel, training, consultants for outsourcing DNA testing, and other costs to improve the quality and timeliness of forensic DNA analysis.

The grant application is due on May 22, 2024. If approved, the Police Department will move forward with submitting their application.

Contract Term

The contract term will be for two years beginning Oct. 1, 2024, through Sept. 30, 2026.

Financial Impact

No matching funds are required.

Responsible Department

This item is submitted by Assistant City Manager Lori Bays and the Police Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 79

2024 DNA Capacity Enhancement and Backlog Reduction Competitive Grant Program (CEBR) (Ordinance S-50833)

Request to authorize the City Manager, or his designee, to allow the Police Department to apply for, accept, and enter into an agreement for federal grant funds through the Bureau of Justice Assistance for the 2024 DNA Capacity Enhancement and Backlog Reduction (Competitive) grant program in the amount not to exceed $1,000,000. Further request authorization for the City Treasurer to accept, and for the City Controller to disburse, all funds related to this item.

Summary
This grant funding is to provide for the processing, recording, screening, and analysis of forensic DNA and/or DNA database samples. The grant objective is to increase the capacity of public forensic DNA and DNA database laboratories to process more samples, thereby, reducing the backlog. All DNA profiles will be entered into the combined DNA Index System and, where applicable, uploaded to the National DNA Index System.

If awarded, grant funding will be utilized for consultants for outsourcing DNA testing and other costs to improve the quality and timeliness of forensic DNA analysis.

The grant application is due on May 22, 2024. If approved, the Police Department will move forward with submitting their application.

Contract Term
The contract term will be for two years beginning Oct. 1, 2024 through Sept. 30, 2026.

Financial Impact
No matching funds are required.

Responsible Department
This item is submitted by Assistant City Manager Lori Bays and the Police Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 80

Legal Services - Authorization to Enter into a Legal Services Agreement with Dentons US to Provide Outside Counsel Services for Department of Justice Investigation (Ordinance S-50841)

Request to authorize the City Attorney, through the City Manager or his designee, to enter into a legal services agreement with Dentons US to provide legal services to assist the City during the Department of Justice (DOJ) civil pattern or practice investigation, including any potential negotiations or litigation that may result from the investigation. Further request authorization for the City Controller to disburse all funds related to this item in an amount not to exceed $2,000,000.

Summary
The purpose of this agreement is to provide legal services to assist the City on any legal issues, including potential negotiation and litigation, related to the DOJ civil pattern or practice investigation.

Procurement Information
Legal services are exempt from the Procurement Code, and a formal solicitation was not required. However, a thorough process was completed for these legal services. The Law Department sought proposals from all lawyers and firms on the City's current outside counsel list and several firms not currently on the list. Proposals were evaluated by the DOJ project team, and finalists were selected and provided an opportunity to interview with the DOJ executive team.

Contract Term
The term of the agreement is one year, with two one-year starting on or about May 1, 2024.

Financial Impact
The aggregate value of the agreement will not exceed $2,000,000 for the three-year term. Funding is available in the Police and Law department budgets.

Responsible Department
This item is submitted by City Manager Jeffrey Barton and the Law Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 81

Legal Services - Contract for Legal Services with Steptoe & Johnson LLP (Ordinance S-50842)

Request to authorize the City Attorney, through the City Manager or his designee, to execute a contract with Steptoe & Johnson LLP (Steptoe). Further request authorization for the City Controller to disburse all funds related to this item. Expenditures will not exceed $2,000,000.

Summary
The purpose of this contract is to continue legal services with Steptoe to assist the City on legal issues related to the Department of Justice civil pattern or practice investigation. Such legal services shall include reimbursement for costs associated with subject matter experts and consultants hired by outside counsel. The last contract was extended by a letter agreement for continuing legal services until June 30, 2024, but additional funds are needed.

Procurement Information
Legal services are exempt from the Procurement Code. This contract is required to continue legal services critical to the City.

Contract Term
Upon approval, the term of the contract will be until June 30, 2025, with an option to renew through June 30, 2026.

Financial Impact
Additional funds are required in the amount of $2,000,000.

Concurrence/Previous Council Action
The City Council previously approved these legal services with Steptoe:

- Legal Services - Contract 155707 (Ordinance S-48214) on Dec. 15, 2021.
- Legal Services - Letter of Agreement extension (Ordinance S-50391) on Dec. 6, 2023.

Responsible Department
This item is submitted by City Manager Jeffrey Barton and the Law Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 82

San Francisco International Airport Purchase of Fourteen Phoenix Sky Harbor International Airport Buses (Ordinance S-50785)

The Aviation Department (AVN) requests authorization from the City Manager, or his designee, to conduct a noncompetitive sale with San Francisco International Airport (SFO), who has offered to purchase a maximum of 14, 40-foot ElDorado National Axess low-floor buses (Buses) at a price of $25,000 per bus. Further request to authorize the City Treasurer to accept all funds related to this item. The sale will not exceed a value of $350,000.

Summary

With the opening of Stage 2 of the Phoenix Sky Train on Dec. 20, 2022, AVN determined it no longer needed its fleet of 84, 40-foot buses.

Commencing on Sept. 22, 2022, SFO initiated a pilot program named GoSFO, which expanded airport shuttle service to areas not covered by other transit options. In an endeavor to expand their airport shuttle service, SFO approached AVN about the possibility of a direct purchase of fourteen buses.

The entire fleet of 40-foot shuttle buses owned by AVN are at or near the end of their useful life. AVN has retained six buses for use as a contingency to support special events, irregular airport operations, and PHX Sky Train maintenance operations. AVN has also retained six buses to be used for spare parts inventory. With the exception of the 14 buses requested by SFO, the remainder of the bus fleet have been sold at auction.

Procurement Information

According to Phoenix City Code 43-23B, surplus, unclaimed, or lost property not needed by City departments may be disposed of through a non-competitive sale with any other public entities, provided that such disposition is made pursuant to a request submitted to the CIty Manager. Disposal transactions estimated to exceed the payment ordinance threshold will be submitted to City Council for authorization.

Based on recent bus disposals through auction, AVN has determined it will receive significantly more revenue selling the 14 buses through this non-competitive offer than

through auction.

Financial Impact
AVN has adhered to the City's salvage protocol to dispose of the remaining 58 buses. The average auction proceeds per bus were $1,458, for a total of $84,550.

On Sept. 7, 2023, the SFO Airport Commission granted approval to procure a maximum of fourteen buses from AVN at a rate of $25,000 per bus, with total a sale amount of $350,000.

Location
Phoenix Sky Harbor International Airport, 2485 E. Buckeye Road
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: 5/1/2024, **Item No.** 83

Phoenix Sky Harbor International Airport Terminal 4 Infrastructure North Concourse 4 Passenger Boarding Bridges Replacement - 2-Step Construction Manager at Risk Services - AV21000112 FAA (Ordinance S-50791)

Request to authorize the City Manager, or his designee, to enter into an agreement with Clayco, Inc. to provide Construction Manager at Risk Preconstruction and Construction Services for the Phoenix Sky Harbor International Airport Terminal 4 Infrastructure North Concourse 4 Passenger Boarding Bridges Replacement 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 $12 million.

Summary

The purpose of this project is to replace six City-owned Passenger Boarding Bridges (PBBs) at Gates B23, B24, B25, B26, B27 and B28 of Phoenix Sky Harbor International Airport Terminal 4 North Concourse 4 (T4N4) with modern jet bridges that operate more efficiently, safely, and improve the passenger experience.

Clayco, Inc. will begin in an agency support role for Construction Manager At Risk Preconstruction Services. Clayco, Inc. will assume the risk of delivering the project through a Guaranteed Maximum Price (GMP) agreement.

Clayco, Inc.’s Preconstruction Services include, but are not limited to: project site survey and inventory of existing conditions; validate site constraints, site investigations and utility locations; attend all project meetings as necessary to maintain the project objectives; coordinate work with Owner and Design Team to secure all permits and approvals from various agencies; federal, state, county and local utility authorities; identify GMP packaging strategy and present alternate strategies to optimize the sequence of construction; provide detailed cost estimating and reconciliation with third party estimator for each design phase; provide value engineering / cost reduction efforts to optimize project budget; provide for construction phasing and scheduling; evaluate sequencing based on stakeholder feedback and minimize interruption to City operations; and participating with the City in a process to establish a Small Business Enterprise (SBE) goal for the project.

Clayco, Inc.'s initial Construction Services will include preparation of a GMP proposal provided under the agreement. Clayco, Inc. will be responsible for construction means and methods related to the project and fulfilling the SBE program requirements. Clayco, Inc. will be required to solicit bids from pre-qualified subcontractors and to perform the work using the City's subcontractor selection process. Clayco, Inc. may also compete to self-perform limited amounts of work.

Clayco, Inc.'s additional Construction Services include: demolish and remove six PBBs and installing new bridges located at T4N4; provide the necessary associated infrastructure required to support the new bridges; demolish and remove the glycol plant after installation of the six new bridges; provide the necessary associated electrical infrastructure to support the preconditioned air units on each bridge; provide additional distribution panel in support of the new bridge installation(s); provide necessary security access and ACAMS door controls for new bridges; prepare subcontractor selection plan; prepare a GMP proposal that meets City approval; arrange for procurement of materials and equipment; develop as needed time-scaled logic construction schedule and manage site operations; develop bid package instruction to bidders and solicit subcontractor bid proposals; maintain a safe work site for all project participants; maintain all project records in electronic format; and other work as required for a complete project.

Procurement Information
The selection was made using a two-step qualifications and price-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, including the scoring results, until an agreement is awarded. Two firms submitted proposals and are listed below.

Selected Firm
Rank 1: Clayco, Inc.

Additional Proposer
Rank 2: M. A. Mortenson Company

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 Clayco, Inc. will not exceed $12 million, including all subcontractor and reimbursable costs.

Funding is available in the Aviation Department's Capital Improvement Program budget. The Aviation Department anticipates grant funding for a portion of the project. 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 159048 (Ordinance S-50049) on July 3, 2023.

Location

Phoenix Sky Harbor International Airport: 2485 E. Buckeye Road
Council District: 8

Responsible Department

This item is submitted by Deputy City Managers Mario Paniagua and Alan Stephenson, the Aviation Department and the City Engineer.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 84

Request to Issue Terminal 4 Lobby Retail Revenue Contract Solicitation and Extend Current Retail Contract (Ordinance S-50820)

Request to authorize the City Manager, or his designee, to issue a Revenue Contract Solicitation (RCS) for a concession lease of a single Terminal 4 Lobby Retail Space at Phoenix Sky Harbor International Airport, and to extend Lease No.116300 with NewsWatch & Partners @ PHX, LLC f.k.a. NewsWatch, Inc./ a.k.a Delstar Companies, Inc. (NewsWatch) on a month-to-month basis until the new contract is awarded.

Summary

The goal of the RCS is to optimize sales and revenue over the term of the lease, provide quality and unique retail merchandise to passengers, emphasize local culture in the design of the facility and merchandise offerings, and select a Respondent with experience operating successful retail concessions in the United States and/or abroad.

This 1,715 square foot pre-security location will provide essential merchandise as a convenience, news, and gift store including reading materials, sundries, pre-packaged snacks, bottled/canned beverages, high tech accessories, souvenirs, gifts, and other miscellaneous merchandise.

The new RCS is scheduled to be issued on or about May 2024, with an estimated award in January 2025. The retail contract for this location is currently with NewsWatch (now owned by Paradies Lagardere) and will expire before the completion of the new solicitation and new lease execution. Extending the contract on a month-to-month basis will ensure uninterrupted service to airport passengers and employees during the solicitation process.

Procurement Information

The Aviation Department intends to conduct the RCS to select a vendor for the contract.

Responsive and Responsible Respondents will be evaluated according to the following criteria:

- Proposed Concept and Merchandise Plan

- Design and Quality of Tenant Improvement
- Management, Marketing, Operations, and Technology Plans
- Experience and Qualifications of respondent and partners (if any)
- Proposed Business Plan
- Financial Return to the City

The highest ranked Respondent will be recommended for the concession lease award. The Aviation Department intends to issue this solicitation on or about May 2024, with an estimated contract award in January 2025. The City's Transparency Policy will be in effect with the release of the RCS and throughout the process.

Contract Term
The contract term from the new concession lease will be 10 years with no renewal options.

The extension of the current lease with NewsWatch will be month-to-month and terminate upon execution of the new lease associated with this RCS award.

Financial Impact
Rent will be Minimum Annual Guarantee (MAG) or percentage of annual gross sales, whichever is greater. After the first year, MAG will be established at 85 percent of the prior year's annual rent or 100 percent of the MAG for the first year, whichever is greater. Rent shall not be less than the first year's MAG.

Concurrence/Previous Council Action
The Business Development Subcommittee recommended this item for approval on March 7, 2024, by a vote of 3-0.

The Phoenix Aviation Advisory Board recommended this item for approval on March 21, 2024, by a vote of 9-0.

The Transportation, Infrastructure, and Planning Subcommittee recommended this item for approval on April 17, 2024, by a vote of X-X.

Public Outreach
This process will include all standard and required outreach efforts and conduct targeted outreach efforts to attract interest.

Location
Phoenix Sky Harbor International Airport, 2485 E. Buckeye Road

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: 5/1/2024, **Item No.** 85

Automated Passenger Counting System Maintenance and Repair Contract RFA 24-0281 - Request for Award (Ordinance S-50823)

Request to authorize the City Manager, or his designee, to enter into a contract with Bridge Technology, Inc. to provide Automated Passenger Counting (APC) System maintenance and repair services at the Phoenix Sky Harbor International Airport. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contract will be up to $1,200,000.

Summary
The APC System is installed at all Phoenix Sky Train stations and counts passengers boarding and deboarding from the Phoenix Sky Trains. The passenger counting data is collected, processed, and stored in a web portal that can be accessed by the Aviation Department (Aviation). Aviation uses this data to ensure ongoing Phoenix Sky Train operations meet the daily and projected passenger demand.

This item has been reviewed and approved by the Information Technology Services Department.

Procurement Information
In accordance with City of Phoenix Administrative Regulation 3.10, standard competition was waived as a result of an approved Determination Memo based on Special Circumstances Without Competition.

Contract Term
The contract will begin on or about May 25, 2024, for a two-year term with three one-year options to extend for a total five-year contract.

Financial Impact
The aggregate contract value for the new contract will be up to $1,200,000 for the total five-year contract term.

Funding is available in the Aviation Department Operating Budget.

Location

Phoenix Sky Harbor International Airport - 2485 E. Buckeye Road
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: 5/1/2024, **Item No.** 86

One-Time Purchase of One Airfield Rescue and Fire Fighting Truck (Ordinance S -50799)

Request to authorize the City Manager, or his designee, to enter into a contract with Hughes Fire Equipment Inc. for the purchase of one Airfield Rescue and Fire Fighting (ARFF) truck. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contract will not exceed $3,000,000.

Summary
The Public Works Department seeks authorization to purchase an ARFF truck to replace an aging unit that has exceeded its 15-year life cycle. This unit will be utilized at the Phoenix Sky Harbor Airport in accordance with Federal Aviation Administration (FAA) regulations. ARFF trucks are essential to airfield rescue and required to support air carrier operations.

Procurement Information
In accordance with Administrative Regulation 3.10, standard competition was waived as a result of an approved Determination Memo based on the following reason: Special Circumstances Without Competition. Due to the unique build specifications reviewed and deemed acceptable by the Aviation and Public Works departments, Hughes Fire Equipment Inc. is being used.

Contract Term
The item will be for the one-time purchase of an ARFF truck, starting on or about Council approval, May 1, 2024.

Financial Impact
The contract value will not exceed $3,000,000.

Funding is available in the Aviation Department's capital budget.

Location
Phoenix Sky Harbor International Airport: 2485 E. Buckeye Road
Council District: 8

Responsible Department

This item is submitted by Deputy City Manager Mario Paniagua and the Aviation and Public Works departments.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 87

Intergovernmental Agreement with Regional Public Transportation Authority for RideChoice Program Services (Ordinance S-50835)

Request to authorize the City Manager, or his designee, to enter into an Intergovernmental Agreement (IGA) with the Regional Public Transportation Authority (RPTA) for the transition to, and use of, the Valley Metro RideChoice Program for users of Phoenix's Alternative Transportation Programs. Further request to authorize the City Controller to disburse funds related to this request.

Summary

In addition to bus, light rail, and Dial-a-Ride services, the City of Phoenix Public Transit Department (PTD) provides Alternative Transportation Programs (ATP) for Phoenix senior citizens and residents with disabilities through multiple subsidy programs. ATP allows flexibility for seniors and Americans with Disabilities Act (ADA)-certified individuals to plan taxi-based trips based on their individual needs. ATP services include:

- ADA Cab: Provides ADA-certified individuals the ability to schedule trips at their convenience and to locations of their choice.
- Senior Cab: Provides individuals 65 and older flexible transportation at their convenience and to locations of their choice.
- Jobs and Employment Transportation: Supports travel to and from jobs or employment training programs for residents with disabilities.
- Repetitive Medical Trips: Supports travel to and from repetitive medical appointments, such as dialysis treatment.

In 2023, PTD issued a Request for Proposals for ATP services and received no bids. As a result, PTD negotiated with the incumbent contractor, MV Transportation, and received City Council approval to extend ATP services through June 30, 2024. During this one-year extension, PTD staff has been working to seamlessly transition the approximately 600 users of Phoenix's ATP services to the similar Valley Metro RideChoice Program.

Effective July 1, 2024, RideChoice will serve eligible participants’ transportation needs,

making it easy to access a larger network of rideshare transportation providers, including Uber, Lyft, local taxicabs, and other wheelchair-accessible vehicles. Like ATP, RideChoice will offer continued flexibility to eligible Phoenix residents to plan trips based on their unique schedules.

RideChoice provides alternative travel options for ADA-certified individuals and seniors 65 years and older. Program features include on-demand travel, no requirements to book ahead, and no need for shared rides. RideChoice currently costs riders $3 for each one-way trip up to eight miles, with additional miles costing $2 each. Wheelchair-accessible services are also available, at no additional charge.

Phoenix Dial-a-Ride service is a separate program, and is not affected by this transition.

Contract Term
The IGA term will be effective from July 1, 2024, through June 30, 2034, with one option to extend the term an additional 10 years, if an extension is in the City’s best interest.

Financial Impact
The estimated cost for the first year of the program is $956,000. This request is for a funding amount not to exceed $12 million for the agreement's ten-year term. Like current ATP services, the program will be funded with T2050 and federal grant funds.

Responsible Department
This item is submitted by Deputy City Manager Mario Paniagua and the Public Transit Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 88

Scrap Metal Recycling Contract IFB 24-SW-036 - Request for Award (Ordinance S-50797)

Request to authorize the City Manager, or his designee, to enter into contracts with Rush Auto Recyclers, Inc., dba We Buy Scrap and Southwest Metals, LLC, to provide scrap metal recycling services, as needed, for ferrous and non-ferrous metals citywide. The total estimated revenue over the life of the contract is $1,850,000, with an estimated annual revenue of $370,000. Further request to authorize the City Treasurer to accept all funds related to this item.

Summary

This contract will provide scrap metal recycling services to include ferrous and non-ferrous metals such as sheet iron, aluminum, and brass. Consistent with the City's waste diversion and Climate Action Plan goals, this contract allows for the diversion of ferrous and non-ferrous metals from the landfill and repurposes these metals to contribute to a more sustainable future. Revenue generated from the sale of scrap metals will be used to offset operational expenses.

Procurement Information

An Invitation for Bid was processed in accordance with City of Phoenix Administrative Regulation 3.10. Two vendors submitted bids deemed responsive to posted specifications, and responsible to provide the required services. Revenue estimates were based on Fastmarkets and the iScrap Application. Following an evaluation based on percentage of index paid to the City of Phoenix, the procurement officer recommends award to the following vendors:

- We Buy Scrap, LLC
  Percentage of Index Paid:
  Sheet Iron = 80%
  Unprepared Iron = 80%
  Aluminum Mid = 80%
  Aluminum High = 80%
  Manhole Covers = 80%
  Brass Water Meters = 80%

- Southwest Metals, LLC:
  Percentage of Index Paid:
  Sheet Iron = 201%
  Unprepared Iron = 119%
  Aluminum Mid = 51%
  Aluminum High = 101%
  Manhole Covers = 127%
  Brass Water Meters = 91%

Contract Term
The contracts will begin on or about June 1, 2024, for an initial three-year term with two one-year options to extend.

Financial Impact
The estimated aggregate revenue is approximately $1,850,000 over the five-year term of the contracts. Actual revenue generation will fluctuate depending on market conditions and tonnage delivered.

Responsible Department
This item is submitted by Deputy City Manager Mario Paniagua and the Public Works Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 89

Agreement with Phoenix Union High School District to Accept and Process Recyclable Materials (Ordinance S-50802)

Request to authorize the City Manager, or his designee, to enter into an Agreement with the Phoenix Union High School District to accept and process recyclable materials collected in the Phoenix Union High School District and delivered to the City of Phoenix's Material Recovery Facilities (MRF). Additionally, request the City Council to grant an exception pursuant to Phoenix City Code section 42-20(B) to authorize inclusion of mutual indemnification language that otherwise would be prohibited by Phoenix City Code section 42-18(A) and (B). Further request to authorize the City Treasurer to accept, and for the City Controller to disburse, all funds related to this item.

Summary

The Phoenix Union High School District has requested to enter into an Agreement with the City of Phoenix to accept and process its recyclable material. The City of Phoenix can accept these materials with terms to address changing market conditions, resulting in lower commodity prices and increased processing costs from contamination in the recyclables. This Agreement will authorize the City of Phoenix to charge a processing fee to the Phoenix Union High School District for recycling tonnage processed at the City MRFs, which is designed to ensure all costs associated with processing recyclables are recovered by the fee. The terms of this Agreement include:

- In a market with low recycling commodity prices, the City of Phoenix will charge a processing fee to the Phoenix Union High School District, and no revenue share to the Phoenix Union High School District will be available.
- In a market with high recycling commodity prices, the Phoenix Union High School District will pay a processing fee and will receive 50 percent of the net revenue share and the City of Phoenix will receive the remaining 50 percent.

Annually, the Phoenix Union High School District will deliver up to 2,000 tons of recyclable materials to City of Phoenix facilities.

Contract Term
The one-year term of this Agreement will begin on or about July 1, 2024 and conclude on or about June 30, 2025. Provisions of the Agreement include four, one-year options to extend the agreement.

Financial Impact
The Phoenix Union High School District will be paying Phoenix to accept recyclables to cover all expenses associated with proper handling of the materials. If recycle market prices increase during the term of the agreement, Phoenix and Phoenix Union High School District would share the additional revenue at a 50/50 split. Funds for the revenue share payments to the Phoenix Union High School District are available in the Public Works Department's budget.

Location
North Gateway Material Recovery Facility, 30205 N. Black Canyon Hwy.
27th Avenue Material Recovery Facility, 3060 S. 27th Ave.
Council Districts: 2 and 7

Responsible Department
This item is submitted by Deputy City Manager Mario Paniagua and the Public Works Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 90

Reciprocal Agreement with Waste Management for Disposal of Solid Waste (Ordinance S-50805)

Request to authorize the City Manager, or his designee, to enter into a Reciprocal Agreement with Waste Management to manage solid waste materials delivered for processing or disposal at City facilities. This agreement will be conducted as a true balanced reciprocal agreement to a ton-for-ton basis with no monetary exchange required.

Summary

The City of Phoenix and Waste Management mutually agree it is beneficial and good business for each party to use the transfer station owned by the other on a reciprocal basis to support operations. This agreement allows business efficiency for managing refuse collection and disposal with vehicle routing that reduces excessive travel time and distances, reduces air pollution, and maximizes fuel economy.

Contract Term

The initial one-year contract shall begin on or about May 1, 2024, with four one-year options to extend.

Financial Impact

This agreement will be conducted as a ton-for-ton exchange with no monetary value. In the event of an emergency that requires either party to exceed the agreed upon amount of tonnage, the exceeding party will be compensated by paying the disposal associated gate rate or price per ton.

Responsible Department

This item is submitted by Deputy City Manager Mario Paniagua and the Public Works Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 91

Maintenance and Repair of Truck, Cylinder and Other Industrial Scales IFB 19-115 - Amendment (Ordinance S-50789)

Request to authorize the City Manager, or his designee to allow additional expenditures under Contract 151122 with Southwestern Scale Co, Inc. to provide maintenance and repairs of truck, cylinder, and other industrial scales used by the Public Works and Water Services departments. Further request to authorize the City Controller to disburse all funds related to this item. The additional expenditures will not exceed $136,000.

Summary
This contract will provide services to replace and repair the scales used at City-owned transfer stations and open landfill as needed. Working scales are imperative to operations, as all transactions inbound must be weighed to ensure proper billing is conducted. Repair and calibration of truck scales is necessary for regulatory compliance at several Wastewater Treatment Plants and Water Treatment Plants. The vendor is paid by the weight of the haul, so it is extremely important the truck scales, at every location, are accurate and in good condition.

Contract Term
The contract term remains unchanged, expiring on Oct. 31, 2024.

Financial Impact
Upon approval of $136,000 in additional funds, the revised aggregate value of the contract will not exceed $1,068,000. Funds are available in the Public Works and Water Services departments' budgets.

Concurrence/Previous Council Action
The City Council previously reviewed this request:
• Maintenance and Repair of Truck, Cylinder and Other Industrial Scales - Contract 151122 (Ordinance S-46106) on Oct. 16, 2019.

Responsible Department
This item is submitted by Deputy City Managers Mario Paniagua and Ginger Spencer and the Public Works and Water Services departments.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 92

Large Diameter Sanitary Sewer Rehabilitation - Job Order Contracting Services - JOC228 (Ordinance S-50784)

Request to authorize the City Manager, or his designee, to enter into separate master agreements with five contractors listed below, to provide Citywide Large Diameter Sanitary Sewer Rehabilitation 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 total fee for all services will not exceed $100 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 should be prohibited by Phoenix City Code 42-18. This authorization excludes any transaction involving an interest in real property.

Summary

The Job Order Contracting (JOC) contractors' services will be used on an as-needed basis to provide large diameter sanitary sewer rehabilitation services for the wastewater collection system, utilizing primarily the cured-in-place (CIPP) felt and resin lining process. Occasionally, the work may include dig-and-replace in lieu of CIPP lining of existing pipe. Additionally, the JOC contractors will be responsible for fulfilling Small Business Enterprise program requirements.

Procurement Information

The selections were made using a qualifications-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. Seven firms submitted proposals and are listed below.

Selected Firms
Rank 1: TF Contracting Services LLC
Rank 2: SAK Construction LLC
Rank 3: B & F Contracting, Inc.
Rank 4: Iron Horse Pipeline Services LLC
Rank 5: IRC West LLC dba Insta-Pipe SW

Additional Proposers
Rank 6: Achen-Gardner Construction, L.L.C.
Rank 7: Vortex Lining Systems, LLC

Contract Term
The term of each master agreement is for up to five years, or up to $20 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 value for each of the JOC contractors will not exceed $20 million, including all subcontractor and reimbursable costs. The total fee for all services will not exceed $20 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 Capital Improvement Program and/or Operating budgets. 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.

Responsible Department
This item is submitted by Deputy City Managers Ginger Spencer and Alan Stephenson, the Water Services Department and the City Engineer.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 93

16-Inch Zone 1 Carver Road to Elliot Road from 51st Avenue to 35th Avenue - Construction Manager at Risk Construction Services Amendment - WS85500440 (Ordinance S-50786)

Request to authorize the City Manager, or his designee, to execute an amendment to Agreement 156126 with PCL Construction, Inc. to provide additional Construction Manager at Risk Construction services for the 16-Inch Zone 1 Carver Road to Elliot Road from 51st Avenue to 35th Avenue 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 $4.5 million.

Summary

The purpose of this project is to install approximately 11,339 feet of 16-inch combination transmission and distribution pipe, valves, fittings, hydrants and service connections from Carver Road to Elliot Road and from 51st Avenue to 35th Avenue. The project will help provide water services to future developments in the Laveen area.

This amendment is necessary because of increased scope of work to meet agency requirements and higher than anticipated budgeted cost due to the escalation in materials and labor cost for the project. This amendment will provide additional funds and time to the agreement.

Contract Term

The term of the agreement amendment 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 initial agreement for Construction Manager at Risk Preconstruction Services was approved for an amount not to exceed $30,000, including all subcontractor and reimbursable costs.

- The initial agreement for Construction Manager at Risk Construction Services was approved for an amount not to exceed $7,731,000, including all subcontractor and reimbursable costs.
- This amendment will increase the agreement by an additional $4.5 million, for a new total amount not to exceed $12,261,000, including all subcontractor and reimbursable costs.

Funding for this amendment 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 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:

- Construction Manager at Risk Preconstruction Services 154549 (Ordinance S-47674) on June 16, 2021; and
- Construction Manager at Risk Construction Services Agreement 156126 (Ordinance S-48508) on April 20, 2022.

Location
Carver Road to Elliot Road from 51st Avenue to 35th Avenue
Council District: 8

Responsible Department
This item is submitted by Deputy City Managers Ginger Spencer and Alan Stephenson, the Water Services Department and the City Engineer.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 94

Traffic Count Services Contract - RFQ 24-0196 - Request for Award (Ordinance S -50790)

Request to authorize the City Manager, or his designee, to enter into a contract with United Civil Group Corporation to provide traffic count services for the Street Transportation Department. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contract will not exceed $203,000.

Summary

This contract will provide traffic count services for the Street Transportation Department for the purpose of collecting vehicle, pedestrian, and bicycle counts, including turning movement counts at mid-block, signalized or unsignalized intersections, or any other location identified by the City. The traffic data collected under this contract will be used for the City Traffic Volume Map, traffic signal and High intensity Activated CrossWalK (HAWK) pedestrian signal warrant studies, speed studies, and all other special studies that support traffic operations' functions.

Procurement Information

A Request for Quote procurement was processed in accordance with Administrative Regulation 3.10.

Two offerors submitted quotes and were deemed to be responsive and responsible per the posted specifications. Following an evaluation based on price, responsiveness to all specifications, terms and conditions, and responsibility to provide the required services, the following low-price bid vendor has been selected for the award recommendation.

Selected Offer
United Civil Group Corporation

Contract Term

The contract will begin on or about April 1, 2024, for a two-year term with three, one-year options to extend.

Financial Impact

The aggregate contract value will not exceed $203,000. Funding is available in the Street Transportation Department's operating budget.

Responsible Department
This item is submitted by Deputy City Manager Alan Stephenson and the Street Transportation Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 95

Generator Maintenance, Inspection, and Repair Services - IFB 22-FMD-044-Amendment (Ordinance S-50794)

Request to authorize the City Manager, or his designee, to execute an amendment to Contract 156295 with Loftin Equipment Company to add the Street Transportation Department as a contract user and to increase expenditure authority for the contract. Further request to authorize the City Controller to disburse all funds related to this item. The additional expenditures will not exceed $21,000.

Summary
This contract will provide annual and interval inspections, maintenance, and repair services on an as-needed basis for generators within the Street Transportation Department facilities. The generators provide electrical power to critical locations and systems in the event of a utility electrical power loss. This agreement also provides services for the facilities maintained by the Aviation, Phoenix Convention Center, Public Works, and Water Services departments.

Contract Term
The contract term remains unchanged, ending on May 31, 2027.

Financial Impact
Upon approval of $21,000 in additional funds, the revised aggregate value of the contract will not exceed $1,110,600. Funds are available in the Street Transportation Department’s operating budget.

Concurrence/Previous Council Action
The City Council previously approved this request:

- Generator Maintenance, Inspection, and Repair Services Contract 156295 (Ordinance S-48559) on May 11, 2022.

Responsible Department
This item is submitted by Deputy City Manager Alan Stephenson and the Street Transportation Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 96

Upside Down Marking Paint Supply - Requirements Contract - IFB 21-129 - Amendment (Ordinance S-50800)

Request to authorize the City Manager, or his designee, to allow additional expenditures under Contract 155140 with Arizona Water Works Supply for the purchase of upside down marking paint for Citywide use. Further request to authorize the City Controller to disburse all funds related to this item. The additional expenditures will not exceed $91,000.

Summary
This contract provides upside down marking paint to Citywide departments on an as-needed basis to complete field markings on a variety of surfaces during events and projects throughout the City of Phoenix. The upside down paint is used for layout lines on new black top asphalt to guide the application of permanent traffic paint.

Contract Term
The contract term remains unchanged, ending on Sept. 7, 2026.

Financial Impact
Upon approval of $91,000 in additional funds, the revised aggregate value of the contract will not exceed $316,000. Funds are available in the Street Transportation Department’s budget.

Concurrence/Previous Council Action
The City Council previously approved this request:

- Upside Down Marking Paint Supply - Requirements Contract 155140 (Ordinance S-47846) on Aug. 25, 2021.

Responsible Department
This item is submitted by Deputy City Manager Alan Stephenson and the Street Transportation Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 97

Rio Reimagined: 3rd Street Rio Salado Bicycle/Pedestrian Bridge - Engineering Services Amendment - ST87600140 (Ordinance S-50821)

Request to authorize the City Manager, or his designee, to execute an amendment to Agreement 159422 with T.Y. Lin International, Inc. to provide additional Engineering Services for the Rio Reimagined: 3rd Street Rio Salado Bicycle/Pedestrian Bridge 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 $1,113,000.

Summary

The purpose of this project is to design a bicycle and pedestrian bridge across the Rio Salado River along the 3rd Street alignment and to improve the southern bank trails of the Rio Salado River by adding low-emitting solar pedestrian-scale lighting and pathway amenities in the south side of the Rio Salado River footprint between Central Avenue and 40th Street.

This amendment is necessary to complete the final design of the project together with completing environmental requirements, independent design check for the bridge design, and collaborative work with the Construction Manager At Risk Contractor. This amendment will provide additional funds to the agreement.

Contract Term

The term of the agreement will remain unchanged. 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 the Engineering Services was approved for an amount not to exceed $2,800,000, including all subconsultant and reimbursable costs.
- This amendment will increase the agreement by an additional $1,113,000, for a new total amount not to exceed $3,913,000, including all subconsultant and

reimbursable costs.

Funding for this amendment will utilize federal funds and is subject to the requirements of the Rebuilding American Infrastructure with Sustainability and Equity program. The funding is available in the Street Transportation Department's Capital Improvement Program. 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 159422 (Ordinance S-50284) on Nov. 1, 2023.

Location
3rd Street alignment across the Rio Salado/Salt River and along the south side of the Salt River from Central Avenue to 40th Street
Council District: 8

Responsible Department
This item is submitted by Deputy City Manager Alan Stephenson, the Street Transportation Department and the City Engineer.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 98

Apply for Federal Funding for Transportation Projects in Federal Fiscal Years 2027 and 2028 (Ordinance S-50798)

Request to retroactively authorize the City Manager, or his designee, to apply for, accept and if awarded, disburse funds and enter into agreements for federal transportation funding passed through the Arizona Department of Transportation (ADOT) in coordination with the Maricopa Association of Governments (MAG). Further request an exemption from the indemnification prohibition set forth in Phoenix City Code section 42-18 for a governmental entity pursuant to Phoenix City Code section 42-20. If awarded, further request to authorize the City Treasurer to accept, and the City Controller to disburse, all funds related to this item.

Summary

On Jan. 4, 2024, MAG announced a Call for Projects for Federal Fiscal Years (FFYs) 2027 and 2028 Highway Safety Improvement Program (HSIP) grant applications. HSIP funds are programmed statewide on a competitive basis. The grant application process is managed through MAG in collaboration with ADOT. Grant applications are being accepted for qualifying road safety improvements in FFYs 2027 and 2028. MAG member agencies are encouraged to apply.

The Street Transportation Department aims to pursue federal funding whenever solicitations are made by MAG that align with the City's transportation goals and objectives. This recent MAG Call for Projects was an opportunity to leverage City dollars while increasing the City's ability to complete more transportation-related projects that enhance the community. Staff prepared and submitted several grants consistent with adopted goals and objectives; two applications focused on traffic signal upgrades and two on new High-intensity Activated Crosswalks (HAWKs).

The grant deadline was April 11, 2024.

Financial Impact

The maximum federal participation rate is 94.3 percent with a minimum local match of 5.7 percent of the total construction cost. The funding covers construction only and does not cover any design, environmental studies, or other federal clearances that are required as a part of the federal delivery process. The Street Transportation

Department submitted several applications for consideration. The minimum local match would require the City to fund approximately $400,000 to obtain $4,500,000 in federal funds for construction.

Funding is available in the Street Transportation Department's Capital Improvement Program budget.

Responsible Department
This item is submitted by Deputy City Manager Alan Stephenson and the Street Transportation Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** *99

ITEM REVISED (SEE ATTACHED MEMO) Request to Amend Development Agreement with Chamberlain Development, LLC (Ordinance S-50804)

Request authorization for the City Manager, or his designee, to execute an amendment to Agreement 155403 with Chamberlain Development, LLC, to provide additional funding to address the increased project cost to construct a 15-inch sewer line on 59th Avenue south of Lower Buckeye Road. Further request to authorize execution of this amendment to the agreement as necessary within the Council approved expenditure authority as provided below, and for the City Controller to distribute the necessary funds related to this item.

Summary

The development is 15 acres of real property, located at the northeast corner of 59th Avenue and Lower Buckeye Road within the City of Phoenix. Chamberlain Development, LLC (referred to here in as the "Developer") agreed to design, construct, and dedicate to the City a 600 foot 15-inch sewer main extension, and the City has agreed to reimburse the cost of design and constructing of the new sewer main.

The Developer completed the construction of the sewer main in January 2024. Due to field condition change orders and inflation, the final project cost increased from $410,000 to $886,309. The City agrees to amend the agreement to increase both the project cost and reimbursement payment to reflect the increased cost.

Contract Term

The contract will expire on Oct. 25, 2026, or when the City issues final acceptance to the new sewer main, whichever occurs first.

Financial Impact

The initial authorization for the agreement was for an expenditure not to exceed $410,000. This amendment will increase the authorization by $476,309 for a new total not to exceed of $886,309. The additional funding will come out of the City's Estrella South Wastewater Impact Fee.

Concurrence/Precious Council Action

The City Council approved:

- Development Agreement between the City of Phoenix and Chamberlain Development LLC (Ordinance S-47946) on Sept. 15, 2001.

Location
Council District 1

Responsible Department
This item is submitted by Deputy City Manager Ginger Spencer and the Water Services Department.

City of Phoenix

To: Ginger Spencer
Deputy City Manager

Date: April 29, 2024

From: Troy Hayes
Water Services Director

Subject: CORRECTION TO ITEM 99 ON THE MAY 1, 2024, FORMAL AGENDA – REQUEST TO AMEND DEVELOPMENT AGREEMENT WITH CHAMBERLAIN DEVELOPMENT, LLC (ORDINANCE S-50804)

The purpose of this memo is to modify the current District listed as District 1 to District 7 on Council Action Item 99 on the May 1, 2024, Formal agenda.

Approved by: _____
Ginger Spencer, Deputy City Manager

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 100

Abandonment of Easement - ABND 230068 - 3131 W. Via Dona Road (Resolution 22198)

Abandonment: ABND 230068
Project: 13-1972
Applicant: Heidi Tilson; Coe & Van Loo Consultants
Request: To abandon a one-foot vehicular non-access easement, adjacent to the west of property line of 3131 W Via Dona Road
Date of Decision: Feb. 22, 2024

Location
Generally located at 3131 W. Via Dona Road
Council District: 1

Financial Impact
Pursuant to Phoenix City Code Article 5, section 31-64 (e), as the City acknowledges the public benefit received by the generation of additional revenue from the private tax rolls and by the elimination of third-party general liability claims against the City, maintenance expenses, and undesirable traffic patterns, also replatting of the area with alternate roadways and new development as sufficient and appropriate consideration in this matter.

Responsible Department
This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 101

Approval of Phil Gordon Threatened Building Grant - Yaun Ah Gim Groceries - 1002 S 4th Ave. (Ordinance S-50818)

This report requests the City Manager, or his designee, to enter into the necessary agreements and conveyances with Omar Fabian related to a Phil Gordon Threatened Building Grant of up to $200,000 to assist with the rehabilitation of the historic Yaun Ah Gim Groceries located at 1002 S. 4th Ave. Further request for the City Controller to disburse all funds related to this item.

Summary

Located at the southwest corner of 4th Avenue and Tonto Street in the Grant Park Neighborhood, Yaun Ah Gim Groceries is a rare, Chinese-owned, commercial and multi-unit residential complex dating to the 1920s. The property was listed in the National Register of Historic Places in 1984 and is currently being listed on the Phoenix Historic Property Register, with City Council approval scheduled for May 1, 2024.

The buildings have been vacant for several decades and are currently in poor condition. Portions of the brick wall of the store have crumbled, and the roof of the duplex has collapsed. The fourplex also has serious issues, with gaps in the walls. A significant amount of repair will be required to bring the buildings back to productive use.

Given the state of the property, the owner, Omar Fabian (who acquired it in September 2023), has indicated his desire to apply for an historic preservation threatened building grant.

To help gain a better understanding of the work that will be required to rehabilitate the property, the Historic Preservation (HP) Office has contracted for a building condition assessment report. This report will provide an overview of the most critical items that need to be addressed and will provide cost estimates for rehabilitation. It will also consider possible new uses for the store, duplex, and fourplex, as well as code considerations.

At this time, the HP Office has $200,000 in threatened building grant funds available

for the current fiscal year that ends on June 30, 2024. Staff recommends allocating those funds to this project, while the building condition assessment report is in-progress to move the project forward. Once the report is completed, staff will develop a scope of work for the grant project that is consistent with the report recommendations and grant program guidelines. It will likely consist of foundation repairs, roof repairs and replacement, structural reinforcement, masonry repair and mortar repointing, door and window repair and replacement, and repainting.

If approved, the grant funds will be disbursed to the applicant on a reimbursement basis. The applicant will be required to provide evidence of a dollar-for-dollar match.

Financial Impact
The requested amount is $200,000. In exchange for the grant funds, the City will receive a 30-year conservation easement. The easement will require that the property be preserved and that it be insured and maintained in good repair once rehabilitation is completed.

Concurrence
The Historic Preservation Commission recommended approval of this item on March 18, 2024, by a 8-0 vote.
The Transportation, Infrastructure and Planning Subcommittee recommended approval of this item on April 17, 2024, by a 4-0 vote.

Location
1002 S. 4th Ave.
Council District: 8

Responsible Department
This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development Department.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 102

Approval of Phil Gordon Threatened Building Grant - First Baptist Church - 302 W Monroe St. (Ordinance S-50792)

This report requests the City Manager, or his designee, to enter into the necessary agreements and conveyances with Abbey Historic Restoration Limited Partnership related to a Phil Gordon Threatened Building Grant of up to $137,000 to assist with the rehabilitation of the historically designated First Baptist Church located at 302 W. Monroe St. Further request for the City Controller to disburse all funds related to this item.

..Report

Summary

The First Baptist Church was constructed in 1929 and dedicated in 1930. It was listed in the National and Phoenix historic property registers for its architectural significance as an example of the Italian Gothic Style with Moderne overtones as applied to religious architecture. Although the building was originally of substantial construction with high quality materials, finishes, and detailing, it suffered serious damage in 1984, when a fire broke out in the building. The roof structure over the west wing remained intact, while the bell tower's hipped tile roof was damaged, such that it was eventually determined hazardous and its tiles had to be removed. Water damage from fighting the fire also caused additional damage and loss of the building's features and ornamentation.

Previous rehabilitation work on the property includes the following:

- 1984 - Emergency stabilization after the fire and the erection of temporary bracing
- 1992 - City-mandated work in accordance with a stabilization plan to reduce the hazardous conditions and remove bracing from the public rights-of-way
- 1999 - AZ Heritage Fund grant project (No. 649404) rehabilitating the south facade features, fixtures and ornamentation and the window and doors of the church
- 2014-2015 - Installation of interior steel supports connected to exterior masonry to meet City structural requirements
- 2019-2023 - Repair of the historic stucco and plaster and reconstruction of the historic doors and windows

In 2015, the City provided a Demonstration Project grant in the amount of $82,156 to repair the portions of the roof that remain on the building and to reimburse for structural engineering expenses. In exchange for the grant funds, the City received a 25-year conservation easement on the exterior of the building.

In 2019, the Community and Economic Development Department provided a Demonstration Project grant in the amount of $200,000 for stucco and plaster repairs and reconstruction of doors and windows. In exchange for the grant funds, the City received an additional 30-year conservation easement that will terminate in 2071.

The applicant is requesting additional funding to continue rehabilitation of the historic building. The proposed work includes the repair of the rose window and the columns which once held the proscenium arch, courtyard plaster, exterior stucco, as well as repair of broken brickwork (**Attachment A**). The larger rehabilitation project is being undertaken as a federal Historic Preservation Tax Credit project, so all work will conform to the Secretary of the Interior's Standards for Rehabilitation, as well as the City of Phoenix General Design Guidelines for Historic Properties.

The cost of the proposed work is estimated to be $387,809 (**Attachment B**). If approved, the grant funds will be disbursed to the applicant on a reimbursement basis. The applicant will be required to provide evidence of a dollar-for-dollar match.

Financial Impact

The requested amount is $137,000. In exchange for the grant funds, the City will add 25 years to the term of the existing conservation easement, providing protection for the building through Jan. 15, 2096. The other terms of the easement will remain the same. Funding is available in the Historic Preservation Office Program Budget for grants and subsidies under the classification of the Phil Gordon Threatened Building Program.

Concurrence/Previous Council Action

- The Historic Preservation Commission recommended approval of this item on Feb. 12, 2024, by a 7-0 vote.
- The Transportation, Infrastructure and Planning Subcommittee recommended approval of this item on April 17, 2024, by a 8-0 Vote.

Location

302 W. Monroe St.
Council District: 7

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development Department.

City of Phoenix
PLANNING & DEVELOPMENT DEPARTMENT
HISTORIC PRESERVATION OFFICE

Phil Gordon Threatened Building
Grant Program Application

In completing the application, please be as concise as possible, read all questions before answering to avoid repetition and write legibly in pen or type. You may include continuation sheets if needed. All required supplemental information must be included and be unbound.

I. APPLICANT COVER LETTER

Please include a cover letter from the property owner or authorized person submitting on behalf of the owner summarizing the request for grant funds. Briefly describe the overall project purpose and the eligible work items. Indicate the total project budget, dollar amount for eligible work items, the total amount requested, and the match that will be provided.

II. APPLICANT AND PROPERTY INFORMATION

Applicant: Abbey Historic Restoration Limited Partnership

Legal Name of Property Owner: Abbey Historic Restoration Limited Partnership

Mailing Address: 502 West Roosevelt, Phoenix, Az 85003

Phone: 602-258-5521 Email Address: terrygoddardaz@gmail.com

Property Address: 302 West Monroe, Phoenix, Az 85003

Historic District (or name of individually-listed/eligible building): First Baptist Church

Current Use of Property: vacant

Is Property Vacant? ■ Yes ☐ No If Yes, Length of Time Vacant? Since 1972

Date Current Owner Purchased Property: 2015

Historic Preservation Office Use Only:
Historic Status:

☐ Individually Designated	☐ Contributor to an Historic District
☐ Eligible / Not Currently Designated	☐ Non-contributor with Potential
☐ Designation in Progress	☐ Non-contributor without Potential

III. HISTORIC PROPERTY INFORMATION

1. **Historical/Architectural Significance. Briefly describe the historical and/or architectural significance of your property, including the date of construction, architect/builder if known, construction method, original use of property, and subsequent uses over the years.**

Constructed in 1929, the First Baptist Church was listed on the NRHP in 1982 for its architectural significance. Its Italian Gothic style with Moderne overtones was selected by the national office of the American Baptist Mission Society as an appropriate style for its location in Phoenix. Its progressive design, with an auditorium for religious events instead of a sanctuary, a stage with a proscenium arch and curtains instead of a formal altar was reflective of the changing religious practices of churches in the early twentieth century. It was designed by George Merrill of New York, Fitzhugh and Byron were the local architects.

Historically, First Baptist is significant as one of the few surviving examples of the major buildings which characterized Phoenix as the town evolved into a city during the 1920s. The church's substantial size and form and its architectural excellance is representative of the best of the commercial, public and institutional buildings of this period. It was a central feature of the church row on the north border of Phoenix in the early 1900s, where major church structures stood on West Monroe Street, facing south. The building was constructed on the site of a former Baptist church built in 1903. The 1929 building was brick with exterior stucco.

For more information or for a copy of this publication in an alternate format, contact Planning & Development at (602) 262-7811 voice / (602) 534-5500 TTY.

2. **Property Description. Briefly describe the primary exterior features of your property, including information on style and materials of exterior siding/finishes, roof, doors/windows, porches, and any decorative or unique features of the property. For these features, indicate whether they are original or altered/replaced, and if they were altered/replaced when this occurred (if known).**
(from the NRHP description) The First Baptist Church is four-story building with a square 105' bell tower at its southeast corner. The structure is divided into two parts: the main building and a two-story 1949 addition on the west. The east side of the building had a three-story symmetrical central mass framed by the bell tower to the south and a three-and-a-half story projecting wing on the north. The roofs of the main building and the southern portion of the west addition were gabled and sheathed with red clay Spanish tiles. The bell tower has a hipped Spanish tile roof. The roof of the east side of the central mass is flat and was originally intended for use as a roof garden. The main facade of the building raised to a gable with a stepped parapet. The primary building entrance is provided through three pointed-arch doorways flanked by stepped cast stone pilasters decorated with Italian Gothic motifs. Above the doorway is a triforium composed of three sets of pointed arches and above it is a central clerestory flanked on each side by sets of recessed quatrefoils. A large cast stone pointed arch is centered on the facade above the clerestory windows which contains a rose window. The building is masonry construction, two to five bricks wide, covered with stucco, originally with a tinted lime wash. Most of the building's exterior features have remained intact.

   A major fire in 1983 destroyed the roof and much of the central sanctuary.

3. **Historic Property Inventory Form. Attach a copy of the Historic Property Inventory Form (if available from the City of Phoenix HP Office) for your property.**

4. **Photographs. Attach color photographs showing overall site, street views, all exterior facades and close-up views of original/decorative features, and areas where work is to be performed. Include interiors if the request includes interior work. Label views (i.e., north façade, east wood casement window).**

5. **Property Condition. Describe the overall condition of the property, providing descriptive information on areas that are deficient or deteriorated. If an architectural or structural assessment has been performed, please attach. All requests for structural work need to include a structural assessment.**
Although the building was constructed using with high-quality materials, finishes and detailing, it suffered serious damage in 1984 when a fire broke out in the building while it was awaiting rehabilitation as a certified rehabilitation project. The pre-dawn fire on January 5, 1984 caused $650,000 of damage and destroyed a number of significant interior features. Starting in a second floor corridor, the fire quickly moved upward to the main auditorium attic resulting in its Spanish tile roof collapsing into the sanctuary. The roof structure over the west wing remained intact. The bell tower's hipped tile roof was damaged but has been restored. Water damage from fighting the fire caused additional damage and loss of the building's features and ornamentation. Over the past decades, exposure to the sun and rain has caused the interior features to continue to deteriorate. To address the safety issues resulting from a damaged and compromised structure, an extensive system of steel structural beams has been installed.

6. **Previous Rehabilitation Work. Briefly describe previous rehabilitation work you have already completed on your property as well as work that you are aware of that was conducted by previous owners. List the major work items and the year work was done.**
1984 - Emergency stabilization after the fire and the erection of temporary bracing

   1992 - City-mandated work in accordance with a stabilization plan to reduce the hazardous conditions and remove bracing from the public rights-of-way

   1999 - AZ Heritage Fund grant project (No. 649404) rehabilitating the south facade features, fixtures and ornamentation and the window and doors of the church

   2005 - City - Bell Tower Re-roof 2014-15

   2015-17 - Installation of interior steel supports connected to exterior masonry to meet City structural requirements

   2023 - Restoration of the courtyard and west portion of the building.

IV. PROJECT INFORMATION

1. **Project Purpose. Describe the primary purpose and objectives for the proposed project for which grant funds would be expended, and the proposed use of the building. Will the property be occupied at the end of the project, and if so, with what use?**

   Threatened building funds will be used to restore the plaster walls for the former Sanctuary (now the Courtyard) and to have histroically appropriate expert restoration of the significant features of the columns which supported the proscenium arch and the rose window. If funds are available, the restoration of the three remaining historic pews would be a priority and the equiping of the four south facing doors with the required emergency exit hardware.

   The project intends to make the restored portion of the property available for public use. Projected uses include, public gatherings and entertainment in the Courtyard, a restaurant in the former Chapel with an adjoining kitchen, a catering kitchen and a dining room on the second floor for public functions including weddings, lectures and entertainment.

2. **Contribution to Community Goals. Describe how the project contributes to community values, city economic development goals, and/or (where applicable) to the city downtown vision. If you have coordinated with neighborhood or community associations (highly encouraged), please describe and attach documentation (letters of support).**

   The restored building, to be known as the Monroe Street Abbey, will become an important part of downtown Phoenix. This significant buildingshould be a "must see" attraction featuring aspects of Phoenix' historic past that have been largely forgotten. It will be a major contributor to the emerging downtown arts and entertainment district. The Abbey will provide a much needed connection with the area's history and the tradition of architecturally significant buildings. The commercial tenants in the Abbey will be encouraged to employ residents of the adjoining low income housing. Over the past several years, he project has been presented to the Phoenix Historic Preservation Commission, the Roosevelt Neighborhood Association and, most recently, to the Downtown Voices Coalation to an enthusiastic response.

3. **Project Plan. Describe how the proposed project fits into an overall plan to rehabilitate the building.**

   Of necessity, most of the rehabilitation budget has focused the steel internal structure and the improvemens necessary for hosting public finctions (kitchen facilities, restrooms and a service elevator). The important details of historic preservation have been left out of the equation for financial reasons. Hiring EverGreene Architectural Arts Inc from New York to guide the restoration and preservation of the Rose Window and the columns which once held the proscenium arch will be an important part of preserving and presenting the building's historic aspects in the most authentic way. This concern is also true of restoring and reinforcing the stucco in the Courtyard (tricky since the wall stucco was intended to be on interior walls which are now exterior) and the Narthex (entrance area) on the south side of the building. Restoration of the historic pews for eventual public use is also highly desirable.

4. **Project Work Scope, Budget and Time Schedule.**

   a.) **Cost estimates.** Cost estimates for all work items must be provided by licensed contractors, a construction estimator or other qualified individuals. Please attach actual estimates to the application. At least one cost estimate is required for each work item. The city HP Office solely determines if the estimates are adequate. If multiple bids are received, the applicant does not need to pick the lowest bid.

   b.) **Itemized budget.** Include an itemized project list and budget for entire proposed project (including items not to be funded with Historic Preservation grant funds) using the form in Appendix A. The applicant must demonstrate that the project items he/she is funding independently are equal or greater in dollar amount than those items in the grant request.

6. **Drawings/Building Assessments. Please attach:**

   a.) **Scaled site plan** showing location of main buildings, all outbuildings, existing & proposed fences and walls, and property lines. (This can be hand drawn or professionally drawn) If additions, demolitions or other site changes are proposed, please indicate on site plan. Indicate all areas of proposed work on the site plan (Note: Historic Preservation grant funds cannot be used for site work, new additions, or demolitions of historic building fabric).

   b.) **Conceptual Architectural plans or elevations** drawn to scale showing all building facades on which work is to be performed, with notes depicting locations/description of specific work items. Include roof plan when structural roof work is proposed. Color elevations are strongly encouraged. The HP Officer can agree to waive plans and elevations on a case-by-case basis depending on project circumstances and scope of work.

   c.) **Structural or architectural building assessments** that have already been completed for this building(s) where applicable.

V. INFORMATION ON PRIMARY LIENHOLDERS

The city's purchase of the Conservation Easement requires the consent of all lienholders. A title report will be obtained by the City to verify all information provided. Accuracy of this information is critical. Consent from the lienholder(s) must be received prior to disbursement of any funds.

1. Primary mortgage company: Local Initiatives Support Corporation (LISC)

   Contact person: Yan Jiang

   Correspondence address: 28 Liberty Street, 34th Floor, New York, NY 10005

   (Note: This is usually different than the payment address)

   Company telephone number: 212.455.9827

   Company fax number:

   Loan number:

2. Secondary mortgage company: Arizona Community Foundation

   Contact person: Sarah Liguori

   Correspondence address: 2201 E. Camelback Road, Suite 405B, Phoenix , Arizona 85016

   (Note: This is usually different than the payment address)

   Company telephone number: 602.381.1400

   Company fax number:

   Loan number:

VI. SIGNATURE

I declare that I have reviewed the Program requirements, including the Program Summary and all sample legal agreements, and am submitting this application in accordance with those requirements. All information submitted is true to the best of my knowledge and belief. I acknowledge that any error may affect its review and approval. I understand that if I wish to change any aspect of the project after it has been approved, I must obtain the written consent of the city Historic Preservation Office. I also understand that I will be required to obtain a Consent Agreement from my lienholder(s), and will sign and abide by the terms of the Deed of Conservation Easement and the Program Agreement. I understand and agree that the city Historic Preservation Office staff can perform necessary site visits on my property at mutually agreed upon times to facilitate their review of this proposal.

[signature] 1/3/24
Property Owner Signature Date

Pres of Gen Partner, HTSI Phoenix Inc
Property Owner Signature Date

An electronic submittal of the complete application packet (including all attachments) should be E-mailed to the assigned staff member or to the following address:

historic@phoenix.gov

File sizes that exceed 25 MB must be sent in separate emails. Links to download files from cloud storage services may be provided, although please note that city access to some sites may be blocked, so please verify with staff that all materials were received.









Attachment B

Eligible Project Construction Items:		
EverGreene Archetectural Arts to restore/preserve the columns and Rose Window		$ 178,809.00
Sun Valley Masonry to repair broken brickwork		$ 157,000.00
Sun Valley Masonry to repair courtyard plaster		$ 29,000.00
Sun Valley Masonry to repair exterior stucco		$ 9,000.00
Eligible Architectural/Structural Expenses:		
jones studio design and project management		$ 14,000.00
% of request	4%	
TOTAL		$ 387,809.00

Possible additional project items		
install emergency open hardware to south (historic) doors		$ 6,500.00
acquire period appropriate doors for ballroom and entry from Courtyard		$ 82,000.00
finish carpentry for Ballroom		$ 35,000.00
restore three remaining church pews		$ 7,500.00
TOTAL		$ 131,000.00

A. Total Eligible Expenses

a. $ 387,809.00

B. Total Ineligible Construction work to be Funded by Other Sources.

Air Conditioning	$ 434,000.00
electrical	$ 720,000.00
Plumbing	$ 544,000.00
structural steel	$ 454,000.00
grease trap	$ 75,000.00
windows	$ 220,000.00
landscaping street and courtyard	$ 215,000.00
roll up door to alley	$ 12,000.00
concrete paving in alley	$ 65,000.00
finish carpentry	$ 25,000.00

elevator		$ 262,000.00
commercial kitchen		$ 153,230.00
site utilities, storm drains and water harvesting		$ 300,000.00
fire alarm		$ 60,000.00
Misc	$ (523,000.00)	$ 523,000.00
	TOTAL	$ 4,062,230.00

B. Total Ineligible Work Items:
   a. $ 4,062,230.00
C. Total Project Cost (A + B)
   a. $ 4,450,039.00
D. Percent Overmatch
   a. 10%

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 103

Amend City Code - Ordinance Adoption - Rezoning Application Z-5-24-1 - Northeast Corner of 43rd Avenue and Thunderbird Road (Ordinance G-7256)

Request to amend the Phoenix Zoning Ordinance, Section 601, the Zoning Map of the City of Phoenix, by adopting Rezoning Application Z-5-24-1 and rezone the site from C-O (Commercial Office) to C-2 (Intermediate Commercial) to allow a restaurant with drive-through.

Summary

Current Zoning: C-O
Proposed Zoning: C-2
Acreage: 1.69
Proposal: Restaurant with drive-through

Owner: 43rd Thunderbird, LLC
Applicant/Representative: Wendy Riddell, Berry Riddell, LLC

Staff Recommendation: Approval, subject to stipulations.
VPC Action: The North Mountain Village Planning Committee heard this item on March 20, 2024, and recommended approval, per the staff recommendation, by a vote of 11-1-1.
PC Action: The Planning Commission heard this item on April 4, 2024, and recommended approval, per the North Mountain Village Planning Committee recommendation, by a vote of 8-0.

Location

Northeast corner of 43rd Avenue and Thunderbird Road
Council District: 1
Parcel Address: 4250 W. Thunderbird Road and 4138 W. Boca Raton St.

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson 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 ZONING ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE PARCEL DESCRIBED HEREIN (Z-5-24-1) FROM C-O (COMMECIAL OFFICE) TO C-2 (INTERMEDIATE COMMERCIAL)

_____

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The zoning of a 1.69-acre site located at the northeast corner of 43rd Avenue and Thunderbird Road in a portion of Section 10, Township 3 North, Range 2 East, as described more specifically in Exhibit “A,” is hereby changed from “C-O” (Commercial Office) to “C-2” (Intermediate Commercial).

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:

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1. A minimum 65-foot building setback shall be provided along the north perimeter of the site.

2. A minimum 50-foot building setback shall be provided along the east perimeter of the site.

3. The developer shall provide evidence of undertaking reasonable efforts to work with the adjacent Homeowners Association to the north and east, to provide direct pedestrian access between the two developments, as approved by the Planning and Development Department.

4. Where pedestrian walkways cross a vehicular path, the pathway shall be constructed of decorative pavers, stamped or colored concrete, or other pavement treatments that visually contrasts parking and drive aisle surfaces, as approved by the Planning and Development Department.

5. All pedestrian walkways shall be shaded by a structure, landscaping, or a combination of the two to provide a minimum of 75% shade, as approved by the Planning and Development Department.

6. All uncovered surface parking lot areas shall be landscaped with minimum 2-inch caliper drought-tolerant shade trees. Landscaping shall be dispersed throughout the parking area and achieve 25% shade, as approved by Planning and Development Department.

7. A minimum of 10 percent of the required parking spaces shall include EV ready infrastructure.

8. A minimum of one of the required bicycle parking spaces shall include standard electrical receptacles for electric bicycle charging capabilities, as approved by the Planning and Development Department

9. A minimum of four bicycle parking spaces shall be provided through Inverted U and/or artistic racks located near building entrances and installed per the requirements of Section 1307.H. of the Phoenix Zoning Ordinance, as approved by the Planning and Development Department. Artistic racks shall adhere to the City of Phoenix Preferred Designs in Appendix K of the Comprehensive Bicycle Master Plan.

10. Bicycle parking spaces shall be shaded by a structure, landscaping, or a combination of the two to provide a minimum of 75% shade, as approved by the Planning and Development Department.

11. A minimum of two green infrastructure (GI) techniques for stormwater management shall be implemented per the Greater Phoenix Metro Green Infrastructure and Low-Impact Development Details for Alternative Stormwater Management, as approved or modified by the Planning and Development

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Department.

12. Commercial landscaping and common areas shall be maintained by permanent and automatic/water efficient WaterSense labeled irrigation controllers (Smart Controller) to minimize maintenance and irrigation water consumption for all on and offsite landscape irrigation.

13. Provide a landscape irrigation plan that includes zones to establish the amount of irrigation to apply based on maturity and type of the landscaping. Irrigation should be applied efficiently based on the maturity and need for the vegetation.

14. Only landscape materials listed in the Phoenix Active Management Area Low-Water-Use/Drought-Tolerant Plant List shall be utilized, as approved or modified by the Planning and Development Department.

15. The sidewalk along 43rd Avenue shall be a minimum of six feet in width and detached with a minimum ten-foot-wide landscape strip located between the sidewalk and back of curb and planted to the following standards, as approved by the Planning and Development Department.

    a. Minimum 2-inch caliper, single-trunk, large canopy, drought-tolerant shade trees planted 20 feet on center, or in equivalent groupings, that provide shade to a minimum 50 percent.

    b. Drought tolerant vegetation to achieve a minimum of 75 percent live coverage.

16. The sidewalk along Thunderbird Road shall be a minimum of six feet in width and detached with a minimum ten-foot-wide landscape strip located between the sidewalk and back of curb and planted to the following standards, as approved by the Planning and Development Department.

    a. Minimum 2-inch caliper, single-trunk, large canopy, drought-tolerant shade trees planted 20 feet on center, or in equivalent groupings, that provide shade to a minimum 50 percent.

    b. Drought tolerant vegetation to achieve a minimum of 75 percent live coverage.

17. The existing driveway on 43rd Avenue shall be restricted to right-in/right-out only, or shall be restricted by the construction of a raised median in 43rd Avenue, from Thunderbird Road to the northern limits of the subject property.

18. The existing driveway on Thunderbird Road shall be reconstructed to comply with ADA standards.

19. A minimum 65 feet of right-of-way shall be dedicated for the north half of

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Thunderbird Road.

20. Replace unused driveways with sidewalk, curb, and gutter. Also, replace any broken or out-of-grade curb, gutter, sidewalk, curb ramps on all streets and upgrade all off-site improvements to be in compliance with current ADA guidelines.

21. All streets within and adjacent to the development shall be constructed 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.

22. 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.

23. Prior to final 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 1st day of May, 2024.

_____
MAYOR

ATTEST:

_____
Denise Archibald, City Clerk

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APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By:

_____
_____

REVIEWED BY:

_____
Jeffrey Barton, City Manager

Exhibits:
A – Legal Description (1 Page)
B – Ordinance Location Map (1 Page)

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EXHIBIT A

LEGAL DESCRIPTION

For APN/Parcel ID(s): 207-12-001A and 207-12-776

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBD AS FOLLOWS:

Parcel No. 1:

That part of the Southwest quarter of the Southwest quarter of Section 10, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point of the Southwest corner of Section 10;
Thence North along the West line of Section 10, 0˚ 24'5" East, 240 feet to a point;
Thence North 89˚ 43' 35" East, 240 feet;
Thence South 0˚ 24' 05" West, 240 feet to a point, said point being 240 feet East of the Southwest corner of Section 10;
Thence South 89˚ 43' 35" West, 240 feet to the point of beginning;
EXCEPT any portion thereof lying within Subdivision of THE COLONY THUNDERBIRD, according to Book 165 of Maps, page 49, records of Maricopa County, Arizona; AND
EXCEPT any portion thereof conveyed recorded in Docket 14454, page 381;
EXCEPT any portion thereof conveyed recorded in Recording No. 1988-341991.

Parcel No. 2:

The South 250 feet of the West 295 feet (as measured along the West and South Section lines) of the Southwest quarter of Section 10, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, The East line being common to the most Westerly South line of April Sound, according to Book 226 of Maps, page 18, records of Maricopa County, Arizona;
EXCEPT The South 240 feet of the West 240 feet; and
EXCEPT The South 60 feet; and
EXCEPT The West 55 feet; and
EXCEPT any portion thereof conveyed recorded in Recording No. 1988-341991.

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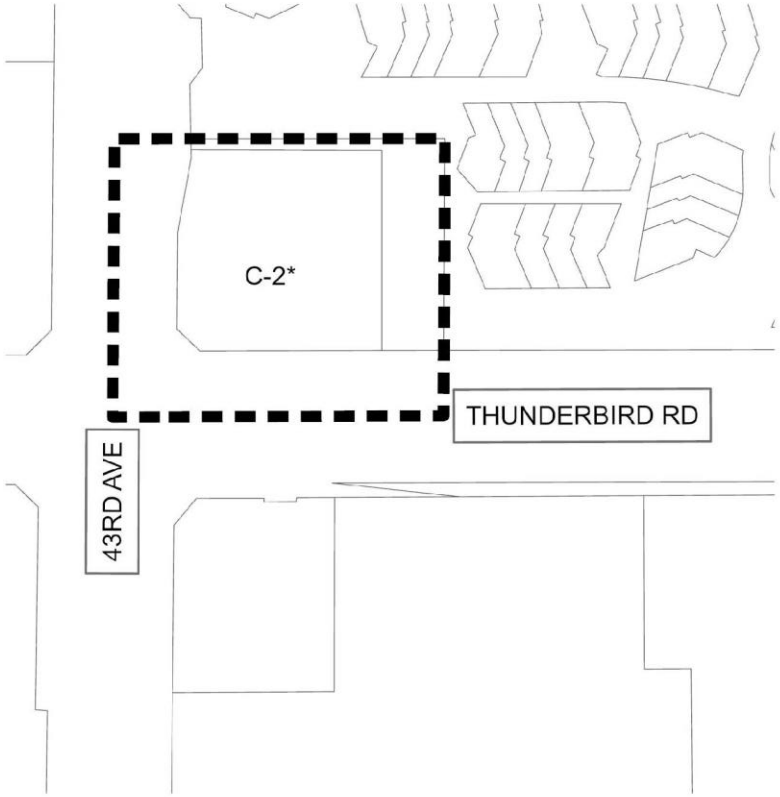
ORDINANCE LOCATION MAP

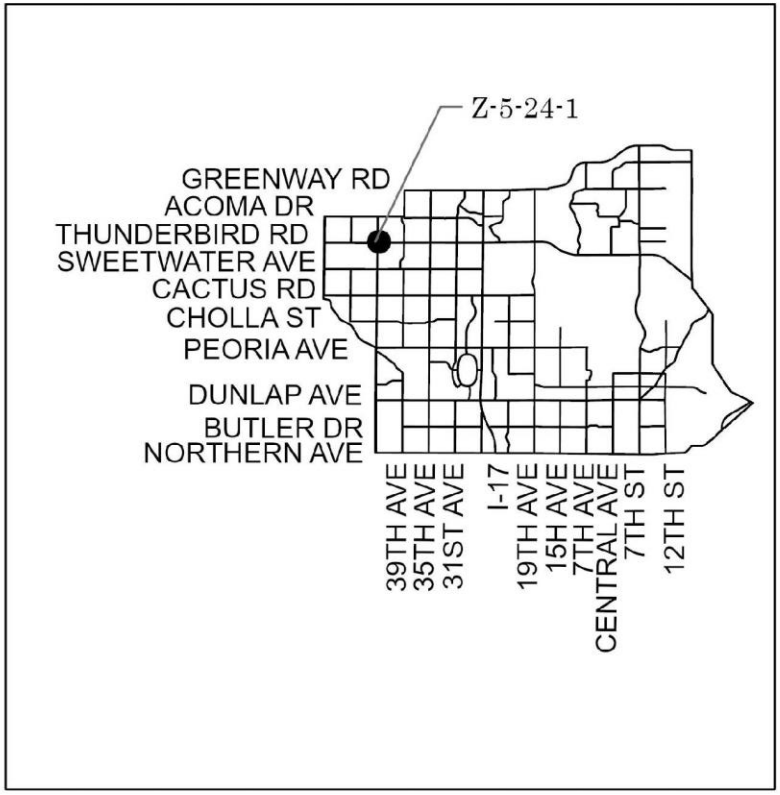
EXHIBIT B

ZONING SUBJECT TO STIPULATIONS: *

SUBJECT AREA:

Zoning Case Number: Z-5-24-1
Zoning Overlay: N/A
Planning Village: North Mountain





NOT TO SCALE

N

Drawn Date: 3/29/2024

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City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 104

PCD Major Amendment - Rezoning Application Z-237-L-85-2 - Southeast Corner of Cave Creek Road and Desert Willow Parkway

Request to approve Rezoning Application Z-237-L-85-2 and rezone the site from C-1 PCD (Neighborhood Retail, Planned Community District) to C-2 PCD (Intermediate Commercial, Planned Community District) for a major amendment to the Tatum Ranch PCD to allow a wine bar.

Summary

Current Zoning: C-1 PCD
Proposed Zoning: C-2 PCD
Acreage: 0.98
Proposed Use: Wine bar

Owner: Tuscany Village Center, LLC c/o Randall Raskin
Applicant: Ellie Brundige, Gammage and Burnham, PLC
Representative: Chloe Plaisance, Gammage and Burnham, PLC

Staff Recommendation: Approval, subject to stipulations.
VPC Action: The Desert View Village Planning Committee heard this item on April 2, 2024, and recommended approval, per the staff recommendation, by a vote of 8-0.
PC Action: The Planning Commission heard this item on April 4, 2024, and recommended approval, per the Desert View Village Planning Committee recommendation, by a vote of 8-0.

Location

Southeast corner of Cave Creek Road and Desert Willow Parkway
Council District: 2
Parcel Addresses: 30835 N. Cave Creek Road

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development Department.

ATTACHMENT A
Tatum Ranch, Planned Community District

Z-237-L-85-2

Planning Commission Approved Stipulations from April 4, 2024:

1. All buildings shall exhibit a cohesive architectural theme and style with buildings on the entire site.

2. All on site lighting shall be a maximum of 15 feet in height including lamp, pole, and base.

3. Upon site plan approval and permit issuance for any new building(s) or structure(s) or expansion of existing buildings by at least 25% of the floor area within the rezoned area, as shown on the site plan date stamped January 3, 2024, the following shall apply within the rezoned area:

    a. The maximum building height shall be 23 feet, as approved by the Planning and Development Department.

    b. A minimum of 25% of the surface parking areas shall be shaded, as approved by the Planning and Development Department. Shade may be achieved by structures or by minimum 2-inch caliper, drought tolerant, shade trees at maturity, or a combination thereof. Landscaping shall be maintained by permanent and automatic/water efficient WaterSense labeled irrigation controllers (or similar smart controller) to minimize maintenance and irrigation water consumption for all on and offsite landscape irrigation.

    c. Bicycle parking shall be provided, consistent with Section 1307.H of the Phoenix Zoning Ordinance.

    d. A minimum of 10 percent of the required parking shall be EV Ready.

    e. A minimum of two green infrastructure (GI) techniques for stormwater management shall be implemented per the Greater Phoenix Metro Green Infrastructure and Low Impact Development Details for Alternative Stormwater Management, as approved or modified by the Planning and Development Department.

4. 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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5. Prior to final site plan approval, the landowner shall execute a Proposition 207 waiver of claims form. The waiver shall be recorded with the Maricopa County Recorder's Office and delivered to the City to be included in the rezoning application file for record.

Exhibits:
A – Legal Description (1 Page)
B – PCD Major Amendment Map (1 Page)

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EXHIBIT A

LEGAL DESCRIPTION FOR Z-237-L-85-2

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF PHOENIX BRASS CAP FLUSH AT THE INTERSECTION OF CAVE CREEK ROAD AND DESERT WILLOW PARKWAY, FROM WHICH A CITY OF PHOENIX BRASS CAP FLUSH AT THE INTERSECTION OF CAVE CREEK ROAD AND TATUM BOULEVARD BEARS SOUTH 27 DEGREES 30 MINUTES 15 SECONDS WEST 3,010.43 FEET, SAID DESCRIBED LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;
THENCE SOUTH 62 DEGREES 29 MINUTES 45 SECONDS EAST 204.00 FEET ALONG THE CENTERLINE OF SAID DESERT WILLOW PARKWAY;
THENCE SOUTH 27 DEGREES 30 MINUTES 15 SECONDS WEST 132.29 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 62 DEGREES 29 MINUTES 45 SECONDS EAST 123.00 FEET;
THENCE SOUTH 27 DEGREES 30 MINUTES 15 SECONDS WEST 153.20 FEET;
THENCE SOUTH 14 DEGREES 31 MINUTES 32 SECONDS EAST 152.47 FEET;
THENCE SOUTH 75 DEGREES 29 MINUTES 18 SECONDS WEST 93.07 FEET;
THENCE SOUTH 82 DEGREES 27 MINUTES 47 SECONDS WEST 53.56 FEET;
THENCE NORTH 27 DEGREES 16 MINUTES 47 SECONDS EAST 61.63 FEET;
THENCE NORTH 03 DEGREES 43 MINUTES 39 SECONDS WEST 62.86 FEET;
THENCE NORTH 62 DEGREES 29 MINUTES 45 SECONDS WEST 79.24 FEET;
THENCE NORTH 27 DEGREES 30 MINUTES 15 SECONDS EAST 244.12 FEET TO THE POINT OF BEGINNING.

COMPRISING 42,508 SQUARE FEET MORE OR LESS.

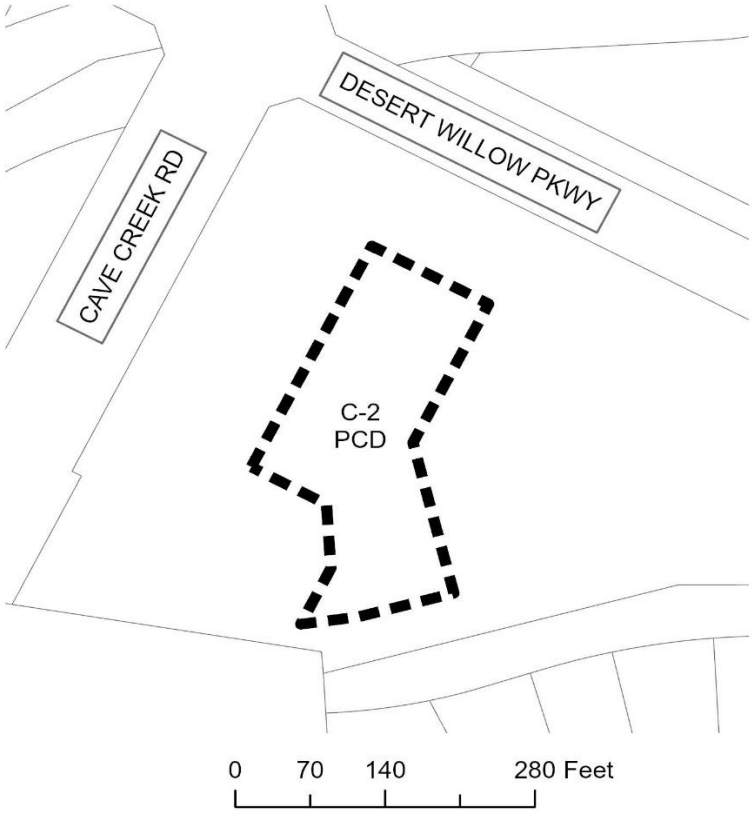
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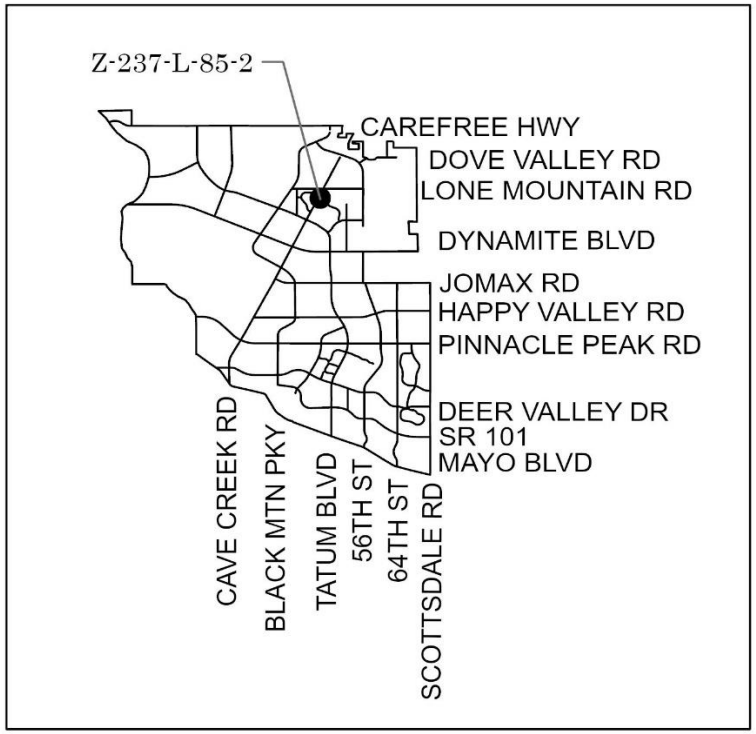
PCD MAJOR AMENDMENT MAP

EXHIBIT B

ZONING SUBJECT TO STIPULATIONS: *
SUBJECT AREA:

Zoning Case Number: Z-237-L-85-2
Zoning Overlay: N/A
Planning Village: Desert View





NOT TO SCALE

N

Drawn Date: 3/29/2024

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City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 105

Amend City Code - Ordinance Adoption - Rezoning Application PHO-1-24--Z-29-20-6 - Southeast Corner of 44th Street and Calle Allegre (Ordinance G-7249)

Request to authorize the City Manager, or his designee, to approve the Planning Hearing Officer's recommendation without further hearing by the City Council on matters heard by the Planning Hearing Officer on March 20, 2024. This ratification requires formal action only.

Summary

Application: PHO-1-24--Z-29-20-6
Existing Zoning: R-O
Acreage: 0.48

Owner: Chris Morrison
Applicant/Representative: Jordan Greenman, Greenman Law

Proposal:
1) Request to modify Stipulation 1 regarding general conformance with the elevations date stamped June 11, 2020.
2) Request to modify Stipulation 3 regarding the landscape setback.
3) Request to modify Stipulation 6 regarding the sidewalk easement.
4) Request to delete Stipulation 9 regarding the Special Flood Hazard Area.

VPC Action: The Camelback East Village Planning Committee chose not to review the application.
PHO Action: The Planning Hearing Officer recommended denial as filed and approval with a modification.

Location

Southeast corner of 44th Street and Calle Allegre
Council District: 6
Parcel Address: 4633 N. 44th St.

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson 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 STIPULATIONS APPLICABLE TO REZONING APPLICATION Z-29-20-6 PREVIOUSLY APPROVED BY ORDINANCE G-6804.

_____

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The zoning stipulations applicable located at the Southeast corner of 44th Street and Calle Allegre in a portion of Section 19, Township 2 North, Range 4 East, as described more specifically in Attachment "A", are hereby modified to read as set forth below.

STIPULATIONS:

1. The development shall be in general conformance with the elevations date stamped JANUARY 9, 2024 ~~June 11, 2020,~~ with specific regard to use of brick veneer and VERTICAL ~~horizontal~~ siding, the locations and size of windows, and roof design, as approved by the Planning and Development Department.

2. The required landscape setback along 44th Street shall be planted to the following standards, as approved by the Planning and Development Department.

    a. Minimum 3-inch caliper large canopy, single-trunk, shade trees placed a minimum of 20 feet on center or in equivalent groupings to provide a minimum of 50 percent shade on adjacent sidewalks.

    b. Drought tolerant shrubs and vegetative groundcovers to provide a minimum of 75 percent live coverage at maturity.

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3. A minimum 10-foot landscape setback shall be provided along the northeastern property line, EXCEPT FOR THE PORTION DIRECTLY ADJACENT TO THE BUILDING FAÇADE WHICH MAY BE REDUCED TO 5-FEET TO ALLOW SUB-GRADE WINDOW WELLS, AS DEPICTED ON THE SITE PLAN DATE STAMPED JANUARY 9, 2024, AND AS APPROVED OR MODIFIED BY THE PLANNING AND DEVELOPMENT DEPARTMENT ~~where the property abuts a single-family home~~. The landscape setback shall be planted with minimum 2-inch caliper trees, planted 20 feet on center or in equivalent groupings, as approved by the Planning and Development Department.

4. A minimum of two inverted U-bicycle racks, artistic style racks (in adherence to the City of Phoenix Preferred Designs in Appendix K or the Comprehensive Bicycle Master Plan) or "Outdoor/Covered Facilities" for guests and employees shall be provided. These facilities shall be located near building entrances, installed per the requirements of Section 1307.H. of the Zoning Ordinance, and approved by the Planning and Development Department.

5. There shall be no internally lit signs on the site. Signage shall be approved by the Planning and Development Department.

6. The developer shall provide a 10-foot sidewalk easement along the east side of 44th Street, as approved by the Planning and Development Department.

7. The developer shall construct a driveway along 44th Street that is located centrally along the frontage and constructed at a 90-degree angle with a skew no greater than 15 degrees, as approved by the Street Transportation Department.

8. 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.

9. This parcel is located in a Special Flood Hazard Area (SFHA) called Zone A, on panel 1765 L of the Flood Insurance Rate Maps (FIRM) revised July 31, 2015.

    a. No encroachment is allowed in the floodway without hydrologic and hydraulic analysis showing no rise in water surface elevation and increase in the special flood hazard area boundaries.

    b. The Architect/Engineer is required to show the special flood hazard area boundary limits on plans and ensure that impacts to the proposed facilities and surrounding properties have been considered, following

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the National Flood Insurance Program (NFIP) Regulations (44 CFR Paragraph 60.3). This includes, but not limited to provisions in the latest versions of the Floodplain Ordinance of the Phoenix City Code.

c. A copy of the Grading and Drainage Plan shall be submitted to the Floodplain Management section of Public Works Department for review and approval of Floodplain requirements prior to issuance of a Grading Permit.

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

10. 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.

11. The property owner shall record documents that disclose the existence, and operational characteristics of Sky Harbor International Airport to future owners or tenants of the property. The form and content of such documents shall be according to the templates and instructions provided which have been reviewed and approved by the City Attorney.

12. The developer shall submit 7460 Forms to FAA and receive FAA no hazard determination or mitigations approved by FAA for both temporary and permanent development prior to final site plan approval.

13. 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 2. Due to the site’s specific physical conditions and the use district granted pursuant to Ordinance G-6804 this portion of the rezoning is now subject to the stipulations approved pursuant to Ordinance G-6804 and as modified in Section 1 of this Ordinance. Any violation of the stipulation is a violation of the City of Phoenix Zoning Ordinance. Building permits shall not be issued for the subject site until all the stipulations have been met.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the

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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 1st day of May, 2024.

_____
MAYOR

ATTEST:

_____
Denise Archibald, City Clerk

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By:
_____
_____

REVIEWED BY:

_____
Jeffrey Barton, City Manager

Exhibits:
A - Legal Description (1 Page)
B - Ordinance Location Map (1 Page)

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EXHIBIT A

LEGAL DESCRIPTION FOR PHO-1-24--Z-29-20-6

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

LOT 29, REGENTS PARK, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 4 EAST, ACCORDING TO PLAT OF RECORD FOR MARICOPA COUNTY, BOOK 63, PAGE 40, AT TOWNSHIP AND RANGE GRID NUMBER 825, EXCEPT THE NORTHEAST 4 FEET AS MEASURED PARALLEL TO THE NORTHEAST EDGE ALONG RIGHT ANGLES TO SAME.

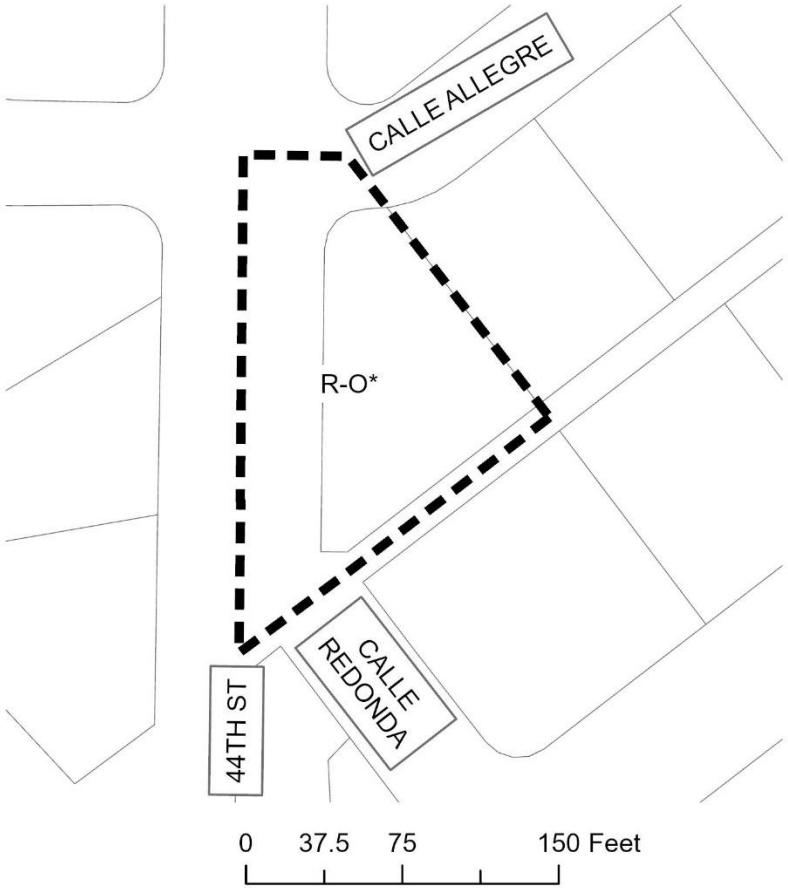
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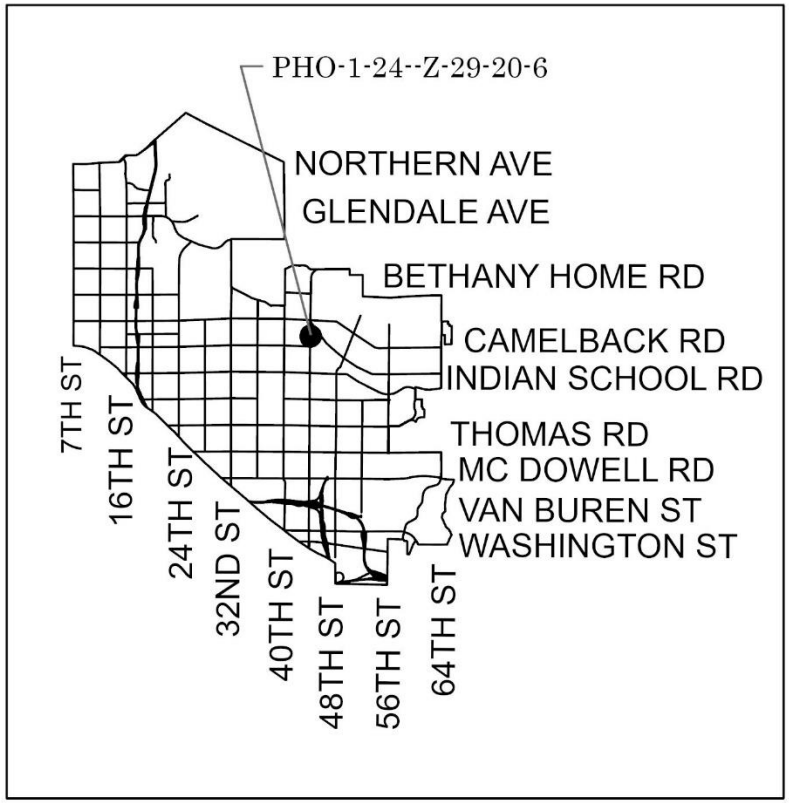
ORDINANCE LOCATION MAP

EXHIBIT B

ZONING SUBJECT TO STIPULATIONS: *
SUBJECT AREA:

Zoning Case Number: PHO-1-24--Z-29-20-6
Zoning Overlay: N/A
Planning Village: Camelback East





NOT TO SCALE

N

Drawn Date: 3/21/2024

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City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 106

Amend City Code - Ordinance Adoption - Rezoning Application Z-SP-8-23-6 - Southeast Corner of 20th Street and Camelback Road (Ordinance G-7251)

Request to amend the Phoenix Zoning Ordinance, Section 601, the Zoning Map of the City of Phoenix, by adopting Rezoning Application Z-SP-8-23-6 and rezone the site from C-2 CEPCSP (Intermediate Commercial, Camelback East Primary Core Specific Plan) to C-2 SP CEPCSP (Intermediate Commercial, Special Permit, Camelback East Primary Core Specific Plan) to allow massage therapy and all underlying C-2 uses.

Summary

Current Zoning: C-2 CEPCSP
Proposed Zoning: C-2 SP CEPCSP
Acreage: 0.09
Proposed Use: Massage therapy and all underlying C-2 uses

Owner: Town & Country Camelback LLC, et al.
Applicant: Nicholas and Tricia Karabas
Representative: Dennis Colwell

Staff Recommendation: Approval, subject to a stipulation.
VPC Action: The Camelback East Village Planning Committee heard this item on March 5, 2024, and recommended approval, per the staff recommendation, by a 15-0 vote.
PC Action: The Planning Commission heard this item on April 4, 2024, and recommended approval, per the Camelback East Village Planning Committee recommendation, by a 8-0 vote.

Location

Southeast corner of 20th St. and Camelback Road
Council District: 6
Parcel Address: 4869 N. 20th St.

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson 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 ZONING ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE PARCEL DESCRIBED HEREIN (Z-SP-8-23-6) FROM C-2 CEPCSP (INTERMEDIATE COMMERCIAL, CAMELBACK EAST PRIMARY CORE SPECIFIC PLAN) TO C-2 SP CEPCSP (INTERMEDIATE COMMERCIAL, SPECIAL PERMIT, CAMELBACK EAST PRIMARY CORE SPECIFIC PLAN).

_____

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The zoning of a 0.09 acre site located at the southeast corner of 20th Street and Camelback Road in a portion of Section 22, Township 2 North, Range 3 East, as described more specifically in Exhibit “A,” is hereby changed from “C-2 CEPCSP” (Intermediate Commercial, Camelback East Primary Core Specific Plan) to “C-2 SP CEPCSP” (Intermediate Commercial, Special Permit, Camelback East Primary Core Specific Plan) to allow massage therapy and all underlying C-2 uses.

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 stipulation, violation of which shall be treated in the same manner as a violation of the City of Phoenix Zoning Ordinance:

1. Prior to final site plan approval or building permit issuance, 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 1st day of May, 2024.

_____
MAYOR

ATTEST:

_____
Denise Archibald, City Clerk

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By:
_____
_____

DRAFT

REVIEWED BY:

_____
Jeffrey Barton, City Manager

Exhibits:
A – Legal Description (1 Page)
B – Ordinance Location Map (1 Page)

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EXHIBIT A

LEGAL DESCRIPTION FOR Z-SP-8-23-6

A PORTION OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 3 EAST THE GILA AND SALT RIVER BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 22, BEING MARKED WITH A BRASS CAP IN A HANDHOLE SAID POINT ALSO BEING NORTH 02 DEGREES 09 MINUTES 16 SECONDS EAST 2639.38 FEET FROM THE CENTER QUARTER CORNER OF SAID SECTION 22, BEING MARKED WITH A BRASS CAP IN A HANDHOLE;

THENCE, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, SOUTH 02 DEGREES 09 MINUTES 16 SECONDS WEST 650.67 FEET;

THENCE, ALONG A LINE PERPENDICULAR TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAIC SECTION 22, SOUTH 87 DEGREES 50 MINUTES 44 SECONDS EAST 474.74 FEET TO THE POI OF BEGINNING;

THENCE NORTH 32 DEGREES 02 MINUTES 34 SECONDS EAST 126.00 FEET;

THENCE SOUTH 57 DEGREES 52 MINUTES 56 SECONDS EAST 30.00 FEET;

THENCE SOUTH 32 DEGREES 02 MINUTES 34 SECONDS WEST 125.97 FEET;

THENCE NORTH 57 DEGREES 56 MINUTES 26 SECONDS WEST 30.00 FEET TO THE POINT OF BEGINNING.

COMPRISING 0.087 ACRES OR 3,780 SQUARE FEET, SUBJECT TO ALL EASEMENTS OF RECORD.

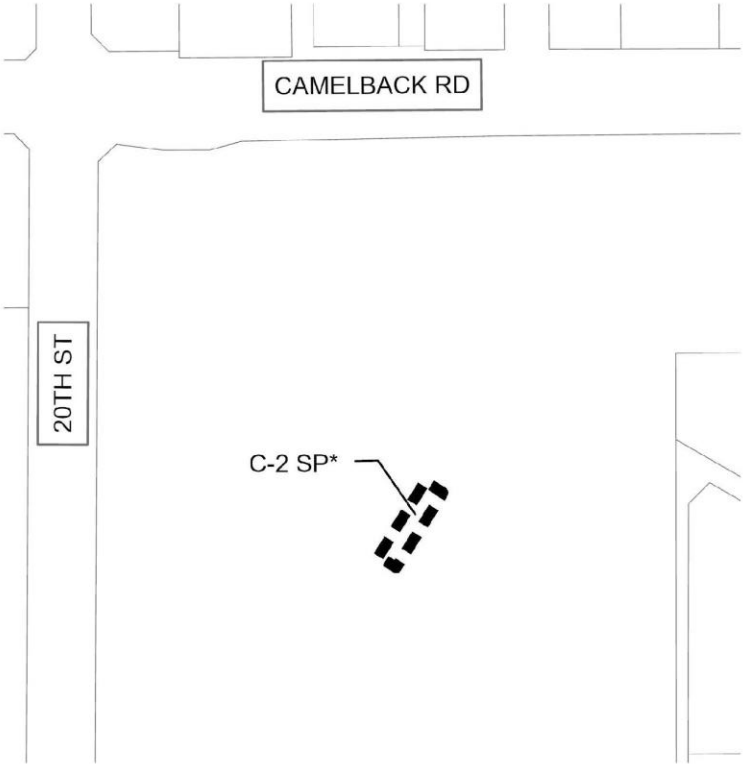
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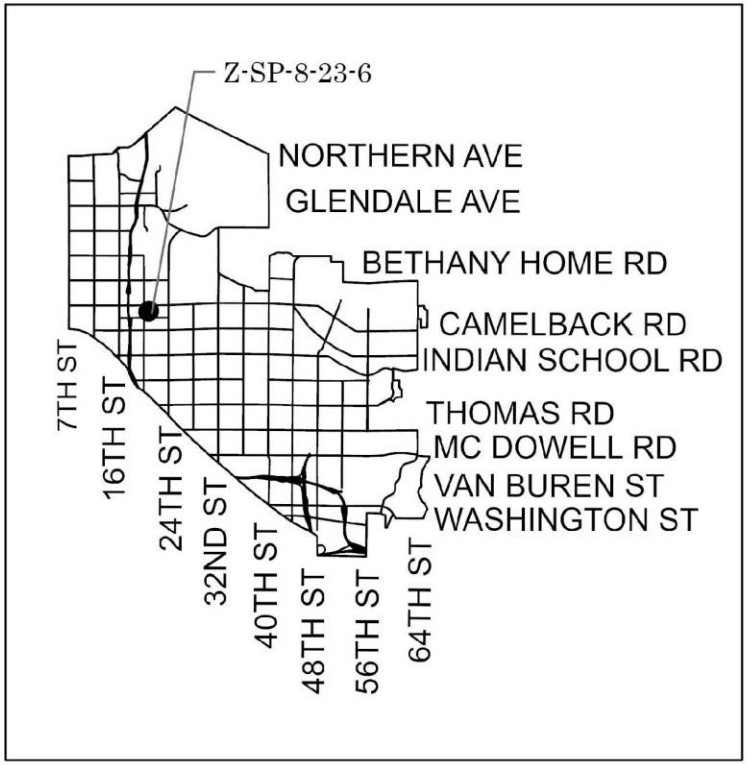
ORDINANCE LOCATION MAP

EXHIBIT B

ZONING SUBJECT TO STIPULATIONS: *
SUBJECT AREA:

Zoning Case Number: Z-SP-8-23-6
Zoning Overlay: Camelback East Primary Core Specific Plan
Planning Village: Camelback East





NOT TO SCALE

N

Drawn Date: 3/29/2024

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City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 107

Amend City Code - Ordinance Adoption - Rezoning Application Z-116-23-8 - Southwest Corner of 4th Avenue and Tonto Street (Ordinance G-7253)

Request to amend the Phoenix Zoning Ordinance, Section 601, the Zoning Map of the City of Phoenix, by adopting Rezoning Application Z-116-23-8 and rezone the site from R-4 CCSIO (Multifamily Residence District, Central City South Interim Overlay District) to R-4 HP CCSIO (Multifamily Residence District, Historic Preservation Overlay, Central City South Interim Overlay District) to allow for a Historic Preservation Overlay for Yaun Ah Gim Groceries / Concrete Block Duplex & Fourplex.

Summary

Current Zoning: R-4 CCSIO
Proposed Zoning: R-4 HP CCSIO
Acreage: 0.32
Proposal: Historic Preservation Overlay for Yaun Ah Gim Groceries / Concrete Block Duplex & Fourplex

Owner: Omar Fabian
Applicant: City of Phoenix, Historic Preservation Commission
Representative: Kevin Weight, City of Phoenix, Historic Preservation Office

Staff Recommendation: Approval.
HPC Action: The Historic Preservation Commission heard this item on Feb. 12, 2024, and recommended approval, per the staff recommendation, by a vote of 7-0.
VPC Action: The Central City Village Planning Committee heard this item on March 11, 2024, and recommended approval, per the staff recommendation, by a vote of 13-0.
PC Action: The Planning Commission heard this item on April 4, 2024, and recommended approval, per the Central City Village Planning Committee and Historic Preservation Commission recommendations, by a vote of 8-0.

Location

Southwest corner of 4th Avenue and Tonto Street
Council District: 8
Parcel Address: 1002, 1004, and 1006 S. 4th Ave.

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson 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 ZONING ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE PARCEL DESCRIBED HEREIN (CASE Z-116-23-8) FROM R-4 CCSIO (MULTIFAMILY RESIDENCE DISTRICT, CENTRAL CITY SOUTH INTERIM OVERLAY DISTRICT) TO R-4 HP CCSIO (MULTIFAMILY RESIDENCE DISTRICT, HISTORIC PRESERVATION OVERLAY, CENTRAL CITY SOUTH INTERIM OVERLAY DISTRICT).

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The zoning of a 0.32-acre site located at the southwest corner of 4th Avenue and Tonto Street in a portion of Section 8, Township 1 North, Range 3 East, as described more specifically in Exhibit “A,” is hereby changed from “R-4 CCSIO” (Multifamily Residence District, Central City South Interim Overlay District) to “R-4 HP CCSIO” (Multifamily Residence District, Historic Preservation Overlay, Central City South Interim Overlay District).

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. 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 1st day of May, 2024.

_____
MAYOR

ATTEST:

_____
Denise Archibald, City Clerk

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By:
_____
_____

REVIEWED BY:

_____
Jeffrey Barton, City Manager

Exhibits:
A – Legal Description (1 Page)
B – Ordinance Location Map (1 Page)

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EXHIBIT A

LEGAL DESCRIPTION FOR Z-116-23-8

Within a portion of Section 8, Township 1 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Lots 23 and 24, Block 40, of MONTGOMERY'S ADDITION TO THE CITY OF PHOENIX, according to the plat of record in the office of the County Recorder of Maricopa County', Arizona, recorded in Book I of Maps, Page 19 and amended in Book 2 of Maps, Page 40.

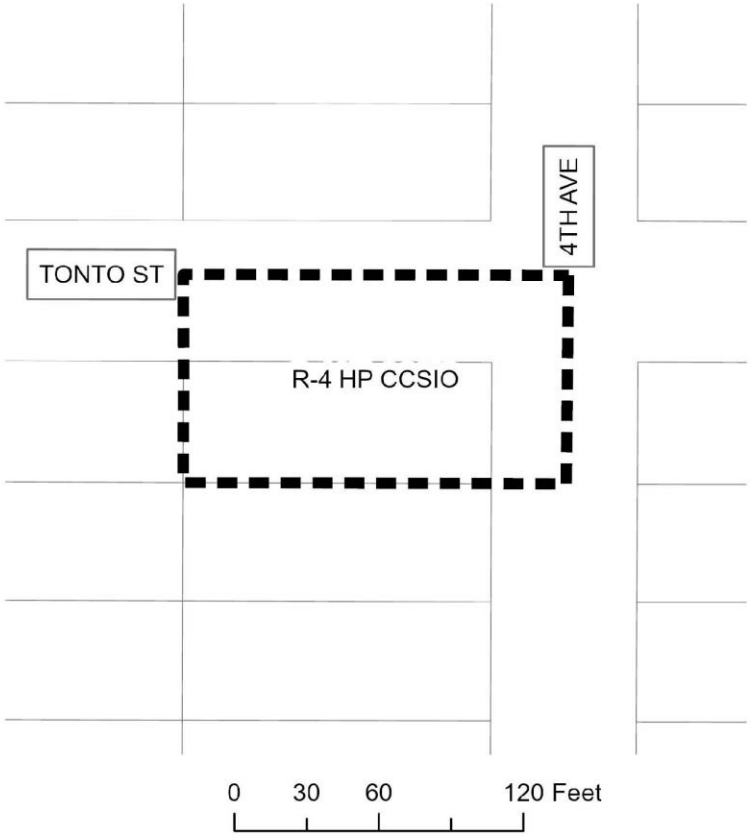
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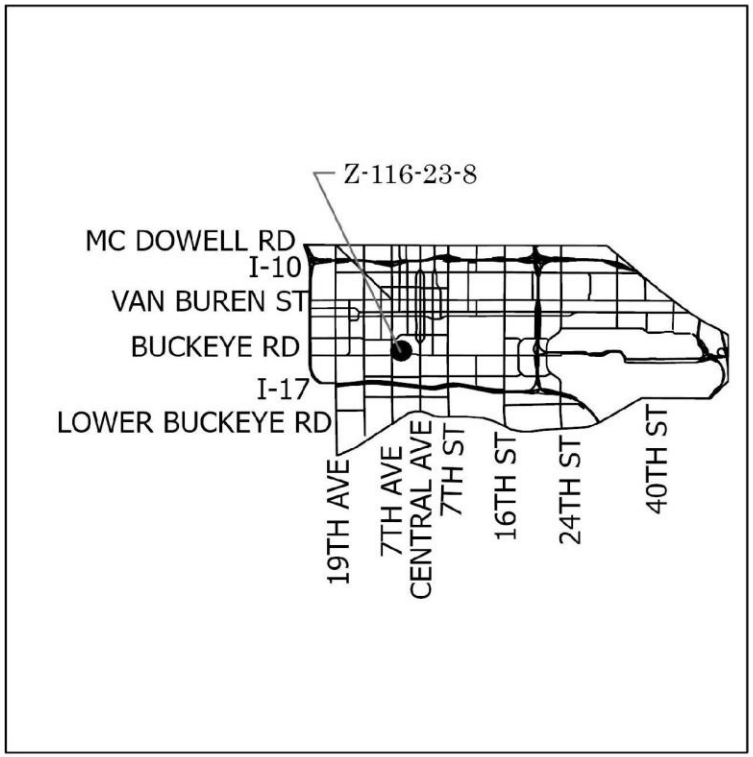
ORDINANCE LOCATION MAP

EXHIBIT B

ZONING SUBJECT TO STIPULATIONS: *
SUBJECT AREA:

Zoning Case Number: Z-116-23-8
Zoning Overlay: Central City South Interim Overlay District
Planning Village: Central City





NOT TO SCALE

N

Drawn Date: 4/2/2024

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City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 108

Amend City Code - Ordinance Adoption - Rezoning Application Z-103-23-8 - Approximately 355 Feet East and 340 Feet South of the Southeast Corner of 19th Avenue and Buckeye Road (Ordinance G-7252)

Request to amend the Phoenix Zoning Ordinance, Section 601, the Zoning Map of the City of Phoenix, by adopting Rezoning Application Z-103-23-8 and rezone the site from R-4 CCSIO (Multifamily Residence District, Central City South Interim Overlay District) to C-3 CCSIO (General Commercial, Central City South Interim Overlay District) to allow parking ancillary to office and mechanic shop.

Summary

Current Zoning: R-4 CCSIO
Proposed Zoning: C-3 CCSIO
Acreage: 1.01
Proposal: Parking ancillary to office and mechanic shop

Owners: Dealers Auto Auction of the Southwest, LLC and Del Norte, LLC
Applicant: Michelle Green, Lazarus & Silvyn, P.C.
Representative: Larry Lazarus, Lazarus & Silvyn, P.C.

Staff Recommendation: Approval, subject to stipulations.
VPC Action: The Central City Village Planning Committee heard this item on March 11, 2024, and recommended approval, per the staff recommendation, by a vote of 13-0.
PC Action: The Planning Commission heard this item on April 4, 2024, and recommended approval, per the Central City Village Planning Committee recommendation, by a vote of 8-0.

Location

Approximately 355 feet east and 340 feet south of the southeast corner of 19th Avenue and Buckeye Road
Council District: 8
Parcel Address: 1219 and 1839 S. 19th Ave.

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson 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 ZONING ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE PARCEL DESCRIBED HEREIN (CASE Z-103-23-8) FROM R-4 CCSIO (MULTIFAMILY RESIDENCE DISTRICT, CENTRAL CITY SOUTH INTERIM OVERLAY DISTRICT) TO C-3 CCSIO (GENERAL COMMERCIAL, CENTRAL CITY SOUTH INTERIM OVERLAY DISTRICT).

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The zoning of a 1.01-acre site located approximately 355 feet east and 340 feet south of the southeast corner of 19th Avenue and Buckeye Road in a portion of Section 18, Township 1 North, Range 3 East, as described more specifically in Exhibit “A,” is hereby changed from “R-4 CCSIO” (Multifamily Residence District, Central City South Interim Overlay District) to “C-3 CCSIO” (General Commercial, Central City South Interim Overlay District).

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.	Upon site plan approval and permit issuance for any new building(s) or structure(s) on the site, the following shall apply:	
	a.	A minimum of 25% of the surface parking areas shall be shaded, as approved by the Planning and Development Department. Shade may be achieved by structures or by minimum 2-inch caliper, drought tolerant, shade trees, or a combination thereof. Landscaping shall be maintained by permanent and automatic/water efficient WaterSense labeled irrigation controllers (or similar smart controller) to minimize maintenance and irrigation water consumption for all on and offsite landscape irrigation.
	b.	Bicycle parking shall be provided, consistent with Section 1307.H of the Phoenix Zoning Ordinance.
	c.	A minimum of 10 percent of the required parking shall be EV Ready.
	d.	A minimum of two green infrastructure (GI) techniques for stormwater management shall be implemented per the Greater Phoenix Metro Green Infrastructure and Low Impact Development Details for Alternative Stormwater Management, as approved or modified by the Planning and Development Department.
2.	The site is located within a Special Flood Hazard Area (SFHA) called Zone AE, on panel 2215 L of the Flood Insurance Rate Maps (FIRM) dated October 16, 2013. Prior to issuance of a grading and drainage permit or prior to site plan approval and permit issuance for any new building(s) or structure(s) on the site, the following requirements shall apply:	
	a.	The Architect/Engineer is required to show the floodplain boundary limits on the Grading and Drainage plan and ensure that impacts to the proposed facilities have been considered, following the National Flood Insurance Program (NFIP) Regulations (44 CFR Paragraph 60.3). This includes, but not limited to provisions in the latest versions of the Floodplain Ordinance of the Phoenix City Code.
	b.	A copy of the Grading and Drainage Plan needs to be submitted to the

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		Floodplain Management section of Street Transportation Department for review and approval of Floodplain requirements.
	c.	FEMA approved CLOMR-F or CLOMR is required prior to issuance of a Grading and Drainage permit.
3.	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.	
4.	If determined necessary by the Phoenix Archaeology 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 Archaeologist prior to clearing and grubbing, landscape salvage, and/or grading approval.	
5.	If Phase I data testing is required, and if, upon review of the results from the Phase I data testing, the City Archaeologist, in consultation with a qualified archaeologist, determines such data recovery excavations are necessary, the applicant shall conduct Phase II archaeological data recovery excavations.	
6.	In the event archaeological materials are encountered during construction, the developer shall immediately cease all ground-disturbing activities within a 33-foot radius of the discovery, notify the City Archaeologist, and allow time for the Archaeology Office to properly assess the materials.	
7.	Prior to final 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 1st day of May, 2024.

DRAFT

_____
MAYOR

ATTEST:

_____
Denise Archibald, City Clerk

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By:
_____
_____

REVIEWED BY:

_____
Jeffrey Barton, City Manager

Exhibits:
A – Legal Description (1 Page)
B – Ordinance Location Map (1 Page)

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EXHIBIT A

LEGAL DESCRIPTION FOR Z-103-23-8

Within a portion of Section 18, Township 1 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

The south 329.02 feet of Lot Two in WHITTON TRACT, according to the plat thereof of record in the office of the County Recorder of Maricopa County, Arizona, In Book 4 of Maps, at Page 66 thereof; EXCEPT the east 135.66 feet.

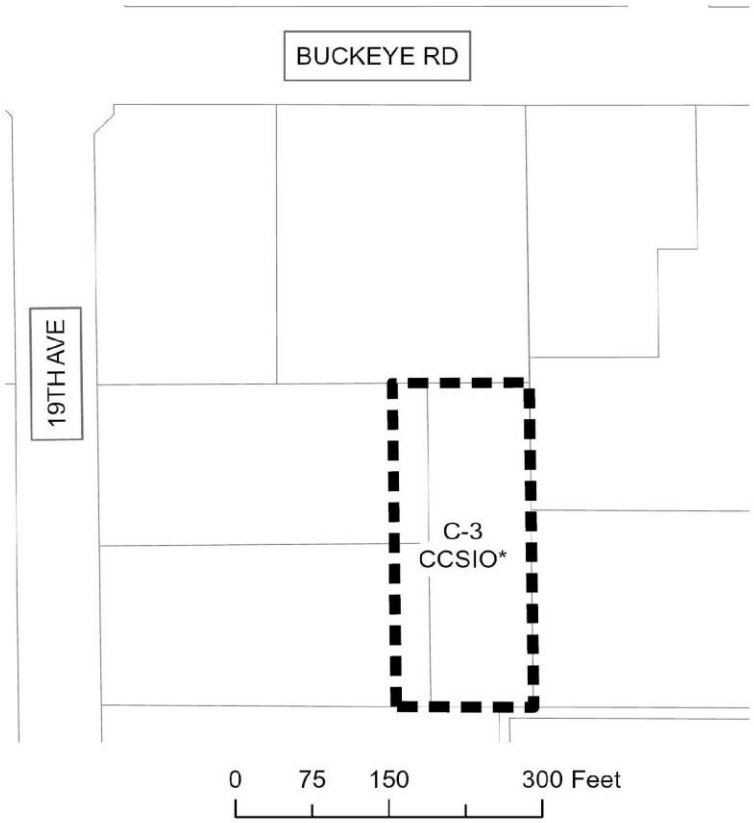
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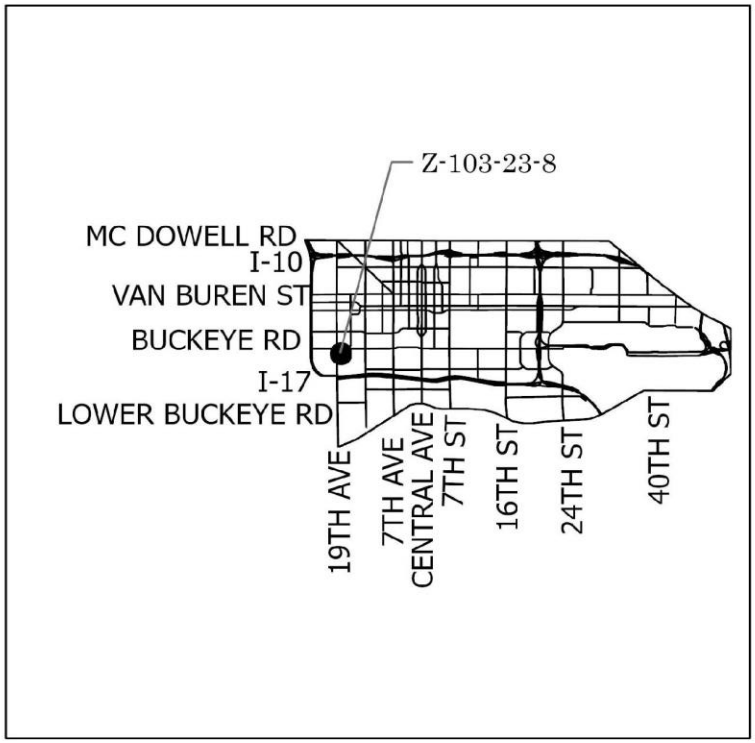
ORDINANCE LOCATION MAP

EXHIBIT B

ZONING SUBJECT TO STIPULATIONS: *
SUBJECT AREA:

Zoning Case Number: Z-103-23-8
Zoning Overlay: Central City South Interim Overlay District
Planning Village: Central City





NOT TO SCALE

N

Drawn Date: 3/29/2024

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City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 109

Public Hearing and Resolution Adoption - General Plan Amendment GPA-CE-2-23-6 - Southwest Corner of 52nd Street and McDowell Road (Resolution 22195)

Request to hold a public hearing on a General Plan Amendment to consider the Planning Commission's recommendation and the related resolution if approved. Request to amend the General Plan Land Use Map designation on 66.38 acres from Commerce/ Business Park and Residential 5 to 10 dwelling units per acre to Mixed Use (Industrial/ Commerce/Business Park/ Commercial). This is a companion case to Z-54-23-6 and must be heard prior to Z-54-23-6.

Summary

Application: GPA-CE-2-23-6
Current Designation: Commerce/ Business Park and Residential 5 to 10 dwelling units per acre
Proposed Designation: Mixed Use (Industrial/ Commerce/Business Park/ Commercial)
Acreage: 66.38
Proposed Use: General commercial, commerce park, and industrial

Owners: BDC Park 52, LLC and Melrose Park WHB, LLC
Applicant/Representative: Wendy Riddell, Berry Riddell, LLC

Staff Recommendation: Approval.
VPC Info: The Camelback East Village Planning Committee heard this item on Jan. 9, 2024, for information only.
VPC Action: The Camelback East Village Planning Committee heard this item on March 5, 2024, and recommended approval, per the staff recommendation, by a vote of 15-0.
PC Action: The Planning Commission heard this item on April 4, 2024, and recommended approval, per the Camelback East Village Planning Committee recommendation, by a vote of 8-0.

Location

Southwest corner of 52nd Street and McDowell Road
Council District: 6
Parcel Addresses: 1110 N. 52nd St. and 5005 E. McDowell Road

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development Department.

ATTACHMENT A

THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL, ADOPTED RESOLUTION

RESOLUTION

A RESOLUTION ADOPTING AN AMENDMENT TO THE 2015 GENERAL PLAN FOR PHOENIX, APPLICATION GPA-CE-2-23-6, 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-CE-2-23-6. The 66.38 acre site located at the southwest corner of 52nd Street and McDowell Road is designated as Mixed Use (Industrial / Commerce/Business Park / Commercial).

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:

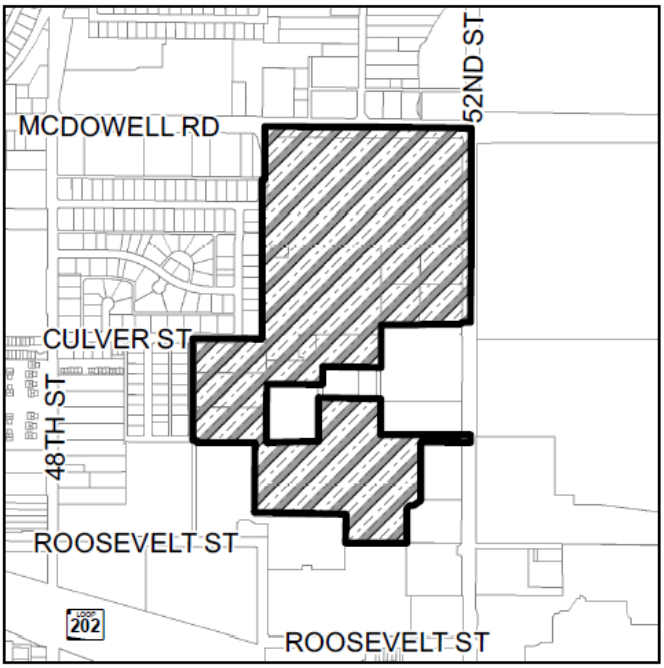
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PROPOSED CHANGE:

Mixed Use (Industrial / Commerce/Business Park / Commercial (66.38 +/- Acres)

Proposed Change Area

Mixed use (Industrial / Commerce/Business Park / Commercial)



PASSED by the Council of the City of Phoenix this 1st day of May, 2024.

_____

M A Y O R

ATTEST:

_____

Denise Archibald, City Clerk

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

DRAFT

By:_____
_____

REVIEWED BY:

_____
Jeffrey Barton, City Manager

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GENERAL PLAN AMENDMENT
STAFF ANALYSIS
February 23, 2024

Application:	GPA-CE-2-23-6
Owner:	BDC Park 52, LLC and Melrose Park WHB, LLC
Applicant/Representative:	Wendy Riddell, Berry Riddell, LLC
Location:	Southwest corner of 52nd Street and McDowell Road
Acreage:	66.38 acres
Current Plan Designation:	Commerce/Business Park (59.25 acres) Residential 5 to 10 dwelling units per acre (7.13 acres)
Requested Plan Designation:	Mixed Use (Industrial / Commerce/Business Park / Commercial) (66.38 acres)
Reason for Requested Change:	Minor General Plan Amendment for general commercial, commerce park, and industrial
Camelback East Village Planning Committee Meeting Date:	March 5, 2024
Staff Recommendation:	Approval

FINDINGS:

1) The proposed General Plan Land Use Map designation of Mixed Use (Industrial / Commerce/Business Park / Commercial) would facilitate new industrial development, contributing to economic development within the Camelback East Village.

2) The companion rezoning case, Z-54-23-6, proposes design and development standards that will enhance connectivity in the immediate vicinity, including enhanced shade and detached sidewalks, and buffer the proposed uses from the adjacent residences.

3) The subject site is appropriate for industrial, commerce/business park, and commercial uses with adequate street access to two arterial streets.

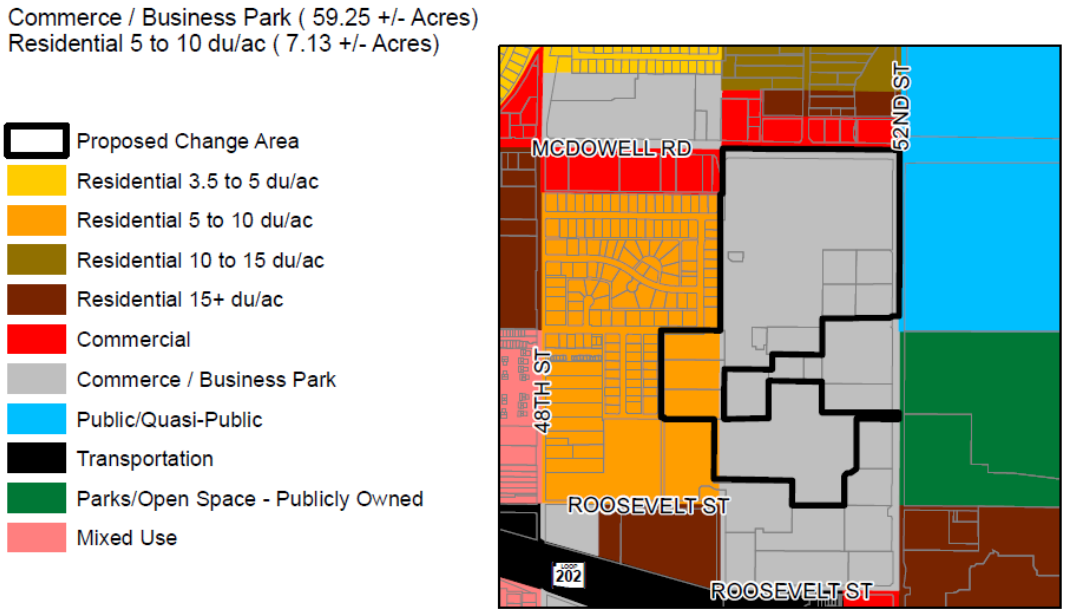
BACKGROUND

The subject site is 66.38 acres located at the southwest corner of 52nd Street and McDowell Road, currently designated with 59.25 acres of Commerce/Business Park, generally east of the 50th Street alignment, and 7.13 acres of Residential 5 to 10 dwelling units per acre, generally west of the 50th Street alignment, on the General Plan Land Use Map. The site currently contains industrial uses, surface parking, and vacant land. The applicant proposes to change the designation of the entirety of the site to Mixed Use (Industrial / Commerce/Business Park / Commercial) to allow commercial, commerce park, and industrial development.

Companion Case Z-54-23-6 is a request to rezone the subject site from IND. PK. (Industrial Park), R-3A (Multifamily Residence District), C-2 (Intermediate Commercial), and P-1 (Passenger Automobile Parking, Limited) to PUD (Planned Unit Development) for the 52nd Street & McDowell PUD to allow general commercial, commerce park, and industrial uses.

SURROUNDING LAND USES

West of the site are single-family homes and outdoor storage designated Residential 5 to 10 dwelling units per acre on the General Plan Land Use Map and commercial uses along McDowell Road designated Commercial. North of the site, across McDowell Road, are commercial uses designated Commercial. To the east, across 52nd Street is land designated Public/Quasi-Public containing facilities for the Arizona National Guard and Parks/Open Space - Publicly Owned containing city facilities. South of the site are industrial and commercial uses designated Commerce/Business Park.



Existing General Plan Land Use Map designation, Source: Planning and Development Department

RELATIONSHIP TO GENERAL PLAN CORE VALUES AND PRINCIPLES

STRENGTHEN OUR LOCAL ECONOMY

- ***MANUFACTURING/INDUSTRIAL DEVELOPMENT; LAND USE PRINCIPLE: Support the expansion of industrial zoning in targeted industrial areas.***

  The proposal allows the expansion of industrial development on the subject site, which is within and adjacent to an industrial property.

CELEBRATE OUR DIVERSE COMMUNITIES & NEIGHBORHOODS

- ***CERTAINTY & CHARACTER*; DESIGN PRINCIPLE: *Create new development or redevelopment that is sensitive to the scale and character of the surrounding neighborhoods and incorporates adequate development standards to prevent negative impact(s) on the residential properties*.**

  The proposal, as regulated by the PUD Narrative of companion rezoning case Z-54-23-6, includes development standards, including enhanced setbacks, enhanced landscaping, and a height transition, to prevent any negative impact on the adjacent residential properties.

BUILD THE SUSTAINABLE DESERT CITY

- ***TREES AND SHADE: DESIGN PRINCIPLE: Integrate trees and shade into the design of new development and redevelopment projects throughout Phoenix.***

  The proposal, as regulated by the PUD Narrative of companion rezoning case Z-54-23-6, includes development standards that require enhanced landscaping and shade, including detached sidewalks and minimum shade requirements for sidewalks and parking areas. This will help to provide shade for pedestrians and bicyclists in and around the community and to mitigate the urban heat island effect by covering hard surfaces, thus cooling the micro-climate around the vicinity.

COMMUNITY INPUT SUMMARY

At the time this staff report was written, staff has not received any community correspondence regarding this request.

CONCLUSION AND RECOMMENDATION

Staff recommends approval of GPA-CE-2-23-6. The proposed land use map designation allows for industrial, commerce park, and commercial development at an appropriate location. The companion rezoning case, Z-54-23-6, as stipulated, will

enhance connectivity in the surrounding area and add standards to buffer the proposed uses from the nearby residences.

Writer
Anthony Grande
February 23, 2024

Team Leader
Racelle Escolar

Exhibits
Sketch Maps (2 pages)

GENERAL PLAN AMENDMENT

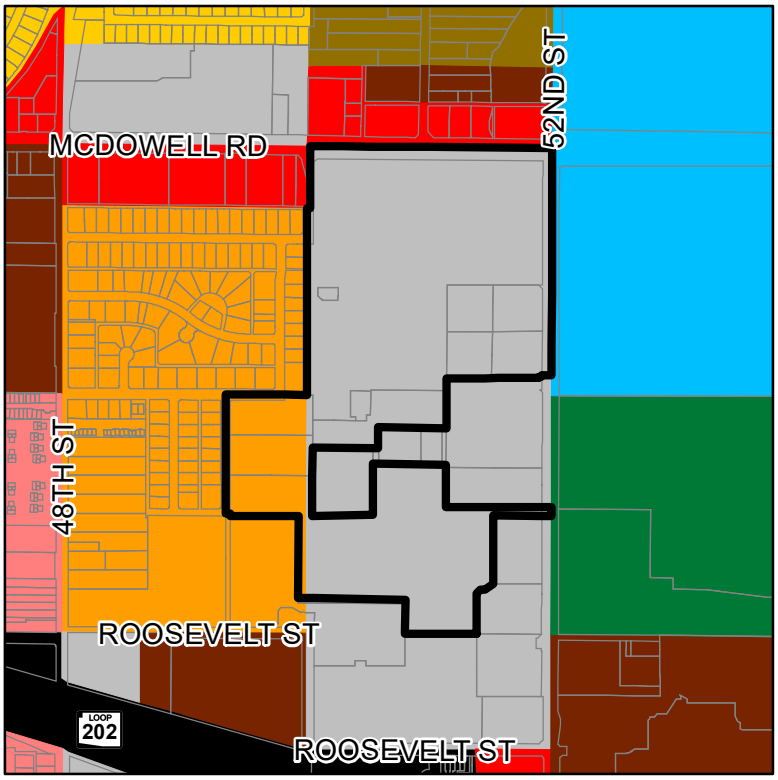
CITY OF PHOENIX ♦ PLANNING & DEVELOPMENT DEPARTMENT ♦ 200 W WASHINGTON ST ♦ PHOENIX, AZ ♦ 85003 ♦ (602) 262-6882

APPLICATION NO: GPA-CE-2-23-6	ACRES: 66.38 +/-	REVISION DATE:
VILLAGE: Camelback East	COUNCIL DISTRICT: 6	2/23/2024
APPLICANT: Baker Development - BDC 44, LLC		

EXISTING:

Commerce / Business Park (59.25 +/- Acres)
Residential 5 to 10 du/ac (7.13 +/- Acres)

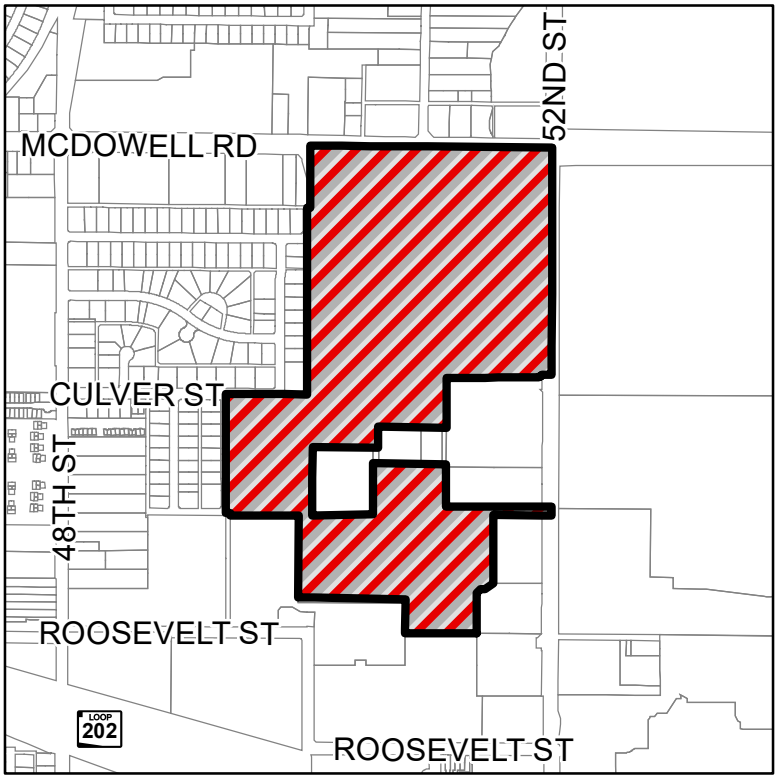
- Proposed Change Area
- Residential 3.5 to 5 du/ac
- Residential 5 to 10 du/ac
- Residential 10 to 15 du/ac
- Residential 15+ du/ac
- Commercial
- Commerce / Business Park
- Public/Quasi-Public
- Transportation
- Parks/Open Space - Publicly Owned
- Mixed Use



PROPOSED CHANGE:

Mixed Use (Industrial /
Commerce/Business Park / Commercial
(66.38 +/- Acres)

- Proposed Change Area
- Mixed Use (Industrial / Commerce/Business Park / Commercial)



GENERAL PLAN AMENDMENT

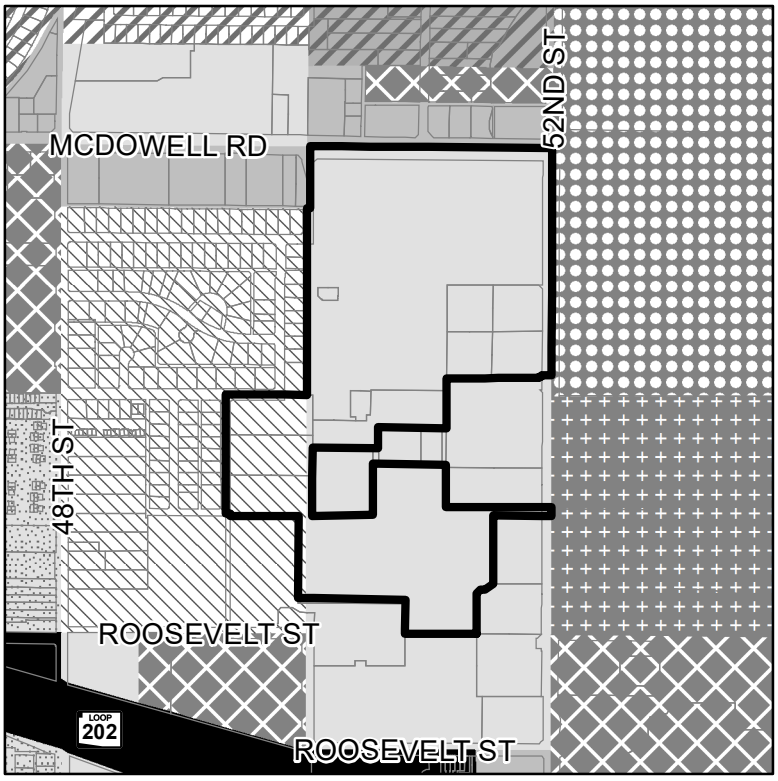
CITY OF PHOENIX ♦ PLANNING & DEVELOPMENT DEPARTMENT ♦ 200 W WASHINGTON ST ♦ PHOENIX, AZ ♦ 85003 ♦ (602) 262-6882

APPLICATION NO: GPA-CE-2-23-6	ACRES: 66.38 +/-	REVISION DATE:
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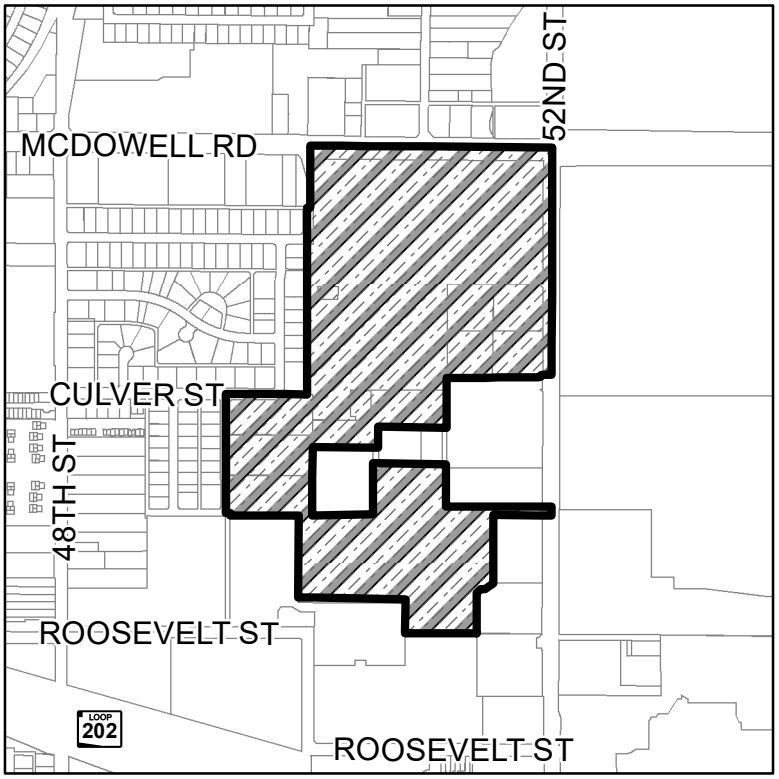
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- Commerce / Business Park
- Public/Quasi-Public
- Transportation
- Parks/Open Space - Publicly Owned
- Mixed Use



PROPOSED CHANGE:

Mixed Use (Industrial /
Commerce/Business Park / Commercial
(66.38 +/- Acres)

- Proposed Change Area
- Mixed use (Industrial / Commerce/Business Park / Commercial)



Village Planning Committee Meeting Summary
GPA-CE-2-23-6
INFORMATION ONLY

Date of VPC Meeting	January 9, 2024
Request From	Residential 5 to 10 dwelling units per acres and Commerce/Business Park
Request To	Mixed Use (Industrial/Commerce/Business Park/Commercial)
Proposal	Minor General Plan Amendment for general commercial, commerce park, and industrial
Location	Southwest corner of 52nd Street and McDowell Road

VPC DISCUSSION & RECOMMENDED STIPULATIONS:

Cases GPA-CE-2-23-6 and Z-54-23-6 are companion cases and were heard together.

No members of the public registered to speak on this item.

APPLICANT PRESENTATION:

Wendy Riddell with Berry Riddell, LLC introduced herself and noted she is presenting on behalf of Baker Development. Ms. Riddell stated the proposal is at a location known as the Motorola site a former conductor development site consisting of 66 acres. Ms. Riddell stated this site is currently occupied by Onsemi a conduct development company and it has been an industrial campus for a long time. Ms. Riddell displayed maps of this site from 1969 when it was a larger employer. Ms. Riddell said with the proposed redevelopment the site could be a productive employment center. Ms. Riddell stated the current overall site is in disrepair. Ms. Riddell expressed that Baker, the development company, has been in business for over 40 years and has been involved in many successful projects and are currently engaged in six active projects in the Phoenix area. Ms. Riddell discussed the request from mixed use to PUD with a minor General Plan Amendment which is part of the presentation. Ms. Riddell explained the PUD request is most applicable because it will allow a larger employer to the site with some flexibility for the development options. Ms. Riddell reviewed the proposed uses including C-3, commerce park, general commerce park, light industrial and public utility buildings are among some options. Ms. Riddell noted prohibited uses including residential uses on the site. Ms. Riddell stated the intent of the proposal is to be an employment center business park with no residential development. Ms. Riddell stated there is no site plan because they are still reviewing options for flexibility, but they will include landscape setbacks and improvements to the streetscape along 52nd Street

and McDowell Road. Ms. Riddell expressed the proposal may include a building height of up to 60 feet with accommodating steps backs, open space, shade requirements with enhanced amenities for the entire campus. Ms. Riddell stated that the design will increase setbacks when adjacent to residential areas and landscaped areas will be enhanced for the streetscape frontages. Ms. Riddell stated the landscape palate will include low water use plants and will be uniformly applied through the entire campus development for pedestrian circulation and to provide meaningful shade. Ms. Riddell stated the architecture for the site will include development standards and finish materials to be sensitive to the adjacent residential area. Ms. Riddell stated the campus area will have an amphitheater, a covered pavilion outdoor and activity areas. Ms. Riddell thanked the committee and concluded her comments.

QUESTIONS FROM THE COMMITTEE:

Committee Member Grace asked if they will be working with the EPA to remediate the site with all the existing infrastructure. **Ms. Riddell** responded that remediation has been ongoing. Committee Member Grace commented that access to the site should be maintained as the cleanup of the site continues.

Committee Member Augusta asked if the applicant is the current site owner. **Ms. Riddell** responded yes.

PUBLIC COMMENTS:

None.

APPLICANT RESPONSE:

None.

COMMITTEE DISCUSSION:

None.

Village Planning Committee Meeting Summary
GPA-CE-2-23-6

Date of VPC Meeting	March 5, 2024
Request From	Residential 5 to 10 dwelling units per acre and Commerce/Business Park
Request To	Mixed Use (Industrial/Commerce/Business Park Commercial)
Proposal	Minor General Plan Amendment for general commercial, commerce park, and industrial
Location	Southwest corner of 52nd Street and McDowell Road
VPC Recommendation	Approval, per the staff recommendation
VPC Vote	15-0

VPC DISCUSSION & RECOMMENDED STIPULATIONS:

Cases GPA-CE-2-23-6 and Z-54-23-6 are companion cases and were heard together.

Two members of the public registered to speak in support of this this item.

STAFF PRESENTATION:

John Roanhorse, staff, provided an overview of the request including the location of the proposal, existing and proposed zoning and districts and surrounding land uses. Mr. Roanhorse displayed the site plan proposed PUD (Planned Unit Development) standards for building height, setbacks, streetscapes and open space. Mr. Roanhorse discussed the General Plan Land Use Map changes. Mr. Roanhorse shared the staff findings and stated that staff recommends approval subject to stipulations.

APPLICANT PRESENTATION:

Wendy Riddell with Berry Riddell, LLC introduced herself and noted she is presenting on behalf of Baker Development. Ms. Riddell stated the proposal is approximately 66 acres and located at the former Motorola site located at 52nd Street and McDowell Road. Ms. Riddell stated this site is currently used by Onsemi an electronics conductor development company and the site no longer has the demand it once did for intense industrial uses. Ms. Riddell said originally the site was a larger and highly productive employment center and now it is time to reimagine the site for new opportunities. Ms. Riddell stated that Baker Development has experience in working with sites that require remediation, and the subject site is a Super Fund site and will require some specialization for development. Ms. Riddell expressed that the intended proposal is to

develop a PUD and align it with the General Plan and is an economic opportunity for development and is in a great location. Ms. Riddell stated that with a PUD the objective was to design a comprehensive development for flexibility and maximize the speed to market opportunity to attract users. Ms. Riddell explained with the design the site will be ready, flexible and suitable to the needs of various commercial, commerce park and industrial uses. Ms. Riddell stated that no residential uses are proposed for the site because of ongoing remediation and there is deed restriction that would prevent residential uses. Ms. Riddell discussed the building height in relation to setbacks, open space, landscaping, shading, site amenities and a revision to office spaces in response to employee comfort and functionality. Ms. Riddell expressed that the design includes setbacks and landscaping adjacent to the existing residential area. Ms. Riddell said the proposal includes high quality architecture and design as part of the aesthetics on the site. Ms. Riddell stated that in preparing the proposal they did extensive outreach and engaged the adjacent neighborhood and had two meetings to provide as much information as possible. Ms. Riddell stated they did respond to correspondence that was received to address access to the site and they did meet with the VPC Chair and discussed the applicant's response and proposed adjustments. Ms. Riddell said they are in agreement with staff's stipulations and concluded her comments to the committee.

QUESTIONS FROM THE COMMITTEE:

Committee Member Sharaby asked if the proposal includes an amphitheater as part of the development and if so what would be the capacity. **Ms. Riddell** responded that any outdoor venue would be small in scale and not a large concert area.

Chair Swart asked the committee if they had additional questions then noted the public would have the opportunity to ask questions or provide comments.

PUBLIC COMMENTS:

Christie Mackay, Director of the Community and Economic Development Department, thanked Chair Swart and the Camelback East Village Planning Committee for the opportunity to comment. Ms. Mackay noted the history of the Motorola site and its growth and economic success. Ms. Mackay stated that the development went through its life cycle and the former company has transitioned into smaller operations. Ms. Mackey stated many developing companies that come to Phoenix look for suitable sites that have transportation connections and are centrally located. Ms. Mackay stated that from an economic point of view development of the proposed site is an opportunity for redevelopment. Ms. Mackay stated that among the opportunities is to give new life to this brownfields site. Ms. Mackay stated they have been working with Baker Development of the site to increase the opportunity for new partners and prospects.

Chair Swart thanked Ms. Mackay for her comments and her work with the city. Chair Swart noted that Ms. Mackay has worked to bring many economic opportunities to the city and has worked through many challenges and has been successful with the new

Data Center. Chair Swart expressed that it is an honor to have Ms. Mackay present with the committee. Chair Swart stated that in addition to bringing in new businesses she has also worked to protect neighborhoods throughout the city.

Vice Chair Fischbach commented that Ms. Mackay's work has not only focused on businesses but explored solutions for homelessness. Vice Chair Fischbach stated that Ms. Mackay has also been engaged in seeking solutions for homelessness and affordable housing. Vice Chair Fischbach commended Ms. Mackay's service and continued effort to find solutions across various shareholders.

Jack Robson introduced himself and stated he is with a community business. Mr. Robson stated his company has been in operation for 50 years and is looking for a new headquarters south of the proposed site on 52nd Street. Mr. Robson stated his business broke ground last year and is excited about this proposal. Mr. Robson stated he would prefer that the project have a greater setback on 52nd Street and include more parking for other developments south of the site and this would attract more businesses to the area and consider other employers that are looking at proposed development site.

APPLICANT RESPONSE:

Ms. Riddell stated she had no additional comments and thanked the committee.

COMMITTEE DISCUSSION:

None.

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

Committee Member Paceley asked for clarification on motions for the General Plan Amendment case GPA-CE-2-23-6, and the rezone request Z-54-23-6 and that each would be voted on separately. **Chair Swart** responded affirmatively that there would be two voting actions.

MOTION:

Committee Member Paceley motioned to recommend approval of GPA-CE-2-23-6 per the staff recommendation. **Committee Member Abbott** seconded the motion.

VOTE:

15-0; motion to recommend approval of GPA-CE-2-23-6 per the staff recommendation passes with Committee members Abbott**,** Augusta, Baumer, Bayless Eichelkraut, Guevar, Jurayeva, Langmade, Paceley, Schmieder, Sharaby, Whitesell, Williams, Fischbach and Swart in favor.

Committee Member Jurayeva commented that she is in favor of the proposal and the applicant should note the speaker Mr. Jack Robson's concern on parking and improvements to 52nd Street.

Chair Swart commended Ms. Riddell on the presentation and her work prior to bringing the project to the committee, and the outreach and preparation was highly professional and beneficial**.**

STAFF COMMENTS REGARDING VPC RECOMMENDATION:

Staff has no comments.

ATTACHMENT D

REPORT OF PLANNING COMMISSION ACTION
April 4, 2024

ITEM NO: 3	
	DISTRICT NO.: 6
SUBJECT:	
Application #:	GPA-CE-2-23-6 (Companion Case Z-54-23-6)
Location:	Southwest corner of 52nd Street and McDowell Road
From:	Residential 5 to 10 dwelling units per acre and Commerce/Business Park
To:	Mixed Use (Industrial/Commerce/Business Park/ Commercial)
Acreage:	66.38
Proposal:	Minor General Plan Amendment for general commercial, commerce park, and industrial
Applicant:	Wendy Riddell, Berry Riddell, LLC
Owner:	BDC Park 52, LLC and Melrose Park WHB, LLC
Representative:	Wendy Riddell, Berry Riddell, LLC

ACTIONS:

Staff Recommendation: Approval.

Village Planning Committee (VPC) Recommendation:
Camelback East 1/9/2024 Information only.
Camelback East 3/5/2024 Approval, per the staff recommendation. Vote: 15-0.

Planning Commission Recommendation: Approval, per the Camelback East Village Planning Committee recommendation.

Motion Discussion: N/A

Motion details: Vice Chairperson Busching made a MOTION to approve GPA-CE-2-23-6, per the Camelback East Village Planning Committee recommendation.

Maker: Vice-Chairperson Busching
Second: Matthews
Vote: 8-0
Absent: Mangum
Opposition Present: No

Findings:

1. The proposed General Plan Land Use Map designation of Mixed Use (Industrial / Commerce/Business Park / Commercial) would facilitate new industrial development, contributing to economic development within the Camelback East Village.

2. The companion rezoning case, Z-54-23-6, proposes design and development standards that will enhance connectivity in the immediate vicinity, including enhanced shade and detached sidewalks, and buffer the proposed uses from the adjacent residences.

3. The subject site is appropriate for industrial, commerce/business park, and commercial uses with adequate street access to two arterial streets.

This publication can be made available in alternate format upon request. Please contact Teleia Galaviz at 602-291-2559, teleia.galaviz@phoenix.gov, TTY: Use 7-1-1.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** 110

Public Hearing and Ordinance Adoption - Rezoning Application Z-54-23-6 (52nd Street & McDowell PUD) - Southwest Corner of 52nd Street and McDowell Road (Ordinance G-7255)

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-54-23-6 and rezone the site from IND. PK. (Industrial Park), R-3A (Multifamily Residence District), C-2 (Intermediate Commercial), and P-1 (Passenger Automobile Parking, Limited) to PUD (Planned Unit Development) to allow general commercial, commerce park, and industrial. This is a companion case to GPA-CE-2-23-6 and must be heard following GPA-CE-2-23-6.

Summary

Current Zoning: IND. PK., R-3A, C-2, and P-1
Proposed Zoning: PUD
Acreage: 66.38
Proposal: General commercial, commerce park, and industrial

Owners: BDC Park 52, LLC and Melrose Park WHB, LLC
Applicant: Baker Development, BDC 44, LLC
Representative: Wendy Riddell, Berry Riddell, LLC

Staff Recommendation: Approval, subject to stipulations.
VPC Info: The Camelback East Village Planning Committee heard this item on Jan. 9, 2024, for information only.
VPC Action: The Camelback East Village Planning Committee heard this item on March 5, 2024, and recommended approval, per the staff recommendation, by a vote of 15-0.
PC Action: The Planning Commission heard this item on April 4, 2024, and recommended approval, per the Camelback East Village Planning Committee recommendation, by a vote of 8-0.

Location

Southwest corner of 52nd Street and McDowell Road
Council District: 6

Parcel Address: 1110 N. 52nd St. and 5005 E. McDowell Road

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson 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 ZONING ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE PARCEL DESCRIBED HEREIN (CASE Z-54-23-6) FROM IND. PK. (INDUSTRIAL PARK), R-3A (MULTIFAMILY RESIDENCE DISTRICT), C-2 (INTERMEDIATE COMMERCIAL), AND P-1 (PASSENGER AUTOMOBILE PARKING, LIMITED) TO PUD (PLANNED UNIT DEVELOPMENT).

_____

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The zoning of a 66.38-acre site located at the southwest corner of 52nd Street and McDowell Road in a portion of Section 5, Township 1 North Direction, Range 4 East, as described more specifically in Exhibit “A,” is hereby changed from 54.05 acres of “IND. PK.” (Industrial Park), 4.91 acres of “R-3A” (Multifamily Residence District), 4.73 acres of “C-2” (Intermediate Commercial), and 2.69 acres of “P-1” (Passenger Automobile Parking, Limited) to “PUD” (Planned Unit Development).

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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 52nd Street & McDowell 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 February 16, 2024, as modified by the following stipulations:

    a. Front cover: Revise the submittal date information to add the following: City Council adopted: [Add adoption date] and to revise the Hearing Draft date to February 16, 2024.

    b. Page 9, Shade Standards Table, first row: delete the following text: (52nd Street and McDowell Road frontages).

    c. Page 11, Landscape Standards Table: add footnote to 50th Street (north of commercial alley) and 50th Street (between commercial alley and Brill St) rows as follows: If any portion of 50th Street, north of Brill Street, is abandoned, the landscape setback may start at a line 34 feet east of the 50th Street monument line (the eastern edge of the right-of-way existing at the time of approval of this PUD). If access is maintained on the previously dedicated 50th Street, the condition shall reflect the condition shown on Sections A and B.

    d. Page 22, Design Standards, Shade, first item, second sentence: delete “fronting 52nd Street and McDowell Road” and revise “10% of parking lot areas” to “25% of parking lot areas.”

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2. The developer shall dedicate right-of-way and construct a bus stop pad on southbound 52nd Street. The bus stop pad shall be constructed according to City of Phoenix Standard Detail P1260 with a minimum depth of 10 feet. The bus stop pad shall be spaced from McDowell Road according to City of Phoenix Standard Detail P1258. Trees shall be placed to provide 50% shade coverage to the bus stop pad at full maturity.

3. The developer shall dedicate right-of-way and construct a bus stop pad on eastbound McDowell Road. The bus stop pad shall be constructed according to City of Phoenix Standard Detail P1260 with a minimum depth of 10 feet. The bus stop pad shall be spaced from 50th Street according to City of Phoenix Standard Detail P1258. Trees shall be placed to provide 50% shade coverage to the bus stop pad at full maturity.

4. Right-of-way along the south side of McDowell Road shall be dedicated to construct a flared intersection to accommodate a right-hand turn pocket at 52nd Street, including intersection upgrades and other incidentals, as required by the Street Transportation Department.

5. The existing streetscapes beginning at back of curb, including median islands, shall be replenished with the approved landscaping and trees along McDowell Road and 52nd Street, as approved by the Planning and Development Department.

6. The 50th Street right-of-way, adjacent to the site, shall be constructed to comply with City of Phoenix right-of-way improvement and termination standards. Improvements shall include paving, curb, gutter, sidewalk, curb ramps, streetlights, median islands, landscaping, other incidentals, as per plans approved by the Planning and Development Department. Termination of the 50th Street right-of-way shall be constructed per the City of Phoenix termination standards and may require additional dedications, as required by the Street Transportation Department.

7. All streets within and adjacent to the development shall be constructed 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.

8. Only landscape materials listed in the Phoenix Active Management Area Low-Water-Use/Drought-Tolerant Plant List shall be utilized, as approved or modified by the Planning and Development Department

9. Natural turf shall only be utilized for required retention areas (bottom of basin) and/or functional turf located in employee recreation areas, as approved by the Planning and Development Department.

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10. Landscaping shall be maintained by permanent and automatic/water efficient WaterSense labeled irrigation controllers (or similar smart controller) to minimize maintenance and irrigation water consumption for all on and offsite landscape irrigation.

11. A minimum of two green infrastructure (GI) techniques for stormwater management shall be implemented per the Greater Phoenix Metro Green Infrastructure and Low-Impact Development Details for Alternative Stormwater Management, as approved or modified by the Planning and Development Department.

12. Prior to final site plan approval, documentation shall be provided that demonstrates a commitment to participate in the City of Phoenix Businesses Water Efficiency Program for a minimum of 10 years, or as approved by the Planning and Development Department.

13. 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.

14. If determined necessary by the Phoenix Archaeology 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 Archaeologist prior to clearing and grubbing, landscape salvage, and/or grading approval.

15. If Phase I data testing is required, and if, upon review of the results from the Phase I data testing, the City Archaeologist, in consultation with a qualified archaeologist, determines such data recovery excavations are necessary, the applicant shall conduct Phase II archaeological data recovery excavations.

16. 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.

17. Prior to final 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.

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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 1st day of May, 2024.

_____
MAYOR

ATTEST:

_____
Denise Archibald, City Clerk

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By:
_____
_____

REVIEWED BY:

_____
Jeffrey Barton, City Manager

Exhibits:
A – Legal Description (4 Pages)
B – Ordinance Location Map (1 Page)

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EXHIBIT A

LEGAL DESCRIPTION FOR Z-54-23-6

A PORTION OF LAND SITUATED WITHIN THE WEST HALF OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 5, MARKED BY CITY OF PHOENIX BRASS CAP IN HANDHOLE, FROM WHICH THE CENTER CORNER OF SAID SECTION 5, MARKED BY BY CITY OF PHOENIX BRASS CAP IN HANDHOLE BEARS SOUTH 00°19'00" EAST, A DISTANCE OF 2637.62 FEET;

THENCE NORTH 90°00'00" WEST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 50.56 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 70.00 FEET, TO A POINT ON A LINE PARALLEL WITH AND 70.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 45°01'21" EAST, A DISTANCE OF 1.35 FEET, TO A POINT ON A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5;

THENCE SOUTH 00°19'00" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 73.25 FEET;

THENCE SOUTH 08°41'13" WEST, A DISTANCE OF 12.78 FEET, TO A POINT ON A LINE 52.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5;

THENCE SOUTH 00°19'00" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 586.82 FEET;

THENCE SOUTH 89°55'37" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 47°58'59" EAST, A DISTANCE OF 29.76 FEET, TO A POINT ON A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5;

THENCE SOUTH 00°19'00" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 124.61 FEET;

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THENCE SOUTH 04°14'34" WEST, A DISTANCE OF 25.16 FEET, TO A POINT ON A LINE 52.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5;

THENCE SOUTH 00°19'00" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 322.26 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 36.93 FEET, WHOSE CHORD BEARS SOUTH 66°42'06" WEST, A DISTANCE OF 29.18 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH CENTRAL ANGLE OF 46°32'08", AN ARC LENGTH OF 30.00 FEET TO A NON-TANGENT POINT;

THENCE SOUTH 89°58'17" WEST, A DISTANCE OF 211.70 FEET;

THENCE SOUTH 85°38'56" WEST, A DISTANCE OF 70.70 FEET;

THENCE SOUTH 89°56'17" WEST, A DISTANCE OF 208.08 FEET;

THENCE SOUTH 00°01'57" EAST, A DISTANCE OF 65.11 FEET;

THENCE SOUTH 00°01'21" EAST, A DISTANCE OF 202.96 FEET;

THENCE NORTH 89°41'36" WEST, A DISTANCE OF 370.07 FEET;

THENCE SOUTH 00°01'10" WEST, A DISTANCE OF 115.50 FEET;

THENCE SOUTH 89°42'38" WEST, A DISTANCE OF 357.19 FEET;

THENCE SOUTH 00°25'30" EAST, A DISTANCE OF 360.02 FEET;

THENCE NORTH 89°44'02" EAST, A DISTANCE OF 330.06 FEET;

THENCE NORTH 00°25'05" WEST, A DISTANCE OF 275.98 FEET;

THENCE SOUTH 89°40'54" EAST, A DISTANCE OF 396.66 FEET;

THENCE SOUTH 00°01'57" EAST, A DISTANCE OF 228.68 FEET;

THENCE NORTH 89°46'00" EAST, A DISTANCE OF 520.69 FEET, TO A POINT ON A LINE 52.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5;

THENCE SOUTH 00°19'00" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 42.94 FEET;

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THENCE NORTH 88°58'50" WEST, A DISTANCE OF 8.91 FEET;

THENCE SOUTH 42°37'12" EAST, A DISTANCE OF 8.35 FEET;

THENCE SOUTH 89°48'14" WEST, A DISTANCE OF 257.79 FEET;

THENCE SOUTH 00°19'17" EAST, A DISTANCE OF 369.11 FEET;

THENCE SOUTH 54°36'54" WEST, A DISTANCE OF 54.59 FEET;

THENCE SOUTH 89°36'10" WEST, A DISTANCE OF 24.96 FEET;

THENCE SOUTH 44°42'01" WEST, A DISTANCE OF 28.38 FEET;

THENCE SOUTH 00°20'08" EAST, A DISTANCE OF 229.56 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 390.84 FEET;

THENCE NORTH 00°28'11" WEST, A DISTANCE OF 196.65 FEET;

THENCE SOUTH 89°34'42" WEST, A DISTANCE OF 583.68 FEET;

THENCE NORTH 00°42'05" WEST, A DISTANCE OF 451.18 FEET;

THENCE SOUTH 89°45'46" WEST, A DISTANCE OF 361.20 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF 49TH PLACE;

THENCE NORTH 00°30'58" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 612.79 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 11.93 FEET, WHOSE CHORD BEARS NORTH 44°36'59" EAST, A DISTANCE OF 16.91 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH CENTRAL ANGLE OF 90°15'54", AN ARC LENGTH OF 18.79 FEET TO A TANGENT POINT, ON THE SOUTH RIGHT-OF-WAY LINE OF CULVERT STREET;

THENCE NORTH 89°44'56" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 280.99 FEET;

THENCE NORTH 00°28'22" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 89°44'56" EAST, A DISTANCE OF 130.57 FEET;

THENCE NORTH 00°25'06" WEST, A DISTANCE OF 815.43 FEET;

DRAFT

THENCE NORTH 89°33'51" EAST, A DISTANCE OF 26.00 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 50TH STREET;

THENCE NORTH 00°25'06" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 446.17 FEET;

THENCE NORTH 44°47'27" EAST, A DISTANCE OF 24.66 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MCDOWELL ROAD;

THENCE NORTH 90°00'00" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1228.50 FEET, THE POINT OF BEGINNING.

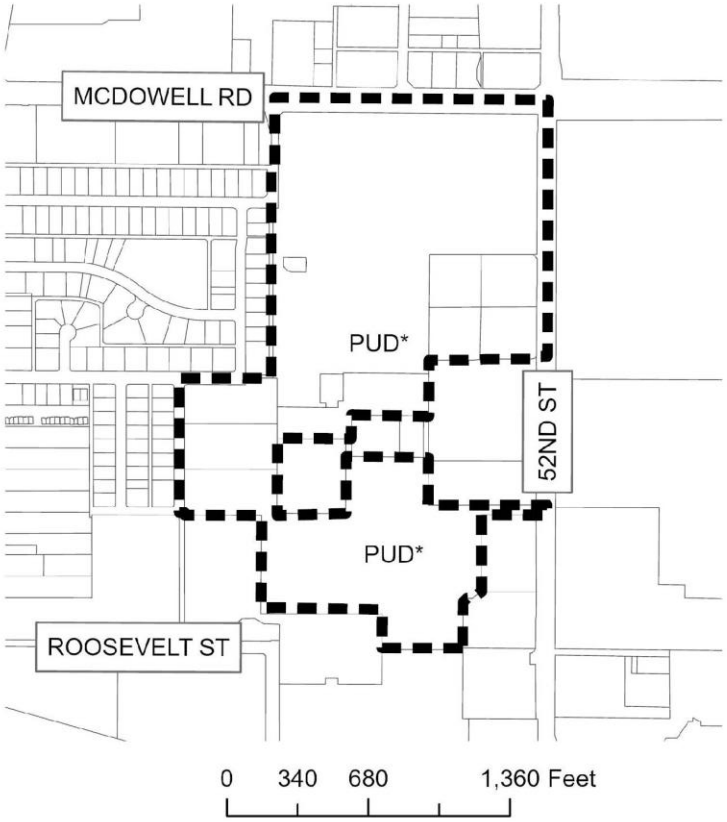
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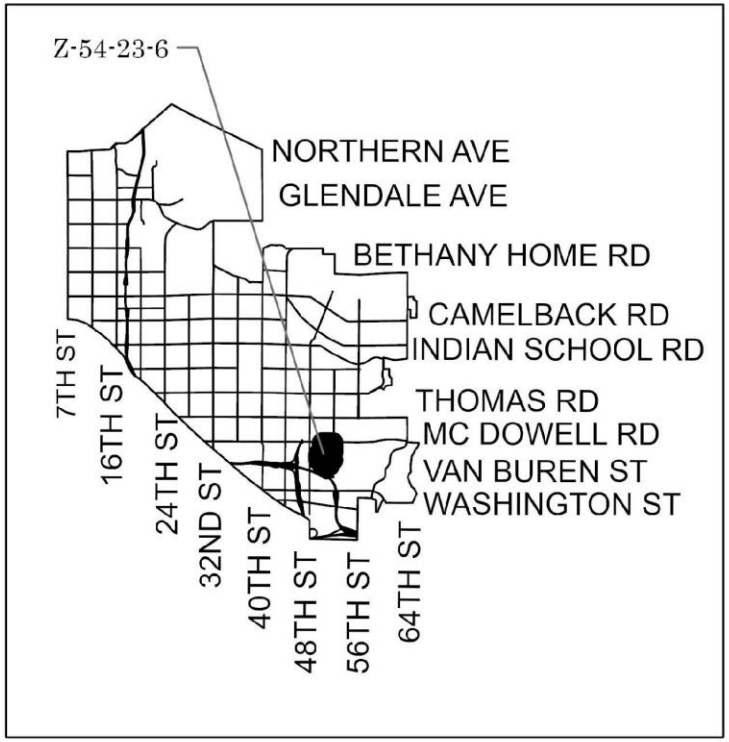
ORDINANCE LOCATION MAP

EXHIBIT B

ZONING SUBJECT TO STIPULATIONS: *
SUBJECT AREA:

Zoning Case Number: Z-54-23-6
Zoning Overlay: N/A
Planning Village: Camelback East





NOT TO SCALE

N

Drawn Date: 3/29/2024

\\cne\pdd\Shared\Department Share\Information Systems\PL GIS\IS_Team\Core_Functions\Zoning\SuppMaps_OrdMaps\2024 Ord\5-1-24\5-1-24.aprx

Staff Report: Z-54-23-6
52nd Street & McDowell PUD
February 23, 2024

Camelback East Village Planning Committee Meeting Date:	March 5, 2024
Planning Commission Hearing Date:	April 4, 2024
Request From:	IND. PK. (Industrial Park) (54.05 acres), R-3A (Multifamily Residence District) (4.91 acres), C-2 (Intermediate Commercial) (4.73 acres), and P-1 (Passenger Automobile Parking, Limited) (2.69 acres)
Request To:	PUD (Planned Unit Development) (66.38 acres)
Proposal:	PUD to allow general commercial, commerce park, and industrial
Location:	Southwest corner of 52nd Street and McDowell Road
Owner:	BDC Park 52, LLC and Melrose Park WHB, LLC
Applicant:	Baker Development, BDC 44, LLC
Representative:	Wendy Riddell, Berry Riddell, LLC
Staff Recommendation:	Approval, subject to stipulations

General Plan Conformity	
General Plan Land Use Map Designation	Current Commerce/Business Park Residential 5 to 10 dwelling units per acre Proposed (GPA-CE-2-23-6) Mixed Use (Industrial / Commerce/Business Park / Commercial)

<table>
<tr><th colspan="4">General Plan Conformity</th></tr>
<tr><td rowspan="5">Street Map Classification</td><td>McDowell Road</td><td>Major Arterial</td><td>70-foot south half street</td></tr>
<tr><td>52nd Street</td><td>Arterial</td><td>Width varies from 50-foot to 52-foot west half street</td></tr>
<tr><td>50th Street</td><td>Local Street</td><td>34-foot east half street</td></tr>
<tr><td>Culver Street</td><td>Local Street</td><td>30-foot south half-street</td></tr>
<tr><td>49th Place</td><td>Local Street</td><td>25-foot east half-street</td></tr>
<tr><td colspan="4">STRENGTHEN OUR LOCAL ECONOMY CORE VALUE; MANUFACTURING/INDUSTRIAL DEVELOPMENT; LAND USE PRINCIPLE: Support the expansion of industrial zoning in targeted industrial areas.

The proposed PUD allows the expansion of industrial development on the subject site, which is within and adjacent to an industrial property.</td></tr>
<tr><td colspan="4">CELEBRATE OUR DIVERSE COMMUNITIES & NEIGHBORHOODS CORE VALUE; CERTAINTY & CHARACTER; DESIGN PRINCIPLE: Create new development or redevelopment that is sensitive to the scale and character of the surrounding neighborhoods and incorporates adequate development standards to prevent negative impact(s) on the residential properties.

The proposed PUD includes development standards, including enhanced setbacks, enhanced landscaping, and a height transition, to prevent any negative impact on the adjacent residential properties.</td></tr>
<tr><td colspan="4">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 proposed PUD sets forth development standards that require enhanced landscaping and shade, including detached sidewalks and minimum shade requirements for sidewalks and parking areas. This will help to provide shade for pedestrians and bicyclists in and around the community and to mitigate the urban heat island effect by covering hard surfaces, thus cooling the micro-climate around the vicinity.</td></tr>
</table>

Applicable Plan, Overlays, and Initiatives
Complete Streets Guiding Principles – See Background Item No. 10.
Comprehensive Bicycle Master Plan – See Background Item No. 11.
Tree and Shade Master Plan – See Background Item No. 12.
Transportation Electrification Action Plan – See Background Item No. 13.
Conservation Measures for New Development – See Background Item No. 14.
Zero Waste PHX – See Background Item No. 15.

Surrounding Land Uses/Zoning		
	Land Use	**Zoning**
On Site	Industrial uses, parking, and vacant land	IND. PK., R-3A, C-2, and P-1
North (Across McDowell Road)	Commercial uses	C-2
South	Industrial uses, commercial uses, and vacant land	IND. PK.
East (Across 52nd Street)	Military facilities and city facility	R1-6 and R1-6 HP
East	Industrial uses	IND. PK.
West	Commercial uses, single-family residential, and outdoor storage	C-2, R-3, R-4, CP/GCP

Background/Issues/Analysis

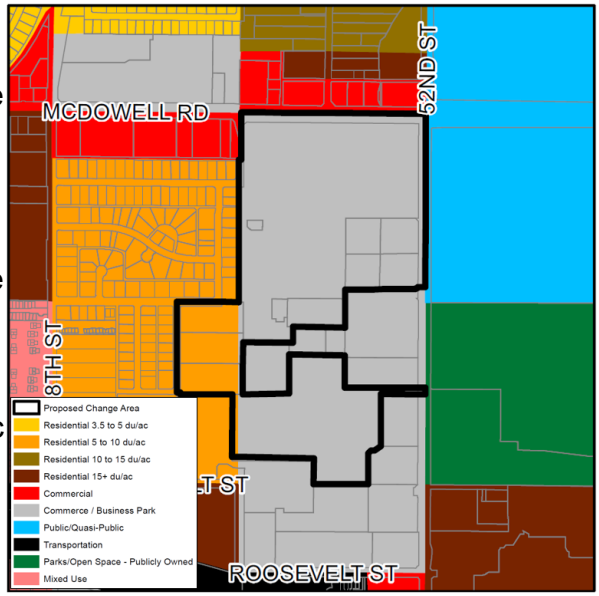
SUBJECT SITE

1. This request is to rezone a 66.38-acre site located at the southwest corner of 52nd Street and McDowell Road from IND. PK. (Industrial Park), R-3A (Multifamily Residence District), C-2 (Intermediate Commercial), and P-1 (Passenger Automobile Parking, Limited) to PUD (Planned Unit Development) to allow general commercial, commerce park, and industrial. The subject site contains industrial uses, surface parking lots, and vacant land.

   The site was annexed into the City of Phoenix from unincorporated Maricopa County in 1959. In 1961, most of the site was zone IND. PK. while portions were zoned C-2, R-3, and R1-6. The R1-6 portion was rezoned to IND. PK. in 1967 (Case No. Z-64-67), and the R-3 portion was rezoned to R-3A in 1981 (Case No. Z-262-81) and P-1 in 1965 (Case No. Z-63-65). The site was originally platted in 1965 for the Motorola, Inc. Semiconductor Products Division Industrial Park Subdivision and was subsequently developed with industrial uses.

GENERAL PLAN LAND USE MAP DESIGNATION

2. The subject site is designated as Commerce/Business Park and Residential 5 to 10 dwelling units per acre on the General Plan Land Use Map. The properties to the north, across McDowell Road are designated Commercial. Properties to the west are designated Residential 5 to 10 dwelling units per acre and Commercial. Properties to the south are designated Commerce/Business Park. Properties to the east, across 52nd Street are designated Public/Quasi-Public and Parks/Open Space - Publicly Owned.

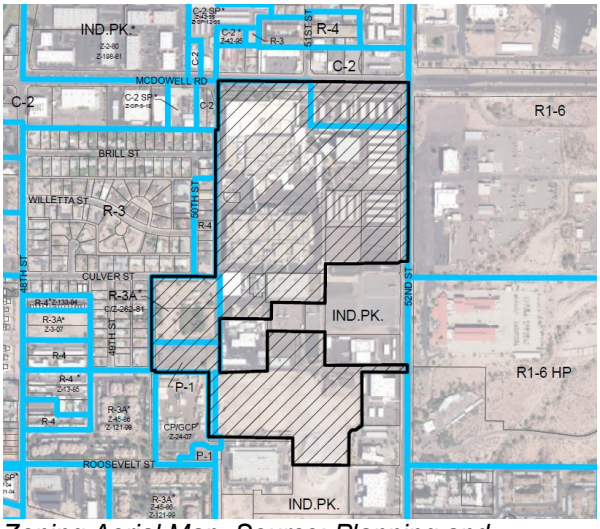


General Plan Land Use Map, Source: Planning and Development Department

The applicant is proposing a minor General Plan Amendment (GPA-CE-2-23-6) to change the designation of the subject site to Mixed Use (Industrial / Commerce/Business Park / Commercial). The uses allowed in the proposed PUD are consistent with the proposed General Plan Land Use Map designation.

SURROUNDING LAND USES AND ZONING

3. Properties to the north, across McDowell Road have commercial uses and are zoned C-2. To the south and adjacent to the east are industrial and commercial uses zoned IND. PK. To the east, across 52nd Street are military facilities and a city facility zoned R1-6 and R1-6 HP. To the west are single-family residential properties zoned R-3 and R-4, commercial uses along McDowell Road zoned C-2, and outdoor storage zoned CP/GCP.



Zoning Aerial Map, Source: Planning and Development Department

PROPOSAL

4. The proposal was developed utilizing the PUD zoning district. 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 Zoning Ordinance provisions will be applied.

5. The PUD proposes development standards to facilitate industrial and commercial development and contains standards for enhanced setbacks and landscaping, along with a height transition, to maintain sensitivity to the adjacent single-family context, while also providing an enhanced streetscape with trees and shade.

6. **Land Use**

The proposed development narrative lists the following permitted uses:

- All uses permitted in the A-1 (Light Industrial District) zoning district.
- All uses permitted in the CP/GCP (Commerce Park District / General Commerce Park Option) zoning district.
- All uses permitted in the C-3 (General Commercial) zoning district.
- Public utility buildings and facilities.

The proposed narrative would prohibit certain uses, including residential uses, adult uses, marijuana related uses, pawn shops, various types of storage yards, meatpacking, and slaughtering houses.

7. **Development Standards**

The PUD proposes development standards to facilitate industrial and commercial development. The table below summarizes the key development standards set forth in the narrative. The PUD shall comply with the A-1 zoning district unless modified by the standard listed in the narrative. The PUD allows additional height compared with the A-1 district, but it includes a height limit along the west property boundary adjacent to the residential neighborhood. The PUD standards for maximum lot coverage, minimum building setbacks, minimum open space, bicycle parking and shade are all enhanced beyond the minimum requirements of the A-1 district.

Standard	PUD Proposed
Maximum Building Height	85 feet; 60 feet within 100 feet of west property line when adjacent to residential along 50th Street and 50th Street Alley; 42 feet at setback, then 60 feet within 100 feet of west property line adjacent to 49th Place and Culver Street
Maximum Lot Coverage	85 percent
Minimum Building Setbacks	McDowell Road and 52nd Street: 25 feet 50th Street (north of Brill Street): 30 feet 50th Street Alley (south of Brill Street): 50 feet

Minimum Building Setbacks	Culver Street and 49th Place: 30 feet, 100 feet for open outdoor storage Interior property lines: 0 feet
Minimum Open Space	5 percent (net)
Parking Minimum	Per Section 702; minimum 15 percent shall be EV capable
Bicycle Parking	4 spaces per building
Shade	Public sidewalks: 75 percent Private walkways and open space: 50 percent

Staff recommends Stipulation Nos. 1.b and 1.d to clarify that all public sidewalks will be shaded to a minimum of 75 percent and surface parking lots will be shaded to a minimum of 25 percent shade.

8. **Landscape Standards**

The PUD sets forth standards for perimeter landscape setbacks and landscaping within adjacent rights-of-way. The table below summarizes the key landscape standards. The PUD landscape standards exceed all landscape standards of the A-1 district.

Standard	PUD Proposed
Minimum Landscape Setbacks	McDowell Road and 52nd Street: 25 feet 50th Street (north of commercial alley): 30 feet 50th Street (between commercial alley and Brill Street): 20 feet 50th Street Alley (south of Brill Street): 12 feet on both sides of internal driveway Culver Street and 49th Place: 30 feet Interior property lines: 0 feet
Planting Standards (Perimeter Landscape Setbacks)	50 percent 2-inch caliper, 50 percent 3-inch caliper trees, planted 30 feet on center; seven 5-gallon shrubs per tree
Planting Standards (Right-of-way)	50 percent 2-inch caliper, 50 percent 3-inch caliper trees, planted 30 feet on center; seven 5-gallon shrubs per tree
Parking Lot Area Landscape	25 percent minimum shade at maturity
Streetscape	McDowell Road and 52nd Street: 6-foot-wide sidewalk, 10-foot-wide planting area between back of curb and sidewalk 50th Street, 49th Place, and Culver Street: 5-foot-wide attached sidewalk

Staff Recommends Stipulation No. 1.c to clarify that in the event that 50th Street is abandoned, the landscape setback may be measured from the current property line in order to allow for a potential driveway.

9. **Design Guidelines**

The PUD proposes design guidelines that enhance the appearance and functionality of the buildings, open space, and amenities on-site. Buildings will use a consistent color palette and provide a variety of materials on each building façade. Building elevations facing McDowell Road and 52nd Street will contain a minimum of 45 percent glazing materials. The PUD requires minimum amenities to be provided within each open space area and hardscape design patterns to promote a cohesive visual impact and wayfinding.

AREA PLANS, OVERLAY DISTRICTS, AND INITIATIVES

10. **Complete Streets Guiding Principles**

In 2014, the City of Phoenix City Council adopted the Complete Streets Guiding Principles. The principles are intended to promote improvements that provide an accessible, safe, connected transportation system to include all modes, such as bicycles, pedestrians, transit, and vehicles. To promote safety and connectivity for all users, the PUD proposes standards for shaded, detached sidewalks along McDowell Road and 52nd Street.

11. **Comprehensive Bicycle Master Plan**

The City of Phoenix adopted the Comprehensive Bicycle Master Plan in 2014 to guide the development of its bikeway system and supportive infrastructure. The Comprehensive Bicycle Master Plan supports options for both short- and long-term bicycle parking as a means of promoting bicyclist traffic to a variety of destinations. The PUD narrative incorporates requirements for bicycle parking to encourage multi-modal transportation.

12. **Tree and Shade Master Plan**

The Tree and Shade Master Plan encourages treating the urban forest as infrastructure to ensure the trees are an integral part of the City's planning and development process. Sidewalks on the street frontages should be detached from the curbs to allow trees to be planted on both sides of the sidewalk to provide thermal comfort for pedestrians and to reduce the urban heat island effect. The PUD narrative includes standards for shaded, detached sidewalks along McDowell Road and 52nd Street and enhanced shading requirements for surface parking lots and enhanced tree sizes within landscape areas.

13. **Transportation Electrification Action Plan**

In June 2022, the Phoenix City Council approved the Transportation Electrification Action Plan. The current market desire for the electrification of transportation is both a national and global phenomenon, fueled by a desire for better air quality, a

reduction in carbon emissions, and a reduction in vehicle operating and maintenance costs. Businesses, governments and the public are signaling strong future demand for electric vehicles (EVs), and many automobile manufacturers have declared plans for a transition to fully electric offerings within the coming decade. This Plan contains policy initiatives to prepare the City for a future filled with more EVs, charging infrastructure and e-mobility equity, and outlines a roadmap for a five-step plan to prepare for the EV infrastructure needs of 280,000 EVs in Phoenix by 2030. One goal of the Plan to accelerate public adoption of electric vehicles through workplace, business, and multifamily charging infrastructure recommends a standard stipulation for rezoning cases to provide EV charging infrastructure. The PUD proposes a standard for electric vehicle parking, charging and infrastructure.

14. **Conservation Measures for New Development**
In June 2023, the Phoenix City Council adopted the Conservation Measures for New Development policy as part of a resolution addressing the future water consumption of new development (Resolution 22129). This resolution addresses the future water consumption of new development to support one of the City's Five Core Values in the General Plan which calls for Phoenix to - *Build the Sustainable Desert City*. The Conservation Measures for New Development policy includes direction to develop standards for consideration as stipulations for all rezoning cases that will address best practices related to water usage in nine specific categories. This is addressed in Stipulation Nos. 8 through 12.

15. **Zero Waste PHX**
The City of Phoenix is committed to its waste diversion efforts and has set a goal to become a zero waste city, as part of the city's overall 2050 Environmental Sustainability Goals. One of the ways Phoenix can achieve this is to improve and Section 716 of the Phoenix Zoning Ordinance expand its recycling and other waste diversion programs. The proposal does not anticipate recycling at this time; however, the application materials state that waste will be taken off-site by certified bonded carriers. Additionally, the PUD includes an option in the Sustainability Section to use recycled and/or salvaged construction materials and to implement a construction waste management plan to identify materials to be diverted from disposal.

COMMUNITY INPUT SUMMARY

16. At the time this staff report was written, staff has received one letter in opposition due to concerns with the PUD process and one letter providing general comments about access for neighboring commercial properties.

INTERDEPARTMENTAL COMMENTS

17. The Public Transit Department commented that the development shall dedicate right-of-way and construct bus stop pads on southbound 52nd Street and

eastbound McDowell Road. These are addressed in Stipulation Nos. 2 and 3.

18. The Street Transportation Department commented that a right-hand turn pocket shall be provided on the south side of McDowell Road, the existing streetscape shall be replenished with approved landscaping and trees along McDowell Road and 52nd Street, 50th Street shall be constructed to comply with improvement and termination standards, and the developer shall construct all streets within and adjacent to the development with all required improvements and comply with ADA standards. These are addressed in Stipulation Nos. 4 through 7.

19. The Aviation Department commented that the owner shall record documents that disclose the existence and operational characteristics of Phoenix Sky Harbor Airport to future owners and tenants of the property. This comment is addressed in Stipulation No. 13.

OTHER

20. The site is located in a larger area identified as being archaeologically sensitive. If further review by the City of Phoenix Archaeology Office determines the site and immediate area to be archaeologically sensitive, and if no previous archaeological projects have been conducted within this project area, it is recommended that archaeological Phase I data testing of this area be conducted. Phase II archaeological data recovery excavations may be necessary based upon the results of the testing. A qualified archaeologist must make this determination in consultation with the City of Phoenix Archaeologist. 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 Nos. 14 through 16.

21. Staff has not received a completed form for the Waiver of Claims for Diminution in Value of Property under Proposition 207 (A.R.S. 12-1131 et seq.), as required by the rezoning application process. Therefore, a stipulation has been added to require the form be completed and submitted prior to final site plan approval. This is addressed in Stipulation No. 17.

22. Development and use of the site is subject to all applicable codes and ordinances. Zoning approval does not negate other ordinance requirements. Other formal actions such as, but not limited to, zoning adjustments and abandonments, may be required.

Findings

1. The proposal is consistent with the proposed General Plan Land Use Map Designation.

2. The proposal will facilitate new industrial development, contributing to economic development in the Camelback East Village.

3. The proposed PUD sets forth design and development standards that will enhance connectivity in the immediate vicinity, including enhanced shade and detached sidewalks and standards to buffer the proposed uses from adjacent residences.

Stipulations

1. An updated Development Narrative for the 52nd Street & McDowell 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 February 16, 2024, as modified by the following stipulations:

    a. Front cover: Revise the submittal date information to add the following: City Council adopted: [Add adoption date] and to revise the Hearing Draft date to February 16, 2024.

    b. Page 9, Shade Standards Table, first row: delete the following text: (52nd Street and McDowell Road frontages).

    c. Page 11, Landscape Standards Table: add footnote to 50th Street (north of commercial alley) and 50th Street (between commercial alley and Brill St) rows as follows: If any portion of 50th Street, north of Brill Street, is abandoned, the landscape setback may start at a line 34 feet east of the 50th Street monument line (the eastern edge of the right-of-way existing at the time of approval of this PUD). If access is maintained on the previously dedicated 50th Street, the condition shall reflect the condition shown on Sections A and B.

    d. Page 22, Design Standards, Shade, first item, second sentence: delete “fronting 52nd Street and McDowell Road” and revise “10% of parking lot areas” to “25% of parking lot areas.”

2. The developer shall dedicate right-of-way and construct a bus stop pad on southbound 52nd Street. The bus stop pad shall be constructed according to City of Phoenix Standard Detail P1260 with a minimum depth of 10 feet. The bus stop pad shall be spaced from McDowell Road according to City of Phoenix Standard Detail P1258. Trees shall be placed to provide 50% shade coverage to the bus stop pad at full maturity.

3. The developer shall dedicate right-of-way and construct a bus stop pad on eastbound McDowell Road. The bus stop pad shall be constructed according to City of Phoenix Standard Detail P1260 with a minimum depth of 10 feet. The bus stop pad shall be spaced from 50th Street according to City of Phoenix Standard Detail P1258. Trees shall be placed to provide 50% shade coverage to the bus stop pad at full maturity.

4. Right-of-way along the south side of McDowell Road shall be dedicated to construct a flared intersection to accommodate a right-hand turn pocket at 52nd Street, including intersection upgrades and other incidentals, as required by the Street Transportation Department.

5. The existing streetscapes beginning at back of curb, including median islands, shall be replenished with the approved landscaping and trees along McDowell Road and 52nd Street, as approved by the Planning and Development Department.

6. The 50th Street right-of-way, adjacent to the site, shall be constructed to comply with City of Phoenix right-of-way improvement and termination standards. Improvements shall include paving, curb, gutter, sidewalk, curb ramps, streetlights, median islands, landscaping, other incidentals, as per plans approved by the Planning and Development Department. Termination of the 50th Street right-of-way shall be constructed per the City of Phoenix termination standards and may require additional dedications, as required by the Street Transportation Department.

7. All streets within and adjacent to the development shall be constructed 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.

8. Only landscape materials listed in the Phoenix Active Management Area Low-Water-Use/Drought-Tolerant Plant List shall be utilized, as approved or modified by the Planning and Development Department

9. Natural turf shall only be utilized for required retention areas (bottom of basin) and/or functional turf located in employee recreation areas, as approved by the Planning and Development Department.

10. Landscaping shall be maintained by permanent and automatic/water efficient WaterSense labeled irrigation controllers (or similar smart controller) to minimize maintenance and irrigation water consumption for all on and offsite landscape irrigation.

11. A minimum of two green infrastructure (GI) techniques for stormwater management shall be implemented per the Greater Phoenix Metro Green Infrastructure and Low-Impact Development Details for Alternative Stormwater Management, as approved or modified by the Planning and Development Department.

12. Prior to final site plan approval, documentation shall be provided that demonstrates a commitment to participate in the City of Phoenix Businesses Water Efficiency Program for a minimum of 10 years, or as approved by the Planning and Development Department.

13. 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.

14. If determined necessary by the Phoenix Archaeology 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 Archaeologist prior to clearing and grubbing, landscape salvage, and/or grading approval.

15. If Phase I data testing is required, and if, upon review of the results from the Phase I data testing, the City Archaeologist, in consultation with a qualified archaeologist, determines such data recovery excavations are necessary, the applicant shall conduct Phase II archaeological data recovery excavations.

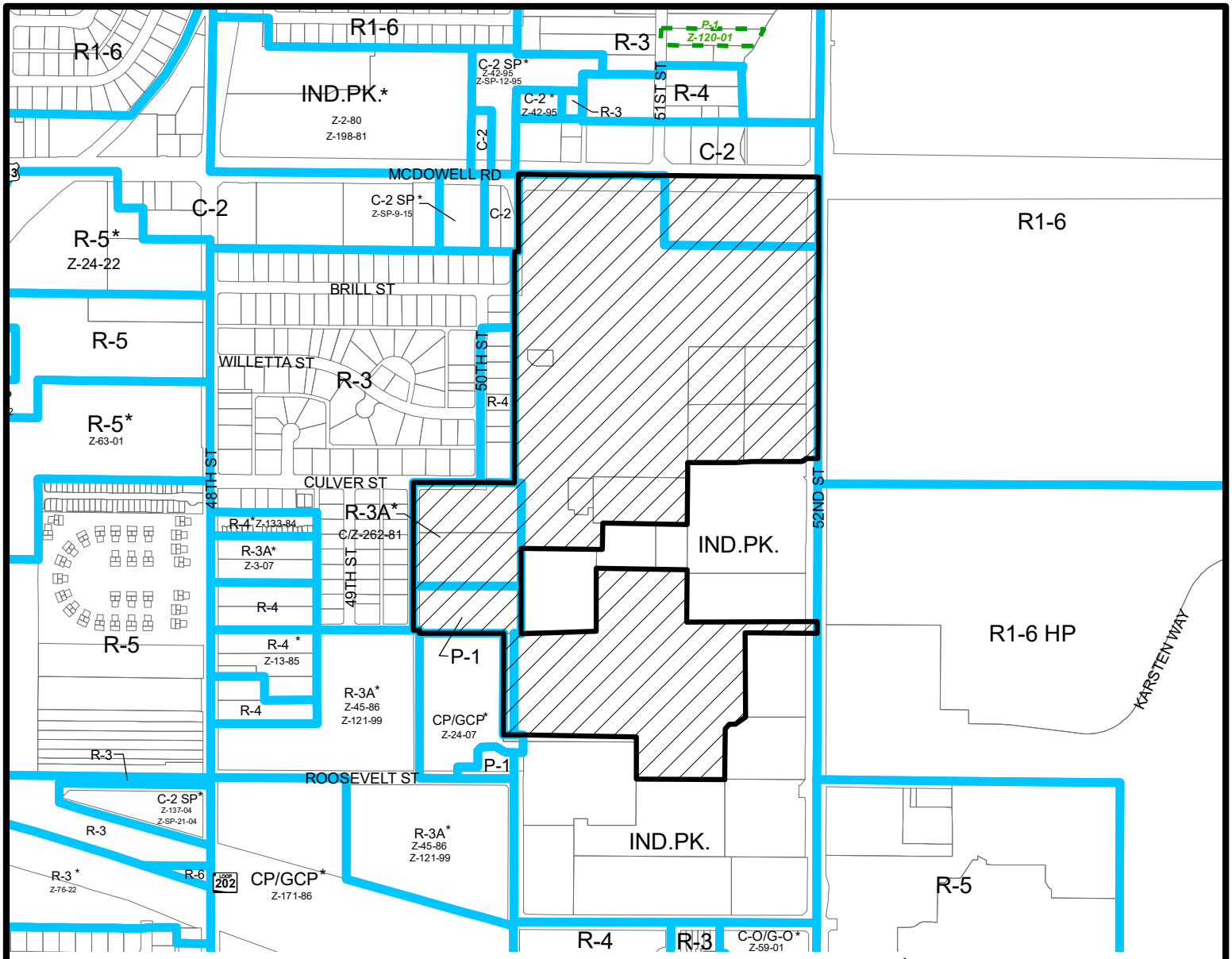
16. In the event archaeological materials are encountered during construction, the developer shall immediately cease all ground-disturbing activities within a 33-foot radius of the discovery, notify the City Archaeologist, and allow time for the Archaeology Office to properly assess the materials.

17. Prior to final 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.

Writer
Anthony Grande
February 23, 2024

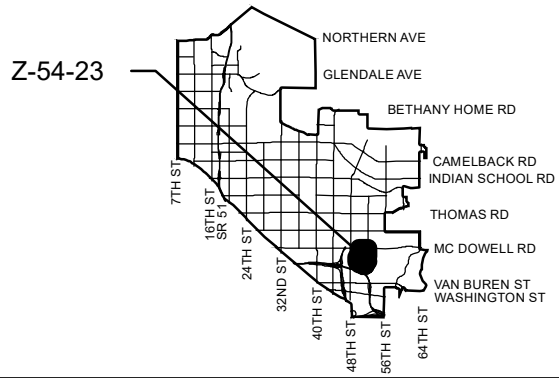
Team Leader
Racelle Escolar

Exhibits
Sketch Map
Aerial Map
52nd Street & McDowell PUD development narrative date stamped February 16, 2024
Community Correspondence (4 pages)



CAMELBACK EAST VILLAGE

CITY COUNCIL DISTRICT: 6



City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

APPLICANT'S NAME:	Baker Development - BDC 44, LLC
APPLICATION NO.	Z-54-23
DATE:	9/06/2023
REVISION DATES:	
GROSS AREA INCLUDING 1/2 STREET AND ALLEY DEDICATION IS APPROX.	66.38 Acres
AERIAL PHOTO & QUARTER SEC. NO.	QS 12-39
ZONING MAP	G-11

REQUESTED CHANGE:

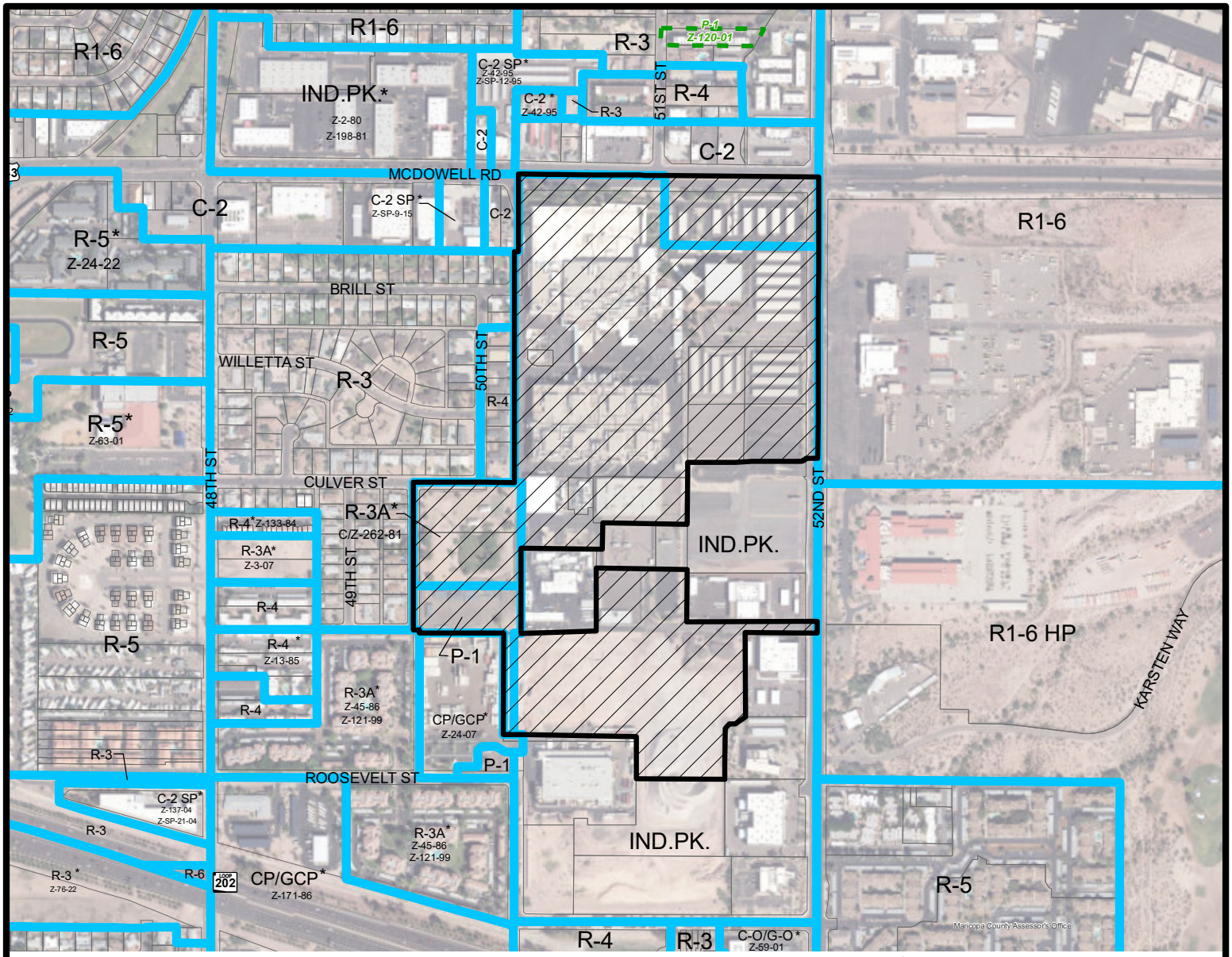
FROM: IND. PK. (54.05 a.c.)
C-2 (4.73 a.c.)
R-3A (4.91 a.c.)
P-1 (2.69 a.c.)

TO: PUD (66.38 a.c.)

MULTIPLES PERMITTED	CONVENTIONAL OPTION	* UNITS P.R.D. OPTION
IND. PK, C-2, R-3A, P-1	N/A, 68, 108, N/A	N/A, 82, 129, N/A
PUD	N/A	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\2023\Z-54-23.mxd



Miles

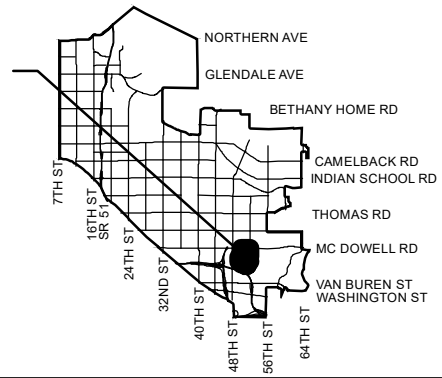
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CAMELBACK EAST VILLAGE

CITY COUNCIL DISTRICT: 6

City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

Z-54-23



APPLICANT'S NAME: Baker Development - BDC 44, LLC

REQUESTED CHANGE:

FROM: IND. PK. (54.05 a.c.)
C-2 (4.73 a.c.)
R-3A (4.91 a.c.)
P-1 (2.69 a.c.)

TO: PUD (66.38 a.c.)

APPLICATION NO. Z-54-23

DATE: 9/06/2023
REVISION DATES:

GROSS AREA INCLUDING 1/2 STREET AND ALLEY DEDICATION IS APPROX.

66.38 Acres

AERIAL PHOTO & QUARTER SEC. NO. QS 12-39

ZONING MAP G-11

MULTIPLES PERMITTED	CONVENTIONAL OPTION	* UNITS P.R.D. OPTION
IND. PK, C-2, R-3A, P-1	N/A, 68, 108, N/A	N/A, 82, 129, N/A
PUD	N/A	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\2023\Z-54-23.mxd

Racelle Escolar

From: Crystal DeVelis <xtalphx@msn.com>
Sent: Thursday, November 30, 2023 5:22 AM
To: PDD Planning Commission; PDD Board of Adjustment; John Roanhorse
Subject: Proposed PUD Z-54-23, 52nd St. and McDowell

Dear Reader.

Please note my objection to this zoning change, not because of its proposed use, but because the PUD process is so very broken and biased toward developers without properly informing current residents of changes. When a PUD is approved, residents are told that there will be no changes without beginning the process again. What actually happens is that stipulations are put in place and then quietly mixed in with regular business and knocked out one by one until the project bears little resemblance to the initial plan presented to the public. NO MORE PUDs!!

I would support a zoning change specifically for a data center or other light industrial use, but will oppose the change to PUD. Thank you.

-- Crystal DeVelis
4351 E. Whitton Ave.
Phoenix, AZ 85018

Linde Gas & Equipment Inc.
Corporate Real Estate
10 Riverview Drive
Danbury, CT 06810
USRealEstate@Linde.com

CITY OF PHOENIX

FEB 22 2024

Planning & Development
Department

January 8, 2024

VIA: UPS Overnight Courier
City of Phoenix
Planning and Development Department
200 West Washington Street, 2nd Floor
Phoenix, Arizona 85003

Re: Z-54-23-G and GPA-CE-2-23-6 (the "Development Site")

Linde owns and operates an industrial gas plant at 1122 N. 52nd Street, immediately adjacent to the Development Site. The only access to the property is a deeded non-exclusive right of way easement which is within the Development Site. The attached shows the Linde property and access easement in relation to the Development Site.

In addition to private vehicle and UPS/FedEx use of the easement area to our property, Linde trucks use the easement for product deliveries using tractor trailers up to 73' long. Daily weekday truck access various from 7 to 12 trips.

Currently, access to the Linde plant is challenging at best due to the narrow access easement and size of trucks accessing our property. We are concerned that access from the N. 52nd Street point will see additional traffic and be heavily burdened by the Development Site.

One way to elevate the problem, would be for Linde to have access to the planned N. 50th Street access.

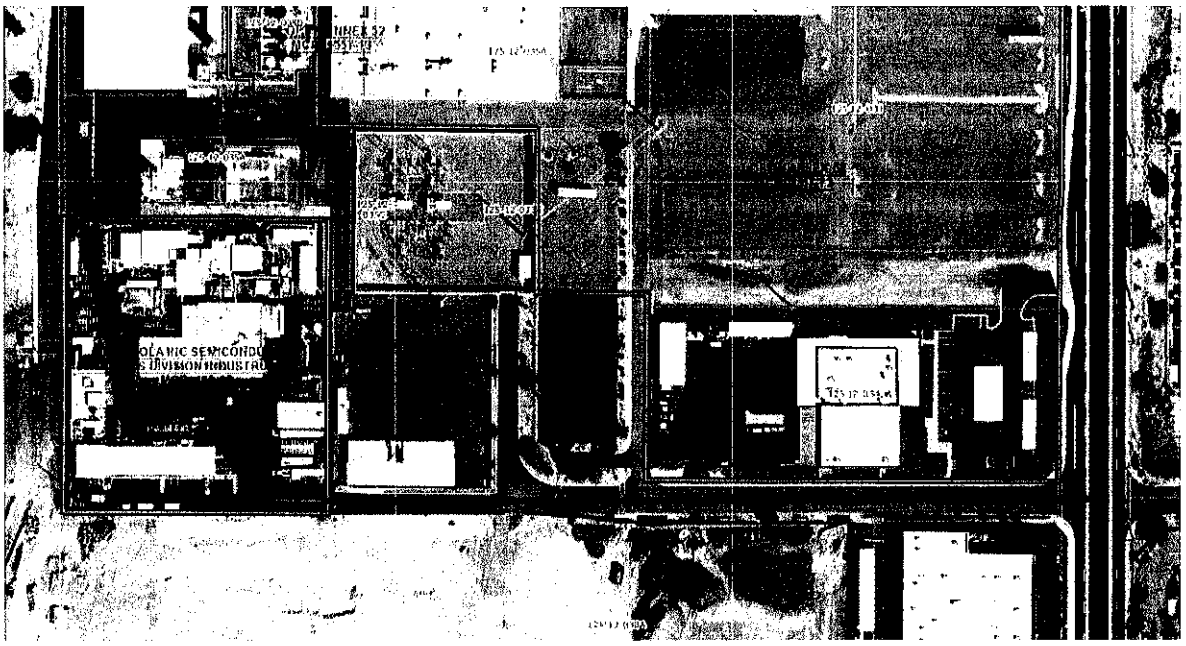
The plant manager, Mark Flessner, is unable to attend the information hearing scheduled for Tuesday, January 9th at 6PM and we write this letter to bring attention to our access issue.

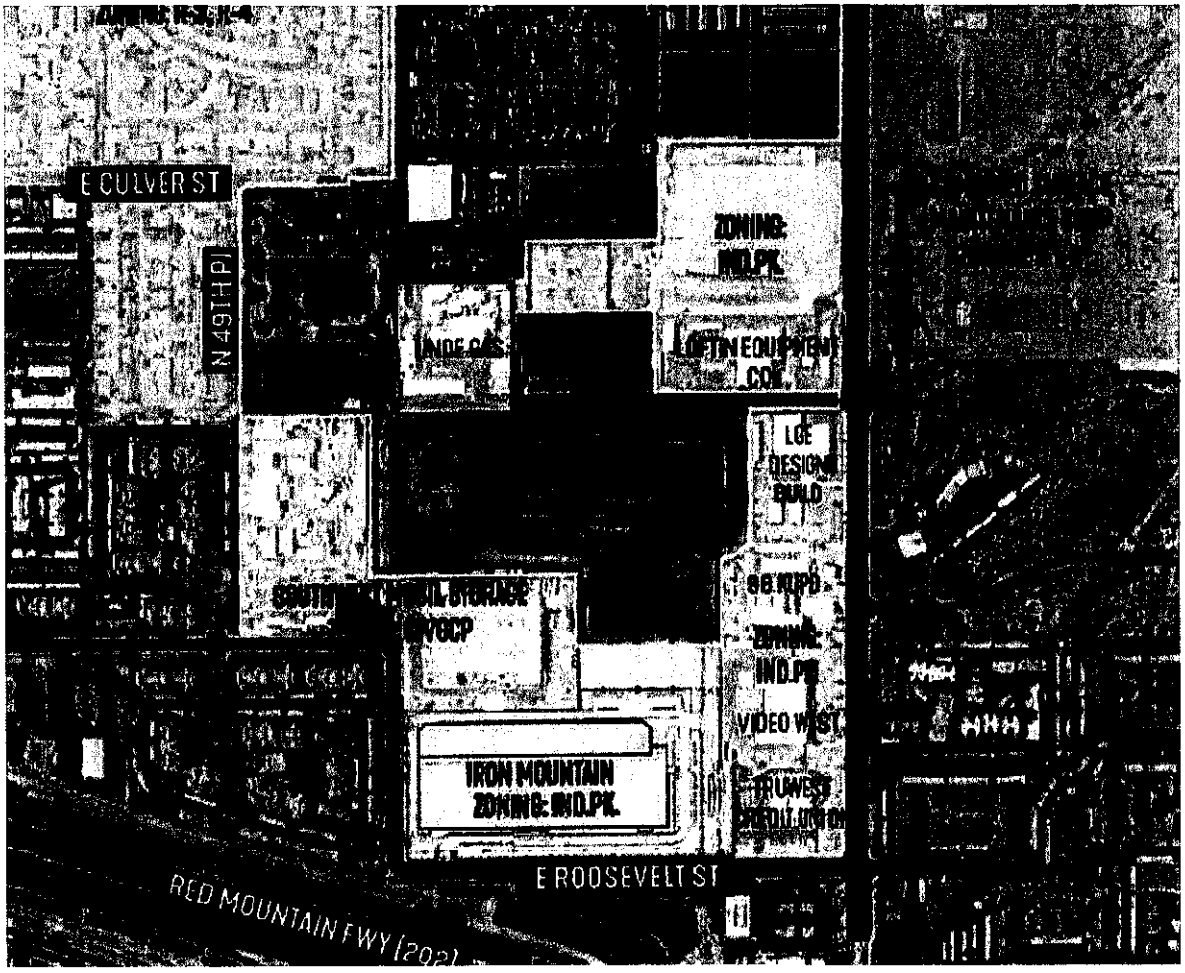
Please feel free to contact Lisa.Murray@Linde.com (203-837-2150) or Mark.Flexxner@Linde.com (602-561-8405) regarding this notice.

Respectfully submitted,

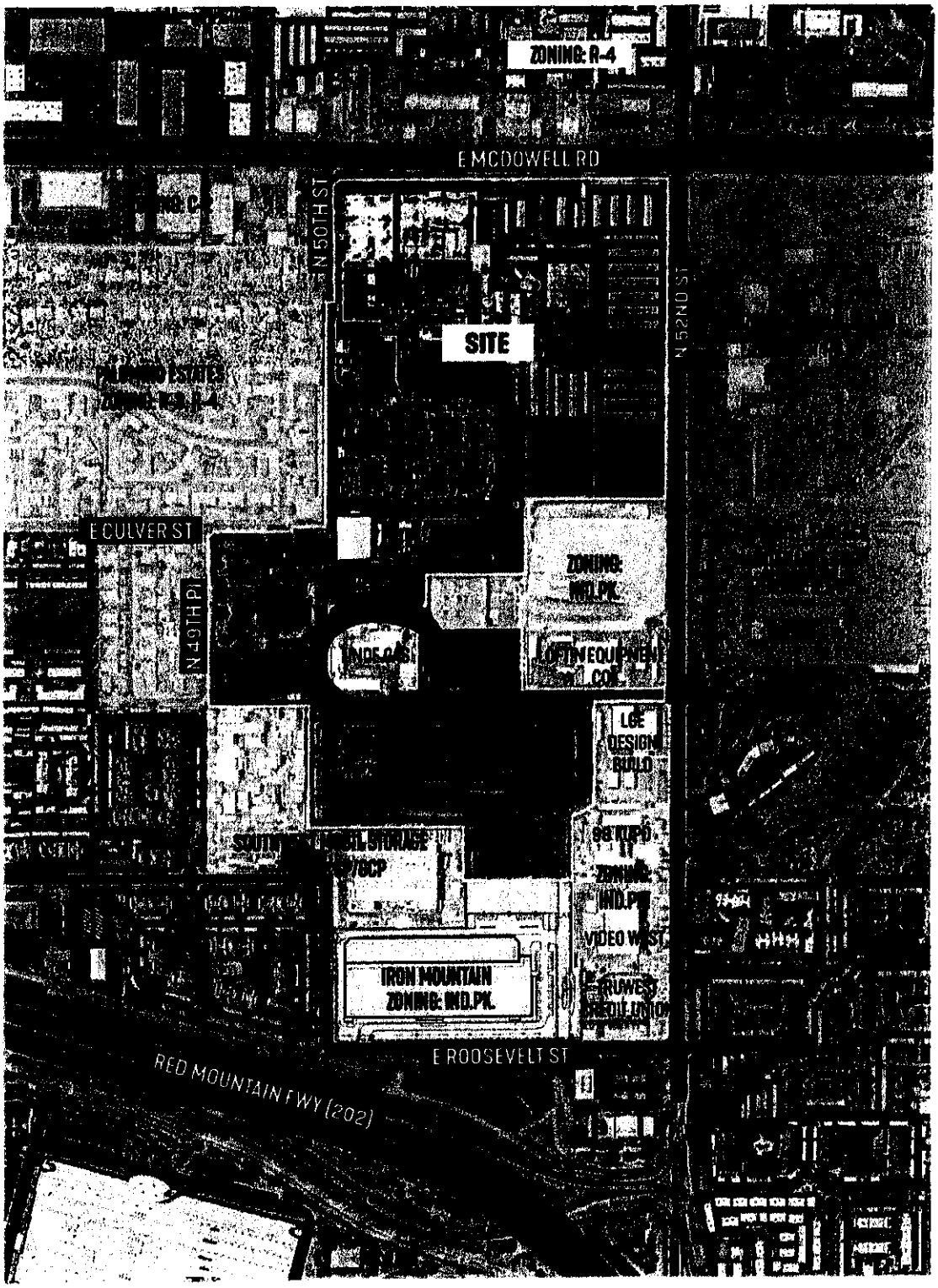
Brian C. Morgan
Director, Corporate Real Estate

Linde property outlined in blue, red line shows access easement off N. 52nd St.





AERIAL MAP


ZONING: R-4
E MCDOWELL RD
N 50TH ST
N 52ND ST
SITE
E CULVER ST
N 49TH PL
ZONING: IND.PK.
LGE DESIGN BUILD
IRON MOUNTAIN
ZONING: IND.PK.
E ROOSEVELT ST
RED MOUNTAIN FWY (202)

Village Planning Committee Meeting Summary
Z-54-23-6
INFORMATION ONLY

Date of VPC Meeting	January 9, 2024
Request From	R-3A, IND. PK, C-2 and P-1
Request To	PUD
Proposed Use	PUD to allow general commercial, commerce park, and industrial
Location	Southwest corner of 52nd Street and McDowell Road

VPC DISCUSSION

Cases Z-54-23-6 and GPA-CE-2-23-6 are companion cases and were heard together.

No members of the public registered to speak on this item.

APPLICANT PRESENTATION:

Wendy Riddell with Berry Riddell, LLC introduced herself and noted she is presenting on behalf of Baker Development. Ms. Riddell stated the proposal is at a location known as the Motorola site a former conductor development site consisting of 66 acres. Ms. Riddell stated this site is currently occupied by Onsemi a conduct development company and it has been an industrial campus for a long time. Ms. Riddell displayed maps of this site from 1969 when it was a larger employer. Ms. Riddell said with the proposed redevelopment the site could be a productive employment center. Ms. Riddell stated the current overall site is in disrepair. Ms. Riddell expressed that Baker, the development company, has been in business for over 40 years and has been involved in many successful projects and are currently engaged in six active projects in the Phoenix area. Ms. Riddell discussed the request from mixed use to PUD with a minor General Plan Amendment which is part of the presentation. Ms. Riddell explained the PUD request is most applicable because it will allow a larger employer to the site with some flexibility for the development options. Ms. Riddell reviewed the proposed uses including C-3, commerce park, general commerce park, light industrial and public utility buildings are among some options. Ms. Riddell noted prohibited uses including residential uses on the site. Ms. Riddell stated the intent of the proposal is to be an employment center business park with no residential development. Ms. Riddell stated there is no site plan because they are still reviewing options for flexibility, but they will include landscape setbacks and improvements to the streetscape along 52nd Street and McDowell Road. Ms. Riddell expressed the proposal may include a building height

of up to 60 feet with accommodating steps backs, open space, shade requirements with enhanced amenities for the entire campus. Ms. Riddell stated that the design will increase setbacks when adjacent to residential areas and landscaped areas will be enhanced for the streetscape frontages. Ms. Riddell stated the landscape palate will include low water use plants and will be uniformly applied through the entire campus development for pedestrian circulation and to provide meaningful shade. Ms. Riddell stated the architecture for the site will include development standards and finish materials to be sensitive to the adjacent residential area. Ms. Riddell stated the campus area will have an amphitheater, a covered pavilion outdoor and activity areas. Ms. Riddell thanked the committee and concluded her comments.

QUESTIONS FROM THE COMMITTEE:

Committee Member Grace asked if they will be working with the EPA to remediate the site with all the existing infrastructure. **Ms. Riddell** responded that remediation has been ongoing. Committee Member Grace commented that access to the site should be maintained as the cleanup of the site continues.

Committee Member Augusta asked if the applicant is the current site owner. Ms. Riddell responded yes.

PUBLIC COMMENTS:

None.

APPLICANT RESONSE:

None.

FLOOR/PUBLIC DISCUSION CLOSED: COMMITTEE DISCUSSION:

None.

Village Planning Committee Meeting Summary
Z-54-23-6

Date of VPC Meeting	March 5, 2024
Request From	R-3A, IND. PK., C-2 and P-1
Request To	PUD
Proposal	General commercial, commerce park and industrial
Location	Southwest corner of 52nd Street and McDowell Road
VPC Recommendation	Approval, per the staff recommendation
VPC Vote	15-0

VPC DISCUSSION:

Cases GPA-CE-2-23-6 and Z-54-23-6 are companion cases and were heard together.

Two members of the public registered to speak in support of this this item.

STAFF PRESENTATION:

John Roanhorse, staff, provided an overview of the request including the location of the proposal, existing and proposed zoning and districts and surrounding land uses. Mr. Roanhorse displayed the site plan proposed PUD (Planned Unit Development) standards for building height, setbacks, streetscapes and open space. Mr. Roanhorse discussed the General Plan Land Use Map changes. Mr. Roanhorse shared the staff findings and stated that staff recommends approval subject to stipulations.

APPLICANT PRESENTATION:

Wendy Riddell with Berry Riddell, LLC introduced herself and noted she is presenting on behalf of Baker Development. Ms. Riddell stated the proposal is approximately 66 acres and located at the former Motorola site located at 52nd Street and McDowell Road. Ms. Riddell stated this site is currently used by Onsemi an electronics conductor development company and the site no longer has the demand it once did for intense industrial uses. Ms. Riddell said originally the site was a larger and highly productive employment center and now it is time to reimagine the site for new opportunities. Ms. Riddell stated that Baker Development has experience in working with sites that require remediation, and the subject site is a Super Fund site and will require some specialization for development. Ms. Riddell

expressed that the intended proposal is to develop a PUD and align it with the General Plan and is an economic opportunity for development and is in a great location. Ms. Riddell stated that with a PUD the objective was to design a comprehensive development for flexibility and maximize the speed to market opportunity to attract users. Ms. Riddell explained with the design the site will be ready, flexible and suitable to the needs of various commercial, commerce park and industrial uses. Ms. Riddell stated that no residential uses are proposed for the site because of ongoing remediation and there is deed restriction that would prevent residential uses. Ms. Riddell discussed the building height in relation to setbacks, open space, landscaping, shading, site amenities and a revision to office spaces in response to employee comfort and functionality. Ms. Riddell expressed that the design includes setbacks and landscaping adjacent to the existing residential area. Ms. Riddell said the proposal includes high quality architecture and design as part of the aesthetics on the site. Ms. Riddell stated that in preparing the proposal they did extensive outreach and engaged the adjacent neighborhood and had two meetings to provide as much information as possible. Ms. Riddell stated they did respond to correspondence that was received to address access to the site and they did meet with the VPC Chair and discussed the applicant's response and proposed adjustments. Ms. Riddell said they are in agreement with staff's stipulations and concluded her comments to the committee.

QUESTIONS FROM THE COMMITTEE:

Committee Member Sharaby asked if the proposal includes an amphitheater as part of the development and if so what would be the capacity. **Ms. Riddell** responded that any outdoor venue would be small in scale and not a large concert area.

Chair Swart asked the committee if they had additional questions then noted the public would have the opportunity to ask questions or provide comments.

PUBLIC COMMENTS:

Christie Mackay, Director of the Community and Economic Development Department, thanked Chair Swart and the Camelback East Village Planning Committee for the opportunity to comment. Ms. Mackay noted the history of the Motorola site and its growth and economic success. Ms. Mackay stated that the development went through its life cycle and the former company has transitioned into smaller operations. Ms. Mackey stated many developing companies that come to Phoenix look for suitable sites that have transportation connections and are centrally located. Ms. Mackay stated that from an economic point of view development of the proposed site is an opportunity for redevelopment. Ms. Mackay stated that among the opportunities is to give new life to this brownfields site. Ms. Mackay stated they have been working with Baker Development of the site to increase the opportunity for new partners and prospects.

Chair Swart thanked Ms. Mackay for her comments and her work with the city. Chair Swart noted that Ms. Mackay has worked to bring many economic opportunities to the city and has worked through many challenges and has been successful with the new Data Center. Chair Swart expressed that it is an honor to have Ms. Mackay present with the committee.

Chair Swart stated that in addition to bringing in new businesses she has also worked to protect neighborhoods throughout the city.

Vice Chair Fischbach commented that Ms. Mackay's work has not only focused on businesses but explored solutions for homelessness. Vice Chair Fischbach stated that Ms. Mackay has also been engaged in seeking solutions for homelessness and affordable housing. Vice Chair Fischbach commended Ms. Mackay's service and continued effort to find solutions across various shareholders.

Jack Robson introduced himself and stated he is with a community business. Mr. Robson stated his company has been in operation for 50 years and is looking for a new headquarters south of the proposed site on 52nd Street. Mr. Robson stated his business broke ground last year and is excited about this proposal. Mr. Robson stated he would prefer that the project have a greater setback on 52nd Street and include more parking for other developments south of the site and this would attract more businesses to the area and consider other employers that are looking at proposed development site.

APPLICANT RESPONSE:

Ms. Riddell stated she had no additional comments and thanked the committee.

COMMITTEE DISCUSSION:

None.

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

Committee Member Paceley asked for clarification on motions for the General Plan Amendment case GPA-CE-2-23-6, and the rezone request Z-54-23-6 and that each would be voted on separately. **Chair Swart** responded affirmatively that there would be two voting actions.

Committee Member Jurayeva commented that she is in favor of the proposal and the applicant should note the speaker Mr. Jack Robson's concern on parking and improvements to 52nd Street.

Chair Swart commended Ms. Riddell on the presentation and her work prior to bringing the project to the committee, and the outreach and preparation was highly professional and beneficial**.**

MOTION:

Committee Member Paceley motioned to recommend approval of Z-54-23-6 per the staff recommendation. **Committee Member Abbott** seconded the motion.

VOTE:

15-0; motion to recommend approval of Z-54-23-6 per the staff recommendation passes with Committee members Abbott, Augusta, Baumer, Bayless, Eichelkraut, Guevar, Jurayeva, Langmade, Paceley, Schmieder, Sharaby, Whitesell, Williams, Fischbach and Swart in favor.

STAFF COMMENTS REGARDING VPC RECOMMENDATION:

Staff has no comments.

ATTACHMENT D

REPORT OF PLANNING COMMISSION ACTION
April 4, 2024

ITEM NO: 4	
	DISTRICT NO.: 6
SUBJECT:	
Application #:	Z-54-23-6 (Companion Case GPA-CE-2-23-6) (52nd Street & McDowell PUD)
Location:	Southwest corner of 52nd Street and McDowell Road
From:	R-3A, IND PK, P-1, and C-2
To:	PUD
Acreage:	66.38
Proposal:	PUD (Planned Unit Development) to allow general commercial, commerce park, and industrial
Applicant:	Baker Development, BDC 44, LLC
Owner:	BDC Park 52, LLC and Melrose Park WHB, LLC
Representative:	Wendy Riddell, Berry Riddell, LLC

ACTIONS:

Staff Recommendation: Approval, subject to stipulations.

Village Planning Committee (VPC) Recommendation:
Camelback East 1/9/2024 Information only.
Camelback East 3/5/2024 Approval, per the staff recommendation. Vote: 15-0.

Planning Commission Recommendation: Approval, per the Camelback East Village Planning Committee recommendation.

Motion Discussion: N/A

Motion details: Commissioner Matthews made a MOTION to approve Z-54-23-6, per the Camelback East Village Planning Committee recommendation.

Maker: Matthews
Second: Jaramillo
Vote: 8-0
Absent: Mangum
Opposition Present: No

Findings:

1. The proposal is consistent with the proposed General Plan Land Use Map Designation.

2. The proposal will facilitate new industrial development, contributing to economic development in the Camelback East Village.

3. The proposed PUD sets forth design and development standards that will enhance connectivity in the immediate vicinity, including enhanced shade and detached sidewalks and standards to buffer the proposed uses from adjacent residences.

Stipulations:

1. An updated Development Narrative for the 52nd Street & McDowell 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 February 16, 2024, as modified by the following stipulations:

    a. Front cover: Revise the submittal date information to add the following: City Council adopted: [Add adoption date] and to revise the Hearing Draft date to February 16, 2024.

    b. Page 9, Shade Standards Table, first row: delete the following text: (52nd Street and McDowell Road frontages).

    c. Page 11, Landscape Standards Table: add footnote to 50th Street (north of commercial alley) and 50th Street (between commercial alley and Brill St) rows as follows: If any portion of 50th Street, north of Brill Street, is abandoned, the landscape setback may start at a line 34 feet east of the 50th Street monument line (the eastern edge of the right-of-way existing at the time of approval of this PUD). If access is maintained on the previously dedicated 50th Street, the condition shall reflect the condition shown on Sections A and B.

    d. Page 22, Design Standards, Shade, first item, second sentence: delete “fronting 52nd Street and McDowell Road” and revise “10% of parking lot areas” to “25% of parking lot areas.”

2. The developer shall dedicate right-of-way and construct a bus stop pad on southbound 52nd Street. The bus stop pad shall be constructed according to City of Phoenix Standard Detail P1260 with a minimum depth of 10 feet. The bus stop pad shall be spaced from McDowell Road according to City of Phoenix Standard Detail P1258. Trees shall be placed to provide 50% shade coverage to the bus stop pad at full maturity.

3. The developer shall dedicate right-of-way and construct a bus stop pad on eastbound McDowell Road. The bus stop pad shall be constructed according to City of Phoenix Standard Detail P1260 with a minimum depth of 10 feet. The bus stop pad shall be spaced from 50th Street according to City of Phoenix Standard Detail P1258. Trees shall be placed to provide 50% shade coverage to the bus stop pad at full maturity.

4. Right-of-way along the south side of McDowell Road shall be dedicated to construct a flared intersection to accommodate a right-hand turn pocket at 52nd Street, including intersection upgrades and other incidentals, as required by the Street Transportation Department.

5. The existing streetscapes beginning at back of curb, including median islands, shall be replenished with the approved landscaping and trees along McDowell Road and 52nd Street, as approved by the Planning and Development Department.

6. The 50th Street right-of-way, adjacent to the site, shall be constructed to comply with City of Phoenix right-of-way improvement and termination standards. Improvements shall include paving, curb, gutter, sidewalk, curb ramps, streetlights, median islands, landscaping, other incidentals, as per plans approved by the Planning and Development Department. Termination of the 50th Street right-of-way shall be constructed per the City of Phoenix termination standards and may require additional dedications, as required by the Street Transportation Department.

7. All streets within and adjacent to the development shall be constructed 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.

8. Only landscape materials listed in the Phoenix Active Management Area Low-Water-Use/Drought-Tolerant Plant List shall be utilized, as approved or modified by the Planning and Development Department

9. Natural turf shall only be utilized for required retention areas (bottom of basin) and/or functional turf located in employee recreation areas, as approved by the Planning and Development Department.

10. Landscaping shall be maintained by permanent and automatic/water efficient WaterSense labeled irrigation controllers (or similar smart controller) to minimize maintenance and irrigation water consumption for all on and offsite landscape irrigation.

11. A minimum of two green infrastructure (GI) techniques for stormwater management shall be implemented per the Greater Phoenix Metro Green Infrastructure and Low-Impact Development Details for Alternative Stormwater Management, as approved or modified by the Planning and Development Department.

12. Prior to final site plan approval, documentation shall be provided that demonstrates a commitment to participate in the City of Phoenix Businesses Water Efficiency Program for a minimum of 10 years, or as approved by the Planning and Development Department.

13. 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.

14. If determined necessary by the Phoenix Archaeology 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 Archaeologist prior to clearing and grubbing, landscape salvage, and/or grading approval.

15. If Phase I data testing is required, and if, upon review of the results from the Phase I data testing, the City Archaeologist, in consultation with a qualified archaeologist, determines such data recovery excavations are necessary, the applicant shall conduct Phase II archaeological data recovery excavations.

16. 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.

17. Prior to final 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 Angie Holdsworth at (602) 495-5622, TTY use 7-1-1.

Robson COMMUNITIES

Pamela H. Gulsvig
Legal Department
Phone: 480-895-4237
Fax: 480-895-4347
Email: Pamela.Gulsvig@Robson.com

April 17, 2024

VIA Email Anthony.grande@phoenix.gov and US Mail
Anthony Grande, Planner
Planning and Development Department
City of Phoenix
200 West Washington Street, 2nd Floor
Phoenix, Arizona 85003

Re: Z-54-23-6 and GPA-CE-2-23-6

Mr. Grande,

I am in house legal counsel for Robson Communities, Inc. and its affiliates, including without limitation, 52nd Street and McDowell, LLC that is the owner of certain real property (Lot 1 of FINAL PLAT FOR LOFTIN ANNEX 52) that abuts the site of the above referenced applications for zoning change and general plan amendment. In particular, I am contacting you to make the City aware of the ownership and rights relating to the joint access at the traffic signal on 52nd Street south of McDowell so that you can consider the impact of such easements on the proposed redevelopment of the site that is the subject of the above referenced applications as well as any other entitlement, including any site plan, approvals to occur hereafter. Please note that the entire joint access is located across the northernmost portion of our property. A smaller version of the access easement was granted in 2008 by the declaration of access easement recorded 2008-0587153 and a separate slightly larger access easement was granted in 2020 by the access easement agreement recorded 20201132057. I have attached an illustration of both the 2008 easement area and the 2020 easement area across our property.

More specifically, we want to advise the City of the following:

First, only certain parcels (i.e. Lots 7, 8, 9, 10 and 11 of the plat recorded at Book 1263 of maps, page 14, **but not all** of the parcels included as part of the applicant's project, have the right to use joint access easement at the traffic signal on 52nd Street south of McDowell. I have attached an illustration of what portions of the applicant's project have the right to use the 2020 easement across our property. An even smaller portion of the applicant's project (i.e. only Lot 7) has the right to use the smaller 2008 easement across our property.

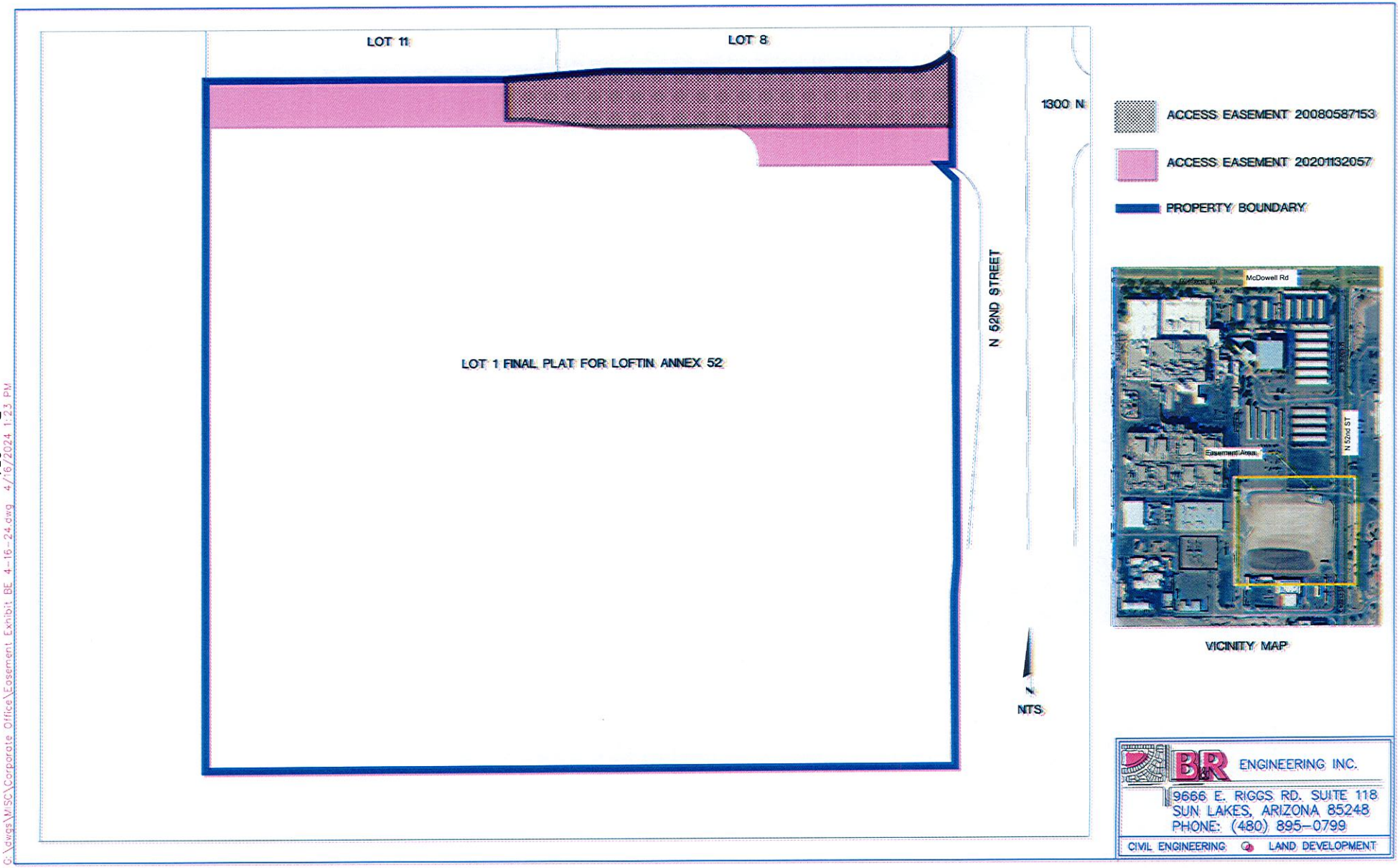
Second, any changes (such as changes in the location, size or configuration of the access or granting any additional portions of applicant's project the right to use the access) proposed or required to that joint access will require our specific written consent thereto.

Please feel free to contact me with any questions or if you want to discuss this matter.

Best Regards,

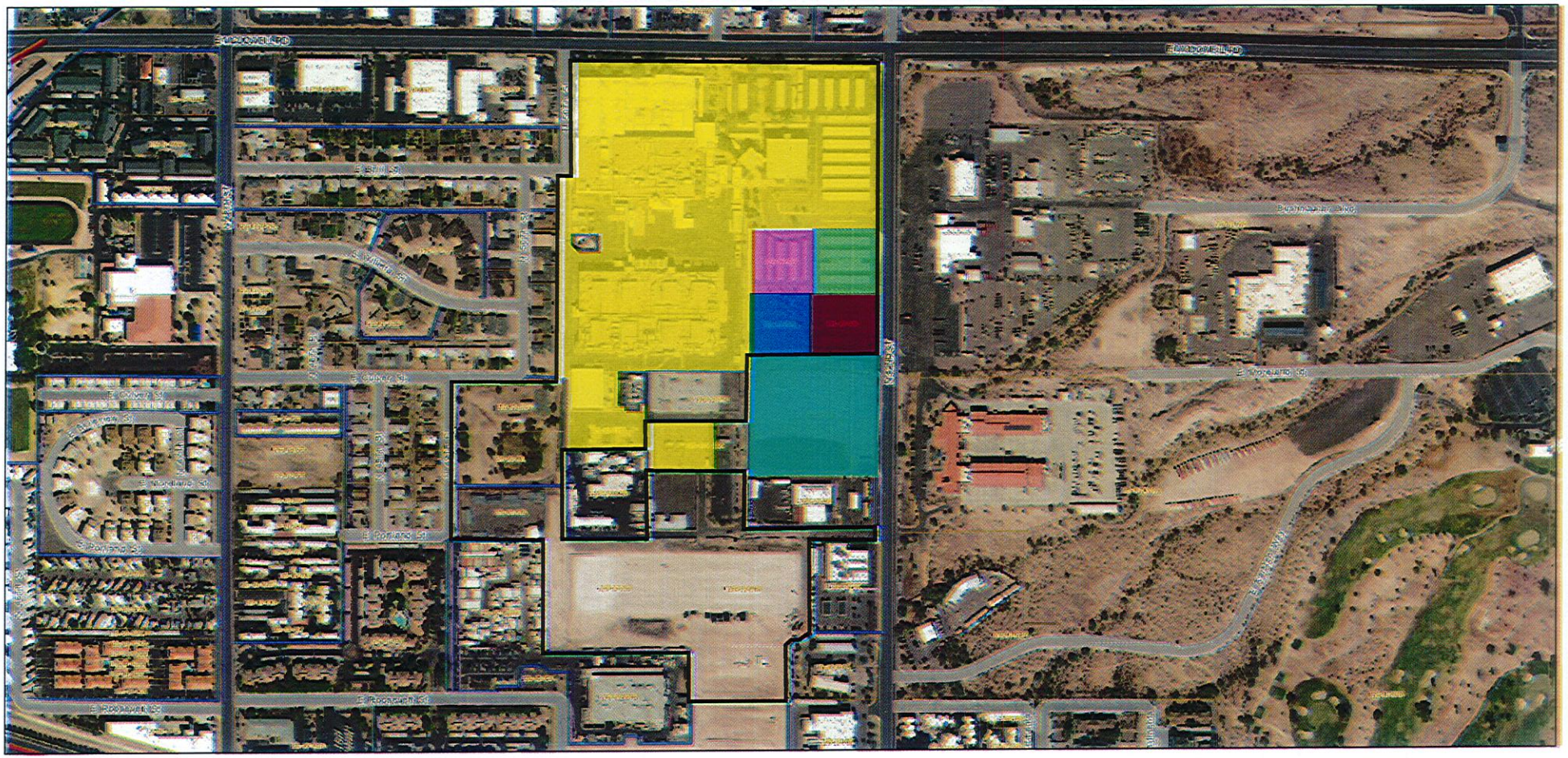
Pamela Gulsvig
General Counsel

cc: City Attorney's Office, City of Phoenix (VIA US Mail and Fax 602-732-2768)



G:\dwgs\WSC\Corporate Office\Easement Exhibit BE 4-16-24.dwg 4/16/2024 1:23 PM

2020 ACCESS EASEMENT BENEFITTED PROPERTIES



LEGEND

- LOT 1
- LOT 7
- LOT 8
- LOT 9
- LOT 10
- LOT 11
- PROPOSED CHANGE AREA 2024 GENERAL PLAN AMENDMENT

NOTE: LOTS PER ACCESS AGREEMENT 20201132057

1:5,589

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Maricopa County GIO, Maricopa County Assessor's Office

2024 - Maricopa County Assessor's Office

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** *111

REQUEST TO CONTINUE (SEE ATTACHED MEMO) Public Hearing and Resolution Adoption - General Plan Amendment GPA-LV-3-22-8 - Approximately 860 Feet South of the Southwest Corner of 51st Avenue and Carver Road (Resolution 22196)

Request to hold a public hearing on a General Plan Amendment to consider adopting the Planning Commission's recommendation and the related resolution if approved. Request to amend the General Plan Land Use Map designation on 284.19 acres from Residential 1 to 2 dwelling units per acre, Residential 2 to 3.5 dwelling units per acre, Residential 3.5 to 5 dwelling units per acre, Residential 5 to 10 dwelling units per acre, Residential 15+ dwelling units per acre, Public / Quasi-Public, Commercial, and Resort to Commercial / Commerce/Business Park, Commercial / Commerce/Business Park / Residential 1 to 2 dwelling units per acre / Residential 3.5 to 5 dwelling units per acre / Residential 5 to 10 dwelling units per acre / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, Commercial / Residential 1 to 2 dwelling units per acre / Residential 3.5 to 5 dwelling units per acre / Residential 5 to 10 dwelling units per acre / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, Residential 1 to 2 dwelling units per acre / Residential 3.5 to 5 dwelling units per acre / Residential 5 to 10 dwelling units per acre / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, and Resort. This item is a companion case to Z-53-22-8 and must be heard prior to Z-53-22-8.

Summary

Application: GPA-LV-3-22-8
Current Designation: Residential 1 to 2 dwelling units per acre (54.23 acres), Residential 2 to 3.5 dwelling units per acre (41.64 acres), Residential 3.5 to 5 dwelling units per acre (84.24), Residential 5 to 10 dwelling units per acre (57.14 acres), Residential 15+ dwelling units per acre (4.09 acres), Public / Quasi-Public (17.51 acres), Commercial (25.43 acres), and Resort
Proposed Plan Designation: Commercial / Commerce/Business Park (100.01 acres), Commercial / Commerce/Business Park / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre (65.14 acres), Commercial / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre (40.46 acres), Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre (78.58 acres), and Resort.

Acreage: 284.19
Proposed Use: Commercial, Commerce/Business Park, various residential designations, and resort

Owner: Lines Ruskin R JR, et. al
Applicant: Alex Stedman, RVi Planning and Landscape Architecture
Representative: Wendy Riddell, Berry Riddell, LLC

Staff Recommendation: Approval.
VPC Information Only: The Laveen Village Planning Committee heard the item on Nov. 14, 2022, for information only.
VPC Action: The Laveen Village Planning Committee heard the item on Feb. 12, 2024, and continued the item, by a vote of 8-0. The Laveen Village Planning Committee heard the item on March 18, 2024, and recommended denial as filed, approval with modifications, by a vote of 8-0.
PC Action: The Planning Commission heard the item on March 7, 2024, and continued the item, by a vote of 8-0. The Planning Commission heard this item on April 4, 2024, and recommended approval, per the Laveen Village Planning Committee recommendation, by a vote of 8-0.

Location

Approximately 860 feet south of the southwest corner of 51st Avenue and Carver Road
Council District: 8
Parcel Addresses: 11842 and 12000 S. 51st Ave. and 4951 and 5141 W. Estrella Drive

Responsible Department

This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development Department.

City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

To: Alan Stephenson
Deputy City Manager

Date: April 26, 2024

From: Joshua Bednarek JB
Planning and Development Director

Subject: CONTINUANCE OF ITEM 111 ON THE MAY 1, 2024, FORMAL AGENDA – PUBLIC HEARING/RESOLUTION ADOPTION - GENERAL PLAN AMENDMENT GPA-LV-3-22-8 – APPROXIMATELY 860 FEET SOUTH OF THE SOUTHWEST CORNER OF 51ST AVENUE AND CARVER ROAD (RESOLUTION 22196)

Item 111, General Plan Amendment GPA-LV-3-22-8, is a request to amend the General Plan Land Use Map designation on 284.19 acres from Residential 1 to 2 dwelling units per acre, Residential 2 to 3.5 dwelling units per acre, Residential 3.5 to 5 dwelling units per acre, Residential 5 to 10 dwelling units per acre, Residential 15+ dwelling units per acre, Public / Quasi-Public, Commercial, and Resort to Commercial / Commerce/Business Park, Commercial / Commerce/Business Park / Residential 1 to 2 dwelling units per acre / Residential 3.5 to 5 dwelling units per acre / Residential 5 to 10 dwelling units per acre / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, Commercial / Residential 1 to 2 dwelling units per acre / Residential 3.5 to 5 dwelling units per acre / Residential 5 to 10 dwelling units per acre / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, Residential 1 to 2 dwelling units per acre / Residential 3.5 to 5 dwelling units per acre / Residential 5 to 10 dwelling units per acre / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, and Resort.

The applicant requested the item be continued to the May 15, 2024, City Council Formal Meeting to allow the development team to continue discussions with the community.

Staff concurs with this request for continuance.

Approved: _____
Alan Stephenson, Deputy City Manager

Attachment:
Exhibit A – Applicant's request for continuance

BERRY | RIDDELL LLC

6750 E. Camelback Rd., #100
Scottsdale, AZ 85251
Office: 480-385-2727
www.berryriddell.com

zoning@berryriddell.com
Direct: 505-328-6606

April 25, 2024

Via Email to:

City of Phoenix
Planning & Development Department
Attn: Tricia Gomes, Deputy Director of Planning
200 W. Washington Street
Phoenix, Arizona 85003
tricia.gomes@phoenix.gov

Re: ***Request for Rezoning and General Plan Amendment / +/- 290-gross-acres south of the SWC of 51st Avenue and Carver Road***

Dear Tricia:

We respectfully request a continuance of zoning case number Z-53-22-8 and General Plan Amendment case number GPA-LV-3-22 from the May 1st, 2024, City Council Hearing date to the May 15th, 2024, City Council Hearing date. The continuance will allow the development team to continue discussions with and address the concerns of the community.

Your attention to this matter is greatly appreciated. If you have any questions, please do not hesitate to reach out to me directly.

Very truly yours,

Wendy Riddell

ATTACHMENT A

THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL, ADOPTED RESOLUTION

RESOLUTION

A RESOLUTION ADOPTING AN AMENDMENT TO THE 2015 GENERAL PLAN FOR PHOENIX, APPLICATION GPA-LV-3-22-8, 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-LV-3-22-8. The 284.19 acre site located approximately 860 feet south of the southwest corner of 51st Avenue and Carver Road is designated as 100.01 acres of Commercial / Commerce/Business Park, 65.14 acres of Commercial / Commerce/Business Park / Residential 1 to 2 dwelling units per acre / Residential 3.5 to 5 dwelling units per acre / Residential 5 to 10 dwelling units per acre / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, 40.46 acres of Commercial / Residential 1 to 2 dwelling units per acre / Residential 3.5 to 5 dwelling units per acre / Residential 5 to 10 dwelling units per acre / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, 78.58 acres of Residential 1 to 2 dwelling units per acre / Residential 3.5 to 5 dwelling units per acre / Residential 5 to 10 dwelling units per acre

/ Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, and Resort.

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:

Commercial / Commerce/Business Park (100.01 +/- Acres)
Commercial / Commerce/Business Park /
Residential 1 to 2 du/ac / Residential 3.5 to 5 du/ac /
Residential 5 to 10 du/ac / Residential 10 to15 du/ac /
Residential 15+ du/ac (65.14 +/- Acres)
Commercial / Residential 1 to 2 du/ac /
Residential 3.5 to 5 du/ac / Residential 5 to 10 du/ac /
Residential 10 to15 du/ac /Residential 15+ du/ac
(40.46 +/- Acres)
Residential 1 to 2 du/ac / Residential 3.5 to 5 du/ac /
Residential 5 to 10 du/ac / Residential 10 to15 du/ac /
Residential 15+ du/ac
(78.58 +/- Acres)
Resort

Proposed Change Area

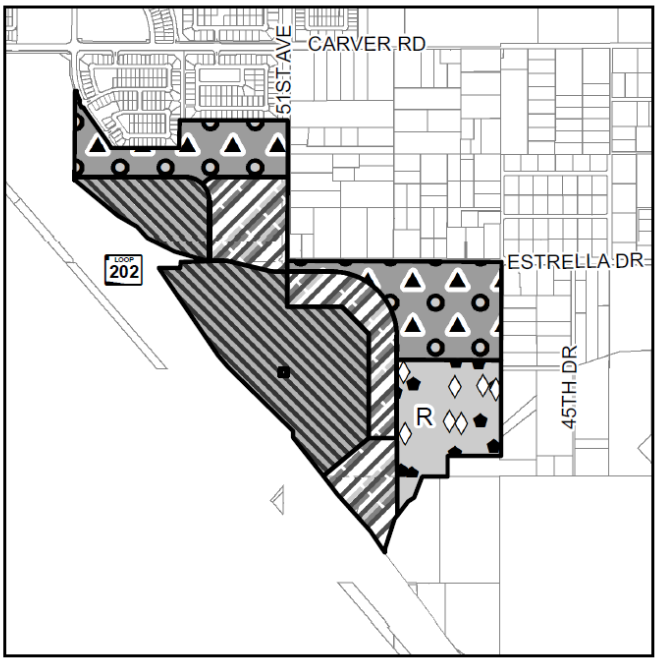
Commercial / Commerce/Business Park

Commercial / Commerce/Business Park / Residential 1 to 2 du/ac / Residential 3.5 to 5 du/ac / Residential 5 to 10 du/ac / Residential 10 to 15 du/ac / Residential 15+ du/ac

Commercial / Residential 1 to 2 du/ac / Residential 3.5 to 5 du/ac / Residential 5 to 10 du/ac / Residential 10 to 15 du/ac / Residential 15+ du/ac

Residential 1 to 2 du/ac / Residential 3.5 to 5 du/ac / Residential 5 to 10 du/ac / Residential 10 to 15 du/ac / Residential 15+ du/ac

R Resort



PASSED by the Council of the City of Phoenix this 1st day of May 2024.

_____
M A Y O R

ATTEST:

_____
Denise Archibald, City Clerk

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By:_____
_____

REVIEWED BY:

_____
Jeffrey Barton, City Manager

DRAFT

GENERAL PLAN AMENDMENT
STAFF ANALYSIS
*REVISED February 7, 2024

Application:	GPA-LV-3-22-8
Owner:	Lines Ruskin R JR, et. al
Applicant:	Alex Stedman, RVi Planning and Landscape Architecture
Representative:	Wendy Riddell, Berry Riddell, LLC
Location:	Approximately 860 feet south of the southwest corner of 51st Avenue and Carver Road
Acreage:	284.19 acres
*Current Plan Designation:	Residential 1 to 2 dwelling units per acre (54.23 acres), Residential 2 to 3.5 dwelling units per acre (41.64 acres), Residential 3.5 to 5 dwelling units per acre (84.24 acres), Residential 5 to 10 dwelling units per acre (57.14 acres), Residential 15+ dwelling units per acre (4.09 acres), Public / Quasi-Public (17.51 acres), and Commercial (25.34 acres), Resort
Requested Plan Designation:	Commercial / Commerce/Business Park (100.01 acres), Commercial / Commerce / Business Park / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre (65.14 acres), Commercial / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre (40.46 acres), Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre (78.58 acres), Resort
Reason for Requested Change:	A minor general plan amendment for Commercial, Commerce/Business Park, various residential designations, and resort.
Laveen Village Planning Committee Meeting Date:	February 12, 2024
Staff Recommendation:	Approval

FINDINGS:

1) The proposed land use map designations provide for a land use mix that is appropriate given the site's location along the Loop 202 Freeway corridor and would provide services to the nearby residential neighborhoods.

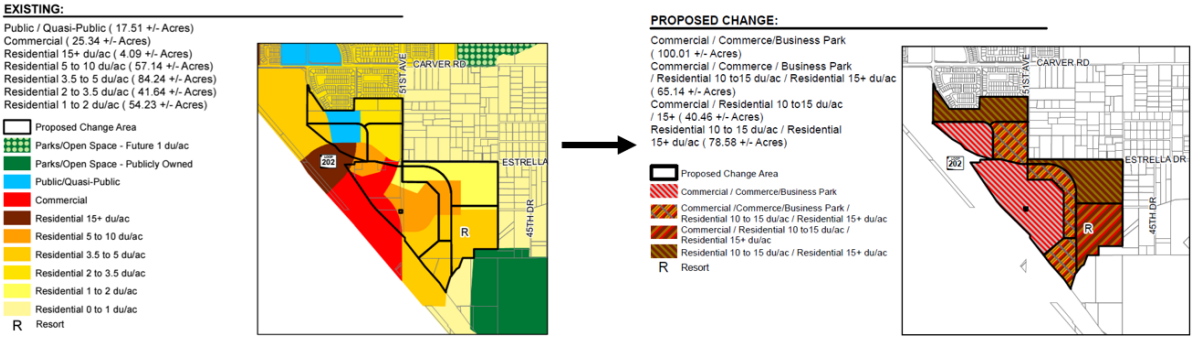
2) The companion rezoning case, Z-53-22-8, creates a unified zoning framework through a Planned Unit Development (PUD) for the entire site. The General Plan Amendment will provide for a General Plan Land Use Map designation that is consistent with the proposed PUD.

3) The companion rezoning case, Z-53-22-8, provides enhanced landscape buffers and building height stepbacks to make the proposed development a compatible addition to the area.

BACKGROUND

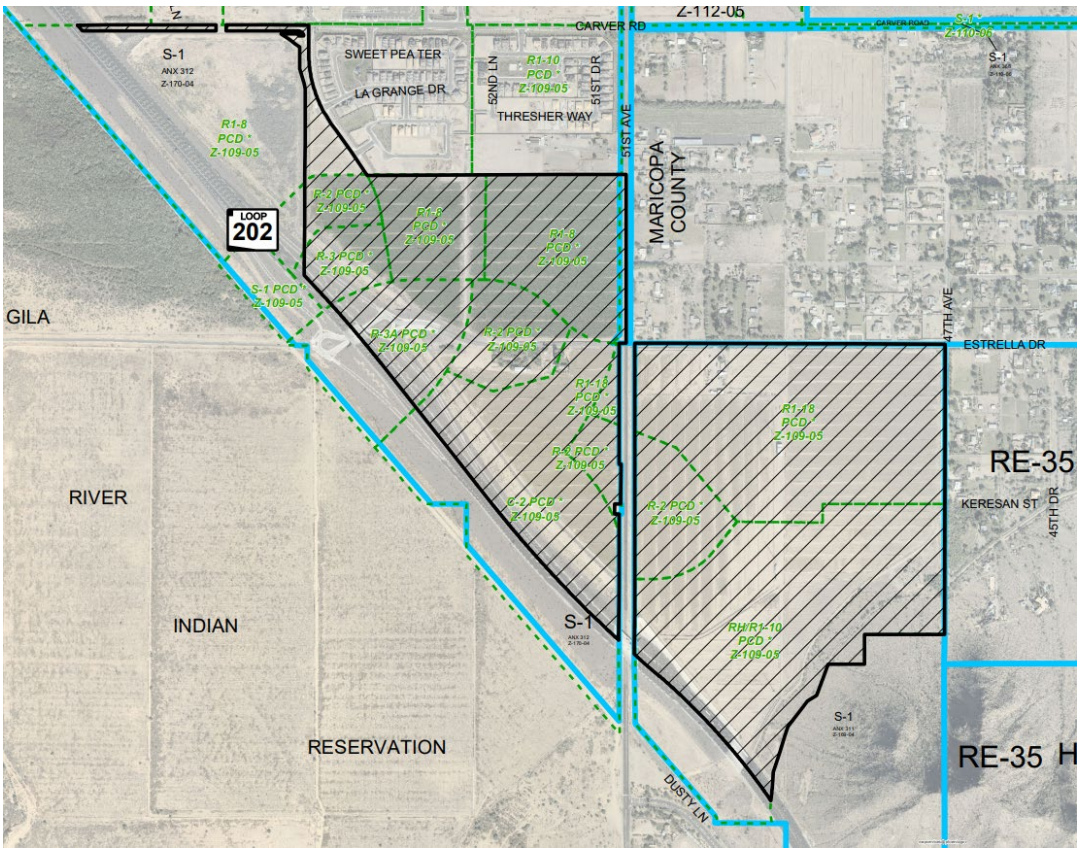
The subject site is 284.19 gross acres located approximately 860 feet south of the southwest corner of 51st Avenue and Carver Road. The site currently consists of vacant land, agricultural land, and rural residential.

This request proposes a minor amendment to the General Plan Land Use Map to allow commercial, commerce park/business park, residential, and resort uses. The *proposal will modify the land use designation from 54.23 acres of Residential 1 to 2 dwelling units per acre, 41.64 acres of Residential 2 to 3.5 dwelling units per acre, 84.24 acres of Residential 3.5 to 5 dwelling units per acre, 57.14 acres of Residential 5 to 10 dwelling units per acre, 4.09 acres of Residential 15+ dwelling units per acre, 17.51 acres of Public / Quasi-Public, and 25.34 acres of Commercial to 100.01 acres of Commercial / Commerce/Business Park, 65.14 acres of Commercial / Commerce / Business Park / Residential a10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, 40.46 acres of Commercial / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, and 78.58 acres of Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre.



**General Plan Land Use Map Designation*
Source: Planning and Development Department

The companion rezoning case Z-53-22-8 is requesting to rezone the site from S-1, S-1 (Approved C-2 PCD), S-1 (Approved R-2 PCD), S-1 (Approved R-3 PCD), S-1 (Approved R-3A PCD), S-1 (Approved R1-18 PCD), S-1 (Approved R1-8 PCD), and S-1 (Approved RH/R1-10 PCD) to PUD to allow single and multifamily, residential, commercial uses, and some commerce park. The existing zoning is depicted in the below figure.



Aerial Zoning Map
Source: Planning and Development Department

SURROUNDING LAND USES

The subject site consists of vacant land, agricultural land, and rural residential. The *current General Plan Land Use Map designation for the site is Residential 1 to 2 dwelling units per acre, Residential 2 to 3.5 dwelling units per acre, Residential 3.5 to 5 dwelling units per acre, Residential 5 to 10 dwelling units per acre, Residential 15+ dwelling units per acre, Public / Quasi-Public, and Commercial. There is also an R noted on the General Plan Use Map which depicts a general location for a future resort site. The applicant will maintain this designation.

NORTH (West of 51st Avenue)

A single-family residential development is located north of the subject site and is designated Residential 2 to 3.5 dwelling units per acre.

NORTH (East of 51st Avenue)

North of Estrella Drive, are large lot single-family homes within Maricopa County designated Residential 0 to 1 dwelling units per acre.

SOUTH

South of the subject site is the South Mountain Park and Preserve designated Parks / Open Space-Public and Residential 0 to 1 dwelling units per acre.

EAST

East of the subject site are large lot single-family houses designated Residential 0 to 1 dwelling units per acre.

WEST

West of the subject site, is The Loop 202 Freeway designated Residential 3.5 to 5 dwelling units per acre, Residential 15+ dwelling units per acre, and Commercial. West of the Loop 202 Freeway is vacant land in the Gila River Indian Reservation.

RELATIONSHIP TO GENERAL PLAN CORE VALUES AND PRINCIPLES

STRENGTHEN OUR LOCAL ECONOMY CORE VALUE

- **ENTREPRENEURS AND EMERGING ENTERPRISES; LAND USE PRINCIPLE: Encourage land uses that promote the growth of entrepreneurs or new businesses in Phoenix in appropriate locations.**

  This General Plan Amendment request, with the companion rezoning request, Z-53-22-8, will support a variety of commerical and employment uses within the South Mountain tech corridor. The development will provide a place for a mix of businesses to operate and grow within close proximity to housing options.

CELEBRATE OUR DIVERSE COMMUNITIES AND NEIGHBORHOODS

- **CERTAINTY AND CHARACTER; DESIGN PRINCIPLE: Create a new development or redevelopment that is sensitive to the scale and character of the surrounding neighborhoods and incorporates adequate development standards to prevent negative impact(s) on the residential properties.**

  The proposed variety of land use designations are appropriately arranged to provide services and housing to the area while also serving as a buffer where adjacent to the existing residential/rural area. Furthermore, the companion rezoning request, Z-53-22-8, proposes development and design standards that are sensitive to the surrounding neighborhoods.

CELEBRATE OUR DIVERSE COMMUNITIES AND NEIGHBORHOODS

- **DIVERSE NEIGHBORHOODS; LAND USE PRINCIPLE: Communities should consist of a mix of land uses to provide housing, shopping, dinning and recreational options for residents.**

  The proposed General Plan Land Use Map designation will allow for a mix of uses including commercial, commerce park, and residential. The wide range of designations in GPA-LV-3-22-8 will ensure a diverse area located along the South Mountain tech corridor .

CONCLUSION AND RECOMMENDATION

Staff recommends approval of GPA-LV-3-22-8. The request aligns with the goals and policies of the General Plan and will result in a land use designation that will maximize the property's location adjacent to a freeway, along the South Mountain tech corridor and within close proximity to the mountain preserve. Along with the companion rezoning case, Z-53-22-8, the General Plan Amendment will allow for a compatible mix of land uses that will provide employment, services, and housing opportunities for the Laveen community.

Writer
Nayeli Sanchez Luna
*February 7, 2024

Team Leader
Racelle Escolar

Exhibits
*Sketch Maps (2 pages)

GENERAL PLAN AMENDMENT

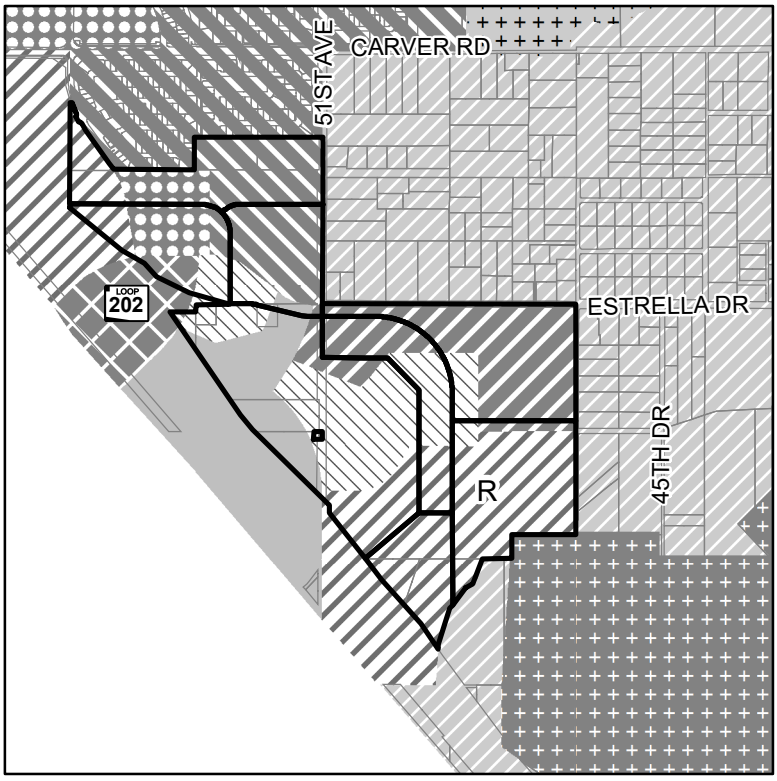
CITY OF PHOENIX ♦ PLANNING & DEVELOPMENT DEPARTMENT ♦ 200 W WASHINGTON ST ♦ PHOENIX, AZ ♦ 85003 ♦ (602) 262-6882

APPLICATION NO: GPA-LV-3-22-8	ACRES: 284.19 +/-	REVISION DATE:
VILLAGE: Laveen	COUNCIL DISTRICT: 8	2/06/2024
APPLICANT: Alex Stedman		

EXISTING:

Public / Quasi-Public (17.51 +/- Acres)
Commercial (25.34 +/- Acres)
Residential 15+ du/ac (4.09 +/- Acres)
Residential 5 to 10 du/ac (57.14 +/- Acres)
Residential 3.5 to 5 du/ac (84.24 +/- Acres)
Residential 2 to 3.5 du/ac (41.64 +/- Acres)
Residential 1 to 2 du/ac (54.23 +/- Acres)

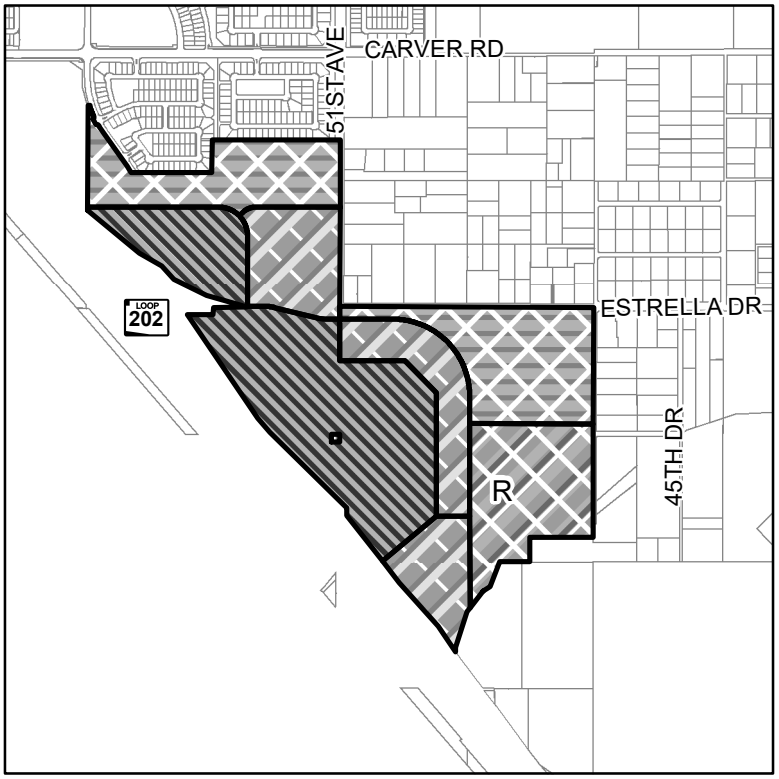
- Proposed Change Area
- Parks/Open Space - Future 1 du
- Parks/Open Space - Publicly Owned
- Public/Quasi-Public
- Commercial
- Residential 15+ du/acre
- Residential 5 to 10 du/acre
- Residential 3.5 to 5 du/acre
- Residential 2 to 3.5 du/acre
- Residential 1 to 2 du/acre
- Residential 0 to 1 du/acre
- R Resort



PROPOSED CHANGE:

Commercial / Commerce/Business Park (100.01 +/- Acres)
Commercial / Commerce/Business Park / Residential 10 to15 du/ac / Residential 15+ du/ac (65.14 +/- Acres)
Commercial / Residential 10 to15 du/ac / 15+ (40.46 +/- Acres)
Residential 10 to 15 du/ac / Residential 15+ du/ac (78.58 +/- Acres)

- Proposed Change Area
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- Commercial / Commerce/Business Park / Residential 10 to 15 du/ac / Residential 15+ du/ac
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- Residential 10 to 15 du/ac / Residential 15+ du/ac
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GENERAL PLAN AMENDMENT

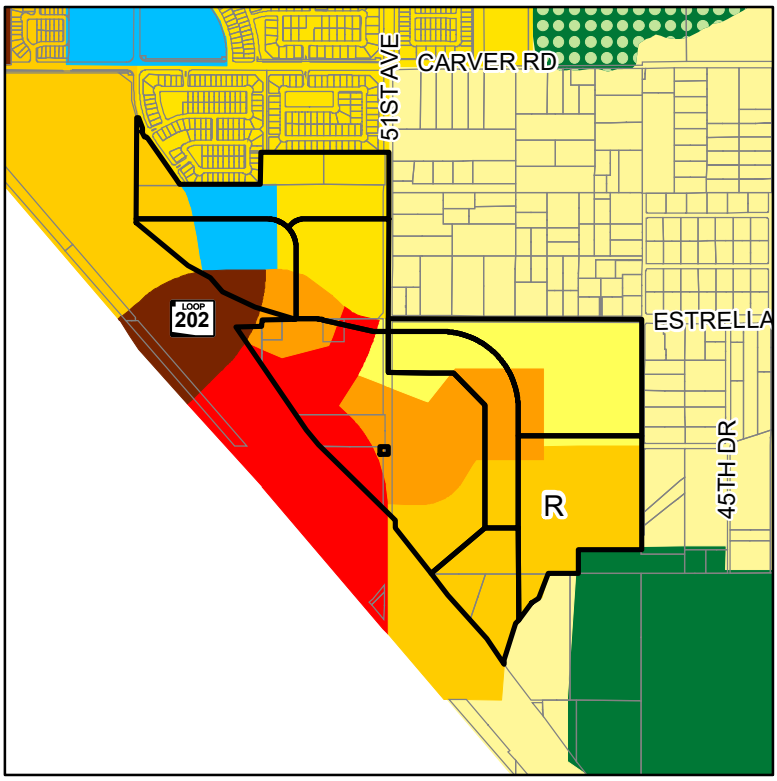
CITY OF PHOENIX ♦ PLANNING & DEVELOPMENT DEPARTMENT ♦ 200 W WASHINGTON ST ♦ PHOENIX, AZ ♦ 85003 ♦ (602) 262-6882

APPLICATION NO: GPA-LV-3-22-8	ACRES: 284.19 +/-	REVISION DATE:
VILLAGE: Laveen	COUNCIL DISTRICT: 8	2/06/2024
APPLICANT: Alex Stedman		

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Residential 1 to 2 du/ac (54.23 +/- Acres)

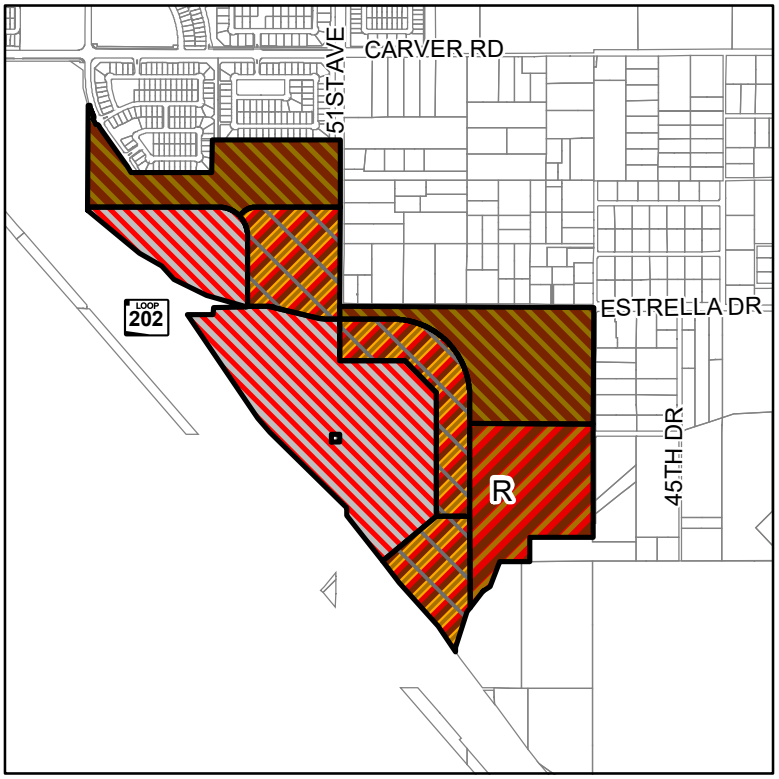
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- Residential 1 to 2 du/ac
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- R Resort



PROPOSED CHANGE:

Commercial / Commerce/Business Park (100.01 +/- Acres)
Commercial / Commerce/Business Park / Residential 10 to15 du/ac / Residential 15+ du/ac (65.14 +/- Acres)
Commercial / Residential 10 to15 du/ac / 15+ (40.46 +/- Acres)
Residential 10 to 15 du/ac / Residential 15+ du/ac (78.58 +/- Acres)

- Proposed Change Area
- Commercial / Commerce/Business Park
- Commercial / Commerce/Business Park / Residential 10 to 15 du/ac / Residential 15+ du/ac
- Commercial / Residential 10 to15 du/ac / Residential 15+ du/ac
- Residential 10 to 15 du/ac / Residential 15+ du/ac
- R Resort



Village Planning Committee Meeting Summary
GPA-LV-3-22-8
INFORMATION ONLY

Date of VPC Meeting	November 14, 2022
Request From	Residential 1 to 2 dwelling units per acre, Residential 2 to 3.5 dwelling units per acre, Residential 3.5 to 5 dwelling units per acre, Residential 5 to 10 dwelling units per acre, Residential 15+ dwelling units per acre, Public / Quasi-Public, Commercial, and Resort
Request To	Commercial / Commerce/Business Park, Commercial / Commerce / Business Park / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, Commercial / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, Resort
Proposed Use	A minor general plan amendment for Commercial, Commerce/Business Park, various residential designations, and resort.
Location	Approximately 860 feet south of the southwest corner of 51st Avenue and Carver Road

VPC DISCUSSION:

Item No. 5 (GPA-LV-3-22-8) and Item No. 5 (Z-53-22-8) are companion cases and were heard together.

19 members of the public registered to speak on these items. Six of these members of the public donated time to another individual.

APPLICANT PRESENTATION

Wendy Riddell, representing the applicant with Berry Riddell, introduced herself and the Gila Foothills PUD project located on approximately 270 acres. Ms. Riddell discussed the site location along the Loop 202 freeway and existing zoning. Ms. Riddell discussed the Tierra Montana PCD, stating that the current proposal maintains the existing entitlement of 1,700 dwelling units already approved on the site. Ms. Riddell discussed the Minor General Plan Amendment requested and stated that a 50-foot-wide landscape buffer is proposed along portions of the site next to residential uses. Ms. Riddell stated that five-character areas are proposed as part of the PUD case, including: Commercial, Employment, Resort, Resort Residential, and Residential. Ms. Riddell discussed each of the character areas, noting that billboards are proposed, in addition

to agrarian-themed residential design and an electric-vehicle focused auto sales campus. Ms. Riddell stated that this would help further the City's Electric Vehicle Roadmap and would have a positive tax benefit for the city. Ms. Riddell discussed a proposed trailhead along the southwest portion of the site that would lead into South Mountain Regional Park. Ms. Riddell discussed community outreach conducted so far and will be hosting an in-person neighborhood meeting on December 5, 2022 at the Estrella Foothills Global Academy starting at 6pm.

PUBLIC COMMENT

Miguel Angel Meraz lives in the area and is concerned with traffic. Mr. Meraz owns horses and feels that this development is not compatible with the area. Mr. Meraz added that traffic is horrible now and would get worse with this development.

Steven Ramirez understands the desire of this developer but has many concerns including the ongoing water shortage which led to the City asking residents to conserve water. Mr. Ramirez also has concerns with car dealerships and traffic potential, in addition to public safety. Mr. Ramirez stated that road widening and redoing the interchange at Estrella Drive will be needed. Mr. Ramirez stated that building height is of concern as it would block the views of the mountains. Mr. Ramirez would accept a maximum height of 2 stories and 30 feet, but also has concerns over increased light pollution in the area. Mr. Ramirez added that the increased tax revenue will not benefit this area of the city.

Timothy Cutright has lived in the area for 25 years and feels that there is an opportunity to do something unique with the property on 51st Avenue. Mr. Cutright feels that the auto mall use is not appropriate at this location and no development should occur until the intersection of Estrella Drive and 51st Avenue is improved due to existing traffic issues. Mr. Cutright takes his child to the school near this intersection and traffic is a nightmare.

Sabrina Daniels expressed safety concerns with increased crime and homelessness in the area. Ms. Daniels is concerned with increased vehicular traffic and worsening safety in the area.

Dan Penton discussed a few slides provided to staff ahead of the meeting. Mr. Penton stated that an urban-heat island would be created by this development. Mr. Penton stated that this area is unique and unlike any other in the Valley. Mr. Penton stated that proposing 160 acres of parking lots will cause increased heat and more noise. Mr. Penton stated that proposing high-intensity development in an area that is very rural is not compatible. Mr. Penton discussed the town of Carmel, Indiana, where pedestrian gathering places were developed which encouraged the community to meet. Mr. Penton stated that this development should consider more commercial uses like grocery stores, an enclosed vehicle testing facility, and other uses to create a destination. Mr. Penton discussed the Tierra Montana plan and the trail network in the area. Mr. Penton stated that other facilities could be part of the Resort, connecting places in Laveen to shopping and recreation to create a destination.

Maria Reagin discussed park and trail networks in the area, noting that she rides horses near the project site. Ms. Reagin noted that there is no way to guarantee that no gas-powered vehicles will be sold in the proposed auto mall. Ms. Reagin discussed rising crime rates in the area due to gas stations and bus stops. Ms. Reagin stated that a truck stop would lead to more crime in the area. Ms. Reagin stated that there are lots of auto dealerships in the area.

Lex Davis opposes these two cases due to incompatibility with the character of the area. Ms. Davis stated that the area is natural and rural, and this project would create more crime, pollution, and vehicular accidents in the area. Ms. Davis added that the Laveen character would change and would no longer be a peaceful place, leading to more urbanization and related issues.

Galo Barzola echoes the comments provided. Mr. Barzola described witnessing criminal activities taking place in the community, adding that more commercial uses lead to rising crime. Mr. Barzola stated that a truck stop and automobile dealership proposals are not compatible. Mr. Bazola stated that the community does not need more digital signage and wants more trails. Mr. Barzola described this proposal as not favoring the community.

Rod Grimes lives in the area and agrees with the comments made. Mr. Grimes stated that an auto mall is not compatible as Laveen is a bedroom community that people seek to get away from the city and not be next to commercial development. Mr. Grimes agrees with the comments made by Lex Davis.

Phil Hertel finds numerous issues with the proposed PUD case. Mr. Hertel stated that the applicant needs to break up the approval into various phases, as each phase has many pieces that need to be reviewed carefully. Mr. Hertel suggested having an in-person open house meeting as there is not enough detail provide with this proposal. Mr. Hertel wants to understand the proposal in more detail before declaring his stance on the cases. Mr. Hertel wants to have in-person meetings, not virtual meetings.

David Garrett has lived in the area for 19 years and discussed existing utility and canal easements in the area. Mr. Garrett stated that properties west of 51st Avenue should be residential and that a truck stop would not be compatible with the area. Mr. Garrett has concerns with increased building or billboard height and lighting impacts from billboards. Mr. Garrett is opposed to this project.

Charlie McNeely has lived in the area for many decades, as he moved here to enjoy the natural beauty, farming, and the solitude. Mr. McNeely stated that this proposal is across his home and discussed existing commercial uses in the area. Mr. McNeely stated that there are no auto malls next to residential in other cities. Mr. McNeely stated that there are schools in the area and is concerned with student safety. Mr. McNeely does not support any heights above 20 feet and does not support billboards either.

Anthony Houston, on behalf of Cassidy Houston, moved to the area to not have to worry about some of the uses being proposed by this project such as auto malls or truck stops. Mr. Houston stated that the auto mall is not an opportunity for all and that jobs will be lost to automation. Mr. Houston has traffic concerns and is not in favor of uses that will not preserve the Laveen area or will take away from the Village.

COMMITTEE QUESTIONS

Rebecca Perrera asked for clarification on traffic signal locations. **Ms. Riddell** responded that this is still being looked at.

Carlos Ortega asked the Chair to clarify the role of the Laveen Village Planning Committee to the community members present. **Chair Glass** agreed to do so later in the discussion.

Dean Chiarelli asked for clarification on the concept of a Resort use as sometimes these uses can be exclusionary. Mr. Chiarelli also asked whether the developer would install electric vehicle chargers in each home without being required to do so. Mr. Chiarelli appreciated the community input provided regarding the character of the area and shares concerns with the effects of asphalt in Laveen. **Mr. Riddell** responded that the resort is envisioned with a housing and hotel element but will be redefined later in the process.

COMMITTEE DISCUSSION

Stephanie Hurd stated that the Village Planning Committee is an advisory board, and the applicant took time to explain the project before a recommendation is made in the future. Ms. Hurd expressed the importance of multi-use trail alignments in the area.

Vice Chair Abegg stated that this is the start of the project and encouraged the public to remain involved. Ms. Abegg stated that this is a situation where the farmer is selling his land willingly and VPC members should meet with the applicant. Ms. Abegg would like to see a detailed land use list, such as an auto mall only for electric vehicles and not gas-powered vehicles. Ms. Abegg agrees with Mr. Chiarelli and wants to see the community support uses they want to see in Laveen and the developer work towards developing uses to make these an asset for Laveen residents.

Chair Glass stated that community input is necessary and thanked the community for their comments. Planned Unit Development or PUD cases incorporate more community input, but the PUD process can be cumbersome. Ms. Glass stated that some items are out of the VPC's hands and encouraged the community to attend the community meetings and give input. Ms. Glass stated that the applicant and community need to sit at the table and discuss details of the project such as land uses, sign locations, standards, and do research. Ms. Glass added that the Village Planning Committee is an advocate for the community, but the community should also attend the various meetings.

Carlos Ortega stated that plainly saying no is not an answer that typically works and instead the community should provide more input on the project. Mr. Ortega would also like the Council Offices to hear the input from the community and VPC members.

Chair Glass asked the applicant to continue working with the community on the project. **Ms. Riddell** responded that they would continue to refine uses and encourage the public to attend their meetings.

Vice Chair Abegg stated that VPC members were appointed to make recommendations and that sometimes the Council District offices will reach out to VPC members with questions and to get their input. Ms. Abegg added that the City Council receives the recommendations made by the VPC members. Ms. Abegg encouraged staff to reach out to the applicant to ensure that there is no quorum of Laveen VPC members at the upcoming public meeting on December 5, 2022.

Chair Glass encouraged the community to not give up and not to give in, plus provide comments on what they want to see on the project.

Village Planning Committee Meeting Summary
GPA-LV-3-22-8

Date of VPC Meeting	February 12, 2024
Request From	Residential 1 to 2 dwelling units per acre, Residential 2 to 3.5 dwelling units per acre, Residential 3.5 to 5 dwelling units per acre, Residential 5 to 10 dwelling units per acre, Residential 15+ dwelling units per acre, Public / Quasi-Public, Commercial, and Resort
Request To	Commercial / Commerce/Business Park, Commercial / Commerce / Business Park / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, Commercial / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, Resort
Proposal	A minor general plan amendment for Commercial, Commerce/Business Park, various residential designations, and resort.
Location	Approximately 860 feet south of the southwest corner of 51st Avenue and Carver Road
VPC Recommendation	Continuance to March 18, 2024
VPC Vote	8-0

VPC DISCUSSION:

Item No. 4 (GPA-LV-3-22-8) and Item No. 5 (Z-53-22-8) were heard together. 14 members of the public registered to speak on this item.

Staff Presentation (Overall and Hub Character Area):

Nayeli Sanchez Luna, staff, presented an overview of GPA-LV-3-22-8 and Z-53-22-8. Mrs. Sanchez Luna discussed the location of the site, the requested zoning designation, and the surrounding land uses. Mrs. Sanchez Luna provided an overview of the proposed development including the different development units and character areas. Mrs. Sanchez Luna summarized the staff findings, correspondence, providing the staff recommendation and proposed stipulations. Mrs. Sanchez Luna concluded the presentation by providing an overview of the Hub Character area noting the allowed uses, height, and design.

Applicant Presentation (Overall and Hub Character Area):

Wendy Riddell, representing the applicant with Berry Riddell, LLC, began the presentation by providing the history of the subject site including the Tierra Montana PCD. Ms. Riddell summarized the number of acres, proposed uses, and noted the allowed number of residential units under the Tierra Montana PCD. Ms. Riddell noted similar developments in Gilbert and Scottsdale and summarized the future development forecast for Laveen. Ms. Riddell summarized the EV focused auto campus and added that the subject site was one of the last allowed areas within the City to allow numerous automobile dealerships. Ms. Riddell stated that the proposed development would generate revenue and employment opportunities for Laveen. Ms. Riddell added that the PUD proposes numerous improvements such as a trailhead, infrastructure, and water conservation. Ms. Riddell provided statistical information that supported a hospital in Laveen and noted the reduction in proposed height and setback provisions when adjacent to the existing Tierra Montana development. Ms. Riddell noted that any additional units will have to return to the committee for a recommendation via the PHO process. Ms. Riddell summarized the proposed improvements on Estrella Drive, 47th Avenue, 51st Avenue, and 55th Avenue. Ms. Riddell noted the proposed height for auto-mall uses and added the allowed use for off-premise signage.

Community Presentation by John Bzdel (Overall and Hub Character Area):

John Bzdel presented the Character Plan for the Laveen Village and noted the rural characteristics highlighted in the plan. Mr. Bzdel summarized the stipulations found in the existing zoning designation for Tierra Montana that focused on limited height, lot widths, preservation of equestrian character, and restrictions for resort uses. Mr. Bzdel stated that there were only two development areas which included commercial and low density residential/resort uses. Mr. Bzdel summarized compatible communities found adjacent to the purposed development which maintain scenic views. Mr. Bzdel added that the proposed development is not located within the core. Mr. Bzdel provided an overview of the Land Use and Design Principles found in the General Plan and reiterated the rural character of Laveen. Mr. Bzdel voiced his opposition for the proposed landscaping on 47th Avenue and proposed height. Mr. Bzdel concluded his presentation by stating that the current PUD proposal should not be approved until modifications are made.

Questions From the Committee (Overall and Hub Character Area):

Chair Linda Abegg noted that the committee follows open meeting laws thus discussion on the case has not occurred outside of a public setting. Chair Abegg suggested committee members to voice their opinions, questions, and possible stipulations so that the applicant could discuss them with staff and a recommendation could be made at the next meeting. The committee voiced their agreement. **Chair Abegg** suggested reducing the maximum height to 40 feet, reducing the maximum number of units to 1,200, supporting density adjacent to the hospital, limiting 20

percent of the total subject site for residential uses, prohibiting self-service storage, all multifamily development returning to the committee via the PHO process, and infrastructure to be completed in Phase I. Chair Abegg added that she would like a land use percentage and density tracker. Chair Abegg noted that she would like to see numerous changes in the Hub Character Area. Chair Abegg stated that those changes included, a setback of 900 feet for any hospital when adjacent to Tierra Montana, if an auto-mall is not developed then any development must go through the PHO process. Chair Abegg added that she would like the auto-mall to include all sustainability features found in the PUD Narrative, and asked staff questions regarding existing stipulation language. Chair Abegg stated that she would like the PUD to have one EV line or alternative fuel source vehicles.

Patrick Nasser-Taylor voiced his support for all the proposed modifications presented by Chair Abegg. Mr. Nasser-Taylor proposed a height limitation of 70-feet for the hospital and a 30-foot height restriction for Development Unit 6. Mr. Nasser-Taylor asked why the auto-mall needed a maximum height of 56 feet. Mr. Naser-Taylor added that the majority of auto dealerships were approximately two stories. Mr. Nasser-Taylor asked why the applicant requested an auto dealership use out of the hundreds of allowed uses in the Zoning Ordinance. **Ms. Riddell** noted that the proposed auto-mall would bring employment to the village and that the subject site is one of the few areas in the City that can accommodate an auto-mall. **Mr. Nasser-Taylor** stated that he would like to see more than one line of EV or alternative fuel vehicles. **Ms. Riddell** noted that the applicant is proposing an EV brand auto-mall where people are encouraged to buy EV vehicles. **Mr. Nasser-Taylor** noted that numerous dealerships are not 56 feet. **Ms. Riddell** stated that the 56 feet is required for a parking garage to store vehicles for the auto-mall. **Mr. Nasser-Taylor** asked where west of the Loop 202 and along the I-10 was there a 150-foot structure. **Ms. Riddell** noted that her team could provide that information. **Mr. Nasser-Taylor** stated that a 150-foot structure is not located anywhere in the area. Mr. Nasser-Taylor voiced his concerns regarding the proposed 120-foot hospital in a rural environment. **Ms. Riddell** noted that only the tower of the hospital would be allowed a height of 120 feet. **Mr. Nasser-Taylor** noted that the applicant is proposing a lot of uses on a small piece of land.

Rebecca Perrera stated that the committee should collaborate to modify the PUD to better serve the community now and in the future.

Carlos Ortega stated that one of the best things that happened in Laveen was the full construction of Baseline Road prior to development. Mr. Ortega noted that the PUD is proposing to build all major infrastructure before development. Mr. Ortega voiced his support for street development prior to any development.

Francisco Barraza stated that his questions were answered.

JoAnne Jensen requested more information regarding the approval letter presented by John Bzdel and the relationship between those stipulations and the ones proposed

by the PUD. Ms. Jensen voiced her concern with the proposed density, lack of single-family residential development and requested pawn shops and truck stops to be prohibited in the PUD. **Ms. Riddell** noted that truck stops were prohibited and that they would add pawn shops to the prohibited list. Ms. Riddell noted that the approval letter is from the Tierra Montana PCD that would have allowed a higher density than what is proposed in the PUD. Ms. Riddell added that the freeway has modified the proposed land uses in the area.

Jennifer Rouse noted that the Laveen community has evolved over the years and the freeway has contributed to the change. Ms. Rouse voiced her concern regarding the proposed multifamily adjacent to single-family residential and possible traffic congestion on Estrella Drive and 51st Avenue. Ms. Rouse added that the Level 1 Trauma Center hospital would likely have a helicopter pad but noted the need for a hospital that would serve Laveen and Ahwatukee.

Vice Chair Stephanie Hurd stated that she would like Laveen to be sustainable, so individuals didn't have to leave the village. Vice Chair Hurd added that she has done research on the proposed hospital and asked for verification regarding the 52 million tax revenue. **Christine Mackay**, the Community and Economic Development Department Director, stated that auto-malls located in other cities have generated a lot of revenue for infrastructure. Ms. Mackay understood Laveen's desire for high-retail and restaurants and noted that the proposed PUD would allow for both retail and services within the village. Ms. Mackay summarized a restaurant tour that the Department had and added that the proposed auto-mall and hospital will attract the retail uses. Ms. Mackay noted that the proposed hospital height was to accommodate for all services such as emergency, surgery, out-patient services, and pharmacy. Ms. Mackay added that different hospitals accept different types of insurances allowing for more choices to residents. Ms. Mackay stated that the hospital would also attract more retail opportunities which would help create a sustainable Laveen. **Vice Chair Hurd** asked if there was a way to guarantee an upscale resort. **Ms. Mackay** stated that the proposed resort would have numerous amenities and noted that the proposed trailhead adjacent to the South Mountain Park would support a high-end resort.

Public Comment (Overall and Hub Character Area):

Dan Penton stated that he would like to see a smaller auto-mall footprint and reduce the amount of asphalt utilized for all the dealerships. Mr. Penton asked how the testing routes would be enforced and noted that EV vehicles are heavier and asked how infrastructure would support the extra weight.

Phil Hertel, representing the LCRD, noted that a traffic study has not been completed, as well as an environmental and noise study. Mr. Hertel noted that the proposed high-density development is not compatible for the area. Mr. Hertel noted that the LCRD had concerns with the lack of studies, distance between hospitals, and lack of details in the PUD. Mr. Hertel noted that the LCRD requested the case be continued before a recommendation is made.

Mr. Hertel stated that the following comments were not a representation of the LCRD. Mr. Hertel asked how the applicant would enforce the stipulation requiring one line of EV or alternative fuel vehicles. Mr. Hertel asked for more information regarding the auto-mall as a funding mechanism. Mr. Hertel asked for clarification if the proposal included one hospital or multiple and voiced his concerns with the proposed cul-de-sac and traffic counts on Estrella Drive. Mr. Hertel noted that more information was needed.

Carmen Terrell voiced her concerns regarding the water shortage. Ms. Terrell asked for the rural character be respected and preserved.

Jen Leitch stated that the proposed auto-mall is not for Laveen but for a much larger area. Ms. Leitch stated that the auto-mall would attract of people outside of Laveen and not serve the village.

Applicant Response (Overall and Hub Character Area):

Ms. Riddell noted that the proposed cul-de-sac would significantly limit the number of vehicles on Estrella Drive. Ms. Riddell added that the traffic counts were from the traffic study conducted. **Mr. Ortega** asked for more information. **Jamie Blakeman,** with the applicant's team, stated that they have received an approval letter for the traffic study from the Street Transportation Department. Ms. Blakeman noted that the traffic counts are in association with the proposed land uses and the current and proposed road infrastructure.

Committee Discussion (Overall and Hub Character Area):

Chair Abegg noted that she would like to continue the discussion and identify the key issues within the PUD. Chair Abegg asked if the committee was in supported of the proposed 120-foot hospital. Chair Abegg noted that hospitals are important, especially a Level 1 Trauma Center. **Mr. Barraza** voiced his agreement on the hospital. Mr. Barraza noted that firefighters spend more time on the road traveling because there are no hospitals in the area. **Ms. Jensen** stated that a hospital is needed. Ms. Jensen noted that the hospital should be located closer to the freeway. **Chair Abegg** asked if Committee Member Jensen supported the 900-foot building setback for the hospital. **Ms. Jensen** agreed. **Ms. Rouse** noted that there should be multiple hospitals to offer services, so people don't need to travel downtown. **Vice Chair Hurd** stated that she was mostly supportive of the proposed setback but would like to allow some leniency. **Mr. Nasser-Taylor** noted that he researched numerous hospitals in surrounding cities. Mr. Nasser-Taylor added that hospital administrators have stated that hospitals are not typically 120-feet. **Ms. Perrera** understood the concerns with the proposed height. Ms. Perrera noted that only a portion of the development unit would be for a hospital. Ms. Perrera asked for possible revisions to the PUD. **Mr. Ortega** noted a flooding event that occurred in the community and stated that people had to go downtown for a hospital. Mr. Ortega added that a hospital is needed in the area. Mr. Ortega asked the

applicant to review the height of the Mayo hospital.

Chair Abegg asked if anyone had concerns with adding pawn shops to the prohibited list. The committee voiced their agreement.

Chair Abegg mentioned the allowed heights for specific uses in the auto-mall districts and additional step back provisions. Chair Abegg proposed a maximum percentage of residential uses and density. **Ms. Perrera** stated that she would share her opinion during the next section of the meeting.

Chair Abegg reiterated some of the proposed changes including sustainability standards, hospital setback, and height restrictions. **Mr. Nasser-Taylor** asked if they could have another meeting to discuss the proposed changes. **Chair Abegg** noted that the committee could not meet but asked members to voice their opinions regarding the PUD. **Ms. Perrera** asked if a member could send an email to a few members. **Chair Abegg** noted that a member could send an email to the entire committee.

Chair Abegg noted that a few additional members of the public wished to speak.

Neritza Diaz-Cruz stated that she loved the rural character of Laveen. Ms. Diaz-Cruz noted that there was no guarantee that the tax revenue would return to Laveen. Ms. Diaz-Cruz added that she was opposed to the off-premises signage. **Chair Abegg** noted that the development agreement would ensure that revenue is kept in Laveen.

Jeanette McDaniel stated that she wasn't notified of the proposed PUD and asked for more information regarding the notification process. **Chair Abegg** noted that this has been proposed since 2022 and added that the developer followed the requirements by the rezoning process. **Ms. McDaniel** stated that she lived in the heart of Laveen and never received a notification. Ms. McDaniel asked why the proposed development was not relocated on the other side of the freeway. **Chair Abegg** noted that the other side of the freeway was the Gila River Indian School Reservation.

Win Kwok asked how a hospital would keep the certification of a Leven 1 Trauma Center. Ms. Kwok stated that all the added asphalt would cause a negative effect in the area and add to the urban heat island effect. Ms. Kwok asked regarding water conservation and if the existing infrastructure was able to sustain EV vehicles such as electricity for charging stations and the proposed hospital.

T.J. Henshau noted that the subject site is located within an existing echo chamber and stated that there isn't any commercial development east of 51st Avenue. Mr. Henshau added that these commercial uses will bring noise, light, and traffic congestion. Mr. Henshau shared that Laveen could benefit from other types of commercial uses.

Staff Presentation (District Character Area):

Mrs. Sanchez Luna displayed the location of the District Character Area and summarized the building step back height provisions. Mrs. Sanchez Luna noted the landscape buffer, summarized the proposed design guidelines, and key features.

Applicant Presentation (District Character Area):

Ms. Riddell noted the modern rural character for the District Character Area and displayed numerous examples. Ms. Riddell noted the mixture of retail and multifamily residential. Ms. Riddell summarized the building step backs when adjacent to the existing Tierra Montana neighborhood and 51st Avenue. Ms. Riddell noted that they are proposing a cul-de-sac on 55th Avenue to accommodate the concerns heard by the Tierra Montana community. Ms. Riddell noted that the Street Transportation Department did not support a cul-de-sac on 55th Avenue.

Questions From the Committee (District Character Area):

Chair Abegg stated that she had concerns with the proposed height in Development Unit 5 and proposed a larger step back on 51st Avenue. Chair Abegg noted that she agreed with the comments received by the Street Transportation Department and requested 55th Avenue to connect rather than ending in a cul-de-sac.

Mr. Nasser-Taylor voiced his concerns regarding the Public / Quasi-Public designation removal in this area. **Ms. Riddell** noted that the designation was part of the Tierra Montana PCD and originally was going to be a school facility. Ms. Riddell added that the school was already built, just in a different location. **Ms. Perrera** noted that this was an issue where the existing land use entitlements didn't match the General Plan Land Use Map.

Ms. Perrera had concerns regarding the proposed three left turns for school drop-off. **Ms. Riddell** noted that the proposed road structure is based on community concerns.

Vice Chair Hurd voiced her agreement with the comments provided by the Street Transportation Department.

Public Comment (District Character Area):

Mr. Penton stated that multifamily housing is not being utilized in the City and would like to see more retail uses. Mr. Penton noted that he would be supportive of restaurants, grocery stores, or a large open space area.

Ms. Terrell voiced her concerns regarding water usage and stated that she would like to see development under the existing zoning designations.

Mr. Hertel asked for clarification on modern rural architecture and added that the

displayed renderings were more modern than rural. Mr. Hertel noted that there should be a limitation in multifamily development and that he would like to see more townhomes or single-family attached development in this area.

Committee Discussion (District Character Area):

Chair Abegg asked committee members if they agreed with building out 55th Avenue. **Mr. Nasser-Taylor** noted that more discussion was required regarding 55th Avenue because of the intensity of the proposed development and the concerns from the community.

Mr. Ortega asked how many multifamily housing developments are needed in Laveen. **Ms. Riddell** displayed the population and housing forecast for the City. Ms. Riddell noted that Laveen is going to require a significant number of housing to support a forecasted growth of 30,000 residents. **Mr. Ortega** asked what would occur if the forecast changes and suggested a stipulation to allow for other uses if housing is no longer needed. **Ms. Perrera** noted that there was a concern of approved multifamily housing in Laveen that hasn't been built.

Ms. Jensen stated that there was approximately 10,000 units that have been approved but haven't been built. Ms. Jensen voiced her support for neighborhood retail or single-family residential. Ms. Jensen noted that she was not opposed to townhomes or single-family attached development.

Ms. Rouse agreed with Committee Member Jensen's comment regarding attached single-family housing. Ms. Rouse noted her concerns regarding 55th Avenue and the agreement with the community.

Vice Chair Hurd noted the loss of commercial land to multifamily development. Vice Chair Hurd stated that she was opposed to multifamily and self-storage. Vice Chair Hurd added that if Laveen had all the commercial required to support the community, then she would support additional housing. Vice Chair Hurd suggested a hotel adjacent to the hospital.

Chair Abegg noted that the majority of the committee was in favor of 55th Avenue connecting to the proposed development. Chair Abegg suggested reducing the maximum height for residential to 40 feet. Chair Abegg noted that she would like to add single-family as a permitted use. **Ms. Riddell** noted that single-family is allowed.

Mr. Ortega requested a stipulation to require all multifamily development to go through the PHO process.

Staff Presentation (Foothills Character Area):

Mrs. Sanchez Luna displayed the location of the Foothills Character Area and summarized the building step back height provisions and allowed uses. Mrs. Sanchez

Luna noted the landscape buffer, summarized the proposed design guidelines, and key features including the proposed resort and trailhead at South Mountain Park.

Applicant Presentation (Foothills Character Area):

Ms. Riddell noted the proposed natural character of the area. Ms. Riddell stated the allowed uses in each development unit and summarized the requirements of a resort. Ms. Riddell displayed examples of proposed resort types and noted that approximately 50 acres would be preserved for a resort use. Ms. Riddell noted that if anything outside of a resort is proposed, then they would be required to return through the PHO process. Ms. Riddell summarized the proposed modification to Development Unit 8 which would limit the density when adjacent to large lot single-family development on Estrella Drive and 47th Avenue. Ms. Riddell displayed the proposed modifications to 47th Avenue to maintain the rural road but noted that the Street Transportation Department does not support the modification.

Committee Discussion (Foothills Character Area):

Chair Abegg voiced her concerns regarding Estrella Drive but was unsure of a proper solution. Chair Abegg stated that she would like to move the "County Lane" and agreed with the applicant's modification to 47th Avenue. Chair Abegg stated that she would like to reduce the density Development Unit 8 to 3 du/acre adjacent to Estrella Drive and 47th Avenue and the remainder to 14 du/acre. Chair Abegg suggested limiting the office uses to professional offices. Chair Abegg would like the resort time stipulation to be modified to five years of the dedication of Gila Foothills Parkway and development of the trailhead. Chair Abegg provided an alternative step back provision and suggested a stipulation for the last off-premise sign adjacent to the resort.

Mr. Barraza voiced his agreement regarding Estrella Drive and the time stipulation in relation to the resort.

Ms. Jensen voiced her agreement. Ms. Jensen noted that Estrella Drive and 47th Avenue should be modified to alleviate the community's concerns.

Vice Chair Hurd agreed with the proposed 3 du/acre along Estrella Drive and 47th Avenue. Vice Chair Hurd requested modifying landscaping in the buffer to include more cacti rather than trees. Vice Chair Hurd stated more discussion was required for Estrella Drive.

Mr. Nasser-Taylor agreed with all the comments proposed by the committee, particularly supporting single-family.

Ms. Perrera agreed with the comments regarding single-family residential. Ms. Perrera noted the development agreement stipulation and suggested a possible shared parking area for the resort and trailhead. **Ms. Riddell** noted that they are

encouraging shared parking areas.

Mr. Ortega asked if the trailhead was going to have parking and facilities available to individuals prior to the construction of the resort. **Ms. Riddell** noted that they have had several conversations regarding the development of the trailhead with the Parks Department.

Public Comment (Foothills Character Area):

Mr. Penton voiced his concerns regarding the environmental impacts including wildlife and vegetation. Mr. Penton voiced his support for the purposed trailhead.

Mr. Hertel agreed with Mr. Penton's comments. Mr. Hertel noted that there is a housing shortage in Laveen based on the forecast presented by the applicant.

Eugenio Gutierrez voiced his concerns regarding vandalism at the proposed trailhead. Mr. Gutierrez voiced his support for 3 du/acre and supported a reduction in density when in relation to the resort.

Dave Garrett displayed the existing street infrastructure and noted the safety concerns. Mr. Garrett added that 51st Avenue needed to be widened to accommodate the proposed development.

Alice Williams noted that there were numerous livestock uses in the area. Ms. Williams added that the proposed multifamily development would not be compatible with the surrounding uses and that she does not want to receive complaints regarding noise and odor.

Mr. Bzdel on behave of Jennifer Spicer stated that she moved to the area specifically because of the large open fields. Mr. Bzdel noted that she would have not moved to the area if the zoning was going be changed to allow for high intensity commercial.

Maria Reagin noted that an environmental study has not been conducted. Ms. Reagin added that the proposed development would add to the urban heat island and that there hasn't been a noise study for the proposed development.

Ms. Terrell reiterated her concerns regarding water conservation. Ms. Terrell requested the preservation of the rural character.

Mr. Henshau noted that the General Plan Land Use Map designation supported large lot single-family development. Mr. Henshau stated that this should require a Major Amendment to the General Plan. Mr. Henshau stated that the case needed to be put on hold until all the issues are resolved.

Lauren Grove stated that this was one of the most scenic corridors in the City. Mr. Grove referenced the Laveen Character Plan which supported the protection of views.

Mr. Grove noted that he did not receive any notification regarding the proposed PUD, nor did anyone come to his property to discuss.

Community Discussion (Foothills Character Area):

Chair Abegg noted the community's concerns regarding density and timeline for the proposed resort. Chair Abegg stated that the committee agrees to the community's modifications to 47th Avenue and Estrella Drive. Chair Abegg asked if any additional items needed to be addressed. **Ms. Jensen** asked how these modifications would be shared with the rest of the committee. **Chair Abegg** stated that the notes would be provided to the applicant and staff in order for all of the issues to be discussed and addressed before the next meeting. Chair Abegg suggested having small meetings with the applicant and staff.

Ms. Perrera asked when the development agreement would be completed. **Ms. Mackay** stated that the development agreement would depend on the rezoning approval and further discussions with the developer.

Motion:
Jennifer Rouse motioned to continue GPA-LV-3-22-8 to the March Laveen Village Planning Committee meeting. **Carlos Ortega** seconded the motion.

Vote:
8-0, motion to continue GPA-LV-3-22-8 passed with Committed Members Barraza, Jensen, Nasser-Taylor, Ortega, Perrera, Rouse, Hurd, and Abegg in favor.

Staff comments regarding VPC Recommendation:

None.

Village Planning Committee Meeting Summary
GPA-LV-3-22-8
*REVISED April 3, 2024

Date of VPC Meeting	March 18, 2024
Request From	Residential 1 to 2 dwelling units per acre, Residential 2 to 3.5 dwelling units per acre, Residential 3.5 to 5 dwelling units per acre, Residential 5 to 10 dwelling units per acre, Residential 15+ dwelling units per acre, Public / Quasi-Public, Commercial, and Resort
Request To	Commercial / Commerce/Business Park, Commercial / Commerce / Business Park / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, Commercial / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, Resort
Proposal	A minor general plan amendment for Commercial, Commerce/Business Park, various residential designations, and resort.
Location	Approximately 860 feet south of the southwest corner of 51st Avenue and Carver Road
VPC Recommendation	Denial as field, approved with modifications
VPC Vote	8-0

VPC DISCUSSION:

Item No. 3 (GPA-LV-3-22-8) and Item No. 4 (Z-53-22-8) were heard together.
13 members of the public registered to speak on this item.

Staff Presentation:

Nayeli Sanchez Luna, staff, presented an update on the correspondence received for GPA-LV-3-22-8 and Z-53-22-8. Mrs. Sanchez Luna summarized the concerns and noted that the applicant has worked with the community and requested modifications and additional stipulations. Mrs. Sanchez Luna concluded the presentation by stating that the memo contained the updated stipulations for Gila Foothills PUD.

Applicant Presentation:

Wendy Riddell, representing the applicant with Berry Riddell, LLC, began the presentation by summarizing the proposed changes to the stipulations for Z-53-22-8.

Ms. Riddell listed the modifications including reducing the height, requiring development to return through the Planning Hearing Officer, changes in density, improvements for 47th Avenue, and commitment to add Fire and Police Department resources. Ms. Riddell concluded the presentation by reiterating their commitment to working with the community.

Questions From the Committee:

Patrick Nasser-Taylor noted that there had been significant changes to the proposal. Mr. Nasser-Taylor asked for clarification on development units that allowed for a maximum height of 56 feet. **Ms. Riddell** stated that Development Unit 2, 5 and 10 allowed for a maximum height of 56 feet.

Rebecca Perrera noted that the Laveen Meadows was an example of a development that had reserved property for fire and police, but the services were never provided. Ms. Perrera asked how they would ensure the development of a fire or police station within the PUD. **Ms. Riddell** stated that any future development of a fire or police station would be found in the development agreement. Ms. Riddell noted that they are still working on finalizing the development agreement. **Chair Linda Abegg** appreciated the commitment for a development agreement but noted that that would not be part of the rezoning case. **Ms. Perrera** asked if they developer would still be required to pay impact fees. **Ms. Riddell** confirmed.

Carlos Ortega stated that his major concern was street infrastructure and asked for a time frame for when the roads would be completed. **Ms. Riddell** noted that that could possibly occur within three years. **Mr. Ortega** wanted to ensure that all major street infrastructure be constructed before development. **Ms. Riddell** clarified that it would be about 10 years for all infrastructure to be developed. **Mr. Ortega** asked for a time frame for 51st Avenue. **Ms. Riddell** noted that that would be determined at the time of construction of development. **Mr. Ortega** stated that he did not want 51st Avenue to have the same issues as Dobbins Road.

Francisco Barraza thanked the applicant for working with the community.

JoAnne Jensen thanked the applicant for working with the community. Ms. Jensen asked why Stipulation No. 1.n was modified to delete self-service storage from the prohibited use list. **Ms. Riddell** noted that the proposed stipulations would allow for one self-service storage within the Hub Character Area. **Ms. Jensen** suggested adding other items to the prohibited list such as liquor stores, smoke shops, and cannabis shops. **Ms. Riddell** noted that the permitted C-2 zoning already had provisions for uses such as alcohol sales and smoke shops and that additional entitlements would be required for cannabis sales.

Jennifer Rouse noted that the applicant has worked extensively with the community and appreciated all their compromises. Ms. Rouse added that a hospital is needed in the community.

Vice Chair Stephanie Hurd voiced her opposition for the proposed multifamily. Vice Chair Hurd thanked the applicant, the Chair, the committee, and the departments involved in finalizing the stipulations found in the memo provided by staff.

Chair Linda Abegg thanked the applicant, committee, and community for their input. Chair Abegg summarized the stipulations in the memo and noted that she had some concerns but would address them after public comment.

Public Comment:

John Bzdel stated that he opposed the proposed density in Development Unit 8. Mr. Bzdel noted that the applicant promised 90-foot-wide lots and that he expected a lower density and a maximum of 37 lots. **Ms. Riddell** stated that the proposed density aligned with R1-18 development standards and that the lots were 90-feet wide with a maximum of 39 lots. **Mr. Bzdel** noted that the density should be lower. **Reid Butler**, with the applicant's team, noted that all discussion referenced R1-18 development standards. **Mr. Bzdel** wanted to ensure that there was a consensus between the community and the developer.

Jeffrey Kling noted that the Laveen village is a pristine place to live. Mr. Kling voiced concerns with the proposed development and noted the lack of density variation in the PUD. Mr. Kling added that there hasn't been any mention of an environmental impact study, discussions with the Gila Indian Reservation, and noise studies.

Kim Henshaw voiced her appreciation for the progress on 47th Avenue and Estrella Drive; however, she had concerns for other existing development adjacent to the site. Ms. Henshaw noted that individuals would utilize streets rather than the Loop 202 Freeway, thus increasing traffic congestion in the area. Ms. Henshaw added that the development would disrupt the rural community and that there were no provisions for lighting, preserving dark skies, or preserving the rural character.

Jen Leitch voiced her opposition to having such a large development adjacent to South Mountain. Ms. Leitch suggested density that would be compatible with the park. Ms. Leitch added that the community did not receive the memo and asked for more information on Carver Road. Ms. Leitch stated that there were no auto malls located near other parks.

Paul Franckowiak stated that the development would cause traffic issues for Laveen. Mr. Franckowiak added that the traffic would travel to Carver Road and Estrella Drive. Mr. Franckowiak asked why this development was proposed in Laveen and added that the explanation he has received is not sufficient to warrant such a large development. Mr. Franckowiak stated that a hospital would be best in a location with existing residential developments and that there was a lot of missing information.

Dan Loden stated that the Laveen character is rural. Mr. Loden noted that the City

has experienced a shortage in police officers, even with the recent increase in wages. Mr. Loden noted recent crimes in the area including 51st Avenue and Baseline Road. Mr. Loden asked how the shortage would be addressed and added that he was hesitant that any police or fire services would be provided.

Karen Clark noted that she moved to the area for the rural atmosphere and that the proposal would cause severe traffic congestion. Ms. Clark agreed with Mr. Loden comments regarding police and fire services. Ms. Clark voiced her concerns regarding the location of the hospital.

Maria Reagin voiced her approval of the reduction in density for Development Unit 8 and the proposal for 47th Avenue. Ms. Reagin added that there has been a huge compromise on the applicant's side to address the community's concerns. Ms. Reagin thanked members of the community including the LCRD, applicant, and Councilmember Hodge Washington. Ms. Reagin requested to continue working with the developer on landscaping for 47th Avenue.

Phil Hertel thanked the community, committee and the applicant on the modifications to the stipulations. Mr. Hertel requested roof overhangs to be increased to 18 inches and that the maximum number of units be reduced to 1,200. Mr. Hertel requested a notification list be added to the stipulations for any development within the PUD. Mr. Hertel asked for an explanation regarding Stipulation No. 1.rr.

Michael Miller voiced his concerns regarding the proposed hospital and auto mall. Mr. Miller requested 55th Avenue to terminate as previously proposed by the applicant. Mr. Miller noted that there would be a significant increase in traffic congestion adjacent to the school located on the northeast corner of 55th Avenue and Carver Road.

Charlie McNeely noted that he was not opposed to progress. Mr. McNeely added that he had concerns regarding height and noted that he would like to limit the height to 4 stories. Mr. McNeely thanked the committee for their time and dedication to the proposal.

Karson Baird asked if there were any dealerships interested in the proposed auto mall. **Ms. Riddell** confirmed. **Ms. Baird** voiced her concerns for 51st Avenue south of Carver Road, noting that a portion of it was located in the County.

Jon Kimoto noted his support for the proposal but voiced his concerns regarding the proposed landscaping along 47th Avenue and Estrella Drive. Mr. Kimoto noted the slope change from 42nd Avenue and recommended modifications to retain rainwater in the landscape area. Mr. Kimoto added that certain vegetation could be utilized to prevent trespassing or encampments. **Vice Chair Hurd** requested Mr. Kimoto be added to the meetings between the applicant and residents to discuss landscaping along 47th Avenue and Estella Drive.

Applicant Response:

Ms. Riddell reiterated the commitment to continue working with the residents along Estrella Drive and 47th Avenue. Ms. Riddell noted that they had previously recommended 55th Avenue to become a dead-end street, but the Street Transportation Department didn't support the modification. Ms. Riddell added that they could work with the Street Transportation Department on traffic mitigating measures. Ms. Riddell stated that Stipulation No. 1.rr referenced shade pockets when adjacent to future auto dealerships. Ms. Riddell noted that if an auto dealership was not developed, then 75% shade would still be required for public streets. Ms. Riddell recommended a stipulation that would require a group of individuals be notified for any development within the PUD. Ms. Riddell requested a modification to Stipulation No. 1.ll that would require 18 inch overhangs and 90-foot-wide lots. Ms. Riddell noted that the PUD would already require numerous design standards to reduce heat and light pollution.

Committee Discussion:

Chair Abegg noted additional stipulations and asked for the committee's opinion. Chair Abegg added that building setbacks for internal development should be kept at the proposed 10 feet. **Mrs. Sanchez Luna** noted that the stipulation refenced building setback between developments to align with resort uses. **Ms. Riddell** clarified that stipulation 1.e would require a larger setback adjacent to South Mountain and that there was discussion to add a stipulation to increase internal setbacks but that they would not recommend adding the stipulation.

Chair Abegg asked for clarification on multifamily that is required to return through the PHO process. **Ms. Riddell** noted that it would apply to multifamily development over 40-feet which is allowed in Development Units 2, 5, and 10.

Chair Abegg asked for the open space in Development Unit 8 to be increased to 15% to align with the PUD narrative. **Ms. Riddell** agreed. **Chair Abegg** requested Stipulation No. 1.ll be modified to include 15% and 90-foot average wide lots.

Chair Abegg requested the Community and Economic Development Department Director to provide a statement regarding the commercial development.

Christine Mackay, the Community and Economic Development Department Director (CED), stated that a hospital would be a long-term asset for the community. Ms. Mackay added that to ensure hospital development, less restrictions would be ideal. Ms. Mackay cited other hospitals that didn't have the same restrictions and allowed for a maximum height of over 120-feet. Ms. Mackay added that development thrived on density and added that the proposed density would allow for a successful hospital and resort.

Ms. Perrera asked for more information regarding the demand for a hospital and a resort. **Ms. Mackay** noted that there has been a demand for health care options in the

Laveen and South Mountain area. Ms. Mackay stated that the proposed resort would be a place for wellness with numerous wellness trails, amenities, and services. **Ms. Perrera** asked about the percentage of multifamily and commercial and if it was appropriate. **Ms. Mackay** noted the change in market and the dramatic change in population has resulted in a high demand for commercial and residential. Ms. Mackay added that the development would connect people within their community.

Vice Chair Hurd stated that the community has voiced their opposition for the proposed auto mall and asked for the benefits of automobile dealerships. **Ms. Mackay** added that the land use would generate less traffic than the average commercial development. Ms. Mackay added that new developments of auto malls include extensive landscaping and enhanced development standards. Ms. Mackay noted that the auto mall would generate revenue for the Laveen community. **Vice Chair Hurd** asked for more information on what occurs in an auto mall. **Ms. Mackay** noted that a lot of commercial uses stay close to the area. Ms. Mackay added that some dealerships have begun integrating cafes or restaurants within their auto malls.

Mr. Nasser-Taylor asked for more information on the hospital and asked staff to bring up his portion of the presentation. Mr. Nasser-Taylor noted that centrally located hospitals are taller than those with more land mass. Mr. Nasser-Taylor wanted clarification on the height of the proposed hospital compared to the number of beds. Mr. Nasser-Taylor noted that a large number of in-patient beds would be required for a ten-story hospital. **Ms. Mackay** noted that a lot of hospitals begin with a few stories and increase over time.

Chair Abegg noticed that there were concerns with density and height and asked the committee for their opinion. Chair Abegg stated that Stipulation No. 1.ii has the maximum number of units. Chair Abegg noted that during the last meeting there was discussion to reduce residential to 20% of the site.

Mr. Barraza noted that it was hard to determine what commercial uses are going to be developed.

Vice Chair Hurd stated that she wanted everything to be commercial, but that CED has indicated that residential uses would be required to support commercial development. Vice Chair Hurd asked why there was a discrepancy between the GPA and PUD acreage. **Ms. Riddell** noted that there was a difference in acreage between the GPA and the PUD case because of right-of-way dedications.

Chair Abegg suggested 50% reserved for commercial and 50% for residential. **Ms. Jensen** asked for an explanation on the percentage. **Chair Abegg** stated that they added the acreage for the hospital, resort, and auto mall with a portion for other commercial uses. **Vice Chair Hurd** asked what the committee found appropriate.

Chair Abegg noted that they could also discuss the unit count. **Ms. Jensen, Mr. Barraza,** and **Mr. Nasser-Taylor** stated that a unit count would be a better way to limit

residential uses. **Chair Abegg** noted that the developer could build at a higher density or a lower density with a unit maximum. **Vice Chair Hurd** noted that the PUD proposed a maximum of 2,200 units and 50% of the land to be dedicated for commercial. **Ms. Riddell** clarified that it would be a maximum of 1,700 with a 500-unit bonus if a hospital was built.

Chair Abegg stated her opinion on the percentage and number of units. Chair Abegg stated that during the last meeting the committee considered reducing the unit cap to 1,700 which included the bonus. **Mr. Nasser-Taylor** suggested reducing the unit cap to a total of 1,200 including the bonus. **Chair Abegg** noted that the City Council will make the final decision and that the unit maximum or percentage would be continued to be discussed throughout the public hearing process.

Ms. Perrera voiced her concerns with modifying the unit maximum and the percentage. **Chair Abegg** stated that the goal would be to ensure maximum commercial development. **Ms. Perrera** suggested modifying the unit cap for the PUD based on community discussion. **Vice Chair Hurd** noted that she would like to lower both. **Ms. Perrera** noted that this could be a continued discussion.

Ms. Perrera asked Committee Member Rouse to voice her opinion on the unit cap. **Ms. Rouse** noted that the unit cap would be easier to track.

Vice Chair Hurd asked how the unit bonus is addressed with the hospital. **Ms. Mackay** noted that CED would be working with the hospital to discuss demand.

Ms. Jensen asked if the additional 500 units would be reserved for hospital staff. **Ms. Mackay** noted that that would be up to the hospital and if the hospital decided to buy land for dorm rooms for employees. Ms. Mackay noted that they would not be restrictive. **Chair Abegg** asked if this would be a private developer. **Ms. Riddell** noted that hospitals partner with private developers.

Vice Chair Hurd suggested 200 acres for commercial, 90 acres for residential and 1,200 units with a 500-unit bonus. **Mr. Nasser-Taylor** suggested a 250-unit bonus. **Ms. Mackay** noted that hospitals bring hundreds of jobs to an area and there is a need for residential units.

Ms. Perrera stated that the referral program for housing doesn't mean a lower rental rate. **Ms. Mackay** confirmed. **Ms. Perrera** asked if the 500 units were needed. **Ms. Mackay** stated that hospitals have a high residential demand to provide services quickly. Ms. Mackay noted that some rental units could assist patients that needed to be close to a hospital. **Ms. Perrera** noted that she was inclined to keep the 500-unit bonus.

Mr. Nasser-Taylor disagreed and noted that the exchange would yield about 800 units which would be a maximum of 1,300 units.

Ms. Jensen noted that the unit maximum and height restrictions would meet the goals of the community rather than land allocation. Ms. Jensen stated that she supported 1,200 units with a 500-unit bonus. **Ms. Mackay** noted that acreage is easier to track than percentage.

Vice Chair Hurd noted that the concern is density. **Ms. Perrera** voiced her concern with limiting too much residential which would negatively affect commercial development.

Vice Chair Hurd asked the committee if they agreed to limiting the number of units. The committee voiced their agreement.

Vice Chair Hurd asked the committee if they agree to the 1,200-unit cap with a 500-unit bonus. **Mr. Barraza** asked if the height limitation would remain the same. **Vice Chair Hurd** confirmed. **Mr. Nasser-Taylor** voiced his opposition on the proposed maximum number of units.

Vice Chair Hurd asked staff if they have all the modification and additional stipulations.

Chair Abegg listed the modifications and additional stipulations. **Mrs. Sanchez Luna** noted that if the committee wanted to reduce the maximum number of units, an additional stipulation would be required. **Ms. Riddell** noted that Mr. Bzdel requested an average of 90-foot-wide lots for rectangular lots. **Chair Abegg** noted a modification to Stipulation No. 3 regarding unit tracking. **Ms. Sanchez Luna** asked for clarification. **Chair Abegg** noted that they would modify the stipulation to remove land use tracking. Chair Abegg modified Stipulation No. 12 regarding 55th Avenue and Stipulation No. 19 regarding the development agreement. Chair Abegg noted that the Tierra Montana community has voiced concerns with the height in Development Unit 1. Chair Abegg requested a modification to require a percentage of Development Unit 1 to be limited to 40-feet. **Mrs. Sanchez Luna** asked if the committee would like to modify it so 50% of it would be 40-feet. **Chair Abegg** clarified that it would be the area that only allows 40-feet.

Chair Abegg voiced that the community has requested senior living facilities but added that it could not be added to the rezoning case. **Ms. Riddell** noted that there is a commitment to provide senior living projects.

Vice Chair Hurd noted that self-service storage should be added to the prohibited list.

Chair Abegg stated that the notification list should include certain members of the community and the current committee.

Mrs. Sanchez Luna noted that a modification would be required to Stipulation No. 3 to track the percentage of height for Development Unit 1.

Racelle Escolar, staff, added that Stipulation No. 1.e also needed to be modified to address self-storage.

Mr. Nasser-Taylor stated that the memo eliminated the sale of one EV line. **Chair Abegg** confirmed that it was removed due to direction received from the Legal Department.

Chair Abegg asked if the agenda had the modified designations to reflect lower density residential. **Mrs. Sanchez Luna** stated that the agenda had the proposed land use map designations submitted by the applicant. **Chair Abegg** requested the land use map designations be modified to reflect adding designations that include lower density residential designations. **Mrs. Sanchez Luna** noted that they could add Residential 3.5 to 5 dwelling units per acre and 5 to 10 dwelling units per acre to all the areas that allow residential. **Chair Abegg** asked if they could add Residential 1 to 2 dwelling units per acre to Development Unit 8. **Mrs. Sanchez Luna** stated that the designation for Development Unit 8 also covered Development Unit 1. **Ms. Escolar** suggested adding Residential 1 to 2 dwelling units per acre, 3.5 to 5 dwelling units per acre, and 5 to 10 dwelling units per acre to all the designations that allow some sort of residential use.

Motion:
Vice Chair Stephanie Hurd motioned to deny GPA-LV-3-22-8 as filed, approve with the following designations:

Commercial / Commerce/Business Park (100.01 acres),

*Commercial / Commerce/Business Park / Residential 1 to 2 dwelling units per acre / Residential 3.5 to 5 dwelling units per acre / Residential 5 to 10 dwelling units per acre / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre (65.14 acres),

*Commercial / Residential 1 to 2 dwelling units per acre / Residential 3.5 to 5 dwelling units per acre / Residential 5 to 10 dwelling units per acre / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre (40.46 acres),

*Residential 1 to 2 dwelling units per acre / Residential 3.5 to 5 dwelling units per acre / Residential 5 to 10 dwelling units per acre / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre (78.58 acres), and Resort.

Jennifer Rousse seconded the motion.

Vote:
8-0, motion to deny GPA-LV-3-22-8 as filed, approved with modifications passed with Committee Members Barraza, Jensen, Nasser-Taylor, Ortega, Perrera, Rouse, Hurd, and Abegg in favor.

Staff comments regarding VPC Recommendation:

None.

ATTACHMENT D

REPORT OF PLANNING COMMISSION ACTION
April 4, 2024

ITEM NO: 5	
	DISTRICT NO.: 8
SUBJECT:	
Application #:	GPA-LV-3-22-8 (Companion Case Z-53-22-8) (Continued from March 7, 2024)
Request:	Map Amendment
Location:	Approximately 860 feet south of the southwest corner of 51st Avenue and Carver Road
From:	Public/Quasi-Public, Commercial, Residential 15+ dwelling units per acre, Residential 5 to 10 dwelling units per acre, Residential 3.5 to 5 dwelling units per acre, Residential 2 to 3.5 dwelling units per acre, Residential 1 to 2 dwelling units per acre, and Resort
To:	Residential 10 to 15 dwelling units per acre/Residential 15+ dwelling units per acre, Commercial/Commerce/Business Park/ Residential 10 to 15 dwelling units per acre/Residential 15+ dwelling units per acre, Commercial/Residential 10 to 15 dwelling units per acre/Residential 15+ dwelling units per acre, Commercial/Commerce/Business Park, and Resort
Acreage:	284.19
Proposal:	A minor general plan amendment for Commercial, Commerce/Business Park, various residential designations, and resort
Applicant:	Alex Stedman, RVi Planning and Landscape Architecture
Owner:	Lines Ruskin R. JR., et al.
Representative:	Wendy Riddell, Berry Riddell, LLC

ACTIONS:

Staff Recommendation: Approval.

Village Planning Committee (VPC) Recommendation:
Laveen 11/14/2022 Information only.
Laveen 2/12/2024 Continued. Vote: 8-0.
Laveen 3/18/2024 Denial as filed, approval per the staff memo with modifications. Vote: 8-0.

Planning Commission Recommendation: Approval, per the Laveen Village Planning Committee recommendation.

Motion Discussion: N/A

Motion details: Commissioner Gorraiz made a MOTION to approve GPA-LV-3-22-8, per the Laveen Village Planning Committee recommendation.

Maker: Gorraiz
Second: Vice-Chairperson Busching
Vote: 8-0
Absent: Mangum
Opposition Present: Yes

Findings:

1. The proposed land use map designations provide for a land use mix that is appropriate given the site's location along the Loop 202 Freeway corridor and would provide services to the nearby residential neighborhoods.

2. The companion rezoning case, Z-53-22-8, creates a unified zoning framework through a Planned Unit Development (PUD) for the entire site. The General Plan Amendment will provide for a General Plan Land Use Map designation that is consistent with the proposed PUD.

3. The companion rezoning case, Z-53-22-8, provides enhanced landscape buffers and building height stepbacks to make the proposed development a compatible addition to the area.

This publication can be made available in alternate format upon request. Please contact Teleia Galaviz at 602-291-2559, teleia.galaviz@phoenix.gov, TTY: Use 7-1-1.

ATTACHMENT E

GPA-LV-3-22-8

For opposition/support letters please see Z-53-22-8.

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** *112

REQUEST TO CONTINUE (SEE ATTACHED MEMO) Public Hearing and Ordinance Adoption - Rezoning Application Z-53-22-8 (Gila Foothills PUD) - Approximately 860 Feet South of the Southwest Corner of 51st Avenue and Carver Road (Ordinance G-7257)

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-53-22-8 and rezone the site from S-1 (Ranch or Farm Residence), S-1 (Approved C-2 PCD) (Ranch or Farm Residence, Approved Intermediate Commercial, Planned Community District), S-1 (Approved R-2 PCD) (Ranch or Farm Residence, Approved Multifamily Residence District, Planned Community District), S-1 (Approved R-3 PCD) (Ranch or Farm Residence, Approved Multifamily Residence District, Planned Community District), S-1 (Approved R-3A PCD) (Ranch or Farm Residence, Approved Multifamily Residence District, Planned Community District), S-1 (Approved R1-10 PCD) (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District), S-1 (Approved R1-18 PCD) (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District), S-1 (Approved R1-8 PCD) (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District), S-1 (Approved RH/R1-10 PCD) (Ranch or Farm Residence, Approved Resort District/Single-Family Residence District, Planned Community District) to PUD (Planned Unit Development) to allow single and multifamily residential, commercial uses, and some commerce park. This is a companion case to GPA-LV-3-22-8 and should be heard following GPA-LV-3-22-8.

Summary

Current Zoning: S-1 (2.17 acres), S-1 (Approved C-2 PCD) (27.20 acres), S-1 (Approved R-2 PCD) (40.77 acres), S-1 (Approved R-3 PCD) (3.84 acres), S-1 (Approved R-3A PCD) (5.04 acres), S-1 (Approved R1-10 PCD) (9.58 acres), S-1 (Approved R1-18 PCD) (76.33 acres), S-1 (Approved R1-8 PCD) (50.30 acres), and S-1 (Approved RH/R1-10 PCD) (73.40 acres)
Proposed Zoning: PUD
Acreage: 288.63
Proposed Use: Single and multifamily residential, commercial uses, and some commerce park

Owner: Lines Ruskin R. JR, et al.
Applicant: RVi Planning and Landscape Architecture
Representative: Wendy Riddell, Berry Riddell, LLC

Staff Recommendation: Approval, subject to stipulations.
VPC Information Only: The Laveen Village Planning Committee heard this item on Nov. 14, 2022, for information only.
VPC Action: The Laveen Village Planning Committee heard this item on Feb. 12, 2024, and continued the item, by a vote of 8-0. The Laveen Village Planning Committee heard this item on March 18, 2024, and recommended approval, per the staff memo with modifications and additional stipulations, by a vote of 8-0.
PC Action: The Planning Commission heard this item on March 7, 2024, and continued the item, by a vote of 8-0. The Planning Commission heard this item on April 4, 2024, and recommended approval, per the staff memo dated April 4, 2024, with a modification and deleted stipulation, by a vote of 6-2.

The Planning Commission recommendation was appealed by a community member on April 9, 2024.

Location
Approximately 860 feet south of the southwest corner of 51st Avenue and Carver Road
Council District: 8
Parcel Address: 11842 and 12000 S. 51st Ave. and 4951 and 5141 W. Estrella Drive

Responsible Department
This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development Department.

City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

To: Alan Stephenson
Deputy City Manager

Date: April 26, 2024

From: Joshua Bednarek
Planning and Development Director

Subject: CONTINUANCE OF ITEM 112 ON THE MAY 1, 2024, FORMAL AGENDA – PUBLIC HEARING/ORDINANCE ADOPTION - REZONING APPLICATION Z-53-22-8 (GILA FOOTHILLS PUD) – APPROXIMATELY 860 FEET SOUTH OF THE SOUTHWEST CORNER OF 51ST AVENUE AND CARVER ROAD (ORDINANCE G-7257)

Item 112, Rezoning Application Z-53-22-8, is a request to rezone 288.63 acres located approximately 860 feet south of the southwest corner of 51st Avenue and Carver Road, from S-1 (Ranch or Farm Residence), S-1 (Approved C-2 PCD), S-1 (Approved R-2 PCD), S-1 (Approved R-3 PCD), S-1 (Approved R-3A PCD), S-1 (Approved R1-10 PCD), S-1 (Approved R1-18 PCD), S-1 (Approved R1-8 PCD), S-1 (Approved RH/R1-10 PCD) to PUD to single and multifamily residential, commercial uses, and some commerce park.

The applicant requested the item be continued to the May 15, 2024, City Council Formal Meeting to allow the development team to continue discussions with the community.

Staff concurs with this request for continuance.

Approved: _____
Alan Stephenson, Deputy City Manager

Attachment:
Exhibit A – Applicant's request for continuance

BERRY | RIDDELL LLC

6750 E. Camelback Rd., #100
Scottsdale, AZ 85251
Office: 480-385-2727
www.berryriddell.com

zoning@berryriddell.com
Direct: 505-328-6606

April 25, 2024

Via Email to:

City of Phoenix
Planning & Development Department
Attn: Tricia Gomes, Deputy Director of Planning
200 W. Washington Street
Phoenix, Arizona 85003
tricia.gomes@phoenix.gov

Re: Request for Rezoning and General Plan Amendment / +/- 290-gross-acres south of the SWC of 51st Avenue and Carver Road

Dear Tricia:

We respectfully request a continuance of zoning case number Z-53-22-8 and General Plan Amendment case number GPA-LV-3-22 from the May 1st, 2024, City Council Hearing date to the May 15th, 2024, City Council Hearing date. The continuance will allow the development team to continue discussions with and address the concerns of the community.

Your attention to this matter is greatly appreciated. If you have any questions, please do not hesitate to reach out to me directly.

Very truly yours,

Wendy Riddell

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 ZONING ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE PARCEL DESCRIBED HEREIN (CASE Z-53-22-8) FROM S-1 (RANCH OR FARM RESIDENCE), S-1 (APPROVED C-2 PCD) (RANCH OR FARM RESIDENCE, APPROVED INTERMEDIATE COMMERCIAL, PLANNED COMMUNITY DISTRICT), S-1 (APPROVED R-2 PCD) (RANCH OR FARM RESIDENCE, APPROVED MULTIFAMILY RESIDENCE DISTRICT, PLANNED COMMUNITY DISTRICT), S-1 (APPROVED R-3 PCD) (RANCH OR FARM RESIDENCE, APPROVED MULTIFAMILY RESIDENCE DISTRICT, PLANNED COMMUNITY DISTRICT), S-1 (APPROVED R-3A PCD) (RANCH OR FARM RESIDENCE, APPROVED MULTIFAMILY RESIDENCE DISTRICT, PLANNED COMMUNITY DISTRICT), S-1 (APPROVED R1-10 PCD) (RANCH OR FARM RESIDENCE, APPROVED SINGLE-FAMILY RESIDENCE DISTRICT, PLANNED COMMUNITY DISTRICT), S-1 (APPROVED R1-18 PCD) (RANCH OR FARM RESIDENCE, APPROVED SINGLE-FAMILY RESIDENCE DISTRICT, PLANNED COMMUNITY DISTRICT), S-1 (APPROVED R1-8 PCD) (RANCH OR FARM RESIDENCE, APPROVED SINGLE-FAMILY RESIDENCE DISTRICT, PLANNED COMMUNITY DISTRICT), AND S-1 (APPROVED RH/R1-10 PCD) (RANCH OR FARM RESIDENCE, APPROVED RESORT DISTRICT/SINGLE-FAMILY RESIDENCE DISTRICT, PLANNED COMMUNITY 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 288.63-acre site located approximately 860 feet south of the southwest corner of 51st Avenue and Carver Road in a portion of

DRAFT

Sections 17, 20, and 21, Township 1 South, Range 2 East, as described more specifically in Exhibit “A,” is hereby changed from 2.17 acres of “S-1” (Ranch or Farm Residence), 27.20 acres of “S-1 (Approved C-2 PCD)” (Ranch or Farm Residence, Approved Intermediate Commercial, Planned Community District), 40.77 acres of “S-1 (Approved R-2 PCD)” (Ranch or Farm Residence, Approved Multifamily Residence District, Planned Community District), 3.84 acres of “S-1 (Approved R-3 PCD)” (Ranch or Farm Residence, Approved Multifamily Residence District, Planned Community District), 5.04 acres of “S-1 (Approved R-3A PCD)” (Ranch or Farm Residence, Approved Multifamily Residence District, Planned Community District), 9.58 acres of “S-1 (Approved R1-10 PCD)” (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District), 76.33 acres of “S-1 (Approved R1-18 PCD)” (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District), 50.30 acres of “S-1 (Approved R1-8 PCD)” (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District), and 73.40 acres of “S-1 (Approved RH/R1-10 PCD)” (Ranch or Farm Residence, Approved Resort District/Single-Family Residence District, Planned Community 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, 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 Gila Foothills PUD reflecting the changes approved through this request shall be submitted to the Planning Department within 30 days of City Council approval of this request. The

DRAFT

updated Development Narrative shall be consistent with Development Narrative date stamped February 1, 2024, as modified by the following stipulations.

a. Front Cover, add “City Council adopted: [Insert Adoption date]”

b. Page 16, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses: Add a paragraph under the heading as follows:

All temporary uses shall comply with Section 708 of the Phoenix Zoning Ordinance.

c. Page 16, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses: Add a paragraph under the heading as follows:
The permitted land uses depicted below are restricted to the maximum square footage of the land use assumptions established in Appendix A2. Land Use Assumptions for Street Master Plan. Each developer shall be required to provide an updated land use matrix illustrating maximum land use square footages in compliance with Appendix A2. Land Use Assumptions for Street Master Plan. Amendments to increase these established land use assumptions may be administered through a PUD Minor Amendment and shall require an updated Traffic Impact Analysis incorporating the increased assumptions.

d. Page 16, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Unit 1: Add “Single-Family Residential.”

e. Page 16, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Units 2, 3, and 4A: Delete “Self Service Storage (Limited to a maximum total of two (2) across the entire PUD site”.

f. Page 16, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Units 2, 3, 4A: Add the following bullet point:

- Hospitals
  - Minimum 100 inpatient beds required to achieve the additional 500 units referenced in the Development Standards Table 6: Miscellaneous.

g. Page 20, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Unit 5 And 6: Add the following:

- Single-Family Residential is allowed In Development Unit 5.

h. Page 20, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Units 8: Delete “All Types of Office.”

i. Page 20, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Unit 8: Add the following:

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- Single-Family Residential.

j. Page 20, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Units 8: Add the following:

Professional, medical, dental and administrative office use including clerical or sales representative offices. No commodity or tangible personal property, either by way of inventory or sample, shall be stored, kept, or exhibited in any said office or on the premises wherein the said office is located except materials associated with professional or medical practice. Such office use shall not include:

a. Branch offices for the following: banks, building and loan associations, brokage houses, savings and loan associations, finance companies, title insurance companies, title insurance companies and trust companies.

b. Veterinary offices.

k. Page 21, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Unit 9A: Add the following:

- Single-Family Residential.

l. Page 21, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Unit 9B: Modify the third bullet point to “Alcohol sales as an accessory use.”

m. Page 21, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Units 9A, 9B, and 10: Add a sub-bullet point under “Multifamily” as follows:

Only permitted if building permits for a resort have not been issued within five years of the dedication of Gila Foothills Parkway and no sooner than five years after the adoption of the PUD. This provision only applies to a 50-acre resort reservation area and not to the remaining approximately 7 acres. The 7 acres of multifamily development must be placed in area/s that would not interrupt the viability of having a relatively contiguous 50-acre area reserved for a resort.

n. Page 23, Section 3.2 Land Uses Per Development Unit, Prohibited Land Uses, All Development Units: Add “Self Service Storage” and “Pawn Shops”.

o. Page 25, Section 3.3 Roadway Circulation, 51st Avenue: Remove all reference to “half-street improvements” and modify to “full limits” of 51st Avenue.

p. Page 28, Section 3.3 Roadway Circulation, Exhibit 11 – Conceptual Trail Plan: Modify to show the MUT on the south and west sides of Gila

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Foothills Parkway.

q. Page 28, Section 3.3 Roadway Circulation, Exhibit 11 – Conceptual Trail Plan: Remove “or Planned” from the legend heading.

r. Page 32, Exhibit 14, Update to reflect the updated maximum height allowed.

s. Page 39, Section 4. Development Standards, Development Standards Table 1: Building Setbacks: Update the setbacks for Development Unit 10 along Gila Foothills Parkway to 25 Feet.

t. Page 39, Section 4. Development Standards, Development Standards Table 1: Building Setbacks: Add a row to the end of the table for the Property Line shared with South Mountain Park; and require a 50-foot setback for Development Units 9A, 9B, and 10.

u. Page 41, Section 4. Development Standards, Development Standards Table 3: Landscape Buffers, 47th Avenue: Switch the provisions for Development Units 9A and 9B.

v. Page 41, Section 4. Development Standards, Development Standards Table 3: Landscape Buffers: Add a row to the end of the table for the Property Line shared with South Mountain Park, and require a 50-foot buffer for Development Units 9A, 9B, and 10. Also add a footnote to see the South Mountain Perimeter Zone provisions on pages 64 and 95.

w. Page 41, Section 4. Development Standards, Table 4: Building Height, Update the maximum building height for Development Units 3, 4A, 4B, and 6 to allow a maximum of 40 feet.

x. Page 41, Section 4. Development Standards, Development Standards Table 4: Building Height: Modify Footnote (1) as follows:

Hospital uses may be up to 120 feet in height for up to 20% of the area of the development unit.

y. Page 41, Section 4. Development Standards, Development Standards Table 4: Building Height: Add Footnote (3) to apply to Development Units 2, 3, 4A, 4B that states the following:

Parking garages accessory to an automobile dealership may be up to 56 feet in height.

z. Page 41, Section 4. Development Standards, Development Standards Table 4: Building Height: Add Footnote (4) to apply to Development Units 9A and 9B that states the following:

Resort uses may be up to 48 feet in height, subject to Development Standards Table 5: building step back.

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aa. Page 41, Section 4. Development Standards, Development Standards Table 4: Building Height: Add a footnote to apply to Development Unit 1 that states the following:

A maximum of 50% of Development Unit 1 that allows 40 feet in height can be developed up to the maximum height of 40 feet. The remaining 50% shall be limited to a maximum of 30 feet in height.

bb. Page 42, Section 4. Development Standards, Development Standards Table 5: Building Step Back: Update the first column referencing the property line shared within Tierra Montana as follows:

Property line shared with (or measured from) Tierra Montana Neighborhood

cc. Page 42, Section 4. Development Standards, Development Standards Table 5: Building Step Backs, Gila Foothills Parkway and 51st Ave: Switch the provisions for Development Unit 6.

dd. Page 42, Section 4. Development Standards, Development Standards Table 5: Building Step Backs: Add the following to the end of Footnote (3):

An additional foot of height will be allowed for every two additional feet of setback.

ee. Page 42, Section 4. Development Standards, Development Standards Table 5: Building Step Back: Add Footnote (7) to Development Unit 2 that states the following within the “Property line shared with (or measured from) Tierra Montana Neighborhood” row in the table:

56-foot maximum building height within 900 feet of the Tierra Montana Neighborhood.

ff. Page 43, Section 4, Development Standards, Development Standards Table 6: Miscellaneous, Maximum Residential Density, Development Unit 8: Update the density to 14 du/ac; and 2.34 du/ac or a maximum of 40 lots (whichever is less) for the first 500 feet; and a footnote that states the following:

The first 500 feet is measured from both Estrella Drive and 47th Avenue to create an “L” shaped development area. See Development Unit 8 density exhibit and Table 7 for single-family development standards.

gg. Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous: Delete the row for Maximum Number of Units.

hh. Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous, Parking Standards, first bullet: Delete the first

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bullet regarding the sale of EV or hybrid automobiles.

ii. Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous, Parking Standards, fourth bullet: Remove “not to exceed 10 chargers.”

jj. Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous, Footnotes: Modify Footnote (1) as follows:

The entire overall PUD site may be developed with a maximum of 1,700 residential units. Hotel guest rooms do not count towards the maximum 1,700 dwelling units for the overall PUD site. Upon certificate of occupancy of a Level 1 Trauma Center hospital, as defined by the Arizona Department of Health Services, in Development Unit 2 an additional 500 dwelling units above the 1,700 cap are permitted with Development Units 2 and 5. Additional review and approval is required for any multifamily development in Development Units 2 and 5 that exceeds 40 feet in height, per Z-53-22-8 stipulation.

kk. Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous, Maximum Residential Density: Add Footnote (2) to Development Unit 2.

ll. Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous, Footnotes: Add a footnote that states the following and apply it to Development Units 9A, 9B and 10:

For any multifamily development not associated with a resort in Development Units 9A, 9B and 10, and within a 50-acre resort reservation area, conceptual site plans, elevations, and landscape plans shall be reviewed and approved by the Planning Hearing Officer through the public hearing process, including review by the Laveen Village Planning Committee prior to preliminary site plan approval. This is a legislative review for conceptual purposes only. Specific development standards and requirements will be determined by the Planning Hearing Officer and the Planning and Development Department.

mm. Page 43, Section 4. Development Standards: Add Development Standards Table 7: Development Standards for Single-Family Development. This table will address single-family residential development standards to include the following:

- Select R1-18 lot standards.
- Restricted to 1-story and 22 feet in height for the lots along Estrella Drive and 47th Avenue. All the interior lots are allowed to be 2-stories with up to 30 feet in height.
- Rectangular lots shall have an average lot width of 90 feet.
- Minimum 22-foot-long driveways.
- Minimum 15% open space.

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- Minimum roof overhang of 18 inches.

nn. Page 43-44, Section 4, Development Standards: Add Development Unit 8 Density Exhibit to visually demonstrate the “L” shaped area measured 500 feet from both Estrella Drive and 47th Avenue.

oo. Page 45, Section 4. Development Standards, Landscape Standards, Landscape Standards Table 1: Landscape Setbacks: Update title to Landscape Standards Table 1: Landscape Plant Types.

pp. Page 46, Section 4. Development Standards, Landscape Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Modify the title to “Landscape Standards Table 2: Enhanced Streetscape R.O.W. Planting and Public Shade Standards”.

qq. Page 46, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Revise sidewalk shading to show all sidewalk shading in the Hub Character Area to no less than 50%.

rr. Page 46, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting, Notes, fifth bullet (Shade Pockets): Add the following as a sub-bullet point:

All public sidewalks adjacent to Automobile Dealership, Automobile Retail Sales, and Automobile Rental: A minimum 25% shade is required along sidewalk areas located between shade pockets. Overall shade coverage shall equal a total of 50% inclusive of shade pockets and the intermittent areas between shade pockets. All other uses within the HUB character area shall require a minimum 75% shade of public sidewalks.

ss. Page 46, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Add a note as follows:

Upon redevelopment of a site formerly used for Automobile Dealership, Automobile Retail Sales, or Automobile Rental into Non-Automobile Dealership, Automobile Retail Sales, or Automobile Rental, right-of-way landscaping and shade requirements shall meet the 75% shade standard.

tt. Page 46-47, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Add a footnote to apply to all provisions for medians as follows:

All modified median landscaping deviating from City of Phoenix standard landscape requirements shall be privately maintained and identified on the approved master street plan and associated plats.

uu. Page 47, Section 4. Development Standards, Landscape Standards

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Table 2: Enhanced Streetscape R.O.W Planting: Add a footnote to apply to Development Units 3, 6, and 4A as follows:

51st Avenue, south of Estrella Drive, is located within Maricopa County jurisdiction. Any street improvements or landscaping on 51st Avenue are subject to the review and approval of Maricopa County.

vv. Page 50, Section 5. Signage, Off Premise Signage: Update the end of the second bullet point as follows:

…design to be presented for review and comment to the Laveen Village Planning Committee.

ww. Page 52, Section 6. Sustainability: Add a provision for recycling as the last bullet point.

xx. Page 52, Section 6, Sustainability:

(1) Update the last sentence in the first paragraph as follows:

Development parcels must incorporate all the following sustainability principles:

(2) Add bullet points 2, 6, 9, and 14 under the required sustainability principles.

(3) After the required sustainability items, add the following:

A minimum of three optional sustainability principles shall be selected from the options below, as approved by the Planning and Development Department.

(4) Add the remaining sustainability items (bullet points 1, 3, 4, 5, 7, 8, 10, 11, 12, 13, 15, 16) under the optional sustainability principles, and include upgraded HVAC units at 15 seer or higher.

(5) Update bullet point 14 as follows:

The development will provide safe, reliable, and efficient stormwater management systems that protect both human health and the natural environment.

yy. Page 57, Section 7. Complete Streets, Design for Safety: Remove the second and third paragraphs.

zz. Page 69, Part 2 - Design Guidelines, Foothills Character Area, 2.1 Site and Building Design, C. Architectural Style and Character: Add a bullet to include the following:

Building façades on all multifamily development, facing publicly

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dedicated right-of-way that exceeds 75 feet in length, shall contain a minimum of one architectural embellishment and detailing such as textural changes, pilasters, offsets, recesses, window fenestration, shadow boxes and overhead/canopies every 75 linear feet.

aaa. Page 86 Part 2 - Design Guidelines, Foothills Character Area, 2.3 Landscaping, B. Site Walls, Screens, and Fences: Update this section to require the following along Estrella Drive and 47th Avenue: 6-foot painted CMU perimeter walls and tubular mild steel or pipe fencing (allowed to tarnish/rust naturally), implemented in segments that conform to industry standard lengths.

bbb. Page 92, Part 2 - Design Guidelines, Foothills Character Area, 2.3 Landscaping, G. General Landscaping Requirements: Add the following:

Lower-level landscaping is preferred between any perimeter walls and a possible bridlepath along 47th Avenue.

ccc. Page 93, Part 2 - Design Guidelines, Foothills Character Area, 2.3 Landscaping, I. Site Lighting: Add the following paragraph:

If private streets are proposed in single-family residential subdivisions, minimal street lighting shall be considered.

ddd. Page 95, Foothills Character Area, 2.3 Landscaping, j. Perimeter Treatments, South Mountain Perimeter Treatment: Delete the last paragraph.

eee. Page 99, Part 2 - Design Guidelines, District Character Area, 3.1 Site and Building Design, C. Architectural Style and Character: Add a bullet to include the following:

Building façades on all multifamily development, facing publicly dedicated right-of-way that exceeds 75 feet in length, shall contain a minimum of one architectural embellishment and detailing such as textural changes, pilasters, offsets, recesses, window fenestration, shadow boxes and overhead/canopies every 75 linear feet.

fff. Page 103, The District Character Area, 3.1 Site and Building Design, 2. Circulation: Remove Section 2.b.

ggg. Page 123, Part 2 - Design Guidelines, Hub Character Area, 1. Site and Building Design, b. Architectural Style and Character: Add a bullet to include the following:

Building façades on all multifamily development, facing publicly dedicated right-of-way that exceeds 75 feet in length, shall contain a minimum of one architectural embellishment and detailing such as textural changes, pilasters, offsets, recesses, window fenestration, shadow boxes and overhead/canopies every 75 linear feet.

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hhh. Page 142, The Hub Character Area, 2. Circulation, C. Street Design and Landscape Character, Shade Pockets: Update Exhibit H9 to reflect the minimum 25% shade along sidewalk areas between shade pockets and overall shade coverage to total 50% and all uses within the HUB to a minimum 75% shade as required by Stipulation No. 1.ss.

iii. Page 143, The Hub Character Area, 2. Circulation, C. Street Design and Landscape Character, Shade Pockets, Conceptual Shade Pocket Detail A, B1, and B2: Update Detail A, B1, and B2 to reflect the required shading requirements per Stipulation No. 1.ss.

jjj. Update all exhibits to include the 55th Avenue connection from the existing northern stub to Estrella Avenue.

kkk. Submit legal descriptions for all development units as an appendix to the PUD narrative.

lll. Update any typographical or scrivener's errors throughout.

2. Any multifamily development in Development Units 2 and 5 that exceed 40 feet in height and any multifamily development not associated with a resort in Development Units 9A, 9B, and 10, and within a 50-acre resort reservation area, shall have conceptual site plans, elevations, and landscape plans reviewed and approved by the Planning Hearing Officer through the public hearing process, including review by Laveen Village Planning Committee prior to preliminary site plan approval. This is a legislative review for conceptual purposes only. Specific development standards and requirements will be determined by the Planning Hearing Officer and the Planning and Development Department.

3. A Master Height and Density Tracking Matrix shall be provided and updated on all site plan submittals to track the number of units within the PUD area and the building height within Development Unit 1. Upon resubmittal of a post-Council hearing draft of the PUD Narrative, a Master Height and Density Tracking Matrix formal shall be added as an appendix.

4. The applicant shall submit a Traffic Impact Analysis (TIA) to the City for this development and update the existing Tierra Montana Master Street Plans associated with the Segment Two development area. The TIA shall be submitted to ADOT and MCDOT for interagency review. No preliminary approval of plans shall be granted until the study is reviewed and approved by the City.

5. The developer shall update the existing Tierra Montana Master Street Plan for inclusion of Segment Two network. Phasing sheet to be updated to include roadway networks to be completed by Segment Two development within existing Segment One as per the required updated Traffic Impact Analysis. Roadways located within Segment two that are not under the jurisdiction of the City of Phoenix shall require review and approval with the corresponding jurisdiction.

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6. The developer shall design and install, at their expense, traffic signals and or roundabouts at locations approved by the TIA and updated Master Street Plan. The developer shall be responsible for the construction and/or escrow contribution, as approved by the TIA and Master Street Plans. Stipulation subject to change based on TIA comments for signal location evaluation and funding responsibility.

7. The developer shall dedicate and construct roadway, paving, curb, gutter, detached sidewalk, traffic signal infrastructure, and other necessary incidentals for all arterial and collector roadways as per the approved TIA and Master Street Plan.

8. The developer shall provide access control at locations in accordance with the City's Design Standards Manual and/or as approved per the Master Street Plan.

9. The full limits of 51st Avenue shall be dedicated and constructed north of Estrella Drive to Carver Road, per the cross-section approved in the master street plan.

10. The full limits of 51st Avenue shall be dedicated and constructed south of Estrella Drive, as approved by Maricopa County. Should 51st Avenue be annexed into the City of Phoenix, right-of-way dedications and improvements shall be required to meet City of Phoenix standards.

11. Right-of-way shall be dedicated and constructed for the west side of 47th Avenue, as required by the approved master street plans. Should a request be submitted to abandon 47th Avenue, it shall be considered through a formal hearing process prior to or concurrent with the TIA and approved master street plan.

12. A minimum 60-feet of right-of-way shall be dedicated and constructed for the full limits of 55th Avenue. The developer shall work with the Street Transportation Department to incorporate traffic mitigation measures.

13. All modified median landscaping deviating from City of Phoenix standard landscape requirements shall be privately maintained and identified on the approved master street plan and associated plats.

14. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the east side of 51st Avenue, south of Estrella Drive. Construction of the multi-use trail shall be to City standards.

15. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the north side of Estrella Drive, west of 51st Avenue. Construction of the multi-use trail shall be to City standards.

16. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the south and west sides of Gila Foothills Parkway, as depicted on Exhibit 11 – Conceptual Trail Plan. Construction of the multi-use trail shall be to City

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standards.

17. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the north side of 55th Avenue, connecting to 51st Avenue. Construction of the multi-use trail shall be to City standards.

18. The developer shall convey land, if necessary, located at the end of Gila Foothills Parkway as a trailhead to South Mountain Preserve, as modified and approved by the Parks and Recreation Department and Planning and Development Department. The final acreage and configuration of the property to be conveyed, along with timing of the conveyance, shall be mutually agreed upon by the developer, the Parks and Recreation Department, and Planning and Development Department.

19. The developer shall investigate entering into a development agreement with the City regarding public infrastructure.

20. The developer shall underground existing electrical utilities within the public right-of-way that are impacted or require relocation, excluding 69kv or larger, as part of this project. The developer shall coordinate with the affected utility companies for their review and permitting.

21. Existing irrigation facilities along all public streets are to be undergrounded and relocated outside of City right-of-way, unless otherwise approved by the Street Transportation Department. Contact SRP to identify existing land rights and establish the appropriate process to relocate the facility.

22. All major public infrastructure shall be constructed as part of the first phase of construction, subject to a development agreement with the City of Phoenix and an updated streets master plan, including the following: 51st Avenue from the Loop 202 freeway on the south to Carver Road; Gila Foothills Parkway; Estrella Drive from the Loop 202 freeway on the west to 47th Avenue; 47th Avenue adjacent to the site (unless abandoned); and 55th Avenue as required by the City of Phoenix. This will also include any required water, sewer, and stormwater infrastructure.

23. The proposed “county lane” shall be shifted so as not to directly align with the front entry of any existing residential homes. The final location shall be determined at the time of master street plan, as approved by the Planning and Development Department and the Street Transportation Department.

24. 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.

25. If determined necessary by the Phoenix Archaeology 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 Archaeologist prior to clearing and grubbing, landscape salvage, and/or grading approval.

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26. If Phase I data testing is required, and if, upon review of the results from the Phase I data testing, the City Archaeologist, in consultation with a qualified archaeologist, determines such data recovery excavations are necessary, the applicant shall conduct Phase II archaeological data recovery excavations.

27. 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.

28. Prior to final 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.

29. The property owner, or designee, shall provide annual land development updates on the status of development within the PUD to the Laveen Village Planning Committee until all land in the Hub Character Area and Development Units 9A and 9B have preliminary site plan approval.

30. Prior to preliminary site plan approval for any development within the PUD, the developer shall notify the following individuals:

    Phil Hertel
    2845 W. Broadway Road
    Phoenix, AZ 85041

    Jon Kimoto
    3216 W. Ansell Road
    Laveen, AZ 85339

    John Bzdel
    12120 S. 39th Avenue
    Laveen, AZ 85339

    Maria Reagin
    4131 W. Calle Poco
    Laveen, AZ 85339

    Linda Abegg
    5407 W. Winston Drive
    Laveen, AZ 85339

    Stephanie Hurd
    10207 S. 47th Avenue
    Laveen, AZ 85339

    Francisco Barraza
    4152 W. Allen Street
    Laveen, AZ 85339

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Joanne Jensen
8303 S. 17th Drive
Phoenix, AZ 85041

Patrick Nasser-Taylor
11024 S. 56th Lane
Laveen, AZ 85339

Carlos Ortega
7006 S. 40th Lane
Phoenix, AZ 85041

Rebecca Perrera
7914 S. 73rd Lane
Laveen, AZ 85339

Jennifer Rouse
4821 W. Ellis Street
Laveen, AZ 85339

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 1st day of May, 2024.

_____
MAYOR

ATTEST:

_____
Denise Archibald, City Clerk

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By:
_____

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_____

REVIEWED BY:

_____
Jeffrey Barton, City Manager

Exhibits:
A – Legal Description (3 Pages)
B – Ordinance Location Map (1 Page)

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EXHIBIT A

LEGAL DESCRIPTION FOR Z-53-22-8

A PORTION OF SECTIONS 17, 20, AND 21, TOWNSHIP 1 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 21;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21, SOUTH 89°49'09" EAST, A DISTANCE OF 2640.71 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 21;

THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 21, SOUTH 00°02'24" WEST, A DISTANCE OF 2396.38 FEET;

THENCE LEAVING SAID EAST LINE, SOUTH 89°51'02" WEST, A DISTANCE OF 660.39 FEET;

THENCE SOUTH 00°02'42" WEST, A DISTANCE OF 248.30 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 21;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 21, SOUTH 89°48'59" WEST, A DISTANCE OF 311.23 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL NO. 4 RECORDED IN DOC. 89-0500549, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT ALSO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DEEDED TO THE CITY OF PHOENIX IN DOC. 98-0405987, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG THE EAST LINE OF SAID PARCEL RECORDED IN DOC. 89-0500549, SOUTH 20°23'34" WEST, A DISTANCE OF 277.00 FEET;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 59°03'34" WEST, A DISTANCE OF 88.00 FEET;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 37°21'34" WEST, A DISTANCE OF 269.00 FEET;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 17°40'34" WEST, A DISTANCE OF 396.00 FEET;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 05°10'34" WEST, A DISTANCE OF 46.73 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE SOUTH MOUNTAIN FREEWAY AS SHOWN ON THE RIGHT OF WAY PLANS FOR PROJECT NO. 202L MA 000 H5439 01R;

THENCE ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING COURSES;

NORTH 33°56'57" WEST, A DISTANCE OF 321.59 FEET;

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NORTH 41°40'59" WEST, A DISTANCE OF 605.56 FEET;

NORTH 38°11'16" WEST, A DISTANCE OF 893.66 FEET;

NORTH 00°03'35" EAST, A DISTANCE OF 76.81 FEET;

NORTH 45°23'53" WEST, A DISTANCE OF 1120.82 FEET;

NORTH 40°31'59" WEST, A DISTANCE OF 199.24 FEET;

NORTH 34°17'56" WEST, A DISTANCE OF 1303.03 FEET;

NORTH 89°33'45" EAST, A DISTANCE OF 270.70 FEET;

NORTH 00°50'40" EAST, A DISTANCE OF 73.01 FEET TO THE NORTH LINE OF SAID SECTION 20;

THENCE ALONG SAID NORTH LINE, NORTH 89°33'41" EAST, A DISTANCE OF 347.81 FEET;

THENCE LEAVING SAID NORTH LINE, ALONG SAID RIGHT OF WAY LINE, NORTH 73°21'18" WEST, A DISTANCE OF 434.58 FEET;

THENCE NORTH 64°35'07" WEST, A DISTANCE OF 379.26 FEET;

THENCE NORTH 41°02'22" WEST, A DISTANCE OF 190.61 FEET;

THENCE NORTH 60°27'18" WEST, A DISTANCE OF 267.09 FEET;

THENCE NORTH 50°42'33" WEST, A DISTANCE OF 704.52 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17;

THENCE ALONG SAID WEST LINE, NORTH 00°17'50" EAST, A DISTANCE OF 1091.53 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 89°49'50" EAST, A DISTANCE OF 20.13 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY WHOSE RADIUS BEARS NORTH 72˚20’51” EAST, A DISTANCE OF 1030.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 6°29'13", AN ARC LENGTH OF 116.62 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS BEARS SOUTH 65°52'49" WEST, A DISTANCE OF 30.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 70°02'09", AN ARC LENGTH OF 36.67 FEET;

THENCE SOUTH 26°54'46" EAST, A DISTANCE OF 64.12 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY WHOSE RADIUS BEARS SOUTH 11°55'46" EAST, A DISTANCE OF 30.00 FEET;

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THENCE EASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 71°13'47", AN ARC LENGTH OF 37.30 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS BEARS NORTH 59°16'29" EAST, A DISTANCE OF 1030.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04°30'50", AN ARC LENGTH OF 81.15 FEET;

THENCE SOUTH 35°14'21" EAST, A DISTANCE OF 427.01 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 970.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04°30'28", AN ARC LENGTH OF 76.32 FEET;

THENCE SOUTH 89°58'12" EAST, A DISTANCE OF 843.88 FEET;

THENCE NORTH 00°12'10" EAST, A DISTANCE OF 336.29 FEET;

THENCE SOUTH 89°58'07" EAST, A DISTANCE OF 1295.27 FEET;

THENCE SOUTH 00°06'34" WEST, A DISTANCE OF 336.26 FEET;

THENCE SOUTH 89°58'12" EAST, A DISTANCE OF 40.00 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17;

THENCE ALONG SAID EAST LINE, SOUTH 00°06'34" WEST, A DISTANCE OF 1397.13 FEET TO THE POINT OF BEGINNING.

EXCEPT THE EAST 40 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF FARM UNIT “B”, ACCORDING TO THE FARM UNIT PLAT;

ALSO EXCEPTING THE NORTH 80 FEET OF THE EAST 90 FEET OF GLO LOT 3 OF SAID SECTION 20;

ALSO EXCEPTING THE WEST 15 FEET OF THE EAST 55 FEET OF GLO LOT 3 OF SAID SECTION 20.

ALSO EXCEPTING THEREFROM THE WEST 75.00 FEET OF SAID SECTION 21.

DRAFT

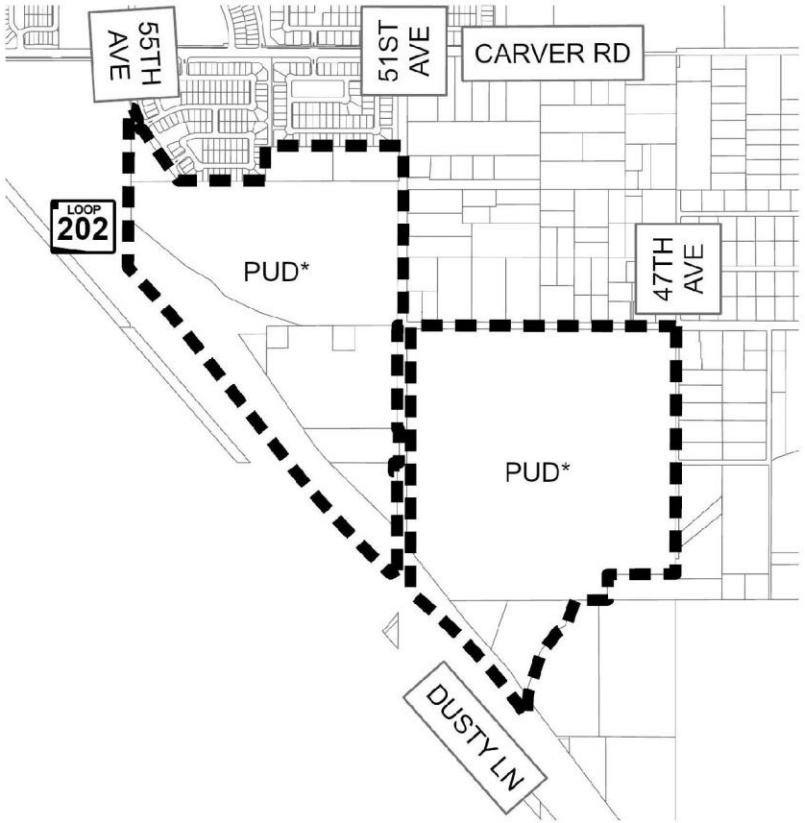
ORDINANCE LOCATION MAP

EXHIBIT B

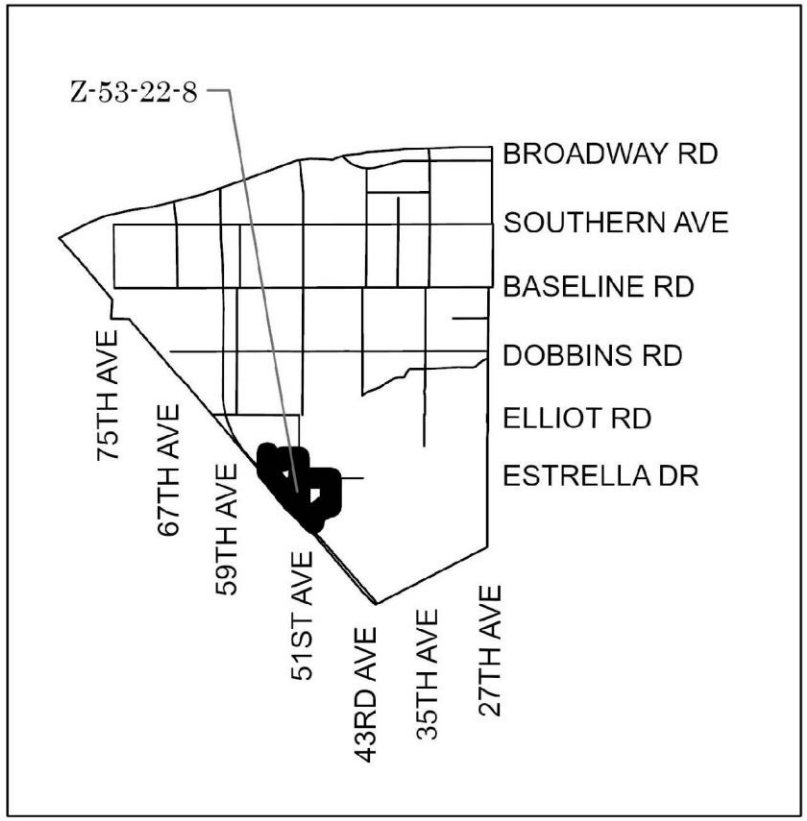
ZONING SUBJECT TO STIPULATIONS: *

SUBJECT AREA:

Zoning Case Number: Z-53-22-8
Zoning Overlay: N/A
Planning Village: Laveen



0 5001,000 2,000 Feet



NOT TO SCALE

N

Drawn Date: 3/29/2024

\\one\pdd\Shared\Department Share\Information Systems\PL GIS\S_Team\Core_Functions\Zoning\SuppMaps_OrdMaps\2024 Ord\5-1-24\5-1-24.aprx

Staff Report Z-53-22-8
(Gila Foothills PUD)
February 12, 2024

Laveen Village Planning Committee Meeting Date:	February 12, 2024
Planning Commission Hearing Date:	March 7, 2024
Request From:	S-1 (Ranch or Farm Residence) (2.17 acres), S-1 (Approved C-2 PCD) (Ranch or Farm Residence, Approved Intermediate Commercial, Planned Community District) (27.20 acres), S-1 (Approved R-2 PCD) (Ranch or Farm Residence, Approved Multifamily Residence District, Planned Community District) (40.77 acres), S-1 (Approved R-3 PCD) (Ranch or Farm Residence, Approved Multifamily Residence District, Planned Community District) (3.84 acres), S-1 (Approved R-3A PCD) (Ranch or Farm Residence, Approved Multifamily Residence District, Planned Community District) (5.04 acres), S-1 (Approved R1-10 PCD) (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District) (9.58 acres), S-1 (Approved R1-18 PCD) (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District) (76.33 acres), S-1 (Approved R1-8 PCD) (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District) (50.30 acres), and S-1 (Approved RH/R1-10 PCD) (Ranch or Farm Residence, Approved Resort District/Single-Family Residence District, Planned Community District) (73.40 acres)
Request To:	PUD (Planned Unit Development) (288.63 acres)
Proposed Use:	Planned Unit Development to allow single and multifamily residential, commercial uses, and some commerce park

Location:	Approximately 860 feet south of the southwest corner of 51st Avenue and Carver Road
Owner:	Lines Ruskin R JR, et al.
Applicant:	RVi Planning and Landscape Architecture
Representative:	Wendy Riddell, Berry Riddell, LLC
Staff Recommendation:	Approval, subject to stipulations

General Plan Conformity	
General Plan Land Use Map Designation	Current: Residential 1 to 2 dwelling units per acre (54.23 acres), Residential 2 to 3.5 dwelling units per acre (41.64 acres), Residential 3.5 to 5 dwelling units per acre (84.24 acres), Residential 5 to 10 dwelling units per acre (57.14 acres), Residential 15+ dwelling units per acre (4.09 acres), Public / Quasi-Public (17.51 acres), and Commercial (25.34 acres), Resort
	Pending (GPA-LV-3-22-8): Commercial / Commerce/Business Park (100.01 acres), Commercial / Commerce/Business Park / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre (65.14 acres), Commercial / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre (40.46 acres), Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre (78.58 acres), Resort

Street Map Classification	51st Avenue	Major Arterial, scenic drive	• South of Estrella Drive, 33 to 55 feet west half street and 33 feet east half street • North of Estrella Drive, 40 to 55 feet west half street
	Estrella Drive	Arterial (west of 47th Avenue), Local (east of 47th Avenue)	• 33-foot south half street (East of 51st Avenue) • 0 feet (west of 51st Avenue)
	47th Avenue	Local	• 0-foot west half street

STRENGTHEN OUR LOCAL ECONOMY CORE VALUE; ENTREPRENEURS AND EMERGING ENTERPRISES; LAND USE PRINCIPLE: Encourage land uses that promote the growth of entrepreneurs or new businesses in Phoenix in appropriate locations.

The proposed PUD will add employment opportunities and additional housing within the Laveen Village, in close proximity to the Loop 202.

CERTAINTY AND CHARACTER; DESIGN PRINCIPLE: Create a new development or redevelopment that is sensitive to the scale and character of the surrounding neighborhoods and incorporates adequate development standards to prevent negative impact(s) on the residential properties.

The proposed variety of land use designations are appropriately arranged to provide services and housing to the area while also serving as a buffer where adjacent to the existing residential/rural area. Furthermore, the rezoning case, Z-53-22-8, proposes development and design standards that are sensitive to the surrounding neighborhoods.

BUILD THE SUSTAINABLE DESERT CITY CORE VALUE; TREES AND SHADE; DESIGN PRINCIPLE: Integrate trees and shade into the design of new development and redevelopment projects throughout Phoenix.

The PUD Narrative incorporates enhanced landscaping and shade standards throughout the site that will help to provide shade for pedestrians and mitigate the urban heat island effect by covering hard surfaces thus cooling the micro-climate around the vicinity.

Applicable Plans, Overlays and Initiatives
Laveen Southwest Growth Study: Background Item No. 6.
Housing Plan Phoenix: Background Item No. 7.
Complete Streets Guiding Principles: Background Item No. 8.
Transportation Electrification Action Plan: Background Item No. 9.
Comprehensive Bicycle Master Plan: Background 10.
Tree and Shade Master Plan: Background Item No. 11.
Monarch Butterfly: Background Item No. 12.
Zero Waste PHX: Background Item No. 13.

Surrounding Land Uses/Zoning		
	Land Use	**Zoning**
On Site	Vacant land, agriculture, and rural residential	S-1, S-1 (Approved C-2 PCD), S-1 (Approved R-2 PCD), S-1 (Approved R-3 PCD), S-1 (Approved R-3A PCD), S-1 (Approved R1-10 PCD), S-1 (Approved R1-18 PCD), S-1 (Approved R1-8 PCD), and S-1 (Approved RH/R1-10 PCD)
North (across Estrella Drive)	Single-family residential	Maricopa County (RU-43)
North	Single-family residential	S-1 (Approved R1-10 PCD) and S-1 (Approved R1-8 PCD)
East (across 51st Avenue)	Single-family residential	Maricopa County (RU-43)
East (across 47th Avenue)	Single-family	RE-35

	residential	
West	Vacant land, and Loop 202 Freeway	S-1 (Approved R1-8 PCD)
West (across the Loop 202)	Vacant land	Gila River Indian Reservation
Southeast	South Mountain Park and Preserve	S-1

Background/Issues/Analysis

SUBJECT SITE

1. This request is to rezone 288.63 acres located approximately 860 feet south of the southwest corner of 51st Avenue and Carver Road from S-1 (Ranch or Farm Residence) (2.17 acres), S-1 (Approved C-2 PCD) (Ranch or Farm Residence, Approved Intermediate Commercial, Planned Community District) (27.20 acres), S-1 (Approved R-2 PCD) (Ranch or Farm Residence, Approved Multifamily Residence District, Planned Community District) (40.77 acres), S-1 (Approved R-3 PCD) (Ranch or Farm Residence, Approved Multifamily Residence District, Planned Community District) (3.84 acres), S-1 (Approved R-3A PCD) (Ranch or Farm Residence, Approved Multifamily Residence District, Planned Community District) (5.04 acres), S-1 (Approved R1-10 PCD) (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District) (9.58 acres), S-1 (Approved R1-18 PCD) (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District) (76.33 acres), S-1 (Approved R1-8 PCD) (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District) (50.30 acres), and S-1 (Approved RH/R1-10 PCD) (Ranch or Farm Residence, Approved Resort District/Single-Family Residence District, Planned Community District) (73.40 acres) to PUD (Planned Unit Development) to allow single and multifamily residential, commercial uses, and some commerce park. The proposed PUD will support new commercial, residential, and resort uses, within close proximity to the Loop 202 Freeway and along an arterial street (51st Avenue).

SURROUNDING LAND USES AND ZONING

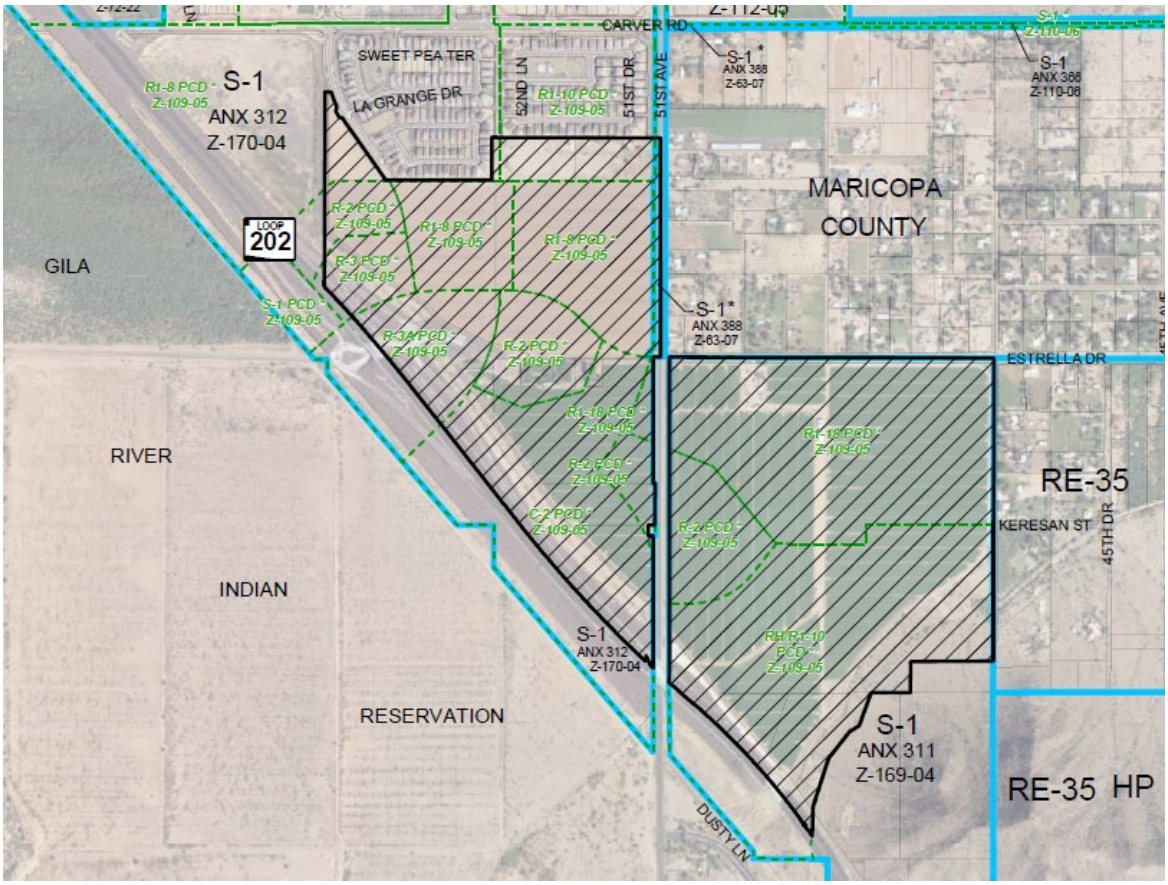
2. The site currently consists of vacant land, agricultural land, and rural residential. The property to the north is a single-family residential subdivision zoned S-1 (Approved R1-10 PCD) (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District) and S-1 (Approved R1-8 PCD) (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District).

   The properties to the north, across Estrella Road, and east across 51st Avenue are large-lot single-family houses located within Maricopa County zoned RU-43 (One Acre Per Dwelling Unit).

   To the east, across the 47th Avenue alignment, are large-lot single-family houses zoned RE-35 (Single-Family Residence District).

The property to the west is vacant land, zoned S-1 (Approved R1-8 PCD) (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District) and the Loop 202 Freeway. Across the Loop 202 Freeway, is vacant land within the Gila River Indian Reservation.

Finally, southeast of the subject site is the South Mountain Park and Preserve zoned S-1 (Ranch or Farm Residence).



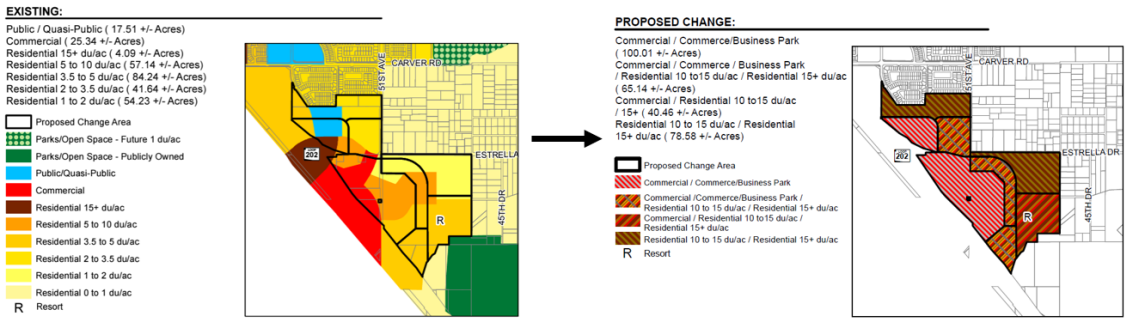
Existing Zoning Aerial Map
Source: Planning and Development Department

GENERAL PLAN LAND USE MAP DESIGNATION

3. The north portion of the subject site, north of the Estrella Drive alignment is designated Residential 2 to 3.5 dwelling units per acre, Residential 3.5 to 5 dwelling units per acre, Residential 5 to 10 dwelling units per acre, Residential 15+ dwelling units per acre, Public / Quasi-Public, and Commercial. The west portion of the subject site, across 51st Avenue and south of Estrella Drive, is designated Residential 1 to 2 dwelling units per acre, Residential 5 to 10 dwelling units per acre, Residential 15+ dwelling units per acre, and Commercial. Finally, the southeastern portion of the site, south of Estrella Drive and east of 51st Avenue is designated Residential 1 to 2 dwelling units per acre, Residential 3.5 to 5 dwelling units per acre, Residential 5 to 10 dwelling units per acre. The south portion, designated Residential 3.5 to 5 dwelling units per acre includes an "R" which depicts a general location of resort/s.

North of the subject site, west of 51st Avenue is designated Residential 2 to 3.5 dwelling units per acre. East of 51st Avenue, north of the subject site is designated Residential 0 to 1 dwelling units per acre. South of the subject site is designated Parks / Open Space-Public and Residential 0 to 1 dwelling units per acre. To the east, the designation is Residential 0 to 1 dwelling units per acre. Finally, west of the subject site is designated Residential 3.5 to 5 dwelling units per acre, Residential 15+ dwelling units per acre, and Commercial.

A concurrent minor General Plan Land Use Map amendment case, GPA-LV-3-22-8, is proposed to change the land use map designations to Commercial / Commerce/Business Park, Commercial / Commerce/Business Park / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, Commercial / Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre, and Residential 10 to 15 dwelling units per acre / Residential 15+ dwelling units per acre. The requested PUD zoning is consistent with the proposed General Plan Land Use Map designations.



General Plan Land Use Map
Source: City of Phoenix Planning and Development Department

PROPOSAL

4. The proposal was developed utilizing the PUD zoning district. 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 Zoning Ordinance provisions will be applied.

5. Below is a summary of the proposed standards for the subject site as described in the attached PUD Development Narrative date stamped January 16, 2024. The proposed standards were designed to allow commercial, resort, multifamily residential, and automotive sale uses that offer the flexibility to develop uses that would generate employment and housing within the Laveen Village.

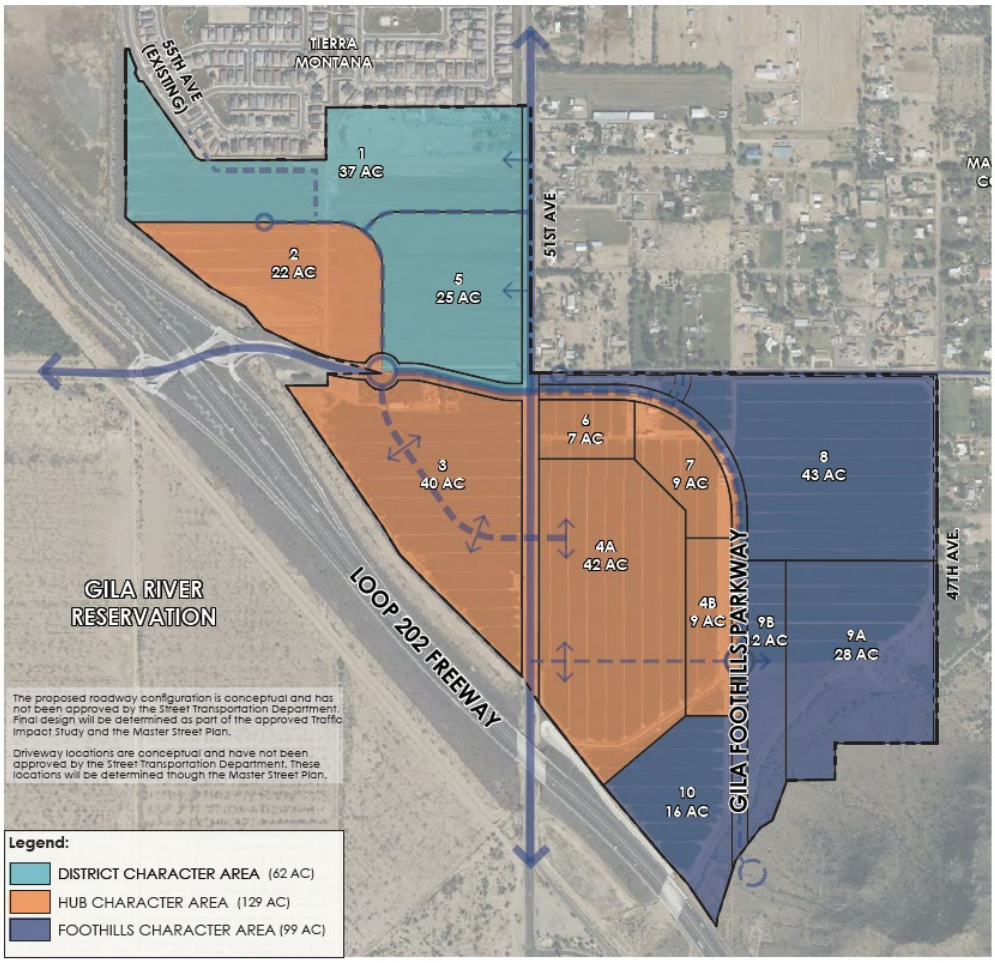
Conceptual Development Plan and Permitted Uses

The PUD proposes a regulatory framework structured around the creation of splitting the subject site into 12 development units in three distinct character

areas. Development Units 1 and 5, located on the northwest portion of the site, adjacent to 51st Avenue, are within the District Character Area. Development Unit 1 allows for multifamily residential, and office uses. Development Unit 5 allows for multifamily residential, and C-2 commercial uses including office, and automotive service station and gas stations. The character area has a 50-foot landscape buffer and a height stepback located along the north and east boundary of the area to further buffer any uses from the single-family residential uses to the north and east. The District Character Area proposes diverse building styles that incorporate modern rural architecture including gable rooflines, masonry, stone, exposed columns, and deep overhangs. The character area will act as a buffer from the existing residential uses and the proposed uses in the Hub Character Area and the Loop 202 Freeway.

The majority of the site, Development Units 2, 3, 4A, 4B, 6 and 7 are within the Hub Character Area. This character area is located primarily along the Loop 202 Freeway and a portion of it is located north of Estrella Drive and east of 51st Avenue. Development Units 2, 3, and 4A allow C-2 commercial uses, automobile dealership, offices uses, motor vehicle services, trailer and camper sales, off-premise signage, and other uses related to automobile dealerships. Development Unit 6 and 7 will allow for C-2 commercial uses, office, automobile service stations and multifamily residential uses. Development Unit 4B will allow for C-2 commercial uses, multifamily residential, offices, select commerce park uses and an automobile dealership and related uses. The Hub Character Area is intended specifically for an EV-focused auto campus and/or medical campus with additional commercial uses. Character design guidelines include larger landscape setbacks and screening to mitigate the impact to surrounding residents. Architectural features in this area include patina-finish copper, metal roofing, wooden frames, and accent material that limits glare to adjacent uses. This character area focuses on employment opportunities adjacent to the Loop 202 Freeway.

Finally, the Foothills Character Area is made up of Developments Units 8, 9A, 9B, and 10 and is located primarily east of Gila Foothills Parkway and adjacent to South Mountain Park and Preserve. Development Unit 9A, 9B, and 10, are directly adjacent to South Mountain Park and will allow multifamily residential, limited commercial uses including offices, restaurants, bars, and resort uses. Development Unit 8 will allow for multifamily residential uses and offices and will have an open space area located between Estrella Drive and Gila Foothills Parkway. The proposed multifamily residential uses will act as a buffer between the existing large lot single-family houses east of 47th Avenue and the commercial uses permitted west of Gila Foothills Parkway.



Development Units
Source: Gila Foothills PUD Narrative

Recommended updates to the PUD Narrative:

- Staff recommends Stipulation No. 1.b. to clarify how temporary uses will be addressed in the proposed PUD.
- Stipulation No. 1.c. will require an appendix to address the maximum square footage allowed for land uses referenced in the Street Master Plan. Any modifications to this appendix will require a minor amendment to the PUD.
- Stipulation No. 1.d will include a minimum number of inpatient beds for hospitals.
- Stipulation No. 1.e establishes a time condition within Development Units 9A, 9B, and 10 before multifamily units can be developed.
- Stipulation No. 1.f clarifies alcohol sales as an accessory use.

Development Standards

The PUD development narrative proposes a unique set of development standards for Development Units 1 through 10. However, unless modified by the PUD Narrative, the development shall meet C-2 development standards. A summary of the standards is provided below (*indicates provisions that include staff recommended updates that are further explained in the staff report):

Development Standard	Unit 1	Unit 2	Unit 3
Maximum Density/Units	40 dwelling units per acre	Residential uses are prohibited*	Residential uses are prohibited
Minimum Building Setbacks			
North	50 feet	5 feet (adjacent to property line), 15 feet (adjacent to interior street)	25 feet (Estrella Drive)
South	5 feet (adjacent to property line), 15 feet (adjacent to interior street)	25 feet (Estrella Drive)	15 feet (Loop 202 Freeway)
East	50 feet (51st Avenue), 25 feet (55th Avenue)	5 feet (adjacent to property line), 15 feet (adjacent to interior street)	25 feet (51st Avenue)
West	5 feet (adjacent to property line), 15 feet (adjacent to interior street)	15 feet (Loop 202 Freeway)	15 feet (Loop 202 Freeway)
Not adjacent to a street	5 feet	5 feet	5 feet
Adjacent to an interior street	15 feet	15 feet	15 feet
Minimum Landscape Setbacks			
North	Average 15 feet, minimum 5 feet	0 feet, 10 feet adjacent to residential (adjacent to property line); Average 15 feet, minimum 0 feet (adjacent to interior street)	Average 15 feet, minimum 0 feet (Estrella Drive)
South	0 feet (adjacent to property line); Average 15 feet, minimum 5 feet (adjacent to interior street)	Average 15 feet, minimum 0 feet (Estrella Drive)	Average 10 feet, minimum 0 feet (Loop 202 Freeway)

Development Standard	Unit 1 (Continued)	Unit 2 (Continued)	Unit 3 (Continued)
East	Average 15 feet, minimum 5 feet (51st Avenue); Average 15 feet, minimum 5 feet (55th Avenue)	0 feet, 10 feet adjacent to residential (adjacent to property line), Average 15 feet, minimum 0 feet (adjacent to interior street)	Average 15 feet, minimum 0 feet (51st Avenue)
West	0 feet (adjacent to property line), C-2 standards (adjacent to street)	Average 10 feet, minimum 0 feet (Loop 202 Freeway)	Average 10 feet, minimum 0 feet (Loop 202 Freeway)
Not adjacent to a street	0 feet	0 feet; 10 feet adjacent to residential	0 feet
Adjacent to an interior street	Average 15 feet, minimum 5 feet	Average 15 feet, minimum 0 feet	Average 15 feet, minimum 0 feet
Landscape Buffer	50 feet (North and 51st Avenue)	N/A	N/A
Maximum Building Height	40 feet; North: 20-foot maximum within 100 feet of the property line, 30-foot maximum within 150 feet of the property line; East (51st Avenue): 30-foot maximum within 100 feet of the property line	56 feet, up to 150 feet for a hospital	56 feet
Maximum Lot Coverage	50% (per C-2 standards)	50% (per C-2 standards)	50% (per C-2 standards)

Development Standard	Unit 1 (Continued)	Unit 2 (Continued)	Unit 3 (Continued)
Minimum Open Space	Residential uses greater or equal to 14.0 dwelling units per acre: 5% of the net area. Residential uses less than 14.0 dwelling units per acre: 15% of the net area.	N/A	N/A

Development Standard	Unit 4A	Unit 4B	Unit 5
Maximum Density/Units	Residential uses are prohibited	40 dwelling units per acre	40 to 60 dwelling units per acre
Minimum Building Setbacks			
North	5 feet (adjacent to property line), 15 feet (adjacent to interior street)	5 feet (adjacent to property line), 15 feet (adjacent to interior street)	5 feet (adjacent to property line), 15 feet (adjacent to interior street)
South	5 feet (adjacent to property line), 15 feet (adjacent to interior street)	5 feet (adjacent to property line), 15 feet (adjacent to interior street)	25 feet (Estrella Drive)
East	5 feet (adjacent to property line), 15 feet (adjacent to interior street)	25 feet (Gila Foothills Parkway)	50 feet (51st Avenue)
West	25 feet (51st Avenue) 15 feet (Loop 202 Freeway)	5 feet (adjacent to property line), 15 feet (adjacent to interior street)	5 feet (adjacent to property line), 15 feet (adjacent to interior street)
Not adjacent to a street	5 feet	5 feet	5 feet
Adjacent to an interior street	15 feet	15 feet	15 feet

Development Standard	Unit 4A (Continued)	Unit 4B (Continued)	Unit 5 (Continued)
Minimum Landscape Setbacks			
North	0 feet, 10 feet adjacent to residential (adjacent to property line); Average 15 feet, minimum 0 feet (adjacent to interior street)	0 feet, 10 feet adjacent to residential (adjacent to property line); Average 15 feet, minimum 0 feet (adjacent to interior street)	0 feet, 10 feet adjacent to residential (adjacent to property line); Average 15 feet, minimum 5 feet (adjacent to interior street)
South	Average 10 feet, minimum 0 feet (Loop 202 Freeway)	0 feet, 10 feet adjacent to residential (adjacent to property line); Average 15 feet, minimum 0 feet (adjacent to interior street)	Average 15 feet, minimum 5 feet (Estrella Drive)
East	0 feet, 10 feet adjacent to residential (adjacent to property line); Average 15 feet, minimum 0 feet (adjacent to interior street)	Average 15 feet, minimum 0 feet (Gila Foothills Parkway)	Average 15 feet, minimum 5 feet (51st Avenue)
West	Average 15 feet, minimum 0 feet (51st Avenue)	0 feet, 10 feet adjacent to residential (adjacent to property line); Average 15 feet, minimum 0 feet (adjacent to interior street)	0 feet, 10 feet adjacent to residential (adjacent to property line); Average 15 feet, minimum 5 feet (adjacent to interior street)
Not adjacent to a street	0 feet; 10 feet adjacent to residential	0 feet; 10 feet adjacent to residential	0 feet; 10 feet adjacent to residential

Development Standard	Unit 4A (Continued)	Unit 4B (Continued)	Unit 5 (Continued)
Adjacent to an interior street	Average 15 feet, minimum 0 feet	Average 15 feet, minimum 0 feet	Average 15 feet, minimum 5 feet
Landscape Buffer	N/A	N/A	50 feet (51st Avenue)
Maximum Building Height	56 feet	56 feet	56 feet; East (51st Avenue): 30-foot maximum within 100 feet of the property line, 48-feet within 150 feet of the property line
Maximum Lot Coverage	50% (per C-2 standards)	50% (per C-2 standards)	50% (per C-2 standards)
Minimum Open Space	N/A	Residential uses greater or equal to 14.0 dwelling units per acre: 5% of the net area. Residential uses less than 14.0 dwelling units per acre: 15% of the net area.	Residential uses greater or equal to 14.0 dwelling units per acre: 5% of the net area. Residential uses less than 14.0 dwelling units per acre: 15% of the net area.

Development Standard	Unit 6	Unit 7	Unit 8
Maximum Density/Units	40 dwelling units per acre	40 dwelling units per acre	25 dwelling units per acre
Minimum Building Setbacks			
North	15 feet (Gila Foothills Parkway)	15 feet (Gila Foothills Parkway)	50 feet (Estrella Drive)
South	5 feet (adjacent to property line), 15 feet (adjacent to interior street)	5 feet (adjacent to property line), 15 feet (adjacent to interior street)	5 feet (adjacent to property line), 15 feet (adjacent to interior street)

Development Standard	Unit 6 (Continued)	Unit 7 (Continued)	Unit 8 (Continued)
East	5 feet (adjacent to property line), 15 feet (adjacent to interior street)	15 feet (Gila Foothills Parkway)	50 feet (47th Avenue)
West	25 feet (51st Avenue)	5 feet (adjacent to property line), 15 feet (adjacent to interior street)	15 feet (Gila Foothills Parkway)
Not adjacent to a street	5 feet	5 feet	5 feet
Adjacent to an interior street	15 feet	15 feet	15 feet
Minimum Landscape Setbacks			
North	Average 15 feet, minimum 0 feet (Gila Foothills Parkway)	Average 15 feet, minimum 0 feet (Gila Foothills Parkway)	Average 15 feet, minimum 5 feet
South	0 feet, 10 feet adjacent to residential (adjacent to property line); Average 15 feet, minimum 0 feet (adjacent to interior street)	0 feet, 10 feet adjacent to residential (adjacent to property line); Average 15 feet, minimum 0 feet (adjacent to interior street)	0 feet, 10 feet adjacent to residential (adjacent to property line); Average 15 feet, minimum 5 feet (adjacent to interior street)
East	0 feet, 10 feet adjacent to residential (adjacent to property line); Average 15 feet, minimum 0 feet (adjacent to interior street)	Average 15 feet, minimum 0 feet (Gila Foothills Parkway)	Average 15 feet, minimum 5 feet (47th Avenue)

Development Standard	Unit 6 (Continued)	Unit 7 (Continued)	Unit 8 (Continued)
West	Average 15 feet, minimum 0 feet (51st Avenue)	0 feet, 10 feet adjacent to residential (adjacent to property line); Average 15 feet, minimum 0 feet (adjacent to interior street)	Average 15 feet, minimum 5 feet (Gila Foothills Parkway)
Not adjacent to a street	0 feet; 10 feet adjacent to residential	0 feet; 10 feet adjacent to residential	0 feet; 10 feet adjacent to residential
Adjacent to an interior street	Average 15 feet, minimum 0 feet	Average 15 feet, minimum 0 feet	Average 15 feet, minimum 5 feet
Landscape Buffer	N/A	N/A	50 feet (Estrella Drive and 47th Avenue)
Maximum Building Height	56 feet; 51st Avenue: 40-foot maximum within 50 feet of the property line*	40 feet	30 feet; North (Estrella Drive) and East (47th Avenue): 20-foot maximum within 150 feet of the property line
Maximum Lot Coverage	50% (per C-2 standards)	50% (per C-2 standards)	50% (per C-2 standards)
Minimum Open Space	Residential uses greater or equal to 14.0 dwelling units per acre: 5% of the net area. Residential uses less than 14.0 dwelling units per acre: 15% of the net area.	Residential uses greater or equal to 14.0 dwelling units per acre: 5% of the net area. Residential uses less than 14.0 dwelling units per acre: 15% of the net area.	Residential uses greater or equal to 14.0 dwelling units per acre: 5% of the net area. Residential uses less than 14.0 dwelling units per acre: 15% of the net area.

Development Standard	Unit 9A	Unit 9B	Unit 10
Maximum Density/Units	40 dwelling units per acre	40 dwelling units per acre	40 dwelling units per acre
Minimum Building Setbacks			
North	5 feet (adjacent to property line), 15 feet (adjacent to interior street)	5 feet (adjacent to property line), 15 feet (adjacent to interior street)	5 feet (adjacent to property line), 15 feet (adjacent to interior street)
South	Subject to the South Mountain Perimeter Zone standards in the Design Guidelines*	Subject to the South Mountain Perimeter Zone standards in the Design Guidelines*	Subject to the South Mountain Perimeter Zone standards in the Design Guidelines*
East	N/A*	5 feet (adjacent to property line), 15 feet (adjacent to interior street)	15 feet (Gila Foothills Parkway)
West	5 feet (adjacent to property line), 15 feet (adjacent to interior street)	15 feet (Gila Foothills Parkway)	15 feet (Loop 202 Freeway)
Not adjacent to a street	5 feet	5 feet	5 feet
Adjacent to an interior street	15 feet	15 feet	15 feet
Minimum Landscape Setbacks			
North	0 feet, 10 feet adjacent to residential (adjacent to property line); Average 15 feet, minimum 5 feet (adjacent to interior street)	0 feet, 10 feet adjacent to residential (adjacent to property line); Average 15 feet, minimum 5 feet (adjacent to interior street)	0 feet, 10 feet adjacent to residential (adjacent to property line); Average 15 feet, minimum 5 feet (adjacent to interior street

Development Standard	Unit 9A (Continued)	Unit 9B (Continued)	Unit 10 (Continued)
South	0 feet and subject to the South Mountain Perimeter Zone standards in the Design Guidelines	0 feet and subject to the South Mountain Perimeter Zone standards in the Design Guidelines	0 feet and subject to the South Mountain Perimeter Zone standards in the Design Guidelines
East	Average 15 feet, minimum 5 feet (47th Avenue)	0 feet, 10 feet adjacent to residential (adjacent to property line); Average 15 feet, minimum 5 feet (adjacent to interior street)	Average 15 feet, minimum 5 feet (Gila Foothills Parkway)
West	0 feet, 10 feet adjacent to residential (adjacent to property line); Average 15 feet, minimum 5 feet (adjacent to interior street)	Average 15 feet, minimum 5 feet (Gila Foothills Parkway)	Average 10 feet, minimum 5 feet (Loop 202 Freeway)
Not adjacent to a street	0 feet; 10 feet adjacent to residential	0 feet; 10 feet adjacent to residential	0 feet; 10 feet adjacent to residential
Adjacent to an interior street	Average 15 feet, minimum 5 feet	Average 15 feet, minimum 5 feet	Average 15 feet, minimum 5 feet
Landscape Buffer	N/A*	N/A*	N/A*
Maximum Building Height	40 feet; East (47th Avenue): 20-foot maximum within 150 feet of the property line; South: 30-foot maximum within 50 feet of property line	40 feet; South: 30-foot maximum within 50 feet of property line	56 feet; South: 30-foot maximum within 50 feet of property line

Development Standard	Unit 9A (Continued)	Unit 9B (Continued)	Unit 10 (Continued)
Maximum Lot Coverage	50% (per C-2 standards)	50% (per C-2 standards)	50% (per C-2 standards)
Minimum Open Space	Residential uses greater or equal to 14.0 dwelling units per acre: 5% of the net area. Residential uses less than 14.0 dwelling units per acre: 15% of the net area.	Residential uses greater or equal to 14.0 dwelling units per acre: 5% of the net area. Residential uses less than 14.0 dwelling units per acre: 15% of the net area.	Residential uses greater or equal to 14.0 dwelling units per acre: 5% of the net area. Residential uses less than 14.0 dwelling units per acre: 15% of the net area.

Several of the PUD standards exceed the Zoning Ordinance standards, such as height limits, building setbacks, and landscape buffers. The proposed PUD allows for a maximum number of 1,700 residential units. However, if a hospital is developed in Development Unit 2, then an additional 500 units will be all allowed, totaling 2,200.

Recommended Updates to the PUD Narrative:

- Staff recommends adding Stipulation No. 1.j to add a row at the end the building setbacks table to require a 25-foot setback for Development Unit 9A, 9B, and 10. This will add an additional buffer adjacent to South Mountain Park.
- Stipulation No. 1.k will adjust the 50-foot landscape buffer to apply to Development Unit 9A, rather than 9B since it is not adjacent to 47th Avenue.
- Stipulation No. 1.l will require an additional 25-foot landscape buffer for Development Unit 9A, 9B, and 10 where adjacent to South Mountain Park.
- Stipulation No. 1.m will adjust the building step back provision for Development Unit 6. The additional step back should apply to Gila Foothills Parkway to provide an additional height transition from the north, rather than along 51st Avenue.
- Stipulation No. 1.n updates a footnote to address building heights just north of South Mountain.
- Stipulation No. 1.o adds a footnote to Development Unit 2 to address residential density.
- Stipulation No. 1.p deletes a provision for maximum units since the density standards and footnotes already address the maximum number of units.
- Stipulation No. 1.q and 1.r. clarifies the footnote related to automobile dealerships and EV chargers.

- Stipulation Nos. 1.s and 1.t adds a footnote to require additional review and approval if multifamily is proposed in Development Unit 2 and 5 above the maximum 1,700 and for multifamily in Development Units 9A, 9B, and 10.

Landscape Standards

The PUD narrative proposes numerous landscaping enhancements that include landscaping buffers, shading along most public sidewalks, shade pockets, and enhanced planting standards that exceed the Zoning Ordinance. The PUD proposes substantial landscape buffers along 51st Avenue, Estrella Drive, and 47th Avenue. The landscaping will provide for a pedestrian-friendly environment with 75 percent shade on several public sidewalks and include a provision for shade pockets, exceeding the minimum requirements of the Zoning Ordinance. Furthermore, all landscape setbacks and buffers will have larger caliper trees including two-inch, three-inch, and four-inch.

The proposal includes landscaping buffers and landscaping setbacks. Landscaping buffers are located around the perimeter of the subject site when adjacent to existing large lot rural residential homes. Landscape setbacks required per each development unit can be located within the landscape buffer. The difference between the landscape buffer and the landscape setback is that the area in the landscape buffer (excluding landscape setback area) can be included towards open space calculations. Structural buildings and parking structures are not allowed within the landscape buffer or the landscape setback.

Staff recommends the following modifications to the PUD Narrative that include updating shading requirements, exhibits, and landscaping improvements in Maricopa County right-of-way.

Recommended updates to the PUD Narrative:

- Stipulation No. 1.u and 1.v will update the table titles to reflect planting types, and planting and shade standards when adjacent to a right-of-way.
- Stipulation No. 1.w requires that all sidewalks be shaded to less than 50 percent in the Hub Character Area.
- Stipulation No. 1.x and 1.y provides flexibility for shade where automobile dealerships are proposed and ensures enhanced shade where an automobile dealership is not proposed.
- Stipulation No. 1.z clarifies that all landscape in median islands must be maintained privately and identified on the master street plan and associated plats.
- Stipulation No. 1.aa clarifies that any street improvements located within Maricopa County are subject to review and approval of the County.

Parking Standards

The PUD proposes to comply with the Zoning Ordinance minimum parking standards per Section 702.

The PUD also requires bicycle parking to be provided per Section 1307.H of the City of Phoenix Walkable Urban Code. All nonresidential uses over 5,000 square feet floor area shall provide one bicycle space per 25 vehicle spaces with a maximum of 25 spaces. The PUD Narrative also includes a requirement for EV parking for each new auto dealership that would require Level 2 and Level 3 charging stations. Staff recommends Stipulation Nos. 1.q and 1.r to further clarify the EV standards within the PUD including the number of chargers and the type of automobile.

Design Guidelines

The Development Narrative includes design standards for each character area. Building facades facing public streets within the Foothills Character Area shall have a minimum of three elements that accomplish modern Sonoran architecture. Some of the elements include exposed wood, pitched roofs, rustic column, and deep overhangs. The District Character Area shall incorporate modern rural architecture with a minimum of three elements including brick, galvanized metal, horizontal or vertical siding, and deep eaves. Finally, the Hub Character Area proposes commercial and employment buildings that would serve the EV-focused auto campus by providing modern architecture. The Hub Character Area will include material such as metal panels, stucco, stainless steel ornament, and stone.

The design guidelines section also includes requirements for walls/fences, landscaping, and site design. All three character areas will contain a minimum of one public art project that will reflect the Laveen Village.

Recommended updates to the PUD Narrative:

- Stipulation No. 1.ee will remove a building height provision from the landscape design guidelines section.
- Stipulation No .1.ff removes a section on vehicular access restrictions to avoid conflicts with City standards and/or processes.
- Stipulation No. 1.gg and 1.hh will update exhibits to reflect the updated shade pocket shading standards.

Fences/Walls

The Hub Character Area will provide walls to screen any auto centric uses from residential development. Viewing fencing or solid walls will be limited to eight feet in height. The EV-focused auto campus will not be required to screen any vehicles on display for sale.

Fences and walls in the District Character Area are required to contribute to the surrounding Laveen character. Fences shall contain changes in material, colors, and textures. Furthermore, low walls or visibility walls can be provided to identify a transition from private to public spaces. The District Character Area will include a maximum wall height of six feet.

The PUD Narrative requires the use of thematic walls within the Foothills Caracter Area. This will require opaque material that include stone, brick, and

stucco mixed with viewing fencing such as split rail styling fencing. The maximum height allowed is six feet and ten feet adjacent to the Loop 202 Freeway. The fence requirements are comparable to the Zoning Ordinance standards with some minor enhancements.

Shade

The Development Narrative includes a range from 0 to 75 percent shade cover be provided over public sidewalks, depending on the area. The required shade standards along many of the public sidewalks exceed the Zoning Ordinance requirements.

Shade pockets are also proposed in specific areas where the sidewalk shade requirement is reduced. This is addressed in the Design Guidelines section.

Staff recommends updates to shade provisions in the PUD Narrative to increase shade along public streets and provide clarification. These updates are addressed in the Landscape Standards and Design Guidelines section of this report (Stipulation Nos. 1.w, 1.x, 1.y, 1.gg, and 1.hh).

Signage

This section of the PUD Narrative includes provisions for on-premise signage, gateway signage, and off-premise signage.

The PUD Narrative includes an allowance for off-premise signs in conformance with Section 705 and 705.2 of the Phoenix Zoning Ordinance. Section 705.2 permits for installation of off-premise signs along the State Route (Loop) 202 Ed Pastor Freeway between Interstate 10 and up to 2,000 feet from the boundary of the South Mountain Preserve.

The Zoning Ordinance only permits off-premise signs to be on property zoned A-1 Light Industrial, A-2 Industrial District, or PUD. The subject site meets the locational criterial and if approved, the PUD would be permitted to have off-premise signs per Section 705 and 705.2 of the Zoning Ordinance. Stipulation No. 1.bb would require signage design to be presented for review and comment to the Laveen Village Planning Committee as requested by the applicant.

Sustainability

The Development Narrative proposes several options to incorporate sustainability principals. Below is a highlight of some of the options:

- EV charging stations
- Smart irrigation controllers to reduce water waste
- Energy efficient lighting and building materials
- Solar panels
- Drought management commitments

Staff recommend adding a provision for recycling as an option in the

Sustainability Section. This is addressed in Stipulation No. 1.cc.

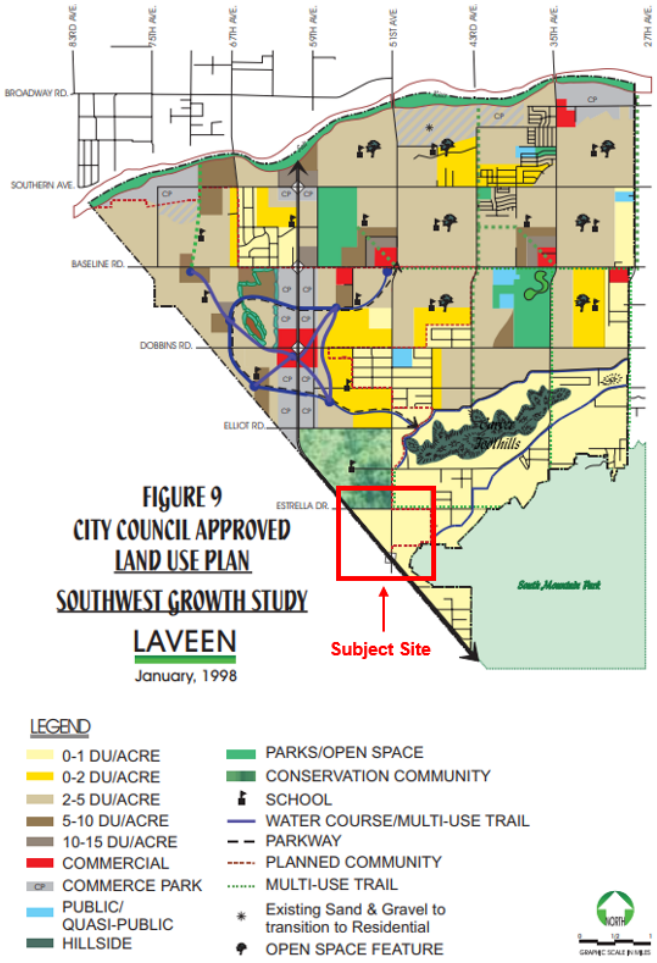
Other Recommended PUD Updates

- Stipulation No. 1.ii to update all exhibits within the PUD to include the 55th Avenue connection to Estrella Drive.
- Stipulation No. 1.jj to require legal descriptions for all development units to be added to the PUD Narrative.

AREA PLANS, OVERLAY DISTRICT, AND INITIATIVES

6. **Laveen Southwest Growth Study**

The site is located within the boundaries of the Laveen Southwest Growth Study, which was developed in 1997 to analyze the existing conditions of the Laveen Village and provide a land use and design planning framework to help shale the growth that Laveen was starting to experience, while accounting for newly annexed farmland as well as the future development of the South Mountain Freeway Loop, which has since been completed. This plan designates the project site as Residential 0 to 1 dwelling units per acre, Parks/Open Space, and Conservation Community. Although not consistent with the designation, recent land use trends in the area, including the development of the Loop 202 Freeway, point to a land use mix that is primarily employment, commercial and housing focused. This development would be consistent with this trend.



Laveen Southwest Growth Study Land Use Map
Source: Planning and Development Department

The Laveen Southwest Growth Study also outlines specific design policies and standards for various types of development that will enhance Laveen's built environment while remaining respectful of its agricultural heritage. The study encourages all new development to use durable, high quality building materials and to provide enhanced building design that will contribute to the character of the area. The proposed Development Narrative will require a variety of building materials on future buildings with a focus on maintaining the character of the area.

7. **Housing Phoenix Plan**

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 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 underutilized land in a more sustainable fashion.

8. **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, and connected transportation system to include all modes, such as bicycles, pedestrians, transit, and vehicles. The PUD proposed several provisions that are consistent with Complete Streets Guiding Principles including detached sidewalks along street frontages to promote a safe pedestrian atmosphere. Additionally, a Complete Streets sections is included in the narrative which includes an extensive bicycle network within the PUD, street design to allow for multi-modal mobility, design techniques to reduce direct sunlight exposure to pedestrians and cyclists and promoting consolidated driveways to minimize modal conflicts.

Staff recommends the following modifications to the PUD Narrative to clarify roadway circulation, trails, and improvements in right-of-way. These are addressed in Stipulation Nos. 1.g, 1.h, 1.i, 1.dd and 1.ff.

9. **Transportation Electrification Action Plan**

In June 2022, the Phoenix City Council approved the Transportation Electrification Action Plan. The current market desire for the electrification of transportation is both a national and global phenomenon, fueled by a desire for better air quality, a reduction in carbon emissions, and a reduction in vehicle operating and maintenance costs. Businesses, governments and the public are signaling strong future demand for electric vehicles (EVs), and many automobile manufacturers have declared plans for a transition to fully electric offerings within the coming decade. This Plan contains policy initiatives to prepare the City for a future filled with more EVs, charging infrastructure and e-mobility equity, and outlines a roadmap for a five-step plan to prepare for the EV infrastructure needs of 280,000 EVs in Phoenix by 2030. One goal of the Plan to accelerate public adoption of electric vehicles through workplace, business, and multifamily charging infrastructure recommends a standard stipulation for rezoning cases to provide EV charging infrastructure. The PUD proposes an auto campus with a focus on electric vehicles. The proposal will also require numerous Level 2 and Level 3 charging stations.

10. **Comprehensive Bicycle Master Plan**
The City of Phoenix adopted the Comprehensive Bicycle Master Plan in 2014 to guide the development of its bikeway system and supportive infrastructure. The Comprehensive Bicycle Master Plan supports options for both short- and long-term bicycle parking as a means of promoting bicyclist traffic to a variety of Destinations. The Development Narrative includes bicycle parking provisions in all development units.

11. **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. In addition, a vision in the master plan is to raise awareness by leading by example. The Development Narrative requires a range of shade on all adjacent public sidewalks, in addition to larger tree sizes. These standards both exceed and do not meet the minimum Zoning Ordinance requirements. However, overall there are many enhancements that will promote a comfortable pedestrian experience.

12. **Monarch Butterfly**
In April 2021, Mayor Kate Gallego signed the National Wildlife Federation's Mayor's Monarch Pledge. This pledge commits the city to take action to support the monarch butterfly population. In the United States, loss of milkweed habitat is a major factor in the decline of the monarchs. Arizona has at least 29 species of milkweed native to the state. Adult monarchs feed on the nectar of many flowers, but they breed only where milkweeds are found. To support the monarch butterfly population, the PUD narrative addresses the planting of milkweed shrubs, or other native nectar plant species, on the subject site.

13. **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 narrative does not address trash and recycling receptacles on site.

Staff recommends adding a provision for recycling as an option in the Sustainability section. This is addressed in Stipulation No. 1.cc.

COMMUNITY INPUT SUMMARY

14. As of the writing of this report, staff has received one letter of support and 31 letters of opposition to this rezoning application. The stated concerns include loss of scenic views, traffic congestion, light pollution, high-density housing, crime, increased property taxes, height, allowed commercial uses, and proposed off-premise signage. Staff has also received an opposition petition with 152

signatures.

INTERDEPARTMENTAL COMMENTS

15. The Street Transportation Department has requested stipulations to address the following:
    - A Traffic Impact Analysis shall be submitted and to update the existing Tierra Montana Master Street Plans (Stipulation No. 4).
    - Update to the existing Tierra Montana Master Street Plan (Stipulation No. 5).
    - The developers shall design and install traffic signals and roundabouts as approved by the TIA and Master Street Plan (Stipulation No. 6).
    - The developer shall construct and dedicate any street improvements as approved by the TIA and Master Street Plan (Stipulation No. 7).
    - Access control shall be provided at locations in accordance with City Design Standards and/or as approved per the Master Street Plan (Stipulation No. 8).
    - Right-of-way dedications and construction (Stipulation Nos. 9 through 12).
    - Any modifications to the median landscaping shall be privately maintained and identified on the Master Street Plan and associated plats (Stipulation No. 13).
    - Dedication of easements and construction of multi-use trails (Stipulation Nos. 14 through 17).
    - All existing electrical utilities located within the public right-of-way shall be ungrounded (Stipulation No. 20).
    - Existing irrigation facilities shall be undergrounded and relocated outside of the City right-of-way (Stipulation No. 21).
    - All streets shall be constructed with all required elements and to ADA requirements (Stipulation No. 22).
    - Updates to the PUD Narrative, as previously addressed in this staff report.

16. The Parks and Recreation Department has reviewed the proposed development and has recognized the value of a trailhead along the South Mountain Park and Preserve. However, they have indicated that unless operational funding is secured, the Department is unable to commit to the proposed improvements. Staff recommends Stipulation No. 18 which would require the dedication of land for a trailhead located at the end of Gila Foothills Parkway adjacent to the South Mountain. Additionally, Stipulation No. 19 is recommended to require that the developer enter into a development agreement regarding the trailhead.

OTHER

17. Stipulation No. 2 requires additional residential units granted with the construction of a hospital to be reviewed and approved through the PHO hearing process including review by the Laveen Village Planning Committee.

18. Stipulation No. 3 will require a Master Density Tracking Matric on all site plan submittals to track the number of units in the PUD area.

19. The site is located in a larger area identified as being archaeologically sensitive. If further review by the City of Phoenix Archaeology Office determines the site and immediate area to be archaeologically sensitive, and if no previous archaeological projects have been conducted within this project area, it is recommended that archaeological Phase I data testing of this area be conducted. Phase II archaeological data recovery excavations may be necessary based upon the results of the testing. A qualified archaeologist must make this determination in consultation with the City of Phoenix Archaeologist. 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 Stipulations No. 23 through 25.

20. Staff has not received a completed form for the Waiver of Claims for Diminution in Value of Property under Proposition 207 (A.R.S. 12-1131 et seq.), as required by the rezoning application process. Therefore, a stipulation has been added to require the form be completed and submitted prior to final site plan approval. This is addressed in Stipulation No. 26.

21. Development and use of the site is subject to all applicable codes and ordinances. Zoning approval does not negate other ordinance requirements such as obtaining a use permit to conduct the proposed outdoor use in this zoning district. Other formal actions such as, but not limited to, zoning adjustments and abandonments, may be required.

Findings

1. The proposal is compatible with the existing land use pattern, contains landscape and height buffers adjacent to existing single-family residential houses in the area and is consistent with the proposed General Plan Land Use Map designations.

2. The proposal contains enhanced standards that will result in a more walkable, shaded and pedestrian-friendly environment. The proposal will provide increased shade which will help to reduce the urban heat island effect.

3. The proposal will provide additional employment options, commercial services, and housing opportunities within the Loop 202 Freeway corridor and the Laveen village.

Stipulations

1. An updated Development Narrative for the Gila Foothills PUD reflecting the changes approved through this request shall be submitted to the Planning Department within 30 days of City Council approval of this request. The updated Development Narrative shall be consistent with Development Narrative date stamped February 1, 2024, as modified by the following stipulations.

    a. Front Cover, add “City Council adopted: [Insert Adoption date]”

b. Page 16, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses: Add a paragraph under the heading as follows:

All temporary uses shall comply with Section 708 of the Phoenix Zoning Ordinance.

c Page 16, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses: Add a paragraph under the heading as follows:
The permitted land uses depicted below are restricted to the maximum square footage of the land use assumptions established in Appendix A2. Land Use Assumptions for Street Master Plan. Each developer shall be required to provide an updated land use matrix illustrating maximum land use square footages in compliance with Appendix A2. Land Use Assumptions for Street Master Plan. Amendments to increase these established land use assumptions may be administered through a PUD Minor Amendment and shall require an updated Traffic Impact Analysis incorporating the increased assumptions.

d. Page 16, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Units 2, 3, 4A: Add the following bullet point:

- Hospitals
    - Minimum 100 inpatient beds required.

e. Page 21, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Units 9A, 9B, and 10: Add a sub-bullet point under "Multifamily" as follows:

Only permitted if building permits for a resort have not been issued within three years of the dedication of Gila Foothills Parkway and no sooner than five years after the adoption of the PUD.

f. Page 21, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Unit 9B: Modify the third bullet point to "Alcohol sales as an accessory use."

g. Page 25, Section 3.3 Roadway Circulation, 51st Avenue: Remove all reference to "half-street improvements" and modify to "full limits" of 51st Avenue.

h. Page 28, Section 3.3 Roadway Circulation, Exhibit 11 – Conceptual Trail Plan: Modify to show the MUT on the south and west sides of Gila Foothills Parkway.

i. Page 28, Section 3.3 Roadway Circulation, Exhibit 11 – Conceptual Trail Plan: Remove "or Planned" from the legend heading.

j. Page 39, Section 4. Development Standards, Development Standards Table 1: Building Setbacks: Add a row to the end of the table for the Property Line shared with South Mountain Park; and require a 25-foot setback for Development Units 9A, 9B, and 10.

k. Page 41, Section 4. Development Standards, Development Standards Table 3: Landscape Buffers, 47th Avenue: Switch the provisions for Development Units 9A and 9B.

l. Page 41, Section 4. Development Standards, Development Standards Table 3: Landscape Buffers: Add a row to the end of the table for the Property Line shared with South Mountain Park, and require a 25-foot buffer for Development Units 9A, 9B, and 10. Also add a footnote to see the South Mountain Perimeter Zone provisions on pages 64 and 95.

m. Page 42, Section 4. Development Standards, Development Standards Table 5: Building Step Backs, Gila Foothills Parkway and 51st Ave: Switch the provisions for Development Unit 6.

n. Page 42, Section 4. Development Standards, Development Standards Table 5: Building Step Backs: Add the following to the end of Footnote (3):

An additional foot of height will be allowed for every two additional feet of setback.

o. Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous, Maximum Residential Density: Add Footnote (2) to Development Unit 2.

p. Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous: Delete the row for Maximum Number of Units.

q. Page 43, Section 4. Development Standards, Miscellaneous Table, Parking Standards, first bullet: Add “model” to the end.

r. Page 43, Section 4. Development Standards, Miscellaneous Table, Parking Standards, fourth bullet: Remove “not to exceed 10 chargers.”

s. Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous, Footnotes: Modify the end of Footnote (1) to add the following:

Additional review and approval is required for the additional 500 units per Z-53-22-8 stipulation.

t. Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous, Footnotes, add Footnote (6) that states the following and apply it to Development Units 9A, 9B, and 10:

Additional review and approval is required for any multifamily development that is not associated with a resort per Z-53-22-8 stipulation.

u. Page 45, Section 4. Development Standards, Landscape Standards, Landscape Standards Table 1: Landscape Setbacks: Update title to Landscape Standards Table 1: Landscape Plant Types.

v. Page 46, Section 4. Development Standards, Landscape Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Modify the title to “Landscape Standards Table 2: Enhanced Streetscape R.O.W. Planting and Public Shade Standards”.

w. Page 46, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Revise sidewalk shading to show all sidewalk shading in the Hub Character Area to no less than 50%.

x. Page 46, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting, Notes, fifth bullet (Shade Pockets): Add the following as a sub-bullet point:

- All public sidewalks adjacent to Automobile Dealership, Automobile Retail Sales, and Automobile Rental: A minimum 25% shade is required along sidewalk areas located between shade pockets. Overall shade coverage shall equal a total of 50% inclusive of shade pockets and the intermittent areas between shade pockets. All other uses within the HUB character area shall require a minimum 75% shade of public sidewalks.

y. Page 46, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Add a note as follows:

Upon redevelopment of a site formerly used for Automobile Dealership, Automobile Retail Sales, or Automobile Rental into Non-Automobile Dealership, Automobile Retail Sales, or Automobile Rental, right-of-way landscaping and shade requirements shall meet the 75% shade standard.

z. Page 46-47, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Add a footnote to apply to all provisions for medians as follows:

All modified median landscaping deviating from City of Phoenix standard landscape requirements shall be privately maintained and identified on the approved master street plan and associated plats.

aa. Page 47, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Add a footnote to apply to Development Units 3, 6, and 4A as follows:

51st Avenue is located within Maricopa County jurisdiction. Any street improvements or landscaping on 51st Avenue are subject to the review and approval of Maricopa County.

bb. Page 50, Section 5. Signage, Off Premise Signage: Update the end of the second bullet point as follows:

…design to be presented for review and comment to the Laveen Village Planning Committee.

cc. Page 52, Section 6. Sustainability: Add a provision for recycling as the last bullet point.

dd. Page 57, Section 7. Complete Streets, Design for Safety: Remove the second and third paragraphs.

ee. Page 95, Foothills Character Area, 2.3 Landscaping, j. Perimeter Treatments, South Mountain Perimeter Treatment: Delete the last paragraph.

ff. Page 103, The District Character Area, 3.1 Site and Building Design, 2. Circulation: Remove Section 2.b.

gg. Page 142, The Hub Character Area, 2. Circulation, C. Street Design and Landscape Character, Shade Pockets: Update Exhibit H9 to reflect the minimum 25% shade along sidewalk areas between shade pockets and overall shade coverage to total 50% and all uses within the HUB to a minimum 75% shade as required by Stipulation No. 1.y.

hh. Page 143, The Hub Character Area, 2. Circulation, C. Street Design and Landscape Character, Shade Pockets, Conceptual Shade Pocket Detail A, B1, and B2: Update Detail A, B1, and B2 to reflect the required shading requirements per Stipulation No. 1.y.

ii. Update all exhibits to include the 55th Avenue connection from the existing northern stub to Estrella Avenue.

jj. Submit legal descriptions for all development units as an appendix to the PUD narrative.

2. Where additional review and approval is required in the PUD narrative related to the additional 500 residential dwelling units granted with the construction of a hospital and any multifamily development in Development Units 9A, 9B, and 10, that is not associated with a resort, conceptual site plans, elevations, and landscape plans shall be reviewed and approved by the Planning Hearing Officer through the public hearing process, including review by Laveen Village Planning Committee prior to preliminary site plan approval. This is a legislative review for

conceptual purposes only. Specific development standards and requirements will be determined by the Planning Hearing Officer and the Planning and Development Department.

3. A Master Density Tracking Matrix shall be provided and updated on all site plan submittals to track the number of units within the PUD area.

4. The applicant shall submit a Traffic Impact Analysis (TIA) to the City for this development and update the existing Tierra Montana Master Street Plans associated with the Segment Two development area. The TIA shall be submitted to ADOT and MCDOT for interagency review. No preliminary approval of plans shall be granted until the study is reviewed and approved by the City.

5. The developer shall update the existing Tierra Montana Master Street Plan for inclusion of Segment Two network. Phasing sheet to be updated to include roadway networks to be completed by Segment Two development within existing Segment One as per the required updated Traffic Impact Analysis. Roadways located within Segment two that are not under the jurisdiction of the City of Phoenix shall require review and approval with the corresponding jurisdiction.

6. The developer shall design and install, at their expense, traffic signals and or roundabouts at locations approved by the TIA and updated Master Street Plan. The developer shall be responsible for the construction and/or escrow contribution, as approved by the TIA and Master Street Plans. Stipulation subject to change based on TIA comments for signal location evaluation and funding responsibility.

7. The developer shall dedicate and construct roadway, paving, curb, gutter, detached sidewalk, traffic signal infrastructure, and other necessary incidentals for all arterial and collector roadways as per the approved TIA and Master Street Plan.

8. The developer shall provide access control at locations in accordance with the City's Design Standards Manual and/or as approved per the Master Street Plan.

9. The full limits of 51st Avenue shall be dedicated and constructed north of Estrella Drive to Carver Road, per the cross-section approved in the master street plan.

10. The full limits of 51st Avenue shall be dedicated and constructed south of Estrella Drive, as approved by Maricopa County. Should 51st Avenue be annexed into the City of Phoenix, right-of-way dedications and improvements shall be required to meet City of Phoenix standards.

11. Right-of-way shall be dedicated and constructed for the west side of 47th Avenue, as required by the approved master street plans.

12. A minimum 60-feet of right-of-way shall be dedicated and constructed for the full limits of 55th Avenue.

13. All modified median landscaping deviating from City of Phoenix standard landscape requirements shall be privately maintained and identified on the approved master street plan and associated plats.

14. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the east side of 51st Avenue, south of Estrella Drive. Construction of the multi-use trail shall be to City standards.

15. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the north side of Estrella Drive. Construction of the multi-use trail shall be to City standards.

16. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the south and west sides of Gila Foothills Parkway, as depicted on Exhibit 11 – Conceptual Trail Plan. Construction of the multi-use trail shall be to City standards.

17. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the north side of 55th Avenue, connecting to 51st Avenue. Construction of the multi-use trail shall be to City standards.

18. The developer shall convey land, if necessary, located at the end of Gila Foothills Parkway as a trailhead to South Mountain Preserve, as modified and approved by the Parks and Recreation Department and Planning and Development Department. The final acreage and configuration of the property to be conveyed, along with timing of the conveyance, shall be mutually agreed upon by the developer, the Parks and Recreation Department, and Planning and Development Department.

19. The developer shall enter into a development agreement with the City regarding the location and construction of a parking lot for the trailhead at the end of Gila Foothills Parkway, as approved or modified by the Parks and Recreation Department and Planning and Development Department.

20. The developer shall underground existing electrical utilities within the public right-of-way that are impacted or require relocation, excluding 69kv or larger, as part of this project. The developer shall coordinate with the affected utility companies for their review and permitting.

21. Existing irrigation facilities along all public streets are to be undergrounded and relocated outside of City right-of-way. Contact SRP to identify existing land rights and establish the appropriate process to relocate the facility. Relocations that require additional dedications or land transfer require completion prior to obtaining plat and/or civil plan review approval, or as approved by the Planning and Development Department.

22. 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.

23. If determined necessary by the Phoenix Archaeology 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 Archaeologist prior to clearing and grubbing, landscape salvage, and/or grading approval.

24. If Phase I data testing is required, and if, upon review of the results from the Phase I data testing, the City Archaeologist, in consultation with a qualified archaeologist, determines such data recovery excavations are necessary, the applicant shall conduct Phase II archaeological data recovery excavations.

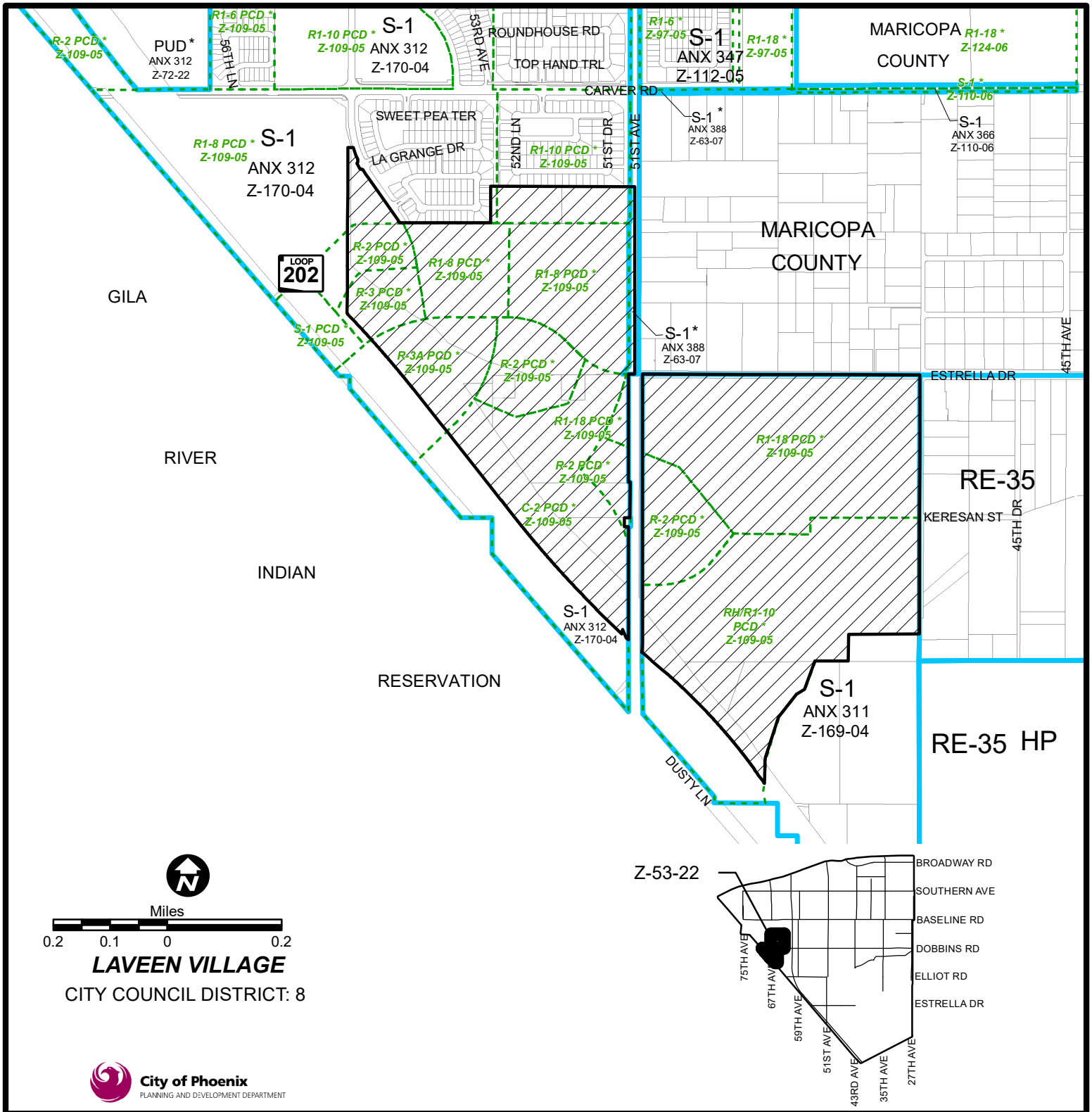
25. In the event archaeological materials are encountered during construction, the developer shall immediately cease all ground-disturbing activities within a 33-foot radius of the discovery, notify the City Archaeologist, and allow time for the Archaeology Office to properly assess the materials.

26. Prior to final 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.

Writer
Nayeli Sanchez Luna
February 12, 2024

Team Leader
Racelle Escolar

Exhibits
Sketch Map
Aerial Map
Gila Foothills PUD Narrative date stamped February 1, 2024
Correspondence (59 pages)



APPLICANT'S NAME: RVi Planning and Landscape Architecture

REQUESTED CHANGE:

FROM:
- S-1 (2.17 a.c.)
- S-1 (Approved C-2 PCD) (27.20 a.c.)
- S-1 (Approved R-2 PCD) (40.77 a.c.)
- S-1 (Approved R-3 PCD) (3.84 a.c.)
- S-1 (Approved R-3A PCD) (5.04 a.c.)
- S-1 (Approved R1-10 PCD) (9.58 a.c.)
- S-1 (Approved R1-18 PCD) (76.33 a.c.)
- S-1 (Approved R1-8 PCD) (50.30 a.c.)
- S-1 (Approved RH/R1-10 PCD) (73.40 a.c.)

TO: PUD (288.63 a.c.)

APPLICATION NO. Z-53-22

DATE: 10/27/2022
REVISION DATES: 1/24/2024

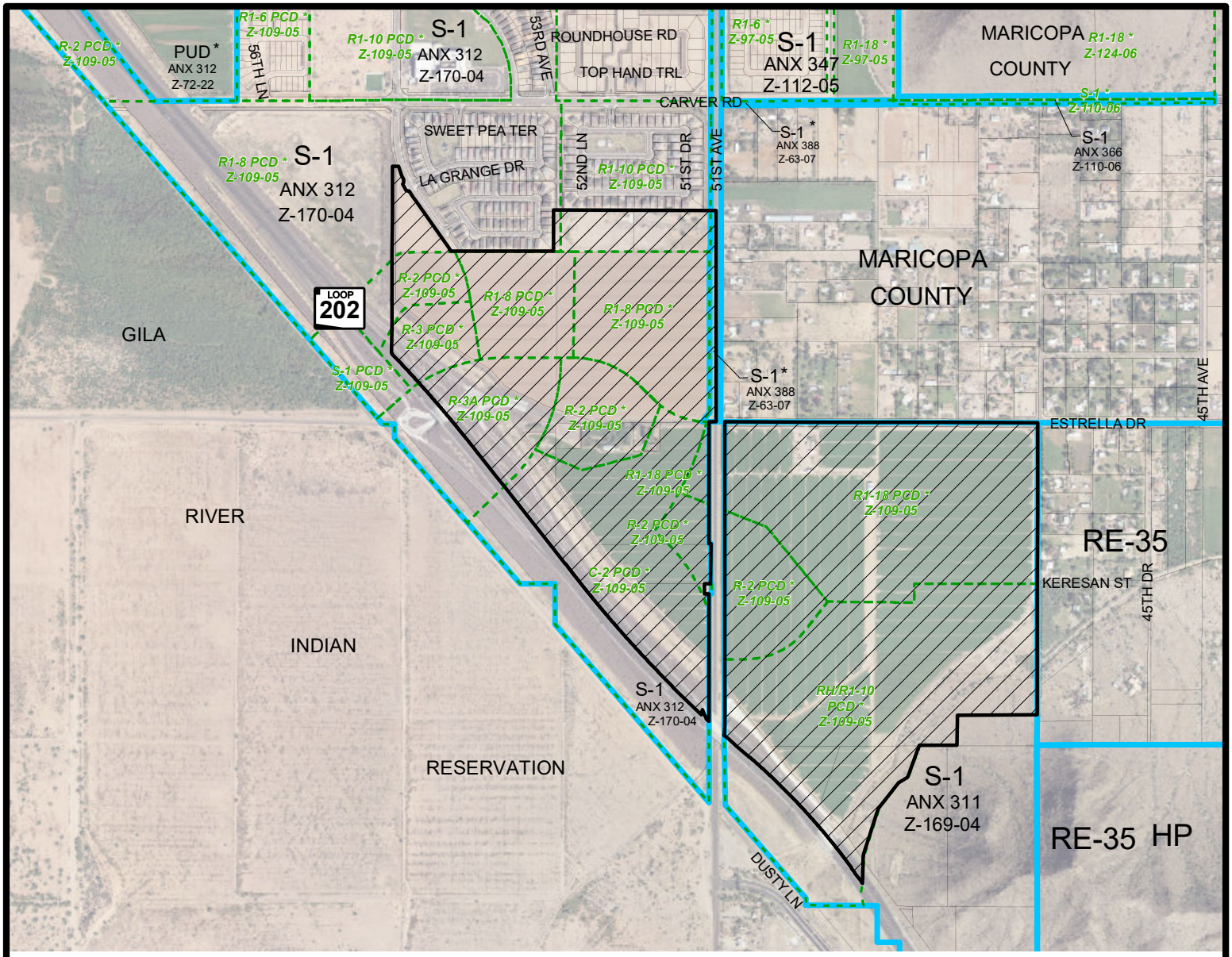
GROSS AREA INCLUDING 1/2 STREET AND ALLEY DEDICATION IS APPROX.
288.63 Acres

AERIAL PHOTO & QUARTER SEC. NO.
QS 06-16, QS 07-17, QS 07-16, QS 08-17

ZONING MAP
B-5, B-6

MULTIPLES PERMITTED	CONVENTIONAL OPTION	* UNITS P.R.D. OPTION
S-1, S-1 (Approved C-2 PCD), S-1 (Approved R-2 PCD), S-1 (Approved R-3 PCD), S-1 (Approved R-3A PCD), S-1 (Approved R1-10 PCD), S-1 (Approved R1-18 PCD), S-1 (Approved R1-8 PCD), S-1 (Approved RH/R1-10 PCD)	2, 27 (394), 40 (407), 3 (55), 5 (111), 9 (33), 76 (149), 50 (216), 73 (1468/257)	N/A, N/A (473), N/A (489), N/A (67), N/A (133), N/A (43), N/A (178), N/A (276), N/A (N/A/330)
PUD	2200	N/A

* **Maximum Units Allowed with P.R.D. Bonus**



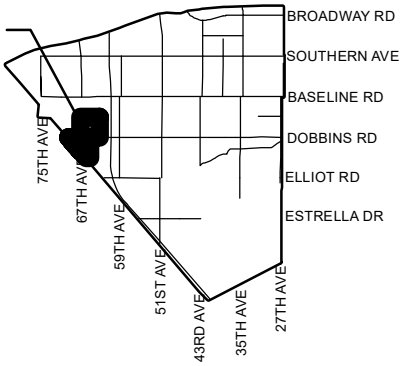
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LAVEEN VILLAGE

CITY COUNCIL DISTRICT: 8

Z-53-22



City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

APPLICANT'S NAME: RVi Planning and Landscape Architecture

APPLICATION NO. Z-53-22

DATE: 10/27/2022
REVISION DATES: 1/24/2024

GROSS AREA INCLUDING 1/2 STREET AND ALLEY DEDICATION IS APPROX.
288.63 Acres

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ZONING MAP
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TO: PUD (288.63 a.c.)

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PUD	2200	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\2022\Z-53-22.mxd

Nayeli Sanchez Luna

Subject: FW: OPPOSED NEIGHBOR COMMENT AND FEEDBACK - Z-53-22- 1st Submittal Gila Foothills PUD Applicant's Narrative, 8 Laveen Southeast corner of 55th Avenue and Carver Road

From: Wayne Harrison <whguitar@gmail.com>
Sent: Friday, October 28, 2022 8:14 PM
To: Nayeli Sanchez Luna <nayeli.sanchez.luna@phoenix.gov>
Cc: Erin Harrison <erinalice71@gmail.com>; kmw@berryriddell.com; kbarichello@rviplanning.com; wr@berryriddell.com; jamie@lokahigroup.com; mupton@enterprisecapitalllc.com; weslinesdevco@gmail.com; reid@butlerhousing.com; Steve Bowser <sb@hxeng.com>; PDD Laveen VPC <laveenvpc@phoenix.gov>; PDD Long Range Planning <pdd.longrange@phoenix.gov>; Council District 8 PCC <council.district.8@phoenix.gov>; Mayor Gallego <mayor.gallego@phoenix.gov>
Subject: OPPOSED NEIGHBOR COMMENT AND FEEDBACK - Z-53-22- 1st Submittal Gila Foothills PUD Applicant's Narrative, 8 Laveen Southeast corner of 55th Avenue and Carver Road

Thank you for your response, Nayeli.

I would like to be added to the mailing list for communications related to this case. I am copying the applicant's project team on this email so they will have my comments and feedback so they can rethink and redesign the proposal with community stakeholder involvement. I ask you to please include my comments in your official public comment record for this case.

My family and I live in the Tierra Montana neighborhood very close to the proposed rezoning for development and am very concerned about this first application for proposed rezoning and I strongly oppose this first application in its current form.
I attended the neighborhood Zoom meeting and presentation by the project proponent/applicant last night (Oct 27, 5:30-6:30PM) and there were about 40-50 concerned neighbors who gave comments about their specific concerns.
I noticed that unfortunately there was no staff from the City in attendance to hear us voice our concerns and comments.
I reviewed both the applicant website [gilafoothillspud.com] information and the PROJECT NARRATIVE 1ST SUBMITTAL: JUNE 29TH, 2022.
My concerns and feedback follow.

Concerns
There are an abundance of valid concerns the neighborhood shares about this first application proposal.
In short, the rezoning densities and proposed allowable uses do NOT fit the rural character of the area and needs a complete redesign.
We are very concerned about the many potentially significant negative impacts this project will have on our lives and neighborhood.
I hope you will get to hear and address our concerns in a future forum early in the review process so this first application does not advance too far before it gets a complete overhaul to mitigate all the neighborhood concerns.

- No real amenities that serve the community and its families (we need to think way beyond the trailhead idea)
- Light pollution
- Noise Pollution
- Undesirable Visual Impacts - obstruction of the mountain views of both South Mountain and the Sierra Estrellas (Komatke). We moved here to enjoy the unobstructed mountain views.
- Density too high for the area
- Commercial too close to homes and the school children
- Traffic Impacts
- Increased Crime Impacts

- Undesirable and out of character for the area:
    - AutoMall (light, noise, traffic) Our community doesn't want it, doesn't need it. It's not an amenity that benefits us--it's a significant negative impact. We don't care about the 10-mile radius showing a 'need' for a car dealership. That's not our problem.
    - Truck Stop (light, noise, traffic) Our community doesn't want it, doesn't need it. It's not an amenity that benefits us--it's a significant negative impact. Why would we need or want a Truck Stop with trucks running engines day and night?
    - Resort (light, noise, traffic, viewshed of South Mountain Hillside areas)
    - Large, high digital LED billboards signs (Light Pollution obstructing our views of the Estrellas, and the dark night sky)

Requests:

- Only allow restricted land uses that serve the actual stated needs and desires of the local affected village community members, not minority outside commercial interests.
- NO LED billboard signs
- NO automall
- NO truck stop or gas stations
- NO high buildings higher than surrounding homes.
- Light restrictions
- Noise restrictions
- NO resort (what resident or resort goer wants to look down on a automall and truck stop?!).
- NO hillside development on South Mountain
- NO TimeShare Resorts
- Community desired amenities only - involve community input, have an in person listening session to hear what the community wants and needs to shape the design plan.
- Pedestrian connectivity: Connectivity of trails from Tierra Montana to the south mountain network is not proposed or well defined. I would like to see full connections from Tierra Montana greenways and paths and trails to the south mountain trail network.
- Please help make it possible for this to be a walking village from the residential to the commercial area so we can choose to walk to the grocery store, brewery, cafe, coffee shop, store or restaurant.
- Create open space and recreational Buffers and greenbelts around the existing Tierra Montana homes to separate and offset the commercial areas
- The roads here are bad as it is without adding traffic loads. 51st and Estrella is a bad intersection, and the roads are in poor condition with alligator cracks and potholes.
- The interchange at 202 and Estrella was not designed to handle the high traffic impacts proposed in this first application, especially the high volume of tractor trailers at a Truck Stop.
- Why not ask the community what commercial uses we want? We were not consulted and the applicant did a poor job in due diligence in this aspect of community input.
- Why wasnt a police station, city park, openspace, multipurpose trails, or a grocery store proposed in the use alternatives? Ask the community what they actually want!
- Alternatives Analysis: what range of other alternatives plans and uses have been considered? We should be able to select from several alternatives to find the best one for the community.
- Consultation with tribal councils and land acknowledgments for affected tribes, whose traditional lands these are, whose ancestors cared for this land and cultivated it, which we enjoy today. As masters of the land, we should respectfully seek their ancient wisdom and input as past caretakers and our current neighbors.
- Require the applicant to submit Impact studies for NOISE, AIR, TRAFFIC, CRIME, VIEWSHED, CULTURAL RESOURCES, WATER AVAILABILITY, WASTEWATER connection capacity
- Recreational opportunity studies to shape alternatives
- Amenities such as a Village and Neighborhood clubhouse community area with community pool and recreational sport courts and fields, to replace some of the commercial zoned areas next to the existing tierra montana residences. Good example of this is AVANCE [tripointehomes.com]
- Perhaps a LifeTime Fitness Center and Spa with connected walking paths to access from the existing Tierra Montana residential areas, We are far from the nearest Lifetime location. They are great facilities.

- Does the City WASTEWATER treatment plant have the capacity to handle the new increase in proposed connections?
- Can the existing sewer infrastructure handle the increased throughput in capacity required to convey the sewage?
    - As a result of poorly planned, uncontrolled growth and lack of WW treatment infrastructure, several other areas in the Valley are experiencing a severe lack of WW treatment capacity and it results in Sewer System Overflows (SSOs) from manholes and lift stations leading to sewage flowing in the streets.
- Sewage capacity needs to be determined with input from the latest census figures on the number of people per household (PPH). I think it's around 3.5 pph right now, and many WW treatment plants in Phoenix were built to only handle 2.5 people per household, which leads to a lack of actual capacity and SSO problems and odors. See what happened in the east Valley area, San Tan, Johnson Ranch, Johnson utilities [google.com] service areas when development is too fast for WW treatment infrastructure to keep up with the increase in flows and capacity needs of a service area--DISASTER. Capacity issues are facing the Luke AFB area too near the 303.
- Where will the sewage from this development go and to which receiving plant, and does that plant have enough ADEQ-approved actual capacity to handle full build-out of this proposed rezoning? Check with ADEQ on capacity issues to confirm.
- Do the sewer main lines and lift stations between here and there have enough capacity to handle all the proposed development?

Conclusion

The negatives of this proposal far outweigh the 'benefits' of this first application submittal. It is not a good fit for this family neighborhood area.

It is sadly apparent the applicant did not conduct meaningful pre-application due diligence to understand the community interests, needs and desires, but was myopically focused on their own financial self-interest.

Please imagine how angry you would feel if you finally invested a good portion your life savings for 35 years on a down payment for $400-500k dream home in a lovely rural village with beautiful views and dark skies and now a proposed rezoning effort threatens to place you right next to an automall and a truck stop with all the lights and billboards obstructing your Estrella mountain views! How discouraging and distressing that would be for you and your family. If I wanted that I would have chosen to live along the I-10 freeway in Avondale or Eloy. But I hate that so I didnt. I chose this rural village for its unique character. If I want to buy an electric car someday, I will gladly drive the 15-20 minutes to the location of an automall somewhere like Peoria, Avondale or Tempe. We don't need or want an automall or a truck stop or flashy billboards in our quiet community.

I ask for your empathy and human compassion as you perform your review and decision-making. And please do everything in your power and review authority to not let this unimaginative and insulting first application go forward as-is and allow it to negatively and irreparably alter the lovely rural neighborhood character of our Village. Please send it back to the applicant for a complete and thorough redesign with real meaningful community stakeholder engagement to incorporate community interests and amenities into its redesign. As a Village Planner you have a unique opportunity to serve the families of Gila Foothills PUD area and truly approve something of character, beauty, and harmony in the community that can be an excellent example of mutual success. This first application is not it. I encourage you to use your courage to set aside any political pressure you may face to approve this quickly, and please send this back to address our many concerns and meet the needs of the Village we love.

Thank you.

Wayne Harrison
Tierra Montana resident
5402 W Sweet Pea Terrace, Laveen, AZ 85339
480-406-8582
whguitar@gmail.com

Nayeli Sanchez Luna

Subject: FW: Gila Foothills PUD Concerns

From: Kailee Oines <keoines@gmail.com>
Sent: Wednesday, November 2, 2022 7:11 PM
To: PDD Long Range Planning <pdd.longrange@phoenix.gov>
Subject: Re: Gila Foothills PUD Concerns



Here is the new proposal.

> On Nov 2, 2022, at 7:01 PM, Kailee Oines <keoines@gmail.com> wrote:

>
> Hello,
> My name is Kailee Oines. My husband and I are new homeowners in the Tierra Montana Community in Laveen (cross streets Elliot and 51st).
>
> I am writing to you to express my concerns and certain disapprovals of the proposed Gila foothills PUD. My neighbors and I have discussed this at length and we thought we would bring a couple of things to your attention. Our primary concern with this new plan is the municipalities and their infrastructure.
>
> One of our main concerns is safety within our community. The new developments going up, currently, in Laveen are bringing in higher dollar builds. I would assume when we start talking about resort living, resort housing, and other general residential areas that those homes/living situations will likely be in the same boat of an increased base price to build. Add to that the potential car dealership and all of the commercial businesses projected to come into the area, we are creating the opportunity for the likeliness of crime to increase. The cherry on top is that the car dealerships customers will likely be test driving in/near neighborhoods increasing the probability of an automotive accident. Do we have the infrastructure to patrol these areas more regularly, since right now most are fields that our community protectors don't need to keep as close of an eye on? The reason I ask is because a common discussion on our social media groups is the crime and lack of police presence at 51st and Baseline. If we can't keep track of one major intersection, how do we plan to maintain, protect, and prevent crime in the communities surrounding ALL of the intersections in this proposal? Do we have the ability to promptly respond if there is a multi unit safety concern or will we be waiting longer for safety vehicles to arrive because they were helping resolve another incident?
>
> I understand the idea behind adding car dealerships in any area. Added revenue, higher tax dollars, easy money to go back into our community. However, I also know firsthand how negative reviews and an unsupportive community can decrease the ability for any business to earn revenue, let alone one that relies on positive interactions and word of mouth promotions. If people don't want a car dealership in their backyard, they will not be shopping there and they will fight and push back along the way to make sure no one else wants to shop there as well. I am all for increased revenue and tax dollars in our area but I think we need to approach this a little smarter. Bad reviews means bad business means lower income means struggling businesses. We want the businesses brought to our community to succeed and potentially find a forever home.
>
> Our final concern is one that hits home the hardest with our community. I think we can all agree we live in a beautiful space with scenic views and a population that wants to keep everything that way. All of the signs, entrances to the communities, and general areas of Laveen are typically well maintained and colorful. One of the reasons I moved here is the views of the mountains. Simply breathtaking to be able to wake up to that every morning. We understand the appeal of adding a resort - it will definitely do well in our area! However, when you start building tall residential or commercial structures we will be left like every other town where there are mountains somewhere in the distance but we can't quite see them. I also wonder if these taller residential and commercial buildings might interfere with the views for the proposed resort. Resort to me usually means golf course. Do you want to go golfing with businesses all around blocking your views or do you want to feel like you are teeing off into the mountains?
>
> I have spent some time taking my discussions with my neighbors, and the discussions at the developers public hearing I attended, and have created an alternative proposal to the one provided. We all want to see our community be better, but we want to do that the right way. I think a compromise that allows the residents to keep their views, businesses to be welcomed by happy customers, and the infrastructure to support change will be better for everyone.
>
> Thank you for taking the time to read this email and take into consideration my family’s concerns.
>
> -Kailee Oines

Nayeli Sanchez Luna

Subject: FW: Proposed Gila Foothills PUD concerns

From: Kim Roberts <write.kim.roberts@gmail.com>
Sent: Wednesday, November 2, 2022 6:53 PM
To: PDD Long Range Planning <pdd.longrange@phoenix.gov>; PDD Laveen VPC <laveenvpc@phoenix.gov>; Council District 8 PCC <council.district.8@phoenix.gov>; Nayeli Sanchez Luna <nayeli.sanchez.luna@phoenix.gov>; Kim Roberts <write.kim.roberts@gmail.com>
Subject: Proposed Gila Foothills PUD concerns

Hello,

I am writing to you to express my concerns and disapproval of the proposed Gila foothills PUD. My neighbors and I have discussed this at length and we thought we would bring a couple of things to your attention. Our primary concern with this new plan is the municipalities and their infrastructure. The first and forefront is the question: does Laveen have the ability to expand their water supply and sewage to the extent needed for this project?

Along with this comes the idea of safety within our community. The new developments going up, currently, in Laveen are bringing in some "higher dollar" builds. I would assume when we start talking about resort living, resort housing, and other general residential areas that those homes/living situations will likely be in the same boat of an increased base price to build. Add to that the potential car dealership and all of the commercial businesses projected to come into the area, we are creating the opportunity for the likeliness of crime to increase. The cherry on top is that the car dealerships customers will likely be test driving in/near neighborhoods increasing the probability of an automotive accident. Do we have the infrastructure to patrol these areas more regularly, since right now most are fields that our community protectors don't need to keep as close of an eye on? The reason I ask is because a common discussion on our social media groups is the crime and lack of police presence at 51st and Baseline. If we can't keep track of one major intersection, how do we plan to maintain, protect, and prevent crime in the communities surrounding ALL of the intersections in this proposal? Do we have the ability to promptly respond if there is a multi unit safety concern or will we be waiting longer for safety vehicles to arrive because they were helping resolve another incident?

I understand the idea behind adding car dealerships in any area. Added revenue, higher tax dollars, easy money to go back into our community. However, I also know firsthand how negative reviews and an unsupportive community can decrease the ability for any business to earn revenue, let alone one that relies on positive interactions and word of mouth promotions. If people don't want a car dealership in their backyard, they will not be shopping there and they will fight and push back along the way to make sure no one else wants to shop there as well. I am all for increased revenue and tax dollars in our area but I think we need to approach this a little smarter. Bad reviews means bad business means lower income means struggling businesses. We want the businesses brought to our community to succeed and potentially find a forever home.

Our final concern is one that hits home the hardest with our community. I think we can all agree we live in a beautiful space with scenic views and a population that wants to keep everything that way. All of the signs, entrances to the communities, and general areas of Laveen are typically well maintained and colorful. One of the reasons I moved here is the views of the mountains. Simply breathtaking to be able to wake up to that every morning. We understand the appeal of adding a resort - it will definitely do well in our area! However, when you start building tall residential or commercial structures we will be left like every other town where there are mountains somewhere in the distance but we can't quite see them. I also wonder if these taller residential and commercial buildings might interfere with the views

for the proposed resort. Resort to me usually means golf course. Do you want to go golfing with businesses all around blocking your views or do you want to feel like you are teeing off into the mountains?

I have spent some time taking my discussions with my neighbors, and the discussions at the Developers public hearing I attended, and have created an alternative proposal to the one provided. I understand this is a very different idea than the proposal. We all want to see our community be better, but we want to do that the right way. I think a compromise that allows the residents to keep their views, businesses to be welcomed by happy customers, and the infrastructure to support change will be better for everyone.

I appreciate your time in reading and considering my views.

Nayeli Sanchez Luna

Subject: FW: Laveen Development

From: Alondra Gallegos <a.gallegos0525@gmail.com>
Sent: Friday, November 4, 2022 8:13 AM
To: Council District 7 PCC <council.district.7@phoenix.gov>; Council District 8 PCC <council.district.8@phoenix.gov>; PDD Laveen VPC <laveenvpc@phoenix.gov>; PDD Long Range Planning <pdd.longrange@phoenix.gov>
Subject: Laveen Development

Hello,
I am writing to you to express my concerns and disapproval of the proposed Gila foothills PUD. My neighbors and I have discussed this at length and we thought we would bring a couple of things to your attention. Our primary concern with this new plan is the municipalities and their infrastructure. The first and forefront is the question: does Laveen have the ability to expand their water supply and sewage to the extent needed for this project?

Along with this comes the idea of safety within our community. The new developments going up, currently, in Laveen are bringing in some "higher dollar" builds. I would assume when we start talking about resort living, resort housing, and other general residential areas that those homes/living situations will likely be in the same boat of an increased base price to build. Add to that the potential car dealership and all of the commercial businesses projected to come into the area, we are creating the opportunity for the likeliness of crime to increase. The cherry on top is that the car dealerships customers will likely be test driving in/near neighborhoods increasing the probability of an automotive accident. Do we have the infrastructure to patrol these areas more regularly, since right now most are fields that our community protectors don't need to keep as close of an eye on? The reason I ask is because a common discussion on our social media groups is the crime and lack of police presence at 51st and Baseline. If we can't keep track of one major intersection, how do we plan to maintain, protect, and prevent crime in the communities surrounding ALL of the intersections in this proposal? Do we have the ability to promptly respond if there is a multi unit safety concern or will we be waiting longer for safety vehicles to arrive because they were helping resolve another incident?

I understand the idea behind adding car dealerships in any area. Added revenue, higher tax dollars, easy money to go back into our community. However, I also know firsthand how negative reviews and an unsupportive community can decrease the ability for any business to earn revenue, let alone one that relies on positive interactions and word of mouth promotions. If people don't want a car dealership in their backyard, they will not be shopping there and they will fight and push back along the way to make sure no one else wants to shop there as well. I am all for increased revenue and tax dollars in our area but I think we need to approach this a little smarter. Bad reviews means bad business means lower income means struggling businesses. We want the businesses brought to our community to succeed and potentially find a forever home.

Our final concern is one that hits home the hardest with our community. I think we can all agree we live in a beautiful space with scenic views and a population that wants to keep everything that way. All of the signs, entrances to the communities, and general areas of Laveen are typically well maintained and colorful. One of the reasons I moved here is the views of the mountains. Simply breathtaking to be able to wake up to that every morning. We understand the appeal of adding a resort - it will definitely do well in our area! However, when you start building tall residential or commercial structures we will be left like every other town where there are mountains somewhere in the distance but we can't quite see them. I also wonder if these taller residential and commercial buildings might interfere with the views for the proposed resort. Resort to me usually means golf course. Do you want to go golfing with businesses all around blocking your views or do you want to feel like you are teeing off into the mountains?

I have spent some time taking my discussions with my neighbors, and the discussions at the Developers public hearing I attended, and have created an alternative proposal to the one provided. I understand this is a very different idea than

the proposal. We would like the commercial area to be C2 with restriction I.e. no truck stops, billboards, automotive dealerships, apartments. We all want to see our community be better, but we want to do that the right way. I think a compromise that allows the residents to keep their views, businesses to be welcomed by happy customers, and the infrastructure to support change will be better for everyone.

I appreciate your time in reading and considering my views.

Nayeli Sanchez Luna

Subject: FW: Gila foothills PUD

From: Carol Munge <carolm628@gmail.com>
Sent: Friday, November 4, 2022 9:29 AM
To: Council District 7 PCC <council.district.7@phoenix.gov>
Cc: PDD Long Range Planning <pdd.longrange@phoenix.gov>
Subject: Gila foothills PUD

Hello,
I am writing to you to express my concerns and disapproval of the proposed Gila foothills PUD. My neighbors and I have discussed this at length and we thought we would bring a couple of things to your attention. Our primary concern with this new plan is the municipalities and their infrastructure. The first and forefront is the question: does Laveen have the ability to expand their water supply and sewage to the extent needed for this project?

Along with this comes the idea of safety within our community. The new developments going up, currently, in Laveen are bringing in some "higher dollar" builds. I would assume when we start talking about resort living, resort housing, and other general residential areas that those homes/living situations will likely be in the same boat of an increased base price to build. Add to that the potential car dealership and all of the commercial businesses projected to come into the area, we are creating the opportunity for the likeliness of crime to increase. The cherry on top is that the car dealerships customers will likely be test driving in/near neighborhoods increasing the probability of an automotive accident. Do we have the infrastructure to patrol these areas more regularly, since right now most are fields that our community protectors don't need to keep as close of an eye on? The reason I ask is because a common discussion on our social media groups is the crime and lack of police presence at 51st and Baseline. If we can't keep track of one major intersection, how do we plan to maintain, protect, and prevent crime in the communities surrounding ALL of the intersections in this proposal? Do we have the ability to promptly respond if there is a multi unit safety concern or will we be waiting longer for safety vehicles to arrive because they were helping resolve another incident?

I understand the idea behind adding car dealerships in any area. Added revenue, higher tax dollars, easy money to go back into our community. However, I also know firsthand how negative reviews and an unsupportive community can decrease the ability for any business to earn revenue, let alone one that relies on positive interactions and word of mouth promotions. If people don't want a car dealership in their backyard, they will not be shopping there and they will fight and push back along the way to make sure no one else wants to shop there as well. I am all for increased revenue and tax dollars in our area but I think we need to approach this a little smarter. Bad reviews means bad business means lower income means struggling businesses. We want the businesses brought to our community to succeed and potentially find a forever home.

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I have spent some time taking my discussions with my neighbors, and the discussions at the Developers public hearing I attended, and have created an alternative proposal to the one provided. I understand this is a very different idea than

the proposal. We would like the commercial area to be C2 with restriction I.e. no truck stops, billboards, automotive dealerships, apartments. We all want to see our community be better, but we want to do that the right way. I think a compromise that allows the residents to keep their views, businesses to be welcomed by happy customers, and the infrastructure to support change will be better for everyone.

I appreciate your time in reading and considering my views.

Regards Carol
"It always seems impossible until it's done" Nelson Mandela

Nayeli Sanchez Luna

Subject: FW: Gila Foothills

From: Liz Hosmer <lizhosmer@yahoo.com>
Sent: Friday, November 4, 2022 11:57 AM
To: Council District 7 PCC <council.district.7@phoenix.gov>; PDD Long Range Planning <pdd.longrange@phoenix.gov>; Council District 8 PCC <council.district.8@phoenix.gov>; PDD Laveen VPC <laveenvpc@phoenix.gov>
Subject: Gila Foothills

Good Afternoon,

I am writing to you to express my concerns and disapproval of the proposed Gila foothills PUD. My neighbors and I have discussed this at length and we thought we would bring a couple of things to your attention. Our primary concern with this new plan is the municipalities and their infrastructure. The first and forefront is the question: does Laveen have the ability to expand their water supply and sewage to the extent needed for this project?

Along with this comes the idea of safety within our community. The new developments going up, currently, in Laveen are bringing in some "higher dollar" builds. I would assume when we start talking about resort living, resort housing, and other general residential areas that those homes/living situations will likely be in the same boat of an increased base price to build. Add to that the potential car dealership and all of the commercial businesses projected to come into the area, we are creating the opportunity for the likeliness of crime to increase. The cherry on top is that the car dealerships customers will likely be test driving in/near neighborhoods increasing the probability of an automotive accident. Do we have the infrastructure to patrol these areas more regularly, since right now most are fields that our community protectors don't need to keep as close of an eye on? The reason I ask is because a common discussion on our social media groups is the crime and lack of police presence at 51st and Baseline. If we can't keep track of one major intersection, how do we plan to maintain, protect, and prevent crime in the communities surrounding ALL of the intersections in this proposal? Do we have the ability to promptly respond if there is a multi unit safety concern or will we be waiting longer for safety vehicles to arrive because they were helping resolve another incident?

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Our final concern is one that hits home the hardest with our community. I think we can all agree we live in a beautiful space with scenic views and a population that wants to keep everything that way. All of the signs, entrances to the communities, and general areas of Laveen are typically well maintained and colorful. One of the reasons I moved here is the views of the mountains. Simply breathtaking to be able to wake up to that every morning. We understand the appeal of adding a resort - it will definitely do well in our area! However, when you start building tall residential or commercial structures we will be left like every other town where there are mountains somewhere in the distance but we can't quite see them. I also wonder if these taller residential and commercial buildings might interfere with the views for the proposed resort. Resort to me usually means golf

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I have spent some time taking my discussions with my neighbors, and the discussions at the Developers public hearing I attended, and have created an alternative proposal to the one provided. I understand this is a very different idea than the proposal. We would like the commercial area to be C2 with restriction I.e. no truck stops, billboards, automotive dealerships, apartments. We all want to see our community be better, but we want to do that the right way. I think a compromise that allows the residents to keep their views, businesses to be welcomed by happy customers, and the infrastructure to support change will be better for everyone.

Sincerely,

Elizabeth Hosmer
5320 W. Alta Mesa Ave
Laveen Village, AZ 85339
480-729-1450

Nayeli Sanchez Luna

Subject: FW: Community Reaction to proposed Gila Foothills PUD

From: Ferdaus Hossain <fhossa1@yahoo.com>
Sent: Monday, November 7, 2022 8:57 PM
To: Council District 7 PCC <council.district.7@phoenix.gov>
Subject: Community Reaction to proposed Gila Foothills PUD

Hello,
I am writing to you to express my concerns and disapproval of the proposed Gila foothills PUD. My neighbors and I have discussed this at length and we thought we would bring a couple of things to your attention. Our primary concern with this new plan is the municipalities and their infrastructure. The first and forefront is the question: does Laveen have the ability to expand their water supply and sewage to the extent needed for this project?

Along with this comes the idea of safety within our community. The new developments going up, currently, in Laveen are bringing in some "higher dollar" builds. I would assume when we start talking about resort living, resort housing, and other general residential areas that those homes/living situations will likely be in the same boat of an increased base price to build. Add to that the potential car dealership and all of the commercial businesses projected to come into the area, we are creating the opportunity for the likeliness of crime to increase. The cherry on top is that the car dealerships customers will likely be test driving in/near neighborhoods increasing the probability of an automotive accident. Do we have the infrastructure to patrol these areas more regularly, since right now most are fields that our community protectors don't need to keep as close of an eye on? The reason I ask is because a common discussion on our social media groups is the crime and lack of police presence at 51st and Baseline. If we can't keep track of one major intersection, how do we plan to maintain, protect, and prevent crime in the communities surrounding ALL of the intersections in this proposal? Do we have the ability to promptly respond if there is a multi unit safety concern or will we be waiting longer for safety vehicles to arrive because they were helping resolve another incident?

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different idea than the proposal. We would like the commercial area to be C2 with restriction I.e. no truck stops, billboards, automotive dealerships, apartments. We all want to see our community be better, but we want to do that the right way. I think a compromise that allows the residents to keep their views, businesses to be welcomed by happy customers, and the infrastructure to support change will be better for everyone.

I appreciate your time in reading and considering my views.

Sincerely,
Ferdaus Hossain
4412 W Lodge Dr, Laveen, AZ 85339

Nayeli Sanchez Luna

Subject: FW: Refine case NO. Z53228

-----Original Message-----
From: Carlos Manzanedo <cmanz365@icloud.com>
Sent: Wednesday, November 9, 2022 10:05 AM
To: PDD Long Range Planning <pdd.longrange@phoenix.gov>
Subject: Refine case NO. Z53228

I write this letter to inform the city of Phoenix planning and development that i adamantly oppose having this area rezone to commercial property. The area in question is in and near the rural historic Laveen. The area boast one of the last remaining horse properties where you can see residents riding their horses. There are also sheep, goats and cattle that also call this place home. My Wife and I sold our home in Scottsdale near the historic old town. It was a difficult decision however the traffic was becoming unbearable so we opted to move. We narrowed our choices to Queen Creek and Laveen. We choose Laveen because we would be closer to family and because we love Phoenix, being born and raised here. It would be disastrous if t rezoning was approved. Not only would you bring crime and heavy traffic that would make this area unlivable. As it is we face issues with traffic off the freeway in this area to begin with. It's important that we protect areas such like this, it gives character to our city but it also says that we care about our communities. Industrial projects such as this belong on our main roads. Baseline, McDowell, Indian School etc. There are plenty of gas stations and there is a hotel at the casino that boast 500 plus rooms. Please reject this proposal.

Respectfully,
Carlos manzanedo
6026873777

Sent from my iPhone

Nayeli Sanchez Luna

Subject: FW: Opposition Letter to Case Number GPA-LV-3-22-8 and Case Number Z-53-22-8

From: Lyn Davis <lyndavis19@aol.com>
Sent: Monday, November 14, 2022 2:49 AM
To: PDD Long Range Planning <pdd.longrange@phoenix.gov>
Subject: Opposition Letter to Case Number GPA-LV-3-22-8 and Case Number Z-53-22-8

November 11, 2022

Item Numbers: 5 and 6
Case Numbers: GPA-LV-3-22-8 (Companion Case Z-53-22-8) and Z-53-22-8 (Companion Case GPA-LV-3-22-8)
Applicant in Opposition
Lynn Davis
4303 W. Calle Poco, Laveen, AZ 85339
Zoning Hearing: Monday, November 14, 2022 at 6:30 PM

Dear Laveen Village Planning Committee,

We the six residents that reside at 4303 W. Calle Poco, Laveen, AZ 85339 strongly **OPPOSE** and **OBJECT** to Item Number 5, Case Number GPA-LV-3-22-8 (Companion Case Z-53-22-8 and Item Number 6, Case Number Z-53-22-8 (Companion Case GPA-LV-3-22-8, which is a request to amend the General Plan Land Use Map Designation on approximately 282.36 acres located at the southeast corner of 55th Avenue and Carver Road and a request to rezone approximately 281.49 acres located at the southeast corner of 55th Avenue and Carver Road, because amending and rezoning this area is in direct violation of the purpose of this District; which is designed to encourage, preserve and protect the historical, rural, and agricultural character of the area. This proposed development would destroy the calm and peaceful environment of this residential community of larger lots filled with majestic trees, flowers, green grass, citrus trees, beloved pets, horses, livestock, poultry, and quiet moonlit evenings surrounded by natural landscapes.

A truck stop, auto mall, resort, parking garage, and five obtrusive lighted, digital billboards would overtax the infrastructure of our small, rural Laveen Village with overcrowding population, excessive pollution from vehicle emissions and diesel from trucks, noise pollution, an increase in crime such as robbery, theft, drugs, and prostitution, water drainage and sewage issues, an introduction to unwelcome guests with nefarious intentions to our peaceful community, and a surge in accidents caused by an influx of vehicles, trucks and 18 wheelers entering and exiting the roads. A proposed development of this magnitude would usher in the ills and problems of major cities. Laveen Village would cease to be the warm and welcoming enclave to homebuyers seeking to experience peace, tranquility, and the wonders of nature; but instead; evolve into a major, overdeveloped metropolitan city such as New York and Chicago.

Developing the site in this manner will adversely affect the residents; and open the floodgates to other objectionable, commercial ventures; that will destroy this quiet, peaceful environment, and surrounding community. Deleterious factors such as overpopulation, traffic congestion,noise and exhaust pollution, water drainage and sewer issues, traffic accidents, elimination of natural vegetation, and sweltering temperatures created by concrete, asphalt, glass and steel will be the

result of this massive, proposed commercial development. The rural character of Laveen Village will be compromised if this misaligned venture is allowed to proceed.

Item Number 5, Case Number GPA-LV-3-22-8 (Companion Case Z-53-22-8) and Item Number 6, Case Number Z-53-22-8 (Companion Case GPA-LV-3-22-8) **SHOULD NOT BE APPROVED** because this proposed development would be detrimental to the residents; and the rural and agricultural character of the area. This ponderous commercial venture is ill-fitted for Laveen Village and not feasible because the development does not protect or safeguard the community, the environment, and the public.

Thank You

Nayeli Sanchez Luna

Subject: FW: Refine case NO Z53228

-----Original Message-----
From: Cathy Manzanedo <cccmanzanedo@gmail.com>
Sent: Thursday, November 10, 2022 9:58 PM
To: PDD Long Range Planning <pdd.longrange@phoenix.gov>
Subject: Refine case NO Z53228

I'm frustrated beyond words. This area was initially zoned for homes and it should stay that way. This is the last area that homes horses and are frequently riden I've lived my entire life here and we don't need more foot traffic near million dollar properties. Look no further than 51st ave and Baseline all four corners have homeless/ druggies begging for money. Building any commercial properties suggested by the developer would bring this type of problems to this residential area. Say No please!

Cathy A. Manzanedo
6027034605

Sent from my iPhone

PETITION TO OPPOSE CHANGES TO GENERAL PLAN FOR LAND USE AT 51ST AVENUE & ESTRELLA DRIVE

We, the undersigned, being Laveen residents, do hereby go on record as staunchly OPPOSED to any changes to the current General Use Plan, as proposed for the Gila Foothills PUD. We firmly support single-family residential development, as is currently permitted and zoned, however, such massive commercial use is totally inappropriate for this quiet and peaceful all-residential area.

***PLEASE*, DO NOT SUPPORT OR APPROVE THIS CHANGE.**

We OPPOSE Changes To GENERAL LAND USE PLAN @ 51st Avenue & Estrella Drive

PRINTED NAME	SIGNATURE	ADDRESS	PHONE	E-MAIL
Mel Reeves	Mel Reeves	9430 Westwell Ave	6023703320	MAGICMAN1961@AOL.com
Lisa Salinas	Lisa Salinas	12002 S. 43rd Ave Laveen	480 740 6654	
Danny Salinas	Danny Salinas	12002 S. 43rd Ave	—	dansalinas2445@yahoo.
Mary Ann & Al Goldenzia	Mary Ann Goldenzia	4212 W. Geneva Dr	602-620-2495	
Tammy Zink		4602 Gwen Kirk Ave	602 618-5574	
Marie Reagin		4131 W Calle Poco Laveen	480-549-4550	
Mindy Erskine		12010 S 48th Dr Laveen	6023559-8101	regal8r2@AOL.com
Edward Dalley		5225 W CHEATHAM LN LAVEEN	480-369-9256	ed@sonicaudio.com
Susan Henderson		1827 S 54th LN	602.857.641	
Betty Grimes		1826 S 54th LN	602 820 6403	bgrimes@cox.net
DAN Loden		4623 W. Summerside Rd, LAVEEN	623-330-9760	d.Loden@YAHOO.COM
John Bzdok		12120 S. 39th Ave Laveen	2535486846	bzdok@earthlink.net
Carol Litts		rl	2535488284	rl
Kim Lenard		3931 W Fox Rd Laveen AZ	619 347-2650	kim-lenard@yahoo.com
Lucy Lopez		4746 W. McNeil Laveen AZ	602 573-1887	LUCYVALENCIA2@msn.com
Heather Lott		11610 S. 43rd Ave Laveen AZ 85339	602 410-7557	hLott1@gmail.com
Miguel Meraz		4545 W Estrella dr Laveen AZ 85339	602 459 4534	MiguelMeraz88@yahoo.com
Steven Ramirez		5349 w farmhand Dr Laveen AZ 85339	331 333 3883	Paintyourlife@Gmail.com
April Ryan		5132 W Thresher Way 85339	480-232-1064	April.Ryan.Personal@Gmail.com
Steven Richardson		4619 W MAGDALENA LN 85339	4602870238	135RSteve@gmail.com
Sheryl Richardson		4619 W. MAGDALENA LN 85339	4602870246	

We OPPOSE Changes To GENERAL LAND USE PLAN @ 51st Avenue & Estrella Drive

PRINTED NAME	SIGNATURE	ADDRESS	PHONE	E-MAIL
Diane Leos		4327 W. Calle Poco Laveen	480 980 2974	diane2502@yahoo.com
Robert Davis		460 E W Gumina	602 237-5419	
MICHELE VIGIL	Michele Vigil	12120 S 52nd Ave Laveen	602 881-4550	
William Myers	William Myers	" " "	"	
FRANK FIEDLER		47 AVE 1261 35 47 AVE [illegible]	[illegible]	[illegible]
Carolyn Childers		0507 S. 55th Dr Laveen 85339	—	—
TANYA Sanders		5225 W Cheatham LN 85339		
Vickie Ward		8610 S. 54th Ln 85339		
Anita Percell		5325 W LaGrange Dr 85339	602 410 9275	Anitanbrian@yahoo.com
Chris Rosenbluth		11215 S 55th Ln Laveen 85339	404-314-1170	cwrosey77@gmail.com
Alice Williams		12601 South 47th Ave 85339	602/[illegible]	aemyers@hotmail.com
Gerald Williams		12601 South 47 Ave 85339	602/337 2446	gwlaveen@hotmail.com
INES HUGHES		4206 W Carver Rd Laveen 85339	602-451-6212	ines.hughes@gmail.com
GABRIEL FORSBERG		4502 W. ESTRELLA DR LAVEEN 85339	602-237-4332	gabeforsberg@gmail.com
Jeffrey A KLING		11808 S. 47th Drive, Laveen, AZ 85339	602 692-4498	blindfaithzeppelin@yahoo.com
Jared M Luttrell		5544 W Notch Hill Rd, Laveen, AZ 85339	951 834 6024	Jared.Luttrell@gmail.com
Ben Fisher		4745 W. Piedmont DR. Laveen AZ	6012676143	benjamin_fisher@hotmail.
Jessie McKinley		4745 W. Piedmont DR. Laveen AZ	4806003073	
ERIN HARGRAVE		5204 W. Sweet Pea Terr. Laveen AZ 85339	480-272-2518	ermali47@gmail.com
Jennifer Spicer		12435 S 47th Ave Laveen 85339	480-334-2296	Corazones83@mac.com
Ali Hameed		5127 W. Cheatham Ln, Laveen AZ 85339	949-554-7440	alihhameed@gmail.com

We OPPOSE Changes To GENERAL LAND USE PLAN @ 51st Avenue & Estrella Drive

PRINTED NAME	SIGNATURE	ADDRESS	PHONE	E-MAIL
Wanda Schwartz		5514 W Notch Hill, Laveen 85339	8344996	jasmineschwartz@yahoo
Pat Penton		8216 S 42ND Ave Laveen	6023848201	dpenton85339@gmail.com
Laura Murphy		4824 W Estrella Dr. Laveen	602-318-3442	pikemurphy@msn.com
Sydney Harrison		5204 W Sweet Pea Terrace, Laveen	480-406-8163	sydm02000@gmail.com
Kat Leischer		11926 S 38th AVE Laveen	6026143492	KLeischer@theicon.com
MATT LEISCHER		11926 S 38th Ave Laveen	6024052598	mattechperf@gmail.com
PHIL HERTEL		2845 W Broadway 85041	602-276-3200	tophilhertel@hotmail.com
Erika Roman		12216 S 47th Ave 85339	6023058832	erika.roman5629@gmail.com
Tyler Gordon		10633 S 55th Dr, Laveen, AZ 85339	4802037351	tylerc462@yahoo.com
Dana Robledo-Barzcka		5408 W. Thresher Laveen Az 85339	480-628-4856	danarobledo@hotmail.com
Rochelle Price		11605 S. Price Ln Laveen 85339	6024183164	rochellep3@yahoo.com
Brenda Mann		5414 W Olney Laveen 85339	6028190468	Kamworks6@aol.com
~~Alan Mann~~				
ALAN MANN		5414 W. OLNEY LAVEEN AZ 85339	602-269-4098	
Tokcha Romero		6042 S. 65DR. Az 85339	602.237.2602	romeroracing@msn.com
Juan Romero		4315 West Calle Poco Laveen AZ 85339	602-481-0401	
Mario Enriquez		3923 W. Fox Rd Laveen AZ	602-723-2220	Mariaenriquez5@yahoo.com
Jennifer Remmers		11311 S. 53rd Ave Laveen AZ	623-340-6983	jenrem76@gmail.com
Wayne Allen		4330 W. Calle Poco Laveen AZ	602 6642 29	
LAURIE BASSETT		47th & ESTRELLA	6025387654	watrskiing@yahoo.com
JAMES Mimms		4415 W. PASEO WAY LAVEEN, AZ 85339	(817)264-4529	jmimms10@outlook.com

We OPPOSE Changes To GENERAL LAND USE PLAN @ 51st Avenue & Estrella Drive

PRINTED NAME	SIGNATURE	ADDRESS	PHONE	E-MAIL
Roxanne Calleton	R. Calleton	4601 E Gumina Ave	480 7096384	
Robert Burdsal	R. B	4647 W. Gumina Ave	602 373-8630	BURDSALR@GMAIL.COM
L T Kidd	L T Kidd	4011 W Thurman Dr		
Joshua Lofton	Joshua Lofton	4011 W Thurman Dr	602 708 1501	Kathryn_Creer@
Kathryn Creer	Kathryn Creer	11833 S. 44th Ave	602-571-1354	Hotmail.com
Kathleen Cheatham	Kathleen Cheatham	11202 S. 51 Ave	602-237-4619	LKMB1234@aol.com
Lee Cheatham	Lee Cheatham	11002 S 51 Ave	602 390 0882	"
Kinsey Cheatham	Kinsey Cheatham	11261 S 51 Ave	602 526 9417	
LAYLA SCHELLER	Layla Scheller	12020 S. 48th Dr	602 616 9160	LASCHELLER13@GMAIL.COM
ROD GRIMES		11826 S. 47th LANE 85339	602 377 3050	RLGRIMES@GMAIL.COM
Kendall Walker	Kendall Walker	5366 W Country Garden Lane	360 503 6777	kendall.walker19 @gmail.com
Efrain Avina		5366 W Country Garden Ln	(623) 803 8982	megaefrain@yahoo.com
Drew Peel	Drew Peel	5366 W Cayenne	760 617	
Suzanne Jen		11838 S 44th Ave		Suzanne_Jen
Tony Acuto		11878 S. 44th Ave	602 448-75	Tony.Acuto@yah
Patricia Hlebak	P Hlebak	5336 W. La Grange Dr	602 386-7852	PHlebak@gmail.com
Tamra Blake	Tamra Blake	4543 W. Estrella Dr	602 790-9404	horseluvr69@gmail
Jame D Blake	Dayn Blake		602 692-9337	blakemachine@yahoo
MATT MATTE		11809 S. 51st Dr. L	6025641332	MATTMATTE@COX.NET
peyton white	Peyton W.	11809 S. 51st Drive Laveen	6025414677	PEYTONBUGS04@gmail.com
Eugenio Gutierrez		12630 S. 45th Dr. Laveen	602-784-4447	Eugeniogutierrezjr@gmail

We OPPOSE Changes To GENERAL LAND USE PLAN @ 51st Avenue & Estrella Drive

PRINTED NAME	SIGNATURE	ADDRESS	PHONE	E-MAIL
Angelique Roman		12216 S 47th Ave, Laveen	6026725341	AMAKi602@yahoo
Steven Perez		12216 S 47th Ave, Laveen	602 672 5340	SPEREZ602@gmail
Shanell Harper		11822 S. 54th lane laveen AZ 85339	949-436-2494	Mrsshanellharp@gmail
Darnell Harper		11822 S. 54th lane laveen AZ 85339	323-715-1628	dlrd.harper@gmail.com
Jo Anderson		5223 W Thresher Way Laveen AZ 85339	602-526-0486	jotaddanderson@gmail.com
Dina Samora		4617 W. Crivello Laveen 85339	602 399-3100	dsamora4@hotmail
Serena Banuelos		4617W CRivello Ave Laveen 85339	602 540-4764	banuelos serena @gmail.com
SHANE GOWER		4601 W. ESTRELLA DR LAVEEN 85339	602 550 6816	SHANEGOWER @ CASTALDICUSTOM.COM
JUAN GARCIA		12006 S. 47 AVE. LAVEEN 85339	602 573-3026	delcid1955@G.MAIL.COM
KC GRACE		12325 S. 47TH LANE 85339	310.975.4905	KC@KCGRACE.COM
LUCINA LOPEZ		5633 W. NUTCH HILL RD LAVEEN 85339	5804761613	lcvlopez@gmail.com
[illegible]		5633 W NUTCH HILL RD LAVEEN 85339	520 531 [illegible]	[illegible]
PAUL BANTA		3930 W Kayenta Tr Laveen 85339	4803536014	PWBantAz@Gmail.com
Elizabeth Banta		3938 W Kayenta Tr. Laveen 85339	480-353 6019	ebanta3938@gmail.com
EDDIE KNOELL		6465 S. 65 Dr 11 85339	602 314 2892	fiftyfordman1@Gmail
Ana Bustillos		3923 W Foy Rd	6026170502	[illegible]
Ruby Halley		5228 w. sweet pea	602-628-6290	Ruby.Halley@gmail.com
Jon Halley		5228 w. Sweet pea	480-385-8091	JHalley7@hotmail.com
Linda Abegg		5407 W Winston Dr	801-358-1736	linda.abegg@gmail.com

We OPPOSE Changes To GENERAL LAND USE PLAN @ 51st Avenue & Estrella Drive

PRINTED NAME	SIGNATURE	ADDRESS	PHONE	E-MAIL
Cody Vittori		5032 W. ESTRELLA DR	623 826 6035	codiesel performance@gmail.com
CYNTHIA PERIN		4601 W CRIVELLO AVE	602 789 2372	PeeKayPhx@AOL.com
WAYNE HARRISON		5104 W SWEET PEA TERR	480 406 8582	whguitar@gmail.com
John Chleborad		5414 W La Grange Dr Laveen 85339	623 696 5646	jchleborad@gmail
mariah Cabrera		12322 S. 47th Ln Laveen AZ 85339	503-708 1332	Mariah cabrera@yahoo.com
Eric Bain		11925 S. 38th AVE 85331	480-784-7077	allbeachwy@yahoo.com
GALO BARZOLA		5408 W. Threeton Way 85339		ecuamex84@hotmail
Keri Cordon		10633 S 55th DR	602 657 1646	cordon.keri@gmail.com
Hima Marneni		5322 W sweetPea ter, laven, 85339	4697136585	himamarneni@gmail.com
Karen Rote		4027 W. Calle Poco Laveen 85339	6238050	Krote@me.com
DARIO ROBINAUGH		5436 W CHUCK BOX RD LAVEEN 85339	602 775 7348	
Thelma Reeves		4430 W. Estrellar Laveen	602 448 9494	
Kathleen May		11806 547 AVE Laveen	602 980 0039	Kathymaye@aol.com
MARCO ESPARZA		9020 S. 41ST GLEN, LAVEEN, AZ 85339	702.308.5085	MARCOESP33@GMAIL.COM
Erik Enriquez		3923 W Fox Rd Laveen, AZ 85339	928-386-4776	Erikquez5@gmail.com
Rebecca Clarke Robinaugh		5436 W Chuck Box Rd Laveen AZ 85339	520 975 4711	clarke.robinaugh@yahoo.com
JANICE MCBEE		4330 W. Calle Poco Laveen 85339	623-332 5160	BASSETN36@
JAMES Bassett		49th AVE Laveen	602-341-5390	g.com
NORBERT MWANGI		5106 W SWEET AVE LAVEEN	480 375 0423	noryega@gmail.

We OPPOSE Changes To GENERAL LAND USE PLAN @ 51st Avenue & Estrella Drive

PRINTED NAME	SIGNATURE	ADDRESS	PHONE	E-MAIL
Elizabeth Bornemann	EBorn	4444 W Calle Poco	602 476 9220	ebornem@gmail.com
Jerry Bornemann	Jerry Born	"	"	"
Rod Kruegel	RKruegel	4427 W Calle Poco	2925282	Kruegel-RV@Live.ca
Cindy Chleborad	Cchleborad	5414 W. LaGrange Dr.	623-692-5645	Cchleborad@icloud.com
Jennifer Rimar		5634 W. Rainwater Dr.	630-379-3493	jenski68@gmail.com
Thomas Rimar	TRimar	5634 w. Rainwater Dr.	"	"
LISA PIKE	LPike	4824 W. Estrella Dr	602-568-8609	plamunpky@msn.com
Kailee Oines	Koines	5424 W. Sweet Pea Terrace	651-206-4802	Keoines@gmail.com
Jason Samaniego	JS	5424 W. Sweet Pea Terrace	651-206-4802	Jsamaniego@yahoo
Praveen kumar	Praveen	5327 W. Sweet Pea Ter	630730 3832	Praveen.KR12@gmail.com

We OPPOSE Changes To GENERAL LAND USE PLAN @ 51st Avenue & Estrella Drive

PRINTED NAME	SIGNATURE	ADDRESS	PHONE	E-MAIL
David Larson		4518 W Estrella DR	6023843359	Dlarson230@gmail.com
Ugn.ca Dawcat		4518 W. Estrella Dr.	602-384-3624	Mary8625@gmail.com
Tim Cutright		12144 S 47th Ave	602-380-5405	T.J.Cut.1@msn.com
Myrtle Horne		4123 W. Calle Poco	602-390-1148	
Elvin R. Horne		4123 W. Calle Poco	6023901418	elray46@gmail
ROHIT SINGH		11776 S 52ND LN	312-927-7901	ROHIT.RANDEL@gmail.com
Kimberly Roberts		5428 W. Sweet Pea Terr Laveen AZ 85339	623 242 4161	write.kim.roberts@gmail.
Ryan Roberts		5428 W. Sweet Pea Terr Laveen AZ 85339	623 451 7725	write.ryan.roberts@gmail.
Kim Henshaw		11706 S. 42nd Ave Laveen AZ 85339	903 440 6489	kahenshaw@yahoo.
Dave Garreth		4131 W Calle Poco, Laveen AZ 85339	480-734-9423	

We OPPOSE Changes To GENERAL LAND USE PLAN @ 51st Avenue & Estrella Drive

PRINTED NAME	SIGNATURE	ADDRESS	PHONE	E-MAIL
Lance Mimms	Lance Mimms	4415 West Paseo Way	812-230-1656	lmmims@outlook.com
Patrick Nasser-Taylor		11024 S 56th Ln	619-254-9793	patrick.bryan.taylor@gmail.com
Stephanie Hastings	Stephanie Hastings	4813 W. Ardmore Rd	602-832-0734	sds1az@gmail.com
ANGELA ESPINOZA	Angela Espinoza	9020 S 41ST GLN LAVEEN 85339	602 7087000	ANGEEGUTE@YAHOO.COM
Kisha Loewen		3641 S. 59TH Ave phoenix, AZ 85043	4804152757	kishaloewe@gmail.com

LAUROCJ7@HOTMAIL

We OPPOSE Changes To GENERAL LAND USE PLAN @ 51st Avenue & Estrella Drive				
PRINTED NAME	**SIGNATURE**	**ADDRESS**	**PHONE**	**E-MAIL**
SUSAN ALBADIA	Susan Albadiwy	3413 W Ansell Rd		murrays71594 @gmail.com
LAUREN GROVE		12803 S. 47 Av	602 237 3900	

We OPPOSE Changes To GENERAL LAND USE PLAN @ 51st Avenue & Estrella Drive				
PRINTED NAME	**SIGNATURE**	**ADDRESS**	**PHONE**	**E-MAIL**
Candice Bryan	Candice Bryan	4206 W Carver Rd Laveen 85339	4805242090	tycan11@gmail
James Hughes	James Hughes	4206 W Carver RD Laveen 85339	6026257536	perldude69@gmail.com

We OPPOSE Changes To GENERAL LAND USE PLAN @ 51st Avenue & Estrella Drive

PRINTED NAME	SIGNATURE	ADDRESS	PHONE	E-MAIL
PATRICK HANSON	P. H	5353 W LA GRANGE DR	(915) 253-2701	PAT&CECI.HANSON@GMAIL.COM

Nayeli Sanchez Luna

From: Carol Olson (via Google Docs) <ctolson1743@gmail.com>
Sent: Tuesday, February 6, 2024 2:55 PM
To: PDD Laveen VPC
Subject: Gila Foothills PUD

Follow Up Flag: Follow up
Flag Status: Flagged

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Snapshot of the item below:

To	Laveen VPC@phoenix.gov
Cc	tom.bilsten@gmail.com
Bcc	bzdel@earthlink.net
Subject	Gila Foothills PUD

Our names are Curt & Carol Olson and we have lived on 5 acres at 4924 West Estrella Drive since the spring of 1971. We feel fortunate to have experienced Laveen when it was truly a rural, well kept secret. We always knew there would be changes as the city of Phoenix continued to grow and extend its boundaries. We have never opposed any of the developments that have taken place until now. We are wholeheartedly opposed to this development for so many reasons.
We welcomed the 202 Freeway being built and knew that the parcels bordering them would probably be developed commercially–no problem. BUT extending the commercial development East of 51st Avenue is wrong for so many reasons. That parcel is at the base of South Mountain and should remain as larger parcel single story dwellings, maintaining one of the few areas in Laveen with larger homesites.
The commercial developments not adjacent to the freeway should be kept in the “core” of Laveen between Dobbins to Southern.
Putting sculptures on the different corners of 51st Avenue while stacking buildings and business on every piece of open ground is really no more than a tombstone marker to what our area use to be.

We have met with Reid Butler and Tom Bilsten and listened to their description of what the development would be like and a real red flag for us is what they are planning to do with Estrella Drive. Basically they are making us a county cul de sac! They propose moving the public's use of Estrella Drive to the south with the exit onto our portion of Estrella Drive aimed right at our house! When we voiced our concern and suggested they move that further towards the high power line and away from our dwelling, they led us to believe that was a good idea, but their latest drawings show that they didn't listen to a word we said. This has caused us to be distrustful of this rezoning being classified as a PUD. This parcel is the southern boundary of Laveen and should remain rural in character.

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[google.com]

Nayeli Sanchez Luna

Subject: FW: Stop the Gila Foothills PUD from Destroying our Neighborbood - Attend the Village Planning Committee Meeting on Monday, February 12th at 6:30 pm

From: Maria Reagin <laveenresidents@yahoo.com>
Sent: Wednesday, February 7, 2024 7:46 PM
Subject: Stop the Gila Foothills PUD from Destroying our Neighborbood - Attend the Village Planning Committee Meeting on Monday, February 12th at 6:30 pm

If approved as currently proposed, the Gila Foothills PUD would expand commercial zoning from current 24 acres adjacent to Loop 202 to the entire 270+ acres encompassing all the alfalfa fields up to 47th Avenue, and all the vacant land adjacent to Tierra Montana. 18 acres for public use and 225 acres for single-family residential will be replaced with high-density, multifamily rentals (up to 1,700 units) plus auto mall, 10 story hospital, business park, and/or any desired commercial use.

Do you want all of this farmland to become one giant commercial development with auto-mall, 10 story hospital, giant electronic billboards, business park and any other commercial use developer desires?

Do you want up to 1,700 high-density apartments, condos, and 5 story rental units this close to you?

If not, you must attend IN PERSON and make your voice heard, tell all your neighbors to attend IN PERSON. There is power in numbers and the Laveen Village Planning Committee, and the City need to know that WE CARE about this.

Commercial development in our residential neighborhood is TOTALLY INAPPROPRIATE and MUST NOT be allowed!

HOW YOU CAN HELP & HAVE YOUR VOICE HEARD

- **Attend** the Laveen Village Planning Committee **IN PERSON** and let the Committee know know you **OPPOSE** this development and changes to the **General Plan For Land Use** at 51st Avenue & Estella Drive.

- **Bring as many of your neighbors, family, and friends as you can to the meeting.**

- **When** – Monday February 12, 2024 from 6:30 pm to 9:00 pm

- **Location** – Laveen Elementary School District #59, Laveen Education Center, 5001 West Dobbins Road. [google.com]

- Email me at LaveenResidents@yahoo.com and I will send out updates on future meetings and what you can do to help.

- Prepare for the meeing by reading the Developer's proposal at

phoenix.gov/pddsite/Documents/PZ/Z-53-22 Gila Foothills Narrative.pdf



Almost everyone agrees that the City is unable to provide Laveen the resourses it currently needs. Is is my opinion and the opinion of many of our neighbors that: (1) the propsed Gila Foothills PUD is another devlopment that is not good for Laveen and will decrease the quality of life in Laveen; and (2) if inappropriate land use and high density appartments continue to be green lighted by the City, Laveen CRIME Rates will continue to clime, your Property Taxes and Insurance Rates will continue to go up, Trafic will get worst, Schools will become over-crowded, our Parks will continue to be trashed, and there will be more open Drug Use in Laveen.

If this development is allowed to proceed with inappropriate land use and high density appartments, it does not appear at this time that the City has any plans of providing Laveen with additional Law Enforcement and other city service such as building new fire deparments or building more parks.

HELP STOP

- INAPPROPRIATE LAND USE
- HIGH DENSITY APPARTMENTS
- INCREASED TRAFFIC
- RISING CRIME RATE
- FALLING PROPERTY VALUES
- INREASING INSURANCE RATES
- INCREASING PROPERTY TAXES
- OVER CROWDING IN SCHOOLS

Nayeli Sanchez Luna

From: sue friddle <suefriddle@msn.com>
Sent: Wednesday, February 7, 2024 3:14 PM
To: PDD Laveen VPC; Linda Abegg
Subject: Gila Foothills PUD

Follow Up Flag: Follow up
Flag Status: Flagged

My family and I have lived in Laveen at our property on Estrella Drive for 51 years. My husband and I, and our daughters who are also Laveen residents and whose children spend a great deal of time at our property, oppose the rezoning request. Our most strenuous objection is to the realignment of Estrella Dr with the County Lane connection directly in front of the Olsons' residence, as this is just East of our property. We would prefer Estrella remain a through street. If Estrella must be realigned, we urge the realignment to be placed under the power lines so as not to pose a hazard to the Olsons and the Eastern side of our property.

We oppose the proposed commercial development, except what has already been approved near the freeway. We believe all development should be consistent with the character of the community and not allow for towering apartment buildings, storage facilities, or billboards.

Sincerely,
Sue & John Friddle
602-237-4615

To	nayeli.sanchez.luna@phoenix.gov
Cc	tom.bilsten@gmail.com
Bcc	bzdel@earthlink.net
Subject	Gila Foothills PUD

Our names are Curt & Carol Olson and we have lived on 5 acres at 4924 West Estrella Drive since the spring of 1971. We feel fortunate to have experienced Laveen when it was truly a rural, well kept secret. We always knew there would be changes as the city of Phoenix continued to grow and extend its boundaries. We have never opposed any of the developments that have taken place until now. We are wholeheartedly opposed to this development for so many reasons.

We welcomed the 202 Freeway being built and knew that the parcels bordering them would probably be developed commercially–no problem. BUT extending the commercial development East of 51st Avenue is wrong for so many reasons. That parcel is at the base of South Mountain and should remain as larger parcel single story dwellings, maintaining one of the few areas in Laveen with larger homesites.

The commercial developments not adjacent to the freeway should be kept in the “core” of Laveen between Dobbins to Southern.

Putting sculptures on the different corners of 51st Avenue while stacking buildings and business on every piece of open ground is really no more than a tombstone marker to what our area use to be.

We have met with Reid Butler and Tom Bilsten and listened to their description of what the development would be like and a real red flag for us is what they are planning to do with Estrella Drive. Basically they are making us a county cul de sac! They propose moving the public’s use of Estrella Drive to the south with the exit onto our portion of Estrella Drive aimed right at our house! When we voiced our concern and suggested they move that further towards the high power line and away from our dwelling, they led us to believe that was a good idea, but their latest drawings show that they didn’t listen to a word we said. This has caused us to be distrustful of this rezoning being classified as a PUD.

This parcel is the southern boundary of Laveen and should remain rural in character.

Nayeli Sanchez Luna

From: Sheila Lancelotta <slancelotta@comcast.net>
Sent: Thursday, February 8, 2024 6:47 PM
To: Nayeli Sanchez Luna
Cc: PDD Laveen VPC
Subject: I oppose Gila Foothills General Plan AND Zoning plan

Follow Up Flag: Follow up
Flag Status: Flagged

Reference: GPA-LV-3-22-8 (General Plan Amendment) and Z-53-22-8 (Zoning).

Please accept my opposition to BOTH the General Plan case (Agenda Item 4) and the Zoning Case (Agenda Item 5).

I oppose Gila Foothills PUD from expanding the commercial zoning from current 24 acres adjacent to Loop 202 to the entire 270+ acres encompassing all the alfalfa fields up to 47th Avenue, and all the vacant land adjacent to Tierra Montana. the 18 acres for public use and 225 acres for single-family residential will be replaced with high-density, multifamily rentals (up to 2,300 units) plus auto mall, 10 story hospital, business park, and other undesired commercial use. THIS IS NOT WHAT WE NEED!!!!

The city of Phoenix is responsible for appropriate land use!!!!
Please:
· NO HIGH DENSITY APARTMENTS
· Please do on INCREASE THE TRAFFIC
· Please do not contribute to THE RISING CRIME RATE
· PLEAES PROTECT OUR PROPERTY VALUES
· Consider our INSURANCE RATES
· Consider our PROPERTY TAXES
· Consider the OVER CROWDING IN SCHOOLS

I am unable to make the Monday 2.12.24 meeting, but would appreciate my voice being heard.

Link to the meeting agenda is: https://www.phoenix.gov/cityclerksite/PublicMeetings/240212002.pdf

Respectfully,

Sheila Lancelotta
7045 W Beverly Rd
Laveen Az 85339

Nayeli Sanchez Luna

Subject: FW: Opposition to GPA-LV-3-22-8 (General Plan Amendment) and Z-53-22-8 (Zoning)

From: Maria Reagin <mariacreagin@yahoo.com>
Sent: Friday, February 9, 2024 11:48 AM
To: Nayeli Sanchez Luna <nayeli.sanchez.luna@phoenix.gov>
Subject: Opposition to GPA-LV-3-22-8 (General Plan Amendment) and Z-53-22-8 (Zoning)

Dear Laveen Village Counsel Members,
My name is Maria Reagin and I am a resident of Laveen.
I was made aware there will be a Laveen Village Planning Committee meeting this Monday, February 12th at the Laveen Elementary School District #59, Laveen Education Center. This meeting will be the first meeting in the City process to vote on the Gila Foothills PUD. I regret that I am unable to attend this meeting, however it is important that my voice, along with many others, is heard **in opposition** to Case numbers: **GPA-LV-3-22-8 (General Plan Amendment) and Z-53-22-8 (Zoning)**, which I will refer to going forward as the "Gila Foothills PUD".
Our understanding is the request, basically, is asking to expand the currently planned 24 acres Commercial Zoning to beyond 270+ acres, to include an Auto Mall, along with a possibility of a variety of other commercial based businesses, along with high density housing, and a 15-story hospital.
Many of us came to Laveen to escape high density, close commercial areas, and enjoy life in a quiet and mostly remote location. In fact, that was Laveen's claim – [Far enough to be away in the county, but close enough to the city]. Laveen has experienced an extraordinary amount of progress and growth over the past decade: one or two new elementary schools were completed; many more fast-food chains/places have opened; the new Loop 202 which serves us well to get to the West Valley Cities; and of course, many new homes have and are replacing the many farming fields we once had. While progress is good and existing plans may likely be executed as expected, allowing this Gila Foothills PUD expansion as currently proposed is not a good idea.

1. Surrounding neighborhood and unique character of rural Laveen: The current Gila Foothills PUD is not compatible with the surrounding neighborhood. The current neighborhood east of 51st Avenue mainly consists of large single family residential lots up to 5 acres that promote the rural character of Laveen. The neighborhood to the west, Tierra Montana, consists of single-family residential lots. Per the **existing 2015 and the draft 2025** Phoenix General Plan Land Use and Design Principles, the Character Plan contains Land Use and Design Principles from the General Plan that each Village Planning Committee should follow as guidance when evaluating planning related requests. For example, "Land Use: Ensure **future land uses are compatible** with existing neighborhoods" and "**Encourage development of taller and larger buildings** in areas of change **away from single family** and low-rise, multifamily housing. What the Developer is requesting in the Gila Foothills PUD as currently proposed is not compatible with these Land Use and Design Principles and will fundamentally and detrimentally change the neighborhood and the character of Laveen. The Gila Foothills PUD needs to be altered in such a way as to be compatible with the neighborhoods on both sides of 51st Avenue and should in fact blend them together, rather than ramming a HUGE commercial development between them.
2. Traffic Congestion: The expansion plan, in my opinion, does not take into consideration the surrounding area. Laveen, like Phoenix, is on a grid system. Expanding commercial activities and adding high density housing to the Gila Foothills area will result in more traffic congestion and a higher volume of accidents. Have you been at 51st Avenue and Estrella Road or Carver Road recently? On a regular basis (regular being defined as at least every couple days if not more) there is, inevitably, a vehicle collision. If the Gila Foothills PUD is allowed to go forward with the current proposed density of housing and commercial activity, then these accidents will continue in frequency and severity. The traffic mitigation and traffic lights as currently proposed do not adequately address the increase to road use and overall congestion which would result. If you vote to move forward with the Gila Foothills PUD, you will be risking the lives of people in these neighborhoods!

3. We are experiencing a large increase in crime and less-than-ideal activities occurring. There have been three murders at 51st Ave and Baseline over the last 18 months. Over the last few years Laveen has experienced an increase in open drug sales and use, home and car break-ins, and homelessness. There is no police station in the area, and residents (like me) also rely on City of Phoenix and MCSO to understand and work together on their jurisdictions. Bearing this in mind I'm sure you can understand my grave concern of expanding additional commercial footprinting – which will, in turn, increase both traffic up/down 51st Avenue, as well as pedestrian traffic, not to mention those which would seep into existing neighborhoods (like ours) in search for, well, anything. If this development is even remotely considered, we absolutely need a stronger increase of both presence and visibility from City of Phoenix AND MCSO (shameless plug: Both City of Phoenix Police and MCSO have been wonderful and pleasant to work with, and we are eternally grateful for their help and support for our community).
4. Post Office inadequacy: With the mass-expansion of residents here and commerce over the last ~25 years, our local Post-Office has not changed. I was made aware there is/was a plan to move it and expand, but really, that should precede additional development. Based on the number of residents and the service the Post Office provides it's clear it's inadequate to support the current need. I personally dread having to go to our local post office, not because of the employees (they've been great!), but mostly, because of the parking lot and long lines– I don't see it supporting the amount of people driving through. Laveen Planning tells us to expect some ~17,000 new homes in the area.
5. Dark Skies: The dark sky-effect is diminished for those living here. The Gila Foothills PUD as currently proposed includes large digital billboards, multistory parking garages for the Auto mall, a large hospital complex, and 1700-2300 housing units. If this is allowed, we will see the dark night skies cease to exist. We look to the north and can see the glow of Phoenix at nighttime. We look to the south and see darker skies unencumbered from city lights – I like to think that a majority of our residents also feel the same – on keeping our sky dark.

My hope is, at the meeting this evening, you will see our local community share their passion for Laveen and to promote awareness to why it is critical that we do not expand the commercial plan from 24 acres to 'more than 270 Acres'. Our intention is definitely not to "stop progress", but to ensure the progress that will inevitably happen, is done with a greater and stronger scrutiny, care and consideration for the existing residents, the environment, and the many other factors where a great deal of responsibility is not preferred, but essential and required. I ask you to please require the Gila Foothills Development to strike a balance with Community interests for balanced development both commercial and residential, to retain low density residential zoning which currently exists, to require any development to include securing an agreement from Maricopa County to widen S. 51st Avenue from W. Estrella Drive North to Dobbins Road, and to materially increase funding for City Services for Laveen residents.

Thank you for your time,
Maria Reagin
480-544-8550

Nayeli Sanchez Luna

From: Roger McCully <roger.mccully@hotmail.com>
Sent: Friday, February 9, 2024 7:02 AM
To: Nayeli Sanchez Luna
Subject: GPA-LV-3-22-8 (General Plan Amendment) and Z-53-22-8 (Zoning).

Good morning. I am writing to you because I cannot attend the PUD Development meeting.

I write to voice my opposition to the development in the Gila 51st Ave. development plan.
This new development at north and south of Estrella Drive/51st Avenue and extends from the freeway to 47th A*ve. I am against this development as it will significantly impact our large lot residential area south of Carver Road and quite frankly the entire community of Laveen*

Roger McCully
Laveen Resident
XXXX S. 53rd Drive

Sent from my iPhone

Nayeli Sanchez Luna

Subject: FW: Request for Your Support - Please Attend the Laveen Village Planning Committee on Monday Feb. 12 at 6:30pm

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From: Dina Samora <dsamora4@hotmail.com>
Sent: Saturday, February 10, 2024 8:05 PM
To: Nayeli Sanchez Luna <nayeli.sanchez.luna@phoenix.gov>; PDD Laveen VPC <laveenvpc@phoenix.gov>
Subject: Fw: Request for Your Support - Please Attend the Laveen Village Planning Committee on Monday Feb. 12 at 6:30pm

I am not able to make the Feb 12th meeting however I want to vote against building more in Laveen.

Dina Samora

Nayeli Sanchez Luna

Subject: FW: GPA-LV-3-22-8 (General Plan Amendment) and Z-53-22-8 (Zoning)
Attachments: zone01.rtf

Importance: High

From: - Capitol Media Services <capmedia@hotmail.com>
Sent: Saturday, February 10, 2024 5:55 PM
To: PDD Laveen VPC <laveenvpc@phoenix.gov>; Nayeli Sanchez Luna <nayeli.sanchez.luna@phoenix.gov>
Subject: GPA-LV-3-22-8 (General Plan Amendment) and Z-53-22-8 (Zoning)
Importance: High

To members of the Laveen Village Planning Committee:

I wish to express my views on GPA-LV-3-22-8 (General Plan Amendment) and Z-53-22-8 (Zoning).

I moved into Laveen and bought my house here in 1983. I never was under the illusion that the area would remain forever rural. That became clearer as the city continued to annex property. And the construction of the South Mountain Freeway only cemented that change.

I also am appreciative of the work planning committee members have done over the years to accommodate growth while doing what was possible to preserve some of the history and character.

As to this particular request, I also appreciate that the developer has heard at least some of our concerns. Gone is the plan for a truck stop. And I have been given to understand that while there are to be car lots -- which, by necessity, require 24/7 lighting -- that care will be taken to minimize light pollution and glare.

But what seems to be a big sticking point is the part of the property on the south side of Estrella Drive between 47th Avenue and 51st Avenue.

I take the developers at their word that the high-end resort near South Mountain Park, which would be a benefit to the community and the city, is not likely to happen because there is no demand. But their sole fallback position appears to be to instead permit high-density multi-family residential for the entire stretch immediately west of 47th Avenue/

I have looked around Laveen as well as much of the rest of Phoenix. And I can find no other situation where such high-density multi-family residential has been approved immediately adjacent to existing one-acre home sites -- even with the proffered 50-foot buffer.

I have suggested during multiple neighborhood meetings with the developer's representative that there should be a "feathering," if you will, with lower-density single-family homes immediately west of 47th Avenue -- ideally single-level the closest to existing development -- phasing in to higher density single-family, perhaps at the WAPA high-voltage line and the proposed Gila Foothills Parkway. His only response was "I guess we'll have to agree to disagree," hardly a negotiating position.

Please do not use this rezoning and general plan amendment procedure to set a bad precedent. There are other ways to provide a mix of housing and commercial in this area wedged between existing homes, the Gila River Indian Community and South Mountain Park.

Thank you.

Howard Fischer
4502 W. Estrella Dr.
Laveen, AZ 85339
capmedia@hotmail.com
602-390-1170

(I have also attached a version of my comments in RTF format if that is preferable.)

Nayeli Sanchez Luna

From: Jennifer Spicer <corazones3@icloud.com>
Sent: Saturday, February 10, 2024 3:39 PM
To: Nayeli Sanchez Luna; PDD Laveen VPC
Subject: Opposition to GPA-LV-3-22-8 (General Plan Amendment) and Z-53-22-8 (Zoning)

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

My name is Jennifer Spicer. I am a resident of Laveen and live on 47th Avenue directly adjacent to the Gila Foothills PUD. I moved to the area from Buckeye just over two years ago specifically because of the feel of the area. As Buckeye continued to be developed and multiple high-density developments encroached on my house, I looked for a new place to settle that would give me the space and neighborhood feel that I desired while staying close to the city and my job.

I especially liked Laveen because of the distance between residences, the view of the mountains, and the rural feel of the neighborhood. When deciding to purchase in the area, I realized that the amazing fields would not be there forever and the area would continue to be developed. Consequently, before purchasing, my realtor and I did our due diligence in looking at the zoning of the surrounding area. I was pleased to see that though there was some commercial development planned for nearest the highway, the area immediately adjacent to my new home would be residential with larger lots, keeping the density down. This was a deciding factor in my purchasing a house in the area. **I would never have purchased my house had I known there was a plan to convert all that land to commercial and high-density housing!**

I was made aware there will be a Laveen Village Planning Committee meeting this Monday, February 12th at the Laveen Elementary School District #59, Laveen Education Center. This meeting will be the first meeting in the City process to vote on the Gila Foothills PUD. I regret that I am unable to attend this meeting, however, it is important that my voice, along with many others, is heard **in opposition** to Case numbers: **GPA-LV-3-22-8 (General Plan Amendment) and Z-53-22-8 (Zoning)**, which I will refer to going forward as the "Gila Foothills PUD".

Our understanding is the request, basically, is asking to expand the currently planned 24 acres Commercial Zoning to beyond 270+ acres, to include an Auto Mall, along with a possibility of a variety of other commercial-based businesses, along with high-density housing, and a 15-story hospital.

Many of us came to Laveen to escape high density, close commercial areas, and enjoy life in a quiet and mostly remote location. In fact, that was Laveen's claim – [Far enough to be away in the county, but close enough to the city]. Laveen has experienced an extraordinary amount of progress and growth over the past decade: one or two new elementary schools were completed; many more fast-food chains/places have opened; the new Loop 202 which serves us well to get to the West Valley Cities; and of course, many new homes have and are replacing the many farming fields we once had. While progress is good and existing plans may likely be executed as expected, allowing this Gila Foothills PUD expansion as currently proposed is not a good idea.

The current Gila Foothills PUD is not compatible with the surrounding neighborhood. The current neighborhood east of 51st Avenue mainly consists of large single-family residential lots up to 5 acres that promote the rural character of Laveen. The neighborhood to the west, Tierra Montana, consists of single-family residential lots.

Per the **existing 2015 and the draft 2025** Phoenix General Plan Land Use and Design Principles, the Character Plan contains Land Use and Design Principles from the General Plan that each Village Planning Committee should follow as guidance when evaluating planning-related requests. For example, "Land Use: Ensure **future land uses are compatible** with existing neighborhoods" and "**Encourage development of taller and larger buildings** in areas of change **away from single-family** and low-rise, multifamily housing. What the Developer is requesting in the Gila Foothills PUD as currently proposed is not compatible with these Land Use and Design Principles and will fundamentally and detrimentally change the neighborhood and the character of Laveen. The Gila Foothills PUD needs to be altered in such a way as to be compatible with the neighborhoods on both sides of 51st Avenue and should in fact blend them together, rather than ramming a HUGE commercial development between them.

Laveen has the opportunity to control the direction of the local development to create a welcoming community that people will want to visit and partake in the unique rural feel of our beautiful area. The proposed development will make Laveen feel like "Anywhere Phoenix" and detract from the existing neighborhood, so I completely oppose the Gila Foothills PUD proposal.

I hope that, at the meeting this evening, you will see our local community share their passion for Laveen and promote awareness of why we mustn't expand the commercial plan from 24 acres to 'more than 270 Acres'. Our intention is definitely not to "stop progress", but to ensure the progress that will inevitably happen is done with greater and stronger scrutiny, care, and consideration for the existing residents, the environment, and the many other factors where a great deal of responsibility is not preferred, but essential and required. I ask you to please require the Gila Foothills Development to strike a balance with Community interests for balanced development both commercial and residential, to retain low-density residential zoning which currently exists, to require any development to include securing an agreement from Maricopa County to widen S. 51st Avenue from W. Estrella Drive North to Dobbins Road, and to materially increase funding for City Services for Laveen residents.

I have seen and heard the presentation that John Bzdel will present at the Laveen Village Planning Committee meeting this Monday, February 12th, and wholly agree and support his proposal.

Thank you for your time and for taking into consideration the impact of this development on myself, my neighbors, and Laveen!

Sincerely,

Jennifer Spicer
12435 S 47th Avenue
Laveen, AZ 85339
480-334-2296

Nayeli Sanchez Luna

From: Ali Williams <aemyuma@hotmail.com>
Sent: Sunday, February 11, 2024 9:52 AM
To: Nayeli Sanchez Luna; Mayor Gallego
Subject: FW: Case numbers GPA-LV-3-22-8 and Z-53-22-8 Gila Foothills

Follow Up Flag: Follow up
Flag Status: Flagged

Sent from Mail [go.microsoft.com] for Windows

From: Ali Williams <aemyuma@hotmail.com>
Sent: Sunday, February 11, 2024 9:38:03 AM
To: laveenvpc@phoenix.gov <laveenvpc@phoenix.gov>; anyeli.sanchez.luna@phoenix.gov <anyeli.sanchez.luna@phoenix.gov>
Subject: Case numbers GPA-LV-3-22-8 and Z-53-22-8 Gila Foothills

To Whom It May Concern and Should Concern:
I have been a resident since 2006 at 12601 South 47th Avenue, Laveen, Az. I am writing you to oppose the current request for rezoning of parcels in the corner of 47th Avenue and Estrella Drive. The proposed plan before you does NOT abide by the rural area and surrounding custom home properties. Nor does this plan before you a true fit for the last remaining true Laveen!
I would like to mention that I agreed to host a "neighborhood" meeting at my house several times with Reid Butler and Tom Bilsten. During the time of these meetings, we, as a group NEVER agreed to this development. We tried to keep our rural road as it is and Mr. Butler showed us several handouts of doing just that. Since the last meeting with these two men, we, as a group of neighbors that reside on 47th Avenue have learned that Mr. Butler has informed other neighbors in our area that we, as a group, do agree of his development plans for the parcels in front of our homes – this is NOT true and is false, misleading, mis representation and **flat out dishonest**!
I agree with John Bzdel and choose Mr. Bzdel to represent me, my interests and concerns regarding this development, Gila Foothills.

Alice E. Williams
12601 S 47th Avenue
Laveen, Az 85339
602/363-7750

Sent from Mail [go.microsoft.com] for Windows

Nayeli Sanchez Luna

From: D in AZ <darcy3535@gmail.com>
Sent: Sunday, February 11, 2024 3:36 PM
To: Nayeli Sanchez Luna; PDD Laveen VPC
Subject: Opposition to GPA-LV-3-22-8 (General Plan Amendment) and Z-53-22-8 (Zoning)

Follow Up Flag: Follow up
Flag Status: Flagged

Re: Opposition to GPA-LV-3-22-8 (General Plan Amendment) and Z-53-22-8 (Zoning)
To whom it may concern,

These two proposed plans are the exact opposite of what should be in Laveen. Crime is out of control, people are sleeping in Carver Mountain, homeless and people struggling with drugs and mental health are loitering at gas stations and along store fronts, and the monstrosity of what is planned for this acreage is going to be detrimental for what's left of Laveen's rural area. Isn't there a 1 billion-dollar complex going up just a mile from this property, not to mention all that has come up at Baseline? Is it a rule that towns need to develop at every exit? Why do planning committees feel the need to approve more buildings to make a developer wealthier but it's the residents that have to suffer for years to come?

All of these planned amendments and zoning changes are not appropriate to this area. The residents don't want the additional traffic, unsightly complexes, and increased crime because we can't even handle what we have already. It doesn't fit this area. Period.

Benjamin Meyer

3535 W Bohl St

Laveen

Nayeli Sanchez Luna

From: Benjamin Meyer <ben.meyer3456@gmail.com>
Sent: Sunday, February 11, 2024 5:03 PM
To: Nayeli Sanchez Luna; PDD Laveen VPC
Subject: Opposition to GPA-LV-3-22-8 and Z-53-22-8

Follow Up Flag: Follow up
Flag Status: Flagged

To the Laveen Planning Committee,

I'm in opposition to GPA-LV-3-22-8 and Z-53-22-8 because I'm a neighbor who lives pretty close to this and it will totally change this area for the worse forever. What's left of our quaint rural area with the beautiful views will be lost forever. I'm not the only one who thinks it's already scary to shop here, this town looks run down, the streets are dirty and unkempt, homeless and those struggling with mental health issues are sleeping and loitering in many places, including Carver Mtn, even-until recently-sleeping amongst the discarded Christmas trees by the park.

Autoplexes, digital billboards, warehouses, a hospital, more apartments to block our views and whatever else they have planned are not fitting for this area and it's a shame if the Laveen Planning Committee would approve this. I'm almost wondering if the planning committee even lives in Laveen- why would you want this in your town that has enough crime, blight, homelessness, crowded schools, and dangerous intersections already? I'm sure some think it'll be nice--until it's not nice anymore and the residents here have to deal with all the effects. Say no to these proposals and do what's right for the neighbors, not the developers.

Darcy Meyer

3535 W Bohl St

Laveen 85339

Nayeli Sanchez Luna

From: Gerry Williams <glwlaveen@hotmail.com>
Sent: Sunday, February 11, 2024 10:34 AM
To: Nayeli Sanchez Luna; PDD Laveen VPC; Mayor Gallego
Subject: Gila Foothills Development GPA-LV-3-22-8 and Z-53-22-8

Follow Up Flag: Follow up
Flag Status: Flagged

To Whom It May Concern:
I, Gerald L. "Gerry" Williams, have resided at 12601 South 47th Avenue in Laveen, Az since July of 1994. I strongly oppose the above mentioned purposed development! It does not fit nor blend in with the current residential area of rural Laveen. It would be surrounded by custom homes with various types of livestock. The current plan in place is more of a correct fit for this residential area.
I purchased my home because I loved the views of the Estrella Mountain Range, the fireplace built in my home, the acreage and the quietness of the rural area! Sadly, the views and quietness will disappear with the current purposed plan. It has been brought to my attention that Mr. Reid Butler has been misleading my surrounding neighbors that myself, my wife and the other 9 neighbors of 47th Avenue are in agreement of his development - this is NOT true and is very dishonest of Mr. Butler!! Myself and wife hosted a few meetings with Mr. Butler and Mr. Tom Bilsten with our neighbors but we **NEVER agreed to this development plan**. I believe this development team, Reid Butler and Tom Bilsten divided our community up to conquer!

At this point, I am in agreement with Mr. John Bzdel's purposed plan and give Mr. Bzdel complete authority to represent my interest in this matter.
I
do have to state that I am concerned that Mr. Butler will be vindictive upon hearing this and I will end up with a four story building in front of my property!!!! Is the development going to pay for the loss of our views, after all, that is a major selling point on ALL real estate!!

Thank you for your time,
Gerald L. "Gerry" Williams
12601 South 47th Avenue
Laveen, Az 85339
602/339-2466

Nayeli Sanchez Luna

From: Janice McBee <azmcbee@gmail.com>
Sent: Sunday, February 11, 2024 7:47 PM
To: PDD Laveen VPC
Subject: GPA-LV-3-22-8 & Z-53-22-8

Follow Up Flag: Follow up
Flag Status: Flagged

I'm a Laveen resident and am in complete opposition to the proposed changes in the General plan. A car mall is not conducive of the feel of a rural Laveen. And a hospital with the height is unacceptable. No where along the 202 are buildings that high.

Nayeli Sanchez Luna

From: azmcbee <azmcbee@gmail.com>
Sent: Sunday, February 11, 2024 7:43 PM
To: Nayeli Sanchez Luna
Subject: GPA-LV-3-22-8 & Z-53-22-8

Follow Up Flag: Follow up
Flag Status: Flagged

I'm in opposition to the General plan Amendments. A hospital at that location is unacceptable with its height. Also a car mall is not conducive of the rural feel of Laveen. Buildings that high are nowhere to be found along the 202.
Sent from my Verizon, Samsung Galaxy smartphone

Laveen Citizens for Responsible Development
P.O. Box 194
Laveen AZ
THELCRD.ORG
THELCRD@GMAIL.COM

At the February 5, 2024 LCRD meeting there was a presentation from the community regarding the Gila Foothills development project. The 25 minute power point presentation was very detailed and informative. There were approximately 40 people in attendance for this case.

In addition to the issues raised in the Power Point presentation, there were many other concerns raised. Those included:

a) No traffic study has been done to address the impact of increased traffic on Carver Road.
b) No traffic study has been done to address increased commercial traffic on 55th Avenue
c) No study has been done on the impact this will have on South Mountain Park
d) There is concern for the preservation of the dark skies in the area
e) There is no study on how the increased sound will impact the area
f) There has been no environmental impact study done
g) With current shortages, how law enforcement can handle this massive increase in activity
h) There is no discussion of a much needed fire station for the area
i) How this extremely high density is not compatible with the area

The LCRD Board had concerns with:

a) The applicants refusal to present their plan for our consideration.
b) The lack of all of the studies the community had concerns with.
c) The proposed hospital is only two miles from the other hospital to be in the area
d) The amount of high density apartments and lack of single family residences
e) The lack of details being provided for this entire project

In consideration of all of the above points The LCRD could not make a recommendation for this project. This case has a lot of merit, as does the position of the surrounding community. It was felt that somewhere in the middle of the two opposite sides is a good compromise. We need to take the time to explore that.

One stipulation that was agreed on was that due to the lack of details, every site of the development must be subject to the PHO process allowing for the LVPC and the community to have input

The LCRD unanimously voted to recommend this case be continued at the LVPC, and sent back to the community to allow the applicant and the community to work together towards answering many of the questions and resolving some of the issues

Thank you for your consideration.

The Board of Directors of the LCRD

February 10, 2024

Item Number: 4
Case Number: GPA-LV-3-22-8 (Companion Case Z-53-22-8)
APPLICANT IN OPPOSITION TO GILA FOOTHILLS PUD
Lynn Davis
4303 W. Calle Poco Laveen, AZ 85339
Zoning Hearing: Monday, February 12, 2024, at 6:30 PM
nayeli.sanchez.luna@phoenix.gov

Dear Nayeli Sanchez Luna,

We the six residents that reside at 4303 W. Calle Poco, Laveen, AZ 85339, strongly **OPPOSE** and **OBJECT** to Item Number 4, Case Number GPA-LV-3-22-8 (Companion Case Z-53-22-8), which is a request to amend the General Plan Land Use Map Designation on approximately 282.36 acres located at the southeast corner of 55th Avenue and Carver Road, because amending this area is in direct violation of the purpose of this District; which is designed to encourage, preserve and protect the historical, rural, and agricultural character of the area. This proposed development would destroy the calm and peaceful environment of this residential community of larger lots filled with majestic trees, flowers, green grass, citrus trees, beloved pets, horses, livestock, poultry, and quiet moonlit evenings surrounded by natural landscapes.

A truck stop, auto mall, resort, parking garage, and five obtrusive lighted, digital billboards would overtax the infrastructure of our small, rural Laveen Village with overcrowding population in our schools and neighborhoods, excessive pollution from vehicle emissions and diesel from trucks, noise pollution, an increase in crime such as robbery, theft, drugs, prostitution, sex-trafficking, water drainage and sewage issues, an introduction to unwelcome guests with nefarious intentions to our peaceful community, and a surge in accidents caused by an influx of vehicles, trucks and 18 wheelers entering and exiting the roads. A proposed development of this magnitude would usher in the ills and problems of major cities. Laveen Village would cease to be the warm and welcoming enclave to homebuyers seeking to experience peace, tranquility, and the wonders of nature; but instead; evolve into a major, overdeveloped metropolitan city such as New York and Chicago.

Developing the site in this manner will adversely affect the residents; and open the floodgates to other objectionable, commercial ventures; that will destroy this quiet, peaceful environment, and surrounding community. Deleterious factors such as overpopulation, traffic congestion, noise and exhaust pollution, water drainage and sewer issues, traffic accidents, elimination of natural vegetation, and sweltering temperatures created by concrete, asphalt, glass, and steel will be the result of this massive, proposed commercial development. The rural character of Laveen Village will be compromised if this misaligned venture is allowed to proceed.

Item Number 4, Case Number GPA-LV-3-22-8 (Companion Case Z-53-22-8) **SHOULD NOT BE APPROVED** because this proposed development would be detrimental to the residents, and the rural and agricultural character of the area. This ponderous commercial venture is ill-fitted for Laveen Village and not feasible because the development does not protect or safeguard the community, the environment, and the public.

Thank You

February 10, 2024

Item Number: 5
Case Number: Z-53-22-8 (Companion Case GPA-LV-3-22-8)
APPLICANT IN OPPOSITION TO GILA FOOTHILLS PUD
Lynn Davis
4303 W. Calle Poco Laveen, AZ 85339
Zoning Hearing: Monday, February 12, 2024, at 6:30 PM
LaveenVPC@phoenix.gov

Dear Laveen Village Planning Committee,

We the six residents that reside at 4303 W. Calle Poco Laveen, AZ 85339 strongly **OPPOSE** and **OBJECT** to Item Number 5, Case Number Z-53-22-8 (Companion Case GPA-LV-3-22-8, which is a request to rezone approximately 281.49 acres located at the southeast corner of 55th Avenue and Carver Road, because rezoning this area is in direct violation of the principal purpose of this Zoning District; which is to conserve and protect farms and other open land uses, foster orderly growth in rural areas, prevent urban and agricultural land use conflicts, and encourage sustainable development. High density, towering buildings reaching heights up to 150 feet will be eyesores against the backdrop of sustainable, lush farms, and the green, serene landscape of this rural area. This proposed development would destroy the calm and peaceful environment of this residential community of larger lots filled with majestic trees, flowers, green grass, citrus trees, beloved pets, horses, livestock, poultry, and quiet moonlit evenings surrounded by natural landscapes. The founding fathers of Laveen Arizona created these rural zoning districts to protect the community and the environment from harmful, destructive, and intrusive commercial developments such as the Gila Foothills PUD. Our small, peaceful community is at risk and this zoning request should be denied.

A truck stop, auto mall, resort, towering buildings, parking garage, and five obtrusive lighted, digital billboards would overtax the infrastructure of our small, rural Laveen Village with overcrowding population in our schools and neighborhoods, excessive pollution from vehicle emissions and diesel from trucks, noise pollution, an increase in crime such as robbery, theft, drugs, and prostitution, sex-trafficking, water drainage and sewage issues, an introduction to unwelcome guests with nefarious intentions to our peaceful community, and a surge in accidents caused by an influx of vehicles, trucks and 18 wheelers entering and exiting the roads. A proposed development of this magnitude would usher in the ills and problems of major cities. Laveen Village would cease to be the warm and welcoming enclave to homebuyers seeking to experience peace, tranquility, and the wonders of nature; but instead; evolve into a major, overdeveloped metropolitan city such as New York and Chicago.

Developing the site in this manner will adversely affect the residents; and open the floodgates to other objectionable, commercial ventures; that will destroy this quiet, peaceful environment, and surrounding community. Deleterious factors such as overpopulation, traffic congestion, noise and exhaust pollution, water drainage and sewer

issues, traffic accidents, elimination of natural vegetation, and sweltering temperatures created by concrete, asphalt, glass and steel will be the result of this massive, proposed commercial development. Scenic vistas of sunny skies, magnificent mountains, beautiful landscapes, star-filled evenings, and moonlight paradises will be transformed into noisy, glaring, blinding lights of billboards, skyscrapers, and incessant traffic. The rural character of Laveen Village will be compromised if this misaligned venture is allowed to proceed.

Item Number 5, Case Number Z-53-22-8 (Companion Case GPA-LV-3-22-8) **SHOULD NOT BE APPROVED** because this proposed development would be detrimental to the residents, and the rural and agricultural character of the area. This ponderous commercial venture is ill-fitted for Laveen Village and not feasible because the development does not protect or safeguard the community, the environment, and the public. The Gila Foothills PUD is contrary to the principal purpose of this zoning district to conserve and protect farms and other open land uses, foster orderly growth in rural areas, prevent urban and agricultural land use conflicts, and encourage sustainable development. **PLEASE DENY ITEM NUMBER 5, CASE NUMBER Z-53-22-8 (COMPANION CASE GPA-LV-3-22-8).**

Thank You

Nayeli Sanchez Luna

From: jenski68@gmail.com
Sent: Monday, February 12, 2024 4:59 AM
To: Nayeli Sanchez Luna
Subject: GILA PUD

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

I am in opposition to the Gila foothills PUD. If you need me to sign a petition please let me know.

Sincerely
Jennifer Domzalski
Ellison trails
Sent from my iPhone

ATTACHMENT C

City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

To: Laveen Village Planning Committee **Date:** March ~~16~~ 18, 2024

From: Nayeli Sanchez Luna
Village Planner

Subject: ITEM NO. 4 (Z-53-22-8) – APPROXIMATELY 860 FEET SOUTH OF THE SOUTHWEST CORNER OF 51ST AVENUE AND CARVER ROAD

The purpose of this memo is to recommend modified stipulations in response to community concerns and the applicant's request to modify and add stipulations.

Rezoning Case No. Z-53-22-8 is a request to rezone 288.63 acres of S-1 (Ranch or Farm Residence), S-1 (Approved C-2 PCD) (Ranch or Farm Residence, Approved Intermediate Commercial, Planned Community District), S-1 (Approved R-2 PCD) (Ranch or Farm Residence, Approved Multifamily Residence District, Planned Community District), S-1 (Approved R-3 PCD) (Ranch or Farm Residence, Approved Multifamily Residence District, Planned Community District), S-1 (Approved R-3A PCD) (Ranch or Farm Residence, Approved Multifamily Residence District, Planned Community District), S-1 (Approved R1-10 PCD) (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District), S-1 (Approved R1-18 PCD) (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District), S-1 (Approved R1-8 PCD) (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District), S-1 (Approved RH/R1-10 PCD) (Ranch or Farm Residence, Approved Resort District/Single-Family Residence District, Planned Community District) to PUD (Planned Unit Development) for the Gila Foothills PUD to allow single and multifamily residential, commercial uses, and some commerce park.

The Laveen Village Planning Committee (VPC) heard this request on February 12, 2024, and recommended a continuance by a vote of 8-0. The VPC and public voiced numerous concerns including allowed uses, density, height, buffering, design standards, and street configuration.

The applicant has been working with the committee, adjacent property owners, and the Laveen Citizens for Responsible Development (LCRD) to address the community concerns. As a result, the applicant has requested the following modifications and additional stipulations reflected below.

Staff recommends approval, per the modified stipulations in **bold** font below:

1. An updated Development Narrative for the Gila Foothills PUD reflecting the changes approved through this request shall be submitted to the Planning Department within 30 days of City Council approval of this request. The

updated Development Narrative shall be consistent with Development Narrative date stamped February 1, 2024, as modified by the following stipulations.

a. Front Cover, add “City Council adopted: [Insert Adoption date]”

b. Page 16, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses: Add a paragraph under the heading as follows:

All temporary uses shall comply with Section 708 of the Phoenix Zoning Ordinance.

c. Page 16, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses: Add a paragraph under the heading as follows:
The permitted land uses depicted below are restricted to the maximum square footage of the land use assumptions established in Appendix A2. Land Use Assumptions for Street Master Plan. Each developer shall be required to provide an updated land use matrix illustrating maximum land use square footages in compliance with Appendix A2. Land Use Assumptions for Street Master Plan. Amendments to increase these established land use assumptions may be administered through a PUD Minor Amendment and shall require an updated Traffic Impact Analysis incorporating the increased assumptions.

D. PAGE 16, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNIT 1: ADD “SINGLE-FAMILY RESIDENTIAL.”

E. PAGE 16, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNITS 2, 3, AND 4A: ~~DELETE~~ MODIFY “SELF SERVICE STORAGE (LIMITED TO A MAXIMUM TOTAL OF ~~TWO~~ ONE (~~2~~1) ~~ACROSS THE ENTIRE PUD SITE~~ WITHIN THE HUB CHARACTER AREA)”.

~~d.~~ **F.** Page 16, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Units 2, 3, 4A: Add the following bullet point:

- Hospitals
  - Minimum 100 inpatient beds required **TO ACHIEVE THE ADDITIONAL 500 UNITS REFERENCED IN THE DEVELOPMENT STANDARDS TABLE 6: MISCELLANEOUS**.

G. PAGE 20, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNIT 5 AND 6: ADD THE FOLLOWING:

- **SINGLE-FAMILY RESIDENTIAL IS ALLOWED IN DEVELOPMENT UNIT 5.**

H. PAGE 20, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNITS 8: DELETE "ALL TYPES OF OFFICE."

I. PAGE 20, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNIT 8: ADD THE FOLLOWING:

- **SINGLE-FAMILY RESIDENTIAL.**

J. PAGE 20, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNITS 8: ADD THE FOLLOWING:

PROFESSIONAL, MEDICAL, DENTAL AND ADMINISTRATIVE OFFICE USE INCLUDING CLERICAL OR SALES REPRESENTATIVE OFFICES. NO COMMODITY OR TANGIBLE PERSONAL PROPERTY, EITHER BY WAY OF INVENTORY OR SAMPLE, SHALL BE STORED, KEPT, OR EXHIBITED IN ANY SAID OFFICE OR ON THE PREMISES WHEREIN THE SAID OFFICE IS LOCATED EXCEPT MATERIALS ASSOCIATED WITH PROFESSIONAL OR MEDICAL PRACTICE. SUCH OFFICE USE SHALL NOT INCLUDE:

A. BRANCH OFFICES FOR THE FOLLOWING: BANKS, BUILDING AND LOAN ASSOCIATIONS, BROKAGE HOUSES, SAVINGS AND LOAD ASSOCIATIONS, FINANCE COMPANIES, TITLE INSURANCE COMPANIES, TITLE INSURANCE COMPANIES AND TRUST COMPANIES.

B. VETERINARY OFFICES.

K. PAGE 21, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNIT 9A: ADD THE FOLLOWING:

- **SINGLE-FAMILY RESIDENTIAL.**

~~f.~~ **L.** Page 21, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Unit 9B: Modify the third bullet point to "Alcohol sales as an accessory use."

~~e.~~ **M.** Page 21, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Units 9A, 9B, and 10: Add a sub-bullet point under "Multifamily" as follows:

Only permitted if building permits for a resort have not been issued within ~~three~~ **FIVE** years of the dedication of Gila Foothills Parkway and no sooner than five years after the adoption of the PUD.

N. PAGE 23, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PROHIBITED LAND USES, ALL DEVELOPMENT UNITS: ADD ~~"SELF SERVICE STORAGE" AND~~ "PAWN SHOPS".

~~g.~~ **O.** Page 25, Section 3.3 Roadway Circulation, 51st Avenue: Remove all reference to "half-street improvements" and modify to "full limits" of 51st Avenue.

~~h.~~ **P.** Page 28, Section 3.3 Roadway Circulation, Exhibit 11 – Conceptual Trail Plan: Modify to show the MUT on the south and west sides of Gila Foothills Parkway.

~~i.~~ **Q.** Page 28, Section 3.3 Roadway Circulation, Exhibit 11 – Conceptual Trail Plan: Remove "or Planned" from the legend heading.

R. PAGE 32, EXHIBIT 14, UPDATE TO REFLECT THE UPDATED MAXIMUM HEIGHT ALLOWED.

S. PAGE 39, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 1: BUILDING SETBACKS: UPDATE THE SETBACKS FOR DEVELOPMENT UNIT 10 ALONG GILA FOOTHILLS PARKWAY TO 25 FEET.

~~j.~~ **T.** Page 39, Section 4. Development Standards, Development Standards Table 1: Building Setbacks: Add a row to the end of the table for the Property Line shared with South Mountain Park; and require a ~~**25**~~ **50**-foot setback for Development Units 9A, 9B, and 10.

~~k.~~ **U.** Page 41, Section 4. Development Standards, Development Standards Table 3: Landscape Buffers, 47th Avenue: Switch the provisions for Development Units 9A and 9B.

~~l.~~ **V.** Page 41, Section 4. Development Standards, Development Standards Table 3: Landscape Buffers: Add a row to the end of the table for the Property Line shared with South Mountain Park, and require a ~~**25**~~ **50**-foot buffer for Development Units 9A, 9B, and 10. Also add a footnote to see the South Mountain Perimeter Zone provisions on pages 64 and 95.

W. PAGE 41, SECTION 4. DEVELOPMENT STANDARDS, TABLE 4: BUILDING HEIGHT, UPDATE THE MAXIMUM BUILDING HEIGHT FOR DEVELOPMENT UNITS 3, 4A, 4B, AND 6 TO ALLOW A MAXIMUM OF 40 FEET.

X. PAGE 41, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 4: BUILDING HEIGHT: MODIFY FOOTNOTE (1) AS FOLLOWS:

HOSPITAL USES MAY BE UP TO 120 FEET IN HEIGHT FOR UP TO 20% OF THE AREA OF THE DEVELOPMENT UNIT.

Y. PAGE 41, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 4: BUILDING HEIGHT: ADD FOOTNOTE (3) TO APPLY TO DEVELOPMENT UNITS 2, 3, 4A, 4B THAT STATES THE FOLLOWING:

PARKING GARAGES ACCESSORY TO AN AUTOMOBILE DEALERSHIP MAY BE UP TO 56 FEET IN HEIGHT.

Z. PAGE 41, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 4: BUILDING HEIGHT: ADD FOOTNOTE (4) TO APPLY TO DEVELOPMENT UNITS 9A, 9B, AND 10 THAT STATES THE FOLLOWING:

RESORT USES MAY BE UP TO 48 FEET IN HEIGHT, SUBJECT TO DEVELOPMENT STANDARDS TABLE 5: BUILDING STEP BACK.

AA. PAGE 42, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 5: BUILDING STEP BACK: UPDATE THE FIRST COLUMN REFERENCING THE PROPERTY LINE SHARED WITHIN TIERRA MONTANA AS FOLLOWS:

PROPERTY LINE SHARED WITH (OR MEASURED FROM) TIERRA MONTANA NEIGHBORHOOD

~~m.~~ **BB.** Page 42, Section 4. Development Standards, Development Standards Table 5: Building Step Backs, Gila Foothills Parkway and 51st Ave: Switch the provisions for Development Unit 6.

~~n.~~ **CC.** Page 42, Section 4. Development Standards, Development Standards Table 5: Building Step Backs: Add the following to the end of Footnote (3):

An additional foot of height will be allowed for every two additional feet of setback.

DD. PAGE 42, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 5: BUILDING STEP BACK: ADD FOOTNOTE (7) TO DEVELOPMENT UNIT 2 THAT STATES THE FOLLOWING WITHIN THE "PROPERTY LINE SHARED WITH (OR MEASURED FROM) TIERRA MONTANA NEIGHBORHOOD" ROW IN THE TABLE:

56-FOOT MAXIMUM BUILDING HEIGHT WITHIN 900 FEET OF THE TIERRA MONTANA NEIGHBORHOOD.

EE. PAGE 43, SECTION 4, DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 6: MISCELLANEOUS, MAXIMUM RESIDENTIAL DENSITY, DEVELOPMENT UNIT 8: UPDATE THE DENSITY TO 14 DU/AC; AND 2.34 DU/ACRE FOR THE FIRST 500 FEET; AND A FOOTNOTE THAT STATES THE FOLLOWING:

THE FIRST 500 FEET IS MEASURED FROM BOTH ESTRELLA DRIVE AND 47TH AVENUE TO CREATE AN "L" SHAPED DEVELOPMENT AREA. SEE DEVELOPMENT UNIT 8 DENSITY EXHIBIT AND TABLE 7 FOR SINGLE-FAMILY DEVELOPMENT STANDARDS.

~~p.~~ **FF.** Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous: Delete the row for Maximum Number of Units.

~~q.~~ **GG.** Page 43, Section 4. Development Standards, **DEVELOPMENT STANDARDS TABLE 6:** Miscellaneous ~~**Table**~~, Parking Standards, first bullet: ~~**Add "model" to the end.**~~ **DELETE THE FIRST BULLET REGARDING THE SALE OF EV OR HYBRID AUTOMOBILES.**

~~r.~~ **HH.** Page 43, Section 4. Development Standards, **DEVELOPMENT STANDARDS TABLE 6:** Miscellaneous ~~**Table**~~, Parking Standards, fourth bullet: Remove "not to exceed 10 chargers."

~~s.~~ **II.** Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous, Footnotes: Modify ~~**the end of**~~ Footnote (1) ~~**to add the following**~~ **AS FOLLOWS**:

THE ENTIRE OVERALL PUD SITE MAY BE DEVELOPED WITH A MAXIMUM OF 1,700 RESIDENTIAL UNITS. HOTEL GUEST ROOMS DO NOT COUNT TOWARDS THE MAXIMUM 1,700 DWELLING UNITS FOR THE OVERALL PUD SITE. UPON CERTIFICATE OF OCCUPANCY OF A LEVEL 1 TRAUMA CENTER HOSPITAL, AS DEFINED BY THE ARIZONA DEPARTMENT OF HEALTH SERVICES, IN DEVELOPMENT UNIT 2 AN ADDITIONAL 500 DWELLING UNITS ABOVE THE 1,700 CAP ARE PERMITTED WITH

DEVELOPMENT UNITS 2 AND 5. Additional review and approval is required for **~~the additional 500 units~~ ANY MULTIFAMILY DEVELOPMENT IN DEVELOPMENT UNITS 2, 5 AND 10 THAT EXCEEDS 40 FEET IN HEIGHT,** per Z-53-22-8 stipulation.

~~o.~~ **JJ.** Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous, Maximum Residential Density: Add Footnote (2) to Development Unit 2.

~~**t. Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous, Footnotes, add Footnote (6) that states the following and apply it to Development Units 9A, 9B, and 10:**~~

~~**Additional review and approval is required for any multifamily development that is not associated with a resort per Z-53-22-8 stipulation.**~~

KK. PAGE 43, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 6: MISCELLANEOUS, FOOTNOTES: ADD A FOOTNOTE THAT STATES THE FOLLOWING AND APPLY IT TO DEVELOPMENT UNITS 9A, 9B AND 10:

FOR ANY MULTIFAMILY DEVELOPMENT NOT ASSOCIATED WITH A RESORT ON DEVELOPMENT UNITS 9A, 9B AND 10, CONCEPTUAL SITE PLANS, ELEVATIONS, AND LANDSCAPE PLANS SHALL BE REVIEWED AND APPROVED BY THE PLANNING HEARING OFFICER THROUGH THE PUBLIC HEARING PROCESS, INCLUDING REVIEW BY THE LAVEEN VILLAGE PLANNING COMMITTEE PRIOR TO PRELIMINARY SITE PLAN APPROVAL. THIS IS A LEGISLATIVE REVIEW FOR CONCEPTUAL PURPOSES ONLY. SPECIFIC DEVELOPMENT STANDARDS AND REQUIREMENTS WILL BE DETERMINED BY THE PLANNING HEARING OFFICER AND THE PLANNING AND DEVELOPMENT DEPARTMENT.

LL. PAGE 43, SECTION 4. DEVELOPMENT STANDARDS: ADD DEVELOPMENT STANDARDS TABLE 7: DEVELOPMENT STANDARDS FOR SINGLE-FAMILY DEVELOPMENT. THIS TABLE WILL ADDRESS SINGLE-FAMILY RESIDENTIAL DEVELOPMENT STANDARDS TO INCLUDE THE FOLLOWING:

- **SELECT R1-18 LOT STANDARDS**
- **RESTRICTED TO 1-STORY AND 22 FEET IN HEIGHT FOR THE LOTS ALONG ESTRELLA DRIVE AND 47TH AVENUE. ALL THE INTERIOR LOTS ARE ALLOWED TO BE 2-STORIES WITH UP TO 30 FEET IN HEIGHT.**

- **MINIMUM 22-FOOT-LONG DRIVEWAYS**
- **MINIMUM 5% OPEN SPACE.**
- **MINIMUM ROOF OVERHANG OF 12 INCHES.**

MM. **PAGE 43-44, SECTION 4, DEVELOPMENT STANDARDS: ADD DEVELOPMENT UNIT 8 DENSITY EXHIBIT TO VISUALLY DEMONSTRATE THE "L" SHAPED AREA MEASURED 500 FEET FROM BOTH ESTRELLA DRIVE AND 47TH AVENUE.**

~~u.~~ **NN.** Page 45, Section 4. Development Standards, Landscape Standards, Landscape Standards Table 1: Landscape Setbacks: Update title to Landscape Standards Table 1: Landscape Plant Types.

~~v.~~ **OO.** Page 46, Section 4. Development Standards, Landscape Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Modify the title to "Landscape Standards Table 2: Enhanced Streetscape R.O.W. Planting and Public Shade Standards".

~~w.~~ **PP.** Page 46, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Revise sidewalk shading to show all sidewalk shading in the Hub Character Area to no less than 50%.

~~x.~~ **QQ.** Page 46, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting, Notes, fifth bullet (Shade Pockets): Add the following as a sub-bullet point:

All public sidewalks adjacent to Automobile Dealership, Automobile Retail Sales, and Automobile Rental: A minimum 25% shade is required along sidewalk areas located between shade pockets. Overall shade coverage shall equal a total of 50% inclusive of shade pockets and the intermittent areas between shade pockets. All other uses within the HUB character area shall require a minimum 75% shade of public sidewalks.

~~y.~~ **RR.** Page 46, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Add a note as follows:

Upon redevelopment of a site formerly used for Automobile Dealership, Automobile Retail Sales, or Automobile Rental into Non-Automobile Dealership, Automobile Retail Sales, or Automobile Rental, right-of-way landscaping and shade requirements shall meet the 75% shade standard.

~~z.~~ **SS.** Page 46-47, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Add a footnote to apply to all provisions for medians as follows:

All modified median landscaping deviating from City of Phoenix standard landscape requirements shall be privately maintained and identified on the approved master street plan and associated plats.

~~aa.~~ **TT.** Page 47, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Add a footnote to apply to Development Units 3, 6, and 4A as follows:

51st Avenue**, SOUTH OF ESTRELLA DRIVE,** is located within Maricopa County jurisdiction. Any street improvements or landscaping on 51st Avenue are subject to the review and approval of Maricopa County.

~~bb.~~ **UU.** Page 50, Section 5. Signage, Off Premise Signage: Update the end of the second bullet point as follows:

…design to be presented for review and comment to the Laveen Village Planning Committee.

~~cc.~~ **VV.** Page 52, Section 6. Sustainability: Add a provision for recycling as the last bullet point.

WW. PAGE 52, SECTION 6, SUSTAINABILITY:

(1) UPDATE THE LAST SENTENCE IN THE FIRST PARAGRAPH AS FOLLOWS:
DEVELOPMENT PARCELS MUST INCORPORATE ALL THE FOLLOWING SUSTAINABILITY PRINCIPLES:

(2) ADD BULLET POINTS 2, 6, 9, AND 14 UNDER THE REQUIRED SUSTAINABILITY PRINCIPLES.

(3) AFTER THE REQUIRED SUSTAINABILITY ITEMS, ADD THE FOLLOWING:
A MINIMUM OF THREE OPTIONAL SUSTAINABILITY PRINCIPLES SHALL BE SELECTED FROM THE OPTIONS BELOW, AS APPROVED BY THE PLANNING AND DEVELOPMENT DEPARTMENT.

(4) ADD THE REMAINING SUSTAINABILITY ITEMS (BULLET POINTS 1, 3, 4, 5, 7, 8, 10, 11, 12, 13, 15, 16) UNDER THE OPTIONAL SUSTAINABILITY PRINCIPLES, AND INCLUDE UPGRADED HVAC UNITS AT 15 SEER OR HIGHER.

(5) UPDATE BULLET POINT 14 AS FOLLOWS:

THE DEVELOPMENT WILL PROVIDE SAFE, RELIABLE, AND EFFICIENT STORMWATER MANAGEMENT SYSTEMS THAT PROTECT BOTH HUMAN HEALTH AND THE NATURAL ENVIRONMENT.

~~dd.~~ **XX.** Page 57, Section 7. Complete Streets, Design for Safety: Remove the second and third paragraphs.

YY. PAGE 69, PART 2 - DESIGN GUIDELINES, FOOTHILLS CHARACTER AREA, 2.1 SITE AND BUILDING DESIGN, C. ARCHITECTURAL STYLE AND CHARACTER: ADD A BULLET TO INCLUDE THE FOLLOWING:

BUILDING FAÇADES ON ALL MULTIFAMILY DEVELOPMENT, FACING PUBLICLY DEDICATED RIGHT-OF-WAY THAT EXCEEDS 75 FEET IN LENGTH, SHALL CONTAIN A MINIMUM OF ONE ARCHITECTURAL EMBELLISHMENT AND DETAILING SUCH AS TEXTURAL CHANGES, PILASTERS, OFFSETS, RECESSES, WINDOW FENESTRATION, SHADOW BOXES AND OVERHEAD/CANOPIES EVERY 75 LINEAR FEET.

ZZ. PAGE 86 PART 2 - DESIGN GUIDELINES, FOOTHILLS CHARACTER AREA, 2.3 LANDSCAPING, B. SITE WALLS, SCREENS, AND FENCES: UPDATE THIS SECTION TO REQUIRE THE FOLLOWING ALONG ESTRELLA DRIVE AND 47TH AVENUE: 6-FOOT PAINTED CMU PERIMETER WALLS AND TUBULAR MILD STEEL OR PIPE FENCING (ALLOWED TO TARNISH/RUST NATURALLY), IMPLEMENTED IN SEGMENTS THAT CONFORM TO INDUSTRY STANDARD LENGTHS.

AAA. PAGE 92, PART 2 - DESIGN GUIDELINES, FOOTHILLS CHARACTER AREA, 2.3 LANDSCAPING, G. GENERAL LANDSCAPING REQUIREMENTS: ADD THE FOLLOWING:

LOWER-LEVEL LANDSCAPING IS PREFERRED BETWEEN ANY PERIMETER WALLS AND A POSSIBLE BRIDLEPATH ALONG 47TH AVENUE.

BBB. PAGE 93, PART 2 - DESIGN GUIDELINES, FOOTHILLS CHARACTER AREA, 2.3 LANDSCAPING, I. SITE LIGHTING: ADD THE FOLLOWING PARAGRAPH:

IF PRIVATE STREETS ARE PROPOSED IN SINGLE-FAMILY RESIDENTIAL SUBDIVISIONS, MINIMAL STREET LIGHTING SHALL BE CONSIDERED.

~~ee.~~ **CCC.** Page 95, Foothills Character Area, 2.3 Landscaping, j. Perimeter Treatments, South Mountain Perimeter Treatment: Delete the last paragraph.

DDD. PAGE 99, PART 2 - DESIGN GUIDELINES, DISTRICT CHARACTER AREA, 3.1 SITE AND BUILDING DESIGN, C. ARCHITECTURAL STYLE AND CHARACTER: ADD A BULLET TO INCLUDE THE FOLLOWING:

BUILDING FAÇADES ON ALL MULTIFAMILY DEVELOPMENT, FACING PUBLICLY DEDICATED RIGHT-OF-WAY THAT EXCEEDS 75 FEET IN LENGTH, SHALL CONTAIN A MINIMUM OF ONE ARCHITECTURAL EMBELLISHMENT AND DETAILING SUCH AS TEXTURAL CHANGES, PILASTERS, OFFSETS, RECESSES, WINDOW FENESTRATION, SHADOW BOXES AND OVERHEAD/CANOPIES EVERY 75 LINEAR FEET.

~~ff.~~ **EEE.** Page 103, The District Character Area, 3.1 Site and Building Design, 2. Circulation: Remove Section 2.b.

FFF. PAGE 123, PART 2 - DESIGN GUIDELINES, HUB CHARACTER AREA, 1. SITE AND BUILDING DESIGN, B. ARCHITECTURAL STYLE AND CHARACTER: ADD A BULLET TO INCLUDE THE FOLLOWING:

BUILDING FAÇADES ON ALL MULTIFAMILY DEVELOPMENT, FACING PUBLICLY DEDICATED RIGHT-OF-WAY THAT EXCEEDS 75 FEET IN LENGTH, SHALL CONTAIN A MINIMUM OF ONE ARCHITECTURAL EMBELLISHMENT AND DETAILING SUCH AS TEXTURAL CHANGES, PILASTERS, OFFSETS, RECESSES, WINDOW FENESTRATION, SHADOW BOXES AND OVERHEAD/CANOPIES EVERY 75 LINEAR FEET.

~~gg.~~ **GGG.** Page 142, The Hub Character Area, 2. Circulation, C. Street Design and Landscape Character, Shade Pockets: Update Exhibit H9 to reflect the minimum 25% shade along sidewalk areas between shade pockets and overall shade coverage to total 50% and all uses within the HUB to a minimum 75% shade as required by Stipulation No. 1.~~y~~ **SS**.

~~hh.~~ **HHH.** Page 143, The Hub Character Area, 2. Circulation, C. Street Design and Landscape Character, Shade Pockets, Conceptual Shade Pocket Detail A, B1, and B2: Update Detail A, B1, and B2 to reflect the required shading requirements per Stipulation No. 1.~~y~~ **SS**.

~~ii.~~ **III.** Update all exhibits to include the 55th Avenue connection from the existing northern stub to Estrella Avenue.

~~jj.~~ **JJJ.** Submit legal descriptions for all development units as an appendix to the PUD narrative.

KKK. UPDATE ANY TYPOGRAPHICAL OR SCRIVENER'S ERRORS THROUGHOUT.

2. ~~**Where additional review and approval is required in the PUD narrative related to the additional 500 residential dwelling units granted with the construction of a hospital and**~~ **ANY MULTIFAMILY DEVELOPMENT IN DEVELOPMENT UNITS 2, 5 and 10 THAT EXCEEDS 40 FEET IN HEIGHT** any multifamily development in Development Units 9A, 9B, and 10, that is not associated with a resort, **SHALL HAVE** conceptual site plans, elevations, and landscape plans ~~**shall be**~~ reviewed and approved by the Planning Hearing Officer through the public hearing process, including review by Laveen Village Planning Committee prior to preliminary site plan approval. This is a legislative review for conceptual purposes only. Specific development standards and requirements will be determined by the Planning Hearing Officer and the Planning and Development Department.

3. A Master **LAND USE AND** Density Tracking Matrix shall be provided and updated on all site plan submittals, **REGARDLESS OF USE,** to track the number of units **AND PERCENTAGE OF LAND USE** within the PUD area. **A MINIMUM OF 50% OF THE PUD SITE AREA (288.63 ACRES) SHALL BE DEVELOPED WITH COMMERCIAL USES. ANY RESORT DEVELOPMENT SHALL BE CONSIDERED COMMERCIAL DEVELOPMENT. UPON RESUBMITTAL OF A POST-COUNCIL HEARING DRAFT OF THE PUD NARRATIVE, A MASTER LAND USE AND DENSITY TRACKING MATRIX FORMAT SHALL BE ADDED AS AN APPENDIX.**

4. The applicant shall submit a Traffic Impact Analysis (TIA) to the City for this development and update the existing Tierra Montana Master Street Plans associated with the Segment Two development area. The TIA shall be submitted to ADOT and MCDOT for interagency review. No preliminary approval of plans shall be granted until the study is reviewed and approved by the City.

5. The developer shall update the existing Tierra Montana Master Street Plan for inclusion of Segment Two network. Phasing sheet to be updated to include roadway networks to be completed by Segment Two development within existing Segment One as per the required updated Traffic Impact Analysis. Roadways located within Segment two that are not under the jurisdiction of the City of Phoenix shall require review and approval with the corresponding jurisdiction.

6. The developer shall design and install, at their expense, traffic signals and or roundabouts at locations approved by the TIA and updated Master Street Plan. The developer shall be responsible for the construction and/or escrow

contribution, as approved by the TIA and Master Street Plans. Stipulation subject to change based on TIA comments for signal location evaluation and funding responsibility.

7. The developer shall dedicate and construct roadway, paving, curb, gutter, detached sidewalk, traffic signal infrastructure, and other necessary incidentals for all arterial and collector roadways as per the approved TIA and Master Street Plan.

8. The developer shall provide access control at locations in accordance with the City's Design Standards Manual and/or as approved per the Master Street Plan.

9. The full limits of 51st Avenue shall be dedicated and constructed north of Estrella Drive to Carver Road, per the cross-section approved in the master street plan.

10. The full limits of 51st Avenue shall be dedicated and constructed south of Estrella Drive, as approved by Maricopa County. Should 51st Avenue be annexed into the City of Phoenix, right-of-way dedications and improvements shall be required to meet City of Phoenix standards.

11. Right-of-way shall be dedicated and constructed for the west side of 47th Avenue, as required by the approved master street plans. **SHOULD A REQUEST BE SUBMITTED TO ABANDON 47TH AVE, IT SHALL BE CONSIDERED THROUGH A FORMAL HEARING PROCESS PRIOR TO OR CONCURRENT WITH THE TIA AND APPROVED MASTER STREET PLAN.**

12. A minimum 60-feet of right-of-way shall be dedicated and constructed for the full limits of 55th Avenue.

13. All modified median landscaping deviating from City of Phoenix standard landscape requirements shall be privately maintained and identified on the approved master street plan and associated plats.

14. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the east side of 51st Avenue, south of Estrella Drive. Construction of the multi-use trail shall be to City standards.

15. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the north side of Estrella Drive**, WEST OF 51ST AVENUE**. Construction of the multi-use trail shall be to City standards.

16. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the south and west sides of Gila Foothills Parkway, as depicted on Exhibit 11 – Conceptual Trail Plan. Construction of the multi-use trail shall be to City standards.

17. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the north side of 55th Avenue, connecting to 51st Avenue. Construction of the multi-use trail shall be to City standards.

18. The developer shall convey land, if necessary, located at the end of Gila Foothills Parkway as a trailhead to South Mountain Preserve, as modified and approved by the Parks and Recreation Department and Planning and Development Department. The final acreage and configuration of the property to be conveyed, along with timing of the conveyance, shall be mutually agreed upon by the developer, the Parks and Recreation Department, and Planning and Development Department.

19. The developer shall enter into a development agreement with the City regarding the location and construction of a parking lot for the trailhead at the end of Gila Foothills Parkway, as approved or modified by the Parks and Recreation Department and Planning and Development Department.

20. The developer shall underground existing electrical utilities within the public right-of-way that are impacted or require relocation, excluding 69kv or larger, as part of this project. The developer shall coordinate with the affected utility companies for their review and permitting.

21. Existing irrigation facilities along all public streets are to be undergrounded and relocated outside of City right-of-way**, UNLESS OTHERWISE APPROVED BY THE STREET TRANSPORTATION DEPARTMENT**. Contact SRP to identify existing land rights and establish the appropriate process to relocate the facility. ~~**Relocations that require additional dedications or land transfer require completion prior to obtaining plat and/or civil plan review approval, or as approved by the Planning and Development Department.**~~

22. ALL MAJOR PUBLIC INFRASTRUCTURE SHALL BE CONSTRUCTED AS PART OF THE FIRST PHASE OF CONSTRUCTION, SUBJECT TO A DEVELOPMENT AGREEMENT WITH THE CITY OF PHOENIX AND AN UPDATED STREETS MASTER PLAN, INCLUDING THE FOLLOWING: 51ST AVENUE FROM THE LOOP 202 FREEWAY ON THE SOUTH TO CARVER ROAD; GILA FOOTHILLS PARKWAY; ESTRELLA DRIVE FROM THE LOOP 202 FREEWAY ON THE WEST TO 47TH AVENUE; 47THE AVENUE ADJACENT TO THE SITE (UNLESS ABANDONED); AND 55TH AVENUE AS REQUIRED BY THE CITY OF PHOENIX. THIS WILL ALSO INCLUDE ANY REQUIRED WATER, SEWER, AND STORMWATER INFRASTRUCTURE.

23. THE PROPOSED "COUNTY LANE" SHALL BE SHIFTED SO AS NOT TO DIRECTLY ALIGN WITH THE FRONT ENTRY OF ANY EXISTING RESIDENTIAL HOMES. THE FINAL LOCATION SHALL BE DETERMINED AT THE TIME OF MASTER STREET PLAN, AS APPROVED BY THE

PLANNING AND DEVELOPMENT DEPARTMENT AND THE STREET TRANSPORTATION DEPARTMENT.

~~22.~~ **24.** 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.

~~23.~~ **25.** If determined necessary by the Phoenix Archaeology 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 Archaeologist prior to clearing and grubbing, landscape salvage, and/or grading approval.

~~24.~~ **26.** If Phase I data testing is required, and if, upon review of the results from the Phase I data testing, the City Archaeologist, in consultation with a qualified archaeologist, determines such data recovery excavations are necessary, the applicant shall conduct Phase II archaeological data recovery excavations.

~~25.~~ **27.** 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.

~~26.~~ **28.** Prior to final 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.

29. THE PROPERTY OWNER, OR DESIGNEE, SHALL PROVIDE ANNUAL LAND DEVELOPMENT UPDATES ON THE STATUS OF DEVELOPMENT WITHIN THE PUD TO THE LAVEEN VILLAGE PLANNING COMMITTEE UNTIL ALL LAND IN THE HUB CHARACTER AREA AND DEVELOPMENT UNITS 9A AND 9B HAVE PRELIMINARY SITE PLAN APPROVAL.

Village Planning Committee Meeting Summary
Z-53-22-8
INFORMATION ONLY

Date of VPC Meeting	November 14, 2022
Request From	S-1, S-1 (Approved C-2 PCD), S-1 (Approved R-2 PCD), S-1 (Approved R-3 PCD), S-1 (Approved R-3A PCD), S-1 (Approved R1-10 PCD), S-1 (Approved R1-18 PCD), S-1 (Approved R1-8 PCD), S-1 (Approved RH/R1-10 PCD)
Request To	PUD
Proposed Use	PUD to allow single and multifamily residential, commercial uses, and some commerce park
Location	Approximately 860 feet south of the southwest corner of 51st Avenue and Carver Road

VPC DISCUSSION:

Item No. 5 (GPA-LV-3-22-8) and Item No. 5 (Z-53-22-8) are companion cases and were heard together.

19 members of the public registered to speak on these items. Six of these members of the public donated time to another individual.

APPLICANT PRESENTATION

Wendy Riddell, representing the applicant with Berry Riddell, introduced herself and the Gila Foothills PUD project located on approximately 270 acres. Ms. Riddell discussed the site location along the Loop 202 freeway and existing zoning. Ms. Riddell discussed the Tierra Montana PCD, stating that the current proposal maintains the existing entitlement of 1,700 dwelling units already approved on the site. Ms. Riddell discussed the Minor General Plan Amendment requested and stated that a 50-foot-wide landscape buffer is proposed along portions of the site next to residential uses. Ms. Riddell stated that five character areas are proposed as part of the PUD case, including: Commercial, Employment, Resort, Resort Residential, and Residential. Ms. Riddell discussed each of the character areas, noting that billboards are proposed, in addition to agrarian-themed residential design and an electric-vehicle focused auto sales campus. Ms. Riddell stated that this would help further the City's Electric Vehicle Roadmap and would have a positive tax benefit for the city. Ms. Riddell discussed a proposed trailhead along the southwest portion of the site that would lead into South Mountain Regional Park. Ms. Riddell discussed community outreach conducted so far

and will be hosting an in-person neighborhood meeting on December 5, 2022 at the Estrella Foothills Global Academy starting at 6pm.

PUBLIC COMMENT

Miguel Angel Meraz lives in the area and is concerned with traffic. Mr. Meraz owns horses and feels that this development is not compatible with the area. Mr. Meraz added that traffic is horrible now and would get worse with this development.

Steven Ramirez understands the desire of this developer but has many concerns including the ongoing water shortage which led to the City asking residents to conserve water. Mr. Ramirez also has concerns with car dealerships and traffic potential, in addition to public safety. Mr. Ramirez stated that road widening and redoing the interchange at Estrella Drive will be needed. Mr. Ramirez stated that building height is of concern as it would block the views of the mountains. Mr. Ramirez would accept a maximum height of 2 stories and 30 feet, but also has concerns over increased light pollution in the area. Mr. Ramirez added that the increased tax revenue will not benefit this area of the city.

Timothy Cutright has lived in the area for 25 years and feels that there is an opportunity to do something unique with the property on 51st Avenue. Mr. Cutright feels that the auto mall use is not appropriate at this location and no development should occur until the intersection of Estrella Drive and 51st Avenue is improved due to existing traffic issues. Mr. Cutright takes his child to the school near this intersection and traffic is a nightmare.

Sabrina Daniels expressed safety concerns with increased crime and homelessness in the area. Ms. Daniels is concerned with increased vehicular traffic and worsening safety in the area.

Dan Penton discussed a few slides provided to staff ahead of the meeting. Mr. Penton stated that an urban-heat island would be created by this development. Mr. Penton stated that this area is unique and unlike any other in the Valley. Mr. Penton stated that proposing 160 acres of parking lots will cause increased heat and more noise. Mr. Penton stated that proposing high-intensity development in an area that is very rural is not compatible. Mr. Penton discussed the town of Carmel, Indiana, where pedestrian gathering places were developed which encouraged the community to meet. Mr. Penton stated that this development should consider more commercial uses like grocery stores, an enclosed vehicle testing facility, and other uses to create a destination. Mr. Penton discussed the Tierra Montana plan and the trail network in the area. Mr. Penton stated that other facilities could be part of the Resort, connecting places in Laveen to shopping and recreation to create a destination.

Maria Reagin discussed park and trail networks in the area, noting that she rides horses near the project site. Ms. Reagin noted that there is no way to guarantee that no gas-powered vehicles will be sold in the proposed auto mall. Ms. Reagin discussed rising crime rates in the area due to gas stations and bus stops. Ms. Reagin stated that

a truck stop would lead to more crime in the area. Ms. Reagin stated that there are lots of auto dealerships in the area.

Lex Davis opposes these two cases due to incompatibility with the character of the area. Ms. Davis stated that the area is natural and rural, and this project would create more crime, pollution, and vehicular accidents in the area. Ms. Davis added that the Laveen character would change and would no longer be a peaceful place, leading to more urbanization and related issues.

Galo Barzola echoes the comments provided. Mr. Barzola described witnessing criminal activities taking place in the community, adding that more commercial uses lead to rising crime. Mr. Barzola stated that a truck stop and automobile dealership proposals are not compatible. Mr. Bazola stated that the community does not need more digital signage and wants more trails. Mr. Barzola described this proposal as not favoring the community.

Rod Grimes lives in the area and agrees with the comments made. Mr. Grimes stated that an auto mall is not compatible as Laveen is a bedroom community that people seek to get away from the city and not be next to commercial development. Mr. Grimes agrees with the comments made by Lex Davis.

Phil Hertel finds numerous issues with the proposed PUD case. Mr. Hertel stated that the applicant needs to break up the approval into various phases, as each phase has many pieces that need to be reviewed carefully. Mr. Hertel suggested having an in-person open house meeting as there is not enough detail provide with this proposal. Mr. Hertel wants to understand the proposal in more detail before declaring his stance on the cases. Mr. Hertel wants to have in-person meetings, not virtual meetings.

David Garrett has lived in the area for 19 years and discussed existing utility and canal easements in the area. Mr. Garrett stated that properties west of 51st Avenue should be residential and that a truck stop would not be compatible with the area. Mr. Garrett has concerns with increased building or billboard height and lighting impacts from billboards. Mr. Garrett is opposed to this project.

Charlie McNeely has lived in the area for many decades, as he moved here to enjoy the natural beauty, farming, and the solitude. Mr. McNeely stated that this proposal is across his home and discussed existing commercial uses in the area. Mr. McNeely stated that there are no auto malls next to residential in other cities. Mr. McNeely stated that there are schools in the area and is concerned with student safety. Mr. McNeely does not support any heights above 20 feet and does not support billboards either.

Anthony Houston, on behalf of Cassidy Houston, moved to the area to not have to worry about some of the uses being proposed by this project such as auto malls or truck stops. Mr. Houston stated that the auto mall is not an opportunity for all and that jobs will be lost to automation. Mr. Houston has traffic concerns and is not in favor of uses that will not preserve the Laveen area or will take away from the Village.

COMMITTEE QUESTIONS

Rebecca Perrera asked for clarification on traffic signal locations. **Ms. Riddell** responded that this is still being looked at.

Carlos Ortega asked the Chair to clarify the role of the Laveen Village Planning Committee to the community members present. **Chair Glass** agreed to do so later in the discussion.

Dean Chiarelli asked for clarification on the concept of a Resort use as sometimes these uses can be exclusionary. Mr. Chiarelli also asked whether the developer would install electric vehicle chargers in each home without being required to do so. Mr. Chiarelli appreciated the community input provided regarding the character of the area and shares concerns with the effects of asphalt in Laveen. **Mr. Riddell** responded that the resort is envisioned with a housing and hotel element but will be redefined later in the process.

COMMITTEE DISCUSSION

Stephanie Hurd stated that the Village Planning Committee is an advisory board, and the applicant took time to explain the project before a recommendation is made in the future. Ms. Hurd expressed the importance of multi-use trail alignments in the area.

Vice Chair Abegg stated that this is the start of the project and encouraged the public to remain involved. Ms. Abegg stated that this is a situation where the farmer is selling his land willingly and VPC members should meet with the applicant. Ms. Abegg would like to see a detailed land use list, such as an auto mall only for electric vehicles and not gas-powered vehicles. Ms. Abegg agrees with Mr. Chiarelli and wants to see the community support uses they want to see in Laveen and the developer work towards developing uses to make these an asset for Laveen residents.

Chair Glass stated that community input is necessary and thanked the community for their comments. Planned Unit Development or PUD cases incorporate more community input, but the PUD process can be cumbersome. Ms. Glass stated that some items are out of the VPC's hands and encouraged the community to attend the community meetings and give input. Ms. Glass stated that the applicant and community need to sit at the table and discuss details of the project such as land uses, sign locations, standards, and do research. Ms. Glass added that the Village Planning Committee is an advocate for the community, but the community should also attend the various meetings.

Carlos Ortega stated that plainly saying no is not an answer that typically works and instead the community should provide more input on the project. Mr. Ortega would also like the Council Offices to hear the input from the community and VPC members.

Chair Glass asked the applicant to continue working with the community on the project. **Ms. Riddell** responded that they would continue to refine uses and encourage the public to attend their meetings.

Vice Chair Abegg stated that VPC members were appointed to make recommendations and that sometimes the Council District offices will reach out to VPC members with questions and to get their input. Ms. Abegg added that the City Council receives the recommendations made by the VPC members. Ms. Abegg encouraged staff to reach out to the applicant to ensure that there is no quorum of Laveen VPC members at the upcoming public meeting on December 5, 2022.

Chair Glass encouraged the community to not give up and not to give in, plus provide comments on what they want to see on the project.

Village Planning Committee Meeting Summary
Z-53-22-8

Date of VPC Meeting	February 12, 2024
Request From	S-1, S-1 (Approved C-2 PCD), S-1 (Approved R-2 PCD), S-1 (Approved R-3 PCD), S-1 (Approved R-3A PCD), S-1 (Approved R1-10 PCD), S-1 (Approved R1-18 PCD), S-1 (Approved R1-8 PCD), S-1 (Approved RH/R1-10 PCD)
Request To	PUD
Proposal	Planned Unit Development to allow single and multifamily residential, commercial uses, and some commerce park
Location	Approximately 860 feet south of the southwest corner of 51st Avenue and Carver Road
VPC Recommendation	Continuance to March 18, 2024
VPC Vote	8-0

VPC DISCUSSION:

Item No. 4 (GPA-LV-3-22-8) and Item No. 5 (Z-53-22-8) were heard together.
14 members of the public registered to speak on this item.

Staff Presentation (Overall and Hub Character Area):

Nayeli Sanchez Luna, staff, presented an overview of GPA-LV-3-22-8 and Z-53-22-8. Mrs. Sanchez Luna discussed the location of the site, the requested zoning designation, and the surrounding land uses. Mrs. Sanchez Luna provided an overview of the proposed development including the different development units and character areas. Mrs. Sanchez Luna summarized the staff findings, correspondence, providing the staff recommendation and proposed stipulations. Mrs. Sanchez Luna concluded the presentation by providing an overview of the Hub Character area noting the allowed uses, height, and design.

Applicant Presentation (Overall and Hub Character Area):

Wendy Riddell, representing the applicant with Berry Riddell, LLC, began the presentation by providing the history of the subject site including the Tierra Montana PCD. Ms. Riddell summarized the number of acres, proposed uses, and noted the allowed number of residential units under the Tierra Montana PCD. Ms. Riddell noted similar developments in Gilbert and Scottsdale and summarized the future

development forecast for Laveen. Ms. Riddell summarized the EV focused auto campus and added that the subject site was one of the last allowed areas within the City to allow numerous automobile dealerships. Ms. Riddell stated that the proposed development would generate revenue and employment opportunities for Laveen. Ms. Riddell added that the PUD proposes numerous improvements such as a trailhead, infrastructure, and water conservation. Ms. Riddell provided statistical information that supported a hospital in Laveen and noted the reduction in proposed height and setback provisions when adjacent to the existing Tierra Montana development. Ms. Riddell noted that any additional units will have to return to the committee for a recommendation via the PHO process. Ms. Riddell summarized the proposed improvements on Estrella Drive, 47th Avenue, 51st Avenue, and 55th Avenue. Ms. Riddell noted the proposed height for auto-mall uses and added the allowed use for off-premise signage.

Community Presentation by John Bzdel (Overall and Hub Character Area):

John Bzdel presented the Character Plan for the Laveen Village and noted the rural characteristics highlighted in the plan. Mr. Bzdel summarized the stipulations found in the existing zoning designation for Tierra Montana that focused on limited height, lot widths, preservation of equestrian character, and restrictions for resort uses. Mr. Bzdel stated that there were only two development areas which included commercial and low density residential/resort uses. Mr. Bzdel summarized compatible communities found adjacent to the purposed development which maintain scenic views. Mr. Bzdel added that the proposed development is not located within the core. Mr. Bzdel provided an overview of the Land Use and Design Principles found in the General Plan and reiterated the rural character of Laveen. Mr. Bzdel voiced his opposition for the proposed landscaping on 47th Avenue and proposed height. Mr. Bzdel concluded his presentation by stating that the current PUD proposal should not be approved until modifications are made.

Questions From the Committee (Overall and Hub Character Area):

Chair Linda Abegg noted that the committee follows open meeting laws thus discussion on the case has not occurred outside of a public setting. Chair Abegg suggested committee members to voice their opinions, questions, and possible stipulations so that the applicant could discuss them with staff and a recommendation could be made at the next meeting. The committee voiced their agreement. **Chair Abegg** suggested reducing the maximum height to 40 feet, reducing the maximum number of units to 1,200, supporting density adjacent to the hospital, limiting 20 percent of the total subject site for residential uses, prohibiting self-service storage, all multifamily development returning to the committee via the PHO process, and infrastructure to be completed in Phase I. Chair Abegg added that she would like a land use percentage and density tracker. Chair Abegg noted that she would like to see numerous changes in the Hub Character Area. Chair Abegg stated that those changes included, a setback of 900 feet for any hospital when adjacent to Tierra Montana, if an auto-mall is not developed then any development must go through the PHO process.

Chair Abegg added that she would like the auto-mall to include all sustainability features found in the PUD Narrative, and asked staff questions regarding existing stipulation language. Chair Abegg stated that she would like the PUD to have one EV line or alternative fuel source vehicles.

Patrick Nasser-Taylor voiced his support for all the proposed modifications presented by Chair Abegg. Mr. Nasser-Taylor proposed a height limitation of 70-feet for the hospital and a 30-foot height restriction for Development Unit 6. Mr. Nasser-Taylor asked why the auto-mall needed a maximum height of 56 feet. Mr. Naser-Taylor added that the majority of auto dealerships were approximately two stories. Mr. Nasser-Taylor asked why the applicant requested an auto dealership use out of the hundreds of allowed uses in the Zoning Ordinance. **Ms. Riddell** noted that the proposed auto-mall would bring employment to the village and that the subject site is one of the few areas in the City that can accommodate an auto-mall. **Mr. Nasser-Taylor** stated that he would like to see more than one line of EV or alternative fuel vehicles. **Ms. Riddell** noted that the applicant is proposing an EV brand auto-mall where people are encouraged to buy EV vehicles. **Mr. Nasser-Taylor** noted that numerous dealerships are not 56 feet. **Ms. Riddell** stated that the 56 feet is required for a parking garage to store vehicles for the auto-mall. **Mr. Nasser-Taylor** asked where west of the Loop 202 and along the I-10 was there a 150-foot structure. **Ms. Riddell** noted that her team could provide that information. **Mr. Nasser-Taylor** stated that a 150-foot structure is not located anywhere in the area. Mr. Nasser-Taylor voiced his concerns regarding the proposed 120-foot hospital in a rural environment. **Ms. Riddell** noted that only the tower of the hospital would be allowed a height of 120 feet. **Mr. Nasser-Taylor** noted that the applicant is proposing a lot of uses on a small piece of land.

Rebecca Perrera stated that the committee should collaborate to modify the PUD to better serve the community now and in the future.

Carlos Ortega stated that one of the best things that happened in Laveen was the full construction of Baseline Road prior to development. Mr. Ortega noted that the PUD is proposing to build all major infrastructure before development. Mr. Ortega voiced his support for street development prior to any development.

Francisco Barraza stated that his questions were answered.

JoAnne Jensen requested more information regarding the approval letter presented by John Bzdel and the relationship between those stipulations and the ones proposed by the PUD. Ms. Jensen voiced her concern with the proposed density, lack of single-family residential development and requested pawn shops and truck stops to be prohibited in the PUD. **Ms. Riddell** noted that truck stops were prohibited and that they would add pawn shops to the prohibited list. Ms. Riddell noted that the approval letter is from the Tierra Montana PCD that would have allowed a higher density than what is proposed in the PUD. Ms. Riddell added that the freeway has modified the proposed land uses in the area.

Jennifer Rouse noted that the Laveen community has evolved over the years and the freeway has contributed to the change. Ms. Rouse voiced her concern regarding the proposed multifamily adjacent to single-family residential and possible traffic congestion on Estrella Drive and 51st Avenue. Ms. Rouse added that the Level 1 Trauma Center hospital would likely have a helicopter pad but noted the need for a hospital that would serve Laveen and Ahwatukee.

Vice Chair Stephanie Hurd stated that she would like Laveen to be sustainable, so individuals didn't have to leave the village. Vice Chair Hurd added that she has done research on the proposed hospital and asked for verification regarding the 52 million tax revenue. **Christine Mackay**, the Community and Economic Development Department Director, stated that auto-malls located in other cities have generated a lot of revenue for infrastructure. Ms. Mackay understood Laveen's desire for high-retail and restaurants and noted that the proposed PUD would allow for both retail and services within the village. Ms. Mackay summarized a restaurant tour that the Department had and added that the proposed auto-mall and hospital will attract the retail uses. Ms. Mackay noted that the proposed hospital height was to accommodate for all services such as emergency, surgery, out-patient services, and pharmacy. Ms. Mackay added that different hospitals accept different types of insurances allowing for more choices to residents. Ms. Mackay stated that the hospital would also attract more retail opportunities which would help create a sustainable Laveen. **Vice Chair Hurd** asked if there was a way to guarantee an upscale resort. **Ms. Mackay** stated that the proposed resort would have numerous amenities and noted that the proposed trailhead adjacent to the South Mountain Park would support a high-end resort.

Public Comment (Overall and Hub Character Area):

Dan Penton stated that he would like to see a smaller auto-mall footprint and reduce the amount of asphalt utilized for all the dealerships. Mr. Penton asked how the testing routes would be enforced and noted that EV vehicles are heavier and asked how infrastructure would support the extra weight.

Phil Hertel, representing the LCRD, noted that a traffic study has not been completed, as well as an environmental and noise study. Mr. Hertel noted that the proposed high-density development is not compatible for the area. Mr. Hertel noted that the LCRD had concerns with the lack of studies, distance between hospitals, and lack of details in the PUD. Mr. Hertel noted that the LCRD requested the case be continued before a recommendation is made.

Mr. Hertel stated that the following comments were not a representation of the LCRD. Mr. Hertel asked how the applicant would enforce the stipulation requiring one line of EV or alternative fuel vehicles. Mr. Hertel asked for more information regarding the auto-mall as a funding mechanism. Mr. Hertel asked for clarification if the proposal included one hospital or multiple and voiced his concerns with the proposed cul-de-sac and traffic counts on Estrella Drive. Mr. Hertel noted that more information was needed.

Carmen Terrell voiced her concerns regarding the water shortage. Ms. Terrell asked for the rural character be respected and preserved.

Jen Leitch stated that the proposed auto-mall is not for Laveen but for a much larger area. Ms. Leitch stated that the auto-mall would attract of people outside of Laveen and not serve the village.

Applicant Response (Overall and Hub Character Area):

Ms. Riddell noted that the proposed cul-de-sac would significantly limit the number of vehicles on Estrella Drive. Ms. Riddell added that the traffic counts were from the traffic study conducted. **Mr. Ortega** asked for more information. **Jamie Blakeman,** with the applicant's team, stated that they have received an approval letter for the traffic study from the Street Transportation Department. Ms. Blakeman noted that the traffic counts are in association with the proposed land uses and the current and proposed road infrastructure.

Committee Discussion (Overall and Hub Character Area):

Chair Abegg noted that she would like to continue the discussion and identify the key issues within the PUD. Chair Abegg asked if the committee was in supported of the proposed 120-foot hospital. Chair Abegg noted that hospitals are important, especially a Level 1 Trauma Center. **Mr. Barraza** voiced his agreement on the hospital. Mr. Barraza noted that firefighters spend more time on the road traveling because there are no hospitals in the area. **Ms. Jensen** stated that a hospital is needed. Ms. Jensen noted that the hospital should be located closer to the freeway. **Chair Abegg** asked if Committee Member Jensen supported the 900-foot building setback for the hospital. **Ms. Jensen** agreed. **Ms. Rouse** noted that there should be multiple hospitals to offer services, so people don't need to travel downtown. **Vice Chair Hurd** stated that she was mostly supportive of the proposed setback but would like to allow some leniency. **Mr. Nasser-Taylor** noted that he researched numerous hospitals in surrounding cities. Mr. Nasser-Taylor added that hospital administrators have stated that hospitals are not typically 120-feet. **Ms. Perrera** understood the concerns with the proposed height. Ms. Perrera noted that only a portion of the development unit would be for a hospital. Ms. Perrera asked for possible revisions to the PUD. **Mr. Ortega** noted a flooding event that occurred in the community and stated that people had to go downtown for a hospital. Mr. Ortega added that a hospital is needed in the area. Mr. Ortega asked the applicant to review the height of the Mayo hospital.

Chair Abegg asked if anyone had concerns with adding pawn shops to the prohibited list. The committee voiced their agreement.

Chair Abegg mentioned the allowed heights for specific uses in the auto-mall districts and additional step back provisions. Chair Abegg proposed a maximum percentage of residential uses and density. **Ms. Perrera** stated that she would share her opinion

during the next section of the meeting.

Chair Abegg reiterated some of the proposed changes including sustainability standards, hospital setback, and height restrictions. **Mr. Nasser-Taylor** asked if they could have another meeting to discuss the proposed changes. **Chair Abegg** noted that the committee could not meet but asked members to voice their opinions regarding the PUD. **Ms. Perrera** asked if a member could send an email to a few members. **Chair Abegg** noted that a member could send an email to the entire committee.

Chair Abegg noted that a few additional members of the public wished to speak.

Neritza Diaz-Cruz stated that she loved the rural character of Laveen. Ms. Diaz-Cruz noted that there was no guarantee that the tax revenue would return to Laveen. Ms. Diaz-Cruz added that she was opposed to the off-premises signage. **Chair Abegg** noted that the development agreement would ensure that revenue is kept in Laveen.

Jeanette McDaniel stated that she wasn't notified of the proposed PUD and asked for more information regarding the notification process. **Chair Abegg** noted that this has been proposed since 2022 and added that the developer followed the requirements by the rezoning process. **Ms. McDaniel** stated that she lived in the heart of Laveen and never received a notification. Ms. McDaniel asked why the proposed development was not relocated on the other side of the freeway. **Chair Abegg** noted that the other side of the freeway was the Gila River Indian School Reservation.

Win Kwok asked how a hospital would keep the certification of a Leven 1 Trauma Center. Ms. Kwok stated that all the added asphalt would cause a negative effect in the area and add to the urban heat island effect. Ms. Kwok asked regarding water conservation and if the existing infrastructure was able to sustain EV vehicles such as electricity for charging stations and the proposed hospital.

T.J. Henshau noted that the subject site is located within an existing echo chamber and stated that there isn't any commercial development east of 51st Avenue. Mr. Henshau added that these commercial uses will bring noise, light, and traffic congestion. Mr. Henshau shared that Laveen could benefit from other types of commercial uses.

Staff Presentation (District Character Area):

Mrs. Sanchez Luna displayed the location of the District Character Area and summarized the building step back height provisions. Mrs. Sanchez Luna noted the landscape buffer, summarized the proposed design guidelines, and key features.

Applicant Presentation (District Character Area):

Ms. Riddell noted the modern rural character for the District Character Area and displayed numerous examples. Ms. Riddell noted the mixture of retail and multifamily residential. Ms. Riddell summarized the building step backs when adjacent to the existing Tierra Montana neighborhood and 51st Avenue. Ms. Riddell noted that they are proposing a cul-de-sac on 55th Avenue to accommodate the concerns heard by the Tierra Montana community. Ms. Riddell noted that the Street Transportation Department did not support a cul-de-sac on 55th Avenue.

Questions From the Committee (District Character Area):

Chair Abegg stated that she had concerns with the proposed height in Development Unit 5 and proposed a larger step back on 51st Avenue. Chair Abegg noted that she agreed with the comments received by the Street Transportation Department and requested 55th Avenue to connect rather than ending in a cul-de-sac.

Mr. Nasser-Taylor voiced his concerns regarding the Public / Quasi-Public designation removal in this area. **Ms. Riddell** noted that the designation was part of the Tierra Montana PCD and originally was going to be a school facility. Ms. Riddell added that the school was already built, just in a different location. **Ms. Perrera** noted that this was an issue where the existing land use entitlements didn't match the General Plan Land Use Map.

Ms. Perrera had concerns regarding the proposed three left turns for school drop-off. **Ms. Riddell** noted that the proposed road structure is based on community concerns.

Vice Chair Hurd voiced her agreement with the comments provided by the Street Transportation Department.

Public Comment (District Character Area):

Mr. Penton stated that multifamily housing is not being utilized in the City and would like to see more retail uses. Mr. Penton noted that he would be supportive of restaurants, grocery stores, or a large open space area.

Ms. Terrell voiced her concerns regarding water usage and stated that she would like to see development under the existing zoning designations.

Mr. Hertel asked for clarification on modern rural architecture and added that the displayed renderings were more modern than rural. Mr. Hertel noted that there should be a limitation in multifamily development and that he would like to see more townhomes or single-family attached development in this area.

Committee Discussion (District Character Area):

Chair Abegg asked committee members if they agreed with building out 55th Avenue. **Mr. Nasser-Taylor** noted that more discussion was required regarding 55th Avenue because of the intensity of the proposed development and the concerns from the community.

Mr. Ortega asked how many multifamily housing developments are needed in Laveen. **Ms. Riddell** displayed the population and housing forecast for the City. Ms. Riddell noted that Laveen is going to require a significant number of housing to support a forecasted growth of 30,000 residents. **Mr. Ortega** asked what would occur if the forecast changes and suggested a stipulation to allow for other uses if housing is no longer needed. **Ms. Perrera** noted that there was a concern of approved multifamily housing in Laveen that hasn't been built.

Ms. Jensen stated that there was approximately 10,000 units that have been approved but haven't been built. Ms. Jensen voiced her support for neighborhood retail or single-family residential. Ms. Jensen noted that she was not opposed to townhomes or single-family attached development.

Ms. Rouse agreed with Committee Member Jensen's comment regarding attached single-family housing. Ms. Rouse noted her concerns regarding 55th Avenue and the agreement with the community.

Vice Chair Hurd noted the loss of commercial land to multifamily development. Vice Chair Hurd stated that she was opposed to multifamily and self-storage. Vice Chair Hurd added that if Laveen had all the commercial required to support the community, then she would support additional housing. Vice Chair Hurd suggested a hotel adjacent to the hospital.

Chair Abegg noted that the majority of the committee was in favor of 55th Avenue connecting to the proposed development. Chair Abegg suggested reducing the maximum height for residential to 40 feet. Chair Abegg noted that she would like to add single-family as a permitted use. **Ms. Riddell** noted that single-family is allowed.

Mr. Ortega requested a stipulation to require all multifamily development to go through the PHO process.

Staff Presentation (Foothills Character Area):

Mrs. Sanchez Luna displayed the location of the Foothills Character Area and summarized the building step back height provisions and allowed uses. Mrs. Sanchez Luna noted the landscape buffer, summarized the proposed design guidelines, and key features including the proposed resort and trailhead at South Mountain Park.

Applicant Presentation (Foothills Character Area):

Ms. Riddell noted the proposed natural character of the area. Ms. Riddell stated the allowed uses in each development unit and summarized the requirements of a resort. Ms. Riddell displayed examples of proposed resort types and noted that approximately 50 acres would be preserved for a resort use. Ms. Riddell noted that if anything outside of a resort is proposed, then they would be required to return through the PHO process. Ms. Riddell summarized the proposed modification to Development Unit 8 which would limit the density when adjacent to large lot single-family development on Estrella Drive and 47th Avenue. Ms. Riddell displayed the proposed modifications to 47th Avenue to maintain the rural road but noted that the Street Transportation Department does not support the modification.

Committee Discussion (Foothills Character Area):

Chair Abegg voiced her concerns regarding Estrella Drive but was unsure of a proper solution. Chair Abegg stated that she would like to move the "County Lane" and agreed with the applicant's modification to 47th Avenue. Chair Abegg stated that she would like to reduce the density Development Unit 8 to 3 du/acre adjacent to Estrella Drive and 47th Avenue and the remainder to 14 du/acre. Chair Abegg suggested limiting the office uses to professional offices. Chair Abegg would like the resort time stipulation to be modified to five years of the dedication of Gila Foothills Parkway and development of the trailhead. Chair Abegg provided an alternative step back provision and suggested a stipulation for the last off-premise sign adjacent to the resort.

Mr. Barraza voiced his agreement regarding Estrella Drive and the time stipulation in relation to the resort.

Ms. Jensen voiced her agreement. Ms. Jensen noted that Estrella Drive and 47th Avenue should be modified to alleviate the community's concerns.

Vice Chair Hurd agreed with the proposed 3 du/acre along Estrella Drive and 47th Avenue. Vice Chair Hurd requested modifying landscaping in the buffer to include more cacti rather than trees. Vice Chair Hurd stated more discussion was required for Estrella Drive.

Mr. Nasser-Taylor agreed with all the comments proposed by the committee, particularly supporting single-family.

Ms. Perrera agreed with the comments regarding single-family residential. Ms. Perrera noted the development agreement stipulation and suggested a possible shared parking area for the resort and trailhead. **Ms. Riddell** noted that they are encouraging shared parking areas.

Mr. Ortega asked if the trailhead was going to have parking and facilities available to individuals prior to the construction of the resort. **Ms. Riddell** noted that they have had

several conversations regarding the development of the trailhead with the Parks Department.

Public Comment (Foothills Character Area):

Mr. Penton voiced his concerns regarding the environmental impacts including wildlife and vegetation. Mr. Penton voiced his support for the purposed trailhead.

Mr. Hertel agreed with Mr. Penton's comments. Mr. Hertel noted that there is a housing shortage in Laveen based on the forecast presented by the applicant.

Eugenio Gutierrez voiced his concerns regarding vandalism at the proposed trailhead. Mr. Gutierrez voiced his support for 3 du/acre and supported a reduction in density when in relation to the resort.

Dave Garrett displayed the existing street infrastructure and noted the safety concerns. Mr. Garrett added that 51st Avenue needed to be widened to accommodate the proposed development.

Alice Williams noted that there were numerous livestock uses in the area. Ms. Williams added that the proposed multifamily development would not be compatible with the surrounding uses and that she does not want to receive complaints regarding noise and odor.

Mr. Bzdel on behave of Jennifer Spicer stated that she moved to the area specifically because of the large open fields. Mr. Bzdel noted that she would have not moved to the area if the zoning was going be changed to allow for high intensity commercial.

Maria Reagin noted that an environmental study has not been conducted. Ms. Reagin added that the proposed development would add to the urban heat island and that there hasn't been a noise study for the proposed development.

Ms. Terrell reiterated her concerns regarding water conservation. Ms. Terrell requested the preservation of the rural character.

Mr. Henshau noted that the General Plan Land Use Map designation supported large lot single-family development. Mr. Henshau stated that this should require a Major Amendment to the General Plan. Mr. Henshau stated that the case needed to be put on hold until all the issues are resolved.

Lauren Grove stated that this was one of the most scenic corridors in the City. Mr. Grove referenced the Laveen Character Plan which supported the protection of views. Mr. Grove noted that he did not receive any notification regarding the proposed PUD, nor did anyone come to his property to discuss.

Community Discussion (Foothills Character Area):

Chair Abegg noted the community's concerns regarding density and timeline for the proposed resort. Chair Abegg stated that the committee agrees to the community's modifications to 47th Avenue and Estrella Drive. Chair Abegg asked if any additional items needed to be addressed. **Ms. Jensen** asked how these modifications would be shared with the rest of the committee. **Chair Abegg** stated that the notes would be provided to the applicant and staff in order for all of the issues to be discussed and addressed before the next meeting. Chair Abegg suggested having small meetings with the applicant and staff.

Ms. Perrera asked when the development agreement would be completed. **Ms. Mackay** stated that the development agreement would depend on the rezoning approval and further discussions with the developer.

Motion:
Jennifer Rouse motioned to continue Z-53-22-8 to the March Laveen Village Planning Committee meeting. **Francisco Barraza** seconded the motion.

Vote:
8-0, motion to continue Z-53-22-8 passed with Committed Members Barraza, Jensen, Nasser-Taylor, Ortega, Perrera, Rouse, Hurd, and Abegg in favor.

Staff comments regarding VPC Recommendation:

None.

Village Planning Committee Meeting Summary

Z-53-22-8

Date of VPC Meeting	March 18, 2024
Request From	S-1, S-1 (Approved C-2 PCD), S-1 (Approved R-2 PCD), S-1 (Approved R-3 PCD), S-1 (Approved R-3A PCD), S-1 (Approved R1-10 PCD), S-1 (Approved R1-18 PCD), S-1 (Approved R1-8 PCD), S-1 (Approved RH/R1-10 PCD)
Request To	PUD
Proposal	Planned Unit Development to allow single and multifamily residential, commercial uses, and some commerce park
Location	Approximately 860 feet south of the southwest corner of 51st Avenue and Carver Road
VPC Recommendation	Approved per the staff memo with modifications and additional stipulations
VPC Vote	8-0

VPC DISCUSSION:

Item No. 3 (GPA-LV-3-22-8) and Item No. 4 (Z-53-22-8) were heard together. 13 members of the public registered to speak on this item.

Staff Presentation:

Nayeli Sanchez Luna, staff, presented an update on the correspondence received for GPA-LV-3-22-8 and Z-53-22-8. Mrs. Sanchez Luna summarized the concerns and noted that the applicant has worked with the community and requested modifications and additional stipulations. Mrs. Sanchez Luna concluded the presentation by stating that the memo contained the updated stipulations for Gila Foothills PUD.

Applicant Presentation:

Wendy Riddell, representing the applicant with Berry Riddell, LLC, began the presentation by summarizing the proposed changes to the stipulations for Z-53-22-8. Ms. Riddell listed the modifications including reducing the height, requiring development to return through the Planning Hearing Officer, changes in density, improvements for 47th Avenue, and commitment to add Fire and Police Department resources. Ms. Riddell concluded the presentation by reiterating their commitment to working with the community.

Questions From the Committee:

Patrick Nasser-Taylor noted that there had been significant changes to the proposal. Mr. Nasser-Taylor asked for clarification on development units that allowed for a maximum height of 56 feet. **Ms. Riddell** stated that Development Unit 2, 5 and 10 allowed for a maximum height of 56 feet.

Rebecca Perrera noted that the Laveen Meadows was an example of a development that had reserved property for fire and police, but the services were never provided. Ms. Perrera asked how they would ensure the development of a fire or police station within the PUD. **Ms. Riddell** stated that any future development of a fire or police station would be found in the development agreement. Ms. Riddell noted that they are still working on finalizing the development agreement. **Chair Linda Abegg** appreciated the commitment for a development agreement but noted that that would not be part of the rezoning case. **Ms. Perrera** asked if they developer would still be required to pay impact fees. **Ms. Riddell** confirmed.

Carlos Ortega stated that his major concern was street infrastructure and asked for a time frame for when the roads would be completed. **Ms. Riddell** noted that that could possibly occur within three years. **Mr. Ortega** wanted to ensure that all major street infrastructure be constructed before development. **Ms. Riddell** clarified that it would be about 10 years for all infrastructure to be developed. **Mr. Ortega** asked for a time frame for 51st Avenue. **Ms. Riddell** noted that that would be determined at the time of construction of development. **Mr. Ortega** stated that he did not want 51st Avenue to have the same issues as Dobbins Road.

Francisco Barraza thanked the applicant for working with the community.

JoAnne Jensen thanked the applicant for working with the community. Ms. Jensen asked why Stipulation No. 1.n was modified to delete self-service storage from the prohibited use list. **Ms. Riddell** noted that the proposed stipulations would allow for one self-service storage within the Hub Character Area. **Ms. Jensen** suggested adding other items to the prohibited list such as liquor stores, smoke shops, and cannabis shops. **Ms. Riddell** noted that the permitted C-2 zoning already had provisions for uses such as alcohol sales and smoke shops and that additional entitlements would be required for cannabis sales.

Jennifer Rouse noted that the applicant has worked extensively with the community and appreciated all their compromises. Ms. Rouse added that a hospital is needed in the community.

Vice Chair Stephanie Hurd voiced her opposition for the proposed multifamily. Vice Chair Hurd thanked the applicant, the Chair, the committee, and the departments involved in finalizing the stipulations found in the memo provided by staff.

Chair Linda Abegg thanked the applicant, committee, and community for their input.

Chair Abegg summarized the stipulations in the memo and noted that she had some concerns but would address them after public comment.

Public Comment:

John Bzdel stated that he opposed the proposed density in Development Unit 8. Mr. Bzdel noted that the applicant promised 90-foot-wide lots and that he expected a lower density and a maximum of 37 lots. **Ms. Riddell** stated that the proposed density aligned with R1-18 development standards and that the lots were 90-feet wide with a maximum of 39 lots. **Mr. Bzdel** noted that the density should be lower. **Reid Butler**, with the applicant's team, noted that all discussion referenced R1-18 development standards. **Mr. Bzdel** wanted to ensure that there was a consensus between the community and the developer.

Jeffrey Kling noted that the Laveen village is a pristine place to live. Mr. Kling voiced concerns with the proposed development and noted the lack of density variation in the PUD. Mr. Kling added that there hasn't been any mention of an environmental impact study, discussions with the Gila Indian Reservation, and noise studies.

Kim Henshaw voiced her appreciation for the progress on 47th Avenue and Estrella Drive; however, she had concerns for other existing development adjacent to the site. Ms. Henshaw noted that individuals would utilize streets rather than the Loop 202 Freeway, thus increasing traffic congestion in the area. Ms. Henshaw added that the development would disrupt the rural community and that there were no provisions for lighting, preserving dark skies, or preserving the rural character.

Jen Leitch voiced her opposition to having such a large development adjacent to South Mountain. Ms. Leitch suggested density that would be compatible with the park. Ms. Leitch added that the community did not receive the memo and asked for more information on Carver Road. Ms. Leitch stated that there were no auto malls located near other parks.

Paul Franckowiak stated that the development would cause traffic issues for Laveen. Mr. Franckowiak added that the traffic would travel to Carver Road and Estrella Drive. Mr. Franckowiak asked why this development was proposed in Laveen and added that the explanation he has received is not sufficient to warrant such a large development. Mr. Franckowiak stated that a hospital would be best in a location with existing residential developments and that there was a lot of missing information.

Dan Loden stated that the Laveen character is rural. Mr. Loden noted that the City has experienced a shortage in police officers, even with the recent increase in wages. Mr. Loden noted recent crimes in the area including 51st Avenue and Baseline Road. Mr. Loden asked how the shortage would be addressed and added that he was hesitant that any police or fire services would be provided.

Karen Clark noted that she moved to the area for the rural atmosphere and that the

proposal would cause severe traffic congestion. Ms. Clark agreed with Mr. Loden comments regarding police and fire services. Ms. Clark voiced her concerns regarding the location of the hospital.

Maria Reagin voiced her approval of the reduction in density for Development Unit 8 and the proposal for 47th Avenue. Ms. Reagin added that there has been a huge compromise on the applicant's side to address the community's concerns. Ms. Reagin thanked members of the community including the LCRD, applicant, and Councilmember Hodge Washington. Ms. Reagin requested to continue working with the developer on landscaping for 47th Avenue.

Phil Hertel thanked the community, committee and the applicant on the modifications to the stipulations. Mr. Hertel requested roof overhangs to be increased to 18 inches and that the maximum number of units be reduced to 1,200. Mr. Hertel requested a notification list be added to the stipulations for any development within the PUD. Mr. Hertel asked for an explanation regarding Stipulation No. 1.rr.

Michael Miller voiced his concerns regarding the proposed hospital and auto mall. Mr. Miller requested 55th Avenue to terminate as previously proposed by the applicant. Mr. Miller noted that there would be a significant increase in traffic congestion adjacent to the school located on the northeast corner of 55th Avenue and Carver Road.

Charlie McNeely noted that he was not opposed to progress. Mr. McNeely added that he had concerns regarding height and noted that he would like to limit the height to 4 stories. Mr. McNeely thanked the committee for their time and dedication to the proposal.

Karson Baird asked if there were any dealerships interested in the proposed auto mall. **Ms. Riddell** confirmed. **Ms. Baird** voiced her concerns for 51st Avenue south of Carver Road, noting that a portion of it was located in the County.

Jon Kimoto noted his support for the proposal but voiced his concerns regarding the proposed landscaping along 47th Avenue and Estrella Drive. Mr. Kimoto noted the slope change from 42nd Avenue and recommended modifications to retain rainwater in the landscape area. Mr. Kimoto added that certain vegetation could be utilized to prevent trespassing or encampments. **Vice Chair Hurd** requested Mr. Kimoto be added to the meetings between the applicant and residents to discuss landscaping along 47th Avenue and Estella Drive.

Applicant Response:

Ms. Riddell reiterated the commitment to continue working with the residents along Estrella Drive and 47th Avenue. Ms. Riddell noted that they had previously recommended 55th Avenue to become a dead-end street, but the Street Transportation Department didn't support the modification. Ms. Riddell added that they could work with the Street Transportation Department on traffic mitigating measures.

Ms. Riddell stated that Stipulation No. 1.rr referenced shade pockets when adjacent to future auto dealerships. Ms. Riddell noted that if an auto dealership was not developed, then 75% shade would still be required for public streets. Ms. Riddell recommended a stipulation that would require a group of individuals be notified for any development within the PUD. Ms. Riddell requested a modification to Stipulation No. 1.ll that would require 18 inch overhangs and 90-foot-wide lots. Ms. Riddell noted that the PUD would already require numerous design standards to reduce heat and light pollution.

Committee Discussion:

Chair Abegg noted additional stipulations and asked for the committee's opinion. Chair Abegg added that building setbacks for internal development should be kept at the proposed 10 feet. **Mrs. Sanchez Luna** noted that the stipulation refenced building setback between developments to align with resort uses. **Ms. Riddell** clarified that stipulation 1.e would require a larger setback adjacent to South Mountain and that there was discussion to add a stipulation to increase internal setbacks but that they would not recommend adding the stipulation.

Chair Abegg asked for clarification on multifamily that is required to return through the PHO process. **Ms. Riddell** noted that it would apply to multifamily development over 40-feet which is allowed in Development Units 2, 5, and 10.

Chair Abegg asked for the open space in Development Unit 8 to be increased to 15% to align with the PUD narrative. **Ms. Riddell** agreed. **Chair Abegg** requested Stipulation No. 1.ll be modified to include 15% and 90-foot average wide lots.

Chair Abegg requested the Community and Economic Development Department Director to provide a statement regarding the commercial development.

Christine Mackay, the Community and Economic Development Department Director (CED), stated that a hospital would be a long-term asset for the community. Ms. Mackay added that to ensure hospital development, less restrictions would be ideal. Ms. Mackay cited other hospitals that didn't have the same restrictions and allowed for a maximum height of over 120-feet. Ms. Mackay added that development thrived on density and added that the proposed density would allow for a successful hospital and resort.

Ms. Perrera asked for more information regarding the demand for a hospital and a resort. **Ms. Mackay** noted that there has been a demand for health care options in the Laveen and South Mountain area. Ms. Mackay stated that the proposed resort would be a place for wellness with numerous wellness trails, amenities, and services. **Ms. Perrera** asked about the percentage of multifamily and commercial and if it was appropriate. **Ms. Mackay** noted the change in market and the dramatic change in population has resulted in a high demand for commercial and residential. Ms. Mackay added that the development would connect people within their community.

Vice Chair Hurd stated that the community has voiced their opposition for the proposed auto mall and asked for the benefits of automobile dealerships. **Ms. Mackay** added that the land use would generate less traffic than the average commercial development. Ms. Mackay added that new developments of auto malls include extensive landscaping and enhanced development standards. Ms. Mackay noted that the auto mall would generate revenue for the Laveen community. **Vice Chair Hurd** asked for more information on what occurs in an auto mall. **Ms. Mackay** noted that a lot of commercial uses stay close to the area. Ms. Mackay added that some dealerships have begun integrating cafes or restaurants within their auto malls.

Mr. Nasser-Taylor asked for more information on the hospital and asked staff to bring up his portion of the presentation. Mr. Nasser-Taylor noted that centrally located hospitals are taller than those with more land mass. Mr. Nasser-Taylor wanted clarification on the height of the proposed hospital compared to the number of beds. Mr. Nasser-Taylor noted that a large number of in-patient beds would be required for a ten-story hospital. **Ms. Mackay** noted that a lot of hospitals begin with a few stories and increase over time.

Chair Abegg noticed that there were concerns with density and height and asked the committee for their opinion. Chair Abegg stated that Stipulation No. 1.ii has the maximum number of units. Chair Abegg noted that during the last meeting there was discussion to reduce residential to 20% of the site.

Mr. Barraza noted that it was hard to determine what commercial uses are going to be developed.

Vice Chair Hurd stated that she wanted everything to be commercial, but that CED has indicated that residential uses would be required to support commercial development. Vice Chair Hurd asked why there was a discrepancy between the GPA and PUD acreage. **Ms. Riddell** noted that there was a difference in acreage between the GPA and the PUD case because of right-of-way dedications.

Chair Abegg suggested 50% reserved for commercial and 50% for residential. **Ms. Jensen** asked for an explanation on the percentage. **Chair Abegg** stated that they added the acreage for the hospital, resort, and auto mall with a portion for other commercial uses. **Vice Chair Hurd** asked what the committee found appropriate.

Chair Abegg noted that they could also discuss the unit count. **Ms. Jensen, Mr. Barraza,** and **Mr. Nasser-Taylor** stated that a unit count would be a better way to limit residential uses. **Chair Abegg** noted that the developer could build at a higher density or a lower density with a unit maximum. **Vice Chair Hurd** noted that the PUD proposed a maximum of 2,200 units and 50% of the land to be dedicated for commercial. **Ms. Riddell** clarified that it would be a maximum of 1,700 with a 500-unit bonus if a hospital was built.

Chair Abegg stated her opinion on the percentage and number of units. Chair Abegg

stated that during the last meeting the committee considered reducing the unit cap to 1,700 which included the bonus. **Mr. Nasser-Taylor** suggested reducing the unit cap to a total of 1,200 including the bonus. **Chair Abegg** noted that the City Council will make the final decision and that the unit maximum or percentage would be continued to be discussed throughout the public hearing process.

Ms. Perrera voiced her concerns with modifying the unit maximum and the percentage. **Chair Abegg** stated that the goal would be to ensure maximum commercial development. **Ms. Perrera** suggested modifying the unit cap for the PUD based on community discussion. **Vice Chair Hurd** noted that she would like to lower both. **Ms. Perrera** noted that this could be a continued discussion.

Ms. Perrera asked Committee Member Rouse to voice her opinion on the unit cap. **Ms. Rouse** noted that the unit cap would be easier to track.

Vice Chair Hurd asked how the unit bonus is addressed with the hospital. **Ms. Mackay** noted that CED would be working with the hospital to discuss demand.

Ms. Jensen asked if the additional 500 units would be reserved for hospital staff. **Ms. Mackay** noted that that would be up to the hospital and if the hospital decided to buy land for dorm rooms for employees. Ms. Mackay noted that they would not be restrictive. **Chair Abegg** asked if this would be a private developer. **Ms. Riddell** noted that hospitals partner with private developers.

Vice Chair Hurd suggested 200 acres for commercial, 90 acres for residential and 1,200 units with a 500-unit bonus. **Mr. Nasser-Taylor** suggested a 250-unit bonus. **Ms. Mackay** noted that hospitals bring hundreds of jobs to an area and there is a need for residential units.

Ms. Perrera stated that the referral program for housing doesn't mean a lower rental rate. **Ms. Mackay** confirmed. **Ms. Perrera** asked if the 500 units were needed. **Ms. Mackay** stated that hospitals have a high residential demand to provide services quickly. Ms. Mackay noted that some rental units could assist patients that needed to be close to a hospital. **Ms. Perrera** noted that she was inclined to keep the 500-unit bonus.

Mr. Nasser-Taylor disagreed and noted that the exchange would yield about 800 units which would be a maximum of 1,300 units.

Ms. Jensen noted that the unit maximum and height restrictions would meet the goals of the community rather than land allocation. Ms. Jensen stated that she supported 1,200 units with a 500-unit bonus. **Ms. Mackay** noted that acreage is easier to track than percentage.

Vice Chair Hurd noted that the concern is density. **Ms. Perrera** voiced her concern with limiting too much residential which would negatively affect commercial

development.

Vice Chair Hurd asked the committee if they agreed to limiting the number of units. The committee voiced their agreement.

Vice Chair Hurd asked the committee if they agree to the 1,200-unit cap with a 500-unit bonus. **Mr. Barraza** asked if the height limitation would remain the same. **Vice Chair Hurd** confirmed. **Mr. Nasser-Taylor** voiced his opposition on the proposed maximum number of units.

Vice Chair Hurd asked staff if they have all the modification and additional stipulations.

Chair Abegg listed the modifications and additional stipulations. **Mrs. Sanchez Luna** noted that if the committee wanted to reduce the maximum number of units, an additional stipulation would be required. **Ms. Riddell** noted that Mr. Bzdel requested an average of 90-foot-wide lots for rectangular lots. **Chair Abegg** noted a modification to Stipulation No. 3 regarding unit tracking. **Ms. Sanchez Luna** asked for clarification. **Chair Abegg** noted that they would modify the stipulation to remove land use tracking. Chair Abegg modified Stipulation No. 12 regarding 55th Avenue and Stipulation No. 19 regarding the development agreement. Chair Abegg noted that the Tierra Montana community has voiced concerns with the height in Development Unit 1. Chair Abegg requested a modification to require a percentage of Development Unit 1 to be limited to 40-feet. **Mrs. Sanchez Luna** asked if the committee would like to modify it so 50% of it would be 40-feet. **Chair Abegg** clarified that it would be the area that only allows 40-feet.

Chair Abegg voiced that the community has requested senior living facilities but added that it could not be added to the rezoning case. **Ms. Riddell** noted that there is a commitment to provide senior living projects.

Vice Chair Hurd noted that self-service storage should be added to the prohibited list.

Chair Abegg stated that the notification list should include certain members of the community and the current committee.

Mrs. Sanchez Luna noted that a modification would be required to Stipulation No. 3 to track the percentage of height for Development Unit 1.

Racelle Escolar, staff, added that Stipulation No. 1.e also needed to be modified to address self-storage.

Mr. Nasser-Taylor stated that the memo eliminated the sale of one EV line. **Chair Abegg** confirmed that it was removed due to direction received from the Legal Department.

Chair Abegg asked if the agenda had the modified designations to reflect lower density residential. **Mrs. Sanchez Luna** stated that the agenda had the proposed land use map designations submitted by the applicant. **Chair Abegg** requested the land use map designations be modified to reflect adding designations that include lower density residential designations. **Mrs. Sanchez Luna** noted that they could add Residential 3.5 to 5 dwelling units per acre and 5 to 10 dwelling units per acre to all the areas that allow residential. **Chair Abegg** asked if they could add Residential 1 to 2 dwelling units per acre to Development Unit 8. **Mrs. Sanchez Luna** stated that the designation for Development Unit 8 also covered Development Unit 1. **Ms. Escolar** suggested adding Residential 1 to 2 dwelling units per acre, 3.5 to 5 dwelling units per acre, and 5 to 10 dwelling units per acre to all the designations that allow residential.

Motion:

Vice Chair Stephanie Hurd motioned to recommend approval, per the staff memo dated March 18, 2024, with modifications to:

- Stipulation No. 1.e to delete self-service storage from the permitted use list;
- Stipulation No. 1.n to add self-service storage to the prohibited list;
- Stipulation No. 1.jj to modify Footnote (1) to reduce the maximum number of units from 1,700 to 1,200;
- Stipulation No. 1.nn to update the development standards for Development Unit 8 to add that rectangular lots have an average width of 90 feet, replace 5% open space with 15%, and replace 12-inch overhangs with 18-inch;
- Stipulation No. 3 to remove land use tracking from the master tracking matrix and add height tracking for Development Unit 1;
- Stipulation No. 12 to add that the developer work with the Street Transportation Department to incorporate traffic mitigation measures; and
- Stipulation No. 19 to require that the developer investigate entering into a development agreement with the City regarding public infrastructure.

And to add stipulations for the following:

- Add a provision in the PUD Narrative to require that a maximum of 50% of Development Unit 1 that allows 40 feet in height can be developed up to the maximum height of 40 feet;
- Update Footnote (5) to replace the maximum 1,700 residential units with 1,200; and
- Prior to preliminary site plan approval for any development, the developer shall notify the following individuals: Phil Hertel, Jon Kimoto, John Bzdel, Maria Reagin, Linda Abegg, Stephanie Hurd, Francisco Barraza, JoAnne Jensen, Patrick Nasser-Taylor, Carlos Ortega, Rebecca Perrera, and Jennifer Rouse.

Jennifer Rouse seconded the motion.

Substitute Motion:
Patrick Nasser-Taylor made a substitute motioned to recommend approval, per the staff memo dated March 18, 2024, with same modifications and additions from the original motion, except to reduce the maximum number of units from 1,700 to 800.

Francisco Barraza seconded the motion.

Mr. Nasser-Taylor noted that with a 47% reduction for residential development results in 800 units and that the 500 bonus was required for the hospital.

Mrs. Sanchez Luna asked for clarification if the maximum would be 800 with a 500 bonus. **Mr. Nasser-Taylor** confirmed.

Chair Abegg noted that after discussion, she felt comfortable with the 1,200 unit maximum with a 500-unit bonus.

Substitute Motion Vote:
2-6, motion to recommend approval of Z-53-22-8 per the staff memo dated March 18, 2024, with modifications and additional stipulations fails with Committee Members Barraza and Nasser-Taylor in favor and Committee Members Jensen, Ortega, Perrera, Rouse, Hurd, and Abegg in opposition.

Vote:
8-0, motion to recommend approval of Z-53-22-8 per the staff memo dated March 18, 2024, with modifications and additional stipulations passed with Committee Members Barraza, Jensen, Nasser-Taylor, Ortega, Perrera, Rouse, Hurd, and Abegg in favor.

Recommended Stipulations:

1. An updated Development Narrative for the Gila Foothills PUD reflecting the changes approved through this request shall be submitted to the Planning Department within 30 days of City Council approval of this request. The updated Development Narrative shall be consistent with Development Narrative date stamped February 1, 2024, as modified by the following stipulations.

    a. Front Cover, add “City Council adopted: [Insert Adoption date]”

    b. Page 16, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses: Add a paragraph under the heading as follows:

    All temporary uses shall comply with Section 708 of the Phoenix Zoning Ordinance.

    c. Page 16, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses: Add a paragraph under the heading as follows:

The permitted land uses depicted below are restricted to the maximum square footage of the land use assumptions established in Appendix A2. Land Use Assumptions for Street Master Plan. Each developer shall be required to provide an updated land use matrix illustrating maximum land use square footages in compliance with Appendix A2. Land Use Assumptions for Street Master Plan. Amendments to increase these established land use assumptions may be administered through a PUD Minor Amendment and shall require an updated Traffic Impact Analysis incorporating the increased assumptions.

D. PAGE 16, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNIT 1: ADD "SINGLE-FAMILY RESIDENTIAL."

E. PAGE 16, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNITS 2, 3, AND 4A: **DELETE ~~MODIFY~~** "SELF SERVICE STORAGE (LIMITED TO A MAXIMUM TOTAL OF **TWO ~~ONE~~** (**2 ~~1~~**) ACROSS THE ENTIRE PUD SITE **~~WITHIN THE HUB CHARACTER AREA~~**)".

~~d.~~ F. Page 16, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Units 2, 3, 4A: Add the following bullet point:

- Hospitals
  - Minimum 100 inpatient beds required TO ACHIEVE THE ADDITIONAL 500 UNITS REFERENCED IN THE DEVELOPMENT STANDARDS TABLE 6: MISCELLANEOUS.

G. PAGE 20, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNIT 5 AND 6: ADD THE FOLLOWING:

- SINGLE-FAMILY RESIDENTIAL IS ALLOWED IN DEVELOPMENT UNIT 5.

H. PAGE 20, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNITS 8: DELETE "ALL TYPES OF OFFICE."

I. PAGE 20, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNIT 8: ADD THE FOLLOWING:

- SINGLE-FAMILY RESIDENTIAL.

J. PAGE 20, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNITS 8: ADD THE FOLLOWING:

PROFESSIONAL, MEDICAL, DENTAL AND ADMINISTRATIVE OFFICE USE INCLUDING CLERICAL OR SALES REPRESENTATIVE OFFICES. NO COMMODITY OR TANGIBLE PERSONAL PROPERTY, EITHER BY WAY OF INVENTORY OR SAMPLE, SHALL BE STORED, KEPT, OR EXHIBITED IN ANY SAID OFFICE OR ON THE PREMISES WHEREIN THE SAID OFFICE IS LOCATED EXCEPT MATERIALS ASSOCIATED WITH PROFESSIONAL OR MEDICAL PRACTICE. SUCH OFFICE USE SHALL NOT INCLUDE:

A. BRANCH OFFICES FOR THE FOLLOWING: BANKS, BUILDING AND LOAN ASSOCIATIONS, BROKAGE HOUSES, SAVINGS AND LOAD ASSOCIATIONS, FINANCE COMPANIES, TITLE INSURANCE COMPANIES, TITLE INSURANCE COMPANIES AND TRUST COMPANIES.

B. VETERINARY OFFICES.

K. PAGE 21, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNIT 9A: ADD THE FOLLOWING:

- SINGLE-FAMILY RESIDENTIAL.

~~f.~~ L. Page 21, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Unit 9B: Modify the third bullet point to "Alcohol sales as an accessory use."

~~e.~~ M. Page 21, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Units 9A, 9B, and 10: Add a sub-bullet point under "Multifamily" as follows:

Only permitted if building permits for a resort have not been issued within ~~three~~ FIVE years of the dedication of Gila Foothills Parkway and no sooner than five years after the adoption of the PUD.

N. PAGE 23, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PROHIBITED LAND USES, ALL DEVELOPMENT UNITS: ADD **"SELF SERVICE STORAGE" AND** "PAWN SHOPS".

~~g.~~ O. Page 25, Section 3.3 Roadway Circulation, 51st Avenue: Remove all reference to “half-street improvements” and modify to “full limits” of 51st Avenue.

~~h.~~ P. Page 28, Section 3.3 Roadway Circulation, Exhibit 11 – Conceptual Trail Plan: Modify to show the MUT on the south and west sides of Gila Foothills Parkway.

~~i.~~ Q. Page 28, Section 3.3 Roadway Circulation, Exhibit 11 – Conceptual Trail Plan: Remove “or Planned” from the legend heading.

R. PAGE 32, EXHIBIT 14, UPDATE TO REFLECT THE UPDATED MAXIMUM HEIGHT ALLOWED.

S. PAGE 39, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 1: BUILDING SETBACKS: UPDATE THE SETBACKS FOR DEVELOPMENT UNIT 10 ALONG GILA FOOTHILLS PARKWAY TO 25 FEET.

~~j.~~ T. Page 39, Section 4. Development Standards, Development Standards Table 1: Building Setbacks: Add a row to the end of the table for the Property Line shared with South Mountain Park; and require a ~~25~~ 50-foot setback for Development Units 9A, 9B, and 10.

~~k.~~ U. Page 41, Section 4. Development Standards, Development Standards Table 3: Landscape Buffers, 47th Avenue: Switch the provisions for Development Units 9A and 9B.

~~l.~~ V Page 41, Section 4. Development Standards, Development Standards Table 3: Landscape Buffers: Add a row to the end of the table for the Property Line shared with South Mountain Park, and require a ~~25~~ 50-foot buffer for Development Units 9A, 9B, and 10. Also add a footnote to see the South Mountain Perimeter Zone provisions on pages 64 and 95.

W. PAGE 41, SECTION 4. DEVELOPMENT STANDARDS, TABLE 4: BUILDING HEIGHT, UPDATE THE MAXIMUM BUILDING HEIGHT FOR DEVELOPMENT UNITS 3, 4A, 4B, AND 6 TO ALLOW A MAXIMUM OF 40 FEET.

X. PAGE 41, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 4: BUILDING HEIGHT: MODIFY FOOTNOTE (1) AS FOLLOWS:

HOSPITAL USES MAY BE UP TO 120 FEET IN HEIGHT FOR UP TO 20% OF THE AREA OF THE DEVELOPMENT UNIT.

Y. PAGE 41, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 4: BUILDING HEIGHT: ADD FOOTNOTE (3) TO APPLY TO DEVELOPMENT UNITS 2, 3, 4A, 4B THAT STATES THE FOLLOWING:

PARKING GARAGES ACCESSORY TO AN AUTOMOBILE DEALERSHIP MAY BE UP TO 56 FEET IN HEIGHT.

Z. PAGE 41, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 4: BUILDING HEIGHT: ADD FOOTNOTE (4) TO APPLY TO DEVELOPMENT UNITS 9A, 9B, AND 10 THAT STATES THE FOLLOWING:

RESORT USES MAY BE UP TO 48 FEET IN HEIGHT, SUBJECT TO DEVELOPMENT STANDARDS TABLE 5: BUILDING STEP BACK.

AA. PAGE 41, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 4: BUILDING HEIGHT: ADD A FOOTNOTE TO APPLY TO DEVELOPMENT UNIT 1 THAT STATES THE FOLLOWING:

A MAXIMUM OF 50% OF THE AREA THAT ALLOWS 40 FEET IN HEIGHT CAN BE DEVELOPED UP TO THE MAXIMUM HEIGHT OF 40 FEET.

~~AA.~~ PAGE 42, SECTION 4. DEVELOPMENT STANDARDS,
BB. DEVELOPMENT STANDARDS TABLE 5: BUILDING STEP BACK: UPDATE THE FIRST COLUMN REFERENCING THE PROPERTY LINE SHARED WITHIN TIERRA MONTANA AS FOLLOWS:

PROPERTY LINE SHARED WITH (OR MEASURED FROM) TIERRA MONTANA NEIGHBORHOOD

~~m.~~ Page 42, Section 4. Development Standards, Development Standards
~~BB.~~ Table 5: Building Step Backs, Gila Foothills Parkway and 51st Ave:
CC. Switch the provisions for Development Unit 6.

~~n.~~ Page 42, Section 4. Development Standards, Development Standards
~~CC.~~ Table 5: Building Step Backs: Add the following to the end of Footnote
DD. (3):

An additional foot of height will be allowed for every two additional feet of setback.

~~DD.~~ PAGE 42, SECTION 4. DEVELOPMENT STANDARDS,

EE. DEVELOPMENT STANDARDS TABLE 5: BUILDING STEP BACK: ADD FOOTNOTE (7) TO DEVELOPMENT UNIT 2 THAT STATES THE FOLLOWING WITHIN THE “PROPERTY LINE SHARED WITH (OR MEASURED FROM) TIERRA MONTANA NEIGHBORHOOD” ROW IN THE TABLE:

56-FOOT MAXIMUM BUILDING HEIGHT WITHIN 900 FEET OF THE TIERRA MONTANA NEIGHBORHOOD.

~~EE.~~ PAGE 43, SECTION 4, DEVELOPMENT STANDARDS,
FF. DEVELOPMENT STANDARDS TABLE 6: MISCELLANEOUS, MAXIMUM RESIDENTIAL DENSITY, DEVELOPMENT UNIT 8: UPDATE THE DENSITY TO 14 DU/AC; AND 2.34 DU/ACRE FOR THE FIRST 500 FEET; AND A FOOTNOTE THAT STATES THE FOLLOWING:

THE FIRST 500 FEET IS MEASURED FROM BOTH ESTRELLA DRIVE AND 47TH AVENUE TO CREATE AN “L” SHAPED DEVELOPMENT AREA. SEE DEVELOPMENT UNIT 8 DENSITY EXHIBIT AND TABLE 7 FOR SINGLE-FAMILY DEVELOPMENT STANDARDS.

~~p.~~ Page 43, Section 4. Development Standards, Development Standards
~~FF.~~ Table 6: Miscellaneous: Delete the row for Maximum Number of Units.
GG.

~~q.~~ Page 43, Section 4. Development Standards, DEVELOPMENT
~~GG.~~ STANDARDS TABLE 6: Miscellaneous ~~Table~~, Parking Standards, first
HH. bullet: ~~Add “model” to the end.~~ DELETE THE FIRST BULLET REGARDING THE SALE OF EV OR HYBRID AUTOMOBILES.

~~r.~~ Page 43, Section 4. Development Standards, DEVELOPMENT
~~HH.~~ STANDARDS TABLE 6: Miscellaneous ~~Table~~, Parking Standards,
II. fourth bullet: Remove “not to exceed 10 chargers.”

~~s.~~ Page 43, Section 4. Development Standards, Development Standards
~~II.~~ Table 6: Miscellaneous, Footnotes: Modify ~~the end of~~ Footnote (1) ~~to~~
JJ. ~~add the following~~ AS FOLLOWS:

THE ENTIRE OVERALL PUD SITE MAY BE DEVELOPED WITH A MAXIMUM OF ~~**1,700**~~ **1,200** RESIDENTIAL UNITS. HOTEL GUEST ROOMS DO NOT COUNT TOWARDS THE MAXIMUM ~~**1,700**~~ **1,200** DWELLING UNITS FOR THE OVERALL PUD SITE. UPON CERTIFICATE OF OCCUPANCY OF A LEVEL 1 TRAUMA CENTER HOSPITAL, AS DEFINED BY THE ARIZONA DEPARTMENT OF HEALTH SERVICES, IN DEVELOPMENT UNIT 2 AN ADDITIONAL

500 DWELLING UNITS ABOVE THE ~~1,700~~ **1,200** CAP ARE PERMITTED WITH DEVELOPMENT UNITS 2 AND 5. Additional review and approval is required for ~~the additional 500 units~~ ANY MULTIFAMILY DEVELOPMENT IN DEVELOPMENT UNITS 2, 5 AND 10 THAT EXCEEDS 40 FEET IN HEIGHT, per Z-53-22-8 stipulation.

KK. PAGE 43, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 6: MISCELLANEOUS, FOOTNOTE (5): UPDATE TO REPLACE MAXIMUM 1,700 RESIDENTIAL UNITS WITH 1,200.

~~e.~~ ~~JJ.~~ LL. Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous, Maximum Residential Density: Add Footnote (2) to Development Unit 2.

~~t. Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous, Footnotes, add Footnote (6) that states the following and apply it to Development Units 9A, 9B, and 10:~~

~~Additional review and approval is required for any multifamily development that is not associated with a resort per Z-53-22-8 stipulation.~~

~~KK.~~ MM. PAGE 43, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 6: MISCELLANEOUS, FOOTNOTES: ADD A FOOTNOTE THAT STATES THE FOLLOWING AND APPLY IT TO DEVELOPMENT UNITS 9A, 9B AND 10:

FOR ANY MULTIFAMILY DEVELOPMENT NOT ASSOCIATED WITH A RESORT ON DEVELOPMENT UNITS 9A, 9B AND 10, CONCEPTUAL SITE PLANS, ELEVATIONS, AND LANDSCAPE PLANS SHALL BE REVIEWED AND APPROVED BY THE PLANNING HEARING OFFICER THROUGH THE PUBLIC HEARING PROCESS, INCLUDING REVIEW BY THE LAVEEN VILLAGE PLANNING COMMITTEE PRIOR TO PRELIMINARY SITE PLAN APPROVAL. THIS IS A LEGISLATIVE REVIEW FOR CONCEPTUAL PURPOSES ONLY. SPECIFIC DEVELOPMENT STANDARDS AND REQUIREMENTS WILL BE DETERMINED BY THE PLANNING HEARING OFFICER AND THE PLANNING AND DEVELOPMENT DEPARTMENT.

~~LL.~~ NN. PAGE 43, SECTION 4. DEVELOPMENT STANDARDS: ADD DEVELOPMENT STANDARDS TABLE 7: DEVELOPMENT STANDARDS FOR SINGLE-FAMILY DEVELOPMENT. THIS TABLE WILL ADDRESS SINGLE-FAMILY RESIDENTIAL DEVELOPMENT STANDARDS TO INCLUDE THE FOLLOWING:

- SELECT R1-18 LOT STANDARDS
- RESTRICTED TO 1-STORY AND 22 FEET IN HEIGHT FOR THE LOTS ALONG ESTRELLA DRIVE AND 47TH AVENUE. ALL THE INTERIOR LOTS ARE ALLOWED TO BE 2-STORIES WITH UP TO 30 FEET IN HEIGHT.
- **RECTANGULAR LOTS SHALL HAVE AN AVERAGE LOT WIDTH OF 90 FEET.**
- MINIMUM 22-FOOT-LONG DRIVEWAYS
- MINIMUM ~~5~~ **15**% OPEN SPACE.
- MINIMUM ROOF OVERHANG OF ~~12~~ **18** INCHES.

~~MM.~~ OO. PAGE 43-44, SECTION 4, DEVELOPMENT STANDARDS: ADD DEVELOPMENT UNIT 8 DENSITY EXHIBIT TO VISUALLY DEMONSTRATE THE "L" SHAPED AREA MEASURED 500 FEET FROM BOTH ESTRELLA DRIVE AND 47TH AVENUE.

~~u.~~ ~~NN.~~ PP. Page 45, Section 4. Development Standards, Landscape Standards, Landscape Standards Table 1: Landscape Setbacks: Update title to Landscape Standards Table 1: Landscape Plant Types.

~~v.~~ ~~OO.~~ QQ. Page 46, Section 4. Development Standards, Landscape Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Modify the title to "Landscape Standards Table 2: Enhanced Streetscape R.O.W. Planting and Public Shade Standards".

~~w.~~ ~~PP.~~ RR. Page 46, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Revise sidewalk shading to show all sidewalk shading in the Hub Character Area to no less than 50%.

~~x.~~ ~~QQ.~~ SS. Page 46, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting, Notes, fifth bullet (Shade Pockets): Add the following as a sub-bullet point:

All public sidewalks adjacent to Automobile Dealership, Automobile Retail Sales, and Automobile Rental: A minimum 25% shade is required along sidewalk areas located between shade pockets. Overall shade coverage shall equal a total of 50% inclusive of shade pockets and the intermittent areas between shade pockets. All other uses within the HUB character area shall require a minimum 75% shade of public sidewalks.

~~y.~~ ~~RR.~~ Page 46, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Add a note as

TT. follows:

Upon redevelopment of a site formerly used for Automobile Dealership, Automobile Retail Sales, or Automobile Rental into Non-Automobile Dealership, Automobile Retail Sales, or Automobile Rental, right-of-way landscaping and shade requirements shall meet the 75% shade standard.

~~z.~~ Page 46-47, Section 4. Development Standards, Landscape
~~SS.~~ Standards Table 2: Enhanced Streetscape R.O.W Planting: Add a
UU. footnote to apply to all provisions for medians as follows:

All modified median landscaping deviating from City of Phoenix standard landscape requirements shall be privately maintained and identified on the approved master street plan and associated plats.

~~aa.~~ Page 47, Section 4. Development Standards, Landscape Standards
~~TT.~~ Table 2: Enhanced Streetscape R.O.W Planting: Add a footnote to
VV. apply to Development Units 3, 6, and 4A as follows:

51st Avenue, SOUTH OF ESTRELLA DRIVE, is located within Maricopa County jurisdiction. Any street improvements or landscaping on 51st Avenue are subject to the review and approval of Maricopa County.

~~bb.~~ Page 50, Section 5. Signage, Off Premise Signage: Update the end of
~~UU.~~ the second bullet point as follows:
WW.

…design to be presented for review and comment to the Laveen Village Planning Committee.

~~cc.~~ Page 52, Section 6. Sustainability: Add a provision for recycling as the
~~VV.~~ last bullet point.
XX.

~~WW.~~ PAGE 52, SECTION 6, SUSTAINABILITY:
YY.

(1) UPDATE THE LAST SENTENCE IN THE FIRST PARAGRAPH AS FOLLOWS:

DEVELOPMENT PARCELS MUST INCORPORATE ALL THE FOLLOWING SUSTAINABILITY PRINCIPLES:

(2) ADD BULLET POINTS 2, 6, 9, AND 14 UNDER THE REQUIRED SUSTAINABILITY PRINCIPLES.

(3) AFTER THE REQUIRED SUSTAINABILITY ITEMS, ADD THE FOLLOWING:

A MINIMUM OF THREE OPTIONAL SUSTAINABILITY PRINCIPLES SHALL BE SELECTED FROM THE OPTIONS BELOW, AS APPROVED BY THE PLANNING AND DEVELOPMENT DEPARTMENT.

(4) ADD THE REMAINING SUSTAINABILITY ITEMS (BULLET POINTS 1, 3, 4, 5, 7, 8, 10, 11, 12, 13, 15, 16) UNDER THE OPTIONAL SUSTAINABILITY PRINCIPLES, AND INCLUDE UPGRADED HVAC UNITS AT 15 SEER OR HIGHER.

(5) UPDATE BULLET POINT 14 AS FOLLOWS:

THE DEVELOPMENT WILL PROVIDE SAFE, RELIABLE, AND EFFICIENT STORMWATER MANAGEMENT SYSTEMS THAT PROTECT BOTH HUMAN HEALTH AND THE NATURAL ENVIRONMENT.

~~dd.~~ ~~XX.~~ ZZ. Page 57, Section 7. Complete Streets, Design for Safety: Remove the second and third paragraphs.

~~YY.~~ AAA. PAGE 69, PART 2 - DESIGN GUIDELINES, FOOTHILLS CHARACTER AREA, 2.1 SITE AND BUILDING DESIGN, C. ARCHITECTURAL STYLE AND CHARACTER: ADD A BULLET TO INCLUDE THE FOLLOWING:

BUILDING FAÇADES ON ALL MULTIFAMILY DEVELOPMENT, FACING PUBLICLY DEDICATED RIGHT-OF-WAY THAT EXCEEDS 75 FEET IN LENGTH, SHALL CONTAIN A MINIMUM OF ONE ARCHITECTURAL EMBELLISHMENT AND DETAILING SUCH AS TEXTURAL CHANGES, PILASTERS, OFFSETS, RECESSES, WINDOW FENESTRATION, SHADOW BOXES AND OVERHEAD/CANOPIES EVERY 75 LINEAR FEET.

~~ZZ.~~ BBB. PAGE 86 PART 2 - DESIGN GUIDELINES, FOOTHILLS CHARACTER AREA, 2.3 LANDSCAPING, B. SITE WALLS, SCREENS, AND FENCES: UPDATE THIS SECTION TO REQUIRE THE FOLLOWING ALONG ESTRELLA DRIVE AND 47TH AVENUE: 6-FOOT PAINTED CMU PERIMETER WALLS AND TUBULAR MILD STEEL OR PIPE FENCING (ALLOWED TO TARNISH/RUST NATURALLY), IMPLEMENTED IN SEGMENTS THAT CONFORM TO INDUSTRY STANDARD LENGTHS.

~~AAA.~~ CCC. PAGE 92, PART 2 - DESIGN GUIDELINES, FOOTHILLS CHARACTER AREA, 2.3 LANDSCAPING, G. GENERAL LANDSCAPING REQUIREMENTS: ADD THE FOLLOWING:

LOWER-LEVEL LANDSCAPING IS PREFERRED BETWEEN ANY PERIMETER WALLS AND A POSSIBLE BRIDLEPATH ALONG 47TH AVENUE.

~~BBB.~~ DDD. PAGE 93, PART 2 - DESIGN GUIDELINES, FOOTHILLS CHARACTER AREA, 2.3 LANDSCAPING, I. SITE LIGHTING: ADD THE FOLLOWING PARAGRAPH:

IF PRIVATE STREETS ARE PROPOSED IN SINGLE-FAMILY RESIDENTIAL SUBDIVISIONS, MINIMAL STREET LIGHTING SHALL BE CONSIDERED.

~~ee.~~ ~~CCC.~~ EEE. Page 95, Foothills Character Area, 2.3 Landscaping, j. Perimeter Treatments, South Mountain Perimeter Treatment: Delete the last paragraph.

~~DDD.~~ FFF. PAGE 99, PART 2 - DESIGN GUIDELINES, DISTRICT CHARACTER AREA, 3.1 SITE AND BUILDING DESIGN, C. ARCHITECTURAL STYLE AND CHARACTER: ADD A BULLET TO INCLUDE THE FOLLOWING:

BUILDING FAÇADES ON ALL MULTIFAMILY DEVELOPMENT, FACING PUBLICLY DEDICATED RIGHT-OF-WAY THAT EXCEEDS 75 FEET IN LENGTH, SHALL CONTAIN A MINIMUM OF ONE ARCHITECTURAL EMBELLISHMENT AND DETAILING SUCH AS TEXTURAL CHANGES, PILASTERS, OFFSETS, RECESSES, WINDOW FENESTRATION, SHADOW BOXES AND OVERHEAD/CANOPIES EVERY 75 LINEAR FEET.

~~ff.~~ ~~EEE.~~ GGG. Page 103, The District Character Area, 3.1 Site and Building Design, 2. Circulation: Remove Section 2.b.

~~FFF.~~ HHH. PAGE 123, PART 2 - DESIGN GUIDELINES, HUB CHARACTER AREA, 1. SITE AND BUILDING DESIGN, B. ARCHITECTURAL STYLE AND CHARACTER: ADD A BULLET TO INCLUDE THE FOLLOWING:

BUILDING FAÇADES ON ALL MULTIFAMILY DEVELOPMENT, FACING PUBLICLY DEDICATED RIGHT-OF-WAY THAT EXCEEDS

75 FEET IN LENGTH, SHALL CONTAIN A MINIMUM OF ONE ARCHITECTURAL EMBELLISHMENT AND DETAILING SUCH AS TEXTURAL CHANGES, PILASTERS, OFFSETS, RECESSES, WINDOW FENESTRATION, SHADOW BOXES AND OVERHEAD/CANOPIES EVERY 75 LINEAR FEET.

~~gg.~~ ~~GGG.~~ III. Page 142, The Hub Character Area, 2. Circulation, C. Street Design and Landscape Character, Shade Pockets: Update Exhibit H9 to reflect the minimum 25% shade along sidewalk areas between shade pockets and overall shade coverage to total 50% and all uses within the HUB to a minimum 75% shade as required by Stipulation No. 1.~~y~~ SS.

~~hh.~~ ~~HHH.~~ JJJ. Page 143, The Hub Character Area, 2. Circulation, C. Street Design and Landscape Character, Shade Pockets, Conceptual Shade Pocket Detail A, B1, and B2: Update Detail A, B1, and B2 to reflect the required shading requirements per Stipulation No. 1.~~y~~ SS.

~~ii.~~ ~~III.~~ KKK. Update all exhibits to include the 55th Avenue connection from the existing northern stub to Estrella Avenue.

~~jj.~~ ~~JJJ.~~ LLL. Submit legal descriptions for all development units as an appendix to the PUD narrative.

~~KKK.~~ MMM. UPDATE ANY TYPOGRAPHICAL OR SCRIVENER'S ERRORS THROUGHOUT.

2. ~~Where additional review and approval is required in the PUD narrative related to the additional 500 residential dwelling units granted with the construction of a hospital and~~ ANY MULTIFAMILY DEVELOPMENT IN DEVELOPMENT UNITS 2, 5 and 10 THAT EXCEEDS 40 FEET IN HEIGHT any multifamily development in Development Units 9A, 9B, and 10, that is not associated with a resort, SHALL HAVE conceptual site plans, elevations, and landscape plans ~~shall be~~ reviewed and approved by the Planning Hearing Officer through the public hearing process, including review by Laveen Village Planning Committee prior to preliminary site plan approval. This is a legislative review for conceptual purposes only. Specific development standards and requirements will be determined by the Planning Hearing Officer and the Planning and Development Department.

3. A Master ~~**LAND USE**~~ **HEIGHT** AND Density Tracking Matrix shall be provided and updated on all site plan submittals~~**, REGARDLESS OF USE,**~~ to track the number of units ~~**AND PERCENTAGE OF LAND USE**~~ within the PUD area **AND THE BUILDING HEIGHT WITHIN DEVELOPMENT UNIT 1**.

~~**A MINIMUM OF 50% OF THE PUD SITE AREA (288.63 ACRES) SHALL BE DEVELOPED WITH COMMERCIAL USES. ANY RESORT DEVELOPMENT SHALL BE CONSIDERED COMMERCIAL DEVELOPMENT.**~~ UPON RESUBMITTAL OF A POST-COUNCIL HEARING DRAFT OF THE PUD NARRATIVE, A MASTER ~~**LAND USE**~~ **HEIGHT** AND DENSITY TRACKING MATRIX FORMAT SHALL BE ADDED AS AN APPENDIX.

4. The applicant shall submit a Traffic Impact Analysis (TIA) to the City for this development and update the existing Tierra Montana Master Street Plans associated with the Segment Two development area. The TIA shall be submitted to ADOT and MCDOT for interagency review. No preliminary approval of plans shall be granted until the study is reviewed and approved by the City.

5. The developer shall update the existing Tierra Montana Master Street Plan for inclusion of Segment Two network. Phasing sheet to be updated to include roadway networks to be completed by Segment Two development within existing Segment One as per the required updated Traffic Impact Analysis. Roadways located within Segment two that are not under the jurisdiction of the City of Phoenix shall require review and approval with the corresponding jurisdiction.

6. The developer shall design and install, at their expense, traffic signals and or roundabouts at locations approved by the TIA and updated Master Street Plan. The developer shall be responsible for the construction and/or escrow contribution, as approved by the TIA and Master Street Plans. Stipulation subject to change based on TIA comments for signal location evaluation and funding responsibility.

7. The developer shall dedicate and construct roadway, paving, curb, gutter, detached sidewalk, traffic signal infrastructure, and other necessary incidentals for all arterial and collector roadways as per the approved TIA and Master Street Plan.

8. The developer shall provide access control at locations in accordance with the City's Design Standards Manual and/or as approved per the Master Street Plan.

9. The full limits of 51st Avenue shall be dedicated and constructed north of Estrella Drive to Carver Road, per the cross-section approved in the master street plan.

10. The full limits of 51st Avenue shall be dedicated and constructed south of Estrella Drive, as approved by Maricopa County. Should 51st Avenue be annexed into the City of Phoenix, right-of-way dedications and improvements shall be required to meet City of Phoenix standards.

11. Right-of-way shall be dedicated and constructed for the west side of 47th Avenue, as required by the approved master street plans. SHOULD A REQUEST BE SUBMITTED TO ABANDON 47TH AVE, IT SHALL BE CONSIDERED THROUGH A FORMAL HEARING PROCESS PRIOR TO OR CONCURRENT WITH THE TIA AND APPROVED MASTER STREET PLAN.

12. A minimum 60-feet of right-of-way shall be dedicated and constructed for the full limits of 55th Avenue. **THE DEVELOPER SHALL WORK WITH THE STREET TRANSPORTATION DEPARTMENT TO INCORPORATE TRAFFIC MITIGATION MEASURES.**

13. All modified median landscaping deviating from City of Phoenix standard landscape requirements shall be privately maintained and identified on the approved master street plan and associated plats.

14. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the east side of 51st Avenue, south of Estrella Drive. Construction of the multi-use trail shall be to City standards.

15. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the north side of Estrella Drive, WEST OF 51ST AVENUE. Construction of the multi-use trail shall be to City standards.

16. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the south and west sides of Gila Foothills Parkway, as depicted on Exhibit 11 – Conceptual Trail Plan. Construction of the multi-use trail shall be to City standards.

17. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the north side of 55th Avenue, connecting to 51st Avenue. Construction of the multi-use trail shall be to City standards.

18. The developer shall convey land, if necessary, located at the end of Gila Foothills Parkway as a trailhead to South Mountain Preserve, as modified and approved by the Parks and Recreation Department and Planning and Development Department. The final acreage and configuration of the property to be conveyed, along with timing of the conveyance, shall be mutually agreed upon by the developer, the Parks and Recreation Department, and Planning and Development Department.

19. The developer shall **INVESTIGATE** enter**ING** into a development agreement with the City regarding ~~**the location and construction of a parking lot for the trailhead at the end of Gila Foothills Parkway, as approved or modified by the Parks and Recreation Department and Planning and Development Department**~~ **PUBLIC INFRASTRUCTURE**.

20. The developer shall underground existing electrical utilities within the public right-of-way that are impacted or require relocation, excluding 69kv or larger, as part of this project. The developer shall coordinate with the affected utility companies for their review and permitting.

21. Existing irrigation facilities along all public streets are to be undergrounded and relocated outside of City right-of-way, UNLESS OTHERWISE APPROVED BY THE STREET TRANSPORTATION DEPARTMENT. Contact SRP to identify existing land rights and establish the appropriate process to relocate the facility. ~~Relocations that require additional dedications or land transfer require completion prior to obtaining plat and/or civil plan review approval, or as approved by the Planning and Development Department.~~

22. ALL MAJOR PUBLIC INFRASTRUCTURE SHALL BE CONSTRUCTED AS PART OF THE FIRST PHASE OF CONSTRUCTION, SUBJECT TO A DEVELOPMENT AGREEMENT WITH THE CITY OF PHOENIX AND AN UPDATED STREETS MASTER PLAN, INCLUDING THE FOLLOWING: 51ST AVENUE FROM THE LOOP 202 FREEWAY ON THE SOUTH TO CARVER ROAD; GILA FOOTHILLS PARKWAY; ESTRELLA DRIVE FROM THE LOOP 202 FREEWAY ON THE WEST TO 47TH AVENUE; 47THE AVENUE ADJACENT TO THE SITE (UNLESS ABANDONED); AND 55TH AVENUE AS REQUIRED BY THE CITY OF PHOENIX. THIS WILL ALSO INCLUDE ANY REQUIRED WATER, SEWER, AND STORMWATER INFRASTRUCTURE.

23. THE PROPOSED “COUNTY LANE” SHALL BE SHIFTED SO AS NOT TO DIRECTLY ALIGN WITH THE FRONT ENTRY OF ANY EXISTING RESIDENTIAL HOMES. THE FINAL LOCATION SHALL BE DETERMINED AT THE TIME OF MASTER STREET PLAN, AS APPROVED BY THE PLANNING AND DEVELOPMENT DEPARTMENT AND THE STREET TRANSPORTATION DEPARTMENT.

~~22.~~ 24. 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.

~~23.~~ 25. If determined necessary by the Phoenix Archaeology 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 Archaeologist prior to clearing and grubbing, landscape salvage, and/or grading approval.

~~24.~~ 26. If Phase I data testing is required, and if, upon review of the results from the Phase I data testing, the City Archaeologist, in consultation with a qualified archaeologist, determines such data recovery excavations are necessary, the

applicant shall conduct Phase II archaeological data recovery excavations.

~~25.~~ 27. 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.

~~26.~~ 28. Prior to final 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.

29. THE PROPERTY OWNER, OR DESIGNEE, SHALL PROVIDE ANNUAL LAND DEVELOPMENT UPDATES ON THE STATUS OF DEVELOPMENT WITHIN THE PUD TO THE LAVEEN VILLAGE PLANNING COMMITTEE UNTIL ALL LAND IN THE HUB CHARACTER AREA AND DEVELOPMENT UNITS 9A AND 9B HAVE PRELIMINARY SITE PLAN APPROVAL.

30. PRIOR TO PRELIMINARY SITE PLAN APPROVAL FOR ANY DEVELOPMENT WITHIN THE PUD, THE DEVELOPER SHALL NOTIFY THE FOLLOWING INDIVIDUALS:

PHIL HERTEL
2845 W. BROADWAY ROAD
PHOENIX, AZ 85041

JON KIMOTO
3216 W. ANSELL ROAD
LAVEEN, AZ 85339

JOHN BZDEL
12120 S. 39TH AVENUE
LAVEEN, AZ 85339

MARIA REAGIN
4131 W. CALLE POCO
LAVEEN, AZ 85339

LINDA ABEGG
5407 W. WINSTON DRIVE
LAVEEN, AZ 85339

STEPHANIE HURD
10207 S. 47TH AVENUE
LAVEEN, AZ 85339

FRANCISCO BARRAZA
4152 W. ALLEN STREET
LAVEEN, AZ 85339

JOANNE JENSEN
8303 S. 17TH DRIVE
PHOENIX, AZ 85041

PATRICK NASSER-TAYLOR
11024 S. 56TH LANE
LAVEEN, AZ 85339

CARLOS ORTEGA
7006 S. 40TH LANE
PHOENIX, AZ 85041

REBECCA PERRERA
7914 S. 73RD LANE
LAVEEN, AZ 85339

JENNIFER ROUSE
4821 W. ELLIS STREET
LAVEEN, AZ 85339

Staff comments regarding VPC Recommendation:

Staff recommends that Stipulation No. 1.AA be clarified that 50% of the area within Development Unit 1 which permits 40 feet in height be permitted 40 feet, and the remaining 50% be limited to a maximum of 30 feet in height.

Staff recommends Stipulation No. 1.Z be modified to remove Development Unit 10, which already has a maximum height of 56 feet.

Staff recommends that Stipulation No. 1.JJ and 2 be modified to remove the first reference to Development Unit 10, as any multifamily development not associated with the resort, regardless of height, is subject to additional review and approval per Stipulation No. 1.MM.

ATTACHMENT E

City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

To: City of Phoenix Planning Commission **Date:** April 4, 2024

From: Racelle Escolar, AICP
Principal Planner

Subject: ITEM NO. 6 (Z-53-22-8) – APPROXIMATELY 860 FEET SOUTH OF THE SOUTHWEST CORNER OF 51ST AVENUE AND CARVER ROAD

The purpose of this memo is to recommend modified stipulations in response to the Laveen Village Planning Committee (VPC) recommendation and additional modifications requested by the applicant.

Rezoning Case No. Z-53-22-8 is a request to rezone 288.63 acres of S-1 (Ranch or Farm Residence), S-1 (Approved C-2 PCD) (Ranch or Farm Residence, Approved Intermediate Commercial, Planned Community District), S-1 (Approved R-2 PCD) (Ranch or Farm Residence, Approved Multifamily Residence District, Planned Community District), S-1 (Approved R-3 PCD) (Ranch or Farm Residence, Approved Multifamily Residence District, Planned Community District), S-1 (Approved R-3A PCD) (Ranch or Farm Residence, Approved Multifamily Residence District, Planned Community District), S-1 (Approved R1-10 PCD) (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District), S-1 (Approved R1-18 PCD) (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District), S-1 (Approved R1-8 PCD) (Ranch or Farm Residence, Approved Single-Family Residence District, Planned Community District), S-1 (Approved RH/R1-10 PCD) (Ranch or Farm Residence, Approved Resort District/Single-Family Residence District, Planned Community District) to PUD (Planned Unit Development) for the Gila Foothills PUD to allow single and multifamily residential, commercial uses, and some commerce park.

The Laveen VPC heard this request on March 18, 2024, and recommended approval per the staff memo dated March 18, 2024 with modifications and additional stipulations by a vote of 8-0.

Staff recommends that Stipulation No. 1.AA be clarified to address that 50 percent of the area within Development Unit 1 which permits 40 feet in height be permitted 40 feet, and the remaining 50 percent be limited to a maximum of 30 feet in height.

Staff recommends Stipulation No. 1.Z be modified to remove Development Unit 10, which already has a maximum height of 56 feet.

Staff recommends that Stipulation No. 1.JJ and 2 be modified to remove the reference to Development Unit 10 related to multifamily development that exceeds 40 feet in height, as any multifamily development not associated with the resort, regardless of height, is subject to additional review and approval per Stipulation No. 1.MM.

The applicant has requested that Stipulation Nos. 1.M, 1.MM, and 2 be modified to only apply to a 50-acre area reserved for a resort in development units 9A, 9B, and 10, and the remaining approximately 7 acres does not require a time limit for the reservation of a resort. The intent is that the approximately 7-acre area would not be placed in an area that would interrupt the viability of having a relatively contiguous 50-acre area reserved for a resort. This is addressed through modifications to Stipulation Nos. 1.M, 1.MM, and 2 below.

The applicant has also requested that a maximum of 40 lots within the area limited to 2.34 dwelling units per acre in Development Unit 8. This is to address additional concerns related to density in Development Unit 8. Staff recommends a modification to Stipulation No. 1.FF to further limit the area to a maximum of 40 lots.

Staff recommends approval, per the modified stipulations in **bold** font below:

1. An updated Development Narrative for the Gila Foothills PUD reflecting the changes approved through this request shall be submitted to the Planning Department within 30 days of City Council approval of this request. The updated Development Narrative shall be consistent with Development Narrative date stamped February 1, 2024, as modified by the following stipulations.

    a. Front Cover, add “City Council adopted: [Insert Adoption date]”

    b. Page 16, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses: Add a paragraph under the heading as follows:

    All temporary uses shall comply with Section 708 of the Phoenix Zoning Ordinance.

    c. Page 16, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses: Add a paragraph under the heading as follows:
    The permitted land uses depicted below are restricted to the maximum square footage of the land use assumptions established in Appendix A2. Land Use Assumptions for Street Master Plan. Each developer shall be required to provide an updated land use matrix illustrating maximum land use square footages in compliance with Appendix A2. Land Use Assumptions for Street Master Plan. Amendments to increase these established land use assumptions may be administered through a PUD Minor Amendment and shall require an updated Traffic Impact Analysis incorporating the increased assumptions.

    D. PAGE 16, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNIT 1: ADD “SINGLE-FAMILY RESIDENTIAL.”

E. PAGE 16, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNITS 2, 3, AND 4A: DELETE ~~MODIFY~~ "SELF SERVICE STORAGE (LIMITED TO A MAXIMUM TOTAL OF TWO ~~ONE~~ (2 ~~1~~) ACROSS THE ENTIRE PUD SITE ~~WITHIN THE HUB CHARACTER AREA~~)".

~~d.~~ F. Page 16, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Units 2, 3, 4A: Add the following bullet point:

- Hospitals
  - Minimum 100 inpatient beds required TO ACHIEVE THE ADDITIONAL 500 UNITS REFERENCED IN THE DEVELOPMENT STANDARDS TABLE 6: MISCELLANEOUS.

G. PAGE 20, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNIT 5 AND 6: ADD THE FOLLOWING:

- SINGLE-FAMILY RESIDENTIAL IS ALLOWED IN DEVELOPMENT UNIT 5.

H. PAGE 20, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNITS 8: DELETE "ALL TYPES OF OFFICE."

I. PAGE 20, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNIT 8: ADD THE FOLLOWING:

- SINGLE-FAMILY RESIDENTIAL.

J. PAGE 20, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNITS 8: ADD THE FOLLOWING:

PROFESSIONAL, MEDICAL, DENTAL AND ADMINISTRATIVE OFFICE USE INCLUDING CLERICAL OR SALES REPRESENTATIVE OFFICES. NO COMMODITY OR TANGIBLE PERSONAL PROPERTY, EITHER BY WAY OF INVENTORY OR SAMPLE, SHALL BE STORED, KEPT, OR EXHIBITED IN ANY SAID OFFICE OR ON THE PREMISES WHEREIN THE SAID OFFICE IS LOCATED EXCEPT MATERIALS ASSOCIATED WITH PROFESSIONAL OR MEDICAL PRACTICE. SUCH OFFICE USE SHALL NOT INCLUDE:

A. BRANCH OFFICES FOR THE FOLLOWING: BANKS, BUILDING AND LOAN ASSOCIATIONS, BROKAGE HOUSES, SAVINGS AND LOAD ASSOCIATIONS, FINANCE COMPANIES, TITLE INSURANCE COMPANIES, TITLE INSURANCE COMPANIES AND TRUST COMPANIES.

B. VETERINARY OFFICES.

K. PAGE 21, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNIT 9A: ADD THE FOLLOWING:

- SINGLE-FAMILY RESIDENTIAL.

~~f.~~ L. Page 21, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Unit 9B: Modify the third bullet point to "Alcohol sales as an accessory use."

~~e.~~ M. Page 21, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Units 9A, 9B, and 10: Add a sub-bullet point under "Multifamily" as follows:

Only permitted if building permits for a resort have not been issued within ~~three~~ FIVE years of the dedication of Gila Foothills Parkway and no sooner than five years after the adoption of the PUD. **THIS PROVISION ONLY APPLIES TO A 50-ACRE RESORT RESERVATION AREA AND NOT TO THE REMAINING APPROXIMATELY 7 ACRES. THE 7 ACRES OF MULTIFAMILY DEVELOPMENT MUST BE PLACED IN AREA/S THAT WOULD NOT INTERRUPT THE VIABILITY OF HAVING A RELATIVELY CONTIGUOUS 50-ACRE AREA RESERVED FOR A RESORT.**

N. PAGE 23, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PROHIBITED LAND USES, ALL DEVELOPMENT UNITS: ADD "SELF SERVICE STORAGE" AND "PAWN SHOPS".

~~g.~~ O. Page 25, Section 3.3 Roadway Circulation, 51st Avenue: Remove all reference to "half-street improvements" and modify to "full limits" of 51st Avenue.

~~h.~~ P. Page 28, Section 3.3 Roadway Circulation, Exhibit 11 – Conceptual Trail Plan: Modify to show the MUT on the south and west sides of Gila Foothills Parkway.

~~i.~~ Q. Page 28, Section 3.3 Roadway Circulation, Exhibit 11 – Conceptual Trail Plan: Remove "or Planned" from the legend heading.

R. PAGE 32, EXHIBIT 14, UPDATE TO REFLECT THE UPDATED MAXIMUM HEIGHT ALLOWED.

S. PAGE 39, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 1: BUILDING SETBACKS: UPDATE THE SETBACKS FOR DEVELOPMENT UNIT 10 ALONG GILA FOOTHILLS PARKWAY TO 25 FEET.

~~j.~~ T. Page 39, Section 4. Development Standards, Development Standards Table 1: Building Setbacks: Add a row to the end of the table for the Property Line shared with South Mountain Park; and require a ~~25~~ 50-foot setback for Development Units 9A, 9B, and 10.

~~k.~~ U. Page 41, Section 4. Development Standards, Development Standards Table 3: Landscape Buffers, 47th Avenue: Switch the provisions for Development Units 9A and 9B.

~~l.~~ V Page 41, Section 4. Development Standards, Development Standards Table 3: Landscape Buffers: Add a row to the end of the table for the Property Line shared with South Mountain Park, and require a ~~25~~ 50-foot buffer for Development Units 9A, 9B, and 10. Also add a footnote to see the South Mountain Perimeter Zone provisions on pages 64 and 95.

W. PAGE 41, SECTION 4. DEVELOPMENT STANDARDS, TABLE 4: BUILDING HEIGHT, UPDATE THE MAXIMUM BUILDING HEIGHT FOR DEVELOPMENT UNITS 3, 4A, 4B, AND 6 TO ALLOW A MAXIMUM OF 40 FEET.

X. PAGE 41, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 4: BUILDING HEIGHT: MODIFY FOOTNOTE (1) AS FOLLOWS:

HOSPITAL USES MAY BE UP TO 120 FEET IN HEIGHT FOR UP TO 20% OF THE AREA OF THE DEVELOPMENT UNIT.

Y. PAGE 41, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 4: BUILDING HEIGHT: ADD FOOTNOTE (3) TO APPLY TO DEVELOPMENT UNITS 2, 3, 4A, 4B THAT STATES THE FOLLOWING:

PARKING GARAGES ACCESSORY TO AN AUTOMOBILE DEALERSHIP MAY BE UP TO 56 FEET IN HEIGHT.

Z. PAGE 41, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 4: BUILDING HEIGHT: ADD

FOOTNOTE (4) TO APPLY TO DEVELOPMENT UNITS 9A~~,~~ **AND** 9B~~,~~ ~~**AND 10**~~ THAT STATES THE FOLLOWING:

RESORT USES MAY BE UP TO 48 FEET IN HEIGHT, SUBJECT TO DEVELOPMENT STANDARDS TABLE 5: BUILDING STEP BACK.

AA. PAGE 41, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 4: BUILDING HEIGHT: ADD A FOOTNOTE TO APPLY TO DEVELOPMENT UNIT 1 THAT STATES THE FOLLOWING:

A MAXIMUM OF 50% OF **DEVELOPMENT UNIT 1** ~~THE AREA THAT~~ **THAT** ALLOWS 40 FEET IN HEIGHT CAN BE DEVELOPED UP TO THE MAXIMUM HEIGHT OF 40 FEET. **THE REMAINING 50% SHALL BE LIMITED TO A MAXIMUM OF 30 FEET IN HEIGHT.**

~~AA.~~ PAGE 42, SECTION 4. DEVELOPMENT STANDARDS,
BB. DEVELOPMENT STANDARDS TABLE 5: BUILDING STEP BACK: UPDATE THE FIRST COLUMN REFERENCING THE PROPERTY LINE SHARED WITHIN TIERRA MONTANA AS FOLLOWS:

PROPERTY LINE SHARED WITH (OR MEASURED FROM) TIERRA MONTANA NEIGHBORHOOD

~~m.~~ Page 42, Section 4. Development Standards, Development Standards
~~BB.~~ Table 5: Building Step Backs, Gila Foothills Parkway and 51st Ave:
CC. Switch the provisions for Development Unit 6.

~~n.~~ Page 42, Section 4. Development Standards, Development Standards
~~CC.~~ Table 5: Building Step Backs: Add the following to the end of Footnote
DD. (3):

An additional foot of height will be allowed for every two additional feet of setback.

~~DD.~~ PAGE 42, SECTION 4. DEVELOPMENT STANDARDS,
EE. DEVELOPMENT STANDARDS TABLE 5: BUILDING STEP BACK: ADD FOOTNOTE (7) TO DEVELOPMENT UNIT 2 THAT STATES THE FOLLOWING WITHIN THE “PROPERTY LINE SHARED WITH (OR MEASURED FROM) TIERRA MONTANA NEIGHBORHOOD” ROW IN THE TABLE:

56-FOOT MAXIMUM BUILDING HEIGHT WITHIN 900 FEET OF THE TIERRA MONTANA NEIGHBORHOOD.

~~EE.~~ PAGE 43, SECTION 4, DEVELOPMENT STANDARDS,
FF. DEVELOPMENT STANDARDS TABLE 6: MISCELLANEOUS,

MAXIMUM RESIDENTIAL DENSITY, DEVELOPMENT UNIT 8: UPDATE THE DENSITY TO 14 DU/AC; AND 2.34 DU/ACRE **OR A MAXIMUM OF 40 LOTS (WHICHEVER IS LESS)** FOR THE FIRST 500 FEET; AND A FOOTNOTE THAT STATES THE FOLLOWING:

THE FIRST 500 FEET IS MEASURED FROM BOTH ESTRELLA DRIVE AND 47TH AVENUE TO CREATE AN "L" SHAPED DEVELOPMENT AREA. SEE DEVELOPMENT UNIT 8 DENSITY EXHIBIT AND TABLE 7 FOR SINGLE-FAMILY DEVELOPMENT STANDARDS.

~~p.~~ FF. GG. Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous: Delete the row for Maximum Number of Units.

~~q.~~ ~~GG.~~ HH. Page 43, Section 4. Development Standards, DEVELOPMENT STANDARDS TABLE 6: Miscellaneous ~~Table~~, Parking Standards, first bullet: ~~Add "model" to the end.~~ DELETE THE FIRST BULLET REGARDING THE SALE OF EV OR HYBRID AUTOMOBILES.

~~r.~~ ~~HH.~~ II. Page 43, Section 4. Development Standards, DEVELOPMENT STANDARDS TABLE 6: Miscellaneous ~~Table~~, Parking Standards, fourth bullet: Remove "not to exceed 10 chargers."

~~s.~~ ~~II.~~ JJ. Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous, Footnotes: Modify ~~the end of~~ Footnote (1) ~~to add the following~~ AS FOLLOWS:

THE ENTIRE OVERALL PUD SITE MAY BE DEVELOPED WITH A MAXIMUM OF ~~1,700~~ 1,200 RESIDENTIAL UNITS. HOTEL GUEST ROOMS DO NOT COUNT TOWARDS THE MAXIMUM ~~1,700~~ 1,200 DWELLING UNITS FOR THE OVERALL PUD SITE. UPON CERTIFICATE OF OCCUPANCY OF A LEVEL 1 TRAUMA CENTER HOSPITAL, AS DEFINED BY THE ARIZONA DEPARTMENT OF HEALTH SERVICES, IN DEVELOPMENT UNIT 2 AN ADDITIONAL 500 DWELLING UNITS ABOVE THE ~~1,700~~ 1,200 CAP ARE PERMITTED WITH DEVELOPMENT UNITS 2 AND 5. Additional review and approval is required for ~~the additional 500 units~~ ANY MULTIFAMILY DEVELOPMENT IN DEVELOPMENT UNITS 2~~,~~ **AND** 5 ~~**AND 10**~~ THAT EXCEEDS 40 FEET IN HEIGHT, per Z-53-22-8 stipulation.

KK. PAGE 43, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 6: MISCELLANEOUS, FOOTNOTE (5): UPDATE TO REPLACE MAXIMUM 1,700 RESIDENTIAL UNITS WITH 1,200.

~~o.~~ Page 43, Section 4. Development Standards, Development Standards
~~JJ.~~ Table 6: Miscellaneous, Maximum Residential Density: Add Footnote
LL. (2) to Development Unit 2.

~~t. Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous, Footnotes, add Footnote (6) that states the following and apply it to Development Units 9A, 9B, and 10:~~

~~Additional review and approval is required for any multifamily development that is not associated with a resort per Z-53-22-8 stipulation.~~

~~KK.~~ PAGE 43, SECTION 4. DEVELOPMENT STANDARDS,
MM. DEVELOPMENT STANDARDS TABLE 6: MISCELLANEOUS, FOOTNOTES: ADD A FOOTNOTE THAT STATES THE FOLLOWING AND APPLY IT TO DEVELOPMENT UNITS 9A, 9B AND 10:

FOR ANY MULTIFAMILY DEVELOPMENT NOT ASSOCIATED WITH A RESORT **~~ON~~ IN** DEVELOPMENT UNITS 9A, 9B AND 10, **AND WITHIN A 50-ACRE RESORT RESERVATION AREA,** CONCEPTUAL SITE PLANS, ELEVATIONS, AND LANDSCAPE PLANS SHALL BE REVIEWED AND APPROVED BY THE PLANNING HEARING OFFICER THROUGH THE PUBLIC HEARING PROCESS, INCLUDING REVIEW BY THE LAVEEN VILLAGE PLANNING COMMITTEE PRIOR TO PRELIMINARY SITE PLAN APPROVAL. THIS IS A LEGISLATIVE REVIEW FOR CONCEPTUAL PURPOSES ONLY. SPECIFIC DEVELOPMENT STANDARDS AND REQUIREMENTS WILL BE DETERMINED BY THE PLANNING HEARING OFFICER AND THE PLANNING AND DEVELOPMENT DEPARTMENT.

~~LL.~~ PAGE 43, SECTION 4. DEVELOPMENT STANDARDS: ADD
NN. DEVELOPMENT STANDARDS TABLE 7: DEVELOPMENT STANDARDS FOR SINGLE-FAMILY DEVELOPMENT. THIS TABLE WILL ADDRESS SINGLE-FAMILY RESIDENTIAL DEVELOPMENT STANDARDS TO INCLUDE THE FOLLOWING:

- SELECT R1-18 LOT STANDARDS
- RESTRICTED TO 1-STORY AND 22 FEET IN HEIGHT FOR THE LOTS ALONG ESTRELLA DRIVE AND 47TH AVENUE. ALL THE INTERIOR LOTS ARE ALLOWED TO BE 2-STORIES WITH UP TO 30 FEET IN HEIGHT.
- RECTANGULAR LOTS SHALL HAVE AN AVERAGE LOT WIDTH OF 90 FEET.
- MINIMUM 22-FOOT-LONG DRIVEWAYS
- MINIMUM ~~5~~ 15% OPEN SPACE.

- MINIMUM ROOF OVERHANG OF ~~12~~ 18 INCHES.

~~MM.~~ OO. PAGE 43-44, SECTION 4, DEVELOPMENT STANDARDS: ADD DEVELOPMENT UNIT 8 DENSITY EXHIBIT TO VISUALLY DEMONSTRATE THE “L” SHAPED AREA MEASURED 500 FEET FROM BOTH ESTRELLA DRIVE AND 47TH AVENUE.

~~u.~~ ~~NN.~~ PP. Page 45, Section 4. Development Standards, Landscape Standards, Landscape Standards Table 1: Landscape Setbacks: Update title to Landscape Standards Table 1: Landscape Plant Types.

~~v.~~ ~~OO.~~ QQ. Page 46, Section 4. Development Standards, Landscape Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Modify the title to “Landscape Standards Table 2: Enhanced Streetscape R.O.W. Planting and Public Shade Standards”.

~~w.~~ ~~PP.~~ RR. Page 46, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Revise sidewalk shading to show all sidewalk shading in the Hub Character Area to no less than 50%.

~~x.~~ ~~QQ.~~ SS. Page 46, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting, Notes, fifth bullet (Shade Pockets): Add the following as a sub-bullet point:

All public sidewalks adjacent to Automobile Dealership, Automobile Retail Sales, and Automobile Rental: A minimum 25% shade is required along sidewalk areas located between shade pockets. Overall shade coverage shall equal a total of 50% inclusive of shade pockets and the intermittent areas between shade pockets. All other uses within the HUB character area shall require a minimum 75% shade of public sidewalks.

~~y.~~ ~~RR.~~ TT. Page 46, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Add a note as follows:

Upon redevelopment of a site formerly used for Automobile Dealership, Automobile Retail Sales, or Automobile Rental into Non-Automobile Dealership, Automobile Retail Sales, or Automobile Rental, right-of-way landscaping and shade requirements shall meet the 75% shade standard.

~~z.~~ ~~SS.~~ UU. Page 46-47, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Add a footnote to apply to all provisions for medians as follows:

All modified median landscaping deviating from City of Phoenix standard landscape requirements shall be privately maintained and identified on the approved master street plan and associated plats.

~~aa.~~ Page 47, Section 4. Development Standards, Landscape Standards
~~TT.~~ Table 2: Enhanced Streetscape R.O.W Planting: Add a footnote to
VV. apply to Development Units 3, 6, and 4A as follows:

51st Avenue, SOUTH OF ESTRELLA DRIVE, is located within Maricopa County jurisdiction. Any street improvements or landscaping on 51st Avenue are subject to the review and approval of Maricopa County.

~~bb.~~ Page 50, Section 5. Signage, Off Premise Signage: Update the end of
~~UU.~~ the second bullet point as follows:
WW.

…design to be presented for review and comment to the Laveen Village Planning Committee.

~~cc.~~ Page 52, Section 6. Sustainability: Add a provision for recycling as the
~~VV.~~ last bullet point.
XX.

~~WW.~~ PAGE 52, SECTION 6, SUSTAINABILITY:
YY.

(1) UPDATE THE LAST SENTENCE IN THE FIRST PARAGRAPH AS FOLLOWS:

DEVELOPMENT PARCELS MUST INCORPORATE ALL THE FOLLOWING SUSTAINABILITY PRINCIPLES:

(2) ADD BULLET POINTS 2, 6, 9, AND 14 UNDER THE REQUIRED SUSTAINABILITY PRINCIPLES.

(3) AFTER THE REQUIRED SUSTAINABILITY ITEMS, ADD THE FOLLOWING:

A MINIMUM OF THREE OPTIONAL SUSTAINABILITY PRINCIPLES SHALL BE SELECTED FROM THE OPTIONS BELOW, AS APPROVED BY THE PLANNING AND DEVELOPMENT DEPARTMENT.

(4) ADD THE REMAINING SUSTAINABILITY ITEMS (BULLET POINTS 1, 3, 4, 5, 7, 8, 10, 11, 12, 13, 15, 16) UNDER THE OPTIONAL SUSTAINABILITY PRINCIPLES, AND

INCLUDE UPGRADED HVAC UNITS AT 15 SEER OR HIGHER.

(5) UPDATE BULLET POINT 14 AS FOLLOWS:

THE DEVELOPMENT WILL PROVIDE SAFE, RELIABLE, AND EFFICIENT STORMWATER MANAGEMENT SYSTEMS THAT PROTECT BOTH HUMAN HEALTH AND THE NATURAL ENVIRONMENT.

~~dd.~~ ~~XX.~~ ZZ. Page 57, Section 7. Complete Streets, Design for Safety: Remove the second and third paragraphs.

~~YY.~~ AAA. PAGE 69, PART 2 - DESIGN GUIDELINES, FOOTHILLS CHARACTER AREA, 2.1 SITE AND BUILDING DESIGN, C. ARCHITECTURAL STYLE AND CHARACTER: ADD A BULLET TO INCLUDE THE FOLLOWING:

BUILDING FAÇADES ON ALL MULTIFAMILY DEVELOPMENT, FACING PUBLICLY DEDICATED RIGHT-OF-WAY THAT EXCEEDS 75 FEET IN LENGTH, SHALL CONTAIN A MINIMUM OF ONE ARCHITECTURAL EMBELLISHMENT AND DETAILING SUCH AS TEXTURAL CHANGES, PILASTERS, OFFSETS, RECESSES, WINDOW FENESTRATION, SHADOW BOXES AND OVERHEAD/CANOPIES EVERY 75 LINEAR FEET.

~~ZZ.~~ BBB. PAGE 86 PART 2 - DESIGN GUIDELINES, FOOTHILLS CHARACTER AREA, 2.3 LANDSCAPING, B. SITE WALLS, SCREENS, AND FENCES: UPDATE THIS SECTION TO REQUIRE THE FOLLOWING ALONG ESTRELLA DRIVE AND 47TH AVENUE: 6-FOOT PAINTED CMU PERIMETER WALLS AND TUBULAR MILD STEEL OR PIPE FENCING (ALLOWED TO TARNISH/RUST NATURALLY), IMPLEMENTED IN SEGMENTS THAT CONFORM TO INDUSTRY STANDARD LENGTHS.

~~AAA.~~ CCC. PAGE 92, PART 2 - DESIGN GUIDELINES, FOOTHILLS CHARACTER AREA, 2.3 LANDSCAPING, G. GENERAL LANDSCAPING REQUIREMENTS: ADD THE FOLLOWING:

LOWER-LEVEL LANDSCAPING IS PREFERRED BETWEEN ANY PERIMETER WALLS AND A POSSIBLE BRIDLEPATH ALONG 47TH AVENUE.

~~BBB.~~ DDD. PAGE 93, PART 2 - DESIGN GUIDELINES, FOOTHILLS CHARACTER AREA, 2.3 LANDSCAPING, I. SITE LIGHTING: ADD THE FOLLOWING PARAGRAPH:

IF PRIVATE STREETS ARE PROPOSED IN SINGLE-FAMILY RESIDENTIAL SUBDIVISIONS, MINIMAL STREET LIGHTING SHALL BE CONSIDERED.

~~ee.~~ ~~CCC.~~ EEE. Page 95, Foothills Character Area, 2.3 Landscaping, j. Perimeter Treatments, South Mountain Perimeter Treatment: Delete the last paragraph.

~~DDD.~~ FFF. PAGE 99, PART 2 - DESIGN GUIDELINES, DISTRICT CHARACTER AREA, 3.1 SITE AND BUILDING DESIGN, C. ARCHITECTURAL STYLE AND CHARACTER: ADD A BULLET TO INCLUDE THE FOLLOWING:

BUILDING FAÇADES ON ALL MULTIFAMILY DEVELOPMENT, FACING PUBLICLY DEDICATED RIGHT-OF-WAY THAT EXCEEDS 75 FEET IN LENGTH, SHALL CONTAIN A MINIMUM OF ONE ARCHITECTURAL EMBELLISHMENT AND DETAILING SUCH AS TEXTURAL CHANGES, PILASTERS, OFFSETS, RECESSES, WINDOW FENESTRATION, SHADOW BOXES AND OVERHEAD/CANOPIES EVERY 75 LINEAR FEET.

~~ff.~~ ~~EEE.~~ GGG. Page 103, The District Character Area, 3.1 Site and Building Design, 2. Circulation: Remove Section 2.b.

~~FFF.~~ HHH. PAGE 123, PART 2 - DESIGN GUIDELINES, HUB CHARACTER AREA, 1. SITE AND BUILDING DESIGN, B. ARCHITECTURAL STYLE AND CHARACTER: ADD A BULLET TO INCLUDE THE FOLLOWING:

BUILDING FAÇADES ON ALL MULTIFAMILY DEVELOPMENT, FACING PUBLICLY DEDICATED RIGHT-OF-WAY THAT EXCEEDS 75 FEET IN LENGTH, SHALL CONTAIN A MINIMUM OF ONE ARCHITECTURAL EMBELLISHMENT AND DETAILING SUCH AS TEXTURAL CHANGES, PILASTERS, OFFSETS, RECESSES, WINDOW FENESTRATION, SHADOW BOXES AND OVERHEAD/CANOPIES EVERY 75 LINEAR FEET.

~~gg.~~ ~~GGG.~~ III. Page 142, The Hub Character Area, 2. Circulation, C. Street Design and Landscape Character, Shade Pockets: Update Exhibit H9 to reflect the minimum 25% shade along sidewalk areas between shade pockets and overall shade coverage to total 50% and all uses within the HUB to a minimum 75% shade as required by Stipulation No. 1.~~y~~ SS.

~~hh.~~ Page 143, The Hub Character Area, 2. Circulation, C. Street Design
~~HHH.~~ and Landscape Character, Shade Pockets, Conceptual Shade Pocket
JJJ. Detail A, B1, and B2: Update Detail A, B1, and B2 to reflect the required shading requirements per Stipulation No. 1.~~y~~ SS.

~~ii.~~ Update all exhibits to include the 55th Avenue connection from the
~~III.~~ existing northern stub to Estrella Avenue.
KKK.

~~jj.~~ Submit legal descriptions for all development units as an appendix to
~~JJJ.~~ the PUD narrative.
LLL.

~~KKK.~~ UPDATE ANY TYPOGRAPHICAL OR SCRIVENER'S ERRORS
MMM. THROUGHOUT.

2. ~~Where additional review and approval is required in the PUD narrative related to the additional 500 residential dwelling units granted with the construction of a hospital and~~ ANY MULTIFAMILY DEVELOPMENT IN DEVELOPMENT UNITS 2~~,~~ **AND** 5 ~~**and 10**~~ THAT EXCEEDS 40 FEET IN HEIGHT **AND** any multifamily development **NOT ASSOCIATED WITH A RESORT** in Development Units 9A, 9B, and 10, **AND WITHIN A 50-ACRE RESORT RESERVATION AREA ~~that is not associated with a resort~~**, SHALL HAVE conceptual site plans, elevations, and landscape plans ~~shall be~~ reviewed and approved by the Planning Hearing Officer through the public hearing process, including review by Laveen Village Planning Committee prior to preliminary site plan approval. This is a legislative review for conceptual purposes only. Specific development standards and requirements will be determined by the Planning Hearing Officer and the Planning and Development Department.

3. A Master ~~LAND USE~~ HEIGHT AND Density Tracking Matrix shall be provided and updated on all site plan submittals~~, REGARDLESS OF USE,~~ to track the number of units ~~AND PERCENTAGE OF LAND USE~~ within the PUD area AND THE BUILDING HEIGHT WITHIN DEVELOPMENT UNIT 1. ~~A MINIMUM OF 50% OF THE PUD SITE AREA (288.63 ACRES) SHALL BE DEVELOPED WITH COMMERCIAL USES. ANY RESORT DEVELOPMENT SHALL BE CONSIDERED COMMERCIAL DEVELOPMENT.~~ UPON RESUBMITTAL OF A POST-COUNCIL HEARING DRAFT OF THE PUD NARRATIVE, A MASTER ~~LAND USE~~ HEIGHT AND DENSITY TRACKING MATRIX FORMAT SHALL BE ADDED AS AN APPENDIX.

4. The applicant shall submit a Traffic Impact Analysis (TIA) to the City for this development and update the existing Tierra Montana Master Street Plans associated with the Segment Two development area. The TIA shall be submitted to ADOT and MCDOT for interagency review. No preliminary approval of plans shall be granted until the study is reviewed and approved by the City.

5. The developer shall update the existing Tierra Montana Master Street Plan for inclusion of Segment Two network. Phasing sheet to be updated to include roadway networks to be completed by Segment Two development within existing Segment One as per the required updated Traffic Impact Analysis. Roadways located within Segment two that are not under the jurisdiction of the City of Phoenix shall require review and approval with the corresponding jurisdiction.

6. The developer shall design and install, at their expense, traffic signals and or roundabouts at locations approved by the TIA and updated Master Street Plan. The developer shall be responsible for the construction and/or escrow contribution, as approved by the TIA and Master Street Plans. Stipulation subject to change based on TIA comments for signal location evaluation and funding responsibility.

7. The developer shall dedicate and construct roadway, paving, curb, gutter, detached sidewalk, traffic signal infrastructure, and other necessary incidentals for all arterial and collector roadways as per the approved TIA and Master Street Plan.

8. The developer shall provide access control at locations in accordance with the City's Design Standards Manual and/or as approved per the Master Street Plan.

9. The full limits of 51st Avenue shall be dedicated and constructed north of Estrella Drive to Carver Road, per the cross-section approved in the master street plan.

10. The full limits of 51st Avenue shall be dedicated and constructed south of Estrella Drive, as approved by Maricopa County. Should 51st Avenue be annexed into the City of Phoenix, right-of-way dedications and improvements shall be required to meet City of Phoenix standards.

11. Right-of-way shall be dedicated and constructed for the west side of 47th Avenue, as required by the approved master street plans. SHOULD A REQUEST BE SUBMITTED TO ABANDON 47TH AVE, IT SHALL BE CONSIDERED THROUGH A FORMAL HEARING PROCESS PRIOR TO OR CONCURRENT WITH THE TIA AND APPROVED MASTER STREET PLAN.

12. A minimum 60-feet of right-of-way shall be dedicated and constructed for the full limits of 55th Avenue. THE DEVELOPER SHALL WORK WITH THE STREET TRANSPORTATION DEPARTMENT TO INCORPORATE TRAFFIC MITIGATION MEASURES.

13. All modified median landscaping deviating from City of Phoenix standard landscape requirements shall be privately maintained and identified on the approved master street plan and associated plats.

14. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the east side of 51st Avenue, south of Estrella Drive. Construction of the multi-use trail shall be to City standards.

15. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the north side of Estrella Drive, WEST OF 51ST AVENUE. Construction of the multi-use trail shall be to City standards.

16. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the south and west sides of Gila Foothills Parkway, as depicted on Exhibit 11 – Conceptual Trail Plan. Construction of the multi-use trail shall be to City standards.

17. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the north side of 55th Avenue, connecting to 51st Avenue. Construction of the multi-use trail shall be to City standards.

18. The developer shall convey land, if necessary, located at the end of Gila Foothills Parkway as a trailhead to South Mountain Preserve, as modified and approved by the Parks and Recreation Department and Planning and Development Department. The final acreage and configuration of the property to be conveyed, along with timing of the conveyance, shall be mutually agreed upon by the developer, the Parks and Recreation Department, and Planning and Development Department.

19. The developer shall INVESTIGATE enterING into a development agreement with the City regarding ~~the location and construction of a parking lot for the trailhead at the end of Gila Foothills Parkway, as approved or modified by the Parks and Recreation Department and Planning and Development Department~~ PUBLIC INFRASTRUCTURE.

20. The developer shall underground existing electrical utilities within the public right-of-way that are impacted or require relocation, excluding 69kv or larger, as part of this project. The developer shall coordinate with the affected utility companies for their review and permitting.

21. Existing irrigation facilities along all public streets are to be undergrounded and relocated outside of City right-of-way, UNLESS OTHERWISE APPROVED BY THE STREET TRANSPORTATION DEPARTMENT. Contact SRP to identify existing land rights and establish the appropriate process to relocate the facility. ~~Relocations that require additional dedications or land transfer require completion prior to obtaining plat and/or civil plan review approval, or as approved by the Planning and Development Department.~~

22. ALL MAJOR PUBLIC INFRASTRUCTURE SHALL BE CONSTRUCTED AS PART OF THE FIRST PHASE OF CONSTRUCTION, SUBJECT TO A DEVELOPMENT AGREEMENT WITH THE CITY OF PHOENIX AND AN UPDATED STREETS MASTER PLAN, INCLUDING THE FOLLOWING: 51ST AVENUE FROM THE LOOP 202 FREEWAY ON THE SOUTH TO CARVER ROAD; GILA FOOTHILLS PARKWAY; ESTRELLA DRIVE FROM THE LOOP 202 FREEWAY ON THE WEST TO 47TH AVENUE; 47THE AVENUE ADJACENT TO THE SITE (UNLESS ABANDONED); AND 55TH AVENUE AS REQUIRED BY THE CITY OF PHOENIX. THIS WILL ALSO INCLUDE ANY REQUIRED WATER, SEWER, AND STORMWATER INFRASTRUCTURE.

23. THE PROPOSED “COUNTY LANE” SHALL BE SHIFTED SO AS NOT TO DIRECTLY ALIGN WITH THE FRONT ENTRY OF ANY EXISTING RESIDENTIAL HOMES. THE FINAL LOCATION SHALL BE DETERMINED AT THE TIME OF MASTER STREET PLAN, AS APPROVED BY THE PLANNING AND DEVELOPMENT DEPARTMENT AND THE STREET TRANSPORTATION DEPARTMENT.

~~22.~~ 24. 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.

~~23.~~ 25. If determined necessary by the Phoenix Archaeology 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 Archaeologist prior to clearing and grubbing, landscape salvage, and/or grading approval.

~~24.~~ 26. If Phase I data testing is required, and if, upon review of the results from the Phase I data testing, the City Archaeologist, in consultation with a qualified archaeologist, determines such data recovery excavations are necessary, the applicant shall conduct Phase II archaeological data recovery excavations.

~~25.~~ 27. 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.

~~26.~~ 28. Prior to final 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.

29. THE PROPERTY OWNER, OR DESIGNEE, SHALL PROVIDE ANNUAL LAND DEVELOPMENT UPDATES ON THE STATUS OF DEVELOPMENT

WITHIN THE PUD TO THE LAVEEN VILLAGE PLANNING COMMITTEE UNTIL ALL LAND IN THE HUB CHARACTER AREA AND DEVELOPMENT UNITS 9A AND 9B HAVE PRELIMINARY SITE PLAN APPROVAL.

30. PRIOR TO PRELIMINARY SITE PLAN APPROVAL FOR ANY DEVELOPMENT WITHIN THE PUD, THE DEVELOPER SHALL NOTIFY THE FOLLOWING INDIVIDUALS:

PHIL HERTEL
2845 W. BROADWAY ROAD
PHOENIX, AZ 85041

JON KIMOTO
3216 W. ANSELL ROAD
LAVEEN, AZ 85339

JOHN BZDEL
12120 S. 39TH AVENUE
LAVEEN, AZ 85339

MARIA REAGIN
4131 W. CALLE POCO
LAVEEN, AZ 85339

LINDA ABEGG
5407 W. WINSTON DRIVE
LAVEEN, AZ 85339

STEPHANIE HURD
10207 S. 47TH AVENUE
LAVEEN, AZ 85339

FRANCISCO BARRAZA
4152 W. ALLEN STREET
LAVEEN, AZ 85339

JOANNE JENSEN
8303 S. 17TH DRIVE
PHOENIX, AZ 85041

PATRICK NASSER-TAYLOR
11024 S. 56TH LANE
LAVEEN, AZ 85339

CARLOS ORTEGA
7006 S. 40TH LANE
PHOENIX, AZ 85041

REBECCA PERRERA
7914 S. 73RD LANE
LAVEEN, AZ 85339

JENNIFER ROUSE
4821 W. ELLIS STREET
LAVEEN, AZ 85339

ATTACHMENT F

REPORT OF PLANNING COMMISSION ACTION
April 4, 2024

ITEM NO: 6	
	DISTRICT NO.: 8
SUBJECT:	
Application #:	Z-53-22-8 (Companion Case GPA-LV-3-22-8) (Gila Foothills PUD) (Continued from March 7, 2024)
Location:	Approximately 860 feet south of the southwest corner of 51st Avenue and Carver Road
From:	S-1, S-1 (Approved C-2 PCD), S-1 (Approved R-2 PCD), S-1 (Approved R-3 PCD), S-1 (Approved R-3A PCD), S-1 (Approved R1-10 PCD), S-1 (Approved R1-18 PCD), S-1 (Approved R1-8 PCD), and S-1 (Approved RH/ R1-10 PCD)
To:	PUD
Acreage:	288.63
Proposal:	PUD (Planned Unit Development) to allow single and multifamily residential, commercial uses, and some commerce park
Applicant:	RVi Planning and Landscape Architecture
Owner:	Lines Ruskin R. JR., et al.
Representative:	Wendy Riddell, Berry Riddell, LLC

ACTIONS:

Staff Recommendation: Approval, subject to stipulations.

Village Planning Committee (VPC) Recommendation:
Laveen 11/14/2022 Information only.
Laveen 2/12/2024 Continued. Vote: 8-0.
Laveen 3/18/2024 Approval, per the staff memo with modifications and additional stipulations. Vote: 8-0.

Planning Commission Recommendation: Approval, per the staff memo dated April 4, 2024 with a modification and deleted stipulation.

Motion Discussion:

During the applicant's presentation, the applicant requested that the Commission recommend approval for 1,700 units, with the extra 500 units to be granted upon completion of the hospital, bringing the total number of units to 2,200 as opposed to the Village recommendation of 1,700 units total. Commissioners discussed the proposed location of the multifamily within the subject area. It was confirmed that there will be no multifamily proposed next to the nearby single-family residential neighborhoods (south of Estrella Drive) and will instead be located more centrally to the project and closer to the 202 freeway.

Commissioner Boyd made a MOTION to approve Z-53-22-8, per the staff memo dated April 4, 2024, with the modifications that in stipulation JJ we restore 1,700 maximum units, and strike 1,200, and restore any multifamily development in units 2, and 5, and 10, and striking stipulation KK.

Commissioner Matthews SECONDED.

Ms. Escolar explained that the reason for the strike out on Development Unit 10 is related to review of that area in relation to building height. Multifamily in Development Unit 10 is already subject to a PHO review, so it is not necessary to mention it here for buildings over 40 feet. That was more of a technical correction in response to the Village recommendation.

Commissioner Boyd stated that he was willing to modify his motion if his second was willing to modify dropping the “and 10”.

Commissioner Matthews agreed.

Ms. Escolar clarified the motion. She stated, the MOTION is to approve, per the staff memo with modification to stipulations JJ and KK to restore the 1,700 units and strike out the 1,200 units. She asked Commissioner Boyd if that was correct.

Commissioner Boyd agreed that was correct, and striking Stipulation KK entirely, because it was a change made with stipulation JJ, when they amended down to the 1,200.

Ms. Escolar confirmed with Commissioner Boyd that his proposal was to completely strike out stipulation KK.

Chairman Gaynor called for a moment of order. They had a MOTION and a SECOND.

Vice-Chairperson Busching and Commissioner Perez disagreed to the modifications and preferred keeping the Village modifications to the number of units.

Motion details: Commissioner Boyd made a MOTION to approve Z-53-22-8, per the staff memo dated April 4, 2024 with the modification to Stipulation No. 1.JJ to restore 1,700 units and strike 1,200, and the deletion of Stipulation No. 1.KK.

Maker: Boyd
Second: Matthews
Vote: 6-2 (Busching, Perez)
Absent: Mangum
Opposition Present: Yes

Findings:

1. The proposal is compatible with the existing land use pattern, contains landscape and height buffers adjacent to existing single-family residential houses in the area and is consistent with the proposed General Plan Land Use Map designations.

2. The proposal contains enhanced standards that will result in a more walkable, shaded and pedestrian-friendly environment. The proposal will provide increased shade which will help to reduce the urban heat island effect.

3. The proposal will provide additional employment options, commercial services, and housing opportunities within the Loop 202 Freeway corridor and the Laveen village.

Stipulations:

1. An updated Development Narrative for the Gila Foothills PUD reflecting the changes approved through this request shall be submitted to the Planning Department within 30 days of City Council approval of this request. The updated Development Narrative shall

be consistent with Development Narrative date stamped February 1, 2024, as modified by the following stipulations.

a. Front Cover, add “City Council adopted: [Insert Adoption date]”

b. Page 16, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses: Add a paragraph under the heading as follows:

All temporary uses shall comply with Section 708 of the Phoenix Zoning Ordinance.

c. Page 16, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses: Add a paragraph under the heading as follows:
The permitted land uses depicted below are restricted to the maximum square footage of the land use assumptions established in Appendix A2. Land Use Assumptions for Street Master Plan. Each developer shall be required to provide an updated land use matrix illustrating maximum land use square footages in compliance with Appendix A2. Land Use Assumptions for Street Master Plan. Amendments to increase these established land use assumptions may be administered through a PUD Minor Amendment and shall require an updated Traffic Impact Analysis incorporating the increased assumptions.

D. PAGE 16, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNIT 1: ADD “SINGLE-FAMILY RESIDENTIAL.”

E. PAGE 16, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNITS 2, 3, AND 4A: DELETE ~~MODIFY~~ “SELF SERVICE STORAGE (LIMITED TO A MAXIMUM TOTAL OF TWO ~~ONE~~ (2 ~~1~~) ACROSS THE ENTIRE PUD SITE ~~WITHIN THE HUB CHARACTER AREA~~)”.

~~d.~~ F. Page 16, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Units 2, 3, 4A: Add the following bullet point:

- Hospitals
  - Minimum 100 inpatient beds required TO ACHIEVE THE ADDITIONAL 500 UNITS REFERENCED IN THE DEVELOPMENT STANDARDS TABLE 6: MISCELLANEOUS.

G. PAGE 20, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNIT 5 AND 6: ADD THE FOLLOWING:

- SINGLE-FAMILY RESIDENTIAL IS ALLOWED IN DEVELOPMENT UNIT 5.

H. PAGE 20, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNITS 8: DELETE “ALL TYPES OF OFFICE.”

I. PAGE 20, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNIT 8: ADD THE FOLLOWING:

- SINGLE-FAMILY RESIDENTIAL.

J. PAGE 20, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNITS 8: ADD THE FOLLOWING:

PROFESSIONAL, MEDICAL, DENTAL AND ADMINISTRATIVE OFFICE USE INCLUDING CLERICAL OR SALES REPRESENTATIVE OFFICES. NO COMMODITY OR TANGIBLE PERSONAL PROPERTY, EITHER BY WAY OF INVENTORY OR SAMPLE, SHALL BE STORED, KEPT, OR EXHIBITED IN ANY SAID OFFICE OR ON THE PREMISES WHEREIN THE SAID OFFICE IS LOCATED EXCEPT MATERIALS ASSOCIATED WITH PROFESSIONAL OR MEDICAL PRACTICE. SUCH OFFICE USE SHALL NOT INCLUDE:

A. BRANCH OFFICES FOR THE FOLLOWING: BANKS, BUILDING AND LOAN ASSOCIATIONS, BROKAGE HOUSES, SAVINGS AND LOAD ASSOCIATIONS, FINANCE COMPANIES, TITLE INSURANCE COMPANIES, TITLE INSURANCE COMPANIES AND TRUST COMPANIES.

B. VETERINARY OFFICES.

K. PAGE 21, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PERMITTED LAND USES, DEVELOPMENT UNIT 9A: ADD THE FOLLOWING:

- SINGLE-FAMILY RESIDENTIAL.

~~f.~~ L. Page 21, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Unit 9B: Modify the third bullet point to “Alcohol sales as an accessory use.”

~~e.~~ M. Page 21, Section 3.2 Land Uses Per Development Unit, Permitted Land Uses, Development Units 9A, 9B, and 10: Add a sub-bullet point under “Multifamily” as follows:

Only permitted if building permits for a resort have not been issued within ~~three~~ FIVE years of the dedication of Gila Foothills Parkway and no sooner than five years after the adoption of the PUD. THIS PROVISION ONLY APPLIES TO A 50-ACRE RESORT RESERVATION AREA AND NOT TO THE REMAINING APPROXIMATELY 7 ACRES. THE 7 ACRES OF MULTIFAMILY DEVELOPMENT MUST BE PLACED IN AREA/S THAT WOULD NOT INTERRUPT THE VIABILITY OF HAVING A RELATIVELY CONTIGUOUS 50-ACRE AREA RESERVED FOR A RESORT.

N. PAGE 23, SECTION 3.2 LAND USES PER DEVELOPMENT UNIT, PROHIBITED LAND USES, ALL DEVELOPMENT UNITS: ADD “SELF SERVICE STORAGE” AND “PAWN SHOPS”.

~~g.~~ O. Page 25, Section 3.3 Roadway Circulation, 51st Avenue: Remove all reference to “half-street improvements” and modify to “full limits” of 51st Avenue.

~~h.~~ P. Page 28, Section 3.3 Roadway Circulation, Exhibit 11 – Conceptual Trail Plan: Modify to show the MUT on the south and west sides of Gila Foothills Parkway.

~~i.~~ Q. Page 28, Section 3.3 Roadway Circulation, Exhibit 11 – Conceptual Trail Plan: Remove “or Planned” from the legend heading.

R. PAGE 32, EXHIBIT 14, UPDATE TO REFLECT THE UPDATED MAXIMUM HEIGHT ALLOWED.

S. PAGE 39, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 1: BUILDING SETBACKS: UPDATE THE SETBACKS FOR DEVELOPMENT UNIT 10 ALONG GILA FOOTHILLS PARKWAY TO 25 FEET.

~~j.~~ T. Page 39, Section 4. Development Standards, Development Standards Table 1: Building Setbacks: Add a row to the end of the table for the Property Line shared with South Mountain Park; and require a ~~25~~ 50-foot setback for Development Units 9A, 9B, and 10.

~~k.~~ U. Page 41, Section 4. Development Standards, Development Standards Table 3: Landscape Buffers, 47th Avenue: Switch the provisions for Development Units 9A and 9B.

~~l.~~ V Page 41, Section 4. Development Standards, Development Standards Table 3: Landscape Buffers: Add a row to the end of the table for the Property Line shared with South Mountain Park, and require a ~~25~~ 50-foot buffer for Development Units 9A, 9B, and 10. Also add a footnote to see the South Mountain Perimeter Zone provisions on pages 64 and 95.

W. PAGE 41, SECTION 4. DEVELOPMENT STANDARDS, TABLE 4: BUILDING HEIGHT, UPDATE THE MAXIMUM BUILDING HEIGHT FOR DEVELOPMENT UNITS 3, 4A, 4B, AND 6 TO ALLOW A MAXIMUM OF 40 FEET.

X. PAGE 41, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 4: BUILDING HEIGHT: MODIFY FOOTNOTE (1) AS FOLLOWS:

HOSPITAL USES MAY BE UP TO 120 FEET IN HEIGHT FOR UP TO 20% OF THE AREA OF THE DEVELOPMENT UNIT.

Y. PAGE 41, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 4: BUILDING HEIGHT: ADD FOOTNOTE (3) TO APPLY TO DEVELOPMENT UNITS 2, 3, 4A, 4B THAT STATES THE FOLLOWING:

PARKING GARAGES ACCESSORY TO AN AUTOMOBILE DEALERSHIP MAY BE UP TO 56 FEET IN HEIGHT.

Z. PAGE 41, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 4: BUILDING HEIGHT: ADD FOOTNOTE (4) TO APPLY TO DEVELOPMENT UNITS 9A~~,~~ AND 9B~~, AND 10~~ THAT STATES THE FOLLOWING:

RESORT USES MAY BE UP TO 48 FEET IN HEIGHT, SUBJECT TO DEVELOPMENT STANDARDS TABLE 5: BUILDING STEP BACK.

AA. PAGE 41, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 4: BUILDING HEIGHT: ADD A FOOTNOTE TO APPLY TO DEVELOPMENT UNIT 1 THAT STATES THE FOLLOWING:

A MAXIMUM OF 50% OF DEVELOPMENT UNIT 1 ~~THE AREA THAT~~ THAT ALLOWS 40 FEET IN HEIGHT CAN BE DEVELOPED UP TO THE MAXIMUM HEIGHT OF 40 FEET. THE REMAINING 50% SHALL BE LIMITED TO A MAXIMUM OF 30 FEET IN HEIGHT.

~~AA.~~ BB. PAGE 42, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 5: BUILDING STEP BACK: UPDATE THE FIRST COLUMN REFERENCING THE PROPERTY LINE SHARED WITHIN TIERRA MONTANA AS FOLLOWS:

PROPERTY LINE SHARED WITH (OR MEASURED FROM) TIERRA MONTANA NEIGHBORHOOD

~~m.~~ ~~BB.~~ CC. Page 42, Section 4. Development Standards, Development Standards Table 5: Building Step Backs, Gila Foothills Parkway and 51st Ave: Switch the provisions for Development Unit 6.

~~n.~~ ~~CC.~~ DD. Page 42, Section 4. Development Standards, Development Standards Table 5: Building Step Backs: Add the following to the end of Footnote (3):

An additional foot of height will be allowed for every two additional feet of setback.

~~DD.~~ EE. PAGE 42, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 5: BUILDING STEP BACK: ADD FOOTNOTE (7) TO DEVELOPMENT UNIT 2 THAT STATES THE FOLLOWING WITHIN THE “PROPERTY LINE SHARED WITH (OR MEASURED FROM) TIERRA MONTANA NEIGHBORHOOD” ROW IN THE TABLE:

56-FOOT MAXIMUM BUILDING HEIGHT WITHIN 900 FEET OF THE TIERRA MONTANA NEIGHBORHOOD.

~~EE.~~ FF. PAGE 43, SECTION 4, DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 6: MISCELLANEOUS, MAXIMUM RESIDENTIAL DENSITY, DEVELOPMENT UNIT 8: UPDATE THE DENSITY TO 14 DU/AC; AND 2.34 DU/ACRE OR A MAXIMUM OF 40 LOTS (WHICHEVER IS LESS) FOR THE FIRST 500 FEET; AND A FOOTNOTE THAT STATES THE FOLLOWING:

THE FIRST 500 FEET IS MEASURED FROM BOTH ESTRELLA DRIVE AND 47TH AVENUE TO CREATE AN “L” SHAPED DEVELOPMENT AREA. SEE DEVELOPMENT UNIT 8 DENSITY EXHIBIT AND TABLE 7 FOR SINGLE-FAMILY DEVELOPMENT STANDARDS.

~~p.~~ ~~FF.~~ GG. Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous: Delete the row for Maximum Number of Units.

~~q.~~ ~~GG.~~ HH. Page 43, Section 4. Development Standards, DEVELOPMENT STANDARDS TABLE 6: Miscellaneous ~~Table~~, Parking Standards, first bullet: ~~Add "model" to the end.~~ DELETE THE FIRST BULLET REGARDING THE SALE OF EV OR HYBRID AUTOMOBILES.

~~r.~~ ~~HH.~~ II. Page 43, Section 4. Development Standards, DEVELOPMENT STANDARDS TABLE 6: Miscellaneous ~~Table~~, Parking Standards, fourth bullet: Remove "not to exceed 10 chargers."

~~s.~~ ~~II.~~ JJ. Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous, Footnotes: Modify ~~the end of~~ Footnote (1) ~~to add the following~~ AS FOLLOWS:

THE ENTIRE OVERALL PUD SITE MAY BE DEVELOPED WITH A MAXIMUM OF ~~1,700~~ ~~**1,200**~~ **1,700** RESIDENTIAL UNITS. HOTEL GUEST ROOMS DO NOT COUNT TOWARDS THE MAXIMUM ~~1,700~~ ~~**1,200**~~ **1,700** DWELLING UNITS FOR THE OVERALL PUD SITE. UPON CERTIFICATE OF OCCUPANCY OF A LEVEL 1 TRAUMA CENTER HOSPITAL, AS DEFINED BY THE ARIZONA DEPARTMENT OF HEALTH SERVICES, IN DEVELOPMENT UNIT 2 AN ADDITIONAL 500 DWELLING UNITS ABOVE THE ~~1,700~~ ~~**1,200**~~ **1,700** CAP ARE PERMITTED WITH DEVELOPMENT UNITS 2 AND 5. Additional review and approval is required for ~~the additional 500 units~~ ANY MULTIFAMILY DEVELOPMENT IN DEVELOPMENT UNITS 2~~,~~ AND 5 ~~AND 10~~ THAT EXCEEDS 40 FEET IN HEIGHT, per Z-53-22-8 stipulation.

~~**KK. PAGE 43, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 6: MISCELLANEOUS, FOOTNOTE (5): UPDATE TO REPLACE MAXIMUM 1,700 RESIDENTIAL UNITS WITH 1,200.**~~

~~o.~~ ~~JJ.~~ ~~LL.~~ KK. Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous, Maximum Residential Density: Add Footnote (2) to Development Unit 2.

~~t. Page 43, Section 4. Development Standards, Development Standards Table 6: Miscellaneous, Footnotes, add Footnote (6) that states the following and apply it to Development Units 9A, 9B, and 10:~~

~~Additional review and approval is required for any multifamily development that is not associated with a resort per Z-53-22-8 stipulation.~~

~~KK.~~ ~~MM.~~ LL. PAGE 43, SECTION 4. DEVELOPMENT STANDARDS, DEVELOPMENT STANDARDS TABLE 6: MISCELLANEOUS, FOOTNOTES: ADD A FOOTNOTE THAT STATES THE FOLLOWING AND APPLY IT TO DEVELOPMENT UNITS 9A, 9B AND 10:

FOR ANY MULTIFAMILY DEVELOPMENT NOT ASSOCIATED WITH A RESORT ~~ON~~ IN DEVELOPMENT UNITS 9A, 9B AND 10, AND WITHIN A 50-ACRE RESORT RESERVATION AREA, CONCEPTUAL SITE PLANS, ELEVATIONS, AND LANDSCAPE PLANS SHALL BE REVIEWED AND

APPROVED BY THE PLANNING HEARING OFFICER THROUGH THE PUBLIC HEARING PROCESS, INCLUDING REVIEW BY THE LAVEEN VILLAGE PLANNING COMMITTEE PRIOR TO PRELIMINARY SITE PLAN APPROVAL. THIS IS A LEGISLATIVE REVIEW FOR CONCEPTUAL PURPOSES ONLY. SPECIFIC DEVELOPMENT STANDARDS AND REQUIREMENTS WILL BE DETERMINED BY THE PLANNING HEARING OFFICER AND THE PLANNING AND DEVELOPMENT DEPARTMENT.

~~LL.~~ ~~NN.~~ MM. PAGE 43, SECTION 4. DEVELOPMENT STANDARDS: ADD DEVELOPMENT STANDARDS TABLE 7: DEVELOPMENT STANDARDS FOR SINGLE-FAMILY DEVELOPMENT. THIS TABLE WILL ADDRESS SINGLE-FAMILY RESIDENTIAL DEVELOPMENT STANDARDS TO INCLUDE THE FOLLOWING:

- SELECT R1-18 LOT STANDARDS
- RESTRICTED TO 1-STORY AND 22 FEET IN HEIGHT FOR THE LOTS ALONG ESTRELLA DRIVE AND 47TH AVENUE. ALL THE INTERIOR LOTS ARE ALLOWED TO BE 2-STORIES WITH UP TO 30 FEET IN HEIGHT.
- RECTANGULAR LOTS SHALL HAVE AN AVERAGE LOT WIDTH OF 90 FEET.
- MINIMUM 22-FOOT-LONG DRIVEWAYS
- MINIMUM ~~5~~ 15% OPEN SPACE.
- MINIMUM ROOF OVERHANG OF ~~12~~ 18 INCHES.

~~MM.~~ ~~OO.~~ NN. PAGE 43-44, SECTION 4, DEVELOPMENT STANDARDS: ADD DEVELOPMENT UNIT 8 DENSITY EXHIBIT TO VISUALLY DEMONSTRATE THE “L” SHAPED AREA MEASURED 500 FEET FROM BOTH ESTRELLA DRIVE AND 47TH AVENUE.

~~u.~~ ~~NN.~~ ~~PP.~~ OO. Page 45, Section 4. Development Standards, Landscape Standards, Landscape Standards Table 1: Landscape Setbacks: Update title to Landscape Standards Table 1: Landscape Plant Types.

~~v.~~ ~~OO.~~ ~~QQ.~~ PP. Page 46, Section 4. Development Standards, Landscape Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Modify the title to “Landscape Standards Table 2: Enhanced Streetscape R.O.W. Planting and Public Shade Standards”.

~~w.~~ ~~PP.~~ ~~RR.~~ QQ. Page 46, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Revise sidewalk shading to show all sidewalk shading in the Hub Character Area to no less than 50%.

~~x.~~ ~~QQ.~~ ~~SS~~. RR. Page 46, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting, Notes, fifth bullet (Shade Pockets): Add the following as a sub-bullet point:

All public sidewalks adjacent to Automobile Dealership, Automobile Retail Sales, and Automobile Rental: A minimum 25% shade is required along sidewalk areas located between shade pockets. Overall shade coverage shall equal a total of 50% inclusive of shade pockets and the intermittent areas

between shade pockets. All other uses within the HUB character area shall require a minimum 75% shade of public sidewalks.

~~y.~~ ~~RR.~~ ~~TT.~~ SS. Page 46, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Add a note as follows:

Upon redevelopment of a site formerly used for Automobile Dealership, Automobile Retail Sales, or Automobile Rental into Non-Automobile Dealership, Automobile Retail Sales, or Automobile Rental, right-of-way landscaping and shade requirements shall meet the 75% shade standard.

~~z.~~ ~~SS.~~ ~~UU.~~ TT. Page 46-47, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Add a footnote to apply to all provisions for medians as follows:

All modified median landscaping deviating from City of Phoenix standard landscape requirements shall be privately maintained and identified on the approved master street plan and associated plats.

~~aa.~~ ~~TT.~~ ~~VV.~~ UU. Page 47, Section 4. Development Standards, Landscape Standards Table 2: Enhanced Streetscape R.O.W Planting: Add a footnote to apply to Development Units 3, 6, and 4A as follows:

51st Avenue, SOUTH OF ESTRELLA DRIVE, is located within Maricopa County jurisdiction. Any street improvements or landscaping on 51st Avenue are subject to the review and approval of Maricopa County.

~~bb.~~ ~~UU.~~ ~~WW.~~ VV. Page 50, Section 5. Signage, Off Premise Signage: Update the end of the second bullet point as follows:

…design to be presented for review and comment to the Laveen Village Planning Committee.

~~cc.~~ ~~VV.~~ ~~XX.~~ WW. Page 52, Section 6. Sustainability: Add a provision for recycling as the last bullet point.

~~WW.~~ ~~YY.~~ XX. PAGE 52, SECTION 6, SUSTAINABILITY:

(1) UPDATE THE LAST SENTENCE IN THE FIRST PARAGRAPH AS FOLLOWS:

DEVELOPMENT PARCELS MUST INCORPORATE ALL THE FOLLOWING SUSTAINABILITY PRINCIPLES:

(2) ADD BULLET POINTS 2, 6, 9, AND 14 UNDER THE REQUIRED SUSTAINABILITY PRINCIPLES.

(3) AFTER THE REQUIRED SUSTAINABILITY ITEMS, ADD THE FOLLOWING:

A MINIMUM OF THREE OPTIONAL SUSTAINABILITY PRINCIPLES SHALL BE SELECTED FROM THE OPTIONS BELOW, AS APPROVED BY THE PLANNING AND DEVELOPMENT DEPARTMENT.

(4) ADD THE REMAINING SUSTAINABILITY ITEMS (BULLET POINTS 1, 3, 4, 5, 7, 8, 10, 11, 12, 13, 15, 16) UNDER THE OPTIONAL SUSTAINABILITY PRINCIPLES, AND INCLUDE UPGRADED HVAC UNITS AT 15 SEER OR HIGHER.

(5) UPDATE BULLET POINT 14 AS FOLLOWS:

THE DEVELOPMENT WILL PROVIDE SAFE, RELIABLE, AND EFFICIENT STORMWATER MANAGEMENT SYSTEMS THAT PROTECT BOTH HUMAN HEALTH AND THE NATURAL ENVIRONMENT.

~~dd.~~ ~~XX.~~ ~~ZZ.~~ YY. Page 57, Section 7. Complete Streets, Design for Safety: Remove the second and third paragraphs.

~~YY.~~ ~~AAA.~~ ZZ. PAGE 69, PART 2 - DESIGN GUIDELINES, FOOTHILLS CHARACTER AREA, 2.1 SITE AND BUILDING DESIGN, C. ARCHITECTURAL STYLE AND CHARACTER: ADD A BULLET TO INCLUDE THE FOLLOWING:

BUILDING FAÇADES ON ALL MULTIFAMILY DEVELOPMENT, FACING PUBLICLY DEDICATED RIGHT-OF-WAY THAT EXCEEDS 75 FEET IN LENGTH, SHALL CONTAIN A MINIMUM OF ONE ARCHITECTURAL EMBELLISHMENT AND DETAILING SUCH AS TEXTURAL CHANGES, PILASTERS, OFFSETS, RECESSES, WINDOW FENESTRATION, SHADOW BOXES AND OVERHEAD/CANOPIES EVERY 75 LINEAR FEET.

~~ZZ.~~ ~~BBB.~~ AAA. PAGE 86 PART 2 - DESIGN GUIDELINES, FOOTHILLS CHARACTER AREA, 2.3 LANDSCAPING, B. SITE WALLS, SCREENS, AND FENCES: UPDATE THIS SECTION TO REQUIRE THE FOLLOWING ALONG ESTRELLA DRIVE AND 47TH AVENUE: 6-FOOT PAINTED CMU PERIMETER WALLS AND TUBULAR MILD STEEL OR PIPE FENCING (ALLOWED TO TARNISH/RUST NATURALLY), IMPLEMENTED IN SEGMENTS THAT CONFORM TO INDUSTRY STANDARD LENGTHS.

~~AAA.~~ ~~CCC~~. BBB. PAGE 92, PART 2 - DESIGN GUIDELINES, FOOTHILLS CHARACTER AREA, 2.3 LANDSCAPING, G. GENERAL LANDSCAPING REQUIREMENTS: ADD THE FOLLOWING:

LOWER-LEVEL LANDSCAPING IS PREFERRED BETWEEN ANY PERIMETER WALLS AND A POSSIBLE BRIDLEPATH ALONG 47TH AVENUE.

~~BBB.~~ ~~DDD~~. CCC. PAGE 93, PART 2 - DESIGN GUIDELINES, FOOTHILLS CHARACTER AREA, 2.3 LANDSCAPING, I. SITE LIGHTING: ADD THE FOLLOWING PARAGRAPH:

IF PRIVATE STREETS ARE PROPOSED IN SINGLE-FAMILY RESIDENTIAL SUBDIVISIONS, MINIMAL STREET LIGHTING SHALL BE CONSIDERED.

~~ee.~~ ~~CCC.~~ ~~EEE~~. DDD. Page 95, Foothills Character Area, 2.3 Landscaping, j. Perimeter Treatments, South Mountain Perimeter Treatment: Delete the last paragraph.

~~DDD.~~ ~~FFF~~. EEE. PAGE 99, PART 2 - DESIGN GUIDELINES, DISTRICT CHARACTER AREA, 3.1 SITE AND BUILDING DESIGN, C. ARCHITECTURAL STYLE AND CHARACTER: ADD A BULLET TO INCLUDE THE FOLLOWING:

BUILDING FAÇADES ON ALL MULTIFAMILY DEVELOPMENT, FACING PUBLICLY DEDICATED RIGHT-OF-WAY THAT EXCEEDS 75 FEET IN LENGTH, SHALL CONTAIN A MINIMUM OF ONE ARCHITECTURAL EMBELLISHMENT AND DETAILING SUCH AS TEXTURAL CHANGES, PILASTERS, OFFSETS, RECESSES, WINDOW FENESTRATION, SHADOW BOXES AND OVERHEAD/CANOPIES EVERY 75 LINEAR FEET.

~~ff.~~ ~~EEE.~~ ~~GGG~~. FFF. Page 103, The District Character Area, 3.1 Site and Building Design, 2. Circulation: Remove Section 2.b.

~~FFF.~~ ~~HHH~~. GGG. PAGE 123, PART 2 - DESIGN GUIDELINES, HUB CHARACTER AREA, 1. SITE AND BUILDING DESIGN, B. ARCHITECTURAL STYLE AND CHARACTER: ADD A BULLET TO INCLUDE THE FOLLOWING:

BUILDING FAÇADES ON ALL MULTIFAMILY DEVELOPMENT, FACING PUBLICLY DEDICATED RIGHT-OF-WAY THAT EXCEEDS 75 FEET IN LENGTH, SHALL CONTAIN A MINIMUM OF ONE ARCHITECTURAL EMBELLISHMENT AND DETAILING SUCH AS TEXTURAL CHANGES, PILASTERS, OFFSETS, RECESSES, WINDOW FENESTRATION, SHADOW BOXES AND OVERHEAD/CANOPIES EVERY 75 LINEAR FEET.

~~gg.~~ ~~GGG.~~ ~~III~~. HHH. Page 142, The Hub Character Area, 2. Circulation, C. Street Design and Landscape Character, Shade Pockets: Update Exhibit H9 to reflect the minimum 25% shade along sidewalk areas between shade pockets and overall shade coverage to total 50% and all uses within the HUB to a minimum 75% shade as required by Stipulation No. 1.~~y~~ SS.

~~hh.~~ ~~HHH.~~ ~~JJJ~~. III. Page 143, The Hub Character Area, 2. Circulation, C. Street Design and Landscape Character, Shade Pockets, Conceptual Shade Pocket Detail A, B1, and B2: Update Detail A, B1, and B2 to reflect the required shading requirements per Stipulation No. 1.~~y~~ SS.

~~ii.~~ ~~III.~~ ~~KKK~~. JJJ. Update all exhibits to include the 55th Avenue connection from the existing northern stub to Estrella Avenue.

~~jj.~~ Submit legal descriptions for all development units as an appendix to the PUD
~~JJJ.~~ narrative.
~~LLL~~.
KKK.

~~KKK.~~ UPDATE ANY TYPOGRAPHICAL OR SCRIVENER'S ERRORS
~~MMM~~. THROUGHOUT.
LLL.

2. ~~Where additional review and approval is required in the PUD narrative related to the additional 500 residential dwelling units granted with the construction of a hospital and~~ ANY MULTIFAMILY DEVELOPMENT IN DEVELOPMENT UNITS 2~~,~~ AND 5 ~~and 10~~ THAT EXCEEDS 40 FEET IN HEIGHT AND any multifamily development NOT ASSOCIATED WITH A RESORT in Development Units 9A, 9B, and 10, AND WITHIN A 50-ACRE RESORT RESERVATION AREA ~~that is not associated with a resort~~, SHALL HAVE conceptual site plans, elevations, and landscape plans ~~shall be~~ reviewed and approved by the Planning Hearing Officer through the public hearing process, including review by Laveen Village Planning Committee prior to preliminary site plan approval. This is a legislative review for conceptual purposes only. Specific development standards and requirements will be determined by the Planning Hearing Officer and the Planning and Development Department.

3. A Master ~~LAND USE~~ HEIGHT AND Density Tracking Matrix shall be provided and updated on all site plan submittals~~, REGARDLESS OF USE,~~ to track the number of units ~~AND PERCENTAGE OF LAND USE~~ within the PUD area AND THE BUILDING HEIGHT WITHIN DEVELOPMENT UNIT 1.
~~A MINIMUM OF 50% OF THE PUD SITE AREA (288.63 ACRES) SHALL BE DEVELOPED WITH COMMERCIAL USES. ANY RESORT DEVELOPMENT SHALL BE CONSIDERED COMMERCIAL DEVELOPMENT.~~ UPON RESUBMITTAL OF A POST-COUNCIL HEARING DRAFT OF THE PUD NARRATIVE, A MASTER ~~LAND USE~~ HEIGHT AND DENSITY TRACKING MATRIX FORMAT SHALL BE ADDED AS AN APPENDIX.

4. The applicant shall submit a Traffic Impact Analysis (TIA) to the City for this development and update the existing Tierra Montana Master Street Plans associated with the Segment Two development area. The TIA shall be submitted to ADOT and MCDOT for interagency review. No preliminary approval of plans shall be granted until the study is reviewed and approved by the City.

5. The developer shall update the existing Tierra Montana Master Street Plan for inclusion of Segment Two network. Phasing sheet to be updated to include roadway networks to be completed by Segment Two development within existing Segment One as per the required updated Traffic Impact Analysis. Roadways located within Segment two that are not under the jurisdiction of the City of Phoenix shall require review and approval with the corresponding jurisdiction.

6. The developer shall design and install, at their expense, traffic signals and or roundabouts at locations approved by the TIA and updated Master Street Plan. The developer shall be responsible for the construction and/or escrow contribution, as approved by the TIA and Master Street Plans. Stipulation subject to change based on TIA comments for signal location evaluation and funding responsibility.

7. The developer shall dedicate and construct roadway, paving, curb, gutter, detached sidewalk, traffic signal infrastructure, and other necessary incidentals for all arterial and collector roadways as per the approved TIA and Master Street Plan.

8. The developer shall provide access control at locations in accordance with the City's Design Standards Manual and/or as approved per the Master Street Plan.

9. The full limits of 51st Avenue shall be dedicated and constructed north of Estrella Drive to Carver Road, per the cross-section approved in the master street plan.

10. The full limits of 51st Avenue shall be dedicated and constructed south of Estrella Drive, as approved by Maricopa County. Should 51st Avenue be annexed into the City of Phoenix, right-of-way dedications and improvements shall be required to meet City of Phoenix standards.

11. Right-of-way shall be dedicated and constructed for the west side of 47th Avenue, as required by the approved master street plans. SHOULD A REQUEST BE SUBMITTED TO ABANDON 47TH AVE, IT SHALL BE CONSIDERED THROUGH A FORMAL HEARING PROCESS PRIOR TO OR CONCURRENT WITH THE TIA AND APPROVED MASTER STREET PLAN.

12. A minimum 60-feet of right-of-way shall be dedicated and constructed for the full limits of 55th Avenue. THE DEVELOPER SHALL WORK WITH THE STREET TRANSPORTATION DEPARTMENT TO INCORPORATE TRAFFIC MITIGATION MEASURES.

13. All modified median landscaping deviating from City of Phoenix standard landscape requirements shall be privately maintained and identified on the approved master street plan and associated plats.

14. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the east side of 51st Avenue, south of Estrella Drive. Construction of the multi-use trail shall be to City standards.

15. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the north side of Estrella Drive, WEST OF 51ST AVENUE. Construction of the multi-use trail shall be to City standards.

16. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the south and west sides of Gila Foothills Parkway, as depicted on Exhibit 11 – Conceptual Trail Plan. Construction of the multi-use trail shall be to City standards.

17. A minimum 30-foot-wide multi-use trail easement (MUTE) shall be dedicated on the north side of 55th Avenue, connecting to 51st Avenue. Construction of the multi-use trail shall be to City standards.

18. The developer shall convey land, if necessary, located at the end of Gila Foothills Parkway as a trailhead to South Mountain Preserve, as modified and approved by the Parks and Recreation Department and Planning and Development Department. The final acreage and configuration of the property to be conveyed, along with timing of the conveyance, shall be mutually agreed upon by the developer, the Parks and Recreation Department, and Planning and Development Department.

19. The developer shall INVESTIGATE enterING into a development agreement with the City regarding ~~the location and construction of a parking lot for the trailhead at the end of Gila Foothills Parkway, as approved or modified by the Parks and Recreation Department and Planning and Development Department~~ PUBLIC INFRASTRUCTURE.

20. The developer shall underground existing electrical utilities within the public right-of-way that are impacted or require relocation, excluding 69kv or larger, as part of this project. The developer shall coordinate with the affected utility companies for their review and permitting.

21. Existing irrigation facilities along all public streets are to be undergrounded and relocated outside of City right-of-way, UNLESS OTHERWISE APPROVED BY THE STREET TRANSPORTATION DEPARTMENT. Contact SRP to identify existing land rights and establish the appropriate process to relocate the facility. ~~Relocations that require additional dedications or land transfer require completion prior to obtaining plat and/or civil plan review approval, or as approved by the Planning and Development Department.~~

22. ALL MAJOR PUBLIC INFRASTRUCTURE SHALL BE CONSTRUCTED AS PART OF THE FIRST PHASE OF CONSTRUCTION, SUBJECT TO A DEVELOPMENT AGREEMENT WITH THE CITY OF PHOENIX AND AN UPDATED STREETS MASTER PLAN, INCLUDING THE FOLLOWING: 51ST AVENUE FROM THE LOOP 202 FREEWAY ON THE SOUTH TO CARVER ROAD; GILA FOOTHILLS PARKWAY; ESTRELLA DRIVE FROM THE LOOP 202 FREEWAY ON THE WEST TO 47TH AVENUE; 47THE AVENUE ADJACENT TO THE SITE (UNLESS ABANDONED); AND 55TH AVENUE AS REQUIRED BY THE CITY OF PHOENIX. THIS WILL ALSO INCLUDE ANY REQUIRED WATER, SEWER, AND STORMWATER INFRASTRUCTURE.

23. THE PROPOSED “COUNTY LANE” SHALL BE SHIFTED SO AS NOT TO DIRECTLY ALIGN WITH THE FRONT ENTRY OF ANY EXISTING RESIDENTIAL HOMES. THE FINAL LOCATION SHALL BE DETERMINED AT THE TIME OF MASTER STREET PLAN, AS APPROVED BY THE PLANNING AND DEVELOPMENT DEPARTMENT AND THE STREET TRANSPORTATION DEPARTMENT.

~~22.~~ 24. 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.

~~23.~~ 25. If determined necessary by the Phoenix Archaeology 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 Archaeologist prior to clearing and grubbing, landscape salvage, and/or grading approval.

~~24.~~ 26. If Phase I data testing is required, and if, upon review of the results from the Phase I data testing, the City Archaeologist, in consultation with a qualified archaeologist, determines such data recovery excavations are necessary, the applicant shall conduct Phase II archaeological data recovery excavations.

~~25.~~ 27. 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.

~~26.~~ 28. Prior to final 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.

29. THE PROPERTY OWNER, OR DESIGNEE, SHALL PROVIDE ANNUAL LAND DEVELOPMENT UPDATES ON THE STATUS OF DEVELOPMENT WITHIN THE PUD TO THE LAVEEN VILLAGE PLANNING COMMITTEE UNTIL ALL LAND IN THE HUB CHARACTER AREA AND DEVELOPMENT UNITS 9A AND 9B HAVE PRELIMINARY SITE PLAN APPROVAL.

30. PRIOR TO PRELIMINARY SITE PLAN APPROVAL FOR ANY DEVELOPMENT WITHIN THE PUD, THE DEVELOPER SHALL NOTIFY THE FOLLOWING INDIVIDUALS:

PHIL HERTEL
2845 W. BROADWAY ROAD
PHOENIX, AZ 85041

JON KIMOTO
3216 W. ANSELL ROAD
LAVEEN, AZ 85339

JOHN BZDEL
12120 S. 39TH AVENUE
LAVEEN, AZ 85339

MARIA REAGIN
4131 W. CALLE POCO
LAVEEN, AZ 85339

LINDA ABEGG
5407 W. WINSTON DRIVE
LAVEEN, AZ 85339

STEPHANIE HURD
10207 S. 47TH AVENUE
LAVEEN, AZ 85339

FRANCISCO BARRAZA
4152 W. ALLEN STREET
LAVEEN, AZ 85339

JOANNE JENSEN
8303 S. 17TH DRIVE
PHOENIX, AZ 85041

PATRICK NASSER-TAYLOR
11024 S. 56TH LANE
LAVEEN, AZ 85339

CARLOS ORTEGA
7006 S. 40TH LANE
PHOENIX, AZ 85041

REBECCA PERRERA
7914 S. 73RD LANE
LAVEEN, AZ 85339

JENNIFER ROUSE
4821 W. ELLIS STREET
LAVEEN, AZ 85339

This publication can be made available in alternate format upon request. Please contact Teleia Galaviz at 602-291-2559, teleia.galaviz@phoenix.gov, TTY: Use 7-1-1.

ATTACHMENT G

CITY OF PHOENIX
PLANNING AND DEVELOPMENT DEPARTMENT

FORM TO REQUEST PC to CC **I HEREBY REQUEST THAT THE CC HOLD A PUBLIC HEARING ON:**					
APPLICATION NO/ LOCATION	**Z-53-22-8** Approximately 860 feet south of the southwest corner of 51st Avenue and Carver Road	***(SIGNATURE ON ORIGINAL IN FILE)***			
		opposition	**x**	**applicant**	
APPEALED FROM:	PC 4/4/2024	12120 South 39th Avenue Laveen, AZ 85339			
	PC DATE	*STREET/ADDRESS/CITY/STATE/ZIP*			
TO PC/CC HEARING	CC 5/1/2024	John M. Bzdel 253-549-6826 bzdel@earthlink.net			
	CC DATE	*NAME / PHONE / EMAIL*			
REASON FOR REQUEST: Planning Commission did not use objective data.					
RECEIVED BY:	Julia Loewen	**RECEIVED ON:**		4/9/2024	

Alan Stephenson
Joshua Bednarek
Tricia Gomes
Racelle Escolar
Sarah Stockham
Stephanie Vasquez
Heather Klotz

Camryn Thompson
Paul M. Li
GIS
Byron Easton (for PHO Appeals only)
Vikki Cipolla-Murillo
Village Planner
Applicant

City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

CITY OF PHOENIX
APR 09 2024
Planning & Development Department

The **PLANNING COMMISSION** agenda for **April 4, 2024** 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 11, 2024**.

   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 11, 2024.**

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 11, 2024.**

   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 18, 2024.**

FORM TO REQUEST CITY COUNCIL HEARING

I HEARBY REQUEST THAT THE CITY COUNCIL HOLD A PUBLIC HEARING:

APPLICATION NO.
Z53-22-8

DATE APPEALED FROM
4-4-2024

☒ OPPOSITION
☐ APPLICANT

LOCATION OF APPLICATION SITE
approx 860' S. of SW. Corner of 51st Ave & W. Carver Rd.

PLANNER (PLANNER TAKING THE APPEAL)
J. Loewen

BY MY SIGNATURE BELOW, I ACKNOWLEDGE CITY COUNCIL APPEAL:

John M. Bzdel
PRINTED NAME OF PERSON APPEALING

SIGNATURE

12120 S. 39th Ave
STREET ADDRESS

4/9/24
DATE OF SIGNATURE

Lauren AZ 85339
CITY, STATE & ZIP CODE

253-549-6826
TELEPHONE NO.

bzdel@earthlink.net
EMAIL ADDRESS

REASON FOR REQUEST:

Planning Commission did not use objective data

APPEALS MUST BE FILED IN PERSON AT 200 WEST WASHINGTON, 2ND FLOOR, ZONING COUNTER

ATTACHMENT H

Nayeli Sanchez Luna

From: Eugene Wikle <gwikle74@gmail.com>
Sent: Monday, March 11, 2024 10:03 AM
To: Nayeli Sanchez Luna
Subject: Laveen Home Owner - Comments on Proposed Gila Foothills

Follow Up Flag: Follow up
Flag Status: Flagged

I am a Laveen home owner and have resided in Laveen since 2016.

I attended the Planning Committee Meeting on February 12th. I support the development of the Gila Foothills. Please continue to proceed with careful planning and engagement with the citizens of Laveen. I am confident that in partnership with the developer the Gila Foothills will be a major landmark of success and community pride for Laveen.

I would like to share my observations and concerns regarding the forthcoming land development. This is not a complaint list. I know that my concerns will be addressed moving forward with the planning process.

1. Meeting Notification: I only became aware of the forthcoming land development and scheduled planning meeting through the private citizen mailer that I received. Because of the immense interest in this project I recommend that the planning committee send a mailer announcing meetings and provide updates to all of the residents of Laveen. I recommend posting on all available social media related to Laveen and government websites. I would send notices to citizens who attended previous meetings and have provided their email addresses.

2. The Land Developer: The presentation by the land developer was most concerning. I felt that the committee and residents of Laveen were being told "what was best for them" in a rather forceful manner. I did not sense any willingness by the developer to listen to the residents' concerns or compromise. My conclusion was the land developer was trying to "stuff ten pounds of potatoes into a five pound bag". I felt overwhelmed by the amount of development that was proposed for this area.

3. Hospital: Laveen needs a larger, full service hospital. Possibly a Level 1 trauma center. A larger hospital in this area will serve our community, Ahwatukee and the surrounding area for years to come. A win - win for everyone. I do recommend the hospital design be limited in height, possibly a six story facility. This area of Laveen should maintain a more open space appearance, with the South Mountains and Estrellas Mountains as scenic backdrops. Additional medical clinics adjacent to the hospital will also be a plus for our community.

4. Auto Mall: I support the development of an auto mall. I am concerned about a multi-story design complex. A multi-story may impact the "open space" appearance of the area. I do not recommend that any EV requirements be placed on the auto dealers. Let the auto dealers and the free enterprise system determine what an auto dealership sells. Many of the major auto manufacturers are reducing their EV output because of the low demand by consumers. More and more consumers are turning away from EV for various reasons. Government should not be dictating to private enterprises what they will or will not sell. Every week there are more news stories regarding the negative aspects of the electrical vehicles to include high cost of maintenance, environmental impact of battery disposal, and the heavy EV impact on roadways. etc.

Note: Dark Skies - Auto dealerships use very bright lights at night to light up their lots. They keep the lights on all night. An auto mall in the area will increase the amount of lighting at night in the area and impact "dark skies" in the area.

5. New Laveen MarketPlace development - With the increase in population, the community needs more grocery stores. We should include this development in our planning discussion. The type of stores and restaurants should be included in the discussion. Many of the requests for sit down dining and other shopping amenities requested by the citizens may already be planned for the new shopping center. We need to convey this information to the citizens.

6. Resort: My only concern is land use. Most resorts require a lot of land space. Is there going to be enough land to accommodate a resort along with all of the other development plans for the area?

7. Residential development. I strongly support the development of more single family residents. I am strongly opposed to any more multi-family apartment complexes. Laveen and the surrounding area has already built enough apartments.

Thank you for your serving on the Village Planning Committee.

Best regards,

Gene Wikle
10210 S. 46th Dr.
480-352-4575

Racelle Escolar

From: Linda Abegg <linda.abegg@gmail.com>
Sent: Wednesday, April 3, 2024 4:52 PM
To: PDD Planning Commission
Subject: Gila Foothills PUD

Good afternoon,
As the Chair of the Laveen VPC, I am writing to ask for your support of our committee's unanimous recommendation for the Gila Foothills PUD. After countless hours of discussions with the developer and the community over many many months and three VPC meetings, **we have reached a compromise on everything except one factor: the number of residential units.**

Please support our reduction to 1200 + 500 hospital bonus units.

These 1700 units, combined with thousands more approved in Laveen in the past several years, will support the growth in our area and attract retail, but do less to overburden our infrastructure and resources.

The following are some of the main factors in requesting decreased density:

1) Strong community opposition to the density proposed by the applicant
2) A lack of City funding available for infrastructure to support new growth (as stated in the recent General Plan update)
3) A desire to maintain land for retail uses that will support Laveen's growth and keep tax revenue in Phoenix (Laveen residents currently have to leave Phoenix for typical retail uses)
4) The shortage of emergency services available to this area.

I will be attending the PC meeting virtually and am happy to answer any questions you may have at or before the meeting.

Thank you,
Linda Abegg
LVPC Chair
801-358-1736

Racelle Escolar

From: Stephanie Hurd <hurdles10@gmail.com>
Sent: Wednesday, April 3, 2024 11:53 AM
To: PDD Planning Commission; support@phxazdistrict7.zendesk.com
Cc: Kesha Hodge Washington; Christine Mackay; Council District 7 PCC
Subject: PC: Gila Foothills PUD items #5&#6

Hello,

When applicant attended February VPC meeting and continued, LVPC kept units at 1200. Then at the March meeting, LVPC compromised and stipulated 1200 +500 units. The applicant is uncompromising and still requesting 1700 +500 units. Our village has been oversaturated with BTRs and MFHs because they have been paying the most money.

Please reference Dan penton and John Bzdel's stats. The LVPC and community standby and support limiting excess MFH & BTR in Gila Foothills because of our oversaturation.

I'm absolutely AGAINST allowing the applicant to increase units. Please support our village and don't allow more excess MFH & BTR.

Stephanie Hurd
LVPC Vice Chair
602.790.2205

ATTACHMENT I

Sarah Stockham

From:	Paul Franckowiak <paul.franckowiak@outlook.com>
Sent:	Monday, February 19, 2024 7:08 PM
To:	PDD Laveen VPC; Nayeli Sanchez Luna
Cc:	Cyd Manning
Subject:	Auto-mall and Hospital. Last Monday's Meeting
Follow Up Flag:	Follow up
Flag Status:	Flagged

Laveen Planning Commission-

I was one of the 150 + people at last Monday's meeting who registered their opposition to the ridiculously out of character development proposed for the area around the new freeway in Laveen. (Items 4 and 5 from that meeting's agenda).

I am writing to reiterate my opposition to the plan and to let you know your responses to audience questions did not really make any sense to many in the room. Further, any average poker player watching could guess how each of you are going to vote based on how you all reacted to the developer and the community speakers. Many of you lean in and smile when the developer is talking and tune out into sidebar conversations when a community member is addressing you. I am disappointed in that because you are supposed to be neutral arbiters of public interests in the development of Laveen. The overwhelming opposition to the proposal is not "beating a dead horse" as our chairwoman characterized it, but rather an indicator of just how against this development the community is. You are quick to respond with talking points to opposition from the community and quick to establish thresholds for compromise when doing so favors high-density development.

After climbing South Mountain this weekend and viewing the property slated for development from above, I understand why a 5 story parking garage and a 10 story hospital are being proposed. That property is way too small for all that is being proposed. Why else would a builder incur the extra expense of building upward when they could build outward?

The only justifications I heard for building both a tall hospital and an auto-mall on that parcel are:

1. We need a hospital on this side of the river because a flood 15 years ago didn't wash out all of the bridges. Besides their being a new freeway over the river now, this does not seem like strong justification for putting a hospital so far South.

2. We need an auto-mall here because car companies have restrictions on their proximity to other dealerships. It seems that hospitals and resorts would also have concerns for their proximity to other like providers. I didn't hear any consideration of that in the community discussion.

The increased sales tax justification we heard was laughed at prior to meeting's end so I will not address that here.

Most hospitals do not have auto-malls and I question the need to couple these two things in the proposed development. If there is only room for one without vastly changing elevation restrictions, most Laveen residents would rather have a hospital than an auto-mall. Without the auto-mall, the hospital will have room to be a five story level one trauma center like the ones the one council member cited at last Monday's meeting.

The proposed resort area is very close to the Gila River Casino. Also, the proposed trailhead will be a homeless person magnet if it is at all close to commercial development. Further, we have little used trailheads at 35th and 43rd avenues already.

Without any serious justification for why this has to happen as proposed, it seems we are seeing more developer sleight of hand.

"Keep your eye on the hospital and trailhead while we slip an auto-mall and high-density housing into your neighborhood." is the trick.

Folks at last Monday's meeting are not buying the chicanery we are seeing here and I hope you guys do not fall for it either.

You guys really need to be better. The community you represent on the planning commission needs you to be better.

Sincerely,

Paul Franckowiak

Nayeli Sanchez Luna

Subject: FW: Gila Foothills

From: Steven Ramirez <paintfourlife@gmail.com>
Sent: Sunday, February 25, 2024 11:51 AM
To: PDD Laveen VPC <laveenvpc@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>; Mayor Gallego <mayor.gallego@phoenix.gov>; Nayeli Sanchez Luna <nayeli.sanchez.luna@phoenix.gov>
Subject: Gila Foothills

Dear Mayor and Council members,
I am writing to express my concerns regarding the proposed zoning changes for the Gila Foothills PUD. While I understand the importance of development and progress, I believe that the current proposal may not be in the best interest of our community.
Firstly, I would like to address the issue of the proposed 150ft tall hospital. While I appreciate the need for medical facilities in our area, I am concerned that such a tall building would obstruct the scenic views of our local mountains and disrupt the aesthetic harmony of our neighborhood.
Additionally, considering that there are other hospitals nearby that are not as tall, I believe that a shorter hospital would be a more suitable compromise that meets the needs of the community without compromising our natural surroundings.
Moving the hospital on the south side of Estrella, would not only be beneficial for the Tierra Montana neighborhood but also to first responders trying to enter the hospital from the 202 (they would only have to turn right instead of crossing traffic to turn left).
Secondly, I would like to express my distaste and concerns for an auto mall. If the developer truly wanted to help create something innovative they would have done more research about the automotive industry. Being EV focused is cool and hip, but it is also about 5 years too late. Although automakers are still coming out with Electric vehicles, that is not where their focus is on. Over the past few years EV's have proven that they are not the wave of the future but more or less a stepping stone to more efficient and truly zero emissions vehicles. Here is a article about just a few automakers who are looking towards the future with Hydrogen. https://carboncredits.com/revving-up-for-the-hydrogen-fuel-cell-era-bmw-and-toyota-lead-the-way-to-zero-emission-vehicles-fhyd/#:~:text=Leading%20automakers%20are%20investing%20heavily,warm%20air%20as%20a%20byproduct. [carboncredits.com]
Another concern of mine comes with the increase of EV sales, more automakers are following suit of Tesla, Lucid and Rivian where they are selling direct to consumers and eliminating the middle man of the dealership which eliminates hefty price gouging and over production of vehicles. That being said Arizona is one of the states that allow direct to customer sales.
My concern is what will happen with this massive auto complex if and when automakers choose to do direct sales, that no one will be able to afford?
I would suggest a smaller footprint for the Automall which would allow a future sale of the property more financially feasible for a future investor/buyer, which would also allow to relocate the hospital on the south side of Estrella as well.
More are articles supporting my concerns
https://www.capitalone.com/cars/learn/getting-a-good-deal/car-dealership-vs-directtoconsumer-heres-the-difference/2270 [capitalone.com]
[caranddriver.com]

https://www.caranddriver.com/news/a41472587/sympathy-for-the-dealer-november-2022/?fbclid=IwAR1RV3IV5XlAVpQBKQz9WvRYEjGyEngygLLazAUdHU71_9iovlzAt-112k4_aem_AaSM4E_U_z7mrUXmCYcU5muF_-sjsmM2zcZsybTo8UbVPZqa2esuJnnqSvB2KZ1KkLw [caranddriver.com]
Thirdly, I would like to challenge the assertion that our area lacks the income to support sit-down restaurants.
As a resident of the Tierra Montana neighborhood, also along the 202 and Elliot Road, I can attest to the fact that we have a diverse range of households with varying income levels, including homes valued between $500,000 and $1,000,000+ in close proximity to the proposed development site.
Therefore, I believe that the data indicating insufficient income may be outdated and does not accurately reflect the current economic landscape of our community.
This brings me to the proposed apartments and high density multi family housing. Not only does the current plan have height restrictions in place for this current land that these do not follow, where in all of the valley do you see apartments, a hospital and a auto mall next to $500,000 - $1,000,000+ homes?
The Laveen Planning Commission has already expressed their distaste for more high density multi family apartments, our suggestion is to make the North side of Estrella rezoned to R1-6 to still allow high to medium density housing without effecting views that the already established neighborhoods already enjoy. Also it would help force the hand of the developer to create a 55 and older community that Laveen doesn't currently have. If they had amenities they could still potentially bring higher price tags.
We would also like to see the north side frontage of Estrella zoned to commercial to allow retail shops and restaurants that would truly benefit our community and contribute to the growth and prosperity of Laveen.
A smaller-scale version of the popular local shopping center, Tempe Marketplace, would be an ideal addition to our neighborhood, providing residents with convenient access to amenities and fostering a sense of community engagement.
Lastly, I am concerned about the potential economic impact of establishing all of this commercial
significant tax revenue will be generated and I am troubled by the fact that these tax dollars may not be reinvested back into Laveen but rather directed towards Phoenix proper.
Without mechanisms in place to ensure that tax revenue benefits our community directly, I believe that we should prioritize developments that have a tangible and sustainable positive impact on the residents of Laveen.
In conclusion, I want to emphasize that my opposition to the proposed zoning changes stems from a genuine concern for the well-being and prosperity of our community.
I am open to dialogue and compromise, and I believe that together, we can find a solution that balances the needs of development with the preservation of our neighborhood's character and quality of life.
Thank you for considering my perspective on this matter. I look forward to hearing your thoughts and working together towards a mutually beneficial outcome.

Sincerely,
Steven Ramirez
5349 W. Farmhand Dr.
Laveen, AZ 85339
Paintfourlife@gmail.com

Nayeli Sanchez Luna

From: Robert Chappell <robcii01@gmail.com>
Sent: Monday, February 26, 2024 8:54 PM
To: Council District 8 PCC; support@phxazdistrict8.zendesk.com
Cc: Mayor Gallego; PDD Laveen VPC; Nayeli Sanchez Luna
Subject: Gila Foothills PUD on 202 near Elliot Road

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Ms. Kesha Hodge Washington,

I hope this email finds you well. I am writing to express my concerns regarding the proposed zoning changes for the Gila Foothills PUD on 202 near Elliot Road. While I understand the importance of development and progress, I believe that the current proposal may not be in the best interest of our community.

Firstly, I would like to address the issue of the proposed 150ft tall hospital, (applicant stated willingness to decrease to 120ft at Laveen Planning meeting on February 12th). While I appreciate the need for additional medical facilities in Laveen, I am concerned that such a tall building would disrupt the aesthetic harmony of our neighborhood. The applicant has stated to secure a level one trauma center the height is required. I believe this to be a misrepresentation as typically businesses are concerned with usable square footage, which they can adjust by updating their proposed building plan to bring the facility's height to match more closely with the surrounding areas and not compromise our natural surroundings.

As a homeowner in the Passage community of the Tierra Montana neighborhood I would also like to see the planned site moved further south, closer to the highway, and out of the Tierra Montana neighborhood's backyard. At minimum there should be at least a 1500 ft setback if the proposed development area cannot be pushed further south.

Secondly, I would like to challenge the assertion that our area lacks the income to support sit-down restaurants. As a homeowner of the Tierra Montana neighborhood, also along the 202 and Elliot Road, I can attest to the fact that we have a diverse range of households with varying income levels, including homes valued between $500,000 and $1,000,000 near the proposed development site. Therefore, I believe that the data indicating insufficient income may be outdated and does not accurately reflect the current economic landscape of our community. In the area south of Dobbins there has been an influx of individuals that are earning incomes higher that what is considered "middle class" (In Maricopa County $51,015 - $153,046 is the range according to Nov 22nd, 2023, article "Are you middle class in Arizona? Here's what the middle, top 10%, and top 1% makes" From Azcentral.com).

Furthermore, I would like to express our desire for retail shops and restaurants that truly benefit our community and contribute to the growth and prosperity of Laveen. A smaller-scale version of the popular local shopping center, Tempe Marketplace, would be an ideal addition to our neighborhood, providing residents with convenient access to amenities and fostering a sense of community engagement.

I am concerned about the potential economic impact of establishing a car dealership on the proposed lot. While it is true that car dealerships generate significant tax revenue, I am troubled by the fact that these tax dollars may not be reinvested back into Laveen but rather directed towards other areas of the city.

Large dealerships are becoming less of a trend as companies such as Tesla are pushing for a direct-to-consumer approach. The applicant proposed a 5-story facility that can be shared, but it appears to be a large parking garage. While searching for my last vehicle I found car manufacturers and dealerships building smaller store fronts to create a "luxury" experience while storing cars off site. I'd prefer not to have a large 5-story car storage facility in my backyard.

Lastly, the proposed development plans for transition from the surrounding single family residential lots to high density residential. While housing is continually needed, the infrastructure and city services are not available in the area. The applicant provided estimated traffic numbers and proposed road improvements, but when asked about how they were calculated they did not provide a clear answer, as they referred to a MAG equation which they stated the City of Phoenix accepted. Upon further research the latest publicly available MAG study in the South Mountain area was completed in December 2020 (Laveen South Mountain Transportation Study). This study had a southern border of W Elliot Rd, which is well north of the currently proposed project. With the proposed rezoning to high density comes a need for City Services such as Police & Fire. Laveen currently does not have a Police substation anywhere in the village, plus Phoenix Police is still short almost 500 officers on the force. Again, a large concern for the surrounding area, especially with the current challenges at the corner of S. 51st Ave & W. Baseline Rd.

In conclusion, I have been a homeowner in the South Mountain & Laveen area for over 14 years and I want to emphasize that my opposition to the proposed zoning changes stems from a genuine concern for the well-being and prosperity of our community. I am open to dialogue and compromise, and I believe that together, we can find a solution that balances the needs of development with the preservation of our neighborhood's character and quality of life.

Thank you for considering my perspective on this matter. I look forward to hearing your thoughts and working together towards a mutually beneficial outcome.

Sincerely,

Robert Chappell
623-628-7208
5118 W Sweet Pea Terrace
Laveen Village, AZ 85339

Sarah Stockham

From: Jen Leitch <jen.leitch@hotmail.com>
Sent: Monday, March 4, 2024 8:15 PM
To: Nayeli Sanchez Luna; PDD Laveen VPC
Subject: GPA-LV-3-22-8 (General Plan Amendment) and Z-53-22-8 (Zoning)

Follow Up Flag: Follow up
Flag Status: Flagged

Hello and wishing you a pleasant day or evening,

I am writing to express my strong opposition to GPA-LV-3-22-8 (General Plan Amendment) and Z-53-22-8 (Zoning). I have had a chance to look over the plan and the site and I truly believe this is the wrong development for that site. There are places further north on the 202 where this development would be appropriate, but this is a very sensitive area right near Laveen's best feature - South Mountain Park. I love this area and I love it's proximity to the park. I ask you where near South Mountain Park or any other large mountain park there is a development like this. There isn't - because people naturally understand that there needs to be a buffer between a heavy use space like an auto mall and a park recreation space. I know that the developer is dangling all types of other goodies in front of the committee - hospital, resort, etc. But these are all "maybes". The "for sure" seems to be an auto mall. This will negatively impact the park, its dark skies, and the movement of wild animals. The same is true of a 15 story hospital. The reason all this height is being proposed is that the site is too small to accommodate both uses without the height. Please don't lessen the beauty of Laveen and South Mountain park by allowing this site to be overbuilt because the developer wants an auto mall. Laveen does not need or want an auto mall and your job is to represent the interests of the community. There are plenty of other uses for this site that would a better transition from city to park and preserve the views, dark skies and sense of peace currently experienced by the folks using the park and would enhance the ability of Laveen's residents to enjoy this area.

I am also opposed to the three billboards for the same reason.

Finally I am very concerned about the impact on Carver Road between 51st and 35 Aves. I do not see that this road can be safely widened due to the canal and electrical lines. A high volume of traffic here is sure to increase accidents.

Please encourage this development in an area further north. I could support this development in Laveen if it were not in this location.

Thank you for your time!

Jen Leitch
602-525-9912

Nayeli Sanchez Luna

From: Gina Abbott <abbogina0@gmail.com>
Sent: Friday, March 15, 2024 4:14 PM
To: Nayeli Sanchez Luna; PDD Laveen VPC
Subject: LVPC Meeting

Dear Ms Luna and all Concerned,

I oppose GPA-LV-3-22-8 (General Plan Amendment) and Z-53-22-8 (Zoning) as currently proposed.

Like most of my neighbors, I do not want to see tall buildings i.e: parking garages, a hospital and more apartments that are currently proposed, blocking our beautiful views of the mountains. However, I am ok with a hospital that is two or three floors tall. It can be built as two separate buildings if they want it to be a full operational hospital. There is plenty of room for that. I also very much oppose the auto mall. Like LPC Vice chair Stephanie Hurd suggested, I would like to see some nice sit down restaurants and maybe a Costco instead. I am not against developing our area, I would just like it to benefit all of us.
I attended the LVPC meeting last month and I agree with madam chair, when she said she would like to see an assisted living place built in Laveen. We too, have a family member who will be needing assisted living in the future and all the places now are so far away. It will be difficult visiting them and caring for them.
I am asking you to please oppose the two plans as they are proposed right now and let's all work towards a compromise! Let's preserve the Rural atmosphere in Laveen! That is why I moved here.
Thank you!

Regina Abbott
3832 W Fox Road
Laveen AZ 85339

City of Phoenix

Report

Agenda Date: 5/1/2024, **Item No.** *113

REQUEST TO CONTINUE (SEE ATTACHED MEMO) Public Hearing and Ordinance Adoption - Rezoning Application Z-117-23-7 - Approximately 450 Feet North of the Northeast Corner of 7th Avenue and Van Buren Street (Ordinance G-7254)

Request to hold a public hearing on a proposal to amend the Phoenix Zoning Ordinance, Section 601, the Zoning Map of the City of Phoenix, and adopting Rezoning Application Z-117-23-7 to rezone the site from DTC-Van Buren (Downtown Code, Van Buren Character Area) to DTC-Van Buren HP (Downtown Code, Van Buren Character Area, Historic Preservation Overlay) to allow for a Historic Preservation Overlay for the Phoenix Laundry & Dry Cleaning Company.

Summary

Current Zoning: DTC-Van Buren
Proposed Zoning: DTC-Van Buren HP
Acreage: 1.31
Proposal: Historic Preservation Overlay for the Phoenix Laundry & Dry Cleaning Company

Owner: Milum Textile Services Co.
Applicant: City of Phoenix, Historic Preservation Commission
Representative: Kevin Weight, City of Phoenix, Historic Preservation Office

Staff Recommendation: Approval of the Historic Preservation Overlay
HPC Action: The Historic Preservation Commission heard this item on Feb. 12, 2024, and recommended approval, per the staff recommendation, by a vote of 7-0.
VPC Action: The Central City Village Planning Committee heard this item on March 11, 2024, and recommended approval, per the staff recommendation, by a vote of 7-6.
PC Action: The Planning Commission heard this item on April 4, 2024, and recommended denial, by a vote of 4-3-1.

The Planning Commission recommendation was appealed by a community member on April 11, 2024.

Location

Approximately 450 feet north of the northeast corner of 7th Avenue and Van Buren Street
Council District: 7
Parcel Address: 333 and 337 N. 7th Ave.

Responsible Department
This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development Department.

City of Phoenix
PLANNING & DEVELOPMENT DEPARTMENT

To: Alan Stephenson
Deputy City Manager

Date: April 29, 2024

From: Joshua Bednarek
Planning and Development Director

Subject: CONTINUANCE OF ITEM 113 ON THE MAY 1, 2024, PUBLIC HEARING AND ORDINANCE ADOPTION - REZONING APPLICATION Z-117-23-7 - APPROXIMATELY 450 FEET NORTH OF THE NORTHEAST CORNER OF 7TH AVENUE AND VAN BUREN STREET (ORDINANCE G-7254)

Item 113, rezoning application Z-117-23-7 is a request to rezone 1.31 acres located approximately 450 feet north of the northeast corner of 7th Avenue and Van Buren Street from DTC-Van Buren (Downtown Code, Van Buren Character Area) to DTC-Van Buren HP (Downtown Code, Van Buren Character Area, Historic Preservation Overlay).

In order to provide the necessary briefings on the historic context and legal aspects of the request to Mayor and City Council staff proposes a continuance to the May 29, 2024, City Council Formal meeting.

Approved:

Alan Stephenson
Deputy City Manager

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 ZONING ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE PARCEL DESCRIBED HEREIN (CASE Z-117-23-7) FROM DTC-VAN BUREN (DOWNTOWN CODE, VAN BUREN CHARACTER AREA) TO DTC-VAN BUREN HP (DOWNTOWN CODE, VAN BUREN CHARACTER AREA, HISTORIC PRESERVATION OVERLAY).

_____

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The zoning of a 1.31-acre site located approximately 450 feet north of the northeast corner of 7th Avenue and Van Buren Street in a portion of Section 5, Township 1 North, Range 3 East, as described more specifically in Exhibit “A,” is hereby changed from “DTC-Van Buren” (Downtown Code, Van Buren Character Area) to “DTC-Van Buren HP” (Downtown Code, Van Buren Character Area, Historic Preservation Overlay).

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.”

DRAFT

SECTION 3. 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 1st day of May, 2024.

_____
MAYOR

ATTEST:

_____
Denise Archibald, City Clerk

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By:
_____
_____

REVIEWED BY:

_____
Jeffrey Barton, City Manager

Exhibits:
A – Legal Description (1 Page)
B – Ordinance Location Map (1 Page)

DRAFT

EXHIBIT A

LEGAL DESCRIPTION FOR Z-117-23-7

WITHIN A PORTION OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL #1:

LOTS 12-16, 20-25 AND TRACTS A & B OF LAMBERT & LANGLEY SUBDIVISION, AS RECORDED IN BOOK 8 OF MAPS, PAGE 45, RECORDS OF MARICOPA COUNTY, ARIZONA

EXCEPT THE NORTH 40 FEET AND SOUTH 75 FEET OF TRACT A.

PARCEL #2:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MEASURING 40 FEET IN WIDTH AND 137.5 FEET IN LENGTH, LYING IN BETWEEN LOTS 16 AND 17 OF LAMBERT & LANGLEY SUBDIVISION, AS RECORDED IN BOOK 8 OF MAPS, PAGE 45, RECORDS OF MARICOPA COUNTY, ARIZONA.

DRAFT

ORDINANCE LOCATION MAP

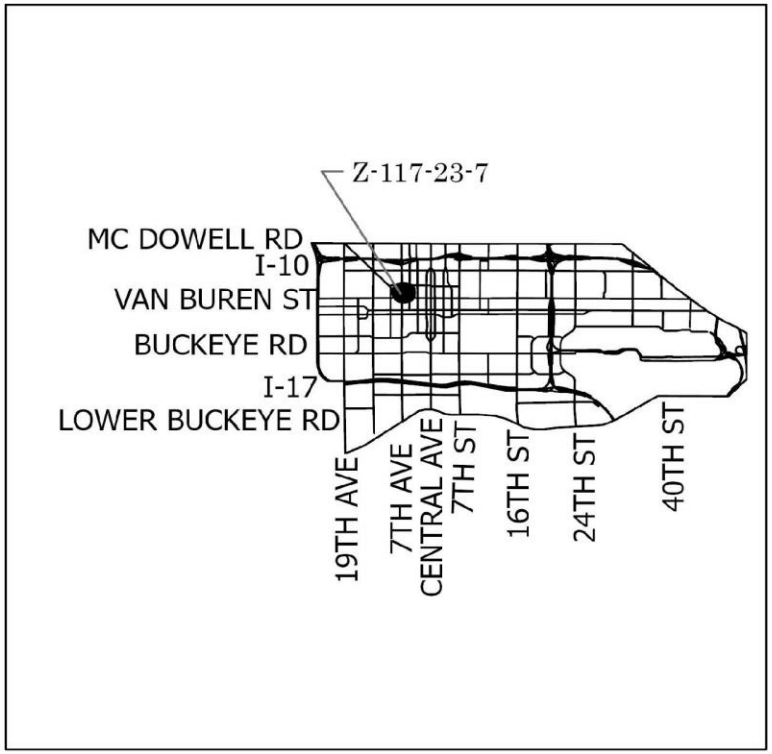
EXHIBIT B

ZONING SUBJECT TO STIPULATIONS: *

SUBJECT AREA:

Zoning Case Number: Z-117-23-7
Zoning Overlay: N/A
Planning Village: Central City





NOT TO SCALE

N

Drawn Date: 4/2/2024

\\one\pdd\Shared\Department Share\Information Systems\PL GIS\IS_Team\Core_Functions\Zoning\SuppMaps_OrdMaps\2024 Ord\5-1-24\5-1-24.aprx

Staff Report: Z-117-23-7
February 7, 2024

INTRODUCTION

Z-117-23-7 is a request to establish Historic Preservation (HP) overlay zoning for the property located approximately 450 feet north of the northeast corner of 7th Avenue and Van Buren Street [333-337 North 7th Avenue, a.k.a. 332-334 North 6th Avenue], known historically as Phoenix Laundry & Dry Cleaning (a.k.a. Milum Textile Services). Maps and photos of the subject property are attached.

STAFF RECOMMENDATION

Staff recommends that rezoning request Z-117-23-7 be approved but notes the property owners are opposed to the request.

BACKGROUND

The subject property was first recommended eligible for historic designation in 1984 as part of the *Historic Phoenix Commercial Properties Survey* commissioned by the Junior League of Phoenix, Inc., and conducted by Janus Associates, Inc. It is not currently listed on the National Register of Historic Places.

In October 2023, the property owners, Craig & Marilyn Milum of Milum Textile Services, submitted a request to demolish the subject property. Because the property was commercial and over 50 years old (as well as historically eligible and in the Downtown Code area), the request was subject to a 30-day hold, which started on October 31, 2023. During the 30-day period, HP staff researched the property and confirmed it was eligible for HP zoning, concurring with the previous recommendation of eligibility from 1984.

On November 20, 2023, prior to the expiration of the 30-day hold, the HP Commission initiated HP zoning for the northern portion of the property. The Commission agreed to exclude the southern portion of the property, in order to allow redevelopment on that part of the site. This action was approved by a 4-1 vote.

Once the HP zoning was initiated, the HP Officer revisited the demolition requests under Section 806 of the Zoning Ordinance and denied them, since the property was deemed to have historic value. A hearing was then scheduled, per Section 806.E.3 of the Zoning Ordinance, to allow the applicant to dispute the historic eligibility of the

property or to establish that an economic hardship exists. The HP Hearing Officer heard the case on December 8, 2023, and denied the demolition requests, finding that the applicant had failed to establish that the property was ineligible or that an economic hardship existed.

The property owners appealed the HP Hearing Officer's decision, and the case went to the HP Commission on January 8, 2024, with the Commission upholding the hearing officer's decision by an 8-0 vote. The following day, the owners filed an appeal for the City Council to hear the demolition request; the City Council hearing is scheduled for February 21, 2024.

Meanwhile, this HP zoning case is moving forward on a parallel track. The post-application meeting took place on January 10, 2024, and hearings and meetings before the HP Commission, Central City Village Planning Committee, Planning Commission, and City Council are scheduled for February 12, 2024, March 11, 2024, April 4, 2024, and May 1, 2024, respectively.

PROPERTY DESCRIPTION & HISTORY

The subject property (as initiated for HP zoning) consists of one parcel in its entirety (111-41-028) and portions of two other parcels (111-41-024C and 111-41-029). The gross acreage for the property is 1.31 acres. The property owned by Milum Textile Services extends further to the south and includes 12 more parcels with additional structures slated for demolition, but the southern portion of the property was not initiated for HP zoning.

Within the proposed HP overlay is a single building that fronts both 6th and 7th Avenues. It has an irregular plan and varies from one to two stories in height. The entire building is painted brick, with a roof that is generally flat, although there are two vaulted sections with wood lamella roofs. The primary façade, which faces 7th Avenue, is designed in the Streamlined Modern style, while the east façade is representative of early 20th-century brick commercial architecture.

The building was originally constructed in 1924 by A.H. & G.H. Lawrence as Phoenix Laundry & Dry Cleaning Company, which occupied the site since 1909. However, the 1924 building was almost entirely rebuilt in 1935 following a devastating fire at the site. Portions of the original 1924 exterior walls are extant, and the interior layout is similar to the original 1924 layout. The rebuilt facilities incorporated new wood lamella roofs—a roughly 3,000 sq. ft. roof on the 7th Avenue side of the building, and an approximately 10,000 sq. ft. roof on the 6th Avenue side.

Boyd Milum purchased Phoenix Laundry & Dry Cleaning Company in 1956 and founded Milum Textile Services, which first appeared in Phoenix city directories in 1974. Milum Textile Services provided textile cleaning services to medical facilities and restaurants.

Boyd's son, Craig Milum, took over as president of the company in 1985 and is the current owner of the property, along with his wife, Marilyn. Milum Textile Services remained in operation until 2020.

Over the years, several improvements have been made to the property. Permit records show a concrete block addition in 1937, a new show window in 1939, and a brick addition in 1941. Awnings and canopies were installed in 1939, 1949, and 1954. It is unclear when the addition to the north was constructed or when the second vertical element at the front of the building was added, but they are present in a 1957 oblique aerial. The inventory form photo from the 1984 *Historic Phoenix Commercial Properties Survey* shows a canopy at the front of the building, which has since been removed, and an infilled window at the north end of the original building, which remains filled in today.

ELIGIBILITY CRITERIA

The eligibility criteria for HP overlay zoning and listing on the PHPR are set forth in Section 807.D of the City of Phoenix Zoning Ordinance. To qualify, a property must demonstrate significance in local, regional, state, or national history, architecture, archaeology, engineering, or culture, according to one or more of the following criteria:

A. The property is associated with the events that have made a significant contribution to the broad pattern of our history;
B. The property is associated with the lives of persons significant in our past;
C. The property embodies the distinctive characteristics of a type, period, or method of construction, represents the work of a master, possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction; or
D. The property has yielded or may likely yield information integral to the understanding of our prehistory or history.

In addition to the significance requirement, the property must also be at least 50 years old or have achieved significance within the past 50 years if it is of exceptional importance. The property must also possess sufficient integrity of location, design, setting, materials, workmanship, feeling, and association to convey its significance.

EVALUATION

In this case, the Phoenix Dry Cleaning & Laundry property qualifies for historic designation under Criteria A and C. It is significant for its association with commercial development in early Phoenix and for its architectural style and method of construction.

It is an excellent representation of the property type "New Deal Era Industrial Architecture, 1933-1942" set forth in the historic context report *Commerce in Phoenix,*

1870-1942, prepared by Janus Associates, Inc. for the Arizona State Historic Preservation Office. The following information is taken from the historic context report:

> As the economy of Phoenix slowly recovered from the Depression during the latter half of the 1930s, new businesses and industries related to rail transportation increased.
>
> While the number of new businesses rose significantly, especially at the end of the decade, the number of buildings constructed was comparatively small. Many businesses occupied subdivided portions of earlier warehouses and industrial buildings. This is particularly true of produce-related wholesale and shipping businesses.
>
> The physical characteristics of industrial architecture from this period are distinguished by their design, use of building materials, and location. Masonry included brick, hollow clay tile, and the newest material, concrete block. Walls were rarely stuccoed, instead painted surfaces were common. Steel truss roof systems almost completely replaced the use of wood trusses, and sheet metal, either corrugated or crimped, was the dominant roof sheathing.
>
> Cast-in-place concrete continued to be used as a structural system, primarily as columns and beams. Experiments with pre-cast wall panels were rare but can be found.
>
> The designs for the industrial architecture of the 1930s and early 1940s were distinctively progressive. The buildings no longer reflected the eclectic period images popular in the 1920s. Rather, their designs were based on the concepts of modernism that dominated the era. Modernistic and Streamlined Moderne Styles were most frequently used, with simple, smooth walls and facades, punctuated by groupings of steel casement windows. If no reference was made to the contemporary styles, the designs were utilitarian. The location of warehouses and other industrial buildings of the period is another distinguishing characteristic. Some buildings were built as infill in the already dense warehouse district between 5th Avenue and 5th Street. The majority, however, were located on the fringes of the district and along outlying major thoroughfares. The New Deal Era buildings can be found outside of the original townsite boundaries along Jefferson, Buchanan, and Lincoln Streets, as well as north and south 7th and 19th Avenues.

Interestingly, the *Commerce in Phoenix, 1870-1942* report lists eight examples of this property type, including the subject property. However, only two of the eight examples remain intact today.

The Phoenix Dry Cleaning & Laundry building is also significant for its use of two separate lamella roofs. The following is an overview of lamella roof construction:

Lamella roof construction had a relatively short life. It began with Friedrich Reinhart Baltasar Zollinger, who was Town Building Advisor at Merseburg, Germany from 1918 to 1932. It was widely adopted in both its timber and steel form, but by the 1950s it had effectively become history.

At Merseburg in 1918 Zollinger was faced with a crisis in house building. No houses had been built during World War I, and the area saw the arrival of thousands of new laborers for the new ammonia works and the coal mines. In 1922 Zollinger planned a new town area and founded the Merseburg Building Company, which constructed 1,250 residences. The residences were built using the "Zollbau Lammellen Dach" (timber lamella), for which on October 3, 1921, he had applied for a patent in Germany.

This construction method, as stated by the American Institute of Timber Construction, comprises:

> A roof frame consisting of a series of intersecting skewed arches, made up of relatively short members, called lamellas, fastened together at an angle so that each is intersected by two similar adjacent members at its midpoint, forming a network of interlocking diamonds. This network of lamellas forms a structure of mutually braced and stiffened units, arching over the structure between supports; with the sheathing it forms a diaphragm for resistance to vertical and lateral loads.

Lamella roofs proved beneficial for their ability to span great distances without requiring obstructive supports in the form of columns or trusses. They also allowed for the advantageous use of short lengths of wood in their construction. Because the system relied on a great number of small elements, generally mass-produced, rather than a few large ones, assembly could be accomplished through simple hand-and-tool techniques, such as bolting.

In November 1924, German engineer Hugo Junkers applied for his own lamella patent. Junkers' patent was for lamella roof construction utilizing steel elements arranged in a network of triangles rather than diamonds. A year later, Junkers also applied for a patent in England.

In 1925, the technology was introduced to the United States and, as in Europe, it was governed by a proprietary system. Holding the United States patent was the Lamella Roof Syndicate in New York City. Two firms sharing the name Roof Structures, Inc., though unrelated, were major lamella promoters located in New York City and St. Louis,

while Summerbell Roof Structures, of Los Angeles, and Timber Structures, Inc., of Portland, Oregon, were the primary distributors on the West Coast.

Between 1925 and 1942, lamella roofs appeared in many different types of buildings, including hangars, factories, garages, ice rinks, sports arenas, and market halls. The system would become widely used in Europe, America, and elsewhere for arched roofs.

One of the most remarkable buildings in the United States constructed with a lamella roof was the St. Louis Arena, which opened in 1929. The architect for the project was Gustav R. Kiewit, with the Boaz-Kiel Construction Company as general contractor. Kiewit's design called for a lamella roof upheld by 20 cantilevered steel trusses. The lamella design consisted of Douglas fir ribs, 3.75 inches thick, 17.5 inches wide, and 15 feet long, fitted together diagonally giving the appearance of fish scales. The huge structure was completed in just over a year. At 476 feet long and 276 feet wide, it was, next to Madison Square Garden, the largest indoor entertainment space in the country. The arena was demolished in 1999.

The Ralph's Grocery Company chain began using lamella construction as early as 1929 and would continue to incorporate that construction method into their new buildings in southern California through at least the early 1940s. The *Los Angeles Times* reported on the advantageous nature of Lamella construction in a 1939 article describing Ralph's newest market:

> One of the most unusual architectural features in the new Ralph's market, and one that has proven its worth in other Ralph's outlets, is the Lamella trussless roof which eliminates both view-obstructing columns and unsightly trusses. Its high-arched character makes for greater clearance and imparts an air of roominess to the interior. Secret of this novel roof construction is the diamond-shaped bracing formed of short lengths of lumber so arranged as to brace each other against forces from any direction. These roofs are said to be unusually resistant to wind and earthquake stresses. Nearly all Ralph's markets incorporate this type of roof construction.

A 1931 article appearing in *Architect & Engineer* stated that hundreds of timber-framed lamella roofs had already been built in the United States. It further stated that this type of construction was highly economical, offering "a remarkably low fire hazard, damaged members being easily replaced."

Steel-framed lamella construction was also utilized in the United States. The first structure to incorporate a steel-framed lamella roof on the West Coast was a warehouse for the Coca-Cola Bottling Works in Los Angeles, debuting just five years after timber-framed lamella was first used in the area. While lamella construction utilizing steel had

advantages over timber, namely in fireproofing, the steel shortage brought about by World War II increasingly stimulated the use of lamella construction in wood.

However, in the years following World War II, the wooden lamella technology was no longer utilized. A more versatile technology was glued laminated timber, which according to architectural historian Andreas Jordahl Rhude, “may have helped to ease lamella into the extinct genre.” And improving upon steel-framed lamella construction was the geodesic dome, patented by R. Buckminster Fuller in 1947.

Constructed in 1935, the lamella roofs at the Phoenix Laundry & Dry Cleaning building were among the earliest in Arizona. They predate the Cattle Barns (1936) and Agricultural Building (1938) at the Arizona State Fairgrounds, and the gymnasium at Chandler High School (1939), which also utilize lamella roofs and are the only such structures remaining in Maricopa County. According to the Arizona State Historic Preservation Office, only one other similar building is known to exist in Arizona (in Kingman), making these structures significant at the state level.

Despite the aforementioned changes, the property retains a relatively high degree of historic integrity, still resembling its 1930s appearance. It remains sufficiently intact to convey both its historical and architectural significance.

BOUNDARY JUSTIFICATION

Section 807.E states that, when applying the evaluation criteria in Section 807.D, the boundaries of a historic district should be drawn as carefully as possible to ensure that:

1. The district contains documented historic, architectural, archaeological, or natural resources;
2. The district boundaries coincide with documented historic boundaries such as early roadways, canals, subdivision plats or property lines;
3. Other district boundaries coincide with logical physical or manmade features and reflect recognized neighborhood or area boundaries; and
4. Other non-historic resources or vacant land is included where necessary to create appropriate boundaries to assist in meeting the criteria in Section 807.D.

The proposed HP zoning boundary encompasses 1.31 gross acres. As mentioned previously, only the northern portion with the rebuilt 1935 building has been included in the proposed boundary, with the southern portion excluded to allow redevelopment on that part of the site. The proposed boundary contains the documented historic building and follows parcel lines and street monument lines as much as possible. It also includes the adjacent portion of the right way, as is customary in rezoning cases.

OWNER OPPOSITION

The property owners have not signed an Ownership Authorization Form or Waiver of Claims under Proposition 207 for this rezoning case and have stated their opposition to the proposed HP zoning, as it would delay their demolition of the property by an additional year. They have further stated that they plan to file a claim for loss of value under Proposition 207 if the HP zoning is approved.

CONCLUSION

The rezoning request Z-117-23-7 to establish HP overlay zoning for the subject property should be approved for the following reasons:

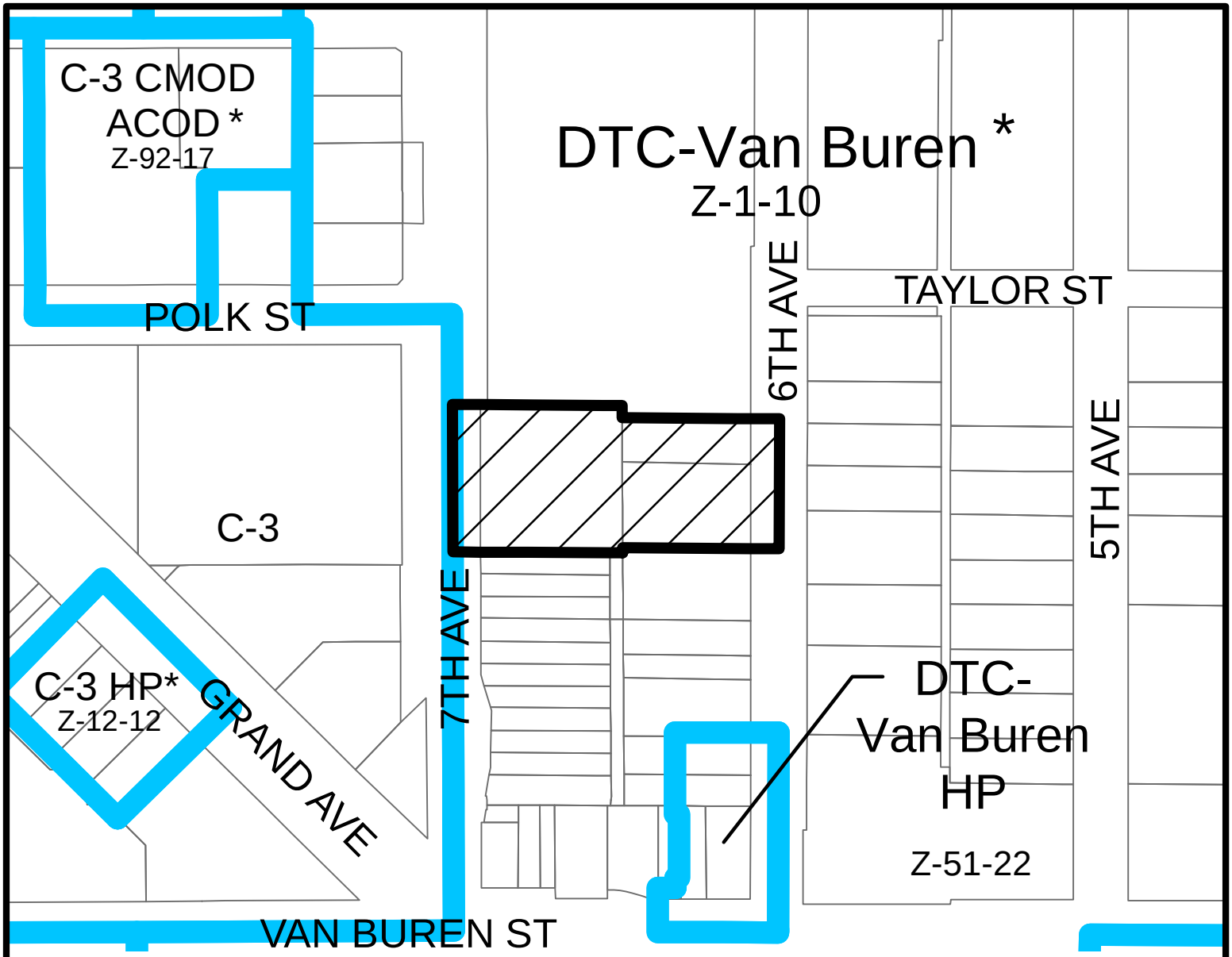
1. The property meets the significance, age, and integrity requirements for HP overlay zoning set forth in Section 807.D of the Zoning Ordinance; and
2. The proposed boundaries meet the eligibility criteria outlined in Section 807.E.

However, the owners' opposition to the case and their stated intention to file a Proposition 207 claim if it is approved may have financial impact to the City.

Writer
K. Weight
2/7/24

Team Leader
H. Ruter

Attachments:
Sketch Maps (2 pages)
Aerial Photo (1 page)
Historic Property Inventory Form (2 pages)
Historic Newspaper Articles and Photos (4 pages)
Site Photos (2 pages)

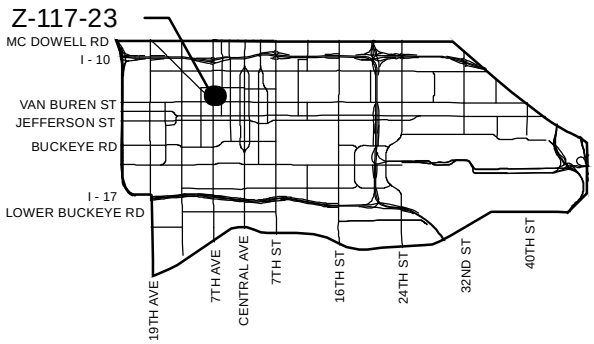


Miles

0.03 0.015 0 0.03

CENTRAL CITY VILLAGE

CITY COUNCIL DISTRICT: 7



City of Phoenix
PLANNING AND DEVELOPMENT DEPARTMENT

APPLICANT'S NAME: City of Phoenix Historic Preservation Commission

APPLICATION NO. Z-117-23

DATE: 12/20/2023
REVISION DATES:

GROSS AREA INCLUDING 1/2 STREET AND ALLEY DEDICATION IS APPROX.
1.31 Acres

AERIAL PHOTO & QUARTER SEC. NO.: QS 11-27

ZONING MAP: F-8

REQUESTED CHANGE:

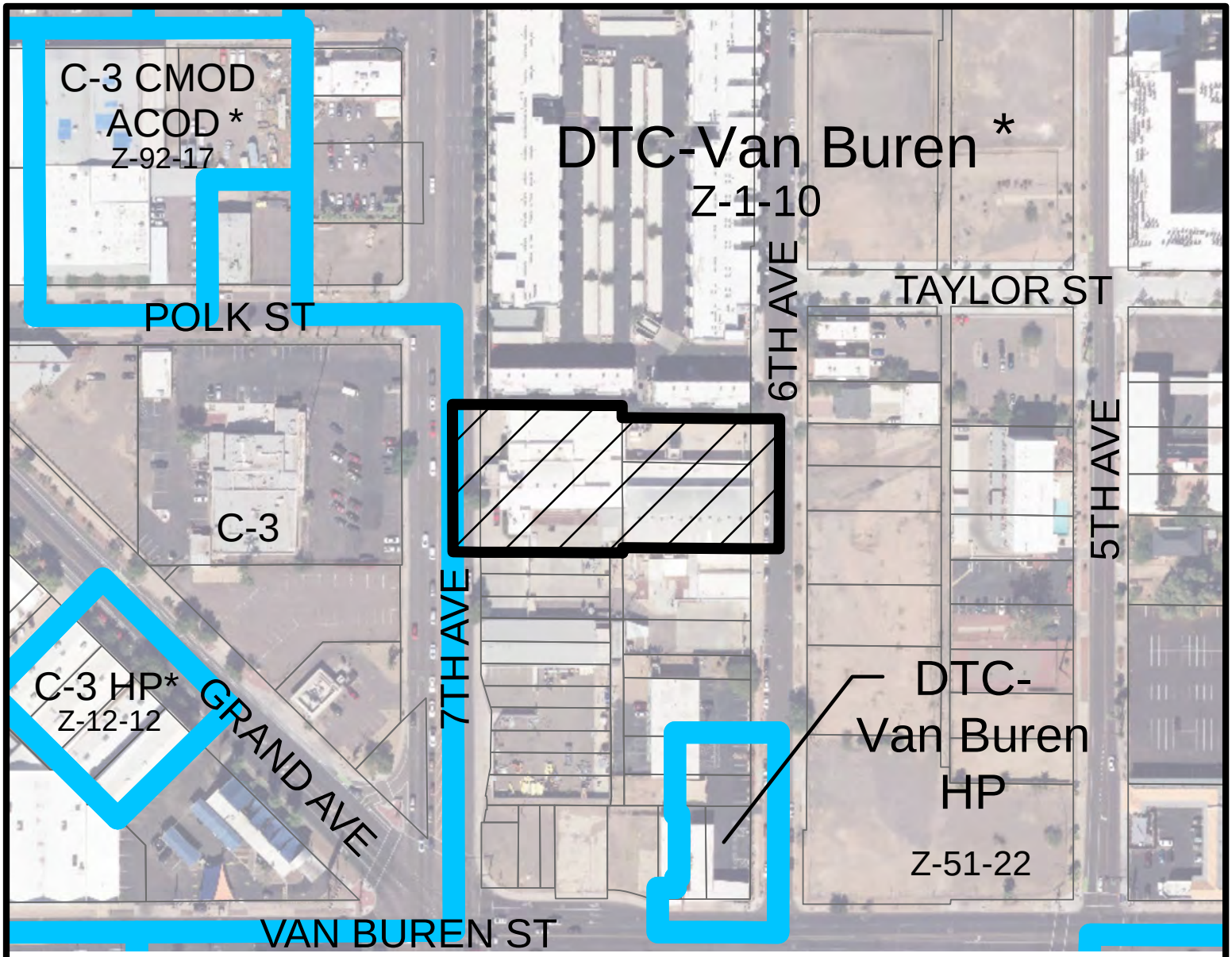
FROM: DTC-Van Buren (1.31 a.c.)

TO: DTC-Van Buren HP (1.31 a.c.)

MULTIPLES PERMITTED	CONVENTIONAL OPTION	* UNITS P.R.D. OPTION
DTC-Van Buren	285	N/A
DTC-Van Buren HP	285	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\2023\Z-117-23.mxd

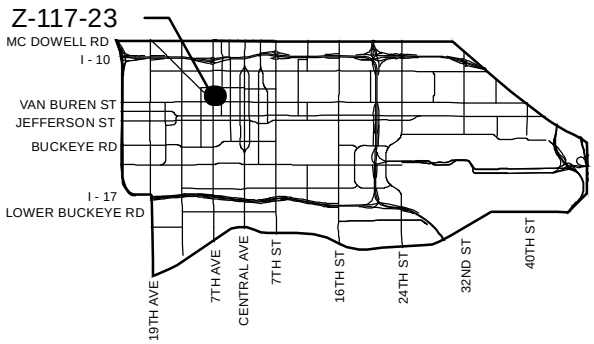


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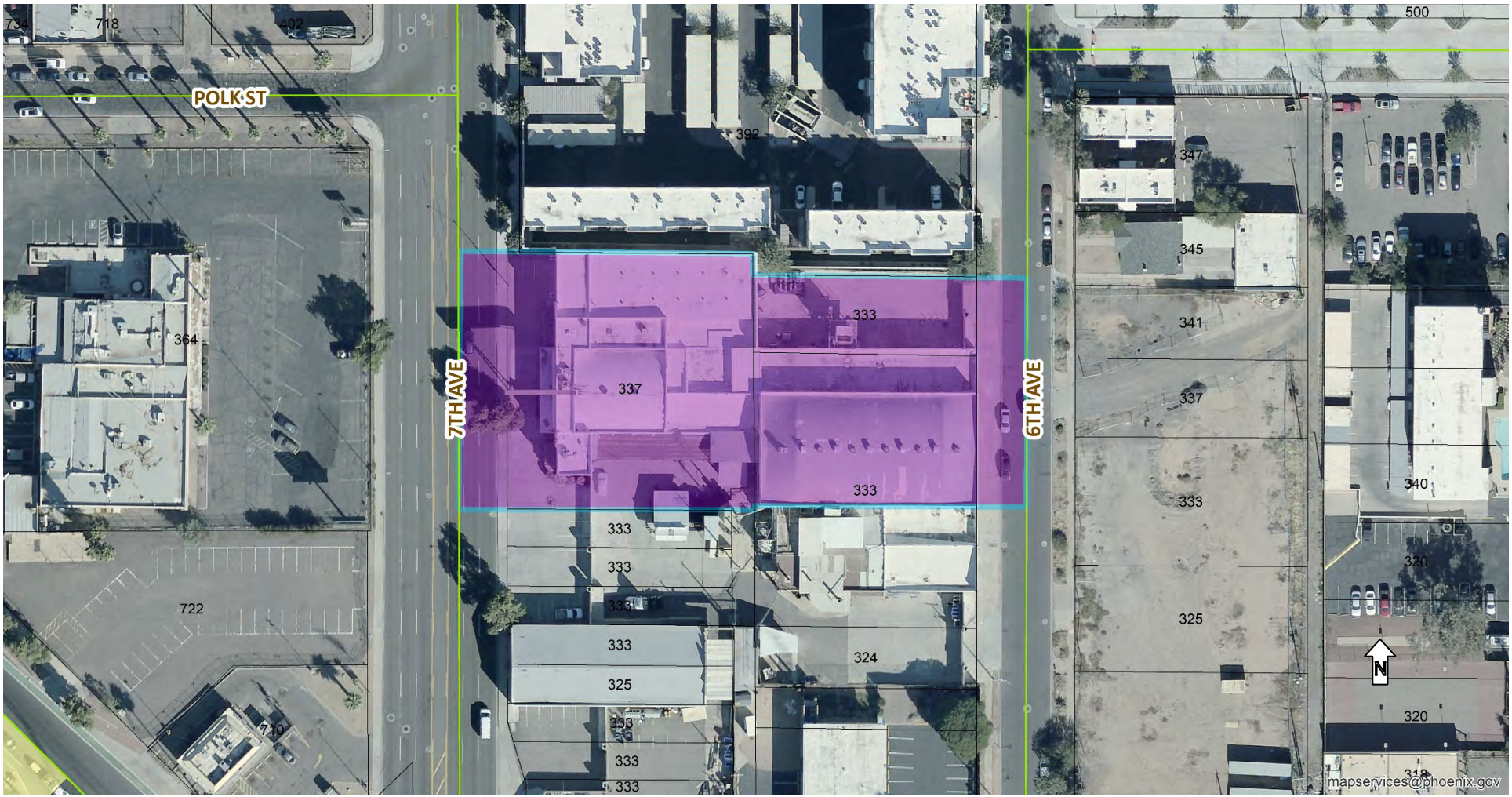
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TO: DTC-Van Buren HP (1.31 a.c.)

MULTIPLES PERMITTED	CONVENTIONAL OPTION	* UNITS P.R.D. OPTION
DTC-Van Buren	285	N/A
DTC-Van Buren HP	285	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\2023\Z-117-23.mxd



Phoenix Laundry & Dry Cleaning

333-337 North 7th Avenue (a.k.a. 332-334 North 6th Avenue)

Proposed Historic Preservation (HP) Zoning Overlay shown in purple

HISTORIC BUILDING FORM

ARIZONA STATE HISTORIC PROPERTY INVENTORY

IDENTIFICATION

SURVEY AREA NAME: Phoenix Commercial

HISTORIC NAME: Phoenix Laundry & Dry Cleaning Co.

ADDRESS/LOCATION: 333 N. 7th Avenue and 334 N. 6th Avenue

CITY/TOWN: Phoenix

TAX PARCEL NUMBER: 111/41/24, 29

OWNER: Phoenix Laundry & Dry Cleaning Co., Inc.

OWNER ADDRESS: 337 N. 7th Avenue
Phoenix, AZ 85007

HISTORIC USE: Laundry

PRESENT USE: Laundry

BUILDING TYPE: Commercial/

STYLE: Moderne and Early 20th Century Commercial

CONSTRUCTION DATE: rebuilt 1935

ARCHITECT/BUILDER: Fred Whittlesey, Architect

INTEGRITY: original site/altered minor

CONDITION: good/maintained

DESCRIPTION

STORIES: 1 rear, 2 front DIMENSIONS: (l) 160 150 (w) 140 130

STRUCTURAL MATERIAL: brick

FOUNDATION MATERIAL: concrete

WALL SHEATHING: paint - 7th Avenue; none - 6th Avenue

APPLIED ORNAMENT: concrete water table - arch over 6th Avenue entry.

COUNTY: Maricopa SURVEY SITE: 46-21

USGS QUAD: Phoenix

T 1N R 3E S 5 S1/2 ¼ OF THE ¼

UTM Zone 12 Easting 399470 Northing 3701750

Description (contd.)

ROOF TYPE: wood lamella and flat

ROOF SHEATHING: built up

EAVES TREATMENT: stepped parapet and flat parapet - brick cornice

WINDOWS: some fixed - some glass block some multi-light awning

ENTRY: 2 single, wide, 1 light pane, wood frame doors, possibly original recessed 6th Avenue

STOREFRONTS: entry canopy - 7th Ave; pilasters between windows

NOTABLE INTERIOR:

OUTBUILDINGS:

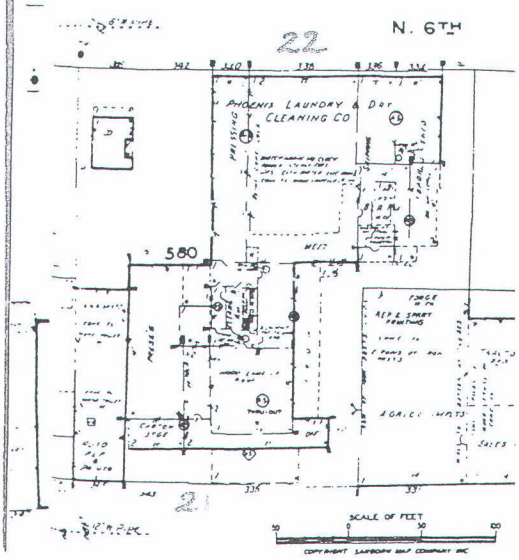
ALTERATIONS: Rebuilt after fire in 1935, portions of exterior remain, interior

PHOTOGRAPH layout is similar to original

PHOTOGRAPHER: Osborn

DATE: August 1983 VIEW: NE

SKETCH MAP:





. ADDITIONAL DESCRIPTION/ANALYSIS (annotated form):

SIGNIFICANCE:

AREAS OF SIGNIFICANCE: COMMERCE X COMMUNITY PLANNING ___ ECONOMICS ___

EXPLORATION/SETTLEMENT ___ GOVERNMENTAL ___ MILITARY ___ RELIGION ___ SCIENCE ___

THEATRE ___ TRANSPORTATION ___ TOURISM ___ OTHER(specify) ___

HISTORIC ASSOCIATIONS (be concise):

PROMINENT OCCUPANT/HISTORIC ASSOCIATION(S) The buildings were built by A.H. & G.H. Lawerence, as Phoenix Laundry & Dry cleaning Co. A.H. Lawerence founded Phoenix (continued below)

RELATIONSHIP TO LOCAL DEVELOPMENT ___

CULTURAL AFFILIATIONS ___

ARCHITECTURAL STYLE Outstanding example of 20th century brick commercial architecture in remaining front facade. Unique example of Streamlined Modern

MAJOR ARCH. FORM/MATERIAL retail buildings in Phoenix.

ENGINEERING/STRUCTURAL Rare Phoenix example of wide span wood lamella roof structure

DISTRICT/STREETSCAPE CONTRIBUTION Focal point of 6th avenue and Van Buren area.

DISCUSSION AS REQUIRED: (Associations, continued)

laundry in 1893. The Lawerence family was a pioneer business family, active in the commercial growth of early Phoenix. The property has been occupied since 1909 and the buildings have remained in use as the Phoenix Laundry and Dry Cleaning Co. since 1924. Buildings were rebuilt using some original exterior walls after 1935 fire.

CONTEXT: ISOLATED/RURAL ___ RESIDENTIAL STREET ___ COMMERCIAL X CENTRAL SQUARE ___

CBD: ___ OTHER: Strip

BIBLIOGRAPHY/SOURCES:

Phoenix Directory

Arizona Republic 1/26/24 3; 4; 3/16/24 2, 2:1-8; 7/1/35 1, 1:8; 12/11/35 2, 2-3.

Arizona Weekly Gazette 9/16/35; 6/18/37

LISTING IN OTHER SURVEYS: ___

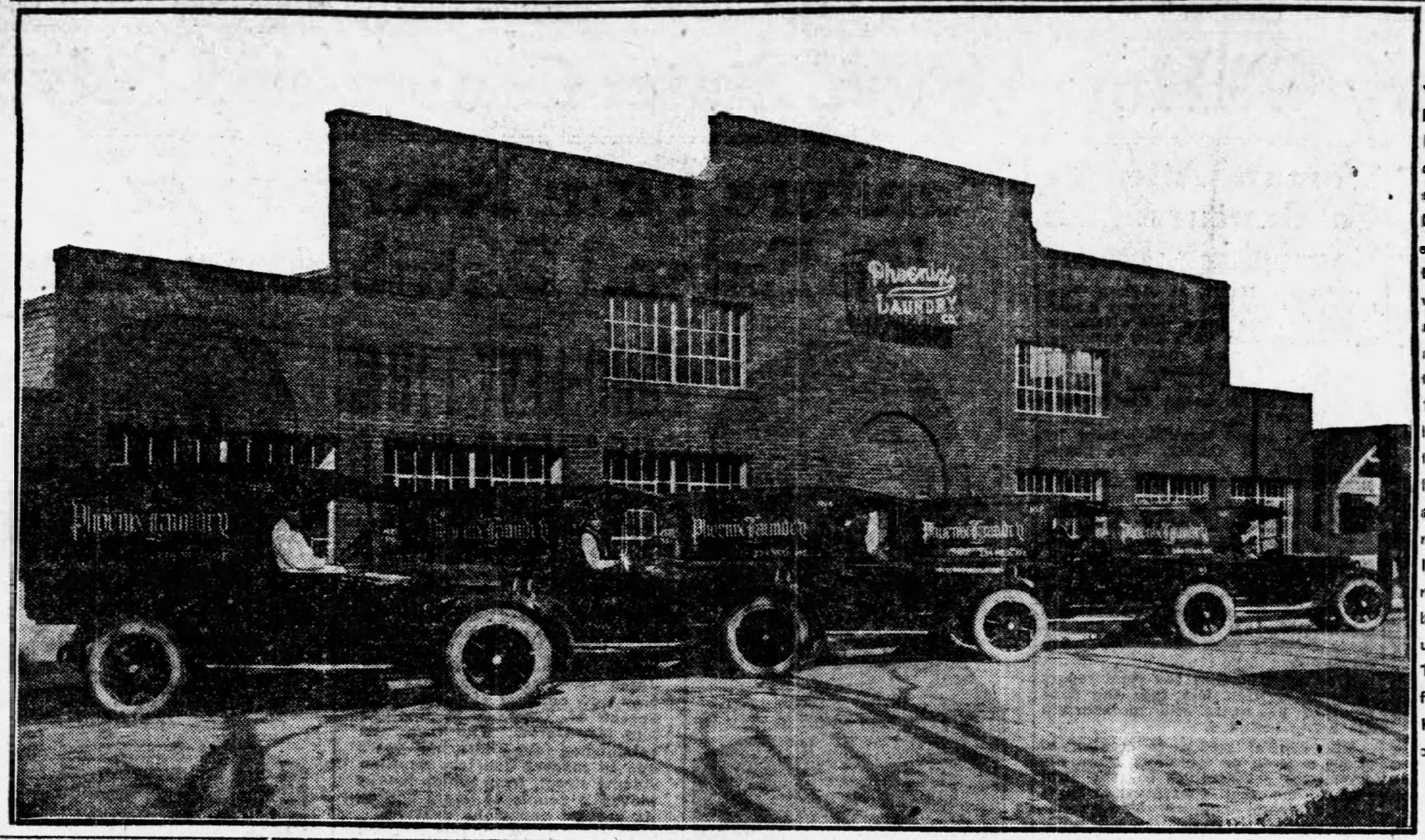
NATIONAL REGISTER STATUS:

LISTED ___ DETERMINED ELIGIBLE ___ DETERMINED NOT ELIGIBLE ___ NOT EVALUATED ___

COMMENTS/DEVELOPMENT PLANS/THREATS:

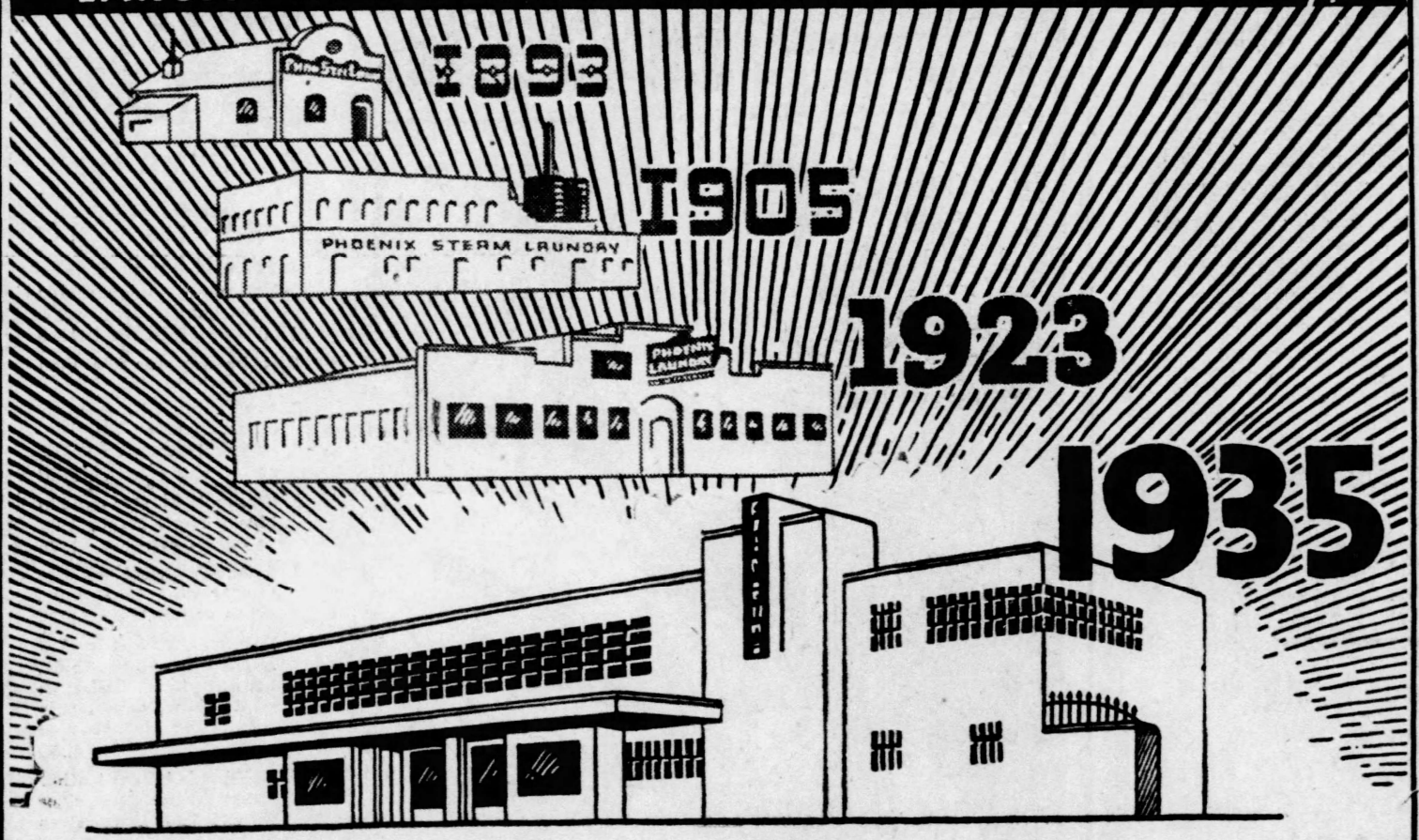
SURVEYOR J. Garrison etal SURVEY DATE May 1984 ~ DATE FORM COMPLETED May 1984

Large Modern Home of Phoenix Laundry On North Sixth Avenue



The picture shows the front view of the new home of the Phoenix Laundry at 826-840 North Sixth avenue, in the heart of the Five Pointe residential section. The battery of new Dodge Brothers trucks, purchased when the building was thrown open for business two weeks ago, is seen lined up for action, ready to spin away to all parts of the city for laundry to keep the big force of nearly 100 employees busy inside the building. The large interior of the structure provides total floor space of almost 20,000 feet, and was planned to provide almost unlimited future expansion. It was designed by Guy Lawrence, head of the firm, and the building contract was executed under his personal direction. The building has been called the finest laundry home between Kansas City and the Pacific coast.

LARGEST IN THE SOUTHWEST SINCE 1893 — *Still Growing!*



Modern as Tomorrow

The Phoenix Steam Laundry, founded 42 years ago, in 1893—first power laundry in this vast territory—had, as its aim and ideal, an unsurpassed excellence of service; and to that end was the first plant dedicated.

The growing population of Phoenix, by 1905, and the splendid acceptance and response of customers to the service offered by the Phoenix Laundry, called for extensive additions to the plant, an increased personnel, and new equipment to care for the steady growth. Three years later, Guy H. Lawrence, son of the founder, assumed management.

Again, in 1923, the Phoenix Laundry and Dry Cleaning Company's plant was found inadequate to care for its ever-increasing patronage. A new building was erected at 334 North Sixth Avenue—which, for that day, was a model of efficiency.

During the summer of 1935, the building and equipment were ravaged by fire. As soon as the debris could be cleared away, work was begun on a new plant, now rapidly nearing completion.

Modern as Tomorrow in every respect, and housing the latest equipment, it represents the ultimate fulfillment of the founders' ideal—an unsurpassed excellence of service. This new plant marks the dawn of a new era in laundering and dry cleaning.

Equally as important as the costly new equipment and splendid new building are the constantly maintained high standards of skill and perfection in workmanship—the pride of each of the 250 employes—standards which, for 42 years, have made the Phoenix Laundry the foremost organization of its kind in the entire Southwest.

The distinctive fleet of orange and black Phoenix Laundry and Dry Cleaning Company trucks travels more than a half-million miles yearly, rendering prompt, dependable pick-up and delivery service to many thousands of customers in the Salt River Valley.

You, too, will enjoy the services of this new plant that is as Modern as Tomorrow.

PHOENIX LAUNDRY & DRY CLEANING CO.

331-341 N. 7th Ave. Phoenix Arizona

PHOENIX LAUNDRY


PHOENIX LAUNDRY
DRY CLEANING
FUR
STORAGE
SERVICE & QUALITY SINCE 1910
Phoenix LAUNDRY
& DRY CLEANING CO. Inc.
MASTERcraft LINEN RENTAL
GMC
16
PhoenixLAUNDRY
Phoenix LAUNDRY
& DRY CLEANING CO Inc.
MASTERcraft



View from 7th Avenue, 10/20/2023



View from 6th Avenue, 10/20/2023



Interior view, 10/20/2023



Interior view, 10/20/2023

ATTACHMENT C

PHOENIX HISTORIC PRESERVATION COMMISSION
Final Meeting Minutes

Date: February 12, 2024
Time: 4:30 p.m.
Location: Hybrid Meeting: In-person at City Council Chambers & Virtual via Webex

Commission Members Present	Staff Present
Dan Garcia, Chair	Helana Ruter
Dan Klocke	Kevin Weight
Brenda Thomson	Desiree Aranda
Tricia Amato, Vice Chair (virtual)	Cletus Montoya
Christina Noble (virtual)	Emma Collins
Greta Rayle (virtual)	Bridget Collins
Keely Varvel Hartsell (virtual)	Paul Li
	Jodey Elsner (virtual)
	Crystal Carrancho (virtual)
	Maura Jackson (virtual)
Commission Members Absent	**Staff Absent**
Taz Khatri	

1.	**Call meeting to order** Chair Garcia verified that a quorum was established and called the meeting to order at 4:32 p.m.	**Dan Garcia, HP Commission Chair**
2.	**Introduction of Commission Members and Staff** The Commission members and HP staff made their introductions.	**HP Commission & Staff**
3.	**Review of meeting minutes from the monthly meeting held on January 8, 2024.** **Action Requested:** Approval of minutes Chair Garcia asked the Commission for questions or comments about the draft minutes from the January 8th meeting. None were posed. Chair Garcia then asked the Commission for a motion on the draft minutes from the January 8th monthly meeting. Commissioner Thomson made a motion to approve the minutes as submitted for the January 8, 2024, HP Commission monthly meeting. Commissioner Klocke seconded the motion. The Commission voted, as follows:	**HP Commission**

	as well as prioritization of projects, cost estimates, and possible grant funding opportunity. Vice Chair Amato thanked Mr. Weight. She said that she was the real estate agent for the previous property owners and that they had ideas for various community uses of the site. However, due to the pandemic and other issues, the previous owners needed to sell the property. She mentioned that this property was special to her and that she was very happy that Mr. Fabian has plans to rehabilitate the property and restore it to a much more usable state. Ms. Ruter mentioned that the property owner, Mr. Fabian, was attending the meeting via phone and he was available for questions from the Commission. Chair Garcia asked the Commission for any questions for Mr. Fabian. None were posed. Chair Garcia verified there were no further discussions or comments, and he asked the Commission for a motion. Vice Chair Amato made a motion to approve staff's recommendation for HP overlay zoning (Application Number Z-116-23-8) for Yaun Ah Gim Groceries at 1002 South 4th Avenue. Commissioner Thomson seconded the motion. The Commission voted, as follows: Chair Garcia – Yes Vice Chair Amato – Yes Commissioner Klocke – Yes Commissioner Noble – Yes Commissioner Rayle – Yes Commissioner Thomson – Yes Commissioner Varvel Hartsell – Yes Approved 7 – 0.	
6.	**Public Hearing for Application No. Z-117-23-7, Phoenix Laundry & Dry Cleaning (Milum Textile Services) at 333-337 North 7th Avenue, a.k.a. 332-334 North 6th Avenue.** **Action Requested:** Recommendation on Historic Preservation (HP) Overlay Zoning Chair Garcia introduced this agenda item and said that this property has come before the HP Commission at the two previous meetings. He said that this would be the third case for this property to be presented to the HP Commission. He then invited Kevin Weight to give a summary of the reason for this case today.	**Kevin Weight, HP Staff**

Mr. Weight said that Case Z-117-23-7 was a request to establish Historic Preservation (HP) overlay zoning for the property located at 333-337 North 7th Avenue (a.k.a. 332-334 North 6th Avenue, known historically as Phoenix Laundry & Dry Cleaning (a.k.a. Milum Textile Services). He said that staff was recommending that rezoning request Z-117-23-7 be approved but notes the property owners are opposed to the request. He then briefly reviewed the following background information, which was also shared at the previous Commission meetings:

- Location: 333-337 North 7th Avenue (a.k.a. 332-334 North 6th Avenue)
- Property Owner: Milum Textile Services
- Zoning: DTC-Van Buren (Downtown Code - Van Buren Character Area) with HP overlay pending
- Recommended eligible in 1984 in *Historic Phoenix Commercial Properties Survey*
- In October 2023, owners submitted request to demolish property
- 30-day hold began on October 31, 2023
- HP Commission formally initiated HP zoning on November 20, 2023
- Z-117-23-7 filed by HP staff on December 29, 2023

Mr. Weight reviewed the concurrent timelines of the Demolition Hearing and the HP Zoning Hearing, as follows:

- Demolition hearing timeline:
  - 10/31/2023: 30-day demolition hold began
  - 11/20/2023: HP zoning initiated by HP Commission
  - 11/21/2023: Demolition reviewed by HP Officer under Section 806 (Decision: Denied)
  - 11/21/2023: Demolition hearing scheduled per 806.E.3
  - 12/08/2023: HP Hearing Officer hearing (Decision: Denied)
  - 01/08/2024: HP Commission hearing
- HP Zoning hearing timeline:
  - 10/31/2023: 30-day demolition hold began
  - 11/20/2023: HP zoning initiated by HP Commission
  - 02/12/2024: HP Commission hearing
  - 03/11/2024: HP Central City VPC meeting
  - 04/04/2024: Planning Commission meeting
  - 05/01/2024: City Council hearing

Mr. Weight once again displayed photos and reiterated the property description and its history. Then he restated the HP overlay zoning criteria, as follows:

1. Age (at least 50 years old or exceptionally significant)
2. Integrity (location, setting, design, materials, workmanship, feeling, association)
3. Significance:
   A. Associated with events or patterns of events significant in Phoenix history
   B. Associated with persons significant in Phoenix history

C. Represents a type, period, or method of construction; represents the work of a master; or has high artistic values
D. Has yielded or has the potential to yield information about Phoenix history or prehistory

Mr. Weight restated the findings from the evaluation of the property, as follows:

- Phoenix Dry Cleaning & Laundry property qualifies for historic designation under Criteria A and C. It is significant for its association with commercial development in early Phoenix and for its architectural style and method of construction
- Excellent representation of the property type "New Deal Era Industrial Architecture, 1933-1942" set forth in the historic context report *Commerce in Phoenix,1870-1942*, prepared by Janus Associates, Inc. for the Arizona State Historic Preservation Office.
    - This report lists eight examples of this property type, including the subject property. However, only two of the eight examples remain intact today
- Phoenix Dry Cleaning & Laundry building is also significant for its use of two separate lamella roofs
    - Constructed in 1935, the lamella roofs at the Phoenix Laundry & Dry Cleaning building were among the earliest in Arizona. They predate the Cattle Barns (1936) and Agricultural Building (1938) at the Arizona State Fairgrounds, and the gymnasium at Chandler High School (1939), which also utilize lamella roofs and are the only such structures remaining in Maricopa County. According to the Arizona State Historic Preservation Office, only one other similar building is known to exist in Arizona (in Kingman), making these structures significant at the state level
    - The property retains a relatively high degree of historic integrity, still resembling its 1930s appearance. It remains sufficiently intact to convey both its historical and architectural significance

Mr. Weight restated that the proposed boundary encompasses 1.31 acres. As mentioned previously, only the northern portion with the rebuilt 1935 building has been included in the proposed boundary, with the southern portion excluded to allow redevelopment on that part of the site. The proposed boundary contains the documented historic building and follows parcel lines and street monument lines as much as possible. It also includes the adjacent portion of the right of way, as is customary in rezoning cases.

Mr. Weight said that the property owners have not signed an Ownership Authorization Form or Waiver of Claims under Proposition 207 for this rezoning case and have started their opposition to the proposed HP zoning, as it would delay their demolition of the property by an additional

year. They have further stated that they plan to file a claim for loss of value under Proposition 207 if the HP zoning is approved.

In conclusion, Mr. Weight stated that staff was recommending approval of the rezoning request Z-117-23-7 to establish HP overlay zoning for the subject property, per the following reasons:

1. The property meets the significance, age, and integrity requirements for HP overlay zoning set forth in Section 807.D of the Zoning Ordinance; and
2. The proposed boundaries meet the eligibility criteria outlined in Section 807.E.

However, the owners' opposition to the case and their stated intention to file a Proposition 207 claim if it is approved may have financial impact to the City.

Chair Garcia thanked Mr. Weight. Next, he verified that the property owners were in attendance. He invited Mr. and Mrs. Milum to present their comments to the Commission.

Mrs. Milum presented photos as examples of damage to the roof. She said that they think that mold has gotten into the wood of the roof. However, there has not been any investigation of the roof structure for the presence of mold, lead, or asbestos. She expressed her concerns regarding possible collapse of roof due to damage and possible public safety concerns. Therefore, she does not see a viable future for the roofs. She said that she has sent reports to Ms. Ruter in the HP Office as well as to City Council.

Chair Garcia thanked Mrs. Milum for sharing the photos and comments. He said that there would be more time for their rebuttal after the Commission discussion and public comments.

Next, Chair Garcia asked the Commission for any questions for staff or property owners. None were posed.

Chair Garcia mentioned that the HP Commission had received several letters of support for the HP overlay zoning. He read the following excerpt from one of the letters that was submitted by Erika Ross Lindsay, of the Phoenix Art Deco Society:

> "It seems common for individuals to drive by buildings and landmarks without questioning their origins. And this is in part because the increasing number of historic properties demolitions. Saving these properties saves the connection to our past and cultivates a sense of pride, understanding, and community in the city, something that Phoenix should value. Without this connection to our past and what defines our culture as Phoenicians, a city cannot really flourish. Once these buildings are demolished, they will be gone forever and with it some of our history."

	Chair Garcia said that he shared the above excerpt as a counterpoint to demolition. Next, Chair Garcia said that one request was submitted by Julia Taggart for public comment on this item. He invited Ms. Taggart to the podium for comment. Ms. Taggart said that she is a Board Member of the Sunnyslope Historical Society as well as a member of the Phoenix Art Deco Society. She agreed with the comments in the excerpt of the letter that Chair Garcia had shared. She feels that an HP overlay needs to be placed on the subject property, especially since the city has already lost a lot of art deco buildings, such as the Fox Theater. She said that it is important to save the Art Deco building on the subject property. She also believes it is as important as it is plausible to rehabilitate and save the roof structures and these buildings. She urged the Commission to approve the HP overlay zoning to save this part of Phoenix history for present and future generations. Chair Garcia verified that there was another request from Roger Brevoort for public comment on this item. He then invited Mr. Brevoort to the podium to share his comments. Mr. Brevoort said he contributed to the 1983 survey of the subject property. He mentioned that at that time, there was a discrepancy on whether the building was commercial or industrial and how to define those two types of structures. He said that if the survey was expanded, at that time, the property would have been nominated. He agrees that the property still meets the eligibility criteria. He mentioned that the lamella roofs are only components, they are not the sum total of the property. He thinks that there could be viable options for adaptive reuse for the north portion of the property, especially applying private sector funding and Federal Reinvestment Tax Credits. Chair Garcia verified that there were no further public comments on this item. He then invited Mr. and Mrs. Milum for their rebuttal. Mrs. Milum said that this property has been vacant since 2019. She also said that nine out of ten developers have declined purchasing the property due to Historic Preservation requirements. She said that they have spent years trying to sell the property and it continues to be a burden on them to pay for maintenance and taxes on the property. She said that this property was an industrial laundry that exposed the structure to hard chemicals for many years. She reiterated that they have done their due diligence and they just want to move on with their lives. She said that they would be open to selling the property to the city of Phoenix. Otherwise, they want the property to be demolished. Chair Garcia asked the Commission for any further discussion or questions for staff or property owners.	

	Commissioner Thomson referenced the report mentioned by Mrs. Milum and asked staff what the report was and has staff reviewed it. Ms. Ruter said that it was a thesis-style document on the study of lamella roof structures, which was submitted by Mrs. Milum to the HP Office. It was not included in the rezoning case. However, portions of the report would be included in the economic hardship case going before City Council. Commissioner Thomson then asked staff for clarification on the earlier comments that no one had examined the roof structures for integrity or possibility of collapse. Ms. Ruter responded that she was not aware of the property owners contracting any structural engineers to assess the property. She also stated that the city had not contracted any structural engineers. Chair Garcia verified there were no further questions. He then closed the floor to public comments. Chair Garcia commented on the challenge set before the HP Commission, where there are claims against the structural integrity versus the historical integrity of the property. He stated that the HP Commission previously voted to initiate the HP overlay on the subject property, and an approval today would complete that process. He also referenced the possibility of a Proposition 207 claim and the implications upon the city if the HP overlay zoning would be approved today. He then asked the commission for any further discussions. Commissioner Thomson felt that a critical piece of information was still missing since there was no structural assessment provided as part of the overall consideration of the integrity and value of the property. Chair Garcia said that there have been previous cases where there have been compelling claims of integrity. He said that without having documentation demonstrating structural deficiencies, it was challenging for the HP Commission to decide based only on the available information. Vice Chair Amato said that if the property owners had an assessment done on the property and provided that report to the HP Commission, then the Commission would have had an opportunity to review the report prior to deciding. However, she suggested that the Commission look to the previous agenda item, pertaining to the request for HP overlay zoning on the Yaun Ah Gim Grocery Store, which is in much worse condition than the Phoenix Laundry & Dry Cleaning buildings. She stressed that the condition of a building does not lessen the historic significance of a property. She said that it was important for the Commission to consider the significance of a property and see its value to the community regardless of its condition.	

	Commissioner Noble agreed with Vice Chair Amato's comments. She also referenced the report on the previous agenda item that the burden of proof is on the property owners. She understands that the subject property owners have expressed the financial burdens on them, and that they have opted out of providing the proof. She said that since that information is not available, then the focus of the HP Commission should be on whether the subject property has historic significance and value. She also mentioned that this case would move on to other commissions to consider other factors. Commissioner Klocke addressed Mr. and Mrs. Milum and said that he recognized that this situation is painful for them as property owners. He said that he previously had gone through a similar situation, and he understands how difficult this is to go through. He also said that the HP Commission has been very conservative in terms of pushing these kinds of cases forward. In fact, there have been cases that were not pushed forward when the public wanted those outcomes. He stated that since Proposition 207 was established nearly 20 years ago, there has only been one claim filed against the city. He said that this Commission does not take this situation lightly. He believes that the Phoenix Laundry & Dry Cleaning buildings are very special because of their history in the community. He said that they are very valuable and worthy of saving and said that he would be voting in support of the HP overlay zoning. Chair Garcia said he appreciated Commissioner Klocke's comments. He also mentioned that this situation exposes pain points in historic preservation where there is a strong desire by the city and citizens in the community to preserve buildings that are significant without having to pay to preserve the buildings. He said that it is important to support preservation of significant buildings and opportunities for funding preservation efforts. Next, Chair Garcia asked the Commission for a motion on this item. Prior to making a motion, Vice Chair Amato expressed her appreciation to Commissioner Klocke and Chair Garcia for their comments. She agreed that it was a difficult situation. Vice Chair Amato made a motion that the HP Commission approve HP overlay zoning on Application No. Z-117-23-7 for Phoenix Laundry & Dry Cleaning (Milum Textile Services) at 333-337 North 7th Avenue, a.k.a. 332-334 North 6th Avenue. Commissioner Klocke seconded the motion. The Commission voted, as follows: Chair Garcia – Yes Vice Chair Amato – Yes Commissioner Klocke – Yes Commissioner Noble – Yes Commissioner Rayle – Yes	

	Commissioner Thomson – Yes Commissioner Varvel Hartsell – Yes Approved 7 – 0.	
7.	**CLG Review of the National Register Nomination for Dr. Bertram Snyder Residence (8122 North 10th Avenue).** **Action Requested:** Recommendation to the Historic Sites Review Committee Chair Garcia invited Crystal Carrancho to present this item. Ms. Carrancho briefly reviewed the staff report on the CLG Review of the National Register Nomination for the Dr. Bertram Snyder Residence, located at 8122 North 10th Street, as follows: • MAR 2023: Subject property was listed on the Phoenix Historic Property Register • JAN 2024: Phoenix HP Office received National Register of Historic Places (NHRP) draft nomination from SHPO ○ Courtney Widmer, current owner, requested NRHP nomination for subject property; Nomination was prepared by Vincent Murray • FEB 12, 2024: HP Commission scheduled to review subject draft nomination pursuant to Phoenix CLG Agreement and forward its recommendation to HSRC for review at next meeting • MAR 8, 2024: HSRC scheduled to review subject draft nomination Ms. Carrancho said that staff had reviewed the draft nomination and found that the documentation is generally accurate and complete. She mentioned that staff had noted minor edits on the draft nomination form. In conclusion, Ms. Carrancho stated that staff was requesting the HP Commission to recommend that the draft NRHP Nomination be forwarded to the HSRC for approval subject to the noted edits on the nomination form. Chair Garcia thanked Ms. Carrancho for the report. He then asked the Commission for questions or comments on this item. None were posed. Chair Garcia verified that there were no requests for public comment. Then Chair Garcia verified that the Commission had no further discussions or comments, and he asked the Commission for a motion. Commissioner Klocke made a motion that the HP Commission recommend to the Historic Sites Review Committee, the CLG review of	**Crystal Carrancho, HP Staff**

Village Planning Committee Meeting Summary
Z-117-23-7

Date of VPC Meeting	March 11, 2024
Request From	DTC-Van Buren
Request To	DTC-Van Buren HP
Proposal	Historic Preservation Overlay for the Phoenix Laundry & Dry Cleaning Company
Location	Approximately 450 feet north of the northeast corner of 7th Avenue and Van Buren Street
VPC Recommendation	Approval, per the staff recommendation
VPC Vote	7-6

VPC DISCUSSION:

Three members of the public registered to speak on this item, one in favor, two in opposition.

STAFF PRESENTATION

Kevin Weight with the City of Phoenix Historic Preservation Office provided a presentation regarding the history of the building at the subject site, highlighting the age, integrity, and significance criteria required for the Historic Preservation Overlay and stating that the staff recommendation is approval.

QUESTIONS FROM COMMITTEE

Committee Member Greenman asked if the building was still in operation. **Mr. Weight** replied that the business closed in 2019. **Mr. Greenman** asked if the lamella roof was visible from the right-of-way. **Mr. Weight** replied that it is not.

Chair O'Grady asked about the vote count at the City Council hearing on the demolition request. **Mr. Weight** replied that the vote was 8-1.

PUBLIC COMMENTS

Donna Reiner introduced herself as representing Preserve Phoenix and spoke in favor of the proposal, stating that it is important to save buildings that are symbols of our history, including commercial properties, and that developers have been interested in the site, which could be repurposed.

Committee Member Olivas expressed concern about how to pay for the rehabilitation of a building like this, highlighting that HP zoning requirements can deter someone from purchasing a property.

Marilyn Milum introduced herself as the property owner and provided a presentation in opposition to the request, highlighting the poor condition of several aspects of the building, including safety concerns with the lamella roof, and the lack of success in working with potential developers to buy the site for rehabilitation.

Committee Member Rachel Frazier Johnson commented that Proposition 207 is an option for the property owners and asked about compensation. **Mrs. Milum** replied that this is a quality-of-life issue, and they have tried to work with the City on a solution.

Faith Burton asked about the history of the building, including ownership, the last time the roof was insured, and environmental testing. **Mrs. Milum** noted that they owned the property for 60 years, the roof was insured six years ago, and they have a “no further action” from the EPA. **Ms. Burton** asked whether developers discussed maintaining the Art Deco features of the building. **Mrs. Milum** noted that the focus has been on the ceilings.

Committee Member Martinez asked about the potential agreement if a developer agreed to purchase the property. **Mrs. Milum** stated that the developer would use an 8-year tax abatement from the City for adaptive reuse. **Ms. Martinez** asked if there was only one developer interested. **Mrs. Milum** confirmed there was only the one developer. **Ms. Burton** asked when the discussions with the developer took place. **Mrs. Milum** replied it was last year.

Committee Member Olivas asked at what point the structural assessment happens. **Chair O’Grady** stated that question could be directed to staff.

Chair O’Grady asked if there was a developer offer for the land if the building were demolished. **Mrs. Milum** stated there was no offer.

Committee Member Starks asked if a developer was interested if the site had the HP overlay. **Mrs. Milum** stated that it would be if it did not have the overlay.

Committee Member Panetta asked about the costs to have a structural assessment done. **Mrs. Milum** replied that it would be $60,000.

Craig Milum introduced himself as the property owner and spoke in opposition to the request, highlighting safety concerns with lamella ceilings.

Ms. Martinez asked about the age of the lamella ceiling. **Mrs. Milum** replied that it was 90 years old.

STAFF RESPONSE

Mr. Weight stated that there are examples of lamella roofs being used today in gymnasiums in Arizona, the Historic Preservation Commission felt strongly about preserving this history, and that a structural assessment had not been done.

Ms. Burton noted that the examples of lamella roofs in operation are all publicly-owned buildings and asked if there were any privately-owned examples. **Mr. Weight** replied that he wasn't aware of any.

Committee Member Greenman stated that the zoning at this site would allow 600 feet of height and asked if HP zoning would permit a building to punch through the roof to construct a tower. **Mr. Weight** replied that such a building would not be allowed under HP zoning.

Ms. Olivas stated that the determination so far has not factored in a structural report and asked what the economic hardship decision was based on. **Mr. Weight** replied that the applicant must demonstrate the rate of return based on cost estimates. **Ms. Olivas** stated that if the property owners can't afford to rehabilitate the building, it will simply sit vacant after HP approval.

Committee Member Burns asked if there is anything keeping the building from being used now. **Mr. Weight** replied that from a regulatory perspective, there is nothing preventing it.

Ms. Martinez asked for clarification on the economic hardship hearing. **Mr. Weight** replied with a detailed description of how economic hardship is determined.

Ms. Johnson asked if the City has a planned use. **Mr. Weight** replied that there is no planned use.

Chair O'Grady asked if a GPLET was considered for the site. **Mr. Weight** replied that a GPLET was part of the discussion regarding the site.

COMMITTEE DISCUSSION

Ms. Burton stated that the property owners are arguing a very complicated case and that this is a difficult building, considering insurance and other requirements.

Committee Member Sonoskey asked about a façade easement, which was done at a site in the Warehouse District. **Mr. Weight** stated that the HP overlay was removed in that case.

Ms. Olivas stated that there are no comparisons in Arizona, no structural report, and the Committee doesn't know details about the negotiations to this point.

Ms. Johnson stated that there needs to be a creative solution to move forward that acknowledges both sides of the issue.

Mr. Panetta asked if HP designation would make funding available for an assessment. **Mr. Weight** replied that it would.

Mr. Burns asked for clarification that the HP designation is only effective for one year. **Mr. Weight** replied that the HP zoning delays demolition for one year, after which there is nothing preventing demolition.

Ms. Martinez noted that the HP overlay could provide funding for the assessment.

Mr. Panetta stated that even if the HP overlay is approved, it only delays demolition by one year, and the property owners would still end up demolishing the building.

Mr. Burns stated that he understands the hardship, but the purpose of the HP overlay is for preservation. **Mr. Panetta** replied that the property owner doesn't have any interest in pursuing preservation of the building.

Committee Member Vargas asked how common it is for buildings to be demolished after receiving an HP overlay. **Mr. Weight** stated that multiple buildings have been demolished with HP overlays.

Committee Member Starks stated that the property owners had options that they haven't pursued.

Mr. Sonoskey stated that if the HP overlay is approved, it gives time for experts to document the building before the building is demolished.

Chair O'Grady stated that historic preservation requires a property owner to go along with it, which is not the case here.

MOTION

Zach Burns made a motion to recommend approval of Z-117-23-7, per the staff recommendation. **Vice Chair Gaughan** seconded the motion.

Mr. Burns stated that the HP overlay would allow additional time to find a preservation solution and could allow funding for the structural analysis.

Mr. Vargas stated that the HP overlay could allow additional archiving of information.

Ms. Olivas stated concerns about the funding. **Mr. Weight** stated that there is funding in the budget to use for property assessments.

Ms. Johnson asked if funding is contingent on HP zoning approval. **Mr. Weight** stated that it is not.

VOTE

7-6; Motion to recommend approval of Z-117-23-7, per the staff recommendation, passed; Committee Members Burns, Panetta, Sonoskey, Starks, Vargas, Gaughan, and O'Grady in favor; Committee Members Burton, Greenman, R. Johnson, Lockhart, Martinez, and Olivas opposed.

STAFF COMMENTS REGARDING VPC RECOMMENDATION:

None.

ATTACHMENT E

REPORT OF PLANNING COMMISSION ACTION
April 4, 2024

ITEM NO: 8	
	DISTRICT NO.: 7
SUBJECT:	
Application #:	Z-117-23-7
Location:	Approximately 450 feet north of the northeast corner of 7th Avenue and Van Buren Street
From:	Downtown Code-Van Buren
To:	Downtown Code-Van Buren HP
Acreage:	1.31
Proposal:	Historic Preservation Zoning Overlay for Phoenix Laundry & Dry Cleaning Company
Applicant:	City of Phoenix, Historic Preservation Commission
Owner:	Milum Textile Services Co.
Representative:	Kevin Weight, City of Phoenix, Historic Preservation Office

ACTIONS:

Staff Recommendation: Approval.

Historic Preservation Commission: 2/12/2024 Approval. Vote: 7-0.

Village Planning Committee (VPC) Recommendation:
Central City 3/11/2024 Approval, per the staff recommendation. Vote: 7-6.

Planning Commission Recommendation: Denial.

Motion Discussion:

The property owner expressed that they do not wish to be granted HP zoning overlay on the site due to the challenges and cost in building upkeep and their struggles in finding a buyer willing to purchase the property with HP zoning given their end goal is to sell the property.

Commissioner Matthews made a MOTION to approve Z-117-23-7, per the Historic Preservation Commission and Central City Village Planning Committee recommendations.

Chairman Gaynor stated that the motion died for lack of a second. He asked for a different motion.

Vice-Chairperson Busching stated, before she made a motion, she thought a continuance would be best, she just questioned how long would be an appropriate continuance to allow the City to work the Milums. She asked Mr. Weight (staff/representative) for his thoughts on that.

Mr. Weight responded that he knows the Milums would like some resolution sooner rather than later, but if they are open to the possibility of extending the process to for the City to work with them and do an assessment, he would welcome that, but he knows they have been somewhat reluctant up until today to do that. If they feel it is something they think would be helpful, he is happy to do that. They could take a little more time to make that happen, otherwise, it might be best to just seek a resolution.

Commissioner Matthews made a MOTION to approve Z-117-23-7, per the Historic Preservation Commission and Central City Village Planning Committee recommendations.

Commissioner Boyd SECONDED.

Chairman Gaynor asked for a roll call.

Commissioner Gorraiz stated that in interest of compassion and sanity, this building is falling apart and should not be given an HP Overlay and force the Milums another year or two with a process that they have already spent two to three years having to fight.

Commissioner Hu abstained from the vote. She does not feel she has enough information about the property to make a decision.

Commissioner Matthews stated that we have an appropriate rezoning request before us from an applicant, within the City Code. Generally, buildings that are 90 years old are usually not in the best condition and typically need rehabilitation in order to receive their full value to the overall city.

The motion failed with a vote of 3-4-1 (Hu abstained) (Gaynor, Gorraiz, Jaramillo, Perez).

Commissioner Boyd suggested that someone make the negative motion.

Commissioner Gorraiz made a MOTION to deny the Historic Preservation Overlay.

Commissioner Jaramillo SECONDED.

The motion passed with a vote of 4-3-1 (Hu abstained) (Boyd, Busching, Matthews)

Motion details: Commissioner Gorraiz made a MOTION to deny Z-117-23-7.

Maker: Gorraiz
Second: Jaramillo
Vote: 4-3-1 (Boyd, Busching, Matthews) (Hu abstaining)
Absent: Mangum
Opposition Present: Yes

Findings: Although the proposal meets eligibility criteria regarding the significance, age, and integrity requirements for HP overlay zoning set forth in Section 807.D of the Zoning Ordinance and the proposed boundaries meet the eligibility criteria outlined in Section 807.E, the Planning Commission recommends denial to not impede the property rights of the owner.

This publication can be made available in alternate format upon request. Please contact Teleia Galaviz at 602-291-2559, teleia.galaviz@phoenix.gov, TTY: Use 7-1-1.

ATTACHMENT F

CITY OF PHOENIX
PLANNING AND DEVELOPMENT DEPARTMENT

FORM TO REQUEST PC to CC **I HEREBY REQUEST THAT THE CC HOLD A PUBLIC HEARING ON:**					
APPLICATION NO/ LOCATION	**Z-117-23-7** **Milum Textile Services Company** **7th Avenue and Van Buren Street**	***(SIGNATURE ON ORIGINAL IN FILE)***			
		opposition	**x**	**applicant**	
APPEALED FROM:	PC April 4, 2024	734 West Polk Street Phoenix, AZ 85007			
	PC DATE	*STREET/ADDRESS/CITY/STATE/ZIP*			
TO PC/CC HEARING	May 1, 2024	**Roger Brevoort** 602-690-8080 historichouseguyphx@gmail.com			
	CC DATE	*NAME / PHONE / EMAIL*			
REASON FOR REQUEST: Preserve Phoenix objects to the decision of the Planning Commission and are filing an appeal hoping for a positive outcome that enables preservation of some aspect of the Milum Textile Services Property.					
RECEIVED BY:	Julia Loewen	**RECEIVED ON:**	4/11/2024		

Alan Stephenson
Joshua Bednarek
Tricia Gomes
Racelle Escolar
Sarah Stockham
Stephanie Vasquez
Heather Klotz

Camryn Thompson
Paul M. Li
GIS
Byron Easton (for PHO Appeals only)
Vikki Cipolla-Murillo
Village Planner
Applicant

CITY OF PHOENIX

APR 1 1 2024

Planning & Development Department

City of Phoenix

PLANNING AND DEVELOPMENT DEPARTMENT

F PHOENIX

APR 1 1 2024

anning & Development Department

The **PLANNING COMMISSION** agenda for **April 4, 2024** 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 11, 2024**.

   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 11, 2024.**

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 11, 2024.**

   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 18, 2024.**

FORM TO REQUEST CITY COUNCIL HEARING

I HEARBY REQUEST THAT THE CITY COUNCIL HOLD A PUBLIC HEARING:

Z-117-23-7
APPLICATION NO.

April 4, 2024
DATE APPEALED FROM

☒ OPPOSITION
☐ APPLICANT

Milum Textile Services Co., 7th Ave. & Van Buren St.
LOCATION OF APPLICATION SITE

J. Loewen, Planner I
~~Kevin Weight, Historic Preservation Office~~
PLANNER
(PLANNER TAKING THE APPEAL)

BY MY SIGNATURE BELOW, I ACKNOWLEDGE CITY COUNCIL APPEAL:

Roger Brevoort
PRINTED NAME OF PERSON APPEALING

SIGNATURE

734 West Polk Street
STREET ADDRESS

April 10, 2024
DATE OF SIGNATURE

Phoenix, AZ 85007
CITY, STATE & ZIP CODE

602-690-8080
TELEPHONE NO.

historichouseguyphx@gmail.com
EMAIL ADDRESS

REASON FOR REQUEST: Preserve Phoenix objects to the decision of the Planning Commission and are filing an appeal hoping for a positive outcome that enables preservation of some aspect of the Milum Textile Services property.

APPEALS MUST BE FILED IN PERSON AT 200 WEST WASHINGTON, 2ND FLOOR, ZONING COUNTER

From:	Michele Chinichian
To:	Helana Ruter; Council District 7 PCC; hello@preservephx.org
Subject:	Enact the Historic Preservation Overlay on the total property at 333 & 337 N 7th Ave.
Date:	Thursday, November 9, 2023 7:13:15 PM

Dear Councilwoman Ansari's Office,

This letter is to ask for the Historic Preservation Commission to take action and **Enact the Historic Preservation Overlay** on the total property at 333 & 337 N 7th Ave. Please help us save this iconic architecture so it can remain intact and adaptively reused for future generations of Arizonans to benefit from.

This is the community's only chance to save a highly visible, uniquely historic property and retain the community's opportunity to have input on future large-scale development. Downtown Phoenix and the Roosevelt Neighborhood deserve better and deserve to participate in the planning process for such a sizable site. It would be a devastating loss to scrape an important historic building, especially one that is primed to be an exemplary adaptive reuse redevelopment.

Architecture with character is what makes Phoenix an appealing and desirable place to live. Please don't support the destruction of what makes this city so special. It is heartbreaking when the city does not take action to preserve these beloved buildings. I urge you to take action and enact the Historic Preservation Overlay.

Thank you for your consideration.

All the best,

Michele Chinichian, LCSW
Phone: (480) 409-2915
Website: http://royapllc.weebly.com/ [royapllc.weebly.com]
Scheduling: https://michele-chinichian.clientsecure.me [michele-chinichian.clientsecure.me]
Google Reviews: https://g.page/r/CSkdzyvcV7exEB0/review [g.page]

PLEASE NOTE: My practice maintains a cancellation policy of 48 hours prior to your appointment time. There is a missed session fee applied to all cancellations or reschedulings under 48 hours.

IN CASE OF AN EMERGENCY: If you are experiencing a psychiatric crisis, please call the 24-hour crisis hotline at 602-222-9444 or go directly to your nearest emergency room.

CONFIDENTIALITY NOTICE: The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please immediately notify the sender of this email, and delete the original message. Regarding the Use of Email -- Although I use a firewall and my computer is password protected, my emails are not encrypted. Therefore, I cannot guarantee the confidentiality of email communication. If you choose to communicate confidential information with me via email, I will assume that you have made an informed decision and I will view it as your agreement to take the risk that email may be intercepted. Please be aware that email is never an appropriate vehicle for emergency communication. This message is private and confidential communication intended for the addressee only. WARNING: the unauthorized interception or retrieval of e-mail may be a criminal violation of the Electronic Communications Privacy Act, 18 USC 2510-2521. Thank you for respecting privacy and observing the law.

From:	G.G. George
To:	Helana Ruter
Cc:	Council District 7 PCC; Council District 4; Michael Petersen-Incorvaia
Subject:	Request for Consideration
Date:	Friday, November 10, 2023 4:26:50 PM
Attachments:	Request for consideration.doc

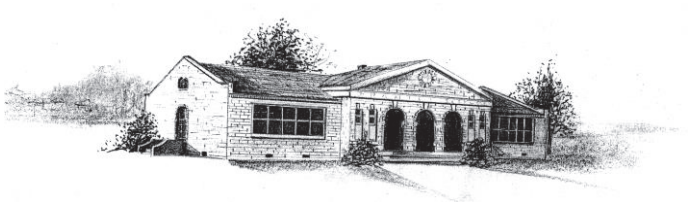
Hello Helana,

Please see the attached from the PHNC for distribution to the Historic Preservation Commission.

Thank you,

GGG

Phoenix Historic Neighborhoods Coalition



HISTORIC FRANKLIN SCHOOL

November 10, 2023

Phoenix Historic Preservation Commission
City of Phoenix Planning Department
200 W. Washington Street, 2nd Floor
Phoenix, AZ 85003-1611
Via Email
helana.ruter@phoenix.gov

RE: HP-87-23-DEM, HP-88-23-DEM, HP-120-23-DEM

Dear Chairman Garcia and Members of the Commission,

I am writing on behalf of the Phoenix Historic Neighborhoods Coalition. We are a coalition of people who live throughout the historic neighborhoods within the City of Phoenix. We come together because we value the history of Phoenix and we seek to share our love of our city's historic neighborhoods to preserve not only the buildings but to help stabilize and build strong communities.

The HP office has advised the Coalition that a total demolition application has been filed for the Milum Textile Buildings at 333 N. 7th Avenue. These properties requested for demolition have been identified as individually eligible for the Phoenix Historic Property Register in a survey by the Junior League of Phoenix in 1984, which recommended them eligible for listing on the National Register of Historic Places. They are considered eligible not only for the Streamline Moderne style but most importantly, they contain a rare Lamella roof. It is one of only two properties thus far identified in Phoenix with the Lamella roof style.

A wide-span Lamella roof is a vaulted roof consisting of a crisscrossing pattern of parallel arches, comprised of short wooden members hinged together to form an interlocking network in a diamond pattern.

The only other Lamella roofs of which I am aware are in the Cattle Barns on the State Fairgrounds, identified and pictured in my book, *"The Arizona State Fair".*

Two of the Cattle Barns were built prior to World War II, and often sheltered troops overnight during the war. Two of the Barns were built after the war in the exact same style, all with Lamella roofs.

These Lamella roofs have statewide historical significance.

Therefore, the Coalition requests denial of the demolition permits and action by the Commission to enact the Historic Preservation Overlay for the total properties at 333 N. 7th Ave. (primary address), 337 N. 7th Ave., 357 N. 7th Ave., and 326 N. 6th Ave, as identified in the 30 Day Demolition Hold for 333 N. 7th Ave.

Thank you for your time and attention to this request.

G.G. George, President
Phoenix Historic Neighborhoods Coalition

1102 W. Palm Lane
Phoenix, AZ 85007
602-252-3151

November 17, 2023

Helana Ruter

City of Phoenix Historic Preservation Office

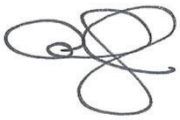
200 W. Washington Street, 3rd Floor

Phoenix, AZ 85003

Dear Helana and Vice Mayor Yassamin Ansari,

I am writing to you to enact the Historic Preservation Overlay on the total Milum Textile Services property at 333 and 337 N. 7th Avenue. This is a prime example of early Modern / Art Deco architecture in the heart of our city with immense potential for adaptive reuse. At the core of each great city lies historic architecture with a story to tell. Phoenix has all to often scraped so much of our history to make way for newer construction that lacks character and detail. Adaptive reuse projects that maintain and highlight such character and detail are what draw new residents, young and old, to fall in love with the buildings once again. Please do not allow this iconic property to be added to the list of bygone architecture in the city of Phoenix.

Sincerely,



Aaron Stouffer

November 17, 2023

Helana Ruter
Historic Preservation Officer
City of Phoenix
200 West Washington St., 3rd Floor
Phoenix, AZ 85003

Re: 30 Day Demolition Hold for Milum Textile Buildings 1 and 2, Seventh Avenue site

Dear Helana:

Preserve Phoenix wishes to go on record in support of initiation for the two primary buildings on the northern portion of the Milum Textile Buildings on 7th Avenue. Constructed in 1924 and substantially rebuilt after a fire in 1935, the Milum complex is an important site that attests to the commercial and industrial heritage of what was then the west side of downtown Phoenix. The buildings were identified as potentially eligible for listing on the National Register of Historic Places and consequently the Phoenix Historic Property Register since 1985. Building One is also notable for its unique lamella roof construction. While this is an interior feature, it is nonetheless part of the building and an increasingly rare example of this construction technique. There are only a few other examples in Phoenix and Arizona as a whole.

It is our understanding that developers are actively looking at the Milum property. There are also two applications for demolition, simplistically for Building 1 (north side) and Building 2 (south side). While we would advocate for the designation of the entire parcel, we understand that the north parcel contains the more notable property.

We hope the Phoenix Historic Preservation Commission will subsequently initiate designation of the two Milum properties to the Phoenix Historic Property Register. Initiation will recognize the architectural merit of the buildings and site and allow time for the owners to consider the various development proposals that include for reuse or the buildings as an alternative to demolition.

Sincerely,

Roger Brevoort
Chair, Advocacy Committee

November 17, 2023

Helana Ruter
City Historic Preservation Officer
300 West Washington St., 3rd Floor
Phoenix, AZ 85003

Dear Helana:

On behalf of the Arizona Preservation Foundation board of directors, I am writing to highlight the urgent need for the preservation and designation of the properties at 333, 335, and 337 N. 7th Avenue in downtown Phoenix, formerly known as Milum Textile Services. These structures, with their remarkable lamella truss roof structures, embody an essential part of Arizona's heritage and architectural legacy.

Downtown Voices Coalition, Grand Avenue Arts and Preservation, Phoenix Historic Neighborhoods Coalition, and Preserve Phoenix have all eloquently voiced the significance of these buildings. Their historical and architectural value extends far beyond mere structures; they are a testament to the industrious spirit that shaped our capital city's past. Moreover, these structures are not just relics of history; they hold immense potential for adaptive reuse that could invigorate Downtown Phoenix's urban landscape.

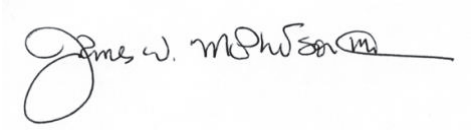
The call for a Historic Preservation Overlay is not just about safeguarding the physical structures but about signaling a commitment to honoring our history and ensuring a thoughtful blueprint for future development. This initiative isn't solely about nostalgia; it's a prudent step toward creating vibrant, livable spaces that offer a unique sense of place and attract both locals and visitors.

The unique lamella roof construction, the interior craftsmanship, and the historical significance of these buildings make them invaluable. They stand as a reminder of our commercial and industrial heritage and deserve recognition and protection.

Therefore, I urge the Phoenix Historic Preservation Commission to take decisive action by initiating the designation of the Milum properties to the Phoenix Historic Property Register. Such recognition would provide the necessary time for stakeholders to explore viable alternatives to demolition and consider adaptive reuse options that honor the site's history and contribute positively to our community's future.

Preservation isn't merely about conserving the past; it's about building a sustainable and culturally rich future for Arizona and its capital city. Let's take this opportunity to showcase our commitment to preserving our heritage while paving the way for innovative and inclusive development.

Sincerely yours,



Jim McPherson
President, Board of Directors
Arizona Preservation Foundation

cc: Board Members, Arizona Preservation Foundation
Jeff Sherman, Downtown Voices Coalition
Beatrice Moore, Grand Avenue Arts and Preservation
G.G. George, Phoenix Historic Neighborhoods Coalition
Roger Brevoort, Preserve Phoenix
Kathryn Leonard, State Historic Preservation Office

November 17 2023

Re: Request for Milum Textile Building Protection and Preservation.

Councilwoman Ansari and Helana Ruter, City of Phoenix Historic Preservation Office:

I am writing to request your action to enact a Historic Preservation Overlay for the properties at 333 & 337 N 7th Ave (parcels: 111-41-029 and 111-41-024C). The ever-diminishing stock of industrial warehouse structures left in Downtown Phoenix leaves these buildings as an important artifact of our pre-war Phoenix heritage. Our downtown history is based in the utilitarian nature of the structures, workers, and residents that built our City. The interiors of these buildings signify the industrious nature of our city's migrant and craftsman workforce and therefore, they should be preserved and utilized in a way that shows off that amazing interior craftsmanship. (Public art studios, maker spaces, Public event venues, or Public Markets)

Hopefully by enacting the overlay sufficient time will be given to find a reasonable solution besides total demolition.

Sincerely yours,



Jeff Sherman
Steering Committee Chair
Downtown Voices Coalition

cc:
Steering Committee Members, Downtown Voices Coalition
Mayor Gallego, City of Phoenix
Chris Mackay, Community & Economic Development Department

Grand Avenue Arts & Preservation
1301 Grand Avenue #8
Phoenix, AZ 85007
602.391.4016

November 17, 2023

Helana Ruter
City of Phoenix Historic Preservation Officer
City of Phoenix
200 W. Washington St.
Phoenix, AZ 85003

Ms. Ruter and City of Phoenix Historic Preservation Commission:

Grand Avenue Arts and Preservation requests that the Phoenix Historic Preservation Commission enact a Historic Preservation Overlay on the total property at 333, 335 and 337 N. 7th Avenue (now known as Milum Textile Services) at the upcoming Monday, November 20th HP Commission meeting.

A tour of the historic buildings at this site and their amazing lamella truss roof structures were a highlight over the years on the Grand Avenue Festival's "Under the Vintage Roof Tours". The public was honored to be able to enter the site to view the incomparable lamellla trusses as well as other notable historic building features, and were fascinated by the intriguing history of the site. The main buildings at the site are truly some of the most beautiful warehouse buildings in the State of Arizona.

This 7th Avenue corridor adjacent to downtown Phoenix (which is also part of the downtown core) should be lined with more than a series of look-alike lofts and fast food restaraunts. Initiating an Overlay on historically eligible buildings will attract developers to the site who have the needed skills to create a valuable adaptive reuse project. One with housing, retail, office, restaurants and/or other small scale uses.

Scraping this site clean not only eliminates the opportunity for a unique adaptive reuse project, but sends the wrong message to developers and land speculators moving forward: that we don't care about the longevity of our historic architecture and sites nor do we care about creating a quality blueprint for development into the future.

Adaptive re-use projects have proven to be finacially viable in many cities, creating a unique sense of place and quality of life to the built environment. When done well, the distinction of these adaptive reuse projects not only lifts us out of the mundane, but become exciting destinations for locals, out-of-town visitors, and future residents.

Sincerely,

Beatrice Moore, Director

Harder Development

November 17, 2023

Ms. Helena Ruter
Historic Preservation Officer
City of Phoenix
200 W. Washington St.
Phoenix, AZ 85003

Dear Ms. Ruter:

As a longstanding business and property owner within the Roosevelt Neighborhood with experience in both adaptive reuse and historic preservation projects I am writing today to urgently request that the Phoenix Historic Preservation Commission take action and initiate designation of the Milum Textile Services Buildings 333 & 337 N 7th Ave (parcels: 111-41-029 and 111-41-024C) to the Phoenix Historic Property Register. The City of Phoenix Historic Preservation Office has well-documented the nearly century-old buildings' historic significance and integrity. Of note, the City of Phoenix Historic Preservation Office has determined the property Individually Eligible for the Phoenix Historic Property Register under Criterion A & C. Additionally, the property was surveyed as part of the Historic Phoenix Commercial Properties Survey (Junior League of Phoenix, 1984), which recommended it as eligible for listing on the National Register of Historic Places.

Originally known as Phoenix Dry Cleaning & Laundry Co. and designed by architect Fred Whittlesey, the Streamline Moderne style brick building(s) contain rare, magnificent, and well-preserved examples of the gorgeous wide-span wood lamella truss roofs found in Arizona. Both inside and out the architecture is unique, historic and valuable due to its rare occurrence in our city's downtown core. The buildings' demolition would greatly impact the character of the historic neighborhood that has seen an unfair share of demolition and blight through the years. The loss of these important historic buildings would squander our city's only opportunity to have the Milum Textile Services' be an exemplary adaptive reuse redevelopment that showcases our unique heritage and character and a benefit to the community.

I respectfully request the Historic Preservation Commission take action and initiate the Historic Preservation Overlay on the total property. I am dismayed that historic buildings in Phoenix are

Harder Development
2323 N Central Ave. Ste 801 Phoenix, AZ 85004

info@harderdevelopment.com ● www.harderdevelopment.com

routinely threatened by demolition versus adaptively reused and incorporated into new developments.

As the National Trust for Historic Preservation has argued for decades, adaptive reuse should be the default, and demolition as a last resort. When sufficient time and consideration are not given to our city's diminishing inventory of historic properties, we lose our opportunity to achieve the city our leaders envision: vibrant, diverse, innovative, and prosperous. We achieve that vision through thoughtful planning where historic preservation and its many subsequent benefits are considered at every step.

Please allow this property to remain intact and adaptively reused so that future generations of Phoenicians can enjoy and benefit from it. Ideally, the overlay determination will provide the needed time and enable the HP office, and perhaps, the CED department to work with the property owner to evaluate a preservation option and possible incentives for the buildings to be preserved.

Please contact me if you have any questions. I would be happy to address them.

Thank you for your consideration, service to our community, and all you do to protect Phoenix's heritage.

Yours sincerely,

Ashley Harder

Ashley Harder
Principal
Harder Development

Cc: Mayor Kate Gallego
Vice Mayor Yassamin Ansari

DRAFT

Harder Development

2323 N Central Ave. Ste 801 Phoenix, AZ 85004

info@harderdevelopment.com ● www.harderdevelopment.com

January 8, 2024

Re: Request to uphold decision regarding Milum Textile Building Protection and Preservation.

Historic Preservation Commissioners:

I am writing on behalf of Downtown Voices Coalition to support upholding the decision of the Historic Preservation Hearing Officer in the matter of the Milum Textile Services Building (item 6 on your agenda) at 333 & 337 N 7th Ave (parcels: 111-41-029 and 111-41-024C).

Simply put, the facts do not support a finding of economic hardship for this property, which has been demonstrated to be in good condition and quite marketable- largely because of its historic nature. Not long ago, this site was the subject of very serious negotiation by an interested party who wanted to purchase the property and incorporate its historic features into the project; in fact, the "jewel" of the proposed project was the historic structure. Additionally, we understand there was serious consideration by City policymakers to support such a decision with available historic preservation tools.

These discussions and reviews brought to light the functional and adaptable condition of the building, its historical significance and the possibility for a profitable future. Failure to diligently solicit and retain tenants or new users for this property would not be a cause of economic hardship, nor would the willful acts to reject offers of purchase in order to seek a total demolition of the building.

For these reasons, we urge you to uphold the decision. Thank you for the opportunity to provide our input.

Sincerely yours,

Andie Abkarian
Steering Committee Chair
Downtown Voices Coalition

cc:
Steering Committee Members, Downtown Voices Coalition
Helena Ruter, Historic Preserve Officer, City of Phoenix
Mayor Gallego, City of Phoenix
Councilwoman Ansari, City of Phoenix
Chris Mackay, Community & Economic Development Department

Kevin Weight

From: robertdyerbelair@aol.com
Sent: Tuesday, January 9, 2024 10:20 AM
To: Kevin Weight
Subject: Milum
Attachments: 44 E. Hoover St..JPG; Aunt Elsie's House 2309 N. Central Ave Phoenix.jpg; scoville house living room by blaine drake.jpg

Dear Mr. Weight, I just read of the Milum Textile buildings, they're special and I applaud the city's attempt to save them. Much has been lost even in the past decade; two Blaine Drake houses in Bartlett Estates, one the Scoville house, the round bank building/Washburn piano store formerly located on E. Camelback at N. 20th St. The older homes in Phoenix Country Club have been restored to death, they're unrecognizable. The home of Barry Goldwater's parents was pure Art Deco with a two story glass block staircase, removed during restoration. Most of the lovely old homes in Biltmore Estates are gone, too.
My grandparent's lovely home remains on E. Hoover Street between Central & 3rd Streets, I've attached a pic below however the landscaping has changed. The second pic is another Collins family home on Central at Hoover, now part of the Heard parking lot. That house uninteresting however I show it to make a point. Fortunately Hoover and Alvarado remain lovely and for the most part well maintained, but much is lost. Thank you for your efforts.
My extended family, the Dyer, Entz, Collins families are now in their seventh generation in this town. I confess my heart remains an Angeleno, I was involved in many historic efforts in Los Angeles, for some decades was my home. Keep up the good work!

Robert Dyer


44



From: Preserve PHX
To: Helana Ruter; Council District 7 PCC
Subject: Fwd:
Date: Thursday, February 8, 2024 1:55:13 PM

Hello,

Please see the letter below from a concerned citizen supporting the preservation of the Milum Textile property in south Roosevelt.

Thank you,



PreservePHX.org [preservephx.org] | Facebook [facebook.com] | Instagram [instagram.com]

---------- Forwarded message ---------
From: **viki reed** <vikthechik@gmail.com>
Date: Wed, Feb 7, 2024 at 2:38 PM
Subject:
To: <hello@preservephx.org>

Please preserve the Milum Textiles Building in Phoenix and keep it from being demolished. It is a part of Phoenix's history we need reminders of our Arizona roots.

A concerned citizen

Helana Ruter
City of Phoenix
helana.ruter@phoenix.gov

February 9, 2024

RE: Milum Textile Services Building

Dear Helana Ruter,

I am writing this letter of support as the president of the Phoenix Art Deco Society, a 501(c)3 non-profit organization. Our mission is to create experiences for the public and our members that encourage the preservation, education, and celebration of Art Deco in Phoenix and around the world and I believe that investing in the protection of our historic buildings is a large part of that mission.

In the special case of Milum Textile Services, this property provides an example of Streamline Moderne architecture of the 1930s and its lamella roof holds incredible value. Such a unique piece of art should be preserved.

Because of this, I would like to formally voice my support in protecting the Milum Textile Services property from demolition. These buildings serve a greater purpose than as structures alone. They are part of the rich and integral history of my hometown, Phoenix, AZ.

As a native, I found it easy to be detached from our Phoenix history. It seems common for individuals to drive by buildings and landmarks without questioning their origin - and this is in part because of the increasing number of historic property demolitions. Saving these properties saves the connection to our past and cultivates a sense of pride, understanding, and community in a city - something that Phoenix should value. Without this connection to our past and what defines our culture as Phoenicians, a city cannot truly flourish.
Once these historic buildings are demolished, they will be gone forever, and with it, some of our history.

Sincerely,
Erin Ross Lindsey
President, Phoenix Art Deco Society

CC:
Mayor Kate Gallego
Councilmember Yassamin Ansari

From: Preserve PHX
To: Helana Ruter; Council District 7 PCC
Subject: Fwd: Preserving Milum Textiles
Date: Friday, February 9, 2024 2:41:37 PM

Hello,

Please see the letter below from Heather Ross supporting the preservation of the Milum Textile property in south Roosevelt.

Thank you,



PreservePHX.org [preservephx.org] | Facebook [facebook.com] | Instagram [instagram.com]

---------- Forwarded message ---------
From: **Heather Ross** <rossheather@cox.net>
Date: Fri, Feb 9, 2024 at 12:39 PM
Subject: Preserving Milum Textiles
To: <hello@preservephx.org>

This email is in support of preserving the historic Milum Textiles buildings. Please do not allow these to be demolished!

We need to hold on to our history and architecture and do our best to protect these buildings and find ways to repurpose and reuse them.

Thank you,

Heather Ross

From:	Preserve PHX
To:	Mayor Gallego; Yassamin Ansari; Council District 7 PCC; Helana Ruter
Cc:	Christine Mackay; Joshua Bednarek
Subject:	Urgent: Economic Hardship Hearing - Milum Textile - Agenda Item #79
Date:	Wednesday, February 21, 2024 7:59:17 AM
Attachments:	Economic Hardship Hearing_Milum Textile Buildings_Preserve Phoenix.pdf

Dear Mayor Gallego,

I hope this message finds you well. I am writing on behalf of Preserve Phoenix to express our strong support for the Historic Preservation Commission's initiation of the Historic Preservation Overlay to the Milum Textile Buildings. Our organization fully endorses the commission's efforts to apply a Historic Preservation Overlay to the buildings in question, recognizing its profound eligibility for comprehensive historic preservation. This includes accessing all federal and city incentives available to properties of significant historical value.

We are, however, deeply concerned about the apparent oversight regarding the environmental hazards associated with the buildings. It is our understanding that these issues have not been adequately verified by the city. Not only would demolition fail to address these environmental concerns, but it could also significantly worsen them, posing a greater risk to our community's well-being.

We urge the City Council to consider the irreversible impact of demolition on our city's heritage and the environment. Preserving these buildings not only honors our shared history but also aligns with sustainable development practices that benefit our city in the long term.

Regarding the economic hardship hearing on today's City Council Meeting Agenda #79 it is our understanding that the owners were engaged in an agreement with a buyer until the summer of 2023, a buyer who was actively collaborating with the city on the adaptive reuse of the buildings to revitalize the property and provide community benefits that the community was enthusiastically receptive too. It is our hope that the Milum family will work in good faith with all buyers interested in redeveloping the property and be patient with the standard process of a substantial commercial real estate transaction.

Thank you for your attention to this critical matter. We look forward to your support in safeguarding our city's historic treasures and ensuring a thorough evaluation of the environmental implications involved. Our letter is attached for your consideration.

Best regards,

Ashley Harder

PreservePHX.org [preservephx.org] | Facebook [facebook.com] | Instagram [instagram.com]

February 20, 2024

The Honorable Kate Gallego
Mayor, City of Phoenix
200 W. Washington St.
Phoenix, AZ 85003

Re: Economic Hardship Hearing, Milum Textile Buildings

Dear Mayor Gallego:

The Historic Preservation Commission has correctly moved forward with initiation of the two prominent buildings at the Milum Industries complex on North 7th Avenue to the Phoenix Historic Property Register. We note that the justification for the designation is based on their significance as representative of the Art Deco/Streamline Moderne design and the history of the Milum business as a long-standing industrial enterprise in Phoenix. Both factors are in conformance with Criteria A and C of the Phoenix Historic Property Register. While the owners may present concerns over the condition of the structures and their roof design, there is no substantive evidence on the record of specific deterioration or structural deficiency specific to the Milum buildings.

The owners are making an application for demolition under the guise of economic hardship. While we understand their financial concerns and the burden they may be under, the Milum complex was under active consideration for redevelopment by a developer working with the City until the summer of 2023. The owner has stated in prior hearings there are no longer any environmental/contamination issues with the site. That is hard to confirm, but such clearance should be a matter for verification before the City takes any action that would facilitate demolition. Any soil contamination issues would not go away if the buildings were to be demolished.

The demolition application pertains to the two primary buildings on the north portion of the site that are viable candidates for rehabilitation. Both buildings would be potentially eligible to be funded by an interested applicant under various City funding programs related to historic preservation or thoughtful downtown development, especially now that the buildings have been formally initiated for formal historic designation. From the perspective of Preserve Phoenix, it is our position that in 2024, historic

buildings offer more latent potential and economic value to a site as a development asset compared to demolition and clearance for more vacant land.

We hope that you and Members of Council will deny the request for demolition based on economic hardship and allow the two buildings on the northern portion to remain standing so all parties can once again seek positive future development on the Milum site and our downtown's 7th Avenue corridor.

Sincerely,



Roger A. Brevoort
Chair, Advocacy Committee
Preserve Phoenix

Grand Avenue Arts & Preservation
1301 Grand Avenue #8
Phoenix, AZ 85007
602.391.4016

February 20, 2024

Councilmember Yassamin Ansari
City of Phoenix
200 W. Washington St.
Phoenix, AZ 85003

Dear Councilmember Ansari:

Grand Avenue Arts and Preservation requests that Mayor and Councilmembers support the City of Phoenix Historic Preservation Office's request for a historic overlay on several key buildings at the Phoenix Laundry and Dry Cleaning site (now known as Milum Textile Services).

A tour of the historic buildings at this site (2 with beautiful lamella truss roof structures) were a highlight over the years on the Grand Avenue Festival's "Under the Vintage Roof Tours". The public was honored to be able to enter the site to view the unique architectural lamella roof construction as well as other notable historic building features, and were fascinated by the intriguing history of the site. The main buildings at the site are truly some of the most beautiful warehouse buildings in the State of Arizona.

Adaptive re-use projects have proven finacially viable in many cities, Phoenix being one, creating a unique sense of place and quality of life to the built environment. The distinction of adaptive reuse projects not only lift us out of the mundane, but become active and exciting destinations for locals, out-of-town visitors, and future residents.

Sincerely,

Beatrice Moore, Director (via electronic signature)

CC: Mayor Kate Gallegos and Councilmembers: Betty Guardado; Kesha Hodge Washington; Ann O'Brien; Laura Pastor; Kevin Robinson; Debra Stark; Jim Waring; Helana Ruter, City of Phoenix Preservation Officer; Ashley Harder, Preserve Phoenix; GG George, Phoenix Historic Neighborhoods Coalition; James McPherson, Arizona Preservation Foundation; Bob Graham, Grand Avenue Members Assoc.

RE: Milum Textile Services Building

March 5, 2024

Dear Anthony Grande and Helana Ruter,

I am writing this letter of support as the president of the Phoenix Art Deco Society, a 501(c)3 non-profit organization. Our mission is to create experiences for the public and our members that encourage the preservation, education, and celebration of Art Deco in Phoenix and around the world and I believe that investing in the protection of our historic buildings is a large part of that mission.

In the special case of Milum Textile Services, this property provides an example of Streamline Moderne architecture of the 1930s and its lamella roof holds incredible value. Such a unique piece of art should be preserved.

Because of this, I would like to formally voice my support in protecting the Milum Textile Services property from demolition and support the Historic Preservation Commission's recommendation to put a Historic Preservation Overlay on the Milum buildings and attest to the building's significance. These buildings serve a greater purpose than as structures alone. They are part of the rich and integral history of my hometown, Phoenix, AZ.

As a native, I found it easy to be detached from our Phoenix history. It seems common for individuals to drive by buildings and landmarks without questioning their origin - and this is in part because of the increasing number of historic property demolitions. Saving these properties saves the connection to our past and cultivates a sense of pride, understanding, and community in a city - something that Phoenix should value. Without this connection to our past and what defines our culture as Phoenicians, a city cannot truly flourish.

Once these historic buildings are demolished, they will be gone forever, and with it, some of our history.

Sincerely,
Erin Ross Lindsey
President, Phoenix Art Deco Society

CC:
Mayor Kate Gallego,
Council Member Yassamin Ansari
Preserve PHX

Kevin Weight

From: marilyn milum <marilynmilum@yahoo.com>
Sent: Wednesday, December 6, 2023 7:03 AM
To: Kevin Weight; Helana Ruter
Subject: Fw: 333 N 7th Ave.

Hi Kevin,
The letter below is from one of our brokers we have been using for the last few years representing the property at 333 N 7th Ave.
Please include this for our file concerning the hardship meeting. Thank you.
Sincerely,
Marilyn Milum

Sent from Yahoo Mail for iPhone [mail.onelink.me]

Begin forwarded message:

On Tuesday, December 5, 2023, 1:25 PM, Justin Horwitz <justin.horwitz@svn.com> wrote:

> Craig/Marilyn,
> Please let this email serve as my insight on the value of the property and particularly how the value has been impacted by the existing structures over the course of 3+ years of attempting to sell your property. Generally speaking, the majority of developers that are willing to pay market pricing for development property are not structured for nor interested in pursuing sites that require historic preservation as part of a planned development. We are finding that most of the development community is interested solely in the land so that they can more freely plan a development with a clearer path to entitlements. We are currently asking $9.2mm for the 2.39 AC site. That is ±$88 PSF on land value which I believe is right in line with the market and I do believe the site would have sold long ago if it weren't for the complexities created by the push for historic preservation. It's hard to specifically gauge how much loss in value will occur if a developer is to incorporate these structures, but at this moment and certainly for the foreseeable future, we are finding that there is not any interested parties at any price.
>
> **Justin Horwitz, SIOR** | Senior Advisor
> **SVN Desert Commercial Advisors | AZ O/I CRE Sales Team**
> 5343 N. 16th St., Suite 100 | Phoenix, AZ 85016
> Phone 480.425.5518 | Mobile 480.220.2674
> justin.horwitz@svn.com | www.svndesertcommercial.com [svndesertcommercial.com]
> AZ O/I LinkedIn [linkedin.com]
>
> All SVN® Offices Independently Owned and Operated.

Kevin Weight

From: marilyn milum <marilynmilum@yahoo.com>
Sent: Thursday, December 7, 2023 10:30 AM
To: Kevin Weight; Helana Ruter
Subject: Another break-in

The police were there again this morning.
Homeless people sleeping in the building.
More wasted resources of Phoenix PD
The police have to clear the property each time and make sure no one is inside, that is a big job. And a dangerous job.
Swat units, canine units and the use of many officers was not meant to be used in this way.
Marilyn

Sent from Yahoo Mail for iPhone [mail.onelink.me]

Kevin Weight

From: marilyn milum <marilynmilum@yahoo.com>
Sent: Wednesday, December 6, 2023 11:14 PM
To: Kevin Weight; Helana Ruter
Subject: Fw: 333 N 7th Ave.

Hi Kevin,
Please add this letter of opinion from one of the primary brokers who has had it listed since 2019.
Than you,
Marilyn Milum

Sent from Yahoo Mail for iPhone [mail.onelink.me]

Begin forwarded message:

On Wednesday, December 6, 2023, 9:35 PM, Paul Borgesen <paul.borgesen@transwestern.com> wrote:

Marilyn,

It is my opinion that potential HP restrictions have kept multiple groups from making an offer on the property as it is not financially feasible to bring the current structure up to code as well as incorporate it into a new development. Most developers are not willing to take on the city or HP try and deal with this potential hurdle. Most groups hear that there may be an interest in the property from HP and that is the end of the conversation about the project. The property is zoned to allow apartments and is surrounded by new apartment development and this in my opinion would be the highest and best use for the land this would also bring you as the seller the highest value.

Paul Borgesen, SIOR
Senior Vice President

Capital Markets | Investment Sales

TRANSWESTERN
2501 E. Camelback Rd, Suite 1

Phoenix, Arizona 85016

Direct: 602.296.6377

Cell: 602.214.9033

transwestern.com [transwestern.com]

From: marilyn milum <marilynmilum@yahoo.com>
Sent: Tuesday, December 5, 2023 1:44 PM
To: Paul Borgesen <paul.borgesen@transwestern.com>
Subject: Fw: 333 N 7th Ave.

Hi Paul ,

Please write us a similar letter and also state we missed that window of opportunities where Justin also told me earlier there may have well been multiple bidders , bidding war if HP buildings did not need to stay and interests rates and building rates were lower , etc

Thank you 🙏

P S this is being used in our hardship hearing and they wanted a statement of this sort for

An argument in addition to what you had provided previously.

Sent from Yahoo Mail for iPhone [mail.onelink.me]

Begin forwarded message:

On Tuesday, December 5, 2023, 1:25 PM, Justin Horwitz <justin.horwitz@svn.com> wrote:

> Craig/Marilyn,
> Please let this email serve as my insight on the value of the property and particularly how the value has been impacted by the existing structures over the course of 3+ years of attempting to sell your property. Generally speaking, the majority of developers that are willing to pay market pricing for development property are not structured for nor interested in pursuing sites that require historic preservation as part of a planned development. We are finding that most of the development community is interested solely in the land so that they can more freely plan a development with a clearer path to entitlements. We are currently asking $9.2mm for the 2.39 AC site. That is ±$88 PSF on land value which I believe is right in line with the market and I do believe the site would have sold long ago if it weren't for the complexities created by the push for historic preservation. It's hard to specifically gauge how much loss in value will occur if a developer is to incorporate these structures, but at this moment and certainly for the foreseeable future, we are finding that there is not any interested parties at any price.
>
> **Justin Horwitz, SIOR** | Senior Advisor
> **SVN Desert Commercial Advisors | AZ O/I CRE Sales Team**

5343 N. 16th St., Suite 100 | Phoenix, AZ 85016
Phone 480.425.5518 | Mobile 480.220.2674
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Kevin Weight

From: marilyn milum <marilynmilum@yahoo.com>
Sent: Thursday, December 7, 2023 1:26 AM
To: Kevin Weight; Helana Ruter
Subject: 333 N 7th ave

Kevin,
You may wonder why two different brokers letters.
The two brokers have been working since 2019 on trying to sell our property on &th ave.
Justin is still at SVN and Paul has chosen to change companies but they are still co-listing since the two had it listed at the one compant when they were associates.
You are possibly wondering why I am up so late my husband just left to check on the property on 7th since we are have had tresspassers coming in at night sleepng, and making messes,very hazadous.
After multiple breakends we secured the building further and he needs to check if the barriers we used are working or weather they are down, meaning they got in again.
Marilyn

Kevin Weight

From: marilyn milum <marilynmilum@yahoo.com>
Sent: Thursday, December 7, 2023 9:08 PM
To: Kevin Weight; Helana Ruter; marilyn milum
Subject: Invoice for one year

Please note that this is just for one year in which we extended it it for as long as we were under contract with the developer which was in the purchase agreement.
We have a different carrier now and at this moment I cannot locate our invoice.

Kevin Weight

From: marilyn milum <marilynmilum@yahoo.com>
Sent: Thursday, December 7, 2023 9:15 PM
To: Kevin Weight; Helana Ruter
Subject: insurance and taxes

I have been trying to download our tax amounts we have paid for the last two years. The site has been down.
It is public knowledge so I will say when I looked up a few days ago it was a little over $40,000.00 and has been that amout approx., for the last two years.

Burns & Wilcox

150 Burns & Wilcox Center
14631 N. Scottsdale Road
Scottsdale, AZ 85254

Insurance Quote

Date:	Monday, June 13, 2022
Agency:	NEATE DUPEY INSURANCE GROUP
Attn:	ANDY DUPEY
Insured:	MILUM TEXTILE SERVICES, INC
Application / Policy:	APP80562253

We are pleased to submit our **QUOTE** for the above captioned insured. Please review this **QUOTE** carefully as coverage offered may be **DIFFERENT** than the coverage requested.

Proposed Policy Period:	6/14/2022 - 6/14/2023
Insurance Carrier:	MT VERNON SPECIALTY INSURANCE COMPANY
Line of Business:	PACKAGE

Price Breakout:	
Premium:	$ 16,687.00
Carrier Policy Fee:	
Carrier Inspection Fee:	
Brokerage Fee:	$ 1,700.00
State Tax:	$ 551.61
Stamping Fee:	$ 36.77
Total Due:	**$ 18,975.38**

Agency Commission: 15.00%

Additional Subjectivities Required for Binding:

**FEES ARE FULLY EARNED

*BROKER FEE WILL BE ADDED TO ANY A/P ENDORSEMENT OR AUDIT

We appreciate the opportunity and look forward from hearing from you. Please call or e-mail us if you have any questions.

Melinda Lampson
Burns & Wilcox

Sent from Yahoo Mail for iPhone [mail.onelink.me]

Kevin Weight

From: marilyn milum <marilynmilum@yahoo.com>
Sent: Thursday, December 7, 2023 11:11 PM
To: Kevin Weight; Helana Ruter
Subject: comments about 333N 7th ave

To:marilyn milum
Thu, Dec 7 at 11:06 PM
Kevin,

Please include this in the files. Thank you.

In case you are wondering why there are two different companies with our brokers, Justin and Paul were associates at the same firm before Paul went to work for a different firm. Both of these gentlemen have worked very hard to represent us and are still working on the listing. They have reported to us during the last several years their obstacles in selling our property that have been mainly the "Historical Preservation" ("HP") problem we have with the City that prevents successful sales efforts. Non one wants to buy such a property, which has been confirmed repeatedly by our brokers' many sales contacts.

Both have told us repeatedly that buyers are not interested in dealing with HP. We have also have had extensive feedback that it would be cost prohibitive to even try to save these structures.

We can no longer maintain them. It has caused a huge burden financially on us not to mention what is has done to us mentally and physically and our quality of life. We are septuagenarians that want to retire and the property is our retirement fund. My husband is ill and this is not equitable for us to bear the burden and expense of this property. It has been debilitating. We can no longer deal with these costs after four years of determined sales efforts. To impose such a mandate on two individuals is criminal or at least unconstitutional. We feel like someone has stolen our property and we have to bear the burden of paying a ransom for it as well as in the interim maintaining the property for the thieves.

Property taxes, Insurance, utilities, and to maintain such as broken windows, kicked in doors, trash, feces, graffiti, and our precious time.

Prop 207 was a clear indication that the citizens in Arizona do not want this abuse by government officials.

I hate to be so blunt, but that is now how we are feeling . We have earnestly tried to work with the City, we are in the fifth year of this tyrany and we are tired of all the red tape and emotional, physical, financial abuse we have been dealt by the city and it is truly time for the City to release this terrible burden. We feel the City has gone too far.

We are asking for fairness and justice. We also think there are political schemes behind this to stop more contemporary development rather than just to save a "priceless" building. There is no significant historic value to preserve, it is simply a manipulation and political effort by primarily a very small number of people who want to limit the density.

We have been damaged. These are dilapidated buildings that have outlived their use.

We believe this mandate has enough severe impact to our rights that it warrants compensation. The whole idea of "historic" is so subjective. The City should bear the cost and pay for it if they want a museum.
Instead the City wants to give rich developers, taxpayers money at their whim and when the taxpayer will probably never see the inside of these buildings they want to keep. I s that fair and equitable?
The City is on record telling us over and over do not pursue a demo permit , it will be turned down and told us they would not let the buildings go.

These are decaying buildings that need to be torn down for useful housing.

Since it has gotten cold now, the homeless are trespassing causing the SWAT teams, the canine teams and multiple officers (a dozen or more, yesterday), more today. Every time a break in occurs, we call the police they have to search the property and clear it. What a horrible use of our police resources. This is inviting criminal activity downtown. These officers could lose their lives going into the dilapidated buildings to search nooks and corners, closets, all room by room. These intruders are scared inside the building and could react with violence towards our City's finest.

Our freedom has been taken from us.

All of this has occurred because a very small number of people have a whim for saving these junky, old buildings with no modern times commercial, viable use.

Please help resolve these serious matters in the near future well before October by when these issues would be five years with out resolution.

A solution will also help our efforts to sell the property which has been substantially slowed by other substantially more complex matters than HP considerations for a building that does not seem to meet any realistic HP concerns compared to other HP properties.

We have reviewed the check lists requested and feel like most of these requests i.e., getting itemized construction costs to restore the 100 year old property are burdensome and are not applicable to the site. We never plan on using the property for another commercial laundry and to get an itemized costs would be so expensive and unrealistic it assumed these request would be for much smaller projects. To do what you are requesting would be a hardship and speaking with a contractor undoable.

It would be 10's of thousands of dollars and a waste of the contractors time and ours.

The contractors would not take us seriously.

Thank you.

Sincerely,

Marilyn Milum

Kevin Weight

From: marilyn milum <marilynmilum@yahoo.com>
Sent: Friday, December 8, 2023 8:50 AM
To: Kevin Weight; Helana Ruter
Subject: Property Taxes, Utilities, maintanence , insurance

Good morning Kevin,

TO add to file please
WE have calclated between $ in excess of 100,000 a year saving the property for PHOENIX

Multiple insurance companies turned us down for insuranc

Insuring an empty building is risky and to keeping this place up is simply unsastainable for us

In the last couple of weeks we have turned off utilities

Aps we beleive has left one meter on by mistake.

We need to call them to turn off the last meter

METROWEST DAILY NEWS

NEWS

Historic riding ring collapses in Ashland

Rob Haneisen/Daily News staff

Published 11:01 p.m. ET Jan. 29, 2011 | **Updated 1:50 a.m. ET Jan. 30, 2011**

A massive outdoor riding ring, one of only four of its kind in the country and a local historic landmark, collapsed yesterday afternoon after years of decay and weighed down by several feet of recent snow.

The building off Olive Street was brought to the site in 1975 by Bill Sibson, 59, who disassembled the 60- by 120-foot building at the old Waseeka Farm on Chestnut Street with the help of family and friends. In 1979, he put it back together at his mother's Gleanmoura Farm, which means Mary's Glen in Gaelic.

The building had rare German lamella roof architecture, which gave the appearance of criss-crossed arches 25 feet above the riding floor. That structure held the roof up without needing any poles or beams in the center of the floor, which made it a perfect riding ring for horse lessons.

The building was first constructed around 1920 as a birthday gift for a daughter in the Powers family at Waseeka Farm, Sibson said.

Elegant in appearance at the height of its use, what remained yesterday was a pancaked heap of timbers and boards.

"I was walking my dog, and I heard a loud crack, and I saw it collapse," said Rory Warren, who lives on Clinton Street in Hopkinton and was one of the people who helped Sibson assemble the ring decades ago. "It's in seven sections, and it just came down like dominoes."

Warren and Sibson said snow stacked on the roof was definitely the reason for yesterday's collapse around 2:15 p.m., although the structure was in rough shape and had already started to lean before this winter.

Ashland Fire Lt. David Iarussi said neighbors heard the collapse and called police and fire departments. No one was in or near the building when it fell, and a huge cloud of dust flew up.

"It's the loss of a historic structure," Iarussi said.

Warren recalled the intricacy of the diamond-patterned roof and the simplicity of its white pine-board design, which allowed for interchangeable parts.

"Now it's gone - just a pile of wood on the ground," Warren said.

When the family disassembled the old ring in 1975, every bolt, nut and shingle, plus the lamella planks, were stored in garages and barns - trucked over from Chestnut Street in the family station wagon - until they could be painstakingly put back together.

"We had to cat's-paw every nail out of it," Sibson said.

Sibson said he thinks the other three lamella buildings in the country were made into aircraft hangars.

"I knew that it was going to go ... but I didn't think it would crush so flat," Sibson said.

Sibson said he hopes the town will let him salvage some of the lamella boards this spring so he can one day build a small cabin with the historic pieces.

(Rob Haneisen can be reached at rhaneis@cnc.com or 508-626-3882.)

Kevin Weight

From: marilyn milum <marilynmilum@yahoo.com>
Sent: Thursday, December 21, 2023 12:30 AM
To: Helana Ruter; Kevin Weight
Subject: A little more complicated Lamella

https://www.google.com/gasearch?q=lamella%20roof%20collapses&tbm=&shem=rime&source=sh/x/gs/m2/5#fpstate=ive&vld=cid:2426b60c,vid:YsJqJKtrwlk,st:0 [google.com]

Sent from Yahoo Mail for iPhone [mail.onelink.me]

Kevin Weight

From: marilyn milum <marilynmilum@yahoo.com>
Sent: Thursday, December 21, 2023 12:40 AM
To: Helana Ruter; Kevin Weight
Subject: Complicated

Politically I'm not sure the Lamella enthusiast
Would be as supportive if they knew Zollinger was part of the Nazi party . Is the public going to be accepting of the Nazi link with the Nazi example of superior engineering…?
https://www.youtube.com/watch?v=YsJqJKtrwlk [youtube.com]

Sent from Yahoo Mail for iPhone [mail.onelink.me]

Kevin Weight

From: marilyn milum <marilynmilum@yahoo.com>
Sent: Thursday, December 28, 2023 3:48 PM
To: Helana Ruter; Kevin Weight
Subject: Roof collapse

Not sure if I sent this one

3:47

Whole House Water System
We fix bad water with great savings
Water Products Solutions
See More

ancy, so likely not too critical unless a whole series of these are breaking.

Is this in snow country? Maybe some unbalanced load caused flex failures.

LaminatedTimber (Materials) 22 Nov 19 16:07

Wooden lamella roofs were known for not handling unbalanced roof loadings and there were many, many failures and collapses. Some lamella roofs are doing fine. I know of at least five in Wisconsin that have been performing fine for 80 or so years. A school gym was built in Fargo, ND in the 1960s with solid wooden lamella and it collapse within months of completion. The guy who sat at my desk before me bid it as a glued laminated timber radial rib dome and when told it would go to lamella he "warned" the general contractor about problems. Hate to say "I told you so" but that's what happened. Luckily there were no injuries in the collapse.

I cannot help with your design and repair method.

Lamella is a real groovy looking type of material. The historical and iconic Brown Derby in LA has a lamella roof.

Andreas

McSEpllc (Structural) 24 Dec 19 00:18

The lamella roof was developed and patented by Friedrich Zollinger after WWI as a way to address the housing shortage (it uses about 46% of the lumber compared to the previous wood construction techniques used in Germany.

infolinks
Staples Business Advantage
FREE account. FREE unlimited users.
Sign up & save 20% >
BUSINESS IS HUMAN

eng-tips.com — Private

Sent from Yahoo Mail for iPhone [mail.onelink.me]

Justin Horwitz - SVN
Paul Borgesen - Transwestern
5343 N. 16th St. #100
Phoenix, AZ 85016

Helena Ruter
City of Phoenix Historic Preservation Officer
200 W. Washington St.
Phoenix, AZ 85003

Dear Ms. Ruter,

On behalf of Paul Borgesen, Senior Vice President with Transwestern, and myself, Justin Horwitz, Senior Advisor with SVN, please accept this letter in relation to the Milum Textile property located at 333 N 7th Ave, Phoenix, AZ 85007.

Paul and I are commercial real estate agents with substantial experience selling development properties particularly in Downtown Phoenix. In April 2020, we began actively listing the subject property for sale and to this point, we have been unsuccessful in solidifying a buyer for the property. Throughout the course of our listing, the subject property has received good interest from prospective buyers. However, following initial conversation with various zoning attorneys, the overwhelming majority of prospective buyers do not pursue the purchase of the property due to concerns over multiple City of Phoenix interests in historical preservation of several major structures. This has presented a number of challenges, but a few of the main issues are as follows:

1. The process is relatively more complex. Incorporating historical structures on any site adds multiple layers of processes to the design, planning, and zoning stages that eliminates a number of quality developers. The majority of developers we have presented the site to ultimately are not equipped to handle an abnormal development process or do not have an interest in taking on the risk given the amount of unpredictable expenses in the pre-development and construction phases. Simply put, our experience has been that most developers want a “cookie cutter” site that allows them to repeat their typical planning, zoning, design, and construction processes. This site does not allow for that with historical structures in place.
2. Historical structures in their current location dramatically hinder design capabilities and limit a developers ability to maximize density in its planned development. This directly impacts the ultimate price they are willing to pay for the property.
3. Retaining the structures creates liability that adds significant costs to a project making it infeasible. The existing structures are quite old and have had years of industrial wear and tear placed on them. Again placing more unpredictability and liability into a project than any prospective buyer has been willing to take on.
4. Items 1-3 listed above are primarily addressing the items of contention solely from a redevelopment perspective. We have also spent countless hours over these last few years attempting to identify end users that have an interest in retaining and using the existing structures. While we have had groups acknowledge the unique elements of the structures and have a vision for an end use, the estimated costs of renovations steer groups away from pursuing a purchase of the property. To be more specific, we had a licensed general contractor walk the property and while we could not get a specific bid, we were provided with a rough estimate upwards of $10MM to simply bring the building up to code. This was purely contemplating the

costs to bring the building up to current code (i.e. remove and replace the existing complex utility system, replace the electrical system, treat any asbestos due to the age of the structure, sure up the roof system that requires significant inspection to even understand its current condition, redesign and replace the entire HVAC system, and address general ADA items just to name a few). Again, this is only to bring the building to code in a “vanilla shell” condition and does not include the cost to customize the interior layout for an end user.

The main purpose of this letter is to attempt to identify how much the property is worth as raw land with all structures demolished as opposed to its value with various structures historically preserved. This proves to be a rather difficult task. While we have contemplated comparable sales for land sites in the immediate area (please see Exhibit “A” - Comparable Sales enclosed), it’s virtually impossible to identify a value for the property with structures in place. As mentioned above, in over three years of tireless efforts to find a buyer, we have come up empty handed. One could argue that there is no buyer in the foreseeable future for this property at any price given the significant cost of improvements due to the issues listed above. Alternatively, as it pertains to the potential value of the land with all structures demolished, we have identified seven comparable sites based on location, land size, and/or intended use for the property. The sales comparables range from $111 PSF to $316 PSF on land value only. The average of the seven comparable sales is $201 PSF. Relative to the subject property, one could argue that without any historically preserved structures, the land’s value is upwards of $21MM for the 2.39 AC of land. Our current asking price for the property is $9.2MM with no qualified parties pursuing at this price. We do however have a number of groups that have indicated a high level of interest in the property if the owner of the property can deliver the property with either a demo permit for the entirety of the site or with all structures fully demolished.

In closing and as mentioned above, without any prospective buyers to currently reference, it is difficult for Paul or I to determine the value of the property with historically preserved structures in place. However, it is safe to assume that the loss in value to the property would be significant relative to the comparable sales in the area.

Please feel free to reach out should you have any questions.

Sincerely,

Justin Horwitz

Paul Borgesen

Exhibit “A” - Comparable Sales

Site	Land Size	Sale Price/ Land PSF	Sale Date	Notes
520 S. 5th St. Phoenix, AZ 85004	2.56 AC	$17,300,000 $155 PSF	12/8/23	Existing parking lots; Covered land purchase.
840 N. Central Ave. Phoenix, AZ 85004	1.11 AC	$10,500,000 $217 PSF	12/8/23	Part of assemblage.
343 E. Lincoln St. Phoenix, AZ 85004	1.00 AC	$8,643,000 $198 PSF	10/2/23	Future use for Phoenix Suns/Mercury.
114 E. Portland St. Phoenix, AZ 85004	0.64 AC	$8,820,000 $316 PSF	2/2023	Future development site.
510 E. Lincoln St. Phoenix, AZ 85004	1.60 AC	$9,500,000 $136 PSF	1/5/23	Future development site.
601 N. Central Ave. Phoenix, AZ 85004	1.83 AC	$22,000,000 $275 PSF	3/2/22	Future development site.
362 N. 3rd Ave. Phoenix, AZ 85003	0.76 AC	$3,700,000 $111 PSF	12/29/21	Future development site
AVERAGES		**$201 PSF**		

Kevin Weight

From: marilyn milum <marilynmilum@yahoo.com>
Sent: Monday, January 8, 2024 2:22 PM
To: Kevin Weight; Helana Ruter
Subject: Important information

Please add this to our HP file and please make available to HP commission and city council members.

We feel like the city of Phoenix has not done their due diligence in insisting on keeping structures when they know virtually nothing about their safety.

This is very risky.
Sincerely,
Marilyn Milum

Sent from Yahoo Mail for iPhone [mail.onelink.me]

Kevin Weight

From: marilyn milum <marilynmilum@yahoo.com>
Sent: Monday, January 8, 2024 2:17 PM
To: Kevin Weight; Helana Ruter; Roger Strassburg
Subject: Sensitivity analysis of Kiewitt-Lamella reticulated domes due to member loss - ScienceDirect

https://urldefense.com/v3/__https://www.sciencedirect.com/science/article/abs/pii/S0143974X21004983__;!!LkjWUF49MRd51_ry!YS_y5Q2hnymJZQY8-OEQ-SbJlQ36tP5gb5x5whpMlF5Upyv_9NY1x9eMw_Z-NMfaAnWPo1FVyLmapJpS4ssrj66u9Lqs-Q$

Sent from my iPhone

ScienceDirect

Journal of Constructional Steel Research

Volume 188, January 2022, 107016

Sensitivity analysis of Kiewitt-Lamella reticulated domes due to member loss

Zubin Zhang, Ruiyi Gu, Haiqin Wang

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https://doi.org/10.1016/j.jcsr.2021.107016

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Abstract

In this paper, the sensitivity analysis of Kiewitt-Lamella (K-L) reticulated domes with different parameters is carried out. The sensitivity of the dome due to gradual and sudden member loss is analyzed in both static and dynamic aspects, which will clarify the distribution rule of the member sensitivity and provide a reference for future study on the K-L reticulated dome. The results show that the member sensitivity of the K-L reticulated dome with different design parameters has similar regularities. For the members in the same ring, the sensitivity of the latitudinal members is larger than that of the diagonal members. For the members in different rings, the sensitivity of the inner ring members is larger than that of the outer ring members. In addition, the static analysis shows that the latitudinal members closer to the radial members are more sensitive than those apart from the radial members, and the diagonal members paralleling to the radial members are more sensitive than the unparallel ones. The dynamic analysis shows that the K-L reticulated dome will experience a local internal force redistribution after a member's sudden loss and finally reach a stable equilibrium state on the new load transfer path without overall progressive collapse. According to the research results, a better scheme for strengthening the structure is proposed: increasing the cross-section of sensitive members is more effective in improving the structural stability than important components.

Introduction

The single-layer reticulated dome is usually used as the supporting structure for the roof of large cylindrical storage tanks in the petrochemical industry. With the development of the storage tank roof to a large span, the single-form reticulated dome used in realistic projects has been restricted. For example, a great many members of the Lamella reticulated dome are gathered at the apex, and the structure of the node is complicated, so some members must be properly removed, which changes the force transfer path and then adversely affects the overall structural strength. In addition, for the Kiewitt reticulated dome, the number of nodes in the outermost ring increases as the span increases, and the difficulty of construction also increases. Combining these two types of reticulated domes to form a Kiewitt-

Lamella (K-L for short) composite single-layer reticulated dome can effectively solve the above-mentioned problem for the large-span single reticulated dome [1,2].

At present, scholars worldwide have conducted many kinds of research on Kiewitt reticulated domes and Lamella reticulated domes, and there are also many studies on structure sensitivity. Gao *et al.* [3] discussed the problems of redundancy related to the Alternate path method, and the sensitivity of the Kiewitt single-layer reticulated dome was explored. Han *et al.* [4] evaluated the redundancy and progressive collapse performance of the large-span Lamella single-layer and double-layer domes based on the ultimate bearing capacities in both the original and damaged status. Sebastian [5] and Chen *et al.* [6] proposed the sensitivity index based on the internal force responses of members to identify sensitive members, which plays an important role in evaluating structural safety and reliability. However, the research on K-L reticulated domes needs to be strengthened, especially the sensitivity analysis of them. It plays an important role in determining the context of the system, optimizing algorithms, reliability evaluation of system performance, and structural redundancy research [7,8]. In fact, sensitivity analysis is a major prerequisite in the establishment of structural optimization, reliability evaluation, and parameter identification [9]. However, there are many members in single-layer reticulated shells, and the effects of different members on the elastoplastic stability of the structure are often different, and it has been proven that the failure of some critical members may lead to the progressive collapse of the space structure [[10], [11], [12]]. Therefore, the elastoplastic stability of the K-L reticulated dome on the member sensitivity is worth studying.

In realistic construction, collapse accidents of space structures have occurred around the world. For example, in 2004, due to the perforation of the ceiling in the terminal of the Charles de Lego Airport, the critical metal connecting members could not continue to bear the weight, and eventually collapsed. In 2014, South Korea continued to snow for many days, and the final snow load reached 0.9kN/m^2, which far exceeded the design load value. A space structure that does not consider this effect may collapse suddenly due to partial damage caused by the failure of a member without significant deformation in advance. If a member loses stability, it will inevitably affect other members connected to it. Therefore, the stability of a specific member cannot be analyzed in isolation, and the interaction of other members should be comprehensively considered and determined from the overall structural analysis [13]. Pandey et al. [8] proposed a redundancy assessment method based on sensitivity analysis. In this method, the response of the structure under design load is used as the research object, the member loss is used as the analysis parameter, and the member sensitivity and the structural redundancy are quantified theoretically with a numerical method. Subsequently, on this basis, the Japanese Society of Steel Construction considered the buckling of a single member, and made this redundancy assessment method further suitable for large-span space structures [14]. In recent years, Shekasheband et al. [15] divided the member loss into gradual and sudden loss, and carried out a numerical investigation into the static and dynamic response of tensegrity systems in the event of gradual and sudden member loss.

Therefore, in this paper, the sensitivity analysis of large-span reticulated dome due to member loss refers to the above method. One member is removed each time, and the static and dynamic response of the domes in the event of gradual or sudden member loss is investigated. The response and characteristics of the studied structures include the load-deflection response in static analysis and displacement-time history of the structures in the dynamic analyses. In addition, an effective measure for improving structural stability is discussed, which will provide a reference scheme for the designers.

Section snippets

Analysis model

Take one of the K-L reticulated domes as an example to illustrate the analysis model. As shown in Fig. 1(a), the span is 60m, the rise-to-span ratio is 1/4, the symmetrical sectors are 8, and the frequencies are 12 (Kiewitt: Lamella is 9:3).

For rings from the inside to the outside, they are marked as the first to the twelfth ring. Since the members are directly in contact with the top skin and need to bear the bending moment, it is appropriate to use I-beams but not steel circular pipes [16]. …

Sensitivity analyses of the K-L reticulated dome due to gradual member loss

A unique K-L reticulated dome can be determined when the span, the rise-to-span ratio, the number of rings, the symmetrical sectors, and the frequency ratio are determined. Currently, most of the large-span K-L reticulated domes are 12 rings. Therefore, the sensitivity analysis of the K-L reticulated dome with 12 rings is carried out, and both geometric and material nonlinearities analyses are performed to obtain the ultimate bearing capacity. Considering the influence of latitudinal members…

Sensitivity analyses of the K-L reticulated dome due to sudden member loss

The previous part discussed the static load-bearing capacity of the dome in the event of gradual member loss. Practically, when losing a member in the structure which is under load, energy stored in this member is released, and this induces a state of transient vibration in the structure. In order to compare the response of the damaged dome caused by the sudden member loss, this section introduces the results of the dynamic analysis. The K-L reticulated dome, which with 60m spans, 1/4…

Distribution and influence of sensitive members and important members

According to the previous analysis, the sensitivity of the members in different areas is different. In this paper, the sensitive member is defined as the member with a sensitivity larger than 5%, and the important member is defined as the member with a negative sensitivity. The important member loss can contain or block continuous structural damage. The sensitive members and the important members are shown in red and blue, respectively, as shown in Fig. 18.

It verifies that the sensitive members …

Conclusion and discussion

In this paper, a numerical investigation into the static and dynamic response of the K-L reticulated domes in the event of gradual and sudden member loss is carried out. The results of this study are used to obtain certain conclusions regarding the sensitivity of the K-L reticulated domes to member loss. In addition, the distribution of sensitive members and important members is distinguished, and a more economical structural reinforcement scheme is proposed and verified according to this rule, …

Funding

This research did not receive any specific grant from funding agencies in the public, commercial, or not-for-profit sectors.…

Declaration of Competing Interest

The authors declare that they have no known competing financial interests or personal relationships that could have appeared to influence the work reported in this paper.…

Recommended articles

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D.C. Li
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(2019)

J. Cai *et al.*
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2022, Applied Sciences (Switzerland)

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Fire Prevention & Protection

Reading A Building: More Roof Size-Up

When reading a building, do you include the roof in your size-up, and if so, what are you thinking about? To assist with this question, let's consider some important factors that are worthy of your consideration.

10.4.2004

By John W. Mittendorf

When reading a building, do you include the roof in your size-up, and if so, what are you thinking about? To assist with this question, let's consider some important factors that are worthy of your consideration. Obviously, some factors will be dependent on the type of roof construction in your particular area, however, West Coast roofs and East Coast roofs have a lot in common in both construction methods and styles.

Open Web Bar Joist

Open web bar joist (or metal deck) roofs are the commercial roof of choice in the Midwest and Eastern portions of the country and are primarily steel truss construction underneath a metal decking (Q decking). The metal decking is covered by built-up layers of insulation material, tar, and composition. As steel loses it's strength around 1,000 degrees, such roofs have a quick failure rate with minimal warning, and suppression personnel should be aware of these hazards. However, another more subtle hazard is that fire can propagate between

the metal base and the composition covering, enhancing the spread of fire with minimal visible warning signs.

Older Truss Roofs

These roofs are found anywhere in the country and on various types and sizes of commercial buildings primarily constructed during the 1800s until the 1950s – until the introduction of the flat roof with its numerous variations. The older truss roofs were normally constructed with a "large" size of wooden truss members, 1 x 6-inch sheathing as a roof base/covering, and can be found in numerous styles as follows:

Bridge Truss: This type is recognizable by it's characteristic sloping sides, ends, and flat top.

Gable Truss: This type is also identified by it's gable or peaked roof design.
Parallel Chord Truss: This roof looks similar to other types of flat roofs but can be found on older buildings and is constructed from a "large" size of truss members (compared to newer lightweight truss members).

Lamella: Although this roof can be similar in external appearance to other types of arch roofs, it is significantly different as it was constructed in an egg crate – geometric or diamond-patterned – design. This roof can be found on gymnasiums, recreational buildings, large supermarkets, etc.

Tied Truss: This arched roof uses metal tie rods to give lateral support to the walls of the building. Tie rods with turnbuckles are used below each arch member (as there is no bottom chord) to ensure that the arches do not push the exterior walls outward. With this mind, it is easy to see if fire exposes metal tie rods in this type of roof, a collapse of the building is more than a possibility. Hint: If you are ever inside a building and observe this type of roof construction, make a mental note for future reference as it may save your life!

Bowstring Truss: Most firefighters are familiar with the "bowstring truss" roof as numerous fire service writers have appropriately written on the hazards of this common roof. Interestingly, whether you are a firefighter on the East or West coast (or anywhere in between), you will likely have this roof in your municipality. It is constructed of "large-size" wooden members (Note: most wooden members used in these older truss roofs were "rough-cut" or full size lumber and used steel plates and bolts for connectors) with 1 x 6-inch sheathing roof decking. Multiple firefighter deaths attributed to this specific roof have cautioned firefighters to assume a defensive position if a working fire is encountered.

John W. Mittendorf joined the Los Angeles City (CA) Fire Department (LAFD) in 1963, rising to the rank of captain II, task force commander. In 1981, he was promoted to battalion chief and in the year following became the commander of the In-Service Training Section. In 1993, he retired from LAFD after 30 years of service. Mittendorf has been a member of the National Fire Protection Research Foundation on Engineered Lightweight Construction Technical Advisory Committee. He has provided training programs for the National Fire

Academy in Emmitsburg, Maryland; the University of California at Los Angeles; and the British Fire Academy at Morton-in-Marsh, England. He is a member of the editorial advisory board of Fire Engineering *and author of the books* Truck Company Operations *(Fire Engineering, 1998) and* Facing the Promotional Interview *(Fire Engineering, 2003).*

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A lot of the integrity is no longer there, not up to US safety standards.



roofs [1]. In 1925, the idea spread to America as well [3].

1.2 Previous Roof Failures

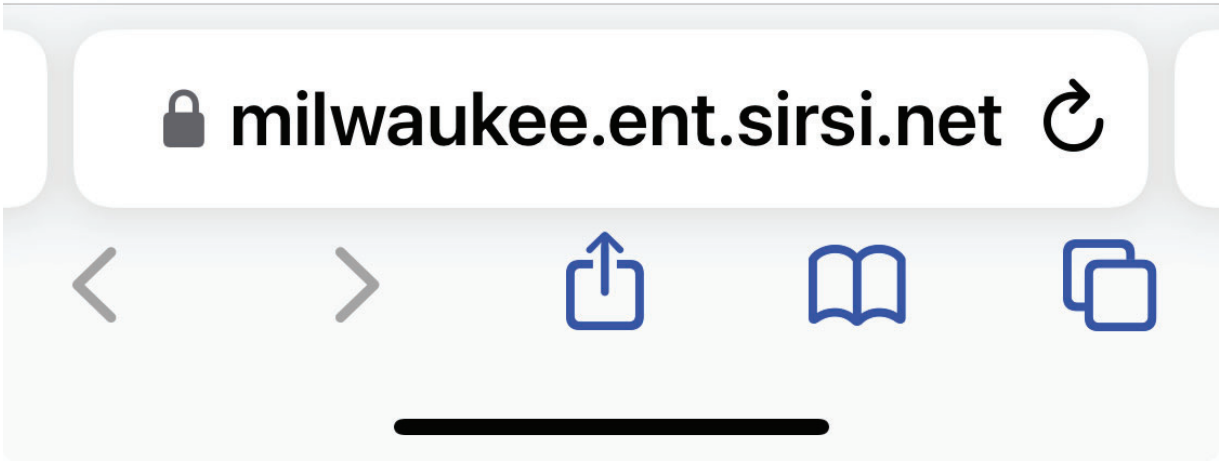
Due to the curve of the lamella roof, these structures are susceptible to failure from high wind loads. In 1926, hurricane winds caused the destruction of two lamella buildings in

Florida with one roof being torn off completely and deposited upside-down a few hundred feet away [1, 7].

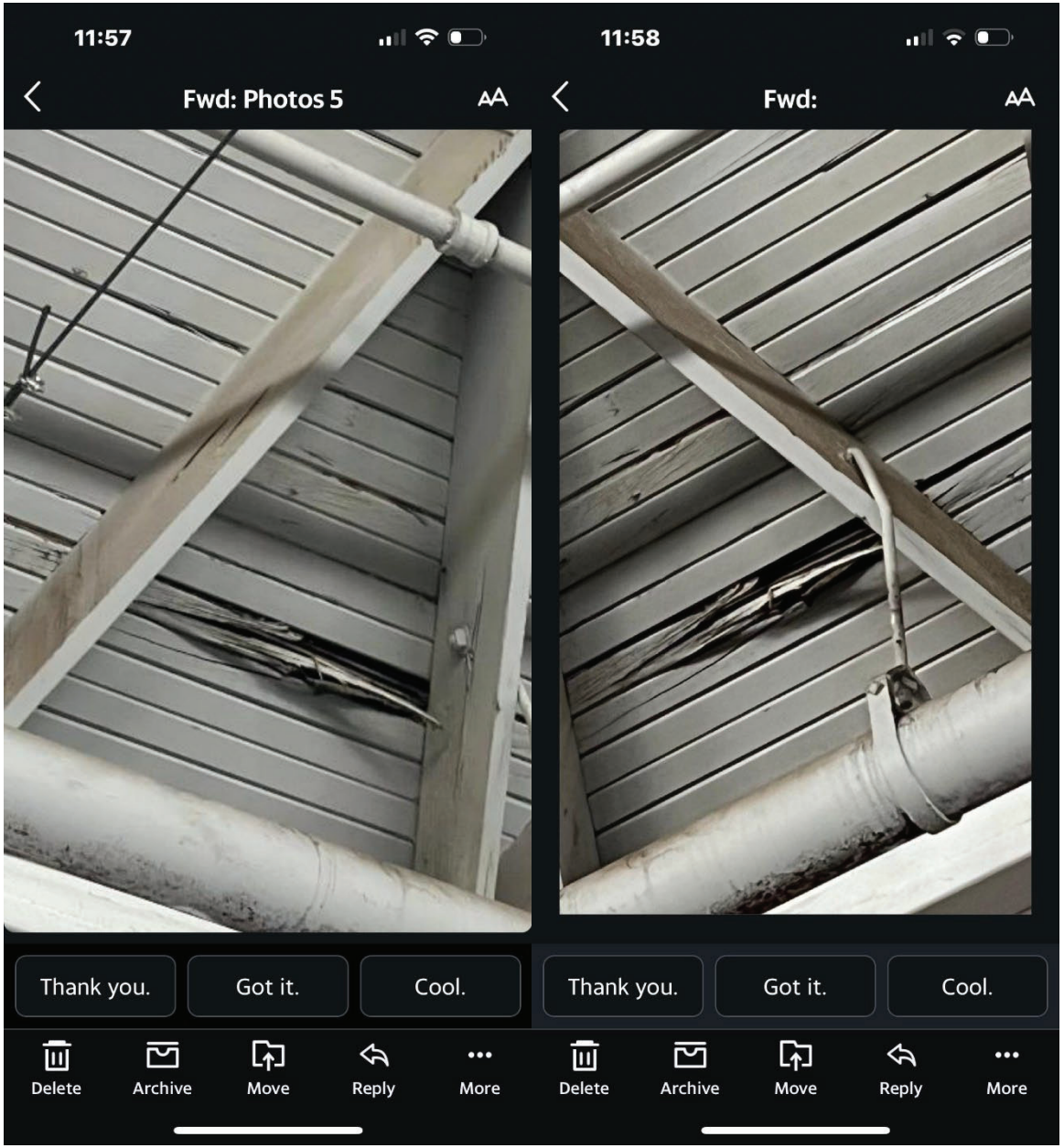
Lamella roof construction was principally in use from its introduction by Zollinger up until the 1940s, with construction mostly halted because of wind failures. Engineers at the time used a wind load of 10 psf on the vertical projection for normal wind areas and 37.5 psf for high-wind regions. The latter wind pressure correlated with a 130 mph wind speed, the highest measured in that era [1].

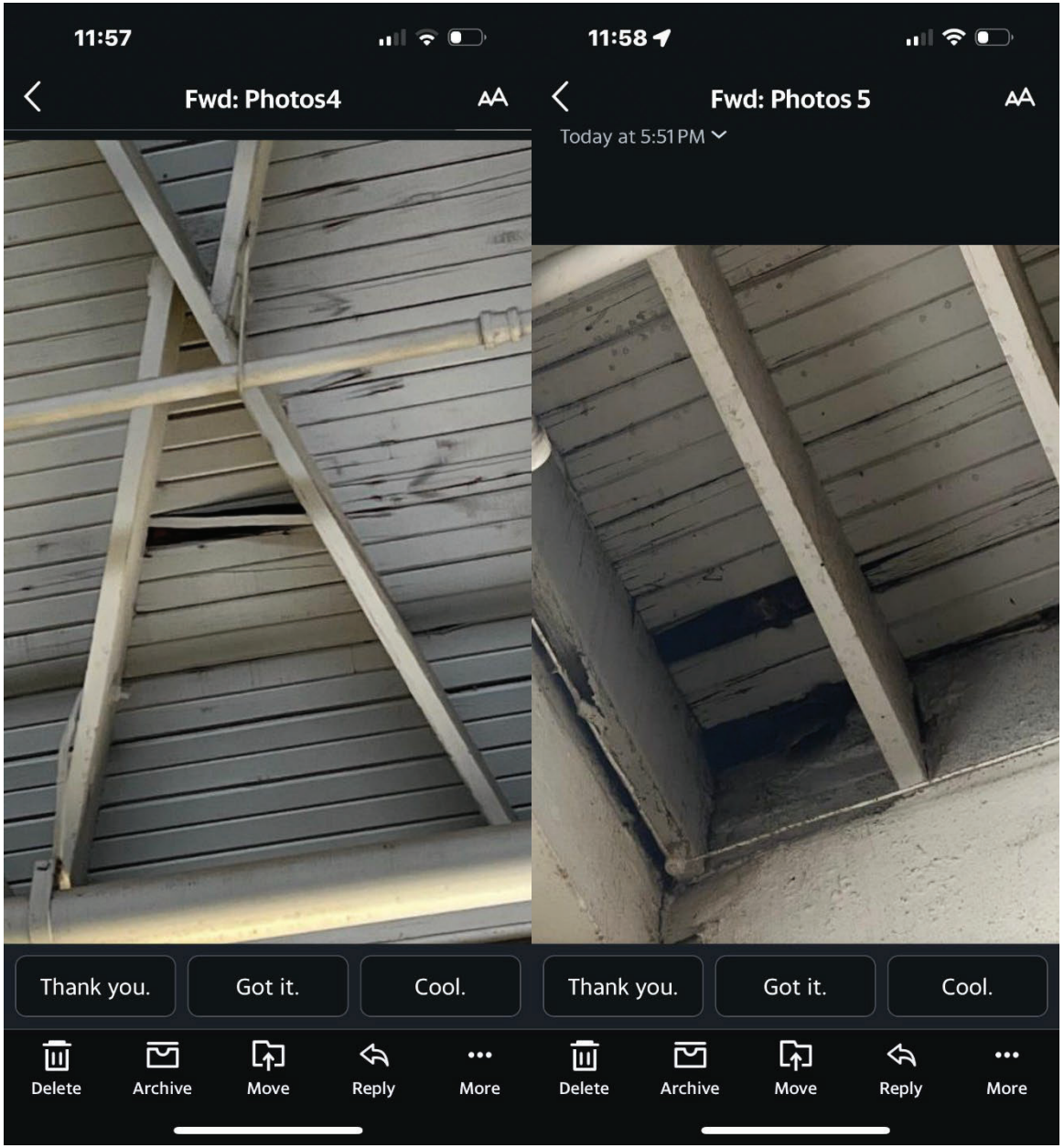
In modern times, the wind loads on a curved roof are better known thanks to modern wind tunnel testing and computer simulations. It is now known that wind flowing over a curved roof creates uplift (similar to an aircraft wing), not simply a uniform horizontal

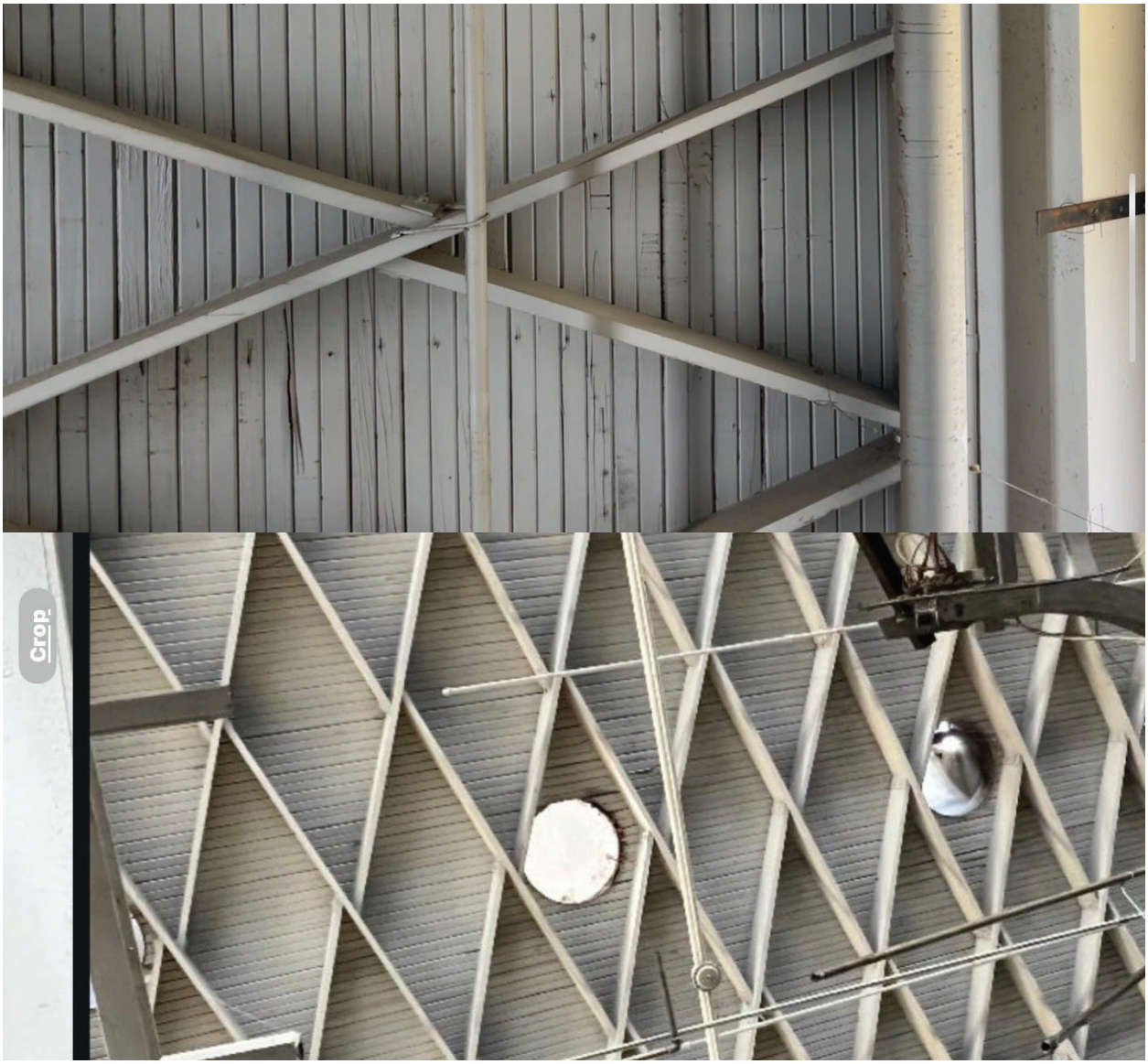
curved roof creates uplift (similar to an aircraft wing), not simply a uniform horizontal load on the vertical projection. This creates a very different loading condition than the horizontal load which could potentially explain the failures of some lamella roofs in the first half of the 1900s.



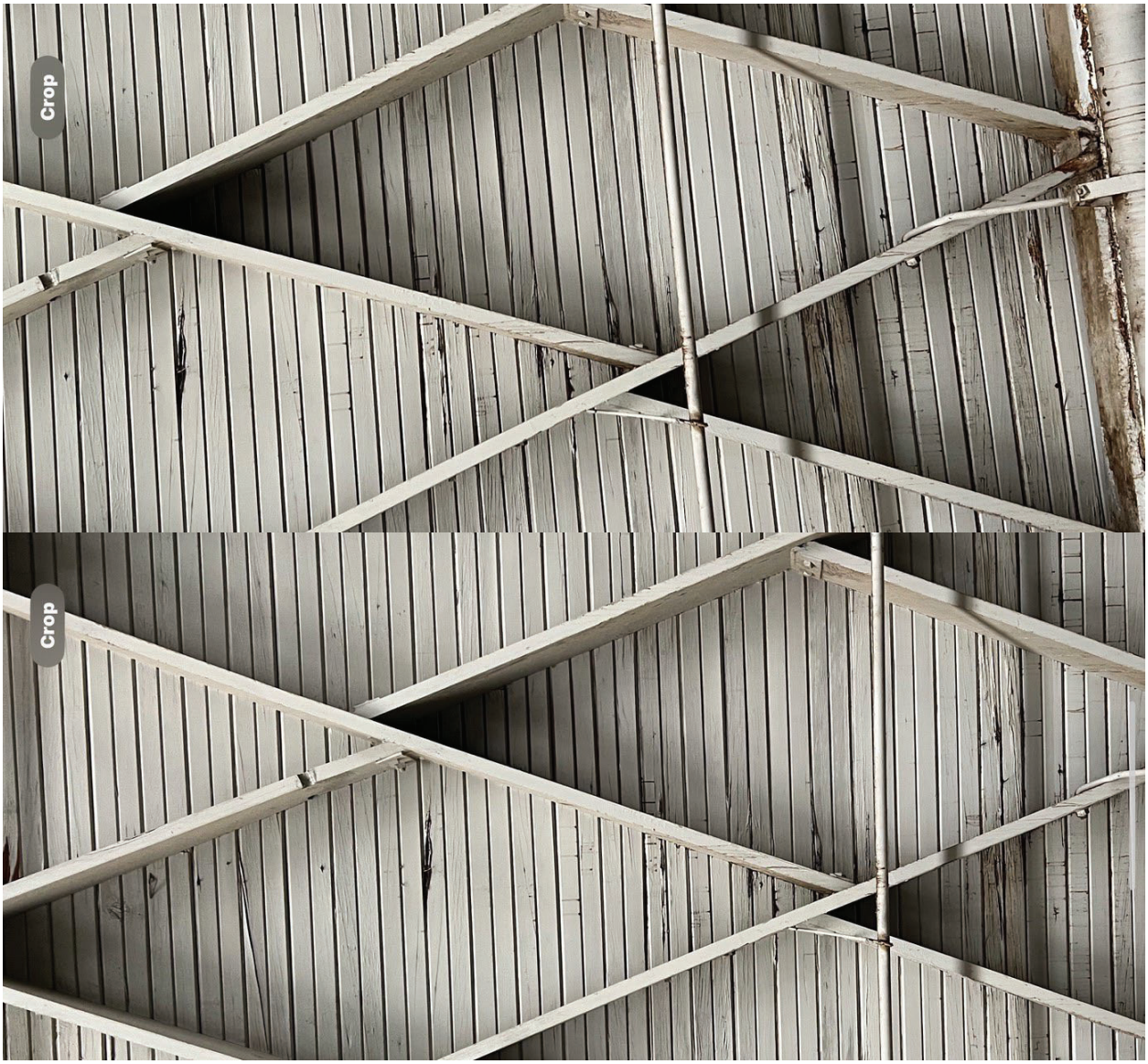
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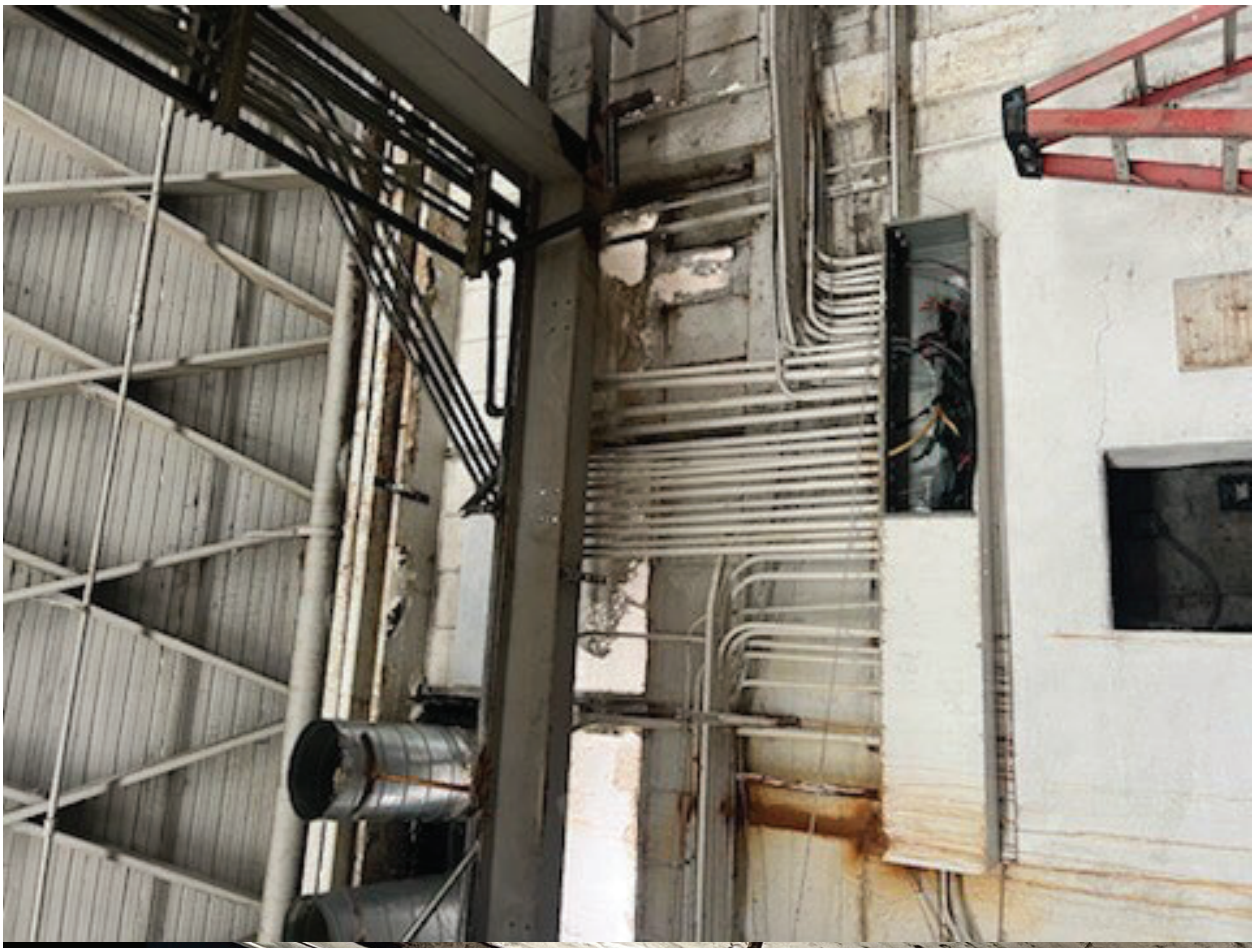

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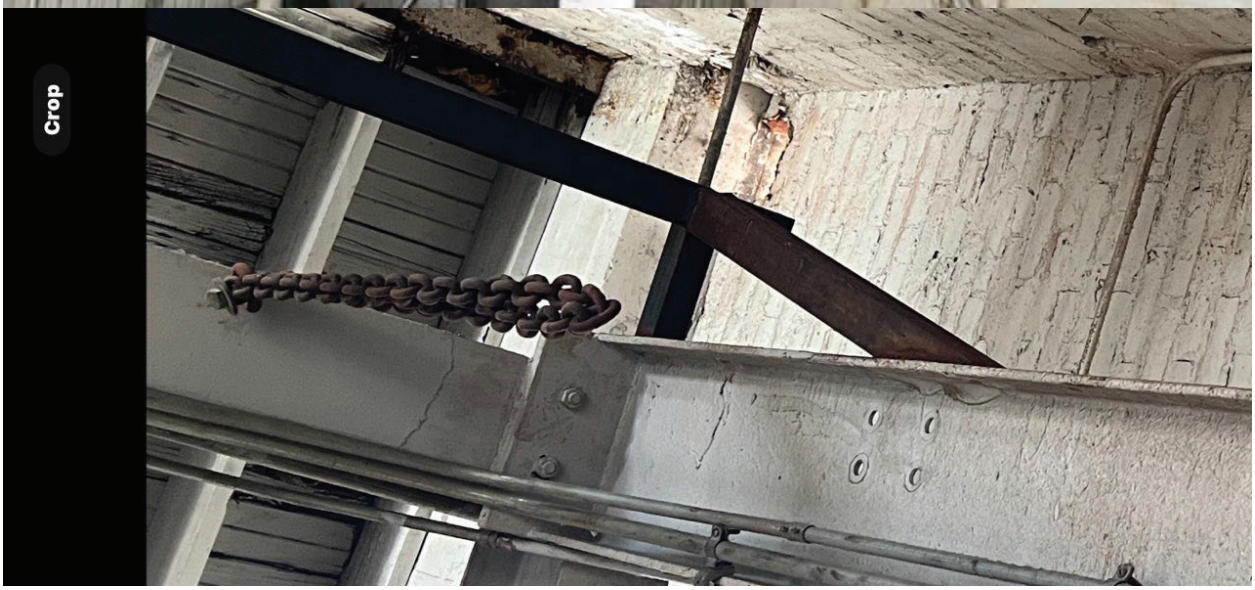

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Identification of critical members for progressive collapse analysis of single-layer latticed domes

Shen Yan [a b], Xianzhong Zhao [b], Kim J.R. Rasmussen [a], Hao Zhang [a]

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Highlights

- Distribution of critical member in different single-layer dome types is investigated.
- Method is proposed to identify critical members based on collapse mechanism of domes.
- Proposed identification method performs excellent compared to the other two methods.
- Methods are proposed to increase progressive collapse resistance of single-layer dome.

Abstract

This paper presents a method to identify the critical member in a single-layer latticed dome, which in the context of progressive collapse is defined as the member whose removal causes the most severe damage. The distribution of critical members in four typical types of single-layer latticed domes, including the Kiewit dome, the Ribbed dome, the Schwedler dome and the Lamella dome, is investigated through a comprehensive Alternate Path analysis scheme composed of hundreds of individual dynamic nonlinear analyses. The Alternate Path analyses also confirm the progressive collapse mechanism of single-layer latticed domes, i.e., the nodal snap-through buckling at either end of the initially removed member. On this basis, a critical member identification method is established, using an index that implicitly estimates the relative vulnerability to node buckling following the removal of a member to determine the criticality of this member. This method along with two other methods, using either static axial force or free vibration

response, are evaluated via comparison against the nonlinear dynamic Alternate Path analysis results, and this proposed method shows a beyond-compare accuracy. Furthermore, based on the established understanding of the progressive collapse mechanism and the factors influencing the node buckling resistance, three methods for increasing the progressive collapse resistance of single-layer latticed domes are presented.

Introduction

Structural domes have a long history in the built environment as an important design feature of many famous structures around the world. Since the days of Ancient Rome, permanent structures roofed with domes made from natural stones, bricks and concrete (found in ancient buildings in several countries) have been constructed [1], and continual improvements have been made in constructing and analysing these types of domes, even in the new millennium [2], [3], [4]. Starting from the last century, various forms of single-layer latticed domes built with steel become popular because they are capable of achieving larger span, and have been widely used for buildings with large-span roofing, such as sports stadiums and exhibition centres. For their efficient and safe design, extensive studies have been conducted to investigate the static and dynamic stability [5], [6], the earthquake resistance [7], [8] and the optimum topological design [9], [10] of dome structures. However, the progressive collapse of single-layer latticed domes remains an area in need of research. Since the collapse of the World Trade Centre towers in 2001, a substantial body of research has been carried out on the progressive collapse of frame structures [11], [12] and, more recently, certain types of roof structures, mainly truss-type roofs [13], [14], [15], [16], while research on single-layer latticed domes is very limited. Zhao et al. [17] conducted progressive collapse tests on two single-layer latticed Kiewitt domes, showing the collapse of a dome can be caused merely by the loss of a single critical member. This demonstrates a need for further investigation of current analysis and design methods for single-layer latticed domes.

The Alternate Path (AP) Method, in which a load-carrying element is removed to evaluate the structural capacity in resisting local damage, is arguably the most appropriate and widely accepted method for studying the structural progressive collapse performance. The previously mentioned tests by Zhao et al. [17] and the tests by Xu et al. [18] on two single-layer latticed domes, a Kiewit-Lamella dome and a geodesic dome, were carried out following the concept of the AP method. Han et al. [19] numerically employed the AP method to investigate the collapse resistance of a Schwedler Monoclinal dome subject to the loss of several members or nodes. When applying AP method to a structure constructed with many members, an important issue to be addressed is how to identify the critical members (sometimes referred to as the sensitive members), i.e., the members whose removal cause the most severe damage. Accurately identifying the critical members ensures the most dangerous collapse scenarios are taken into account, and also helps to reduce the computational cost. The current guidelines for progressive collapse design of frame structures [20], [21] stipulate that, critical members of a building include the columns at corners, as well as columns located at the middle of both the long side and the short side of the building.

However, thus far there is no such codified recommendation for single-layer latticed domes, and therefore an efficient method for identifying the critical members in single-layer latticed domes, the types of which are numerous and the geometry of which can be complicated, is of significant interest. Some researchers recommended FE-based methods [18], [19], [22], in which, to evaluate the criticality of a dome member, the structural response of the remaining structure following the removal of this member is obtained through static linear or nonlinear FE analysis, and is compared with that of the intact structure. Analysis is performed on each member in the dome, and the critical members are identified as those whose initial failure cause the most severe reduction of structural performance. Such methods are accurate in terms of finding the critical members, but cannot be considered as an efficient strategy for selection of removed member in the AP method because they are, in actuality, static AP method themselves. An attractive method for identifying the critical members should require no or just one simple analysis of the structure. Xu [23] studied several single-layer Kiewit domes, and suggested that the critical members were in lines with members having the most pronounced response, with respect to the fundamental vibration mode, in an eigenvalue vibration

analysis of the intact dome. This selection criterion, although very simple, is not established on account of the failure mechanism under progressive collapse and thus, as will be shown later in this study, has a poor accuracy.

This paper presents a method to identify the most critical members in a single-layer latticed dome on the basis of the progressive collapse mechanism. In the tests by Zhao et al. [17], nodal snap-through buckling at either end of the initially removed member, referred to as “node buckling” in this present study, was regarded as the collapse mechanism for the tested Kiewit dome models. This conclusion is first examined for other types of single-layer latticed domes as well as Kiewit domes with different geometries through an extensive nonlinear dynamic AP analysis, which also extends the pool of the experimental results, providing an overview of the critical member distribution in different types of single-layer latticed domes. The critical member identification method is then proposed, using an index that implicitly estimates the relative vulnerability to node buckling following the removal of a member to determine the criticality of this member. This method along with two other methods, using either static axial force or free vibration response as identification index, are evaluated via comparison against the nonlinear dynamic AP analysis results. Furthermore, based on the established understanding of the progressive collapse mechanism and the factors influencing the node buckling resistance, several methods for increasing the progressive collapse resistance of single-layer latticed domes are suggested.

Section snippets

Prototype structure

In order to gain a comprehensive understanding of the distribution of the critical members, four single-layer latticed domes being the most common types, i.e., a Kiewit dome, a Ribbed dome, a Schwedler dome and a Lamella dome, are investigated by means of nonlinear dynamic AP analysis.

The Kiewit dome as shown in Fig. 1a has a constant span of 40 m, which is a moderate span for single-layer latticed domes. The rise-span ratio affects the stability characteristic of the dome and thus can have…

Criticality index based on node buckling

On the basis of the progressive collapse mechanism, a method for identifying the most critical members in a single-layer latticed dome is proposed in this section. Fig. 5 illustrates a schematic diagram of a node undergoing snap-through buckling. Subjected to a vertical point load, the end node of the removed member remains connected to the adjoining members. For an intact latticed dome, its in-plane and out-of-plane stiffness can be approximated by converting the latticed dome into an…

Application of criticality index in determining critical members

For the prototype Kiewit dome, the criticality indices of all members are determined using Eqs. (6), (7), (8), (9), (10). Table 1 shows the results. It is observed that among all 44 members, those ranking in the top 10% in terms of criticality index are all the most critical members determined by the nonlinear dynamic AP analysis, and those ranking in the top 20% almost cover all the members in the first two criticality grades. Therefore, the proposed criticality index shows an appreciable…

Methods for increasing the progressive collapse resistance of single-layer latticed domes

The progressive collapse resistance of a single-layer latticed dome is limited by the collapse load of the most critical members. Therefore, by reducing the criticality indices of these members, the progressive collapse resistance of the

dome can be improved. This is achievable through the following methods.

The first is to enhance dome members. Once the most critical members are identified, a higher overall progressive collapse resistance of the dome can be achieved by enhancing these members…

Conclusion

This paper presents a method to identify the most critical members for progressive collapse analysis and design of single-layer latticed domes. A comprehensive finite-element Alternate Path analysis is performed on four typical types of single-layer latticed domes, i.e., the Kiewit dome, the Ribbed dome, the Schwedler dome and the Lamella dome, demonstrating that the nodal snap-through buckling at either end of the initially removed member is the major progressive collapse mechanism. On this…

Acknowledgement

The work presented in this paper was funded by the National Natural Science Foundation of China (Grands No. 51678432 and No. 51708417)….

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J Constr Steel Res (2009)

X. Zhao *et al.*
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Eng Struct (2017)

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2024, Journal of Constructional Steel Research

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A state-of-the-art review of progressive collapse research and guidelines for single-layer lattice shell structures
2023, Structures

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System-reliability-based disaster resilience analysis: Framework and applications to structural systems
2022, Structural Safety

Citation Excerpt :

...However, when the structural system becomes highly sophisticated and local damage or an element failure plays a critical role in the structural collapse, cascading failure mechanisms need to be considered. On the other hand, various redundancy indices considering the effects of cascading failures have also been developed [63–69]. The methods perform dynamic analyses during which damaged elements are removed to simulate load redistributions....

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2021, Engineering Structures

> *Citation Excerpt :*
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Experimental and numerical study on cable breakage equivalent force in cable-stayed structures consisting of low-relaxation seven-wire steel strands

2020, Structures

> *Citation Excerpt :*
>
> ...However, a data acquisition frequency of 0.5 kHz was used and the location of data acquisition was also close to the strand breakage location. In the published results [5,9,10,12–16], there is a discrepancy between the assumed CBEF(t) related to different cable-stayed structures and also its duration. On the other hand, none of these simple assumptions have been verified....

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> ...The last several decades have witnessed plenty of progressive collapse incidents of building structures, leading to a growing interest in this disproportional failure phenomenon among academic and engineering communities. As a result, a great number of studies have been conducted to investigate the progressive collapse resistance of multi-storey frame structures [1–3] and, more recently, roof structures [4–6]. Among the various types of roof structures, trusses have received the most attention in the research of progressive collapse....

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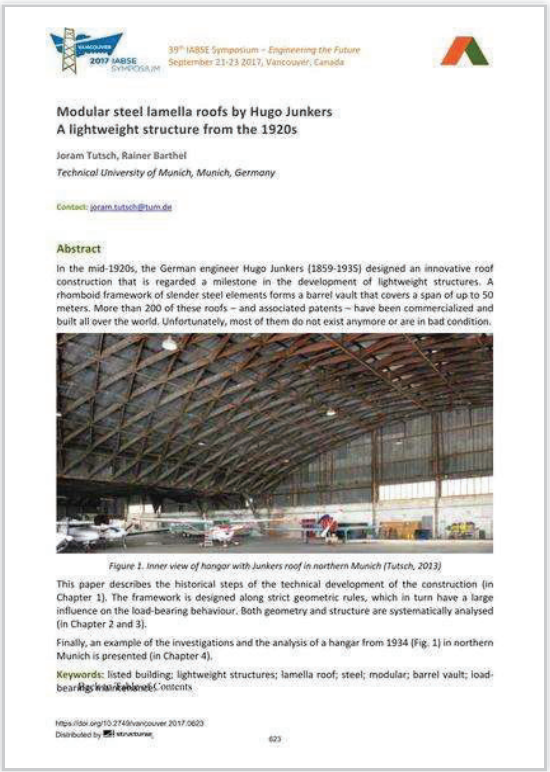
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Modular steel lamella roofs by Hugo Junkers

A lightweight structure from the 1920s



39th IABSE Symposium – Engineering the Future
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Modular steel lamella roofs by Hugo Junkers
A lightweight structure from the 1920s

Joram Tutsch, Rainer Barthel
Technical University of Munich, Munich, Germany

Contact: joram.tutsch@tum.de

Abstract

In the mid-1920s, the German engineer Hugo Junkers (1859-1935) designed an innovative roof construction that is regarded a milestone in the development of lightweight structures. A rhomboid framework of slender steel elements forms a barrel vault that covers a span of up to 50 meters. More than 200 of these roofs – and associated patents – have been commercialized and built all over the world. Unfortunately, most of them do not exist anymore or are in bad condition.

Figure 1. Inner view of hangar with Junkers roof in northern Munich (Tutsch, 2013)

This paper describes the historical steps of the technical development of the construction (in Chapter 1). The framework is designed along strict geometric rules, which in turn have a large influence on the load-bearing behaviour. Both geometry and structure are systematically analysed (in Chapter 2 and 3).

Finally, an example of the investigations and the analysis of a hangar from 1934 (Fig. 1) in northern Munich is presented (in Chapter 4).

Keywords: listed building; lightweight structures; lamella roof; steel; modular; barrel vault; load-bearing behaviour; Contents

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Author(s): Joram Tutsch, Rainer Barthel

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Keywords: steel listed building lightweight structures lamella roof modular barrel vault load-bearing kmtaoinTtaebnlaenocfe.Contents

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The Geometry of Timber Lamella Vaults: Prototype Analysis

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Abstract: This paper presents timber lamella structures applied to the circular cylinder surface when all lamellae axes intersect at the nodes. To achieve the uniformity of all elements in this structure, the geometry of the structure must be carefully designed. The main methods for the research are graphical and numerical methods for geometric design and a prototype construction for a specific geometric pattern. The methods are discussed for their ease of replication, as well as the possibility of reinterpretation on other surfaces, while the prototype design and construction give insight into the process from design to execution. The combination of these methods allows for a thorough analysis of the geometry for lamella structures. The analysis shows that geometrical design must begin from the whole to the lamella, and that the number of element types in the structure depends on the disposition of the elements and the angle of the pattern. The discussion shows the advantages and limitations of the proposed methods, while the conclusions give the guidelines for the implementation of lamella structures into new design projects.

Keywords: right circular cylinder; parametric equations; graphical method; timber structures

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Citation: Petrović, M.; Ilić, I.; Mijatović, S.; Šekularac, N. The Geometry of Timber Lamella Vaults: Prototype Analysis. *Buildings* **2022**, *12*, 1653. https://doi.org/10.3390/buildings12101653

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1. Introduction

Lamella structures are spatial structures in a diamond pattern formed by ribs called lamellae [1]. They are usually classified as braced structures—vaults and domes [1,2]. This paper will present timber lamella vaults when the diamond pattern of lamellae is applied to a circular cylinder surface. Contemporary tendencies in architecture, following the sustainable development trend, have led architects to think about the return to natural materials and the reduction of pollution created by the construction industry. The advantages of historical timber structures are being examined for possible modification and application in contemporary architectural practice. Lamella structures have stood out because of their aesthetics, economy and ease of construction.

1.1. Literature Review

The design of the Zollinger roof structure made an impact on the construction industry after World War I. The *roof of modernism* [3] was designed by the architect Friedrich Zollinger and patented in 1921 [4]. When invited to the City Council meeting for the rebuilding of Merseburg, Germany at the end of 1918, the architect Zollinger had an idea of how to design a simple construction model for new houses. The loadbearing elements of the house would be made out of cast-in-place concrete, and the innovative roof structure would be constructed out of timber lamellae, easily prefabricated and assembled even by untrained workers. The diamond pattern of the structure, reinforced with decking, required no additional structural elements, making it cost-efficient compared to traditional roofs. The analysis of material consumption showed that traditional roofs require twice as much material per square meter of the floor plan as the Zollinger roof. The section of this timber lamella structure shows that the roof shape is a segmental arch consisting of two circular segments. This form provides additional volume, so two floors could have been placed under the roof as shown in Figure 1 [5].

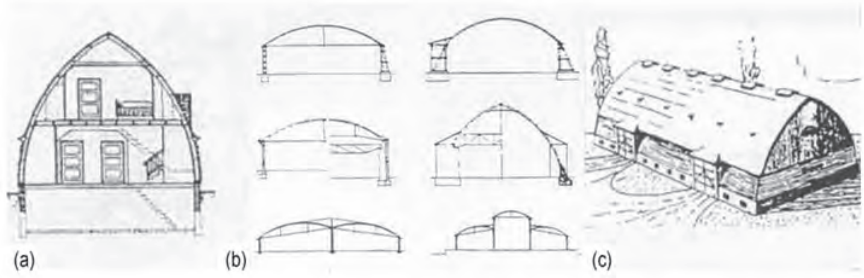


Figure 1. Lamella roofs for (**a**) housing, (**b**) halls and (**c**) barns [5].

The roof is constructed out of timber lamellae with variable cross-section and the upper edge was shaped to follow the arch of the roof. Lamellae were all uniform in shape and size. Two types of lamellae were applied, based on the roof span. The dimensions of the first type were width/height/length = b/h/L = 2.5/15/190 cm and the second were b/h/L = 5/30/150 cm (Figure 2) [6]. When the need for production halls with large spans increased, so did the cross-section of the lamellae, which showed great deflections right after the construction [7]. Other architects started experimenting with the change of disposition and the doubling of the lamellae [7,8], but soon new types of lamella structures were designed, using steel elements and purlins as reinforcement [7,9].

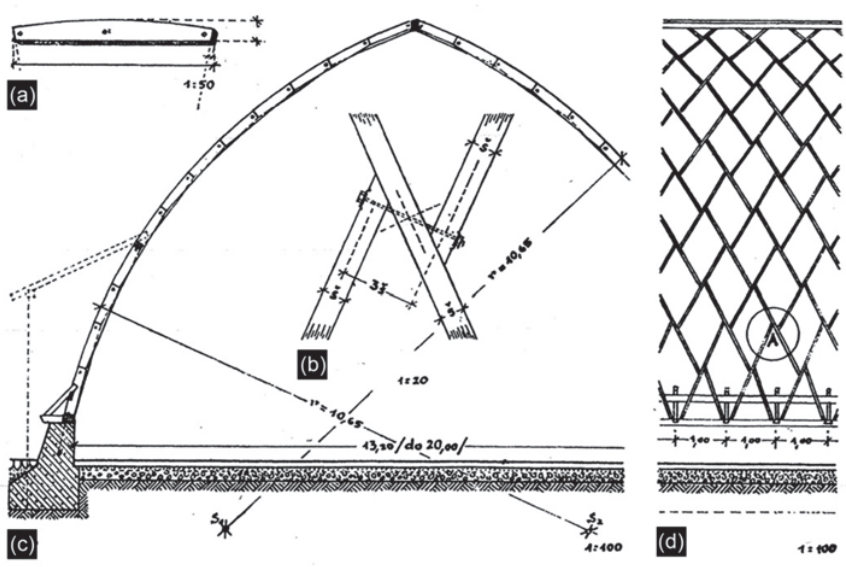


Figure 2. Zollinger lamella roof design: (**a**) lamella detail with dimensions, (**b**) joints of lamellae, (**c**) transverse section and (**d**) longitudinal section of the roof for housing [6].

The geometry of the first lamella roofs was half of a circular cylinder surface or its segment, in the span to rise ratio between 1:2 (semicircle) to 1:8 (flat arch) [10]. Later, the diamond pattern was applied to the spherical surface for dome structures and to this day, examples on free-form geometries can be found. Lamella structures were built all over the world, from timber to concrete, all following the geometry of a cylinder [7,9–11]. Other types of geometries were too complex to calculate without a computer. If the geometry is symmetrical on both axes, the number of equations is smaller, and the calculation is simpler [10]. With the use of computer software, new lamella structures on free-form geometries were erected.

The aesthetics and expressiveness of the diamond pattern have made lamella structures the primary choice for large-span objects where the structure remains visible. The advantage of lamella structures is the uniformity of the elements—the lamellae and their joints, which

lead to the ease of production and assembly, the speed of erection and the minimised cost of the overall structure regarding the volume it covers. In order to preserve its advantages, it is necessary to find a suitable geometrical pattern for the lamellae axes to be applied to a circular cylinder surface. Throughout the years, several solutions were designed in timber and steel. The original structure, the Zollinger roof, was made out of timber planks placed vertically to the floor. Each lamella is twice the size of the diamond, and they are connected interchangeably, one in the middle of the other [1]. Three lamellae intersect at the node, with one central and two connecting lamellae shown in Figure 2. They are spaced apart for three widths of the lamella to mount the bolts [12]. This spacing also allows for the lamellae to be placed vertically and to follow the curve of the vault. The length of lamellae in steel lamella structures by engineers Emil M. Hünnebeck and Hugo Junkers is the size of the diamond, which allows them to put the connecting lamellae closer and to still follow the vaulted surface [13]. In these structures, the lamellae are rotated or translated in the horizontal plane to have all uniform elements and to follow the envelope of the cylinder, as presented in Figure 3. This creates an eccentricity at the node, resulting in the moment around the vertical lamella axis for the dominant axial forces in the structure.

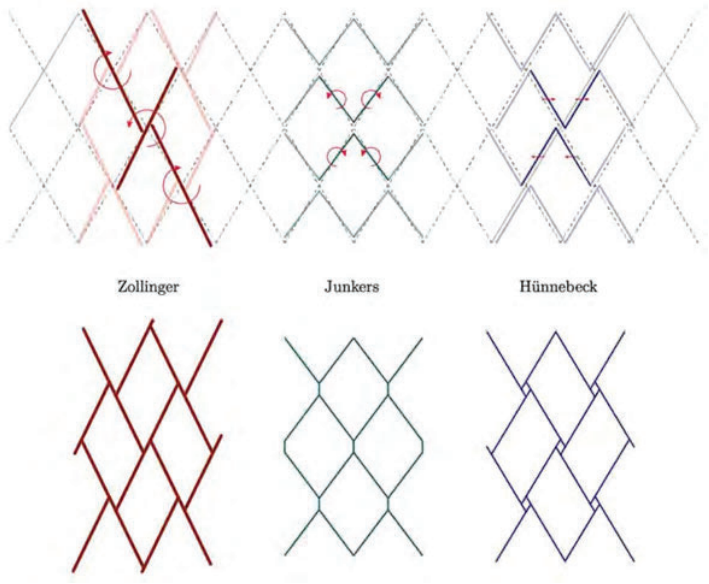


Figure 3. Diagrams showing three types of lamella vaults and the rotation/translation of the lamellae (**up**) with different types of nodes (**down**) [13].

Recent developments in lamella structures have shown the possibility to apply the diamond pattern on a number of forms using contemporary tools. Authors research regularities in different geometries trying to find the best structural pattern and the construction strategy for timber structures [14–16]. In recent years, a development in lamella structures was presented through workshops, experiments and built objects such as TIJ Bird Observatory [17–19].

1.2. The Aim of the Study

This paper discusses the geometry of timber lamella vaults. The design and position of the lamellae on the cylindrical surface have to be precisely defined in order to maintain the diamond pattern and the uniformity of the elements. The focus of this research is the lamella structure where all lamellae axes intersect at the node to avoid eccentricity (Figure 4). This will create a problem of rotation of lamellae in relation to the cylindrical surface, which is analysed and presented in this paper. The aim of this study is to better understand the geometry of lamella structures to be easily modified and adapted for use

in contemporary structures. The idea is to comprehend the regularities of the geometrical design for cylindrical surfaces for the purpose of interpretation on other surfaces.



Figure 4. Diagram showing the node with one central lamella and two connecting lamellae when lamellae axes intersect.

The methods applied in this paper are the graphical method, the numerical method and prototype design. The graphical method presented in this paper is a novel approach, not found in the literature. The authors used different software to find the best possible solution for the geometric design of the lamellae axes. To expand the analysis, and to precisely define the geometry of the axes, a numerical method was applied. The authors presented a new method for defining the geometry of the axes and compared it to the method presented by Tutsch [13]. The prototype design was derived from result comparison of the graphical and numerical method. This prototype shows the level of uniformity of the elements and the time needed for prefabrication and construction. The erection of the prototype followed the instructions presented by Hosseinzadeh [10] since no other authors describe the method of erection.

The discussion includes all three approaches for the geometrical analysis and presentation of timber lamella vaults: (1) the graphical method, (2) the numerical method and (3) the physical model. The conclusions of this research affirm the aim of the study and open new questions for further research.

2. The Geometrical Design Methods

To obtain the precise geometry of the lamellae, the research was carried out using graphical and numerical methods. The main criterion is that the uniformity of the elements needs to be preserved since this is one of the main advantages of lamella structures.

The chosen geometry for the lamella vault is a cylinder surface. The cylinder type is a right circular cylinder, consisting of two of the same parallel bases the shape of a circle. The envelope of a cylinder is a perpendicular surface with all the same and parallel lines equal to the height of the cylinder, which is the vertical distance between the two bases.

The original lamella structure, the Zollinger roof, was designed as two circular cylinder surface segments of the same radius that meet along the ridge. Cylinder surface segments were also used for other types of buildings, such as halls and barns [5,7,9,11].

2.1. The Graphical Method

2.1.1. Connecting of the Arched Lamellae

The first iteration for the geometrical design of the lamella structure using the graphical method was based on the analysis of the lamella joint. The observed joint is a modification of the original joint for a Zollinger roof. In this joint, the axes of the lamellae intersect at the node, reducing the eccentricity. The three lamellae at the node are connected using steel plates bolted to the lamellae [20]. The research conducted by engineers Scheer and Purnomo at TU Berlin has shown a layout of the lamella structure, with a span of 21.5 m, a length of 21 m, an arch rise of 6.2 m and arch segments for the angle 120° [21]. The presented layout was used to design one lamella as a starting point for the geometry of the structure. Lamellae were connected one to another, forming an arch in one direction. The other direction of the lamellae was obtained by the rotation of the arch for 120°. The idea was for all lamellae to be vertical to the floor plane, that is, for the arches to move translationally and to form the vaulted structure.

This design process turned out to be wrong because the lamellae cannot be placed vertically and intersect at the node at the same time. When all the arches made from lamellae are in place, it can be observed that the node of the lamellae is not where it should be placed—each lamella should be connected to the middle of the lamella from the other direction. Figure 5 shows the details A, B and C with respect to the structure. Detail A shows the only position where it is possible to place a lamella vertically to the floor plane and that is the ridge of the vault. Detail B shows the slight distance of the lamella from the middle of the other one, at 1/4 of the arch, while detail C shows the greatest deviation of one lamella to the middle of the other, observed at the point of support of the structure.

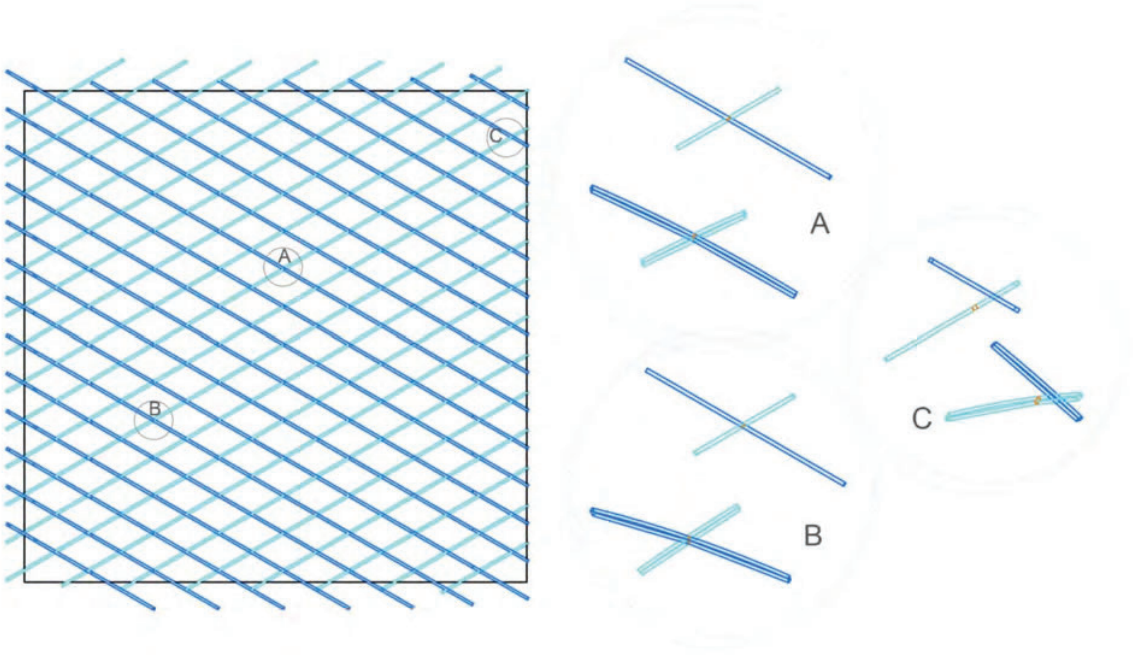


Figure 5. The plan and details of the lamella vault for the graphical method of connecting the lamellae in an arch with details A, B and C showing the misplacement of the connecting lamellae in the node.

The conclusion is that lamella structures cannot be designed starting from an individual element to the whole assembly because the ends of connecting lamellae do not meet at the middle of the central lamella. It is necessary to start with the whole to obtain a more accurate geometry of the lamellae. Vertical sections through the circular cylinder give an ellipse in the section, which cannot give uniform lamellae.

2.1.2. Projection of the Pattern to the Cylinder Surface

The second iteration was led by the idea that the fastest and simplest way of obtaining the diamond pattern structure on a cylinder surface is to project the pattern to the cylinder surface in software for 3D design, such as Rhino [22]. The half-radius of the base circle for the cylinder was r = 12.4 m and the length of the cylinder was l = 21 m. The arch segment had a span of a = 21.5 m and a rise of f = 6.2 m, giving the length of the arch a_1 = 26 m. The network was made with angles of 60° and 120°, the length of the cylinder surface l = 21 m and the width equal to the length of the arch segment of the cylinder a_1 = 26 m. The proportions of the cylinder were obtained from the layout by Scheer and Purnomo [21]. When the network is projected onto the cylinder the disposition of lamellae is obtained. This process is shown in Figure 6, which shows the detail of the structure with different lengths of lamellae from support to the ridge.

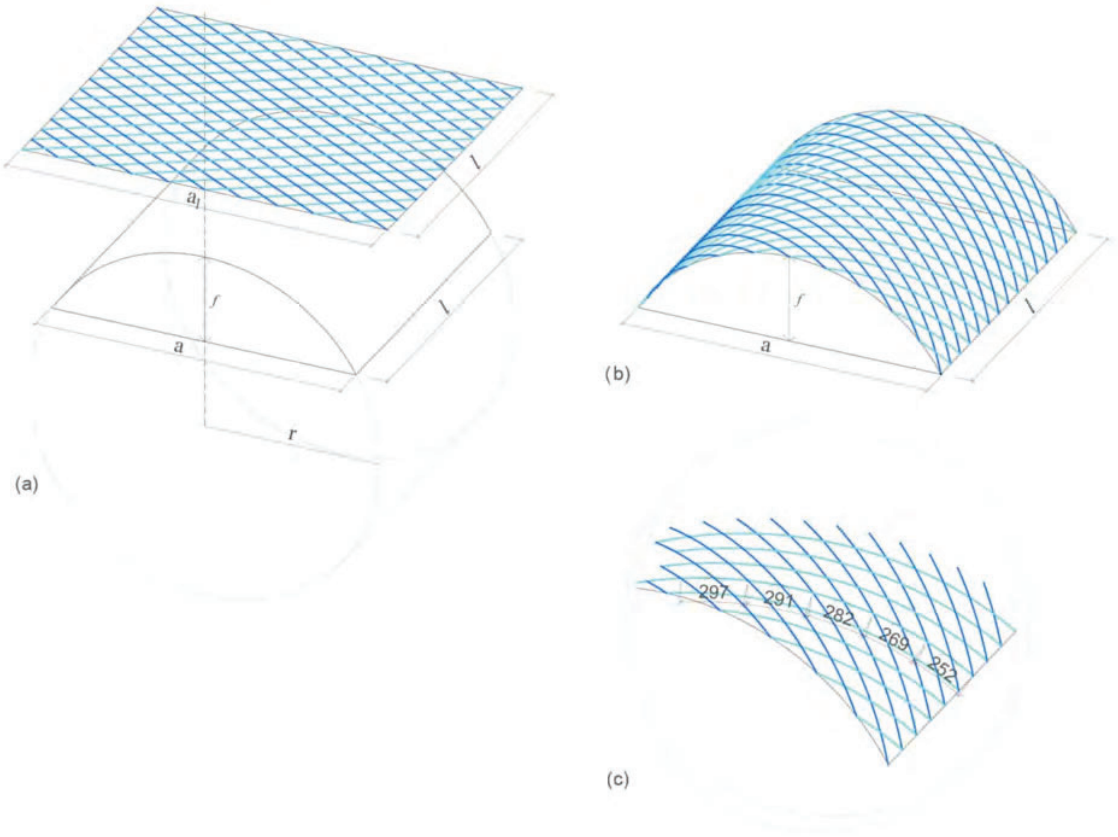


Figure 6. The axonometric view and detail of the lamella vault for the graphical method of projection of the diamond pattern to the cylinder surface: (**a**) the projection plane and the cylinder surface for projection, (**b**) the axis of the lamellae lying on the cylinder surface, (**c**) detail of the lamellae axes showing their different lengths.

This process of geometrical design has many advantages. It is easily understandable, so it is easy to replicate and apply to any surface. It is not time-consuming, nor it is necessary to always apply the same diamond pattern with angles of 60° and 120°, allowing more design freedom. The lamellae are vertical to the floor plane and intersect at the node, creating a continuous surface for placement of any roof tiling. The only problem is the different lengths of the lamellae, which is why this design does not fulfil the main criteria of the uniform elements. On the other hand, each horizontal segment of the vault has the same lamellae with the same joints, thus making sets of uniform elements. From the ridge to the supports, the length of the lamellae decreases and the angle of the bevelling increases. This structure could be easily prefabricated using a CNC machine for the shaping of the lamellae, in order to decrease the time for their production. If steel plates are used for the joints, a large number of different sets would not be economical to make. However, there are lamella structures constructed like this, such as the ice rink structure in Toronto from 2019 with T-section joints [23].

2.1.3. Division of Cylinder Surface to Equal Parts

The third iteration for the geometric design was also led starting from the whole to the elements with the aim for the lamellae of the same geometric characteristics to have uniform elements and to fulfil the main criteria. Based on the layout presented by Scheer and Purnomo [21], a segment of the cylinder surface was divided into equal parts, radially into 20 segments and longitudinally at every 0.75 m to obtain all the nodes of the lamellae. Lamellae rest on supports every 1.5 m and the nodes are placed interchangeably as each

lamella connects to the middle of the one from the other direction (Figure 7a). The nodes were connected with lines passing two lengths of the diamond to obtain the desired length of the lamellae. Two types of lamellae were obtained, the ones 3 m in length and the ones on the perimeter with a length of 1.5 m. These lamellae axes do not intersect at the nodes, so the connection was simulated by a short line, which presented the joint (Figure 7b). Straight axis lamellae create a structure similar to a folded plate, which was not the idea behind the design. The lamellae needed to have the arched axis that lies on the cylinder surface in order to have all the same lamellae and a uniform surface of the structure.

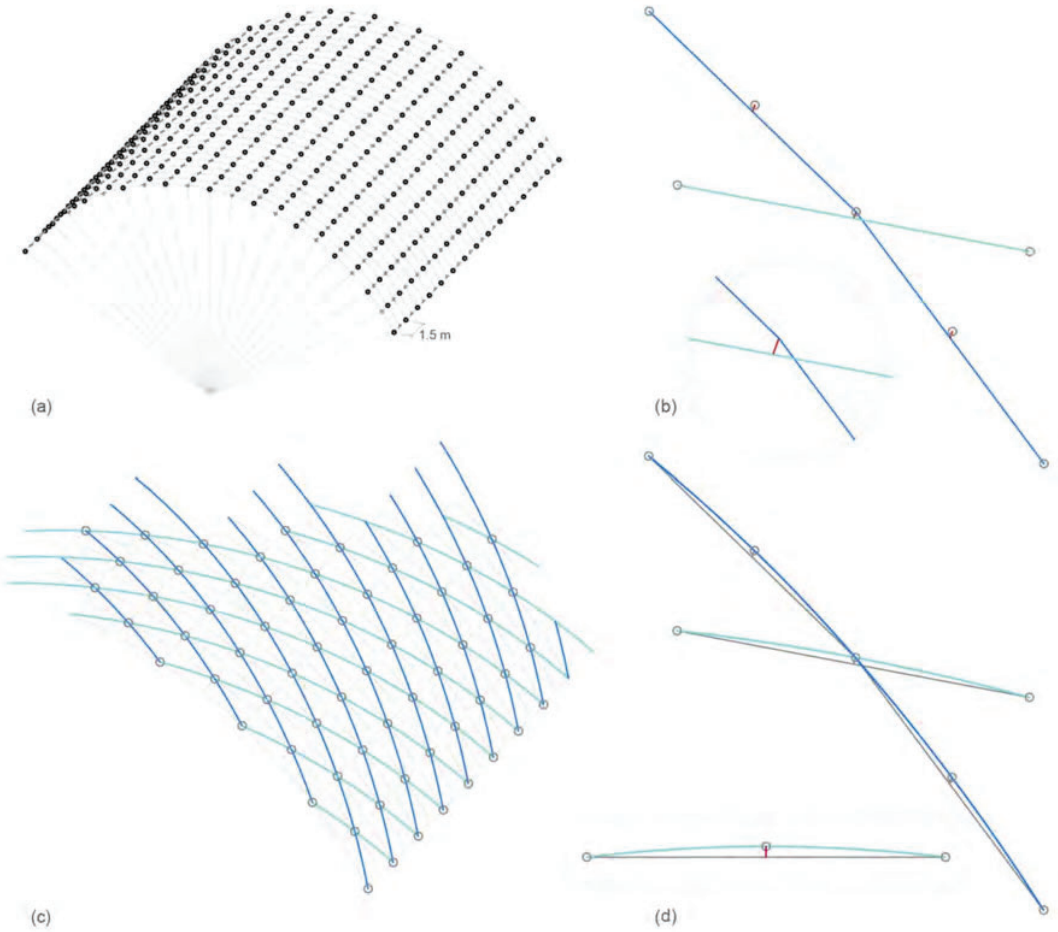


Figure 7. The process of division of cylinder surface to equal parts: (**a**) axonometric view of the lamellae vault with nodes of the lamellae spaced 1.5 m apart, (**b**) detail of each lamellae span and the connections at the nodes, (**c**) segment of a lamellae vault with all arched axes of the lamellae intersecting in the node and (**d**) detail of the arched lamellae defined by the span and rise lines.

The arched axis of the lamellae was designed using the two lines, which defined the plane for each lamella in the structure. The ends of the line connecting the nodes and the top of the line presenting the connection define the arch span and rise (Figure 7d). The most precise geometry is derived this way and the geometrical model fulfils the main criteria. All lamellae have the same geometry and uniform joints, making the production of the elements easy for mass prefabrication.

2.2. The Numerical Method

The geometrical shape that connects all the nodes and divides the cylindrical surface into uniform segments is a helix.

Starting with the parametric equation of a circle [13]

$$x_k = \begin{pmatrix} y \\ z \end{pmatrix} = \begin{pmatrix} R\cos\varphi \\ R\sin\varphi \end{pmatrix} \tag{1}$$

from which the parametric equation for a circular cylinder is obtained

$$x_{kz} = \begin{pmatrix} x \\ y \\ z \end{pmatrix} = \begin{pmatrix} x \\ R\cos\varphi \\ R\sin\varphi \end{pmatrix} \tag{2}$$

the parametric equation of the helix can be derived

$$x_s = \begin{pmatrix} x \\ y \\ z \end{pmatrix} = R\begin{pmatrix} (\varphi - \varphi_0)\tan\beta_s \\ \cos\varphi \\ \sin\varphi \end{pmatrix} \tag{3}$$

with pitch

$$h_s = 2\pi R\tan\beta_s. \tag{4}$$

The angle formed by the lamellae is constant and can be derived from the parameters, i.e., the length of the roof—L, the length of the arch—B, the number of cylinder divisions in the X-direction—*m* and the number of cylinder divisions in the Y-direction—*n*, as shown in Figure 8a, with its equation given as follows:

$$\tan\beta_s = \frac{n \cdot L}{m \cdot B} \tag{5}$$

$$\beta_s = \arctan\frac{n \cdot L}{m \cdot B} \tag{6}$$

The radius of curvature of the helix is

$$R_s = \frac{R}{\cos^2\beta_s} \tag{7}$$

and its arch length is

$$B_s = \frac{B}{\cos\beta_s} \tag{8}$$

deriving the abstract angle of the opening of the helix

$$\alpha_s = \frac{B_s}{R_s} = \frac{B \cdot \cos\beta_s}{R} = \alpha \cdot \cos\beta_s \tag{9}$$

Based on the elements of the lamella roof structures, as presented in Figure 8b, the authors of this paper derive the following parametric equations for the two helixes that form the basic geometry of the lamella roof:

$$x_{s_1} = \begin{pmatrix} x \\ y \\ z \end{pmatrix} = \begin{pmatrix} \frac{h}{\alpha} \cdot \varphi \\ R\cos\left(\varphi + \frac{k_1}{2} \cdot \alpha\right) \\ R\sin\left(\varphi + \frac{k_1}{2} \cdot \alpha\right) \end{pmatrix} \tag{10}$$

$$x_{s_2} = \begin{pmatrix} x \\ y \\ z \end{pmatrix} = \begin{pmatrix} \frac{h}{\alpha} \cdot \varphi \\ R\cos\left(\varphi + \frac{k_2}{2} \cdot \alpha\right) \\ -R\sin\left(\varphi + \frac{k_2}{2} \cdot \alpha\right) \end{pmatrix} \tag{11}$$

-h is the length of the helix for one lamella,

$$h = \frac{L}{m} \tag{12}$$

-α is the angle of the helix needed for one lamella,

$$\alpha = \frac{B}{n} \tag{13}$$

-φ is a variable that defines the segment of the helix (the length of the lamella axis is the angle of 24°);

-k_1 is a coefficient that is an even number;

-k_2 is a coefficient that is an odd number.

Coefficients k_1 and k_2 define the movement of the helixes relative to one another for half of the length of a lamella to get the right geometry for each lamella to connect to the middle of the one from the other direction.

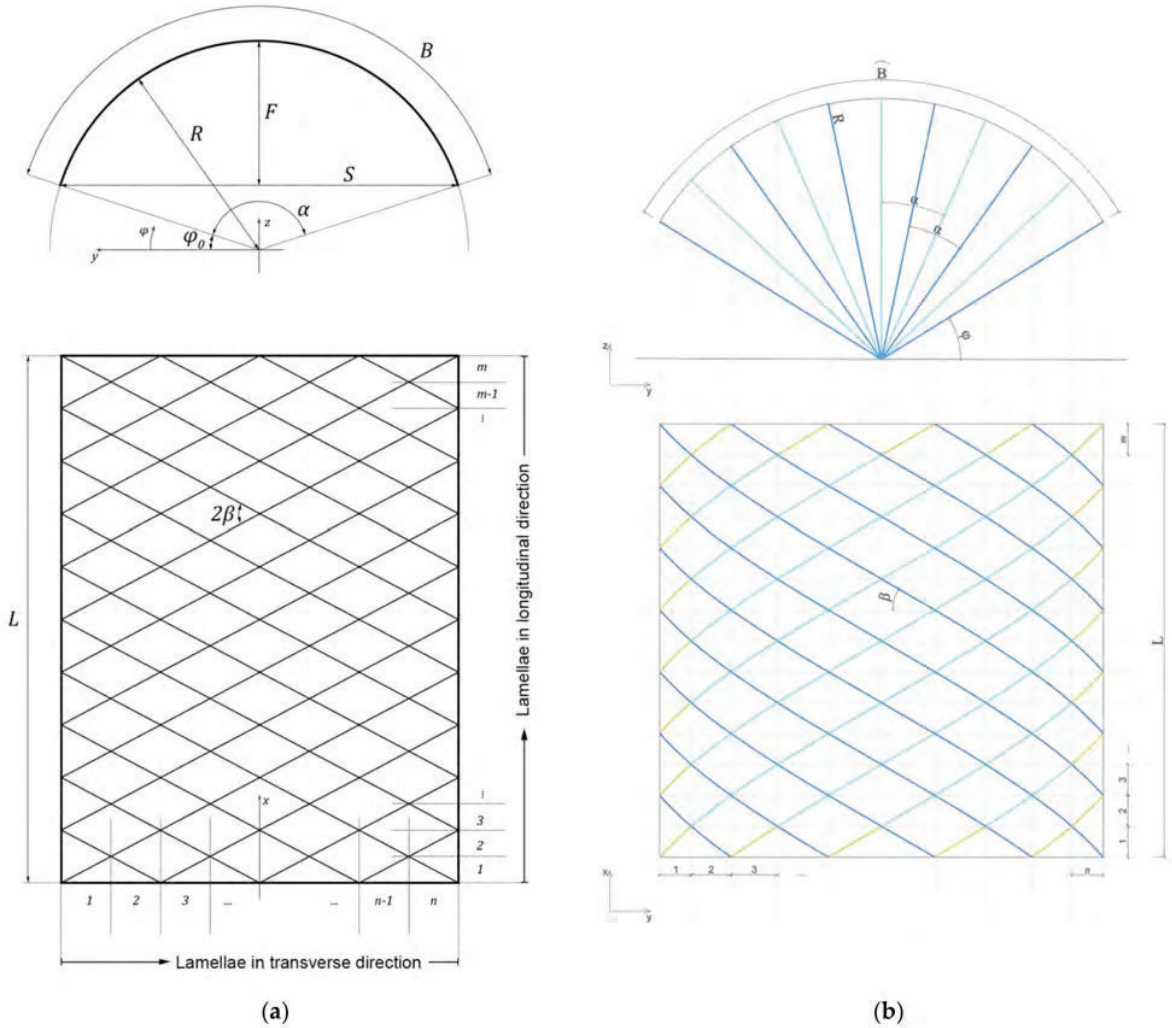


Figure 8. Floor plan and section of the lamella vault for geometrical analysis (**a**) by Tutsch [13]; (**b**) by the authors.

In comparison to the parametric equation of the helix by Tutsch [13], the parametric equations provided by the authors define each lamella axis, taking into account the mutual

relation of lamellae. The helix equation by Tutsch defines the helix that follows the segment of the cylinder envelope, not taking into account that the helix from the other direction has to be translated for half of the length of the lamella. The authors define the length of a lamella as a segment of the helix with the variable φ, while the coefficients k_1 and k_2 enable the connection of the lamellae in the middle of the central lamellae. The graphic output of the equations by the authors was developed in Wolfram Mathematica and is presented in Figure 9.

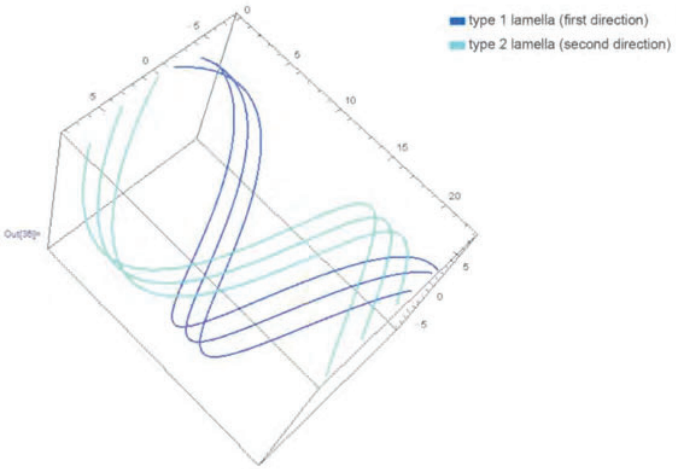


Figure 9. The graphic presentation of the parametric equations for the helixes developed in Wolfram Mathematica. The blue graph shows the helix from one direction and the green one shows the helix from the other, translated for half of the lamella length.

When applying the numerical method for the geometrical design, the conclusion is that even the infinitely small segment of a helix is a spatial curve. This results in lamellae torqued around their longitudinal axes, which complicates the manufacture, see Figure 10a. For lamellae to be manufactured, an idealisation is needed. Each segment of a helix needs to be converted to an arch, as it was shown in the graphical method, in order to define a planar curve for the lamellae manufacture. This leads to a slight rotation of the connecting lamellae in the node, as presented in Figure 10b.

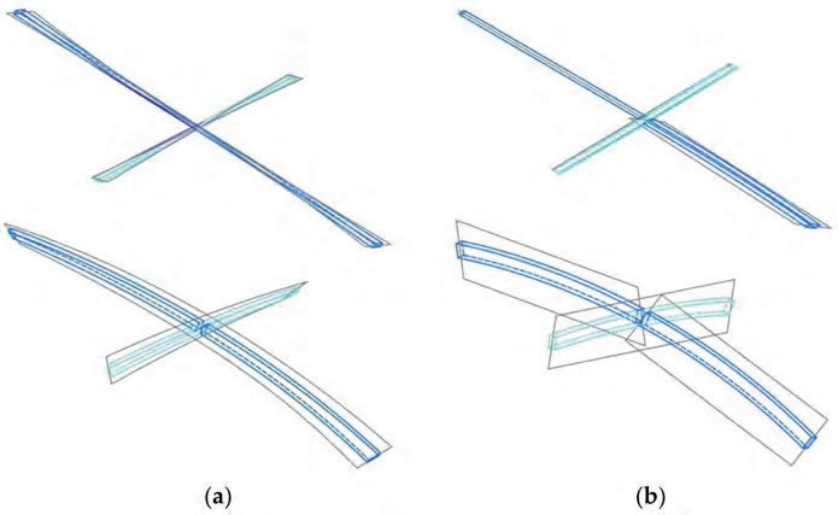


Figure 10. The axonometric view of the intersection of the lamellae at the node (**a**) showing the lamellae axes following the helix curve obtained by the numerical method, and (**b**) showing vertical axial planes of the lamellae in order to present the rotation at the node obtained by the graphical method.

3. The Physical Model of a Lamella Vault

In architecture, physical models help to solve problems during the design process, working in parallel with drawings, 3D models and construction with materials corresponding to the designed structure [24]. During this process, different aspects of the design can be modified or changed due to the design process on various scales and with a variety of tools. Design problems can be resolved from the level of the node to the structure as a whole. This practice was common in historical constructions when knowledge was acquired by model design and construction and their analysis. This process of constant iterations and relations between designing on a computer and designing a physical model is called complex modelling in contemporary architecture [25]. The hypothesis is that it helps with better observation and learning about the design.

Following the conclusions of the geometry analysis, the prototype was designed from the lamellae with axes as planar arches to be easily manufactured. The axes of the lamellae intersect at the node, eliminating the eccentricity that appeared at the original joint, making this prototype an improvement of the historical lamella structure.

3.1. The Design of the 3D Model

The first step towards the design of a physical model of a timber lamella vault was the design of a 3D model with all the necessary details of the lamellae and their joints. The model was based on the arched lamellae axes obtained by the graphical method presented in Figure 7, since the geometry of the axes provided by the numerical method results in torqued lamellae, see Figure 10a,b. The cross-section was first assigned to the lamella placed vertically to the floor plane and their connecting lamellae in the middle. The ends of the lamellae were bevelled following the vertical axis planes of the lamellae so that the whole cross-section of the connecting lamellae was pressed onto the middle of the central one. The lamellae were then rotated around the axis of the cylinder in order to obtain the whole structure. Thus, all lamellae are the same and all lamellae axes lie in the envelope of the cylinder. Arches along the gables were designed as three-hinged arches. Lamellae pressed onto the gable were cut obliquely by following the vertical plane of the three-hinged arch.

The joints for the lamellae were designed with steel plates bolted to the lamellae. The inspiration was a T-section joint presented in the Timber Construction Manual [26]. This joint is designed using two steel plates welded to each other to form a T-section. The difference between this joint and the applied one is that, in this design, two steel plates were placed on the outside edges of the lamellae and welded to the central steel plate. The T-section joint is placed inside the lamellae and requires additional shaping, as opposed to the applied joint. The supports were designed as point supports following the same design logic as the joints.

The final design is presented in Figures 11 and 12. The 3D model of the structure can be observed in Figure 11, while Figure 12 presents floor plans and sections of the structure, providing information about its dimensions.

3.2. Elements for the Physical Model

The designed structure has a span of 10.75 m, it is 3.1 m high and requires 81 lamellae. Based on the position of the lamellae in the structure, six types can be distinguished. All lamellae have the same radius of curvature because they all lie on the cylinder surface. The length of most lamellae is approximately 3 m, except the ones along the perimeter, which are 1.5 m long (Table 1). Type 1 has a span of 289 cm and it is the most used type in the structure. Type 3 shows the lamellae next to the supports, and type 4 are the lamellae lying on the gable arch. Two special types are types 5 and 6, which lie on the arch and the supports at the same time. The differences between the lamella types are created by the length and the different angles of the bevelling of the ends. The disposition of the lamellae in the diamond pattern with angles 60° and 120° requires this number of types, and it cannot be reduced. The cross-section of the lamellae is width/height = b/h = 6/16 cm.

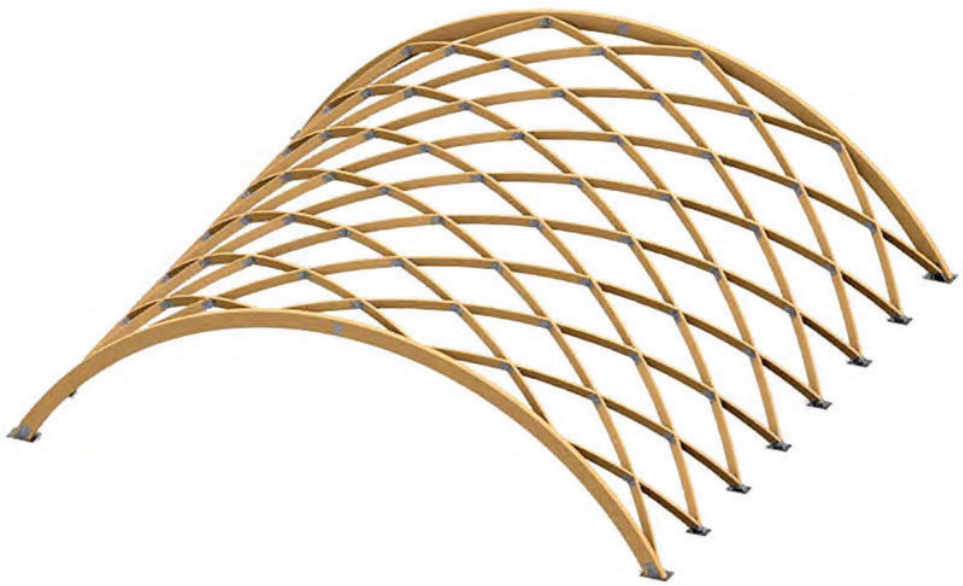


Figure 11. Three-dimensional model of the designed lamella vault.

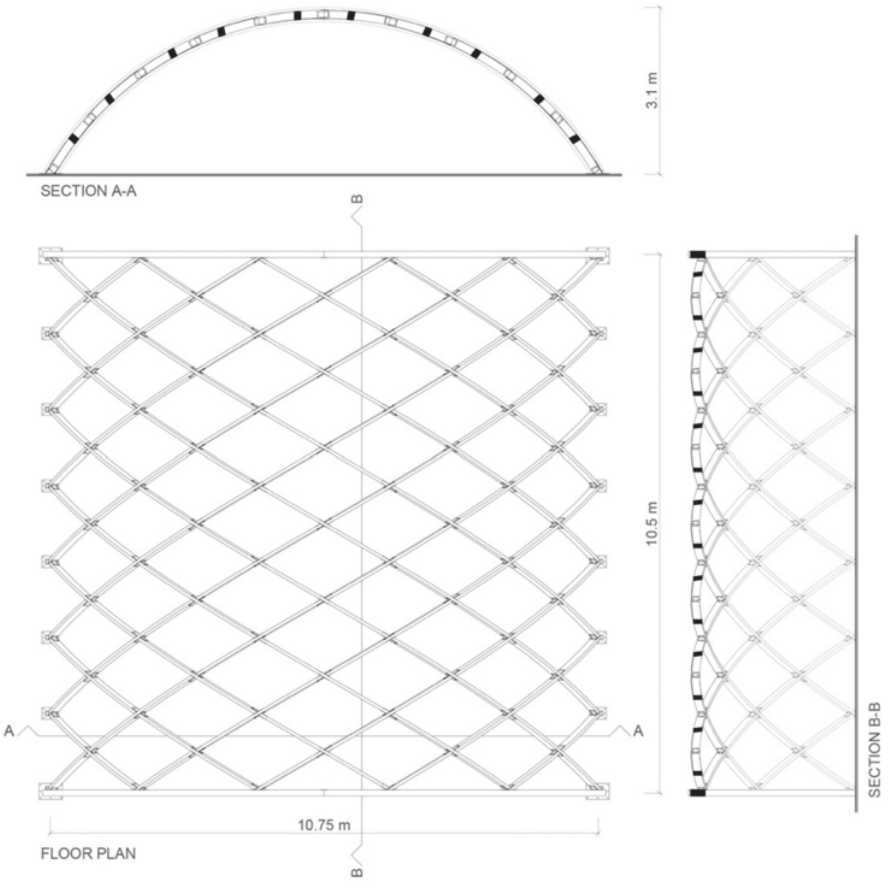
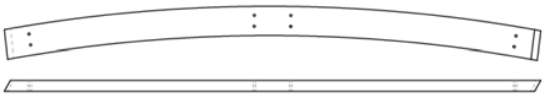
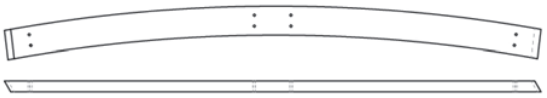
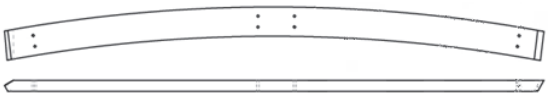


Figure 12. Floor plan and sections of the lamella vault of the physical model.

Table 1. Specification of timber lamellae.

Type		Span of a Lamella [cm]	Number of Lamellae	Total Volume for the Type [m^3]
1		289	33	1.007
2		289	24	0.732
3		149.5	12	0.189
4		153	8	0.129
5		292	2	0.062
6		148	2	0.031
			Total:	**2.15**

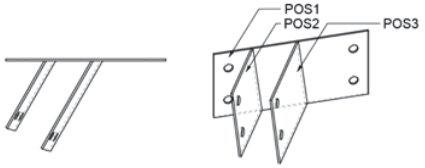
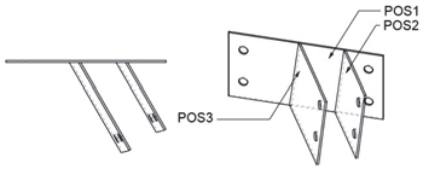
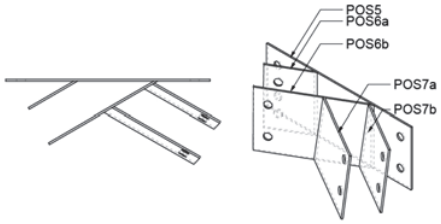
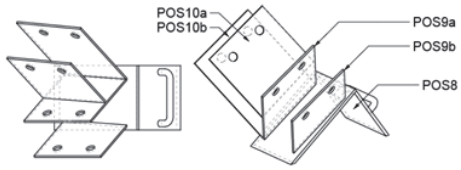
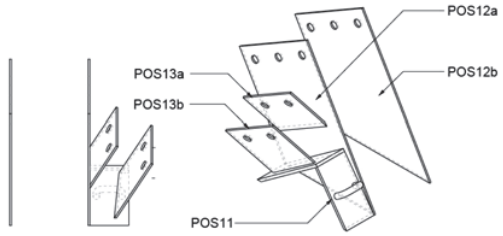
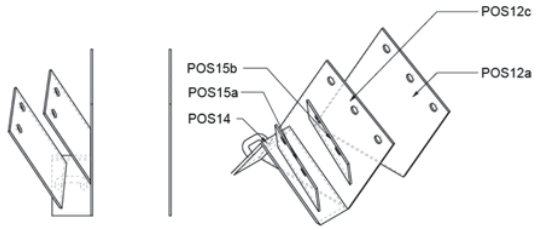
The structure has six types of joints based on their position inside the structure: two types of lamellae joints, the arch and the lamellae joints, the support joints and two types of arch and lamella support joints. The dimensions of the steel plates depended on the position of the node and its geometry, as well as the position of the bolts according to technical regulations (Table 2). The width of the steel plates was 3 mm for all of the joints, except for the supports made from 5 mm thick steel plates. The used bolts were M12, class 5.6.

The majority of the lamellae belong to types 1 and 2 (Table 1) where the bevelling of the lamellae shows that they are mirrored one in reference to the other. Other types of lamellae are derived from types 1 and 2. The same goes for the joints.

3.3. Construction of the Physical Model

The prefabrication of the elements preceded the construction of the designed timber lamella vault. The base for lamellae was made from an arched glued laminated timber beam, with an arch radius of 844 cm and outer edge length of 630 cm. In order to have 81 lamellae, 35 base arches needed to be made. The gable three-hinged arches were made from four equal arched glued laminated timber beams, with an arch radius of 635 cm and an outer edge length of 680 cm. Steel plate joints were prefabricated in a workshop according to the design, out of 3 mm and 5 mm steel plates with mechanically predrilled holes for bolts. The anchor plates were made from 10 mm thick steel plates.

Table 2. Specification of steel joints.

Type		Number of Joints	Total Volume for the Type [m^3]	Total Weight for the Type [kg]
1		70	0.0132	103.620
2		48	0.00904	70.964
3		8	0.00249	19.547
4		12	0.00391	30.694
5		2	0.000855	6.712
6		2	0.000855	6.712
			Total:	**238.25**

The construction of the lamella vault started with the placement and levelling of the anchor plates, anchored to the ground with M16 anchor bolts. Support joints were welded to anchor plates at the designed positions to provide a good starting point for mounting timber elements. The shaping and placement of three-hinged arches was the next step. The gable arches were measured and shaped on the ground, connected with steel plates at the hinge, and then lifted and placed into the supports. The positions of the joints for the lamella and the arch were measured and marked. The joints were then mounted to the

three-hinged arch. To achieve the stability of the gable arch, the first lamellae needed to be placed near the arch supports, as presented in Figure 13. The construction layout dictated the sequence of the lamellae assembly, starting from one gable to the next, forming one bay at a time in order to check the dimensions and the positions of the lamellae and the joints. The described process of bay-by-bay construction was presented as the best manner of construction for a lamella vault [10].

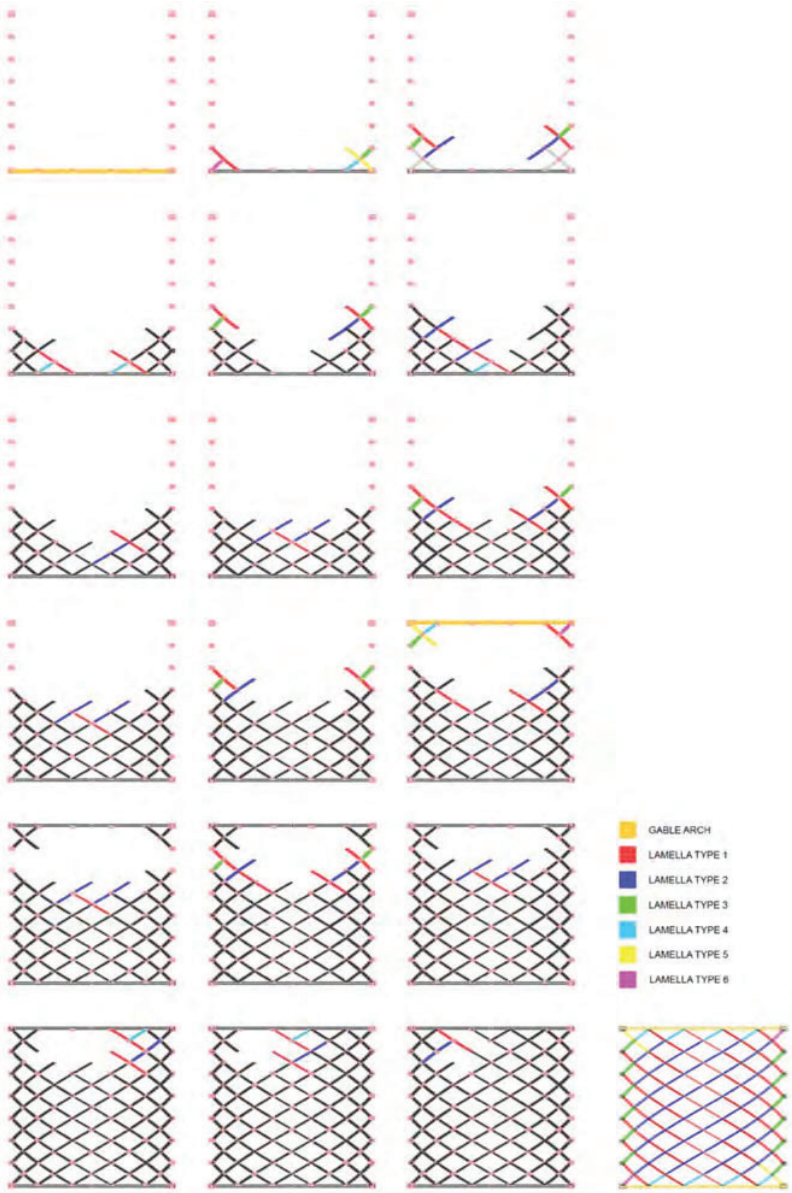


Figure 13. A diagram of the construction process of the physical model.

The base arches for the lamellae were delivered to the building site where they were measured and bevelled according to the specifications. During the construction, it was concluded that the base arches tended to elongate because of high temperatures, so the position of the joints had to be measured according to the triangle between the edge joints and the middle one. The joints were mounted onto the middle of each lamella on the ground. The lamellae would be then placed at the designed position in the structure and controlled by the position of the stings marking the height of the nodes. The lamellae

would be temporarily secured with screws until the whole bay was positioned, after which the holes for the bolts would be drilled and the bolts mounted.

At the beginning of the construction, there was a need for additional supports, since the structure was very unstable. With the increase of the bays, the structure began to adapt to the cylinder shape. The larger number of lamellae showed that every other lamella reinforced the previous one and set its position in the structure. This was observed as a successive relief in the construction process right after the construction of the first bay, and it was confirmed after half of the structure was constructed.

The construction experience contributed to a better understanding of the timber lamella vault. Conclusions were drawn regarding the method of assembly and the preparation of the structural elements. This experience also opened questions related to the modification of the structure.

The construction process and the physical model are shown in Figure 14.



Figure 14. Photo of the construction process and the physical model in detail.

4. Discussion

Lamella structures are a specific type of spatial structure primarily because of their diamond pattern. They have the advantage of the uniformity of elements, leading to an economical structure that is easily assembled. This pattern creates an unstable system if no additional structural elements are applied. One of the ways to solve this problem is to form moment connections between lamellae. In order to design a lamella structure, the geometry must be precisely defined.

The original joint has a large moment of eccentricity compared to the other types of joints and the load capacity of the bolts connecting the three lamellae at the node is much smaller [12,26]. Throughout the years, engineers have suggested a modification of the original joint and have designed a joint with all three lamellae axes intersecting at the node, thus eliminating the eccentricity [20,21,26]. The proposed joints are usually designed with steel plates, having a greater loading capacity than the original one. The geometrical design and the prototype presented in this paper are for the lamella structure where all lamellae axes intersect at the node, and the eccentricity is eliminated.

The chosen geometry of the lamella structure in this paper is a lamella vault. The diamond pattern is applied to the envelope of the right circular cylinder. The material of the lamellae is timber, and the joints are formed out of steel plates bolted to the lamellae.

The discussion in this paper is led by the following criteria:

1. The geometry of the structure must provide uniformity of all structural elements.
2. The lamellae must intersect at the nodes to reduce the eccentricity of the joints.
3. The construction must be simple and performed in a short period.
4. The designed structure must be economical.

The criteria are derived from the advantages of historical lamella structures, which must not be damaged by the modification of the structure.

The geometrical design of the lamella vault was approached using the graphical method and the numerical method. The numerical method for geometrical design opens the possibility of easy modification of set parameters. The diamond pattern of the lamellae can be applied to any type of surface by following the methodology shown in Section 2.2. The authors' numerical method presents a further observation of the specific pattern of lamellae and gives the possibility of adaptation, which would include the interchangeability of the original connection—one lamella connects to the middle of the next one from the other direction. The presented parametric equations can also be used for 3D modelling in different software plug-ins, such as Grasshopper for Rhino. This enables the fast and precise design of the geometrical model [15,16,19]. For the physical model, the axis curves of the lamellae would have to be optimised. The parametric definition of the helix, even for an infinitesimal segment, gives a spatial curve, so it is necessary to modify it into a planar curve—an arch that will define the axis of the lamella for the construction. One of the graphical methods has shown this modification. The presented graphical methods have shown two possible approaches to geometric design: (1) from lamella to the whole structure and (2) from the whole to the lamella. The analysis has shown that the right process of design is the second one and both graphical methods that followed this process have proven successful.

The method of pattern projection to the cylinder surface creates a reasonable structure with all vertical lamellae that intersect at the nodes. This geometry does not fulfil the first criteria since there are numerous sets of uniform lamellae, depending on the density of the structural pattern. This could be overcome by the production of lamellae on a CNC machine, thus reducing the prefabrication time. The number of joint sets would be the same as the number of lamellae sets, so a simple joint must be designed to be easily modified for different angles in the structure. If the elements were to be mass-produced, this structure would have complied with all the criteria except the first one.

The method of division of the cylinder surface into equal parts was applied to the design of the physical model of the lamella vault. This method gives a uniform structure with six types of lamellae and the corresponding joints, no matter the density of the pattern

since the types of the elements depend on their position in the structure. The differences among lamellae are created because of different angles for bevelling, which also influences the angles in the joints. Types 1 and 2 are mirrored elements, which are the consequence of the diamond pattern and the angles of 60° and 120°. The number of types could be reduced for one if the pattern was created with 90° angles. This proves that the structure fulfils the first two criteria. The only problem with this structure is the rotation of lamellae at the nodes because the axes of the lamellae intersect at the nodes.

In historical lamella structures, the rotation/translation of the lamellae was applied in the horizontal plane to have all lamellae vertical to the floor [13]. This resulted in a variety of joints that had large moments of eccentricity, since the lamellae do not intersect at the nodes, but the criteria for uniform elements was fulfilled. The advantage of Junkers' structure, over the ones of Zollinger and Hünnebeck, was that all the joint elements were the same. In comparison to these structures, the designed joint for the presented physical model has reduced the eccentricity in the node, leaving the axes of lamellae to intersect. On the other hand, the rotation of the lamellae appears in the vertical plane, making a torsional movement around the axis, so they are not vertical in relation to the floor. The rotation of the lamellae at the node is the consequence of the approximation of the arched axis of the lamella corresponding to the helix curve, as presented in Sections 2.1.3 and 2.2. This rotation of the lamellae demands further shaping after the construction is finished, to provide a continuous surface, as it would be for the vertically placed lamellae.

The construction of the physical model for the timber lamella vault with a 10.75 m span and a length of 10.5 m lasted seven days with only three workers. The hypothesis is that five workers would finish the construction in a smaller amount of time, thus also fulfilling the third criterion. The number of workers and the period of construction affect the economy of the structure [27], i.e., the cost of construction is reduced for a small number of workers and the short construction time. In comparison to standardised timber vaults, this structure is not economical because all the elements are specially designed only for this structure, while standardised vaults use mass-produced elements.

The discussion and analysis of the presented geometry of timber lamella vaults still leave an open question for choosing the best way to design a lamella structure, thus giving the designer the possibility to adapt the structure to its needs.

5. Conclusions

The presented research shows the problems of the geometrical design of timber lamella vaults. The diamond pattern of the lamellae is applied to the right circular cylinder envelope with the idea to explore different methodologies for geometrical design that could be replicated on any type of surface. The physical model of the structure has presented problems that emerge during the construction, contributing to the thorough analysis from design to execution.

The conclusions about the geometry of timber lamella vaults are drawn as follows:

- The graphical geometrical design method needs to follow the process of design from the whole to the lamella to obtain the correct geometry with as many possible uniform elements.
- The graphical method following the process of projection of the pattern to the cylinder surface gives various sets of uniform elements—lamellae and the corresponding joints—leaving them vertical to the floor plan. This process is easily replicated and the lamellae pattern is easily modified to meet designers' needs.
- The graphical method of the division of the cylinder surface into equal parts results in the most uniform elements. The lamellae are rotated around their longitudinal axis, so they are not vertical to the floor plan.
- The smallest possible number of element types is five for timber lamella vaults where the axes of lamellae intersect at the nodes. This can be achieved only for the 90° angle between the lamellae, that is, for the square pattern of lamellae.

- The geometrical design approach using the numerical method gives parametric equations that are easily modified in 3D modelling software to meet designers' needs.

The presented geometrical analysis and physical model of a timber lamella vault have shown the adaptability of lamella structures and the possibility to use them in different contemporary architectural projects.

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Design and Analysis of

Timber Lamella Segmental Arches

by

Glenn Frazee

A Report Submitted to the Faculty of the

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Abstract

A lamella roof offers a unique architectural feature in its interwoven network of timbers. As a roof system, the stiffness created by the interlocking members results in a curved roof that uses less material than a traditional rafter and purlin design. The goal of this paper is for the reader to be able to create a preliminary design of a lamella roof that will be strong enough to withstand the loads stipulated by the most current ASCE 7-10 Minimum Design Loads for Buildings and Other Structures. This design is facilitated by load tables developed by the author using the finite element method and connection tables in compliance with the National Design Specification for Wood Construction 2005 Edition using the Allowable Stress Design (ASD) procedure. In reality, the values used for this preliminary design will give a conservative design that could most likely be lightened with a more in-depth structural analysis. Testing on a steel lamella model shows inconclusive results when compared to those predicted by the load table program developed by the author and should be investigated further.

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Nomenclature

Symbols

a = one-half span of arch (von Kármán method only)

A = area

A = vertical reaction (Scofield method only)

b = breadth or thickness of lumber section

B = vertical reaction #2 (Scofield method only, used if reactions are unbalanced)

C_e = exposure factor

C_s = slope factor

C_t = thermal factor

d = dead load (Scofield Method only)

d = depth of lumber section

D = axial thrust in lamella arch

E = Young's modulus (modulus of elasticity)

f = rise of arch (von Kármán method only)

$\tilde{f}$ = beam element forces vector

$\tilde{F}$ = combined forces vector

I = moment of inertia about the X-X axis

$\tilde{k}$ = beam element stiffness matrix

$\tilde{K}$ = combined stiffness matrix

ℓ = length of lamella between top bolt centers

$\ell_{c\text{-}c}$ = center-to-center length of lamella

L_r = construction live load

n = number of lamellas in the span of an arch

p = live load per unit length of horizontal projection (von Kármán method only)

p_g = ground snow load

p_f = flat roof snow load

q = dead load per unit length of arc (von Kármán method only)

r = Rise-to-Span ratio (T/S)

R = radius of curvature of lamella arch

s = snow load (Scofield method only)

s = shift of lamella connection

S = span of lamella arch

S_b = balanced snow load

S_u = unbalanced snow load

S_{xx} = section modulus about the X-X axis

T = rise of lamella arch

$\tilde{u}$ = beam element displacement matrix

$\tilde{U}$ = combined displacement matrix

W = wind load (Scofield method only)

x = distance measured from arch line of symmetry, distance from origin

θ = skew angle (or angle of inclination) of transverse lamella arches

Abbreviations

AISC	American Institute of Steel Construction
ASCE	American Society of Civil Engineers
DL	Dead Load (Gravity Load)
FEA	finite element analysis
LL	Live Load (Gravity Load)
mph	miles per hour
NDS	National Design Specification
plf	pounds per lineal foot
psf	pounds per square foot
SL	Snow Load (Gravity Load)
WL	Wind Load

Glossary

Rise – Height of curved roof from springing points to apex

Span – Clear distance covered by a roof

Springing Point – Hinging point in a two-pinned arch

Thrust – Force on a lamella parallel to its long dimension

1 Introduction

A lamella roof is made up of a series of intersecting skewed arches, each arch made up of smaller individual pieces called lamellas. These skewed arches come together to form a curved roof profile. J. S. Allen puts it well:

> The timber arched roof was made up of relatively short timbers referred to as 'lamellas' varying in thickness and depth depending upon the span but identical for any given span. These lamellas are curved on their top edges and beveled at the ends which are radial to the curvature and are bolted together on edge with the curved side uppermost, to form a rhomboid network of framing timbers. In this manner the external surface of the roof takes up the arched form [1].

Figure 1 displays the recently completed Hale County Animal Shelter, a project designed and constructed by the Rural Studio of Auburn University. Easily visible are the individual lamella pieces and the rhomboid patterns they create. The tops are cut to fit the curved profile of the roof. Connection details will be discussed later.



Figure 1 - Hale County Animal Shelter [2].

Figure 2 shows four different configurations for a lamella roof. This paper will focus on the segmental arch, where the profile of the roof follows a segment of a circle rather than a parabola or a gothic arch [3].

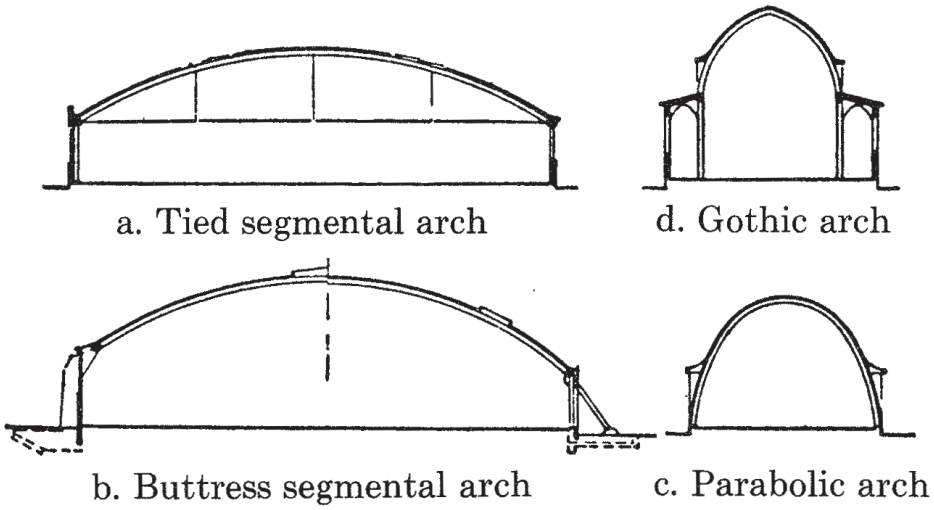


Figure 2 - Types of Lamella Roofs [3].

End support conditions, such as the tied arch or the buttressed arch, account for the resulting horizontal thrust in the springing ends of the arch [4]. While such supports should be taken into consideration in the roof design, it is beyond the scope of this project to delve into the different design calculations pertaining to each.

1.1 History of Lamella Construction

Lamella construction originated from the German architect Friedrich Zollinger (Figure 3) around 1920. Zollinger was appointed Town Building Advisor at Merseburg/Saale in 1918 at a time when Merseburg was experiencing a housing crunch [1].



Figure 3 - Friedrich Zollinger [5].

Because of the new ammonia factories and coal mines, thousands of workers moved to the city for work. Unsurprisingly, no new houses were built during World War I and there was a housing shortage for the new workers [1].

To solve this problem, architects of the time improved upon existing ideas or created new building techniques [5]. Zollinger created the "Zollbau Lamellen Dach" system, which utilized precast concrete panels and gothic arched roofs to create dwellings. He created the Merseburg Building Company which then went on to build over 1,250 apartments. Interestingly, the Zollbau method also encouraged the tenants of these flats to help out with construction and, given the assembly-line nature of the method, this was easy to achieve [1]. The Merseburg Building Company acquired material and land for the "self-help settlers" and also looked after the planning and organization of construction projects [5].

Zollinger applied for and received patents in Germany (1921), Australia (1922), and in the United Kingdom (1923). His patent documents show roofs using gothic arches and

"a number of similar curved or straight wood, iron, or reinforced concrete units, bars, or battens" [1]. Figure 4 shows a drawing of a typical house built with the Zollbau method.

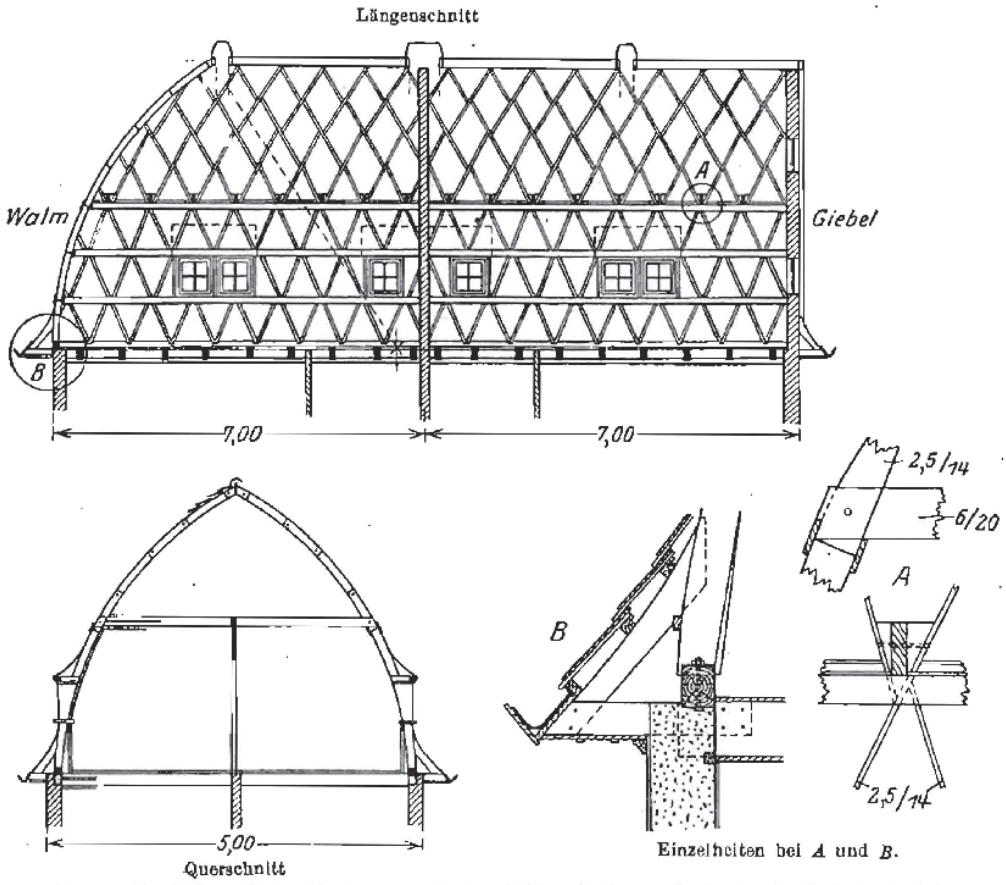


Abb. 283. Dach eines Einfamilienhauses nach dem Zollbau-System (mit eingebauter Zwischendecke).

Figure 4 - Lamella Roof Using the Zollbau Method [6].

Over time Zollinger refined his Zollbau method for larger spans, such as for churches, schools, and large halls. The idea caught on in Europe and was used widely for arched roofs [1]. In 1925, the idea spread to America as well [3].

1.2 Previous Roof Failures

Due to the curve of the lamella roof, these structures are susceptible to failure from high wind loads. In 1926, hurricane winds caused the destruction of two lamella buildings in

Florida with one roof being torn off completely and deposited upside-down a few hundred feet away [1, 7].

Lamella roof construction was principally in use from its introduction by Zollinger up until the 1940s, with construction mostly halted because of wind failures. Engineers at the time used a wind load of 10 psf on the vertical projection for normal wind areas and 37.5 psf for high-wind regions. The latter wind pressure correlated with a 130 mph wind speed, the highest measured in that era [1].

In modern times, the wind loads on a curved roof are better known thanks to modern wind tunnel testing and computer simulations. It is now known that wind flowing over a curved roof creates uplift (similar to an aircraft wing), not simply a uniform horizontal load on the vertical projection. This creates a very different loading condition than the horizontal load which could potentially explain the failures of some lamella roofs in the first half of the 1900s.

2 Fabrication of Lamella Pieces

The advantage of the circular segmental lamella arch is that a lamella cut to fit the curve of the arch will fit anywhere on the arch. Because of this, if one creates a template for a lamella on the arch, this same template can be used for every lamella. The only difference is due to the right and left skew of the intersecting arches. Depending on the skew, the bevels on the lamella ends will have to be cut one way or the other. The left- and right-hand lamellas are mirror copies of each other, however. Figure 5 illustrates the difference in the left- and right-handed lamellas in that the bevel angles change direction based on the direction of skew.

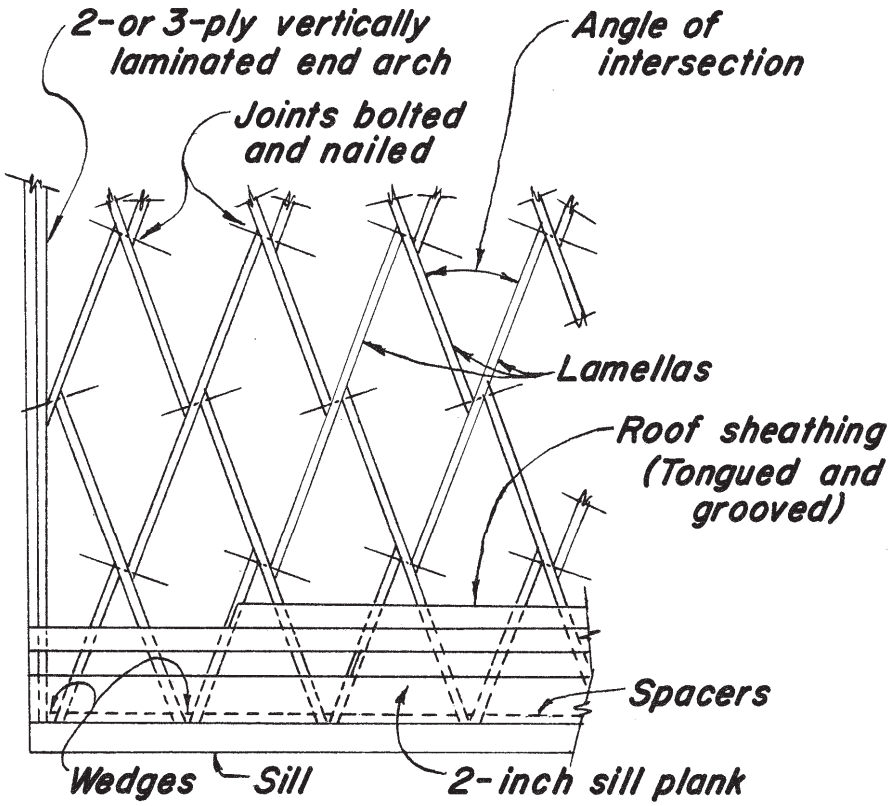


Figure 5 - Lamella Roof Plan View [3].

The designer most likely will know two properties of the arch: its span, *S,* and its rise, *T*. From this information, one can find the radius, *R* [8]:

$$R = \frac{4T^2 + S^2}{8T}. \tag{1}$$

Since the roof arch is circular, skewing the arch results in a lamella arch that follows an elliptical curve [4]. If the radius of the circular roof arch is given by *R* and the skew of the lamella arches is given by θ, the minor axis of the elliptical path the lamella arches follow has a length of *2R* and the length of the major axis would be given by

$$\ell_{major} = \frac{2R}{\cos\theta}. \tag{2}$$

The length of the individual lamella planks is a function of the load capacity of the plank, the curvature of the roof, and the general aesthetics of the roof design. Depending on the loading conditions of the roof, lamella sizes may need to be chosen based off of the load resistance capacity of the board cross-section.

A smaller radius of curvature of the roof limits the length that a lamella plank can reach depending on its depth. A board with a shallower depth will need to be shorter so that cutting out the curvature of the roof on the top of the plank still leaves enough depth on the ends for adequate connection detailing. Figure 6 depicts this relationship.

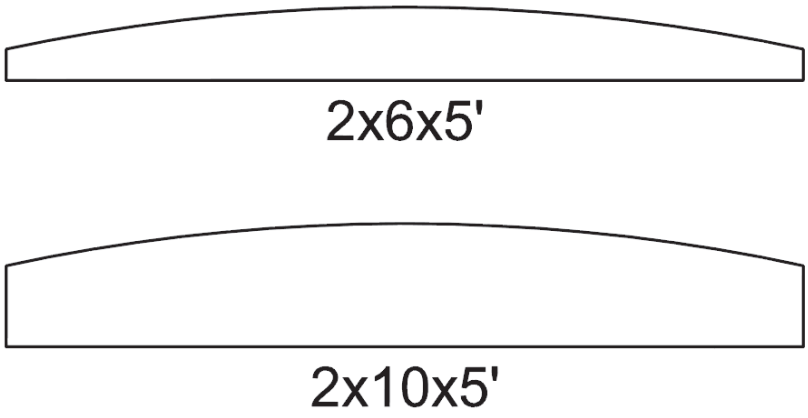


Figure 6 - Lamella Planks with a Radius of Curvature of 12 Feet.

From Figure 6, one can see that the 2x6 plank would not have adequate space on the ends for proper connection detailing while the 2x10 example with the same top radius of curvature would.

Several maximum length tables were developed by the author based on connection detailing considerations. These tables can be found in Appendix B pages 133-142. Section 2.1.1 delves into the connection considerations in more detail.

In designing for aesthetics, having too few boards making up the arch of the lamella roof would appear clunky, boxy, and awkward. Figure 7 illustrates this situation. The inside of the roof appears more angular and harsh and the lamellas themselves are hulking and ungainly. However, this roof uses less lamellas, requiring fewer connections and less labor to install. Also, since the spacing between lamellas increases, the load that each lamella takes on increases, necessitating an increase in size.

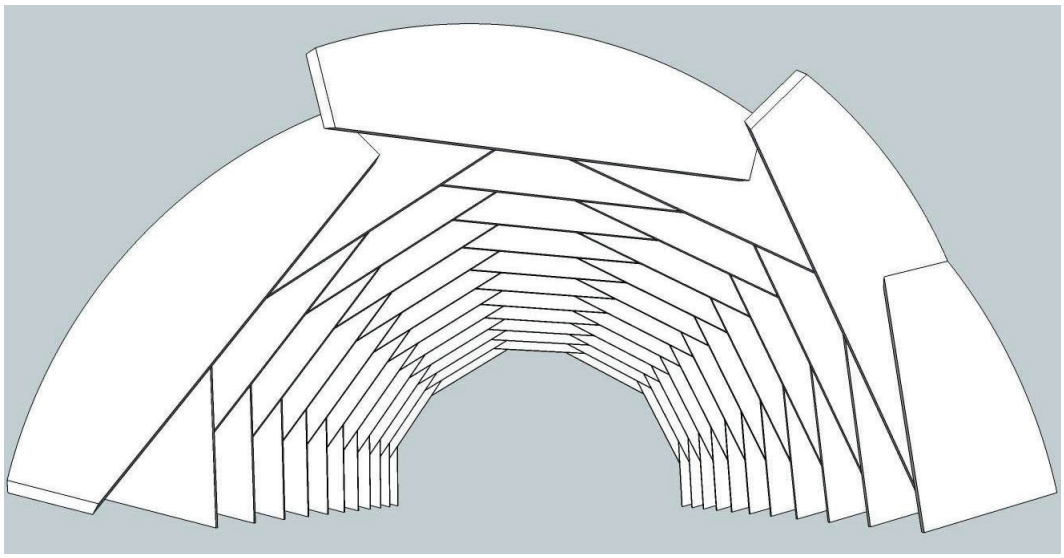


Figure 7 - Three Lamellas Per Arch.

Increasing the number of lamellas per arch makes for a more aesthetically pleasing roof structure. Figure 8 is an image of a lamella roof with nine lamellas per arch. Instead of the roof feeling boxy, the curves are more flowing and the lamellas themselves are more elegant and lithe. Less ceiling space is wasted with the extra depth of the deeper members from Figure 7, resulting in an eye-pleasing ceiling.

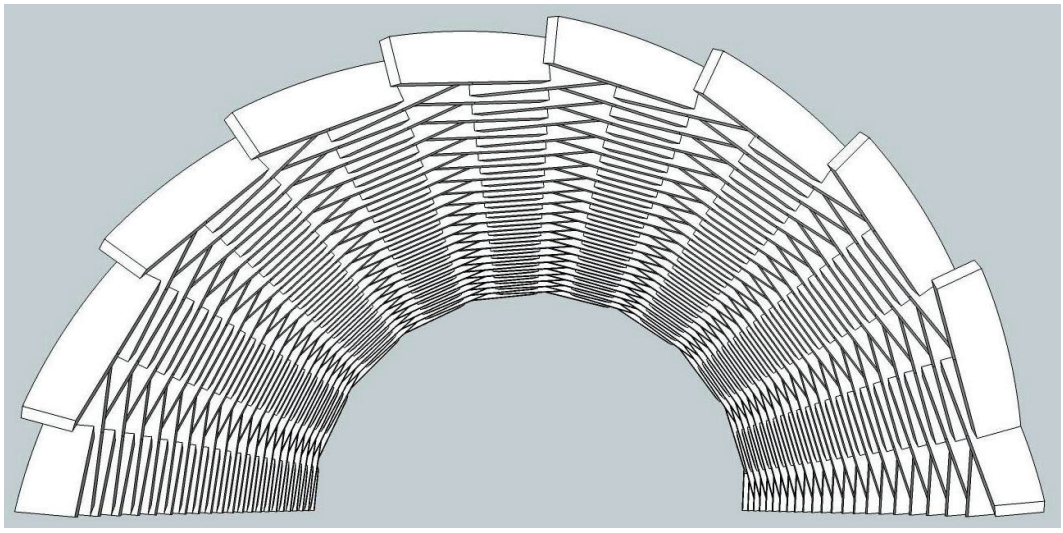


Figure 8 - Nine Lamellas Per Arch.

The number of lamellas per arch is up to the designer, though there is an upward bound on the number of lamellas that can fit into one arch. While having more planks per curve would reduce the spacing between them, resulting in lower loads per lamella which could reduce the necessary cross-section, this trade off may not be cost effective. The trick is finding the right balance between aesthetics and constructability.

2.1 Template Creation

Since the lamellas are essentially modular and can be used anywhere on the roof, creating a cut template is the most efficient means of mass-producing the lamellas. The following sections will further explain the parameters that go into the template creation.

2.1.1 Connection Requirements

Connections in lamella structures are generally handled by bolts or nails or some combination thereof. Depending on the size of the members, specially-made connection plates can also be used [3]. Figure 9 shows the two connection types.

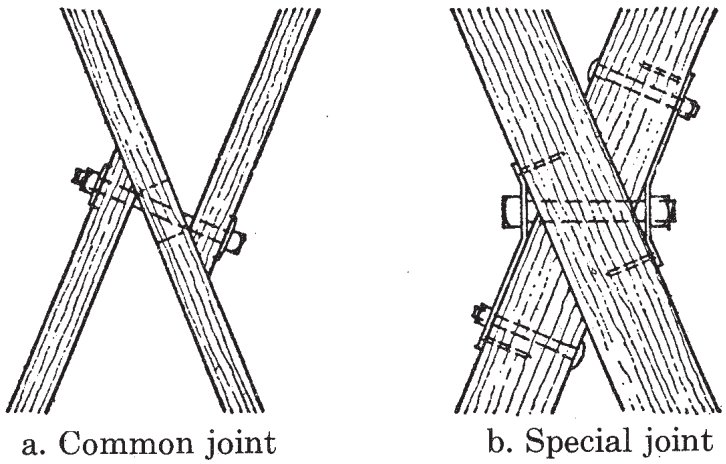


Figure 9 - Example Lamella Connections [3].

Generally, the connection detail labeled “Special joint” in Figure 9 is used for material thicknesses greater than three inches nominal [1]. These allow for the load paths in the lamellas to follow a concentric path which reduces the forces in the connections and the lamellas themselves, as opposed to the eccentric connection of the “Common joint.” Having the connection detail of the “Special joint” simplifies the connection to a simple compression connection [9]. Due to the fact that these types of connections need to be specially fabricated and engineered for each project, their design is beyond the scope of this project.

The National Design Specification for Wood Construction (NDS) specifies certain conditions that must be met for wood connections. The direction of the load path through the connection dictates the edge and end distances as well as bolt spacing. These conditions are tabulated in Tables 11.5.1A, 11.5.1B, 11.5.1C, and 11.5.1D of the NDS 2005 Specification, which are displayed in the Appendix A page 130-131 as well as in the rest of the section. These tables give the distances in a multiple of the connector dowel diameter, *D*.

Table 11.5.1A, shown in Figure 10, dictates the edge distance requirements. Though the primary load path is axial compression, there is still a bit of shear perpendicular to grain that must be accounted for.

Table 11.5.1A Edge Distance Requirements [1,2]

Direction of Loading	Minimum Edge Distance
Parallel to Grain:	
when ℓ/D ≤ 6	1.5D
when ℓ/D > 6	1.5D or ½ the spacing between rows, whichever is greater
Perpendicular to Grain:[2]	
loaded edge	4D
unloaded edge	1.5D

1. The ℓ/D ratio used to determine the minimum edge distance shall be the lesser of:
   (a) length of fastener in wood main member/D = ℓ_m/D
   (b) total length of fastener in wood side member(s)/D = ℓ_s/D
2. Heavy or medium concentrated loads shall not be suspended below the neutral axis of a single sawn lumber or structural glued laminated timber beam except where mechanical or equivalent reinforcement is provided to resist tension stresses perpendicular to grain (see 3.8.2 and 10.1.3).

Figure 10 - Connection Edge Distance Requirements [10].

The loaded edge (top edge) of the lamella must have an edge distance of 4*D* while the bottom edge must have 1.5*D*. The second part of the parallel to grain consideration does not apply since the *ℓ/D* ratio will never be greater than six. A 2x member would need a bolt smaller than ¼″ for the *ℓ/D* ratio to exceed six; however, anything smaller than that would not be used in construction.

Tables 11.5.1B (Figure 11) and 11.5.1C (Figure 12) have two columns for the connection parameters. Choosing a distance from one of the columns instead of the others will affect the Geometry Factor C_Δ, which is a reduction factor used in determining dowel fastener connection strength. In order to make C_Δ equal to one, the minimum edge distances and fastener spacings must all be met.

Table 11.5.1B End Distance Requirements

Direction of Loading	End Distances: Minimum end distance for $C_\Delta = 0.5$	End Distances: Minimum end distance for $C_\Delta = 1.0$
Perpendicular to Grain	2D	4D
Parallel to Grain, Compression: (fastener bearing away from member end)	2D	4D
Parallel to Grain, Tension: (fastener bearing towards member end)		
for softwoods	3.5D	7D
for hardwoods	2.5D	5D

Figure 11 - Connection End Distance Requirements [10].

Figure 11 displays the minimum end distances to the cut end of the board. Since the primary load on the lamella connections is a perpendicular to grain load through shear and compression parallel to grain from the axial load, the top two rows of the table in Figure 11 govern. While under wind loading there may be some tension developed due to uplift of the roof, this tension force is so much smaller than the compressive force that the connection, properly designed for the compressive load, will most likely be able to resist it anyway.

Table 11.5.1C Spacing Requirements for Fasteners in a Row

Direction of Loading	Spacing: Minimum spacing	Spacing: Minimum spacing for $C_\Delta = 1.0$
Parallel to Grain	3D	4D
Perpendicular to Grain	3D	Required spacing for attached members

Figure 12 - Connection Spacing for Fasteners in a Row [10].

Understanding what “fasteners in a row” means is seen in Figure 13.

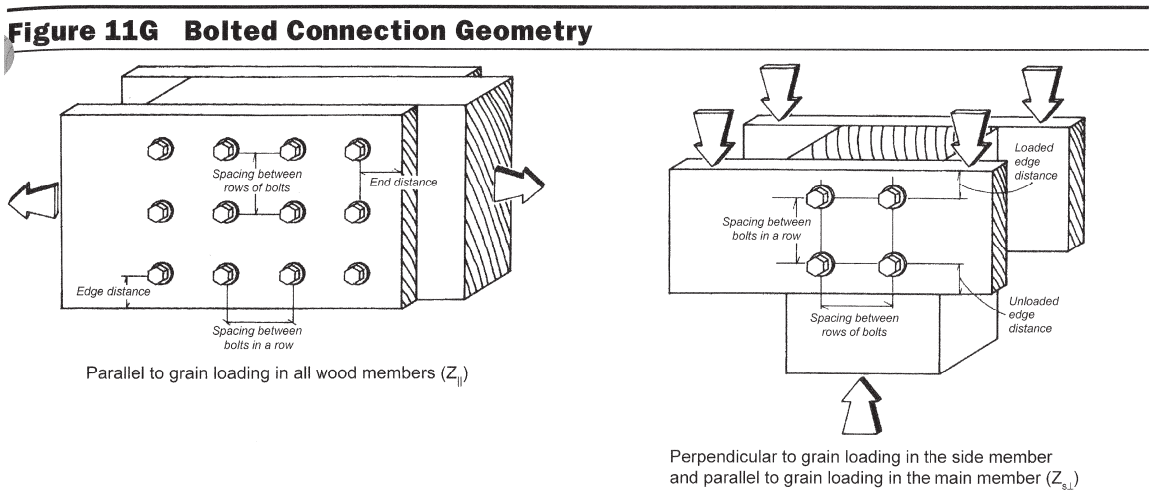


Figure 13 - Diagram of Bolt Spacing [10].

Determining “fasteners in a row” depends on the direction of load. Figure 13 shows how the direction of load changes the designation of spacing between rows and between bolts in a row. Figure 14 then shows the minimum distances for spacing between rows.

Table 11.5.1D Spacing Requirements Between Rows [1,2]

Direction of Loading	Minimum Edge Distance
Parallel to Grain:	1.5D
Perpendicular to Grain:	
when $\ell/D \leq 2$	2.5D
when $2 < \ell/D < 6$	$(5\ell + 10D) / 8$
when $\ell/D \geq 6$	5D

1. The ℓ/D ratio used to determine the minimum edge distance shall be the lesser of:
   (a) length of fastener in wood main member/D = ℓ_m/D
   (b) total length of fastener in wood side member(s)/D = ℓ_s/D
2. The spacing between outer rows of fasteners paralleling the member on a single splife plate shall not exceed 5" (see Figure 11H).

Figure 14 - Connection Spacing Between Rows [10].

Since the orientation of the row changes depending on the load path, one must take the greater of the two spacing conditions. Since the ratio of ℓ/D will never exceed six and the

next highest spacing is 4*D* from Figure 12, the spacing between bolts in the lamella connection will, at most, be four times the bolt diameter. Whether or not the $2 < \ell/D < 6$ condition from Figure 14 will apply depends on the member thickness and bolt diameter and whether or not its associated minimum spacing will be greater than 4*D*. For 2x lumber, this only happens with ¼″ bolts; because of this, using ¼″ bolts will result in having a C_Δ value of 1.0 for all cases.

Combining all of these requirements results in the following two connection details, shown in Figure 15 and Figure 16. One should note that the bolt connection line is at an angle to the perpendicular due to the geometry of the connection.

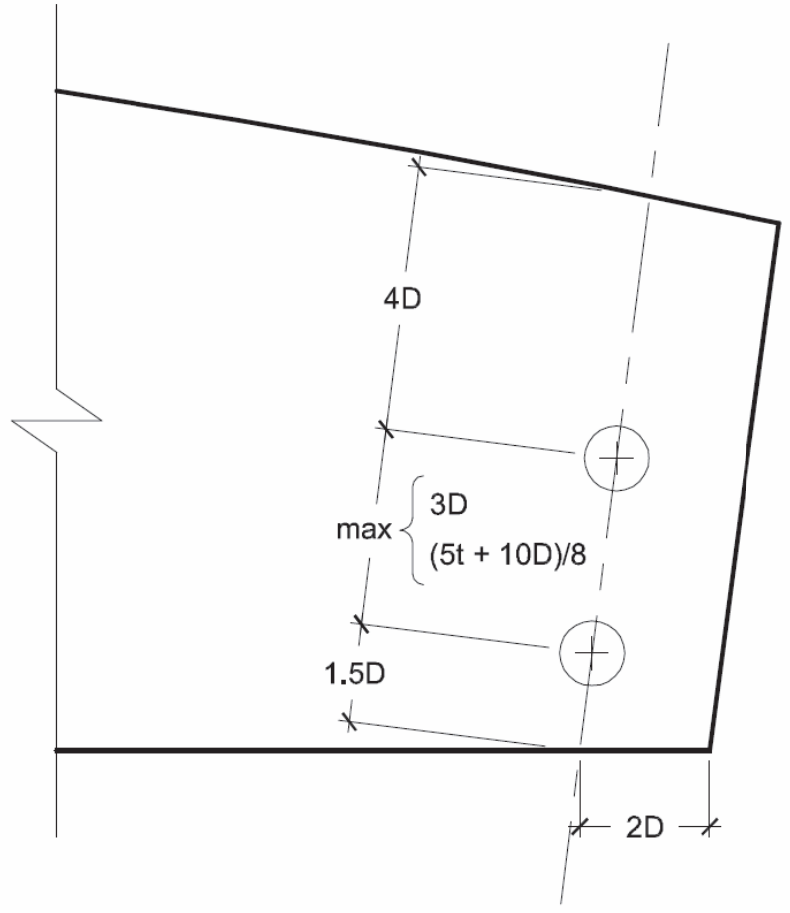


Figure 15 - Connection Detail for C_Δ = 0.5.

In most cases, the end distance requirement of 2*D* is already met or exceeded due to the bevel at the end of the lamella. Even with a bevel cut of 45°, a 2x member will still have about 2″ end distance, taking bolt diameter into consideration, adequate for even 1″ diameter bolts.

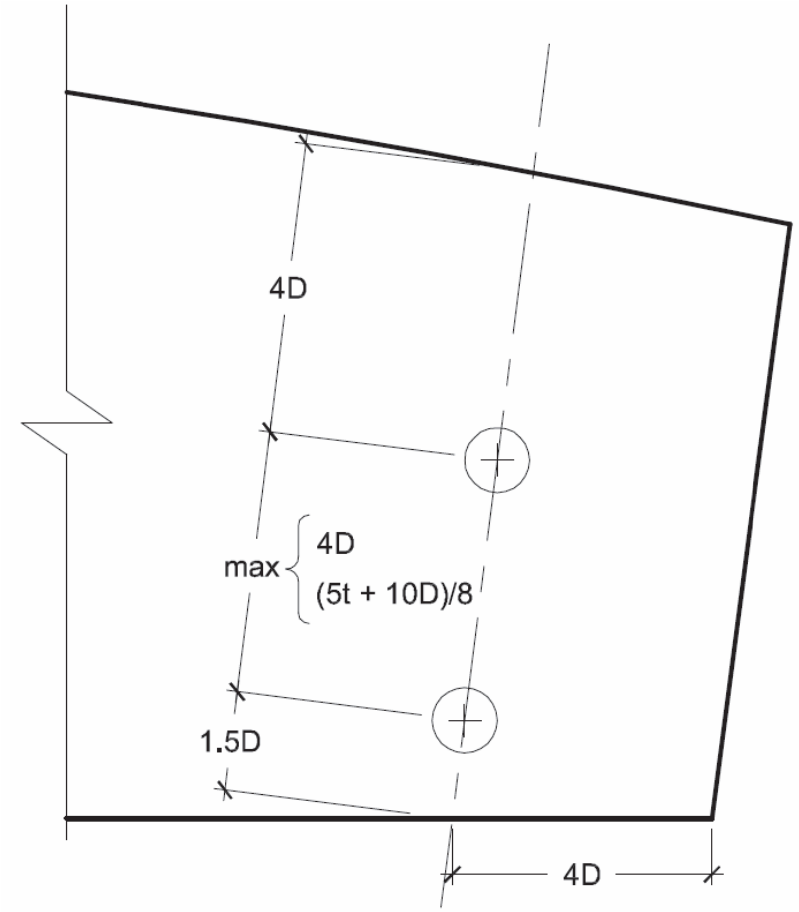


Figure 16 - Connection Detail for C_Δ = 1.0.

One may notice that the end distance requirement of 4*D* changes the geometry of the connection significantly. In order to keep the edge of the bolt on line with the end of the bevel (see Figure 17) and still comply with Figure 16, a 2x member will need bolts with a diameter equal to or smaller than one-half inch. A 3x member could have bolts as large as ⅞″ in diameter and still comply; however, 3x members would use the “Special joint”

found in Figure 9 so the spacing found in Figure 15 and Figure 16 do not apply. Because of this, only connections using bolts smaller than those just listed can use a C_{Δ} value of 1.0.

One should note that although there are only two bolts shown in the connection on Figure 15 and Figure 16, having more than two bolts is perfectly acceptable so long as the minimum spacing and end distances are met.

Also, complying with the connection detail such that $C_{\Delta} = 1.0$ necessitates increasing the member depth to accommodate the increased spacing or using a shorter lamella while keeping the same radius of curvature on the top.

In order to connect the side lamellas through the continuous lamella, the middle of each lamella must have slotted holes.

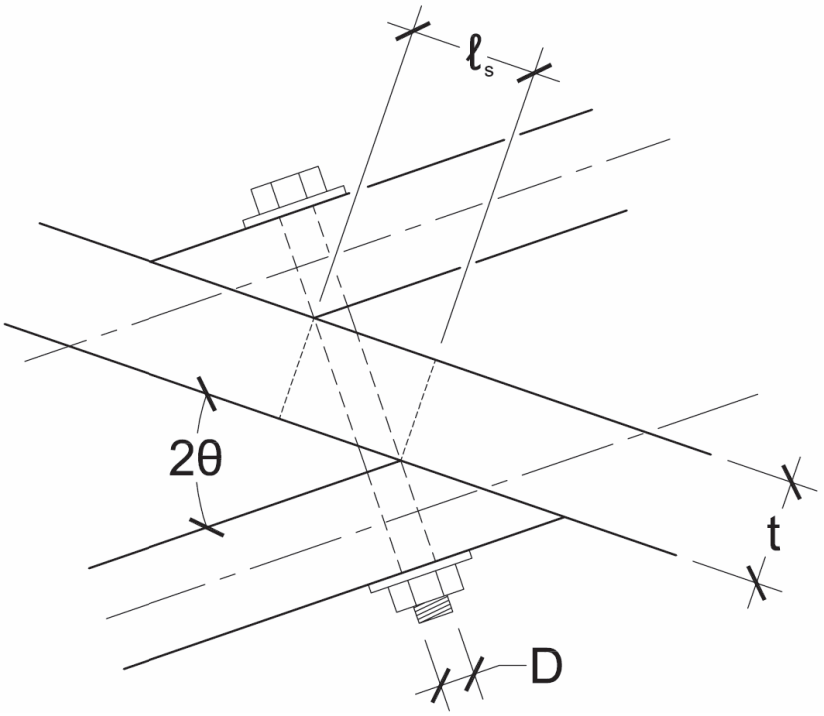


Figure 17 - Connection Slot Plan View.

The slots are located with the same spacing as the bolts. The slot length ℓ_s is

$$\ell_s = t\tan 2\theta + \frac{D}{\cos 2\theta} + 0.25''. \tag{3}$$

In the author's opinion, adding an extra quarter inch to the slot length will allow a little tolerance for fabrication error and make for easier construction.

Since the bolts on the ends can be in two configurations depending on the C_Δ value, so too can the slots. Figure 18 and Figure 19 show both configurations. The same spacing and end distances used on the end bolt connection should be used on the slots.

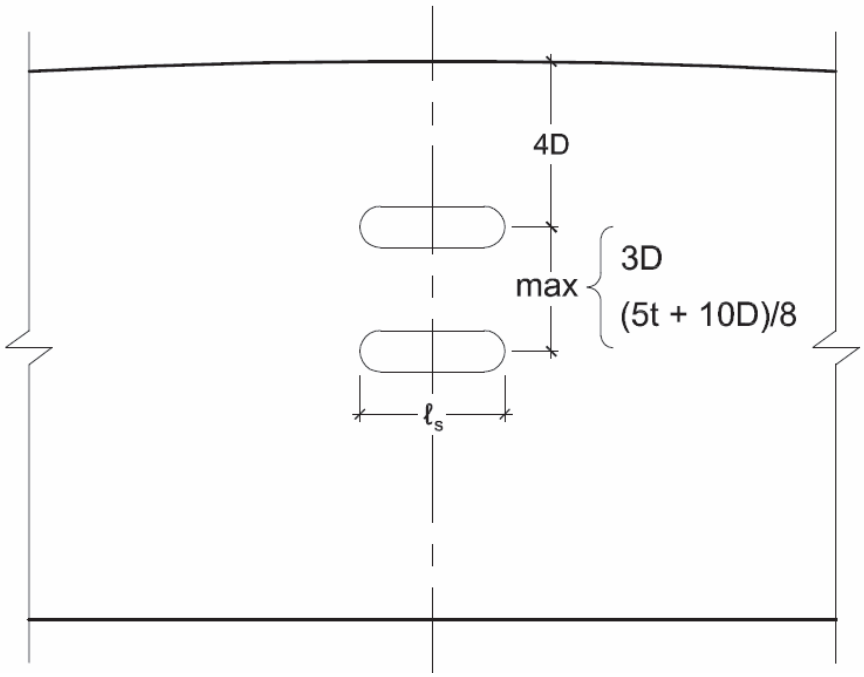


Figure 18 - Connection Slots Elevation View for C_Δ = 0.5.

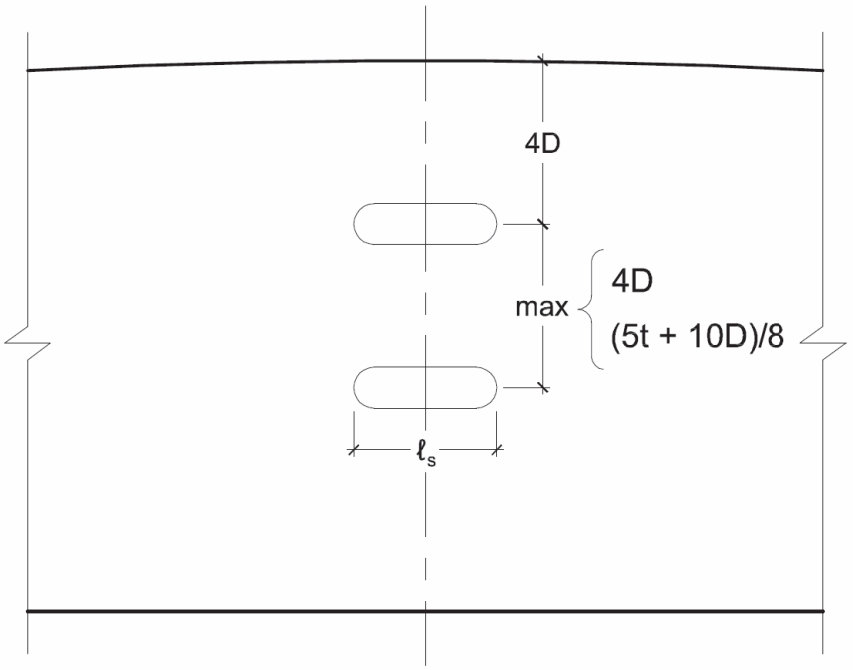


Figure 19 - Connection Slots Elevation View for C_Δ = 1.0.

2.1.2 Actual Lamella Length

The arc of the lamella roof is in itself a chord of a larger circle. Using simple trigonometry, one can find the angle β that this big arc subtends of the circle:

$$\beta = 2\arccos\left(\frac{R-T}{R}\right). \tag{4}$$

Figure 20 depicts this layout.

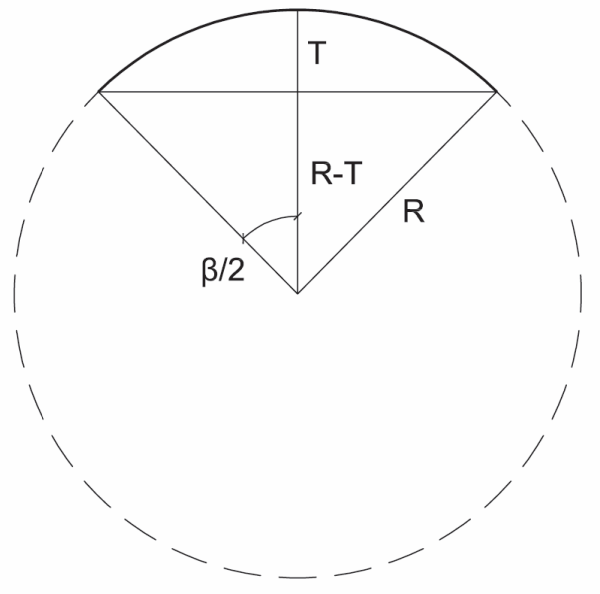


Figure 20 - Roof Arch as a Portion of a Circle.

From there, finding the length of the individual lamellas begins by choosing the number of lamellas, *n*, that the span of the roof arch. After doing so, one then divides the arch into a series of chords. The secant line between the ends of these chords is the center-to-center length of the lamella $\ell_{c\text{-}c}$, as shown in Figure 21.

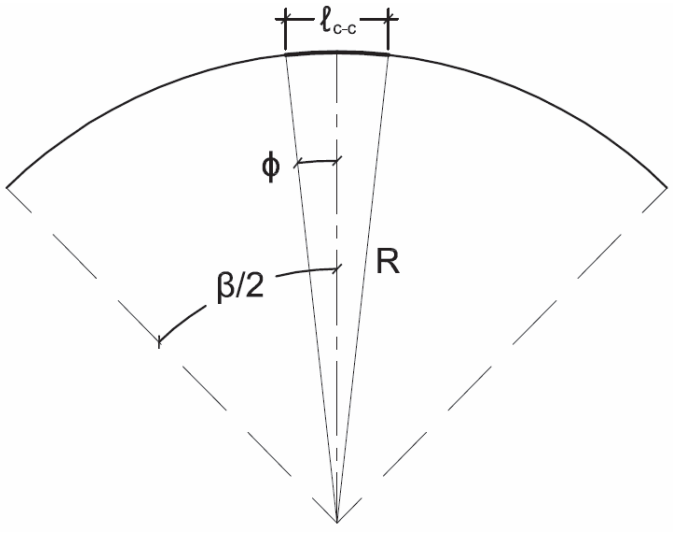


Figure 21 - Lamella as a Portion of the Roof Arch.

This secant line subtends a portion of the arc of the roof where the angle that it subtends is 2ϕ, found by

$$2\phi = \frac{\beta}{n} = \frac{2}{n}\arccos\left(\frac{R-T}{R}\right). \tag{5}$$

The center-to-center length is then found as

$$\ell_{c-c} = 2R\sin\phi. \tag{6}$$

From there, the spacing is simply

$$\text{Spacing} = \ell_{c-c}\tan\theta. \tag{7}$$

Then, the length of the lamella between bolt centerlines is

$$\ell = \frac{\ell_{c-c}}{\cos\theta} = \frac{2R\sin\phi}{\cos\theta}. \tag{8}$$

This length represents the length of the lamella from where its centerline crosses the centerline of the bolts. Combining Equations (7) and (8) results in Table 1.

Table 1 - Spacing of Lamellas with a Given Skew Angle.

Spacing of Lamellas with a Given Skew Angle								
Length	Skew Angle of Lamella Arch [θ] (deg)							
[ℓ] (ft)	19°	19.5°	20°	20.5°	21°	21.5°	22°	22.5°
3.0	0.98	1.00	1.03	1.05	1.08	1.10	1.12	1.15
3.5	1.14	1.17	1.20	1.23	1.25	1.28	1.31	1.34
4.0	1.30	1.34	1.37	1.40	1.43	1.47	1.50	1.53
4.5	1.47	1.50	1.54	1.58	1.61	1.65	1.69	1.72
5.0	1.63	1.67	1.71	1.75	1.79	1.83	1.87	1.91
5.5	1.79	1.84	1.88	1.93	1.97	2.02	2.06	2.10
6.0	1.95	2.00	2.05	2.10	2.15	2.20	2.25	2.30
6.5	2.12	2.17	2.22	2.28	2.33	2.38	2.43	2.49
7.0	2.28	2.34	2.39	2.45	2.51	2.57	2.62	2.68
7.5	2.44	2.50	2.57	2.63	2.69	2.75	2.81	2.87
8.0	2.60	2.67	2.74	2.80	2.87	2.93	3.00	3.06
8.5	2.77	2.84	2.91	2.98	3.05	3.12	3.18	3.25
9.0	2.93	3.00	3.08	3.15	3.23	3.30	3.37	3.44
9.5	3.09	3.17	3.25	3.33	3.40	3.48	3.56	3.64
10.0	3.26	3.34	3.42	3.50	3.58	3.67	3.75	3.83
10.5	3.42	3.50	3.59	3.68	3.76	3.85	3.93	4.02
11.0	3.58	3.67	3.76	3.85	3.94	4.03	4.12	4.21
11.5	3.74	3.84	3.93	4.03	4.12	4.21	4.31	4.40
12.0	3.91	4.01	4.10	4.20	4.30	4.40	4.50	4.59
12.5	4.07	4.17	4.28	4.38	4.48	4.58	4.68	4.78
13.0	4.23	4.34	4.45	4.55	4.66	4.76	4.87	4.97
13.5	4.40	4.51	4.62	4.73	4.84	4.95	5.06	5.17
14.0	4.56	4.67	4.79	4.90	5.02	5.13	5.24	5.36
14.5	4.72	4.84	4.96	5.08	5.20	5.31	5.43	5.55
15.0	4.88	5.01	5.13	5.25	5.38	5.50	5.62	5.74
15.5	5.05	5.17	5.30	5.43	5.55	5.68	5.81	5.93
16.0	5.21	5.34	5.47	5.60	5.73	5.86	5.99	6.12
16.5	5.37	5.51	5.64	5.78	5.91	6.05	6.18	6.31
17.0	5.53	5.67	5.81	5.95	6.09	6.23	6.37	6.51
17.5	5.70	5.84	5.99	6.13	6.27	6.41	6.56	6.70
18.0	5.86	6.01	6.16	6.30	6.45	6.60	6.74	6.89
18.5	6.02	6.18	6.33	6.48	6.63	6.78	6.93	7.08
19.0	6.19	6.34	6.50	6.65	6.81	6.96	7.12	7.27
19.5	6.35	6.51	6.67	6.83	6.99	7.15	7.30	7.46
20.0	6.51	6.68	6.84	7.00	7.17	7.33	7.49	7.65

Figure 22 shows a plan view of this situation while Figure 23 shows a detailed view.

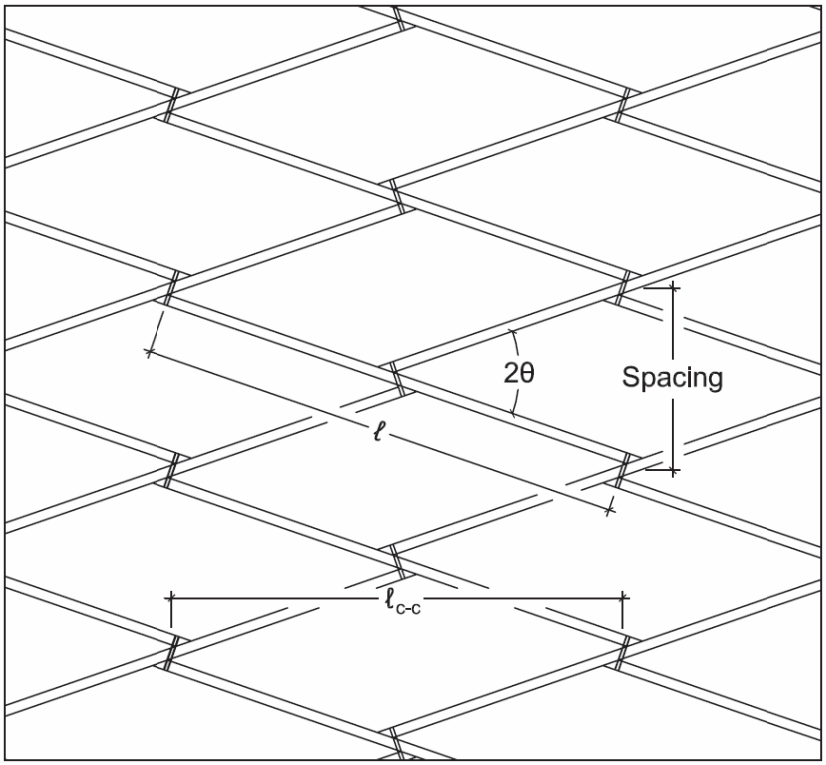


Figure 22 - Lamella Length and Spacing.

Since the lamellas are connected eccentrically, their length must be adjusted to take the eccentricity into account. The center-to-center length of the lamella is found by the designer by using Equation (6) and is used for calculations (see Section 5.2). The additional length is a function of the skew of the lamella arches, the diameter of the bolts, and the thickness of the lamellas themselves.

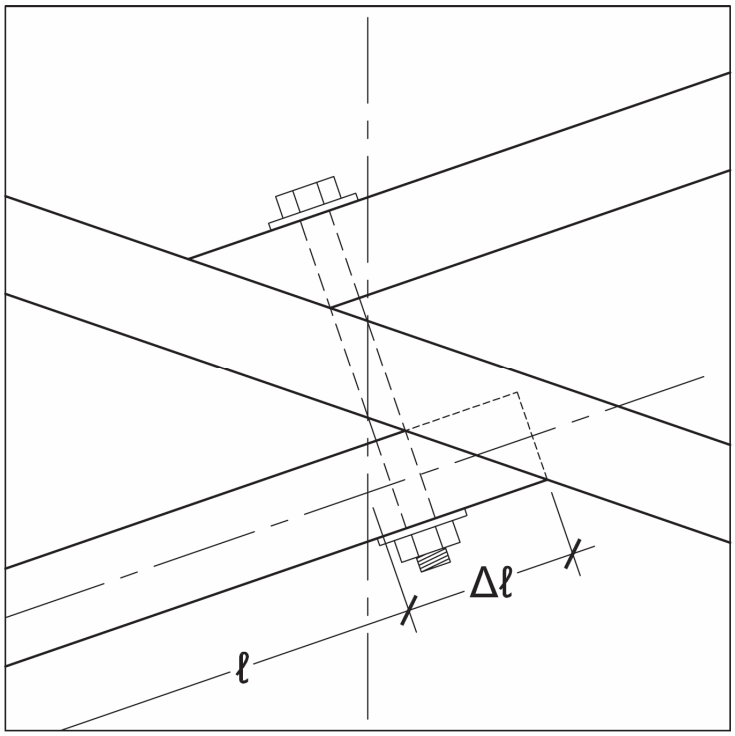


Figure 23 - Additional Length Due to Eccentricity.

This additional length, $\Delta\ell$, can be found through simple trigonometry, though the derivation is somewhat lengthy and thus omitted:

$$\Delta\ell = \frac{1}{2}\left[\frac{t + 2D\tan 2\theta}{2\sin\theta\cos\theta} + \frac{t}{\tan 2\theta}\right]. \tag{9}$$

Then, since this $\Delta\ell$ is added on each end of the lamella, the total lamella length becomes

$$\ell_T = \ell + 2\Delta\ell. \tag{10}$$

Substituting Equations (8) and (9) into Equation (10) yields

$$\ell_T = \frac{2R\sin\phi}{\cos\theta} + \frac{t + 2D\tan 2\theta}{2\sin\theta\cos\theta} + \frac{t}{\tan 2\theta}. \tag{11}$$

Now the lamella subtends an angle $2\phi_T$ in its own skewed plane, similar to Equation (5), where according to Warner [11],

$$\phi_T = \arcsin\left(\frac{\ell_T}{2R}\right). \tag{12}$$

After this, one must find the bevel angles on the ends of the lamellas. There are two that must be found – the radial bevel and the skew bevel. Warner goes through a derivation in his monograph that shows that for typical lamella roofs, where there are sufficient lamellas per arch such that ϕ_T is around or less than 10°, the radial bevel can be approximated to ϕ_T and the skew bevel to 2θ [11]. It should be noted that the bolt holes are also skewed to approximately the same ϕ_T angle. These two bevels are illustrated in Figure 24.

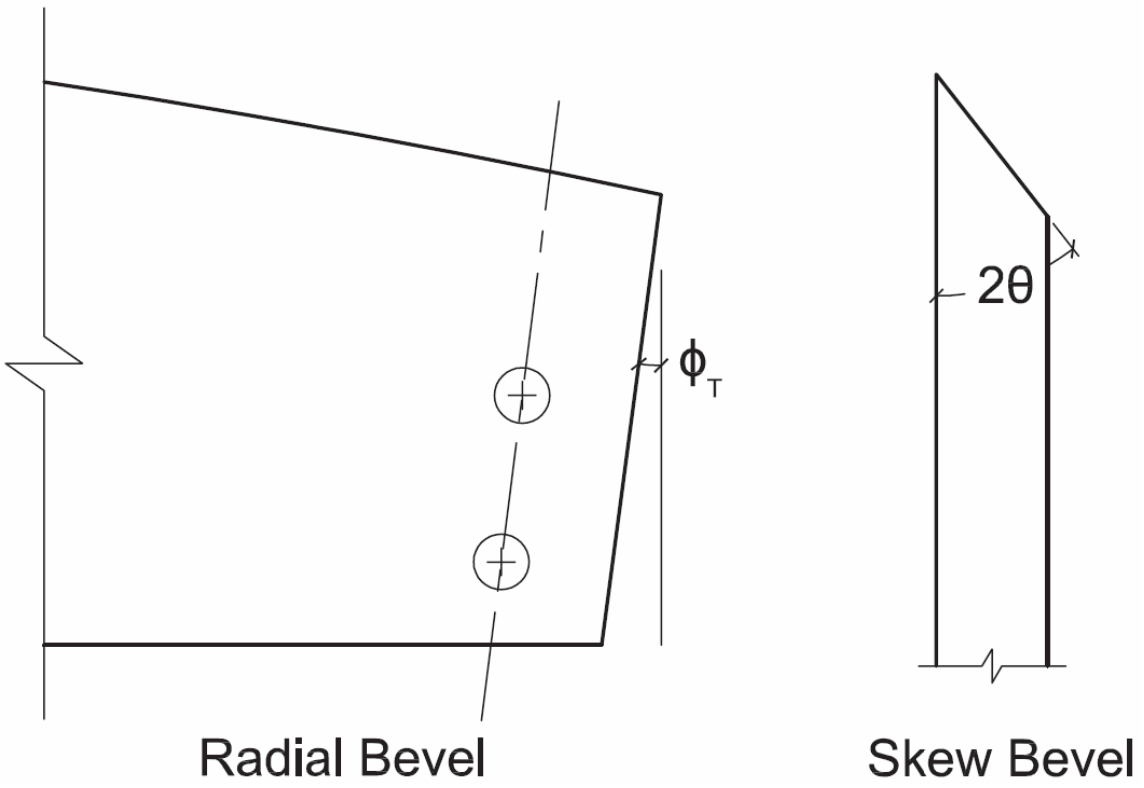


Figure 24 - Lamella End Bevels.

While one could firm down a more exact value for the bevel angles, expecting typical construction power tools to cut an angle to anything more precise than a whole number is impractical. The same holds true for the bolt line skew.

Another factor for constructability considerations is the "shift" of the connection, as illustrated in Figure 25.

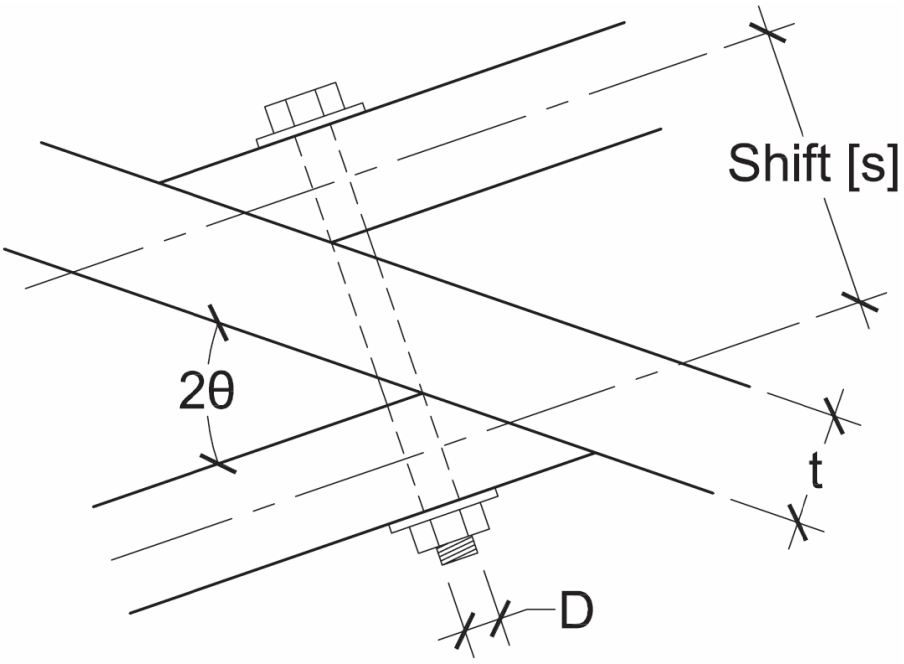


Figure 25 - "Shift" of the Lamella Connection.

The shift is determined by the thickness of the lamella, the skew angle of the lamella arch, and the bolt diameter. From trigonometry, the shift can be found by

$$s = D\tan 2\theta + \frac{t}{\cos 2\theta} + t, \tag{13}$$

or reduced, according to Masani [4], as

$$s = t\left(1+\sec 2\theta\right) + D\tan 2\theta. \tag{14}$$

This information is easily tabulated as shown in Table 2. Note that this table only applies to 2x lumber with an actual thickness of 1.5 inches.

Table 2 - Lamella Connection Shift.

Shift of Lamellas with a Given Skew Angle [s] (in)								
Bolt Diameter	Skew Angle of Lamella Arch [θ] (deg)							
	19°	19.5°	20°	20.5°	21°	21.5°	22°	22.5°
1/4"	3.60	3.63	3.67	3.70	3.74	3.78	3.83	3.87
5/16"	3.65	3.68	3.72	3.76	3.80	3.84	3.89	3.93
3/8"	3.70	3.73	3.77	3.81	3.86	3.90	3.95	4.00
1/2"	3.79	3.84	3.88	3.92	3.97	4.02	4.07	4.12
5/8"	3.89	3.94	3.98	4.03	4.08	4.13	4.19	4.25
3/4"	3.99	4.04	4.09	4.14	4.19	4.25	4.31	4.37
7/8"	4.09	4.14	4.19	4.25	4.31	4.37	4.43	4.50
1"	4.18	4.24	4.30	4.36	4.42	4.48	4.55	4.62

From here one can determine the length of bolt needed for the connection by adding a thickness of lamella and extra for the nut and washers. An inch to an inch and half extra should suffice. Thus,

$$\ell_{bolt} \geq t\left(2+\sec 2\theta\right)+D\tan 2\theta+\left(\text{extra}\right)=s+t+\left(\text{extra}\right). \tag{15}$$

Obviously the builder would want to choose a length of bolt commonly available by manufacturers.

2.1.3 Top Curve Cut

When looking at a section view of the roof arch, the top curve of the lamella follows the same circular curve as the entire roof. However, since the lamellas themselves are skewed, the curvature on the top is elliptic.

Masani states that the elliptic curve on the top of the lamella can be approximated by a simple circular arc with a radius slightly larger than that of the roof itself [4]. This is probably due to the fact that since the lamella is so short in comparison to the entire curvature of the roof, the minute differences between the elliptic curve and the circular curve will be indistinguishable. In fact, when the author attempted to draw an illustration depicting the difference between the elliptic curve and the circular curve, the difference was so minute that unless he zoomed in very close, it was impossible to differentiate between the two.

This arc would have a span of ℓ_T and a rise of

$$T' = R - \frac{\ell_T}{2\tan\phi_T}, \tag{16}$$

along with a radius of

$$R' = \frac{4(T')^2 + \ell_T^2}{8(T')} = \frac{4\left(R - \dfrac{\ell_T}{2\tan\phi_T}\right)^2 + \ell_T^2}{8\left(R - \dfrac{\ell_T}{2\tan\phi_T}\right)}. \tag{17}$$

This arc would have a point of tangency at the midpoint of the lamella at the very top of the plank. The detail for the top curve is shown in Figure 26 (*d* is the depth of the lamella).

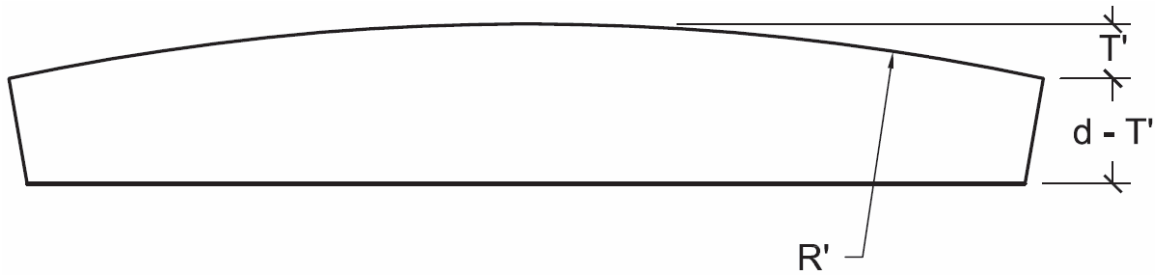


Figure 26 - Top Curvature Cut Detail.

3 Analysis of the Lamella Arch

Analysis of the lamella roof is carried out assuming that it acts like a two-hinged arch [1, 4]. Unfortunately, there exists no closed-form analytical solution for the moments, thrusts, and horizontal reactions of such an arch.

3.1 Arch Approximation Methods

Before the advent of calculators and computerized structural analysis packages, several approximate analytical methods were developed to solve for the forces in a two-hinged arch under a given loading condition. Two of those methods were the von Kármán Method and the Scofield Method. The author has also conducted a computer analysis of the arch using a finite element analysis method, which will also be discussed.

3.1.1 von Kármán Method

Sometime in the late 1930's Theodore von Kármán developed an approximate analysis for the two-hinged arch while working at the California Institute of Technology. His approximation assumes the arch follows a parabolic curve instead of a circular to simplify the derivations. As von Kármán developed this method while in California, it is perhaps not surprising that snow loading is not included; however, he includes radial loads from the structure weight, uniform vertical loads from live loads, and uniform horizontal loads from wind loads [12]. In the following sections, Equations (18) through (52) are taken from or derived from von Kármán's paper [12].

3.1.1.1 Live Load (Uniform Vertical Load)

For live loads, von Kármán replaces the uniform vertical load with a uniform perpendicular load (perpendicular to the curve of the arch along its entire length) and a uniform horizontal load along the vertical section, as depicted in Figure 27.

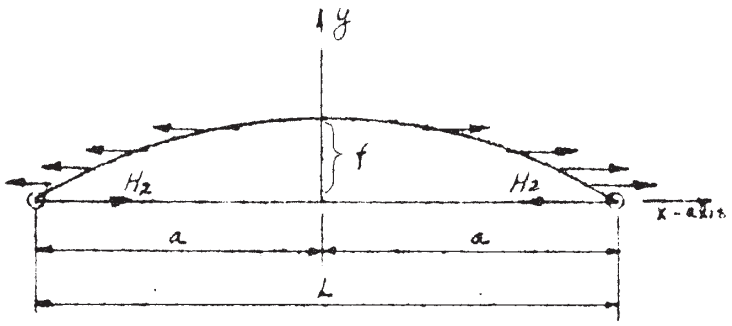


Figure 27 - Live Load Replacement [12].

The vertical reaction from the perpendicular load is

$$V_1 = pR\sin\phi_0 \tag{18}$$

where

$$\sin\phi_0 = \frac{a}{R} \tag{19}$$

so

$$V_1 = pR\left(\frac{a}{R}\right). \tag{20}$$

Since a is half the span, Equation (20) can be rewritten as

$$V_\ell = \frac{pS}{2}, \tag{21}$$

which should come as no surprise as it is the same as one would find through elementary statics from a uniform vertical load on the projected member length.

The horizontal reaction is a combination of the reaction due to the perpendicular load and the uniform vertical load. For this von Kármán writes

$$H_\ell = H_1 + H_2 = pR\cos\phi_0 + \frac{3}{7}pf. \tag{22}$$

Substituting

$$\cos\phi_0 = \frac{R-f}{R}, \tag{23}$$

the total horizontal reaction due to live load becomes

$$H_\ell = pR - \frac{4}{7}pf. \tag{24}$$

After this, the thrust at the springing points can then be approximately found as

$$T_\ell = p\left(R + \frac{3}{7}f\right). \tag{25}$$

The moment equation for the arch is

$$M_\ell = \frac{pf^2}{14}\left(1 - 8\frac{x^2}{a^2} + 7\frac{x^4}{a^4}\right), \tag{26}$$

but since a is half the arch span,

$$M_\ell = \frac{pf^2}{14}\left(1 - 32\frac{x^2}{S^2} + 112\frac{x^4}{S^4}\right). \tag{27}$$

At the center point of the arch the positive moment will be greatest. This is also the spot where x is equal to zero, which simplifies Equation (27) to

$$M_{\ell} = \frac{pf^2}{14}. \tag{28}$$

3.1.1.2 Dead Load (Radial Load)

For this analysis, the dead load q is defined as the load per unit length of the arc. Since the curvature of the arc changes with its distance from the centerpoint, the load on the horizontal projection of the arch also changes. Coincidentally, the dead load can be considered to have a load q plus an additional variably distributed load. This load increases as it gets closer to the springing points of the arch.

Because of this, the total horizontal reaction is the sum of the reaction from the uniform load and the reaction of the variable load:

$$H_d = H_3 + H_4, \tag{29}$$

where

$$H_3 = qR - \frac{4}{7}qf \tag{30}$$

and

$$H_4 = \frac{4}{21}qf. \tag{31}$$

Combining Equations (30) and (31), the equation for the dead load horizontal reaction becomes

$$H_d = qR - \frac{8}{21}qf. \tag{32}$$

Since the additional variably distributed load changes with distance from the center of the arch, the vertical component of the force in the arch also changes. The equation for the vertical component can be expressed as

$$V_{xd} = qx + q\frac{f}{R}\frac{x^3}{3a^2}. \tag{33}$$

At the arch springing points, x equals a, which makes the vertical reaction

$$V_d = qa\left(1 + \frac{f}{3R}\right). \tag{34}$$

Substituting half of the span for a yields

$$V_d = \frac{qS}{2}\left(1 + \frac{f}{3R}\right). \tag{35}$$

The thrust at any point in the arch can be found by

$$T_d = \sqrt{H_d^2 + V_{xd}^2}. \tag{36}$$

One can substitute Equations (32) and (34) for H_d and V_{xd} in the above equations, then solve for the sill thrust by substituting a for x:

$$T_d = q\sqrt{\left(R - \frac{8}{21}f\right)^2 + a^2\left(1 - \frac{f}{3R}\right)^2}, \tag{37}$$

which can be approximated as

$$T_d = q\left(R + \frac{13}{21}f\right). \tag{38}$$

Like the horizontal reaction, the moment due to dead load is also a combination of a uniform load and the variably distributed load:

$$M_d = M_3 + M_4, \tag{39}$$

where

$$M_3 = \frac{qf^2}{14}\left(1 - 8\frac{x^2}{a^2} + 7\frac{x^4}{a^4}\right) \tag{40}$$

and

$$M_4 = \frac{-qf^2}{42}\left(1 - 8\frac{x^2}{a^2} + 7\frac{x^4}{a^4}\right). \tag{41}$$

Combining these results in the dead load moment equation, we have

$$M_d = \frac{qf^2}{21}\left(1 - 8\frac{x^2}{a^2} + 7\frac{x^4}{a^4}\right). \tag{42}$$

Or, since *a* is half of the arch span,

$$M_d = \frac{qf^2}{21}\left(1 - 32\frac{x^2}{S^2} + 112\frac{x^4}{S^4}\right). \tag{43}$$

Also, the positive moment will be the greatest in the middle of the arch which is where *x* is equal to zero. At this point, the maximum positive moment is given by:

$$M_d = \frac{qf^2}{21}. \tag{44}$$

Here von Kármán comments that the dead load moment is 2/3 the live load moment with the same load magnitude.

3.1.1.3 Wind Load (Uniform Vertical Load)

The wind load acting on the arch is assumed to be a uniformly distributed vertical load *w* acting on the vertical projection of the arch, as shown in Figure 28.

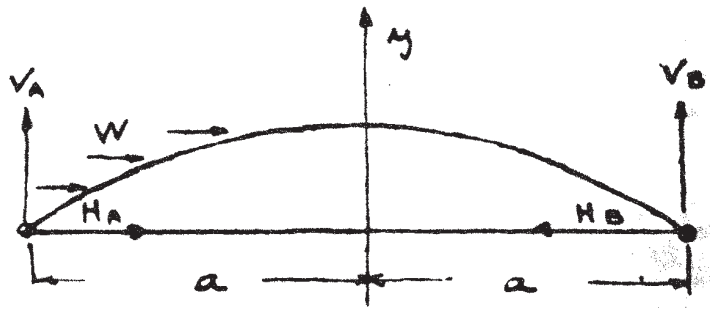


Figure 28 - Wind Load on the Arch [12].

The vertical reactions are equal and opposite and can be found through simple statics. They are:

$$V_A = -V_b = \frac{-wf^2}{4a}. \tag{45}$$

Since *a* is half of the span, Equation (45) becomes

$$V_A = -V_b = \frac{-wf^2}{2S}. \tag{46}$$

From here, the two horizontal reactions are found to be:

$$H_A = -\frac{5}{7}wf \tag{47}$$

and

$$H_B = \frac{2}{7}wf, \tag{48}$$

with the direction of each horizontal reaction being opposite that of the direction of the wind load, as expected.

The moment equation for the arch changes depending on which side of the arch is being examined. On the windward side of the arch, the moment formula is

$$M_w = \frac{wf^2}{28}\left[-1-7\frac{x}{a}+8\left(\frac{x}{a}\right)^2-14\left(\frac{x}{a}\right)^4\right]. \tag{49}$$

If one substitutes half of the span for *a*, it becomes

$$M_w = \frac{wf^2}{28}\left[-1-14\frac{x}{S}+32\left(\frac{x}{S}\right)^2-224\left(\frac{x}{S}\right)^4\right]. \tag{50}$$

On the leeward side of the arch, the moment formula is:

$$M_w = \frac{wf^2}{28}\left[-1-7\frac{x}{a}+8\left(\frac{x}{a}\right)^2\right] \tag{51}$$

or

$$M_w = \frac{wf^2}{28}\left[-1-14\frac{x}{S}+32\left(\frac{x}{S}\right)^2\right]. \tag{52}$$

3.1.2 Scofield Method

This method comes from the book *Modern Timber Engineering,* 5th ed. published in 1963 [3]. Scofield appears to partially base his design calculations on the von Kármán method. In this analysis, four primary load patterns are considered: radial loads from the dead weight of the structure, uniform vertical loads from live load, uniform horizontal

loads from wind load, and uniform vertical loads on half of the structure from snow drift loads [3]. In the following sections, Equations (53) through (71) are from Scofield [3].

3.1.2.1 Dead Load (Radial Load)

The dead load on an arch acts upon its entire curved length, not just the projected horizontal length. The loading diagram appears in Figure 29.

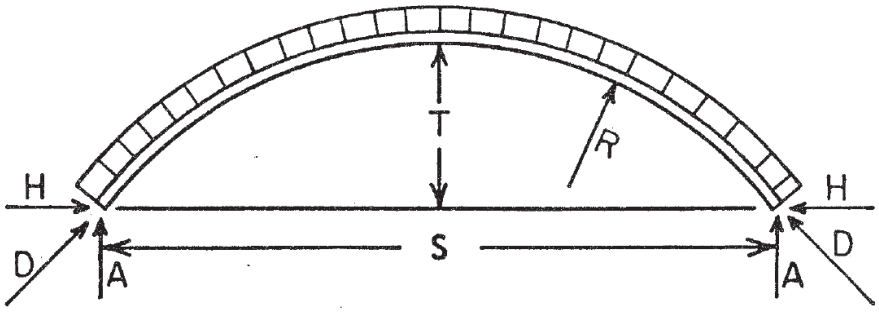


Figure 29 - Dead Load [3].

Scofield lists the following equations to solve for the arch forces:

$$A = 0.5dS\sqrt{1+\frac{16}{3}\left(\frac{T}{S}\right)^2}, \tag{53}$$

$$H = \frac{AS}{2T} - dR, \tag{54}$$

$$D = H\left(\frac{R-T}{R}\right) + \frac{AS}{2R}, \tag{55}$$

and

$$\text{Maximum M} = 0.068dT^2. \tag{56}$$

3.1.2.2 Construction Live Load (Uniform Vertical Load)

The loading for a construction live load, acts on the horizontal projection of the arch, making the vertical reactions easily solved by elementary statics. The loading diagram is shown in Figure 30.

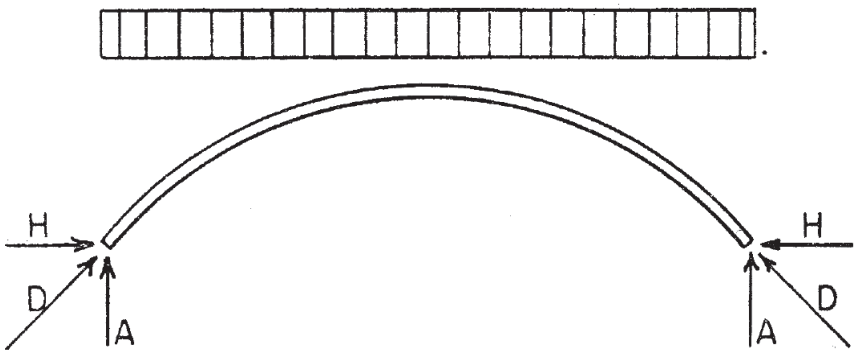


Figure 30 - Construction Live Load [3].

Equations (57) through (59) can be employed to calculate the roof live load forces:

$$A = 0.5L_r S, \tag{57}$$

$$H = L_r \left(R - 0.57356T\right), \tag{58}$$

and

$$\text{Maximum M} = -0.09092L_r T^2. \tag{59}$$

The thrust, *D,* is the same as Equation (55) in the radial load case.

3.1.2.3 Snow Drift Load (Uniform Vertical Load on Half of Structure)

Snow is assumed to accumulate on the leeward face of the lamella roof with a uniform weight distribution, as seen in Figure 31.

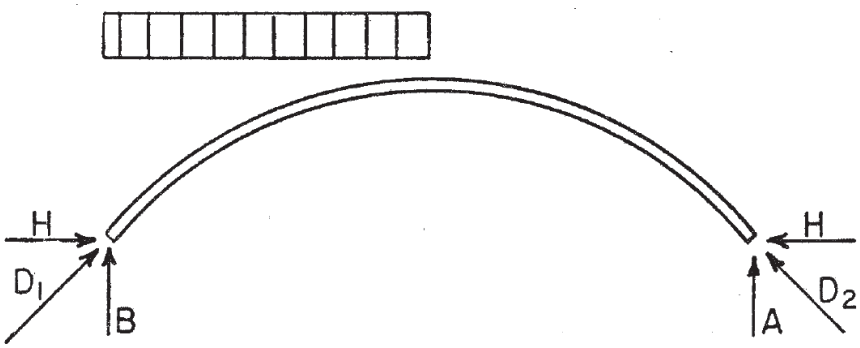


Figure 31 - Snow Drift Load [3].

The unbalanced loading creates unbalanced vertical support conditions, necessitating the addition of reaction *B*. This loading also creates two different thrusts, D_1 and D_2. Equations (60) through (65) are employed to determine the forces for the snow drift load:

$$A = \frac{sS}{8}, \tag{60}$$

$$B = \frac{3sS}{8}, \tag{61}$$

$$H = \frac{s}{2}\left(R - 0.57356T\right), \tag{62}$$

$$D_1 = H\left(\frac{R-T}{R}\right) + \frac{BS}{2R}, \tag{63}$$

$$D_2 = H\left(\frac{R-T}{R}\right) + \frac{AS}{2R}, \tag{64}$$

and

$$\text{Maximum M} = \frac{AS}{2} - HT - R\left(\sqrt{A^2 + H^2} - H\right). \tag{65}$$

3.1.2.4 Wind Load (Uniform Horizontal Load)

Wind is assumed to be uniformly distributed over the rise of the arch with the load projected on the height of the arch, as seen in Figure 32.



Figure 32 - Wind Load [3].

The horizontal load adds different vertical, horizontal, and thrust reactions at each springing point. These forces are:

$$A = -B = \frac{WT^2}{2S}, \tag{66}$$

$$H_1 = \frac{19WT}{64}, \tag{67}$$

$$H_2 = \frac{45WT}{64}, \tag{68}$$

$$D_1 = \frac{WT}{64}\left(13 - \frac{3T}{R}\right), \tag{69}$$

$$D_2 = \frac{WT}{64}\left(45 - \frac{29T}{R}\right), \tag{70}$$

and

$$\text{Maximum M} = 0.154WT^2. \tag{71}$$

3.1.3 Finite Element Method

As stated in Section 4.1, there is no closed-form analytical solution for the forces and reactions in an arch. The only way to truly "solve" for the forces and reactions is to perform a finite element analysis.

Beam elements are the finite elements of choice for this model. They are made up of individual linear elements with end reactions on the local x- and y-axes as well as moment reactions on either end, giving six degrees of freedom per element. Figure 33 depicts this layout.

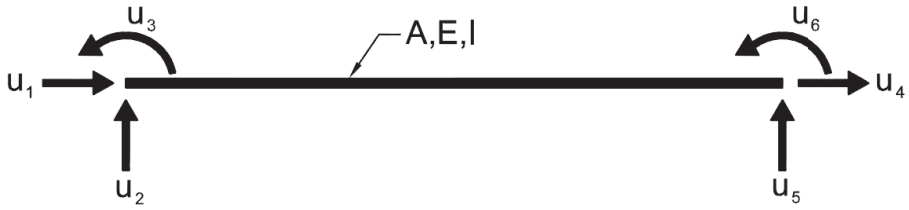


Figure 33 - Beam Element.

The author chose to approximate the lamella arch with 40 beam elements of the same length ℓ, cross-sectional area A, moment of inertia I, and modulus of elasticity E. The beam elements follow the curve of the arch with the nodes falling on the line of the circular arch, creating a series of secant lines. Obviously, the more beam elements used, the closer the analysis will be to the "exact" solution. However, 40 beam elements give a good enough approximation for design purposes.

Gravity loads are placed at the nodes between beam elements. To solve for the end reactions in the arch is a multi-step process. First, one must solve for the displacements of the nodal points [13]:

$$\tilde{U} = \tilde{K}^{-1}\tilde{F}. \tag{72}$$

These matrices have already been reduced to include only the unrestrained degrees of freedom (i.e., the end support conditions were removed). Once the nodal displacements are found, the end support conditions are added back into the $\tilde{U}$ matrix and the $\tilde{K}$ matrix is expanded to include the end stiffnesses. The nodal reactions at the springing ends are then found by [13]:

$$\tilde{F} = \tilde{K}\tilde{U}. \tag{73}$$

However, in order to do this process, one must begin with both the combined stiffness matrix $\tilde{K}$ and the combined force vector $\tilde{F}$. The $\tilde{K}$ matrix is made up of all the stiffness matrices from all the beam elements. The beam element stiffness matrix, $\tilde{k}$, is as follows [14]:

$$\tilde{k} = \begin{bmatrix} \frac{EA}{\ell} & 0 & 0 & \frac{-EA}{\ell} & 0 & 0 \\ 0 & \frac{12EI}{\ell^3} & \frac{6EI}{\ell^2} & 0 & \frac{-12EI}{\ell^3} & \frac{6EI}{\ell^2} \\ 0 & \frac{6EI}{\ell^2} & \frac{4EI}{\ell} & 0 & \frac{-6EI}{\ell^2} & \frac{2EI}{\ell} \\ \frac{-EA}{\ell} & 0 & 0 & \frac{EA}{\ell} & 0 & 0 \\ 0 & \frac{-12EI}{\ell^3} & \frac{-6EI}{\ell^2} & 0 & \frac{12EI}{\ell^3} & \frac{-6EI}{\ell^2} \\ 0 & \frac{6EI}{\ell^2} & \frac{2EI}{\ell} & 0 & \frac{-6EI}{\ell^2} & \frac{4EI}{\ell} \end{bmatrix}. \tag{74}$$

This stiffness matrix only applies when the beam element is oriented so that it runs parallel to the horizon. However, the 40 beam elements that approximate the arch are all

rotated to different angles. A generalized image of the rotated beam elements is shown in Figure 34.

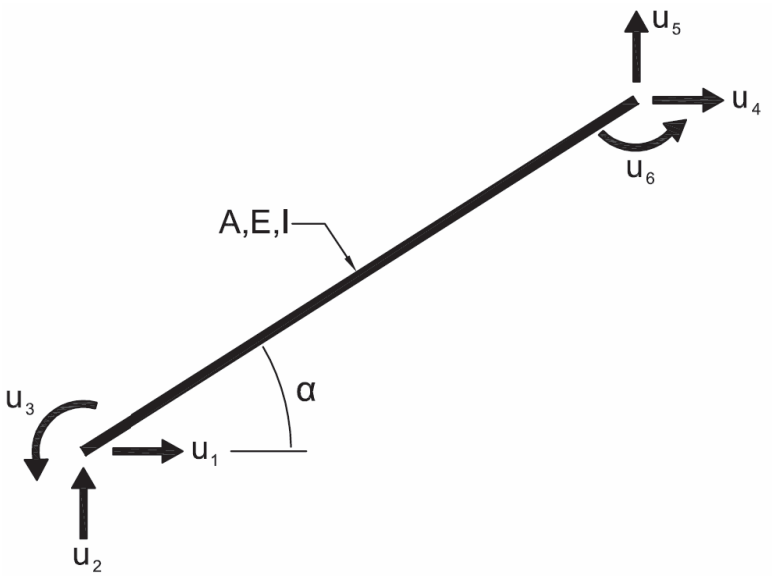


Figure 34 - Rotated Beam Element.

Since the 40 beam elements are all rotated to some degree, the stiffness matrix for each must be changed. To do this, the beam stiffness matrix must be multiplied by a transformation matrix as such [13]:

$$\tilde{k}_{rot} = \tilde{T}^T \tilde{k} \tilde{T}, \tag{75}$$

where

$$T = \begin{bmatrix} \cos\alpha & \sin\alpha & 0 & 0 & 0 & 0 \\ -\sin\alpha & \cos\alpha & 0 & 0 & 0 & 0 \\ 0 & 0 & 1 & 0 & 0 & 0 \\ 0 & 0 & 0 & \cos\alpha & \sin\alpha & 0 \\ 0 & 0 & 0 & -\sin\alpha & \cos\alpha & 0 \\ 0 & 0 & 0 & 0 & 0 & 1 \end{bmatrix}, \tag{76}$$

which gives the stiffness matrix for a beam element rotated to an angle α. This process must be carried out individually for all 40 beam elements in the arch. After that, all of the individual $\tilde{k}_{rot}$ matrices must be combined by aligning corresponding degrees of freedom [13]. This results in a $\tilde{K}$ matrix of size 123 x 123. Obviously, this matrix math is far too cumbersome to do manually, so computer aid is required.

The next part of the process is assembling the forces vector, $\tilde{F}$. As stated before, the uniform loads are converted to nodal loads at each of the nodes between beam elements. The loads are developed for the various load cases as described in the following subsections.

3.1.3.1 Dead Loads

The dead load is a function of the length of the beam elements adjacent to the corresponding node. Simply stated, the dead load acting on the node is the weight per unit length of the beam element (and other structure load assumed to be included with dead load) multiplied by half of the beam element length on either side of the node. If all beam elements are the same length, the nodal loads at every node besides the nodes at the springing points of the arch should be exactly the same. The loads at the springing point nodes should be exactly half of the loads on the rest of the nodes.

3.1.3.2 Live Load

The live load is a function of the horizontal projection of the beam elements around a node. As each beam element has some rotation of angle α, the horizontal component of the beam element is the beam element length multiplied by the cosine of the angle, or

$$\ell_x = \ell \cos \alpha. \tag{77}$$

The live load on a node will then be the product of the uniform vertical load and the sum of half of the horizontal components of the adjacent beam elements. These values will vary depending on the curvature of the arch. If the arch was flat, all of the nodal loads would be the same since the beam element horizontal components would be the same as their lengths.

3.1.3.3 Snow Loads

The loads due to snow come in two varieties: balanced snow loads (S_b) and unbalanced snow loads (S_u) or drift loads. Since the lamella roof is curved, this complicates things slightly in finding the balanced and unbalanced snow loads. To find these loads, section 7.4.3 of the ASCE 7-10 code was used. The code specifies that the loading diagrams for the different curvature cases should be based on Figure 7-3 of the ASCE 7-10 code, which can be found in Appendix C, page 144. The flat roof snow load, p_f, is used to find the sloped roof snow loads and can be found by

$$p_f = 0.7 C_e C_t I_s p_g, \tag{78}$$

where

C_e = Exposure Factor,
C_t = Temperature Factor,
I_s = Importance Factor,
p_g = Ground Snow Load.

To simplify calculations and the generation of load tables, some assumptions were made. The thermal factor C_t is assumed to be 1.2 based on ASCE 7-10, Table 7-3. The

assumption is that the lamella roof will be covering an unheated space or one that is open to the air. This may not be true for all cases but will give the worst case for a conservative design. From this thermal factor, the slope factor C_s can be found from the graphs in Figure 35.

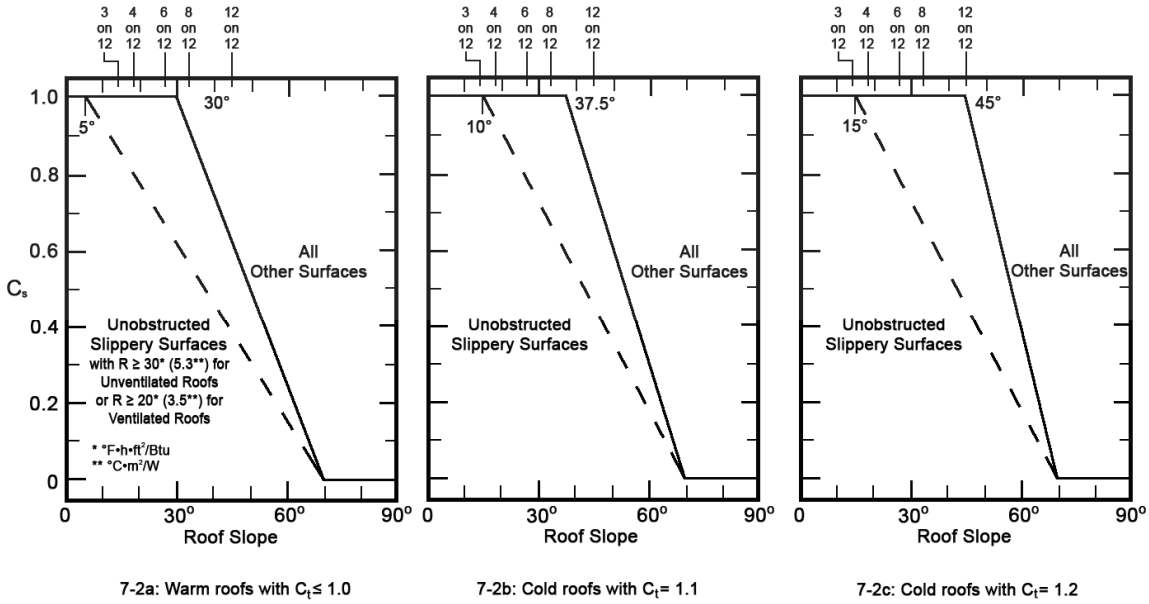


Figure 35 - Graphs for Determining Roof Slope Factor C_s [15].

Since the thermal factor is 1.2, the far right graph in Figure 35 must be used. Also, the roofing surface is assumed to not be an unobstructed slippery surface, demarked by the solid line.

ASCE Figure 7-3 (see Appendix C, page 144) has variables C_s^* and C_s^{**} used for calculations. For Case 1, C_s^* will be equal to 1.0, found by reading the rightmost chart above at an eave slope of 30°. From here, it is easy to see that C_s^{**} for all cases will also be 1.0, since that value is taken at a 30° slope, too. It is also assumed that the lamella

roof will not be abutting any other structure so the alternate distribution for Case 2 and Case 3 in ASCE Figure 7-3 need not be used.

ASCE Figure 7-3 also necessitates finding the exposure factor C_e for the roof. This factor is listed in Table 7-2 of the ASCE 7-10 and ranges from 0.7 to 1.2. Here it is assumed that the lamella roof falls under Exposure Category C and that the structure is "Fully Exposed," giving a C_e value of 0.9 (see Appendix C, page 143 for Table 7-2). For the majority of buildings, this C_e value will be a conservative design value.

Using these assumptions, ASCE Figure 7-3 was adjusted by the author to become the Simplified Figure 7-3 found in Appendix C, page 145. The loading patterns from that table are used for snow load calculations.

The Importance Factor I_s for the roof is assumed to be 1.10, which correlates to a building that falls under Risk Category III.

Section 7.3.4 of the ASCE 7-10 also stipulates a Minimum Snow Load for Low-Slope Roofs, p_m. For curved roofs, this occurs when the angle between the springing end and the apex of the roof is less than ten degrees [15]. In order to ignore this case, loads were only calculated for roofs where that angle exceeds ten degrees. It should also be noted that for ground snow loads greater than 20 psf,

$$p_m = (20 \text{ psf}) I_s, \tag{79}$$

which would always be less than the p_f loads for anything over 30 psf.

3.1.3.4 Wind Loads

It should be noted that the wind loads stipulated in ASCE 7-10 are very generalized and most likely far greater than anything the building structure will ever experience. In many cases, lower wind loads can be found by doing wind tunnel testing with a scale model of the building and surrounding area, including other buildings and topological configurations. Since it is unrealistic to perform this analysis for every possible arch configuration, the approximate method from ASCE 7-10 is used.

Wind loads on the lamella roof are based on the Directional Procedure from ASCE 7-10, Chapter 27 [15]. First, one must find the velocity pressure:

$$q_z = 0.00256 K_z K_{zt} K_d V^2 \quad (\text{lb/ft}^2). \tag{80}$$

From this, the design wind pressures can be calculated:

$$p = qGC_p - q_i GC_{pi}. \tag{81}$$

The wind directionality factor, K_d, is given as 0.85 for an arched roof according to Table 26.6-1 in ASCE 7-10 [15]. It is assumed that the lamella structure is on flat ground with no topographic irregularities, so the topographic factor K_{zt} can be set equal to 1.0, as shown in Section 26.8.2 in ASCE 7-10 [15].

For ease of calculation, the building is assumed to be in Exposure Category C, the second-windiest Category. This means that the building is assumed to be in an area of flat, open country or flatlands. The next-windiest is Category D, which assumes conditions like open water and/or similar for over 5,000 feet upwind.

The Exposure Category affects the calculation of K_z, the velocity pressure exposure coefficient, as found by

$$K_z = \max\left[2.01\left(z/z_g\right)^{(2/\alpha)}, 2.01\left(15/z_g\right)^{(2/\alpha)}\right], \tag{82}$$

where z is the height above ground where the pressure is taken and z_g and α are two coefficients found in Table 26.9-1 of ASCE 7-10. For Exposure Category C, they are 900 and 9.5, respectively [15].

The Directional Procedure also specifies finding a Pressure Coefficient C_p for the structure. It specifies two different scenarios for an arched roof: one with the roof springing from an elevated wall and one with the roof springing from ground level. It is assumed that the lamella arch is part of a roof and thus springs from an elevated wall.

The arch acts kind of like the wing of an airplane in that the windward side receives downward pressure while the middle and leeward parts receive uplift. This loading scenario is presented in Figure 36, which graphically depicts that which is shown in ASCE 7-10 Figure 27.4-3. Areas that receive uplift have a negative value for C_p value. The windward and middle portions of the arch have a C_p value that is dependent on r, the ratio of the rise, R to the span, S [15].

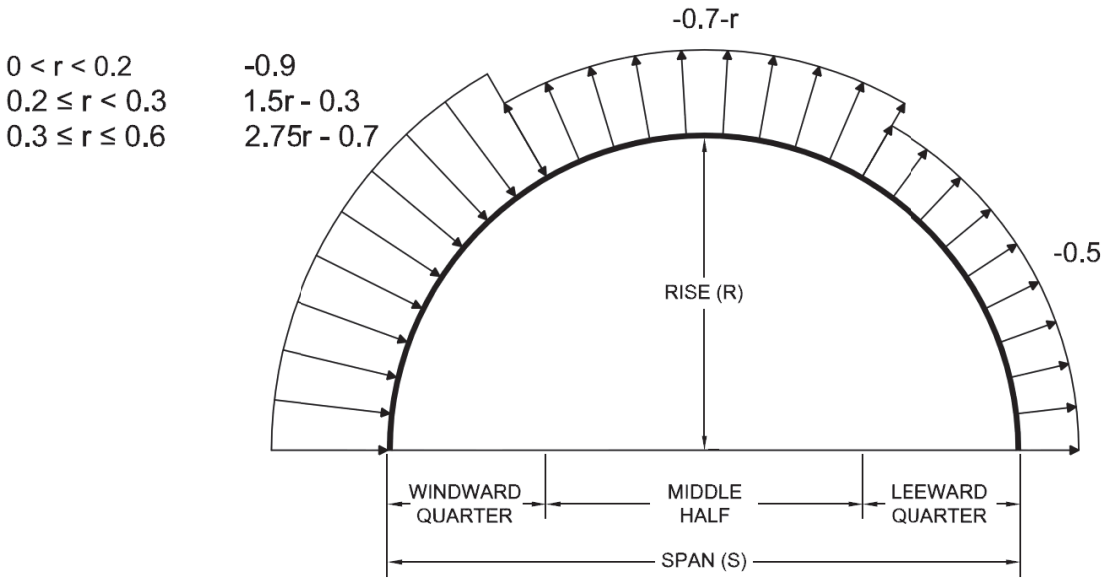


Figure 36 - Pressure Coefficients C_p for Arched Roof [15].

One can easily see the effect of uplift on the middle and leeward portions of the arched roof. It should also be noted that the C_p coefficient for the windward portion changes depending on the Rise-to-Span ratio.

The final necessary piece is the internal pressure coefficient GC_{pi}. It is assumed that the roof will be enclosed as per Section 26.10 in the ASCE 7-10. This gives a GC_{pi} value of ±0.18 according to Table 26.11-1.

It should also be noted that this procedure is only valid for buildings classified as "low-rise," meaning buildings under 60 feet in height. Because of this, the load tables developed by the author do not list rises above this 60-foot limit.

3.2 Comparison of Analysis Methods

The three analysis methods discussed previously will now be compared to see if the von Kármán method or the Scofield method can be used for a close approximation instead of a complicated computer analysis.

The methods were tested using an arch with the following characteristics:

- Risk Category III structure
- 40 ft span
- 10 psf dead load
- 120 mph wind zone (equates to 10 psf for von Kármán/Scofield)
- 30 psf ground snow
- 20 psf construction live load

The loads on the arch were found in intervals for rises between two and twenty feet. Since, in the finite element model, the moment capacity of the arch is dependent on the stiffness, two tables for each loading case were developed. One reflects a flexible arch with the ratio of the moment of inertia to the area (*I/A*) equal to one, and the other a stiff arch with the *I/A* ratio equal to one hundred.

For a comparison to real lumber shapes, a 24x24 sawn lumber member has the greatest *I/A* ratio at about 46. A 2x3 has the smallest *I/A* ratio at about 0.52 but is not a deep enough member to use for lamella construction. Any lumber with at least a 4 inch nominal depth has an *I/A* of at least 1.

In Table 3 through Table 10, the highlighted light grey cells feature values found through the von Kármán or Scofield methods, which are within ten percent of the FEA model

values. Also note that entries with a positive percent difference have values higher than those from the FEA model and thus are conservative design values. These values are highlighted in dark gray. Essentially, any highlighted entries would be suitable approximations for the given Rise-to-Span ratio. Dashed entries are greater than 1000% difference.

3.2.1 Dead Loads

The values given by von Kármán and Scofield for the end reactions and arch thrusts are, for the most part, close to those found through the finite element analysis.

Table 3 - Flexible Arch Analyses Comparison for Dead Load.

Dead Load - Flexible Arch								
Rise/Span [r] (-)	von Kármán Method				Scofield Method			
	Vertical Reaction	Horizontal Reaction	Thrust	Moment	Vertical Reaction	Horizontal Reaction	Thrust	Moment
0.050	0.0%	0.3%	0.4%	310.1%	0.0%	0.4%	0.5%	485.6%
0.075	0.0%	0.2%	0.3%	-2.6%	0.0%	0.4%	0.5%	39.1%
0.100	-0.1%	0.1%	0.4%	-18.3%	0.0%	0.4%	0.7%	16.7%
0.125	-0.2%	0.2%	0.6%	-22.9%	0.0%	0.6%	1.0%	10.1%
0.150	-0.4%	0.3%	0.8%	-25.3%	-0.1%	0.8%	1.2%	6.7%
0.175	-0.6%	0.5%	1.0%	-27.1%	-0.1%	1.0%	1.5%	4.1%
0.200	-1.0%	0.8%	1.3%	-28.7%	-0.2%	1.3%	1.6%	1.7%
0.225	-1.6%	1.2%	1.5%	-30.4%	-0.3%	1.5%	1.8%	-0.6%
0.250	-2.2%	1.8%	1.8%	-32.1%	-0.4%	1.8%	1.8%	-3.0%
0.275	-3.0%	2.5%	2.1%	-33.8%	-0.5%	2.0%	1.8%	-5.4%
0.300	-3.9%	3.5%	2.4%	-35.4%	-0.7%	2.3%	1.6%	-7.8%
0.325	-5.0%	4.7%	2.6%	-37.1%	-0.9%	2.6%	1.5%	-10.2%
0.350	-6.2%	6.2%	2.9%	-38.8%	-1.1%	2.9%	1.2%	-12.6%
0.375	-7.5%	8.1%	3.2%	-40.4%	-1.3%	3.2%	0.9%	-15.0%
0.400	-8.9%	10.2%	3.4%	-42.1%	-1.6%	3.6%	0.5%	-17.3%
0.425	-10.3%	12.8%	3.7%	-43.6%	-1.8%	4.0%	0.1%	-19.5%
0.450	-11.9%	15.9%	4.0%	-45.1%	-2.1%	4.4%	-0.4%	-21.7%
0.475	-13.5%	19.5%	4.2%	-46.6%	-2.4%	4.9%	-0.9%	-23.8%
0.500	-15.1%	23.7%	4.5%	-48.0%	-2.7%	5.4%	-1.4%	-25.8%

The values for the von Kármán method are fairly close except for the moment calculation. Since few, if any, arched lamella roofs have such a small *r* ratio, it would be safe to say that the von Kármán method fails for the moment calculation. The values for

the Scofield method match very well for all *r* values except for the moment entries, which are within range until the Rise is about one-quarter of the span.

Table 4 - Stiff Arch Analyses Comparison for Dead Load.

Dead Load - Stiff Arch								
Rise/Span [r] (-)	von Kármán Method				Scofield Method			
	Vertical Reaction	Horizontal Reaction	Thrust	Moment	Vertical Reaction	Horizontal Reaction	Thrust	Moment
0.050	0.0%	32.8%	31.3%	-	0.0%	32.9%	31.4%	-
0.075	0.0%	14.6%	13.5%	-	0.0%	14.8%	13.7%	-
0.100	-0.1%	8.3%	7.4%	-	0.0%	8.6%	7.7%	-
0.125	-0.2%	5.4%	4.7%	-	0.0%	5.8%	5.1%	-
0.150	-0.4%	3.9%	3.4%	564.9%	-0.1%	4.4%	3.9%	849.5%
0.175	-0.6%	3.2%	2.8%	72.3%	-0.1%	3.7%	3.2%	146.1%
0.200	-1.0%	2.8%	2.4%	12.3%	-0.2%	3.3%	2.8%	60.4%
0.225	-1.6%	2.8%	2.3%	-8.9%	-0.3%	3.2%	2.6%	30.1%
0.250	-2.2%	3.1%	2.4%	-18.9%	-0.4%	3.1%	2.4%	15.8%
0.275	-3.0%	3.7%	2.5%	-25.7%	-0.5%	3.2%	2.2%	6.1%
0.300	-3.9%	4.5%	2.6%	-30.3%	-0.7%	3.3%	1.9%	-0.4%
0.325	-5.0%	5.6%	2.8%	-33.6%	-0.9%	3.4%	1.6%	-5.2%
0.350	-6.2%	7.0%	3.0%	-36.4%	-1.1%	3.6%	1.3%	-9.2%
0.375	-7.5%	8.7%	3.3%	-38.7%	-1.3%	3.9%	1.0%	-12.5%
0.400	-8.9%	10.8%	3.5%	-40.8%	-1.6%	4.1%	0.5%	-15.5%
0.425	-10.3%	13.4%	3.8%	-42.7%	-1.8%	4.5%	0.1%	-18.2%
0.450	-11.9%	16.4%	4.0%	-44.5%	-2.1%	4.8%	-0.4%	-20.7%
0.475	-13.5%	19.9%	4.2%	-46.1%	-2.4%	5.3%	-0.9%	-23.1%
0.500	-15.1%	24.1%	4.5%	-47.6%	-2.7%	5.8%	-1.4%	-25.2%

Making the arch stiffer lowers the axial thrust in the arch, which in turn lowers the horizontal reaction. For this reason, there is more highlighted in dark gray in Table 4 as compared to Table 3, as the forces are being overestimated.

3.2.2 Live Loads

Surprisingly, the values predicted by the von Kármán and Scofield methods were both very close to the FEA analysis, except for the von Kármán moment. For the flexible arch (Table 5), the values for horizontal reaction were all within 1% of the FEA model. All of the thrust values for each analysis were either within 10% of the FEA model or at least overestimated the thrust for a conservative design.

Table 5 - Flexible Arch Analyses Comparison for Live Load.

Live Load - Flexible Arch						
Rise/Span [r] (-)	von Kármán Method			Scofield Method		
	Horizontal Reaction	Thrust	Moment	Horizontal Reaction	Thrust	Moment
0.050	0.3%	0.4%	101.9%	0.3%	0.4%	157.0%
0.075	0.1%	0.4%	-8.2%	0.1%	0.3%	16.8%
0.100	0.1%	0.6%	-18.2%	0.1%	0.4%	4.1%
0.125	0.1%	1.1%	-20.5%	0.0%	0.5%	1.2%
0.150	0.0%	1.7%	-21.3%	0.0%	0.6%	0.2%
0.175	0.0%	2.6%	-21.6%	0.0%	0.7%	-0.1%
0.200	0.1%	3.8%	-21.6%	0.0%	0.7%	-0.3%
0.225	0.1%	5.3%	-21.6%	0.0%	0.8%	-0.3%
0.250	0.1%	7.1%	-21.6%	0.0%	0.8%	-0.2%
0.275	0.1%	9.2%	-21.5%	0.0%	0.7%	-0.1%
0.300	0.2%	11.6%	-21.4%	0.0%	0.6%	0.1%
0.325	0.2%	14.3%	-21.2%	0.0%	0.5%	0.2%
0.350	0.3%	17.3%	-21.1%	0.0%	0.3%	0.4%
0.375	0.3%	20.6%	-20.9%	0.1%	0.1%	0.7%
0.400	0.4%	24.1%	-20.7%	0.1%	-0.2%	0.9%
0.425	0.5%	27.5%	-20.6%	0.2%	-0.8%	1.1%
0.450	0.7%	30.8%	-20.4%	0.3%	-1.6%	1.4%
0.475	0.8%	33.9%	-20.3%	0.4%	-2.9%	1.5%
0.500	1.0%	36.8%	-20.3%	0.5%	-4.2%	1.5%

Unfortunately, the moments predicted by the von Kármán method were almost all far too low to be acceptable approximations. However, almost all of the moments found in the Scofield method were within the 10% margin, which demonstrates that the Scofield method accurately predicts the forces in a flexible arch for live load.

Similar to the results in Table 4, Table 6 for the stiff arch shows that the forces predicted by the two approximation methods are overestimates.

Table 6 - Stiff Arch Analyses Comparison for Live Load.

Live Load - Stiff Arch						
Rise/Span [r] (-)	von Kármán Method			Scofield Method		
	Horizontal Reaction	Thrust	Moment	Horizontal Reaction	Thrust	Moment
0.050	32.8%	31.3%	-	32.8%	31.3%	-
0.075	14.6%	13.6%	-	14.6%	13.5%	-
0.100	8.2%	7.6%	-	8.2%	7.3%	-
0.125	5.3%	5.2%	-	5.2%	4.6%	-
0.150	3.7%	4.4%	167.2%	3.6%	3.2%	240.1%
0.175	2.7%	4.4%	38.4%	2.7%	2.4%	76.2%
0.200	2.1%	5.0%	7.1%	2.0%	1.9%	36.3%
0.225	1.7%	6.1%	-4.7%	1.6%	1.6%	21.3%
0.250	1.4%	7.7%	-11.3%	1.3%	1.3%	12.9%
0.275	1.2%	9.6%	-14.8%	1.1%	1.1%	8.4%
0.300	1.1%	11.9%	-16.8%	0.9%	0.9%	5.9%
0.325	1.0%	14.5%	-18.0%	0.8%	0.7%	4.3%
0.350	1.0%	17.5%	-18.8%	0.7%	0.4%	3.4%
0.375	0.9%	20.7%	-19.2%	0.7%	0.2%	2.9%
0.400	1.0%	24.2%	-19.4%	0.7%	-0.1%	2.6%
0.425	1.0%	27.6%	-19.5%	0.7%	-0.8%	2.4%
0.450	1.1%	30.9%	-19.6%	0.7%	-1.6%	2.4%
0.475	1.2%	33.9%	-19.6%	0.8%	-2.8%	2.4%
0.500	1.3%	36.9%	-19.7%	0.8%	-4.2%	2.2%

3.2.3 Wind Load

Since the wind loading assumed by the von Kármán and Scofield methods is completely different than the loading dictated by ASCE 7-10, the values for the arch forces are nowhere near those found with the finite element analysis. There is no way one could use the approximation methods for wind loads.

Table 7 - Flexible Arch Analyses Comparison for Wind Load.

Wind Load - Flexible Arch						
Rise/Span [r] (-)	von Kármán Method			Scofield Method		
	Horizontal Reaction	Thrust	Moment	Horizontal Reaction	Thrust	Moment
0.050	-99.5%	-99.5%	-99.6%	-99.5%	-99.5%	-98.1%
0.075	-98.9%	-99.0%	-99.1%	-98.9%	-98.9%	-96.1%
0.100	-98.2%	-98.2%	-98.5%	-98.1%	-98.2%	-93.7%
0.125	-97.3%	-97.3%	-97.9%	-97.2%	-97.3%	-91.1%
0.150	-96.2%	-96.3%	-97.3%	-96.1%	-96.3%	-88.4%
0.175	-95.1%	-95.1%	-96.7%	-94.9%	-95.3%	-85.7%
0.200	-94.0%	-94.0%	-96.1%	-93.7%	-94.3%	-83.1%
0.225	-92.8%	-92.8%	-95.5%	-92.6%	-93.4%	-80.8%
0.250	-91.3%	-90.9%	-95.3%	-91.0%	-91.9%	-79.8%
0.275	-90.2%	-89.6%	-94.9%	-89.9%	-91.0%	-78.1%
0.300	-89.3%	-88.4%	-94.6%	-88.9%	-90.2%	-76.7%
0.325	-88.4%	-87.2%	-94.3%	-88.0%	-89.5%	-75.5%
0.350	-87.7%	-86.1%	-94.1%	-87.2%	-89.0%	-74.7%
0.375	-86.6%	-83.7%	-94.2%	-86.1%	-87.5%	-75.0%
0.400	-86.1%	-82.8%	-94.1%	-85.6%	-87.1%	-74.7%
0.425	-85.8%	-82.0%	-94.1%	-85.3%	-86.9%	-74.6%
0.450	-85.6%	-81.3%	-94.1%	-85.0%	-86.9%	-74.6%
0.475	-85.1%	-78.7%	-94.3%	-84.5%	-85.5%	-75.3%
0.500	-85.0%	-78.2%	-94.3%	-84.4%	-85.6%	-75.6%

Table 8 - Stiff Arch Analyses Comparison for Wind Load.

Wind Load - Stiff Arch						
Rise/Span [r] (-)	von Kármán Method			Scofield Method		
	Horizontal Reaction	Thrust	Moment	Horizontal Reaction	Thrust	Moment
0.050	-99.4%	-99.4%	-97.6%	-99.3%	-99.3%	-89.7%
0.075	-98.8%	-98.8%	-98.4%	-98.7%	-98.8%	-92.9%
0.100	-98.0%	-98.1%	-98.0%	-98.0%	-98.0%	-91.5%
0.125	-97.1%	-97.2%	-97.5%	-97.0%	-97.2%	-89.3%
0.150	-96.1%	-96.2%	-97.0%	-96.0%	-96.2%	-86.9%
0.175	-95.0%	-95.0%	-96.4%	-94.8%	-95.2%	-84.5%
0.200	-93.9%	-93.9%	-95.9%	-93.6%	-94.3%	-82.2%
0.225	-92.7%	-92.7%	-95.4%	-92.4%	-93.3%	-80.0%
0.250	-91.2%	-90.8%	-95.2%	-90.9%	-91.8%	-79.2%
0.275	-90.2%	-89.6%	-94.8%	-89.8%	-90.9%	-77.6%
0.300	-89.2%	-88.3%	-94.5%	-88.8%	-90.2%	-76.3%
0.325	-88.4%	-87.2%	-94.3%	-87.9%	-89.5%	-75.2%
0.350	-87.6%	-86.0%	-94.1%	-87.1%	-88.9%	-74.4%
0.375	-86.5%	-83.7%	-94.2%	-86.0%	-87.4%	-74.9%
0.400	-86.1%	-82.7%	-94.1%	-85.6%	-87.1%	-74.5%
0.425	-85.8%	-81.9%	-94.1%	-85.2%	-86.9%	-74.4%
0.450	-85.5%	-81.2%	-94.1%	-85.0%	-86.8%	-74.5%
0.475	-85.0%	-78.7%	-94.3%	-84.4%	-85.5%	-75.2%
0.500	-85.0%	-78.2%	-94.3%	-84.4%	-85.6%	-75.6%

3.2.4 Snow Drift Load

The loading pattern for snow drifts followed by Scofield is similar to the one stipulated in ASCE 7-10 in that they only affect one half of the arch. After that, the similarities end. ASCE takes into account snow piling and snow slipping due to the roof curvature, whereas Scofield just assumed the drift was a uniform lineal load.

Table 9 - Flexible Arch Analyses Comparison for Snow Drift Load.

Snow Drift Load - Flexible Arch				
Rise/Span [r] (-)	Scofield Method			
	Vertical Reaction	Horizontal Reaction	Thrust	Moment
0.050	8.9%	41.3%	39.6%	2.2%
0.075	8.9%	41.0%	37.4%	3.6%
0.100	8.9%	40.8%	34.9%	5.1%
0.125	8.9%	40.7%	32.4%	6.9%
0.150	2.9%	33.2%	22.7%	1.7%
0.175	-3.1%	24.1%	12.6%	-4.3%
0.200	-6.9%	17.6%	5.7%	-7.5%
0.225	-6.0%	14.0%	3.3%	-7.9%
0.250	-1.9%	12.6%	4.3%	-5.6%
0.275	3.8%	12.7%	7.5%	-2.7%
0.300	11.0%	13.6%	12.5%	0.7%
0.325	19.5%	15.2%	19.1%	4.4%
0.350	30.0%	17.7%	27.8%	7.3%
0.375	33.6%	18.2%	30.5%	8.6%
0.400	36.6%	18.9%	32.7%	8.5%
0.425	38.8%	19.5%	34.3%	8.5%
0.450	39.9%	19.8%	34.5%	8.2%
0.475	40.7%	20.0%	34.5%	6.5%
0.500	41.2%	20.5%	34.1%	5.2%

For the most part the Scofield analysis overestimates the forces in the arch due to drift loading even though the load patterns are different. Unfortunately, it underestimates the moment in a couple of cases for the flexible arch and in about half of the cases for the stiff arch.

Table 10 - Stiff Arch Analyses Comparison for Snow Drift Load.

Snow Drift Load - Stiff Arch				
Rise/Span [r] (-)	Scofield Method			
	Vertical Reaction	Horizontal Reaction	Thrust	Moment
0.050	8.9%	87.0%	80.7%	-31.3%
0.075	8.9%	61.3%	54.0%	-17.1%
0.100	8.9%	52.3%	43.2%	-8.6%
0.125	8.9%	48.0%	37.0%	-3.0%
0.150	2.9%	38.0%	25.2%	-5.0%
0.175	-3.1%	27.4%	14.1%	-9.1%
0.200	-6.9%	20.0%	6.6%	-11.1%
0.225	-6.0%	15.9%	3.9%	-11.0%
0.250	-1.9%	14.1%	4.8%	-8.4%
0.275	3.8%	13.9%	7.8%	-5.2%
0.300	11.0%	14.7%	12.7%	-1.6%
0.325	19.5%	16.1%	19.3%	2.4%
0.350	30.0%	18.5%	27.9%	5.5%
0.375	33.6%	18.9%	30.6%	7.0%
0.400	36.6%	19.5%	32.8%	7.1%
0.425	38.8%	20.1%	34.4%	7.3%
0.450	39.9%	20.3%	34.6%	7.2%
0.475	40.7%	20.5%	34.5%	5.6%
0.500	41.2%	20.9%	34.1%	4.4%

3.3 Effects of Curvature on Arch Forces

Changing the amount of curvature in the arch has a profound effect on the distribution of forces in the arch. An arch with a low rise will, not surprisingly, act more like a straight beam. A half-circle arch will act much differently.

Appendix D displays twenty graphs that show the horizontal reaction, axial force, and moments plotted against the Rise-to-Span ratio for all five load types. The graphs show two lines, one representing the forces on a stiff arch (I/A = 100), and one for a flexible one (I/A = 1). This design is to show how changing the stiffness of the arch changes the force-resisting characteristics of the arch and to give an envelope of acceptable forces. For the most part, the two curves are very similar. In a few cases they differ. A few specific cases are highlighted in the following sections.

The graphs are based on the following arch characteristics:

- 40 foot span
- 10 psf dead load
- 20 psf construction load
- 115 mph wind
- 30 psf ground snow load

Graphs based on different spans and loadings would obviously have different values, but the general shape of the curves would be the same.

3.3.1 Dead Load

The curves on the dead load graphs are, for the most part, very similar. A flexible arch has slightly higher forces for the horizontal reaction, axial force, and negative moment. This difference is more apparent as the Rise-to-Span ratio decreases. However, the positive moment graph shows a large difference between a stiff and flexible arch in the low rise ranges with the stiff arch curve looking like a V, as seen in Figure 37.

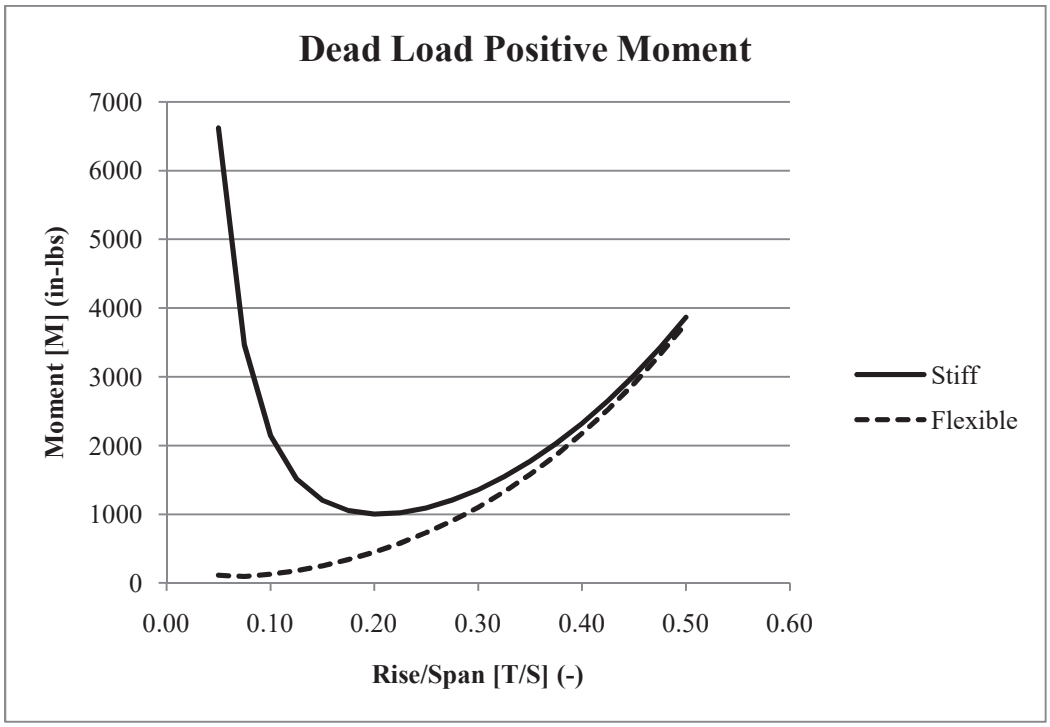


Figure 37 - Dead Load Positive Moment Graph.

The stiff arch curve gives greater values for design forces for all *r* values. Its greater stiffness gathers more moment than the flexible arch.

3.3.2 Construction Load

Since the construction load type is very similar to the dead load, the graphs are also similar. The same holds true here where the horizontal reaction, axial force, and negative moment graphs have the stiff and flexible curves very similar. The positive moment graph has the curves very different but the graph is similar to the dead load case, as seen in Figure 38.

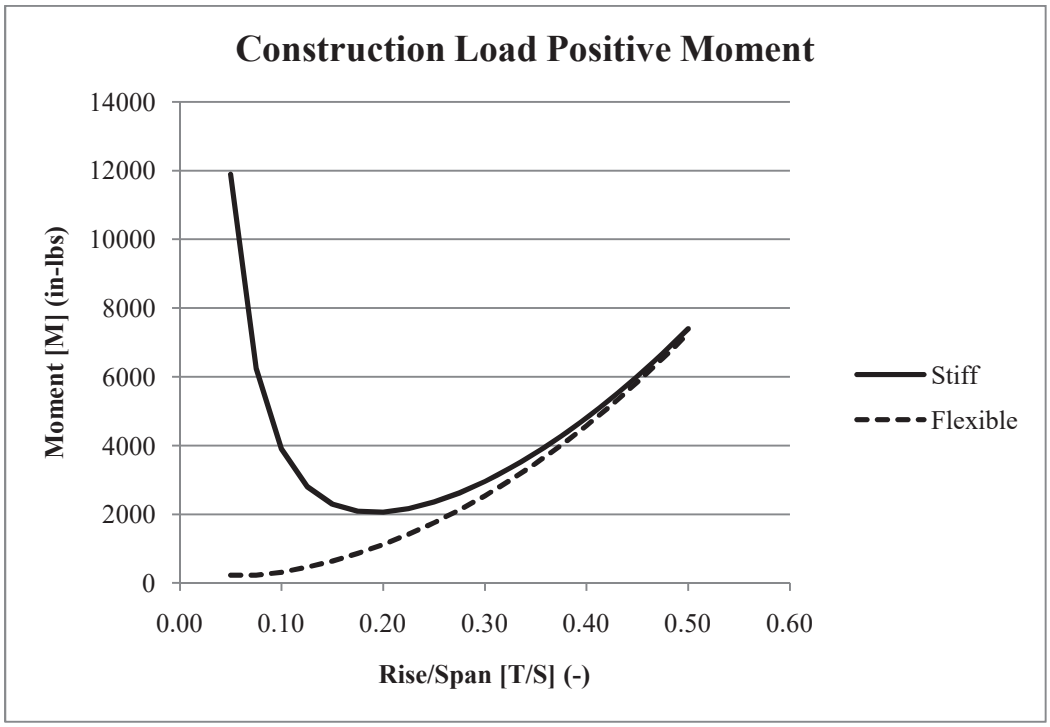


Figure 38 - Construction Load Positive Moment Graph.

Again, the same V-shaped curve appears for the stiff arch, showing that its stiffness allows it to accrue more moment than the flexible arch.

3.3.3 Wind Load

Since uplift plays a large role in the wind load, the graphs for the axial force, negative moment, and positive moment look a little different than for the other gravity loads. For starters, the axial force is in tension instead of compression, and looks like the reverse view of the dead load or construction load graphs for axial force. The horizontal reaction graph is similar to the previous two loading types. The two moment graphs are different, however, as shown in Figure 39 and Figure 40.

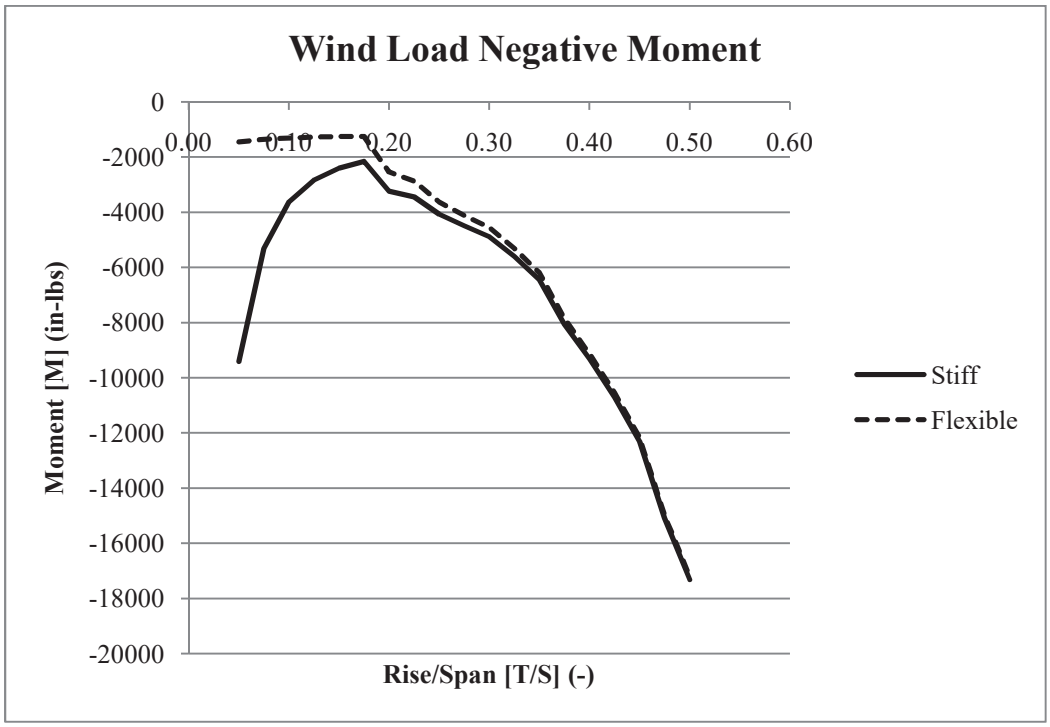


Figure 39 - Wind Load Negative Moment Graph.

The stiff arch has greater forces early on and then follows the flexible curve closely after the *r* ratio passes 0.17.

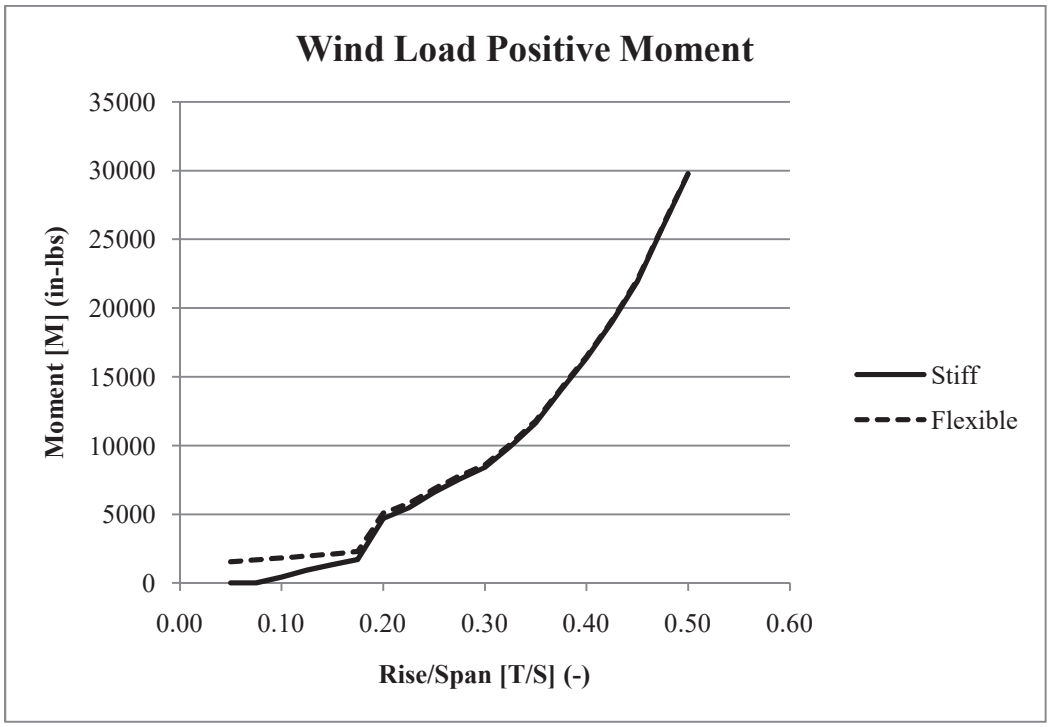


Figure 40 - Wind Load Positive Moment Graph.

In Figure 40 the curves follow closer to the dead load and construction load positive moment curve for a flexible arch. There is little difference between the stiff and flexible arch.

3.3.4 Snow Drift Load

The drift load horizontal reaction and axial force graphs are similar to the other gravity load types but have bumps due to the changing loadings as the curvature of the roof changes. The two moment graphs are nothing like the others, as seen in Figure 41 and Figure 42.

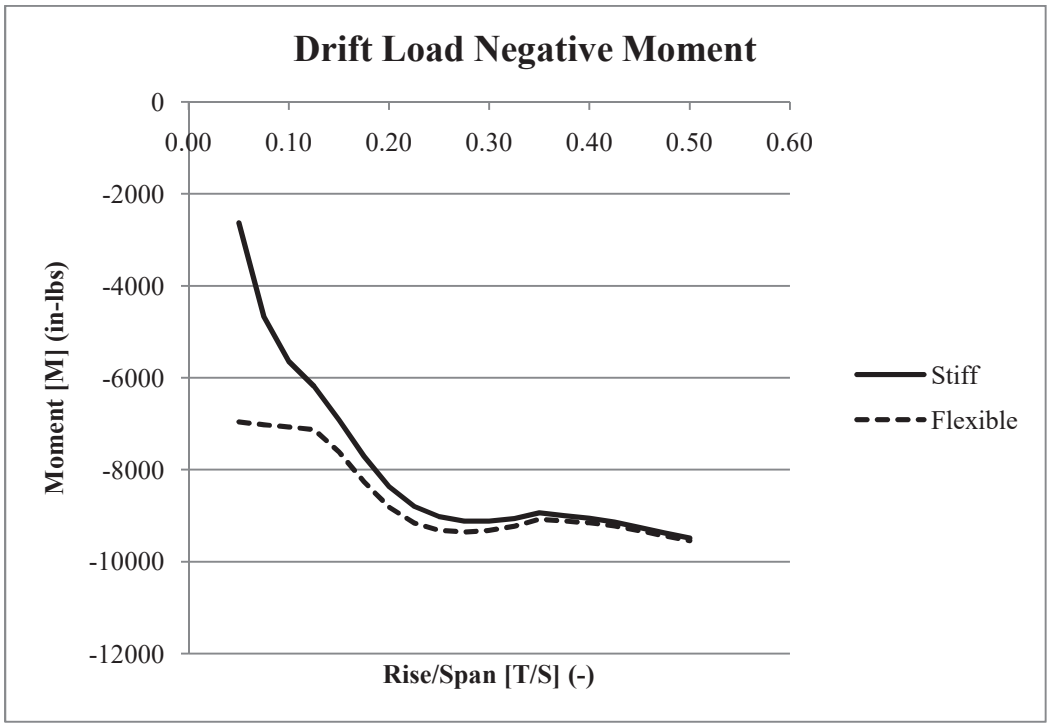


Figure 41 - Drift Load Negative Moment Graph.

Figure 41 shows that the flexible arch takes on a little more moment for lower rises but then the two curves follow each other when *r* is greater than 0.15. The bumps in Figure 41 are due to the changing curvature of the roof affecting the load pattern.

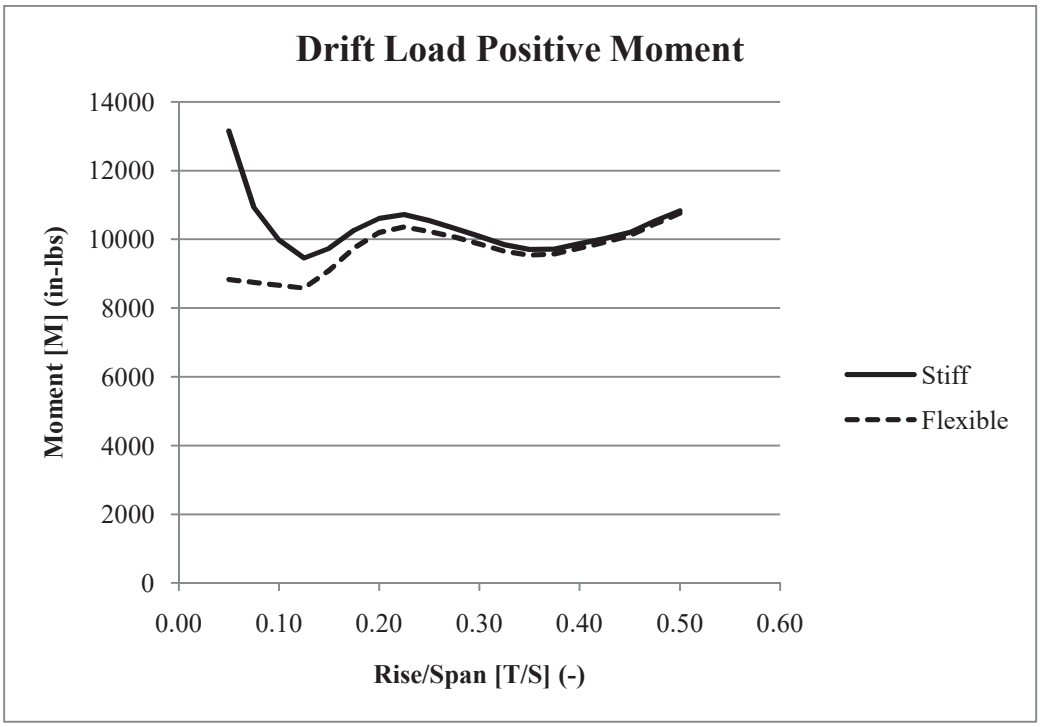


Figure 42 - Drift Load Positive Moment Graph.

The curves in Figure 42 are close, for the most part, with the stiff arch getting more moment in low rises. The bumps are again due to the changing loading patterns.

3.3.5 Balanced Snow Load

The balanced snow load is a similar loading to the construction load except where the load tapers off at the ends due to the roof slope. Because of this, the four graphs for each of the arch forces are very similar to the corresponding dead load and construction load graphs, including the V-shaped curve for the stiff arch positive moment. Figure 43 displays one of these graphs.

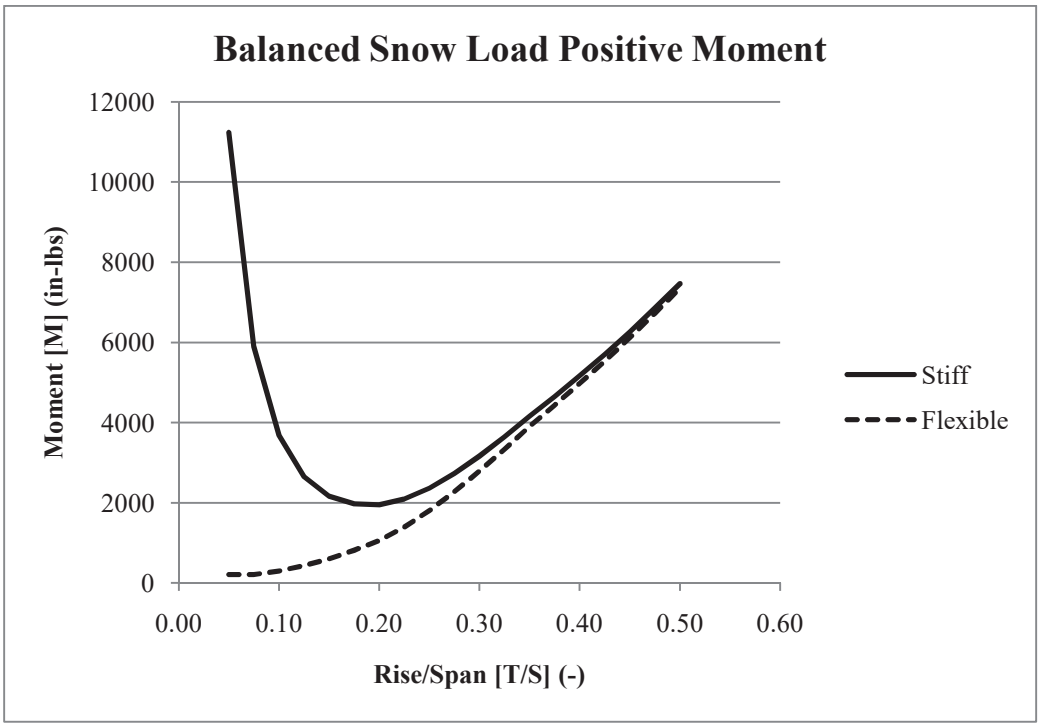


Figure 43 - Balanced Snow Load Positive Moment Graph.

Like the two other balanced gravity loads, the stiff arch takes on much higher positive moment in low rises.

3.3.6 Application for Load Tables

The load tables developed by the author will use the stiff arch curves instead of the flexible curves. There are two reasons for this choice. One is that the stiff arch gives higher moments (for the most part) and moment contributes more to the stress in the lamella than axial loads do. Second is that the roof will more likely act like a stiff arch because of the interplay in the rhomboid grid of the lamellas and the fact that the roof diaphragm over the lamellas will stiffen them as well.

It should also be noted that arched roofs are generally not designed to have *r* values close to 0 or 0.5, but fall somewhere in between. The most disparity between the stiff and

flexible arch curves occurs in the low rise range in which few, if any, arched roofs are built.

3.3.7 Example Moment Diagrams

As the arch starts out with a low rise, under uniform vertical loading, the majority of the moment will be positive moment, which would be analogous to the bending of a simple beam. As the rise of the arch increases, the "sides" of the arch will incur negative moment from the arch resisting outward buckling. This is illustrated in Figure 44, Figure 45, and Figure 46.

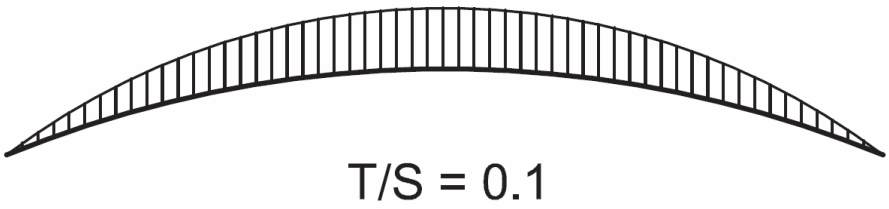


Figure 44 - Moment Diagram for Arch with Low Rise.

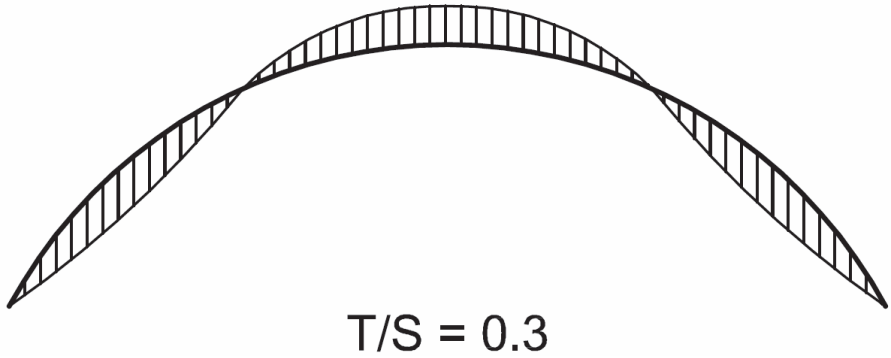


Figure 45 - Moment Diagram for Arch with Medium Rise.

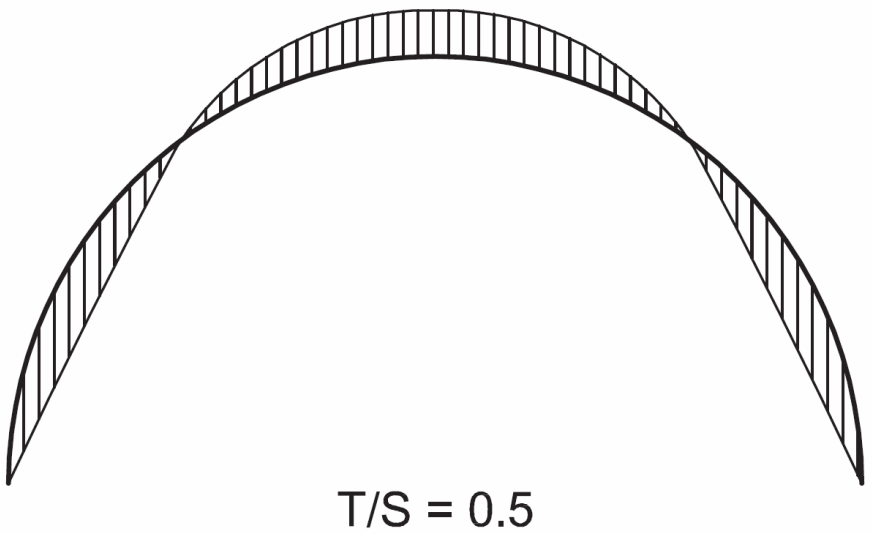


Figure 46 - Moment Diagram for Semi-Circular Arch.

The cut-off point for the beginning of negative moment depends on the stiffness of the arch. The stiffer the arch, the more moment capacity it has and the sooner it can take on negative moment as the rise increases. Generally, this point appears to be where the rise of the arch is around 10% of the span.

4 Development of Design Tables

To facilitate the design of a lamella roof, the author developed a set of design tables – one for the loads on the lamella roof (Section 4.1) and another for the connection between the lamellas (Section 4.2).

4.1 Load Tables

These tables display roof spans from 20 to 120 feet and show loads based on a changing rise. Two different sets were developed: one in the 115 mph wind zone with varying snow loads and one with zero snow loading but with varying wind speeds. The former is meant to be used in non-hurricane regions of the United States and the latter in hurricane regions, like Florida, which can expect zero annual snowfall.

The tables were created in Microsoft Excel using the finite element analysis approach discussed in Section 3.1.3 and using the ASD load combinations and loading patterns stipulated in ASCE 7-10. To aid in table generation, the author programmed a macro in which the user inputs the system parameters (span, rise, cross-sectional area, moment of inertia, and loadings) and the macro runs the various rise-to-span ratios through the FEA matrices, finds loads for each load case, and takes the worst loading from all cases for the design loads. This means that the maximum moment may come from one load case and the maximum axial force from another. The same can be said about the base reactions. Also, the point of maximum moment and maximum axial force most likely do not coincide, but designing a lumber beam-column (i.e., lamella) to resist those simultaneous maximum forces will give a conservative design.

Values in the tables are given in units per foot of arch.

Discussed earlier was the notion of the arch stiffness being a function of the moment of inertia over the cross-sectional area. In keeping with the conclusions drawn in Section 3.3.6, the author uses an I/A value of 100, representing a stiff arch, for the FEA calculations.

Additionally, when designing for ASD while using the NDS design specification, one must pay attention to the load duration factor C_D. Since wood has a load carrying capacity that increases when the load duration decreases, the NDS assigns different C_D values based on the load case. For example, NDS Table 2.3.2 specifies that an occupancy live load with a ten-year duration gets a C_D value of 1.0 while a wind load with a ten-minute duration gets a C_D value of 1.6. The load duration factor is used to increase (or decrease, if the dead load controls) the design values of the lumber used, essentially making the wood stronger.

Since the load duration factor changes depending on the loads used in the load combination, the various loads found through the FEA method must be normalized. Consider, for example, the load case $D + 0.75(0.6W) + 0.75S$. The NDS specification states that the C_D value for the shortest duration load be used for the combination, which means that the above load combination has a C_D value of 1.6. To normalize it, the loads found by the FEA spreadsheet are divided by that C_D value. Then, when designing the lamella to carry the load, the load duration factors can all be assumed to be 1.0.

The finished load tables are found in Appendix F.

4.2 Connection Tables

Connection design is based on the assumption that the lamella connection can be modeled as a double-shear connection, as shown in Figure 47.

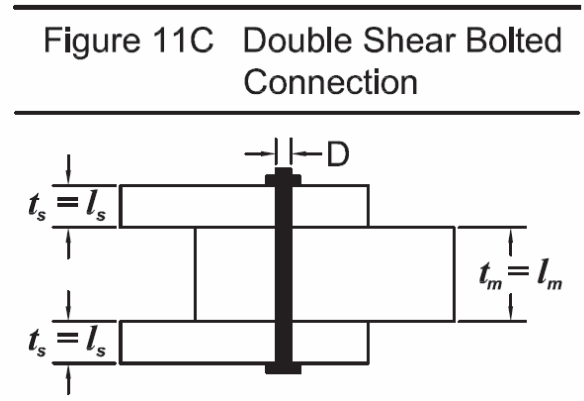


Figure 47 - Double Shear Bolted Connection [10].

As seen in Section 2.1.1, the actual geometry is a little more complicated (see Figure 17) but the approximation is close enough. Since the lamellas are all the same thickness, ℓ_s would be equal to t, the thickness of the member, and

$$\ell_m = \frac{t}{\cos 2\theta}. \tag{83}$$

These two values are used in determining the shear capacity of the connection.

The NDS stipulates finding several yield limit states for a double shear connection. These limit states are shown in Appendix A, Figure A-1. Since the connection is double shear, only modes I_m, I_s, III_s, and IV apply, each with its own yield limit equation. They are

$$I_m: Z = \frac{D\ell_m F_{em}}{R_d}, \tag{84}$$

$$\mathrm{I_s}: \; Z = \frac{D\ell_s F_{es}}{R_d}, \tag{85}$$

$$\mathrm{III_s}: \; Z = \frac{2k_3 D\ell_s F_{em}}{\left(2+R_e\right)R_d}, \tag{86}$$

and

$$\mathrm{IV}: \; Z = \frac{2D^2}{R_d}\sqrt{\frac{2F_{em}F_{yb}}{3\left(1+R_e\right)}}, \tag{87}$$

where

$D =$ dowel diameter, in,
$F_{yb} =$ dowel bending yield strength, psi,
$R_d =$ reduction term,
$R_e = F_{em}/F_{es}$,
$\ell_m =$ main member dowel bearing length, in,
$\ell_s =$ side member dowel bearing length, in,
$F_{em} =$ main member dowel bearing strength, psi,
$F_{es} =$ side member dowel bearing strength, psi,

and

$$k_3 = -1 + \sqrt{\frac{2\left(1+R_e\right)}{R_e} + \frac{2F_{yb}\left(2+R_e\right)D^2}{3F_{em}\ell_s^2}}. \tag{88}$$

At this point some simplifications and substitutions can be made. To start, F_{em} and F_{es} are dependent only on the wood specific gravity and the dowel diameter, making them the same value [10]:

$$F_{em} = F_{es} = F_{e\perp} = \frac{6{,}100G^{1.45}}{\sqrt{D}}.$$

The $F_{e\perp}$ equation is used since the shear load acts perpendicular to grain. Since F_{em} and F_{es} are the same value, R_e simplifies to one. Completing the substitutions yields:

$$k_3 = -1 + \sqrt{4 + \frac{F_{yb} D^{2.5}}{3{,}050 t^2 G^{1.45}}}, \tag{89}$$

$$\mathrm{I_m}: \; Z = \frac{6{,}100 G^{1.45} t \sqrt{D}}{R_d \cos 2\theta}, \tag{90}$$

$$\mathrm{I_s}: \; Z = \frac{12{,}200 G^{1.45} t \sqrt{D}}{R_d}, \tag{91}$$

$$\mathrm{III_m}: \; Z = \frac{12{,}200 k_3 G^{1.45} t \sqrt{D}}{3 R_d}, \tag{92}$$

and

$$\mathrm{IV}: \; Z = \frac{2D^2}{R_d} \sqrt{\frac{6{,}100 G^{1.45} F_{yb}}{9\sqrt{D}}}. \tag{93}$$

The R_d value changes depending on the yield mode. Figure 48 shows how it is determined. The footnote in the table notes that for threaded fasteners with a nomimal diameter greater than or equal to ¼″ and a root diameter, D_r, less than ¼″ (i.e., ¼″ and 5/16″ bolts),

$$R_d = K_D K_\theta,$$

where

$$K_D = 10 D_r + 0.5,$$

and K_θ is the same as shown in Figure 48. In all cases, since the shear is perpendicular to grain, θ is 90° and K_θ becomes 1.25.

Table 11.3.1B Reduction Term, R_d

Fastener Size	Yield Mode	Reduction Term, R_d
$0.25'' \le D \le 1''$	I_m, I_s	$4\ K_\theta$
	II	$3.6\ K_\theta$
	III_m, III_s, IV	$3.2\ K_\theta$
$D < 0.25''$	I_m, I_s, II, III_m, III_s, IV	K_D[1]

Notes:

$K_\theta = 1 + 0.25(\theta - 90)$

$\theta =$ maximum angle of load to grain $(0 \le \theta \le 90)$ for any member in a connection

$D =$ diameter, in. (see 11.3.6)

$K_D = 2.2$ for $D \le 0.17"$

$K_D = 10D + 0.5$ for $0.17" < D < 0.25"$

1. For threaded fasteners where nominal diameter (see Appendix L) is greater than or equal to 0.25″ and root diameter is less than 0.25″, $R_d = K_D K_\theta$.

Figure 48 - Reduction Term, R_d [10].

5 Lamella Strength and Connection Design

The following sections will display how one analyzes a lamella section for design adequacy and how one would design the connection to withstand the loads applied on it.

5.1 Lamella Strength Analysis

The lamella is designed based on the assumption that it acts like a beam-column with biaxial bending and compression. Testing done by the author (see Section 7.3.1) backs up this assumption. According to the NDS Section 3.9.2, the equation for bending and axial compression is

$$\left[\frac{f_c}{F_c'}\right]^2 + \frac{f_{b1}}{F_{b1}'\left[1-\left(f_c/F_{cE1}\right)\right]} + \frac{f_{b2}}{F_{b2}'\left[1-\left(f_c/F_{cE2}\right)-\left(f_{b1}/F_{bE}\right)^2\right]} \le 1.0 \tag{94}$$

where

$$f_c < F_{cE1} = \frac{0.822E_{\min}'}{\left(\frac{\ell_{e1}}{d_1}\right)^2}, \tag{95}$$

$$f_c < F_{cE2} = \frac{0.822E_{\min}'}{\left(\frac{\ell_{e2}}{d_2}\right)^2}, \tag{96}$$

$$f_{b1} < F_{bE} = \frac{1.20E_{\min}'}{\left(R_B\right)^2}, \tag{97}$$

with

f_{b1} = actual edgewise bending stress (bending load applied to narrow face of member),
f_{b2} = actual flatwise bending stress (bending load applied to wide face of member),
f_c = actual compressive stress from axial load,
d_1 = wide face dimension (lamella depth),
d_2 = narrow face dimension (lamella thickness),
ℓ_e = effective column length (NDS Section 3.7.1.2),

and

$$F'_{b1} = F_b C_D C_M C_t C_L C_F C_{fu} C_i C_r, \tag{98}$$

$$F'_{b2} = F_b C_D C_M C_t C_L C_F C_{fu} C_i C_r, \tag{99}$$

$$F'_c = F_c C_D C_M C_t C_F C_i C_P \tag{100}$$

and

$$E'_{\min} = E_{\min} C_M C_t C_i C_T. \tag{101}$$

Since the lamella is continually braced in the weak direction by the roof diaphragm, Equation (96) essentially becomes infinite, which reduces Equation (94) to

$$\left[\frac{f_c}{F'_c}\right]^2 + \frac{f_{b1}}{F'_{b1}\left[1-\left(f_c/F_{cE1}\right)\right]} + \frac{f_{b2}}{F'_{b2}\left[1-\left(f_{b1}/F_{bE}\right)^2\right]} \le 1.0. \tag{102}$$

As stated before, the C_D factor has already been normalized to 1.0. Also, for most of the adjustment factor C values, the values can be eliminated by setting them equal to 1.0, as well. Since the lamella roof is most likely going to be built indoors, the moisture, temperature, and incising factors - C_M, C_t, and C_i, respectively - will be equal to 1.0.

In strong-axis bending, the flat use factor C_{fu} drops to 1.0 since it is bending edge-wise. For the maximum positive moment, the compression edge of the lamella is continually

braced by the sheathing on top, and the beam stability factor C_L becomes 1.0, as well. For the maximum negative moment, the compression edge is only braced at the lamella ends and at the halfway point by the adjacent lamellas. Assuming the lamella is loaded with a uniformly distributed load, the effective length ℓ_e can be one of two values. If the unsupported length ℓ_u divided by the lamella depth is less than seven ($\ell_u/d < 7$), then

$$\ell_e = 2.06\ell_u. \tag{103}$$

If the ratio is above seven, then the effective length becomes

$$\ell_e = 1.63\ell_u + 3d. \tag{104}$$

The beam stability factor is then found by

$$C_L = \frac{1+\left(F_{bE}/F_b^*\right)}{1.9} - \sqrt{\left[\frac{1+\left(F_{bE}/F_b^*\right)}{1.9}\right]^2 - \frac{F_{bE}/F_b^*}{0.95}}, \tag{105}$$

where

$$F_b^* = F_b C_D C_M C_t C_F C_i C_r,$$

$$F_{bE} = \frac{1.20E'_{\min}}{R_B^2}, \tag{106}$$

and

$$R_B = \sqrt{\frac{\ell_e d}{b^2}}, \tag{107}$$

where b is the thickness of the lamella and R_B shall not exceed 50. The two different C_L values must be used in conjunction with their respective moments when using Equation (102) to check the beam-column.

In weak-axis bending, the flat-use factor C_{fu} is given by Tables 4A, 4B, 4C, and 4F of the NDS 2005 Supplement. The beam stability factor C_L is 1.0 since its depth is less than its width.

The size factor C_F depends on the size of the member and the species and will change depending on the lamella size. Unless the lamellas are spaced at 24 inches or less, the repetitive member factor C_r will be equal to 1.0, as well (it will be 1.15 otherwise). Since the lamella roof does not meet any of the specifications of NDS Section 4.4.2, the buckling stability factor C_T is also equal to 1.0.

Finding the column stability factor C_P is a little more involved. For starters, the NDS limits the slenderness ratio ℓ_e/d to 50 (75 during construction), where

$$\ell_e = K_e \ell. \tag{108}$$

The connections between the lamellas are assumed to be pinned-pinned so the effective length factor K_e is equal to 1.0. The lamellas are braced continuously in the weak direction by the roof sheathing so the Y-Y axis slenderness ratio is zero. The side lamellas, though they brace the continuous lamella at the half-points, only brace in the weak direction; thus, the effective length in the X-X axis is

$$\ell_e = \ell. \tag{109}$$

In reality, the lamella would have to be very long and very shallow in order for the slenderness ratio to be greater than 50. For example, a 2x8 lamella with a depth of 7.25 inches would have to be over 30 feet long for this to happen.

Equation 3.7-1 of the NDS then gives the column stability factor as

$$C_P = \frac{1+\left(F_{cE}/F_c^*\right)}{2c} - \sqrt{\left[\frac{1+\left(F_{cE}/F_c^*\right)}{2c}\right]^2 - \frac{F_{cE}/F_c^*}{c}}, \tag{110}$$

where

$F_c^* = F_c C_D C_M C_t C_F C_i$,
$c = 0.8$ for sawn lumber,
$c = 0.85$ for round timber poles and piles,
$c = 0.9$ for structural glued laminated timber or structural composite lumber,

and F_{cE} is the same as in Equation (95).

The thrust and moments found in the Load Tables must be adjusted to take the skew of the lamella arches and the length of the lamellas into consideration. The moment in the strong direction must be multiplied by the spacing of the lamellas and divided by the cosine of the skew angle since the lamella follows the skewed arch [3]:

$$M_{x,lam} = \frac{\left(\text{Spacing}\right)\left(M_{load\ table}\right)}{\cos\theta}. \tag{111}$$

The thrust is taken up by two lamellas, since the compressive force can go two ways in each connection node [3]:

$$F_{a,lam} = \frac{\left(\text{Spacing}\right)\left(F_{a,load\ table}\right)}{2\cos\theta}. \tag{112}$$

In the weak direction, the moment is generated by the force couple created by the side lamellas abutting the middle lamella, which is simply the axial thrust multiplied by the shift of the connection:

$$M_{y,lam} = \left(F_{a,lam}\right)\left(s\right). \tag{113}$$

With a chosen trial section one can begin the process of checking the section for adequacy. First, one finds the bending and compressive stresses by

$$f_{b1} = \frac{M_{x,lam}}{S_{xx}}, \tag{114}$$

$$f_{b2} = \frac{M_{y,lam}}{S_{yy}}, \tag{115}$$

and

$$f_c = \frac{F_{a,lam}}{A}. \tag{116}$$

After these calculations, it is a simple matter of checking the calculated stresses for compliance in the interaction equation from Equation (102). It is important to note that this calculation must be done twice – once for the maximum positive moment and once for the maximum negative moment, each calculated with their respective C_L values.

5.2 Connection Design

Since the connections between lamellas are achieved using dowel-type fasteners, the equation for the reference design value is

$$Z' = ZC_D C_M C_t C_g C_\Delta C_{eg} C_{di} C_{tn}, \tag{117}$$

where

C_D = Load Duration Factor,
C_M = Wet Service Factor,
C_t = Temperature Factor,
C_g = Group Action Factor,
C_Δ = Geometry Factor,
C_{eg} = End Grain Factor,
C_{di} = Diaphragm Factor,
C_{tn} = Toe-Nail Factor.

Again, the C_D factor is normalized to 1.0 as in Section 4.1. Unless the building is exposed to the elements, the C_M and C_t factors will most likely be 1.0 as well.

The calculation for the group action factor is rather long. To begin,

$$C_g = \left[\frac{m\left(1-m^{2n}\right)}{n\left[\left(1+R_{EA}m^n\right)\left(1+m\right)-1+m^{2n}\right]} \right] \left[\frac{1+R_{EA}}{1-m} \right], \tag{118}$$

where

$n =$ number of fasteners in a row,

$$R_{EA} = \min\left[\frac{E_s A_s}{E_m A_m}, \frac{E_m A_m}{E_s A_s}\right],$$

$E_m =$ modulus of elasticity of main member, psi,

$E_S =$ modulus of elasticity of side member, psi,

$A_m =$ cross-sectional area of main member, in^2,

$A_s =$ cross-sectional area of side member, in^2,

$$m = u - \sqrt{u^2 - 1},$$

$$u = 1 + \gamma \frac{s}{2}\left[\frac{1}{E_m A_m} + \frac{1}{E_s A_s}\right],$$

$s =$ center-to-center spacing between adjacent fasteners in a row, in,

$\gamma = 180,000 D^{1.5}$ (for dowel-type fasteners in wood-to-wood connections).

However, since the side member and main members are the same material, and the side lamella area will always be less than the middle lamella due to the curvature cut,

$$E_m = E_s = E,$$

$$R_{EA} = \frac{A_s}{A_m},$$

$$u = 1 + \frac{180,000 D^{1.5} s}{2E}\left[\frac{1}{A_m} + \frac{1}{A_s}\right].$$

The geometry factor, if the designer follows the diagrams in Figure 15 and Figure 16, can be equal to the value shown for those figures. If it falls somewhere between, C_Δ can be found through one of two ways. To quote the NDS,

> When dowel-type fasteners are used and the actual end distance for parallel or perpendicular to grain loading is greater than or equal to the minimum end distance (see Figure 11) for $C_\Delta = 0.5$, but less than the minimum end distance for $C_\Delta = 1.0$, the geometry factor, C_Δ, shall be determined as follows:

$$C_\Delta = \frac{\text{actual end distance}}{\text{minimum end distance for } C_\Delta = 1.0},$$

and

> When the actual spacing between dowel-type fasteners in a row for parallel or perpendicular to grain loading is greater than or equal to the minimum spacing (see Figure 12), but less than the minimum spacing for $C_\Delta = 1.0$, the geometry factor, C_Δ, shall be determined as follows:
>
> $$C_\Delta = \frac{\text{actual spacing}}{\text{minimum spacing for } C_\Delta = 1.0}. \quad [10]$$

The end grain factor, C_{eg}, only applies when a fastener is loaded in withdrawal from the end grain of a member and can be set to 1.0. Since the lamella connection is not part of a diaphragm, the C_{di} is also 1.0. And, since the connections are not toe-nailed, C_{tn} is equal to 1.0 as well.

The connection joint between the continuous and non-continuous lamellas must be designed to handle both vertical shear perpendicular to grain and thrust parallel to grain as a result of the eccentric connection. The vertical shear can be found by [16]:

$$V_\perp = \frac{4M_{x,lam}}{\ell}, \tag{119}$$

where $M_{x,lam}$ is the moment in the strong axis of the lamella resulting from the chosen loading combination.

The thrust parallel to grain results in tension in the bolts. According to Scofield [3], the magnitude of this tension is found by

$$T_{bolts} = \frac{2F_{a,lam}\cos\theta}{\tan 2\theta}, \tag{120}$$

where $F_{a,lam}$ is the thrust in each lamella and θ is the skew angle of the lamella arch. This tension would be split evenly between the bolts in the connection. Also, the tension in

the bolt would need to be transferred to the lamella through a washer of appropriate surface area so as not to crush the surrounding wood, as discussed later in this section [16].

The tensile capacity of a bolt is found by multiplying the diameter of the bolt by its yielding stress [4]. However, since there is a reduction in area due to the threads at the end of the bolt, one must use the root diameter D_r for calculations:

$$T_{cap} = D_r F_{y,bolt}. \tag{121}$$

The yielding stress of the bolts is usually 36,000 psi. Using this information, Table 11 was created.

Table 11 - Strength Properties for Standard Hex Bolts.

Properties for Standard Hex Bolts			
Diameter [D]	Root Diameter [D_r] (in)	Root Area [A_r] (in^2)	Tensile Capacity [Z] (lbs)
1/4"	0.189	0.028	1005
5/16"	0.245	0.047	1695
3/8"	0.298	0.070	2510
1/2"	0.406	0.129	4660
5/8"	0.514	0.207	7465
3/4"	0.627	0.309	11115
7/8"	0.739	0.429	15440
1"	0.847	0.563	20280

Washers are used to transfer the tension load from the bolts to the lamellas and must be designed so as not to crush the surrounding wood. First, one must compute the compression strength of the wood perpendicular to grain [10]:

$$F'_{c\perp} = F_{c\perp} C_M C_t C_i C_b. \tag{122}$$

If the lamella roof is enclosed such that the lamellas are indoors, the C_M, C_t, and C_i, factors will all drop to 1.0. The NDS has the following to say about the bearing area factor C_b:

> Reference compression design values perpendicular to grain, $F_{c\perp}$,apply to bearings of any length at the ends of a member, and to all bearings 6″ or more in length at any other location. For bearings less than 6″ in length and not nearer than 3″ to the end of a member, the reference compression design value perpendicular to grain, $F_{c\perp}$, shall be permitted to be multiplied by the following bearing area factor, C_b:
>
> $$C_b = \frac{\ell_b + 0.375}{\ell_b} \tag{123}$$
>
> where
>
> ℓ_b = bearing length measured parallel to grain, in. [10]

Since the bolts, and therefore the washers, are closer than 3″ to the end of the lamella, the bearing area factor does not increase the design compression strength perpendicular to grain and can be set to 1.0, as well.

From there, the necessary washer area needed for the tension developed in the bolts is found by

$$A_{washer} \geq \frac{T_{bolts}}{F'_{c\perp}}. \tag{124}$$

This washer area is split between the bolts in the connection and applies for the entire connection. In other words, half of the washer area is for one side of the connection and the other half for the other side.

It should be noted that due to friction between the bolts and the surrounding wood, the forces in the connection will be slightly less than those computed, yielding slightly conservative design values [16].

6 Design Example

In this section, the tables developed by the author are used to design an example lamella roof. The example is designed following the NDS 2005 Specification using the Allowable Stress Design (ASD) process. It should be noted that Load & Resistance Factor Design (LRFD) is a perfectly acceptable design approach; however, the tables developed by the author use ASD load combinations.

In this example, the combination of snow drift and dead loads likely generates the largest loads on the structure; however, due to the nature of the load tables it is impossible to tell. The following design criteria apply:

- 40 ft span (S = 40 ft)
- 10 ft rise (T = 10 ft)
- Southern Pine No.1 lumber
- Structure dead load (D) = 10 psf
- Construction live load (L_r) = 20 psf
- Grounld snow load (p_g) = 30 psf
- Basic wind speed (V) = 120 mph
- 10 lamellas per arch (n = 10)
- Skew angle of 19° (θ = 19°)

6.1 Lamella Strength Check

First one must find the nominal length ℓ of the lamellas. Thus,

$$R = \frac{4T^2 + S^2}{8T} = \frac{4(10')^2 + (40')^2}{8(10')} = 25',$$

$$2\phi = \frac{\beta}{n} = \frac{2}{n}\arccos\left(\frac{R-T}{R}\right) = \frac{2}{10}\arccos\left(\frac{25'-10'}{25'}\right) = 10.62°,$$

$$\ell_{c-c} = 2R\sin\phi = 2(25')\sin\left(\frac{10.62°}{2}\right) = 4.63',$$

$$\ell = \frac{\ell_{c-c}}{\cos\theta} = \frac{6.604'}{\cos(19°)} = \boxed{4.90'}.$$

Looking at Table 1, this length of lamella at a skew of 19° gives a spacing of about 1.59 feet. From looking at the load tables in Appendix E, the following loads (per foot section of arch) are caused by the aforementioned design criteria:

- R_y = 545 lbs
- R_x = 520 lbs
- F_a = 755 lbs
- M^- = -8800 in-lbs
- M^+ = 10110 in-lbs

The axial thrust in each lamella is then found by

$$F_{a,lam} = \frac{\left(755\ \text{lbs}/\text{ft}\right)(1.59')}{2\cos(19°)} = \boxed{636\ \text{lbs}},$$

and the moments are

$$M^{-}_{x,lam} = \frac{(1.59')\left(-8800 \text{ in-lbs}/\text{ft}\right)}{\cos(19°)} = \boxed{-14837 \text{ in-lbs}},$$

$$M^{+}_{x,lam} = \frac{(1.59')\left(10110 \text{ in-lbs}/\text{ft}\right)}{\cos(19°)} = \boxed{17046 \text{ in-lbs}},$$

$$M_{y,lam} = (636 \text{ lbs})(3.79'') = \boxed{2865 \text{ in-lbs}}.$$

The lamella must now be designed as a biaxial beam-column to withstand the combined thrust and moment for both positive and negative moment. For the positive moment, the compression side of the member is assumed to be braced continuously by the sheathing on the rooftop. For the negative moment, the side lamellas abut the continuous lamella at the half-points providing lateral bracing, giving an unbraced length of half of the lamella length. The weak-axis bending is assumed to be braced at the endpoints only. A 2x10 trial section will be used for the strength checks – it has the following characteristics [10]:

- A = 13.88 in^2
- S_{xx} = 21.39 in^3
- S_{yy} = 3.469 in^3
- F_b = 1300 psi
- F_c = 1600 psi
- E_{min} = 620,000 psi

Since the size of the bolts is unknown, the shift of the connection cannot be immediately found. The author assumes ½″ bolts in design which, according to Table 2, gives a shift of 3.79″. The forces due to the thrust and moments are as follows:

$$f_c = \frac{F_{a,lam}}{A} = \frac{636 \text{ lbs}}{13.88 \text{ in}^2} = \boxed{45.9 \text{ psi}},$$
$$f_{b1}^{-} = \frac{M_{x,lam}^{-}}{S_{xx}} = \frac{14837 \text{ in-lbs}}{21.39 \text{ in}^3} = \boxed{693.6 \text{ psi}},$$
$$f_{b1}^{+} = \frac{M_{x,lam}^{+}}{S_{xx}} = \frac{17046 \text{ in-lbs}}{21.39 \text{ in}^3} = \boxed{796.9 \text{ psi}},$$

and

$$f_{b2} = \frac{M_{y,lam}}{S_{yy}} = \frac{2865 \text{ in-lbs}}{3.469 \text{ in}^3} = \boxed{825.8 \text{ psi}}.$$

Now the adjustment factors must be found. Since the lamellas are spaced at less than 24″ on-center, the repetitive member factor C_r can be set to 1.15, which increases the bending strength of the lumber. From here, the beam stability factor C_L for the negative moment is calculated:

$$\frac{\ell_u}{d_1} = \frac{\left(4.90'/2\right)\left(12 \text{ in}/\text{ft}\right)}{9.25''} = 3.18' < 7.0,$$
$$\ell_e = 2.06\ell_u = 2.06\left(4.90'/2\right)\left(12 \text{ in}/\text{ft}\right) = 60.52'',$$

$$R_B = \sqrt{\frac{\ell_e d}{b^2}} = \sqrt{\frac{(60.52'')(9.25'')}{(1.5'')^2}} = 15.77,$$

$$E'_{\min} = E_{\min} C_M C_t C_i C_T = (620{,}000 \text{ psi})(1.0)(1.0)(1.0)(1.0) = 620{,}000 \text{ psi},$$

$$F_{bE} = \frac{1.20 E'_{\min}}{R_B^2} = \frac{1.20(620{,}000 \text{ psi})}{(15.77)^2} = 2990 \text{ psi},$$
$$F_b^* = F_b C_D C_M C_t C_F C_i C_r = (1300 \text{ psi})(1.0)(1.0)(1.0)(1.0)(1.0)(1.0)(1.15),$$
$$F_b^* = 1495 \text{ psi},$$

$$C_L = \frac{1+\left(F_{bE}/F_b^*\right)}{1.9} - \sqrt{\left[\frac{1+\left(F_{bE}/F_b^*\right)}{1.9}\right]^2 - \frac{F_{bE}/F_b^*}{0.95}},$$

$$C_L = \frac{1+(2990/1495)}{1.9} - \sqrt{\left[\frac{1+(2990/1495)}{1.9}\right]^2 - \frac{2990/1495}{0.95}},$$

$$C_L = \boxed{0.956}.$$

Now, the column stability factor C_P is determined:

$$F_{cE} = \frac{0.822E'_{\min}}{\left(\frac{\ell_e}{d}\right)^2} = \frac{0.822(620{,}000\text{ psi})}{\left(\frac{(4.90')(12\text{ in/ft})}{9.25''}\right)^2} = 12630\text{ psi},$$

$$F_c^* = F_c C_D C_M C_t C_F C_i = (1600\text{ psi})(1.0)(1.0)(1.0)(1.0)(1.0) = 1600\text{ psi},$$

$$c = 0.8,$$

$$C_P = \frac{1+\left(F_{cE}/F_c^*\right)}{2c} - \sqrt{\left[\frac{1+\left(F_{cE}/F_c^*\right)}{2c}\right]^2 - \frac{F_{cE}/F_c^*}{c}},$$

$$C_P = \frac{1+(12630/1600)}{2(0.8)} - \sqrt{\left[\frac{1+(12630/1600)}{2(0.8)}\right]^2 - \frac{12630/1600}{0.8}},$$

$$C_P = \boxed{0.973}.$$

Now, the remaining three design stresses for the unity check equation follow:

$$F'_{b1} = F_b C_D C_M C_t C_L C_F C_{fu} C_i C_r = (1300\text{ psi})(1.0)(1.0)(1.0)(0.956)(1.0)(1.0)(1.0)(1.15),$$

$$F'_{b1} = 1430\text{ psi}.$$

The above F'_{b1} applies to the negative moment since the C_L value is for an unbraced length of 2.45 feet. For the positive moment with the compression edge continually braced, C_L = 1.0 and

$$F'_{b1} = F_b C_D C_M C_t C_L C_F C_{fu} C_i C_r = (1300\text{ psi})(1.0)(1.0)(1.0)(1.0)(1.0)(1.0)(1.0)(1.15),$$
$$F'_{b1} = 1495\text{ psi}.$$

For the compressive strength parallel to grain,

$$F'_c = F_c C_D C_M C_t C_F C_i C_P = (1600\text{ psi})(1.0)(1.0)(1.0)(1.0)(1.0)(0.973),$$
$$F'_c = 1556\text{ psi}.$$

From here, it is a simple matter to plug the values into the modified unity equation. For the negative moment:

$$\left[\frac{f_c}{F'_c}\right]^2 + \frac{f_{b1}}{F'_{b1}\left[1-\left(f_c/F_{cE1}\right)\right]} + \frac{f_{b2}}{F'_{b2}\left[1-\left(f_{b1}/F_{bE}\right)^2\right]} \le 1.0,$$

$$\left[\frac{45.9\text{ psi}}{1556\text{ psi}}\right]^2 + \frac{693.6\text{ psi}}{(1430\text{ psi})\left[1-\left(\frac{45.9\text{ psi}}{12630\text{ psi}}\right)\right]} + \frac{825.8\text{ psi}}{(1794\text{ psi})\left[1-\left(\frac{693.6\text{ psi}}{2990\text{ psi}}\right)^2\right]} \le 1.0,$$

$$\boxed{0.974 < 1.0 \quad \text{O.K.}},$$

and the positive moment is

$$\left[\frac{45.9\text{ psi}}{1556\text{ psi}}\right]^2 + \frac{796.9\text{ psi}}{(1495\text{ psi})\left[1-\left(\frac{45.9\text{ psi}}{12630\text{ psi}}\right)\right]} + \frac{825.8\text{ psi}}{(1794\text{ psi})\left[1-\left(\frac{796.9\text{ psi}}{2990\text{ psi}}\right)^2\right]} \le 1.0,$$

$$\boxed{1.031 > 1.0}.$$

The unity equation checks out for the negative moment but is about 3% high for the positive moment. However, since the loads on the arch are generally overstated and the stiffness of the roof will increase with the addition of the roof diaphragm, this extra 3% is of small concern and can most likely be ignored. Thus, a 2x10 section is adequate for design.

It should also be noted that the end supports of the arch need to be designed to carry 520 lbs. of lateral force per foot and 545 lbs. of gravity load per foot.

6.2 Connection Design

As mentioned in Section 4, there are two load paths in the connection. First, the vertical shear through the connection is found by

$$V_{\perp} = \frac{4M^{+}_{x,lam}}{\ell} = \frac{4\left(17046 \text{ in-lbs}\right)}{4.90'\left(12\,{}^{\text{in}}\!/\!_{\text{ft}}\right)} = \boxed{1160 \text{ lbs}}.$$

The positive moment is used because its magnitude is greater than that of the negative moment.

The tension due to the eccentric connection is

$$T_{bolts} = \frac{2F_{a,lam}\cos\theta}{\tan 2\theta} = \frac{2\left(636 \text{ lbs}\right)\left(\cos 19°\right)}{\tan 38°} = \boxed{1540 \text{ lbs}}.$$

From Equation (117), we know that the strength of a connection is determined by

$$Z' = ZC_D C_M C_t C_g C_\Delta C_{eg} C_{di} C_{tn}.$$

The duration, moisture, temperature, end grain, diaphragm action, and toe-nail factors can all be set to 1.0 as discussed in Section 5.2. For determining the group action factor, a couple properties of the lamella must be found first. From Equation (11), the total length of the lamella, assuming ½″ bolts, is

$$\ell_T = \frac{2R\sin\phi}{\cos\theta} + \frac{t + 2D\tan 2\theta}{2\sin\theta\cos\theta} + \frac{t}{\tan 2\theta},$$

$$\ell_T = \frac{2(25')\left(12''/1'\right)\sin(5.31°)}{\cos(19°)} + \frac{1.5'' + 2(0.5'')\tan(38°)}{2\sin(19°)\cos(19°)} + \frac{1.5''}{\tan(38°)},$$

$$\ell_T = 65.09'' \approx 5' - 5\,{}^{3}\!/_{32}''.$$

Then, the angle ϕ_T is

$$\phi_T = \arcsin\left(\frac{\ell_T}{2R}\right) = \arcsin\left(\frac{65.09''}{2(25')\left(12''/1'\right)}\right) = 6.228°,$$

which means that the rise of the individual lamella, according to Equation (16), is

$$T' = R - \frac{\ell_T}{2\tan\phi_T} = (25')\left(12''/1'\right) - \frac{65.09''}{2\tan(6.228°)} = 1.77'',$$

which must be subtracted from the depth of the lamella to find its depth at the connecting end. Since a 2x10 has a depth of 9.25″, the depth at the connecting ends would be 7.48″.

Looking at Table B-4, the maximum length of a lamella for ½″ bolts while still keeping the geometry factor C_Δ equal to 1.0 is 8.5′ for three bolts and a radius of 25′. Since the total length of lamella is under that maximum, the spacing for keeping C_Δ equal to 1.0 should be used. According to Figure 16, this spacing is 4*D*, which would be 2″ for ½″ bolts.

For the group action factor,

$$E_m = E_s = E = 620{,}000 \text{ psi},$$

$$R_{EA} = \frac{A_s}{A_m} = \frac{(7.48'')(1.5'')}{13.88 \text{ in}^2} = 0.808.$$

Then, with a spacing of 2″,

$$u = 1 + \frac{180{,}000 D^{1.5} s}{2E}\left[\frac{1}{A_m} + \frac{1}{A_s}\right],$$

$$u = 1 + \frac{180{,}000\left(0.5''\right)^{1.5}\left(2''\right)}{2\left(620{,}000 \text{ psi}\right)}\left[\frac{1}{13.88 \text{ in}^2} + \frac{1}{\left(7.48''\right)\left(1.5''\right)}\right],$$

$$u = 1.107,$$

$$m = u - \sqrt{u^2 - 1} = \left(1.107\right) - \sqrt{\left(1.107\right)^2 - 1} = 0.8339.$$

Plugging these values in to solve for the geometry factor yields

$$C_g = \left[\frac{m\left(1 - m^{2n}\right)}{n\left[\left(1 + R_{EA} m^n\right)\left(1 + m\right) - 1 + m^{2n}\right]}\right]\left[\frac{1 + R_{EA}}{1 - m}\right],$$

$$C_g = \left[\frac{\left(0.8339\right)\left(1 - \left(0.8339\right)^{2(3)}\right)}{(3)\left[\left(1 + \left(0.808\right)\left(0.8339\right)^3\right)\left(1 + 0.8339\right) - 1 + \left(0.8339\right)^{2(3)}\right]}\right]\left[\frac{1 + 0.808}{1 - 0.8339}\right],$$

$$\boxed{C_g = 0.990.}$$

Essentially, the design strength of the connection will only be reduced by 1% since the geometry factor is the only one not equal to 1.0.

Table F-1 shows that a ½″ bolt can withstand 530 lbs of shear for southern pine (G = 0.55), so three bolts would have a shear capacity of

$$Z' = ZC_D C_M C_t C_g C_\Delta C_{eg} C_{di} C_{tn},$$

$$Z' = (3)(530 \text{ lbs})(1.0)(1.0)(1.0)(0.990)(1.0)(1.0)(1.0)(1.0) = 1570 \text{ lbs},$$

which is greater than the 1160 lbs required. Table 11 shows that a ½″ bolt has a tensile capacity of 4460 lbs so by observation, three of them are more than sufficient for the 1540 lbs required.

The compression strength perpendicular to grain of the lamella is

$$F'_{c\perp} = F_{c\perp} C_M C_t C_i C_b = (565 \text{ psi})(1.0)(1.0)(1.0)(1.0) = \boxed{565 \text{ psi}},$$

and the required area of washers is then

$$A_{washer} \geq \frac{T_{bolts}}{F'_{c\perp}} = \frac{1540 \text{ lbs}}{565 \text{ psi}} = \boxed{2.72 \text{ in}^2}.$$

Washer size should be specified by the engineer based on availability of materials. If regular stamped washers have insufficient area, oversized square washers may need to be used.

7 Prototype Models

In order to better visualize and demonstrate the concept of the lamella roof, two models were created. They gave the author a better understanding of how the lamella roof fits together and also demonstrated the ease of assembly of the system. Also, a steel model allowed the author to perform load testing with strain gauges.

7.2 Matboard Model

A proof-of-concept model was created using matboard connected with #3 solid brass fasteners. The lamella pieces were cut using a laser cutter and assembled by hand. While assembling the model (shown in Figure 49), the author noted that as more pieces were added to the lamella arch, the arch itself became more stiff, indicating an interaction having to do with the interesting connection style used by lamella construction.

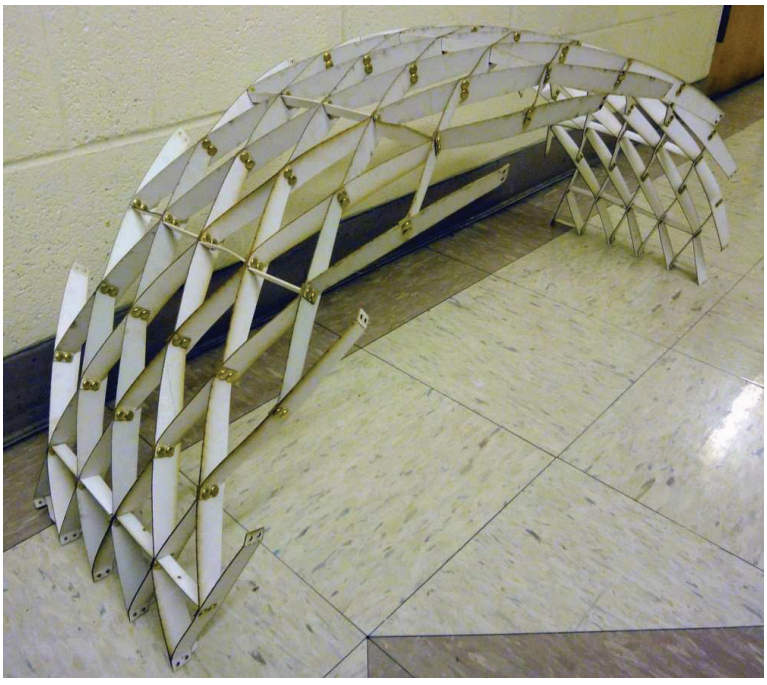


Figure 49 - Matboard Proof-of-Concept Model.

7.3 Steel Model

After the proof-of-concept model was made, a model made of sheet steel was fabricated and donated by H. Kubenik Metals of Milwaukee, WI. The model was precision-cut using a computer-controlled plasma cutter with the ends bent in a machine press (see Figure 50 and Figure 51). The steel model was approximately a two-times scale copy of the matboard model.



Figure 50 - Plasma Cutting of Steel Lamellas.



Figure 51 - Bending of Steel Lamellas.

After cutting and bending, the lamellas were assembled with machine screws, lock washers, and nuts to create a section of a lamella arch. The finished product is displayed in Figure 52.

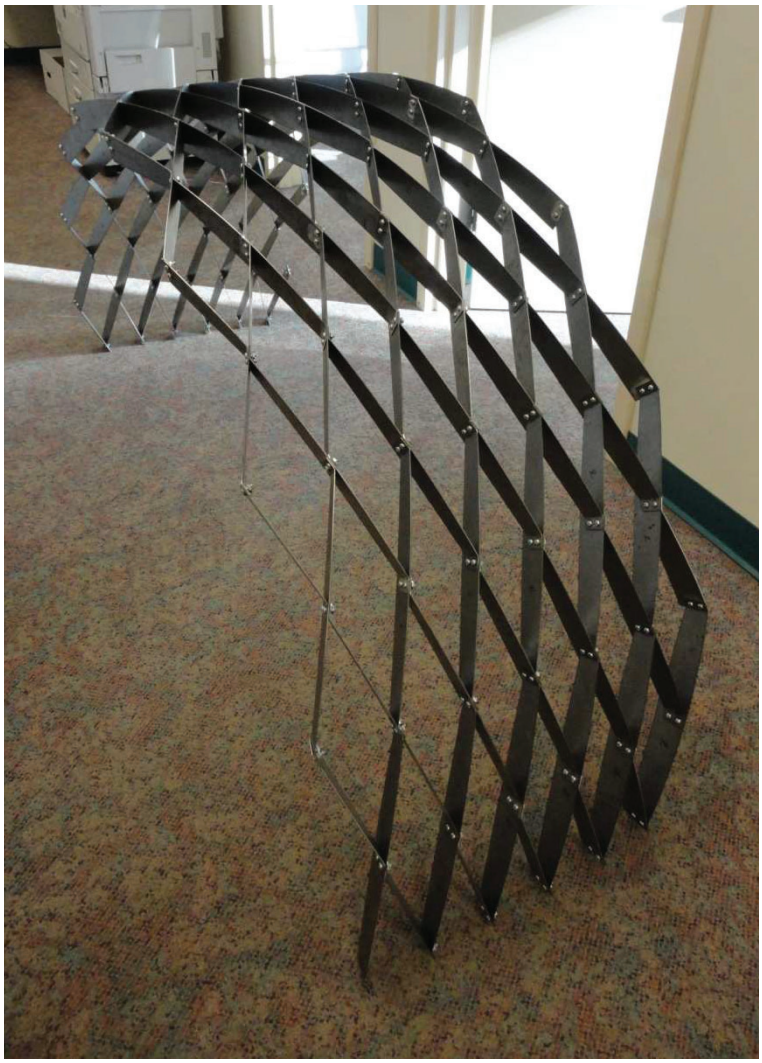


Figure 52 - Assembled Steel Lamella Arch.

Though hard to see in Figure 52, the top of the arch had a distinct curvature in the short direction, resulting in "cupping" of the entire structure. This is most likely due to the fact that the drafting model used for fabrication was not as exact as required for a perfect fit.

The properties of the steel arch ended up being:

- Span [S] = 75″
- Rise [T] = 37″
- Arch width of 24″

- 12 ga. A36 steel (thickness [t] = 0.1084″)
- 10-32 x ½″ machine screws
- 8.5 lamellas per arch (n = 8.5)
- Spacing = 4.145″
- Nominal depth of lamella [d] = 2.05″

7.3.1 Load Testing

The steel model was tested to see if the resultant stresses on the model fit with those predicted by the load table program created by the author. Special bearing plates were fabricated out of 2x4 lumber to act like pinned connections at the springing ends of the arch as shown in Figure 53.



Figure 53 - Steel Model Bearing Plates.

To find the stresses in the lamellas during testing, several strain gauges were affixed to the model, as depicted in Figure 54.

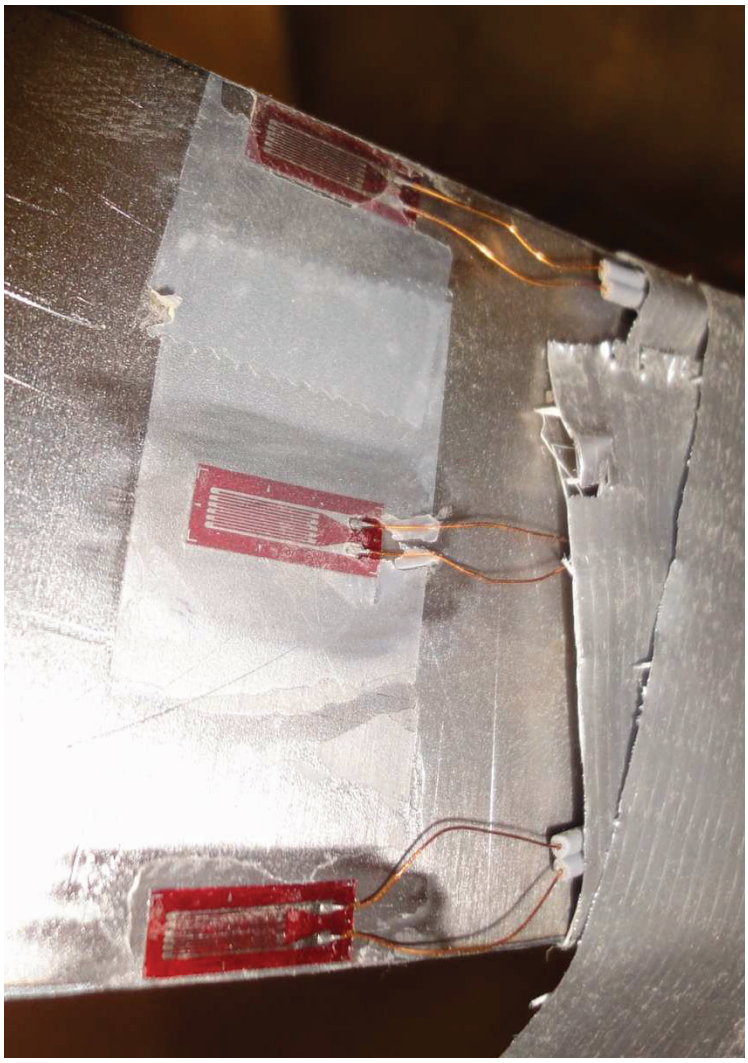


Figure 54 - Strain Gauge Close-up.

The strain gauges were placed in the middle of a lamella span to reduce any affects that stress concentrations might have had on the results. They were placed in three groups at different parts of the arch, as shown in Figure 55. The gauge groups are depicted with a black rectangle.

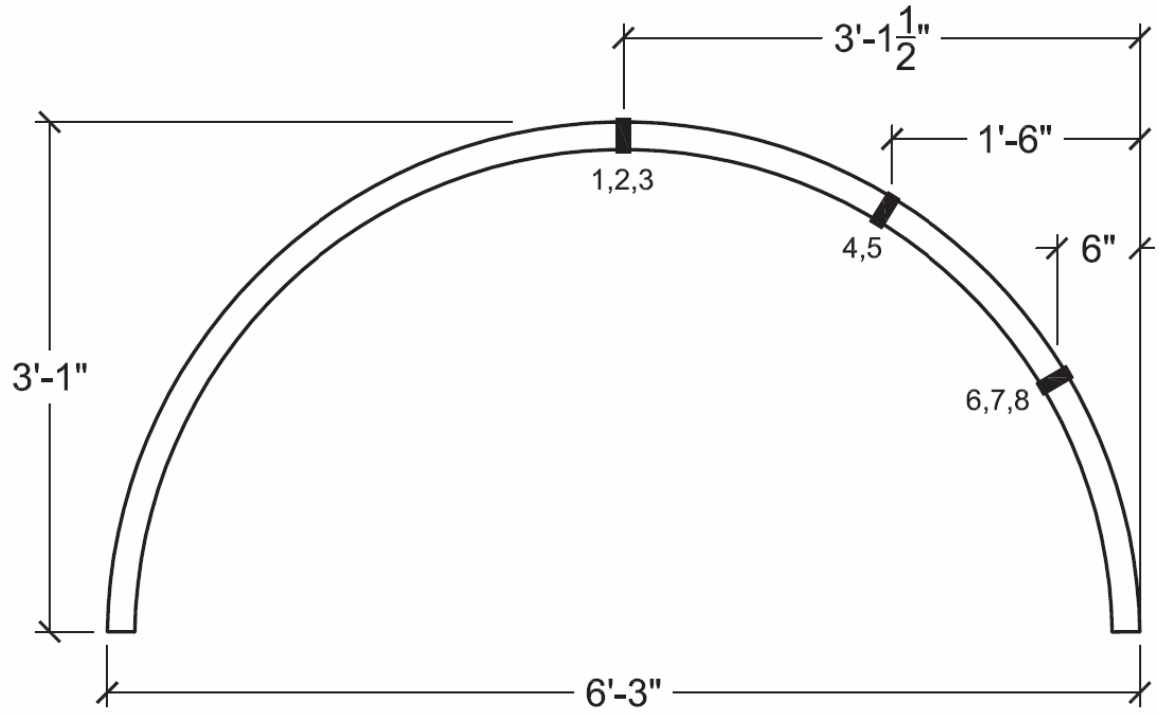


Figure 55 - Strain Gauge Locations.

The numbers next to the rectangles represent the locations of the numbered strain gauges. The gauge with the lower number is closer to the outside of the arch, i.e., SG1 is at the very top of the arch while SG3 is directly below it on the inside of the arch.

Three different loading patterns were used for testing, shown in Figure 56, Figure 57, and Figure 58, each to simulate a different real-world loading. Plastic bags, each filled with ten pounds of sand, were used to control the amount of load. The first series was to simulate a balanced snow load.



Figure 56 - Balanced Snow Load Simulation.

The second simulated a snow drift load by stacking sand bags on half of the structure. The sand bag loading does not exactly reflect the loading pattern depicted in the Simplified Figure 7-3 found in Appendix C since the loading is uniform. To counter this discrepancy, the loading pattern in the Simplified Figure 7-3 was averaged to $1.35p_f$ and the load put into the load table program was adjusted to match this value.

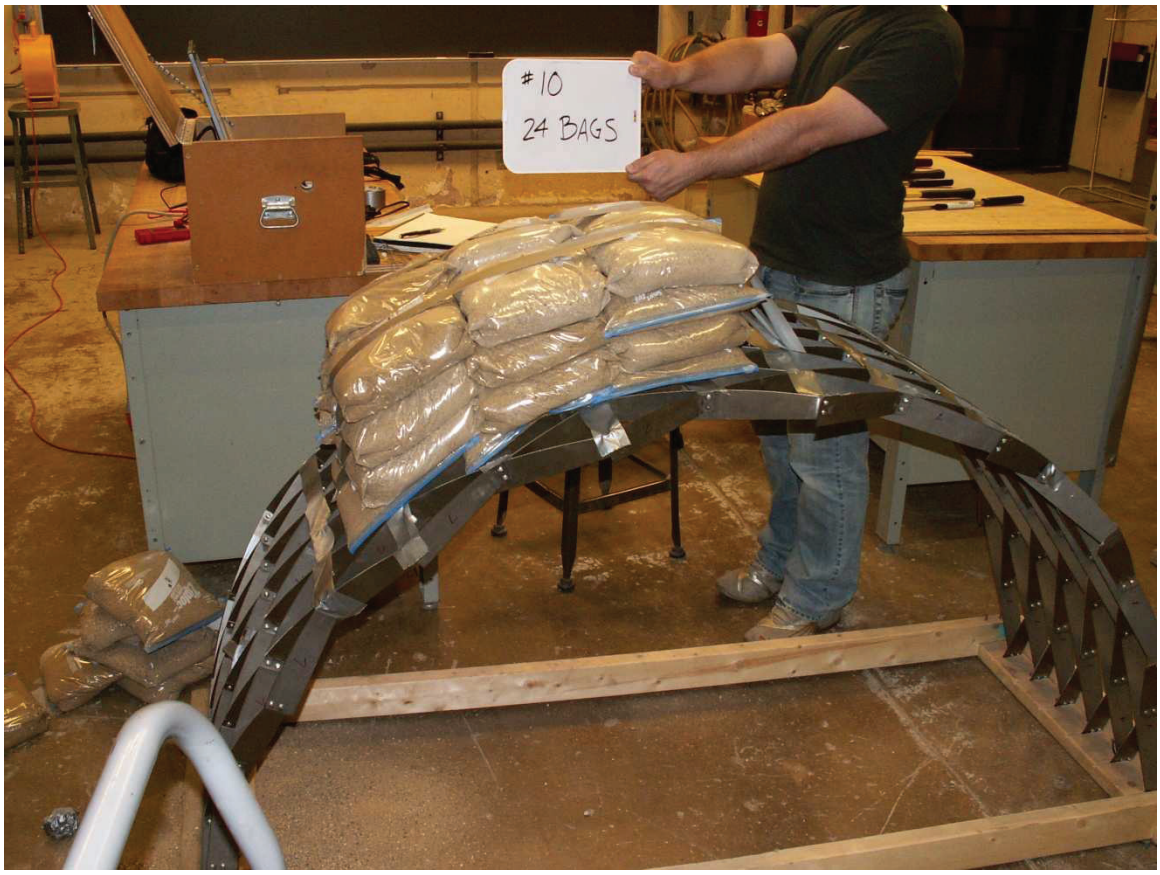


Figure 57 - Snow Drift Load Simulation.

The final loading stacked bags on the apex of the arch to simulate a point load. This point load would essentially be a lineal load along the length of the apex if the roof.



Figure 58 - Point Load Simulation.

Since the bags had a total bearing area of 10″ by 10″ (or 100 in^2), the corresponding area load would be 14.4 psf. Also, the point load simulation is modeled as a lineal load on the length of the apex, which would correlate to 12 plf per bag. These corresponding loads were inputted into the load table program developed by the author, then adjusted using the process outlined in the end of Section 5.1 to find the predicted stresses on the lamellas. Since the lamellas are in biaxial bending and compression, the stresses are summed to reflect correlate to the correct combination of compression and moment.

Table 12 displays a list of data found during the different loading tests. Perhaps most interesting are the data from Strain Gauges 6-8. It appears that weak axis bending was so

large that on the face the strain gauges were attached, the effects of strong axis bending and compression were not enough to put compressive stress into the fibers.

Table 12 - Strain Gauge Testing Data.

Load			Actual Stress [σ] (psi)							
			SG1	SG2	SG3	SG4	SG5	SG6	SG7	SG8
Balanced Snow	1	12 bags	-348	580	319	-290	435	1769	1682	841
	2	24 bags	-696	1160	1073	-377	841	3712	3219	1682
	3	36 bags	-1015	1653	1798	0	1624	5887	4901	2813
	4	48 bags	-1305	2291	2610	812	2755	8671	7308	4611
	5	60 bags	-1537	3045	3451	1885	4408	11687	10092	6902
	6	72 bags	-1769	4205	5423	2465	5771	15573	13949	10527
Snow Drift	7	6 bags	29	522	464	-1160	203	522	551	464
	8	12 bags	58	870	870	2523	493	1131	1189	1044
	9	18 bags	58	1218	1218	-3770	870	1769	1827	1624
	10	24 bags	87	1566	1595	-4901	1305	2436	2581	2291
	11	30 bags	87	1914	1943	-5829	1885	3219	3364	2987
	12	36 bags	116	2291	2407	-6728	2494	4031	4176	3654
Point Load	13	4 bags	-435	261	493	261	290	609	464	174
	14	8 bags	-725	725	1073	203	493	1044	725	290
	15	12 bags	-957	1131	1682	348	841	1624	1160	464
	16	16 bags	-1218	1508	2204	464	1131	2175	1566	667
	17	20 bags	-1537	1827	2813	638	1479	2871	2059	957
	18	24 bags	-1682	2291	3480	783	1769	3509	2523	1218

The data showing the predicted stress values are shown in Table 13.

Table 13 - Predicted Fiber Stresses.

Load			Program Stress [σ] (psi)							
			SG1	SG2	SG3	SG4	SG5	SG6	SG7	SG8
Balanced Snow	1	12 bags	-1125	-355	414	521	516	1463	670	-122
	2	24 bags	-2249	-711	828	1042	1031	2926	1341	-244
	3	36 bags	-3374	-1066	1243	1564	1547	4389	2011	-367
	4	48 bags	-4499	-1421	1657	2085	2062	5852	2681	-489
	5	60 bags	-5624	-1776	2071	2606	2578	7315	3352	-612
	6	72 bags	-6748	-2131	2486	3127	3094	8778	4022	-734
Snow Drift	7	6 bags	-872	-346	179	-741	1861	1219	968	717
	8	12 bags	-1744	-692	359	-1482	3721	2437	1936	1435
	9	18 bags	-2615	-1038	538	-2223	5582	3655	2903	2151
	10	24 bags	-3487	-1385	718	-2964	7443	4873	3871	2869
	11	30 bags	-4359	-1731	897	-3705	9303	6092	4839	3586
	12	36 bags	-5231	-2077	1076	-4446	11164	7310	5807	4303
Point Load	13	4 bags	-1102	-172	759	83	406	711	264	-184
	14	8 bags	-2204	-343	1518	166	812	1424	527	-369
	15	12 bags	-3306	-515	2277	248	1218	2135	791	-553
	16	16 bags	-4408	-686	3036	331	1625	2846	1054	-737
	17	20 bags	-5510	-858	3795	414	2031	3558	1318	-922
	18	24 bags	-6612	-1029	4554	495	2439	4270	1582	-1106

One can compare the predicted stresses to the actual stresses, which results in Table 14.

Table 14 - Percent Difference in Predicted versus Observed Stress.

Load			Percent Difference in Predicted versus Observed Stress							
			SG1	SG2	SG3	SG4	SG5	SG6	SG7	SG8
Balanced Snow	1	12 bags	69%	263%	23%	156%	16%	-21%	-151%	788%
	2	24 bags	69%	263%	-30%	136%	18%	-27%	-140%	788%
	3	36 bags	70%	255%	-45%	100%	-5%	-34%	-144%	867%
	4	48 bags	71%	261%	-57%	61%	-34%	-48%	-173%	1042%
	5	60 bags	73%	271%	-67%	28%	-71%	-60%	-201%	1229%
	6	72 bags	74%	297%	-118%	21%	-87%	-77%	-247%	1534%
Snow Drift	7	6 bags	103%	251%	-159%	-57%	89%	57%	43%	35%
	8	12 bags	103%	226%	-143%	270%	87%	54%	39%	27%
	9	18 bags	102%	217%	-126%	-70%	84%	52%	37%	25%
	10	24 bags	102%	213%	-122%	-65%	82%	50%	33%	20%
	11	30 bags	102%	211%	-117%	-57%	80%	47%	30%	17%
	12	36 bags	102%	210%	-124%	-51%	78%	45%	28%	15%
Point Load	13	4 bags	61%	252%	35%	-216%	29%	14%	-76%	194%
	14	8 bags	67%	311%	29%	-23%	39%	27%	-37%	179%
	15	12 bags	71%	320%	26%	-40%	31%	24%	-47%	184%
	16	16 bags	72%	320%	27%	-40%	30%	24%	-49%	190%
	17	20 bags	72%	313%	26%	-54%	27%	19%	-56%	204%
	18	24 bags	75%	323%	24%	-58%	27%	18%	-60%	210%

Unfortunately, this comparison of values appears to be inconclusive. There are enough values within the 10-40% overestimate range to make one wonder if the matrix program is predicting values correctly. Yet there are also plenty of values so far out of range that the predictions seem wildly incorrect. More testing would help clarify these inconsistencies.

Another factor that may contribute to the discrepancy in values is the stiffness of the steel arch. The exact stiffness is difficult to determine due to the nature of the lattice structure, and, as mentioned before, a stiffer structure has a tendency to take on more moment. A more flexible arch would see more axial thrust, which could help bring some of the values closer to those predicted by the matrix program.

The author also tested to see if the horizontal reaction of the arch matched that predicted by the matrix program. For testing, two tension gauges were attached to either end of the steel lamella arch to measure the horizontal reaction. One end of the arch was placed atop rollers to facilitate the stretching of the tension gauges while the other end was held in place. This setup is show in Figure 59.

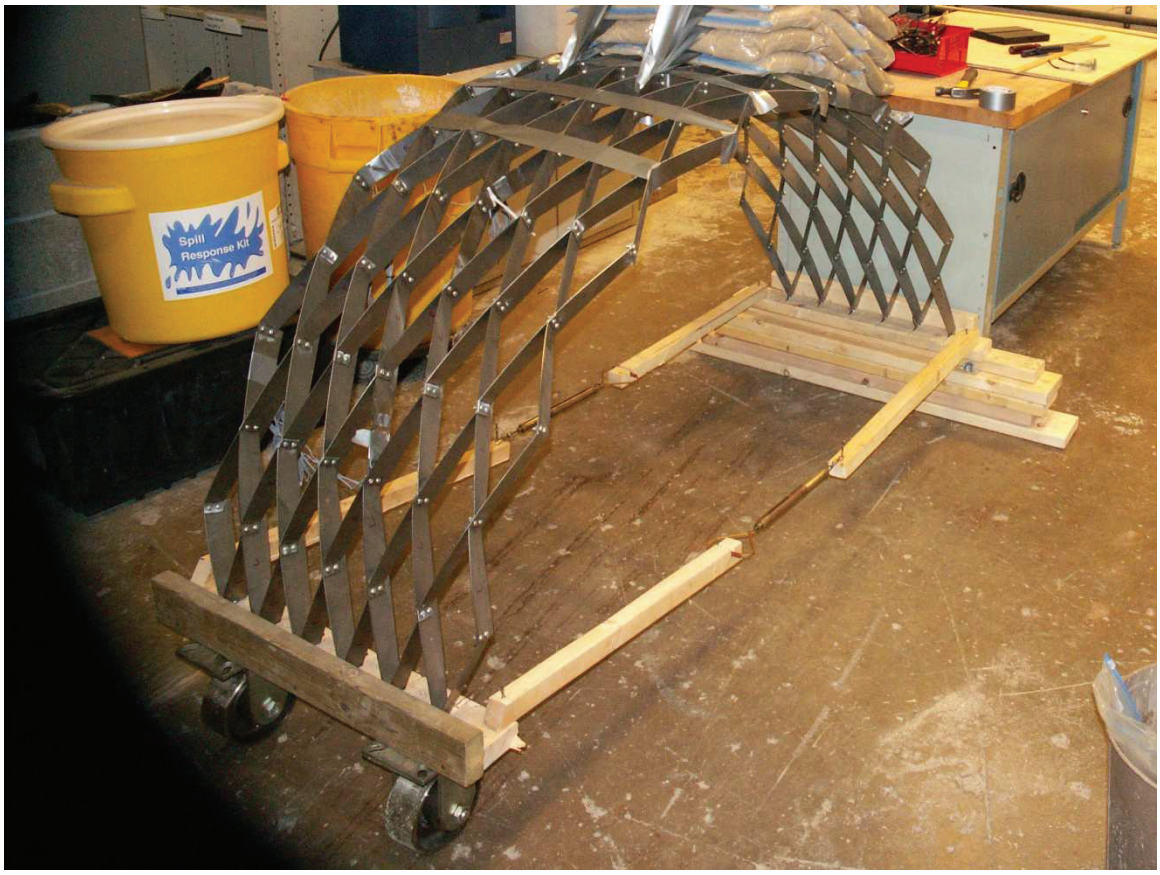


Figure 59 - Horizontal Reaction Test Setup.

The steel arch was subjected to the same loading conditions as the strain gauge tests. The measurements found on the tension gauges were averaged. Since the arch was two feet wide, the average of the two reactions is directly proportionate to the horizontal reaction per foot given by the matrix program developed by the author. The actual values are compared to the predicted values in Table 15.

Table 15 - Horizontal Reaction Comparison.

Horizontal Reaction					
Load			Actual (lbs)	Predicted (lbs)	% Diff
Balanced Snow	1	12 bags	6.25	17	63%
	2	24 bags	13.5	34.1	60%
	3	36 bags	19.75	51.1	61%
	4	48 bags	27.75	68.1	59%
	5	60 bags	37.5	85.1	56%
	6	72 bags	-	102.2	-
Snow Drift	7	6 bags	4.25	17.4	76%
	8	12 bags	8.25	34.8	76%
	9	18 bags	12.75	52.1	76%
	10	24 bags	16	69.5	77%
	11	30 bags	22.25	86.9	74%
	12	36 bags	27.25	104.3	74%
Point Load	13	4 bags	3.5	8.7	60%
	14	8 bags	6.5	17.3	62%
	15	12 bags	8.5	26	67%
	16	16 bags	14.5	34.6	58%
	17	20 bags	17.25	43.3	60%
	18	24 bags	20.75	51.9	60%

In all cases, the predicted values are gross overestimates of the actual horizontal reactions. Again, this could have to do with the stiffness of the steel arch being different than that used in the matrix program. Fortunately, none of the values are underestimates and the design horizontal reaction would be a conservative design value.

8 Conclusion

The lamella structure offers a unique and aesthetically pleasing architectural roof that has the added bonus of using less material than what a “traditional” roof spanning the same distance might. Its modular nature makes fabrication a cost-effective, repetitive task, and its use of widely-available dimensional lumber makes its construction an attainable goal for many smaller projects.

Previous efforts to engineer the structure relied on approximations due to the lack of computer analysis. Modern matrix systems can be used to accurately solve for the forces in a two-pinned arch with a given stiffness and updated building codes allow the engineer the peace of mind to know that he or she is designing for a real-life loading scenario.

The load tables developed by the author, coupled with a detailed explanation of the calculations necessary to check for member and connection adequacy, should allow one to perform an introductory strength check and come up with a preliminary design for a lamella roof. However, due to the fact that the loading patterns employed by the ASCE 7-10 are generally overestimates and due to the fact that the calculations assume absolutely worst case loads, a more in-depth analysis should be undertaken to more accurately find the forces in the arched roof.

Through testing, the author was unfortunately unable to find conclusive evidence that the values predicted by his matrix program matched those found from testing. Some values were close enough to be matches while others were clearly not. More testing and refining of the matrix program should be undertaken to determine how exactly the two relate.

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Appendix A: NDS 2005 Tables and Figures

This appendix features a copy of a relevant figure (Figure A-1) and copies of relevant tables (Tables A-1 through A-5) from the American Forest and Paper Association's National Design Specification for Wood Construction.[1]

Table A-1 – Edge Distance Requirements.

Table 11.5.1A Edge Distance Requirements [1,2]

Direction of Loading	Minimum Edge Distance
Parallel to Grain:	
when $\ell/D \leq 6$	1.5D
when $\ell/D > 6$	1.5D or ½ the spacing between rows, whichever is greater
Perpendicular to Grain:[2]	
loaded edge	4D
unloaded edge	1.5D

1. The ℓ/D ratio used to determine the minimum edge distance shall be the lesser of:
   (a) length of fastener in wood main member/D = ℓ_m/D
   (b) total length of fastener in wood side member(s)/D = ℓ_s/D
2. Heavy or medium concentrated loads shall not be suspended below the neutral axis of a single sawn lumber or structural glued laminated timber beam except where mechanical or equivalent reinforcement is provided to resist tension stresses perpendicular to grain (see 3.8.2 and 10.1.3).

Table A-2 – End Distance Requirements.

Table 11.5.1B End Distance Requirements

Direction of Loading	End Distances: Minimum end distance for $C_\Delta = 0.5$	End Distances: Minimum end distance for $C_\Delta = 1.0$
Perpendicular to Grain	2D	4D
Parallel to Grain, Compression: (fastener bearing away from member end)	2D	4D
Parallel to Grain, Tension: (fastener bearing towards member end)		
for softwoods	3.5D	7D
for hardwoods	2.5D	5D

[1] American Forest & Paper Association. 2006. *National Design Specification for Wood Construction*, 2005 Edition. Washington D.C.: American Forest & Paper Association.

Table A-3 – Spacing Requirements for Fasteners in a Row.

Table 11.5.1C Spacing Requirements for Fasteners in a Row

Direction of Loading	Spacing	
	Minimum spacing	Minimum spacing for $C_\Delta = 1.0$
Parallel to Grain	3D	4D
Perpendicular to Grain	3D	Required spacing for attached members

Table A-4 – Spacing Requirements Between Rows.

Table 11.5.1D Spacing Requirements Between Rows [1,2]

Direction of Loading	Minimum Edge Distance
Parallel to Grain:	1.5D
Perpendicular to Grain:	
when $\ell/D \le 2$	2.5D
when $2 < \ell/D < 6$	$(5\ell + 10D) / 8$
when $\ell/D \ge 6$	5D

1. The ℓ/D ratio used to determine the minimum edge distance shall be the lesser of:
   (a) length of fastener in wood main member/D = ℓ_m/D
   (b) total length of fastener in wood side member(s)/D = ℓ_s/D
2. The spacing between outer rows of fasteners paralleling the member on a single splife plate shall not exceed 5" (see Figure 11H).

Table A-5 – Reduction Term, R_d.

Table 11.3.1B Reduction Term, R_d

Fastener Size	Yield Mode	Reduction Term, R_d
$0.25'' \le D \le 1''$	I_m, I_s	$4\ K_\theta$
	II	$3.6\ K_\theta$
	III_m, III_s, IV	$3.2\ K_\theta$
$D < 0.25''$	I_m, I_s, II, III_m, III_s, IV	K_D[1]

Notes:

$K_\theta = 1 + 0.25(\theta - 90)$

$\theta =$ maximum angle of load to grain $(0 \le \theta \le 90)$ for any member in a connection

$D =$ diameter, in. (see 11.3.6)

$K_D = 2.2$ for $D \le 0.17"$

$K_D = 10D + 0.5$ for $0.17" < D < 0.25"$

1. For threaded fasteners where nominal diameter (see Appendix L) is greater than or equal to 0.25" and root diameter is less than 0.25", $R_d = K_D K_\theta$.

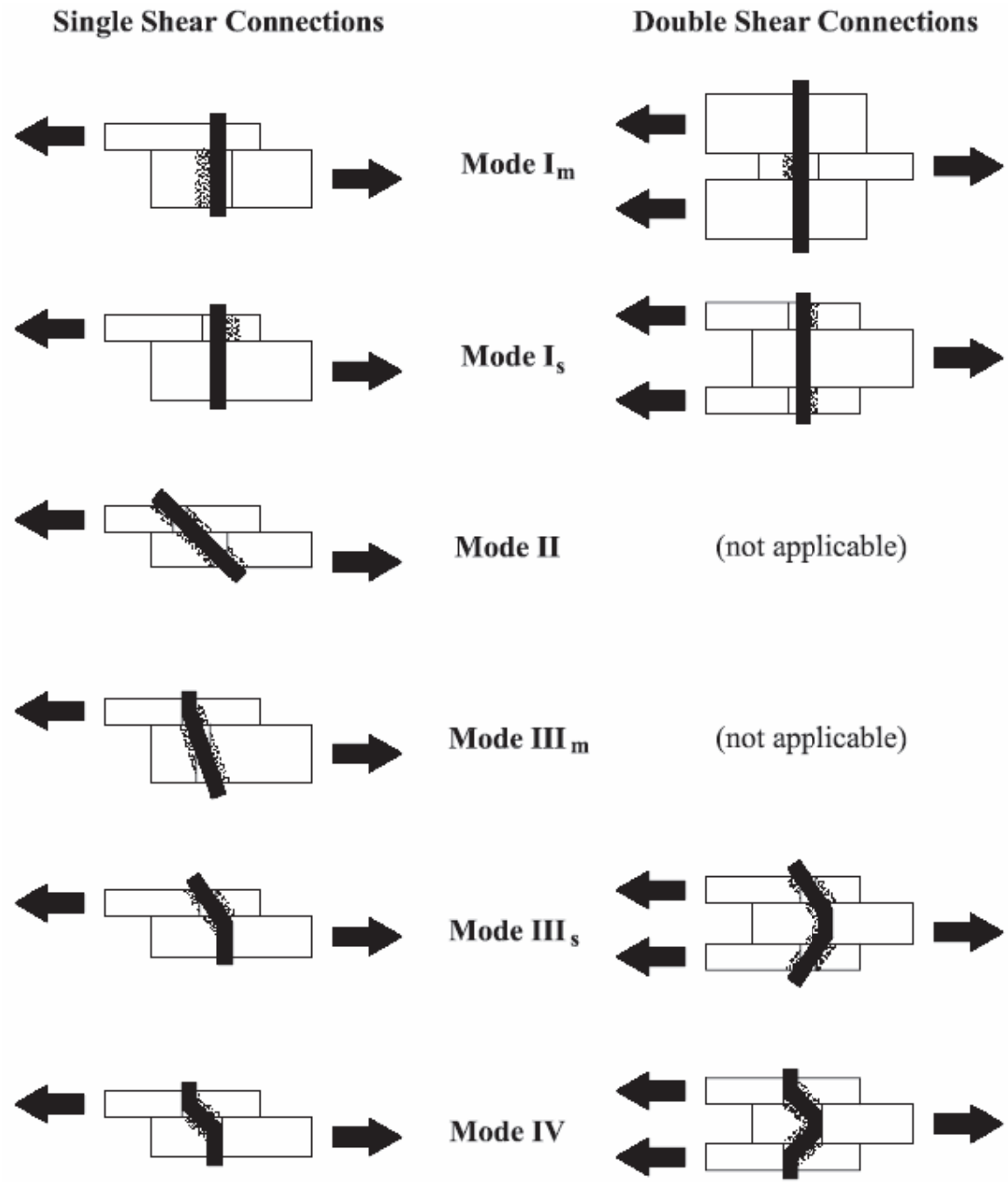


Figure A-1 – Connection Yield Modes.

Appendix B: Curvature versus Length Tables

Tables B-1 through B-10 feature curvature versus lamella length data for 1/4″, 5/16″, 3/8″, 1/2″, 3/4″, 7/8″, and 1″ bolts.

Table B-1 - 1/4" Bolts - Maximum Lamella Length [ℓ] (ft)
C_A = 1.0

Radius	(2) Bolts per Connection				(3) Bolts per Connection			(4) Bolts per Connection		
[R] (ft)	2 x 4	2 x 6	2 x 8	2 x 10	2 x 6	2 x 8	2 x 10	2 x 6	2 x 8	2 x 10
1000	31.0	55.9	70.8	84.7	42.1	60.5	76.3	20.4	48.1	66.9
900	29.4	53.1	67.2	80.4	40.0	57.5	72.4	19.4	45.7	63.5
800	27.8	50.0	63.4	75.8	37.7	54.2	68.3	18.3	43.1	59.9
700	26.0	46.8	59.3	70.9	35.3	50.7	63.9	17.1	40.3	56.0
600	24.1	43.4	54.9	65.7	32.7	47.0	59.2	15.9	37.4	51.9
500	22.0	39.6	50.2	60.0	29.9	42.9	54.1	14.5	34.1	47.4
400	19.7	35.5	44.9	53.7	26.8	38.4	48.4	13.0	30.6	42.4
450	20.9	37.6	47.6	56.9	28.4	40.7	51.3	13.8	32.4	45.0
400	19.7	35.5	44.9	53.7	26.8	38.4	48.4	13.0	30.6	42.4
350	18.5	33.2	42.0	50.2	25.1	36.0	45.3	12.2	28.6	39.7
300	17.1	30.8	38.9	46.5	23.2	33.3	41.9	11.3	26.5	36.8
275	16.4	29.5	37.3	44.6	22.3	31.9	40.2	10.9	25.4	35.2
250	15.7	28.1	35.6	42.5	21.2	30.4	38.3	10.4	24.2	33.6
225	14.9	26.7	33.8	40.3	20.2	28.9	36.4	9.9	23.0	31.9
200	14.1	25.2	31.9	38.0	19.0	27.3	34.3	9.3	21.7	30.1
175	13.2	23.6	29.8	35.6	17.8	25.5	32.1	8.7	20.3	28.2
150	12.2	21.9	27.6	33.0	16.5	23.7	29.8	8.1	18.8	26.1
125	11.2	20.0	25.3	30.1	15.1	21.6	27.2	7.4	17.2	23.9
100	10.0	17.9	22.6	27.0	13.6	19.4	24.4	6.7	15.5	21.4
90	9.5	17.0	21.5	25.6	12.9	18.4	23.1	6.4	14.7	20.3
80	9.0	16.1	20.3	24.2	12.2	17.4	21.8	6.0	13.9	19.2
70	8.5	15.0	19.0	22.6	11.4	16.3	20.4	5.7	13.0	17.9
60	7.9	14.0	17.6	21.0	10.6	15.1	18.9	5.3	12.0	16.6
50	7.2	12.8	16.1	19.2	9.7	13.8	17.3	4.8	11.0	15.2
40	6.5	11.5	14.4	17.2	8.7	12.4	15.5	4.4	9.9	13.6
30	5.7	10.0	12.5	14.9	7.6	10.8	13.5	3.8	8.6	11.8
20	4.7	8.2	10.3	12.2	6.3	8.8	11.0	3.2	7.1	9.7
18	4.5	7.8	9.8	11.6	5.9	8.4	10.5	3.0	6.7	9.2
16	4.2	7.4	9.2	10.9	5.6	7.9	9.9	2.9	6.4	8.7
14	4.0	6.9	8.6	10.2	5.3	7.4	9.3	2.7	6.0	8.2
12	3.7	6.4	8.0	9.5	4.9	6.9	8.6	2.6	5.6	7.6
10	3.4	5.9	7.3	8.7	4.5	6.3	7.9	2.4	5.1	7.0

Table B-2 - 5/16" Bolts - Maximum Lamella Length [ℓ] (ft)

$C_\Delta = 1.0$

Radius [R] (ft)	(2) Bolts per Connection				(3) Bolts per Connection			(4) Bolts per Connection		
	2 x 4	2 x 6	2 x 8	2 x 10	2 x 6	2 x 8	2 x 10	2 x 8	2 x 10	2 x 12
1000	22.4	51.7	67.5	82.0	35.1	55.9	72.7	41.1	62.1	77.5
900	21.3	49.0	64.1	77.8	33.3	53.1	69.0	39.0	58.9	73.6
800	20.1	46.3	60.4	73.3	31.4	50.0	65.1	36.8	55.5	69.4
700	18.8	43.3	56.6	68.6	29.4	46.8	60.9	34.5	52.0	64.9
600	17.4	40.1	52.4	63.6	27.3	43.4	56.4	31.9	48.1	60.1
500	16.0	36.6	47.8	58.0	24.9	39.6	51.5	29.2	44.0	54.9
400	14.3	32.8	42.8	52.0	22.3	35.5	46.1	26.1	39.4	49.1
450	15.2	34.8	45.4	55.1	23.7	37.6	48.9	27.7	41.7	52.1
400	14.3	32.8	42.8	52.0	22.3	35.5	46.1	26.1	39.4	49.1
350	13.4	30.7	40.1	48.6	20.9	33.2	43.1	24.5	36.9	46.0
300	12.4	28.5	37.1	45.0	19.4	30.8	40.0	22.7	34.1	42.6
275	11.9	27.3	35.6	43.1	18.6	29.5	38.3	21.7	32.7	40.8
250	11.4	26.0	33.9	41.1	17.7	28.1	36.5	20.7	31.2	38.9
225	10.8	24.7	32.2	39.0	16.8	26.7	34.7	19.7	29.6	36.9
200	10.2	23.3	30.4	36.8	15.9	25.2	32.7	18.6	27.9	34.8
175	9.6	21.8	28.4	34.5	14.9	23.6	30.6	17.4	26.2	32.6
150	8.9	20.2	26.4	31.9	13.8	21.9	28.4	16.1	24.2	30.2
125	8.2	18.5	24.1	29.2	12.6	20.0	25.9	14.8	22.2	27.6
100	7.3	16.6	21.6	26.1	11.3	17.9	23.2	13.2	19.9	24.7
90	7.0	15.7	20.5	24.8	10.8	17.0	22.0	12.6	18.9	23.5
80	6.6	14.9	19.3	23.4	10.2	16.1	20.8	11.9	17.8	22.2
70	6.2	13.9	18.1	21.9	9.5	15.0	19.5	11.1	16.7	20.7
60	5.8	12.9	16.8	20.3	8.9	14.0	18.0	10.3	15.5	19.2
50	5.3	11.8	15.4	18.6	8.1	12.8	16.5	9.5	14.1	17.6
40	4.8	10.6	13.8	16.6	7.3	11.5	14.8	8.5	12.7	15.7
30	4.2	9.2	12.0	14.4	6.4	10.0	12.8	7.4	11.0	13.7
20	3.5	7.6	9.8	11.8	5.3	8.2	10.5	6.1	9.1	11.2
18	3.3	7.2	9.3	11.2	5.0	7.8	10.0	5.8	8.6	10.6
16	3.1	6.8	8.8	10.6	4.7	7.4	9.4	5.5	8.1	10.0
14	3.0	6.4	8.3	9.9	4.5	6.9	8.9	5.2	7.6	9.4
12	2.8	6.0	7.7	9.2	4.2	6.4	8.2	4.8	7.1	8.7
10	2.6	5.5	7.0	8.4	3.8	5.9	7.5	4.4	6.5	8.0

Table B-3 - 3/8" Bolts - Maximum Lamella Length [ℓ] (ft) $C_A = 1.0$									
Radius [R] (ft)	(2) Bolts per Connection			(3) Bolts per Connection			(4) Bolts per Connection		
	2 x 6	2 x 8	2 x 10	2 x 6	2 x 8	2 x 10	2 x 8	2 x 10	2 x 12
1000	46.0	63.3	78.5	22.0	48.8	67.4	27.5	54.1	71.3
900	43.6	60.0	74.5	20.9	46.3	64.0	26.1	51.3	67.6
800	41.1	56.6	70.2	19.7	43.7	60.3	24.7	48.4	63.8
700	38.5	53.0	65.7	18.5	40.9	56.4	23.1	45.3	59.7
600	35.7	49.1	60.9	17.1	37.9	52.3	21.4	42.0	55.3
500	32.6	44.8	55.6	15.7	34.6	47.8	19.6	38.3	50.5
400	29.2	40.1	49.8	14.1	31.0	42.8	17.5	34.3	45.2
450	30.9	42.6	52.8	14.9	32.9	45.3	18.6	36.4	47.9
400	29.2	40.1	49.8	14.1	31.0	42.8	17.5	34.3	45.2
350	27.3	37.6	46.6	13.2	29.0	40.0	16.4	32.1	42.3
300	25.3	34.8	43.1	12.2	26.9	37.1	15.2	29.8	39.2
275	24.3	33.3	41.3	11.7	25.8	35.5	14.6	28.5	37.5
250	23.2	31.8	39.4	11.2	24.6	33.9	13.9	27.2	35.8
225	22.0	30.2	37.4	10.6	23.3	32.1	13.2	25.8	34.0
200	20.7	28.5	35.3	10.0	22.0	30.3	12.5	24.4	32.1
175	19.4	26.7	33.0	9.4	20.6	28.4	11.7	22.8	30.0
150	18.0	24.7	30.6	8.7	19.1	26.3	10.9	21.2	27.8
125	16.5	22.6	28.0	8.0	17.5	24.0	10.0	19.3	25.4
100	14.8	20.2	25.0	7.2	15.7	21.5	8.9	17.3	22.8
90	14.0	19.2	23.8	6.9	14.9	20.5	8.5	16.5	21.6
80	13.2	18.1	22.4	6.5	14.1	19.3	8.0	15.5	20.4
70	12.4	17.0	21.0	6.1	13.2	18.1	7.5	14.6	19.1
60	11.5	15.7	19.5	5.7	12.2	16.8	7.0	13.5	17.7
50	10.5	14.4	17.8	5.2	11.2	15.3	6.4	12.4	16.2
40	9.5	12.9	15.9	4.7	10.0	13.7	5.8	11.1	14.5
30	8.2	11.2	13.8	4.1	8.7	11.9	5.1	9.6	12.6
20	6.8	9.2	11.3	3.4	7.2	9.8	4.2	7.9	10.3
18	6.5	8.8	10.8	3.3	6.8	9.3	4.0	7.5	9.8
16	6.1	8.3	10.2	3.1	6.5	8.8	3.8	7.1	9.3
14	5.7	7.8	9.5	2.9	6.1	8.2	3.6	6.7	8.7
12	5.3	7.2	8.8	2.7	5.6	7.6	3.3	6.2	8.1
10	4.9	6.6	8.1	2.5	5.2	7.0	3.1	5.7	7.4

Table B-4 - 1/2" Bolts - Maximum Lamella Length [ℓ] (ft) $C_\Delta = 1.0$										
Radius [R] (ft)	(2) Bolts per Connection				(3) Bolts per Connection			(4) Bolts per Connection		
	2 x 6	2 x 8	2 x 10	2 x 12	2 x 8	2 x 10	2 x 12	2 x 10	2 x 12	2 x 14
1000	28.7	52.2	69.9	83.9	23.5	52.2	69.9	23.5	52.2	69.9
900	27.3	49.5	66.3	79.6	22.3	49.5	66.3	22.3	49.5	66.3
800	25.7	46.7	62.5	75.1	21.1	46.7	62.5	21.1	46.7	62.5
700	24.1	43.7	58.5	70.2	19.7	43.7	58.5	19.7	43.7	58.5
600	22.3	40.5	54.2	65.0	18.3	40.5	54.2	18.3	40.5	54.2
500	20.4	37.0	49.5	59.4	16.7	37.0	49.5	16.7	37.0	49.5
400	18.3	33.1	44.3	53.2	15.0	33.1	44.3	15.0	33.1	44.3
450	19.4	35.1	47.0	56.4	15.9	35.1	47.0	15.9	35.1	47.0
400	18.3	33.1	44.3	53.2	15.0	33.1	44.3	15.0	33.1	44.3
350	17.1	31.0	41.5	49.8	14.1	31.0	41.5	14.1	31.0	41.5
300	15.9	28.7	38.4	46.1	13.0	28.7	38.4	13.0	28.7	38.4
275	15.2	27.5	36.8	44.1	12.5	27.5	36.8	12.5	27.5	36.8
250	14.5	26.3	35.1	42.1	11.9	26.3	35.1	11.9	26.3	35.1
225	13.8	24.9	33.3	40.0	11.3	24.9	33.3	11.3	24.9	33.3
200	13.0	23.5	31.4	37.7	10.7	23.5	31.4	10.7	23.5	31.4
175	12.2	22.0	29.4	35.3	10.0	22.0	29.4	10.0	22.0	29.4
150	11.3	20.4	27.3	32.7	9.3	20.4	27.3	9.3	20.4	27.3
125	10.4	18.7	24.9	29.9	8.5	18.7	24.9	8.5	18.7	24.9
100	9.3	16.7	22.3	26.7	7.7	16.7	22.3	7.7	16.7	22.3
90	8.9	15.9	21.2	25.4	7.3	15.9	21.2	7.3	15.9	21.2
80	8.4	15.0	20.0	23.9	6.9	15.0	20.0	6.9	15.0	20.0
70	7.9	14.1	18.7	22.4	6.5	14.1	18.7	6.5	14.1	18.7
60	7.3	13.0	17.4	20.8	6.0	13.0	17.4	6.0	13.0	17.4
50	6.7	11.9	15.9	19.0	5.5	11.9	15.9	5.5	11.9	15.9
40	6.0	10.7	14.2	17.0	5.0	10.7	14.2	5.0	10.7	14.2
30	5.3	9.3	12.4	14.8	4.4	9.3	12.4	4.4	9.3	12.4
20	4.4	7.7	10.1	12.1	3.6	7.7	10.1	3.6	7.7	10.1
18	4.2	7.3	9.6	11.5	3.5	7.3	9.6	3.5	7.3	9.6
16	3.9	6.9	9.1	10.8	3.3	6.9	9.1	3.3	6.9	9.1
14	3.7	6.5	8.5	10.1	3.1	6.5	8.5	3.1	6.5	8.5
12	3.5	6.0	7.9	9.4	2.9	6.0	7.9	2.9	6.0	7.9
10	3.2	5.5	7.2	8.6	2.7	5.5	7.2	2.7	5.5	7.2

Table B-5 - 3/8" Bolts - Maximum Lamella Length [ℓ] (ft) $C_A = 0.5$										
Radius [R] (ft)	(2) Bolts per Connection				(3) Bolts per Connection			(4) Bolts per Connection		
	2 x 4	2 x 6	2 x 8	2 x 10	2 x 6	2 x 8	2 x 10	2 x 8	2 x 10	2 x 12
1000	6.1	47.1	64.1	79.1	26.3	50.8	68.9	32.6	56.8	73.4
900	5.9	44.7	60.8	75.1	24.9	48.3	65.4	31.0	53.9	69.6
800	5.5	42.1	57.3	70.8	23.5	45.5	61.6	29.2	50.8	65.7
700	5.2	39.4	53.7	66.3	22.0	42.6	57.7	27.3	47.6	61.5
600	4.8	36.5	49.7	61.4	20.4	39.5	53.4	25.3	44.1	56.9
500	4.5	33.4	45.4	56.1	18.7	36.1	48.8	23.2	40.3	52.0
400	4.0	29.9	40.6	50.2	16.7	32.3	43.7	20.8	36.1	46.5
450	4.2	31.7	43.1	53.2	17.7	34.2	46.3	22.0	38.2	49.3
400	4.0	29.9	40.6	50.2	16.7	32.3	43.7	20.8	36.1	46.5
350	3.8	28.0	38.0	46.9	15.7	30.2	40.9	19.4	33.7	43.6
300	3.5	25.9	35.2	43.5	14.5	28.0	37.9	18.0	31.3	40.3
275	3.4	24.8	33.8	41.7	13.9	26.8	36.3	17.3	30.0	38.6
250	3.3	23.7	32.2	39.7	13.3	25.6	34.6	16.5	28.6	36.9
225	3.1	22.5	30.6	37.7	12.6	24.3	32.9	15.7	27.1	35.0
200	2.9	21.2	28.8	35.6	11.9	22.9	31.0	14.8	25.6	33.0
175	2.8	19.9	27.0	33.3	11.2	21.5	29.0	13.8	24.0	30.9
150	2.6	18.4	25.0	30.8	10.4	19.9	26.9	12.8	22.2	28.6
125	2.4	16.9	22.9	28.2	9.5	18.2	24.6	11.8	20.3	26.2
100	2.2	15.1	20.5	25.2	8.5	16.3	22.0	10.6	18.2	23.4
90	2.1	14.4	19.5	24.0	8.1	15.5	20.9	10.0	17.3	22.2
80	2.0	13.6	18.4	22.6	7.7	14.6	19.7	9.5	16.3	21.0
70	1.9	12.7	17.2	21.2	7.2	13.7	18.5	8.9	15.3	19.7
60	1.8	11.8	15.9	19.6	6.7	12.7	17.1	8.3	14.2	18.2
50	1.7	10.8	14.6	17.9	6.1	11.6	15.7	7.6	13.0	16.7
40	1.5	9.7	13.1	16.1	5.5	10.4	14.0	6.8	11.6	14.9
30	1.4	8.4	11.4	13.9	4.8	9.1	12.2	5.9	10.1	13.0
20	1.2	6.9	9.3	11.4	4.0	7.5	10.0	4.9	8.3	10.6
18	1.1	6.6	8.9	10.9	3.8	7.1	9.5	4.7	7.9	10.1
16	1.1	6.2	8.4	10.2	3.6	6.7	9.0	4.4	7.5	9.5
14	1.0	5.9	7.9	9.6	3.4	6.3	8.4	4.2	7.0	8.9
12	1.0	5.5	7.3	8.9	3.2	5.9	7.8	3.9	6.5	8.3
10	0.9	5.0	6.7	8.1	2.9	5.4	7.1	3.6	6.0	7.6

Table B-6 - 1/2" Bolts - Maximum Lamella Length [ℓ] (ft) $C_\Delta = 0.5$										
Radius [R] (ft)	(2) Bolts per Connection				(3) Bolts per Connection			(4) Bolts per Connection		
	2 x 6	2 x 8	2 x 10	2 x 12	2 x 8	2 x 10	2 x 12	2 x 10	2 x 12	2 x 14
1000	36.1	56.5	73.2	86.6	38.8	60.5	76.3	44.5	64.3	79.3
900	34.2	53.6	69.4	82.2	36.8	57.5	72.4	42.2	61.0	75.3
800	32.3	50.6	65.5	77.5	34.7	54.2	68.3	39.8	57.6	71.0
700	30.2	47.3	61.3	72.5	32.5	50.7	63.9	37.3	53.9	66.4
600	28.0	43.9	56.7	67.2	30.1	47.0	59.2	34.5	49.9	61.5
500	25.6	40.1	51.8	61.4	27.5	42.9	54.1	31.5	45.6	56.2
400	22.9	35.9	46.4	54.9	24.7	38.4	48.4	28.3	40.8	50.3
450	24.3	38.0	49.2	58.2	26.1	40.7	51.3	29.9	43.3	53.3
400	22.9	35.9	46.4	54.9	24.7	38.4	48.4	28.3	40.8	50.3
350	21.5	33.6	43.4	51.4	23.1	36.0	45.3	26.5	38.2	47.1
300	19.9	31.1	40.2	47.6	21.4	33.3	41.9	24.5	35.4	43.6
275	19.1	29.8	38.5	45.6	20.5	31.9	40.2	23.5	33.9	41.8
250	18.2	28.4	36.7	43.5	19.6	30.4	38.3	22.4	32.3	39.8
225	17.3	27.0	34.9	41.3	18.6	28.9	36.4	21.3	30.7	37.8
200	16.3	25.5	32.9	38.9	17.5	27.3	34.3	20.1	29.0	35.7
175	15.3	23.8	30.8	36.4	16.4	25.5	32.1	18.8	27.1	33.4
150	14.2	22.1	28.5	33.7	15.2	23.7	29.8	17.4	25.1	30.9
125	13.0	20.2	26.1	30.8	13.9	21.6	27.2	15.9	23.0	28.3
100	11.6	18.1	23.4	27.6	12.5	19.4	24.4	14.3	20.6	25.3
90	11.1	17.2	22.2	26.2	11.9	18.4	23.1	13.6	19.5	24.0
80	10.5	16.2	20.9	24.7	11.2	17.4	21.8	12.8	18.4	22.7
70	9.8	15.2	19.6	23.1	10.5	16.3	20.4	12.0	17.3	21.2
60	9.1	14.1	18.2	21.4	9.8	15.1	18.9	11.2	16.0	19.7
50	8.3	12.9	16.6	19.6	8.9	13.8	17.3	10.2	14.6	18.0
40	7.5	11.6	14.9	17.6	8.0	12.4	15.5	9.2	13.1	16.1
30	6.5	10.1	12.9	15.2	7.0	10.8	13.5	8.0	11.4	14.0
20	5.4	8.3	10.6	12.5	5.8	8.8	11.0	6.6	9.4	11.5
18	5.1	7.9	10.1	11.8	5.5	8.4	10.5	6.3	8.9	10.9
16	4.9	7.4	9.5	11.2	5.2	7.9	9.9	5.9	8.4	10.3
14	4.6	7.0	8.9	10.5	4.9	7.4	9.3	5.6	7.9	9.6
12	4.3	6.5	8.3	9.7	4.6	6.9	8.6	5.2	7.3	8.9
10	3.9	5.9	7.6	8.9	4.2	6.3	7.9	4.8	6.7	8.2

Table B-7 - 5/8" Bolts - Maximum Lamella Length [ℓ] (ft) $C_A = 0.5$										
Radius [R] (ft)	(2) Bolts per Connection				(3) Bolts per Connection			(4) Bolts per Connection		
	2 x 6	2 x 8	2 x 10	2 x 12	2 x 8	2 x 10	2 x 12	2 x 10	2 x 12	2 x 14
1000	14.5	46.0	65.4	80.2	8.5	47.4	66.4	14.5	48.8	67.4
900	13.8	43.6	62.0	76.1	8.1	45.0	63.0	13.8	46.3	64.0
800	13.0	41.1	58.5	71.8	7.7	42.4	59.4	13.0	43.7	60.3
700	12.2	38.5	54.7	67.1	7.2	39.7	55.6	12.2	40.9	56.4
600	11.3	35.7	50.7	62.2	6.7	36.8	51.5	11.3	37.9	52.3
500	10.4	32.6	46.3	56.8	6.1	33.6	47.0	10.4	34.6	47.8
400	9.3	29.2	41.5	50.8	5.5	30.1	42.1	9.3	31.0	42.8
450	9.9	30.9	44.0	53.9	5.9	31.9	44.6	9.9	32.9	45.3
400	9.3	29.2	41.5	50.8	5.5	30.1	42.1	9.3	31.0	42.8
350	8.7	27.3	38.8	47.6	5.2	28.2	39.4	8.7	29.0	40.0
300	8.1	25.3	36.0	44.1	4.8	26.1	36.5	8.1	26.9	37.1
275	7.8	24.3	34.4	42.2	4.7	25.0	35.0	7.8	25.8	35.5
250	7.5	23.2	32.9	40.3	4.5	23.9	33.4	7.5	24.6	33.9
225	7.1	22.0	31.2	38.2	4.2	22.7	31.7	7.1	23.3	32.1
200	6.7	20.7	29.4	36.0	4.0	21.4	29.9	6.7	22.0	30.3
175	6.3	19.4	27.5	33.7	3.8	20.0	28.0	6.3	20.6	28.4
150	5.9	18.0	25.5	31.3	3.5	18.6	25.9	5.9	19.1	26.3
125	5.4	16.5	23.3	28.6	3.3	17.0	23.7	5.4	17.5	24.0
100	4.8	14.8	20.9	25.6	2.9	15.2	21.2	4.8	15.7	21.5
90	4.6	14.0	19.8	24.3	2.8	14.5	20.1	4.6	14.9	20.5
80	4.4	13.2	18.7	22.9	2.7	13.7	19.0	4.4	14.1	19.3
70	4.1	12.4	17.5	21.4	2.5	12.8	17.8	4.1	13.2	18.1
60	3.8	11.5	16.3	19.9	2.4	11.9	16.5	3.8	12.2	16.8
50	3.5	10.5	14.9	18.2	2.2	10.9	15.1	3.5	11.2	15.3
40	3.2	9.5	13.3	16.3	2.0	9.8	13.5	3.2	10.0	13.7
30	2.8	8.2	11.6	14.1	1.8	8.5	11.8	2.8	8.7	11.9
20	2.4	6.8	9.5	11.6	1.5	7.0	9.7	2.4	7.2	9.8
18	2.3	6.5	9.0	11.0	1.5	6.7	9.2	2.3	6.8	9.3
16	2.2	6.1	8.5	10.4	1.4	6.3	8.7	2.2	6.5	8.8
14	2.0	5.7	8.0	9.7	1.3	5.9	8.1	2.0	6.1	8.2
12	1.9	5.3	7.4	9.0	1.3	5.5	7.5	1.9	5.6	7.6
10	1.8	4.9	6.8	8.2	1.2	5.0	6.9	1.8	5.2	7.0

Table B-8 - 3/4" Bolts - Maximum Lamella Length [ℓ] (ft) $C_A = 0.5$									
Radius [R] (ft)	(2) Bolts per Connection				(3) Bolts per Connection			(4) Bolts per Connection	
	2 x 8	2 x 10	2 x 12	2 x 14	2 x 10	2 x 12	2 x 14	2 x 12	2 x 14
1000	31.0	55.9	72.7	86.3	26.3	53.4	70.8	20.4	50.8
900	29.4	53.1	69.0	81.8	24.9	50.7	67.2	19.4	48.3
800	27.8	50.0	65.1	77.2	23.5	47.8	63.4	18.3	45.5
700	26.0	46.8	60.9	72.2	22.0	44.8	59.3	17.1	42.6
600	24.1	43.4	56.4	66.9	20.4	41.5	54.9	15.9	39.5
500	22.0	39.6	51.5	61.1	18.7	37.9	50.2	14.5	36.1
400	19.7	35.5	46.1	54.7	16.7	33.9	44.9	13.0	32.3
450	20.9	37.6	48.9	58.0	17.7	36.0	47.6	13.8	34.2
400	19.7	35.5	46.1	54.7	16.7	33.9	44.9	13.0	32.3
350	18.5	33.2	43.1	51.2	15.7	31.8	42.0	12.2	30.2
300	17.1	30.8	40.0	47.4	14.5	29.4	38.9	11.3	28.0
275	16.4	29.5	38.3	45.4	13.9	28.2	37.3	10.9	26.8
250	15.7	28.1	36.5	43.3	13.3	26.9	35.6	10.4	25.6
225	14.9	26.7	34.7	41.1	12.6	25.5	33.8	9.9	24.3
200	14.1	25.2	32.7	38.7	11.9	24.1	31.9	9.3	22.9
175	13.2	23.6	30.6	36.3	11.2	22.6	29.8	8.7	21.5
150	12.2	21.9	28.4	33.6	10.4	20.9	27.6	8.1	19.9
125	11.2	20.0	25.9	30.7	9.5	19.1	25.3	7.4	18.2
100	10.0	17.9	23.2	27.5	8.5	17.1	22.6	6.7	16.3
90	9.5	17.0	22.0	26.1	8.1	16.3	21.5	6.4	15.5
80	9.0	16.1	20.8	24.6	7.7	15.4	20.3	6.0	14.6
70	8.5	15.0	19.5	23.0	7.2	14.4	19.0	5.7	13.7
60	7.9	14.0	18.0	21.4	6.7	13.3	17.6	5.3	12.7
50	7.2	12.8	16.5	19.5	6.1	12.2	16.1	4.8	11.6
40	6.5	11.5	14.8	17.5	5.5	11.0	14.4	4.4	10.4
30	5.7	10.0	12.8	15.2	4.8	9.5	12.5	3.8	9.1
20	4.7	8.2	10.5	12.4	4.0	7.8	10.3	3.2	7.5
18	4.5	7.8	10.0	11.8	3.8	7.5	9.8	3.0	7.1
16	4.2	7.4	9.4	11.1	3.6	7.0	9.2	2.9	6.7
14	4.0	6.9	8.9	10.4	3.4	6.6	8.6	2.7	6.3
12	3.7	6.4	8.2	9.7	3.2	6.1	8.0	2.6	5.9
10	3.4	5.9	7.5	8.8	2.9	5.6	7.3	2.4	5.4

Table B-9 - 7/8" Bolts - Maximum Lamella Length [ℓ] (ft) $C_A = 0.5$						
Radius [R] (ft)	(2) Bolts per Connection			(3) Bolts per Connection		(4) Bolts per Connection
	2 x 10	2 x 12	2 x 14	2 x 12	2 x 14	2 x 14
1000	44.5	64.3	79.3	36.1	58.9	24.9
900	42.2	61.0	75.3	34.2	55.8	23.7
800	39.8	57.6	71.0	32.3	52.7	22.3
700	37.3	53.9	66.4	30.2	49.3	20.9
600	34.5	49.9	61.5	28.0	45.7	19.4
500	31.5	45.6	56.2	25.6	41.7	17.7
400	28.3	40.8	50.3	22.9	37.3	15.9
450	29.9	43.3	53.3	24.3	39.6	16.8
400	28.3	40.8	50.3	22.9	37.3	15.9
350	26.5	38.2	47.1	21.5	35.0	14.9
300	24.5	35.4	43.6	19.9	32.4	13.8
275	23.5	33.9	41.8	19.1	31.0	13.2
250	22.4	32.3	39.8	18.2	29.6	12.6
225	21.3	30.7	37.8	17.3	28.1	12.0
200	20.1	29.0	35.7	16.3	26.5	11.3
175	18.8	27.1	33.4	15.3	24.8	10.6
150	17.4	25.1	30.9	14.2	23.0	9.9
125	15.9	23.0	28.3	13.0	21.0	9.0
100	14.3	20.6	25.3	11.6	18.8	8.1
90	13.6	19.5	24.0	11.1	17.9	7.7
80	12.8	18.4	22.7	10.5	16.9	7.3
70	12.0	17.3	21.2	9.8	15.8	6.9
60	11.2	16.0	19.7	9.1	14.7	6.4
50	10.2	14.6	18.0	8.3	13.4	5.8
40	9.2	13.1	16.1	7.5	12.0	5.3
30	8.0	11.4	14.0	6.5	10.5	4.6
20	6.6	9.4	11.5	5.4	8.6	3.8
18	6.3	8.9	10.9	5.1	8.2	3.7
16	5.9	8.4	10.3	4.9	7.7	3.5
14	5.6	7.9	9.6	4.6	7.2	3.3
12	5.2	7.3	8.9	4.3	6.7	3.0
10	4.8	6.7	8.2	3.9	6.2	2.8

Table B-10 - 1" Bolts - Maximum Lamella Length [ℓ] (ft) $C_A = 0.5$				
Radius [R] (ft)	(2) Bolts per Connection			(3) Bolts per Connection
	2 x 10	2 x 12	2 x 14	2 x 14
1000	28.7	54.7	71.8	43.7
900	27.3	51.9	68.1	41.5
800	25.8	49.0	64.2	39.1
700	24.1	45.8	60.1	36.6
600	22.4	42.5	55.7	33.9
500	20.4	38.8	50.9	31.0
400	18.3	34.7	45.5	27.8
450	19.4	36.8	48.3	29.4
400	18.3	34.7	45.5	27.8
350	17.2	32.5	42.6	26.0
300	15.9	30.1	39.5	24.1
275	15.3	28.9	37.8	23.1
250	14.6	27.5	36.1	22.0
225	13.8	26.1	34.2	20.9
200	13.1	24.7	32.3	19.8
175	12.2	23.1	30.2	18.5
150	11.4	21.4	28.0	17.2
125	10.4	19.6	25.6	15.7
100	9.3	17.5	22.9	14.1
90	8.9	16.7	21.8	13.4
80	8.4	15.7	20.5	12.6
70	7.9	14.7	19.2	11.8
60	7.3	13.7	17.8	11.0
50	6.7	12.5	16.3	10.1
40	6.0	11.2	14.6	9.0
30	5.3	9.8	12.7	7.9
20	4.4	8.0	10.4	6.5
18	4.2	7.6	9.9	6.2
16	4.0	7.2	9.3	5.8
14	3.7	6.8	8.8	5.5
12	3.5	6.3	8.1	5.1
10	3.2	5.8	7.4	4.7

Appendix C: ASCE 7-10 Tables and Figures

Appendix C features copies of Table 7-2 and Figure 7-3 (complete and author-simplified versions) from the ASCE standard 7-10.

Table 7-2 Exposure Factor, C_e

Terrain Category	Exposure of Roof[a]		
	Fully Exposed	Partially Exposed	Sheltered
B (see Section 26.7)	0.9	1.0	1.2
C (see Section 26.7)	0.9	1.0	1.1
D (see Section 26.7)	0.8	0.9	1.0
Above the treeline in windswept mountainous areas.	0.7	0.8	N/A
In Alaska, in areas where trees do not exist within a 2-mile (3-km) radius of the site.	0.7	0.8	N/A

The terrain category and roof exposure condition chosen shall be representative of the anticipated conditions during the life of the structure. An exposure factor shall be determined for each roof of a structure.

[a]Definitions: Partially Exposed: All roofs except as indicated in the following text. Fully Exposed: Roofs exposed on all sides with no shelter[b] afforded by terrain, higher structures, or trees. Roofs that contain several large pieces of mechanical equipment, parapets that extend above the height of the balanced snow load (h_b), or other obstructions are not in this category. Sheltered: Roofs located tight in among conifers that qualify as obstructions.

[b]Obstructions within a distance of $10h_o$ provide "shelter," where h_o is the height of the obstruction above the roof level. If the only obstructions are a few deciduous trees that are leafless in winter, the "fully exposed" category shall be used. Note that these are heights above the roof. Heights used to establish the Exposure Category in Section 26.7 are heights above the ground.

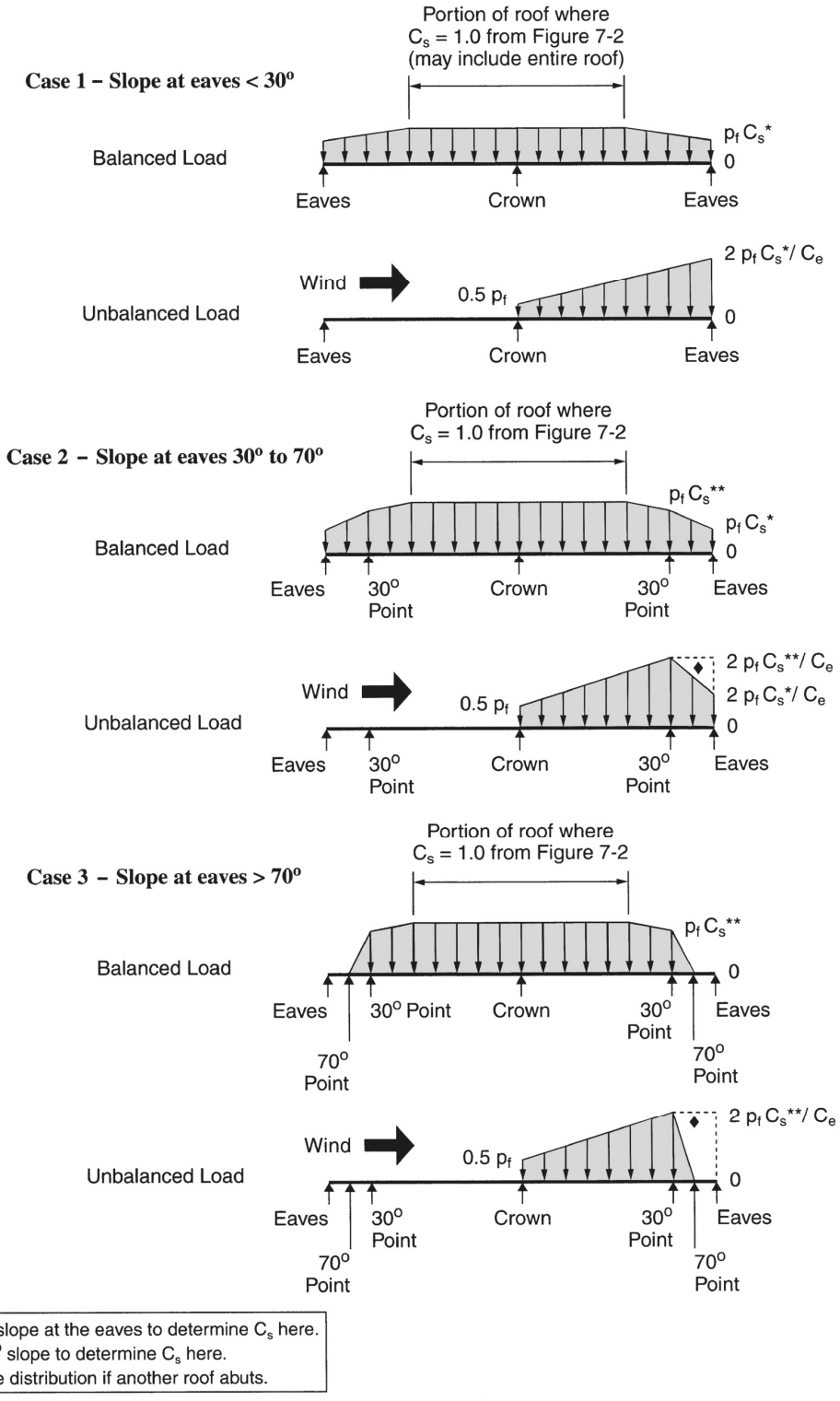
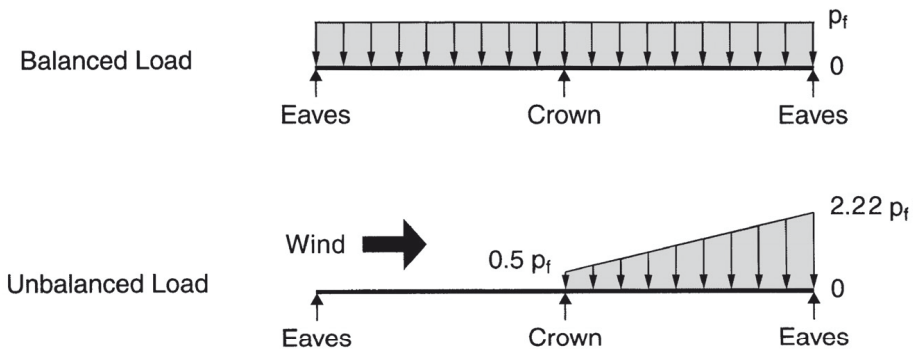
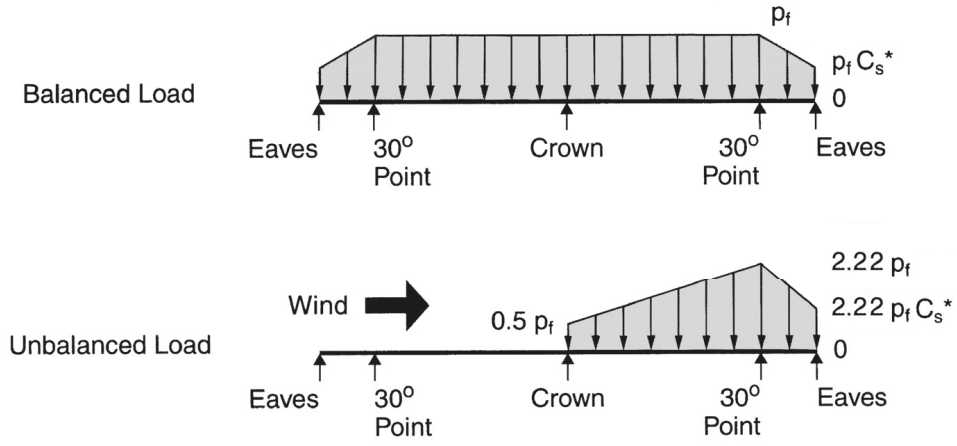


FIGURE 7-3 Balanced and Unbalanced Loads for Curved Roofs

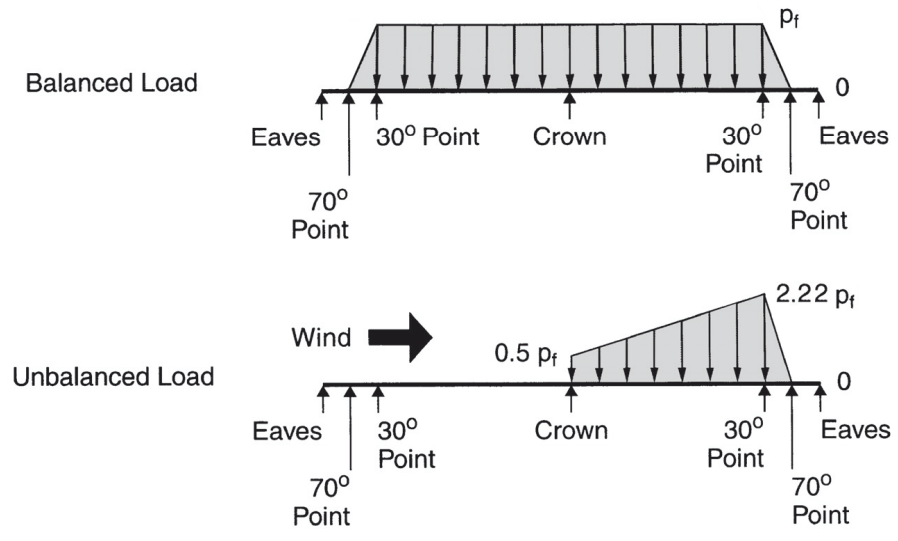
Case 1 – Slope at eaves < 30°



Case 2 – Slope at eaves 30° to 70°



Case 3 – Slope at eaves > 70°



SIMPLIFIED FIGURE 7-3 Balanced and Unbalanced Loads for Curved Roofs

Appendix D: Load versus Curvature Graphs

Appendix D displays graphs showing the theoretical behavior of a lamella arch with two different stiffness characteristics. Results are based on a finite element analysis conducted by the author.

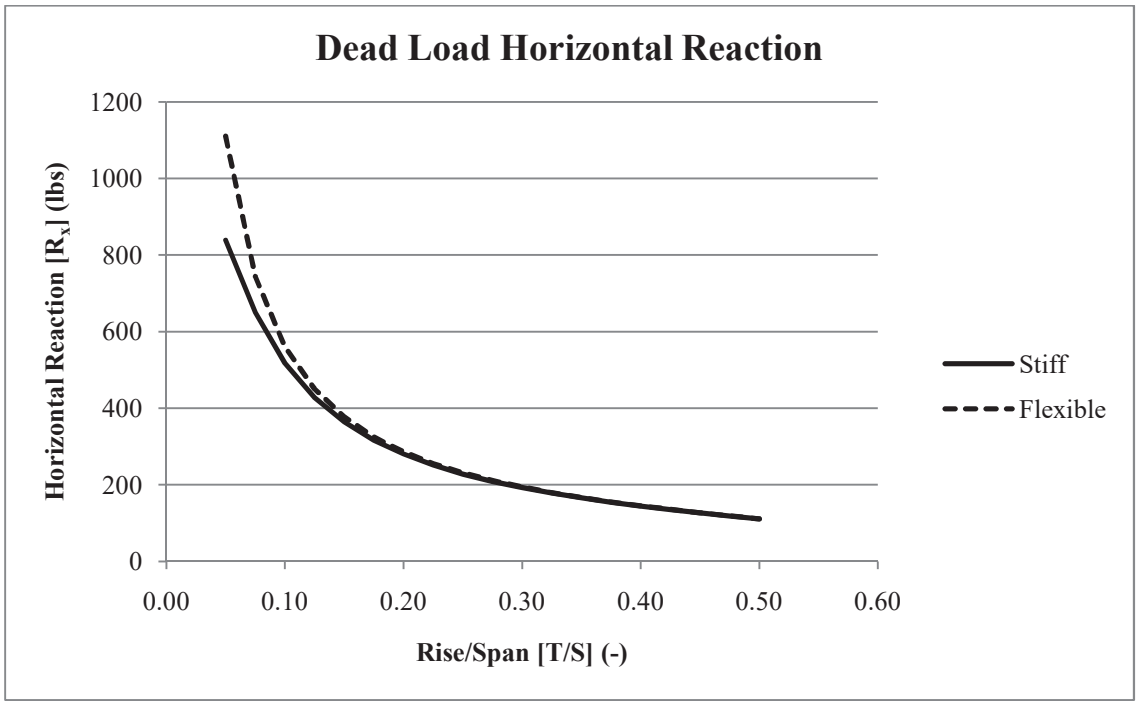


Figure D-1 – Dead Load Horizontal Reaction.

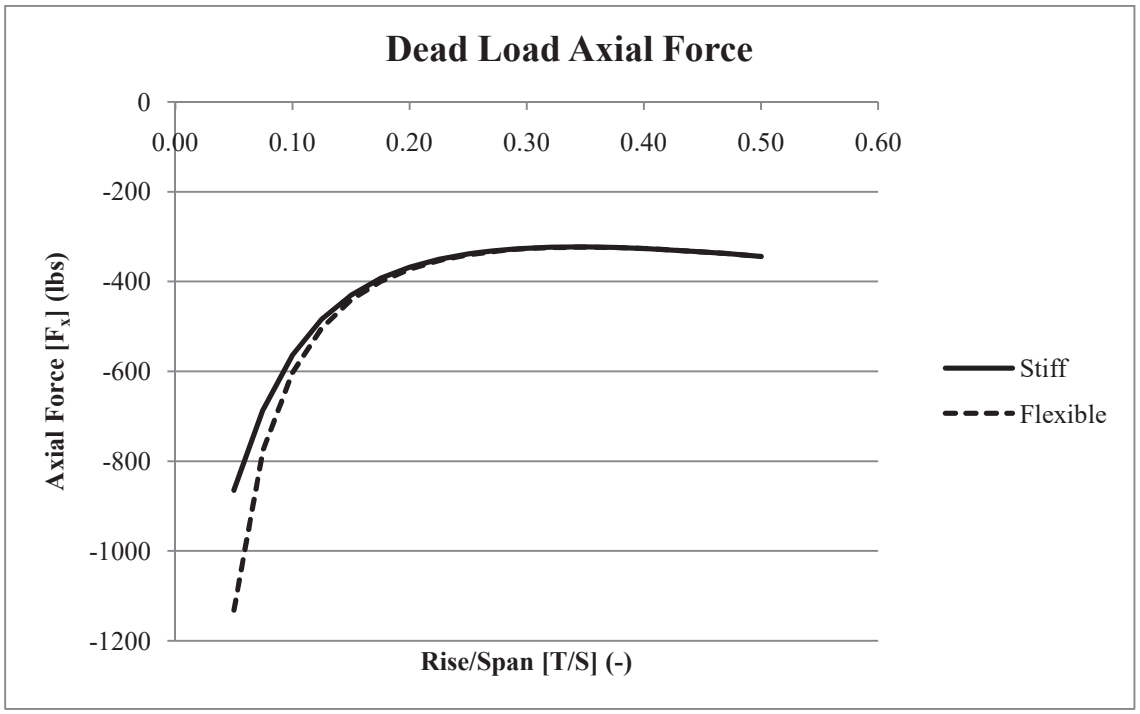


Figure D-2 – Dead Load Axial Force.

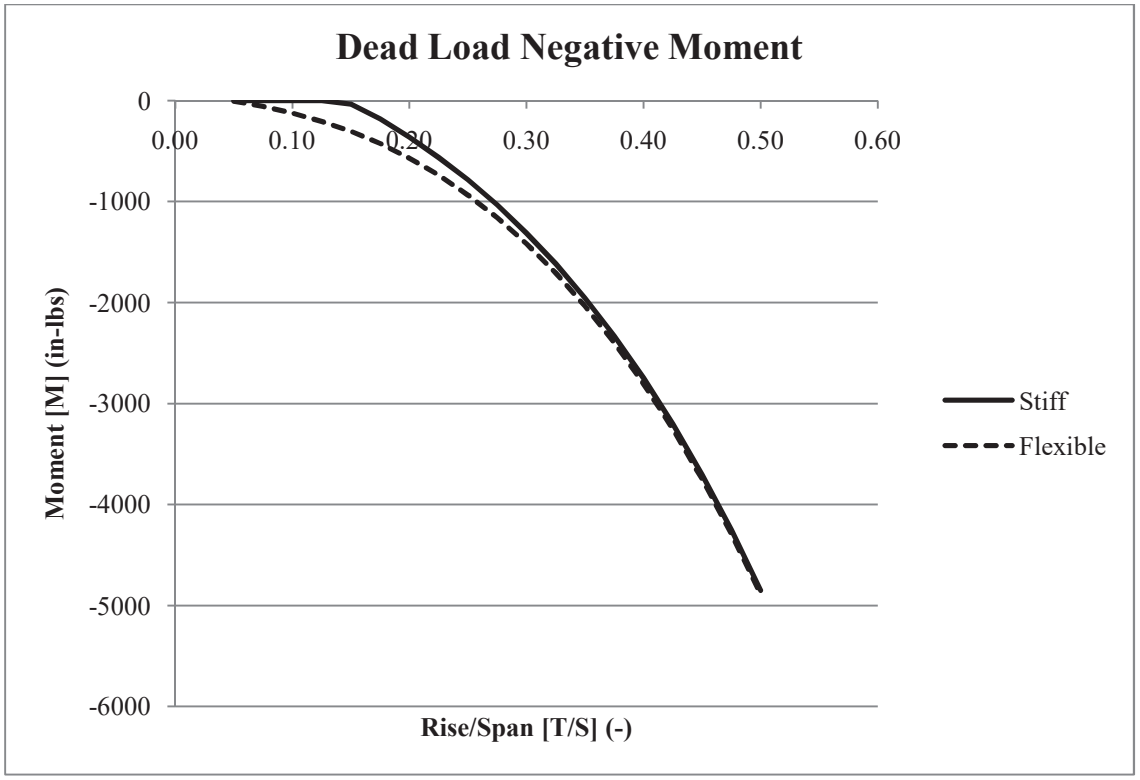


Figure D-3 – Dead Load Negative Moment.

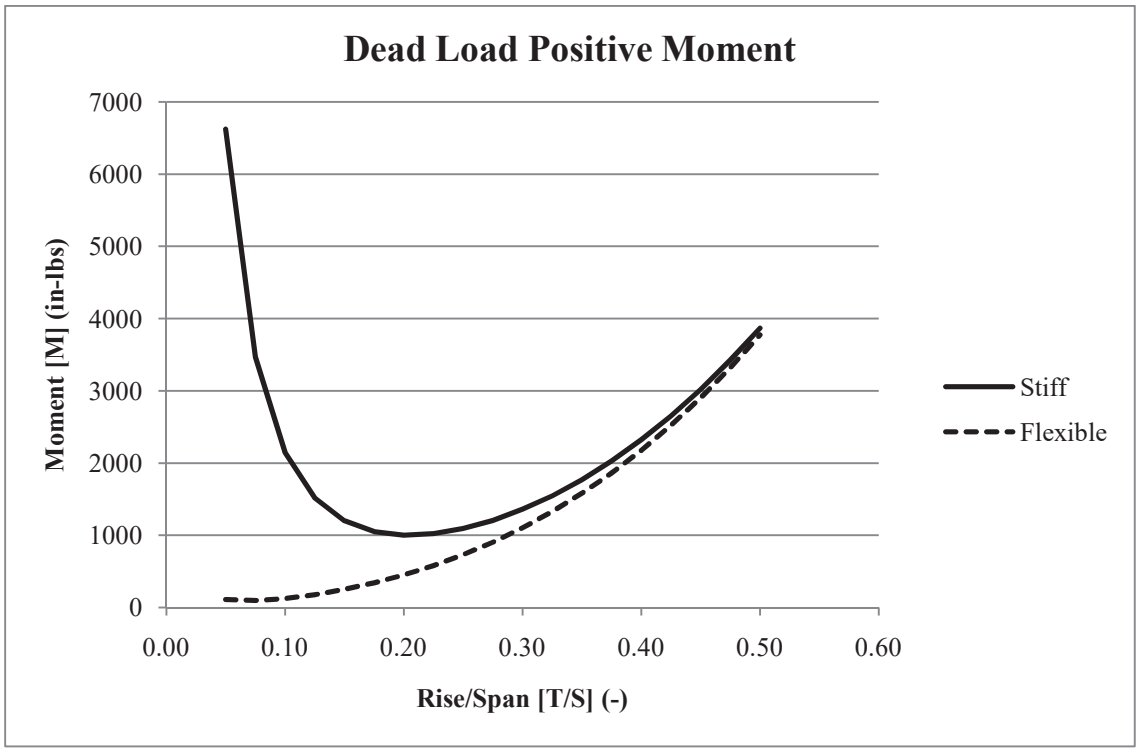


Figure D-4 – Dead Load Negative Moment.

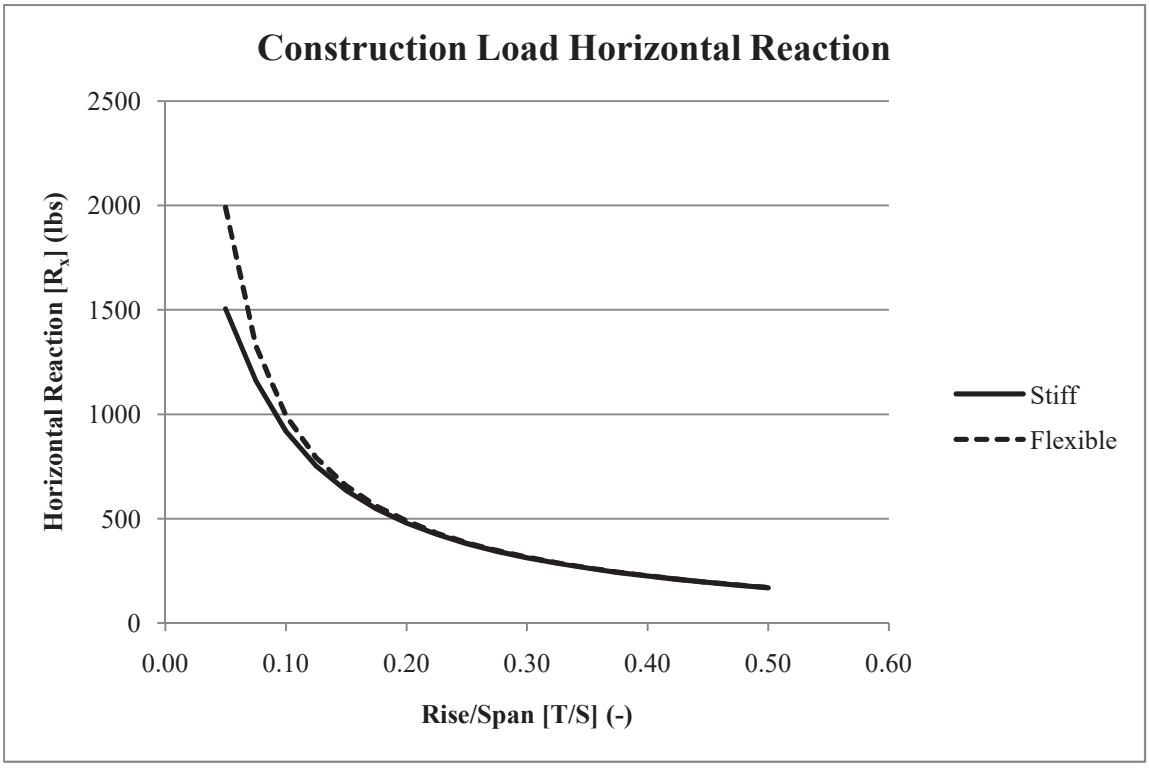


Figure D-5 – Dead Load Negative Moment.

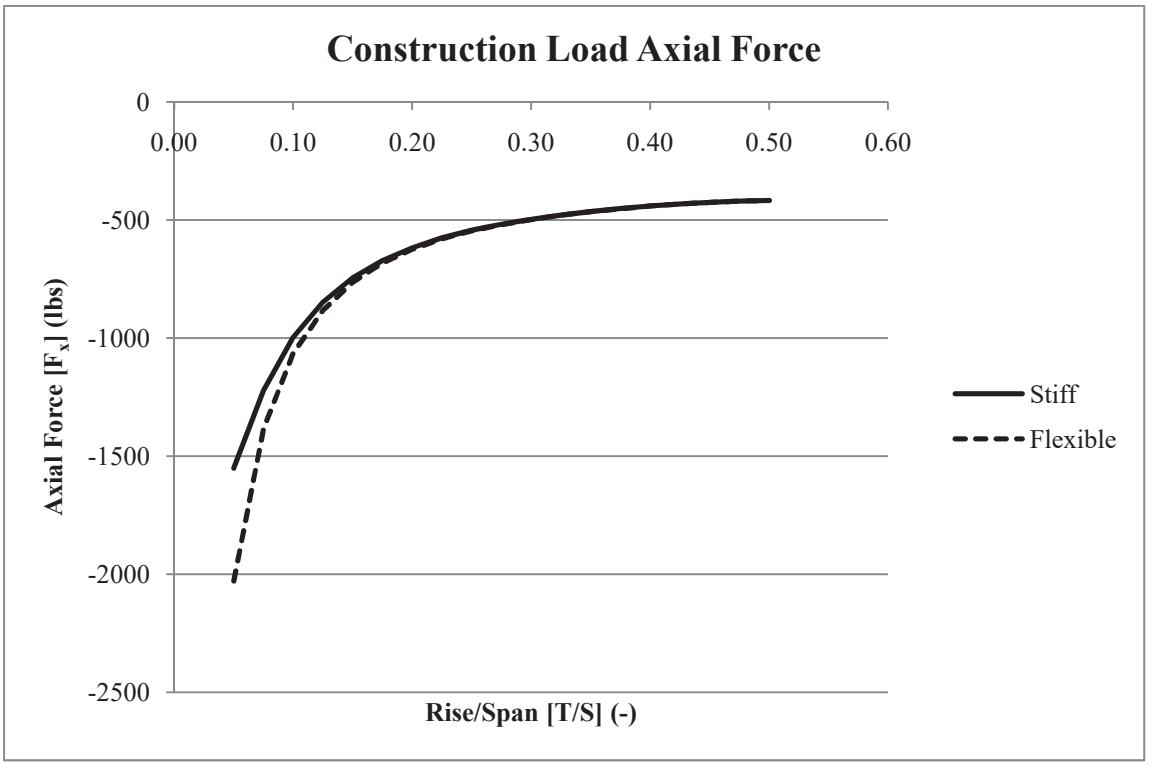


Figure D-6 – Dead Load Negative Moment.

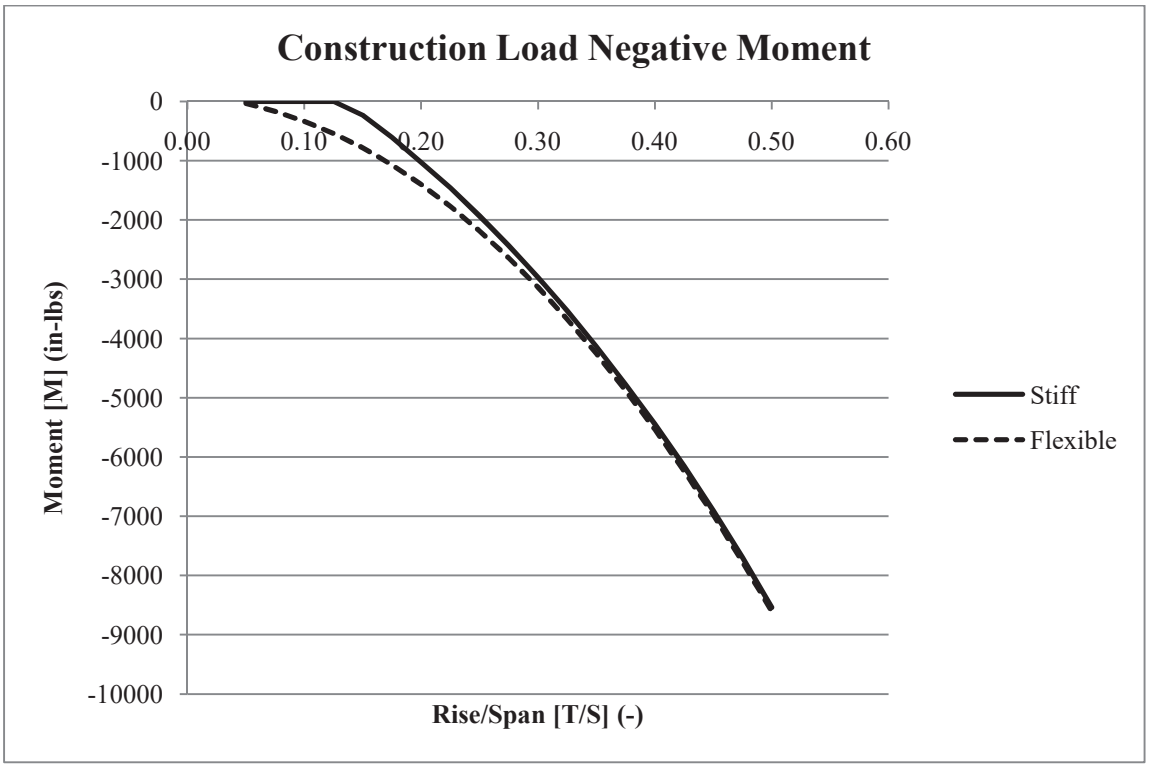


Figure D-7 – Dead Load Negative Moment.

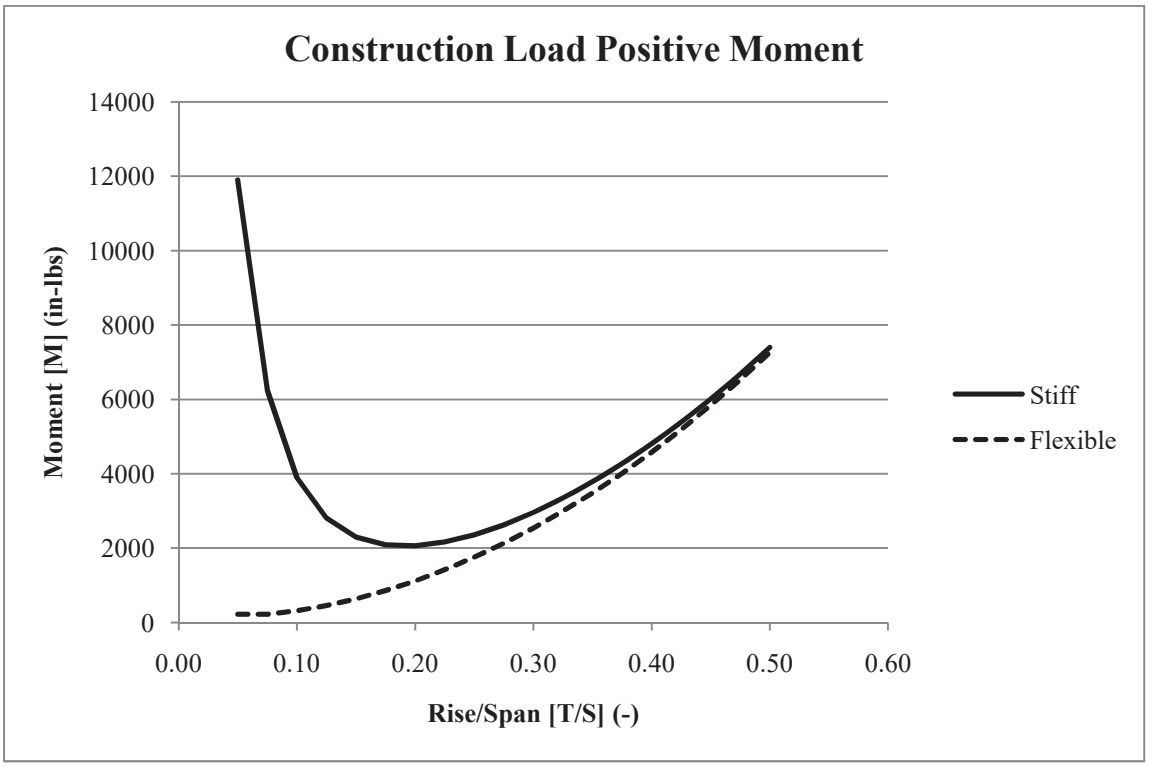


Figure D-8 – Dead Load Negative Moment.

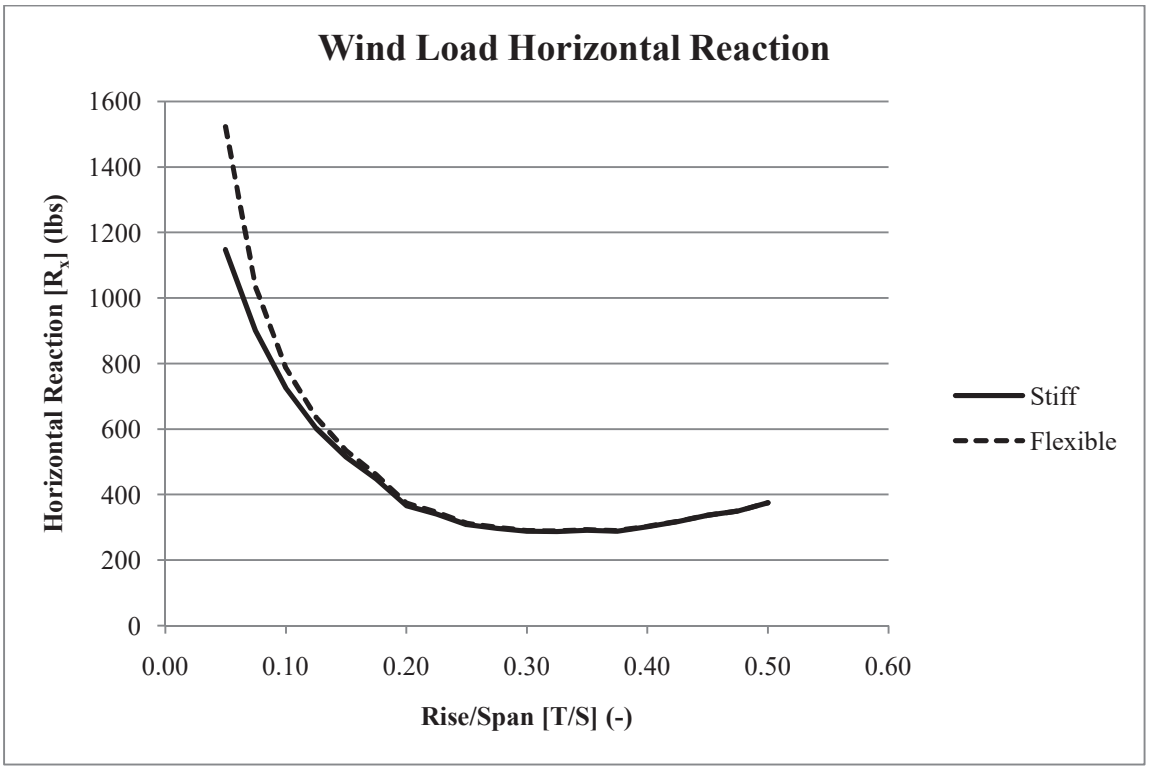


Figure D-9 – Dead Load Negative Moment.

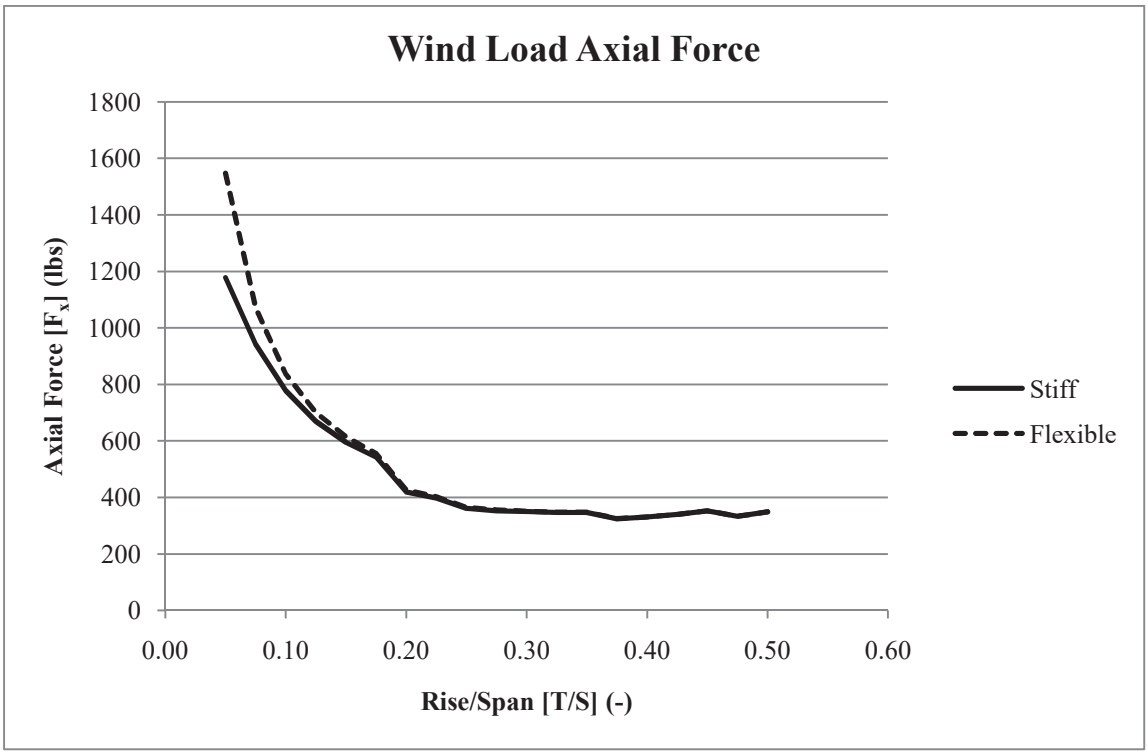


Figure D-10 – Dead Load Negative Moment.

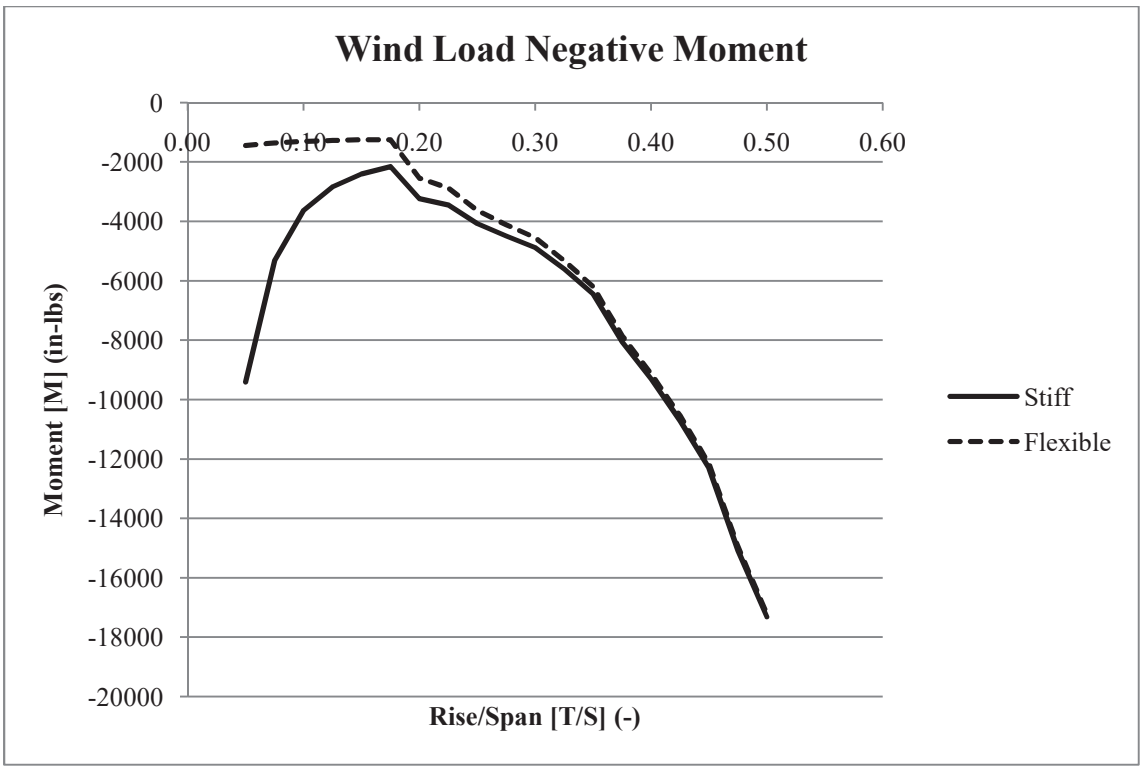


Figure D-11 – Dead Load Negative Moment.

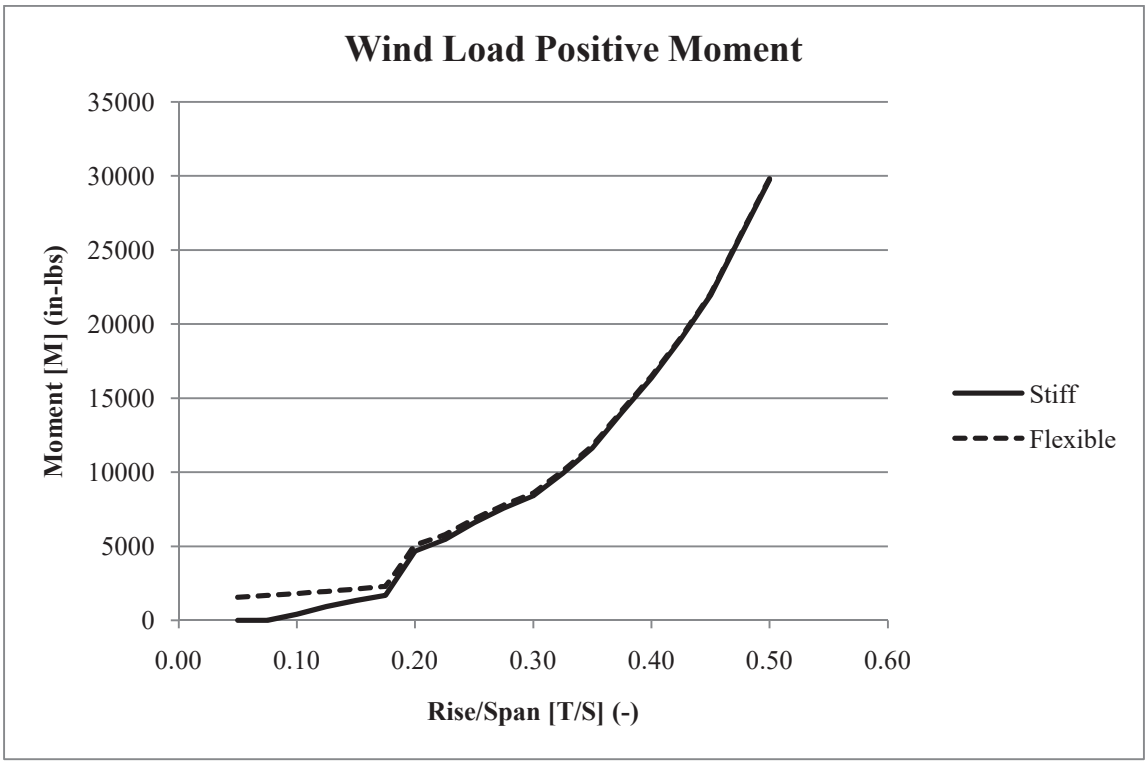


Figure D-12 – Dead Load Negative Moment.

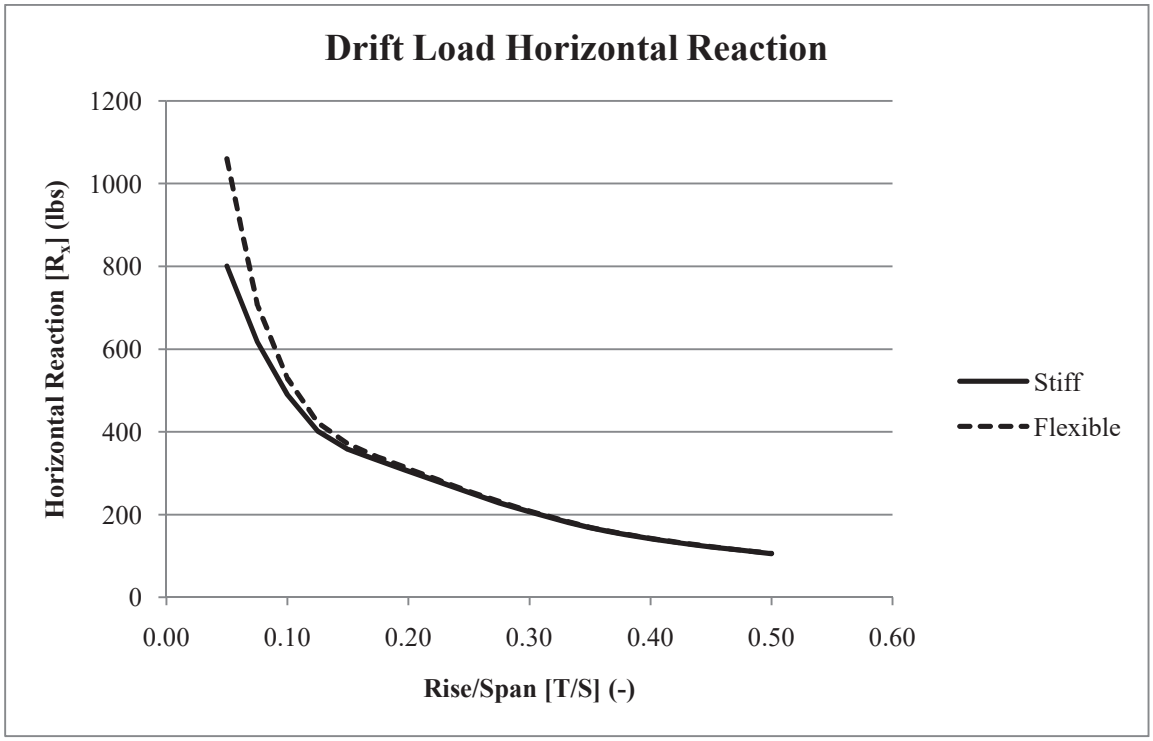


Figure D-13 – Dead Load Negative Moment.

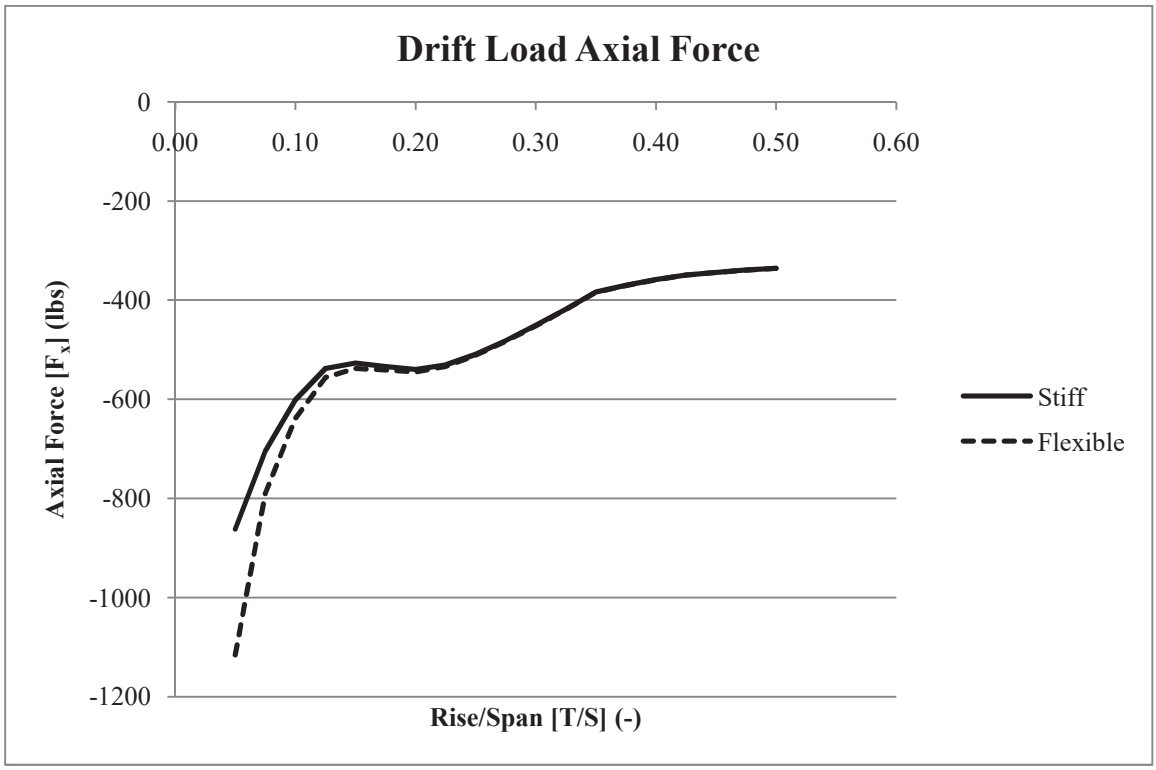


Figure D-14 – Dead Load Negative Moment.

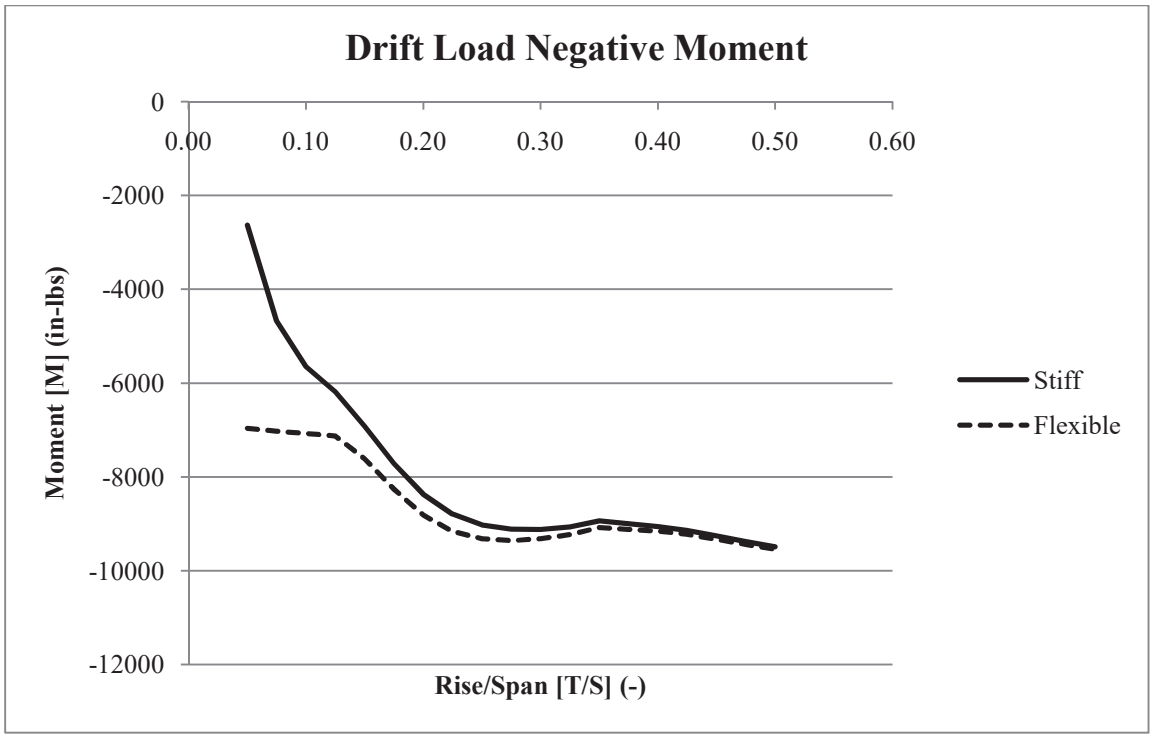


Figure D-15 – Dead Load Negative Moment.

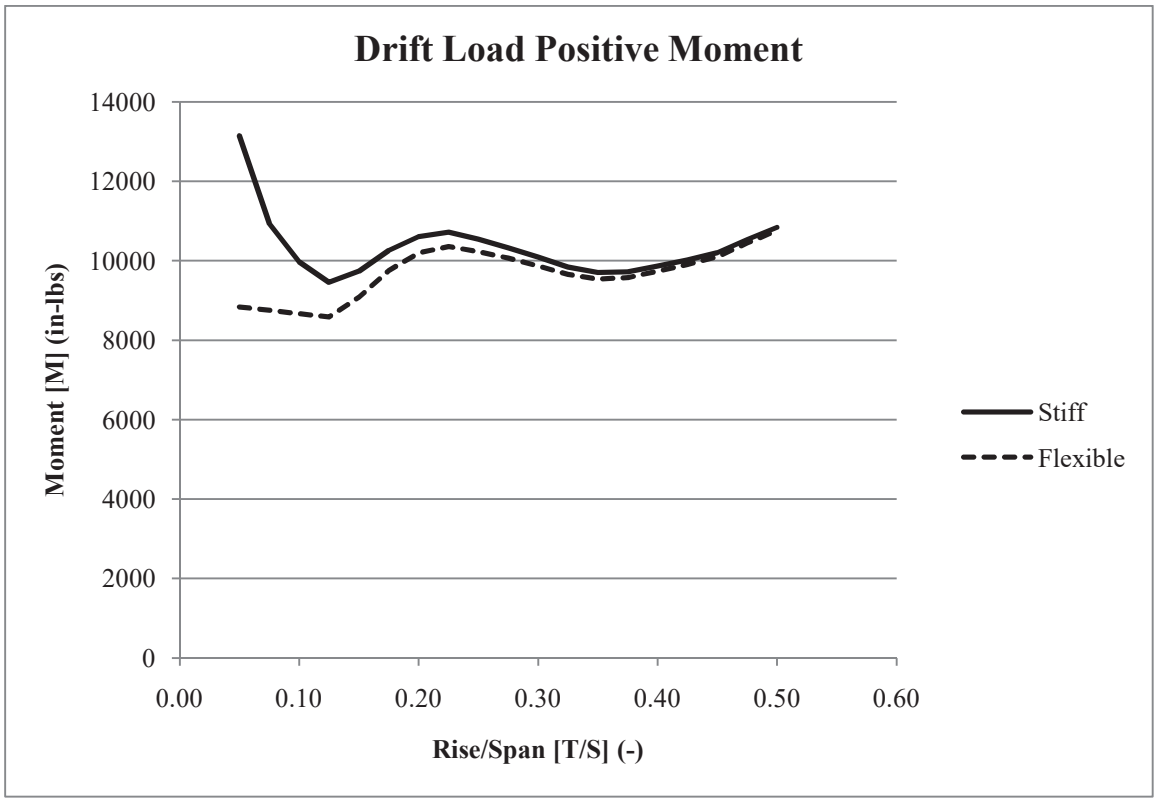


Figure D-16 – Dead Load Negative Moment.

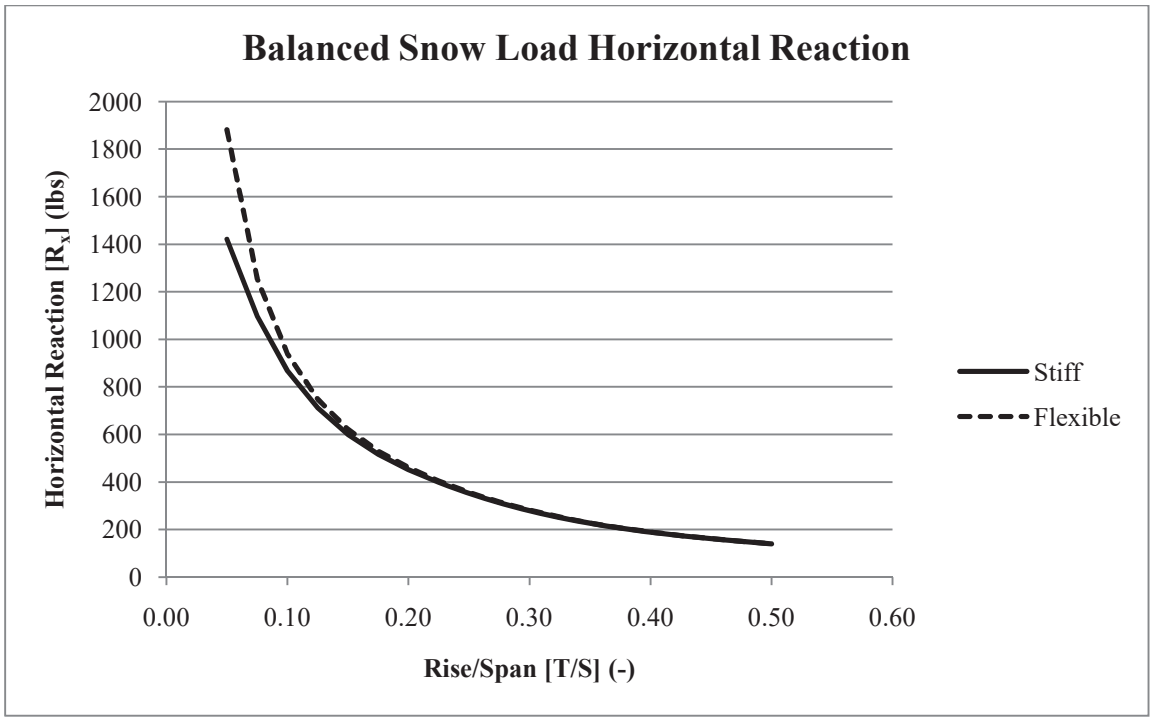


Figure D-17 – Dead Load Negative Moment.

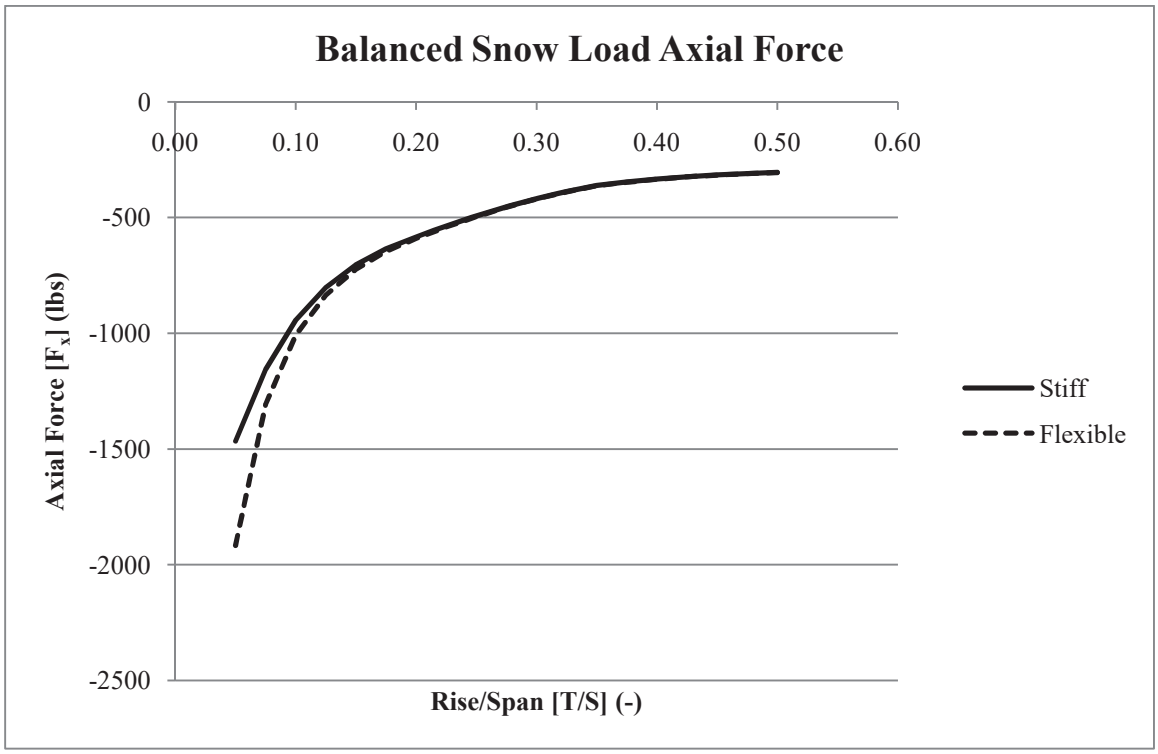


Figure D-18 – Dead Load Negative Moment.

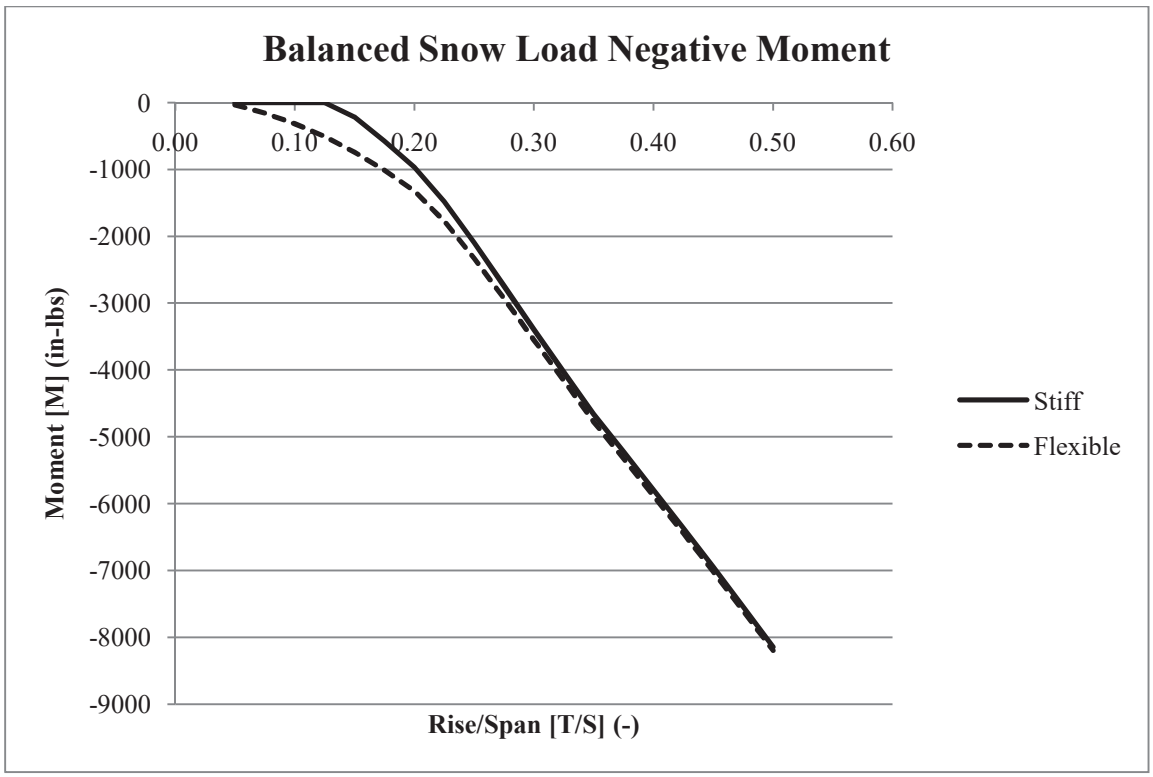


Figure D-19 – Dead Load Negative Moment.

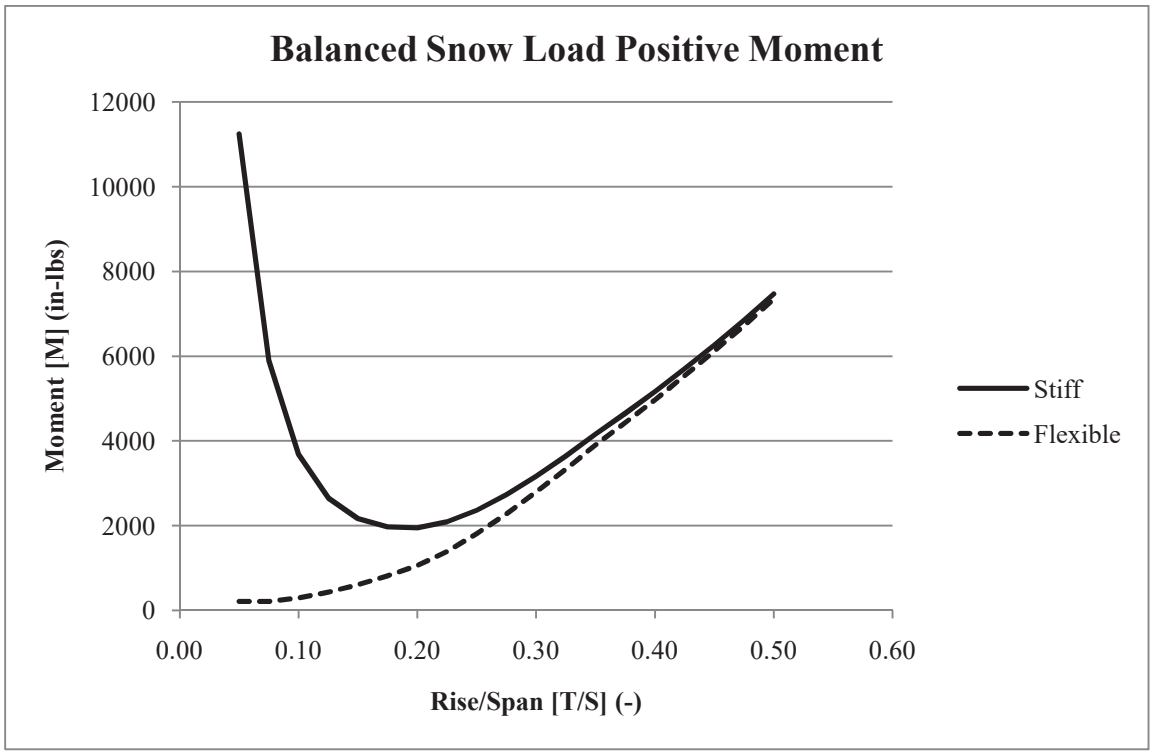


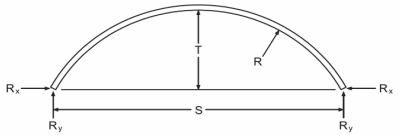
Figure D-20 – Dead Load Negative Moment.

Appendix E: Arched Roof Load Tables

Appendix E contains load tables developed by the author for use in the preliminary design of a lamella roof.

Table E-1 - 20 ft Span, Variable Snow Load.

10 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

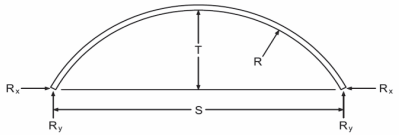
Wind Load

K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 15 psf					20 psf					25 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
2	26.00	245	450	510	-485	3665	245	450	510	-485	3665	245	450	510	-485	3665
3	18.17	245	350	425	-400	2025	245	350	425	-510	2330	245	350	425	-630	2780
4	14.50	250	280	370	-655	1700	250	280	370	-930	2165	250	280	370	-1205	2630
5	12.50	255	230	335	-915	1560	255	230	335	-1235	2010	255	230	335	-1550	2455
6	11.33	260	190	315	-1085	1460	260	190	315	-1415	1880	260	190	315	-1745	2305
7	10.64	265	165	305	-1230	1430	265	165	305	-1550	1830	265	165	305	-1885	2230
8	10.25	275	145	295	-1500	1595	275	145	295	-1745	1910	275	145	295	-2080	2305
9	10.06	280	150	290	-1985	1975	280	150	290	-1985	2055	280	150	290	-2315	2460
10	10.00	290	160	290	-2525	2700	290	160	290	-2525	2700	290	160	290	-2595	2705
Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 30 psf					35 psf					40 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
2	26.00	275	505	565	-485	4160	305	560	630	-485	4680	335	615	695	-485	5200
3	18.17	275	390	475	-825	3235	305	435	525	-1020	3690	335	475	575	-1220	4150
4	14.50	280	310	410	-1485	3100	310	345	455	-1765	3570	340	375	500	-2050	4045
5	12.50	275	250	375	-1870	2910	300	280	415	-2195	3370	330	305	455	-2520	3825
6	11.33	265	205	345	-2080	2725	290	230	380	-2415	3145	315	250	415	-2755	3570
7	10.64	265	170	310	-2215	2630	275	190	340	-2550	3030	300	205	370	-2880	3430
8	10.25	275	145	300	-2420	2700	280	160	330	-2765	3100	300	175	355	-3110	3505
9	10.06	280	150	295	-2655	2880	285	150	320	-3010	3300	305	155	345	-3365	3720
10	10.00	290	160	290	-2945	3135	290	160	315	-3295	3565	310	160	345	-3655	3995

Table E-1 - 20 ft Span, Variable Snow Load.

10 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

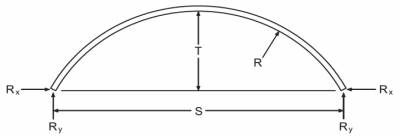
Wind Load

K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g]														
		50 psf					60 psf					70 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
2	26.00	395	730	820	-575	6240	455	840	945	-690	7280	515	955	1070	-815	8320
3	18.17	395	565	680	-1625	5065	455	650	785	-2025	5980	515	735	890	-2430	6895
4	14.50	400	445	590	-2615	4990	460	515	680	-3180	5940	520	580	770	-3745	6885
5	12.50	385	360	535	-3165	4740	445	415	615	-3815	5655	500	465	695	-4460	6565
6	11.33	365	295	485	-3430	4425	415	335	560	-4110	5285	470	380	630	-4785	6140
7	10.64	345	240	435	-3555	4230	390	275	495	-4235	5035	440	315	555	-4915	5850
8	10.25	345	205	410	-3795	4320	390	235	470	-4480	5140	435	265	525	-5175	5955
9	10.06	350	180	400	-4075	4555	390	205	455	-4780	5395	435	230	510	-5490	6230
10	10.00	355	160	395	-4385	4850	400	180	445	-5120	5730	440	200	500	-5850	6615
Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g]														
		80 psf					90 psf					100 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
2	26.00	575	1065	1200	-1020	9360	635	1180	1325	-1225	10410	695	1290	1450	-1435	11455
3	18.17	575	820	995	-2830	7810	635	910	1100	-3230	8730	695	995	1205	-3640	9645
4	14.50	580	650	860	-4310	7830	640	715	950	-4875	8780	700	785	1040	-5440	9725
5	12.50	555	520	775	-5110	7480	610	575	855	-5760	8395	670	630	935	-6405	9310
6	11.33	520	425	700	-5465	7000	570	465	770	-6140	7855	625	510	845	-6820	8715
7	10.64	485	350	615	-5595	6660	530	385	675	-6275	7475	575	420	740	-6955	8290
8	10.25	480	295	580	-5875	6775	525	325	640	-6575	7590	565	355	695	-7270	8410
9	10.06	480	255	560	-6200	7070	525	280	615	-6905	7910	565	305	670	-7625	8745
10	10.00	485	220	555	-6585	7495	530	245	605	-7315	8380	570	265	660	-8050	9265

Table E-2 - 30 ft Span, Variable Snow Load.

10 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

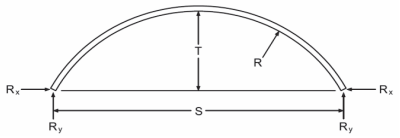
Wind Load

K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g]														
		15 psf					20 psf					25 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
3	39.00	365	785	865	-785	4305	365	785	865	-1010	4995	365	785	865	-1230	5965
4	30.13	370	625	720	-1010	3275	370	625	720	-1500	4155	370	625	720	-2000	5035
5	25.00	370	515	630	-1570	3190	370	515	630	-2190	4125	370	515	630	-2815	5065
6	21.75	375	435	565	-2000	3155	375	435	565	-2715	4135	375	435	565	-3425	5115
7	19.57	380	375	525	-2305	3085	380	375	525	-3070	4060	380	375	525	-3835	5035
8	18.06	385	330	495	-2520	2990	385	330	495	-3295	3930	385	330	495	-4085	4870
9	17.00	390	290	475	-2690	2930	390	290	475	-3470	3830	390	290	475	-4250	4735
10	16.25	395	260	460	-2850	2935	395	260	460	-3625	3800	395	260	460	-4400	4665
11	15.73	400	235	450	-3045	3010	400	235	450	-3810	3865	400	235	450	-4585	4740
12	15.38	410	215	445	-3515	3345	410	215	445	-4065	4050	410	215	445	-4850	4915
13	15.15	415	220	440	-4205	4055	415	220	440	-4375	4280	415	220	440	-5140	5180
14	15.04	425	235	435	-4955	5060	425	235	435	-4955	5060	425	235	435	-5525	5505
15	15.00	430	240	430	-5765	6085	430	240	430	-5765	6085	430	240	430	-5925	6085
Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g]														
		30 psf					35 psf					40 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
3	39.00	410	875	960	-1590	6935	455	975	1070	-2000	7910	500	1075	1175	-2415	8880
4	30.13	410	695	805	-2505	5915	455	775	890	-3015	6795	500	850	980	-3525	7675
5	25.00	415	575	700	-3435	6005	460	635	775	-4060	6940	505	700	855	-4685	7880
6	21.75	420	485	630	-4140	6100	465	535	700	-4850	7080	510	590	770	-5565	8065
7	19.57	415	415	580	-4600	6010	455	460	640	-5370	6985	500	505	705	-6135	7960
8	18.06	405	360	550	-4875	5810	445	400	610	-5665	6755	485	435	665	-6460	7695
9	17.00	395	315	515	-5050	5635	430	345	570	-5850	6550	470	380	625	-6650	7470
10	16.25	395	275	485	-5175	5560	420	305	530	-5970	6450	455	335	580	-6765	7345
11	15.73	400	245	460	-5365	5615	415	270	505	-6140	6495	450	295	550	-6915	7370
12	15.38	410	220	450	-5635	5785	415	245	490	-6425	6655	450	265	535	-7210	7545
13	15.15	415	220	440	-5945	6085	420	220	480	-6745	6985	455	240	520	-7545	7890
14	15.04	425	235	440	-6310	6425	425	235	480	-7130	7370	460	235	515	-7945	8310
15	15.00	430	240	435	-6725	6870	435	240	475	-7525	7815	465	240	515	-8355	8765

Table E-2 - 30 ft Span, Variable Snow Load.

10 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

Wind Load

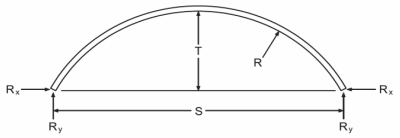
K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 50 psf					60 psf					70 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
3	39.00	590	1270	1390	-3250	10825	680	1465	1605	-4080	12765	770	1660	1820	-4915	14710
4	30.13	590	1005	1160	-4545	9440	680	1160	1340	-5570	11210	770	1315	1515	-6590	12980
5	25.00	595	825	1010	-5935	9755	685	955	1165	-7185	11635	775	1080	1320	-8440	13520
6	21.75	600	695	910	-6995	10025	690	805	1045	-8435	11990	780	910	1185	-9875	13955
7	19.57	585	595	830	-7670	9910	675	685	955	-9215	11860	760	775	1080	-10765	13825
8	18.06	570	515	785	-8040	9600	650	590	900	-9625	11505	735	670	1020	-11205	13415
9	17.00	550	445	730	-8245	9310	625	515	840	-9840	11155	700	580	945	-11440	12995
10	16.25	530	390	680	-8355	9130	600	450	775	-9950	10915	670	505	875	-11540	12700
11	15.73	515	345	640	-8500	9120	585	400	725	-10090	10870	655	450	815	-11680	12625
12	15.38	515	310	620	-8790	9335	585	355	705	-10385	11125	650	400	785	-12000	12910
13	15.15	520	280	605	-9150	9690	585	325	685	-10750	11495	650	365	765	-12355	13300
14	15.04	525	255	595	-9585	10195	590	295	675	-11225	12080	655	330	755	-12865	13965
15	15.00	530	240	590	-10025	10660	595	270	670	-11690	12615	660	300	750	-13360	14570

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 80 psf					90 psf					100 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
3	39.00	860	1855	2035	-5750	16655	950	2055	2250	-6590	18595	1040	2250	2465	-7435	20545
4	30.13	860	1470	1695	-7610	14755	955	1625	1875	-8635	16530	1045	1780	2050	-9655	18305
5	25.00	865	1205	1470	-9700	15410	955	1335	1625	-10960	17295	1045	1460	1780	-12220	19185
6	21.75	870	1015	1325	-11315	15920	960	1120	1460	-12755	17880	1050	1230	1600	-14195	19845
7	19.57	850	865	1205	-12315	15790	935	955	1330	-13860	17755	1025	1045	1455	-15410	19715
8	18.06	815	745	1135	-12800	15320	900	820	1250	-14395	17230	980	900	1370	-15995	19135
9	17.00	780	645	1055	-13035	14835	855	710	1160	-14635	16675	935	780	1270	-16230	18520
10	16.25	745	565	970	-13130	14490	815	620	1065	-14720	16275	885	680	1165	-16315	18060
11	15.73	720	500	905	-13270	14375	790	550	995	-14860	16125	855	600	1085	-16450	17880
12	15.38	715	445	870	-13610	14700	785	490	955	-15220	16485	850	535	1040	-16830	18275
13	15.15	715	405	850	-13985	15105	780	445	930	-15620	16910	845	485	1015	-17255	18710
14	15.04	720	365	835	-14500	15850	785	405	920	-16140	17740	850	440	1000	-17800	19625
15	15.00	725	335	830	-15025	16525	790	370	910	-16695	18480	855	400	985	-18365	20435

Table E-3 - 40 ft Span, Variable Snow Load.

10 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to $C_D = 1.0$.
Use ASD design procedure only.

Snow Load

$C_e = 0.9$
$C_t = 1.2$
$I_s = 1.10$

Wind Load

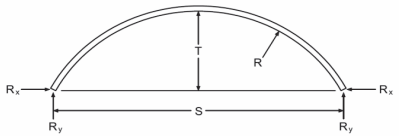
$K_{zt} = 1.0$
$K_d = 0.85$

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g]														
		15 psf					20 psf					25 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
4	52.00	485	1110	1205	-1725	5860	485	1110	1205	-2565	7430	485	1110	1205	-3440	9000
5	42.50	490	915	1030	-2305	5180	490	915	1030	-3285	6670	490	915	1030	-4265	8170
6	36.33	490	770	910	-2905	5055	490	770	910	-3995	6590	490	770	910	-5085	8130
7	32.07	495	670	825	-3465	5140	495	670	825	-4680	6765	495	670	825	-5895	8390
8	29.00	500	585	760	-3930	5200	500	585	760	-5250	6890	500	585	760	-6565	8580
9	26.72	505	525	715	-4280	5175	505	525	715	-5665	6860	505	525	715	-7050	8545
10	25.00	510	470	680	-4535	5085	510	470	680	-5955	6750	510	470	680	-7380	8430
11	23.68	515	430	655	-4745	5010	515	430	655	-6170	6645	515	430	655	-7610	8275
12	22.67	520	390	635	-4945	4985	520	390	635	-6345	6560	520	390	635	-7780	8130
13	21.88	525	360	620	-5130	5000	525	360	620	-6530	6525	525	360	620	-7930	8095
14	21.29	530	330	605	-5310	5070	530	330	605	-6695	6590	530	330	605	-8080	8105
15	20.83	535	310	595	-5620	5280	535	310	595	-6995	6755	535	310	595	-8395	8305
16	20.50	545	285	590	-6340	6045	545	285	590	-7310	7050	545	285	590	-8725	8575
17	20.26	550	285	585	-7235	7090	550	285	585	-7705	7370	550	285	585	-9095	8940
18	20.11	560	290	580	-8195	8280	560	290	580	-8195	8280	560	290	580	-9540	9345
19	20.03	565	310	575	-9215	9955	565	310	575	-9215	9955	565	310	575	-10050	9955
20	20.00	575	315	575	-10300	11560	575	315	575	-10300	11560	575	315	575	-10590	11560

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g]														
		30 psf					35 psf					40 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
4	52.00	545	1240	1345	-4340	10585	605	1375	1495	-5235	12175	665	1515	1645	-6130	13765
5	42.50	545	1020	1150	-5240	9675	605	1130	1275	-6220	11185	665	1245	1405	-7200	12690
6	36.33	550	860	1015	-6180	9685	610	955	1125	-7270	11235	670	1050	1240	-8375	12785
7	32.07	550	745	920	-7115	10010	610	825	1020	-8345	11635	670	910	1120	-9575	13270
8	29.00	555	655	850	-7885	10270	615	725	940	-9220	11965	675	800	1035	-10555	13655
9	26.72	550	580	790	-8435	10250	610	645	875	-9825	11960	670	710	960	-11225	13665
10	25.00	545	520	755	-8800	10110	600	575	835	-10225	11795	655	630	915	-11645	13475
11	23.68	535	465	720	-9050	9910	590	515	800	-10490	11545	640	565	875	-11925	13175
12	22.67	525	420	690	-9220	9710	575	465	760	-10665	11315	625	510	835	-12105	12925
13	21.88	525	380	655	-9355	9665	565	420	725	-10790	11235	610	460	790	-12230	12805
14	21.29	530	350	620	-9465	9625	550	385	685	-10860	11140	600	420	745	-12280	12660
15	20.83	535	320	610	-9790	9855	550	355	665	-11190	11405	595	385	725	-12590	12950
16	20.50	545	295	595	-10135	10095	555	325	655	-11550	11630	600	355	710	-12960	13205
17	20.26	550	285	590	-10520	10510	560	305	645	-11945	12085	600	330	700	-13375	13655
18	20.11	560	290	585	-10970	10970	565	290	640	-12420	12600	610	310	690	-13865	14225
19	20.03	565	310	580	-11460	11450	570	310	635	-12920	13110	615	310	685	-14390	14790
20	20.00	575	315	580	-12020	12090	580	315	630	-13445	13765	620	315	685	-14935	15445

Table E-3 - 40 ft Span, Variable Snow Load.

10 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

Wind Load

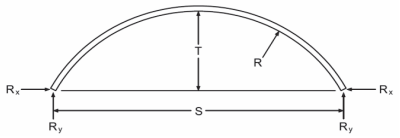
K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 50 psf					60 psf					70 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
4	52.00	785	1790	1945	-7925	16945	905	2070	2250	-9720	20125	1025	2345	2550	-11515	23305
5	42.50	785	1470	1660	-9155	15705	905	1700	1915	-11130	18720	1025	1925	2170	-13100	21730
6	36.33	790	1245	1460	-10580	15890	910	1435	1685	-12785	18995	1030	1625	1910	-14990	22095
7	32.07	795	1075	1325	-12030	16545	915	1240	1525	-14490	19815	1035	1405	1730	-16950	23090
8	29.00	795	945	1220	-13220	17035	920	1085	1405	-15890	20420	1040	1230	1595	-18555	23805
9	26.72	790	835	1135	-14030	17085	905	960	1305	-16835	20500	1025	1090	1475	-19640	23920
10	25.00	770	745	1080	-14510	16835	885	855	1240	-17385	20200	995	970	1405	-20265	23560
11	23.68	750	665	1030	-14805	16445	860	765	1185	-17685	19710	965	865	1335	-20590	22975
12	22.67	730	600	975	-14990	16140	830	690	1120	-17875	19360	935	775	1265	-20760	22575
13	21.88	710	540	925	-15105	15945	805	620	1055	-17975	19080	905	700	1190	-20850	22220
14	21.29	690	490	865	-15120	15715	780	565	990	-17960	18805	875	635	1110	-20800	21900
15	20.83	685	450	845	-15445	16050	780	520	960	-18315	19145	870	585	1080	-21180	22240
16	20.50	685	415	825	-15785	16355	775	475	935	-18665	19500	865	540	1050	-21555	22645
17	20.26	690	385	810	-16230	16800	780	440	920	-19080	19945	865	495	1030	-21980	23090
18	20.11	695	360	800	-16765	17480	780	410	905	-19660	20730	870	460	1015	-22555	23985
19	20.03	700	335	790	-17330	18150	790	385	900	-20270	21510	875	430	1005	-23210	24865
20	20.00	710	315	790	-17915	18795	795	355	895	-20890	22250	880	400	1000	-23870	25705

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 80 psf					90 psf					100 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
4	52.00	1145	2625	2850	-13310	26485	1265	2900	3150	-15100	29665	1385	3175	3450	-16895	32845
5	42.50	1150	2155	2425	-15075	24745	1270	2380	2680	-17050	27760	1390	2605	2940	-19020	30775
6	36.33	1150	1815	2135	-17200	25200	1270	2010	2360	-19405	28305	1390	2200	2585	-21610	31405
7	32.07	1155	1570	1930	-19410	26360	1275	1735	2135	-21870	29630	1395	1895	2335	-24330	32905
8	29.00	1160	1375	1780	-21225	27185	1280	1520	1965	-23895	30570	1400	1665	2150	-26560	33950
9	26.72	1140	1215	1645	-22445	27335	1260	1345	1820	-25245	30750	1375	1470	1990	-28050	34170
10	25.00	1110	1080	1565	-23140	26925	1220	1195	1730	-26015	30290	1335	1305	1890	-28890	33650
11	23.68	1075	965	1490	-23495	26265	1180	1065	1645	-26405	29560	1290	1165	1800	-29310	32850
12	22.67	1040	865	1410	-23645	25795	1140	955	1550	-26530	29010	1245	1045	1695	-29440	32230
13	21.88	1000	780	1325	-23725	25360	1100	860	1455	-26600	28500	1195	940	1590	-29470	31635
14	21.29	965	705	1235	-23640	24995	1060	780	1355	-26480	28090	1150	850	1480	-29325	31185
15	20.83	960	650	1195	-24045	25340	1050	715	1310	-26910	28435	1140	780	1430	-29775	31535
16	20.50	955	600	1165	-24440	25795	1045	660	1275	-27330	28940	1130	720	1390	-30215	32085
17	20.26	955	555	1140	-24895	26245	1040	610	1250	-27805	29440	1130	665	1360	-30720	32635
18	20.11	955	515	1125	-25470	27235	1045	565	1230	-28420	30490	1130	615	1340	-31370	33745
19	20.03	960	480	1110	-26145	28225	1050	525	1220	-29085	31585	1135	575	1325	-32050	34940
20	20.00	970	445	1105	-26850	29160	1055	490	1210	-29825	32615	1140	535	1315	-32805	36070

Table E-4 - 50 ft Span, Variable Snow Load.

10 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

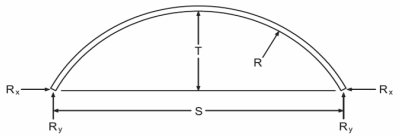
Wind Load

K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g]														
		15 psf					20 psf					25 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
5	65.00	610	1425	1545	-3510	8150	610	1425	1545	-5025	10520	610	1425	1545	-6545	12890
6	55.08	610	1205	1345	-4115	7545	610	1205	1345	-5705	9835	610	1205	1345	-7295	12130
8	43.06	615	920	1095	-5320	7510	615	920	1095	-7160	9920	615	920	1095	-9015	12350
10	36.25	625	740	955	-6420	7820	625	740	955	-8515	10425	625	740	955	-10615	13025
12	32.04	630	615	870	-7135	7775	630	615	870	-9365	10380	630	615	870	-11595	12985
14	29.32	640	525	815	-7615	7620	640	525	815	-9860	10140	640	525	815	-12135	12665
16	27.53	655	460	775	-8055	7635	655	460	775	-10255	10045	655	460	775	-12465	12480
18	26.36	665	405	755	-8545	7890	665	405	755	-10725	10260	665	405	755	-12905	12635
20	25.63	680	360	735	-9965	9965	680	360	735	-11495	10910	680	360	735	-13710	13275
22	25.20	695	355	725	-12245	12830	695	355	725	-12500	12830	695	355	725	-14660	14240
24	25.02	710	385	720	-14770	16880	710	385	720	-14770	16880	710	385	720	-15910	16880
25	25.00	715	390	720	-16135	19020	715	390	720	-16135	19020	715	390	720	-16590	19020
Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g]														
		30 psf					35 psf					40 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
5	65.00	680	1590	1720	-8060	15260	755	1770	1915	-9575	17630	830	1945	2105	-11090	20000
6	55.08	680	1345	1500	-8895	14420	755	1495	1665	-10505	16715	830	1645	1835	-12110	19010
8	43.06	685	1025	1225	-10875	14780	760	1140	1360	-12740	17210	835	1250	1495	-14605	19645
10	36.25	695	825	1065	-12740	15630	770	915	1180	-14865	18230	845	1005	1300	-16985	20835
12	32.04	685	680	960	-13825	15590	755	755	1065	-16055	18195	825	830	1165	-18315	20800
14	29.32	665	570	895	-14405	15190	730	635	990	-16680	17715	800	695	1085	-18950	20240
16	27.53	655	485	830	-14725	14915	705	540	910	-16985	17350	770	590	995	-19250	19785
18	26.36	665	420	770	-15085	15010	690	465	845	-17265	17385	745	510	920	-19500	19760
20	25.63	680	370	745	-15920	15645	690	410	815	-18135	18035	745	445	885	-20350	20480
22	25.20	695	355	730	-16915	16735	700	360	800	-19170	19235	755	395	865	-21425	21730
24	25.02	710	385	725	-18120	17990	715	385	790	-20405	20540	770	385	855	-22710	23170
25	25.00	715	390	725	-18825	19020	725	390	790	-21065	21420	775	390	855	-23395	24030

Table E-4 - 50 ft Span, Variable Snow Load.

10 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to $C_D = 1.0$.
Use ASD design procedure only.

Snow Load

$C_e = 0.9$
$C_t = 1.2$
$I_s = 1.10$

Wind Load

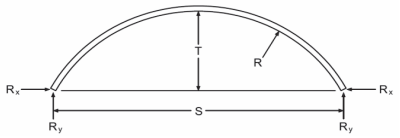
$K_{zt} = 1.0$
$K_d = 0.85$

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 50 psf					60 psf					70 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
5	65.00	980	2305	2490	-14145	24735	1130	2660	2875	-17205	29475	1280	3015	3260	-20265	34215
6	55.08	980	1945	2170	-15330	23595	1130	2245	2505	-18545	28180	1285	2545	2840	-21765	32765
8	43.06	990	1480	1765	-18330	24505	1140	1705	2035	-22060	29365	1290	1935	2305	-25785	34225
10	36.25	995	1185	1530	-21235	26040	1145	1370	1765	-25485	31245	1295	1550	2000	-29735	36450
12	32.04	970	975	1375	-22830	26010	1115	1125	1580	-27345	31220	1260	1275	1790	-31860	36430
14	29.32	930	815	1275	-23495	25285	1065	940	1465	-28045	30335	1200	1060	1655	-32630	35380
16	27.53	890	690	1165	-23770	24655	1015	795	1335	-28295	29525	1135	895	1505	-32815	34400
18	26.36	860	595	1070	-23970	24510	975	680	1220	-28445	29260	1090	770	1370	-32920	34010
20	25.63	860	520	1030	-24780	25375	970	595	1170	-29310	30270	1080	675	1310	-33840	35165
22	25.20	865	460	1000	-25935	26725	975	530	1135	-30445	31720	1085	595	1275	-34955	36710
24	25.02	880	415	990	-27325	28430	985	470	1120	-31940	33690	1095	530	1255	-36555	38950
25	25.00	885	390	985	-28060	29255	995	445	1115	-32720	34640	1100	500	1245	-37385	40020

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 80 psf					90 psf					100 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
5	65.00	1430	3370	3645	-23325	38955	1580	3725	4030	-26385	43690	1730	4080	4415	-29440	48430
6	55.08	1435	2845	3170	-24985	37355	1585	3150	3505	-28200	41940	1735	3450	3840	-31420	46525
8	43.06	1440	2160	2575	-29510	39085	1590	2390	2845	-33240	43945	1740	2615	3120	-36965	48805
10	36.25	1450	1730	2235	-33980	41655	1600	1915	2465	-38230	46865	1750	2095	2700	-42480	52070
12	32.04	1400	1420	1995	-36380	41640	1545	1570	2200	-40895	46870	1690	1720	2410	-45410	52105
14	29.32	1335	1185	1845	-37220	40430	1465	1305	2035	-41810	45480	1600	1430	2225	-46395	50525
16	27.53	1260	1000	1675	-37340	39270	1385	1100	1845	-41860	44140	1505	1205	2015	-46385	49010
18	26.36	1205	855	1520	-37390	38760	1315	940	1670	-41865	43570	1430	1030	1820	-46335	48375
20	25.63	1190	750	1455	-38370	40055	1305	825	1595	-42895	44950	1415	900	1735	-47425	49845
22	25.20	1190	660	1410	-39555	41705	1300	730	1545	-44155	46700	1410	795	1685	-48755	51695
24	25.02	1205	590	1385	-41165	44210	1310	650	1520	-45780	49470	1420	710	1655	-50410	54735
25	25.00	1210	560	1380	-42050	45405	1320	615	1510	-46710	50790	1425	670	1645	-51375	56175

Table E-5 - 60 ft Span, Variable Snow Load.

10 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to $C_D = 1.0$.
Use ASD design procedure only.

Snow Load

$C_e = 0.9$
$C_t = 1.2$
$I_s = 1.10$

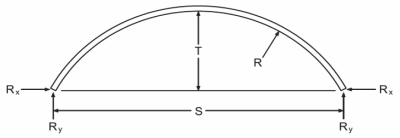
Wind Load

$K_{zt} = 1.0$
$K_d = 0.85$

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g]														
		15 psf					20 psf					25 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
6	78.00	730	1740	1875	-5820	10970	730	1740	1875	-8095	14290	730	1740	1875	-10380	17610
8	60.25	735	1325	1505	-6790	9985	735	1325	1505	-9195	13180	735	1325	1505	-11625	16375
10	50.00	740	1065	1285	-8260	10580	740	1065	1285	-11025	14075	740	1065	1285	-13825	17590
12	43.50	745	890	1150	-9465	11025	745	890	1150	-12510	14740	745	890	1150	-15585	18455
14	39.14	755	760	1060	-10305	11055	755	760	1060	-13520	14785	755	760	1060	-16740	18515
16	36.13	765	665	995	-10860	10900	765	665	995	-14140	14530	765	665	995	-17420	18155
18	34.00	775	590	950	-11375	10850	775	590	950	-14570	14345	775	590	950	-17855	17840
20	32.50	790	525	920	-11885	11010	790	525	920	-15050	14370	790	525	920	-18215	17785
22	31.45	800	475	900	-12540	12040	800	475	900	-15685	14785	800	475	900	-18840	18215
24	30.75	815	430	885	-14400	14985	815	430	885	-16605	15620	815	430	885	-19800	19020
26	30.31	830	420	875	-17100	18505	830	420	875	-17775	18505	830	420	875	-20910	20180
28	30.07	845	450	865	-20050	23385	845	450	865	-20050	23385	845	450	865	-22350	23385
30	30.00	860	465	860	-23265	28560	860	465	860	-23265	28560	860	465	860	-23920	28560
Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g]														
		30 psf					35 psf					40 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
6	78.00	815	1940	2095	-12680	20925	905	2155	2325	-14985	24245	995	2370	2560	-17290	27565
8	60.25	820	1475	1675	-14055	19565	910	1640	1865	-16485	22760	1000	1805	2050	-18915	25955
10	50.00	825	1190	1435	-16620	21105	915	1320	1590	-19415	24620	1005	1450	1750	-22210	28135
12	43.50	835	990	1280	-18675	22175	925	1100	1420	-21765	25890	1015	1210	1560	-24855	29605
14	39.14	825	845	1165	-19955	22245	910	935	1290	-23210	25975	1000	1030	1415	-26470	29730
16	36.13	805	725	1100	-20695	21780	885	805	1220	-23975	25440	970	885	1335	-27255	29120
18	34.00	785	635	1035	-21135	21360	860	700	1140	-24420	24930	940	765	1250	-27700	28505
20	32.50	790	555	965	-21435	21265	840	615	1065	-24690	24745	910	670	1160	-27940	28230
22	31.45	800	495	920	-21995	21640	825	545	1005	-25150	25070	895	595	1095	-28360	28500
24	30.75	815	445	895	-22995	22420	830	490	980	-26190	25860	895	535	1065	-29380	29375
26	30.31	830	420	880	-24150	23735	840	445	960	-27390	27290	905	485	1045	-30625	30840
28	30.07	845	450	875	-25550	25190	850	450	955	-28860	28915	915	450	1030	-32165	32640
30	30.00	860	465	870	-27140	28560	865	465	945	-30375	30770	930	465	1025	-33735	34525

Table E-5 - 60 ft Span, Variable Snow Load.

10 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

Wind Load

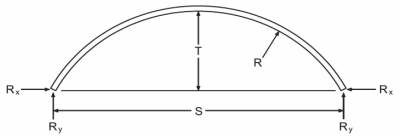
K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 50 psf					60 psf					70 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
6	78.00	1175	2805	3030	-21895	34200	1355	3240	3500	-26500	40840	1535	3675	3965	-31105	47475
8	60.25	1180	2135	2425	-23775	32340	1360	2460	2795	-28635	38725	1540	2790	3170	-33495	45115
10	50.00	1185	1715	2070	-27805	35165	1365	1980	2385	-33395	42195	1550	2240	2700	-38985	49225
12	43.50	1195	1430	1840	-31035	37040	1375	1650	2125	-37215	44475	1555	1865	2405	-43395	51905
14	39.14	1170	1215	1670	-32985	37265	1345	1395	1920	-39500	44795	1520	1580	2170	-46015	52330
16	36.13	1135	1040	1570	-33840	36485	1300	1195	1805	-40470	43845	1465	1355	2045	-47100	51210
18	34.00	1095	900	1465	-34270	35655	1245	1035	1680	-40835	42800	1400	1170	1895	-47400	49950
20	32.50	1055	790	1355	-34445	35190	1195	905	1550	-40950	42155	1340	1020	1745	-47455	49120
22	31.45	1030	700	1275	-34830	35355	1165	800	1455	-41305	42210	1305	900	1630	-47775	49065
24	30.75	1030	625	1235	-35785	36400	1165	715	1405	-42320	43430	1295	810	1575	-48855	50460
26	30.31	1035	565	1205	-37105	37950	1165	645	1370	-43585	45060	1300	730	1530	-50130	52170
28	30.07	1045	515	1190	-38775	40090	1180	590	1350	-45390	47540	1310	660	1510	-52000	54990
30	30.00	1060	470	1180	-40460	42035	1190	535	1340	-47180	49780	1320	600	1495	-53905	57520

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 80 psf					90 psf					100 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
6	78.00	1715	4105	4435	-35715	54110	1895	4540	4900	-40320	60750	2080	4975	5370	-44925	67385
8	60.25	1720	3120	3545	-38355	51500	1905	3450	3915	-43215	57890	2085	3775	4290	-48075	64275
10	50.00	1730	2505	3020	-44580	56260	1910	2770	3335	-50170	63290	2090	3030	3655	-55765	70320
12	43.50	1735	2085	2685	-49580	59340	1915	2305	2965	-55760	66770	2100	2525	3245	-61940	74205
14	39.14	1695	1765	2425	-52535	59860	1870	1950	2675	-59050	67390	2045	2135	2925	-65565	74925
16	36.13	1630	1510	2280	-53730	58575	1795	1670	2515	-60360	65935	1955	1825	2750	-66990	73300
18	34.00	1555	1305	2115	-53980	57100	1710	1440	2330	-60600	64245	1865	1575	2545	-67225	71395
20	32.50	1485	1135	1940	-53965	56080	1630	1255	2135	-60470	63045	1770	1370	2330	-66975	70010
22	31.45	1440	1005	1810	-54245	55920	1575	1105	1990	-60720	62780	1710	1205	2165	-67190	69635
24	30.75	1430	900	1745	-55390	57490	1565	990	1915	-61925	64515	1695	1080	2085	-68460	71545
26	30.31	1430	810	1695	-56745	59275	1560	890	1860	-63355	66385	1690	975	2025	-69970	73495
28	30.07	1440	735	1675	-58615	62440	1570	810	1835	-65275	69890	1700	885	1995	-72010	77340
30	30.00	1450	670	1655	-60625	65265	1580	735	1815	-67350	73005	1710	805	1975	-74070	80750

Table E-6 - 70 ft Span, Variable Snow Load.

15 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

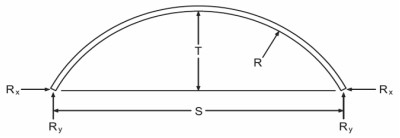
Wind Load

K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g]														
		15 psf					20 psf					25 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
6	105.08	990	2760	2925	-7125	15735	990	2760	2925	-10210	20265	995	2775	2940	-13295	24795
8	80.56	995	2105	2320	-8765	14080	995	2105	2320	-12010	18455	1000	2115	2330	-15270	22825
10	66.25	1005	1695	1960	-10085	13585	1005	1695	1960	-13535	18005	1010	1705	1970	-17000	22440
12	57.04	1015	1420	1730	-11835	14255	1015	1420	1730	-15680	19005	1020	1425	1740	-19525	23755
14	50.75	1025	1220	1575	-13335	14665	1025	1220	1575	-17505	19695	1035	1225	1585	-21675	24730
16	46.28	1040	1065	1470	-14485	14780	1040	1065	1470	-18855	19825	1040	1070	1470	-23230	24865
18	43.03	1055	950	1390	-15490	14755	1055	950	1390	-19830	19675	1055	950	1395	-24300	24595
20	40.63	1070	850	1340	-16385	14845	1070	850	1340	-20740	19580	1070	850	1340	-25095	24320
22	38.84	1085	770	1300	-17270	15160	1085	770	1300	-21595	19670	1085	770	1300	-25930	24375
24	37.52	1105	705	1270	-18370	15740	1105	705	1270	-22480	20205	1105	705	1270	-26775	24785
26	36.56	1125	645	1250	-19790	16795	1125	645	1250	-23895	21230	1125	645	1250	-28055	25670
28	35.88	1145	625	1235	-22715	20055	1145	625	1235	-25615	22550	1145	625	1235	-29765	27170
30	35.42	1165	640	1230	-26410	24065	1165	640	1230	-27555	24230	1165	640	1230	-31760	28740
32	35.14	1185	655	1225	-30425	28735	1185	655	1225	-30425	28735	1185	655	1225	-34075	31035
34	35.01	1210	695	1220	-34765	35465	1210	695	1220	-34765	35465	1210	695	1220	-36560	35465
35	35.00	1220	710	1220	-37060	38615	1220	710	1220	-37060	38615	1220	710	1220	-37900	38615
Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g]														
		30 psf					35 psf					40 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
6	105.08	1100	3070	3250	-16385	29325	1205	3365	3565	-19490	33855	1310	3660	3875	-22615	38385
8	80.56	1105	2340	2575	-18555	27195	1215	2565	2820	-21845	31565	1320	2785	3070	-25130	35940
10	66.25	1115	1885	2175	-20495	26875	1220	2065	2385	-23995	31310	1325	2245	2590	-27490	35745
12	57.04	1125	1575	1920	-23420	28540	1230	1725	2105	-27320	33345	1340	1875	2285	-31225	38150
14	50.75	1140	1355	1750	-25850	29760	1245	1480	1915	-30065	34795	1350	1610	2080	-34300	39825
16	46.28	1135	1180	1615	-27600	29910	1240	1290	1765	-31975	34955	1340	1400	1915	-36345	40020
18	43.03	1120	1040	1540	-28765	29530	1220	1135	1680	-33235	34565	1320	1230	1820	-37700	39600
20	40.63	1110	920	1465	-29580	29220	1200	1005	1595	-34070	34120	1295	1090	1730	-38560	39020
22	38.84	1095	825	1395	-30265	29115	1180	900	1515	-34645	33855	1270	970	1635	-39110	38600
24	37.52	1105	740	1325	-31065	29365	1165	810	1435	-35360	33945	1245	875	1545	-39655	38525
26	36.56	1125	675	1290	-32365	30240	1165	735	1390	-36675	34915	1245	790	1495	-40985	39595
28	35.88	1145	625	1265	-33970	31790	1180	670	1365	-38320	36405	1255	725	1465	-42675	41025
30	35.42	1165	640	1255	-35960	33540	1195	640	1350	-40195	38340	1270	665	1445	-44600	43140
32	35.14	1185	655	1250	-38355	35765	1215	655	1345	-42640	40495	1290	655	1435	-46925	45480
34	35.01	1210	695	1250	-40910	38395	1240	695	1340	-45265	43370	1315	695	1430	-49615	48350
35	35.00	1220	710	1250	-42290	39765	1250	710	1340	-46680	44870	1325	710	1430	-51070	49970

Table E-6 - 70 ft Span, Variable Snow Load.

15 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to $C_D = 1.0$.
Use ASD design procedure only.

Snow Load

$C_e = 0.9$
$C_t = 1.2$
$I_s = 1.10$

Wind Load

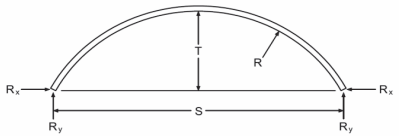
$K_{zt} = 1.0$
$K_d = 0.85$

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g]														
		50 psf					60 psf					70 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
6	105.08	1520	4250	4505	-28860	47445	1735	4840	5130	-35105	56505	1945	5435	5755	-41355	65565
8	80.56	1530	3235	3565	-31705	44680	1740	3685	4055	-38285	53425	1950	4135	4550	-44860	62165
10	66.25	1540	2605	3005	-34490	44620	1750	2965	3420	-41485	53490	1960	3325	3835	-48480	62360
12	57.04	1550	2175	2650	-39030	47760	1760	2475	3010	-46835	57375	1970	2775	3375	-54640	66985
14	50.75	1560	1865	2405	-42765	49890	1770	2120	2735	-51230	59955	1985	2375	3060	-59695	70020
16	46.28	1545	1620	2210	-45195	50240	1750	1840	2510	-54060	60460	1955	2065	2805	-62920	70685
18	43.03	1515	1420	2100	-46635	49670	1710	1615	2380	-55585	59740	1905	1805	2660	-64625	69810
20	40.63	1480	1260	1990	-47540	48815	1665	1425	2250	-56520	58615	1850	1595	2515	-65500	68415
22	38.84	1445	1120	1875	-48035	48080	1620	1265	2120	-56960	57565	1795	1415	2360	-65885	67050
24	37.52	1410	1005	1765	-48380	47720	1575	1135	1985	-57205	57125	1740	1265	2205	-66025	66530
26	36.56	1405	910	1700	-49605	48950	1565	1025	1910	-58290	58300	1720	1145	2115	-67130	67655
28	35.88	1410	830	1665	-51380	50270	1565	935	1860	-60085	59820	1720	1040	2060	-68790	69375
30	35.42	1425	760	1635	-53405	52740	1580	860	1825	-62210	62335	1730	955	2020	-71015	71935
32	35.14	1445	700	1625	-55860	55480	1595	790	1810	-64815	65480	1750	880	1995	-73770	75475
34	35.01	1465	695	1610	-58405	58305	1615	730	1795	-67490	68425	1770	810	1975	-76575	78775
35	35.00	1480	710	1610	-59845	60180	1630	710	1790	-68935	70385	1780	780	1970	-78090	80595

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g]														
		80 psf					90 psf					100 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
6	105.08	2155	6025	6380	-47600	74625	2365	6615	7005	-53850	83685	2575	7205	7630	-60095	92745
8	80.56	2160	4580	5045	-51435	70910	2375	5030	5540	-58010	79650	2585	5480	6030	-64585	88395
10	66.25	2170	3685	4250	-55480	71230	2380	4045	4665	-62475	80105	2595	4405	5080	-69470	88975
12	57.04	2180	3075	3740	-62445	76595	2390	3375	4100	-70250	86205	2605	3675	4465	-78055	95815
14	50.75	2195	2635	3390	-68160	80085	2405	2890	3720	-76625	90150	2615	3145	4045	-85090	100215
16	46.28	2160	2285	3105	-71785	80905	2365	2505	3400	-80650	91130	2570	2725	3700	-89515	101350
18	43.03	2100	1995	2940	-73665	79880	2295	2190	3225	-82705	89950	2490	2380	3505	-91745	100020
20	40.63	2035	1760	2775	-74480	78215	2220	1930	3040	-83475	88015	2405	2095	3300	-92540	97815
22	38.84	1965	1560	2600	-74815	76535	2140	1710	2845	-83740	86015	2315	1855	3085	-92665	95500
24	37.52	1905	1395	2425	-74845	75935	2065	1525	2645	-83665	85340	2230	1655	2865	-92490	94745
26	36.56	1880	1260	2320	-75965	77010	2040	1375	2530	-84805	86365	2195	1495	2735	-93640	95720
28	35.88	1880	1145	2255	-77635	78925	2035	1255	2455	-86545	88480	2190	1360	2655	-95450	98030
30	35.42	1885	1050	2210	-79820	81535	2040	1145	2400	-88625	91135	2190	1245	2590	-97560	100735
32	35.14	1900	965	2180	-82725	85475	2055	1055	2370	-91680	95470	2205	1145	2560	-100640	105470
34	35.01	1920	890	2160	-85660	89130	2070	975	2345	-94750	99480	2225	1055	2530	-103835	109830
35	35.00	1930	855	2155	-87245	90980	2085	935	2340	-96405	101510	2235	1015	2525	-105560	112040

Table E-7 - 80 ft Span, Variable Snow Load.

15 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to $C_D = 1.0$.
Use ASD design procedure only.

Snow Load

$C_e = 0.9$
$C_t = 1.2$
$I_s = 1.10$

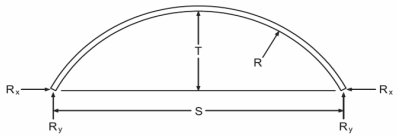
Wind Load

$K_{zt} = 1.0$
$K_d = 0.85$

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g]														
		15 psf					20 psf					25 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
8	104.00	1135	2750	2960	-11280	18570	1135	2750	2960	-15495	24300	1140	2760	2975	-19775	30030
12	72.67	1150	1855	2165	-14120	17620	1150	1855	2165	-18795	23495	1160	1865	2175	-23520	29395
16	58.00	1170	1395	1800	-17615	18935	1170	1395	1800	-23085	25485	1180	1405	1815	-28555	32035
20	50.00	1200	1115	1610	-20025	19115	1200	1115	1610	-25740	25505	1200	1115	1615	-31565	31985
24	45.33	1230	925	1505	-22045	19345	1230	925	1505	-27730	25500	1230	925	1505	-33415	31680
28	42.57	1265	785	1445	-24415	20760	1265	785	1445	-29735	26435	1265	785	1445	-35315	32420
32	41.00	1305	710	1415	-29710	27045	1305	710	1415	-33495	29375	1305	710	1415	-38920	35405
36	40.22	1350	740	1400	-38420	37090	1350	740	1400	-38420	37090	1350	740	1400	-43745	39680
40	40.00	1395	805	1395	-48430	52060	1395	805	1395	-48430	52060	1395	805	1395	-49530	52060
Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g]														
		30 psf					35 psf					40 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
8	104.00	1260	3055	3290	-24050	35760	1380	3345	3610	-28330	41485	1500	3640	3925	-32605	47215
12	72.67	1280	2060	2405	-28265	35290	1400	2255	2635	-33010	41185	1520	2450	2865	-37755	47085
16	58.00	1300	1550	2000	-34025	38590	1420	1695	2190	-39575	45140	1540	1840	2375	-45125	51690
20	50.00	1285	1225	1780	-37390	38560	1400	1340	1940	-43210	45135	1510	1450	2105	-49035	51705
24	45.33	1260	995	1635	-39150	37865	1360	1085	1775	-45010	44045	1465	1175	1920	-50870	50225
28	42.57	1265	825	1495	-40905	38410	1325	900	1620	-46500	44395	1420	970	1740	-52095	50385
32	41.00	1305	710	1450	-44425	41430	1345	765	1560	-50115	47455	1435	825	1675	-55805	53480
36	40.22	1350	740	1430	-49315	45765	1380	740	1535	-54880	52075	1470	740	1645	-60515	58535
40	40.00	1395	805	1430	-55265	52060	1430	805	1530	-61000	58540	1515	805	1635	-66735	65205

Table E-7 - 80 ft Span, Variable Snow Load.

15 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

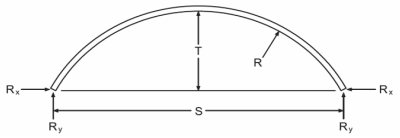
Wind Load

K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 50 psf					60 psf					70 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
8	104.00	1745	4230	4555	-41160	58675	1985	4815	5190	-49715	70135	2225	5400	5820	-58270	81595
12	72.67	1760	2845	3320	-47245	58880	2000	3240	3780	-56735	70670	2240	3630	4240	-66225	82465
16	58.00	1785	2135	2750	-56225	64795	2025	2430	3125	-67325	77895	2265	2720	3500	-78425	90995
20	50.00	1740	1680	2430	-60680	64855	1965	1905	2755	-72440	78000	2190	2135	3080	-84230	91145
24	45.33	1670	1355	2210	-62590	62825	1875	1535	2495	-74305	75475	2080	1715	2785	-86025	88125
28	42.57	1605	1115	1985	-63375	62360	1790	1260	2230	-74860	74335	1970	1405	2475	-86345	86375
32	41.00	1610	950	1900	-67180	65550	1790	1070	2125	-78560	78010	1970	1190	2355	-89935	90475
36	40.22	1645	820	1855	-72165	71445	1820	920	2070	-83810	84360	1990	1025	2285	-95460	97275
40	40.00	1690	805	1840	-78205	78530	1860	805	2045	-90090	91855	2035	890	2255	-102050	105175
Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 80 psf					90 psf					100 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
8	104.00	2465	5990	6455	-66825	93055	2705	6575	7085	-75380	104515	2950	7165	7720	-83935	115975
12	72.67	2485	4025	4695	-75720	94260	2725	4415	5155	-85210	106055	2965	4810	5615	-94700	117850
16	58.00	2505	3015	3880	-89530	104100	2750	3305	4255	-100630	117200	2990	3600	4630	-111730	130305
20	50.00	2420	2360	3405	-96020	104295	2645	2585	3730	-107810	117440	2870	2815	4055	-119600	130590
24	45.33	2285	1895	3075	-97745	100775	2490	2075	3360	-109465	113425	2695	2255	3650	-121185	126080
28	42.57	2155	1550	2720	-97835	98590	2340	1695	2965	-109320	110805	2525	1840	3210	-120805	123025
32	41.00	2145	1310	2580	-101515	102935	2325	1435	2805	-113155	115400	2500	1555	3030	-124795	127865
36	40.22	2165	1130	2500	-107110	110190	2340	1230	2715	-118760	123100	2515	1335	2930	-130410	136015
40	40.00	2210	980	2465	-114015	118735	2380	1070	2675	-125980	132480	2555	1160	2885	-137940	146225

Table E-8 - 90 ft Span, Variable Snow Load.

15 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to $C_D = 1.0$.
Use ASD design procedure only.

Snow Load

$C_e = 0.9$
$C_t = 1.2$
$I_s = 1.10$

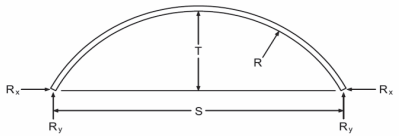
Wind Load

$K_{zt} = 1.0$
$K_d = 0.85$

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g]														
		15 psf					20 psf					25 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
8	130.56	1275	3475	3690	-14125	23650	1275	3475	3690	-19480	30920	1280	3490	3710	-24880	38190
12	90.38	1290	2345	2660	-16530	21210	1290	2345	2660	-22105	28240	1295	2355	2675	-27740	35270
16	71.28	1305	1765	2175	-20670	23180	1305	1765	2175	-27210	31095	1315	1775	2190	-33765	39010
20	60.63	1330	1415	1915	-23920	24055	1330	1415	1915	-31130	32325	1330	1420	1920	-38340	40590
24	54.19	1360	1175	1765	-26310	23990	1360	1175	1765	-33500	32080	1360	1175	1770	-40900	40180
28	50.16	1390	1000	1675	-28520	24725	1390	1000	1675	-35710	32195	1390	1000	1675	-42895	40010
32	47.64	1430	870	1620	-31410	26545	1430	870	1620	-38155	33685	1430	870	1620	-45180	41215
36	46.13	1470	795	1590	-37635	35205	1470	795	1590	-42435	37115	1470	795	1590	-49300	44735
40	45.31	1515	825	1575	-47345	46650	1515	825	1575	-47615	46650	1515	825	1575	-54640	49395
42	45.11	1535	870	1570	-52685	55450	1535	870	1570	-52685	55450	1535	870	1570	-57760	55450
45	45.00	1570	900	1570	-61315	67755	1570	900	1570	-61315	67755	1570	900	1570	-62710	67755
Rise [T] (ft)	**Radius [R] (ft)**	**Ground Snow Load [p_g]**														
		30 psf					**35 psf**					**40 psf**				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
8	130.56	1415	3865	4105	-30280	45455	1550	4235	4495	-35680	52725	1685	4610	4890	-41080	59995
12	90.38	1430	2605	2955	-33375	42295	1565	2855	3240	-39015	49325	1700	3105	3520	-44650	56355
16	71.28	1450	1960	2420	-40405	46930	1585	2150	2645	-47045	54925	1720	2335	2875	-53680	62920
20	60.63	1460	1565	2115	-45550	48940	1595	1710	2310	-52760	57350	1730	1860	2505	-60040	65765
24	54.19	1435	1285	1945	-48325	48280	1560	1400	2120	-55750	56375	1685	1520	2300	-63180	64475
28	50.16	1410	1075	1800	-50080	47825	1520	1170	1960	-57415	55640	1635	1265	2115	-64815	63455
32	47.64	1430	915	1675	-52275	48825	1495	995	1810	-59370	56430	1595	1075	1950	-66465	64035
36	46.13	1470	795	1630	-56275	52355	1515	860	1755	-63480	59975	1615	930	1885	-70685	67600
40	45.31	1515	825	1610	-61660	57040	1550	825	1730	-68685	65140	1645	825	1850	-75875	73240
42	45.11	1535	870	1605	-64890	60450	1570	870	1725	-72020	68405	1670	870	1845	-79150	76355
45	45.00	1570	900	1605	-69970	67755	1605	900	1720	-77230	74040	1705	900	1840	-84490	82465

Table E-8 - 90 ft Span, Variable Snow Load.

15 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

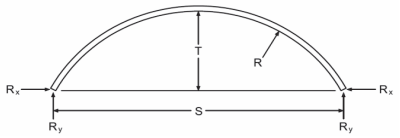
Wind Load

K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 50 psf					60 psf					70 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
8	130.56	1960	5350	5680	-51875	74530	2230	6095	6470	-62675	89070	2500	6840	7260	-73470	103605
12	90.38	1975	3605	4085	-55925	70410	2245	4100	4650	-67195	84465	2515	4600	5215	-78470	98520
16	71.28	1995	2705	3330	-66960	78915	2265	3080	3790	-80240	94910	2535	3450	4245	-93520	110900
20	60.63	1995	2155	2895	-74665	82590	2260	2445	3290	-89290	99415	2525	2740	3680	-103910	116245
24	54.19	1930	1755	2650	-78030	80775	2175	1990	3005	-92880	97230	2425	2225	3360	-107830	113685
28	50.16	1860	1460	2430	-79615	79090	2085	1650	2745	-94420	94720	2310	1845	3055	-109225	110350
32	47.64	1805	1230	2220	-80685	79245	2010	1390	2495	-95250	94455	2215	1550	2765	-109815	109670
36	46.13	1815	1065	2140	-85090	82860	2015	1205	2390	-99500	98625	2215	1340	2645	-113905	114385
40	45.31	1845	935	2090	-90575	89445	2040	1055	2335	-105270	105650	2235	1170	2575	-119970	121855
42	45.11	1865	875	2080	-93885	93055	2060	990	2320	-108790	109780	2255	1100	2555	-123690	126500
45	45.00	1900	900	2070	-99015	99325	2095	900	2300	-114060	116180	2290	1000	2535	-129205	133035
Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 80 psf					90 psf					100 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
8	130.56	2770	7585	8050	-84270	118145	3040	8330	8840	-95070	132680	3315	9070	9630	-105865	147220
12	90.38	2785	5100	5780	-89745	112580	3055	5600	6345	-101015	126635	3330	6095	6910	-112290	140690
16	71.28	2805	3825	4700	-106795	126895	3080	4195	5160	-120075	142890	3350	4570	5615	-133355	158880
20	60.63	2790	3035	4070	-118535	133070	3060	3330	4465	-133160	149895	3325	3620	4855	-147785	166720
24	54.19	2670	2465	3715	-122850	130145	2920	2700	4065	-137870	146600	3165	2935	4420	-152895	163055
28	50.16	2540	2035	3370	-124025	126005	2765	2230	3685	-138830	141845	2990	2420	3995	-153630	157685
32	47.64	2420	1710	3040	-124380	124880	2630	1870	3310	-138940	140135	2835	2030	3585	-153505	155590
36	46.13	2415	1475	2900	-128575	130150	2615	1610	3155	-143315	145910	2815	1750	3410	-158060	161675
40	45.31	2430	1290	2815	-134670	138060	2630	1405	3060	-149370	154265	2825	1525	3305	-164065	170470
42	45.11	2450	1210	2795	-138595	143225	2645	1320	3035	-153495	159950	2845	1430	3280	-168400	176675
45	45.00	2485	1100	2770	-144350	150195	2680	1200	3005	-159495	167580	2875	1305	3245	-174645	184970

Table E-9 - 100 ft Span, Variable Snow Load.

15 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

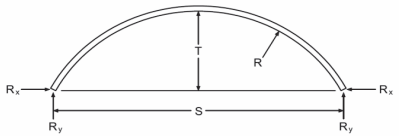
Wind Load

K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 15 psf					20 psf					25 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
10	130.00	1420	3460	3725	-18985	27655	1420	3460	3725	-25805	36485	1425	3475	3740	-32625	45310
14	96.29	1435	2490	2855	-21500	26240	1435	2490	2855	-28610	35085	1440	2500	2865	-35790	43925
18	78.44	1455	1940	2400	-25940	28510	1455	1940	2400	-34085	38315	1465	1950	2415	-42255	48115
22	67.82	1475	1585	2140	-29505	29550	1475	1585	2140	-38395	39725	1475	1595	2145	-47285	49920
26	61.08	1505	1340	1980	-32165	29575	1505	1340	1980	-41085	39570	1505	1340	1985	-50255	49560
30	56.67	1535	1155	1880	-34595	30005	1535	1155	1880	-43490	39605	1535	1155	1880	-52390	49245
34	53.76	1575	1015	1820	-37450	31610	1575	1015	1820	-45935	40790	1575	1015	1820	-54730	50100
38	51.89	1610	895	1780	-41610	39160	1610	895	1780	-49980	43880	1610	895	1780	-58425	53035
42	50.76	1655	890	1755	-51695	50665	1655	890	1755	-55110	50665	1655	890	1755	-63665	57400
46	50.17	1700	920	1745	-63045	64980	1700	920	1745	-63045	64980	1700	920	1745	-70165	64980
50	50.00	1745	995	1745	-75720	85750	1745	995	1745	-75720	85750	1745	995	1745	-77440	85750
Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 30 psf					35 psf					40 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
10	130.00	1575	3845	4140	-39440	54140	1725	4215	4535	-46260	62965	1875	4585	4935	-53080	71790
14	96.29	1590	2765	3170	-42970	52770	1745	3030	3470	-50150	61610	1895	3290	3775	-57330	70455
18	78.44	1615	2155	2665	-50530	57920	1765	2360	2920	-58800	67795	1915	2565	3170	-67070	77695
22	67.82	1625	1760	2365	-56175	60290	1775	1925	2585	-65065	70660	1920	2090	2805	-74080	81030
26	61.08	1600	1465	2185	-59420	59550	1740	1605	2385	-68585	69655	1880	1740	2585	-77755	79860
30	56.67	1570	1245	2040	-61385	58880	1700	1360	2220	-70560	68520	1830	1470	2400	-79730	78155
34	53.76	1575	1070	1905	-63530	59405	1665	1165	2060	-72325	68715	1785	1260	2220	-81120	78020
38	51.89	1610	940	1830	-67275	62195	1670	1020	1975	-76125	71645	1780	1100	2120	-84975	81245
42	50.76	1655	890	1795	-72215	67060	1695	900	1935	-80995	76720	1805	975	2070	-89955	86380
46	50.17	1700	920	1785	-78930	73310	1740	920	1915	-87700	83000	1845	920	2050	-96470	93060
50	50.00	1745	995	1785	-86410	85750	1785	995	1915	-95375	91360	1895	995	2040	-104340	101760

Table E-9 - 100 ft Span, Variable Snow Load.

15 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

Wind Load

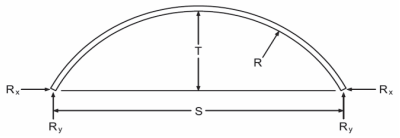
K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 50 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	60 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	70 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
10	130.00	2180	5325	5730	-66715	89445	2480	6060	6525	-80355	107100	2780	6800	7320	-93990	124755
14	96.29	2195	3820	4380	-71690	88140	2495	4350	4985	-86050	105820	2795	4880	5590	-100410	123505
18	78.44	2215	2975	3675	-83615	97495	2515	3380	4175	-100155	117290	2820	3790	4680	-116700	137090
22	67.82	2220	2420	3240	-92120	101770	2515	2750	3680	-110155	122510	2810	3080	4120	-128190	143250
26	61.08	2155	2010	2985	-96085	100270	2435	2280	3385	-114465	120680	2710	2550	3785	-133020	141090
30	56.67	2085	1695	2760	-98075	97815	2345	1920	3120	-116420	117540	2600	2145	3480	-134765	137265
34	53.76	2020	1450	2540	-99100	97025	2255	1640	2855	-117180	116190	2490	1825	3175	-135260	135355
38	51.89	2010	1265	2415	-102670	100445	2235	1425	2705	-120370	119640	2460	1590	2995	-138485	138840
42	50.76	2025	1115	2345	-107880	105700	2245	1255	2620	-125805	125020	2465	1400	2900	-143725	144340
46	50.17	2065	995	2315	-114730	113520	2280	1120	2580	-133060	133975	2500	1245	2845	-151395	154435
50	50.00	2110	995	2300	-122270	122565	2325	1000	2555	-140855	143370	2545	1110	2815	-159555	164175

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 80 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	90 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	100 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
10	130.00	3080	7540	8120	-107630	142410	3385	8280	8915	-121265	160060	3685	9020	9710	-134905	177715
14	96.29	3100	5405	6195	-114770	141190	3400	5935	6800	-129130	158875	3700	6465	7405	-143490	176560
18	78.44	3120	4200	5185	-133240	156890	3420	4610	5690	-149785	176690	3725	5020	6190	-166330	196490
22	67.82	3105	3410	4560	-146225	163990	3405	3740	4995	-164265	184730	3700	4070	5435	-182300	205470
26	61.08	2990	2820	4180	-151575	161505	3270	3090	4580	-170125	181915	3545	3360	4980	-188680	202325
30	56.67	2855	2370	3840	-153110	156990	3115	2595	4200	-171455	176715	3370	2820	4560	-189800	196440
34	53.76	2725	2015	3490	-153340	154520	2965	2205	3810	-171420	173685	3200	2390	4125	-189500	192850
38	51.89	2685	1750	3290	-156620	158035	2910	1910	3580	-174755	177235	3135	2075	3870	-192890	196430
42	50.76	2685	1540	3175	-161650	163660	2905	1680	3450	-179740	182980	3125	1825	3725	-198055	202600
46	50.17	2715	1370	3110	-169730	174890	2935	1495	3380	-188065	195345	3150	1620	3650	-206395	215805
50	50.00	2760	1225	3080	-178255	185350	2975	1335	3340	-196960	206810	3195	1450	3605	-215660	228270

Table E-10 - 110 ft Span, Variable Snow Load.

20 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

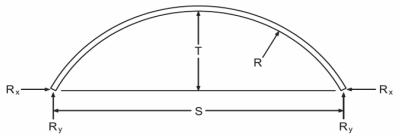
Wind Load

K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 15 psf					20 psf					25 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
10	156.25	1780	4785	5090	-22260	34170	1780	4785	5090	-30435	44870	1810	4855	5165	-38670	55570
14	115.04	1800	3445	3865	-25100	31290	1800	3445	3865	-33425	41760	1830	3495	3925	-41860	52230
18	93.03	1825	2690	3225	-29955	33045	1825	2690	3225	-39335	44390	1855	2730	3275	-48715	55745
22	79.75	1855	2205	2850	-34785	34785	1855	2205	2850	-45185	46890	1885	2240	2895	-55585	59210
26	71.17	1890	1865	2615	-38895	35440	1890	1865	2615	-49485	47395	1890	1885	2645	-60420	59795
30	65.42	1930	1615	2465	-42450	36115	1930	1615	2465	-53220	47655	1930	1620	2500	-63990	59405
34	61.49	1970	1420	2370	-46470	37835	1970	1420	2370	-56770	48870	1970	1420	2370	-67520	59965
38	58.80	2020	1265	2310	-51070	40980	2020	1265	2310	-61160	51490	2020	1265	2310	-71250	62250
42	57.01	2070	1175	2275	-57700	46955	2070	1175	2275	-67435	56210	2070	1175	2275	-77645	67315
46	55.88	2130	1215	2260	-70485	59420	2130	1215	2260	-74745	62605	2130	1215	2260	-85085	73390
50	55.25	2185	1260	2250	-84795	74595	2185	1260	2250	-84795	74595	2185	1260	2250	-94060	81705
55	55.00	2265	1360	2260	-104925	102015	2265	1360	2260	-104925	102015	2265	1360	2260	-107170	102015
Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 30 psf					35 psf					40 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
10	156.25	1975	5305	5645	-46900	66275	2140	5750	6120	-55135	76975	2305	6200	6595	-63365	87675
14	115.04	1995	3815	4285	-50320	62700	2160	4140	4640	-58780	73165	2325	4460	5000	-67235	83635
18	93.03	2020	2980	3570	-58180	67255	2185	3230	3865	-67705	78770	2350	3475	4165	-77235	90280
22	79.75	2050	2440	3155	-65980	71530	2220	2645	3415	-76380	83850	2385	2845	3670	-86865	96175
26	71.17	2050	2055	2875	-71370	72190	2210	2220	3105	-82325	84590	2370	2390	3335	-93280	96985
30	65.42	2035	1760	2710	-74850	71470	2185	1900	2925	-85970	83535	2330	2040	3135	-97095	95600
34	61.49	2020	1525	2560	-78275	71620	2155	1645	2755	-89025	83280	2295	1765	2945	-99780	94935
38	58.80	2020	1340	2420	-81785	73530	2135	1440	2590	-92400	84805	2265	1540	2765	-103020	96085
42	57.01	2070	1190	2360	-87855	78420	2160	1280	2520	-98230	89525	2285	1370	2680	-108950	100630
46	55.88	2130	1215	2330	-95430	84425	2205	1215	2480	-105770	96085	2325	1225	2635	-116110	107740
50	55.25	2185	1260	2325	-104630	93300	2260	1260	2470	-115200	104895	2380	1260	2615	-125770	116495
55	55.00	2265	1360	2335	-117730	105390	2340	1360	2475	-128580	117975	2460	1360	2615	-139430	130555

Table E-10 - 110 ft Span, Variable Snow Load.

20 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to $C_D = 1.0$.
Use ASD design procedure only.

Snow Load

$C_e = 0.9$
$C_t = 1.2$
$I_s = 1.10$

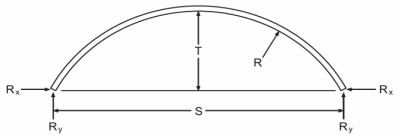
Wind Load

$K_{zt} = 1.0$
$K_d = 0.85$

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 50 psf					60 psf					70 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
10	156.25	2635	7095	7545	-79830	109080	2970	7990	8500	-96295	130485	3300	8885	9450	-112760	151885
14	115.04	2655	5100	5720	-84155	104575	2990	5740	6435	-101070	125510	3320	6380	7155	-117990	146450
18	93.03	2685	3975	4755	-96295	113300	3015	4470	5350	-115355	136320	3345	4965	5940	-134415	159340
22	79.75	2715	3250	4190	-107980	120815	3045	3655	4705	-129100	145455	3380	4055	5220	-150215	170100
26	71.17	2685	2725	3790	-115185	121780	3005	3060	4250	-137205	146575	3325	3395	4710	-159410	171370
30	65.42	2630	2320	3560	-119335	119735	2930	2600	3990	-141575	143870	3230	2880	4415	-163820	168000
34	61.49	2575	2000	3330	-121865	118250	2850	2240	3715	-144015	141565	3130	2475	4100	-166170	164880
38	58.80	2520	1745	3105	-124255	118640	2775	1945	3450	-145535	141190	3035	2150	3790	-167350	163745
42	57.01	2530	1545	3000	-130390	123515	2780	1725	3320	-151830	146775	3025	1900	3640	-173275	170035
46	55.88	2565	1380	2935	-137545	131050	2810	1540	3240	-159220	154360	3050	1695	3545	-180895	177670
50	55.25	2620	1260	2910	-146910	140335	2860	1385	3205	-168740	164880	3095	1525	3495	-190850	189430
55	55.00	2695	1360	2900	-161130	155725	2935	1360	3180	-182830	180890	3170	1360	3465	-204655	206060
Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 80 psf					90 psf					100 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
10	156.25	3630	9780	10405	-129225	173290	3965	10675	11355	-145690	194695	4295	11575	12305	-162160	216095
14	115.04	3650	7020	7870	-134905	167385	3985	7660	8590	-151820	188325	4315	8300	9310	-168740	209260
18	93.03	3675	5460	6535	-153475	182365	4010	5960	7125	-172530	205385	4340	6455	7720	-191590	228405
22	79.75	3710	4460	5740	-171330	194740	4040	4865	6255	-192445	219380	4370	5265	6775	-213565	244025
26	71.17	3640	3725	5170	-181615	196165	3960	4060	5630	-203820	221100	4280	4395	6090	-226025	246105
30	65.42	3525	3160	4840	-186060	192135	3825	3440	5265	-208300	216265	4125	3720	5690	-230735	240595
34	61.49	3405	2710	4490	-188320	188200	3680	2950	4875	-210475	211515	3960	3185	5260	-232625	235160
38	58.80	3290	2350	4135	-189160	186770	3545	2555	4475	-210975	209880	3800	2755	4820	-232790	232985
42	57.01	3275	2080	3960	-194715	193300	3520	2255	4280	-216590	216560	3770	2435	4600	-238560	239820
46	55.88	3295	1855	3850	-202570	200980	3535	2010	4150	-224245	224295	3775	2165	4455	-245925	247605
50	55.25	3335	1665	3790	-212955	213980	3575	1805	4085	-235065	238525	3815	1945	4375	-257170	263075
55	55.00	3410	1465	3745	-227285	231225	3650	1590	4035	-249920	256395	3885	1710	4320	-272555	281640

Table E-11 - 120 ft Span, Variable Snow Load.

20 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

Wind Load

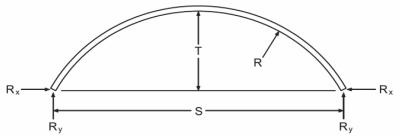
K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 15 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	20 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	25 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	156.00	1950	4765	5130	-28090	39060	1950	4765	5130	-37985	51670	1975	4840	5205	-47910	64285
16	120.50	1965	3595	4075	-30650	36445	1965	3595	4075	-40615	48840	2000	3650	4135	-50705	61235
20	100.00	1990	2885	3475	-36370	39310	1990	2885	3475	-47665	52910	2025	2930	3530	-58955	66515
24	87.00	2020	2405	3105	-41550	41220	2020	2405	3105	-53940	55620	2060	2445	3160	-66325	70270
28	78.29	2055	2060	2870	-46040	42005	2055	2060	2870	-58655	56360	2065	2085	2900	-71670	71105
32	72.25	2095	1800	2715	-49910	42685	2095	1800	2715	-62720	56370	2095	1810	2750	-75530	70730
36	68.00	2140	1600	2610	-54100	44340	2140	1600	2610	-66575	57375	2140	1600	2615	-79400	71175
40	65.00	2185	1430	2540	-58970	47345	2185	1430	2540	-71050	59875	2185	1430	2540	-83350	73235
44	62.91	2235	1290	2495	-64855	51715	2235	1290	2495	-76915	64350	2235	1290	2495	-88970	77245
48	61.50	2290	1295	2470	-76085	64290	2290	1295	2470	-84435	70365	2290	1295	2470	-96655	83200
52	60.62	2345	1340	2460	-90775	79500	2345	1340	2460	-93105	79500	2345	1340	2460	-105510	91275
56	60.14	2405	1425	2455	-107025	101435	2405	1425	2455	-107025	101435	2405	1425	2455	-115885	101435
60	60.00	2470	1475	2465	-124890	124010	2470	1475	2465	-124890	124010	2470	1475	2465	-127560	124010

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 30 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	35 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	40 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	156.00	2160	5285	5685	-57840	76895	2340	5730	6165	-67765	89505	2520	6175	6645	-77690	102120
16	120.50	2180	3980	4515	-60830	73630	2360	4315	4890	-70960	86025	2540	4650	5270	-81085	98420
20	100.00	2205	3195	3850	-70350	80265	2385	3460	4170	-81825	94055	2570	3725	4490	-93300	107850
24	87.00	2240	2665	3440	-78715	84920	2420	2885	3725	-91105	99570	2600	3105	4005	-103610	114220
28	78.29	2240	2275	3150	-84690	85845	2415	2460	3400	-97705	100585	2585	2645	3655	-110725	115325
32	72.25	2220	1965	2985	-88595	85090	2385	2125	3220	-101825	99450	2550	2280	3455	-115060	113810
36	68.00	2205	1725	2835	-92230	85035	2360	1860	3050	-105055	98900	2515	1995	3265	-118090	112760
40	65.00	2195	1525	2690	-96070	86595	2335	1640	2885	-108795	99955	2480	1755	3080	-121515	113310
44	62.91	2235	1360	2595	-101030	90140	2340	1465	2770	-113695	103290	2480	1565	2950	-126370	116930
48	61.50	2290	1295	2555	-108870	96735	2380	1320	2725	-121090	110265	2510	1410	2895	-133585	123800
52	60.62	2345	1340	2535	-117920	104495	2425	1340	2700	-130330	117840	2560	1340	2860	-142735	132000
56	60.14	2405	1425	2535	-128565	114810	2485	1425	2695	-141250	128935	2615	1425	2855	-153930	143065
60	60.00	2470	1475	2545	-140135	125380	2550	1475	2700	-153045	140355	2680	1475	2855	-165960	155325

Table E-11 - 120 ft Span, Variable Snow Load.

20 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

Wind Load

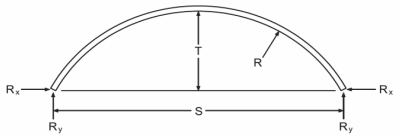
K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 50 psf					60 psf					70 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	156.00	2880	7065	7600	-97540	127340	3245	7955	8560	-117395	152565	3605	8845	9520	-137245	177785
16	120.50	2905	5315	6025	-101340	123215	3265	5985	6780	-121595	148005	3625	6650	7535	-141850	172795
20	100.00	2930	4255	5125	-116250	135430	3290	4790	5765	-139195	163015	3655	5320	6400	-162145	190595
24	87.00	2960	3545	4570	-128770	143515	3325	3985	5135	-153925	172815	3685	4425	5700	-179085	202115
28	78.29	2935	3015	4160	-136755	144805	3285	3385	4665	-163020	174285	3635	3755	5165	-189415	203950
32	72.25	2880	2595	3930	-141520	142530	3210	2910	4400	-167985	171250	3540	3225	4870	-194450	200420
36	68.00	2820	2260	3695	-144530	140485	3130	2530	4130	-170975	168520	3440	2800	4560	-197415	196895
40	65.00	2770	1990	3470	-146960	140480	3055	2225	3860	-172970	168155	3345	2455	4250	-199135	195830
44	62.91	2750	1770	3310	-151715	144200	3025	1975	3665	-177065	171475	3295	2180	4020	-202415	198745
48	61.50	2780	1595	3235	-159220	150865	3045	1775	3570	-184855	177930	3310	1955	3910	-210490	205360
52	60.62	2820	1440	3185	-167950	160330	3085	1605	3515	-193940	188655	3345	1770	3840	-219925	216985
56	60.14	2875	1425	3170	-179295	171315	3140	1460	3485	-205050	200485	3400	1610	3805	-231555	230190
60	60.00	2940	1475	3160	-191785	185275	3200	1475	3470	-217610	215220	3460	1475	3780	-243590	245165

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 80 psf					90 psf					100 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	156.00	3965	9735	10475	-157095	203010	4330	10625	11435	-176950	228235	4690	11515	12390	-196800	253455
16	120.50	3985	7320	8290	-162105	197585	4350	7985	9045	-182360	222375	4710	8655	9800	-202615	247165
20	100.00	4015	5855	7040	-185095	218180	4375	6385	7680	-208045	245760	4735	6915	8315	-230990	273345
24	87.00	4045	4865	6260	-204240	231410	4410	5310	6825	-229400	260710	4770	5750	7390	-254560	290010
28	78.29	3985	4125	5670	-215805	233750	4330	4495	6175	-242200	263550	4680	4870	6680	-268595	293350
32	72.25	3870	3540	5345	-220910	229605	4200	3855	5815	-247565	258790	4525	4170	6285	-274335	287975
36	68.00	3745	3070	4995	-223860	225265	4055	3340	5425	-250300	253640	4365	3610	5860	-276745	282010
40	65.00	3630	2690	4640	-225300	223500	3915	2920	5030	-251460	251175	4205	3155	5420	-277625	278845
44	62.91	3570	2380	4380	-228305	226020	3840	2585	4735	-254305	253290	4115	2790	5090	-280305	280565
48	61.50	3580	2140	4250	-236125	233350	3845	2320	4590	-261760	261340	4110	2500	4930	-287645	289335
52	60.62	3610	1930	4165	-245910	245310	3870	2095	4490	-271895	273640	4135	2260	4815	-297880	301965
56	60.14	3660	1755	4120	-258065	259900	3920	1905	4440	-284575	289605	4180	2050	4755	-311085	319315
60	60.00	3720	1600	4090	-270530	275110	3980	1735	4400	-297470	305060	4240	1865	4715	-324410	335100

Table E-12 - 130 ft Span, Variable Snow Load.

20 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

Wind Load

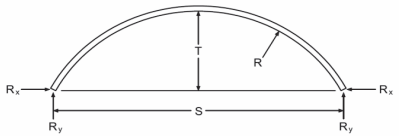
K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 15 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	20 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	25 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	182.04	2105	5595	5960	-32720	46115	2105	5595	5960	-44350	60940	2140	5675	6045	-55975	75770
16	140.03	2125	4215	4695	-35475	43290	2125	4215	4695	-47200	57885	2155	4280	4770	-59050	72480
20	115.63	2145	3380	3975	-40390	44680	2145	3380	3975	-53085	60050	2180	3435	4040	-65820	75640
24	100.02	2175	2825	3530	-46195	47230	2175	2825	3530	-60190	63905	2210	2870	3585	-74185	80585
28	89.45	2205	2420	3235	-51460	48835	2205	2420	3235	-66285	65925	2235	2460	3280	-81265	83015
32	82.02	2245	2120	3035	-55880	49335	2245	2120	3035	-70785	66090	2245	2135	3075	-85990	82845
36	76.68	2285	1880	2900	-60015	50365	2285	1880	2900	-75080	66510	2285	1880	2935	-90150	82650
40	72.81	2330	1685	2805	-64785	52550	2330	1685	2805	-79230	67935	2330	1685	2805	-94260	83530
44	70.01	2375	1525	2745	-70145	56160	2375	1525	2745	-84290	70710	2375	1525	2745	-98550	86250
48	68.01	2425	1390	2700	-76775	62860	2425	1390	2700	-90950	75940	2425	1390	2700	-105120	91130
52	66.63	2480	1400	2675	-89320	76950	2480	1400	2675	-99125	82530	2480	1400	2675	-113465	97590
56	65.72	2540	1440	2665	-105170	93635	2540	1440	2665	-108450	93635	2540	1440	2665	-122990	106260
60	65.21	2600	1530	2660	-122570	117630	2600	1530	2660	-122570	117630	2600	1530	2660	-134090	117630

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 30 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	35 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	40 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	182.04	2335	6200	6605	-67605	90595	2530	6720	7160	-79235	105420	2725	7245	7715	-90860	120245
16	140.03	2355	4670	5205	-70900	87075	2550	5065	5640	-82745	101670	2745	5455	6075	-94595	116265
20	115.63	2380	3745	4405	-78720	91225	2575	4060	4770	-91625	106815	2770	4375	5140	-104525	122400
24	100.02	2410	3125	3910	-88185	97260	2605	3385	4230	-102330	113940	2800	3645	4550	-116550	130620
28	89.45	2430	2680	3570	-96240	100335	2625	2900	3865	-111215	117800	2820	3120	4155	-126195	135265
32	82.02	2420	2325	3340	-101405	100025	2605	2515	3610	-116820	117310	2790	2700	3875	-132230	134595
36	76.68	2400	2045	3180	-105245	99405	2575	2205	3430	-120800	116230	2750	2370	3680	-136350	133055
40	72.81	2385	1815	3030	-109295	99800	2550	1955	3260	-124325	116065	2715	2095	3490	-139360	132335
44	70.01	2375	1620	2890	-113440	101955	2530	1745	3100	-128330	117655	2680	1865	3305	-143225	133355
48	68.01	2425	1465	2805	-119290	106320	2540	1575	3000	-134100	121555	2685	1680	3190	-148990	137595
52	66.63	2480	1400	2765	-127805	113470	2575	1430	2950	-142150	129345	2720	1530	3135	-156820	145225
56	65.72	2540	1440	2745	-137535	121695	2625	1440	2925	-152080	137520	2765	1440	3100	-166620	154080
60	65.21	2600	1530	2745	-148930	132825	2685	1530	2920	-163770	149245	2825	1530	3090	-178615	165665

Table E-12 - 130 ft Span, Variable Snow Load.

20 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

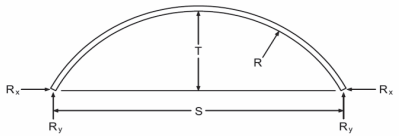
Wind Load

K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 50 psf					60 psf					70 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	182.04	3115	8290	8830	-114115	149900	3510	9335	9945	-137370	179550	3900	10385	11060	-160625	209205
16	140.03	3135	6240	6950	-118290	145455	3530	7025	7825	-141990	174645	3920	7810	8695	-165685	203835
20	115.63	3160	5000	5870	-130325	153575	3555	5625	6605	-156130	184750	3945	6250	7340	-181930	215925
24	100.02	3190	4165	5195	-144985	164030	3585	4685	5840	-173420	197675	3975	5200	6485	-201855	231325
28	89.45	3205	3560	4735	-156460	170200	3595	4000	5315	-186860	205130	3980	4440	5895	-217255	240065
32	82.02	3160	3080	4410	-163060	169160	3530	3455	4945	-193890	203730	3900	3835	5475	-225000	238300
36	76.68	3100	2695	4180	-167460	166705	3450	3020	4675	-198570	200360	3800	3345	5175	-229680	234010
40	72.81	3045	2375	3945	-170310	164865	3370	2660	4405	-201285	197400	3700	2940	4860	-232260	229935
44	70.01	2990	2115	3720	-173010	164755	3295	2360	4135	-203220	196750	3605	2610	4550	-233835	229130
48	68.01	2980	1900	3575	-178775	169670	3275	2120	3960	-208565	201745	3570	2340	4345	-238350	233820
52	66.63	3010	1725	3500	-186910	176980	3300	1920	3870	-217000	208735	3585	2120	4240	-247090	240930
56	65.72	3050	1575	3455	-196280	187200	3335	1750	3810	-226740	220315	3620	1930	4165	-257205	253435
60	65.21	3105	1530	3435	-208295	198545	3390	1605	3780	-238660	233175	3675	1765	4125	-269690	267805
Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 80 psf					90 psf					100 psf				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	182.04	4290	11430	12170	-183880	238885	4685	12475	13285	-207135	268605	5075	13520	14400	-230390	298325
16	140.03	4310	8595	9570	-189385	233020	4705	9380	10440	-213080	262210	5095	10165	11315	-236775	291400
20	115.63	4335	6875	8070	-207735	247100	4730	7500	8805	-233535	278275	5120	8125	9540	-259340	309450
24	100.02	4365	5720	7130	-230290	264970	4760	6240	7775	-258720	298615	5150	6760	8420	-287155	332260
28	89.45	4370	4880	6475	-247655	274995	4760	5320	7055	-278055	309930	5145	5760	7635	-308450	344860
32	82.02	4270	4210	6010	-256230	272865	4640	4585	6545	-287465	307435	5010	4965	7075	-318695	342005
36	76.68	4150	3670	5675	-260785	267660	4500	3995	6170	-291895	301310	4850	4320	6670	-323100	334960
40	72.81	4030	3225	5320	-263235	262470	4360	3505	5780	-294210	295405	4685	3790	6235	-325185	328480
44	70.01	3915	2855	4965	-264450	261505	4220	3100	5380	-295065	293885	4530	3350	5795	-325680	326260
48	68.01	3865	2560	4730	-268650	265895	4160	2780	5115	-299195	297975	4455	2995	5500	-329740	330050
52	66.63	3875	2315	4605	-277185	273770	4165	2515	4975	-307275	306615	4455	2710	5340	-337665	339455
56	65.72	3905	2110	4515	-287665	286555	4190	2285	4870	-318125	319670	4475	2465	5225	-348585	352790
60	65.21	3955	1930	4470	-300725	302435	4240	2090	4815	-331755	337065	4520	2255	5160	-362785	371690

Table E-13 - 140 ft Span, Variable Snow Load.

20 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

Wind Load

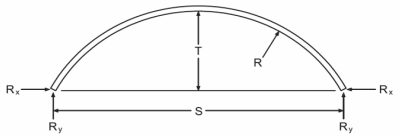
K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 15 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	20 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	25 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	210.17	2265	6485	6850	-37760	53735	2265	6485	6850	-51225	70955	2300	6580	6950	-64690	88170
16	161.13	2280	4890	5370	-40695	50675	2280	4890	5370	-54355	67645	2315	4960	5450	-68065	84615
20	132.50	2300	3920	4515	-44510	50130	2300	3920	4515	-58645	67490	2340	3980	4585	-72930	84890
24	114.08	2330	3275	3980	-50950	53535	2330	3275	3980	-66585	72255	2370	3325	4045	-82225	90980
28	101.50	2360	2810	3625	-56845	55765	2360	2810	3625	-73730	75365	2400	2855	3685	-90620	95275
32	92.56	2390	2455	3380	-62045	56705	2390	2455	3380	-79270	76470	2410	2490	3415	-96920	96460
36	86.06	2430	2180	3210	-66660	57440	2430	2180	3210	-84070	76715	2430	2195	3255	-101550	96245
40	81.25	2470	1960	3090	-71175	58845	2470	1960	3090	-88580	77490	2470	1960	3120	-106085	96300
44	77.68	2515	1775	3005	-76460	61475	2515	1775	3005	-93010	79410	2515	1775	3005	-110425	97340
48	75.04	2565	1620	2945	-82310	65745	2565	1620	2945	-98685	82700	2565	1620	2945	-115060	100345
52	73.12	2615	1485	2905	-89705	75340	2615	1485	2905	-106160	88500	2615	1485	2905	-122615	106175
56	71.75	2670	1500	2880	-103615	90885	2670	1500	2880	-114990	95665	2670	1500	2880	-131625	113130
60	70.83	2730	1540	2870	-120620	109070	2730	1540	2870	-124970	109070	2730	1540	2870	-141815	122395

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 30 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	35 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	40 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	210.17	2510	7185	7590	-78155	105385	2720	7795	8235	-91620	122605	2930	8400	8875	-105085	139820
16	161.13	2525	5415	5950	-81770	101585	2740	5870	6450	-95480	118550	2950	6325	6950	-109185	135520
20	132.50	2550	4345	5005	-87290	102290	2760	4710	5425	-101650	119690	2970	5070	5840	-116015	137090
24	114.08	2580	3625	4410	-97980	109755	2790	3930	4775	-113870	128715	3000	4230	5140	-129760	147680
28	101.50	2610	3110	4015	-107505	115190	2820	3365	4345	-124390	135105	3035	3625	4675	-141470	155015
32	92.56	2615	2710	3715	-114570	116455	2820	2930	4015	-132215	136450	3025	3155	4310	-149865	156440
36	86.06	2600	2390	3540	-119540	115775	2795	2580	3820	-137535	135300	2990	2775	4100	-155530	155050
40	81.25	2580	2125	3380	-123585	115105	2765	2295	3645	-141395	134255	2950	2460	3905	-159455	153735
44	77.68	2565	1905	3230	-127840	115745	2740	2050	3475	-145255	134610	2915	2200	3715	-162665	153475
48	75.04	2565	1720	3095	-132265	118580	2720	1850	3315	-149500	136810	2885	1980	3535	-166735	155045
52	73.12	2615	1565	3020	-139070	123850	2735	1680	3225	-156190	141525	2895	1800	3430	-173480	159955
56	71.75	2670	1500	2980	-148255	131540	2775	1540	3175	-164890	149955	2930	1645	3375	-181915	168365
60	70.83	2730	1540	2960	-158665	140215	2820	1540	3150	-175515	158725	2975	1540	3340	-192360	177870

Table E-13 - 140 ft Span, Variable Snow Load.

20 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

Wind Load

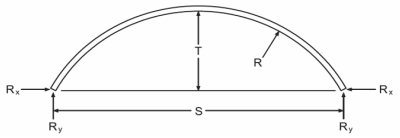
K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 50 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	60 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	70 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	210.17	3355	9615	10155	-132015	174260	3775	10830	11440	-158945	208805	4195	12045	12720	-185880	243350
16	161.13	3370	7240	7950	-136600	169460	3795	8150	8950	-164015	203400	4215	9060	9950	-191425	237335
20	132.50	3395	5800	6675	-144735	171890	3815	6525	7510	-173460	206690	4240	7255	8345	-202185	241490
24	114.08	3420	4835	5870	-161540	185605	3845	5435	6600	-193320	223535	4265	6040	7330	-225100	261460
28	101.50	3455	4140	5335	-175765	194840	3875	4655	5990	-210060	234665	4300	5165	6650	-244355	274495
32	92.56	3435	3595	4905	-185165	196565	3845	4040	5505	-220955	237110	4255	4485	6100	-256755	277655
36	86.06	3380	3160	4665	-191515	195040	3770	3545	5225	-227500	235030	4160	3930	5790	-263485	275020
40	81.25	3320	2795	4430	-195575	192685	3690	3135	4955	-231700	231640	4065	3470	5480	-267820	270590
44	77.68	3265	2495	4200	-198225	191200	3615	2790	4680	-234095	228930	3960	3085	5165	-269960	266655
48	75.04	3210	2240	3975	-201205	191510	3540	2500	4415	-235925	227975	3870	2760	4855	-271340	265045
52	73.12	3210	2035	3845	-208060	197225	3530	2265	4260	-242645	234495	3845	2500	4670	-277225	271765
56	71.75	3240	1860	3770	-216815	205185	3550	2070	4165	-251720	242010	3865	2280	4565	-286620	279340
60	70.83	3280	1705	3725	-226825	216155	3590	1900	4105	-262120	254440	3895	2090	4485	-297410	292725

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 80 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	90 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	100 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	210.17	4620	13260	14000	-212810	277895	5040	14470	15285	-239740	312445	5460	15685	16565	-266670	346990
16	161.13	4635	9970	10950	-218840	271275	5060	10885	11950	-246255	305215	5480	11795	12950	-273670	339150
20	132.50	4660	7980	9185	-230905	276290	5080	8705	10020	-259630	311090	5505	9435	10855	-288355	345890
24	114.08	4690	6645	8060	-256875	299385	5110	7245	8795	-288655	337315	5530	7850	9525	-320435	375240
28	101.50	4720	5680	7310	-278655	314320	5140	6195	7965	-312950	354145	5565	6710	8625	-347245	393970
32	92.56	4665	4925	6695	-292555	318205	5075	5370	7295	-328350	358750	5485	5815	7890	-364150	399295
36	86.06	4555	4310	6350	-299805	315005	4945	4695	6915	-336240	354995	5335	5080	7475	-372670	394985
40	81.25	4435	3805	6005	-303940	309545	4805	4140	6530	-340060	348495	5175	4480	7055	-376185	387450
44	77.68	4310	3380	5650	-305825	304385	4660	3675	6130	-341690	342110	5010	3970	6615	-377555	379835
48	75.04	4195	3025	5290	-306755	302495	4525	3285	5730	-342170	339945	4850	3545	6170	-377590	377395
52	73.12	4165	2735	5085	-312285	309035	4480	2970	5500	-347745	346305	4795	3205	5910	-383205	383575
56	71.75	4175	2495	4960	-321525	317420	4485	2705	5355	-356430	355505	4795	2920	5750	-391685	393590
60	70.83	4205	2285	4870	-332705	331010	4510	2480	5250	-367995	369295	4815	2670	5635	-403290	407580

Table E-14 - 150 ft Span, Variable Snow Load.

20 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

Wind Load

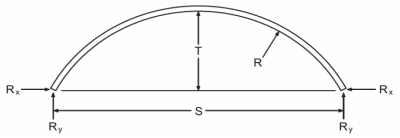
K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 15 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	20 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	25 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
14	207.89	2430	6400	6820	-44955	60090	2430	6400	6820	-60540	79730	2465	6490	6925	-76125	99370
18	165.25	2450	4995	5535	-47610	57265	2450	4995	5535	-63335	76670	2485	5070	5620	-79140	96075
22	138.84	2470	4095	4750	-52335	57920	2470	4095	4750	-68820	78050	2510	4155	4825	-85470	98280
26	121.17	2495	3470	4235	-59105	61480	2495	3470	4235	-77175	83065	2540	3525	4305	-95240	104650
30	108.75	2525	3010	3885	-65375	63880	2525	3010	3885	-84770	86375	2570	3060	3950	-104165	109225
34	99.72	2560	2655	3640	-70940	64880	2560	2655	3640	-90730	87660	2580	2690	3680	-110955	110580
38	93.01	2600	2375	3460	-75880	65545	2600	2375	3460	-95825	87905	2600	2390	3510	-115975	110275
42	87.96	2640	2145	3335	-80590	67020	2640	2145	3335	-100670	88535	2640	2145	3370	-120750	110045
46	84.14	2685	1950	3240	-86120	69700	2685	1950	3240	-105410	90155	2685	1950	3240	-125435	111020
50	81.25	2730	1790	3175	-92270	73745	2730	1790	3175	-111155	93320	2730	1790	3175	-130410	114175
54	79.08	2780	1645	3130	-99320	81470	2780	1645	3130	-118120	98695	2780	1645	3130	-136920	118620
58	77.49	2835	1585	3100	-110450	97280	2835	1585	3100	-127260	105435	2835	1585	3100	-146285	126205
60	76.88	2860	1605	3090	-118970	106105	2860	1605	3090	-132025	109775	2860	1605	3090	-151125	129820

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 30 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	35 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	40 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
14	207.89	2695	7090	7560	-91710	119010	2920	7690	8200	-107295	138655	3145	8285	8835	-122880	158295
18	165.25	2710	5535	6130	-94945	115485	2940	6000	6645	-110755	134890	3165	6465	7160	-126560	154295
22	138.84	2735	4535	5260	-102225	118510	2960	4915	5700	-118980	138740	3190	5295	6140	-135735	158975
26	121.17	2765	3845	4695	-113430	126235	2990	4165	5080	-131790	148060	3215	4485	5470	-150150	169910
30	108.75	2800	3335	4305	-123560	132070	3025	3610	4655	-142955	154920	3250	3885	5010	-162585	177770
34	99.72	2800	2930	4000	-131180	133495	3020	3170	4320	-151410	156415	3240	3410	4645	-171635	179330
38	93.01	2785	2600	3815	-136595	132650	2995	2810	4115	-157215	155295	3205	3020	4420	-177835	178260
42	87.96	2770	2330	3655	-140830	131975	2970	2515	3940	-161490	154350	3170	2700	4225	-182220	176725
46	84.14	2755	2100	3505	-145460	132665	2945	2265	3770	-165490	154310	3135	2425	4035	-185545	175955
50	81.25	2740	1905	3365	-150300	135030	2920	2050	3610	-170190	155885	3100	2195	3850	-190080	176740
54	79.08	2780	1740	3255	-155980	138615	2920	1870	3480	-175750	159780	3090	2000	3705	-195515	180940
58	77.49	2835	1600	3210	-165315	146975	2955	1720	3425	-184465	167750	3120	1835	3645	-204440	188520
60	76.88	2860	1605	3190	-170225	150955	2970	1650	3405	-189320	172085	3140	1765	3615	-208865	193215

Table E-14 - 150 ft Span, Variable Snow Load.

20 psf Dead Load
20 psf Construction Load
120 mph Wind Zone



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Snow Load

C_e = 0.9
C_t = 1.2
I_s = 1.10

Wind Load

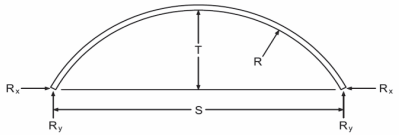
K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 50 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	60 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	70 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
14	207.89	3595	9485	10110	-154055	197575	4050	10680	11385	-185225	236855	4500	11875	12660	-216395	276225
18	165.25	3615	7395	8190	-158170	193110	4070	8325	9220	-189780	231920	4520	9255	10250	-221395	270735
22	138.84	3640	6055	7015	-169245	199435	4090	6815	7895	-202755	239895	4545	7570	8775	-236265	280355
26	121.17	3670	5120	6245	-186865	213615	4120	5760	7025	-223580	257315	4575	6400	7800	-260300	301020
30	108.75	3700	4435	5715	-201980	223465	4155	4985	6420	-241370	269160	4605	5535	7125	-280760	314860
34	99.72	3680	3890	5285	-212160	225655	4120	4370	5930	-253195	272190	4560	4850	6575	-294225	318720
38	93.01	3630	3440	5030	-219075	224195	4050	3860	5635	-260315	270125	4475	4280	6240	-301620	316060
42	87.96	3570	3070	4795	-223670	221475	3970	3440	5365	-265125	266230	4375	3810	5935	-306580	310980
46	84.14	3515	2755	4565	-226815	219245	3895	3080	5095	-268085	262530	4275	3410	5620	-309355	305820
50	81.25	3460	2485	4340	-229860	219170	3820	2780	4825	-270550	262375	4180	3070	5315	-311455	305580
54	79.08	3430	2260	4155	-235050	223265	3775	2520	4610	-274585	265590	4120	2785	5060	-314385	307915
58	77.49	3455	2075	4075	-244390	230410	3795	2315	4510	-284345	273775	4130	2550	4945	-324300	317140
60	76.88	3470	1990	4040	-248935	235480	3805	2220	4465	-289010	277745	4140	2445	4890	-329080	320595

Rise [T] (ft)	Radius [R] (ft)	Ground Snow Load [p_g] 80 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	90 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	100 psf R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
14	207.89	4955	13075	13935	-247565	315605	5405	14270	15210	-278740	354985	5855	15465	16485	-309910	394370
18	165.25	4970	10185	11280	-253005	309550	5425	11115	12310	-284615	348360	5875	12045	13340	-316230	387175
22	138.84	4995	8330	9650	-269775	320815	5450	9090	10530	-303285	361275	5900	9850	11405	-336795	401735
26	121.17	5025	7040	8575	-297015	344720	5475	7680	9350	-333730	388420	5930	8320	10130	-370450	432125
30	108.75	5055	6090	7830	-320150	360555	5510	6640	8535	-359540	406250	5960	7190	9240	-398930	451950
34	99.72	5000	5330	7215	-335255	365255	5445	5810	7860	-376285	411785	5885	6290	8505	-417315	458315
38	93.01	4895	4700	6850	-343385	361990	5315	5120	7455	-385145	407925	5740	5540	8065	-426905	453855
42	87.96	4775	4180	6505	-348030	355730	5175	4550	7080	-389485	400480	5580	4915	7650	-430940	445230
46	84.14	4655	3735	6150	-350625	349310	5035	4065	6680	-391895	393355	5415	4390	7210	-433165	437405
50	81.25	4535	3360	5800	-352365	348785	4895	3655	6290	-393270	391990	5255	3945	6775	-434175	435195
54	79.08	4460	3045	5510	-354955	350240	4805	3305	5960	-395525	392565	5145	3570	6415	-436090	434890
58	77.49	4465	2790	5375	-364250	360510	4800	3025	5810	-404695	403875	5140	3265	6245	-445620	447240
60	76.88	4470	2670	5315	-369150	364305	4805	2900	5740	-409220	408020	5140	3125	6160	-449705	451730

Table E-15 - 20 ft Span, Variable Wind Load.

10 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Wind Load

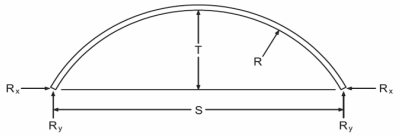
K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V] 105 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	110 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	115 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
2	26.00	245	450	510	-255	3665	245	450	510	-325	3665	245	450	510	-405	3665
3	18.17	245	350	425	-200	2025	245	350	425	-245	2025	245	350	425	-285	2025
4	14.50	250	280	370	-215	1410	250	280	370	-255	1410	250	280	370	-295	1410
5	12.50	255	230	335	-335	1210	255	230	335	-335	1210	255	230	335	-355	1210
6	11.33	260	190	315	-680	1220	260	190	315	-680	1220	260	190	315	-680	1220
7	10.64	265	165	305	-1070	1360	265	165	305	-1070	1360	265	165	305	-1070	1360
8	10.25	275	150	295	-1500	1595	275	150	295	-1500	1595	275	145	295	-1500	1595
9	10.06	280	160	290	-1985	1915	280	155	290	-1985	1915	280	150	290	-1985	1915
10	10.00	290	170	290	-2525	2310	290	165	290	-2525	2310	290	165	290	-2525	2460

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V] 120 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	130 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	140 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
2	26.00	245	450	510	-485	3665	245	450	510	-660	3665	245	450	510	-855	3665
3	18.17	245	350	425	-335	2025	245	350	425	-435	2025	245	350	425	-550	2025
4	14.50	250	280	370	-335	1410	250	280	370	-425	1410	250	280	370	-525	1410
5	12.50	255	230	335	-400	1210	255	230	335	-495	1210	255	230	335	-595	1210
6	11.33	260	190	315	-680	1220	260	190	315	-680	1220	260	190	315	-680	1220
7	10.64	265	165	305	-1070	1360	265	165	305	-1070	1360	265	165	305	-1070	1445
8	10.25	275	145	295	-1500	1595	275	140	295	-1500	1760	275	140	295	-1500	2065
9	10.06	280	150	290	-1985	1975	280	140	290	-1985	2355	280	135	290	-1985	2770
10	10.00	290	160	290	-2525	2700	290	155	290	-2525	3210	290	150	290	-2570	3765

Table E-15 - 20 ft Span, Variable Wind Load.

10 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Wind Load

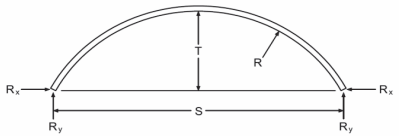
K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V] 150 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	160 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	170 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
2	26.00	245	450	510	-1060	3665	245	450	510	-1285	3665	245	450	510	-1520	3665
3	18.17	245	350	425	-670	2025	245	350	425	-800	2025	245	350	425	-940	2025
4	14.50	250	280	370	-635	1410	250	280	370	-750	1410	250	280	370	-870	1410
5	12.50	255	230	335	-705	1210	255	230	335	-820	1210	255	230	335	-945	1210
6	11.33	260	190	315	-800	1220	260	190	315	-925	1365	260	190	315	-1060	1550
7	10.64	265	165	305	-1070	1675	265	165	305	-1180	1915	265	165	305	-1350	2175
8	10.25	275	140	295	-1500	2395	275	140	295	-1650	2745	275	140	295	-1880	3120
9	10.06	280	125	290	-1985	3210	280	125	290	-2180	3685	280	125	290	-2475	4190
10	10.00	290	145	290	-2725	4355	290	135	290	-3055	4995	290	135	290	-3465	5675

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V] 180 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	190 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	200 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
2	26.00	245	450	510	-1770	3665	245	450	510	-2035	3665	245	450	510	-2315	3665
3	18.17	245	350	425	-1090	2025	245	350	425	-1245	2025	245	350	425	-1410	2025
4	14.50	250	280	370	-1000	1410	250	280	370	-1135	1410	250	280	370	-1280	1410
5	12.50	255	230	335	-1080	1340	255	230	335	-1220	1495	255	230	335	-1370	1655
6	11.33	260	190	315	-1205	1745	260	190	315	-1360	1950	260	190	315	-1520	2165
7	10.64	265	165	305	-1525	2455	265	165	305	-1715	2750	265	165	305	-1915	3060
8	10.25	275	140	295	-2125	3515	275	140	295	-2385	3935	275	145	295	-2655	4380
9	10.06	280	135	290	-2790	4725	280	150	290	-3120	5290	280	170	290	-3465	5885
10	10.00	290	155	290	-3900	6400	290	175	290	-4355	7170	290	195	290	-4840	7975

Table E-16 - 30 ft Span, Variable Wind Load.

10 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Wind Load

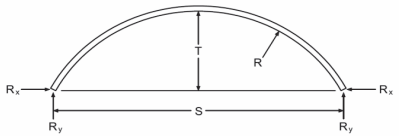
K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		105 mph					110 mph					115 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
3	39.00	365	785	865	-405	4305	365	785	865	-490	4305	365	785	865	-580	4305
4	30.13	370	625	720	-355	2765	370	625	720	-415	2765	370	625	720	-480	2765
5	25.00	370	515	630	-340	2095	370	515	630	-390	2095	370	515	630	-440	2095
6	21.75	375	435	565	-440	1830	375	435	565	-500	1830	375	435	565	-565	1830
7	19.57	380	375	525	-850	1790	380	375	525	-850	1790	380	375	525	-850	1790
8	18.06	385	330	495	-1285	1895	385	330	495	-1285	1895	385	330	495	-1285	1895
9	17.00	390	290	475	-1775	2110	390	290	475	-1775	2110	390	290	475	-1775	2110
10	16.25	395	260	460	-2305	2410	395	260	460	-2305	2410	395	260	460	-2305	2410
11	15.73	400	235	450	-2885	2785	400	235	450	-2885	2785	400	235	450	-2885	2785
12	15.38	410	225	445	-3515	3230	410	225	445	-3515	3230	410	220	445	-3515	3230
13	15.15	415	235	440	-4205	3745	415	230	440	-4205	3745	415	225	440	-4205	3745
14	15.04	425	245	435	-4955	4330	425	240	435	-4955	4330	425	235	435	-4955	4605
15	15.00	430	250	430	-5765	4975	430	250	430	-5765	5015	430	245	430	-5765	5540

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		120 mph					130 mph					140 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
3	39.00	365	785	865	-680	4305	365	785	865	-890	4305	365	785	865	-1120	4305
4	30.13	370	625	720	-545	2765	370	625	720	-695	2765	370	625	720	-850	2765
5	25.00	370	515	630	-490	2095	370	515	630	-605	2095	370	515	630	-730	2095
6	21.75	375	435	565	-635	1830	375	435	565	-785	1830	375	435	565	-945	1830
7	19.57	380	375	525	-850	1790	380	375	525	-860	1790	380	375	525	-1030	1790
8	18.06	385	330	495	-1285	1895	385	330	495	-1285	1895	385	330	495	-1285	2085
9	17.00	390	290	475	-1775	2110	390	290	475	-1775	2110	390	290	475	-1775	2395
10	16.25	395	260	460	-2305	2410	395	260	460	-2305	2540	395	260	460	-2305	2980
11	15.73	400	235	450	-2885	2785	400	235	450	-2885	3265	400	235	450	-2885	3835
12	15.38	410	215	445	-3515	3345	410	215	445	-3515	3990	410	215	445	-3515	4690
13	15.15	415	220	440	-4205	4055	415	210	440	-4205	4845	415	200	440	-4205	5695
14	15.04	425	235	435	-4955	5060	425	225	435	-4955	6020	425	215	435	-4955	7060
15	15.00	430	240	430	-5765	6085	430	230	430	-5765	7240	430	225	430	-5825	8490

Table E-16 - 30 ft Span, Variable Wind Load.

10 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

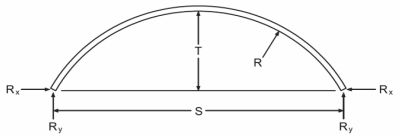
Wind Load

K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		150 mph					160 mph					170 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
3	39.00	365	785	865	-1370	4305	365	785	865	-1640	4305	365	785	865	-1925	4305
4	30.13	370	625	720	-1025	2765	370	625	720	-1210	2765	370	625	720	-1405	2765
5	25.00	370	515	630	-865	2095	370	515	630	-1010	2095	370	515	630	-1165	2095
6	21.75	375	435	565	-1115	1830	375	435	565	-1305	1830	375	435	565	-1500	2030
7	19.57	380	375	525	-1210	1910	380	375	525	-1400	2180	380	375	525	-1605	2470
8	18.06	385	330	495	-1475	2410	385	330	495	-1700	2755	385	330	495	-1945	3130
9	17.00	390	290	475	-1775	2775	390	290	475	-1895	3180	390	290	475	-2160	3615
10	16.25	395	260	460	-2305	3455	395	260	460	-2305	3965	395	260	460	-2600	4505
11	15.73	400	235	450	-2885	4450	400	235	450	-2980	5100	400	235	450	-3395	5800
12	15.38	410	215	445	-3515	5440	410	215	445	-3610	6245	410	215	445	-4105	7100
13	15.15	415	195	440	-4205	6610	415	195	440	-4380	7585	415	195	440	-4970	8630
14	15.04	425	205	435	-5120	8175	425	195	435	-5650	9375	425	180	435	-6405	10660
15	15.00	430	215	430	-6170	9835	430	200	430	-6815	11270	430	200	430	-7725	12815
Rise [T] (ft)	**Radius [R] (ft)**	**Basic Wind Speed [V]**														
		180 mph					**190 mph**					**200 mph**				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
3	39.00	365	785	865	-2235	4305	365	785	865	-2555	4305	365	785	865	-2900	4305
4	30.13	370	625	720	-1620	2765	370	625	720	-1845	2765	370	625	720	-2080	2765
5	25.00	370	515	630	-1330	2095	370	515	630	-1510	2095	370	515	630	-1695	2095
6	21.75	375	435	565	-1710	2275	375	435	565	-1935	2535	375	435	565	-2165	2805
7	19.57	380	375	525	-1825	2775	380	375	525	-2060	3095	380	375	525	-2305	3440
8	18.06	385	330	495	-2200	3520	385	330	495	-2470	3935	385	330	495	-2760	4375
9	17.00	390	290	475	-2445	4075	390	290	475	-2745	4565	390	290	475	-3065	5075
10	16.25	395	260	460	-2940	5080	395	260	460	-3295	5690	395	260	460	-3675	6330
11	15.73	400	235	450	-3830	6535	400	235	450	-4295	7320	400	235	450	-4780	8140
12	15.38	410	215	445	-4630	8005	410	215	445	-5190	8965	410	220	445	-5775	9975
13	15.15	415	195	440	-5595	9730	415	215	440	-6255	10900	415	240	440	-6960	12130
14	15.04	425	205	435	-7210	12025	425	230	435	-8055	13465	425	260	435	-8945	14985
15	15.00	430	230	430	-8685	14455	430	260	430	-9705	16190	430	290	430	-10780	18015

Table E-17 - 40 ft Span, Variable Wind Load.

10 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Wind Load

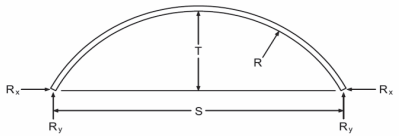
K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V] 105 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	110 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	115 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
4	52.00	485	1110	1205	-595	4665	485	1110	1205	-700	4665	485	1110	1205	-810	4665
5	42.50	490	915	1030	-560	3340	490	915	1030	-640	3340	490	915	1030	-725	3340
6	36.33	490	770	910	-545	2705	490	770	910	-615	2705	490	770	910	-685	2705
7	32.07	495	670	825	-655	2430	495	670	825	-685	2430	495	670	825	-720	2430
8	29.00	500	585	760	-1085	2375	500	585	760	-1085	2375	500	585	760	-1085	2375
9	26.72	505	525	715	-1570	2470	505	525	715	-1570	2470	505	525	715	-1570	2470
10	25.00	510	470	680	-2115	2675	510	470	680	-2115	2675	510	470	680	-2115	2675
11	23.68	515	430	655	-2695	2970	515	430	655	-2695	2970	515	430	655	-2695	2970
12	22.67	520	390	635	-3320	3345	520	390	635	-3320	3345	520	390	635	-3320	3345
13	21.88	525	360	620	-3995	3790	525	360	620	-3995	3790	525	360	620	-3995	3790
14	21.29	530	330	605	-4720	4305	530	330	605	-4720	4305	530	330	605	-4720	4305
15	20.83	535	310	595	-5500	4880	535	310	595	-5500	4880	535	310	595	-5500	4880
16	20.50	545	300	590	-6340	5520	545	295	590	-6340	5520	545	290	590	-6340	5520
17	20.26	550	305	585	-7235	6220	550	300	585	-7235	6220	550	295	585	-7235	6445
18	20.11	560	310	580	-8195	6985	560	305	580	-8195	6985	560	300	580	-8195	7525
19	20.03	565	325	575	-9215	7815	565	320	575	-9215	8220	565	315	575	-9215	9070
20	20.00	575	330	575	-10300	8705	575	325	575	-10300	9545	575	320	575	-10300	10530

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V] 120 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	130 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	140 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
4	52.00	485	1110	1205	-925	4665	485	1110	1205	-1175	4665	485	1110	1205	-1445	4665
5	42.50	490	915	1030	-815	3340	490	915	1030	-1010	3340	490	915	1030	-1220	3340
6	36.33	490	770	910	-765	2705	490	770	910	-925	2705	490	770	910	-1105	2705
7	32.07	495	670	825	-755	2430	495	670	825	-885	2430	495	670	825	-1045	2430
8	29.00	500	585	760	-1085	2375	500	585	760	-1275	2375	500	585	760	-1520	2540
9	26.72	505	525	715	-1570	2470	505	525	715	-1570	2475	505	525	715	-1655	2890
10	25.00	510	470	680	-2115	2675	510	470	680	-2115	2955	510	470	680	-2115	3455
11	23.68	515	430	655	-2695	2970	515	430	655	-2695	3345	515	430	655	-2695	3920
12	22.67	520	390	635	-3320	3345	520	390	635	-3320	3670	520	390	635	-3320	4310
13	21.88	525	360	620	-3995	3790	525	360	620	-3995	4315	525	360	620	-3995	5070
14	21.29	530	330	605	-4720	4305	530	330	605	-4720	5045	530	330	605	-4720	5925
15	20.83	535	310	595	-5500	5135	535	310	595	-5500	6130	535	310	595	-5500	7205
16	20.50	545	285	590	-6340	6045	545	285	590	-6340	7220	545	285	590	-6340	8485
17	20.26	550	285	585	-7235	7090	550	275	585	-7235	8465	550	265	585	-7235	9955
18	20.11	560	290	580	-8195	8280	560	280	580	-8195	9890	560	265	580	-8195	11625
19	20.03	565	310	575	-9215	9955	565	295	575	-9215	11845	565	285	575	-9235	13885
20	20.00	575	315	575	-10300	11560	575	305	575	-10300	13755	575	290	575	-10640	16120

Table E-17 - 40 ft Span, Variable Wind Load.

10 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Wind Load

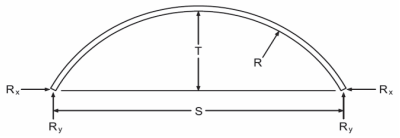
K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V] 150 mph					160 mph					170 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
4	52.00	485	1110	1205	-1740	4665	485	1110	1205	-2050	4665	485	1110	1205	-2385	4665
5	42.50	490	915	1030	-1450	3340	490	915	1030	-1695	3340	490	915	1030	-1960	3340
6	36.33	490	770	910	-1295	2705	490	770	910	-1505	2705	490	770	910	-1725	2705
7	32.07	495	670	825	-1215	2430	495	670	825	-1395	2430	495	670	825	-1595	2430
8	29.00	500	585	760	-1785	2925	500	585	760	-2065	3335	500	585	760	-2370	3775
9	26.72	505	525	715	-1935	3340	505	525	715	-2235	3820	505	525	715	-2555	4325
10	25.00	510	470	680	-2335	3995	510	470	680	-2690	4575	510	470	680	-3065	5195
11	23.68	515	430	655	-2695	4535	515	430	655	-2985	5200	515	430	655	-3405	5905
12	22.67	520	390	635	-3320	4995	520	390	635	-3320	5725	520	390	635	-3700	6510
13	21.88	525	360	620	-3995	5875	525	360	620	-3995	6740	525	360	620	-4285	7665
14	21.29	530	330	605	-4720	6880	530	330	605	-4720	7895	530	330	605	-4960	8975
15	20.83	535	310	595	-5500	8360	535	310	595	-5500	9595	535	310	595	-6240	10905
16	20.50	545	285	590	-6340	9850	545	285	590	-6445	11305	545	285	590	-7320	12855
17	20.26	550	265	585	-7235	11550	550	265	585	-7570	13260	550	265	585	-8580	15075
18	20.11	560	250	580	-8195	13490	560	250	580	-8860	15485	560	250	580	-10040	17610
19	20.03	565	270	575	-9775	16075	565	255	575	-11045	18435	565	260	575	-12515	20960
20	20.00	575	275	575	-11285	18660	575	260	575	-12855	21390	575	285	575	-14565	24315

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V] 180 mph					190 mph					200 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
4	52.00	485	1110	1205	-2745	4665	485	1110	1205	-3120	4665	485	1110	1205	-3520	4665
5	42.50	490	915	1030	-2235	3340	490	915	1030	-2530	3340	490	915	1030	-2840	3340
6	36.33	490	770	910	-1960	2705	490	770	910	-2210	2705	490	770	910	-2475	2705
7	32.07	495	670	825	-1805	2430	495	670	825	-2030	2430	495	670	825	-2265	2430
8	29.00	500	585	760	-2690	4240	500	585	760	-3030	4730	500	585	760	-3390	5250
9	26.72	505	525	715	-2895	4870	505	525	715	-3255	5440	505	525	715	-3635	6040
10	25.00	510	470	680	-3465	5850	510	470	680	-3890	6540	510	470	680	-4340	7270
11	23.68	515	430	655	-3845	6655	515	430	655	-4310	7450	515	430	655	-4805	8285
12	22.67	520	390	635	-4180	7345	520	390	635	-4685	8225	520	390	635	-5220	9155
13	21.88	525	360	620	-4835	8640	525	360	620	-5425	9680	525	360	620	-6040	10775
14	21.29	530	330	605	-5600	10120	530	330	605	-6275	11335	530	330	605	-6990	12615
15	20.83	535	310	595	-7040	12300	535	310	595	-7885	13775	535	310	595	-8775	15325
16	20.50	545	285	590	-8255	14495	545	285	590	-9245	16235	545	300	590	-10290	18065
17	20.26	550	265	585	-9655	17005	550	290	585	-10810	19040	550	325	585	-12025	21190
18	20.11	560	280	580	-11295	19860	560	315	580	-12625	22240	560	355	580	-14020	24750
19	20.03	565	295	575	-14075	23635	565	335	575	-15725	26465	565	375	575	-17460	29445
20	20.00	575	325	575	-16375	27415	575	365	575	-18290	30695	575	410	575	-20310	34155

Table E-18 - 50 ft Span, Variable Wind Load.

10 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to $C_D = 1.0$.
Use ASD design procedure only.

Wind Load

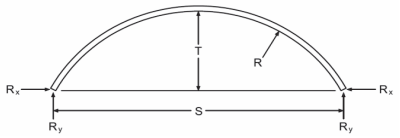
$K_{zt} = 1.0$
$K_d = 0.85$

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		105 mph					110 mph					115 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
5	65.00	610	1425	1545	-845	4945	610	1425	1545	-970	4945	610	1425	1545	-1100	4945
6	55.08	610	1205	1345	-815	3835	610	1205	1345	-920	3835	610	1205	1345	-1030	3835
8	43.06	615	920	1095	-945	3010	615	920	1095	-990	3010	615	920	1095	-1040	3010
10	36.25	625	740	955	-1915	3060	625	740	955	-1915	3060	625	740	955	-1915	3060
12	32.04	630	615	870	-3145	3575	630	615	870	-3145	3575	630	615	870	-3145	3575
14	29.32	640	525	815	-4540	4415	640	525	815	-4540	4415	640	525	815	-4540	4415
16	27.53	655	460	775	-6130	5515	655	460	775	-6130	5515	655	460	775	-6130	5515
18	26.36	665	405	755	-7930	6870	665	405	755	-7930	6870	665	405	755	-7930	6960
20	25.63	680	370	735	-9965	8460	680	365	735	-9965	8460	680	360	735	-9965	9060
22	25.20	695	380	725	-12245	10295	695	375	725	-12245	10550	695	365	725	-12245	11665
24	25.02	710	405	720	-14770	12575	710	400	720	-14770	13945	710	390	720	-14770	15380
25	25.00	715	410	720	-16135	14170	715	405	720	-16135	15715	715	400	720	-16135	17330

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		120 mph					130 mph					140 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
5	65.00	610	1425	1545	-1240	4945	610	1425	1545	-1540	4945	610	1425	1545	-1865	4945
6	55.08	610	1205	1345	-1150	3835	610	1205	1345	-1400	3835	610	1205	1345	-1675	3835
8	43.06	615	920	1095	-1090	3010	615	920	1095	-1280	3010	615	920	1095	-1495	3010
10	36.25	625	740	955	-1915	3060	625	740	955	-1915	3455	625	740	955	-2265	4035
12	32.04	630	615	870	-3145	3735	630	615	870	-3145	4430	630	615	870	-3145	5180
14	29.32	640	525	815	-4540	4530	640	525	815	-4540	5390	640	525	815	-4540	6320
16	27.53	655	460	775	-6130	5575	655	460	775	-6130	6650	655	460	775	-6130	7815
18	26.36	665	405	755	-7930	7655	665	405	755	-7930	9135	665	405	755	-7930	10735
20	25.63	680	360	735	-9965	9965	680	360	735	-9965	11890	680	360	735	-9965	13975
22	25.20	695	355	725	-12245	12830	695	340	725	-12245	15310	695	320	725	-12245	17990
24	25.02	710	385	720	-14770	16880	710	365	720	-14770	20075	710	350	720	-15155	23520
25	25.00	715	390	720	-16135	19020	715	375	720	-16135	22610	715	355	720	-16970	26490

Table E-18 - 50 ft Span, Variable Wind Load.

10 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to $C_D = 1.0$.
Use ASD design procedure only.

Wind Load

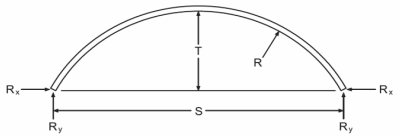
$K_{zt} = 1.0$
$K_d = 0.85$

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		150 mph					160 mph					170 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
5	65.00	610	1425	1545	-2215	4945	610	1425	1545	-2585	4945	610	1425	1545	-2985	4945
6	55.08	610	1205	1345	-1970	3835	610	1205	1345	-2285	3835	610	1205	1345	-2620	3835
8	43.06	615	920	1095	-1740	3010	615	920	1095	-1995	3010	615	920	1095	-2270	3010
10	36.25	625	740	955	-2640	4655	625	740	955	-3045	5320	625	740	955	-3485	6025
12	32.04	630	615	870	-3400	5995	630	615	870	-3910	6865	630	615	870	-4455	7790
14	29.32	640	525	815	-4540	7320	640	525	815	-4670	8385	640	525	815	-5315	9535
16	27.53	655	460	775	-6130	9065	655	460	775	-6130	10400	655	460	775	-6495	11820
18	26.36	665	405	755	-7930	12450	665	405	755	-8110	14280	665	405	755	-9220	16235
20	25.63	680	360	735	-9965	16210	680	360	735	-10520	18600	680	360	735	-11955	21140
22	25.20	695	320	725	-12245	20865	695	320	725	-13605	23945	695	320	725	-15420	27220
24	25.02	710	330	720	-16320	27220	710	310	720	-18645	31220	710	350	720	-21120	35480
25	25.00	715	340	720	-18430	30660	715	330	720	-21055	35145	715	380	720	-23845	39940

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		180 mph					190 mph					200 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
5	65.00	610	1425	1545	-3410	4945	610	1425	1545	-3860	4945	610	1425	1545	-4335	4945
6	55.08	610	1205	1345	-2980	3835	610	1205	1345	-3355	3835	610	1205	1345	-3755	3835
8	43.06	615	920	1095	-2560	3010	615	920	1095	-2865	3010	615	920	1095	-3190	3030
10	36.25	625	740	955	-3945	6775	625	740	955	-4435	7565	625	740	955	-4955	8400
12	32.04	630	615	870	-5030	8770	630	615	870	-5645	9810	630	615	870	-6290	10905
14	29.32	640	525	815	-6005	10750	640	525	815	-6730	12035	640	525	815	-7490	13390
16	27.53	655	460	775	-7335	13330	655	460	775	-8220	14935	655	460	775	-9150	16625
18	26.36	665	405	755	-10400	18305	665	405	755	-11645	20490	665	405	755	-12955	22800
20	25.63	680	360	735	-13475	23840	680	360	735	-15085	26690	680	395	735	-16785	29700
22	25.20	695	355	725	-17340	30690	695	400	725	-19375	34360	695	450	725	-21545	38230
24	25.02	710	395	720	-23745	40000	710	450	720	-26520	44780	710	500	720	-29445	49815
25	25.00	715	430	720	-26805	45025	715	485	720	-29935	50400	715	540	720	-33230	56065

Table E-19 - 60 ft Span, Variable Wind Load.

10 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Wind Load

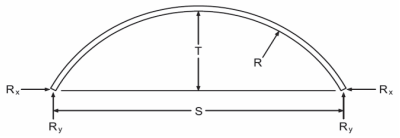
K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V] 105 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	110 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	115 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
6	78.00	730	1740	1875	-1140	5215	730	1740	1875	-1295	5215	730	1740	1875	-1455	5215
8	60.25	735	1325	1505	-1110	3795	735	1325	1505	-1235	3795	735	1325	1505	-1365	3795
10	50.00	740	1065	1285	-1725	3555	740	1065	1285	-1725	3555	740	1065	1285	-1785	3555
12	43.50	745	890	1150	-2960	3900	745	890	1150	-2960	3900	745	890	1150	-2960	3900
14	39.14	755	760	1060	-4375	4615	755	760	1060	-4375	4615	755	760	1060	-4375	4615
16	36.13	765	665	995	-5960	5620	765	665	995	-5960	5620	765	665	995	-5960	5670
18	34.00	775	590	950	-7735	6875	775	590	950	-7735	6875	775	590	950	-7735	6875
20	32.50	790	525	920	-9730	8370	790	525	920	-9730	8370	790	525	920	-9730	8375
22	31.45	800	475	900	-11950	10095	800	475	900	-11950	10095	800	475	900	-11950	10950
24	30.75	815	440	885	-14400	12055	815	430	885	-14400	12330	815	430	885	-14400	13625
26	30.31	830	450	875	-17100	14250	830	440	875	-17100	15225	830	430	875	-17100	16830
28	30.07	845	475	865	-20050	17435	845	470	865	-20050	19330	845	460	865	-20050	21315
30	30.00	860	490	860	-23265	21300	860	480	860	-23265	23610	860	475	860	-23265	26030

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V] 120 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	130 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	140 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
6	78.00	730	1740	1875	-1625	5215	730	1740	1875	-1980	5215	730	1740	1875	-2370	5215
8	60.25	735	1325	1505	-1500	3795	735	1325	1505	-1790	3795	735	1325	1505	-2105	3795
10	50.00	740	1065	1285	-1850	3555	740	1065	1285	-1990	3555	740	1065	1285	-2160	3555
12	43.50	745	890	1150	-2960	4235	745	890	1150	-2960	5015	745	890	1150	-3170	5865
14	39.14	755	760	1060	-4375	4950	755	760	1060	-4375	5890	755	760	1060	-4375	6905
16	36.13	765	665	995	-5960	6225	765	665	995	-5960	7400	765	665	995	-5960	8675
18	34.00	775	590	950	-7735	7275	775	590	950	-7735	8675	775	590	950	-7735	10185
20	32.50	790	525	920	-9730	9210	790	525	920	-9730	10985	790	525	920	-9730	12905
22	31.45	800	475	900	-11950	12040	800	475	900	-11950	14360	800	475	900	-11950	16865
24	30.75	815	430	885	-14400	14985	815	430	885	-14400	17870	815	430	885	-14400	20990
26	30.31	830	420	875	-17100	18505	830	400	875	-17100	22070	830	390	875	-17100	25920
28	30.07	845	450	865	-20050	23385	845	430	865	-20050	27795	845	405	865	-20535	32555
30	30.00	860	465	860	-23265	28560	860	445	860	-23385	33940	860	420	860	-24850	39745

Table E-19 - 60 ft Span, Variable Wind Load.

10 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

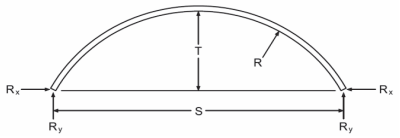
Wind Load

K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		150 mph					160 mph					170 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
6	78.00	730	1740	1875	-2795	5215	730	1740	1875	-3245	5215	730	1740	1875	-3730	5215
8	60.25	735	1325	1505	-2440	3795	735	1325	1505	-2810	3795	735	1325	1505	-3200	3795
10	50.00	740	1065	1285	-2340	3555	740	1065	1285	-2635	3555	740	1065	1285	-2980	3555
12	43.50	745	890	1150	-3690	6770	745	890	1150	-4245	7740	745	890	1150	-4845	8775
14	39.14	755	760	1060	-4375	7995	755	760	1060	-4865	9155	755	760	1060	-5540	10395
16	36.13	765	665	995	-5960	10040	765	665	995	-6340	11510	765	665	995	-7215	13080
18	34.00	775	590	950	-7735	11810	775	590	950	-7735	13545	775	590	950	-8420	15395
20	32.50	790	525	920	-9730	14970	790	525	920	-9730	17170	790	525	920	-10580	19520
22	31.45	800	475	900	-11950	19555	800	475	900	-12660	22435	800	475	900	-14390	25495
24	30.75	815	430	885	-14400	24340	815	430	885	-15730	27920	815	430	885	-17870	31735
26	30.31	830	390	875	-17100	30060	830	390	875	-19505	34480	830	390	875	-22100	39185
28	30.07	845	385	865	-22500	37695	845	360	865	-25700	43230	845	415	865	-29110	49115
30	30.00	860	400	860	-27590	45985	860	415	860	-31510	52720	860	475	860	-35680	59900
Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		180 mph					190 mph					200 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
6	78.00	730	1740	1875	-4240	5215	730	1740	1875	-4780	5215	730	1740	1875	-5350	5215
8	60.25	735	1325	1505	-3615	3795	735	1325	1505	-4050	3795	735	1325	1505	-4515	4080
10	50.00	740	1065	1285	-3350	3875	740	1065	1285	-3740	4330	740	1065	1285	-4150	4810
12	43.50	745	890	1150	-5480	9870	745	890	1150	-6155	11030	745	890	1150	-6860	12250
14	39.14	755	760	1060	-6255	11710	755	760	1060	-7010	13100	755	760	1060	-7810	14565
16	36.13	765	665	995	-8140	14745	765	665	995	-9120	16505	765	665	995	-10150	18360
18	34.00	775	590	950	-9500	17370	775	590	950	-10645	19455	775	590	950	-11850	21655
20	32.50	790	525	920	-11935	22005	790	525	920	-13365	24635	790	525	920	-14875	27425
22	31.45	800	475	900	-16220	28740	800	475	900	-18155	32175	800	475	900	-20195	35790
24	30.75	815	430	885	-20140	35775	815	440	885	-22540	40050	815	495	885	-25065	44555
26	30.31	830	435	875	-24850	44175	830	490	875	-27800	49450	830	550	875	-30915	55015
28	30.07	845	475	865	-32720	55365	845	535	865	-36545	61965	845	595	865	-40570	68925
30	30.00	860	535	860	-40105	67510	860	605	860	-44780	75555	860	675	860	-49710	84035

Table E-20 - 70 ft Span, Variable Wind Load.

15 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to $C_D = 1.0$.
Use ASD design procedure only.

Wind Load

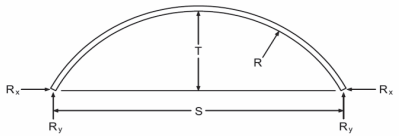
$K_{zt} = 1.0$
$K_d = 0.85$

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V] 105 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	110 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	115 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
6	105.08	990	2760	2925	-1255	7970	990	2760	2925	-1460	7970	990	2760	2925	-1670	7970
8	80.56	995	2105	2320	-1365	5470	995	2105	2320	-1530	5470	995	2105	2320	-1700	5470
10	66.25	1005	1695	1960	-1845	4775	1005	1695	1960	-1930	4775	1005	1695	1960	-2015	4775
12	57.04	1015	1420	1730	-3120	4920	1015	1420	1730	-3120	4920	1015	1420	1730	-3120	4920
14	50.75	1025	1220	1575	-4750	5575	1025	1220	1575	-4750	5575	1025	1220	1575	-4750	5575
16	46.28	1040	1065	1470	-6580	6605	1040	1065	1470	-6580	6605	1040	1065	1470	-6580	6605
18	43.03	1055	950	1390	-8620	7940	1055	950	1390	-8620	7940	1055	950	1390	-8620	7940
20	40.63	1070	850	1340	-10900	9560	1070	850	1340	-10900	9560	1070	850	1340	-10900	9560
22	38.84	1085	770	1300	-13430	11455	1085	770	1300	-13430	11455	1085	770	1300	-13430	11455
24	37.52	1105	705	1270	-16240	13615	1105	705	1270	-16240	13615	1105	705	1270	-16240	13615
26	36.56	1125	650	1250	-19330	16045	1125	645	1250	-19330	16045	1125	645	1250	-19330	16045
28	35.88	1145	665	1235	-22715	18750	1145	650	1235	-22715	18750	1145	640	1235	-22715	18750
30	35.42	1165	680	1230	-26410	21740	1165	665	1230	-26410	21740	1165	655	1230	-26410	21835
32	35.14	1185	695	1225	-30425	25015	1185	685	1225	-30425	25015	1185	670	1225	-30425	26075
34	35.01	1210	730	1220	-34765	28580	1210	720	1220	-34765	29065	1210	710	1220	-34765	32195
35	35.00	1220	740	1220	-37060	30480	1220	730	1220	-37060	31660	1220	720	1220	-37060	35060

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V] 120 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	130 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	140 mph R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
6	105.08	990	2760	2925	-1890	7970	990	2760	2925	-2370	7970	990	2760	2925	-2895	7970
8	80.56	995	2105	2320	-1880	5470	995	2105	2320	-2265	5470	995	2105	2320	-2690	5470
10	66.25	1005	1695	1960	-2110	4775	1005	1695	1960	-2305	4775	1005	1695	1960	-2640	4775
12	57.04	1015	1420	1730	-3120	4920	1015	1420	1730	-3200	4920	1015	1420	1730	-3405	4920
14	50.75	1025	1220	1575	-4750	5575	1025	1220	1575	-4750	6650	1025	1220	1575	-4750	7815
16	46.28	1040	1065	1470	-6580	6605	1040	1065	1470	-6580	7665	1040	1065	1470	-6580	9040
18	43.03	1055	950	1390	-8620	7965	1055	950	1390	-8620	9540	1055	950	1390	-8620	11235
20	40.63	1070	850	1340	-10900	9560	1070	850	1340	-10900	11175	1070	850	1340	-10900	13190
22	38.84	1085	770	1300	-13430	11455	1085	770	1300	-13430	12965	1085	770	1300	-13430	15330
24	37.52	1105	705	1270	-16240	13615	1105	705	1270	-16240	15795	1105	705	1270	-16240	18685
26	36.56	1125	645	1250	-19330	16625	1125	645	1250	-19330	19985	1125	645	1250	-19330	23625
28	35.88	1145	625	1235	-22715	20055	1145	600	1235	-22715	24085	1145	590	1235	-22715	28475
30	35.42	1165	640	1230	-26410	24065	1165	615	1230	-26410	28875	1165	585	1230	-26410	34135
32	35.14	1185	655	1225	-30425	28735	1185	630	1225	-30425	34450	1185	600	1225	-30425	40720
34	35.01	1210	695	1220	-34765	35465	1210	675	1220	-34765	42415	1210	645	1220	-35190	49925
35	35.00	1220	710	1220	-37060	38615	1220	685	1220	-37060	46180	1220	660	1220	-38130	54350

Table E-20 - 70 ft Span, Variable Wind Load.

15 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to $C_D = 1.0$.
Use ASD design procedure only.

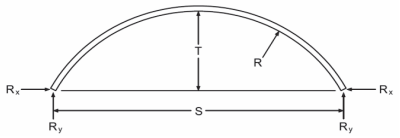
Wind Load

$K_{zt} = 1.0$
$K_d = 0.85$

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		150 mph					160 mph					170 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
6	105.08	990	2760	2925	-3460	7970	990	2760	2925	-4065	7970	990	2760	2925	-4710	7970
8	80.56	995	2105	2320	-3150	5470	995	2105	2320	-3645	5470	995	2105	2320	-4165	5470
10	66.25	1005	1695	1960	-3045	4775	1005	1695	1960	-3480	4775	1005	1695	1960	-3945	4775
12	57.04	1015	1420	1730	-3635	4920	1015	1420	1730	-3880	4920	1015	1420	1730	-4145	4920
14	50.75	1025	1220	1575	-4750	9065	1025	1220	1575	-5455	10400	1025	1220	1575	-6240	11820
16	46.28	1040	1065	1470	-6580	10515	1040	1065	1470	-6580	12090	1040	1065	1470	-7155	13770
18	43.03	1055	950	1390	-8620	13055	1055	950	1390	-8620	15005	1055	950	1390	-9300	17080
20	40.63	1070	850	1340	-10900	15350	1070	850	1340	-10900	17665	1070	850	1340	-10900	20125
22	38.84	1085	770	1300	-13430	17865	1085	770	1300	-13430	20580	1085	770	1300	-13430	23470
24	37.52	1105	705	1270	-16240	21790	1105	705	1270	-16240	25105	1105	705	1270	-16240	28635
26	36.56	1125	645	1250	-19330	27535	1125	645	1250	-19330	31710	1125	645	1250	-20375	36160
28	35.88	1145	590	1235	-22715	33185	1145	590	1235	-22715	38225	1145	590	1235	-24675	43590
30	35.42	1165	550	1230	-26410	39785	1165	545	1230	-26410	45820	1165	545	1230	-29715	52250
32	35.14	1185	565	1225	-30425	47450	1185	530	1225	-31375	54645	1185	505	1225	-35605	62305
34	35.01	1210	620	1220	-37195	57990	1210	590	1220	-40100	66615	1210	555	1220	-45480	75790
35	35.00	1220	630	1220	-40345	63125	1220	600	1220	-43745	72505	1220	570	1220	-49605	82490
Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		180 mph					190 mph					200 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
6	105.08	990	2760	2925	-5395	7970	990	2760	2925	-6130	7970	990	2760	2925	-6900	7970
8	80.56	995	2105	2320	-4720	5470	995	2105	2320	-5305	5470	995	2105	2320	-5925	5470
10	66.25	1005	1695	1960	-4435	4915	1005	1695	1960	-4950	5485	1005	1695	1960	-5500	6085
12	57.04	1015	1420	1730	-4430	5440	1015	1420	1730	-4895	6100	1015	1420	1730	-5400	6795
14	50.75	1025	1220	1575	-7070	13325	1025	1220	1575	-7945	14920	1025	1220	1575	-8875	16600
16	46.28	1040	1065	1470	-8105	15550	1040	1065	1470	-9105	17430	1040	1065	1470	-10165	19415
18	43.03	1055	950	1390	-10520	19280	1055	950	1390	-11810	21615	1055	950	1390	-13170	24090
20	40.63	1070	850	1340	-12325	22735	1070	850	1340	-13835	25495	1070	850	1340	-15430	28405
22	38.84	1085	770	1300	-14325	26535	1085	770	1300	-16085	29770	1085	770	1300	-17935	33185
24	37.52	1105	705	1270	-17415	32380	1105	705	1270	-19550	36340	1105	705	1270	-21795	40510
26	36.56	1125	645	1250	-23005	40880	1125	645	1250	-25805	45870	1125	645	1250	-28750	51125
28	35.88	1145	590	1235	-27790	49280	1145	590	1235	-31090	55290	1145	590	1235	-34630	61630
30	35.42	1165	545	1230	-33465	59065	1165	545	1230	-37430	66275	1165	615	1230	-41605	73870
32	35.14	1185	535	1225	-40085	70430	1185	605	1225	-44825	79020	1185	685	1225	-49825	88070
34	35.01	1210	580	1220	-51185	85530	1210	660	1220	-57215	95935	1210	740	1220	-63570	106905
35	35.00	1220	615	1220	-55820	93080	1220	695	1220	-62390	104375	1220	785	1220	-69315	116300

Table E-21 - 80 ft Span, Variable Wind Load.

15 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

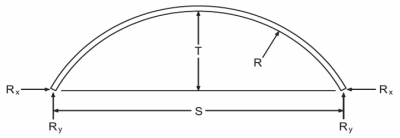
Wind Load

K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		105 mph					110 mph					115 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
8	104.00	1135	2750	2960	-1735	6725	1135	2750	2960	-1950	6725	1135	2750	2960	-2180	6725
12	72.67	1150	1855	2165	-2900	5470	1150	1855	2165	-2980	5470	1150	1855	2165	-3085	5470
16	58.00	1170	1395	1800	-6385	6865	1170	1395	1800	-6385	6865	1170	1395	1800	-6385	6865
20	50.00	1200	1115	1610	-10680	9630	1200	1115	1610	-10680	9630	1200	1115	1610	-10680	9630
24	45.33	1230	925	1505	-15925	13490	1230	925	1505	-15925	13490	1230	925	1505	-15925	13490
28	42.57	1265	785	1445	-22235	18400	1265	785	1445	-22235	18400	1265	785	1445	-22235	18400
32	41.00	1305	755	1415	-29710	24385	1305	740	1415	-29710	24385	1305	725	1415	-29710	24545
36	40.22	1350	785	1400	-38420	31480	1350	770	1400	-38420	31480	1350	755	1400	-38420	33660
40	40.00	1395	840	1395	-48430	39745	1395	830	1395	-48430	42710	1395	815	1395	-48430	47285
Rise [T] (ft)	**Radius [R] (ft)**	**Basic Wind Speed [V]**														
		120 mph					**130 mph**					**140 mph**				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
8	104.00	1135	2750	2960	-2415	6725	1135	2750	2960	-2920	6725	1135	2750	2960	-3480	6725
12	72.67	1150	1855	2165	-3200	5470	1150	1855	2165	-3435	5470	1150	1855	2165	-3725	5470
16	58.00	1170	1395	1800	-6385	7395	1170	1395	1800	-6385	8830	1170	1395	1800	-6385	10380
20	50.00	1200	1115	1610	-10680	10335	1200	1115	1610	-10680	12360	1200	1115	1610	-10680	14550
24	45.33	1230	925	1505	-15925	13490	1230	925	1505	-15925	15805	1230	925	1505	-15925	18670
28	42.57	1265	785	1445	-22235	18590	1265	785	1445	-22235	22370	1265	785	1445	-22235	26450
32	41.00	1305	710	1415	-29710	27045	1305	675	1415	-29710	32485	1305	675	1415	-29710	38385
36	40.22	1350	740	1400	-38420	37090	1350	710	1400	-38420	44480	1350	670	1400	-38420	52545
40	40.00	1395	805	1395	-48430	52060	1395	775	1395	-48430	62225	1395	745	1395	-50375	73200

Table E-21 - 80 ft Span, Variable Wind Load.

15 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

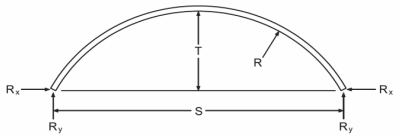
Wind Load

K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		150 mph					160 mph					170 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
8	104.00	1135	2750	2960	-4085	6725	1135	2750	2960	-4725	6725	1135	2750	2960	-5410	6725
12	72.67	1150	1855	2165	-4035	5470	1150	1855	2165	-4475	5470	1150	1855	2165	-5020	5990
16	58.00	1170	1395	1800	-6385	12045	1170	1395	1800	-7160	13820	1170	1395	1800	-8175	15715
20	50.00	1200	1115	1610	-10680	16900	1200	1115	1610	-10680	19415	1200	1115	1610	-11970	22090
24	45.33	1230	925	1505	-15925	21750	1230	925	1505	-15925	25045	1230	925	1505	-15925	28550
28	42.57	1265	785	1445	-22235	30830	1265	785	1445	-22235	35515	1265	785	1445	-22235	40500
32	41.00	1305	675	1415	-29710	44720	1305	675	1415	-29710	51495	1305	675	1415	-33155	58705
36	40.22	1350	635	1400	-38420	61205	1350	595	1400	-40330	70465	1350	590	1400	-45760	80320
40	40.00	1395	710	1395	-53345	84990	1395	675	1395	-58810	97595	1395	640	1395	-66680	111010
Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		180 mph					190 mph					200 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
8	104.00	1135	2750	2960	-6140	6725	1135	2750	2960	-6910	6725	1135	2750	2960	-7720	6925
12	72.67	1150	1855	2165	-5595	6745	1150	1855	2165	-6210	7545	1150	1855	2165	-6875	8390
16	58.00	1170	1395	1800	-9255	17725	1170	1395	1800	-10395	19845	1170	1395	1800	-11600	22080
20	50.00	1200	1115	1610	-13535	24930	1200	1115	1610	-15185	27960	1200	1115	1610	-16925	31150
24	45.33	1230	925	1505	-17385	32265	1230	925	1505	-19515	36195	1230	925	1505	-21760	40340
28	42.57	1265	785	1445	-24540	45785	1265	785	1445	-27535	51380	1265	785	1445	-30695	57270
32	41.00	1305	675	1415	-37335	66350	1305	675	1415	-41775	74430	1305	675	1415	-46530	82955
36	40.22	1350	610	1400	-51515	90775	1350	695	1400	-57605	101825	1350	785	1400	-64020	113475
40	40.00	1395	725	1395	-75025	125250	1395	820	1395	-83850	140455	1395	925	1395	-93150	156480

Table E-22 - 90 ft Span, Variable Wind Load.

15 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to $C_D = 1.0$.
Use ASD design procedure only.

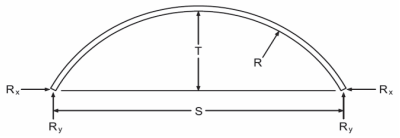
Wind Load

$K_{zt} = 1.0$
$K_d = 0.85$

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		105 mph					110 mph					115 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
8	130.56	1275	3475	3690	-2160	8150	1275	3475	3690	-2435	8150	1275	3475	3690	-2725	8150
12	90.38	1290	2345	2660	-2990	6095	1290	2345	2660	-3125	6095	1290	2345	2660	-3260	6095
16	71.28	1305	1765	2175	-6185	7185	1305	1765	2175	-6185	7185	1305	1765	2175	-6185	7185
20	60.63	1330	1415	1915	-10485	9760	1330	1415	1915	-10485	9760	1330	1415	1915	-10485	9850
24	54.19	1360	1175	1765	-15670	13460	1360	1175	1765	-15670	13460	1360	1175	1765	-15670	13460
28	50.16	1390	1000	1675	-21870	18185	1390	1000	1675	-21870	18185	1390	1000	1675	-21870	18185
32	47.64	1430	870	1620	-29165	23945	1430	870	1620	-29165	23945	1430	870	1620	-29165	23945
36	46.13	1470	845	1590	-37635	30770	1470	825	1590	-37635	30770	1470	810	1590	-37635	31960
40	45.31	1515	875	1575	-47345	38700	1515	860	1575	-47345	38700	1515	840	1575	-47345	42350
42	45.11	1535	915	1570	-52685	43095	1535	900	1570	-52685	45500	1535	885	1570	-52685	50370
45	45.00	1570	945	1570	-61315	50245	1570	930	1570	-61315	55620	1570	915	1570	-61315	61555
Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		120 mph					130 mph					140 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
8	130.56	1275	3475	3690	-3030	8150	1275	3475	3690	-3670	8150	1275	3475	3690	-4380	8150
12	90.38	1290	2345	2660	-3405	6095	1290	2345	2660	-3735	6095	1290	2345	2660	-4245	6095
16	71.28	1305	1765	2175	-6185	7185	1305	1765	2175	-6185	7185	1305	1765	2175	-6225	7185
20	60.63	1330	1415	1915	-10485	10860	1330	1415	1915	-10485	13010	1330	1415	1915	-10485	15325
24	54.19	1360	1175	1765	-15670	14740	1360	1175	1765	-15670	17655	1360	1175	1765	-15670	20805
28	50.16	1390	1000	1675	-21870	18535	1390	1000	1675	-21870	22275	1390	1000	1675	-21870	26315
32	47.64	1430	870	1620	-29165	26270	1430	870	1620	-29165	31560	1430	870	1620	-29165	37270
36	46.13	1470	795	1590	-37635	35205	1470	760	1590	-37635	42295	1470	760	1590	-37635	49950
40	45.31	1515	825	1575	-47345	46650	1515	785	1575	-47345	55960	1515	745	1575	-47345	66075
42	45.11	1535	870	1570	-52685	55450	1535	835	1570	-52685	66265	1535	800	1570	-53230	77945
45	45.00	1570	900	1570	-61315	67755	1570	865	1570	-61315	80940	1570	830	1570	-64405	95185

Table E-22 - 90 ft Span, Variable Wind Load.

15 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to $C_D = 1.0$.
Use ASD design procedure only.

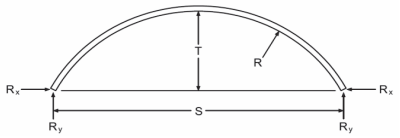
Wind Load

$K_{zt} = 1.0$
$K_d = 0.85$

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		150 mph					160 mph					170 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
8	130.56	1275	3475	3690	-5145	8150	1275	3475	3690	-5965	8150	1275	3475	3690	-6835	8150
12	90.38	1290	2345	2660	-4855	6095	1290	2345	2660	-5505	6455	1290	2345	2660	-6205	7310
16	71.28	1305	1765	2175	-6585	7185	1305	1765	2175	-6965	7385	1305	1765	2175	-7370	8440
20	60.63	1330	1415	1915	-10485	17815	1330	1415	1915	-10485	20480	1330	1415	1915	-11925	23315
24	54.19	1360	1175	1765	-15670	24185	1360	1175	1765	-15670	27795	1360	1175	1765	-17025	31645
28	50.16	1390	1000	1675	-21870	30650	1390	1000	1675	-21870	35285	1390	1000	1675	-21870	40220
32	47.64	1430	870	1620	-29165	43400	1430	870	1620	-29165	49960	1430	870	1620	-31955	56935
36	46.13	1470	760	1590	-37635	58175	1470	760	1590	-37915	66965	1470	760	1590	-43030	76320
40	45.31	1515	700	1575	-47345	76940	1515	670	1575	-50555	88555	1515	670	1575	-57355	100920
42	45.11	1535	760	1570	-56265	90490	1535	720	1570	-62225	103900	1535	675	1570	-70560	118175
45	45.00	1570	795	1570	-68255	110480	1570	755	1570	-76360	126835	1570	735	1570	-86565	144245
Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		180 mph					190 mph					200 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
8	130.56	1275	3475	3690	-7760	8150	1275	3475	3690	-8735	8150	1275	3475	3690	-9765	8600
12	90.38	1290	2345	2660	-6960	8215	1290	2345	2660	-7760	9175	1290	2345	2660	-8605	10190
16	71.28	1305	1765	2175	-7805	9560	1305	1765	2175	-8260	10745	1305	1765	2175	-8760	11990
20	60.63	1330	1415	1915	-13485	26320	1330	1415	1915	-15135	29500	1330	1415	1915	-16870	32850
24	54.19	1360	1175	1765	-19240	35725	1360	1175	1765	-21580	40040	1360	1175	1765	-24045	44625
28	50.16	1390	1000	1675	-24380	45455	1390	1000	1675	-27355	50990	1390	1000	1675	-30490	56825
32	47.64	1430	870	1620	-36090	64340	1430	870	1620	-40465	72165	1430	870	1620	-45075	80410
36	46.13	1470	760	1590	-48450	86245	1470	760	1590	-54225	96735	1470	760	1590	-60395	107795
40	45.31	1515	695	1575	-64565	114030	1515	790	1575	-72185	127895	1515	890	1575	-80220	142510
42	45.11	1535	735	1570	-79395	133455	1535	830	1570	-88740	149650	1535	935	1570	-98590	166720
45	45.00	1570	840	1570	-97390	162765	1570	950	1570	-108835	182490	1570	1065	1570	-120895	203285

Table E-23 - 100 ft Span, Variable Wind Load.

15 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to $C_D = 1.0$.
Use ASD design procedure only.

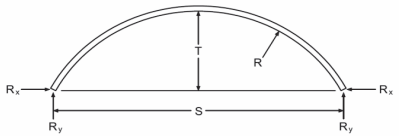
Wind Load

$K_{zt} = 1.0$
$K_d = 0.85$

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		105 mph					110 mph					115 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
10	130.00	1420	3460	3725	-2750	7510	1420	3460	3725	-3055	7510	1420	3460	3725	-3375	7510
14	96.29	1435	2490	2855	-4230	6915	1435	2490	2855	-4385	6915	1435	2490	2855	-4545	6915
18	78.44	1455	1940	2400	-8045	8590	1455	1940	2400	-8045	8590	1455	1940	2400	-8045	8590
22	67.82	1475	1585	2140	-12765	11590	1475	1585	2140	-12765	11590	1475	1585	2140	-12765	12330
26	61.08	1505	1340	1980	-18390	15655	1505	1340	1980	-18390	15655	1505	1340	1980	-18390	16335
30	56.67	1535	1155	1880	-25020	20730	1535	1155	1880	-25020	20730	1535	1155	1880	-25020	20730
34	53.76	1575	1015	1820	-32740	26815	1575	1015	1820	-32740	26815	1575	1015	1820	-32740	26815
38	51.89	1610	920	1780	-41610	33940	1610	900	1780	-41610	33940	1610	895	1780	-41610	35510
42	50.76	1655	950	1755	-51695	42150	1655	930	1755	-51695	42150	1655	910	1755	-51695	46005
46	50.17	1700	980	1745	-63045	51480	1700	960	1745	-63045	53300	1700	945	1745	-63045	59015
50	50.00	1745	1045	1745	-75720	63275	1745	1030	1745	-75720	70435	1745	1010	1745	-75720	77925
Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		120 mph					130 mph					140 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
10	130.00	1420	3460	3725	-3710	7510	1420	3460	3725	-4415	7510	1420	3460	3725	-5185	7510
14	96.29	1435	2490	2855	-4720	6915	1435	2490	2855	-5125	6915	1435	2490	2855	-5565	6915
18	78.44	1455	1940	2400	-8045	8590	1455	1940	2400	-8045	8590	1455	1940	2400	-8045	8590
22	67.82	1475	1585	2140	-12765	13590	1475	1585	2140	-12765	16270	1475	1585	2140	-12765	19165
26	61.08	1505	1340	1980	-18390	17995	1505	1340	1980	-18390	21535	1505	1340	1980	-18390	25360
30	56.67	1535	1155	1880	-25020	21705	1535	1155	1880	-25020	26060	1535	1155	1880	-25020	30770
34	53.76	1575	1015	1820	-32740	28690	1575	1015	1820	-32740	34470	1575	1015	1820	-32740	40720
38	51.89	1610	895	1780	-41610	39160	1610	895	1780	-41610	47020	1610	895	1780	-41610	55505
42	50.76	1655	890	1755	-51695	50665	1655	845	1755	-51695	60825	1655	800	1755	-51695	71800
46	50.17	1700	920	1745	-63045	64980	1700	880	1745	-63045	77915	1700	830	1745	-63045	91955
50	50.00	1745	995	1745	-75720	85750	1745	955	1745	-75720	102400	1745	915	1745	-80240	120380

Table E-23 - 100 ft Span, Variable Wind Load.

15 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to $C_D = 1.0$.
Use ASD design procedure only.

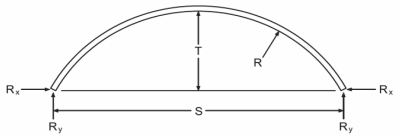
Wind Load

$K_{zt} = 1.0$
$K_d = 0.85$

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		150 mph					160 mph					170 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
10	130.00	1420	3460	3725	-6030	7510	1420	3460	3725	-6930	7510	1420	3460	3725	-7885	8340
14	96.29	1435	2490	2855	-6040	7165	1435	2490	2855	-6805	8210	1435	2490	2855	-7620	9320
18	78.44	1455	1940	2400	-8425	8590	1455	1940	2400	-8895	9490	1455	1940	2400	-9395	10850
22	67.82	1475	1585	2140	-12765	22270	1475	1585	2140	-13005	25595	1475	1585	2140	-14825	29135
26	61.08	1505	1340	1980	-18390	29465	1505	1340	1980	-18390	33855	1505	1340	1980	-20680	38525
30	56.67	1535	1155	1880	-25020	35825	1535	1155	1880	-25020	41230	1535	1155	1880	-25160	46985
34	53.76	1575	1015	1820	-32740	47430	1575	1015	1820	-32740	54605	1575	1015	1820	-33250	62240
38	51.89	1610	895	1780	-41610	64625	1610	895	1780	-41885	74370	1610	895	1780	-47530	84745
42	50.76	1655	800	1755	-51695	83590	1655	800	1755	-54595	96190	1655	800	1755	-61940	109605
46	50.17	1700	780	1745	-63045	107030	1700	730	1745	-70415	123145	1700	735	1745	-79860	140300
50	50.00	1745	875	1745	-85105	139690	1745	830	1745	-96450	160335	1745	840	1745	-109330	182310
Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		180 mph					190 mph					200 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
10	130.00	1420	3460	3725	-8900	9295	1420	3460	3725	-9975	10310	1420	3460	3725	-11110	11375
14	96.29	1435	2490	2855	-8485	10500	1435	2490	2855	-9400	11750	1435	2490	2855	-10395	13065
18	78.44	1455	1940	2400	-9930	12295	1455	1940	2400	-10490	13820	1455	1940	2400	-11120	15430
22	67.82	1475	1585	2140	-16755	32885	1475	1585	2140	-18795	36850	1475	1585	2140	-20945	41030
26	61.08	1505	1340	1980	-23360	43480	1505	1340	1980	-26195	48750	1505	1340	1980	-29180	54315
30	56.67	1535	1155	1880	-28440	53085	1535	1155	1880	-31905	59535	1535	1155	1880	-35555	66335
34	53.76	1575	1015	1820	-37575	70340	1575	1015	1820	-42145	78900	1575	1015	1820	-46965	87925
38	51.89	1610	895	1780	-53645	95745	1610	895	1780	-60130	107380	1610	895	1780	-66960	119640
42	50.76	1655	800	1755	-69730	123830	1655	825	1755	-77960	138875	1655	930	1755	-86645	154725
46	50.17	1700	840	1745	-89885	158495	1700	955	1745	-100480	177730	1700	1075	1745	-111645	198005
50	50.00	1745	960	1745	-122990	205735	1745	1085	1745	-137430	230640	1745	1215	1745	-152655	256890

Table E-24 - 110 ft Span, Variable Wind Load.

20 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to $C_D = 1.0$.
Use ASD design procedure only.

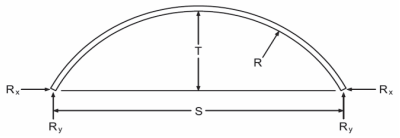
Wind Load

$K_{zt} = 1.0$
$K_d = 0.85$

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		105 mph					110 mph					115 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
10	156.25	1780	4785	5090	-3125	9820	1780	4785	5090	-3485	9820	1780	4785	5090	-3870	9820
14	115.04	1800	3445	3865	-4725	8440	1800	3445	3865	-4915	8440	1800	3445	3865	-5120	8440
18	93.03	1825	2690	3225	-8745	10000	1825	2690	3225	-8745	10000	1825	2690	3225	-8745	10000
22	79.75	1855	2205	2850	-14060	13165	1855	2205	2850	-14060	13165	1855	2205	2850	-14060	13165
26	71.17	1890	1865	2615	-20365	17575	1890	1865	2615	-20365	17575	1890	1865	2615	-20365	17575
30	65.42	1930	1615	2465	-27785	23130	1930	1615	2465	-27785	23130	1930	1615	2465	-27785	23130
34	61.49	1970	1420	2370	-36430	29825	1970	1420	2370	-36430	29825	1970	1420	2370	-36430	29825
38	58.80	2020	1265	2310	-46375	37685	2020	1265	2310	-46375	37685	2020	1265	2310	-46375	37685
42	57.01	2070	1240	2275	-57700	46760	2070	1220	2275	-57700	46760	2070	1200	2275	-57700	46760
46	55.88	2130	1280	2260	-70485	57095	2130	1260	2260	-70485	57095	2130	1235	2260	-70485	57095
50	55.25	2185	1325	2250	-84795	68750	2185	1305	2250	-84795	68750	2185	1280	2250	-84795	68750
55	55.00	2265	1415	2260	-104925	85260	2265	1395	2260	-104925	85260	2265	1380	2260	-104925	92355
Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		120 mph					130 mph					140 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
10	156.25	1780	4785	5090	-4280	9820	1780	4785	5090	-5145	9820	1780	4785	5090	-6075	9820
14	115.04	1800	3445	3865	-5330	8440	1800	3445	3865	-5810	8440	1800	3445	3865	-6420	8440
18	93.03	1825	2690	3225	-8745	10000	1825	2690	3225	-8745	10000	1825	2690	3225	-9190	10000
22	79.75	1855	2205	2850	-14060	14490	1855	2205	2850	-14060	17420	1855	2205	2850	-14060	20580
26	71.17	1890	1865	2615	-20365	18780	1890	1865	2615	-20365	22575	1890	1865	2615	-20365	26670
30	65.42	1930	1615	2465	-27785	23130	1930	1615	2465	-27785	27525	1930	1615	2465	-27785	32620
34	61.49	1970	1420	2370	-36430	29825	1970	1420	2370	-36430	32945	1970	1420	2370	-36430	39155
38	58.80	2020	1265	2310	-46375	37685	2020	1265	2310	-46375	42340	2020	1265	2310	-46375	50350
42	57.01	2070	1175	2275	-57700	46955	2070	1130	2275	-57700	56520	2070	1130	2275	-57700	67005
46	55.88	2130	1215	2260	-70485	59420	2130	1165	2260	-70485	71515	2130	1115	2260	-70485	84685
50	55.25	2185	1260	2250	-84795	74595	2185	1210	2250	-84795	89755	2185	1160	2250	-84795	106165
55	55.00	2265	1360	2260	-104925	102015	2265	1315	2260	-104925	122570	2265	1270	2260	-107365	144770

Table E-24 - 110 ft Span, Variable Wind Load.

20 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Wind Load

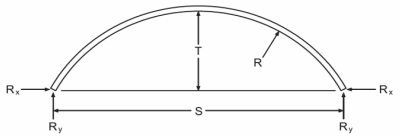
K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		150 mph					160 mph					170 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
10	156.25	1780	4785	5090	-7080	9820	1780	4785	5090	-8150	9820	1780	4785	5090	-9310	10185
14	115.04	1800	3445	3865	-7255	8440	1800	3445	3865	-8190	9565	1800	3445	3865	-9190	10860
18	93.03	1825	2690	3225	-9740	10000	1825	2690	3225	-10325	10735	1825	2690	3225	-10945	12290
22	79.75	1855	2205	2850	-14060	23980	1855	2205	2850	-14060	27610	1855	2205	2850	-15935	31475
26	71.17	1890	1865	2615	-20365	31070	1890	1865	2615	-20365	35775	1890	1865	2615	-21825	40785
30	65.42	1930	1615	2465	-27785	38090	1930	1615	2465	-27785	43940	1930	1615	2465	-27785	50170
34	61.49	1970	1420	2370	-36430	45825	1970	1420	2370	-36430	52960	1970	1420	2370	-36430	60550
38	58.80	2020	1265	2310	-46375	58955	2020	1265	2310	-46375	68150	2020	1265	2310	-46375	77940
42	57.01	2070	1130	2275	-57700	78400	2070	1130	2275	-57700	90580	2070	1130	2275	-58650	103545
46	55.88	2130	1060	2260	-70485	99075	2130	1020	2260	-70485	114455	2130	1020	2260	-74660	130830
50	55.25	2185	1100	2250	-84795	124175	2185	1040	2250	-84795	143430	2185	980	2250	-94205	163925
55	55.00	2265	1225	2260	-113365	168610	2265	1175	2260	-119780	194100	2265	1120	2260	-133640	221230

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		180 mph					190 mph					200 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
10	156.25	1780	4785	5090	-10545	11310	1780	4785	5090	-11855	12505	1780	4785	5090	-13230	13760
14	115.04	1800	3445	3865	-10245	12230	1800	3445	3865	-11365	13680	1800	3445	3865	-12540	15210
18	93.03	1825	2690	3225	-11605	13945	1825	2690	3225	-12305	15695	1825	2690	3225	-13430	17535
22	79.75	1855	2205	2850	-18050	35570	1855	2205	2850	-20285	39905	1855	2205	2850	-22640	44475
26	71.17	1890	1865	2615	-24705	46095	1890	1865	2615	-27750	51710	1890	1865	2615	-30960	57650
30	65.42	1930	1615	2465	-30345	56775	1930	1615	2465	-34095	63755	1930	1615	2465	-38050	71115
34	61.49	1970	1420	2370	-36645	68600	1970	1420	2370	-41195	77110	1970	1420	2370	-45995	86080
38	58.80	2020	1265	2310	-47240	88320	2020	1265	2310	-52990	99295	2020	1265	2310	-59150	110865
42	57.01	2070	1130	2275	-66125	117295	2070	1130	2275	-74035	131830	2070	1130	2275	-82425	147150
46	55.88	2130	1020	2260	-84160	148195	2130	1020	2260	-94200	166555	2130	1020	2260	-104785	185910
50	55.25	2185	925	2250	-106165	185660	2185	995	2250	-118805	208640	2185	1125	2250	-132130	232860
55	55.00	2265	1060	2260	-150505	250005	2265	1165	2260	-168330	280425	2265	1315	2260	-187120	312490

Table E-25 - 120 ft Span, Variable Wind Load.

20 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

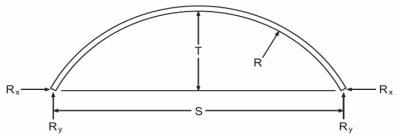
Wind Load

K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		105 mph					110 mph					115 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	156.00	1950	4765	5130	-3920	9570	1950	4765	5130	-4325	9570	1950	4765	5130	-4755	9570
16	120.50	1965	3595	4075	-6350	9510	1965	3595	4075	-6575	9510	1965	3595	4075	-6810	9510
20	100.00	1990	2885	3475	-11080	11715	1990	2885	3475	-11080	11715	1990	2885	3475	-11080	11715
24	87.00	2020	2405	3105	-16860	15365	2020	2405	3105	-16860	15365	2020	2405	3105	-16860	15940
28	78.29	2055	2060	2870	-23655	20200	2055	2060	2870	-23655	20200	2055	2060	2870	-23655	20200
32	72.25	2095	1800	2715	-31570	26160	2095	1800	2715	-31570	26160	2095	1800	2715	-31570	26160
36	68.00	2140	1600	2610	-40695	33235	2140	1600	2610	-40695	33235	2140	1600	2610	-40695	33235
40	65.00	2185	1430	2540	-51110	41465	2185	1430	2540	-51110	41465	2185	1430	2540	-51110	41465
44	62.91	2235	1330	2495	-62885	50875	2235	1310	2495	-62885	50875	2235	1290	2495	-62885	50875
48	61.50	2290	1370	2470	-76085	61530	2290	1345	2470	-76085	61530	2290	1320	2470	-76085	61530
52	60.62	2345	1410	2460	-90775	73470	2345	1390	2460	-90775	73470	2345	1365	2460	-90775	73470
56	60.14	2405	1485	2455	-107025	86750	2405	1465	2455	-107025	86750	2405	1445	2455	-107025	91830
60	60.00	2470	1540	2465	-124890	101415	2470	1520	2465	-124890	101415	2470	1500	2465	-124890	112305
Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		120 mph					130 mph					140 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	156.00	1950	4765	5130	-5205	9570	1950	4765	5130	-6165	9570	1950	4765	5130	-7200	9570
16	120.50	1965	3595	4075	-7065	9510	1965	3595	4075	-7650	9510	1965	3595	4075	-8280	9510
20	100.00	1990	2885	3475	-11080	11715	1990	2885	3475	-11080	11715	1990	2885	3475	-11425	11715
24	87.00	2020	2405	3105	-16860	17610	2020	2405	3105	-16860	21165	2020	2405	3105	-16860	25005
28	78.29	2055	2060	2870	-23655	20945	2055	2060	2870	-23655	25305	2055	2060	2870	-23655	30015
32	72.25	2095	1800	2715	-31570	26850	2095	1800	2715	-31570	32370	2095	1800	2715	-31570	38335
36	68.00	2140	1600	2610	-40695	33235	2140	1600	2610	-40695	37560	2140	1600	2610	-40695	44615
40	65.00	2185	1430	2540	-51110	41465	2185	1430	2540	-51110	47420	2185	1430	2540	-51110	56355
44	62.91	2235	1290	2495	-62885	51625	2235	1290	2495	-62885	62110	2235	1290	2495	-62885	73680
48	61.50	2290	1295	2470	-76085	64290	2290	1245	2470	-76085	77345	2290	1185	2470	-76085	91650
52	60.62	2345	1340	2460	-90775	79500	2345	1285	2460	-90775	95630	2345	1225	2460	-90775	113195
56	60.14	2405	1425	2455	-107025	101435	2405	1375	2455	-107025	121865	2405	1325	2455	-107025	143935
60	60.00	2470	1475	2465	-124890	124010	2470	1430	2465	-124890	148925	2470	1380	2465	-128675	175835

Table E-25 - 120 ft Span, Variable Wind Load.

20 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

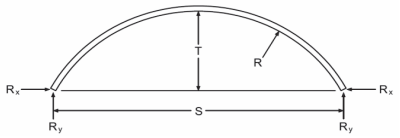
Wind Load

K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		150 mph					160 mph					170 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	156.00	1950	4765	5130	-8315	9620	1950	4765	5130	-9500	10875	1950	4765	5130	-10775	12250
16	120.50	1965	3595	4075	-8955	10230	1965	3595	4075	-10005	11755	1965	3595	4075	-11165	13375
20	100.00	1990	2885	3475	-12080	11715	1990	2885	3475	-12775	13220	1990	2885	3475	-13520	15155
24	87.00	2020	2405	3105	-16860	29130	2020	2405	3105	-16890	33540	2020	2405	3105	-19295	38230
28	78.29	2055	2060	2870	-23655	35075	2055	2060	2870	-23655	40485	2055	2060	2870	-23655	46240
32	72.25	2095	1800	2715	-31570	44740	2095	1800	2715	-31570	51585	2095	1800	2715	-31570	58870
36	68.00	2140	1600	2610	-40695	52190	2140	1600	2610	-40695	60285	2140	1600	2610	-40695	68905
40	65.00	2185	1430	2540	-51110	65950	2185	1430	2540	-51110	76210	2185	1430	2540	-51110	87130
44	62.91	2235	1290	2495	-62885	86175	2235	1290	2495	-62885	99535	2235	1290	2495	-64145	113750
48	61.50	2290	1170	2470	-76085	107190	2290	1170	2470	-76085	123805	2290	1170	2470	-80355	141490
52	60.62	2345	1165	2460	-90775	132370	2345	1100	2460	-90775	152865	2345	1065	2460	-99880	174685
56	60.14	2405	1270	2455	-112110	167635	2405	1210	2455	-118235	192970	2405	1150	2455	-132050	219945
60	60.00	2470	1330	2465	-135945	204735	2470	1270	2465	-143720	235630	2470	1210	2465	-162095	268515
Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		180 mph					190 mph					200 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	156.00	1950	4765	5130	-12140	13705	1950	4765	5130	-13585	15245	1950	4765	5130	-15110	16870
16	120.50	1965	3595	4075	-12400	15090	1965	3595	4075	-13705	16910	1965	3595	4075	-15080	18825
20	100.00	1990	2885	3475	-14305	17205	1990	2885	3475	-15140	19370	1990	2885	3475	-16285	21655
24	87.00	2020	2405	3105	-21845	43210	2020	2405	3105	-24540	48470	2020	2405	3105	-27380	54015
28	78.29	2055	2060	2870	-26365	52345	2055	2060	2870	-29630	58800	2055	2060	2870	-33070	65605
32	72.25	2095	1800	2715	-35555	66600	2095	1800	2715	-39940	74770	2095	1800	2715	-44555	83385
36	68.00	2140	1600	2610	-41660	78045	2140	1600	2610	-46825	87710	2140	1600	2610	-52270	97900
40	65.00	2185	1430	2540	-52645	98715	2185	1430	2540	-59165	110960	2185	1430	2540	-66040	123865
44	62.91	2235	1290	2495	-72320	128830	2235	1290	2495	-81070	144775	2235	1290	2495	-90425	161575
48	61.50	2290	1170	2470	-90580	160245	2290	1170	2470	-101390	180070	2290	1170	2470	-112780	200970
52	60.62	2345	1065	2460	-112560	197825	2345	1065	2460	-125965	222285	2345	1160	2460	-140095	248070
56	60.14	2405	1085	2455	-148730	248550	2405	1130	2455	-166370	278790	2405	1275	2455	-184955	310930
60	60.00	2470	1145	2465	-182530	303395	2470	1300	2465	-204135	340270	2470	1465	2465	-226905	379195

Table E-26 - 130 ft Span, Variable Wind Load.

20 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Wind Load

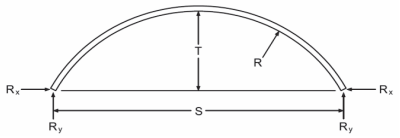
K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		105 mph					110 mph					115 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	182.04	2105	5595	5960	-4520	10640	2105	5595	5960	-5005	10640	2105	5595	5960	-5515	10640
16	140.03	2125	4215	4695	-6600	10100	2125	4215	4695	-6870	10100	2125	4215	4695	-7150	10100
20	115.63	2145	3380	3975	-10865	12065	2145	3380	3975	-10865	12065	2145	3380	3975	-10865	12065
24	100.02	2175	2825	3530	-16655	15550	2175	2825	3530	-16655	15550	2175	2825	3530	-16655	15550
28	89.45	2205	2420	3235	-23410	20250	2205	2420	3235	-23410	20250	2205	2420	3235	-23410	20645
32	82.02	2245	2120	3035	-31245	26060	2245	2120	3035	-31245	26060	2245	2120	3035	-31245	26060
36	76.68	2285	1880	2900	-40250	32970	2285	1880	2900	-40250	32970	2285	1880	2900	-40250	32970
40	72.81	2330	1685	2805	-50495	40995	2330	1685	2805	-50495	40995	2330	1685	2805	-50495	40995
44	70.01	2375	1525	2745	-62045	50170	2375	1525	2745	-62045	50170	2375	1525	2745	-62045	50170
48	68.01	2425	1440	2700	-74965	60540	2425	1415	2700	-74965	60540	2425	1390	2700	-74965	60540
52	66.63	2480	1480	2675	-89320	72145	2480	1455	2675	-89320	72145	2480	1425	2675	-89320	72145
56	65.72	2540	1520	2665	-105170	85035	2540	1495	2665	-105170	85035	2540	1470	2665	-105170	85035
60	65.21	2600	1600	2660	-122570	99255	2600	1575	2660	-122570	99255	2600	1550	2660	-122570	106520

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		120 mph					130 mph					140 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	182.04	2105	5595	5960	-6045	10640	2105	5595	5960	-7180	10640	2105	5595	5960	-8405	10640
16	140.03	2125	4215	4695	-7480	10100	2125	4215	4695	-8170	10100	2125	4215	4695	-9030	10220
20	115.63	2145	3380	3975	-10865	12065	2145	3380	3975	-11390	12065	2145	3380	3975	-12120	12065
24	100.02	2175	2825	3530	-16655	15550	2175	2825	3530	-16655	15550	2175	2825	3530	-16655	15550
28	89.45	2205	2420	3235	-23410	22840	2205	2420	3235	-23410	27510	2205	2420	3235	-23410	32555
32	82.02	2245	2120	3035	-31245	28790	2245	2120	3035	-31245	34625	2245	2120	3035	-31245	40925
36	76.68	2285	1880	2900	-40250	33960	2285	1880	2900	-40250	40965	2285	1880	2900	-40250	48535
40	72.81	2330	1685	2805	-50495	40995	2330	1685	2805	-50495	47495	2330	1685	2805	-50495	56395
44	70.01	2375	1525	2745	-62045	50170	2375	1525	2745	-62045	58795	2375	1525	2745	-62045	69845
48	68.01	2425	1390	2700	-74965	62860	2425	1390	2700	-74965	75595	2425	1390	2700	-74965	89680
52	66.63	2480	1400	2675	-89320	76950	2480	1340	2675	-89320	92535	2480	1280	2675	-89320	109660
56	65.72	2540	1440	2665	-105170	93635	2540	1380	2665	-105170	112585	2540	1320	2665	-105170	133285
60	65.21	2600	1530	2660	-122570	117630	2600	1475	2660	-122570	141275	2600	1420	2660	-122570	166805

Table E-26 - 130 ft Span, Variable Wind Load.

20 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

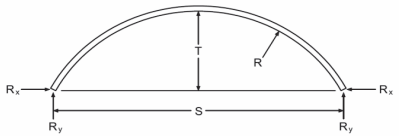
Wind Load

K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		150 mph					160 mph					170 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	182.04	2105	5595	5960	-9720	11245	2105	5595	5960	-11125	12700	2105	5595	5960	-12620	14275
16	140.03	2125	4215	4695	-10205	11835	2125	4215	4695	-11500	13570	2125	4215	4695	-12880	15410
20	115.63	2145	3380	3975	-12900	13130	2145	3380	3975	-13735	15170	2145	3380	3975	-14625	17345
24	100.02	2175	2825	3530	-16655	15550	2175	2825	3530	-17370	16855	2175	2825	3530	-18235	19390
28	89.45	2205	2420	3235	-23410	37975	2205	2420	3235	-23410	43770	2205	2420	3235	-25110	49940
32	82.02	2245	2120	3035	-31245	47690	2245	2120	3035	-31245	54925	2245	2120	3035	-33400	62625
36	76.68	2285	1880	2900	-40250	56660	2285	1880	2900	-40250	65345	2285	1880	2900	-40250	74590
40	72.81	2330	1685	2805	-50495	65960	2330	1685	2805	-50495	76180	2330	1685	2805	-50495	87060
44	70.01	2375	1525	2745	-62045	81715	2375	1525	2745	-62045	94405	2375	1525	2745	-62045	107915
48	68.01	2425	1390	2700	-74965	104850	2425	1390	2700	-74965	121070	2425	1390	2700	-77970	138335
52	66.63	2480	1270	2675	-89320	128210	2480	1270	2675	-89320	148045	2480	1270	2675	-95975	169150
56	65.72	2540	1250	2665	-105170	155810	2540	1175	2665	-105170	179890	2540	1165	2665	-117340	205525
60	65.21	2600	1360	2660	-128485	194230	2600	1295	2660	-135525	223545	2600	1225	2660	-152725	254755
Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		180 mph					190 mph					200 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	182.04	2105	5595	5960	-14230	15950	2105	5595	5960	-15940	17715	2105	5595	5960	-17735	19580
16	140.03	2125	4215	4695	-14340	17365	2125	4215	4695	-15880	19430	2125	4215	4695	-17510	21610
20	115.63	2145	3380	3975	-15610	19650	2145	3380	3975	-17130	22090	2145	3380	3975	-18735	24660
24	100.02	2175	2825	3530	-19150	22075	2175	2825	3530	-20120	24910	2175	2825	3530	-21140	27905
28	89.45	2205	2420	3235	-28425	56480	2205	2420	3235	-31925	63395	2205	2420	3235	-35615	70680
32	82.02	2245	2120	3035	-37785	70795	2245	2120	3035	-42420	79425	2245	2120	3035	-47310	88530
36	76.68	2285	1880	2900	-44990	84400	2285	1880	2900	-50530	94765	2285	1880	2900	-56370	105695
40	72.81	2330	1685	2805	-52570	98600	2330	1685	2805	-59075	110800	2330	1685	2805	-65930	123660
44	70.01	2375	1525	2745	-65145	122240	2375	1525	2745	-73200	137385	2375	1525	2745	-81695	153350
48	68.01	2425	1390	2700	-87895	156650	2425	1390	2700	-98515	176010	2425	1390	2700	-109865	196415
52	66.63	2480	1270	2675	-108175	191540	2480	1270	2675	-121070	215210	2480	1270	2675	-134660	240160
56	65.72	2540	1165	2665	-132230	232710	2540	1165	2665	-147970	261450	2540	1270	2665	-164560	291745
60	65.21	2600	1155	2660	-172010	287855	2600	1220	2660	-192395	322845	2600	1380	2660	-213885	360145

Table E-27 - 140 ft Span, Variable Wind Load.

20 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to $C_D = 1.0$.
Use ASD design procedure only.

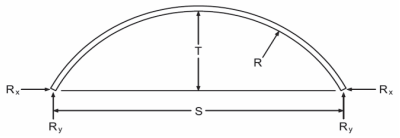
Wind Load

$K_{zt} = 1.0$
$K_d = 0.85$

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		105 mph					110 mph					115 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	210.17	2265	6485	6850	-5175	11800	2265	6485	6850	-5745	11800	2265	6485	6850	-6340	11800
16	161.13	2280	4890	5370	-6880	10745	2280	4890	5370	-7195	10745	2280	4890	5370	-7550	10745
20	132.50	2300	3920	4515	-10645	12450	2300	3920	4515	-10645	12450	2300	3920	4515	-10860	12450
24	114.08	2330	3275	3980	-16455	15775	2330	3275	3980	-16455	15775	2330	3275	3980	-16455	15775
28	101.50	2360	2810	3625	-23190	20340	2360	2810	3625	-23190	20340	2360	2810	3625	-23190	22525
32	92.56	2390	2455	3380	-30970	26020	2390	2455	3380	-30970	26020	2390	2455	3380	-30970	26100
36	86.06	2430	2180	3210	-39875	32785	2430	2180	3210	-39875	32785	2430	2180	3210	-39875	32785
40	81.25	2470	1960	3090	-49975	40640	2470	1960	3090	-49975	40640	2470	1960	3090	-49975	40640
44	77.68	2515	1775	3005	-61340	49610	2515	1775	3005	-61340	49610	2515	1775	3005	-61340	49610
48	75.04	2565	1620	2945	-74030	59730	2565	1620	2945	-74030	59730	2565	1620	2945	-74030	59730
52	73.12	2615	1550	2905	-88105	71050	2615	1520	2905	-88105	71050	2615	1495	2905	-88105	71050
56	71.75	2670	1590	2880	-103615	83605	2670	1560	2880	-103615	83605	2670	1530	2880	-103615	83605
60	70.83	2730	1630	2870	-120620	97445	2730	1600	2870	-120620	97445	2730	1575	2870	-120620	98720
Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		120 mph					130 mph					140 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	210.17	2265	6485	6850	-6960	11800	2265	6485	6850	-8285	11800	2265	6485	6850	-9715	11800
16	161.13	2280	4890	5370	-7935	10745	2280	4890	5370	-8955	10745	2280	4890	5370	-10215	11735
20	132.50	2300	3920	4515	-11235	12450	2300	3920	4515	-12030	12450	2300	3920	4515	-12885	12840
24	114.08	2330	3275	3980	-16455	15775	2330	3275	3980	-16455	15775	2330	3275	3980	-16580	15775
28	101.50	2360	2810	3625	-23190	24880	2360	2810	3625	-23190	29890	2360	2810	3625	-23190	35305
32	92.56	2390	2455	3380	-30970	28905	2390	2455	3380	-30970	34875	2390	2455	3380	-30970	41320
36	86.06	2430	2180	3210	-39875	36075	2430	2180	3210	-39875	43415	2430	2180	3210	-39875	51350
40	81.25	2470	1960	3090	-49975	42065	2470	1960	3090	-49975	50755	2470	1960	3090	-49975	60145
44	77.68	2515	1775	3005	-61340	49610	2515	1775	3005	-61340	58765	2515	1775	3005	-61340	69765
48	75.04	2565	1620	2945	-74030	59730	2565	1620	2945	-74030	71555	2565	1620	2945	-74030	84975
52	73.12	2615	1485	2905	-88105	75340	2615	1485	2905	-88105	90560	2615	1485	2905	-88105	107435
56	71.75	2670	1500	2880	-103615	90885	2670	1440	2880	-103615	109245	2670	1370	2880	-103615	129470
60	70.83	2730	1540	2870	-120620	109070	2730	1480	2870	-120620	131085	2730	1410	2870	-120620	155210

Table E-27 - 140 ft Span, Variable Wind Load.

20 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to $C_D = 1.0$.
Use ASD design procedure only.

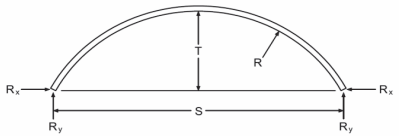
Wind Load

$K_{zt} = 1.0$
$K_d = 0.85$

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		150 mph					160 mph					170 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	210.17	2265	6485	6850	-11245	13000	2265	6485	6850	-12890	14660	2265	6485	6850	-14635	16455
16	161.13	2280	4890	5370	-11620	13560	2280	4890	5370	-13135	15520	2280	4890	5370	-14745	17600
20	132.50	2300	3920	4515	-13805	14975	2300	3920	4515	-14790	17265	2300	3920	4515	-16070	19700
24	114.08	2330	3275	3980	-17480	16430	2330	3275	3980	-18440	19070	2330	3275	3980	-19465	21880
28	101.50	2360	2810	3625	-23190	41115	2360	2810	3625	-23750	47330	2360	2810	3625	-27100	53945
32	92.56	2390	2455	3380	-30970	48240	2390	2455	3380	-30970	55640	2390	2455	3380	-31870	63520
36	86.06	2430	2180	3210	-39875	59865	2430	2180	3210	-39875	68970	2430	2180	3210	-41895	78665
40	81.25	2470	1960	3090	-49975	70225	2470	1960	3090	-49975	81005	2470	1960	3090	-49975	92480
44	77.68	2515	1775	3005	-61340	81575	2515	1775	3005	-61340	94200	2515	1775	3005	-61340	107645
48	75.04	2565	1620	2945	-74030	99390	2565	1620	2945	-74030	114800	2565	1620	2945	-74030	131200
52	73.12	2615	1485	2905	-88105	125575	2615	1485	2905	-88105	144965	2615	1485	2905	-93300	165605
56	71.75	2670	1365	2880	-103615	151325	2670	1365	2880	-103615	174690	2670	1365	2880	-113130	199560
60	70.83	2730	1335	2870	-120620	181390	2730	1260	2870	-120620	209370	2730	1260	2870	-136375	239160
Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		180 mph					190 mph					200 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
12	210.17	2265	6485	6850	-16505	18360	2265	6485	6850	-18490	20375	2265	6485	6850	-20585	22495
16	161.13	2280	4890	5370	-16450	19810	2280	4890	5370	-18255	22140	2280	4890	5370	-20160	24600
20	132.50	2300	3920	4515	-17755	22280	2300	3920	4515	-19535	25010	2300	3920	4515	-21410	27890
24	114.08	2330	3275	3980	-20550	24855	2330	3275	3980	-21695	28005	2330	3275	3980	-22975	31325
28	101.50	2360	2810	3625	-30660	60960	2360	2810	3625	-34420	68375	2360	2810	3625	-38380	76190
32	92.56	2390	2455	3380	-36070	71875	2390	2455	3380	-40510	80705	2390	2455	3380	-45195	90015
36	86.06	2430	2180	3210	-47395	88945	2430	2180	3210	-53210	99810	2430	2180	3210	-59335	111270
40	81.25	2470	1960	3090	-55730	104650	2470	1960	3090	-62590	117510	2470	1960	3090	-69820	131070
44	77.68	2515	1775	3005	-64935	121900	2515	1775	3005	-72955	136970	2515	1775	3005	-81410	152855
48	75.04	2565	1620	2945	-79160	148600	2565	1620	2945	-88925	166990	2565	1620	2945	-99225	186375
52	73.12	2615	1485	2905	-105165	187495	2615	1485	2905	-117855	210640	2615	1485	2905	-131420	235035
56	71.75	2670	1365	2880	-127495	225935	2670	1365	2880	-142680	253820	2670	1365	2880	-158690	283210
60	70.83	2730	1260	2870	-153665	270755	2730	1260	2870	-171940	304155	2730	1380	2870	-191210	339355

Table E-28 - 150 ft Span, Variable Wind Load.

20 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to $C_D = 1.0$.
Use ASD design procedure only.

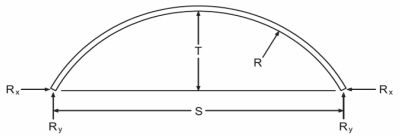
Wind Load

$K_{zt} = 1.0$
$K_d = 0.85$

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		105 mph					110 mph					115 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
14	207.89	2430	6400	6820	-6150	11700	2430	6400	6820	-6775	11700	2430	6400	6820	-7430	11700
18	165.25	2450	4995	5535	-8840	11895	2450	4995	5535	-9225	11895	2450	4995	5535	-9650	11895
22	138.84	2470	4095	4750	-13240	14275	2470	4095	4750	-13240	14275	2470	4095	4750	-13240	14275
26	121.17	2495	3470	4235	-19505	18105	2495	3470	4235	-19505	18105	2495	3470	4235	-19505	18105
30	108.75	2525	3010	3885	-26720	23115	2525	3010	3885	-26720	23670	2525	3010	3885	-26720	26300
34	99.72	2560	2655	3640	-34990	29215	2560	2655	3640	-34990	29215	2560	2655	3640	-34990	30190
38	93.01	2600	2375	3460	-44395	36380	2600	2375	3460	-44395	36380	2600	2375	3460	-44395	37330
42	87.96	2640	2145	3335	-54985	44625	2640	2145	3335	-54985	44625	2640	2145	3335	-54985	44625
46	84.14	2685	1950	3240	-66835	53975	2685	1950	3240	-66835	53975	2685	1950	3240	-66835	53975
50	81.25	2730	1790	3175	-79990	64460	2730	1790	3175	-79990	64460	2730	1790	3175	-79990	64460
54	79.08	2780	1645	3130	-94515	76125	2780	1645	3130	-94515	76125	2780	1645	3130	-94515	76125
58	77.49	2835	1675	3100	-110450	89005	2835	1645	3100	-110450	89005	2835	1615	3100	-110450	89005
60	76.88	2860	1695	3090	-118970	95915	2860	1665	3090	-118970	95915	2860	1635	3090	-118970	96055
Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		120 mph					130 mph					140 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
14	207.89	2430	6400	6820	-8110	11700	2430	6400	6820	-9560	11700	2430	6400	6820	-11125	13000
18	165.25	2450	4995	5535	-10085	11895	2450	4995	5535	-11020	11895	2450	4995	5535	-12235	13960
22	138.84	2470	4095	4750	-13620	14275	2470	4095	4750	-14535	14275	2470	4095	4750	-15525	15175
26	121.17	2495	3470	4235	-19505	18105	2495	3470	4235	-19505	18105	2495	3470	4235	-19505	18105
30	108.75	2525	3010	3885	-26720	29045	2525	3010	3885	-26720	34885	2525	3010	3885	-26720	41195
34	99.72	2560	2655	3640	-34990	33420	2560	2655	3640	-34990	40300	2560	2655	3640	-34990	47725
38	93.01	2600	2375	3460	-44395	41265	2600	2375	3460	-44395	49630	2600	2375	3460	-44395	58660
42	87.96	2640	2145	3335	-54985	47640	2640	2145	3335	-54985	57435	2640	2145	3335	-54985	68010
46	84.14	2685	1950	3240	-66835	53975	2685	1950	3240	-66835	65030	2685	1950	3240	-66835	77165
50	81.25	2730	1790	3175	-79990	64750	2730	1790	3175	-79990	78305	2730	1790	3175	-79990	92950
54	79.08	2780	1645	3130	-94515	81470	2780	1645	3130	-94515	97970	2780	1645	3130	-94515	116195
58	77.49	2835	1585	3100	-110450	97280	2835	1520	3100	-110450	116890	2835	1520	3100	-110450	138610
60	76.88	2860	1605	3090	-118970	106105	2860	1535	3090	-118970	127495	2860	1465	3090	-118970	151110

Table E-28 - 150 ft Span, Variable Wind Load.

20 psf Dead Load
20 psf Construction Load
No Ground Snow Load



Notes:

All values normalized to C_D = 1.0.
Use ASD design procedure only.

Wind Load

K_{zt} = 1.0
K_d = 0.85

Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		150 mph					160 mph					170 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
14	207.89	2430	6400	6820	-12805	14865	2430	6400	6820	-14600	16880	2430	6400	6820	-16515	19055
18	165.25	2450	4995	5535	-13850	16180	2450	4995	5535	-15585	18550	2450	4995	5535	-17435	21075
22	138.84	2470	4095	4750	-16585	17730	2470	4095	4750	-17720	20460	2470	4095	4750	-18930	23365
26	121.17	2495	3470	4235	-20545	19330	2495	3470	4235	-21660	22440	2495	3470	4235	-22840	25750
30	108.75	2525	3010	3885	-26720	47970	2525	3010	3885	-27665	55215	2525	3010	3885	-31560	62925
34	99.72	2560	2655	3640	-34990	55700	2560	2655	3640	-34990	64225	2560	2655	3640	-36730	73300
38	93.01	2600	2375	3460	-44395	68365	2600	2375	3460	-44395	78735	2600	2375	3460	-47785	89780
42	87.96	2640	2145	3335	-54985	79375	2640	2145	3335	-54985	91515	2640	2145	3335	-55575	104445
46	84.14	2685	1950	3240	-66835	90195	2685	1950	3240	-66835	104125	2685	1950	3240	-66835	118955
50	81.25	2730	1790	3175	-79990	108680	2730	1790	3175	-79990	125490	2730	1790	3175	-79990	143385
54	79.08	2780	1645	3130	-94515	135770	2780	1645	3130	-94515	156700	2780	1645	3130	-100490	178975
58	77.49	2835	1520	3100	-110450	161965	2835	1520	3100	-110450	186930	2835	1520	3100	-120595	213505
60	76.88	2860	1465	3090	-118970	176570	2860	1465	3090	-118970	203785	2860	1465	3090	-131845	232755
Rise [T] (ft)	Radius [R] (ft)	Basic Wind Speed [V]														
		180 mph					190 mph					200 mph				
		R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb	R_y lbs	R_x lbs	F_a lbs	M^- in-lb	M^+ in-lb
14	207.89	2430	6400	6820	-18545	21360	2430	6400	6820	-20720	23800	2430	6400	6820	-23010	26370
18	165.25	2450	4995	5535	-19390	23755	2450	4995	5535	-21465	26585	2450	4995	5535	-23650	29570
22	138.84	2470	4095	4750	-20820	26445	2470	4095	4750	-22875	29700	2470	4095	4750	-25040	33135
26	121.17	2495	3470	4235	-24095	29265	2495	3470	4235	-25420	32975	2495	3470	4235	-26910	36890
30	108.75	2525	3010	3885	-35690	71100	2525	3010	3885	-40060	79750	2525	3010	3885	-44660	88860
34	99.72	2560	2655	3640	-41560	82925	2560	2655	3640	-46665	93105	2560	2655	3640	-52050	103830
38	93.01	2600	2375	3460	-54040	101490	2600	2375	3460	-60655	113865	2600	2375	3460	-67625	126915
42	87.96	2640	2145	3335	-62885	118155	2640	2145	3335	-70605	132650	2640	2145	3335	-78750	147930
46	84.14	2685	1950	3240	-71710	134680	2685	1950	3240	-80555	151305	2685	1950	3240	-89880	168830
50	81.25	2730	1790	3175	-86440	162370	2730	1790	3175	-97100	182435	2730	1790	3175	-108335	203585
54	79.08	2780	1645	3130	-113370	202600	2780	1645	3130	-127250	227580	2780	1645	3130	-141880	253905
58	77.49	2835	1520	3100	-135910	241695	2835	1520	3100	-152095	271490	2835	1520	3100	-169385	302900
60	76.88	2860	1465	3090	-148575	263475	2860	1465	3090	-166260	295960	2860	1465	3090	-184900	330195

Appendix F: Connection Tables

Appendix F displays tables showing design connection strength values of bolts for varying connection skew angles. Linear interpolation is allowed to find values for skews between those shown.

Table F-1 - 19° Skew Angle Lamella Shear Connection Strength [Z] (lbs/bolt)								
Wood Specific Gravity [G]	Bolt Diameter							
	1/4"	5/16"	3/8"	1/2"	5/8"	3/4"	7/8"	1"
0.31	135	165	210	300	335	365	395	425
0.35	150	180	230	355	400	435	470	505
0.36	155	185	235	370	415	455	490	525
0.37	155	190	240	385	430	475	510	545
0.38	160	190	245	400	450	490	530	570
0.39	165	195	250	410	465	510	550	590
0.40	165	200	255	420	485	530	575	615
0.41	170	200	255	430	500	550	595	635
0.42	170	205	260	435	520	570	615	660
0.43	175	210	265	445	535	590	635	680
0.44	180	215	270	450	555	610	660	705
0.45	180	215	275	460	575	630	680	725
0.46	185	220	280	465	595	650	700	750
0.47	185	225	285	470	610	670	725	775
0.48	190	225	290	480	630	690	745	800
0.49	190	230	295	485	650	710	770	825
0.50	195	235	300	495	670	735	795	850
0.51	200	240	300	500	690	755	815	870
0.52	200	240	305	510	710	775	840	895
0.53	205	245	310	515	730	800	865	920
0.54	205	250	315	525	750	820	885	950
0.55	210	250	320	530	770	845	910	975
0.56	210	255	325	535	790	865	935	1000
0.57	215	260	330	545	805	890	960	1025
0.58	220	260	330	550	815	910	985	1050
0.67	240	290	370	610	905	1125	1215	1295
0.68	245	295	375	620	915	1145	1240	1325
0.71	250	305	385	640	945	1220	1320	1410
0.73	260	310	390	650	965	1270	1375	1470

Table F-2 - 20° Skew Angle Lamella Shear Connection Strength [Z] (lbs/bolt)								
Wood Specific Gravity [G]	Bolt Diameter							
	1/4"	5/16"	3/8"	1/2"	5/8"	3/4"	7/8"	1"
0.31	135	165	210	305	345	375	405	435
0.35	150	180	230	365	410	450	485	520
0.36	155	185	235	380	425	470	505	540
0.37	155	190	240	395	445	485	525	565
0.38	160	190	245	405	460	505	545	585
0.39	165	195	250	410	480	525	570	605
0.40	165	200	255	420	500	545	590	630
0.41	170	200	255	430	515	565	610	655
0.42	170	205	260	435	535	585	635	675
0.43	175	210	265	445	555	605	655	700
0.44	180	215	270	450	570	625	675	725
0.45	180	215	275	460	590	645	700	750
0.46	185	220	280	465	610	670	720	770
0.47	185	225	285	470	630	690	745	795
0.48	190	225	290	480	650	710	770	820
0.49	190	230	295	485	670	735	790	845
0.50	195	235	300	495	690	755	815	870
0.51	200	240	300	500	710	775	840	895
0.52	200	240	305	510	730	800	865	925
0.53	205	245	310	515	750	820	890	950
0.54	205	250	315	525	770	845	910	975
0.55	210	250	320	530	785	865	935	1000
0.56	210	255	325	535	795	890	960	1030
0.57	215	260	330	545	805	915	985	1055
0.58	220	260	330	550	815	935	1010	1080
0.67	240	290	370	610	905	1155	1250	1335
0.68	245	295	375	620	915	1180	1275	1365
0.71	250	305	385	640	945	1255	1355	1450
0.73	260	310	390	650	965	1310	1415	1510

Table F-3 - 21° Skew Angle Lamella Shear Connection Strength [Z] (lbs/bolt)								
Wood Specific Gravity [G]	Bolt Diameter							
	1/4"	5/16"	3/8"	1/2"	5/8"	3/4"	7/8"	1"
0.31	135	165	210	315	355	390	420	450
0.35	150	180	230	375	420	465	500	535
0.36	155	185	235	390	440	480	520	555
0.37	155	190	240	395	460	500	540	580
0.38	160	190	245	405	475	520	565	605
0.39	165	195	250	410	495	540	585	625
0.40	165	200	255	420	515	560	610	650
0.41	170	200	255	430	530	585	630	675
0.42	170	205	260	435	550	605	650	695
0.43	175	210	265	445	570	625	675	720
0.44	180	215	270	450	590	645	700	745
0.45	180	215	275	460	610	665	720	770
0.46	185	220	280	465	630	690	745	795
0.47	185	225	285	470	650	710	770	820
0.48	190	225	290	480	670	735	790	845
0.49	190	230	295	485	690	755	815	875
0.50	195	235	300	495	710	780	840	900
0.51	200	240	300	500	730	800	865	925
0.52	200	240	305	510	750	825	890	950
0.53	205	245	310	515	765	845	915	980
0.54	205	250	315	525	775	870	940	1005
0.55	210	250	320	530	785	895	965	1030
0.56	210	255	325	535	795	915	990	1060
0.57	215	260	330	545	805	940	1015	1085
0.58	220	260	330	550	815	965	1045	1115
0.67	240	290	370	610	905	1190	1285	1375
0.68	245	295	375	620	915	1215	1315	1405
0.71	250	305	385	640	945	1295	1400	1495
0.73	260	310	390	650	965	1325	1455	1560

Table F-4 - 22° Skew Angle Lamella Shear Connection Strength [Z] (lbs/bolt)								
Wood Specific Gravity [G]	Bolt Diameter							
	1/4"	5/16"	3/8"	1/2"	5/8"	3/4"	7/8"	1"
0.31	135	165	210	325	365	400	435	465
0.35	150	180	230	380	435	480	515	555
0.36	155	185	235	390	455	500	540	575
0.37	155	190	240	395	475	520	560	600
0.38	160	190	245	405	490	540	585	625
0.39	165	195	250	410	510	560	605	645
0.40	165	200	255	420	530	580	630	670
0.41	170	200	255	430	550	600	650	695
0.42	170	205	260	435	570	625	675	720
0.43	175	210	265	445	590	645	695	745
0.44	180	215	270	450	610	665	720	770
0.45	180	215	275	460	630	690	745	795
0.46	185	220	280	465	650	710	770	825
0.47	185	225	285	470	670	735	795	850
0.48	190	225	290	480	690	760	820	875
0.49	190	230	295	485	710	780	845	900
0.50	195	235	300	495	730	805	870	930
0.51	200	240	300	500	740	825	895	955
0.52	200	240	305	510	755	850	920	985
0.53	205	245	310	515	765	875	945	1010
0.54	205	250	315	525	775	900	970	1040
0.55	210	250	320	530	785	925	1000	1065
0.56	210	255	325	535	795	950	1025	1095
0.57	215	260	330	545	805	975	1050	1125
0.58	220	260	330	550	815	1000	1080	1150
0.67	240	290	370	610	905	1230	1330	1420
0.68	245	295	375	620	915	1255	1360	1450
0.71	250	305	385	640	945	1300	1445	1545
0.73	260	310	390	650	965	1325	1505	1610

Table F-5 - 22.5° Skew Angle Lamella Shear Connection Strength [Z] (lbs/bolt)								
Wood Specific Gravity [G]	Bolt Diameter							
	1/4"	5/16"	3/8"	1/2"	5/8"	3/4"	7/8"	1"
0.31	135	165	210	330	370	410	440	470
0.35	150	180	230	380	445	485	525	560
0.36	155	185	235	390	465	505	550	585
0.37	155	190	240	395	480	530	570	610
0.38	160	190	245	405	500	550	595	635
0.39	165	195	250	410	520	570	615	660
0.40	165	200	255	420	540	590	640	685
0.41	170	200	255	430	560	615	660	710
0.42	170	205	260	435	580	635	685	735
0.43	175	210	265	445	600	655	710	760
0.44	180	215	270	450	620	680	735	785
0.45	180	215	275	460	640	700	760	810
0.46	185	220	280	465	660	725	785	835
0.47	185	225	285	470	680	745	810	865
0.48	190	225	290	480	705	770	835	890
0.49	190	230	295	485	720	795	860	915
0.50	195	235	300	495	730	820	885	945
0.51	200	240	300	500	740	840	910	970
0.52	200	240	305	510	755	865	935	1000
0.53	205	245	310	515	765	890	960	1030
0.54	205	250	315	525	775	915	990	1055
0.55	210	250	320	530	785	940	1015	1085
0.56	210	255	325	535	795	965	1040	1115
0.57	215	260	330	545	805	990	1070	1145
0.58	220	260	330	550	815	1015	1095	1170
0.67	240	290	370	610	905	1245	1350	1445
0.68	245	295	375	620	915	1260	1380	1475
0.71	250	305	385	640	945	1300	1470	1575
0.73	260	310	390	650	965	1325	1530	1635