

# PHOENIX CITY COUNCIL FORMAL AGENDA



Mayor  
Kate Gallego

Vice Mayor  
District 2  
Jim Waring

District 1  
Thelda Williams

District 3  
Debra Stark

District 4  
Laura Pastor

District 5  
Vania Guevara

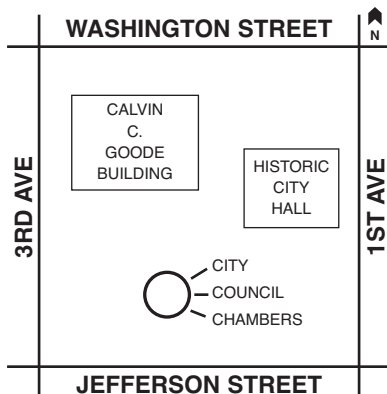
District 6  
Sal DiCiccio

District 7  
Michael Nowakowski

District 8  
Felicita Mendoza

*Online agendas and  
results available at  
[www.phoenix.gov](http://www.phoenix.gov)*

City Council Chambers  
200 W. Jefferson St.  
Phoenix, AZ 85003



## WELCOME!

Thank you for participating in the process of representative local government. We welcome your interest and hope you and your neighbors will often attend Phoenix City Council meetings. Democracy cannot endure without an informed and involved electorate.

Phoenix operates under a Council-Manager form of local government. Policy is set by the Mayor and Council, and the City Manager, who is appointed by the Council, directs staff to carry out the policies. This separation of policy-making and policy administration is considered the most economical and efficient form of city government.

## FORMAL CITY COUNCIL MEETINGS

The Council generally holds formal meetings at 2:30 p.m. on Wednesdays to take official action on Ordinances, Resolutions, and other items on the agenda. Although the formal agenda is subject to change, all changes to the printed agenda will be available at least 24 hours prior to the meeting. Visit <https://www.phoenix.gov/cityclerk/publicmeetings> to view the agenda and meeting schedule.

The formal meeting may appear to proceed very quickly, with important decisions reached with little discussion. However, councilmembers receive the agenda the week prior to the meeting, giving them the opportunity to study every item and to ask questions of City staff members. If no additional information is presented at the meeting, action may be taken without discussion.

## HOW CITIZENS CAN PARTICIPATE

The public may request to address the Council regarding an agenda item by submitting a yellow Request to Speak card at the meeting, or may submit a white card to state their support or opposition to an item for the record without speaking. Individuals should arrive and submit a card by the beginning of the meeting, before action is taken on the item. After action has been taken on an item, cards will not be accepted.

In addition, Citizen Comments are heard for up to 15 minutes at the start of the regular formal meeting and, if necessary, for up to 15 minutes (unless extended by the Chair) before adjournment or recess provided a quorum of the Council is present. Any member of the public will be given three minutes to address the Council on issues of interest or concern to them. Speakers will be called in the order in which requests to speak are received. As mandated by the Arizona Open Meeting Law, officials will not discuss matters raised during the Citizen Comment session, but may respond to personal criticism, and may direct staff to follow-up with the citizen.

If you have an individual concern involving the City, you are encouraged to contact your District councilmember at 602-262-7029 or the City Manager's Office at 602-262-4449. To reach the Mayor's Office, call 602-262-7111. We will do everything possible to be responsive to your individual requests.

## REGISTERED LOBBYISTS

Individuals paid to lobby on behalf of persons or organizations other than themselves must register with the City Clerk prior to lobbying or within five business days thereafter and must re-register annually. If you have any questions about registration or whether or not you must register, visit <https://www.phoenix.gov/cityclerk/publicmeetings> or contact the City Clerk's Office at 602-256-3186.

## ACCESSIBILITY

An assistive listening system is available in the Council Chambers for individuals with hearing loss. Obtain a headset unit at the entrance table in the Chambers. In addition, the City Clerk's Office will provide sign language interpreting services. Please call 602-256-3186 or Relay 7-1-1 as early as possible to coordinate needed arrangements.

Si necesita asistencia o traducción en español, favor de llamar lo mas pronto posible a la oficina de la Secretaría Municipal de Phoenix al 602-256-3186.

# City of Phoenix Council members and district boundaries



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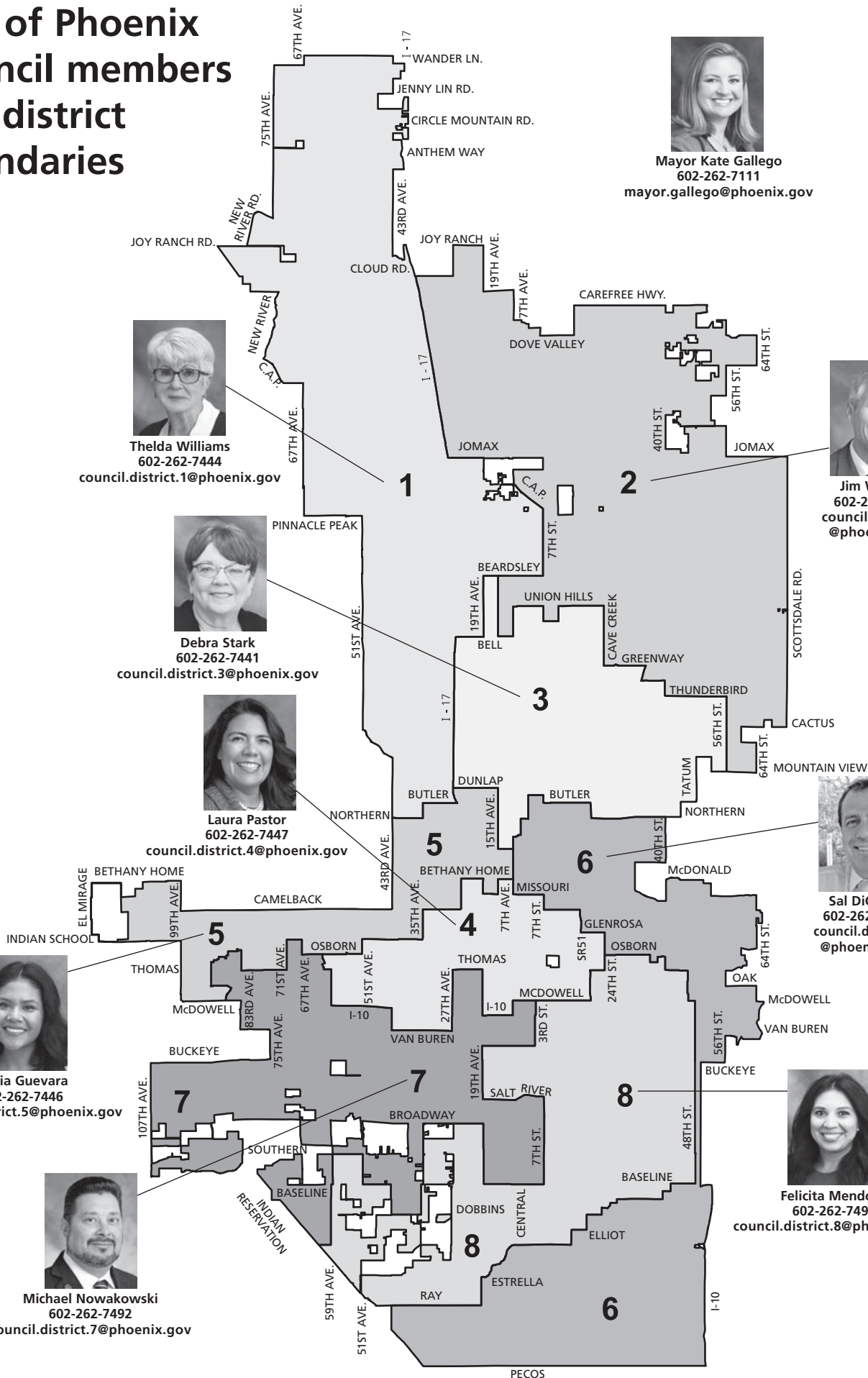
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# Agenda

## City Council Formal Meeting

Wednesday, April 3, 2019

2:30 PM

phoenix.gov

**\*\*\*REVISED April 2, 2019\*\*\***

**Items Requested to be Continued: 75, 77, 107; Item Added: 108**

### CALL TO ORDER AND ROLL CALL

### CITIZEN COMMENTS

### MINUTES OF MEETINGS

- |   |   |         |
|---|---|---------|
| 1 | For Approval or Correction, the Minutes of the Formal Meeting on Dec. 5, 2018 | Page 13 |
|---|---|---------|

### BOARDS AND COMMISSIONS

- |   |  |         |
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| 2 | Mayor and Council Appointments to Boards and Commissions | Page 14 |
|---|--|---------|

### LIQUOR LICENSES, BINGO, AND OFF-TRACK BETTING LICENSE APPLICATIONS

- |    |  |                      |
|----|--|----------------------|
| 3  | Liquor License - Matty G's   | District 1 - Page 16 |
| 4  | Liquor License - Special Event - Free Serbian Orthodox Church St. Nicholas     | District 3 - Page 22 |
| 5  | Liquor License - Spinato's Pizza   | District 3 - Page 23 |
| 6  | Liquor License - Las Islitas De San Blas                                       | District 4 - Page 25 |
| 7  | Liquor License - MOD Pizza   | District 4 - Page 30 |
| 8  | Liquor License - Special Event - Arizona Roller Derby Organization             | District 6 - Page 35 |
| 9  | Liquor License - Special Event - Madison District Educational Foundation, Inc. | District 6 - Page 36 |
| 10 | Liquor License - Special Event - Madison District Educational Foundation, Inc. | District 6 - Page 37 |

11	<b>Liquor License - Spinato's Pizza</b>	District 6 - Page 38
12	<b>Liquor License - Spinato's Pizza</b>	District 6 - Page 40
13	<b>Liquor License - Butler's Easy</b>	District 6 - Page 42
14	<b>Liquor License - Century Grand</b>	District 6 - Page 48
15	<b>Liquor License - Sushi Brokers</b>	District 6 - Page 53
16	<b>Liquor License - Dog Haus Biergarten</b>	District 7 - Page 59
17	<b>Liquor License - Teaspressa</b>	District 7 - Page 63
18	<b>Liquor License - Special Event - Liberty Wildlife, Inc.</b>	District 8 - Page 69
19	<b>Liquor License - Club at PHX</b>	District 8 - Page 70
20	<b>Liquor License - Smokes R Us</b>	District 8 - Page 72

**PAYMENT ORDINANCE (Ordinance S-45493) (Items 21-28)**

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21	<b>Smiths Detection, Inc.</b>
22	<b>Settlement of Claim(s) Zepeda v. City of Phoenix</b>
23	<b>ProRider, Inc.</b>
24	<b>Life Technologies Corporation</b>
25	<b>Combs Construction Company, Inc.</b>
26	<b>G &amp; G Specialty Contractors, Inc.</b>
27	<b>Combs Construction Company, Inc.</b>
28	<b>Lee R. Bays Concrete &amp; Cooldecking, Inc. doing business as Lee Bays Supply</b>

**ADMINISTRATION**

29	<b>(CONTINUED FROM MARCH 6, 2019) - Temporary</b>
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- Staffing Services - Requirements Contract (Ordinance S-45422)**
- 30 **Establish a City of Phoenix Starting Full-Time Wage** Citywide - Page 82
- 31 **Public Comment on the Proposed MOU Between the City of Phoenix and LIUNA, Local 777 (Unit 1)** Citywide - Page 83
- 32 **Approving the MOU Between the City of Phoenix and LIUNA, Local 777 (Unit 1) (Resolution 21733)** Citywide - Page 84
- 33 **Designation of Voting Centers for the May 21, 2019 Runoff Election - Emergency Clause (Ordinance S-45537)** District 5 - Page 133  
District 8
- 34 **Appoint Election Officials and Boards for May 21, 2019 Runoff Election (Ordinance S-45538)** District 5 - Page 136  
District 8
- 35 **Multi-City Subregional Operating Group User Charge Rates (Ordinance G-6573)** Citywide - Page 137
- 36 **Business Roadmap Program Facilitation Services - Requirements Contract - RFQ 19-078 (Ordinance S-45505)** District 7 - Page 143
- 37 **Acquisition of Real Property Located at Northwest Corner of 59th Avenue and Baseline Road for Park-and-Ride and Transit Center (Ordinance S-45504)** District 7 - Page 145
- 38 **Acceptance and Dedication of an Easement for Public Utility Purposes (Ordinance S-45509)** District 8 - Page 147
- 39 **Printing Equipment Repair and Maintenance - Requirements Contract - RFA 18-240 (Ordinance S-45519)** Citywide - Page 148
- 40 **Mailroom Equipment, Supplies and Maintenance - State of Arizona Cooperative Contract - ADSPO16-16987 (Ordinance S-45523)** Citywide - Page 150
- 41 **Hazardous and Non-Hazardous Material Removal and** Citywide - Page 151
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**Disposal - Requirements Contract - RFP 14-012A  
(Ordinance S-45532)**

- 42 **Deferred Compensation Plan, Defined Contribution Plan, and Post Employment Health Plan Vendor Recommendation - Hyas Group (Ordinance S-45536)** Citywide - Page 152
- 43 **Request for City Council to Call to Meet in Executive Session on April 17, 2019 at 1 p.m.** Citywide - Page 154
- 44 **Transfer of Retirement Funds to Arizona State Retirement System (Ordinance S-45528)** Citywide - Page 155
- 45 **Transfer of Retirement Funds to Arizona State Retirement System (Ordinance S-45529)** Citywide - Page 156
- 46 **Transfer of Retirement Funds to Arizona State Retirement System (Ordinance S-45530)** Citywide - Page 157
- 47 **Transfer of Retirement Funds to Arizona State Retirement System (Ordinance S-45531)** Citywide - Page 158

**COMMUNITY SERVICES**

- 48 **Authorization to Apply for, Accept, and Implement U.S. Department of Housing and Urban Development Family Self-Sufficiency Service Coordinator Grant (Ordinance S-45514)** Citywide - Page 159
- 49 **Authorization to Apply for, Accept, and Implement U.S. Department of Housing and Urban Development Resident Opportunities and Self-Sufficiency Service Coordinator Grant (Ordinance S-45515)** District 8 - Page 161
- 50 **Authorization to Apply for, Accept and Disburse Area Agency on Aging, Region One, Inc., Grant for Home Delivered Meal Funds (Ordinance S-45521)** Citywide - Page 163
- 51 **Amend Contract with Wildfire for Weatherization Assistance Program Grant Services (Ordinance S-45499)** Citywide - Page 165
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- 52 **Phoenix Sky Harbor International Airport Terminal 3 North Bridge Artist Fabrication and Installation Contract (Ordinance S-45522)** District 8 - Page 167
- 53 **Artist Fabrication and Construction Oversight Contract for Community Well Site 84/88 Public Art Project (Ordinance S-45527)** District 5 - Page 169
- 54 **Margaret T. Hance Park Phase I Improvements - Construction Manager at Risk Preconstruction Services - PA75200553 (Ordinance S-45494)** District 7 - Page 171

### **ECONOMIC DEVELOPMENT**

- 55 **Authorization to Enter into Development Agreement with Hyatt Regency Phoenix Hotel Company, LP for Streetscape Improvement Project in Downtown Phoenix (Ordinance S-45516)** District 7 - Page 174
- 56 **Authorize Amendment to Phoenix Business and Workforce Development Board Bylaws (Ordinance S-45525)** Citywide - Page 176
- 57 **Issuance of Education Facility Revenue Bonds (Leman Academy of Excellence - Oro Valley Project), Series 2019 (Resolution 21731)** Out of City - Page 198
- 58 **Issuance of Education Facility Revenue Bonds (Summit School Project), Series 2019 (Resolution 21732)** District 6 - Page 199

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- 59 **Intergovernmental Agreement with Department of Homeland Security, U.S. Customs and Border Protection** Citywide - Page 200

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| 61 | <b>Aviation Department Information Technology Staffing Services Request for Proposals</b>   | District 8 - Page 203                              |
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| 63 | <b>Automated Passport Control Kiosks Contract Extension (Ordinance S-45507)</b>   | District 8 - Page 209                              |
| 64 | <b>Airport Apron Buses and Ground Support Equipment - AVN IFB 19-016 (Ordinance S-45513)</b>  | District 8 - Page 211                              |
| 65 | <b>Professional Technology Services Common Use System (Ordinance S-45524)</b>   | District 8 - Page 213                              |
| 66 | <b>Ground Lease with Sky Harbour, LLC at Deer Valley Airport (Ordinance S-45535)</b>  | District 1 - Page 215                              |
| 67 | <b>Purchase of Light and Medium Duty Vehicles - Contract Recommendation (Ordinance S-45497)</b>   | Citywide - Page 217                                |
| 68 | <b>Contract Award for Processing of Plastics #3 - #7 into Liquid Fuel and Enter into Land Lease at City of Phoenix Resource Innovation Campus - RFP 19-SW-007 (Ordinance S-45501)</b> | District 7 - Page 219                              |
| 69 | <b>Production Well and Related Equipment - Contract Extension (Ordinance S-45506)</b>   | Citywide - Page 222                                |
| 70 | <b>One-time Purchase of Live Floor Transfer Trailer (Ordinance S-45510)</b>   | District 7 - Page 223                              |
| 71 | <b>One-time Purchase of Runway Rubber Removal and Airfield Paint Removal Machine (Ordinance S-45511)</b>  | District 1 - Page 225<br>District 8<br>Out of City |
| 72 | <b>One-time Purchase of SealMaster Machines (Ordinance S-45512)</b>   | Citywide - Page 227                                |
| 73 | <b>Vehicle Glass Supply, Install, Repair and Tinting - Contract Recommendation (Ordinance S-45518)</b>  | Citywide - Page 228                                |
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- 74 **Reciprocal Agreement with Waste Management for Disposal of Solid Waste Material (Ordinance S-45526)** Citywide - Page 231
- \*75 **Water Services Department Small Valve Replacement Program - Job Order Contracting Services - 4108JOC168 - WS85500400 (Ordinance S-45495) \*\*\*REQUEST TO CONTINUE\*\*\*** Citywide - Page 232
- 76 **Water Services Department Small Valve Replacement Program - Engineering Services - WS85500400 (Ordinance S-45496)** Citywide - Page 234
- \*77 **Remote Facilities General Construction - Job Order Contracting Services - 4108JOC173 (Ordinance S-45500) \*\*\*REQUEST TO CONTINUE\*\*\*** Citywide - Page 236
- 78 **West Anthem Water and Wastewater Infrastructure Improvements - Engineering Services - WS85500416 (WS90500276) (Ordinance S-45502)** District 1 - Page 238
- 79 **Transmission Main Inspection and Assessment Program - Job Order Contracting Services - 4108JOC174 (Ordinance S-45508)** Citywide - Page 241
- 80 **Salt River Project Land Use License with City of Phoenix for Private Residential Subdivision Development Project - Laveen Gardens (Ordinance S-45520)** District 8 - Page 243
- 81 **Transportation Funding for Transportation Projects in Fiscal Year 2020 (Ordinance S-45533)** Citywide - Page 245
- 82 **Transmission Main Improvements - Construction Manager at Risk Construction Services - WS85507003 (Ordinance S-45498)** District 8 - Page 247
- 83 **Development Agreement between City of Phoenix and Granite Creek Farms LLC, for the Lift Station North of the Northwest Corner of Black Canyon Freeway and the Central Arizona Project Canal (Ordinance S-45503)** District 1 - Page 249
- 84 **Intergovernmental Agreement with New Magma** Citywide - Page 251
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**Irrigation & Drainage District for Groundwater Savings  
(Ordinance S-45517)**

**PLANNING AND ZONING MATTERS**

- |    |   |                       |
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| 85 | <b>Modification of Stipulation Request for Ratification of Jan. 16, 2019 Planning Hearing Officer Action - Z-96-06-7</b>                                | District 7 - Page 253 |
| 86 | <b>Modification of Stipulation Request for Ratification of Jan. 16, 2019 Planning Hearing Officer Action - Z-142-06-7</b>                               | District 7 - Page 260 |
| 87 | <b>Final Plat - Sky Crossing - Parcel 10 - 180106 - West of Black Mountain Parkway and North of Deer Valley Drive</b>                                   | District 2 - Page 264 |
| 88 | <b>Final Plat - Park Central Amended - 190001 - North of Catalina Drive and West of Central Avenue</b>  | District 4 - Page 265 |
| 89 | <b>Final Plat - The Corner at Bethany Home &amp; 19th - 180124 - Northeast corner of Bethany Home Road and 19th Avenue</b>                              | District 5 - Page 266 |
| 90 | <b>Final Plat - Re-plat of Goldman Ranch Lots 1-6, 80-84 - 180015 - South of Liberty Lane and North of State Route 202, West and East of 27th Place</b> | District 6 - Page 267 |
| 91 | <b>Final Plat - 28th Street Residences - 180143 - Southwest Corner of 28th Street and Oak Street</b>  | District 8 - Page 268 |
| 92 | <b>Abandonment of Right-of-Way - V180069A - Southeast Corner of Cinnabar Avenue and 10th Avenue (Resolution 21728)</b>                                  | District 3 - Page 269 |
| 93 | <b>Abandonment of Right-of-Way - V180070A - Southwest Corner of Ironwood Drive and 9th Avenue (Resolution 21729)</b>                                    | District 3 - Page 270 |
| 94 | <b>Abandonment of Right-of-Way - V180048A - 915 E. Missouri Ave. (Resolution 21727)</b>   | District 6 - Page 271 |
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- 95 **Abandonment of Easement - V180054A - 6300 N. Central Ave. (Resolution 21725)** District 6 - Page 272
- 96 **Abandonment of Easement - V180055A - 1809 W. Southern Ave. (Resolution 21726)** District 7 - Page 273
- 97 **Abandonment of Easement - V180077A - 100 N. 61st Ave. (Resolution 21730)** District 7 - Page 274
- 98 **PCD Major Amendment - Rezoning Application Z-275-Y-80-6 - Northwest Corner of 32nd Street and Amber Ridge Way** District 6 - Page 275
- 99 **Amend City Code - Ordinance Adoption - Rezoning Application Z-22-16-2 - Approximately 365 Feet East of the Southeast Corner of 25th Place and Rose Garden Lane (Ordinance G-6575)** District 2 - Page 279
- 100 **Amend City Code - Ordinance Adoption - Rezoning Application Z-78-18-2 - Approximately 100 Feet North of the Northwest Corner of 7th Avenue and Anderson Drive (Ordinance G-6576)** District 2 - Page 285
- 101 **Amend City Code - Ordinance Adoption - Rezoning Application Z-87-18-4 - Southeast Corner of Central Avenue and Indianola Avenue (Ordinance G-6579)**  
**\*\*\*REQUEST TO WITHDRAW\*\*\*** District 4 - Page 292
- 102 **Amend City Code - Ordinance Adoption - Rezoning Application Z-88-18-8 - Approximately 120 Feet East of the Northeast Corner of 11th Street and Washington Street (Ordinance G-6572)** District 8 - Page 301
- 103 **Amend City Code - Ordinance Adoption - Rezoning Application Z-84-18-6 - Approximately 370 Feet South and 330 Feet West of the Southwest Corner of 7th Street and Maryland Avenue (Ordinance G-6577)** District 6 - Page 307
- 104 **Amend City Code - Ordinance Adoption - Rezoning** District 6 - Page 313
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**Application Z-SP-9-18-6 - Approximately 370 Feet South of the Southwest Corner of 7th Street and Maryland Avenue (Ordinance G-6578)**

- 105 **Public Hearing and Resolution Adoption - General Plan Amendment GPA-DV-2-18-1 (Companion Case Z-82-18-1) - Approximately 477 Feet South of the Southeast Corner of 23rd Avenue and Alameda Road (Resolution 21734)** District 1 - Page 320
  
- 106 **Public Hearing - Amend City Code and Ordinance Adoption - Rezoning Application Z-82-18-1 - Approximately 477 Feet South of the Southeast Corner of 23rd Avenue and Alameda Road (Ordinance G-6574)** District 1 - Page 334
  
- \*107 **Public Hearing - PCD Major Amendment - Rezoning Application Z-66-C-96-1 - Northwest Corner of 41st Drive and Fortune Drive \*\*\*REQUEST TO CONTINUE\*\*\*** District 1 - Page 372

**ADD-ON ITEMS**

- \*108 **Amend the Rules of Council Proceedings (Ordinance G-6580) \*\*\*REQUEST TO ADD-ON\*\*\*** Citywide - Page 392

**REPORTS FROM CITY MANAGER, COMMITTEES OR CITY OFFICIALS**

**CITIZEN COMMENTS**

**ADJOURN**



City of Phoenix

## City Council Formal Meeting

### City Council Report

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**Agenda Date:** 4/3/2019, **Item No.** 1

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### **For Approval or Correction, the Minutes of the Formal Meeting on Dec. 5, 2018**

#### **Summary**

This item transmits the minutes of the Formal Meeting of Dec. 5, 2018, 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 Acting Deputy City Manager Toni Maccarone and the City Clerk Department.



City of Phoenix

## City Council Formal Meeting

### City Council Report

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**Agenda Date:** 4/3/2019, **Item No.** 2

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#### **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  
**From:** Kate Gallego  
Mayor

**Date:** April 3, 2019

**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**

Councilwoman Vania Guevara recommends the following individual for appointment:

#### Jamaar Williams

Mr. Williams is an attorney at the Maricopa County Public Defender's Office. He is a resident of District 5 and fills a vacancy on the committee for a term to expire November 19, 2020.

### **Public Safety Personnel Retirement System Local Police Pension Board**

I recommend the following individual for appointment:

#### Daren Wunderle

Mr. Wunderle was elected to the PSPRS Local Police Pension Board to serve as a representative of sworn Police Department Employees and is a Sergeant with the City of Phoenix Police Department. He fills a vacancy created by the retirement of James Smith and will fulfill a partial term to expire June 30, 2020.



## Liquor License - Matty G's

Request for a liquor license. Arizona State License Application 51863.

### Summary

#### Applicant

Matthew Gorman, Agent

#### License Type

Series 12 - Restaurant

#### Location

18425 N. 51st Ave., Ste. I

Zoning Classification: C-1

Council District: 1

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 April 16, 2019.

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

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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.

Matty G's (Series 12)  
1958 E. Brown Road, #103, Mesa  
Calls for police service: N/A - not in Phoenix  
Liquor license violations: None

Sammy D's Saloon (Series 12)  
930 E. University Drive, #208, 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 both currently and in the past owned 6 restaurants that all had liquor licenses and have had no incidents or violations regarding the sale of liquor. I will personally be running the day to day operations at this location and have extensive knowledge of the alcohol industry and the factors that lead to responsible serving of patrons through my 20+ years of bartending and owning restaurants."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:  
"We are Steakburger/All-American Family restaurant that serves award winning burgers with a vintage sports decor. It is important for families to have the option to order an alcoholic beverage with their meal for both their enjoyment and to differentiate Matty G's from the fast food restaurants of the world. Matty G's is a place where families can enjoy a sit down meal with their families while being served in a responsible way."

**Staff Recommendation**

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

**Attachments**

Liquor License Data - Matty G's

Liquor License Map - Matty G's

**Responsible Department**

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

## Liquor License Data: MATTY G'S

### Liquor License

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

### Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	25.68	12.52	10.40
Violent Crimes	4.39	1.43	0.95

\*Citywide average per square mile \*\*Average per square mile within 1 mile radius \*\*\*Average per square mile within 1/2 mile radius

### Property Violation Data

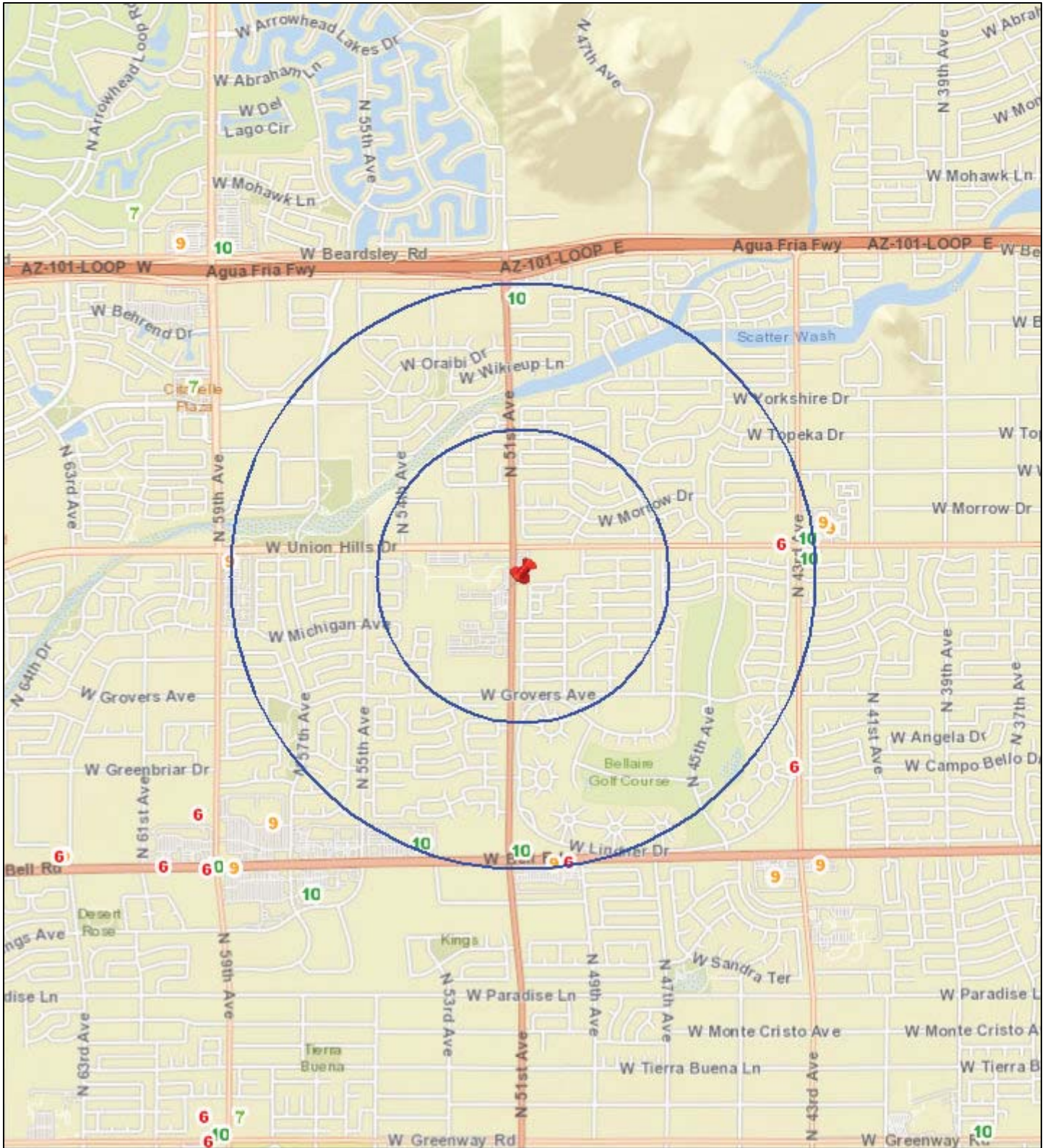
Description	Average	1/2 Mile Average
Parcels w/Violations	71	90
Total Violations	126	144

### Census 2010 Data 1/2 Mile Radius

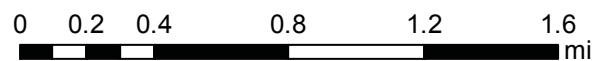
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
6160001	924	86 %	7 %	7 %
6161002	1279	89 %	0 %	4 %
6162001	1405	82 %	17 %	3 %
6162002	1726	84 %	10 %	4 %
6180001	2499	85 %	2 %	12 %
6181001	1795	84 %	3 %	7 %
6181002	1569	92 %	0 %	6 %
6181003	1271	93 %	6 %	0 %
Average		61 %	13 %	19 %

# Liquor License Map: MATTY G'S

18425 N 51ST AVE



Date: 2/28/2019





**Liquor License - Special Event - Free Serbian Orthodox Church St. Nicholas**

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

**Summary**

Applicant

Bojo Shestich

Location

11640 N. 16th Place

Council District: 3

Function

Concert/Dance

Date(s) - Time(s) / Expected Attendance

May 18, 2019 - 7 p.m. to Midnight / 200 attendees

Staff Recommendation

Staff recommends approval of this application.

**Responsible Department**

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



## Liquor License - Spinato's Pizza

Request for a liquor license. Arizona State License Application 12074706.

### Summary

#### Applicant

Kenneth Spinato, Agent

#### License Type

Series 12 - Restaurant

#### Location

1614 E. Bell Road, Ste. 104

Zoning Classification: C-2

Council District: 3

This request is for an acquisition of control of an existing liquor license for a restaurant. This location is currently licensed for liquor sales. This location requires a Use Permit to allow outdoor alcoholic beverage consumption.

The 60-day limit for processing this application is April 7, 2019.

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

#### Other Active Liquor License Interest in Arizona

The applicant acquiring control 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: "Yes, I do. Have held the current liquor license since 1993. Only reason for new application is because of ownership restructuring."

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 Acting Deputy City Manager Toni Maccarone and the City Clerk Department.





## Liquor License - Las Islitas De San Blas

Request for a liquor license. Arizona State License Application 47994.

### Summary

#### Applicant

Lilia Ortiz, Agent

#### License Type

Series 12 - Restaurant

#### Location

2119 N. 35th Ave.

Zoning Classification: C-2

Council District: 4

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

The 60-day limit for processing this application is April 12, 2019.

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 demonstrate the ability to be a responsible person in all aspects of my life. For example, my reliability shows through my accomplishments, which include receiving a Bachelor of Arts from Arizona State University and being a law abiding citizen. I have also completed a liquor management certificate."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:

"I will be able to provide a safe and clean place for my community to eat and consume alcoholic beverages. I also want to make Las Islitas de San Blas a family-friendly restaurant with a focus on allowing families to spend time together."

Staff Recommendation

Staff recommends approval of this application.

Attachments

Liquor License Data - Las Islitas De San Blas

Liquor License Map - Las Islitas De San Blas

**Responsible Department**

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

# Liquor License Data: LAS ISLITAS DE SAN BLAS

## Liquor License

Description	Series	1 Mile	1/2 Mile
Wholesaler	4	4	0
Bar	6	2	0
Beer and Wine Bar	7	3	1
Liquor Store	9	2	1
Beer and Wine Store	10	11	2
Restaurant	12	8	5
Club	14	1	0

## Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	25.68	63.58	59.44
Violent Crimes	4.39	13.19	15.49

\*Citywide average per square mile \*\*Average per square mile within 1 mile radius \*\*\*Average per square mile within 1/2 mile radius

## Property Violation Data

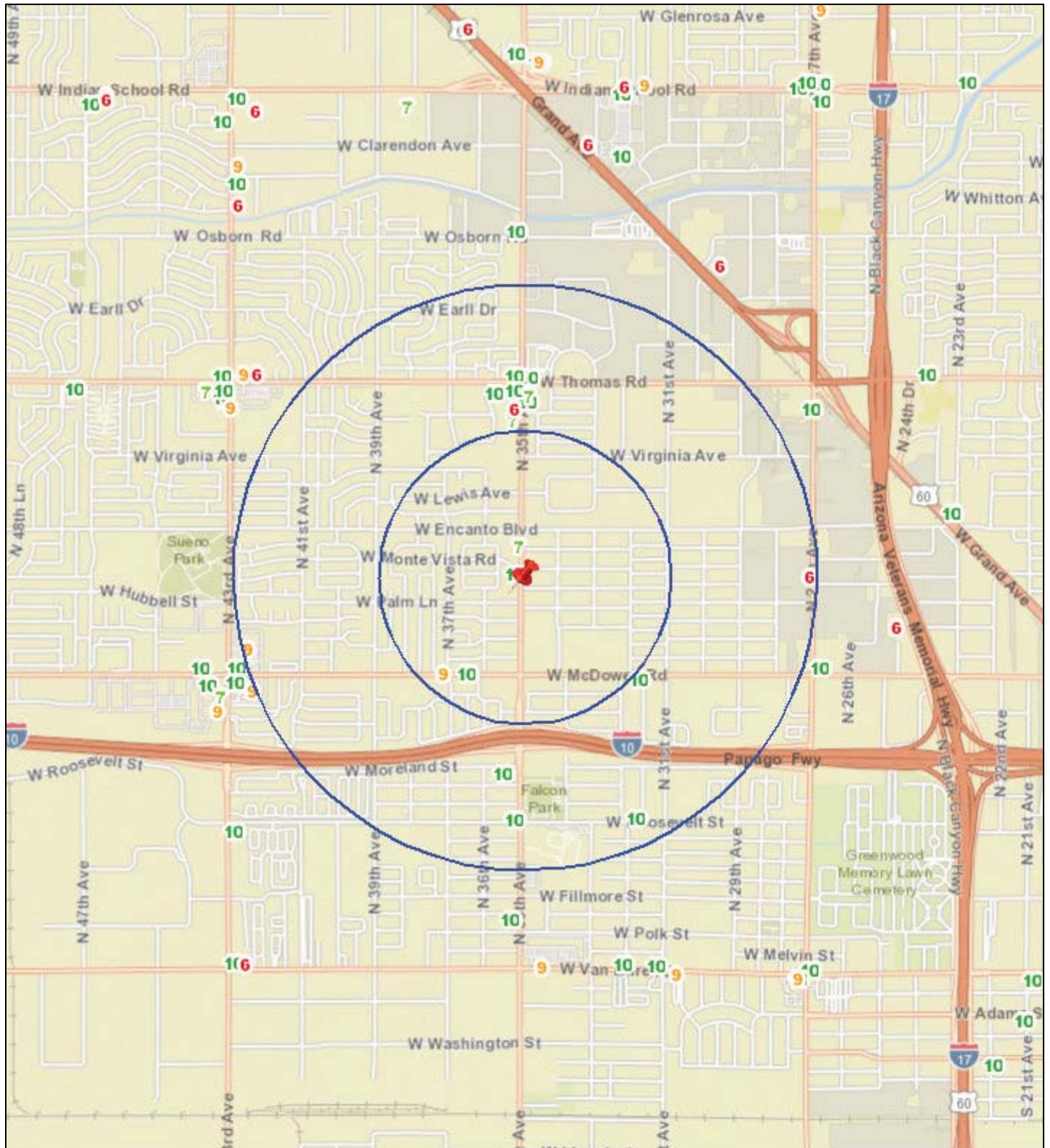
Description	Average	1/2 Mile Average
Parcels w/Violations	70	275
Total Violations	125	439

### Census 2010 Data 1/2 Mile Radius

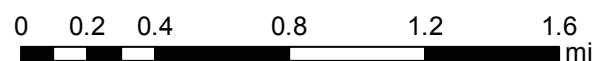
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1121001	989	53 %	5 %	35 %
1121002	1598	60 %	3 %	32 %
1121003	1225	54 %	0 %	46 %
1122011	2386	70 %	3 %	37 %
1122012	2059	55 %	21 %	17 %
1126012	1987	42 %	16 %	47 %
1127004	673	79 %	31 %	33 %
Average		61 %	13 %	19 %

# Liquor License Map: LAS ISLITAS DE SAN BLAS

2119 N 35TH AVE



Date: 2/25/2019





## Liquor License - MOD Pizza

Request for a liquor license. Arizona State License Application 51606.

### Summary

#### Applicant

Andrea Lewkowitz, Agent

#### License Type

Series 12 - Restaurant

#### Location

3350 N. 7th Ave., Ste. 110  
Zoning Classification: PUD  
Council District: 4

This request is for a new liquor license for a restaurant. This location was not previously licensed for liquor sales and does not have an interim permit. This location requires a Use Permit to allow outdoor dining and outdoor alcoholic beverage consumption. A Use Permit hearing has been scheduled. This business has plans to open in July 2019.

The 60-day limit for processing this application is April 14, 2019.

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 is an experienced licensee committed to upholding the highest standards to maintain compliance with applicable laws. Managers and staff will be trained in the techniques of legal and responsible alcohol sales and service."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:  
"MOD Pizza offers its guests a wide variety of 'endless options' customized pizzas, salads and more. Applicant would like to offer alcoholic beverages to its guests 21 and over as an incident to the delicious meals served."

Staff Recommendation

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

Attachments

Liquor License Data - MOD Pizza

Liquor License Map - MOD Pizza

**Responsible Department**

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

## Liquor License Data: MOD PIZZA

### Liquor License

Description	Series	1 Mile	1/2 Mile
Government	5	1	0
Bar	6	12	1
Beer and Wine Bar	7	4	0
Liquor Store	9	4	1
Beer and Wine Store	10	13	1
Hotel	11	4	3
Restaurant	12	20	3

### Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	25.68	77.76	85.13
Violent Crimes	4.39	13.21	8.81

\*Citywide average per square mile \*\*Average per square mile within 1 mile radius \*\*\*Average per square mile within 1/2 mile radius

### Property Violation Data

Description	Average	1/2 Mile Average
Parcels w/Violations	71	75
Total Violations	125	99

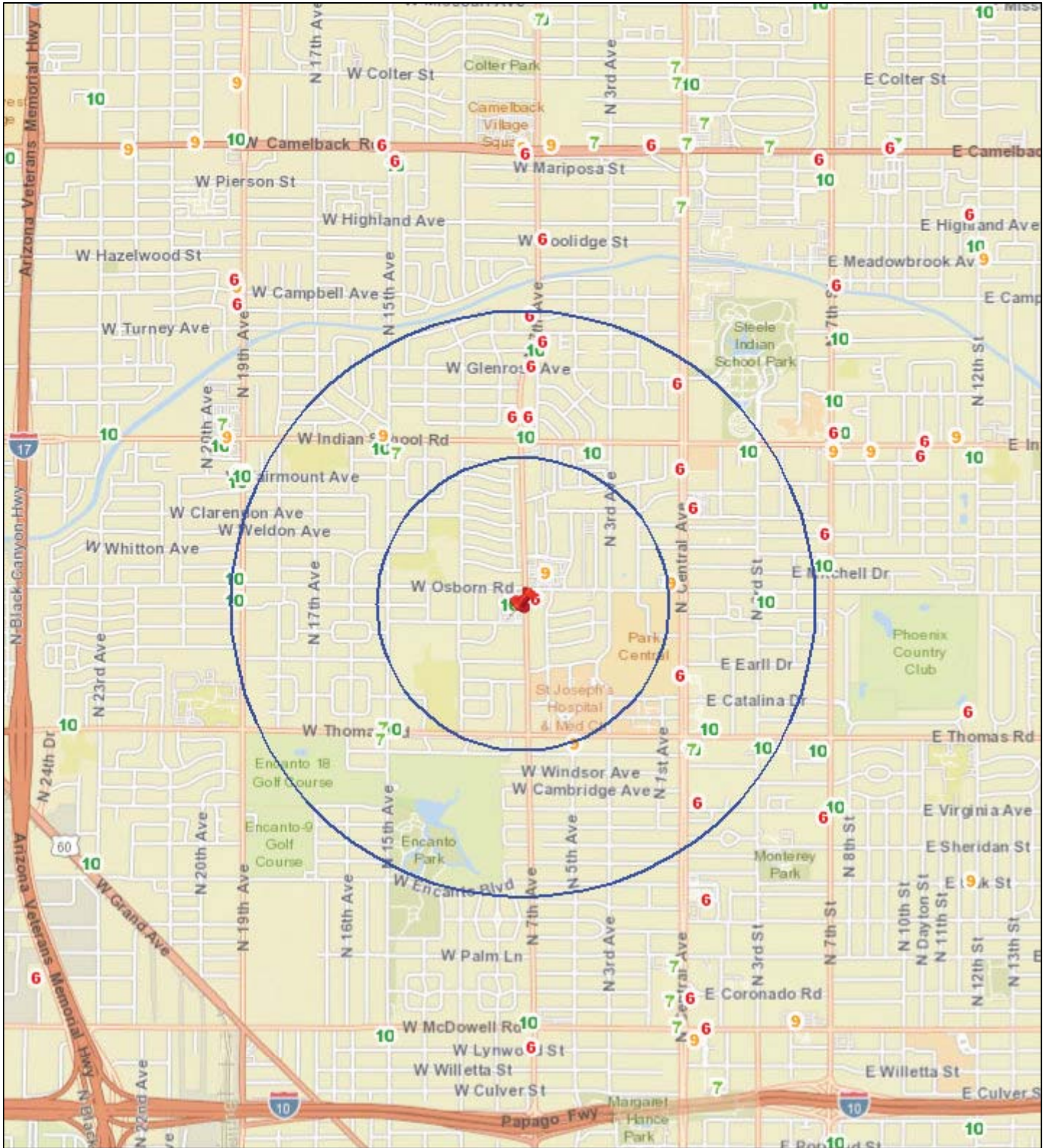


### Census 2010 Data 1/2 Mile Radius

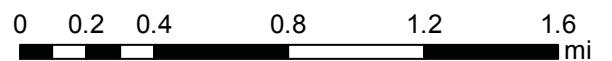
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1104001	1724	53 %	6 %	33 %
1104002	778	35 %	16 %	12 %
1104003	1439	74 %	7 %	37 %
1104004	1344	49 %	16 %	20 %
1105011	551	49 %	20 %	14 %
1105012	1249	13 %	23 %	11 %
1105013	824	16 %	17 %	40 %
1118003	996	65 %	15 %	4 %
1119001	678	96 %	8 %	4 %
Average		61 %	13 %	19 %

# Liquor License Map: MOD PIZZA

3350 N 7TH AVE



Date: 2/27/2019





## **Liquor License - Special Event - Arizona Roller Derby Organization**

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

### **Summary**

#### Applicant

Stephanie Wilhelm

#### Location

5031 E. Washington St.  
Council District: 6

#### Function

Sporting Event

#### Date(s) - Time(s) / Expected Attendance

April 13, 2019 - 9 a.m. to 9 p.m. / 500 attendees

April 14, 2019 - 9 a.m. to 9 p.m. / 500 attendees

#### Staff Recommendation

Staff recommends approval of this application.

### **Responsible Department**

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



**Liquor License - Special Event - Madison District Educational Foundation, Inc.**

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

**Summary**

Applicant

Amy Marschel

Location

5601 N. 16th St.  
Council District: 6

Function

Community Event

Date(s) - Time(s) / Expected Attendance

April 13, 2019 - 6:30 p.m. to 11 p.m. / 300 attendees

Staff Recommendation

Staff recommends approval of this application.

**Responsible Department**

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



**Liquor License - Special Event - Madison District Educational Foundation, Inc.**

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

**Summary**

Applicant

Amy Marschel

Location

5601 N. 16th St.  
Council District: 6

Function

Art Show

Date(s) - Time(s) / Expected Attendance

April 20, 2019 - 7:30 p.m. to 10 p.m. / 600 attendees

Staff Recommendation

Staff recommends approval of this application.

**Responsible Department**

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



## Liquor License - Spinato's Pizza

Request for a liquor license. Arizona State License Application 12079149.

### Summary

#### Applicant

Anthony Spinato, Agent

#### License Type

Series 12 - Restaurant

#### Location

5509 N. 7th St.

Zoning Classification: C-2

Council District: 6

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

The 60-day limit for processing this application is April 7, 2019.

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

#### Other Active Liquor License Interest in Arizona

The applicant acquiring control 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: "Yes, I do. Have held the current liquor license since 2007. Only reason for new application is because of ownership restructuring."

Staff Recommendation

Staff recommends approval of this application.

**Responsible Department**

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



## Liquor License - Spinato's Pizza

Request for a liquor license. Arizona State License Application 12078531.

### Summary

#### Applicant

Anthony Spinato, Agent

#### License Type

Series 12 - Restaurant

#### Location

4848 E. Chandler Blvd.

Zoning Classification: C-2

Council District: 6

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

The 60-day limit for processing this application is April 7, 2019.

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

#### Other Active Liquor License Interest in Arizona

The applicant acquiring control 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: "Yes, I do. Have held the current liquor license since 2010. Only reason for new application is because of ownership restructuring."

Staff Recommendation

Staff recommends approval of this application.

**Responsible Department**

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



## Liquor License - Butler's Easy

Request for a liquor license. Arizona State License Application 06070266.

### Summary

#### Applicant

Samuel Wright, Agent

#### License Type

Series 6 - Bar

#### Location

8369 N. 7th St.

Zoning Classification: C-2

Council District: 6

This request is for an ownership and location transfer of a liquor license for a bar. This location was not previously licensed for liquor sales and does not have an interim permit. This location requires a Use Permit to allow outdoor alcoholic beverage consumption.

The 60-day limit for processing this application is April 5, 2019.

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 have been a successful business owner in the Phoenix community for over 10 years. I work with the community to provide various services and give back as often as I can. I will surround the establishment with a knowledgeable and experienced workforce to ensure the safety of the patrons, community, and staff. We will train all staff continuously to keep up to date regulations and requirements at the forefront of our minds. I have completed the management training required by the DLLC and am confident in my abilities.”

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:

“Those associated with this business are passionate about providing a friendly environment and serving quality, boutique wines, beer, and liquor. As a local business, we believe in supporting other local Phoenix businesses by promoting small batch and local products and referral programs for other restaurants and nearby businesses. We want to introduce the community to artisan crafted libations in a calm and comfortable environment. We believe in bringing community members together to share in a common interest.”

Staff Recommendation

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

Attachments

Liquor License Data - Butler's Easy  
Liquor License Map - Butler's Easy

**Responsible Department**

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

# Liquor License Data: BUTLER'S EASY

## Liquor License

Description	Series	1 Mile	1/2 Mile
Microbrewery	3	1	0
Bar	6	5	1
Beer and Wine Bar	7	3	1
Liquor Store	9	5	1
Beer and Wine Store	10	9	1
Restaurant	12	15	2

## Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	55.17	57.43
Violent Crimes	4.61	10.05	6.79

\*Citywide average per square mile \*\*Average per square mile within 1 mile radius \*\*\*Average per square mile within 1/2 mile radius

## Property Violation Data

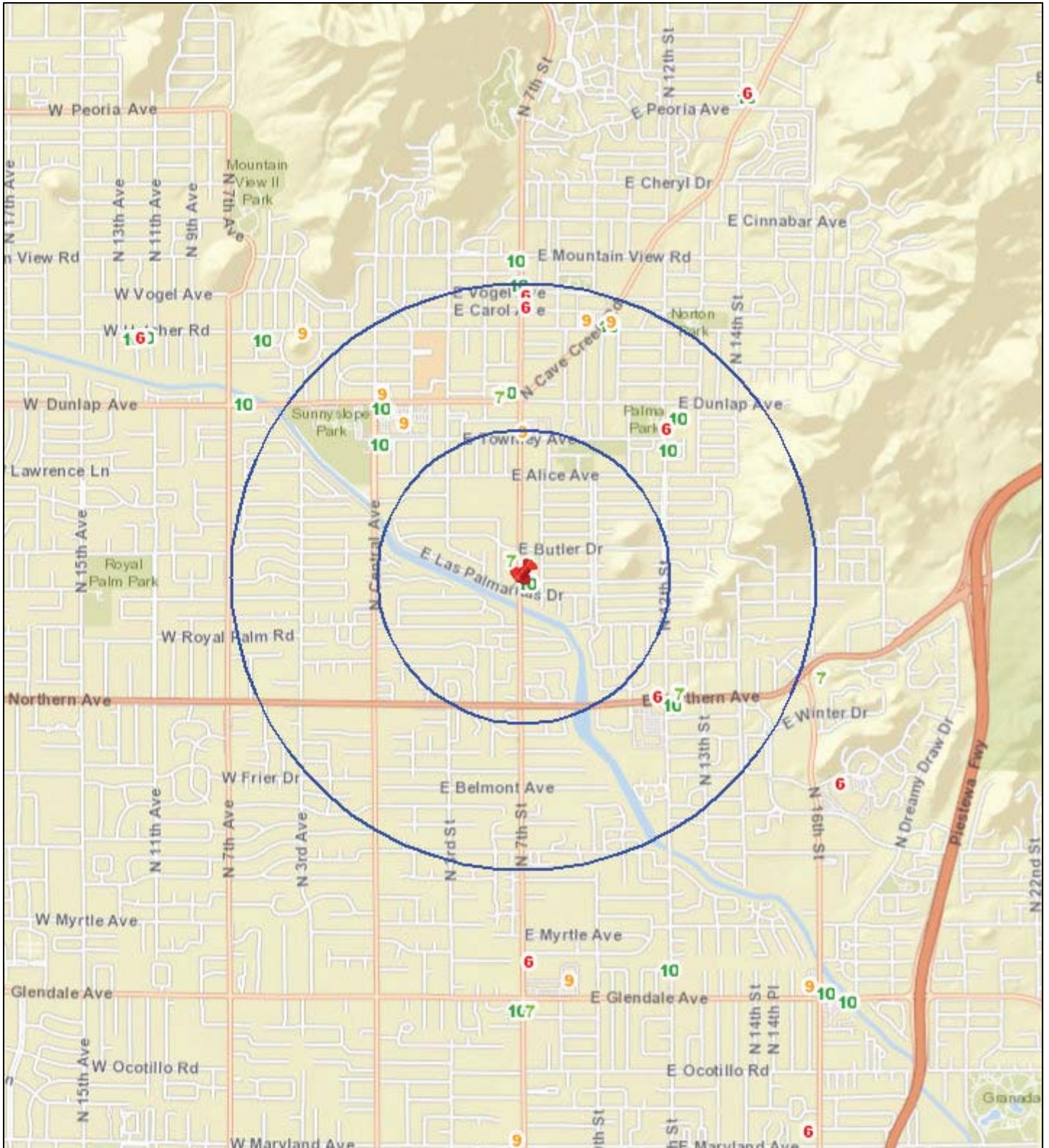
Description	Average	1/2 Mile Average
Parcels w/Violations	71	97
Total Violations	127	173

### Census 2010 Data 1/2 Mile Radius

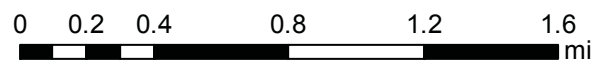
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1052002	1702	63 %	7 %	23 %
1052003	1140	66 %	15 %	17 %
1052004	2577	44 %	5 %	15 %
1053001	1959	84 %	11 %	9 %
1053002	1704	34 %	25 %	42 %
1062002	1751	97 %	6 %	1 %
1063003	1910	50 %	11 %	42 %
Average		61 %	13 %	19 %

# Liquor License Map: BUTLER'S EASY

8369 N 7TH ST



Date: 2/13/2019





## Liquor License - Century Grand

Request for a liquor license. Arizona State License Application 06070054.

### Summary

#### Applicant

Andrea Lewkowitz, Agent

#### License Type

Series 6 - Bar

#### Location

3626 E. Indian School Road

Zoning Classification: C-2

Council District: 6

This request is for an ownership and location transfer of a liquor license for a bar. 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 July 2019.

The 60-day limit for processing this application is April 8, 2019.

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:  
"Applicant is an experienced licensee committed to upholding the highest standards to maintain compliance with applicable laws. Managers and staff will be trained in the techniques of legal and responsible alcohol sales and service."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:  
"From the owners of Barter & Shake, applicant applicant will offer craft cocktails in a dual-concept bar in a uniquely-designed space. One area will be casual neighborhood-style, while the other will be a high-end setting. Applicant would like to offer alcoholic beverages to guests 21 and over."

Staff Recommendation

Staff recommends approval of this application.

Attachments

Liquor License Data - Century Grand

Liquor License Map - Century Grand

**Responsible Department**

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

## Liquor License Data: CENTURY GRAND

### Liquor License

Description	Series	1 Mile	1/2 Mile
Wholesaler	4	2	0
Bar	6	3	1
Beer and Wine Bar	7	6	2
Liquor Store	9	1	1
Beer and Wine Store	10	9	2
Restaurant	12	37	15

### Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	25.68	48.14	49.68
Violent Crimes	4.39	5.81	4.03

\*Citywide average per square mile \*\*Average per square mile within 1 mile radius \*\*\*Average per square mile within 1/2 mile radius

### Property Violation Data

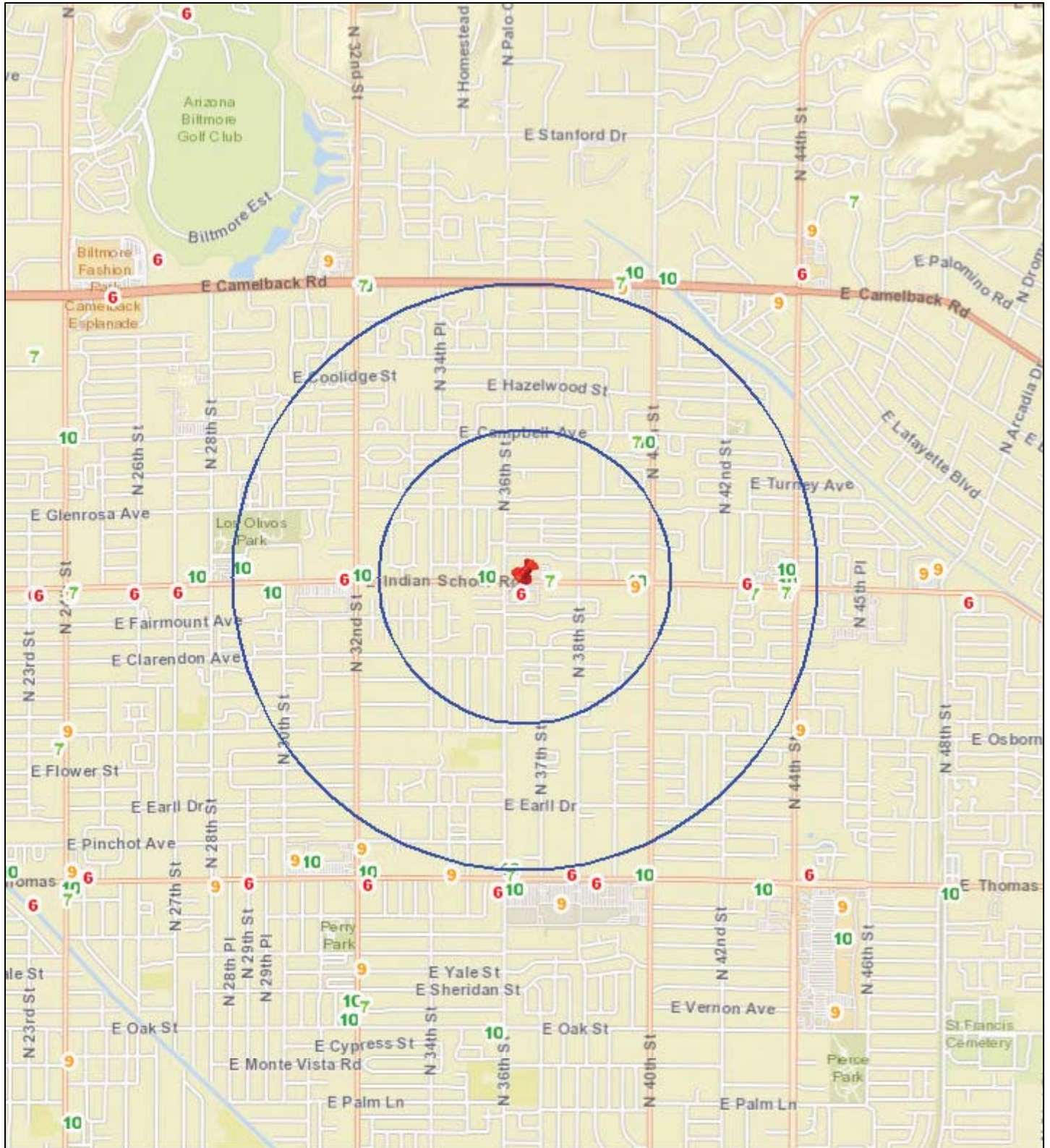
Description	Average	1/2 Mile Average
Parcels w/Violations	70	97
Total Violations	125	182

### Census 2010 Data 1/2 Mile Radius

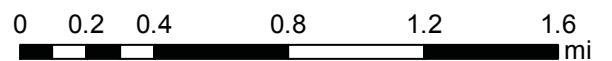
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1082003	1225	76 %	13 %	17 %
1083012	1221	72 %	5 %	1 %
1083013	982	75 %	18 %	1 %
1083021	1229	70 %	16 %	3 %
1083022	1824	50 %	13 %	4 %
1109011	665	96 %	10 %	13 %
1109021	2609	33 %	21 %	40 %
1109022	2224	39 %	7 %	18 %
1110001	781	25 %	11 %	3 %
Average		61 %	13 %	19 %

# Liquor License Map: CENTURY GRAND

3626 E INDIAN SCHOOL RD



Date: 2/21/2019



City Clerk Department



## Liquor License - Sushi Brokers

Request for a liquor license. Arizona State License Application 51138.

### Summary

#### Applicant

Andrea Lewkowitz, Agent

#### License Type

Series 12 - Restaurant

#### Location

4419 E. Indian School Road

Zoning Classification: C-2

Council District: 6

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 April 12, 2019.

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

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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.

Twin Peaks (Series 12)

8787 E. Frank Lloyd Wright Blvd., Scottsdale

Calls for police service: N/A - not in Phoenix

Liquor license violations: In August 2018, a fine of \$9,000 was paid and a seven day suspension served for failure to protect the safety of patrons, selling liquor to an intoxicated or disorderly person and intoxicated on premises for thirty minutes.

Twin Peaks (Series 12)

6922 N. 95th Ave., Glendale

Calls for police service: N/A - not in Phoenix

Liquor license violations: None

Twin Peaks (Series 12)

2135 E. Camelback Road, Phoenix

Calls for police service: 13

Liquor license violations: None

Public Opinion

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

Applicant's Statement

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

I have the capability, reliability and qualifications to hold a liquor license because:

“Applicant is an experienced licensee committed to upholding the highest standards to maintain compliance with applicable laws. Managers and staff will be trained in the techniques of legal and responsible alcohol sales and service.”

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:

“Sushi Brokers has served fresh creative sushi and fish in the Arcadia neighborhood since 2012. Applicant would like to continue to offer guests 21 and over the opportunity to enjoy alcoholic beverages as an incident to the meals served.”

Staff Recommendation

Staff recommends approval of this application.

Attachments

Liquor License Data - Sushi Brokers

Liquor License Map - Sushi Brokers

**Responsible Department**

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

## Liquor License Data: SUSHI BROKERS

### Liquor License

Description	Series	1 Mile	1/2 Mile
Microbrewery	3	1	0
Wholesaler	4	2	2
Bar	6	4	1
Beer and Wine Bar	7	6	3
Liquor Store	9	4	3
Beer and Wine Store	10	4	2
Restaurant	12	30	13

### Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	25.68	41.48	44.79
Violent Crimes	4.39	3.23	4.88

\*Citywide average per square mile \*\*Average per square mile within 1 mile radius \*\*\*Average per square mile within 1/2 mile radius

### Property Violation Data

Description	Average	1/2 Mile Average
Parcels w/Violations	70	85
Total Violations	125	127

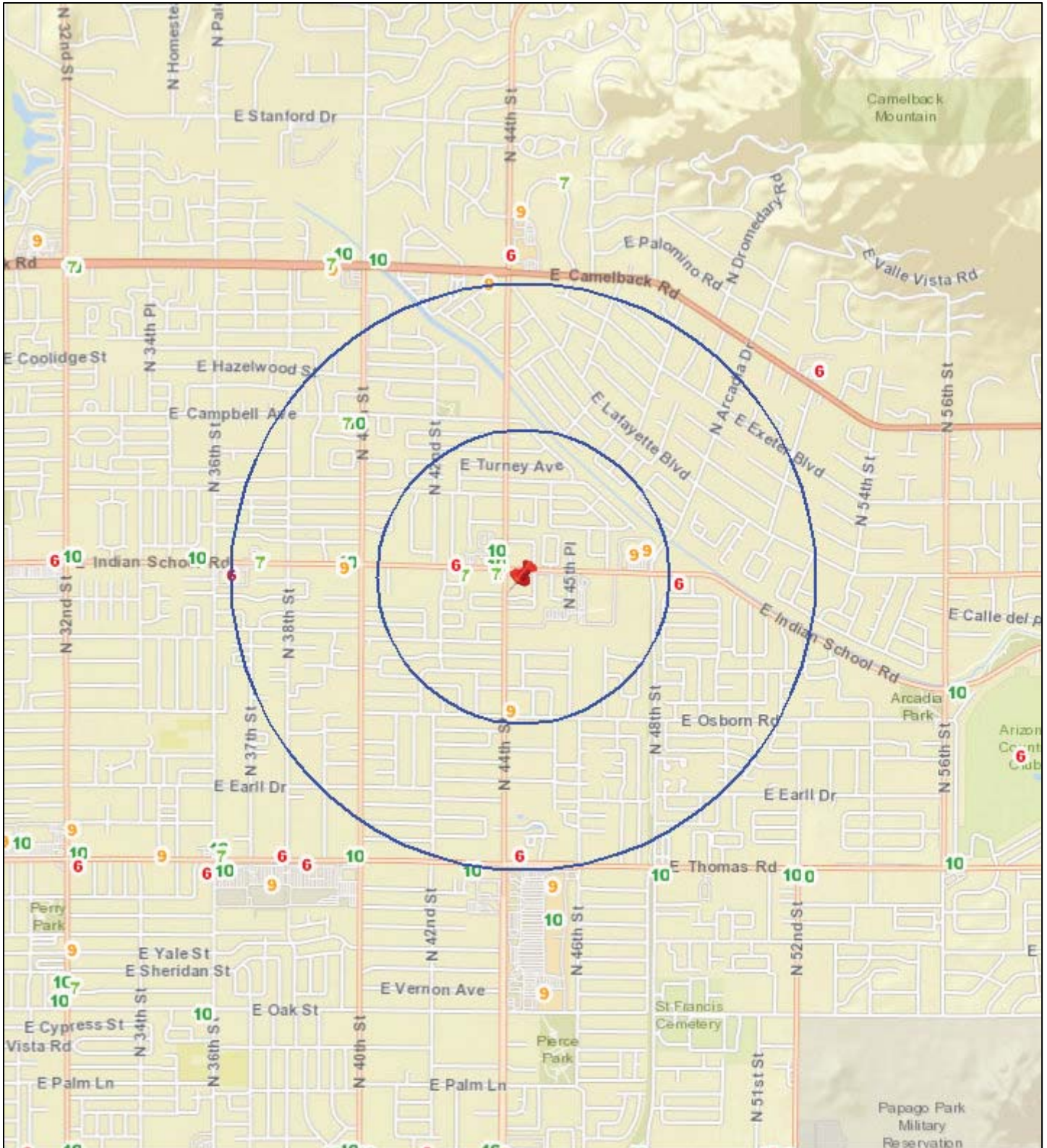


### Census 2010 Data 1/2 Mile Radius

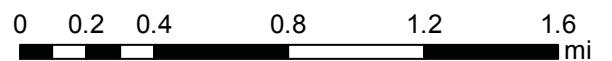
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1081001	1849	78 %	1 %	7 %
1082002	1178	45 %	8 %	8 %
1082003	1225	76 %	13 %	17 %
1110001	781	25 %	11 %	3 %
1110002	1105	63 %	8 %	19 %
1110003	1587	64 %	17 %	24 %
1110004	707	59 %	25 %	0 %
1110005	698	88 %	19 %	5 %
1111003	2317	84 %	11 %	8 %
Average		61 %	13 %	19 %

# Liquor License Map: SUSHI BROKERS

4419 E INDIAN SCHOOL RD



Date: 2/21/2019





## Liquor License - Dog Haus Biergarten

Request for a liquor license. Arizona State License Application 51528.

### Summary

#### Applicant

Mondher Mahmoud, Agent

#### License Type

Series 12 - Restaurant

#### Location

1 E. Washington St., Ste. 120  
Zoning Classification: DTC - BC  
Council District: 7

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

The 60-day limit for processing this application is April 14, 2019.

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 hold myself and any business and associates with the highest level of responsibility. I always adhere to policy and rules and have a high level of accountability and standards in everything I am associated with. My 15 years in management and compliance are something I take very seriously."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:

"I have a deep connection for what is happening in my community. I want to provide a place that community and families can enjoy and find as a local favorite destination for everyone."

Staff Recommendation

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

Attachments

Liquor License Data - Dog Haus Biergarten

Liquor License Map - Dog Haus Biergarten

**Responsible Department**

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

## Liquor License Data: DOG HAUS BIERGARTEN

### Liquor License

Description	Series	1 Mile	1/2 Mile
Microbrewery	3	3	1
Wholesaler	4	1	0
Government	5	8	5
Bar	6	32	24
Beer and Wine Bar	7	10	4
Liquor Store	9	2	1
Beer and Wine Store	10	11	1
Hotel	11	5	4
Restaurant	12	80	44
Club	14	3	0

### Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	79	98.40
Violent Crimes	4.61	24.41	24.52

\*Citywide average per square mile \*\*Average per square mile within 1 mile radius \*\*\*Average per square mile within 1/2 mile radius

### Property Violation Data

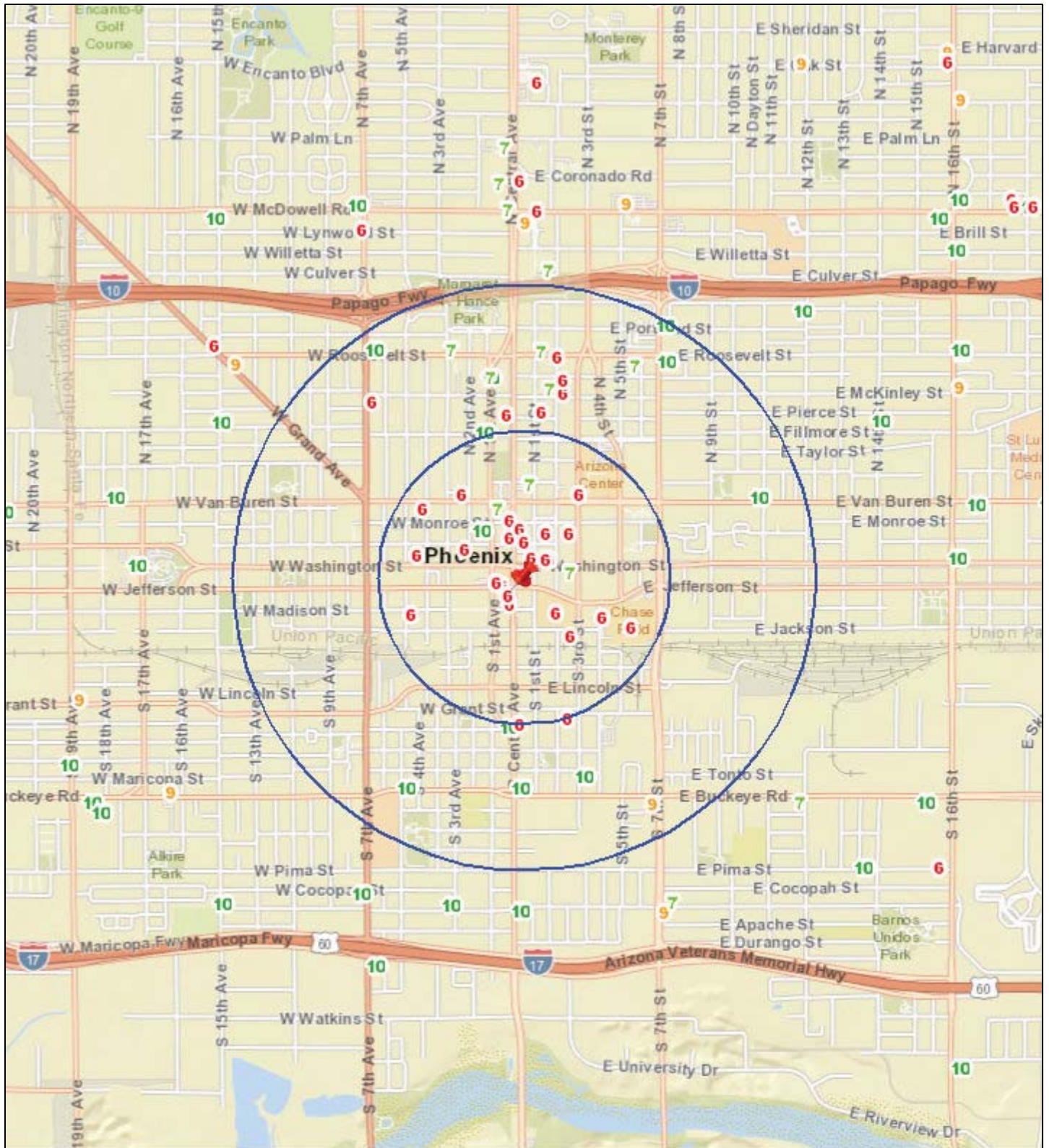
Description	Average	1/2 Mile Average
Parcels w/Violations	71	31
Total Violations	126	62

### Census 2010 Data 1/2 Mile Radius

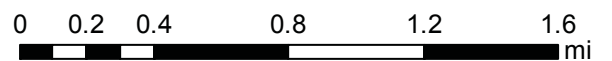
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1131001	1015	7 %	8 %	28 %
1131002	1242	3 %	7 %	33 %
1140001	1831	25 %	20 %	47 %
1141001	2299	16 %	37 %	44 %
1142001	1321	36 %	22 %	50 %
Average		61 %	13 %	19 %

# Liquor License Map: DOG HAUS BIERGARTEN

1 E WASHINGTON ST



Date: 2/27/2019



City Clerk Department



## Liquor License - Teaspresa

Request for a liquor license. Arizona State License Application 45358.

### Summary

#### Applicant

Allison Devane, Agent

#### License Type

Series 10 - Beer and Wine Store

#### Location

100 W. Portland St., Spc. 108

Zoning Classification: DTC - Roosevelt East

Council District: 7

This request is for a new liquor license for a beer and wine store. This location was not previously licensed for liquor sales and does not have an interim permit. This location requires a Use Permit to allow retail liquor sales and outdoor entertainment.

The 60-day limit for processing this application was March 4, 2019. However, the applicant submitted a written request for more time.

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

Other Active Liquor License Interest in Arizona

This applicant does not hold an interest in any other active liquor license in the State of Arizona.

Public Opinion

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

Applicant's Statement

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

I have the capability, reliability and qualifications to hold a liquor license because:  
"My goal is bring added value to the community by providing a place with exceptional service & an unforgettable experience. I have a background delivering just that and have been featured on Shark Tank, VOGUE, FORBES, Better Homes & Gardens, etc for our excellence. I have been able to grow this business to an operation where we now have 3 locations (one out of state), a wholesale business where we are purchased by luxury brands like Antropologie & Neiman Marcus, and successfully run an online business, all with indepent funding."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:

"Part of our company mission is 'to serve the communiTEA & deliver our passion & joy, one cup at a time.' Our purpose is to again bring added value to the community. We love participating & supporting local initiatives as well as doing events to help the community. We believe that having the liquor license will bring convenience & value to our neighboring residents. Our landlord & building HOA also higly agrees & event suggested it based off feedback!"

Staff Recommendation

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

Attachments

Liquor License Data - Teaspressa  
Liquor License Map - Teaspressa



**Responsible Department**

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

# Liquor License Data: TEASPRESSA

## Liquor License

Description	Series	1 Mile	1/2 Mile
Microbrewery	3	3	0
Government	5	8	3
Bar	6	28	7
Beer and Wine Bar	7	14	8
Liquor Store	9	4	1
Beer and Wine Store	10	9	3
Hotel	11	5	1
Restaurant	12	90	32
Club	14	2	0

## Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	25.68	87.18	102.86
Violent Crimes	4.39	19.50	23.88

\*Citywide average per square mile \*\*Average per square mile within 1 mile radius \*\*\*Average per square mile within 1/2 mile radius

## Property Violation Data

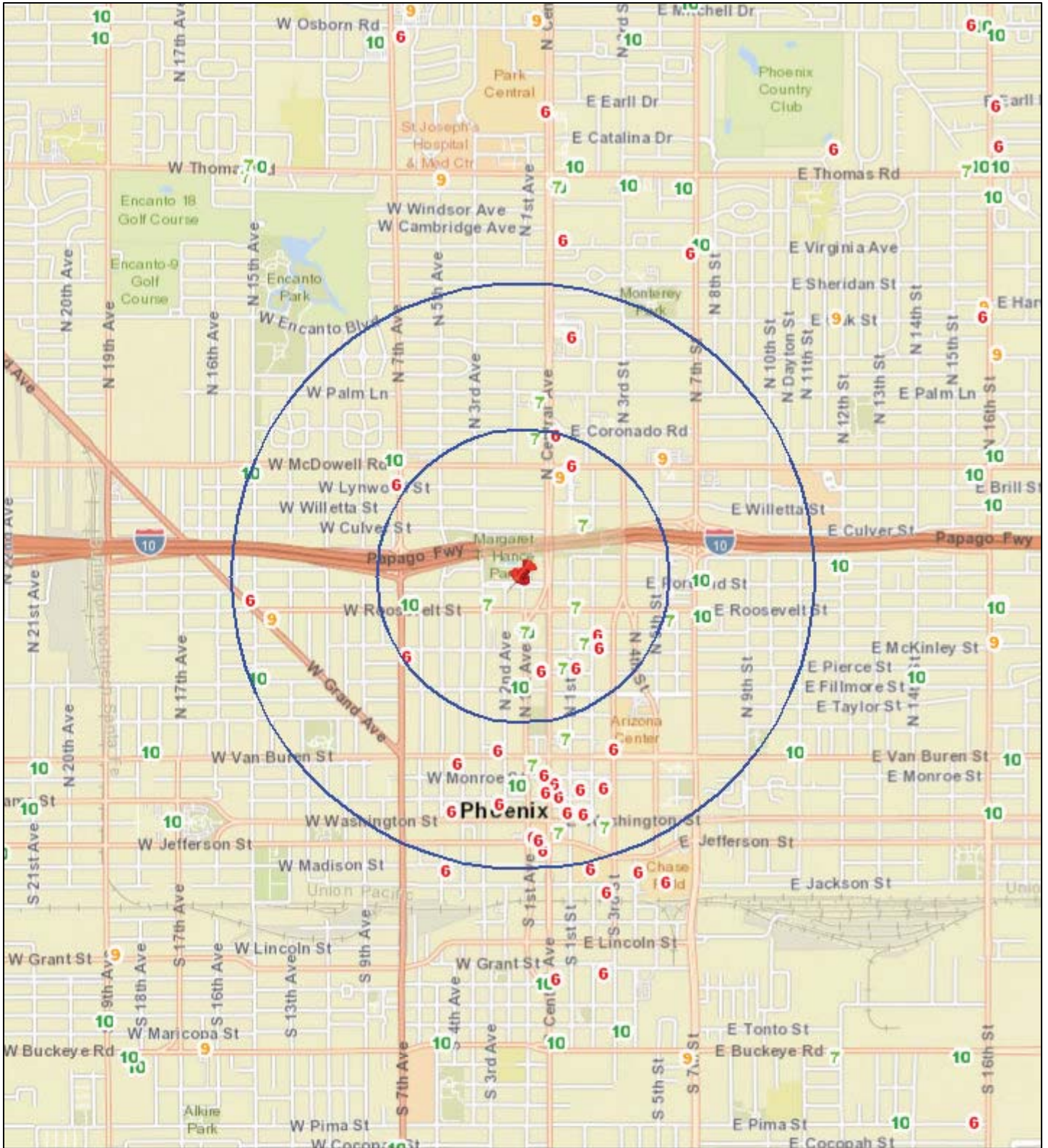
Description	Average	1/2 Mile Average
Parcels w/Violations	69	79
Total Violations	123	146

### Census 2010 Data 1/2 Mile Radius

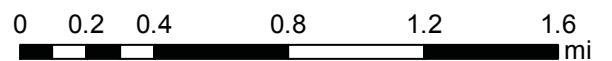
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1118002	1030	67 %	9 %	17 %
1118004	671	62 %	6 %	6 %
1129001	1670	70 %	4 %	19 %
1129002	815	37 %	22 %	24 %
1130001	1218	23 %	16 %	11 %
1130002	873	29 %	21 %	38 %
1131001	1015	7 %	8 %	28 %
1131002	1242	3 %	7 %	33 %
Average		61 %	13 %	19 %

# Liquor License Map: TEASPRESSA

100 W PORTLAND ST



Date: 1/14/2019





**Liquor License - Special Event - Liberty Wildlife, Inc.**

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

**Summary**

Applicant

Margaret Mosby

Location

2600 E. Elwood St.

Council District: 8

Function

Wine Tasting/Tours

Date(s) - Time(s) / Expected Attendance

May 4, 2019 - 4 p.m. to 8 p.m. / 300 attendees

Staff Recommendation

Staff recommends approval of this application.

**Responsible Department**

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



## Liquor License - Club at PHX

Request for a liquor license. Arizona State License Application 51454.

### Summary

#### Applicant

Andrea Lewkowitz, Agent

#### License Type

Series 14 - Private Club

#### Location

3800 E. Sky Harbor Blvd., T4 N4 B15

Zoning Classification: A-1, R-3

Council District: 8

This request is for a new liquor license for a private club. 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 April 13, 2019.

Pursuant to A.R.S. 4-203, consideration should 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:  
"Applicant is an experienced licensee committed to upholding the highest standards to maintain compliance with applicable laws. Managers and staff will be trained in the techniques of legal and responsible alcohol sales and service."

Staff Recommendation

Staff recommends approval of this application.

**Responsible Department**

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



## Liquor License - Smokes R Us

Request for a liquor license. Arizona State License Application 49787.

### Summary

#### Applicant

Simon Khoury, Agent

#### License Type

Series 10 - Beer and Wine Store

#### Location

3400 E. Thomas Road

Zoning Classification: C-2

Council District: 8

This request is for a new liquor license for a Beer and Wine Store. This location was not previously licensed for liquor sales and does not have an interim permit. This location requires a Use Permit to allow package liquor sales as an accessory to a convenience market when located within 300 feet of a residential zoning district. Zoning clearance for a tobacco oriented retailer is also required for this location.

The 60-day limit for processing this application was April 2, 2019. However, the applicant has submitted a written request for more time.

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



Other Active Liquor License Interest in Arizona

This applicant does not hold an interest in any other active liquor license in the State of Arizona.

Public Opinion

Three letters containing fifty-two signatures protesting the issuance of this license have been received and are on file with the City Clerk. The letters are from local residents. They assert that issuance of a license at this location will have increased negative impact on the community.

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've managed this type of business for a long time in the State of Massachusetts never had a violation, I understand and prepare my employees who they can sell alcohol, no one under the age of 21 is allowed. Thank you."

The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:

"It is a community store and I price my inventory from tobacco to convenience store items and hopefully liquor to be affordable for our community and I do really care about our neighborhood. Thank you."

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. Staff gave careful consideration to the protests received, however after reviewing the application in its entirety staff is recommending approval of this application.

Attachments

Liquor License Data - Smokes R Us  
Liquor License Map - Smokes R Us

**Responsible Department**

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

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# Liquor License Data: SMOKES R US

## Liquor License

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

## Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	26.92	105.44	229.61
Violent Crimes	4.61	16.85	31.84

\*Citywide average per square mile \*\*Average per square mile within 1 mile radius \*\*\*Average per square mile within 1/2 mile radius

## Property Violation Data

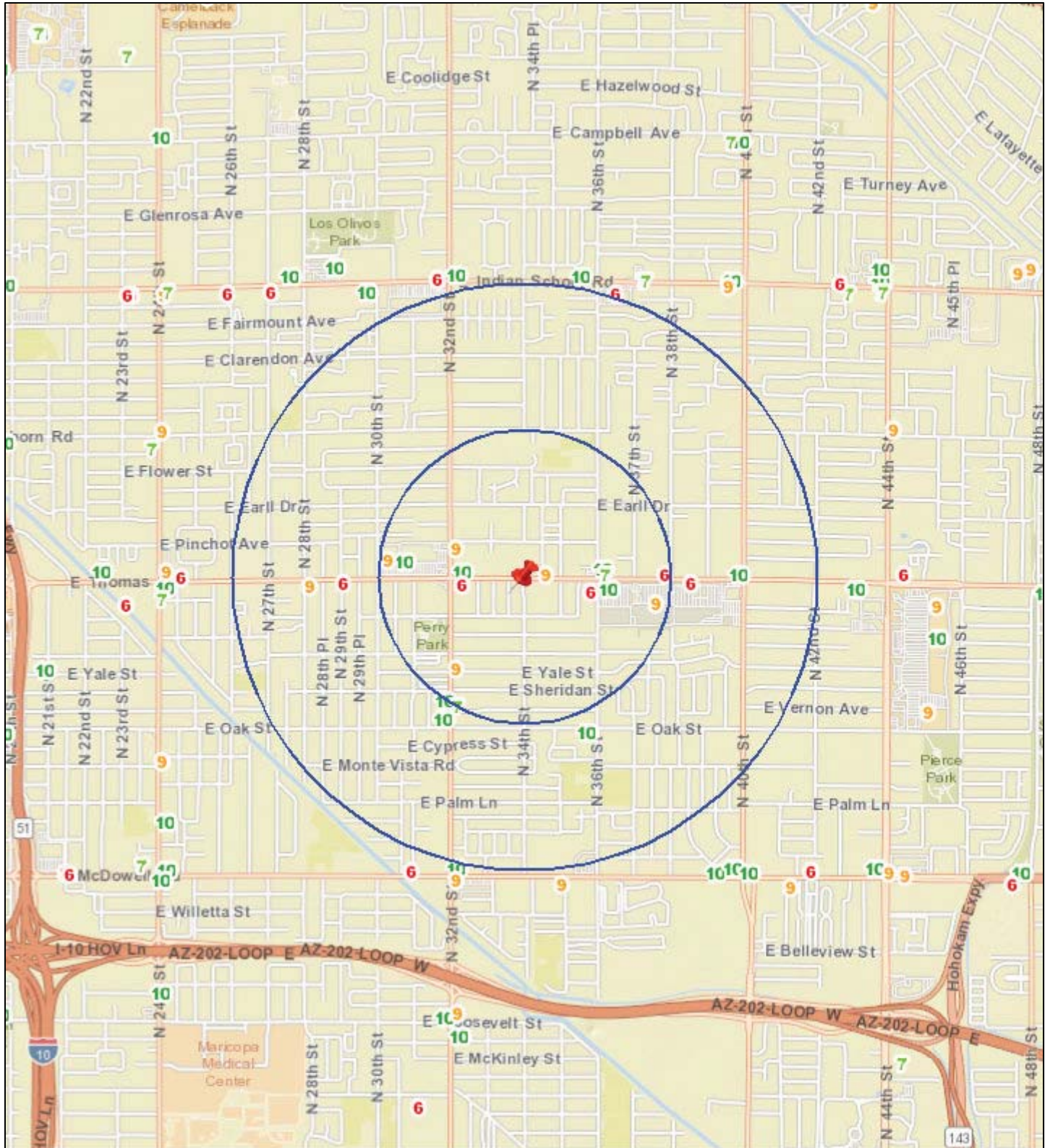
Description	Average	1/2 Mile Average
Parcels w/Violations	71	137
Total Violations	127	291

### Census 2010 Data 1/2 Mile Radius

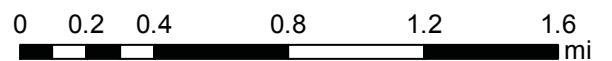
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1108021	948	75 %	27 %	13 %
1109011	665	96 %	10 %	13 %
1109012	2669	23 %	19 %	27 %
1109021	2609	33 %	21 %	40 %
1114011	2444	62 %	7 %	27 %
1114021	1986	38 %	14 %	27 %
1115022	2109	42 %	7 %	17 %
Average		61 %	13 %	19 %

# Liquor License Map: SMOKES R US

3400 E THOMAS RD



Date: 2/14/2019



City Clerk Department



### **PAYMENT ORDINANCE (Ordinance S-45493) (Items 21-28)**

*Ordinance S-45493 is a request to authorize the City Controller to disburse funds, up to amounts indicated below, for the purpose of paying vendors, contractors, claimants and others, and providing additional payment authority under certain existing city contracts. This section also requests continuing payment authority, up to amounts indicated below, for the following contracts, contract extensions and/or bids awarded. As indicated below, some items below require payment pursuant to Phoenix City Code Section 42-13.*

**21 Smiths Detection, Inc.**

For \$61,160.00 in payment authority to purchase two X-Ray Inspection systems to properly screen the high volume of guests entering the Phoenix City Council Chambers and Calvin Goode Building for the Police Department and Office of Homeland Security and Emergency Management. These two systems allow for identification of various prohibited items which pose safety hazards. These systems are aligned with the security improvement plan and are critical in safeguarding infrastructure and large events against present day threats.

**22 Settlement of Claim(s) Zepeda v. City of Phoenix**

To make payment of \$75,000.00 in settlement of claim in *Zepeda v. City of Phoenix*, 18-0634-001 GL BI, for the Finance Department pursuant to Phoenix City Code Chapter 42.

**23 ProRider, Inc.**

For \$9,000.00 in additional payment authority for Contract 147231 for bike helmets for the Housing Department. The additional payment authority is to add the Housing Department to the Street Transportation Department contract to provide safety helmets to the residents under the Neighborhood Bike Share Program in the Edison-Eastlake Choice

Neighborhood Community. Funding is from the Choice Neighborhood Bike Share Pilot Program Grant. There is no impact to the General Fund.

**24 Life Technologies Corporation**

For \$15,927.00 in payment authority with Life Technologies for the service and maintenance agreement for two 3500xl Genetic Analyzers located in the Crime Lab Forensic DNA Section. The 3500xl Genetic Analyzers are proprietary and have been validated for use with laboratory reagents to meet national standards. These instruments are critical for conducting DNA analysis on biological evidence. Service is required to meet the federal standards for DNA casework laboratories.

**25 Combs Construction Company, Inc.**

For \$350,000.00 in additional payment authority for Agreement 144858, for Change Order 1 for Project ST85100371-1, Avenida Rio Salado and Broadway Road, Phase II for the Street Transportation Department. The request for payment authority is to address unforeseen conditions on Broadway Road, from 51st Avenue to 35th Avenue, related to irrigation and landscape, tree removals, street lighting, retaining walls, a concrete barrier, traffic signals, and remediation of unsuitable subgrade material under roadway pavement. This work was not originally included in the contract.

**26 G & G Specialty Contractors, Inc.**

For \$26,004.03 in additional payment authority for Agreement 146649, for Change Order 10, for Project AH10150006-E, Pine Tower Apartments Phase II, remodeling project for the Housing Department. Federal Capital Funds are being utilized for Phase II of the building modernization project and these additional funds will be used for an additional laundry room for the site, remodeling of the Community Center and other renovation amenities. These items are enhancements to the original design that are required to meet code compliance, provide energy efficiency, and improve life safety issues for the residents of the facility. This project uses Federal Housing and Urban Development funds. No General Funds will be used.

**27 Combs Construction Company, Inc.**

For \$350,000.00 in additional payment authority for Agreement 145067

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for Change Order 1, Project ST87600074 for the Grand Canalscape Phase I Uptown, Gateway North from 15th Avenue to 16th Street, and 36th Street to 40th Street for the Street Transportation Department. This request for additional payment authority includes work on Grand Canalscape related to unforeseen conditions such as additional vegetation removal, canal shoulder grading, and remediation of unsuitable subgrade soil material. Additionally, in some locations, it was necessary to modify planned light poles to bollard-style lights due to space constraints and provide additional lighting in other locations. This work was not originally included in the contract.

28 **Lee R. Bays Concrete & Cooldecking, Inc. doing business as Lee Bays Supply**

For \$10,600.00 in payment authority to purchase an Occupational Health Dynamics Quantifit Testing System for the Water Services Department (WSD). WSD technicians at remote sites utilize self-contained breathing apparatus (SCBA) when inspecting, installing, replacing, and repairing equipment in an environment that has chemicals and dust. The Quantifit Testing System tests the SCBA respirators to ensure there are no leaks that allow particles, vapor, or gases into the SCBA masks.



**(CONTINUED FROM MARCH 6, 2019) - Temporary Staffing Services - Requirements Contract (Ordinance S-45422)**

Request to authorize the City Manager, or his designee, to enter into a contract with Accounting & Finance Professionals, Inc., Accurate Placement, L.C., All About People, Inc., Allstaff Services, Inc., RW Staffing Solutions, LLC, and Scott Business Group, LLC, to provide temporary staff on an as-needed basis in the amount not to exceed \$27,500,000 over five years, or approximately \$5,500,000 annually. Further request authorization for the City Controller to disburse all funds related to this item.

**Summary**

Contractors provide temporary staff to all City departments. The primary departments using the contracts are: Aviation, City Clerk, City Council Office and Office of the Mayor, Finance, Fire, Housing, Human Services, Information Technology Services, Neighborhood Services, Planning and Development, Parks and Recreation, Police, Public Transit, Public Works, Street Transportation and Water Services. Temporary staff are necessary to fulfill short-term or highly specialized staffing needs throughout the City. Departments use the most cost effective contract to hire qualified temporary staff.

**Procurement Information**

RFQu 19-060 Temporary Staffing Services was conducted as an SBE Reserve Contract in accordance with Administrative Regulation 1.89. The solicitation was emailed to 20 vendors. Six offers were received by the Procurement Division on Jan. 11, 2019.

The Deputy Finance Director recommends the offers from Accounting & Finance Professionals, Inc., Accurate Placement, L.C., All About People, Inc., Allstaff Services, Inc., RW Staffing Solutions, LLC, and Scott Business Group, LLC to be accepted for the Qualified Vendor List.

**Contract Term**

The five-year contract period for these vendors will begin June 1, 2019.



**Financial Impact**

The aggregate five-year contract value shall not exceed \$27,500,000, or approximately \$5,500,000 annually. The contract value is based on historical spend increased by 10 percent. Funds are available in all City of Phoenix departments' budgets.

Approximately 30 percent of the aggregate contract amount is utilized by enterprise funded departments.

**Responsible Department**

This item is submitted by City Manager Ed Zuercher and the Finance Department.



## **Establish a City of Phoenix Starting Full-Time Wage**

Request to authorize the City Manager, or his designee, to establish a minimum hiring rate of \$15.00 per hour for all full-time City of Phoenix employees, effective the first full pay period of May 2019.

### **Summary**

The City Council, city management and labor organizations are committed to ensuring employees earn a livable rate of pay. Upon approval, all full-time employees below the City's established starting full-time wage of \$15.00 will be adjusted to at least the new rate or to the step in their pay grade closest to, but not lower than, the City's new minimum rate, effective the first full pay period of May 2019. Full-time employees hired after this date will begin at a rate no lower than the City's established minimum entry rate of \$15.00.

### **Financial Impact**

Approximately 150 full-time employees in 64 active job classifications will be impacted by this action. The total estimated cost is \$525,000 annually, with approximately \$230,000 annually from the General Fund. Based on analysis from the Budget and Research Department, it has been determined that this amount can be absorbed within the existing operating budget using savings from unanticipated vacancies.

### **Responsible Department**

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



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**Public Comment on the Proposed MOU Between the City of Phoenix and LIUNA, Local 777 (Unit 1)**

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

Section 2-218 (G) of the Meet and Confer Ordinance provides that a proposed Memorandum of Understanding (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 Acting Deputy City Manager Toni Maccarone and the Human Resources Department.



**Approving the MOU Between the City of Phoenix and LIUNA, Local 777 (Unit 1)  
(Resolution 21733)**

The City of Phoenix has met and conferred with Laborers' International Union of North America (LIUNA), Local 777 (Unit 1) in accordance with the terms of Section 2-218 of the City Code, and a Memorandum of Understanding (MOU) has been approved by the organization's membership. A copy of the proposed MOU has been filed with the City Clerk and an opportunity for public comment has been requested as an agenda item preceding this resolution.

**Responsible Department**

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

**MEMORANDUM OF UNDERSTANDING**

**2019 - 2021**

**BETWEEN**

**LABORERS' INTERNATIONAL UNION**

**OF NORTH AMERICA,**

**LOCAL 777, AFL-CIO**

**AND**

**CITY OF PHOENIX**

**COVERING**

**FIELD UNIT I**

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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 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.



## **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 1-1A. 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 Transit – Minibus Operators, (5) Public Works – Solid Waste Collections and Disposal Divisions, Landfill Operations and Transfer Stations, and (6) 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, thirty (30) calendar days in advance before any new position or classification is placed permanently within any Field Unit. 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.

## **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 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, 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 1-3: 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 grievance/disciplinary appeal meetings with management; participating in collaborative labor-management initiatives that benefit the City and the unit members; serving on City and departmental 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**

Three (3) persons designated as official full-time release Union representative for the unit shall be allowed up to two-thousand eighty (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 two thousand eighty (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 five (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 no longer exists then the employee will have their choice of location/yard and schedule. 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.

## **2. Union Stewards**

The Union may designate forty-five (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 1-3 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 Public Works 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 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 four (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 members 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 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 twenty thousand (\$20,000) dollars 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 members 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 member 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 two hundred and eight overtime hours each MOU year. The two full time Union Representatives will be paid eighty (80) hours overtime each MOU year. The overtime will be paid on the last paycheck of July upon request of the Union. The Union shall make such request no later than June 1.

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 members 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 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 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 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.

In addition, the City shall provide the Union the alphabetical list, including, the last four digits of the Social Security Number, the active Union deductions list, and the deductions register on a CD.

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**

- 1) The Union may distribute Union authorized materials 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) 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.
- 3) 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 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.
- 4) 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 accorded the Union during the new employee orientation (NEO) sessions conducted by the Human Resources Department, Public Works Orientation Program (PWOP), and Parks Department new employee orientation (Parks NEO).

#### **G. List of Unit Members**

Upon the Union's filing of a Third Party Data Sharing agreement with the HR Department, the City shall provide electronically, at no cost, a list of unit members which includes the following: Emp ID, First Name, Last Name, Initial, Deduct, Service Date, Dept ID, Department, Job Title, Job Locator Code, Mailing Address, City, State, Zip, Home Phone, Work Phone.

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.

- H. The Union shall have the right to file a grievance on behalf of our member(s) when personally requested by the member. Filing procedures for grievance shall be those in Article 2, Section 2-1, Grievance Procedure.
- I. 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.

## **Section 1-4. Rights of Unit Employees**

### **A. Non-Discrimination**

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.

### **B. Grievance Representation**

All unit members 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 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**

Unit members have the right to be represented by the Union and the Union reserves the right to provide protection to its members in dealings with the City concerning grievances, and matters pertaining to their individual employment rights and obligations, and during the conduct of a management initiated investigatory interview concerning allegations focused on the employee which may result in disciplinary action against the employee for violation of City or departmental work rules or regulations.

An interview becomes investigatory when facts or evidence sought by management may result in any disciplinary action against the employee being interviewed.



Prior to the employee being interviewed, a supervisor shall advise the employee of the right to a representative. When discipline is issued, and the incident is discussed with the employee, the employee shall be advised of their right to representation.

If any unit member is instructed not to speak to anyone regarding an investigation, this restriction does not apply to speaking to the Union representative. 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 impede the progress of the interview.

A unit member under investigation that may lead to a written reprimand, suspension, demotion or discharge and who is interviewed, will be given a written statement informing them of the nature of the allegations. The Notice of Inquiry (NOI) shall be used. The employee has the right to know if their accuser is a City employee or citizen/customer.

Prior to giving the member the above written statement, the supervisor shall also tell the member they have the right to a Union representative. The written statement shall also notify the member that they have the right to have a Union representative attend the investigation meeting. 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. The written statement shall state that the member normally has 72 hours (excluding N days) to respond to the Notice of Inquiry. By mutual agreement, if there are extenuating circumstances, the 72 hours may be extended. The member or representative may ask for a caucus during the meeting. During the interview, the interviewer shall instruct the employee and the union representative that the intent of the interview is for the employee to provide their own account of the matter under investigation during questioning. The interviewer may not prohibit the Union representative from engaging in representation, including assisting and consulting with the employee. The member shall be allowed to seek advice and counsel from their representative during the caucus and prior to, during and after the interview. Prior to the conclusion of the meeting, the member, or representative on behalf of the member, shall have the opportunity to make a closing statement. Supervisors shall tell the members they normally have 72 hours (excluding N days) to respond after receipt of the Notice of Inquiry.

If personally requested by a witness, a Union representative may meet with the witness prior to the witness meeting with the City.

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

A unit member under investigation will be notified in writing every three (3) months as to the current status of the investigation. Every thirty days, a unit member under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing. This will include the number of known witnesses still to be interviewed and an estimated date the investigation will be completed.

#### **D. Personnel Files**

- 1) Any unit member 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 member shall have any adverse statements entered into his personnel file without the member receiving a copy of such statement. Unit members shall acknowledge receipt of such statement in writing by signing that they received a copy. Signing or initialing is not an indication of agreement, but solely evidence of receipt.
- 3) A unit member may, at his discretion, attach rebuttal statements to any material contained in his personnel file which may be of a derogatory nature.
- 4) All unit employees may request that their home department personnel files, both electronic and paper versions, be purged of any adverse materials which are three (3) years or older providing the employee has received no disciplinary action for the same thing during the one-year period immediately preceding the request. The request must be in writing and forwarded through official channels. Any adverse materials which are three (3) years or older, shall be purged from the home department personnel file and moved to a section marked "Inactive" in the Central HR Department personnel file. Discipline notices are exempted from these provisions except as described below.
- 5) A unit member may request to have documents related to disciplinary actions, which are ten (10) years or older, removed from their home department personnel file when there have been no incidents or problems of a similar nature within the ten (10) year period immediately preceding the request, and the discipline notice will be moved to a section marked "Inactive" in the Central HR Department personnel file. The term "disciplinary actions" is defined as:

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

#### **E. Fair & Impartial Treatment**

All unit members 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 members under the terms of this MOU.**

#### **F. Notice**

A unit member shall be given a minimum of seventy-two (72) hours, excluding weekends, to confer with his representative prior to responding, either orally or in writing, to any document presented by the City.

#### **G. 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 two (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 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 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.

A supervisory counseling will only be retained in the supervisor’s file. It will not be placed in the employee’s personnel file. The supervisory counseling will be purged from the supervisor’s file one (1) year from the date of receipt provided no further incidents of a similar nature occur during this one (1) year period from the incident. Upon request, a purged supervisory counseling will be returned to the employee.

## **H. Written Reprimand / Suspension**

Upon request, an employee who receives a written reprimand or suspension will receive a copy of the information upon which the discipline is based.

## **I. File Purge**

Purging requests apply to all files, in all formats, in all locations.

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

## **J. PMG**

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 PMG.

The City shall maintain and provide to each employee at each annual PMG review, a record of exposure for the following: herbicides and pesticides. Asbestos will be included, provided the employees are wearing the required protective equipment necessary for asbestos removal.

If an employee is not given his/her PMG by the annual review date, the employee’s merit increase shall be processed within twenty-one (21) calendar days following the above due date and be retroactive to the PMG annual review date. (If the PMG is an overall “met”).

## **K. Departmental Policies**

The City will notify employees and Unit I 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 twenty-one (21) working days. Review of policy and procedure revisions shall be included in employee group meetings when appropriate and practical to do so.

## **Section 1-5. 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 1-6. New Positions / Classifications**

### **A. Reclassification Studies**

The City shall give notice to the Union within ten (10) working days whenever a reclassification study relating to a group or work unit belonging to Unit I is undertaken. The Classification and Compensation Section 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 Union of any Unit I reclassification study thirty (30) calendar days prior to that study being presented to the Personnel Committee.

The City will notify the Union, in writing, thirty (30) calendar days in advance before any new position or classification is placed permanently within any field unit.

### **B. New Classifications**

The parties agree to consult on the inclusion or exclusion of new classification(s) in the bargaining unit and will thereafter refer any such matter to PERB for appropriate action.

### **C. Classification Changes**

The City agrees that except in extraordinary situations it will notify the Union in advance in writing when significant changes will be made in the duties and responsibilities in position classification standards resulting in classification changes.

### **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 City will inform the Union when Union-requested classification studies are begun and will inform the Union in writing of progress of the study at thirty (30) calendar day intervals.

## **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 members 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 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 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 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**

- 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 function head on a rotating schedule.**

**Member – The Union President, or designee.**

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.

#### **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 1-3 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 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.**

#### **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 a maximum of six (6) Union committee members, no more than four (4) of whom may be bargaining unit members and five (5) representatives of the City in addition to the Labor Relations Administrator, or designee, who shall be Chairman. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for free and informal discussion of mutual concerns and problems.**

- 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 member, such representative shall not lose pay or benefits for meetings mutually scheduled during duty time.
- E. During this Memorandum of Understanding, the City and the Union will establish a Labor-Management Committee dedicated to the discussion of cost analysis for potential contracted work presently performed by Unit employees, the reduction in force process and any other matters deemed relevant by the Committee.
- F. **During this Memorandum of Understanding, the City and the Union will discuss the following topics at the Labor Management Committee Meetings:**
  - **Ways to address absenteeism within each department;**
  - **Working hours, and**
  - **CDL Renewal Process.**

### **Section 2-3. Bargaining Unit Work**

- A. The City will schedule a meeting with the Union, with a minimum of seven calendar days' notice, except in emergency situations, to discuss management recommendations and basis for contracting of work presently being performed by unit members, which would directly result in a reduction in the number of regular unit positions during the term of this agreement. The meeting will occur prior to any final recommendation to the City Council. Failure by the City to meet with the Union under this Article may be subject to the Grievance Procedure (Article 2, Section 2-1) of this MOU. The management recommendation, and final decision thereon by the City, shall not be subject to the Grievance Procedure (Article 2, Section 2-1.)
- 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.

- 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 two (2) unit employees appointed by the Union and two (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 members 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.

To ensure that bargaining unit members are trained adequately to safely deal directly with members of the public and to properly refer citizens to appropriate City agencies, all bargaining unit members 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**

During the term of this MOU, the Union and the City shall establish a Joint Pilot Apprentice Program 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 five (5) person Joint Apprenticeship Committee (Committee). The Committee shall be comprised of two (2) Union representatives, two (2) City of Phoenix Parks and Recreation Department representatives, and one (1) jointly agreed to representative with appropriate academic, educational, or occupational expertise.

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**

During the term of this MOU, the Union and the City shall establish a Joint Pilot Apprentice Program 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 five (5) person Joint Apprenticeship Committee (Committee). The Committee shall be comprised of two (2) Union representatives, two (2) City of Phoenix Public Works Department representatives, and one (1) City of Phoenix Human Resources Department Safety Section employee.

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**

**During the term of this MOU, the Union and the City shall establish a Joint Pilot Apprentice Program 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 five (5) person Joint Apprenticeship Committee (Committee). The Committee shall be comprised of two (2) Union representatives, two (2) City of Phoenix Streets Department representatives, and one (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 member have been negotiated in place of a direct payment and costed as part of the overall economic package. Examples include: life insurance, long term disability insurance, leave payouts, etc.

### Section 3-1. Wages

- A. In year one of the agreement, the economic value of ongoing total compensation increases will equal 2.0%. In addition to this increase, Unit 1 employees will receive an early signing incentive of an additional ongoing 0.25% economic value of total compensation increase for signing a complete contract prior to fact finding hearings. Unit 1 employees will also receive a one-time payment equal to the economic value of 1.0% total compensation.**
- 1. 2.31% wage increase effective July 2019 for all steps.**
  - 2. An additional 0.69% wage increase effective July 2019 applied to step 9 only.**
  - 3. One-time payment of \$561.00 for each full-time unit member paid in the first pay cycle of August 2019.**
- B. In year two of the agreement, the economic value of ongoing total compensation increases will equal 1.0%. Unit 1 employees will also receive a one-time payment equal to the economic value of 1.0% total compensation.**
- a. 1.17% wage increase effective July 2020 for all steps.**
  - b. One-time payment of \$563.00 for each full-time unit member paid in the first pay cycle of August 2020.**
- 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 thirty (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 3-1A. Productivity Enhancement Pay**

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

### **A. Pay Benefit:**

**In November 2019, June 2020, November 2020, and May 2021**, unit members who meet the additional qualifications of this section shall qualify for fifty dollars (\$50.00) for each full year of continuous full-time service in excess of five (5) years, up to an annual maximum of fourteen hundred dollars (\$1,400.00) at nineteen (19) years.

**In November 2019, June 2020, November 2020, and May 2021**, unit members who have completed at least twenty (20) years of full-time service and who meet the additional qualifications of this section shall qualify for sixty-five dollars (\$65.00) for each full year of continuous full-time service in excess of five (5) years, up to an annual maximum of eighteen hundred twenty dollars (\$1,820.00).

### **B. Qualifications:**

- 1) An employee must have completed at least one (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 ninety (90) days to one-hundred-twenty (120) days, and if that evaluation is an overall "Met", he 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 member 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 member'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 Productivity Enhancement pay, the employee will be moved to the top step and continue to be eligible for Productivity Enhancement pay.

### **Section 3-2. 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 forty (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 (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.

- 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 members 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: One and one-half (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 the first seven (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 quarter (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 twelve (12) hours off between shifts. If this is not possible and the unit member is not receiving overtime pay for the additional hours worked (the unit member is not entitled to both overtime and 12-Hour Rule time), the unit member shall receive 12-Hour Rule compensation (one and one half (1-1/2) times the regular rate) for each full hour worked within the described twelve (12) hour period. This language only applies to employees who work two (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 two hundred-ten (210) 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 two hundred-ten (210) hours must be paid in cash.

Effective July 2009, two hundred-ten (210) hours is increased to two-hundred-fifteen (215) hours.

### **Section 3-2A. Call-Out Pay**

- A.** A unit member 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 three (3) hours pay at time and one-half (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 three (3) hour minimum. The total travel time compensated for round trip travel to and from the job site shall be forty-five (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.

### **Section 3-3. Out-Of-Class Pay**

A unit member 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 ten (10) regular working shifts of assignment in the higher class within any twenty-four (24) month period; satisfactory performance during a previous appointment to the higher class will be credited to the qualifying period. The days of out-of-class 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. Any employee in the Parks and Recreation Department and the Street Transportation Department, who has accrued one hundred and twenty (120) hours and who has completed training approved by the City and who has received a City certificate certifying that they can operate the equipment, shall not be required to accumulate any shifts as stated in this section to qualify for out-of-classification pay.

- B.** Temporary assignments out-of-class shall be recorded only in full-shift units. A unit member working out-of-class for four (4) hours in an eight (8) hour shift or five (5) hours in a ten (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 four (4) or five (5) hours in any given 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. 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 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 rank.
- F. The City shall endeavor to be equitable in the distribution of out-of-class assignments amongst qualified unit members.
- G. The City shall not make out-of-class assignments pursuant to this Article in an arbitrary and capricious manner.

### **Section 3-4. Pesticide Applicator Differential**

Licensed Pesticide Applicators shall receive fifty cents (\$.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.

### **Section 3-5. Shift Differential Pay**

Unit members shall receive fifty cents (\$.50) 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 seventy-five cents (\$.75) per hour in addition to their hourly rate of pay when working a night shift which includes work during the period after midnight to 3:30 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 fifty cents (\$.50) 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 seventy-five cents (\$.75) 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 3-5A. Weekend Shift Differential Pay**

A unit employee shall receive forty-five cents (\$0.45) per hour added 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 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 remained available at three dollars and twenty-five cents (\$3.25) per hour. Unit 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/herself for work as scheduled, shall be paid for at least four (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 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 four (4) hours at the hourly or applicable 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 time, accumulated substitute holiday credit, or unpaid leave for the balance of his regular shift.

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 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 3-8. Jury Duty Pay**

A unit member 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 member 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 member 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 member must present verification of the jury service.

Unit members 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 witness leave shall not be allowed when the unit member is the defendant, plaintiff, or voluntary character witness in a court action.

### **Section 3-9. Deferred Compensation Program**

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

### **Section 3-10. Sick Leave Conversion at Retirement**

#### **A. Sick Leave Cash Out Formula**

A unit member who has accumulated a minimum of seven hundred and fifty (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 twenty-five percent (25%) of his base hourly rate for all hours in excess of two hundred and fifty (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.

## **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.

#### **B. Work Week Defined**

The regular work week for regular full-time unit members shall consist of five (5) consecutive work days in a seven (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 four (4) day work week.

#### **C. Work Day Defined**

The work day for regular full-time unit members shall consist of eight (8) hours of work within any twenty-four (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 ten (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 fourteen (14) days to the affected employee(s) and to the Union. Exceptions for more or less than the fourteen (14) days notice mentioned above may be mutually agreed to by labor and management on a case by case non-precedent basis.

When temporary work schedule changes are necessary, the Department will try to give affected employees at least two (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.

It shall be appropriate for the Labor-Management Committee (Article 2, Section 2-2) to review and discuss the daily starting and ending times of summer hours.

## **F. SWEO Schedule**

The City may implement a ten (10) hour workday, four (4) workdays per week schedule in all functions of the Solid Waste Management Division. The implementation of the "four/ten" work schedule in other departments designated under Field Unit I may be considered in the Labor-Management Committee upon submission of a request by either party.

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

## **Section 4-2. Rest and Lunch Periods**

- A.** Existing workday schedules spanning nine (9) elapsed hours shall continue to include a sixty (60) minute unpaid meal period. Existing workday schedules of eight and one-half (8-1/2) hours and ten and one-half (10-1/2) hours shall continue to include a thirty (30) minute unpaid meal period. Workday schedules of eight (8) and ten (10) consecutive hours shall include a paid straight time meal period of up to one-half (1/2) hour on the job. Two (2) non-work periods of up to fifteen (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.** When a unit member 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 members showing each unit member'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.
- 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 members 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 thirty (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 member 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 unit employees and their eligible dependents. These services will be furnished by an independent contract agency to be chosen by the City.

### **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 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 Union.
- C.** The City shall retain the dental insurance plan for unit members and their qualified dependents. The plan shall consist of eighty percent (80%) payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The plan shall also include an orthodontia benefit providing for eighty percent (80%) payment of reasonable and customary charges up to a maximum lifetime benefit of four-thousand (\$4,000) dollars per person. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. The City shall pay the premium costs for single unit employees (employee only coverage), and seventy-five percent (75%) of the premium costs for unit employees and their qualified dependents (family coverage).

The City shall maintain the current dental premium split. 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.

- D.** The City agrees to continue the formalized complaint procedure with respect to the service under all plans.
- E.** Unit members retiring on or after July 1, 2006, who meet all other MERP eligibility requirements and purchase either single or family City of Phoenix health insurance, shall receive an additional \$100.00 (one hundred dollars) per month to help defray the cost of health insurance.

Unit members 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 members the existing off-the-job and on-the-job life and dismemberment insurance coverage. The face value of the policy being fifteen thousand dollars (\$15,000); in addition the City will pay seventy-five thousand dollars (\$75,000) for death in-the-line-of-duty insurance.

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 current base hourly rate. The beneficiary shall be designated on the Employee Declaration of Beneficiary card for the City of Phoenix Group Life Insurance Program on file in the City Human Resources Department.

Additionally, the City will provide to each unit member a \$200,000 death benefit covering the unit member's commutation to and from his City work location. This policy will be consistent with the policy negotiated in 1997 with CIGNA Group Insurance, and will cover the unit member's 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 MOU.

In the event of the death of a unit member while commuting to or from his work location, for a period of two hours each way, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. This policy will be consistent with the terms of the 1997 agreement between the City of Phoenix and CIGNA Group Insurance, for the payment of a supplementary commutation life insurance policy for each unit member. The Union will pay the cost of this benefit, if any, the first year of each new MOU 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 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. After an established ninety (90) calendar day qualifying period, the plan will provide up to sixty-six and two-thirds percent (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.

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.

## **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
Independence Day	July 4
Labor Day	September, First Monday
Veteran's Day	November 11
Thanksgiving Day	November, Fourth Thursday
Friday after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	Four (4) hours 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 six (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 twenty-four (24) hour, seven (7) day operations and seven (7) day non-continuous 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 member's regularly scheduled day off falls on a holiday to which he is entitled under this Article, first (1st) consideration shall be given to allowing three (3) consecutive days off, but if this is not feasible, a substitute day off of eight (8) hours with pay shall be given at straight time on a day designated by the Department Head. Unit members 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 ten (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 member 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 time and one-half (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:

<u>SERVICE</u>	<u>MONTHLY ACCRUAL</u>	<u>MAXIMUM CARRYOVER</u>	<u>MAXIMUM PAYOUT</u>
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 holidays, unit members whose regularly assigned work week consists of four (4) ten-hour (10) shifts, shall not be required to submit documentation for two (2) hours of paid leave.

Unit members shall be allowed a vacation buyout twice per calendar year, by notifying the Department head 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 eighty (80) hours taken in no more than forty (40) hour increments, after the employee has accumulated a minimum of one-hundred seventy-five (175) hours and has used forty (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 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.

- E.** 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. 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 five (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 five (5) incidents not to exceed a total of forty (40) hours each calendar year.

For all the above mentioned leaves, (sick leave, vacation, and compensatory leave) the employee will not have these leaves be considered a negative factor, when evaluating the job performance of an employee involved in a leave management program, up to a maximum total of seven (7) incidents per calendar year. An incident is defined as an absence from work, regardless of the length of time.

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.

#### **F. Leave Donations**

Unit members 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 Members 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 members each MOU year shall be \$6,500.
  - 2. To be eligible for any reimbursement, unit members 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.
- C.** The City will reimburse unit members for expenses incurred as a result of requiring and maintaining certification required by the City. 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 members 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 sixty (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 member, 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.
- 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 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 the same benefits for authorized work on holidays as received by regular full-time unit members. 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 one-thousand forty (1,040) hours of work in Step 1 and for advancement from Pay Step 2 to Pay Step 3 after working two-thousand-eighty (2,080) hours in Pay Step 2.

Hourly paid unit members who have worked a minimum of fifty (50) hours in each pay period for twenty-six (26) consecutive weeks shall be entitled to the same benefits as received by regular full-time unit members. 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 two (2) weeks in one pay period in the twenty-six (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 **2019**, up to the beginning of the first regular pay period commencing in July **2021**. In compliance with the Meet and Confer Ordinance (Phoenix City Code Chapter 2, Article XVII, Division 1) as may be amended, on or before December 1, **2020**, 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 MOU constitutes the total and entire agreements between the parties and no verbal statement 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.**

IN WITNESS WHEREOF, the parties have set their hands this  
\_\_\_\_\_ of May, 2019

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Jennifer Grondahl, LIUNA Local 777 Representative

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David Mathews, Deputy Human Resources Director, City of Phoenix

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Ed Zuercher, City Manager, City of Phoenix

ATTEST:

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Denise Archibald, City Clerk, City of Phoenix

APPROVED AS TO FORM:

---

Acting City Attorney, City of Phoenix

LIUNA 777 Team:  
Jennifer Grondahl  
Robert Reidenbach  
Daniel Salinas  
David Robles  
Richard Murillo  
Ronald March  
Oscar Sandoval

City of Phoenix Team:  
David Mathews, Human Resources  
Shenal Hooks, Human Resources  
Karen Truesdale, Human Resources  
Esther Avila, Parks and Recreation  
Briiana Velez, Street Transportation  
Felipe Moreno, Public Works



## **Designation of Voting Centers for the May 21, 2019 Runoff Election - Emergency Clause (Ordinance S-45537)**

Request the City Council to designate voting centers for the City of Phoenix Runoff Election to be held on May 21, 2019, and establish the days and hours for voting.

### **Summary**

All proposed 11 sites in and around Districts 5 and 8 are the most commonly used locations by voters in these districts and were utilized in the March 12, 2019 Special Election. The voting centers will be open for the usual days and hours from 10 a.m. to 4 p.m. on Saturday, May 18; 9 a.m. to 6 p.m. on Monday, May 20; and 6 a.m. to 7 p.m. on Election Day, Tuesday, May 21. Registered voters in Districts 5 and 8 can go to any of the proposed voting center locations to cast their ballot.

### **Public Outreach**

Households with one or more registered voters will receive a Sample Ballot Pamphlet (SBP) in mid April containing a list and map showing the voting center locations and the days and hours the voting centers will be open. The SBP also will contain general information about the election. Information also will be available online at [phoenix.gov/elections](http://phoenix.gov/elections). All election information is provided in English and Spanish.

An interactive voting center locator will be available at [phoenix.gov/elections](http://phoenix.gov/elections). The locator will allow a voter to enter an address or use their current location on a mobile device to identify the nearest voting centers. The application also will indicate the level of voting activity at each location so voters can identify sites that are less busy.

### **Location**

A map of the proposed voting center locations is attached (**Attachment A**).

### **Emergency Clause**

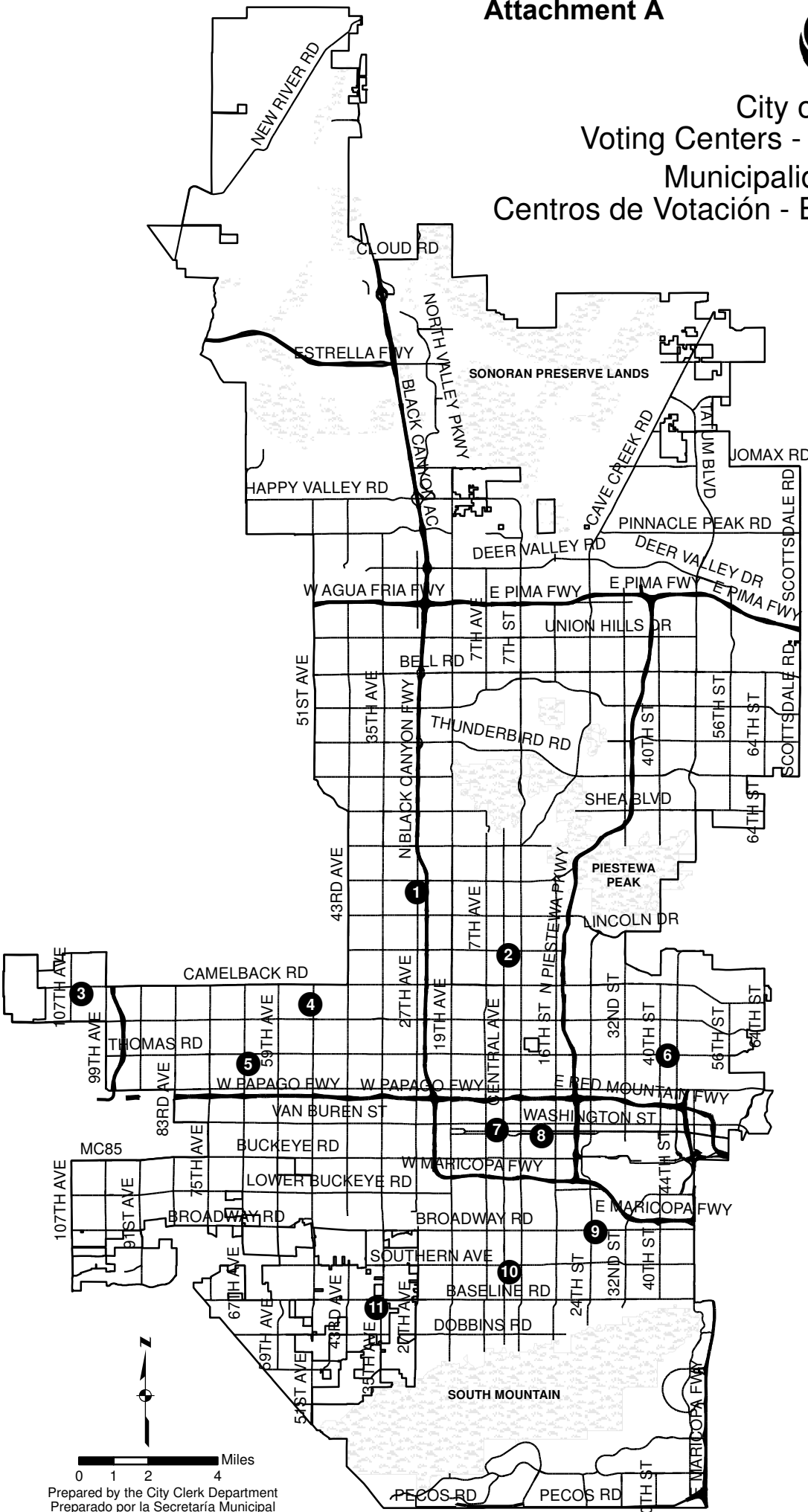
The emergency clause is necessary to meet legal requirements related to the printing of the Sample Ballot Pamphlet.

**Responsible Department**

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



City of Phoenix  
 Voting Centers - May 2019 Election  
 Municipalidad de Phoenix  
 Centros de Votación - Elección de mayo de 2019



VOTING CENTER LOCATION LIST	
LISTA DE LAS UBICACIONES DE LOS CENTROS DE VOTACIÓN	
1	<b>Helen Drake Senior Center</b> 7600 N. 27th Ave.
2	<b>North Phoenix Baptist Church</b> 5757 N. Central Ave.
3	<b>Pendergast Community Center</b> 10550 W. Mariposa St.
4	<b>Maryvale Community Center</b> 4420 N. 51st Ave.
5	<b>Desert West Community Center</b> 6501 W. Virginia Ave.
6	<b>Memorial Presbyterian Church</b> 4141 E. Thomas Rd.
7	<b>Phoenix City Hall</b> 200 W. Washington St.
8	<b>Eastlake Park Community Center</b> 1549 E. Jefferson St.
9	<b>Broadway Heritage Neighborhood Res. Ctr.</b> 2405 E. Broadway Rd.
10	<b>South Mountain Community Center</b> 212 E. Alta Vista Rd.
11	<b>Cesar Chavez Branch Library</b> 3635 W. Baseline Rd.



**Appoint Election Officials and Boards for May 21, 2019 Runoff Election (Ordinance S-45538)**

Request to appoint the required election officials and boards for early ballot processing and at the designated voting centers for the City of Phoenix Runoff Election on Tuesday, May 21, 2019; fixing the honorariums of the election officials and boards; and authorizing payment thereof.

**Summary**

On Tuesday, May 21, 2019 the City of Phoenix will conduct a Runoff Election in which all Phoenix voters residing in Council Districts 5 and 8 will elect a council member to represent their respective districts.

A Runoff Election is required by the City Charter on May 21 because no candidate for the offices in Districts 5 and 8 received a majority of the votes cast in the March 12, 2019 Special Election.

This request asks the City Council to appoint the board workers needed for processing early ballots received in the mail and preparing those ballots for tabulation, and the board workers needed to conduct voting at the voting centers. The City Code and this ordinance authorize the City Clerk to appoint additional boards necessary to process and prepare ballots for tabulation. Board workers are paid an honorarium for their service as provided by the City Code and related ordinance.

**Responsible Department**

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





**Multi-City Subregional Operating Group User Charge Rates (Ordinance G-6573)**

Request City Council approval to amend Phoenix City Code for the Multi-City Subregional Operating Group (SROG) User Charges.

**Summary**

This request amends the Phoenix City Code Chapter 28, Article V, Section 28-39 (a) 4, implementing changes to the sewer user charges to the Multi-City Subregional Operating Group (SROG) members effective July 1, 2019 (**Attachment A**).

The City of Phoenix participates with the cities of Glendale, Mesa, Scottsdale, and Tempe in Intergovernmental Agreement 22699 (IGA), for construction, operation and maintenance of the jointly-used 91st Avenue Wastewater Treatment Plant (WWTP). As lead agency, the City of Phoenix is responsible for the planning, budgeting, construction, operation and maintenance of the plant, and for billing member cities. The other members pay for costs of operation and maintenance based on anticipated use of the facility measured by sewage flows and strengths. These costs are recovered from the other members through user charges implemented annually on July 1 of each fiscal year.

The charges, to be effective July 1, 2019, are used as a basis to fairly allocate costs to the member cities for use of the 91st Avenue WWTP for Fiscal Year 2019-20. The Fiscal Year 2019-20 estimated costs shown below were included in this year’s wastewater financial planning process.

The following SROG user charges and allocation of estimated costs were approved by the SROG Committee on Feb. 13, 2019 (**Attachment B**).

<u>SROG Member</u>	<u>User Charge per 1,000 Gallon</u>	<u>Allocation of FY 2018-19 Estimated Costs</u>
City of Glendale	\$1.21469	\$3,502,561
City of Mesa	1.10740	8,084,036
City of Scottsdale	1.32204	4,342,895

City of Tempe	0.80848	<u>5,665,848</u>
<b>Subtotal</b>		<b>\$21,595,340</b>
City of Phoenix	0.96702	<u>29,472,330</u>
<b>Total</b>		<b>\$51,067,670</b>

**Concurrence/Previous Council Action**

This item was previously approved by City Council on April 18, 2018 (Ordinance G-6446).

**Responsible Department**

This item is submitted by City Manager Ed Zuercher and the Finance and Water Services departments.

**ATTACHMENT A**

**THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL, ADOPTED ORDINANCE.**

ORDINANCE NO. G- \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 28 OF THE PHOENIX CITY CODE BY AMENDING SECTION 28-39(a)4 PERTAINING TO SEWER USER BILLING RATES TO SUBREGIONAL OPERATING GROUP (SROG) MEMBER CITIES; AND PROVIDING FOR AN EFFECTIVE DATE OF [JULY 1, 2019](#).

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That the Phoenix City Code, Chapter 28, entitled "Sewers", Section 28-39(a)4, is hereby amended as follows:

"4. Multi-City Subregional Operating Group (SROG) Agreement Members.

<u>Member</u>	<u>Sewer User Billing Rate Per Thousand Gallons</u>
City of Glendale	<del>\$ 1.26694</del> \$ 1.21469
City of Mesa	<del>\$ 1.10251</del> \$ 1.10740
City of Scottsdale	<del>\$ 1.33976</del> \$ 1.32204
City of Tempe	<del>\$ 0.79027</del> \$ 0.80848"

SECTION 2. The amendments to Chapter 28 of the Phoenix City Code as set forth in this ordinance shall be effective and enforceable [July 1, 2019](#).

PASSED by the Council of the City of Phoenix this 3rd day of April, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager

DRAFT



February 26, 2019

Ms. Holly Rosenthal  
City of Tempe  
255 E. Marigold Lane  
Tempe, Arizona 85281

RE: ACTIONS OF THE SROG COMMITTEE

Dear Ms. Rosenthal:

This letter serves to inform you that at their February 13, 2019 meeting, the SROG Committee took the following actions:

Approved the proposed Fiscal Year 2019-20 Operations and Maintenance Budget base request of \$51,067,670 and that the Operating Fund Balance Reserve be increased \$182,863 in order to maintain the required 12.5% of the Fiscal Year 2019-20 budget.

Approved the Fiscal Year 2019-20 Multi-City SROG User Charge Rates based upon the sewage volumes and strengths as presented.

Approved the Fiscal Year 2019-20 Capital Improvement Projects Cash Flow Estimate for the 91<sup>st</sup> Avenue WWTP as presented.

Accepted the SROG Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2018, and Year-End Settlement, as presented, for the same fiscal year.

Adopted the revised 91<sup>st</sup> Avenue WWTP influent flow and loading projections for Fiscal Year 2019-20.

Authorized the City of Phoenix to select, negotiate a scope of work and fee, and enter into an on-call contract with Stantec for an amount not to exceed \$25,000 for design and construction administration and inspection services related to the Solar Sludge Drying Beds project number WS90100098 at the 91<sup>st</sup> Avenue WWTP.

Accepted the 91st Avenue WWTP Facilities Assessment results.

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Arizona Municipal Water Users Association

3003 North Central Avenue, Suite 1550, Phoenix, Arizona 85012 • (602) 248-8482 • amwua.org

If you have any questions regarding the above action, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michelle Barclay', with a stylized, flowing script.

Michelle Barclay  
SROG Program Coordinator

MB  
h:\srog\srog-action-letters\f19\02-13-19\_action\_letter.doc



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**Business Roadmap Program Facilitation Services - Requirements Contract - RFQ 19-078 (Ordinance S-45505)**

Request to authorize the City Manager, or his designee, to enter into a contract with A New Leaf, Inc. to facilitate the Business Roadmap Program (BRP) and DreamBuilder Academy in English and Spanish for the Phoenix Public Library. The aggregate contract value will not exceed \$40,000 (including applicable taxes), with an estimated annual expenditure of \$20,000. Further request authorization for the City Controller to disburse all funds related to this item.

**Summary**

This contract will provide entrepreneurs in business and non-profit organizations opportunities to participate in the hive @ central's Business Roadmap Program (BRP) and DreamBuilder Academy in both English and Spanish. BRP and DreamBuilder includes classes and workshops that are open to the public for the entrepreneur, micropreneur and the small business community and are designed to provide knowledge in topics such as "How to Start a Business in Arizona" and "The Legal Ins and Outs of Startups." A New Leaf, Inc. will provide facilitators for all classes and workshops, purchase any necessary class and workshop materials and collect data on participant demographics, business information and bench mark anecdotes utilizing participant surveys and interviews.

**Procurement Information**

RFQ 19-078 Business Roadmap Program - English & Spanish was conducted in accordance with Administrative Regulation 3.10. Two offers were received by the Procurement Division on Jan. 8, 2019. The offers were evaluated based on price, responsiveness to all specifications, terms and conditions and responsibility to provide the required goods and services.

The offers received were:

- A New Leaf, Inc.: \$19,020 annually.
- The Center for Professional Development, Inc.: \$91,800 annually.

The Deputy Finance Director recommends that the offer from A New Leaf, Inc. be accepted as the lowest priced, responsive and responsible offeror.

**Contract Term**

The two-year contract term shall begin on or about April 3, 2019.

**Financial Impact**

The aggregate contract value will not exceed \$40,000 (including applicable taxes), with an estimated annual expenditure of \$20,000. Funds are available in the Library Department's budget.

**Location**

Burton Barr Central Library, 1221 N. Central Ave.  
Council District: 7

**Responsible Department**

This item is submitted by Assistant City Manager Milton Dohoney, Jr. and the Library and Finance departments.





**Acquisition of Real Property Located at Northwest Corner of 59th Avenue and Baseline Road for Park-and-Ride and Transit Center (Ordinance S-45504)**

Request to authorize the City Manager, or his designee, to acquire fee title or lessor interest in all or portions of land located at the northwest corner of 59th Avenue and Baseline Road for a park-and-ride and transit center, and if necessary, provide relocation assistance as required under state and federal law. Further request authorization to enter into temporary occupancy agreements as may be necessary to and in furtherance of this acquisition. Acquisition is to be by donation, purchase within the City's appraised value, purchase at a settlement amount arrived through mediation and determined by the City Manager or designee to be reasonable under the circumstances, or by the power of eminent domain. Further request authorization for the City Treasurer to accept, and for the City Controller to disburse all funds related to this item.

**Summary**

Public Transit staff has worked to identify land at this location (approximately four to five acres) for a future park-and-ride and transit center in order to provide regional commuter options and connectivity to the South Mountain Freeway, as well as the continued expansion of transit services under the City's Transportation 2050 (T2050) plan. The proposed park-and-ride and transit center will serve an existing cross-town local bus route on Baseline Road which serves commuters in both Phoenix and Tempe, a future local bus route on Dobbins Road, and any other routes which may be expanded in the area. The new facility will also serve as a destination for a future RAPID bus route into downtown Phoenix, and a potential bus rapid transit (BRT) route on Baseline Road. The park-and-ride will provide between 200-400 parking spaces and have manned security, closed circuit cameras, transit ticket vending machines, and berths for current and future bus routes. The land to be acquired is currently farmland located at the northwest corner of 59th Avenue and Baseline Road, and is identified by Maricopa County Assessor parcel number 104-86-007.

**Financial Impact**

The capital project is funded with regional Prop. 400 and Federal Transit Administration funds, available in the Public Transit Department Capital Improvement Program budget.

**Concurrence/Previous Action**

On May 16, 2018, the Public Transit and Finance departments previously received City Council approval to negotiate with the property owners at the southeast corner of 59th Avenue and Baseline Road for a potential park-and-ride and transit center. Planning for development on that site continues and staff is seeking to explore all options in the area.

**Location**

Northwest corner of 59th Avenue and Baseline Road.  
Council District: 7

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Public Transit and Finance departments.



**Acceptance and Dedication of an Easement for Public Utility Purposes  
(Ordinance S-45509)**

Request for the City Council to accept and dedicate an easement for public utility purposes; further ordering the ordinance recorded.

**Summary**

Accepting and dedicating the property interests below will meet the Planning and Development Department's Single Instrument Dedication Process requirement prior to releasing any permits to applicants.

Easement (a)

Applicant: Tsalm Services LLC, its successor and assigns

Purpose: Public Utility

Location: 2224 N. 37th Place

File: FN 190004

Council District: 8

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development and Finance departments.



**Printing Equipment Repair and Maintenance - Requirements Contract - RFA 18-240 (Ordinance S-45519)**

Request to authorize the City Manager, or his designee, to enter into a contract with Mark Andy, Inc., Mark Andy Print Products for printing equipment repair and maintenance for the City Clerk Department in an aggregate amount not to exceed \$39,600 over three years. Further request authorization for the City Controller to disburse all funds related to this item.

**Summary**

This contract will provide repair and maintenance of the existing Presstek Dimension Computer-To-Plate printing equipment used by the City Clerk Department Print Shop. The printing equipment is used to make metal plates for all offset presses. Repair and maintenance is required to ensure the equipment is functional and capable of printing public information materials for City departments.

This item has been reviewed and approved by the Information Technology Services Department.

**Procurement Information**

The original contract for this equipment was awarded through a competitive Invitation for Bids process. In accordance with Administrative Regulation 3.10, normal competition for ongoing printing equipment repair and maintenance was waived as the result of a Determination Memo citing parts and service provided by the manufacturer mitigates the risk of future expensive repairs and only factory trained technicians are authorized to repair this equipment.

**Contract Term**

The three-year contract term shall begin on or about April 3, 2019.

**Financial Impact**

The aggregate contract value shall not exceed \$39,600 (including applicable taxes), with an estimated annual expenditure of \$13,200. Funds are available in the City Clerk Department budget.

**Concurrence/Previous Council Action**

On Oct. 3, 2012, City Council awarded City Clerk Contract 134686 to Presstek, Inc., now Mark Andy, Inc., Mark Andy Print Products to provide the City Clerk Department with a computer-to-plate printing system.

**Responsible Department**

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



**Mailroom Equipment, Supplies and Maintenance - State of Arizona Cooperative Contract - ADSPO16-16987 (Ordinance S-45523)**

Request to authorize the City Manager, or his designee, to utilize the Maricopa County Cooperative Contract awarded as a result of solicitation - ADSPO16-16987, and to enter into a contract with Pitney Bowes, Inc. for mailroom equipment, supplies and maintenance. Further request authorization for the City Controller to disburse all funds related to this item. The aggregate contract value will not exceed \$31,000.

**Summary**

The mailroom equipment, supplies and maintenance contract will allow the Police Department to accurately and efficiently process mail through its mail folding/inserter high capacity sheet feeder machine. This equipment is used to prepare approximately 25,000 - 30,000 envelope mailers per month. In addition this contract covers repairs, maintenance, labor, travel time and parts required for repair for the term of the contract.

**Procurement Information**

In accordance with Administrative Regulation 3.10, a participating agreement is required when the City uses a cooperative agreement from another public agency. The contract was awarded through a competitive process consistent with the City's procurement processes, as set forth in the Phoenix City Code, Chapter 43. The State of Arizona contract covers the purchases of mailroom equipment, supplies and maintenance; and was awarded May 15, 2017.

**Contract Term**

The five-year contract term shall begin on or about April 1, 2019.

**Financial Impact**

The aggregate contract value will not exceed \$31,000. Funds are available in the Police Department's budget.

**Responsible Department**

This item is submitted by Assistant City Manager Milton Dohoney, Jr. and the Police Department.



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**Hazardous and Non-Hazardous Material Removal and Disposal - Requirements Contract - RFP 14-012A (Ordinance S-45532)**

Request to authorize the City Manager, or his designee, to extend contracts 138276 with Kary Environmental Services Inc., 138277 with Clean Harbors Environmental Services Inc., and 138278 with Environmental Response Inc. to support a month-to-month extension, up to four months, through Aug. 31, 2019 to provide Citywide departments with hazardous and non-hazardous material removal and disposal, on an as-needed basis while a new procurement is completed. Further request authorization for the City Controller to disburse all funds in an amount not to exceed \$500,000 related to this item.

**Summary**

Contractors provide hazardous and non-hazardous material removal by utilizing sampling, cleanup, packaging, manifesting, storing and transporting various waste types from city and non-city sites to regulated Treatment, Storage, and Disposal Facilities for ultimate disposal, recycling, and/or destruction on an emergency and non-emergency basis in order to minimize risks to human health and/or the environment. The primary departments that use these contracts are Public Works, Water Services, Aviation, Environmental Programs, Housing and Police. The extension of these contracts ensures that services are not interrupted while a procurement incorporating new environmental requirements is completed.

**Financial Impact**

The estimated expenditure for the month-to-month extension through Aug. 31, 2019 will not exceed \$500,000. Funds are available in various departments' budgets.

**Responsible Department**

This item is submitted by City Manager Ed Zuercher and the Finance Department.



**Deferred Compensation Plan, Defined Contribution Plan, and Post Employment Health Plan Vendor Recommendation - Hyas Group (Ordinance S-45536)**

Request to authorize the City Manager, or his designee, to enter into a contract with Hyas Group to provide investment consulting services for the City of Phoenix Deferred Compensation Plan (the “457 Plan”), 401(a) Defined Contribution Plan (the “401(a) Plan”), and Post Employment Health Plan (“PEHP”). Authorization is also requested for the City Controller to disburse funds throughout the life of the contract, as necessary. The expenditure will not exceed \$600,000 over the life of the contract, including potential extensions. Funding for services related to the City’s 457 and 401(a) Plans is in the DCP budget; and funding for services related to the City’s PEHP is in the City’s General Fund account.

**Summary**

The City issued a Request for Proposals (RFP) on June 25, 2018, seeking proposals for Investment Consulting Services for the City’s 457 Deferred Compensation Plan, 401(a) Defined Contribution Plan and Post Employment Health Plan. Five firms submitted responses to the RFP.

**Procurement Information**

Evaluations of the five proposals were conducted by an RFP selection committee composed of members of the City’s Deferred Compensation Plan (DCP) Board, PEHP Board, a member of Phoenix Fire Fighters Local 493 and City staff. Proposal scores (out of 1,000 points) were as follows:

- Hyas: 960
- Innovest: 930
- SageView: 810
- Segal Marco: 745
- RVK: 740

Interviews were conducted with two finalists: Innovest Portfolio Solutions and Hyas Group. The committee’s recommendation was submitted to the DCP Board and the PEHP Board during the combined meeting of both Boards held on Jan. 10, 2019, and both Boards approved, unanimously, the selection of Hyas Group as the investment



consultant to the 457 Plan, 401(a) Plan and PEHP for the following reasons:

- Ability to provide the full scope of services.
- Experience successfully serving the City's Deferred Compensation Plans.
- Dedicated senior leaders who work directly with the City.
- Strong local public sector presence and experience.
- Understanding integration of Deferred Compensation Plans with pension plans and other employee and retiree benefits.
- Offered Overall Satisfaction guarantee with monetary consequences.
- Experience negotiation with recordkeepers.

### **Contract Term**

The term of the agreement will be three years, starting March 1, 2019 through Feb. 28, 2022. Provisions of the contract will include an option to extend the term for up to two years, in one-year increments, which may be exercised by the City Manager, or his designee.

### **Financial Impact**

The expenditure will not exceed \$600,000 over the life of the contract, including potential extensions. Funding for services related to the City's 457 and 401(a) Plans is in the DCP budget; and funding for services related to the City's PEHP is in the City's General Fund account.

### **Responsible Department**

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



**Request for City Council to Call to Meet in Executive Session on April 17, 2019 at 1 p.m.**

Request for the City Council to call to meet in Executive Session pursuant to Arizona Revised Statutes (A.R.S.), section 38-431.03.A, on Wednesday, April 17, 2019 at 1 p.m. in the East Conference Room, 12th Floor of Phoenix City Hall, 200 W. Washington St., Phoenix, Arizona.

**Public Outreach**

The Notice and Agenda for the April 17, 2019 Executive Session will be posted no later than 1 p.m. on April 16, 2019, pursuant to A.R.S. section 38-431.02.

**Responsible Department**

This item is submitted by Assistant City Manager Milton Dohoney, Jr. and the Law Department.



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**Transfer of Retirement Funds to Arizona State Retirement System (Ordinance S-45528)**

Request to authorize the City Manager, or his designee, to transfer retirement funds for Amy Roberts in the amount of \$16,108.57 to the Arizona State Retirement System, and further request authorization for the City Controller to disburse funds.

**Summary**

Pursuant to Arizona Revised Statutes, sections 38-730 and 38-922, retirement service credits for former members of the City of Phoenix Employees' Retirement System (COPERS) may be transferred to the Arizona State Retirement System (ASRS) upon approval by the Council. The following former City of Phoenix employee has requested transfer of the balance of their credited service:

Roberts, Amy: \$16,108.57

**Concurrence/Previous Council Action**

The COPERS Board approved this item at its March 6, 2019 meeting.

**Responsible Department**

This item is submitted by Acting Deputy City Manager Toni Maccarone and the Retirement Office.



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**Transfer of Retirement Funds to Arizona State Retirement System (Ordinance S-45529)**

Request to authorize the City Manager, or his designee, to transfer retirement funds for Loretta Browning in the amount of \$84,295.13 to the Arizona State Retirement System, and further request authorization for the City Controller to disburse funds.

**Summary**

Pursuant to Arizona Revised Statutes, sections 38-730 and 38-922, retirement service credits for former members of the City of Phoenix Employees' Retirement System (COPERS) may be transferred to the Arizona State Retirement System (ASRS) upon approval by the Council. The following former City of Phoenix employee has requested transfer of the balance of their credited service:

Browning, Loretta: \$84,295.13

**Concurrence/Previous Council Action**

The COPERS Board approved this item at its March 6, 2019 meeting.

**Responsible Department**

This item is submitted by Acting Deputy City Manager Toni Maccarone and the Retirement Office.



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**Transfer of Retirement Funds to Arizona State Retirement System (Ordinance S-45530)**

Request to authorize the City Manager, or his designee, to transfer retirement funds for Douglas Salentine in the amount of \$8,532.66 to the Arizona State Retirement System, and further request authorization for the City Controller to disburse funds.

**Summary**

Pursuant to Arizona Revised Statutes, sections 38-730 and 38-922, retirement service credits for former members of the City of Phoenix Employees' Retirement System (COPERS) may be transferred to the Arizona State Retirement System (ASRS) upon approval by the Council. The following former City of Phoenix employee has requested transfer of the balance of their credited service:

Salentine, Douglas: \$8,532.66

**Concurrence/Previous Council Action**

The COPERS Board approved this item at its March 6, 2019 meeting.

**Responsible Department**

This item is submitted by Acting Deputy City Manager Toni Maccarone and the Retirement Office.



**Transfer of Retirement Funds to Arizona State Retirement System (Ordinance S-45531)**

Request to authorize the City Manager, or his designee, to transfer retirement funds for Carlos S. Encinas in the amount of \$164,758.07 to the Arizona State Retirement System, and further request authorization for the City Controller to disburse funds.

**Summary**

Pursuant to Arizona Revised Statutes, sections 38-730 and 38-922, retirement service credits for former members of the City of Phoenix Employees' Retirement System (COPERS) may be transferred to the Arizona State Retirement System (ASRS) upon approval by the Council. The following former City of Phoenix employee has requested transfer of the balance of their credited service:

Encinas, Carlos S.: \$164,758.07

**Concurrence/Previous Council Action**

The COPERS Board approved this item at its March 6, 2019 meeting.

**Responsible Department**

This item is submitted by Acting Deputy City Manager Toni Maccarone and the Retirement Office.



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**Authorization to Apply for, Accept, and Implement U.S. Department of Housing and Urban Development Family Self-Sufficiency Service Coordinator Grant (Ordinance S-45514)**

Request to authorize the City Manager, or his designee, to apply for, accept, and, if awarded, enter into any agreements as necessary to implement a Family Self-Sufficiency (FSS) Service Coordinator grant from the U.S. Department of Housing and Urban Development (HUD). Further request authorization for the City Treasurer to accept, and the City Controller to disburse, all funds for the life of the grant. There is no impact to the General Fund. This grant does not require matching funds.

**Summary**

The Housing Department is seeking to apply for a FSS Service Coordinator grant from HUD. If awarded, the FSS Service Coordinator grant is anticipated to provide up to \$300,000 in funding for calendar year 2020 to fund up to four staff members. This ongoing program helps Public Housing and Section 8 residents transition from dependence on government benefits to an improved level of financial self-sufficiency.

Caseworkers coordinate support services offered by non-profit, governmental, and educational community partners; provide case planning and coordination, supportive counseling and referral and advocacy; assist with access to educational resources, vocational training and employment opportunities; and assist with budgeting, homeownership preparation, and transportation. Successful participants engage in training, improve employment outcomes, save money, and buy a home. In the past year, 14 residents graduated from the FSS program.

The Notice of Funding Availability (NOFA) is anticipated to be issued in Spring 2019. Due to the timing of the NOFA and quick turnaround for grant submittal, the Housing Department is requesting authority to apply prior to receiving the NOFA.

**Financial Impact**

There is no impact to the General Fund. This grant does not require matching funds.

**Concurrence/Previous Action**

This item was recommended for approval at the Planning and Economic Development

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Subcommittee meeting on March 13, 2019, with a vote of 4-0.

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Housing Department.





**Authorization to Apply for, Accept, and Implement U.S. Department of Housing and Urban Development Resident Opportunities and Self-Sufficiency Service Coordinator Grant (Ordinance S-45515)**

Request to authorize the City Manager, or his designee, to apply for, accept, and, if awarded, enter into any agreements as necessary to implement a Resident Opportunities and Self-Sufficiency (ROSS) Service Coordinator grant from the U.S. Department of Housing and Urban Development (HUD). Further request authorization for the City Treasurer to accept and the City Controller to disburse all funds for the life of the grant. There is no impact to the General Fund. This grant does not require matching funds.

**Summary**

The Housing Department is seeking to apply for a ROSS Service Coordinator grant from HUD. If awarded, the three-year ROSS Service Coordinator grant is anticipated to provide up to \$250,000 in total funding for calendar years 2020 to 2022 to fund one caseworker position for residents at the Matthew Henson Community. This program helps Public Housing residents create opportunities for an improved level of financial self-sufficiency.

ROSS caseworkers coordinate supportive services offered by non-profit, governmental, and educational community partners; provide supportive counseling and advocacy; facilitate access to educational resources, vocational training and employment opportunities; and develop resident empowerment opportunities.

The Notice of Funding Availability (NOFA) is anticipated to be issued in Spring 2019. Due to the timing of the NOFA and quick turnaround for grant submittal, the Housing Department is requesting authority to apply prior to receiving the NOFA.

**Financial Impact**

There is no impact to the General Fund. This grant does not require matching funds.

**Location**

840 W. Tonto St.  
Council District: 8

**Concurrence/Previous Action**

This item was recommended for approval at the Planning and Economic Development Subcommittee meeting on March 13, 2019 with a vote of 4-0.

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Housing Department.



**Authorization to Apply for, Accept and Disburse Area Agency on Aging, Region One, Inc., Grant for Home Delivered Meal Funds (Ordinance S-45521)**

Request to authorize the City Manager, or his designee, to apply for Area Agency on Aging (AAA) grant funding in an amount not to exceed \$2,082,325 for a one-year period and to enter into a contract with AAA upon successful award of the grant for the Home Delivered Meal (HDM) program. Further request authorization for the City Treasurer to accept and the City Controller to disburse all funds related to this item, if awarded.

**Summary**

AAA provides federal and state funds for HDM to seniors throughout Maricopa County. The City of Phoenix has partnered with AAA for more than 30 years. In Fiscal Year 2019-2020, the Human Services Department (HSD) is projected to prepare and deliver approximately 290,000 nutritionally balanced meals to homebound seniors.

**Contract Term**

If awarded, the resulting HDM contract will be in effect on or about July 1, 2019 through June 30, 2020, with four one-year options to extend. The City of Phoenix will reapply for funding each extension year if provided the option by AAA.

**Financial Impact**

The annual amount of the AAA contract will not exceed \$2,082,325. There is a 10 percent match requirement and the fund source for this match will be the City of Phoenix general fund. The projected match amount is \$208,233.

**Concurrence/Previous Council Action**

Ordinance S-44610 was adopted on May 16, 2018, authorizing HSD to contract with Selrico Services, Inc., for food management of the Senior Congregate and HDM programs. Selrico Services produces and delivers meals according to the specified AAA standards for the HDM program. The contract term for Selrico is July 1, 2018 through June 30, 2023.

**Responsible Department**

This item is submitted by Assistant City Manager Deanna Jonovich and the Human Services Department.



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**Amend Contract with Wildfire for Weatherization Assistance Program Grant Services (Ordinance S-45499)**

Request to authorize the City Manager, or his designee, to amend Contract 140469 with Wildfire, formerly known as the Arizona Community Action Association, to accept up to \$600,000 for the contract period May 1, 2019 thru March 31, 2020, to provide Weatherization Assistance Program (WAP) grant services, including funding for City-approved individual grant agreements between property owners and qualified contractors, in accordance with the Wildfire contract terms. Further request authorization for the City Manager or designee to execute any and all documents and agreements and take any and all other actions necessary or appropriate to administer the grant and carry out the purposes of this ordinance. Further requesting authorization for the City Treasurer to accept and the City Controller to disburse all funds.

**Summary**

The Neighborhood Services Department (NSD) utilizes funding received from Wildfire, and other local organizations and federal agencies, to perform weatherization activities in households which meet federal poverty income guidelines throughout the city. WAP services include energy efficiency retrofit activities, such as attic insulation, sun screens, duct sealing, room pressure relief/air balancing, and the repair or replacement of heating and cooling systems to eligible homes. NSD also provides WAP funding to city-approved contractors as well as administering the grants awarded to eligible property owners by funding contracts between property owners and qualified contractors, in order to perform WAP activities.

Wildfire may provide NSD with an opportunity to receive additional weatherization funds during the term of the contract. Should additional WAP funding be provided, NSD will request City Council approval to amend the contract for the additional funds.

**Contract Term**

The term of the agreement will be from May 1, 2019 to March 31, 2020.

**Financial Impact**

Funding is provided by the Salt River Project (SRP) low-income Weatherization

Assistance Program in the amount of \$600,000. There is no financial impact to the General Fund; WAP projects are funded with grants from federal agencies and local organizations.

**Concurrence/Previous Council Action**

This contract was originally approved by City Council at the Dec. 7, 2016, Formal meeting.

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Neighborhood Services Department.



**Phoenix Sky Harbor International Airport Terminal 3 North Bridge Artist Fabrication and Installation Contract (Ordinance S-45522)**

Request to authorize the City Manager, or his designee, to enter into a contract with artist James Carpenter Design Associates (JCDA), or his City-approved designee, for an amount not to exceed \$1,600,000, to fabricate and install a work of public art integrated into the Terminal 3's North Concourse Bridge at Phoenix Sky Harbor International Airport. Further request authorization for the City Controller to disburse all funds related to this item.

**Summary**

The Fiscal Year 2018-23 Public Art Project Plan includes a project with JCDA to produce an artwork for the North Concourse Bridge as part of the Terminal 3 Modernization. Mr. Carpenter was recommended through a competitive process to design the work in February 2015. City Council approved a design contract for JCDA on May 4, 2016. Since then, JCDA has worked closely with the Terminal 3 Modernization Project team to fully integrate design and construction documents into plans for improving the passenger bridge. The floor-to-ceiling artwork will be a window wall, running the 194-foot length and occupying the west side of the bridge. It will be built with approximately 760 hexagonal aluminum cells arranged in steel framework holding 41 laminated semi-translucent glass panels and 77 lighting fixtures. The installation will highlight the beauty of the Desert Southwest light and landscape, while diffusing the brightness and reducing the heat of the afternoon sun inside the bridge corridor.

**Financial Impact**

The Phoenix Sky Harbor Terminal 3 Modernization North Concourse Bridge Public Art Project is one of 31 projects in the Fiscal Year 2018-23 Public Art Project Plan that City Council approved on June 28, 2018. The Art Plan includes \$2,024,703 for this project. The proposed \$1,600,000 contract would include all costs related to the artist's fabrication and installation of the artwork and lighting, and his coordination with the PSHIA Terminal 3 construction team. The remaining project funds will be used for City project administration. Funds for this project come from the Aviation Department Capital Improvement Program Percent-for-Art Budget.

**Concurrence/Previous Council Action**

The Phoenix Arts and Culture Commission reviewed and recommended this item for approval on March 19, 2019.

**Location**

Phoenix Sky Harbor International Airport, 3400 E. Sky Harbor Blvd.  
Council District: 8

**Responsible Department**

This item is submitted by Deputy City Manager Karen Peters and the Office of Arts and Culture.





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**Artist Fabrication and Construction Oversight Contract for Community Well Site 84/88 Public Art Project (Ordinance S-45527)**

Request to authorize the City Manager, or his designee, to enter into a contract with Arizona artist Bobby Zokaites, or his City-approved designee, for an amount not to exceed \$300,000, to fabricate, deliver and oversee installation of fencing, lighting fixtures and illuminated pedestrian arches to enhance Community Well Site 84/88 Public Art Project, at 7304 West Crittenden Lane, in Maryvale. Further request authorization for the City Controller to disburse all funds related to this item.

**Summary**

The Fiscal Year 2018-23 Public Art Project Plan includes a project to commission artists to work with landscape architects and engineers to enhance the security and appearance of community well sites and other water facilities Citywide.

On Jan. 10, 2018, City Council approved a \$35,000 design contract for Mr. Zokaites to work with Dig Studio Landscape Architecture to design enhancements for the Community Well Site 84/88. Since then, the artist and landscape architecture team have worked with the community and more than 100 students at nearby Trevor G. Browne High School to design site improvements. The proposed enhancements address the community's request for more shade, pedestrian amenities, brightly-colored landmarks, improved fencing and lighting, and safer walking areas away from the street. Under the requested contract, Mr. Zokaites will fabricate 390 feet of fencing, twelve lighting fixtures and two large-scale, illuminated pedestrian arches; and provide construction oversight for the overall well site enhancement.

**Financial Impact**

This Community Well Enhancement Project is part of the Community Beautification and Greenspace Program that is one of 31 projects in the Fiscal Year 2018-23 Public Art Project Plan that City Council approved on June 28, 2018. The Art Plan includes \$1,000,000 this fiscal year for this and two other community well site enhancement projects. The requested \$300,000 contract will cover all costs for the artist to fabricate, deliver and oversee installation of the work. Funds for this project come from the Water Services Department Capital Improvement Program.

**Concurrence/Previous Council Action**

The Phoenix Arts and Culture Commission reviewed and recommended this item for approval on March 19, 2019.

**Location**

7304 W. Crittenden Lane  
Council District: 5

**Responsible Department**

This item is submitted by Deputy City Manager Karen Peters and the Office of Arts and Culture.



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**Margaret T. Hance Park Phase I Improvements - Construction Manager at Risk  
Preconstruction Services - PA75200553 (Ordinance S-45494)**

Request to authorize the City Manager, or his designee, to enter into an agreement with Haydon Building Corp. to provide Construction Manager at Risk (CMAR) Preconstruction Services for the Margaret T. Hance Park Phase I Improvements project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The fee for services will not exceed \$150,000.

**Summary**

The purpose of this project is to transform the identity of Margaret T. Hance Park and activate the Central Plaza with day and night programming featuring visual landmarks, shade elements, gardens, an interactive water feature, a cafe, and public restrooms. Phase I improvements have been identified at a conceptual level and include the park land roughly one block East and West of Central Avenue. Improvements include, but are not limited to: parking improvements, recladding of Central Avenue Bridge, modifications to Central Avenue bridge abutments, recladding of ADOT vents, terraces and tree plantings with improved stair and ramp connections from Central Avenue, park offices and storage, restrooms, shade canal gardens, and shade structures and lighting.

Haydon Building Corp. will begin in an agency support role for CMAR Preconstruction Services. Haydon Building Corp. will assume the risk of delivering the project through a Guaranteed Maximum Price (GMP) agreement.

Haydon Building Corp.'s services include, but are not limited to: review of design plans and specifications, providing detailed construction cost estimating and identification of market conditions; project planning and scheduling; construction phasing and scheduling to minimize interruption to City operations; providing alternate systems evaluation and constructability studies; advising the City on potential efficiencies in project delivery; performing and initiating long-lead studies and procurements; assisting in permitting processes; and protecting the owner's sensitivity to quality, safety and environmental factors. A Small Business Enterprise goal will be established

for this project upon substantial completion of Preconstruction Services and prior to the start of construction.

### **Procurement Information**

The selection was made using a qualifications-based selection process set forth in section 34-603 of the Arizona Revised Statutes (A.R.S.). In accordance with A.R.S. section 34-603(H), the City may not publicly release information on proposals received or the scoring results until an agreement is awarded. Three firms submitted proposals and are listed below.

#### Selected Firm

Rank 1: Haydon Building Corp.

#### Additional Proposers

Rank 2: Okland Construction Company, Inc.

Rank 3: Hunter Contracting Co.

### **Contract Term**

The term of the agreement is 790 calendar days from issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

### **Financial Impact**

The agreement value for Haydon Building Corp. will not exceed \$150,000, including all subcontractor and reimbursable costs.

Funding is available in the Parks and Recreation Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to 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 Parks, Arts, Education and Equality Subcommittee recommended approval of the Design Services Agreement 145602, at its May 24, 2017 meeting, by a vote of 3 to 0.

The City Council approved:

- Design Services Agreement 145602 (Ordinance S-43648) on July 6, 2017; and
- Amendment 1 to Design Services Agreement 145602 (Ordinance S-44819) on June 20, 2018.

**Location**

Margaret T. Hance Park, 67 W. Culver St.  
Council District: 7

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua, Acting Deputy City Manager Toni Maccarone, and the Parks and Recreation and Street Transportation departments, and the City Engineer.



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**Authorization to Enter into Development Agreement with Hyatt Regency Phoenix Hotel Company, LP for Streetscape Improvement Project in Downtown Phoenix (Ordinance S-45516)**

Request to authorize the City Manager, or his designee, to enter into a development agreement, and other agreements as necessary, with Hyatt Regency Phoenix Hotel Company, LP, or its City-approved designee (Developer), for the City to reimburse funds up to \$280,000 to the Developer for streetscape improvements in the right-of-way adjacent to the hotel. Further request authorization for the City Controller to disburse funds related to this item. There is no impact to the General Fund.

**Summary**

The Hyatt Regency Phoenix Hotel is undergoing a \$40 million renovation that includes upgrades to guest rooms, enhancements to the meeting and public spaces, new food and beverage options, and new ground floor activation on the corner of Adams Street and 2nd Street, directly across from the Phoenix Convention Center. The Developer has agreed to improve streetscape around the hotel as part of the project, including more shade and enhanced hardscapes along Adams Street. The project is consistent with the recommendations of the Adams Street Activation Study, which was approved by City Council in 2013. The \$280,000 reimbursement, after construction is completed, will be for enhancements and modifications to the rights-of-way adjacent to the hotel along Adams Street and 2nd Street. The investment in the streetscape improvements around the hotel will help facilitate the Adams Street Activation Study's recommendations to create new ground floor activation around the hotel, and increase the walkability and pedestrian experience for those headed to and from the Phoenix Convention Center. The hotel's investment will generate an estimated \$2.7 million in construction sales tax to all taxing jurisdictions.

**Financial Impact**

The project will have no expense impact to the General Fund. The one-time construction tax revenue to the City is estimated at approximately \$900,000. Funding for the \$280,000 reimbursement is available in the Downtown Community Reinvestment Fund in fiscal year 2019-20.

**Concurrence/Previous Council Action**

This item was heard at the Planning and Economic Development Subcommittee on March 13, 2019, and was approved by a vote of 4-0.

**Public Outreach**

Staff presented this project to the Downtown Voices Coalition on March 9, 2019 and Downtown Neighborhood Alliance on March 12, 2019.

**Location**

122 N. 2nd St.  
Council District: 7

**Responsible Department**

This item is submitted by Assistant City Manager Deanna Jonovich and the Community and Economic Development Department.



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**Authorize Amendment to Phoenix Business and Workforce Development Board Bylaws (Ordinance S-45525)**

Request to authorize the City Manager, or his designee, to amend the Bylaws for the Phoenix Business and Workforce Development (PBWD) Board of the City of Phoenix. There is no financial impact with this action.

**Summary**

The PBWD Board was established in accordance with the federal Workforce Innovation and Opportunity Act (WIOA) of 2014. The Bylaw amendments incorporate provisions consistent with the WIOA legislation and Workforce Arizona Council policies. The PBWD Board is responsible for the legislated responsibilities under the WIOA and addressing the workforce development needs of the local workforce area. The local workforce area, known as the ARIZONA@WORK City of Phoenix, serves as a jurisdiction for the administration of workforce development activities, and execution of adult, dislocated worker, and youth funds allocated by the State.

Significant revisions made to the Bylaws are as follows:

1. ARTICLE V. MEMBERSHIP, Section II. Nominations and Appointments. Individuals are appointed to the PBWD Board by the City of Phoenix Mayor and approved by the City Council in accordance with State criteria established under WIOA Sec. 107(b)(2).
2. ARTICLE V. MEMBERSHIP, Section IV. Vacancies and Resignations. To comply with Workforce Arizona Council Local Governance Policy, PBWD Board vacancies must be filled within 120 days of the vacancy.
3. ARTICLE V. MEMBERSHIP, Section V. Attendance was changed to reflect that any three absences from a regularly scheduled board meeting, during a program year (June 30 - July 1), will result in a recommendation to the Mayor for removal from the PBWD Board.
4. Added ARTICLES IX. ETHICS AND CONFLICT OF INTEREST, X. CONFLICT RESOLUTION, XI. AMENDMENTS and XII. SEVERABILITY.

A copy of the Bylaws are included in **Attachment A**.

**Financial Impact**

There is no financial impact with this action.



**Public Outreach**

The proposed Bylaw amendments were approved at the public meeting of the PBWD Board on March 14, 2019.

**Responsible Department**

This item is submitted by Assistant City Manager Deanna Jonovich and the Community and Economic Development Department.

## Attachment A

# Phoenix Business and Workforce Development (PBWD) Board Bylaws

### ARTICLE I. NAME AND ESTABLISHMENT

The City of Phoenix Business and Workforce Development Board shall be named the Phoenix Business and Workforce Development Board, hereinafter referred to as the “PBWDB” or the “Board.”

The PBWDB is established and receives its authority in accordance with the Workforce Innovation and Opportunity Act (hereinafter referred to as the “WIOA”), which was signed into law on July 22, 2014 as Public Law 113-128. The PBWDB and its committees derive their authority from Section 107 of the WIOA. The City of Phoenix Mayor and City Council shall have final authority.

### ARTICLE II. AREA SERVED

Pursuant to the State of Arizona designation and in compliance with WIOA, the area to be serviced by the PBWDB shall be the City of Phoenix. This area shall be known as the City of Phoenix Local Workforce Development Area (hereinafter referred to as the “LWDA”). PBWDB may also provide services in cooperation and coordination with other local workforce areas in the region and the State of Arizona.

### ARTICLE III. PURPOSE, MISSION AND VISION

#### Section I. Vision and Purpose

Consistent with 20CFR §679.300, the vision for the PBWDB is to serve as a strategic leader and convener of local workforce development stakeholders. The PBWDB partners with employers and the workforce development system to develop policies and investments that support public workforce system strategies, regional economies, the development of effective approaches, including local and regional sector partnerships and career pathways, and high-quality customer centered service delivery and approaches.

The **vision** of the Phoenix Business and Workforce Development Board is:

*“Businesses will have access to world-class talent through a comprehensive, seamless system of partners that positions Phoenix as a global leader for economic growth.”*

The purpose of the PBWDB is to:

1. Provide strategic and operational oversight in collaboration with the required and additional partners and workforce stakeholders to help develop a comprehensive and high-quality workforce development system in the LWDA and larger planning region;
2. Assist in the achievement of the state’s strategic and operational vision and goals as outlined in the unified State Plan; and

3. Maximize and continue to improve the quality of services, customer satisfaction and effectiveness of the services provided.

The PBWDB shall operate on a program year basis. Program years are defined as July 1- June 30.

## **Section II. Mission**

The **mission** of the Phoenix Business and Workforce Development Board is:

*“The Phoenix Business and Workforce Development Board serves as a catalyst, identifying and addressing the evolving business needs of Greater Phoenix by convening partners to provide customer centric solutions and resources which offer employers access to a skilled workforce.”*

## **ARTICLE IV. RESPONSIBILITIES AND METHODS**

### **Section I. Responsibilities**

As provided in WIOA Sec.107(d) and 20 Code of Federal Regulations (CFR). §679.390, the PBWDB must:

1. Develop and submit a 4-year local plan for the local area, in partnership with the Chief Elected Official (CEO) and consistent with WIOA Sec. 108.
2. If the local area is part of a planning region that includes other local areas, develop and submit a regional plan in collaboration with other local areas. If the local area is part of a planning region, the local plan must be submitted as a part of the regional plan.
3. Conduct workforce research and regional labor market analysis to include:
  - a. Analyses and regular updates of economic conditions, needed knowledge and skills, workforce, and workforce development (including education and training) activities to include an analysis of the strengths and weaknesses (including the capacity to provide) of such services to address the identified education and skill needs of the workforce and the employment needs of employers;
  - b. Assistance to the Governor in developing the statewide workforce and labor market information system under the Wagner-Peyser Act for the region; and
  - c. Other research, data collection, and analysis related to the workforce needs of the regional economy as the PBWDB, after receiving input from a wide array of stakeholders, determines to be necessary to carry out its functions;
4. Convene local workforce development system stakeholders to assist in the development of the local plan under § 679.550 and in identifying non-Federal expertise and resources to leverage support for workforce development activities. Such stakeholders may assist the PBWDB and standing committees in carrying out convening, brokering, and leveraging functions at the direction of the PBWDB.

5. Lead efforts to engage with a diverse range of employers and other entities in the region in order to:
  - a. Promote business representation (particularly representatives with optimum policy-making or hiring authority from employers whose employment opportunities reflect existing and emerging employment opportunities in the region) on the PBWDB;
  - b. Develop effective linkages (including the use of intermediaries) with employers in the region to support employer utilization of the local workforce development system and to support local workforce investment activities;
  - c. Ensure that workforce investment activities meet the needs of employers and support economic growth in the region by enhancing communication, coordination, and collaboration among employers, economic development entities, and service providers; and
  - d. Develop and implement proven or promising strategies for meeting the employment and skill needs of workers and employers (such as the establishment of industry and sector partnerships), that provide the skilled workforce needed by employers in the region, and that expand employment and career advancement opportunities for workforce development system participants in in-demand industry sectors or occupations.
6. With representatives of secondary and postsecondary education programs, lead efforts to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services that are needed by adults and youth, particularly individuals with barriers to employment.
7. Lead efforts in the local area to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers and job seekers, and identify and disseminate information on proven and promising practices carried out in other local areas for meeting such needs.
8. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers and job seekers, by:
  - a. Facilitating connections among the intake and case management information systems of the one-stop partner programs to support a comprehensive workforce development system in the local area;
  - b. Facilitating access to services provided through the one-stop delivery system involved, including access in remote areas;
  - c. Identifying strategies for better meeting the needs of individuals with barriers to employment, including strategies that augment traditional service delivery, and

increase access to services and programs of the one-stop delivery system, such as improving digital literacy skills; and

- d. Leveraging resources and capacity within the local workforce development system, including resources and capacity for services for individuals with barriers to employment.
9. In partnership with the chief elected official for the local area:
- a. Conduct oversight of youth workforce investment activities authorized under WIOA Sec. 129(c), adult and dislocated worker employment and training activities under WIOA Sec. 134(c) and (d), and the entire one-stop delivery system in the local area;
  - b. Ensure the appropriate use and management of the funds provided under WIOA Subtitle B for the youth, adult, and dislocated worker activities and one-stop delivery system in the local area; and
  - c. Ensure the appropriate use, management, and investment of funds to maximize performance outcomes under WIOA Sec. 116.
10. Negotiate and reach agreement on local performance indicators with the CEO and the Governor.
11. Negotiate with CEO and required partners on the methods for funding the infrastructure costs of one-stop centers in the local area in accordance with 20 CFR 678.715 or must notify the Governor if they fail to reach agreement at the local level and will use a State infrastructure funding mechanism.
12. Select the following providers in the local area, and where appropriate terminate such providers in accordance with 2 CFR part 200:
- a. Providers of youth workforce investment activities through competitive grants or contracts based on the recommendations of the youth standing committee (if such a committee is established); however, if the PBWDB determines there is an insufficient number of eligible training providers in a local area, the PBWDB may award contracts on a sole-source basis as per the provisions at WIOA Sec. 123(b);
  - b. Providers of training services consistent with the criteria and information requirements established by the Governor and WIOA Sec. 122;
  - c. Providers of career services through the award of contracts, if the one-stop operator does not provide such services; and
  - d. One-stop operators in accordance with CFR 20 678.600 through 678.635.

13. In accordance with WIOA Sec. 107(d)(10)(E) work with the State to ensure there are sufficient numbers and types of providers of career services and training services serving the local area and providing the services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities.
14. Coordinate activities with education and training providers in the local area, including:
  - a. Reviewing applications to provide adult education and literacy activities under WIOA Title II for the local area to determine whether such applications are consistent with the local plan;
  - b. Making recommendations to the eligible agency to promote alignment with such plan; and
  - c. Replicating and implementing cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts in cooperation, collaboration, and coordination.
15. Develop a budget for the activities of the PBWDB, with approval of the chief elected official and consistent with the local plan and the duties of the PBWDB.
16. Assess, on an annual basis, the physical and programmatic accessibility of all one-stop centers in the local area, in accordance with WIOA Sec. 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*).
17. Certification of one-stop centers in accordance with 20 CFR 678.800 and applicable policies issued by the Workforce Arizona Council (WAC).

## **Section II. Methods**

The PBWDB will perform all duties in accordance with these methods:

1. Convener – Bring together business, labor, education and economic development to focus on community workforce issues.
2. Workforce Analyst – Understand and disseminate current local and regional labor market and economic information and trends.
3. Broker – Bring together systems to solve common problems, or broker new relationships with businesses and workers.
4. Community Voice – Advocate for the importance of workforce policy, providing perspective about the need for and availability of a skilled workforce.

5. Capacity Builder - Enhance the workforce development area's ability to meet the workforce needs of local employers.

## **ARTICLE V. MEMBERSHIP**

### **Section I. Composition and Size**

The members of the PBWDB must meet the following requirements of WIOA Sec. 107(b)(2):

- A. The PBWDB membership shall consist of no more than twenty-five (25) members with a majority of those members being from the business community.
- B. Members of the PBWDB shall not be permitted to delegate any duties to proxies or alternates.
- C. Members on the PBWDB shall serve without compensation, except for the reimbursement for travel and sustenance as provided by law for other City of Phoenix officers and employees (A.R. 3.14) while on approved City business and/or business travel.
- D. The majority of the members of the PBWDB must be representatives of business in the local area and within Maricopa County. At a minimum, two members must represent small business as defined by the U.S. Small Business Administration. Business representatives serving on the PBWDB may also serve on the State Workforce Board. Each business representative must meet the following criteria:
  1. Be owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policy-making or hiring authority. A representative with optimum policy-making authority is an individual who can reasonably be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action.
  2. Provide employment opportunities in in-demand industry sectors or occupations, and provide high-quality, work-relevant training and development opportunities to its workforce or the workforce of others (in the case of organizations representing business as per WIOA Sec. 107(b) (2)(A)(ii)).

As defined in WIOA Sec. 3(23), in-demand industry sector or occupation means:

- a. An industry sector that has a substantial current or potential impact (including through jobs that lead to economic self-sufficiency and opportunities for advancement) on the State, regional, or local economy, as appropriate, and that contributes to the growth or stability of other supporting businesses, or the growth of other industry sectors; or
- b. An occupation that currently has or is projected to have several positions (including positions that lead to economic self-sufficiency and opportunities for advancement) in an industry sector so as to have a

significant impact on the State, regional, or local economy, as appropriate.

The determination of whether an industry sector or occupation is in-demand shall be made by the State or PBWDB, as appropriate, using State and regional business and labor market projections, including the use of labor market information.

3. Be appointed from among individuals nominated by local business organizations and/or business trade associations, former and existing PBWDB members.
- E. Not less than 20 percent of the members of the PBWDB must be workforce representatives. These representatives:
1. Must include two or more representatives of labor organizations who have been nominated by local labor federations, or other representatives of employees (for areas where labor organizations do not exist);
  2. Must include one or more representatives (must be a training director or a member of a labor organization) of a joint labor-management, or union affiliated, registered apprenticeship program within the area. If no union affiliated registered apprenticeship programs exist in the area, a representative of a registered apprenticeship program with no union affiliation must be appointed, if one exists;
  3. May include one or more representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive, integrated employment for individuals with disabilities; and
  4. May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.
- F. The balance of membership for the PBWDB must include:
1. At least one eligible provider administering adult education and literacy activities under WIOA Title II (Adult Education). When there is more than one local area provider of adult education and literacy activities under Title II, nominations are solicited from those particular entities (WIOA Sec. 107(b)(2)(C)(i));
  2. At least one representative from an institution of higher education providing workforce investment activities, including community colleges. When there are multiple institutions of higher education providing workforce investment activities nominations are solicited from those particular entities (WIOA 107(b)(2)(C)(ii)); and



3. At least one representative from each of the following governmental and economic and community development entities:
  - a. Economic and community development entities;
  - b. The State Employment Service Office under the Wagner-Peyser Act (29 U.S.C. 49 *et seq.*) serving the local area; and
  - c. The programs carried out under Title I of the Rehabilitation Act of 1973, other than section 112 or Part C of that Title.
- G. In addition to the representatives enumerated above, the City of Phoenix Mayor and City Council may appoint other appropriate entities in the local area, including:
  1. Entities administering education and training activities who represent local educational agencies or community-based organizations with demonstrated expertise in addressing the education or training needs for individuals with barriers to employment;
  2. Governmental and economic and community development entities who represent transportation, housing, and public assistance programs;
  3. Philanthropic organizations serving the local area; and
  4. Other appropriate individuals as determined by the CEO.

## **Section II. Nominations and Appointments**

- A. Individuals are appointed to the PBWDB by the City of Phoenix Mayor and approved by the City Council in accordance with State criteria established under WIOA Sec. 107(b)(2).
- B. The PBWDB will make a recommendation to the City of Phoenix Mayor for appointments to serve on the Board by the following process:
  1. Each nominee must apply for membership by submitting an application on the ARIZONA@WORK City of Phoenix website: [www.arizonaatwork.com/phoenix](http://www.arizonaatwork.com/phoenix).
  2. Each application will be presented to the Executive Leadership Committee (ELC) for a vote during the next regularly scheduled meeting. The PBWDB Chair may call a special session of the Executive Leadership Committee if it is determined that extraordinary circumstances warrant such action. Extraordinary circumstances are those that impact the PBWDB membership compliance.
  3. A majority vote in favor of the appointment is required for a recommendation for appointment to be made to the City of Phoenix Mayor and City Council.

4. Recommendations approved by the ELC will be forwarded to the City of Phoenix Mayor and City Council with a request that the nominee be considered for appointment at the next scheduled City of Phoenix City Council meeting.
5. All PBWDB applicants must register on the City of Phoenix Boards and Commissions website. <https://boards.phoenix.gov/>

### **Section III. Membership Terms**

- A. Appointments shall be for a fixed term of three years. Members may serve for two (2) consecutive three-year terms. However, members appointed as Mandated Partners shall continue to serve until the agency/organization that appointed them identifies a replacement. Membership terms shall be staggered to ensure only a portion of the membership terms expire in any given year.
- B. The term of a member shall expire on the last day of June of the member's third year, unless the member is reappointed for a second three-year term.
- C. Members appointed to fill a vacancy shall serve until the expiration of the term of the vacant seat with the option to serve two full three-year terms, thereafter.
- D. Members who no longer hold the position or status that made them eligible for the PBWDB must resign or be reassigned to another Board seat if a vacancy exists. If a vacancy is not available, the Board member must be removed by the City of Phoenix Mayor immediately upon notification to the Board Chair of the members change of status.

### **Section IV. Vacancies and Resignations**

- A. The PBWDB shall identify where vacancies have occurred and ensure a broad range of representation from identified business and industry sectors, education, labor organizations, apprenticeships, community and faith-based organizations, economic development agencies, and other members as outlined in the WIOA. It will be determined if existing members are eligible for re-appointment or have served the maximum two full three-year terms. (Filling an unexpired term does not count toward two full terms).
- B. In order to comply with Workforce Arizona Council Local Governance Policy, PBWDB vacancies must be filled within 120 days of the vacancy. Reappointments must be made within 120 days of the term of expiration.
- C. In the event a vacancy cannot be filled within 120 days, the PBWDB must request a waiver in writing to the Director of the Workforce Arizona Council with an explanation of why a vacancy was not filled in the 120-day timeframe and a description of the process underway to fill the vacancy.

- D. The PBWDB must maintain written approval of the waiver request by the Director of the Workforce Arizona Council and will be monitored according to the process outlined in the approved waiver request.
- E. Board members may resign at any time by written notice to the PBWDB Chair with 30 days' notice.

#### **Section V. Attendance**

- A. All PBWDB members are expected to attend regularly scheduled Board and Committee meetings. All members must confirm their attendance five (5) business days prior to a scheduled meeting.
- B. All PBWDB members are required to attend regularly scheduled meetings in person. Under extraneous circumstances, members may participate via phone or web-based meetings (if available).
- C. Any three (3) absences from regularly scheduled Board and Committee meetings during a program year (July 1 – June 30) shall result in notification to the City of Phoenix Mayor for removal of the member from the PBWDB.
- D. Within seven (7) days of notification of attendance violation, a member may provide a written explanation to the PBWDB Chair and PBWD Board Executive Director on the reason for the absences. Exceptions to attendance violations may be made by the PBWDB Chair.

#### **Section VI. Removal of PBWDB Members**

- A. Board members must be removed by the City of Phoenix Mayor if any of the following occurs:
  - 1. Documented violation of conflict of interest;
  - 2. Failure to meet Board member attendance requirements as defined in the PBWDB Bylaws Article V.5 Attendance;
  - 3. Documented proof of malfeasance, fraud or abuse; or
  - 4. Failure of a Board member to continue to hold the qualifications of membership which were the basis for their initial appointment.
- B. The state administrative entity reserves the right to investigate regarding allegations of wrong doing that result in the removal of a Board member. The City of Phoenix Mayor and PBWDB Chair will be formally notified in advance of any such investigation and of the results.
- C. Recommendations for removal of the PBWDB members will be forwarded to the City of Phoenix Mayor for final approval.

## **ARTICLE VI. ELECTION OF OFFICERS**

### **Section I. Officers**

- A. The Officers of the PBWDB shall be Chair and Vice Chair.
- B. There will be an Immediate Past Chair (Chair Emeritus) of the PBWDB.
- C. There shall be one (1) individual to serve in each designated office.

### **Section II. Election and Term**

- A. Election of officers shall be held during the last meeting of each election year.
- B. The Chair and Vice Chair shall serve concurrent two-year terms, beginning on July 1 of the following program year.
- C. The Executive Leadership Committee (ELC) shall identify at least two (2), but no more than (3) persons, based on member attendance and engagement, who are current business members of the PBWDB to run for each office.
- D. Elections will be conducted by the dissemination of nominations forms to each Board member no later than April of the election year.
- E. Recommendations for Board officers shall be presented to the full board for election. The election results will be forwarded to the City of Phoenix Mayor for appointment.
- F. Candidates for office must be legible to serve for at least two (2) more years. Members whose eligibility expires prior to the end of a two-year term, may not be a candidate for office. Board members may not have their term of office on the Board extended to fill a chair or vice chair role.
- G. The Immediate Past Chair (Chair Emeritus) shall mentor the newly elected Chair during a transition period of up to one (1) year.
- H. If a vacancy occurs by other than an expiration of an Officer term, the vacancy shall be filled for the unexpired portion of the term.

### **Section III. Duties of Officers**

#### **A. Chair**

The Board Chair maintains focus on what is best for the PBWDB. He/she facilitates good board leadership and governance and sets the tone for the meetings. Working collaboratively with the PBWDB Executive Director, the Board Chair molds the board's culture and work. An effective Board Chair influences the direction and priorities of the board. It's an active role that engages the board members, building upon each member's individual strengths.

- 1. The Chair shall be elected by a majority vote of the PBWDB.

2. The Chair shall be a representative of the business community on the PBWDB.
3. The Chair shall serve as Chair of the Executive Leadership Committee (ELC) of the PBWDB.
4. The Chair shall facilitate all regular, special and executive leadership meetings of the PBWDB.
5. In the event that the Chair and Vice Chair are absent, the Chair may designate a chairperson pro tempore from the ELC to serve as the presiding officer of the PBWDB and ELC meeting.
6. The term of office for the Chair shall be two (2) years. No one individual may hold this office for more than one (1) term unless so voted by a majority of the PBWDB.
7. In the event that the Chair cannot fulfill the terms of his/her appointment for any reason, the Vice Chair shall perform such duties as the Acting-Chair until a new Chair is appointed.
8. The Chair shall provide information for the preparation of the agenda for PBWDB meetings.
9. The Chair shall encourage best and broadest participation possible from all Board members.
10. The Chair shall appoint all committee Chairs, Vice Chairs and assigns board members to each standing committee.
11. The Chair shall create and/or appoint committees, workgroups or advisory groups as needed.
12. The Chair assigns and delegates responsibilities as needed.
13. The Chair shall mentor the chair elect in conducting their duties and assumes the role of Immediate Past Chair (Chair Emeritus) once their term has expired.

#### B. Vice Chair

The Vice Chair performs the duties of the Chair in his/her absence or assumes the role and duties of the Chair should they resign or are no longer able to perform their duties. The Vice Chair assists in carrying out the functions of that office and performs specific duties as delegated to him/her.

1. The Vice Chair shall be a representative of the business community on the PBWDB.
2. The Vice Chair shall be elected by a majority vote by the PBWDB.

3. The term of office for the Vice Chair shall be two (2) years. No one individual may hold this office for more than one (1) consecutive term unless so voted by a majority of the PBWDB.
4. The Vice Chair will work in conjunction with other members of the ELC and Board staff to evaluate the performance of the Board and its committees.
5. The Vice Chair works to ensure the Board adheres to the goals and objectives of the strategic plan.
6. The Vice Chair shall work with the ELC to identify engagement, training and development opportunities for Board members.
7. The Vice Chair shall work with Board members to address membership compliance as stated in Article V. of the PBWDB bylaws.
8. In the event that the Vice Chair cannot fulfill the terms of his/her appointment for any reason, the Chair may appoint an interim Vice Chair from the business community of the PBWDB until a new Vice Chair has been elected by the PBWDB.

#### **Section IV. Removal of Officers**

Any officers may be removed from office for cause and a vote of at least two-third (2/3) of the current members of the ELC.

### **ARTICLE VII. COMMITTEES**

#### **Section I. General**

- A. All Committees and workgroups established under the Board shall comply with these bylaws.
- B. All actions of the Board committees and workgroups shall be recommendations or information to the ELC or PBWDB.
- C. All Standing Committees shall hold meetings at least 10 times per Program Year on the date and time established by majority of the committee members. The meeting location and schedule shall be posted at least 24 hours in advance of each meeting on the City of Phoenix website (<https://www.phoenix.gov/cityclerk/publicmeetings/notices>) and the ARIZONA@WORK City of Phoenix website (<https://arizonaatwork.com/phoenix/local-board>).
- D. Chairs of standing committees in consultation with the PBWDB Chair, and with support from Board staff, shall drive the agenda for committee meetings.
- E. Members who are designated as One Stop Operator shall not serve on any standing committee that deals with the oversight of the Job Center, One Stop System, or allocation of resources that would potentially be allocated to that members program or

might otherwise be the basis of a conflict of interest as outlined in Article IX. of these bylaws.

- F. If the PBWDB determines that a specific standing committee is no longer needed, it shall officially disband the committee. The bylaws will thereafter be amended to remove the standing committee.

## **Section II. Executive Leadership Committee (ELC)**

- A. The Executive Leadership Committee shall be comprised of the following Board members: Chair, Vice Chair, Chair and Vice Chair of all standing committees. At the discretion of the Board Chair, up to two (2) additional members of the Board maybe appointed to the ELC.
- B. If the Immediate Past Chair position is filled (Chair Emeritus), this position may also be on the ELC as determined by the PBWDB Chair.
- C. The responsibilities of the ELC shall include, but are not limited to the following:
  - 1. Shall meet as necessary between scheduled meetings of the PBWDB and may be responsible for interpreting and putting into effect the decisions, policies and programs of the Board. Including but not limited to attendance, bylaws and disciplinary actions.
  - 2. If a PBWDB meeting has been cancelled and action items are needed to continue the programs, ELC shall put into effect and vote on the action items until the next meeting of the PBWDB is scheduled.
  - 3. Report on all action taken by the committee at regularly scheduled Board meetings.
    - a. Emergency actions and all other actions taken by the ELC without the prior approval of the PBWDB are conditional and subject to either ratification, or rescission by the PBWDB at its subsequent meeting.
  - 4. In consultation with Board staff, make recommendations for membership to the Board and committees in compliance with membership requirements as outlined in Article V. of these bylaws.
  - 5. Reinforce Board member roles and expectations by focusing on strategic issues and Board involvement.
  - 6. Reviews Board Strategic Plan goals and objectives and makes recommendations as needed.
  - 7. Diversify resources to innovate and sustain effective practices.
  - 8. In partnership with the CEO and Board staff, work to develop the ARIZONA@WORK City of Phoenix Local Workforce Development Area Plan.

9. Reviews the addition of training providers to the State Eligible Training Provider List based on performance.
10. Provide guidance in the convening of workforce development organizations in order to develop mutually beneficial relationships that align efforts to enhance the talent development capacity of the local area.
11. Make recommendations to Board Staff on Marketing strategies including Social Media and web content development as related to the PBWDB vision.

### **Section III. Advancing Youth Workforce Committee (AYWC)**

- A. In accordance with the Arizona Department of Economic Security Youth Program Policy, Section 201.02, the Youth Committee will provide information and assist with planning, operational, oversight, and other issues relating to the provision of services to youth.

The Youth Committee must include a member of the PBWDB, who chairs the committee, members of community-based organizations with a demonstrated record of success in serving eligible youth, and other individuals with appropriate expertise and experience who are not members of the PBWDB.

Members may represent agencies such as secondary and postsecondary education, training, health, disability, mental health, housing, public assistance, and justice, or be representatives of philanthropic or economic and community development organizations, and employers. The committee may also include parents, participants, and youth.

- B. Under the direction of the PBWDB, the Advancing Youth Workforce Committee may:
  1. Recommend policy direction for the design, development and implementation of programs that benefit all youth.
  2. Recommend the design of the comprehensive community youth workforce development system to ensure a full range of services and opportunities for youth, including disconnected youth.
  3. Recommend ways to leverage resources and coordinate services among schools, public programs, and community-based organizations serving youth.
  4. Recommend ways to coordinate youth services and eligible youth service providers.
  5. Provide on-going leadership and support for continuous quality improvement for local youth programs.
  6. Assist with the planning, operational and other matters related to youth.

### **Section IV. Other Committees**

PBWDB Committees listed below will recommend policy direction for the design, development and implementation of workforce operations and governance for approval to the PBWDB.



#### A. Business Engagement Committee

1. The responsibilities of the Business Engagement Committee shall include, but are not limited to the following:
  - a. Enhance and engage in partnerships with business.
  - b. Identify industry trends and develop sector strategies.
  - c. Develop an inclusive talent pool that meets the needs of local business.
  - d. Leverage resources with business community.
  - e. Effectively engage the business community with the ARIZONA@WORK City of Phoenix workforce development system.
  - f. Provide guidance in the use of evidence-based decision-making practices when convening employers or pursuing and implementing sector strategy initiatives.
  - g. Provide guidance in the development and approval of customized curriculum for professional skills workshops and other trainings that may be required by employers.

#### B. Continuous Improvement Committee

1. The responsibilities of the Continuous Improvement Committee shall include, but are not limited to the following:
  - a. Lead local workforce system process improvement efforts.
  - b. Continually evaluate programs and services for efficiency and effectiveness.
  - c. Coordinate consistent internal and external communication strategies.
  - d. Position Board members as the community's talent development voice.

#### C. Service Delivery Committee

1. The responsibilities of the Service Delivery Committee shall include, but are not limited to the following:
  - a. Focus on improvements to the One-Stop delivery system.
  - b. Recommend the selection of Adult and Dislocated Worker program providers.

- c. Integrate Service Delivery between partner programs and facilitate the Memorandum of Understanding (MOU) between the one-stop partners, with the agreement of the CEO.
- d. Lead strategic collaboration among internal and external partners.
- e. Identify professional development opportunities for workforce development system staff.
- f. Make recommendations to the PBWDB on policies necessary to establish a local one-stop service delivery system which fulfills the board's vision and mission.

**D. Workgroups**

- 1. The PBWDB Chair may establish workgroups to assist the Board in carrying out its duties or current work and appoint a PBWDB member as the Chair of that workgroup.
- 2. Workgroups may include individuals who are not appointed to the Board, so long as the PBWDB Chair determines the individual has expertise in the topic/task.
- 3. Workgroup member appointments end at the conclusion of the topic/task.

**Section V. Ad-Hoc Membership**

- A. Ad-Hoc members shall serve without compensation and may be appointed to serve on a Board workgroup or committee for a period of up to 24 months. Ad-Hoc members demonstrating proven performance, engagement, participation and in good standing (attendance) may request to serve an additional term if recommended and approved by the Committee Chair to the PBWDB for approval.
- B. Ad-Hoc members shall be at the supervisory/professional level and above in their organizations and shall have demonstrated expertise and be able to provide input pertaining to the committee they are appointed to.
- C. Applications for Ad-Hoc membership must be reviewed by the standing committee and recommended for approval to the PBWDB or PBWDB Executive Leadership Committee.
- D. Up to five Ad-Hoc members shall serve on each committee as determined by the Chair and Vice-Chair of the committee.
- E. Each Ad-Hoc member shall be entitled to one (1) vote on an action.

**ARTICLE VIII. PBWD BOARD AND COMMITTEE/WORKGROUP MEETINGS**

**Section I. Public Meetings**

- A. All meetings of the PBWDB, including its standing Committees and Workgroups shall be held in accordance with the Arizona Open Meeting Law (Arizona Revised Statutes 38-431 et seq.)  
<https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/38/00431.htm>
- B. The PBWDB shall hold board meetings at least six (6) times per Program Year on the date and time established by majority of the PBWDB. The meeting location and schedule shall be posted at least 24 hours in advance of each meeting on the City of Phoenix website (<https://www.phoenix.gov/cityclerk/publicmeetings/notices> ) and the ARIZONA@WORK City of Phoenix website (<https://arizonaatwork.com/phoenix/local-board>).
- C. Special meetings of the PBWDB or its committees and workgroups may be called by the PBWDB Chair.
- D. The PBWDB meetings shall be governed by Roberts Rules of Order. Consistent with City practice, the PBWDB Chair will be permitted to vote on all motions that do not involve a conflict of interest.
- E. At the discretion of the PBWDB Chair, public comment shall be allowed during the discussion of any agenda item of the PBWDB meeting. Public comment will be permitted at all regularly scheduled meetings of the PBWDB.
- F. Meeting agendas may contain a Consent Agenda Item. A consent agenda groups routine business and reports into one agenda item. The consent agenda item can be approved in one action rather than filing motions on each item separately.
- G. In accordance with Arizona Revised Statutes, 38-431.01 (B), all PBWDB meetings shall provide for the taking of written minutes of all their meetings. For meetings other than executive sessions, such meetings shall include, but are not limited to:
  - 1. The date, time and location of the meeting.
  - 2. The members of the PBWDB recorded as either present or absent.
  - 3. A general description of the matters considered.
  - 4. An accurate description of all legal actions proposed, discussed or taken, and the names of members who propose each motion. The minutes shall also include the names of the person(s) making statements or presenting material to the PBWDB.

## **Section II. Quorum**

- A. A simple majority of appointed members shall constitute a quorum for the transaction of business at all PBWDB meetings.

- B. A meeting at which a quorum is initially established, but the quorum is not maintained due to the withdrawals or departure of members, may continue business discussions, but take no action.

### **Section III. Voting**

- A. Each member of the PBWDB, shall be entitled to one (1) vote on an action.
- B. No member shall cast a vote on any matter which has direct bearing on services to be provided by the member or any organization with which that member is associated or would otherwise be the bases for a conflict of interest as outlined in Article IX. of these bylaws.
- C. Action brought before the Board shall be resolved by a vote of a simple majority of the members present, provided a quorum is present.
- D. At the request of any member, or discretion of the Chair, a roll-call may be taken for any action of the PBWDB.
- E. The outcome of voting shall be recorded in the minutes of the Board.

### **ARTICLE IX. ETHICS AND CONFLICT OF INTEREST**

PBWDB members shall avoid both conflict of interest and the appearance of conflict of interest in the conduct of the PBWDB business. The PBWDB shall follow:

- A. Arizona law on conflict of Interest as set forth in Arizona Revised Statutes, Title 38 – Public Officers and employees, Chapter 3 – Conduct of Office, Article 8 Section 38-501 – 511. <https://www.azleg.gov/arsDetail/?title=38>
- B. Workforce Arizona Council #8 Conflict of Interest Policy.
- C. City of Phoenix Ethics and Gift Policies, Phoenix City Code Section 2-52. <https://www.phoenix.gov/ethics>.
- D. City of Phoenix Boards and Commissions Ethics Handbook [https://www.phoenix.gov/citymanagersite/Documents/Ethics/Ethics\\_Handbook\\_Boards\\_Commissions.pdf](https://www.phoenix.gov/citymanagersite/Documents/Ethics/Ethics_Handbook_Boards_Commissions.pdf)
- E. Phoenix Business and Workforce Development Board Conflict of Interest Policy and Code of Conduct. <https://arizonaatwork.com/phoenix/local-board>

### **ARTICLE X. CONFLICT RESOLUTION**

- A. When a conflict arises between PBWDB members, or system partners who have signed the ARIZONA@WORK City of Phoenix Memorandum of Understanding and Infrastructure Funding Agreement that cannot be resolved, the parties to the issue shall summarize the issue in writing and submit it to the PBWDB Executive Leadership

Committee (ELC) for mediation. All impacted ELC members must recuse themselves if a party to the conflict.

- B. If the stated recusals result in the lack of quorum, the remaining members of the ELC will recruit a standing PBWDB member to fulfill the role for purposes of mediation.
- C. All decisions by the ELC are final unless requiring legal review.
- D. Decisions will be documented in writing to the impacted parties.

#### **ARTICLE XI. AMENDMENTS**

- A. Proposed changes to the bylaws must be presented to the PBWDB and approved by a majority vote of the PBWDB.
- B. The amended bylaws will then be presented to the City of Phoenix Mayor and City Council for final approval.
- C. When the bylaws are amended, a copy of the updated bylaws will be distributed to all PBWDB members and posted on the ARIZONA@WORK City of Phoenix website.

#### **ARTICLE XII. SEVERABILITY**

If any part of these bylaws is held to be null and/or void, the validity of the remaining portion of the bylaws shall not be affected.



**Issuance of Education Facility Revenue Bonds (Leman Academy of Excellence - Oro Valley Project), Series 2019 (Resolution 21731)**

Request City Council approval for the issuance of Education Facility Revenue Bonds (Leman Academy of Excellence - Oro Valley Project), Series 2019, to be issued in one or more tax-exempt and/or taxable series in an aggregate principal amount not to exceed \$12,400,000.

**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 \$12,400,000 of Education Facility Revenue Bonds (the "The Revenue Bonds") for use by Leman Academy of Excellence, Inc. (the "Borrower"), an Arizona nonprofit corporation, to

- a) finance construction, improvement, and equipping of a building to be used as charter school facilities in Oro Valley, 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 March 20, 2019.

**Location**

The Project will be located at 12255 N. La Canada Drive in Oro Valley, Ariz.

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 Assistant City Manager Milton Dohoney, Jr.



**Issuance of Education Facility Revenue Bonds (Summit School Project), Series 2019 (Resolution 21732)**

Request City Council approval for the issuance of Education Facility Revenue Bonds (Summit School Project), Series 2019, to be used in one or more tax-exempt and/or taxable series in an aggregate principal amount not to exceed \$8,000,000.

**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 \$8,000,000 of Education Facility Revenue Bonds (the "Revenue Bonds") for use by Foothills Educational Foundation (the "Borrower"), an Arizona nonprofit corporation, to

a) refinance acquisition, renovation, construction, improvement, and equipping of land and buildings used as charter school facilities in Phoenix, Arizona.

**Concurrence/Previous Council Action**

The Phoenix IDA Board has previously resolved to issue the Revenue Bonds at its meeting held on March 20, 2019.

**Location**

The Project is located at 4515 E. Muirwood Drive in Phoenix, Ariz.  
Council District: 6

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 Assistant City Manager Milton Dohoney, Jr.



**Intergovernmental Agreement with Department of Homeland Security, U.S. Customs and Border Protection**

Request to authorize the City Manager, or his designee, to enter into an Intergovernmental Agreement with the Department of Homeland Security, the U.S. Customs and Border Protection, for the purpose of continued shared use of communications facilities and services on South Mountain. This agreement is at no cost to the City.

**Summary**

In order to ensure adequate regional radio communications for public safety and other organizations, the City enters into Intergovernmental Agreements (IGA) with regional partners to allow for the shared use of communications facilities. In 1999, the City of Phoenix entered into an IGA allowing the Department of Homeland Security, the U.S. Customs and Border Protection (CPB) to occupy space on the communications tower and related facilities on South Mountain. This request is to enter into a new agreement to continue the existing shared use of the facilities.

**Contract Term**

The contract term will be 10 years, with an option to extend for one additional 10-year period.

**Financial Impact**

This agreement is at no cost to the City.

**Responsible Department**

This item is submitted by Acting Deputy City Manager Toni Maccarone and the Information Technology Services Department.





## **Request to Issue Request for Proposals for Designated Aviation Channeling Services**

Request to authorize the City Manager, or his designee, to issue a Request for Proposals (RFP) for designated aviation channeling (DAC) services for airport credentialing of badge holders.

### **Summary**

Phoenix Sky Harbor International Airport (Airport) is required under Code of Federal Regulations Title 49, Part 1542 and Transportation Security Administration (TSA) Aviation Security Directive 1542-04-08N to conduct background checks on all Airport workers before issuing a badge for unescorted access authority to restricted areas at the Airport. The TSA requires that airports use a TSA-certified and approved DAC service providers when submitting these background checks. The current contract will expire Dec. 31, 2019 and contains no additional options to extend the term.

The DAC service provider (1) receives, validates, and aggregates biographic and biometric data from the Airport and then transmits the data to the TSA for airport worker screening, (2) fully automates the transmission of the biographic and biometric data from the Airport to the TSA and from TSA to the Airport, (3) provides a web-based portal for the Airport to obtain transmitted airport worker screening information, and (4) integrates with the Airport's identity management system and existing fingerprint equipment.

### **Procurement Information**

Responsive proposers will be evaluated according to the following criteria:

- Method of Approach.
- Pricing.
- Qualifications and Experience.
- Customer Service and Ongoing Support.

### **Contract Term**

The initial contract term is one year and will begin on or about Jan. 1, 2020. The contract will include four one-year options to extend the term that may be exercised at

the discretion of the Aviation Director.

**Financial Impact**

The estimated annual contract cost will not exceed \$300,000. The five-year aggregate cost will not exceed \$1.5 million. Funds are available in the Aviation Department budget.

**Concurrence/Previous Council Action**

This item was recommended for approval at the Aviation and Transportation Subcommittee meeting on March 26, 2019, by a vote of 3-0.

**Location**

Phoenix Sky Harbor International Airport, 3400 E. Sky Harbor Blvd.  
Council District: 8

**Responsible Department**

This item is submitted by Assistant City Manager Deanna Jonovich and the Aviation Department.



## **Aviation Department Information Technology Staffing Services Request for Proposals**

Request to authorize the City Manager, or his designee, to issue a Request for Proposals (RFP) for multiple professional services agreements to provide information technology (IT) staffing services for the Aviation Department. The total estimated cost of the agreements over their five-year terms will not exceed \$20 million, with an estimated annual expenditure of \$4 million.

### **Summary**

The Technology Division of the Aviation Department currently uses 27 contracted IT staff from five different vendors to provide additional IT staff to support technology systems at Phoenix Sky Harbor International Airport (PHX). The contracted IT staff are used to augment the 50 full-time City of Phoenix IT employees assigned to the Technology Division. Without the additional staffing, the Technology Division does not have enough full-time employees to support the numerous critical systems at PHX, including the Access Control and Alarm Monitoring System (ACAMS), the Operations Security Portal (OSP) for badging, the Video Surveillance System (VSS), the Parking Revenue Control System (PRCS), and the common use systems for the airlines (i.e., paging, checkpoint wait times, flight information displays, common use kiosks, and automated passport control kiosks). These systems are crucial to airport operations and passenger and employee safety, so they must be supported 24 hours a day, seven days a week, 365 days a year. IT staffing augmentation is the only way to ensure that these systems are managed and supported for the ongoing operation of PHX.

The current agreements with 22nd Century Staffing, Inc. (Contract 139376); RW Staffing Solutions, LLC (Contract 139377); Scott Business Group, LLC (Contract 139374); Solu Technology Partners, LLC (Contract 139416); and Tech Data Corporation dba Signature Technology Group, Inc. (Contract 139415) will expire on Sept. 30, 2019.

This item has been reviewed and approved by the Information Technology Services Department.

### **Procurement Information**

The Aviation Department will solicit for IT staffing services to award multiple agreements using the RFP process. Responsive and responsible proposals will be evaluated according to the following evaluation criteria:

- Experience with providing temporary IT staff placement to the public sector.
- Method of approach to the scope of services.
- Fee schedule.

The highest ranked proposers will be recommended for contract award.

### **Contract Term**

The terms of the agreements will be five years beginning on Oct. 1, 2019 and expiring on Sept. 30, 2024.

### **Financial Impact**

The total estimated cost of the agreements over their five-year terms will not exceed \$20 million, with an estimated annual expenditure of \$4 million.

### **Concurrence/Previous Council Action**

This item was recommended for approval at the Aviation and Transportation Subcommittee meeting on March 26, 2019, by a vote of 3-0.

### **Location**

Phoenix Sky Harbor International Airport, 3400 E. Sky Harbor Blvd.  
Council District: 8

### **Responsible Department**

This item is submitted by Assistant City Manager Deanna Jonovich and the Aviation Department.



## **Request to Issue Airport Concessions Revenue Contract Solicitation**

Request to authorize the City Manager, or his designee, to issue a revenue contract solicitation (RCS) for concession leases at Phoenix Sky Harbor International Airport (PHX), including specific contract packages, evaluation criteria, related business requirements, and the airport contracting policy. Estimated annual revenue for all leases will be approximately \$840,000. The leases may contain other terms and conditions deemed necessary or appropriate by the City Manager or his designee. Additionally, to provide uninterrupted service to the Rental Car Center customers, extend the existing lease with JMC-LLC, concession Lease 123991, month-to-month until a new concessionaire is selected and commences operations. This extension is expected to continue for a period not to exceed 12 months. All other terms and conditions apply.

### **Summary**

On April 22, 2015, the City Council authorized the Aviation Department (AVN) to issue one RCS with two contracting phases for new concession opportunities in Terminal 4 (T4). AVN issued the T4 RCS on July 1, 2015. On June 15, 2016, the City Council approved seven leases for Phase 1. On May 10, 2017, the City Council approved six leases for Phase 2. There was no response to two of the packages.

The RCS will award leases for the four remaining T4 Phase 2 locations; award a new food and beverage location in T4; award new automated and small footprint retail opportunities in Terminal 3 (T3) and T4; award a sleep/suite opportunity in T4; and award a food, beverage, and retail location in the Rental Car Center (RCC). Automated retail has been identified as a new opportunity at PHX. Automated retail locations are self-service and work as fully automated retail stores. A sleep/suite concept provides a private, relaxing, and quiet amenity where customers can work, nap, shower, etc. The food, beverage, and retail location in the RCC will provide snacks, coffee, and key retail items. The RCC location will be offered as a small business opportunity with the small business threshold set by the Equal Opportunity Department in compliance with Small Business Administration standards.

AVN's concession program goals include encouraging competition and creating opportunities that mirror our community; reflecting our region by including national,

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regional, and local brands and concepts and current trends; optimizing sales and revenues; increasing the opportunity for local and small business participation; and raising the quality and uniqueness of concessions offerings.

The contract opportunities include:

Retail Package 1

- T4 Lobby News and Gifts.
- T4 S4 Souvenirs.
- T4 S3 Cosmetics.

Automated and Small Footprint Retail Package 2

- T4 lobby automated retail.
- Multiple automated and small footprint locations in T3 and T4.

Automated and Small Footprint Retail Package 3

- Multiple automated and small footprint locations in T3 and T4.

Sleep/Suite Package 4

- T4 N4 International Concourse location.

Food and Beverage Package 5

- T4 S2 Bar with limited food service.

Rental Car Center Food, Beverage, and Retail Package 6

- RCC Lobby.

**Procurement Information**

AVN will conduct an RCS to select a vendor for each lease. Responsive and responsible respondents will be evaluated according to the following evaluation criteria (1,000 points possible):

- Proposed concepts: 0-250 points.
- Design/quality of tenant improvements: 0-225 points.
- Management/marketing/operations plan: 0-225 points.
- Experience and qualifications: 0-200 points.
- Proposed business plan: 0-100 points.

The highest ranked respondent for each opportunity will be recommended for award of a concession lease.

In accordance with the City's Employee Retention Policy, the successful respondent must hire affected concession employees and retain them for at least 120 days. The successful respondent may only interview outside of this group of employees when there are no longer any employees in the group that are available to hire. AVN will secure a third-party facilitator to assure that this process is successful.

AVN intends to issue the solicitation in the summer of 2019. It is estimated that leases will be awarded in late 2019. The City's Transparency Policy will be in effect with the release of the RCS and throughout the solicitation process.

### **Contract Term**

The terms of the five leases should begin in late 2019 and will coincide with the terms of the existing T4 retail contracts, which expire on Dec. 31, 2023. The leases will contain one three-year option to extend the term that may be exercised at the sole discretion of the Aviation Director. Finally, extend the existing lease with JMC-LLC, concession Lease 123991, until a new concessionaire is selected and commences operations on a month-to-month basis not to exceed 12 months.

### **Financial Impact**

Minimum annual guarantee for the leases will be based on concession category, using PHX historical and market data, or percentage of gross sales, which will depend on the concession category and range from 10 percent to 16 percent, whichever is greater. Estimated annual revenue for all leases will be approximately \$840,000.

There will be a minimum capital investment as follows:

#### Package 1:

- Retail - \$350 per square foot.

#### Package 2:

- T4 Lobby Location - \$350 per square foot.
- Automated and Small Footprint Locations - Connect to power and data as necessary.

Package 3:

- Automated and Small Footprint Locations - Connect to power and data as necessary.

Package 4:

- Sleep/Suite - \$350 per square foot.

Package 5

- Food and Beverage - \$450 per square foot.

Package 6

- RCC Food - \$50 per square foot.

**Concurrence/Previous Council Action**

This item was recommended for approval at the Aviation and Transportation Subcommittee meeting on March 26, 2019, by a vote of 3-0.

**Public Outreach**

The solicitation process will include all standard and required outreach efforts and conduct targeted outreach efforts to attract interest for each of these unique contracting opportunities.

**Location**

Phoenix Sky Harbor International Airport, 3400 E. Sky Harbor Blvd.  
Council District: 8

**Responsible Department**

This item is submitted by Assistant City Manager Deanna Jonovich and the Aviation Department.





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**Automated Passport Control Kiosks Contract Extension (Ordinance S-45507)**

Request to authorize the City Manager, or his designee, to amend APC Kiosk Supply & Support Contract Suite 138886 (Contract) to extend the term five years. The Contract is with Vancouver Airport Authority (YVR), which provides maintenance and repair services for the 12 existing automated passport control (APC) kiosks at Phoenix Sky Harbor International Airport (PHX). The amendment may contain other terms and conditions deemed necessary or appropriate by the City Manager or his designee. The cost of the extension will not exceed \$375,000. Further request authorization for the City Controller to disburse all funds related to this item.

**Summary**

The Aviation Department owns 12 APC kiosks at PHX that are used by the United States Customs and Border Protection (CBP) for processing international arrival passengers into the port of entry at PHX. The amendment to the Contract will include services to maintain hardware and software to ensure that all APC kiosks are properly maintained and operating correctly. Regular maintenance of the APC kiosks ensures that all international arrival passengers' information is provided to CBP for processing in a timely manner. The APC kiosks at PHX are proprietary and can only be maintained by YVR.

This item has been reviewed and approved by the Information Technology Services Department.

**Procurement Information**

The Contract requires YVR to provide APC kiosks and maintenance and repair services to hardware and software. Extending the term of the Contract will ensure that efficiencies and cost effectiveness are achieved because APC kiosks are YVR products that are proprietary and can only be maintained by YVR. By extending the Contract term, APC kiosks will remain operational and the need for a possible replacement will be eliminated.

**Contract Term**

The Contract term will be extended on or about July 1, 2019 and continue for five years.

**Financial Impact**

The cost of the five-year extended Contract term will not exceed \$375,000. Funds are available in the Aviation Department's budget.

**Concurrence/Previous Council Action**

This item was recommended for approval at the Aviation and Transportation Subcommittee meeting on March 26, 2019, by a vote of 3-0.

**Location**

Phoenix Sky Harbor International Airport, 3400 E. Sky Harbor Blvd.  
Council District: 8

**Responsible Department**

This item is submitted by Assistant City Manager Deanna Jonovich and the Aviation Department.



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**Airport Apron Buses and Ground Support Equipment - AVN IFB 19-016  
(Ordinance S-45513)**

Request to authorize the City Manager, or his designee, to enter into separate contracts with Cobus Industries, LP, for the purchase of six airport apron buses, and Stinar HG, LLC, for the purchase of one self-propelled passenger boarding stairs. The contracts will have a one-time expenditure of \$3,474,086. The contracts may contain other terms and conditions deemed necessary or appropriate by the City Manager or his designee. Further request authorization for the City Controller to disburse all funds related to this item.

**Summary**

Sky Harbor International Airport (PHX) is expanding rapidly and the Aviation Department wants to establish a hardstand gate operation to address gate constraints during high demand periods.

The hardstand gate operation will be located in a designated aircraft parking area at PHX. Passengers will be transported to the operation by airport apron buses and will board the aircraft using self-propelled passenger boarding stairs. Passengers will be moved safely and quickly between the aircraft and terminal buildings, which will allow airlines to run on-time operations and maintain an acceptable level of service for passengers.

**Procurement Information**

Invitation for Bid (IFB) 19-016 was conducted in accordance with Administrative Regulation 3.10. The solicitation was separated into four groups based on the component of the hardstand operation. Offerors were given the opportunity to bid on all, some, or one of the groups. One bid was received for Group 1 (Airport Apron Buses) and two bids were received for Group 4 (Self-Propelled Passenger Boarding Stairs).

The three bids were evaluated for responsiveness. One bid for Group 4 did not meet the minimum specifications listed in the IFB and was deemed nonresponsive.

The lowest responsive and responsible offeror for each group is as follows:

- Group 1 (Airport Apron Buses) - Cobus Industries, LP.
- Group 4 (Self-Propelled Passenger Boarding Stairs) - Stinar HG, LLC.

**Contract Term**

The terms of the contracts will begin on or about April 4, 2019. The bid price will be valid for one-year from City Council award so the Aviation Department may choose to purchase additional items at the bid price.

**Financial Impact**

The cost of the contracts will not exceed \$3,474,086 for the aggregate one-time purchases. Funds are available in the Aviation Department's Capital Improvement Program budget.

**Concurrence/Previous Council Action**

This item was recommended for approval at the Aviation and Transportation Subcommittee meeting on March 26, 2019, by a vote of 3-0.

**Location**

Phoenix Sky Harbor International Airport, 3400 E. Sky Harbor Blvd.  
Council District: 8

**Responsible Department**

This item is submitted by Assistant City Manager Deanna Jonovich and the Aviation Department.



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**Professional Technology Services Common Use System (Ordinance S-45524)**

Request to authorize the City Manager, or his designee, to spend up to \$2,850,000 in additional money under Contract 132424 (Contract) with SITA Information Networking Computing USA, Inc. for maintenance and support services for the common use systems at Phoenix Sky Harbor International Airport (PHX). Further request to authorize the City Manager, or his designee, to extend the term of the Contract for approximately six months on a month-to-month basis through May 31, 2022, in order to implement the new systems after a new procurement is completed. Further request authorization for the City Controller to disburse all funds related to this item.

**Summary**

The Aviation Department operates several passenger-facing and airport operational common use systems at PHX. The systems include the Common Use Passenger Processing System (CUPPS), Common Use Self Service (CUSS) kiosks, Flight Information Display System (FIDS), Public Announcement/Paging (PA) System, Common Use Airport Resource Management System (AMS), and Security Checkpoint Wait Time System. The systems provide real-time information to passengers and allow the Aviation Department and airlines to run critical day-to-day airport operations.

The Terminal 3 redevelopment program significantly expanded the common use footprint at PHX. Terminal 3 South Concourse opened in January 2019, which increased the CUPPS footprint at PHX by an additional 15 boarding gates, and 10 more gates will be added when the Terminal 3 North Concourse opens in early 2020. CUPPS provides necessary technology to support airlines' ticketing and boarding operations by checking in passengers, printing boarding passes and bag tags, and ultimately boarding passengers on flights using a common infrastructure. The system also provides necessary technology and infrastructure for all international airline operations in Terminal 4.

The Terminal 3 redevelopment program has also expanded the scope of PHX's common use FIDS with an additional 447 flight information displays. FIDS provides real-time arrival and departure flight information to passengers, airlines, meeters and greeters, and other PHX stakeholders. The FIDS also provides baggage claim information to arriving passengers.

The Aviation Department is required to provide TSA safety and security messages, airline flight messages, and public service announcements through the PA System. The system allows PHX to meet federal regulatory requirements related to disseminating time-sensitive public safety messages throughout PHX. Terminal 3 has further expanded the footprint of PHX's PA System by adding 99 new paging stations throughout PHX.

The additional spending authority is necessary to support and maintain all common use systems operational at PHX through the end of the Contract term. The Aviation Department will solicit these systems through a competitive procurement process that will result in a new contract or contracts by the end of the Contract term on Nov. 23, 2021.

This item has been reviewed and approved by the Information Technology Services Department.

### **Contract Term**

This request will extend the term of the Contract approximately six months on a month-to-month basis, if necessary, through May 31, 2022. After completion of a new procurement process, the Aviation Department will implement the new systems at PHX.

### **Financial Impact**

Based on the expanded footprint of the common use systems, the request to increase spending authority up to \$2,850,000 will allow for effective maintenance and support of these systems throughout the Contract term. The additional money will increase the aggregate cost of the Contract to \$10,419,929 for the aggregate Contract term. Funds are available in the Aviation Department's operating budget.

### **Concurrence/Previous Council Action**

This item was recommended for approval at the Aviation and Transportation Subcommittee meeting on March 26, 2019, by a vote of 3-0.

### **Location**

Phoenix Sky Harbor International Airport, 3400 E. Sky Harbor Blvd.  
Council District: 8

### **Responsible Department**

This item is submitted by Assistant City Manager Deanna Jonovich and the Aviation Department.



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**Ground Lease with Sky Harbour, LLC at Deer Valley Airport (Ordinance S-45535)**

Request to authorize the City Manager, or his designee, to enter into a 30-year ground lease with Sky Harbour, LLC at Phoenix Deer Valley Airport (DVT) for the construction and subleasing of aircraft storage hangars. The lease may contain other terms and conditions deemed necessary or appropriate by the City Manager or his designee. Sky Harbour, LLC will pay ground rent at the rate of \$0.54 per square foot per year, plus applicable taxes. Rent will be adjusted annually by the Consumer Price Index (CPI) using the Phoenix-Mesa-Scottsdale index.

**Summary**

Sky Harbour, LLC has requested to lease approximately 265,280 square feet (6.09 acres) of undeveloped land near the southeast corner of DVT. Sky Harbour, LLC will invest approximately \$12 million to construct executive aircraft storage hangars. Upon completion of the hangars, Sky Harbour, LLC's commercial use of the premises will include subleasing hangar space and providing aircraft management services. Upon completion of the hangars, a metes and bounds survey will be completed, which will reflect the actual square footage of the premises. If the square footage is increased or reduced, the ground rent will be adjusted accordingly. The City will conduct the initial Phase I environmental site assessment on the premises and Sky Harbour, LLC will perform an environmental exit audit at the end of the lease term.

**Contract Term**

The term of the lease is 30 years. The lease will not contain any option to extend the term.

**Financial Impact**

Sky Harbour, LLC will pay ground rent at the rate of \$0.54 per square foot per year, plus applicable taxes. Rent will be adjusted annually by the Consumer Price Index (CPI) using the Phoenix-Mesa-Scottsdale index. Rent will commence 12 months after the effective date of the lease or upon Sky Harbour, LLC's beneficial occupancy of the hangars, whichever occurs first. Rent for the first year of the lease will be approximately \$143,251. Sky Harbour, LLC will own the hangars during the lease term. When the lease expires or is terminated, title to the hangars will be conveyed to the City. The lease will generate approximately \$4.3 million in rent over the 30-year term of

the lease, excluding CPI adjustments.

**Concurrence/Previous Council Action**

This item was recommended for approval at the Aviation and Transportation Subcommittee meeting on March 26, 2019, by a vote of 3-0.

**Location**

Phoenix Deer Valley Airport, 702 W. Deer Valley Road  
Council District: 1

**Responsible Department**

This item is submitted by Assistant City Manager Deanna Jonovich and the Aviation Department.





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**Purchase of Light and Medium Duty Vehicles - Contract Recommendation  
(Ordinance S-45497)**

Request to authorize the City Manager, or his designee, to enter into separate contracts with Courtesy Chevrolet, RWC International, LTD, Sanderson Ford, Inc., San Tan Auto Partners, doing business as San Tan Ford, and PFVT Motors, LLC, doing business as Peoria Ford, for purchase of light and medium duty vehicles. This contract will have an estimated expenditure of \$75,000,000 over the life of the agreement. Further request authorization for the City Controller to disburse all funds related to this item.

**Summary**

The Public Works Department is responsible for purchasing light and medium duty vehicles on behalf of all City departments. Every year, Public Works prepares a list of City equipment due for replacement based on age or miles, or a combination thereof. This contract will allow Public Works to purchase replacement vehicles that have exceeded the useful life and add new vehicles to the fleet as needed for operations. The vehicles that will be purchased will include, but are not limited to: sedans, sport utility vehicles, trucks, vans, patrol-rated police cruisers and medium duty vehicles that are essential to City services. These vehicles will be used by various City departments including Police, Fire, Water Services, and Street Transportation.

**Procurement Information**

Invitation for Bid (IFB) 19-FSD-045 was conducted in accordance with Administrative Regulation 3.10. The Public Works Department, Procurement Section, received seven bids, with five being recommended for award based on base model pricing of vehicles. Due to the extensive lists provided by the bidders for possible vehicle purchases, the following recommended vendors are divided by manufacturer.

Chevrolet:  
Courtesy Chevrolet

Ford:  
Sanderson Ford, Inc.  
San Tan Ford

Peoria Ford

International:  
RWC International, LTD

**Contract Term**

This contract will begin on or about April 1, 2019, with an initial one-year term and four option years in increments of up to one year for a total contract term of five years.

**Financial Impact**

This contract will have an initial estimated expenditure of \$5,000,000, with a total estimated aggregate amount of \$75,000,000 over the life of the contract. Funds are available in various departments' budgets.

**Responsible Department**

This item is submitted by Deputy City Manager Karen Peters and the Public Works Department.



**Contract Award for Processing of Plastics #3 - #7 into Liquid Fuel and Enter into Land Lease at City of Phoenix Resource Innovation Campus - RFP 19-SW-007 (Ordinance S-45501)**

Request to authorize the City Manager, or his designee, to enter into a new contract with Renew Phoenix for the processing of plastics #3 - #7 into liquid fuel; and to enter into a land lease at the City of Phoenix's Resource Innovation Campus (RIC) located at 27th Avenue and Lower Buckeye Road. Further request authorization for the City Treasurer to accept all funds related to this item. Total revenue from the land lease is estimated to generate between \$8,400 to \$12,000 per year for an estimated total of \$252,000 to \$360,000 over the anticipated life of the contract, including extensions.

**Summary**

In 2013, the City Council adopted the goal of diverting 40 percent of trash from the landfill by the year 2020. In April 2016, this goal was expanded to achieve Zero Waste by 2050. To achieve these goals, the Public Works and the Community and Economic Development departments have been collaborating to create public-private partnerships to build the City's circular economy by redirecting materials back into the economy instead of sending them to the landfill.

Plastics #3 - #7 include low-density polyethylene (LDPE), polypropylene (PP), polystyrene (PS), and other mixed plastics, which are found in things such as shrink wrap, plastic toys, frozen food bags, yogurt cups, and Styrofoam containers. The City sorts an estimated 521 tons of these plastics annually. This represents the tons of plastics #3 - #7 processed through the materials recovery facilities (MRFs), captured during the sorting process and baled for sale as a mixed plastics commodity. Recent changes in commodities and recycling markets have impacted how the City handles these plastics. Previously, plastics #3 - #7 were bundled and sold on the open market, whereas today there is no longer a market for most of these materials. Currently, the operator of the City's MRFs separates plastics #5 from the mix and sells the material as a commodity.

**Procurement Information**

Request for Proposal (RFP) 19-SW-007 was issued on June 7, 2018 seeking one or more entities to lease land at the RIC and provide mixed plastics diversion service and

redirect materials currently in the municipal waste and recycling streams and divert them for waste-to-product or waste-to-liquid fuel technologies. The RFP was conducted in accordance with Administrative Regulation 3.10. There were three offers received by the Procurement Division on July 18, 2018.

An evaluation committee consisting of five members including City staff from the Public Works and Community and Economic Development departments, and subject matter experts in entrepreneurship, sustainable engineering and the plastics industry evaluated the offers. The offers were evaluated based on the following criteria: Business Plan (300 points), Financial Return and Benefits to the City (300 points), Proposed Technology (250 points), and Qualifications and Experience (150 points). The evaluation committee determined that two firms were within a competitive range and both firms were invited to participate in an interview. After interviews were concluded, the evaluation committee reached a consensus and is recommending an award to Renew Phoenix as the highest scored, responsive and responsible offeror. The offers and their final scores are as follows:

Renew Phoenix: 839 points  
PolyFuel LLC: 773 points

Renew Phoenix will lease approximately 30,000 square feet on the RIC. The estimated lease rate is \$0.28 to \$0.40 per square foot per year. Rent during the initial lease term will be between \$8,400 to \$12,000 per year, plus applicable taxes, which is within the range of market rents as determined by the Finance Department Real Estate Division. Rent at the beginning of each renewal option period will be at the then-prevailing market rate, plus applicable taxes.

### **Contract Term**

The initial anticipated term of this agreement is 10 years, beginning upon Council approval. Provisions to this contract may include up to two 10-year renewal options, which will be exercised by staff in the best interests and sole discretion of the City.

### **Financial Impact**

Total revenue from the land lease is estimated to generate between \$8,400 to \$12,000 per year for an estimated total of \$252,000 to \$360,000 over the anticipated life of the contract, including extensions.

### **Concurrence/Previous Council Action**

This item was recommended at the Water, Wastewater, Infrastructure and Sustainability Subcommittee meeting on March 6, 2019, by a vote of 3-0.

**Location**

27th Avenue Transfer Station, 3060 S. 27th Ave.  
Council District: 7

**Responsible Department**

This item is submitted by Deputy City Manager Karen Peters and the Public Works Department.



**Production Well and Related Equipment - Contract Extension (Ordinance S-45506)**

Request to authorize the City Manager, or his designee, to ratify contracts 137971 with The Pump Company, 137972 with Layne Christensen, and 137973 with Weber Waters Resources, LLC to extend the term on a month-to-month basis for up to four months to June 30, 2019. No additional funding is required for these contract extensions.

**Summary**

These contracts are vital for on-going operations for service and repair of City-owned production wells and purchase of accessory equipment. City wells must comply with federal, state, and local regulations regarding groundwater monitoring, drinking water, and air quality. The wells are used for daily operations throughout the City and provide water to be processed for drinking, fire control, water and dust control, and compost and construction activities.

**Financial Impact**

The production well contracts were approved with an aggregate total of \$1.4 million. No additional funding is required for these contract extensions.

**Concurrence/Previous Council Action**

Production well contracts for The Pump Company, Layne Christensen, and Weber Waters Resources, LLC were approved by City Council on March 19, 2014.

**Responsible Department**

This item is submitted by Deputy City Manager Karen Peters and the Public Works Department.



## **One-time Purchase of Live Floor Transfer Trailer (Ordinance S-45510)**

Request to authorize the City Manager, or his designee, to enter into a contract with East Texas Mack Sales, LLC dba B&C Body Company, for purchase of a Live Floor Transfer Trailer via cooperative agreement TR11-18 for the Public Works Department's 27th Ave. Transfer Station. Expenditures will not exceed \$105,000 over the life of the contract. Further request authorization for the City Controller to disburse all funds related to this item.

### **Summary**

This contract will be used for the one-time purchase of an aluminum live floor transfer trailer for the 27th Ave. Transfer Station. The new unit will replace an existing unit that has exceeded the seven year life cycle. This unit will be used to transfer green waste to the 27th Ave. Compost Facility to support the City's diversion goal of 40 percent by 2020. The trailer is also used to haul other materials from diversion from the landfill including tires.

### **Procurement Information**

In accordance with Administrative Regulation 3.10, normal competition was waived as the result of a determination memo for alternative competition to use cooperative agreement TR11-18, Trailers-Equipment, Cargo & Specialty, awarded by the Houston-Galveston Area Council on Nov. 1, 2018.

### **Contract Term**

This contract will begin upon Council approval, for the one-time purchase of a live floor transfer trailer.

### **Financial Impact**

Expenditures shall not exceed \$105,000 over the life of the contract. Funds are available in the Public Works Department's budget.

### **Location**

The 27th Ave. Transfer Station is located at 3060 S. 27th Ave.  
Council District: 7

**Responsible Department**

This item is submitted by Deputy City Manager Karen Peters and the Public Works Department.





**One-time Purchase of Runway Rubber Removal and Airfield Paint Removal Machine (Ordinance S-45511)**

Request to authorize the City Manager, or his designee, to enter into a contract with Cyclone Technology, LLC, for purchase of one Cyclone 4006 AC runway rubber removal and airfield paint removal machine. Expenditures shall not exceed \$538,871 over the life of the contract. Further request authorization for the City Controller to disburse all funds related to this item.

**Summary**

The Public Works Department will purchase a Cyclone 4006 AC machine on behalf of the Aviation Department. Currently, Aviation has one rubber removal machine that is at the end of its projected life cycle. This unit uses high water pressure to remove rubber debris from the runway caused by repeated takeoffs and landings from tires. Additionally, the system cleans the runway center lines and restores reflectiveness while reducing paint cost. Aviation will be trading in the old unit to use as a credit toward the new purchase.

**Procurement Information**

In accordance with Administrative Regulation 3.10, normal competition was waived as a result of a determination memo citing sole source. The Cyclone 4006 AC is a highly specialized piece of equipment designed specifically for rubber and paint removal on runways, taxiways, and gates at airports such as Phoenix Sky Harbor International, Goodyear, and Deer Valley Airports.

**Contract Term**

This contract will begin upon Council approval, for the one-time purchase of a Cyclone 4006 AC.

**Financial Impact**

Expenditures shall not exceed \$538,871 over the life of the contract. Funds are available in the Aviation Department's budget.

**Location**

Phoenix Sky Harbor International Airport, 3400 E. Sky Harbor Blvd.

Phoenix Deer Valley Airport, 702 W. Deer Valley Road

Phoenix Goodyear Airport, 1658 S. Litchfield Road, Goodyear

Council Districts: 1, 8 and Out of City

**Responsible Department**

This item is submitted by Assistant City Manager Deanna Jonovich, Deputy City Manager Karen Peters, and the Aviation and Public Works departments.



## **One-time Purchase of SealMaster Machines (Ordinance S-45512)**

Request to authorize the City Manager, or his designee, to enter into a contract with Musgrove Enterprises, LLC dba SealMaster Arizona for purchase of one SP 300 Dual Squeegee Machine and one Seal Coat Spray Tank Trailer to maintain City streets and parking lots. This contract will have an estimated expenditure of \$76,632. Further request authorization for the City Controller to disburse all funds related to this item.

### **Summary**

The Public Works Department seeks to purchase one SP 300 Dual Squeegee Machine and one Seal Coat Spray Tank Trailer on behalf of the Street Transportation Department. These machines will be used to seal coat asphalt roads and City-owned parking lots to increase the surface life of the pavement in these areas. The Seal Coat Spray Trailer will allow Street Maintenance to work in confined areas and provide patch work to meet customer requests as required.

### **Procurement Information**

In accordance with Administrative Regulation 3.10, normal competition was waived as the result of a determination memo for alternative competition to use contract SM10-18, Street Maintenance Equipment, awarded by the Houston-Galveston Area Council on Oct. 1, 2018.

### **Contract Term**

This contract will begin on or about April 10, 2019, for the one-time purchase of a SP 300 Dual Squeegee Machine and Seal Coat Spray Tank Trailer.

### **Financial Impact**

Expenditures shall not exceed \$76,632 over the life of the contract. Funds are available in the Street Transportation Department's budget.

### **Responsible Department**

This item is submitted by Deputy City Managers Mario Paniagua and Karen Peters, and the Street Transportation and Public Works departments.



**Vehicle Glass Supply, Install, Repair and Tinting - Contract Recommendation (Ordinance S-45518)**

Request to authorize the City Manager, or his designee, to enter into contracts with Auto Glass Direct, LLC., Select Glass, Inc., Real Cool Window Tinting & Glass, LLC., and Safelite Fulfillment, Inc., to provide vehicle glass supply, installation, repair and tinting services on an as-needed basis with an estimated total expenditure of \$1,340,000, over the five-year term of the contracts. Further request authorization for the City Controller to disburse all funds related to this item.

**Summary**

The Public Works Department maintains a diverse fleet of over 6,500 vehicles. This contract will be used for supply, repair, replacement, and tinting of City-owned vehicles to ensure vehicles are not being operated with broken or damaged glass. Repair and replacement of vehicle glass is essential to the safe operation of City vehicles. This contract will provide vehicle glass coverage at all Fleet Maintenance Service Centers. The Aviation Department will also use this contract for repair, replacement and tinting of fleet vehicles.

**Procurement Information**

Invitation for Bid 19-FSD-048 was conducted in accordance with Administrative Regulation 3.10. The Public Works Department received five bids. There were two groups to be awarded and all groups had successful bids. The bids included in Attachment A are being recommended for award based on the lowest bid.

**Attachment A** shows the bid summary of offers submitted for all groups.

**Contract Term**

These contracts will begin on or about April 15, 2019, with an initial one-year term, and four one-year options to extend, for a total aggregate term of five years.

**Financial Impact**

These contracts will have an estimated total annual expenditure of \$268,000, with an aggregate value not to exceed \$1,340,000 over the life of the contracts. Funds are available in the Public Works and Aviation departments' budgets.

**Responsible Department**

This item is submitted by Assistant City Manager Deanna Jonovich, Deputy City Manager Karen Peters, and the Aviation and Public Works departments.



**City of Phoenix**

**Attachment A**

**Bid Summary**

**IFB 19-FSD-048 Vehicle Glass Supply, Install, Repair and Tinting**

Vendor	Group I - Glass Replacement and Repair Services	Group II - Window Tinting Services	Award Recommended
Auto Glass Direct, LLC.	\$799.98	No Bid	<input checked="" type="checkbox"/> Group I <input type="checkbox"/> Group II
Select Glass, Inc.	\$1,040.00	\$800.00	<input checked="" type="checkbox"/> Group I <input checked="" type="checkbox"/> Group II
Real Cool Window Tinting & Glass, LLC.	\$1,175.00	\$875.00	<input type="checkbox"/> Group I <input checked="" type="checkbox"/> Group II
Safelite Fulfillment, Inc.	\$1,164.95	No Bid	<input checked="" type="checkbox"/> Group I <input type="checkbox"/> Group II



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**Reciprocal Agreement with Waste Management for Disposal of Solid Waste Material (Ordinance S-45526)**

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 on 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 creates business efficiencies 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 term of the agreement will be for one year with an option for four one-year extensions.

**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 Karen Peters and the Public Works Department.



**\*\*\*REQUEST TO CONTINUE (SEE ATTACHED MEMO)\*\*\* Water Services  
Department Small Valve Replacement Program - Job Order Contracting Services  
- 4108JOC168 - WS85500400 (Ordinance S-45495)**

Request to authorize the City Manager, or his designee, to enter into separate master agreements with two contractors to provide Citywide Small Valve Replacement Job Order Contracting (JOC) services for the Water Services Department. Further request to authorize execution of amendments to the agreement(s) 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 \$22.5 million for each master agreement.

Additionally, request to authorize the City Manager, or his designee, to take all action deemed necessary to execute all utilities-related design and construction agreements, licenses, permits, and requests for utility services relating to the development, design, and construction of the project and to include disbursement of funds. Utility services include, but are not limited to: electrical; water; sewer; natural gas; telecommunications; cable television; railroads; and other modes of transportation. This authorization excludes any transaction involving an interest in real property.

**Summary**

The JOC contractors' services will be used on an as-needed basis to provide citywide valve replacement Job Order Contracting (JOC) services to remove and replace water valves 16 inches and smaller, assess repairs, prepare the site for repairs, backfill, compact, restore landscape and hardscape, perform temporary and/or final street pavement, inspect faulty mechanisms and secure the appropriate parts, and follow all Maricopa Association of Governments (MAG), City of Phoenix Supplement to MAG Specifications and Details, and Water Services Department Design Guidelines required to perform this work. Additionally, the JOC contractors will be responsible for fulfilling Small Business Enterprise program requirements.

**Procurement Information**

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. Four firms submitted proposals and are listed below:

Selected Firms

Rank 1: Professional Piping Systems, LLC (DBA WaCo Contracting)

Rank 2: Achen-Gardner Construction, LLC

Additional Proposers

Rank 3: FPS Civil, LLC

Rank 4: DCS Contracting, Inc.

**Contract Term**

The term of each master agreement is for up to five years, or up to \$22.5 million, whichever occurs first. Work scope identified and incorporated into the master agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the master agreement. No additional changes may be executed after the end of the term.

**Financial Impact**

The master agreement values for each of the JOC contractors will not exceed \$22.5 million, including all subcontractor and reimbursable costs. The total fee for all services will not exceed \$45 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 budget. The Budget and Research Department will review and approve funding availability prior to issuance of any job order agreement. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

**Responsible Department**

This item is submitted by Deputy City Managers Karen Peters and Mario Paniagua, the Water Services Department, and the City Engineer.



**City of Phoenix**  
PLANNING & DEVELOPMENT DEPARTMENT

**To:** Karen Peters  
Deputy City Manager

**Date:** March 29, 2019

**From:** Kathryn Sorensen *KS*  
Water Services Department Director

**Subject:** CONTINUANCE REQUEST- ITEM 75 - Water Services Department Small Valve Replacement Program - Job Order Contracting Services - 4108JOC168 - WS85500400 (Ordinance S-45495) ON THE APRIL 3, 2019 FORMAL AGENDA

This memo requests the continuance of the following items on the April 3, 2019 Formal Agenda – Water Services Department Small Valve Replacement Program - Job Order Contracting Services - 4108JOC168 - WS85500400 (Ordinance S-45495).

Staff is requesting the continuance to April 17, 2019 to allow additional clarification on the capital improvement projects.

Approved: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'Karen Peters', written over a horizontal line.

Karen Peters, Deputy City Manager

*3/29/19*

Date



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**Water Services Department Small Valve Replacement Program - Engineering Services - WS85500400 (Ordinance S-45496)**

Request to authorize the City Manager, or his designee, to enter into an agreement with Brown and Caldwell, Inc. to provide Engineering Services that include construction administration and inspection (CA&I) services for the Water Services Department's Valve Replacement Job Order Contract program. 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 \$5 million.

Additionally, request to authorize the City Manager, or his designee, to take all action deemed necessary to execute all utilities-related design and construction agreements, licenses, permits, and requests for utility services relating to the development, design, and construction of the project and to include disbursement of funds. Utility services include, but are not limited to: electrical; water; sewer; natural gas; telecommunications; cable television; railroads; and other modes of transportation. This authorization excludes any transaction involving an interest in real property.

**Summary**

The purpose of the program is to provide replacement of water distribution valves. Locations of work will be in the City of Phoenix and may include nearby areas on the City of Phoenix water system that are not within the City of Phoenix city limits.

Brown and Caldwell, Inc.'s services include, but are not limited to: general project administration, construction inspections and special valve inspections; resident engineering services during construction; daily interaction with contractors to clarify job requirements; administration of contractor's contract; decision-making regarding technical project issues; review and approval of water pipe and water valve materials and shop drawings; working in confined spaces, vaults or shored excavations; monitoring of job progress; review and certification of progress payments and job orders; preparation of record drawings; public information and public relations services; and coordination with other City Departments, governmental agencies and operations staff.

### **Procurement Information**

Selection was made using a qualifications-based selection process set forth in section 34-603 of the Arizona Revised Statutes (A.R.S.). In accordance with A.R.S. section 34-603(H), the City may not publicly release information on proposals received or the scoring results until an agreement is awarded. Five firms submitted proposals and are listed below:

#### Selected Firm

Rank 1: Brown and Caldwell, Inc.

#### Additional Proposers

Rank 2: Tristar Engineering & Management, Inc.

Rank 3: Stanley Consultants, Inc.

Rank 4: Dibble & Associates Consulting Engineers, Inc.

Rank 5: Ritoch-Powell & Associates Consulting Engineers, Inc.

### **Contract Term**

The term of the agreement is five years from the issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

### **Financial Impact**

The agreement value for Brown and Caldwell, Inc. will not exceed \$5 million, including all subconsultant and reimbursable costs.

Funding is available in the Water Services Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

### **Responsible Department**

This item is submitted by Deputy City Managers Karen Peters and Mario Paniagua, the Water Services Department, and the City Engineer.



**\*\*\*REQUEST TO CONTINUE (SEE ATTACHED MEMO)\*\*\* Remote Facilities  
General Construction - Job Order Contracting Services - 4108JOC173  
(Ordinance S-45500)**

Request to authorize the City Manager, or his designee, to enter into a master agreement with Felix Construction Company, to provide Remote Facilities General Construction Job Order Contracting (JOC) services for the Water Services Department. 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 \$45 million.

Additionally, request to authorize the City Manager, or his designee, to take all action deemed necessary to execute all utilities-related design and construction agreements, licenses, permits, and requests for utility services relating to the development, design, and construction of the project and to include disbursement of funds. Utility services include, but are not limited to: electrical; water; sewer; natural gas; telecommunications; cable television; railroads; and other modes of transportation. This authorization excludes any transaction involving an interest in real property.

**Summary**

Felix Construction Company's services will be used on an as-needed basis to provide remote facilities general construction services. Additionally, Felix Construction Company will be responsible for fulfilling Small Business Enterprise program requirements.

**Procurement Information**

The selection was made using a qualifications-based selection process set forth in section 34-603 of the Arizona Revised Statutes (A.R.S.). In accordance with A.R.S. section 34-603(H), the City may not publicly release information on proposals received or the scoring results until an agreement is awarded. Six firms submitted proposals and are listed below.

Selected Firm

Rank 1: Felix Construction Company

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### Additional Proposers

Rank 2: Hunter Contracting Co.

Rank 3: J.R. Filanc Construction Company, Inc.

Rank 4: MGC Contractors, Inc.

Rank 5: Mortenson Construction

Rank 6: Archer Western Construction, LLC

### **Contract Term**

The term of the master agreement is for up to five years, or up to \$45 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 Felix Construction Company will not exceed \$45 million, including all subcontractor and reimbursable costs.

Request to authorize the City Manager, or his designee, to execute job order agreements performed under this master agreement 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 budget. The Budget and Research Department will review and approve funding availability prior to issuance of any job order agreement. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

### **Responsible Department**

This item is submitted by Deputy City Managers Karen Peters and Mario Paniagua, the Water Services Department, and the City Engineer.



**City of Phoenix**  
PLANNING & DEVELOPMENT DEPARTMENT

**To:** Karen Peters  
Deputy City Manager


**Date:** March 29, 2019

**From:** Kathryn Sorensen *KS*  
Water Services Department Director

**Subject:** CONTINUANCE REQUEST- ITEM 77 - Water Remote Facilities General Construction - Job Order Contracting Services – 4108JOC173 ON THE APRIL 3, 2019 FORMAL AGENDA

This memo requests the continuance of the following items on the April 3, 2019 Formal Agenda – Water Remote Facilities General Construction - Job Order Contracting Services – 4108JOC173.

Staff is requesting the continuance to April 17, 2019 to allow additional clarification on the capital improvement projects.

Approved:   
\_\_\_\_\_  
Karen Peters, Deputy City Manager

*3/29/19*

\_\_\_\_\_  
Date



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**West Anthem Water and Wastewater Infrastructure Improvements - Engineering Services - WS85500416 (WS90500276) (Ordinance S-45502)**

Request to authorize the City Manager, or his designee, to enter into an agreement with Entellus, Inc. to provide Engineering Services that include construction administration and inspection (CA&I) services for the West Anthem Water and Wastewater Infrastructure Improvements project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and the City Controller to disburse all funds related to this item. The fee for services will not exceed \$199,122.

Additionally, request to authorize the City Manager, or his designee, to take all action deemed necessary to execute all utilities-related design and construction agreements, licenses, permits, and requests for utility services related to the development, design and construction of the project and to include disbursement of funds. Utility services include, but are not limited to: electrical, water, sewer, natural gas, telecommunication, cable television, railroads and other modes of transportation. This authorization excludes any transaction involving an interest in real property.

**Summary**

The purpose of this project is to provide water and sewer service to the West Anthem area, which will require the Water Services Department to construct significant new infrastructure including a 24-inch to 36-inch water transmission main, 18-inch to 21-inch gravity sewer lines, a lift station, three high density polyethylene force mains, and upgrades to the existing Booster Pump Station (BPS) 8CP-B1.

This contract will cover CA&I services for the upgrades to Booster Pump Station (BPS) 8CP-B1 located on the southwest corner of 45th Avenue and Opportunity Way. Work for the BPS upgrades includes disconnecting the BPS from the current EPCOR suction line and establishing the City of Phoenix suction line connection, improving efficiency by replacing the five existing pumps, installing a new pressure reducing valve (PRV) to meet fire flow demand, and installing a new direct connection from the EPCOR suction line for emergency back-up.

Separate contracts will be executed for CA&I services for the water main and gravity



sewer improvements between Sheriffs Pistol Range Road and Opportunity Way; and for the lift station, force mains, and south part of the gravity sewer line from Carefree Highway to just north of Sheriffs Pistol Range Road.

Entellus, Inc.'s services include, but are not limited to: project administration and engineering services during construction, review of shop drawings and test results, issuing interpretations and clarifications, on-site inspections, record drawings, system training, processing contractor progress payments, recording and tracking warranty requests during the 12-month warranty period, and other special services as requested.

### **Procurement Information**

The selection was made using a qualifications-based selection process set forth in section 34-603 of the Arizona Revised Statutes (A.R.S.). Scoring and selection were made in conjunction with the Design Services selection process.

### **Contract Term**

The term of the agreement is 605 calendar days from issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

### **Financial Impact**

The agreement value for Entellus, Inc. will not exceed \$199,122, including all subconsultants and reimbursable costs.

Funding is available in the Water Services Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

### **Concurrence/Previous Council Action**

The City Council approved:

- Design Services Agreement 140650 (Ordinance S-41868) on June 17, 2015; and
- CA&I Services Agreement 149086 (Ordinance S-45166) on Dec. 5, 2018.

### **Location**

Southwest corner of 45th Avenue and Opportunity Way  
Council District: 1

**Responsible Department**

This item is submitted by Deputy City Managers Karen Peters and Mario Paniagua, the Water Services Department, and the City Engineer.



**Transmission Main Inspection and Assessment Program - Job Order Contracting Services - 4108JOC174 (Ordinance S-45508)**

Request to authorize the City Manager, or his designee, to enter into separate master agreements with two contractors to provide Transmission Main Inspection and Assessment Program Job Order Contracting (JOC) services for the Water Services Department. Further request to authorize execution of amendments to the agreements as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The fee for services will not exceed \$5 million for each master agreement.

Additionally, request to authorize the City Manager, or his designee, to take all action deemed necessary to execute all utilities-related design and construction agreements, licenses, permits, and requests for utility services relating to the development, design, and construction of the project and to include disbursement of funds. Utility services include, but are not limited to: electrical; water; sewer; natural gas; telecommunications; cable television; railroads; and other modes of transportation. This authorization excludes any transaction involving an interest in real property.

**Summary**

The JOC contractors' services will be used on an as-needed basis to provide Transmission Main Inspection and Assessment Program services for tasks associated with shutdown and startup of large-diameter water mains. 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. Three firms submitted proposals and are listed below.

Selected Firms

Rank 1: Achen-Gardner Construction, LLC

Rank 2: Professional Piping Systems LLC, DBA WaCo Contracting

Additional Proposer

Rank 3: Garney Companies, Inc.

**Contract Term**

The term of each master agreement is for up to five years, or up to \$5 million, whichever occurs first. Work scope identified and incorporated into the master agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the master agreement. No additional changes may be executed after the end of the term.

**Financial Impact**

The master agreement values for each of the JOC contractors will not exceed \$5 million, including all subcontractor and reimbursable costs. The total fee for all services will not exceed \$10 million.

Request to authorize the City Manager, or his designee, to execute job order agreements performed under these master agreements up to the Council-approved limit of \$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 Karen Peters and Mario Paniagua, the Water Services Department, and the City Engineer.



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**Salt River Project Land Use License with City of Phoenix for Private Residential Subdivision Development Project - Laveen Gardens (Ordinance S-45520)**

Request to authorize the City Manager, or his designee, to enter into a land use license with Salt River Project (SRP) for a private residential subdivision development project, Laveen Gardens, located on the west side of 27th Avenue, north of Vineyard Road. There is no financial impact to the City of Phoenix.

**Summary**

The land use license is necessary to facilitate the development of the property located on the west side of 27th Avenue north of Vineyard Road. The license will allow for the construction of right-of-way improvements including: pavement, curb, gutter, sidewalk and landscaping along 27th Avenue and will be consistent with and shall not interfere with U.S. Bureau of Reclamation fee property.

Indemnification

The SRP license agreement includes authorization pursuant to Phoenix City Code section 42-20 to indemnify, release and hold harmless SRP for: (A) acts of omissions of the City, its agents, officers, directors or employees; (B) the City's use of occupancy of the licensed property for the purposes contemplated by the license, including but not limited to claims by third parties who are invited or permitted onto the licensed property, either expressed or implied by the City or by nature of the City's improvement or other use of the licensed property pursuant to this license; and (C) the City's failure to comply with or fulfill its obligations established by the license or by laws. Per City of Phoenix Code, indemnification of another public entity requires approval from the City Council.

**Contract Term**

The term of the license shall be for 25 years beginning in April 2019 and ending Jan. 31, 2044. The license may be renewed upon written agreement by the parties.

**Financial Impact**

There is no financial impact for this license.

**Location**

West side of 27th Avenue, north of Vineyard Road  
Council District: 8

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Street Transportation and Planning and Development departments.



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**Transportation Funding for Transportation Projects in Fiscal Year 2020  
(Ordinance S-45533)**

Request to authorize the City Manager, or his designee, to apply for, accept and if awarded, enter into agreements for disbursement of up to \$595,017 in transit funding through a grant application to the Maricopa Association of Governments (MAG) under the Achieving Transit Accessibility Now (ATAN) program. Further request authorization for the City Treasurer to accept all funds related to this item.

**Summary**

The Maricopa Association of Governments (MAG) is soliciting applications for the ATAN Program-Round 5. The MAG Regional Council made available \$850,025 of transit funds within the MAG Region to improve accessibility at transit stops, with a limitation that no single agency be awarded more than 70 percent of the total available funding. The ATAN grant funds are also limited to a maximum of \$40,000 per location. Applications from local jurisdictions are evaluated on a rolling application cycle every six months. This is the fifth application cycle. The Street Transportation Department plans to request up to the maximum amount allowed (\$595,017) in ATAN funds as part of a comprehensive grant application. The City would contribute the required minimum 20 percent match, or \$10,000, for each project, as well as any additional funds needed to fully fund awarded projects.

This funding opportunity would leverage local dollars and increase the number of City transportation projects that enhance the community. The program funding has its own competitive review and ranking process that will happen under the MAG purview. In preparing the grant application, staff will refine the grant submittal, cost and scope to be competitive with local and regional submittals.

**Financial Impact**

ATAN requires local jurisdictions to contribute a minimum 20 percent funding match toward eligible project costs. The project match will be funded through Arizona Highway User Revenue (AHUR) and Transportation 2050 (T2050) funds. If awarded the full amount of ATAN funds under this opportunity, it would free up to \$595,017 of AHUR and/or T2050 funds to be reprogrammed for other Street Transportation projects.

**Concurrence/Previous Council Action**

This item was recommended for approval by the Aviation and Transportation Subcommittee on March 26, 2019 by a vote of 3-0.

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Street Transportation Department.





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**Transmission Main Improvements - Construction Manager at Risk Construction Services - WS85507003 (Ordinance S-45498)**

Request to authorize the City Manager, or his designee, to enter into an agreement with Achen-Gardner Construction, LLC (Achen-Gardner) to provide Construction Manager at Risk (CMAR) Construction Services for the Scenario 16B Transmission Main Improvements project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The fee for services will not exceed \$9,950,000.

**Summary**

The purpose of this project is to rehabilitate one mile of 60-inch pre-stressed concrete cylinder pipe transmission main as part of the Transmission Main Inspection and Assessment Program. The main extends south along 36th Street from Roeser Road to Vineyard Road. The program evaluated relocation versus rehabilitation alternatives including applicable pipe rehabilitation technologies and alternative routes for relocation of the main.

Achen-Gardner's initial services will include preparation of a Guaranteed Maximum Price (GMP) proposal for the Construction Services provided under the agreement and participating with the City in a process to establish a Small Business Enterprise (SBE) goal for the project. Achen-Gardner will be responsible for construction means and methods related to the project and fulfilling the SBE program requirements. Achen-Gardner will be required to solicit bids from prequalified subcontractors and to perform the work using the City's subcontractor selection process. Achen-Gardner may also compete to self-perform limited amounts of work.

Achen-Gardner's services include, but are not limited to: construction of the selected alternative per final plans and specifications, bond and insure the construction, address all federal, state and local permitting requirements, arrange for procurement of materials and equipment, schedule and manage site operations, deal with owner issues, maintain a safe work site for all project participants, and provide quality controls.

### **Procurement Information**

The selection was made using a qualifications-based selection process set forth in section 34-603 of the Arizona Revised Statutes. Scoring and selection were made in conjunction with the CMAR Preconstruction Services selection process.

### **Contract Term**

The term of the agreement is 433 calendar days from issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

### **Financial Impact**

The agreement value for Achen-Gardner will not exceed \$9,950,000, including all subcontractor and reimbursable costs.

Funding is available in the Water Services Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

### **Concurrence/Previous Council Action**

The City Council approved:

- Design Services Agreement 147481 (Ordinance S-44594) on May 16, 2018.
- Preconstruction Services Agreement 147482 (Ordinance S-44568) on May 16, 2018.

### **Location**

The main extends south along 36th Street from Roeser Road to Vineyard Road.

Council District: 8

### **Responsible Department**

This item is submitted by Deputy City Managers Karen Peters and Mario Paniagua, the Water Services Department, and the City Engineer.



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**Development Agreement between City of Phoenix and Granite Creek Farms LLC, for the Lift Station North of the Northwest Corner of Black Canyon Freeway and the Central Arizona Project Canal (Ordinance S-45503)**

Request authorization for the City Manager or his designee to enter into a Development Agreement between the City of Phoenix and Granite Creek Farms LLC (“Developer”) to allow the Developer to design and construct a lift station and pay a one-time payment in the amount of \$300,000 to the City of Phoenix to take over operation and maintenance of the lift station upon its construction. Further request authorization for the City Manager or his designee to accept ownership of the lift station/site by recording a special warranty deed upon the lift station’s construction. And also request authority for the City Treasurer to accept all funds related to this item.

**Summary**

The Developer owns approximately 189 acres of property north of the northwest corner of Black Canyon Freeway and the Central Arizona Project Canal. The Developer is developing the Property for single-family residential uses. To facilitate this development, regional improvements to public infrastructure are necessary. Such improvements include a public sewer wastewater lift station. To support wastewater flow from the development, Developer will engage-at its sole cost and expense-any consultants, engineers, contractors, suppliers, and other professionals necessary to complete the Lift Station’s design and construction. The Lift Station must meet all applicable Phoenix requirements in all material respects. Upon completion of the Lift Station’s construction, Developer will promptly pay \$300,000 to Phoenix to satisfy in full the Developer’s Lift Station maintenance and operation obligation. At that time, Developer will also convey the Lift Station/Site by special warranty deed-with full legal description-to Phoenix (for recording with the Official Records of Maricopa County, Arizona, by Phoenix).

The City of Phoenix will issue a written acceptance of the Lift Station/Site after Developer has (1) met all applicable Phoenix requirements for the Lift Station in all material respects; (2) submitted the payment, special warranty deed (with legal description), environmental site assessment reports (including documentation of remediation, if necessary), project documents, record drawings, and warranty letter to Phoenix; and (3) made a written request to Phoenix for acceptance of the Lift

Station/Site. Upon Phoenix's written acceptance of the Lift Station/Site, Phoenix will record the special warranty deed and the Lift Station/Site will become Phoenix's property in fee simple. Outside of Developer's warranty responsibilities, Phoenix will thereafter maintain and operate the Lift Station at its own cost and expense in accordance with its own policies and procedures.

**Financial Impact**

The Developer will pay the City a one-time payment of \$300,000.

**Location**

North of the northwest corner of Black Canyon Freeway and the Central Arizona Project Canal.

Council District: 1

**Responsible Department**

This item is submitted by Deputy City Manager Karen Peters and Water Services Department.



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**Intergovernmental Agreement with New Magma Irrigation & Drainage District for Groundwater Savings (Ordinance S-45517)**

Request to authorize the City Manager, or his designee, to execute an Intergovernmental Agreement between the City of Phoenix (Phoenix) and the New Magma Irrigation & Drainage District (NMIDD) to store portions of Phoenix's annual allocation of Colorado River water. This arrangement allows NMIDD to save groundwater and Phoenix to earn Long-Term Storage Credits; there is no cost to Phoenix and NMIDD will pay Phoenix up to \$200,000 under the Agreement. Further request authorization for the City Treasurer to accept all funds related to this item.

**Summary**

Each year Phoenix stores a portion of its Colorado River allocation in underground storage facilities and groundwater savings facilities in order to earn long-term storage credits that can be recovered in the future when Phoenix supplies are reduced by shortage. NMIDD is located within the Phoenix Active Management Area and provides irrigation water to farms and other users within its service area. The district has been permitted as a Groundwater Savings Facility (GSF) by the Arizona Department of Water Resources and can accept Colorado River water deliveries from third-parties, such as Phoenix, to deliver to NMIDD customers. NMIDD's use of Colorado River water saves groundwater from being pumped; Phoenix receives a long-term storage credit for the groundwater thus saved. At a later time, Phoenix can recover its long-term storage credits using its own wells or any other well in the Phoenix Active Management Area.

While the amount of water stored is variable and will be determined on an annual basis by the Director of the Water Services Department (WSD), the maximum amount of Phoenix water to be delivered to NMIDD is 10,000 acre-feet/year. NMIDD will pay Phoenix \$20/acre-foot for the water sent to the district. Separately, Phoenix pays for its Colorado River allocation pursuant to its subcontract with the Central Arizona Water Conservation District and the United States Bureau of Reclamation.

**Contract Term**

The term is for three years effective April 1, 2019, and ending March 31, 2022, with an option to extend for an additional three years, which may be exercised by the City Manager or his designee.

**Financial Impact**

The financial impact of this Agreement is a maximum of up to \$200,000 to be received each year, based upon \$20/acre-foot and 10,000 acre-feet/year maximum. Any funds received by the City from NMIDD will be credited to the Aquifer Storage Fund in WSD's Capital Improvement Program.

**Responsible Department**

This item is submitted by Deputy City Manager Karen Peters and the Water Services Department.



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**Modification of Stipulation Request for Ratification of Jan. 16, 2019 Planning Hearing Officer Action - Z-96-06-7**

Request to authorize the City Manager, or his designee, to approve Planning Hearing Officer's recommendation without further hearing by the City Council on matters heard by the Planning Hearing Officer on Jan. 16, 2019. This ratification requires formal action only.

**Summary**

Application: PHO-1-18--Z-96-06-7

Existing Zoning: S-1 (Approved R-3A, C-2)

Acreage: 82.34

Applicant: Terry Klinger - Rexco LLC

Owner: Terry Klinger - Rexco LLC

Representative: Alan Beaudoin - Norris Design

**Proposal:**

1. Modification of Stipulation 1 regarding general conformance to the site plan date stamped Aug. 15, 2006.
2. Deletion of Stipulation 2 regarding submission of elevations for PHO review.
3. Deletion of Stipulation 3 regarding a 50-foot landscape setback along the eastern property line.
4. Modification of Stipulation 9 regarding location of transit pad.
5. Deletion of Stipulation 10 regarding transit pad, 2 bus bay and dedication of right-of-way.
6. Deletion of Stipulation 11 regarding transit pad, 2 bus bay and dedication of right-of-way.
7. Modification of Stipulation 13 regarding size of right-of way.
8. Modification of Stipulation 18 regarding maximum dwelling units per acre.
9. Modification of Stipulation 19 regarding open space on specific parcels.
10. Deletion of Stipulation 20 regarding conceptual lighting, signage and landscaping plan for PHO review.
11. Technical corrections to Stipulations 8, 12, 14 and 15.

**Location**

General Location: Southwest corner 59th Avenue and Southern Avenue.

Council District: 7

Parcel Address: N/A

**Concurrence**

Village Planning Committee (VPC) Recommendation: The Laveen Village Planning Committee heard this case on Jan. 14, 2019 and recommended approval with a modification and an additional stipulation by a 8-1 vote.

Planning Hearing Officer Recommendation: The Planning Hearing Officer took this case under advisement on Jan. 16, 2019. On Feb. 8, 2019 the Planning Hearing Officer took this case out from under advisement and recommended denial as filed and approval with modifications and additional stipulations.

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.



**Attachment A- Stipulations- PHO-1-18\_Z-96-06-7**

**Location:** Southwest corner of 59th Avenue and Southern Avenue

**Stipulations:**

General	
1.	<del>That</del> THE development shall be in general conformance with the site plan date stamped <del>August 15, 2006</del> JANUARY 15, 2019 as modified by the following stipulations and as approved by the PLANNING AND Development Services Department, WITH SPECIFIC REGARD TO THE FOLLOWING:
A.	THE MAXIMUM RESIDENTIAL BUILDING HEIGHT SHALL BE 2 STORIES AND 30 FEET ADJACENT TO 59TH AVENUE AND SOUTHERN AVENUE.
B.	THE R-3A PORTION OF THE SITE SHALL NOT EXCEED 20.8 DWELLING UNITS PER GROSS ACRE AND THE ENTIRE RESIDENTIAL DEVELOPMENT SHALL NOT EXCEED 18 DWELLING UNITS PER GROSS ACRE COMBINED.
C.	THE ENTIRE RESIDENTIAL DEVELOPMENT SHALL PROVIDE A MINIMUM 28% COMMON AREA COMBINED, OF WHICH A MINIMUM 10% SHALL BE ACTIVE OPEN SPACE.
D.	ALL DRIVEWAYS SHALL BE FULL MOVEMENT WHERE FEASIBLE AND AS APPROVED BY THE STREET TRANSPORTATION DEPARTMENT.
E.	THE RESIDENTIAL COMMUNITIES SHALL BE GATED.
2.	<del>That</del> e CONCEPTUAL Elevations shall be REVIEWED AND APPROVED BY <del>submitted to the Planning Department for</del> Planning Hearing Officer review and approval through the public hearing process FOR STIPULATION MODIFICATION prior to <del>Development Services Department preliminary</del> FINAL 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.
A.	ALL ELEVATIONS OF THE BUILDING SHALL CONTAIN ARCHITECTURAL EMBELLISHMENTS AND DETAILING SUCH AS TEXTURAL CHANGES, PILASTERS, OFFSETS, RECESSES, VARIATION IN WINDOW SIZE AND LOCATION, AND/OR OTHER OVERHANG CANOPIES.
B.	ALL ELEVATIONS OF THE BUILDING SHALL INCLUDE A MINIMUM OF THREE FINISHING MATERIALS.
C.	BUILDINGS SHALL INCLUDE PITCHED, HIPPED, GABLE, OR SIMILAR ROOF ELEMENTS OR FACADES.

3.	<del>That a 50-</del> A MINIMUM 30-foot landscaped setback shall be provided ALONG adjacent to the site's eastern property line, as approved by the PLANNING AND Development Services Department.
4.	SIDEWALKS ALONG 59TH AVENUE AND SOUTHERN AVENUE SHALL BE DETACHED WITH A MINIMUM FIVE FOOT WIDE LANDSCAPED STRIP LOCATED BETWEEN THE SIDEWALK AND BACK OF CURB AND SHALL INCLUDE A MINIMUM 50% TWO INCH CALIPER AND 50% THREE INCH CALIPER SHADE TREES PLANTED A MINIMUM OF 20 FEET ON CENTER OR EQUIVALENT GROUPINGS ALONG BOTH SIDES OF THE SIDEWALK, AS APPROVED BY THE PLANNING AND DEVELOPMENT DEPARTMENT.
5.	PERIMETER FENCING ALONG 59TH AVENUE AND SOUTHERN AVENUE SHALL CONSIST OF A MINIMUM 60% OPEN VIEW FENCING, AS APPROVED BY THE PLANNING AND DEVELOPMENT DEPARTMENT.
6.	PEDESTRIAN ACCESS GATES SHALL BE INSTALLED TO PROVIDE CONNECTIVITY TO THE SHARED USE PATH ADJACENT TO THE LOOP 202 FRONTAGE AND THE MARICOPA COMMUNITY COLLEGE PROPERTY TO THE SOUTH AND AT ALL VEHICULAR ACCESS POINTS, AS APPROVED OR MODIFIED BY THE PLANNING AND DEVELOPMENT DEPARTMENT.
Disclosures	
7. 4.	<del>That p</del> Prior to final site plan approval, the property owner shall record documents that disclose to tenants of the site or purchasers of property within the site, the existence, proximity and operational characteristic of a regional freeway, active agricultural uses, non-domesticated animal keeping, a golf course, and industrial activities. 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.
8. 5.	<del>That t</del> The property owner shall record documents that disclose the existence and operational characteristics of Phoenix 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.
Archaeology	
9. 6.	<del>That t</del> The developer shall complete an archaeological survey of the site; the survey shall be submitted to, and approved by, the City Archaeologist prior to any construction related ground disturbance of the site.
10. 7.	<del>That a</del> All construction related ground disturbance within AZ T: 12:90 (ASM) or within 250 feet of AZ T: 12:90 (ASM), AZ T: 12:205 (ASM), and AZ T: 12:221 (ASM) shall be tested and monitored for archaeological resources, as approved by the City Archaeologist.

Parks and Recreation	
11. 8.	<del>That</del> The developer shall dedicate a 30-foot public shared use path easement and construct a 10-foot concrete shared use path adjacent to the Loop 202 frontage, the easement shall be landscaped with a mix of 2 and 3-inch caliper trees and appropriate ground cover, as approved by the PLANNING AND Development Services Department. However, the trail may be located on the west side of the Loop 202 frontage between Southern Avenue and Vineyard Road if a dedicated, publicly accessible route (e.g. underpass) acceptable to the City is provided between the west and east side of the Loop 202, this route must be located between Southern Avenue and Vineyard Road.
12.	THE DEVELOPER SHALL DEDICATE A 30-FOOT WIDE MULTI-USE TRAIL EASEMENT (MUTE) ALONG THE SOUTH SIDE OF SOUTHERN AVENUE AND CONSTRUCT A MINIMUM 10-FOOT WIDE MULTI-USE TRAIL (MUT) WITHIN THE EASEMENT, IN ACCORDANCE WITH THE MAG SUPPLEMENTAL DETAIL AS APPROVED OR MODIFIED BY THE PARKS AND RECREATION AND PLANNING AND DEVELOPMENT DEPARTMENTS.
Transit	
13. 9.	<del>That the developer shall construct P1262 transit pad and dedicate related right-of-way for eastbound Southern Avenue located on the far side of the proposed collector loop, as approved by the Public Transit Department.</del>  THE DEVELOPER SHALL DEDICATE RIGHT OF WAY AND CONSTRUCT A BUS STOP PAD ALONG EASTBOUND SOUTHERN AVENUE EAST OF THE PROPOSED DRIVEWAY BETWEEN PARCELS B AND C. THE BUS STOP PAD SHALL BE CONSTRUCTED ACCORDING TO CITY OF PHOENIX STANDARD DETAIL P1260 WITH A DEPTH OF AT LEAST 10 FEET. THE BUS STOP PAD SHALL BE SPACED FROM THE INTERSECTION OF SOUTHERN AVENUE AND ANY PROPOSED DRIVEWAY AS PER CITY OF PHOENIX STANDARD DETAIL P1258, AS APPROVED BY THE PUBLIC TRANSIT DEPARTMENT.
14. 10.	<del>That the developer shall construct P1261 transit pad and P1256-2 bus bay and dedicate related right-of-way for southbound 59th Avenue on the far side of Southern Avenue, as approved by the Public Transit Department.</del>  THE DEVELOPER SHALL DEDICATE RIGHT-OF-WAY AND CONSTRUCT A BUS BAY ALONG SOUTHBOUND 59TH AVENUE, SOUTH OF SOUTHERN AVENUE. THE BUS BAY SHALL BE CONSTRUCTED ACCORDING TO CITY OF PHOENIX STANDARD DETAIL P1256. THE ATTACHED BUS STOP PAD SHALL BE CONSTRUCTED ACCORDING TO CITY OF PHOENIX STANDARD DETAIL P1261 WITH A DEPTH OF AT LEAST 10 FEET. THE BUS BAY SHALL BE SPACED FROM THE INTERSECTION OF 59TH AVENUE AND SOUTHERN AVENUE AS PER CITY OF PHOENIX STANDARD DETAIL P1258, AS APPROVED BY THE PUBLIC TRANSIT DEPARTMENT.

15. 41.	<del>That the developer shall construct P1261 transit pad and P1256-2 bus bay and dedicate related right-of-way for southbound 59th Avenue on the far side of the proposed collector loop, as approved by the Public Transit Department.</del>  THE DEVELOPER SHALL DEDICATE RIGHT-OF-WAY AND CONSTRUCT ONE BUS STOP PAD ALONG SOUTHBOUND 59TH AVENUE, SOUTH OF THE PROJECT DRIVEWAY. THE BUS STOP PAD SHALL BE CONSTRUCTED ACCORDING TO CITY OF PHOENIX STANDARD DETAIL P1260 WITH A DEPTH OF AT LEAST 10 FEET. THE BUS STOP PAD SHALL BE SPACED FROM THE INTERSECTION OF 59TH AVENUE AND THE PROJECT DRIVEWAY AS PER CITY OF PHOENIX STANDARD DETAIL P1258, AS APPROVED BY THE PUBLIC TRANSIT DEPARTMENT.
Street Transportation	
16. 42.	<del>That r</del> Right-of-way totaling 55 feet and a sidewalk easement totaling 10 feet shall be dedicated for the south half of Southern Avenue, as approved by the PLANNING AND Development Services Department.
17. 43.	<del>That r</del> Right-of-way totaling 50 feet and a sidewalk easement totaling 10 feet shall be dedicated for the west half of 59th Avenue, as approved by the PLANNING AND Development Services Department.
18. 44.	<del>That a</del> A 21-foot by 21-foot right-of-way triangle shall be dedicated at the southwest corner of 59th Avenue and Southern Avenue, as approved by the PLANNING AND Development Services Department.
19. 45.	<del>That t</del> 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 Services Department. All improvements shall comply with all Americans with Disabilities Act accessibility standards.
20. 46.	<del>That t</del> The applicant shall complete and submit the Developer Project Information Form for the MAG Transportation Improvement Program to the Traffic Engineer II, (602) 262-6193, with the Street Transportation Department. This form is a requirement of the EPA to meet clean air quality requirements.
21. 47.	<del>That t</del> The applicant shall submit a Red Border letter to ADOT for review. This form is a requirement of ADOT for all projects within 1/2 mile of any freeway, proposed or existing. Contact Right-of-Way Agent III (Louis J. Malloque), ADOT, 205 South 17th Avenue, Mail Drop 612E, Phoenix, AZ 85007, PH: (602) 712-8755, E-mail: <a href="mailto:lmalloque@azdot.gov">lmalloque@azdot.gov</a> for additional information.
18.	<del>That development of the site shall not exceed 10.74 dwelling units per acre, as approved by the PLANNING AND Development Services Department.</del>
19.	<del>That a minimum of 15 percent of Parcel D shall be open space, as approved by the PLANNING AND Development Services Department.</del>

20.	<del>That for each phase of development, a conceptual lighting plan, conceptual signage plan, and conceptual landscaping plan shall be submitted to the Planning Department for Planning Hearing Officer review and approval through the public hearing process prior to Development Services Department preliminary site plan approval.</del>
22. <del>20.</del>	PRIOR TO PRELIMINARY SITE PLAN APPROVAL, THE LANDOWNER SHALL EXECUTE A PROPOSITION 207 WAIVER OF CLAIMS IN A FORM APPROVED BY THE CITY ATTORNEY'S OFFICE. 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.
23. <del>20.</del>	THE DEVELOPER SHALL NOTIFY THE FOLLOWING INDIVIDUALS AT A MINIMUM 15 CALENDAR DAYS PRIOR TO ANY PLANNING HEARING OFFICER REQUEST TO MODIFY OR DELETE STIPULATIONS OR REZONING ACTION. THE NOTICE SHALL INCLUDE THE DATE, TIME, AND LOCATION OF THE HEARING.
A.	PHIL HERTEL 2845 W BROADWAY RD PHOENIX, AZ 85041
B.	JON KIMOTO 3216 W ANSELL RD LAVEEN, AZ 85339
C.	SANDY HAMILTON 5218 W MAGDALENA LN LAVEEN, AZ 85339



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**Modification of Stipulation Request for Ratification of Jan. 16, 2019 Planning Hearing Officer Action - Z-142-06-7**

Request to authorize the City Manager, or his designee, to approve Planning Hearing Officer's recommendation without further hearing by the City Council on matters heard by the Planning Hearing Officer on Jan. 16, 2019. This ratification requires formal action only.

**Summary**

Application: PHO-1-18--Z-142-06-7

Existing Zoning: S-1 (Approved C-2 HGT/WVR)

Acreage: 7.56

Applicant: Terry Klinger - Rexco LLC

Owner: Terry Klinger - Rexco LLC

Representative: Alan Beaudoin - Norris Design

Proposal:

1. Modification of Stipulation 1 regarding general conformance to the site plan date stamped Oct. 16, 2006.
2. Deletion of Stipulation 2 regarding general conformance to elevations dated Oct. 16, 2006.
3. Deletion of Stipulation 3 regarding site plan approval concerning South Mountain Freeway interchange completion.
4. Deletion of Stipulation 4 regarding conceptual lighting, signage and landscape plans.
5. Deletion of Stipulation 5 regarding walls and fences.
6. Deletion of Stipulation 6 regarding minimum of 75 percent of roof surface materials be Energy Star compliant.
7. Deletion of Stipulation 7 regarding that all landscaped areas adjacent to office buildings contain large fast growing shade trees.
8. Technical correction to Stipulation 8.

**Location**

General Location: Southwest corner of 59th Avenue and Southern Avenue.

Council District: 7

Parcel Address: N/A

**Concurrence**

Village Planning Committee (VPC) Recommendation: The Laveen Village Planning Committee heard this case on Jan. 14, 2019 and recommended approval by a 9-0 vote.

Planning Hearing Officer Recommendation: The Planning Hearing Officer took this case under advisement on Jan. 16, 2019. On Feb. 8, 2019 the Planning Hearing Officer took this case out from under advisement and recommended denial as filed and approval with modifications and additional stipulations.

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.

**Attachment A- Stipulations- PHO-1-18\_Z-142-06-7**

**Location:** Southwest corner of 59th Avenue and Southern Avenue

**Stipulations:**

GENERAL CONFORMANCE	
1.	<del>That d</del> THE Development shall be in general conformance with the site plan date-stamped <del>October 6, 2006</del> JANUARY 15, 2019 with specific regard to the amount and location of decorative paving and water fountains, as modified by the following stipulations and as approved by the PLANNING AND Development Services Department, WITH SPECIFIC REGARD TO THE FOLLOWING:
A.	THE MAXIMUM RESIDENTIAL BUILDING HEIGHT SHALL BE 2 STORIES AND 30 FEET ADJACENT TO 59TH AVENUE AND SOUTHERN AVENUE.
B.	THE R-3A PORTION OF THE SITE SHALL NOT EXCEED 20.8 DWELLING UNITS PER GROSS ACRE AND THE ENTIRE RESIDENTIAL DEVELOPMENT SHALL NOT EXCEED 18 DWELLING UNITS PER GROSS ACRE COMBINED.
C.	THE ENTIRE RESIDENTIAL DEVELOPMENT SHALL PROVIDE A MINIMUM 28% COMMON AREA COMBINED, OF WHICH A MINIMUM 10% SHALL BE ACTIVE OPEN SPACE.
D.	ALL DRIVEWAYS SHALL BE FULL MOVEMENT WHERE FEASIBLE AND AS APPROVED BY THE STREET TRANSPORTATION DEPARTMENT.
E.	THE RESIDENTIAL COMMUNITIES SHALL BE GATED.
-2.	<del>That development shall be in general conformance with the elevations date-stamped October 6, 2006 as modified by the following stipulations and as approved by the Development Services Department.</del>
-3.	<del>That the preliminary site plan shall not be approved until the planned South Mountain Freeway interchange at Southern Avenue is completed, as approved by the Development Services Department.</del>
PLANNING HEARING OFFICER REVIEW	
-4.	<del>That conceptual lighting, signage, and landscaping plans shall be submitted to the Planning Department for Planning Hearing Officer review and approval through the public hearing process prior to Development Services Department preliminary site plan approval.</del>
DESIGN	



-5.	<del>That walls and fences, other than those required for screening (e.g. trash enclosures and mechanical equipment), shall not exceed a height of three feet, as approved by the Development Services Department.</del>
-6.	<del>That a minimum of 75% (per office building or parking structure) of roof surface materials shall be Energy Star compliant as approved by the Development Services Department.</del>
-7.	<del>That all landscaped areas as shown on the site plan immediately adjacent to office buildings shall contain 3" caliper, large, fast growing shade tree species (such as Evergreen Ash, Evergreen Elm, Chilean Mesquite, or Australian Bottle) planted 20 feet on center as approved by the Development Services Department.</del>
PARKS AND RECREATION	
2. 8.	<del>That t</del> The developer shall dedicate a 30-foot public shared use path easement and construct a 10-foot concrete shared use path adjacent to the east side of the Loop 202 frontage, the easement shall be landscaped with a mix of 2 and 3-inch caliper trees and appropriate ground cover as approved by the PLANNING AND Development Services Department. However, if a trail is established between Southern Avenue and Vineyard Road on the west side of the Loop 202 than the developer shall not be responsible for trail construction or dedication on the east side of the Loop 202.
ARCHAEOLOGY	
3. 9.	<del>That t</del> The developer shall complete an archaeological survey of the site. The survey shall be submitted to, and approved by, the City Archaeologist prior to clearing and grubbing, landscape salvage, or grading.
4. 10.	<del>That t</del> The developer shall conduct archaeological monitoring or testing with AZ T:12:90 (ASM) or within 250 feet of AZ T:12:90 (ASM), AZ T:12:205 (ASM), and AZ T:12:221 (ASM) prior to clearing and grubbing, landscape salvage, or grading as approved by the City Archaeologist.
5. 11.	<del>That, p</del> Prior to preliminary site plan approval, the landowner shall execute a waiver of claims under Proposition 207 in a form approved by the City Attorney's Office. Said waiver shall be recorded with the Maricopa County Recorder's Office and delivered to the City to be included in the application file for the record.



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**Final Plat - Sky Crossing - Parcel 10 - 180106 - West of Black Mountain Parkway and North of Deer Valley Drive**

Plat: 180106

Project: 16-1029

Name of Plat: Sky Crossing - Parcel 10

Owner(s): Cave Buttes Development Partners, LLC

Engineer(s): Hilgart-Wilson

Request: A 100 Lot Single Family Residential Subdivision Plat

Reviewed by Staff: March 8, 2019

Final Plat requires Formal Action Only

**Summary**

Staff requests that the above plat be approved by the City Council and certified by the City Clerk. Recording of the plat dedicates the streets and easements as shown to the public.

**Location**

Generally located west of Black Mountain Parkway and north of Deer Valley Drive.

Council District: 2

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.



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**Final Plat - Park Central Amended - 190001 - North of Catalina Drive and West of Central Avenue**

Plat: 190001  
Project: 18-3411  
Name of Plat: Park Central Amended  
Owner(s): HPPC, LLC  
Engineer(s): Wood, Patel & Associates, Inc.  
Request: A 6 Lot Commercial Plat  
Reviewed by Staff: March 19, 2019  
Final Plat requires Formal Action Only

**Summary**

Staff requests that the above plat be approved by the City Council and certified by the City Clerk. Recording of the plat dedicates the streets and easements as shown to the public.

**Location**

Generally located north of Catalina Drive and west of Central Avenue.  
Council District: 4

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.



**Final Plat - The Corner at Bethany Home & 19th - 180124 - Northeast corner of Bethany Home Road and 19th Avenue**

Plat: 180124  
Project: 18-2664  
Name of Plat: The Corner at Bethany Home & 19th  
Owner(s): 19th & Bethany, LLC  
Engineer(s): LSRS Land Surveying  
Request: A 3 Lot Commercial Plat  
Reviewed by Staff: March 7, 2019  
Final Plat requires Formal Action Only

**Summary**

Staff requests that the above plat be approved by the City Council and certified by the City Clerk. Recording of the plat dedicates the streets and easements as shown to the public.

**Location**

Generally located at the northeast corner of Bethany Home Road and 19th Avenue.  
Council District: 5

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.



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**Final Plat - Re-plat of Goldman Ranch Lots 1-6, 80-84 - 180015 - South of Liberty Lane and North of State Route 202, West and East of 27th Place**

Plat: 180015

Project: 17-772

Name of Plat: Re-plat of Goldman Ranch Lots 1-6, 80-84

Home Owners Primary Contact: James Martin, Metro Property Services

Owners: Brenda & Jeff McQuaid; Robert Jorgenson Living Trust; Maritza Fuentes & Adam Munoz; Kim & James Martin; Luis & Cynthia Albaracin; Diane & Raymond Bukowski; Amy & Guy Brown; Keri Cody; Marsh Phaedrae; Tracy & John Gomes; and Douglas Silver

Engineer(s): Metro/Land Consultants, LLC

Request: An 11-Lot Residential Plat

Reviewed by Staff: Feb. 27, 2019

Final Plat requires Formal Action Only

**Summary**

Staff requests that the above plat be approved by the City Council and certified by the City Clerk. Recording of the plat dedicates the streets and easements as shown to the public.

**Location**

Generally located south of Liberty Lane and North of State Route 202, West and East of 27th Place.

Council District: 6

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.



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**Final Plat - 28th Street Residences - 180143 - Southwest Corner of 28th Street and Oak Street**

Plat: 180143  
Project: 17-2049  
Name of Plat: 28th Street Residences  
Owner(s): Artisan Builders, LLC  
Engineer(s): Arizona Surveyors, Inc.  
Request: A 1 Lot Commercial Plat  
Reviewed by Staff: March 5, 2019  
Final Plat requires Formal Action Only

**Summary**

Staff requests that the above plat be approved by the City Council and certified by the City Clerk. Recording of the plat dedicates the streets and easements as shown to the public.

**Location**

Generally located at the southwest corner of 28th Street and Oak Street.  
Council District: 8

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.



**Abandonment of Right-of-Way - V180069A - Southeast Corner of Cinnabar Avenue and 10th Avenue (Resolution 21728)**

Abandonment: V180069A

Project: 17-1360

Applicant: Kenton Drury

Request: To abandon the alley running east and west, between 9th Avenue and 10th Avenue, in the block bordered by Ironwood Drive to the south, and Cinnabar Avenue to the north. The alley is approximately 281 feet in length and 20 feet in width.

Date of Hearing: Jan. 8, 2019

**Location**

Southeast corner of Cinnabar Avenue and 10th Avenue

Council District: 3

**Financial Impact**

A fee was also collected as part of this abandonment in the amount of \$1,038.60.

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.



**Abandonment of Right-of-Way - V180070A - Southwest Corner of Ironwood Drive and 9th Avenue (Resolution 21729)**

Abandonment: V180070A

Project: 17-1360

Applicant: Kenton Drury

Request: To abandon the 20-foot alley running north to south and east to west, bounded by Ironwood Drive and 9th Avenue and Mountain View Road.

Date of Hearing: Jan. 8, 2019

**Location**

Southwest corner of Ironwood Drive and 9th Avenue

Council District: 3

**Financial Impact**

A fee was also collected as part of this abandonment in the amount of \$1,379.

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.





**Abandonment of Right-of-Way - V180048A - 915 E. Missouri Ave. (Resolution 21727)**

Abandonment: V180048A

Project: 17-1693

Applicant: RFK Taekwood, Limited Liability Company

Request: To abandon the 8 foot wide alleyway directly east and south of parcel addressed 915 E. Missouri Ave. and the 10-foot right-of-way along the entire North parcel; along Missouri Avenue.

Date of Hearing: Aug. 28, 2018

**Location**

915 E. Missouri Ave.

Council District: 6

**Financial Impact**

A fee was also collected as part of this abandonment in the amount of \$893.50.

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.



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**Abandonment of Easement - V180054A - 6300 N. Central Ave. (Resolution 21725)**

Abandonment: V180054A

Project: 99-426

Applicant(s): All Saints' Episcopal Day School

Request: To abandon 20-foot public utility easement on parcel 161-26-092. The East 425.66 feet of the public utility easement over Lot 1 of the final plat for "All Saints' Episcopal Church and Day School," recorded as book 1192, page 41, of the Maricopa County Recorder.

Date of Decision: Dec. 6, 2018

**Location**

6300 N. Central Ave.

Council District: 6

**Financial Impact**

Pursuant to Phoenix City Code Art. 5, Sec. 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 Mario Paniagua and the Planning and Development Department.



**Abandonment of Easement - V180055A - 1809 W. Southern Ave. (Resolution 21726)**

Abandonment: V180055A

Project: 04-1624

Applicant: SimonCRE Torreon V, LLC.

Request: To abandon existing drainage easement that is located at 1809 W. Southern Ave., described in Book 131, Page 23 in Maricopa County Records, shown on lot 4.

Date of Decision: Oct. 16, 2018

**Location**

1809 W. Southern Ave.

Council District: 7

**Financial Impact**

Pursuant to Phoenix City Code Art. 5, Sec. 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 Mario Paniagua and the Planning and Development Department.



**Abandonment of Easement - V180077A - 100 N. 61st Ave. (Resolution 21730)**

Abandonment: V180077A

Project: 16-2490

Applicant(s): Blake Kelley - Prologis

Request: To abandon portions of drainage easements on parcel identified as APN 104-05-008N, per Final Plat for "West Washington DC 1 Land."

Date of Decision/Hearing: Feb. 11, 2019

**Location**

100 N. 61st Ave.

Council District: 7

**Financial Impact**

Pursuant to Phoenix City Code Art. 5, Sec. 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 Mario Paniagua and the Planning and Development Department.



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**PCD Major Amendment - Rezoning Application Z-275-Y-80-6 - Northwest Corner of 32nd Street and Amber Ridge Way**

Request to approve Rezoning Application Z-275-Y-80-6 to allow C-2 commercial uses in the existing PCD at the northwest corner of 32nd Street and Amber Ridge Way. This item requires formal action.

**Summary**

Current Zoning: C-1 PCD  
Proposed Zoning: C-2 PCD  
Acreage: 2.90  
Proposed Use: Commercial uses

Owner: Pecos Vacant Land, LLC, et al.  
Applicant: Kathy Sponsel - Studio Elevate, PLLC  
Representative: MPB Realty Services

Staff Recommendation: Approval, subject to stipulations.  
VPC Action: The Ahwatukee Foothills Village Planning Committee heard this case on Feb. 25, 2019 and recommended approval, per the staff recommendation by a 12-0 vote.  
PC Action: The Planning Commission heard this case on March 7, 2019 and recommended approval, per the Ahwatukee Foothills Village Planning Committee recommendation with an additional stipulation by a 7-0 vote.

**Location**

Northwest corner of 32nd Street and Amber Ridge Way.  
Council District: 6  
Parcel Addresses: 3145, 3149, and 3173 E. Chandler Blvd.

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.

**ATTACHMENT A**  
Mountain Park Ranch Planned Community District

Z-275-Y-80-6

Planning Commission Approved Stipulations from March 7, 2019

1. The development shall be in general conformance with the site plan date stamped December 14, 2018, as modified by the following stipulations and approved by the Planning and Development Department.
2. All development on the site shall be limited to a maximum building height of 18 feet.
3. 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.
4. 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.
5. 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.
6. Prior to preliminary site plan approval, the landowner shall execute a Proposition 207 Waiver of Claims in a form approved by the City Attorney's Office. 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 (2 Pages)

EXHIBIT A

LEGAL DESCRIPTION FOR Z-275-Y-80-6

A parcel of land located in a portion of the Northeast quarter of Section 35, Township 1 South, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Northeast corner of Section 35, shown on the "Map of Dedication for Ray Road/Chandler Boulevard Loop" recorded in Book 303 of Maps, page 22, Maricopa County Records;

THENCE South 0 degrees 30 minutes 54 seconds East, 173.31 feet along the East line of said Section 35;

THENCE South 89 degrees 29 minutes 06 seconds West, 55.00 feet to a point on the Westerly right of way line of 32nd Street as shown on said Map of Dedication for Ray Road/Chandler Boulevard Loop;

THENCE South 0 degrees 30 minutes 54 seconds East, 257.00 feet along said Westerly right of way line;

THENCE South 89 degrees 29 minutes 06 seconds West, 17.00 feet to the beginning of a curve concave Southeast, having a radius of 218.58 feet;

THENCE Southwesterly 53.01 feet along the arc of said curve through a central angle of 13 degrees 53 minutes 47 seconds to the POINT OF BEGINNING;

THENCE on a non-tangent line, North 32 degrees 26 minutes 04 seconds West, 26.96 feet;

THENCE North 23 degrees 40 minutes 35 seconds West, 86.65 feet;

THENCE North 55 degrees 08 minutes 38 seconds East, 28.26 feet;

THENCE South 89 degrees 29 minutes 06 seconds West, 40.09 feet;

THENCE North 34 degrees 51 minutes 22 seconds West, 168.60 feet;

THENCE North 0 degrees 41 minutes 55 seconds West, 123.09 feet to a point on the Southerly right of way line of Chandler Boulevard as shown on said Map of Dedication for Ray Road/Chandler Boulevard Loop;

THENCE South 89 degrees 18 minutes 05 seconds West, 121.24 feet along said Southerly right of way line to the beginning of a curve, concave Southerly, having a radius of 1720.37 feet;

THENCE Westerly 149.72 feet along the arc of said curve and Southerly right of way line through a central angle of 4 degrees 59 minutes 11 seconds;

THENCE on a non-tangent line South 12 degrees 16 minutes 43 seconds East, 324.48 feet;

THENCE North 89 degrees 18 minutes 05 seconds East, 193.59 feet;

THENCE North 86 degrees 26 minutes 20 seconds East, 45.06 feet;

THENCE North 89 degrees 18 minutes 06 seconds East, 55.74 feet;

THENCE South 24 degrees 58 minutes 53 seconds East, 79.29 feet to the beginning of a non-tangent curve, concave Southeast, from which the radius point bears South 24 degrees 58 minutes 53 seconds East a distance of 218.58 feet;

THENCE Northeasterly 40.32 feet along the arc of said curve through a central angle of 10 degrees 34 minutes 12 seconds to the POINT OF BEGINNING.

That portion of the northeast quarter of section 35, township 1 south, range 3 east, of the Gila and Salt River base meridian, Maricopa County, Arizona, described as follows: Commencing at the northeast corner of said section 35, shown on the "map of dedication for ray road/chandler boulevard loop", recorded in book 303 of maps, page 22, records of Maricopa County, Arizona;

Thence south 0 degrees 30 minutes 54 sections east, 173.31 feet along the east line of said section 35;

Thence south 89 degrees 29 minutes 06 seconds west, 55.00 feet to a point on the westerly right-of-way line of 32nd street as shown on said map of dedication for ray road/chandler boulevard loop;

Thence south 0 degrees 30 minutes 54 seconds east, 144.91 feet along said westerly right-of-way line to the point of beginning;

Thence continue south 0 degrees 30 minutes 54 seconds east, 112.09 feet along said westerly right-of-way line;

Thence south 89 degrees 29 minutes 06 seconds west, 17.00 feet to the beginning of a curve, concave southeast, having a radius of 218.58 feet;

Thence southwesterly 53.01 feet along the arc of said curve through a central angle of 13 degrees 53 minutes 47 seconds;

Thence on a non-tangent line north 32 degrees 26 minutes 04 seconds east, 26.96 feet;

Thence north 23 degrees 40 minutes 35 seconds west, 86.65 feet;

Thence north 55 degrees 08 minutes 38 seconds east, 28.26 feet;

Thence north 89 degrees 29 minutes 06 seconds east, 94.50 feet to the point of beginning.





**Amend City Code - Ordinance Adoption - Rezoning Application Z-22-16-2 - Approximately 365 Feet East of the Southeast Corner of 25th Place and Rose Garden Lane (Ordinance G-6575)**

Request to amend the Phoenix Zoning Ordinance, Section 601, the Zoning Map of the City of Phoenix, by adopting Rezoning Application Z-22-16-2 and rezone the site from RE-35 (Approved RE-35 SP) and RE-35 SP to PUD for an equine therapeutic riding center.

**Summary**

Current Zoning: RE-35 (Approved RE-35 SP) and RE-35 SP

Proposed Zoning: PUD

Acreage: 5.02

Proposed Use: Equine therapeutic riding center

Owner: Horses Help, Inc.

Applicant: Gregg Goodman

Representative: Gregg Goodman

Staff Recommendation: Approval, subject to stipulations.

VPC Action: The Paradise Valley Village Planning Committee heard this case on Feb. 4, 2019 and recommended approval, per the staff recommendation by a 14-0 vote.

PC Action: The Planning Commission heard this case on March 7, 2019 and recommended approval, per the Paradise Valley Village Planning Committee recommendation with an additional stipulation by a 7-0 vote.

**Location**

Approximately 365 feet east of the southeast corner of 25th Place and Rose Garden Lane.

Council District: 2

Parcel Addresses: 2601 and 2615 E. Rose Garden Lane

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.

**ATTACHMENT A**

**THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL,  
ADOPTED ORDINANCE**

ORDINANCE G-

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP ADOPTED PURSUANT TO SECTION 601 OF THE CITY OF PHOENIX ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE PARCEL DESCRIBED HEREIN (CASE Z-22-16-2) FROM RE-35 SP (SINGLE-FAMILY RESIDENCE DISTRICT SPECIAL PERMIT) AND RE-35, APPROVED RE-35 SP (SINGLE-FAMILY RESIDENCE DISTRICT, APPROVED SINGLE-FAMILY RESIDENCE DISTRICT, SPECIAL PERMIT) TO PUD (PLANNED UNIT DEVELOPMENT).

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The zoning of a 5.02-acre property located approximately 365 feet east of the southeast corner of 25th Place and Rose Garden Lane in a portion of Section 23, Township 4 North, Range 3 East, as described more specifically in Exhibit "A", is hereby changed from 5.01 acres of RE-35 SP (Single-Family Residence District, Special Permit) and 0.01-acres of RE-35, Approved RE-35 SP (Single-Family Residence District, Approved Single-Family Residence District, Special Permit) 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 Horses Help 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 December 10, 2018 as modified by the following stipulations.
  - a. Update acreage throughout document to 5.02 acres.
2. 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.
3. Prior to preliminary site plan approval, the landowner shall execute a Proposition 207 waiver of claims in a form approved by the City Attorney's Office. The waiver shall be recorded with the Maricopa County Recorder's Office and delivered to the City to be included in the rezoning application file for record.

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

PASSED by the Council of the City of Phoenix this 3rd day of April, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_ City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_ City Attorney

REVIEWED BY:

\_\_\_\_\_ City Manager

- Exhibits:  
A – Legal Description (1 Page)  
B – Ordinance Location Map (1 Page)

DRAFT

EXHIBIT A

LEGAL DESCRIPTION FOR Z-22-16-2

LOT 14, MOHAWK PARK, ACCORDING TO BOOK 58 OF MAPS, PAGE 48, AND BEING LOCATION IN A PORTION OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

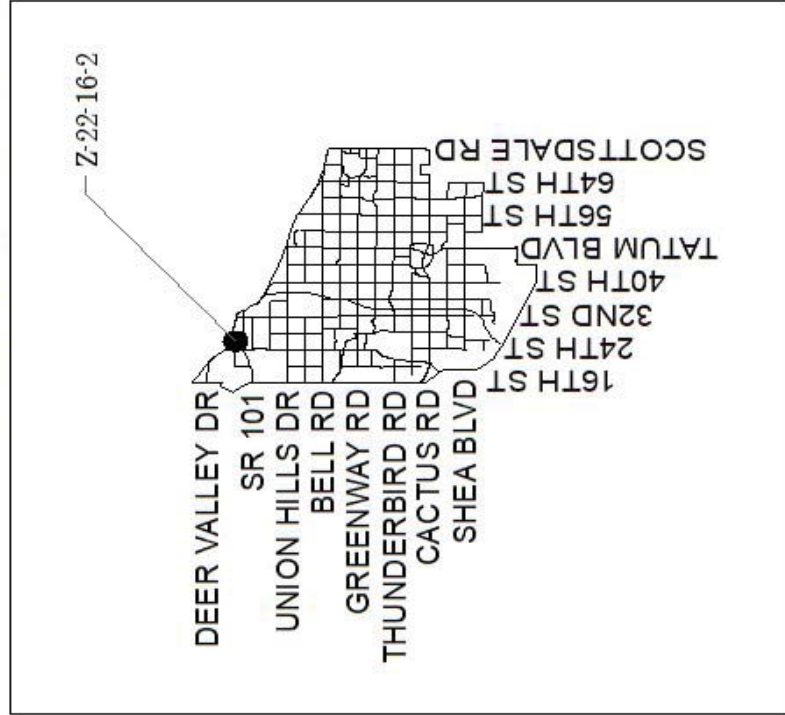
DRAFT

**EXHIBIT B**

**ORDINANCE LOCATION MAP**

Zoning Case Number: Z 22 16 2  
Zoning Overlay: N/A  
Planning Village: Paradise Valley

ZONING SUBJECT TO STIPULATIONS: \*  
SUBJECT AREA: - - - - -



NOT TO SCALE



Drawn Date: 3/4/2019



**Amend City Code - Ordinance Adoption - Rezoning Application Z-78-18-2 - Approximately 100 Feet North of the Northwest Corner of 7th Avenue and Anderson Drive (Ordinance G-6576)**

Request to amend the Phoenix Zoning Ordinance, Section 601, the Zoning Map of the City of Phoenix, by adopting Rezoning Application Z-78-18-2 and rezone the site from R1-8 to R-2 for multifamily (townhomes).

**Summary**

Current Zoning: R1-8

Proposed Zoning: R-2

Acreage: 0.95

Proposed Use: Multifamily (townhomes)

Owner: MAI Developers, LLC

Applicant: MAI Developers, LLC

Representative: Kenyon Architectural Studio

Staff Recommendation: Approval, subject to stipulations.

VPC Action: The Deer Valley Village Planning Committee heard this case on Feb. 21, 2019 and recommended approval, per the staff recommendation with an additional stipulation by an 8-0 vote.

PC Action: The Planning Commission heard this case on March 7, 2019 and recommended approval, per the Deer Valley Village Planning Committee with an additional stipulation by a 7-0 vote.

**Location**

Approximately 100 feet north of the northwest corner of 7th Avenue and Anderson Drive.

Council District: 2

Parcel Addresses: 17400 N. 7th Ave.

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.

**ATTACHMENT A**

**THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL,  
ADOPTED ORDINANCE**

ORDINANCE G-

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP ADOPTED PURSUANT TO SECTION 601 OF THE CITY OF PHOENIX ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE PARCEL DESCRIBED HEREIN (CASE Z-78-18-2) FROM R1-8 (SINGLE-FAMILY RESIDENCE DISTRICT) TO R-2 (MULTIFAMILY RESIDENCE DISTRICT).

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The zoning of a 0.95 acre property located approximately 100 feet north of the northwest corner of 7th Avenue and Anderson Drive in a portion of Section 31, Township 4 North, Range 3 East, as described more specifically in Exhibit "A", is hereby changed from R1-8 (Single-Family Residence District) to R-2 (Multifamily Residence 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".

SECTION 3. Due to the site's specific physical conditions and the use district applied for by the applicant, this rezoning is subject to the following stipulations,



violation of which shall be treated in the same manner as a violation of the City of Phoenix Zoning Ordinance:

1. The development shall not exceed 9 units.
2. Perimeter fences or walls adjacent to the wash shall be view fencing. Any solid portion of the wall shall not exceed 4 feet in height, as approved by the Planning and Development Department.
3. Drought tolerant, 3-inch caliper trees 20 feet on center or in equivalent groupings shall be provided in the required landscape setback along 7th Avenue, as approved by the Planning and Development Department.
4. All dwelling units shall have covered porches, which face the front, and are a minimum of 60 square feet in area with a depth of at least 6 feet, as approved by the Planning and Development Department.
5. There shall be no second floor balconies adjacent to the southern property boundary, as approved by the Planning and Development Department.
6. The right-of-way shall be dedicated and a bus bay (per City of Phoenix Standard Detail #P1260) constructed at the intersection of 7th Avenue and project driveway (per City of Phoenix Standard Detail P1258), as approved by the Planning and Development Department.
7. 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.
8. The property owner shall record documents that disclose the existence, and operational characteristics of Deer Valley 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.
9. The applicant, or its successor, shall prepare the appropriate FEMA documentation necessary to obtain a Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) at time of plan submittal as approved by the Planning and Development Department.
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 developer shall install two additional Ficus Nitida trees in the south landscape setback abutting the single-family subdivision.
12. Prior to preliminary site plan approval, the landowner shall execute a Proposition 207 Waiver of Claims in a form approved by the City Attorney's Office. The Waiver shall be recorded with the Maricopa County Recorder's Office and delivered to the City to be included in the rezoning application file for record.

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

PASSED by the Council of the City of Phoenix this 3rd day of April, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager

Exhibits:

- A – Legal Description (2 Pages)
- B – Ordinance Location Map (1 Page)

EXHIBIT A

LEGAL DESCRIPTION FOR Z-78-18-2

LEGAL DESCRIPTION OF THE PROPERTY

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 31;

THENCE SOUTH 89 DEGREES 39 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY LINE OF SECTION 31 AND THE CENTERLINE OF BELL ROAD A DISTANCE OF 372.50 FEET TO A POINT;

THENCE NORTH 00 DEGREES 03 MINUTES 00 SECONDS WEST PARALLEL TO AND 372.50 FEET DISTANT FROM THE EAST LINE OF SECTION 31 AND THE CENTERLINE OF 7TH AVENUE IT DISTANCE OF 75.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF BELL ROAD, SAID POINT BEING TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 03 MINUTES 00 SECONDS WEST A DISTANCE OF 851.05 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, FROM WHICH THE RADIUS POINT BEARS NORTH 89 DEGREES 57 MINUTES 00 SECONDS EAST A DISTANCE OF 415.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 60 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 434.59 FEET TO A POINT OF TANGENCY;

THENCE NORTH 59 DEGREES 57 MINUTES 00 SECONDS EAST A DISTANCE OF 127.01 FEET TO POINT ON THE WESTERLY RIGHT OF WAY OF 7TH AVENUE;

THENCE SOUTH 00 DEGREES 03 MINUTES 00 SECONDS EAST ALONG SAID RIGHT OF WAY PARALLEL TO AND 55.00 FEET DISTANT FROM THE EASTERLY LINE OF SECTION 31, A DISTANCE OF 1272.29 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF BELL ROAD;

THENCE SOUTH 89 DEGREES 39 MINUTES 00 SECONDS ALONG SAID RIGHT OF WAY PARALLEL TO AND 75.00 FEET DISTANCE FROM THE SOUTHERLY LINE OF SECTION 31 A DISTANCE OF 317.50 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PARCEL OF LAND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND

MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 31;

THENCE SOUTH 89 DEGREES 39 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY LINE OF SECTION 31 AND THE CENTERLINE OF BELL ROAD A DISTANCE OF 372.50 FEET TO A POINT;

THENCE NORTH 00 DEGREES 03 MINUTES 00 SECONDS WEST PARALLEL TO AND 372.50 FEET DISTANT FROM THE EAST LINE OF SECTION 31 AND THE CENTERLINE OF 7TH AVENUE A DISTANCE OF 75.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF BELL ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 03 MINUTES 00 SECONDS WEST A DISTANCE OF 525.00 FEET TO A POINT;

THENCE NORTH 89 DEGREES 39 MINUTES 00 SECONDS EAST A DISTANCE OF 317.50 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF 7TH AVENUE 55.00 FEET DISTANT FROM THE EAST LINE OF SECTION 31;

THENCE SOUTH 00 DEGREES 03 MINUTES 00 SECONDS EAST ALONG SAID RIGHT OF WAY PARALLEL TO AND 55.00 FEET DISTANT FROM THE EAST LINE OF SECTION 31 A DISTANCE OF 525.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF BELL ROAD;

THENCE SOUTH 89 DEGREES 39 MINUTES 00 SECONDS WEST ALONG SAID RIGHT OF WAY PARALLEL TO AND 75.00 FEET DISTANT FROM THE SOUTH LINE OF SECTION 31 A DISTANCE OF 317.50 FEET TO THE TRUE POINT OF BEGINNING; AND

EXCEPT ANY PORTION LYING WITHIN THE FINAL PLAT FOR ALCOVE ON 7TH AVENUE, ACCORDING TO THE PLAT OF RECORDED IN THE OFFICE OF THE COUNTY RECORDER RECORDED IN BOOK 896 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA.

TOGETHER WITH:

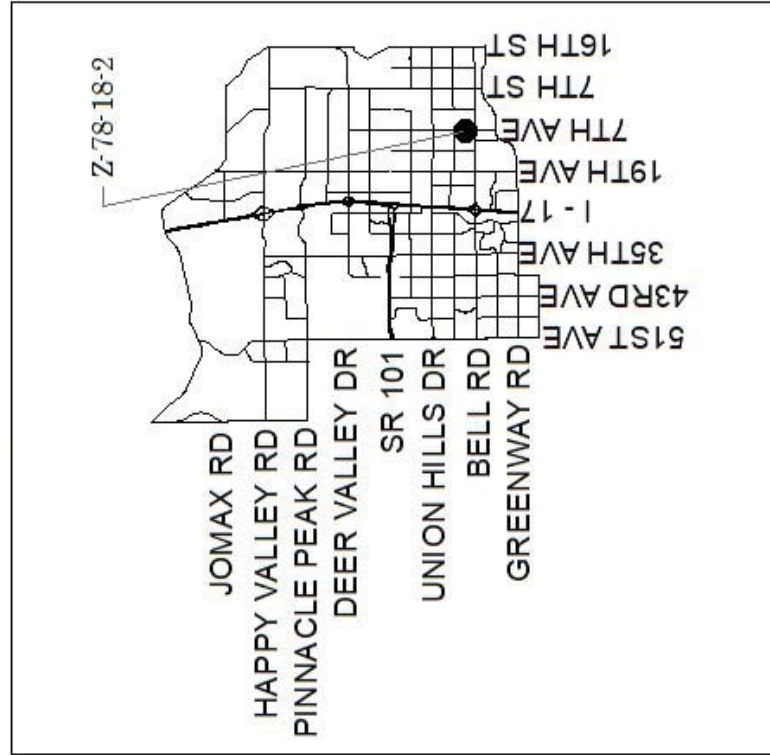
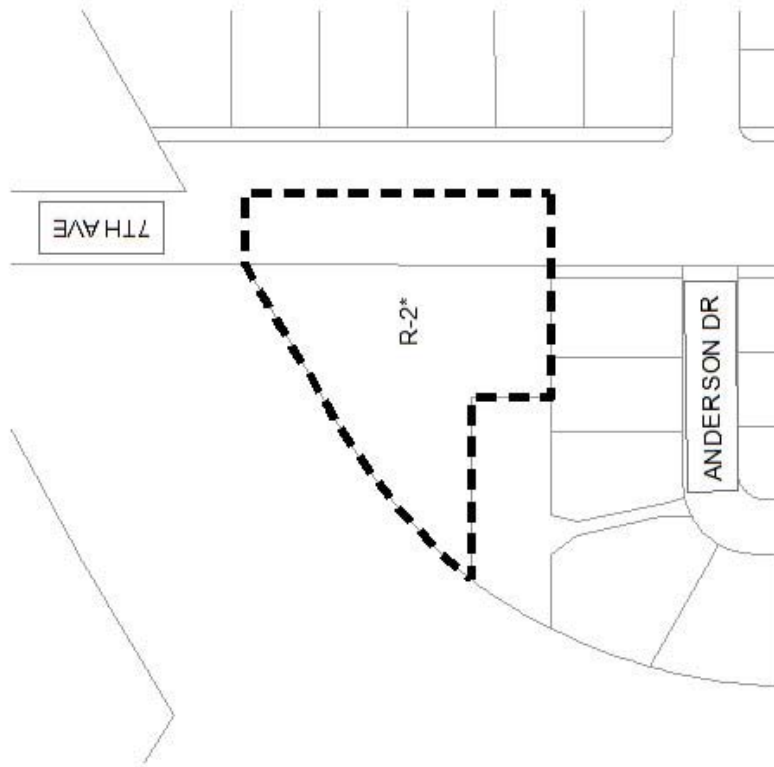
THAT PORTION OF TRACT "B" ALCOVE AS RECORDED IN WARRANTY DEED 2016- MARICOPA COUNTY RECORDS, MARICOPA COUNTY, ARIZONA.

**EXHIBIT B**

**ORDINANCE LOCATION MAP**

Zoning Case Number: Z 78 18 2  
Zoning Overlay: N/A  
Planning Village: Deer Valley

ZONING SUBJECT TO STIPULATIONS: \*  
SUBJECT AREA: - - - - -



NOT TO SCALE



Drawn Date: 3/5/2019



**\*\*\*REQUEST TO WITHDRAW (SEE ATTACHED MEMO)\*\*\* Amend City Code - Ordinance Adoption - Rezoning Application Z-87-18-4 - Southeast Corner of Central Avenue and Indianola Avenue (Ordinance G-6579)**

Request to amend the Phoenix Zoning Ordinance, Section 601, the Zoning Map of the City of Phoenix, by adopting Rezoning Application Z-87-18-4 and rezone the site from C-2 TOD-1 and C-3 TOD-1 to WU Code T5:6 MT to allow multifamily residential.

**Summary**

Current Zoning: C-3 TOD-1 and C-2 TOD-1

Proposed Zoning: WU Code T5:6 MT

Acreage: 3.70

Proposed Use: Multifamily residential

Owner: MAC Property, LTD

Applicant: Jason Morris - Withey Morris, PLC

Representative: Jason Morris - Withey Morris, PLC

Staff Recommendation: Approval, subject to stipulations.

VPC Action: The Encanto Village Planning Committee heard this case on Feb. 4, 2019 and recommended approval, per the staff recommendation with an additional stipulation by an 8-1 vote.

PC Action: The Planning Commission heard this case on March 7, 2019 and recommended approval, per the Encanto Village Planning Committee recommendation and the staff memo dated March 7, 2019 by a 7-0 vote.

**Location**

Southeast corner of Central Avenue and Indianola Avenue.

Council District: 4

Parcel Address: 5, 7, 9, 11, 15, 17, and 18 E. Indianola Ave.; and 3815, 3825, and 3833 N. Central Ave.

**Responsible Department**


This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.



**City of Phoenix**  
PLANNING & DEVELOPMENT DEPARTMENT

**To:** Mario Paniagua  
Deputy City Manager

**Date:** March 28, 2019

**From:** Alan Stephenson   
Planning and Development Director

**Subject:** WITHDRAWAL OF ITEM 101 ON THE APRIL 3, 2019 FORMAL AGENDA -  
ORDINANCE ADOPTION OF Z-87-18-4 (G-6579)

Item 101, Rezoning Application Z-87-18-4 and Ordinance G-6579, is a request to rezone 3.70 acres located at the southeast corner of Central Avenue and Indianola Avenue from C-2 TOD-1, C-3 TOD-1 to WU Code T5:6 MT to allow for multifamily residential.

Staff has received correspondence from the owner's representative requesting this item be withdrawn to allow readvertising for a public hearing. This case will come back to City Council on the April 17, 2019 agenda.

Staff concurs with this request for withdrawal.

Attachment

Approved:   
Mario Paniagua, Deputy City Manager 3/28/19  
Date



PHONE: 602-230-0600

FAX: 602-212-1787

2525 E. Arizona Biltmore Circle, Suite A-212, Phoenix, AZ 85016

March 27, 2019

**VIA ELECTRONIC MAIL**

Racelle Escolar  
Phoenix Planning and Development Department  
200 West Washington Street, 2nd Floor  
Phoenix, AZ 85003  
racelle.escolar@phoenix.gov

Re: Z-87-18 – SEC of Central and Indianola Avenues


Dear Ms. Escolar:

This firm represents Trinsic Acquisition Company, LLC regarding its property at the southeast corner of Central Avenue and Indianola Avenue, which is subject of rezoning application Z-87-18. As my office has discussed with you, our client is proposing minor modifications to the site plan that the Planning Commission reviewed on March 7, 2019 when recommending approval of the case. For this reason, we request that the city withdraw Z-87-18 from the April 3, 2019 agenda and place it on the City Council agenda of April 17, 2019 for public hearing.

If you have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

WITHEY MORRIS P.L.C.

By   
Jason B. Morris

JBM/jt



**ATTACHMENT A**

**THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL,  
ADOPTED ORDINANCE**

**ORDINANCE G-**

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP ADOPTED PURSUANT TO SECTION 601 OF THE CITY OF PHOENIX ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE PARCEL DESCRIBED HEREIN (CASE Z-87-18-4) FROM C-2 TOD-1 (INTERMEDIATE COMMERCIAL, INTERIM TRANSIT-ORIENTED ZONING OVERLAY DISTRICT ONE) AND C-3 TOD-1 (GENERAL COMMERCIAL, INTERIM TRANSIT-ORIENTED ZONING OVERLAY DISTRICT ONE) TO WU CODE T5:6 MT (WALKABLE URBAN CODE, TRANSECT 5:6 DISTRICT, TRANSIT MIDTOWN CHARACTER AREA).

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The zoning of a 3.70-acre property located at the southeast corner of Central Avenue and Indianola Avenue in a portion of Section 29, Township 2 North, Range 3 East, as described more specifically in Exhibit "A", is hereby changed from "C-2 TOD-1" (Intermediate Commercial, Interim Transit-Oriented Zoning Overlay District One) and "C-3 TOD-1" (General Commercial, Interim Transit-Oriented Zoning Overlay District One) to "WU Code T5:6 MT" (Walkable Urban Code, Transect 5:6 District, Transit Midtown Character Area).

SECTION 2. The Planning and Development Director is instructed to modify the Zoning Map of the City of Phoenix to reflect this use district classification change as shown in Exhibit "B".

SECTION 3. Due to the site's specific physical conditions and the use district applied for by the applicant, this rezoning is subject to the following stipulations, violation of which shall be treated in the same manner as a violation of the City of Phoenix Zoning Ordinance:

1. The developer shall (re)construct sidewalk and landscape improvements to comply with Section 1312.C.1.c. of the Zoning Ordinance, as approved by the Planning and Development Department.
2. The development shall comply with the Central Avenue Development Standards, as approved by the Planning and Development Department.
3. The development shall provide a minimum 75% shaded pedestrian connection minimum 5-feet in width across the site to connect from Central Avenue to Clarendon Avenue, as approved by the Planning and Development Department. Shade calculations shall be based on the summer solstice at 12:00 p.m.
4. The development shall install, as approved by the Planning and Development Department:
  - a. All required bicycle parking spaces for the multifamily use, per Section 1307.H.6.d. of the Zoning Ordinance, as secured bicycle parking.
  - b. A minimum of 5 inverted-U style bicycle racks for guests, placed near entrances to the building and installed per the requirements of Section 1307.H.4. of the Zoning Ordinance.
5. A 15-foot by 15-foot right-of-way triangle shall be dedicated at the southeast corner of Central Avenue and Indianola Avenue, as approved by the Planning and Development Department.
6. 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.

7. The developer shall record a Notice to Prospective Purchasers of Proximity to Airport in order to disclose the existence and operational characteristics of Phoenix Sky Harbor International Airport (PHX) to future owners or tenants of the property.
8. In the event archaeological materials are encountered during construction, the developer shall immediately cease all ground-disturbing activities within a 33-foot radius of the discovery, notify the City Archaeologist, and allow time for the Archaeology Office to properly assess the materials.
9. The development shall be in general conformance to the site plan date stamped December 4, 2018, as approved by the Planning and Development Department.

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

PASSED by the Council of the City of Phoenix this 3rd day of April, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager

Exhibits:

A – Legal Description (2 Pages)

B – Ordinance Location Map (1 Page)

EXHIBIT A

LEGAL DESCRIPTION FOR Z-87-18-4

**EXHIBIT "A"**  
**AURA MIDTOWN GROSS ACREAGE**

A PORTION OF LOT 6 AND THE ADJACENT RIGHT-OF-WAY OF CENTRAL AVENUE AS SHOWN ON THE FINAL PLAT FOR "T.M. EARNHART'S SUBDIVISION" RECORDED IN BOOK 3 OF MAPS, PAGE 43, MARICOPA COUNTY RECORDS (M.C.R.); LOTS 7-10 AND THE ADJACENT HALF STREET RIGHT-OF-WAY OF INDIANOLA STREET AND CENTRAL AVENUE, AS SHOWN ON THE FINAL PLAT FOR "INDIANOLA PLACE" RECORDED IN BOOK 3, PAGE 69, M.C.R.; LOT 1 AND THE ADJACENT RIGHT-OF-WAY OF INDIANOLA AVENUE AND CLARENDON AVENUE AS SHOWN ON THE FINAL PLAT FOR "MAC PHOENIX" RECORDED IN BOOK 456, PAGE 19 AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 3 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 29, ESTABLISHED FROM REFERENCE MONUMENTS PER DOCUMENT NUMBER 2009-0003295, M.C.R. FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 29, BEING MARKED BY A BRASS CAP IN HANDHOLE, BEARS SOUTH 89 DEGREES 20 MINUTES 31 SECONDS EAST, 2673.53 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 50 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER AND ALSO THE CENTERLINE OF CENTRAL AVENUE, 882.19 FEET TO THE CENTERLINE OF INDIANOLA AVENUE AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WEST LINE, SOUTH 89 DEGREES 21 MINUTES 07 SECONDS EAST, ALONG SAID CENTERLINE, 464.77 FEET TO AN INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 1 AS SHOWN ON SAID "MAC PHOENIX" FINAL PLAT;

THENCE DEPARTING SAID CENTERLINE, SOUTH 00 DEGREES 01 MINUTES 47 SECONDS WEST, ALONG SAID PROLONGATION AND ALSO THE EAST LINE OF SAID LOT 1, 220.15 FEET;

THENCE CONTINUING ALONG SAID EAST LINE, NORTH 89 DEGREES 21 MINUTES 23 SECONDS WEST, 2.20 FEET;

THENCE CONTINUING ALONG SAID EAST LINE AND THE SOUTHERLY PROLONGATION THEREOF, SOUTH 00 DEGREES 03 MINUTES 44 SECONDS WEST, 219.98 FEET TO THE CENTERLINE OF CLARENDON AVENUE AS SHOWN ON SAID FINAL PLAT;

THENCE DEPARTING SAID SOUTHERLY PROLONGATION, NORTH 89 DEGREES 23 MINUTES 03 SECONDS WEST, ALONG SAID CENTERLINE, 140.96 FEET;

THENCE DEPARTING SAID CENTERLINE, NORTH 00 DEGREES 03 MINUTES 39 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 1 AND ITS SOUTHERLY PROLONGATION, 142.55 FEET;

THENCE DEPARTING SAID WEST LINE, SOUTH 88 DEGREES 25 MINUTES 29 SECONDS WEST, 321.13 FEET TO SAID WEST LINE AND SAID CENTERLINE OF SAID CENTRAL AVENUE;

THENCE NORTH 00 DEGREES 00 MINUTES 50 SECONDS WEST, ALONG SAID WEST LINE AND SAID CENTERLINE, 310.13 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 160,242 SQUARE FEET, OR 3.6787 ACRES, MORE OR LESS.

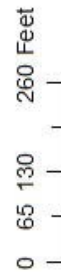
DRAFT

**EXHIBIT B**

**ORDINANCE LOCATION MAP**

Zoning Case Number: Z 87 18 4  
Zoning Overlay: Transit Overlay District (TOD 1)  
Planning Village: Encanto

ZONING SUBJECT TO STIPULATIONS: \*  
SUBJECT AREA: - - - - -



NOT TO SCALE



Drawn Date: 3/5/2019



**Amend City Code - Ordinance Adoption - Rezoning Application Z-88-18-8 - Approximately 120 Feet East of the Northeast Corner of 11th Street and Washington Street (Ordinance G-6572)**

Request to amend the Phoenix Zoning Ordinance, Section 601, the Zoning Map of the City of Phoenix, by adopting Rezoning Application Z-88-18-8 and rezone the site from C-1 HP TOD-1 to WU Code T5:2 EG HP for a restaurant/bar use.

**Summary**

Current Zoning: C-1 HP TOD-1  
Proposed Zoning: WU Code T5:2 EG HP  
Acreage: 0.42  
Proposed Use: Restaurant/bar

Owner: Laara Van Loben Sels  
Applicant: Jennifer Herbert  
Representative: Jennifer Herbert

Staff Recommendation: Approval, subject to stipulations.  
VPC Action: Central City Village Planning Committee heard this case on Feb. 11, 2019 and recommended approval, per the staff recommendation by a 13-3 vote.  
PC Action: Planning Commission heard this case on March 7, 2019 and recommended approval, per the Central City Village Planning Committee with an additional stipulation by a 7-0 vote.

**Location**

Approximately 120 feet east of the northeast corner of 11th Street and Washington Street.  
Council District: 8  
Parcel Addresses: 1110 E. Washington St.

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.

**ATTACHMENT A**

**THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL,  
ADOPTED ORDINANCE**

ORDINANCE G-

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP ADOPTED PURSUANT TO SECTION 601 OF THE CITY OF PHOENIX ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE PARCEL DESCRIBED HEREIN (CASE Z-88-18-8) FROM C-1 HP TOD-1 (NEIGHBORHOOD RETAIL, HISTORIC PRESERVATION, INTERIM TRANSIT-ORIENTED ZONING OVERLAY DISTRICT ONE) TO WU CODE T5:2 EG HP (WALKABLE URBAN CODE, TRANSECT 5:2 DISTRICT, TRANSIT EASTLAKE-GARFIELD CHARACTER AREA, HISTORIC PRESERVATION).

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The zoning of a 0.42 acre property located approximately 120 feet east of the northeast corner of 11th Street and Washington Street in a portion of Section 9, Township 1 North, Range 3 East, as described more specifically in Exhibit "A", is hereby changed from "C-1 HP TOD-1" (Neighborhood Retail, Historic Preservation, Interim Transit-Oriented Zoning Overlay District One) to "WU Code T5:2 EG HP" (Walkable Urban Code, Transect 5:2 District, Transit Eastlake-Garfield Character Area, Historic Preservation).



SECTION 2. The Planning and Development Director is instructed to modify the Zoning Map of the City of Phoenix to reflect this use district classification change as shown in Exhibit "B".

SECTION 3. Due to the site's specific physical conditions and the use district applied for by the applicant, this rezoning is subject to the following stipulations, violation of which shall be treated in the same manner as a violation of the City of Phoenix Zoning Ordinance:

1. The developer shall record a Notice to Prospective Purchasers of Proximity to Airport in order to disclose the existence and operational characteristics of Phoenix Sky Harbor International Airport (PHX) to future owners or tenants of the property.
2. 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.
3. 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.
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.
5. Prior to preliminary site plan approval, the landowner shall execute a Proposition 207 Waiver of Claims in a form approved by the City Attorney's Office. The Waiver shall be recorded with the Maricopa County Recorder's Office and delivered to the City to be included in the rezoning application file for record.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the

decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

PASSED by the Council of the City of Phoenix this 3rd day of April, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager

Exhibits:

A – Legal Description (1 Page)

B – Ordinance Location Map (1 Page)

EXHIBIT A

LEGAL DESCRIPTION FOR Z-88-18-8

1110 E. Washington St., Phoenix (Porter & Baxter Subdivision Blocks 3,4. MCR: 001-28  
SUB)

WITHIN A PORTION OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOT 26, BLOCK 2, PORTER & BAXTER'S SUBDIVISION OF TRACT "B" IN MURPHY'S ADDITION TO THE CITY OF PHOENIX, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK 1 OF MAPS, PAGE 28.

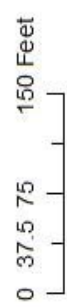
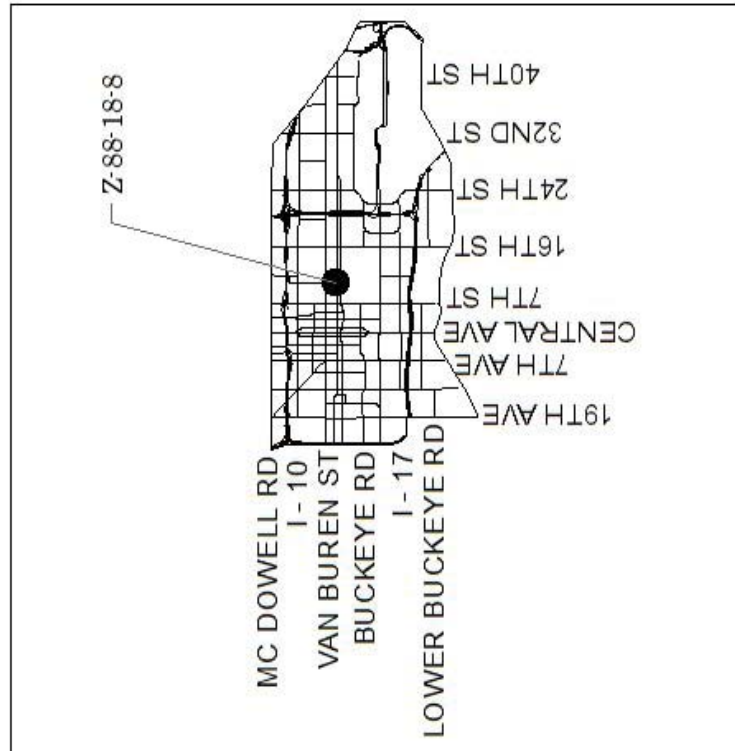
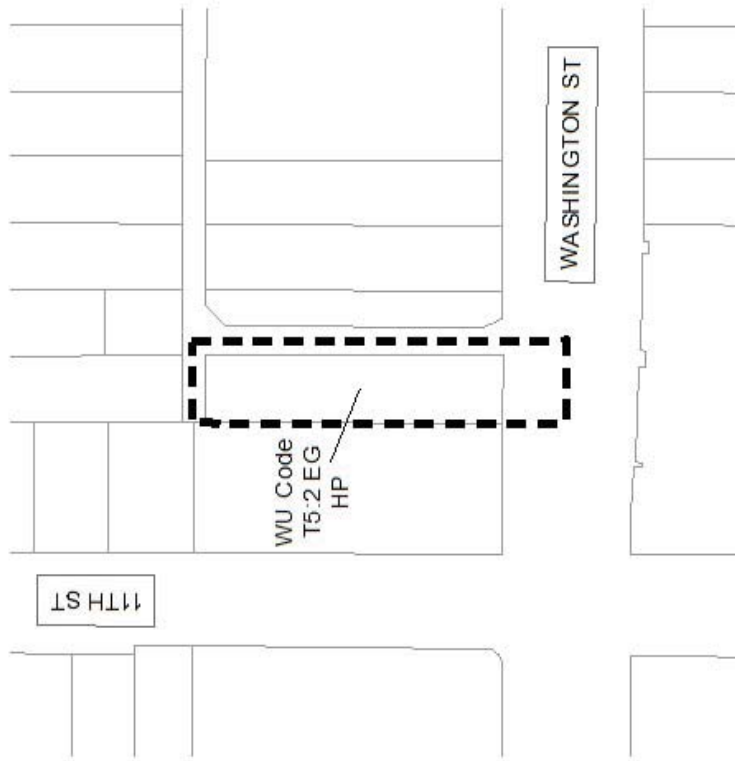
DRAFT

EXHIBIT B

ORDINANCE LOCATION MAP

Zoning Case Number: Z 88 18 8  
Zoning Overlay: Transit Overlay District (TOD 1)  
Planning Village: Central City

ZONING SUBJECT TO STIPULATIONS: \*  
SUBJECT AREA: - - - - -



NOT TO SCALE



Drawn Date: 3/4/2019

\\oneipdd\Share\Department Share\Information Systems\PL GIS\IS\_Team\Core\_Func\Funcns\Zoning\_Supp\Maps\_Cord\Mapsi2019\_Cord\4-3-19\Z-88-18-8.mxd



**Amend City Code - Ordinance Adoption - Rezoning Application Z-84-18-6 - Approximately 370 Feet South and 330 Feet West of the Southwest Corner of 7th Street and Maryland Avenue (Ordinance G-6577)**

Request to amend the Phoenix Zoning Ordinance, Section 601, the Zoning Map of the City of Phoenix, by adopting Rezoning Application Z-84-18-6 and rezone the site from R1-10 to C-2 for commercial uses. Companion case to Z-SP-9-18-6.

**Summary**

Current Zoning: R1-10

Proposed Zoning: C-2

Acreage: 0.54

Proposed Use: Commercial uses

Owner: Uptown 7th, LLC

Applicant: Geoffrey Jacobs - Aspirant Development

Representative: Carolyn Oberholtzer - Bergin, Frakes, Smalley & Oberholtzer, LLC

Staff Recommendation: Approval, subject to stipulations.

VPC Action: The Alhambra Village Planning Committee heard this case on Feb. 26, 2019, and recommended approval, per the staff recommendation with a modification by a 9-0 vote.

PC Action: The Planning Commission heard this case on March 7, 2019, and recommended approval per the Alhambra Village Planning Committee recommendation with an additional stipulation by a 6-0 vote.

**Location**

Approximately 370 feet south and 330 feet west of the southwest corner of 7th Street and Maryland Avenue.

Council District: 6

Parcel Addresses: N/A

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.

**ATTACHMENT A**

**THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL, ADOPTED ORDINANCE**

**ORDINANCE G-**

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP ADOPTED PURSUANT TO SECTION 601 OF THE CITY OF PHOENIX ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE PARCEL DESCRIBED HEREIN Z-84-18-6 FROM R1-10 (SINGLE-FAMILY RESIDENCE DISTRICT) TO C-2 (INTERMEDIATE COMMERCIAL DISTRICT).

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The zoning of a 0.54 acre property located approximately 370 feet south and 330 feet west of the southwest corner of 7th Street and Maryland Avenue in a portion of Section 8, Township 2 North, Range 3 East, as described more specifically in Exhibit "A", is hereby changed from "R1-10" (Single-Family Residence District), to "C-2" (Intermediate Commercial 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".

SECTION 3. Due to the site's specific physical conditions and the use district applied for by the applicant, this rezoning is subject to the following stipulations, violation of which shall be treated in the same manner as a violation of the City of Phoenix Zoning Ordinance:

1. The development shall be in general conformance with the site plan date stamped January 16, 2019, with specific regard to the increased building and landscape setbacks along the western property boundary, and elevations date stamped November 21, 2018, as modified by the following stipulations and approved by the Planning and Development Department.
2. The developer shall provide minimum 3-inch caliper trees placed 20-feet on center, or in equivalent groupings, within the landscape setback adjacent to the western property line, as approved by the Planning and Development Department.
3. A minimum building setback of 113 feet shall be required along the west property line, as approved by the Planning and Development Department.
4. A minimum building setback of 40 feet shall be required along the north property line, as approved by the Planning and Development Department.
5. A minimum landscape setback of 31 feet shall be provided along the west property line, as approved by the Planning and Development Department.
6. A minimum landscape setback of 10 feet shall be provided along the north property line, as approved by the Planning and Development Department.
7. All exterior site lighting shall be fully shielded and directed away from adjacent residential properties, as approved by the Planning and Development Department.
8. In the event archaeological materials are encountered during construction, the developer shall immediately cease all ground-disturbing activities within a 33-foot radius of the discovery, notify the City Archaeologist, and allow time for the Archaeology Office to properly assess the materials.
9. Prior to preliminary site plan approval, the landowner shall execute a Proposition 207 Waiver of Claims in a form approved by the City Attorney's Office. The Waiver shall be recorded with the Maricopa County Recorder's Office and delivered to the City to be included in the rezoning application file for record.

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

PASSED by the Council of the City of Phoenix this 3rd day of April, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager

- Exhibits:  
A – Legal Description (1 Page)  
B – Ordinance Location Map (1 Page)

DRAFT



EXHIBIT A

LEGAL DESCRIPTION - Z-84-18-6

WITHIN A PORTION OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 2, BLOCK 1, ORANGEWOOD, ACCORDING TO BOOK TO OF MAPS, PAGE 50, RECORDS OF MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS;

PARCEL 1, A PORTION OF LOT 2, BLOCK 1 OF SAID ORANGEWOOD, BEING THE WEST 143.00 FEET OF THE FOLLOWING DESCRIBED PARCEL, BEGINNING AT A POINT 90.00 FEET NORTH OF AND 7.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 2, THENCE NORTH 180.00 FEET, PARALLEL WITH AND 7.00 FEET WEST OF THE EAST LINE OF SAID LOT 2;

THENCE WEST 465.60 FEET; THENCE SOUTH 180 FEET; THENCE EAST 465.63 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THE PARCEL DESCRIBED AS FOLLOWS;

PARCEL 2, A PORTION OF LOT 2, BLOCK 1 OF SAID ORANGEWOOD, BEING THE EAST 190.00 FEET OF THE WEST 333.00 FEET OF THE FOLLOWING DESCRIBED PARCEL,

BEGINNING AT A POINT 90.00 FEET NORTH OF AND 7.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 2, THENCE NORTH 180.00 FEET, PARALLEL WITH AND 7.00 FEET WEST OF THE EAST LINE OF SAID LOT 2;

THENCE WEST 465.60 FEET; THENCE SOUTH 180.00 FEET; THENCE EAST 465.63 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THE PARCEL DESCRIBED AS FOLLOWS;

PARCEL 3, A PORTION OF LOT 2, BLOCK 1 OF SAID ORANGEWOOD, BEGINNING AT A POINT 90.00 FEET NORTH OF AND 7.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 2, THENCE NORTH 180.00 FEET, PARALLEL WITH AND 7.00 FEET WEST OF THE EAST LINE OF SAID LOT 2;

THENCE WEST 465.60 FEET; THENCE SOUTH 180.00 FEET; THENCE EAST 465.63 FEET TO THE TRUE POINT OF BEGINNING;

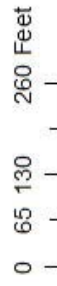
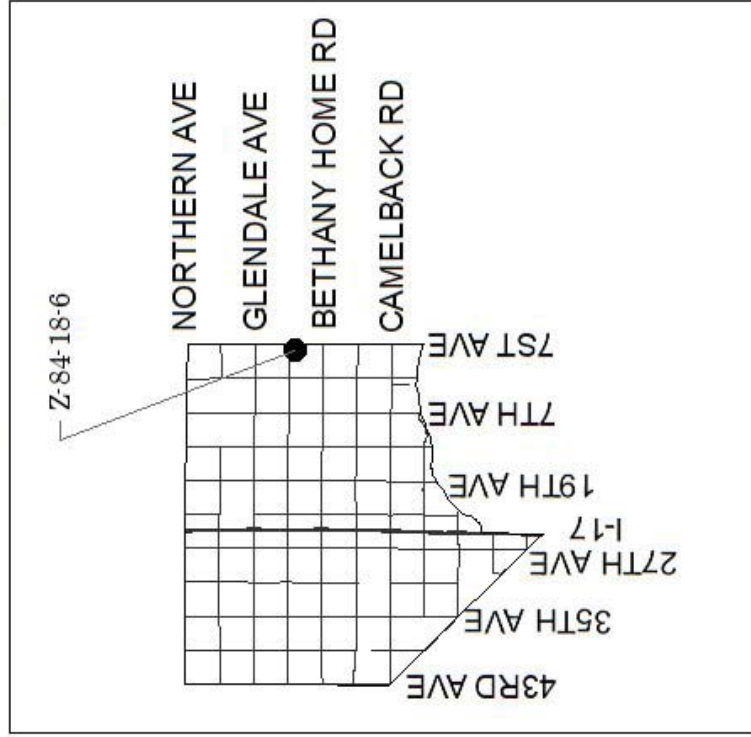
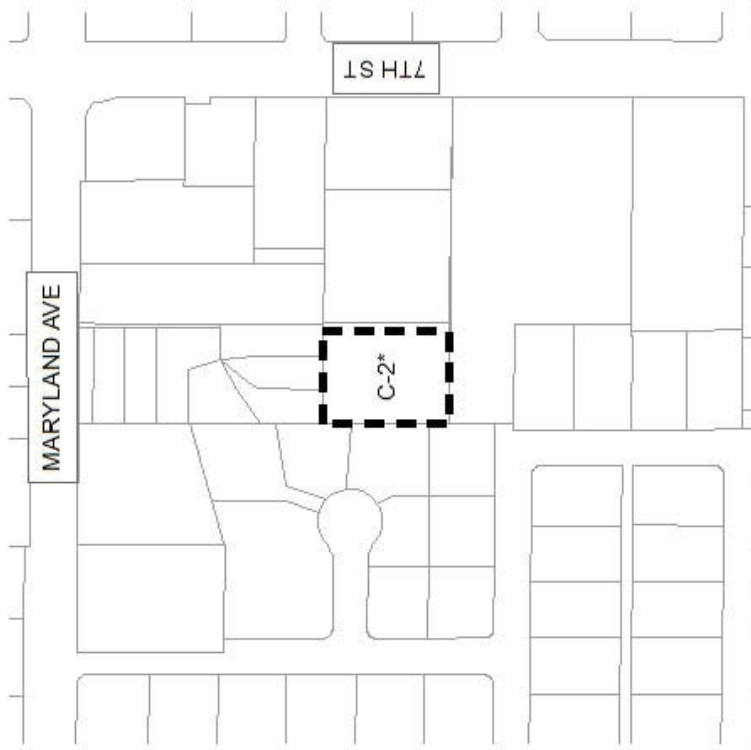
EXCEPTING THEREFROM THE WEST 333.00 FEET THEREOF.

**EXHIBIT B**

**ORDINANCE LOCATION MAP**

Zoning Case Number: Z 84 18 6  
Zoning Overlay: N/A  
Planning Village: Alhambra

ZONING SUBJECT TO STIPULATIONS: \*  
SUBJECT AREA: - - - - -



NOT TO SCALE



Drawn Date: 3/5/2019

\\onepdd\Shared\Department Share\Information Systems\PL GIS\IS\_Team\Code\Functons\Zoning\SuppMaps\2019\_Ord\4-3-19\Z-84-18-6.mxd



**Amend City Code - Ordinance Adoption - Rezoning Application Z-SP-9-18-6 - Approximately 370 Feet South of the Southwest Corner of 7th Street and Maryland Avenue (Ordinance G-6578)**

Request to amend the Phoenix Zoning Ordinance, Section 601, the Zoning Map of the City of Phoenix, by adopting Rezoning Application Z-SP-9-18-6 and rezone the site from R1-10 (pending C-2) and C-2 to C-2 SP for a self-service storage development. This file is a companion case to Z-84-18-6.

**Summary**

Current Zoning: R1-10 (pending C-2) and C-2

Proposed Zoning: C-2 SP

Acreage: 2.07

Proposed Use: Self-service storage facility

Owner: Uptown 7th, LLC

Applicant: Geoffrey Jacobs - Aspirant Development

Representative: Carolyn Oberholtzer - Bergin, Frakes, Smalley & Oberholtzer, LLC

Staff Recommendation: Approval, subject to stipulations.

VPC Action: The Alhambra Village Planning Committee heard this case on Feb. 26, 2019 and recommended approval, per the staff recommendation by a 9-0 vote.

PC Action: The Planning Commission heard this case on March 7, 2019, and recommended approval, per the Alhambra Village Planning Committee recommendation with a modification and two additional stipulations by a 6-0 vote.

**Location**

Approximately 370 feet south of the southwest corner of 7th Street and Maryland Avenue.

Council District: 6

Parcel Addresses: 6316 N. 7th St.

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.

**ATTACHMENT A**

**THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL,  
ADOPTED ORDINANCE**

**ORDINANCE G-**

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP ADOPTED PURSUANT TO SECTION 601 OF THE CITY OF PHOENIX ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE PARCEL DESCRIBED HEREIN Z-SP-9-18-6 FROM R1-10, PENDING C-2 (SINGLE-FAMILY RESIDENCE DISTRICT, PENDING INTERMEDIATE COMMERCIAL DISTRICT) AND C-2 (INTERMEDIATE COMMERCIAL DISTRICT) TO C-2 SP (INTERMEDIATE COMMERCIAL DISTRICT, SPECIAL PERMIT).

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The zoning of a 2.07-acre property located approximately 370 feet south of the southwest corner of 7th Street and Maryland Avenue in a portion of Section 8, Township 2 North, Range 3 East, as described more specifically in Exhibit "A", is hereby changed from 0.54-acres of "R1-10, Pending C-2" (Single-Family Residence District, Pending Intermediate Commercial District) and 1.53 acres of "C-2" (Intermediate Commercial District), to 2.07 acres of "C-2 SP" (Intermediate Commercial, Special Permit) to allow a special permit for a self-service storage facility.

SECTION 2. The Planning and Development Director is instructed to modify the Zoning Map of the City of Phoenix to reflect this use district classification change as shown in Exhibit "B".

SECTION 3. Due to the site's specific physical conditions and the use district applied for by the applicant, this rezoning is subject to the following stipulations, violation of which shall be treated in the same manner as a violation of the City of Phoenix Zoning Ordinance:

1. The development shall be in general conformance with the site plan date stamped January 16, 2019, with specific regard to the increased building and landscape setbacks along the western property boundary, and elevations date stamped November 21, 2018, as modified by the following stipulations and approved by the Planning and Development Department.
2. The developer shall provide minimum 3-inch caliper trees placed 20-feet on center, or in equivalent groupings, within the landscape setback adjacent to the western property line and along the western-most 150 feet of the northern property line, as approved by the Planning and Development Department.
3. The sidewalk along 7th Street shall be detached with a minimum 5-foot-wide landscaped strip located between the sidewalk and back of curb and shall include a minimum 2-inch caliper shade trees planted a minimum of 20 feet on center or equivalent groupings along both sides of the sidewalk, as approved by the Planning and Development Department.
4. A minimum building setback of 113 feet shall be required along the west property line, as approved by the Planning and Development Department.
5. A minimum building setback of 40 feet shall be required along the north property line, as approved by the Planning and Development Department.
6. A minimum landscape setback of 31 feet shall be provided along the west property line, as approved by the Planning and Development Department.
7. A minimum landscape setback of 10 feet shall be provided along the north property line, as approved by the Planning and Development Department.
8. All exterior site lighting shall be fully shielded and directed away from adjacent residential properties, as approved by the Planning and Development Department.

9. No bay or loading doors shall be visible from public rights-of-way or from the west property line, as approved by Planning and Development Department.
10. The developer shall provide a minimum of five inverted-u bicycle racks, as approved by the Planning and Development Department.
11. 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.
12. The development shall have gated access along 7th Street, as generally depicted on the site plan date stamped January 16, 2019 and as approved by the Planning and Development Department. The gate shall remain closed during non-business hours.
13. Prior to preliminary site plan approval, the landowner shall execute a Proposition 207 Waiver of Claims in a form approved by the City Attorney's Office. The Waiver shall be recorded with the Maricopa County Recorder's Office and delivered to the City to be included in the rezoning application file for record.

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

PASSED by the Council of the City of Phoenix this 3rd day of April, 2019.

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MAYOR

ATTEST:

\_\_\_\_\_ City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_ City Attorney

REVIEWED BY:

\_\_\_\_\_ City Manager

Exhibits:

A – Legal Description (1 Page)

B – Ordinance Location Map (1 Page)

DRAFT

EXHIBIT A

LEGAL DESCRIPTION – Z-SP-9-18-6

WITHIN A PORTION OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 2, BLOCK 1, ORANGEWOOD, ACCORDING TO BOOK TO OF MAPS, PAGE 50, RECORDS OF MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS;

PARCEL 1, A PORTION OF LOT 2, BLOCK 1 OF SAID ORANGEWOOD, BEING THE WEST 143.00 FEET OF THE FOLLOWING DESCRIBED PARCEL, BEGINNING AT A POINT 90.00 FEET NORTH OF AND 7.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 2, THENCE NORTH 180.00 FEET, PARALLEL WITH AND 7.00 FEET WEST OF THE EAST LINE OF SAID LOT 2;

THENCE WEST 465.60 FEET; THENCE SOUTH 180 FEET; THENCE EAST 465.63 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THE PARCEL DESCRIBED AS FOLLOWS;

PARCEL 2, A PORTION OF LOT 2, BLOCK 1 OF SAID ORANGEWOOD, BEING THE EAST 190.00 FEET OF THE WEST 333.00 FEET OF THE FOLLOWING DESCRIBED PARCEL,

BEGINNING AT A POINT 90.00 FEET NORTH OF AND 7.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 2, THENCE NORTH 180.00 FEET, PARALLEL WITH AND 7.00 FEET WEST OF THE EAST LINE OF SAID LOT 2;

THENCE WEST 465.60 FEET; THENCE SOUTH 180.00 FEET; THENCE EAST 465.63 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THE PARCEL DESCRIBED AS FOLLOWS;

PARCEL 3, A PORTION OF LOT 2, BLOCK 1 OF SAID ORANGEWOOD, BEGINNING AT A POINT 90.00 FEET NORTH OF AND 7.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 2, THENCE NORTH 180.00 FEET, PARALLEL WITH AND 7.00 FEET WEST OF THE EAST LINE OF SAID LOT 2;

THENCE WEST 465.60 FEET; THENCE SOUTH 180.00 FEET; THENCE EAST 465.63 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE WEST 333.00 FEET THEREOF.

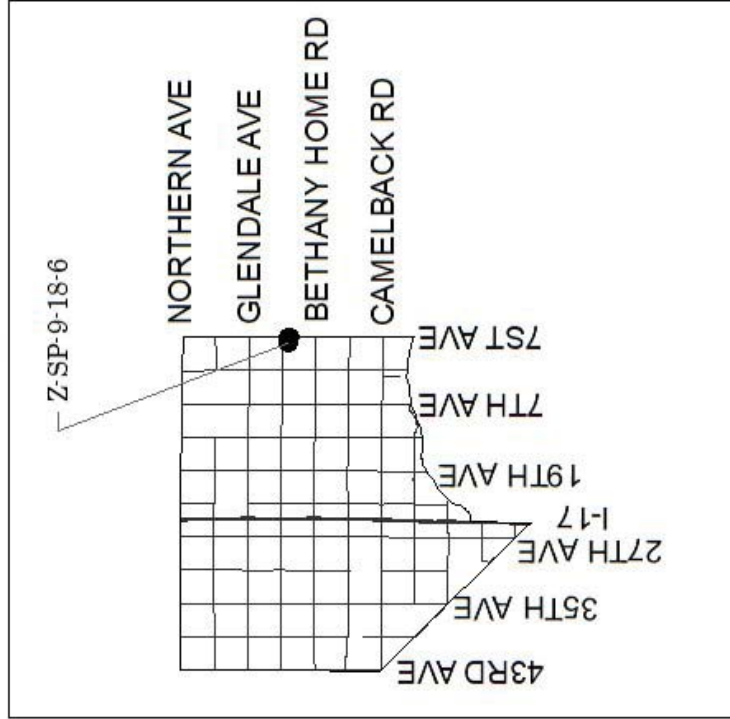
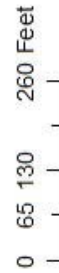


# ORDINANCE LOCATION MAP

EXHIBIT B

Zoning Case Number: Z SP 9 18 6  
Zoning Overlay: N/A  
Planning Village: Alhambra

ZONING SUBJECT TO STIPULATIONS: \*  
SUBJECT AREA: - - - - -



NOT TO SCALE

Drawn Date: 3/5/2019



**Public Hearing and Resolution Adoption - General Plan Amendment GPA-DV-2-18-1 (Companion Case Z-82-18-1) - Approximately 477 Feet South of the Southeast Corner of 23rd Avenue and Alameda Road (Resolution 21734)**

Request to hold a public hearing on a General Plan Amendment for the following item to consider the Planning Commission's recommendation and the related resolution if approved. This file is a companion case to Z-82-18-1.

**Summary**

Application: GPA-DV-2-18-1

Current Designation: Industrial

Proposed Designation: Residential 15+ dwelling units per acre

Acreage: 16.78

Proposed Use: Multifamily residential

Owner: Walter Cale - Roy's Deer Valley Nursery, LLC

Applicant: Erin Conway - Continental Fund 481

Representative: Stephen C. Earl - Earl, Curley & Lagarde, PC

Staff Recommendation: Approval.

VPC Action: The Deer Valley Village Planning Committee heard this case on Jan. 17, 2019 and recommended denial by a 3-2 vote.

PC Action: The Planning Commission heard this case on March 7, 2019 and recommended approval, per the staff recommendation by a 6-1 vote.

**Location**

Approximately 477 feet south of the southeast corner of 23rd Avenue and Alameda Road.

Council District: 1

Parcel Addresses: N/A

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.

**ATTACHMENT A**

**THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL,  
ADOPTED RESOLUTION**

RESOLUTION \_\_\_\_\_

A RESOLUTION ADOPTING AN AMENDMENT TO THE  
2015 GENERAL PLAN FOR PHOENIX, APPLICATION  
GPA-DV-2-18-1, CHANGING THE LAND USE  
CLASSIFICATION FOR THE PARCEL DESCRIBED  
HEREIN.



\_\_\_\_\_

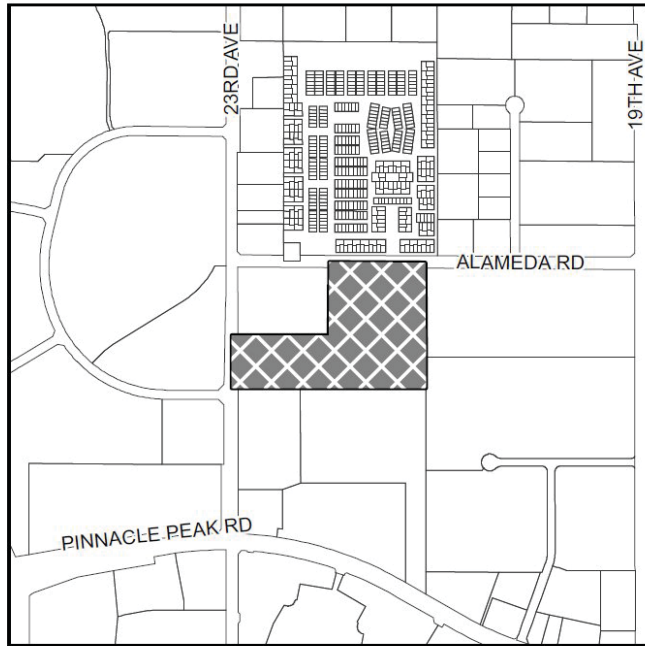
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX, as  
follows:

SECTION 1. The 2015 Phoenix General Plan which was adopted by  
Resolution No. 21307, is hereby amended by adopting GPA-DV-2-18-1, 16.78 acres  
located approximately 477 feet south of the southeast corner of 23rd Avenue and  
Alameda Road, for 16.78 acres of Residential 15+ dwelling units per acre as approved  
by the City Council on April 3, 2019 and that the Planning and Development Director is  
instructed to modify The 2015 Phoenix General Plan to reflect this land use  
classification change as shown below:

**PROPOSED CHANGE:**

Residential 15+ du/ac (16.78 +/- Acres)

-  Proposed Change Area
-  Residential 15+ du/ac (16.78 +/- Acres)



PASSED by the Council of the City of Phoenix this 3rd day of April, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager

PL:amt:\_\_\_v1 (CM \_\_) (Item \_) 4/3



**City of Phoenix**  
PLANNING & DEVELOPMENT DEPARTMENT

**GENERAL PLAN AMENDMENT  
STAFF ANALYSIS**  
January 4, 2019

Application: GPA-DV-2-18-1

Applicant: Erin Conway, Continental Fund 481

Location: Approximately 477 feet south of the southeast corner of 23rd Avenue and Alameda Road

Acreage: 16.78 acres

Current Plan Designation: [Industrial](#)

Requested Plan Designation: [Residential 15+ dwelling units per acre](#)

Reason for Requested Change: Amend the [General Plan Land Use Map](#) to allow multifamily residential development 15+ dwelling units per acre

Village Planning Committee Date: Deer Valley – January 17, 2019

Staff Recommendation: Approval

**FINDINGS:**

- 1) The subject site exceeds 10 acres, which requires a minor General Plan Amendment to the Land Use Map.
- 2) The companion rezoning case, Z-82-18-1, proposes development that is consistent in scale and character with land uses in the surrounding area to the north and west.
- 3) The proposed land use designation will be compatible with the General Plan Land Use Map designations to the west. The character of the area is changing from industrial to multifamily residential along the Alameda Road corridor from 19th Avenue west to Black Canyon Highway.

## **BACKGROUND**

The subject site is located approximately 477 feet south of the southeast corner of 23rd Avenue and Alameda Road. The site is vacant land and was historically utilized for a tree and plant nursery.

Currently the site has a land use map designation of industrial. The General Plan Amendment will allow for a land use map designation that is consistent with recent development to the north and west. Recent development suggests the Alameda corridor is evolving from strictly industrial uses.

## **SURROUNDING LAND USES**

North of the subject site is a large multifamily residential development zoned A-1 (Light Industrial) with a use permit to allow residential uses. The property is designated Industrial on the General Plan Land Use Map.

Northwest of the site is a large multifamily residential development zoned R-4 (Multifamily Residential 29 Dwelling Units/Acre). This property is designated Mixed Use on the General Plan Land Use Map.








South of the subject site is a technology manufacturing facility zoned A-1 and is currently designated Industrial on the General Plan Land Use Map.

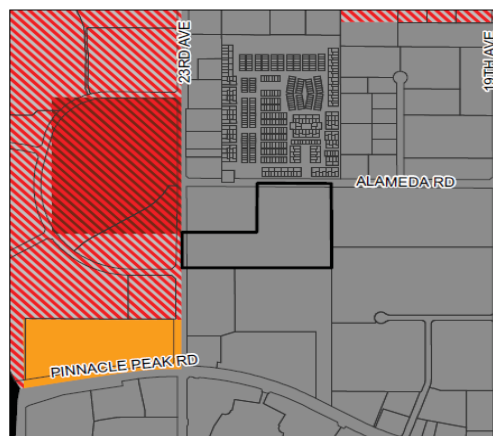
East of the subject site is a plant nursery and existing light industrial uses both zoned A-1. Both properties are designated Industrial on the General Plan Land Use Map.

West of the site is a vacant lot zoned CP/GCP (Commerce Park/General Commerce Park) and is currently designated Mixed Use (Commercial/Commerce Park) and Mixed Use (Commercial/Residential 15+ dwelling units per acre) on the General Plan Land Use Map.

### **EXISTING:**

Industrial (16.78+/- Acres)

-  Proposed Change Area
-  Residential 5 to 10 du/ac
-  Mixed Use (Commercial / Commerce Park)
-  Mixed Use (Commercial / 15+ du/ac)
-  Commerce/Business Park
-  Industrial
-  Transportation



Source: City of Phoenix Planning and Development Department

## **RELATIONSHIP TO GENERAL PLAN CORE VALUES AND PRINCIPLES**

### **CONNECT PEOPLE AND PLACES**

- ***OPPORTUNITY SITES; LAND USE PRINCIPLE: Promote and encourage compatible development and redevelopment with a mix of housing types in neighborhoods close to employment centers, commercial areas, and where transit or transportation alternatives exist.***

The proposed multifamily development will provide additional housing choices along the I-17 corridor within the Deer Valley Major Employment Center.

### **CELEBRATE OUR DIVERSE COMMUNITIES AND NEIGHBORHOODS**

- ***CELEBRATE OUR DIVERSE COMMUNITIES & NEIGHBORHOODS; CLEAN NEIGHBORHOODS DESIGN: Protect and enhance the character of each neighborhood and its various housing lifestyles through new development that is compatible in scale, design, and appearance.***

As stipulated via companion Case No. Z-82-18-1, the proposed high density residential is compatible with existing development and land uses in the immediate area.

- ***CELEBRATE OUR DIVERSE COMMUNITIES AND NEIGHBORHOODS CORE VALUE; DIVERSE NEIGHBORHOODS; LAND USE PRINCIPLE: Within each village, designate residential land use in at least four of the seven residential categories and designate at least one of those categories to be for 10 to 15 or 15+ dwelling units per acre.***

The proposal would allow the development of a vacant parcel. The addition of the residential land use map designation allows for a mixture of high density residential uses of 15+ dwelling units per acre in close proximity to an employment center.

## **CONCLUSION AND RECOMMENDATION**

The staff recommendation for GPA-DV-2-18-1 is to approve the request as filed. The proposed land use map designation is consistent in scale and character with existing land uses in the surrounding area. As stipulated, the companion rezoning case, Z-82-18-1, will provide compatibility and consistency with the land use pattern in the surrounding area. Approval of the request will support the development of this vacant property with uses that are compatible with the surrounding land use designations and zoning districts.

**Writer**

David Simmons  
January 4, 2019

**Team Leader**

Samantha Keating

**Exhibits**

Sketch Map










# GENERAL PLAN AMENDMENT

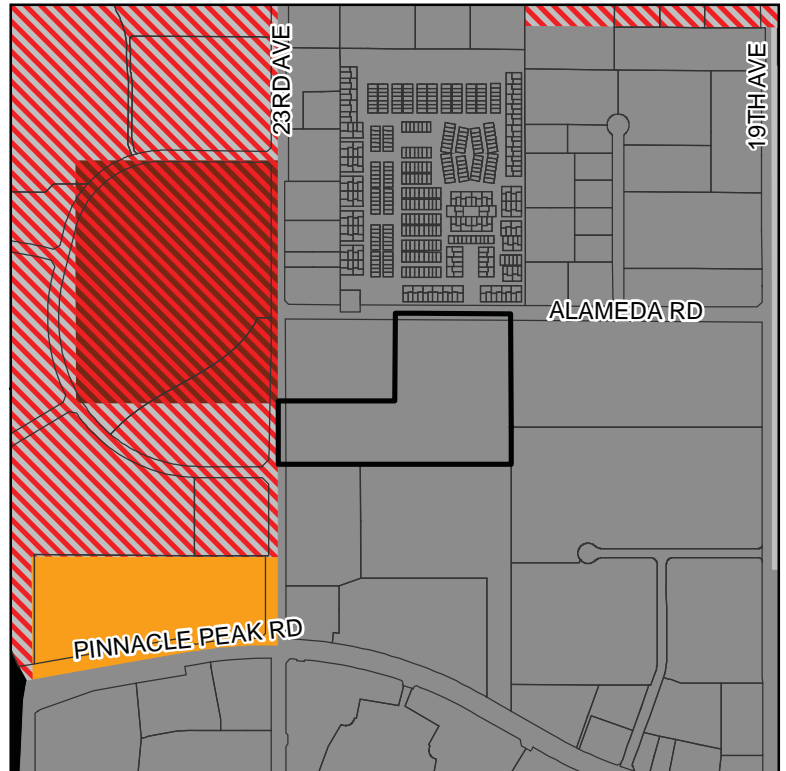
CITY OF PHOENIX ♦ PLANNING & DEVELOPMENT DEPARTMENT ♦ 200 W WASHINGTON ST ♦ PHOENIX, AZ ♦ 85003 ♦ (602) 262-6882

APPLICATION NO: GPA-DV-2-18-1	ACRES: 16.78 +/-
VILLAGE: Deer Valley	COUNCIL DISTRICT: 1
APPLICANT: Erin Conway - Continental Fund 481 Fund, LLC	

## EXISTING:



Industrial (16.78+/- Acres)

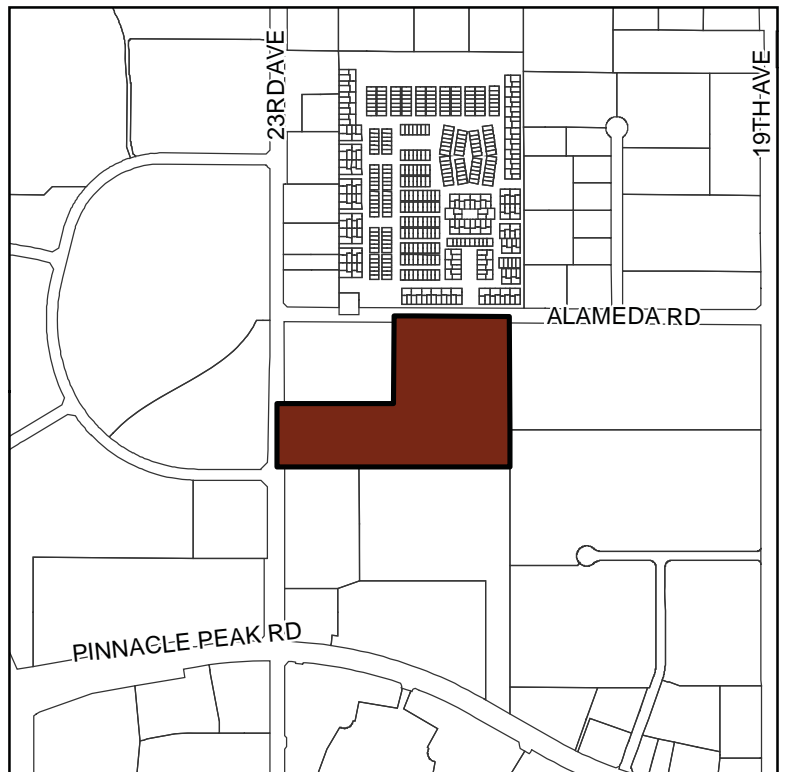
-  Proposed Change Area
-  Residential 5 to 10 du/ac
-  Mixed Use (Commercial / Commerce Park)
-  Mixed Use (Commercial / 15+ du/ac)
-  Commerce/Business Park
-  Industrial
-  Transportation



## PROPOSED CHANGE:

Residential 15+ du/ac (16.78 +/- Acres)

-  Proposed Change Area
-  Residential 15+ du/ac (16.78 +/- Acres)





## Village Planning Committee Meeting Summary GPA-DV-2-18-1

<b>Date of VPC Meeting</b>	January 17, 2019
<b>Request From</b>	Industrial (16.78 acres)
<b>Request To</b>	Residential 15+ dwelling units per acre (16.78 acres)
<b>Proposed Use</b>	Multifamily residential
<b>Location</b>	Approximately 477 feet south of the southeast corner of 23rd Avenue and Alameda Road
<b>VPC Recommendation</b>	Denial.
<b>VPC Vote</b>	3-2

### VPC DISCUSSION & RECOMMENDED STIPULATIONS:

**GPA-DV-2-18-1 (Companion Case Z-82-18-1):** Presentation, discussion, and possible recommendation on a request to amend the General Plan Land Use Designation on approximately 16.78 acres approximately 477 feet south of the southeast corner of 23rd Avenue and Alameda Road from Industrial to Residential 15+ dwelling units per acre to allow multifamily residential.

*This item was heard concurrently with Item 5. Please see Item 5 discussion 2 speaker cards were submitted in interest.*

**Mr. Carrasco** provided an overview of the General Plan Amendment request (GPA-DV-2-18-1) and rezoning request (Z-82-18-1). He displayed graphics including existing and proposed General Plan Land Use maps, aerial photographs, zoning maps, and the proposed site plan and elevations. He discussed the proposal's impacts on various General Plan goals and visions. He provided the staff findings for GPA-DV-2-18-1 and detailed the recommended stipulations related to the rezoning request Z-82-18-1.

**Mr. Stephen Earl**, with Earl, Curley & Lagarde, provided an overview of the request which included aerial maps, surrounding land use maps, and the proposed site plan and elevations. Mr. Earl discussed the proposed site plan and elevations in detail, explaining that the context land uses transition to multifamily in the area. He noted 1 million square feet of retail currently exists at Pinnacle Peak and I-17. He explained that there are 22,000 jobs within a 15-minute commute of this site. Additionally, he explained that 23<sup>rd</sup> Avenue will be significantly improved as a result of this project and discussed project amenities on site. Mr. Earl went through the Aviation Departments stipulations and stated that the applicant will work with Aviation to

resolve some of these issues. Mr. Earl requested the Committee recommend approval of both GPA-DV-2-18-1 and Z-82-18-1 per the staff recommendation.

**Mr. Romero** inquired as to if this were the applicants first project in Arizona.

**Mr. Earl** stated that this was the applicants second project in Arizona.

Mr. Romero asked about the density requirement and asked the applicant if they are ok with the density stipulation.

**Mr. Earl** stated that they are fine with the density stipulation.

**Mr. Levy** inquired as to what the rents were going to be at this site.

**Mr. Earl** stated that rents would range from \$1000.00 per month to \$1800.00 per month.

**Vice Chair DiLeo** inquired about increased traffic in the area and asked about any traffic studies that have been done.

**Mr. Earl** stated that the units would be one and two bedrooms, which are not conducive to a family environment. The location of the site results in short commutes to retail and jobs for people residing in the development, which would generate more traffic in the area.

**Mr. Romero** asked about Alameda Improvements.

**Mr. Levy** inquired about square footages of the unit types.

**Mr. Earl** stated that a one-bedroom unit is 1,000 sf and a studio is 600 sf.

**Chairman Grossman** asked if the applicant owned the hard corner of 23<sup>rd</sup> Avenue and Alameda.

**Mr. Earl** stated that they did not, but are currently planning to see what could potentially be developed there.

### **Public Comment**

**Mr. Mark Abram**, owner of the property abutting the south property line who employees 150 people, stated that he had moved his manufacturing plant business to the current location in an effort to avoid conflict with residential development. Hi business is currently quite loud and includes heavy manufacturing operations. Mr. Abram strongly feels industrial uses are best for the site in question. Mr. Abram stated that he was previously run out from a location due to more multifamily development that was approved. He does not want to see this happen again. He has delivery trucks arriving at 2:00 am and they contribute to noisy operations throughout the day and night.

**Mr. Levy** stated that the noise abatement requirements stipulated by Aviation may help to reduce the noise levels of the industrial uses in the area.

The Committee voices concerns about noise abatement and airport disclosure documents.

**Mr. Earl** stated that the decibel level had been stipulated, the building layouts were designed to audit proximities to project to the south and there will be an 8 foot wall and a landscape buffer between the industrial uses to the south.

**Vice Chair DiLeo** emphasized the importance of noise mitigation standards.

**Ms. Williams** stated that she loved the development proposal but has concerns with the industrial uses in the area and concerns with the site being located within area 1 of the airport over lay district. She asked the applicant why this location as residential is not compatible with the surrounding land uses.

**Mr. Earl** stated that the area is in transition.

**Mr. Levy** asked if there is a decibel reader on the site and if the applicant plans to disclose the noise levels to prospective residence.

**Mr. Earl** state that there is a decibel reader on the site and there are no significant issues with noise and that they are required to disclose noise levels to prospective residence.

**Vice Chair DiLeo** stated that she is uncomfortable with the current noise levels in the area and that residence rights supersede the surrounding business uses.

**Mr. Earl** iterated that this is a multifamily project which will consist of renters. Renters rights do not supersede the surrounding business uses.

**Vice Chair DiLeo** suggested requiring a lower decibel level requirement and requiring documentation and disclosures.

**Mr. Abram**, member of public, stated that he moved his manufacturing plant business to this current location in 2004 and said Major Williams stated in the past that this area would not be zoned for residential. Mr. Abram emphasized that it would cost millions of dollars to move his heavy equipment. He wants his rights to operate to be protected.

**Mr. Earl** stated that no single-family residential is being proposed for the area so Major Williams kept her promise. Mr. Earl suggested adding a stipulation that would secure Mr. Abrams operations.

**Mr. Levy** asked what uses were being conducted in the building to the west.

**Vice Chair DiLeo** suggested creating a buffer as no buffer exists with this current proposal. Other projects in the area have streets that act as buffers from industrial uses.

**Mr. Earl** stated that no balconies face south and that the ends of the building would act as noise buffers as well.

**Mr. Johnson**, the applicant, stated that this is not the first time a multifamily project has been near light industrial uses. He stated that they went to great lengths to decide on moving forward with this project and limited 4 units to the south property line. He also stated that they would offer a 30-day dry pledge with residents.

**Ms. Keisie Shevitski**, member of the public, stated that no noise stipulations were to the north.

**MOTION:**

**Mr. Ricardo Romero** motioned to approve GPA-DV-2-18-1. **Vice Chair Trilese DiLeo** seconded the motion.

**VOTE:**

1-4, motion to approve failed with Committee Members Grossman, DiLeo, Levy, and Williams, in opposition. Committee Member Romero in favor.

The Committee had discussion about potential adverse effects this project may have on the area.

**MOTION:**

**Vice Chair Trilese DiLeo** motioned to deny GPA-DV-2-18-1. Committee Member **Cynthia Williams** seconded the motion.

**VOTE:**

3-2, motion to deny passed with Committee Members, DiLeo, Levy, and Williams, in favor. Committee Members Romero and Chairman Grossman in opposition.

# Attachment D

## REPORT OF PLANNING COMMISSION ACTION March 7, 2019

ITEM NO: 4	
	DISTRICT NO.: 1
SUBJECT:	
Application #:	GPA-DV-2-18-1 (Companion case Z-82-18-1)
Location:	Approximately 477 feet south of the southeast corner of 23rd Avenue and Alameda Road
From:	Industrial
To:	Residential 15+ dwelling units per acre
Acreage:	16.78
Proposal:	Amend the General Plan Land Use Map designation from Industrial to Residential 15+ dwelling units per acre
Applicant:	Erin Conway, Continental Fund 481
Owner:	Walter Cale, Roy's Deer Valley Nursery, LLC
Representative:	Stephen C. Earl; Earl, Curley & Lagarde, PC

### **ACTIONS:**

Staff Recommendation: Approval.

Village Planning Committee (VPC) Recommendation:  
**Deer Valley** 1/17/2019 Denial. Vote: 3-2.

Planning Commission Recommendation: Approval, per the staff recommendation.

Motion Discussion: N/A

Motion details: Commissioner Glenn made a MOTION to approve GPA-DV-2-18-1, per the staff recommendation.

Maker: Glenn  
Second: Howard  
Vote: 6-1 (Heck)  
Absent: Shank, Gorraiz  
Opposition Present: No

### **Findings:**

1. The subject site exceeds 10 acres, which requires a minor General Plan Amendment to the Land Use Map.
2. The companion rezoning case, Z-82-18-1, proposes development that is consistent in scale and character with land uses in the surrounding area to the north and west.

3. The proposed land use designation will be compatible with the General Plan Land Use Map designations to the west. The character of the area is changing from industrial to multifamily residential along the Alameda Road corridor from 19th Avenue west to Black Canyon Highway.

This publication can be made available in alternate format upon request. Please contact Tamra Ingersoll at (602) 534-6648, TTY use 7-1-1.



**Public Hearing - Amend City Code and Ordinance Adoption - Rezoning  
Application Z-82-18-1 - Approximately 477 Feet South of the Southeast Corner of  
23rd Avenue and Alameda Road (Ordinance G-6574)**

Request to hold a public hearing on the rezoning application for the following item and consider adoption of the Planning Commission's recommendation and the related Ordinance if approved. Request is to rezone the site from A-1 DVAO to R-3A DVAO to allow multifamily residential. This is a companion case to GPA-DV-2-18-1.

**Summary**

Current Zoning: A-1 DVAO

Proposed Zoning: R-3A DVAO

Acreage: 16.78

Proposed Use: Multifamily Residential

Owner: Walter Cale - Roy's Deer Valley Nursery, LLC

Applicant: Erin Conway - Continental Fund 481

Representative: Stephen C. Earl - Earl, Curley & Lagarde, PC

Staff Recommendation: Approval, subject to stipulations.

VPC Action: The Deer Valley Village Planning Committee heard this case on Jan. 17, 2019, and recommended denial by a 3-2 vote.

PC Action: The Planning Commission heard this case on March 7, 2019, and recommended approval per the Addendum A Staff Report with a modification and additional stipulation by a 6-1 vote.

**Location**

Approximately 477 feet south of the southeast corner of 23rd Avenue and Alameda Road.

Council District: 1

Parcel Addresses: N/A

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.



**ATTACHMENT A**

**THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL,  
ADOPTED ORDINANCE**

**ORDINANCE G-**

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP ADOPTED PURSUANT TO SECTION 601 OF THE CITY OF PHOENIX ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE PARCEL DESCRIBED HEREIN (CASE Z-82-18-1) FROM A-1 DVAO (LIGHT INDUSTRIAL DISTRICT, DEER VALLEY AIRPORT OVERLAY DISTRICT) TO R-3A DVAO (MULTIFAMILY RESIDENCE DISTRICT, DEER VALLEY AIRPORT OVERLAY DISTRICT).

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. The zoning of a 16.78-acre property located approximately 477 feet south of the southeast corner of 23rd Avenue and Alameda Road in a portion of Section 12, Township 4 North, Range 2 East, as described more specifically in Exhibit "A", is hereby changed from A-1 DVAO (Light Industrial, Deer Valley Airport Overlay District) TO R-3A DVAO (Multifamily Residence, Deer Valley Airport 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".

SECTION 3. Due to the site's specific physical conditions and the use district applied for by the applicant, this rezoning is subject to the following stipulations, violation of which shall be treated in the same manner as a violation of the City of Phoenix Zoning Ordinance:

1. The development shall be in general conformance to the site plan date stamped March 6, 2019, as approved by the Planning and Development Department.
2. An 8-foot high noise mitigation wall shall be constructed along the south property line adjacent to the APSM system property.
3. The maximum building height shall be a maximum of 35 feet.
4. The development shall be limited to 298 units.
5. A minimum of 15 percent of the gross project area shall be retained as open
6. A minimum 15-foot landscape setback shall be provided along the southern property line, as approved by the Planning and Development Department.
7. The developer shall install secured bicycle parking at 0.25 spaces for each residential unit and a minimum of four inverted U-bicycle racks for guests located near entrances to the buildings and installed per section 1307.H., as approved by the Planning and Development Department.
8. Right-of-way totaling 55 feet shall be dedicated for the east half of 23rd Ave, as approved by the Planning and Development Department.
9. All sidewalks along 23rd Avenue and Alameda Road shall be detached with a minimum 5-foot wide landscaped strip located between the sidewalk and back of curb, and shall include minimum 3-inch caliper drought tolerant shade trees planted a minimum of 20 feet on center or equivalent groupings along both sides of the sidewalk, as approved by the Planning and Development Department.
10. 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.
11. The subject site is within DVAO "Area 1", development must provide Avigation Notice consistent with DVAO part 658.D.

12. Development must provide an avigation easement to the City prior to construction permit approval.
13. Development must file FAA Form 7460 and provide City FAA's no hazard determination prior to construction permit approval.
14. Prior to occupancy, development must erect signage within the development's sales/leasing office (or equivalent signage) that is visible to prospective renters or purchases and which discloses the proximity of Deer Valley Airport and increased frequency of overflight and related aircraft noise, as approved by the Aviation Department.
15. Prior to occupancy, development must provide City a qualified engineer's or architect's report certifying the average annual interior noise exposure for any residential unit or enclosed public assembly area will not exceed 45 decibels.
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 preliminary site plan approval, the landowner shall execute a Proposition 207 Waiver of Claims in a form approved by the City Attorney's Office. The Waiver shall be recorded with the Maricopa County Recorder's Office and delivered to the City to be included in the rezoning application file for record.

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

PASSED by the Council of the City of Phoenix this 3rd day of April, 2019.

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MAYOR

ATTEST:

\_\_\_\_\_ City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_ City Attorney

REVIEWED BY:

\_\_\_\_\_ City Manager

Exhibits:

A – Legal Description (1 Page)

B – Ordinance Location Map (1 Page)

DRAFT

EXHIBIT A

LEGAL DESCRIPTION FOR Z-82-18-1

A PARCEL BEING A PORTION OF LOT 1, "FLORA VISTA" AS RECORDED IN BOOK 435 OF MAPS, PAGE 44, RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE ADJACENT RIGHTS OF WAY OF 23RD AVENUE AND ALAMEDA ROAD LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HANDHOLE AT THE EAST QUARTER CORNER OF SAID SECTION 12, FROM WHICH A BRASS CAP IN HANDHOLE AT THE SOUTHEAST CORNER OF SAID SECTION 27, BEARS SOUTH 00 DEGREES 10 MINUTES 31 SECONDS EAST, A DISTANCE OF 2642.30 FEET;

THENCE NORTH 89 DEGREES 45 MINUTES 32 SECONDS WEST, ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 1,416.92 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 00 DEGREES 10 MINUTES 31 SECONDS EAST, A DISTANCE OF 621.20 FEET TO THE SOUTHERLY LINE OF SAID LOT 1;

THENCE CONTINUING SOUTH 00 DEGREES 10 MINUTES 31 SECONDS EAST, ON THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 198.10 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 13 SECONDS WEST, ON THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 1,262.12 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12;

THENCE NORTH 00 DEGREES 05 MINUTES 47 SECONDS WEST, ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 346.98 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 24 SECONDS EAST, A DISTANCE OF 631.51 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 28 SECONDS EAST, A DISTANCE OF 476.97 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12;

THENCE SOUTH 89 DEGREES 45 MINUTES 32 SECONDS EAST, ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 629.59 FEET TO THE POINT OF BEGINNING.

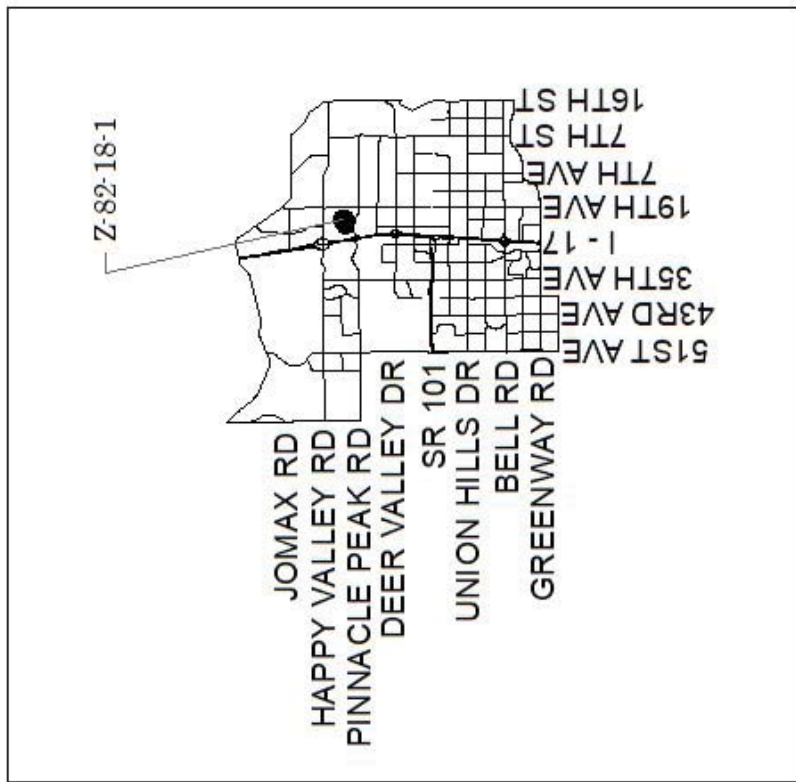
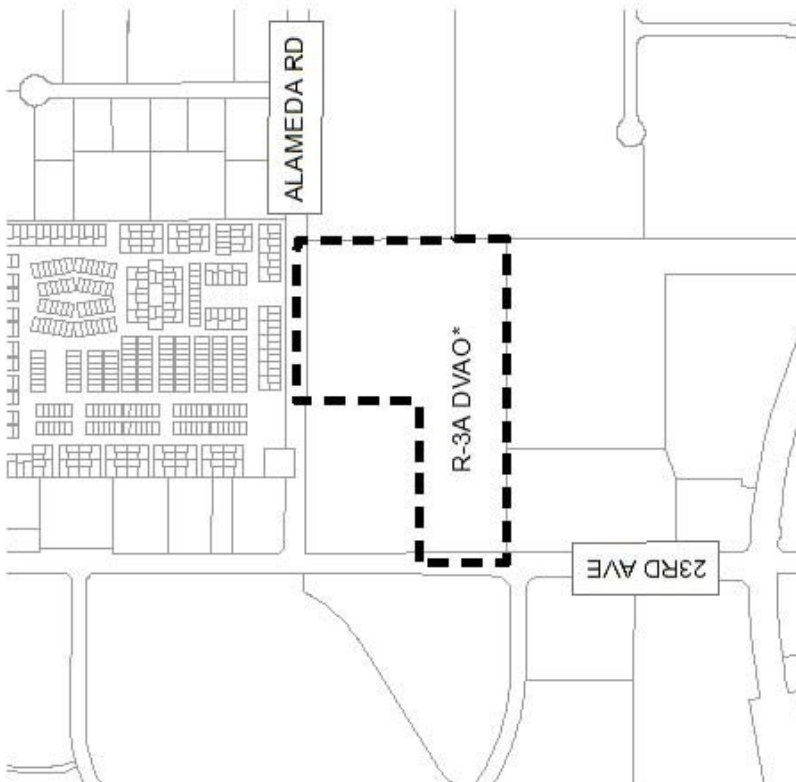
SAID PARCEL CONTAINS 736,210 SQUARE FEET OR 16.901 ACRES, MORE OR LESS.

**EXHIBIT B**

**ORDINANCE LOCATION MAP**

**Zoning Case Number: Z 82 18 1**  
**Zoning Overlay: Deer Valley Airport Overlay District**  
**Planning Village: Deer Valley**

**ZONING SUBJECT TO STIPULATIONS: \***  
**SUBJECT AREA: - - - - -**



NOT TO SCALE

Drawn Date: 2/6/2019



**City of Phoenix**  
PLANNING AND DEVELOPMENT DEPARTMENT

**Staff Report Z-82-18-1**  
January 7, 2019

Deer Valley [Village Planning Committee Meeting Date:](#) January 17, 2019  
[Planning Commission Hearing Date:](#) February 7, 2019  
**Request From:** [A-1](#) DVAO (16.78 acres)  
**Request To:** [R-3A](#) DVAO (16.78 acres)  
**Proposed Use:** Multifamily Residential  
**Location:** Approximately 477 feet south of the southeast corner of 23rd Avenue and Alameda Road  
**Owner:** Roy's Deer Valley Nursery, LLC  
**Applicant:** Erin Conway, Continental Fund 481  
**Representative:** Stephen C. Earl; Curley & Lagarde, P.C.  
**Staff Recommendation:** Approval, subject to stipulations

<u><a href="#">General Plan Conformity</a></u>			
<u><a href="#">General Plan Land Use Map Designation</a></u>		Current: Industrial, Proposed (GPA-DV-2-18-1): Residential 15+	
<u><a href="#">Street Map Classification</a></u>	23rd Avenue	Collector	40-foot east half
	Alameda Road	Collector	40-foot south half
<p><b><i>CONNECT PEOPLE AND PLACES CORE VALUE; OPPORTUNITY SITES; LAND USE PRINCIPLE: Promote and encourage compatible development and redevelopment with a mix of housing types in neighborhoods close to employment centers, commercial areas, and where transit or transportation alternatives exist.</i></b></p> <p>The proposed multifamily development will provide additional housing choices within the Deer Valley Major Employment Center and along the Interstate I-17 Corridor.</p>			

**CELEBRATE OUR DIVERSE COMMUNITIES & NEIGHBORHOODS; CLEAN NEIGHBORHOODS DESIGN:** *Protect and enhance the character of each neighborhood and its various housing lifestyles through new development that is compatible in scale, design, and appearance.*

As stipulated, the proposed project is compatible with existing development and land uses in the immediate area.

**CELEBRATE OUR DIVERSE COMMUNITIES AND NEIGHBORHOODS CORE VALUE; DIVERSE NEIGHBORHOODS; LAND USE PRINCIPLE:** *Within each village, designate residential land use in at least four of the seven residential categories and designate at least one of those categories to be for 10 to 15 or 15+ dwelling units per acre.*

The companion General Plan Amendment request, GPA-DV-2-18-1, proposes the residential land use map designation of 15+ dwelling units per acre which will serve to provide housing options for those working in the vicinity.

**Applicable Plans, Overlays, and Initiatives**

Deer Valley Airport Overlay District – see No. 4, Background/Issues/Analysis

Deer Valley Major Employment Center – See No. 5, Background/Issues/Analysis

Tree and Shade Master Plan – see No. 6, Background/Issues/Analysis

Complete Streets Guiding Principles – see No. 7, Background/Issues/Analysis

Reimagine Phoenix – see No. 16, Background/Issues/Analysis

**Surrounding Land Uses/Zoning**

	<u>Land Use</u>	<u>Zoning</u>
<b>On site</b>	Vacant lot	A-1
<b>North</b>	Multifamily	A-1 with use permit
<b>South</b>	Manufacturing facilities, warehouse, office	A-1
<b>East</b>	Plant nursery and industrial warehousing, office	A-1
<b>West (across 23rd Avenue)</b>	Vacant lot	CP/GCP

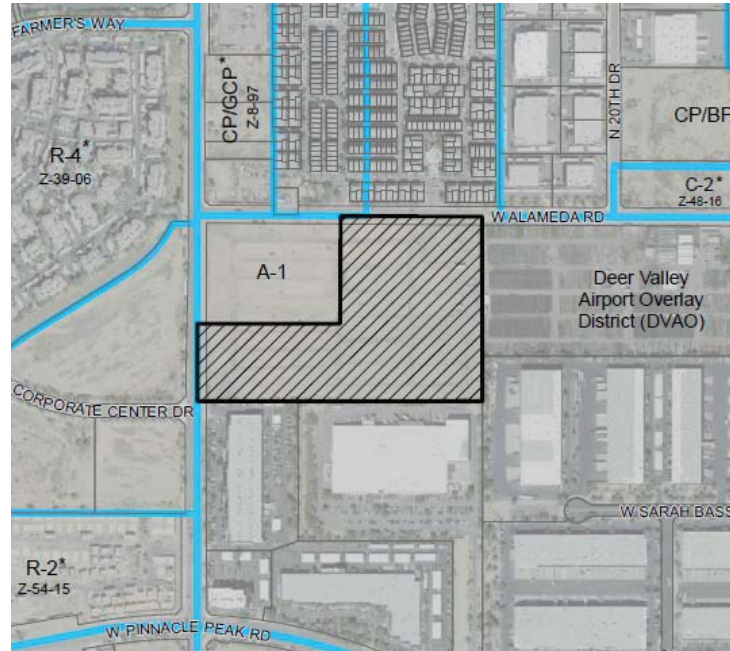


<b>R-3A Multifamily (Planned Residential Development Option)</b>		
<b><u>Standards</u></b>	<b><u>Requirements</u></b>	<b><u>Provisions on the Proposed Site Plan</u></b>
Total Number of Units	387; 443 with bonus	284 units proposed (Met)
Dwelling Unit density (units/gross acre), Maximum	23.1; 26.4 with bonus	16.92 (Met)
Lot Coverage, Maximum	45%	37% (Not Met)
Maximum Building Height in	3 stories or 40 feet for 150 feet; 1 foot in 5-foot increase to 48 feet, 4- story maximum	2 stories, 35 feet (Met)
<b>Building Setbacks</b>		
Front	10 feet minimum	N/A
<b>Perimeter Standards</b>		
Adjacent to Public Street	20 feet minimum adjacent to a public street; this area to be in common ownership unless lots front on the perimeter public street.	20 feet on Alameda (Met) 25 feet on the 23rd Ave Frontage (Met)
Adjacent to property line	15 feet minimum	15 feet (Met)
<b>Landscape Setbacks</b>		
Adjacent to Public Street	20 feet minimum	20 feet (Met)
Adjacent to property line	5 feet minimum	15 feet (Met)
Common Area, Minimum	5% of gross area minimum. Stipulated to 15% (see Stipulation No. 3)	5% (Met)
Parking Requirements, Maximum	1.3 space per efficiency unit and 1.5 spaces per 1 and 2-bedroom unit and 2 spaces per 3 or more- bedroom unit, 1.0 space per unit of less than 600 square feet regardless of number of bedrooms  430 spaces required	516 spaces provided (Met)

## Background/Issues/Analysis

### REQUEST

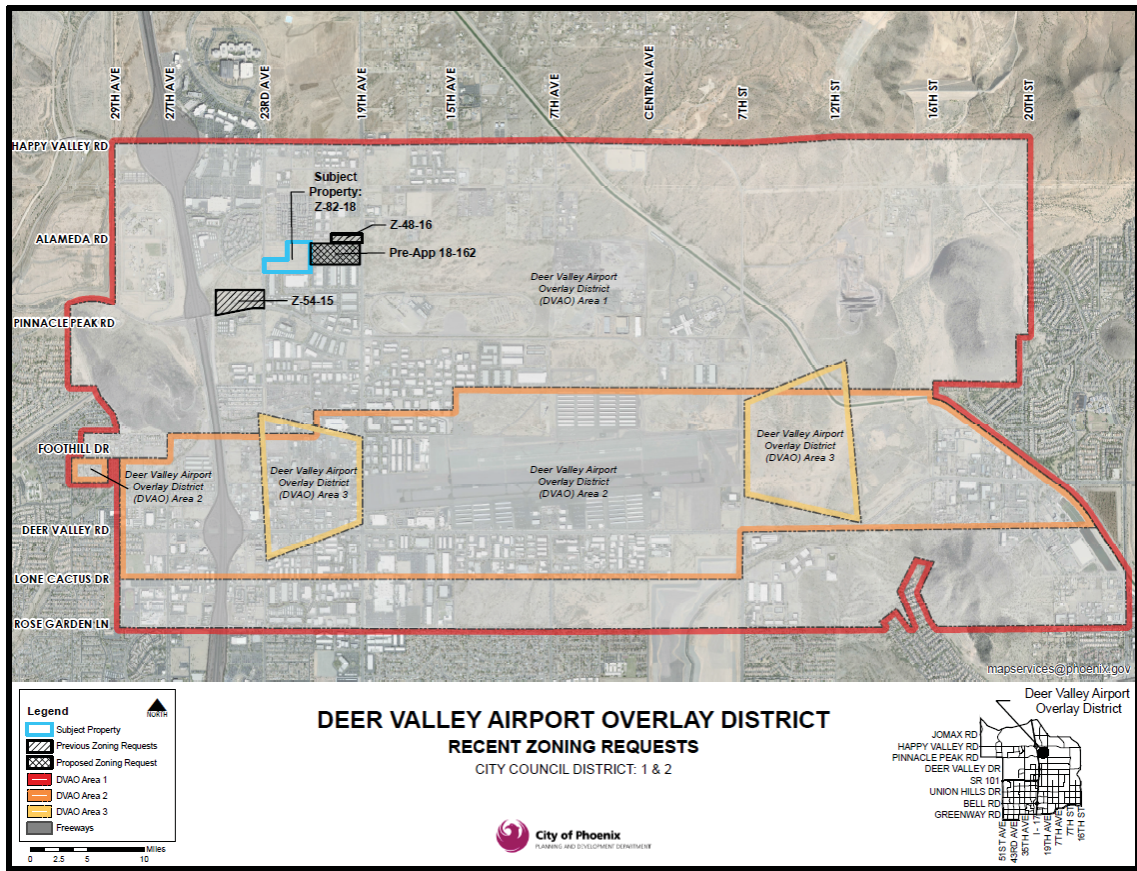
1. This request is to rezone 16.78 acres located approximately 477 feet south of the southeast corner of 23rd Avenue and Alameda Road from A-1 DVAO (Light Industrial, Deer Valley Airport Overlay District) to R-3A DVAO (Multifamily Residence, Deer Valley Airport Overlay District) to allow multifamily residential.



Source: City of Phoenix Planning and Development Department

### ZONING AND LAND USE

2. The subject site is currently zoned A-1 DVAO (Light Industrial, Deer Valley Airport Overlay District). There is existing warehousing, office and industrial manufacturing facilities south of the subject site. There is a multifamily residential development north of the subject site zoned A-1 DVAO, with a use permit, Case No. ZA-166-04, to allow residential in the A-1 District. Multifamily apartments are located to the northwest of the site and vacant parcels are located to the immediate west and southwest of the site. To the east of the site is a plant nursery, however, a recent application was submitted (Pre-Application No. 18-162) requesting multifamily residential zoning for the site as well. The character of the area is changing from industrial to residential in the northwest quadrant of the DVAO Area 1. City Council recently approved rezoning cases, Z-54-15, a request for multifamily residential at the northwest corner of 23rd Avenue and Pinnacle Peak Road and Z-48-16, a request for an assisted living center at the northwest corner of 19th Avenue and Alameda Road establishing a change in the land use pattern in the immediate vicinity.



Source: City of Phoenix Planning and Development Department

### GENERAL PLAN

- The current General Plan Land Use Map designation for the subject site is Industrial. A General Plan Amendment Case GPA-DV-2-18-1 is being processed concurrently as a companion case to amend the General Plan Land Use map designation to Residential 15+ dwelling units per acre. Staff has recommended approval of the General Plan Amendment request.

Most of the area designated as industrial, southeast and south of the subject site has developed as industrial. The area has developed

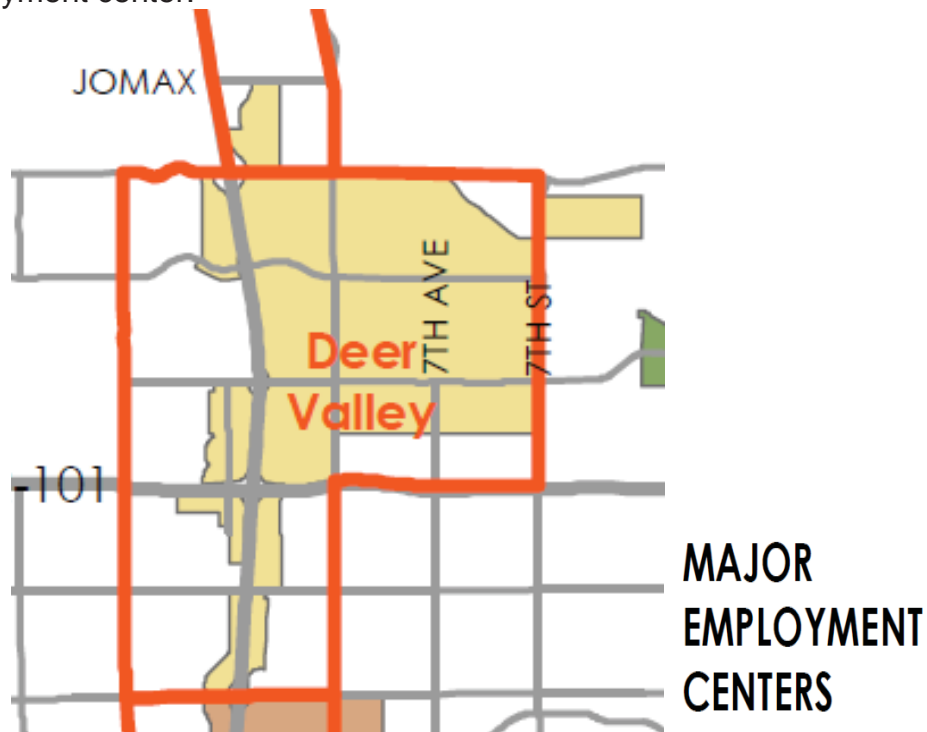


Source: City of Phoenix Planning and Development Department

with mostly commerce park; warehouse or office type uses and more recently with multifamily residences. Mixed use with a residential component is to the west of the site.

#### Deer Valley Airport Overlay District

4. The site is located within the boundaries of the Deer Valley Airport Overlay District (DVAO). This district is intended to protect the health, safety and welfare of persons and property in the vicinity of the Deer Valley Airport (DVA) and to protect the long term viability of DVA as a general aviation facility by ensuring land use compatibility with airport operations, protecting navigable airspace from physical encroachment and requiring permanent notice of flight operations to property owners. The DVAO District is divided into three separate regulations zones. The subject site is located within Area 1. Residential uses are discouraged in Area 1, however, because of recent approvals for residential developments, the character of this area is evolving. The additional multifamily housing options will serve to provide housing options for those working in the vicinity.
  
5. The subject site is located along the Interstate freeway, within the Deer Valley Major Employment Center. The proposal adds to housing options within the employment center.



#### TREE AND SHADE MASTER PLAN

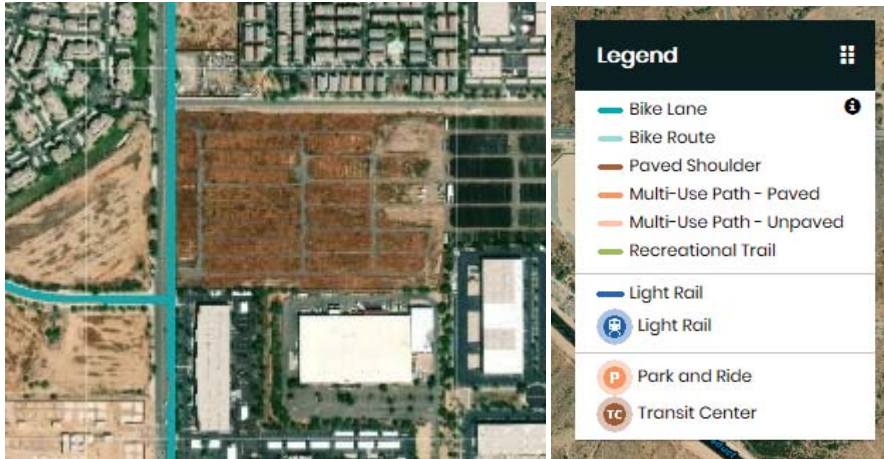
6. The Tree and Shade Master Plan has a goal of treating the urban forest as infrastructure to ensure that trees are an integral part of the city's planning and development process. In addition, a vision in the master plan is to raise awareness by leading by example. To accomplish the vision and goal of the policy document, staff is recommending a stipulation for increased landscape setbacks along the south property line. Trees within the landscape setback area will help to reduce the urban heat island effect and will provide thermal comfort for residents and guests going to and from their vehicles. This is addressed in Stipulation No. 4.

#### COMPLETE STREETS GUIDING PRINCIPLES

7. 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 support these principles related to pedestrian connectivity and safety, staff has added stipulations to require that the developer construct a detached sidewalk, with the addition of landscaping between the sidewalk and the street, on the northern and western portions of the site along Alameda and 23rd Avenue. This is addressed in Stipulation No. 7.

#### ANALYSIS OF PROPOSAL

8. The conceptual site plan proposes a 284-unit multifamily development with access from both 23rd Avenue and Alameda Road. The development shall be limited to 298 units to ensure the development maintain similar density to developments in the area. The 16+ acre site would allow 422 units by right if the zoning is approved. Due to the height of similar residential developments in the area and the close proximity to the Deer Valley Airport staff is recommending that the development be limited to a minimum of 35 feet. To ensure similar density to other development s in the area a staff is recommending a minimum of 15 percent of the gross project area shall be retained as open space. This is addressed in Stipulation Nos. 1, 2 and 3.
9. To accommodate use of bicycles as a form of alternative transportation, staff is recommending that the developer install secured bicycle parking at 0.25 spaces for each residential unit and a minimum of four inverted U-bicycle racks for guests located near entrances to the buildings. There is an existing designated MAG Bike Lane along 23rd Avenue. This is addressed in Stipulation No. 5.



Source: MAG Bikeways

#### COMMUNITY INPUT SUMMARY

10. At the time this staff report was written, staff had not received any correspondence from the public regarding the request.

## INTERDEPARTMENTAL COMMENTS

11. The subject site is in close proximity to the Deer Valley Airport and is in an area with heavy overflight traffic. The graphic below shows arrival and departure overflight in a single week (August 2018). The Aviation Department has noted that they oppose the rezoning request but request the following mitigating stipulations if approved:
- The property is in the Public Airport Disclosure area.
  - This area may be subject to overflights of aircraft operating at the Airport. People are often irritated by repeated overflights regardless of the actual sound level at the overflight site. Therefore, the property owner shall record documents that disclose the existence, and operational characteristics of Deer Valley Airport to future owners or tenants of the property.
  - The developer shall dedicate an easement to the City prior to construction permit approval.
  - The development must erect signage within the development's sales/leasing office.
  - The indoor noise levels shall not exceed a decibel day night-level (DNL) of 45 decibels.

These are addressed in Stipulations Nos. 9, 10, 12 and 13.

*Source: City of Phoenix Aviation Department*



12. The Street Transportation Department has provided comments. Right-of-way totaling 55 feet shall be dedicated for the east half of 23rd Avenue and that the developer shall construct all streets within and adjacent to the development. These are addressed in Stipulation Nos. 6 and 8.
13. The Public Works, Floodplain Management Department has provided comments. It has been determined that this parcel is not in a Special Flood Hazard Area (SFHA), but located in a Shaded Zone X, on panel 1280 L of the Flood Insurance Rate Maps (FIRM) dated January 29, 2015.
14. The City of Phoenix Water Services Department has noted the property has existing water and sewer mains that can potentially serve the proposed development however, there is potential need to up size existing water and sewer infrastructure mains so that any remodels or new buildings will be able to meet domestic and fire code requirements.
15. The Fire Department provided comments that no fire code issues are anticipated with this case and the site and/or buildings shall comply with the Phoenix Fire Code.

#### OTHER

16. As part of the Reimagine Phoenix initiative, the City of Phoenix is committed to increasing the waste diversion rate to 40 percent by 2020 and to better manage its solid waste resources. 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 provisions of recycling containers were not addressed in the applicant's submittal.
17. 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. This is addressed in Stipulation No. 14.
18. 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 does not conform to the current General Plan Land Use Map designation. However, General Plan Amendment (GPA-DV-2-18-1) is being



requested concurrently with this rezoning request.

2. The proposed rezoning is in conformance with several General Plan goals and policies and will serve to provide additional housing choices for those who work in the area.
3. The proposed project will develop a vacant lot that is currently underutilized and as stipulated, the project is compatible with other multifamily projects in the area.

### **Stipulations**

1. The maximum building height shall be a maximum of 35 feet.
2. The development shall be limited to 298 units.
3. A minimum of 15 percent of the gross project area shall be retained as open space, as approved by the Planning and Development Department.
4. A minimum 15-foot landscape setback shall be provided along the southern property line, as approved by the Planning and Development Department.
5. The developer shall install secured bicycle parking at 0.25 spaces for each residential unit and a minimum of four inverted U-bicycle racks for guests located near entrances to the buildings and installed per section 1307.H., as approved by the Planning and Development Department.
6. Right-of-way totaling 55 feet shall be dedicated for the east half of 23rd Ave, as approved by the Planning and Development Department.
7. All sidewalks along 23rd Avenue and Alameda Road shall be detached with a minimum 5-foot wide landscaped strip located between the sidewalk and back of curb, and shall include minimum 3-inch caliper drought tolerant shade trees planted a minimum of 20 feet on center or equivalent groupings along both sides of the sidewalk, as approved by the Planning and Development 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. The subject site is within DVAO "Area 1", development must provide Avigation

Notice consistent with DVAO part 658.D.

10. Development must provide an avigation easement to the City prior to construction permit approval.
11. Development must file FAA Form 7460 and provide City FAA's no hazard determination prior to construction permit approval.
12. Prior to occupancy, development must erect signage within the development's sales/leasing office (or equivalent signage) that is visible to prospective renters or purchases and which discloses the proximity of Deer Valley Airport and increased frequency of overflight and related aircraft noise, as approved by the Aviation Department.
13. Prior to occupancy, development must provide City a qualified engineer's report certifying the average annual interior noise exposure for any residential unit or enclosed public assembly area will not exceed 45 decibels.
14. In the event archaeological materials are encountered during construction, the developer shall immediately cease all ground disturbing activities within a 33-foot radius of the discovery, notify the City Archaeologist, and allow time for the Archaeology Office to properly assess the materials.

**Writer**

David Simmons

January 7, 2019

**Team Leader**

Samantha Keating

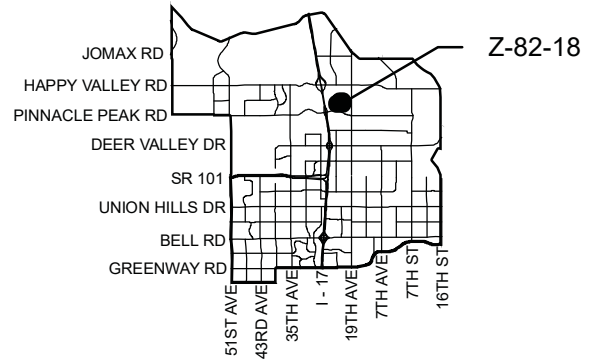
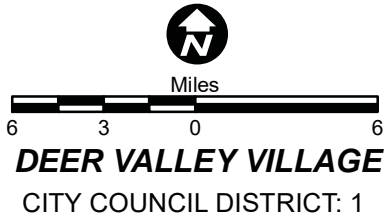
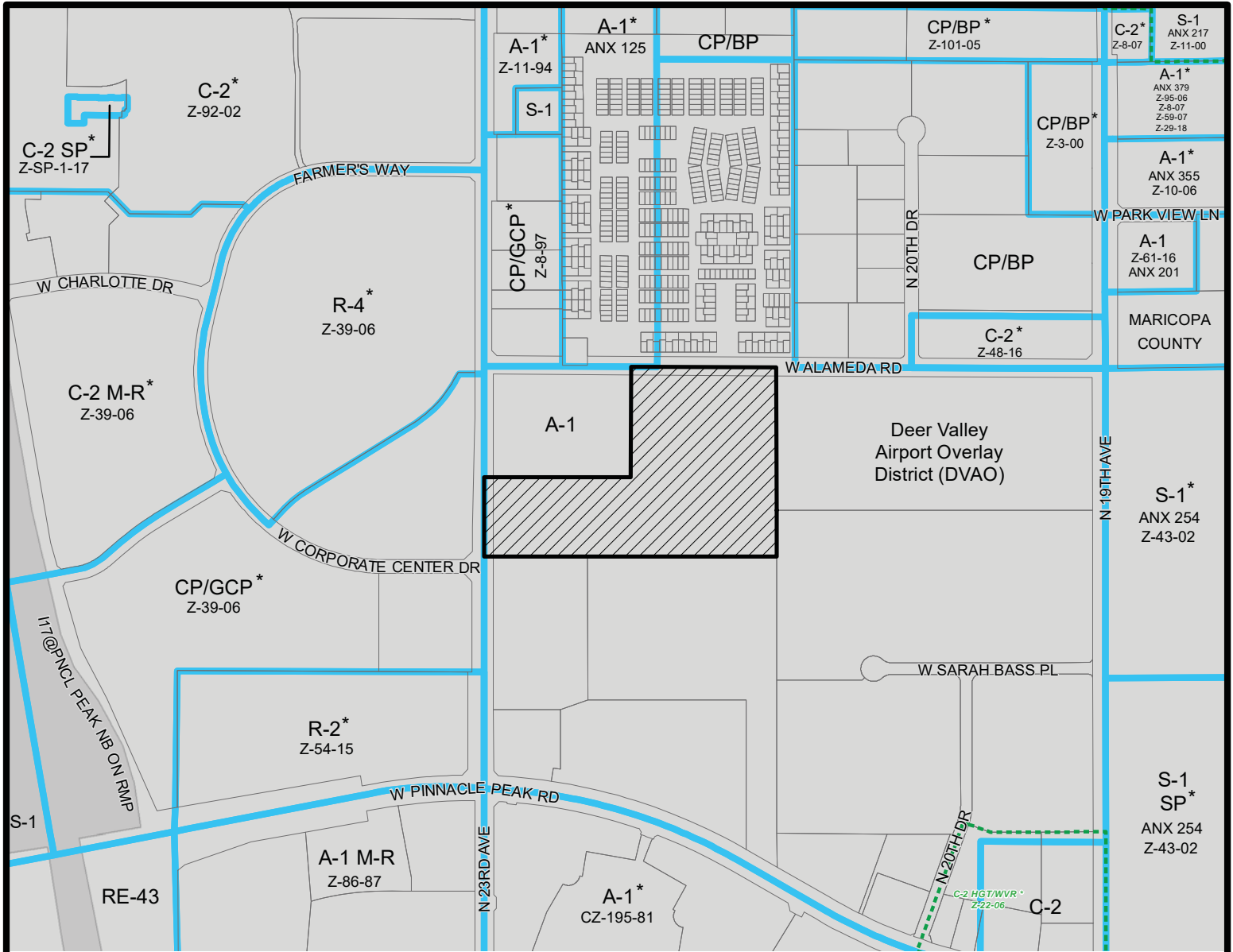
**Exhibits**

Sketch Map

Aerial

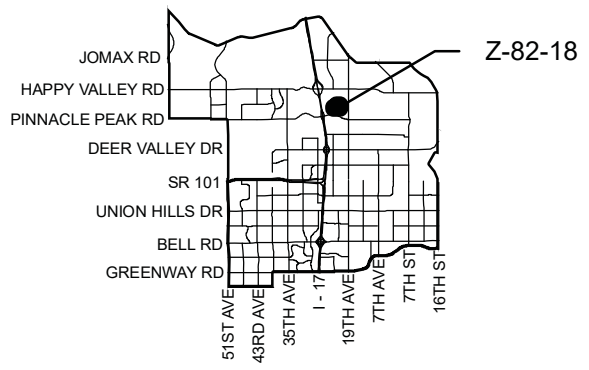
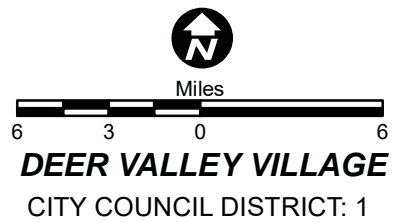
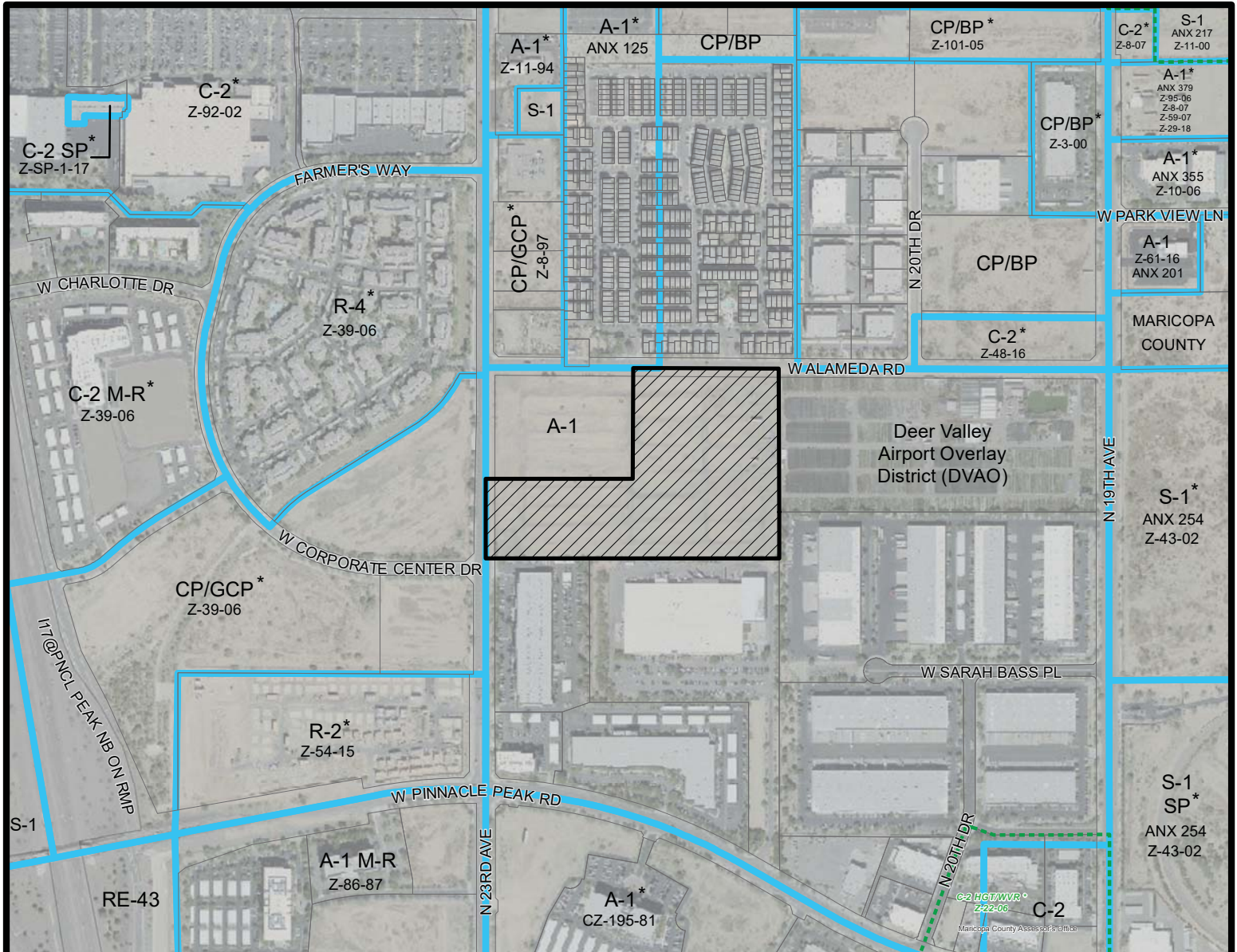
Site Plan date stamped November 13, 2018 (2 pages)

Elevations Date Stamped November 13, 2018 (3 pages)



<b>APPLICANT'S NAME:</b> Erin Conway, Continental Fund 481 Fund,		<b>REQUESTED CHANGE:</b>	
<b>APPLICATION NO.</b> Z-82-18		<b>FROM:</b> A-1 DVAO ( 16.78 a.c.)	
<b>DATE:</b> 11/30/2018 <small>REVISION DATES:</small>		<b>TO:</b> R-3A DVAO ( 16.78 a.c.)	
<small>GROSS AREA INCLUDING 1/2 STREET AND ALLEY DEDICATION IS APPROX.</small> <b>16.78 Acres</b>		<small>AERIAL PHOTO &amp; QUARTER SEC. NO.</small> <b>QS 45-24</b>	<small>ZONING MAP</small> <b>O-7</b>
<b>MULTIPLES PERMITTED</b>		<b>* UNITS P.R.D. OPTION</b>	
A-1 DVAO		N/A	
R-3A DVAO		443	

\* Maximum Units Allowed with P.R.D. Bonus



<b>APPLICANT'S NAME:</b> Erin Conway, Continental Fund 481 Fund,		<b>REQUESTED CHANGE:</b>	
<b>APPLICATION NO.</b> Z-82-18		<b>FROM:</b> A-1 DVAO ( 16.78 a.c.)	
<b>DATE:</b> 11/30/2018 <small>REVISION DATES:</small>		<b>TO:</b> R-3A DVAO ( 16.78 a.c.)	
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<b>MULTIPLES PERMITTED</b>		<b>* UNITS P.R.D. OPTION</b>	
A-1 DVAO		N/A	
R-3A DVAO		443	

\* Maximum Units Allowed with P.R.D. Bonus

**CONTINENTAL 481 FUND LLC**  
An affiliate of



W134 N8675 Executive Parkway  
Menomonee Falls, WI 53052  
Phone: 262-502-5500 Fax: 262-502-5522  
Email: egummi@cpproperties.com  
econway@cpproperties.com

**PROJECT INFORMATION**

SEC 23RD AVENUE AND ALAMEDA ROAD  
APN: A PORTION OF 210-05-010A  
QTR. SEC.: 45-24  
EXISTING ZONING: A-1  
PROPOSED ZONING: R-3A PRD  
GROSS SITE AREA: 16 ACRES  
NET SITE AREA: 16 ACRES  
LOT SALES PROPOSED: NO

11/1/2016  
 11:17 AM  
 CITY OF FOND DU LAC

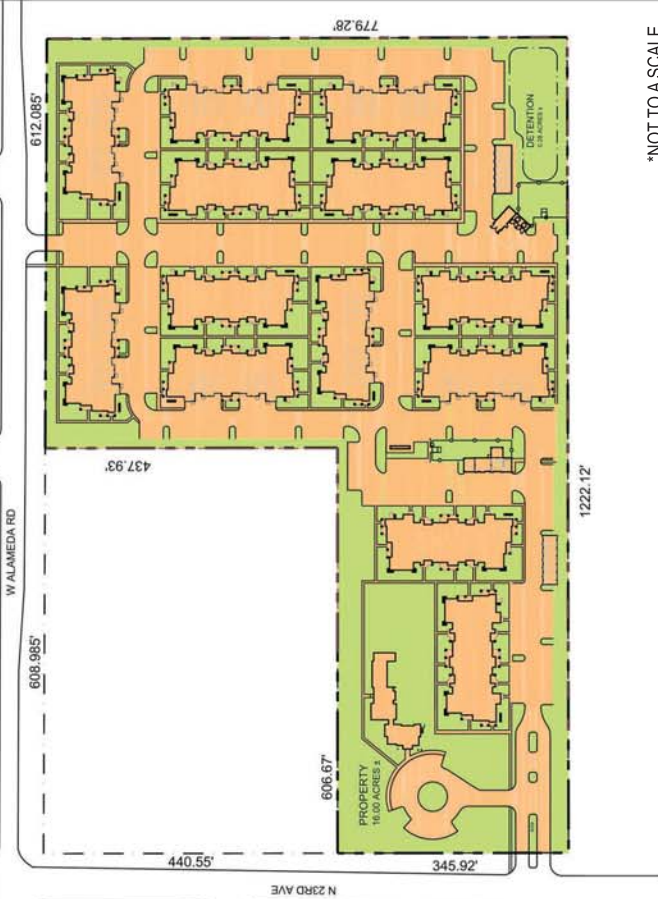
SITE INFORMATION	
MULTIFAMILY AREA	16.00 ACRES
TOTAL AREA	16.00 ACRES
DENSITY	17.75 DU/ACRE
BUILDING / LANDSCAPE SETBACKS	NORTH 25'/20' SOUTH 15'/15' EAST 15'/15' WEST 25'/20'
BUILDING INFORMATION	
CLUBHOUSE	4,630 SF
BUILDING COLOR SCHEME	MASONRY
RESIDENT BUILDINGS	QUANTITY HEIGHT
B03E (20 DUBUILDING)	7 2-STORY / 35'
G24E (24 DUBUILDING)	6 2-STORY / 35'
<b>TOTAL RESIDENT BUILDINGS</b>	<b>13</b>
GENERAL HOME MIX	HOMES PERCENTAGE
STUDIO	38 13%
1-BEDROOM	104 37%
2-BEDROOM	116 41%
3-BEDROOM	26 9%
<b>TOTAL HOMES</b>	<b>284</b>
<b>TOTAL HOMES</b>	<b>284</b>
<b>TOTAL HOMES</b>	<b>100%</b>
PARKING INFORMATION	
PARKING	QUANTITY
ATTACHED GARAGES	56
ATTACHED TO HOME	49
FLOATER	7
TANDEN SPACES	NOT INCLUDED
DETACHED GARAGES	12
65S-2 (6-BAY)	1
65S-2 (6-BAY WITH STORAGE)	1
CARPORTS	220
MAINTENANCE GARAGE (MG-F)	1
TOTAL COVERED PARKING	289
SURFACE PARKING	185
APRON SPACES	42
TOTAL UNCOVERED PARKING	227
<b>TOTAL PARKING PROVIDED</b>	<b>516</b>
PARKING REQUIRED PER CODE	0
HOME PARKING RATIO	1.82
OVERALL GARAGES:HOME	0.24
COVERED PARKING RATIO	0.56
CLUBHOUSE PARKING	17
ADA PARKING	20
SITE AMENITIES	
AMENITY	QTY./SF./NOTES
SWIMMING POOL	INCLUDED
FITNESS CENTER	INCLUDED
CAR CARE CENTER	INCLUDED
PET PLAYGROUND TYPE A	3,500 SF
PET PLAYGROUND TYPE C	4,000 SF
ENCLOSED YARDS	10
STORAGE LOCKERS	8
PARCEL PICKUP	INCLUDED
GRILLING AREA	INCLUDED
PROPERTY BOUNDARY	
STANDARD STALL	PERP - 9' X 18'
COMPACT STALL	PERP - 9' X 18'
DRIVE WIDTH	N/A
	24'
	CAD

PARKING REQUIREMENTS	
CODE	REQUIRED BY CODE
STUDIO	1.3/UNIT 49.4
ONE BEDROOM	1.5/UNIT 154
TWO BEDROOM	1.5/UNIT 174
THREE BEDROOM	1.2/UNIT 52
REQUIRED BY CODE	429.4
PROVIDED	516

PROPOSED LANDSCAPE AREA VS PAVED AREAS

PAVED/BUILT AREA ±9.09 ACRES ±57% OF PROPERTY

LANDSCAPED AREA ±6.91 ACRES ±43% OF PROPERTY



\*NOT TO A SCALE





# 20 UNIT RESIDENTIAL BUILDING ELEVATIONS



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION



NOT TO SCALE  
FOR INFORMATION ONLY

# 24 UNIT RESIDENTIAL BUILDING ELEVATIONS



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION





# CLUBHOUSE ELEVATIONS



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION



SIDE ELEVATION



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## Village Planning Committee Meeting Summary

### Z-82-18-1

<b>Date of VPC Meeting</b>	January 17, 2019
<b>Request From</b>	A-1 DVAO (16.78 acres)
<b>Request To</b>	R3-A DVAO (16.78 acres)
<b>Proposed Use</b>	Multifamily residential
<b>Location</b>	Approximately 477 feet south of the southeast corner of 23rd Avenue and Alameda Road
<b>VPC Recommendation</b>	Denial.
<b>VPC Vote</b>	3-2

#### **VPC DISCUSSION & RECOMMENDED STIPULATIONS:**

**Z-82-18-1 (Companion Case GPA-DV-2-18-1):** Presentation, discussion, and possible recommendation regarding a request to rezone a 16.78-acre site located approximately 477 feet south of the southeast corner of 23rd Avenue and Alameda Road from A-1 DVAO (Light Industrial, Deer Valley Airport Overlay District) to R-3A DVAO (Multifamily Residence District, Deer Valley Airport Overlay District) to allow for multifamily residential.

*This item was heard concurrently with Item 4.  
2 speaker cards were submitted in interest.*

**Mr. Carrasco** provided an overview of the General Plan Amendment request (GPA-DV-2-18-1) and rezoning request (Z-82-18-1). He displayed graphics including existing and proposed General Plan Land Use maps, aerial photographs, zoning maps, and the proposed site plan and elevations. He discussed the proposal's impacts on various General Plan goals and visions. He provided the staff findings for GPA-DV-2-18-1 and detailed the recommended stipulations related to the rezoning request Z-82-18-1.

**Mr. Stephen Earl**, with Earl, Curley & Lagarde, provided an overview of the request which included aerial maps, surrounding land use maps, and the proposed site plan and elevations. Mr. Earl discussed the proposed site plan and elevations in detail, explaining that the context land uses transition to multifamily in the area. He noted 1 million square feet of retail currently exists at Pinnacle Peak and I-17. He explained that there are 22,000 jobs within a 15-minute commute of this site. Additionally, he explained that 23<sup>rd</sup> Avenue will be significantly improved as a result of this project and discussed project amenities on site. Mr. Earl went through the Aviation

Departments stipulations and stated that the applicant will work with Aviation to resolve some of these issues. Mr. Earl requested the Committee recommend approval of both GPA-DV-2-18-1 and Z-82-18-1 per the staff recommendation.

**Mr. Romero** inquired as to if this were the applicants first project in Arizona.

**Mr. Earl** stated that this was the applicants second project in Arizona.

Mr. Romero asked about the density requirement and asked the applicant if they are ok with the density stipulation.

**Mr. Earl** stated that they are fine with the density stipulation.

**Mr. Levy** inquired as to what the rents were going to be at this site.

**Mr. Earl** stated that rents would range from \$1000.00 per month to \$1800.00 per month.

**Vice Chair DiLeo** inquired about increased traffic in the area and asked about any traffic studies that have been done.

**Mr. Earl** stated that the units would be one and two bedrooms, which are not conducive to a family environment. The location of the site results in short commutes to retail and jobs for people residing in the development, which would generate more traffic in the area.

**Mr. Romero** asked about Alameda Improvements.

**Mr. Levy** inquired about square footages of the unit types.

**Mr. Earl** stated that a one-bedroom unit is 1,000 sf and a studio is 600 sf.

**Chairman Grossman** asked if the applicant owned the hard corner of 23<sup>rd</sup> Avenue and Alameda.

**Mr. Earl** stated that they did not, but are currently planning to see what could potentially be developed there.

### **Public Comment**

**Mr. Mark Abram**, owner of the property abutting the south property line who employees 150 people, stated that he had moved his manufacturing plant business to the current location in an effort to avoid conflict with residential development. Hi business is currently quite loud and includes heavy manufacturing operations. Mr. Abram strongly feels industrial uses are best for the site in question. Mr. Abram stated that he was previously run out from a location due to more multifamily development that was approved. He does not want to see this happen again. He has delivery trucks arriving at 2:00 am and they contribute to noisy operations throughout the day and night.

**Mr. Levy** stated that the noise abatement requirements stipulated by Aviation may help to reduce the noise levels of the industrial uses in the area.

The Committee voices concerns about noise abatement and airport disclosure documents.

**Mr. Earl** stated that the decibel level had been stipulated, the building layouts were designed to audit proximities to project to the south and there will be an 8 foot wall and a landscape buffer between the industrial uses to the south.

**Vice Chair DiLeo** emphasized the importance of noise mitigation standards.

**Ms. Williams** stated that she loved the development proposal but has concerns with the industrial uses in the area and concerns with the site being located within area 1 of the airport over lay district. She asked the applicant why this location as residential is not compatible with the surrounding land uses.

**Mr. Earl** stated that the area is in transition.

**Mr. Levy** asked if there is a decibel reader on the site and if the applicant plans to disclose the noise levels to prospective residence.

**Mr. Earl** state that there is a decibel reader on the site and there are no significant issues with noise and that they are required to disclose noise levels to prospective residence.

**Vice Chair DiLeo** stated that she is uncomfortable with the current noise levels in the area and that residence rights supersede the surrounding business uses.

**Mr. Earl** iterated that this is a multifamily project which will consist of renters. Renters rights do not supersede the surrounding business uses.

**Vice Chair DiLeo** suggested requiring a lower decibel level requirement and requiring documentation and disclosures.

**Mr. Abram**, member of public, stated that he moved his manufacturing plant business to this current location in 2004 and said Major Williams stated in the past that this area would not be zoned for residential. Mr. Abram emphasized that it would cost millions of dollars to move his heavy equipment. He wants his rights to operate to be protected.

**Mr. Earl** stated that no single-family residential is being proposed for the area so Major Williams kept her promise. Mr. Earl suggested adding a stipulation that would secure Mr. Abrams operations.

**Mr. Levy** asked what uses were being conducted in the building to the west.

**Vice Chair DiLeo** suggested creating a buffer as no buffer exists with this current proposal. Other projects in the area have streets that act as buffers from industrial uses.

**Mr. Earl** stated that no balconies face south and that the ends of the building would act as noise buffers as well.

**Mr. Johnson**, the applicant, stated that this is not the first time a multifamily project has been near light industrial uses. He stated that they went to great lengths to decide on moving forward with this project and limited 4 units to the south property line. He also stated that they would offer a 30-day dry pledge with residents.

**Ms. Keisie Shevitski**, member of the public, stated that no noise stipulations were to the north.

**MOTION:**

**Vice Chair Trilese DiLeo** motioned to deny Z-82-18-1. Committee Member **Cynthia Williams** seconded the motion.

**VOTE:**

3-2, motion to deny passed with Committee Members, DiLeo, Levy, and Williams, in favor. Chairman Grossman and Committee Member Ramero in opposition.



**City of Phoenix**

PLANNING AND DEVELOPMENT DEPARTMENT

**ADDENDUM A**

**Staff Report: Z-82-18-1**

March 7, 2019

<b>Deer Valley Village Planning Committee Meeting Date:</b>	January 17, 2019
<b>Planning Commission Date:</b>	March 7, 2019
<b>Request From:</b>	<a href="#">A-1 DVAO</a> (16.78 acres)
<b>Request To:</b>	<a href="#">R-3A DVAO</a> (16.78 acres)
<b>Proposed Use:</b>	Multifamily Residential
<b>Location:</b>	Approximately 477 feet south of the southeast corner of 23rd Avenue and Alameda Road
<b>Owner:</b>	Roy's Deer Valley Nursery, LLC
<b>Applicant:</b>	Erin Conway, Continental Fund 481
<b>Representative:</b>	Stephen C. Earl; Curley & Lagarde, P.C.
<b>Staff Recommendation:</b>	Approval, subject to stipulations

The Deer Valley Village Planning Committee heard the request on January 17, 2019. The committee recommended denial by a vote of 3-2 along with GPA-DV-2-18-1. The Planning Commission will hear the case on March 7, 2019.

As a result of ongoing dialogue with the adjacent property owners to the south and city staff, the applicant is proposing an update to the conceptual site plan for the project. Updates include the following:

- Main building setback from south property line increased
- Garages added along the south portion of the development
- Clubhouse configuration changed

The applicant is recommending a stipulation to require general conformance to the revised site plan and a stipulation to require an 8-foot high noise mitigation wall to be constructed along the south property line adjacent to the APSM System property.

Staff is supportive of the updates proposed by the applicant, subject to the following stipulations:

### **Revised Stipulations**

1. THE DEVELOPEMENT SHALL BE IN GENERAL CONFORMANCE TO THE SITE PLAN DATE STAMPED MARCH 6, 2019, AS APPROVED BY THE PLANINNG AND DEVELOPMENT DEPARTMENT.
2. AN 8-FOOT HIGH NOISE MITIGATION WALL SHALL BE CONSTRUCTED ALONG THE SOUTH PROPERTY LINE ADJACENT TO THE APSM SYSTEM PROPERTY.
43. The maximum building height shall be a maximum of 35 feet.
24. The development shall be limited to 298 units.
35. A minimum of 15 percent of the gross project area shall be retained as open
46. A minimum 15-foot landscape setback shall be provided along the southern property line, as approved by the Planning and Development Department.
57. The developer shall install secured bicycle parking at 0.25 spaces for each residential unit and a minimum of four inverted U-bicycle racks for guests located near entrances to the buildings and installed per section 1307.H., as approved by the Planning and Development Department.
68. Right-of-way totaling 55 feet shall be dedicated for the east half of 23rd Ave, as approved by the Planning and Development Department.
79. All sidewalks along 23rd Avenue and Alameda Road shall be detached with a minimum 5-foot wide landscaped strip located between the sidewalk and back of curb, and shall include minimum 3-inch caliper drought tolerant shade trees planted a minimum of 20 feet on center or equivalent groupings along both sides of the sidewalk, as approved by the Planning and Development Department.
810. 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.
911. The subject site is within DVAO "Area 1", development must provide Avigation Notice consistent with DVAO part 658.D.

- ~~40~~     Development must provide an aviation easement to the City prior to  
12.     construction permit approval.
- ~~44~~     Development must file FAA Form 7460 and provide City FAA's no hazard  
13.     determination prior to construction permit approval.
- ~~42~~     Prior to occupancy, development must erect signage within the development's  
14.     sales/leasing office (or equivalent signage) that is visible to prospective renters  
or purchases and which discloses the proximity of Deer Valley Airport and  
increased frequency of overflight and related aircraft noise, as approved by the  
Aviation Department.
- ~~43~~     Prior to occupancy, development must provide City a qualified engineer's  
15.     report certifying the average annual interior noise exposure for any residential  
unit or enclosed public assembly area will not exceed 45 decibels.
- ~~44~~     In the event archaeological materials are encountered during construction, the  
16.     developer shall immediately cease all ground disturbing activities within a 33-  
foot radius of the discovery, notify the City Archaeologist, and allow time for the  
Archaeology Office to properly assess the materials.

**Writer**

David Simmons

March 7, 2019

**Team Leader**

Samantha Keating

**Exhibits**

Site plan date stamped March 6, 2019





HD SUPPLY WHITE CAP  
 NG  
 OM  
 RTS  
 CAN  
**CITY OF PHOENIX**  
*Department of Development*  
 File # 2018

**SPRINGS AT DEER VALLEY** DEER VALLEY, AZ **CONTINENTAL** PROPERTIES



# Attachment E

## REPORT OF PLANNING COMMISSION ACTION

March 7, 2019

REVISED March 20, 2019

ITEM NO: 5	
	DISTRICT NO.: 1
SUBJECT:	
Application #:	Z-82-18-1 (Companion case GPA-DV-2-18-1)
Location:	Approximately 477 feet south of the southeast corner of 23rd Avenue and Alameda Road
From:	A-1 DVAO
To:	R-3A DVAO
Acreage:	16.78
Proposal:	Multifamily residential
Applicant:	Erin Conway, Continental Fund 481
Owner:	Walter Cale, Roy's Deer Valley Nursery, LLC
Representative:	Stephen C. Earl; Earl, Curley & Lagarde, PC

### **ACTIONS:**

Staff Recommendation: Approval, subject to stipulations.

Village Planning Committee (VPC) Recommendation:  
**Deer Valley** 1/17/2019 Denial. Vote: 3-2.

\* Planning Commission Recommendation: Approval, per the Addendum A Staff Report, with an additional stipulation as read into the record and a modified stipulation.

Motion Discussion: N/A

\* Motion details: Commissioner Glenn made a MOTION to approve Z-82-18-1 per the Addendum A Staff Report, with an additional stipulation as read into the record and a modification to Stipulation No. 15 to add "or architect's" after "engineer's".

Maker: Glenn  
Second: Howard  
Vote: 6-1 (Heck)  
Absent: Shank, Gorraiz  
Opposition Present: No

### **Findings:**

1. The proposal does not conform to the current General Plan Land Use Map designation. However, General Plan Amendment (GPA-DV-2-18-1) is being requested concurrently with this rezoning request.
2. The proposed rezoning is in conformance with several General Plan goals and policies and will serve to provide additional housing choices for those who work in the area.

3. The proposed project will develop a vacant lot that is currently underutilized and as stipulated, the project is compatible with other multifamily projects in the area.

Stipulations:

1. THE DEVELOPMENT SHALL BE IN GENERAL CONFORMANCE TO THE SITE PLAN DATE STAMPED MARCH 6, 2019, AS APPROVED BY THE PLANNING AND DEVELOPMENT DEPARTMENT.
2. AN 8-FOOT HIGH NOISE MITIGATION WALL SHALL BE CONSTRUCTED ALONG THE SOUTH PROPERTY LINE ADJACENT TO THE APSM SYSTEM PROPERTY.
43. The maximum building height shall be a maximum of 35 feet.
24. The development shall be limited to 298 units.
35. A minimum of 15 percent of the gross project area shall be retained as open
46. A minimum 15-foot landscape setback shall be provided along the southern property line, as approved by the Planning and Development Department.
57. The developer shall install secured bicycle parking at 0.25 spaces for each residential unit and a minimum of four inverted U-bicycle racks for guests located near entrances to the buildings and installed per section 1307.H., as approved by the Planning and Development Department.
68. Right-of-way totaling 55 feet shall be dedicated for the east half of 23rd Ave, as approved by the Planning and Development Department.
79. All sidewalks along 23rd Avenue and Alameda Road shall be detached with a minimum 5-foot wide landscaped strip located between the sidewalk and back of curb, and shall include minimum 3-inch caliper drought tolerant shade trees planted a minimum of 20 feet on center or equivalent groupings along both sides of the sidewalk, as approved by the Planning and Development Department.
810. 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.
911. The subject site is within DVAO "Area 1", development must provide Avigation Notice consistent with DVAO part 658.D.
- 40  
12. Development must provide an avigation easement to the City prior to construction permit approval.
44. Development must file FAA Form 7460 and provide City FAA's no hazard

13. determination prior to construction permit approval.
42. Prior to occupancy, development must erect signage within the development's
14. sales/leasing office (or equivalent signage) that is visible to prospective renters or purchases and which discloses the proximity of Deer Valley Airport and increased frequency of overflight and related aircraft noise, as approved by the Aviation Department.
- \* 43. Prior to occupancy, development must provide City a qualified engineer's OR
15. ARCHITECT'S report certifying the average annual interior noise exposure for any residential unit or enclosed public assembly area will not exceed 45 decibels.
44. In the event archaeological materials are encountered during construction, the
16. 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 PRELIMINARY SITE PLAN APPROVAL, THE LANDOWNER SHALL EXECUTE A PROPOSITION 207 WAIVER OF CLAIMS IN A FORM APPROVED BY THE CITY ATTORNEY'S OFFICE. THE WAIVER SHALL BE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE AND DELIVERED TO THE CITY TO BE INCLUDED IN THE REZONING APPLICATION FILE FOR RECORD.

This publication can be made available in alternate format upon request. Please contact Tamra Ingersoll at (602) 534-6648, TTY use 7-1-1.



**\*\*\*REQUEST TO CONTINUE (SEE ATTACHED MEMO)\*\*\* Public Hearing - PCD Major Amendment - Rezoning Application Z-66-C-96-1 - Northwest Corner of 41st Drive and Fortune Drive**

Request to hold a public hearing and approve Rezoning Application Z-66-C-96-1 to allow a height waiver for up to 40 feet in height for a hotel in the existing PCD at the northwest corner of 41st Drive and Fortune Drive. This item requires formal action.

**Summary**

Current Zoning: C-2 or CP/GCP PCD (1.48 acres) and C-2 PCD (1.59 acres)

Proposed Zoning: C-2 HGT/WVR PCD

Acreage: 3.07

Proposed Use: Height waiver for up to 40 feet in height

Owner: Tim Rutjes

Applicant: Nathan Anderson, LJA

Representative: Nathan Anderson, LJA

Staff Recommendation: Approval, subject to stipulations.

VPC Action: The Rio Vista Village Planning Committee heard this case on Feb. 12, 2019 and recommended approval, per the staff recommendation by a 4-1 vote.

PC Action: The Planning Commission heard this case on March 7, 2019 and recommended approval, per the Rio Vista Village Planning Committee recommendation with an additional stipulation by a 7-0 vote.

**Location**

Northwest corner of 41st Drive and Fortune Drive.

Council District: 1

Parcel Address: 4114 and 4121 W. Fortune Drive

**Responsible Department**


This item is submitted by Deputy City Manager Mario Paniagua and the Planning and Development Department.



**City of Phoenix**  
PLANNING & DEVELOPMENT DEPARTMENT

**To:** Mario Paniagua  
Deputy City Manager

**Date:** April 2, 2019

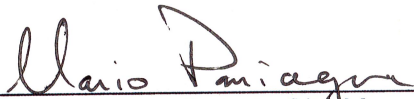
**From:** Alan Stephenson   
Planning and Development Director

**Subject:** CONTINUANCE OF ITEM 107 ON THE APRIL 3, 2019 FORMAL AGENDA -  
PUBLIC HEARING OF Z-66-C-96-1

Item 107, Rezoning Application Z-66-C-96-1, is a request to rezone 3.07 acres located at the northwest corner of 41st Drive and Fortune Drive from C-2 or CP/GCP PCD, C-2 PCD to C-2 HGT/WVR PCD to allow height waiver for up to 40 feet in height.

Staff has received correspondence from Councilwoman Williams to continue this item to April 17, 2019, as she will not be able to attend the meeting.

Approved: \_\_\_\_\_

  
Mario Paniagua, Deputy City Manager

**ATTACHMENT A**  
Anthem Planned Community District

Z-66-C-96-1

Planning Commission Approved Stipulations from March 7, 2019

1. The development shall be in general conformance with the site plan and elevations date stamped June 19, 2018, as modified by the following stipulations and approved by the Planning and Development Department.
2. Compliance with all applicable stipulations from the Anthem PCD (Z-66-96), as approved by the Planning and Development Department.
3. The color and material palette for the buildings shall be determined at site plan review and shall be muted and blend with, rather than contrast strongly, with the surrounding desert environment, as approved by the Planning and Development Department.
4. The maximum building height shall be 40 feet.
5. All retention areas shall be natural and organic in shape, as approved by the Planning and Development Department.
6. The glazing on all building windows shall have a maximum reflectivity of 20%, as approved by the Planning and Development Department.
7. Any external climate mechanical equipment shall be flush with wall plane and screened through decorative embellishment or the system shall be internalized, as approved by the Planning and Development Department.
8. In the event archaeological materials are encountered during construction, the developer shall immediately cease all ground-disturbing activities within a 33-foot radius of the discovery, notify the City Archaeologist, and allow time for the Archaeology Office to properly assess the materials.
9. Prior to preliminary site plan approval, the landowner shall execute a Proposition 207 Waiver of Claims in a form approved by the City Attorney's Office. 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 Pages)



EXHIBIT A

LEGAL DESCRIPTION FOR Z-66-C-96-1

A portion of Section 15, Township 6 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

Lot 24: A.P.N. 203-03-034, Lot 25: A.P.N. 203-03-035

Lots 24 and 25, Anthem Commerce Park 33.2, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 537 of Maps, Page 26.



**City of Phoenix**  
PLANNING & DEVELOPMENT DEPARTMENT

**Staff Report Z-66-C-96-1**  
October 29, 2018

**Rio Vista Village Planning Committee Meeting Date:** November 13, 2018

**Planning Commission Hearing Date:** December 6, 2018

**Request From:** C-2 or CP/GCP PCD (1.48 acres), C-2 PCD (1.59 acres)

**Request To:** C-2 HGT/WVR PCD (3.07) acres

**Proposed Use:** Height waiver to allow 3 stories and 40 feet

**Location:** Northwest corner of 41st Drive and Fortune Drive

**Owners:** Tim Rutjes

**Applicant/Representative:** Nathan Anderson

**Staff Recommendation:** Approval, subject to stipulations

<u>General Plan Conformity</u>			
<u>General Plan Land Use Map Designation</u>		Mixed Use (Commercial / Commerce Park)	
<u>Street Map Classification</u>	41st Drive	Minor Collector	30-foot west half
	Fortune Drive	Local	30-foot north half
<p><b>CONNECT PEOPLE AND PLACES CORE VALUE; OPPORTUNITY SITES; LAND USE PRINCIPLE: Support reasonable levels of increased intensity, respectful of local conditions and surrounding neighborhoods.</b></p> <p>As stipulated, the scale and design will be respectful and compliment the surrounding commercial uses.</p>			
<p><b>CORE, CENTERS AND CORRIDORS; LAND USE PRINCIPLE: Plan cores, centers and corridors to include a variety of land uses: office, retail shopping, entertainment and cultural, housing, hotel and resort, and where appropriate, some types of industry.</b></p> <p>The subject site is located within a business park in the Anthem PCD. The addition of a hotel use will aide in providing a mixture of businesses and tenants within the Rio Vista Village and along the Interstate 17 freeway.</p>			

**CELEBRATE OUR DIVERSE COMMUNITIES & NEIGHBORHOODS CORE VALUE; CLEAN NEIGHBORHOODS; LAND USE PRINCIPLE: Facilitate the acquisition of vacant, underutilized and blighted parcels for appropriate redevelopment, compatible with the adjacent neighborhood character and adopted area plans.**

The subject site is currently vacant and underutilized. Development of the site will provide property improvements and will be an added benefit to the area.

**Applicable Plans, Overlays and Initiatives**

**Reimagine Phoenix**

See Background Item No. 12.

**Surrounding Land Uses/Zoning**

	<b>Land Use</b>	<b>Zoning</b>
<b>On Site</b>	Vacant Land	C-2 or CP/GCP PCD, C-2 PCD
<b>North</b>	Motorcycle sales and auto repair	C-2 PCD
<b>South</b>	Commercial park and warehouse	CP/GCP PCD
<b>East</b>	Vacant land, hotel and self-storage and truck rental	PCD
<b>West</b>	Commercial retail and services	C-2 PCD

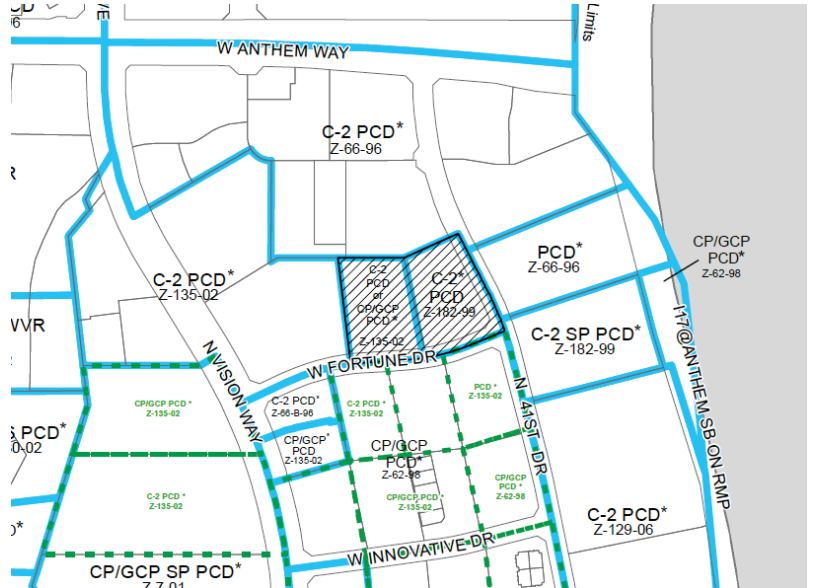
**Intermediate Commercial (C-2) with a height waiver**

<b><u>Standards</u></b>	<b><u>Requirements</u></b>	<b><u>Proposed</u></b>
<i>Landscaped Setbacks</i>		
Street	Average 30 feet	Met- 30 feet
Interior	0 feet adjacent to C-2	Met- Approx. 10 feet
<i>Building Setbacks</i>		
Street	Average 30 feet	Met- 30 feet
Interior	0 feet	Exceeds – Approx. 70 feet
Lot Coverage	50% maximum	Met-16 %
Building Height	30 feet maximum,56 feet maximum with height waiver	Met- 38 feet

**Background/Issues/Analysis**

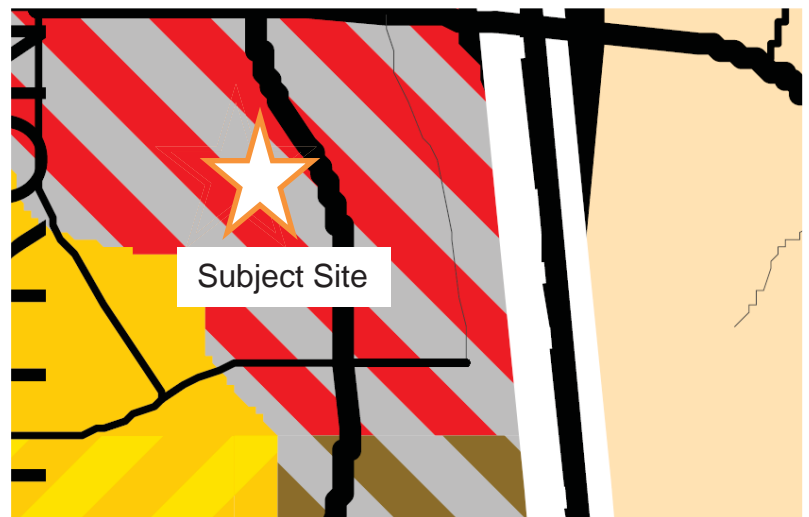
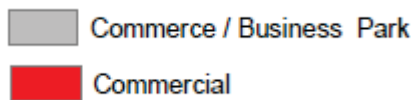
**SUBJECT SITE**

1. This is a request to rezone a 3.07-acre site located at the northwest corner of 41st Drive and Fortune Drive. The request is to rezone from 1.48 acres of C-2 or CP/GCP PCD (Intermediate Commercial or Commerce Park/General Commerce Park, Planned Community District) and 1.59 acres of C-2 PCD (Intermediate Commercial, Planned Community District) to 3.07 acres C-2 HGT/WVR PCD (Intermediate Commercial, Height Waiver) to allow commercial uses with a height waiver for up to 3 stories and 40 feet, as stipulated. The proposed use is a hotel.



Source: City of Phoenix Planning and Development Department

2. The General Plan Land Use Map designation for the subject site is Mixed Use (Commercial/Commerce Park). The proposed use is consistent with the General Plan Land Use Map designation.

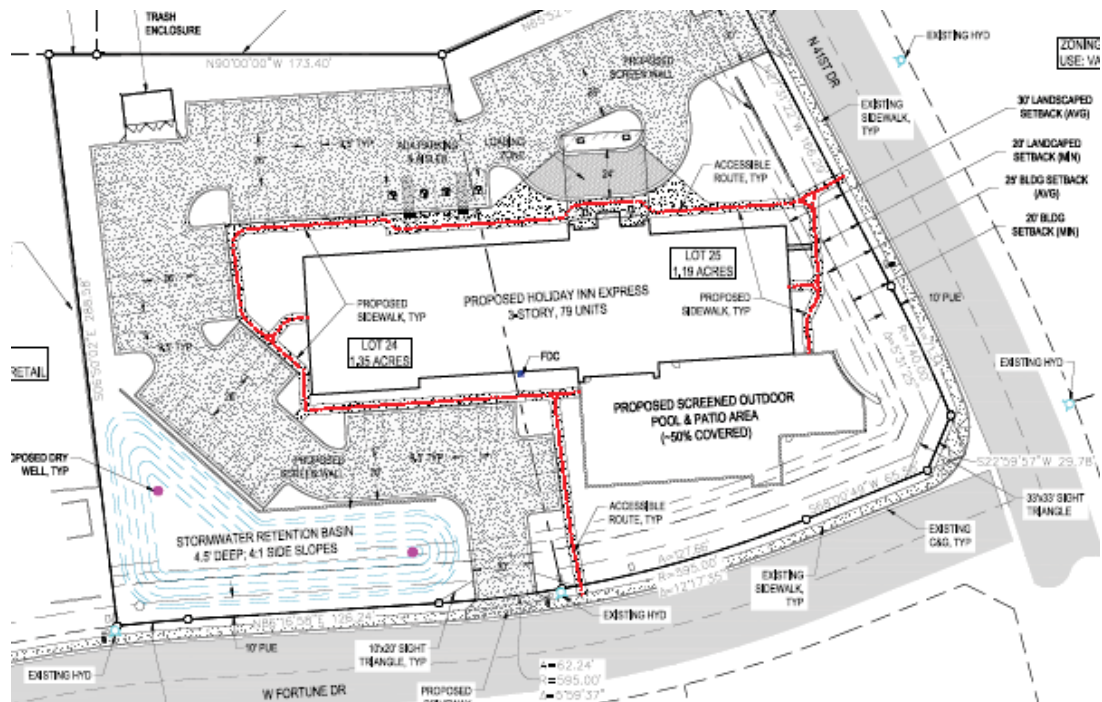


Source: City of Phoenix Planning and Development Department

**PROPOSAL**

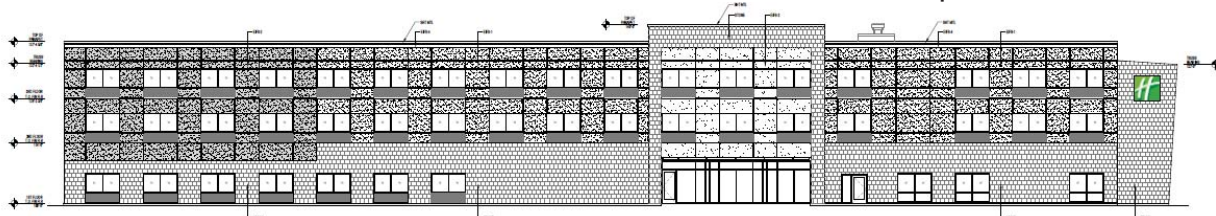
3. The subject site is within the Anthem PCD (Z-66-96). To ensure the proposed development complies with the standards that are part of the Anthem PCD, Stipulation No. 2 is recommended.

- 4. The proposed site plan depicts the main entry of the hotel facing north with the outdoor pool area fronting onto Fortune Drive. Staff has recommended general conformance to the site plan submitted. This is addressed in Stipulation No. 1.



Source: JLA

- 5. Although the site is not located within the North Black Canyon Overlay District, staff has recommended several stipulations that would ensure the development is compatible to the natural desert environment. Development standards from the North Black Canyon Overlay District this is addressed in Stipulation Nos. 3, 5 and 6.
- 6. General Conformance to the elevations has been recommended given the variation in massing and articulation of the wall planes. This is addressed in Stipulation No. 1. As shown on the elevations, there are window mechanical units. To achieve a high level of architectural quality, staff has recommended that those units be internalized or be flush with the wall plane and screened with a decorative embellishment. This is addressed in Stipulation No. 7.



*Source: JLA*

7. The C-2 zoning district regulations indicate that a maximum height of two stories and 30 feet is permitted, but not to exceed the height of 4 stories and 56 feet upon finding that such additional height is not detrimental to adjacent properties or the public welfare in general. The height being proposed is 3 stories and 36 feet. Staff is recommending a stipulation to limit the maximum building height to 3 stories and 40 feet. This is addressed in Stipulation No. 4.

#### COMMUNITY INPUT SUMMARY

8. At the time this staff report was written, staff has received one letter of opposition and a call of opposition. The neighbor that submitted a letter of opposition has concerns about the proposed height. The phone call that was received was regarding the deed restrictions on the property that preclude a hotel use.

#### INTERDEPARTMENTAL COMMENTS

9. The Phoenix Fire Department has noted that they do not anticipate any problems with this case and that the site and/or buildings shall comply with the Phoenix Fire Code.
10. The City of Phoenix Floodplain Management division of the Street Transportation Department has determined that this parcel is not in a Special Flood Hazard Area (SFHA), but is located in a Shaded Zone X, on panel 0835 L of the Flood Insurance Rate Maps (FIRM) dated October 16, 2013.
11. The site has not been identified as being archaeologically sensitive. However, in the event archaeological materials are encountered during construction, all ground disturbing activities must cease within 33-feet of the discovery and the City of Phoenix Archaeology Office must be notified immediately and allowed time to properly assess the materials. This is addressed in Stipulation No. 8.

#### OTHER

12. As part of the Reimagine Phoenix Initiative, the City of Phoenix is committed to increasing the waste diversion rate to 40 percent by 2020 and to better manage its solid waste resources. Section 716 of the Phoenix Zoning Ordinance establishes standards to encourage the provision of recycling containers for multifamily, commercial and mixed-use developments meeting certain criteria. The provision of recycling containers was not addressed in the applicant's submittals.
13. 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 will allow for the development of a lot that has been vacant since annexation and the development will contribute to the enhancement in the area.
2. The proposal is compatible with the surrounding commercial uses.
3. The additional height will not have negative impacts to the surrounding properties.

## **Stipulations**

1. The development shall be in general conformance with the site plan and elevations date stamped June 19, 2018, as modified by the following stipulations and approved by the Planning and Development Department.
2. Compliance with all applicable stipulations from the Anthem PCD (Z-66-96), as approved by the Planning and Development Department.
3. The color and material palette for the buildings shall be determined at site plan review and shall be muted and blend with, rather than contrast strongly, with the surrounding desert environment, as approved by the Planning and Development Department.
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5. All retention areas shall be natural and organic in shape, as approved by the Planning and Development Department.
6. The glazing on all building windows shall have a maximum reflectivity of 20%, as approved by the Planning and Development Department.
7. Any external climate mechanical equipment shall be flush with wall plane and screened through decorative embellishment or the system shall be internalized, as approved by the Planning and Development Department.
8. In the event archaeological materials are encountered during construction, the developer shall immediately cease all ground-disturbing activities within a 33-foot radius of the discovery, notify the City Archaeologist, and allow time for the Archaeology Office to properly assess the materials.

Staff Report: Z-66-C-96-1

October 29, 2018

Page 7 of 7

**Writer**

Kaelee Wilson

October 29, 2018

**Team Leader**

Samantha Keating

**Exhibits**

Sketch Map

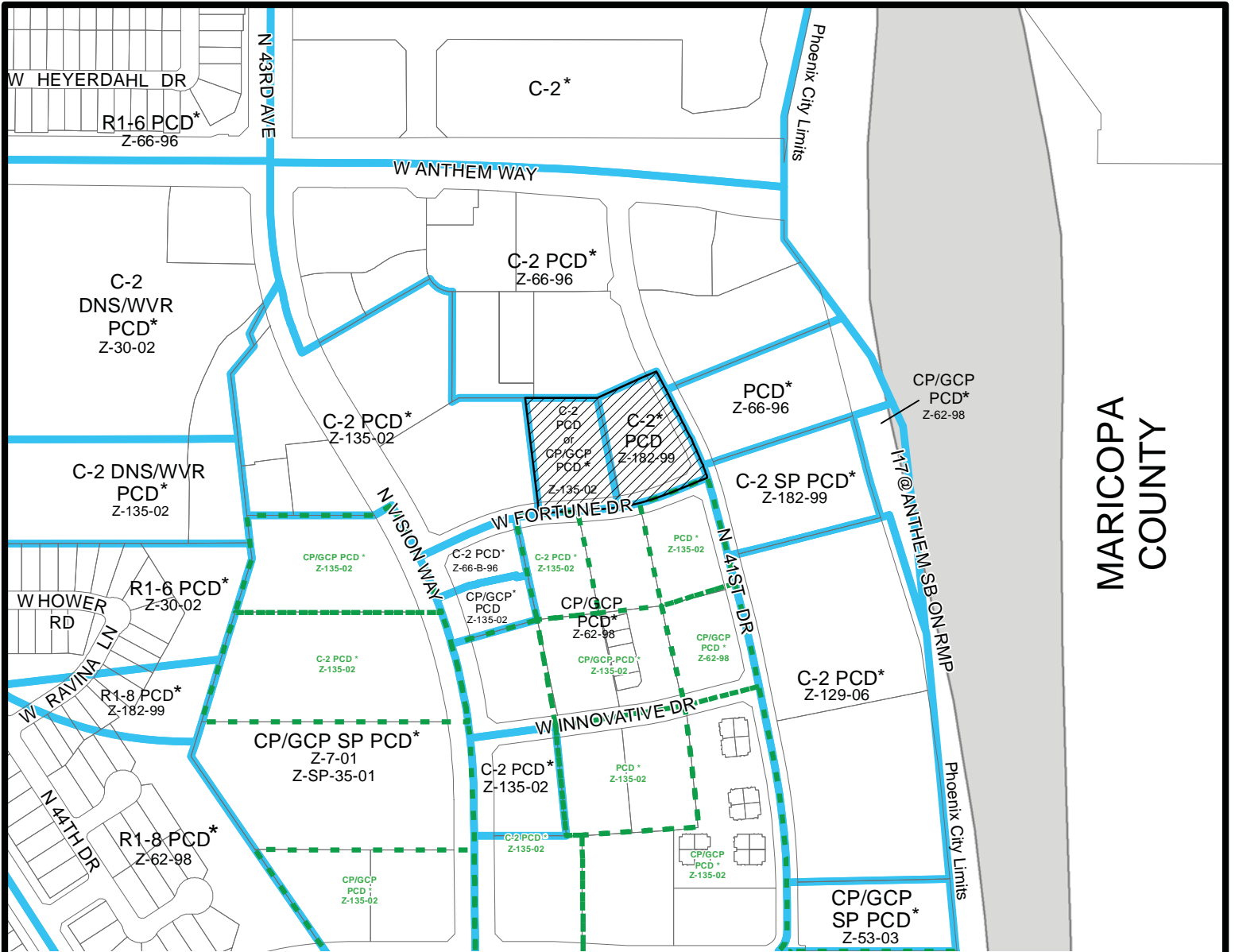
Aerial Map

Conceptual Site Plan, date stamped June 19, 2018 (1 page)

Conceptual Elevations, date stamped June 19, 2018 (1 page)

Community Correspondence (3 pages)

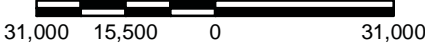




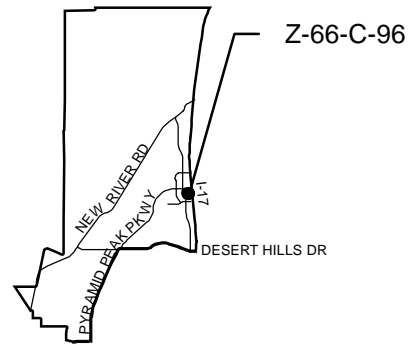
MARICOPA COUNTY



Feet

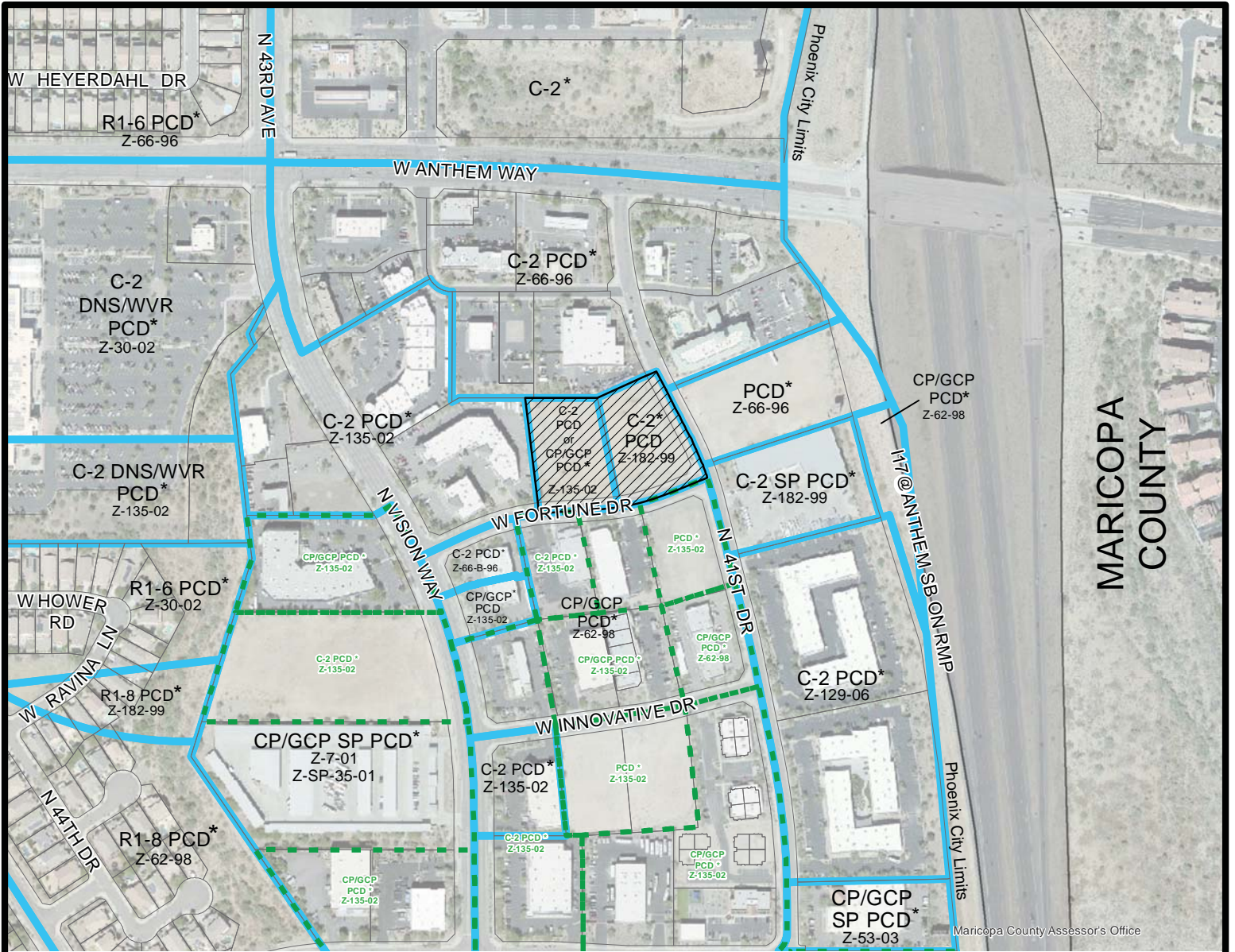


**RIO VISTA VILLAGE**  
CITY COUNCIL DISTRICT: 1



<b>APPLICANT'S NAME:</b> Nathan Anderson		<b>REQUESTED CHANGE:</b>	
<b>APPLICATION NO.</b> Z-66-C-96		<b>FROM:</b> C-2 or CP/GCP PCD (1.48 a.c.) C-2 PCD (1.59 a.c.)	
<b>DATE:</b> 9/6/2018		<b>TO:</b> C-2 HGT/WVR PCD (3.07 a.c.)	
<b>REVISION DATES:</b>			
<b>GROSS AREA INCLUDING 1/2 STREET AND ALLEY DEDICATION IS APPROX.</b>			
<b>3.07 Acres</b>			
<b>AERIAL PHOTO &amp; QUARTER SEC. NO.</b>		<b>ZONING MAP</b>	
<b>QS 68-19</b>		<b>U-6</b>	
<b>MULTIPLES PERMITTED</b>		<b>* UNITS P.R.D. OPTION</b>	
C-2 or CP/GCP PCD, C-2 PCD		27, N/A	
C-2 HGT/WVR PCD		53	
<b>CONVENTIONAL OPTION</b>			
21, N/A			
44			

\* Maximum Units Allowed with P.R.D. Bonus

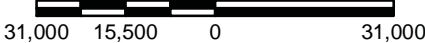


MARICOPA COUNTY

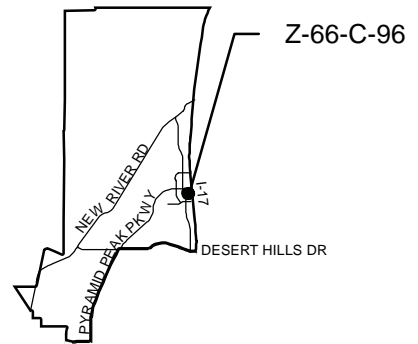
Maricopa County Assessor's Office



Feet



**RIO VISTA VILLAGE**  
CITY COUNCIL DISTRICT: 1



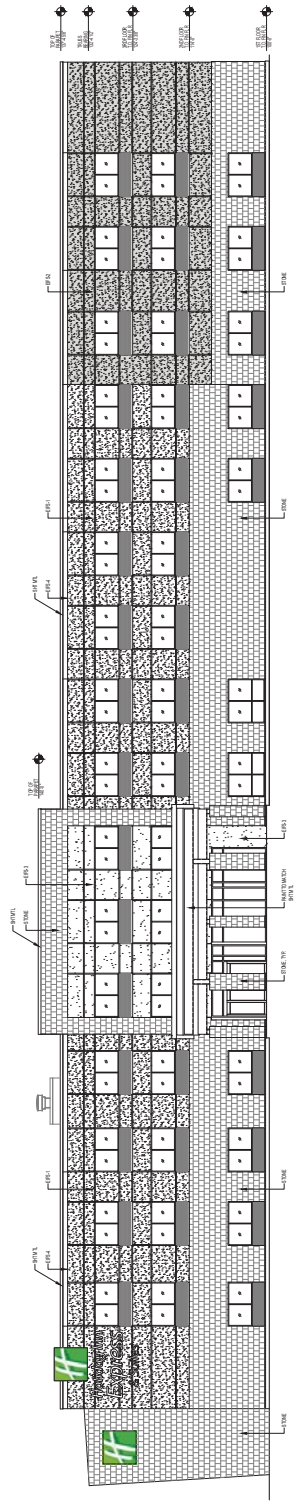
<b>APPLICANT'S NAME:</b> Nathan Anderson		<b>REQUESTED CHANGE:</b>	
<b>APPLICATION NO.</b> Z-66-C-96		<b>FROM:</b> C-2 or CP/GCP PCD (1.48 a.c.) C-2 PCD (1.59 a.c.)	
<b>DATE:</b> 9/6/2018		<b>TO:</b> C-2 HGT/WVR PCD (3.07 a.c.)	
<b>REVISION DATES:</b> 10/8/2018, 10/30/2018			
<b>GROSS AREA INCLUDING 1/2 STREET AND ALLEY DEDICATION IS APPROX.</b>		<b>AERIAL PHOTO &amp; QUARTER SEC. NO.</b>	
<b>3.07 Acres</b>		<b>ZONING MAP</b>	
<b>MULTIPLES PERMITTED</b>		<b>CONVENTIONAL OPTION</b>	
C-2 or CP/GCP PCD, C-2 PCD		21, N/A	
C-2 HGT/WVR PCD		44	
<b>* UNITS P.R.D. OPTION</b>		<b>* UNITS P.R.D. OPTION</b>	
C-2 HGT/WVR PCD		27, N/A	
C-2 HGT/WVR PCD		53	

\* Maximum Units Allowed with P.R.D. Bonus

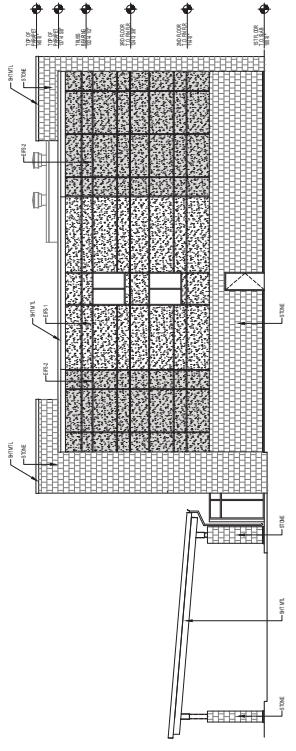


**EXTERIOR MATERIALS LEGEND**

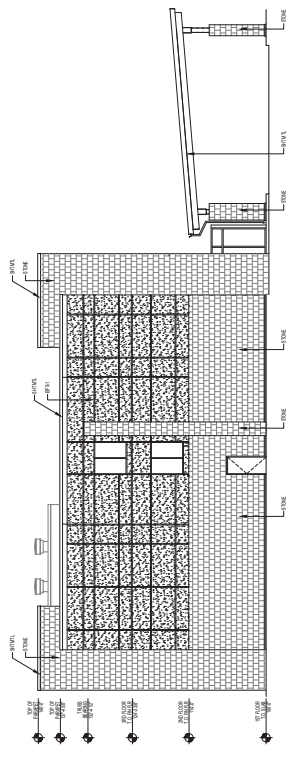
- FINISH: CONCRETE OF AMERICA, PEWEE BEIGE
- FINISH: SANDSTONE-H, 12X12
- ERS-1: FIELD COLOR (BROWN), SANDSTONE FINISH
- ERS-1: COLOR: SHERWIN WILLIAMS SW993 TOASTY
- ERS-2: FIELD ACCENT (RED), SANDSTONE FINISH
- ERS-2: COLOR: SHERWIN WILLIAMS SW749 JETRA
- ERS-3: ACCENT SANDSTONE FINISH
- ERS-3: COLOR: SHERWIN WILLIAMS SW7718 OAK OREK
- ERS-4: ROOF BANDING, SANDSTONE FINISH
- ERS-4: COLOR: SHERWIN WILLIAMS SW992
- ERS-5: LIGHTWEIGHT BESE
- FINISH: SHEET METAL, GRAMEL STOP TYPE COPING
- FINISH: PAC-CLAD CUSTOM FABRICATED ROOF EDGE
- FINISH: COLOR MATCH SHERWIN WILLIAMS SW992
- FINISH: LIGHTWEIGHT BESE



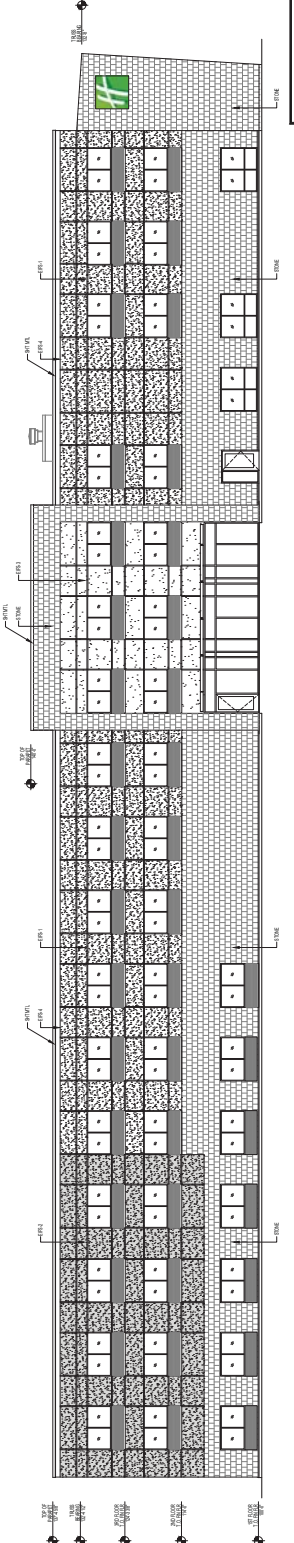
1 NORTH BUILDING ELEVATIONS (FRONT)  
SCALE 1/8" = 1'-0"



2 WEST BUILDING ELEVATIONS (RIGHT)  
SCALE 1/8" = 1'-0"



3 EAST BUILDING ELEVATIONS (LEFT)  
SCALE 1/8" = 1'-0"



4 SOUTH BUILDING ELEVATIONS (BACK)  
SCALE 1/8" = 1'-0"

CITY TRACKING NOS.	
K/A:	18-830
S/EV:	180047
N/A:	180126
P/RM#:	
SCAU#:	
MDPR:	020724

**EX-4** BUILDING ELEV

PROPOSED HOLIDAY INN EXPRESS  
4114 & 4124 W FORTUNE DR  
PHOENIX, ARIZONA



**CITY OF PHOENIX**  
JUN 19 2018  
Planning & Development  
Department

**From:** [Steve - Shelves](#)  
**To:** [Kaelee Wilson](#)  
**Cc:** [steve@slidingshelfdepot.com](mailto:steve@slidingshelfdepot.com)  
**Subject:** Opposition letter for removing the height restriction Holliday Inn Express Anthem  
**Date:** Thursday, October 04, 2018 10:36:10 AM

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To whom it may concern,

I would like to state my opposition to the proposed zoning changes to the property 4114 – 4124 W Fortune Drive which is being developed for the construction of a Holiday Inn Express (HIE)

I own Shelves That Slide INC which is located at 4125 W Fortune Drive. Our property is directly across Fortune Drive from the proposed site and will be at the rear of the proposed hotel. We were the only property owner represented at the Sept 24<sup>th</sup> meeting with the developer. We have several issues with the proposed change that we would like to state here

The proposed change in height will have a negative impact on our business as well as the other businesses in the area. The change is needed by the developer in order to get the number of rooms desired on to the lot. If the property is not large enough to build the desired structure another location should be found rather than changing the standards that the City of Phoenix has set for this and surrounding properties. It is not equitable to the other businesses in the area to make a change in the zoning after our buildings have been built. I am also concerned what a positive ruling on this case would mean for other vacant lots in the area including the lot directly east of our location. With the increased use of solar energy having structures of unequal height can mean the effectiveness of solar systems on surrounding buildings will be diminished

Anthem is a master planned community and as such there is a general use plan set for each property in the commerce park. There are two lots that have been designated for hotel / motel use. The first is the lot where the Hampton Inn is now located and the second is the vacant lot just south of the Hampton inn, that lot is currently for sale. If there is a need for another hotel in Anthem the lot that is designated for this use should be developed before another property's originally intended use is changed.

I would like to point out errors in the paperwork filed by LJA for AAZH LLC. The map provided shows that our property (4125 W Fortune) and the property to the west of us (4215 W Fortune) are both listed with a current use of office space and that is not correct. The use for our property is manufacturing. Our building is 14,000 sq feet with 11,000 of that being a production wood shop with a large dust collection system, two CNC machines and two spray booths. We have trucks coming in and out of our location throughout the day. The proposed hotel has a rear entrance / exit located directly across from our drive which could affect or be affected by our deliveries. The property next to us was originally a tire shop and now houses a service business that does HVAC, plumbing and electrical. That property is being leased and can change uses in the future. The office is only a small part of that building. The lot to the east of us which is the only other property directly across from the proposed site is currently vacant. That property is zoned cp/ccp as is ours and the property to our west so a use similar to ours is expected

There are no accommodations for large vehicle parking designated within the Holliday Inn Express property. It is quite probable that trucks or RV's with no place to park on property will end up parking on the street and this will cause traffic flow issues. The water retention also does not appear to be adequate. One water retention area with one dry well does not seem to be sufficient for over 2 ½ acres. We have 3 retention areas and one dry well on our 1 acre property. Currently the lot where HIE is proposed is below grade level of the surrounding area and much of the property floods during rains. If the property is filled in before construction begins it could easily cause flooding to the businesses in the area and could overwhelm existing water retention abilities

Anthem is a bedroom community with a master design. I ask that the original design intent and current zoning restrictions be followed

Thank you  
Steve Edling  
President  
Shelves That Slide INC  
4125 W Fortune Drive  
Phoenix, AZ 85086



## Village Planning Committee Meeting Summary

### Z-66-C-96-1

<b>Date of VPC Meeting</b>	February 12, 2019
<b>Request From</b>	C-2 or CP/GCP PCD (1.48 acres), C-2 PCD (1.59 acres)
<b>Request To</b>	C-2 HGT/WVR PCD (3.07) acres
<b>Proposed Use</b>	Height waiver to allow 3 stories and 40 feet
<b>Location</b>	Northwest corner of 41st Drive and Fortune Drive
<b>VPC Recommendation</b>	Approval, subject to stipulations
<b>VPC Vote</b>	4-1

#### **VPC DISCUSSION & RECOMMENDED STIPULATIONS:**

Kaelee Wilson, staff, gave a brief presentation regarding the height waiver request. She stated the hotel use is allowed in the underlying zoning districts and that the request is just for the proposed height. Ms. Wilson explained the proposed height is 40-feet, 3- stories.

Nate Anderson, applicant, gave a presentation regarding the request. He showed graphics of the outdoor amenity areas and explained the height won't have a negative impact on the surrounding properties. He explained they have support from the Anthem Community Council.

Loyd Nygaard asked about the access points to the hotel.

Max Sommacampagna asked if the Anthem Community Council issued the support letter at three stories in height.

There was some discussion about why a height waiver is warranted versus a height variance.

Ozzie Virgil asked about the CC&Rs on the property. Ms. Wilson explained the City does not enforce or review CC&RS.

The floor was open for public comment.

Steve Edling, resident, stated he owns the building across the street. He states that he didn't receive notification and that there are already two lots approved for a hotel use down the road. He said he is concerned about the traffic on 41<sup>st</sup> Avenue. He also states that the developer is going to have to change the CC&Rs.

Michael Storing, resident, had questions about how the height of the building will be measured given the property is currently a retention basin.

Judy Lorch asked the applicant if the other hotel site was considered.

**MOTION:** Loyd Nygaard made the motion to approve case Z-66-C-96-1, as recommended by staff

The motion was seconded by **Mr. Max Sommacampagna.**

**VOTE:** The motion was approved, 4-1 to approve Z-66-C-96-1. Yes- Loyd Nygaard, Judy Lorch, Max Sommacampagna, Steven Scharboneau. Nay- Ozzie Virgil.



## Attachment D

CITY OF PHOENIX  
PLANNING AND DEVELOPMENT DEPARTMENT

<b>FORM TO REQUEST PC to CC</b>			
<b>I HEREBY REQUEST THAT THE PC / CC HOLD A PUBLIC HEARING ON:</b>			
<b>APPLICATION NO/ LOCATION</b>	Z-66-C-96-1 NWC of 41 Drive and Fortune Drive	<i>(SIGNATURE ON ORIGINAL IN FILE)</i>	
		opposition	X
		applicant	
<b>APPEALED FROM:</b>	PC 03/07/19	Stephen Edling 623-780-2555	
	<small>PC/CC DATE</small>	<small>NAME / PHONE</small>	
<b>TO PC/CC HEARING</b>	CC 04/03/19	4125 West Fortune Drive Phoenix, AZ 85086	
	<small>DATE</small>	<small>STREET ADDRESS/CITY/STATE/ZIP</small>	
<b>REASON FOR REQUEST:</b> letter attached.			
<b>RECEIVED BY:</b>	DJ / AM	<b>RECEIVED ON:</b>	03/13/19

Alan Stephenson  
 Joshua Bednarek  
 Tricia Gomes  
 Christina Encinas  
 Stephanie Vasquez  
 Leah Swanton  
 Amanda Murrietta  
 Mark Newman  
 Applicant



City of Phoenix  
PLANNING AND DEVELOPMENT DEPARTMENT

CITY OF PHOENIX

MAR 13 2019

Planning & Development  
Department

The **PLANNING COMMISSION** agenda for **March 7, 2019** 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. **March 14, 2019**.

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., **March 14, 2019**.

- 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. **March 14, 2019**.

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. **March 21, 2019**.

FORM TO REQUEST CITY COUNCIL HEARING

I HEARBY REQUEST THAT THE CITY COUNCIL HOLD A PUBLIC HEARING:

2-66C-967  
APPLICATION NO.

NW CORNER 41ST DRIVE + FORTUNE DR  
LOCATION OF APPLICATION SITE

3/7/2019  
DATE APPEALED FROM

OPPOSITION  
 APPLICANT

KAELEE WILSON  
PLANNER  
(PLANNER TAKING THE APPEAL)

BY MY SIGNATURE BELOW, I ACKNOWLEDGE CITY COUNCIL APPEAL:

STEPHAN EDLITE - SHELVES THAT SUDO  
PRINTED NAME OF PERSON APPEALING

SIGNATURE

4125 W FORTUNE DR  
STREET ADDRESS

3/13/19  
DATE OF SIGNATURE

PHOENIX AZ 85086  
CITY, STATE & ZIP CODE

623-780-2555  
TELEPHONE NO.

REASON FOR REQUEST

I AM OPPOSED TO THE CHANGE IN HEIGHT, ZONING AND USE. 16 MONTHS CCAS IMPROPER PROCESS

APPEALS MUST BE FILED IN PERSON AT 200 WEST WASHINGTON, 2ND FLOOR, ZONING COUNTER



**\*\*\*REQUEST TO ADD-ON (SEE ATTACHED MEMO)\*\*\* Amend the Rules of Council Proceedings (Ordinance G-6580)**

Request to amend the Rules of Council Proceedings in response to the memo dated March 29, 2019, from Mayor Kate Gallego and Councilwoman Debra Stark, per Rule 2 (b) (**Attachment A**).

**Summary**

As described in the memo, it is recommended to amend the Rules of Council Proceedings as follows:

- Eliminate Rule 3(b).
- Amend Rule 8 to read "Citizen Comments will be heard for up to 30 minutes (unless extended by the Chair) before adjournment or recess of the formal meeting provided a quorum of the Council is present. Additional time for Citizen Comments may be allowed at the discretion of the presiding officer. Any member of the public may address the Council to comment on issues of interest or concern to them. Citizen Comments will be televised as part of the formal meeting. Members of the public will be given a maximum of three minutes each to address the Council. In compliance with the Arizona Open Meeting Law, the City Council cannot discuss or take formal action on any matter raised during Citizen Comments."

**Responsible Department**

This item is submitted by the City Manager's Office.



**City of Phoenix**

**To:** Ed Zuercher, City Manager **Date:** March 29, 2019  
**From:** Mayor Kate Gallego, Councilmember Debra Stark, District 3  
**Subject:** Add On Item to April 3, 2019 Formal City Council Meeting

The Office of the Mayor and the Phoenix City Council welcome public engagement in a variety of ways: over the phone, in writing, and in person through conversations at meetings and public events, among others.

Public comment at City Council meetings can be presented in one of two ways:

The public may request to address the Council regarding an agenda item by submitting a yellow Request to Speak card at the meeting, and in addition to topics on the agenda, the Mayor may allow Citizen Comment on other topics.

This memo requests an item be added to the April 3, 2019 Formal Agenda for Council consideration for Citizen Comment to be heard after all agenda items, before adjournment or recess provided a quorum of the Council is present.

Thank you for your attention to this matter.