

Tempe City Council

Harry E. Mitchell Government Center
Tempe City Hall – City Council Chambers
31 East Fifth Street, Tempe, Arizona
Virtual meeting option also available
Thursday, September 5, 2024 – 6:00 PM



REGULAR COUNCIL MEETING AGENDA

Members of the City Council may attend virtually or by electronic means.

Legal Advice: If necessary, the City Council may vote to recess or adjourn to executive session for the purpose of obtaining legal advice from the Council's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03(A)(3).

Visit www.tempe.gov/CouncilMeetingInfo for public viewing and attendance information.

Council meetings can be watched in real time via Cox Cable Channel 11 and at www.tempe.gov/tempe11. Members of the public may also attend the meeting virtually through Microsoft Teams by clicking [here](#).

Teams Meeting ID: 279 538 232 687

Passcode: se4WMc

Or call in (audio only): 480-498-8745

Phone Conference ID: 986 076 874#

Native Land Acknowledgement Statement: We wish to acknowledge that Tempe is the homeland of the Native people who have inhabited this landscape since time immemorial. These ancestral lands of the O'odham (known as the Pima), Piipaash (known as the Maricopa), and their ancestors extend far beyond our city. This land continues to be spiritually connected to the O'odham of the Salt River Pima-Maricopa Indian Community and Gila River Indian Community. We accept the responsibility of stewarding those places and solemnly pledge to consider this commitment in every action.

- 1. CALL TO ORDER**
- 2. MOMENT OF SILENCE**
- 3. PLEDGE OF ALLEGIANCE**
- 4. MEETING MINUTES – Councilmember Keating**
 - 4A. Approval of City Council Meeting Minutes**
 - 4A1. City Council Work Study Session – August 26, 2024**

- 4A2.** Tempe City Council and Tempe Coalition for Affordable Housing Board ("The Affiliate") Joint Meeting – June 20, 2023

4B. Acceptance of Board, Commission, and Committee Meeting Minutes

- 4B1.** Development Review Commission Regular Meeting - August 13, 2024
- 4B2.** Development Review Commission Study Session - August 13, 2024
- 4B3.** Joint Meeting of the Neighborhood Advisory Commission and Sustainability and Resilience Commission - June 5, 2024
- 4B4.** Neighborhood Advisory Commission - April 3, 2024, and May 1, 2024
- 4B5.** Parks, Recreation, Golf and Double Butte Cemetery Advisory Board - June 26, 2024
- 4B6.** Rio Salado Enhanced Services Commission - April 16, 2024

5. REPORTS AND ANNOUNCEMENTS

5A. Mayor's Reports and Announcements

- 5A1.** Ovarian Cancer Awareness Month Proclamation

5B. City Manager's Reports and Announcements

6. PUBLIC APPEARANCES

According to the Arizona Open Meeting Law, the City Council may only discuss matters listed elsewhere on this agenda for discussion and legal action. The purpose of the open call to the public (Public Appearances) is to allow individuals to address the City Council on any issue within the jurisdiction of the City Council. No person shall speak more than once and there is a limit of three (3) minutes per speaker. Speakers present at the podium must state their name and city of residence and provide a speaker card. Members of the public shall refrain from making personal, impertinent, or slanderous remarks and from becoming boisterous while addressing

the City Council or while attending the meeting.

Speaker cards may also be filled out via the City's website at www.tempe.gov/clerk no later than 2 p.m. the day of the meeting. For those appearing virtually, a speaker card must be filled out no later than 2 p.m. the day of the meeting in order to appear. Speakers will be taken first come, first serve in the order in which the cards are received. Speakers choosing to not appear in person or virtually may provide their written comments to Council prior to the meeting for their review. Speaker's visual aids, and appearances by phone or recordings are not allowed.

Councilmembers are prohibited by State law from taking action on, commenting, or discussing a matter raised by a member of the public, even if asked to do so by a member of the public, so long as the subject discussed by the speaker is not listed as a specific agenda item for Council's consideration for discussion and legal action. At the conclusion of Public Appearances, the Council may ask the City Manager to review a matter or place a matter on a future agenda.

If you require reasonable accommodation under the Americans with Disabilities Act of 1990, please speak to a staff member of the City Clerk's Office at least seventy-two (72) hours prior to the scheduled meeting.

7. CONSENT AGENDA

All items listed on the Consent Agenda will be considered as a group and will be enacted with one motion by the City Council unless an item is removed for separate consideration. Members of the public may remove public hearing items for separate consideration. Public hearing items are designated as "PUBLIC HEARING ITEM" at the beginning of the item title. Councilmembers may remove any item for separate consideration or to declare a conflict of interest. If a Councilmember would like to declare a conflict at this time, the City Clerk will provide the Councilmember with a disclosure form: <https://www.tempe.gov/home/showdocument?id=50186>

7A. Miscellaneous Items

- 7A1.** Designate Greg Ruiz, Interim Chief Deputy City Manager, to exercise the powers and perform the duties of City Manager during Rosa Inchausti's temporary absence or disability. Greg Ruiz will be designated Acting City Manager until City Manager Inchausti shall return or her disability shall cease.

Fiscal Impact: None.

- 7A2.** Authorize the City Manager to execute the fiscal year July 1, 2024 – June 30, 2025 (FY2025) contract with the Greater Phoenix Economic Council for regional marketing and business attraction services in the amount of \$95,102.00.

Fiscal Impact: Sufficient funding for the Greater Phoenix Economic Council (GPEC) contract has been appropriated in General Fund cost center 1232 (Economic Development), account 7099.

- 7A3.** PUBLIC HEARING ITEM Hold a public hearing to recommend the approval of a Series 07 Beer and Wine Bar Liquor License for Waide & Company LLC, dba Brick Road Coffee, located at 4415 South Rural Road #10, Tempe, AZ 85282.

Fiscal Impact: No fiscal impact.

7B. Award of Bids/Contracts

- 7B1.** Approve one-year contract renewals with Apache Sands Towing, Artistic Land Management, Spray Systems Environmental, Skunky's Junk Removal, and Lion Eye Designs to provide nuisance abatement services for the Community Development Department.

Fiscal Impact: The total cost of the contracts will not exceed \$150,000. Sufficient funds have been appropriated in the General Fund, Cost Center 2727 (Code Compliance), for anticipated expenditures during the current fiscal year and next fiscal year, contingent upon City Council approval of the City's annual budget.

- 7B2.** Approve an increase to the contract amount with Hawk Contracting, LLC, for the fabrication, supply, and installation of various signs used for City Parks.

Fiscal Impact: The total cost of this contract will increase by \$75,000 from an originally approved amount of \$99,999 to an adjusted value of \$174,999. Sufficient funds have been appropriated in the Park Improvement/Recreation Capital Improvement Program (CIP), Projects 6709829 (Library Landscape + Irrigation Implementation) and 6308169 (Park Infrastructure) for anticipated expenditures

during the current fiscal year and next fiscal year, contingent upon City Council approval of the City's annual budget.

- 7B3.** Approve the utilization of a one-year City of Phoenix cooperative contract with FSL Home Improvements, Inc. to provide residential energy efficiency retrofit services to Tempe residents living in mobile home communities.

Fiscal Impact: The total cost of this one-year contract shall not exceed \$314,106. Sufficient funds are included in the General Fund, Cost Center 3152 (Sustainability+Resilience) and the Energy Efficiency and Renewable Energy Federal Grant Contingency (CIP #6709867), for expenditures in the current fiscal year and next fiscal year, contingent upon City Council approval of the City's annual budget.

- 7B4.** Approve the utilization of a National Association of State Procurement Officials Value Point cooperative contract with Vehicle Services Group for the purchase of five (5) heavy duty vehicle lifting systems for the East Valley Bus Operations and Maintenance Facility.

Fiscal Impact: The total cost of the contract will not exceed \$295,000. Sufficient funds have been appropriated in the General Fund, Cost Center 1971 (Information Technology Administration), for anticipated expenditures during the current fiscal year and future fiscal years, contingent upon City Council approval of the City's annual budget.

- 7B5.** Approve the utilization of an eleven-month City of Scottsdale cooperative contract with Ancon Service Company to provide supplemental cleaning and maintenance services for sewer and stormwater infrastructure.

Fiscal Impact: The total cost of this contract will not exceed \$200,000. Sufficient funds have been appropriated in the Water and

Wastewater Fund, Cost Centers 3033 (Wastewater Collection System), and Cost Center 3035 (Wastewater Field Facilities) for anticipated expenditures during the current fiscal year and next fiscal year, contingent upon City Council approval of the City's annual budget.

- 7B6.** Approve the utilization of eighteen-month City of Mesa cooperative contracts with Duramax Holdings LLC., Schaefer Systems International, Inc., dba SSI Schaefer, and Tank Holding Corporation for the purchase of residential refuse and recycling containers.

Fiscal Impact: The total cost of the contract will not exceed \$900,000. Sufficient funds have been appropriated in the Solid Waste Fund, Cost Center 3713 (Residential), for anticipated expenditures during the current fiscal year and future fiscal years, contingent upon City Council approval of the City's annual budget.

- 7B7.** Approve an increase to a City of Mesa cooperative contract with The Toro Company, represented locally by Simpson Norton Corporation, for the purchase of groundskeeping, golf, and sports field maintenance equipment.

Fiscal Impact: The total cost of the contract will increase by \$135,500 to a new not exceed value of \$410,500. Sufficient funds have been appropriated in General Fund, Cost Centers 3258 (South Parks), 3255 (North Parks), and 3282 (Diablo Stadium Maintenance for anticipated expenditures during the current fiscal year.

- 7B8.** Approve a one-year contract renewal with Leavitt Machinery, dba Reliable Forklift Sales, for the purchase of two forklifts.

Fiscal Impact: The total cost of the contract will not exceed \$170,000. Sufficient funds have been appropriated in the General Fund, Cost Center 3321 (Fleet Services), for

anticipated expenditures during the current fiscal year and next fiscal year, contingent upon City Council approval of the City's annual budget.

- 7B9.** Approve the utilization of a three-month State of Arizona contract with Empire Southwest, LLC, for the purchase of a Caterpillar backhoe loader.

Fiscal Impact: The total cost of the contract will not exceed \$135,000. Sufficient funds have been appropriated in the General Fund, Cost Center 3321 (Fleet Services), for anticipated expenditures during the current fiscal year.

- 7B10.** Approve the utilization of one-year State of Arizona contracts with A&G Turf Equipment, Bingham Equipment Company, Fleming Trailers, Inc., John Deere Company, Titan Machinery (Sonsray), Stotz Equipment, Titan Machinery, and Drake Equipment of AZ for the purchase of landscape and utility vehicles, trailers, and equipment.

Fiscal Impact: The total combined cost of the contracts will not exceed \$200,000. Sufficient funds have been appropriated in the General Fund, Cost Center 3321 (Fleet Services), Water and Wastewater Fund, Cost Center 3014 (South Tempe W.T.P.), and Arts and Culture Fund, Cost Center 3762 (TCA Art Park), for the anticipated expenditures in the current fiscal year and next fiscal year, contingent upon City Council approval of the City's annual budget.

- 7B11.** Approve an addendum to the contract with Wilson & Company, Inc., Engineers & Architects for Project No. 6710821A – Landscape Planting Projects – Various City Locations – Wendler Drive.

Fiscal Impact: The addendum amount is \$114,773.00 for a total contract of \$184,665.00. Funds to cover this contract, related costs and any future change orders are appropriated for

fiscal year 2024/25 in the Capital Improvement Project No. 6710829 – Energy Hubs and Microgrids.

7C. Resolutions

- 7C1.** Adopt a resolution authorizing the City of Tempe's participation in settlements with BASF and Tyco in the multi-district litigation related to damages sustained from aqueous film-forming foam (AFFF) and other products containing per- and polyfluoroalkyl substances (PFAS). (Resolution No. R2024.109)

Fiscal Impact: Legal representation in the AFFF/PFAS Multi-District Litigation (PFAS MDL) was retained on a contingency basis for fees and costs which will be deducted from settlement awards.

- 7C2.** Adopt a resolution authorizing the Tempe Police Department to accept funds for the appropriation related to section 127 of House Bill 2897 for pepperball and pepperball weapons. (Resolution No. R2024.110)

Fiscal Impact: The amount of the appropriation is \$225,000. This appropriation will supplement the Police Department's existing General Fund appropriation. Sufficient budget appropriation for expenditure has been set aside in cost center 45999 (Contingency) and was included as part of the Police Grants and Restricted Revenue (Fund 45) as part of the fiscal year 2024-25 adopted budget.

- 7C3.** Adopt a resolution approving the Tempe City Council Rules of Procedure related to updates to the Council Subcommittee structure. This item requires an affirmative vote of at least two-thirds (2/3) of all Councilmembers (5 of 7 votes required for approval). (Resolution No. R2024.111)

Fiscal Impact: No impact on City funds.

- 7C4.** Adopt a resolution suspending the operation of Ordinance No. O2024.18 regarding the payment of Prevailing Wages on City Construction contracts pending the outcome of litigation in the matter of *Associated Minority Contractors of Arizona, et al. v. City of Phoenix, et al.* and directing the City Attorney to file an Amicus Brief in support of Defendants City of Phoenix and City of Tucson. (Resolution No. R2024.112)

Fiscal Impact: None.

8. NON-CONSENT AGENDA

All items listed on the Non-Consent Agenda will be considered separately. Agenda items scheduled for Introduction and First Public Hearing will be heard, but will not be voted upon at this meeting. Agenda items scheduled for Second Public Hearing and Final Adoption will be voted upon tonight. Councilmembers who may have a conflict of interest may abstain from voting on a matter and the City Clerk will provide the Councilmembers with a disclosure form at this time: <https://www.tempe.gov/home/showdocument?id=50186>

Quasi-judicial items are designated as "QUASI-JUDICIAL ITEM" in the item title. The City Council sits as a quasi-judicial body when hearing appeals. In this situation, the City Council must conduct itself as a court, not as a legislative body. Pre-meeting contact with the City Council on quasi-judicial matters is prohibited. Any materials or conversations concerning the item shall only be presented to the City Council at the scheduled public hearing.

8A. Miscellaneous Items/Bids/Contracts/Resolutions

- 8A1.** Approve a one-year contract renewal with Vincere Cancer Center for a cancer screening program for Fire Medical and Rescue personnel.

Fiscal Impact: The total cost of the contract will not exceed \$1,100,000. Sufficient funds have been appropriated in the General Fund, Cost Center 2310 (Fire Administration), and Governmental Grants Fund, Cost Center 46330 (AFG Screening), for anticipated expenditures during the current fiscal year and next fiscal year, contingent upon City Council approval of the City's annual budget.

8B. Ordinances and Items for Introduction and First Hearing

- 8B1.** PUBLIC HEARING ITEM Introduce and hold the first public hearing to adopt an ordinance requesting a Zoning Map Amendment from AG to PCC-1, with a Planned Area Development Overlay and Development Plan Review for a new single-story commercial development with four buildings on 3.75 acres for NWC RURAL AND WARNER, located at 862 East Warner Road. The applicant is Gammage and Burnham. The second and final public hearing is scheduled for September 19, 2024. (Ordinance No. O2024.44)

Fiscal Impact: While this ordinance change does not directly impact revenue, the planned development will result in collection of the standard development fees, calculated according to the approved fee structure at the time of permit issuance.

- 8B2.** PUBLIC HEARING ITEM Introduce and hold the first public hearing to adopt an ordinance authorizing the granting of a power distribution easement to Salt River Project Agricultural Improvement and Power District over certain City-owned land located at 3031 South Hardy Drive and authorizing the Mayor or his designee to execute an easement agreement and related documents. The second and final public hearing is scheduled for September 19, 2024. (Ordinance No. O2024.45)

Fiscal Impact: N/A

8C. Ordinances and Items for Second Hearing and Final Adoption

- 8C1.** PUBLIC HEARING ITEM Hold the second and final public hearing to adopt an ordinance amending Chapter 2 of the Tempe City Code relating to Administration and the City Code generally, dissolving the Engineering and Transportation Department, the Municipal Utilities Department, and Sustainability and Resilience Office; establishing the Public Works Department and the Transportation and Sustainability Department; relocating the Education, Career, and Family Services Office to the Community Health and Human Services Department; and relocating Neighborhood Services from the Community Development Department to the City Manager's Office. The first public hearing was held on August 26, 2024. (Ordinance No. O2024.19)

Fiscal Impact: The operating budgets for the new departments (Public Works Department and Transportation and Sustainability Department) are reflected separately in the fiscal year (FY) 2024-25 budget.

The estimated costs for updating equipment and personnel uniforms and supplies to reflect the new department names are nominal and would happen during programmed replacements. Sufficient budget appropriation exists in the Public Works Department and Transportation and Sustainability Department's FY 2024/25 budget to cover these costs. The Engineering and Transportation Director position was reclassified to create a Deputy Public Works Director - City Engineer position with an estimated annual budget impact of approximately \$2,430. The budget impact will be offset by budget reductions within the new Public Works Department's existing budget. The Education, Career, and Family Services Office Director position was reclassified to create a Deputy Human Services Director position with an estimated annual budget savings of approximately \$66,415. No additional funds are being requested.

- 8C2.** PUBLIC HEARING ITEM Hold the second and final public hearing to adopt an ordinance authorizing the granting of a power distribution easement to Salt River Project Agricultural Improvement and Power District (SRP) over certain City-owned land located at 800 East Divot Drive and authorizing the Mayor or his designee to execute an easement agreement and related documents. The first public hearing was held on August 26, 2024. (Ordinance No. O2024.40)

Fiscal Impact: N/A

- 8C3.** PUBLIC HEARING ITEM Hold the second and final public hearing to adopt an ordinance approving the conveyance of certain City-owned properties located at 1906 East Meadow

Drive and 5002 South Alder Drive (collectively, the “Properties”) to the Tempe Coalition for Affordable Housing, Inc., an Arizona non-profit corporation (TCAH), and authorizing the Mayor to execute an agreement to convey property, covenants, deeds, and all other related documents necessary to effect such conveyances and related transactions. The first public hearing was held on August 26, 2024. (Ordinance No. O2024.41)

Fiscal Impact: There is no financial impact for the conveyance of the Properties. Additionally, the appraised value of the Properties will qualify as an In-Kind Match Contribution for the HOME Investment Partnership Program (HOME). HOME guidelines require a 25% match, and without an In-Kind match, the City would be required to contribute a minimum of \$150,000 per year to fulfill these Federal program guidelines.

- 8C4.** PUBLIC HEARING ITEM Hold the second and final public hearing to adopt an ordinance amending the Tempe City Code, by adding Section 22-18 to Chapter 22, prohibiting the possession, and sale to minors, of brass knuckles, or any device made of metal, plastic, or any hard material designed to fit over and around the knuckles, or fingers, of the human hand to enhance the power of a punch for aggressive fighting with the intent to cause injury. The first public hearing was held on August 26, 2024. (Ordinance No. O2024.43)

Fiscal Impact: No impact on City funds.

9. CURRENT EVENTS/COUNCIL ANNOUNCEMENTS/FUTURE AGENDA ITEMS

10. PUBLIC APPEARANCES

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11. ADJOURNMENT

The next scheduled Regular City Council Meeting is September 19, 2024.

According to the Arizona Open Meeting Law, the City Council may only discuss matters listed on the City Council agenda. The City of Tempe endeavors to make all public meetings accessible to persons with disabilities. Special assistance can be provided for sight and/or hearing-impaired persons at public meetings. To accommodate attendees with allergies, breathing conditions, or multiple chemical sensitivities, please do not smoke or wear scented products when attending this meeting. To request an accommodation to participate in the City Council meeting, please contact the City Clerk's Office with 72 hours' notice to ensure availability at (480) 350-4311 (voice), 7-1-1 (Relay users), or clerk@tempe.gov.

Tempe City Council

Harry E. Mitchell Government Center
Tempe City Hall – City Council Chambers
31 East Fifth Street, Tempe, Arizona
Monday, August 26, 2024 - 4:00 PM



WORK STUDY SESSION MINUTES

Members of the City Council may attend virtually or by electronic means.

Minutes of the City of Tempe City Council Work Study Session held on Monday, August 26, 2024, at 4:00 p.m., in the Harry E. Mitchell Government Center, Tempe City Hall, City Council Chambers, 31 East Fifth Street, Tempe, Arizona, and virtually through Microsoft Teams.

MEETING VIDEO

MEMBERS OF CITY COUNCIL ATTENDING IN PERSON:

Mayor Corey Woods; Vice Mayor Doreen Garlid; Councilmember Jennifer Adams; Councilmember Nikki Amberg; Councilmember Arlene Chin; Councilmember Berdetta Hodge

MEMBER OF CITY COUNCIL ATTENDING VIRTUALLY:

Councilmember Randy Keating

CITY STAFF ATTENDING IN PERSON OR VIRTUALLY:

Rosa Inchausti, City Manager; Lisette Camacho, Deputy City Manager – Chief Financial Officer; Keith Burke, Deputy City Manager; Greg Ruiz, Interim Deputy City Manager; Eric Anderson, City Attorney; Kara DeArrastia, City Clerk; Michael Sims, Deputy City Clerk; Various Department Heads or their representatives

1. CALL TO ORDER

Mayor Woods called the meeting to order at 4:08 p.m.

2. CALL TO THE AUDIENCE

No speakers.

NOTE: MINUTES OF CITY COUNCIL MEETINGS AND WORK STUDY SESSIONS ARE PREPARED IN ACCORDANCE WITH THE PROVISIONS OF ARIZONA REVISED STATUTES. THESE MINUTES ARE INTENDED TO BE AN ACCURATE REFLECTION OF ACTION TAKEN AND DIRECTION GIVEN BY THE CITY COUNCIL AND ARE NOT VERBATIM TRANSCRIPTS. DIGITAL RECORDINGS OF CITY OF TEMPE MEETINGS ARE AVAILABLE ONLINE AT WWW.TEMPE.GOV/TEMPE11.

3. ISSUE REVIEW SESSION

3A. Council Committee Structure - Update

Mayor and Council Chief of Staff Tanya Chavez presented an update on the proposed Council Subcommittee structure based on feedback from the June 14, 2024 Council Retreat. Key points addressed by the presentation included:

- Transition from the current “Council Committee” system to a “Council Subcommittee” structure.
- Each Councilmember can propose up to two Subcommittees at a time.
- A minimum of two Councilmembers is required to propose a new Subcommittee.
- Councilmembers can serve on up to three Subcommittees simultaneously.
- The Mayor may establish or be included on a Subcommittee.
- Subcommittees will provide monthly status reports at the Work Study Sessions.
- The Subcommittees are subject to Open Meeting Law requirements.

The Council discussed the proposal and provided feedback:

- Support expressed for the new Council Subcommittee structure, with the allowance for collaboration with different Councilmembers.
- Support conveyed for the ability of the Mayor to set time limits on the Public Appearances comment period and individual speakers, with speaking times generally limited to three (3) minutes or less depending on the total number of individuals requesting to speak. Information regarding the policy on public testimony during the Public Appearances comment period should be provided in the back of the Council Chambers.
- Suggestion for removing the limit on the number of Subcommittees an individual Councilmember can serve on while maintaining the limit on how many can be opened at a time.

Councilmembers discussed the Open Meeting Law implications of more than three (3) Councilmembers participating as members of a Subcommittee. City Attorney Eric Anderson explained that although four (4) Councilmembers constitute a quorum, a fourth Councilmember would be permitted to attend and listen to the deliberations and proceedings at a Subcommittee meeting as a member of the audience.

By consensus, the Council voiced support to proceed with updating the Council Rules of Procedure to reflect the new Subcommittee structure, with the changes to be formally adopted at the September 5, 2024, Regular Council Meeting. The updated structure would take effect immediately upon adoption. Staff will work with the Communications team to develop internal and external communication and marketing plans to include updates on the City’s website.

4. CALL TO THE AUDIENCE

No speakers.

5. COMMITTEE OF THE WHOLE

5A. Items Ready for City Council Direction or Status Update – None

No items were ready for City Council direction or status update.

5B. Council Committees in Progress - Updates as Needed

5B1. Human Services and Community Safety

5B2. Sustainability and Economic Vitality

5B3. Workforce Readiness and Livable Communities

No updates were provided for the existing Council Committees.

Councilmember Hodge reported on a task force for parents of children with special needs that she had been working on over the summer, noting she would propose this as a formal Subcommittee at the Work Study Session on September 17, 2024.

6. FUTURE AGENDA ITEMS

6A. Future Issue Review Agenda Items

No future agenda items were requested.

7. ANNOUNCEMENTS FROM THE MAYOR AND/OR CITY MANAGER

No announcements were made by the Mayor or City Manager.

8. ADJOURNMENT

Mayor Woods announced that the next scheduled Work Study Session is September 17, 2024, and adjourned the meeting at 4:23 p.m.

I, Kara A. DeArrastia, the duly-appointed City Clerk of the City of Tempe, Maricopa County, Arizona, do hereby certify the above to be the minutes of the Work Study Session of August 26, 2024, by the Tempe City Council, Tempe, Arizona.

Corey D. Woods, Mayor

ATTEST:

Kara A. DeArrastia, City Clerk

Tempe City Council

Tempe Transportation Center – Second Floor
Don Cassano Community Room
200 East Fifth Street, Tempe, Arizona
Tuesday, June 20, 2023 – 4:00 PM



TEMPE CITY COUNCIL AND TEMPE COALITION FOR AFFORDABLE HOUSING BOARD (“THE AFFILIATE”) JOINT MEETING MINUTES

Members of the City Council and Tempe Coalition for Affordable Housing Board of Directors may attend virtually or by electronic means.

MEETING VIDEO

Minutes of the City of Tempe Joint City Council/Tempe Coalition for Affordable Housing Board of Directors Meeting held on Thursday, March 14, 2023, at 4:00 p.m., in the Don Cassano Community Room, Tempe Transportation Center – Second Floor, 200 East Fifth Street, and virtually through Microsoft Teams.

MEMBERS OF CITY COUNCIL ATTENDING IN PERSON:

Mayor Corey Woods; Councilmember Arlene Chin; Councilmember Doreen Garlid; Councilmember Berdetta Hodge; Councilmember Joel Navarro

MEMBER OF CITY COUNCIL ATTENDING VIRTUALLY:

Vice Mayor Jennifer Adams

MEMBER OF CITY COUNCIL ABSENT:

Councilmember Randy Keating

MEMBERS OF TEMPE COALITION FOR AFFORDABLE HOUSING (TCAH; ALSO REFERRED TO AS “THE AFFILIATE”) BOARD OF DIRECTORS ATTENDING IN PERSON:

President Irma Hollamby Cain; Director Jack Drummond; Director Manjula Vaz; Director Octavia Harris; Chief Financial Officer Theresa Carmichael, P.C.

MEMBERS OF TCAH BOARD OF DIRECTORS ATTENDING VIRTUALLY:

Director Cathy Chiang; Attorney Travys Harvey

STAFF FROM MEB AFFORDABLE MANAGEMENT SERVICES ATTENDING VIRTUALLY:

Christy Alvarado, Director of Strategic Partnerships and Business Practices; Lisa Troy, Director of Compliance

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CITY STAFF ATTENDING IN PERSON OR VIRTUALLY:

Rosa Inchausti, Interim City Manager; Tom Duensing, Deputy City Manager; Keith Burke, Deputy City Manager; Sonia Blain, City Attorney; Kara DeArrastia, Interim City Clerk; Jared Morris, Information Technology Director; Irma Hollamby Cain, Deputy Community Health and Human Services Director – Housing; Wydale Holmes, Strategic Management and Innovation Office Director; Dr. Stephanie Deitrick, Chief Data and Analytics Officer; Christopher Groesbeck, Management Assistant; Various Department Heads or their representatives

1. CALL TO ORDER

Mayor Woods called the meeting to order at 4:06 p.m.

Information Technology Director Jared Morris advised everyone in the room to articulate clearly to ensure all voices were captured for those streaming the meeting at home.

2. Welcome and Introductions – Mayor Corey Woods

Mayor Woods asked everyone to introduce themselves. He next provided comments welcoming everyone to the meeting.

3. Tempe Coalition for Affordable Housing Organizational Updates – Irma Hollamby Cain, Deputy Community Health and Human Services Director – Housing

Irma Hollamby Cain, President of the Tempe Coalition for Affordable Housing (TCAH) Board (“the Affiliate”) and Deputy Community Health and Human Services Director – Housing for the City of Tempe, extended gratitude to the City Council and TCAH Board Directors in attendance. She highlighted the Affiliate’s current organizational efforts and developments. Ms. Hollamby Cain introduced Theresa Carmichael, P.C., as the new Chief Financial Officer (CFO) of the Affiliate. Ms. Carmichael reviewed her professional background in financial operations and affiliations with several nonprofits within the Mesa and Tempe areas. An overview of the Affiliate’s objectives to address affordable housing through strategic management of financial resources and operations was provided.

Discussion continued regarding the current organizational alignment, recognizing the complexity of managing an evolving housing portfolio and noting the organizational agility needed to respond effectively to policy, economic, and community challenges.

4. Tempe Coalition for Affordable Housing Financial Update – Theresa Carmichael, P.C.

4A. Tempe Coalition for Affordable Housing Financial Handout

Theresa Carmichael, P.C., Chief Financial Officer (CFO) of the Tempe Coalition for Affordable Housing (TCAH) Board (“the Affiliate”) reviewed the Affiliate’s Statement of Activity for January through March 2023 document provided in the agenda packet. She also provided an overview of recent financial decisions, specifically involving remediation projects for City-owned properties to make them “shovel-ready” for future housing developments

The meeting recessed at 4:20 p.m., due to technical difficulties. The meeting resumed at 4:44 p.m. in the Economic Development Conference Room, which was located on the same floor of the same building, Tempe Transportation Center – Second Floor, 200 East Fifth Street.

Discussion followed among members of the City Council and the Affiliate about the Homeowners Association (HOA) fees and operational costs related to the Affiliate’s housing projects. Ms. Carmichael responded to inquiries about depreciation numbers for properties, addressing understanding of asset management, appreciation, and reconsideration of exempt status for certain properties. During the discussion, it was revealed that efforts had secured a tax exemption for City-owned properties transferred to the Affiliate, leading to significant savings projected to relieve prior tax burdens faced in past fiscal years. There was an emphasis on optimizing savings from these exemptions to further advance housing initiatives.

The discussion concluded with acknowledgment by the meeting participants on the benefits of the financial strategies undertaken as well as open questions on the actual impacts fee structures may have on inhabitants, especially concerning equitable and transparent allocation mechanisms.

5. City of Tempe Affordable Housing Asset Map Preview – Wydale Holmes, Strategic Management and Innovation Office Director

5A. Presentation for Items 5 and 6

Strategic Management and Innovation Office Director Wydale Holmes presented a series of modular maps forming a comprehensive presentation of current affordable housing assets and disclosed concentrations of housing units across Tempe:

- 1) Tempe Coalition for Affordable Housing (TCAH) Board (“the Affiliate”) properties
- 2) Market-rate properties with affordable housing units (timebound)
- 3) Housing Choice Vouchers
- 4) Hometown for All land locations
- 5) Affordable rentals (percent) – 2020 vs. 2022 comparison
- 6) Median gross rent – 2020 vs. 2022 comparison

- 7) Median home value – 2020 vs. 2022 comparison
- 8) Homeownership rate – 2020 vs. 2022 comparison

Ms. Holmes explained developments, focusing on housing distributed above and below U.S. 60, differentiating between markets that were segmented by affordability statuses and time-bound classifications. These visual data representations were deemed crucial for framing discussions on equity and development within the City's housing landscape.

Members of the City Council and the Affiliate discussed the maps. An important takeaway was the discrepancy identified between what was reported and public perception, particularly evaluating where affordable housing options, median rent values, and housing market dynamics align with strategic municipal housing goals. Inquiries also arose concerning housing accessibility and the apparent cyclical availability of units against the consistent demand.

Feedback from Councilmembers called for the inclusion of comparative analytics with surrounding regional and nationwide counterparts to highlight potential disparities or alignments in affordable housing provision. There was a consensus on the necessity of eliminating isolated clusters and ensuring a holistic integration of affordable housing within the fabric of various neighborhoods, offering a balanced geographic distribution. Information was requested regarding the following:

- Provide the median gross rent figures by number of bedrooms.
- Research on the budget appropriation transfer of \$1.2 million to the Affiliate for the Hometown for All initiative, to assist in making certain City-owned properties "shovel-ready" for the development of affordable housing.
- Work with Tempe's Valley benchmark communities to determine Tempe's standing regarding the provision of affordable housing and their overall housing inventory, in comparison to the practices of other Valley cities.
- Perform a comparison of the housing stock in Tempe with that of other U.S. cities that encompass a university and population and demographics similar to Tempe.
- Resend the presentation and report that was provided to the City Council for the housing inventory and affordability analysis item at the Council's Work Study Session last year.
- Possible reconsideration of the City's Housing Inventory Ratio goals regarding stock in the housing categories of affordable, workforce, and market-rate/luxury housing.
- Explore ways to work with the Tempe Chamber of Commerce to connect Tempe workers in need of workforce housing to developments with workforce units.

It was confirmed that data on Tempe's low vacancy rates, crucial for understanding the competitive rental market, is available and will be provided later to the Council. It was also confirmed that City staff is actively working on developing a source of income

discrimination ordinance for Tempe, similar to those adopted in Tucson and Phoenix, to prevent landlords from refusing tenants with Housing Choice Vouchers based on stigma or stereotypes.

6. City of Tempe Hometown For All Process Preview – Wydale Holmes, Strategic Management and Innovation Office Director

Irma Hollamby Cain, President of the Tempe Coalition for Affordable Housing (TCAH) Board (“the Affiliate”) and Deputy Community Health and Human Services Director – Housing for the City of Tempe, discussed the complexities of the Hometown for All initiative and the support provided by Strategic Management and Innovation Office Director Wydale Holmes to navigate the process.

Ms. Holmes explained the Hometown for All process, as outlined in the last slide of the presentation in the agenda packet. She elaborated on several fundamental shifts aimed at structuring effective donor relationships, strategic communication, and procedural developments that optimize operational efficiency. Key highlights included cultivation and stewardship techniques aiding long-term engagement measures complementing Tempe’s distinctive housing ventures. The presentation stressed an outcome-driven approach pivoted towards fostering coherent strategies encompassing fiscal innovation and cross-temporary sector partnership opportunities.

Councilmembers conveyed support for the process as presented. City staff was commended for facilitating these operations, underscoring the City’s commitment to participative methodology geared towards impactful local improvements.

7. ADJOURNMENT

Mayor Woods expressed appreciation for the collaborative dedication of the meeting attendees. He also emphasized the City’s commitment to continuous progress within the collaborative landscape of affordable housing in Tempe. Mayor Woods thanked the attendees for their participation and adjourned the meeting at 5:44 p.m.

I, Kara A. DeArrastia, the duly-appointed City Clerk of the City of Tempe, Maricopa County, Arizona, do hereby certify the above to be the minutes of the Tempe City Council and Tempe Coalition for Affordable Housing Board Joint Meeting of June 20, 2023, by the Tempe City Council, Tempe, Arizona.

Corey D. Woods, Mayor

ATTEST:

Kara A. DeArrastia, City Clerk



Minutes of the Development Review Commission REGULAR MEETING August 13, 2024

Minutes of the Regular Meeting of the Development Review Commission, of the City of Tempe, was held in Council Chambers
31 East Fifth Street, Tempe, Arizona

Present:

Chair Andrew Johnson
Vice Chair Michelle Schwartz
Commissioner Barbara Lloyd
Commissioner Linda Spears
Commissioner Larry Tom
Commissioner Stefan Richter
Alt Commissioner Charles Redman

Absent:

Commissioner Joe Forte
Alt Commissioner Rhiannon Corbett
Alt Commissioner Robert Miller

City Staff Present:

Jeff Tamulevich, Director, Community Development
Ryan Levesque, Deputy Director, Community Development
Ambika Adhikari, Principal Planner
Michelle Dahlke, Principal Planner
Diana Kaminski, Principal Planner
Jacob Payne, Senior Planner
Lucas Jensen, Planner II
Whitney Mayfield, Planner I
Joanna Barry, Administrative Assistant II

Hearing convened at 6:01 p.m. and was called to order by Chair Johnson

Consideration of Meeting Minutes:

- 1) Development Review Commission – Study Session 7/23/24
Development Review Commission – Regular Meeting 7/23/24

Motion: Motion made by Commissioner Tom to approve Study Session minutes and Regular Meeting minutes for July 23, 2024 and seconded by Commissioner Richter.

Ayes: Chair Johnson, Vice Chair Schwartz, Commissioners Lloyd, Spears, Tom, Richter, and Redman

Nays: None

Abstain: None

Absent: Commissioner Forte

Vote: Motion passes 7-0

The following items were considered for **Consent Agenda**:

- 2) Request a Use Permit to allow two (2) required parking spaces within the front yard building setback for the **NELSON RESIDENCE**, located at 209 East Manhattan Drive. The applicant is Michael Nelson. **(PL240147)**
- 3) Request a Use Permit to allow a tobacco retailer for **BELLAGIO SMOKE AND VAPE**, located at 1753 East Broadway Road, Suite No. 102. The applicant is DVT423K LLC. **(PL240153)**

- 4) Request a Use Permit to allow two (2) required parking spaces within the front yard building setback for **VERLEA PROJECT**, located at 1633 East Verlea Drive. The applicant is Kaycia Rajala. **(PL240200)**
- 5) Request a Use Permit to allow two (2) required parking spaces within the front yard building setback for the **MCCRACKEN RESIDENCE**, located at 1500 West 7th Place. The applicant is Jason McCracken. **(PL240223)**

Motion: Motion made by Commissioner Redman to approve Consent Agenda and seconded by Commissioner Spears.

Ayes: Chair Johnson, Vice Chair Schwartz, Commissioners Lloyd, Spears, Tom, Richter, and Redman

Nays: None

Abstain: None

Absent: Commissioner Forte

Vote: Motion passes 7-0

The following items were considered for **Public Hearing**:

- 6) Request a Zoning Map Amendment from AG to PCC-1, with a Planned Area Development Overlay and Development Plan Review for a new single-story commercial development with four buildings on 3.75 acres for **NWC RURAL AND WARNER**, located at 862 East Warner Road. The applicant is Gammage and Burnham. **(PL240155)**

PRESENTATION BY APPLICANT:

Manjula Vaz, Gammage & Burnham, gave an overview of the request and the history of the site. Ms. Vaz explained how this proposed project aligns with the character area plan for Corona / South Tempe. She proceeded to go over the components of the project that will include restaurant/retail with outdoor patios. Ms. Vaz described comparable developments in the area and their parking ratio.

Jamie Blakeman, transportation planner with Lokahi, provided the trip generation numbers for this area. She stated that for a normal weekday there are about 2,065 trips per day, with 180 at the peak a.m. hour and 231 at the peak p.m. hour. Ms. Blakeman then went over the access points, drive separation, and queuing for the proposed development.

Lanny Davis, Butler Design Group, gave an overview of the design, materials, sustainability aspects, and landscaping for the proposed development. He stated that due to the surrounding neighborhoods, they wanted to keep the buildings up against Warner Road and Rural Road. Mr. Davis stated they provided some articulation on the buildings, so they are not just flat walls. He then went over the plant palette for the site, which includes a lot of trees along the streetscape.

Commissioner Lloyd asked what considerations they took for buffering the patio area space at the apex of the building from the busy intersection in terms of experience, sound, and safety. Mr. Davis stated that it is set off the street quite a bit so there is a good buffer due to the distance. He noted that they will have trees planted out front, but they do not want to completely block the view from the corner.

Commissioner Tom asked if there was any consideration of including some of the steel canopies on the street side elevations, so it does not look like the back of a house. Mr. Davis stated that they do not have panels, but they did pop some of the elevations out so that they are not flat from bottom to top. Commissioner Tom asked if putting panels there is something that they could consider, and Mr. Davis stated that they could.

Commissioner Richter asked if they would consider putting windows on some of the street-facing elevations. Mr. Davis stated adding windows there did cross their mind, however that area is usually the back of house/utility area of the retail shop or restaurant. He stated that if there was glass there it would most likely have film on the inside or

spandrel glazing. Commissioner Richter stated that he was more focused on the areas that have outdoor patios. Mr. Davis stated there is glass at the endcaps of the building that faces the intersection.

Chair Johnson stated that he appreciates how they designed the layouts of the buildings and how they face the street. He noted that the applicant stated they added bicycle parking, but he did not see where it is located or how it is accessed by cyclists. Ms. Vaz stated that the bicycle parking is spread throughout the site and is located in front of the buildings. She then pointed out the pedestrian connections on Warner Road and Rural Road.

PRESENTATION BY STAFF:

Diana Kaminski, Principal Planner, gave an overview of the request. She stated that a neighborhood meeting was held on Thursday May 30, 2024 that was attended by approximately 55 members of the public. Ms. Kaminski noted there was a mix of favorable comments and concerns. She stated that the architecture and landscaping were generally liked, with concerns expressed about making sure the public street views were aesthetically enhanced to match the building front facing the parking lot. The primary concerns were regarding the proposed parking reduction and potential traffic generation from the new development. Ms. Kaminski stated that the applicant had all members of the team present to answer individual questions in a Q&A session and that the applicant has had additional meetings with residents and property owners in the area to address their concerns.

Ms. Kaminski went over the unique Conditions of Approval. One of these Conditions addressed parking and stated that: "In the event that parking demand exceeds the standards indicated within this Planned Area Development, from any complaints that are verified by a consensus of the complaining party and the Community Development Department the property shall provide a management plan to mitigate overflow parking in the adjacent neighborhood. Management strategies may include off-site parking agreement with church on the southeast corner of Rural and Warner Roads for employee parking or valet parking to increase customer parking on site, or other alternative solutions to increase parking if complaints arise from the commercial uses proposed on this site".

Chair Johnson asked if the development on the northeast corner of the intersection had entered into an agreement with the church for off-site parking. Ms. Kaminski stated she was not aware if they had.

PUBLIC COMMENT:

Michael Myrich, Tempe resident/Tally Ho Farms South, stated that he is concerned about the traffic this project will bring. He stated that there are a lot of people that park on their street. Mr. Myrich stated that they cannot pull out of their neighborhood even with the site being vacant, and that making a left is very dangerous. He stated that years ago, before they repaved Warner Road, there used to be a checkered box in front of their street so they could get in and out. Mr. Myrich said queuing is also a concern. He noted that this area is a safety corridor however there are a lot of accidents at that corner.

Larry Kelly, Tempe resident, stated that Rural and Warner is the ugliest corner between the 101 freeway and the I-10 and it is time that something be done to beautify that corner. He noted that every other community along Warner Road has a development on the corner. Mr. Kelly stated that the proposed development would be a great opportunity for the community to meet, converse, or just have a meal together. He also believes it would be a great buffer and decrease the traffic sound on both streets. The one issue that he has is the parking overflow that may occur on 71st Street and that steps should be taken to prevent it.

Jill Lewis, Tempe resident who lives on the south side of Warner Road, stated that the addition of undesirable density is not something that she and her neighbors support. She stated that the need does not seem to come from an increase in population in the area, but rather the desire of the developer to make money on that corner. Ms. Lewis stated that it is unrealistic to put two restaurants there and not think that will not pull in customers from other areas. She also believes it is crazy to think that they will valet people across to the church, and that they will just park on 71st Street.

Doug Brown, Tempe resident who lives on 71st Street, stated he is not opposed to the development but rather the reduction in parking. He is concerned with overflow parking that will cause people to park in front of his house and the higher traffic coming into the area.

William Judge, Tempe resident, stated the current site is an eyesore and that this development will be a good use for the corner. He understands the traffic concerns but stated that the traffic study rebuts that.

Paul Lines, Tempe resident who lives on 71st Street, expressed concern about the left in/left out entrance points and the curb cuts. He would prefer right in/right out entrances.

APPLICANT RESPONSE:

Ms. Vaz stated that they understand the traffic concerns and noted they are trying to drive the traffic to the lights to exit so people are not making left in/left outs. Regarding concerns about overflow parking, Ms. Vaz stated that they can work with the City to look into the neighbors getting “no parking” signs on their streets. Ms. Vaz stated that they are planning for a valet, which is common in most central Phoenix locations.

Ms. Blakeman stated that the way parking is calculated per City code, it is accommodated for every single land use. She stated they looked at both the retail use and restaurant use and based their parking on that. She noted that someone who goes to the restaurant may also go to the retail component, and vice versa, which would be the shared component for parking.

Commissioner Tom asked if the parking number would go down depending on the size of the retail or restaurant components and was advised that it would.

Commissioner Lloyd asked if the owner of the site has done any pre-leasing of tenants or if they know what type of tenant mix, or how heavy it will be, for a restaurant. Ms. Vaz stated that they have done some initial pre-leasing outreach and have a couple of Letters of Interest from smaller shops and restaurants. She stated they are looking for smaller boutiques, retail and restaurants. Commissioner Lloyd referenced the Conditional of Approval regarding mitigating parking issues if they arise and asked if there is currently any preemptive parking management strategy before it becomes a problem. Ms. Vaz stated that they are currently working on a valet parking plan. Commissioner Lloyd asked Ms. Blakeman if she could speak about the right in/right out on Warner Road that was mentioned in a public comment. Ms. Blakeman stated the right in/right out reduces the conflict of a left turn and gave further explanation.

Commissioner Tom asked how many cars can queue in the area between the curb cut to 71st Street. Ms. Blakeman proceeded to display the calculations for each area.

Vice Chair Schwartz asked if the possibility of posting “no parking” signs along 71st Street has been discussed with the residents. Ms. Vaz stated that they talked a little bit about it, but it is not something they can do as the neighbors would have to request it. She stated they have been talking with the City about putting white stripe lines in front of Warner Road that states to not block the driveway.

Chair Johnson asked about the permit parking process so that the residents in the area are aware of how it works. Cory Steele, City of Tempe Transportation Senior Civil Engineer, stated that they can do residential permit parking throughout the City. He stated that if permit parking is requested, and 70% of the neighborhood approves it, it would be eligible for residential permit parking. Chair Johnson referenced the public comment about the “do not block” striping being removed in front of 71st Street. Mr. Steele said that they have looked at this intersection three times over the past year to review it and see how far back the queuing goes. He stated that they had not observed it during the peak p.m. hour blocking the 71st Street leg. He noted that is not to say it does not happen, but rather that they did not observe it. Mr. Steele stated that they conducted a signal program where they go through and adjust the signal timing which has reduced the queuing which may have led to the striping being removed. Mr. Steele stated they are not aware of an “X” being there in the past. He noted these are normally used in front of fire stations, and that they are concerned about putting it in any intersection as it may reduce compliance in front of fire departments.

COMMENTS AND DISCUSSION FROM THE COMMISSION:

Commissioner Spears stated she is concerned about doing the right turns as it will put more traffic into neighborhoods where people will look for the nearest street to turn into to make a U-turn. She also noted that when it comes to permit parking, the problem is that it applies to everyone, even your own household. Commissioner Spears stated she likes the design of the project.

Commissioner Tom stated he also likes this project and does not have an issue with the parking reduction. He stated he drives in that area all the time and does not see a lot of cars queued up to 71st Street.

Vice Chair Schwartz stated that she drives by that intersection frequently and would be excited to see a development on that corner. She stated she appreciates the developer putting a lot of trees on the site.

Chair Johnson stated this intersection was always a dead zone and he is excited to see it being developed. He stated that he would be in support of a comment made earlier about adding metal canopy features along the street-facing side. Chair Johnson noted that the unique Condition of Approval will address parking issues that may arise.

Motion: Motion made by Commissioner Spears to approve PL240155 and seconded by Commissioner Richter.

Ayes: Chair Johnson, Vice Chair Schwartz, Commissioners Lloyd, Spears, Tom, Richter, and Redman

Nays: None

Abstain: None

Absent: Commissioner Forte

Vote: Motion passes 7-0

Staff Announcements: None

There being no further business the meeting adjourned at 7:27 p.m.

Prepared by: Joanna Barry, Administrative Assistant II

Reviewed by: Michelle Dahlke, Principal Planner

**Minutes
Development Review Commission
STUDY SESSION
August 13, 2024**

Minutes of the study session of the Development Review Commission, of the City of Tempe, was held in Council Chambers
31 East Fifth Street, Tempe, Arizona

Present:

Chair Andrew Johnson
Vice Chair Michelle Schwartz
Commissioner Barbara Lloyd
Commissioner Linda Spears
Commissioner Larry Tom
Commissioner Stefan Richter
Alt Commissioner Charles Redman

City Staff Present:

Jeff Tamulevich, Director, Community Development
Ryan Levesque, Deputy Director, Community Development
Ambika Adhikari, Principal Planner
Michelle Dahlke, Principal Planner
Diana Kaminski, Principal Planner
Jacob Payne, Senior Planner
Lucas Jensen, Planner II
Whitney Mayfield, Planner I
Joanna Barry, Administrative Assistant II

Absent:

Commissioner Joe Forte
Alt Commissioner Rhiannon Corbett
Alt Commissioner Robert Miller

Chair Johnson began the Study Session at 5:32 p.m.

Review of July 23, 2024 Minutes

Item #1 - Study Session Minutes
Regular Meeting Minutes

Review of August 13, 2024 Regular Meeting Agenda

Item #2 – NELSON RESIDENCE (PL240147) – on consent
Item #3 – BELLAGIO SMOKE AND VAPE (PL240153) – on consent
Item #4 – VERLEA PROJECT (PL240200) – on consent
Item #5 – MCCracken RESIDENCE (PL240223) – on consent
Item #6 – NWC RURAL AND WARNER (PL240155) – to be heard

PRESENTATION: Character Area 6 – Southwest Tempe

Presentation by: Ambika Adhikari, Principal Planner, and Jacob Payne, Senior Planner

Ambika Adhikari, Principal Planner, gave a brief overview of Character Area 6, including the planning area and population data, area traits, and images of the types of developments/attractions in the area.

Jacob Payne, Senior Planner, provided an overview of the public outreach process for Character Area 6 that began in January of 2024. He noted this included surveys, public meetings, information tables at several locations, community meetings, and presentations before various boards and commissions. Mr. Payne went over the feedback that was received from the community on what they would like for this area. Mr. Payne advised that Character Area 6 will be coming before the Development Review Commission on September 10, 2024, for recommendation and will then go to the City Council for adoption on October 1, 2024.

Project Updates by Staff (City Council Action Items): NONE

Announcements:

Michelle Dahlke, Principal Planner, advised the Commission of the items that will be on the August 27, 2024 DRC agenda.

The Study Session adjourned at 5:56 p.m.

Prepared by: Joanna Barry, Administrative Assistant II

Reviewed by: Michelle Dahlke, Principal Planner

Minutes

Joint Meeting of the Neighborhood Advisory Commission and Sustainability and Resilience Commission June 5, 2024



Minutes of the Joint Meeting of the Neighborhood Advisory Commission and Sustainability and Resilience Commission meeting held on Wednesday, June 5, 2024, 5:30 p.m. hybrid meeting with in-person attendance option at the Tempe Transportation Center, Don Cassano Community Room, 200 E. 5th Street, Tempe, Arizona with virtual component option via Microsoft Teams platform

(MEMBERS) Present:

Sustainability and Resilience Commission:

Shawn Swisher (Chair)
Kendon Jung (Vice Chair)
Jacob Bethem
Erin Boyd
Barbie Burke
Taylor Conley
Ben Paulat
Joshua Randall
Jake Swanson
Morgan Winburn

Neighborhood Advisory Commission (NAC):

Joel Stern (Chair)
Gabe Hagen (Vice-Chair)
Lane Carraway
Jan Doughty
Jana Lynn Granillo
John Kozel
Stacy Novis
Suri Wall
Dwayne Washkowiak
Brittney Wong

NAC (MEMBERS) Absent:

Brandon Abrahams
Martha Carter
Kriste Melcher
Nancy Puffer

City Staff Present:

Eric Iwersen
Sam Stevenson
Brianne Fisher
Keith Burke
Lucas Jensen
Helene Track
Shauna Warner
Elizabeth Thomas

Dawn Ratcliffe
Maddie Mercer
Carissa Fowler
Evelyn Brumfield
Jessica Wright
Carla Sidi

Guests and Speakers Present:

- Michael Book, Valley Metro Community Outreach Coordinator
- Robert Forrest, Valley Metro Deputy Chief Capital Planning
- Brian Pessaro, Valley Metro Principal Planner
- Marty Ziech, Valley Metro Manager of Capital Planning

Agenda Item 1 - Call to Order

Sustainability and Resilience Chair Swisher and Neighborhood Advisory Commission Vice Chair Hagen called the meeting to order at 5:32 p.m. Members from each commission introduced themselves.

Agenda Item 2 - Public Comment

No comments.

Agenda Item 3 - Presentation on Rio East-Dobson Streetcar Extension – Brian Pessaro, Valley Metro*

Sam Stevenson, City of Tempe Transit Manager, introduced Brian Pessaro/Valley Metro Principal Planner, Michael Book, Valley Metro/Community Outreach Coordinator, Marty Ziech/Valley Metro Manager and Capital Planning and Robert Forrest/Valley Metro Deputy Chief Capital Planning. Sam noted that City of Tempe is working in collaboration with Valley Metro and the City of Mesa on the next phase of the Rio East-Dobson Streetcar Extension planning projects process.

Streetcar ridership has exceeded expectations. Ridership was originally projected to carry around 300,000 riders within the first 26 months. However, that number was reached within the first 7 to 8 months. The Streetcar is designed to run on tracks that are embedded in the street or in a dedicated rail corridor. *The Light Rail will always be in its dedicated guide way.* The Streetcar can be in a dedicated guide way and in mixed traffic, we have both options in Tempe. Streetcar is meant to serve shorter to medium-distance trips, whereas Light Rail is designed for longer distance regional trips.

This Rio East-Dobson Streetcar Extension Route was identified in the Tempe Mesa Streetcar Feasibility Study, a previous study to identify future streetcar corridors that could connect to the Tempe Streetcar. Originally, there were thirteen corridors, narrowed to five and then further narrowed down to three. The Rio East-Dobson Streetcar extension was created using two segments of those three corridors.

Now that the route has been identified, this study is focused on how the streetcar is going to effectively operate in the street. Staff and consultant team members will be looking at positioning of the tracks (center or side of the road depending on the location), dedicated guideway or mixed traffic and identification of the stop locations. Streetcar expansion will serve activity centers including downtown Tempe, Arena Heights, ASU and the Novus Innovation District, Tempe Marketplace, Sloan Park, Riverview Park, Mesa Riverview Mall and the Asian District.

The study area is bordered by Loop 202 on the north, Broadway on the south, Priest Drive to the west and Alma School Road to the east. Based on data from the Maricopa Association of Governments (MAG), by 2050 population projections for the study area show a 55% increase in residents and a 45% increase in workers. Based on data from the United States Census, 79% of study area households currently have zero or one car marking this as a transit reliant population.

Track and Stops Evaluation Criteria is based on the below factors:

- Access to Transit Connections and Adjacent Land Uses (existing and planning) - They are going to look at access to transit connections and the adjacent land uses which will impact the stop areas.
- Cost - There is the operational/capital costs, and the ridership. Particularly, the combination of those two costs since we are looking at the cost per trip.
- Ridership Potential - They plan to apply for federal money and the Federal Transit Administration looks at the cost per trip of a project to determine how competitive it is.
- Right-of-Way needs – They have a right-of-way needs assessment of how much space do they need in a roadway to make the Streetcar fit. There is a transit easement along some portions of Rio Salado Parkway in Tempe. This land has been set aside for the city of Tempe from developers for future transit use. Where they do not have easements, they will have to find a way to fit the street part within the curb-to-curb width.
- Potential Impacts to Environment and Existing Infrastructure – They will be looking at potential impacts to the environment and existing infrastructure, particularly how it would impact the utilities' location.

Commissioner comments and questions included:

? - What would make it into consideration, whether it's protected bike lane versus not protected on the Rio Salado Parkway four track location options?

A: Brian Passaro, Valley Metro Principal Planner, offered that if the Streetcar is going to be next to a bike lane, they will have to put a buffer or a barrier between the Streetcar and the bicycles.

? – Is streetcar envisioned to tie in with light rail? How will connections between streetcar and light rail work?

A: Main Street is, is probably going to be the trickiest part of the project because our light rail station is actually a little bit further away from the intersection.

? – Any concern re: changing track locations from existing system to different configurations in new segment? Might this be confusing for drivers?

A: Good signage warns drivers where to switch. There will not be one option for the entire corridor, will have to look at existing conditions and minimize track location switches best possible.

? – Any plans for park and ride lots with this project?

A: No, not this project. Streetcar usage is intended for more localized users, more localized traffic.

? – How many extra vehicles are you adding? What is capacity of vehicles?

A: Likely similar to existing streetcar with two vehicles every 20 minutes. Greater number of vehicles and frequency for special events like Spring Training games. Capacity is 125 comfortably per car.

Excited to see the different configurations, looks like one of them is able to advance the 20 minute city goal with particular reference to multimodal. Artful configuration can help with dedicated bike lanes.

Really interested regarding how streetcar will connect to existing neighborhoods like Escalante. For future stops, consider needs of this neighborhood. Low car ownership, need for increased accessibility, would love to see Escalante incorporated in your plans.

? – What are we talking about for implementation?

We are at the very beginning of the study and are evaluating alternatives. We plan to wrap up the study by early 2025 and will then be going to the City of Mesa and the City of Tempe with what's called a locally preferred alternative. Maybe by 2031 if everything and every phase from planning to preliminary engineering to design and construction went off without any hitches. We did apply for a grant for preliminary engineering, the next phase of this project, and are waiting to hear.

? – Very curious to see a negative photo map of how someone can get to 80% of their needs/different locations, accessibility to services with any form of transit. Staff should work with Economic Development to ensure services are available and help co-locate any services that are missing that would further help the accessibility of this community.

? – What about ADA, shade, connectivity to Orbit?

A: We are considering existing services as well as planned services. Existing Streetcar connects to all five Orbit routes and that will remain the same. Some sustainability elements built in ADA and shade best that we can for riders.

? – What is cost per ride status?

A: Working with Valley Metro to implement a fare. Currently going through a fare collection system modernization project which is anticipated to be completed late this year or early 2025. It's a transition to smart cards and mobile ticketing and it requires all new infrastructure. This will enable \$1.00/Streetcar ride, \$4.00 daily maximum and same fare media to be used for all modes. So you'd only pay up to \$4.00 a day, \$20.00 a week or \$64.00 a month.

? – What considerations for removing traffic lane at Dobson Road?

A: If dedicated guideway, how much more does that give us in terms of ridership, travel time, etc. Lots of homes back up to this street. How do we make it fit? Traffic and impacts, prefer to take a lane to a land purchase. Need to work with City of Mesa.

Curious about your Design Manual criteria. What else embodies sustainability goals and sense of identity/Arts Commission goals?

I support protected bike lanes. I trust Streetcar more than cars.

? – What does outlook look like for roadway expansion?

A: Transit setbacks/easements in City of Tempe. Existing utilities are a big factor as is aging infrastructure and what will have to be replaced. Along portions of Rio Salado Parkway in Tempe, we have what are called transit easements. This is land that has been set aside to the city from developers for future transit use so we do have some of these easements available to us. Where we do not have easements, we will have to find a way to fit the street part within the curb to curb width.

The study timeline expansion is divided into four phases. Currently, they are evaluating alternatives and plan to wrap up the study by early 2025. At the completion of the study, they will present a final recommendation to the cities of Mesa and Tempe for consideration and possible adoption.

- Winter/Spring 2024 – Define the Purpose and Need
- Spring 2024 – Identify Alternatives
- Spring/Summer 2024 - Evaluate Alternatives
- Fall 2024 - Identify Locally Preferred Alternative
- Fall 2024/Winter 2025 – Locally preferred Alternative Adoption Process

Stop area options are being assessed and the following locations are being researched and considered:

- Marina Heights/Rio Salado to McClintock Drive - one stop near Rural Rd, and one in the vicinity of Vista Del Lago Drive, west of McClintock. These two stops are in the Novus Innovation District.
- McClintock Drive to Loop 101 Loop – one stop to serve Tempe Marketplace
- Loop 101 to Dobson Road - one stop near the vicinity of Sloan Park near Evergreen Rd, and another one in the vicinity of the intersection with Dobson.
- Dobson Rd (south to Main Street) from Rio Salado to Main Street – a stop area at University Drive, and another one at the end of the line, at Main Street. Main Street is probably the trickiest part of the project since the Light Rail station is a little bit further away from the intersection. It's going to be difficult trying to make that connection with the Light Rail

Two open houses are scheduled from 6 to 8 p.m. on June 10 at Escalante Community Center, Senior Center and on June 12 at Adelante Healthcare, Community Room. A virtual option is also available through June 28 at www.redestreetcar.com

Agenda Item 4 - Sustainability Elements of Accessory Dwelling Units (ADUs) – Shawn Swisher, Sustainability and Resilience Commission Chair*

Given that the State Legislature passed HB2720 in May 2024, a bill that mandates that municipalities in Arizona with populations over 75,000 must adopt regulations to allow accessory dwelling units (ADUs) on lots zoned for single-family homes. It requires that these lots permit at least one attached and one detached ADU, with an additional detached ADU allowed on lots over one acre if it is designated as affordable housing. The bill sets size limits for ADUs, removes certain restrictions such as additional parking or design matching requirements, and exempts specific lands from ADU regulations.

Sustainability and Resilience Chair Shawn Swisher provided brief background comments and presented options regarding how ADU's can encourage a more resilient, diverse and beautiful built environment and emphasized the importance of contributing to the development of this policy to help support the best way forward to implement. He emphasized that there is an opportunity, with "pre-approved plans" to help guide design of ADU's that meet neighborhood character and encompass sustainability elements by ensuring elements of the voluntary International Green Construction Code (IgCC) are part of the design of the pre-approved plans.

Neighborhood Advisory Commission Vice Chair Hagen noted this will not mandate use of pre-approved plans but can reduce friction for paths that seem to align more to our neighborhood and sustainability values making it easier for income expansion and aging in place.

NAC members were provided the following options:

- Sign on to the Sustainability and Resilience Commission letter as presented
- Use any agreed upon points outlined in the Sustainability & Resilience letter to craft a separate NAC letter to Council.
- Gain understanding about the points noted in the letter and later address Council during public meeting with public comments.

There was sustained discussion amongst NAC members about whether they wanted to sign on to the existing letter or secure more information and understanding about elements like the International Green Construction Code (IgCC) to create their own letter. NAC Chair Stern recommended that NAC members table their conversation and asked that they vote re: creating their own letter, which could then be crafted at the retreat meeting.

NAC Member Motion: Commissioner Washkowiak made a motion to add the writing of an ADU letter for Council to the August Retreat agenda.

Second: Commissioner Granillo seconded the motion

Result: The motion was approved by a unanimous vote of those present, 10 ayes and 0 nays

NAC Commission Member Ayes: Lane Carraway, Jan Doughty, Jana Lynn Granillo, Gabe Hagen, John Kozel, Stacy Novis, Joel Stern, Suri Wall, Duane Washkowiak, Brittney Wong

Absent: Brandon Abrahams, Martha Carter, Kriste Melcher, Nancy Puffer

Brianne Fisher, Climate Action Manager, agreed to email the Proposal to Update the Accessory Dwelling Unit (ADU) Code FAQ's document recently created by staff for Neighborhood Advisory Commission members' reference. Sustainability & Resilience Chair Shawn Swisher thanked NAC members for their consideration and requested they share their letter once crafted with the Commission for awareness and so they can review it and consider co-signing the letter as well if desired.

Agenda Item 5 - Rain to Roots Initiative, Maddie Mercer, Sustainability and Resilience Office – Transportation and Sustainability Department and Richard Adkins, Urban Forester - Parks and Recreation*

Brianne briefly shared staff members, background and recent accomplishments of the Sustainability and Resilience Division. This Division has grown from an office of two staff two years ago to eight and is now housed in the Transportation Department providing greater opportunities to work together collaboratively.

Sustainability and Resilience can also be framed and described by mitigation efforts and adaptation meaning addressing the current conditions caused by climate change. How are we mitigating future climate change? How are we preventing greenhouse gas emissions from continuing to heat up our community? How do we encourage people away from single use vehicles to riding the streetcar and extend streetcar into further neighborhoods so more have that option. How are we having renewable energy as opposed to dirty energy from coal powered plants? How are we becoming more resilient as a community, as an individual to rising temperatures and extreme heat? Brianne emphasized that doing the mitigation work is really tough.

Green Stormwater Infrastructure creates “sponges” to pull water in allowing for rainwater harvesting. Benefits of Green Stormwater Infrastructure:

- Supports tree canopy
- Reduces temperatures
- Reduces portable water use
- Mitigates flooding
- Promotes cleaner waterways
- Creates wildlife habitat

The Rain to Roots Master Plan is one of the highlight actions in the Climate Action Plan. The project purpose is to expand green infrastructure and urban cooling initiatives, promote cross-departmental integration and planning and identify opportunities for long-term funding. Areas of opportunity include: streetscapes/public ROW, multi-use paths, parks, neighborhoods and residential properties and private development. Rain to Roots project outcomes are expected to include pilot project designs, city codes and standards, an Urban Forestry Master Plan Update and sustainable funding strategy.

Rain water harvesting is now an eligible Maryanne Corder Neighborhood Grant Program project type. It's possible to benefit the natural hydrology of the land that we occupy and make communities more livable and sustainable.

?: What about trees in alleys?

A: There's a lot of great opportunity with alleyways along with a lot of utilities and usage challenges to work through and we are not looking at alleys for this program unless it's a very particular, unique kind of alley situation.

The Rain to Roots Ambassador Program provides opportunities to advise on direction of programs and policy, to learn more about Tempe's stormwater and urban cooling initiatives and to participate in site visits for pilot projects. Hybrid meetings are held on the first Wednesday of the month from 5:30 to 6:30 p.m. at the Escalante Multi-Generational Center.

Agenda Item 6 - Adjournment

Chair Swisher requested a motion to adjourn the meeting.

Motion: Sustainability and Resilience Commissioner Jung made the motion to adjourn the joint meeting.

Second: Neighborhood Advisory Commission Vice Chair Hagen

Result: All present were in favor.

The meeting was adjourned at 7:15 pm.

Prepared by: Carla Sidi

Reviewed by: Elizabeth Thomas

Minutes Neighborhood Advisory Commission April 3, 2024



Minutes of the Neighborhood Advisory Commission (NAC) Meeting held on Wednesday, April 3, 2024, hybrid meeting with in-person attendance option along with virtual component option via Microsoft Teams platform

(MEMBERS) Present: Brandon Abrahams, Lane Carraway, Martha Carter, Jan Doughty, Jana Lynn Granillo, Gabe Hagen, John Kozel, Kriste Melcher, Stacy Novis, Joel Stern, Duane Washkowiak, Brittney Wong

(MEMBERS) Absent: Annette Fields, Nancy Puffer, Suri Wall

City Staff: Shauna Warner, Neighborhood Services Manager; Ambika Adhikari, Principal Planner, Keith Burke, Deputy City Manager; Lucas Jensen, Planner; Ryan Levesque, Deputy Director Community Development, Planning; Jeff Tamulevich, Community Development Director

Guests: Bruce Genzburg, Valerie Hernandez, Mike Hoffman, Paul Hubbell, Paul Kent, Michael Shelton, Cheryl Aubin Smith, David Sokolowski, Judy Tapscott, Ron Tapscott, Charlotte Thomas, Michael Urwin, Edwin Walker

Agenda Item 1 – Call to Order

The meeting was called to order at 5:30 p.m. by Chair Stern

Agenda Item 2 – Public Comment

- Paul Hubbell, Brentwood Cavalier neighborhood about ADUs
- Mike Hoffman, Optimist Park neighborhood about an AZ Forestry Tempe Treasured Trees grant
- David Sokolowski about support for Salvation Army.
- Michael Urwin about concerns with Salvation Army

Agenda Item 3 – Review and approval of meeting minutes: March 6, 2024 NAC Meeting

Motion: Commissioner Washkowiak made a motion to approve the March 6, 2024 minutes with two amendments: 1. correction of spelling of guest name to Urwin, and 2. correction of spelling of guest name to Edwin.

Second: Commissioner Novis seconded the motion

Result: Minutes were approved by a vote of those present, 11 ayes, 1 abstention and 0 nays

Commission Member Ayes: Brandon Abrahams, Lane Carraway, Martha Carter, Jan Doughty, Jana Lynn Granillo, John Kozel, Kriste Melcher, Stacy Novis, Joel Stern, Duane Washkowiak, Brittney Wong

Commission Member Abstention: Gabe Hagen

Absent: Annette Fields, Nancy Puffer, Suri Wall

Agenda Item 4 – Update and Possible Action on Accessory Dwelling Units Proposed Draft Code

Ryan Levesque and Lucas Jensen gave an overview of the proposed Accessory Dwelling Units draft code and process to solicit input, As of March 27, 2024, City staff has kicked off the second

round of public outreach and engagement on ADUs. Three in-person public meetings have been scheduled and one online public meeting set up to go over a preliminary draft of Tempe's potential ADU expanded regulations, staff's collected research from other cities and survey data received from the public from the previous round of outreach. A new survey is online providing the draft ADU code rules and requesting input and suggestions on the draft. Information is available at: www.tempe.gov/ADU

Commissioners had the following questions:

Q: Is independent separate utility lines?

A: It can be, it doesn't have to be. Can use submeters.

Q: The proposed maximum height is 30 feet?

A: Existing code provision for a second story through a use permit of home is originally single story. Detached up to 15 feet with setbacks for heights. Same process applies today for relief from code through public process?

Q: How is the lot size is calculated and does that omit the square footage of setbacks?

A: it would not omit setbacks.

Q: With AirBnBs, can use room without closet, can you count offices?

A: For parking purposes, ZDC has different definition of bedroom. Opening greater than 6-feet without door doesn't count.

Q: Survey, 55% doesn't want parking requirement, what's rational?

A: If State law passes as is, parking discussion off table.

Q: Parking covered or uncovered? Tandem?

A: Do allow tandem. Use permit process to make front driveway your parking.

Q: Barriers for existing properties? Why haven't those currently eligible done ADUs?

A: Last year about 8 or 9, 5 the initial year. Properties multi-family zoned, so right to build bigger.

Q: Assessor's site, checked lot sizes in neighborhood. With setbacks, there aren't many properties but included on the map of potential properties. Needs to be clearer.

A: Smaller lot, less likely process is available to add ADU. Eligible by zoning, but can you meet requirements?

Q: How do we define success? It doesn't make sense to solve housing shortage. Provide copy of Phoenix Ordinance.

A: Opportunity to increase housing stock. Fulfills middle range of housing in Tempe that is missing. Isn't going to solve the entire problem, but will help provide alternative housing types harder to provide in other locations.

Q: Are character areas and HOAs excluded?

A: HOA CC & R's take precedence over city code. Incumbent on property owner to know. Character areas have no bearing on process.

Q: On pre-approved plans, will you have different sizes?

A: First goal, does city want to adopt ADU program? Pre-approved, streamlined processes would be second phase. Tucson hosted design competition with selected designs.

Q: Could we have the ability to have a DRC type of review process for ADUs?

A: No design review for single-family. State is also looking at overall design review for ADUs. HOAs have design review control.

Q: Cities contacted were college towns. Do you know where location of ADUs were in relation to campus? Would be interested to know where density is.

A: Raleigh only one, fairly evenly distributed.

Q: Live in 1960s homes. Some single car carports, some double. Propose Tucson proposal of adding a space. Does make an impact.

A: To do tandem and get driveway considered parking, need a use permit. If space within first 20 feet, doesn't count.

Q: 3-year ownership requirement, concern around investors. Is there a way to get data, or was it benchmarked?

A: It's unique. Some with owner occupancy requirements. Hard to enforce property owner living on site. Introduce gently, versus influx of buying property to add ADUs.

Q: Could a person mow house down and put two tiny houses?

A: Requires you have an existing single family home to have an ADU.

Q: Height requirement, is there anything that would prevent us from duplicating or limit height.

A: Could restrict ADUs from being taller than existing residence.

Q: Is there anything else to put in requiring to match current homes?

A: Senate restricts from requiring architectural features. Expanding some code allowances for tiny homes or pre-fab buildings as applied to ADUs. Phoenix also considered. Listed height for simplicity's sake. Hard without plan to know current height of home.

Commissioner Hagen noted he can't buy another house, but could get a mortgage for a second unit to rent out. Commissioner Granillo reviewed a copy of survey and commented that there's no data to indicate whether people rent or own, which is important to conversation.

Motion: Commissioner Hagen made a motion to recommend the city consider at minimum: restriction on short-term rentals, a maximum size of 10% of lot size with max of 1,000 feet, whichever is lower and to restrict heights to that of existing home.

Second: Commissioner Novis seconded the motion

Result: The motion was approved by a vote of those present, 10 ayes and 2 nays

Commission Member Ayes: Brandon Abrahams, Martha Carter, Jan Doughty, Gabe Hagen, John Kozel, Kriste Melcher, Stacy Novis, Joel Stern, Duane Washkowiak, Brittney Wong

Commission Member Nays: Lane Carraway, Jana Lynn Granillo

Absent: Annette Fields, Nancy Puffer, Suri Wall

Commissioners asked to receive a presentation with the final proposed language to decide whether to support or not.

Agenda Item 5 – Neighborhood Update on Salvation Army Property by Commissioner Granillo

Commissioner Granillo provided an update on a neighborhood meeting held in December that was hosted by the neighborhoods around Meyer Park. One of the agenda items was the Salvation Army's new location at Rural and Alameda. As a follow-up due to time limitations at the meeting,

an email of concerns raised was sent to the Salvation Army. The Salvation Army provided information that no transitional housing would be provided, the focus at this location is on family aid and utility and rent assistance. Not all neighbors have received notice of the new use. Commissioner Granillo emailed Council about lack of notice to neighborhoods. City planning staff's response was that it was an allowed use as a commercial property. The Neighborhood Advisory Commission received a letter on the topic under public comment at the January 10 meeting, but has not replied as it falls outside the Commission's scope. City staff will reply. Commissioner Granillo asked staff to coordinate a meeting to clarify use, which is particularly important to those properties adjacent to the site.

Agenda Item 6 – 2024 Neighborhood Celebration Updates and Planning

The event is this Saturday. Commissioners were sent a link to sign up to help with the event and emailed celebration information with links and images for posting on social media to share and can share the city's posts as well.

Agenda Item 7 – Proposed Future Agenda Items

- Overview of Growing Together Program – enhancing residential and neighborhood tree planting skills and opportunities
- 2024 Neighborhood Celebration Event Wrap Up
- Alley Cleanups with Keep Tempe Beautiful/Joe Forte
- Vision Zero Update
- NAC Working Groups Updates (if applicable)
- Habitat for Humanity

Agenda Item 8 – Adjournment

Meeting was adjourned at 6:58 p.m.

Prepared by: Shauna Warner

Minutes Neighborhood Advisory Commission May 1, 2024



Minutes of the Neighborhood Advisory Commission (NAC) Meeting held on Wednesday, May 1, 2024, hybrid meeting with in-person attendance option along with virtual component option via Microsoft Teams platform

(MEMBERS) Present: Lane Carraway, Martha Carter, Gabe Hagen, John Kozel, Kriste Melcher, Stacy Novis, Nancy Puffer, Joel Stern, Suri Wall, Duane Washkowiak, Brittney Wong

(MEMBERS) Absent: Brandon Abrahams, Jan Doughty, Annette Fields, Jana Lynn Granillo

City Staff: Elizabeth Thomas, Neighborhood Services Specialist; Shauna Warner, Neighborhood Services Manager; Keith Burke, Deputy City Manager; Richard Adkins, Urban Forester; Madeline Mercer, Sustainability & Resilience Program Coordinator; Maegan Pardue, Public Information Officer, Communication/Marketing Office

Guests: None

Agenda Item 1 – Call to Order

The meeting was called to order at 5:30 p.m. by Chair Stern

Agenda Item 2 – Public Comment

None

Agenda Item 3 – Review and approval of meeting minutes: April 3, 2024 NAC Meeting

Motion: Vice Chair Hagen made a motion to approve the April 3, 2024 minutes as presented.

Second: Commissioner Carraway seconded the motion

Result: Minutes were approved by a unanimous vote of those in attendance, 11 - 0

Commission Member Ayes: Lane Carraway, Martha Carter, Gabe Hagen, John Kozel, Kriste Melcher, Stacy Novis, Nancy Puffer, Joel Stern, Suri Wall, Duane Washkowiak, Brittney Wong

Absent: Brandon Abrahams, Jan Doughty, Annette Fields, Jana Lynn Granillo

Agenda Item 4 – Growing Together - A Tree Stewardship and Workforce Development Program

Maddie Mercer with the Sustainability and Resilience Office of the Transportation and Sustainability Department co-presented with Richard Adkins, Urban Forester-Community Services Department, providing an overview of the Growing Together program.

This program will contribute to achieving the following Council priorities and city performance measures:

- ✓ Tree and shade canopy
- ✓ Community carbon neutrality
- ✓ Poverty rate

Growing Together will focus on expanding Tempe's urban forest to mitigate extreme heat with identified project areas lacking shade and being underserved per climate and economic justice indicators. Identified locations are in northeast Tempe and the Town of Guadalupe/Southwest Tempe area. Through U.S. Department of Agriculture (USDA) Forest Service and AZ Department

of Forestry & Fire Management (DFFM) funding sources, \$1.6 million has been allocated over a three-year period extending from April 2024 through March 2027.

Richard emphasized that of 40 square miles of Tempe, a little over 2% of the land is managed by Tempe with the remainder being on private property. Improvements to private property will benefit the whole community offering better standard of living for all. Program goals are to:

- Expand (and maintain) Tempe's urban **tree canopy**.
- Promote **equitable urban cooling** and **resilience** to extreme heat.
- Create **workforce development** opportunities through on-the-job training programs and professional development scholarships.
- Expand **capacity** for green infrastructure installation and maintenance by creating new temporary staff positions.
- Develop **connections** between the city's urban forestry, green stormwater infrastructure, and urban agriculture initiatives.

A number of program partners will collaborate and contribute to these efforts and work to develop a sustainable model including City of Tempe Transportation & Sustainability/Community Services, Town of Guadalupe, RAIL CDC, Unlimited Potential, ASU Walton Sustainability Solutions Service, Tempe Elementary School District, Tempe Unified High School District and Tempe/Guadalupe residents from the Tempe neighborhoods of University Heights, Alegre, Escalante, La Victoria and Baseline/Hardy.

Staff will be working with neighbors to green their neighborhoods with them rather than doing it for them.

1. **Community Tree Stewards** will be neighborhood champions working with fellow neighbors with low canopy coverage and high heat vulnerability. Participants will be learning how to plant, grow and maintain trees.
2. **School Greening Grounds Main Program** - school staff capacity is limited in maintaining trees. It's important that we protect our past and future investments and help the school district and their staff to maintain these trees. To this end, 3 city funded positions will be added and school district staff will also have opportunities to learn about horticulture, planting trees, removal of dead trees, and best practices.
3. **Food Forest Pilot Project** – Sites at McClintock High School and EnVision Center to provide more shade and increase food access providing more food security in densely packed small area locations offering both food and shade

Current work and next steps will be putting this all together with tasks like creating job descriptions, meeting with community partners, expanding timelines, planning training, creating curriculums, identifying cohorts, securing tools and more. Training is anticipated in September with Food Forests slated to begin in 2025. Staff will make changes and adapt as they go along and will have feedback after the first cohort which will help inform the future ones.

Commissioner Questions and Comments:

? Food Forest – explain please

A: Having a garden, plants of different height in the same space, provides shade, creates a micro-climate which allows plants to grow more closely in small spaces and provides desert edibles in landscapes and diets

?: Were areas identified specifically for the community trees? What is being targeted?

A: Areas apply to all three of the programs

?: How many HOAs or NAs total in those areas identified?

A: I don't know for sure but one of our community partners - Rail CDC - will be working on this outreach and communication as part of their scope of work

?: Can we provide them that information, contact individuals to start?

A: We will follow up.

?: Is this just a 3 year program? Are you going to expand to other neighborhoods?

A: This could be region wide once established. A future goal can be creation of a sustainable model. Grant covers these identified areas only. Neighboring cities are starting their own programs w different approaches and variations. We will learn from each other too.

?: Is there a % of people that are more in need?

A: 100% of the participants will be from those neighborhoods that are socially vulnerable, lacking shade and recognized as underserved. We are working with our partners to identify standards/selection criteria.

Comment: Maybe business owners in these identified areas will be willing to help.

A: Perhaps they would want to add some fruit, edible trees as well.

?: Curious about goals and measurable outcomes?

A: Yes, we had numbers we put in grant re: trees, plants, households engaged, cohorts trained, measurement of temperatures – baseline and later after trees planted

We can provide if you'd like? (Commissioner answered they are assuming it will be public later so that's ok.)

?: Is there a metric around extended impact w teaching ppl how to do it?

A: We do have some measurement goals. Steward participant maybe could even have a nursery in their backyard. Each tree steward will do tracking of # of people working with them.

?: Re: Workforce Development pay of \$20 hr. If grant were to continue, would there be opportunities for them to have continued employment?

A: Yes, possibly. There will be opportunities for additional certifications, possibly micro-credentialing and training like Smartscape Certification, Arborist training or other. ASU is involved in the Scholarship Program.

?: How many trees expected? How do you identify residences?

A: At least 60-75 per neighborhood. Self ID and locations where trees might be of benefit. Community assessment by stewards with neighbor involvement and input. They will need to take on the care and maintenance. Right tree, right place. Right of Way areas and small open plots can be considered.

?: How are you going to get stewards/champions upfront? How are you going to get people to sign up?

A: Our folks and our partners specialize in developing relationships. Tree stewards will have to be in role of community organizer, neighborhood champions.

?: Are we considering folks on a budget who can't afford water or hose or?

A: That will be part of stewardship outreach. Will need to determine if this is an issue. Again, appropriate tree selection is critical. Tree stewards will be trained to perform some of the simpler tasks and funding will be allocated for hoses or irrigation supplies for those in need and wanting to take on a tree.

Agenda Item 5 – Neighborhood Celebration Event Promotion Recap and NAC Member Event and Awards Feedback, Maegan Pardue, Public Information Officer

Maegan Pardue provided an overview of all the outreach done for the award nominations process and later for the 2024 Neighborhood Celebration. Staff estimated attendance at 350. Tempe Today, the utility bill newsletter, remains the most common source of information for residents. Outreach modes again included citywide email blasts, news releases, social media, local ads, and

more. A Spanish translation was provided for platforms where translation is not automatic. This includes a NextDoor post, a Wrangler news ad, and the Spring Opportunities Brochure.

The look from prior two years of this event carried forward with some updates to retain branding while helping to keep it fresh and more evergreen. For example, the new ramada pillar signage had the event year removed allowing future reuse.

In addition to event photos by an event photographer and communications staff videotaping the awards ceremony for Facebook live and later viewings from website, Maegan shot shorter videos of tabling, vendors and overall event for promotional purposes for next year. She shared news of a Warner Wrangler post-event spread.

Chair Stern praised the 2024 Neighborhood Celebration as another great event. Members shared that food and coffee offerings and quantities were good. Staff confirmed they increased food order over prior year.

Member questions and comments about the event:

?: To what do you attribute the increased attendance this year?

A: Varies each year. Keep in mind this version of awards event is still new, only the third year. More FB views to some posts. Lots of factors.

?: Any follow up to folks who attended? Ideas for future events?

A: Not really. Could ask winners what they thought as we have their contact information. We do not collect for all attendees. Have done surveys in the past.

?: Why more emails opened this year?

A: Hard to say. Can only hypothesize. Used same feeds on all posts.

?: What goes where? You have an idea in mind but there is no sketch or map. Maybe assign a team for tasks?

A: NAC did not have an event planning working group for this year.

Maybe some tasks could be done in advance at a prep meeting rather than day of? Would need to plan a date for same. Tasks could include pillar wrap arounds prep and more. If we prep, we may need less volunteers day of and need to recalibrate. I was less busy with take down when I volunteered and felt I wasn't needed.

Need a list of dignitaries and award winners so we can welcome them and show we expect them.

Why not separate tables for each with a sign like Award Recipients Check In with name tags and they complete them? Two to three welcome tables can extend down walkway so not everyone clustered around one table.

?: Can we add bull riding or bouncy house?

A: Maybe. Need funding and could be liability issues.

?: How do we get a bigger budget?

A: Current budget already set for next year and it covers all of event's current needs. What else do you want? Need to identify asks and obtain price estimates. Members would then need to take on solicitation of sponsorships (outside of Salt River Project) that are a good fit with event and pose no conflicts. Staff can help create flier for outreach efforts when more is known.

Some businesses may prefer an ad in a day of flier or newsletter over tabling. Ads could be for a fee. Fine line. No fee for event tabling.

Great foundation, we want to add to this event.

Several members expressed interest in event t-shirts noting they provide event branding, serve as a reminder and encourage talking points when worn. Members discussed sponsorship opportunity, getting a design made and distributing day of or printing onsite like Arts in Parks. Having a face painter was also suggested.

Member questions and comments about the Awards and Awards process:

Liked open-ended application. Allowed for flexibility.

Commission members should not be eligible for awards, it's a conflict of interest.

We need to implement rules and parameters regarding nominations for current commission members. This has never come up before.

Could just add a note or disclaimer on the nomination form or website.

Was there a word count limit on the form? Should we standardize or let it flow? Nominations varied widely.

Should be at least one letter of support with all nominations. At least for Neighbor of the Year consideration.

Businesses must be a Tempe business.

Once they click on a business in application, add a disclaimer.

We are getting too complicated here. We don't need to but could add live, work or play in Tempe – state the obvious.

Give people a chance, on webpage, describe contents/elements of a quality application. Is that possible?

A: Staff can design/format website page, you just have to agree on what you want.

Might we consider a rolling nominations process? We could still review them all together closer to the event date. I always forget about potential, good candidates in the window the nominations are open. University Park neighborhood recently hosted park sessions music event at Daley Park. Over 400 people attended, would be nice to capture feelings, emotions, fond memories while fresh.

Members agreed to include nominations and nominations review process and event planning on the August Retreat agenda.

Agenda Item 6 – Proposed Future Agenda Items Specific to JUNE meeting

- Joint meeting with Sustainability Commission – June date tbd via member polling, June 17 to align with their meeting date or June 5 to align with NAC regular meeting date.
- Establish Event Planning Working Group at June mtg. These members can then meet between June and Aug. Retreat date to discuss ideas/plans and get estimates for any event additions which can be shared with all members at Aug. Retreat. Also need confirmation of any other Aug. Retreat items so staff can arrange speakers and prepare background materials as needed.

- Discussion of Retreat Date options and timeframes that work for all/most members.

Prior Items

- Alley Cleanups with Keep Tempe Beautiful/Joe Forte – updates/outcomes?
- Vision Zero Update
- NAC Working Groups Updates (if applicable)
- Habitat for Humanity

Agenda Item 8 – Adjournment

Meeting was adjourned at 7 p.m.

Prepared by: Elizabeth Thomas



Minutes Parks, Recreation, Golf and Double Butte Cemetery Advisory Board June 26, 2024

Minutes of the Parks, Recreation, Golf and Double Butte Cemetery Advisory Board meeting held on June 26, 2024, 6:00 p.m., Hybrid Meeting- Tempe Public Library (Cottonwood Board Room), 3500 S Rural Rd, Tempe, AZ, and virtual through Microsoft Teams.

Members Present:

Susan Carlson – Chair
Elizabeth Hatch – Vice Chair
Sharon Doyle
Thomas Klabunde
Shereen Lerner
Regina Ponder
Lane Waddell
Lisa Zyriek

Members Absent:

Mary Farmer
Gerardo Lopez

City Staff Present:

Alex Jovanovic, Deputy Community Services Director – Parks (Staff Liaison)
Joshua Bell, Management Assistant II – Recreation
Sima Gharagozly, Sr Educ Career & Family Services Coordinator
Craig Hayton, Community Services Director
Julie Hietter, Community Services Administration Manager
Leneah Muschinski, Age-Friendly Tempe Facilitator
Kelly Rafferty, Community Services Manager
Shawn Wagner, Deputy Community Services Director – Recreation

Other Guests Present:

Doreen Garlid, Councilmember
Janet Hamlin
Donald Zyriek
Franklin Zyriek

Upon the establishment of a quorum, meeting was called to order at 6:00 p.m. by Susan Carlson.

Agenda Item 1 – Public Appearances

Alex Jovanovic read a letter in support of the Age and Dementia Friendly Park concept from Tempe resident Jan Dougherty.

Agenda Item 2 – Approval of Meeting Minutes**May 15, 2024**

Motion by Elizabeth Hatch to approve the meeting minutes of May 15, 2024. Seconded by Shereen Lerner. Motion passed on a 7-0 vote.

Ayes: Chair Susan Carlson, Vice Chair Elizabeth Hatch, board members Sharon Doyle, Thomas Klabunde, Shereen Lerner, Lane Waddell, and Lisa Zyriek.

Absent: Mary Farmer, Gerardo Lopez, and Regina Ponder. Regina Ponder arrived after the vote.

Agenda Item 3 – Golf

Lane Waddell informed the board there is no report at the time and that there may be possible action items at the August meeting

Agenda Item 4 – Recreation Update: Community Facilities, Partners & Boating

Shawn Wagner introduced Kelly Rafferty to discuss his recreation team and areas he supervises.

- North Tempe and Westside Multigenerational Centers
- Boating programs and events: Dragon Boat Festival in March brings around 1,500 every year, Desert Springs Regatta brings rowing teams from variety of states
- Three in rowing certified to run own rowing teams, seven in paddling are level 2 safety trained
- Variety of user groups that use lake: Rio Salado Rowing Crew, Tempe Junior Rowing, ASU rowing and sailing, Xavier and Brophy, Ability 360, dragon boat groups, City of Mesa's Adaptive program
- Boat storage locations under 202 near Marquee Theater and marina
- Boat permits available for Tempe Town Lake and Kiwanis Park Lake; permits required for those who want to go on the water; information posted online and signage exists at lake communicating permit requirement; prices vary between residents and non-residents
- Tempe Town Lake permits: \$10 daily, \$25/\$50 annually for Tempe resident/non-resident
- Board members asked questions and made comments about:
 - If you own your own kayak do you need to get a permit to go on the water?
 - Is there a difference in price for resident vs non-resident for boat permits?
 - How would I know I need a permit to go on the lake?
 - How much do permits cost?
 - The work that goes on at the centers and availability of programs is great

Agenda Item 5 – AZ Hugs

Chair Susan Carlson moved this agenda item to occur after Agenda Item 6 Dementia & Age Friendly Park. Susan informed the board the agenda item was included due to recent news stories involving parks. Alex Jovanovic said there is a pending court case in City regarding charitable events.

- Started hosting smaller events in 2022; notified of special event process
- Increase in size, frequency, and impacts of events towards end of 2023; informed of process they would need to go through; AZ Hugs submitted incomplete application in December 2023
- AZ Hugs continued to host events after submitting incomplete application; City denied application and informed ineligible to apply again for one year due to continued hosting of events and impacts to health and safety

-
- AZ Hugs submitted appeal to Community Services Director; permit was not reconsidered
 - During this time as AZ Hugs continued to host events without a permit, official letters were sent and Park Rangers and Police Department made direct contact to inform organizers of what they were in violation of; they were not cited or shut down
 - City Prosecutor's Office issued a citation; currently pending court case, evidentiary hearing
 - AZ Hugs continues to host events; called "Family Picnics"; hosted three times per week; hosted at Moeur Park and Papago Park
 - Any event that's open to the public would make it an event; to change the process it could require changing City Code
 - There are fees related to the special event application process; application, rental of space, additional resources and services that may be required
 - Public health and safety factors, impacts to City services and infrastructure, impacts greater than what may typically occur with use
 - January council meeting where some local community members made comments about their experiences and impacts after events
 - They are not related to the event hosted at the Mountain Park Health Campus; that organization goes through the application process
 - Deviation of use even for private property goes through special events; task force includes Special Events, Solid Waste, Fire, PD, Tax and License; process helps ensure public safety and enjoyment
 - Board members asked questions and made comments about:
 - What is a special event permit? Thinks of Boots in the Park, triathlon as events.
 - Could there be a different kind of permission?
 - What are the costs?
 - Are they cleaning up after themselves?
 - Are they related to an event hosted at Mountain Park Health?
 - Did Rolling Hills go through the process for their event?

Agenda Item 6 – Dementia & Age Friendly Park

Chair Susan Carlson moved this agenda item in front Agenda Item 5 AZ Hugs. Lisa Zyriek and Janet Hamlin presented on concept of a Dementia & Age Friendly Park, which would be a permanent outdoor space within an existing park and first dementia friendly park in Arizona.

- Compliments and supports Tempe's Age Friendly Action plan, strategic priorities, Equity Study, 2050 General Plan
- Increase in population over age of 65 in Tempe, individuals with physical and mental disabilities; Alzheimer's cases in Arizona expected to increase 33% between 2020 to 2025
- Conceptual drawings provided as part of proposal in order to move forward in conversations; single point of entry and exit, fencing around perimeter, wide paths, benches with arm rests, picnic tables, trees and shade, good sightlines, no sharp turns or dead ends
- Space identified at Kiwanis Park as part of discussion, between batting range and ballfields
- Performance area, outdoor area to host classes and activities
- Recognize parks are expensive; potential grant funding and donors identified

-
- Estimated costs vary between \$300k and \$800k; Alex explained costs can be scalable depending on features in park, scope of project, and process it might need to go through
 - Considered features to include as park grows; cited Chandler Sunset Library as example; cautious about noise-making sensory attracting children, consideration of older population
 - Talked to Tom Duensing: no additional liability; someone who may choose to leave someone at park is similar to parent leaving child at park, call Police
 - Alex noted there would be a proper review and vetting process in the City
 - Alex noted Councilmember Garlid's presence and support for the project, as well as support from other members and organizations
 - Alex noted projects at Kiwanis Park: dog park on north side, improvements to boating concessions building, bathrooms, playground on north side; athletic lighting improvements at Fiesta volleyball courts; improvements to plaza area and scoreboards at ballfields; Sister Cities Garden area
 - Alex noted nothing currently planned or budgeted for area that's been identified for park; as a staff and City supportive of proposal; need to work into 5 year CIP
 - Craig noted potential grant and donor opportunities presented could help flexibility of placing project in 5 year plan; have to consider operating and maintenance costs to ensure being good stewards of budget
 - In considering locations, considered elements that were must-haves for park: access to restrooms, parking, peaceful and tranquil; Sister Cities was given some consideration
 - Board members asked questions and made comments about:
 - What are some estimated costs?
 - Keep Tempe Beautiful and other local groups could potentially help
 - Have you thought about including sensory areas?
 - Brought this agenda item to present information; what is your expectation?
 - Concern about safety and risk
 - Concern about people bringing someone to park, leaving them there to go do errands
 - Are there other projects at Kiwanis Park happening?
 - Park could go to Kiwanis Park or another park as long as it has needed facilities?
 - Put as item for August agenda

Agenda Item 7 – Board Operational Updates

Susan discussed goals, next steps, and opportunities.

- **Goals**
- **Next Steps**
- **Opportunities**
 - Tom discussed Tempe proclaiming itself a “Monarch City”; time to start figuring out how it will work; would like to have future presentation on how to get involved, understanding funding and expertise; Alex will follow up to see about scheduling in August or September
 - Request for update on Desert Conservation Commission

- Susan shared a draft of a “statement of support and advocacy” for the board
- Susan asked if anyone had submitted any feedback or a draft for a donation policy; Alex noted there is not a deadline

Agenda Item 8 – Future Agenda Items

Future agenda items previously discussed.

Agenda Item 9 – Public Meeting Attendance, Notices & Announcements

Sharon Doyle said the Kiwanis Club is looking for volunteers for the Fourth of July Festival. Shawn informed the board the festival is returning to Tempe Town Lake. Alex noted Kiwanis Club is making a donation for the north playground at Kiwanis Park.

Meeting adjourned at 7:17 p.m.

Prepared by: Joshua Bell, Management Assistant II, (480) 350-8676

Reviewed by: Alex Jovanovic, Deputy Community Services Director- Parks, (480) 350-5811

**Minutes
Rio Salado Enhanced Services Commission
April 16, 2024**

Minutes of the Enhanced Services Commission meeting that was held on April 16, 2024, at 8:30 am in person at 31 E. 5th Street, Tempe, AZ 85281 in the CD – Conference Lobby Room and with a hybrid option through Microsoft Teams.

Members Present:

Craig Hayton, Com Svcs. Director, Chairman
Tara Ford, President, Director – Public Works
Jarett Brock, Vice President Commission/Area 1 Rep
Jeff Tamulevich, Sec. of the Commission/CD Director
Patrick Panetta, ASU Member
Nick Woodruff, Landowner Member 2
Ted Rabban, Landowner Member/Area 3 Rep

City Staff Present:

Michael Martin, Downtown Tempe Authority Member
Ryan Levesque, Dep. Comm. Dev. Dir. of Planning
Mike Baxley, Dep. Comm Dev. Dir of Building Safety
Craig Caggiano, Dep. Mun Util Dir – Water Util
Shawn Wagner, Dep.Com. Svcs. Dir Parks & Rec
Alex Jovanovic, Dep Com Svcs Dir Parks & Rec.
Roger Hallsted, Administration Manager, Comm. Dev.
Sarah Adame, Executive Assistant, Comm. Dev.

Members Absent:

Tom Duensing, Treasurer, Financial Svcs Director
Mark Clounch, At-Large Residential Property Owner
Barbara Haris, Public Member

Guests Present:

None

Meeting convened at 8:31 am

Agenda Item 1 – Consideration of Meeting Minutes:

January 16, 2024, Regular meeting minutes

Mr. Craig Hayton called for a motion to vote on approval of the regular meeting minutes.

MOTION: Jeff Tamulevich, Sec. of the Commission/CD Director, motioned to approve.

SECOND: Patrick Panetta, ASU Member, seconded the motion.

VOTE: Approved 7-0, 2 absent

AYES: Craig Hayton, Chairman, Com Svcs. Director,
Tara Ford, President, Public Works, Director
Patrick Panetta, ASU Member
Jarett Brock, Vice President Commission/Area 1 Rep
Nick Woodruff, Landowner Member 2
Ted Rabban, Landowner Member/Area 3 Rep
Jeff Tamulevich, Sec. of the Commission/CD Director

NAYS: None

ABSTAIN: None

ABSENT: Tom Duensing, Treasurer, Financial Svcs Director; Barbara Haris, Public Member

Agenda Item 2 – Public Appearances

None.

Agenda Item 3 – Budget Update – Roger Hallsted

Reviewed the budget's history for this fiscal year, the last three years, and current budget. Reviewed the budget

proposed for the upcoming fiscal year 2024-2025 that will be going before council for approval in June 2024. The biggest change for next fiscal year's budget is additional security costs. This section of the budget has increased due to providing more security staff and hours of coverage for the lake and the surrounding area. Discussion about moving forward with the new changes for security and how funding will be affected. There are other parts of the budget such as admin and insurance cost that has increased by 15% as well. Additionally, the boat permit revenues have been decreasing over the past couple of years. This next year would be a great time to review the Park Ranger program and the security through the DTA contract.

Mr. Jeff Tamulevich called for a motion to vote a recommended approval

MOTION: Jeff Tamulevich, Sec. of the Commission/CD Director, motioned to approve.

SECOND: Tara Ford, President, Public Works, Director, seconded the motion.

VOTE: Approved 7-0, 2 absent

AYES: Craig Hayton, Com Svcs. Director, Chairman
Tara Ford, President, Public Works, Director
Jeff Tamulevich, Sec. of the Commission/CD Director
Patrick Panetta, ASU Member
Jarett Brock, Vice President Commission/Area 1 Rep
Nick Woodruff, Landowner Member 2
Ted Rabban, Landowner Member/Area 3 Rep

NAYS: None

ABSTAIN: None

ABSENT: Tom Duensing, Treasurer, Financial Svcs Director and Barbara Haris, Public Member

Agenda Item 4 - Town Lake Operations – Craig Caggiano

The lake is undertaking another round of cylinder rehabilitation. The cylinders are aging well. There will be four taken down to be evaluated for resealing and rehabilitation. During this time, five to eight gates will be in operation. We can operate down to three gates, and that is still safe for us. The cylinders will be pulled off from the bottom inside section of the dam in the concrete area. There is ongoing habitation maintenance of this access road that leads down into the concrete area where the spilling concrete area lies. This rehab process occurs every seven to eight years. It helps keep the bottom of the dam area clean and well-maintained, which is highly recommended by the Flood Control. In March 2024, Water Utilities Division reported blue green algae bloom in the lake. It is mostly harmless. It was monitored very closely and screened for toxins by a 3rd party laboratory. The use of the lake was restricted during this period. When we received the results, it was negative for toxin and the lake was reopened for use. Water quality in the lake looks good heading into event season. The quantity has been great this year we received a few deliveries compared to last year when we did not have any deliveries of replacement water. The hope is that after the monsoon season, we won't need any additional deliveries.

The Rio Salado Community Facilities District funds two positions in the Water Division who work with maintaining and working on lake projects. As the lake operations is expanding, staff will be hiring for another position.

Agenda Item 5 – Community Services & Special Events – Craig Hayton, Alex Jovanovic and Shawn Wagner

Currently, there are park ranger positions that are funded through the CFD. Recently, the CFD Lead Park Ranger passed away due to a traffic accident on March 12, 2024, that was non-work related. There have been some transitional outreaches to the community and programs. Park Rangers may be receiving bikes to use around the lake, the CFD, and park areas. Staff is working with management, human resources, and risk management on a policy for park rangers to carry out the functions, and may use Narcan in emergency situations. Staff is still waiting for additional vehicles and computers for the park rangers. The first quarter park ranger report shows that there were 4,677 interactions with the public (?) and 933 CFD related.

Park Ranger Report Details:

- 4,677 proactive
- 282 dispatched
- 186 direct contacts
- 48% leadership direction
- 27% PD
- 11% 311

- 448 warnings
- 374 unsheltered engagements
- 224 dogs off leash
- 161 parking 26 trespass
- 36 urban camping
- 82 connections to services (71 HOPE)
- 244 Handoffs
- 127 parks maintenance
- 49 PD
- 287 Hazards
- 120 drug paraphernalia
- 107 abandoned properties

Park Ranger: Sentiment Survey of the Zen City Sentiment Survey

Zen City Sentiment Survey		
	December-23	February-24
Responses	427	419
Frequency of use	50% weekly or more	50 % weekly or more
Park Use	28% Rio Salado, 21% Kiwanis	22% Rio Salado, 19% Kiwanis
Top Concern	Homelessness	Homelessness
Time of Use	42% evening	34% morning, 33% evening
Limits Use	32% feeling of safety, 26% proximity, 21% parking	28% feeling of safety, 26% parking, 23% proximity
Feeling of Safety	56%	56%
Ranger Awareness	57.8% unaware	57% unaware
Interaction w/Ranger	96% satisfied, 85% improved feeling	89% satisfied

Lake View Drive had some issues with car meet-ups, street racing, burnouts & doughnuts, and criminal activities. There are some temporary solutions in place such as closing the gates to Lake View Drive at 8:00 pm. New signage, and A-frames signage will be posted on concert nights which will redirect traffic. The long-term plan is to install speed humps in the 4-way intersection. Also, in the parking lot area, parking blocks will be installed so the people won't be able to do doughnuts with their vehicles. There may be some installation of spike strips at the entrances of the parking lot. Staff is working on repairing the road surface on parts of Mill Ave & Rio as well as Rio Salado South Pathway which will be re-graded in the South Path.

Special Events: Spring/Summer 2024

April

4/16-20	Glass Clippings Open	Rolling Hills
4/19	ASU Sustainable Elegance Fashion Show	FABRIC

4/24	Splash & Dash	Tempe Town Lake Marina
4/28	Catus Man Triathlon	Tempe Beach Park
May		
5/4	Tempe Night Market	CenterPoint Plaza
5/11	Donut Judge Me 5K	Tempe Beach Park
5/12	AZ Road Racers Summer Series	Giuliano Park
5/19	Boots in the Park	Tempe Beach Park
June		
6/1	DTA Tempe PRIDE Party	CenterPoint Plaza
6/2	Hot as Hell Trail Run	Papago Park
6/15	Juneteenth Block Party	CenterPoint Plaza
July		
7/4	July 4 Festival	Tempe Beach Park

Agenda Item 6 – Downtown Tempe Update

DTA Update:

Upcoming June Events

- Pride Celebration on Saturday, June 1 from 7 – 1 pm in CenterPoint Plaza. This is a free event with Silent Disco, dancing, Music, food, and beer and wine.
- Juneteenth Block Party on Saturday, June 15 from 7-11 pm in CenterPoint Plaza. This is a free event featuring a DJ, spoke word performances, steppers, breakdancing, double-Dutch jump roping, a mobile cigar lounge, adult beverages & more!
- Mill Avenue Streetscape has begun at the Mill Avenue & University Dr. intersection with electrical work and corner sidewalk and ramp reconstruction through August 2024. Access to Mill Avenue businesses will remain open and construction schedule will accommodate planned events like 4th of July.
- Addition of festoon lighting on 4th Street, west of Mill Avenue should be complete by end of April; then project moves to 6th Street, west of Mill for festoon lighting to be added to both sides of 6th Street; project should conclude by middle of June.
- Downtown Tempe Façade Improvement Grants for downtown merchants, with funding provided by the City of Tempe, have earmarked over \$158,000 for the improvement of retail facades, aligning with the streetscape project on Mill.
- The DTA Board of Directors is currently accepting nominations for individuals to serve on the Board of Directors. There are currently four seats open for election or term renewal. Any members of the Downtown Tempe Authority (property owners and merchants within the district) can nominate individuals to be added to this list. All nominations must be received by 5pm on May 15, 2024. Details can be found on the DTA website at www.downtowntempe.com

New Businesses

- Parlor Donuts (in The Hudson at Farmer & University)
- Dazey Aesthetics (in the former JUUT Salon space on Mill)
- Devil's Hideaway & Idle Hands (former Rula Bula space)
- The Plant Mill (in old bookstore space near Cactus Sports) – a cool new plant co-op

Opening soon:

- Bonchon (Korean Fired Chicken) in OliV building corner of 7th & Myrtle
- Taco Chelo on College Ave

4th Quarter 2023 openings: 8 new businesses, 2 closed

1st Quarter 2024: 3 new businesses; 6 closings (JUUT Salon, Salvation Army, Antijos Linda Mar, U Break I Fix, The Lunch Box, Zuma Grill)

Currently there are 170 street levels businesses in the downtown district, 63% are local/independent.

3,333 residential units with 1,550 in pipeline and 1,716 hotel units.

Agenda Item 7 – ASU Updates – Patrick Panetta

Novus Updates

- Vero Micro-unit Multi-family Housing project is complete and leasing
- Eureka!, Nautical Bowls and The Alley restaurants in the ground floor of the Piedmont MFH project are open
- Blue Sushi Sake Grill, and Over Easy restaurants on the ground floor of the Piedmont MFH project are under construction (Summer 2024 opening)
- Three Fox Restaurant concepts on Novus Place (Flower Child, Blanco Cucina & North Italia) are all under construction for an end of year opening.
- Transwestern MFH project at Rural and 6th Streets is under construction for a Fall 2025 opening

McCain Library Updates

- Architect RFQ was released on April 1st, with a pre-submittal conference held April 8th. Submittals are due May 6th for a targeted August selection
- Construction Contractor RFQ to be released in July
- Projected Phase 1 completion dates in 2027

Member of the ASU UCX Rio Reimagined team will join the August meeting for a project update to the Commission.

Agenda Item 8 – Public Works (Engineering) and Transportation – Tara Ford

Engineering/Transportation no longer is a department. Engineering has been reorganized to Public Works and Transportation has been moved over to Sustainability.

Engineering is working the project with the installation of spike strips at the entrances of the parking lot of the Lake View Drive. Engineering also submitted an RFQ for the Gateway Project downtown Tempe. There is also a heavy involvement with the Streetscape project. All these projects are being expedited and more updates to come.

Agenda Item 9 – Public and Private Development Update – Jeff Tamulevich, Ryan Levesque, and Mike Baxley

There is one project that is in the entitlement process at the time. The Pier lot 1 is a multistory building which is an office tower. The Roman restaurant is the last addition to the Hayden Ferri Lakeside property development.

The Hayden Flower Mill Silos: Development agreement was signed last year. The developer has until December to execute a ground lease and start the phase 1 with rehabilitation of the existing structure.

Phase 2 will start the archeological monitoring any day. The developer is planning a public outreach session in the Fall to showcase the development plans.

Announcements

Next meeting August 20, 2024.

Meeting adjourned at 9:30 am

Prepared by Sarah Adame

Reviewed by: Roger Hallsted and Ambika Adhikari



Jeff Tamulevich
Community Development Director
Secretary of the Commission

PROCLAMATION

WHEREAS, Ovarian cancer is the 5th leading cause of death among women and the American Cancer Society estimates each year approximately 19,680 women will be diagnosed with ovarian cancer in 2024 and 12,740 individuals will die from the disease nationwide, including 460 new cases and 310 deaths in Arizona; and

WHEREAS, in the United States, a woman’s lifetime risk of being diagnosed with ovarian cancer is about 1 in 87; and

WHEREAS, due to vague symptoms and the lack of reliable early detection test most women are not diagnosed until Stage III or later, when the cancer has already begun to spread to the lymph nodes and outside of the pelvis; and

WHEREAS, although the five-year survival rate for Stage I ovarian cancer is over 90 percent, only 15 percent of ovarian cancers are diagnosed at this early stage, and the five-year survival rate for late-stage ovarian cancer is below 30 percent; and

WHEREAS, while a mammogram can detect breast cancer and a pap smear can detect cervical cancer, there is no reliable early detection test for ovarian cancer; and

WHEREAS, women’s lives can be saved through increased public awareness of ovarian cancer and its risk factors, signs, and symptoms; and

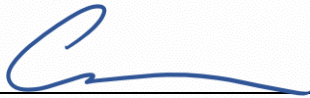
WHEREAS, this month, the City of Tempe, joins all those who are battling ovarian cancer, those who have lost their lives to the disease, their loved ones, and our state’s many dedicated healthcare workers in spreading awareness, committing to public education, and embracing hope for better diagnoses, treatments, and a cure; and

WHEREAS, I encourage all residents of City of Tempe to observe Ovarian Cancer Awareness Month and support the cause that so deeply impacts families in every community across our country.

NOW, THEREFORE, I, Corey Woods, Mayor of the City of Tempe, Arizona, do hereby declare:

September 2024
as
Ovarian Cancer Awareness Month
in Tempe, Arizona

IN WITNESS WHEREOF,
I hereunto set my hand this
5th Day of September, Two
Thousand and Twenty-Four.


Corey D. Woods





CITY OF TEMPE REQUEST FOR COUNCIL ACTION

**Meeting Date: 9/5/2024
Agenda Item: 7A1**

ACTION: Designate Greg Ruiz, Interim Chief Deputy City Manager, to exercise the powers and perform the duties of City Manager during Rosa Inchausti's temporary absence or disability. Greg Ruiz will be designated Acting City Manager until City Manager Inchausti shall return or her disability shall cease.

FISCAL IMPACT: None.

RECOMMENDATION: Approve the designation of Acting City Manager.

BACKGROUND INFORMATION: Tempe City Charter Section 3.03 - Acting City Manager, states the following:

"By letter filed with the City Clerk the manager shall designate, subject to approval of the Council, a qualified City administrative officer to exercise the powers and perform the duties of manager during his/her temporary absence or disability. During such absence or disability, the Council may revoke such designation at any time and appoint another officer of the City to serve until the manager shall return or his/her disability shall cease."

Pursuant to Section 3.03 of the Tempe City Charter, the City Manager must designate, subject to approval of the City Council, a qualified city administrative officer to exercise the powers and perform the duties of the Manager during his/her temporary absence or disability.

Rosa Inchausti, City Manager, designates Greg Ruiz, Interim Chief Deputy City Manager, as the Acting City Manager until such time as the City Manager shall return or as otherwise specified in Section 3.03.

ATTACHMENTS:

1. 09 05 24 DESIGNATION OF ACTING CITY MANAGER SIGNED.PDF

STAFF CONTACT(S): Rosa Inchausti, City Manager, (480) 350-8999

Department Director: Rosa Inchausti, City Manager
Legal review by: Eric Anderson, City Attorney
Prepared by: Eric Anderson, City Attorney

Memorandum



Date: September 5, 2024

To: Kara DeArrastia, City Clerk

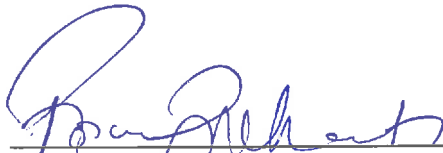
From: Rosa Inchausti, City Manager

CC: Greg Ruiz, Interim Chief Deputy City Manager
Keith Burke, Deputy City Manager
Lisette Camacho, Deputy City Manager

Subject: Designation of Acting City Manager

Pursuant to Section 3.03 of the Tempe City Charter, the City Manager must designate, subject to approval of the City Council, a qualified city administrative officer to exercise the powers and perform the duties of the Manager during her temporary absence or disability.

In the event that I should be absent or otherwise unable to perform the duties of the Manager, I hereby designate Interim Chief Deputy City Manager Greg Ruiz as the Acting City Manager until such time as I may be able to resume such duties or until another Acting City Manager should be appointed through City Council action as set forth in Section 3.03.



Rosa Inchausti
City Manager



CITY OF TEMPE REQUEST FOR COUNCIL ACTION

**Meeting Date: 9/05/2024
Agenda Item: 7A2**

ACTION: Authorize the City Manager to execute the fiscal year July 1, 2024 – June 30, 2025 (FY2025) contract with the Greater Phoenix Economic Council for regional marketing and business attraction services in the amount of \$95,102.00.

FISCAL IMPACT: Sufficient funding for the Greater Phoenix Economic Council (GPEC) contract has been appropriated in General Fund cost center 1232 (Economic Development), account 7099.

RECOMMENDATION: Staff recommends approval of the Greater Phoenix Economic Council 2024-2025 Contract.

BACKGROUND INFORMATION: The contract amount (\$95,102.00) is based on the 2023 Office of Employment and Population Statistics, Arizona Department of Administration population estimate for Tempe (194,205) and per capita rate of \$.4897, which is the same amount used for the 2023-24 contract.

GPEC's mission is to attract quality business to the Greater Phoenix Region from around the world, and champion foundational effects to improve the region's competitiveness. The GPEC Action Plan Fiscal Year 2025 is attached.

ATTACHMENTS:

1. TEMPE FY25 CONTRACT - FINAL.DOCX
2. EXHIBIT A ACTION PLAN FY25_SMALL-COMPRESSED.PDF
3. EXHIBIT B FY25 METRICS.PDF
4. EXHIBIT C TARGET INDUSTRIES.PDF
5. EXHIBIT D FY25 REPORTING DRAFT.PDF
6. EXHIBIT E FY25 CITY DEFAULT.PDF
7. EXHIBIT F FY25 REGIONAL COOPERATION PROTOCOL POLICY.PDF
8. COMMUNITY BENEFITS REPORT - TEMPE 2024.PDF

STAFF CONTACT(S): April Kroner, Deputy Economic Development Director, (480) 815-5938

Department Director: Mike DiDomenico, Economic Development Director

Legal review by: Sam Arrowsmith, Assistant City Attorney

Prepared by: April Kroner, Deputy Economic Development Director

**AGREEMENT BETWEEN
THE GREATER PHOENIX ECONOMIC COUNCIL
AND THE CITY OF TEMPE
City Contract No. _____**

The City Council of the CITY OF TEMPE, a municipal corporation (the “City”), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL (“GPEC”), an Arizona non-profit corporation. The purpose of this agreement (“Agreement”) is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City and the payments of the City to GPEC for the fiscal year July 1, 2024- June 30, 2025 (“FY2025”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and GPEC agree as follows:

I. RESPONSIBILITIES OF GPEC

- A. MISSION:** Attract and grow quality businesses and advocate for Greater Phoenix’s competitiveness.
- B. GOALS:** GPEC is guided by and strategically focused on two specific long-range goals:
 - 1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.
 - 2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.
- C. RETENTION AND EXPANSION POLICY:**
 - 1. GPEC’s primary role is developing the Greater Phoenix region’s market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.
 - 2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.
 - 3. GPEC will support its member communities’ efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.
 - 4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.
- D. ACTION PLAN AND BUDGET:** In accordance with the Mission, Goals and Retention Policy set forth above and subject to the availability of adequate funding, GPEC shall implement the Action Plan and Budget adopted by GPEC's Board of Directors, a copy of which has been delivered to the City, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** (“GPEC Action Plan”). The City shall be informed of any changes in the adopted Action Plan which will materially

affect or alter the priorities established therein. Such notification will be in writing and will be made prior to implementation of such changes. Notwithstanding the foregoing, the City acknowledges and agrees that GPEC may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the Action Plan as required by a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC shall solicit the input of the City on the formulation of future marketing strategies and advertisements. The Action Plan will be revised to reflect any agreed upon changes to the Action Plan.

- E. PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and shall be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, these performance targets may be revised with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC shall provide a copy of its annual external audit for the preceding fiscal year to the City no later than December 31, 2024.

In the case of any benchmark which is not met, GPEC will meet with the EDDT to provide an explanation of the relevant factors and circumstances and discuss the approach to be taken in order to achieve the target(s). Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the City of such event or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement will constitute an event of default for which the City may terminate this Agreement pursuant to paragraph IV.J. below.

II. RESPONSIBILITIES OF THE CITY

- A. STAFF SUPPORT OF GPEC EFFORTS:** The City shall provide staff support to GPEC's economic development efforts as follows:
1. The City shall respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if the City desires to compete and if the lead is appropriate for the City. When available, the City agrees to provide its response in the format developed jointly by EDDT and GPEC;
 2. The City shall provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City;
 3. The City shall provide an official economic development representative to represent the City on the EDDT, which advises GPEC's President and CEO;
 4. The City shall cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared

data systems, land and building data bases and private sector real estate industry interfaces;

5. The City shall use its best efforts to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request;
6. In order to enable GPEC to be more sensitive to the City's requirements, the City shall, at its sole option, deliver to GPEC copies of any City approved economic development strategies, work plan, programs and evaluation criteria. GPEC shall not disclose the same to the other participants in GPEC or their representatives;
7. The City shall utilize its best good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself;
8. The City agrees to work with GPEC to improve the City's competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in **Exhibit C** ("Targeted Industries");

- B. RECOGNITION OF GPEC:** The City agrees to recognize GPEC as the City's officially designated regional economic development organization for marketing the Greater Phoenix region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

- A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE:** Representative(s) of the City shall be entitled to participate in GPEC's marketing events provided that such participation shall not be at GPEC's expense. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to City economic development staff for business location prospects identified and qualified by the City and assist the City with presentations to the prospect in the City or their corporate location.

B. COMPENSATION:

1. The City agrees to pay **\$95,102** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2025, as set forth in this Agreement. This amount is based on approximately \$.4897 per capita based upon the 2023 Office of Economic Opportunity population estimate, which listed the City as having a population of **194,205**. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City Council, be increased or decreased from time to time during the term hereof in accordance with the increases or decreases of general application in the per capita payments to GPEC by other municipalities which support GPEC.
2. Funding of this Agreement shall be subject to the annual appropriations of funds for this activity by the City Council pursuant to the required budget process of the City;

3. Nothing herein shall preclude the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the City and GPEC; and
4. GPEC shall submit invoices for payment on a semi-annual basis for services provided. The foregoing notwithstanding, if GPEC has not provided the City with the audit required pursuant to paragraph I.E. above no later than December 31, 2024, no payments shall be made hereunder until the City receives the audit report. Invoices and monthly activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfillment") attached hereto, are to be submitted to the address listed under paragraph IV.P.

C. COOPERATION:

1. The parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering GPEC's goals for FY2025. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.
2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY2026 contract.
3. The City agrees to work with GPEC during FY2025 to develop a revised public sector funding plan, including a regional allocation formula for FY2026, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS:

- A. COVENANT AGAINST CONTINGENT FEES:** GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.
- B. PAYMENT DEDUCTION OFFSET PROVISION:** GPEC recognizes the provisions of the City Code of the City of Tempe which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.
- C. ASSIGNMENT PROHIBITED:** No party to this agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and no effect.
- D. INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. At all times during the term of this Agreement, GPEC shall be an independent contractor and shall not be an employee of City. City shall have the right to control GPEC only insofar as to the results of GPEC's services rendered pursuant to this Agreement. GPEC shall have no authority, express or implied, to act on behalf of City in any capacity

whatsoever as an agent. GPEC shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

- E. INDEMNIFICATION AND HOLD HARMLESS:** During the term of this Contract, GPEC shall indemnify, defend, hold, protect and save harmless the City and any and all of its Council members, officers and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC and with GPEC's knowledge and consent.

Any party entitled to indemnity shall notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and shall give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this subsection E shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified party.

- F. INSURANCE:** GPEC shall procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.

- G. GRATUITIES:** The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings shall be an issue and may be reviewed in any competent court. In the event of such termination, the City shall be entitled to pursue all legal and equitable remedies against GPEC available to the City. Activities by an officer or employee of the City while engaged in official business with GPEC, including travel shall not be deemed a gratuity.

- H. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:

1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action shall include, but not be limited to, the following:

employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. GPEC will, in all solicitations or advertisements for employees place by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.
3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to Agreements or subcontracts for standard commercial supplies or new materials.
4. Upon request by the City, GPEC shall provide City with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports shall be accomplished upon forms furnished by the City or in such other format as the City shall prescribe.

I. COMPLIANCE WITH FEDERAL AND STATE LAWS REQUIRED. GPEC understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.

1. GPEC warrants to the City that, to the extent applicable under A.R.S. §41-4401, GPEC is in compliance with all Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A). GPEC acknowledges that a breach of this warranty by GPEC or any subconsultants providing services under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any applicable subcontract. The City retains the legal right to inspect the papers of any employee of GPEC or any subconsultant who works on this Agreement to ensure compliance with this warranty.
2. The City may conduct random verification of the employment records of GPEC and any of its subconsultants who work on this Agreement to ensure compliance with this warranty.
3. The City will not consider GPEC or any of its subconsultants who work on this Agreement in material breach of the foregoing warranty if GPEC and such subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).
4. The provisions of this Section I must be included in any contract GPEC enters into with any and all of its subconsultants who provide services under this Agreement or any subcontract to provide services under this Agreement. As used in this

Section I "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

5. GPEC certifies that it is not currently engaged in and agrees for the duration of the Agreement not to engage in a boycott of Israel as defined in A.R.S. § 35-393.
6. In accordance with Arizona Revised Statutes § 35-394, GPEC hereby certifies and agrees that GPEC does not currently and shall not for the duration of this Agreement use 1) the forced labor of ethnic Uyghurs in the People's Republic of China, 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If GPEC becomes aware during the term of this Agreement that GPEC is not in compliance with this Section, then GPEC shall notify the Town within five (5) business days after becoming aware of such noncompliance. If GPEC does not provide the Town with written certification that GPEC has remedied such noncompliance within one hundred eighty (180) days after notifying the Town of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such one hundred eighty (180) day remedy period, this Agreement shall terminate on such contract termination date.

J. TERMINATION. City shall have the right to terminate this Agreement if GPEC shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default shall be deemed to have occurred or to exist if, and so long as, GPEC shall commence such action within that period and diligently and continuously prosecute the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.

K. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS. GPEC's performance hereunder shall be in material compliance with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.

L. INSTITUTION OF LEGAL ACTIONS. Any legal actions instituted pursuant to this Agreement must be filed in the county of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.

- M. APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, shall be tried according to the laws of the State of Arizona, and GPEC shall agree that the venue for any such action shall be in the State of Arizona.
- N. CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.
- O. CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by City personnel upon request.
- P. NOTICES.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City:

Mike DiDomenico
Economic Development Director
City of Tempe - Economic Development
P.O. Box 5002
Tempe, Arizona 85281
(480) 350-8812 FAX: (480) 350-2951

If to GPEC:

Chris Camacho
President and Chief Executive Officer
Greater Phoenix Economic Council
Two North Central Avenue, Suite 2500
Phoenix, Arizona 85004-4469
(602) 256-7700 FAX: (602) 256-7744

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

- Q. TRANSACTIONAL CONFLICT OF INTEREST.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
- R. NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may

become due to the City or successor, or on any obligation under the terms of this Agreement.

- S. NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- T. SEVERABILITY.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.
- U. CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- V. NO THIRD PARTY BENEFICIARIES.** No creditor of either party or other individual or entity shall have any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.
- W. DISCLOSURE OF CONFIDENTIAL INFORMATION IF REQUIRED BY LAW.** This agreement allows the Parties to disclose Confidential Information, as defined below, to each other under the following terms. In the opinion of the Parties to this Agreement: (1) the Confidential Information is the proprietary property of the Parties and is strictly confidential and privileged pursuant to, among other laws, A.R.S. §§ 44-401, et seq., (2) the release of the Confidential Information provided could cause harm to the Parties' competitive position, (3) the Confidential Information is potentially personal and private, and (4) the Confidential Information is exempt from disclosure under the Arizona Public Records and Open Meeting Laws, A.R.S. § 39-121, et seq. The Agreement does not license, assign, or convey any intellectual property or proprietary rights from any Party to any other Party.

"Confidential Information" means non-public information, know-how, or trade secrets in any form, that:

1. Are designated as being confidential; or
2. A reasonable person knows or reasonably should understand to be confidential.

The City must comply with and may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.). The City may disclose Confidential Information if required to comply with a court order or other government demand that has the force of law. Prior to disclosure, the Party must:

1. Seek the highest level of protection available; and
2. Give GPEC reasonable prior notice of the request for records and identified responsive documents to allow them to seek a protective order, unless such notice is not permitted under law.

X. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including nine (9) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A – GPEC Action Plan
Exhibit B – GPEC Performance Measures
Exhibit C – Targeted Industries
Exhibit D – Reporting Mechanism for Contract Fulfillment
Exhibit E – Insurance Requirements
Exhibit F – Regional Cooperation Protocol

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this _____ day of _____, 2024.

CITY OF TEMPE,
an Arizona municipal corporation

By: _____
Rosa Inchausti
Its: City Manager

ATTEST:

By: _____
Its: City Clerk

APPROVED AS TO FORM:

By: _____
Its: City Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation

By: _____
Chris Camacho
Its: President & Chief Executive Officer

GREATER PHOENIX ECONOMIC COUNCIL

Action Plan FY25



gpec.org // 602.256.7700



Letter from **Chris Camacho** *President & CEO*

Dear Partners and Stakeholders,

As we enter the third and final year of GPEC's FY23-FY25 Strategic Plan, I am filled with optimism for the future of Greater Phoenix.

Over the past year, we have made great progress in executing against our vision of a future economy grounded in innovation, dynamism, anti-fragility and equity. Through intentional planning and collaboration across GPEC's public and private partners, Greater Phoenix has become a dynamic ecosystem where startups, legacy companies and the vibrant impacts of arts and culture intersect to drive growth and connectivity.

This intersection is key to our success and sets us apart as a region that others across the U.S. look to for inspiration. We now have the opportunity to fortify the region by focusing on emerging and innovation-driven sectors, furthering this prominence nationally and internationally as global eyes shift towards Greater Phoenix.

Our unique public-private model is instrumental in ensuring our work has a tangible impact on our communities while building a stronger economic future. It allows us to collaborate effectively, leveraging strengths and resources to create a region where everyone has the opportunity to succeed. I want to extend my gratitude to our community partners, board members and private sector investors for their dedication to advancing Greater Phoenix's prosperity.

The tactics outlined in this action plan will forward Greater Phoenix as a leading market that drives innovation, fosters creativity and creates equitable opportunities. Thank you for your continued partnership and dedication to our shared vision.



The tactics outlined in this action plan will forward Greater Phoenix as a leading market that drives innovation, fosters creativity and creates equitable opportunities.

Our Mission

To attract and grow quality businesses, and advocate for Greater Phoenix's competitiveness.



Our Values

The GPEC Way

- ➔ We are an inclusive, diverse family
- ➔ We are change agents
- ➔ We lead from the front
- ➔ We promote intellectual curiosity
- ➔ We remain on the edge
- ➔ We are tenacious
- ➔ We are agile and adapt to change
- ➔ We are committed to selfless service

Our Vision

Be the leading market driving innovation in a dynamic, anti-fragile and equitable economy that enables all residents to benefit and prosper.

FY23-25 Strategic Plan Goals

GOAL 1

Lead an ambitious shared vision for the region's economic future

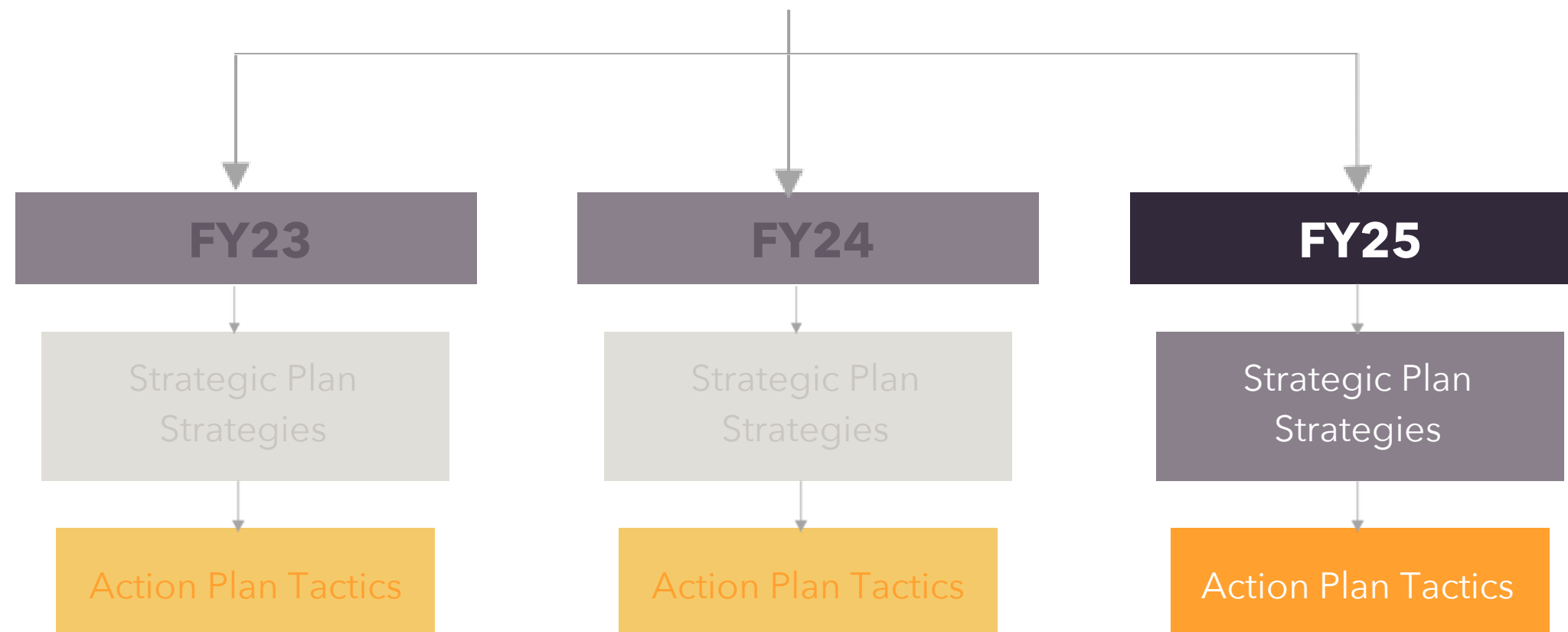
GOAL 2

Enhance the foundation of the future economy with a focus on emerging and innovation-driven industry sectors

GOAL 3

Expand organizational capacity to serve the Greater Phoenix economic ecosystem and meet the needs of the market

Three-year Strategic Plan Goals



FY25: Strategic Plan Goal 1

Lead an ambitious shared vision for the region's economic future

Strategy 1:

Convene the community to articulate a vision for the region's future and inspire action around key economic imperatives

Tactics:

- Illustrate the past-present-and future of the region with a proactive pro-growth, pro-community vision
- Engage local champions to advocate for an innovation economy that drives long-term competitiveness and prosperity
- Align with partner organizations to generate or support coordinated action that drives outcomes addressing regional imperatives

Strategy 2:

Drive conversations around policy priorities that enhance the pillars of an innovation economy such as infrastructure, education and workforce development, smart and agile land use, and a capital-friendly environment

Tactics:

- Ensure federal dollars from key investment programs flow to support opportunity cluster development in Greater Phoenix
- Execute on current grant awards
- Support critical economic development initiatives such as Prop 479, programs enhancing grid capacity and sustainability, water resiliency, and air quality

FY25: Strategic Plan Goal 1

Lead an ambitious shared vision for the region's economic future

Strategy 3:

Be a leading voice regionally and nationally on economic development priorities and strategies

Tactics:

- Continue to assess and share regional health metrics through the economic monitor tool and thought leadership series to educate regional partners on areas of opportunity
- Develop and disseminate data-based, clear, and concise narratives addressing water, energy-grid stability, air quality and other key components of a strong economic development foundation
- Engage media and key multipliers out of market to familiarize audiences nationally and internationally with the Greater Phoenix region value proposition

FY25: Strategic Plan Goal 2

Enhance the foundation of the future economy with a focus on emerging and innovation-driven industry sectors

Strategy 1:

Fortify business attraction efforts to remain best-in-class and execute on sector-focused strategies

Tactics:

- Intensify outreach in key global regions including Europe and the APAC region
- Elevate the GPEC team specialization on industries such as Aerospace, Biosciences, and Climate Technologies
- Support unique programming and tools that promote soft-landing for foreign companies new to the market
- Enhance and evolve community partnerships to anticipate the future of land use needs

Strategy 2:

Enhance the perception of the Greater Phoenix market as a premier location for people and businesses to live, grow and work

Tactics:

- Brand as a premier location for future-focused industries, identifying opportunity industries that are targets for growth
- Strategically enhance marketing to drive global recognition for the region

FY25: Strategic Plan Goal 2

Enhance the foundation of the future economy with a focus on emerging and innovation-driven industry sectors

Strategy 3:

Lead on data analytics and cutting-edge research capabilities to provide intelligence to clients and stakeholders

Tactics:

- Develop strategies to incorporate AI and data integrations to enhance analysis capabilities and dissemination of key market activities
- Bolster core capabilities and internal platforms to drive lead prospecting and conversions
- Leverage unique partnerships to enhance data analysis and reporting to grow audience

Strategy 4:

Intensify support for regional entrepreneurship with a focus on equity, capital strategies and innovation in collaboration with regional partners

Tactics:

- Align with startup ecosystem partners to coordinate additional resources and programming for local companies
- Increase awareness of growth markers and key investments into local companies

FY25: Strategic Plan Goal 3

Expand organizational capacity to serve the Greater Phoenix economic ecosystem and meet the needs of the market

Strategy 1:

Grow capacity through increased investment and diversified funding to provide resources that enable execution against strategic economic initiatives

Tactics:

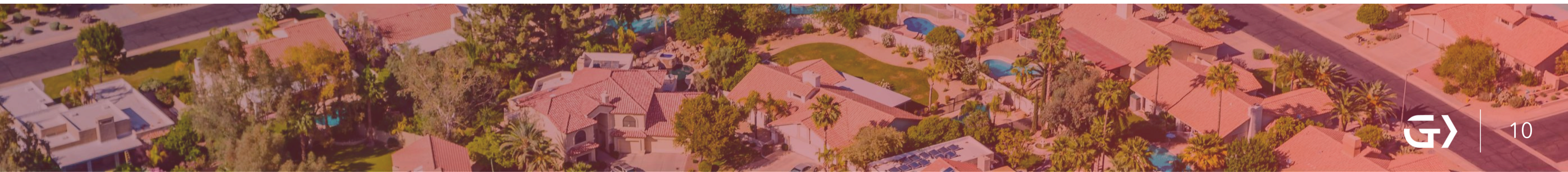
- Clearly and consistently demonstrate stakeholder value and engagement with GPEC initiatives
- Leverage relationships to connect with new investors outside of the GPEC network
- Seamlessly integrate new partners in the region

Strategy 2:

Coordinate with key stakeholder groups to enable an agile response to the needs of Greater Phoenix

Tactics:

- Focus on high-value engagement opportunities with stakeholders such as strategic councils, roundtables and international delegation visits
- Align GPEC Ambassador programming with industry targets
- Continue to utilize the Community Partnership Program to generate creative solutions and embody a collaborative metro region
- Highlight the region as a leader for innovative technologies to address global issues



FY25: Strategic Plan Goal 3

Expand organizational capacity to serve the Greater Phoenix economic ecosystem and meet the needs of the market

Strategy 3:

Evaluate organizational metrics to measure impact beyond business attraction

Tactics:

- Evaluate marketing and branding metrics as well as how to capture value outside of core metrics including the importance of arts, culture, and lifestyle enhancements

Strategy 4:

Invest in and fortify internal capabilities through recruitment and professional development to maintain a best-in-class economic development team anchored in innovation

Tactics:

- Continue to seek national recognition for the region, organization, and individuals as leaders in their field
- Formalize processes for professional development, onboarding, and ongoing trainings

Strategy 5:

Evaluate best practices and bylaws to ensure the GPEC's Board of Directors remains high-caliber and activated to support the organizational mission

Tactics:

- Leverage the GPEC board and other stakeholder expertise to educate and execute on policy priorities

Metrics and Budget Overview

GPEC calculated the metrics for FY25 based on historical performance and recent trends in office and industrial prospect activity.

	Contract	Target	Stretch
Payroll (in Millions)	\$421.10	\$467.88	\$514.67
Jobs	7,201	8,002	8,802
High-Wage Jobs	3,813	4,236	4,660
Average High-Wage Salary	\$70,235	\$78,039	\$85,843
Qualified Prospects	233	259	285
Qualified International Prospects	43	48	53
GPEC Assists	10	12	14
Community ROI (1)	23:1	25:1	27:1
Stakeholder Satisfaction with Business Attraction (2)	7.0	7.3	7.6
Stakeholder Satisfaction with Competitive Position (2)	7.0	7.3	7.6

Revenues	Proposed FY2025	Approved FY2024	YOY Var. \$	YOY Var. %
City/County Contract Revenue	\$3,027,872	\$2,863,157	\$164,715	6%
Pledge Revenue	\$4,307,850	\$4,020,525	\$287,325	7%
New Pledges	\$425,000	\$425,000	\$ -	0%
In-Kind Contributions	\$140,500	\$140,500	\$ -	0%
Special Events & Programs	\$130,000	\$202,000	\$(72,000)	(36%)
Sponsorship Income	\$280,000	\$320,000	\$(40,000)	(13%)
Grant Income	\$279,122	\$ -	\$279,122	0%
Other Income	\$14,560	\$1,000	\$13,560	1356%
TOTAL REVENUE	\$8,604,904	\$7,972,182	\$632,722	8%

Expenses	Proposed FY2025	Approved FY2024	YOY Var. \$	YOY Var. %
Business Development	\$831,973	\$772,695	\$59,278	8%
Marketing & Communications	\$586,823	\$538,268	\$48,555	9%
Research & Analytics	\$331,034	\$297,988	\$33,046	11%
Engagement	\$168,197	\$168,197	\$(0)	(0%)
Regional Initiatives	\$279,185	\$245,365	\$33,820	14%
Operations	\$504,784	\$467,681	\$37,103	8%
Personnel	\$5,265,200	\$4,972,596	\$88,934	2%
Facilities	\$490,988	\$577,001	\$(86,013)	(15%)
Special Events & Programs	\$439,122	\$249,000	\$190,122	76%
TOTAL EXPENSES	\$8,897,305	\$8,288,791	\$608,515	7%
NET INCOME/(LOSS)	\$(292,401)	\$(316,609)	\$24,207	(8%)

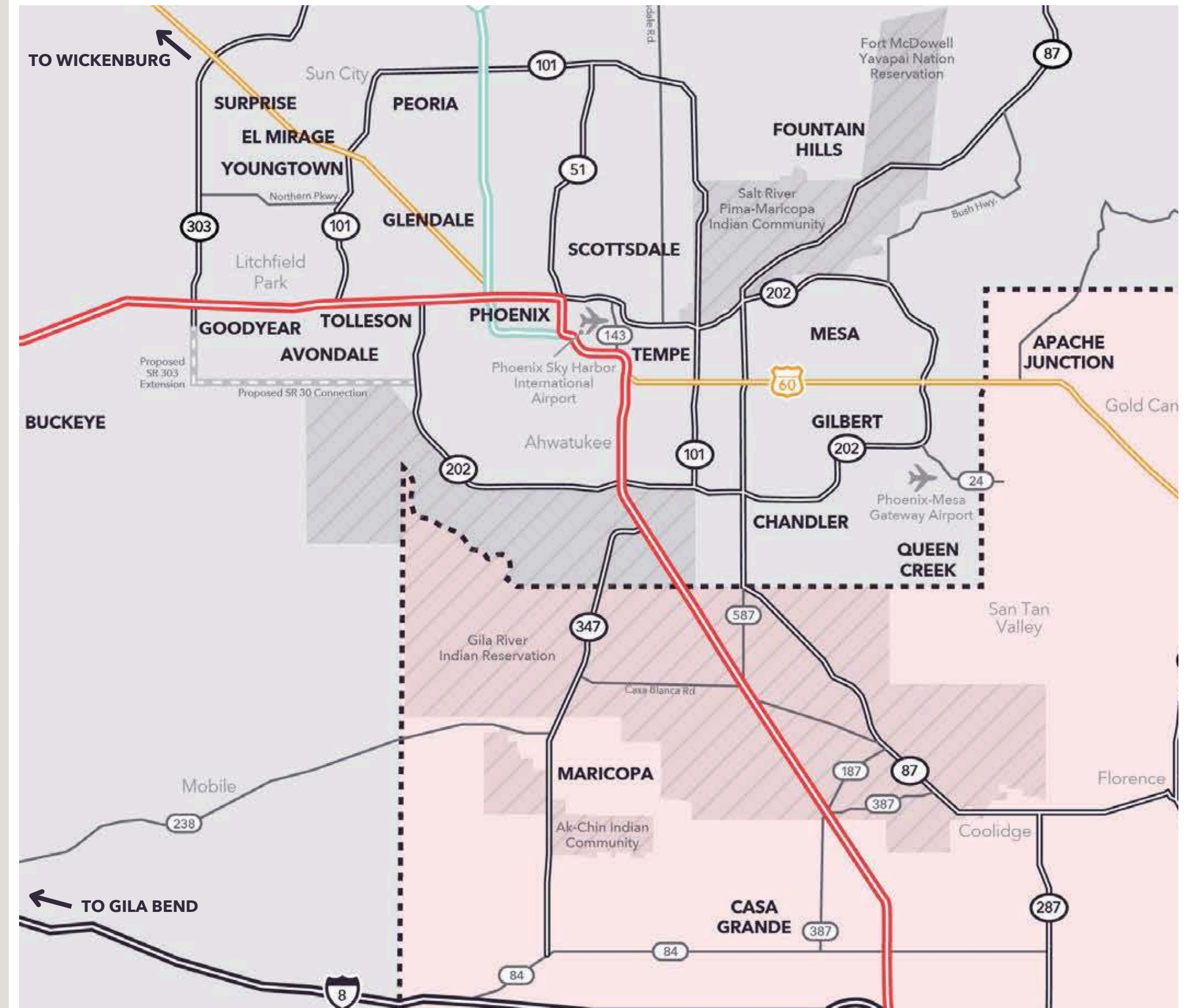
1 ROI is calculated as a ratio of direct revenue from GPEC locates divided by funding from GPEC member communities
2 Average result from respondents of EDDT and Board of Directors end-of-year surveys



Our Communities

Include 22 member communities, Maricopa and Pinal counties

- Apache Junction
- Avondale
- Buckeye
- Casa Grande
- Chandler
- El Mirage
- Fountain Hills
- Gila Bend
- Gilbert
- Glendale
- Goodyear
- Maricopa
- Mesa
- Peoria
- Phoenix
- Queen Creek
- Scottsdale
- Surprise
- Tempe
- Tolleson
- Wickenburg
- Youngtown



Investors

Visionary Level



Champion Level



Accelerator Level



Builder Level

- [Air2o](#)
- [American Airlines](#)
- [Arizona Coyotes](#)
- [Arizona Diamondbacks](#)
- [Array Technologies](#)
- [Bank of America](#)
- [Banner Health](#)
- [Benchmark Electronics, Inc.](#)
- [BMO Harris Bank](#)
- [BOK Financial](#)
- [Brookfield Residential](#)
- [CBRE](#)
- [Chicanos Por La Causa](#)
- [Clayco](#)
- [Cousins Properties, Inc.](#)
- [Creighton University](#)
- [Desert Financial Credit Union](#)
- [Dignity Health](#)
- [DMB Associates](#)
- [Dorsey & Whitney](#)
- [DSV](#)
- [EMD Electronics](#)
- [Empire Southwest](#)
- [Equity Land Group](#)
- [Holdings/Arizona Land Consulting](#)
- [Ernst & Young](#)
- [Freeport McMoRan Inc.](#)
- [Global Credit Union](#)
- [Goodmans Interior Structures](#)
- [Goodwill of Central and Northern Arizona](#)
- [Grand Canyon University](#)
- [Helios](#)
- [Hensel Phelps](#)
- [Honeywell](#)
- [HonorHealth](#)
- [IdealabX](#)
- [Intel Corporation](#)
- [JE Dunn Construction](#)
- [Kitchell](#)
- [M Culinary](#)
- [Mayo Clinic](#)
- [MidFirst Bank](#)
- [Modern Industries](#)
- [Mortenson](#)
- [Oaktree Capital Management](#)
- [Olsson](#)
- [ON Advertising](#)
- [Perkins Coie LLP](#)
- [Phoenix Suns and Phoenix Mercury](#)
- [Pivotal Group](#)
- [Quarles & Brady](#)
- [Sherman & Howard](#)
- [Snell & Wilmer LLP](#)
- [U.S. Bank](#)
- [Valley Metro](#)
- [Valley of the Sun United Way](#)
- [Vitalant](#)
- [Weitz Company](#)
- [Western Alliance Bank](#)

Advocate Level

- [Alston Construction](#)
- [Archicon L.C. Architecture](#)
- [Arizona Israel Technology Alliance](#)
- [Baker Development](#)
- [Bell Bank](#)
- [Blue Cross Blue Shield of Arizona](#)
- [Bridge Relocation](#)
- [Concierge](#)
- [Bristol Myers Squibb](#)
- [BRPH](#)
- [Brycon Construction](#)

- [Burns & McDonnell](#)
- [CapRock Partners](#)
- [CG Schmidt](#)
- [Colliers International](#)
- [Commonwealth Land Title](#)
- [National Commercial Services](#)
- [Cresa](#)
- [Crescent Crown](#)
- [Distributing](#)
- [Cushman & Wakefield](#)
- [Davis Architecture](#)
- [De Rito Partners](#)
- [Deloitte](#)
- [Deutsch Architecture Group](#)
- [DFDG Architecture](#)
- [Dircks Moving & Logistics](#)
- [DLR Group](#)
- [DP Electric](#)
- [DPR Construction](#)
- [El Dorado Holdings](#)
- [EmployBridge](#)
- [Enterprise Bank & Trust](#)
- [Equality Health](#)
- [Everest Holdings](#)
- [FCL Builders](#)
- [FirstBank](#)
- [Flinn Foundation](#)
- [Gammage & Burnham](#)
- [GCON](#)
- [Gensler](#)
- [Global Roofing Group](#)
- [Gray Construction](#)
- [Graycor Construction](#)
- [Green Maple Law Group](#)
- [Haydon Building Corp](#)
- [HDR](#)
- [Hines](#)
- [Holualoa Companies](#)
- [HotFoot Recruiters](#)
- [Howard Hughes Corporation](#)
- [Hunt, Guillot & Associates, LLC](#)
- [Immedia](#)
- [Irgens](#)
- [JLL](#)
- [Land Advisors Organization](#)
- [Lee & Associates](#)
- [Lincoln Property Company](#)
- [Mack Real Estate Group](#)
- [Mastek](#)
- [Meritage Homes](#)
- [Nationwide Realty Investors](#)
- [Off Madison Ave](#)
- [Okland Construction](#)
- [OneAZ Credit Union](#)
- [Opus Development Company](#)
- [Page](#)
- [Partners Personnel](#)
- [Pathward](#)
- [Phoenix Children's Hospital](#)
- [Phoenix Raceway](#)
- [Polsinelli](#)
- [Professional Piping Systems](#)
- [Pureflow Inc.](#)
- [Reseco Advisors, LLC](#)
- [Resolution Copper](#)
- [Rexco](#)
- [Rider Levett Bucknall](#)
- [RK Logistics Group](#)
- [RSM](#)
- [Ryan Companies US Inc.](#)
- [Silicon Valley Bank](#)
- [Skanska](#)
- [SmithGroup](#)
- [Social Television Network \(STN\)](#)
- [Southwest Airlines](#)
- [Southwest Gas Corporation](#)
- [Spencer Fane LLP](#)
- [StarPoint Properties](#)
- [Sunbelt Holdings](#)

- [Sundt Construction](#)
- [Suntec Concrete](#)
- [Systems Evolution, Inc.](#)
- [Companies \(SEI\)](#)
- [Taiwan Semiconductor Manufacturing Company](#)
- [Terracon](#)
- [The PENTA Building Group](#)
- [The Plaza Companies](#)
- [The Wood Veneer Hub](#)
- [Trammell Crow Company](#)
- [Transwestern Commercial Services](#)
- [University of Arizona](#)
- [USAA](#)
- [Verizon Wireless](#)
- [ViaWest Group](#)
- [Wespac Construction, Inc](#)
- [WestPac Wealth Partners](#)
- [Wexford Science + Technology](#)
- [Willmeng Construction](#)
- [Wist Office Products](#)

Supporter Level

- [Air Products and Chemicals, Inc.](#)
- [Arizona Community Foundation](#)
- [Atmosphere Commercial Interiors](#)
- [Avnet Inc.](#)
- [BNSF Railway](#)
- [Caliber Companies](#)
- [Carvana](#)
- [Cawley Architects](#)
- [Chicago Title Insurance Company - Arizona](#)
- [City of Hope](#)
- [Clune Construction](#)
- [Comcast Business](#)
- [Commercial Properties, Inc.](#)
- [Conceptually Social](#)
- [CornerStone Staffing](#)
- [CoStar Group](#)
- [Cypress Office Properties](#)
- [Desert Investment Management](#)
- [Exro Technologies](#)
- [Globe Corporation](#)
- [Industrial Storage](#)
- [Keyser](#)
- [KTAR](#)
- [Macerich](#)
- [Merit Partners](#)
- [Meta](#)
- [Midwestern University](#)
- [Mohr Partners](#)
- [MSS Business](#)
- [Transformation Advisory](#)
- [National Bank of Arizona](#)
- [Newmark](#)
- [Northrop Grumman](#)
- [Pinnacle Bank](#)
- [Prologis](#)
- [RED Development](#)
- [Sunstate Equipment Company](#)
- [The Austin Company](#)
- [Trinity Capital Investments](#)
- [Union Pacific Railroad](#)
- [VanTrust Real Estate LLC](#)
- [WhiteHaven](#)



Connect. Engage. Listen. Share.

Engage with us year-round for timely updates on the innovative ways we're advancing Greater Phoenix, together.

EXHIBIT B
GPEC PERFORMANCE MEASURES
FY 2025

Specific performance targets as established by the GPEC Executive Committee and Board of Directors:

1. Payroll Generated	\$421.10M
2. Total Number of Jobs Created	7,201
3. Total Number of High-Wage Jobs¹	3,813
4. Average High-Wage Salary	\$70,235
5. GPEC Assists²	10
6. Number of Qualified Prospects	233
7. Number of Qualified International Prospects	43
8. Community Return on Investment³	23:1

Footnotes:

1. High Wage Jobs: High wage jobs are those that are over 130% of the Phoenix MSA Median Wage (currently \$60,164).
2. GPEC Assists: Companies that located in the region, for which GPEC provided assistance, that do not qualify as a locate due to project size for example; and would otherwise be listed as “non-reported locates.”
3. ROI is calculated as a ratio of direct revenue from GPEC locates to all member communities divided by funding from GPEC member communities

EXHIBIT C

TARGETED INDUSTRIES

FY2025

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2025, GPEC will continue its emphasis on the following: Advanced Business Services; Aerospace & Defense; Battery & Energy Storage; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; Semiconductor Ecosystem; and Software.

Member communities will target the following:

Apache Junction

Manufacturing (focus on electronic equipment & components and electric & autonomous vehicles), distribution/logistics, retail, and hospitality/entertainment/tourism

Avondale

Healthcare; hospitality/tourism; manufacturing & logistics, technology; retail & entertainment; and technology

Buckeye

Advanced Manufacturing, Energy, Distribution & Logistics, Mission Critical, Retail, Entertainment & Hospitality, Healthcare, Aviation, Entrepreneurship, and Higher Education.

Casa Grande

Advanced manufacturing; automotive technology; transportation/logistics; healthcare/medical services; aviation/aerospace; and hospitality/entertainment

Chandler

Advanced business services; corporate/regional headquarters; healthcare; advanced manufacturing; software development; aerospace/aviation; automotive technology; and applied research

El Mirage

Business Services; standard and advanced manufacturing; transportation; warehousing/distribution; heavy industrial; food, fiber, and natural products; and aerospace aviation

Fountain Hills

Assembly (small scale), biosciences, financial services, healthcare, hospitality, retail and start ups

Gila Bend

Clean technology (manufacturing/central station generation/R&D); warehousing/transportation/distribution; military supply chain; tourism/hospitality; standard manufacturing; agriculture/agri-biotechnology; food, fiber and natural products; aerospace/aviation; and heavy industrial

Gilbert

Aerospace/aviation and defense; advanced business and professional services; finance and insurance; healthcare and education services; information communication technology; manufacturing; clean and renewable technology; and related corporate/regional headquarters

Glendale

Advanced business services; aerospace, aviation and defense; healthcare and bioscience; manufacturing; technology and innovation

Goodyear

Advanced business services; advanced manufacturing; medical manufacturing; aerospace, aviation and defense; corporate and regional headquarters; entrepreneurial/start-ups; technology; healthcare and biomedical (treatment, medical diagnostics, research & development); and higher education

Maricopa (City)

Professional and business services; healthcare services; small business and entrepreneurship; higher education and education technology; agribusiness/agrisciences; and visitor/hospitality commerce; semiconductor; EV manufacturing; high tech; and research and development

Mesa

Standard and advanced manufacturing including medical device; research & development; automotive technology and aerospace/aviation/defense; advanced business services; cybersecurity; information technology; healthcare/life sciences; mission critical operations; tourism; regional and corporate centers; and climate tech

Peoria

Advanced business and financial services; aerospace/airport; advanced manufacturing; bioscience and healthcare; technology and innovation; innovation; and research and development

Pinal County

Advanced Manufacturing; Aerospace, Aviation and Defense; Electric Vehicle Technology & Manufacturing; Healthcare; Bio/Life Sciences; Transportation, Distribution & Logistics; Natural and Renewable Resources (Mining, Agriculture, Solar); and Tourism/Hospitality

Phoenix

BioSciences/healthcare; advanced business services; advanced manufacturing; sustainable enterprises; emerging industries, EV and their supply chains; higher education; trade and FDI; circular economy; food system entrepreneurship and innovation

Queen Creek

Advanced Manufacturing; agritainment/destination tourism; healthcare; I.T./software; and business services

Scottsdale

IT services and software; financial and insurance services and technology; healthcare services and innovation; logistics Management; tourism; and corporate headquarters

Surprise

Advanced business services; advanced manufacturing and rail-served industry; corporate/regional headquarters innovation/entrepreneurship/emerging technology; medical, healthcare and life science technologies, services; signature retail; specialty services for global companies/FDI; tourism and hospitality

Tempe

Advanced business services (fintech); IT/software; next generation electronics, semiconductors and their supply chains; aerospace and defense; biosciences; corporate/regional headquarters; advanced

manufacturing; software as a service; sustainable technologies; signature retail & restaurants; hospitality & tourism

Tolleson

E-Commerce/fulfillment centers; resort/tourist-oriented development; expanded retail opportunities; small manufacturers with some related retail and offices

Wickenburg

Resort/tourist-oriented development; healthcare with an emphasis on behavioral health; transportation & distribution; expanded retail opportunities; senior industries, equestrian and rodeo industries

Youngtown

Youngtown is in the throes of developing a commerce park. The park will target second-stage small manufacturers with some related retail and offices.

EXHIBIT D
FY 2025
REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

BUSINESS ATTRACTION PERFORMANCE METRICS:

GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
PAYROLL GENERATED (MILLIONS)				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
AVERAGE HIGH WAGE SALARY				
QUALIFIED PROSPECTS				
QUALIFIED INTERNATIONAL PROSPECTS				
GPEC ASSISTS				
COMMUNITY RETURN ON INVESTMENT				

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

GPEC continues to target high-wage industries (Advanced Business Services; Aerospace & Defense; Battery & Energy Storage; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; Semiconductor Ecosystem; and Software)

EXHIBIT E

INSURANCE REQUIREMENTS

The City's insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits required of GPEC are sufficient to protect GPEC from liabilities that might arise out of this Agreement for GPEC, its agents, representatives, employees or Contractors and GPEC is free to purchase such additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. GPEC shall provide coverage at least as broad as the categories set forth below with limits of liability in amounts acceptable to the City.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/13 or any replacements thereof)

General Aggregate/ per Project
Products-Completed Operations Aggregate
Personal & Advertising Injury
Each Occurrence
Fire Damage (Any one fire)
Directors and Officers
Medical Expense (Any one person) Optional

2. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles
(Form CA 0001, ed. 10/13 or any replacement thereof) Combined Single Limit
Per Accident for Bodily Injury and Property Damage

3. Workers' Compensation and Employers' Liability
Workers' Compensation Statutory
Employers' Liability

B. Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may request that the insurer reduce or eliminate such self-insured retentions with respect to City, its officers, officials, agents, employees and volunteers.

C. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability

a. The City, its officers, officials, agents, employees and volunteers are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of GPEC, including the City's general supervision of GPEC; products and completed operations of GPEC; and automobiles owned, leased, hired or borrowed by GPEC.

b. GPEC's insurance shall include broad form contractual liability coverage.

c. The City, its officers, officials, agents, employees and volunteers shall be additional insureds to the full limits of liability purchased by GPEC, even if those limits of liability are in excess of those required by this Agreement.

d. GPEC's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of GPEC's insurance and shall not contribute to it.

e. GPEC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage provided by GPEC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

g. The policies shall contain a waiver of subrogation against City, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the City.

2. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the City.

D. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice has been sent to City at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.

- E. Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-:VII. City in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.
- F. Verification of Coverage.** GPEC shall furnish City with Certificates of Insurance (ACORD form or equivalent approved by City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

All certificates of insurance required by this Agreement shall be sent directly to City at the address and in the manner provided in this Agreement for the giving of notice. City's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. City reserves the right to require complete certified copies of all insurance policies required by this Agreement, at any time.

- G. Approval.** During the term of this Agreement, no modification may be made to any of GPEC's insurance policies which will reduce the nature, scope or limits of coverage which were in effect and approved by the City prior to execution of this Agreement.

Regional Cooperation Protocol Policy

Greater Phoenix Economic Council and Economic Development Directors Team

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. GPEC and the Economic Development Directors of its member communities agree and acknowledge that it is important that they work together as partners on projects involving the communities which GPEC represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the Greater Phoenix, specifically, GPEC member communities, as a globally competitive region.
2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a regional locate. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional or local partners at the earliest possible time.
3. Unless otherwise restricted, agree to coordinate through GPEC for any prospect considering a project in Maricopa County or in any of the communities that GPEC represents, understanding that GPEC is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, GPEC acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.
4. For projects that originate with a GPEC member community, GPEC will be available for confidential research access, topical expertise or as a service provider, to add value to the community in securing the project. Additionally, GPEC will not e-track the project unless the community lead makes such a request to do so.
5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPEC member communities, GPEC will make a good faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPEC communities is requested, EDDT members agree to (i) direct GPEC prospects back to GPEC or (ii) direct non-GPEC generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.
6. Agree that regardless of the lead source, public locate announcements shall be coordinated among the company, GPEC member community, and GPEC to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).
7. GPEC and EDDTs will advocate for a robust operating budget for the state economic development agency, and champion sound statewide economic development programs and policies.
8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another GPEC community.
9. Inform GPEC member community when a company visits or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.
10. In the event that a project working with GPEC or any member community is discovered to have an

existing presence within the region, the member community will notify the economic development director of the project's current home community, notwithstanding prohibition due to a non-disclosure agreement.

11. Agree that the consideration of a future community to GPEC's membership will be brought before EDDT for discussion in advance of any board consideration. EDDT will make a recommendation on the addition of a new community to GPEC's President and CEO.
12. Formalize a process to convene GPEC and Economic Development Directors of GPEC member communities biannually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and regional economic development.
13. Work collectively to maintain a high level of trust and integrity by and between GPEC and the Economic Development Directors of GPEC member communities, utilizing differing views as an opportunity to learn.
14. When conducting market intelligence initiative objective, GPEC staff will coordinate with EDDT to ensure coordination and communication.
15. When a Prospect Information Form (PIF) is issued by the state economic development agency GPEC will coordinate the region's response. All PIF submissions will be directed to GPEC's attention and GPEC will assemble the response and return to the state economic development agency.
16. It is understood GPEC will or may host annual executour(s) and/or other marketing familiarization tour(s) to promote the regional communities. GPEC will make every attempt to provide as much interaction time between the executour guests and EDDTs. It is understood EDDTs will inform GPEC of any upcoming executour(s) and/or other marketing familiarization tours scheduled by their office.
17. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve GPEC's President and CEO in addition to others with topical expertise central to the conflict.

City of Tempe Community Benefits Report

77:1

Revenue Return

Tempe Investment

\$95,102

Funding Request for FY25

AZ Office of Economic
Opportunity 2023 population

\$91,747

Previous Funding for FY24

AZ Office of Economic
Opportunity 2022 population

Return on Investment

(5-Yr Trend)

\$77

of direct revenue¹ for
every \$1 invested

GPEC has assisted 228 locates in Greater Phoenix in the last five years, including 30 in Tempe creating 6,991 jobs and \$420.17 million in capital investment.



\$120

of total revenue² for every
\$1 invested

\$390.2M

in new consumer
spending generated by
new Tempe jobs and
employed Tempe
residents. An addition of
\$365.2 million created by
multiplier effects results in
total consumer spending
of \$755.4 million.

\$35.1M

in new Tempe direct
revenues (boosted to \$54.7
million when including
related multiplier effects of
\$19.6 million).

Results Through Regional Success

The City of Tempe benefits from site location projects and GPEC activities that occur across the region. Economic development projects create value by generating public and private revenues.

Commute patterns and retail studies show that employees of 'locates' live and spend their incomes in all Greater Phoenix communities. Thus, when a company selects a Greater Phoenix location, all communities benefit with increased tax revenues. GPEC-assisted locates have created 4,058 jobs region-wide for Tempe residents over the past five years.

¹ Includes property, sales and utility taxes, as well as state-shared and other local revenues.

² Includes direct revenues plus those generated by related supplier and consumer jobs.

³ Estimates are from the Greater Phoenix Consensus Impact Model. In 1999, GPEC and our members developed the region's first-ever consensus-based revenue and economic impact model. Based on nationally accepted multiplier data provided by IMPLAN, the model is customized to calculate economic and revenue benefits for GPEC's members and the State of Arizona.

Community Leadership

Leadership is critical to ensuring the success of your community, GPEC and the region's economic vitality.

Engagement Opportunity	Tempe Involvement
Executive Committee	Jarett Brock
GPEC Board of Directors	Mayor Corey Woods Jarett Brock
Economic Development Directors Team (EDDT)	Mike DiDomenico April Kroner Josh Rutherford Meg Zemlicka

About GPEC

Established in 1989, the Greater Phoenix Economic Council (GPEC) actively works to attract and grow quality businesses and advocate for the competitiveness of Greater Phoenix. As the regional economic development organization, GPEC works with 22 member communities including Tempe, Maricopa and Pinal counties and more than 200 private investors to accomplish its mission and serve as a strategic partner to companies across the world as they expand or relocate.

Regional Results Summary

	FY24	FY23	5 Year Total
Payroll Generated (\$M)	\$513.96	\$560.06	\$2,859.8
Jobs	7,431	7,731	45,725
Hi-Wage Jobs	3,987	5,019	25,414
Average Salary	\$69,164	\$72,443	\$62,542
Qualified Prospects	260	246	1,295
Assisted Locates	49	37	228
Capital Investment (\$M)	\$3,040.6	\$29,653.5	\$53,192.7

Strategic Collaboration

Tempe advances GPEC's mission of attracting quality companies to the region by:

- Responding to prospect requests for proposals
- Participating in prospect community visits
- Hosting Fam Tours, tailored events for high-level decision-makers
- Prospecting at trade shows, conferences and sales missions to expand the project pipeline

Competitive Intelligence

GPEC offers Tempe access to the following unique tools and expertise:

- Comprehensive demographic, labor, targeted industry information and marketing assistance
- CoStar real estate database
- MetroComp operating cost-comparison software for 50 markets
- Greater Phoenix Consensus Impact Model analysis
- Customized research requests

GPEC FY23-25 Strategic Plan

Greater Phoenix will be the leading market driving innovation in a dynamic, anti-fragile and equitable economy that enables all residents to benefit and prosper. The FY23-25 strategic plan will drive to that outcome through three overarching goals:

- Lead an ambitious shared vision for the region's economic future
- Enhance the foundation of the future economy with a focus on emerging and innovation-driven industry sectors
- Expand organizational capacity to serve the Greater Phoenix economic ecosystem and meet the needs of the market



CITY OF TEMPE REQUEST FOR COUNCIL ACTION

**Meeting Date: 9/5/2024
Agenda Item: 7A3**

ACTION: PUBLIC HEARING ITEM Hold a public hearing to recommend the approval of a Series 07 Beer and Wine Bar Liquor License for Waide & Company LLC, dba Brick Road Coffee, located at 4415 South Rural Road #10, Tempe, AZ 85282.

FISCAL IMPACT: No fiscal impact.

RECOMMENDATION: Recommend approval of this application because the applicant and location have met all city liquor licensing criteria.

BACKGROUND INFORMATION: Karen Leanne Waide is the agent for this application. This is a new business applying for a new license.

Tempe City Code requires that the Tempe Police Department conduct a background investigation on all liquor license applicants. Additionally, the City Code requires that business locations be inspected by the Tempe Fire Marshal and the Community Development Department to ensure the establishment meets minimum city code licensing criteria.

The premise has been posted for a 20-day period, per Arizona Revised Statute. No public opposition has been received regarding this liquor license application.

State statute requires municipalities to make one of three recommendations to the Arizona Department of Liquor Licenses and Control (DLLC):

1. Approval
2. Denial (this results in a public hearing set by the DLLC)
3. No recommendation (this may result in a public hearing set by the DLLC)

ATTACHMENTS: None

STAFF CONTACT(S): Josh Bies, Tax and License Manager, (480) 350-8685

Department Director: Laura Calder, Financial Services Director

Legal review by: Dave Park, Assistant City Attorney

Prepared by: Julie Burns, Tax and License Specialist II

CITY OF TEMPE

REQUEST FOR COUNCIL ACTION

Meeting Date: 09/05/2024
Agenda Item: 7B1

ACTION: Approve one-year contract renewals with Apache Sands Towing, Artistic Land Management, Spray Systems Environmental, Skunky's Junk Removal, and Lion Eye Designs to provide nuisance abatement services for the Community Development Department.

FISCAL IMPACT: The total cost of the contracts will not exceed \$150,000. Sufficient funds have been appropriated in the General Fund, Cost Center 2727 (Code Compliance), for anticipated expenditures during the current fiscal year and next fiscal year, contingent upon City Council approval of the City's annual budget.

RECOMMENDATION: Approve the contract renewals.

BACKGROUND INFORMATION: (T23-013-01, 02 and 03 and T24-033-01 and 02) City Council approved the contract award on November 3, 2022, for an initial one-year period with four, one-year renewal options This renewal request is the second of the four available renewal options.

These contracts provide for written estimates for abating code violations on private property within the City on as needed basis. Staff estimates that there will be up to 100 abatement projects per year. The quantity and frequency of work may vary since the violations may be corrected by property owners prior to needing to have the Contractors complete the work. The Contractor is responsible for providing all labor, materials and equipment necessary to complete nuisance abatement work for each project.

Contractor Performance

The performance of the contractors was evaluated by City staff as shown in the following table:

Evaluation Criteria	Apache Sands Towing		Artistic Land Management		Spray Systems Environmental		Skunky's Junk Removal		Lion Eye Designs	
	Meets Contract Requirements	Does Not Meet Contract Requirements	Meets Contract Requirements	Does Not Meet Contract Requirements	Meets Contract Requirements	Does Not Meet Contract Requirements	Meets Contract Requirements	Does Not Meet Contract Requirements	Meets Contract Requirements	Does Not Meet Contract Requirements
Contract personnel are responsive, cooperative, and available	X		X		X		X		X	
Quality of products or services delivered	X		X		X		X		X	
Timeliness of performance	X		X		X		X		X	
Follow-up skills in resolving complaints or problems	X		X		X		X		X	
Promptness and accuracy of pricing on submitted invoices	X		X		X		X		X	

Renewal Cost

The contractors have agreed to renew the contracts with no price increase.

ATTACHMENTS: N/A

STAFF CONTACT(S): Drew Yocom, Deputy Community Development Director - Community Enhancement,
(480) 350-2190

Department Director: Laura Calder, Financial Services Director

Legal review by: Dave Park, Senior Assistant City Attorney

Prepared by: Cecille Lewis, Procurement Officer



CITY OF TEMPE REQUEST FOR COUNCIL ACTION

**Meeting Date: 09/05/2024
Agenda Item: 7B2**

ACTION: Approve an increase to the contract amount with Hawk Contracting, LLC, for the fabrication, supply, and installation of various signs used for City Parks.

FISCAL IMPACT: The total cost of this contract will increase by \$75,000 from an originally approved amount of \$99,999 to an adjusted value of \$174,999. Sufficient funds have been appropriated in the Park Improvement/Recreation Capital Improvement Program (CIP), Projects 6709829 (Library Landscape + Irrigation Implementation) and 6308169 (Park Infrastructure) for anticipated expenditures during the current fiscal year and next fiscal year, contingent upon City Council approval of the City's annual budget.

RECOMMENDATION: Approve the contract increase.

BACKGROUND INFORMATION: (T23-062-01) On January 17, 2023, Procurement staff awarded a two-year contract to Hawk Contracting, LLC for the fabrication, supply, and installation of various signs used in City Parks on an as-needed basis. The contract was awarded under the Procurement Division's delegated authority, as the projected contract spend was estimated to be less than \$100,000. The proposed increase applies to the remaining four months of the initial term.

The request for additional funds is due to an unexpected demand from multiple City departments, which was not anticipated during the initial contract award. Originally, the contract was intended primarily for City parks, but other departments have utilized it for their signage needs. This cross-departmental use has increased the overall expenditure under this contract.

The contract includes the production of signs that meet ADOT specifications, feature special reflective and anti-graffiti coatings for various applications, and are utilized primarily for Parks & Recreation programs and amenities.

ATTACHMENTS: N/A

STAFF CONTACT(S): Alex Jovanovic, Deputy Community Services Director - Parks and Recreation, (480) 350-5811

Department Director: Laura Calder, Financial Services Director
Legal review by: Dave Park, Senior Assistant City Attorney
Prepared by: Cecille Lewis, Procurement Officer



CITY OF TEMPE REQUEST FOR COUNCIL ACTION

**Meeting Date: 9/5/2024
Agenda Item: 7B3**

ACTION: Approve the utilization of a one-year City of Phoenix cooperative contract with FSL Home Improvements, Inc. to provide residential energy efficiency retrofit services to Tempe residents living in mobile home communities.

FISCAL IMPACT: The total cost of this one-year contract shall not exceed \$314,106. Sufficient funds are included in the General Fund, Cost Center 3152 (Sustainability+Resilience) and the Energy Efficiency and Renewable Energy Federal Grant Contingency (CIP #6709867), for expenditures in the current fiscal year and next fiscal year, contingent upon City Council approval of the City's annual budget.

RECOMMENDATION: Approve the utilization of the cooperative contract.

BACKGROUND INFORMATION: (152832) The City of Phoenix solicited and awarded a cooperative contract to FSL Home Improvements, Inc. for an organization to provide a weatherization program to reduce energy costs for eligible households.

The Sustainability and Resilience Division (SRD) is receiving funding from the United States Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) program. EECBG is designed to assist local governments in implementing strategies to reduce energy use, reduce fossil fuel emissions, and/or improve energy efficiency.

SRD's chosen grant-funded project is a small-scale residential energy retrofit program that will assist mobile home park residents in reducing energy use and save on electric bills through improved home efficiency. SRD is prioritizing mobile home parks located in census tracts designated as disadvantaged by the federal government to align with President Biden's Justice 40 initiative, which has established the goal that 40 percent of federal investments flow to disadvantaged communities. Other prioritization factors considered were Tempe's Heat Priority Scores and energy burden data from the Department of Energy, which shows mobile home parks located in census tracts with the highest heat priority and energy burden.

EECBG funding will subsidize the expense of implementing structural energy audits and mitigation measures for energy efficiency improvements. The grant provides funding to contract building science professionals, FSL Home Improvements, Inc., to carry out energy efficiency improvements. City staff will administer the grant process, mobile home retrofit program design, and monitor the distribution of funds.

Costs will be divided among administrative, labor, materials, and equipment costs. Tempe will receive a year-end report from the recipients indicating the results of the program.

ATTACHMENTS: N/A

STAFF CONTACT(S): Eric Iwersen, Transportation and Sustainability Director, (480) 350-8810

Department Director: Laura Calder, Financial Services Director
Legal review by: Dave Park, Senior Assistant City Attorney
Prepared by: Lisa Goodman, Senior Procurement Officer



CITY OF TEMPE REQUEST FOR COUNCIL ACTION

Meeting Date: 9/5/2024
Agenda Item: 7B4

ACTION: Approve the utilization of a National Association of State Procurement Officials Value Point cooperative contract with Vehicle Services Group for the purchase of five (5) heavy duty vehicle lifting systems for the East Valley Bus Operations and Maintenance Facility.

FISCAL IMPACT: The total cost of the contract will not exceed \$295,000. Sufficient funds have been appropriated in the General Fund, Cost Center 1971 (Information Technology Administration), for anticipated expenditures during the current fiscal year and future fiscal years, contingent upon City Council approval of the City's annual budget.

RECOMMENDATION: Approve the contract utilization.

BACKGROUND INFORMATION: (CW7254) The National Association of State Procurement Officials (NASPO) Value Point cooperative organization established a contract with Vehicle Services Group for the purchase of heavy-duty vehicle lifting systems. The East Valley Bus Operations and Maintenance Facility (EVBOM) uses these types of systems to perform inspection and repair services on the City's transit bus fleet and other industrial vehicles. This purchase will replace five existing mobile column vehicle lifts that are reaching the end of useful life due to the high number of repairs and breakdowns experienced over the past several years. The lifts are rated for 72,000 pounds and can support the heaviest busses in the fleet.

Description	Unit Price	Quantity	Extended Price
Mobile Columns Heavy Duty Lift Systems	\$52,158.95	5	\$260,794.75
Four Year Extended Warranty	\$612.00	5	\$ 3,060.00
Installation, Set-up and Training		1	\$ 8,800.33
Estimated Sales Tax		1	\$ 22,085.06
Total Price			\$294,740.14

If approved, these lifts should be installed and operational within 8 to 12 weeks from the date of order.

ATTACHMENTS: N/A

STAFF CONTACT(S): Sam Stevensen, Transit Manager, (480) 858-7765

Department Director: Laura Calder, Financial Services Director
Legal review by: Dave Park, Senior Assistant City Attorney
Prepared by: Lisa Goodman, Senior Procurement Officer



CITY OF TEMPE REQUEST FOR COUNCIL ACTION

**Meeting Date: 8/26/2024
Agenda Item: 7B5**

ACTION: Approve the utilization of an eleven-month City of Scottsdale cooperative contract with Ancon Service Company to provide supplemental cleaning and maintenance services for sewer and stormwater infrastructure.

FISCAL IMPACT: The total cost of this contract will not exceed \$200,000. Sufficient funds have been appropriated in the Water/Wastewater Fund, Cost Center 3033 (Wastewater Collection System), for anticipated expenditures during the current fiscal year and next fiscal year, contingent upon City Council approval of the City's annual budget.

RECOMMENDATION: Approve the contract utilization.

BACKGROUND INFORMATION: (2224RFP24) The City of Scottsdale competitively solicited and awarded a contract for sewer and lift station cleaning services. Scottsdale utilized a competitive process that established pricing based on purchase volumes anticipated for governmental agencies in the local metro area to generate competitive pricing. The contract contains cooperative language allowing its use by other governmental agencies. Pricing has been established on a price per foot basis, which also includes hourly pricing for emergencies and other related work. Under this contract, Ancon Services Company will assist City Staff with cleaning and maintenance of sewer collection and stormwater infrastructure.

ATTACHMENTS: N/A

STAFF CONTACT(S): Tara Ford, Public Works Director, (480) 350-2855

Department Director: Laura Calder, Financial Services Director
Legal review by: Dave Park, Senior Assistant City Attorney
Prepared by: Alicia Ruiz, Procurement Officer



CITY OF TEMPE REQUEST FOR COUNCIL ACTION

**Meeting Date: 8/26/2024
Agenda Item: 7B6**

ACTION: Approve the utilization of eighteen-month City of Mesa cooperative contracts with Duramax Holdings LLC., Schaefer Systems International, Inc., dba SSI Schaefer, and Tank Holding Corporation for the purchase of residential refuse and recycling containers.

FISCAL IMPACT: The total cost of the contract will not exceed \$900,000. Sufficient funds have been appropriated in the Solid Waste Fund, Cost Center 3713 (Residential), for anticipated expenditures during the current fiscal year and future fiscal years, contingent upon City Council approval of the City's annual budget.

RECOMMENDATION: Approve utilization of the contracts.

BACKGROUND INFORMATION: (2023125) The City of Mesa competitively solicited and awarded contracts for the purchase of 45-, 65- and 96-gallon residential refuse and recycling containers and 300-gallon residential refuse containers, which contains cooperative language allowing use of the contracts by other governmental agencies.

The City currently has approximately 63,500 containers of numerous sizes and types of use throughout the City. The typical lifecycle of a container is 10 to 15 years. This cooperative contract provides the City with competitive market pricing for refuse and recycling containers, established using the combined purchase volumes from several local municipalities.

ATTACHMENTS: N/A

STAFF CONTACT(S): Tara Ford, Public Works Director, (480) 350-2855

Department Director: Laura Calder, Financial Services Director

Legal review by: Dave Park, Senior Assistant City Attorney

Prepared by: Alicia Ruiz, Procurement Officer

CITY OF TEMPE REQUEST FOR COUNCIL ACTION

**Meeting Date: 8/26/2024
Agenda Item: 7B7**

ACTION: Approve an increase to a City of Mesa cooperative contract with The Toro Company, represented locally by Simpson Norton Corporation, for the purchase of groundskeeping, golf, and sports field maintenance equipment.

FISCAL IMPACT: The total cost of the contract will increase by \$135,500 to a new not exceed value of \$410,500. Sufficient funds have been appropriated in General Fund, Cost Centers 3258 (South Parks), 3255 (North Parks), and 3282 (Diablo Stadium Maintenance for anticipated expenditures during the current fiscal year.

RECOMMENDATION: Approve the contract increase.

BACKGROUND INFORMATION: (2023261) On March 7, 2024, City Council approved a one-year City of Mesa cooperative contract with The Toro Company, represented locally by Simpson Norton Corporation, for the purchase of groundskeeping, golf and sports field maintenance equipment used by the Community Services Departments. Since that time, replacement for three additional units in Community Services has been identified for purchase. The contract increase will be used to purchase two mowers and one turf aerator as shown in the pictures below.



ATTACHMENTS: N/A

STAFF CONTACT(S): Tara Ford, Public Works Director, (480) 350-2855

Department Director: Laura Calder, Financial Services Director

Legal review by: Dave Park, Senior Assistant City Attorney

Prepared by: Alicia Ruiz, Procurement Officer



CITY OF TEMPE REQUEST FOR COUNCIL ACTION

Meeting Date: 9/5/2024
Agenda Item: 7B8

ACTION: Approve a one-year contract renewal with Leavitt Machinery, dba Reliable Forklift Sales, for the purchase of two forklifts.

FISCAL IMPACT: The total cost of the contract will not exceed \$170,000. Sufficient funds have been appropriated in the General Fund, Cost Center 3321 (Fleet Services), for anticipated expenditures during the current fiscal year and next fiscal year, contingent upon City Council approval of the City's annual budget.

RECOMMENDATION: Approve the contract renewal.

BACKGROUND INFORMATION: (T22-019-01) City Council approved the contract award on September 9, 2021, for an initial two-year period with three, one-year renewal options. This renewal request is the second of three available renewal options. The City plans to purchase two forklifts, one in the weight (pound) classes: 8000-12000, and one in the weight (pound) classes: 5000-6000. The forklifts will be a combination of electric power, liquefied petroleum gas, and diesel engine.

Vehicle Replacement Strategy

The City's vehicle replacement strategy is based on the analysis of capital costs, depreciation, operating costs, maintenance costs and residual value at auction. Fleet Services determines the lowest annualized cost of equipment to establish replacement guidelines that provide the lowest overall vehicle cost.

Contractor Performance

The performance of the contractor has been reviewed by City staff as follows:

Criteria	Leavitt Machinery dba Forklift Sales	
	Meets Contract Requirements	Does NOT Meet Contract Requirements
Contract personnel are responsive, cooperative and available	X	
The quality of products or services delivered	X	
Timeliness of performance	X	
Follow-up skills in resolving complaints or problems brought to their attention	X	
Promptness and accuracy of pricing on submitted invoices.	X	

Renewal

Cost

Annual pricing for 2024 has increased by approximately 4% compared to the previous 2023 pricing. Most of this increase is attributed to delivery and labor rates changes due to inflation pressure.

ATTACHMENTS: N/A

STAFF CONTACT(S): Tara Ford, Public Works Director, (480) 350-2855

Department Director: Laura Calder, Financial Services Director
Legal review by: Dave Park, Senior Assistant City Attorney
Prepared by: Alicia Ruiz, Procurement Officer

CITY OF TEMPE REQUEST FOR COUNCIL ACTION

Meeting Date: 9/5/2024
Agenda Item: 7B9

ACTION: Approve the utilization of a three-month State of Arizona contract with Empire Southwest, LLC, for the purchase of a Caterpillar backhoe loader.

FISCAL IMPACT: The total cost of the contract will not exceed \$135,000. Sufficient funds have been appropriated in the General Fund, Cost Center 3321 (Fleet Services), for anticipated expenditures during the current fiscal year.

RECOMMENDATION: Approve the utilization of the contract.

BACKGROUND INFORMATION: (CTR052847) The Arizona Department of Transportation (ADOT) solicited competitive bids for pricing on various types of heavy-duty road equipment. ADOT awarded a contract to Caterpillar, who is locally represented by Empire Southwest, LLC. This purchase replaces an existing backhoe loader assigned to the Diablo Stadium Maintenance that is reaching the end of its useful life.

The picture below shows a backhoe loader like the one that will be purchased.



ADOT developed a state-wide contract in response to the high volume of heavy-duty road equipment being purchased by government entities. ADOT secured a discount of 22% off the list price of the backhoe loader, which is reflected in the amount noted in the Fiscal Impact paragraph. The equipment warranty is 12 months and operator training will be provided at no additional cost. The purchase lead time is approximately six to eight months after the order is placed, pending supply chain inventory.

ATTACHMENTS: N/A

STAFF CONTACT(S): Tara Ford, Public Works Director, (480) 350-2855

Department Director: Laura Calder, Financial Services Director

Legal review by: Dave Park, Senior Assistant City Attorney

Prepared by: Alicia Ruiz, Procurement Officer



CITY OF TEMPE REQUEST FOR COUNCIL ACTION

Meeting Date: 9/5/2024
Agenda Item: 7B10

ACTION: Approve the utilization of one-year State of Arizona contracts with A&G Turf Equipment, Bingham Equipment Company, Fleming Trailers, Inc., John Deere Company, Titan Machinery (Sonsray), Stotz Equipment, Titan Machinery, and Drake Equipment of AZ for the purchase of landscape and utility vehicles, trailers, and equipment.

FISCAL IMPACT: The total combined cost of the contracts will not exceed \$200,000. Sufficient funds have been appropriated in the General Fund, Cost Center 3321 (Fleet Services), Water and Wastewater Fund, Cost Centers 3014 (South Tempe W.T.P.), and Arts and Culture Fund, Cost Center 3762 (TCA Art Park), for the anticipated expenditures in the current fiscal year and next fiscal year, contingent upon City Council approval of the City's annual budget.

RECOMMENDATION: Approve the utilization of the contracts.

BACKGROUND INFORMATION: (CTR062303) The State of Arizona solicited bids and awarded contracts to A&G Turf Equipment, Bingham Equipment Company, Fleming Trailers, Inc., John Deere Company, Titan Machinery (Sonsray), Stotz Equipment, Titan Machinery, and Drake Equipment of AZ for the purchase of landscape and utility vehicles, trailers, and equipment. The contracts contain cooperative language allowing the use by other government agencies.

The use of cooperative contracts is a cost-effective way to purchase turf and construction equipment. The State of Arizona utilized a competitive bid process that established pricing based on purchase volumes anticipated for the State and other utilizing government agencies. The quantity of equipment purchased under the State contracts far exceeds the number of vehicles that would be purchased individually by any utilizing entity, thereby leveraging cost savings for the City.

Municipal Fleet Industry Best Practices

In keeping with municipal fleet industry best practices, the City's vehicle replacement strategy is centered on asset protection and lifecycle cost analysis for each category of vehicle and equipment. This lifecycle analysis involves capital costs, depreciation costs, operating and maintenance costs and residual value at auction. The replaced vehicles will be sold at auction to recover residual value. Fleet Services determines the lowest annualized cost of equipment by category to establish replacement guidelines that provide the lowest overall cost of the City's fleet.

ATTACHMENTS: N/A

STAFF CONTACT(S): Tara Ford, Public Works Director, (480) 350-2855

Department Director: Laura Calder, Financial Services Director
Legal review by: Dave Park, Senior Assistant City Attorney
Prepared by: Alicia Ruiz, Procurement Officer



CITY OF TEMPE REQUEST FOR COUNCIL ACTION

Meeting Date: 9/5/2024
Agenda Item: 7B11

ACTION: Approve an addendum to the contract with Wilson & Company, Inc., Engineers & Architects for Project No. 6710821A – Landscape Planting Projects – Various City Locations – Wendler Drive.

FISCAL IMPACT: The addendum amount is \$114,773.00 for a total contract of \$184,665.00. Funds to cover this contract, related costs and any future change orders are appropriated for fiscal year 2024/25 in the Capital Improvement Project No. 6710829 – Energy Hubs and Microgrids.

RECOMMENDATION: Approve the addendum to the contract with Wilson & Company, Inc. Engineers & Architects.

BACKGROUND INFORMATION: In 2022, the Sustainability and Resilience Division partnered with TyLin and their subcontractors, WERK Urban Design for the development and completion of the Resilient Tempe Master Plan and Feasibility Study (Project 6710821). The goal of this plan is to ensure that Tempe has a long-term strategy to shade and cool the city with vegetation while lowering potable water use and taking advantage of the rain that does fall in the city. The Resilient Tempe Master Plan, otherwise known as the Rain to Roots initiative, aims to set a 20-year direction for the city to coordinate urban cooling, stormwater, green stormwater infrastructure (GSI) and urban forestry investment, while building enthusiasm and understanding of the opportunity to create a more sustainable and resilient city.

As part of Rain to Roots, the Sustainability and Resilience Division will be building pilot projects as examples of green stormwater infrastructure engineering standards, vegetation selection, and maintenance practices. Partnering with Wilson and Company and subconsultant, WERK Urban Design, to complete landscape refresh project on Wendler Drive and at the EnVision Center parking lot. EnVision Center pilot project will also undertake a process to rezone the property into the Transportation Overlay District (TOD).

The Sustainability and Resilience Division will continue to work collaboratively across Departments to accomplish these projects and educate internal and external partners on the methods of designing to maximize water capture and urban cooling in the Sonoran Desert.

Scope of Work: Professional services to be provided include those required for a GSI retrofit of an existing site including design for grading and drainage, GSI component design, landscape architecture, and survey. Additionally, this scope of work includes a rezoning effort and public outreach.

Contract Type: Professional Services Contract

ATTACHMENTS:

1. 6710821A-ADD1-WILSON&COMPANY-LANDSCAPE PLANTING PROJECTS - VARIOUS CITY LOCATIONS-WENDLER DRIVE.PDF

STAFF CONTACT(S): Mark Weber, P.E., Deputy Public Works Director / City Engineer, (480) 350-8526; Eric Iwersen, Transportation & Sustainability Director, (480) 350-8810

Department Director: Tara Ford, Public Works Director
Legal review by: Sam Arrowsmith, Assistant City Attorney
Prepared by: Decima Sever, Public Works Admin Manager



Landscape Planting Projects - Various City Locations Addendum #1	Project #	6710821A
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Date: 07-23-2024

Wilson & Company, Inc., Engineers & Architects 410 N 44th Street, Suite 460 Phoenix, AZ 85008	Contract NTP Date:	01-12-2024
	Contract Number:	C2024-19
	Reason for change(s):	<u>Extended Scope</u>

The Contract is hereby revised by the following items:

ITEM #	DESCRIPTION	AMOUNT
	Design Services	\$45,253.00
	Reimbursable Allowance	\$750.00
	Sub-Consultant Fees	\$68,770.00
		\$114,773.00

The original Contract Value was	\$69,892.00
Sum of previous Change Orders/Addendum	\$0.00
The Contract Value prior to this Change Order/Addendum was	\$69,892.00
The Contract value will be changed in the amount of	\$114,773.00
The new Contract Value including this Change Order/Addendum will be	\$184,665.00
The Contract duration will be changed by	340 Days
The revised Contract Completion date is	07-05-2025

Prepared by: Joantha Guthrie Date: 7/23/2024

Reviewed by: Gregg Kent Date: 7/23/2024

Accepted by: _____ Date: _____
Contractor or Consultant

Approved by: _____ Date: _____
Deputy Public Works Director/City Engineer

EXHIBIT A

Date: July 24, 2024

To: Joantha Guthrie, MPA
Project Management CIP Design
City of Tempe Engineering
Engineering and Transportation
Joantha_Guthrie@tempe.gov

From: Brian Schalk, PE
Senior Project Manager
Wilson & Company, Inc., Engineers & Architects
410 North 44th Street, Suite 460, Phoenix, AZ 85008
brian.schalk@wilsonco.com | 602.732.3817 (main)

Cc: Steve Salazar, PE
Vice President
Contract Signatory
steve.salazar@wilsonco.com

Re: Tempe Project Number 6710821A - EnVision Tempe GSI Retrofit Design

Mrs. Guthrie:

Wilson & Company, Inc., Engineers & Architects (CONSULTANT) is pleased to provide the City of Tempe with the following proposal for design services related to future Green Stormwater Infrastructure at the EnVision Tempe project site. Following are the project understanding, scope of services, professional services fee, schedule, and assumptions.

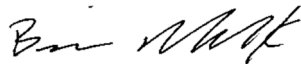
The professional services we propose to provide are those required for a Green Stormwater Infrastructure (GSI) retrofit of an existing site and includes grading and drainage, GSI component design, landscape architecture, and survey.

The professional service lump sum fee (labor and expenses, see Table 2) of \$114,773 will be invoiced per percent complete of each task on a monthly basis. This scope and fee are for additional services under the Landscape Planting Projects - Various City Locations – Wendler Drive (Contract No. C2024-19, Project No. 6710821A).

Our anticipated contract duration is approximately ten months, beginning with an anticipated notice to proceed in August 2024 and contract end date of June 30, 2025.

We look forward to working with you on this project. If you have any questions or require additional information, please feel free to contact me at your earliest convenience.

Sincerely,



Brian Schalk, PE
Senior Project Manager



Steve Salazar, PE
Vice President – Contract Signatory

Prime Firm: Wilson & Company, Inc., Engineers & Architects
Payment “Remit to” Address: 410 N 44th St Suite 460, Phoenix, AZ 85008
Firm’s Phone: (602) 283-2701

1 PROJECT UNDERSTANDING

The City of Tempe will be constructing/implementing GSI features for the EnVision project site. GSI and landscape planting design and implementation will take place within the EnVision Tempe project parcel/facility located at 1310 E. Apache Blvd, Tempe, AZ 85281 (Figure 1). The project site is located northeast of the intersection of S. Dorsey Lane and E. Apache Boulevard.

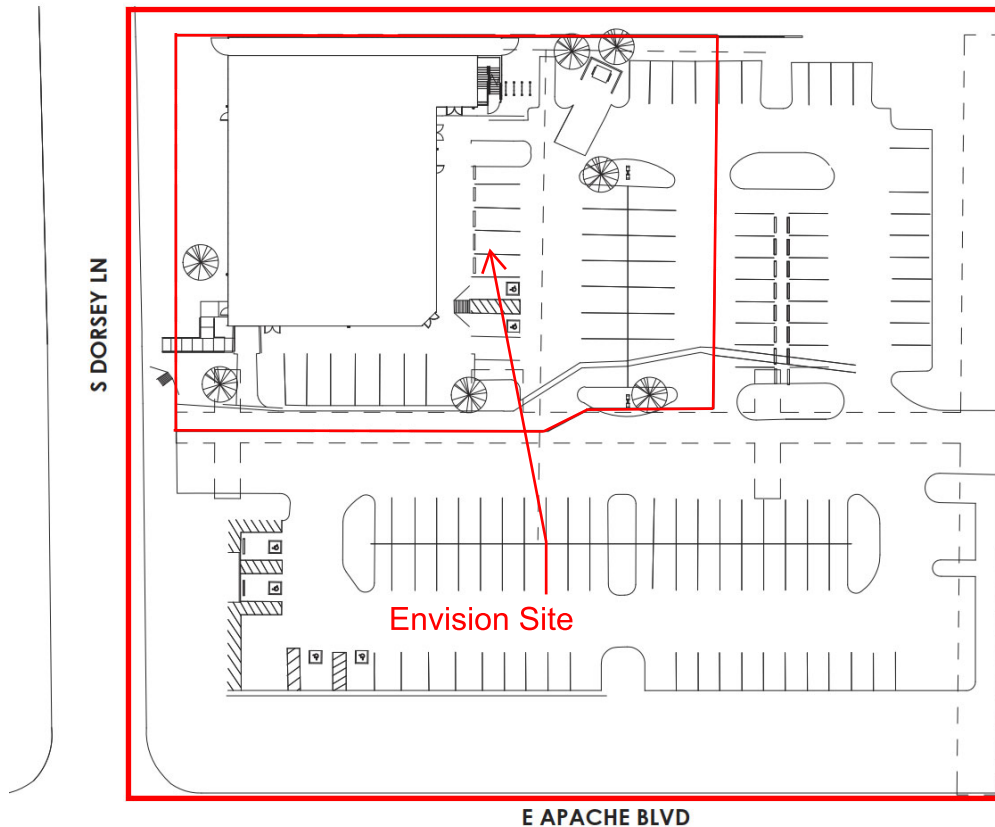


Figure 1. GSI project location – Tempe EnVision.

Design services entail data collection/review, site visits, survey, preparation of preliminary and final sealed plans, specifications, and cost estimate. Construction Phase and Post design services are not included under this scope of work.

This project is a site improvement and landscape design project for the City-owned property at 1310 E. Apache Boulevard. The site is currently referred to as, and functions as, a Valley Metro Park and Ride lot. The design charge is to remove a portion of existing pavement and design resiliency focused components, such as: GSI treatments; rainwater harvesting tanks or earthwork; urban forestry enhancements; and urban agriculture prepared spaces. The project will require a topographic survey and will provide demolition and preservation plans; grading and drainage plans; paving plans; and hardscape, landscape, and irrigation plans.

2 SCOPE OF SERVICES

2.1 Site Inventory

The CONSULTANT will inventory the location and condition of the existing plants on site. This information will be used in the demolition plans and planting plans. Other existing site conditions will be inventoried as well, such as location of drain inlets, building roof scupper locations, existing shrubs and groundcover. Site photography (typical and drone photography) will be collected at this time.

Deliverable Components:

- A. Project due diligence (review programming requirements)
- B. Site Visit and data collection
- C. Attendance at one (1) Kick-Off Meeting and one (1) virtual project coordination meeting

Deliverables:

- 1. Site photography
- 2. Integration of site information into Conceptual Design

2.2 Survey

Field control and data collection shall be subject to City of Tempe Control Network:

- Horizontal Control: City of Tempe, with Ground Adjustment factor to be applied as needed.
- Vertical Control: City of Tempe NGVD29

Field Control and Topographic Survey Data Collection:

The CONSULTANT will have field crews establish a control network utilizing control points mentioned above. The field crews will then transition their efforts to data collection and will include the following, if present:

- A. Major Angle points of curb (T/C, gutter, and curb termination), edge of pavement, sidewalk, and pedestrian ramps.
- B. Number of ground or pavements shots in a 50-foot grid pattern or tighter as needed to accommodate production of accurate DTM for 1 foot contour interval mapping.
- C. Water Valves & Manholes (With Inverts) in facility area as accessible.
- D. Fences and Walls (material type and height noted).
- E. Concrete or metal bases of all structures.
- F. Above / visible ground utilities and inverts on drainage facilities (including valley gutter, swales, ditches, basins, and other) as accessible.
- G. Wilson & Company will collect any found roadway monuments.
- H. Building or Overhang outline.

Assumptions:

- Client to provide access to all project areas.

Field Control and Topographic Survey Data Collection:

The CONSULTANT will provide survey work to calculate and produce a Right-of-Way / Parcel basemap. This includes the existing right-of-way lines and the parcels adjacent to the topographic survey data collection area. The linework shown for the right-of-way / parcel basemap will be produced using City of Tempe Section line work, GIS info. and supplemented with recorded plats & deeds as needed from the Maricopa County Assessor Recorder's Office.

Deliverables:

1. Civil 3D 2021 file of Topographic Survey Map produced at 1"=20' Scale
2. Civil 3D 2021 file of Right-of-Way Map produced at 1"=20' Scale
3. Text file of all points set and collected in P,N,E,EL,Desc format
4. .xml file of digital terrain model

2.3 30% Design (Conceptual Design)

The Conceptual Design phase will capture project startup, data collection, utility coordination, and site visit and inventory components. The CONSULTANT will develop conceptual Grading and Drainage, Site, and Landscape plans that incorporate the full site and will work with the owner and design team to prepare a design that meets the project programming goals and City requirements. The plans will show proposed GSI techniques, planting design, plant species, coverage densities and inert materials.

Deliverable Components:

- A. Concept Site Plan
- B. Concept Grading/ Drainage
- C. Concept landscape plan
- D. Color rendered landscape plan
- E. Character image boards
- F. Cost Estimate
- G. Attendance at two (2) virtual project coordination meetings

Deliverables:

1. Conceptual Landscape Plan package

2.4 60% Design (Design Development)

The purpose of the Design Development package is to develop the conceptual design plan in more detail and precision. This drawing package will show preliminary/initial details, materials, and preliminary quantities.

Deliverable Components:

- A. Cover Sheet
- B. Demolition/ Preservation Plan including Existing Plants
- C. Green Stormwater Infrastructure plans and details
- D. Landscape plans and details
- E. Hardscape plans and details
- F. Irrigation plans, showing point of connection, control equipment, and mainline routing
- G. Plans, sections, details, and materials schedules as necessary to communicate design intent
- H. Opinion of Probable Cost
- I. Attendance at two (2) virtual project coordination meetings

Deliverables:

1. One (1) Design Development Landscape Plan package

2.5 Construction Documents (90% and 100%)

CONSULTANT will update and finalize all existing drawings, adding drawings as needed to provide a full and final construction document submittal. The construction documents will include plans, details, sections, schedules and specifications necessary for bidding and construction. The drawing package will be suitable to secure permits and contractor bids. The Final Plans will be packaged for review and approval by the Development Team and City of Tempe.

Grading and Drainage Construction Documents

CONSULTANT will prepare a detailed grading and drainage plan directing runoff to existing and proposed stormwater improvements. Proposed grades will be determined to ensure no adverse impact to existing runoff patterns across the site while directing (to the extent possible) stormwater to proposed GSI facilities. All proposed grading will be evaluated with respect to ADA requirements.

Green Stormwater Infrastructure (GSI) Construction Documents

The GSI Plan will be a scaled drawing, intended to match the site plan orientation and layout. The plan will identify proposed GSI BMPs and will also include material schedules and installation details.

Hardscape Construction Documents

The Hardscape Plan will be a scaled drawing, intended to match the civil engineering plan orientation and layout. The plan will identify proposed hardscape layout dimensions, finishes, and site furnishings, and will also include material schedules and installation details.

Landscape Construction Documents

The Landscape Plan will be a scaled drawing, intended to match the civil engineering plan orientation and layout. The plan will identify the final locations of inert groundcover and vegetation, including the location of contractor-supplied plant materials. The plan will also include a complete plant key, materials schedule, and quantities. CONSULTANT will provide installation details for all landscape components.

Irrigation Construction Documents

The irrigation plan will be a scaled drawing and will match landscape plan orientation and scale. The irrigation design will correspond to the proposed landscape improvements and will identify all necessary piping and equipment required for a fully functioning irrigation system. CONSULTANT will provide installation details for all new irrigation components.

Deliverable Components:

- A. Grading and Drainage documents
- B. GSI construction documents
- C. Hardscape construction documents
- D. Landscape construction documents
- E. Irrigation construction documents
- F. Cost Estimate
- G. Attendance at three (3) virtual project coordination meetings

Deliverables

1. One (1) 90% construction document package
2. Comment response and plan edits

3. One (1) 100% construction document package
4. One (1) round of drawing revisions

2.6 Rezoning and Public Outreach

The site is within a Transit Overlay District (TOD) but is not zoned as such. It currently is subject to a Planned Area Development (PAD), which limits the possible design options of the site. The client desires to remove the existing PAD and, through the Variance process through the Board of Adjustments, apply an MU-4 zoning to the site. The process involves a Preliminary Site Plan review, a formal Site Plan review, a Public Involvement Plan, a neighborhood meeting, and a Board of Adjustments Hearing.

Concurrent with project design, the City will host multiple public meetings to present and discuss the project and concept. The team will support the public outreach process with meeting attendance and participation, and graphics necessary to convey the project concept

Deliverable Components:

- A. Preliminary Site Plan
- B. Formal Site Plan Submittal
- C. Public Involvement Plan
- D. Letters, photos, and documentation described in the Variance Packet
- E. Neighborhood Meeting
- F. Graphic depictions of the concept
- G. Board of Adjustments meeting presentation
- H. Additional Graphics in support of Public Outreach
- I. Attendance at three (3) public meetings
- J. Attendance at two (2) virtual project coordination meetings

Deliverables:

1. One (1) rezoning process
2. Graphics for Public Meetings

2.7 Meetings

The CONSULTANT will attend and participate in all project meetings. The CONSULTANT will prepare and distribute attendance sheet, meeting agenda, and meeting notes. Meeting notes will be prepared by the CONSULTANT within three business days after the meeting and sent to the City's Engineering Project Manager (PM) for review; then after approval the CONSULTANT will distribute to all meeting participants. City's Engineering PM will work with the CONSULTANT PM and will schedule all formal meetings that include the City staff/stakeholders. The CONSULTANT is to compile all review comments and enter into a comment/response spreadsheet that will be used to track all comments & responses. The CONSULTANT shall submit all compiled comments and responses to the City's Engineering PM within one week of review/comment resolution meeting.

A Project Kick-Off Meeting will be scheduled within two (2) weeks of Notice-to-Proceed. The Project Kick-Off Meeting will be no longer than two hours in duration.

The CONSULTANT shall meet as needed with the City's PM and project team to review the overall project status. The CONSULTANT (and sub-consultants if applicable) shall be prepared to provide status updates and discuss any new or outstanding issues. Any problems shall be identified and discussed. The CONSULTANT shall take notes of all regularly scheduled project review meetings. The project team will participate in approximately nine (9), one-hour Monthly Project Progress Meetings during the course of the project. Monthly Project Progress Meetings will be virtual through Microsoft Teams or as a part of other

project meetings. All teleconference meetings may be recorded, if possible, to help document progress, decisions, and action items. The CONSULTANT will provide meeting notes/summaries review and approval by the City and project stakeholder representatives.

City's Engineering PM will work with the CONSULTANT PM to schedule all formal design meetings that include the City staff/stakeholders. The CONSULTANT is to compile all review comments and enter into a comment/response spreadsheet that will be used to track all comments & responses. CONSULTANT shall submit all compiled comments & responses to the City's Engineering PM within one week of review/comment resolution meeting.

The CONSULTANT (and sub-consultant) shall attend one neighborhood meeting and up to three (3) public outreach meetings. Coordination meetings included in this scope of work are listed in Table 1.

Table 1. Anticipated coordination meetings.

Meeting Type	EnVision
Project Kick-Off + Field Visit	1
Progress Meetings	9
Neighborhood Meeting	1
Board of Adjustments Hearing	1
Public Outreach Meetings	3
Total	15

2.8 Project Management and Coordination

The CONSULTANT shall provide internal project management and coordination for all aspects of engineering design. Included in this task are management and maintenance of project schedule, records, correspondence, quality control activities, and correspondence with City staff.

3 PROFESSIONAL SERVICES FEE

The lump sum fee (Table 2) of **\$115,153** for the professional services discussed above will be invoiced per percent complete of each task on a monthly basis. The total lump sum fee (labor and expenses) is shown per task in the below Fee Breakdown Table (Table 3).

Table 2. Lump sum fee breakdown between labor and expenses.

Labor Fee	\$45,253
Sub-Consultant Fees	\$68,770
Expenses/Reimbursable Allowance	\$750
Total Labor and Expenses Fee	\$114,773

Table 3. Fee Breakdown Table.

TASK	DESCRIPTION	Senior Party Chief	Party Chief	Survey CADD Tech	Professional Surveyor	Senior PM Engineer	Engineer	EIT	TOTAL HOURS	TOTAL LABOR COST
2.1	Site Inventory									\$ 1,065
	Project due diligence								0.0	\$ -
	Site Visit + data collection					1.0		1.0	2.0	\$ 355
	Meetings: 1 kick off and 1 virtual					2.0		2.0	4.0	\$ 710
2.2	Survey									\$ 13,668
	RTK Topo	34.0	34.0	24.0	1.0				93.0	\$ 10,804
	S-6 Topo	5.0	5.0	2.0	1.0				13.0	\$ 1,574
	Section Tie Survey - row calcs - field calcs	0.0	0.0	3.0	1.0				4.0	\$ 510
	QA-QC	1.0	1.0	1.0	1.0	1.0			5.0	\$ 780
2.3	Conceptual Design (30%)									\$ 3,840
	Site Plan								0.0	\$ -
	Conceptual Landscape Plan								0.0	\$ -
	Color Rendered Landscape Plan								0.0	\$ -
	Character Image Boards								0.0	\$ -
	Cost Estimate					2.0	2.0	2.0	6.0	\$ 1,110
	Plan QC					4.0	4.0	2.0	10.0	\$ 2,020
	Plan Submittal								0.0	\$ -
	Meetings: Project Coordination: 2 virtual					2.0		2.0	4.0	\$ 710
2.4	Design Development (60%)									\$ 10,390
	Demolition/ Preservation Plan								0.0	\$ -
	GSI Plans and Details					2.0	4.0	2.0	8.0	\$ 1,510
	Landscape Plans and Details								0.0	\$ -
	Hardscape Plans and Details								0.0	\$ -
	Irrigation Plans and Details								0.0	\$ -
	Plans, sections, details as needed					10.0	8.0	10.0	28.0	\$ 5,150
	Cost Estimate					4.0	8.0	4.0	16.0	\$ 3,020
	Meetings: Project Coordination: 2 virtual					2.0		2.0	4.0	\$ 710
2.5	Construction Documents (90% and 100%)									\$ 11,365
	Demolition/ Preservation Plan								0.0	\$ -
	GSI construction documents								0.0	\$ -
	Hardscape construction documents								0.0	\$ -
	Landscape construction documents								0.0	\$ -
	Irrigation construction documents								0.0	\$ -
	cost estimate								0.0	\$ -
	90% Plan submittal prep					10.0	8.0	10.0	28.0	\$ 5,150
	Comment response								0.0	\$ -
	100% Plan submittal prep					10.0	8.0	10.0	28.0	\$ 5,150
	Drawing revisions								0.0	\$ -
	Meetings: Project Coordination: 3 virtual					3.0		3.0	6.0	\$ 1,065
2.6	Rezoning and Public Outreach									\$ 4,925
	Preliminary Site Plan					2.0			2.0	\$ 510
	Formal Site Plan Submittal					2.0			2.0	\$ 510
	Public Involvement Plan								0.0	\$ -
	Letters, photos, and documentation								0.0	\$ -
	Graphics								0.0	\$ -
	Additional Graphics in support of Public Outreach								0.0	\$ -
	Meeting: Neighborhood: 1 in person					2.0		2.0	4.0	\$ 710
	Meeting: Board of Adjustments Hearing and prep					1.0		1.0	2.0	\$ 355
	Meetings: Public Outreach: up to 3					6.0		6.0	12.0	\$ 2,130
	Meetings: Project Coordination: 2 virtual					2.0		2.0	4.0	\$ 710
	ESTIMATED HOURS	40.0	40.0	30.0	4.0	68.0	42.0	61.0		\$ 45,253
	DIRECT HOURLY RATE	\$133.74	\$100.98	\$110.18	\$179.86	\$255.00	\$200.00	\$100.00		
	LABOR COST	\$5,349.52	\$4,039.12	\$3,305.25	\$719.42	\$17,340.0	\$8,400.00	\$6,100.00		
	TOTAL ESTIMATED HOURS								285.0	
								EXPENSE	\$	-
								Printing	\$	-
								Mileage	\$	-
								GPS	\$	750.00
								Direct Expense (\$	750.00
								Total Fee	\$	46,003

4 SCHEDULE

CONSULTANT will begin work upon receipt of Notice-to-Proceed. Below is the estimated project schedule:

Notice to Proceed:	08/15/24
Task 2.1 – Site Inventory	08/15/24 – 09/12/24
Task 2.2 – Survey	08/15/24 – 10/01/24
Task 2.3 – Conceptual (30%)	09/16/24 – 10/25/24
City Review:	10/28/24 – 11/18/24
Task 2.4 – DD (60%)	11/19/24 – 01/17/25
City Review:	01/20/25 – 02/10/25
Task 2.5 – CDs (90%)	02/11/25 – 03/18/25
City Review:	03/19/25 – 04/09/25
Task 2.5 – CDs (100%)	04/10/25 – 05/07/25
City Review:	05/08/25 – 05/29/25
Task 2.6 – Rezoning and P.O.	11/15/24 – 06/01/25

At the Project Kick-Off Meeting a detailed project schedule will be provided. The project schedule will be updated monthly and in the event of any unforeseen schedule-impacting issues.

5 DESIGN STANDARDS

Civil and GSI design standards and guidelines to be considered include:

- City of Tempe Public Works Department, Engineering Design Criteria, Latest Revision
- City of Tempe, Supplement to Maricopa Association of Governments Uniform Standard Details and Specifications for Public Works Construction, Latest Revision
- City of Tempe, Public Works Dept - Engineering Division Standard Landscape and Irrigation Details and Specifications, Latest Revision
- City of Tempe Utility Permit and Construction Manual, Latest Revision
- Greater Phoenix Metro Green Infrastructure Handbook
- Lake Havasu City LID Master Plan

6 QA/QC

QA/QC will be conducted by qualified staff members that are not conducting task work. QA/QC will be conducted for all deliverables, prior to submittal to the City.

7 ASSUMPTIONS AND EXCLUSIONS

Any work not specifically identified as being part of this scope of work or allowances shall be clearly identified in advance and no such work shall be started without prior written authorization from the City's Engineering project manager. The following services are not part of this scope of work:

- Design of centralized conveyance/retention/detention of offsite flows
- Permitting
- Neighborhood/watershed GSI planning
- Potholing

- Utility coordination and/or relocations
- Archaeologic, biological, hazardous material investigations
- Building plan review
- Traffic Impact Study
- Water Conservation Report
- Stormwater Pollution Prevention Plan
- Electrical Design
- Meetings not discussed or listed above
- Submittals/Revisions/documents not discussed or listed above
- Value engineering
- Lighting design or photometric plans
- Pool or water feature design
- Design of artwork and/or artist coordination
- Coordination of and/or conducting materials testing and special inspections
- Construction Phase Services
- Post construction services (as-built/record drawings and operation/maintenance manuals)

General assumptions:

- All deliverables will be provided in electronic/digital file format(s).
- The City of Tempe is the only reviewing agency.
- Level of effort (hours and fee) for tasks to be completed per site is provided in project fee tables.
- Access to the site is available without notifications.



CITY OF TEMPE REQUEST FOR COUNCIL ACTION

**Meeting Date: 9/5/2024
Agenda Item: 7C1**

ACTION: Adopt a resolution authorizing the City of Tempe's participation in settlements with BASF and Tyco in the multi-district litigation related to damages sustained from aqueous film-forming foam (AFFF) and other products containing per- and polyfluoroalkyl substances (PFAS). (Resolution No. R2024.109)

FISCAL IMPACT: Legal representation in the AFFF/PFAS Multi-District Litigation (PFAS MDL) was retained on a contingency basis for fees and costs which will be deducted from settlement awards.

RECOMMENDATION: Adopt Resolution No. R2024.109.

BACKGROUND INFORMATION: PFAS, also now known as "forever chemicals", have impacted cities, towns, water providers, utilities, airports, and many others across the country. PFAS are present in many products including a former firefighting product known as aqueous film-forming foam or AFFF. As far back as the 1940s, 3M Company, E.I. DuPont de Nemours and Company, Chemguard, Inc., and others (PFAS Manufacturers) designed, manufactured, tested, and distributed PFAS chemicals and products such as AFFF which contain PFAS.

The City has adjusted operations to closely monitor for PFAS as part of the City's efforts to provide quality water to our community. The City's drinking water continues to comply with Safe Drinking Water Act requirements.

Because numerous lawsuits have been filed in federal court against the PFAS Manufacturers, the matters have been consolidated into the PFAS MDL based out of the U.S. District Court for the District of South Carolina. The District Court has approved public water provider class settlements with BASF and Tyco for which the City is eligible. This Resolution approves the City's participation in the BASF and Tyco settlements, authorizes and directs the City Attorney to file settlement claims, and authorizes and directs the City Attorney and City Manager to act in furtherance of the Resolution.

ATTACHMENTS:

1. 09 05 24 RESOLUTION BASF TYCO STTLMTS.DOCX

STAFF CONTACT(S): Eric Anderson, City Attorney, (480) 858-2187; Janis Bladine, Senior Assistant City Attorney, (480) 350-8609

Department Director: Eric Anderson, City Attorney

Legal review by: Eric Anderson, City Attorney

Prepared by: Janis Bladine, Senior Assistant City Attorney, and Kara Stanek, Senior Assistant City Attorney

RESOLUTION NO. R2024.109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE CITY'S PARTICIPATION IN SETTLEMENTS WITH BASF AND TYCO IN THE MULTI-DISTRICT LITIGATION RELATED TO DAMAGES SUSTAINED FROM PRODUCTS CONTAINING PER- AND POLYFLUOROALKYL SUBSTANCES ("PFAS").

WHEREAS, through Resolution No. R2023.75, the Tempe City Council previously authorized the City's participation in legal action for claims related to damages, compensation, and other relief against the manufacturers of aqueous film-forming foam (AFFF), other products containing per- and polyfluoroalkyl substances (PFAS), and PFAS and to do so as part of the PFAS multi-district litigation (MDL) in the U.S. District Court for the District of South Carolina;

WHEREAS, the District Court has preliminarily approved public water provider class settlements with BASF Corporation (BASF) and Tyco Fire Products LP, individually and as successor in interest to The Ansul Company and Chemguard, Inc. (Tyco);

WHEREAS, the City has until October 15, 2024 to opt out of the BASF settlement and September 23, 2024 to opt out of the Tyco settlement;

WHEREAS, by remaining a class member, the City will be entitled to compensation based on the amounts of PFAS contamination in the City's water system and the amount of water that flows through the system; and

WHEREAS, the Council has determined that it is in the best interests of the City to participate in the BASF and Tyco settlements pending in the United States District Court in South Carolina in order to receive a distribution of funds from these settlements,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, HEREBY:

Section 1. The City Council hereby approves the City's participation in the AFFF MDL settlements with BASF and Tyco.

Section 2. The City Council hereby authorizes and directs the City Attorney to file all claims including special needs claims and future supplemental claims and to take all such actions necessary to effectuate public water provider settlements with BASF and Tyco.

Section 3. The City Council hereby authorizes and directs the City Attorney and City Manager and their respective staff to execute any such documents and take any such other actions reasonably necessary to carry out the purpose of this Resolution.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA,
this 5th day of September, 2024.

Corey D. Woods, Mayor

ATTEST:

Kara A. DeArrastia, City Clerk

APPROVED AS TO FORM:

Eric C. Anderson, City Attorney



CITY OF TEMPE REQUEST FOR COUNCIL ACTION

**Meeting Date: 9/5/2024
Agenda Item: 7C2**

ACTION: Adopt a resolution authorizing the Tempe Police Department to accept funds for the appropriation related to section 127 of House Bill 2897 for pepperball and pepperball weapons. (Resolution No. R2024.110)

FISCAL IMPACT: The amount of the appropriation is \$225,000. This appropriation will supplement the Police Department's existing General Fund appropriation. Sufficient budget appropriation for expenditure has been set aside in cost center 45999 (Contingency) and was included as part of the Police Grants and Restricted Revenue (Fund 45) as part of the fiscal year 2024-25 adopted budget.

RECOMMENDATION: Adopt Resolution No. R2024.110.

BACKGROUND INFORMATION: House Bill 2897 was passed and allowed for an appropriation to the peace officer training equipment fund. Specifically, per section 127 of the House Bill, the Tempe Police Department was allocated \$225,000 for pepperball and pepperball weapons.

ATTACHMENTS: Resolution and H.B.2897

STAFF CONTACT(S): Alan Akey, Commander, (480) 858-6103

Department Director: Kenneth McCoy, Police Chief
Legal review by: Rachel Heintz, Police Legal Advisor
Prepared by: Paul DeRose, Police Budget Administrator

RESOLUTION NO. R2024.110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE TEMPE POLICE DEPARTMENT TO ACCEPT FUNDS FOR THE APPROPRIATION RELATED TO SECTION 127 OF HOUSE BILL 2897 FOR PEPPERBALL AND PEPPERBALL WEAPONS.

WHEREAS, the City of Tempe, at the recommendation of the Police Department, will approve the acceptance of the funds; and

WHEREAS, this project is for the benefit of all citizens of Tempe; and

WHEREAS, the project is compatible with the laws of the United States of America, Arizona and the City of Tempe.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, HEREBY:

1. Approves the acceptance of funds for the City of Tempe in the amount of \$225,000; and
2. Grants approval of the request to receive the funds, and disburse the funds and/or incur related allowable expenses; and
3. Gives authority to the Chief of Police or designee(s), to act as agent of the City of Tempe to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, billing statements, and any other necessary or desirable instruments in connection with such funding.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this 5th day of September, 2024.

Corey D. Woods, Mayor

ATTEST:

Kara A. DeArrastia, City Clerk

APPROVED AS TO FORM:

Eric C. Anderson, City Attorney

House Engrossed

general appropriations act; 2024-2025

State of Arizona
House of Representatives
Fifty-sixth Legislature
Second Regular Session
2024

CHAPTER 209

HOUSE BILL 2897

AN ACT

AMENDING LAWS 2022, CHAPTER 313, SECTIONS 31 AND 38; AMENDING LAWS 2022, CHAPTER 313, SECTION 110, AS AMENDED BY LAWS 2023, CHAPTER 121, SECTION 1; AMENDING LAWS 2022, CHAPTER 313, SECTION 128; REPEALING LAWS 2022, CHAPTER 366, SECTION 33; AMENDING LAWS 2023, CHAPTER 133, SECTIONS 9, 17, 23, 77, 97 AND 113; APPROPRIATING MONIES.

(TEXT OF SECTION 127 BEGINS ON NEXT PAGE)

1 Sec. 127. Appropriations; peace officer training equipment
2 fund; local law enforcement agency distributions;
3 fiscal year 2024-2025

4 The following amounts are appropriated from the peace officer
5 training equipment fund established by section 41-1731, Arizona Revised
6 Statutes, in fiscal year 2024-2025 to be distributed to the following
7 recipients for the following purposes:

8 1. \$600,000 to the Pinal county sheriff's office for a pilot
9 program to connect the records management systems and computer aided
10 dispatch systems of four agencies, including the Pinal county sheriff's
11 office. The software for the pilot project must do all of the following:

12 (a) Be able to integrate data from common law enforcement systems
13 such as computer aided dispatch and records management systems on a
14 real-time basis.

15 (b) Provide capabilities to deduplicate redundant records in law
16 enforcement systems.

17 (c) Provide advanced configurable search, analytics and
18 visualization capabilities to support common law enforcement mission
19 needs.

20 (d) Provide granular access controls that allow law enforcement
21 agencies to appropriately restrict access to information by data type,
22 organization, roles, responsibilities, individual investigations and other
23 parameters.

24 (e) Allow for secure, permission-controlled data integration and
25 sharing between any participating Arizona law enforcement agencies.

26 (f) Be accessible on a wide variety of common law enforcement
27 agency devices such as desktops, laptops, in-car computers and mobile
28 devices.

29 (g) Have a demonstrated track record of meeting or exceeding
30 similar mission needs and the ability to reach full operational capability
31 within ninety days of initiation.

32 (h) Allow for integration with existing law enforcement agency
33 identify and access management solutions, such as single-sign-on and
34 multi-factor authentication.

35 (i) Be hosted in a secure, criminal justice information services
36 compliant cloud environment that can scale to accommodate the increasing
37 volume and velocity of Arizona law enforcement data needs.

38 (j) Meet or exceed all federal bureau of investigation criminal
39 justice information services security standards.

40 (k) Provide granular audit logging for all user interactions with
41 data.

42 (l) Provide a fully open, interoperable architecture and business
43 terms that ensure that Arizona law enforcement agencies retain full and
44 total rights to agency data at all times.

45 2. \$1,441,200 to distribute to the following agencies for
46 pepperball and pepperball weapons:

47 (a)	Cochise county sheriff's office	\$ 56,600
48 (b)	Santa Cruz county sheriff's office	\$ 83,900
49 (c)	Pinal county sheriff's office	\$191,500
50 (d)	Scottsdale police department	
51 downtown district		\$122,200
52 (e)	Nogales police department	\$112,800
53 (f)	City of Peoria police department	\$ 51,000
54 (g)	Tempe police department	\$225,000
55 (h)	Payson police department	\$ 37,800
56 (i)	San Luis police department	\$ 38,600
57 (j)	Navajo county sheriff's office	\$ 59,000
58 (k)	City of Phoenix office of	
59 the police chief		\$213,900
60 (l)	Apache junction police department	\$ 64,200
61 (m)	Tombstone marshal's office	\$ 33,500
62 (n)	Goodyear police department	\$ 74,900
63 (o)	Queen Creek police department	\$ 76,300

64 3. \$312,000 to the Maricopa county attorney's office for a one
65 hundred eighty degree simulator for training de-escalation and crime
66 recreation.

67 4. \$600,000 to the Yavapai county sheriff's office to create
68 simulations for law enforcement. The Yavapai county sheriff's office must
69 make the simulations available free of charge to other law enforcement
70 agencies in this state that have received law enforcement training
71 simulators from this state.



CITY OF TEMPE REQUEST FOR COUNCIL ACTION

Meeting Date: 9/5/2024
Agenda Item: 7C3

ACTION: Adopt a resolution approving the Tempe City Council Rules of Procedure related to updates to the Council Subcommittee structure. This item requires an affirmative vote of at least two-thirds (2/3) of all Councilmembers (5 of 7 votes required for approval). (Resolution No. R2024.111)

FISCAL IMPACT: No impact on City funds.

RECOMMENDATION: Adopt Resolution No. R2024.111.

BACKGROUND INFORMATION: On Monday, August 26, 2024, during the Work Study Session, the Mayor and Council reached consensus to proceed with updating the Tempe City Council Rules of Procedures to establish Council Subcommittees. As part of this update, the current Council Committees—Sustainability and Economic Vitality, Workforce Readiness and Livable Communities, and Human and Community Safety—will be retired. The key revisions include:

Rule 5: Regular City Council Meeting Order of Business

- To assure adequate time for Council business, Public Appearances may be limited by the Mayor to an aggregate total of sixty (60) minutes.
- In the interest of the efficiency or fairness of the meeting, the Mayor may limit each speaker to less than three (3) minutes.
- Speakers not choosing to appear in person or virtually may submit written comments which will be added to the record.
- Presentations -The Mayor may limit the time for presentations and discussion during any public hearing or other discussion item as necessary to expedite the Council's business. Guidelines for presentation times shall be as follows:
 - a. Staff Presentation (if any): 10-15 minutes.
 - b. Applicant Presentations 15 minutes
 - c. Other interested Party presentations (as permitted): 10 minutes
 - d. Applicant Rebuttal following any public comment: 5-10 minutes

Rule 7: Council Subcommittees

- Any combination of two or three members of the Council (including the Mayor) constituted for the purpose of making recommendations concerning decisions to be made or courses of conduct for the Council shall be referred to in these Rules as a "Subcommittee"
- Subject to the limitations set forth below, a Council Subcommittee may be formed in either of the following manners:
 - a. The Mayor may establish one or more Council Subcommittees and charge them with their powers, duties, and responsibilities by filing a writing to that effect with the City Clerk and announcing the formation of the Subcommittee at the next regularly scheduled meeting of the Council; or

b. Any two other Members of the Council may propose the formation of a Subcommittee at a Work Study Session of the Council by identifying the purpose of the proposed Subcommittee and the proposed members of the Subcommittee and obtaining approval of the majority of the Council.

- The Mayor shall appoint and remove the Councilmembers and/or chairperson(s) for each Subcommittee established by the Mayor. A member of a Subcommittee formed by proposal from a Councilmember other than the Mayor may only be removed from the Subcommittee by an affirmative vote of a majority of the Council. Provided, however, if a two-person Subcommittee is formed by proposal from a Councilmember other than the Mayor, the Mayor may from time to time designate an additional Councilmember to serve as a third member of that Subcommittee. The Mayor may also appoint a replacement member of any such Subcommittee in the event of the resignation or inability to serve as one of the Subcommittee members.
- Each Subcommittee shall provide a written status update every (30) thirty days or following each meeting if the Subcommittee meets less often than every thirty days.
- A Councilmember may not propose any additional Subcommittees to the Council if two Subcommittees proposed by such Councilmember are already in existence.
- No Subcommittee shall be formed for a purpose when another existing Subcommittee has already been formed for that same or similar purpose. No Subcommittee shall include the same or substantially similar topic or issue on its agenda as that which is actively being considered by another Subcommittee. The Mayor shall have authority to determine if there is a conflict or overlapping issues between Subcommittees and, in the event such conflict or overlap has been determined, the Mayor may direct which Subcommittee should consider such matter after considering the purpose for which each Subcommittee was formed.
- To the extent applicable by their plain meaning, these Rules and the Rules of Decorum for Council meetings shall apply to Subcommittee meetings unless otherwise determined by the Subcommittee chair(s).
- No member of the Council shall be appointed as a member of a Subcommittee without such Councilmember's consent.

ATTACHMENTS:

1. RESOLUTION NO. 2024.XX; RULES OF PROCEDURE 2024 DRAFT.DOC
2. TEMPE CITY COUNCIL RULES OF PROCEDURE.DRAFT REVISIONS RED LINE FINAL.DOCX
3. TEMPE CITY COUNCIL RULES OF PROCEDURE.DRAFT REVISIONS (AUGUST 2024)FINAL CLEARN.DOCX

STAFF CONTACT(S): Tanya Chavez, Mayor and Council Chief of Staff, (480) 858-2215

Department Director: Keith Burke, Deputy City Manager

Legal review by: Eric Anderson, City Attorney

Prepared by: Tanya Chavez, Mayor and Council Chief of Staff

RESOLUTION NO. R2024.111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, APPROVING UPDATED TEMPE CITY COUNCIL RULES OF PROCEDURE, AS AMENDED, TO GOVERN ITS OWN RULES, ORDER OF BUSINESS AND CONDUCT OF PUBLIC MEETINGS AND TERMINATING PREVIOUSLY CONSTITUTED GROUPS AND SUBCOMITTEES.

WHEREAS, Tempe City Charter Section 2.10, specifies that Council members shall determine its own rules, order of business, and conduct of public meetings; and

WHEREAS, the City Council of the City of Tempe has reviewed the Tempe City Council Rules of Procedure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

1. That the Tempe City Council Rules of Procedure as set forth on *Exhibit A*, attached hereto and incorporated herein by this reference, are hereby approved and adopted to be effective as of the date of this resolution.
2. That all previously established Committees, Subcommittees, Working Groups or any other combination of Council members meeting the definition of a Subcommittee as set forth in these Updated Rules of Procedure shall be deemed to be terminated on or before the date of this Resolution.
3. That the Mayor or his designee is hereby authorized to execute such additional documents or take such additional actions that may be necessary to carry out the purposes of this Resolution.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE,
ARIZONA, this 5th day of September, 2024.

Corey D. Woods, Mayor

ATTEST:

Kara A. DeArrastia, City Clerk

APPROVED AS TO FORM:

Eric C. Anderson, City Attorney

TEMPE CITY COUNCIL RULES OF PROCEDURE

RULE 1. GENERAL RULES

- A. Rules of Journal (City Charter Section 2.10(b): The City Council shall determine its own rules, order of business, conduct of public meetings, and shall provide for keeping a journal of its proceedings. This journal shall be a public record.
- B. Written Rules, Order of Business and Procedure: The rules, order of business, and procedure of the City Council shall be in writing and be available to all interested citizens.

RULE 2. CONFLICT OF INTEREST

The provisions of Arizona Revised Statutes (A.R.S.) Title 38, Chapter 3, Article 8, §§ 38-501 to 38- 511, inclusive, are incorporated herein by reference. The Mayor or a Councilmember shall make known any “substantial interest” as required by A.R.S. § 38-503 by completing and filing a form provided by the City Clerk with the City Clerk, who shall post the form on the City’s website.

RULE 3. CITY COUNCIL MEETINGS

The City Council shall meet regularly at least once ~~in-everyeach~~ month at such times and places as the City Council may prescribe. Special meetings may be held on the call of the Mayor or of four or more Councilmembers. All meetings shall be open to the public, except Executive Sessions which may be held for the purposes allowed by law. Study Sessions, Issue Review Sessions and Special Meetings are permissible to brief Councilmembers on various issues, including the items on the agenda of a City Council meeting. Councilmembers may attend City Council meetings telephonically, or by other technological means. All public meetings and proceedings shall conform to the requirements of A.R.S. Title 38, Chapter 3, Article 3.1, §§ 38-431 to 38-431.09 (“Arizona Open Meeting Law”), inclusive.

RULE 4. THE CITY COUNCIL AGENDAS

Staff Procedure: All reports, communications, ordinances, resolutions, contracts, documents or other matters to be submitted to the City Council shall be delivered to the City Clerk, with a copy to the City Manager.

- 1. The Mayor, City Manager and City Clerk shall review the agendas and background information material the week preceding the Council meeting. The City Clerk shall notify the Mayor of any revisions to the meeting agendas that occur after the review. The Mayor has discretion to delete or add items to the agendas, except those items specifically requested by Councilmembers in conformance with these rules.
- 2. The City Clerk shall electronically disseminate copies of the agendas and background material to the Mayor and City Council on the Friday prior to the meetings.

3. The agendas shall be made public in advance of the meeting by posting in accordance with the Arizona Open Meeting Law. Such action shall be taken concurrently with the furnishing of the agendas to individual members of the City Council.
4. Councilmembers may add items to the meeting agendas as follows:
 - a. Regular Council Meetings, Special Meetings, Issue Review Sessions, and Work Study Sessions: Request by two Councilmembers provided to the City Manager to forward to the Mayor for review. Any two of these three members of the City Council have the authority to approve the addition of the proposed agenda item. If approved, the Mayor will notify the City Manager of the agenda item. In addition, an agenda item may be added at the request of the Mayor.
 - b. Committee of the Whole: Request by one Councilmember to the City Manager.
 - c. Late agenda items requested after the agendas have been disseminated may be added only after consultation with the Mayor.

RULE 5. REGULAR CITY COUNCIL MEETING ORDER OF BUSINESS

The Order of Business for a Regular Council Meeting shall be:

1. MOMENT OF SILENCE
2. PLEDGE OF ALLEGIANCE
3. MINUTES
 - A. Approval of City Council Meeting Minutes
 - B. Acceptance of Board, Commission and Committee Meeting Minutes
4. REPORTS AND ANNOUNCEMENTS
 - A. Mayor's Announcements
 - B. City Manager's Announcements
5. PUBLIC APPEARANCES – The public body is prohibited by state law from discussing, responding to or taking action on matters raised during the call to the public that are not specifically listed for legal action by the Council elsewhere on the agenda, but the Council may respond to criticism, ask staff to review a matter, or request a matter to be placed on a future agenda. If a member of the public requires a reasonable accommodation under the Americans with Disabilities Act of 1990 to attend or participate in the Public Appearances, please speak to a staff member of the City Clerk's Office at least seventy- two (72) hours prior to the scheduled meeting.

If necessary to assure adequate time for Council business, Public Appearances may shall be limited by the Mayor to an aggregate total of sixty (60) minutes. No person shall speak more than once

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and there is a limit of three (3) minutes per speaker. In the interest of the efficiency or fairness of the meeting, the Mayor may limit each speaker to less than three (3) minutes. Speakers present at the podium must state their name and city of residence and provide a speaker card. Speaker cards may also be filled out via the city's website at www.tempe.gov/clerk at least two (2) hours before the meeting or in-person until the agenda item is called. See Rule 11, Section 4 for additional rules of decorum. For those appearing virtually, a speaker card must be filled completed and submitted out at least two (2) hours prior to the meeting in order to appear. Speakers will be taken first come, first serve in the order in which the cards are received. Speakers not choosing to appear in person or virtually may have their comments read into the record, time permitting submit written comments which will be added to the record. Speaker's visual aids, and appearances by phone or recordings are not allowed.

6. CONSENT AGENDA
 - A. Miscellaneous Items
 - B. Award of Bids/Contracts
 - C. Resolutions
7. NON-CONSENT AGENDA
 - A. Miscellaneous Items/Bids/Contracts/Resolutions
 - B. Ordinances and Items for Introduction and First Hearing
 - C. Ordinances and Items for Second Hearing and Final Adoption

7.1 Presentations. The Mayor may limit the time for presentations and discussion during any public hearing or other discussion item as necessary to expedite the Council's business. Guidelines for presentation times shall be as follows:

- A. Staff Presentation (if any): 10-15 minutes.
- B. Applicant Presentations 15 minutes
- C. Other interested Party presentations (as permitted): 10 minutes
- D. Applicant Rebuttal following any public comment: 5-10 minutes
- G.

8. CURRENT EVENTS/COUNCIL ANNOUNCEMENTS/FUTURE AGENDA ITEMS
9. PUBLIC APPEARANCES (CONTINUED)– An additional aggregate total of sixty
9. (60) minutes is allotted for Public Appearances. No person shall speak more than once and there is a limit of three (3) minutes per speaker. Speakers present at the podium must state their name and city of residence and provide a speaker card. See Rule 11, Section 4 for additional rules of decorum. Rules for speaking during the second public appearance item shall be the same as stated earlier.

RULE 6. ISSUE REVIEW SESSIONS OR WORK STUDY SESSIONS

Issue Review Session or Study Session agendas typically include:

1. Call to the Audience
2. Issue Review Session items for briefing and discussions
3. Committee of the Whole and/or Ad Hoc Committee items for Council direction or status update
4. Future Agenda Items
5. Mayor's Announcements/City Manager's Announcements

RULE 7: COUNCIL SUBCOMMITTEES

1. Any combination of two or three members of the Council (including the Mayor) constituted for the purpose of making recommendations concerning decisions to be made or courses of conduct for the Council shall be referred to in these Rules as a "Subcommittee".

2. Subject to the limitations set forth below, a Council Subcommittee may be formed in either of the following manners:

- A. The Mayor may establish, ~~modify, and terminate~~ one or more Council ~~SubC~~committees and charge them with their powers, duties, and responsibilities by filing a writing to that effect with the City Clerk and announcing the formation of the Subcommittee at the next regularly scheduled meeting of the Council; or

- 1. B. Any ~~two~~ other Members of the Council may propose the formation of a Subcommittee at a Work Study Session of the Council by identifying the purpose of the proposed Subcommittee and the proposed members of the Subcommittee and obtaining approval of the majority of the Council.

2.3. The Mayor shall appoint and remove the Councilmembers and/or chairperson(s) for each ~~Council Committee~~ Subcommittee established by the Mayor, with a limit of no more than two (2) Councilmembers per Committee. The Mayor may also sit on the Committee as a nonvoting ex-officio member. The Mayor, if present, will count in determining whether a quorum is present. A member of a Subcommittee formed by proposal from a Councilmember other than the Mayor may only be removed from the Subcommittee by an affirmative vote of a majority of the Council. Provided, however, if a two-person Subcommittee is formed by proposal from a Councilmember other than the Mayor, the Mayor may from time to time designate an additional Councilmember to serve as a third member of that Subcommittee. The Mayor may also appoint a replacement member of any such Subcommittee in the event of the resignation or inability to serve ~~as of~~ one of the Subcommittee members.

3.4. Only the Mayor and Councilmembers may officially serve on a

Council Committee Subcommittee. However, in conducting its business, a Subcommittee which may engage stakeholders, hear presentations from staff and other interested speakers and may include invite appropriate Tempe Board and Commission members, to serve as nonvoting members. Stakeholders and other interested persons shall be recorded in the Council records of the Subcommittee Committee work plan and may participate in presentations and discussions at the discretion of the chair(s) as noted in advance on the agenda.

4.5. Council Subcommittees ~~Committees shall~~ may include a call to the audience for members of the public and interested participants at each meeting as prescribed by Rule 11, Section 4.

5.6. Decisions will be made by consensus of the two participating Councilmembers, instead of formal voting.

6. The ~~Council Committee~~ Subcommittees ~~will~~ may develop a work plan to guide and focus their work around specific or proposed performance measures. ~~The work plan is subject to annual Council approval by way of consensus at a Committee of the Whole. The Council Committee Subcommittee shall also have~~ has the opportunity to return to the Committee of the Whole to request amendments to the work plan or report out on a specific work item. The City Council may also, by consensus, refer a proposal(s) to a Council Committee specified Subcommittee.

7. Each Subcommittee ~~The Council Committee~~ shall provide a written status update on their work plan every (9030) ~~ninety thirty~~ days or following each meeting if the Subcommittee meets less often than every thirty days. The updates shall to be included in the Committee of the Whole agenda materials.

8. The Council Committee Subcommittee will report back to the Committee of the Whole ~~and request consensus to move forward with a proposed policy, program, or innovation with its recommendations. Committee~~ The Subcommittee will make reasonable efforts to reach consensus before bringing a proposal to the Committee of the Whole. ~~Proposed policy, program or innovation shall be consistent with an approved work plan and abide by the requirements of the Tempe Involving the Public Manual. If formal approval is needed, the resolution or ordinance shall move to a future Regular Council Meeting.~~

9. ~~Upon staff implementation of Council policy direction from a Council Committee or a City Manager's Working Group, staff may return with periodic review reports to the Committee and the entire Council. Reports may be by way of memorandum, City Manager's Announcements, or presentation at an Issue Review Session.~~

10. The Council Committee Subcommittee chair or co-chairs, as assigned, shall determine the agenda for Committee Subcommittee meetings with the staff liaison and consistent with the Committee's work plan Subcommittee's purpose and function as appointed by the Mayor or City Council.

11. ~~Council Committees~~ Subcommittees may be established for a designated period of time or indefinitely. Each Subcommittee shall be reassessed every twelve (12) months after its formation. However, if

an established Subcommittee should fail to hold a meeting within any 180 day period, the Subcommittee shall be deemed to be terminated unless the Subcommittee's existence is extended by the Mayor. , beginning in July, 2022. Councilmembers shall continue to serve on their assigned Council Committee unless 2 or more Councilmembers seek reassignment from the Mayor.

12. Council CommitteesSubcommittees are subject to the Arizona Open Meeting Law and may meet at a designated time at least ~~monthly~~quarterly, unless otherwise approved by the Mayor.

13. A Councilmember may not propose any additional Subcommittees to the Council if two Subcommittees proposed by such Councilmember are already in existence. No Councilmember shall serve on more than three active Subcommittees at any time absent extenuating circumstances necessitating a Councilmember to serve temporarily on a fourth Subcommittee.

14. No Subcommittee shall be formed for a purpose when another existing Subcommittee has already been formed for that same or similar purpose. No Subcommittee shall include the same or substantially similar topic or issue on its agenda as that which is actively being considered by another Subcommittee. The Mayor shall have authority to determine if there is a conflict or overlapping issues between Subcommittees and, in the event such conflict or overlap has been determined, the Mayor may direct which Subcommittee should consider such matter after considering the purpose for which each Subcommittee was formed.

15. To the extent applicable by their plain meaning, these Rules and the Rules of Decorum for Council meetings shall apply to Subcommittee meetings unless otherwise determined by the Subcommittee chair(s).

~~12.16.~~ No member of the Council shall be appointed as a member of a Subcommittee without such Councilmember's consent.

RULE 8. QUORUM REQUIRED

A majority (fifty (50) percent plus one) of the City Council or Council Committee shall constitute a quorum. In order to comply with A.R.S. § 38-431.01(A), all meetings of a public body shall be public, and all persons desiring to attend shall be permitted to attend and listen to the deliberations and proceedings. A meeting is defined as *"the gathering, in person or through technological devices, of a quorum of the members of a public body at which they discuss, propose or take legal action, including any deliberations by a quorum with respect to that action."* A.R.S. § 38-431(4).

RULE 9. PRESIDING OFFICER

The Mayor, or in the absence of the Mayor, the Vice Mayor, shall take the chair at the hour appointed for the City Council to meet and shall immediately call the Councilmembers to order. The presiding officer shall serve as the City Council Parliamentarian. The City Clerk shall enter in the minutes of the meeting the names of the Councilmembers present.

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RULE 10. TEMPORARY CHAIR

In case of the absence of the Mayor and the Vice Mayor, the City Clerk shall call the City Council to order. If a quorum is present, the City Council shall proceed to elect, by a majority vote of those present, a Councilmember to preside over the meeting.

RULE 11. DECORUM AND ORDER

The presiding officer shall preserve decorum and decide all questions of order, subject to appeal to the City Council.

1. During City Council meetings, Councilmembers shall preserve order and decorum and shall not delay or interrupt the proceedings or refuse to obey the orders of the presiding officer or the Rules of the City Council. Every Councilmember desiring to speak shall address the Chair, upon recognition by the presiding officer shall confine all comments to the question under debate, and shall avoid all personalities and indecorous language. Once recognized, a Councilmember shall not be interrupted while speaking unless called to order by the presiding officer or unless a point of order is raised by another Councilmember. If a Councilmember is called to order while speaking, the Councilmember shall immediately cease speaking until the question of order is determined. If ruled to be in order, the Councilmember shall be permitted to proceed. If ruled to be not in order, the Councilmember shall remain silent or shall alter all remarks so as to comply with the rules of the City Council. If the presiding officer fails to act, any Councilmember may move to require the presiding officer to enforce the rules, and the affirmative vote of the majority of the City Council shall require the presiding officer to act.
2. The presiding officer shall have the authority to preserve decorum in meetings. Any remarks shall be addressed to the Chair and to any or all Councilmembers. Without permission from the presiding officer, no staff member, other than the staff member who has the floor, shall enter into any discussion, either directly or indirectly.
3. All persons attending City Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the City Council. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the City Council or while attending the City Council meeting, shall be removed from the room if so directed by the presiding officer. Unauthorized remarks from the audience, stomping of feet, whistles, yells, or similar demonstrations shall not be permitted by the presiding officer, who shall direct the removal of such offenders from the room. Should the presiding officer fail to act, any member of the City Council may move to require the presiding officer to enforce the rules, and the affirmative vote of the majority of the City Council shall require the presiding officer to act.
4. Any members of the public desiring to address the City Council during a public hearing item or a Call to the Audience shall be recognized by the Chair, shall state their name and city of residence in an audible tone for the record, and shall limit their remarks to the items on the agenda under discussion. Any remarks shall be addressed to the Chair and to any or all Councilmembers. There is a

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three-minute time limit per speaker. In the interest of the efficiency or fairness of the meeting, the Mayor may limit each speaker to less than three (3) minutes.

RULE 12. RIGHT OF APPEAL

Any Councilmember may appeal a ruling of the presiding officer to the City Council. If the appeal is seconded, the Councilmember making the appeal may briefly state the reason for the same, and the

presiding officer may briefly explain the ruling, but there shall be no debate on the appeal, and no other Councilmember shall participate in the discussion. The presiding officer shall then ask the question, "Shall the decision of the Chair be sustained?" If a majority of the Councilmembers present vote "Aye," the ruling of the Chair is sustained; otherwise, it is overruled.

RULE 13. LIMITATION OF DEBATE

Without permission of the presiding officer, no member of the City Council or Public shall be allowed to speak more than once upon any one subject until all Councilmembers have had an opportunity to speak, nor for a longer time than five minutes. Citizen groups shall be represented in presentation to the City Council by one of the group's members.

RULE 14. ROLL CALL VOTE

The roll shall be taken for ayes and nays upon any questions before the City Council. It shall be out of order for members to explain their vote during the roll call. There shall be no additional debate or speaking on the subject after the vote is taken.

RULE 15. MOTIONS TO BE STATED BY PRESIDING OFFICER – DEBATE AND WITHDRAWAL

When a motion is made and seconded, it shall be so stated by the presiding officer before debate commences. The Councilmember who made the motion shall be given the first right to speak. A Councilmember desiring to speak to the motion shall address the Chair, and upon recognition shall have the right to speak. A Councilmember desiring to ask a question of a colleague or city staff, shall address the question through the Chair. A motion may not be withdrawn by the mover without the consent of the Councilmember seconding it.

RULE 16. MOTIONS OUT OF ORDER

The presiding officer may not at any time permit a Councilmember to introduce an ordinance, resolution, or motion out of the regular order as set forth in the agenda.

RULE 17. MOTION TO ADJOURN, WHEN NOT IN ORDER, NOT DEBATABLE

A motion to adjourn shall be in order at any time, except as follows:

- a. when repeated without intervening business or discussion;
- b. when made as an interruption of a member while speaking;
- c. when the previous question has been ordered; and
- d. while a vote is being taken.

A motion to adjourn is debatable only as to the time to which the meeting is adjourned.

RULE 18. MOTION TO LAY ON TABLE

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A motion to lay on the table shall preclude all amendments or debate on the subject under consideration. If the motion shall prevail, the consideration of the subject may be resumed only upon motion of a Councilmember voting with the majority of the members present.

RULE 19. DIVISION OF QUESTION

If the question contains two or more separate propositions, the presiding officer may, or upon request of a Councilmember, shall, divide the same.

RULE 20. AMEND AN AMENDMENT

A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be introduced. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. If a motion to amend an amendment shall be in order, it must be voted prior to the original motion moving forward.

RULE 21. RECONSIDERATION

After the decision on any question, any Councilmember who voted with the prevailing side may move for reconsideration of any action at the same or at the next succeeding meeting, provided, however, a resolution authorizing or relating to any contract may be reconsidered at any time before the final execution thereof. A motion to reconsider shall require a 2/3 vote of all Councilmembers, whether present or not, not disqualified from voting by an actual conflict of interest or who abstain from voting due to a potential conflict of interest; but, in no event, by less than four affirmative votes.

RULE 22. RESCIND

After the time for reconsideration has expired, any Councilmember who voted with the prevailing side may move to rescind any action. A motion to rescind shall require a 3/4 vote of all Councilmembers, whether present or not, not disqualified from voting by an actual conflict of interest or who abstain from voting due to a potential conflict of interest; but, in no event, by less than four affirmative votes.

RULE 23. SUSPEND THE RULES

These Rules may be suspended with previous notice by a 2/3 vote of all Councilmembers, whether present or not. A motion to suspend these Rules without previous notice shall require unanimous consent, whether present or not.

RULE 24. AMEND THE RULES

These Rules may be amended with previous notice by a 2/3 vote of all Councilmembers, whether present or not. A motion to amend these Rules without previous notice shall require unanimous consent, whether present or not.

RULE 25. WHAT OTHER RULES SHALL GOVERN

The rules of parliamentary practice, comprised in Robert's Rules of Order, latest edition, shall govern the City Council in all cases to which they are applicable, provided that they are not in conflict with these Rules, state law or with the Charter

of the City of Tempe.

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2. Subject to the limitations set forth below, a Council Subcommittee may be formed in either of the following manners:
 - A. The Mayor may establish one or more Council Subcommittees and charge them with their powers, duties, and responsibilities by filing a writing to that effect with the City Clerk and announcing the formation of the Subcommittee at the next regularly scheduled meeting of the Council; or
 - B. Any two other Members of the Council may propose the formation of a Subcommittee at a Work Study Session of the Council by identifying the purpose of the proposed Subcommittee and the proposed members of the Subcommittee and obtaining approval of the majority of the Council.
3. The Mayor shall appoint and remove the Councilmembers and/or chairperson(s) for each Subcommittee established by the Mayor. A member of a Subcommittee formed by proposal from a Councilmember other than the Mayor may only be removed from the Subcommittee by an affirmative vote of a majority of the Council. Provided, however, if a two-person Subcommittee is formed by proposal from a Councilmember other than the Mayor, the Mayor may from time to time designate an additional Councilmember to serve as a third member of that Subcommittee. The Mayor may also appoint a replacement member of any such Subcommittee in the event of the resignation or inability to serve as one of the Subcommittee members.
4. Only the Mayor and Councilmembers may officially serve on a Subcommittee. However, in conducting its business, a Subcommittee may engage stakeholders, hear presentations from staff and other interested speakers and may invite appropriate Tempe Board and Commission members, to serve as nonvoting members. Stakeholders and other interested persons shall be recorded in the records of the Subcommittee and may participate in presentations and discussions at the discretion of the chair(s) as noted in advance on the agenda.
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6. Decisions will be made by consensus of the participating Councilmembers, instead of formal voting. The Subcommittees may develop a work plan to guide and focus their work around specific or proposed performance measures.
7. Each Subcommittee shall provide a written status update every (30) thirty days or following each meeting if the Subcommittee meets less often than every thirty days. The updates shall be included in the Committee of the Whole agenda materials.
8. The Subcommittee will report back to the Committee of the Whole with its recommendations. The Subcommittee will make reasonable efforts to reach consensus before bringing a proposal to the Committee of the Whole..
9. The Subcommittee chair or co-chairs, as assigned, shall determine the agenda for Subcommittee meetings with the staff liaison and consistent with the Subcommittee's purpose and function as appointed by the Mayor or City Council.
10. Subcommittees may be established for a designated period of time or indefinitely. Each Subcommittee shall be reassessed every twelve (12) months after its formation. However, if an established Subcommittee should fail to hold a meeting within any 180 day period, the Subcommittee shall be deemed to be terminated unless the Subcommittee's existence is extended by the Mayor.
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RULE 8. QUORUM REQUIRED

A majority (fifty (50) percent plus one) of the City Council or Council Committee shall constitute a quorum. In order to comply with A.R.S. § 38-431.01(A), all meetings of a public body shall be public, and all persons desiring to attend shall be permitted to attend and listen to the deliberations and proceedings. A meeting is defined as *"the gathering, in person or through technological devices, of a quorum of the members of a public body at which they discuss, propose or take legal action, including any deliberations by a quorum with respect to that action."* A.R.S. § 38-431(4).

RULE 9. PRESIDING OFFICER

The Mayor, or in the absence of the Mayor, the Vice Mayor, shall take the chair at the hour appointed for the City Council to meet and shall immediately call the Councilmembers to order. The presiding officer shall serve as the City Council Parliamentarian. The City Clerk shall enter in the minutes of the meeting the names of the Councilmembers present.

RULE 10. TEMPORARY CHAIR

In case of the absence of the Mayor and the Vice Mayor, the City Clerk shall call the City Council to order. If a quorum is present, the City Council shall proceed to elect, by a majority vote of those present, a Councilmember to preside over the meeting.

RULE 11. DECORUM AND ORDER

The presiding officer shall preserve decorum and decide all questions of order, subject to appeal to the City Council.

1. During City Council meetings, Councilmembers shall preserve order and decorum and shall not delay or interrupt the proceedings or refuse to obey the orders of the presiding officer or the Rules of the City Council. Every Councilmember desiring to speak shall address the Chair, upon recognition by the presiding officer shall confine all comments to the question under debate, and shall avoid all personalities and indecorous language. Once recognized, a Councilmember shall not be interrupted while speaking unless called to order by the presiding officer or unless a point of order is raised by another Councilmember. If a Councilmember is called to order while speaking, the Councilmember shall immediately cease speaking until the question of order is determined. If ruled to be in order, the Councilmember shall be permitted to proceed. If ruled to be not in order, the Councilmember shall remain silent or shall alter all remarks so as to comply with the rules of the City Council. If the presiding officer fails to act, any Councilmember may move to require the presiding officer to enforce the rules, and the affirmative vote of the majority of the City Council shall require the presiding officer to act.
2. The presiding officer shall have the authority to preserve decorum in meetings. Any remarks shall be addressed to the Chair and to any or all Councilmembers. Without permission from the presiding officer, no staff member, other than the staff member who has the floor, shall enter into any discussion, either directly or indirectly.
3. All persons attending City Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the City Council. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the City Council or while attending the City Council meeting, shall be removed from the room if so directed by the presiding officer. Unauthorized remarks from the audience, stomping of feet, whistles, yells, or similar demonstrations shall not be permitted by the presiding officer, who shall direct the removal of such offenders from the room. Should the presiding officer fail to act, any member of the City Council may move to require the presiding officer to enforce the rules, and the affirmative vote of the majority of the City Council shall require the presiding officer to act.
4. Any members of the public desiring to address the City Council during a public hearing item or a Call to the Audience shall be recognized by the Chair, shall state their name and city of residence in an audible tone for the record, and shall limit their remarks to the items on the agenda under discussion. Any remarks shall be addressed to the Chair and to any or all Councilmembers. There is a three-minute time

Revised

limit per speaker. In the interest of the efficiency or fairness of the meeting, the Mayor may limit each speaker to less than three (3) minutes.

RULE 12. RIGHT OF APPEAL

Any Councilmember may appeal a ruling of the presiding officer to the City Council. If the appeal is seconded, the Councilmember making the appeal may briefly state the reason for the same, and the

presiding officer may briefly explain the ruling, but there shall be no debate on the appeal, and no other Councilmember shall participate in the discussion. The presiding officer shall then ask the question, "Shall the decision of the Chair be sustained?" If a majority of the Councilmembers present vote "Aye," the ruling of the Chair is sustained; otherwise, it is overruled.

RULE 13. LIMITATION OF DEBATE

Without permission of the presiding officer, no member of the City Council or Public shall be allowed to speak more than once upon any one subject until all Councilmembers have had an opportunity to speak, nor for a longer time than five minutes. Citizen groups shall be represented in presentation to the City Council by one of the group's members.

RULE 14. ROLL CALL VOTE

The roll shall be taken for ayes and nays upon any questions before the City Council. It shall be out of order for members to explain their vote during the roll call. There shall be no additional debate or speaking on the subject after the vote is taken.

RULE 15. MOTIONS TO BE STATED BY PRESIDING OFFICER – DEBATE AND WITHDRAWAL

When a motion is made and seconded, it shall be so stated by the presiding officer before debate commences. The Councilmember who made the motion shall be given the first right to speak. A Councilmember desiring to speak to the motion shall address the Chair, and upon recognition shall have the right to speak. A Councilmember desiring to ask a question of a colleague or city staff, shall address the question through the Chair. A motion may not be withdrawn by the mover without the consent of the Councilmember seconding it.

RULE 16. MOTIONS OUT OF ORDER

The presiding officer may not at any time permit a Councilmember to introduce an ordinance, resolution, or motion out of the regular order as set forth in the agenda.

RULE 17. MOTION TO ADJOURN, WHEN NOT IN ORDER, NOT DEBATABLE

A motion to adjourn shall be in order at any time, except as follows:

- a. when repeated without intervening business or discussion;
- b. when made as an interruption of a member while speaking;
- c. when the previous question has been ordered; and
- d. while a vote is being taken.

A motion to adjourn is debatable only as to the time to which the meeting is adjourned.

RULE 18. MOTION TO LAY ON TABLE

Revised

A motion to lay on the table shall preclude all amendments or debate on the subject under consideration. If the motion shall prevail, the consideration of the subject may be resumed only upon motion of a Councilmember voting with the majority of the members present.

RULE 19. DIVISION OF QUESTION

If the question contains two or more separate propositions, the presiding officer may, or upon request of a Councilmember, shall, divide the same.

RULE 20. AMEND AN AMENDMENT

A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be introduced. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. If a motion to amend an amendment shall be in order, it must be voted prior to the original motion moving forward.

RULE 21. RECONSIDERATION

After the decision on any question, any Councilmember who voted with the prevailing side may move for reconsideration of any action at the same or at the next succeeding meeting, provided, however, a resolution authorizing or relating to any contract may be reconsidered at any time before the final execution thereof. A motion to reconsider shall require a 2/3 vote of all Councilmembers, whether present or not, not disqualified from voting by an actual conflict of interest or who abstain from voting due to a potential conflict of interest; but, in no event, by less than four affirmative votes.

RULE 22. RESCIND

After the time for reconsideration has expired, any Councilmember who voted with the prevailing side may move to rescind any action. A motion to rescind shall require a 3/4 vote of all Councilmembers, whether present or not, not disqualified from voting by an actual conflict of interest or who abstain from voting due to a potential conflict of interest; but, in no event, by less than four affirmative votes.

RULE 23. SUSPEND THE RULES

These Rules may be suspended with previous notice by a 2/3 vote of all Councilmembers, whether present or not. A motion to suspend these Rules without previous notice shall require unanimous consent, whether present or not.

RULE 24. AMEND THE RULES

These Rules may be amended with previous notice by a 2/3 vote of all Councilmembers, whether present or not. A motion to amend these Rules without previous notice shall require unanimous consent, whether present or not.

RULE 25. WHAT OTHER RULES SHALL GOVERN

The rules of parliamentary practice, comprised in Robert's Rules of Order, latest edition, shall govern the City Council in all cases to which they are applicable, provided that they are not in conflict with these Rules, state law or with the Charter

of the City of Tempe.



CITY OF TEMPE REQUEST FOR COUNCIL ACTION

**Meeting Date: 9/5/2024
Agenda Item: 7C4**

ACTION: Adopt a resolution suspending the operation of Ordinance No. O2024.18 regarding the payment of Prevailing Wages on City Construction contracts pending the outcome of litigation in the matter of *Associated Minority Contractors of Arizona, et al. v. City of Phoenix, et al.* and directing the City Attorney to file an Amicus Brief in support of Defendants City of Phoenix and City of Tucson. (Resolution No. R2024.112)

FISCAL IMPACT: None.

RECOMMENDATION: Adopt Resolution No. R2024.112.

BACKGROUND INFORMATION: On May 9, 2024, Council adopted Ordinance No. O2024.18 amending Chapter 26A of the Tempe City Code which instituted a prevailing wage requirement for certain defined City public works contracts. The Ordinance contains certain provisions similar to ordinances adopted by the cities of Phoenix and Tucson. The plaintiffs in the case of *Associated Minority Contractors of Arizona, et al v. City of Phoenix et al.*, Maricopa Superior Court Cause No. CV2024-001435 ("the lawsuit"), filed suit against Phoenix and Tucson and alleged that cities in Arizona are preempted from passing ordinances requiring the payment of prevailing wages.

On June 21, 2024, the trial court in the lawsuit found that the ordinances of Phoenix and Tucson violated state law. Phoenix and Tucson have each appealed the trial court's ruling with the Arizona Court of Appeals. City of Tempe, although not a party in the lawsuit, is in support of the appeals filed by Phoenix and Tucson.

It is the best interest of the City to suspend operation of Ordinance No. O2024.18 until a final disposition of the lawsuit is made through the Arizona court system.

ATTACHMENTS:

1. RESOLUTION - SUSPENDING PREVAILING WAGE ORDINANCE PENDING LITIGATION 09 05 24.DOCX

STAFF CONTACT(S): Eric Anderson, City Attorney, (408) 858-2187

Department Director: Eric Anderson, City Attorney
Legal review by: Clarence Matherson, Jr., Deputy City Attorney
Prepared by: Jenny Armstrong, Executive Assistant

RESOLUTION NO. R2024.112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, SUSPENDING THE OPERATION AND ENFORCEMENT OF ORDINANCE NO. O2024.18 REGARDING THE PAYMENT OF PREVAILING WAGES ON CITY CONSTRUCTION CONTRACTS PENDING THE OUTCOME OF LITIGATION IN THE MATTER OF *ASSOCIATED MINORITY CONTRACTORS OF ARIZONA, ET AL. V. CITY OF PHOENIX ET AL.* AND DIRECTING THE CITY ATTORNEY TO FILE AN AMICUS BRIEF IN SUPPORT OF DEFENDANTS CITY OF PHOENIX AND CITY OF TUCSON.

WHEREAS, on May 9, 2024, this Council adopted Ordinance No. O2024.18 amending Chapter 26A of the Tempe City Code which instituted a prevailing wage requirement for certain defined City public works contracts; and,

WHEREAS, Ordinance No. O2024.18 contains certain provisions similar to ordinances adopted by the cities of Phoenix and Tucson; and,

WHEREAS, the plaintiffs in the case of *Associated Minority Contractors of Arizona, et al v. City of Phoenix et al.*, Maricopa Superior Court Cause No. CV2024-001435 (“the lawsuit”), filed suit against Phoenix and Tucson and alleged that cities in Arizona are preempted from passing ordinances requiring the payment of prevailing wages; and,

WHEREAS, on June 21, 2024, the trial court in the lawsuit found that the ordinances of Phoenix and Tucson violated state law; and,

WHEREAS, Phoenix and Tucson have each appealed the trial court’s ruling with the Arizona Court of Appeals; and,

WHEREAS, the City of Tempe, although not a party in the lawsuit, is in support of the appeals filed by Phoenix and Tucson; and,

WHEREAS, the City Council believes that it is important to provide clarity to City employees and those entities contracting with the City who might otherwise be affected by Ordinance No. O2024.18 regarding whether the ordinance will be enforced at this time; and,

WHEREAS, it is the best interest of the City to suspend operation of Ordinance No. O2024.18 until a final disposition of the lawsuit is made through the Arizona court system;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA AS FOLLOWS:

1. That the operation of Ordinance No. O2024.18 is hereby suspended indefinitely, and the City Manager or designees are authorized to issue such agreements, solicitations, or other manner of public works contracting without a prevailing wage requirement;
2. That the City Attorney or designee is directed to monitor the lawsuit and periodically apprise this Council of the status and outcome of the lawsuit;
3. That the City Attorney or designee with the advice and consultation of the City Manager or designee is directed to take steps to seek permission for and file an Amicus Brief or such other legal documents that should demonstrate the City of Tempe's support for Phoenix and Tucson in the lawsuit; and
4. The City Manager, City Attorney or designees are further authorized to take such action and to execute such documents as may be necessary to carry out the purposes of this Resolution.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this 5th day of September, 2024.

Corey D. Woods, Mayor

ATTEST:

Kara A. DeArrastia, City Clerk

APPROVED AS TO FORM:

Eric C. Anderson, City Attorney



CITY OF TEMPE REQUEST FOR COUNCIL ACTION

Meeting Date: 9/5/2024
Agenda Item: 8A1

ACTION: Approve a one-year contract renewal with Vincere Cancer Center for a cancer screening program for Fire Medical Rescue personnel.

FISCAL IMPACT: The total cost of the contract will not exceed \$1,100,000. Sufficient funds have been appropriated in the General Fund, Cost Center 2310 (Fire Administration), and Governmental Grants Fund, Cost Center 46330 (AFG Screening), for anticipated expenditures during the current fiscal year and next fiscal year, contingent upon City Council approval of the City's annual budget.

RECOMMENDATION: Approve the contract renewal.

BACKGROUND INFORMATION: (T23-039-01) City Council originally approved the contract award on October 20, 2022, for an initial one-year period with four, one-year renewal options. This renewal request is for the second of three renewal options.

This contract establishes a cancer screening program for all City firefighters and fire inspectors. Under the program, individuals receive an initial consultation, a dermatology consultation and full body skin examination, a low-dose lung CT and whole-body MRI for all firefighters ages 34-40, Galleri test for all personnel, upper endoscopies for approximately 20% of the firefighters, colonoscopies for all members ages 34-49, toxin screening, follow-up care and review of test results with board certified oncologists. In addition, all females will be offered a QT ultrasound for breast cancer screening and all males 35 and older will be offered prostate cancer screening.

The performance of the contractor was rated by City staff as follows:

Evaluation Criteria	Vincere Cancer Center	
	Meets Contract Requirements	Does Not Meet Requirements
Personnel are responsive, cooperative and available	X	
Quality of products and/or services delivered	X	
Timeliness of performance	X	
Follow-up skills in resolving complaints or problems	X	
Promptness and accuracy of invoices	X	

Renewal Cost

There is no price increase associated with this renewal.

ATTACHMENTS: N/A

STAFF CONTACT(S): Darrell Duty, Interim Fire Medical Rescue Chief, (480) 858-7219

Department Director: Laura Calder, Financial Services Director
Legal review by: Dave Park, Senior Assistant City Attorney
Prepared by: Lisa Goodman, Senior Procurement Officer



CITY OF TEMPE REQUEST FOR COUNCIL ACTION

Meeting Date: 9/5/2024
Agenda Item: 8B1

ACTION: PUBLIC HEARING ITEM Introduce and hold the first public hearing to adopt an ordinance requesting a Zoning Map Amendment from AG to PCC-1, with a Planned Area Development Overlay and Development Plan Review for a new single-story commercial development with four buildings on 3.75 acres for NWC RURAL AND WARNER, located at 862 East Warner Road. The applicant is Gammage and Burnham. The second and final public hearing is scheduled for September 19, 2024. (Ordinance No. O2024.44)

FISCAL IMPACT: While this ordinance change does not directly impact revenue, the planned development will result in collection of the standard development fees, calculated according to the approved fee structure at the time of permit issuance.

RECOMMENDATION: Adopt Ordinance No. O2024.44.
Approve Development Plan Review, subject to conditions
Development Review Commission – Approve (7-0 vote), subject to conditions

BACKGROUND INFORMATION: NWC RURAL AND WARNER (PL240155) is located at the northwest corner of Rural and Warner roads in the Corona South Tempe Character Area and the Talley Ho Farms Subdivision. The property has been vacant since annexation into the city and has had limited development opportunities for single family houses being located on two major arterials separated from the remaining neighborhood. The requested change to PCC-1 zoning would allow four single-story commercial buildings with a mix of tenants to compliment the commercial uses on the east side of Rural Road. The request includes the following:

ZON240006 Zoning Map Amendment from AG, Agricultural to PCC-1, Planned Commercial Center Neighborhood

PAD240010 Planned Area Development Overlay to establish setback and parking standards

DPR240057 Development Plan Review including site plan, building elevations, and landscape plan

ATTACHMENTS:

1. ORDINANCE_NWC RURAL AND WARNER_090524.DOC
2. ORDINANCE_NWC RURAL AND WARNER LEGAL & EXHIBIT.PDF
3. STAFF REPORT NWC RURAL AND WARNER 090524.DOCX
4. STAFF REPORT EXHIBITS_NWC RURAL AND WARNER_090524.PDF

STAFF CONTACT(S): Ryan Levesque, Deputy Community Development Director - Planning, 480-858-2393

Department Director: Jeff Tamulevich, Community Development Director
Legal review by: Teresa Voss, Assistant City Attorney
Prepared by: Diana Kaminski, Principal Planner

ORDINANCE NO. O2024.44

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AMENDING THE CITY OF TEMPE ZONING MAP, PURSUANT TO THE PROVISIONS OF ZONING AND DEVELOPMENT CODE PART 2, CHAPTER 1, SECTION 2-106 AND 2-107, RELATING TO THE LOCATION AND BOUNDARIES OF DISTRICTS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

Section 1. That the City of Tempe Zoning Map is hereby amended, pursuant to the provisions of Zoning and Development Code, Part 2, Chapter 1, Sections 2-106 and 2-107, by removing the below described property from the AG Agricultural District and designating it as PCC-1 Planned Commercial Center Neighborhood and adding a Planned Area Development Overlay (PAD) on 3.75 acres.

LEGAL DESCRIPTION

See Attachment A, Legal Description

TOTAL AREA IS 3.75 GROSS ACRES.

Section 2. Further, those conditions of approval imposed by the City Council as part of **Case # PL240115** are hereby expressly incorporated into and adopted as part of this ordinance as follows:

1. A building permit application shall be made within two years of the date of City Council approval or the zoning of the property may revert to that in place at the time of application. Any reversion is subject to a public hearing process as a zoning map amendment.
2. The property owner(s) shall sign a waiver of rights and remedies form. By signing the form, the Owner(s) voluntarily waive(s) any right to claim compensation for diminution of Property value under A.R.S. §12-1134 that may now or in the future exist, as a result of the City's approval of this Application, including any conditions, stipulations and/or modifications imposed as a condition of approval. The signed form shall be submitted to the Community Development Department no later than 30 days from the date of City Council approval, or the Zoning Map Amendment and PAD approval shall be null and void.
3. The Planned Area Development Overlay for NWC RURAL AND WARNER shall be put into proper engineered format with appropriate signature blanks and kept on file with the City of Tempe's Community Development Department within sixty (60) days of the date of City Council approval and prior to issuance of building permits.

4. The Parking Analysis dated July 26, 2024 is approved with a proposed reduction in parking from 264 spaces required to 235 spaces provided. In the event that parking demand exceeds the standards indicated within this Planned Area Development, from any complaints that are verified by a consensus of the complaining party and the Community Development Department the property shall provide a management plan to mitigate overflow parking in the adjacent neighborhood. Management strategies may include off-site parking agreement with church on the southeast corner of Rural and Warner Roads for employee parking or valet parking to increase customer parking on site, or other alternative solutions to increase parking if complaints arise from the commercial uses proposed on this site.

Section 3. Pursuant to A.R.S. § 9-462.01(J), the City Council has considered a housing impact statement regarding the impact of the zoning ordinance amendment.

Section 4. Pursuant to City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this [REDACTED] day of [REDACTED], 2024.

Corey D. Woods, Mayor

ATTEST:

Kara A. DeArrastia, City Clerk

APPROVED AS TO FORM:

Eric C. Anderson, City Attorney

EXHIBIT "A"
DESCRIPTION FOR PAD

LOTS 1 AND 2, OF TALLY-HO FARMS UNIT NO. TWO, ACCORDING TO THE PLAT AS SHOWN IN BOOK 108 OF MAPS, PAGE 39, MARICOPA COUNTY RECORDER'S OFFICE, ARIZONA, SITUATE IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 15, BEING A BRASS CAP IN HAND HOLE, BEARS NORTH 00°14'26" WEST (**BASIS OF BEARING**), A DISTANCE OF 2,647.32 FEET;

THENCE ALONG SAID LINE, NORTH 00°14'26" WEST, A DISTANCE OF 478.04 FEET;

THENCE DEPARTING SAID LINE, NORTH 89°45'34" WEST, A DISTANCE OF 54.91 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF RURAL ROAD, AS SHOWN IN BOOK 108 OF MAPS, PAGE 39, ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 0°13'58" EAST, A DISTANCE OF 403.06 FEET, TO A POINT OF CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 19.97 FEET;

THENCE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 90°03'50", AN ARC LENGTH OF 31.39 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF EAST WARNER ROAD, AS SHOWN IN BOOK 108 OF MAPS, PAGE 39;

THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 89°49'53" WEST, A DISTANCE OF 365.91 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY, ALONG THE WEST LINE OF LOT 2, NORTH 00°16'43" WEST, A DISTANCE OF 423.06 FEET, TO THE NORTHWEST CORNER OF LOT 2;

THENCE ALONG THE NORTH LINE OF LOT 2, NORTH 89°49'54" EAST, A DISTANCE OF 386.24 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL OF LAND CONTAINS 163,241 SQUARE FEET OR 3.748 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY OR EASEMENTS.



Title: DESCRIPTION

Project #: 2400105

Date: 07/30/2024

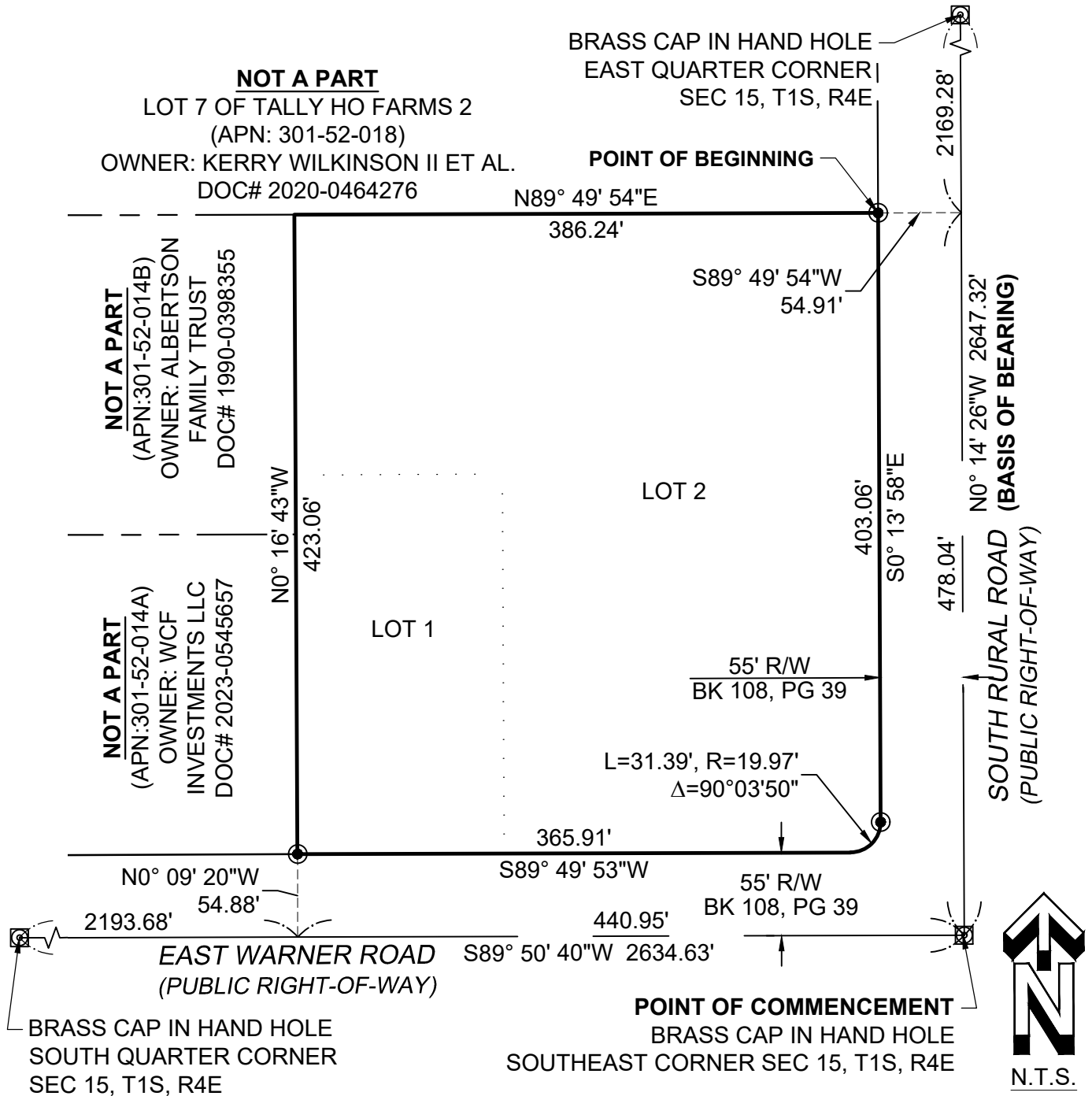
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Page: 1 OF 2



EXHIBIT FOR PAD

EXHIBIT FOR PAD



Title: EXHIBIT

Project #: 2400105

Date: 07/30/2024

Scale: N.T.S.

Page: 2 OF 2

STAFF REPORT

NWC RURAL AND WARNER



Property Owners	Andrew Call, Thompson Thrift (301-52-012 A & B) and Sara Jimenez, Sara Torres and Raymundo Torres (301-52-013)
Applicant	Manjula Vaz, Gammage & Burnham
Zoning District (current/proposed)	AG / PCC-1 PAD Overlay
Gross / Net site area	3.75 acres
Total Building Area	27,547 s.f.
Lot Coverage	17% (50% maximum allowed)
Building Height	26' (35' maximum allowed)
Building Setbacks	10' south front on Warner, 30' west side, 5' east street side on Rural, 81' north rear (0', 30', 0', 0' minimum in PCC-1)
Landscape area	21% (15% minimum required in PCC-1)
Vehicle Parking	235 spaces (265 min. required, 331 max allowed)
Bicycle Parking	38 spaces (19 min. required)

COMMENTS:

This site is located on the northwest corner of Rural Road and Warner Road and consists of Lots 1 and 2 in the Talley Ho Unit Two Subdivision. This site is also located in the Corona South Tempe Character Area. The property consists of three parcels (one was split without a plat process). The vacant site is zoned AG, Agricultural, with existing single-family residences located to the north and west of the property. AG zoning and single-family uses are located to the south and southeast of the site, across Warner Road and Rural Road. A church is located on the southeast corner of the intersection and a commercial center zoned PCC-1 is located on the northeast corner of the intersection, which includes a restaurant along with retail and service uses, including a fitness center. At the immediate northeast corner of Rural and Warner roads is a restaurant, which was an adaptive reuse of a former vehicle fuel station.

The Development Review Commission unanimously recommended approval of the following:

- ZON240006 Zoning Map Amendment from AG, Agricultural to PCC-1, Planned Commercial Center Neighborhood
- PAD240010 Planned Area Development Overlay for setback and parking reductions.
- DPR240057 Development Plan Review including site plan, building elevations, and landscape plan

For further processing, the applicant will need approval for a Final Subdivision Plat to create two new lots through a reconfiguration of the existing lot lines and to dedicate right of way.

SITE PLAN REVIEW

December 4, 2019: A conceptual site plan was submitted for review that included five buildings on five lots, one in each corner of the site, and one in the center of the Warner Road street front. Comments

were provided regarding General Plan, Zoning, Character Area Plan, formatting and dimensions, requirements for an 8-foot CMU wall adjacent to residences, requirements for parking size and quantity, requirements for Solid Waste and driveway details. Information was provided on the criteria for design and the checklist for contents of plans. This site plan review expired.

August 24, 2022: A conceptual site plan was submitted for review that moved buildings to the south and east sides of the property away from residents. The patio on Building B1 was on the north side, adjacent to the residential yard to the west. Staff recommended moving the patio to the south side for better street visibility and away from the residences. Standard code requirements for an 8-foot CMU wall and landscape buffer adjacent to residential uses were provided, along with many of the prior comments. Requirements for dedication of right of way on both arterial streets was noted by Transportation Engineering. This site plan review expired.

January 17, 2024: The first review of the site plan included comments about the required landscape buffer on the north and west sides of the site. Staff recommended reorientation of Building B1 to have the patio on east side of the building as a separation from residents to the west, and to provide shade to the patio. Driveways and Solid Waste enclosures needed modification to meet standard details. Street front trees needed to be separated from utilities. Parking did not meet code requirements and bike parking was in required landscape islands. At the time of this review, General Plan 2040 had the site as a residential land use. Comments related to the General Plan 2040 were provided along with reference to the Character Area Plan. Comments regarding lighting to prevent spill-over to residential areas were also provided.

March 13, 2024: The second review of the project included comments about existing and proposed easements, location of the solid waste enclosures for circulation, driveway configurations, setback clarifications, and formatting notes. The elevations were missing for Building B1 and all colors were shades of gray. Staff requested adding more variation in the color palette. The planting plan was densely planted but trees were too close together for normal canopy growth. Understory plants were not called out on the plans to provide comments on full landscape concept. The General Plan was approved during this review process, removing the requirement for a General Plan amendment with the request.

May 8, 2024: The third review of the project included final formatting details of PAD and DPR submittal sheets with checklists of requirements. Noted requirement for a subdivision plat to modify lot lines and questions about setbacks related to the lot lines. There were fire hydrant and transformer conflicts with required landscape islands. Requirements for site visibility triangles were noted. Staff requested relocation of bike parking closer to the business entrances for security and ease of access and shade. Staff recommended reducing drive aisle widths to provide more landscape area and less pavement. Staff recommended trees with denser canopies and more biodiversity along the perimeter as a buffer to the adjacent residents. Staff recommended separating the entry sidewalk from Warner Road along the drive with landscape strips to soften the edge and reduce paving and make the entryway more appealing. Regarding elevations, comments were made for the need for more material variation on all four sides, the architecture focused internal to the site and provided more stucco to the public facing back of house. Building B1 had a sign location on the west elevation facing residences, staff advised this location would not be appropriate for a sign. More color variation was added to the building palette.

June 26, 2024 The final submittal documents were reviewed and addressed most of the prior comments, including changes to landscape and elevations and street front aesthetics. A few setback dimensions were missing, and staff requested updates to the site plan to address these. The plat was reviewed and comments returned to the applicant for further revisions.

PUBLIC INPUT

- Neighborhood meeting was required.
- Neighborhood meeting held: Thursday May 30, 2024 from 6:00 p.m. to 7:00 p.m. at Arizona Community Church located at 9325 S Rural Rd, Tempe.
- See attached summary of meeting provided by the applicant.
- Community Development staff attended the meeting. There were approximately 55 attendees from the public. There was a mix of favorable comments and concerns. The architecture and landscape were generally liked, with concerns expressed about making sure the public street views were aesthetically enhanced to match the building front facing the parking lot. The primary concerns were regarding the proposed parking reduction and potential traffic generation from the new development. The applicant had all members of the team present to answer individual questions in a Q&A session so that those present could hear all comments and responses.
- The applicant has had extensive meetings with residents and property owners in the area to address their concerns.
- Upon completion of this report staff received seven emails in opposition and six emails in support of the request, which are included in the attachments.

DEVELOPMENT REVIEW COMMISSION

The request was heard by the Development Review Commission on August 13, 2024. Six people spoke at the hearing, with two in favor and four in opposition, and one who liked the project but requested right in and right out only traffic movements on Warner Road. The primary opposition was regarding the parking and traffic concerns. The parking reduction concern is based on existing conditions identified by residents stemming from the adaptive reuse restaurant use on the north east corner of Rural and Warner Roads, which allegedly has parking spill over into neighboring streets. That development received a parking reduction of approximately 30 spaces through the adaptive reuse program. The traffic concerns are regarding access to and from the site during peak traffic periods on the arterials, with primary concern being Warner Road. The applicant had their traffic engineer explain the parking reduction and alternative parking management strategies to mitigate neighborhood concerns, and a discussion regarding on-street permit parking was held with staff from the Traffic Engineering Division. The applicant's traffic engineer also explained the turning movements, stacking distances and existing and projected conditions along the streets comparing this site to other commercial sites in the area that function in a similar manner to this arterial corner. Traffic engineering staff also addressed comments based on prior analysis of the area within the last year. Commissioners were in support of the proposed Planned Area Development and felt that the condition regarding parking mitigation would address any unforeseen challenges when future tenants occupied the site. Commissioners were in support of the proposed design for the project, with recommendations to work with staff on the addition of metal canopies and windows along the arterial street front and street side to reduce the back of house aesthetic and promote a storefront appearance to the public side of the buildings. The Commission voted unanimously to recommend approval of the request.

PROJECT ANALYSIS

GENERAL PLAN

The projected land use for this site was changed from residential to commercial with the adoption of General Plan 2050. The applicant has provided an analysis in the letter of explanation for how this request complies with the General Plan. The request to rezone the property brings the site into conformance with the new land use designation and implements goals and objectives related to infill development and economic development. The addition of commercial uses near residential areas promotes a 20-minute city with livability and options to bike and walk to nearby businesses for

employment or enjoyment as customers.

CHARACTER AREA PLAN

The site is located in the Corona South Tempe Character Area. The proposed development expands opportunities for outdoor dining at restaurants and cafés and will use dining opportunities to draw walkers and cyclists from the surrounding neighborhood with twice the required bike parking. Patios are tucked between buildings and visible to the street for surveillance of the surrounding area and shaded and enhanced with landscape and separate from driving and parking areas. The street frontages of the arterial corner will be enhanced with shade trees and landscape.

ZONING

The request to change the zoning from AG, Agricultural, to Planned Commercial Center Neighborhood, PCC-1 conforms with the zoning on the northeast corner of the intersection, providing a commercial core supportive of the local hub identified in the General Plan. The PCC-1 zoning allows retailing, services and entertainment uses oriented to serve the needs of the neighborhood and are smaller in scale than other zoning classifications. The proposed development is conforming to all of the development standards of the PCC-1 district with the exception of the east street side setback and the parking requirements. A Planned Area Development is required to modify the setback and parking requirements.

Section 6-304 C.2. Approval criteria for Zoning amendment (*in italics*):

- 1. *The proposed zoning amendment is in the public interest.* The applicant has provided a letter of explanation outlining the benefits of the proposed project.
- 2. *The proposed zoning amendment conforms with and facilitates implementation of the General Plan.* The applicant has provided analysis of the project in the context of implementation of the General Plan. Based on the analysis of the submitted documents the proposed project meets the criteria for a Zoning map amendment.

PLANNED AREA DEVELOPMENT

The requested Planned Area Development increases the setbacks along the street front from the development standards within the PCC-1 zoning district. The request for a Planned Area Development is to allow a reduction in the parking requirements for the proposed uses. Parking was the largest challenge for the site layout due to the size and location of the lot, which is 345 feet wide by 423 feet deep. Although the site is 5.63 gross acres in size, 1.96 acres is being dedicated as right of way to meet current Traffic Engineering standards for arterial streets. This reduced the lot area available for development. The driveway locations were dictated by required distances from the arterial corner, which determined on site circulation for solid waste and fire services. The site requires a 30-foot buffer to the north and west adjacent to the residences, and existing easements determined where building and tree placement would be allowed. The required minimum six-foot landscape buffer had to be outside of the rear yard where an easement is located. The project is providing a 20 to 29-foot landscape buffer adjacent to the residential uses to the north and west. The parking lot configuration considers all of the above site conditions to provide safe and efficient circulation for vehicles, pedestrians and bicyclists and meets the code requirements for landscape and lighting. Because the site is proposed to be platted into two lots, the interior lot line between Buildings B1 and B2 is not included in the setback requirements.

NWC WARNER AND RURAL – PAD Overlay				
Standard	AG	PCC-1	PROPOSED PCC-1 (PAD)	Change
Residential Density (du/ac)	1	15	15	None
Building Height (feet) [Exceptions, see Section 4-205(A)]				
Building Height Maximum	30 ft	35 ft	35 ft	None

Building Height Step-Back Required Adjacent to SF or MF District [Section 4-404, Building Height Step-Back]	No	Yes	Yes	
Maximum Lot Coverage (% of net site area)	25%	100%	100%	None
Minimum Landscape Area (% of net site area)	NA	10%	10%	None
Setbacks (feet) (a) [Exceptions, see Section 4-205(B)]				
Front south Parking	40 ft	0 ft 20 ft	10 ft 20 ft	Increase None
Side west	20 ft	30 ft	30 ft (excluding interior lot line)	None
Rear north	35 ft	30 ft	30 ft	None
Street Side east Parking	25 ft	0 ft 20 ft	5 ft 20 ft	Increase None
Vehicle Parking		264	235	Decrease
Bicycle Parking		19	38	Increase

Below is a breakout of the proposed uses and proposed ratio reductions to meet parking demand. The ratios for each use have been adjusted based on the parking analysis provided. The requested reduction is 10% of the code-required parking for the site. A parking study was provided including time of day and shared uses, availability of transit, carpool and ride share uses, and provision of twice the required bike parking spaces to encourage alternative modes of transportation for employees and customers. The applicant will implement valet parking if necessary, during peak restaurant time.

Use	Square Footage	Ratio	Parking Required per ZDC	Proposed Ratio	Proposed Parking per PAD
Retail	11,470	1/300	38	1/355	32
Restaurant	15,900	1/75	214	1/83	192
Outdoor Patio	1,800 – 300=1,500	1/150	12	1/164	11
TOTAL	27,370		264		235

Section 6-305 D. Approval criteria for P.A.D. (*in italics*):

1. *The development fulfills certain goals and objectives in the General Plan and the principles and guidelines of other area policy plans. Performance considerations are established to fulfill those objectives.*
2. *Standards requested through the PAD Overlay district shall take into consideration the location and context for the site for which the project is proposed.*
3. *The development appropriately mitigates transitional impacts on the immediate surroundings.*

DEVELOPMENT PLAN REVIEW

Site Plan

The gross site area is 5.63 acres, with 3.67 net acres after right of way dedications. Lot 1 was previously split into two parcels. The proposed development would require a plat to create a new lot for Building B1, and a newly configured lot for the other buildings. Parking, trash, retention and site circulation will be shared between the two new lots. The street front of the development is to the south, facing Warner Road, where two buildings flank the main drive into the site. The western Building B1 has a 30-foot west side yard setback and is 10 feet from the street front. The larger primary Building B2 is set back 17 feet from the street front and approximately 60 feet from Rural Road street side at the intersection corner to provide a large, landscaped area around the shared patio space. Buildings B3 and B4 are both similar in size and are set back between five and 12 feet from the property line on Rural Road. Two smaller patios share space between these two buildings. The drive at the northeast end of the site is generally aligned with the drive across Rural Road but required an off-set to meet on-site circulation requirements outside of the easement. Solid waste storage is located in the central parking area away from the residences to the west and lighting was designed with shorter fixtures at the perimeter of the site to help focus the lighting on the parking field and allow greater screening of lights with landscape. The lights will be shielded on the back sides to provide full cut-off of light on the residential sides of the site. The drive aisle closest to the buildings is wider, to facilitate deliveries and reduce conflicts with vehicle circulation. Bike racks are located near the building and patio entrances for greatest convenience and increased shade and surveillance of the bike parking areas.

Building Elevations

The building design combines mid-century modern and contemporary building style in small energy efficient buildings scaled similarly to homes in the area. The maximum proposed height is 26 feet with variation in the roofline to as low as 22 feet and canopies that extend up approximately 12 feet from the ground. Canopies vary in depth from three to 18 feet, with the western elevation of buildings being approximately 13 feet deep with solid canopy over entryways and slotted canopy over the remainder

of the walkway providing sheltered entrances and a mottled shade that kinetically changes to add visual interest to the surrounding environment throughout the day. The depth of the buildings varies from 54 to 76 feet deep and the length of the buildings vary from 60 to 105 feet long. The back of house areas are screened from street view by decorative masonry walls broken up with breeze block and patinaed metal pipe fencing to allow airflow and limited surveillance of the area behind landscaped street front. The primary building material is painted exterior insulated finished stucco (efis) with reveals to break up the massing. Secondary materials include painted fiber cement board mounted in a horizontal band with reveals, 4x4x16 stacked brick veneer and 8x8x16 stacked bond CMU block. The masonry colors are used to create architectural decorative banding in the walls and further breaks up the massing of the buildings. The colors are warm neutral tones that are in character with a desert palette and compliment the surrounding residential and commercial structures in the area.

Landscape Plan

The site design includes 113 trees added to the site. Along Warner and Rural Roads, the street trees include a combination of Southern Live Oak and Red Push Pistache. The Pistache will provide fall color, winter sun, and spring and summer full shade along the sidewalks. The tree placement was coordinated with sign band locations to avoid sight conflicts. At the corner, a cluster of larger specimen Ironwood trees provide filtered sunlight and spring color for the outdoor patio area between the buildings. Internal to the parking lot, Evergreen Elm trees shade the parking spaces and Mulga provide a narrower canopy adjacent to the solid waste enclosures to avoid conflicts with collection service. Landscape islands along the north and west sides use Swan Hill to compliment the grey tones of the Mulga while providing greater biodiversity. The west and north perimeter landscape buffers include a combination of Willow Acacia, Southern Live Oak and Sissoo, providing year-round non-deciduous screening of the commercial uses, with a variety of species that grow at different rates and sizes to ensure full coverage at maturity. Hopseed Bush is added behind a row of sage along the western edge, providing a dense hedge of bright green and sage green vegetation. The variation in colors will add visual interest in green tones and leaf textures. Understory plants include a variety of accents including Aloe Vera, Tall Slipper Plant, Blue Elf Aloe, Candelilla, Hesperaloe and Muhlenbergia Nashville grass. Vines include Tangerine Beauty trumpet vine, Creeping Fig, Hacienda Creeper, providing seasonal color. Shrubs include Torch Glow Bougainvillea, Little John Bottle Brush, Blue Bells Eremophila, two sages, dwarf Myrtle and Olive, Baja Ruellia, Coral Bush and Tecoma Orange Jubilee for a large variety of color throughout the site and along the street front. Ground covers include Gold Lantana, Germander and Rosemary. Plants are massed in semi-formal groupings and rows to create greater impact from each plant type, creating an architectural form to the landscape. The separated sidewalk along Warner Road provides opportunity for low growing plants in the landscape strip adjacent to the street, separating pedestrians from traffic and enhancing the streetscape. The main entry drive continues this concept with plants lining the sidewalk to separate pedestrians from the drive entrance. The overall effect of the landscape will be a densely planted lush palette of low-water use plants of high shade and color value.

Section 6-306 D Approval criteria for Development Plan Review (*in italics*):

1. *Placement, form, and articulation of buildings and structures provide variety in the streetscape*; the buildings are broken up into four smaller structures to allow variation in the street front and building height and more views into the site between structures. The articulation is created by use of building materials and screen walls on all four sides of the buildings, which are viewed from two major arterials. The corner patio provides a unique vantage point for patrons and creates a permeability to the site that invites pedestrians and bicyclists into the site.

2. *Building design and orientation, together with landscape, combine to mitigate heat gain/retention while providing shade for energy conservation and human comfort;* the single-story buildings have shade trees on the south and east sides and shade canopies on the north and west sides of the buildings to shade the walkways and structures and reduce overall heat gain on site. The parking lot has large shade trees to reduce sun exposure over the asphalt.
3. *Materials are of a superior quality, providing detail appropriate with their location and function while complementing the surroundings;* the surrounding area has a variety of materials from both residential and commercial uses and the combination of materials proposed are of similar quality and character to compliment the area architecture.
4. *Buildings, structures, and landscape elements are appropriately scaled, relative to the site and surroundings;* although the allowed building height in single-family and commercial districts is up to 30 feet tall, the single-story buildings are 22 feet with portions as tall as 25 feet for variation in the roofline. The low height of the structures will be matched by the selected tree species which have an average mature height of thirty feet.
5. *Large building masses are sufficiently articulated so as to relieve monotony and create a sense of movement, resulting in a well-defined base and top, featuring an enhanced pedestrian experience at and near street level;* the buildings are relatively small in scale and are broken up by use of different materials such as masonry veneer, efis and metal panels and a combination of neutral colors. Movement is created through the banding patterns highlighting horizontal forms which ground the buildings at a pedestrian scale. The buildings are activated towards the parking field for customer service and the back of house is screened from view along the street front and street side of the site.
6. *Building facades provide architectural detail and interest overall with visibility at street level (in particular, special treatment of windows, entries and walkways with particular attention to proportionality, scale, materials, rhythm, etc.) while responding to varying climatic and contextual conditions;* based on the design presented, this criterion is met with use of canopies, windows, changes in texture and color, and use of shade and shadows to accentuate the building and provide visual interest.
7. *Plans take into account pleasant and convenient access to multi-modal transportation options and support the potential for transit patronage;* the site has double the required bicycle parking spaces, access to bus transit on Rural Road, and enhanced landscape for a comfortable pedestrian experience along the street front.
8. *Vehicular circulation is designed to minimize conflicts with pedestrian access and circulation, and with surrounding residential uses;* vehicle circulation was designed to meet on-street driveway and intersection distance requirements into the site, provides for deliveries, fire and solid waste service, breaks up the parking rows with landscape islands. The site is not connected to residential areas but does provide for sidewalk access to the site from surrounding neighborhoods.
9. *Plans appropriately integrate Crime Prevention Through Environmental Design principles such as territoriality, natural surveillance, access control, activity support, and maintenance;* the project was reviewed by Police and Crime Prevention staff and recommendations were incorporated into the design.
10. *Landscape accents and provides delineation from parking, buildings, driveways and pathways;* the landscape provides a clearly defined parking area and street front landscape with separation from sidewalks and street and drives and meets this criterion.

11. *Signs have design, scale, proportion, location and color compatible with the design, colors, orientation and materials of the building or site on which they are located; signs will be handled by separate permit but were planned for in the architectural elevations to integrate stylistic signage complimentary to the building and*
12. *Lighting is compatible with the proposed building(s) and adjoining buildings and uses and does not create negative effect; lighting has been designed to meet code while minimizing glare or light trespass to adjacent residential uses.*

REASONS FOR APPROVAL:

1. The project meets the General Plan Projected Land Use for this site.
2. The project will meet the development standards required under the Zoning and Development Code.
3. The PAD overlay process was specifically created to allow for greater flexibility, to allow for increased setback and reduced parking requirements.
4. The proposed project meets the approval criteria for a Zoning Map Amendment, Planned Area Development, and Development Plan Review.

Based on the information provided and the above analysis, staff recommends approval of the requested Zoning Map Amendment, Planned Area Development, and Development Plan Review. This request meets the required criteria and will conform to the conditions.

ZONING AMENDMENT AND PLANNED AREA DEVELOPMENT CONDITIONS OF APPROVAL:

EACH NUMBERED ITEM IS A CONDITION OF APPROVAL. THE DECISION-MAKING BODY MAY MODIFY, DELETE OR ADD TO THESE CONDITIONS.

1. A building permit application shall be made within two years of the date of City Council approval or the zoning of the property may revert to that in place at the time of application. Any reversion is subject to a public hearing process as a zoning map amendment.
2. The property owner(s) shall sign a waiver of rights and remedies form. By signing the form, the Owner(s) voluntarily waive(s) any right to claim compensation for diminution of Property value under A.R.S. §12-1134 that may now or in the future exist, as a result of the City's approval of this Application, including any conditions, stipulations and/or modifications imposed as a condition of approval. The signed form shall be submitted to the Community Development Department no later than 30 days from the date of City Council approval, or the *Zoning Map Amendment and PAD* approval shall be null and void.
3. The Planned Area Development Overlay for NWC RURAL AND WARNER shall be put into proper engineered format with appropriate signature blanks and kept on file with the City of Tempe's Community Development Department within sixty (60) days of the date of City Council approval and prior to issuance of building permits.
4. **The Parking Analysis dated July 26, 2024 is approved with a proposed reduction in parking from 264 spaces required to 235 spaces provided. In the event that parking demand exceeds the standards indicated within this Planned Area Development, from any complaints that are verified by a consensus of the complaining party and the Community Development Department the property shall provide a management plan to mitigate overflow parking in the adjacent neighborhood. Management strategies may include off-site**

parking agreement with church on the southeast corner of Rural and Warner Roads for employee parking or valet parking to increase customer parking on site, or other alternative solutions to increase parking if complaints arise from the commercial uses proposed on this site.

DEVELOPMENT PLAN REVIEW CONDITIONS OF APPROVAL: (Non-standard conditions are identified in bold)

EACH NUMBERED ITEM IS A CONDITION OF APPROVAL. THE DECISION-MAKING BODY MAY MODIFY, DELETE OR ADD TO THESE CONDITIONS.

General

1. Except as modified by conditions, development shall be in substantial conformance with the site plan dated July 19, 2024 and building elevations dated June 17, 2024 and landscape plan dated June 17, 2024. Minor modifications may be reviewed through the plan check process of construction documents; major modifications will require submittal of a Development Plan Review.
2. An amended Subdivision Plat is required for this development and shall be recorded prior to issuance of building permits. An exception may be granted on the timing of the plat recording, subject to a decision by the Building Official.
3. **Right of Way dedication, corner cut-off and unused easements shall be as part of the Subdivision Plat.**
4. **This site is located within a known archeologically sensitive area with the likelihood of encountering cultural resources, human (Ancestral) remains, or funerary objects. Prior to issuance of any permits that would result in ground disturbance, the Developer shall hire a qualified archaeological firm to complete a monitoring and discovery plan (MDP) that includes 1) archaeological testing prior to construction and/or 2) monitoring of ground-disturbing activity during construction. This condition applies to projects on both previously disturbed and previously undisturbed ground. This process requires consultation and sign off of the Historic Preservation Officer.**
5. **Prior to commencement of construction, contractors and subcontractors on the project performing ground-disturbing activities will provide evidence (an unexpired decal) of successful completion of the Salt River Pima-Maricopa Indian Community (SRPMIC) online cultural sensitivity training and test. Evidence shall be provided to the Community Development Department, Historic Preservation Officer. Obligation of this condition shall be noted on the permitted set of plans.**
6. At the time a temporary construction fence is added to the site, a future development sign banner shall be attached to the fence and provide information for the new development, in conformance with the Zoning and Development Code, Section 4-903, Sign Type J. The sign banner shall include: project name/information and future tenant (if known). Images of the project may be included on the banner. A sign permit is required. The building permit plans shall include a note on the plans to provide this future development sign banner on site as long as the construction fencing remains.

Site Plan

7. Provide service yard and mechanical yard walls that are at least 8'-0" tall as measured from adjacent grade or are at least the height of the equipment being enclosed, whichever is greater. Verify height of equipment and mounting base to ensure that wall height is adequate to fully screen the equipment.

8. Provide gates of steel vertical picket, steel mesh, steel panel or similar construction. Where a gate has a screen function and is completely opaque, provide vision portals for visual surveillance. Provide gates of height that match that of the adjacent enclosure walls. Review gate hardware with Building Safety and Fire staff and design gate to resolve lock and emergency ingress/egress features that may be required.
9. Provide upgraded paving at each driveway consisting of integral colored unit paving. Extend this paving in the driveway from the right-of-way line to 20'-0" on site and from curb to curb at the drive edges. From sidewalk to right-of-way line, extend concrete paving to match sidewalk.
10. Utility equipment boxes for this development shall be finished in a neutral color (subject to utility provider approval) that compliments the coloring of the buildings.
11. Place exterior, freestanding reduced pressure and double check backflow assemblies in pre-manufactured, pre-finished, lockable cages (one assembly per cage). If backflow prevention or similar device is for a 3" or greater water line, delete cage and provide a masonry or concrete screen wall following the requirements of Standard Detail T-214.

Floor Plans

12. Provide visual surveillance by means of fire-rated glazing assemblies from stair towers into adjacent circulation spaces.
13. Public Restroom Security for single user restroom door hardware, provide a key bypass on the exterior side

Building Elevations

14. The materials and colors are approved as presented:

MATERIAL FINISH SCHEDULE					
MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
GL01	INSULATED GLASS	CLEAR	TBD	GUARDIAN SUNGUARDIAN	
MASONRY					
MU01	4x4x16 BRICK STACKED BOND VENEER	ARTIC WHITE	SUPER ATLAS	INTERSTATE BRICK	
MU02	4x4x16 BRICK STACKED BOND VENEER	SMOKEY MOUNTAIN	SUPER ATLAS	INTERSTATE BRICK	
MU03	8X8X16 CMU STACKED BOND	HUNTINGTON GRAY	MESASTONE	OLD CASTLE SUPERLITE	
METAL					
MT01	METAL PANEL	SPECKLED RUST	TBD	WESTERN STATES METAL ROOFING	
MT02	ALUMINIUM STOREFRONT SYSTEM	CLEAR ANODIZED	TBD	TBD	
PAINT					
FC01	PAINTED FIBER CEMENT	FOGGY DAY	DE6226 - LRV 71	DUNN EDWARDS	
PT01	EXTERIOR PAINT	BARNWOOD GRAY	DET620 - LRV 31	DUNN EDWARDS	
PT02	EXTERIOR PAINT	WEATHERED BLUE	DET560 - LRV 27	DUNN EDWARDS	
PT03	PAINTED METALS / PAINTED EIFS	DARK SEPIA	DE6138 - LRV 26	DUNN EDWARDS	
PT04	PAINTED METALS	CHARCOAL SKETCH	DET628 - LRV 11	DUNN EDWARDS	

Provide primary building colors and materials with a light reflectance value of 75 percent or less.

15. If provided, roof access shall be from the interior of the building. Do not expose roof access to public view.
16. Conceal roof drainage system within the interior of the building.
17. Exterior vents shall be architecturally integrated with the adjacent materials and matching colors specified on each elevation.
18. Incorporate lighting, address signs, and incidental equipment attachments (alarm klaxons, security cameras, etc.) where exposed into the design of the building elevations. Exposed conduit, piping, or related materials is not permitted.

19. Locate the electrical service entrance section (S.E.S.) inside the building or inside a secure yard that is concealed from public view.

Lighting

20. Illuminate building entrances and underside of open stair landings from dusk to dawn to assist with visual surveillance at these locations.

Landscape

21. Arterial street trees shall be a minimum of 36" box specimens and a minimum of 1 ½" caliper trunk.
22. Irrigation notes:
 - a. Provide dedicated landscape water meter.
 - b. Provide pipe distribution system of buried rigid (polyvinylchloride), not flexible (polyethylene). Use of schedule 40 PVC mainline and class 315 PVC ½" feeder line is acceptable. Class 200 PVC feeder line may be used for sizes greater than ½". Provide details of water distribution system.
 - c. Locate valve controller in a vandal resistant housing.
 - d. Hardwire power source to controller (a receptacle connection is not allowed).
 - e. Controller valve wire conduit may be exposed if the controller remains in the mechanical yard.
23. Include requirement to de-compact soil in planting areas on site and in public right of way and remove construction debris from planting areas prior to landscape installation.
24. Top dress planting areas with a rock or decomposed granite application. Provide rock or decomposed granite of 2" uniform thickness. Provide pre-emergence weed control application and do not underlay rock or decomposed granite application with plastic.

Building Address

25. Verify property address and submit a PDF copy of the site plan with unit floor plans for permanent addressing to permitcenter@tempe.gov prior to submittal of construction documents.
26. Provide address sign(s) on the building elevation facing the street to which the property is identified and on the side of the building facing the parking lot.
 - a. Conform to the following for building address signs:
 - 1) Provide street number only, not the street name
 - 2) Compose of 12" high, individual mount, metal reverse pan channel characters.
 - 3) Self-illuminated or dedicated light source.
 - 4) On multi-story buildings, locate no higher than the second level.
 - 5) Coordinate address signs with trees, vines, or other landscaping, to avoid any potential visual obstruction.
 - 6) Do not affix numbers or letters to elevation that might be mistaken for the address.
 - b. Utility meters shall utilize a minimum 1" number height in accordance with the applicable electrical code and utility company standards.

CODE/ORDINANCE REQUIREMENTS:

THE BULLETED ITEMS REFER TO EXISTING CODE OR ORDINANCES THAT PLANNING STAFF OBSERVES ARE PERTINENT TO THIS CASE. THE BULLET ITEMS ARE INCLUDED TO ALERT THE DESIGN TEAM AND ASSIST IN OBTAINING A BUILDING PERMIT AND ARE NOT AN EXHAUSTIVE LIST.

SITE PLAN REVIEW: Verify all comments by all departments on each Preliminary Site Plan Review. If questions arise related to specific comments, they should be directed to the appropriate department, and any necessary modifications coordinated with all concerned parties, prior to application for

building permit. Construction Documents submitted to the Building Safety Division will be reviewed by planning staff to ensure consistency with this Design Review approval prior to issuance of building permits.

DEADLINE: Development plan approval shall be void if the development is not commenced or if an application for a building permit has not been submitted, whichever is applicable, within twelve (12) months after the approval is granted or within the time stipulated by the decision-making body. A complete building permit application shall be made on or before two (2) years from the date of city council approval or within a time stipulated as a condition of approval, when development plan review application is processed concurrently with a PAD Overlay District. The period of approval is extended upon the time review limitations set forth for building permit applications, pursuant to Tempe Building Safety Administrative Code, Section 8-104.15. An expiration of the building permit application will result in expiration of the development plan.

STANDARD DETAILS:

- Access to Tempe Supplement to the M.A.G. Uniform Standard Details and Specifications for Public Works Construction, at this link: <https://www.tempe.gov/government/engineering-and-transportation/engineering/standards-details> or purchase book from the Public Works Engineering Division.
- *Access to refuse enclosure details DS116 and DS118 and all other Development Services forms at this link: <https://www.tempe.gov/government/community-development/building-safety/applications-forms>. The enclosure details are under Handouts.*

BASIS OF BUILDING HEIGHT: Measure height of buildings from top of curb at a point adjacent to the center of the front property line.

MECHANICAL SCREENING: All roof mounted mechanical equipment shall be concealed on all sides by elements that are an integral part of the building design and are equal to or greater in height than the mechanical equipment. Ground-mounted equipment may be screened using a masonry wall or other durable material as approved through development plan review.

WATER CONSERVATION AND EFFICIENCY: (Residential and parks are exempt, commercial and mixed use are not exempt). As required in [Tempe City Code 33-140 - 142](#), all new non-residential development projects are required to submit a Water Conservation Report that details potential water use, for review and approval by the Municipal Utilities Department, prior to building permit issuance. For a report template and more information, visit the [commercial water conservation webpage](#).

HISTORIC PRESERVATION: State and federal laws apply to the discovery of features or artifacts during site excavation (typically, the discovery of ancestral (human) remains or associated funerary objects). Arizona Revised Statutes [§ 41-865](#) stipulates that “any landowner with intention to disturb human remains or having unintentionally disturbed human remains shall immediately cease any activity in the vicinity of the remains and shall notify the Arizona State Museum Repatriation Office of the encounter. Any human remains and funerary objects shall not be further disturbed without obtaining written permission from the Repatriation Office.” Additional information about requirements related to encountering and disturbing ancestral (human) remains and funerary objects on private land can be found on the Arizona State Museum [website](#). While not required, applicants are encouraged to enlist the services of a qualified archaeological firm to conduct monitoring during ground-disturbing activity on private property that is Archaeologically Sensitive (AS). Contact the Historic Preservation Officer with general questions.

POLICE DEPARTMENT SECURITY REQUIREMENTS:

- Design building entrance(s) to maximize visual surveillance of vicinity. Limit height of walls or

landscape materials, and design columns or corners to discourage ambush.

- Maintain distances of 20'-0" or greater between a pedestrian path of travel and any hidden area to allow for increased reaction time and safety.
- Follow the design guidelines listed under appendix A of the Zoning and Development Code. In particular, reference the CPTED principal listed under A-II Building Design Guidelines (C) as it relates to the location of pedestrian environments and places of concealment.
- Refer to Tempe City Code Section 26-70 Security Plans: If the development includes a use listed in [City Code Section 26-70\(c\)](#), the Owner is required to prepare a security plan with the Police Department. The architect should be involved to verify any modification that would require design revisions. To avoid revisions to permitted construction documents, initial meetings with the Police Department regarding the security plan are recommended before building permits are issued. At a minimum, the Owner shall contact the Police Department to begin security plan process approximately eight weeks prior to receipt of certificate of occupancy.
- Provide a security vision panel at service and exit doors (except to rarely accessed equipment rooms) with a 3" wide, high strength plastic or laminated glass window, located between 43" and 66" from the bottom edge of the door.

TRAFFIC ENGINEERING:

- Project is in southwest overlay district. Any new sidewalk per detail T-351.
- Per City of Tempe Standard Detail T-313, A-1 Multi-Family Street, 65' of right-of-way from centerline within 300' of arterial intersection.
- Provide 8'-0" wide public sidewalk along arterial roadways, or as required by Traffic Engineering Design Criteria and Standard Details.
- Construct driveways in public right of way in conformance with Standard Detail T-320.
- Correctly indicate clear vision triangles at driveways on the site and landscape plans. Identify speed limits for adjacent streets at the site frontages. Begin sight triangle in driveways at point 15'-0" from face of curb. Consult Intersection Sight Distance memo, available from Traffic Engineering if needed
<https://www.tempe.gov/home/showpublisheddocument/6815/635323967996830000>. Do not locate site furnishings, screen walls or other visual obstructions over 2'-0" tall (except canopy trees are allowed) within each clear vision triangle.

FIRE: Clearly define the fire lanes. Ensure that there is at least a 20'-0" horizontal width, and a 14'-0" vertical clearance from the fire lane surface to the underside of tree canopies or overhead structures. Layout and details of fire lanes are subject to Fire Department approval.

PRIVATE DEVELOPMENT ENGINEERING:

- An Encroachment Permit or License Agreement must be obtained from the City for any approved projections into the right of way or crossing of a public utility easement, prior to submittal of construction documents.
- An Encroachment Permit is required for any approved encroachment, temporary and removable in nature, that lies within, over or across any public Right of Way. A License Agreement will be required for any approved permanent structural encroachment into the Right of Way (roadway easements and PUE's are included by Tempe City Code definition).
- Permanent overhead structures will not be allowed above public water or sewer easements unless the vertical clearance is greater than 30 ft. per Engineering Design Criteria.
- All existing overhead utilities on or adjacent to site must be placed underground, including street crossings, per City of Tempe Code, Section 25-120 thru 25-126 & Ord # 88.85 except for transmission lines (greater than 12.5 kv).
- Coordinate site layout with utility provider(s) to provide adequate access easement(s). This is

- a private easement between the property owner and the utility company
- Clearly indicate right-of-way dimensions and property lines with dimensions, bearings and distances.
- Verify and show location of all easements, or property restrictions, to ensure no conflict exists with the site layout or foundation design. Provide recording number of existing easements. Any easements not dedicated to the city shall be labeled as private.
- 100-year onsite retention required for this property, coordinate design with requirements of the Engineering Department.

SOLID WASTE SERVICES:

- Enclosure indicated on site plan is exclusively for refuse. Construct walls, pad and bollards in conformance with standard double enclosure detail DS-116.
- Contact the Solid Waste Division to verify that vehicle maneuvering and access to the enclosure is adequate. Refuse staging and collection must be on site; no backing onto or off of streets, alleys or paths of circulation.
- Develop strategy for recycling collection and pick-up from site.
- Gates for refuse enclosure(s) are not required, unless visible from the street. If gates are provided, the property manager must arrange for gates to be open from 6:00 am to 4:30 pm on collection days.

PARKING SPACES:

- Verify conformance of accessible vehicle parking to the Americans with Disabilities Act and the Code of Federal Regulations Implementing the Act. Refer to Building Safety ADA Accessible Parking Spaces Marking/Signage on Private Development details.
- At parking areas, provide demarcated accessible aisle for disabled parking.
- Distribute bike parking areas nearest to main entrance(s). Provide parking loop/rack per standard detail T-578. Provide 15" by 6'-0" individual bicycle parking spaces. One loop may be used to separate two bike parking spaces. Provide clearance between bike spaces and adjacent walkway to allow bike maneuvering in and out of space without interfering with pedestrians, landscape materials or vehicles nearby.

ZONING AND DEVELOPMENT CODE: Specific requirements of the **Zoning and Development Code** (ZDC) are not listed as a condition of approval but will apply to any application. To avoid unnecessary review time and reduce the potential for multiple plan check submittals, become familiar with the ZDC. Access the ZDC through www.tempe.gov/zoning or purchase from Community Development.

LIGHTING:

- Plans shall include the nearest adjacent street lights to the development. Street lights shall conform to the City of Tempe Public Works Standard Details and the Engineering Design Criteria Manual contained in the Comprehensive Transportation Plan
- Design site security lighting in accordance with requirements of ZDC Part 4 Chapter 8 (Lighting) and ZDC Appendix E (Photometric Plan).
- Indicate the location of all exterior light fixtures on the site, landscape and photometric plans. Avoid conflicts between lights and trees or other site features in order to maintain illumination levels for exterior lighting.

LANDSCAPE:

- Trees shall be planted a minimum of 16'-0" from any existing or proposed public utility lines. The tree planting separation requirements may be reduced to no less than 8'-0" from utility lines upon the installation of a linear root barrier. Per Detail T-460, the root barrier shall be a continuous material, a minimum of 0.08" thick, installed to a minimum depth of 4'-0" below grade. The root barrier shall extend 6'-0" on either side of the tree parallel to the utility line for a minimum length of 12'-0". Final approval is subject to determination by the Public Works,

Water Utilities Division.

- Prepare an existing plant inventory for the site and adjacent street frontages. The inventory may be prepared by the Landscape Architect or a plant salvage specialist. Note original locations and species of native and “protected” trees and other plants on site. Move, preserve in place, or demolish native or “protected” trees and plants per State of Arizona Agricultural Department standards. File Notice of Intent to Clear Land with the Agricultural Department. Notice of Intent to Clear Land form is available at <https://agriculture.az.gov/plantsproduce/native-plants>. Follow the link to “applications to move a native plant” to “notice of intent to clear land”.

SIGNS: Separate plan review process is required for signs in accordance with requirements of ZDC Part 4 Chapter 9 (Signs). Refer to www.tempe.gov/signs.

DUST CONTROL: Any operation capable of generating dust, include, but not limited to, land clearing, earth moving, excavating, construction, demolition and other similar operations, that disturbs 0.10 acres (4,356 square feet) or more shall require a dust control permit from the Maricopa County Air Quality Department (MCAQD). Contact MCAQD at <http://www.maricopa.gov/aq/>.

HISTORY & FACTS:

1949 – 1970s	Aerial images show the site used for agricultural use.
June 14, 1965	Maricopa County Board of Supervisors approved the Subdivision Plat for Tally Ho Farms Unit 2.
1970s - 1990s	Aerial images show the surrounding properties developed as residences, and this lot remained vacant.
February 11, 1993	City Council approved the annexation of Tally Ho Farms Unit 2, inclusive of the subject site. The site has remained vacant since the original agricultural use ceased but remained zoned AG Agricultural Single-Family Residential.
March 21, 2024	Tempe voters ratified General Plan 2050, which changed the land use of this site from residential to commercial.
August 13, 2024	Development Review Commission heard and recommended approval of the request for a Zoning Map Amendment from AG to PCC-1, with a Planned Area Development Overlay and Development Plan Review for a new single-story commercial development with four buildings on 3.75 acres for NWC RURAL AND WARNER, located at 862 East Warner Road.
September 5, 2024	City Council is scheduled to hear the above request.
September 19, 2024	City Council is scheduled for the second and final hearing of this request.

ZONING AND DEVELOPMENT CODE REFERENCE:

Section 6-304, Zoning Map Amendment

Section 6-305, Planned Area Development (PAD) Overlay districts

Section 6-306, Development Plan Review



EXHIBITS

for

NWC Warner and Rural (PL240155)

- 1-8. Site Context (Zoning Map, Aerial Map, Aerial with Site Plan Overlay, and Site Photos)
- 9-27. Applicant's Letter of Explanation
- 28-29. Planned Area Development Overlay (Proposed)
- 30-32. Site Design (Site Plan, Landscape Plan, Utility Plan)
- 33-55. Building Design (Blackline/Color Elevations, Street Elevations, Sections, Renderings, Material Samples, Floor Plans, Roof Plans)
- 56-59. Neighborhood Meeting Summary
- 60. Supplemental Information
 - Fire Access Plan
 - Refuse Plan
 - Traffic Impact Study
 - Parking Analysis
 - Legal Description
 - Waivers of Rights and Remedies
 - Public Comments

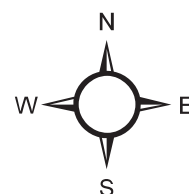


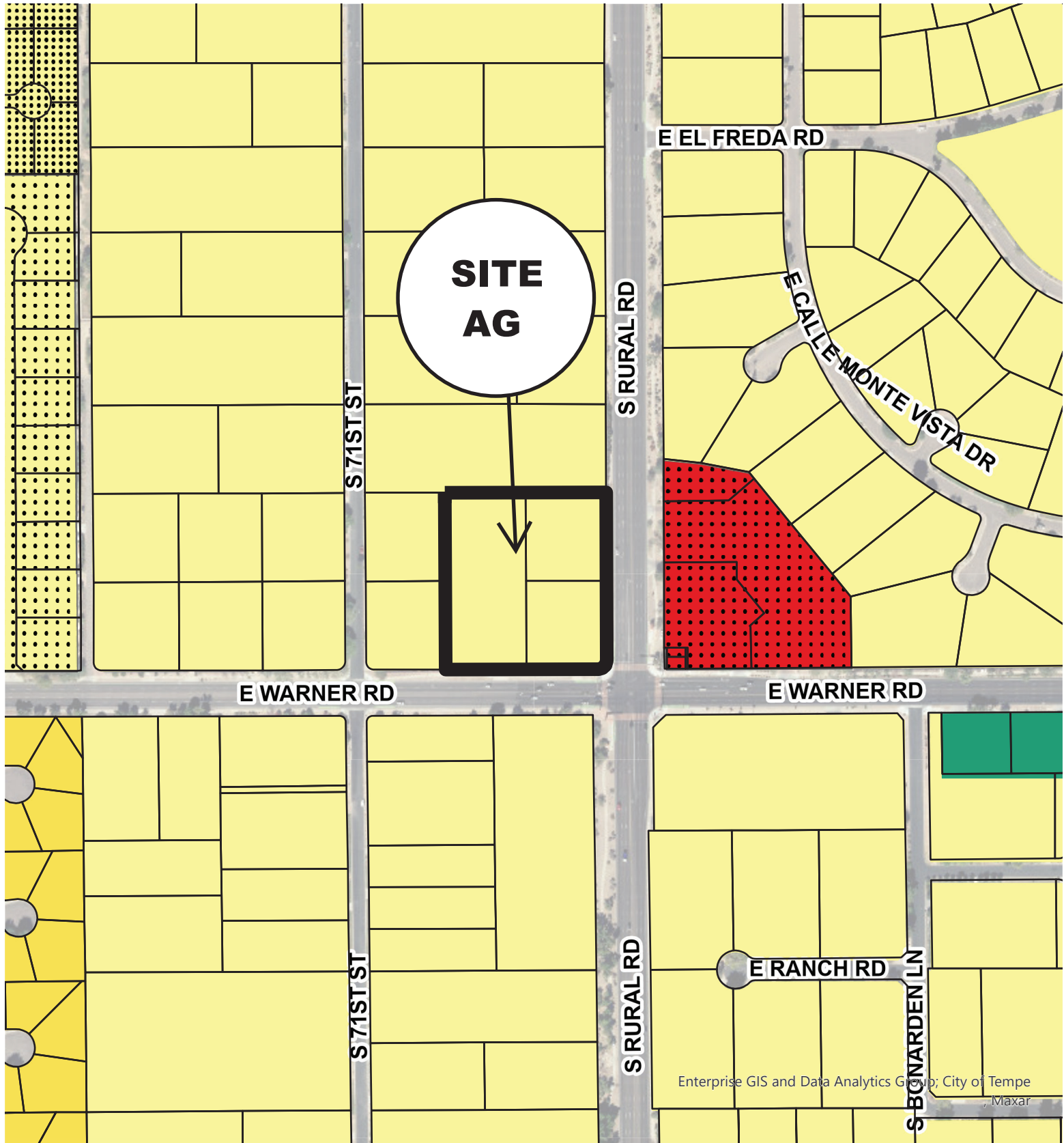
NWC Rural and Warner

PL240155



Aerial Map





- Planned Commercial Center Neighborhood (PCC-1)
- Residential/Office (RO)
- Agricultural (AG)
- Single-Family Residential (R1-15)
- Single-Family Residential (R1-10)
- Single-Family Residential (R1-8)

Image

- Red: Band_1
- Green: Band_2
- Blue: Band_3
- Override 1

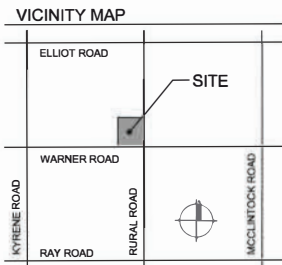
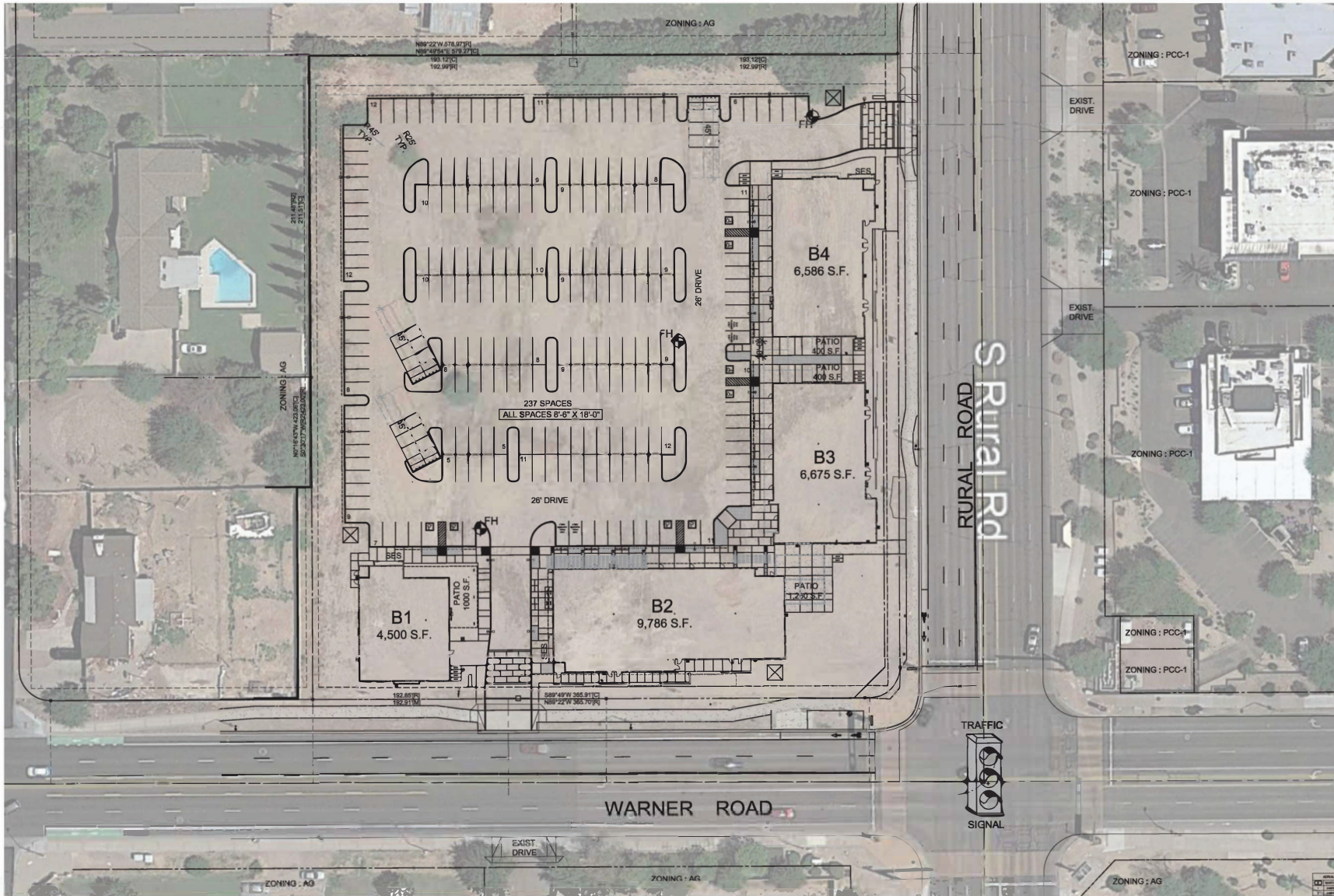
EXHIBIT 2

Twelve Point

CenterlineSubType

- ADOT
- Canal
- Monument
- Private





04-29-2024
19109-ST17

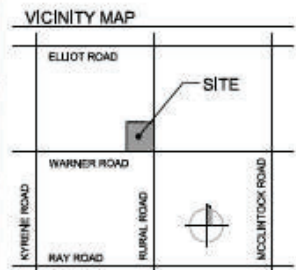
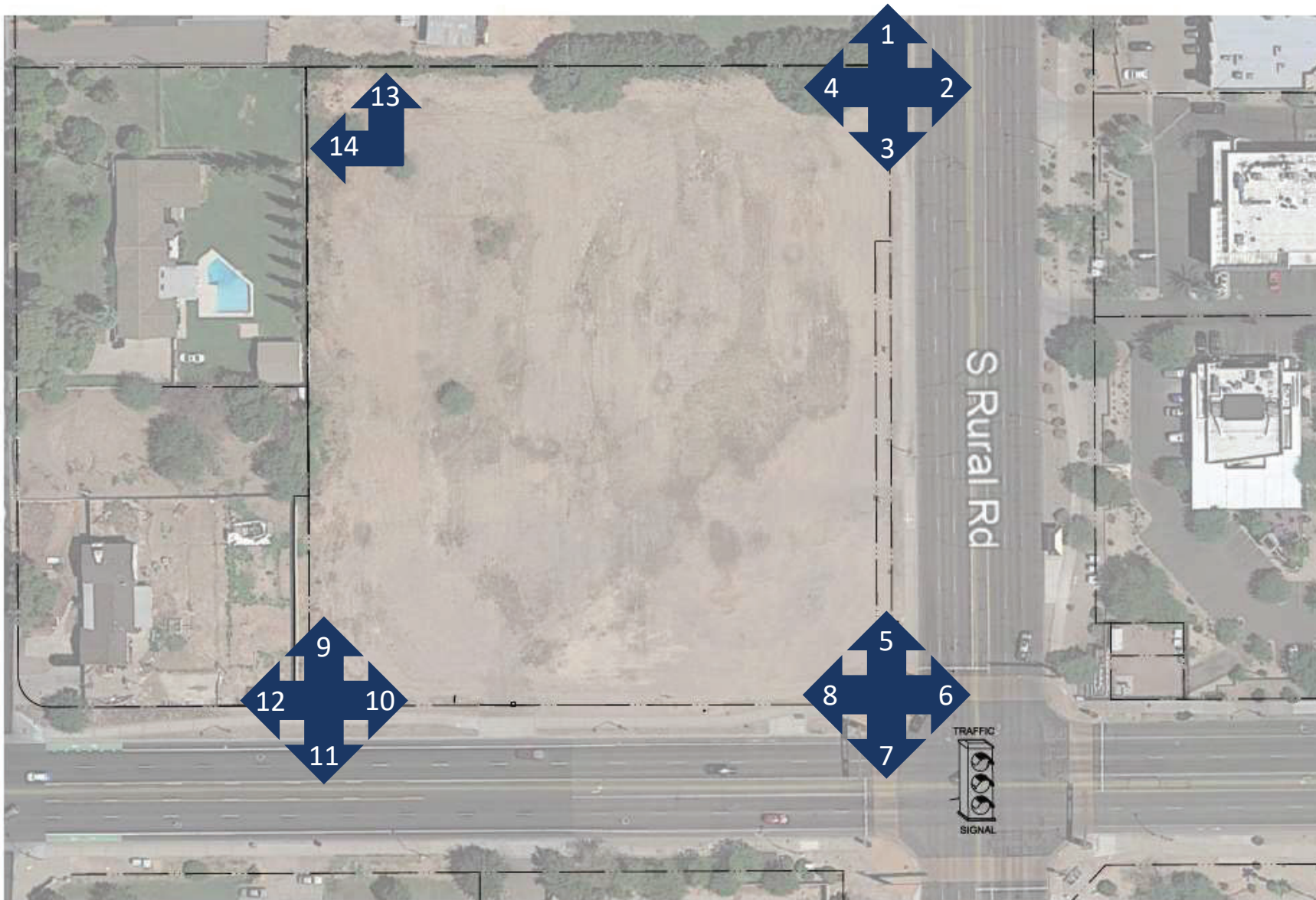


CONTEXT PLAN
0 10' 30'
SCALE: 1" = 30'

RURAL and WARNER

Proposed Specialty Retail Center
Tempe, Arizona





04-25-2024
19109-ST17



AERIAL PLAN
SCALE: 1"=30'



RURAL and WARNER

Proposed Specialty Retail Center
Tempe, Arizona



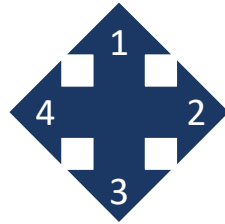


EXHIBIT 5

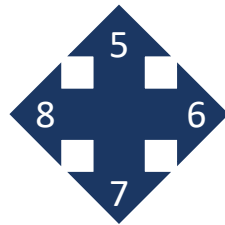


EXHIBIT 6

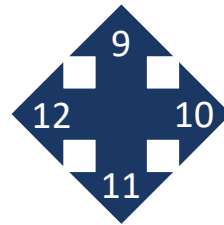


EXHIBIT 7

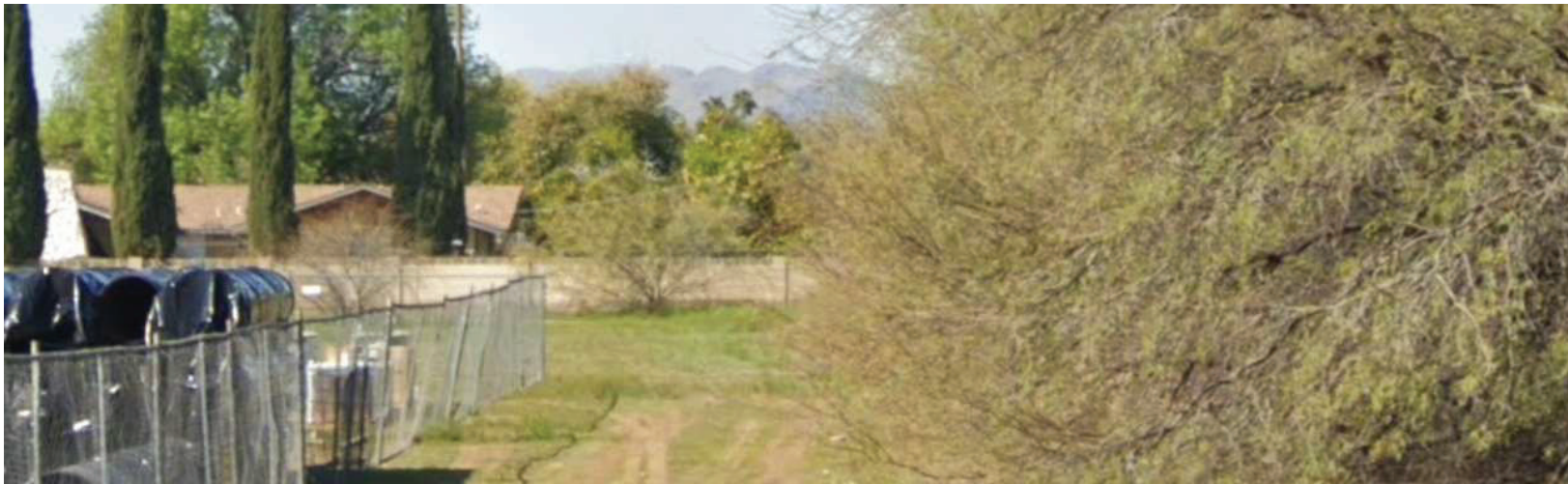


EXHIBIT 8



NWC of Rural Road and Warner Road Rezone, PAD, & Development Plan Review

1st Submittal: April 29, 2024

2nd Submittal: June 17, 2024

DEVELOPMENT TEAM

Owner/Developer:

Thompson Thrift

2398 E Camelback Road, Suite 210, Phoenix, AZ 85016

(602) 313-8631

Andrew Call; acall@thompsonthrift.com



Architect:

Butler Design Group

5013 E Washington Street, Suite 100, Phoenix, AZ 85034

(602) 957-1800

Contact: David Reuterman; davidr@butlerdesigngroup.com



Butler Design Group, Inc
architects & planners

Attorney / Applicant:

Gammage and Burnham

Attorney: Manjula M. Vaz

Land Use Planner: Michelle Santoro

40 N Central Avenue, 20th Floor, Phoenix, AZ 85004

(602) 256-0566

mvaz@gblaw.com

msantoro@gblaw.com



INTRODUCTION

On behalf of Thompson Thrift (the “Applicant”) we are pleased to submit this Rezone with Planned Area Development (PAD) Overlay and Development Plan Review application to the City of Tempe for a commercial retail development on approximately four (4) acres of property located at the northwest corner of Warner Road and Rural Road (the “Property” or the “Site”). The Property is also known as Maricopa County Assessor Parcel numbers 301-52-013, 301-52-012A, and 301-52-012B and is shown in the aerial photograph below, outlined in red.



Thompson Thrift is a full-service real estate company specializing in multi-family residential, commercial retail and industrial projects throughout 22 states, including 14 properties in Arizona. As a successful developer, contractor, and property manager, one of Thomson Thrift’s missions is to provide high-quality, attractive, high-energy commercial projects. The Commercial group has developed over 150 projects ranging in size from single-tenant, build-to-suits to large-format, fully integrated mixed-use projects.

PROJECT OVERVIEW & PROPOSED ENTITLEMENTS

Tempe has many great neighborhoods each defined by a unique character, including the Corona / South Tempe Character Area, where the Property is located. This neighborhood strives for a livable, walkable, energetic, and social community; however, it is currently dominated by residential development with typical large-scale commercial big box developments at the major intersections. What the neighborhood is lacking is the pedestrian scale commercial retail.

Thompson Thrift is proposing to develop the Property with four (4) commercial retail buildings that embrace both street frontages, creating a friendly pedestrian scale streetscape while providing parking in the rear. A large outdoor patio is provided at the main corner to invite pedestrians from the public sidewalks into the development. Additionally, there is outdoor patio space associated with each building, enhancing the livelihood and energy level of the center. The proposed development, (the “Project”) provides the following:

- Approximately 11,500SF of retail
- Approximately 16,000SF of restaurant
- 1,800SF of outdoor patio space
- 235 parking spaces
- 38 bicycle parking spaces
- Landscape Enhancements

To accommodate the development of the Project, the Applicant is submitting the following applications (collectively, the “Application”):

1. Rezoning of the Property from AG (Agricultural) to PCC-1 (Planned Commercial Center Neighborhood);
2. Planned Area Development (“PAD”) overlay to establish site specific development standards;
3. Development Plan Review (“DPR”) for site and landscape plans and building elevations; and,

SITE CONDITIONS

The Property is currently vacant and unremarkable in its topography. It is a relatively square parcel, located at the northwest corner of two major arterials. The site is improved, with curb, gutter, sidewalks and lighting along both Rural Road and Warner Road. There is also an existing bus stop along Warner Road, just west of the intersection. The Property is surrounded on the west and north by large-lot single-family residential homes.

RELATIONSHIP TO SURROUNDING PROPERTIES / AREA CONTEXT

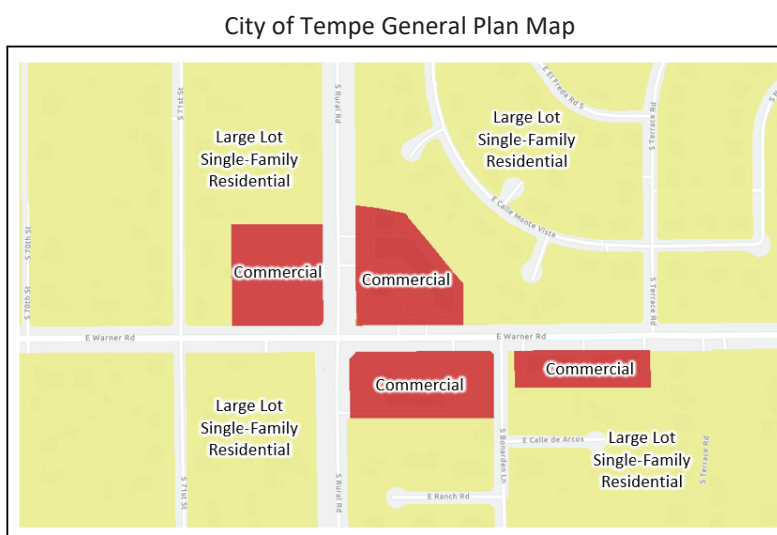
As shown in the graphic below, the Site is surrounded by neighborhood commercial and residential uses. This mix of uses provides an appropriate context for this proposed development that will provide retail and service uses and complement the pattern of development in the area.

	General Plan	Zoning	Existing Use
North	Large Lot Single-Family	Agricultural (AG)	Single-Family Residential Homes
South	Large Lot Single-Family	Agricultural (AG)	Single-Family Residential Homes
East	Commercial	Planned Commercial Center Neighborhood (PCC-1)	Retail and Service
West	Large Lot Single-Family	Agricultural (AG)	Single-Family Residential Homes
Project Site	Commercial	Agricultural (AG)	Vacant

PLANNING CONTEXT

General Plan

On March 12, 2024, City of Tempe residents approved the “Tempe Tomorrow General Plan 2050”. As shown below, the Property is currently designated as “Commercial” in the General Plan 2050 Proposed Land Use Map.



Per the Land Use & Development Chapter of the General Plan, properties with the Commercial designation are to provide retail, service, light industrial and medical uses. This may include many types of buildings, such as offices, restaurants, regional and neighborhood commercial retail, and private and charter schools.

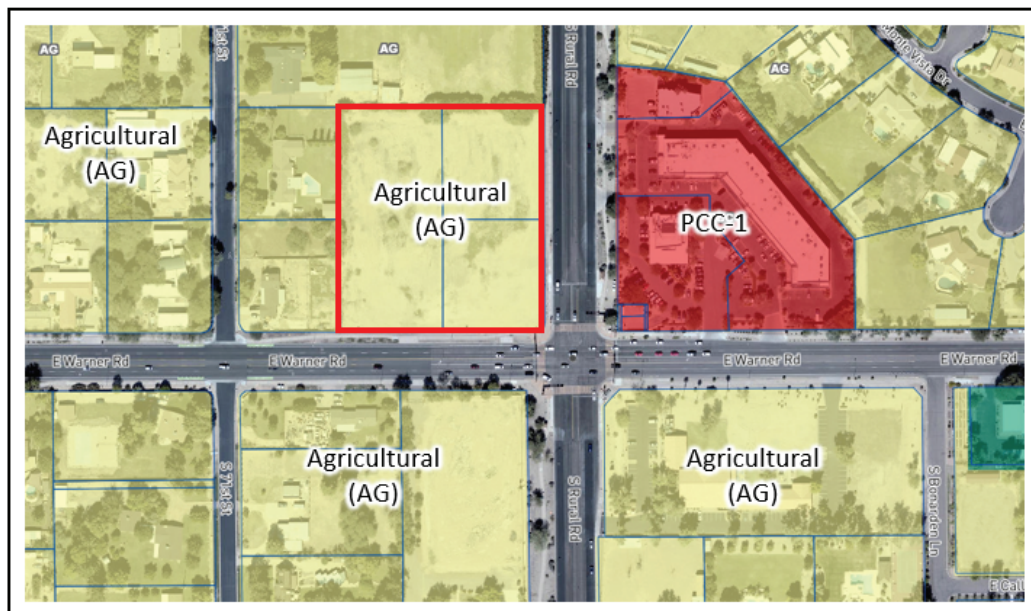
Table 2: “Implementing Zoning for General Plan Use” of the Land Use & Development Chapter identifies PCC-1 is an appropriate and approved zoning category for the Commercial designation. Since the Planned Commercial Center Neighborhood (PCC-1) zoning district we are seeking is specified as a primary use district in Commercial, the proposed development is in conformance with the General Plan 2050

As stated earlier, the Property is also located within the Corona / South Tempe Character Area, which encourages pedestrian scale developments and walkability. The general commercial context of the Property area is dominated by the typical suburban, large-scale, big-box developments. These types of developments are not conducive to the “neighborhood” feel. The proposed Project is in alignment with the goals and objectives of the Corona / South Tempe Character Area and is further discussed below.

Zoning

The Property is designated as Agricultural (AG) as shown on the City of Tempe Zoning Map below. The Property was historically used for farming, dating back into the 1940’s. The Property has remained undeveloped, dirt since farming operations concluded in the 1970-80’s. The AG designation is simply a holdover from this time period.

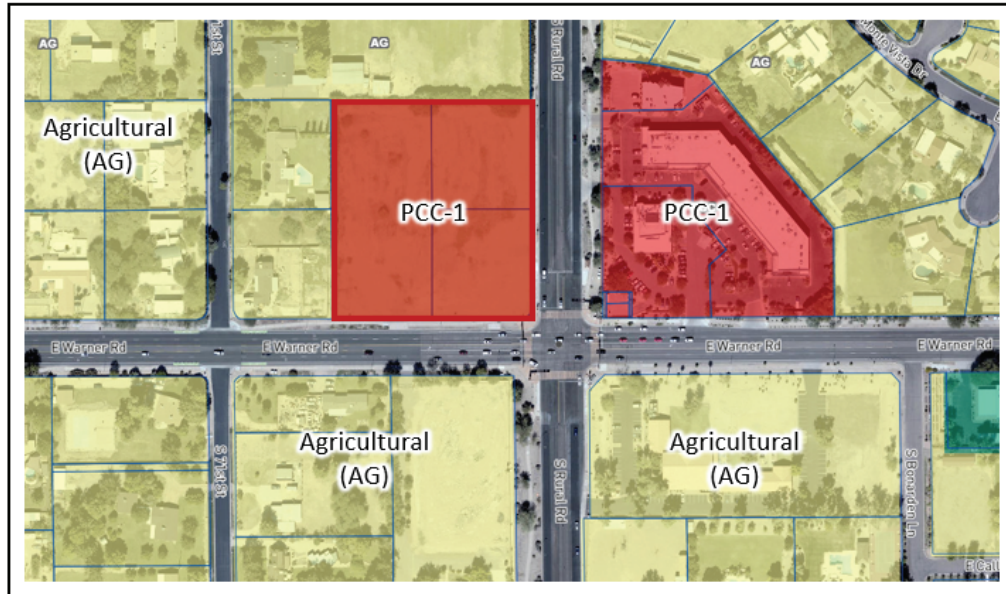
Existing City of Tempe Zoning Map



With this application we are seeking the Planned Commercial Center Neighborhood (PCC-1) zoning. As outlined in the City of Tempe Zoning Ordinance, the purpose of the PCC-1 zoning

district it to provide “retailing, services and entertainment uses oriented to serve the needs of the neighborhood”. The uses proposed in this application are each allowed by right in the PCC-1 zoning district, as shown in Table 3-202A of the Zoning Ordinance.

Proposed City of Tempe Zoning Map



PROJECT DESCRIPTION

Overall

The purpose of this Application is to improve an underutilized, vacant property located within a unique suburban neighborhood of Tempe and to provide a walkable, modern neighborhood retail space. The Project consists of four (4) buildings, with two (2) fronting Warner Road and two (2) fronting Rural Road. The site details are:

- Building 1 – proposed 4,430SF of restaurant with 700SF of outdoor patio;
- Building 2 – proposed 9,750SF of both restaurant and retail space with 450SF of outdoor patio;
- Building 3 – proposed 6,660SF of both restaurant and retail space with 550SF of outdoor patio;
- Building 4 – Proposed 6590SF of both restaurant and retail spaces with 100SF patio;
- 235 vehicular parking spaces;
- 38 bicycle parking;
- Landscape buffers from existing residential homes; and
- Landscaped/walkable streetscape with multiple connections into site.

Building/Architecture

The project's design displays contemporary sophistication and pedestrian charm, harmonizing seamlessly with its surroundings. Its architectural aesthetic boasts a fusion of sleek cementitious cladding, rich-toned metal panels, and two colors of accent brick veneer, all set against a backdrop of

neutral EIFS colors. This attractive blend of materials not only adds visual interest but also elevates the structure's appeal, creating a dynamic and visually captivating urban landscape. Amidst this architectural tapestry, a vibrant street-front beckons with inviting outdoor dining spaces and shaded seating, offering a welcoming haven for visitors.

In essence, the project's identity will be infused with a captivating Mid-Century Modern essence, characterized by sleek low-profile parapets, steel detailing and elegantly soffited areas.

Along the shop frontages, deep shade canopies, adorned with smart detailing will protect glazing from the elements. This thoughtful design ensures patrons enjoy a comfortable trip from one space to another. To further enrich the ambience, the hardscape lining these storefronts will be interspersed with pockets of landscape, lending a softening touch to the architecture. Pedestrian-scale lighting, along with other distinctive site elements, will be thoughtfully integrated, elevating the overall experience to new heights of sophistication and charm.

Landscape/Public Space

The landscape design for the proposed development will soften and screen the view from the neighboring parcels and create a pleasant public street frontage for pedestrian and vehicular traffic along the Rural and Warner Road frontages. A boulevard of trees along both Rural and Warner Roads with a mix of both evergreen and deciduous trees will provide shade along the public sidewalks, buffer the vehicular traffic from the proposed shops buildings, and create visual relief to accentuate the proposed architecture.

Internal to the site, the landscape throughout the parking lot and shop building facades provides a mix of trees and understory planting utilized to break up the parking and pedestrian plaza spaces with a diverse mix of species with varying textures and colors to enhance the visitor's experience.

The perimeter of the site along the western and northern property lines provides a variety of Oak, Acacia, and Sissoo trees spaced 20 (twenty) feet on center to create a tall evergreen buffer from the neighboring parcels. In addition to the trees, hedge rows of shrubs are used along the perimeter to provide a pedestrian level of screening along the existing and proposed property walls.

The proposed landscape palette contains only species on the Arizona Department of Water Resources low-water use plant list, and will utilize a highly efficient drip irrigation system to maximize water conservation.

Site Circulation and Parking

The Project provides 235 on-site vehicle parking spaces, which is a reduction of 29 spaces from the requirements for a development such as this. The reduction request is described in more detail in the Planned Area Development Overlay section below. The intent is to provide parking to meet the needs of peak hours, while not overparking the site, or creating a sea of parking found in typical commercial centers. This will encourage alternate modes of transportation, such as walking or biking, further enhancing the neighborhood character.

Access is provided at only two (2) points; the northeast and southwest corners of the Property to minimize pedestrian conflict. Parking is provided in the rear of the buildings, again to create a pedestrian friendly streetscape and to keep the more intense uses away from the existing residential.

The following documents further addressing the Project's parking and circulation are included as part of the Application submittal package:

- A parking analysis prepared by Lokahi; and,
- A traffic impact study prepared by Lokahi.

ZONING MAP AMENDMENT – GENERAL PLAN ANALYSIS

As discussed above and to accommodate the development of the Project, the Application includes a proposed zoning map amendment to rezone the Property from AG (Agricultural) to PCC-1 (Planned Commercial Center Neighborhood). As shown by the General Plan Land Use Map provided above, the General Plan projects the Property for commercial development. As detailed below, the zoning map amendment supports the goals and objectives of the land use and development, economic development, circulation, conservation, open space, recreation and cultural amenities, and public facilities and services elements of the General Plan.

Land Use and Development – Land Use Element

Land Use Goal:

Foster quality development through land use that provides sustainable growth, reduces commute, promotes compatible uses, avoids conflicting uses, and enhances the quality of life.

Land Use Objective:

- LU2 - Promote land use patterns that encourage sustainability and resilience.

Land Use Strategies:

- Develop sustainable land uses in development patterns that include open space, facilitate pedestrian travel and transit access.
- As much as possible, locate future development on:
 - Infill sites;
 - Sites with access or adjacent to existing street connectivity;
 - Sites that are convenient for neighborhood commercial uses.

Analysis:

The Project is perfectly positioned as an infill site with access to adjacent existing streets and utilities. The project will provide convenient, walkable neighborhood commercial retail opportunities to the area residents, potentially reducing vehicular trips and enhancing quality of life.

Land Use Objective:

- LU3 - Seek balance and compatibility if new land use development with established residential neighborhoods.

Land Use Strategies:

- Create mixed-use development patterns that support pedestrian travel, enhance walkable environments and provide connection to transit, and micromobility opportunities.
- Support a variety of uses such as food retail, community-serving retails, services and civic/community facilities within walking distance of residential areas.
- Promote flexibility in siting and design of new development to protect neighborhood character

Analysis:

The project will provide convenient, walkable neighborhood commercial retail opportunities to the area residents, potentially reducing vehicular trips and enhancing quality of life. The small pedestrian scale retail center will be compatible with the existing established residential neighborhoods surrounding the Site.

Land Use Objective:

- LU6 - Promote compact and efficient infill development.

Land Use Strategies:

- Encourage an appropriate mix of land uses, building orientation, parking supply and location and multi-modal access to transit to promote pedestrian travel in and around neighborhoods.
- Utilize compact infill development to contribute to healthy lifestyles for residents that will contribute towards making Tempe a 20-minute city.

Analysis:

The Project is perfectly positioned as an infill site with access to adjacent existing streets. The Project is oriented to activate the streetscape by pushing the buildings forward, providing the higher intensity activity furthest from the existing residential.

Land Use Objective:

- LU8 - Promote neighborhood enhancement, quality of life and livability.

Land Use Strategies:

- Support placement of new commercial and mixed-uses that enhance vitality and livability at neighborhood and community hubs.

Land Use Analysis:

The Site's location is an appropriate area for a new pedestrian scaled commercial retail center that will enhance the livability and walkability of the neighborhood. Typically, the focus on providing walkable developments is in the downtown, core areas of the City. This Project brings those walkable/bikeable amenities to the existing suburban neighborhoods by providing a place to grab a coffee, bit to eat, or small service within a short distance to over 800 homes that live in a half mile radius.

Economic Development – Economic Development Element

Economic Development Goal:

Stimulate a sustainable, diversified, and vibrant economy and workforce.

Economic Development Objectives:

- Promote a sustained improvement in the standard of living and quality of life for all residents.

Economic Development Strategies:

- Identify industry gaps and promote business infill with services that improve quality of life and standard of living for the residents.

Economic Development Analysis:

The Property is currently a vacant piece of land which provides no economic benefits to the community. The proposed Project will provide multiple jobs as well as much needed services for the neighborhood.

Circulation – Pedestrian & Bikeways Element

Pedestrian Network Goal:

Develop safe, comfortable walking environments and pedestrian connections to encourage pedestrian travel.

Pedestrian Network Objectives:

- PN1 - Enhance public awareness that pedestrians are prevalent in Tempe, and that pedestrian travel is an important part of the overall transportation system.

Pedestrian Network Strategies:

- Encourage planning that provides a diversity of land uses and daily needs within a 20-minute walk for all Tempe residents.
- Provide shade along pedestrian routes to encourage walking and educate residents of the health benefits of walking.

Analysis:

The proposed Project provides retail services and goods within a 20-minute walk for the existing residential homes in the area. The Project also provides shaded walkways, courtyards and pedestrian connections to the existing sidewalk system.

Pedestrian Network Objectives:

- PN4 – Enhance the pedestrian environment with opportunities for engaging and interesting pedestrian experiences.

Pedestrian Network Strategies:

- Improve shading on all pedestrian paths to encourage pedestrian use.
- Promote art, window treatments, and signage that are pedestrian-scaled, and oriented for exploration of the built environment.

Analysis:

The proposed Project provides shaded walkways and pedestrian connections into the Site.

Bikeways Goal:

Expand and enhance bicycle travel within the City and the region.

Bikeways Objectives:

- BW1 – Provide safe and convenient access between neighborhoods and schools, parks, shopping, transit, employment, and other destinations.

Bikeways Network Strategies:

- Provide bicycle access to all residents to shopping, business services, parks, schools, and other daily amenities within a 20-minute bike ride.

Pedestrian Network, Bikeways and Travelways Analysis:

The Project will be providing a walkable neighborhood center that encourages various modes of traveling to the Site. Furthermore, the Project will provide 38 bicycle spaces to encourage bicycle travel and the use of multi-modal transportation options.

Conservation – Energy Resources Element

Energy Resources Goal:

- “Increase energy efficiency and renewable energy to sustain economic growth, social equity and environmental preservation”

Energy Resources Objective:

- “Encourage energy and resource conservation as part of all development”

Energy Resources Strategies:

- “Include energy and resource conservation as a part of all housing development to creating housing that is affordable to maintain and operate”
- “Reduce the urban heat island, improve air quality and promote walking and bicycling by shading hard surfaces, such as sidewalks, bike lanes, parking lots and streets”

Energy Resources Analysis

The Applicant strongly believes in the incorporation of environmentally responsible design practices into its projects.

Conservation — Environmental Planning: Air Quality Improvement, Noise Reduction and Ambient Temperature Elements

Environmental Planning Goals:

- “Improve regional air quality through regulatory compliance, policies and programs that minimize air pollution”
- “Minimize heat island impacts to maintain a comfortable year-round outdoor environment and reduce energy consumption”

Environmental Planning Objectives:

- “Meet or exceed air quality regulatory standards in Tempe”
- “Promote land use and building design buffers that mitigate noise”

Environmental Planning Strategies:

- “Encourage transit oriented and mixed-use development that reduces vehicle miles traveled (VMT)”
- “Incorporate landscape strategies to reduce heat reflection and massing”

Environmental Planning Analysis:

The Project will meet or exceed all air quality regulations.

Open Space, Recreation & Cultural Amenities – Open Space Element

Open Space Goal:

Provide a variety of natural and landscaped open spaces and parks that serve the diverse and changing needs of an urban community.

Open Space Objective:

- OS3 - Evaluate the connection between new development and the open space and parks needed to serve it.

Open Space Strategy:

- Encourage private development of open space.

Analysis:

The Project proposed multiple landscaped courtyards for use and enjoyment by patrons and pedestrians.

Recreation Goal:

Promote health, physical fitness, leisure, creativity and entertainment with programs serving a diverse range of abilities and interests.

Recreation Objective:

- RE2 - Provide a variety of recreational opportunities that reach as many residents as possible.

Open Space and Recreation Analysis:

The Project features private open spaces (courtyards and outdoor dining patio) that future patrons and/or employees will have the opportunity to enjoy. The intent of the landscaping design is to create a park-like environment by providing a buffer from the Site's street frontages and adjoining properties.

Public Facilities and Services — Safety Element

Public Safety/Law Enforcement Goal:

- “Enhance and promote the safety of the community and suppress crime”

Public Safety/Law Enforcement Objective:

- “Fight crime and enhance public safety”

Public Safety/Law Enforcement Strategy:

- “Enhance proactive policing”

Public Safety/Fire Operations Goal:

- “Plan and provide for public safety and welfare of the public through preservation of life and protection of property from fire and hazardous materials”

Public Safety/Fire Operations Objective:

- “Prevention of fires and other emergencies through an effective fire code development and management program”

Public Safety/Fire Operations Strategy:

- “Continue to work with community members and the City with planning and redevelopment area within City to insure fire and other hazards are minimized”

Public Safety/Law Enforcement and Public Safety/Fire Operations Analysis:

The requested zoning map amendment will not compromise public safety. Instead, the approval of the zoning map amendment will provide an opportunity to enhance public safety by developing a vacant site in a manner that complies with Crime Prevention through Environmental Design Guidelines. The Project, which will provide retail commercial and outdoor dining spaces at street-level along the Property's street frontages providing new “eyes on the street” that will enhance safety. The Project will also comply with all applicable fire and building safety codes.

CORONA / SOUTH TEMPE CHARACTER AREA PLAN

The Corona / South Tempe Character Area Plan provides a framework for development and redevelopment within its boundaries. The desire of the plan is to attract a mix of businesses to create activity levels and destinations, specifically destination restaurants that more neighborhood based. Also, to encourage opportunities for outdoor dining at restaurants and cafes, using these opportunities to draw walkers and cyclists from the surrounding neighborhoods. Lastly, there is a desire to provide wide variety of shopping venues, while keeping the retail scale related to the pedestrian.

A few of the Key Character Defining Elements identified in the Plan are:

- Livable – Restaurants, good shopping
- Social community gather spaces
- Energetic – outdoor oriented
- Walkable

A few of the Corona Principles identified in the Plan are:

- Encourage cafes/outdoor dining option
- Engage the pedestrian – variety of shopping venues and outdoor dining opportunities
- Retail scaled to pedestrian (not big box)

The proposed Project accomplishes many of these identified elements and principles. The Project is a pedestrian-scaled retail development with several outdoor dining courtyards and pedestrian connections to surrounding neighborhoods. It will be an energetic, walkable place for neighbors to gather.

PLANNED AREA DEVELOPMENT (PAD) OVERLAY APPROVAL CRITERIA

Pursuant to ZDC Section 6-305, the Applicant is requesting a PAD overlay to establish site-specific development standards to accommodate the development of the Project.

- A roughly 10% parking reduction is requested as stated below:
 - Retail: 1 space / 355SF (350 required)
 - Restaurant: 1 space / 83SF (75 required)
 - Outdoor Patio: 1 space / 164SF (150 required)

As discussed below, the Project satisfies the formal PAD overlay approval criteria specified by ZDC Section 6-305.D:

1. The development fulfills certain goals and objectives in the General Plan, and the principles and guidelines of other area policy plans. Performance considerations are established to fulfill those objectives.

As discussed in detail within the above planning context section, the Project is the exact type of high-quality commercial retail development envisioned by the General Plan for the Site and is consistent with the City's vision for the Corona / South Tempe Character Area.

2. Standards requested through the PAD Overlay District shall take into consideration the location and context for the site for which the project is proposed.

The Property is located in a suburban neighborhood where there is a desire for walkable commercial amenities. The parking is designed to meet the needs of the peak demand weekend hours while not overparking the site, which is not appropriate for the neighborhood scale of this corner.

3. The development appropriately mitigates transitional impacts on the immediate surroundings.

The Project's design appropriately mitigates transitional impacts on immediate surroundings, as:

- The Project's building and landscape elements are designed in the context of the place-making principles and design guidelines specified for the Site and surrounding area by the Character Plan;
- The Project's lighting will be compatible with adjoining and nearby buildings and uses;
- The Project's landscaping is designed to buffer the existing residential from the proposed development and,
- By pushing the more active buildings and patios forward to create pedestrian friendly facades and streetscapes, the site has been designed to minimize the affect onto the existing residential.

DEVELOPMENT PLAN REVIEW (DPR) APPROVAL CRITERIA

Pursuant to ZDC Section 6-306, the Applicant is requesting Development Plan Review approval for the Project's architectural drawings, including site and landscape plans, and building elevations. As discussed below, the Project is an appropriately scaled and aesthetically pleasing design that will help to revitalize and transform the vacant Site into a functional, thoughtfully designed, and attractive commercial retail development.

1. Placement, form, and articulation of buildings and structures provide variety in the streetscape.

The interconnected buildings enhance the streetscape with varied forms, materials and articulation, fostering a pedestrian-friendly environment. Patios nestled between each building offer recreational spaces with shaded areas. Building volumes, pop outs, and

shades contribute to a welcoming ambiance. Street-facing elevations maintain consistency with the frontage, complemented by screen walls.

2. *Building design and orientation, together with landscape, combine to mitigate heat gain/retention while providing shade for energy conservation and human comfort.*

Building design, orientation, and landscaping work together to effectively reduce heat gain and retention, optimizing energy conservation and enhancing human comfort. The integration of shaded areas, abundant trees, and strategic landscaping ensures a continuous, inviting pedestrian experience while mitigating heat. Additionally, careful consideration of shading for each building's windows further minimizes energy consumption, contributing to overall sustainability goals.

3. *Materials are of a superior quality, providing detail appropriate with their location and function while complementing the surroundings.*

The Project includes desert appropriate materials that are durable, aesthetically pleasing, and consistent with the surrounding context. The variety of textures provided by masonry and EIFS volumes help to breakdown the mass of the building and provide visual interest. The detailing of the ground-level of the building reinforces the pedestrian scale through the use of masonry and storefront glazing, which allows views into and out of the building along the streetscape environment.

4. *Buildings, structures, and landscape elements are appropriately scaled, relative to the site and surroundings.*

As discussed in detail in the area context section of this letter provided above, the Site is located within a suburban residential environment. The Project's building and landscape elements have been designed with the context of the area in mind. The proposed building height and area are appropriate for the area in the context of:

- The Site's location adjacent to single family residential;
- The Site's location adjacent to the church;
- The heights of buildings located in the neighborhood commercial center across Rural Road to the east;

Additionally, the proposed landscape palette along the street frontages and throughout the Site, including the outdoor patios, will also further establish and contribute to a pedestrian-friendly environment along the street frontages.

5. *Large building masses are sufficiently articulated so as to relieve monotony and create a sense of movement, resulting in a well-defined base and top, featuring an enhanced pedestrian experience at and near street level.*

The building masses are thoughtfully articulated, with each of the four buildings maintaining a consistent architectural language while expressing their individual uniqueness. Utilizing a diverse range of materials and incorporating pop-outs throughout the structures, we ensured that the buildings present engaging facades not only at their entrances but also along the surrounding streetscapes. Variations in building form and materials transitions, coupled with strategic landscaping, enhance the pedestrian experience and create an inviting atmosphere for both pedestrians and passersby.

6. *Building facades provide architectural detail and interest overall with visibility at street level (in particular, special treatment of windows, entries and walkways with particular attention to proportionality, scale, materials, rhythm, etc.) while responding to varying climatic and contextual conditions.*

The building facades are designed to offer architectural detail and visibility, ensuring a captivating streetscape. Careful attention is paid to architectural proportionality and rhythm, showing a balance between volume scale and materials usage. Thoughtful consideration is given to the placement and treatment of windows, entries, and walkways, with an emphasis on creating an inviting atmosphere while addressing climatic considerations. Storefronts are integrated into each building to enhance street-level engagement, complemented by placed shading elements for a comfortable experience. In addition to the architectural design and materiality, the inclusion of screen walls with varied materials and vine trellises adds further visual interest, enriching the overall aesthetic appeal.

7. *Plans take into account pleasant and convenient access to multi-modal transportation options and support the potential for transit patronage.*

Considering the Site's location in a suburban area of Tempe, the only forms of multi-modal transportation are walking, bicycling or the bus system along Warner Road. In order to enhance the pedestrian environment, to energize the Site's street frontage, and to further encourage the use of multi-modal transportation options, the Project will provide:

- A significant pedestrian-scale building frontage along Warner Road and Rural Road;
- Active street-level restaurant/retail, outdoor dining, and patios spaces along both frontages;
- High-quality, contemporary architecture;
- Substantial landscape (hard and soft-scape) improvements that will significantly enhance the walkability of both frontages; and,
- 38 bicycle spaces.

8. *Vehicular circulation is designed to minimize conflicts with pedestrian access and circulation, and with surrounding residential uses.*

As reflected by the site and landscape plans included as part of the Application submittal package and Project has two vehicular access drives, appropriately located at the northeast and southwest corners of the Property to minimize conflicts with pedestrian access. The Project clearly delineates on-site pedestrian walkways from driveways and parking areas to facilitate safe pedestrian movement.

9. Plans appropriately integrate Crime Prevention Through Environmental Design principles such as territoriality, natural surveillance, access control, activity support, and maintenance.

Ensuring the safety and security of patrons and employees is a top priority that has been carefully integrated into the project's design. In addition to addressing crime prevention, the landscape and lighting plans play significant roles in fostering a secure environment conducive to pedestrian safety and optimal visibility. The avoidance of long lengths of screen walls along street frontages is made possible by use of sections that are less opaque where screening is less critical.

10. Landscape accents and provides delineation from parking, buildings, driveways and pathways.

The proposed landscape and hardscape improvements along the street frontage and throughout the Site will delineate walkways from the Project's building, driveways, and parking areas to the extent possible. Appropriate trees and enhanced landscaping and hardscape materials will be provided along the street frontage and throughout the Site to further distinguish pedestrian areas from vehicular maneuvering areas. The selected landscape and hardscape materials will also create an aesthetically pleasing and comfortable environment for pedestrians passing by the Site or walking through the Project's amenity areas.

11. Signs have design, scale, proportion, location and color compatible with the design, colors, orientation and materials of the building or site on which they are located.

The Project's sign package is not included as part of the Application submittal. A comprehensive sign package will be prepared and processed for the Project at a later date. The sign package will ensure that the design, scale, proportions, location, and color of signage to be provided on the Site is compatible with the Project's design and uses, as well as adjoining and nearby uses.

12. Lighting is compatible with the proposed building(s) and adjoining buildings and uses and does not create negative effects.

All lighting sources are kept low in height keeping levels from spilling over to adjoining properties. A photometric has been run ensuring such performance.

CONCLUSION

Thompson Thrift is very excited about the opportunity to develop in this unique neighborhood of Tempe. This is a project that has been years in the development. The Project, which will provide local residents with the elements they desire: livable, social, energetic, and walkable pedestrian-scaled retail. We look forward to discussing the proposal with the community.

PLANNED AREA DEVELOPMENT OVERLAY FOR RURAL AND WARNER

A PORTION OF THE SOUTHEAST QUARTER, SECTION 15, TOWNSHIP
1 SOUTH, RANGE EAST, OF THE GILA AND SALT RIVER MERIDIAN
MARICOPA COUNTY, ARIZONA

OWNER AUTHORIZATION

BY: _____
SIGNATURE DATE

BY: _____
SIGNATURE DATE

ACKNOWLEDGEMENT

ON THIS _____ DAY OF _____, 20____ BEFORE ME, THE UNDERSIGNED,
PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIM/HERSELF TO
BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO
EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF; I HEREUNTO SET MY HAND AND OFFICIAL SEAL

BY: _____
NOTARY PUBLIC MY COMMISSION EXPIRES _____

LEGAL DESCRIPTION

LOTS 1 AND 2 OF "TALLY-HO FARMS UNIT NO. TWO", RECORDED IN
BOOK 108 OF PLAT MAPS, PAGE 39, MARICOPA COUNTY RECORDER'S
OFFICE (M.C.R.), SITUATE IN A PORTION OF THE SOUTHEAST QUARTER
OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

APPROVAL

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
TEMPE ON THIS _____ DAY OF _____, 20____.

OWNER(S):

WILLIAM FAUTSCH, ET AL. SARA TORRES
3015 S. 48TH STREET 203 E. HARRISON STREET
TEMPE, AZ 85282 GILBERT, AZ 85295

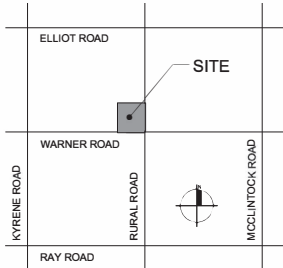
DEVELOPER:

THOMPSON THRIFT COMMERCIAL
2398 E. CAMELBACK ROAD, STE. 210
PHOENIX, AZ 85016
C/O ANDY CALL

PROJECT DATA

DEVELOPMENT STANDARDS	PCC-1 PAD PAD PROVIDED
GENERAL PLAN LAND USE	COMMERCIAL
GENERAL PLAN DENSITY	10-25 DU/AC
SITE AREA	210,791 GSF / 4.84 ACRES
BUILDING HEIGHT	35 FT
BUILDING STEPBAC	Yes
BUILDING LOT COVERAGE	50%
LANDSCAPE AREA	15%
BUILDING SETBACKS	
FRONT (Warner Road)	BLDG. - 10 ft. PRKG - 20 ft.
SIDE (West)	BLDG - 30 ft.
REAR (North)	BLDG - 30 ft.
STREET SIDE (Rural)	BLDG - 5 ft. PRKG - 20 ft.
VEHICLE PARKING QUANTITY	235
RETAIL (11,470 SF)	32 (1/355 SF)
RESTAURANT (15,900 SF)	192 (1/83 SF)
PATIO (3,300 SF LESS 300 SF PER	
TENANT (5) = 1,800 SF)	11 (1/164 SF)
BICYCLE PARKING QUANTITY	38
USES	
TOTAL SQUARE FOOTAGE	27,370 GSF
RETAIL (11,470 SF)	11,470 GSF
RESTAURANT (15,900 SF)	15,900 GSF

SITE VICINITY MAP



CONDITIONS OF APPROVAL: PAD240010

GENERAL NOTES

- Please see the Parking Analysis and Management Study dated April 25, 2024 for justification of reduction in parking requirements.

DS240035

PAD240010

REC24094



Butler Design Group Inc.
architects & planners
5013 East Washington St. #100
Phoenix, Arizona 85034
Phone 602-957-1800



PRELIMINARY
NOT FOR
CONSTRUCTION

RURAL AND WARNER
862 East Warner Road
Tempe, Arizona

SITE PACK.

Case # 00-000-00000
Plan Check # 000-0000
Date: 06-17-2024

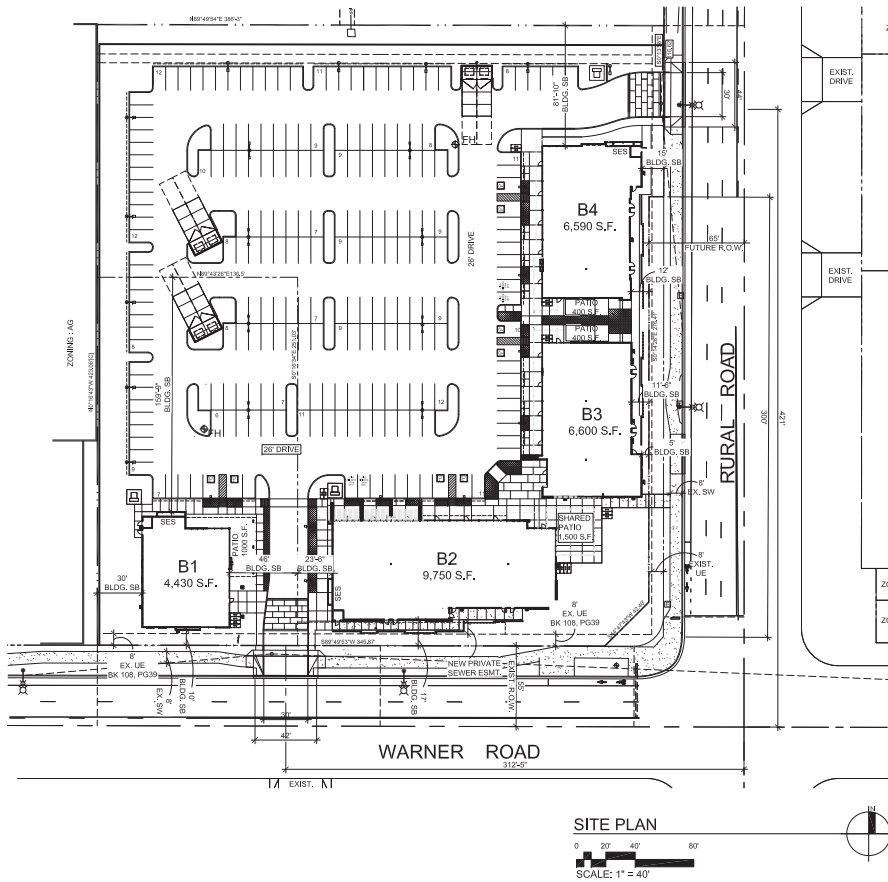
Revisions:

Project Number: 19109.000

Drawn By:

Title:

PLANNED AREA DEVELOPMENT OVERLAY FOR RURAL AND WARNER SITE PLAN



DEVELOPMENT STANDARDS	EXISTING AG	ZDC STANDARDS FOR PCC-1	PROPOSED PCC-1 PAD
	TABLE 4-202A	TABLE 4-203A	
GENERAL PLAN LAND USE	COMMERCIAL	COMMERCIAL	COMMERCIAL
GENERAL PLAN DENSITY	10-25 DU/AC	15 DU/AC	15 DU/AC
SITE AREA	210,791 GSF / 4.84 acres	210,791 GSF / 4.84 acres	210,791 GSF / 4.84 acres
LOT 1			41,739 GSF / 0.96 acres
LOT 2			166,052 GSF / 3.88 acres
BUILDING HEIGHT	30 ft.	35 ft.	35 ft.
BUILDING STEPBACK	No	Yes	Yes
BUILDING LOT COVERAGE	25%	50%	50%
LOT 1	25%	50%	50%
LOT 2	25%	50%	50%
LANDSCAPE AREA	NA	15%	15%
LOT 1	NA	15%	15%
LOT 2	NA	15%	15%
BUILDING SETBACKS			
FRONT (Warner Road)	40 ft.	BLDG - 0 ft., PRKG - 20 ft.	BLDG - 10 ft., PRKG - 20 ft.
SIDE (West)	20 ft.	BLDG - 30 ft.	BLDG - 30 ft.
REAR (North)	35 ft.	BLDG - 30 ft.	BLDG - 30 ft.
STREET SIDE (Rural)	25 ft.	BLDG - 0 ft., PRKG - 20 ft.	BLDG - 5 ft., PRKG - 20 ft.
VEHICLE PARKING QUANTITY	NA	264	235
RETAIL (11,470 SF)	NA	38 (1/300 SF)	32 (1/355 SF)
RESTAURANT (15,900 SF)		214 (1/75 SF)	192 (1/83 SF)
PATIO (3,300 SF LESS 300 SF PER TENANT (5) = 1,800 SF)		12 (1/150 SF)	11 (1/164 SF)
BICYCLE PARKING QUANTITY	NA	19	38
RETAIL (11,470 SF)		2 (1/10,000 SF)	
RESTAURANT (15,900 SF)		16 (1/1,000 SF)	
PATIO (3,300 SF LESS 300 SF PER TENANT (5) = 1,800 SF)		1 (1/2,000 SF)	
USES	NA		
TOTAL SQUARE FOOTAGE	NA	27,370 GSF	27,370 GSF

DS240035

PAD240010

REC24094

REC24094

PAD240010

DS240035

RURAL AND WARNER
862 East Warner Road
Tempe, Arizona

SITE PACK.

Case #: 00-000-00000
Plan Check #: 000-0000
Date: 07-19-2024

Revisions:

Project Number: 19109.000

Drawn By:

Title:

KEYED NOTES

- * KEYNOTES ARE TYPICAL THROUGHOUT
1. ADHESIVE PAVING
 2. TRASH ENCLOSURE PER CITY OF TEMPE DETAIL 06 116 (SEE SHEET, SITE DETAILS 85001)
 3. EXISTING RESIDENTIAL CMU WALL
 4. NEW 8" HIGH CMU WALL
 5. LANDSCAPE ISLANDS MIN. 7'-0" WIDE OUTSIDE
 6. FIRE TURN ARCS, 100' RADIUS 40' OUTSIDE
 7. 8" BACK COMPARTMENT TO 1/8" STANDARD DETAIL (SEE SHEET, SITE DETAILS 85001)
 8. EXISTING SIDEWALK TO BE REPAIRED AS NEEDED
 9. 2'-0" HIGH MIN. PARKING SCREEN WALL
 10. DECORATIVE PAVING AT ALL DRIVEWAY ENTRIES TYP.
 11. EXISTING ENTRY DRIVE TO COMPLY WITH T-300 STANDARD DETAIL TYP.
 12. NEW ENTRY DRIVE PER T-300 STANDARD DETAIL TYP.
 13. EXISTING BUS STOP W/SHOULDER
 14. ADA ACCESS ROUTE ---
 15. SERVICE SCREENING AS REQUIRED
 16. CARBONATED CONCRETE PARKING
 17. 12" HIGH PEDESTRIAN LIGHT POLE TYP.
 18. 18" HIGH DECORATIVE ENTRY LIGHT POLE TYP.
 19. 18" HIGH PARKING LIGHT POLE TYP. NOTE: ALL PERIMETER FIXTURES SHALL HAVE SHIELDS WHEN ADJACENT TO RESIDENTIAL
 20. VISIBILITY TRIANGLE
 21. TRANSFORMER
 22. IRRIGATION GATE BOX EX. PIP. DOOR: 1987-04-1332
 23. FIRE HYDRANT
 24. OFF-SITE FIRE HYDRANT
 25. EXISTING STREET LIGHT POLE
 26. EXISTING TRAFFIC SIGNAL
 27. EXISTING STREET LIGHT POLE TO BE MOVED
 28. 7" CURB
 29. CANOPY ABOVE

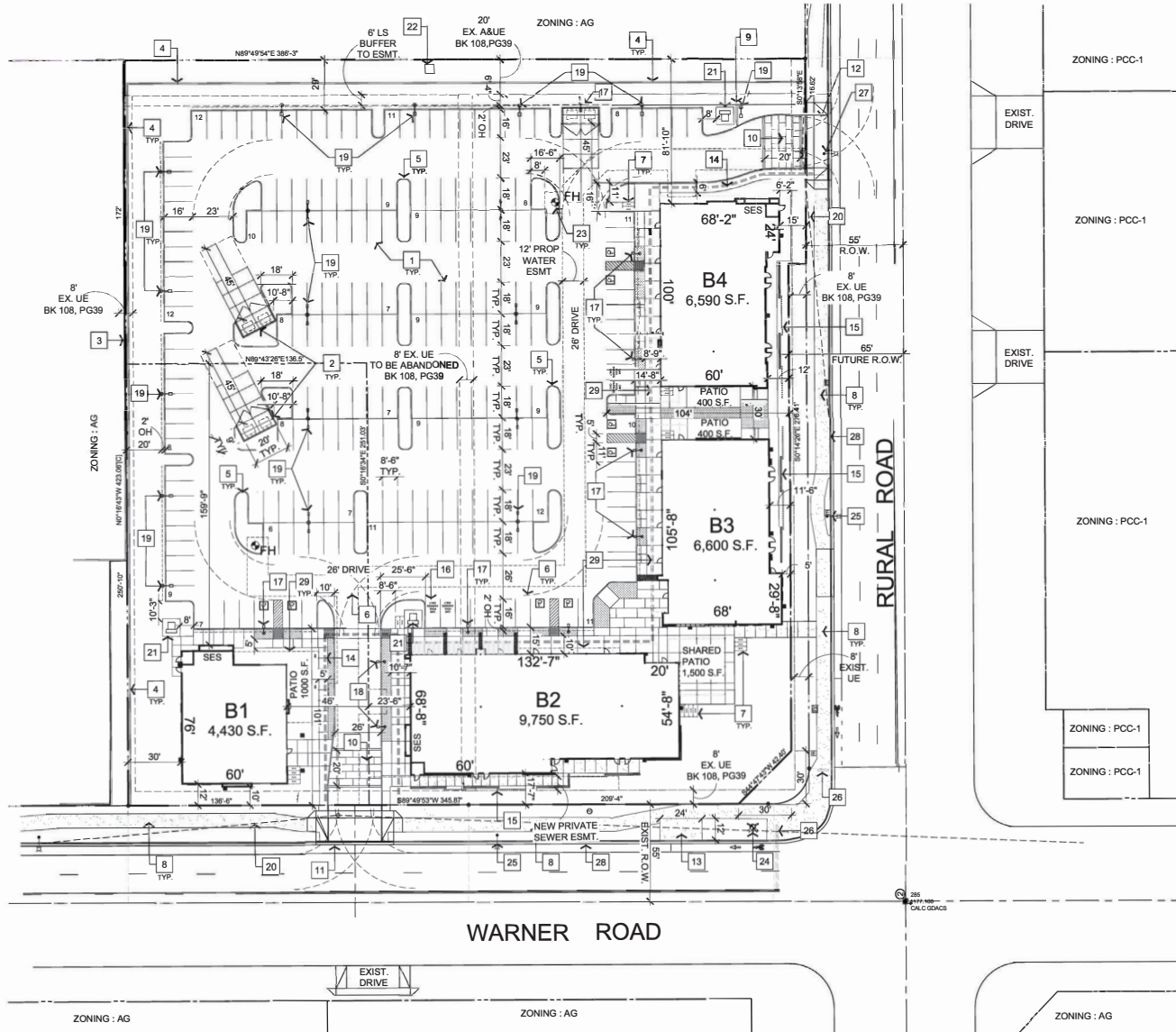
PROJECT TEAM

Developer
Thompson Thrift Commercial
2388 E. Camelback Rd. Ste. 210
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acall@thompsonthrift.com

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justin.evinger@elevationce.com

Landscape Architect
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2901 E. Highland Ave.
Phoenix, Arizona 85016
Contact: Aaron Hillman
Ph: (480) 688-2001
aaron@hillmanworkshop.com



PROJECT DATA - OVERALL

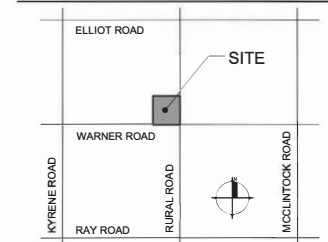
Existing Zoning:	AG
Proposed Zoning:	PCC-1
APNs(s):	301-52-013, 301-52-012B, 301-52-012A
Gross Site Area:	210,791 S.F. (4.84 AC.)
Net Site Area:	159,797 S.F. (3.67 AC.)
Lot 1 Gross Site Area	41,739 S.F. (0.96 AC.)
Lot 2 Gross Site Area	169,052 S.F. (3.88 AC.)
Building Area:	27,370 S.F.
Proposed Building Height (35' Max. Allowed):	26 feet max.
Bldg. Type:	TYPE VB
Building Area % Coverage (50% Max. Allowed):	17.1%
Landscape Area:	34,616 S.F.
Landscape Area % Coverage (15% Min. Allowed):	21.6%
Setbacks	
Front (Warner Rd. 0'-0")	10'-0"
Front Parking (Warner Rd. 20'-0")	101'-0"
Street Side (Rural Rd. 0'-0")	5'-0"
Street Side Parking (Rural Rd. 20'-0")	104'-0"
Side Building (North 30'-0")	30'-0"
Rear Building (West 30'-0")	86'-0"

Parking Required

B1 4,430 S.F. (100% Restaurant)	
Restaurant - 4,430 S.F. @ 1:75 S.F.:	59.0 Spaces
Patio (1 Tenant)	
1,000 S.F. - 300 S.F. @ 1:150 S.F.:	4.7 Spaces
B2 9,750 S.F. (50% Restaurant / 50% Retail)	
Retail - 4,875 S.F. @ 1:300 S.F.:	16.3 Spaces
Restaurant - 4,875 S.F. @ 1:75 S.F.:	65.0 Spaces
Patio (1 Tenant)	
750 S.F. - 300 S.F. @ 1:150 S.F.:	3 Spaces
B3 6,600 S.F. (50% Restaurant / 50% Retail)	
Retail - 3,300 S.F. @ 1:300 S.F.:	11.0 Spaces
Restaurant - 3,300 S.F. @ 1:75 S.F.:	44.0 Spaces
Patio (2 Tenant)	
1,150 S.F. - 300 S.F. (per tenant) @ 1:150 S.F.:	3.6 Spaces
B4 6,590 S.F. (50% Restaurant / 50% Retail)	
Retail - 3,295 S.F. @ 1:300 S.F.:	11.0 Spaces
Restaurant - 3,295 S.F. @ 1:75 S.F.:	43.9 Spaces
Patio (1 Tenant)	
400 S.F. - 300 S.F. @ 1:150 S.F.:	0.6 Spaces
Total Parking Required:	252.1 Spaces
Parking Provided:	*235 Spaces
Parking Ratio (NIC Ratio):	8.6 / 1,000 S.F.
ADA Parking Required:	7 Spaces
ADA Parking Provided:	8 Spaces
Bicycling Parking Required:	19 Spaces
Bicycling Parking Provided:	38 Spaces

* NOTE: A PARKING ANALYSIS WILL BE PROVIDED BASED ON ALLOWED CITY OF TEMPE REDUCTIONS UNDER THE PARKING MANAGEMENT STRATEGIES PROGRAM

VICINITY MAP



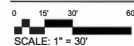
RURAL and WARNER

Proposed Specialty Retail Center

Tempe, Arizona



SITE PLAN



Project No.: 19109-ST18

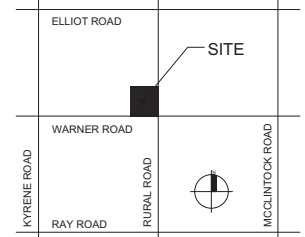
Issue Date: 07-19-2024

TITLE: SITE PLAN

SP001



VICINITY MAP



PLANT PALETTE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SIZE	COMMENTS
TREES					
	Acacia aneura	Mulga	36" Box 1.5' Cal.	6	Single-Trunk Full Canopy
	Acacia salicina	Willow Acacia	36" Box 1.5' Cal.	20	Single-Trunk Full Canopy
	Dalbergia sissoo	Sissoo	36" Box 1.5' Cal.	4	Single-Trunk Full Canopy
	Olea 'Swan Hill'	'Swan Hill' Olive	36" Box 1.5' Cal.	5	Multi-Trunk Full Canopy
	Olneya tesota	Ironwood	36" Box 1.5' Cal.	5	Single-Trunk Full Canopy
	Pistacia 'Red Push'	'Red Push' Pistache	36" Box 1.5' Cal.	25	Single-Trunk Full Canopy
	Quercus virginiana	Southern Live Oak	36" Box 1.5' Cal.	28	Single-Trunk Full Canopy
	Ulmus parvifolia	Evergreen Elm	24" Box 1' Cal.	20	Single-Trunk Full Canopy
ACCENTS					
	Aloe Vera	Aloe (Yellow Flower)	5 Gal.	70	As Per Plan
	Muhlenbergia 'Nashville'	'Nashville' Grass	5 Gal.	104	As Per Plan
	Hesperaloe 'Brake Lights'	'Brake Lights' Red Yucca	5 Gal.	109	As Per Plan
	Pedicularis bracteatus	Tall Slipper Plant	5 Gal.	3	As Per Plan
VINES					
	Bignonia 'Tangerine Beauty'	'Tangerine Beauty' Creeping Fig	5 Gal.	12	As Per Plan
	Ficus pumila	'Hacienda Creeper' Vine	5 Gal.	10	As Per Plan
SHRUBS					
	Bougainvillea 'Torch Glow'	'Torch Glow' Bougainvillea	5 Gal.	63	As Per Plan
	Callistemon 'Little John'	'Little John' Bottlebrush	5 Gal.	26	As Per Plan
	Dodonaea viscosa	Hopgood Bush	5 Gal.	39	As Per Plan
	Eremophila hydropaphana	Blue Bells	5 Gal.	22	As Per Plan
	Leucophyllum langmaniae	'Lynns Legacy' Sage	5 Gal.	130	As Per Plan
	Leucophyllum langmaniae	'Rio Bravo' Sage	5 Gal.	180	As Per Plan
	Myrica communis 'Compacta'	Dwarf Myrtle	5 Gal.	82	As Per Plan
	Olea 'LJ Olive'	'LJ Olive' Olive	5 Gal.	160	As Per Plan
	Ruellia peninsularis	Baja Ruellia	5 Gal.	69	As Per Plan
	Ruellia equisetiformis	Coral Bush	5 Gal.	112	As Per Plan
	Tecoma 'Orange Jubilee'	'Orange Jubilee' Tecoma	5 Gal.	10	As Per Plan
GROUND COVERS/VINES					
	Aloe 'Blue Elf'	'Blue Elf' Aloe	1 Gal.	229	As Per Plan
	Eriophora 'Outback Sunrise'	'Outback Sunrise' Candella	1 Gal.	111	As Per Plan
	Euphorbia andysiphilitica	New Gold Lantana	1 Gal.	45	As Per Plan
	Lantana hybrid 'New Gold'	Germander	1 Gal.	18	As Per Plan
	Teucrium chamaedrys	'Upright' Rosemary	1 Gal.	123	As Per Plan
MISCELLANEOUS					
	Decomposed Granite- 1/2" Screened 'Mahogany Brown'	2" depth in all planting areas			

Top dress planting areas with a rock or decomposed granite application. Provide rock or decomposed granite of 2" uniform thickness. Provide pre-emergence weed control application and do not underlay rock or decomposed granite application with plastic.

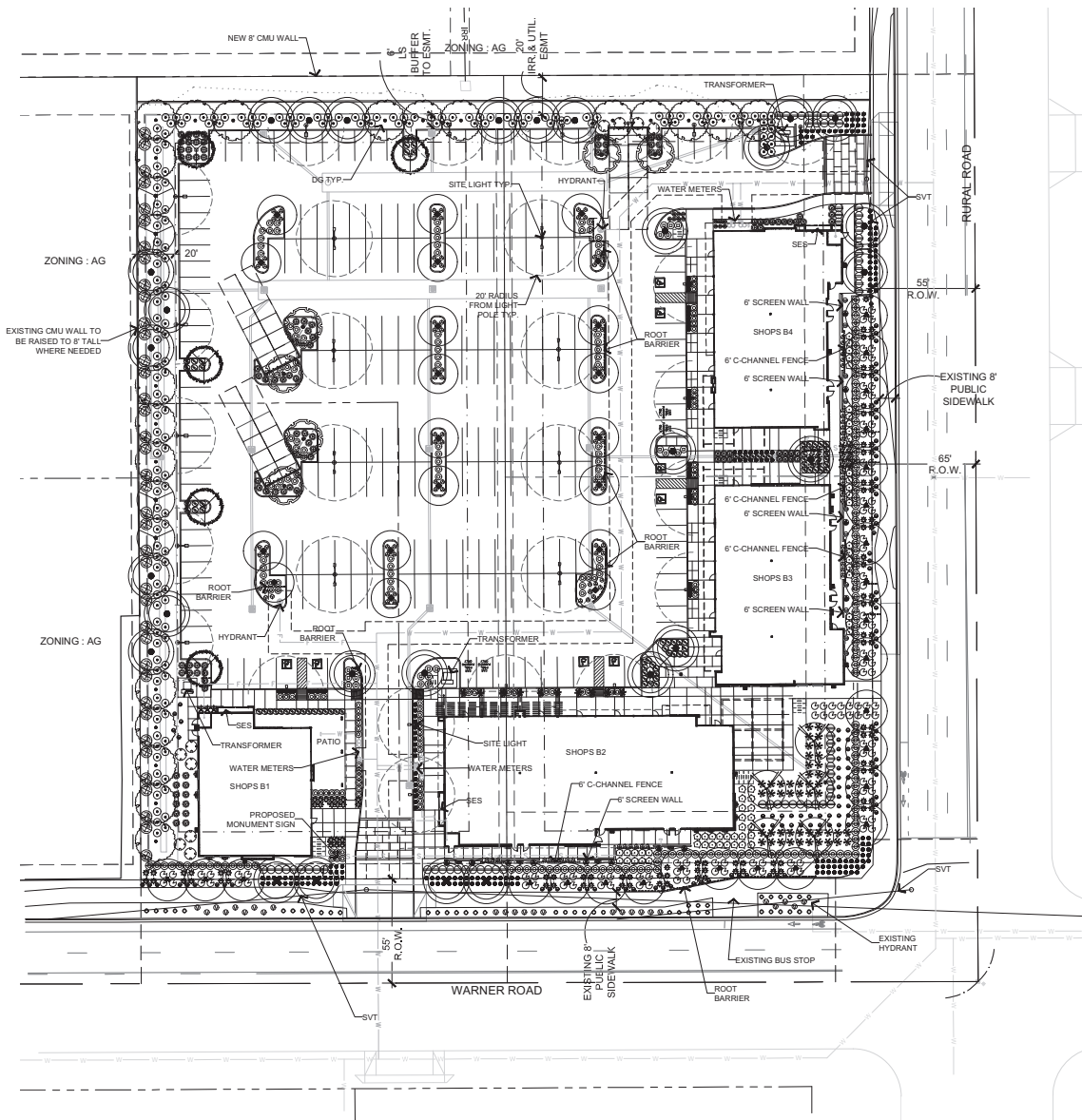
ROOT BARRIER - Any tree with in 18" of water or sewer line must be accompanied by a root barrier offset a minimum of 6" from water or sewer line. root barrier must be a minimum of 38" thick, installed 2" above grade to a depth of 8' below grade.

MATURE LANDSCAPE NOTE

Mature Vegetative Groundcover Along Street Frontages - 68% Coverage

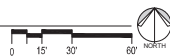
CITY OF TEMPE NOTES

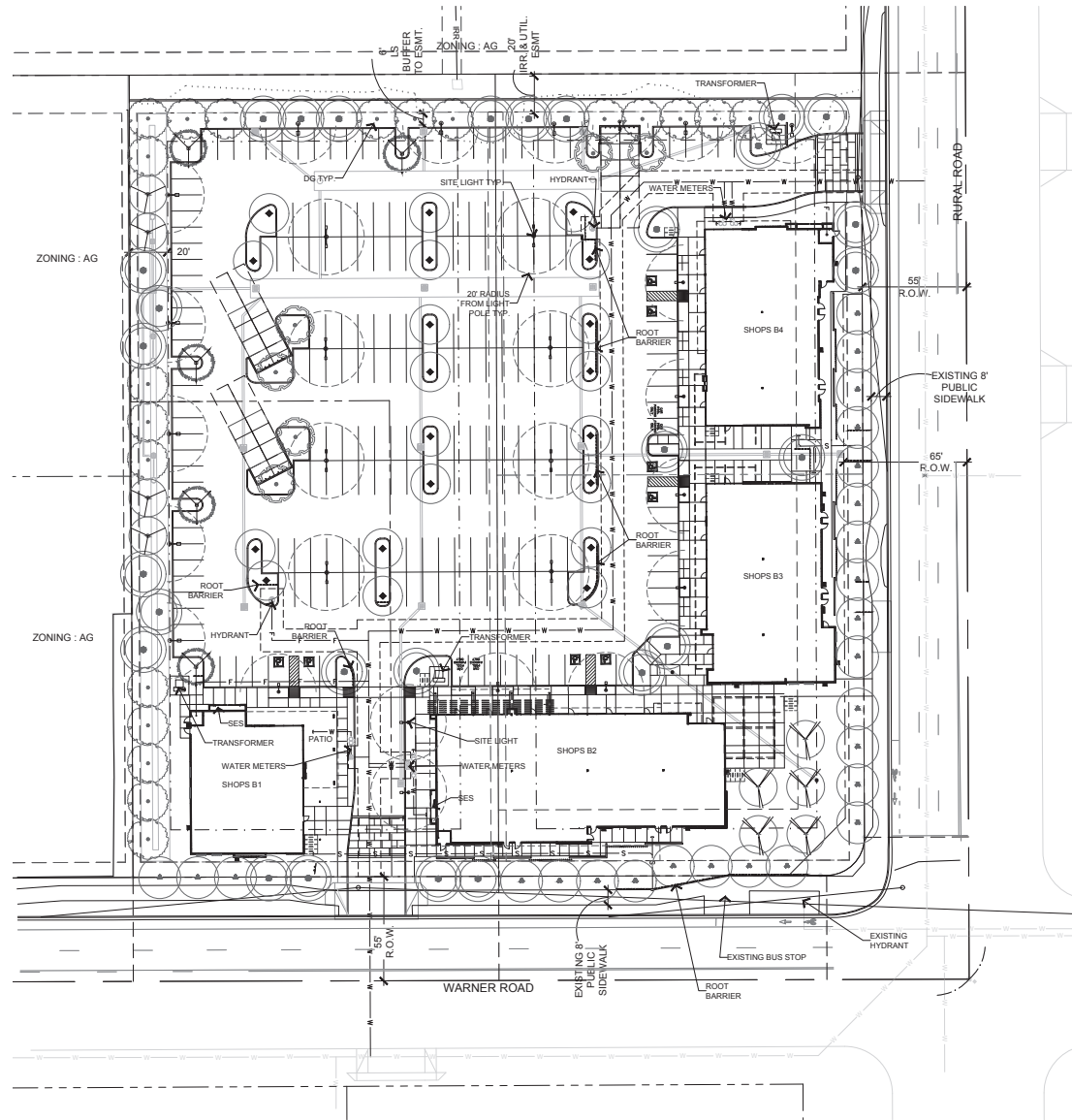
- NO RIVER ROCK PERMITTED UNLESS 2/3 OF EACH STONE IS EMBEDDED IN CONCRETE.
- 2" MATURE PLANT HEIGHT WITHIN 6' OF PAVING AND WITHIN SIGHT TRIANGLES.
- 3" MATURE PLANT HEIGHT WITHIN 6'-12' OF PAVING.
- CONTRACTOR TO DE-COMPACT SOIL IN PLANTING AREAS ON SITE AND IN PUBLIC RIGHT OF WAY AND REMOVE CONSTRUCTION DEBRIS FROM PLANTING AREAS PRIOR TO LANDSCAPE INSTALLATION.
- TOP DRESS PLANTING AREAS WITH A ROCK OR DECOMPOSED GRANITE APPLICATION. PROVIDE ROCK OR DECOMPOSED GRANITE OF 2" UNIFORM THICKNESS. PROVIDE PRE-EMERGENCE WEED CONTROL APPLICATION AND DO NOT UNDERLAY ROCK OR DECOMPOSED GRANITE APPLICATION WITH PLASTIC.



Landscape Plan

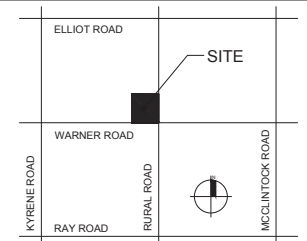
SCALE: 1"=30'-0"





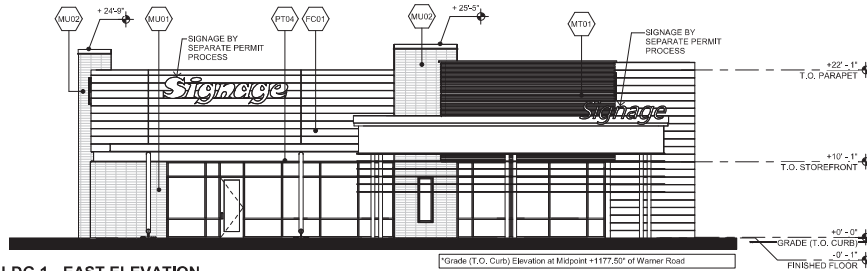
Tree and Utility Plan
SCALE: 1"=30'-0"

VICINITY MAP

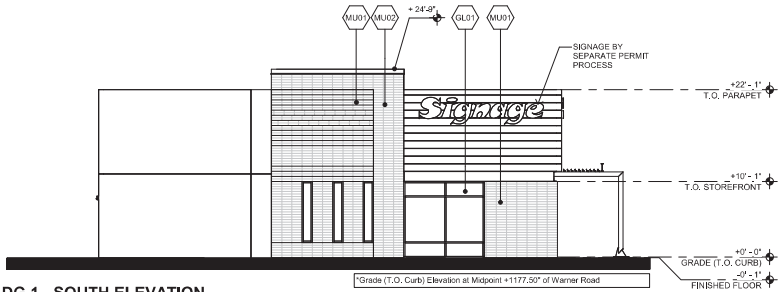


PLANT PALETTE

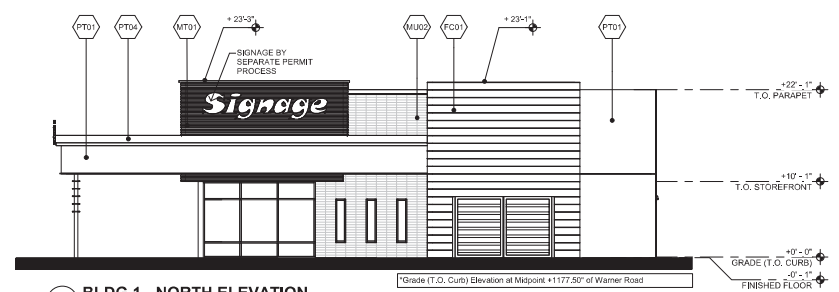
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SIZE	COMMENTS
TREES					
	<i>Acacia aneura</i>	Mulga	36" Box 1.5' Cal.	6	Single-Trunk Full Canopy
	<i>Acacia salicina</i>	Willow Acacia	36" Box 1.5' Cal.	20	Single-Trunk Full Canopy
	<i>Dalbergia sissoo</i>	Sissoo	36" Box 1.5' Cal.	4	Single-Trunk Full Canopy
	<i>Olea 'Swan Hill'</i>	'Swan Hill' Olive	36" Box 1.5' Cal.	5	Multi-Trunk Full Canopy
	<i>Olneya tesota</i>	Ironwood	36" Box 1.5' Cal.	5	Single-Trunk Full Canopy
	<i>Platanus 'Red Push'</i>	'Red Push' Platane	36" Box 1.5' Cal.	25	Single-Trunk Full Canopy
	<i>Quercus virginiana</i>	Southern Live Oak	36" Box 1.5' Cal.	28	Single-Trunk Full Canopy
	<i>Ulmus parvifolia</i>	Evergreen Elm	24" Box 1' Cal.	20	Single-Trunk Full Canopy



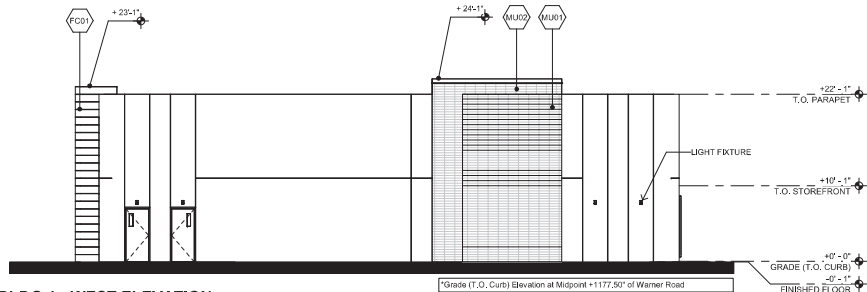
1 BLDG 1 - EAST ELEVATION
SCALE: 1/8" = 1'-0"



3 BLDG 1 - SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

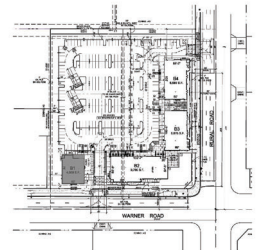


2 BLDG 1 - NORTH ELEVATION
SCALE: 1/8" = 1'-0"



4 BLDG 1 - WEST ELEVATION
SCALE: 1/8" = 1'-0"

MATERIAL FINISH SCHEDULE					
MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
GL01	INSULATED GLASS	CLEAR	TBD	GUARDIAN SINGUARDIAN	
MASONRY					
MU01	4x4x16 BRICK STACKED BOND VENEER	ARTIC WHITE	SUPER ATLAS	INTERSTATE BRICK	
MU02	8x4x16 BRICK STACKED BOND VENEER	SMOKEY MOUNTAIN	SUPER ATLAS	INTERSTATE BRICK	
MU03	8x2x16 CMU STACKED BOND	HUNTINGTON GRAY	MESASTONE	COLD CASTLE SUPERLITE	
METAL					
MT01	METAL PANEL	SPECKLED RUST	TBD	WESTERN STATES METAL ROOFING	
MT02	ALUMINUM STOREFRONT SYSTEM	CLEAR ANODIZED	TBD	TBD	
PAINT					
FC01	PAINTED FIBER CEMENT	FOGGY DAY	DE6226 - LRV 71	DUNN EDWARDS	
PT01	EXTERIOR PAINT	BARNWOOD GRAY	DE1625 - LRV 31	DUNN EDWARDS	
PT02	EXTERIOR PAINT	WEATHERED BLUE	DE1560 - LRV 27	DUNN EDWARDS	
PT03	PAINTED METALS / PAINTED EPS	DARK SEPIA	DE6138 - LRV 26	DUNN EDWARDS	
PT04	PAINTED METALS	CHARCOAL SKETCH	DE1625 - LRV 11	DUNN EDWARDS	



RURAL and WARNER

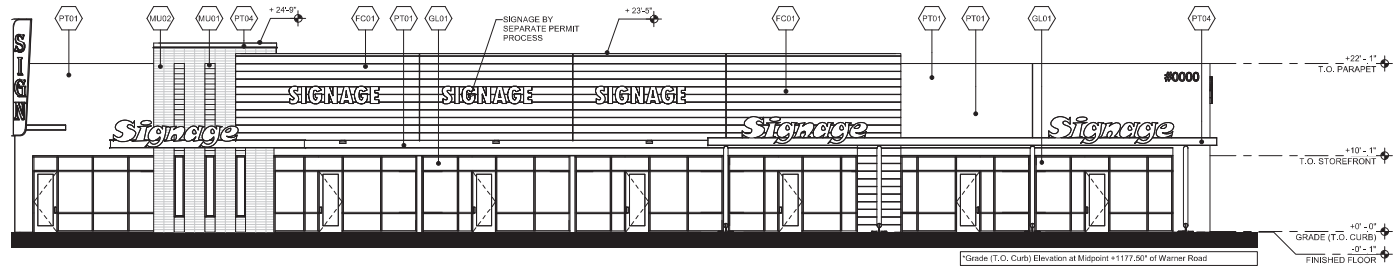
Proposed Specialty Retail Center
Tempe, Arizona



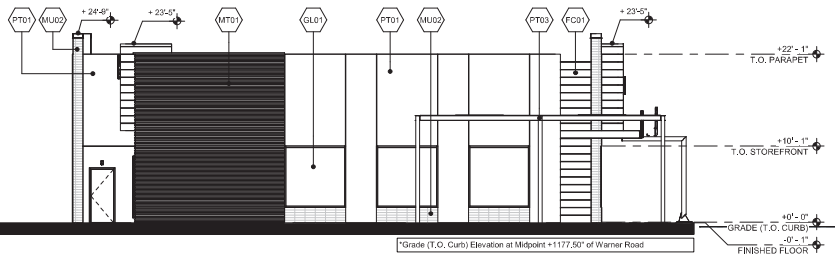
Project No.: 19109
Issue Date: 06/17/2024
Title: ELEVATIONS

BWE-01

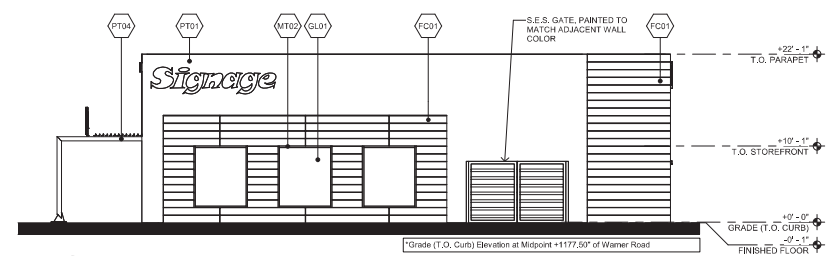




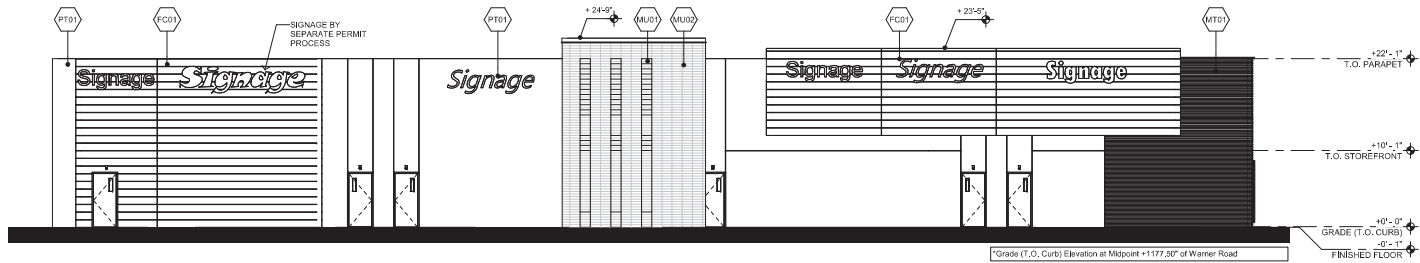
1 BLDG 2 - NORTH ELEVATION
SCALE: 1/8" = 1'-0"



2 BLDG 2 - EAST ELEVATION
SCALE: 1/8" = 1'-0"

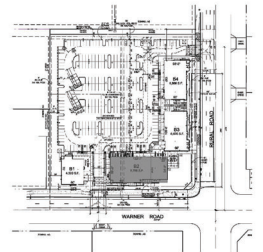


3 BLDG 2 - WEST ELEVATION
SCALE: 1/8" = 1'-0"



4 BLDG 2 - SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

MATERIAL FINISH SCHEDULE					
MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
GL01	INSULATED GLASS	CLEAR	TBD	GUARDIAN SUNGUARDIAN	
MASONRY					
MU01	4x16 BRICK STACKED BOND VENEER	ARTIC WHITE	SUPER ATLAS	INTERSTATE BRICK	
MU02	4x16 BRICK STACKED BOND VENEER	SMOKEY MOUNTAIN	SUPER ATLAS	INTERSTATE BRICK	
MU03	8x8x16 CMU STACKED BOND	HUNTINGTON GRAY	MESASTONE	OLD CASTLE SUPERLITE	
METAL					
MT01	METAL PANEL	SPECKLED RUST	TBD	WESTERN STATES METAL ROOFING	
MT02	ALUMINUM STOREFRONT SYSTEM	CLEAR ANODIZED	TBD	TBD	
PAINT					
FC01	PAINTED FIBER CEMENT	FOGGY DAY	DE0228 - LRV 71	DUNN EDWARDS	
PT01	EXTERIOR PAINT	BARNWOOD GRAY	DET620 - LRV 31	DUNN EDWARDS	
PT02	EXTERIOR PAINT	WEATHERED BLUE	DET660 - LRV 27	DUNN EDWARDS	
PT03	PAINTED METALS / PAINTED EPS	DARK SEPIA	DET138 - LRV 26	DUNN EDWARDS	
PT04	PAINTED METALS	CHARCOAL SKETCH	DET628 - LRV 11	DUNN EDWARDS	



RURAL and WARNER

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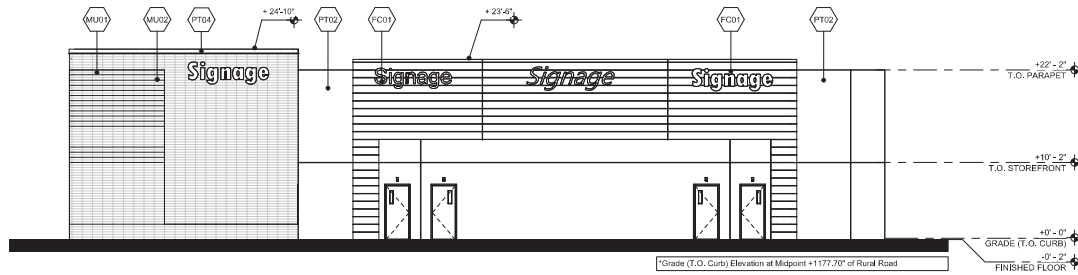


Project No.: 19109
Issue Date: 06/17/2024

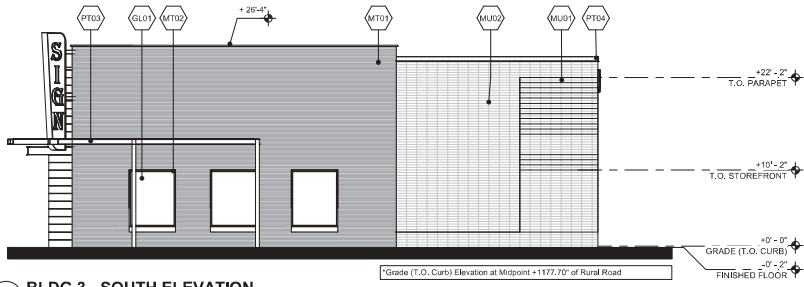
TITLE: ELEVATIONS
BWE-02



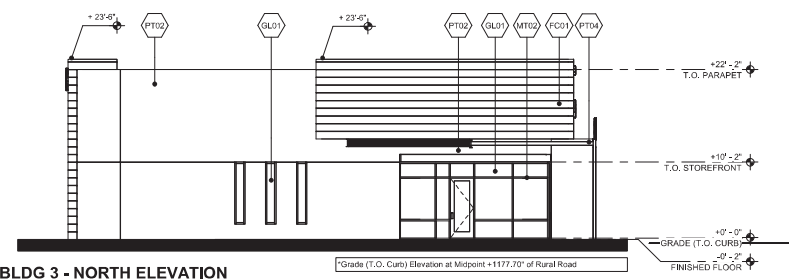
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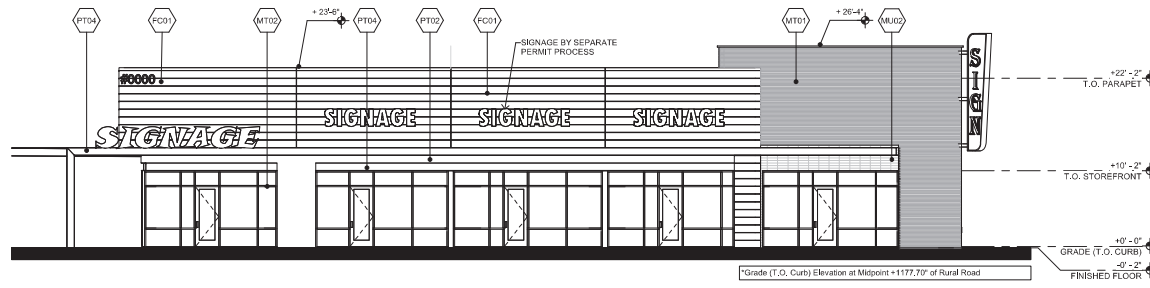
1 BLDG 3 - EAST ELEVATION
SCALE: 1/8" = 1'-0"



2 BLDG 3 - SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

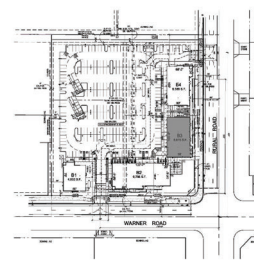


3 BLDG 3 - NORTH ELEVATION
SCALE: 1/8" = 1'-0"



4 BLDG 3 - WEST ELEVATION
SCALE: 1/8" = 1'-0"

MATERIAL FINISH SCHEDULE					
MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
GL01	INSULATED GLASS	CLEAR	TBD	GUARDIAN SUNGUARDIAN	
MASONRY					
MU01	4x4x16 BRICK STACKED BOND VENEER	ARTIC WHITE	SUPER ATLAS	INTERSTATE BRICK	
MU02	4x4x16 BRICK STACKED BOND VENEER	SMOKEY MOUNTAIN	SUPER ATLAS	INTERSTATE BRICK	
MU03	6x6x16 CMU STACKED BOND	HUNTINGTON GRAY	MESASTONE	OLD CASTLE SUPERLITE	
METAL					
MT01	METAL PANEL	SPECKLED RUST	TBD	WESTERN STATES METAL ROOFING	
MT02	ALUMINUM STOREFRONT SYSTEM	CLEAR ANODIZED	TBD		
PAINT					
FC01	PAINTED FIBER CEMENT	FOGGY DAY	DE626 - LRV 71	DUNN EDWARDS	
PT01	EXTERIOR PAINT	BARNWOOD GRAY	DE160 - LRV 31	DUNN EDWARDS	
PT02	EXTERIOR PAINT	WEATHERED BLUE	DE190 - LRV 27	DUNN EDWARDS	
PT03	PAINTED METALS / PAINTED EIFS	DARK SEPIA	DE138 - LRV 28	DUNN EDWARDS	
PT04	PAINTED METALS	CHARCOAL SKETCH	DE1626 - LRV 11	DUNN EDWARDS	



RURAL and WARNER

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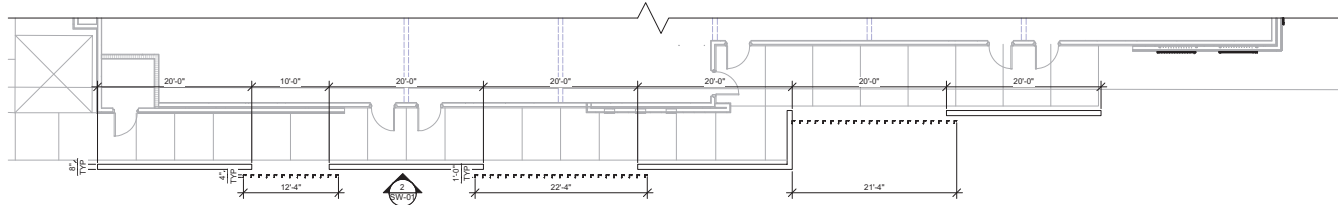


Project No.: 19109
Issue Date: 06/17/2024

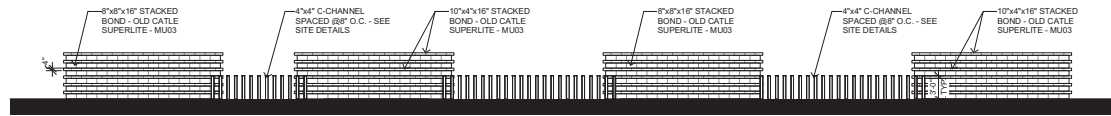
Title: ELEVATIONS
BWE-03



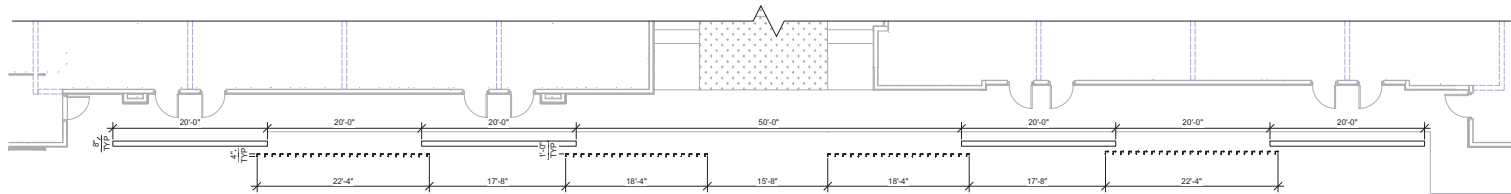




1 SITE WALL PLAN VIEW @ WARNER ROAD
SCALE: 1/8" = 1'-0"



2 SITE WALL ELEVATION @ WARNER ROAD
SCALE: 1/8" = 1'-0"



3 SITE WALL PLAN VIEW @ RURAL ROAD
SCALE: 1/8" = 1'-0"



4 SITE WALL ELEVATION @ RURAL ROAD
SCALE: 1/8" = 1'-0"

RURAL and WARNER

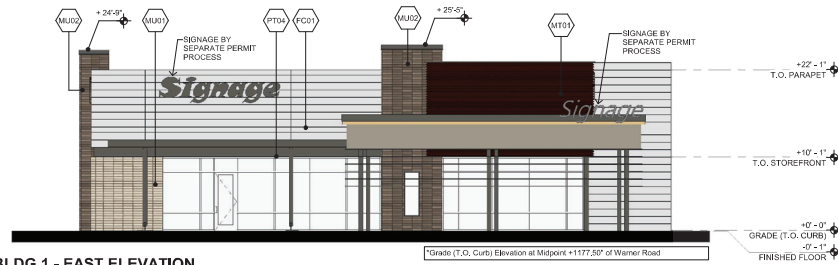
Proposed Specialty Retail Center
Tempe, Arizona



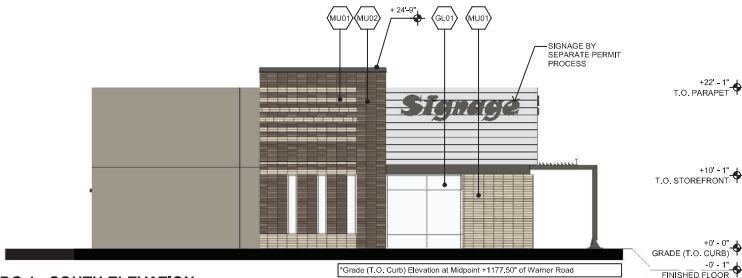
Project No.: 19109
Issue Date: 06/17/2024
Title: SITE WALLS

SW-01

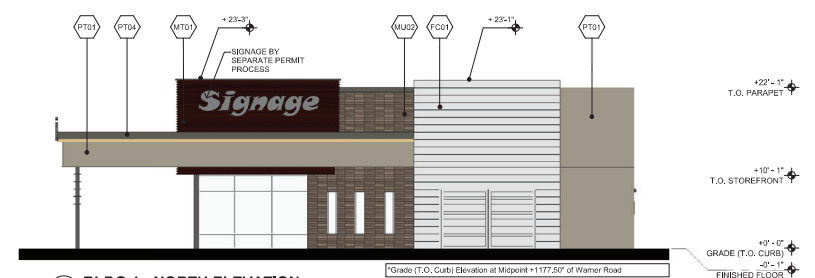




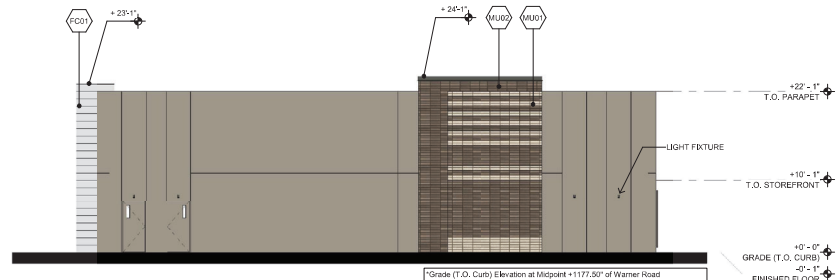
1 BLDG 1 - EAST ELEVATION
SCALE: 1/8" = 1'-0"



3 BLDG 1 - SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

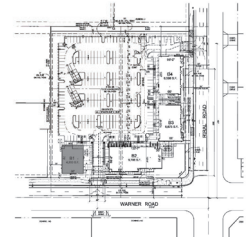


2 BLDG 1 - NORTH ELEVATION
SCALE: 1/8" = 1'-0"



4 BLDG 1 - WEST ELEVATION
SCALE: 1/8" = 1'-0"

MATERIAL FINISH SCHEDULE					
MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
GL01	INSULATED GLASS	CLEAR	TBD	GUARDIAN SUNGUARDIAN	
MASONRY					
MU01	4x4x16 BRICK STACKED BOND VENEER	ARTIC WHITE	SUPER ATLAS	INTERSTATE BRICK	
MU02	4x4x16 BRICK STACKED BOND VENEER	SMOKEY MOUNTAIN	SUPER ATLAS	INTERSTATE BRICK	
MU03	8x8x16 CMU STACKED BOND	HUNTINGTON GRAY	MESASTONE	COLD CASTLE SUPERLITE	
METAL					
MT01	METAL PANEL	SPECKLED RUST	TBD	WESTERN STATES METAL ROOFING	
MT02	ALUMINUM STOREFRONT SYSTEM	CLEAR ANODIZED	TBD	TBD	
PAINT					
FG01	PAINTED FIBER CEMENT	FOGGY DAY	DE6226 - LRV 71	DUNN EDWARDS	
PT01	EXTERIOR PAINT	BARNWOOD GRAY	DE1609 - LRV 21	DUNN EDWARDS	
PT02	EXTERIOR PAINT	WEATHERED BLUE	DE1560 - LRV 27	DUNN EDWARDS	
PT03	PAINTED METALS / PAINTED EPS	DARK SEPIA	DE6138 - LRV 26	DUNN EDWARDS	
PT04	PAINTED METALS	CHARCOAL SKETCH	DE1628 - LRV 11	DUNN EDWARDS	



RURAL and WARNER

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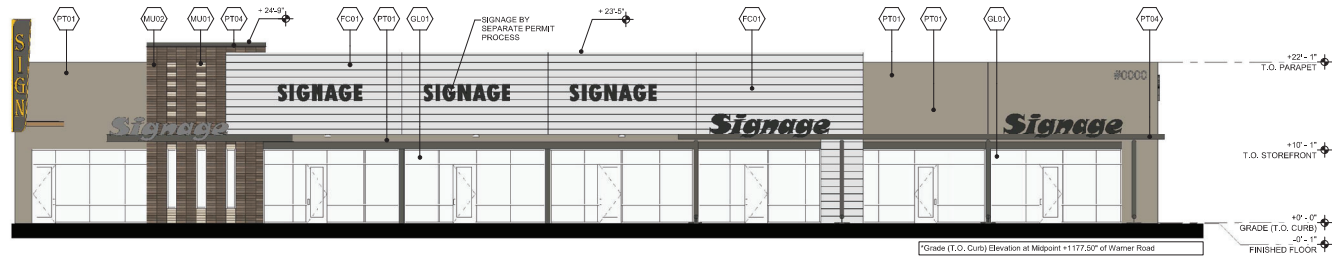
Issue Date: 06/17/2024

Title: COLOR ELEVATIONS

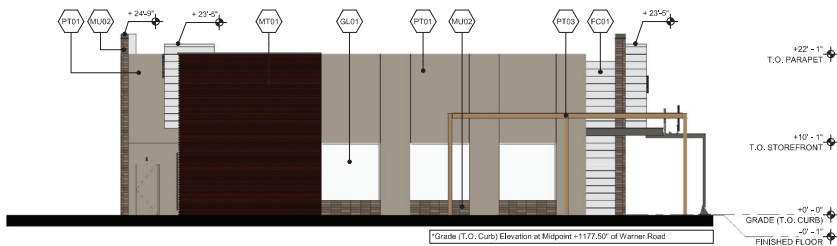
CLE-01



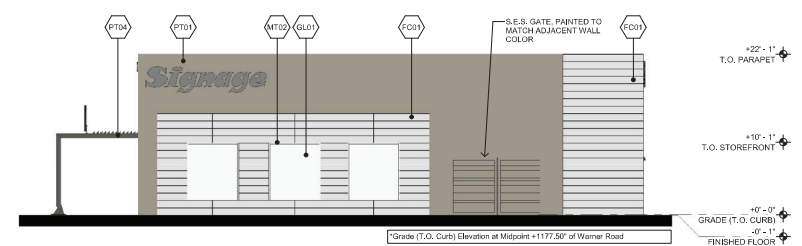
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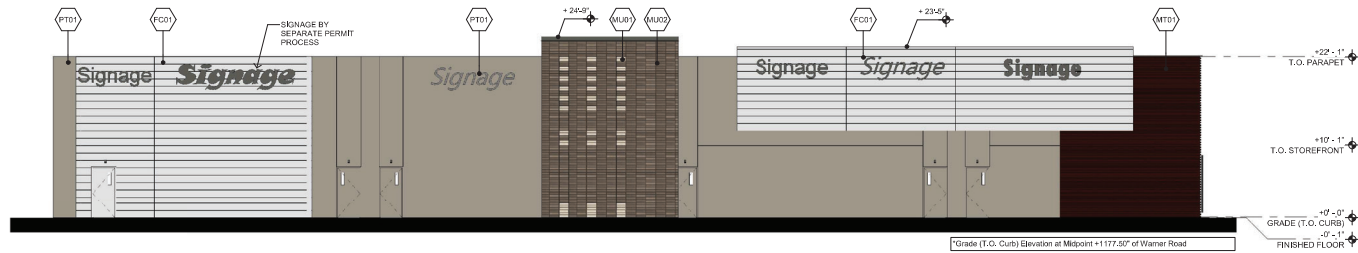
1 BLDG 2 - NORTH ELEVATION
SCALE: 1/8" = 1'-0"



2 BLDG 2 - EAST ELEVATION
SCALE: 1/8" = 1'-0"

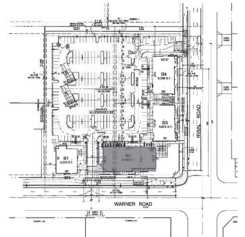


3 BLDG 2 - WEST ELEVATION
SCALE: 1/8" = 1'-0"



4 BLDG 2 - SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

MATERIAL FINISH SCHEDULE					
MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
GL01	INSULATED GLASS	CLEAR	TBD	GUARDIAN SINGUARDIAN	
MU01	4x4x16 BRICK STACKED BOND VENEER	ARTIC WHITE	SUPER ATLAS	INTERSTATE BRICK	
MU02	4x4x16 BRICK STACKED BOND VENEER	SMOKEY MOUNTAIN	SUPER ATLAS	INTERSTATE BRICK	
MU03	8x8x16 CMU STACKED BOND	HUNTINGTON GRAY	MESASTONE	COLD CASTLE SUPERLITE	
MT01	METAL PANEL	SPECKLED RUST	TBD	WESTERN STATES METAL ROOFING	
MT02	ALUMINUM STOREFRONT SYSTEM	CLEAR ANODIZED	TBD	TBD	
FC01	PAINTED FIBER CEMENT	FOGGY DAY	DE6226 - LRV 71	DUNN EDWARDS	
PT01	EXTERIOR PAINT	BARNWOOD GRAY	DE1609 - LRV 21	DUNN EDWARDS	
PT02	EXTERIOR PAINT	WEATHERED BLUE	DE1560 - LRV 27	DUNN EDWARDS	
PT03	PAINTED METALS / PAINTED EPS	DARK SEPIA	DE6138 - LRV 26	DUNN EDWARDS	
PT04	PAINTED METALS	CHARCOAL SKETCH	DE1628 - LRV 11	DUNN EDWARDS	



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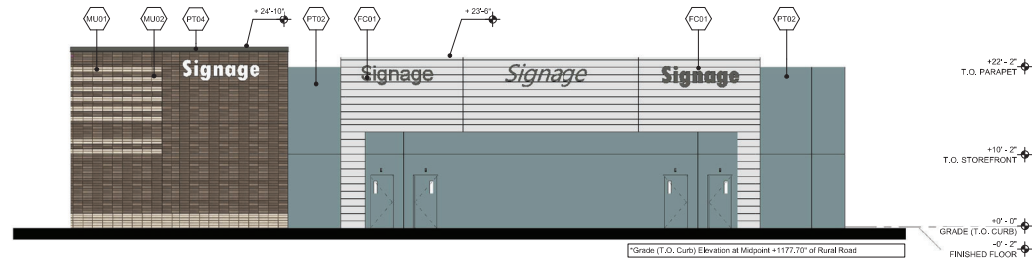
Issue Date: 06/17/2024

Title: COLOR ELEVATIONS

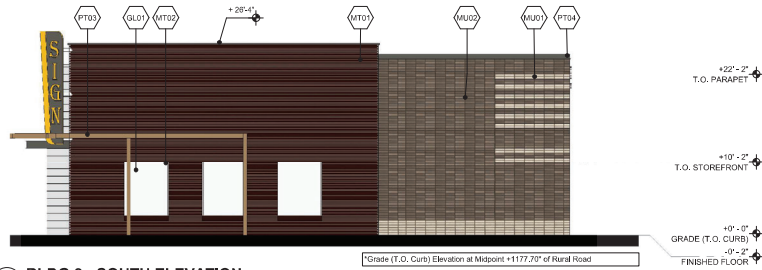
CLE-02



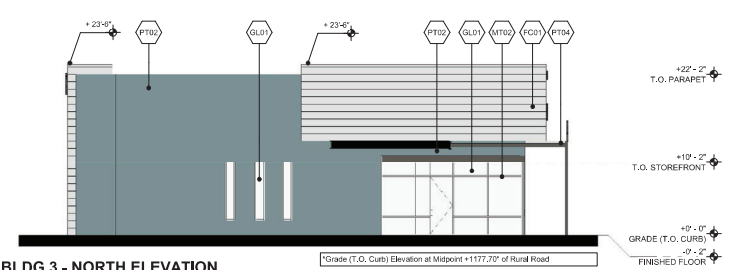
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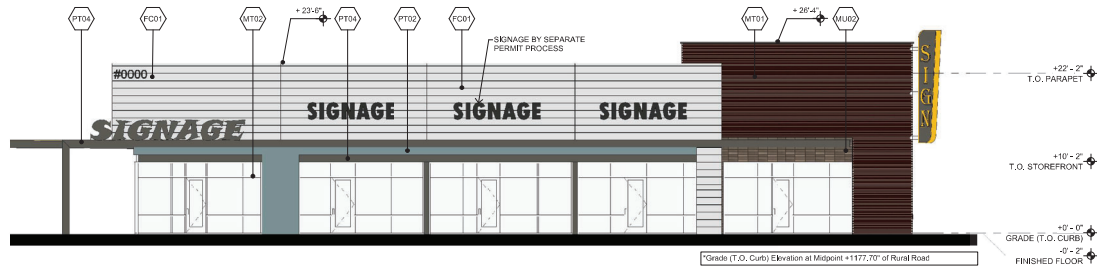
1 BLDG 3 - EAST ELEVATION
SCALE: 1/8" = 1'-0"



2 BLDG 3 - SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

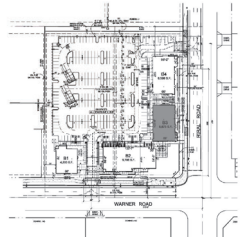


3 BLDG 3 - NORTH ELEVATION
SCALE: 1/8" = 1'-0"



4 BLDG 3 - WEST ELEVATION
SCALE: 1/8" = 1'-0"

MATERIAL FINISH SCHEDULE					
MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
GL01	INSULATED GLASS	CLEAR	TBD	GUARDIAN SINGUARDIAN	
MU01	4x4x16 BRICK STACKED BOND VENEER	ARTIC WHITE	SUPER ATLAS	INTERSTATE BRICK	
MU02	4x4x16 BRICK STACKED BOND VENEER	SMOKEY MOUNTAIN	SUPER ATLAS	INTERSTATE BRICK	
MU03	8x8x16 CMU STACKED BOND	HUNTINGTON GRAY	MESASTONE	CLO CASTLE SUPERLITE	
MT01	METAL PANEL	SPECKLED RUST	TBD	WESTERN STATES METAL ROOFING	
MT02	ALUMINUM STOREFRONT SYSTEM	CLEAR ANODIZED	TBD	TBD	
FC01	PAINTED FIBER CEMENT	FOGGY DAY	DE6226 - LRV 71	DUNN EDWARDS	
PT01	EXTERIOR PAINT	BARNWOOD GRAY	DE T689 - LRV 21	DUNN EDWARDS	
PT02	EXTERIOR PAINT	WEATHERED BLUE	DE T560 - LRV 27	DUNN EDWARDS	
PT03	PAINTED METALS / PAINTED EPS	DARK SEPIA	DE E138 - LRV 26	DUNN EDWARDS	
PT04	PAINTED METALS	CHARCOAL SKETCH	DE T628 - LRV 11	DUNN EDWARDS	



RURAL and WARNER

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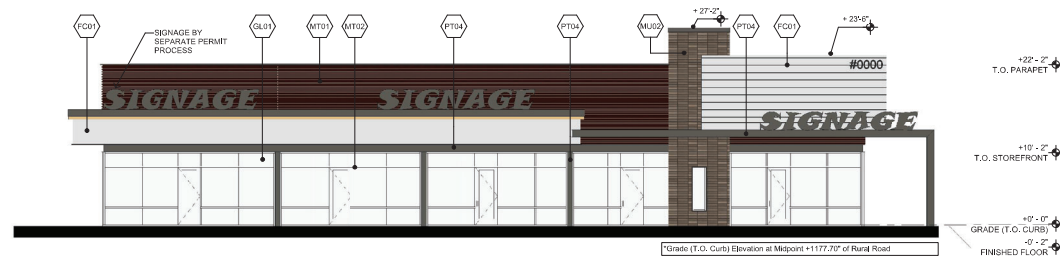


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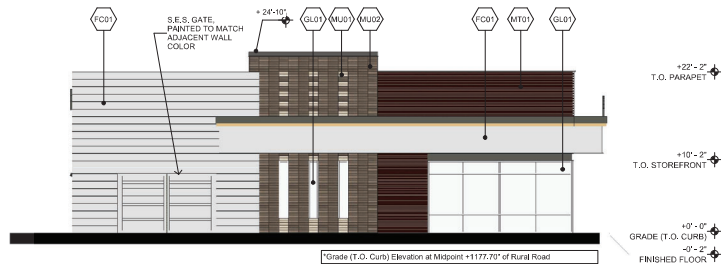
Title: COLOR ELEVATIONS
CLE-03



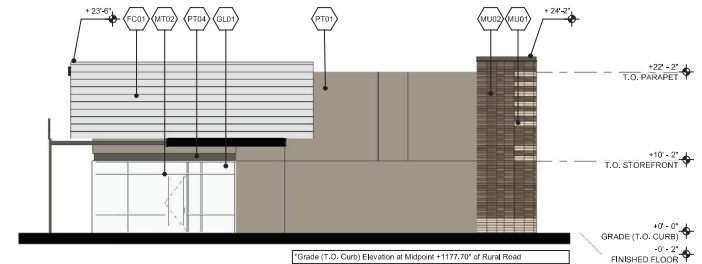
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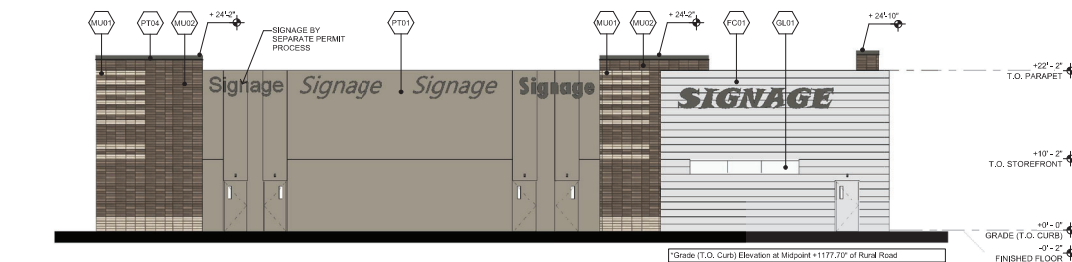
1 BLDG 4 - WEST ELEVATION
SCALE: 1/8" = 1'-0"



2 BLDG 4 - NORTH ELEVATION
SCALE: 1/8" = 1'-0"

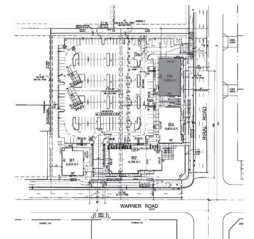


3 BLDG 4 - SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



4 BLDG 4 - EAST ELEVATION
SCALE: 1/8" = 1'-0"

MATERIAL FINISH SCHEDULE					
MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
GL01	INSULATED GLASS	CLEAR	TBD	GUARDIAN SINGUARDIAN	
MU01	4x4x16 BRICK STACKED BOND VENEER	ARTIC WHITE	SUPER ATLAS	INTERSTATE BRICK	
MU02	4x4x16 BRICK STACKED BOND VENEER	SMOKEY MOUNTAIN	SUPER ATLAS	INTERSTATE BRICK	
MU03	8x8x16 CMU STACKED BOND	HUNTINGTON GRAY	MESASTONE	COLD CASTLE SUPERLITE	
MT01	METAL PANEL	SPECKLED RUST	TBD	WESTERN STATES METAL ROOFING	
MT02	ALUMINUM STOREFRONT SYSTEM	CLEAR ANODIZED	TBD	TBD	
FC01	PAINTED FIBER CEMENT	FOGGY DAY	DE6226 - LRV 71	DUNN EDWARDS	
PT01	EXTERIOR PAINT	BARNWOOD GRAY	DE T639 - LRV 21	DUNN EDWARDS	
PT02	EXTERIOR PAINT	WEATHERED BLUE	DE T560 - LRV 27	DUNN EDWARDS	
PT03	PAINTED METALS / PAINTED EPS	DARK SEPIA	DE E138 - LRV 26	DUNN EDWARDS	
PT04	PAINTED METALS	CHARCOAL SKETCH	DE T628 - LRV 11	DUNN EDWARDS	



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Tempe, Arizona



Project No.: 19109
Issue Date: 06/17/2024

Title: COLOR ELEVATIONS
CLE-04



Butler Design Group, Inc.
architects & planners



1 SOUTH ELEVATION ALONG WARNER ROAD
SCALE: 1/16" = 1'-0"



2 EAST ELEVATION ALONG RURAL ROAD
SCALE: 1/16" = 1'-0"



RURAL and WARNER

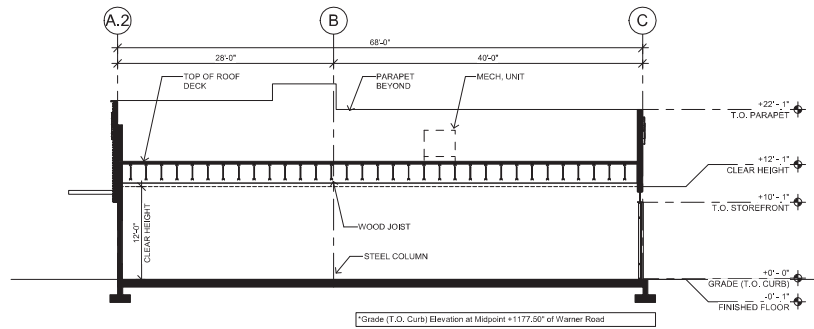
Proposed Specialty Retail Center
Tempe, Arizona



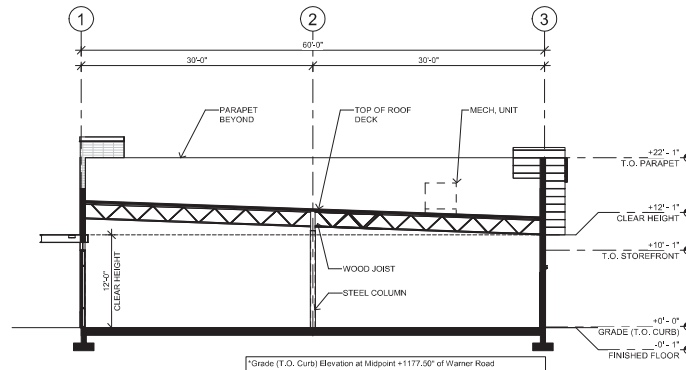
Project No.: 19109
Issue Date: 06/17/2024

Title: STREET ELEVATIONS
SLE-01





1 BLDG 1 - LONGITUDINAL SECTION
SCALE: 1/8" = 1'-0"



2 CROSS SECTION - BUILDING 1
SCALE: 1/8" = 1'-0"



VIEW LOOKING NORTH FROM WARNER ROAD (BUILDING B2)



RURAL and WARNER

Proposed Specialty Retail Center
Tempe, Arizona



Project No.: 19109
Issue Date: 06/17/2024

Title: PERSPECTIVE VIEW

3D-01



architects & planners



VIEW LOOKING WEST FROM RURAL ROAD (BUILDING B3)



RURAL and WARNER

Proposed Specialty Retail Center
Tempe, Arizona

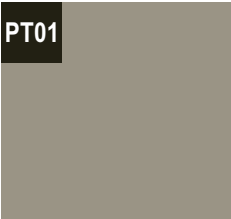


Project No.: 19109
Issue Date: 06/17/2024

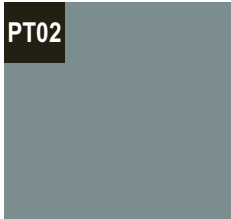
TITLE: PERSPECTIVE VIEW
3D-02



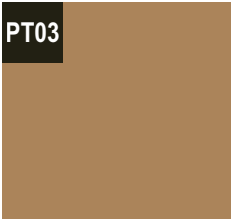
PAINT COLOR PALETTE
by Dunn Edwards



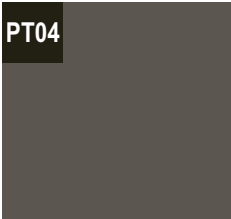
PT01
BARNWOOD GRAY
DET620 LRV 31



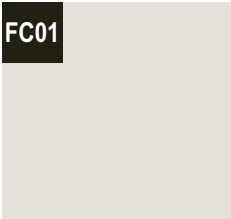
PT02
WEATHERED BLUE
DET560 LRV 27



PT03
DARK SEPIA
DE6138 LRV 26



PT04
CHARCOAL SKETCH
DET628 LRV 11



FC01
FOGGY DAY
DE6226 LRV 71

METAL
by Western States
Metal Roofing



MT01
SPECKLED RUST

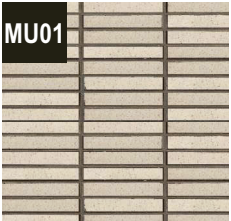


MT02
CLEAR ANODIZED

TBD

STOREFRONT

MASONRY
by Interstate Brick



MU01
ARTIC WHITE
Super Atlas



MU02
SMOKEY MTN
Super Atlas

by Old Castle Superlite



CC01
SMOOTH FACE
Huntington Gray

CONCRETE
by Davis Colors



CC01
SIERRA
61078

CONCRETE



CC02
EXPOSED AGGREGATE
CONCRETE

GLASS
by Guardian SunGuard



GL01
SN68 CLEAR
INSULATED GLASS



COLOR AND MATERIAL PALETTE

19109



RURAL AND WARNER
TEMPE, ARIZONA





VIEW LOOKING NORTHEAST FROM PARKING AT NORTH DRIVE ENTRY (BUILDING B4)



RURAL and WARNER

Proposed Specialty Retail Center
Tempe, Arizona



Project No.: 19109
Issue Date: 06/17/2024

Title: PERSPECTIVE VIEW
3D-03





VIEW LOOKING SOUTHEAST FROM PARKING NORTH OF BUILDING B1



RURAL and WARNER

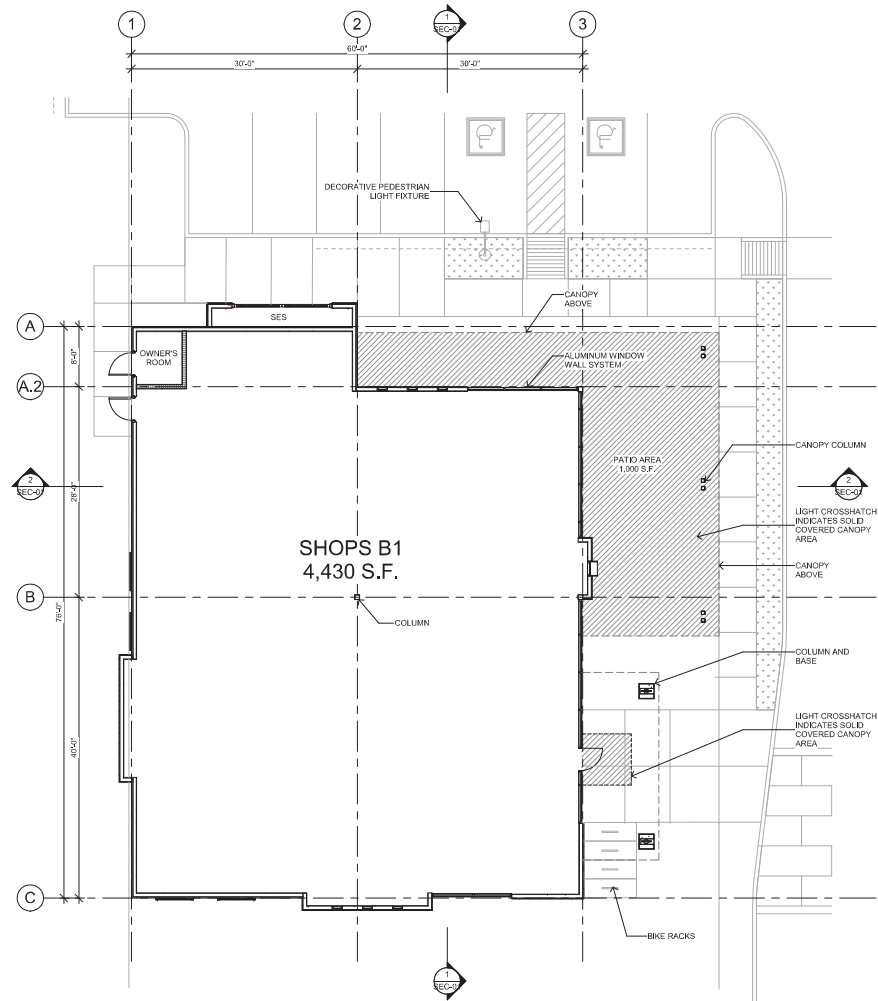
Proposed Specialty Retail Center
Tempe, Arizona



Project No.: 19109
Issue Date: 06/17/2024

Title: PERSPECTIVE VIEW
3D-04





1 1ST FLOOR PLAN - BLDG 1
SCALE: 1/8" = 1'-0"



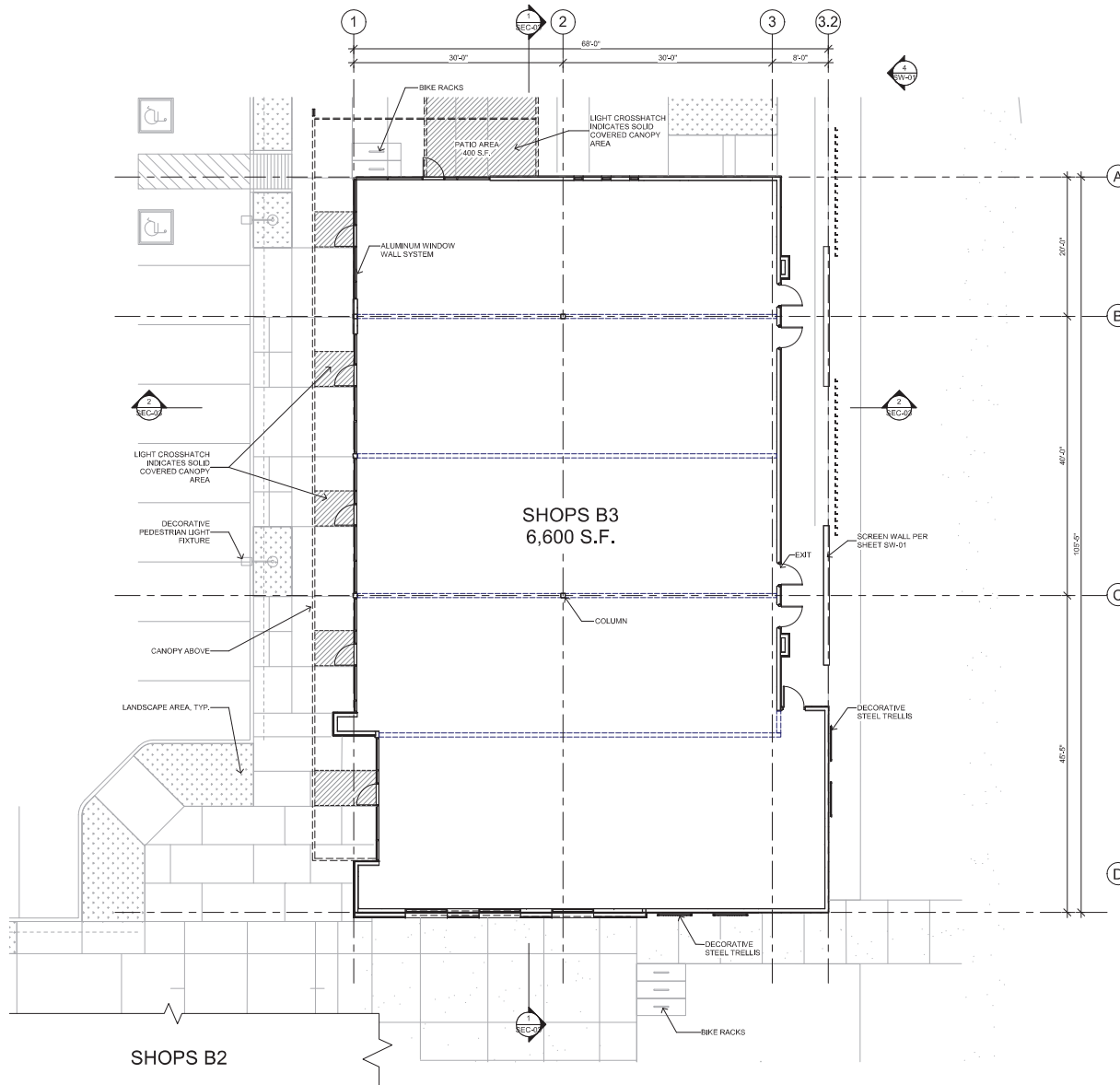
RURAL and WARNER

Proposed Specialty Retail Center
Tempe, Arizona



Project No.: 19109
Issue Date: 06/17/2024
Title: BLDG 1 - FLOOR PLAN
FP-01





1 1ST FLOOR PLAN - BLDG 3
SCALE: 1/8" = 1'-0"



RURAL and WARNER

Proposed Specialty Retail Center
Tempe, Arizona

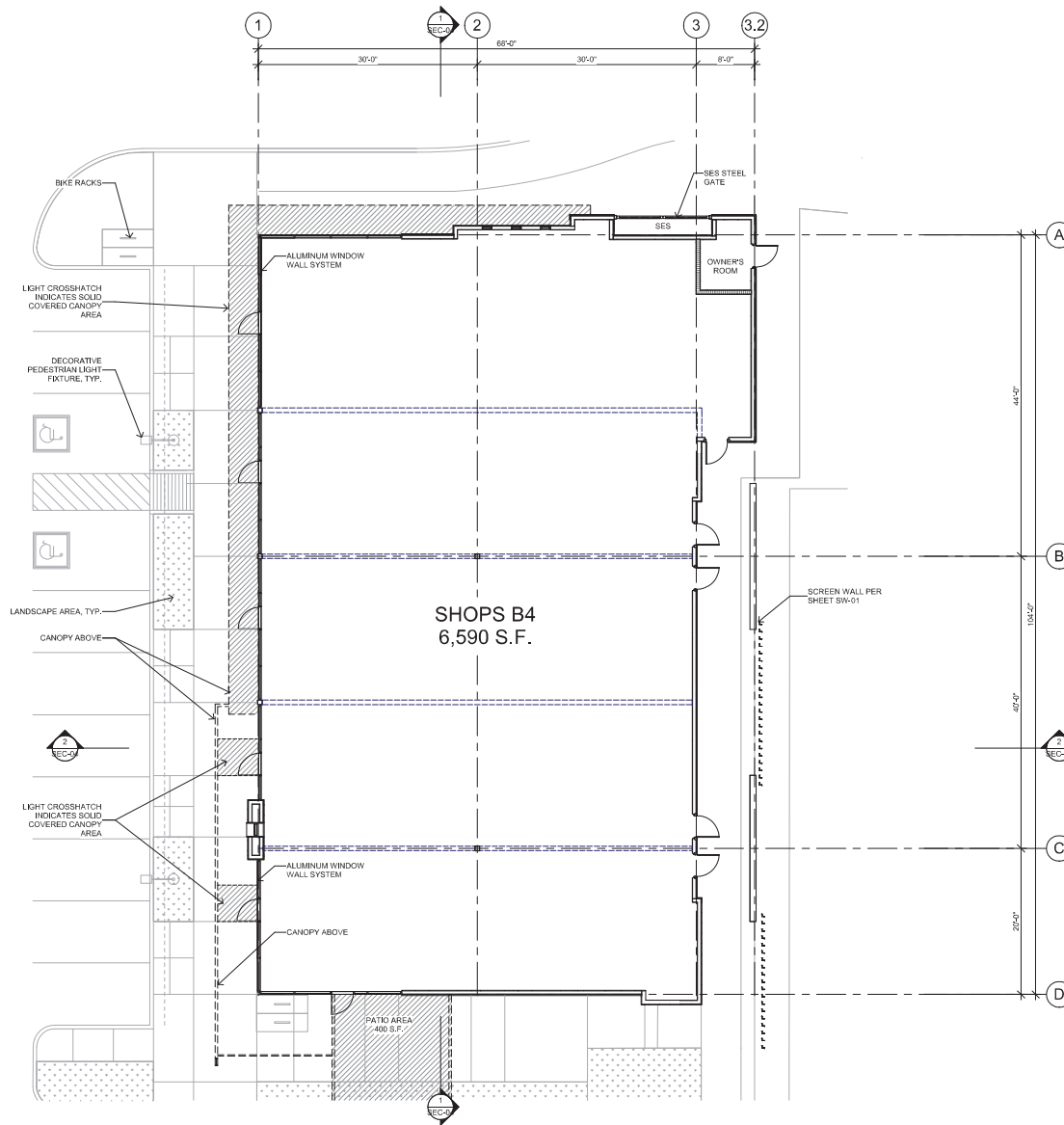


Project No.: 19109
Issue Date: 06/17/2024

Title: BLDG 3 - FLOOR PLAN

FP-03





1 1ST FLOOR PLAN - BLDG 4

SCALE: 1/8" = 1'-0"



RURAL and WARNER

Proposed Specialty Retail Center
Tempe, Arizona



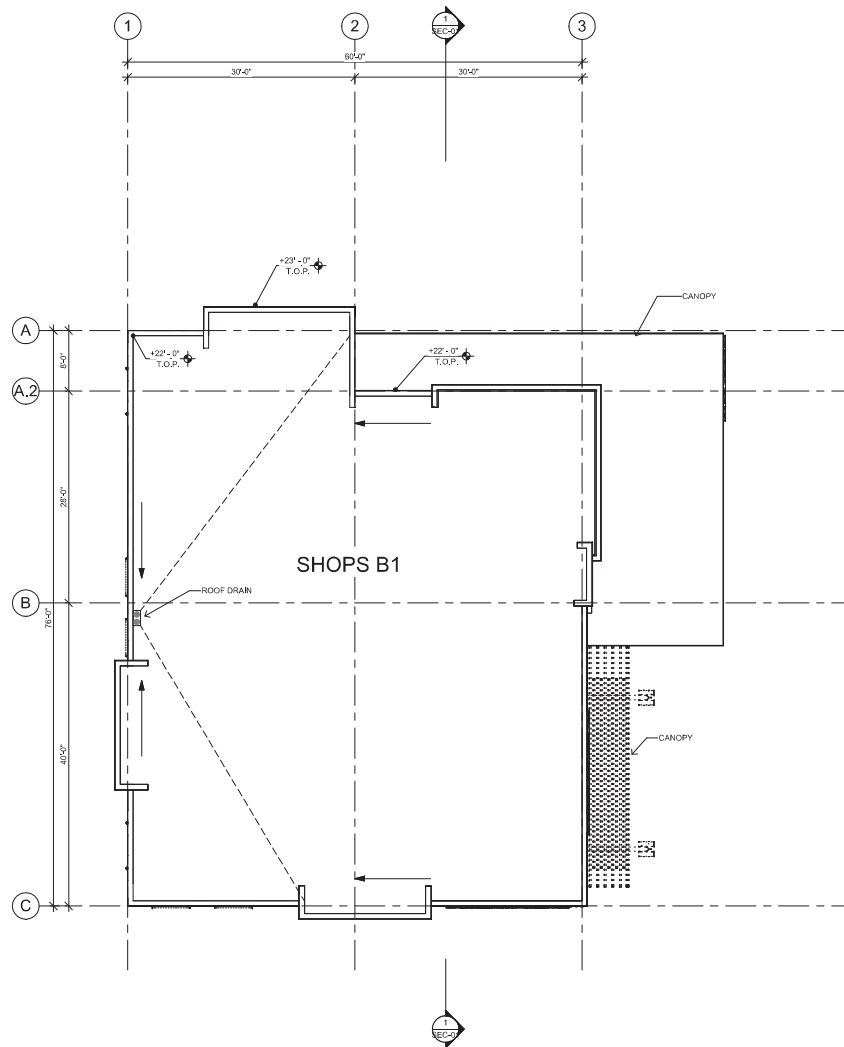
Project No.: 19109
Issue Date: 06/17/2024

Title: BLDG 4 - FLOOR PLAN

FP-04



Butler Design Group, Inc.
architects & planners



1 ROOF PLAN - BLDG 1
SCALE: 1/8" = 1'-0"



RURAL and WARNER

Proposed Specialty Retail Center
Tempe, Arizona



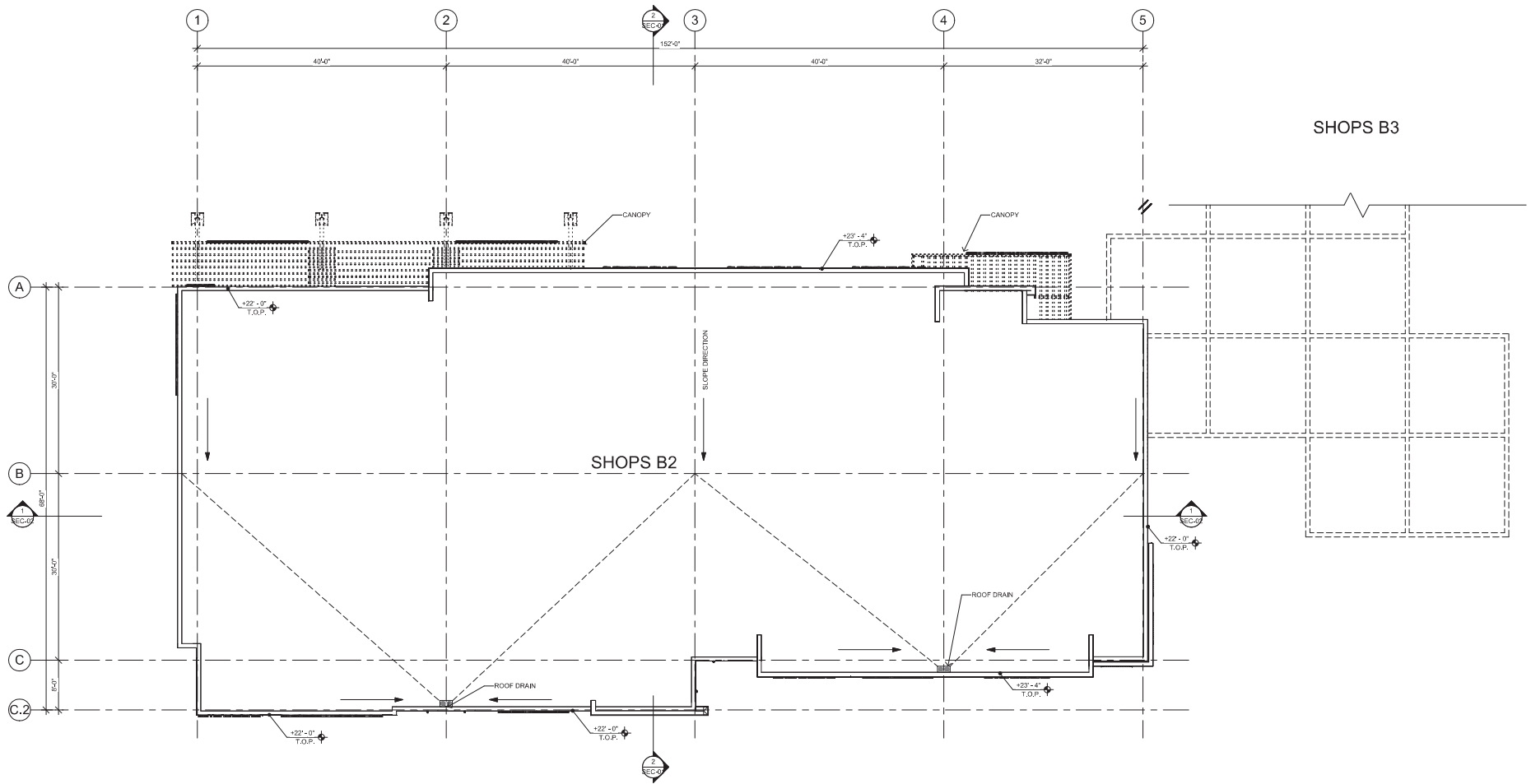
Project No.: 19109
Issue Date: 06/17/2024

Title: BLDG 1 - ROOF PLAN

RP-01



Butler Design Group, Inc.
architects & planners



1 ROOF PLAN - BLDG 2
SCALE: 1/8" = 1'-0"



RURAL and WARNER

Proposed Specialty Retail Center
Tempe, Arizona



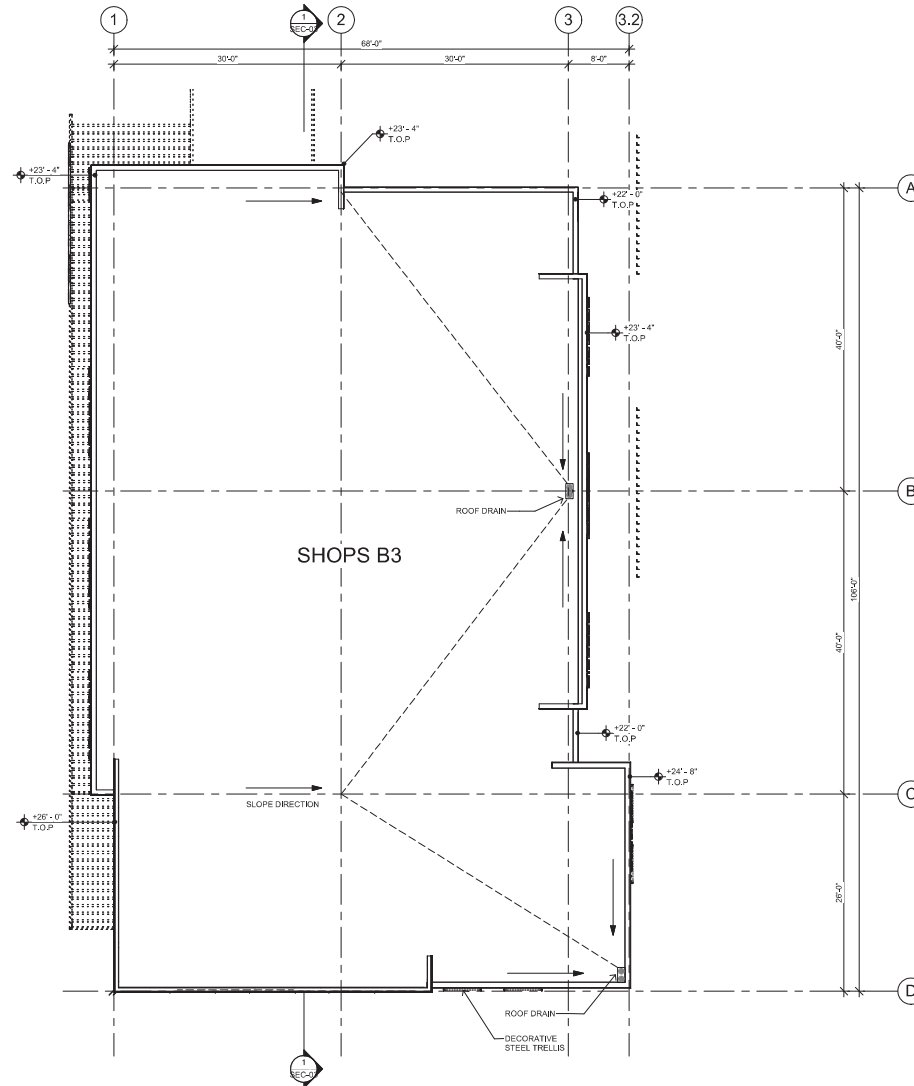
Project No.: 19109
Issue Date: 06/17/2024

Title: BLDG 2 - ROOF PLAN

RP-02



Butler Design Group, Inc.
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1 ROOF PLAN - BLDG 3
SCALE: 1/8" = 1'-0"



RURAL and WARNER

Proposed Specialty Retail Center
Tempe, Arizona



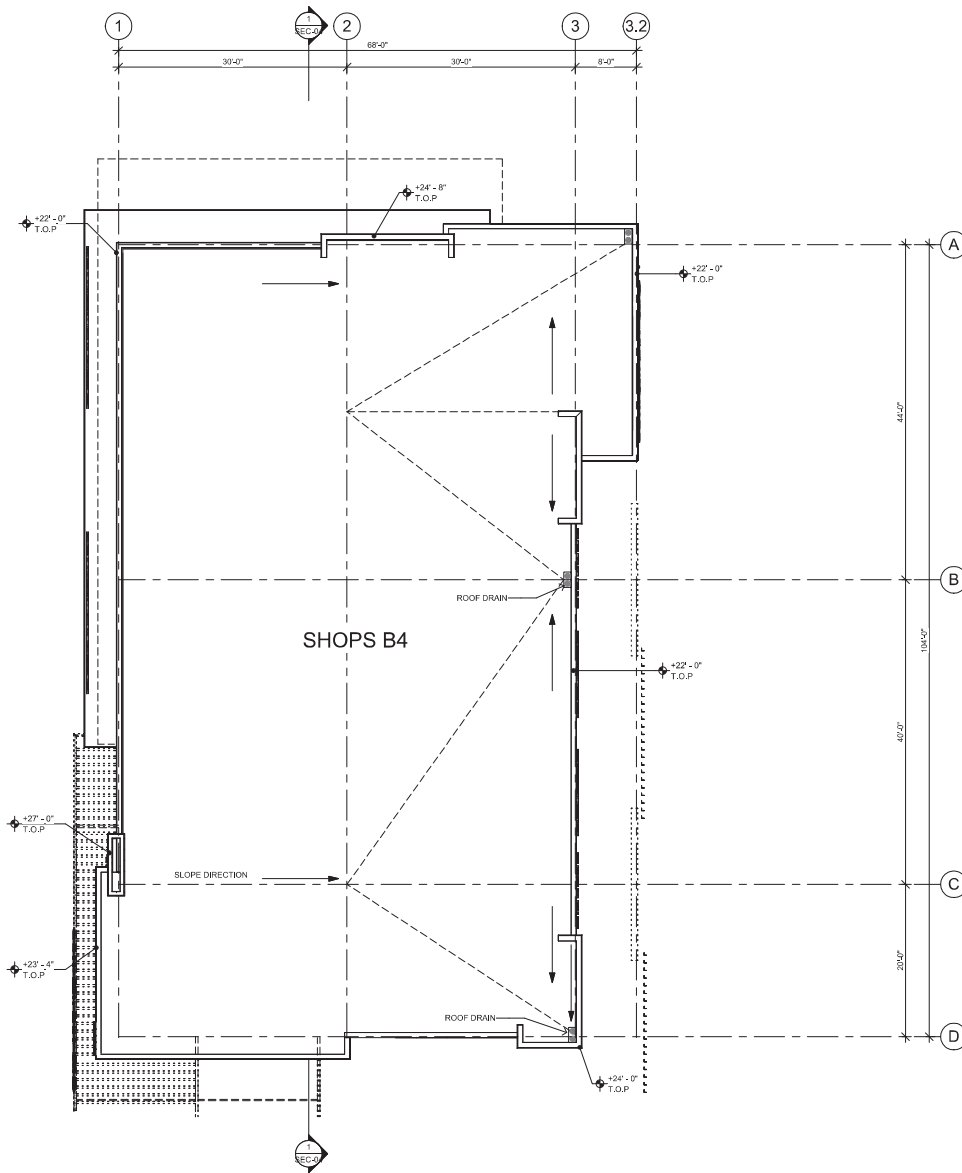
Project No.: 19109
Issue Date: 06/17/2024

TITLE: BLDG 3 - ROOF PLAN

RP-03



Butler Design Group, Inc.
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1 ROOF PLAN - BLDG 4
SCALE: 1/8" = 1'-0"



RURAL and WARNER

Proposed Specialty Retail Center
Tempe, Arizona



Project No.: 19109
Issue Date: 06/17/2024

Title: BLDG 4 - ROOF PLAN
RP-04



Butler Design Group, Inc.
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EXHIBIT 56



NWC of Rural Road and Warner Road Public Involvement Report

Submitted: July 25, 2024



INTRODUCTION

On behalf of Thompson Thrift (the “Applicant”) we are pleased to submit this Public Involvement Report associated with a Rezone with Planned Area Development (PAD) Overlay and Development Plan Review application. The proposed project is a commercial retail development on approximately four (4) acres of land located at the northwest corner of Warner Road and Rural Road (the “Property” or the “Site”). The Property is also known as Maricopa County Assessor Parcel numbers 301-52-013, 301-52-012A, and 301-52-012B and is shown in the aerial photograph below, outlined in red.



FIRST NOTIFICATION LETTER AND SIGN TEXT / POSTING LANGUAGE

In accordance with applicable City of Tempe notification requirements, the Applicant's legal representative posted a public hearing notification sign on the Site and mailed and/or emailed a letter to the recipients listed in “Notification Area” of the public involvement plan. The posted sign and notification letter advised of the following:

- The Application and associated development proposal;
- Location, date, and time information for neighborhood meeting scheduled for the Application;
- Location / access, date, and time information for public hearings for the Application, once scheduled; and,
- Contact information for the Applicant’s legal representative for submitting questions and comments regarding the Project and Application.

See Exhibit A for site posting affidavit, notification letter and notification list. The posting, mailing and electronic notifications were mailed on May 13, 2024.

NEIGHBORHOOD MEETING

The official neighborhood meeting for the Application was held on Thursday, May 30, 2024, at the Arizona Community Church. Approximately 55 people attended the meeting, in addition to City representatives and the Development Team. Manjula Vaz, with Gammage and Burnham provided a brief presentation/overview of the proposed development. Several members of the public asked general questions about the proposal such as traffic impact, proposed tenants, and parking demand. Several presentation boards were displayed around the room. The public was encouraged to view these boards. Members of the development team were stationed at these boards to answer any questions from the public.

See Exhibit B for sign-in sheets.

ADDITIONAL OUTREACH

Andrew Call – VP of Development Management with Thompson Thrift conducted the following outreach:

- Multiple telephone conversations with John Geiks and Shirely Albertson.
- On July 2, 2024 – meeting with Kerry Wilkerson (neighbor to the north) to discuss the 8' perimeter wall and landscaping. Overall, the conversation was positive, and Kerry expressed his support.
- On July 17, 2024 – meeting with Shirley, Geiks and Doug (all live in adjacent neighborhood) to discuss the following:
 - Overall design, elevations, site plan and recent changes.
 - Upcoming hearings
 - Construction timeline
 - Adjoining walls – treatment of these existing walls
 - Parking
- Telephone conversation and email conversation with Margo Ingram regarding her support and excitement for the development.

Manjula Vaz and Michelle Santoro with Gammage & Burnham conducted the following outreach:

- Multiple telephone conversations with John Geiks and Shirely Albertson.
- Multiple telephone conversations with Nick Bastian and Janet Hamlin regarding layout and traffic

- Telephone conversations with Debbie Keller – Neighborhood contact for Tally Ho South; Emailed her neighborhood presentation and information about the site.
- Email conversations with Matt Arneson regarding his comments about elevations along Rural.
- Email conversations with Michelle Zipser regarding her desire for tenants that reflect uniquely South Tempe.
- Email conversation with Lisa Lau regarding neighborhood meeting presentation slides to share and discuss with neighbors on College Lane.
- Telephone conversation from John Burrows, who lives in Warner Ranch. He expressed his support for the project.
- Email conversation with Janet Hamlin regarding her support and excitement for the development.

HEARING SITE POSTING LANGUAGE

In accordance with applicable City of Tempe notification requirements, on July 25, 2024, the Applicant's legal representative updated the public hearing notification sign on the Site with the following hearing dates.

Development Review Commission (DRC): August 13, 2024, at 6:00 p.m.

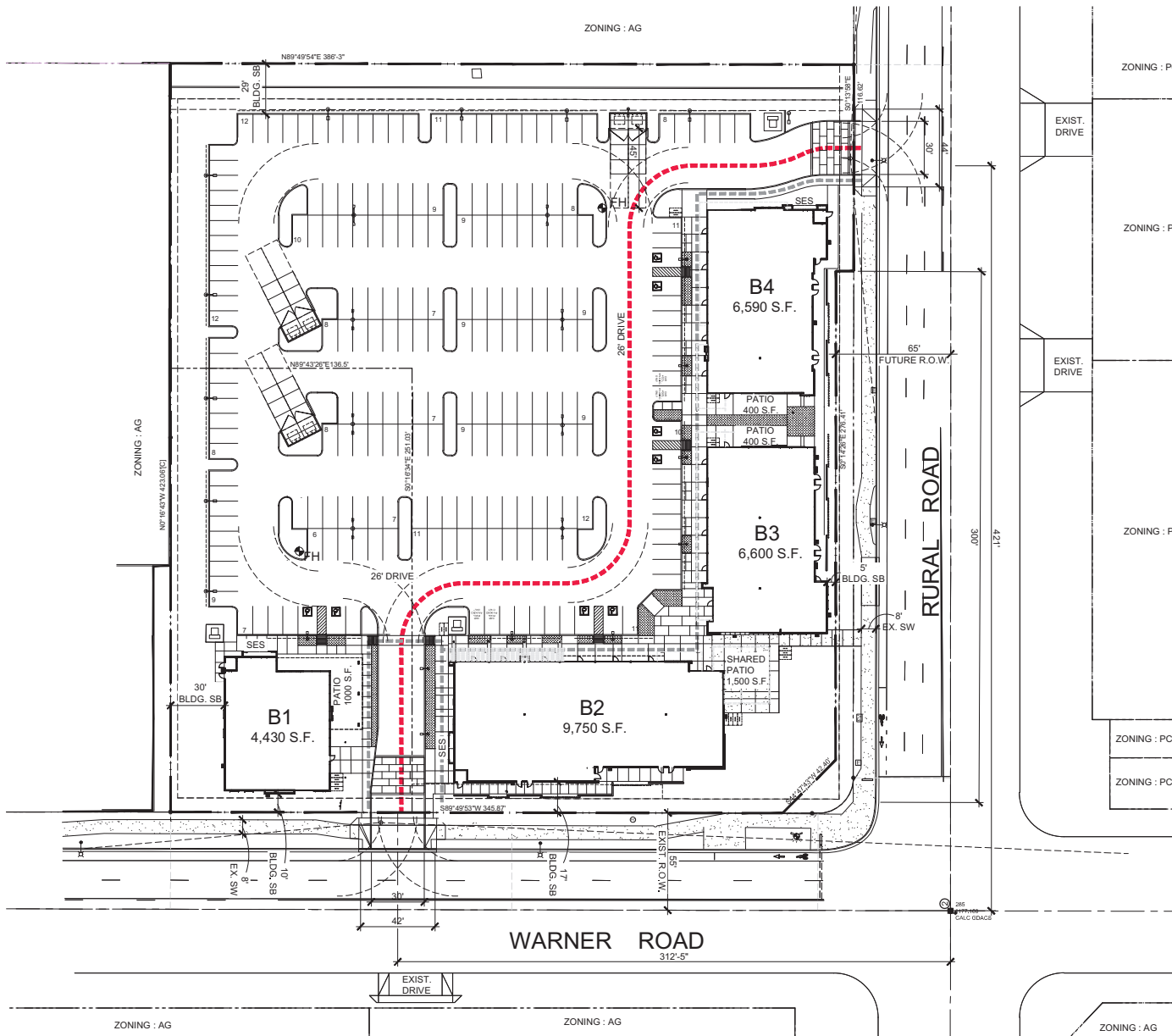
City Council Hearing (Intro/1st Hearing): September 5, 2024, at 6:00 p.m.

City Council Hearing (2nd Hearing): September 19, 2024, at 6:00 p.m.

See Exhibit C for site posting affidavit.

CONTINUED OUTREACH

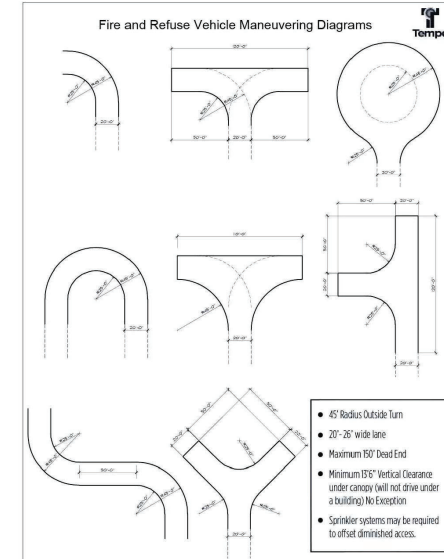
The Applicant and the Applicant's legal representative intend to correspond and meet with community members who express an interest in the Project. If necessary, an update to this report will be provided as we get closer to public hearings to account for any additional meetings and/or correspondence with community members.



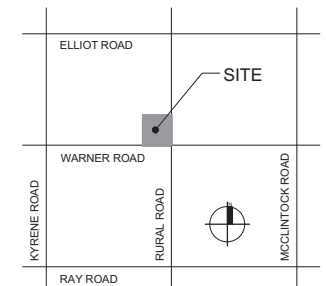
LEGEND

- FIRE ACCESS ROUTE
- FIRE TURNING RADII

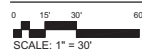
Figure 4-502 G. Fire and Refuse Vehicle Maneuvering Diagrams



VICINITY MAP



FIRE ACCESS PLAN



RURAL and WARNER

Proposed Specialty Retail Center
Tempe, Arizona

EXHIBIT 61



Project No.: 19109-ST18
Issue Date: 06-17-2024

Title: SITE PLAN
FAP001

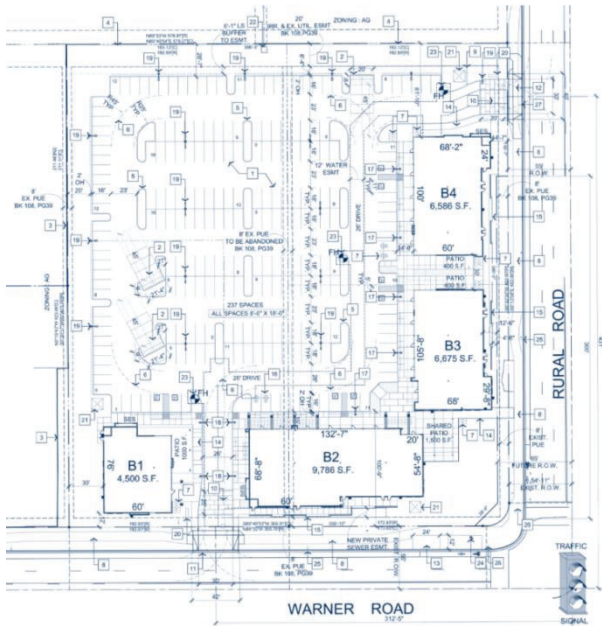


Butler Design Group, Inc.
architects & planners

Rural and Warner

Specialty Retail Center

Transportation Impact Study – Level 2



Prepared for:



Project Number: 24.5619
June 17, 2024



Shelly A. Sorensen

Prepared by:



Lokahi, LLC
10555 N 114th Street, Suite 105
Scottsdale, AZ 85259



1. INTRODUCTION AND EXECUTIVE SUMMARY

1.1. PURPOSE OF REPORT AND STUDY OBJECTIVES

Lōkahi, LLC (Lōkahi) was retained by Thompson Thrift to complete a Level 2 Transportation Impact Study (TIS) for submittal to the City of Tempe. The proposed development is located on approximately 5.63 acres on the northwest corner of Rural Road and Warner Road and is comprised of four commercial buildings (B1-B4) totaling 27,370 square feet (sq. ft.). The entire building area of B1 is a restaurant. The building areas of B2-B4 will be 50% restaurant and 50% retail use. For the purpose of the TIA, the proposed Rural and Warner Specialty Retail Center is assumed to open during the year 2025.

The objective of this TIS is to analyze the traffic related impacts of the proposed development to the adjacent roadway network. See **Figure 1** for the vicinity map.

This Transportation Impact Study includes:

- Level of service analysis of existing conditions for the weekday AM and PM peak hours
- Trip generation for the proposed development
- Level of service analysis for the opening year (2025) weekday AM and PM peak hours
- Level of service analysis for 5 years after the opening year (2030) weekday AM and PM peak hours
- Queue analysis

The following are the five (5) existing intersections included in this study:

- Rural Road and Driveway 440' north of (n/o) Warner Road (1)
- Rural Road and Driveway 300' n/o Warner Road (2)
- Rural Road and Warner Road (3)
- Warner Road and Driveway 300' w/o Rural Road (4)
- Warner Road and 71st Street (5)

1.2. EXECUTIVE SUMMARY

This report presents the analyses and results of a Level 2 Transportation Impact Study (TIS) prepared for the proposed Rural and Warner Specialty Retail Center, located in Tempe, Arizona, on the northwest corner of Rural Road and Warner Road. The proposed development is comprised of four commercial buildings (B1-B4) totaling 27,370 sq. ft., of which 11,470 sq. ft. will include retail uses and 15,900 sq. ft. will include restaurant uses. The entire building area of B1 is a restaurant. The building areas of B2-B4 will be 50% restaurant and 50% retail use.





EXISTING CAPACITY ANALYSIS

The AM and PM peak hour existing capacity analysis was completed for the study intersections. The results of the existing capacity analysis reveal that all intersections and lane groups operate at an existing level of service (LOS) D or better, with the exception of the following:

Warner Road and 71st Street (5)

- The northbound shared left-through-right operates at a LOS F during the PM peak hour

TRIP GENERATION

The trip generation was calculated utilizing the Institute of Transportation Engineers (ITE) publication entitled *Trip Generation, 11th Edition*. Pass-by rates for the restaurant uses were based on the Pass-By Data and Rate Tables/2021 Pass-By Tables provided in the Trip Generation Manual Appendix.

The proposed Rural and Warner Specialty Retail Center is anticipated to add 2,052 new weekday trips, with 179 trips occurring during the AM peak hour and 168 trips occurring during the PM peak hour.

Trip Generation – Proposed Development

Land Use	ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
				Total	Total	In	Out	Total	In	Out
Strip Retail Plaza (<40k)	822	11.52	1000 SF GLA	716	27	16	11	86	43	43
High-Turnover (Sit-Down) Restaurant	932	16.02	1000 SF GFA	1,718	153	84	69	145	88	57
Total Trips				2,434	180	100	80	231	131	100
Pass-by Trips				369	0	0	0	63	38	25
Total New Trips				2,065	180	100	80	168	93	75
Land Use	ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
				Total	Total	In	Out	Total	In	Out
Strip Retail Plaza (<40k)	822	11.47	1000 SF GLA	714	27	16	11	86	43	43
High-Turnover (Sit-Down) Restaurant	932	15.90	1000 SF GFA	1,704	152	84	68	144	88	56
Total Trips				2,418	179	100	79	230	131	99
Pass-by Trips				366	0	0	0	62	38	24
Total New Trips				2,052	179	100	79	168	93	75

FUTURE CONDITIONS

Future capacity analyses were completed for the AM and PM peak hours with the proposed Rural and Warner Specialty Retail Center for the opening year and 5 years after the opening





year. A 0.88% annual growth rate was considered to project the year 2025 and 2030 background traffic volumes. Growth rates are based on Maricopa Associations of Governments (MAG) 2023 *Socioeconomic Projections*.

YEAR 2025 – OPENING YEAR

The results of the year 2025 build capacity analysis reveal that all intersections and lane groups operate at a LOS D or better, or at the same LOS as the existing conditions, with the exception of the following:

Warner Road and Driveway 300' w/o Rural Road (4)

- The northbound shared left-through-right operates at a LOS E during the AM peak hour with a delay of 39.4 seconds/vehicle. The HCM 95th percentile queue is 0 vehicles.
 - The northbound approach is a residential driveway and is not anticipated to have significant traffic in the future.
- The southbound shared left-through-right operates at a LOS F during the PM peak hour with a delay of 60.5 seconds/vehicle. The HCM 95th percentile queue is 1.8 vehicles (50-foot queue). Adequate storage is provided on-site to accommodate projected queueing.

YEAR 2030 – 5 YEARS AFTER OPENING YEAR

The results of the year 2030 build capacity analysis reveal that all intersections and lane groups operate at a LOS D or better, or at the same LOS as the existing conditions, with the exception of the following:

Warner Road and Driveway 300' w/o Rural Road (4)

- The northbound shared left-through-right operates at a LOS E during the AM peak hour with a delay of 44.3 seconds/vehicle. The HCM 95th percentile queue is 0 vehicles.
- The southbound shared left-through-right operates at a LOS F during the PM peak hour with a delay of 75.5 seconds/vehicle. The HCM 95th percentile queue is 2.1 vehicles (75-foot queue). Adequate storage is provided on-site to accommodate projected queueing.

CONCLUSIONS

The additional traffic generated by the proposed development is anticipated to result in minimal traffic impacts on the existing roadway network. The level-of-service is anticipated to be D or better for all movements along Rural Road and Warner Road. Level-of-service results below D that occur on minor streets or driveways result in queues of 3 vehicles or less. The queue lengths of all projected turning movements are anticipated to be adequately stored in the existing turn lanes. The eastbound queueing at Driveway A and southbound queueing at Driveway B are anticipated to be adequately stored on-site without negatively affecting site circulation.



RECOMMENDATIONS

The following are the recommendations with the build-out of the proposed Rural and Warner Specialty Retail Center:

- **Driveway A (1)**

Driveway A will be stop controlled and provide full access movements to/from the site. The west leg is proposed to include a shared left-through-right turn lane and one westbound receiving lane.

- **Driveway B (4)**

Driveway B will be stop controlled and provide full access movements to/from the site. The north leg is proposed to include a shared left-through-right turn lane and one northbound receiving lane.



To: Andrew Call
Thompson Thrift Commercial
2398 E Camelback Rd, Suite 210
Phoenix, AZ 85016

Date: June 17, 2024

From: Shelly Sorenson, PE, PTOE

Job Number: 24.5619

RE: Rural and Warner Specialty Retail Center
Parcel Numbers :301-52-013, 301-52-012B,
302-52-012A

Parking Analysis and Management Study



INTRODUCTION

Lōkahi, LLC (Lōkahi) has prepared a Parking Analysis and Management Study for the proposed Rural and Warner Specialty Retail Center located on the northwest corner of Rural Road and Warner Road in Tempe, Arizona. See **Figure 1** for the vicinity map.

The proposed development is comprised of four commercial buildings (B1-B4). The entire 4,430 sq. ft. building area of B1 is a restaurant with a 1,000 sq. ft. patio. The building areas of B2-B4 will be 50% restaurant and 50% retail use. The total building area of B2 is 9,750 sq. ft with 750 sq. ft of patio space, B3 is 6,600 sq. ft. with 1,150 sq. ft. of patio space, and B4 is 6,590 sq. ft with 400 sq. ft. of patio space. See **Figure 2** for the site plan.



Figure 1 - Vicinity Map





The objective of this Parking Analysis and Management Study is to analyze the parking needs specific to the proposed development to ensure that adequate but not excessive parking is provided. An overabundance of parking is a waste of resources (both public and private) and runs counter to the goal of developing a 20-minute city, the vision adopted in the City of Tempe General Plan.

PROJECT DESCRIPTION

The proposed development is comprised of four commercial buildings (B1-B4). The building area of B1 will be entirely restaurant use. The area of buildings B2-B4 will be 50% restaurant and 50% retail use. The detailed land use breakdown is shown in **Table 1**.

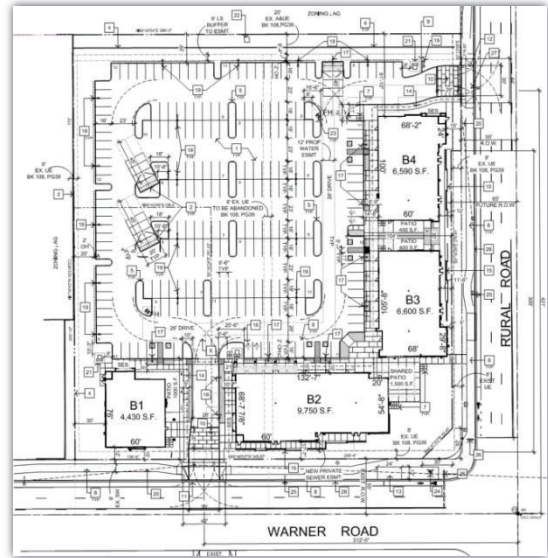


Figure 2 – Site Plan

Table 1 – Proposed Development

Building	Total Area (sq. ft.)	Retail (sq. ft.)	Restaurant (sq. ft.)	(sq. ft.)
B1	4,500	-	4,500	1,000
B2	9,750	4,875	4,875	750
B3	6,600	3,300	3,300	1,150
B4	6,590	3,295	3,295	400

PROVIDED PARKING

The proposed development will provide:

- 235 vehicle parking spaces
- 38 bicycle parking spaces



REQUIRED PARKING BY CODE

The parking ratio table, *Table 4-603E*, within the *City of Tempe Zoning and Development Code* (Code), provides minimum off-street parking requirements for uses allowed by the Code. See **Attachment A** for Section 4-603 of the Tempe Zoning and Development Code. The required parking for vehicles is shown in **Table 2**.

Table 2 – Required Parking by Code for Vehicles

Building	Use	Vehicle Parking Minimums				Quantity	Units	Parking Spaces	Total
B1 Restaurant	Indoor	1	per	75	sf	4,500	sq. ft.	60.00	64.67
	Outdoor	1	per	150	sf (excluding first 300 sf/tenant)	1,000	sq. ft.	4.67	
B2 Restaurant	Indoor	1	per	75	sf	4,875	sq. ft.	65.00	68.00
	Outdoor	1	per	150	sf (excluding first 300 sf/tenant)	750	sq. ft.	3.00	
B3 Restaurant	Indoor	1	per	75	sf	3,300	sq. ft.	44.00	47.67
	Outdoor	1	per	150	sf (excluding first 300 sf/tenant)	1,150	sq. ft.	3.67	
B4 Restaurant	Indoor	1	per	75	sf	3,295	sq. ft.	43.93	44.60
	Outdoor	1	per	150	sf (excluding first 300 sf/tenant)	400	sq. ft.	0.67	
Restaurant Sub-Total									224.93
B2 Retail	Indoor	1	per	300	sf	4,875	sq. ft.	16.25	16.25
	Outdoor	1	per	500	sf (excluding first 300 sf/tenant)	0	sq. ft.	-	
B3 Retail	Indoor	1	per	300	sf	3,300	sq. ft.	11.00	11.00
	Outdoor	1	per	500	sf (excluding first 300 sf/tenant)	0	sq. ft.	-	
B4 Retail	Indoor	1	per	300	sf	3,295	sq. ft.	10.98	10.98
	Outdoor	1	per	500	sf (excluding first 300 sf/tenant)	0	sq. ft.	-	
Retail Sub-Total									38.23
Required Vehicle Parking by Code									263

Based on the Code, 263 vehicle parking spaces are required. The proposed development provides 235 vehicle parking spaces, 28 (11%) less vehicle parking spaces than required by Code.

The required parking for bicycles is shown in **Table 3**.



Table 3 – Required Parking by Code for Bicycles

Building	Use	Bicycle Parking Minimums				Quantity	Units	Parking Spaces	Total
B1 Restaurant	Indoor	1	per	1,000	sf	4,500	sq. ft.	4.50	4.85
	Outdoor	1	per	2,000	sf (excluding 300 sf/tenant)	1,000	sq. ft.	0.35	
B2 Restaurant	Indoor	1	per	1,000	sf	4,875	sq. ft.	4.88	5.10
	Outdoor	1	per	2,000	sf (excluding 300 sf/tenant)	750	sq. ft.	0.23	
B3 Restaurant	Indoor	1	per	1,000	sf	3,300	sq. ft.	3.30	3.58
	Outdoor	1	per	2,000	sf (excluding 300 sf/tenant)	1,150	sq. ft.	0.28	
B4 Restaurant	Indoor	1	per	1,000	sf	3,295	sq. ft.	3.30	3.35
	Outdoor	1	per	2,000	sf (excluding 300 sf/tenant)	400	sq. ft.	0.05	
Restaurant Sub-Total									16.87
B2 Retail	Indoor	1	per	10,000	sf, 2 minimum	4,875	sq. ft.	0.49	0.49
	Outdoor	1	per	5,000	sf (excluding 300 sf/tenant)	0	sq. ft.	-	
B3 Retail	Indoor	1	per	10,000	sf, 2 minimum	3,300	sq. ft.	0.33	0.33
	Outdoor	1	per	5,000	sf (excluding 300 sf/tenant)	0	sq. ft.	-	
B4 Retail	Indoor	1	per	10,000	sf, 2 minimum	3,295	sq. ft.	0.33	0.33
	Outdoor	1	per	5,000	sf (excluding 300 sf/tenant)	0	sq. ft.	-	
Retail Sub-Total, 2 minimum per 10,000 sf									2.00
Required Bicycle Parking by Code									19

Based on the Code, 19 bicycle parking spaces are required. The proposed development provides 38 bicycle parking spaces, 19 (100%) more bicycle parking spaces than required by Code.

REDUCED PARKING

Based on the Code, 263 parking spaces are required. The proposed development provides 235 parking spaces. The proposed reduction is for 28 parking spaces or 11% of the total requirement for off-street parking. Calculations of typical peak parking demand for the development on weekdays and weekends, parking management strategies, and alternative modes of transportation are evaluated to justify the requested reduction.

1.1. PARKING DEMAND

The Institute of Transportation Engineers (ITE) publication entitled *Parking Generation*, 6th Edition is a professionally recognized source utilized for estimating parking demand based on research and experiences of transportation engineering and planning professionals. The following base



parking ratios are considered to better estimate parking demand for the proposed development than the parking ratios required by Code.

The average weekday ITE peak period of parking demand calculations for General Urban/Suburban locations are shown in **Table 4**.

Table 4 – ITE Parking Demand (Average – Weekday)

Building	Land Use		Average Weekday Rate (parking spaces/unit land use)		Quantity	Units	Parking Spaces
B1	932	High-Turnover (Sit Down) Restaurant	8.97	1000 Sq. Ft. GFA	4,500	SF	40
B2	932	High-Turnover (Sit Down) Restaurant	8.97	1000 Sq. Ft. GFA	4,875	SF	44
	822	Strip Retail Plaza (<40k)	2.79	1000 Sq. Ft. GFA	4,875	SF	14
B3	932	High-Turnover (Sit Down) Restaurant	8.97	1000 Sq. Ft. GFA	3,300	SF	30
	822	Strip Retail Plaza (<40k)	2.79	1000 Sq. Ft. GFA	3,300	SF	9
B4	932	High-Turnover (Sit Down) Restaurant	8.97	1000 Sq. Ft. GFA	3,295	SF	30
	822	Strip Retail Plaza (<40k)	2.79	1000 Sq. Ft. GFA	3,295	SF	9
Total Average Weekday Parking Demand							176

The Saturday ITE peak period of parking demand calculations for General Urban/Suburban locations are shown in **Table 5**.

Table 5 – ITE Parking Demand (Average – Saturday)

Building	Land Use		Average Saturday Rate (parking spaces/unit land use)		Quantity	Units	Parking Spaces
B1	932	High-Turnover (Sit Down) Restaurant	11.53	1000 Sq. Ft. GFA	4,500	SF	52
B2	932	High-Turnover (Sit Down) Restaurant	11.53	1000 Sq. Ft. GFA	4,875	SF	56
	822	Strip Retail Plaza (<40k)	2.77	1000 Sq. Ft. GFA	4,875	SF	14
B3	932	High-Turnover (Sit Down) Restaurant	11.53	1000 Sq. Ft. GFA	3,300	SF	38
	822	Strip Retail Plaza (<40k)	2.77	1000 Sq. Ft. GFA	3,300	SF	9
B4	932	High-Turnover (Sit Down) Restaurant	11.53	1000 Sq. Ft. GFA	3,295	SF	38
	822	Strip Retail Plaza (<40k)	2.77	1000 Sq. Ft. GFA	3,295	SF	9
Total Average Saturday Parking Demand							216

Based on *ITE Parking Generation, 6th Edition*, the average weekday and average Saturday peak parking demand for the proposed development is 176 parking spaces and 216 parking spaces, respectively. The proposed development is requesting to provide 235 parking spaces, which results in providing 34% or 59 more parking spaces than the average weekday peak parking demand would require and 9% or 19 more parking spaces than the average Saturday peak parking demand would require.



The number of parking spaces proposed by the development meets and exceeds the anticipated parking demand as determined in accordance with ITE Parking Generation, 6th Edition for the analyzed peak periods.

When compared to the ITE parking demand estimations, the 263 parking spaces required by Code is anticipated to result in 18% or 47 vacant parking spaces during the peak period of parking demand for the proposed development.

Parking management strategies are analyzed to determine the parking demand for the proposed development without providing an overabundance of parking.

1.2. TRIP REDUCTION PLAN (TRP)

According to the City of Tempe *Policy for Transportation Impact Studies*, dated October 2019, development proposals may reduce the minimum vehicle parking requirements as defined in the Code. Development proposals that apply for exceptions to the minimum vehicle parking required are to submit a Trip Reduction Plan (TRP) with an increased reduction target. The trip reduction targets for development proposals that reduce the minimum vehicle parking requirement are determined on the number of peak hour trips generated. The proposed development is anticipated to generate 150+ peak hour trips, which requires a Level 2 TRP and a minimum reduction target of 25 points.

The development proposal includes the following Transportation Demand Management (TDM) measures to reach the 25-point requirement for a Level 2 TRP:

- Alternative Mode Strategies (Maximum 10 Points)
 - Transit Passes (10 points)
- Employer Scheduling Policies (Maximum 5 Points)
 - Telecommuting, Compressed Work Week, Flexible Schedule or Staggered Shifts (5 points) *To maintain flexibility for the end user, the Property will allow the Property Owner to choose one of the four Employer Scheduling Policies to implement.*
- Parking Management Strategies (Maximum 10 Points)
 - Bicycle Parking Above the Zoning Code Requirement (5 points)
 - Carpool or Carshare Preferential Parking (5 points)

1.3. RIDE-SHARE

The rise of ride-sharing services, such as Uber and Lyft, is demonstrating significant impacts to the parking industry. Ride-share has been shown to reduce parking demand, shift parking patterns and increase drop-off/pick-up zones. As parking demand shifts with the availability of ride-sharing services, parking management strategies must adapt to provide the appropriate infrastructure.





- A technical report titled *Impacts of Ridesourcing on VMT, Parking Demand, Transportation Equity, and Travel Behavior*, and dated March 2019, was sponsored by the U.S. Department of Transportation and University Transportation Centers Program to investigate the reciprocal influence of ride-sharing in terms of parking in order to better model, design, and build future infrastructure. Below is a list of conclusions applicable to the proposed development:
 - Results suggest that **26.4% of Uber/Lyft riders would have driven and needed a parking space if these ride-hailing services did not exist.**
 - About **a third of respondents stated that they are driving less** when asked about general travel behavior.
 - The **most common places for ride-hailing replacing driving trips are restaurant/bars, working trips to the CBD (central business district), airport, lodging, and event venues.**
 - **Parking requirements and parking supply for specific developments such as bars, restaurants, event venues, and airports should be re-evaluated so that we can design buildings with lower parking capacity in the future,** particularly at stadiums, restaurants, and bars.
- In 2020 Waymo launched the first fully autonomous ride-share service, Waymo One, in the Phoenix Metro area. As of August 2023, the 24/7 ride-hailing service covers 225 square miles of the Phoenix metro area. A rider can easily hail a car without a human operator and get to their destination with ease using the Waymo One app. This latest technology is believed to save lives, increase mobility and independence of travelers.

In consideration of the increasing availability of ride-share and its impact on parking demand, the parking demand may experience a parking reduction of around 20%. This results in a reduction of 43 parking spaces from the ITE maximum parking demand estimation. It should be noted that the proposed development will provide 4 carpool/carshare preferential parking spaces to support the anticipated increase in drop-off/pick-up.

1.4. ALTERNATIVE MODES OF TRANSPORTATION

The City of Tempe adopted the goal of developing a 20-minute city in the City of Tempe General Plan. A 20-minute city is characterized by a vibrant mix of commercial, recreational, civic, and residential establishments within a 1-mile walking distance, 4-mile bicycle ride, or a 20-minute transit ride. **Figure 3, Figure 4, and Figure 5,** depict Tempe residences within a 1-mile walking distance, a 4-mile biking distance, and a 20-minute transit ride from the proposed Rural and Warner Specialty Retail Center, which will include restaurant and retail uses.



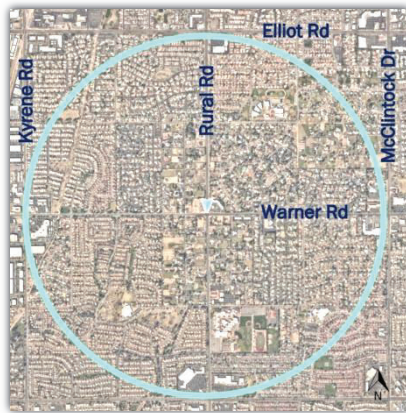


Figure 3 – 1-Mi Walk

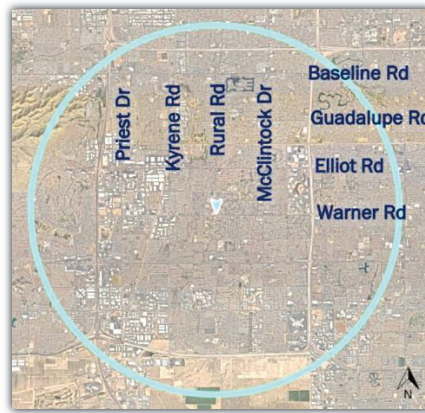


Figure 4 – 4-Mi Bike Ride

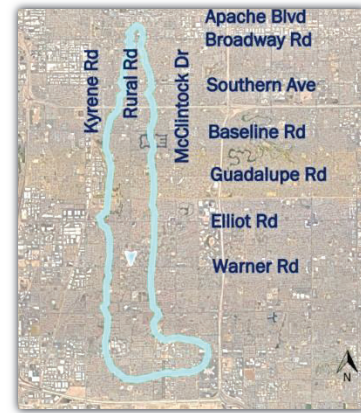


Figure 5 – 20-Min Transit Ride

The City of Tempe provides a complete pedestrian network within a 1-mile radius. Dedicated bike lanes are generally provided within a 4-mile radius, with the exception of Elliot Road and Baseline Road. Several bike routes are also provided within a 4-mile radius. Valley Metro Route 72 – Scottsdale Rd/Rural Rd runs north-south along Scottsdale Road/Rural Road. A 20-minute transit ride on Route 72 spans from Chandler Fashion Center to Broadway Road. Stops for Route 72 are provided within a 2-minute walk from the proposed development on the northeast and southwest corners of Rural Road and Warner Road.

The City of Tempe 2022 Transportation Survey Report surveyed Tempe residents to gain insights into perceptions about public transit among both riders and non-riders, as well as perception and usage of other transportation programs. Below is a list of conclusions applicable to the proposed development:

Public Transit

- Two in ten reported to **ride daily (4%), weekly (10%), or monthly (6%)**
- A top **reason for riding public transit is to avoid parking (15%) and not having a car (9%)**
- Among public transit users **5% ride to restaurants**

Bicycling and Walking

- Over one-half of residents **(56%) reported having access to a bicycle**
- **20% reported to ride over 10 times monthly**
- Among those who have access to a bicycle and ride it at least once a month, **10% ride to restaurants and 3% give not having a car as a reason for biking**
- A large portion of Tempe residents are taking advantage of the bike and walking paths and appreciate the expansiveness of the network

In consideration of the 20-minute city character and vision of Tempe and robust network to support alternative modes of transportation (pedestrian, bicycle, transit) a parking reduction of



5% was applied to the ITE maximum parking demand estimation. This results in a reduction of 11 parking spaces. It should be noted that the proposed development will provide free or discounted transit passes for all employees and double the minimum bicycle parking requirement of the zoning district.

The combination of TDM measures, ride-share availability, and alternative modes of transportation are anticipated to reduce the ITE maximum parking demand by approximately 54 parking spaces based on the data and information provided in this section, resulting in a parking demand of 162 parking spaces. The reduced parking summary is provided in **Table 6**.



Table 6 – Reduced Parking Summary

	Parking Spaces
ITE Maximum Parking Demand	216
Ride-Share (20% Reduction)	- 43
Alternative Modes of Transportation (5% Reduction)	- 11
Total Estimated Parking Demand	162

CONCLUSION

The proposed Rural and Warner Specialty Retail Center provides 235 vehicle parking spaces , and 38 bicycle parking spaces.

City of Tempe Code requires 263 vehicle parking spaces and 19 bicycle parking spaces for the proposed development. The provided parking results in a 28 (11%) less vehicle parking spaces and a surplus of 19 (100%) bicycle parking spaces than the required parking by Code.

To apply for exceptions to the minimum vehicle parking required a Level 2 TRP and a minimum reduction target of 25 points are required for the proposed development. The development proposal will provide transit passes (10 points), bicycle parking above the zoning code requirement (5 points), carpool or carshare preferential parking (5 points), and an employer scheduling policy (5 points). *To maintain flexibility for the end user, the Property will allow the Property Owner to choose one of the four Employer Scheduling Policies to implement.*

In addition to the TDM measures, parking demand estimations specific to the site were evaluated to support the reduced parking request.

- **Based on the ITE Parking Generation, 6th Edition**, the maximum anticipated peak hour parking demand for the entire site is 216 parking spaces.
- It is anticipated that the demand of 216 parking spaces will be further reduced by TDM measures, ride-share, and alternative modes of transportation. **Based on the additional reductions for ride-share and alternative modes of transportation** the maximum anticipated peak hour parking demand for the entire site is 162 parking spaces.
- **When compared to the ITE parking demand estimations**, the 263 parking spaces required by Code is anticipated to result in 18% or 47 vacant parking spaces during the peak period of parking demand.



- **When compared to the ITE parking demand estimations with reductions for ride-share and alternative modes of transportation**, the 263 parking spaces required by Code is anticipated to result in 38% or 101 vacant parking spaces during the peak period of parking demand.

The proposed development's request to provide 235 parking spaces is anticipated to exceed the estimated ITE parking demand by between 9% to 31% or between 19 to 54 parking spaces. The lower bound represents ITE average parking demand estimations. The upper bound represents ITE average parking demand estimations with reductions for ride-share and alternative modes of transportation. Therefore, this parking study demonstrates that the anticipated maximum peak hour parking demand of the proposed development can be fully parked on-site with 235 parking spaces.

EXHIBIT "A"
DESCRIPTION FOR PAD

LOTS 1 AND 2, OF TALLY-HO FARMS UNIT NO. TWO, ACCORDING TO THE PLAT AS SHOWN IN BOOK 108 OF MAPS, PAGE 39, MARICOPA COUNTY RECORDER'S OFFICE, ARIZONA, SITUATE IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 15, BEING A BRASS CAP IN HAND HOLE, BEARS NORTH 00°14'26" WEST (**BASIS OF BEARING**), A DISTANCE OF 2,647.32 FEET;

THENCE ALONG SAID LINE, NORTH 00°14'26" WEST, A DISTANCE OF 478.04 FEET;

THENCE DEPARTING SAID LINE, NORTH 89°45'34" WEST, A DISTANCE OF 54.91 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF RURAL ROAD, AS SHOWN IN BOOK 108 OF MAPS, PAGE 39, ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 0°13'58" EAST, A DISTANCE OF 403.06 FEET, TO A POINT OF CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 19.97 FEET;

THENCE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 90°03'50", AN ARC LENGTH OF 31.39 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF EAST WARNER ROAD, AS SHOWN IN BOOK 108 OF MAPS, PAGE 39;

THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 89°49'53" WEST, A DISTANCE OF 365.91 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY, ALONG THE WEST LINE OF LOT 2, NORTH 00°16'43" WEST, A DISTANCE OF 423.06 FEET, TO THE NORTHWEST CORNER OF LOT 2;

THENCE ALONG THE NORTH LINE OF LOT 2, NORTH 89°49'54" EAST, A DISTANCE OF 386.24 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL OF LAND CONTAINS 163,241 SQUARE FEET OR 3.748 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY OR EASEMENTS.



Title: DESCRIPTION

Project #: 2400105

Date: 07/30/2024

Scale: N / A

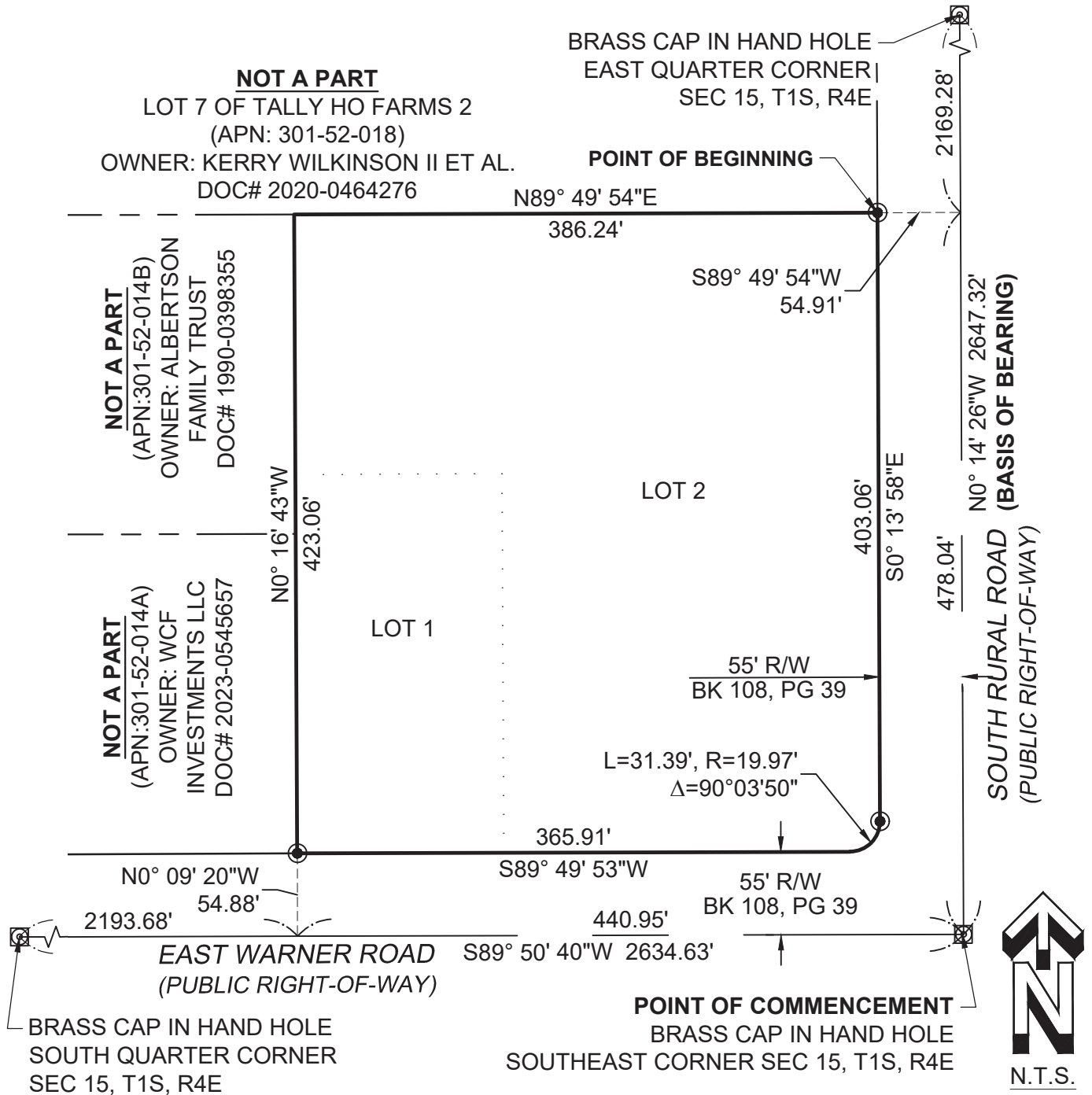
Page: 1 OF 2



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EXHIBIT "A"

EXHIBIT FOR PAD



Title: EXHIBIT

Project #: 2400105

Date: 07/30/2024

Scale: N.T.S.

Page: 2 OF 2



WHEN RECORDED RETURN TO:
City of Tempe
Community Development Department
31 E. 5th Street
Tempe, AZ. 85281

**WAIVER OF RIGHTS AND REMEDIES
UNDER A.R.S. §12-1134**

This Waiver of Rights and Remedies under A.R.S. § 12-1134 (Waiver) is made in favor of the City of Tempe (City) by Sara Jimenez, Sara Torres and Raymundo Torres (Owners).

Owner acknowledges that A.R.S. § 12-1134 provides that in some cases a city must pay just compensation to a land owner if the city approves a land use law that reduces the fair market value of the owner's property (Private Property Rights Protection Act).

Owner further acknowledges that the Private Property Rights Protection Act authorizes a private property owner to enter an agreement waiving any claim for diminution in value of the property in connection with any action requested by the property owner.

Owner has submitted Application No. PL240155 – **NWC RURAL AND WARNER**, to the City requesting that the City approve the following:

<input type="checkbox"/>	GENERAL PLAN AMENDMENT
<input checked="" type="checkbox"/>	ZONING MAP AMENDMENT
<input checked="" type="checkbox"/>	PAD OVERLAY
<input type="checkbox"/>	HISTORIC PRESERVATION DESIGNATION/OVERLAY
<input type="checkbox"/>	USE PERMIT
<input type="checkbox"/>	VARIANCE
<input checked="" type="checkbox"/>	DEVELOPMENT PLAN REVIEW
<input type="checkbox"/>	SUBDIVISION PLAT/CONDOMINIUM PLAT
<input type="checkbox"/>	OTHER _____

(Identify Action Requested))

for development of the following real property (Property):

Property Address: 862 East Warner Road

Parcel No. or legal description: 301-52-013

WHEN RECORDED RETURN TO:

City of Tempe
Community Development Department
31 E. 5th Street
Tempe, AZ. 85281

**WAIVER OF RIGHTS AND REMEDIES
UNDER A.R.S. §12-1134**

This Waiver of Rights and Remedies under A.R.S. § 12-1134 (Waiver) is made in favor of the City of Tempe (City) by Thompson Thrift (Owner).

Owner acknowledges that A.R.S. § 12-1134 provides that in some cases a city must pay just compensation to a land owner if the city approves a land use law that reduces the fair market value of the owner's property (Private Property Rights Protection Act).

Owner further acknowledges that the Private Property Rights Protection Act authorizes a private property owner to enter an agreement waiving any claim for diminution in value of the property in connection with any action requested by the property owner.

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☐ GENERAL PLAN AMENDMENT
☒ ZONING MAP AMENDMENT
☒ PAD OVERLAY
☐ HISTORIC PRESERVATION DESIGNATION/OVERLAY
☐ USE PERMIT
☐ VARIANCE
☒ DEVELOPMENT PLAN REVIEW
☐ SUBDIVISION PLAT/CONDOMINIUM PLAT
☐ OTHER _____
(Identify Action Requested))

for development of the following real property (Property):

Property Address: 862 East Warner Road

Parcel No. or legal description: 301-52-012A & B

From: Irma Pastrana <iepastrana1989@gmail.com>
Sent: Friday, May 31, 2024 1:20 PM
To: CM - Council Communicator <councilcommunicator@tempe.gov>
Subject: Warner & Rural New Development

i This message needs your attention

- This is their first email to your company.
- This is a personal email address.

Hello Tempe City Council!

My name is Irma Pastrana, I have been a resident of Tempe for 14 years, and have been a home owner in South Tempe for 9 years. My family, neighbors, and friends are so excited about the new development plans for the empty lot on Warner and Rural. We hope that these new businesses continue to contribute to the amazing culture the community has created.

Thank you for all of your hard work and dedication to our community!

Irma E Pastrana

From: [Maia Arneson](#)
To: [Kaminski, Diana](#)
Date: Wednesday, July 31, 2024 3:01:12 PM



This message could be suspicious

- This is an obscure personal email address.
- This is their first email to you.

Ms. Kaminski,

Our family lives just across the street from the proposed development for the NWC of Rural and Warner [REDACTED] in Tempe. When we attended the public hearing in June, there were not comment cards available to provide written feedback regarding the project. The concerns below were expressed at the meeting but we want to ensure that they were actually relayed to the city. The concerns we expressed are as follows:

1- Traffic:

- The traffic study presented revealed that the Warner Rd traffic would be close to capacity. Traffic already backs up significantly with vehicles turning north onto Rural from Warner. Adding in a left turn into that NWC would cause even more congestion. We very strongly recommend that the city require a right in/right out for the Warner Rd entrance/exit.
- The traffic study presented had national data rather than local data. The complex on the NWC of that intersection draws significantly more traffic than it can handle during peak restaurant times. On a nightly basis cars circle the parking lot several times before finding a space. This shows there is a high demand for these types of restaurants in the area. The presenters said they are trying to reduce the number of parking spots with the idea of adding a Valet to the lot to increase the car count. In other areas where this developer has added Valets, patrons started parking in the neighborhoods to avoid paying. We request that the city considers local data as they examine the demand for parking and strongly request that they do not decrease the number of required parking spaces.
- We are adamantly against any proposals that include the addition of a traffic light/crosswalk at 71st St or opening the dead end on 71st St south of Warner

2- Layout:

- We request that the city remove the building on the SW portion of the complex this would balance out the parking and break up the wall of buildings
- We request that the city required the design to include greater variety in setbacks from the street with additional vegetation so it doesn't just look like a wall of buildings
- We strongly recommend the dumpster to be relocated to the north property line rather than along the west property line so it does not back to homes and the smell of the dumpsters and noise of their emptying are farther away from homes

3- Noise:

- We are concerned with the possibility of noise from the restaurants and request that no amplified live music or events be allowed outside

Thank you for taking these into consideration and we look forward to meeting you at the upcoming meetings,

Maia Arneson



From: [Kaminski, Diana](#)
To: [Barry, Joanna](#)
Subject: FW: ATTENTION Tally Ho South NW Corner Rural & Warner!
Date: Tuesday, August 13, 2024 10:01:13 AM

From: Brad Wilbricht [REDACTED]
Sent: Monday, August 12, 2024 10:18 PM
To: Kaminski, Diana <Diana_Kaminski@tempe.gov>
Subject: ATTENTION Tally Ho South NW Corner Rural & Warner!

! This message could be suspicious

- This is an obscure personal email address.
- This is their first email to you.

Hello Diana,

I am a resident on S 71st St: Brad Wilbricht - [REDACTED] 71st St, Tempe, AZ 85284. I am writing in regards to the re-zoning commercial project on the NW Corner of Rural & Warner.

One of our neighbors wrote a lengthy email about the negative traffic affects this project will have on our street ... that full email from Paul and Cindy Lines is at the bottom of this email for your reference. I agree with that email and am very concerned with the potential outcomes of commercial development on that land.

Personally, I am not in favor of this re-zoning project. While it would be great to have another community gathering place in that area - there are too many unknowns of what this project will bring the residents of this street. The land on the NW corner of Rural and Warner was zoned as residential for a reason and my understanding of it getting re-zoned as commercial was done somewhat deceitfully. That tells me everything I need to know about the people working on this project.

Furthermore, I was alarmed to see the statement below in the document that has been provided to the city (this excerpt was provided by one of our neighbors - Debbie Keller).

There is a 104 page Development Review Commission Agenda the city has online for the upcoming Public Meeting next Tuesday 8/13 at 6:00PM. It's a large document. If you would like me to send it to you, let me know. The city document says "***The applicant has had extensive meetings with the residents and property owners in the area to address their concerns.***" If they reached out to any of you, let me know because I have had to go to them for information.

To my knowledge there have not been extensive meetings with the residents and property owners in the area to address any concerns. This is a major red flag in my opinion of more deceitful actions that are taking place to get this project approved. Obviously the applicants and owners of the land stand to gain a massive financial profit re-zoning that land from residential to commercial. Statements like that - which appear to be deceiving seem to be driving the behavior of making a profit without a true regard for the people that this will affect the most - the

property owners and residents of the street.

I am unsure of how many people on our street share my opinion but I am sure there are others. Thank you for reading and for your consideration.

Brad

--

The email from Paul and Cindy Lines is below for your reference:

Big Problem for S. 71st Street Residents

If Left into the commercial center from Warner Road is permitted, it produces 3 new circumstances that do not now exist for motor vehicle collision with residents of South 71st Street.

1. Driving South on Rural Road: One must turn right in the right Southbound lane, turn the corner in that lane, then quickly maneuver into the left Westbound lane and prepare to move into the center lane.

A. If the East-West light is green, after stopping at the red light, 71st street residents can still make a right turn from the Rural Road Southbound lane. The visibility to those in the center lane is largely blocked, due to the backup of cars ahead of them, waiting to turn left. Cars turning into the Warner access at that moment would cause either a head-on or broadside collision with 71st street residents going home.

B. If the East-West light is red, the same situation applies, as 71st Street residents can still turn right from their Rural Road green light.

C. If the East-West light is showing a protected left onto Rural Road, the situation still exists for 71st street residents going home.

2. Having made the turn, and Driving West on Warner Road: Cars behind you are wanting to speed up rapidly, and one feels obligated to turn into the center lane as soon as possible. Those seeking to enter a Warner Road entry point will need to move from the left Eastbound lane immediately after crossing the 71st street intersection into the center lane. The same lane 71st street residents will be wanting to occupy at the same time. Another head-on collision opportunity.

3. Turning from Warner left to 71st street from the center lane: As those

driving to enter the commercial center from Warner Eastbound are heading East they will need to very quickly move to the center lane. This lane can be entered at the same time by 71st street residents going home, setting up a broadside accident for 71st residents. Some drivers illegally drive through that very intersection in the center lane at high speed from the West, making a head-on collision likely.

From: [Chris Runion](#)
To: [Kaminski, Diana](#)
Subject: Proposed development of property on northwest corner of Rural and Warner Rdsl
Date: Friday, August 9, 2024 8:07:41 PM



This message could be suspicious

- This is an obscure personal email address.
- Similar name as someone in your company.
- This is their first email to your company.

Good afternoon. My name is Chris Runion. I have lived at the property located directly south across Warner Rd from the proposed development since 2004. Prior to that my parents lived here since 1973. As the population of the area has grown, so too has the traffic on Warner Rd. The noise from cars has become obnoxious starting early in the morning and lasting until late in the evening. Several years ago, before my husband was diagnosed with dementia and then passed away, we had wanted to build a wall to block out the noise but had unexpected expenses. (My son tried calling Tempe to find out if the city could help with the cost due to the fact that they want to increase development to collect more taxes, but they never returned his calls.) In addition to the noise, the sheer volume of traffic has made it dangerous to get in and out of my driveway. Now with the proposed development of that corner, it will become a "destination" inviting more and more cars in front of my house causing more noise but even worse, more chances of being involved in an accident or other people having one. Being so close to the corner, many cars going west on Warner Rd treat the section west of Rural Rd as a race track. Once they have crossed Rural, they hit the gas and literally race west. With more cars turning in and out of a new development it is going to increase the chances of a serious collision which may cause cars to carreen into my property and possibly into my house. Also, during times of heavy traffic, blind areas happen just due to the backup of cars. Then when you try to make a turn you literally have to take a chance or sit forever hoping that the traffic will thin out. Years ago, since the owners of the corner property started trying to develop it, I have been concerned about the increase in traffic, especially traffic turning in and out of driveways

Being older and single, I tend not to venture out much which is why I have not attended any meetings. I also tend to time my outings at times when there is less traffic due to the issues getting in and out of my property.

Thank you,
Chris Runion

From: [Chris Runion](#)
To: [Kaminski, Diana](#)
Subject: Development of property on the corner of Warner Rd and Rural Rd
Date: Saturday, August 10, 2024 12:43:54 PM



This message could be suspicious

- This is an obscure personal email address.
- Similar name as someone in your company.
- No employee in your company has ever replied to this person.

Good afternoon again. I am Chris Runion, owner of the property on the south side of Warner Rd across the street from the property that is proposing a development plan. I sent you a message yesterday, but this morning as I was looking over the maps of traffic flow sent in by Paul and Cindy Lines, I realized a MAJOR issue that I have dealt with for years that is getting progressively worse and will be magnified if this property is developed according to the plan. My driveway is just to the west of the proposed entrance and exit of the property being discussed. The problem I ALREADY face is turning into my driveway while heading west on Warner Rd which is 99% of the time. Here is the issue.

The center lane is for making left hand turns. In Arizona, generally, you are only supposed to travel up to 200 ft in the center turn lane before making the turn. At major intersections like the one at Warner and Rural, there are DESIGNATED turn lanes that don't start until the legal distance before the intersection for making a left turn. This helps prevent clogging up the center turn lane for people making left hand turns from the opposing direction. If not at a major intersection, you generally enter the center turn lane when the solid yellow line designating the center lane turns into a broken yellow line. My driveway is just to the east of 71st St and also just west of Rural Rd. I don't enter the center lane to turn left into my driveway until the solid yellow line disappears. Unfortunately, when traffic increases, people eastbound on Warner Rd tend to turn into the center lane before my driveway which is quite a distance before the designated turn lane. If I am already in the turn lane and am waiting to make the turn, people heading east will yell at me and of course also exercise their fingers because I am in their way of getting into the center lane before they are supposed to. Another issue occurs when drivers get into the center lane before the turn lane blocking me from turning into the center lane. At that point I have two choices, either stop in my lane and block traffic behind me and chance being rear ended or continue driving west until I can make a "U" turn. Many times I have also come close to being in a head-on collision when turning into the center lane because an eastbound driver decided to get into the center lane at the same time even though their turn lane hasn't started yet. The driveways for the new development are going to be between my driveway and the intersection at Rural Rd. It looks like they are positioned close to where I turn into the center lane to turn into my driveway. This is going to cause a bigger issue for me when trying to get home. If eastbound drivers are turning into the development but having to wait for oncoming traffic to clear, they are going to be blocking the center turn lane where I have to turn and if I am in the turn lane already it is going to block them. It will also create a dangerous situation due to limited visibility of traffic.

This intersection has become extremely busy and traffic backs up in front of my home long before rush hour time. Into this mix, add a destination that the builders hope will become popular, so close to the main intersection, and accidents will become more prevalent. 71st St residents plus myself are having difficulties just getting to our homes as it is, but this development will increase the risk of getting home without being involved in an accident. I think the city needs to look at the situation more closely.

Again, thank you for your time.

Chris Runion

From: [Kaminski, Diana](#)
To: [Barry, Joanna](#)
Subject: FW: Tally Ho Farms South Corner Rural & Warner
Date: Tuesday, August 13, 2024 10:00:56 AM

From: Debbie Keller Personal Publicity [REDACTED]
Sent: Monday, August 12, 2024 6:46 PM
To: Kaminski, Diana <Diana_Kaminski@tempe.gov>
Subject: Tally Ho Farms South Corner Rural & Warner

! This message could be suspicious

- This is an obscure personal email address.
- You've never replied to this person.

Hi Diana,

I don't know how many emails you have received from the Tally Ho South residents in regard to the potential traffic situation facing us. As the neighborhood lead I have a so many people calling me and emailing expressing their concerns.

I'm sure you've heard plenty of times the 71st street is very close to the intersection of Rural & Warner. If people can pull into the center from Rural coming from the west, pulling out of south 71st St into the center lane to turn left will really be scary and unsafe.

Debbie Keller
Tally Ho Farms South Neighborhood Association Lead
[REDACTED]

From: [jackhodgson](#)
To: [Kaminski, Diana](#)
Subject: NWC RURAL AND WARNER
Date: Sunday, August 11, 2024 7:34:12 PM

Ms. Kaminski,

I am a resident of Tally Ho South .I am very concerned about the proposed development on the aforementioned corner. I believe so many aspects of this development for our neighborhood are terribly wrong starting with the inappropriate zoning self serving alteration in violation of existing laws governing CCR's. The packing of restaurants and bars into a relatively small 3.5 acre space with woefully inadequate parking is just the start of a long discussion of what this project will do to degrade our neighborhood while developers/owners and their paid experts make money and leave with the the neighborhood inextricably altered for the worse. It would take too long to discuss the myriad of detail on the negative environmental, noise, light, heat, glare, degradation of property values, adverse and inconsistent architectural proposal (26' foot walls lining Warner & Rural), incompatibility with the close-in residential neighborhood, disruptive behavior attendant to this type of commercialization.

Instead I will address the most alarming aspect of this proposal. . .TRAFFIC!
71st Street is just 200-250 fee from this corner. This corner is already overstressed and I believe there have been a number of accidents there already. As Tally Ho residents can tell you high traffic hours are a nightmare with cars taking chances in the middle passing lane in this very short distance to make lights and violate lane change rules to make left and rights in a 45-mil/ hour speed limit road. Many cars are blowing post the speed limit. The City has already identified and taken action to mitigate a traffic situation that is getting steadily worse. What are the "Safety Corridor" signs there for? (rhetorical question). Tempe Police have stepped up speeding citations because of traffic concerns in this area. Now they are going to put photo radar into this area. It is plain that increasingly Warner Road is being used as pass through between the 101 and I-10. Into this traffic cauldron he City is now rushing headlong into putting two lanes (entrance/exit) onto Warner Road in the small space between 71st St. and a Rural Road for a restaurant/bar development. Where is out City traffic department to analyze this situation? I haven't seen anything from the City concerning traffic in the Tempe Development Review Commission 100 page write up. Nevertheless we saw the developer proffer there own "Transportation Impact Study." which concluded " the additional traffic generated by the proposed development is anticipated to result in minimal traffic impacts on the existing roadway network." I'm sorry to be crass but this is bovine scatology. The study even cited national traffic data. . .what does that have to do with our community in South Tempe? Do you think increased traffic arising from this development during the high traffic hours at our local schools at Waggoner, KMS, Mariposa and Corona del Sol High School will degrade safety. I certainly think so.

I would like to address parking because it has such a large impact on the traffic issue. 235 spaces for three out of four buildings with restaurant/bars is woefully inadequate for the type of use being proposed on this lot. The Developers Parking Analysis and the document in general attempts to offer a gauzy picture of patrons taking mass transit, walking or bicycling to this new development. If you want a good example of

parking difficulties just look across to the NE corner at high use hours. . .cars zipping around jockeying for scant parking. I have no scientific evidence to debunk or validate this claim but my visceral feel is 99% of these establishments' patrons will arrive and leave by car. Keep in mind we already have this supposed neighborhood walk /bicycle restaurant theory at the corner of Kyrene (Picazzo's), Rural (Postinos/Ghost Ranch) and McClintock (Zipps/Garcias). Is South Tempe really deprived if we don't have another alleged feel-good walk-to restaurant/bar development.

To further prove that this the parking situation will quickly get out of hand is that they will offer valet parking. How will that help? The document almost admits that parking will be a problem by including a possible "Off site parking agreement with a church on the Southeast corner for employee or valet parking." Another addition to the significant increase in pedestrian/vehicle traffic crossing two major streets during high traffic hours. Obviously parking will take place up and down 71st St., both North and South, a normally quiet residential street with the probability that many patrons parking on the South and will illegally and dangerously cross Warner Rd. rather than circuitously walking down to the Warner/Rural pedestrian intersection crossing. The residents on the South side will be further negatively impacted by the fact that they will have to make left turns in a very tight area that is already a challenging traffic maneuver during high use hours. A lawyer and/or developer at the last meeting blithely and sarcastically suggested that the road could be altered to help the developers' adverse traffic creation. Great! Let's wreck another quiet South Tempe neighborhood with a pass thru where significant traffic will be doing 45-50 mph in a 25mph for the interest of owners /developers making a buck and never again set foot in our neighborhood again.

I believe this is a serious situation where the process should be slowed down to study it in an unbiased manner, because it appears that all the opinions are being rendered by experts, consultants and attorneys that are being retained by the developer/ owners. Input from immediate neighborhood as well as the arms length assessments by the Tempe Traffic and Police departments should be carefully and fully studied. I would like to think that the Development Review Commission is totally neutral when it comes to competing interests of neighbor efficacy vs. developers. Nevertheless this initiative looks very rushed to me. The character and future of the immediate neighborhood is being considered here. Nevertheless the DRC document states "Development shall be in substantial conformance with the site plan dtd. 7/19/24", neighborhood mtg. 5/30/24, public hearing,8/13/24, Final hearing 8/19/24. Maybe I am reading this wrong but it sounds like the Tempe DRC is in agreement with the plan and wants it to happen fast.

With so may affected people being out town for the summer why did you schedule the public hearing on 8/13/24?

Please take these comments seriously. The future of the neighborhood as well the South Tempe community is at stake here.

Regards,

A South Tally Ho resident

From: [Josh Bolen](#)
To: [Kaminski, Diana](#)
Subject: We support the Development of NW Corner Rural and Warner
Date: Monday, August 12, 2024 2:23:00 PM
Attachments: [Combined.pdf](#)



This message needs your attention

◆ This is their first email to your company.

Diana,

Hope this email finds you well. My family and I live at [REDACTED] [REDACTED] [REDACTED] in Tally Ho Farms South. We have received a few emails from our neighbors that are not in favor the development of NW Corner of Rural and Warner. We have also been provided with the attached.

We do not believe that these alleged issues will create ◆big traffic problems◆ for our neighborhood. We also want you to know that these vocal neighbors do not speak for all residents of 71st Street.

We are in strong favor of this development. I have lived in Tempe since 1986 and I own the second largest law firm in Tempe. We need to develop and put money towards South Tempe. We cannot continue to let areas outside of ASU in Tempe continue to be ignore. We need development of nonresidential parcels in our community. This was a breath of fresh air when we learned of this development.

We stand strongly behind this development and the business that it seeks to bring to our neighborhood.

Thank you.

If you need anything from me, please let me know.

Sincerely,

Josh Bolen, Esq.

Direct: 480-427-2862
Josh.Bolen@chdblaw.com
Licensed in AZ, CO, NM, TX

CHDB Law LLP

www.chdblaw.com

800.743.9324 F: 800.743.0494

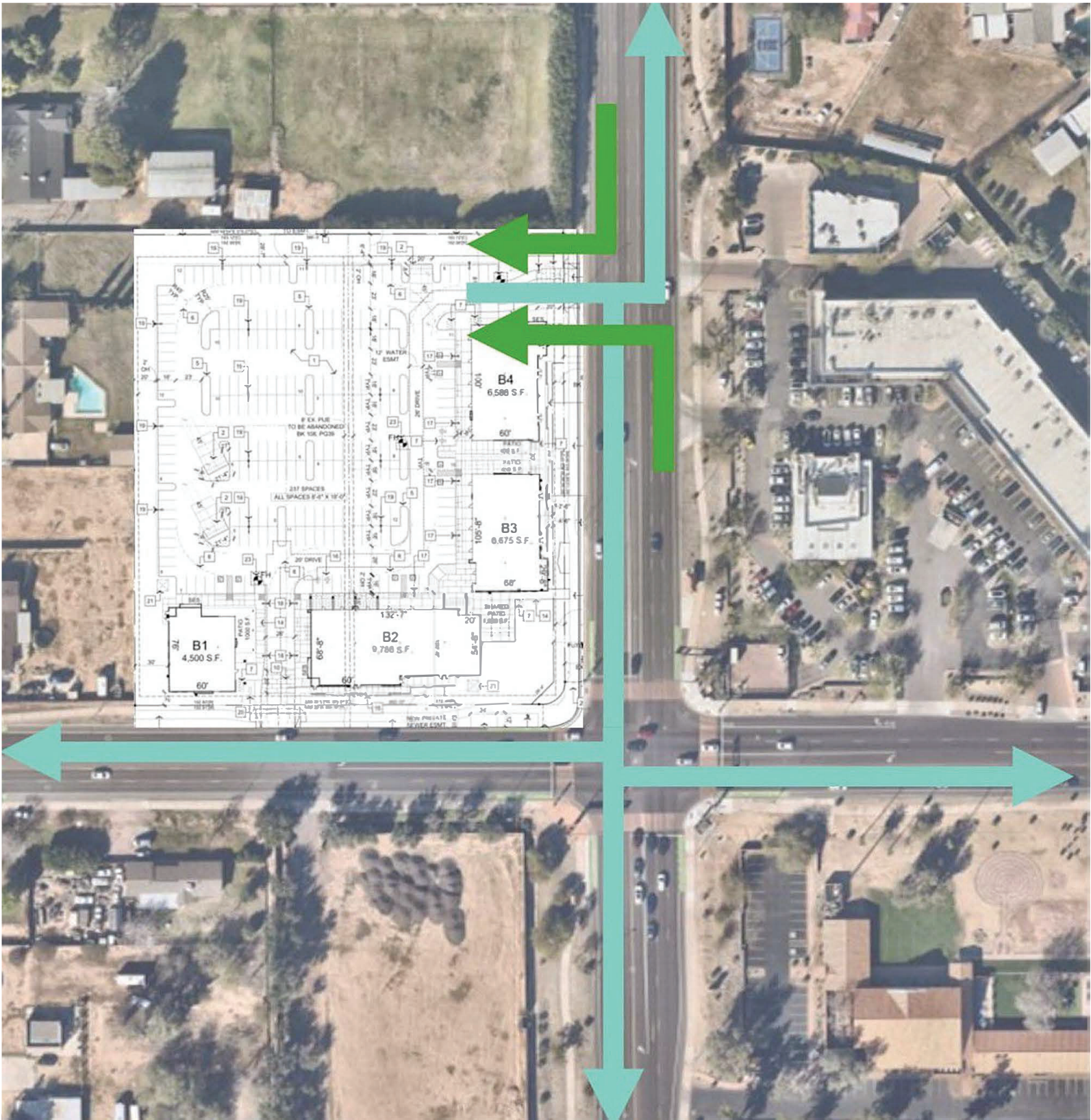
Phoenix | Prescott | Tucson

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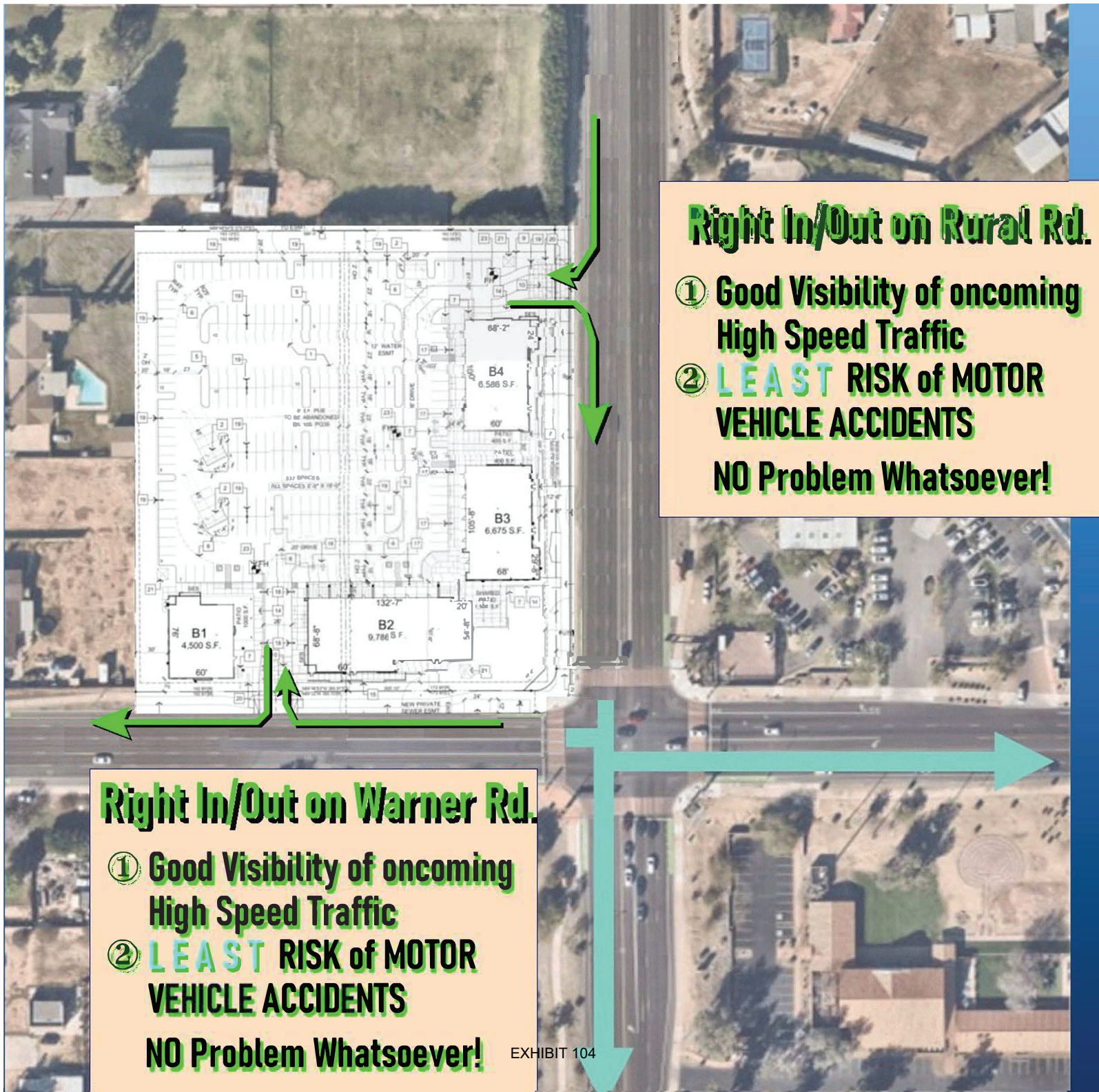
THIS FIRM IS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. YOU MAY OPT OUT OF RECEIVING FURTHER EMAIL COMMUNICATIONS FROM CHDB LAW AT THIS EMAIL ADDRESS BY REPLYING WITH AN EMAIL MESSAGE THAT HAS THE WORD **STOP** IN THE SUBJECT LINE.

If your HOA account is in collection, you can make a payment by credit card or ACH. Click the following link: www.hoacollection.com . Please note that a \$15.00 convenience fee applies to all credit card and ACH payments.







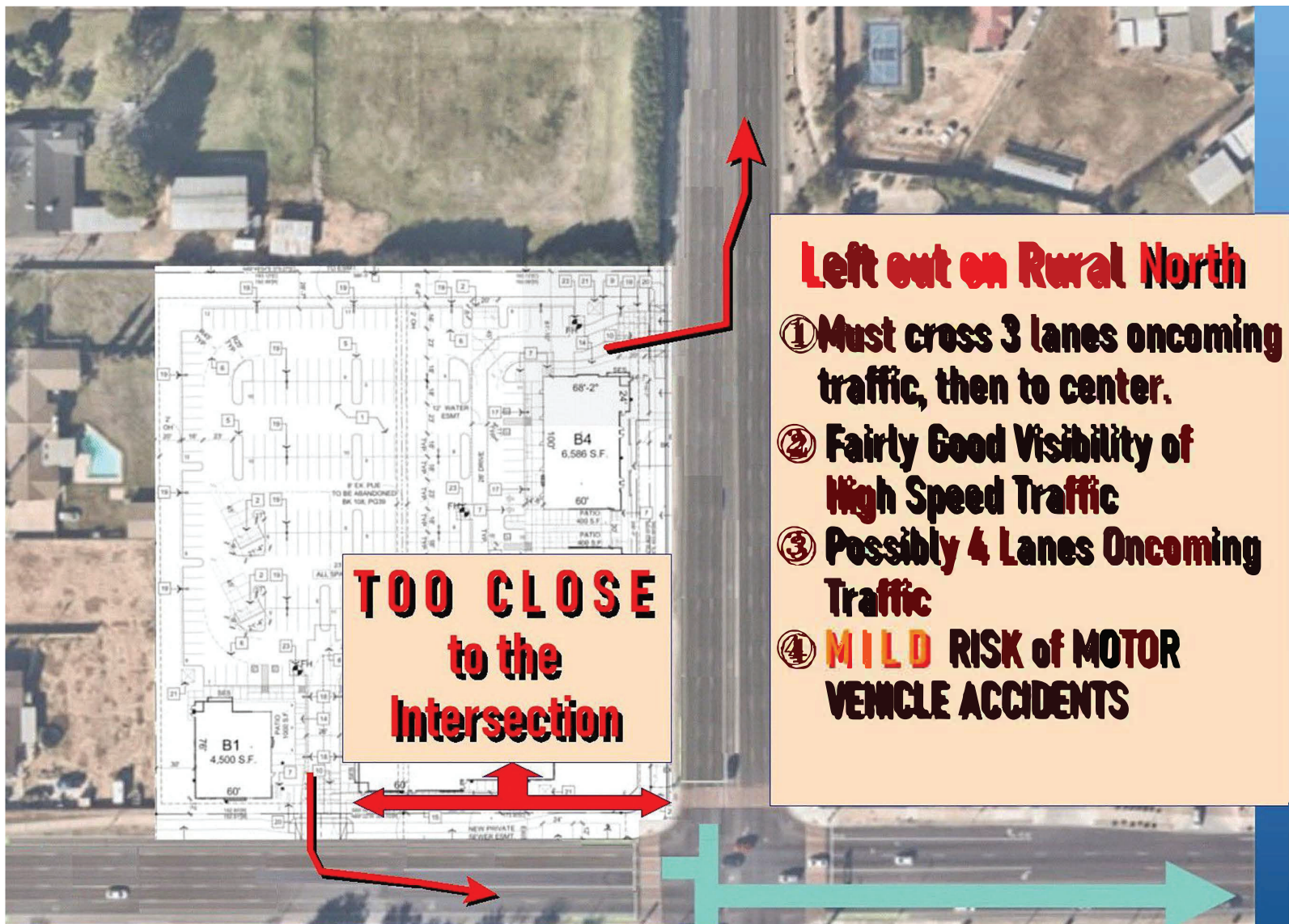


Right In/Out on Rural Rd.

- ① Good Visibility of oncoming High Speed Traffic
 - ② **LEAST** RISK of MOTOR VEHICLE ACCIDENTS
- NO Problem Whatsoever!**

Right In/Out on Warner Rd.

- ① Good Visibility of oncoming High Speed Traffic
 - ② **LEAST** RISK of MOTOR VEHICLE ACCIDENTS
- NO Problem Whatsoever!**



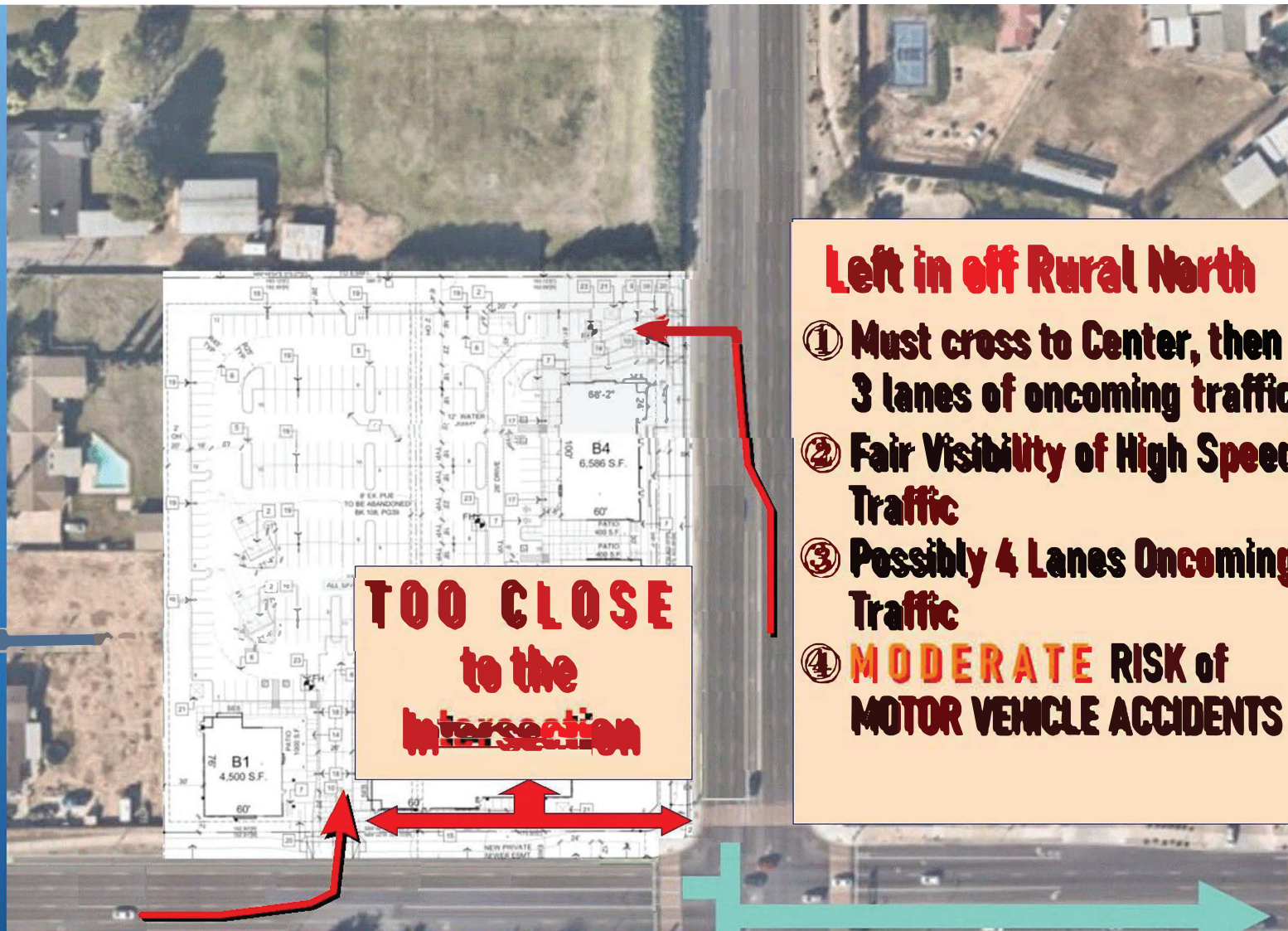
Left out on Rural North

- ① Must cross 3 lanes oncoming traffic, then to center.
- ② Fairly Good Visibility of High Speed Traffic
- ③ Possibly 4 Lanes Oncoming Traffic
- ④ MILD RISK of MOTOR VEHICLE ACCIDENTS

TOO CLOSE
to the
Intersection

Left out on Warner, Heading East

- ① Must cross 3 lanes of oncoming traffic.
- ② Poor Visibility of High Speed Traffic
- ③ NO ability to see West/East oncoming Traffic simultaneously
- ④ HIGH RISK MOTOR VEHICLE ACCIDENTS



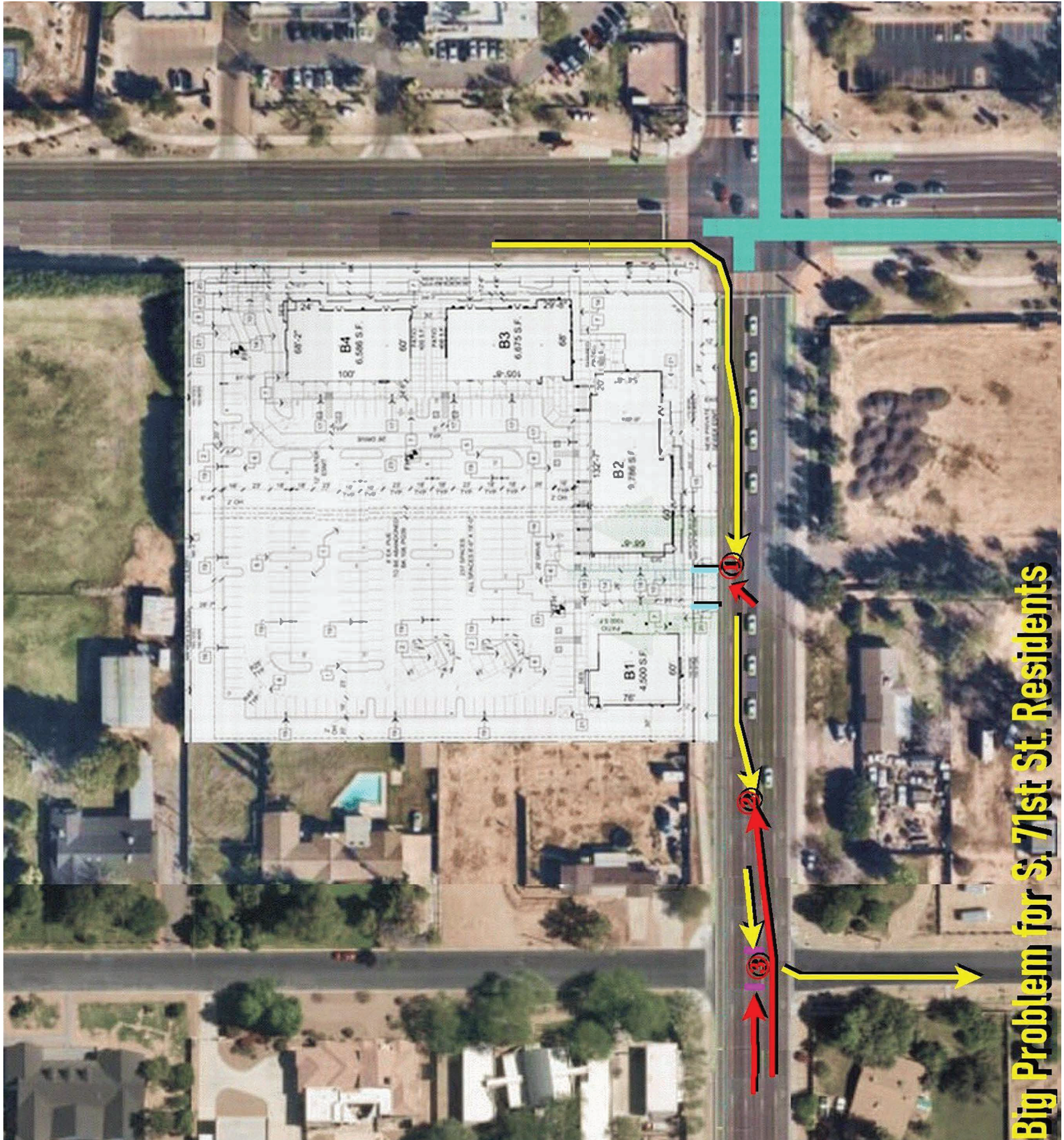
Left in off Rural North

- ① Must cross to Center, then 3 lanes of oncoming traffic.
- ② Fair Visibility of High Speed Traffic
- ③ Possibly 4 Lanes Oncoming Traffic
- ④ MODERATE RISK of MOTOR VEHICLE ACCIDENTS

Left in off Warner, Heading East

- ① Must cross into Center Lane, then cross 2 lanes of oncoming traffic.
- ② Poor Visibility of High Speed Traffic
- ③ Possibly 3 Lanes Oncoming Traffic
- ④ HIGH RISK MOTOR VEHICLE ACCIDENTS





Big Problem for S. 71st St. Residents

Big Problem for S. 71st Street Residents

If Left into the commercial center from Warner Road is permitted, it produces 3 new circumstances **that do not now exist** for motor vehicle collision with residents of South 71st Street.

1. Driving South on Rural Road: One must turn right in the right Southbound lane, turn the corner in that lane, then quickly maneuver into the left Westbound lane and prepare to move into the center lane.

A. If the East-West light is green, after stopping at the red light, 71st street residents can still make a right turn from the Rural Road Southbound lane. The visibility to those in the center lane is largely blocked, due to the backup of cars ahead of them, waiting to turn left. Cars turning into the Warner access at that moment would cause either a head-on or broadside collision with 71st street residents going home.

B. If the East-West light is red, the same situation applies, as 71st Street residents can still turn right from their Rural Road green light.

C. If the East-West light is showing a protected left onto Rural Road, the situation still exists for 71st street residents going home.

2. Having made the turn, and Driving West on Warner Road: Cars behind you are wanting to speed up rapidly, and one feels obligated to turn into the center lane as soon as possible. Those seeking to enter a Warner Road entry point will need to move from the left Eastbound lane immediately after crossing the 71st street intersection into the center lane. The same lane 71st street residents will be wanting to occupy at the same time. Another head-on collision opportunity.

3. Turning from Warner left to 71st street from the center lane: As those driving to enter the commercial center from Warner Eastbound are heading East they will need to very quickly move to the center lane. This lane can be entered at the same time by 71st street residents going home, setting up a broadside accident for 71st residents. Some drivers illegally drive through that very intersection in the center lane at high speed from the West, making a head-on collision likely.

From: [Kaminski, Diana](#)
To: [Barry, Joanna](#)
Subject: FW: ATTENTION Tally Ho South NW Corner Rural & Warner!
Date: Tuesday, August 13, 2024 10:01:04 AM

From: [REDACTED]
Sent: Monday, August 12, 2024 7:30 PM
To: Kaminski, Diana <Diana_Kaminski@tempe.gov>
Subject: Fwd: ATTENTION Tally Ho South NW Corner Rural & Warner!

! This message could be suspicious

- This is an obscure personal email address.
- This is their first email to your company.

attn: Ms K

PAUL'S ANALYSIS IS INTERESTING AND EVIDENTLY TRUE FROM AN EXPERIENCED (DRIVING) POINT OF VIEW. EVER GOT STUCK WANTING TO LEFT TURN OUT OF S 71 ST WITH HEAVY TRAFFIC....AND THE ONCOMING NEVER ENDS ? (DUE TO PATHETIC LIGHT TIMING AT KYRENE)

LOOKING AT THE POTENTIAL TRAFFIC ENVISIONED FREQUENTING THE NEW "COMMERCIAL" PROPERTY, THE CITY WILL INEVITABLY WANT TO INSTALL TRAFFIC CONTROL LIGHTS AT THE TWO COMPETING IN/OUT ACCESS POINTS....OR BETTER YET, EMINENTLY DOMAIN ADDITIONAL LANES TO 'SOLVE' THE PROBLEM.....

I SUGGEST THAT THE CITY JUMPED THE GUN WHEN APPROVING THE WHOLE ZONING CHANGE.....THEREBY TOSSING OUR WELL ESTABLISHED NEIGHBORHOOD CC&R'S.....AND SETTING A PRECEDENT WHICH WILL NOW - NEVER GO AWAY.

NO MATTER WHAT 'FIX' MIGHT BE INCORPORATED, TRAFFIC COUNTS ARE SURE TO RISE OVER THE COMING YEARS WHICH COULD RENDER ANY CHANGES MADE TODAY OBSOLETE.....POSSIBLY AND PROBABLY LEADING TO AN IMPOSSIBLE SITUATION.....

THE WHOLE THING SHOULD HAVE NEVER HAPPENED; POLITICS AND BACK DOOR DEALS REIN SUPREME.....

THIS IS NOT PROGRESS. THE ONLY BENEFICIARIES ARE THE NEW YORK MONEY GROUP WHO STARTED ALL THIS INITIALLY ILLEGAL MALARKEY, AND WHOEVER COLLECTS THE RENT.

MARK SHERMAN
12650 - 34TH YR

In a message dated 8/9/2024 2:03:40 PM US Mountain Standard Time,
[REDACTED] writes:

Attention Tally Ho South Neighbors,

I would like to share with you the potential unsafe the traffic impact proposed by the developer of the NW corner of Rural & Warner and how it specifically relates to South 71st Street.

Our neighbor's Paul & Cindy Lines did a great job of identifying the potential problems we are faced with. The letter below is Paul Lines comments he sent to the city. I have also attached Paul's graphics he prepared that clearly show the problems noted in his comments.

There is a 104 page Development Review Commission Agenda the city has online for the upcoming Public Meeting next Tuesday 8/13 at 6:00PM. It's a large document. If you would like me to send it to you, let me know. The city document says "*The applicant has had extensive meetings with the residents and property owners in the area to address their concerns.*" If they reached out to any of you, let me know because I have had to go to them for information.

The meeting next Tuesday is extremely important and this may be our only shot at protecting ourselves from an unsafe situation. PLEASE take a moment to look at Paul's graphics and send your comments to Diana Kaminski diana_kaminski@tempe.gov at the city before next Tuesday. To our neighbors that face both Warner and Rural please weigh in and send your comments, we need you. ALSO, PLEASE try to make to the meeting. We are last on the agenda probably starting around 6:30pm.

Paul's comments to the city...

Big Problem for S. 71st Street Residents

If Left into the commercial center from Warner Road is permitted, it

produces 3 new circumstances that do not now exist for motor vehicle collision with residents of South 71st Street.

1. Driving South on Rural Road: One must turn right in the right Southbound lane, turn the corner in that lane, then quickly maneuver into the left Westbound lane and prepare to move into the center lane.

A. If the East-West light is green, after stopping at the red light, 71st street residents can still make a right turn from the Rural Road Southbound lane. The visibility to those in the center lane is largely blocked, due to the backup of cars ahead of them, waiting to turn left.

Cars turning into the Warner access at that moment would cause either a head-on or broadside collision with 71st street residents going home.

B. If the East-West light is red, the same situation applies, as 71st Street residents can still turn right from their Rural Road green light.

C. If the East-West light is showing a protected left onto Rural Road, the situation still exists for 71st street residents going home.

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3. Turning from Warner left to 71st street from the center lane: As those driving to enter the commercial center from Warner Eastbound are heading East they will need to very quickly move to the center lane. This lane can be entered at the same time by 71st street residents going home, setting up a broadside accident for 71st residents. Some drivers illegally drive through that very intersection in the center lane at high speed from the West, making a head-on collision likely.

Thank you Paul & Cindy for all of your help, we appreciate it.

Debbie Keller

From: [Kaminski, Diana](#)
To: [Barry, Joanna](#)
Subject: FW: In favor of retail and dining development in NW corner of Rural and Warner
Date: Tuesday, August 13, 2024 10:33:12 AM

From: Melanie Magisos [REDACTED]
Sent: Tuesday, August 13, 2024 10:22 AM
To: Kaminski, Diana <Diana_Kaminski@tempe.gov>
Cc: Peter Lehman [REDACTED]
Subject: In favor of retail and dining development in NW corner of Rural and Warner

! This message could be suspicious

- This is an obscure personal email address.
- This is their first email to you.

Dear Ms. Kaminski,

We are writing to support the proposed retail and dining development on the corner of NW Rural and Warner. Melanie attended a presentation of the project and it appeared to be well thought out and responsive to the needs and wants of South Tempe residents. We really like that it would be within walking or biking distance of the surrounding subdivisions.

We have lived in South Tempe for 24 years, 12 of them in Warner Ranch. We would like to see something useful and attractive built on the unused and ugly corner we drive by every day. The proposed project would be of benefit to our neighborhood.

Sincerely yours,
Melanie Magisos and Peter Lehman
[REDACTED].
Tempe, AZ

[Sent from Yahoo Mail for iPhone](#)

From: [Kaminski, Diana](#)
To: [Barry, Joanna](#)
Subject: FW: Rural and Warner
Date: Monday, August 12, 2024 4:11:05 PM

From: Nick Bastian [REDACTED]
Sent: Monday, August 12, 2024 4:07 PM
To: Kaminski, Diana <Diana_Kaminski@tempe.gov>
Subject: Rural and Warner

i This message needs your attention
• This is their first email to you.

Hi Diana,

I just wanted to send a quick email to say that I am very much in support of the proposed development at the NW corner of Rural and Warner.

I have lived in this area for decades and feel like their proposal is something that is greatly needed for our neighborhood. I also believe it to be an ideal use of that corner.

Thank you,

Nick Bastian

[REDACTED]

[REDACTED]

Tempe, AZ 85284

[REDACTED]

[REDACTED]

From: [Kaminski, Diana](#)
To: [Barry, Joanna](#)
Subject: FW: Warner/Rural Development
Date: Tuesday, August 13, 2024 3:26:07 PM

From: Owen Ellington [REDACTED]
Sent: Tuesday, August 13, 2024 3:18 PM
To: Kaminski, Diana <Diana_Kaminski@tempe.gov>
Subject: Warner/Rural Development

! This message could be suspicious

- This is an obscure personal email address.
- This is their first email to you.

Good Morning Diana,

I just wanted to send you an email supporting the development on the NWC of Rural and Warner roads. I understand that there will be a development review commission meeting this afternoon. I live on the very eastern edge of Warner Ranch, so that plot of land is within a minute of my home. I fully support commercial development of that land!

Thank you,
Owen Ellington
[REDACTED] Tempe, AZ 85284

From: [Maureen Connolly](#)
To: [Kaminski, Diana](#)
Subject: Warner and Rural
Date: Wednesday, August 14, 2024 4:40:53 PM



This message could be suspicious

- This is an obscure personal email address.
- Similar name as someone in your company.
- This is their first email to your company.

Dear Ms Kaminski,

My name is Maureen Connolly. My husband Zach White and I live in Warner Ranch with our 7-year-old, boy-girl twins. We heard from our neighbor, Janet Hamlin, that the City of Tempe will be meeting to consider a commercial development for the vacant lot at Warner and Rural. We are very excited to hear that we might be getting a development there and look forward to riding our bikes to it. We think it will be a great addition to our neighborhood. Thank you very much for your time in reading our note.

Sincerely,

Maureen



CITY OF TEMPE REQUEST FOR COUNCIL ACTION

**Meeting Date: 9/5/2024
Agenda Item: 8B2**

ACTION: PUBLIC HEARING ITEM Introduce and hold the first public hearing to adopt an ordinance authorizing the granting of a power distribution easement to Salt River Project Agricultural Improvement and Power District over certain City-owned land located at 3031 South Hardy Drive and authorizing the Mayor or his designee to execute an easement agreement and related documents. The second and final public hearing is scheduled for September 19, 2024. (Ordinance No. O2024.45)

FISCAL IMPACT: N/A

RECOMMENDATION: Adopt Ordinance No. O2024.45.

BACKGROUND INFORMATION: This easement is for the addition of Salt River Project (SRP) power service delivery to the new Tempe Fire Station No. 2 located at 3031 South Hardy Drive.

ATTACHMENTS:

1. ORDINANCE_EE_EA_T3447362_LR86608_2024-08-21_APN_123-39-512.DOC
2. EASEMENT_EE_EA_T3447362_LR86608_2024-08-21_APN_123-39-512.PDF

STAFF CONTACT(S): Mark Weber, P.E., Deputy Public Works Director / City Engineer, (480) 350-8526

Department Director: Tara Ford, Public Works Director

Legal review by: Sam Arrowsmith, Assistant City Attorney

Prepared by: Stephen Grover, Right-of-Way Management Coordinator

ORDINANCE NO. O2024.45

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE GRANTING OF A POWER DISTRIBUTION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT OVER CERTAIN CITY-OWNED LAND AT 3031 S HARDY DR, AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN EASEMENT AGREEMENT AND RELATED DOCUMENTS.

WHEREAS, Section 2.11(g) of the Tempe City Charter, requires an ordinance to convey or authorize the conveyance or lease of any interest in City-owned lands; and

WHEREAS, the Salt River Project Agricultural Improvement and Power District (“SRP”) has requested that the City grant it an easement over certain City-owned land to add new services at 3031 South Hardy Drive for the new Tempe Fire Station No. 2.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

Section 1. That the City of Tempe does hereby authorize the granting of an easement to SRP in substantially the form attached hereto as “Power Distribution Easement” (the “Easement Agreement”), and in the approximate locations as described in Exhibit “A”, subject to the same encumbrances, liens, limitations, restrictions, and estates as exist on the land of which the easement is a part.

Section 2. That the Mayor or his designee is hereby authorized to execute any documents that may be necessary to carry out the provisions of this Ordinance, including without limitation the Easement Agreement.

Section 3. Pursuant to City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption.

[SIGNATURES ON NEXT PAGE]

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE,
ARIZONA, this ____ day of _____, 2024**

Corey D. Woods, Mayor

ATTEST:

Kara A. DeArrastia, City Clerk

APPROVED AS TO FORM:

Eric C. Anderson, City Attorney

EXHIBIT "A"

SRP JOB NUMBER: T3447362
SRP JOB NAME: TEMPE FIRE STATION NO 2
SECTION 28, TOWNSHIP 1N, RANGE 4E

DATE: 08-20-2024
PAGE: 1 OF 3

AN EASEMENT WITHIN LOT 1 OF "TEMPE FIRE STATION #2" AS SHOWN IN BOOK 1734 OF MAPS, PAGE 39, MARICOPA COUNTY RECORDER (MCR), LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING 8.00 FEET IN WIDTH, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 28, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, BEING A COTTON PICKER SPINDLE, BEARS NORTH 00 DEGREES 20 MINUTES 25 SECONDS WEST, A DISTANCE OF 1321.13 FEET (**BASIS OF BEARING**);

THENCE ALONG THE WEST LINE OF SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, NORTH 00 DEGREES 20 MINUTES 25 SECONDS WEST, A DISTANCE OF 860.26 FEET;

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THENCE ALONG SAID WEST LINE, BEING SAID NON-TANGENT CURVE TO THE LEFT, THRU A DELTA ANGLE OF 03 DEGREES 30 MINUTES 57 SECONDS, AN ARC DISTANCE OF 58.91 FEET;

THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 47 DEGREES 25 MINUTES 25 SECONDS EAST, A DISTANCE OF 22.04 FEET TO THE SOUTH LINE OF SAID LOT 1;

THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 57 MINUTES 13 SECONDS EAST, A DISTANCE OF 132.55 FEET TO A LINE 24.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 1, SAID POINT BEING THE **POINT OF BEGINNING** OF SAID CENTERLINE;

THENCE ALONG SAID PARALLEL LINE, NORTH 00 DEGREES 20 MINUTES 25 SECONDS WEST, A DISTANCE OF 16.75 FEET TO A LINE 16.75 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89 DEGREES 57 MINUTES 13 SECONDS EAST, A DISTANCE OF 18.68 FEET TO THE WINDOW OF A 7.50' X 5.50' ELECTRICAL EQUIPMENT PAD BEING A PART OF THIS EASEMENT, SAID POINT BEING THE **POINT OF TERMINUS** OF SAID CENTERLINE.

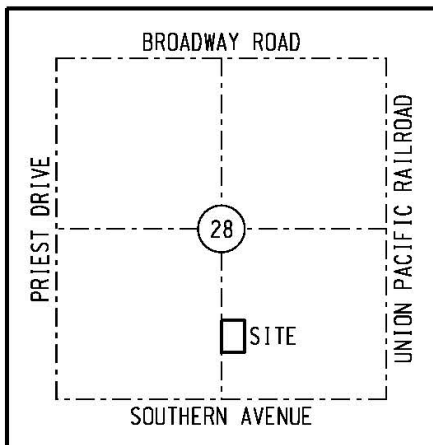
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SIDELINES BEING LENGTHENED OR SHORTENED TO FORM VERTICES AT ALL ANGLE POINTS AND TO TERMINATE AT ALL REFERENCED PARCEL LINES WHICH PASS THROUGH THE POINT OF BEGINNING.

END OF DESCRIPTION



EXHIBIT "A"



VICINITY MAP (NTS)
T1N, R4E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- CENTERLINE OF 8' EASEMENT
- EXISTING EASEMENT
- TIE LINE
- ◆ SECTION CORNER AS NOTED
- EQUIPMENT PAD(S)
ARE PART OF THIS EASEMENT

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
BCHH	BRASS CAP IN HAND HOLE
EPAD	ELECTRICAL EQUIPMENT PAD
FND	FOUND
MCR	MARICOPA COUNTY RECORDER
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE

BASIS OF BEARINGS:
BASED ON THE MARICOPA COUNTY
LOW DISTORTION PROJECTION
COORDINATE SYSTEM.



CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT. NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

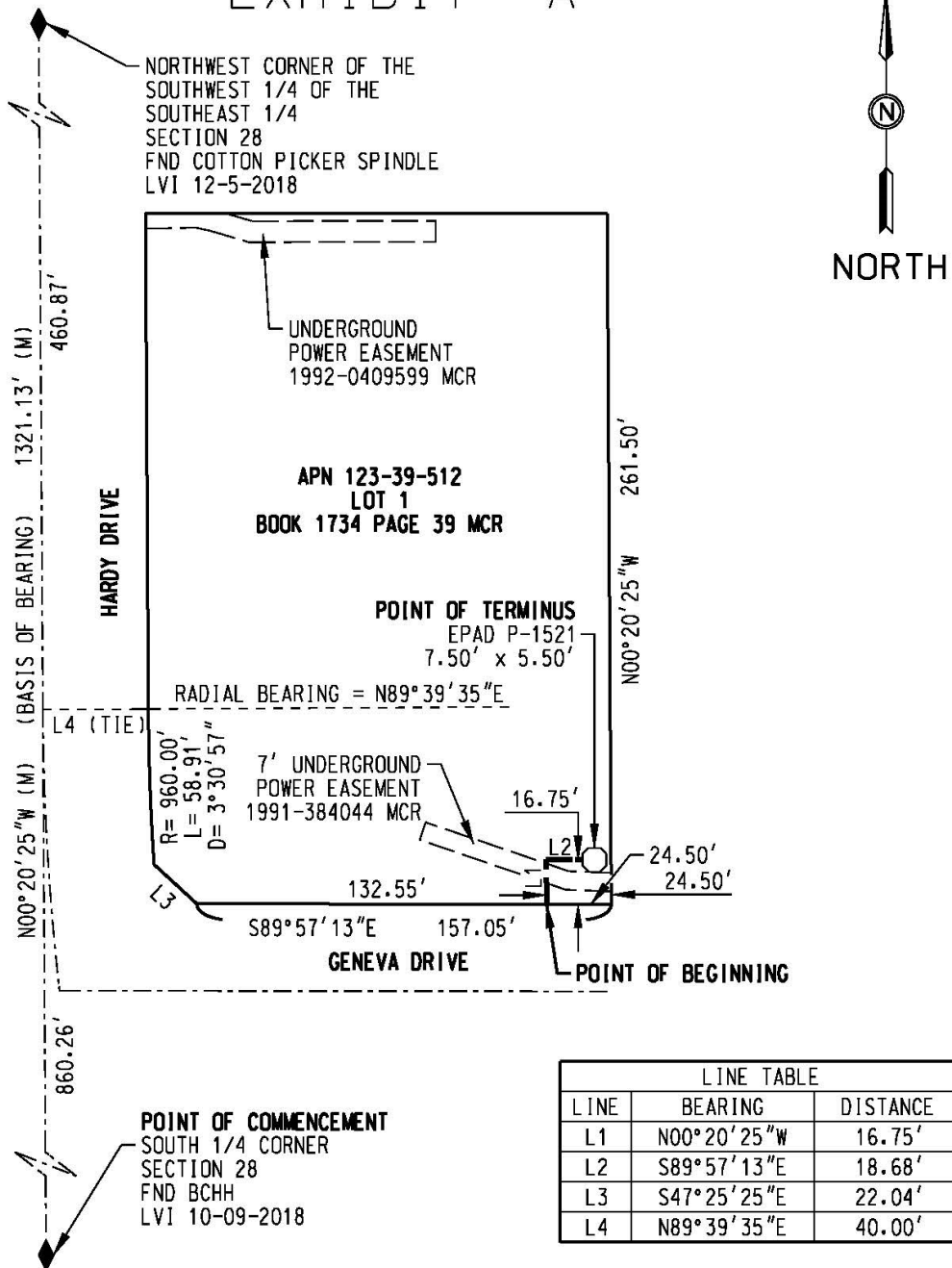
NOTES

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ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: NA	SCALE: NTS	
I.O. NUMBER: T3447362	SHEET: 2 OF 3	TEMPE FIRE STATION NO 2 SE 1/4, SECTION 28 T.1 N., R.4 E 1.3 NORTH - 20.5 EAST
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"	
DRAWN: BARNES	REVISION:	
CHECKED BY: WOOLGAR	CREW CHIEF: WINKLER	
DATE: 8-20-2024	JEP FIELD DATE: 07-31-2024	

EXHIBIT "A"



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SRP SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: NA	SCALE: NTS	
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WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB 10W

P. O. Box 52025

Phoenix, Arizona 85072-2025

**EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 123-39-512
SE ¼, SEC. 28, T01N, R04E

Agt. CLB
Job # LJ89049/T3447362
W CLB C JEP
R/W#

**THE CITY OF TEMPE,
a Municipal Corporation**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, licensees, and invitees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conduits and conductors, pipes, cables, switching equipment, transformers, pad-mounted equipment, enclosures, manholes, vaults, and all other appliances, appurtenances and fixtures (collectively, "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of access to and from the Easement Parcel, over, across, through and along Grantor's Property (defined below) (collectively, the "Easement"). Grantee is hereby authorized to permit others to use the Easement for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Southeast quarter of Section 28, Township 01 North, Range 04 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in Subdivision Plat for Tempe Fire Station #2 Instrument Book 1734 Page 39 records of Maricopa County, Arizona.

Easement Parcel:

See Exhibit "A" Attached Hereto and Made a Part Hereof

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

The Easement is governed by the following terms and conditions:

1. Modification of Easement Parcel. Grantor acknowledges that field conditions may result in the Facilities being installed within Grantor's Property in a location that is not within the Easement Parcel. Promptly after discovering the construction or installation of any Facilities outside of the Easement Parcel, Grantee shall obtain Grantor's agreement with and execution of an amendment to this Easement modifying the legal description of the Easement Parcel to reflect the actual location of the Facilities (the "Amendment"). Upon the recordation of the Amendment, such revised legal description shall have the same force and effect, and create the same priority of interest, as if recorded concurrently with this instrument. Grantor may consent to the execution and recordation of the Amendment through the exercise of its sole discretion.
2. Prohibited Activities. Grantor shall not, whether directly or indirectly by granting permission, construct, install, or place any building or other structure, plant any trees, drill any wells, store materials of any kind, or alter the ground level, within the Easement Parcel. This paragraph 2 does not prohibit the use of the Easement Parcel for such purposes as landscaping (except trees), paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement, and does not interfere with the efficient operation and maintenance of the Facilities, including access thereto. To obtain clarification as to whether or not a particular construction activity is prohibited by the first sentence of this paragraph 2, Grantor may request Grantee's prior written approval to grade or install improvements ("Work") within the Easement Parcel by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work. Grantee may grant or deny such approval through the exercise of Grantee's sole discretion, provided that Grantee's review and right to approve shall be limited to whether the proposed Work conflicts with the existing Facilities, including access thereto. Any such approval is hereby subject to Grantor complying with all other provisions of this Easement.
3. Clear Areas. Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear area that extends 12.00 feet immediately in front of all transformer and other equipment openings ("Clear Areas"). No improvements, fixtures, trees, shrubs, or other obstructions shall be placed within the Clear Areas. Grantee shall have the right (but not the obligation) to remove any obstructions within the Clear Areas.
4. Additional Grantee Rights. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel or the Clear Areas, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantor agrees that any fences or walls which now cross or hereafter cross Grantor's Property will not prevent Grantee's access to the Easement Parcel or the Facilities. Grantor further agrees that Grantee can use gates on all such fences or walls for such access.

5. Perpetual Nature of Easement. The Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledged by Grantee. Upon such recordation, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.
6. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns.
7. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.
8. Private Use. The provisions of this instrument are not intended to and do not constitute a public utility easement or any other grant, dedication, or conveyance for public use of the Easement Parcel.
9. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the Grantor's Property and Easement Parcel is vested in Grantor, and (ii) Grantor has full power and authority to grant the Easement and to perform its obligations under this instrument.
10. Authority to Bind Grantor. The individual executing this instrument represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor, and (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity).

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, **THE CITY OF TEMPE, a Municipal Corporation** has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, _____.

**THE CITY OF TEMPE,
a Municipal Corporation**

By _____

Its _____

By _____

Its _____

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____ and _____, as _____ and _____, respectively, of **THE CITY OF TEMPE, a Municipal Corporation** on behalf of such corporation.

Notary Public

My Commission Expires

EXHIBIT "A"

SRP JOB NUMBER: T3447362
SRP JOB NAME: TEMPE FIRE STATION NO 2
SECTION 28, TOWNSHIP 1N, RANGE 4E

DATE: 08-20-2024
PAGE: 1 OF 3

AN EASEMENT WITHIN LOT 1 OF "TEMPE FIRE STATION #2" AS SHOWN IN BOOK 1734 OF MAPS, PAGE 39, MARICOPA COUNTY RECORDER (MCR), LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING 8.00 FEET IN WIDTH, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 28, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, BEING A COTTON PICKER SPINDLE, BEARS NORTH 00 DEGREES 20 MINUTES 25 SECONDS WEST, A DISTANCE OF 1321.13 FEET (**BASIS OF BEARING**);

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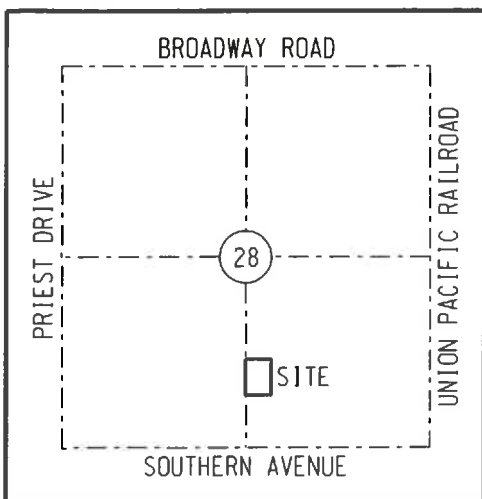
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END OF DESCRIPTION



EXHIBIT "A"



VICINITY MAP (NTS)
T1N, R4E
G&SRM

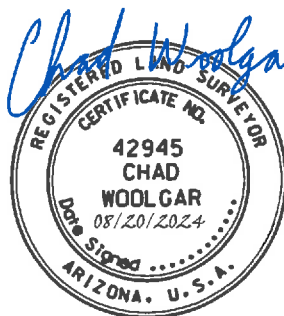
LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- CENTERLINE OF 8' EASEMENT
- EXISTING EASEMENT
- TIE LINE
- ◆ SECTION CORNER AS NOTED
- EQUIPMENT PAD(S)
ARE PART OF THIS EASEMENT

ABBREVIATION TABLE

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SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

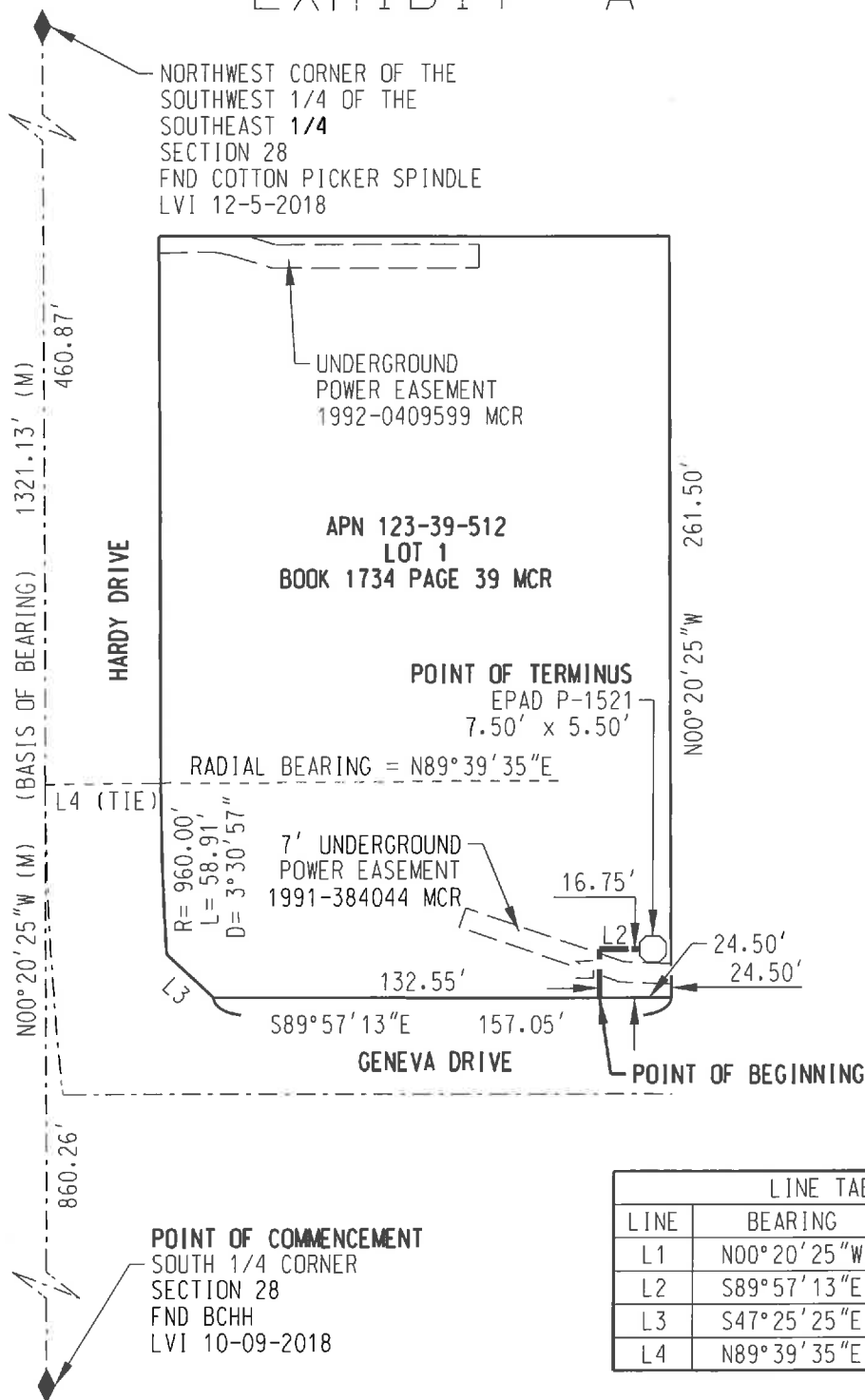


SURVEY DIVISION
LAND DEPARTMENT

SRP LDWR NUMBER: NA	SCALE: NTS
I.O. NUMBER: T3447362	SHEET: 2 OF 3
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: BARNES	REVISION:
CHECKED BY: WOOLGAR	CREW CHIEF: WINKLER
DATE: 8-20-2024	JEP FIELD DATE: 07-31-2024

TEMPE FIRE STATION NO 2
SE 1/4, SECTION 28
T.1 N., R.4 E
1.3 NORTH - 20.5 EAST

EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°20'25"W	16.75'
L2	S89°57'13"E	18.68'
L3	S47°25'25"E	22.04'
L4	N89°39'35"E	40.00'

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

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DATE: 8-20-2024	FIELD DATE: 07-31-2024

JEP

TEMPE FIRE STATION NO 2
SE 1/4, SECTION 28
T.1 N., R.4 E
1.3 NORTH - 20.5 EAST



CITY OF TEMPE REQUEST FOR COUNCIL ACTION

Meeting Date: 9/5/2024
Agenda Item: 8C1

ACTION: PUBLIC HEARING ITEM Hold the second and final public hearing to adopt an ordinance amending Chapter 2 of the Tempe City Code relating to Administration and the City Code generally, dissolving the Engineering and Transportation Department, the Municipal Utilities Department, and Sustainability and Resilience Office; establishing the Public Works Department and the Transportation and Sustainability Department; relocating the Education, Career, and Family Services Office to the Community Health and Human Services Department; and relocating Neighborhood Services from the Community Development Department to the City Manager's Office. The first public hearing was held on August 26, 2024. (Ordinance No. O2024.19)

FISCAL IMPACT: The operating budgets for the new departments (Public Works Department and Transportation and Sustainability Department) are reflected separately in the fiscal year (FY) 2024-25 budget.

The estimated costs for updating equipment and personnel uniforms and supplies to reflect the new department names are nominal and would happen during programmed replacements. Sufficient budget appropriation exists in the Public Works Department and Transportation and Sustainability Department's FY 2024/25 budget to cover these costs. The Engineering and Transportation Director position was reclassified to create a Deputy Public Works Director - City Engineer position with an estimated annual budget impact of approximately \$2,430. The budget impact will be offset by budget reductions within the new Public Works Department's existing budget. The Education, Career, and Family Services Office Director position was reclassified to create a Deputy Human Services Director position with an estimated annual budget savings of approximately \$66,415. No additional funds are being requested.

RECOMMENDATION: Adopt Ordinance No. O2024.19.

BACKGROUND INFORMATION: The Municipal Utilities Department currently consists of two divisions – Field Operations Division and Water and Sewer Utilities Division. The Engineering and Transportation Department currently consists of two divisions – Engineering Division and Transportation and Transit Division. The 2024 reorganization created two new departments titled Public Works Department and Transportation and Sustainability Department. The reorganization groups the Field Operations Division, Water and Sewer Utilities Division and Engineering Division into a single department called the Public Works Department. The reorganization also groups the Sustainability and Resilience Office and Transportation Division into a single department called Transportation and Sustainability Department. The Office of Education, Career, and Family Services Office will be moved to the Community Health and Human Services Department. Neighborhood Services will be moved to the City Manager's Office.

This ordinance amends Chapter 2 of the Tempe City Code relating to Departments and amends the City Code generally to reflect that the Engineering section of the Engineering and Transportation Department and the Municipal Utilities Department will be known as the Public Works Department, and the Transportation section of the Engineering and Transportation Department and Office of Sustainability Department will be known as the Transportation and Sustainability Department. The Education, Career,

and Family Services Office will move to the Community Health and Human Services Department and Neighborhood Services will move to the City Manager's Office.

ATTACHMENTS:

1. 08.26.2024_2024 REORGANIZATION ORDINANCE (FINAL).DOCX

2. CITYMANAGERORG_EXTENDEDLESSARROWS 8.12.2024.PDF

STAFF CONTACT(S): Lisette Camacho, Deputy City Manager, (480) 350-8505

Department Director: Rosa Inchausti, City Manager

Legal review by: Clarence Matherson, Jr., Deputy City Attorney

Prepared by: Tanya Chavez, Mayor and Council Chief of Staff

ORDINANCE NO. O2024.19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AMENDING CHAPTER 2, TEMPE CITY CODE, RELATING TO ADMINISTRATION BY AMENDING ARTICLE II, RELATING TO OFFICERS AND EMPLOYEES, BY AMENDING SECTION 2-16 RELATING TO SUPERINTENDENT OF PUBLIC STREETS; BY AMENDING SECTION 2-19 RELATING TO DEPUTY CITY MANAGERS; BY AMENDING SECTION 2-20 RELATING TO THE ASSISTANT CITY MANAGER; BY AMENDING ARTICLE III, RELATING TO DEPARTMENTS, BY AMENDING SECTION 2-131 RELATING TO GENERALLY TO CREATE TWO NEW DEPARTMENTS AND ONE OFFICE AND REPEAL TWO DEPARTMENTS AND ONE OFFICE; BY REPEALING SECTION 2-134.2 RELATING TO THE ENGINEERING AND TRANSPORTATION DEPARTMENT; BY REPEALING SECTION 2-139.2 RELATING TO THE MUNICIPAL UTILITIES DEPARTMENT; BY REPEALING SECTION 2-144.2 RELATING TO THE SUSTAINABILITY AND RESILIENCE OFFICE; BY AMENDING SECTION 2-132 RELATING TO COMMUNITY DEVELOPMENT DEPARTMENT; BY ADDING NEW SECTION 2-139.3 RELATING TO THE NEIGHBORHOOD SERVICES OFFICE; BY AMENDING SECTION 2-144 RELATING TO RESERVED BY ADDING A NEW PUBLIC WORKS DEPARTMENT; BY AMENDING SECTION 2-144.2 SUSTAINABILITY AND RESILIENCE OFFICE BY RENAMING THE OFFICE AND ADDING ADDITIONAL FUNCTIONS TO CREATE THE NEW SUSTAINABILITY AND TRANSPORTATION DEPARTMENT; BY AMENDING ARTICLE V RELATING TO BOARDS, COMMISSIONS, ETC. BY AMENDING DIVISION 8 RELATING TO THE TRANSPORTATION COMMISSION BY AMENDING SECTION 2-245 RELATING TO ESTABLISHED COMPOSITION AND SECTION 2-250 RELATING TO POWERS AND DUTIES; BY AMENDING DIVISION 21 RELATING TO THE TEMPE SUSTAINABILITY AND RESILIENCE COMMISSION BY AMENDING SECTION 2-375 RELATING TO ESTABLISHED COMPOSITION; AND BY AMENDING THE CITY CODE GENERALLY TO UPDATE REFERENCES TO STAFF TITLES AND DEPARTMENTS.

WHEREAS, Tempe City Charter Section 2.11 requires the passing of an Ordinance to establish, alter or abolish any City department, office or agency or to amend or repeal an Ordinance previously adopted; and

WHEREAS, Tempe City Charter Section 4.01 provides authority for the City Council to establish City departments, offices and agencies and to prescribe their functions; and

WHEREAS, the City Manager has determined, for proper administration of City functions, that it is necessary to amend the Tempe City Code to add, repeal and amend certain City departments and their functions; and

WHEREAS, the purpose and intent of this Ordinance is to make the appropriate conforming changes to the Tempe City Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

Section 1. That Tempe City Code Chapter 2, Administration, Article II, Officers and Employees, Section 2-16 -- Superintendent of Streets -- is hereby amended as follows:

Sec. 2-16. - Superintendent of Streets.

- (a) There is hereby established the office of Superintendent of Streets with all powers and duties as may be permitted by law for such office.
- (b) The Superintendent of Streets shall automatically be the person appointed to hold the office of ~~Engineering and Transportation Director~~ TRANSPORTATION AND SUSTAINABILITY DIRECTOR and any appointment to the office of ~~Engineering and Transportation Director~~ TRANSPORTATION AND SUSTAINABILITY DIRECTOR shall also carry with it the appointment to the office of Superintendent of Streets.

Section 2. That Tempe City Code Chapter 2 Administration, Article II, Officers and Employees, Section 2-19 -- Deputy City Managers -- is hereby amended as follows:

Sec. 2-19. - Deputy City Managers.

- (a) ~~Chief Deputy City Manager/Chief Innovation Officer, strong community connections.~~ There is hereby established the position of Chief Deputy City Manager/~~Chief Innovation Officer~~ working directly under and for the City Manager. The obligations and duties of the Chief Deputy City Manager/~~Chief Innovation Officer~~ include: works through and with Department Directors to establish and maintain an environment which encourages creativity, innovation and accountability at all levels throughout the City; assists City management to shape, define and realize the organizational aspirations, mission and culture; serves as a visible leadership presence to encourage, develop and support Department Directors in providing visionary, innovative and service driven leadership to City customers and staff; evaluates proposed actions for potential positive benefits and unforeseen consequences to the City and its citizens; participates in complex and sensitive negotiations and special projects for the City Manager; facilitates and coordinates projects, activities and goals with other City departments and outside agencies; provides strong visionary and innovative management leadership in

accordance with the City's mission and values; and provides highly responsible and complex administrative support to the City Manager. The Chief Deputy City Manager/~~Chief Innovation Officer~~ will manage such divisions, departments and offices as the City Manager directs from time to time.

- (b) *Deputy City Manager/~~Quality of Life~~*. There is hereby established the position of Deputy City Manager/~~Quality of Life~~ working directly under and for the City Manager. The obligations and duties of the Deputy City Manager/~~Quality of Life~~ include: works through and with department directors to establish and maintain an environment which encourages creativity, innovation and accountability at all levels throughout the City; assists city management to shape, define and realize the organizational aspirations, mission and culture; serves as a visible leadership presence to encourage, develop and support department directors in providing visionary, innovative and service driven leadership to city customers and staff; evaluates proposed actions for potential positive benefits and unforeseen consequences to the City and its citizens; participates in complex and sensitive negotiations and special projects for the City Manager; facilitates and coordinates projects, activities and goals with other city departments and outside agencies; provides strong visionary and innovative management leadership in accordance with the city's mission and values; and provides highly responsible and complex administrative support to the City Manager. The Deputy City Manager/~~Quality of Life~~ will manage such divisions, departments and offices as the City Manager directs from time to time.
- (c) *Deputy City Manager/~~Financial Stability and Vitality and Sustainable Growth and Development~~ CHIEF FINANCIAL OFFICER*. There is hereby established the position of Deputy City Manager/~~Financial Stability and Vitality and Sustainable Growth and Development~~ CHIEF FINANCIAL OFFICER working directly under and for the City Manager. The obligations and duties of the Deputy City Manager/~~Financial Stability and Vitality and Sustainable Growth and Development~~ CHIEF FINANCIAL OFFICER include: works through and with department directors to establish and maintain an environment which encourages creativity, innovation and accountability at all levels throughout the City; assists city management to shape, define and realize the organizational aspirations, mission and culture; serves as a visible leadership presence to encourage, develop and support department directors in providing visionary, innovative and service driven leadership to city customers and staff; evaluates proposed actions for potential positive benefits and unforeseen consequences to the City and its citizens; participates in complex and sensitive negotiations and special projects for the City Manager; facilitates and coordinates projects, activities and goals with other city departments and outside agencies; provides strong visionary and innovative management leadership in accordance with the city's mission and values; and provides highly responsible and complex administrative support to the City Manager. The Deputy City Manager/~~Financial Stability and Vitality and Sustainable Growth and Development~~ CHIEF FINANCIAL OFFICER will

manage such divisions, departments and offices as the City Manager directs from time to time.

Section 3. That Tempe City Code Chapter 2, Administration, Article II, Officers and Employees, Section 2-20 -- Assistant City Manager -- is hereby amended as follows:

Sec. 2-20. - Assistant City Manager.

Assistant City Manager. There is hereby established the position of the Assistant City Manager working directly under the Deputy City Manager/~~Quality of Life~~. The obligations and duties of the Assistant City Manager include: plan, manage, direct, and review the activities and operations of certain offices, and divisions under the City Manager's Office, to establish and maintain an environment which encourages creativity, innovation and accountability; assists City management to shape, define and realize the organizational aspirations, mission and culture; provides leadership and direction in planning and prioritizing tasks, strategic planning initiatives, and upholding the City's stated mission and values; advise, consult, and provide information to the Senior Management Staff and Council; assist with special projects as assigned; prepare complex and sensitive reports; represent the City and respond to and resolve difficult and sensitive media and citizen inquiries and complaints; and provides highly responsible and complex administrative support to the Deputy City Managers and the City Manager. The Assistant City Manager will manage such divisions and offices as the City Manager directs from time to time.

Section 4. That Tempe City Code Chapter 2 Administration, Article III-- Departments, Section 2-131 -- Generally, is hereby amended as follows:

Sec. 2-131. - Generally.

- (a) Pursuant to Section 4.01 of the City Charter, there is hereby established the following departments and offices:
- (1) Communication and Marketing Office;
 - (2) Community Development Department;
 - (3) Community Health and Human Services Department;
 - (4) Community Services Department;
 - (5) Diversity, Equity and Inclusion Office;
 - (6) Economic Development Office;
 - (7) ~~Education, Career and Family Services Office;~~
 - (8) ~~Engineering and Transportation Department;~~

- ~~(9)~~(7) Financial Services Department;
 - ~~(10)~~(8) Fire Medical Rescue Department;
 - ~~(11)~~(9) Government Relations Office;
 - ~~(12)~~(10) Human Resources Department;
 - ~~(13)~~(11) Information Technology Department;
 - ~~(14)~~(12) Internal Audit Office;
 - ~~(15)~~(13) Municipal Budget Office;
 - ~~(16)~~ —Municipal Utilities Department;
 - (14) NEIGHBORHOOD SERVICES OFFICE;
 - (15) Police Department
 - ~~(17)~~(16) PUBLIC WORKS DEPARTMENT;
 - (17) Strategic Management and Innovation Office; AND
 - (18) ~~Sustainability and Resilience Office.~~ TRANSPORTATION AND SUSTAINABILITY DEPARTMENT.
- (b) All of the above departments and offices shall be administered by an officer appointed by and subject to the direction and supervision of the City Manager as provided in Section 4.01(b) of the City Charter.
 - (c) The departments may establish, with the approval of the City Manager, such divisions and work groups as are deemed by the City Manager to be in the best interest of the City.

Section 5. That Tempe City Code Chapter 2, Administration, Article III -- Departments, Section 2-132, Community Development Department, is hereby amended as follows:

Sec. 2-132. - Community Development Department.

- (a) The Community Development Department's responsibilities include planning and directing development and redevelopment activities within the City, code compliance, building safety, ~~neighborhood services~~, and special projects.

- (b) The Community Development Department plans and directs development within the City, including development plan review, permitting and inspections, community planning and zoning, historic preservation, and customer service.
- (c) The Community Development Department shall be charged with the responsibility of fairly issuing building permits and fairly applying building codes, zoning ordinances and other development regulatory documents, which are approved by the City Council, as well as responsibility for ensuring compliance with other codes and ordinances as designated by the City Council or the City Manager.
- (d) Only to the extent necessary to combine several functions, including inspections, permitting, licensing, planning and zoning services, for an individual project, and its related phases, of development of private property, the authority delegated in this Code to the Engineering and Transportation Director and the City Engineer is equally delegated to the Community Development Department Director. The City Manager directs and manages a process that combines these functions, coordinated through the Community Development Department services counter.

Section 6. That Tempe City Code Chapter 2, Administration, Article III, Departments, Section 2-133.1 -- Community Health and Human Services Department -- is hereby amended as follows:

Sec. 2-133.1. - Community Health and Human Services Department.

THE COMMUNITY HEALTH AND HUMAN SERVICES DEPARTMENT SHALL BE CHARGED WITH THE RESPONSIBILITY TO CARRYOUT THE FOLLOWING FUNCTIONS AND SERVICES:

- (a) ~~Community Health and Human Services provides~~ PROVIDE counseling and support for crisis situations (Care 7), in partnership with the Police Department and Tempe Fire Medical Rescue; Community Supervision Services in partnership with The Tempe Municipal Court, City Attorney's Office, and Police Department; Housing Services in partnership with the Maricopa County Consortium and Housing and Urban Development (HUD); and Senior Services in partnership With Community Services Department, and the Tempe Community Action Agency. ~~Human-Serviees~~ COMMUNITY HEALTH AND HUMAN SERVICES also supports a funding process, in partnership with the Tempe Community Council, for any non-profit agency serving the community.
- (b) BUILD CONNECTIONS WITH, AND SERVE AS A RESOURCE TO, EDUCATION AND COMMUNITY PARTNERS, CITY DEPARTMENTS AND OTHER GOVERNMENTAL AGENCIES; SUPPORTING MAYORAL AND COUNCIL INITIATIVES AND PRIORITIES THROUGH DIRECT SERVICES, PROGRAMS AND PARTNERSHIPS; FACILITATING THE SUCCESS OF ALL TEMPE CHILDREN, YOUTH, FAMILIES, AND ADULTS.

- (c) PLAN, DEVELOP AND ADMINISTER THE CITY'S SCHOOL READINESS, OUT OF SCHOOL TIME, POST-SECONDARY ACCESS AND ATTAINMENT, CAREER SERVICES, FAMILY, AND OLDER ADULT SUPPORTIVE PROGRAMS, SERVICES AND PARTNERSHIPS.
- (d) FACILITATE RESEARCH, ESTABLISH PROGRAMS, AND ADVANCE PILOT PROJECTS TO SUPPORT MAYORAL AND COUNCIL INITIATIVES.
- (b) (e) ~~Human Services oversees~~ OVERSEE boards and commissions; as assigned by the City Council. This includes the Tempe Family Justice Commission.

Section 7. That Tempe City Code Chapter 2, Administration, Article III -- Departments, Section 2-134.1.05-- Education, Career and Family Services Office -- is hereby repealed, and the functions of the Office are moved to the Community Health and Human Services Department, as follows:

~~Sec. 2-134.1.05. -- Education, Career and Family Services Office.~~

- (a) ~~The Education, Career and Family Services Office is responsible for building connections with, and serving as a resource to, education and community partners, City departments and other governmental agencies; supporting mayoral and council initiatives and priorities through direct services, programs and partnerships; facilitating the success of all Tempe children, youth, families, and adults.~~
- (b) ~~The Education, Career and Family Services Office plans, develops and administers the City's school readiness, out of school time, post-secondary access and attainment, career services, family, and older adult supportive programs, services and partnerships.~~
- (c) ~~The Education, Career and Family Services Office facilitates research, establishes programs, and advances pilot projects to support mayoral and council initiatives.~~
- (d) ~~The Education, Career and Family Services office oversees boards and commissions as assigned by the City Council.~~

Sec. 2-134.1.05. REPEALED.

Section 8. That Tempe City Code Chapter 2, Administration, Article III, Departments, Section 2-139 -- Municipal Utilities Department -- is hereby repealed, and the functions of the Department are moved to the new Public Works Department, as follows:

~~Sec. 2-139.2. -- Municipal Utilities Department.~~

~~The Municipal Utilities Department is responsible for solid waste services including residential, bulk and commercial refuse collection and disposal, recycling, maintenance of household hazardous waste location; city-wide fleet, including procurement, maintenance and~~

~~deployment of pool vehicles and equipment; water, wastewater, and storm water utility studies, changes in fee(s), system management, water resource management, water quality and conservation, operations of water treatment facilities, providing delivery to all city water users, operate the city's sanitary and storm sewer systems, providing environmental services, administer the city's industrial pretreatment program, its storm and treatment quality and regulatory assurance programs, and conservation activities.~~

Sec. 2-139.2. REPEALED.

Section 9. That Tempe City Code Chapter 2 Administration, Article III, Departments, is hereby amended, to add the new Section 2-139.3 -- Neighborhood Services Office -- as follows:

Sec. 2-139.3. Neighborhood Services Office.

The Neighborhood Services Office works to preserve, build, and maintain community in neighborhoods by fostering engagement between the city and the community; provides resources to community members to create strong and vibrant neighborhoods; manages neighborhood grant programs; oversees public participation processes; and works to maintain relationships with neighborhood, homeowners' and affiliate associations.

Section 10. That Tempe City Code Chapter 2 Administration, Article III, Departments, is hereby amended, to add the new Section 2-144 -- Public Works Department -- as follows:

Sec. 2-144. Public Works Department.

- (a) The Public Works Department plans, develops and administers the city's construction management, is responsible for asset management and associated maintenance for a majority of the city's infrastructure including streets and alleys, operating the city's water, wastewater and storm water systems and aviation related services. In addition, the department provides other life essential city services to Tempe businesses and residents including trash and recycling and household hazardous waste collection.
- (b) The Public Works Department is responsible for recommending and managing rights-of-way landscaping and all transit activities; engineering management projects including studies, procurement and construction, floodplain management, rights-of-way management and permitting for public and private utilities; solid waste services including residential, bulk and commercial refuse collection and disposal, recycling, maintenance of household hazardous waste location; city-wide fleet, including procurement, maintenance and deployment of pool vehicles and equipment; water, wastewater, and storm water utility studies, changes in fee(s), system management, water resource management, water quality and conservation, operations of water treatment facilities, providing delivery to all city water users, operate the city's sanitary and storm sewer systems, providing environmental

services, administer the city's industrial pretreatment program, its storm and treatment quality and regulatory assurance programs, and conservation activities.

Section 11. That Tempe City Code Chapter 2 Administration, Article III, Departments, is hereby amended to rename Section 2-144 -- Sustainability and Resilience Office and amend its duties, as follows:

Sec. 2-144.2. - ~~Sustainability and Resilience Office.~~ TRANSPORTATION AND SUSTAINABILITY DEPARTMENT.

- ~~(a) — The Sustainability and Resilience Office is responsible for the coordination, development, administration and integration of sustainability and resiliency policies and practices across departments for the City.~~
- ~~(b) — The Sustainability and Resilience Office assists operating departments in focus areas identified by the City Council or City Manager.~~
- ~~(c) — The Sustainability and Resilience Office works with national, regional, local partners, and City staff to establish programs, facilitate research, advance pilot projects, and support programs that reflect a balanced approach to building and sustaining a livable and inclusive and resilient community.~~

THE TRANSPORTATION AND SUSTAINABILITY DEPARTMENT SHALL BE CHARGED WITH THE RESPONSIBILITY TO CARRYOUT THE FOLLOWING FUNCTIONS AND SERVICES:

- (a) THE COORDINATION, DEVELOPMENT, ADMINISTRATION AND INTEGRATION OF SUSTAINABILITY AND RESILIENCY POLICIES AND PRACTICES ACROSS DEPARTMENTS FOR THE CITY.
- (b) ASSISTS OPERATING DEPARTMENTS IN FOCUS AREAS IDENTIFIED BY THE CITY COUNCIL OR CITY MANAGER.
- (c) WORKS WITH NATIONAL, REGIONAL, AND LOCAL PARTNERS, AND CITY STAFF TO ESTABLISH PROGRAMS, FACILITATE RESEARCH, ADVANCE PILOT PROJECTS, AND SUPPORT PROGRAMS THAT REFLECT A BALANCED APPROACH TO BUILDING AND SUSTAINING A LIVABLE AND INCLUSIVE AND RESILIENT COMMUNITY.
- (d) RECOMMENDS AND MANAGES TRAFFIC STUDIES AND DESIGN RELATED TO THE TRAFFIC OPERATIONS AND MAINTENANCE OF THE INTELLIGENT TRANSPORTATION NETWORK AND ASSET PROGRAMS INCLUDING THE SURFACE AND MAINTENANCE OF STREETS, SIDEWALKS AND PATHWAYS, RIGHT-OF-WAY LANDSCAPING AND ALL TRANSIT ACTIVITIES.

Section 12. That Tempe City Code Chapter 8, Buildings and Building Regulations, Article VI -- 2018 International Plumbing Code -- is hereby amended as follows:

Sec. 8-600. - Adopted; where filed; amendments.

That certain document known as "The International Plumbing Code, 2018 Edition," which has been published as a code in book form by the International Code Council (ICC), chapters two through fifteen and, appendix chapters B and E inclusive, three (3) copies with amendments of which are on file in the office of the City Clerk, and this same code, appendix and amendments are hereby referred to, adopted and made a part hereof, as if fully set forth in this article.

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SECTION 416 FOOD WASTE DISPOSER UNITS

Section 416.3 is hereby amended as follows:

416.3 Commercial food waste disposer. Commercial food waste disposers are not allowed per the ~~Municipal Utilities~~ PUBLIC WORKS Director.

...

SECTION 803 SPECIAL WASTES

Section 803.2 is hereby amended as follows:

803.2 Neutralizing device required for corrosive wastes. Corrosive liquids, spent acids or other harmful chemicals that destroy or injure a drain, sewer, soil or waste pipe or create noxious or toxic fumes or interfere with sewage treatment processes shall not be discharged into the plumbing system without being thoroughly diluted, neutralized or treated by passing through an approved dilution or neutralizing device. Such devices shall be automatically provided with sufficient supply of diluting water or neutralizing medium so as to make the contents non-injurious before discharge into the drainage system. The nature of the corrosive or harmful waste and the method of its treatment or dilution shall be approved prior to installation. Detailed plans and specifications of the pretreatment facilities may be required by the ~~Municipal Utilities~~ PUBLIC WORKS Director or designate.

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SECTION 1003 INTERCEPTORS AND SEPARATORS

Section 1003.1 is hereby amended as follows:

1003.1 Where required. Interceptors and separators shall be provided, when required by the ~~Municipal Utilities~~ PUBLIC WORKS Director, to prevent the discharge of oil, grease, sand

and other substances harmful or hazardous to the building drainage system, the public sewer or sewage treatment plant or processes.

Section 1003.2 is hereby amended as follows:

1003.2 Approval. The size, type and location of each interceptor and of each separator shall be approved by the ~~Municipal Utilities~~ PUBLIC WORKS Director, and shall be designed and installed in accordance with the manufacturer's instructions and the requirements of this section based on the anticipated conditions of use. Wastes that do not require treatment or separation shall not be discharged into any interceptor or separator.

Section 1003.3.4 is hereby amended as follows:

1003.3.4 Hydromechanical grease interceptors and automatic grease removal devices. Hydromechanical grease interceptors; fats, oils and grease disposal systems and automatic grease removal devices shall be sized by the ~~Municipal Utilities~~ PUBLIC WORKS Director. Hydromechanical grease interceptors; fats, oils and grease disposal systems and automatic grease removal devices shall be designed and tested in accordance with ASME A112.14.3 Appendix A, ASME A112.14.4, CSA B481.1, PDI G101 or PDI G102. Hydromechanical grease interceptors; fats, oils and grease disposal systems and automatic grease removal devices shall be installed in accordance with the manufacturer's instructions and approved by the ~~Municipal Utilities~~ PUBLIC WORKS Director.

Where manufacturer's instructions are not provided, Hydromechanical grease interceptors and automatic grease removal devices shall be installed in compliance with ASME A112.14.3, ASME A112.14.4, CSA B481.1 or PDI G101 with the approval of the ~~Municipal Utilities~~ PUBLIC WORKS Director. This section shall not apply to gravity grease interceptors.

Section 13. That Tempe City Code Chapter 10, Video Services and Cable Television, is hereby amended as follows:

Throughout Tempe City Code Chapter 10, strike “~~Engineering and Transportation~~” and insert “PUBLIC WORKS.”

Section 14. That Tempe City Code Chapter 12, Drainage and Flood Control, is hereby amended as follows:

Chapter 12 - DRAINAGE AND FLOOD CONTROL^[1]

Footnotes:

--- (1) ---

Cross reference— *Buildings and building regulations, Ch. 8; Planning and development, Ch. 25.*

State Law reference— *Authority to provide for floodplain regulations, A.R.S. §§ 45-2349, 45-2350.*

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ARTICLE IV. - STORM WATER RETENTION

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DIVISION 2. – ADMINISTRATION

Sec. 12-71. - Generally.

- (a) Except as otherwise provided herein, the ~~Engineering and Transportation~~ PUBLIC WORKS Director, AND the Community Development Director and the ~~Municipal Utilities~~ TRANSPORTATION AND SUSTAINABILITY Director shall jointly administer and implement the provisions of this article. Any powers granted to or duties imposed upon the ~~Engineering and Transportation~~ PUBLIC WORKS Director, the Community Development Director and the TRANSPORTATION AND SUSTAINABILITY Director may be delegated by the ~~Engineering and Transportation~~ PUBLIC WORKS Director, the Community Development Director and the ~~Municipal Utilities~~ TRANSPORTATION AND SUSTAINABILITY Director to other City Personnel within their individual departments but shall remain the responsibility of the ~~Engineering and Transportation~~ PUBLIC WORKS Director, the Community Development Director and the ~~Municipal Utilities~~ TRANSPORTATION AND SUSTAINABILITY Director.
- (b) The ~~Engineering and Transportation~~ PUBLIC WORKS Director, the Community Development Director and the ~~Municipal Utilities~~ TRANSPORTATION AND SUSTAINABILITY Director may designate enforcing officers of this article that are hereby authorized and directed to formulate the procedures and criteria necessary to carry out the intent.
- (c) ...

Sec. 12-72. - Appeals.

The ~~Engineering and Transportation~~ PUBLIC WORKS Director, the Community Development Director and the TRANSPORTATION AND SUSTAINABILITY Director are jointly charged with the responsibility for administration and interpretation of this article. Any person who is dissatisfied or aggrieved by any decision of the ~~Engineering and Transportation~~ PUBLIC WORKS Director, the Community Development Director or ~~The Municipal Utilities~~ THE TRANSPORTATION AND SUSTAINABILITY Director may appeal such decision by filing written notice of appeal with the City Clerk. Such notice of appeal shall be forwarded to the City Council at its next regularly scheduled meeting, at which time a date will be set for hearing on the appeal. The decision of the City Council on the appeal shall be final.

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DIVISION 3. - STANDARDS AND SPECIFICATIONS

Sec. 12-86. - On-site storage and drainage infrastructure.

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- (b) Individual storage and drainage infrastructure shall consist of providing and maintaining adequate storage volume and drainage infrastructure for the design storm on a lot, plot or parcel of land for all water falling on the lot, plot or parcel of land. Storage volume shall also be provided for adjacent streets and alleys, except for arterial streets. In single-family residential zones, the maximum depth of water in the storage area at design storm shall be eight (8) inches, unless otherwise approved by the ~~Engineering and Transportation~~ PUBLIC WORKS Director, Community Development Director, TRANSPORTATION AND SUSTAINABILITY DIRECTOR, or designeeS. In all other zoning categories, the maximum depth of water at design storm shall be three (3) feet.
- (c) Central storage and drainage infrastructure shall consist of providing and maintaining adequate storage volume and drainage infrastructure for the appropriate design storm in one (1) or more central basins to handle the runoff from more than one (1) lot, plot or parcel of land. The maximum depth of water in the storage area at design storm shall be three (3) feet, unless otherwise approved by the ~~Engineering and Transportation~~ PUBLIC WORKS Director, Community Development Director, TRANSPORTATION AND SUSTAINABILITY DIRECTOR, or designeeS.
 - (1) The owner of the property on which the central storage basin and drainage infrastructure is to be located shall grant a right to use such property for drainage purposes. Such grant shall be made by means of a document which shall be approved by the City Attorney and recorded in the office of the County Recorder, and which shall contain the following provisions:
 - a. A legal description and exhibit of the property to be used for storage purposes;
 - b. A legal description and exhibit of the property which is permitted to drain to the basin;
 - c. A statement that the owner is responsible for the construction and maintenance of the basin and drainage infrastructure in accordance with the established City standard;
 - d. A statement that no buildings or structures may be constructed within the basin;

- e. A statement that the property shall be used for storm water storage so long as it is required in the opinion of the ~~Engineering and Transportation~~ PUBLIC WORKS Director ~~or~~, the Community Development Director OR THE TRANSPORTATION AND SUSTAINABILITY DIRECTOR; and

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DIVISION 4. - COMPLIANCE MONITORING

Sec. 12-89. - Inspection; right of entry.

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- (c) The ~~Engineering and Transportation~~ PUBLIC WORKS Director, Community Development Director, ~~Municipal Utilities Director~~ TRANSPORTATION AND SUSTAINABILITY DIRECTOR or ~~director~~ designees may order any person engaged in any activity or owning or operating on any premises not maintaining stormwater storage or drainage infrastructure as designed or those which may cause or contribute to a reduction in storm water control measures in violation of this article to undertake such analyses and furnish such reports as are reasonably specified. The costs of such analyses and reports shall be borne by the recipient of the order.
 - (1) Storm water control measures shall include infrastructure operation and maintenance requirements identified in the Engineering Design Criteria jointly established by the ~~Engineering and Transportation~~ PUBLIC WORKS Director, Community Development Director and ~~Municipal Utilities~~ TRANSPORTATION AND SUSTAINABILITY Director.
- (d) If authorized employees have been refused access to any premises, and are able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect, interview or photograph as part of an inspection needed to determine compliance with the requirements of this article or any related laws or regulations, or to protect the environment and the public health, safety and welfare of the community, then the ~~Engineering and Transportation~~ PUBLIC WORKS Director, Community Development Director, ~~Municipal Utilities~~ TRANSPORTATION AND SUSTAINABILITY Director or ~~director~~ designees may seek issuance of a search warrant from the municipal court of the City. The Engineering and Transportation Director, Community Development Director, Municipal Utilities Director or director designee may, in addition, obtain an "inspection warrant" pursuant to [Chapter 34](#) of this Code.

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DIVISION 5. – ENFORCEMENT

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Sec. 12-92. - Notice of violation.

(a) During active construction:

- (1) When the ~~Engineering and Transportation~~ PUBLIC WORKS Director or the Community Development Director finds that any person has violated, or continues to violate, any provision of this article, or any related laws or regulations, the ~~Engineering and Transportation~~ PUBLIC WORKS Director or the Community Development Director may serve upon that person a written notice of violation. The person, within ten (10) working days of the receipt of this notice, must provide in writing to the ~~Engineering and Transportation~~ PUBLIC WORKS Director or the Community Development Director an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific actions to be taken by the person in violation to prevent subsequent violations. Submission of this plan in no way relieves the person of liability for any violations in the notice or that occurred before or after receipt of the notice of violation nor limits the ~~Engineering and Transportation~~ PUBLIC WORKS Director's or the Community Development Director's authority to take further enforcement actions. Nothing in this section shall limit the authority of the ~~Engineering and Transportation~~ PUBLIC WORKS Director or the Community Development Director to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation. In appropriate situations the ~~Engineering and Transportation~~ PUBLIC WORKS Director or the Community Development Director may notify the person orally either in person or by telephone prior to, and in some cases in lieu of, written notification. If additional enforcement action is necessary, the situation may be referred to the ~~Municipal Utilities~~ PUBLIC WORKS Director or designee to in accordance with procedures of the enforcement response plan in [Section 12-99](#).

(b) Following one year warranty inspection:

- (1) When the ~~Municipal Utilities~~ PUBLIC WORKS Director or designee finds that any person has violated, or continues to violate, any provision of this article, or any related laws or regulations, the ~~Municipal Utilities~~ PUBLIC WORKS Director or designee may serve upon that person a written notice of violation. The person, within ten (10) working days of the receipt of this notice, must provide in writing to the ~~Municipal Utilities~~ PUBLIC WORKS Director or designee an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific actions to

be taken by the person in violation to prevent subsequent violations. Submission of this plan in no way relieves the person of liability for any violations in the notice or that occurred before or after receipt of the notice of violation nor limits the ~~Municipal Utilities~~ PUBLIC WORKS Director's or designee's authority to take further enforcement actions. Nothing in this section shall limit the authority of the ~~Municipal Utilities~~ PUBLIC WORKS Director or designee to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation. In appropriate situations the ~~Municipal Utilities~~ PUBLIC WORKS Director or designee may notify the person orally either in person or by telephone prior to, and in some cases in lieu of, written notification.

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Sec. 12-94. - Cease and desist orders.

- (a) When the ~~Engineering and Transportation~~ PUBLIC WORKS Director, OR Community Development Director or ~~Municipal Utilities Director~~ finds that a person has violated, or continues to violate, any provision of this article or any related laws or regulations, or that the person's past violations are likely to recur, the ~~Engineering and Transportation~~ PUBLIC WORKS Director, OR Community Development Director or ~~Municipal Utilities Director~~ may issue an order to the person directing them to cease and desist all such violations and direct the person to:
 - (1) Immediately comply with all requirements; and
 - (2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation.
- (b) Issuance of a cease-and-desist order shall not be a bar against, or a prerequisite for, taking any other action against the person. A person's failure to comply with an order of the ~~Engineering and Transportation~~ PUBLIC WORKS Director, OR Community Development Director or ~~Municipal Utilities Director~~ issued pursuant to this division shall constitute a violation of this article.

...

Sec. 12-96. - Injunctive relief.

When the ~~Engineering and Transportation~~ PUBLIC WORKS Director, OR Community Development Director or ~~Municipal Utilities Director~~ finds that a person has violated, or continues to violate, any provision of this article or any related laws or regulations, or that the person's past violations are likely to recur, the City may petition the Superior Court of Arizona, Maricopa County, through the City Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of any order or other requirement

imposed by this article on activities of the person. The City may also seek such other action as is appropriate for legal or equitable relief.

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Sec. 12-99. - Enforcement response plan and penalty policy.

- (a) The ~~Engineering and Transportation~~ PUBLIC WORKS Director, AND Community Development Director and ~~Municipal Utilities Director~~ are jointly authorized to develop and submit to the City Council for its approval by resolution:
- (1) An enforcement response plan; and
 - (2) Penalty policy.
- (b) The enforcement response plan and penalty policy developed by the ~~Municipal Utilities~~ PUBLIC WORKS Director pursuant to this section may be combined with the plans and policies developed pursuant to [Sections 27-95](#) and [33-111](#), as determined appropriate by the ~~Municipal Utilities~~ PUBLIC WORKS Director, to ensure consistent enforcement response plans and penalty policies.

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ARTICLE - V. STORM WATER SYSTEM EXTENSION POLICY

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Sec. 12-102. - Definitions.

For the purposes of this article, the following words, terms and phrases shall have the meanings respectively ascribed to them by this section, except where the context clearly indicates a different meaning:

Cost means construction contract price.

Developer/owner means any person engaged in the development of one (1) or more parcels of land and contracting for an extension of the city storm water system.

Facility means any storm water conduit, drainage structure, retention basin, pumping equipment and any other related construction which constitutes or will constitute part of the city storm water system.

Participating charge means proportionate share of the cost (construction contract price) based on benefits derived in accordance with standards determined by the ~~Municipal Utilities~~ PUBLIC WORKS Director and approved by the City Council for any existing storm water facility.

Sec. 12-103. - Preparation of plans, specifications.

Upon development of any property, area or subdivision within or without the city limits for which storm water facilities are required, all plans and specifications for such facilities shall be prepared by a professional engineer, registered in the State, and in accordance with the City ~~Municipal Utilities~~ PUBLIC WORKS Department Standards and Specifications.

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ARTICLE VI. - STORM WATER POLLUTION CONTROL

DIVISION 1. - GENERAL PROVISIONS

...

Sec. 12-118. - Definitions.

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, shall have the meanings hereinafter designated:

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Director means the ~~Municipal Utilities~~ PUBLIC WORKS Director who is hereby charged with certain duties and responsibilities by this article, or other city personnel designated by the ~~Municipal Utilities~~ PUBLIC WORKS Director to act on his/her behalf.

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DIVISION 2. - ADMINISTRATION^[5]

Footnotes:

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Editor's note— [*Ord. No. O2023.13*](#), § 2, adopted February 16, 2023, added Div. 2, §§ 12-123, 12-124, as set out herein. Said ordinance renumbered the former Div. 2, §§ 12-125—12-128, as Div. 3, as set out herein.

...

Sec. 12-123. - Administration.

Except as otherwise provided herein, the ~~Municipal Utilities~~ PUBLIC WORKS Director shall administer, implement and enforce the provisions of this article. Any powers granted to, or duties imposed upon the ~~Municipal Utilities~~ PUBLIC WORKS Director may be delegated by the ~~Municipal Utilities~~ PUBLIC WORKS Director to other city personnel but remain the responsibility of the ~~Municipal Utilities~~ PUBLIC WORKS Director.

Sec. 12-124. - Appeals.

The ~~Municipal Utilities~~ PUBLIC WORKS Director is charged with the responsibility for administration and interpretation of this article. Any person who is dissatisfied or aggrieved by any decision of the ~~Municipal Utilities~~ PUBLIC WORKS Director may appeal such decision by filing written notice of appeal with the City Clerk. Such notice of appeal shall be forwarded to the City Council at its next regularly scheduled meeting, at which time a date will be set for hearing on the appeal. The decision of the City Council on the appeal shall be final.

DIVISION 3. - PROHIBITIONS AND CONTROLS TO REDUCE THE DISCHARGE OF POLLUTANTS IN STORM WATER^[6]

Footnotes:

--- (6) ---

Editor's note— [Ord. No. O2023.13](#), § 3, adopted February 16, 2023, renumbered former Div. 2, §§ 12-125—12-128, as Div. 3, as set out herein.

Sec. 12-125. - Prohibitions of non-storm water discharges to the public storm drain system; exemptions.

...

- (d) No person shall discharge to a publicly owned right-of-way or the public storm drain system any exempted discharge under subsection (c) paragraph 2 of this section if the ~~Municipal Utilities~~ PUBLIC WORKS Director identifies and provides written notice to the person that the discharge has the potential to be a source of pollutants to receiving waters, waterways, or groundwater.

...

- (f) No person shall establish, use, maintain, or continue any connection to the public storm sewer system which has caused or will likely cause a violation of this section. Any connection that was permitted or authorized by a governmental entity with jurisdiction and authority, will be discontinued upon thirty (30) days written notice by the ~~Municipal Utilities~~ PUBLIC WORKS Director to: (a) the last known address of the owner of the property and by posting on the property; or (b) the person maintaining the connection. This prohibition is retroactive and shall apply to any connection that was made in the past, regardless of whether it was made under a permit or other authorization, or whether it was permissible under the law or practices applicable or prevailing at the time of the connection.

Sec. 12-126. - Cleanup and notification requirements.

- (a) As soon as any owner or operator has actual or constructive knowledge of any release which may result in pollutants or discharges that are not in compliance with this article entering the public storm drain system, such person shall promptly take

all necessary steps to ensure the discovery of the source and extent and proceed with containment and cleanup of such release.

- (b) In addition to the requirements contained in subsection (a) of this section, such person shall notify the ~~Municipal Utilities~~ PUBLIC WORKS Director of the release in both of the following manners:
 - (1) By telephone within twenty-four (24) hours or by 12:00 noon of the next ~~work-day~~ WORKDAY if knowledge is received on a weekend or holiday; and
 - (2) In writing within three (3) days of receiving knowledge of the release.

Sec. 12-127. - Practicable best management practices or control measures.

- (a) All persons owning or operating facilities or engaged in activities which will or may reasonably be expected to result in pollutants entering the public storm drain system or affecting the public storm drain system, shall undertake all practicable best management practices to minimize such pollutants. Such measures shall include the requirements imposed by all of the following:
 - (1) This chapter;
 - (2) [Chapter 33](#), Article VI (Water Wasting); [§ 29-20](#) (discharge of water from private premises); and [§ 19-50](#) (hauling waste fill or waste excavation material); and
 - (3) Any written guidelines which may be developed or referenced for general use by the ~~Engineering and Transportation~~ PUBLIC WORKS Director, Community Development Director, ~~Municipal Utilities Director~~ or designee.
- (b) All owners/developers of lots, plots or parcels of land who are required under [Section 12-73](#)(d) to provide best management practices shall submit a best management practices plan to the Community Development Director or designee for approval at the time that a drainage plan is submitted under [Section 12-73](#)(b). The Community Development Director or designee shall approve review a best management practices plan if the plan includes practices that will reduce pollutants in storm water runoff to the maximum extent practicable.
- (c) If a practicable best management practice is required by the ~~Engineering and Transportation~~ PUBLIC WORKS Director, Community Development Director, ~~Municipal Utilities Director~~ or designee, the person receiving the notice of such a requirement may petition the Director or designee to reconsider the application of the practicable best management practice to the facility or the activity. The written petition must be received within ten (10) working days setting forth any reasons

and proposed alternatives. The Director or designee will act within thirty (30) days on the request.

Sec. 12-128. - Construction sites.

- (a) Any person performing construction shall use all temporary or permanent best management practices, control measures, to minimize pollutants and sediment from leaving the construction site. This is in addition to what may be required in [Section 19-50](#) (hauling waste fill or waste excavation material) of the Tempe City Code. At a minimum, the person shall do both of the following:
 - (1) Not cause or contribute to a violation of [§ 12-125](#); and
 - (2) Comply with any written guidelines which may be developed or referenced for general use by the ~~Engineering and Transportation~~ PUBLIC WORKS Director; OR Community Development Director ~~or Municipal Utilities Director~~.
- (b) If a practicable best management practice is required by the ~~Engineering and Transportation~~ PUBLIC WORKS DIRECTOR, the Community Development Director or designee, the person receiving the notice of such a requirement may petition the ~~Engineering and Transportation~~ PUBLIC WORKS DIRECTOR, the Community Development Director or designee to reconsider the application of the practicable best management practice to the construction activity. The written petition must be received within ten (10) working days setting forth any reasons or proposed alternatives. The ~~Engineering and Transportation~~ PUBLIC WORKS DIRECTOR, the Community Development Director or designee will act within thirty (30) days on the request.

...

DIVISION 4. - COMPLIANCE MONITORING^[7]

Footnotes:

--- (7) ---

Editor's note— [Ord. No. O2023.13](#), § 4, adopted February 16, 2023, renumbered former Div. 3, § 12-135, as Div. 4, as set out herein.

Sec. 12-135. - Inspection and sampling; right of entry.

...

- (b) In addition to those activities described in subsection (a) of this section, authorized city employees shall engage in monitoring necessary to ensure compliance with this article. The ~~Municipal Utilities~~ PUBLIC WORKS Director may establish on premises such devices as the ~~Municipal Utilities~~ PUBLIC WORKS Director

reasonably determines are necessary to conduct sampling or metering operations. Such devices shall be installed so as to minimize the impact on the owner and occupant of the premises. During all inspections as provided in subsection (a) of this section, authorized city employees may take any samples necessary to aid in the pursuit of the inquiry or in the recordation of the activities on the premises.

- (c) The ~~Municipal Utilities~~ PUBLIC WORKS Director may order any person engaged in any activity or owning or operating on any premises which may cause or contribute to discharges of pollutants to the public storm drain system in violation of this article to undertake such monitoring activities and analyses and furnish such reports as the ~~Municipal Utilities~~ PUBLIC WORKS Director reasonably may specify. The costs of such activities, analyses, and reports shall be borne by the recipient of the order.
- (d) If the ~~Municipal Utilities~~ PUBLIC WORKS Director has been refused access to any premises, and is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect, interview, copy, photograph or sample as part of an inspection and sampling procedure of the City designed to determine compliance with the requirements of this article or any related laws or regulations, or to protect the environment and the public health, safety and welfare of the community, then the ~~Municipal Utilities~~ PUBLIC WORKS Director may seek issuance of a search warrant from the municipal court of the City. The ~~Municipal Utilities~~ PUBLIC WORKS Director may, in addition, obtain an "inspection warrant" pursuant to [Chapter 34](#) of this Code.

DIVISION 5. - ENFORCEMENT¹⁸¹

Footnotes:

--- (8) ---

Editor's note— [Ord. No. O2023.13](#), § 5, adopted February 16, 2023, renumbered former Div. 4, §§ 12-145—12-153, as Div. 5, as set out herein.

Sec. 12-145. - Purpose.

The purpose of this division is to ensure compliance with practicable best management practices, control measures, required by the ~~Engineering and Transportation~~ PUBLIC WORKS Director, OR Community Development Director or ~~Municipal Utilities~~ Director, to cease/discontinue pollutant discharges, to provide for civil penalty actions in municipal court or to institute actions through the City Attorney in the appropriate court for civil or criminal enforcement of this article.

Sec. 12-146. - Notice of violation.

When the ~~Municipal Utilities~~ PUBLIC WORKS Director finds that any person has violated, or continues to violate, any provision of this article, or any related laws or regulations, the ~~Municipal Utilities~~ PUBLIC WORKS Director may serve upon that person a written notice of

violation. The person, within ten (10) working days of the receipt of this notice, must provide in writing to the ~~Municipal Utilities~~ PUBLIC WORKS Director an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific actions to be taken by the person in violation to prevent subsequent violations. Submission of this plan in no way relieves the person of liability for any violations in the notice or that occurred before or after receipt of the notice of violation nor limits the ~~Municipal Utilities~~ PUBLIC WORKS Director's authority to take further enforcement actions. Nothing in this section shall limit the authority of the ~~Municipal Utilities~~ PUBLIC WORKS Director to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation. In appropriate situations the ~~Municipal Utilities~~ PUBLIC WORKS Director may notify the person orally either in person or by telephone prior to, and in some cases in lieu of, written notification.

...

Sec. 12-148. - Cease and desist orders.

- (a) When the ~~Municipal Utilities~~ PUBLIC WORKS Director finds that a person has violated, or continues to violate, any provision of this article or any related laws or regulations, or that the person's past violations are likely to recur, the ~~Municipal Utilities~~ PUBLIC WORKS Director may issue an order to the person directing them to cease and desist all such violations and direct the person to:
 - (1) Immediately comply with all requirements; and
 - (2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation.
- (b) Issuance of a ~~cease and desist~~ CEASE-AND-DESIST order shall not be a bar against, or a prerequisite for, taking any other action against the person. A person's failure to comply with an order of the ~~Municipal Utilities~~ PUBLIC WORKS Director issued pursuant to this division shall constitute a violation of this article.

...

Sec. 12-150. - Injunctive relief.

When the ~~Municipal Utilities~~ PUBLIC WORKS Director finds that a person has violated, or continues to violate, any provision of this article or any related laws or regulations, or that the person's past violations are likely to recur, the City may petition the Superior Court of Arizona, Maricopa County, through the City Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of any order or other requirement imposed by this article on activities of the person. The City may also seek such other action as is appropriate for legal or equitable relief.

...

Sec. 12-153. - Enforcement response plan and penalty policy.

(a) The ~~Municipal Utilities~~ PUBLIC WORKS Director is authorized to develop and submit to the City Council for its approval by resolution:

- (1) An enforcement response plan; and
- (2) Penalty policy.

(b) The enforcement response plan and penalty policy developed by the ~~Municipal Utilities~~ PUBLIC WORKS Director pursuant to this section may be combined with the plans and policies developed pursuant to [Sections 27-95](#) and [33-111](#), as determined appropriate by the ~~Municipal Utilities~~ PUBLIC WORKS Director, to ensure consistent enforcement response plans and penalty policies.

Section 15. That Tempe City Code Chapter 13A, Environmental Programs and Standards, Article III, Dust Control, Section 13A-56 -- Violations -- is hereby amended as follows:

Sec. 13A-56. - Violations.

...

- (c) When the ~~Municipal Utilities~~ PUBLIC WORKS Director or designee finds that a person has violated, or continues to violate, any provision of this article, or an order issued hereunder, the director may serve upon that person a written notice of violation. The director's notice will require the person within ten (10) working days of the receipt of the notice, to provide in writing to the director an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific actions to be taken by the person to prevent subsequent violations. Submission of this plan does not relieve the person of liability for any violations in the notice or that occurred before or after receipt of the notice of violation, and THE PLAN does not limit the director's authority to take further enforcement actions. Nothing in this section shall limit the authority of the ~~Municipal Utilities~~ PUBLIC WORKS Director or designee to take any action, including emergency actions or any other enforcement actions, without first issuing a notice of violation. In appropriate situations, the ~~Municipal Utilities~~ PUBLIC WORKS Director or designee may notify the person orally either in person or by telephone prior to, and in some cases in lieu of, written notification.

...

Section 16. That Tempe City Code Chapter 14, Fire Prevention and Protection, Article III, Fireworks, Section 14-50 --Definitions -- is hereby amended as follows:

Sec. 14-50. - Definitions.

The following words, terms and phrases, when used in this article, have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

...

Expenses of an emergency response means reasonable costs directly incurred by public agencies including but not limited to the city fire, police and ~~Engineering and Transportation~~ TRANSPORTATION AND SUSTAINABILITY and ~~Municipal Utilities~~ PUBLIC WORKS Departments or other first responders including but not limited to private ambulance companies that make an appropriate emergency response to an incident.

...

Section 17. That Tempe City Code Chapter 18, Mobile Homes and Trailer Coaches, Section 18-10 -- Park Preparation and Maintenance -- is hereby amended as follows:

Sec. 18-10. - Park preparation and maintenance.

- (a) All mobile home parks, trailer parks and individual spaces and sites therein shall be adequately graded and drained to preclude standing water or muddy conditions. All drainage water in driveways shall be conducted in paved gutters or pipes to the public street or to drainage easements under jurisdiction of the ~~Engineering and Transportation~~ PUBLIC WORKS Department.

...

Section 18. That Tempe City Code Chapter 19, Motor Vehicles and Multimodal Traffic, Section 19-1 -- Definitions -- is hereby amended as follows:

Sec. 19-1. - Definitions.

- (a) Whenever any words and phrases used in this chapter are not defined herein but are defined in the state laws regulating the operation of vehicles, the definitions therein shall be deemed to apply to such words and phrases used herein.
- (b) In this chapter, unless the context otherwise requires:

...

Traffic Engineer means the ~~Engineering and Transportation~~ TRANSPORTATION AND SUSTAINABILITY Director of the City or his designee.

...

Section 19. That Tempe City Code Chapter 20, Noise, Section 20-8 -- Construction of buildings and projects -- is hereby amended as follows:

Sec. 20-8. - Construction of buildings and projects.

...

- (f) *Stop orders.* Whenever any work on a construction project is in violation of the provisions of this section, the Community Development Director or his authorized representative, or, in the case of engineering projects, the ~~Engineering and Transportation~~ PUBLIC WORKS Director or his authorized representative, may order the construction project stopped by notice in writing served on any persons responsible for the project, and any such persons shall forthwith stop work on the project until authorized by the Community Development Director or the ~~Engineering and Transportation~~ PUBLIC WORKS Director to proceed with such work.

Section 20. That Tempe City Code Chapter 22, Offenses -- Miscellaneous, Section 22-4 -- Obstructing, interfering with use of public ways, is hereby amended as follows:

Sec. 22-4. – Obstructing, interfering with use of public ways.

...

- (d) This section does not apply to governmental agencies, ~~or engineering and transportation~~ CITY EMPLOYEES ACTING WITHIN THE SCOPE OF THEIR DUTIES, or utility companies acting within the scope of their duties.

...

Section 21. That Tempe City Code Chapter 25, Planning and Development, is hereby amended as follows:

Throughout Tempe City Code Chapter 25, strike “~~Engineering and Transportation~~” and insert “PUBLIC WORKS.”

Section 22. That Tempe City Code Chapter 26A, Procurement, is hereby amended as follows:

Throughout Tempe City Code Chapter 26, strike “~~Engineering and Transportation~~” and insert “PUBLIC WORKS.”

Section 23. That Tempe City Code Chapter 27, Sewage and Sewage Disposal, is hereby amended as follows:

Throughout Tempe City Code Chapter 27, strike “~~Municipal Utilities~~” and insert “PUBLIC WORKS.”

Section 24. That Tempe City Code Chapter 28, Solid Waste, is hereby amended as follows:

Throughout Tempe City Code Chapter 28, strike “~~Municipal Utilities~~” and insert “PUBLIC WORKS.”

Section 25. That Tempe City Code Chapter 29, Streets and Sidewalks, Article I, In General -- is hereby amended as follows:

Throughout Tempe City Code Chapter 29, Article I, strike “~~Engineering and Transportation~~” and insert “PUBLIC WORKS.”

Section 26. That Tempe City Code Chapter 29, Streets and Sidewalks, Article II, Encroachments and Other Activities In Public Rights-Of-Way -- is hereby amended as follows:

Throughout Tempe City Code Chapter 29, Article II, strike “~~Engineering and Transportation~~” and insert “PUBLIC WORKS.”

Section 27. That Tempe City Code Chapter 29, Streets and Sidewalks, Section 29-38 -- Enforcement -- is hereby amended as follows:

Sec. 29-38. - Enforcement.

The ~~Engineering and Transportation~~ PUBLIC WORKS OR TRANSPORTATION AND SUSTAINABILITY Director shall be the enforcing authority over all plantings within public rights-of-way and over all plantings in public parks.

Section 28. That Tempe City Code Chapter 29, Streets and Sidewalks, Section 29-18 -- Dustproofing alleys -- is hereby amended as follows:

Sec. 29-40. - Supervision of planting, etc.; City to provide necessary forms, regulations.

- (a) The ~~Engineering and Transportation~~ PUBLIC WORKS OR TRANSPORTATION AND SUSTAINABILITY Director shall have general technical and supervisory control of all planting, setting out, location, placement, removal, trimming and care of all trees and shrubs in public parks and public rights-of-way.

- (b) The ~~Engineering and Transportation~~ PUBLIC WORKS Director shall be responsible for providing all forms and rules and regulations necessary to carry this article into effect.

Section 29. That Tempe City Code Chapter 29, Streets and Sidewalks, Section 29-41 -- Permits -- is hereby amended as follows:

Sec. 29-41. - Permits.

No person shall plant, move, remove or replace any tree or shrub in a public right-of-way except by permission of the ~~Engineering and Transportation~~ PUBLIC WORKS Director. This shall not apply to grass and shrubs having a potential growth of less than two (2) feet in height, except that no such low-growing grass or shrubs shall be allowed to grow over or overhang any sidewalk, alley or walkway. Except as set forth in [Section 29-42](#), such permission may, within the discretion of the ~~Engineering and Transportation~~ PUBLIC WORKS Director, be orally given.

Section 30. That Tempe City Code Chapter 29, Streets and Sidewalks, Section 29-42 -- Continuing permits for licensed contractors-- is hereby amended as follows:

Sec. 29-42. - Continuing permits for licensed contractors.

Licensed landscape contractors and utility companies upon written application to and approval by the ~~Engineering and Transportation~~ PUBLIC WORKS Director may be granted continuing permits to perform landscaping, planting, trimming of trees and landscaping maintenance in public rights-of-way without securing written permission for each separate job; however, this shall not relieve such contractors from the responsibility of orally notifying the ~~Engineering and Transportation~~ PUBLIC WORKS Director prior to performing the work, and any work performed by such licensed contractors shall comply with city standard specifications for planting and landscaping. Permission granted to a licensed contractor or utility company shall continue until revoked, and the ~~Engineering and Transportation~~ PUBLIC WORKS Director shall revoke any permit issued under this section for nonconformance with the provisions of this article.

Section 31. That Tempe City Code Chapter 29, Streets and Sidewalks, Section 29-43 -- Implementation of planting program -- is hereby amended as follows:

Sec. 29-43. - Implementation of planting program.

- (a) Programs for planting or landscaping may be implemented by personal application to, and approval by, the ~~Engineering and Transportation~~ PUBLIC WORKS Director, or by the improvement district procedure as provided in this section.
- (b) Persons interested in planting or landscaping on public rights-of-way shall make application to the ~~Engineering and Transportation~~ PUBLIC WORKS Director who shall review their proposal in accordance with requirements of this article. He shall

make any necessary changes or recommendations that may be necessary in the proposal and may grant permission for such planting or landscaping. No planting or landscaping shall be done until permission has been granted except as otherwise provided herein, and where required, a maintenance agreement shall be executed between the ~~Engineering and Transportation~~ PUBLIC WORKS Director and the permittee.

...

Section 32. That Tempe City Code Chapter 29, Streets and Sidewalks, Section 29-44 -- Responsibility for maintenance-- is hereby amended as follows:

Sec. 29-44. - Responsibility for maintenance.

Unless there is a specific agreement between the property owner and the City relieving the property owner of responsibility, the property owner shall be responsible for the irrigation and maintenance of trees, grass and shrubs planted in public rights-of-way abutting the owner's property. Maintenance of city-authorized plantings in medians and parks shall be the responsibility of the ~~Engineering and Transportation~~ TRANSPORTATION AND SUSTAINABILITY Department.

Section 33. That Tempe City Code Chapter 29, Streets and Sidewalks, Section 29-45 -- Designation of types, varieties -- is hereby amended as follows:

Sec. 29-45. – Designation of types,; varieties.

The authority to designate the kind and variety of shrubbery, palms, trees, grass or flowers to be planted shall be vested in the ~~Engineering and Transportation~~ TRANSPORTATION AND SUSTAINABILITY Director. The owners of property fronting on streets and public rights-of-way may request of the ~~Engineering and Transportation~~ TRANSPORTATION AND SUSTAINABILITY Director that the shrubbery, palms, trees, grass or flowers to be planted shall be of a certain kind or variety.

Section 34. That Tempe City Code Chapter 29, Streets and Sidewalks, Section 29-46 -- Prohibited species -- is hereby amended as follows:

Sec. 29-46. - Prohibited species.

It shall be unlawful to plant eucalyptus (except microtheca, papuana, kruseana, formanii, erythrocorys, spathulata and torquata), elm (except ulmus parvifolia), FICUS NITIDA, willow, cottonwood or poplar trees in any public right-of-way. The planting and replacement of pollen-producing olive trees (olea europaea) or mulberry trees (morus alba) are also prohibited.

Section 35. That Tempe City Code Chapter 29, Streets and Sidewalks, Section 29-47, Nuisance tree and shrubs is hereby amended as follows:

Sec. 29-47. - Nuisance treeS and shrubs.

- (a) Any tree or shrub which overhangs or is within the public right-of-way which in the opinion of the ~~Engineering and Transportation~~ TRANSPORTATION AND SUSTAINABILITY Director endangers the life, health, safety or property of the public shall be declared a public nuisance and the ~~Engineering and Transportation~~ TRANSPORTATION AND SUSTAINABILITY Director shall remove or trim such tree or shrub.

...

Section 36. That Tempe City Code Chapter 29, Streets and Sidewalks, Section 29-48 -- Violations; remedies -- is hereby amended as follows:

Sec. 29-48. - Violations; remedies.

Any person violating the provisions of this article shall be notified by the ~~Engineering and Transportation~~ PUBLIC WORKS Director in writing by certified mail, addressee only with return receipt requested, mailed to the violator at his last-known residence address. If any person to whom written notice has been mailed neglects, fails or refuses for more than thirty (30) days after receiving such notice to correct a violation, the ~~Engineering and Transportation~~ PUBLIC WORKS Director shall have authority to take the necessary remedial action and charge the cost thereof to the owner of the property abutting the right-of-way. The ~~Engineering and Transportation~~ PUBLIC WORKS Director shall prepare a verified statement and account of all expenses incurred by the City, or occasioned by or incidental to correcting the violation and file such verified statement and account with the Financial Services Director.

Section 37. That Tempe City Code Chapter 30, Subdivisions, Section 30-7 -- Criteria -- is hereby amended as follows:

Sec. 30-7. - Criteria.

- (a) Conformance with Arizona ~~State~~ REVISED Statutes Title 9, Chapter 4, Article 6.2 Municipal Subdivision Regulations;

...

- (h) Conformance with City of Tempe, ~~Engineering and Transportation~~ PUBLIC WORKS Department engineering design criteria manual, engineering standards and details.

Section 38. That Tempe City Code Chapter 31A, Telecommunications Service Providers, is hereby amended as follows:

Throughout Tempe City Code Chapter 31A, strike “~~Engineering and Transportation~~” and insert “PUBLIC WORKS.”

Section 39. That Tempe City Code Chapter 33, Water, is hereby amended as follows:

Throughout Tempe City Code Chapter 33, strike “~~Municipal Utilities~~” and insert “PUBLIC WORKS.”

Section 40. That Tempe City Code Appendix A, Schedule of Fees and Charges, is hereby amended as follows:

Throughout Tempe City Code Appendix A, strike “~~Municipal Utilities~~” and insert “PUBLIC WORKS.”

Under Schedule of Fees and Charges, ADMINISTRATION, 2-144, Engineering and Transportation Department, strike “~~Engineering and Transportation~~” and insert “TRANSPORTATION AND SUSTAINABILITY.”

Section 41. All ordinances and parts of ordinances in conflict with the provisions of the Tempe City Code adopted herein are hereby repealed.

Section 42. If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the Tempe City Code adopted herein by reference is for any reason held to be invalid or unconstitutional such decision shall not affect the validity of the remaining portions thereof.

Section 43. The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Tempe City Code.

Section 44. The various City officers and employees are hereby authorized and directed to make any additional changes to the language of the Tempe City Code deemed necessary and perform all acts necessary to give effect to the purpose and intent of this ordinance.

Section 45. Pursuant to the Tempe City Charter Section 2.12, ordinances are effective thirty (30) days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this 5th day of September, 2024.

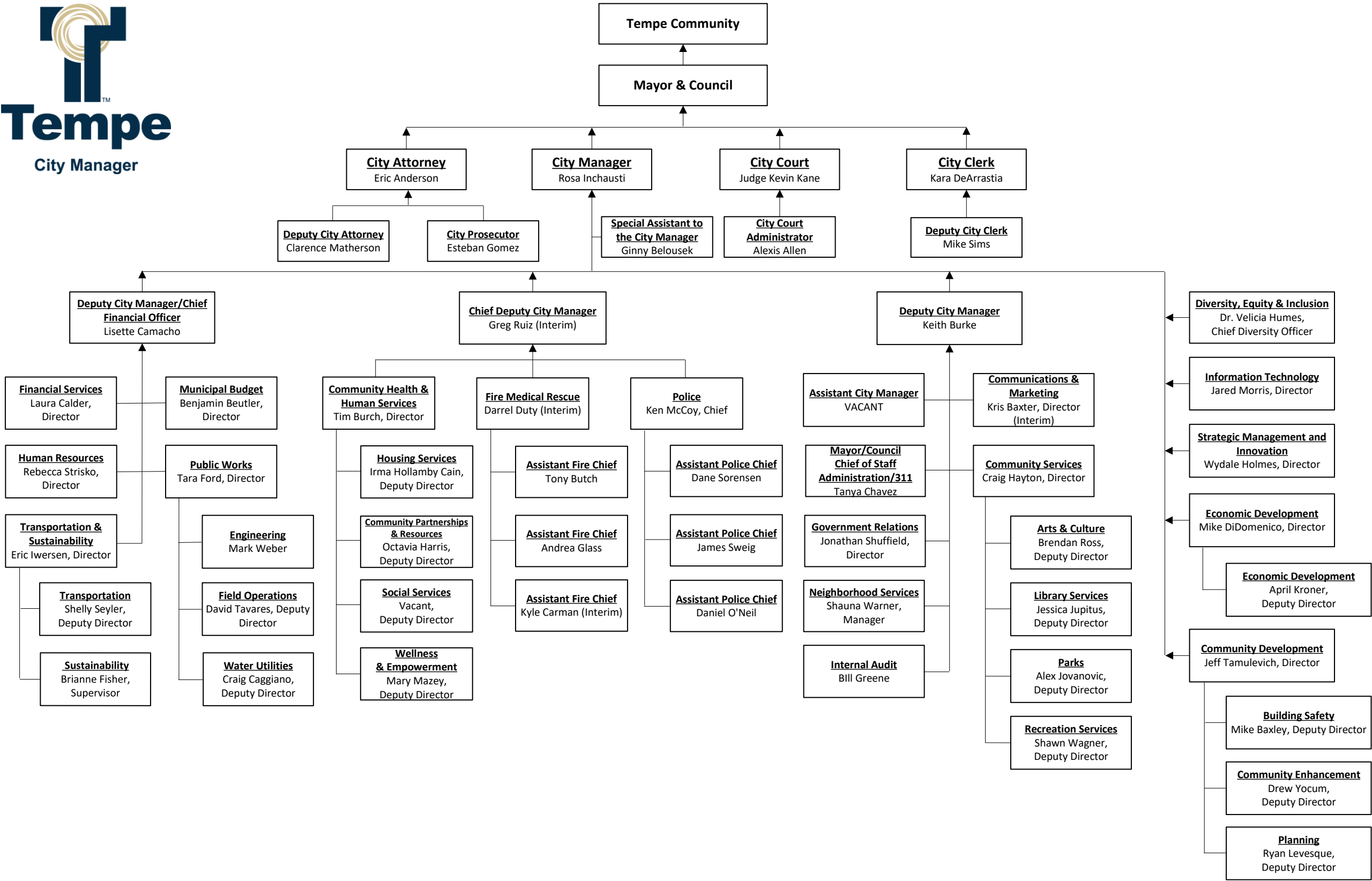
Corey D. Woods, Mayor

ATTEST:

Kara A. DeArrastia, City Clerk

APPROVED AS TO FORM:

Eric C. Anderson, City Attorney





CITY OF TEMPE REQUEST FOR COUNCIL ACTION

**Meeting Date: 9/5/2024
Agenda Item: 8C2**

ACTION: PUBLIC HEARING ITEM Hold the second and final public hearing to adopt an ordinance authorizing the granting of a power distribution easement to Salt River Project Agricultural Improvement and Power District (SRP) over certain City-owned land located at 800 East Divot Drive and authorizing the Mayor or his designee to execute an easement agreement and related documents. The first public hearing was held on August 26, 2024. (Ordinance No. O2024.40)

FISCAL IMPACT: N/A

RECOMMENDATION: Adopt Ordinance No. O2024.40.

BACKGROUND INFORMATION: This easement is for the addition of SRP power service at 800 East Divot Drive in conjunction with the new Tempe Recharge Well 2 at the same location.

ATTACHMENTS:

1. RFCA_EE_301-47-007A ORDINANCE_RECHARGEWELL.DOC
2. RFCA_E_301-47-007A EASEMENT_RECHARGEWELL.PDF

STAFF CONTACT(S): Mark Weber, Deputy Public Works Director / City Engineer, (480) 350-8526

Department Director: Tara Ford, Public Works Director

Legal review by: Sam Arrowsmith, Assistant City Attorney

Prepared by: Stephen Grover, Right of Way Management Coordinator

ORDINANCE NO. O2024.40

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE GRANTING OF A POWER DISTRIBUTION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT OVER CERTAIN CITY-OWNED LAND AT 800 EAST DIVOT DRIVE, AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN EASEMENT AGREEMENT AND RELATED DOCUMENTS.

WHEREAS, Section 2.11(g) of the Tempe City Charter, requires an ordinance to convey or authorize the conveyance or lease of any interest in City-owned lands; and

WHEREAS, the Salt River Project Agricultural Improvement and Power District (“SRP”) has requested that the City grant it an easement over certain City-owned land to add new services at 800 East Divot Drive in conjunction with a new City of Tempe recharge well at the same location.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

Section 1. That the City of Tempe does hereby authorize the granting of an easement to SRP in substantially the form attached hereto as “Power Distribution Easement” (the “Easement Agreement”), and in the approximate locations as described in Exhibit “A” and Exhibit “A” , subject to the same encumbrances, liens, limitations, restrictions, and estates as exist on the land of which the easement is a part.

Section 2. That the Mayor or his designee is hereby authorized to execute any documents that may be necessary to carry out the provisions of this Ordinance, including without limitation the Easement Agreement.

Section 3. Pursuant to City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption.

[SIGNATURES ON NEXT PAGE]

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE,
ARIZONA, this 5th day of September, 2024**

Corey D. Woods, Mayor

ATTEST:

Kara A. DeArrastia, City Clerk

APPROVED AS TO FORM:

Eric Anderson, City Attorney

EXHIBIT "A"

SRP JOB NUMBER: T3401679
SRP JOB NAME: NEW RECHARGE WELL NO 2-PAC COT
TTRRSS: 1S4E10

DATE: 06-17-2024
PAGE: 1 OF 5

AN EASEMENT WITHIN A PARCEL OF LAND AS DESCRIBED PER DOCKET 9370 PAGE 7 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE NORTH HALF OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10, BEING A FOUND REBAR, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 10, BEING A BRASS CAP IN HAND HOLE, BEARS NORTH 00 DEGREES 28 MINUTES 26 SECONDS WEST, A DISTANCE OF 2646.50 FEET (**BASIS OF BEARINGS**);

THENCE ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 10, NORTH 00 DEGREES 28 MINUTES 26 SECONDS WEST, A DISTANCE OF 441.92 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 95.56 FEET;

THENCE SOUTH 00 DEGREES 11 MINUTES 20 SECONDS EAST, A DISTANCE OF 9.08 FEET;

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EXHIBIT "A"

SRP JOB NUMBER: T3401679

SRP JOB NAME: NEW RECHARGE WELL NO 2-PAC COT

TTRRSS: 1S4E10

DATE: 06-17-2024

PAGE: 2 OF 5

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 230.16 FEET;

THENCE SOUTH 14 DEGREES 59 MINUTES 41 SECONDS EAST, A DISTANCE OF 8.28 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 232.23 FEET TO SAID
POINT OF BEGINNING.

SAID EASEMENT CONTAINS AN AREA OF 2,986 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

END OF DESCRIPTION

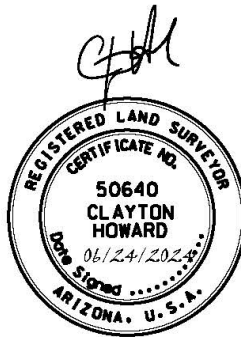
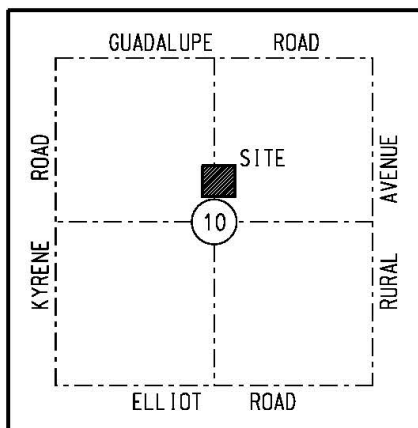


EXHIBIT "A"



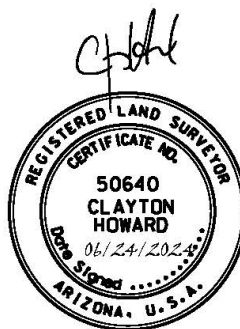
VICINITY MAP (NTS)
T1S, R4E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF SRP EASEMENT
- EXISTING EASEMENT
- ◆ SECTION CORNER AS NOTED

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
DKT	DOCKET
PG	PAGE
MCR	MARICOPA COUNTY RECORDER
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE
SRP	SALT RIVER PROJECT



BASIS OF BEARINGS:
BASED ON THE MARICOPA COUNTY
LOW DISTORTION PROJECTION
COORDINATE SYSTEM.

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

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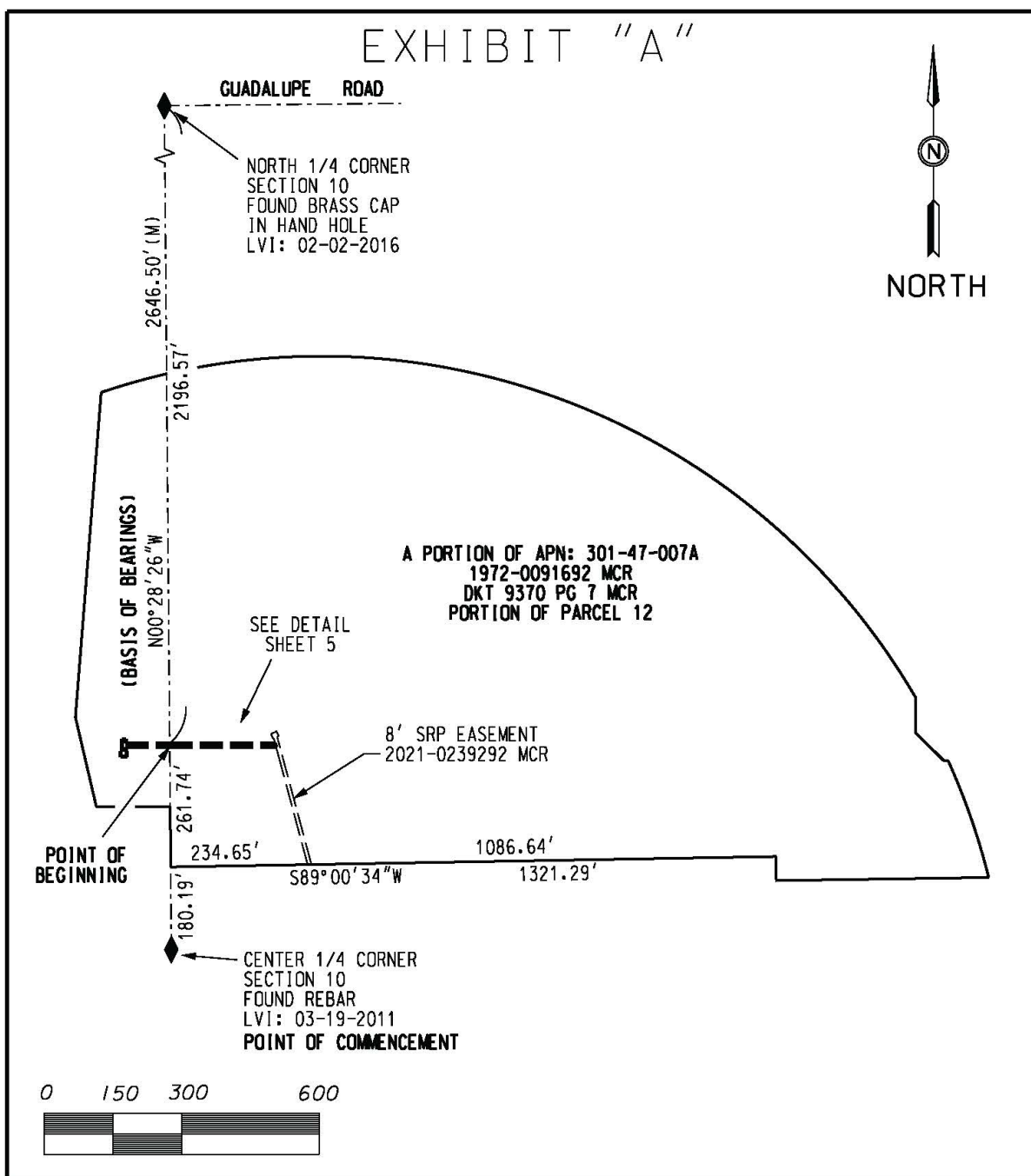
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT NEW RECHARGE WELL NO 2-PAC COT N1/2 SECTION 10 T.1 S., R.4 E. 21.50E - 1.44S
SRP LDWR NUMBER:	SCALE: NTS	
I.O. NUMBER: T3401679	SHEET: 3 OF 5	
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"	
DRAWN: HICK	REVISION: 1	
CHECKED BY: HOWARD	CREW CHIEF: DOWNIE	
DATE: 06-17-2024 BW	FIELD DATE: 06-13-2024	

EXHIBIT "A"




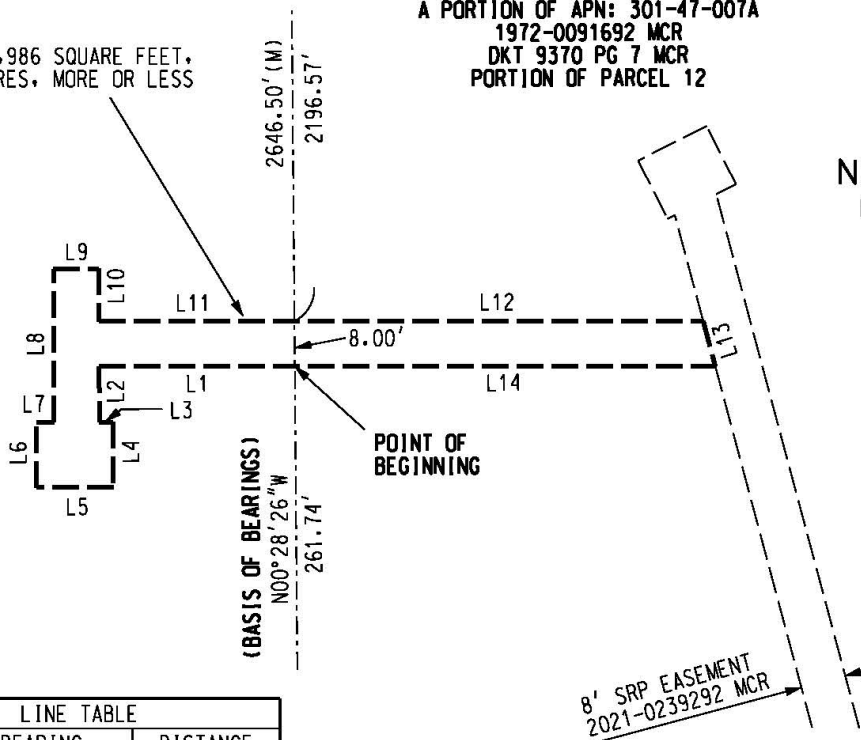
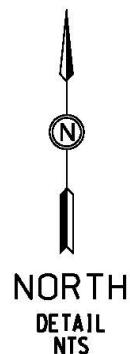
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EXHIBIT "A"

2,986 SQUARE FEET,
0.06 ACRES, MORE OR LESS

A PORTION OF APN: 301-47-007A
1972-0091692 MCR
DKT 9370 PG 7 MCR
PORTION OF PARCEL 12



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N90°00'00"W	95.56'
L2	S00°11'20"E	9.08'
L3	N89°48'40"E	2.42'
L4	S00°11'20"E	11.85'
L5	S89°48'40"W	13.50'
L6	N00°11'20"W	11.50'
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L8	N00°11'20"W	27.00'
L9	N89°48'40"E	8.00'
L10	S00°11'20"E	9.57'
L11	S90°00'00"E	95.52'
L12	S90°00'00"E	230.16'
L13	S14°59'41"E	8.28'
L14	N90°00'00"W	232.23'

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER:	SCALE: NTS	
I.O. NUMBER: T3401679	SHEET: 5 OF 5	NEW RECHARGE WELL NO 2-PAC COT N1/2 SECTION 10 T.1 S.,R.4 E. 21.50E - 1.44S
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"	
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DATE: 06-17-2024 BW	FIELD DATE: 06-13-2024	

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB10W

P. O. Box 52025

Phoenix, Arizona 85072-2025

**EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 301-47-007A
N ½, SEC. 10, T1S, R4E

Agt. AMB
Job # LJ89672 / T3401679
W ~~AMB~~ C BW
R/W #

**City of Tempe,
a municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, licensees, and invitees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conduits and conductors, pipes, cables, switching equipment, transformers, pad-mounted equipment, enclosures, manholes, vaults, and all other appliances, appurtenances and fixtures (collectively, "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of access to and from the Easement Parcel, over, across, through and along Grantor's Property (defined below) (collectively, the "Easement"). Grantee is hereby authorized to permit others to use the Easement for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the North half of Section 10, Township 01S South, Range 04E East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in WARRANTY DEED Instrument # 1972-0091692, records of Maricopa County, Arizona.

Easement Parcel:

Said easement being a piece of land described as “LIMITS OF SRP EASEMENT” delineated on Exhibit “A” (NEW RECHARGE WELL NO 2-PAC COT, SRP Job No. T3401679), prepared by Salt River Project A.I. & Power District, dated 6/17/2024, said Exhibit “A” attached hereto and made a part hereof.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

The Easement is governed by the following terms and conditions:

1. Modification of Easement Parcel. Grantor acknowledges that field conditions may result in the Facilities being installed within Grantor’s Property in a location that is not within the Easement Parcel. After the completion of any construction or installation outside of the Easement Parcel, Grantee shall obtain Grantor’s agreement with and execution of an amendment to this Easement modifying the legal description of the Easement Parcel to reflect the actual location of the Facilities (the “Amendment”). Upon the recordation of the Amendment, such revised legal description shall have the same force and effect, and create the same priority of interest, as if recorded concurrently with this instrument. Grantor may consent to the execution and recordation of the Amendment through the exercise of its sole discretion.
2. Prohibited Activities. Grantor shall not, whether directly or indirectly by granting permission, construct, install, or place any building or other structure, plant any trees, drill any wells, store materials of any kind, or alter the ground level, within the Easement Parcel. This paragraph 2 does not prohibit the use of the Easement Parcel for such purposes as landscaping (except trees), paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement, and does not interfere with the efficient operation and maintenance of the Facilities, including access thereto. To obtain clarification as to whether or not a particular construction activity is prohibited by the first sentence of this paragraph 2, Grantor may request Grantee’s prior written approval to grade or install improvements (“Work”) within the Easement Parcel by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work. Grantee may grant or deny such approval through the exercise of Grantee’s sole discretion, provided that Grantee’s review and right to approve shall be limited to whether the proposed Work conflicts with the existing Facilities, including access thereto. Any such approval is hereby subject to Grantor complying with all other provisions of this Easement.
3. Clear Areas. Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear area that extends 12.00 feet immediately in front of all transformer and other equipment openings (“Clear Areas”). No improvements, fixtures, trees, shrubs, or other obstructions shall be placed within the Clear Areas. Grantee shall have the right (but not the obligation) to remove any obstructions within the Clear Areas.

4. Additional Grantee Rights. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel or the Clear Areas, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantor agrees that any fences or walls which now cross or hereafter cross Grantor's Property will not prevent Grantee's access to the Easement Parcel or the Facilities. Grantor further agrees that Grantee can use gates on all such fences or walls for such access.
5. Perpetual Nature of Easement. The Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledged by Grantee. Upon such recordation, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.
6. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns.
7. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.
8. Private Use. The provisions of this Easement Agreement are not intended to and do not constitute a public utility easement, or any other grant, dedication, or conveyance for public use of the Easement Parcel.
9. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the Grantor's Property and Easement Parcel is vested in Grantor, and (ii) Grantor has full power and authority to grant the Easement and to perform its obligations under this document.
10. Authority to Bind Grantor. The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor, and (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity).

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, **City of Tempe, a municipal corporation**, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, _____.

**City of Tempe,
a municipal corporation**

By _____

Its _____

By _____

Its _____

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this ____ day of _____,
_____ by _____ and _____,
as _____ and _____, respectively, of
City of Tempe, a municipal corporation, on behalf of such corporation.

Notary Public

My Commission Expires:

Notary Stamp/Seal

EXHIBIT "A"

SRP JOB NUMBER: T3401679

SRP JOB NAME: NEW RECHARGE WELL NO 2-PAC COT

TTRSS: 1S4E10

DATE: 06-17-2024

PAGE: 1 OF 5

AN EASEMENT WITHIN A PARCEL OF LAND AS DESCRIBED PER DOCKET 9370 PAGE 7 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE NORTH HALF OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10, BEING A FOUND REBAR, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 10, BEING A BRASS CAP IN HAND HOLE, BEARS NORTH 00 DEGREES 28 MINUTES 26 SECONDS WEST, A DISTANCE OF 2646.50 FEET (**BASIS OF BEARINGS**);

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PAGE: 2 OF 5

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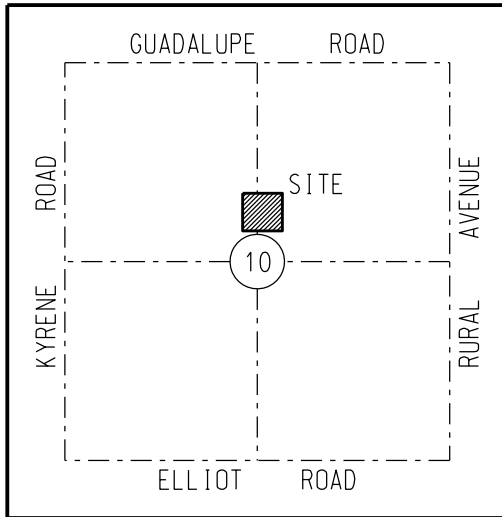
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SAID EASEMENT CONTAINS AN AREA OF 2,986 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

END OF DESCRIPTION



EXHIBIT "A"



VICINITY MAP (NTS)
T1S, R4E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF SRP EASEMENT
- EXISTING EASEMENT
- ◆ SECTION CORNER AS NOTED

ABBREVIATION TABLE

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LOW DISTORTION PROJECTION
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SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

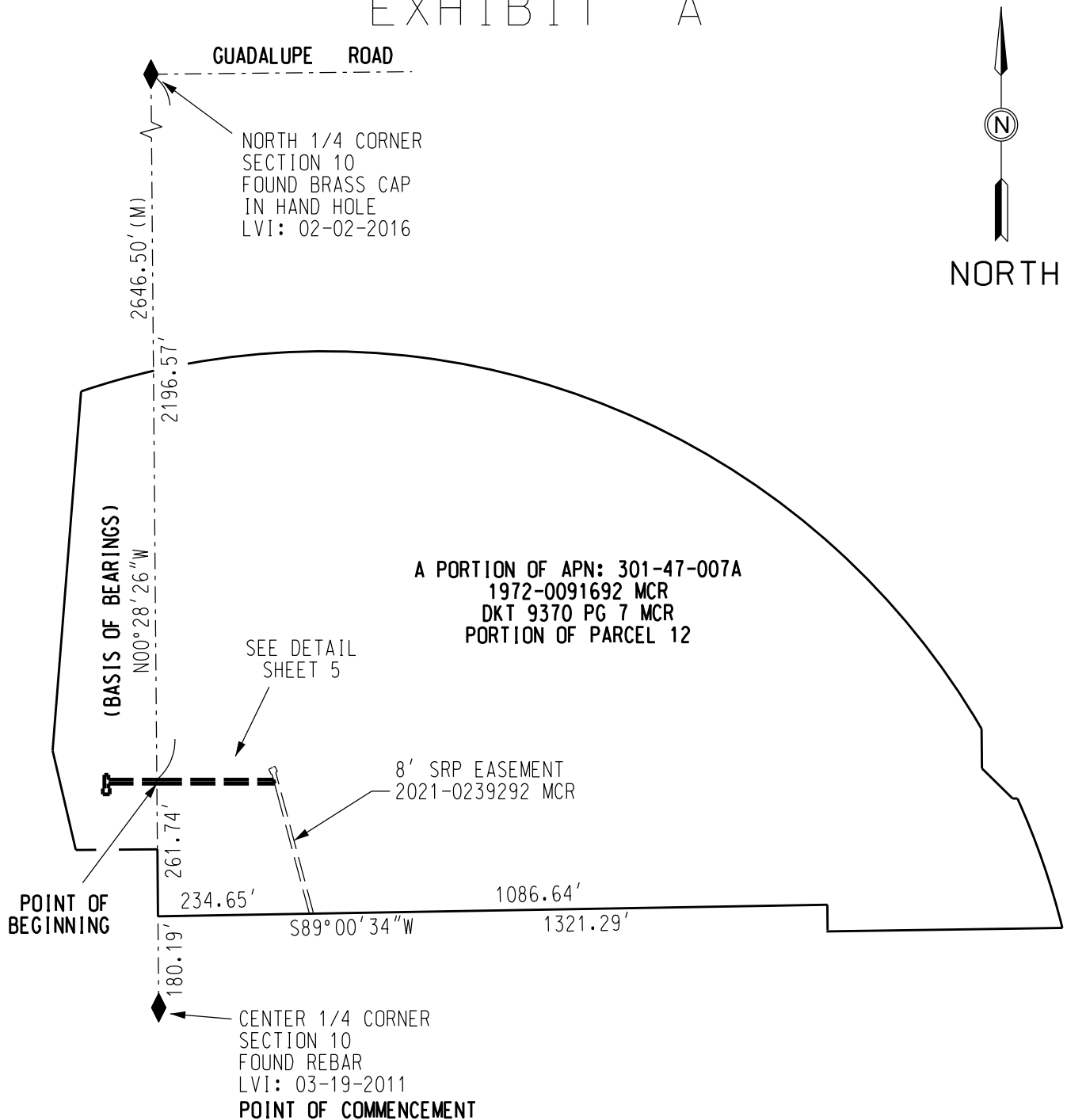


SURVEY DIVISION
LAND DEPARTMENT

SRP LDWR NUMBER:	SCALE: NTS
I.O. NUMBER: T3401679	SHEET: 3 OF 5
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: HICK	REVISION: 1
CHECKED BY: HOWARD	CREW CHIEF: DOWNIE
DATE: 06-17-2024	FIELD DATE: 06-13-2024

NEW RECHARGE WELL NO 2-PAC COT
N1/2 SECTION 10
T.1 S., R.4 E.
21.50E - 1.44S

EXHIBIT "A"



SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

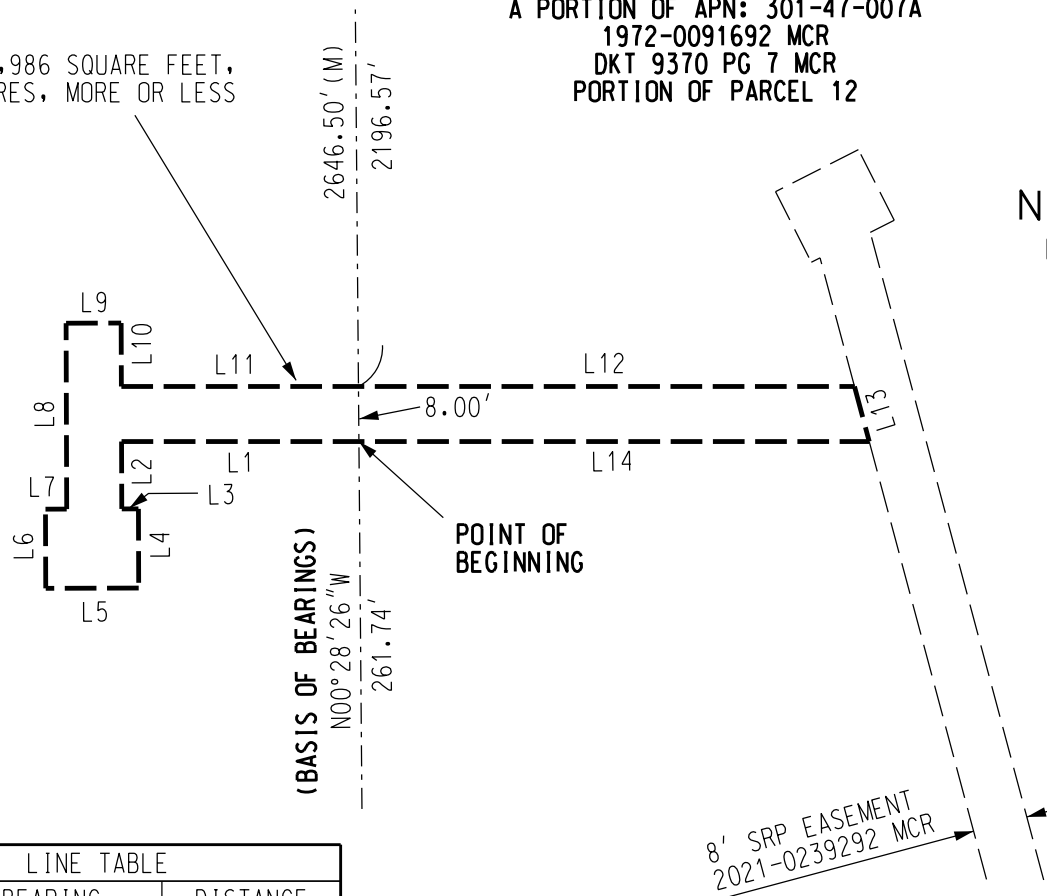
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EXHIBIT "A"

A PORTION OF APN: 301-47-007A
1972-0091692 MCR
DKT 9370 PG 7 MCR
PORTION OF PARCEL 12

2,986 SQUARE FEET,
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SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

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N1/2 SECTION 10
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21.50E - 1.44S



CITY OF TEMPE REQUEST FOR COUNCIL ACTION

Meeting Date: 9/5/2024
Agenda Item: 8C3

ACTION: PUBLIC HEARING ITEM Hold the second and final public hearing to adopt an ordinance approving the conveyance of certain City-owned properties located at 1906 East Meadow Drive and 5002 South Alder Drive (collectively, the “Properties”) to the Tempe Coalition for Affordable Housing, Inc., an Arizona non-profit corporation (TCAH), and authorizing the Mayor to execute an agreement to convey property, covenants, deeds, and all other related documents necessary to effect such conveyances and related transactions. The first public hearing was held on August 26, 2024. (Ordinance No. O2024.41)

FISCAL IMPACT: There is no financial impact for the conveyance of the Properties. Additionally, the appraised value of the Properties will qualify as an In-Kind Match Contribution for the HOME Investment Partnership Program (HOME). HOME guidelines require a 25% match, and without an In-Kind match, the City would be required to contribute a minimum of \$150,000 per year to fulfill these Federal program guidelines.

RECOMMENDATION: Adopt Ordinance No. O2024.41.

BACKGROUND INFORMATION: The City currently owns two vacant improved properties located at 1906 East Meadow Drive and 5002 South Alder Drive. The Properties were acquired as part of the Community Development Block Grant (CDBG) annual allocation for the creation of permanent affordable rental housing.

The TCAH operates as the affiliate non-profit of the City of Tempe Public Housing Authority and is the City’s Hometown for All partner. Transferring the Properties to TCAH will provide permanent affordable rental housing for households earning up to 80% of the Area Median Income (AMI). Additionally, these units will contribute to the goals outlined by the Hometown for All Initiative by increasing the number of affordable and workforce housing units within the City.

Through the use of covenants and deed restrictions, the Properties will be utilized only for the provision of affordable housing, and their use will not be modified without the express written consent of the City Council.

ATTACHMENTS:

1. 20240826_CHHS_RCM_8B8_ORDINANCE.DOCX
2. 20240826_CHHS_RCM_8B8_ALDER_DRIVE.DOCX
3. 20240826_CHHS_RCM_8B8_MEADOW_DRIVE.DOCX

STAFF CONTACT(S): Tim Burch, Community Health and Human Services Director, (480) 858-2358

Department Director: Tim Burch, Community Health and Human Services Director
Legal review by: Clarence Matherson, Jr., Deputy City Attorney
Prepared by: Christopher Groesbeck, Management Assistant II+

ORDINANCE NO. O2024.41

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, APPROVING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED AT 1906 EAST MEADOW DRIVE AND 5002 SOUTH ALDER DRIVE, TEMPE, ARIZONA, AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS TRANSFERRING OWNERSHIP OF THE REAL PROPERTY TO THE TEMPE COALITION FOR AFFORDABLE HOUSING, INC.

WHEREAS, the City of Tempe (the “City”) created the Tempe Coalition for Affordable Housing, Inc. (“TCAH”), an affiliate nonprofit of the Tempe Public Housing Authority to, among other things, further the mission of preserving, creating and managing affordable housing and providing certain social service outreach ventures, and

WHEREAS, the City owns certain improved real property located at 1906 East Meadow Drive, Tempe, Arizona, and 5002 South Alder Drive, Tempe, Arizona (collectively, the “Properties”), and

WHEREAS, the City and the TCAH desire to formalize the establishment of the agreements with respect to the conveyance of the Properties to the TCAH with the TCAH acknowledging certain use restrictions on the Properties.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

Section 1. The City Council approves the conveyance of the Properties to the TCAH.

Section 2. The Mayor is authorized to execute an Agreement to Convey Property and Acknowledgement of Use Restrictions (the “Agreement”) for each of the Properties in substantially the form on file with the City Clerk’s Office, and all other documents as may be required to effectuate the conveyance of the Properties, including without limitation those documents referenced in or attached as exhibits to the Agreement.

Section 3. The various City officers and employees are hereby authorized and directed to perform all acts necessary to give effect to this ordinance.

Section 4. Pursuant to the Tempe City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption or at any later date specified therein.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA this 5th day of September, 2024.

Corey D. Woods, Mayor

ATTEST:

Kara D. DeArrastia, City Clerk

APPROVED AS TO FORM:

Eric C. Anderson, City Attorney

WHEN RECORDED, RETURN TO:

City of
Tempe 31
E. 5th Street
Tempe, AZ 85281
Attn: City Clerk

**AGREEMENT TO CONVEY PROPERTY
AND ACKNOWLEDGEMENT OF USE RESTRICTIONS
(5002 S. Alder Drive)**

THIS AGREEMENT TO CONVEY PROPERTY AND ACKNOWLEDGEMENT OF USE RESTRICTIONS (“Agreement”) is made and entered into to be effective as of _____, 2024 (the “Effective Date”) by and between THE CITY OF TEMPE, an Arizona municipal corporation (“City”), and the Tempe Coalition for Affordable Housing (“TCAH”), an Arizona nonprofit corporation (“TCAH”).

RECITALS

A. WHEREAS, City owns the real property legally described on **Exhibit A** attached hereto and incorporated herein (the “Property”), including the improvements thereon, which consist of affordable housing rental units; and

B. WHEREAS, TCAH is an Arizona nonprofit corporation formed to support the construction of, and to manage, affordable housing for low- and moderate-income persons residing in the City of Tempe; and

C. WHEREAS, City desires to convey the Property to TCAH to assure that the Property continues to be operated as affordable housing, and TCAH desires to own and manage the Property for such purposes;

D. WHEREAS, City and TCAH desire to set forth herein the terms and conditions of the conveyance.

NOW, THEREFORE, for Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Conveyance of Property.

- a. City hereby agrees to convey the Property to TCAH by means of a Special

Warranty Deed in the form attached hereto as **Exhibit B** (the “Deed”). Upon receipt of Tempe City Council approval of the conveyance, City shall cause the Restrictive Covenant (as hereafter defined) and Deed to be recorded.

b. TCAH shall pay all costs, expenses and fees associated with the recording, including without limitation all recording fees. All real property taxes and assessments, if any, shall be prorated between City and TCAH as of the date the Deed is recorded, based upon the latest available information. All utilities and other operating expenses for the Property shall be prorated between City and TCAH as of the date the Deed is recorded, or as otherwise agreed between City and TCAH.

c. The Property is being conveyed in its “AS IS” condition and without any representation or warranty except as otherwise expressly set forth in this Agreement.

2. Use Restrictions; Monitoring and Reporting.

a. City and TCAH intend that the Property be forever held and operated solely and exclusively as affordable housing. Accordingly, TCAH hereby acknowledges and agrees that prior to recording the Deed, City shall cause to be recorded against the Property a Restrictive Covenant in the form of **Exhibit C** hereto, requiring that the Property be held and used only for affordable housing unless City and TCAH otherwise agree in writing.

b. While TCAH continues to own the Property, staff from City’s Community Health and Human Services Department (or the designated successor(s) thereof) shall have the right to monitor all leases and rentals for compliance with income eligibility and programmatic requirements.

c. While TCAH continues to own the Property, it shall:

(i) Comply with all laws, rules and regulations applicable to the Property and to the operation of low-income housing, including without limitation any requirements imposed by the source of any funding for construction of the improvements on the Property, to the extent the same remain applicable;

(ii) Maintain all records relating to operation of the Property as may be required by any governmental body that has jurisdiction over the Property or that provided funding for the Improvements on the Property;

(iii) Comply with the requirements and standards of Office of Management and Budget (“OMB”) Circular No. A-122 (revised), “Cost Principles for Nonprofit Organizations, and establish and/or maintain accounting systems to assure that it is audited and that those audits meet the requirements for Circular A-110 “Uniform Requirements for Grants to Universities, Hospitals, and other Nonprofit Organizations” and if applicable OMB Circular No. A-133 (revised) “Audits of States, Local Governments, and Nonprofit Organizations”;

(iv) Maintain records of all ethnic and racial statistics of persons and families benefited in the performance of its services on the Property, including, but not limited to, the number of low- and moderate-income persons (51%-80% of median income), the number of very low-income persons (31%-50% of median income) and the number of extremely low-income persons (0-30% of median income) and households assisted in accordance with federal income limits, the number of elderly (over 62 years of age) and individuals with disabilities, family size, and number of female heads of households.

d. TCAH shall cause the revenue generated by its operation of the Property to be allocated to establishing appropriate reserves for maintenance and repair of the improvements on the Property all in such amounts as may be approved by the Board of Directors of TCAH.

e. TCAH hereby covenants and agrees as to the matters set forth below unless City otherwise agrees in writing:

(i) At all reasonable times and as often as City may request, TCAH shall permit authorized representatives designated by City to have access to the Property to discuss the affairs of TCAH relating to the Property as shall be relevant to the performance or observance of the terms, covenants and conditions of this Agreement.

(ii) TCAH will keep the Property adequately insured at all times by financially sound and reputable insurers, against fire, flood, extended casualty and against such other risks as are customarily insured against by companies in a similar business, as a prudent owner and operator of the properties and business of TCAH would maintain.

(iii) TCAH shall obtain promptly and keep in full force and effect all licenses, permits, and authorizations necessary to its business.

(iv) TCAH will not create, incur, or suffer to exist any security interest, mortgage, pledge, lien, claim, charge, or encumbrance, in, of or on the Property.

3. Non-Discrimination. TCAH shall not discriminate against any applicant for service because of gender identity, sexual orientation, race, color, gender, religion, national origin, familial status, age, disability, source of income, or status as a U.S. military veteran. TCAH shall, in all solicitations or advertisements, state that all qualified applicants will receive consideration for employment of service without regard to gender identity, sexual orientation, race, color, gender, religion, national origin, familial status, age, disability and status as a U.S. military veteran.

4. Default; Remedies. TCAH shall be deemed to be in default under this Agreement if it fails to perform any obligation required to be performed by it hereunder within any time period required for such performance, and such failure continues for a period of thirty (30) days after City gives written notice thereof specifying in reasonable detail the nature of such failure. In addition

to any other rights and remedies City may have at law or in equity, City shall have the right to terminate this Agreement immediately upon written notice and, if it so elects, within one hundred-eighty (180) days after notice of termination, to require that TCAH reconvey the Property to City without compensation or other payment. If City exercises its right to require a reconveyance of the Property, TCAH shall execute and deliver to City a special warranty deed reconveying title to the Property.

5. Miscellaneous.

a. Conflict of Interest. Pursuant to Arizona law, rules and regulations, including A.R.S. § 38-511, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

b. Notices. All notices, demands and other communications to be given pursuant to this Agreement shall be in writing, and shall be deemed to have been given upon personal delivery or three business days after deposit in the United States mail, registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

To TCAH:

Tempe Coalition for Affordable Housing, Inc.
3500 South Rural Road, Suite 202
Tempe, Arizona 85282

To the City:

City Manager
City of Tempe
31 East Fifth Street
Tempe, Arizona 85281

With a copy to:

City Attorney
City of Tempe
21 E. 6th Street, Suite 201
Tempe, Arizona 85281

Either party may designate any other address for this purpose by written notice to the other party in the manner described herein. As used in this Agreement, "**business day**" shall mean a day other than a Saturday, Sunday or a day observed as a legal holiday by the United States government, the City or the State of Arizona.

c. **Governing Law; Forum: Venue.** This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, shall be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

d. **Successors and Assigns.** This Agreement shall run with the Property and all of the covenants and conditions set forth herein shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

e. **Waiver.** No waiver by either party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

f. **Attorneys' Fees.** In the event of any actual litigation between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

g. **Severability.** In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.

h. **Schedules and Exhibits.** All schedules and exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

i. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

j. **No Partnership or Joint Venture.** Under no circumstances shall the parties hereto be considered partners or joint venturers.

k. **Ambiguities Not Held Against the Drafter.** The Parties acknowledge that they have had an adequate opportunity to review each and every provision contained in this Agreement, including the opportunity to submit the same to legal counsel for review and comment. Based on said review and consultation, the Parties agree with each and every term contained in this Agreement. Based on the foregoing, the Parties agree that the rule

of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.

l. **Non-Engagement of Israel Boycott.** Contractor certifies it is not currently engaged in and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842. Unless and until the U.S. District Court, District of Arizona's injunction is lifted, A.R.S. § 35-393.01 is unenforceable.

m. **Compliance with A.R.S. § 35-394.** Contractor hereby certifies that it does not currently, and agrees for the duration of this Agreement, that Contractor will not, use: 1. The forced labor of ethnic Uyghurs in the People's Republic of China; 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor hereby agrees to indemnify and hold harmless the Customer, its officials, employees, and agents from any claims or causes of action relating to the Customer's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Customer in defending such as action. Curing the term of agreement, Contractor shall alert the City within 5 days after becoming aware of its noncompliance with this statute and cure any noncompliance within 180 days after initial notification of noncompliance. Failure to cure in accordance with the provisions of this statute shall result in contract termination.

n. **Amendments.** This Agreement may be amended or extended by mutual agreement of the parties, provided that no amendment shall be effective unless it is in a writing signed by the parties.

o. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which, taken together, constitute one and the same agreement.

[Signatures on the following pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to Convey Property to be executed as of the day and year first above written.

CITY:

The City of Tempe, an Arizona municipal corporation

Corey D. Woods, Mayor

ATTEST:

Kara A. DeArrastia, City Clerk

APPROVED AS TO FORM:

Eric C. Anderson, City Attorney

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Corey D. Woods, the Mayor of the City of Tempe.

Notary Public

EXHIBIT A TO AGREEMENT TO CONVEY PROPERTY

Title No.:

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Lot 365, Park Riviera South Four Townhouses, according to Book 128 of Maps, Page 48, records of Maricopa County, Arizona.

APN: 133-39-559

**Exhibit B To Agreement to Convey Property
5002 S. Alder Dr.**

WHEN RECORDED, RETURN TO:

City of Tempe
21 East Fifth Street
Tempe, Arizona 85281
Attention: City Clerk

EXEMPT from the
requirement for an
Affidavit per
A.R.S. § 11-1134A3

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars (\$10.00) and other valuable considerations, the City of Tempe, a municipal corporation (“**Grantor**”), hereby conveys to the Tempe Coalition for Affordable Housing, Inc., an Arizona nonprofit corporation (“**Grantee**”), the following real property situated in Maricopa County, Arizona, together with all buildings, structures and improvement located thereon, if any, and all rights and privileges appurtenant thereto, including, without limitation, all air rights and water rights relating to such land; all minerals, oil, gas and other hydrocarbon substances on, in or under the land; and all easements, covenants, rights, privileges, appurtenances, hereditaments, reversions and remainders relating to or used in connection with the land:

See Exhibit A attached hereto and incorporated
herein by this reference (the “**Property**”).

SUBJECT TO current real property taxes and other assessments; patent reservations; and all easements, rights of way, covenants, conditions, restrictions and other matters as may appear of record or which an accurate survey or inspection would reveal.

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

Title No.:

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Lot 365, Park Riviera South Four Townhouses, according to Book 128 of Maps, Page 48, records of Maricopa County, Arizona.

APN: 133-39-559

Exhibit C To Agreement to Convey Property

RESTRICTIVE COVENANT

WHEN RECORDED, RETURN TO:

City of Tempe

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (the “Restrictive Covenant”) is made effective as of this _____ day of _____, 2024 by and between THE CITY OF TEMPE, an Arizona municipal corporation (“City”), and the Tempe Coalition for Affordable Housing, Inc., an Arizona nonprofit corporation (“TCAH”).

RECITALS

A. **WHEREAS**, City is the owner of certain real property more particularly described on Exhibit “A” attached hereto (the “Property”), which is being conveyed to TCAH concurrently herewith; and

B. **WHEREAS**, City and TCAH are parties to that certain Conveyance Agreement da (the “Conveyance Agreement”), pursuant to which City agreed to convey the Property to TCAH upon compliance with the Conveyance Agreement. (Capitalized terms used herein without definition have the meanings given such terms in the Conveyance Agreement.); and

C. **WHEREAS**, The Conveyance Agreement requires the execution of this Restrictive Covenant to provide City with assurances regarding the operation of the Affordable Housing within the Project.

NOW, THEREFORE, in consideration of the promises above and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and TCAH, intending to be legally bound, and for itself and its successors and assigns, covenants and agrees as follows:

DECLARATION AND AGREEMENT

1. Use Restrictions.

a. City and TCAH intend that the Property be forever held and operated solely and exclusively as affordable housing unless City and TCAH otherwise agree in writing.

b. All of the restrictions, conditions and covenants in this Restrictive Covenant shall run with the Property and shall be binding upon and inure to the benefit of City, TCAH and all persons having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors, successors in title and assigns. Each person who acquires any right, title or interest in the Property or any part thereof, agrees to abide by all of the provisions of this Restrictive Covenant.

2. Use Restrictions; Monitoring and Reporting.

a. While TCAH continues to own the Property, staff from City's Community Health and Human Services Department (or the designated successor(s) thereof) shall have the right to monitor all leases and rentals for compliance with income eligibility and programmatic requirements.

b. While TCAH continues to own the Property, it shall:

(i) comply with all laws, rules and regulations applicable to the operation of low-income housing, including without limitation any requirements imposed by the source of any funding for construction of the Improvements on the Property, to the extent the same remain applicable;

(ii) maintain all records relating to operation of the Property as may be required by any governmental body that has jurisdiction over the Property or that provided funding for the Improvements on the Property;

(iii) comply with the requirements and standards of Office of Management and Budget ("OMB") Circular No. A-122 (revised), "Cost Principles for Nonprofit Organizations, and establish and/or maintain accounting systems to assure that it is audited and that those audits meet the requirements for Circular A-110 "Uniform Requirements for Grants to Universities, Hospitals, and other Nonprofit Organizations" and if applicable OMB Circular No. A-133 (revised) "Audits of States, Local Governments, and Nonprofit Organizations";

(iv) maintain records of all ethnic and racial statistics of persons and families benefited in the performance of its services on the Property, including, but not limited to, the number of low and moderate income persons (51%-80% of median income), the number of very low income persons (31%-50% of median income) and the number of extremely low income persons (0-30% of median income) and households assisted in accordance with federal income limits, the number of elderly (over 62 years of age) and individuals with disabilities, family size, and number of female heads of households;

c. TCAH shall cause the revenue generated by its operation of the Property to be allocated to establishing appropriate reserves for maintenance and repair of the improvements on the Property all in such amounts as may be approved by the Board of Directors of TCAH.

d. TCAH hereby covenants and agrees as to the matters set forth below unless City otherwise agrees in writing:

(i) At all reasonable times and as often as City may request, TCAH shall permit authorized representatives designated by City to have access to the Property to discuss the affairs of TCAH relating to the Property as shall be relevant to the performance or observance of the terms, covenants and conditions of this Agreement.

(ii) TCAH will keep the Property adequately insured at all times by financially sound and reputable insurers, against fire, flood, extended casualty and against such other risks as are customarily insured against by companies in a similar business, as a prudent owner and operator of the properties and business of TCAH would maintain.

(iii) TCAH shall obtain promptly and keep in full force and effect all licenses, permits, and authorizations necessary to its business.

(iv) TCAH will not create, incur, or suffer to exist any security interest, mortgage, pledge, lien, claim, charge, or encumbrance, in, of or on the Property.

3. Non-Discrimination. TCAH shall not discriminate against any applicant for service because of gender identity, sexual orientation, race, color, gender, religion, national origin, familial status, age, disability, source of income, or status as a U.S. military veteran. TCAH shall, in all solicitations or advertisements, state that all qualified applicants will receive consideration for employment of service without regard to gender identity, sexual orientation, race, color, gender, religion, national origin, familial status, age, disability and status as a U.S. military veteran.

4. Default; Remedies. TCAH shall be deemed to be in default under this Restrictive Covenant if it fails to perform any obligation required to be performed by it hereunder within any time period required for such performance, and such failure continues for a period of thirty (30) days after City gives written notice thereof specifying in reasonable detail the nature of such failure. In addition to any other rights and remedies City may have at law or in equity, City shall have the right to terminate this Agreement immediately upon written notice and, if it so elects, within one hundred-eighty (180) days after notice of termination, to require that TCAH reconvey the Property to City without compensation or other payment. If City exercises its right to require a reconveyance of the Property, TCAH shall execute and deliver to City a special warranty deed reconveying title to the Property.

5. Attorneys' Fees. If any litigation or administrative proceeding is commenced to enforce the provisions of this Restrictive Covenant, the prevailing party in such litigation or proceeding may recover, in addition to such other relief as may be granted, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and

court costs in such litigation or proceeding.

6. Notices. All Notices which shall or may be given pursuant to this Restrictive Covenant shall be in writing and transmitted by registered or certified mail, return receipt requested, addressed as follows:

To TCAH: Tempe Coalition for Affordable Housing, Inc.
 3500 South Rural Road, Suite 202
 Tempe, Arizona 85282

To the City: City Manager
 City of Tempe
 31 East Fifth Street
 Tempe, Arizona 85281

With a copy to: City Attorney
 City of Tempe
 21 East Sixth Street, Suite 201
 Tempe, Arizona 85281

Either party may designate any other address for this purpose by written notice to the other party in the manner described herein.

7. Miscellaneous.

a. Waiver. No delay or failure by any party to exercise any right under this Restrictive Covenant and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

b. Headings. Headings in this Restrictive Covenant are for convenience only and shall not be used to interpret or construe its provisions.

c. Governing Law; Forum: Venue. This Restrictive Covenant is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Restrictive Covenant that cannot be administratively resolved, or otherwise related to or arising from this Agreement, shall be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

d. Severability. In the event that any phrase, clause, sentence, paragraph, section, article, or portion of this Agreement shall become illegal, null or void against public policy, for any reason, or shall be held by any court of

competent jurisdiction to be illegal, null, or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law, except if the remaining portions of the Agreement do not provide one or both of the parties with the essential consideration for entering into this Agreement.

e. Ambiguities Not Held Against the Drafter. The Parties acknowledge that they have had an adequate opportunity to review each and every provision contained in this Agreement, including the opportunity to submit the same to legal counsel for review and comment. Based on said review and consultation, the Parties agree with each and every term contained in this Agreement. Based on the foregoing, the Parties agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.

f. Non-Engagement of Israel Boycott. Contractor certifies it is not currently engaged in and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842. Unless and until the U.S. District Court, District of Arizona's injunction is lifted, A.R.S. § 35-393.01 is unenforceable.

g. Compliance with A.R.S. § 35-394. Contractor hereby certifies that it does not currently, and agrees for the duration of this Agreement, that Contractor will not, use: 1. The forced labor of ethnic Uyghurs in the People's Republic of China; 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor hereby agrees to indemnify and hold harmless the Customer, its officials, employees, and agents from any claims or causes of action relating to the Customer's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Customer in defending such as action. Curing the term of agreement, Contractor shall alert the City within 5 days after becoming aware of its noncompliance with this statute and cure any noncompliance within 180 days after initial notification of noncompliance. Failure to cure in accordance with the provisions of this statute shall result in contract termination.

h. Amendments. This Agreement may be amended or extended by mutual agreement of the parties, provided that no amendment shall be effective unless it is in a writing signed by the parties.

i. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which, taken together, constitute one and the same agreement.

[Signatures on the following pages]

IN WITNESS WHEREOF, the undersigned have executed this Restrictive Covenant as of the date first above written.

TCAH:

**TEMPE COALITION FOR
AFFORDABLE HOUSING, INC.,**
an Arizona nonprofit corporation

By: _____

Name: _____

Title: _____

**STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)**

On this _____ day of _____, 2024, before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the _____ of Tempe Coalition for Affordable Housing, Inc., an Arizona nonprofit corporation, and that being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

Title No.:

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Lot 365, Park Riviera South Four Townhouses, according to Book 128 of Maps, Page 48, records of Maricopa County, Arizona.

APN: 133-39-559

WHEN RECORDED, RETURN TO:

City of
Tempe 31
E. 5th Street
Tempe, AZ 85281
Attn: City Clerk

**AGREEMENT TO CONVEY PROPERTY
AND ACKNOWLEDGEMENT OF USE RESTRICTIONS
(1906 E. Meadow Drive)**

THIS AGREEMENT TO CONVEY PROPERTY AND ACKNOWLEDGEMENT OF USE RESTRICTIONS (“Agreement”) is made and entered into to be effective as of _____, 2024 (the “Effective Date”) by and between THE CITY OF TEMPE, an Arizona municipal corporation (“City”), and the Tempe Coalition for Affordable Housing (“TCAH”), an Arizona nonprofit corporation (“TCAH”).

RECITALS

A. WHEREAS, City owns the real property legally described on **Exhibit A** attached hereto and incorporated herein (the “Property”), including the improvements thereon, which consist of affordable housing rental units; and

B. WHEREAS, TCAH is an Arizona nonprofit corporation formed to support the construction of, and to manage, affordable housing for low- and moderate-income persons residing in the City of Tempe; and

C. WHEREAS, City desires to convey the Property to TCAH to assure that the Property continues to be operated as affordable housing, and TCAH desires to own and manage the Property for such purposes;

D. WHEREAS, City and TCAH desire to set forth herein the terms and conditions of the conveyance.

NOW, THEREFORE, for Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Conveyance of Property.

- a. City hereby agrees to convey the Property to TCAH by means of a Special

Warranty Deed in the form attached hereto as **Exhibit B** (the “Deed”). Upon receipt of Tempe City Council approval of the conveyance, City shall cause the Restrictive Covenant (as hereafter defined) and Deed to be recorded.

b. TCAH shall pay all costs, expenses and fees associated with the recording, including without limitation all recording fees. All real property taxes and assessments, if any, shall be prorated between City and TCAH as of the date the Deed is recorded, based upon the latest available information. All utilities and other operating expenses for the Property shall be prorated between City and TCAH as of the date the Deed is recorded, or as otherwise agreed between City and TCAH.

c. The Property is being conveyed in its “AS IS” condition and without any representation or warranty except as otherwise expressly set forth in this Agreement.

2. Use Restrictions; Monitoring and Reporting.

a. City and TCAH intend that the Property be forever held and operated solely and exclusively as affordable housing. Accordingly, TCAH hereby acknowledges and agrees that prior to recording the Deed, City shall cause to be recorded against the Property a Restrictive Covenant in the form of **Exhibit C** hereto, requiring that the Property be held and used only for affordable housing unless City and TCAH otherwise agree in writing.

b. While TCAH continues to own the Property, staff from City’s Community Health and Human Services Department (or the designated successor(s) thereof) shall have the right to monitor all leases and rentals for compliance with income eligibility and programmatic requirements.

c. While TCAH continues to own the Property, it shall:

(i) Comply with all laws, rules and regulations applicable to the Property and to the operation of low-income housing, including without limitation any requirements imposed by the source of any funding for construction of the improvements on the Property, to the extent the same remain applicable;

(ii) Maintain all records relating to operation of the Property as may be required by any governmental body that has jurisdiction over the Property or that provided funding for the Improvements on the Property;

(iii) Comply with the requirements and standards of Office of Management and Budget (“OMB”) Circular No. A-122 (revised), “Cost Principles for Nonprofit Organizations, and establish and/or maintain accounting systems to assure that it is audited and that those audits meet the requirements for Circular A-110 “Uniform Requirements for Grants to Universities, Hospitals, and other Nonprofit Organizations” and if applicable OMB Circular No. A-133 (revised) “Audits of States, Local Governments, and Nonprofit Organizations”;

(iv) Maintain records of all ethnic and racial statistics of persons and families benefited in the performance of its services on the Property, including, but not limited to, the number of low- and moderate-income persons (51%-80% of median income), the number of very low-income persons (31%-50% of median income) and the number of extremely low-income persons (0-30% of median income) and households assisted in accordance with federal income limits, the number of elderly (over 62 years of age) and individuals with disabilities, family size, and number of female heads of households.

d. TCAH shall cause the revenue generated by its operation of the Property to be allocated to establishing appropriate reserves for maintenance and repair of the improvements on the Property all in such amounts as may be approved by the Board of Directors of TCAH.

e. TCAH hereby covenants and agrees as to the matters set forth below unless City otherwise agrees in writing:

(i) At all reasonable times and as often as City may request, TCAH shall permit authorized representatives designated by City to have access to the Property to discuss the affairs of TCAH relating to the Property as shall be relevant to the performance or observance of the terms, covenants and conditions of this Agreement.

(ii) TCAH will keep the Property adequately insured at all times by financially sound and reputable insurers, against fire, flood, extended casualty and against such other risks as are customarily insured against by companies in a similar business, as a prudent owner and operator of the properties and business of TCAH would maintain.

(iii) TCAH shall obtain promptly and keep in full force and effect all licenses, permits, and authorizations necessary to its business.

(iv) TCAH will not create, incur, or suffer to exist any security interest, mortgage, pledge, lien, claim, charge, or encumbrance, in, of or on the Property.

3. Non-Discrimination. TCAH shall not discriminate against any applicant for service because of gender identity, sexual orientation, race, color, gender, religion, national origin, familial status, age, disability, source of income, or status as a U.S. military veteran. TCAH shall, in all solicitations or advertisements, state that all qualified applicants will receive consideration for employment of service without regard to gender identity, sexual orientation, race, color, gender, religion, national origin, familial status, age, disability and status as a U.S. military veteran.

4. Default; Remedies. TCAH shall be deemed to be in default under this Agreement if it fails to perform any obligation required to be performed by it hereunder within any time period required for such performance, and such failure continues for a period of thirty (30) days after City gives written notice thereof specifying in reasonable detail the nature of such failure. In addition

to any other rights and remedies City may have at law or in equity, City shall have the right to terminate this Agreement immediately upon written notice and, if it so elects, within one hundred-eighty (180) days after notice of termination, to require that TCAH reconvey the Property to City without compensation or other payment. If City exercises its right to require a reconveyance of the Property, TCAH shall execute and deliver to City a special warranty deed reconveying title to the Property.

5. Miscellaneous.

a. Conflict of Interest. Pursuant to Arizona law, rules and regulations, including A.R.S. § 38-511, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

b. Notices. All notices, demands and other communications to be given pursuant to this Agreement shall be in writing, and shall be deemed to have been given upon personal delivery or three business days after deposit in the United States mail, registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

To TCAH:

Tempe Coalition for Affordable Housing, Inc.
3500 South Rural Road, Suite 202
Tempe, Arizona 85282

To the City:

City Manager
City of Tempe
31 East Fifth Street
Tempe, Arizona 85281

With a copy to:

City Attorney
City of Tempe
21 E. 6th Street, Suite 201
Tempe, Arizona 85281

Either party may designate any other address for this purpose by written notice to the other party in the manner described herein. As used in this Agreement, "**business day**" shall mean a day other than a Saturday, Sunday or a day observed as a legal holiday by the United States government, the City or the State of Arizona.

c. **Governing Law; Forum: Venue.** This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, shall be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

d. **Successors and Assigns.** This Agreement shall run with the Property and all of the covenants and conditions set forth herein shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

e. **Waiver.** No waiver by either party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

f. **Attorneys' Fees.** In the event of any actual litigation between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

g. **Severability.** In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.

h. **Schedules and Exhibits.** All schedules and exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

i. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

j. **No Partnership or Joint Venture.** Under no circumstances shall the parties hereto be considered partners or joint venturers.

k. **Ambiguities Not Held Against the Drafter.** The Parties acknowledge that they have had an adequate opportunity to review each and every provision contained in this Agreement, including the opportunity to submit the same to legal counsel for review and comment. Based on said review and consultation, the Parties agree with each and every term contained in this Agreement. Based on the foregoing, the Parties agree that the rule

of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.

l. **Non-Engagement of Israel Boycott.** Contractor certifies it is not currently engaged in and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842. Unless and until the U.S. District Court, District of Arizona's injunction is lifted, A.R.S. § 35-393.01 is unenforceable.

m. **Compliance with A.R.S. § 35-394.** Contractor hereby certifies that it does not currently, and agrees for the duration of this Agreement, that Contractor will not, use: 1. The forced labor of ethnic Uyghurs in the People's Republic of China; 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor hereby agrees to indemnify and hold harmless the Customer, its officials, employees, and agents from any claims or causes of action relating to the Customer's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Customer in defending such as action. During the term of agreement, Contractor shall alert the City within 5 days after becoming aware of its noncompliance with this statute and cure any noncompliance within 180 days after initial notification of noncompliance. Failure to cure in accordance with the provisions of this statute shall result in contract termination.

n. **Amendments.** This Agreement may be amended or extended by mutual agreement of the parties, provided that no amendment shall be effective unless it is in a writing signed by the parties.

o. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which, taken together, constitute one and the same agreement.

[Signatures on the following pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to Convey Property to be executed as of the day and year first above written.

CITY:

The City of Tempe, an Arizona municipal corporation

Corey D. Woods, Mayor

ATTEST:

Kara A. DeArrastia, City Clerk

APPROVED AS TO FORM:

Eric C. Anderson, City Attorney

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Corey D. Woods, the Mayor of the City of Tempe.

Notary Public

EXHIBIT A TO AGREEMENT TO CONVEY PROPERTY

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Lot 74, Alameda Meadows Unit Two, per map recorded in Book 118 of Maps, Page 26, in the office County Recorder of said county.

APN: 133-34-080

**Exhibit B To Agreement to Convey Property
1906 E. Meadow Dr.**

WHEN RECORDED, RETURN TO:

City of Tempe
21 East Fifth Street
Tempe, Arizona 85281
Attention: City Clerk

EXEMPT from the
requirement for an
Affidavit per
A.R.S. § 11-1134A3

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars (\$10.00) and other valuable considerations, the City of Tempe, a municipal corporation (“**Grantor**”), hereby conveys to the Tempe Coalition for Affordable Housing, Inc., an Arizona nonprofit corporation (“**Grantee**”), the following real property situated in Maricopa County, Arizona, together with all buildings, structures and improvement located thereon, if any, and all rights and privileges appurtenant thereto, including, without limitation, all air rights and water rights relating to such land; all minerals, oil, gas and other hydrocarbon substances on, in or under the land; and all easements, covenants, rights, privileges, appurtenances, hereditaments, reversions and remainders relating to or used in connection with the land:

See Exhibit A attached hereto and incorporated
herein by this reference (the “**Property**”).

SUBJECT TO current real property taxes and other assessments; patent reservations; and all easements, rights of way, covenants, conditions, restrictions and other matters as may appear of record or which an accurate survey or inspection would reveal.

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

Title No.:

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Lot 74, Alameda Meadows Unit Two, per map recorded in Book 118 of Maps, Page 26, in the office County Recorder of said county.

APN: 133-34-080

Exhibit C To Agreement to Convey Property

RESTRICTIVE COVENANT

WHEN RECORDED, RETURN TO:

City of Tempe

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (the “Restrictive Covenant”) is made effective as of this _____ day of _____, 2024 by and between THE CITY OF TEMPE, an Arizona municipal corporation (“City”), and the Tempe Coalition for Affordable Housing, Inc., an Arizona nonprofit corporation (“TCAH”).

RECITALS

A. **WHEREAS**, City is the owner of certain real property more particularly described on Exhibit “A” attached hereto (the “Property”), which is being conveyed to TCAH concurrently herewith; and

B. **WHEREAS**, City and TCAH are parties to that certain Conveyance Agreement da (the “Conveyance Agreement”), pursuant to which City agreed to convey the Property to TCAH upon compliance with the Conveyance Agreement. (Capitalized terms used herein without definition have the meanings given such terms in the Conveyance Agreement.); and

C. **WHEREAS**, The Conveyance Agreement requires the execution of this Restrictive Covenant to provide City with assurances regarding the operation of the Affordable Housing within the Project.

NOW, THEREFORE, in consideration of the promises above and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and TCAH, intending to be legally bound, and for itself and its successors and assigns, covenants and agrees as follows:

DECLARATION AND AGREEMENT

1. Use Restrictions.

a. City and TCAH intend that the Property be forever held and operated solely and exclusively as affordable housing unless City and TCAH otherwise agree in writing.

b. All of the restrictions, conditions and covenants in this Restrictive Covenant shall run with the Property and shall be binding upon and inure to the benefit of City, TCAH and all persons having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors, successors in title and assigns. Each person who acquires any right, title or interest in the Property or any part thereof, agrees to abide by all of the provisions of this Restrictive Covenant.

2. Use Restrictions; Monitoring and Reporting.

a. While TCAH continues to own the Property, staff from City's Community Health and Human Services Department (or the designated successor(s) thereof) shall have the right to monitor all leases and rentals for compliance with income eligibility and programmatic requirements.

b. While TCAH continues to own the Property, it shall:

(i) comply with all laws, rules and regulations applicable to the operation of low-income housing, including without limitation any requirements imposed by the source of any funding for construction of the Improvements on the Property, to the extent the same remain applicable;

(ii) maintain all records relating to operation of the Property as may be required by any governmental body that has jurisdiction over the Property or that provided funding for the Improvements on the Property;

(iii) comply with the requirements and standards of Office of Management and Budget ("OMB") Circular No. A-122 (revised), "Cost Principles for Nonprofit Organizations, and establish and/or maintain accounting systems to assure that it is audited and that those audits meet the requirements for Circular A-110 "Uniform Requirements for Grants to Universities, Hospitals, and other Nonprofit Organizations" and if applicable OMB Circular No. A-133 (revised) "Audits of States, Local Governments, and Nonprofit Organizations";

(iv) maintain records of all ethnic and racial statistics of persons and families benefited in the performance of its services on the Property, including, but not limited to, the number of low and moderate income persons (51%-80% of median income), the number of very low income persons (31%-50% of median income) and the number of extremely low income persons (0-30% of median income) and households assisted in accordance with federal income limits, the number of elderly (over 62 years of age) and individuals with disabilities, family size, and number of female heads of households;

c. TCAH shall cause the revenue generated by its operation of the Property to be allocated to establishing appropriate reserves for maintenance and repair of the improvements on the Property all in such amounts as may be approved by the Board of Directors of TCAH.

d. TCAH hereby covenants and agrees as to the matters set forth below unless City otherwise agrees in writing:

(i) At all reasonable times and as often as City may request, TCAH shall permit authorized representatives designated by City to have access to the Property to discuss the affairs of TCAH relating to the Property as shall be relevant to the performance or observance of the terms, covenants and conditions of this Agreement.

(ii) TCAH will keep the Property adequately insured at all times by financially sound and reputable insurers, against fire, flood, extended casualty and against such other risks as are customarily insured against by companies in a similar business, as a prudent owner and operator of the properties and business of TCAH would maintain.

(iii) TCAH shall obtain promptly and keep in full force and effect all licenses, permits, and authorizations necessary to its business.

(iv) TCAH will not create, incur, or suffer to exist any security interest, mortgage, pledge, lien, claim, charge, or encumbrance, in, of or on the Property.

3. Non-Discrimination. TCAH shall not discriminate against any applicant for service because of gender identity, sexual orientation, race, color, gender, religion, national origin, familial status, age, disability, source of income, or status as a U.S. military veteran. TCAH shall, in all solicitations or advertisements, state that all qualified applicants will receive consideration for employment of service without regard to gender identity, sexual orientation, race, color, gender, religion, national origin, familial status, age, disability and status as a U.S. military veteran.

4. Default; Remedies. TCAH shall be deemed to be in default under this Restrictive Covenant if it fails to perform any obligation required to be performed by it hereunder within any time period required for such performance, and such failure continues for a period of thirty (30) days after City gives written notice thereof specifying in reasonable detail the nature of such failure. In addition to any other rights and remedies City may have at law or in equity, City shall have the right to terminate this Agreement immediately upon written notice and, if it so elects, within one hundred-eighty (180) days after notice of termination, to require that TCAH reconvey the Property to City without compensation or other payment. If City exercises its right to require a reconveyance of the Property, TCAH shall execute and deliver to City a special warranty deed reconveying title to the Property.

5. Attorneys' Fees. If any litigation or administrative proceeding is commenced to enforce the provisions of this Restrictive Covenant, the prevailing party in such litigation or proceeding may recover, in addition to such other relief as may be granted, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and

court costs in such litigation or proceeding.

6. Notices. All Notices which shall or may be given pursuant to this Restrictive Covenant shall be in writing and transmitted by registered or certified mail, return receipt requested, addressed as follows:

To TCAH: Tempe Coalition for Affordable Housing, Inc.
 3500 South Rural Road, Suite 202
 Tempe, Arizona 85282

To the City: City Manager
 City of Tempe
 31 East Fifth Street
 Tempe, Arizona 85281

With a copy to: City Attorney
 City of Tempe
 21 East Sixth Street, Suite 201
 Tempe, Arizona 85281

Either party may designate any other address for this purpose by written notice to the other party in the manner described herein.

7. Miscellaneous.

a. Waiver. No delay or failure by any party to exercise any right under this Restrictive Covenant and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

b. Headings. Headings in this Restrictive Covenant are for convenience only and shall not be used to interpret or construe its provisions.

c. Governing Law; Forum: Venue. This Restrictive Covenant is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Restrictive Covenant that cannot be administratively resolved, or otherwise related to or arising from this Agreement, shall be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

d. Severability. In the event that any phrase, clause, sentence, paragraph, section, article, or portion of this Agreement shall become illegal, null or void against public policy, for any reason, or shall be held by any court of

competent jurisdiction to be illegal, null, or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law, except if the remaining portions of the Agreement do not provide one or both of the parties with the essential consideration for entering into this Agreement.

e. Ambiguities Not Held Against the Drafter. The Parties acknowledge that they have had an adequate opportunity to review each and every provision contained in this Agreement, including the opportunity to submit the same to legal counsel for review and comment. Based on said review and consultation, the Parties agree with each and every term contained in this Agreement. Based on the foregoing, the Parties agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.

f. Non-Engagement of Israel Boycott. Contractor certifies it is not currently engaged in and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842. Unless and until the U.S. District Court, District of Arizona's injunction is lifted, A.R.S. § 35-393.01 is unenforceable.

g. Compliance with A.R.S. § 35-394. Contractor hereby certifies that it does not currently, and agrees for the duration of this Agreement, that Contractor will not, use: 1. The forced labor of ethnic Uyghurs in the People's Republic of China; 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor hereby agrees to indemnify and hold harmless the Customer, its officials, employees, and agents from any claims or causes of action relating to the Customer's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Customer in defending such as action. Curing the term of agreement, Contractor shall alert the City within 5 days after becoming aware of its noncompliance with this statute and cure any noncompliance within 180 days after initial notification of noncompliance. Failure to cure in accordance with the provisions of this statute shall result in contract termination.

h. Amendments. This Agreement may be amended or extended by mutual agreement of the parties, provided that no amendment shall be effective unless it is in a writing signed by the parties.

i. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which, taken together, constitute one and the same agreement.

[Signatures on the following pages]

IN WITNESS WHEREOF, the undersigned have executed this Restrictive Covenant as of the date first above written.

TCAH:

**TEMPE COALITION FOR
AFFORDABLE HOUSING, INC.,**
an Arizona nonprofit corporation

By: _____

Name: _____

Title: _____

[illegible]

On this _____ day of _____, 2024, before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the _____ of Tempe Coalition for Affordable Housing, Inc., an Arizona nonprofit corporation, and that being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

Title No.:

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Lot 74, Alameda Meadows Unit Two, per map recorded in Book 118 of Maps, Page 26, in the office County Recorder of said county.

APN: 133-34-080



CITY OF TEMPE REQUEST FOR COUNCIL ACTION

**Meeting Date: 9/5/2024
Agenda Item: 8C4**

ACTION: PUBLIC HEARING ITEM Hold the second and final public hearing to adopt an ordinance amending the Tempe City Code, by adding Section 22-18 to Chapter 22, prohibiting the possession, and sale to minors, of brass knuckles, or any device made of metal, plastic, or any hard material designed to fit over and around the knuckles, or fingers, of the human hand to enhance the power of a punch for aggressive fighting with the intent to cause injury. The first public hearing was held on August 26, 2024. (Ordinance No. O2024.43)

FISCAL IMPACT: No impact on City funds.

RECOMMENDATION: Adopt Ordinance No. O2024.43.

BACKGROUND INFORMATION: This year, several Arizona law enforcement agencies have faced public safety challenges due to a prevalence of crimes involving brass knuckles. In early 2024, numerous Tempe residents brought forth their concerns regarding these weapons to Councilmember Hodge after several notable instances of teen violence were perpetrated using brass knuckles in surrounding communities. The city aims to address all behaviors that threaten the peace, health, safety, or welfare of members of the general public.

Staff from the Tempe Police Department, City Attorney's Office, Mayor and Council Chief of staff and Councilmember Berdetta Hodge's office collaborated to begin drafting language for an Ordinance in May 2024.

On June 27, 2024, the City of Tempe's Attorney's Office provided a comprehensive draft Ordinance that does the following:

- Defines what brass knuckles are;
- Prohibits the possession of brass knuckles in public;
- Prohibits the sale of brass knuckles to a minor; and
- Assesses penalties for violations

ATTACHMENTS:

1. BRASS KNUCKLE ORDINANCE NO. O2024.XX.DOCX

STAFF CONTACT(S): Cepand Alizadeh, Council Assistant, (480) 350-8597; Tanya Chavez, Mayor and Council Chief of Staff, (480) 858-2215

Department Director: Kenneth McCoy, Police Chief
Legal review by: Kara Stanek, Senior Assistant City Attorney
Prepared by: Cepand Alizadeh, Council Assistant

ORDINANCE NO. O2024.43

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF TEMPE, ARIZONA, AMENDING CHAPTER 22, TEMPE
CITY CODE, RELATING TO OFFENSES –
MISCELLANEOUS BY AMENDING ARTICLE I -
GENERAL, BY ADDING SECTION 22-18
PROHIBITING THE POSSESSION OF BRASS KNUCKLES.**

WHEREAS, the Tempe City Council seeks to address all behaviors that threaten the peace, health, safety or welfare of members of the general public; and

WHEREAS, brass knuckles, or any device made of metal, plastic, or any hard material designed to fit over and around the knuckles of the human hand to enhance the power of a punch, are used mainly, if not solely, for aggressive fighting with the intent to cause injury; and

WHEREAS, the prevention of violence through the prohibition of sale, gift, or possession by minors is in the best interest of the residents of the City of Tempe and aimed at reducing and preventing teen violence.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

Section 1. That Chapter 22, Article 1, Section 22-18 of the Tempe City Code is hereby added to read as follows:

SEC. 22-18. BRASS KNUCKLES.

(A) IT SHALL BE UNLAWFUL TO KNOWINGLY POSSESS BRASS KNUCKLES WHILE ON PUBLIC PROPERTY, PROPERTY THAT IS OPEN TO THE PUBLIC OR IN A PLACE OF PUBLIC ACCOMMODATION.

(B) IT SHALL BE UNLAWFUL FOR ANY PERSON TO SELL, BARTER, LEND, GIVE AWAY, KNOWINGLY DELIVER TO OR TO HAVE IN THEIR POSSESSION FOR THE PURPOSE OF SELLING, BARTERING, LENDING, GIVING AWAY, OR KNOWINGLY DELIVERING TO OR TO DISPLAY FOR SALE OR GIVING AWAY ANY BRASS KNUCKLES TO A MINOR.

(C) VIOLATION OF THIS SECTION IS A CLASS 1 MISDEMEANOR.

(D) THE FOLLOWING DEFINITIONS SHALL APPLY TO SUBSECTIONS (A), (B), AND (C).

(1) *BRASS KNUCKLES* MEANS ANY DEVICE MADE OF METAL, PLASTIC, WOOD, BONE, COMPOSITE OR ANY HARD MATERIAL DESIGNED TO FIT OVER AND/OR AROUND ONE OR MORE OF THE KNUCKLES OR FINGERS OF THE

HUMAN HAND TO ENHANCE THE POWER, DAMAGE, IMPACT, OR INJURY OF A PUNCH, BUT DOES NOT INCLUDE GLOVES WORN FOR PROTECTION WHILE RIDING A MOTORCYCLE OR WORN BY LAW ENFORCEMENT IN THE COURSE OF DUTY.

(2) MINOR MEANS ANY PERSON UNDER 18 YEARS OF AGE.

Section 2. Pursuant to the Tempe City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption or at any later date specified therein.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this 5th day of September, 2024.

Corey D. Woods, Mayor

ATTEST:

Kara A. DeArrastia, City Clerk

APPROVED AS TO FORM:

Eric C. Anderson, City Attorney