



**City of Scottsdale
Community Services**

7447 E. Indian School Road, Suite 300
Scottsdale, AZ 85251

PHONE: 480-312-7275
WEB www.ScottsdaleAZ.gov

Date: September 14, 2023
To: The Honorable Mayor and City Council
From: Judy Doyle, Community Services Assistant Executive Director
Subject: September 19, 2023, City Council Meeting

Honorable Mayor and City Council Members,

Staff is bringing forward three regular agenda items for Council consideration - items #23 (Paiute Neighborhood Center Construction Budget Appropriation and Cash Transfer); #24 (HOME Investment Partnership Program (HOME) Funding Intergovernmental Agreement (Paiute Community Center/Tenant Based Rental Assistance)); and #25 (Affordable Housing and Bridge Housing Intergovernmental Agreement (Paiute Community Center)).

Because items #23, #24, and #25 are all related to the Paiute Neighborhood Center they will be presented together. The presentation will include the already existing Bond 2019 Project – 25 Replace Aging Buildings that Compromise Paiute Community Center and address an opportunity to use funds received from Maricopa County for a second capital project to add a second story to the Paiute Neighborhood Center for affordable and bridge housing. Combining the design and construction of the Bond 2019 project and the second story project will create efficiencies and savings for the city.

The presentation will also include a summary of the community outreach, which included creating a project webpage on the city's website where citizens could leave comments and meetings were held with individual Paiute stakeholders that use the campus to provide services to the community. Post cards were also sent using an expanded mailing (beyond the required mailing) to the surrounding community announcing two informational meetings that would be held on Wednesday, September 6th. The first meeting was at 9:00am at the Paiute Neighborhood Center and the second meeting was at 5:30pm in the Civic Center Library Auditorium where citizens could again leave comments. See attached public comments. The informational meetings were also advertised on Nextdoor and in Scottsdale Update. If the projects are approved, additional opportunities for public involvement will occur throughout the design and public hearing process.

Staff is also bringing forward regular agenda item #26 (Bridge Housing Program Agreement). In June 2023, the City Council approved a funding agreement totaling \$940,000 with the Arizona Department of Housing and use of the Homeless Shelter and Services Funds to extend the bridge housing program and provide homeless individuals and single parent families with access to healthy, safe, decent temporary housing and supportive services in Scottsdale. Item #26 is administrative in nature utilizing almost \$500,000 of the approved funding received to enter into another agreement with Pengol Hospitality, LLC to continue the bridge housing program. The remainder of the funds received in June will be used for supportive services, including nutrition.

If you have any questions, please contact me at 480-312-2691 or via e-mail at jdoyle@scottsdaleaz.gov.

CITY COUNCIL REPORT



Meeting Date: **September 19, 2023**
 General Plan Element: **Housing**
 General Plan Goal: **Seek a variety of housing options to meet the community's socioeconomic needs.**

ACTION

Adopt Resolution No. 12912 to authorize:

- 1) Contract No. 2023-129-COS with Pengol Hospitality I, LLC for 10 hotel rooms for 12 months for \$499,933.00.
- 2) The Mayor to execute, on behalf of the city, contract No. 2023-129-COS and any other documents, and take such other actions as necessary to carry out the intent of this resolution.

BACKGROUND

In April 2022, Mayor David Ortega sent a team to New York City to attend the Bloomberg-Harvard City Leadership Initiative. At the weeklong summit, the team identified gaps in services and programs for vulnerable populations, especially services for persons experiencing homelessness.

On June 27, 2023, the City Council approved contract No. 2023-123-COS, a funding agreement totaling \$940,000 with the Arizona Department of Housing and use of the Homeless Shelter and Services Funds to extend the bridge housing program and provide homeless individuals and single parent families with access to healthy, safe, decent temporary housing and supportive services in Scottsdale.

The City of Scottsdale Human Services Community Centers continue to see a rise in the number of seniors and families with children being displaced from their Scottsdale homes offering them little time to find a more affordable place to live and potentially leaving them on the streets of Scottsdale.

Human Services administers a Bridge Housing Program at this current location under contract no. 2020-140-COS-CA25 and provides displaced seniors and families a safe place to stay. The Bridge Housing Program has served 122 participants including minor children attending SUSD schools. 85 participants have been able to move into stable housing as a result of participating in the Bridge Housing Program.

SEE MARKED AGENDA - Adopt Resolution No. 12912 - YES - 6/1, with Councilmember Graham

Action Taken dissenting.

Scottsdale social workers have worked very closely with these families to provide stability and safe housing while they worked towards attaining permanent supportive housing.

SCOPE OF SERVICES

Human Services has administered its Bridge Housing Program in partnership with Pengol Hospitality I, LLC at this current location for one year. Under this new agreement with Pengol Hospitality, 10 hotel rooms will be used to continue its Bridge Housing Program to provide a safe and stable place to stay for seniors and families with minor children who have been displaced from their Scottsdale homes. Participants in the Bridge Housing Program will be provided with case management services to assist with obtaining documents, navigating through homeless programs and services, searching for employment, applying for housing vouchers and searching and applying for affordable rental units. Participants in the program will be able to stay at the hotel for up to 120 days.

Consistent with City Council direction when approving the grant funding application, Human Services staff will continue to focus efforts on the Scottsdale community, providing temporary housing exclusively for eligible participants over age 62 and single parents with children. The Scottsdale program will not take referrals through Title 42. We may receive referrals from the Zone that have been vetted through Community Bridges, Inc. Human Services staff will review the referrals and could accept participants that meet the requirement of the program provided we have room available. Referrals that do not meet the program's requirements receive assistance to help them connect with services appropriate to their level of their need.

The term of the agreement is 10/1/2023-9/30/2024. In total, under the agreement, the City will pay Pengol Hospitality I, LLC \$499,933.00 for 10 double occupancy hotel rooms for 12 months.

ANALYSIS & ASSESSMENT

Community Involvement

The City's Human Services Department and Housing Office has partnered with non-profits to provide supportive services and various housing programs to include the bridge housing program, housing choice vouchers, emergency housing vouchers, and VASH vouchers for veterans.

RESOURCE IMPACTS

Staffing Impacts

The City of Scottsdale staff will support and coordinate the implementation of the scope of work related to the agreement with Pengol Hospitality I, LLC. Coordination will include any required reporting.

Future Budget Implications

Funding for Bridge Housing is provided by a grant received from the Arizona Department of Housing per contract No. 2023-123-COS to expand the city’s bridge housing program and to provide supportive services to the homeless. Budget appropriation was established during the acceptance of the grant; therefore, the FY 2023/24 Human Services Department operating budget is sufficient to support these efforts.

OPTIONS & STAFF RECOMMENDATION

Adopt Resolution No. 12912 to authorize:

1. Contract No. 2023-129-COS with Pengol Hospitality I, LLC for 10 hotel rooms for 12 months for \$499,933.
2. The Mayor to execute, on behalf of the city, contract No. 2023-129- COS and any other documents, and take such other actions as necessary to carry out the intent of this resolution.

RESPONSIBLE DEPARTMENT(S)

Community Services Division; Human Services Department

STAFF CONTACT(S)

William B. Murphy, Assistance City Manager
(480) 312-7954, bmurphy@scottsdaleaz.gov

Judy Doyle, Community Services Assistant Executive Director
(480) 312-2691 jdoyle@scottsdaleaz.gov

Greg Bestgen, Human Services Director
(480) 312-0104, gbestgen@scottsdaleaz.gov

Sue Oh, Human Services Center Supervisor
(480) 312-0053, soh@scottsdaleaz.gov

APPROVED BY

William B. Murphy

William B. Murphy, Assistant City Manager
(480) 312-7954, bmurphy@scottsdaleaz.gov

9/6/23

Date

Greg Bestgen

Greg Bestgen, Human Services Director
(480) 312-0104, gbestgen@scottsdaleaz.gov

9/5/2023

Date

ATTACHMENTS

1. Resolution No. 12912
2. Agreement No. 2023-129-COS

RESOLUTION NO. 12912

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING CITY CONTRACT NO. 2023-129-COS, BETWEEN THE CITY AND PENGOL HOSPITALITY I, LLC FOR THE PROVISION OF AFFORDABLE HOUSING AND BRIDGE HOUSING TO ASSIST THOSE IN NEED.

WHEREAS, the City desires to increase the availability of Affordable Housing and Bridge Housing to assist those in need.

WHEREAS, Pengol Hospitality I, LLC can and will provide rooms at its hotel site to be used for temporary shelter for adults and families while they are looking for non-temporary shelter, transitioning housing or stable housing.

WHEREAS, the amount paid to Pengol Hospitality I, LLC shall not exceed \$499,933.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. The City Council hereby authorizes, approves and directs the Mayor to execute, on behalf of the City, Contract No. 2023-129-COS, an agreement between the City and Pengol Hospitality I, LLC for the provision of Affordable Housing and Bridge Housing to assist those in need.

Section 2. The City Council hereby authorizes the City Manager to execute any other documents and take such other actions as are necessary to carry out the intent of this Resolution and Contract No. 2023-129-COS.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this ____ day of _____, 2023.

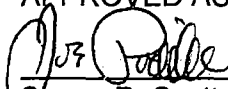
CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

David D. Ortega, Mayor

Ben Lane, City Clerk

APPROVED AS TO FORM:



Sherry R. Scott, City Attorney
By Joe Padilla, Deputy City Attorney



**CITY OF SCOTTSDALE
CITY SERVICES CONTRACT**

THIS CONTRACT entered into this _____ day of _____, 2023, by and between the City of Scottsdale, an Arizona Municipal Corporation, the "City", Pengol Hospitality I, LLC, an Arizona limited liability company, referred to as, the "Contractor".

RECITALS

A. The City desires to increase the availability of affordable housing and bridge housing to assist those in need of housing;

B. The Contractor will provide rooms at the site hotel to be used as temporary shelter for homeless adults and families while they are looking for non-temporary shelter, transitional housing or stable housing;

C. The Contractor is duly qualified to perform the requested non-professional services;

NOW, THEREFORE, in consideration of the mutual promises and obligations, the parties agree as follows:

TERMS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor will act under the authority and approval of the Contract Administrator for the City, named below, to provide the services required by this Contract.

1.1 SERVICE DESCRIPTION

The scope of work is inclined **Exhibit "A"** attached hereto and incorporated into this contract.

1.2 ACCEPTANCE AND DOCUMENTATION

- A. Each task will be reviewed and approved by the Contract Administrator to determine acceptable completion.
- B. The City will provide all necessary information to the Contractor for timely completion of the tasks specified in Section 1.1 above.
- C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Contractor.

property of the City and must be delivered to the Contract Administrator before final payment is made to the Contractor.

2.0 BILLING RECORDS, AUDIT, FEES

2.1 BILLING RECORDS, AUDIT

Contractor shall maintain all books, papers, documents, accounting records and other evidence pertaining to the services performed in the Scope of Work (**Exhibit "A"**) and make such materials available for audit by the City pursuant to Section 4.7 of this Agreement.

2.2 FEE SCHEDULE

The amount paid to Contractor inclusive of all expenses under this Contract will not exceed \$499,933.00.

The Contractor shall bill the City using the invoice template shown in **Exhibit "B."** The contractor shall submit one invoice for the full amount. The following payment amounts show the breakdown of each month. The payment amounts include all applicable taxes.

October (10 rooms): \$34,992.80
November (10 rooms): \$33,864
December (10 rooms): \$34,992.80
January (10 rooms): \$53,373
February (10 rooms): \$65,801
March (10 rooms): \$70,339
April (10 rooms): \$33,864
May (10 rooms): \$34,992.80
June (10 rooms): \$33,864
July (10 rooms): \$34,992.80
August (10 rooms): \$34,992.80
September (10 rooms): \$33,864

2.3 PAYMENT APPROVAL

All charges must be approved by the Contract Administrator before payment.

2.3.1 PAYMENT TERMS

The City of Scottsdale's payment terms are payment within thirty (30) days after approval by Contract Administrator. In no event will payment be made prior to receipt of an original invoice containing invoice and proper reference numbers. The City is not liable for delays in payment caused by failure of the vendor or contractor to send invoice to the address specified below:

City of Scottsdale
Accounts Payable
7447 E. Indian School Road, Ste 210
Scottsdale, Arizona 85251-4468

2.4 PRICE ADJUSTMENT

3.0 TERM, EXTENSION, TERMINATION

3.1 TERM AND EXTENSION

The term of this Contract shall begin on October 1, 2023, and shall terminate on September 30, 2024 unless earlier terminated as described herein.

3.2 TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part of this contract for its sole convenience with 30 days' written notice. In the event of any termination, Contractor must immediately stop all work, and must immediately cause any of its suppliers and Subcontractors to cease all work. As compensation in full for services performed to the date of any termination, the Contractor will receive a fee for the percentage of services actually completed. This fee will be in the amount to be mutually agreed upon by the Contractor and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the Contractor's compensation will be based upon this determination. The City will make this final payment within 60 days after the Contractor has delivered the last of the partially completed items. Contractor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or Subcontractors, which Contractor could reasonably have avoided.

Cancellation for Cause: City may also cancel this contract or any part of this contract with 7 days' notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator or failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this contract for cause. In the event of cancellation for cause, City will not be liable to Contractor for any amount, and Contractor will be liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation.

3.0 TERM, EXTENSION, TERMINATION

3.2 TERMINATION – CONT'D

Cancellation for Cause – Cont'd

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

If the City improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section.3.2.

3.3 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges under this contract, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Contractor at least 30

days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of this period.

4.0 GENERAL TERMS

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 ARIZONA LAW

This Contract is governed and interpreted according to the laws of the State of Arizona.

4.3 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract must be in writing and will be effective only after approval of all parties signing the original Contract.

4.4 ASSIGNMENT

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

4.5 SUCCESSORS AND ASSIGNS

This Contract extends to and is binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which Contractor sells its assets.

4.6 CONTRACT ADMINISTRATOR

The Contract Administrator for the City is (contract administrator) or designee. The Contract Administrator will oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the contract requirements. The Contractor will channel reports and special requests through the Contract Administrator.

4.7 RECORDS AND AUDIT RIGHTS

Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and claims related to this contract are open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees in accordance with the terms of the contract. The City's authorized representative must be given access, at reasonable times and places, to all of the Contractor's records and personnel in accordance with the provisions

of this article throughout the term of this contract and for a period of 3 years after last or final payment.

Contractor must require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this Section by insertion of these contract requirements in a written contract agreement between Contractor and payee. These requirements will also apply to any and all Subcontractors.

If an audit in accordance with this Section, discloses overcharges, of any nature, by the Contractor to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any audit or inspection of the Contractor's invoices and/or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

4.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will be considered to have accrued on the commencement of the action and will be enforceable whether or not the action is prosecuted to judgment.

4.9 INELIGIBLE BIDDER

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

4.10 INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City may report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City will not withhold income tax as a deduction from contractual payments unless required under federal or state law. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a Contractor to any other party to the contract with respect to the subject matter of the contract. The cancellation will be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. §38-511).

4.12 NOTICES

All notices or demands required to be given in accordance with the terms of this Contract must be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses stated below, or to any other address the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor: Pengol Hospitality I, LLC
7330 N. Pima Road
Scottsdale, AZ 85258

In the case of City: City of Scottsdale
Human Services Administration
4201 N. Hayden Road
Scottsdale, AZ 85251

4.12 NOTICES – CONT'D

Notices will be considered received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

4.13 FORCE MAJEURE

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts include, but are not limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

4.14 TAXES

Contractor will be solely responsible for any and all tax obligations which may result from the Contractor's performance of this contract. The City will have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.15 ADVERTISING

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale Contract Administrator and by the City Attorney.

4.16 COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract will be considered to possess the full force and effect of the original.

4.17 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.18 SUBCONTRACTORS

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract. The approval of the City must be obtained before the addition of any Subcontractors.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor.

4.19 CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If any changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment will be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

4.20 CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Contract may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

4.21 COMPLIANCE WITH FEDERAL AND STATE LAWS

The Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it.

4.22 IMMIGRATION LAW COMPLIANCE

Under the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject the Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

4.22 IMMIGRATION LAW COMPLIANCE – CONT'D

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty. The Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

4.23 LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

PERSONS is defined as all-NATURAL PERSONS / INDIVIDUALS / SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations Limited Partnerships or General Partnerships)*

By submitting your quote, bid, proposal and/or indicating your desire to enter in a contract with the City you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Driver's License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion before issuing any contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation, please indicate date of submittal. If your acceptable Affidavit is already on file with the City, that filing satisfies this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non-responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the Purchasing Department at (480) 312-5700 or the Purchasing web site at <http://www.scottsdaleaz.gov/Purchasing> on the lower right side of the page under Forms.

4.24 ISRAEL BOYCOTT PROHIBITION

By executing this contract, [Contractor] certifies that it is not currently engaged in and will not for the duration of this contract engage in boycott activity proscribed by A.R.S. § 35-393 et seq.

4.25 FORCED LABOR OF ETHNIC UYGHURS

Contractor warrants and certifies that it does not currently, and agrees for the duration of the contract that it 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.
- 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.

If Contractor becomes aware during the term of the Agreement that the Contractor is not in compliance with this paragraph, the Contractor shall notify the City within five business days after becoming aware of the noncompliance. Failure of Contractor to provide a written certification that the Contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

4.26 NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

4.27 INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any act or omission, negligence, recklessness, or intentional wrongful conduct by Contractor in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.28 CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator (CA):

- the contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the contract is in force;
- the CA will provide this information to Risk Management when requested.

5.0 INSURANCE

A current standard Acord Certificate is acceptable.

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

Additionally, Certificates of Insurance submitted without referencing an RFP and Contract number may be subject to rejection and returned or discarded.

5.1 Insurance Representations and Requirements

5.1.1 General: Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, Contractor must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

5.1.2 No Representation of Coverage Adequacy: By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by in this Contract but has no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor may it be construed or considered a waiver of Contractor's obligation to maintain the required insurance at all times during the performance of this Contract.

5.1.3 Coverage Term: All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

5.1.4 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

5.1.5 Policy Deductibles and or Self-Insured Retentions: The policies stated in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Any

deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.1.6 Use of Subcontractors: If any work under this agreement is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

5.1.7 Evidence of Insurance and Required Endorsements: Before beginning any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that any coverage and provisions are in full force and effect, see **Exhibit "C"** as an example. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage, but any acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it will be Contractor's responsibility to forward renewal Certificates within 10 days after the renewal date containing all the aforementioned insurance provisions. Certificates will specifically cite the following provisions endorsed to the Contractor's policy:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

5.2 Required Coverage

5.2.1 Commercial General Liability: Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

5.2.2 Vehicle Liability: If any vehicle is used in the performance of the Scope of Work that is the subject of this Contract, the Contractor must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage.

5.2.3 Workers Compensation Insurance: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes applicable to Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit. If the Contractor is a sole proprietor or a single member limited liability company with no employees and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract is found to be illegal or unenforceable, then despite this illegality or unenforceability, this Contract will remain in full force and effect and that term or provision will be considered deleted.

6.2 AUTHORITY

Each party warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

7.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

Upon request, the Contractor shall provide the required I.R.S. W-9 Form which is available from the IRS website at www.IRS.gov under their forms section.

8.0 DONATIONS

No donations allowed. To avoid the appearance of impropriety, Contractor shall not make any donation to the City, of any goods or services during the term of this Agreement, unless it has specifically been approved by the City Manager or designee.

IN WITNESS WHEREOF, the Parties acknowledge that they have read, understood, approve, and accept all of the provisions of this Contract and the attachments thereto.

CITY OF SCOTTSDALE

By: _____
David D. Ortega, Mayor Date

ATTEST:

By: _____
Ben Lane, City Clerk Date

CONTRACTOR:

By: Charles Feeley 9/5/2023
Charles Feeley Date
General Manager Pengol Hospitality I, LLC

CITY OF SCOTTSDALE REVIEW:

By: _____
William B. Murphy Date
Assistant City Manager

By: Anna Henthorn 9-5-23
Anna Henthorn Date
Acting Purchasing Director

By: George Woods 9-5-2023
George Woods Date
Risk Management Director

APPROVED AS TO FORM:

By: Sherry R. Scott 9-5-23
Sherry R. Scott, City Attorney Date
Joe Padilla, Deputy City Attorney

**Exhibit "A":
SCOPE OF WORK**

Contractor will provide rooms at Independence 47 Hotel located at 7330 North Pima Road Scottsdale AZ 85258. Rooms will be used for a Bridge Housing Program to provide a safe place to stay for seniors and families with minor children who are experiencing homelessness while looking for a more stable living environment.

Participants will be provided with case management services to assist with obtaining documents, navigating through homeless programs and services, searching for employment, applying for housing vouchers, and searching and applying for affordable rental units.

Contractor will provide the following at the Independence 47 Hotel located at 7330 North Pima Road Scottsdale AZ 85258:

- a. Ten hotel rooms from October 1, 2023 through September 30, 2024.
- b. Hotel rooms will be double-occupancy, each with their own bathroom facilities including showers.
- c. All utilities will be included for each of the rooms including but not limited to water and air conditioning/heating.
- d. Hygiene products will be provided to participants by contractor.
- e. Housekeeping service include changing and laundering of bed linens/towels, and disposal of trash bins.

Exhibit "B"

Invoice Template and Funding Report

INVOICE # _____
(to appear on Contractor letterhead)

Date: _____

TO: Human Services Administration
4201 N. Hayden Rd.
Scottsdale, Arizona 85251
Attention: Greg Bestgen
Human Services Director

RE: Contract No. 2023-129-COS

BRIEF DESCRIPTION OF SERVICES PROVIDED:

Amount Requested: \$ _____.

Remit Payment To: _____

Authorizing Contractor Signature and Title

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CONTACT NAME:

PHONE

(A/C. No. Ext):

Fax

(A/C. No):

E-MAIL ADDRESS:

PRODUCER

CUSTOMER ID#:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

SAMPLE -- Use Most Current Form from Acord

INSURED

THIS MUST MATCH EXACTLY TO THE CONTRACTOR NAME AND INFORMATION AS LISTED IN THE CONTRACT OR SCOPE OF WORK.

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INS LTR, TYPE OF INSURANCE, ADDL INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, and Workers Compensation and Employer's Liability.

Description of Operations/Locations/Vehicles (Attach ACORD 101, Additional Remarks Schedule, if more space is required) City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. Insert Contract # or Purchase Order #

CERTIFICATE HOLDER

City of Scottsdale
Attn: (City of Scottsdale Buyer or Bid & Contract Staff Name)
9191 E. San Salvador Drive
Scottsdale, AZ 85258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Pengol Hospitality I, LLC
City Services Contract

City Council Meeting
September 19, 2023

CONTRACT DESCRIPTION

- Agreement No. 2023-129-COS with Pengol Hospitality I, LLC will provide 10 hotel rooms for 12 months.
- Cost of the 10 hotel rooms for 12 months is \$499,933.
- The term of the agreement is 10/1/2023-9/30/2024.

BRIDGE HOUSING PROGRAM

On June 27, 2023, the City Council approved contract No. 2023-123-COS, a funding agreement totaling \$940,000 with the Arizona Department of Housing and use of the Homeless Shelter and Services Funds. \$499,933 of the grant fund will be used for the contract with Pengol Hospitality I, LLC for hotel rooms for the Bridge Housing Program. The remainder of the grant is being used for supportive services, including nutrition.

BRIDGE HOUSING PROGRAM

Rooms will be used to continue the Bridge Housing Program to provide a safe and stable place to stay for seniors and families with minor children who have been displaced from their homes.

BRIDGE HOUSING PROGRAM

Participants in the Bridge Housing Program will be provided with case management services to assist with obtaining documents, navigating through homeless programs and services, searching for employment, applying for housing vouchers and searching and applying for affordable rental units.

ACTION REQUESTED

Adopt Resolution No. 12912 to Authorize:

- 1) Contract No. 2023-129-COS with Pengol Hospitality I, LLC for 10 hotel rooms for 12 months for \$499,933.
- 2) 2) The Mayor to execute, on behalf of the city, contract No. 2023-129-COS and any other documents, and take such other actions as necessary to carry out the intent of this resolution.

Kurth, Rebecca

From: Morales, Isol
Sent: Monday, September 18, 2023 8:19 AM
To: Kurth, Rebecca
Subject: FW: Support of Scottsdale Homeless Program at the Independence Hotel

From: Victor Assad <victorassad6@gmail.com>
Sent: Saturday, September 16, 2023 4:46 PM
To: Mayor David D. Ortega <DOrtega@Scottsdaleaz.gov>; Caputi, Tammy <TCaputi@Scottsdaleaz.gov>; Durham, Thomas <TDurham@Scottsdaleaz.gov>; Graham, Barry <BGraham@Scottsdaleaz.gov>; Janik, Betty <BJanik@Scottsdaleaz.gov>; Littlefield, Kathy <KLittlefield@Scottsdaleaz.gov>; Whitehead, Solange <SWhitehead@Scottsdaleaz.gov>
Subject: Support of Scottsdale Homeless Program at the Independence Hotel

⚠ External Email: Please use caution if opening links or attachments!

Dear Mayor and City Council Members of Scottsdale,

We support the City's Homeless program to help the homeless at the Independence 47 Hotel.

Kind regards,

Victor and Lety Assad

4218 No 87th Place
Scottsdale AZ, 85251
707-331-6740

Kurth, Rebecca

From: Mike Dudley <mike@msdudley.us>
Sent: Tuesday, September 19, 2023 9:06 AM
To: Mayor David D. Ortega; Caputi, Tammy; Durham, Thomas; Graham, Barry; Janik, Betty; Littlefield, Kathy; Whitehead, Solange
Cc: City Council; Cindy Dudley
Subject: Independence 47 Hotel

⚠ External Email: Please use caution if opening links or attachments!

Good morning. I am writing on behalf of my wife, Cindy, and myself as we are unable to attend the meeting tonight. We strongly support Scottsdale's program to help the homeless population. Representative Gress does not represent our views on this matter. We would not consider this a pathway to another Zone, nor do we believe it is a failed policy. Cindy has lived in Scottsdale since 1962 and is an Arizona native. I have been here since 1984. We Have seen the unhomed population grow and believe Independence 47 is making a difference with this step to help that population. We need more of these positive steps, not less. Mayor Ortega outlined the success rates in the following AZ Family article:

"Ortega says 84% of those staying at these hotels have gotten into secured housing within 30 to 90 days. A few miles down the road, Mesa Mayor John Giles isn't surprised. He says his city has successfully provided temporary housing in hotels for about three years. 'What we've found is that because people are enrolled in programming and we work with them to get back on their feet. More than 75% of the folks, when they leave, go to stable housing,'" Giles said. "They don't return to the streets."

Thank you for your work on this valuable and practical program.



Kurth, Rebecca

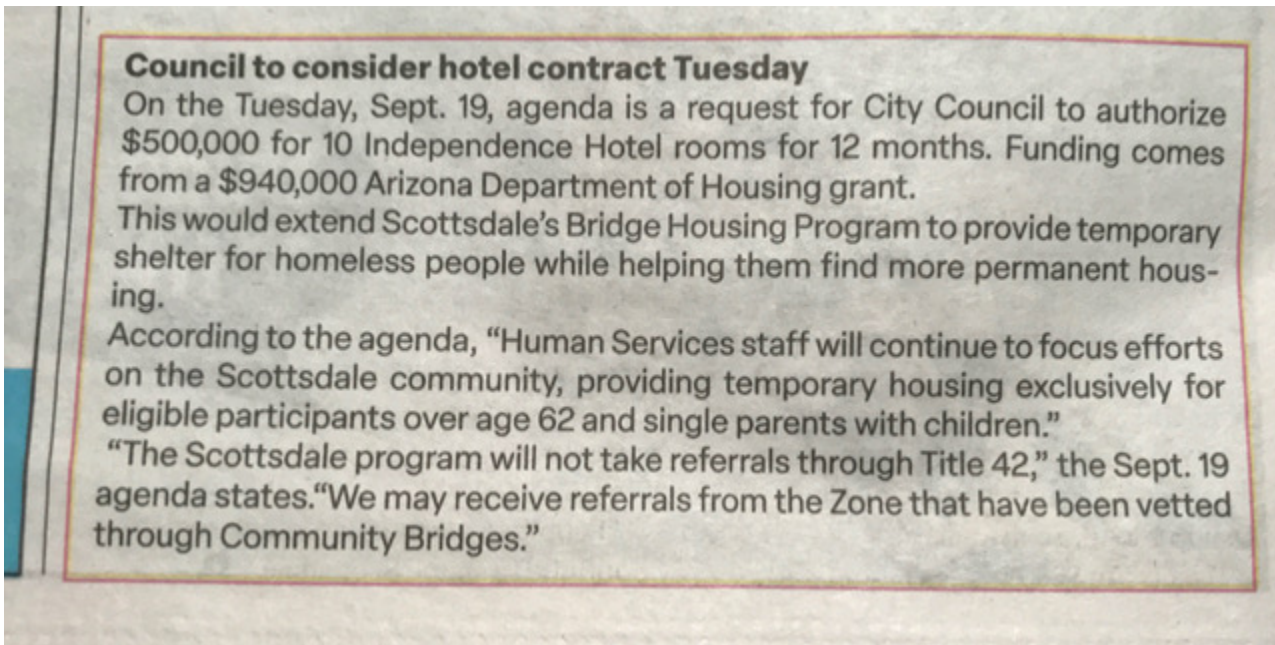
From: Peggy W. <kactusladyaz@gmail.com>
Sent: Tuesday, September 19, 2023 9:49 AM
To: City Council
Cc: Mayor David D. Ortega
Subject: VOTE NO On Independence Hotel Funding

⚠ External Email: Please use caution if opening links or attachments!

For Today's Tuesday 9/19/23 City Council Vote!


This is a bad decision for the residents of Scottsdale to put itself in harm's way because of the liberal policies of Phoenix which proudly declares itself a Sanctuary City. There are other Sanctuary Cities who have open arms for the Phoenix Zone clean up. The Independent Hotel is where last week's high speed chase by police ended with a Swat Team whom eventually arrested a person who was neither over 62 nor a parent with children.

Peggy Wurts



Kurth, Rebecca

From: Alison <94sophia@cox.net>
Sent: Tuesday, September 19, 2023 10:24 AM
To: City Council
Subject: Bridge Housing

 External Email: Please use caution if opening links or attachments!

I urge you to vote against the proposal for the addition of any housing for homeless in Scottsdale. You will be very sorry bringing homeless into our community. They are often very destructive of property and drug addicts.

Thank you,
Alison Swanson
7810 E Softwind Dr
85255


Sent from my iPhone

Kurth, Rebecca

From: Morales, Isol
Sent: Tuesday, September 19, 2023 10:47 AM
To: Kurth, Rebecca
Subject: FW: Independence Hotel contract

-----Original Message-----

From: Julia Kerrigan <juliaflynk@gmail.com>
Sent: Tuesday, September 19, 2023 10:21 AM
To: Mayor David D. Ortega <DOrtega@Scottsdaleaz.gov>
Subject: Independence Hotel contract

 External Email: Please use caution if opening links or attachments!

Vote NO

Sent from my iPhone

Kurth, Rebecca

From: Morales, Isol
Sent: Tuesday, September 19, 2023 10:48 AM
To: Kurth, Rebecca
Subject: FW: Independence Hotel Funding

From: gretkow@aol.com <gretkow@aol.com>
Sent: Tuesday, September 19, 2023 10:33 AM
To: Mayor David D. Ortega <DOrtega@Scottsdaleaz.gov>
Subject: Independence Hotel Funding

⚠ External Email: Please use caution if opening links or attachments!

Please vote no. Scottsdale is not a sanctuary city.

Kurth, Rebecca

From: Morales, Isol
Sent: Tuesday, September 19, 2023 11:51 AM
To: Kurth, Rebecca
Subject: FW: Thank you!

From: Jay Eberle <JEberle@lss-sw.org>
Sent: Tuesday, September 19, 2023 10:38 AM
To: Mayor David D. Ortega <DOrtega@Scottsdaleaz.gov>
Cc: twila.burdick <twila.burdick@gmail.com>; Connie Phillips <cphillips@lss-sw.org>
Subject: Thank you!

 **External Email: Please use caution if opening links or attachments!**

Mayor Ortega,

Connie Phillips and I, along with Twila Burdick, Board Member of LSS and resident in District 4, attended the Community Hearing last Wednesday regarding using hotel rooms to house individuals. At Lutheran Social Services of the Southwest, we serve individuals in several counties across Arizona, including individuals who are unhoused and working to improve their situation. As providers, and as individuals who believe in our mission statement of *providing dignity and respect to the most vulnerable*, these conversations are important to us.

We wanted to reach out and say **thank you** for sitting on this panel and advocating for the unhoused. We recognize the tone of the meeting was not always friendly, and we appreciate your presence and voice at this meeting.

Thank you for your service.

Jay Eberle | Executive Assistant

Lutheran Social Services of the Southwest

2502 E. University Drive, Suite 125, Phoenix, AZ 85034

cell: 602-694-3548 | office: 480-396-3795 ext 1109

jeberle@lss-sw.org | <http://www.lss-sw.org>

Kurth, Rebecca

From: k DiCenso <kdicenso6244@gmail.com>
Sent: Tuesday, September 19, 2023 12:01 PM
To: City Council
Subject: Re: Independence Hotel Homeless Funding

⚠ External Email: Please use caution if opening links or attachments!

I believe this is a bad decision for the residents of Scottsdale to put itself in harm's way because of the liberal policies of Phoenix which proudly declares itself a Sanctuary City. There are other Sanctuary Cities who have open arms for the Phoenix Zone clean up. The Independent Hotel is where last week's high speed chase by police ended with a Swat Team who eventually arrested a person who was neither over 62 nor a parent with children.

Mayor Ortega is NOT THE INDEPENDENT he claimed to be.....but continues to prove his left progressive democrat tendencies are in full form!

You are DESTROYING SCOTTSDALE!!!

Kathleen DiCenso
Scottsdale, Az

Kurth, Rebecca

From: Morales, Isol
Sent: Tuesday, September 19, 2023 12:12 PM
To: Kurth, Rebecca
Subject: FW: City Council Agenda Items 23-27

-----Original Message-----

From: SHELLIE ANDREEN <rickandshellie@aol.com>
Sent: Tuesday, September 19, 2023 11:31 AM
To: Mayor David D. Ortega <DOrtega@Scottsdaleaz.gov>
Cc: rickandshellie@aol.com
Subject: City Council Agenda Items 23-27

 External Email: Please use caution if opening links or attachments!

Mayor Ortega,

Let in be noted, that Mischelle and Richard Andreen who reside at 6602 East Laayette Blvd. are adamantly opposed to Items 23-27 on the City Council Agenda for the Meeting 9-19-2023. Until further disclosure as to the scope, duration and demographic are fully disclosed - items should be removed from the agenda. This has been pushed to a vote with little to no public information.

Kindest Regards,

MIschelle and Richard Andreen

From: SHELLIE ANDREEN <rickandshellie@aol.com>
Sent: Tuesday, September 19, 2023 1:41 PM
To: Graham, Barry
Subject: Scottsdale City Council Agenda Items 23-27

⚠ External Email: Please use caution if opening links or attachments!

Councilman Graham,

Let it be known that Mischelle and Richard Andreen, who own property, pay taxes and reside at 6602 East Lafayette Blvd, adamantly oppose a vote on agenda items 23-27 which is to take place tonight at the City Council Meeting.

Until a clear vision of the scope of the project is made clear to the taxpaying residents of Scottsdale; a vote is inappropriate. I have lived here since 1995 and respectfully request that a pause be taken on these items until legitimate questions are answered. What is the impact of traffic on local residents? Who will receive access to these proposed homes and how will they qualify? What is the maximum amount of apartments that will be built? I drove through this property and it is vast - what is the long term vision for this piece of land? Will it be expanded as more money is thrown to Scottsdale? Will this be a facility for processing our incoming population of illegal immigrants? We deserve to know who will be our neighbors!

After and only after, the taxpayers have received full disclosure for this project, should a vote occur! This has been brought forward while most residents are still away on vacation ...it feels like a high impact project is being shoved through in the dark of night with little attention to the details . Taxpayers have a right to ask questions and the council has an obligation to disclose the full scope of the project for the long term. 25 years out at least!

Kind Regards,

Mischelle Andreen