

Attachment E - Opposition Support



3450 N. 3rd Street
Phoenix, Arizona 85012-2331

November 16, 2018

Central Village Planning Committee
1817 N. 7th St.
Phoenix, AZ 85006

Re: 1407 S. 9th Ave. Phoenix, AZ 85007

Dear Central Village Planning Committee Members,

As the neighbor closest to the proposed "Geriatric Psychiatric Inpatient Hospital" located North of our property, we are contacting you to formally object to the zoning application for this project. Our objection is based on the facts outlined below related to access, design layout and impact. The campus we own and operate directly south of the building in question houses our Crisis Recovery Units and Methadone/Intensive Outpatient Clinic. These facilities serve a vital purpose to the community at large and ease of access to them is imperative for ambulances, clients and transportation drivers who bring clients in for treatment. The proposed operation of a large-scale facility in such close proximity would greatly impact our ability to operate and provide services.

The property at 1409 South 9th Avenue from our perspective does not have adequate parking and it has been vacant for years for this very reason. With the recent request from SRV Holdings INC for a Reciprocal Access and Parking Easement (which we declined) supports our theory that there is not enough parking on this parcel. We also find it interesting that this project is presented as a "Hospital" which coincidentally requires far less parking than any other structure.

According to the City of Phoenix, a hospital is defined as: An institution which is licensed by the State of Arizona to provide in-patient and out-patient medical care, diagnosis, treatment or major surgical services for persons suffering from illness, injury or deformity or for the rendering of obstetrical or other professional medical care. A hospital may include such related facilities as laboratories, medical testing services, central service facilities, staff offices and volunteer community blood centers (non-profit only). The term "hospital" shall not be construed to include the office of a physician or practitioner. (For purposes of the definition "nursing care" shall not be construed to be "professional medical care.").

Please note that we are extremely concerned that our limited existing parking areas will be used by staff, visitor deliveries, service vehicles and emergency vehicles for this proposed "hospital".

While preliminary drawings show that the main access will be from 9th Avenue through a residential neighborhood, there is no consideration given to the fact that most visitors going to the proposed property would access it via 7th Avenue. All map and GPS searches done to this address from most major cities in the Phoenix Metro Area suggest access from 7th Avenue. The issue with this route of access is that it adds additional traffic to an already congested access point between our campus and the Phoenix Urban League. This is the main access to our property, utilized by emergency vehicles when needed in addition to



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all our employees and clients. Additional traffic that would be routed onto this access point could create safety hazards for pedestrians accessing our campus from the parking lot on the west side of our property.

Recently, the access gate to our property and the proposed facility via 8th Ave. was closed off by a new owner. This means that traffic to and from the proposed facility will be even more encouraged to utilize 7th Ave. as a means of arriving and departing from the proposed facility. There appears to be no plan of marking the access to the proposed facility as being from 9th Ave. in the way of signage. With no means of directing traffic to the designated area, we will almost certainly experience a surge in traffic and parking in error, vehicles attempting to access the proposed facility from the back side and deliveries/service/emergency vehicles in our parking lot and access ways. This may put our staff and clients in danger and will definitely equate to additional expense regarding wear and tear of the driveway, which falls directly on our company.

The proposed location of the dumpster for this facility would indicate based on orientation that it would be accessed from our site. We have not been approached to approve this access nor could we do so in good conscience because of the security strain it would place on access for our staff and clients. If this proposal was approved, we would be forced to pay out of pocket for a barrier to prevent access/egress at this location. In addition, for security needs we would be forced to relocate our wrought-iron fence to encompass our parking area. This would be a huge unplanned expense to our company.

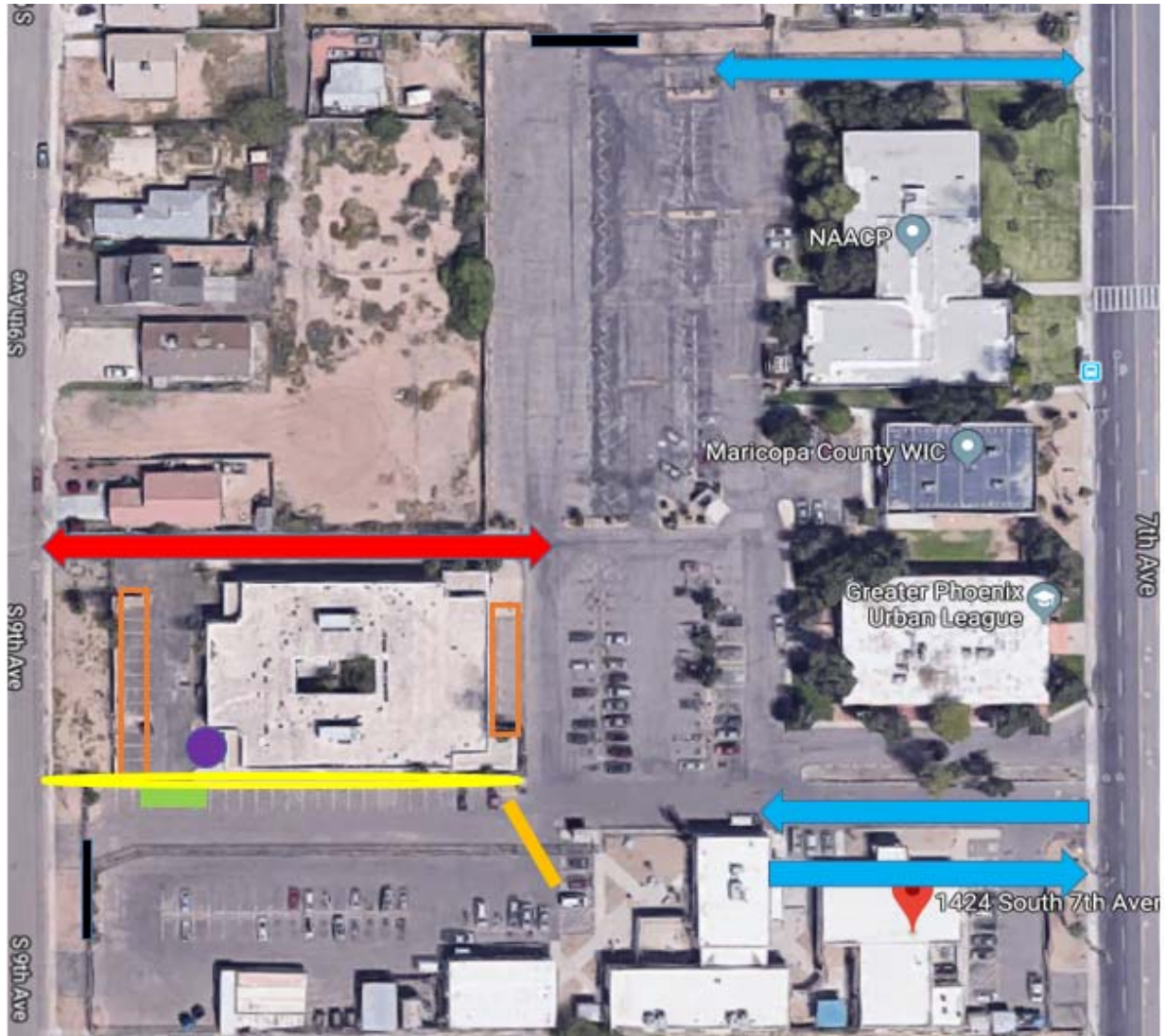
It is our sincere hope and continued goal to serve the community. Our ability to do so would be greatly impacted by the proposed facility creating access, safety issues and additional expenses for our campus. We would encourage the Central Village Planning committee to review the information above and below when considering the zoning application. The impact upon our business, clients and ability to provide services to the community would be hindered by its approval.

Should you have any questions please do not hesitate to contact me at (602) 285-4279 or mikef@sbhservices.org.

Best Regards,

Michael Fett, CPA
Chief Financial Officer

CC: Elyse DiMartino



Orange = Where will staff, visitors, deliveries service vehicles and medical vehicles park?

Red = New entrance for public access off of 9th Avenue. It is highly unlikely that folks will use the access off 9th Avenue when mapping will guide them to our 7th Avenue property, using our driveway.

Blue = Existing entrance/exits. Additional traffic presents safety concerns and maintenance/repair costs.

Purple = New dumpster is scheduled here. Access from our property appears to be required for this.

Green = Access to the dumpster will not be allowed via our property as we are planning to close off access and secure our parking area. An expense we will incur.

Yellow = Possible relocation of our existing *wrought iron* fence to move north towards our property line for security. This will be a significant expense that we had not planned for.

Gold = Relocate our rolling gate to secure our parking lot. Again, an unplanned additional expense.



December 4, 2018

Elyse DiMartino, Planner II
City of Phoenix
Planning and Development Department
200 W. Washington Street, 3rd Floor
Phoenix, AZ 85003

Re: Support for Approval of Rezoning Case Z-65-18-8

Ms. DiMartino:

Maricopa Integrated Health System (MIHS) owns property located at 1407 South 9th Avenue in the City of Phoenix. This property is the subject of a rezoning application (Z-65-18-8) to rezone the property from R-3 to C-2. We support this application and ask the City to approve it.

MIHS operated a health clinic on this site for several decades, but the site has been vacant for over ten years. We are in escrow to sell the property to S.R.V. Holdings, Inc. (S.R.V.), who proposes to use the property for a geriatric psychiatric hospital. This project would be an asset to the community by revitalizing the vacant property and repurposing the existing building.

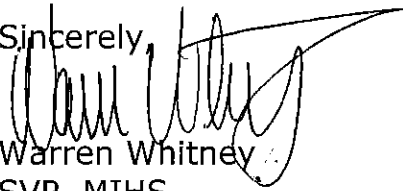
As a government entity, MIHS is not subject to zoning and was able to operate a medical use despite the R-3 zone. This property is not marketable for residential use. By releasing the asset to the private sector, to reactivate a medical use, a zone change to C-2 is required. We understand the City took a similar approach when it rezoned an adjacent property at 1250 South 7th Avenue to C-2 before selling to a private entity earlier this year. The Southwest Behavioral & Health Services (SBHS) property to the south of the project is also zoned C-2.

SBHS recently submitted a letter to the City, and issues raised in that letter about parking and access are inconsistent with long accepted use of the property. The SBHS property is located immediately south of the project. Both properties are part of a cluster of health and human services uses that are

connected by driveways and parking lots between 7th Avenue and 9th Avenue. In 1978, SBHS (through a predecessor entity), the City, the County, and the Urban League entered an agreement to develop this cluster according to a common plan with joint use of parking and ingress/egress points. That agreement is Attachment A. The agreement expired after 25 years, but the property owners have continued to jointly use parking spaces and ingress/egress to the street.

Several potential buyers, including SBHS, have discussed this property with us, but we had not been able to sell the property and it remained underutilized. We believe that selling this property to S.R.V. for its proposed specialty hospital use is in the community's best interest. We ask the City to approve the rezoning application to allow this project to move forward.

Sincerely,



Warren Whitney
SVP, MIHS

Enclosure

EASEMENT46204
MI 12711 220
MIG. AGR

AND 18875

AGREEMENT

This Easement and Agreement, after this called Agreement, is made between Maricopa County, a territorial subdivision of the State of Arizona, after this called "County;" and the City of Phoenix, a municipal corporation located in Maricopa County, Arizona, after this called "City;" and Phoenix South Community Mental Health Center, Inc., a non-profit corporation, after this called "Phoenix South;" and Urban Investors, a limited partnership, after this called "Urban;" and Phoenix Urban League, an Arizona corporation, after this called "League."

County intends to acquire by purchase or condemnation the real property located in the City of Phoenix, Maricopa County, State of Arizona, which is described as Parcel One of Exhibit A, which exhibit is attached to this Agreement and by reference made a part of it.

City owns the real property located in the City of Phoenix, County of Maricopa, State of Arizona, which is described as Parcel Two of Exhibit A. Phoenix South owns the real property which is described as Parcel Three of Exhibit A. Urban owns the real property described as Parcel Four of Exhibit A. League leases from Urban the property described as Parcel Four of Exhibit "A", pursuant to an agreement dated September 5, 1973, recorded in Docket 10594, Page 582, office of the Maricopa County Recorder. Parcel Three is subject to two deeds of Trust and Assignments of Rents, both in favor of the Arizona Bank, an Arizona corporation, as trustee, both dated October 8, 1976, the first recorded in the office of the Maricopa County Recorder, in Docket 11915, at Page 870, and the second recorded in the office of the Maricopa County Recorder, in Docket 11915, at Page 874.

I do hereby certify that the within named instrument was recorded at request of MARICOPA CO. BD. OF SUPERVISORS
 FEB 10 1978 - 1136 Docket 12711 220 - 238 Records of Maricopa Co., Arizona
 WITNESS my hand and official seal the day and year aforesaid
 TOM FREESTONE, Maricopa County Recorder, By Classy Dingo Deputy n.c.

MI 12711P 221

Parcel Four is subject to a mortgage in favor of Western Savings and Loan Association as Mortgagee dated March 14, 1975, recorded March 25, 1975, in the office of the Maricopa County Recorder in Docket 11087, Page 416. This Agreement is made subject to the consent of the Mortgagees and the subordination of their respective encumbrances to the easements created in this Agreement.

All of the parcels described in Exhibit A lie in a body located generally between Seventh Avenue and Ninth Avenue, south of Yuma Road and north of Pima Avenue.

County intends to use Parcel One for the purpose of constructing a public health clinic to provide medical services. The other parties use their respective parcels for the purpose of providing diverse services, including other related health services.

The parties to this Agreement desire to develop their respective parcels according to a common plan so that parking areas of every parcel are available for use by persons having business at every other parcel, and the grades and contours of the parcels are maintained according to a common plan for ingress and egress and for drainage of surface waters. The purpose of this Agreement is to provide for the development and use of the parcels according to the plan described in this paragraph, and to create a covenant between the parties which shall run with the ownership of the parcels described in Exhibit A and be binding upon and inure to the benefit of any person succeeding to the interest of any party in its respective parcel, subject to the exception set forth below.

Attached to this Agreement as Exhibit B and by reference incorporated in the Agreement is a certain site development plan, after this called "the plan," prepared at the request of County by Henningson, Durham, and Richardson, Architects. The plan describes the improvements necessary to develop the parties' parcels in the manner necessary to accomplish the purpose of this Agreement. The site development plan deals

OK 12711 222

with that area which is illustrated in a plot by Henningson, Durham and Richardson, Architects, entitled "Human Services Mall-Proposed Site and Parking Plan," which is attached to this Agreement as Exhibit C and by reference incorporated in the Agreement.

County agrees to develop and improve all parcels according to the requirements of the plan which is necessary in order to provide adequate parking space in the public interest for the users of the county health clinic. Every other party agrees to permit County to enter upon said party's parcel for the purpose of making such improvements. County shall hold each such party harmless from the claims of third persons arising from County's acts in constructing the improvements in question. For the construction of said improvements County shall engage one or more contractors licensed by the Arizona Registrar of Contractors to perform or contract to perform the construction required by the provisions of the plan. County and the contractors shall execute agreements in the form usual and customary for construction contracts of such type. The remaining parties to the Agreement shall be named as third party beneficiaries of such agreements.

In consideration of the mutual covenants and reciprocal grants of easement contained in this Agreement, each party hereby grants to every other party an easement for a term of twenty-five years to use for the public parking purposes described in this Agreement those portions of such party's parcel designated for such purposes in the plan. During the term of the easements any person having lawful business with any party to this Agreement may use for parking purposes any portion of any party's parcel described in the plan for the purpose of public parking. Such use for parking purposes shall be limited to parking automobiles, light trucks, two- and three-wheeled vehicles, and vehicles specially designed for transportation of the sick or physically handicapped, for the period of time reasonably necessary for the operator or occupant of such vehicle to conduct his or her business.

DKT 12711PG 223

Each party shall maintain its respective parcel so that those portions of such parcel improved for the purpose of public parking according to the plan are at all times fit for such purpose and free from conditions hazardous to persons or property. The standard of care for such maintenance shall be that of due care in the circumstances. It is the intention of the parties that the sole rights created by the provisions of this paragraph shall be the rights of each party to have the designated portion of every parcel available for its use for public parking purposes during the term of this Agreement. No person other than the parties to this Agreement and their respective successors and assigns shall have any legal rights arising out of the provision of this Agreement. Each party shall hold every other party harmless from the claims of third persons arising out of each party's failure or alleged failure to maintain its respective parcel in a condition safe for the purposes of this Agreement.

Notwithstanding the provision above making this Agreement binding on successors in interest of the parties herein, Phoenix South retains the right to terminate its participation in this easement and agreement if either its real property including the parking facilities are sold to a bona fide purchaser for value or it requires the parking area for expansion of its facility, which expansion has a value of \$100,000.00 or greater. Should a sale be consummated, within 90 days from the close of the escrow the purchaser has an election to continue the Agreement or to terminate it. Termination shall be initiated by recording a Notice of Termination in the office of the Maricopa County Recorder and serving a copy thereof on the parties to this Agreement by certified mail at their respective mailing address as contained in this Agreement. Upon recordation and notice, as set forth herein, the Agreement shall be terminated as to Phoenix South's participation on the 90th day after recordation of the Notice of Termination.

OK 12711PS 224

In the event that Phoenix South executes a contract for the construction of improvements or for expansion having a value of \$100,000.00 or more upon those portions of its parcel designated for parking purposes in Exhibit C, it may terminate its participation in this easement agreement in the manner provided for termination in the paragraph immediately preceding this paragraph.

The parking area belonging to Phoenix South which is to be subject to the cross easement is outlined in ink on Exhibit C, which is attached. The parties agree that the five spaces adjacent to the buildings which are currently reserved for the handicapped shall not be subject to this easement. The two spaces along the east portion of the parking area, on which a trash dumpster now rests shall also be excluded from this easement, as reflected on the attached Exhibit C.

The parties agree that item 15 of Exhibit B is hereby amended to restripe Phoenix South's parking lot to 113 spaces rather than 115.

In the event that County fails to enter into an agreement or commence an action in condemnation for the purpose of acquiring title to Parcel One on or before July 1, 1978, this Agreement shall be of no force and effect.

As between County and City this Agreement shall be an intergovernmental agreement made pursuant to the provisions of Section 11-952, Arizona Revised Statutes. In making said Agreement, County and City are exercising powers conferred upon one or the other of them by the provisions of Sections 11-251, 11-291, 11-292, 11-306, 36-192, 36-190, 9-240, 9-281, and 9-283, Arizona Revised Statutes, and the following sections of the City's Charter: Chapter 2, Sections 2(a) and 2(1).

County and City are political subdivisions of the State of Arizona, whose powers to contract are limited by the provisions of Section 42-303, Arizona Revised Statutes. For the purpose of complying with that section, the parties

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agree that the remedies for the breach of this Agreement by County or City shall be limited to the termination of all rights conferred upon such party by the provisions of the Agreement. As to any other breach of this Agreement, each party shall have all remedies provided by law in such cases, including but not limited to actions for injunctions to enforce the provisions of this Agreement and damages for the breach thereof.

All notices required to be given to any party by the terms of this Agreement shall be given by delivering or mailing such notices, postage prepaid, to County at the office of the County Manager, 111 South Third Avenue, Phoenix, Arizona 85003, to the City at the office of the City Manager, 251 West Washington, Phoenix, Arizona 85003, to Phoenix South at the office of the Director, 1424 South 7th Avenue, Phoenix, Arizona 85007, to Urban at the office of John D. Ratliff, General Partner, 6710 East Camelback, Suite 216, Scottsdale, Arizona 85251, and to League at the office of the Director, 1402 South 7th Avenue, Phoenix, Arizona 85007.

This Agreement shall take effect after it has been executed by the parties and a copy approved as to form by the attorneys of County and City has been filed in the office of the Maricopa County Recorder.

All expenditures required to be made by County in the performance of this Agreement shall be made from the proceeds of the sale of bonds authorized by the voters on September 12, 1972, in an election held pursuant to the provisions of Title 35, Chapter 3, Article 3, Arizona Revised Statutes.

This Agreement contains all the agreements between the parties.

ATTEST:

[Signature]
Clerk of the Board

ATTEST:

[Signature]
City Clerk

RECOMMENDED BY:

[Signature]
Human Resources Director

MARICOPA COUNTY

BY *[Signature]*
Chairman, Board of Supervisors

CITY OF PHOENIX

BY *[Signature]*
City Manager or Community
Services Manager

APPROVED AS TO FORM:

[Signature]
-6-
Acting City Attorney

OXI 12711PS 226

ATTEST:

PHOENIX SOUTH COMMUNITY MENTAL
HEALTH CENTER, INC.

Amelia C. Tucker

BY Shannon Randall, PRESIDENT
Director

ATTEST:

URBAN INVESTORS

Katherine F. Grauer

BY John O. Ratzoff
General Partner

ATTEST:

URBAN LEAGUE

Barbara J. Callahan

BY James P. Brown
Director

DX 12711PG 227

Legal description of the four parcels involved in the transaction.

PARCEL ONE (to be acquired by Maricopa County)

The west half of the north half of Lot 3, Greenhaws Subdivision, Section 18, Township 1 north, Range 3 east. Assessor's Parcel Number 105-1-77A.

PARCEL TWO (owned by City of Phoenix-LEAP)

The east 356.4 feet of lot two (2), in Greenhaw's Subdivision, per map recorded in Book 1, Page 1 of Maps, in the office of the County Recorder of Maricopa County, EXCEPT any part thereof lying within the west 237.6 feet of Lot 2; and EXCEPT the east 7 feet thereof, together with the tenements, hereditaments and appurtenances whatsoever to the same belonging or in anywise appertaining.

PARCEL THREE (owned by Phoenix South)

The south half of Lot 3, Greenhaw's Subdivision, according to Book 1 of Maps, Page 1, records of Maricopa County, Arizona.

PARCEL FOUR (owned by Urban)

The east half of the north half of Lot 3, Greenhaw's Subdivision, according to Book 1 of Maps, Page 1, records of Maricopa County, Arizona.

EXHIBIT A

EXHIBIT B

DKT 12711PS 228

HENNINGSON, DURHAM & RICHARDSON

ARCHITECTURE • ENGINEERING • PLANNING • SYSTEMS • ECOSCIENCES

Suite 1222
 100 West Clarendon
 Phoenix, Arizona 85013
 August 15, 1977

Mr. Rex James
 Maricopa County Health Services
 1825 E. Roosevelt
 Phoenix, Arizona, 85006

Dear Rex:

As per your request, I submit the following as a narrative of items to be performed on the parking lot areas at the Leap and Urban League Buildings:

1. Remove approximately 70 L.F. of sidewalk running straight west from curb line behind Leap.
2. Remove 4 wing walks attached to item above.
3. Remove approximately 60 L.F. of curb around Palm trees at Southwest corner of Leap Parking Lot.
4. Remove approximately 400 L.F. curb around grass area at northwest corner and along west boundary.
5. Remove approximately 160 L.F. curb between Leap and Urban League Parking areas.
6. Relocate seven Palm trees in Leap Parking area.
7. Relocate one light pole in Leap Parking area.
8. Install catch basin in northwest corner of Leap Parking and run an underground drain to the city storm sewer in 7th Ave. to help relieve storm water ponding in that area.
9. Regrade and repave majority of paved parking behind Leap for a total of 151 parking spaces.
10. Restrip parking area behind Leap.
11. Strip and develop parking area for 26 spaces on the south side of Leap.
12. Remove approximately 370 L.F. curb behind Urban League.
13. Regrade, repave and restripe parking area behind Urban League for 58 spaces.

ATLANTA • CHARLOTTE • CHICAGO • DALLAS • DENVER • MIAMI • LOS ANGELES • MINNEAPOLIS • NEW ORLEANS • NORFOLK, VA. • OMAHA
 PENSACOLA • PHOENIX • SANTA BARBARA • SEATTLE • WASHINGTON, D.C.

1977

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Page 2
Mr. Rex James
August 15, 1977

14. Install catch basin in northeast corner of County Clinic property to run an underground storm sewer line to City Storm Sewer in 7th Ave. This line will run along north side of Urban League Building.
15. Restrip the South Phoenix Mental Health Parking Lot for 115 spaces.
16. Relocate the north curb cut entrance of South Phoenix Mental Health Parking Lot by moving it approximately 35' north.

With the above and a print of the plan, I believe those interested will understand the scope of work.

If you have any questions, please contact us.

Yours very truly,

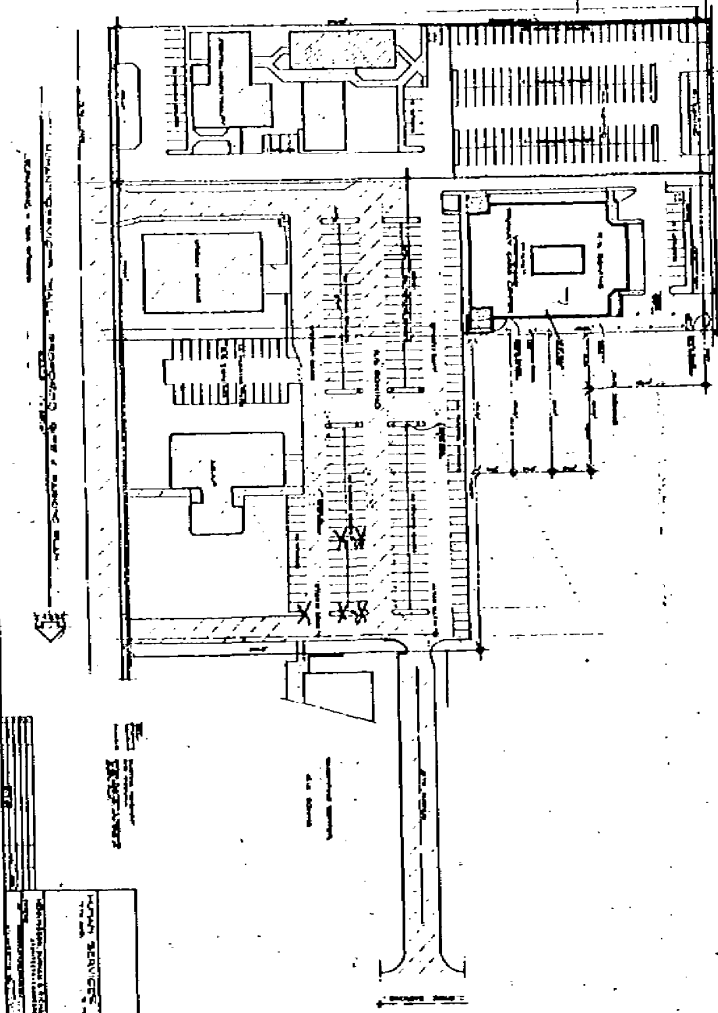
HENNINGSON, DURHAM & RICHARDSON, INC. OF ARIZONA.

J. Robert Kahl
J. Robert Kahl, Project Architect.

JRK/rn
Enc.

ME 12711P 230

EXHIBIT C



DATE	12/11/78	
BY	ME 12711P	
PROJECT	ME 12711P	
DESCRIPTION	ME 12711P	
REVISIONS		
NO.	DATE	DESCRIPTION
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